



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 31, 2023, at 10:00 am

Nat U. Hill Meeting Room – 3rd 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.

"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, 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

2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER GITHENS

3. DEPARTMENT UPDATES

Health – Lori Kelley

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

5. APPROVAL OF MINUTES

May 24, 2023

May 8, 2023 – Joint Executive Session Minutes

5

13

6. APPROVAL OF CLAIMS DOCKET

Accounts Payable – May 24, 2023

Payroll – June 2, 2023

| | |
|--|----|
| 7. REPORTS | |
| Clerk of the Circuit Court – April 2023 | 15 |
| Treasurer’s – April 2023 | 17 |
| Weights & Measures - April 16 – May 15, 2023 | 19 |

8. NEW BUSINESS

| | |
|---|-----------|
| A. ENTRY BADGE READER AND LOCK HARDWARE RELOCATION | 20 |
| Fund Name: Cumulative Capital Development | |
| Fund Number: 1138 | |
| Amount: \$3,975 | |
| Presenter: Richard Crider | |

This request is to approve the proposals submitted to relocate the badge reader and supporting hardware from the interior set of vestibule doors to the exterior set at the main entrance of the Curry Building. Currently the exterior entrance doors do not lock which allow access to the vestibule at all hours of the day and night.

This project will require work from 3 contractors.

B-Tech Fire and Security will install lock hardware and relocate the badge reader in the amount of \$2,090.00

Elite Electric LLC will install an electrical receptacle in the amount of \$200.00

Matrix Integration will run the network cable in the amount of \$1,685.00

Total project cost = \$3,975.00

| | |
|---|-----------|
| B. E-RECORDING PARTNER NETWORK SERVICE AGREEMENT | 34 |
| Presenter: Amy Swain | |

Beginning January 1, 2018 and pursuant to IC 32-21-2-5.8, a county recorder may receive, index, store, archive and transmit electronic documents as well as accept electronically any fee or tax that the county recorder is authorized to collect. Monroe County has entered into agreements with three of the four major vendors who facilitate e-recording for Recorders in Indiana. This request is to enter into a similar agreement with the fourth vendor, eRecording Partners Network or ePN. ePN would submit documents through our existing eRMConnect system from CSI so there is no need for additional equipment or expenditure. ePN will be responsible for all fees connected with using eRMConnect interface which aggregates electronic submissions by certified providers.

| | |
|---|-----------|
| C. RAPID REPRODUCTIONS SERVICE AGREEMENT RENEWAL | 36 |
| Fund Name: Recorder’s Perpetuation | |
| Fund Number: 1189 | |
| Amount: \$75/month, \$.0875/sqft/monthly | |
| Presenter: Amy Swain | |

The Recorder's Office uses a large format printer/scanner for use with plats, surveys, and other documents larger than 11" x 17" when needed. This request is to renew the annual service agreement

for this printer. So far this year, we have had a hardware update, training for new employees and troubleshooting help as part of the services provided by the agreement.

D. GREEN HAT MEDIA, LLC SERVICE AGREEMENT

41

Fund Name: County General

Fund Number: 1000

Amount: \$3,110

Presenter: John Robertson

On 05-17-23, The Monroe County Parks & Recreation Board approved a service agreement with Green Hat Media, LLC to produce a highlight video of Monroe County Parks properties, facilities, programs, and events.

E. AMENDED AMERICAN RESCUE PLAN ACT

46

Fund Name: American Rescue Plan Act

Fund Number: 8950

Amount: \$2,174,400

Presenter: Angie Purdie

This is an amendment of the Monroe County ARPA Plan. Those items highlighted in yellow have not been appropriated or approved by the County Council at this time however, they are to be discussed and heard by the Council in June. The additional projects are dependent upon council appropriation.

F. SOPHIA TRAVIS AGREEMENT AMENDMENTS

54

Presenter: Molly Turner-King

On September 15, 2021, the Bloomington Project School was awarded a Sophia Travis Community Service grant to be used for Project Place, and to be used no later than the end of the calendar year of 2022. The Project School was unable to use the grant funds by the prescribed date and requested an extension for use of the funds.

On September 23, 2022, Girls Inc. of Monroe County was awarded a Sophia Travis Community Service grant to be used for their Fall 2022 Evening Program and to be used no later than the end of the calendar year of 2023. Girls Inc. requested an amendment to the Agreement to allow for the use of grant funds for their Spring 2023 Evening Program as well. By extending the purpose of the Agreement to include the Spring Evening Program, Grantee will be able to fully utilize the funding received from the county within the eligible spending period.

The Sophia Travis Community Service Grant committee approved recommending to the Monroe County Council amendments to the Agreements with The Project School and Girls Inc.

The Monroe County Council approved Resolution 2023-12 on May 9, 2023. This Resolution approves amendments that 1) extends the time frame for the Project School to use the grant funds and 2) amends the purpose for grant funds allowing Girls Inc. to use funds for the Spring 2023 Evening Program. The Council is forwarding to the Board of Commissioners for its approval the above referenced Amendments, which are attached as Exhibits C and D to Resolution 2023-12.

G. RATIFICATION OF AN AMENDMENT WITH THE INDIANA INSTITUTE ON DISABILITY 63
Presenter: Jeff Cockerill

This amendment changes the effective date of the agreement to June 1.

H. AMENDMENT TO THE TRUST INDENTURE FOR THE RICHLAND APARTMENTS 68
Presenter: Jeff Cockerill

This amendment is to include the amortization schedule that is necessary now that the construction is completed.

I. BUTLER, FAIRMAN AND SEUFERT, INC SUPPLEMENTAL #1 FOR DESIGN SERVICES 83
Fund Name: 2020 GO Bond
Fund Number: 4813
Amount: \$0
Presenter: Lisa Ridge

This supplemental is for the Karst Trail connection, Liberty Drive to the Karst trailhead at the railroad crossing on Gifford Road. The letting date for the project has moved to January 18, 2024. The supplemental is to reflect the new letting date schedule. There are no monetary changes to the project.

9. APPOINTMENTS

10. ANNOUNCEMENTS

11. ADJOURNMENT



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 SUMMARY MINUTES Wednesday, May 24, 2023, at 10:00 am Nat U. Hill Meeting Room – 3rd Floor, Courthouse and Zoom Connection

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

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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 |
| <hr/> | |
| 2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER THOMAS | 10:01 am |
| <hr/> | |
| 3. DEPARTMENT UPDATES Health – Lori Kelley Sheriff – Chief Deputy Phil Parker | 10:02 am |
| <hr/> | |
| 4. PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker) | 10:11 am |
| <hr/> | |
| 5. APPROVAL OF MINUTES May 17, 2023 | 10:11 am |

Thomas made a motion to approve. Githens seconded.
Githens call for a voice vote.

Motion carried 2-0.

6. APPROVAL OF CLAIMS DOCKET
Accounts Payable – May 24, 2023

10:11 am

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

7. REPORTS
None

10:12 am

8. NEW BUSINESS

A. 2023 COVERED BRIDGE CERTIFICATION
Presenter: Carly Woodward

10:13 am

Indiana Code 8-14-1-10 requires the County Commissioners to certify the true number of covered bridges within the county annually.

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

B. LENTZ PAVING, LLC SERVICE AGREEMENT
Fund Name: Cumulative Capital Development
Fund Number: 1138
Amount: \$18,875
Presenter: Richard Crider

10:14 am

The request is to approve the estimate submitted by Lentz Paving, LLC to pave the alley between the Curry Building and Monroe County Employee Parking Garage in the amount of \$18,875.00. The combination of concrete and asphalt from previous underground projects has left the alley surface damaged and uneven. This is a labor intensive project that will require an extensive amount of hand work to prevent future water intrusion into the bordering facilities. The scope of work includes Removing the top inch and a half of the current surface, cleaning, replacing with two inches of hot asphalt surface mix and installing water diverting curbs as needed.

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

C. STRENGTHENING PREVENTION AND CONTROL FOR HEALTH GRANT RENEWAL

10:17 am

Fund Name: STD Strengthening Prevention

Fund Number: 8112

Grant Amount: \$170,000

Presenter: Lori Kelley

The Monroe County Health Department is requesting approval of a grant agreement to support disease intervention. This funding covers salary expenses for 2 full-time employees, as well as travel expenses, supplies, and cell phones. Disease Intervention Specialists (DIS) provide intervention services and partner notification for people affected by HIV, syphilis, chlamydia, and gonorrhea. Monroe County DIS provide services to the following 12 counties: Bartholomew, Brown, Clay, Greene, Lawrence, Monroe, Owen, Parke, Putnam, Sullivan, Vermillion, and Vigo.

The primary goal of disease intervention is to prevent the spread of disease and the development of complications by implementing the 4 core components of surveillance, case detection, case follow-up, and education.

Thomas made a motion to approve. Githens seconded.

No public comment.

Githens call for a voice vote.

Motion carried 2-0.

D. MEMORANDUM OF UNDERSTANDING WITH MONROE COUNTY YOUTH SOCCER

10:19 am

Presenter: Kelli Witmer

On 05-17-23, The Monroe County Parks & Recreation Board approved a MOU with Cutters youth soccer organization. In summary, it outlines rental fees, payment due dates, services provided, event procedures, park rules, goals, and communication. The MOU expires on June 15, 2028.

Thomas made a motion to approve. Githens seconded.

No public comment.

Githens call for a voice vote.

Motion carried 2-0.

E. ORDINANCE 2023-18; AMEND MONROE COUNTY CODE CHAPTER 520-HUMAN RIGHTS

10:21 am

Presenter: Jeff Cockerill

This Ordinance along with Amends Chapter 520 of the Monroe County Code regarding Human Rights. This amendment reduces the number of board members from 9 to 7 and provides for the staggering of terms. The number of County appointments remains unchanged.

Thomas made a motion to approve. Githens seconded.

No public comment.

Githens call for a voice vote.

Motion carried 2-0.

F. ORDINANCE 2023-19; EXTENSION OF INTERLOCAL AGREEMENT WITH MONROE COUNTY TRUSTEE CORPORATION

10:23 am

Presenter: Jeff Cockerill

This agreement extends the interlocal with the Township Trustees Corporation for COVID-19 support.

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

G. RESOLUTION 2023-14; REVISED BUILDING PERMIT FEE SCHEDULE

10:25 am

Presenter: David Schilling and Bobby LaRue

This request is for a Resolution for the adoption of a revised building permit fee schedule for inspections conducted pursuant to the Monroe County Building Code (Monroe County Code Chapter 430). The specific request relates to the restoration fee and is intended to extend the scope of the fee to cover storm damage restoration.

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

H. AWARD E & B PAVING, LLC VARIOUS PAVING LOCATIONS

10:29 am

Fund Name: Motor Vehicle Highway

Fund Number: 1176

Amount: \$662,787.50

Presenter: Lisa Ridge

Sealed bids were opened at a public meeting on May 15, 2023 by County Highway representatives. Two bids were opened, Milestone and E & B Paving, LLC. The Department recommends awarding the paving projects to E & B Paving, LLC., who was the lowest, most responsible, and responsive bidder. The roads included in this bid are, Rice Rd, Bottom Rd, and Howard Rd.

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

I. AWARD MILESTONE, LP. VARIOUS PAVING LOCATIONS

10:30 am

Fund Name: ARPA

Fund Number: 8950

Amount: \$629,102

Presenter: Lisa Ridge

Sealed bids were opened at a public meeting on May 15, 2023 by County Highway representatives. Two bids were opened, Milestone and E & B Paving, LLC. The Department recommends awarding the paving project to Milestone, LP, who was the lowest, most responsible, and responsive bidder. The subdivisions included in this bid are, Indian Echo Hills, Gran Haven Subdivision, Foxwood Estates, Hoosier Aloha, and Woodview Hills Subdivision.

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

J. AWARD PAVEMENT SOLUTIONS VARIOUS CRACK FILLING LOCATIONS

10:32 am

Fund Name: Motor Vehicle Highway

Fund Number: 1176

Amount: \$139,422

Presenter: Lisa Ridge

Sealed bids were opened at a public meeting on May 15, 2023 by County Highway representatives. Two bids were opened, RLH and Pavement Solutions. The Department recommends awarding the crack filling project to Pavement Solutions who was the lowest, most responsible, and responsive bidder.

Thomas made a motion to approve. Githens seconded.

No public comment.

Githens call for a voice vote.

Motion carried 2-0.

K. CLR, INC. QUOTE FOR THE BUSINESS 37 NORTH BRIDGE #913 REPAIR PROJECT

10:34 am

Fund Name: Cumulative Bridge

Fund Number: 1135

Amount: \$79,725

Presenter: Lisa Ridge

The Business 37 Bridge #913 is in need of emergency repair. A hole has developed in the bridge deck and repairs are necessary as soon as possible. The Department sent three (3) contractors the scope of work that is to be completed and received one quote on May 17, 2023. Force Construction and Ragle, Inc. were not able to provide quotes due to workload and timing of the project. The Department would like to contract with CLR, Inc for bridge repairs.

Thomas made a motion to approve. Githens seconded.

No public comment.

Githens call for a voice vote.

Motion carried 2-0.

10. APPOINTMENTS

10:37 am

Thomas made a motion to appoint the following. Githens seconded.

Food and Beverage Tax Advisory Commission

Mark Bell

Women's Commission

Kathleen Sobiech, remainder of a two-year term ending 01.01.24

11. ANNOUNCEMENTS

10:38 am

Assistance from **FEMA** is available for Monroe County residents affected by the recent tornadoes. To apply, visit 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. 7th 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 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 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:

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.

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 | beanblossomtrustee19@gmail.com |
| Benton - Michelle Bright | 812.339.6593 | michelleabright@gmail.com |
| Bloomington – *Efrat Rosser | 812.336.4976 | bloomingtontownship@in.gov |
| Clear Creek - Thelma Jefferies | 812.824.7225 | thelma@bluemarble.net |
| Indian Creek - Chris Reynolds | 812.824.4981 | indiancreektownship@gmail.com |
| Perry - Dan Combs | 812.336.3713 | trustee@perrytownship.info |
| Polk –*Scott Smith | 812.837.9446 | polktownshiptrustee@gmail.com |
| Richland - Marty Stephens | 812.876.2509 | rttfrontdesk@bluemarble.net |
| Salt Creek - *Joan Hall | 812.837.9140 | jcareyhall@gmail.com |
| Van Buren - Rita Barrow | 812.825.4490 | rbarrow@vanburentownship.org |
| Washington – *Mary VanDeventer | 812.325.1708 | mvandeventertrustee@gmail.com |

12. ADJOURNMENT

10:40 am

The summary minutes of the May 24 , 2023, Board of Commissioners' meeting were approved on May 31, 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
Wednesday, May 24, 2023
Nat U. Hill Meeting Room - 3rd Floor, Courthouse and Zoom Connection

1. Legal, Jeff Cockerill
Executive Order to enforce Monroe County Code Chapter 380.

Thomas made a motion to approve. Githens seconded.

No public comment.

Githens called a voice vote.

Motion carried 2-0.

MEMORANDUM OF MAY 8, 2023
JOINT EXECUTIVE SESSION MEETING OF THE
MONROE COUNTY BOARD OF COMMISSIONERS
AND THE MONROE COUNTY COUNCIL

Pursuant to Indiana Code §5-14-1.5-6.1(b)(2)(D), the Monroe County Board of Commissioners and the Monroe County Council met in Executive Session on May 8, 2023, in the Human Resources-County Council Conference Room for the purpose of discussing a real property transaction.

The meeting was called to order at 4:01 p.m.

The following Monroe County Council members were in attendance in person: Trent Deckard, Peter Iversen, Cheryl Munson, and Geoff McKim. Council members Kate Wiltz, Jennifer Crossley, and Marty Hawk were in attendance virtually.

The following Monroe County Commissioners were in attendance in person: Penny Githens, Julie Thomas, and Lee Jones.

Staff that were present in person included Angie Purdie, Kim Shell, Jeff Cockerill, and Molly Turner-King.

Representatives from the Monroe County Sheriff's Office as well as DLZ were present for the meeting in person.

The discussion of the Monroe County Commissioners and the Monroe County Council was limited to the advertised purposes of discussing a real property transaction.

The meeting was approximately one (1) hour in length.

Approved and certified on May _____ 2023, by the Board of Commissioners and on June ____, 2023 by the County Council.

COMMISSIONERS:

COUNCIL:

JULIE THOMAS, President

KATE WILTZ, President

PENNY GITHENS, Vice President

TRENT DECKARD, President Pro Tem.

LEE JONES

JENNIFER CROSSLEY

PETER IVERSEN

MARTY HAWK

GEOFF McKIM

CHERYL MUNSON

ATTEST:

CATHERINE SMITH, Auditor

MONTHLY REPORT - CLERK OF THE CIRCUIT COURT
Required by IC 33-17-2-8

FILED

MAY 23 2023

Catherine Smith

Auditor Monroe County, Indiana

MONTHLY REPORT APRIL 2023

Charges:

| | | | |
|---|------------------------------------|----|---------------------|
| 1 | Fees payable to the State | \$ | 348,274.00 |
| | JC - Reimbursements | \$ | |
| | FSSA Support | | |
| 2 | Fees payable to the county | \$ | 77,281.01 |
| 3 | Bank Discrepancy | \$ | 6,160.06 |
| 4 | Trust Funds (Bonds/Other) | \$ | 1,733,799.35 |
| 5 | Trust, Refunds | | |
| 6 | Trust, Judgment Collections | \$ | 17,124.38 |
| | ISETS Child Support Collections | \$ | 8,969.68 |
| | Interest-bearing Accounts Payables | \$ | 1,489.33 |
| | Cash on Hand | \$ | 1,500.00 |
| 7 | Total Charges | \$ | <u>2,194,597.81</u> |

Credits

| | | | |
|----|---|----|---------------------|
| 8 | Certificate of deposit | | |
| 9 | Certificate of deposit | | |
| 10 | Certificate of deposit | | |
| 11 | Monroe County Bank Account | \$ | 2,182,638.80 |
| | Monroe Bank Account - Ledger | | |
| | Old Judgment Collections | | |
| | ISETS Child Support | \$ | 8,969.68 |
| | Interest-Bearing Saving Account | \$ | 1,489.33 |
| 12 | Subtotal: Daily Balance Record (Lines 8-11) | | |
| 13 | ISETS Monthly Clerk's Support Record | \$ | - |
| 14 | Total Depository Balances as shown by Records | \$ | <u>2,193,097.81</u> |
| 15 | Investments on Hand at the close of business | \$ | - |
| 16 | Cash in office at the close of business | \$ | 1,500.00 |
| 17 | Total | \$ | - |
| 18 | Cash Short | | |
| 19 | Cash Long | | |
| 20 | PROOF (Line 7) | \$ | <u>2,194,597.81</u> |

| | | | |
|----|-----------------------------|----|--------------|
| 21 | Balance in All Depositories | \$ | 2,283,628.65 |
| 22 | Deduct: Outstanding Checks | \$ | (121,493.44) |

| | | | |
|----|---|----|--------------|
| 23 | Net Depository Balance | | |
| 24 | Deposits in Transit | \$ | 22,003.69 |
| 25 | Bank Fees | \$ | 100.00 |
| 26 | Interest | | |
| 27 | Miscellaneous Adjustments (explain fully) | \$ | 7,665.91 |
| 28 | Participant recoupments | \$ | 1,130.00 |
| 29 | Agency recoupments | \$ | 63.00 |
| 30 | Balance in all Depositories (line 14) | \$ | 2,193,097.81 |
| 31 | PROOF | \$ | 2,193,097.81 |

State of Indiana, MONROE County: ss: I, the undersigned Clerk of the Circuit Court in and for the afresaid county and state, do hereby certify that the foregoing report is true and correct to the best of my knowledge and belief and as appears of record now on file in this office.

Yvette G. Browne
 (SEAL) Clerk, Monroe Circuit Court

| | |
|--|-----------|
| SETS: Over \$406.20 | -406.20 |
| Adjustment for CC & ACH items in transit | 6,224.21 |
| Credit Card deposited in Bank | -4,693.10 |
| ACH ST of IN Payables | -291.00 |
| State dated/reissued checks cashed | 267.00 |
| Return Bank Fees | |
| Other Adjustments | 6,565.00 |
| Total Misc Adjustments | 7,665.91 |

Copy for Commissioners
 Copy for Board of Finance
 Copy for State Board of Accounts @
 E418 Government Center South
 Indianapolis, IN 46204

COUNTY TREASURER'S MONTHLY REPORT

Required by IC 36-2-10-16 and IC 5-13

Month ending:

April

2023

MONROE COUNTY

CHARGES:

| | |
|--|-------------------|
| 1 Total Taxes Collected (Not Received to Ledger or Refunded) | \$ 31,426,811.75 |
| 2 Advance Collection of Taxes | 0.00 |
| 3 Bank, Building and Loan and Credit Union | 0.00 |
| 4 Barrett Law Collection | 0.00 |
| 5 Cash Change Fund | 1,000.00 |
| 6 Conservancy District Collections | 0.00 |
| 7 Demand Fees | 0.00 |
| 8 Advance Tax Draw (neg) | 0.00 |
| 9 Drainage Assessments | 0.00 |
| 10 Excess Tax Collections | 0.00 |
| 11 Gross Income Tax on Real Estate | 0.00 |
| Wheel & Surtax | 359,640.95 |
| 12 Vehicle License Excise Tax | 4,669,597.46 |
| 13 Sewage Collections | 0.00 |
| 14 Vehicle Sharing | 422.80 |
| 15 Aircraft License Excise Tax | 7,934.18 |
| 16 Auto Rental Excise Tax | 230,304.11 |
| 17 Watercraft Title and Registration Fees (Boat Excise Tax) | 114,621.37 |
| 18 Loto Excise Tax Cut | 1,871,091.28 |
| 19 Heavy Equipment Rental | 357,081.22 |
| 20 Negative Exp Downtown TIF adjustment | (3,384.08) |
| 21 Total Balances of all Ledger Accounts - Cash | 132,530,274.82 |
| 22 Total Balances of all Ledger Accounts - Investments | 0.00 |
| 23 Total Charges | \$ 171,565,395.86 |

CREDITS:

| | |
|---|-------------------------------------|
| 24 Depository Balance as Shown by Daily Balance of Cash and Depositories Record (List in Detail on Reverse Side) | \$ 149,439,929.83 |
| 25 Investments as Shown by Daily Balance of Cash and Depositories Record Column 12, Line 41 | \$ 22,124,466.03 |
| 26 Total Cash on Hand at Close of Month: | |
| Currency | \$ 900.00 |
| Coins | 100.00 |
| Checks, Money Orders, etc. | 0.00 |
| Total | \$ 1,000.00 |
| 27 | |
| 28 | |
| 29 | |
| 30 Total | \$ 171,565,395.86 |
| 31 Cash Short (add) | 0.00 |
| 32 Cash Long (Deduct) | 0.00 |
| 33 Proof | \$ 171,565,395.86 \$ 171,565,395.86 |

| | |
|--|-------------------------------------|
| 34 Balance in all Depositories Per Daily Balance Record (Line 24 Above) | \$ 149,439,929.83 |
| 35 Outstanding Warrant-Checks (Detail by Depositories on Reverse Side) | (693,364.93) |
| 36 Balance in all Depositories Per Bank Statements (Detail on Reverse Side) | \$ 150,741,224.98 |
| 37 Deposits in Transit (Detail on Reverse Side) | (607,930.22) |
| 38 Proof | \$ 150,741,224.98 \$ 150,741,224.98 |

ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH:

| | |
|--|-------------|
| (a) Cash Change Fund Advanced by County | \$ 1,000.00 |
| (b) Receipts Deposited in Depositories | |
| (c) Uncollected Items on Hand (List on Reverse Side) | |
| (d) Total (Must Agree With Line 26 Above) | \$ 1,000.00 |

State of Indiana, Monroe County. SS: I, the undersigned treasurer of the aforesaid County and State hereby certify that the foregoing report is true and correct to the best of my knowledge and belief.

(Dated this 15th day of May 2023)

Jessica McEllan
County Treasurer

Note: Prepare in quadruplicate, retain one copy and give three copies to the County Auditor.

Original (White) --To be filed with County Auditor for Board of Finance.
Duplicate (Blue) --To be filed with County Auditor for Board of Commissioners.
Triplicate (Pink) --To be filed with County Auditor for transmission to State Board of Accounts.
Quadruplicate (Canary) --To be retained by County Treasurer.

RECEIVED MONROE COUNTY, INDIANA

Jessica McEllan

MAY 15 2023

FILED

COUNTY TREASURER'S

Required by IC 36-2-10-16
and IC 5-13

MONROE COUNTY
Month ending

April 30, 2023

STATEMENT OF DEPOSITORY BALANCES AT CLOSE OF MONTH

Apr-23

deposits+outstanding+BB balance=CB bal come back to cashbook balance

| Name and Location of Depository | Balance Per Bank Statements | Deposits in Transit | Outstanding Warrant-Checks | Balance Per Daily Balance Cash & Depositories |
|--|-----------------------------|---------------------|----------------------------|---|
| 001 - FFB Operating 1242 | \$28,337,996.63 | (\$169,784.46) | (\$692,082.50) | \$27,476,129.67 |
| 002 - FFB Payroll 3328 | \$0.00 | (\$81,445.88) | (\$1,282.43) | (\$82,728.31) |
| 003 - FFB Sweep 6040 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 004 - FFB PERF 5596 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 005 - FFB Credit Card 5324 | \$953,093.59 | \$12,943.73 | \$0.00 | \$966,037.32 |
| 006 - FFB General 5535 | \$50,174,742.39 | (\$155,725.12) | \$0.00 | \$50,019,017.27 |
| 013 - German American 3108 | \$29,892.11 | (\$41.22) | \$0.00 | \$29,850.89 |
| 014 - TI TRECS 0001 | \$70,431,976.33 | (\$210,957.41) | \$0.00 | \$70,221,018.92 |
| 027-ONB MC 20 Cap:80-0424-04-6 | \$813,524.76 | (\$2,929.00) | \$0.00 | \$810,595.76 |
| 029 - FFB ARPA Fund 7568 | (\$9.17) | \$9.17 | \$0.00 | \$0.00 |
| 030-ONB MC2021 Bond Hunter Valley | \$8.34 | (\$0.03) | \$0.00 | \$8.31 |
| Depository Totals | \$150,741,224.98 | (\$607,930.22) | (\$693,364.93) | \$149,439,929.83 |
| 007 - MS7203004 road & street | \$2,155,480.54 | \$0.00 | \$0.00 | \$2,155,480.54 |
| 008 - MS7203017 cum bridge | \$3,234,881.40 | \$0.00 | \$0.00 | \$3,234,881.40 |
| 009 - MS7202940 aviation gen | \$193,128.10 | \$0.00 | \$0.00 | \$193,128.10 |
| 010 - MS7202979 aviation constr | \$428,758.34 | \$0.00 | \$0.00 | \$428,758.34 |
| 011 - MS7202924 aviation building | \$642,275.07 | \$0.00 | \$0.00 | \$642,275.07 |
| 012 - MS7202953 property re-assesmt | \$527,363.58 | \$0.00 | \$0.00 | \$527,363.58 |
| 017 - Redev-80-0267-02-3 | \$58,972.69 | (\$212.32) | \$0.00 | \$58,760.37 |
| 018 - Redev-80-0267-01-5 | \$450.79 | (\$1.62) | \$0.00 | \$449.17 |
| 019 - Redev-80-0306-01-1 | \$734.48 | (\$2.63) | \$0.00 | \$731.85 |
| 020 - Redv com 80-0306-03-7 | \$304,499.33 | (\$1,096.31) | \$0.00 | \$303,403.02 |
| 021 - Bank of New York Mellon/Holdings | \$14,051,076.62 | \$777.82 | \$0.00 | \$14,051,854.44 |
| 022-ONB MC18 Bond Int 80-0386-01-3 | \$44.63 | (\$0.11) | \$0.00 | \$44.52 |
| 023-ONB MC18 Constr 80-0386-03-9 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 024-ONB MC18 Surplus 80-0386-02-1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 025-ONB MC 20 P&I 80-0424-01-2 | \$441.39 | (\$1.53) | \$0.00 | \$439.86 |
| 026-ONB MC 20 Debt 80-0424-03-8 | \$528,799.65 | (\$1,903.88) | \$0.00 | \$526,895.77 |
| Investment Totals | \$22,126,906.61 | (\$2,440.58) | \$0.00 | \$22,124,466.03 |
| Totals | \$172,868,131.59 | (\$610,370.80) | (\$693,364.93) | \$171,564,395.86 |
| * Interest | | | | |
| ** Outstanding Checks | | | | |
| ***Reconciling item per St Bd of Accts | | | | |
| ****Bank Error | | | | |
| Investments Balance | | | | |
| Warrants & Deposits in Transit | | | | \$1,303,735.73 |

ADVANCE CKS FOR SETTLEMENT

* Interest

** Outstanding Checks

***Reconciling item per St Bd of Accts

****Bank Error

(Checks and other items returned by depositories and in process of collection at close of month)

| Date Originally Received | Received From | For | Date Returned | Returned by (Name of Dep) | Reason for Return | Amount |
|--------------------------|---------------|-----|---------------|---------------------------|-------------------|--------|
| | | | | | | |

FILED

MAY 16 2023

Catherine Smith

County, Indiana



WEIGHTS AND MEASURES MONTHLY REPORT

State Form 44196 (R2/10-99)



Jurisdiction: Monroe

Date: 16-Apr to 15-May 2023

NARRATIVE

(Explain Miscellaneous Tests and Activities)

Small Scales. I was able to complete my "spring" small scales this month. I have just a handful of stops that are on or near the IU campus that are difficult to do while the students are in session. I will be getting these scheduled this month so everything will be tested by the time fall rolls around.

Farmers Market

I did get a pretty good start with the market this month. I sent an email to the vendors prior to my visit and had a pretty good response. I visited the downtown market this month and I hope to hit the Woolley market in the next couple of weeks.

Fuel Dispensers

We had a few good warm days this month so I was able to get a good start on the gas stations. I am finding some rejects but most are minor or they are rejects for the devices being above tolerance limits in the favor of the customer.

Package/ Method of Sale Inspections

I conducted some method of sale inspections this month. On packages I found very few errors. However, I also did some auditing of the propane cages in our county. The purpose of this is 1. To catalog all of the propane retailers in the county (from my estimate so far, we have close to 100 and I've only cataloged about 1/2 of them.
2. To ensure accurate signage is posted displaying price, net weight, packager, etc.)

Of the ones that I have found so far I have found a few errors. I will be issuing letters of violation to these retailers and giving them a timeframe to have the issues corrected by prior to taking enforcement actions.

| 9 INSPECTION ACTIVITIES | STATISTICAL | | | |
|----------------------------------|-------------|----------|-------------|-------|
| | Correct | Rejected | Confiscated | TOTAL |
| SCALES | | | | |
| Vehicle - State Police | | | | |
| Vehicle - State Inspection | | | | |
| Vehicle - City or County | 1 | | | 1 |
| Railroad Scales | | | | |
| Belt Conveyor Scales | | | | |
| Livestock Scales | | | | |
| Portable & Dormant Scales | 6 | | | 6 |
| Hopper Scales | | | | |
| Computing Scales | 31 | 5 | | 36 |
| Suspension Scales | 1 | | | 1 |
| Prescription Scales | 2 | | | 2 |
| Gram Scales | | | | |
| Non-Commercial Scales | | | | |
| MEASURING DEVICES | | | | |
| LPG Meters | | | | |
| CNG Meters | | | | |
| Vehicle Truck Meters | | | | |
| Gasoline, Kerosene, Diesel Tests | 178 | 19 | | 197 |
| High Flow Diesel Tests | | | | |
| Mass Flow Meters | | | | |
| Taxi Meters | | | | |
| Timing Devices | | | | |
| CALIBRATIONS AND TESTS | | | | |
| Commercial Weights | | | | |
| Prescription Weights | | | | |
| Wheel Weighers | | | | |
| Test Weights | | | | |
| Liquid Measures | | | | |
| Linear Measures | | | | |
| Miscellaneous | | | | |
| OTHER ACTIVITIES | | | | |
| Packages Checked | 105 | | | 105 |
| Packages Controlled | 162 | 22 | | 184 |
| LP Gas Cylinders | | | | |
| Oxide samples | | | | |
| Measuregraphs | | | | |
| Misc. Determinations | 2 | | | 2 |
| GRAND TOTAL | 326 | 24 | | 350 |

Indiana Division of Weights & Measures
2525 N Shadeland Ave Ste D3, Indianapolis, IN 46219
Office: (317) 356-7078 * Fax: (317) 351-2878
www.in.gov



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 proposals submitted to relocate the badge reader and supporting hardware from the interior set of vestibule doors to the exterior set at the main entrance of the Curry Building.

Currently the exterior entrance doors do not lock which allow access to the vestibule at all hours of the day and night.

This project will require work from 3 contractors.

A. B-Tech Fire and Security (025120) will install lock hardware and relocate the badge reader in the amount of \$2,090.00

B. Elite Electric LLC (004170) will install an electrical receptacle in the amount of \$200.00

C. Matrix Integration (003244) will run the network cable in the amount of \$1,685.00

Total project cost = \$3,975.00

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

Curry Building - Outer Doors

23120050123

812-332-1995 • 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 nonperformance 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

Proposal

| Service Information | | |
|--------------------------------|--|------------|
| Curry Building 214 W 7th St | | |
| Bloomington IN 47404-3746 | | |
| Phone: | (812) 803-6331 | Fax: |
| Alt Contact: | | Alt Phone: |
| E-Mail: | gcrohn@co.monroe.in.us | |

| Job Name |
|------------------------------|
| Curry Building - Outer Doors |

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

| Proposal # |
|-------------|
| 23120050123 |

Scope of Work:

Install access control on: Move mag locks from inner to outer doors.

Install card reader

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

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

Labor is estimated at 16 hours. Actual time and materials billed upon completion

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

| Item | |
|---------------------|----|
| Mini Mullion Reader | 1 |
| Labor | 16 |

Summary of Costs



| | |
|-------------------|-------------------|
| Job Subtotal: | \$2,090.00 |
| Tax | \$0.00 |
| Total Due: | \$2,090.00 |

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.



Elite Electric, LLC



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

Estimate

| | | | |
|--|-------|----------------------------------|-------------------|
| ESTIMATE SUBMITTED TO Dave Gardber | | TODAY'S DATE 05/10/2023 | DATE ON BLUEPRINT |
| PHONE NUMBER | EMAIL | JOB NAME Entry Access contril | |
| ADDRESS, CITY, STATE, ZIP 501 N Morton st | | JOB LOCATTION Curry Building | |

Scope of Work

Estimates are for budget purposes only.

- Install 120 Volt outlet on door frame for new access magnetic lock.

Total: \$200.00

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: _____, 2023

Catherine Smith, Auditor

| | | |
|---|---|--|
| TO Richard Crider Monroe County Government 119 West 7 th Street Bloomington, IN 47404 | Price: \$ 1,685.00 <u>Payment Terms:</u> Materials invoiced as received by Client and/or by Matrix. Labor invoiced upon completion. | DATE: 5/23/2023 O: (812) 349-2139 Direct: (812) 325-4341 Presented by: Mariah Obermeier |
| Curry Building Cabling | Purchase Order #: _____ Authorized Signature: _____ Title: _____ Date: _____ | |
| PROPOSAL: 78909 | | |
| Comments: | 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:

Monroe County Government (Client) plans to install card readers on the outside of the double doors at the Curry Building. The client is requesting installation of the required cabling to accommodate.

Scope of Work:

Matrix Responsibilities:

- Add new and or moved cable closer to lobby outside door area.
- Add low voltage card reader Lv1 inside and place outside card reader cable on the inside of exterior wall.

Client Responsibilities:

- Access to veterans' affairs office to move cable in lobby door area.
 - *We may be able to splice cable in this area to expediate project downtime.*

Project Constraints & Assumptions:

The required cabling product excluding miscellaneous materials required for installation will be available on-site.

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 (Misc. Materials) | \$ 65.00 |
| Professional Services | \$ 1,620.00 |
| <u>Total Project Investment</u> | \$ 1,685.00 |

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

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 3/4% 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.

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.

Matrix Integration
"Contractor"

Board of Commissioners of Monroe County
"Board"

by

Date _____

ATTEST: _____, 2023

Catherine Smith, Auditor



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal ☒ Work session ☐ Department

Title to appear on Agenda: Request approval for electronic recording service provider (ERSP) agreement with eRecording Partner Network (ePN).

Vendor #

Executive Summary:

Beginning January 1, 2018 and pursuant to IC 32-21-2-5.8, a county recorder may receive, index, store, archive and transmit electronic documents as well as accept electronically any fee or tax that the county recorder is authorized to collect.

Monroe County has entered into agreements with three of the four major vendors who facilitate e-recording for Recorders in Indiana. This request is to enter into a similar agreement with the fourth vendor, eRecording Partners Network or ePN.

ePN would submit documents through our existing eRMConnect system from CSI so there is no need for additional equipment or expenditure. ePN will be responsible for all fees connected with using eRMConnect interface which aggregates electronic submissions by certified providers.

Fund Name(s):

N/A

Fund Number(s):

N/A

Amount(s)

\$0 spent

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Amy Swain

Phone Number(s)

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

Attorney who reviewed:


Request to be Electronic Recording Service Provider (ERSP)

I, Pamela Trombo, as an authorized signatory for eRecording Partners Network, LLC ("ERSP"), by my signature below, request authorization from Monroe County, IN ("County") to use the eRMConnect system provided to County by CSI – Computer Systems, Inc. ("CSI") for the Electronic Recording of Documents as authorized by County herein.

I acknowledge that ERSP is responsible for maintaining an agreement with County regarding the legality and recordability of all Document Submissions and for any/all payments owed to County for Recording Fees and Agency Fees when using the eRMConnect system and that ERSP is responsible for payment of all CSI Fees owed to CSI to use eRMConnect. Said payments for all Recording Fees and Agency Fees will be made to a designated account, in compliance with an agreement and documentation between ERSP and County.

I understand and accept that ERSP must satisfy the eRMConnect integration and Certification requirements of CSI prior to submitting Documents through eRMConnect, which includes completion of the Electronic Recording Service Provider Agreement between CSI and ERSP, successful completion of and maintenance of the eRMConnect Certification process, payment of the CSI Integration Service Fee, and providing timely payments to CSI for all CSI Fees.

ERSP

Signed by: 
Printed Name: Pamela Trombo
Date: 8/23/2022

Address: 6111 W Plano Pkwy, Suite 3800, Plano, TX 75093

Phone number: 888-325-3365

Email address: Pam@GOePN.com

Authorization of ERSP (To be completed by County)

I, _____, as an authorized signatory for Monroe County, IN by my signature below, authorize ERSP to use the eRMConnect system provided by CSI for the Electronic Recording of Documents as authorized herein with County. Attached is the initial Authorized Document Submission list by County for submission to eRMConnect by ERSP. Additional Document Submissions may be added to this authorization.

I acknowledge that any/all payments made by ERSP for Recording Fees and Agency Fees owed to County will be made via ACH to a designated account, in compliance with an agreement and documentation between the County and ERSP.

Signed by: _____
Title: _____
Date: _____

This authorization is to remain in full force and effect until any Party provides written notification to the other Parties of its termination of this authorization.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 05/31/23

Formal ☒

Work session ☐

Department Recorder

Title to appear on Agenda: Request to renew annual service agreement with Rapid Reproductions for TZ30000 large format printer.

Vendor # 001087

Executive Summary:

The Recorder's Office uses a large format printer/scanner for use with plats, surveys and other documents larger than 11" x 17" when needed. This request is to renew the annual service agreement for this printer. So far this year, we have had a hardware update, training for new employees and troubleshooting help as part of the services provided by the agreement.

Fund Name(s):

Recorder's Perpetuation Fund

Fund Number(s):

1189-40001-0000

Amount(s)

\$75.00/month
\$.0875/sqft/monthly

Presenter: Amy Swain, Recorder

Speaker(s) for Zoom purposes:

Name(s)

Amy Swain

Phone Number(s)

812-349-7315

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

Attorney who reviewed: Baker, Lee

Posters, Banners, Yard Signs
Bond Copies
Large Format Digital Printing
Mounting & Laminating
Scanning Services
Survey Equipment and Supplies
Canon, KIP, HP, Epson, Kyocera
Wide Format Copiers,
Printers, & Scanners



RAPID
Reproductions Inc.

129 S. 11th Street, Terre Haute, IN 47807 (812) 238-1681 / Fax (812) 235-0690
email: rapid@rapidreproductions.net

"Business Equipment & Printing Solutions"

Full Service & Supply Contract

Customer:

Name: Monroe County Recorder
Address: 100 West Kirkwood Ave, Rm 122
City, State, Zip: Bloomington, IN 47404

Equipment to be Serviced:

Model: Canon TZ 30000 MFP
Serial #: BATR00870

Contract Period:

Start Date: May 3, 2023
End Date: May 3, 2024

Beginning Meter reading:

Meter Reading Contact:

Name: Amy Swain

Email: aswain@co.monroe.in.us

Monthly Contract Rates: All contracts cover travel, parts, and labor. Consumables are covered. Consumables include MBK Ink, and standard 20lb paper. All other inks and specialty papers are on a per order basis.

Monthly Fee: \$75.00 / mo

Usage: \$.0875 / sqft (meter requested on/near 1st of the month)

Rapid Reproductions, Inc. shall:

- Provide parts and labor for servicing equipment during regular work hours,
- Deliver and remove any equipment during regular work hours.
- Provide monthly or yearly billing with applicable overages checked on a monthly basis.
- Reserve the right to increase service rates and usage rates on an annual basis up to 5% of the current cost.
- **Not be held responsible for damages caused by customer misuse, placement of the machine in a harmful environment, accidents, natural disasters, power surges, or replacing tampered with or stolen equipment.**

Customer shall:

- **Not knowingly permit any person, other than Rapid Reproductions, Inc. personnel, to repair, adjust, or otherwise tamper with the interior of the equipment.**
- Not make any alteration to the equipment.
- **Not Use Non OEM inks, print heads, maintenance cartridges, toner. ANY use of Non OEM products will result in the nullification of this contract.**
- Not assign, transfer, pledge or hypothecate this agreement, including the equipment included herein, to any other entity. Nor allow the equipment to be used by anyone other than properly trained employees.
- Not relocate, transfer, or encumber equipment. In the event that it is necessary to move the equipment, Rapid Reproductions will provide transportation and installation in the new location. There is a Fee for this service that is not covered under this contract.
- Make available any key operator(s) for training in the use of the equipment.
- Key operator(s) shall be permitted to operate equipment during and/or after working hours as required.
- Make equipment available during regular business hours for preventative maintenance as determined by schedule, by need, or by service personnel recommendation.
- Indemnify and hold harmless Rapid Reproductions, Inc. personnel from and against any damage, loss, liabilities, injuries, claims, demands, costs, and expenses of every kind and nature, including legal fees and disbursements arising out of and in connection with the use, condition, or operation of the equipment during the contract. Customer further acknowledges that in no event shall Rapid Reproductions, Inc. be liable for loss or damage to original documents in the operation of the equipment, for damages of delay, for incidental expenses or for consequential damages of any kind.
- Provide any Meter readings requested for Usage and Service reasons within 5 days of the request, or promised monthly date. 1st _____
- Be responsible for any shipping and handling fees incurred for supplies requested. An Inventory may be requested at any time by Rapid Reproductions. Failure to return any unused supplies at the end of the contract term, will result in you being invoiced at the current rate.
- Agree to provide the following:
 - The proper environment as stipulated by Rapid Reproductions, Inc. service personnel.
 - All Cables and Software necessary to connect equipment to the Customer's system.

- Pay all applicable state and local taxes.

****All service calls may be subject to delays that are beyond the control of Rapid***

Reproductions, Inc. including but not limited to: acts of God, government, and nature. *

In addition to any other rights that we may have, Rapid Reproductions, Inc. may have the right to terminate the agreement at any time, and remove the equipment:

- A) If the Customer fails to make any payments due, and if such default continues sixty (60) days after written notice of such default to the Customer; or
- B) If the Customer, petitions for reorganization under the Bankruptcy Act or is adjudicated a Bankrupt, or if a receiver or a trustee is appointed for the Customer's business or if the obligations under this Contract, then Rapid Reproductions, Inc. shall without further notice have the immediate right to terminate this Contract.
- C) If there is media contamination of the machine, or mechanical failures caused by usage of non-electrostatic or non-approved papers and films.

Additional Information:

This form must be signed and mailed, faxed, or emailed to Rapid Reproductions, Inc. before we can process your service contract.

Customer:

Name: Monroe County Recorder

Address: 100 West Kirkwood Ave, Rm 122

City, State, Zip: Bloomington, IN 47404

I accept the terms of the Service Agreement

Purchase Order # _____

Signature

Date

Rapid Reproductions

Date

ADDENDUM TO SERVICE AGREEMENT

Pursuant to Indiana Code chapter 22-5-1.7 and Monroe County Code chapters 266 and 296, the following provisions are included in the foregoing public contract for services:

1. Acceptance of this Service Agreement is evidence that there is intent to comply with the Americans with Disabilities Act of 1990, Rehabilitation Act of 1973, and Title VI of the 1964 Civil Rights Act.
2. Compliance with Law. Rapid Reproductions, Inc shall comply with all State of Indiana and Monroe County applicable laws and regulations. Rapid Reproductions, Inc shall indemnify and save harmless the Monroe County Board of Commissioners for any fines or expenses of any nature which it might incur from noncompliance. Rapid Reproductions, Inc will comply with Indiana Code chapter 22-5-1.7, specifically including the following:
 - A. _____ to enroll in and verify the work eligibility status of all newly hired employees of Allied through the E-Verify program.
 - B. Rapid Reproductions, Inc is not required to verify the work eligibility status of all newly hired employees of Rapid Reproductions, Inc through the E-Verify program, if the E-Verify program no longer exists.
 - C. _____ must sign an affidavit affirming that _____ does not knowingly employ an unauthorized alien.
3. Non-discrimination. In the performance of work under this Service Agreement, it is agreed that Rapid Reproductions, Inc, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any program participant because of his/her race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran.
4. Harassment. In the performance of work under this Service Agreement, it is agreed that Rapid Reproductions, Inc, any of its subcontractors, or any person acting on their behalf shall not, in any manner, engage in any form of harassment on County time and County property, including harassment based on age, color, disability, ethnicity, gender, sexual orientation, national origin, race, religion, veteran status, housing status, or any other legally-protected classification.

IN WITNESS WHEREOF, Rapid Reproductions, Inc and Commissioners have executed this Service Agreement as dated below in two counterparts, each of which shall be deemed an original.

Rapid Reproductions, Inc
"XXXXXXX"


by Zach Hosking

Date 5/18/23

Board of Commissioners of Monroe County
"Commissioners"

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:

On 05-17-23, The Monroe County Parks & Recreation Board approved a service agreement with Green Hat Media, LLC to produce a highlight video of Monroe County Parks properties, facilities, programs, and events.

Fund Name(s):

County General - Printing & Advertising
County General - Contractual

Fund Number(s):

1000-30500-0803
1000-30006-0803

Amount(s)

\$3,110.00

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:

Agreement for Services

This Agreement is made between Green Hat Media, LLC ("Contractor") and the Monroe County Parks and Recreation Board and the Monroe County Board of Commissioners (collectively, "Monroe County"). The Contractor and Monroe County mutually agree as follows:

1. Scope of Project.

- a. The terms of this agreement enlist Contractor to produce a highlight video of Monroe County Parks properties, facilities, programs, and events. Contractor agrees that in the execution of the services of this Agreement Contractor shall comply with any federal and/or state laws governing the use of drones. Section 8 entitled Compliance with Law of this Agreement is applicable to any violations of any applicable laws.
- b. Contractor shall provide the services set forth in "Exhibit A," consisting of one (1) page in its entirety, and which is incorporated herein and made a part of this Agreement.

2. Price.

- a. The total amount paid to Contractor shall not exceed \$3,110.00 without further written approval by Monroe County. Contractor shall submit invoices, including the time and dates worked, and a detailed description of the work performed. Invoices can be submitted to Kelli Witmer, Monroe County Parks and Recreation Director, at kwitmer@co.monroe.in.us and/or 501 N. Morton St., Suite 100, Bloomington, IN 47404. Monroe County Parks and Recreation Department shall pay Contractor's submitted invoices within forty-five (45) days of receipt.

3. Term.

- a. The term of this Agreement shall be from the date executed by both parties, below, and shall expire on December 31, 2023. This Agreement may be extended by both parties if done so mutually and in writing and approved in the same manner as this Agreement. Either party may terminate this Agreement by giving written notice to the other party at least thirty (30) days in advance of the intended date of termination.

4. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person(s) or property related to performance pursuant to this Agreement and agrees to indemnify and save harmless Monroe County from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the service, except such claims, costs or suits arising out of the negligence of Monroe County or its employees.

5. Worker's Compensation.

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 Monroe County before commencement of work on a project. Failure to provide this certificate may be regarded by Monroe County as material breach of this Agreement and may result in its cancellation without further cause. It shall be in Monroe County's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.

6. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least One (1) million per occurrence, and Two (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, in its, sole discretion, as a

material breach of this Agreement, and may result in its cancellation without further cause. It shall be in the Board's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.

7. **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, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

Contractor shall comply with all federal, state, and local laws and regulations. Contractor has been made aware of Monroe County's policy on non-discrimination and agrees to comply with the policy. In addition, Contractor has been made aware of the Monroe County's policy prohibiting harassment in all regards, including, but not limited to, employment practices. Contractor agrees to make the Commissioners aware of any conduct which may violate any County policy including, but not limited to, the policies prohibiting discrimination and harassment.

In the event that Contractor discriminates as stated herein, it is agreed that a penalty equal to the sum of five dollars (\$5.00) per person, per day of discrimination, may be deducted from the amount of compensation due Contractor under this Agreement. Should a second, or subsequent violation occur, said second or subsequent occurrence may be considered a material breach and this Agreement may be terminated and all monies due, or to become due hereunder, may be forfeited.

8. **Compliance with Law.** Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations. Contractor shall indemnify and save harmless Monroe County for any fines or expenses of any nature which it might incur from Contractor's noncompliance. Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:
 - a. Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
 - b. 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.
 - c. Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.
9. **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.
10. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
11. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.
12. **Entirety of Agreement.** This Agreement, consisting of three (3) pages, constitutes the entire agreement between the parties and may be modified only in writing referencing this Agreement and signed by both parties.

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

Contractor

Date

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS this
_____ day of _____, 2023, pursuant to Monroe County Code Chapter 266-5.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

Penny Githens, President

Penny Githens, President

Julie Thomas, Vice President

Julie Thomas, Vice President

Lee Jones, Commissioner

Lee Jones, Commissioner

ATTEST:

Catherine Smith, Auditor

Exhibit A

Green Hat Media, LLC

Estimate

Video Production Services Estimate

Tuesday April 4, 2023

Client: John Robertson c/o Monroe County Parks and Recreation
Project: Highlight video of Monroe County Parks properties, facilities, and programs
Location: Monroe County, Indiana

\$3,110 Total Estimate

\$1,555 Deposit

\$2,535 Labor

\$575 Equipment

Line Item Quote

\$255 Pre-production

| Hrs | Role | Rate | Line total |
|-----|------------------|------|------------|
| 3 | Project Producer | \$85 | \$255 |

\$255 Pre-pro (labor)

\$2,175 Production

| Qty. | Hrs | Role | Rate | Line total |
|------|-----|-------------------------------|----------|------------|
| 1 | 12 | Senior Media Dev. / Camera Op | \$105.00 | \$1,260.00 |
| 1 | 4 | Licensed Drone Operator | \$85.00 | \$340.00 |

\$1,600.00 Crew Subtotal (labor)

| # | Description | Flat Rate | Line total |
|---|----------------------------------|-----------|------------|
| 1 | Digital Cinema Camera | \$225 | \$225 |
| 1 | Cinema Lens Kit | \$150 | \$150 |
| 0 | Lighting & Electric | \$350 | \$0 |
| 1 | Drone - Mavic Air 2s | \$125 | \$125 |
| 1 | Grip & Support (Sliders, Tripod) | \$75 | \$75 |

\$575 Equipment Subtotal

\$680 Post Production

| # Videos | Hrs/ video | Role | Rate | Line total |
|----------|------------|-------------------|------|------------|
| 1 | 8 | Lead Video Editor | \$85 | \$680 |

\$680 Post Production Subtotal (labor)

This is only an initial estimate, and does not constitute contract for completion of work.

To secure contract, please contact: Garrett Poortinga (812) 340-4451

Page 1 of 1

END



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 is an amendment of the Monroe County ARPA Plan. Those items highlighted in yellow have not been appropriated or approved by the County Council at this time however, they are to be discussed and heard by the Council in June.

The additional projects are dependent upon council appropriation.

Fund Name(s):

American Rescue Plan Act

Fund Number(s):

8950

Amount(s)

\$2,174,400.00

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, Indiana American Rescue Plan Act Policy-Revision 5

Background:

Coronavirus 2019 (COVID-19) has caused the disruption of life in the US, social distancing, mass business closing, schools incorporating remote learning, reduced travel, and loss of jobs. While it is hard to imagine that anyone in Monroe County has not been affected by the Pandemic, specific populations and particular County funding streams have been more acutely affected than others.

The Federal Government has provided funding for local governments, including Monroe County, which can be used for the following purposes:

- Respond to or mitigate the public health emergency with respect to the COVID-19 emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality. These examples are intended to clarify congressional intent that these activities are eligible. However, state and local activities are NOT limited only to these activities.
- Provide government services to the extent of the reduction in revenue (i.e., online, property or income tax) due to the public health emergency.
- Make necessary investments in water, sewer, or broadband infrastructure.
- Respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work.

Purpose:

The Purpose of this policy to state the priorities for using the County's allotted funds. This plan may be expanded or contracted by the Board of County Commissioners at any time prior to County Council appropriation and either expenditure or commitment of the funds appropriated, it represents the current priorities.

Priorities:

These priorities are proposed to be funded, pending Council approval and proper agreements, if necessary.

1. -Revenue Replacement: The Treasury allows the County to declare up to Ten Million Dollar (\$10,000,000) as lost revenue or demonstrate actual loss if the amount is higher. The County makes that declaration of Ten Million Dollar (\$10,000,000) as lost revenue. Any already incurred expensed for calculation of lost revenue is also included in this plan. Utilization of the Revenue Replacement dollars is subject to that expense also being included as a separate priority proposed to be funded found in this plan.
2. Housing Insecurity Initiative Funding. As a result of that collaboration the Heading Home 2021 plan was created to serve as a community guide to support long-term initiatives in reducing and eliminating regional housing insecurity and homelessness in Monroe County. This letter of support from the Board of Commissioners and the County Council provides for the advancement of the strategies in the plan. The funding necessary provides for program design and consulting, program implementation, and seed money for sustainability. ARPA funding for program design, consulting, and program implementation.

Acct # 36700

Paid \$1.2 million 2022

3. Incentive of \$1,000 per full time employee and \$500 per part time employee for COVID-19 full vaccination (not including boosters) and the provision of proof of such vaccination to the County.

Acct # 36705

Paid \$133,448 2022

4. Use of funding for the organization and project visioning for the negative impacts caused by the COVID-19 Emergency, as it relates community gaps demonstrated in the Criminal Justice Study recently conducted by the County. The County shall enter into a contractual agreement for a Criminal Justice Response Coordinator whose role is to assist the government of Monroe County in review and, where appropriate, implantation of the recommend programs, services, policies, procedures, and internal function of our Criminal Justice system as provided by the RJS Justice Services and Inclusivity Strategic Consulting Reports. With a focus on reviewing community resources necessary to divert individuals from the Criminal Justice System or transition individuals once released from the Criminal Justice System, based on the Sequential Intercept Model. The impact of this work is expected to help those groups of people who have felt an increase negative impact due to the COVID-19 pandemic.

Acct # 36702

Paid \$25,000 2022

5. Use of funding to improve public infrastructure to support the construction of the Brine System at the Highway Garage. The Brine system will not only promote public safety but is shown to reduce harmful run off caused by our current winter weather implementation systems and will have reduce pollutants in the storm water system.

Acct # 4800

\$260,531.97 *Project not completed.*

6. Strengthening the transition to kindergarten especially among children who did not have access to a formal pre-K experience. Normal social growth of children was affected by the isolation experienced during the COVID-19 emergency.

Acct # 36703

Paid \$42,696.35 by 2022

7. Support for individuals who have been a victim of human trafficking. The Covid-19 emergency disproportionally effected trafficked individuals. Sojourn House is a local not for profit entity that provides assistance for trafficked individuals, this plan is to provide partial support for the physical housing facility dedicated to this purpose.

Acct # 36704

\$164,000 appropriated-Conditions apply.

8. Support Purchasing six new buses for Rural Transit. The buses will support individuals who have been disproportionally affected by Covid-19 emergency, both low income and those who are unable to attain a vehicle due to market conditions. (Estimated support amount \$540,000)

Acct # 48001

\$540,000 appropriated.

9. Infrastructure support for Habitat for Humanity's Osage Place project, which includes, but not limited to, water, sewer, and broadband. (Estimated support amount \$1,773,076)

Acct # 36706

\$1,773,076.00 appropriated

10. Rural Housing Repair assistance. Work with township trustee and/or other not for profit organizations to provide housing repair assistance for rural low-income residents. (Estimated support amount \$200,000)

Acct # 36709

\$200,000 appropriated in 2022.

11. The lack of adequate childcare has led to a workforce shortage both in filling positions and availability of employees to consistently attend work. This has disproportionately impacted low-income populations. The County financially support the work of Ivy Tech and New Hope's efforts to increase the childcare capacity of the Community. (Estimated cost \$1,025,000)

Acct # 36708

\$1,025,000 appropriated in 2022.

12. Support public health by providing financial assistance to Monroe County Fire Protection District for the purchase and equipping of four ambulance vehicles. (Estimated costs of \$1,217,970)

Acct # 48003

\$1,217,970 appropriated.

13. Support for public health by funding wastewater monitoring. (Estimated cost of \$91,000)

Acct # 36707

\$91,000 appropriated

14. Support for the tourism industry. Financial assistance for the Monroe County Convention Center to fund priority repairs to the center, see attached exhibit 13A.

Acct # 48004

\$1,059,000 appropriated.

15. Support for Alternative Energy. Expanding the County alternative energy production by funding additional alternative energy assets, including solar panel installations, on County owned or controlled property, this funding would support any expense for placement of those assets, including, but not limited to parking area canopies. The plan includes those items found in exhibit 14A.

Acct # 48005

\$1,011,571 appropriated

16. Support for Hoosier Hills food bank, a qualified not-for-profit, to purchase a refrigerated box truck.

Acct # 48002

\$30,000 appropriated

17. County employee retention bonus.

Acct # 19900

\$1,282,650 appropriated

18. Stormwater improvements for Grand Haven Estates, Hoosier Aloha, Indian Echo Hills, Marlin Hills, Woodview Hills, and Foxwoods Estates.

Acct # 48006

\$1,271,136 appropriated

19. Support for public health by purchasing and making available SHARP disposal boxes.

Acct # 29000

\$55,000 appropriated

20. Support for public health and offsetting negative impacts by providing funding for the improvement of septic systems.

Acct # 36710

\$220,000 appropriated

21. Support for public electronic communication infrastructure by providing WIFI capability at the Monroe County Fairgrounds and Monroe County Karst Farm Park

Acct # 36711

\$48,677 appropriated Fair Grounds

Acct # < >

Karst Farm Park – Not appropriated

22. Permanent supportive Housing (Beacon)

Acct # 36713

Up to \$500,000 appropriated- dependent upon Grant award.

23. Community Foundation Projects specific to assisting those most vulnerable to the effects of COVID-19.

Acct # 36712

\$1,200,000 Council tabled.

24. Stormwater improvements required of Bicentennial Trail Project

Acct # < >

\$700,000 Not appropriated.

25. ARPA Program Assistance Baker Tilley

Acct # < >

\$116,450.00 Not appropriated

26. Survey of persons in custody

Acct # < >

\$83,000 Not appropriated

These are priority area for review for potential use of ARPA funding:

1. Respond to the negative impacts caused by the COVID-19 Emergency, particularly funding as it relates community gaps demonstrated in the Criminal Justice Study recently conducted by the County.
2. Public works infrastructural needs include funding for additional maintenance of roadways, especially repaving, and storm water projects.
3. The County applied for grants for approximately \$6 Million in storm water projects. The Granting agency indicated that it would prefer the matching funds to be ARPA funds.
4. Support for public transportation.
5. Respond to the negative impacts caused by the COVID-19 Emergency, particularly funding to support for local working families, including childcare.
6. Respond to the negative impacts caused by the COVID-19 Emergency, particularly funding to support the elder population.
7. Respond to the negative impacts caused by the COVID-19 Emergency, supporting Public Health Initiatives, including mental health.
8. Support for the tourism industry, including support operation and capital improvements for the current convention center area.
9. Expand Broadband services.
10. Incentive for employees who choose to receive a COVID19 vaccine and are willing to voluntarily provide verification. Include incentives for vaccine-eligible county residents living in county employee's household, also with voluntary verification.
11. Funding for assistance to first responders, law enforcement, health providers, and teachers.

TOTALS (as of 5-23-23)

| Acct # | Not appropriated | appropriated | expended 2022 | expended 2023 | expended 2024 | balance | | | | |
|---------------|--|-------------------------|-------------------------|------------------------|------------------------|-----------------|--|--|--|--|
| 19900 | Retention | \$ 1,282,650.00 | | \$ 588,808.28 | | \$ 693,841.72 | Completed: Balance can return to other p | | | |
| 29000 | Sharps | \$ 55,000.00 | | | | \$ 55,000.00 | | | | |
| 36702 | CJRC Administrator Srvc | \$ 60,000.00 | \$ 25,000.00 | | | \$ 35,000.00 | Completed: Balance can return to other p | | | |
| 36703 | Pre K Readiness Program | \$ 43,000.00 | \$ 42,696.35 | | | \$ 303.65 | Completed: Balance can return to other p | | | |
| 36704 | Sojourn | \$ 164,000.00 | | | | \$ 164,000.00 | | | | |
| 36705 | vaccine incentive | \$ 600,000.00 | \$ 133,448.00 | | | \$ 466,552.00 | Completed: Balance can return to other p | | | |
| 36706 | Osage | \$ 1,773,076.00 | | | | \$ 1,773,076.00 | | | | |
| 36707 | waste monitering | \$ 91,000.00 | | | | \$ 91,000.00 | | | | |
| 36708 | Childcare | \$ 1,025,000.00 | | \$ 300,000.00 | | \$ 725,000.00 | | | | |
| 36700 | Heading Home | \$ 1,200,000.00 | \$ 1,200,000.00 | | | \$ - | | | | |
| 36709 | Rural Housing Repair | \$ 200,000.00 | | | | \$ 200,000.00 | | | | |
| 36710 | septic | \$ 220,000.00 | | | | \$ 220,000.00 | | | | |
| 36711 | Fairground wifi | \$ 48,677.00 | | | | \$ 48,677.00 | | | | |
| | Karst WIFI | \$ 75,000.00 | | | | | | | | |
| 48000 | Brine | \$ 400,000.00 | \$ 139,468.03 | \$ 171,652.41 | | \$ 88,879.56 | Project finished? | | | |
| 48001 | RT Elec buses | \$ 540,000.00 | | \$ 520,000.00 | | \$ 20,000.00 | Project finished? | | | |
| 48002 | HHFB | \$ 30,000.00 | | | | \$ 30,000.00 | | | | |
| 48003 | MFPD Ambulance | \$ 1,217,970.00 | | | | \$ 1,217,970.00 | | | | |
| 48004 | Convention Center | \$ 1,059,000.00 | | | | \$ 1,059,000.00 | | | | |
| 48005 | Solar | \$ 1,011,571.00 | | | | \$ 1,011,571.00 | | | | |
| 48006 | stormwater impro (paving / Drainag | \$ 1,271,136.00 | | \$ 44,916.03 | | \$ 1,226,219.97 | | | | |
| 36713 | Permanent Sup Housing (Beacon) | \$ 500,000.00 | | | | \$ 500,000.00 | | | | |
| 36712 | Community Foundation | \$ 1,200,000.00 | | | | | | | | |
| | Bicentennial Trail | \$ 700,000.00 | | | | | | | | |
| | Program Assistance Baker Tilley | \$ 116,400.00 | | | | | | | | |
| | Survey Program of Incustody | \$ 83,000.00 | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | \$ 1,540,612.38 | \$ 1,625,376.72 | | \$ 9,626,090.90 | | | | |
| | Total (includes NOT appropriated) | \$ 14,966,480.00 | | | \$ - | | | | | |
| | Total Appropriated | \$ 12,792,080.00 | \$ 11,251,467.62 | \$ 9,626,090.90 | \$ 9,626,090.90 | | | | | |
| | | | | | | | | | | |
| unds received | | \$ 26,863,869.62 | | | | | | | | |

Adopted this _____ day of _____, 2023.

MONROE COUNTY BOARD OF COMMISSIONERS

“YEAS”

“NAYS”

Penny Githens, President

Penny Githens, President

Julie Thomas, Vice President

Julie Thomas, Vice President

Lee Jones, Member

Lee Jones, Member

ATTEST: _____, 2023.

Catherine Smith, Monroe County Auditor



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 05/31/23

Formal ☒

Work session ☐

Department County Council

Title to appear on Agenda: Amendments to Sophia Travis Agreements for Bloomington Project School (2021 Agreement) and Girls Inc. of Monroe County (2022 Agreement).

Vendor #

Executive Summary:

On September 15, 2021, the Bloomington Project School was awarded a Sophia Travis Community Service grant to be used for Project Place, and to be used no later than the end of the calendar year of 2022. The Project School was unable to use the grant funds by the prescribed date and requested an extension for use of the funds.

On September 23, 2022, Girls Inc. of Monroe County was awarded a Sophia Travis Community Service grant to be used for their Fall 2022 Evening Program and to be used no later than the end of the calendar year of 2023. Girls Inc. requested an amendment to the Agreement to allow for the use of grant funds for their Spring 2023 Evening Program as well. By extending the purpose of the Agreement to include the Spring Evening Program, Grantee will be able to fully utilize the funding received from the county within the eligible spending period.

The Sophia Travis Community Service Grant committee approved recommending to the Monroe County Council amendments to the Agreements with The Project School and Girls Inc.

The Monroe County Council approved Resolution 2023-12 on May 9, 2023. This Resolution approves amendments that 1) extends the time frame for the Project School to use the grant funds and 2) amends the purpose for grant funds allowing Girls Inc. to use funds for the Spring 2023 Evening Program. The Council is forwarding to the Board of Commissioners for its approval the above referenced Amendments, which are attached as Exhibits C and D to Resolution 2023-12.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter: Molly Turner King

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: Turner-King, Molly

RESOLUTION 2023-12

A Resolution to Amend Agreements Regarding Sophia Travis Community Service Grant Funding for The Bloomington Project School and Girls Inc. of Monroe County

WHEREAS, in 2021 the Monroe County Council ("Council") passed a *Resolution* which, in part, granted funds to The Bloomington Project School ("Project School"), as part of the Sophia Travis Community Service Grant program; and

WHEREAS, in 2022 the Monroe County Council ("Council") passed a *Resolution* which, in part, granted funds to the Girls Inc. of Monroe County ("Girls Inc."), as part of the Sophia Travis Community Service Grant program; and

WHEREAS, by the "Agreement for the 2021 Sophia Travis Community Services Grant," (herein attached as Exhibit "A"), grant funds were awarded to Project School for use for Project Place and were to be used no later than the end of the calendar year of 2022; and,

WHEREAS, by the "Agreement for the 2022 Sophia Travis Community Services Grant," (herein attached as "Exhibit B"), grant funds were awarded to Girls Inc. for use for a Fall 2022 Evening Program; and,

WHEREAS, Project School was unable to expend Grant funds within the allocated time and is requesting an extension of time to do so; and,

WHEREAS, Girls Inc. requested an amendment to expand the scope of allowable uses of the Grant funds to include an additional project, a Spring 2023 Evening Program, and,

WHEREAS, on April 27, 2023, the Sophia Travis Community Service Grant Committee reviewed the above referenced requests by Project School and Girls Inc. and recommends said requests for approval by the Council.

WHEREAS, the Council deems it appropriate to amend the above referenced Agreements for the Grant in the following manner: 1) approving an extension of time for use of the funds for the Project School, as shown in the attached Amendment to Agreement for the 2021 Sophia Travis Community Services Grant ("Exhibit C"), and 2) approving the expansion of the scope for allowable uses of funds to include a Spring 2023 Evening Program for Girls Inc. as shown in the attached Amendment to Agreement for the 2022 Sophia Travis Community Services Grant, which shall be referred to as "Exhibit D."

WHEREAS, the Council agrees the Amended Agreements for the Project School and Girls Inc. be forwarded to the Monroe County Board of Commissioners for their approval.

NOW, THEREFORE, BE IT RESOLVED, that:

The Project School wishes to receive an extension of time to expend the Grant funds it received in 2021 as part of the Sophia Travis Community Service Grants Program, and will use said funds within the timeframe provided by the attached Amended Agreement, ("Exhibit C.") The Council approves the extension of time and agrees to forward the Amended Agreement to the Monroe County Board of Commissioners for approval.

Girls Inc. wishes to expend the Grant funds it received in 2022 as part of the Sophia Travis Community Service Grants Program for a Spring 2023 Evening Program, consistent with the attached Amended Agreement ("Exhibit D"). The Council approves changed use and agrees to forward the Amended Agreement to the Monroe County Board of Commissioners for approval.

Presented to and adopted this 9th day of May, 2023, by the Monroe County Council, Monroe County, Indiana.

MONROE COUNTY COUNCIL

"AYES"

x Kate Wiltz
Kate Wiltz, President

x Trent Deckard
Trent Deckard, President Pro Tempore

x Jennifer Crossley
Jennifer Crossley, Member

NOT PRESENT
Marty Hawk, Member

x Peter Iversen
Peter Iversen, Member

x Geoff McKim
Geoff McKim, Member

x Cheryl Munson
Cheryl Munson, Member

ATTEST:

Catherine Smith
Catherine Smith, Monroe County Auditor

"NAYS"

Kate Wiltz, President

Trent Deckard, President Pro Tempore

Jennifer Crossley, Member

Marty Hawk, Member

Peter Iversen, Member

Geoff McKim, Member

Cheryl Munson, Member

May 9, 2023
Date

**AGREEMENT FOR THE 2021
SOPHIA TRAVIS COMMUNITY SERVICES GRANT**

This Agreement is entered into by the Monroe County Board of Commissioners ("County") and The Bloomington Project School ("Grantee"), effective as of the last date executed by both parties, as shown below. This Agreement covers a Sophia Travis Community Services Grant ("Grant") awarded to Grantee by the Monroe County Council for 2021. The County and the Grantee mutually agree as follows:

1. **Amount.** County agrees to contribute to Grantee the sum of **\$2,420.00** from the Grant fund.
2. **Purpose.** Grantee shall use the Grant for **Project: Place**. If the amount awarded is insufficient to cover the project or purpose outlined in the Grant Application, and if the project cannot be carried forward as a result, Grantee may seek permission for other use of the funds.
3. **Completion.** The Grant must be used by Grantee no later than the end of the calendar year 2022. Grantee may seek, and the Monroe County Council may agree to, an extension of the time for use of the Grant.
4. **Responsibility.** Grantee assumes all risks and responsibility for accidents, injuries, or damages to person or property related to performance of the services or project for which the Grant is awarded.
5. **Compliance.** Grantee shall comply with all applicable laws and regulations of Federal, State and local government in the performance of the services or project for which the Grant is awarded.
6. **Report.** Within three (3) months of the use of the Grant funds received, Grantee shall file a written report with the Monroe County Council documenting the use of the Grant funds, accompanied with written invoices and proof of payment of the funds. Grantee shall promptly comply with any requests by County, Monroe County Council or State Board of Accounts for an accounting of the use of the grant funds by Grantee, whenever made.
7. **Governing Law.** This Agreement, and all disbursement of funds, shall be governed by the laws of the State of Indiana, and jurisdiction of any action taken under this Agreement shall lie in the Monroe County Indiana Circuit Courts.

In Witness Whereof, County and Grantee have executed this Agreement as dated below.

County: Monroe County Board of Commissioners

By: 
Julie Thomas, President

Date: 9-15-21

Grantee: The Bloomington Project School

By: 
Authorized Representative

Date: 08/30/2021

Attest:


Catherine Smith, Auditor
Monroe County, Indiana

**AGREEMENT FOR THE 2022
SOPHIA TRAVIS COMMUNITY SERVICES GRANT**

This Agreement is entered into by the Monroe County Board of Commissioners ("County") and Girls Inc of Monroe County ("Grantee"), effective as of the last date executed by both parties, as shown below. This Agreement covers a Sophia Travis Community Services Grant ("Grant") awarded to Grantee by the Monroe County Council for 2022. The County and the Grantee mutually agree as follows:

1. Amount. County agrees to contribute to Grantee the sum of **\$7,700** from the Grant fund.
2. Purpose. Grantee shall use the Grant for **Fall 2022 Evening Program**. If the amount awarded is insufficient to cover the project or purpose outlined in the Grant Application, and if the project cannot be carried forward as a result, Grantee may seek permission for other use of the funds.
3. Completion. The Grant must be used by Grantee no later than the end of the calendar year 2023. Grantee may seek, and the Monroe County Council may agree to, an extension of the time for use of the Grant.
4. Responsibility. Grantee assumes all risks and responsibility for accidents, injuries, or damages to person or property related to performance of the services or project for which the Grant is awarded.
5. Compliance. Grantee shall comply with all applicable laws and regulations of Federal, State and local government in the performance of the services or project for which the Grant is awarded.
6. Report. **Within three (3) months of the use of the Grant funds received, Grantee shall file a written report with the Monroe County Council documenting the use of the Grant funds, accompanied with written invoices and proof of payment of the funds.** Grantee shall promptly comply with any requests by County, Monroe County Council or State Board of Accounts for an accounting of the use of the grant funds by Grantee, whenever made.
7. Governing Law. This Agreement, and all disbursement of funds, shall be governed by the laws of the State of Indiana, and jurisdiction of any action taken under this Agreement shall lie in the Monroe County Indiana Circuit Courts.

In Witness Whereof, County and Grantee have executed this Agreement as dated below.

County: Monroe County Board of Commissioners

Grantee: Girls Inc of Monroe County

By: 
Julie Thomas, President

By: 
Authorized Representative

Date: 9/28/2022

Date: 9/20/22

Attest:



Date: September 28, 2022

Catherine Smith, Auditor
Monroe County, Indiana

**AMENDMENT TO AGREEMENT FOR THE 2021
SOPHIA TRAVIS COMMUNITY SERVICES GRANT**

This Amendment is entered into by the Monroe County Board of Commissioners ("County") and "**Bloomington Project School.**" ("Grantee"), effective as of the last date executed by both parties, as shown below.

On September 15, 2021, the County and the Grantee entered an Agreement ("Agreement") covering the Sophia Travis Community Services Grant ("Grant") awarded to Grantee by the Monroe County Council for **2021**. The total amount awarded through the Sophia Travis Community Service Grant to Grantee was \$2,420.00. The Agreement is attached herein as "Exhibit A." This Amendment hereby amends the Agreement as follows:

1. Paragraph 2 "Purpose" in Agreement provides: "Grantee shall use the Grant for Project: Place. If the amount awarded is insufficient to cover the project or purpose outlined in the Grant Application, and if the project cannot be carried forward as a result, Grantee may seek permission for other use of the funds."
2. Paragraph 3 "Completion" in Agreement provides: "The Grant must be used by Grantee no later than the end of the calendar year **2022**. Grantee may seek, and the Monroe County Council may agree to, an extension of the time for use of the Grant."
3. Grantee was unable to use the full amount awarded by the Grant by the end of the calendar year of 2022. The grant funds were to be applied to the Project: Place identified as a collaboration project between The Project School, Habitat for Humanity, Loren Wood Builders that eighth grade students will have the opportunity to participate in. The curriculum for this Project was suspended due to the Covid-19 pandemic.
4. The Grantee has requested an extension of time as provided for in Paragraph 3 to use the Grant.
5. The County and the Grantee hereby agree to extend the date of completion by which funds must be used no later than December 31, 2023.
6. Except as specifically changed or altered by this Amendment, the Agreement remains in full force and effect and without other revisions. This Amendment shall be attached to the Agreement and fully incorporated therein.

In Witness Whereof, County and Grantee have executed this Agreement as dated below.

County: Monroe County Board of Commissioners

Grantee: "Bloomington Project School."

By: _____
Penny Githens, President

By: _____
Authorized Representative

Date: _____

Date: _____

Attest:

Catherine Smith, Auditor
Monroe County, Indiana

Date: _____, 2023.

**AMENDMENT TO
AGREEMENT FOR THE 2022
SOPHIA TRAVIS COMMUNITY SERVICES GRANT**

This Amendment is entered into by the Monroe County Board of Commissioners ("County") and **"Girls Inc. of Monroe County."** ("Grantee"), effective as of the last date executed by both parties, as shown below.

On September 28, 2022, the County and the Grantee entered an Agreement ("Agreement") covering the Sophia Travis Community Services Grant ("Grant") awarded to Grantee by the Monroe County Council for **2022**. The total amount awarded through the Sophia Travis Community Service Grant to Grantee is \$7,700.00. The Agreement is attached herein as "Exhibit A." This Amendment hereby amends the Agreement as follows:

1. Paragraph 2 "Purpose" in Agreement provides: "Grantee shall use the Grant for Fall 2022 Evening Program. If the amount awarded is insufficient to cover the project or purpose outlined in the Grant Application, and if the project cannot be carried forward as a result, Grantee may seek permission for other use of the funds."
2. Grantee now requests the approval to use remaining grant funds toward its Spring 2023 Evening program. A Fall evening program was offered by Grantee and had an amazing amount of interest and support by attendees. Grantee now seeks approval to extend this evening program into the Spring and to use grant funds for this purpose. By extending the program into the Spring, Grantee will be able to fully utilize the funding received from County within the eligible spending period.
3. The County and the Grantee hereby agree to expand the "Purpose" of the Agreement to include the "Spring 2023 Evening Program."
4. Except as specifically changed or altered by this Amendment, the Agreement remains in full force and effect and without other revisions. This Amendment shall be attached to the Agreement and fully incorporated therein.

In Witness Whereof, County and Grantee have executed this Agreement as dated below.

County:
Monroe County Board of Commissioners

Grantee:
Girls Inc. of Monroe County

By: _____
Penny Githens, President

By: _____
Authorized Representative

Date: _____

Date: _____

Attest:

Catherine Smith, Auditor
Monroe County, Indiana

Date: _____, 2023.

**SOPHIA TRAVIS COMMUNITY SERVICES GRANTS
COMMITTEE RECOMMENDATION**

The Bloomington Project School ("The Project School") was awarded \$2,420.00 to use for Project: Place. Per the terms of the Agreement, the Department had to use the funds no later than the end of the calendar year 2022. The Project School was not able to expend the allocated funds within the prescribed time limit. The Project School requested an extension in order to spend the remaining balance of the grant award.

The Sophia Travis Grants Committee met on Thursday, April 27, 2023 in order to consider the extension request of The Bloomington Project School.

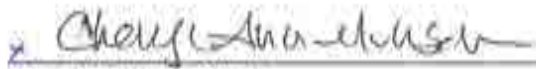
The Committee recommends by a vote of 4 to 0 to:

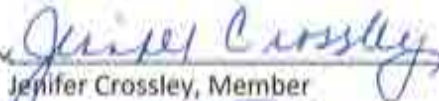
☐ NOT grant an extension.

☒ GRANT an extension with a term date of 12/31/2023.

This recommendation will be forwarded to the Monroe County Council for review and approval.

So recommended this 27th day of April, 2023.


Cheryl Munson, Chair


Jennifer Crossley, Member


Peter Iversen, Member


Jean Capler, Member

VACANT, Member

**SOPHIA TRAVIS COMMUNITY SERVICES GRANTS
COMMITTEE RECOMMENDATION**

Girls Inc. of Monroe County ("Girls Inc.") was awarded \$7,700.00 to use for Fall 2022 Evening Program. Per the terms of the Agreement, the Department had to use the funds no later than the end of the calendar year 2023. Girls Inc. was not able to expend the allocated funds within the Fall 2022 Evening Program. Girls Inc. requested an extension in order to spend the remaining balance of the grant award.

The Sophia Travis Grants Committee met on Thursday, April 27, 2023 in order to consider the extension request of Wheeler Mission.

The Committee recommends by a vote of 4 to 0 to:


☐ NOT grant an extension.


☒ GRANT an extension with a term date of an additional project of Spring 2023

This recommendation will be forwarded to the Monroe County Council for review and approval.

So recommended this 27th day of April, 2023.


Cheryl Munson, Chair


Jennifer Crossley, Member


Peter Iversen, Member


Jean Capler, Member

VACANT, Member



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

05/31/23

Formal



Work session



Department

Commissioners

Title to appear on Agenda:

Ratification of an amendment with the
Indiana Institute on Disability

Vendor #

Executive Summary:

This amendment changes the effective date of the agreement to June 1.

Fund Name(s):

NA

Fund Number(s):

NA

Amount(s)

NA

Presenter:

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

AGREEMENT FOR SERVICES PROVIDED BY THE INDIANA INSTITUTE ON DISABILITY

THIS AGREEMENT is made by and between Monroe County Commissioners (“Client”) and The Trustees of Indiana University on behalf of the Indiana Institute on Disability and Community (“IIDC”) on this 1st day of June, 2023 (“Effective Date”).

WHEREAS, Client wishes to receive certain professional services from IIDC and IIDC is capable and willing to provide such services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Description of Services

A request has been made by the Monroe County Commissioners and the Monroe County Community Justice Response Committee for first-hand information to assess the experiences and utilization of programming and services of individuals served by the Monroe County Criminal Justice System., The target population would include those currently incarcerated, those currently on probation, and if possible, those who recently have been through the system (post-probation). Center for Collaborative Systems Change (CCSC) will develop a survey, work with the Monroe County Jail and Probation Offices to implement the survey, analyze the data collected, and report findings to the Monroe County Commissioners. Additionally, CCSC will work with local agencies (to-be-determined) to recruit and individually interview individuals who are recently post-probation. Please see attached SOW for further details. The Monroe County Commissioners approval of this agreement is contingent upon Appropriation by the Monroe County Council and acceptance by the Monroe County Sheriff and Monroe County Board of Judges. The survey questionnaire is subject to Sheriff review and approval.

2. Payment

In exchange for the services described above, Client shall, upon receipt of a monthly invoice from IIDC detailing fees and expenses, pay IIDC up to \$83,000 in total. This rate is not subject to any other agreement between the parties.

3. Additional Services

The parties agree that if additional services are required beyond those specified above, the parties will, by mutual written agreement, determine the scope, payment rate, and other terms by which such additional services will be provided, prior to performing any additional services. It is further agreed that no additional compensation shall be due or payable on account of additional services unless such services have been specifically authorized by Client.

4. Term and Termination

This Agreement shall be effective from the Effective Date until 12 month after Institutional Review Board approval is obtained or until terminated by either party pursuant to this Section 4. Either party may terminate this Agreement at any time upon ten (10) days’ written notice to the other party. In the event of termination, IIDC shall be compensated by Client for all services rendered under this Agreement as billed and itemized as of the date of termination.

5. Indemnity

Client, including its officers, directors, agents, employees, and affiliates, agrees to defend, indemnify and hold harmless IIDC, its trustees, directors, successors, employees, agents, and assigns from and against any and all costs, expenses (including reasonable attorneys' fees), interest, losses, obligations, liabilities, or damages which may be incurred or sustained by IIDC, and which arise out of or are in connection with or are for the purpose of avoiding any and all claims, demands, actions, causes of action, suits, appeals, and proceedings based on actual or alleged injuries, damages, or liability of any kind made or brought against IIDC, sustained in connection with this Agreement, to the maximum extent permitted by law.

6. Limitation of Liability

To the extent permitted by applicable law, and regardless of the legal basis for the claim(s), IIDC shall not be liable for any indirect, consequential, exemplary, punitive, special, or incidental damages, or damages for lost profits or revenues, arising under or in connection with this Agreement, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. Further, IIDC shall not be liable to the Client for any damages arising as a result of the Client's own willful acts. Nothing contained herein shall operate as a limitation on the right of either party hereto to bring an action for damages against any third party, including claims for indirect, special or consequential damages, based on any acts or omissions of such third party. In no event shall IIDC's liability to the Client under this Agreement exceed the amount of fees paid and to be paid to IIDC from Client under this Agreement.

7. Relationship of Parties

The parties enter this Agreement as independent contractors, and nothing herein shall be interpreted to create any agency, partnership, or joint venture between them. Nothing in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any intellectual property right arising out of the services performed under this Agreement by implication, license, or otherwise.

8. Governing Law

This Agreement shall be construed in accordance with and pursuant to the internal laws of the State of Indiana, without regard to choice of law rules. Further, the parties: (a) agree that litigation initiated by either party concerning the interpretation or implementation of this Agreement shall exclusively be brought and litigated in a state court of competent jurisdiction in Monroe County, Indiana, or in federal court in the Southern District of Indiana; (b) consent to the personal jurisdiction of such courts; and (c) waive any defense of forum non conveniens.

9. Non-discrimination

IIDC is aware of Monroe County's policy prohibiting harassment of any kind. If IIDC becomes aware of any harassment, IIDC shall immediately report harassment to the Monroe County Legal Department. In the performance of work under this Agreement, it is agreed that IIDC, 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 their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of their race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or

status as a veteran – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

10. IU Property

As part of performing the Services, IU personnel may utilize copyrighted or copyrightable material, proprietary software, methodologies, tools, specifications, ideas, knowledge, or data that has been developed by IU and/or its personnel (collectively, "IU Property"). Client acknowledges that IU Property is and shall remain the exclusive property of IU and its personnel. Client shall not do any act, or assist any other party to do any act, which would infringe IU’s or its personnel’s rights in any of the IU Property, and shall not contest the rights of IU or its personnel in any of the IU Property. Client shall notify IU immediately if Client becomes aware of any suspected infringement of IU Property rights and take such action as IU shall direct in relation to the infringement.

11. No Assignment

Neither party may assign this Agreement, or any portion thereof, without the express written consent of the other party.

12. Waiver

The failure of either party to enforce a breach of this Agreement will not constitute a waiver of any future breach, whether similar or dissimilar in nature.

13. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the subject matter described herein and supersedes any prior negotiations and agreements. This Agreement may not be modified or amended except by a written agreement executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date above.

For The Trustees of Indiana University:

Client:

Name

Name

Title

Title

Signature

Signature

Date

Date

Acceptance by the Monroe County Sheriff:

Signature

Date



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

05/31/23

Formal



Work session



Department

Commissioners

Title to appear on Agenda:

Amendment to the Trust Indenture for the
Richland Apartments

Vendor #

Executive Summary:

This amendment is to include the amortization schedule that is necessary now that the Construction is completed.

Fund Name(s):

NA

Fund Number(s):

NA

Amount(s)

NA

Presenter:

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

FIRST AMENDMENT TO INDENTURE OF TRUST

Between

MONROE COUNTY, INDIANA,
As Issuer

and

U.S. BANK NATIONAL ASSOCIATION,
As Trustee

Dated as of _____1, 2023

Securing

\$8,790,000
Monroe County, Indiana
Multifamily Housing Tax-Exempt Mortgage-Backed Securities (M-TEMS)
(Richland Apartments), Series 2021 (FN)

FIRST AMENDMENT TO INDENTURE OF TRUST

This FIRST AMENDMENT TO INDENTURE OF TRUST (this “Amendment”), made, entered into and effective as of _____, 2023, by and between the MONROE COUNTY, INDIANA (together with its successors and assigns, the “Issuer”), a political subdivision organized and existing under the laws of the State of Indiana, and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America and authorized to accept and execute trusts of the character herein set forth, including such entity’s successors or any other corporation or association resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at any time serving as successor trustee hereunder (the “Trustee”);

W I T N E S S E T H:

WHEREAS, the Issuer has been duly created and is organized pursuant to and in accordance with the provisions of Title 36, Article 7, Chapters 11.9 and 12 the Indiana Code, as now in effect and as may be supplemented from time to time (collectively, the “Act”), and is now existing and operating as a political subdivision of the State of Indiana (the “State”); and

WHEREAS, in order to provide a portion of the funds necessary for the acquisition, rehabilitation, construction and equipping of the Project (as hereinafter defined, along with any other capitalized term used but not defined in the Recitals or Granting Clauses of the Indenture, in Section 1.01), the Issuer has, pursuant to the Act and an Indenture of Trust (the “Indenture”) dated as of July 1, 2021 between the Issuer and the Trustee, issued its Multifamily Housing Tax-Exempt Mortgage-Backed Securities (M-TEMS) (Richland Apartments), Series 2021 (FN), in the principal amount of \$8,790,000 (the “Certificates”); and

WHEREAS, pursuant to the Financing Agreement dated as of July 1, 2021 (the “Financing Agreement”) among the Issuer, Ellettsville Senior Citizens Housing LLC (the “Borrower”) and the Trustee, the Issuer used the proceeds of the Certificates to make a loan to the Borrower, evidenced by the Certificate Loan Note, to provide a portion of the financing of the acquisition, rehabilitation, construction and equipping of the Project; and

WHEREAS, the Indenture provides that on the Conversion Date the Permanent Loan Amortization Schedule may be modified by the Permanent Lender; and

WHEREAS, the Permanent Lender desires the permanent loan amortization schedule attached hereto as Exhibit A and made a part hereof be effective on the Conversion Date as the Permanent Loan Amortization Schedule referenced in the Indenture as Exhibit D; and

WHEREAS, the Borrower and the Permanent Lender by their signatures hereto acknowledging and agreeing to this Amendment and to the Permanent Loan Amortization Schedule attached hereto as Exhibit A do not become parties to the Indenture.

NOW, THEREFORE, the Issuer and the Trustee, with the acknowledgement and agreement of the Borrower and the Permanent Lender, agree as follows:

Section 1. In this Amendment, words and terms defined in the Indenture shall have the meaning prescribed therein unless the context indicates otherwise. Any words or terms used in the Indenture for which a different definition is provided herein shall be and hereby are amended to have the meanings herein specified. Unless the context shall clearly otherwise indicate, words importing the singular number shall include the plural number in each case, and vice versa, and words importing persons shall include firms and corporations, and terms employed in the disjunctive form shall be deemed to be employed also in the conjunctive form and vice versa.

Section 2. The permanent loan amortization schedule attached hereto as Exhibit A and made a part hereof shall on the Conversion Date become the Permanent Loan Amortization Schedule referenced in the Indenture as Exhibit D thereto.

Section 3. Except as revised by this Amendment, the Indenture remains in full force and effect unchanged.

Section 4. This Amendment may be executed in counterparts.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Issuer has caused this First Amendment to Indenture of Trust to be executed on its behalf by its Authorized Officer and the Trustee, to evidence its acceptance of the trusts created hereunder, has caused this First Amendment To Indenture of Trust to be executed in its name by its duly authorized signatory, all as of the day and year first above written.

MONROE COUNTY, INDIANA, as Issuer
By its Board of Commissioners

Penny Githens, President

ATTEST:

By: _____
Catherine Smith, Auditor

[Signatures continue on next page]

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By: _____
Authorized Signatory

[Signatures continue on next page]

IN WITNESS WHEREOF, the undersigned Borrower acknowledges and agrees to the Permanent Loan Amortization Schedule attached hereto and made a part hereof as Exhibit A all as of the day and year first above written.

**ELLETTSVILLE SENIOR CITIZENS
HOUSING LLC**, an Indiana limited liability company

By: Ellettsville Senior Housing Manager, LLC,
an Indiana limited liability company, its
Managing Member

By: Richland Senior Citizens Housing Inc., an
Indiana nonprofit corporation,
its Manager

By: _____
Dennis Fisher, President

[Signatures continue on next page]

IN WITNESS WHEREOF, the undersigned Permanent Lender acknowledges and agrees to the Permanent Loan Amortization Schedule attached hereto and made a part hereof as Exhibit A all as of the day and year first above written.

MERCHANTS CAPITAL CORP.,

an Indiana corporation

By: _____

Name: _____

Title: _____

EXHIBIT A

PERMANENT LOAN AMORTIZATION SCHEDULE

Loan Amortization Schedule

As Of 7/9/2021



| | | | |
|-----------------------------|--|------------------------|----------------|
| Loan Name: | Richland Apartments (GSE) | | |
| Original Principal Balance: | \$8,790,000.00 | Account Number: | 1004240 |
| Current Principal Balance | \$8,790,000.00 | Current Interest Rate: | 2.96% |
| Property Name: | Richland Housing Project | | Maturity Date: |
| Property Address: | 800 W. Allen St Ellettsville, IN 47429 | | 2/1/2039 |

| | Payment Date | Payment Amount | Principal | Interest | Service Fee | Ending Balance |
|-------------|--------------|----------------|------------------|--------------|-------------|----------------|
| | 2/1/2024 | \$0.00 | (\$8,790,000.00) | \$0.00 | \$0.00 | \$8,790,000.00 |
| | 3/1/2024 | \$33,632.41 | \$11,950.41 | \$21,682.00 | \$0.00 | \$8,778,049.59 |
| | 4/1/2024 | \$33,632.41 | \$11,979.89 | \$21,652.52 | \$0.00 | \$8,766,069.70 |
| | 5/1/2024 | \$33,632.41 | \$12,009.44 | \$21,622.97 | \$0.00 | \$8,754,060.26 |
| | 6/1/2024 | \$33,632.41 | \$12,039.06 | \$21,593.35 | \$0.00 | \$8,742,021.20 |
| | 7/1/2024 | \$33,632.41 | \$12,068.76 | \$21,563.65 | \$0.00 | \$8,729,952.44 |
| | 8/1/2024 | \$33,632.41 | \$12,098.53 | \$21,533.88 | \$0.00 | \$8,717,853.91 |
| | 9/1/2024 | \$33,632.41 | \$12,128.37 | \$21,504.04 | \$0.00 | \$8,705,725.54 |
| | 10/1/2024 | \$33,632.41 | \$12,158.29 | \$21,474.12 | \$0.00 | \$8,693,567.25 |
| | 11/1/2024 | \$33,632.41 | \$12,188.28 | \$21,444.13 | \$0.00 | \$8,681,378.97 |
| | 12/1/2024 | \$33,632.41 | \$12,218.34 | \$21,414.07 | \$0.00 | \$8,669,160.63 |
| Total: 2024 | | \$336,324.10 | (\$8,669,160.63) | \$215,484.73 | \$0.00 | |
| | 1/1/2025 | \$33,632.41 | \$12,248.48 | \$21,383.93 | \$0.00 | \$8,656,912.15 |
| | 2/1/2025 | \$33,632.41 | \$12,278.69 | \$21,353.72 | \$0.00 | \$8,644,633.46 |
| | 3/1/2025 | \$33,632.41 | \$12,308.98 | \$21,323.43 | \$0.00 | \$8,632,324.48 |
| | 4/1/2025 | \$33,632.41 | \$12,339.34 | \$21,293.07 | \$0.00 | \$8,619,985.14 |
| | 5/1/2025 | \$33,632.41 | \$12,369.78 | \$21,262.63 | \$0.00 | \$8,607,615.36 |
| | 6/1/2025 | \$33,632.41 | \$12,400.29 | \$21,232.12 | \$0.00 | \$8,595,215.07 |
| | 7/1/2025 | \$33,632.41 | \$12,430.88 | \$21,201.53 | \$0.00 | \$8,582,784.19 |
| | 8/1/2025 | \$33,632.41 | \$12,461.54 | \$21,170.87 | \$0.00 | \$8,570,322.65 |
| | 9/1/2025 | \$33,632.41 | \$12,492.28 | \$21,140.13 | \$0.00 | \$8,557,830.37 |
| | 10/1/2025 | \$33,632.41 | \$12,523.10 | \$21,109.31 | \$0.00 | \$8,545,307.27 |
| | 11/1/2025 | \$33,632.41 | \$12,553.99 | \$21,078.42 | \$0.00 | \$8,532,753.28 |
| | 12/1/2025 | \$33,632.41 | \$12,584.95 | \$21,047.46 | \$0.00 | \$8,520,168.33 |
| Total: 2025 | | \$403,588.92 | \$148,992.30 | \$254,596.62 | \$0.00 | |
| | 1/1/2026 | \$33,632.41 | \$12,615.99 | \$21,016.42 | \$0.00 | \$8,507,552.34 |
| | 2/1/2026 | \$33,632.41 | \$12,647.11 | \$20,985.30 | \$0.00 | \$8,494,905.23 |
| | 3/1/2026 | \$33,632.41 | \$12,678.31 | \$20,954.10 | \$0.00 | \$8,482,226.92 |
| | 4/1/2026 | \$33,632.41 | \$12,709.58 | \$20,922.83 | \$0.00 | \$8,469,517.34 |

| | | | | | | |
|-------------|-----------|--------------|--------------|--------------|--------|----------------|
| | 5/1/2026 | \$33,632.41 | \$12,740.93 | \$20,891.48 | \$0.00 | \$8,456,776.41 |
| | 6/1/2026 | \$33,632.41 | \$12,772.36 | \$20,860.05 | \$0.00 | \$8,444,004.05 |
| | 7/1/2026 | \$33,632.41 | \$12,803.87 | \$20,828.54 | \$0.00 | \$8,431,200.18 |
| | 8/1/2026 | \$33,632.41 | \$12,835.45 | \$20,796.96 | \$0.00 | \$8,418,364.73 |
| | 9/1/2026 | \$33,632.41 | \$12,867.11 | \$20,765.30 | \$0.00 | \$8,405,497.62 |
| | 10/1/2026 | \$33,632.41 | \$12,898.85 | \$20,733.56 | \$0.00 | \$8,392,598.77 |
| | 11/1/2026 | \$33,632.41 | \$12,930.67 | \$20,701.74 | \$0.00 | \$8,379,668.10 |
| | 12/1/2026 | \$33,632.41 | \$12,962.56 | \$20,669.85 | \$0.00 | \$8,366,705.54 |
| Total: 2026 | | \$403,588.92 | \$153,462.79 | \$250,126.13 | \$0.00 | |
| | 1/1/2027 | \$33,632.41 | \$12,994.54 | \$20,637.87 | \$0.00 | \$8,353,711.00 |
| | 2/1/2027 | \$33,632.41 | \$13,026.59 | \$20,605.82 | \$0.00 | \$8,340,684.41 |
| | 3/1/2027 | \$33,632.41 | \$13,058.72 | \$20,573.69 | \$0.00 | \$8,327,625.69 |
| | 4/1/2027 | \$33,632.41 | \$13,090.93 | \$20,541.48 | \$0.00 | \$8,314,534.76 |
| | 5/1/2027 | \$33,632.41 | \$13,123.22 | \$20,509.19 | \$0.00 | \$8,301,411.54 |
| | 6/1/2027 | \$33,632.41 | \$13,155.59 | \$20,476.82 | \$0.00 | \$8,288,255.95 |
| | 7/1/2027 | \$33,632.41 | \$13,188.05 | \$20,444.36 | \$0.00 | \$8,275,067.90 |
| | 8/1/2027 | \$33,632.41 | \$13,220.58 | \$20,411.83 | \$0.00 | \$8,261,847.32 |
| | 9/1/2027 | \$33,632.41 | \$13,253.19 | \$20,379.22 | \$0.00 | \$8,248,594.13 |
| | 10/1/2027 | \$33,632.41 | \$13,285.88 | \$20,346.53 | \$0.00 | \$8,235,308.25 |
| | 11/1/2027 | \$33,632.41 | \$13,318.65 | \$20,313.76 | \$0.00 | \$8,221,989.60 |
| | 12/1/2027 | \$33,632.41 | \$13,351.50 | \$20,280.91 | \$0.00 | \$8,208,638.10 |
| Total: 2027 | | \$403,588.92 | \$158,067.44 | \$245,521.48 | \$0.00 | |
| | 1/1/2028 | \$33,632.41 | \$13,384.44 | \$20,247.97 | \$0.00 | \$8,195,253.66 |
| | 2/1/2028 | \$33,632.41 | \$13,417.45 | \$20,214.96 | \$0.00 | \$8,181,836.21 |
| | 3/1/2028 | \$33,632.41 | \$13,450.55 | \$20,181.86 | \$0.00 | \$8,168,385.66 |
| | 4/1/2028 | \$33,632.41 | \$13,483.73 | \$20,148.68 | \$0.00 | \$8,154,901.93 |
| | 5/1/2028 | \$33,632.41 | \$13,516.99 | \$20,115.42 | \$0.00 | \$8,141,384.94 |
| | 6/1/2028 | \$33,632.41 | \$13,550.33 | \$20,082.08 | \$0.00 | \$8,127,834.61 |
| | 7/1/2028 | \$33,632.41 | \$13,583.75 | \$20,048.66 | \$0.00 | \$8,114,250.86 |
| | 8/1/2028 | \$33,632.41 | \$13,617.26 | \$20,015.15 | \$0.00 | \$8,100,633.60 |
| | 9/1/2028 | \$33,632.41 | \$13,650.85 | \$19,981.56 | \$0.00 | \$8,086,982.75 |
| | 10/1/2028 | \$33,632.41 | \$13,684.52 | \$19,947.89 | \$0.00 | \$8,073,298.23 |
| | 11/1/2028 | \$33,632.41 | \$13,718.27 | \$19,914.14 | \$0.00 | \$8,059,579.96 |
| | 12/1/2028 | \$33,632.41 | \$13,752.11 | \$19,880.30 | \$0.00 | \$8,045,827.85 |
| Total: 2028 | | \$403,588.92 | \$162,810.25 | \$240,778.67 | \$0.00 | |
| | 1/1/2029 | \$33,632.41 | \$13,786.03 | \$19,846.38 | \$0.00 | \$8,032,041.82 |
| | 2/1/2029 | \$33,632.41 | \$13,820.04 | \$19,812.37 | \$0.00 | \$8,018,221.78 |
| | 3/1/2029 | \$33,632.41 | \$13,854.13 | \$19,778.28 | \$0.00 | \$8,004,367.65 |
| | 4/1/2029 | \$33,632.41 | \$13,888.30 | \$19,744.11 | \$0.00 | \$7,990,479.35 |
| | 5/1/2029 | \$33,632.41 | \$13,922.56 | \$19,709.85 | \$0.00 | \$7,976,556.79 |

| | | | | | |
|-------------|--------------|--------------|--------------|--------|----------------|
| 6/1/2029 | \$33,632.41 | \$13,956.90 | \$19,675.51 | \$0.00 | \$7,962,599.89 |
| 7/1/2029 | \$33,632.41 | \$13,991.33 | \$19,641.08 | \$0.00 | \$7,948,608.56 |
| 8/1/2029 | \$33,632.41 | \$14,025.84 | \$19,606.57 | \$0.00 | \$7,934,582.72 |
| 9/1/2029 | \$33,632.41 | \$14,060.44 | \$19,571.97 | \$0.00 | \$7,920,522.28 |
| 10/1/2029 | \$33,632.41 | \$14,095.12 | \$19,537.29 | \$0.00 | \$7,906,427.16 |
| 11/1/2029 | \$33,632.41 | \$14,129.89 | \$19,502.52 | \$0.00 | \$7,892,297.27 |
| 12/1/2029 | \$33,632.41 | \$14,164.74 | \$19,467.67 | \$0.00 | \$7,878,132.53 |
| Total: 2029 | \$403,588.92 | \$167,695.32 | \$235,893.60 | \$0.00 | |
| 1/1/2030 | \$33,632.41 | \$14,199.68 | \$19,432.73 | \$0.00 | \$7,863,932.85 |
| 2/1/2030 | \$33,632.41 | \$14,234.71 | \$19,397.70 | \$0.00 | \$7,849,698.14 |
| 3/1/2030 | \$33,632.41 | \$14,269.82 | \$19,362.59 | \$0.00 | \$7,835,428.32 |
| 4/1/2030 | \$33,632.41 | \$14,305.02 | \$19,327.39 | \$0.00 | \$7,821,123.30 |
| 5/1/2030 | \$33,632.41 | \$14,340.31 | \$19,292.10 | \$0.00 | \$7,806,782.99 |
| 6/1/2030 | \$33,632.41 | \$14,375.68 | \$19,256.73 | \$0.00 | \$7,792,407.31 |
| 7/1/2030 | \$33,632.41 | \$14,411.14 | \$19,221.27 | \$0.00 | \$7,777,996.17 |
| 8/1/2030 | \$33,632.41 | \$14,446.69 | \$19,185.72 | \$0.00 | \$7,763,549.48 |
| 9/1/2030 | \$33,632.41 | \$14,482.32 | \$19,150.09 | \$0.00 | \$7,749,067.16 |
| 10/1/2030 | \$33,632.41 | \$14,518.04 | \$19,114.37 | \$0.00 | \$7,734,549.12 |
| 11/1/2030 | \$33,632.41 | \$14,553.86 | \$19,078.55 | \$0.00 | \$7,719,995.26 |
| 12/1/2030 | \$33,632.41 | \$14,589.76 | \$19,042.65 | \$0.00 | \$7,705,405.50 |
| Total: 2030 | \$403,588.92 | \$172,727.03 | \$230,861.89 | \$0.00 | |
| 1/1/2031 | \$33,632.41 | \$14,625.74 | \$19,006.67 | \$0.00 | \$7,690,779.76 |
| 2/1/2031 | \$33,632.41 | \$14,661.82 | \$18,970.59 | \$0.00 | \$7,676,117.94 |
| 3/1/2031 | \$33,632.41 | \$14,697.99 | \$18,934.42 | \$0.00 | \$7,661,419.95 |
| 4/1/2031 | \$33,632.41 | \$14,734.24 | \$18,898.17 | \$0.00 | \$7,646,685.71 |
| 5/1/2031 | \$33,632.41 | \$14,770.59 | \$18,861.82 | \$0.00 | \$7,631,915.12 |
| 6/1/2031 | \$33,632.41 | \$14,807.02 | \$18,825.39 | \$0.00 | \$7,617,108.10 |
| 7/1/2031 | \$33,632.41 | \$14,843.54 | \$18,788.87 | \$0.00 | \$7,602,264.56 |
| 8/1/2031 | \$33,632.41 | \$14,880.16 | \$18,752.25 | \$0.00 | \$7,587,384.40 |
| 9/1/2031 | \$33,632.41 | \$14,916.86 | \$18,715.55 | \$0.00 | \$7,572,467.54 |
| 10/1/2031 | \$33,632.41 | \$14,953.66 | \$18,678.75 | \$0.00 | \$7,557,513.88 |
| 11/1/2031 | \$33,632.41 | \$14,990.54 | \$18,641.87 | \$0.00 | \$7,542,523.34 |
| 12/1/2031 | \$33,632.41 | \$15,027.52 | \$18,604.89 | \$0.00 | \$7,527,495.82 |
| Total: 2031 | \$403,588.92 | \$177,909.68 | \$225,679.24 | \$0.00 | |
| 1/1/2032 | \$33,632.41 | \$15,064.59 | \$18,567.82 | \$0.00 | \$7,512,431.23 |
| 2/1/2032 | \$33,632.41 | \$15,101.75 | \$18,530.66 | \$0.00 | \$7,497,329.48 |
| 3/1/2032 | \$33,632.41 | \$15,139.00 | \$18,493.41 | \$0.00 | \$7,482,190.48 |
| 4/1/2032 | \$33,632.41 | \$15,176.34 | \$18,456.07 | \$0.00 | \$7,467,014.14 |
| 5/1/2032 | \$33,632.41 | \$15,213.78 | \$18,418.63 | \$0.00 | \$7,451,800.36 |
| 6/1/2032 | \$33,632.41 | \$15,251.30 | \$18,381.11 | \$0.00 | \$7,436,549.06 |

| | | | | | | |
|--------------------|-----------|---------------------|---------------------|---------------------|---------------|----------------|
| | 7/1/2032 | \$33,632.41 | \$15,288.92 | \$18,343.49 | \$0.00 | \$7,421,260.14 |
| | 8/1/2032 | \$33,632.41 | \$15,326.63 | \$18,305.78 | \$0.00 | \$7,405,933.51 |
| | 9/1/2032 | \$33,632.41 | \$15,364.44 | \$18,267.97 | \$0.00 | \$7,390,569.07 |
| | 10/1/2032 | \$33,632.41 | \$15,402.34 | \$18,230.07 | \$0.00 | \$7,375,166.73 |
| | 11/1/2032 | \$33,632.41 | \$15,440.33 | \$18,192.08 | \$0.00 | \$7,359,726.40 |
| | 12/1/2032 | \$33,632.41 | \$15,478.42 | \$18,153.99 | \$0.00 | \$7,344,247.98 |
| Total: 2032 | | \$403,588.92 | \$183,247.84 | \$220,341.08 | \$0.00 | |
| | 1/1/2033 | \$33,632.41 | \$15,516.60 | \$18,115.81 | \$0.00 | \$7,328,731.38 |
| | 2/1/2033 | \$33,632.41 | \$15,554.87 | \$18,077.54 | \$0.00 | \$7,313,176.51 |
| | 3/1/2033 | \$33,632.41 | \$15,593.24 | \$18,039.17 | \$0.00 | \$7,297,583.27 |
| | 4/1/2033 | \$33,632.41 | \$15,631.70 | \$18,000.71 | \$0.00 | \$7,281,951.57 |
| | 5/1/2033 | \$33,632.41 | \$15,670.26 | \$17,962.15 | \$0.00 | \$7,266,281.31 |
| | 6/1/2033 | \$33,632.41 | \$15,708.92 | \$17,923.49 | \$0.00 | \$7,250,572.39 |
| | 7/1/2033 | \$33,632.41 | \$15,747.66 | \$17,884.75 | \$0.00 | \$7,234,824.73 |
| | 8/1/2033 | \$33,632.41 | \$15,786.51 | \$17,845.90 | \$0.00 | \$7,219,038.22 |
| | 9/1/2033 | \$33,632.41 | \$15,825.45 | \$17,806.96 | \$0.00 | \$7,203,212.77 |
| | 10/1/2033 | \$33,632.41 | \$15,864.49 | \$17,767.92 | \$0.00 | \$7,187,348.28 |
| | 11/1/2033 | \$33,632.41 | \$15,903.62 | \$17,728.79 | \$0.00 | \$7,171,444.66 |
| | 12/1/2033 | \$33,632.41 | \$15,942.85 | \$17,689.56 | \$0.00 | \$7,155,501.81 |
| Total: 2033 | | \$403,588.92 | \$188,746.17 | \$214,842.75 | \$0.00 | |
| | 1/1/2034 | \$33,632.41 | \$15,982.17 | \$17,650.24 | \$0.00 | \$7,139,519.64 |
| | 2/1/2034 | \$33,632.41 | \$16,021.59 | \$17,610.82 | \$0.00 | \$7,123,498.05 |
| | 3/1/2034 | \$33,632.41 | \$16,061.11 | \$17,571.30 | \$0.00 | \$7,107,436.94 |
| | 4/1/2034 | \$33,632.41 | \$16,100.73 | \$17,531.68 | \$0.00 | \$7,091,336.21 |
| | 5/1/2034 | \$33,632.41 | \$16,140.45 | \$17,491.96 | \$0.00 | \$7,075,195.76 |
| | 6/1/2034 | \$33,632.41 | \$16,180.26 | \$17,452.15 | \$0.00 | \$7,059,015.50 |
| | 7/1/2034 | \$33,632.41 | \$16,220.17 | \$17,412.24 | \$0.00 | \$7,042,795.33 |
| | 8/1/2034 | \$33,632.41 | \$16,260.18 | \$17,372.23 | \$0.00 | \$7,026,535.15 |
| | 9/1/2034 | \$33,632.41 | \$16,300.29 | \$17,332.12 | \$0.00 | \$7,010,234.86 |
| | 10/1/2034 | \$33,632.41 | \$16,340.50 | \$17,291.91 | \$0.00 | \$6,993,894.36 |
| | 11/1/2034 | \$33,632.41 | \$16,380.80 | \$17,251.61 | \$0.00 | \$6,977,513.56 |
| | 12/1/2034 | \$33,632.41 | \$16,421.21 | \$17,211.20 | \$0.00 | \$6,961,092.35 |
| Total: 2034 | | \$403,588.92 | \$194,409.46 | \$209,179.46 | \$0.00 | |
| | 1/1/2035 | \$33,632.41 | \$16,461.72 | \$17,170.69 | \$0.00 | \$6,944,630.63 |
| | 2/1/2035 | \$33,632.41 | \$16,502.32 | \$17,130.09 | \$0.00 | \$6,928,128.31 |
| | 3/1/2035 | \$33,632.41 | \$16,543.03 | \$17,089.38 | \$0.00 | \$6,911,585.28 |
| | 4/1/2035 | \$33,632.41 | \$16,583.83 | \$17,048.58 | \$0.00 | \$6,895,001.45 |
| | 5/1/2035 | \$33,632.41 | \$16,624.74 | \$17,007.67 | \$0.00 | \$6,878,376.71 |
| | 6/1/2035 | \$33,632.41 | \$16,665.75 | \$16,966.66 | \$0.00 | \$6,861,710.96 |
| | 7/1/2035 | \$33,632.41 | \$16,706.86 | \$16,925.55 | \$0.00 | \$6,845,004.10 |

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|--------------------|-----------|---------------------|---------------------|---------------------|---------------|----------------|
| | 8/1/2035 | \$33,632.41 | \$16,748.07 | \$16,884.34 | \$0.00 | \$6,828,256.03 |
| | 9/1/2035 | \$33,632.41 | \$16,789.38 | \$16,843.03 | \$0.00 | \$6,811,466.65 |
| | 10/1/2035 | \$33,632.41 | \$16,830.79 | \$16,801.62 | \$0.00 | \$6,794,635.86 |
| | 11/1/2035 | \$33,632.41 | \$16,872.31 | \$16,760.10 | \$0.00 | \$6,777,763.55 |
| | 12/1/2035 | \$33,632.41 | \$16,913.93 | \$16,718.48 | \$0.00 | \$6,760,849.62 |
| Total: 2035 | | \$403,588.92 | \$200,242.73 | \$203,346.19 | \$0.00 | |
| | 1/1/2036 | \$33,632.41 | \$16,955.65 | \$16,676.76 | \$0.00 | \$6,743,893.97 |
| | 2/1/2036 | \$33,632.41 | \$16,997.47 | \$16,634.94 | \$0.00 | \$6,726,896.50 |
| | 3/1/2036 | \$33,632.41 | \$17,039.40 | \$16,593.01 | \$0.00 | \$6,709,857.10 |
| | 4/1/2036 | \$33,632.41 | \$17,081.43 | \$16,550.98 | \$0.00 | \$6,692,775.67 |
| | 5/1/2036 | \$33,632.41 | \$17,123.56 | \$16,508.85 | \$0.00 | \$6,675,652.11 |
| | 6/1/2036 | \$33,632.41 | \$17,165.80 | \$16,466.61 | \$0.00 | \$6,658,486.31 |
| | 7/1/2036 | \$33,632.41 | \$17,208.14 | \$16,424.27 | \$0.00 | \$6,641,278.17 |
| | 8/1/2036 | \$33,632.41 | \$17,250.59 | \$16,381.82 | \$0.00 | \$6,624,027.58 |
| | 9/1/2036 | \$33,632.41 | \$17,293.14 | \$16,339.27 | \$0.00 | \$6,606,734.44 |
| | 10/1/2036 | \$33,632.41 | \$17,335.80 | \$16,296.61 | \$0.00 | \$6,589,398.64 |
| | 11/1/2036 | \$33,632.41 | \$17,378.56 | \$16,253.85 | \$0.00 | \$6,572,020.08 |
| | 12/1/2036 | \$33,632.41 | \$17,421.43 | \$16,210.98 | \$0.00 | \$6,554,598.65 |
| Total: 2036 | | \$403,588.92 | \$206,250.97 | \$197,337.95 | \$0.00 | |
| | 1/1/2037 | \$33,632.41 | \$17,464.40 | \$16,168.01 | \$0.00 | \$6,537,134.25 |
| | 2/1/2037 | \$33,632.41 | \$17,507.48 | \$16,124.93 | \$0.00 | \$6,519,626.77 |
| | 3/1/2037 | \$33,632.41 | \$17,550.66 | \$16,081.75 | \$0.00 | \$6,502,076.11 |
| | 4/1/2037 | \$33,632.41 | \$17,593.96 | \$16,038.45 | \$0.00 | \$6,484,482.15 |
| | 5/1/2037 | \$33,632.41 | \$17,637.35 | \$15,995.06 | \$0.00 | \$6,466,844.80 |
| | 6/1/2037 | \$33,632.41 | \$17,680.86 | \$15,951.55 | \$0.00 | \$6,449,163.94 |
| | 7/1/2037 | \$33,632.41 | \$17,724.47 | \$15,907.94 | \$0.00 | \$6,431,439.47 |
| | 8/1/2037 | \$33,632.41 | \$17,768.19 | \$15,864.22 | \$0.00 | \$6,413,671.28 |
| | 9/1/2037 | \$33,632.41 | \$17,812.02 | \$15,820.39 | \$0.00 | \$6,395,859.26 |
| | 10/1/2037 | \$33,632.41 | \$17,855.96 | \$15,776.45 | \$0.00 | \$6,378,003.30 |
| | 11/1/2037 | \$33,632.41 | \$17,900.00 | \$15,732.41 | \$0.00 | \$6,360,103.30 |
| | 12/1/2037 | \$33,632.41 | \$17,944.16 | \$15,688.25 | \$0.00 | \$6,342,159.14 |
| Total: 2037 | | \$403,588.92 | \$212,439.51 | \$191,149.41 | \$0.00 | |
| | 1/1/2038 | \$33,632.41 | \$17,988.42 | \$15,643.99 | \$0.00 | \$6,324,170.72 |
| | 2/1/2038 | \$33,632.41 | \$18,032.79 | \$15,599.62 | \$0.00 | \$6,306,137.93 |
| | 3/1/2038 | \$33,632.41 | \$18,077.27 | \$15,555.14 | \$0.00 | \$6,288,060.66 |
| | 4/1/2038 | \$33,632.41 | \$18,121.86 | \$15,510.55 | \$0.00 | \$6,269,938.80 |
| | 5/1/2038 | \$33,632.41 | \$18,166.56 | \$15,465.85 | \$0.00 | \$6,251,772.24 |
| | 6/1/2038 | \$33,632.41 | \$18,211.37 | \$15,421.04 | \$0.00 | \$6,233,560.87 |
| | 7/1/2038 | \$33,632.41 | \$18,256.29 | \$15,376.12 | \$0.00 | \$6,215,304.58 |
| | 8/1/2038 | \$33,632.41 | \$18,301.33 | \$15,331.08 | \$0.00 | \$6,197,003.25 |

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|--------------|-----------|----------------|------------------|----------------|--------|----------------|
| | 9/1/2038 | \$33,632.41 | \$18,346.47 | \$15,285.94 | \$0.00 | \$6,178,656.78 |
| | 10/1/2038 | \$33,632.41 | \$18,391.72 | \$15,240.69 | \$0.00 | \$6,160,265.06 |
| | 11/1/2038 | \$33,632.41 | \$18,437.09 | \$15,195.32 | \$0.00 | \$6,141,827.97 |
| | 12/1/2038 | \$33,632.41 | \$18,482.57 | \$15,149.84 | \$0.00 | \$6,123,345.40 |
| Total: 2038 | | \$403,588.92 | \$218,813.74 | \$184,775.18 | \$0.00 | |
| | 1/1/2039 | \$33,632.41 | \$18,528.16 | \$15,104.25 | \$0.00 | \$6,104,817.24 |
| | 2/1/2039 | \$33,632.41 | \$18,573.86 | \$15,058.55 | \$0.00 | \$6,086,243.38 |
| Total: 2039 | | \$67,264.82 | \$37,102.02 | \$30,162.80 | \$0.00 | |
| Grand Total: | | \$6,053,833.80 | (\$6,086,243.38) | \$3,350,077.18 | \$0.00 | |



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 Supplemental is for the Karst Trail connection, Liberty Drive to the Karst trailhead at the railroad crossing on Gifford Road. The letting date for the project has moved to January 18, 2024. The supplemental is to reflect that new letting date schedule. There are no monetary changes to the project.

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 Board of Commissioners Agenda Request - Grant

REQUIRED

Federal Agency

Federal Program

CFDA#

Federal Award Number and Year (or other ID)

Pass Through Entity:

Des #1900405

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 AND to the Commissioner's Office e-mail: Commissionersoffice@co.monroe.in.us

**SUPPLEMENTAL AGREEMENT NO. 1
FOR DESIGN SERVICES**

THIS SUPPLEMENTAL AGREEMENT, made and entered into this _____ day of _____, 2023, by and between **BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA**, hereinafter referred to as the "**LOCAL PUBLIC AGENCY (LPA)**" and **BUTLER, FAIRMAN AND SEUFERT, INC.**, hereinafter referred to as the "**CONSULTANT**."

WITNESSETH

WHEREAS, on July 27, 2022, the LPA entered into an Agreement (hereinafter referred to as the "Original Agreement"), with the CONSULTANT for the design of pedestrian trail crossing improvements at various locations, (hereinafter referred to as the Project), and

WHEREAS, it has been determined by the LPA and the CONSULTANT that the project schedule as outlined in Appendix "C" of the Original Agreement requires modification due to unavoidable circumstances, and

WHEREAS, it has been determined by the LPA and the CONSULTANT that the schedule is to be revised as follows:

All work by the CONSULTANT under this Agreement shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

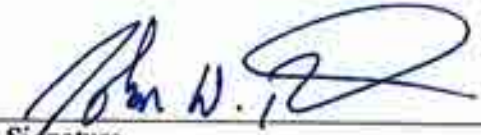
C. Design

- 4. Final Tracings Package completed and ready for submission after receipt of approval of 90% Plans from the LPA, and no less than 114 calendar days prior to the scheduled letting date of January 18, 2024.*

NOW, THEREFORE, to initiate the amended schedule for the Project, the parties agree that the Original Agreement be modified by way of this Supplemental Agreement No. 1; compensation shall remain unchanged.

IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement
No. 1 as of the date of _____ day of _____, 20____.

**CONSULTANT
BUTLER, FAIRMAN & SEUFERT,
INC.**



Signature
John W. Brand, President

**LOCAL PUBLIC AGENCY
MONROE COUNTY BOARD OF
COMMISSIONERS
MONROE COUNTY, INDIANA**

Signature
Penny Githens, President

Signature
Julie Thomas, Vice President

Signature
Lee Jones, Commissioner

Attest:

Attest:



Signature
Alan Hamersly

Signature
Catherine Smith, Auditor