



**MONROE COUNTY BOARD OF COMMISSIONERS
WORK SESSION
Via ZOOM
APRIL 7, 2021**

- 1. Brianne Gregory - Auditor**
Discussion regarding Entity Reimbursement Grant for COVID-19 Expenses claims.
- 2. Jeff Cockerill – Legal**
Ordinance 2021-10; Amending MC Personnel Policy re: Bereavement
- 3. Lisa Ridge - Highway**
Discussion regarding agreement with Beam Longest & Neff for Bridge #12, Stinesville Road.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

Discussion of Monroe County's Entity Reimbursement Grant Program for COVID-19 expenses, and review of current submissions.

Dimension Mill
Hive
Jerry G. Miller
Katherine James Designs
MCPL
Nicks English Hut, Inc
One World Catering
Pizza Express, Inc
Rainbow (Hopscotch) Bakery
The Wonderlab Museum
Upland Brewing Company, Inc
VTG Enterprises
Landlocked Enterprises, Inc
Innovative Financial Solutions
Laughlin Financial LLC
Litwin Enterprises

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="General"/>	<input type="text" value="1000-36996-0069"/>	<input type="text" value="\$64,723.75"/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

This Amendment allows supervisors to grant benefit time for those who are attending the Calling or Funeral of other County workers.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="NA"/>	<input type="text" value="NA"/>	<input type="text" value="NA"/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

ORDINANCE 2021-10

AN ORDINANCE AMENDING THE MONROE COUNTY PERSONNEL POLICY

WHEREAS, the personnel policy of Monroe County and the Tenth Judicial Circuit has been approved and is to be revised periodically; and,

WHEREAS, the Monroe County Board of Commissioners, the Monroe County Board of Judges, and the Monroe County Prosecuting Attorney find it necessary to amend the personnel policy as described below.

NOW, THEREFORE, BE IT ORDAINED by the Monroe County Board of Commissioners, the Monroe County Board of Judges and the Monroe County Prosecuting Attorney that the Monroe County Personnel Policy Handbook be amended as follows:

(Deleted language is indicated by ~~strikeout~~ and added language is indicated by underline):

6.2.2 BEREAVEMENT LEAVE

At their supervisor's discretion and after consultation occurs between the employee and the supervisor, full-time employees will be granted up to three (3) working days (24 hours) for the death of:

- a. Spouse
- b. Child
- c. Grandchild
- d. Parent (or an individual who stood in loco parentis to an employee when the employer was under the age of 18)
- e. Sibling
- f. Grandparent
- g. In-law relative of the same degree
- h. Step relative of the same degree
- i. Other relative of whom the employee is the sole survivor

When an employee is on FMLA leave to care for a family member and the leave is terminated

by the death of the family member, the employee will be granted the normal time off for funeral/bereavement as described above.

Additional time off may be granted by the employee's supervisor with the additional leave charged against the employee's accrued compensatory time, vacation leave, sick leave or personal benefit leave.

At their supervisor's discretion and after consultation occurs between the employee and the supervisor, full-time employees will be granted compensated time to attend the calling and services of someone employed by, or volunteering for, the County at the time of his/her death.

For the purpose of Section 6.2.2, Domestic Partner (Registered) will be treated as a spouse.

Completed leave request forms must be forwarded to the Human Resources Department. See Addendum A.

(Employee Time Off Request Form) P:\County Forms & Info\Human Resources Forms\FMLA_Other Leave_ADA

Adopted this ____ day of April, 2021, to be effective as of April 1, 2021.

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



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

The replacement of Bridge #12 on Stinesville Road included a Memorandum of Agreement (MOA) as part of the Section 106 with a stipulation that a National Register of Historical Places nomination will be prepared for the Stinesville Historic District. This scope of work is to have this process completed.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Cumulative Bridge"/>	<input type="text" value="1135"/>	<input type="text" value="\$8,100.00"/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

SCOPE OF WORK

Monroe County Bridge No. 12
National Register of Historic Places Nomination

ENVIRONMENTAL SERVICES

National Register of Historic Places Nomination: The replacement of Monroe County Bridge No. 12 on Stinesville Road over Jacks Defeat Creek included a Memorandum of Agreement (MOA) as part of the Section 106 with a stipulation that a National Register of Historical Places nomination will be prepared for the Stinesville Historic District. The nomination, owner's written consent and other supporting documentation will be forwarded to the Indiana SHPO. The scope of work is further outlined in Attachment A, which is attached hereto and made an integral part hereof.

It is proposed that the work be performed under the terms and conditions of the as needed agreement between Beam, Longest and Neff, L.L.C. (BLN) and Monroe County, Indiana. It is proposed that the services be paid for on an hourly basis, by classification with a not-to-exceed amount of eight thousand one hundred dollars (\$8,100.00).

If you are in agreement with this proposal, then please sign below. Your signature will constitute our notice to proceed with the work.

MONROE COUNTY, INDIANA

MEMORANDUM OF AGREEMENT

**BETWEEN THE FEDERAL HIGHWAY ADMINISTRATION
AND**

THE INDIANA STATE HISTORIC PRESERVATION OFFICER

**SUBMITTED TO THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
PURSUANT TO 36 C.F.R. § 800.6(b)(iv)**

**REGARDING THE REPLACEMENT OF COUNTY BRIDGE No. 12 AND THE REALIGNMENT
OF STINESVILLE ROAD OVER JACKS DEFEAT CREEK
TOWN OF STINESVILLE, BEAN BLOSSOM TOWNSHIP
MONROE COUNTY, INDIANA**

WHEREAS the Federal Highway Administration (FHWA) proposes to fund the replacement of Monroe County Bridge No. 12 and the realignment of Stinesville Road over Jacks Defeat Creek in the Town of Stinesville, Bean Blossom Township, Monroe County Indiana; and

WHEREAS the FHWA, in consultation with the Indiana State Historic Preservation Officer ("Indiana SHPO"), has defined this bridge replacement project's area of potential effects, as the term is defined in 36 C.F.R. § 800.16(d), to encompass the area as follows: 500' along either side of the centerline of Stinesville Road and extending beyond the eastern and western terminus points for the project; and

WHEREAS the FHWA, in consultation with the Indiana SHPO, the FHWA, in consultation with the Indiana SHPO, has found that the Stinesville Historic District is within the undertaking's area of potential effects; and

WHEREAS the FHWA, in consultation with the Indiana SHPO, has determined, pursuant to 36 C.F.R. § 800.4(c), that the Stinesville Historic District is eligible for inclusion in the National Register of Historic Places; and

WHEREAS the FHWA, in consultation with the Indiana SHPO, has determined, pursuant to 36 C.F.R. § 800.5(a), that the bridge replacement and roadway realignment project will have an adverse effect on the Stinesville Historic District in Bean Blossom Township, Monroe County; and

WHEREAS the FHWA has consulted with the Indiana SHPO in accordance with Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) and its implementing regulations (36 C.F.R. Part 800) to resolve the adverse effects on the Stinesville Historic District in Bean Blossom Township, Monroe County; and

WHEREAS the FHWA, in consultation with the Indiana SHPO, has invited the Monroe County Commissioners ("Commissioners") and the Indiana Department of Transportation ("INDOT") to participate in consultation and to become signatories to this memorandum of agreement; and

WHEREAS the FHWA has consulted with the Indiana SHPO in accordance with Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) and its implementing regulations (36 C.F.R. Part 800) concerning the scope of work as presented in the materials and plans dated January 15, 2010 and July 22, 2010, and agreed to proceed with the project as proposed; and with the recommendations provided by the Indiana SHPO by letter dated August 17, 2010; and

WHEREAS the public was given opportunity to comment on the undertaking's adverse effect in a notice published on December 2, 2010 in The Bloomington Herald Times newspaper; and

Replacement of Monroe County Bridge No. 12
and Roadway Realignment of Stinesville Road over Jacks Defeat Creek

WHEREAS the FHWA has notified the Advisory Council on Historic Preservation of the adverse effect and invited the Council's participation in the project, pursuant to 36 CFR Section 800.6(a)(1), in correspondence dated January 27, 2011; and

WHEREAS the Advisory Council on Historic Preservation declined to participate in consultation in a letter dated March 7 2011; and

NOW, THEREFORE, the FHWA and the Indiana SHPO agree that, upon the submission of a copy of this executed memorandum of agreement, as well as the documentation specified in 36 C.F.R. § 800.11(e) and (f), to the Advisory Council on Historic Preservation ("Council") pursuant to 36 C.F.R. § 800.6[b][1][iv] and upon the FHWA's approval of the bridge replacement and roadway realignment project, the FHWA shall ensure that the following stipulations are implemented in order to take into account the effect of the project on historic properties.

I. STIPULATIONS

FHWA will ensure the following stipulations are implemented:

- A. The Monroe County Commissioners agree to apply the principles of context-sensitive solutions during design, in accordance with applicable INDOT policies.

The selected context sensitive design solution includes the use of a decorative concrete façade on the retaining wall that mimics the look of natural limestone. The façade will help to help assimilate the retaining wall into the surrounding environment.

- B. A National Register of Historical Places nomination will be prepared for the Stinesville Historic District. The nomination, owner's written consent and other supporting documentation will be forwarded to the Indiana SHPO. Monroe County and its qualified historic preservation consultant shall comply with any reasonable requests or recommendations of the Indiana SHPO regarding the nomination.

Monroe County and its consultants shall hold public meetings for interested parties regarding the nomination of the Stinesville Historic District to the National Register of Historical Places. If more than 50% of the property owners object to the National Register of Historical Places listing, then Monroe County and its qualified historic preservation consultant shall make a reasonable effort to prepare documentation for Stinesville Historic District at a level to be agreed upon by the Indiana SHPO and the FHWA.

II. OBJECTION RESOLUTION PROVISION

Disagreements and misunderstanding about how this memorandum of agreement is or is not being implemented shall be resolved in the following manner:

- A. If the Indiana SHPO or any invited signatory to this memorandum of agreement should object in writing to the FHWA regarding any action carried out or proposed with respect to the bridge replacement project or implementation of this memorandum of agreement, then the FHWA shall consult with the objecting party to resolve the objection. If after initiating such consultation the FHWA determines that the objection cannot be resolved through consultation, then the FHWA shall forward all documentation relevant to the objection to the Council, including the FHWA's proposed response to the objection. Within 45 days after receipt of all pertinent documentation, the Council shall exercise one of the following options:

Replacement of Monroe County Bridge No. 12
and Roadway Realignment of Stinesville Road over Jacks Defeat Creek

- i. Provide the FHWA with a staff-level recommendation, which the FHWA shall take into account in reaching a final decision regarding its response to the objection; or
 - ii. Notify the FHWA that the objection will be referred for formal comment pursuant to 36 C.F.R. § 800.7(c), and proceed to refer the object and comment. The FHWA shall take into account the Council's comments in reaching a final decision regarding its response to the objection.
- B. If comments from the Council are provided in accordance with stipulation II (A) of this memorandum of agreement, then the FHWA shall take into account any Council comment provided in accordance with 36 C.F.R. § 800.7(a)(4) with reference only to the subject of the objection. The FHWA's responsibility to carry out all actions under this memorandum of agreement that are not the subjects of the objection shall remain unchanged.

III. POST REVIEW DISCOVERY

In the event that one or more historic properties--other than the Stinesville Historic District are discovered or that unanticipated effects on historic properties are found during the implementation of this memorandum of agreement, the FHWA shall follow the procedure specified in 36 C.F.R. Section 800.13, as well as and IC 14-21-1-27 and IC 14-21-1-29, by stopping work in the immediate area and informing the Indiana SHPO and the INDOT Cultural Resources Section of such unanticipated discoveries or effects within two (2) business days. Any necessary archaeological investigations will be conducted according to the provisions of IC 14-21-1 and 312 IAC 21, and the most current *Guidebook for Indiana Historic Sites and Structures Inventory - Archaeological Sites*.

IV. AMENDMENT

Any signatory to this memorandum of agreement may request that it be amended, whereupon the parties shall consult to consider the proposed amendment. 36 C.F.R. § 800.6(c)(7) shall govern the execution of any such amendment.

V. TERMINATION

- A. If the terms of this memorandum of agreement have not been implemented by December 31, 2021, then this memorandum of agreement shall be considered null and void. In such an event, the FHWA shall so notify the parties to this memorandum of agreement and, if it chooses to continue with the project, then it shall reinitiate review of the bridge replacement and roadway realignment project in accordance with 36 C.F.R. §§ 800.3 through 800.7.
- B. Any signatory to the memorandum of agreement may terminate it by providing thirty (30) days notice to the other parties, provided that the parties shall consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the FHWA shall comply with 36 C.F.R. §§ 800.3 through 800.7 with regard to the review of the bridge replacement project.
- C. In the event that the FHWA does not carry out the terms of this memorandum of agreement, the FHWA shall comply with 36 C.F.R. §§ 800.3 through 800.7 with regard to the review of the bridge replacement and roadway realignment project.

Replacement of Monroe County Bridge No. 12
and Roadway Realignment of Stinesville Road over Jacks Defeat Creek

The execution of this memorandum of agreement by the FHWA, the Monroe County Commissioners, the Indiana Department of Transportation and the Indiana SHPO, the submission of a copy of it to the Council with the appropriate documentation specified in 36 C.F.R. § 800.11(e) and (f), and the implementation of its terms evidence that the FHWA has afforded the Council an opportunity to comment on the bridge replacement project and its effects on historic properties and that the FHWA has taken into account the effects of the bridge replacement and roadway realignment project on historic properties.

Replacement of Monroe County Bridge No. 12
and Roadway Realignment of Stinesville Road over Jacks Defeat Creek

SIGNATORIES (Required):

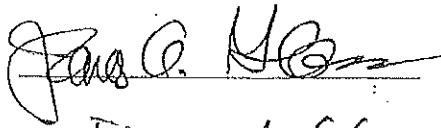
FEDERAL HIGHWAY ADMINISTRATION

Signed by: Michelle Allen Date: 4/7/11

Name and title: Planning & Env. Specialist
for Robert Tally Jr., P.E.
Division Administrator,
Federal Highway Administration

Replacement of Monroe County Bridge No. 12
and Roadway Realignment of Stinesville Road over Jacks Defeat Creek

INDIANA STATE HISTORIC PRESERVATION OFFICER

Signed by:  Date: 4/4/2011
Name and title: James A. Glass, Deputy SHPO
for Robert E. Carter, Jr.,
State Historic Preservation Officer

Replacement of Monroe County Bridge No. 12
and Roadway Realignment of Stinesville Road over Jacks Defeat Creek

INDIANA DEPARTMENT OF TRANSPORTATION


Signed by: David B. Holtz


Date: 3.14.2011

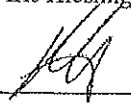
Name and title: David B. Holtz
David B. Holtz
Deputy Commissioner of Design,
Project Management and Technical Support

Replacement of Monroe County Bridge No. 12
and Roadway Realignment of Stinesville Road over Jacks Defeat Creek

MONROE COUNTY COMMISSIONERS

Signed by:  Date: 03/11/11
Name and title: _____
Mr. Patrick Stoffers President, Monroe County Commissioner

Signed by:  Date: 03/11/11
Name and title: _____
Ms. Iris Kiesling Vice President, Monroe County Commissioner

Signed by:  Date: 03/11/11
Name and title: _____
Mr. Mark Stoops, Monroe County Commissioner

Replacement of Monroe County Bridge No. 12
and Roadway Realignment of Stinesville Road over Jacks Defeat Creek