



MONROE COUNTY BOARD OF COMMISSIONERS' AGENDA

NOVEMBER 18, 2020

10:00 am

VIA ZOOM

You can choose to turn off your video feed, and in fact, doing so does help with people who are connecting via slow ISP connections. To do so, right click on your video feed and left click on, I believe, Start/Stop video. In addition, if you want your audio feed to default to muted, press ALT+A and it will mute you, you can then push to talk using the space bar. You can also go to the link on the County website

<https://www.co.monroe.in.us/egov/apps/document/center.egov?view=item;id=10017>

And click on the link information

<https://monroecounty-in.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUwV3RoeDFldG5GUT09>

Meeting ID: 843 5333 7265

Password: 162537

dial by your location +1 312 626 6799 US (Chicago)

- I. CALL TO ORDER BY COMMISSIONER THOMAS**
- II. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER JONES**
- III. DEPARTMENT UPDATES**
- IV. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA, LIMITED TO 3 MINUTES**
- V. APPROVAL OF MINUTES**
 - **OCTOBER 28, 2020** **5**
 - **NOVEMBER 4, 2020** **12**
- VI. APPROVAL OF CLAIMS DOCKET**
 - **ACCOUNTS PAYABLE – NOVEMBER 18, 2020**
 - **PAYROLL – NOVEMBER 20, 2020**
- VII. REPORTS**
 - **CLERK OF CIRCUIT COURT – SEPTEMBER 2020** **17**
 - **WEIGHTS AND MEASURERS – SEPTEMBER 16 – OCTOBER 15, 2020** **18**

VIII. NEW BUSINESS

**A. MOVE TO APPROVE: PUBLIC HEARING AND RESOLUTION 2020-52;
DETERMINATION TO ALLOW RUMPKE TO SUBMIT APPLICATION. 20**

FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A

Executive Summary: Monroe County Board of Commissioners, after reviewing the request of Rumpke Waste and Recycling’s proposal for the Rumpke Monroe County Waste and Recovery Facility, to be located at 5220 South Production Drive, the Solid Waste Management Districts findings, holds a public hearing and makes a determination regarding the Rumpke request.

Jeff Cockerill, Attorney

B. MOVE TO APPROVE: CONVENTION CENTER MANAGEMENT AGREEMENT. 23

**FUND NAME: CONVENTION CENTER OPERATING FUND NUMBER: 4005
AMOUNT: \$380,688**

Executive Summary:

There are major three substantive changes from the last agreement.

1. Recognizes that a CIB may be formed, and that this agreement may be assigned to a CIB.
2. Includes language that allows either party to terminate this agreement if the Management Company does not have an agreement with the CVC.
3. Allows the management company to recoup and short term shortfalls in revenue, but only from funds that the CMCC has generated at the convention center building itself, at the west parking lot, or that the Council has appropriated for that purpose.

Jeff Cockerill, Attorney

C. MOVE TO APPROVE: SURVEYOR BOARD NEW APPOINTEE. 37

FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A

Executive Summary: A brief update on the Surveyor Review Board and a request to approve a new appointee (Rachel Oser).

Among the many duties of the Surveyor Office is perpetuating the Public Land Survey System (PLSS) in the county. Every deed, parcel, and legal land document in the State of Indiana is tied into the original survey performed in the early years of settlement. Section corner stones were set to mark each square mile of the State. Our office is tasked with the job of finding section corner stones, referencing them by measurements to nearby structures, and marking the location of the section corner at the surface. Our office maintains records showing original government section corners, and is required to establish, locate, and reference at least 5% of the corners each year. The Surveyor Review Board reviews and offers technical advice and assistance concerning our section corner work.

Trohn Enright-Randolph, Surveyor

- D. MOVE TO APPROVE: ORDINANCE 2020-49; WOODS REZONE** **40**
FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A
Executive Summary: The request is to rezone one (1) 5.65 +/- acre parcel in Section 12 of Bloomington Township at 3571 E Boltinghouse RD (parcel #: 53-05-12-200-001.000-004) from Institutional/Public (IP) to Agriculture/Rural Reserve (AG/RR).
Drew Myers, Planning
- E. MOVE TO APPROVE: RATIFICATION OF INDIANA FAMILY HEALTH COUNCIL GRANT AMENDMENT FOR FUTURES CLINIC.** **59**
FUND NAME: FUTURES (TITLE X) FUND NUMBER: 8126 AMOUNT: \$65,000
Executive Summary: The Monroe County Health Department receives Title X funding from Indiana Family Health Council to operate Futures clinic. This amendment will provide additional resources to operate the clinic through March 2021.
Penny Caudill, Health
- F. MOVE TO APPROVE: LIFESERVICES CONTRACT FOR EMPLOYEE ASSISTANCE PROGRAM.** **62**
FUND NAME: SELF INSURANCE FUND NUMBER: 4700 AMOUNT: \$15,000
Executive Summary: This contract will provide for the following:
Face to face counseling for all employees and dependents up to 6 sessions.
Network of 40,000 counselors for virtual or on-site counseling.
Local office in the Shower's Building.
Training for department head's and supervisors.
Supervisor and employee mediation available.
Quarterly wellness seminars.
Quarterly and annual utilization reports.
Court/Probation/YSB already utilizing these services.
Elizabeth Sensenstein, Human Resources
- G. MOVE TO APPROVE: RESOLUTION 2020-51; INTERLOCAL AGREEMENT WITH MONROE COUNTY TOWNSHIP TRUSTEES ASSOCIATION.** **73**
FUND NAME: RAINY DAY & GENERAL FUND NUMBER: 1186 & 1000
AMOUNT: \$200,000
Executive Summary: This resolution will allow for a longer-term COVID-19 Economic Impacts. Funds have been approved by County Council and is a \$100,000 increase from the previous agreement.
Margie Rice, Attorney

H. MOVE TO APPROVE: RESOLUTION 2020-53; TO PROVIDE FOOD AND FINANCIAL SUPPORT TO PANTRY 279 AND WHEELER MISSION'S WINTER WOMENS' SHELTER DURING THIS PANDEMIC. 79

FUND NAME: GENERAL FUND NUMBER: 1000 AMOUNT: \$64,251

Executive Summary: Pantry 279 has in excess of 2000 families in need of Thanksgiving boxes and more continue to seek assistance. An anonymous donor has pledged funds to assist with this need and the County's support will help the pantry provide assistance to an additional 200 families. (\$54,251)

Monroe County and the City of Bloomington have partnered to assist Wheeler Mission provide a Winter Women's Shelter to assist our homeless women population that consists of an excess of 40 women with shelter and services during this pandemic. (\$10,000)

Angie Purdie, Commissioners' Administrator

I. MOVE TO APPROVE: PROPOSED AMENDMENT TO THE MONROE COUNTY CONTINUITY OF OPERATION. 81

FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A

Executive Summary: The amendments allow for the use of 5 bereavement days by all FTE during this pandemic and requires the continuation of the required notice to TSD of employees by Department Head, out due to COVID 19 symptoms, positivity or close contact.

Angie Purdie, Commissioners' Administrator

J. MOVE TO APPROVE: MILESTONE CHANGE ORDER #10 FOR FULLERTON PIKE, PH II. 104

FUND NAME: LOCAL ROAD AND STREET FUND NUMBER: 1169 AMOUNT: \$1,825

Executive Summary: This change order is generated by extra rock excavation for a light foundation. The total extra rock removal was .65 cubic yards. The cost also includes mobilization and demobilization on September 10, 2019 when the work was completed.

Lisa Ridge, Highway

- IX. APPOINTMENTS**
- X. ANNOUNCEMENTS**
- XI. ADJOURNMENT**



**MONROE COUNTY BOARD OF COMMISSIONERS'
MINUTES SUMMARY*
OCTOBER 28, 2020
10:00 am
VIA ZOOM**

<https://monroecounty-in.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUUwV3RoeDFldG5GUT09>

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

- I. **CALL TO ORDER BY COMMISSIONER THOMAS**
- II. **COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER THOMAS**
- III. **DEPARTMENT UPDATES**
 - Health – Penny Caudill
 - Emergency Management – Kate Petrolina
 - Highway – Lisa Ridge
 - Election Board – Carolyn VandeWiele
 - Treasurer – Jessica McClellan
- IV. **PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA, LIMITED TO 3 MINUTES**
 - None
- V. **APPROVAL OF MINUTES**
 - **OCTOBER 21, 2020**
Jones made motion to approve. Githens seconded.
Attorney Jeff Cockerill called roll.
Thomas – yes
Jones – yes
Githens – yes
Motion carried 3-0.

C. MOVE TO APPROVE: RESOLUTION 2020-49; A RESOLUTION REGARDING TSD SURPLUS PROPERTY.

FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A

Jones made motion to approve. Githens seconded.

Public Comment – None.

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

D. MOVE TO APPROVE: ORDINANCE 2020-50; REGARDING THE COVID-19 CARES GRANT FUND.

FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A

Jones made motion to approve. Githens seconded.

Public Comment – None.

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

E. MOVE TO APPROVE: CONTRACT WITH BLACK LIVES MATTER BLOOMINGTON REGARDING ELECTED OFFICIALS TRAINING.

FUND NAME: COUNTY GENERAL FUND NUMBER: 1000

AMOUNT: NOT TO EXCEED \$6,250

Jones made motion to approve. Githens seconded.

Public Comment – None.

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

F. MOVE TO APPROVE: AMENDED AGREEMENT REGARDING THE WONDERLAB FOOD AND BEVERAGE GRANT.

FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A

Jones made motion to approve. Githens seconded.

Public Comment – None.

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

- G. MOVE TO APPROVE: AMENDMENT #2 WITH SHREWSBERRY FOR THE BABY CREEK CULVERT REPLACEMENT PROJECT.**
FUND NAME: STORMWATER FUND NUMBER: 1197 AMOUNT: \$43,530.00
Jones made motion to approve. Githens seconded.
Public Comment – None.
Attorney Jeff Cockerill called roll.
Thomas – yes
Jones – yes
Githens – yes
Motion carried 3-0.
- H. MOVE TO APPROVE: AGREEMENT WITH BEAM, LONGEST, AND NEFF, LLC FOR THE CURRY PIKE/SMITH PIKE/WOODYARD ROAD INTERSECTION.**
FUND NAME: WESTSIDE ECONOMIC DEVELOPMENT.
FUND NUMBER: 4920 AMOUNT: \$298,400.00
Jones made motion to approve. Githens seconded.
Public Comment - Jim Shelton – Redevelopment Commission
Attorney Jeff Cockerill called roll.
Thomas – yes
Jones – yes
Githens – yes
Motion carried 3-0.
- I. MOVE TO APPROVE: CHANGE ORDER #3 WITH CLR CONTRACTORS FOR THE CEDAR FORD COVERED BRIDGE.**
FUND NAME: CUMULATIVE BRIDGE FUND NUMBER: 1135 AMOUNT: \$16,189.86
Jones made motion to approve. Githens seconded.
Public Comment – None.
Attorney Jeff Cockerill called roll.
Thomas – yes
Jones – yes
Githens – yes
Motion carried 3-0.
- J. MOVE TO APPROVE: SUPPLEMENTAL AGREEMENT #1 WITH CHA CONSULTING, INC.**
FUND NAME: CUMULATIVE BRIDGE FUND NUMBER: 1135 AMOUNT: \$26,550.00
Jones made motion to approve. Githens seconded.
Public Comment – None.
Attorney Jeff Cockerill called roll.
Thomas – yes
Jones – yes
Githens – yes
Motion carried 3-0.

K. MOVE TO APPROVE: CHANGE ORDER #9 WITH MILESTONE FOR FULLERTON PIKE, PHASE II

FUND NAME: FULLERTON PIKE FUND NUMBER: 4922 AMOUNT: \$419.32

Jones made motion to approve. Githens seconded.

Public Comment – None.

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

L. MOVE TO APPROVE: PERSONNEL POLICY HANDBOOK CHANGES

FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A

Jones made motion to approve. Githens seconded.

Thomas made motion to change language from “necessary to conduct a training” to Necessary to conduct training.

Attorney Jeff Cockerill called roll to amend motion.

Thomas – yes

Jones – yes

Githens – yes

Motion to amend carried 3-0.

Public Comment – None.

Attorney Jeff Cockerill called roll on amended motion.

Thomas – yes

Jones – yes

Githens – yes

Amended Motion carried 3-0.

IX. APPOINTMENTS

- **None**

X. ANNOUNCEMENTS

- Accepting applications for all Boards and Commission.
- Halloween Trick or Treating hours are 6p – 8p. Children can visit the following Fire Stations as an option for safe trick-or-treating.
 - Benton Township Fire Department – Station 14
 - Northern Monroe Fire Protection District – Station 25
 - Monroe Fire Protection District – Station’s 21, 22 and 23
 - Van Buren Township Fire Department – Station 29 and 39
- **Public input meeting** regarding the Convention Center Renovation Expansion will be Monday, November 16, 6pm, via zoom.

- Monroe County Government Buildings are open **BY APPOINTMENT ONLY**. You can contact the offices by phone or email. **FACE COVERINGS ARE REQUIRED** when entering MCG buildings. Face coverings will be provided to you if you them.
- Monroe County Commissioners are sponsoring a **BLOOD DRIVE**, on the following dates:
 - **Wednesday, October 28, 2pm – 7pm***
 - **Monday, November 9**
 - **Thursday, November 19, 2pm- 7pm***
 - **Monday, December 21**

All appointment times will be **10 am to 3 pm** (unless otherwise noted*) and held at the Monroe County Convention Center Conference Room, 302 S. College Ave. This is **BY APPOINTMENT ONLY**. Contact the Red Cross to schedule your appointment at 1.800.733.2767 or www.redcross.org.
- Local businesses and organizations can pick up free “**No Shirt, No Shoes, No Mask, No Service**” window clings at the [Bloomington Chamber of Commerce, 421 W 6th Street, Downtown Bloomington, Inc., 302 S College Ave.](#) or by calling the Commissioner’s office at 812.250.2550. You can pick up your window cling on **Tuesday, Wednesday and Thursday’s from 9-4** at the North Doors of the Courthouse.
- Monroe County Health Department has a complaint form on the County’s website if you have a complaint or issue with a business or retail establishment concerning face coverings, social distancing or gathering sizes. There is also a hotline 812. 803-6360. **THIS IS NOT FOR COMPLAINTS ON INDIVIDUALS!**
- Also on the County website main page is an application for those wishing to have a gathering larger than the current limits can request an increase by submitting an application. Go to www.co.monroe.in.us for more information and the application.
- Monroe County Commissioners and Monroe County Council have created the Assistance Fund for county residents who need assistance in paying rent or utilities. Contact your local Township Trustee for further information.

TOWNSHIP TRUSTEE	Phone	email
Bean Blossom- Ronald Hutson	812.935.7174	beanblossomtrustee19@gmail.com
Benton - Michelle Bright	812.339.6593	michelleabright@gmail.com
Bloomington - Kim Alexander	812.336.4976	bloomingtontownship@in.gov
Clear Creek - Thelma Jefferies	812.824.7225	thelma@bluemarble.net
Indian Creek - Chris Reynolds	812.824.4981	chreynolds812@gmail.com
Perry - Dan Combs	812.336.3713	trustee@perrytownship.info
Polk - Chris Spiek	812.837.9446	cspiek@bluemarble.net
Richland - Marty Stephens	812.876.2509	rttfrontdesk@bluemarble.net
Salt Creek - Donn Hall	812.837.9140	donnhall403@yahoo.com
Van Buren - Rita Barrow	812.825.4490	vbtrita@bluemarble.net
Washington - Barbara Ooley	812.876.1188	ooleyb@yahoo.com

- [Monroe County Government CARES Act Reimbursement Funds](#) are available for local businesses who have incurred out of pocket expenses due to the COVID 19 pandemic. For more information or to apply visit the Monroe County website www.co.monroe.in.us

- **ADJOURNMENT**

The minute's summary of the October 28, 2020 Board of Commissioners' meeting were approved on, November 18, 2020.

Monroe County Commissioners

Ayes:

Nays:

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens

Penny Githens

Attest:

Catherine Smith, Auditor

***The Board of Commissioners minutes will be in summary format during the Local Declaration of Emergency and the Governor's Executive Orders. Verbatim minutes will return when we are able to return to our normal practices.**



**MONROE COUNTY BOARD OF COMMISSIONERS'
MINUTES SUMMARY*
NOVEMBER 4, 2020
10:00 am
VIA ZOOM**

<https://monroecounty-in.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUUwV3RoeDFldG5GUT09>

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

- I. CALL TO ORDER BY COMMISSIONER THOMAS**
- II. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER THOMAS**
- III. AMENDMENT TO AGENDA**

Jones made motion to add item "F" Security Pro 24/7 contract. Githens seconded.
Attorney Jeff Cockerill called roll.
Thomas – yes
Jones – yes
Githens – yes
Motion carried 3-0.
- IV. DEPARTMENT UPDATES**
 - Health – Penny Caudill
 - Emergency Management – Allison Moore
 - Highway – Lisa Ridge
 - Treasurer – Jessica McClellan
- V. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA, LIMITED TO 3 MINUTES**
 - NONE
- VI. APPROVAL OF MINUTES**
 - NONE

VII. APPROVAL OF CLAIMS DOCKET

- ACCOUNTS PAYABLE – NOVEMBER 4, 2020
- PAYROLL – NOVEMBER 6, 2020

Jones made motion to approve. Githens seconded.

Public comment – None.

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

VIII. NEW BUSINESS

A. MOVE TO APPROVE: CENTERSTONE MEMORANDUM OF UNDERSTANDING REENTRY PROGRAM

FUND NAME: JUSTICE PARTNERS SIM 93.788

FUND NUMBER: 8160

AMOUNT: \$60,000

Jones made motion to approve. Githens seconded.

Public comment – None

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

B. MOVE TO APPROVE: ANTHEM CONTRACT RENEWAL

FUND NAME: SELF INSURANCE

FUND NUMBER: 4700

AMOUNT: \$60,000

Jones made motion to approve. Githens seconded.

Public comment – None

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

C. MOVE TO APPROVE: AMENDED AGREEMENT WITH THE SHERIFF MERIT DEPUTY BARGAINING UNIT

FUND NAME: N/A

FUND NUMBER: N/A

AMOUNT: N/A

Jones made motion to approve. Githens seconded.

Public comment – None

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes
Githens – yes
Motion carried 3-0

D. MOVE TO APPROVE: RESOLUTION 2020-46 2021 MONROE COUNTY GOVERNMENT HOLIDAYS

FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A

Jones made motion to approve. Githens seconded.

Public comment – None

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0

E. MOVE TO APPROVE: RATIFICATION OF CHANGE ORDER 001 TO THE ZIETLOW JUSTICE CENTER EXTERIOR ENVELOPE REPAIRS PROJECT

FUND NAME: 2018 GO BOND FUND NUMBER: 4811

AMOUNT: NO CHANGE IN CONTRACT

Jones made motion to approve. Githens seconded.

Public comment – None

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0

F. MOVE TO APPROVE: AGREEMENT WITH SECURITY PRO 24/7 FOR HEALTH DEPARTMENT.

FUND NAME: RAINY DAY FUND NUMBER: 1186

AMOUNT: NOT TO EXCEED \$25,000

Jones made motion to approve. Githens seconded.

Public comment – None

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0

IX. APPOINTMENTS

- None

X. ANNOUNCEMENTS

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TOWNSHIP TRUSTEE	Phone	email
Bean Blossom- Ronald Hutson	812.935.7174	beanblossomtrustee19@gmail.com
Benton - Michelle Bright	812.339.6593	michelleabright@gmail.com
Bloomington - Kim Alexander	812.336.4976	bloomingtontownship@in.gov
Clear Creek - Thelma Jefferies	812.824.7225	thelma@bluemarble.net
Indian Creek - Chris Reynolds	812.824.4981	chreyonlds812@gmail.com
Perry - Dan Combs	812.336.3713	trustee@perrytownship.info
Polk - Chris Spiek	812.837.9446	cspiek@bluemarble.net
Richland - Marty Stephens	812.876.2509	rttfrontdesk@bluemarble.net
Salt Creek - Donn Hall	812.837.9140	donnhall403@yahoo.com
Van Buren - Rita Barrow	812.825.4490	vbtrita@bluemarble.net
Washington - Barbara Ooley	812.876.1188	ooleyb@yahoo.com

XI. ADJOURNMENT

The minute's summary of the November 4, 2020 Board of Commissioners' meeting were approved on, November 18, 2020.

Monroe County Commissioners

Ayes:

Nays:

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens

Penny Githens

Attest:

Catherine Smith, Auditor

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WEIGHTS AND MEASURES MONTHLY REPORT
 State Form 44156 (R2/10-99)



Inspector: Scott A Sowder

Jurisdiction: Monroe

Date: 16-Sep to 15-Oct 2020

Indiana Division of Weights & Measures
 100 N. Delaware Ave., Ste D3, Indianapolis, Indiana 46204
 Office: (317) 356-7078 * Fax: (317) 351-2878
www.in.gov

NARRATIVE
 (Explain Miscellaneous Tests and Activities)

This month I concentrated on a lot of my smaller scale stops I was able to get some of my pharmacies caught up, as well as my oxygen suppliers. I hope to get the remaining pharmacies in the county completed by the end of the month.

Wrestling Scales

Despite COVID, it appears that Wrestling season is still scheduled to go on this year at the High Schools and Middle Schools this year. I have already started to set up my appointments to get these completed. These also should be completed by month's end.

Fuel Dispensers

I still have one station that hasn't been inspected due to the fact they are getting new dispensers installed. The last I was told is that they were to be installed by October 31st. Once installed, I will get to it ASAP.

I also plan on scheduling my remaining high flow and fuel delivery trucks as the weather allows this next month.

Package Checking

As with most other counties, the COVID pandemic threw off the schedule for the year. Although my main concentration is getting my device inspections completed, I hope to have some time to complete some package audits in the late November-December time frame. This is also the time of the year when most of the package errors.

FILLED

OCT 26 2020

Loisline Smith

Auditor Monroe County, Indiana

INSPECTION ACTIVITIES	STATISTICAL			TOTAL
	Correct	Rejected	Confiscated	
SCALES				
Vehicle - State Police				
Vehicle - State Inspection				
Vehicle - City or County	1	1		2
Railroad Scales				
Belt Conveyor Scales				
Livestock Scales				
Portable & Dormant Scales	21	2		23
Hopper Scales				
Counting Scales		23		23
Suspension Scales				
Prescription Scales	5	1		6
Gram Scales	1			1
Non-Commercial Scales				
MEASURING DEVICES				
LPG Meters				
CNG Meters				
Vehicle Truck Meters				
Gasoline, Kerosene, Diesel Tests	91	17		108
High Flow Diesel Tests				
Mass Flow Meters				
Taxi Meters				
Timing Devices				
CALIBRATIONS AND TESTS				
Commercial Weights				
Prescription Weights	72			72
Wheel Weighers				
Test Weights				
Liquid Measures				
Linear Measures				
Miscellaneous				
OTHER ACTIVITIES				
Packages Checked				
Packages Controlled				
LP Gas Cylinders				
Oxane samples				
Measuragraphs				
Misc. Determinations				
GRAND TOTAL	214	21		235

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

FILED

OCT 27 2020

MONTHLY REPORT SEPTEMBER 2020

Catherine Smith

Auditor Monroe County, Indiana

Charges:

1	Fees payable to the State	\$	315,290.90
	JC - Reimbursements	\$	-
	FSSA Support		
2	Fees payable to the county	\$	76,661.55
3	Bank Discrepancy	\$	5,874.34
4	Trust Funds (Bonds/Other)	\$	1,866,273.79
5	Trust, Refunds	\$	726.98
6	Trust, Judgment Collections	\$	21,402.50
	ISETS Child Support Collections	\$	7,371.43
	Interest-bearing Accounts Payables	\$	74,013.42
	Cash on Hand	\$	1,500.00
7	Total Charges	\$	2,369,114.91

Credits

8	Certificate of deposit		
9	Certificate of deposit		
10	Certificate of deposit		
11	Monroe County Bank Account	\$	2,286,230.06
	Monroe Bank Account - Ledger		
	Old Judgment Collections		
	ISETS Child Support	\$	7,371.43
	Interest-Bearing Saving Account	\$	74,013.42
12	Subtotal: Daily Balance Record (Lines 8-11)		
13	ISETS Monthly Clerk's Support Record	\$	-
14	Total Depository Balances as shown by Records	\$	2,367,614.91
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)	\$	2,369,114.91

21	Balance in All Depositories	\$	2,832,111.78
22	Deduct: Outstanding Checks	\$	(482,286.36)

23	Net Depository Balance				
24	Deposits in Transit	\$	26,055.85		
25	Bank Fees	\$	120.00		
26	Interest		(\$3.82)		
27	Miscellaneous Adjustments (explain fully)	\$	(9,575.54)		
28	Participant recoupments	\$	1,130.00		
29	Agency recoupments	\$	63.00		
30	Balance in all Depositories (line 14)	\$	2,367,614.91	\$	2,367,614.91
31	PROOF				

State of Indiana, MONROE County: ss: I, the undersigned Clerk of the Circuit Court in and for the aforsaid 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.

(SEAL) *Yvette Lynn Browne*
 Clerk, Monroe Circuit Court

ISETS: Over \$406.20	-406.20
Adjustment for CC & ACH items in transit	5,893.49
Credit Card deposited in Bank	-12,719.83
ACH ST of IN Payables	-2,610.00
Stale dated/reissued checks cashed	267.00
Return Bank Fees	
Other Adjustments	
Total Misc Adjustments	-9,575.54

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

Resolution 2020- 52

A Determination to Allow Rumpke to Submit Application

Come now the Monroe County Board of Commissioners (“Commissioners”), after reviewing the request of Rumpke Waste and Recycling’s proposal for the Rumpke Monroe County Waste and Recovery Facility, to be located at 5220 South Production Drive, the Solid Waste Management Districts findings, and conducting a public hearing, makes a determination regarding the Rumpke request, and state the following:

WHEREAS, on Ordinance 2007-18, outlines a process that requires County Commissioners approval before the submission of a permit to the State of Indiana for any proposed solid waste management facility; and,

WHEREAS, on September 23, the Monroe County Solid Waste Management District certified that the proposed facility is needed, and consistent with the district solid waste management plan; and,

WHEREAS, Monroe County Commissioners noticed a public hearing for November 18, 2020 to allow public review and comment regarding the District’s certification; and,

WHEREAS, Ordinance 2007-18 requires the Board of Commissioners to “determine if the facility shall be allowed to submit the application for a state permit or registration, based upon the findings of the Monroe County Solid Waste Management District and the Monroe County Board of Commissioners’ determination of whether the proposed facility will promote the public health, safety and general welfare of the citizens of Monroe County.”

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA, AS FOLLOWS:

The Monroe County Board of Commissioners determine that based upon the findings of the Monroe County Solid Waste Management District and the Monroe County Board of Commissioners’ determination that the proposed facility will promote the public health, safety and general welfare of the citizens of Monroe County, Rumpke Waste and Recycling may submit an application for state permit or registration for the Rumpke Monroe County Waste and Recovery Facility, to be located at 5220 South Production Drive.

Approved this _____ day of _____, 2020, by the Board of Commissioners of Monroe County, Indiana.

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens, Member

Penny Githens, Member

ATTEST: _____, Catherine Smith, Auditor

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: November 18, 2020

Item for Formal Meeting?
(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion
(Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda: Convention Center Management Agreement
Include VENDOR's Name in title if appropriate

All Grants must complete the following

Is this a grant request? Yes

New Grant to the County? Yes

Grant Type:

Reimbursement/Drawdown

Up Front Payment

County IS Pass Through

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

Or other identifying number

Pass Through Entity

Amount Received

Federal:

State:

Local Match:

Total Received:

Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:

Fund Name: Convention Center Operating Fund

Fund Number 4005

Amount: \$380,688

If there is a monetary number in the Amount Box, you HAVE to include the Fund Name & Number. IF this is a grant waiting on the creation of a Fund Name & Number, indicate that in the boxes.

Executive Summary:

There are major three substantive changes from the last agreement.

1. Recognizes that a CIB may be formed, and that this agreement may be assigned to a CIB.
2. Includes language that allows either party to terminate this agreement if the Management Company does not have an agreement with the CVC.
3. Allows the management company to recoup and short term shortfalls in revenue, but only from funds that the CMCC has generated at the convention center building itself, at the west parking lot, or that the Council has appropriated for that purpose.

Person Presenting: Jeff Cockerill

Department: Legal

County Legal Review required prior to submission of this form for all contracts

Attorney who reviewed: Jeff Cockerill

Submitted by: Jeff Cockerill

Date: 11/13/2020

AGREEMENT FOR CONVENTION CENTER MANAGEMENT

THIS AGREEMENT, made and entered into on November __, 2020, by Monroe County, Indiana, a body corporate and politic acting by and through the Board of Commissioners of the County of Monroe, Indiana (“County”) and the Convention Center Management Company hereafter referred to as “CCMC” a wholly owned subsidiary of Downtown Bloomington, Inc (“DBI”) an Indiana Not-For-Profit Corporation;

WITNESSETH

WHEREAS, Indiana Code Section 6-9-4-1, et seq., grants conditional authority to the county to use revenues received from the Innkeeper’s Tax to finance, construct, improve, equip, operate, maintain, and promote a convention center; and

WHEREAS, the Monroe County Convention Center Building Corporation, an Indiana not-for-profit corporation (“MCCCBC”), has renovated the former Tom O’Daniel Ford building (the “Convention Center”) located at 302 South College Avenue, Bloomington, Indiana, for use as a convention center; and

WHEREAS, the MCCCBC has, by agreement dated January 10, 1991, as amended March 18, 1991, leased the Convention Center to the County; and

WHEREAS, Indiana Code 5-17-4 permits the County to contract with a public or private person for the performance of any ministerial service that it must or may have done under its discretion which is necessary or desirable in the public interest; provided that such services do not include any action which constitutes the exercise of its discretionary powers, an exercise of state sovereignty or the taking of legislative, quasi-legislative, judicial or quasi-judicial action; and

WHEREAS, County, as current lessee of the Convention Center, is willing to enter into an agreement with the CCMC for the management, operation and promotion of the Convention Center; and

WHEREAS, if the County gains ownership of the Convention Center, is willing to continue this agreement with the CCMC for the management, operation and promotion of the Convention Center; and

WHEREAS, the County and the City of Bloomington (“City”) are currently exploring a partnership to significantly expand the Convention Center; and

WHEREAS, discussions between the County and City include creating a Capital Improvement Board (“CIB”) to oversee the expanded Convention Center

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions stated in this Agreement, and in consideration of the mutual benefits which

will accrue to each of the parties to this Agreement, the parties have agreed, and do hereby agree, as follows:

1. **PURPOSE:** It is the purpose of this Agreement to authorize the CCMC, to maintain, operate, and promote the Convention Center for convention, conference, trade show, exhibition, reception, meeting, and similar or related purposes, and to confer upon CCMC all authority necessary to carry out this Agreement, within the bounds of all federal, state, and local laws, rules, and regulations, and subject to the rights, obligations, conditions, and restrictions as provided in this Agreement.

2. **FACILITIES:** County warrants that it is the leasehold owner of the Convention Center site locations at and around 302 South College Avenue in Bloomington, Indiana, whose parcel numbers are as follows:

53-05-33-300-024.001-005
53-08-04-208-003.000-009
53-01-51-417-000.000-009
53-08-04-200-163.000-009
53-05-33-300-008.000-005
53-01-60-398-000.000-009
53-08-04-200-079.000-009
53-08-04-200-099.000-009
53-08-04-200-170.000-009
53-08-04-200-210.000-009
53-08-33-300-006.001-005
53-05-33-300-022.001.005

County warrants that it is the owner of the Convention Center site locations around 302 South College Avenue in Bloomington, Indiana, whose parcel numbers are as follows:

53-08-04-200-093.000-009
53-05-33-300-010.000-005

For the purposes of this Agreement the facilities shall include all improvements on the above-described real estate, except any areas or portions leased to non-parties by the County and Monroe County Convention and Visitors Commission (“CVC”).

3. **PROMOTION; OPERATION, MAINTENANCE AND REPAIR; ALTERATIONS:**

- A) **Authority:** Subject to the rights, obligations, conditions, and limitations provided herein, the County hereby authorizes the CCMC and the CCMC hereby agrees to provide, subject to the

County's payment of the operating costs and expenses as provided in Section 7 of this Agreement, the management services necessary to operate and provide promotion for the Convention Center for convention, conference, trade show, exhibition, reunion, meeting, and other similar or related purposes. In order to provide such services, CCMC is authorized, subject to the other terms and conditions of this Agreement, to: grant licenses; set and collect license fees; enter into contracts for vending, catering and other such services related to, and consistent with, the purpose of this Agreement; and to engage in any lawful activity which would advance the purpose of the Agreement. As used in the Agreement, a "license" shall include any personal privilege granted to any person to do any particular act or acts at the Convention Center, without granting such person any interest in the Convention Center, which privilege is revocable by CCMC on behalf of the County and is not assignable by such person. As used in the Agreement, a "service" shall include any duty or labor to be rendered by one person to another. As used in the Agreement, a "lease" shall include any contract in which any right to possess real property is conveyed to any person for a term of years, at will or for any interest less than that of the lessor.

- B) Disposal of Convention Center Property:** CCMC will have no right to unilaterally dispose of any interest in the Convention Center. However, CCMC shall act as coordinator of the County and the CVC with regard to the leasing of portions of the Convention Center building to third parties. CCMC shall process the collection of rents, monitor delinquencies in rent, monitor the timing of lease renewals, and communicate with tenants on behalf of the County and the CVC. If a lease requires judicial enforcement such enforcement shall be performed by the County and CVC. When space becomes available for rent to new tenants, CCMC shall be responsible for coordinating the efforts of the County and the CVC in complying with the statutory disposal requirements, and preparing and entering into a new lease. Expenses related to the disposal of Convention Center property shall be the responsibility of the County and CVC. The County retains the right to dispose the property as it sees fit. In addition, if a CIB is formed, the County would intend to transfer the portion of the Facilities to that entity.
- C) Personnel:** CCMC agrees to provide qualified and competent personnel for solicitation of conventions, meetings, trade shows, public shows, reunions, and similar events for the Convention Center and shall continue to provide a viable promotional program, which shall include the gathering and dissemination of

information, development of ideas and promotional programs, and general community, statewide, and regional promotions of said Convention Center, which activities shall be conducted throughout the term of this Agreement.

- D) **Maintenance:** CCMC shall, subject to the County's payment of the operating costs and expenses as provided in Section 7 of this Agreement, coordinate and direct the maintenance of the Convention Center facilities and site, including all parking lots utilized by the Convention Center and the enclosed walkway connecting the on-site hotel to the Convention Center, during the term of this Agreement, in good repair, working order and condition, normal wear and tear expected. The County shall keep in good order and condition and repair the structural aspects of the Convention Center, the exterior walls and windows, the foundations and the roof of the Convention Center, excluding any damage thereto caused by CCMC or its employees or agents which shall be the responsibility of the CCMC. The County shall maintain the electrical and mechanical systems including, without limitation, plumbing, heating, ventilation and air conditioning systems for the Convention Center, and shall replace any of these systems which need replacement due to ordinary wear and tear. CCMC shall use, operate and keep the Convention Center site and facilities in accordance with the laws and ordinances of the United States of America, the State of Indiana, and all other proper governmental authorities. No structural alterations to the Convention Center facilities or site shall be made by CCMC without first obtaining the written consent of the County, which consent shall not be unreasonably withheld.
- E) **Parking Lot Management:** As parking for the Convention Center is provided primarily by (2) lots, the south lot owned by the City of Bloomington and the west lot owned by Monroe County, and the lots located on the property described as the 301 College in Section 2 of this agreement, the County agrees that to best benefit the Convention Center operations the parking lots will be managed by the CCMC. The Board of Commissioners of the County of Monroe, Indiana ("County"), reserves the right to use the west parking lot for County approved parking uses and it retains the exclusive right to authorize the use of the west parking lot for activities not directly related to Convention Center events. For those occasions when it is anticipated that the entire west lot may be required to accommodate Convention Center event parking, the Convention Center Management Company will work with the County to locate and secure alternative parking for County approved users, during the event period. CCMC shall be

responsible for parking lot landscaping, with the cost of labor for regular landscape maintenance to be born by CCMC as part of the management fee. Materials and supplies for such landscaping on the west lot shall be paid by the County. Major landscape projects or improvements requiring subcontracting shall be paid by the County and subject to County approval as provided in Section 3(D).

F) **Best Efforts:** CCMC agrees to use its best efforts in managing, coordinating, operating and promoting the Convention Center in the local, state-wide, and regional convention and conference industry.

4. **TERM:** This Agreement shall be in effect for a period running from date of execution to December 31, 2025, subject to the adjustment of the Management Fee set forth in Section 10, unless a party to this Agreement elects not to renew this Agreement and notifies the other parties, in writing, at least one hundred eighty (180) days prior to the end of the calendar year.

In the event that CCMC is no longer under contract with the Convention and Visitor's Commission, or either party to that agreement has issued written noticed for termination, this contract can be terminated by either party with 90 day written notice.

The parties shall confer at least ninety (90) days before each renewal date to evaluate any changes for their relationship in a subsequent contract period.

5. **USER FEES:** CCMC shall have the authority to provide goods, services, and space in the Convention Center to third parties for the purposes of this Agreement. CCMC shall have sole authority to set fees to be paid by third parties for services provided by the Convention Center and CCMC in the operation of the Convention Center.
6. **ACCOUNTS:** Funds used by CCMC in the management of the financial operations of the Convention Center shall become public funds when they are deposited into the County Convention Center Dedicated Revenue Fund Account referenced in Section B. Funds or accounts used by CCMC in the management of the financial operations of the Convention Center shall under no circumstances be, or be deemed to be, public funds within the meaning of any statutory or constitutional provision, until deposited into the County Convention Center Dedicated Revenue Fund Account. CCMC shall maintain and use the following accounts for the purpose of managing the financial operations of the Convention Center:

- A) **Operating Account.** The Operating Account shall be used for the daily deposits of all Convention Center revenues, including lease revenues for the 302 S. College Avenue property described in section 2. All revenue generated from the operations of the Convention Center shall be deposited on a daily basis into the Operating Account maintained with a reputable banking institution. CCMC may act as a billing agent for third party providers of goods and services. Collections for such goods and services shall be deposited in the Operating Account. Likewise, payments to providers of goods and services shall be distributed from the Operating Account.

However, the net surplus from the room rental payments made by and for businesses on the 302 S. College Avenue shall be forwarded into the Monroe County Convention Center Dedicated Revenue Fund.

- B) **County Convention Center Dedicated Revenue Fund Account.** The County Convention Center Dedicated Revenue Fund Account (“Dedicated Fund”) shall be used by the Convention Center as the depository of the Convention Center’s net income. This fund is County Convention Center Operating Fund whose number is 4005 in the Auditors accounting system. Net income for purposes of this section shall be defined as all revenue collected less any amounts distributable to providers of goods and services on account of services they have provided the Convention Center or Convention Center clients and for which CCMC acts as a billing agent, as provided in Paragraph 8 of this Agreement. On a monthly basis CCMC shall determine the net income received during the previous month and withdraw such amount from the Operating Account and pay such monthly net income into the County Convention Center Dedicated Revenue Fund. The Dedicated Fund shall be used for the payment of the CCMC Management Fee and the payment of Convention Center expense claims submitted to the County and payable by the County under this Agreement.
- C) **County Convention Center Debt Service Fund**
All revenues for lease rentals made by the businesses and residents on property included in this agreement except for the Convention Center Building, on 302 South College and the west parking lot shall be, after all expenses for those properties are paid, be placed in the County Convention Center Debt Service Fund. These properties are currently managed by Hallmark Properties.

7. **EXPENSES:**

- A) The following costs and expenses shall be paid by the County from the County Convention Center Dedicated Revenue Fund according to the established County claim procedure: Excluding those expense categories designated as the responsibility of CCMC in Paragraph B of this Section, all operating expenses associated with the maintenance, use, promotion and operation of the Convention Center, including, but not limited to, improvements, building or equipment maintenance and repairs, elevator and escalator maintenance and repairs, building supplies, landscaping supplies and materials, advertising, special events, security personnel, promotional materials and expenses, printing expenses, utilities, furniture or equipment rental or acquisition, administrative costs, auditing expenses of Convention Center Operating Account, professional accounting and legal service fees, expenses for disposal of Convention Center Property, fire and property insurance, overhead, dues and fees for membership in convention center related associations, transportation and mileage expense, food and lodging and miscellaneous travel expense, and any other expenses directly relating to the operation of the Convention Center. In order to reduce the likelihood of cash flow problems, the County agrees both to notify the CCMC of any payments or anticipated payments it makes, or intends to make, from the County Convention Center Dedicated Revenue Fund and to coordinate any such payments with the CCMC.
- B) CCMC shall be solely responsible for the wages, salaries, benefits, uniforms, and payroll expenses of the management personnel. The aforementioned notwithstanding, postage and office supply expenses shall not be paid from the County Convention Center Dedicated Revenue Fund but shall be paid by the CCMC from CCMC funds.

8. **THIRD PARTY REVENUES AND EXPENSES.** In fulfilling its obligations hereunder, CCMC shall have the authority to facilitate the purchase and sale of goods and services between third parties, including the purchase by users of the Convention Center of goods and services (including, without limitation, flowers, decorations, equipment, parking, security, catering services and audio-visual services) sold to such users by any vendors. In furtherance, thereof, CCMC shall have the authority to bill and collect from such users amounts for the purchase of goods and services sold to such users by any vendors, and to disburse any amounts so billed and collected to such vendors, and such amounts shall under no circumstances be, or be deemed to be, public funds within the meaning of any statutory or constitutional provision. For purposes of this Paragraph 8,

it shall not be necessary for CCMC to itemize or otherwise segregate any such amounts from any other amounts billed to or collected from such users, or to itemize or otherwise segregate any such amounts from any other amounts disbursed to such vendors.

9. **INSURANCE AND INDEMNIFICATION:** The CCMC, through the County Convention Center Dedicated Revenue Account according to the established County claim procedure, shall be responsible for reimbursing the County for maintaining fire and extended coverage insurance on the premises in an amount equal to or greater than Six Hundred Thousand (\$600,000) dollars, personal property/contents in an amount equal to or greater than Three Hundred Thousand (\$300,000) dollars, and business income extra expense in an amount equal to or greater than Four Hundred Fifty Thousand (\$450,000) dollars. CCMC shall insure its personal property located at the premises, at CCMC's expense. The County and the CCMC shall require that any person or entity placing furniture, equipment or other personal property in the Convention Center pursuant to a lease, license agreement or service contract maintain adequate insurance coverage on such equipment. The County and CCMC shall provide waivers of subrogation against one another as respects the real property.

The CCMC, at the expense of the County, shall be responsible for maintaining public liability insurance on the premises in an amount not less than Five Million Dollars (\$5,000,000.00) and fidelity, comprehensive theft, disappearance, and destruction coverage for funds accountable to the County in the amount of Fifty Thousand Dollars (\$50,000.00). CCMC agrees to maintain such policies with responsible insurance companies. CCMC shall furnish the County with a certificate of insurance within one week of execution of this Agreement. The insurance policies shall name the County as additional insured.

CCMC shall indemnify and hold the County free and harmless from any and all liability, claims, loss, damage, or expenses, including attorneys fees and costs, arising by reason of any death, injury or property damage sustained by any person, including CCMC or any agent or employee of CCMC, if such death, injury or property damage is caused or allegedly caused by any negligent or intentional act of CCMC or any guest, licensee or invitee of CCMC or by CCMC's failure to perform any covenant, term, condition or act required by this Agreement.

10. **MANAGEMENT FEE:** The County shall pay to CCMC an annual fee as set forth in EXHIBIT 1. Such sum will only be paid from rental revenues, or other non-county sources for the Convention Center itself, any monthly shortfall may be made up from past revenues or other non-county sources. Nothing in this provision would prohibit use of County sources if appropriated for those purposes. If there are insufficient funds

for any monthly installment, the amount paid that month will not affect the annual agreed amount, and future monthly revenues for the duration of this contract may be used to pay the arrearage. If insufficient funds are available at the contract to pay the monthly installment or any arrearage, then this contract shall be reduced by that amount unless otherwise agreed, in writing, by the parties. Such sum shall continue from year to year until adjusted in the annual budget for succeeding years adopted by the Monroe County Council, and set forth by a written amendment to this Exhibit.

As additional compensation for the management services performed by CCMC hereunder, CCMC and DBI shall be permitted to manage its non-convention center related activities from CCMC's office space within the convention center, subject to such usage not interfering with the tax-exempt status of the bonds issued to finance the convention center property.

11. **ACCOUNTING:** CCMC agrees to submit to the County Commissioners, on a quarterly basis, an accounting of any and all revenues and net income generated from the operation of the Convention Center. It is also understood and agreed that the County, or a designee of the County, has the right, at any time, to review and audit CCMC's books and financial records concerning the funds generated from the operation of the Convention Center. CCMC agrees to pay reasonable amounts, as part of the expense of operating the Convention Center, for an annual review by a certified accountant mutually agreed upon by the CCMC and the County. The County agrees to pay reasonable amounts for audits by the State Board of Accounts to occur at intervals to be determined by the State Board of Accounts and upon the termination or expiration of this Agreement.
12. **BUDGET:** CCMC agrees to prepare and submit an annual budget of Convention Center revenues and expenses in conformity with the terms of this Agreement to the County Council for its review and comment prior to final approval by the Board of Directors of CCMC. In performing its duties under this Agreement, CCMC shall abide by the budget approved by the Monroe County Council for the expenses described in Paragraph 7 of this Agreement.
13. **LOANS:** In the event CCMC finds it necessary or desirable for the County to obtain loan funds for the operation of the Convention Center, CCMC shall submit a written request to the County Commissioners who shall determine at their next meeting whether to authorize such borrowing or schedule such decision for a future meeting.
14. **TERMINATION FOR BREACH:** If CCMC fails to fulfill, in a timely and proper manner, its obligations under this Agreement, or if CCMC

violates any of the terms or conditions contained herein, then the County shall have the right to terminate this Agreement with the CCMC. Such termination shall only occur after the County has notified the CCMC in writing of the alleged breach and given CCMC sixty (60) days to cure such breach. If the County fails to fulfill, in a timely and proper manner, any obligation under this Agreement, or violates any terms or conditions contained herein, then CCMC shall have the right to terminate this Agreement. Such termination shall only occur after CCMC has notified the County, in writing, of the alleged breach and given the County sixty (60) days to cure such breach.

15. **MODIFICATION:** This Agreement shall be modified only by written Amendment executed by all parties hereto.
16. **NONDISCRIMINATION CLAUSE:** No person on the grounds of handicap, race, color, religion, sex, or national origin will be excluded from participation in, or be denied benefits of, or be otherwise subject to discrimination in the performance of this Agreement, or in the employment practices of CCMC. CCMC shall, upon request, show proof of nondiscrimination for work done under this Agreement, and shall post in conspicuous places, available to all employees of CCMC employed under this Agreement, and on applications, notices of nondiscrimination.
17. **ENFORCEABILITY:** This Agreement has been made with reference to, and shall be construed and enforced in accordance with, the substantive laws of the State of Indiana, without regard to the principles which would otherwise govern the choice of applicable law in the absence of the parties' selection of applicable law.
18. **APPLICABILITY:** It is agreed between the parties that the CCMC may not assign this Agreement. This non-assignability clause does not affect CCMC's authorization to enter into license agreements or contracts for goods and services. The County may assigned this contract, in whole, or in part, to the CIB.
19. **TAX COVENANT:** Notwithstanding any other provision of this Agreement, CCMC shall neither take any action nor fail to take any action with respect to its management of the Convention Center that would result in loss of the exclusion from gross income of interest paid on any bonds (as defined under the Internal Revenue Code of 1986, as amended (the "Code")), which bonds, when initially issued and sold, were the subject of an opinion of bond counsel to the effect that interest thereon was "excludable" from gross income under the Code. Any agreement entered into by the CCMC with respect to the Convention Center that would result in a loss of the exclusion from gross income of interest paid on such bonds

under the Code shall be of no force or effect and shall not convey any rights or impose any obligation in respect to it, at law or in equity.

The County shall provide CCMC with a legal opinion for guidance as to what types of actions with respect to its use of the Convention Center could result in the loss of the exclusion from gross income of interest paid on the bonds.

20. **CONVENTION CENTER NAME COVENANT:** It is agreed and understood by CCMC that the Convention Center shall be named, referred to, promoted, managed and operated as “The Convention Center of Monroe County”, “Monroe County Convention Center”, “Monroe Convention Center” or “Monroe Center”. CCMC covenants that it will include a like condition in any agreement it enters related to the maintenance, promotion, use, or operation of the Convention Center. Nothing in this section shall require a change in web address or promotion of location. In the event, the Convention Center Property is transferred to the CIB, the CIB shall have the authority to direct promotional materials, including naming rights, as outlined in an agreement between the City and County.
21. **NOTICES:** Whenever either party shall be required to give notice to the other under this Agreement, it shall be sufficient service of such notice to deposit the same in the United States mail, in an envelope duly stamped, registered, and addressed to the other party, at its last known place of business.
22. **SUCCESSORS:** All covenants in this Agreement, whether by the County or CCMC, shall be binding upon the successors of the respective parties hereto.
23. **SEVERABILITY:** In the case any section or provision of this Agreement, or any covenant, stipulation, obligation, act or action, or part thereof, made, assumed, entered into, or taken under this Agreement, or any application thereof, is for any reason held to be illegal or invalid, or is at any time inoperable, that illegality or invalidity or inoperability shall not affect the remainder hereof or any other section or provision of this Agreement or any other covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into, or taken under this Agreement, which shall be construed and enforced as if that illegal or invalid or inoperable portions were not contained herein. Any such illegality or invalidity or inoperability of any application shall not affect any legal and valid and operable application and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof, and shall be deemed to be effective, operative, made, entered

into, or taken in the manner and to the full extent from time to time permitted by law.

- 24. **LIENS AND ENCUMBRANCES:** The CCMC shall not suffer or permit any mechanic's lien or any other type of lien or encumbrance arising from CCMC's management and operation of the Convention Center to be placed or filed upon the premises, and shall indemnify and save the County and MCCCBC harmless there from.
- 25. **Assignment:** The County may assigned this contract, in whole, or in part, to the CIB.

WITNESS our hands this _____ day of _____, _____.

MONROE COUNTY BOARD OF COMMISSIONERS

CONVENTION CENTER MANAGEMENT COMPANY BY:

BY: _____
Julie Thomas, President

BY: _____
Lee Jones, Vice President

ATTEST: _____

BY: _____
Penny Githens, Member

DATE: _____

ATTEST:

BY: _____
Catherine Smith, Auditor

EXHIBIT 1
to the Agreement for Convention Center Management

The Annual Fee payable by the County to CCMC referred to in Section 10 of the Agreement is Three Hundred Eighty Thousand Six Hundred Eighty Eight Dollars (\$380,688.00) payable in equal monthly installments of Thirty-One Thousand One Hundred Twenty-Four Dollars (\$31,724.00), which sum is subject approval by the Monroe County Council. Such sum will only be paid from rental revenues, or other non-county sources for the Convention Center itself, any monthly shortfall may be made up from past revenues or other non-county sources. Nothing in this provision would prohibit use of County funding sources if appropriated for those purposes. If there are insufficient funds for any monthly installment, the amount paid that month will not affect the annual agreed amount, and future monthly revenues for the duration of this contract may be used to pay the arrearage. If insufficient funds are available at the contract to pay the monthly installment or any arrearage, then this contract shall be reduced by that amount unless otherwise agreed, in writing, by the parties. Such sum shall continue from year to year until adjusted in the annual budget for succeeding years adopted by the Monroe County Council, and set forth by a written amendment to this Exhibit.

Dated: October __, 2020

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 11/11/20

Item for Formal Meeting? (Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion (Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda: Include VENDOR's Name in title if appropriate

Surveyor Review Board Update and Request to Approve a New Appointee

All Grants must complete the following

Is this a grant request? Yes

New Grant to the County? Yes

Grant Type:

Reimbursement/Drawdown

Up Front Payment

County IS Pass Through

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

Or other identifying number

Pass Through Entity

Amount Received

Federal:

State:

Local Match:

Total Received:

Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:

Fund Name:

Fund Number:

Amount:

If there is a monetary number in the Amount Box, you HAVE to include the Fund Name & Number. IF this is a grant waiting on the creation of a Fund Name & Number, indicate that in the boxes.

Executive Summary:

A brief update on the Surveyor Review Board and a request to approve a new appointee (Rachel Oser). Among the many duties of the Surveyor Office is perpetuating the Public Land Survey System (PLSS) in the county. Every deed, parcel, and legal land document in the State of Indiana is tied into the original survey performed in the early years of settlement. Section corner stones were set to mark each square mile of the State. Our office is tasked with the job of finding section corner stones, referencing them by measurements to nearby structures, and marking the location of the section corner at the surface. Our office maintains records showing original government section corners, and is required to establish, locate, and reference at least 5% of the corners each year. The Surveyor Review Board reviews and offers technical advice and assistance concerning our section corner work. See attached memo for the name and address of the new appointee.

Person Presenting: Trohn Enright-Randolph

Department: Surveyor

County Legal Review required prior to submission of this form for all contracts

Attorney who reviewed:

Submitted by:

Date:



Office of the Monroe County Surveyor
Trohn Enright-Randolph

Health Services Building
119 West 7th Street
Bloomington, IN 47404
Phone: (812) 349-2570
surveyoroffice@co.monroe.in.us

TO: Monroe County Commissioners
SUBJECT: Surveyor Review Board Appointment
DATE: October 6, 2020

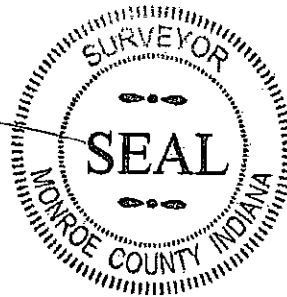
I am appointing to the board Rachel Oser, a licensed surveyor, with the approval of the Monroe County Commissioners, to administer the 2020 Section Corner Perpetuation Program:

Rachel Oser LS# 21100022
4632 E Rocky Road
Bloomfield, IN 47424

Sincerely,

A handwritten signature in black ink, appearing to read "Trohn Randolph-Enright".

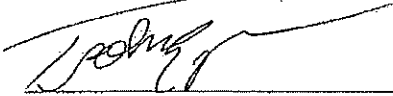
Trohn Randolph-Enright
Monroe County Surveyor



MONROE COUNTY
SURVEYOR REVIEW BOARD
RULES OF PROCEDURE

1. Surveyor Review Board meetings are open to the public. Public notice of the meetings will be posted in accordance with Monroe County Code Chapter 761 and Indiana 5-14-1.5 et. Seq.
2. The Board shall consist of at least one, but not more than five, Registered Licensed Surveyors who are residents of Monroe County and/or currently practicing in Monroe County. Each member shall be appointed by the County and approved by the County Commissioners concurrent with the County Surveyor's term of office.
3. Board members shall be paid a per diem as set by the County Council for the each meeting attended.
4. The meetings shall be presided over by the County Surveyor, or in his absence, by a representative of the Office.
5. One member of the Board shall constitute a quorum.
6. Consensus between the majority of the members of the Board in attendance and the County Surveyor shall be required for certification of a section corner monument.
7. The monumentation of the Public Land Survey System is a matter of public domain. The certification of section corner monumentation shall in no way be constructed of interest for the members of the Board.
8. Minutes of each meeting shall be prepared noting those in attendance and section corner monuments certified by the Board. Minutes shall be approved by the Board and recorded in the Office of the Monroe County Surveyor.
9. The Surveyor Review Board shall administer the Section Corner Perpetuation Program in accordance with Ordinance 97-49 and Indiana Code 36-2-12-11 (see attachment). The approval of section corners are based on the rules of corner locations and upon the preponderance of available evidence. These monuments shall represent the official section corner locations, yet may be subject to review based upon new and compelling evidence.
10. Upon certification, the "Surveyor Review Board" and the Monroe County Surveyor" stamps shall be affixed to the Section Corner Tie Sheet. The Section Corner Tie Sheets shall be signed by the County Surveyor and recorded in the Section Corner Record Book to be kept in the Office of the Monroe County Surveyor.
11. An annual report listing all section corners certified by the Board shall be prepared and recorded in the Office of the County Surveyor.
12. Amendments to these rules of procedure may be made at any regular or special meeting with the approval of a majority of the Board and approval by the County Surveyor.

Adopted this 22nd day of October, 2020.


Trohn Randolph-Enright
Monroe County Surveyor



MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: November 18, 2020

Item for Formal Meeting?
(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion
(Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda:
Include VENDOR's Name in title if appropriate 2020-49 Woods Rezone

All Grants must complete the following

Is this a grant request? Yes

New Grant to the County? Yes

Grant Type:

Reimbursement/Drawdown

Up Front Payment

County IS Pass Through

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

Or other identifying number

Pass Through Entity

Amount Received

Federal:

State:

Local Match:

Total Received:

Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:

Fund Name:

Fund Number

Amount:

Executive Summary:

The request is to rezone one (1) 5.65 +/- acre parcel in Section 12 of Bloomington Township at 3571 E Boltinghouse RD (parcel #: 53-05-12-200-001.000-004) from Institutional/Public (IP) to Agriculture/Rural Reserve (AG/RR).

Person Presenting: Drew Myers

Department: Planning

County Legal Review required prior to submission of this form for all contracts

Attorney who reviewed: David Schilling

Submitted by: Drew Myers

Date: 11/9/2020

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

ORDINANCE NO. 2020-49

Woods Rezone

An ordinance to amend the Monroe County Zoning Maps which were adopted December 1996.

Whereas, the Board of Commissioners of Monroe County, Indiana, passed a zoning ordinance and adopted zoning maps effective January 1997, which ordinance and maps are incorporated herein; and,

Whereas, the Monroe County Plan Commission, in accordance with all applicable laws, has considered the petition to amend said zoning maps;

Now, therefore, be it ordained by the Board of Commissioners of Monroe County, Indiana, as follows:

SECTION I.

The Monroe County Zoning Ordinance is amended to rezone one (1) 5.65 +/- acre parcel in Section 12 of Bloomington Township at 3571 E Boltinghouse RD (parcel #: 53-05-12-200-001.000-004) from Institutional/Public (IP) to Agriculture/Rural Reserve (AG/RR).

SECTION II.

This ordinance shall be in full force and effect from and after its passage and adoption by the Board of Commissioners of Monroe County, Indiana.

Passed and adopted by the Board of Commissioners of Monroe County, Indiana, this 18th day of November 2020.

BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA

"Yes" Votes

"No" Votes

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens, Commissioner

Penny Githens, Commissioner

Attest:
Catherine Smith, Monroe County Auditor

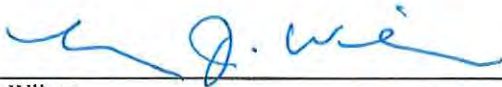
OFFICE OF
MONROE COUNTY PLAN COMMISSION
501 N Morton Street, Suite 224
BLOOMINGTON, IN 47404

TO: THE COMMISSIONERS OF MONROE COUNTY, INDIANA

CERTIFICATION

I, Larry Wilson, hereby certify that during its meeting on October 20th, 2020 the Monroe County Plan Commission considered Petition No. 2007-REZ-07 for a rezone (Ordinance No. 2020-49) to the Monroe County Zoning Ordinance and made a positive recommendation to approve thereon, based on the findings, conditions, and Highway Department reports, with a vote of 8-0.

This proposed amendment is being forwarded for your consideration pursuant to I.C. 36-7-4-605(a).



Larry Wilson
Planning Director

10/26/2020

Date

MONROE COUNTY PLAN COMMISSION

October 20, 2020

CASE NUMBER: 2007-REZ-07

PLANNER: Drew Myers

PETITIONER(S): Tammy Woods; C/o Betty Mullis

REQUEST: Rezone from Institutional/Public (IP) to Agriculture/Rural Reserve (AG/RR). Waiver of final hearing requested.

ADDRESS: 3571 E Boltinghouse Road

ZONING: IP

ACRES: 5.65 +/- acres

TOWNSHIP: Bloomington

SECTION(S): 12

PLAT(S): N/A

COMP. PLAN

DESIGNATION: Rural Residential

EXHIBITS

- 1. Petitioner Cover Letter & Letter of Consent
- 2. Plat Map
- 3. Chapter 804 Design Standards Comparison

PRELIMINARY RECOMMENDATION

Staff recommends **approval** based on the Findings of Fact subject to the county highway and drainage engineer reports.

PLAN REVIEW COMMITTEE – September 10, 2020

****CANCELLED****

PLAN COMMISSION ADMINISTRATIVE – October 6, 2020

No new information was requested by the Plan Commission.

PLAN COMMISSION – October 20, 2020

Plan Commission voted unanimously to **forward** this petition with a positive recommendation to the County Commissioners.

SUMMARY/BACKGROUND

The petitioner requests to rezone approximately 5.65 acres from Institutional/Public (IP) to Agriculture/Rural Reserve (AG/RR). Should the rezone be approved, the petitioner expects to sell the property to new owners who intend to construct a new detached 2-car garage through the standard Improvement Location Permit (ILP) Application process.

The property currently contains an approximate 1,092 sq. ft. single family residence (ca. 1960), two utility sheds, and an above-ground pool with a deck. The two utility sheds and above-ground pool with deck had not previously received permits, and therefore were required to retroactively apply for Improvement Location Permits. These permits have since been approved, but are pending issuance until the rezone petition is decided.

Due to the existing IP zoning, any owner of this property would be required to petition for either a rezone or a use variance in order to permit the addition of a new residential accessory structure

(e.g. a 2-car garage). At one time, this property was owned by a gas utility (Indiana Gas Company), which is likely the reason why the current zoning of IP exists.

If the petitioner is denied the rezone, an Improvement Location Permit cannot be issued for any residential accessory structures because they are unpermitted in IP zone. Additionally, the after-the-fact permits for the existing two utility sheds and above-ground pool could not be issued. Alternatively, if the rezone is denied, the current/prospective owners could petition the Board of Zoning Appeals for a use variance to permit the construction of a residential accessory structure in the IP zone.

Chapter 802 defines Institutional/Public as the following:

Institutional/Public (IP) District. *The Institutional/Public (IP) District is defined as that which is primarily intended to accommodate uses of a governmental, civic, public service, or public institutional nature, including major public facilities, public utilities, and local government-owned property.*

Chapter 802 defines Agriculture/Rural Reserve as the following:

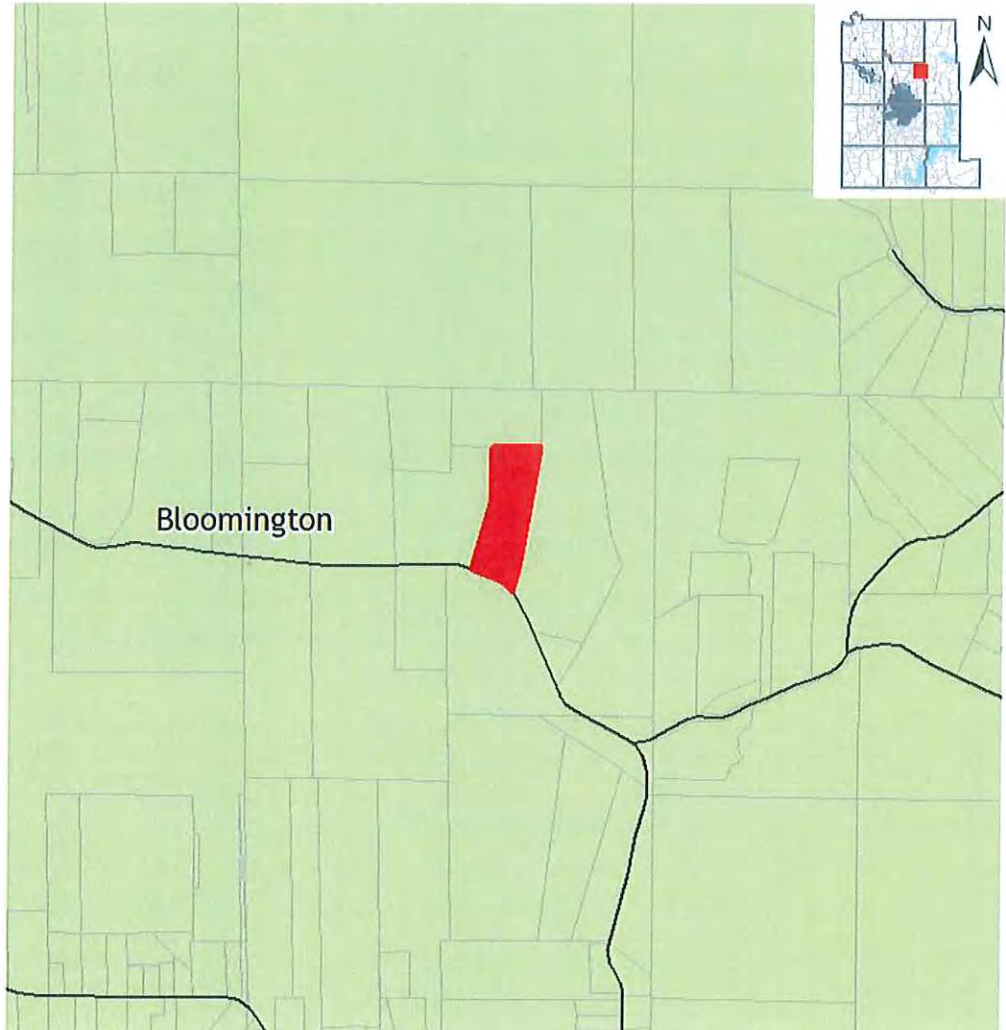
Agriculture/Rural Reserve (AG/RR) District. *The character of the Agriculture/Rural Reserve (AG/RR) District is defined as that which is primarily intended for agriculture uses including, but not limited to, row crop or livestock production, forages, pasture, forestry, single family residential uses associated with agriculture uses and limited, very low density, rural non-farm related single family uses and not in (major) subdivisions. Its purposes are to encourage the continuation of agriculture uses, along with the associated single family residential uses, to discourage the development of residential subdivisions and non-farm-related nonresidential uses, to protect the environmentally sensitive areas, such as floodplain and steep slopes, and to maintain the character of the surrounding neighborhood. Therefore, the number of uses permitted in the AG/RR District is limited. Some uses are conditionally permitted. The conditions placed on these uses are to insure their compatibility with the agriculture-related uses. The development of new non-farm residential activities proximate to known mineral resource deposits or extraction operations may be buffered by increased setback distance.*

LOCATION MAP

The petition site is located at 3571 E Boltinghouse RD in Bloomington Township, Section 12 (parcel #: 53-05-12-200-001.000-004).

Location Map

-  Petitioner
-  Roads
-  Civil (Political) Townships
-  Parcels

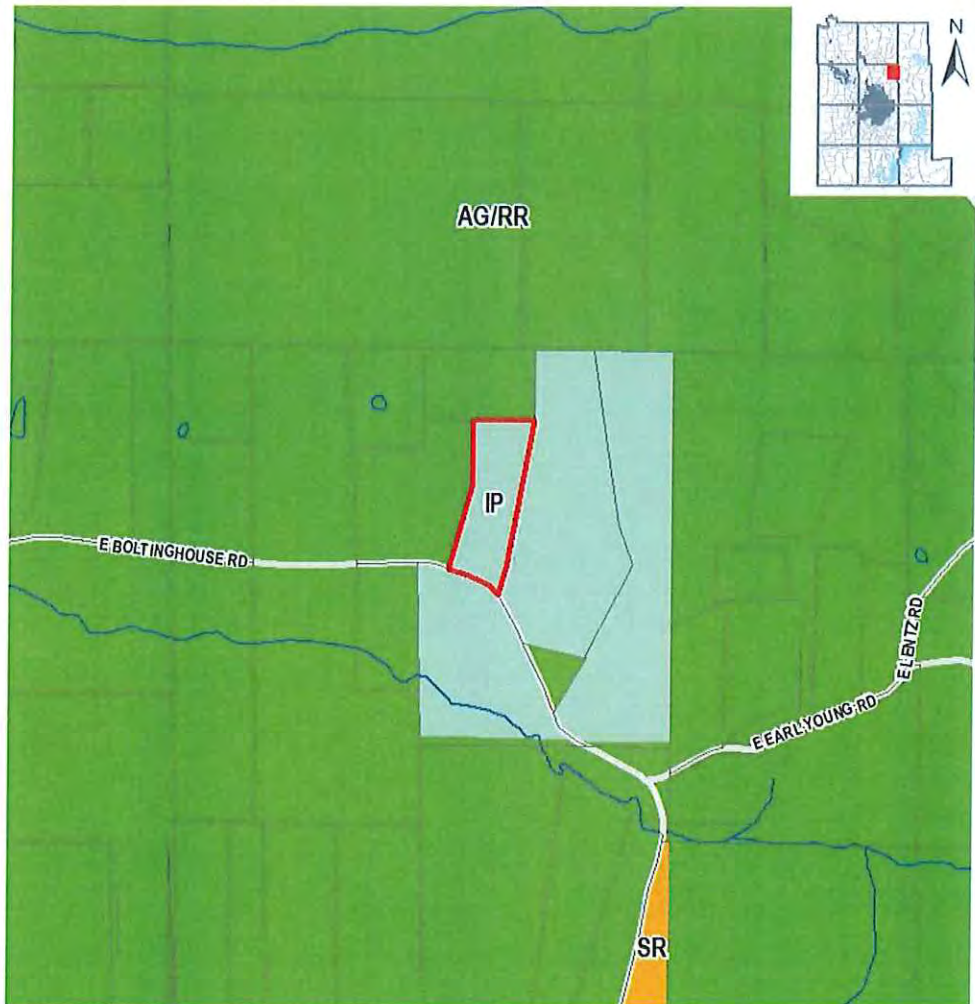


ZONING/ADJACENT USES

The property is zoned Institutional/Public (IP). The immediately adjoining properties are zoned Institutional/Public (IP) and Agriculture/Rural Reserve (AG/RR). Uses nearby are predominately residential or agricultural, and also a public utility located immediately adjacent to the south (Indiana Gas Company, Inc.)

Current Zoning Map

-  Petitioner
-  Parcels
-  Roads
-  Hydrologic Features
- Monroe County Zoning**
-  AG/RR - Agriculture/Rural Reserve
-  IP - Institutional/Public
-  SR - Suburban Residential



0 0.05 0.1 0.2 Miles
Monroe County
Planning Department
Source: Monroe County GIS
Date: 9/29/2020

SITE CONDITIONS

The property exhibits access off of E Boltinghouse RD, a designated Local Road according to the Thoroughfare Plan. The petition site currently contains an approximate 1,092 sq. ft. single family residence (ca. 1960), two utility sheds, and an above-ground pool with a deck. The petition site contains a substantial amount of area that exhibits slopes greater than 15 percent (see slope map). There are no known karst features on site. There is no FEMA floodplain on site. The site drains primarily to the south. The property is currently on septic.

Site Conditions Map

-  Petitioner
-  10-Foot Contours
-  Local Roads [50']
-  Parcels



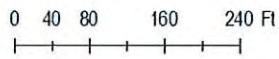
Monroe County
Planning Department
Source: Monroe County GIS
Date: 9/29/2020

Slope Map

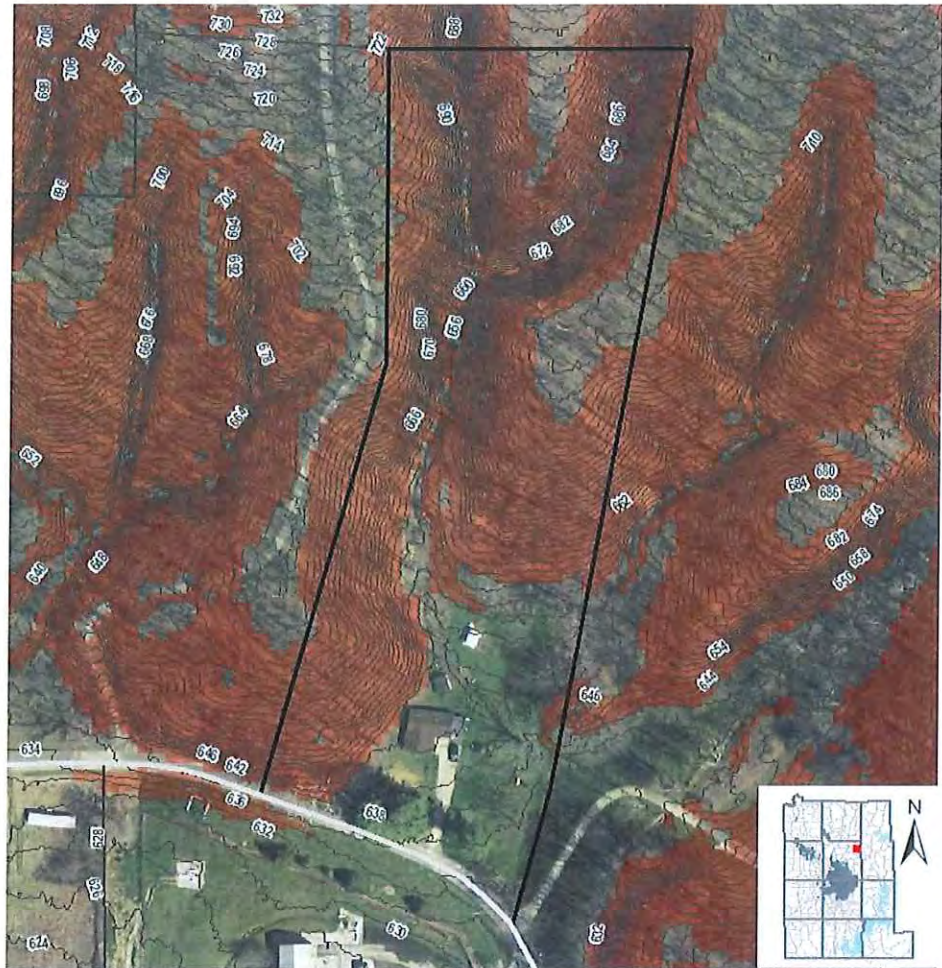
- Local Roads [50']
- Petitioner
- Parcels
- 2-Foot Contours

15_Percent Slope (2010)

- 0 - 15
- > 15



Monroe County
Planning Department
Source: Monroe County GIS
Date: 9/29/2020



SITE PICTURES



Photo 1. Aerial Pictometry from South



Photo 2. Aerial Pictometry from South (zoomed-in)



Photo 3. Aerial Pictometry from North



Photo 4. Aerial Pictometry from West



Photo 5. Aerial Picometry from East

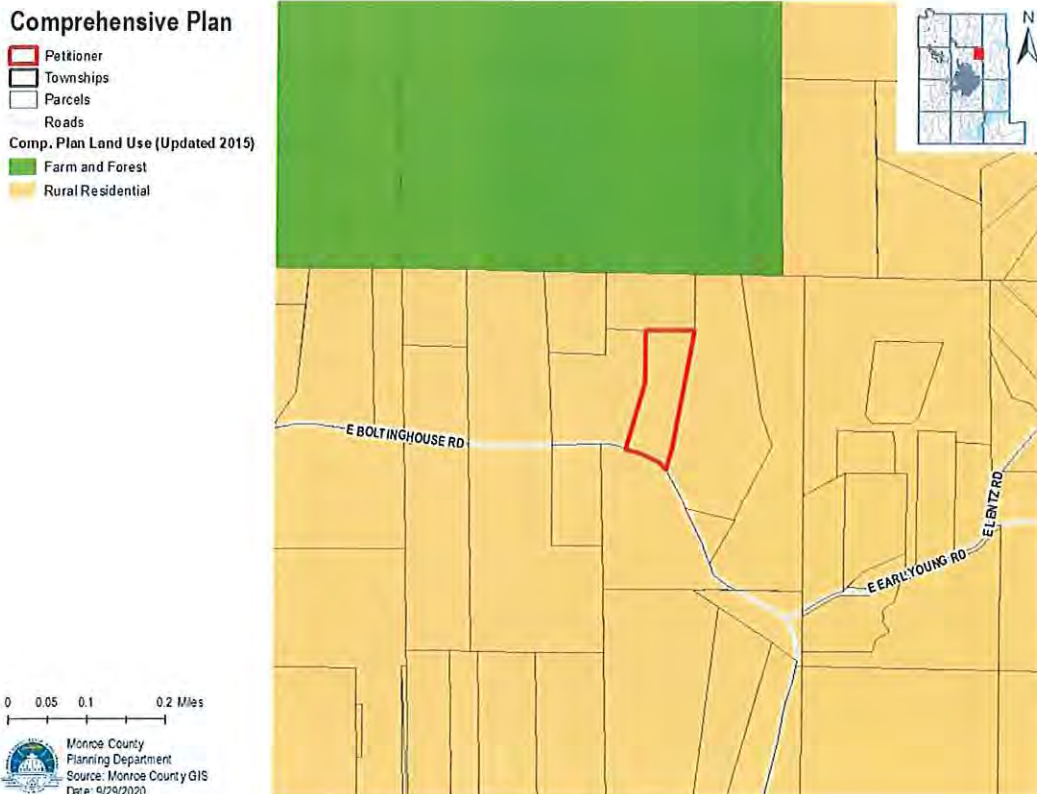
COMPREHENSIVE PLAN DISCUSSION

The petition site is located within the Rural Residential Comprehensive Plan designation which states:

Rural Residential

The Rural Residential use category includes rural property, environmentally sensitive areas, and areas adjacent to quarry operations where low densities are appropriate and desirable; however, the sparse population character of the Farm and Forest category is no longer applicable. Generally, these areas are characterized by active or potential mineral extraction operations nearby, steep slopes, and the remaining forest and/or agricultural land where roadways and other public services are minimal or not available.

The Rural Residential use category includes all property in Monroe County that is not within the Farm and Forest Residential area, Bloomington Urbanizing Area or a Designated Community, or an incorporated town or city. Approximately 52,000 acres of rural property in Indian Creek, Clear Creek, Van Buren, Bloomington, Richland, Bean Blossom, Washington, and Benton Townships are designated Rural Residential. Most often this category adjoins or is very close to the Farm and Forest Residential areas. Current Rural Residential densities are usually greater than 64 homes per section and some portions of the Rural Residential area have already been subdivided or developed at urban densities. To maintain Farm and Forest property use opportunities an average residential density per survey section shall be established by ordinance. This average density shall preserve the rural lifestyle opportunity of this area and help protect nearby Vulnerable Lands. The grouping of more than four residential units sharing the same ingress/egress onto a County or state roadway shall not occur on rural property in this category. All property subdivided in this category must provide for adequate contiguous Resilient Land to support either two independent conventional septic fields or one replaceable mound system, sufficient space for buildings traditionally associated with this type use must also be available. In addition, public roadways shall not experience less than the Monroe County Level of Service standard designation which exists at the time this Plan is adopted as a result of subdivision. Roadways classified as state Highways, major collectors, or local arterials are exempt from this requirement



MCUA PHASE II: Rural Transition

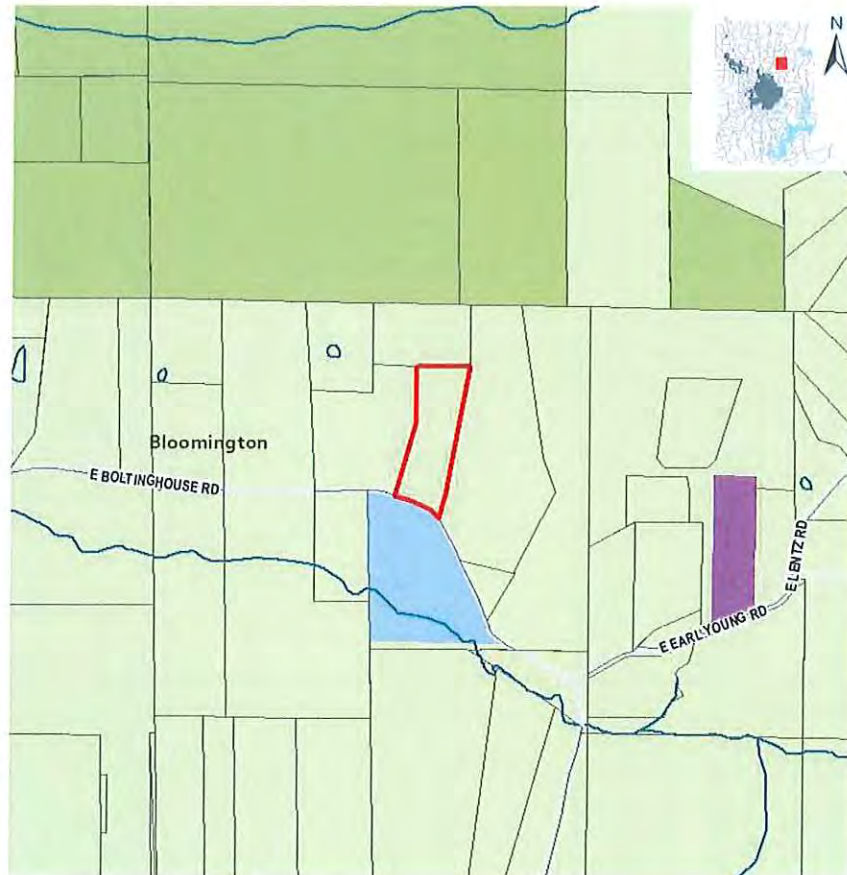
N4 RURAL TRANSITION

The Urbanizing Area Plan – Phase II Implementation Report and Zoning Framework has the petition site designated **Rural Transition (N4)**, which is described as follows:

“This district includes land in the outer edges of the Urbanizing area, intended to retain a low-density development pattern and rural character, consistent with the Rural Transition land use type designated in the Urbanizing Area Plan.”

Proposed Zoning Map (2016)

-  Petitioner
-  Parcels
-  Roads
-  Hydrologic Features
- Proposed Zoning**
-  E4 - Rural Employment
-  N4 - Rural Transition
-  N5 - Rural Reserve
-  CV - Civic



FINDINGS OF FACT - REZONE

According to Section 831-3. Standards for Amendments of the Zoning Ordinance: In preparing and considering proposals to amend the text or maps of this Zoning Ordinance, the Plat Committee shall pay reasonable regard to:

(A) The Comprehensive Plan;

Findings:

- The Comprehensive Plan designates the site and much of the surrounding area to the south as Rural Residential and to the north as Farm and Forest;
- The site currently contains an approximate 1,092 sq. ft. single family residence (ca. 1960), two utility sheds, and an above-ground pool with a deck. The two utility sheds and above-ground pool with deck did not have building permits on file.
- MCUA Phase II proposed zoning designates this site as Rural Transition (N4), which says, "This district includes land in the outer edges of the Urbanizing area, intended to retain a low-density development pattern and rural character, consistent with the Rural Transition land use type designated in the Urbanizing Area Plan."

(B) Current conditions and the character of current structures and uses in each district;

Findings:

- The site is currently zoned Institutional/Public (IP);
- The site currently contains an approximate 1,092 sq. ft. single family residence (ca. 1960), two utility sheds, and an above-ground pool with a deck;
- The immediately adjoining uses are either residential, agricultural, or public utility (Indiana Gas Company adjacent to the south);
- The site drains to the south;
- There is no FEMA floodplain present on the petition site;
- There are no known karst features present on the petition site;
- The site is accessed of E Boltinghouse RD (Local);
- The site is not in a platted subdivision;

(C) The most desirable use for which the land in each district is adapted;

Findings:

- The petition site exhibits a primary use of residential;
- There are no sensitive lands present on or near the petition site;

(D) The conservation of property values throughout the jurisdiction; and

Findings:

- Values may vary significantly dependent upon future planning and zoning in the area;
- See Findings under (A);

(E) Responsible development and growth.

Findings:

- If the rezone were to be approved, the petitioner expects to sell the property to new owners who intend to construct a new detached 2-car garage;
- The site is currently utilizing a septic system;
- The current or prospective owners of this property will need to follow the standard Improvement Location Permit process in order to receive a permission to construct a residential accessory structure;
- All structures on the petition site will meet all other design standards as outlined in Chapter 804 for the Agriculture/Rural Residential Zoning District;
- The site is accessed via E Boltinghouse RD (Local);
- See Findings under (A) through (D);

EXHIBIT 1: Petitioner Letter & Letter of Consent

Letter of Consent

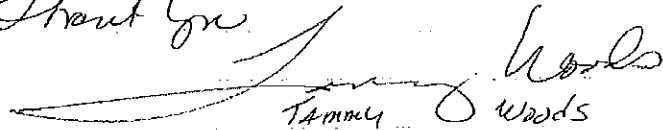
7/14/2020

Please allow Betty Mullis to take care of everything that needs to be done on the property at 3571 E. Balcay Avenue
Bloomington, IN 47408

We are trying to get the property rezoned to residential.

Please call and have all contact with Betty as I do not understand this process.

Thank you


Tammy Woods

Contact Info

Betty Mullis

812 320-0765

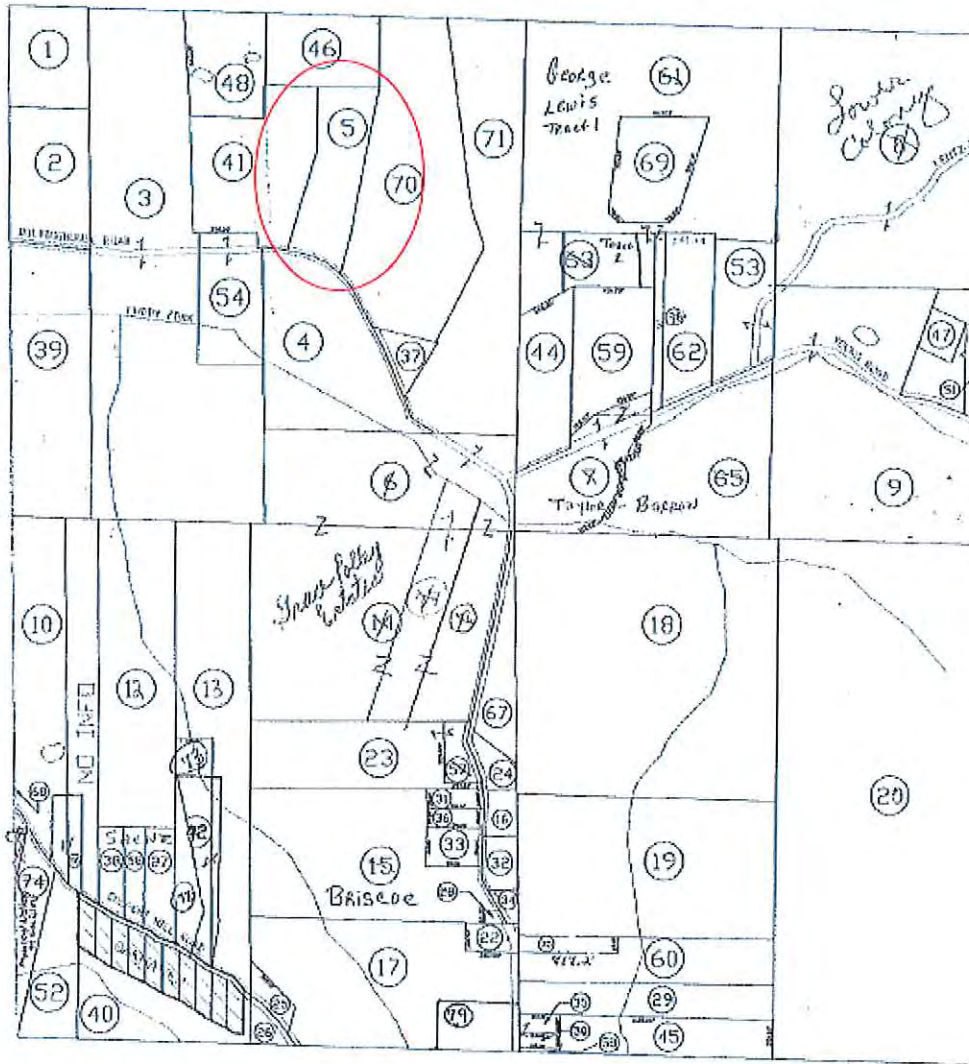
We have sent a copy of the death certificate for Jimmy's Mom Carolyn Sue Terrell since she was on the deed with Jimmy. So please note that this is why Jimmy is selling the property.

Thank you


Betty Mullis

EXHIBIT 2: Plat Map

BLOOMINGTON
 12-9-1W
 640 ACRES ACCORDING TO U.S. SURVEY



SCALE 1"=500'
 7-6-95

BRAD LUDGIST & HEFL
 Consulting Engineers
 Indianapolis, Indiana

This Plat Map is a graphical representation of the recorded records on file here, and is accurate within the accuracy of the legal land survey instrument.

EXHIBIT 3: Chapter 804 Design Standards Comparison

Table 4-1
Height, Bulk, Area, and Density Requirements for Zoning Districts

Requirement	AG	FR	CR	ER	SR	LR	MR	HR	UR	LB	GB	PB	LJ	HI	IP	ME	REC
Gross Density	0.40 (J)	0.20	0.40	1.00	1.00	3.00	4.80	7.30	7.30	---	---	---	---	---	---	---	---
Minimum Lot Area (acres)	2.5 (I)	5.0 (I)	2.5 (E)(I)	1.0	1.0 (F)	0.34	0.21	0.14	0.14	---	---	---	---	---	---	---	---
Minimum Lot Width at Building Line	200	200	200	100	50	75	60	50	50	50	50	50	60	100	100	200	200
Minimum Required Setbacks (feet)																	
Yard Fronting on any Street																	
Local	25 (H)	25 (H)	25 (H)	25	25	25	25	25	25	25	25	25	35	35	35	35	25
Minor Collector	35 (H)	35 (H)	35 (H)	35	35	35	35	35	35	25	25	25	35	35	35	35	25
Major Collector	35 (H)	35 (H)	35 (H)	35	35	35	35	35	35	35	35	35	35	35	35	35	35
Minor Arterial	50 (H)	50 (H)	50 (H)	50	50	50	50	50	50	50	50	50	50	50	50	50	50
Principal Arterial	60 (H)	60 (H)	60 (H)	50	50	50	50	50	50	50	50	50	50	50	50	50	50
Side Yards	50 (A)	50 (A)	15	15	5	10	5	5	10	6	6	6	3	3	3	50	50
Rear Yard	50 (B)	50 (B)	35	35	10	25	10	10	10	0	0	0	10 (D)	10 (D)	10 (D)	50	50
Maximum Lot Coverage (AG,RR, CR, FR- Sq. Ft.) Minimum Open Space Area (All Other Zones - percent)	15,000 Square Feet (G)	15,000 Square Feet (G)	15,000 Square Feet (G)	40	40	40	40	40	40	15	20	15	20	20	20	---	20
Maximum Height (feet)	40 Principal Use Structures 30 Accessory Use Structures	40 Principal Use Structures 30 Accessory Use Structures	40 Principal Use Structures 30 Accessory Use Structures	35	35	35	35	35	45	35	45	35	50	60	35	---	45
Maximum Floor Area Ratio	---	---	---	---	---	---	---	---	---	0.25	0.30	0.25	0.4	0.4	0.4	---	0.30

Chapter 604, Page 6 Revised 11/23/2016

Table 4-1
Height, Bulk, Area, and Density Requirements for Zoning Districts

Requirement	AG	FR	CR	ER	SR	LR	MR	HR	UR	LB	GB	PB	LJ	HI	IP	ME	REC
Gross Density	0.40 (J)	0.20	0.40	1.00	1.00	3.00	4.80	7.30	7.30	---	---	---	---	---	---	---	---
Minimum Lot Area (acres)	2.5 (I)	5.0 (I)	2.5 (E)(I)	1.0	1.0 (F)	0.34	0.21	0.14	0.14	---	---	---	---	---	---	---	---
Minimum Lot Width at Building Line	200	200	200	100	50	75	60	50	50	50	50	50	60	100	100	200	200
Minimum Required Setbacks (feet)																	
Yard Fronting on any Street																	
Local	25 (H)	25 (H)	25 (H)	25	25	25	25	25	25	25	25	25	35	35	35	35	25
Minor Collector	35 (H)	35 (H)	35 (H)	35	35	35	35	35	35	25	25	25	35	35	35	35	25
Major Collector	35 (H)	35 (H)	35 (H)	35	35	35	35	35	35	35	35	35	35	35	35	35	35
Minor Arterial	50 (H)	50 (H)	50 (H)	50	50	50	50	50	50	50	50	50	50	50	50	50	50
Principal Arterial	60 (H)	60 (H)	60 (H)	50	50	50	50	50	50	50	50	50	50	50	50	50	50
Side Yards	50 (A)	50 (A)	15	15	5	10	5	5	10	6	6	6	3	3	3	50	50
Rear Yard	50 (B)	50 (B)	35	35	10	25	10	10	10	0	0	0	10 (D)	10 (D)	10 (D)	50	50
Maximum Lot Coverage (AG,RR, CR, FR- Sq. Ft.) Minimum Open Space Area (All Other Zones - percent)	15,000 Square Feet (G)	15,000 Square Feet (G)	15,000 Square Feet (G)	40	40	40	40	40	40	15	20	15	20	20	20	---	20
Maximum Height (feet)	40 Principal Use Structures 30 Accessory Use Structures	40 Principal Use Structures 30 Accessory Use Structures	40 Principal Use Structures 30 Accessory Use Structures	35	35	35	35	35	45	35	45	35	50	60	35	---	45
Maximum Floor Area Ratio	---	---	---	---	---	---	---	---	---	0.25	0.30	0.25	0.4	0.4	0.4	---	0.30

Chapter 604, Page 6 Revised 11/23/2016

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: November 18, 2020

Item for Formal Meeting? [checked] (Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion [] (Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda: Include VENDOR's Name in title if appropriate

Ratification of grant amendment between Indiana Family Health Council and the Monroe County Health Department for Futures Clinic

Vendor #

If new vendor, enter 'NEW'

All Grants must complete the following

Is this a grant request? Yes [checked]

New Grant to the County? Yes []

Grant Type:

Reimbursement/Drawdown [checked]

Up Front Payment []

County IS Pass Through []

Federal Agency: Health and Human Services

Federal Program: Title X (ten)

CFDA #: 93.217

Federal Award Number and Year: April 1, 2020 - March 31, 2021

Or other identifying number

Pass Through Entity: IFHC

Amount Received

Federal: 65,000

State:

Local Match:

Total Received: 65,000.00

Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:

Fund Name: Futures (Title X)

Fund Number: 8126

Amount: 65,000.00

If there is a monetary number in the Amount Box, you HAVE to include the Fund Name & Number. IF this is a grant waiting on the creation of a Fund Name & Number, indicate that in the boxes.

Executive Summary:

The Monroe County Health Department receives Title X funding from Indiana Family Health Council to operate Futures clinic. This amendment will provide additional resources to operate the clinic through March 2021.

Person Presenting: Penny Caudill

Department: Health

County Legal Review required prior to submission of this form for all contracts

Attorney who reviewed: Margie Rice

Submitted by: Penny Caudill

Date: 11/7/2020

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

**Monroe County Health Department
Title X Contract Amendment #1**

**AMENDMENT TO AGREEMENT FOR SERVICES
TITLE X SERVICES AMENDMENT**

This Amendment to the original Agreement for Services, dated **April 1, 2020 to March 31, 2021** entered into by **Indiana Family Health Council, Inc.**, 151 N. Delaware Street, Suite 520, Indianapolis, IN 46204 (hereinafter “**I.F.H.C.**”) and **Monroe County Health Department**, 119 W. 7th Street, Bloomington, IN 47404 (hereinafter “**Sub-Recipient**”) to amend the specific terms of the Agreement for Services;

In consideration of the mutual covenants contained in the Agreement for Services and those contained in this Amendment, **I.F.H.C.** and **Sub-Recipient** agree as follows:

Paragraph 4.1 of the Agreement shall be and hereby is amended to read as follows:

The total amount of Title X (Federal CFDA Number 93.217) funds to be paid to **Sub-Recipient** by **I.F.H.C.** under this Agreement shall not exceed **One Hundred Twenty-Two Thousand, Eight Hundred and Eighty Dollars (\$ 122,880)**. This amount may be reduced by **I.F.H.C.**, in its sole discretion, if **I.F.H.C.** determines that **Sub-Recipient** will not utilize the full amount of funding allocated for any site during the Term of this Agreement. The following funds are allocated for the approved service site in Monroe County:

Contract Period : April 1, 2020 – March 31, 2021	
Title X	Total Contract Amount
<u>Cumulative Prior Allocation</u> in This Budget Period	\$ 57,880
Amount of Allocation for This Amendment	\$ 65,000
Total of Title X	\$ 122,880

All other terms and conditions of the original Agreement for Services between **I.F.H.C.** and **Sub-Recipient** remain in full force and effect.

**Monroe County Health Department
Title X Contract Amendment #1**

***INDIANA FAMILY HEALTH
COUNCIL, INC.***

By: _____
President & CEO

Date: _____

***MONROE COUNTY
HEALTH DEPARTMENT***

By: _____
Commissioner of Health

Date: _____

By: _____
President, Monroe County
Commissioners

Date: _____

By: _____
Chair, Monroe County
Health Board

Date: _____

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 11/18/2020

Item for Formal Meeting? [checked] (Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion [] (Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda: Contract for Employee Assistance Program through LifeServices. (Include VENDOR's Name in title if appropriate)

All Grants must complete the following

Is this a grant request? Yes []

New Grant to the County? Yes []

Grant Type:

Reimbursement/Drawdown []

Up Front Payment []

County IS Pass Through []

Federal Agency: []

Federal Program: []

CFDA # []

Federal Award Number and Year: []

Or other identifying number

Pass Through Entity []

Amount Received

Federal: []

State: []

Local Match: []

Total Received: []

Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:

Fund Name: Self Insurance

Fund Number: 4700

Amount: \$15,000

If there is a monetary number in the Amount Box, you HAVE to include the Fund Name & Number. IF this is a grant waiting on the creation of a Fund Name & Number, indicate that in the boxes.

Executive Summary:

Contract for a new Employee Assistance Program through LifeServices.

Summary of services:

Face to face counseling for all employees and dependents up to 6 sessions.

Network of 40,000 counselors for virtual or on-site counseling.

Local office in the Shower's Building.

Training for department head's and supervisors.

Supervisor and employee mediation available.

Quarterly wellness seminars.

Quarterly and annual utilization reports.

Court/Probation/YSB already utilizing these services.

Person Presenting: Elizabeth Sensenstein

Department: Human Resources

County Legal Review required prior to submission of this form for all contracts

Attorney who reviewed: Jeff Cockerill

Submitted by: Elizabeth Sensenstein

Date: 11/13/2020

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: Commissioneroffice@co.monroe.in.us



Proposal for an
Employee Assistance Program



Submitted to:
Monroe County Government



From:
LifeServices EAP



September 18, 2020



Introductory Letter

LifeServices EAP is pleased to offer this proposal to provide Employee Assistance Program services to Monroe County Government. We have been in the EAP business for more than 30 years. We are careful to select projects on which to bid where we feel our "hands-on" service will be valued and where we feel we can develop a true partnership with the new client company. We are hoping to add Monroe County Government to our list of happy customers in our mid-west region.

Although a national provider, LifeServices EAP has become known as the "personal service" vendor of choice since we opened our first offices in Indianapolis in 2003. Since that time, we have grown steadily and now provide services to approximately 200 clients primarily in the mid-west and mid-south regions. Our large network of licensed counselors and staff Account Managers are strategically located to ensure easy and expedient access to services.



"The team at LifeServices has always been very attentive to the needs of our employees and family members.

LifeServices is not the only EAP we have used in the past years, but they are the best."

Cathy Young, H.R. Director
Waller Lansden Dortch & Davis

Our Account Management Team assigned to your contract will include experienced, licensed professionals. They will understand the unique needs of your staff and will work hand-in-hand with your managers. They will be readily available and easily accessible to assist with CISD requests, ongoing management consultation regarding problematic employees or employees in a crisis situation, review and discussion of our clear and precise utilization reports, and coordination and dependable follow-up regarding Administrative Referrals. Your Account Management Team will include a Lead Account Manager and a Back-up Account Manager, both working from our offices in Indianapolis, Indiana.

LifeServices is an EAP-only company, having no financial affiliation with mental health centers, hospitals, private practitioners, or insurance companies. **EAP is our only line of business** and we do it best. We are proud to report that most issues presented to our counselors are resolved within the EAP model without the need for a referral. When a referral is necessary, we refer within the employer's insurance network whenever possible. There is no conflict of interest regarding referrals since EAP is our only business.

We are best known for providing hands-on customer service. Our **phone lines are answered live 24/7/365**. Routine EAP **counseling appointments are made available locally within two days** of the call and emergencies are handled immediately.

LifeServices EAP is small enough to offer personal service to all our customers but large enough to offer the same progressive services as large vendors. In addition to our traditional, face-to-face counseling model, we offer progressive services such as legal and financial consultation, web-accessible services, and worklife/employee support services to assist employees and dependents with issues like childcare, eldercare, adoption, daily living, and education.

We offer the most customer-service oriented EAP available at the fairest price possible. Our contracts are bid all-inclusive meaning there are never additional charges for travel, supplies, etc. over and above our quoted fee.

Thank you for considering our proposal.

For questions or contract negotiations please contact:

Kathy Cardwell, MSW, LCSW, LMFT, LCAC, CEAP, SAP
Midwest Regional Director
LifeServices EAP
1712 N. Meridian St., Ste. 201
Indianapolis, IN 46202
Phone: 1-800-822-4847
Email: kcardwell@lifeserviceseap.com

PRICING:

LifeServices will provide the EAP for all employees and dependents of Monroe County Government under an all-inclusive fee structure.

Model	Approximate Number of Employees	Fee Per Employee Per Month
Up to 6 sessions per person per episode	700	\$1.39

Our fees are all-inclusive. There will be no additional charges for management consultations or supplies for educational and promotional purposes (brochures, wallet cards, flyers, posters).

Summary of Services Provided under all-inclusive fee...

Toll-Free Number	<ul style="list-style-type: none"> • Answered live 24/7/365 within 3 rings • No automated answering services or machines utilized
EAP Benefits	<ul style="list-style-type: none"> • Face-to-face counseling • Covers all dependents • Unlimited telephonic access and consultation 24/7 • Over 40,000 licensed counselors in network in U.S. • Routine EAP counseling sessions made available locally within two working days of call. Emergencies seen immediately. • Virtual visits are provided as needed. • Onsite counseling is available.
Program Implementation And Promotion	<ul style="list-style-type: none"> • Dedicated Account Manager and Back-up Account Manager • Employee orientation sessions provided in person or via website • Supervisor training • Unlimited ongoing promotional materials – brochures, wallet cards, magnets, posters, payroll stuffers, quarterly newsletters • Attendance at annual Health Fair/Open Enrollment meetings.
Financial Consultation	<ul style="list-style-type: none"> • Unlimited access to certified financial counselors, each free telephonic session lasting up to 30 minutes. • Typical matters include credit counseling, debt management, budgeting, tax planning.
Legal Services	<ul style="list-style-type: none"> • Free face-to-face or telephonic consultation with local network attorney for each new issue – unlimited number of issues per year. • 25% discount off usual rates for subsequent work with network attorney • Access to legal website offering forms, articles, FAQ's, calculators
Wellness Seminars	<ul style="list-style-type: none"> • Four one hour Wellness Seminars provided per contract year included. Additional seminars offered at \$300/hr.
Work-Life/Employee Support Benefit	<ul style="list-style-type: none"> • Web accessible research service offering free live monthly webinars on timely topics, child and elder care searches and resources, school and college tools, adoption resources, pet care assistance, psychological health resources, self-assessment and wellness resources, and money and time-saving resources.
CISD Services	<ul style="list-style-type: none"> • Unlimited On-site Critical Incident Stress Debriefing (CISD) services
Management Services	<ul style="list-style-type: none"> • Administrative Referrals • Unlimited telephonic consultation with supervisors • Supervisor specific trainings
Reports	<ul style="list-style-type: none"> • Quarterly and Annual Utilization Reports provided • Annual QA Report provided

EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT

THIS AGREEMENT, by and between Workplace Services Corporation, d/b/a LifeServices EAP, (hereinafter "CONSULTANT"), and the Monroe County Government (hereinafter "COMPANY").

1. DESCRIPTION OF SERVICE

CONSULTANT shall provide the following services to COMPANY for the benefit of its employees working at COMPANY's facilities, and such of each employee's spouse, dependent children who reside with the employee, and dependent children attending a college or university within the United States (hereinafter the "Participants"):

a. Upon the request of a Participant, CONSULTANT shall provide each Participant with up to six (6) sessions per episode. The purpose of the sessions will be, (i) to conduct an assessment of the Participant's problems, (ii) to provide necessary counseling services when indicated, (iii) to refer the Participant to one or more resources for counseling or treatment, if appropriate and (iv) to provide follow-up and case management when Participants are referred to other resources. CONSULTANT shall have personnel on call 24 hours per day 7 days per week for emergencies. Non-emergency services shall be available during normal business hours, and sessions shall be conducted by appointment at CONSULTANT's or Network Provider's place of business.

b. CONSULTANT shall provide to the employer, in the case of Mandatory Referral, and only with the employee's signature on the Management Referral Form, the employee's attendance, recommendations and employee's compliance with recommendations. Additional information may be provided to the employer in the event the employee signs a more broad release of information detailing specifically what information can be shared with the employer.

c. CONSULTANT shall be available to conduct an initial training session for COMPANY supervisors to instruct them on identifying employees needing referral assistance.

d. CONSULTANT shall be available to conduct an initial general orientation program for all employees of COMPANY. This program will be designed to acquaint employees with the services of CONSULTANT and instruct employees on how to obtain access to these services.

e. CONSULTANT shall provide COMPANY with posters advertising the services available to employees and their families. The form and content of all printed matter shall be coordinated with COMPANY's Human Resources Department.

f. CONSULTANT shall provide COMPANY with a quarterly statistical report detailing usage of services. Such reports shall not contain any information enabling COMPANY to identify particular Participants. Specific incidents revealed by Participants shall not be disclosed in the report, but it shall not be a breach of confidentiality if statistics identify general categories of Participant problems triggering use of CONSULTANT's services.

g. CONSULTANT shall provide COMPANY's participants access to financial and legal consultation services.

h. CONSULTANT, shall, at the request of COMPANY, be available to conduct Critical Incident Stress Debriefings (CISD's) in the event a critical incident occurs.

i. CONSULTANT shall provide COMPANY's participants with web-accessible WorkLife Services.

j. CONSULTANT shall, at the written request of COMPANY, conduct four (4) one-hour wellness seminars per year on emotional health topics for COMPANY's employees. Additional seminars are available at Three Hundred Dollars (\$300.00) for each one-hour seminar.

CONSULTANT shall perform the above-described services diligently and in a manner consistent with the standards customarily applicable to those providing similar services.

2. **CONFIDENTIALITY**

Except as specifically permitted by this Agreement or as required by law, CONSULTANT shall keep confidential, not disclose to any third party, and not use any information or data acquired under this Agreement and relating in any manner to or disclosed by (1) the COMPANY or (2) any Participant. CONSULTANT shall impose this confidentiality requirement on its employees, agents, and independent contractors that come in contact with confidential information under this Agreement. Any exchanges of information deemed necessary to fulfill the service components of this Agreement will meet all HIPPA regulations as well as adhere to all applicable laws and/or any existing policies of either party. The obligations set forth in this section shall survive the termination or expiration of this Agreement.

3. **INDEPENDENT CONTRACTOR**

In performing this Agreement, CONSULTANT shall act at all times as an independent contractor. Nothing contained herein shall be construed or applied so as to create the relationship of principal and agent between COMPANY and CONSULTANT. Neither party shall make any commitment or incur any charge or expense in the name of the other party.

4. **REPRESENTATIVES AND NOTICE**

All payments and notices may be made by mail and shall be effective upon posting if sent by prepaid United States mail. Until notified otherwise in writing by COMPANY, CONSULTANT shall direct such communications to:

Monroe County Government
Attn: Elizabeth Sensenstein, Human Resource Specialist
Address: 100 W. Kirkwood Ave.
Bloomington, IN 47404
Phone: 812-349-7314
Email: esensenstein@co.monroe.in.us

Until notified otherwise in writing by CONSULTANT, COMPANY shall direct all communications relating to this Agreement to the following address:

LifeServices EAP
Attn: Danny W. Williamson, President
320 West 8th Street, Ste. 108
Bloomington, IN 47404
Phone: 1-800-822-4847
Email: d2williamson@lifeserviceseap.com

5. **TERM**

Unless terminated as provided herein, the initial term of this Agreement shall be for one (1) year and shall commence on December 1, 2020. This agreement will automatically renew for twelve (12) month terms beginning December 1, 2021 (anniversary of commencement date), effective after the initial term, on the same terms and conditions unless either party gives written notice of intent not to renew to the other party sixty (60) days prior to the expiration of the term herein mentioned or of any subsequent term.

6. **TERMINATION**

The COMPANY may terminate this Agreement immediately upon the occurrence of any of the following events:

1. Any conduct of the CONSULTANT's shareholders, employees or agents which jeopardizes the health, safety, or welfare of any person, or the safety, reputation or the regular functions of the COMPANY.
2. In addition, if CONSULTANT commits a material breach of any of the terms of this Agreement, other than that listed in 1 above, then the COMPANY may terminate this agreement upon no less than thirty (30) days written notice.

In the event the COMPANY breaches any material term of this Agreement, then the CONSULTANT may terminate this Agreement upon no less than thirty (30) days written notice.

7. **FEES**

COMPANY shall pay CONSULTANT a fee of One Dollar and Thirty-Nine Cents (\$1.39) per employee per month for the initial term for the services to be performed pursuant to this Agreement. and an annual increase based on the Consumer Price Index published by the Bureau of Labor Statistics, or no more than 6% in any subsequent contract year. The number of employees with respect to which a fee is payable shall be determined by an employee census prepared by COMPANY and submitted to CONSULTANT during the fifteen day period preceding the commencement of each quarter. The fee will be invoiced quarterly and shall be paid no later than the last day of the first month of such quarter. As used in this section, the term "quarter" shall mean each of the three-month periods commencing on January 1, April 1, July 1 and October 1. CONSULTANT shall have the right to audit COMPANY's records relating to the quarterly census.

8. **ASSIGNMENT**

COMPANY shall not assign any or all of its rights under this Agreement without the prior written consent of CONSULTANT. This Agreement shall not be assigned or subcontracted in whole or in part by CONSULTANT without the prior written consent of COMPANY.

9. **ENTIRE AGREEMENT**

This Agreement is the entire agreement of the parties with respect to the subject matter hereof; it shall not be modified except in writing signed by both parties. This Agreement shall be construed in accordance with the laws of the State of Indiana.

"CONSULTANT"
LifeServices EAP

"COMPANY"
Monroe County Government

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Resolution 2020-51
A Resolution to Approve an Interlocal Agreement with the Monroe County Township Trustees Association

Come now the Monroe County Board of Commissioners (“Commissioners”), who wish to approve the extension of an Interlocal Agreement and state the following:

WHEREAS, due to COVID-19, the Commissioners began conversations with various Township Trustees in Monroe County about the long-term effects and financial hardships that their residents may experience; and

WHEREAS, the Township Trustees formed and organized as the Monroe County Trustees Association (“Association”) to coordinate and collaborate; and

WHEREAS, the Commissioners and the Association entered into an Interlocal Agreement to serve the interests of the residents of Monroe County who have been financially and negatively impacted by COVID-19; and

WHEREAS, COVID-19 continues to spread and to affect the lives of Monroe County residents, resulting in the need to extend the interlocal cooperation between the Commissioners and the Association.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA, AS FOLLOWS:

We find that the attached Interlocal Agreement, which is incorporated herein as “Exhibit A” is necessary to serve the residents of Monroe County who may be impacted by COVID-19 from now until mid 2021, and this Interlocal promotes the public interest. We hereby approve the Interlocal Agreement.

Approved this _____ day of November, 2020, by the Board of Commissioners of Monroe County, Indiana.

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens, Member

Penny Githens, Member

ATTEST:

Catherine Smith, Auditor

**INTERLOCAL COOPERATION AGREEMENT BETWEEN MONROE COUNTY AND
TOWNSHIP GOVERNMENTS TO DELIVER RELIEF FROM IMMEDIATE AND LONGER-TERM
COVID-19 ECONOMIC IMPACTS**

WHEREAS, Monroe County Government (“Monroe County”) and its various elected and appointed officers serve all residents of Monroe County, Indiana; and,

WHEREAS, Township Executives (“Townships”), provided for by Indiana Code 36-6-4 et seq., are charged with broad and varied responsibilities within their individual jurisdictions within Monroe County, including providing for financial assistance and other aid to residents within their jurisdictions under Indiana Code 12-20 and 12-30-4; and

WHEREAS, the Townships in Monroe County¹ previously organized as the “Monroe County Trustees Association” (“Association”), secured an Employer Identification Number (“EIN”), elected an organizational structure and voted on officers (including a President, Vice-President, and a Secretary/Treasurer), and maintain a bank account for their purposes; and

WHEREAS, Monroe County and its various elected and appointed officers are – among other duties – charged with assessing property, collecting and distributing real and personal property taxes, enforcing local and state laws, prosecuting violations of those local and state laws, operating a court-system for all civil and criminal matters in Monroe County, Indiana and operating public buildings including a local correctional center; and

WHEREAS, in the course of carrying out their wide-ranging statutory duties Monroe County and the Townships touch the lives of and operate in service to the same residents; and

WHEREAS, Monroe County and the Townships recognize that the 2019 Novel Coronavirus (COVID-19) pandemic and public health emergency created by COVID-19 has negatively affected and challenged the residents of Monroe County in many ways, including financially and economically; and

WHEREAS, the impacts of COVID-19 may likely not be felt for many months, due to closures of courts, cessations of enforcement actions and evictions for a period of time, delays of utility bills, and similar freezes that were necessary due to COVID-19; and

WHEREAS, residents of Monroe County, Indiana will eventually face the realities of taxes, fees, rents, bills, and possible penalties for late or non-payment, but may not have the financial means to handle those realities and the impact may occur after the Governor of Indiana’s Executive Orders have ended; and

WHEREAS, when those residents, served by Monroe County and the Townships, face financial burdens they may look to relief from Monroe County and the Townships, whether in the form of statutorily-allowed financial assistance from Townships or relief from enforcement of local and state laws and penalties by Monroe County; and

¹ Including those from the following Townships: Bean Blossom, Benton, Bloomington, Clear Creek, Indian Creek, Perry, Polk, Richland, Salt Creek, Van Buren, and Washington.

WHEREAS, the Monroe County Board of Commissioners (“Commissioners”) and the Association wish to use the interlocal cooperation authority statutorily granted to units of government by Indiana Code 36-1-7 et seq. collaborate in service to all residents of Monroe County; and

WHEREAS, the Commissioners and the Association each vow to use the authority to do *“what is necessary and desirable in the conduct of its affairs even though not specifically granted by statute”*, provided by Home Rule and granted pursuant to Indiana Code 36-1-3 et seq., to proactively assist and improve outcomes for those residents, and to reduce harm, which should result in benefits to Monroe County and the Townships.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

I. Purpose and Duration of Agreement

The Monroe County Board of Commissioners (“Commissioners”) and the Monroe County Trustees Association (“Association”) agree to enter into this Interlocal Agreement for the purpose of delivering COVID Relief Funds (“Funds”) to residents of Monroe County negatively impacted by the novel Coronavirus (COVID-19). This Agreement shall be in effect from the date of signature by both the County and the Association and approval by the Monroe County Council, and until July 1, 2021, unless extended by mutual, written agreement of the parties.

Funds may be granted by the Association only upon a written request of one of the Townships, which is a member of the Association, and only if one of the following conditions is met:

- (1) The requesting Township has exhausted all of its available assistance dollars;
- (2) The requesting Township determines a COVID-19-related need exists for one of its residents and wishes to provide assistance to the resident, but the need exceeds the dollar amount the Township may normally provide, per the Township’s Guidelines; or
- (3) The Township determines a COVID-19-related need exists, which is not eligible per the Township’s Guidelines.

II. Transfer of Funds from Monroe County Government to the Association

Monroe County shall transfer a total amount not to exceed Two Hundred Thousand Dollars (\$200,000) to the Association. Funds have already been appropriated by the Monroe County Council (“Council”), due to the COVID-19 pandemic.

Per local Ordinance, Monroe County’s Rainy Day Funds may be used to cover expenses related to emergencies and unforeseen circumstances for which no other funding source exists. The Commissioners and Council find that COVID-19 and its long-reaching and detrimental impacts on Monroe County residents is just such an emergency and was definitely unforeseen. The Funds shall be distributed to the Association, who will serve as the fiscal agent for the Funds and will hold the Funds in the Association bank account and provide reporting, as required by Paragraph IV, below. The Association shall provide the same legal and financial stewardship and fiscal responsibility over the Funds as is required of other Township dollars, which are audited by the State Board of Accounts.

The Funds shall be distributed in increments of Twenty Five Thousand Dollars (\$25,000), with the first installment being made by the Monroe County Auditor on or before June 30, 2020. The Association may request up to three (3) additional installments of Twenty Five Thousand Dollars (\$25,000) to be paid to the Association, by the Monroe County Auditor, as needed, up to the total of *Two Hundred Thousand Dollars (\$200,000)*. The Monroe County Auditor shall require each installment to go through the normal claims process followed by Monroe County Government and required by the State Board of Accounts.

III. Disbursement of Funds from Townships to Applicants

The Association shall choose three (3) of its members to serve as a COVID Committee. The three members may rotate and change, as needed, based upon the discretion of the Association's President. No request made by a Township may be approved, unless two of the three members of the COVID Committee votes positively in support of the request.

IV. Accounting and Reporting of Expenditures of Funds from Townships to Monroe County

At least once each month, a representative of the Association shall attend a public meeting of the Commissioners' and report to the Commissioners which Townships have received Funds. A copy of each written Township request approved by the COVID Committee shall be provided to the Commissioners at the public meeting, which shall be made a part of the written record and minutes of the Commissioners' meeting. Such record shall be kept by the Monroe County Auditor.

Executed and Approved by the Monroe County Board of Commissioners

"YEAS"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens, Commissioner

Penny Githens, Commissioner

ATTEST:

Catherine Smith, Monroe County Auditor

Executed and Approved by Monroe County Township Trustee Association

Kim Alexander, President

*Approved by the Monroe County Council, in lieu of sending to the Indiana Attorney General, as required
by Indiana Code 36-1-7 et seq.*

"AYES"

"NAYS"

Eric Spoonmore, President

Eric Spoonmore, President

Kate Wiltz, President Pro Tempore

Kate Wiltz, President Pro Tempore

Trent Deckard, Member

Trent Deckard, Member

Marty Hawk, Member

Marty Hawk, Member

Geoff McKim, Member

Geoff McKim, Member

Cheryl Munson, Member

Cheryl Munson, Member

Peter Iversen, Member

Peter Iversen, Member

Attest:

Catherine Smith, Auditor – Monroe County, Indiana Monroe County, Indiana

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: November 18, 2020

Item for Formal Meeting? [X]
(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion []
(Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda:
Include VENDOR's Name in title if appropriate

Request for approval to Resolution 2020-53; to provide Pantry 279 a third round of financial support to provide food to our community and Wheeler Mission's Winter Womens' Shelter during this Pandemic

Vendor #

If new vendor, enter 'NEW'

All Grants must complete the following

Is this a grant request? Yes []

New Grant to the County? Yes []

Grant Type:

Reimbursement/Drawdown []

Up Front Payment []

County IS Pass Through []

Federal Agency: []

Federal Program: []

CFDA # []

Federal Award Number and Year: []

Or other identifying number

Pass Through Entity []

Amount Received

Federal: []

State: []

Local Match: []

Total Received: []

Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:

Fund Name: County General

Fund Number: 1000

Amount: 10,000 (Pantry 279) 54,251 (Wheeler Mission)

If there is a monetary number in the Amount Box, you HAVE to include the Fund Name & Number. IF this is a grant waiting on the creation of a Fund Name & Number, indicate that in the boxes.

Executive Summary:

Pantry 279 has in excess of 2000 families in need of Thanksgiving boxes and more continue to seek assistance. An anonymous donor has pledged funds to assist with this need and the County's support will help the pantry provide assistance to an additional 200 families.

Monroe County and the City of Bloomington have partnered to assist Wheeler Mission provide a Winter Women's Shelter to assist our homeless women population that consists of an excess of 40 women with shelter and services during this pandemic.

Person Presenting: Angie Purdie

Department: Board of Commissioners

Attorney who reviewed: Jeff Cockerill
County Legal Review required prior to submission of this form for all contracts

Submitted by: Angie

Date: 11/13/20

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

Resolution 2020-53
A Resolution Supporting COVID-19-related Relief

Come now the Monroe County Board of Commissioners (“Commissioners”), who pledge Monroe County’s assistance and financial support for emergency relief efforts, related to the Coronavirus 19 outbreak (“COVID-19”), and state the following:

WHEREAS, on March 6, 2020, Indiana Governor, Eric J. Holcomb, declared a Public Health Emergency and issued Executive Order 20-02, which has been extended and modified; and

WHEREAS, when the Governor utilizes his executive authority to declare an emergency, Indiana Code 10-14-3-12 and 10-14-3-17, provide political subdivisions the ability to respond and to waive procedures and formalities, where necessary; and,

WHEREAS, Monroe County adopted procedures for management of emergencies, which are codified in Monroe County Code 450; and,

WHEREAS, supporting the work of social service agencies through the provision of Community Services Grants has long been a tradition of Monroe County Government, since its adoption of Resolution 2008-51 and 2013-15; and

WHEREAS, because Indiana is facing a Public Health Emergency and because of the pressure, uncertainty, and financial tension resulting from the outbreak of COVID-19, the Monroe County Board of Commissioners (“Commissioners”) wish to support Pantry 279, a local not for profit who provides a valuable food service to County residents, AND Wheeler Mission’s Winter Women’s Shelter, a local not for profit who provides a valuable shelter to our County homeless, by providing funding.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA, AS FOLLOWS:

The County Council has appropriated funds for COVID 19 relief, the Board of Commissioners will allocate ten thousand dollars (\$10,000) for purchase of food supplies to Pantry 279 and fifty-four thousand two hundred and fifty one dollars (\$54,251) as half the required funding necessary to provide the emergency shelter services for Monroe County’s homeless women during this pandemic .

Approved this _____ day of _____, 2020, by the Board of Commissioners of Monroe County, Indiana.

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

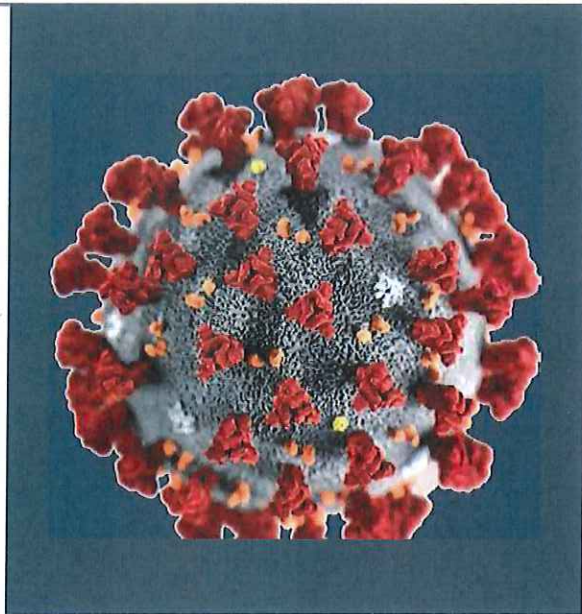
Lee Jones, Vice President

Penny Githens, Member

Penny Githens, Member

ATTEST: _____,

Catherine Smith, Auditor



Monroe County Continuity of Operation

Infections Disease Plan

Board of Commissioners
Adopted May 13, 2020
Amended November 18, 2020

Monroe County Government

Continuity of Operations

Infectious Disease Preparedness and Response Plan (COOP-ID)

MCG COVID-19 RETURN TO WORK SAFELY POLICY

This policy is subject to revision based on data and local circumstances.

MISSION

This Continuity of Operations Plan establishes policy and guidance to ensure mission essential functions for Monroe County Government are performed efficiently with minimal disruption and safely under any infectious disease threat. While the severity and consequences of an emergency cannot be predicted, effective contingency planning can minimize the impact on Monroe County Government missions, personnel and facilities.

Monroe County, as a public employer, retains the sole and exclusive responsibility and authority to manage and direct its workforce on behalf of the public, and to conduct the operations and activities of Monroe County to the full extent authorized by law. Elected officials/department heads (EO/DH) have responsibility for the day-to-day supervision and operation of their respective offices as prescribed by statute. In their discretion, elected officials and department heads are allowed to institute, for the efficient operation of their departments, additional, more stringent requirements than those contained in this Policy. Elected officials and department heads are encouraged to put such policies in writing.

[P:\County Forms & Info\Personnel Policy Handbook\Personnel Policy Handbook \(Effective April 1, 2020\).pdf](P:\County Forms & Info\Personnel Policy Handbook\Personnel Policy Handbook (Effective April 1, 2020).pdf)

The bereavement time allotted to all full time employees will remain 5 days for immediate family during this pandemic- regardless of level of Continuity of Operations

WHAT IS COVID-19?

COVID-19 – A coronavirus

Coronaviruses make up a large family of viruses that can infect birds and mammals, including humans, [according to the World Health Organization](#) (WHO).

These viruses have been responsible for several outbreaks around the world, including the severe acute respiratory syndrome (SARS) pandemic of 2002-2003 and the Middle East respiratory syndrome (MERS) [outbreak in South Korea](#) in 2015. And now, COVID-19 a [novel \(new\) coronavirus](#) (SARS-CoV-2) that has not been previously identified.

While some coronaviruses have caused devastating epidemics, others cause mild to moderate respiratory infections, like the common cold. These viruses spread primarily from person to person, mainly through expired droplets expelled when an infected person coughs or sneezes. If someone is close enough to the infected person, some of those droplets may land in the mouths or noses of people who are nearby or possibly be inhaled into the lungs. It is believed the virus is more likely to be shared when people are in close contact with one another (within about 6 feet). For more information on COVID-19, see:

<https://www.livescience.com/what-are-coronaviruses.html>.

<https://www.cdc.gov/coronavirus/2019-nCoV/index.html>

Seasonal flu – NOT a coronavirus

There are four types of influenza viruses: A, B, C and D. Human influenza A and B viruses cause seasonal epidemics of disease (known as the flu season) almost every winter in the United States. Influenza A viruses are the only influenza viruses known to cause flu pandemics, i.e., global epidemics of flu disease. A pandemic can occur when a new and very different influenza A virus emerges that both infects people and has the ability to spread efficiently between people. Influenza type C infections generally cause mild illness and are not thought to cause human flu epidemics. Influenza D viruses primarily affect cattle and are not known to infect or cause illness in people.

Influenza A viruses are divided into subtypes based on two proteins on the surface of the virus: hemagglutinin (H) and neuraminidase (N). There are 18 different hemagglutinin subtypes and 11 different neuraminidase subtypes (H1 through H18 and N1 through N11, respectively). While there are potentially 198 different influenza A subtype combinations, only 131 subtypes have been detected in nature. Current subtypes of influenza A viruses that routinely circulate in people include: A(H1N1) and A(H3N2). Influenza A subtypes can be further broken down into different genetic “clades” and “sub-clades.” For a visual depiction of these classifications, see the “Influenza Viruses” graphic at the following link: <https://www.cdc.gov/flu/about/viruses/types.htm>.

HOW IS THE COVID-19 VIRUS SPREAD?

Person-to-person spread

The virus is thought to spread mainly from person-to-person.

- Between people who are in close contact with one another (within about 6 feet).

- Through respiratory droplets produced when an infected person coughs, sneezes or talks that land in the mouths or noses of people who are nearby or possibly inhaled into the lungs of someone nearby. **(WHY you maintain social distancing)**
- Some recent studies have suggested that COVID-19 may be spread by people who are not showing symptoms. **(WHY you wear a mask)**

Maintaining good social distance (about 6 feet) is very important in preventing the spread of COVID-19.

Spread from contact with contaminated surfaces or objects

It may be possible that a person can get COVID-19 by touching a surface or object that has the virus on it **and then touching their own mouth, nose, or possibly their eyes. This is not thought to be the main way the virus spreads, but we are still learning more about this virus. (Another reason to wash your hands)**

Wash your hands often with soap and water. If soap and water are not available, use an alcohol-based hand rub. Also, routinely clean frequently touched surfaces.

RISK FOR OCCUPATIONAL EXPOSURE

OSHA has noted the risk for occupational exposure will vary from very high to high, medium, or lower (caution) risk, **dependent upon your work requirements** and need for contact within 6 feet of people known or suspected of being infected with COVID-19.

OSHA has defined the Occupational Risk Pyramid for COVID-19



VERY HIGH RISK (Example CORONER)

Very high exposure risk jobs are those with high potential for exposure to known or suspected sources of COVID-19 during specific medical, postmortem, or laboratory procedures. Workers in this category include:

Healthcare workers (e.g., doctors, nurses, dentists, paramedics, emergency medical technicians) performing aerosol-generating procedures (e.g., intubation, cough induction procedures, bronchoscopies, some dental procedures and exams, or invasive specimen collection) on known or suspected COVID-19 patients.

Healthcare or laboratory personnel collecting or handling specimens from known or suspected COVID-19 patients (e.g., manipulating cultures from known or suspected COVID-19 patients).

Morgue workers performing autopsies, which generally involve aerosol-generating procedures, on the bodies of people who are known to have, or suspected of having, COVID-19 at the time of their death.

HIGH EXPOSURE RISK (Example: CORONER AND LAW ENFORCEMENT)

High exposure risk jobs are those with high potential for exposure to known or suspected sources of COVID-19. Workers in this category include:

Healthcare delivery and support staff (e.g., doctors, nurses, and other hospital staff who must enter patients' rooms) exposed to known or suspected COVID-19 patients. (Note: when such workers perform aerosol-generating procedures, their exposure risk level becomes *very high*.)

Medical transport workers (e.g., ambulance vehicle operators) moving known or suspected COVID-19 patients in enclosed vehicles.

Mortuary workers involved in preparing (e.g., for burial or cremation) the bodies of people who are known to have, or suspected of having, COVID-19 at the time of their death.

MEDIUM EXPOSURE RISK (EXAMPLE: LAW ENFORCEMENT, HEALTH DEPARTMENT CLINICAL STAFF AND TO SOME EXTENT EMPLOYEES WITH DIRECT PUBLIC CONTACT)

Medium exposure risk jobs include those that require frequent and/or close contact with (i.e., within 6 feet of) people who may be infected with COVID-19, but who are not known or suspected COVID-19 patients. In areas without ongoing community transmission, workers in this risk group may have frequent contact with travelers who may return from international locations with widespread COVID-19 transmission. In areas where there *is* ongoing community transmission, workers in this category may have contact with the general public (e.g., schools, high-population-density work environments, some high-volume retail settings).

LOWER EXPOSURE RISK – CAUTION (ALL OTHER DEPARTMENTS AND POSITIONS WITH MINIMAL OR NO PUBLIC CONTACT)

Lower exposure risk (caution) jobs are those that do not require contact with people known to be, or suspected of being, infected with COVID-19 nor frequent close contact with (i.e., within 6 feet of) the general public. Workers in this category have minimal occupational contact with the public and other coworkers.

SYMPTOMS OF COVID-19

Symptoms typically include fever, cough, muscle pain, fever, chills, and shortness of breath, loss of taste or smell and other symptoms are evolving as we move through this pandemic. Some people infected with the virus have reported experiencing other non-respiratory symptoms. Other people, referred to as *asymptomatic cases*, have experienced no symptoms at all.

According to the CDC, symptoms of COVID-19 may appear in as few as 2 days or as long as 14 days after exposure.

WHAT TO DO TO PROTECT YOURSELF



Wash your hands often

- [Wash your hands](#) often with soap and water for at least 20 seconds, especially after you have been in a public place, or after blowing your nose, coughing, or sneezing.
- If soap and water are not readily available, **use a hand sanitizer that contains at least 60% alcohol**. Cover all surfaces of your hands and rub them together until they feel dry.
- **Avoid touching your eyes, nose, and mouth** with unwashed hands.



Avoid close contact

- **Avoid close contact** with people who are sick
- Put **distance between yourself and other people**.
 - Remember that some people without symptoms may be able to spread virus.
 - Keeping distance from others is especially important for [people who are at higher risk of getting very sick](#).



Cover your mouth and nose with a [cloth face cover](#) when around others

- You could spread COVID-19 to others even if you do not feel sick.
- Everyone should wear a [cloth face cover](#) when they have to go out in public, for example to the grocery store or to pick up other necessities.
 - Cloth face coverings should not be placed on young children under age 2, anyone who has trouble breathing, or is unconscious, incapacitated or otherwise unable to remove the mask without assistance.
- The cloth face cover is meant to protect other people in case you are infected.
- Do NOT use a facemask meant for a healthcare worker.
- Continue to keep about 6 feet between yourself and others. The cloth face cover is not a substitute for social distancing.



Cover coughs and sneezes

- **If you are in a private setting and do not have on your cloth face covering, remember to always cover your mouth and nose** with a tissue when you cough or sneeze or use the inside of your elbow.
- **Throw used tissues** in the trash.
- Immediately **wash your hands** with soap and water for at least 20 seconds. If soap and water are not readily available, clean your hands with a hand sanitizer that contains at least 60% alcohol.



Clean and disinfect

- Clean AND disinfect [frequently touched surfaces](#) daily. This includes tables, doorknobs, light switches, countertops, handles, desks, phones, keyboards, toilets, faucets, and sinks.
- If surfaces are dirty, clean them. Use detergent or soap and water prior to disinfection.
- Then, use a household disinfectant. Most common [EPA-registered household disinfectants](#) will work.

MCG'S COMMITMENT TO YOU

Monroe County Government is vested in ensuring the safety of our employees and helping them to feel comfortable and safe in their workplace by implementing:

Administrative Controls

- We are providing a weeks' worth of cloth masks for each employee
 - Limiting or excluding when possible, public contact
 - Encouraging work from home - telework
 - Encouraging alternate work schedules
 - Providing barriers between work spaces as requested
 - Providing cleaning cloths and disinfectant to each employee for work surface and technology
 - Providing hand sanitizer for employees and the public
 - Daily cleaning of our buildings and high contact surfaces
 - Not requiring a provider's note for anyone with acute respiratory illness
 - Being flexible and responsive to changes in our community and our MCG workforce directly related to COVID-19 and moving within our COOP-ID levels of return, based upon ISDH and our local Health Department's direction.
- *Providing all Full time employees with 5 bereavement days for immediate family*

Engineering Controls – ONLY required for high-risk occupations, but we will be providing in all our buildings

- Installing high-efficiency air filters.
- Increasing ventilation rates in the work environment.
- Installing physical barriers, such as clear plastic sneeze guards.
- Providing trash receptacles that are closed and foot operated for the disposal of employee tissues (not food or recycling).

DEPARTMENTAL EXPECTATIONS

- 6' distancing between employees if possible.
- If NOT possible, ensure masks are worn and a physical divider is in place or provide alternate work schedules or sites, if those are available/option.
- Employees wear a face covering when 6' distancing is not possible.
- **Cloth masks will be provided by MCG. (hyperlink gives cleaning information)**
- If applicable, encourage teleworking and flexible work hours.
- Require employee daily symptom check-in compliance.
- <P:\County Forms & Info\Commissioners\CONTINUITY OF GOVERNMENT\SYMPTOM CHECK SIGN IN.xlsx>
- Do not require medical provider's statement if employee is reporting COVID-19 symptoms.
- Employees are not to report to the office if presenting with COVID 19 symptoms.
- Hear and respond to employees' concerns and fears.
- Provide FACTS – CDC is your go-to reference <https://www.cdc.gov/>.
- Require all employees to wash their hands upon arrival at work.
- Require all employees to clean their work area and technology with the disinfectant provided after washing hands **upon arrival**.

- Require all employees to clean their work area and technology with the disinfectant provided and then wash hands **prior to departure**.
- Require all employees to remain in their office and communicate via email or phone as much as possible (reduce/stop inter-departmental traffic if possible).
- Establish restrictions in employee lounge areas:
- Request maintenance mark the floor with 6' spacing or mark tabletops with 6' spacing if not already communicated.

Supervisors:

- Submit daily ~~until COOP ID Level 4~~ is reached to: Rbush@co.monroe.in.us
- Number of employees out sick reporting COVID-19-related symptoms _____
- Total number of employees in my department _____

RESOURCES:

- Personnel issues and Federal law compliance: Supervisors should ensure they understand restrictions, and if ever unsure, reach out to Human Resources (812) 349-7314.
- The Health Department will have POSTERS available for you to place in your office reminding staff to WASH their HANDS; wear a face covering; cover their cough (elbow or tissue); keep social distancing; report immediately when they don't feel well with COVID-19 symptoms; and, communicate with you if they have been around anyone that has tested positive for COVID-19. Supervisors can also make their own posters at www.postermywall.com
- An infra-red thermometer will be available in each department should an **employee feel ill and wish to take their own temperature**. (Do not record temperatures - that becomes a medical record and subject to HIPPA Laws)

TESTING INFORMATION

Optum Serve currently does not require a medical provider's referral. This may be different for IU Health, Monroe Hospital, or private providers. Knowing requirements is essential as they can change quickly, up-to-date Testing Information can be found at: <https://www.coronavirus.in.gov/2524.htm>
Appointments are required.

To make an appointment, go to <https://lhi.care/covidtesting> to set up an account and make an appointment. Phone registration will only be used for people without internet access at 888-634-1116.

EMPLOYEES WHO FALL ILL

Employees who are feeling ill should be advised to contact their medical provider by phone and follow the medical provider's direction. Employees are not to report to work if exhibiting COVID-19 symptoms and running a fever.

Employees who are feeling ill and self-reporting COVID-19 symptoms **while in the office/at work** are to be isolated from other employees and sent home. They should be advised to contact their medical provider prior to leaving the office. A medical provider's statement will be required before the employee returns to work.

Employees who do not wish to contact their provider first but wish to register for testing may use either of the hot links above.

SUPERVISORS/EO/DH must notify maintenance to clean the employee's work space and any other areas the employee may have been in contact, immediately upon the employee's departure.

Employees will need to report to their Supervisor if they have been directed to self-quarantine, or isolate as a result of a positive test for COVID-19. These employees will need to provide a medical provider's verification of safe to return to work.

FLOW CHART FOR TESTING REFERRAL

Symptoms include: Temperature >100.4 / new dry cough / new shortness of breath. Other symptoms may include: repeated shaking with chills, muscle pain, headache, and sore throat, new loss of taste or smell

*If have symptoms, stay with client, 6 feet away if possible & have them put on a surgical/dust mask. You may provide a thermometer to check temperature. Follow work area cleaning directions.

EMPLOYEE PRESENTS ILL →	APPOINTMENT MADE →	SCREENING/TESTING
Separate employee from others	IU Health Virtual App/Hub https://iuhealth.org/covid19/virtual-coronavirus-screening	Screening does not lead to testing- follow providers directions for care and return to work
Send employee home and to arrange for screening/testing	Optum Serve https://lhi.care/covidtesting	TEST: stay home/isolate until results are returned
	Primary Care Provider	NEGATIVE- follow directions of Medical provider/CDC
		POSITIVE- stay home/isolate per per CDC guidelines

Employee must have return to work documentation from Medical Provider if confirmed positive.

<P:\County Forms & Info\Commissioners\CONTINUITY OF GOVERNMENT\FlowChart employee referred to testing.pdf>

GUIDANCE FOR SYMPTOMS AND CONTACT

Essential workers guidance is different: <https://www.cdc.gov/coronavirus/2019-ncov/community/critical-workers/implementing-safety-practices.html>

We live in a community where COVID-19 is or might be spreading

Watch Your Health

Be alert for symptoms. Watch for **fever, cough, shortness of breath, or [other symptoms](#)** of COVID-19.

- Take your temperature if symptoms develop.
- Practice [social distancing](#). Maintain 6 feet of distance from others, and stay out of crowded places.
- Follow [CDC guidance](#) if symptoms develop.

If you: **POSITIVE TEST**

REQUIRES MEDICAL PROVIDER RETURN TO WORK DOCUMENTATION

- Have been diagnosed with COVID-19, **HAVE SYMPTOMS** and directed to care for themselves at home may discontinue isolation under the following conditions:
 - At least 3 days (72 hours) have passed since recovery defined as resolution of fever without the use of fever-reducing medications and improvement in respiratory symptoms (e.g., cough, shortness of breath); and,
 - At least 10 days have passed since symptoms first appeared.
- Have been diagnosed with COVID-19, **NO SYMPTOMS** may discontinue isolation/quarantine under the following conditions:
 - At least 10 days have passed since the date of positive COVID-19 diagnostic test assuming no subsequently developed symptoms since the positive test.
 - IF symptoms develop: follow diagnosed **with symptoms** [directions](#).

Isolate Yourself from Others

- **Stay home.**
- **If you live with others, stay in a specific “sick room” or area** and away from other people or animals, including pets. Use a separate bathroom, if available.
- Read important information about [caring for yourself](#) or [someone else who is sick](#), including when it’s safe to end home isolation.
- **Required Medical Provider release to return to work.**

If you HAVE SYMPTOMS- no test

Have cough, fever, or shortness of breath, or [other symptoms](#) of COVID-19

- Stay home except to get medical care
- Separate yourself from other people
- Monitor your symptoms
- May return to work:
 - At least 3 days (72 hours) have passed since recovery defined as resolution of fever without the use of fever-reducing medications and improvement in respiratory symptoms (e.g., cough, shortness of breath); and,
 - At least 10 days have passed since symptoms first appeared.

If you had CLOSE CONTACT

- [Recently had close contact](#) with a person with COVID-19
 - *A close contact is someone who you were within 6 feet of for at least 15 minutes – or – someone you were in **direct contact with their infectious secretions** (like being coughed on).” OR*
 - *If named as a direct contact, they will be advised to quarantine 14 days. They might choose to get a test although guidance doesn't say don't stop quarantine*

Stay Home and Monitor Your Health (Quarantine)

- Stay home until 14 days after your last exposure.
- Check your temperature twice a day and watch for symptoms of COVID-19.
- If possible, stay away from people who are at [higher-risk](#) for getting very sick from COVID-19.

FAMILIES FIRST CORONAVIRUS RESPONSE ACT

The Families First Coronavirus Response Act (FFCRA) creates two emergency paid leave requirements in response to the COVID-19 global pandemic. The first is the Emergency Paid Sick Leave Act (EPSLA), which entitles certain employees to take up to 2 weeks of **paid sick leave**. The second is the Emergency Family and Medical Leave Expansion Act (EFMLEA), which permits certain employees to take up to 12 weeks of **expanded family and medical leave**, 10 of which

are paid, for specified reasons related to COVID-19. *These emergency paid leave benefits will expire on December 31, 2020.* Complete information on FFCRA may be found at <https://www.dol.gov/agencies/whd/pandemic/ffcra-employer-paid-leave>

CONTINUITY OF GOVERNMENT PLAN - ID (COOP-ID)

COVID-19 PANDEMIC



The anticipated duration of each Continuity of Operations Infectious Disease LEVEL, beyond Level 1, will be at least 2 weeks in duration for forward movement. Data will be monitored daily, which impacts the duration of each level and the direction of progress. Depending on the data collected, the COOP-ID level made be moved from a less restrictive level for a more restrictive level. The Commissioners' emergency declaration and the COOP-ID levels are based on recommendations from the County Health Officer.

CONTINUITY OF OPERATION PLAN

COOP-ID LEVEL 1

Emergency Declaration/Stay Home Order

Buildings closed to the public

1. ONLY essential personnel report to work at county facilities. Essential functions continue. Utilize alternate means to complete essential functions of government operations.
 - a. MCG buildings are closed to the public.
 - b. Employees working from home with minimal staff coming into the office to ensure continuity of operations.
2. An employee who presents COVID-19 symptoms while at work is to be isolated from other employees, shall contact their medical provider, and go home as soon as possible. CONTACT maintenance to [clean](#) the area immediately.
3. Full-time employees (FTE) will be compensated as per our emergency closing policy, located in Section 5.15 of the Personnel Policy Handbook.
4. Part-time employees (PTE) will be compensated at a rate based upon their average pay per day(s)/week (dependent upon duration of event and their normally scheduled hours).
5. Provide a daily report of the number of people who are unable to work (in the office or from home) at Rbush@co.monroe.in.us self-reported COVID-19 symptoms; or
 - directed by a medical provider to self-quarantine / isolate; or
 - have a diagnosis of COVID-19
6. Employees must be available for work during their normal scheduled hours; they cannot work another job during their usual working hours.
7. Timekeeping: Employees record work time as Code 3 Emergency.

Expectations of Employees working in a County Building

1. At the beginning of each workday, employees are required to report on an office symptom tracker whether they have a cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, new loss of taste or smell, or have been exposed to or around anyone who is exhibiting the foregoing symptoms.
2. Employees are expected to wear cloth or disposable face covering when in shared workspaces and elsewhere in County buildings. Limit movement between offices whenever possible. Instead, utilize telephone, email, or zoom meetings to connect with

colleagues in other offices as much as possible. <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>

3. Employees who have their own office are permitted to use their office without wearing a face covering; However, they are expected to wear a face covering when working outside of their office, for example, under the circumstances described in paragraph 2 (above), when another person enters that office, and in all common areas of the building.
4. At a minimum, employees shall clean, with a disinfectant wipe or cloth with disinfectant spray, their desk, computer key board, phone, computer mouse, and all other items frequently touched during the workday in their workspace each morning and night (minimum).
5. Employees shall wash their hands upon coming to work, at least once midday, and prior to departure (and of course after they use the restroom).

CONTINUITY OF OPERATION – COOP-ID LEVEL 2

Modified Emergency Declaration

MCG Buildings remain closed to the public

Department Heads/Elected Officials

1. Alternate number or percentage of employees working in the office and number or percentage of employees teleworking (outside of the office).
 - a. For those employees with service-related positions that generally do not have work they can do from home, is there something they can take home and work on for your department? Is there something they can do to help another department?
 - Staffing depends on the footprint of the office and the amount of work that can be completed at home. The website <https://www.banquettablespro.com/space-and-capacity-calculator> shows possible spacing options for your office
 - Employees may flex as appropriate for your office, including weekends and extended office hours.
 - NO employee working a flex schedule, teleworking, or performing a combination of telework and office work, should earn compensatory or overtime unless they are truly working overtime.
 - b. Some alternate staffing ideas to ensure social distancing during the workday:
 - During week 1, Employee Group A will be scheduled on Monday, Wednesday, and Friday. During week 2, this group of employees will work Tuesday and Thursday. Employee Group B will work Tuesday and Thursday during week 1 and Monday, Wednesday, and Friday in week 2.
 - During week 1, Employee Group A works in the office while Employee Group B performs work from home. In Week 2, Employee Group A performs work from home and Group B works at the office.

- Consider alternate work schedules which create a longer workday (4 days at ten hours each for 40 hours/week or 3 days at nine hours and 1 day at eight hours for 35 hours/week.
 - Ensure staffing Monday through Friday in the office. However, the new work schedule at your office cannot require another department to also change their hours if they do not wish to do so.
 - Encourage telework if possible.
2. Full-time employees (FTE) will be compensated as per our emergency closing policy, located in Section 5.15 of the Personnel Policy Handbook.
 3. Part-time employees (PTE) will be compensated at a rate based upon their average pay per day(s)/week (dependent upon duration of event and their normally scheduled hours).
 4. Report daily the number of people who are unable to work (in the office or home) due illness with self-reported COVID-19 symptoms, direction to self-quarantine/isolate, or have a diagnosis of COVID-19 to the Health Department at: Rbush@co.monroe.in.us
 5. Employees who are not well or who are required to care for a **sick** child or other dependent are not to report and **continue to be covered under the emergency classification of the county.**
 - a. FTE will be compensated as per our emergency closing policy, located in Section 5.15 of the Personnel Policy Handbook.
 - b. PTE will be compensated at a rate based upon their average pay per day(s)/week (dependent upon duration of event and their normally scheduled hours).
 6. An employee who states they are unable to work due to the **need to care for a child whose school or child care provider is closed or unavailable for reasons related to COVID-19, can use benefit time OR** may apply for FFCRA COVID expanded family and medical leave. The [FFCRA](#) terminates December 31, 2020.
 7. *Employees **refusing to telework when capable**, are not covered by FFCRA benefits. Employees in this situation would have to use benefit time.*
 8. An employee who presents COVID-19 symptoms while at work is to be isolated from other employees shall contact their medical provider and go home as soon as possible.
The employee will be covered by the Commissioners' Emergency Declaration and subject to paragraphs 3.a. or 3.b. (above) as appropriate.
 9. Consider whether the department can conduct business from this point forward with staff alternating time in the office and at home.
 10. Timekeeping: Employees record their time worked either in the office or from home by hours worked. Hours necessary to fulfill pay period time requirements but not worked are recorded as Code 3 Emergency. Employees record their time worked either in the office or from home, time not worked is recorded as Code 3 Emergency.

Expectations for Employees working in a County building

See information under “Expectations for [Employees](#) working in w County Building” in Section COOP-ID Level 1.

CONTINUITY OF OPERATIONS

COOP-ID LEVEL 3

MCG Buildings are open to the public by appointment only
Commissioner's Emergency Declaration no longer in effect

Department Heads/Elected Officials

1. All employees who are unable to telework return to the workplace.
2. Provide a daily report of the number of people who are unable to work (in the office or from home) at Rbush@co.monroe.in.us
 - self-reported COVID-19 symptoms; or
 - directed by a medical provider to self-quarantine / isolate; or
 - have a diagnosis of COVID-19
3. Employees who work in positions that enable them to telework from home are encouraged to do so. Employees working from home are on the clock and must account for their time accordingly and are subject to being called in to the office in the event that their physical presence is required.
4. An employee who presents COVID-19 symptoms while at work is to be isolated from other employees, shall contact their medical provider, and go home as soon as possible. CONTACT maintenance as soon as possible to [clean](#) the area.
5. If a full-time employee is unable to work due to:
 - a direction to self-quarantine or isolate;
 - is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
 - is caring for an individual subject to a self-quarantine or isolation direction; or,
 - is caring for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19,
 - Is subject to the MCG Personnel Policy Handbook and may use benefit time, or they may elect to pursue options available under [FFCRA](#). The FFCRA options terminate December 31, 2020
6. A part-time employee may be compensated as per the FFCRA.
7. **Standard Personnel Policy is in effect:** Employees are paid based upon hours worked. *Employees **refusing to telework** when capable, are not covered by expanded FMLA benefits. Employees in this situation would have to use benefit time.*
8. Timekeeping: Employees record their time worked either in the office or from home by hours worked. Benefit time must be used to cover hours necessary to fulfill pay period time requirements but not worked.

Expectations for Employees working in a County building

See information under “Expectations for [Employees](#) working in w County Building” in Section COOP-ID Level 1.

CONTINUITY OF OPERATIONS

COOP-ID LEVEL 4

This is the least restrictive level until the COVID pandemic is resolved
MCG buildings are open to the public, if necessary

Department Heads/Elected Officials

See information for [Department Heads/Elected Officials](#) COOP-ID Level 3.

Expectations for Employees working in a County Building

1. Normal expectations for reporting to work.
2. Employees should not report to work if ill. Employees who are ill shall notify their supervisor if they are suffering from COVID-related symptoms.
3. An employee who presents COVID-19 symptoms while at work is to be isolated from other employees shall contact their medical provider and go home as soon as possible.
4. Face coverings are still required if you are unable to adhere to a minimum of 6 feet of personal distancing.
5. Personnel policy applies. No emergency order in place.
6. [FFCRA](#) remains in place if prior to December 31, 2020.
7. Offices that do not need to be open to the public remain closed to the public.
8. Timekeeping: Employees record their time worked either in the office or from home by hours worked. Benefit time must be used to cover hours necessary to fulfill pay period time requirements but not worked.

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 11/18/2020

Item for Formal Meeting? [checked] (Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion [] (Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda: Change Order #10 with Milestone Contractors for Fullerton Pike, Phase II

Vendor # [] If new vendor, enter 'NEW'

All Grants must complete the following

Is this a grant request? Yes []

New Grant to the County? Yes []

Grant Type:

Reimbursement/Drawdown []

Up Front Payment []

County IS Pass Through []

Federal Agency: []

Federal Program: []

CFDA # []

Federal Award Number and Year: []

Or other identifying number

Pass Through Entity []

Amount Received

Federal: []

State: []

Local Match: []

Total Received: []

Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:

Fund Name: Local Road and Street

Fund Number: 1169

Amount: \$1,825.00

If there is a monetary number in the Amount Box, you HAVE to include the Fund Name & Number. IF this is a grant waiting on the creation of a Fund Name & Number, indicate that in the boxes.

Executive Summary:

This change order is generated by extra rock excavation for a light foundation. The total extra rock removal was .65 cys (cubic yards). The cost also includes mobilization and demobilization on September 10, 2019 when the work was completed.

Person Presenting: Lisa Ridge

Department: Highway

Attorney who reviewed: [] County Legal Review required prior to submission of this form for all contracts

Submitted by: Lisa Ridge

Date: November 5, 2020

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

Contract No:R -38502

Change Order No.: 010

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Page: 1

Contract Information	Contract No.: R -38502	Letting Date:08/10/2018	
District:SEYMOUR DISTRICT	AE:Wron, Rachel	PE/S:Wildt, Chuck	Status:Pending

Change Order Information	Change Order No.: 010	EWA: Y or Force Acct: N
Date Generated: 11/02/2020	Date Approved: 00/00/0000	
Reason Code: CHANGED COND, Constructability Related		
Description: Excavation X		

Original Contract Amount	\$ 4,953,000.00	
Current Change Order Amount	\$ 1,825.00	Percent: 0.037 %
Total Previous Approved Changes	\$ 12,739.25	Percent: 0.257 %
Total Change To-Date	\$ 14,564.25	Percent: 0.294 %
Modified Contract Amount	\$ 4,967,564.25	

Time Extension Information

Date Initiated 00/00/0000	Date Completed 00/00/0000
Original Contract Time	SS Completion Date 00/00/0000 or SS Calendar/Work Days 0 SP Date 00/00/0000 or SP Days (SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension	SS Days 0 SP Days 0	SP Days Value \$ 0.00
Previous Time Approved	SS Days by AE: _____ DCE: _____ SCE: _____ DDCM: _____	SS Days _____ SP Days Value \$ _____
Revised Contract Time	SS Completion Date 00/00/0000 or SS Calendar/Work Days 0 SS Date 00/00/0000 or SP Days 0	

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority AE: _____ DCE: _____ SCE: _____ * DDCM: _____ *
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) (-- LE \$ 2 M --) (-- GT \$ 2 M --)
(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by _____ Date Issued _____

Total Change To-Date>5%? Y / N If Y, Copy to Program Budget Manager _____

Scope/Design Recommendation Required? Y / N If Y, Referred to Project Manager(PM) _____

Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____

If N, Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA _____ Date Returned _____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract No: R -38502

INDIANA

Date: 11/04/2020

Change Order No: 010

Department of Transportation

Page: 3

Contract: R -38502
 Project: 1500523 - State:150062300LC5
 Change Order Nbr: 010
 Change Order Description: Excavation X
 Reason Code: CHANGED COND, Constructability Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Component	Amount Change
0201	1500523	0160	206-61216	CYS	500.000	0.650	C	Amount:\$ 325.00
Item Description: EXCAVATION X								
Supplemental Description1: Class X for Light Foundation								
Supplemental Description2:								
0202	1500523	0160	110-07025	EACH	1,500.000	1.000	C	Amount:\$ 1,500.00
Item Description: MOBILIZATION AND DEMOBILIZATION								
Supplemental Description1: Mobilization and Demobilization for Class X Excavation								
Supplemental Description2:								

Total Value for Change Order 010 = \$ 1,825.00

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.
 General or Standard Change Order Explanation

During excavation for light foundations for A1-6, Sta.320+07 rt Line PR-B and A1-7, Sta.320+68 rt Line PR-B rock was encountered approximately 3.5 ft from top of grade. A1-6 = .20 cys of rock removal and A1-7 .35 cys of rock removal. Total rock removed equals .65 cys. Per INDOT Specification 200.11 when rock is encountered while excavating for a light foundation and there is not an existing Class X excavation item, a change order will be generated and the cys will be paid at \$500.00/cy. Also, the contractor will be paid \$1,500.00/mobilization/demobilization. Contractor mobilized in once on September 10, 2010. This Change Order does not warrant any additional days to the contract.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.
 Notification and consent to this change order is hereby acknowledged.

Contractor: Milestone Construction

Signed By: Josh Burris

Date: 11-4-2020

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:R -38502
Change Order No:010

INDIANA
Department of Transportation

Date:11/04/2020
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S



APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
Project Engineer/Supervisor	Wildt, Chuck	00/00/0000	Action Pending

CHANGE ORDER REQUEST FORM

CONTRACT NO.	R-38502	DATE OF SUBMISSION	November 3, 2020
PROJECT DESCRIPTION <i>(route / intersection / bridge no(s).)</i>	Fullerton Pike Phase II		
CHANGE ORDER REQUEST SUMMARY DESCRIPTION	Rock Encountered for A1-6 and A1-7 light foundations		
PROPOSED SOLUTION SUMMARY	Rock Removal per Spec		

NOTE: Upon request from Engineer, enter detailed description on page 2.

ONSET DATE OF CHANGE	November 3, 2020	CHANGE ORDER TYPE	104.03 Extra Work
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PROPOSED COST AND TIME ADJUSTMENT

COST COST INCREASE / (DECREASE): \$ **1,825**

The cost adjustment shall include lump sum and/or estimated totaled unit-priced item costs. Attach a separate sheet of unit price items including item description, unit of measurement, estimated quantity and unit price.

CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF COST CHANGE:

109.03 Altered Quantities 109.05(a) Agreed Price 109.05(b) Force Account 109.05.02 Delay Costs

PROPOSED COST CHANGE INCLUDES: Labor Material Equipment Lease Agreement Subcontractor

TIME ADJUSTMENT INCREASE / (DECREASE): (work days) **0**

CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF TIME CHANGE:

108.08(a) Excusable, Non-Compensable 108.08(b) Excusable, Compensable

NOTE: If Compensable, attach details based on 109.05.2(a) Allowable Delay Costs.

SUPPLEMENTAL INFORMATION

Additional information.

CHANGE ORDER ORIGATION:	<input type="checkbox"/> INDOT /LPA <input checked="" type="checkbox"/> Contractor
DOCUMENTS AFFECTED:	None
<input type="checkbox"/> Contract Specifications (ref. doc name/no.)	
<input type="checkbox"/> Contract Plans (ref. doc name/no.)	
CHANGE ORDER AFFECTS DBE PARTICIPATION:	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no (If yes, attach details)

Ver. 10.18.18

CHANGE ORDER REQUEST FORM

CONTRACT NO.

R-38502

UPON WRITTEN REQUEST FROM THE ENGINEER, PROVIDE ADDITIONAL DETAIL

DATE RECEIVED REQUEST FOR
ADDITIONAL DETAIL

November 3, 2020

SUBMITTAL DATE OF
ADDITIONAL DETAIL

November 3, 2020

DETAILED DESCRIPTION / JUSTIFICATION:

(Include location(s), actions of contractor, owner, and other stakeholders, key events and related cause(s), discoveries, discussions, meetings, and effect on the contract if no action is taken. Also include references to key documents attached or available to support this change order request.)

Rock was encountered while excavating for light pole foundations.

PROPOSED SOLUTION – ADDITIONAL DETAILS:

(Include proposed scope of work, means & methods, materials, equipment, utility relocation required, subcontracted scope and the effect on the contract schedule. Also include references to attached documents including, but not limited to, sketches, calculations, photos, material information, and submittals and meeting minutes.)

.65 CY of Rock was removed at \$500 per CY along with mob/demob at \$1,500.

SIGNATURE

Contractor:

Name: (print)

Josh Burris

(signature)

Josh Burris

Date:

11-3-2020

NOTE: The Contractor should retain a signed copy of this document for record.

CHANGE ORDER REQUEST FORM

CONTRACT NO.

R-38502

ATTACHMENT: UNIT PRICE ITEMS DETAIL

Attach or paste a unit price item detail