



MONROE COUNTY COMMISSIONERS

Julie Thomas, President
Penny Githens, Vice President
Lee Jones

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

COMMISSIONERS' HYBRID MEETING AGENDA Wednesday, March 16, 2022 at 10:00 am NAT U. HILL MEETING ROOM – 3RD FLOOR COURTHOUSE MEETING CONNECTION VIA ZOOM

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

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

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

* * * * *

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

1. CALL TO ORDER BY COMMISSIONER THOMAS

2. COMMISSIONERS’ PUBLIC STATEMENT READ BY COMMISSIONER THOMAS

3. DEPARTMENT UPDATES
Health – Penny Caudill

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

5. APPROVAL OF MINUTES
March 9, 2022

6. APPROVAL OF CLAIMS DOCKET
Accounts Payable – March 16, 2022

7. REPORTS **16**
Treasurer’s – February 2022

8. NEW BUSINESS

A. PUBLIC HEARING AND REVIEW OF ORDINANCE 2022-07; REAUTHORIZATION OF THE CUMULATIVE CAPITAL DEVELOPMENT FUND (1138). **18**
Presenter: Brianne Gregory

As a function of State Law, the Cumulative Capital rate changes. This Ordinance reestablishes the rate to the maximum level allowed by State Law. State Law requires a public hearing to occur before action may be taken on the Ordinance. This request is for both the Public Hearing and the Ordinance approval.

B. PUBLIC HEARING AND REVIEW OF ORDINANCE 2022-08; REAUTHORIZATION OF THE MAJOR BRIDGE FUND (1171). **21**
Presenter: Brianne Gregory

As a function of State Law, the Major Bridge Fund rate changes. This Ordinance reestablishes the rate to the maximum level allowed by State Law. State Law requires a public hearing to occur before action may be taken on the Ordinance. This request is for both the Public Hearing and the Ordinance approval.

C. INTEGRA REALTY RESOURCES AGREEMENT. **23**
Fund Name: Reassessment
Fund Number: 1224-34350-000-0000
Amount: Not to exceed \$15,600
Presenter: Judy Sharp

Proposal for Valuation Services by Integra Realty Resources for the appraisal of Holiday Inn Express & Suites. The appraisal will serve as evidence in an upcoming Indiana Board of Tax Review (IBTR) hearing on May 24, 2022. The property is under appeal for the years of 2020 and 2021. Appraisal will be completed by Integra Realty Resources - Appraiser David Hall, MAI, AICP. Total cost of proposal not to exceed \$15,600, the final cost is dependent on the scope of the work necessary to complete the appraisal.

D. B & L IT SERVICES FOR ELECTION SUPPORT. **27**
Fund Name: Election Fund
Fund Number: 1215-31650-0062
Amount: Not to exceed \$200,000
Presenter: Tressia Martin

This agreement will allow B&L IT Services to provide Election Support services.

- E. HILTON GARDEN INN AGREEMENT FOR PRIMARY ELECTION TRAINING LOCATION. 33**
Fund Name: Election Fund
Fund Number: 1215-30006-0062
Amount: \$4,880
Presenter: Tressia Martin

This agreement will provide the Clerk's office a location to hold Primary Election Training (\$305/per day for 16 days).

- F. HART INTERCIVIC AGREEMENT. 39**
Fund Name: Election Fund
Fund Number: 1215-22002-0062
Amount: Not to exceed \$4,450
Presenter: Tressia Martin

This agreement is for LAT test deck service for ballot printing and matrix setup for precinct testing of the ballot and the voting equipment.

- G. STRAUER CONSTRUCTION CO. CHANGE ORDER #1 FOR ELECTION OPERATIONS (302 S. WALNUT ST.) 41**
Fund Name/Number: TBD
Amount: \$6,735
Presenter: Greg Crohn

It has been requested that the 12'x20' ballot room specified in the design plans for the Election Operations building, be increased to the dimensions of 16'x24'. This to ensure adequate ballot and equipment storage space. To allow for the difference in design, a framing materials change, additional lighting and additional electrical outlets are necessary.

- H. MECH-TECH, INC AGREEMENT TO REPLACE WATER HEATER IN THE MONROE COUNTY JAIL. 43**
Fund Name: Cumulative Capital Development
Fund Number: 1138
Amount: Not to exceed \$19,000
Presenter: Greg Crohn

The water heating system in the Monroe County Jail is comprised of two units. One unit is currently out of service and beyond repair. This has resulted in an inadequate hot water supply to the facility. This request is to approve the Mech-Tech Inc. proposal to replace the unit with a Lochnivar 399,000 BTU Commercial Condensing Water Heater.

- I. RESILIENT STRATEGIES, LLC AGREEMENT FOR STATEMENT OF WORK REPORT 49**
Fund Name: Health
Fund Number: 1159
Amount: Not to exceed \$10,000
Presenter: Penny Caudill

This agreement will allow Resilient Strategies, LLC to provide a Statement of Work for an After Action Report (AAR) related to COVID-19 response.

- J. INDIANA DEPARTMENT OF HEALTH STD AND OTHER INFECTIOUS DISEASES GRANT. 58**
Fund Name: STD Strengthening Prevention
Fund Number: 8112
Amount of Grant: \$170,000
Presenter: Penny Caudill

The IDOH has awarded additional funds to the Monroe County Health Department for expanding, training, and sustaining disease intervention and partner services for reportable STDs and other infectious diseases. These funds will provide for an additional Disease Intervention Specialist in the 12 county jurisdiction. These funds are federal funds through IDOH.

- K. MATRIX INTEGRATION ASSISTING SERVICES FOR ELECTION OPERATIONS (302 S. WALNUT ST.) 83**
Fund Name: Cumulative Capital Development
Fund Number: 1138-30025
Amount: Not to exceed \$5,000
Presenter: Eric Evans

This agreement will allow Matrix Integration to assist Technical Services Department with establishing an encrypted wide area network node at the old Napa building. Labor to be billed hourly at \$125 /hour.

- L. ORDINANCE 2022-03; AMEND MONROE COUNTY ZONING ORDINANCE CHAPTER 802 – ZONES AND PERMITTED USES 84**
Presenter: Jackie Nester Jelen

The purpose of this text amendment is to add "Scrap Metal Processing Facility" as a permitted use only in the Heavy Industrial (HI) zone. The amendment will include a definition that is aligned with the Indiana State Statute, and also places standards on the permitted use, which includes the following: "The facility is accessed and served by road infrastructure sufficient to safely transport scrap metal by truck bed, trailer, or semi-trailer and is sufficiently buffered by natural objects, plantings, fences, or other appropriate means so it is substantially screened from the main-traveled way of the system. The outdoor storage area shall be limited to 100,000 square feet or less and be located in an area that complies with the buildable area provision in Chapter 804-4(E)." The need for this text amendment is due to the fact that scrap metal recycling is not considered solid waste by IDEM or the Solid Waste District, and therefore, there is a gap in our ordinance. If a business desires to change their use to the Scrap Metal Processing Facility use, they would have to meet the requirements of the ordinance proposed here, and apply for a site plan that is reviewed by Stormwater, Highway, Planning, and Health Departments. Update - Edits proposed by staff include excluding "acceptance of "White Goods" that by design incorporate Freon-containing components", "off-site remelting" was added so that this type of processing does not occur on-site with this use.

The condition: "Storage area must be on an asphalt or concrete surface and must have a riparian buffer zone of least 100' from each side of all intermittent and perennial streams as referenced in Chapter 825-3(B)" was also added.

M. ORDINANCE 2022-05; BEDFORD RECYCLING REZONE FROM MINERAL EXTRACTION (ME) TO HEAVY INDUSTRIAL (HI)

Presenter: Jackie Nester Jelen

The Monroe County Zoning Ordinance is amended to rezone one (1) 30.45 +/- acre parcel in Section 32 of Perry Township at 405 W. Dillman Rd, parcel #: 53-08-32-300-009.001-008, from Mineral Extraction (ME) to Heavy Industrial (HI).

9. APPOINTMENTS

10. ANNOUNCEMENTS

11. ADJOURNMENT



MONROE COUNTY COMMISSIONERS

Julie Thomas, President
Penny Githens, Vice President
Lee Jones

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

COMMISSIONERS' HYBRID MEETING SUMMARY MINUTES Wednesday, March 9, 2022 at 10:00 am Nat U. Hill Meeting Room – 3rd Floor, Courthouse and Zoom Connection

Members

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

Staff

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

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

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

3. **DEPARTMENT UPDATES -10:02 am**
Health – Penny Caudill

4. **PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker)**
No public comment.

5. **APPROVAL OF MINUTES -10:10 am**

March 2, 2022

Githens made motion to approve. Thomas seconded.
Thomas called roll.
Thomas – yes
Githens – yes
Jones – not present
Motion carried 2-0.

6. APPROVAL OF CLAIMS DOCKET – 10:10 am

Accounts Payable – March 9, 2022
Payroll – March 11, 2022

Githens made motion to approve. Thomas seconded.
No public comment.
Thomas called roll.
Thomas – yes
Githens – yes
Jones – not present
Motion carried 2-0.

7. REPORTS

None

8. NEW BUSINESS

A. COMPUTER SYSTEMS, INC. AGREEMENT RENEWAL - 10:14 am

Fund Name: Recorder’s Perpetuation
Fund Number: 1189
Amount: \$17,575
Presenter: Eric Schmitz

This agreement will allow Computer Systems, Inc. to supply maintenance services on all of the hardware equipment the Recorder’s Office has purchased. This equipment is required for the office to maintain daily operations for the receipting and recording of public documents.

B. COMPUTER SYSTEMS, INC. AGREEMENT FOR ELECTRONIC RECORDING SERVICES - 10:14 am

Presenter: Eric Schmitz

With the likely passage of Senate Bill 357, requiring all Indiana counties to accept and record documents submitted electronically, counties are moving to accommodate multiple e-recording service providers. These agreements enable Computer Systems, Inc. to aggregate electronic submissions by certified providers, ICE/Simplifile and Corporation Service Company (CSC), allowing processing submissions through a single interface.

C. COMPUTER SYSTEMS, INC. AGREEMENT RENEWAL FOR DISASTER RECOVERY - 10:14 am

Fund Name: Recorder's Perpetuation

Fund Number: 1189

Amount: \$1,600

Presenter: Eric Schmitz

This one-year agreement will allow Computer Systems, Inc. to provide Disaster Recovery as a Service (DRaaS), a cloud-based repository and backup of all licensed software, data, and images in the Recorder's database. The contract also provides for all the recovery processes of regaining access to the data and images necessary to resume critical operations of the Recorder's office.

Githens made motion to approve items A, B and C together. Thomas seconded.

No public comment.

Thomas called roll.

Thomas – yes

Githens – yes

Jones – not present

Motion carried 2-0.

D. US IMAGING, INC. AGREEMENT- 10:20 am

Fund Name: Recorder's Perpetuation

Fund Number: 1189

Amount: \$164,189.16

Presenter: Eric Schmitz

The Recorder's office desires to have the entire collection of deeds and miscellaneous documents digitized and imported into the database of public records. This project will involve approximately 3 weeks onsite work to scan the documents as well as offsite work to import the documents.

Githens made motion to approve. Thomas seconded.

No public comment.

Thomas called roll.

Thomas – yes

Githens – yes

Jones – not present

Motion carried 2-0.

E. ALL SAFE STORAGE AGREEMENT -10:22 am

Fund Name: County General

Fund Number: ~~1000~~ 1215-30006-0062

Amount: Not to exceed \$2,268

Presenter: Tressia Martin

We are asking for approval of Rental Agreement with All Safe Storage that was approved previously and since expired. Rental is \$189.00 per month and will not exceed \$2268.00 per year.

Githens made motion to approve. Thomas seconded.

Public comment:

Marty Hawk, County Council, asked why this was being paid out of the County General instead of the Election fund.

Thomas made motion to amend fund from County General – 1000 to Election Fund – 1215.

Thomas called roll on amendment.

Thomas – yes

Githens – yes

Jones – not present

Amendment carried 2-0.

Thomas called roll on amended motion.

Thomas – yes

Githens – yes

Jones – not present

Motion carried 2-0.

F. DAVEY RESOURCE GROUP SERVICE AGREEMENT -10:26 am

Fund Name: County General

Fund Number: 1000

Amount: \$10,000

Presenter: John Robertson

The Board of Commissioners approved this agreement on 1/5/22. Following BOC approval, Davey Resource Group communicated change requests to the agreement. The revised agreement has been reviewed and approved by Davey Resource Legal and Monroe County Legal.

On December 8, 2021, the Monroe County Parks and Recreation Board approved a five (5) year subscription purchase of Davey Resource Group's Treekeeper software. Davey Resource Group developed a tree inventory and management plan for MCPR in 2020. Treekeeper is a cloud-based tree management software that will allow us to utilize, update, and share our tree management and inventory data.

Githens made motion to approve. Thomas seconded.

No public comment.

Thomas called roll.

Thomas – yes

Githens – yes

Jones – not present

Motion carried 2-0.

G. ORDINANCE 2022-06; AMEND ORDINANCE 89-01, NO TRUCKS – 10:28 am

Presenter: Lisa Ridge

Amend Ordinance 89-01 by the addition of the following No Trucks location: Leonard Springs Road S (between May Road & Leonard Springs Road W) and May Road.

Githens made motion to approve. Thomas seconded.

No public comment.
Thomas called roll.
Thomas – yes
Githens – yes
Jones – not present
Motion carried 2-0.

H. FINANCIAL SOLUTIONS GROUP CONSULTATION AGREEMENT FOR SUSTAINABILITY AND CAPITAL ASSET PLAN - 10:29 am

Fund Name: County General
Fund Number: 1000-0061
Amount: Not to exceed \$28,000
Presenter: Jeff Cockerill

The agreement continues the work to build and maintain financial plans by the County Council. This agreement should be approved subject to Council Appropriation. The Council reviewed this at its February work session and is requesting Commissioner approval.

Githens made motion to approve. Thomas seconded.
Cockerill requested that if approved, it be contingent on Council appropriation.
No public comment.
Thomas called roll.
Thomas – yes
Githens – yes
Jones – not present
Motion carried 2-0.

I. ORDINANCE 2022-01; COOK POLYMER TECHNOLOGY REZONE - 10.32 am

Presenter: Tammy Behrman

The purpose of this ordinance is to amend the Monroe County Zoning Map for two (2) 12.29 +/- acre parcels in Section 1 of Van Buren Township at 3800 W Constitution Ave (parcels #: 53-09-01-401-001.000-015 & 53-09-01-401-004.000-015) from Planned Unit Development (PUD) & General Industrial (IG) to Light Industrial (LI) zoning district with three (3) conditions.

Githens made motion to approve. Thomas seconded.

Thomas asked for public comment in favor of petition.
None.
Thomas asked for public comment in opposition of petition.
None.

Thomas called roll.
Thomas – yes
Githens – yes
Jones – not present
Motion carried 2-0.

9. APPOINTMENTS -10:40 am

Githens made motion to appoint. Thomas seconded.

Board of Zoning Appeals, remainder of 4-year term, ending 1/1/26.

Guy Loftman

No public comment.

Thomas called roll.

Thomas – yes

Githens – yes

Jones – not present

Motion carried 2-0.

10. ANNOUNCEMENTS -10:41 am

Remember to “Spring Forward” for the Daylight Savings Time change on Sunday, March 13, 2022.

Accepting applications for all boards and commissions. Go to www.co.monroe.in.us for more information or to fill out application.

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

Tuesday, March 29, 10am – 3pm

Wednesday, March 30, 1pm – 6 pm

Monday, April 4, 10am – 3pm

Tuesday, April 5, 1pm-6pm

Residents can sign up for the Monroe County Alert Notification System for all weather and health related emergencies and updates. To sign up visit www.co.monroe.in.us .

Commissioners’ hybrid meetings will be in the Nat U. Hill meeting room, 3rd floor of the Courthouse and via Zoom. Meetings are open to the public.

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

TOWNSHIP TRUSTEE	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

11. ADJOURNMENT

The summary minutes of the March 9, 2022 Board of Commissioners' meeting were approved on March 16, 2022.

Monroe County Commissioners

Ayes:

Nays:

Julie Thomas, President

Julie Thomas, President

Penny Githens, Vice President

Penny Githens, Vice President

Lee Jones

Lee Jones

Attest:

Catherine Smith, Auditor

Minutes submitted by: AF Minutes reviewed by: MM



**MONROE COUNTY BOARD OF COMMISSIONERS' HYBRID MEETING
WORK SESSION SUMMARY
MARCH 9, 2022
Nat U. Hill Meeting Room – 3rd Floor, Courthouse and Zoom Connection**

Members

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

Staff

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

- 1. Jackie Jelen**
 - a. Ordinance 2022-02; Amend MC Zoning Ordinance Chapter 802-Zones and Permitted Uses. **10:58am**
 - b. Ordinance 2022-05: Bedford Recycling Rezone – **11:00 am**

- 2. Lisa Ridge**
 - a. Washington Township Authority agreement letter – **11:10 am**
Thomas made motion to approve. Githens seconded.
No Public comment.
Thomas called roll.
Thomas – yes
Githens – yes
Jones – Not present
Motion carried 2-0.

 - b. Right of way land acquisition for Bicentennial Pathway of \$15,000 – **11:11 am**
Thomas made motion to approve. Githens seconded.
No Public comment.
Thomas called roll.
Thomas – yes
Githens – yes
Jones – Not present
Motion carried 2-0.



OFFICE OF
MONROE COUNTY COMMISSIONERS
100 West Kirkwood Avenue
The Courthouse Room 322
BLOOMINGTON, INDIANA 47404

Telephone 812-349-2550
Facsimile 812-349-7320

Julie Thomas, President

Penny Githens, Vice President

Lee Jones

COMMISSIONERS' ADMINISTRATIVE MEETING
March 9, 2022, 11:30 am
Commissioners' Conference Room, 3rd Floor, Courthouse

Members

Julie Thomas, President - Present, **In Person**

Penny Githens, Vice President - Present, **In Person**

Lee Jones, **Not Present**

Staff

Angie Purdie, Commissioners' Administrator - Present, **In Person**

Jeff Cockerill, Legal Counsel - Present, **In Person**

TOPICS OF INTEREST

1. ARPA
2. Solar projects
3. GO Bond

COUNTY TREASURER'S MONTHLY REPORT

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

Month ending February 2022 MONROE COUNTY

CHARGES:

Table with 2 columns: Description (lines 1-23) and Amount. Total charges: \$ 112,722,422.05

CREDITS:

Table with 2 columns: Description (lines 24-38) and Amount. Total credits: \$ 112,722,422.05

ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH:

Table with 2 columns: Description (lines a-d) and Amount. Total: \$ 1,000.00

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

Dated this 15th day of March 2022

Jessica McClellan County Treasurer

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

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

FILED MAR 11 2022

Catherine Smith Auditor Monroe County, Indiana

COUNTY TREASURER'S
 Required by IC-36-2-10-16
 and IC 5-13

STATEMENT OF DEPOSITORY BALANCES AT CLOSE OF MONTH
Feb-22
 deposits+outstanding+BB balance=CB bal come back to cashbook balance

Name and Location of Depository	Balance Per Bank Statements	Deposits in Transit	Outstanding Warrant-Checks	Balance Per Daily Balance Cash & Depositories
001 - FFB Operating 1242	\$15,506,199.36	(\$348,307.23)	(\$575,852.98)	\$14,582,039.15
002 - FFB Payroll 3328	\$0.00	\$0.00	(\$2,862.99)	(\$2,862.99)
003 - FFB Sweep 6040	\$0.00	\$0.00	\$0.00	\$0.00
004 - FFB PERF 5596	\$177.14	\$0.00	\$0.00	\$177.14
005 - FFB Credit Card 5324	\$238,149.05	\$3,403.58	\$0.00	\$241,552.63
006 - FFB General 5535	\$60,394,718.24	(\$5,559.11)	\$0.00	\$60,389,159.13
013 - German American 3108	\$29,574.90	(\$2.95)	\$0.00	\$29,571.95
014 - TI TRECS 0001	\$2,026,045.27	(\$194.10)	\$0.00	\$2,025,851.17
027-ONB MC 20 Cap 80-0424-04-6	\$1,024,102.94	(\$21.77)	\$0.00	\$1,024,081.17
029 - FFB ARPA Fund 7568	\$14,428,126.71	(\$1,328.06)	\$0.00	\$14,426,798.65
Depository Totals	\$93,647,993.61	(\$352,009.64)	(\$578,715.97)	\$92,716,368.00
007 - MS7203004 road & street	\$2,151,610.81	\$0.00	\$0.00	\$2,151,610.81
008 - MS7203017 cum bridge	\$3,229,073.78	\$0.00	\$0.00	\$3,229,073.78
009 - MS7202940 aviation gen	\$192,781.38	\$0.00	\$0.00	\$192,781.38
010 - MS7202979 aviation constr	\$427,988.59	\$0.00	\$0.00	\$427,988.59
011 - MS7202924 aviation building	\$641,122.00	\$0.00	\$0.00	\$641,122.00
012 - MS7202953 property re-assesmt	\$526,416.80	\$0.00	\$0.00	\$526,416.80
017 - Redev-80-0267-02-3	\$57,600.14	(\$1.22)	\$0.00	\$57,598.92
018 - Redev-80-0267-01-5	\$307.05	(\$0.05)	\$0.00	\$307.00
019 - Redev-80-0306-01-1	\$1,186.51	(\$750.74)	\$0.00	\$435.77
020 - Redv com 80-0306-03-7	\$296,662.30	\$743.70	\$0.00	\$297,406.00
021 - Bank of New York Mellon/Holdings	\$11,964,649.79	(\$887.99)	\$0.00	\$11,963,761.80
022-ONB MC18 Bond Int 80-0386-01-3	\$43.91	\$0.00	\$0.00	\$43.91
023-ONB MC18 Constr 80-0386-03-9	\$0.00	\$0.00	\$0.00	\$0.00
024-ONB MC18 Surplus 80-0386-02-1	\$0.00	\$0.00	\$0.00	\$0.00
025-ONB MC 20 P&I 80-0424-01-2	\$26.87	(\$0.73)	\$0.00	\$26.14
026-ONB MC 20 Debt 80-0424-03-8	\$516,492.12	(\$10.97)	\$0.00	\$516,481.15
028-FFB COD 1740030729	\$0.00	\$0.00	\$0.00	\$0.00
Investment Totals	\$20,005,962.05	(\$908.00)	\$0.00	\$20,005,054.05
Totals	\$113,653,055.66	(\$352,917.64)	(\$578,715.97)	\$112,721,422.05
* Interest				
** Outstanding Checks				
***Reconciling item per St Bd of Accts				
****Bank Error				
				<-Investments Balance
				Warrants & Deposits in Transit
				\$931,633.61

ADVANCE CKS FOR SETTLEMENT

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

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

MONROE COUNTY
 Month ending
February 1, 2022

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: _____

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

Vendor #

All Grants must complete the following

If new vendor, enter 'NEW'

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: _____

Amount Received

Federal Program: _____

Federal: _____

CFDA # _____

State: _____

Federal Award Number and Year: _____

Local Match:

Or other identifying number

Total Received:

Pass Through Entity _____

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:

Person Presenting: _____

Department: _____

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

Attorney who reviewed: _____

ORDINANCE NO. 2022-07

REAUTHORIZATION OF THE CUMULATIVE CAPITAL DEVELOPMENT FUND

WHEREAS, the Monroe County Cumulative Capital Development Fund (“Fund”) was first established pursuant to IC 36-9-14.5 and Ordinance 84-13; and

WHEREAS, over the years, various adjustments to the tax rate for the Fund by the State of Indiana have occurred which have decreased the rate which is permitted by law; and,

WHEREAS, the continuance and enhancement of the Fund is necessary to finance a variety of capital acquisitions and improvements in Monroe County;

BE IT THEREFORE ORDAINED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA that the need exists for the continuance and reauthorization of its cumulative capital development fund for the following purposes:

All uses as set out in IC 36-9-14.5-2 and Chapter 270-45 of the Monroe County Code. No funds may be made expended unless funding and appropriations for the year are available to for the commitments made Pursuant to Resolutions 2014-22 and 2015-50.

BE IT FURTHER ORDAINED that the Board of Commissioners of Monroe County will adhere to the provisions of IC 36-9-14.5. A tax will be levied on all taxable real and personal property within the taxing district, and will not exceed three hundred thirty-three ten-thousandths (0.0333) on each one hundred dollars (\$100.00) of assessed valuation payable in 2021, continuing until reduced or rescinded.

BE IT FURTHER ORDAINED that proofs of publication of the published hearing held on the 16th day of March, 2022, and a certified copy of this ordinance shall be submitted to the Department of Local Government Finance of the State of Indiana as provided by law.

Duly adopted by the following vote of the members of the Monroe County Commissioners, this 16th day of March, 2022.

BOARD OF COMMISSIONERS OF MONROE COUNTY

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Penny Githens, Vice President

Penny Githens, Vice President

Lee Jones, Commissioner

Lee Jones, Commissioner

ATTEST: March 16, 2022

Catherine Smith, Auditor

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: March 16, 2022

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: Public Hearing and review of Ordinance 2021-08 Reauthorization of the Major Bridge Fund

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: Major Bridge Fund Number: 1171
Amount: Not applicable

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:

As a function of State Law, the Major Bridge Fund rate changes. This Ordinance reestablishes the rate to the maximum level allowed by State Law. State Law requires a public hearing to occur before action may be taken on the Ordinance. This request is for both the Public Hearing and the Ordinance approval.

Person Presenting: Brianne Gregory Department: Auditor

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

Submitted by: Jeff Cockerill Date: 3/4/2022

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. 2022-08
REAUTHORIZATION OF THE MAJOR BRIDGE FUND

WHEREAS, the Monroe County Major Bridge Fund (“Fund”) was first established pursuant to IC 8-16-3.1 and Ordinance 2017-21; and

WHEREAS, various adjustments to the tax rate for the Fund by the State of Indiana have occurred which have decreased the rate which is permitted by law; and,

WHEREAS, the continuance and enhancement of the Fund is necessary to finance a variety of capital acquisitions and improvements in Monroe County;

BE IT THEREFORE ORDAINED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA that the need exists for the continuance and reauthorization of its Major Bridge Fund for the following purposes:

All uses as set out in IC 8-16-3.1 and Chapter 270-69 of the Monroe County Code.

BE IT FURTHER ORDAINED that the Board of Commissioners of Monroe County will adhere to the provisions of 8-16-3.1. A tax will be levied on all taxable real and personal property within the taxing district, and will not exceed three hundred thirty-three ten-thousandths (0.0333) on each one hundred dollars (\$100.00) of assessed valuation payable in 2021, continuing until reduced or rescinded.

BE IT FURTHER ORDAINED that proofs of publication of the published hearing held on the 16th day of March, 2022, and a certified copy of this ordinance shall be submitted to the Department of Local Government Finance of the State of Indiana as provided by law.

Duly adopted by the following vote of the members of the Monroe County Commissioners, this 16th day of March, 2022.

BOARD OF COMMISSIONERS OF MONROE COUNTY

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Penny Githens, Vice President

Penny Githens, Vice President

Lee Jones, Commissioner

Lee Jones, Commissioner

ATTEST: March 16, 2022

Catherine Smith, Auditor



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda:

Vendor #

Executive Summary:

Seeking approval of Proposal for Valuation Services by Integra Realty Resources for the appraisal of Holiday Inn Express & Suites.

The appraisal will serve as evidence in an upcoming Indiana Board of Tax Review (IBTR) hearing on May 24, 2022. The property is under appeal for the years of 2020 and 2021.

Appraisal will be completed by Integra Realty Resources - Appraiser David Hall, MAI, AICP

Total cost of proposal not to exceed \$15,600

The final cost is dependent on the scope of the work necessary to complete the appraisal.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Reassessment"/>	<input type="text" value="1224-34350-000-0000"/>	<input type="text" value="\$15,600.00"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:

Integra Realty Resources
Indianapolis

4981 North Franklin Road
Indianapolis, IN 46226

T 317-546-4720
F 317-546-1407
info@irr.com
www.irr.com



Proposal for Valuation Services

March 10, 2022

Via Email: jsharp@co.monroe.in.us

Client: Monroe County Assessor, c/o Ms. Judy Sharp
100 W. Kirkwood Avenue, Room 104
Bloomington, IN 47404

With Reference to the Following Described Property:

Holiday Inn Express & Suites
117 S. Franklin Road
Bloomington, IN 47404
Parcel: 53-05-31-304-003.000-005

Dear Ms. Sharp:

This letter includes our proposal to prepare appraisals of the property referenced above, to assist in the appeals process for the property's ad valorem assessment(s) as of January 1, 2020 and January 1, 2021.

The Ethics Rule of USPAP requires us to disclose to you any prior services we have performed regarding the property within a three-year period immediately preceding the acceptance of this assignment, either as an appraiser or in any other capacity. For the property to be appraised, we have not provided any services that require disclosure under this rule.

INTEGRA REALTY RESOURCES - INDIANAPOLIS, PROPOSES TO PROVIDE THE FOLLOWING SCOPE OF CONSULTING AND VALUATION SERVICES:

PHASE I – ANALYSIS, APPRAISAL, AND ORAL REPORT

The first phase of this assignment would include the following scope of work:

- Interior and exterior appraisal inspection of the property;
- Analysis of the property's locational, physical, legal, and economic characteristics (inclusive of any historic operating income and expense information that may be available);
- Market research and analysis;
- Valuations of the property as of January 1, 2020 and January 1, 2021 to develop opinions of retrospective market value-in-use, utilizing the following methodologies as applicable:
 - Cost Approach
 - Sales Comparison Approach
 - Income Capitalization Approach

Upon completion of this work, we would report the assignment results and value conclusions in an oral report (e.g. in person or over the phone), in accordance with applicable provisions of the Uniform Standards of Professional Appraisal Practice (USPAP).

Phase I Fees and Delivery

Valuation: 2020
Fee: \$4,400
Completion: April 25, 2022

Valuation: 2021
Fee: \$4,400
Completion: April 25, 2022

PHASE II – WRITTEN APPRAISAL REPORTS

If authorized by the client, written appraisal reports will be completed. The written appraisal reports will be prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and applicable state appraisal regulations.

The oral and written reports will be kept confidential except that they will be subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. Furthermore, both parties agree the appraisal of real estate requires market data to perform competent analysis; therefore, the appraisers are released to utilize subject data in the Integra Realty Resources/Appraisal Institute database.

Phase II Fees and Delivery

Valuation: 2020
Fee: \$3,400
Completion: May 10, 2022

Valuation: 2021
Fee: \$3,400
Completion: May 10, 2022

The fee(s) will be due upon delivery of Phase I and Phase II. Unless arrangements are made otherwise, a late charge of 18% per annum will be charged on any balance not paid within thirty (30) days of delivery of the assignment. Integra Realty Resources - Indianapolis will provide one PDF electronic and two bound copies of each written report (if desired); additional bound copies will be available at the actual cost of reproduction. Additional services, including testimony or attendance at any court or administrative proceedings relative to this assignment, as well as any other services or work performed in preparation for (or support of) such proceedings, will be billed at \$350 per hour for David Hall, MAI, AICP, and \$400 for Michael C. Lady, MAI, SRA, ASA, CCIM, FRICS.

If this proposal is acceptable to you, please authorize us to proceed by signing in the space provided below. Thank you for considering us for this assignment, and we look forward to working with you.

Sincerely,

INTEGRA REALTY RESOURCES – INDIANAPOLIS



David Hall, MAI, AICP
Managing Director
Indiana Certified General Appraiser
Indiana Certificate #CG40901214



Michael C. Lady, MAI, SRA, ASA, CCIM, FRICS
Senior Managing Director
Indiana Certified General Appraiser
Indiana Certificate #CG69100223

AGREED & ACCEPTED THIS _____ DAY OF _____, 2022

BY: _____
Signature

Name (Print)



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

Request for Commissioner Signature on B & L IT Contract for Election Support services.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Clerk Election Fund"/>	<input type="text" value="1215-31650-0062"/>	<input type="text" value="Not to exceed \$200,000."/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

B&L IT Services, LLC Election Support Contract

This Contract is made this ___ day of March, 2022, between B&L IT Services, LLC (Service Provider) and Board of Commissioners of Monroe County (“Board”). The Service Provider and Board mutually agree as follows:

1. **Project.** The undersigned Service Provider, shall provide Election Support services as directed by the Monroe County Clerk and/or Monroe County Election Board. Said work includes any support work involved in Monroe County Elections as listed in Exhibit A.
2. **Term.** This Contract shall be effective from the date hereof and shall continue for a period of one year unless extended in writing signed by the parties. Either party may terminate this Contract or any outstanding order if the other party is in material breach of this Contract and fails to cure such breach within thirty (30) days after written notice of such breach has been given.
3. **Cost.** Service Provider will invoice the Monroe County Clerk within one week following an election date or upon completion of other requested services. In the event other services require more than thirty (30) days to complete, Service Provider may invoice monthly at their discretion. In the event the Monroe County Clerk, Election Board, and/or their staffs request that Service Provider purchase equipment, supplies, or services or they are necessary for the completion of the work, Service Provider may invoice for those items on their regular invoices or separately, at their discretion or as instructed by the Monroe County Clerk. Labor provided by Service Provider will be invoiced at seventy dollars (\$70.00) per hour. Midterm election services provided by Service Provider typically range from \$90,000 to \$175,000. However, Service Provider shall not exceed \$200,000 in total invoicing for the term of this Contract without the prior written consent of the Commissioners.
4. **Payment.** Invoices shall be paid in full within thirty (30) days after delivery. If any dispute exists between the parties concerning any payment or invoice, the Monroe County Clerk shall promptly pay the undisputed portion. Such payment will not constitute a waiver by the Board or B&L IT Services, LLC of any of their respective legal rights and remedies against each other. Customer has no right of set-off.
5. **Worker’s Compensation.** B&L IT Services, LLC does not have any employees; all personnel are categorized as subcontractors and receive a 1099 for tax purposes. In the event B&L IT Services, LLC hires employees they shall purchase and maintain a policy of Worker’s Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
6. **Liability Insurance.** B&L IT Services, LLC shall purchase and maintain comprehensive general liability insurance in amounts of at least one million dollars per occurrence, and two million dollars aggregate, and furnish proof of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded

by the Board as a material breach of this Contract, and may result in its cancellation without further cause.

- 7. Indemnity.** To the fullest extent permitted by law, B&L IT Services, LLC agrees to defend, hold harmless and unconditionally indemnify the Board, its agents and employees, against any and all claims, damages, losses and expenses, including, but not limited to, attorney's fees, (including loss of use), which the Board may at any time suffer or sustain or become liable for by reason of B&L IT Services, LLC's breach of any provision of this agreement, bodily injury, sickness, disease, death, injury to or destruction of tangible property (including the work itself), including the loss of use resulting therefrom, and which is in whole or in part caused by any act or omission of B&L IT Services, LLC, their subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, including but not limited to, any negligence (including but not limited to negligent hiring), any gross negligence, strict liability or breach of express or implied warranty by B&L IT Services, LLC, its agents or employees, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this provision. To the fullest extent permitted by law, the Board agrees to defend, hold harmless and unconditionally indemnify B&L IT Services, LLC, its agents and employees, against any and all claims, damages, losses and expenses, including, but not limited to, attorney's fees, (including loss of use), which B&L IT Services, LLC may at any time suffer or sustain or become liable for by reason of the Board's breach of any provision of this agreement, bodily injury, sickness, disease, death, injury to or destruction of tangible property (including the work itself), including the loss of use resulting therefrom, and which is in whole or in part caused by any act or omission of the Board, their subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, including but not limited to, any negligence (including but not limited to negligent hiring), any gross negligence, strict liability or breach of express or implied warranty by the Board, its agents or employees, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this provision.
- 8. Dispute Resolution** The parties will attempt to resolve any claim or controversy related to or arising out of this Contract, whether in contract or in tort, on a confidential basis according to the following process, which either party may start by delivering to the other party a written notice describing the dispute and the amount involved. After receipt of notice, authorized representatives of the parties will meet at a mutually agreed-upon time and place to try to resolve the dispute by negotiation. If the dispute remains unresolved after this meeting, either party may start mandatory nonbinding mediation utilizing a mediator registered in the State of Indiana as is mutually acceptable to the parties. If either party seeks injunctive relief, such relief may be sought in a court of competent jurisdiction without complying with the negotiation and mediation provisions herein. Neither mediation under this section nor any legal action, regardless of its form, related to or arising out of this Service Agreement may be brought more than two (2) years after the cause of action first accrued.

9. Miscellaneous Provisions

- a. Gender The words B&L IT Services, LLC, Service Provider, Board, the Monroe County Clerk, and subcontractor include singular or plural, individual, partnership or corporation, and the respective heirs, executors, administrators, successors, and assigns of B&L IT Services, LLC, the Board, and subcontractors, as the case may be. The use of any gender applies to all genders.
- b. Headings The headings used in this Contract are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Contract.
- c. Binding Agreement This Contract shall remain in full force and effect from the execution date and until terminated in writing. This Contract and the terms and covenants herein contained shall apply to and be binding upon the parties hereto, their heirs, successors and assigns.
- d. Assignment B&L IT Services, LLC may assign or otherwise transfer the obligations incurred pursuant to the terms of this Contract without the prior written consent of the Board.
- e. Entire Agreement This Contract contains the entire agreement among the parties, and no oral statements or prior written matters not specifically incorporated herein shall be of any force and effect. No variation, modification or changes hereof shall be binding on either party hereto unless set forth in a document executed by all the parties hereto.
- f. Successors and Assigns This Contract and the rights and duties hereunder shall inure to the benefit of and be binding upon both B&L IT Services, LLC and the Board and their successors and assigns.
- g. Force Majeure B&L IT Services, LLC shall not be considered in default by reason of any failure in its performance under this Contract if such failure results from, whether directly or indirectly, fire, explosion, strike, freight embargo, Act of God or of the public enemy, war, civil disturbance, act of any government, de jure or de facto, or agency or official thereof, material or labor shortage, transportation contingencies, unusually severe weather, default of any other manufacturer or a supplier or subcontractor, quarantine, restriction, epidemic, or catastrophe, lack of timely instructions or essential information from the Monroe County Clerk, or otherwise arising out of causes beyond the control of B&L IT Services, LLC.
- h. Independent Contractor B&L IT Services, LLC certifies that it is an independent contractor and not an employee of the Board, is not under the direction and control of the Board and certifies that B&L IT Services, LLC may be employed by or contract with other companies in the trade. B&L IT Services, LLC certifies that there has never been, nor will there be, during the term of this Contract, an employer/employee

relationship with B&L IT Services, LLC. B&L IT Services, LLC shall be solely responsible for and have complete control over the means, methods, techniques, sequences and procedures applicable to the work and for coordinating all aspects, portions and safety precautions of the work.

- i. Waiver The failure of either party to insist at any time upon the strict performance of any terms in this Contract or to exercise any right or remedy contained herein is not a waiver of the right or remedy for the future. The waiver of any breach of this Contract does not prevent a subsequent act, which would have originally constituted a breach, from having all the force and effect of an original breach. No express waiver affects any terms other than the ones specified in the waiver and those only for the time and in the manner specifically stated. No waiver by either party of any of the terms of this Contract is effective unless expressed in writing and signed by B&L IT Services, LLC.
- j. Assist Assist and provide information to the County to comply with and respond to requests from State Government, Federal Government, or insurance providers (including insurance applications).

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

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

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

B&L IT Services, LLC
“Service Provider”

Board of Commissioners of Monroe County
“Board”

by

Date _____ ATTEST: March __, 2022

Catherine Smith, Auditor

Exhibit A

Monroe County Election Procedures performed by B&L IT Services, LLC

Establish Election, Testing, Setup, Planning dates and expectations – Create Schedule.

Establish Contacts for both County and Vendors. Share Election Services Contact Information.

Collect Election Central location and Data.

Collect Polling Locations and Data.

Establish equipment to be used at each Polling Locations.

Visit each Polling locations to Map equipment locations and provided equipment and Utilities.

Test wireless access.

Create Polling location map and equipment catalog.

Contact Vendors for any needed equipment and/or updates for the upcoming elections.

Install upgrades per schedule.

Label all equipment as needed.

Prepare equipment for testing and Install Batteries.

Inventory equipment – power strips, extension cords, ramps, voting booths, Hart equipment, Pollpads, NightHawk's, ramps, cones, signs, etc.

Program Scanners, Print devices/printers, Accessible devices and Pollpads.

Recruit and manage B&L IT Services, LLC staff.

Create and maintain Inventory Sheets.

Order tables, pick up, deliver to polling locations, pick up from locations and return to vendor.

Maintain Storage locations and inventory.

Setup polling locations per social distancing, flow and security requirements.

Setup and perform LAT Test per state and local requirements.

Setup Early Voting locations and support.

Support Election Central as needed.

Setup and support Election Day Polling locations.

Tear down and Pickup election equipment.

Pull needed totals and place equipment in storage.

All other tasks or duties requested by the Monroe County Clerk, Election Board and their staff.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda:

Vendor #

Executive Summary:

Request for Commissioner Signature on Hilton Garden Inn agreement for Clerk's office Primary Election Training location.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Clerk Election Fund"/>	<input type="text" value="1215-30006-0062"/>	<input type="text" value="\$4880.00
(16 days @ \$305 ea)"/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:



Hilton Garden Inn - Bloomington
245 North College Avenue
Bloomington, IN 47404
Hotel Website:

Telephone: (812) 331-1335

Sales Fax: (812) 331-1060

This agreement is between Hilton Garden Inn - Bloomington and Monroe County Government and outlines specific conditions and services to be provided.

Thursday, March 10, 2022

Organization: Clerk's Office
Contact: Sherry Morris

Address:

Email: smorris@co.monroe.in.us
Phone: (812) 349-7357

Hotel: Hilton Garden Inn - Bloomington
Hotel Contact: Brandi Clark
Sales Manager

Hotel Address: 245 North College Avenue
Bloomington, IN 47404

Email: brandi.clark@whitelodging.com
Phone: (812)961-3913

Name of Event: Clerk's Office Election Training
Dates: Tuesday, April, 12, 2022 - Sunday, May 01, 2022

FUNCTION INFORMATION AGENDA

Based on the requirements outlined by Clerk's Office Election Training, the Hilton Garden Inn - Bloomington reserved the function space set forth below as the Function Information Agenda.

Hilton Garden Inn - Bloomington reserves the right to reassign or reduce specific function space provided it determines that the revised space adequately accommodates the function requirements.

Date	Start Time	End Time	Function	Room	Setup	Agr	Rental	W/Svc Fee
Tue, 04/12/22	7:30 AM	8:30 PM	Meeting	Monroe Ballroom	Classroom	24	250	\$305
Wed, 04/13/22	7:30 AM	8:30 PM	Meeting	Monroe Ballroom	Classroom	24	250	\$305
Thu, 04/14/22	7:30 AM	8:30 PM	Meeting	Monroe Ballroom	Classroom	24	250	\$305
Fri, 04/15/22	7:30 AM	8:30 PM	Meeting	Monroe Ballroom	Classroom	24	250	\$305
Sat, 04/16/22	7:30 AM	8:30 PM	Meeting	Monroe Ballroom	Classroom	24		
Sun, 4/17/22	7:30 AM	8:30 PM	Meeting	Monroe Ballroom	Classroom	24		
Mon, 04/18/22	7:30 AM	8:30 PM	Meeting	Monroe Ballroom	Classroom	24	250	\$305
Tue, 04/19/22	7:30 AM	8:30 PM	Meeting	Monroe Ballroom	Classroom	24	250	\$305
Wed, 04/20/22	7:30 AM	8:30 PM	Meeting	Monroe Ballroom	Classroom	24	250	\$305
Thu, 04/21/22	7:30 AM	8:30 PM	Meeting	Monroe Ballroom	Classroom	24	250	\$305
Fri, 04/22/22	7:30 AM	8:30 PM	Meeting	Monroe Ballroom	Classroom	24	250	\$305
Sat, 04/23/22	7:30 AM	8:30 PM	Meeting	Monroe Ballroom	Classroom	24	250	\$305
Sun, 4/24/22	7:30 AM	8:30 PM	Meeting	Monroe Ballroom	Classroom	24		
Mon, 04/25/22	7:30 AM	8:30 PM	Meeting	Monroe Ballroom	Classroom	24	250	\$305
Tue, 04/26/22	7:30 AM	8:30 PM	Meeting	Monroe Ballroom	Classroom	24	250	\$305
Wed, 04/27/22	7:30 AM	8:30 PM	Meeting	Monroe Ballroom	Classroom	24	250	\$305
Thu, 04/28/22	7:30 AM	8:30 PM	Meeting	Monroe Ballroom	Classroom	24	250	\$305
Fri, 04/29/22	7:30 AM	8:30 PM	Meeting	Monroe Ballroom	Classroom	24	250	\$305
Sat, 04/30/22	7:30 AM	8:30 PM	Meeting	Monroe Ballroom	Classroom	24	250	\$305
Sun, 05/01/22	7:30 AM	8:30 PM	Meeting	Monroe Ballroom	Classroom	24		

Water Station in room daily. Complimentary use of projector, screen, and microphone.

PROVISION OF FOOD AND BEVERAGE

To ensure the safety of our guests and comply with State and local Board of Health Laws, Rules, Regulations and Ordinances and Liquor Laws, Rules, Regulations and Ordinances groups or individuals are not allowed to bring food and beverage into Hilton Garden Inn - Bloomington. All food and beverage must be purchased from Hilton Garden Inn - Bloomington. No unconsumed food and beverage items may be removed from Hilton Garden Inn - Bloomington.

ALCOHOLIC BEVERAGES

If alcoholic beverages are to be served at Hilton Garden Inn - Bloomington, only Hotel bartenders and/or the servers may dispense beverages. Hilton Garden Inn - Bloomington requires proper identification (photo ID) of any person of questionable age and may refuse alcoholic beverage service to any person who appears intoxicated as determined by Hilton Garden Inn - Bloomington.

IN-HOUSE EQUIPMENT

Hilton Garden Inn - Bloomington will provide, at no additional charge, a reasonable amount of meeting equipment (for example; chairs, tables etc.). These complimentary arrangements do not include special setups or extraordinary formats requiring additional supply to accommodate Clerk's Office Election Training needs. If such special setups or extraordinary formats are requested, Clerk's Office Election Training may either (a) pay Hilton Garden Inn -

Bloomington actual rental costs for additional equipment or (b) change the extraordinary setup to a standard format, avoiding the additional cost.

UNATTENDED ITEMS/ADDITIONAL SECURITY

Hilton Garden Inn - Bloomington does not ensure the security of items left unattended in function rooms. Special arrangements may be made with Hilton Garden Inn - Bloomington for securing a limited number of valuable items. If Clerk's Office Election Training requires additional security with respect to such items, or for any other reason, upon prior request, Hilton Garden Inn - Bloomington may assist in making these arrangements. All security personnel during the Event are subject to prior written approval of Hilton Garden Inn - Bloomington.

GUARANTEES

The final guarantee number of guests is due by 12:00 noon three (3) business days or 72 hours prior to the event. If Hilton Garden Inn - Bloomington does not receive the final guarantee number by this time, the number of guests noted on the Banquet Event Order will be the basis for billing charges. Hilton Garden Inn - Bloomington will be prepared to set the room for three percent (3%) above the guarantee upon request.

SERVICE CHARGE AND SALES TAX

All food, beverage, audiovisual and meeting room rental are subject to a service charge (22%) and a sales tax (7%). Service charge and sales tax are subject to change without notice.

REWARDS

HILTON MEETING PLANNER POINTS

Approximately (30) business days after the conclusion of the Event (provided that the Event is not cancelled and Clerk's Office Election Training has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Hilton Meeting Planner points:

CHECK ONE OPTION BELOW:

- Award Hilton Meeting Planner Points** to the Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement)
Member Name _____
Member Account Number _____

- Decline to Award Hilton Meeting Planner Points.** The Contact and the Authorized Signer of this Agreement elect not to receive (and hereby waive the right to receive) an award Hilton Meeting Planner Points in connection with the Event.

COMPLIANCE WITH LAW

This agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hilton Garden Inn - Bloomington and Clerk's Office Election Training agree to cooperate with each other to ensure compliance with such laws.

FORCE MAJEURE:

If Hilton Garden Inn - Bloomington is delayed in its performance, or such performance becomes impossible, due to fire, weather conditions that are extreme or unusual for the season and area, any act of God, any action by the civil or military authorities, war, any labor unrest, any breach of the peace, or from any other cause beyond the reasonable

control of Hilton Garden Inn - Bloomington, then, the remedy to Clerk's Office Election Training shall be that the time for performance shall be extended for such reasonable time as may be agreed upon by the parties, or by rescission by Hilton Garden Inn - Bloomington at its sole option.

PAYMENT BY CREDIT CARD

Clerk's Office Election Training may pay by credit card.

FOOD AND BEVERAGE CANCELLATION

Clerk's Office Election Training has committed to the Function Information Agenda. In the event of cancellation by Clerk's Office Election Training agrees to pay Hilton Garden Inn - Bloomington within thirty (30) days, as follows:

1. Cancellation after the signing of this agreement and 60 days prior to event start date_: \$1000 (25% of room rental) will be due Hilton Garden Inn - Bloomington for damages and not as a penalty unless Hilton Garden Inn - Bloomington is able to resell the function space then the difference between the amount from resale and the cancellation fee will be returned to Clerk's Office Election Training.
2. Cancellation between 59 days and 30 days prior to event start date_: \$2000 (50% of room rental) will be due Hilton Garden Inn - Bloomington for damages and not as a penalty.
3. Cancellation between 29 days and event start date : \$4000 (full amount) will be due Hilton Garden Inn - Bloomington for damages and not as a penalty.

Hilton Garden Inn - Bloomington agrees after receipt of this amount, it will not seek further damages resulting from the cancellation or attrition of such catered functions. If Hilton Garden Inn - Bloomington is able to resell the function space then the difference between the amount from resale and the cancellation fee paid will be returned to Clerk's Office Election Training.

CHANGES, ADDITIONS, STIPULATIONS OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hilton Garden Inn - Bloomington or Clerk's Office Election Training will not be considered agreed to or binding unless such modification is initialed or otherwise approved in writing.

ACCEPTANCE

Prior to execution by both parties, this document represents an offer by Hilton Garden Inn - Bloomington. Unless Hilton Garden Inn - Bloomington otherwise notifies Clerk's Office Election Training at any time prior to Clerk's Office Election Training's execution of this document, the outlined format and dates will be held by Hilton Garden Inn - Bloomington for Clerk's Office Election Training on a first-option basis until Wednesday, March 23, 2022. If Clerk's Office Election Training does not make a commitment prior to that Date, the offer will revert to a second option basis or, at Hilton Garden Inn - Bloomington's option, the arrangements will be released, in which case neither party will have any further obligations. Upon receipt by Hilton Garden Inn - Bloomington of a fully executed version of this agreement prior to **Wednesday, March 23, 2022**, or upon Hilton Garden Inn - Bloomington's acceptance of a fully executed version of this agreement after such date, it will be placed on a definite basis and will be binding upon Hilton Garden Inn - Bloomington and Clerk's Office Election Training.

Hilton Garden Inn - Bloomington and Clerk's Office Election Training have agreed to and have executed this agreement by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by Monroe County Commissioners

Name: (Print) _____

Title: (Print) _____

Signature: _____

Date: _____

Approved and authorized by Hotel:

Name: Brandi Clark

Title: Sales Manager

Signature: Brandi Clark

Date: 3/11/2022



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

Request for Commissioners signature on HART LAB proposal for LAT test deck service for ballot printing and matrix setup for precinct testing of the ballot and the voting equipment.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Clerk Election Fund"/>	<input type="text" value="1215-22002-0062"/>	<input type="text" value="Estimated \$4450.00"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text" value="Tressia Martin"/>	<input type="text" value="812-349-2071"/>

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

Attorney who reviewed:



Quote Number 00009725
 Account Name Monroe County, IN
 Grand Total \$4,450.00

Item	Product Code	Description	Unit Price	Quantity	Total Price
Logic and Accuracy Ballot Service	LABS	Automated LAT test deck service at per precinct pricing; quoted price is an estimate, and actual invoiced price will reflect the number of precincts and precinct-splits processed; minimum order of 10 precincts	\$25.00	178	\$4,450.00
Subtotal					\$4,450.00
Grand Total					\$4,450.00

Bill To 301 N College Ave., Room 201
 Bloomington, IN 47404

Ship To 401 W 7th St.
 Bloomington, IN 47404

Customer Contact

Contact Name Karen Wheeler

Email kwheeler@co.monroe.in.us

Phone (812) 335-7219

General Information

Expiration Date 4/3/2022

Instructions Please fax with signature to (800) 437-3532 or scan and email to skennedy@hartic.com to order.

Payment Terms Net 30

Terms and Conditions

Taxes will be calculated in conjunction with the Customer based on the final approved price list.

Hart Approval

Prepared By Shawn Kennedy

Title Sales Order Specialist

Signature

Customer Approval

Name: _____

Title: _____

Customer Approval: _____

Date: _____



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

It has been requested that the 12'x20' ballot room specified in the design plans for the Election Operations building, be increased to the dimensions of 16'x24'. This to ensure adequate ballot and equipment storage space. To allow for the difference in design, a framing materials change, additional lighting and additional electrical outlets are necessary. This request is for approval of the change order submitted by Strauser Construction to address those design plan modifications.
Additional cost to project: \$6,735.00

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="TBD"/>	<input type="text" value="TBD"/>	<input type="text" value="\$6735.00"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text" value="Greg Crohn"/>	<input type="text" value="812-606-0831"/>

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

Attorney who reviewed:

Change Order Proposal

To: Monroe County Government
Attn: Greg Crohn

Re: Monroe County Election Operations
302 S. Walnut Street

March 8, 2022

Change Order Proposal # 1

Additional Work Items

**Labor, material and equipment for the following work:
Per Revised drawings by Michael Chamblee Architect dated 03/05/2022**

Item 1 - Increase Ballot Room size to 16' x 24'

- Additional mezzanine framing, wall framing & drywall work
- Additional acoustical ceiling system
- (2) additional LED flat panel light fixtures
- (1) Additional double gang electrical box at NE corner of Breakroom

Item 2 - Deletions

- Delete wire shelving from project

Total ADD \$6,735.00

Specific Exclusions:

- All work not specifically listed above

Respectfully submitted,

Lennie Strauser

Strauser Construction Co., Inc.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature _____
Date _____



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

The water heating system in the Monroe County Jail is comprised of two units. One unit is currently out of service and beyond repair. This has resulted in an inadequate hot water supply to the facility.
This request is to approve the Mech-Tech Inc. proposal to replace the unit with a Lochnivar 399,000 BTU Commercial Condensing Water Heater, in an amount not to exceed \$19,000.00

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Cumulative Capital"/>	<input type="text" value="1138"/>	<input type="text" value="\$19,000"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text" value="Greg Crohn"/>	<input type="text" value="812-606-0831"/>

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

Attorney who reviewed:

MECH-TECH, INC.

5267 B West Airport Road
Bloomington, Indiana 47403
Phone: 812-825-2964
Fax: 812-825-2578
e-mail: anthony@mechtechinc.us

February 14, 2022

Monroe Co. Jail
301 N. College Avenue
Bloomington, IN 47404

Attn: David Gardner

Re: Water Heater Replacement.

Dear Sir,

MECH-TECH, INC is pleased to submit the following proposal for your consideration on the above referenced project. This proposal is based upon our jobsite conversation pertaining to scope.

SCOPE: Water Heater Replacement.

- 1) Disconnect existing water heater and remove from jobsite.
- 2) Furnish and install one Lochinvar AWHO400NPM with return pump.
- 3) Re-connect to existing Gas, Hot water supply and return, Combustion air and exhaust.
- 4) Remove and rework hot water return above supply connections.
- 5) Disconnect the electrical from existing water heater.

For the sum of \$18,749.00

EXCLUSIONS:

Sales Tax, Electrical and Insulation on new piping.

- The new water heater has an 8–10-week lead time on delivery, approximate install is two days.
- The Gasket repair kit for your Leonard TMV COST \$99.27, the Interior Full repair kit cost 740.00. I am sure the gasket kit is needed but the interior parts could be cleaned and reused.

We appreciate the opportunity to submit, at your convenience, please call if you should have any questions or need any additional information.

Respectfully,

A handwritten signature in black ink, appearing to read "Anthony T. Bower". The signature is written in a cursive style with a large, sweeping initial "A".

Anthony T Bower
MECH-TECH, INC.

ADDENDUM TO MECH-TECH AGREEMENT

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

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

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

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

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

Mech-Tech
"Contractor"

Board of Commissioners of Monroe County
"Board"

by

Date _____

ATTEST: _____, 2022

Catherine Smith, Auditor





Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

The Monroe County Health Department is requesting approval of a Statement of Work for an After Action Report (AAR) to be completed related to COVID-19 response.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Health"/>	<input type="text" value="1159"/>	<input type="text" value="not to exceed \$10,000"/>

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:

Statement of Work

For

Monroe County Health Department
After Action Report

Submitted to:

Christina Kempf
Public Health Emergency Preparedness Coordinator
Monroe County Health Department

Submitted by



P.O. Box 204, Carmel, IN 46082

February 22, 2022

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Executive Summary

At Resilient Strategies, our mission is to help strengthen the preparedness of local communities, businesses and healthcare partners in all areas of Emergency Preparedness (Prevention, Protection, Mitigation, Response, and Recovery) through capabilities-based planning, training, testing, and evaluations. With our highly experienced staff, Resilient Strategies helps organizations prepare, and be ready, for the unknown.

Resilient Strategies is pleased to submit this Statement of Work for the development of an After Action Report (AAR) for the Monroe County Health Department. The scope of work covers the planning, meetings, data collection, documentation, and completed after action report billed on a fixed price of \$6,850.00. This cost covers all items outlined in this scope of work and any additional request may require a cost adjustment. Any out-of-pocket costs (e.g. travel expenses, data collection tools, and final reports) are included in the base rate.

Built upon a phased approach, we will meet the project goals by breaking each of the objectives out into tasks and delivering them to meet the project timeline. To meet the goals discussed for the Monroe County After Action Report development, this includes:

Monroe County After Action Report

Project Initiation:

- * Project Milestones
- * Project Timeline
- * Concept and Objectives Meeting

Data Collection and Analysis:

- * Develop forms and data collection tools to capture findings
- * Solicit and request the information from all participating facilities and agencies identify in request for bid

Midterm Project Meeting:

- * Review with the planning team the key findings from information collected from the data collected
- * Identify other agencies and partners that may need considered for additional input
- * Establish and approval of AAR structure

Final Project Meeting:

- * Review draft AAR with planning team

Resilient Strategies firmly believes that by utilizing Indiana based resources, we are not only strengthening the preparedness of our local emergency responders, we are strengthening the preparedness of resources of Indiana while providing a high value, cost-effective after action report.

Resilient Strategies Overview

Resilient Strategies, LLC, is established and conducts business primarily within Indiana. Our central theme is to assist our clients in building resilient organizations and protect their assets through planning, training, and exercises. Our primary service offerings are; support of Indiana Department of Homeland Security district and LEPC exercises, continuity of operations planning (COOP), continuity of government (COG), updating of county emergency management plans (CEMP's), training and evaluation of healthcare plans and procedures, and business continuity planning/audits and disaster recovery testing.

Services Offerings

- Planning, design, facilitation, and evaluation of “all hazards” emergency response exercises for local and county governments, hospitals, and private industry. This includes tabletop, functional, and full-scale exercises that require the integration of multiple first response agencies, local and elected and appointed officials, emergency management, public health, and volunteer agencies to an emergency. We have conducted over 100 exercises each year from a local, district, and state level perspective.
- Continuity of Operations, Continuity of Government, Business Continuity, and Disaster Recovery Services. Offered in both the Private and Public Sector, we performed the update of the CEMP for each of the IDHS District 5 counties along with an EOC activation workshop in support of the CEMP, the ongoing updates and training for the Marion County Health Departments Point of Dispersment Field Operating Guides, along with a FEMA funded COOP project for Hamilton County. We have recently signed to be the Midwest representative for Sustainable Planner, the leading hospital COOP software program, and are providing COOP services for hospitals in Indiana to assist with program understanding, executive support, and program initiation.

Resilient Strategies, LLC Organization

Over the last 25 years the Executive Leadership for Resilient Strategies has been engaged in providing planning, training, and exercise services within the commercial, government, and healthcare sectors. We have aided in building resiliency in Indiana's top business accounts, public safety, local governments, and every hospital in the State of Indiana. We have built long term relationships within each of our market segments through providing standards-based services that consistently provide a predictable deliverable that meets our client's requirements for resiliency. Through our service offerings, executive engagement in industry related societies, and ongoing support in our communities with volunteer emergency services; we are continuously engaged in ensuring the resiliency of our State's economy.

Leadership

As President and founder, Mike Alley brings a diverse background of over 20 years in all areas of emergency preparedness, actively engaged in providing services to international corporations, federal, state, and local government, and the healthcare field. Mr. Alley also brings a 20-year background serving the IT industry in the software, hardware, and storage management space. Over Mike's career he has utilized his engineering problem solving approach to assess and resolve critical business issues while providing value-driven solutions.

Mr. Alley continually leverages the lessons learned through current engagements, professional certifications, and active involvement in professional organizations to continue to enhance the fundamentals utilized on a daily basis at Resilient Strategies. Among these are Certified Business Continuity Professional (CBCP) and Associate Healthcare Provider Continuity Professional (AHPCP) from Disaster Recovery Institute International (DRII), Homeland Security Exercise and Evaluation Program (HSEEP), and National Incident Management System (NIMS) provided by Federal Emergency Management Agency (FEMA). Mike currently serves on the board of the Midwest Contingency Planners, an Indiana non-profit group comprised of public and private sector emergency preparedness individuals, and as the RACES Training Officer supporting Hamilton County Emergency Management Agency communication needs.

Mr. Alley's most recent outreach effort is as the Executive Director of the Business Resiliency Alliance of Indiana, a new formed non-profit aimed at providing a means for information and resources to flow directly between Indiana's critical businesses and the Emergency Operations Center for the Indiana Department of Homeland Security. The Alliance provides ongoing business continuity training for Indiana's communities to aid in resiliency at a grass roots level along with annual training and exercises for the Alliance's members made up of Indiana's major industries. The Alliance enjoys support from Federal, State, and local government, disaster recovery partners, and private industry's philanthropic efforts across the state.

Across our staff and contractors, we have invested in training and certification for key areas of our service offerings, including Business Continuity and Disaster Recovery by Disaster Recovery International, National Incident Management System (NIMS), and the Homeland Security Exercise and Evaluation Program (HSEEP), along with experienced project managers, event planners and program directors.

Resilient Strategies stands unique in Indiana through the strong relationships we have built with Indiana police, fire, HAZMAT, EMT, hospital, and emergency management professionals, who have supported our exercises as facilitators, controllers, and evaluators. These professionals provide credibility and their own unique perspective from their personal experience in planning for and responding to significant emergencies.

Senior Consultant

Jason Games, Public Safety and Health Care Practice Lead, as our lead project consultant, utilizes his experience in public safety and national level exercises in delivering training and exercises for the public safety and business sectors. He also delivers hazardous materials training to emergency responders and hospital personnel as well as training in Basic and Advanced Disaster Life Support (BDLS/ADLS).

His experience includes hazardous material training supporting a VX nerve agent stockpile and as an embedded FEMA consultant for the National Level Exercise 2011. He has coordinated multi-state, multi-jurisdictional exercise planning efforts, facilitated partnerships between the national and regional FEMA levels and the State of Indiana for the largest exercise ever conducted in the United States. As an active first responder, he is Fire Chief of the Bellmore, Indiana Fire Department and is a member of the Indiana District Response Task Force 7 and Incident Management Team, serving as Deputy Planning Section Chief for deployment to Henryville (tornado) and Planning Section Chief for New York (hurricane Sandy).

Scope of Services

The scope of services for this project are to provide a county level after action report for the ongoing response to the COVID-19 pandemic. We will work with the client to identify core capabilities related to the response which will allow for further development of either evaluation or hotwash forms to collect data from county partners. The review of the identified strengths, gaps, and areas of improvement will then be captured in an after action report following HSEEP guidance. This report will then be reviewed by all planning partners through an after action meeting at the completion of the project.

Resilient Strategies will deliver the following services to complete the After Action Report:

Project Management

Resilient Strategies will designate a dedicated project manager for the oversight and to ensure the deliverables are met on a mutually agreed upon timeline. During the course of the project, we will utilize a secure website as a collaboration tool in the delivery of our services. BaseCamp allows sharing of files, messages, milestones, and tasks in a secure environment. During the engagement, this will be a distribution point for notes and documents to be completed. All materials are posted allowing easy access from the site. Assignment and tracking of the review and approval of project milestones and deliverables are also easily facilitated by the usage of BaseCamp.

Project Milestones

The development of the report will be achieved through the following steps:

- Concept and Objectives Planning Meeting with establish planning team
 - Define scope of project and establish goals and objectives for evaluation
 - Identify core capabilities that are highlighted for the COVID-19 response for evaluation criteria

- Establish data collection methods and tools to capture strengths, gaps, and areas of improvement from identified county partners
- Determination of form(s) to be distributed to all partners as either exercise evaluation guides or hotwash format to assist in gather this information
- Establish project timeline
- Data Collection and Analysis
 - Design and development of the data collection forms for each capability to be evaluated and share with planning team for approval prior to distribution
 - Distribute the forms to all identified partners
 - Facilitate up to 12 virtual workshop meetings with identified county groups to assist with the collection of data identified in the forms
 - Track responses and provide correspondence to all partners should any clarification be needed
- Midterm Project Meeting
 - Review key takeaways from the data collected with the planning team
 - Identify any additional response agencies or partners that may need to be considered for additional input
 - Establish format for AAR
- Final Project Meeting (After Action Meeting)
 - Review draft After Action Report with planning team
 - Adjust any additions, corrections, or modifications
 - Finalize AAR and deliver to client

Data Collection Forms

Resilient Strategies will develop data collection forms based off of capabilities identified during the planning process. We will use our experience in exercise evaluation to gather the most influential experiences from all partners so it may be appropriately documented for future planning and response efforts.

We will incorporate the Pandemic Intervals Framework (PIF) provided by the Centers for Disease Control and Prevention (CDC) as a reference for data collection. This will allow for the potential to gather information from all six intervals related to pandemic response and recovery:

Investigation, Recognition, Initiation, Acceleration, Deceleration, Preparation

Monroe County Health Department Responsibilities

1. Monroe County Health Department will provide Resilient Strategies with points of contact with all included partners
2. The Monroe County Health Department will be responsible for providing appropriate personnel, information and/or decisions that are required to complete all deliverables identified in the planning meetings

- 3. The Monroe County Health Department assumes responsibility and liability for accuracy and completeness of the information and/or decisions provided to Resilient Strategies

Investment and Payment Schedule

The investment for this project, based on the deliverables outlined above and the project estimates is \$6,850.00 and would be billed as mutually agreed upon milestones listed below are completed.

Project Initiation \$2,285.00 - Due upon signed contract

2nd Payment \$2,285.00 - Due upon completion of the Midterm Project Meeting

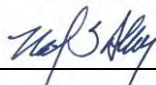
Final Payment \$2,280.00 - Due upon completion of final AAR

Significant changes to the scope of this project may affect the manpower requirements and increase the cost of this project. Therefore, all changes to the scope will be managed through Resilient Strategies' project change request process (PCR), and formally submitted and agreed to by both parties.

This engagement will be conducted on a best effort basis and subject to all terms and provisions of the Master consulting Services Agreement between Resilient Strategies and the Monroe County Health Department.

Approval

IN WITNESS WHEREOF, Resilient Strategies and the Monroe County Health Department have executed this Statement of Work as of the date first written above.

RESILIENT STRATEGIES		MONROE COUNTY HEALTH DEPT.	
By:		By:	_____
Printed:	<u>Michael S Alley</u>	Printed:	_____
Title:	<u>President</u>	Title:	_____
Address:	<u>P.O. Box 204 Carmel, IN 46084</u>	Address:	_____
Fax	<u>317-984-7167</u>	Fax	_____
Email	<u>malley@resilientstg.com</u>	Email	_____



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 IDOH has awarded additional funds to the Monroe County Health Department for expanding, training, and sustaining disease intervention and partner services for reportable STDs and other infectious diseases. These funds will provide for an additional Disease Intervention Specialist in the 12 county jurisdiction.

These funds are federal funds through IDOH.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="STD Strengthening Prevention"/>	<input type="text" value="8112"/>	<input type="text" value="\$170,000"/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

Monroe County Board of Commissioners Agenda Request - Grant

REQUIRED

Federal Agency Federal Program

CFDA# Federal Award Number and Year (or other ID)

Pass Through Entity:

Request completed by:

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

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

GRANT AGREEMENT

Contract #000000000000000000060500

This Grant Agreement ("Grant Agreement"), entered into by and between Indiana Department of Health (the "State") and **MONROE COUNTY HEALTH DEPARTMENT** (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of **\$170,000.00** (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Attachments A and B** of this Grant Agreement, which are incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with **Indiana Code § 5-19-1-1** establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

If Federal Funds: Program Name per Catalog of Federal Domestic Assistance (CFDA):
Strengthening Prevention and Control for Health

CFDA # 93.977

If State Funds: Program Title _____

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with **Attachment A**. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a **monthly** basis and shall contain such detail of progress or performance on the Project as is requested by the State.

4. Term. This Grant Agreement commences on **January 01, 2022** and shall remain in effect through **December 31, 2022**. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

5. Grant Funding.

A. The State shall fund this Grant in the amount of **\$170,000.00**. The approved Project Budget is set forth as **Attachment B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

B. The disbursement of Grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

6. Payment of Claims.

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.

C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. Claims shall be submitted to the State within twenty (20) calendar days following the end of the month in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than thirty (30) calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within sixty (60) calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis only, unless otherwise specified in **Attachment A** or **B**. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Attachment A** and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Attachment B** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

- A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost
- B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).
- C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, <https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>. Guidelines for filing the annual report are included in **Attachment D** (Guidelines for Non-governmental Entities).

9. Compliance with Laws.

- A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.
- B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

(1)The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2)The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

10. Debarment and Suspension.

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into

this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

11. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. Funding Cancellation. As required by Financial Management Circular 13.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Governing Law. This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

15. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended.

16. Insurance. The Grantee shall maintain insurance with coverages and in such amount as may be required by the State.

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action

requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

18. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Indiana Department of Health
ATTN: Contract and Audit Section
2 North Meridian Street, Section 2-C
Indianapolis, IN 46204
E-mail: isdhcontracts@isdh.in.gov

B. Notices to the Grantee shall be sent to:

Administrator
Monroe County Health Department
100 W Fifth Street, Room 204
Bloomington, IN 47404
E-mail: pcaudill@co.monroe.in.us

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 24, below, (2) this Grant Agreement, (3) Attachments prepared by the State, and (4) Attachments prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record. The Grantee acknowledges that the State will not treat this Grant as containing confidential information, and the State will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

22. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

23. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Grant.

24. Federal and State Third-Party Contract Provisions. If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with the federal provisions attached as **Attachment C** and incorporated fully herein.

25. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. Deleted as not applicable.

26. HIPAA Compliance. If this Grant Agreement involves services, activities, or products subject to the Health Insurance Portability Act of 1996 (HIPAA), the Grantee covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

27. Amendments. No alteration or variation of the terms of this Grant shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Any alterations or amendments, except a change between budget categories, which requires the prior written consent of a duly authorized representative of the State, shall be subject to the contract approval procedure of the State.

28. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2022 SCM Template*) in any way except as follows:

Amendments -added

HIPAA Compliance-added

Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties-Deleted

References to Grant Application deleted.

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCT S.GBL

In Witness Whereof, the Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

MONROE COUNTY HEALTH DEPARTMENT

Indiana Department of Health

By:

By:

Title: president- Julie Thomas

Title:

Date:

Date:

Electronically Approved by: Department of Administration By: _____ (for) Rebecca Holw erda, Commissioner	
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Theodore E Rokita, Attorney General

Attachment A

STD Supplemental DIS

1/1/2022-12/31/2022

1. No changes or additions to these terms may be made unless the Indiana Department of Health (IDOH) Prevention Program Director is consulted, and an amendment of the contract is executed.
2. These funds are provided to expand, train, and sustain the Disease Intervention Specialist (DIS) workforce. This supplemental funding will support and enhance capacity to conduct disease investigation (case investigation and contact tracing), linkage to prevention and treatment, case management oversight, and outbreak response for other infectious diseases.
3. In collaboration with the IDOH Prevention Program Director, the Grantee will establish objectives and set goals that are commensurate with the IDOH and federal STD cooperative agreement objectives.
4. The Grantee will be required to implement Disease Intervention Specialist (DIS) services and Partner Services (PS) in accordance with program standards and policy guidelines established by the IDOH and applicable IDOH and federal statutes.
5. The Grantee will establish a plan on how the agency will implement Internet Partner Services in accordance with CDC guidance as well as with program standards, policies, and procedures.
6. Only state authorized Disease Intervention Specialists are permitted by Indiana State Code: 410 IAC 1-2.5-6 to investigate HIV and syphilis. The DIS must be approved by the STD program and trained by CDC to investigate cases of syphilis and HIV and complete partner notifications. Therefore, they are the only people who may have access to this information within the STD database. Requests of non-DIS persons must be sent to the STD program for approval prior to receiving access to the STD database.
7. When a staff DIS vacancy occurs, the agency will notify IDOH Prevention Director or designee within ten (10) business days. Additionally, vacancies are expected to be filled within 90 days. IDOH Prevention Director or designee should be notified if this expectation cannot be met. IDOH reserves the right to reallocate funding if a vacancy remains after the 90-day period. During the vacancy period the agency must have a plan in place to provide all services outlined in this agreement.

8. The Grantee will be responsible for the hiring, training, and monitoring of an STD Clinic Lab Technician who will devote 18.96 hours per week to performing stat RPR tests.

9. The Grantee will integrate disease intervention services for chlamydia, gonorrhea, HIV and syphilis infections at the client level.

10. As a Grantee offering a full-time (5 day/week STD services) STD clinic the Grantee will restrict DIS clinic activity to interviewing clients infected with chlamydia, gonorrhea, HIV and syphilis only. The Grantee will have DIS interview 100% of all clinic clients diagnosed with HIV, syphilis, priority gonorrhea, and priority chlamydia in the timeframes set forth by the IDOH STD program. Clients identified as a priority for chlamydia are specified later in this contract.

11. Grantee agencies who operate clinical services in their STD District will be required to treat cases within two weeks of notification of the infection from the lab. Additionally, partners to syphilis must be treated within one week of notification of the exposure to the partner. Any person who has evidence of primary and secondary signs or symptoms of syphilis must be treated by the agency immediately after blood is drawn for syphilis testing and submitted to IDOH labs. Additionally, any person who is a contact to a confirmed or suspected infectious syphilis case within 90 days should receive prophylactic (presumptive) treatment for syphilis. Similarly, if a clinic performs STAT RPR testing, a person with titer of 1:8 or greater in absence of syphilis history that would explain titer, should receive immediate treatment after blood draw.

12. The Grantee will interview at least 85% of all newly diagnosed HIV and early syphilis cases residing in their respective counties within their designated region of service. t 1). The Grantee will offer PS to 100% of all newly diagnosed HIV cases and early syphilis interviewed in the district. DIS operating under this contract will complete HIV testing on at least 90% of all early syphilis cases interviewed who do not have a previously documented HIV positive status within 30 days. The Grantee will offer syphilis testing to 100% of all newly diagnosed HIV cases interviewed in THEIR DISTRICT; DIS will complete syphilis testing on at least 90% of all newly diagnosed HIV cases interviewed.

13. DIS operating under this contract will offer chlamydia interviews at their own discretion within their district. Furthermore, Indiana state code requires DIS offer PS to cases identified as LGV. DIS will offer PS to 100% of all LGV

chlamydia cases interviewed in their district. Anyone newly diagnosed with HIV and chlamydia will be interviewed for those infections and offer PS as needed. DIS will offer or confirm HIV testing on 100% of all chlamydia cases who do not have a previously documented HIV positive status within 30 days.

14. The DIS operating under this contract will successfully interview **24%** of all priority gonorrhea cases residing in their respective district as enhanced STD Surveillance Network (SSuN). DIS will interview any gonorrhea cases as assigned by the STD Prevention Program. The grantee will ensure 75% of the gonorrhea cases interviewed are considered priority gonorrhea cases. DIS will offer PS to 100% of all priority gonorrhea cases interviewed in the district. Priority gonorrhea cases MSM (providers outside GCHD), clients under the age of 20, pregnant women, repeat cases (defined as 2 or more infections within 12 months) infections, co-infection with HIV and/or syphilis. The Grantee will ensure 75% of the identified sex partners to gonorrhea are examined in 30 days. DIS operating under this contract will offer or confirm HIV testing on 100% of priority gonorrhea cases interviewed who do not have a previously documented HIV positive status within 30 days.

15. DIS operating under this contract will verify treatment status of 100% of syphilis cases within 2 weeks of receipt of report. DIS will also verify treatment for 75% of the gonorrhea cases and attempt to confirm treatment on any chlamydia case where treatment is not reported in their assigned district within 30 days of receipt of report.

16. DIS operating under this contract will enter all non-electronically reported cases diagnosed with chlamydia, gonorrhea, and syphilis within 5 working days of receipt of report.

17. DIS operating under this contract must work with providers, public health nurses, laboratories, clinics, emergency rooms, and other health care providers on proper reporting and ensuring adequate treatment as appropriate.

18. DIS operating under this contract must perform field visits as a part of their investigations as directed by the STD Program. Field Investigations will account for roughly 25% of the DIS's workload. DIS operating under this contract must coordinate and conduct field visits on a weekly basis.

19. The Grantee will implement PS immediately upon receipt of notification of diagnosis for syphilis and HIV.

20. The Grantee will perform other duties for a person living with HIV assigned by the IDOH Division of HIV, STD, Viral Hepatitis, on a person living with HIV residing in their service district.

21. DIS funded under this agreement will upload all DIS follow-up forms to the Supplemental Tab of the STD database prior to submitting case for closure.
22. DIS funded under this contract will have 90% of locatable sex and needle sharing partners to HIV and syphilis examined within 30 days of assignment.
23. The Grantee will link (by actively helping index patients with newly diagnosed or newly reported HIV infection to access medical care either directly or by linking them to HIV care coordination) 100% of locatable identified persons as infected with HIV to medical and care coordination services in their district.
24. The Grantee will correctly document 100% of all cases interviewed in the STD database and the Indiana EvaluationWeb©, no later than 72 hours after the original interview.
25. The Grantee will collaborate with internal and external partners involved in all aspects of PS, including ensuring that PS throughout the prevention and care continuum are available for all persons infected with HIV.
26. The Grantee must notify the STD Program of 100% of all communicable disease reports received on women who are syphilis cases, of any stage. The Grantee must update the STD Program about stalled investigations that may occur while investigating a pregnant female with positive serology for syphilis within 24 hours. The DIS will attempt to identify recent pregnancy testing on all females with positive serology for syphilis and document this in the STD database.
27. The Grantee will respond to quality assurance reviews as indicated in the quality assurance report. DIS operating under this contract are required to be present for Quality Assurance Reviews when they are scheduled with the STD Prevention Program staff. If a DIS is not able to be present for the review, IDOH needs to be notified at a minimum of ten (10) business days in advance to reschedule the event, or as soon as possible if there is an emergency.
28. The Grantee agrees to maintain client records in a secure and confidential manner. Computer systems containing client information must be protected with multiple passwords. Office equipment that is used for storing confidential materials must be locked when not in use. Providers must adopt and adhere to written policies and procedures which specify that client information is considered confidential, privileged information. The provider must possess a written policy which limits access to client records to only designated clinic staff. Release of information to entities other than those noted herein must be preceded by the written consent of the client or legal representative, except as

demanded under IDOH statutes. These policies and procedures must include provisions for discipline should violations occur. The Grantee agrees to sign user agreements and abide by STD program data policies of the STD database.

29. The Grantee agrees to have Internet access and meet system requirements required by the Indiana Office of Technology and Compliance when accessing STD database or EvaluationWeb© system.

30. The Grantee will have all DIS sign STD database user agreements and have them on file at the agency.

31. The Grantee agrees to submit all HIV materials (brochures, videos, promotional, etc.) used as educational materials to the HIV Program Review Panel for approval. The Grantee agrees to submit all STD materials (brochures, videos, promotional, etc.) used as educational materials to the STD Program for approval.

32. The Grantee will have all DIS and other service staff **funded** under this contract satisfactorily complete the trainings required by the STD Program's DIS Training Coordinator. These trainings will occur at the beginning of employment funded under this contract and will then occur intermittently throughout the employee's time of service that is funded under this contract. When personnel changes occur within the funded entity, new personnel who do not have the appropriate training are required to obtain it through the DIS Training Coordinator.

a. Service staff who are required to complete trainings from the STD Prevention Program, through the DIS Training Coordinator:

- i. Program Managers or Supervisors of DIS who are involved in reviewing or assisting in DIS casework, are assessing DIS data entry, or will be auditing DIS casework.
- ii. Staff who will be conducting chlamydia or gonorrhea data entry management or case management, but not necessarily disease intervention tactics.
- iii. Staff who will be participating in any Chlamydia/Gonorrhea Screening Program activities, including specimen handling and specimen data entry into LIMSNet.
- iv. Staff who will be seeing or assisting patients suspected of having STD infection more than 40% of their working time.

33. The Grantee will have all other service staff **not funded**, but directly involved in STD activities that are funded by this contract, are subject to satisfactorily complete the trainings at the discretion of the Prevention Program Director and/or STD Operations Manager. The need for trainings will be specific to the position and its involvement in activities funded by the STD

Prevention Program. These trainings will be delivered through the DIS Training Coordinator with the guidance of the Program Director or designee.

34. The Grantee will collaborate with the Prevention Program Director and/or Operations Manager as well as the DIS Training Coordinator to ensure all funded positions (and non-funded positions as directed by the Program Director) achieve satisfactory training within the time-period specified by the DIS Training Coordinator's specific plan for that position. This includes but is not limited to:

- a. Alerting the DIS Training Coordinator of the need to extend or adjust a training plan within a reasonable timeframe
- b. Review the training guides and materials provided by the DIS Training Coordinator
- c. Participating in training of DIS or staff as instructed by the DIS Training Coordinator. Some actions involved in this would include:
 - i. Receiving reports from the trainee about their progress
 - ii. Coaching, teaching, or advising the trainee on STD Program policies and procedures or required DIS skills
 - iii. Reviewing DIS data entry and case work for demonstration of understanding and correctness of work
 - iv. Providing observation or shadowing opportunities for the trainee
 - v. Observing the trainee conduct specific techniques or skills and provide feedback to the trainee about their performance
 - vi. Writing reports to the DIS Training Coordinator regarding the trainee's progress and technical assistance needs

35. The Grantee agrees if any funded positions fail to satisfactorily complete the required trainings (as deemed by the STD Program) after adequate intervention to enhance performance, the STD Prevention Program reserves the right to deny funding for that position as a temporary measure or to revoke the funding for the position entirely. If any nonfunded positions (who are directly involved in STD activities) fail to complete the trainings requested by the STD Director after adequate intervention, and it's determined by the STD Prevention Program that the trainings are a pre-requisite to the funded work the non-funded entity is participating in, the STD Prevention Program reserves the right to request that position not be involved in STD activities funded by the contract.

- a. Adequate intervention to enhance performance may include but is not limited to:
 - i. Assigned training sessions or webinars from the DIS Training Coordinator.
 - ii. Testing knowledge through case scenarios or quizzes from the DIS Training Coordinator.
 - iii. Real-time coaching session with technical assistance from the DIS Training Coordinator, a seasoned peer, or a Supervisor.
 - iv. Work Improvement Plans (may also be called a Performance Improvement

Plan) that are developed by the agency with the STD Program's assistance, if desired.

36. The Grantee will adhere to the training plan as determined by the DIS Training Coordinator and/or the STD Program Director/Operations Manager.
- a. DIS are required to complete the self-study modules, attend knowledge check-ins with the Coordinator, complete assigned training activities, and go through final Authorization Training within 16 weeks of date of hire. Training schedules for DIS may be extended after discussion with the STD Prevention Program and adequate intervention tactics. DIS are required to satisfactorily pass the knowledge check-ins in order to proceed with final Authorization.
 - i. DIS will be expected to take self-study modules from the National STD Curriculum, National HIV Curriculum, and Passport to Partner Services. DIS will take additional trainings from IN-Train, the Centers for Disease Control and Prevention, and harm reduction related trainings. The DIS is additionally required to be trained in specimen collection, which includes phlebotomy.
 - ii. DIS will be required to be trained in HIV testing and counseling, either through the STD Program's HIV Skills Building for DIS or through the IDOH's HIV Prevention testing training.
 - iii. DIS will be required to participate in shadowing experiences and then be observed completing their work during their training period.
 - iv. DIS will be provided a training schedule from the DIS Training Coordinator that outlines the self-study curriculum and additional activities of DIS work.

This training plan will culminate in the final Authorization Training. Authorization Training will either be given by the STD Prevention Program or a federally funded training center. Satisfactory completion of Authorization Training and approval from the STD Prevention Program permit a DIS to practice disease intervention and Partner Services in the State of Indiana.
 - b. Funded positions who are not DIS may be required to go through trainings from the National STD Curriculum, National HIV Curriculum, Passport to Partner Services, IN-Train, the Centers for Disease Control and Prevention, and harm reduction related trainings. Funded positions who are not DIS do not require Authorization Training but may require approval for data entry work or basic case management.
 - c. Non-funded positions who are directly involved in funded STD activities may be requested to go through trainings from the National STD Curriculum, National HIV Curriculum, Passport to Partner Services, IN-Train, the Centers for Disease Control and Prevention, and harm reduction related trainings. Non-funded positions do not require Authorization

Training but may require approval for data entry work or basic case management.

37. The Grantee will offer expertise, consultation, PS, and case investigation to local health departments and other entities pursuing outbreaks of STDs, HIV, Hepatitis C, and other infectious diseases, as directed by the Division of HIV/STD/Viral Hepatitis. If directed, the Grantee will assist in the response efforts and reimbursement will be arranged for these efforts.
38. The Grantee, if providing STD clinical and laboratory services, will comply with the CDC Program Operations Guidelines for STD Prevention, HIPPA regulations, as well as CDC's STD Treatment Guidelines.
39. The Grantee will complete the STD Quarterly Provider Report and email to the District's Program Prevention Liaison by the dates set forth by the program.
40. The Grantee will ensure all DIS are in attendance and participate on the quarterly statewide DIS conference calls. Any absences must be reported to the STD Program prior to the conference call.
41. The IDOH CT/GC Screening Program allots testing materials and medications that are expected to be used for at risk and un/underinsured clients outlined in the IDOH CT/GC Screening Program requirements. The Grantee will not deny STD services to those clients who are eligible but cannot pay local administrative fees.
42. DIS operating under this contract will adhere to all STD Prevention Program policies and procedures.
43. DIS operating under this contract will assist with STD PCHD grant requirements if assistance is requested by the IDOH STD Prevention Program.
44. DIS operating under this contract will submit 100% of all confirmed syphilis and HIV cases for IDOH STD Prevention Specialist review within 2 business days of completing the original interview with the client prior to closure in the STD database to ensure quality and compliance with CDC's recommendations.
45. The Grantee will ensure all syphilis cases are reviewed monthly, at a minimum, for quality assurance purposes by an area manager or trained program staff. The IDOH STD Prevention Program will train any local staff to review these cases if requested.

46. The Grantee will be required to submit a **monthly** STD invoice, appropriate supporting documentation, and STD Tracking Spreadsheet to the STD Prevention Program inbox (STD@isdh.in.gov) by the 15th of each month for the previous month's expenditures. These invoices will be reviewed and approved by the STD Operation's Manager to ensure the funds claimed on the invoice are being spent in a manner that is consistent with this contractual agreement. Once approved the invoice will then be sent to IDOH Finance Division for payment.

- a. Appropriate supporting documentation that justifies the expenses and amounts billed for that month's invoice includes but is not limited to the following:
- i. Personnel
 - ii. Fringe
 - iii. DIS Travel (including mileage, conference registration, out of state travel (flight/hotel receipts).
 - iv. Supplies (not included in the outreach supply website)
 - v. Rent
 - vi. Utilities (itemized)
 - vii. Consultant (itemized)
 - viii. Contractual (itemized)
 - ix. Miscellaneous expenses such as; advertising, promotion, education brochures, personal healthcare, printing, etc.

49. The Grantee will be responsible for ensuring the agency receives payment of the STD Invoice they submitted to the STD Prevention Program within 30 days of submission. The STD Prevention Program is not responsible for ensuring the agency themselves receives payment.

50. The Grantee will be required to develop their own process for reconciliation of STD Invoices submitted within the grant period. If the agency identifies they have been unpaid for a STD Invoice, they will work with the program to rectify this invoice. The STD Prevention Program will be unable to perform any reconciliation for STD Invoices submitted 60 days past the end of this grant period.

51. In the instance of a Public Health Emergency (PHE), it is acceptable for DIS to be reassigned within or outside of their DIS District to assist in other public health duties. If DIS are reassigned, the agency may use federal funding provided by the STD Program for Public Health Emergency's. An agency must be able to track and account for DIS time spent on this PHE each week and submit this report to the STD Program on a weekly basis.

ATTACHMENT B
Monroe County Health Department
PCHD STD- Supplemental

The Grantee's expected budget includes the following approximated costs:

Personnel	\$60,000
Fringe	\$50,000
Supplies	\$30,000
Travel	\$
Consultant	\$
Contractual	\$
Equipment	\$
Other	\$30,000
Subtotal	\$170,000
TOTAL	\$170,000

Process

Attachment C: Federal Funding

Federal Agency: Department of Health and Human Services

CFDA Number: 93.977

Award Number: 6 NH25PS005139

Award Name: Preventative Health Services Sexually Transmitted Diseases Control Grants

1) Incorporation

This award is based on the application, as approved, the Indiana Department of Health (IDOH) submitted to the Department of Health and Human Services relating to the program and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a) The grant program legislation and program regulation by statutory authority as provided for this program and all other referenced codes and regulations.
- b) 2 CFR Subtitle A, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c) The HHS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period. (Parts I through III of the HHS GPS are currently available at <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>.)

The Contractor or Grantee (as defined in the Contract or Grant Agreement) must comply with all terms and conditions outlined in the grant award, including grant policy terms and conditions contained in applicable Grant Policy Statements; requirements imposed by program statutes and regulations and grant administration regulations, as applicable; and any regulations or limitations in any applicable appropriations acts.

2) Anti-kickback Statute

The Contractor or Grantee is subject to the anti-kickback statute and should be cognizant of the risk of criminal and administrative liability under this statute, 42 U.S.C. § 1320a-7b(b).

3) Victims of Trafficking and Violence Protection Act

The Contractor or Grantee is subject to the requirements of Section 106(g) of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 U.S.C. § 7104).

4) Accessibility of Services

Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), and any provisions required by the implementing regulations of the Federal Agency providing the funds. Resources are available at <http://www.justice.gov/crt/about/cor/coord/titlevi.php>.

Executive Order 13166 requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency have meaningful access to services. Resources are available at <http://www.lep.gov/13166/eo13166.html>.

5) Federal Information Security Management Act (FISMA)

The Contractor or Grantee must protect all information systems, electronic or hard copy which contains federal data from unauthorized access. Congress and the Office of Management and Budget (OMB) have instituted laws, policies, and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. Resources are available at <http://csrc.nist.gov/groups/SMA/fisma/index.html>.

6) Registration Requirements

The Contractor or Grantee must register in the System for Award Management (SAM) and maintain the registration with current information. Additional information about registration procedures may be found at www.sam.gov. The entity must maintain the accuracy and currency of its information in SAM at all times during which the entity has an active award unless the entity is exempt from this requirement under 2 CFR Subtitle A, Chapter II, Part 200. Additionally, the entity must review and update the information at least annually after the initial registration.

7) Non-Delinquency on Federal Debt

Contractor or Grantee is subject to the Federal Debt Collection Procedures Act of 1990, 28 U.S.C. § 3201(e), which imposes restrictions on the transfer of federal funds to persons or entities owing a debt to the United States.

8) Federal Funds Disclosure Requirements

Any of the entity's statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs supported in whole or in part by federal funds must state a) the percentage of the total costs of the program or project with federal financing; b) the amount of federal funds for the project or program; and c) the percentage and dollar amount of the total costs of the project or program financed by nongovernmental sources. "Nongovernmental sources" means sources other than state and local governments and federally recognized Indian tribes.

Publications, journal articles, etc. produced under a grant support project must bear an acknowledgment and disclaimer, as appropriate, for example:

This publication (journal article, etc.) was supported by the Preventative Health Services Sexually Transmitted Diseases Control Grants from Department of Health and Human Services. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department of Health and Human Services.

9) Equipment and Products

To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made. 2 CFR Subtitle A, Chapter II, Part 200.33 and 200.313 defines equipment as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.

The grantee may use its own property management standards and procedures provided it observes provisions of the relevant sections in the Office of Management and Budget (OMB) 2 CFR Subtitle A, Chapter II, Part 200.500-520.

10) Federal Funding Accountability and Transparency Act (FFATA)

In order for IDOH to comply with federal reporting requirements, Contractor or Grantee must complete, in its entirety, the form, titled Transparency Reporting Subawardee Questionnaire. If the pre-populated information in the form regarding Contractor or Grantee is incorrect, Contractor or Grantee should strike the incorrect information and enter the correct information. IDOH will send the form via e-mail.

11) Federal Lobbying Requirements

- a) The Contractor certifies that to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, contract, loan, or cooperative agreement, the Contractor shall complete and submit "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c) The Contractor shall require that the language of subparagraphs A) and B) be included in the language of all subcontracts and that all subcontractors shall certify and disclose accordingly.

For more information, please contact the IDOH Division of Finance.

Attachment D

Annual Financial Report for Non-governmental Entities

Guidelines for filing the annual financial report:

1. Filing an annual financial report called an Entity Annual Report (E-1) is required by IC 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
 - a. There is no filing fee to do this.
 - b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
 - c. The E-1 electronic submission site is found at <https://gateway.ifonline.org/login.aspx>
 - d. The Gateway User Guide is found at <https://gateway.ifonline.org/userguides/E1guide>
 - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
 - f. Login credentials for filing the E-1 and additional information can be obtained using the notforprofit@sboa.in.gov email address.
2. A tutorial on completing Form E-1 online is available at https://www.youtube.com/watch?time_continue=87&v=nPpqtPcdUcs
3. Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 03/16/2022

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

Matrix Integration labor to assist with WAN work at NAPA early voting site.

Vendor #

003244

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: CCD

Fund Number: 1138-30025

Amount: Not to exceed \$5000

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:

Labor from Matrix Integration to assist Technical Services Department with establishing an encrypted wide area network node at the old Napa building. Labor to be billed hourly at \$125 /hour

Person Presenting: Eric Evans

Department: TSD

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

Attorney who reviewed: []

Submitted by: Eric Evans

Date: 03/11/2022

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 Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

The purpose of this text amendment is to add "Scrap Metal Processing Facility" as a permitted use only in the Heavy Industrial (HI) zone. The amendment will include a definition that is aligned with the Indiana State Statute, and also places standards on the permitted use, which includes the following: "The facility is accessed and served by road infrastructure sufficient to safely transport scrap metal by truck bed, trailer, or semi-trailer and is sufficiently buffered by natural objects, plantings, fences, or other appropriate means so it is substantially screened from the main-traveled way of the system. The outdoor storage area shall be limited to 100,000 square feet or less and be located in an area that complies with the buildable area provision in Chapter 804-4(E)." The need for this text amendment is due to the fact that scrap metal recycling is not considered solid waste by IDEM or the Solid Waste District, and therefore, there is a gap in our ordinance. If a business desires to change their use to the Scrap Metal Processing Facility use, they would have to meet the requirements of the ordinance proposed here, and apply for a site plan that is reviewed by Stormwater, Highway, Planning, and Health Departments.

Update - Edits proposed by staff include excluding "acceptance of "White Goods" that by design incorporate Freon-containing components."
"off-site remelting" was added so that this type of processing does not occur on-site with this use.
The condition: "Storage area must be on an asphalt or concrete surface and must have a riparian buffer zone of least 100' from each side of all intermittent and perennial streams as referenced in Chapter 825-3(B)" was also added.

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

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text" value="Jackie Nester Jelen"/>	<input type="text"/>

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

Attorney who reviewed:

ORDINANCE NUMBER 2022-3

The purpose of this ordinance is to amend the Monroe County Zoning Ordinance by amending the text in **Chapter 802- Zones and Permitted Uses** by adding **Scrap Metal Processing Facility** as a permitted use in the **Heavy Industrial (HI) District**:

WHEREAS, Indiana Code 36-7-4-601 authorizes the Board of Commissioners of the County of Monroe, Indiana (Board of Commissioners), to adopt planning and zoning ordinances and amendments thereto, including maps, for the following purposes: securing adequate light, air, convenience of access, and safety from fire, flood, and other danger; lessening or avoiding congestion in public ways; promoting the public health, safety, comfort, morals, convenience, and general welfare; and otherwise accomplishing the purposes of Indiana Code Chapter 36-7-4;

WHEREAS, the Board of Commissioners adopted a comprehensive replacement Monroe County Zoning Ordinance on December 20, 1996 through the passage of Ordinance 96-36 and have subsequently amended that zoning ordinance (“Zoning Ordinance”);

WHEREAS, Indiana Code 36-7-4-602 authorizes local plan commissions to prepare, conduct public hearings on, approve and certify planning and zoning ordinances, and amendments thereto, for consideration by the Board of Commissioners;

WHEREAS, the Monroe County Plan Commission (Plan Commission) prepared amendments to Chapter 802- Zones and Permitted Uses –Use Table of the Zoning Ordinance, which it deemed necessary and advisable to promote the public health, safety, and general welfare within the County Jurisdictional Area;

WHEREAS, the Plan Commission advertised for and conducted a public hearing on the proposed amendments to Chapter 802- Zones and Permitted Uses –Use Table at its January 18, 2022 meeting;

WHEREAS, following the public hearing, the Plan Commission voted to forward the proposed amendments to Chapter 802- Zones and Permitted Uses –Use Table to the Board of Commissioners with a **favorable** recommendation;

WHEREAS, the Plan Commission certified the proposed amendments to Chapter 802- Zones and Permitted Uses –Use Table and forwarded its recommendation thereon to the Board of Commissioners for consideration pursuant to Indiana Code Sections 36-7-4-602 through 605;

WHEREAS, in accordance with Indiana 5-14-1.5-5, the Board of Commissioners provided public notice of its intention to consider the proposed amendments to Chapter 802- Zones and Permitted Uses –Use Table and accepted public comments on the proposed amendments to Chapter 802- Zones and Permitted Uses –Use Table during its _____ meeting;

WHEREAS, based on public comment received by the Plan Commission and the Board of Commissioners, the Board of Commissioners finds that the proposed amendments to Chapter 802- Zones and Permitted Uses –Use Table if adopted, would reasonably and efficiently advance the

statutorily recognized zoning ordinance purposes, which include, among other purposes, the promotion of the health, safety, morals, convenience, order, and general welfare of the citizens of Monroe County, Indiana, and that the proposed amendments should be adopted;

WHEREAS, the Board of Commissioners finds and confirms that in the preparation and/or consideration of the proposed amendments to Chapter 802- Zones and Permitted Uses –Use Table, both the Board of Commissioners and the Plan Commission gave reasonable regard to: the Comprehensive Land Use Plan of Monroe County, Indiana; current conditions and the character of current structures and uses in each district; the most desirable use for which the land in each district is adapted; the conservation of property values throughout the jurisdiction; and responsible development and growth;

NOW, THEREFORE, be it resolved by the Board of Commissioners as follows:

Section I. Monroe County Zoning Ordinance Chapter 802-5 (8) shall be, and hereby is, amended by adding the following use definition to the list of **Manufacturing, Mining, Construction, and Industrial Uses**:

Scrap Metal Processing Facility. Means an establishment having facilities for processing iron, steel, [ferrous metal](#), ~~or~~and nonferrous metal and whose principal product is scrap iron, steel, or scrap for sale for [off-site](#) remelting purposes only. (Ref Burns Ind. Code Ann. § 8-23-1-36). Does not include “Automotive salvage recycler”, “Automobile scrapyards”, “Hulk crusher”, “Mobile home salvaging facilities”, “Vehicle disposal facility” [as defined by Indiana Code/Regulation/Rule, as well as the acceptance of “White Goods” that by design incorporate Freon-containing components.](#) ~~as defined by Indiana Code/Regulation/Rule.~~

Section II. Monroe County Zoning Ordinance Chapter 802- Zones and Permitted Uses -- Use Table shall be, and hereby is, amended by making **Scrap Metal Processing Facility** a high-intensity permitted use in the Heavy Industrial (HI) District subject to Condition 58.

Manufacturing, Mining Construction and Industrial	i	AG	FR	CR	ER	LR	SR	MR	HR	UR	LB	GB	LI	HI	IP	ME	REC	Condition
Scrap Metal Processing Facility	H													P				58

Condition 58. The facility is accessed and served by road infrastructure sufficient to safely transport scrap metal by truck bed, trailer, or semi-trailer and is sufficiently buffered by natural objects, plantings, fences, or other appropriate means so it is substantially screened from the main-traveled way of the system. The outdoor storage area shall be limited to 100,000 square feet or less and be located in an area that complies with the buildable area provision in Chapter 804-4(E). [Storage area must be on an asphalt or concrete surface and must have a riparian buffer zone of least 100' from each side of all intermittent and perennial streams as referenced in Chapter 825-3\(B\).](#)

Section III. Effective Date.

This ordinance shall be in full force and effect upon passage.

SO APPROVED AND ADOPTED by the Board of Commissioners of the County of Monroe, Indiana, this ____ day of _____, 2022.

BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA

"Yes" Votes

"No" Votes

Julie Thomas, President

Julie Thomas, President

Lee Jones, Commissioner

Lee Jones, Commissioner

Penny Githens, Vice President

Penny Githens, Vice President

Attest:

Catherine Smith, Monroe County Auditor

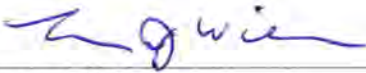
**OFFICE OF
MONROE COUNTY PLAN COMMISSION
501 N Morton Street, Suite 224
BLOOMINGTON, IN 47404**

TO: THE COMMISSIONERS OF MONROE COUNTY, INDIANA

CERTIFICATION

I, Larry Wilson, hereby certify that during its meeting on January 18, 2022, the Monroe County Plan Commission considered petition # ZOA-21-13 for an amendment (Ordinance # 2022-3) to the Monroe County Zoning Ordinance and made a positive recommendation to approve thereon, based on the findings, Highway and MS4 Coordinator reports, with a vote of 7-0.

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



Larry J. Wilson
Planning Director

2-03-2022

Date



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

The Monroe County Zoning Ordinance is amended to rezone one (1) 30.45 +/- acre parcel in Section 32 of Perry Township at 405 W Dillman Rd, parcel #: 53-08-32-300-009.001-008, from Mineral Extraction (ME) to Heavy Industrial (HI).

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

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text" value="Larry Parsons, Bedford Recycling
Andy Knust, Engineer/Representative"/>	<input type="text"/>

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

Attorney who reviewed:

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


TO: THE COMMISSIONERS OF MONROE COUNTY, INDIANA

C E R T I F I C A T I O N

I, Larry Wilson, hereby certify that during its meeting on February 15th, 2022 the Monroe County Plan Commission considered Petition No. REZ-22-1 for a Zoning Map Amendment (Ordinance No. 2022-05) 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 6-2 including the following conditions:

1. Business owner to submit a statement for how the site will be cleaned up in the event of closure for Planning staff review.

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



Larry Wilson
Planning Director

2-16-2022
Date

ORDINANCE NO. 2022-05

Bedford Recycling 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) 30.45 +/- acre parcel in Section 32 of Perry Township at 405 W Dillman Rd, parcel #: 53-08-32-300-009.001-008, from Mineral Extraction (ME) to Heavy Industrial (HI) zoning district with the following condition:

1. Business owner to submit a statement for how the site will be cleaned up in the event of closure for Planning staff review.

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 ____ day of _____ 2022.

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

CASE NUMBER	REZ-22-1
PLANNER	Jackie Nester Jelen
PETITIONER	Monroe County Plan Commission
REQUEST	Rezone from Mineral Extraction (ME) to Heavy Industrial (HI)
ADDRESS	405 W Dillman Rd, 53-08-32-300-009.001-008
ACRES	30.45 +/-
ZONE	ME
TOWNSHIP	Perry Township
SECTION	32
PLATS	Indiana Limestone Minor Subdivision, Lot 1
COMP PLAN	Farm and Forest
DESIGNATION	

EXHIBITS

1. Overall Site Plan
2. Indiana Limestone Minor Subdivision Plat
3. Bedford, IN – Letter of Support
4. Decommission statement by owner Larry Parsons
5. **Drainage Board Summary**
6. **Bedford Recycling in Bedford, IN - IDEM Compliance, Permitting, and Inspection Reports – hyperlinked**

RECOMMENDED MOTION

Staff recommends forwarding a **favorable recommendation** for the rezone request from Mineral Extraction (ME) to Heavy Industrial (HI) based on the findings of fact, subject to the Monroe County Highway and MS4 Coordinator reports with the following condition:

1. Business owner to submit a statement for how the site will be cleaned up in the event of closure for Planning staff review.

PLAN COMMISSION MEETING 1/18/2022 SUMMARY

This site – 405 W Dillman – was previously taken to the Board of Zoning Appeals as a Conditional Use for a “Central Garbage/Rubbish Removal” facility on 9/1/2021 because the Ordinance does not have a specific scrap metal recycling use. IDEM, the Solid Waste District, and the Solid Waste Board all stated that the use as described by Bedford Recycling does not meet the definition of “solid waste” and therefore the use as solid waste facility does not fit the intended use of the property. Therefore, a text amendment is needed to identify this unique use. At the January 18, 2022 Plan Commission meeting, the text amendment to add “Scrap Metal Processing Facility” as a use to the ordinance was given a favorable recommendation to the County Commissioners.

The questions posed by the Plan Commission included:

1. **Would you be willing to put together a decommission plan?**
See exhibit #4.

NOTE: decommission plans are typically in place for nuclear power plants. There is something known as a closure plan by the EPA (link as a reference here: <https://www.epa.gov/hwpermitting/closure-and-post-closure-care-requirements-hazardous-waste-treatment-storage-and#plans>) that has a basis in hazardous waste disposal facilities. As the petitioner states in Exhibit 4, this is not a hazardous waste, or even a solid waste, facility.

2. **Would you be willing to commit to an open space that limits further expansion on the property?**
Per the owner: The scrap metal recycling will not expand on the property, but the rest of the site may be utilized for future business or possibly subdivided and utilized further. As such, the owners respectfully request to not be limited to a certain open space above the HI threshold (20% open space).

3. How will the petitioner deal with materials that enter the site that are not proposed to be permitted under the Scrap Metal Processing Facility text amendment?

Manufactured homes and vehicles would not be accepted past the gate, and any trash would be transferred to Republic Services. If it were to escalate and someone would try to leave their vehicle at the site, we would call the police and have the car removed.

4. Has this gone to Drainage Board/been reviewed by Drainage Board? KT: Not yet as this is a rezone and the petitioner has not yet supplied a preliminary drainage report at this time.

Andy Knusy, BRCJ, states they will be putting together the drainage plan over the next couple of months. Consultants out of Nashville TN that works on stormwater issues (Rule 6). BRCJ would assist with the CSGP (formerly Rule 5).

Stormwater – must sample runoff from the property periodically in Bedford. They take samples and they get tested that the water meets standards. File an annual report. Had no issues with the Bedford site for 15 years. This site will be better than the Bedford site because there will be pavement (as opposed to gravel at Bedford site) and the site plan will be more comprehensive from the start. Oil separator and other features are designed in the forefront.

TER: would like to see this go to Drainage Board prior to rezone.

5. To what extent does this rezone interfere with current mineral extraction in the area and is it still actively generating blocks through mineral extraction, dimensional mill blocks, etc. The site has never been quarried. It is used as a buffer and for storage. There are several other properties in the township that are still zoned Mineral Extraction.

Per the petitioner's representative Patrick Ziepol: It is one large site with limestone spoils; the site will be utilized as base gravel and then asphalt on top. They plan to grade the area and use the graded surface to locate its facility as the future building site.

6. What happens if this particular site grows or scales up? The petitioner would be required to submit for a site plan amendment. According to the owner, Larry Parsons: "this site will likely meet their needs for the long term and they do not anticipate a future expansion [of the scrap metal recycling facility]."
7. Has the petitioner completed a karst study on the property? BRCJ did a full topographic survey. No karst features were identified. However, staff does not have a specific karst study for the property at this time.
8. Can the petitioner speak to the nature of the Bedford Recycling facility in Bedford and how that may compare to what is proposed here in Monroe County? This facility will process and bale non-ferrous materials and transfer ferrous materials to the Bedford site for processing. The site will be a consumer of products, meaning that they will purchase whatever comes into the site. Since everything coming into the site will be purchased, the petitioner states that if this location were to go out of business, everything on-site would retain some level of value because it was purchased and therefore, still would have value. The owner does not foresee leaving metal on the site because it would not be in their financial interest and the site would need to be cleaned up in order to transfer the property.
9. Has there been environmental issues associated with your other business locations?
Staff requested any reports from IDEM on 2/7/2022. Waiting to hear back from the contact (Eric Roberts in Stormwater). The owner states that they do not have any known IDEM violations at their Bedford site.
10. What happens if the business shuts down – who is responsible for cleanup of the site?

See Exhibit #4. Scrap metal that is profitable would be sold. Only items brought on site are purchased and therefore it can be assumed that if they went out of business, all items could be sold and be brought off site.

11. There is a current “dumping easement” on the minor subdivision plat in the area where the facility is proposed – has that been vacated? The dumping easement has been vacated as of 12/28/2021.

12. According to the FWS map, there is a wetland feature on the site. Has this been evaluated via a wetland delineation?

Not at this time.

13. Basic information about the business model?

Bedford Recycling compares themselves to wanting a business model like JB Salvage, which includes appliances, vehicles, and metal collection. They would largely transfer ferrous metals to the Bedford site. All non-ferrous metals will be handled inside the building. Planning staff discussed with the owner that the collection of automobiles would not be acceptable under the new text amendment. They understood the text amendment and would like to see it later amended to add vehicle collection. The owner, Larry Parsons, states that they will have the latest technology to safely recycle vehicles and drain them of all fluids. Larry stated it is a need for the County to have a facility that safely recycles vehicles.

The text amendment states no vehicles, and therefore if the text amendment is adopted as proposed to the Commissioners, the petitioner would have an enforcement issue if vehicles were accepted. Planning staff has communicated this on a number of occasions.

Additionally, state permits are required for automotive salvaging; part of the state licensing requires an affidavit by Planning staff, which would not be signed if the text amendment as proposed goes in effect (does not allow automotive salvaging/recycling).

SUMMARY

The petitioner is seeking rezone of this parcel to Heavy Industrial.

Separately, a text amendment for a Scrap Metal Processing Facility is being proposed. If approved, it would allow for the use only in the Heavy Industrial zoning district. The petitioner would like to utilize the Scrap Metal Processing Facility if the text amendment is approved by the Commissioners and if the rezone request is fulfilled.

BACKGROUND

The petition site is 30.45 +/- acres in Perry Township, Section 32 and is currently vacant. The petitioner is proposing to develop a scrap metal recycling transfer center in Monroe County.

The petitioner’s representative, Andy Knust of Smith Design Group, Board of Zoning Appeals meeting 09/01/2021: “the facility that we are proposing here doesn’t handle solid waste. What it does is handle ferrous and nonferrous metals for recycling. It is essentially a scrap yard. They will accept metal both ferrous and nonferrous from the general public and process it, sort it at the facility and send it on for further processing at other facilities. The only materials that will be handled there are metals. They won’t be accepting like general household waste or, you know, hazardous materials or anything that meets the definitions of solid wastes.”

The proposed text amendment that is not yet formally adopted for the Scrap Metal Processing Facility defines the use as the following:

“Means an establishment having facilities for processing iron, steel, or nonferrous metal and whose principal product is scrap iron, steel, or scrap for sale for remelting purposes only. (Ref Burns Ind. Code Ann. § 8-23-1-36). Does not include “Automotive salvage recycler”, “Automobile scrapyards”, “Hulk crusher”, “Mobile home salvaging facilities”, “Vehicle disposal facility” as defined by Indiana Code/Regulation/Rule.”

In addition, there is one condition

Condition 58. The facility is accessed and served by road infrastructure sufficient to safely transport scrap metal by truck bed, trailer, or semi-trailer and is sufficiently buffered by natural objects, plantings, fences, or other appropriate means so it is substantially screened from the main-traveled way of the system. The outdoor storage area shall be limited to 100,000 square feet or less and be located in an area that complies with the buildable area provision in Chapter 804-4(E).

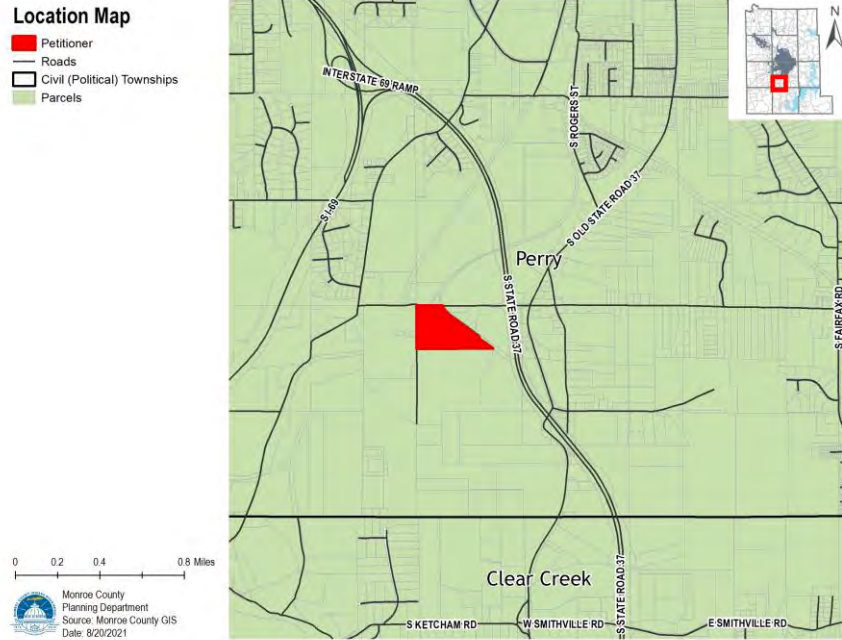
The petitioner will be required to submit an official commercial site plan to the Planning Department per the requirements of Chapter 815. The petitioner submitted a draft site plan (Exhibit 1). The draft site plan outlines site development that includes:

- 25,000 sq. ft. non-ferrous metals building
- 1,536 sq. ft. office building
- 1,536 sq. ft. maintenance building
- Paved parking area
- 100,000 sq. ft. paved outdoor storage yard

The entire site will be screened with a 8' chain link privacy fencing. All commercial site plan details and requirements will be evaluated administratively by Planning Staff during the site plan review stage.

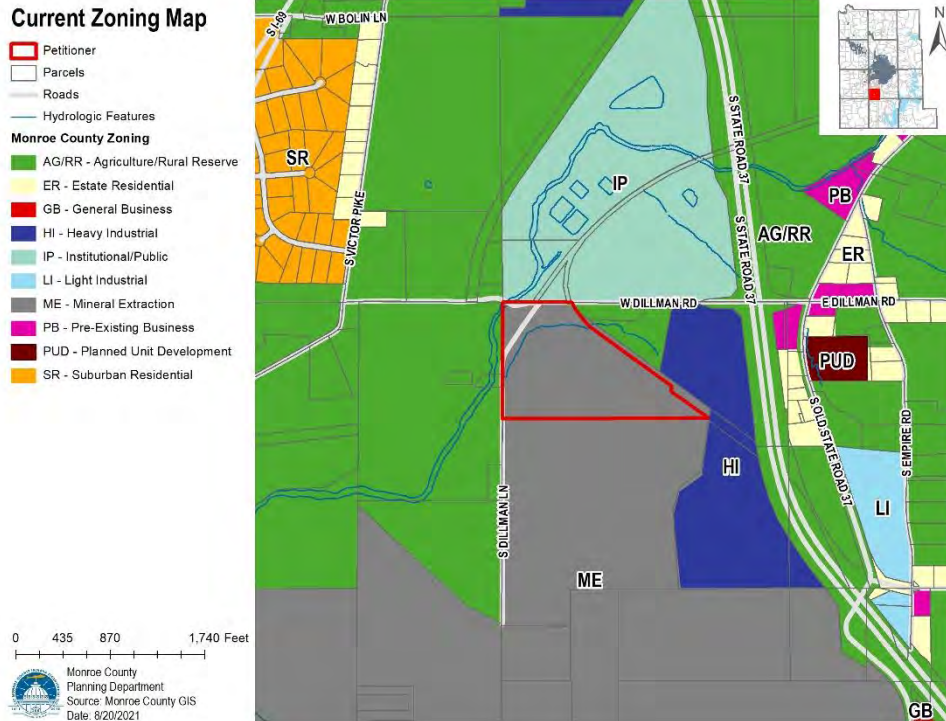
LOCATION MAP

The property is located at 405 E Dillman RD in Perry Township, Section 32 at parcel no. 53-08-32-300-009.001-008.



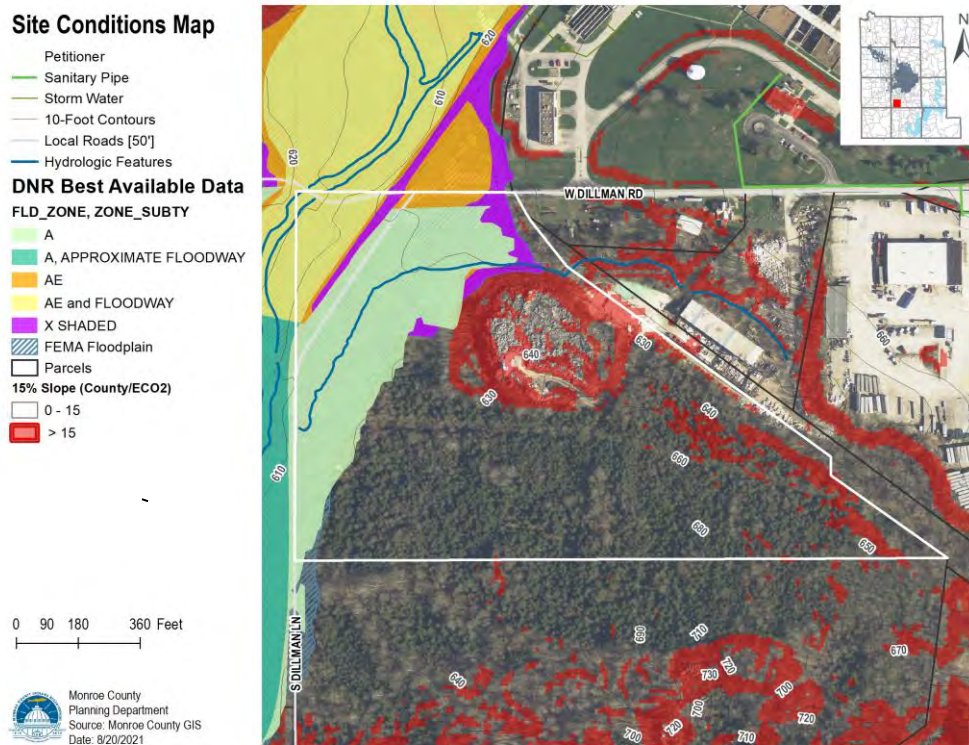
ZONING AND LAND USE

The petition site is zoned Mineral Extraction (ME). Properties adjacent to the North are zoned Institutional/Public (IP), i.e. Dillman Wastewater Treatment Plant. Properties adjacent to the East are zoned either Heavy Industrial (HI), or Agriculture/Rural Reserve (AG/RR). Properties adjacent to the South are also zoned Mineral Extraction (ME). Properties adjacent to the West are zoned AG/RR. Much of the area is a mix of mineral extraction, industrial and commercial type land uses with some residential properties in the surrounding area to the west.



SITE CONDITIONS

The petition site is currently undeveloped with a quarry/mineral extraction use. Located on the site is also a dumping easement granted to an adjacent property. The site receives access from W Dillman RD (a local road). There are no known karst features. There is floodplain located to the west but does not interfere with the proposed facility locations. Per the recorded Indiana Limestone Minor Subdivision, the access driveway meets all FEMA requirements.



INFRASTRUCTURE AND ACCESS

The petition site has access to CBU water and would utilize a commercial septic system (see Exhibit 5). The petition site is accessed via W Dillman RD, which is designated a local road according to the Monroe County Thoroughfare Plan and has 50' of dedicated right-of-way.

SITE PHOTOS



Image 1. Aerial pictometry looking north.



Image 2. Aerial pictometry looking north.



Image 3. View looking west along NE S Dillman Ln



Image 4. View along W Dillman Rd

COMPREHENSIVE PLAN DISCUSSION

The petition site is located within the Monroe County Comprehensive Plan Farm and Forest Residential zone designation.

Farm and Forest Residential

Much of Monroe County is still covered by hardwood forests, in no small part because of the presence of the Hoosier National Forest, Morgan-Monroe State Forest, Army Corps of Engineers properties, and Griffy Nature Preserve. Much of the low lying floodplains and relatively flat uplands have been farmed for well over 100 years. These areas are sparsely populated and offer very low density residential opportunities because of both adjoining Vulnerable Lands and the lack of infrastructure necessary for additional residential density. This category encompasses approximately 148,000 acres including about 40,000 acres of our best agricultural property located primarily in the Bean-Blossom bottoms and western uplands of Richland Township and Indian Creek Township. It includes private holdings within the state and federal forests.

Farm and Forest Residential also includes the environmentally sensitive watersheds of Monroe Reservoir, Lake Lemon, and Lake Griffy and several other large vulnerable natural features in Monroe County. There are approximately 78,000 acres of watershed area in this portion of the Farm and Forest Residential category. These natural features provide a low density residential option while protecting the lakes and the water supply resources of the County. The Farm and Forest areas comprise most of the Vulnerable Land in Monroe County.

A low residential density is necessary in order to protect associated and adjoining Vulnerable Lands and to sustain particular “quality of life” and “lifestyle” opportunities for the long-term in a sparsely populated, scenic setting. With a few exceptions like The Pointe development on Monroe Reservoir, these areas do not have sanitary sewer services and have limited access on narrow, winding roadways. Those portions not already used for agriculture are usually heavily forested and have rugged topography. They offer unique and sustainable residential opportunities that cannot be replaced. In reviewing rezoning, subdivision and site development proposals, the County Plan Commission shall consider the following:

- Public services or improvements are not expected for these areas within the horizon of this Plan because those improvements require significant investment in roadways, sanitary sewer, private utilities, and public services for which County financial resources do not exist.
- New residential density places additional stress on nearby vulnerable natural features that cannot be mitigated by sustainable practices without additional public expense.
- Low density residential opportunities and their associated lifestyle are scarce resources that are sustained only by our willingness to protect that quality of life opportunity for residents who have previously made that lifestyle choice and for future residents seeking that lifestyle.

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.

FINDINGS OF FACT - REZONE

In preparing and considering proposals to amend the text or maps of this Zoning Ordinance, the Plan Commission and the Board of County Commissioners shall pay reasonable regard to:

(A) The Comprehensive Plan;

Findings:

- The Comprehensive Plan designates the petition site as Farm and Forest;
- The site is surrounded by other heavy industrial uses: Republic Services Inc, stone cutting facility, tire and supply facility, CBU's wastewater treatment facility, and a convenience store with gasoline sales;
- The property was previously a quarry;
- The property is currently zoned Mineral Extraction (ME);

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

Findings:

- See Findings under Section A;
- The rezone request is from Mineral Extraction (ME) to Heavy Industrial (HI);
- The nearest residential home is over 500 feet from the boundary of the parcel;

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

Findings:

- See Findings under Section A and Section B;
- The site contains some buildable area (slopes 15% and under). The area over 15% slope is part of the old quarry and is likely manmade;
- The proposed development location is not located in FEMA Floodplain or floodplain as illustrated by the DNR best available data;

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

Findings:

- Property value tends to be subjective;
- The effect of the approval of the rezone on property values is difficult to determine;

(E) Responsible development and growth.

Findings:

- See Findings under Section A, Section B, and Section C;
- Access is off of E Dillman Rd;
- According to the Monroe County Thoroughfare Plan, E Dillman Rd is classified as a Local road in this area;

EXHIBIT 1: Overall Site Plan (northern location)



GENERAL NOTES

PLAN NOTES



**PRELIMINARY
NOT FOR
CONSTRUCTION**

BEDFORD RECYCLING
Dillman Road
Bloomington, IN
BRCJ Project No: 10397

SITE IMPROVEMENT PLAN



Date:	08/01/2021
Rev. #:	001 PRELIMINARY
REVISION SCHEDULE	
Rev. #:	Rev. Description Issue Date

LEGEND

- LIMITS OF NEW ASPHALT PAVING
- LIMITS OF NEW CONCRETE PAVING

Drawn By: JSM
Designed By: JSM
Checked By: AKR

C401

EXHIBIT 1 (continued): Overall Site Plan (southern location)



GENERAL NOTES

PLAN NOTES



PRELIMINARY
NOT FOR
CONSTRUCTION

BEDFORD RECYCLING

Street Address
City, State ZIP
BRCJ Project No: 10397

SITE IMPROVEMENT PLAN



Date: 07-12-2021
NOT FOR CONSTRUCTION

REVISION SCHEDULE		
Rev. #	Rev. Description	Issue Date

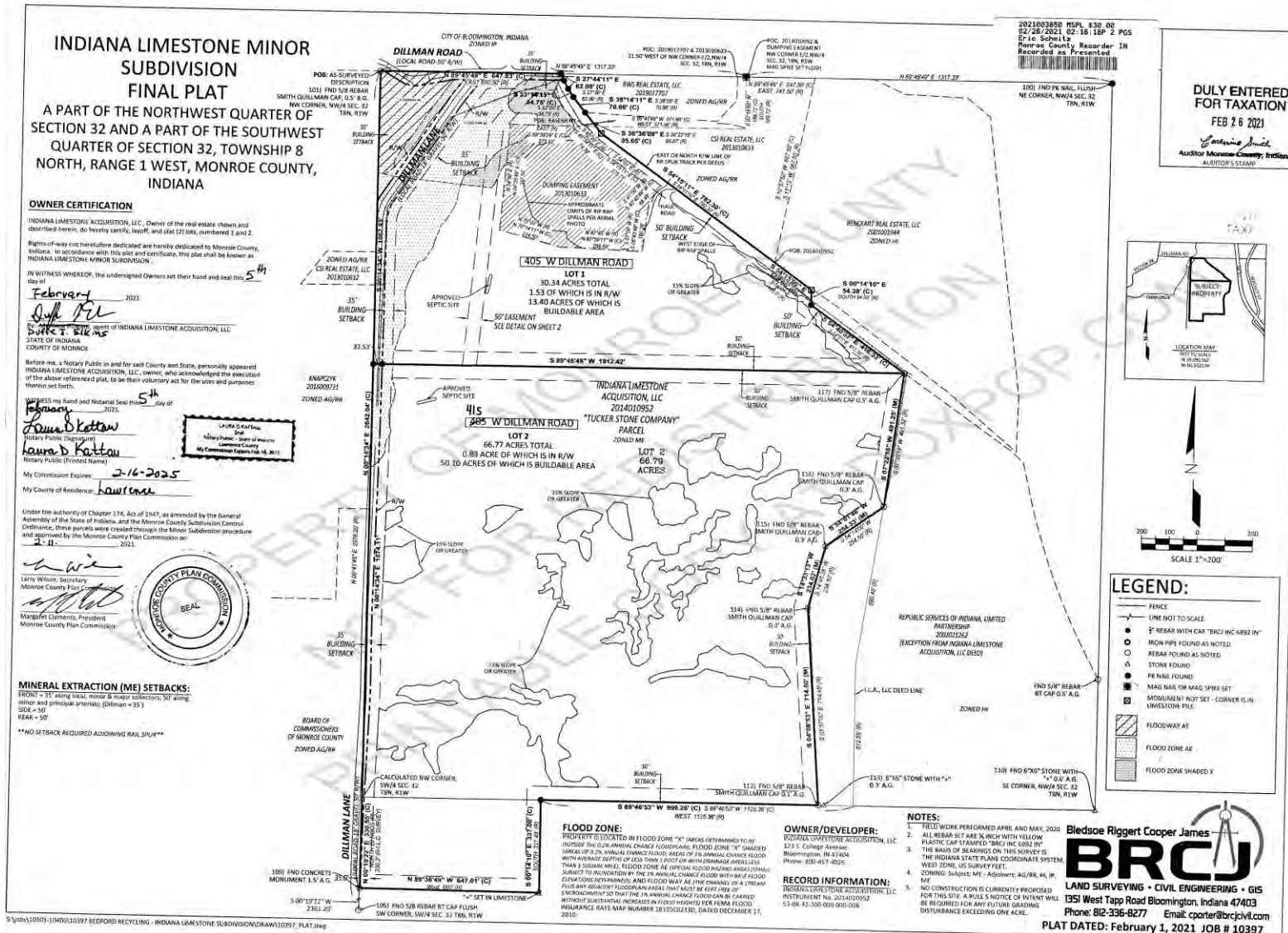
LEGEND

- LIMITS OF NEW ASPHALT SIDEPATH
- LIMITS OF NEW 4" THICK CONCRETE PARKING
- PARKING STRIPING 2" O.C.
- LIMITS OF ASPHALT PAVEMENT PATCH

Drawn By: XXX
Designed By: XXX
Checked By: XXX

C401

EXHIBIT 2: Indiana Limestone Minor Subdivision Plat – Final and Preliminary Plat



PRELIMINARY PLAT
BEDFORD RECYCLING - INDIANA
LIMESTONE SUBDIVISION
 MINOR SUBDIVISION
 A PART OF THE NORTHWEST
 QUARTER OF SECTION 32 AND A PART OF THE
 SOUTHWEST QUARTER OF SECTION 32,
 TOWNSHIP 8 NORTH, RANGE 1 WEST,
 MONROE COUNTY, INDIANA

OWNER CERTIFICATION

INDIANA LIMESTONE ACQUISITION, LLC, Owner of the real estate shown and described herein, do hereby certify, layoff, and plat (2) tracts, numbered 1 and 2.

Rights of way not heretofore dedicated are hereby dedicated to Monroe County, Indiana. In accordance with this plat and certificate, this plat shall be known as BEDFORD RECYCLING - INDIANA LIMESTONE SUBDIVISION Minor Subdivision.

IN WITNESS WHEREOF, the undersigned Owners set their hand and seal this ___ day of _____, 2020.

By _____, agent of INDIANA LIMESTONE ACQUISITION, LLC

STATE OF INDIANA
 COUNTY OF MONROE

Before me, a Notary Public in and for said County and State, personally appeared INDIANA LIMESTONE ACQUISITION, LLC, owner, who acknowledged the execution of the above referenced plat, to be their voluntary act for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this ___ day of _____, 2020.

Notary Public (Signature)

Notary Public (Printed Name)

My Commission Expires: _____

My County of Residence: _____

Under the authority of Chapter 174, Acts of 1947, as a amended General Assembly of the State of Indiana, and the Monroe County Subdivision Ordinance, this plat was processed as an Minor Subdivision on _____, 2020.

Larry Wilson, Secretary
 Monroe County Plan Commission

Margaret Clements, President
 Monroe County Plan Commission

AGRICULTURE/RURAL RESIDENTIAL (AG/RR) SETBACKS:

FRONT = 25' from R/W.
 SIDE = 15' for residential and residential accessory structures, 50' for other structures.
 REAR = 35' for residential and residential accessory structures, 50' for other structures.

HEAVY INDUSTRIAL (HI) SETBACKS:

FRONT = 35' along local, minor & major collectors; 50' along minor and principal arterials; (Dillman = 35')
 SIDE = 5'
 REAR = 10'

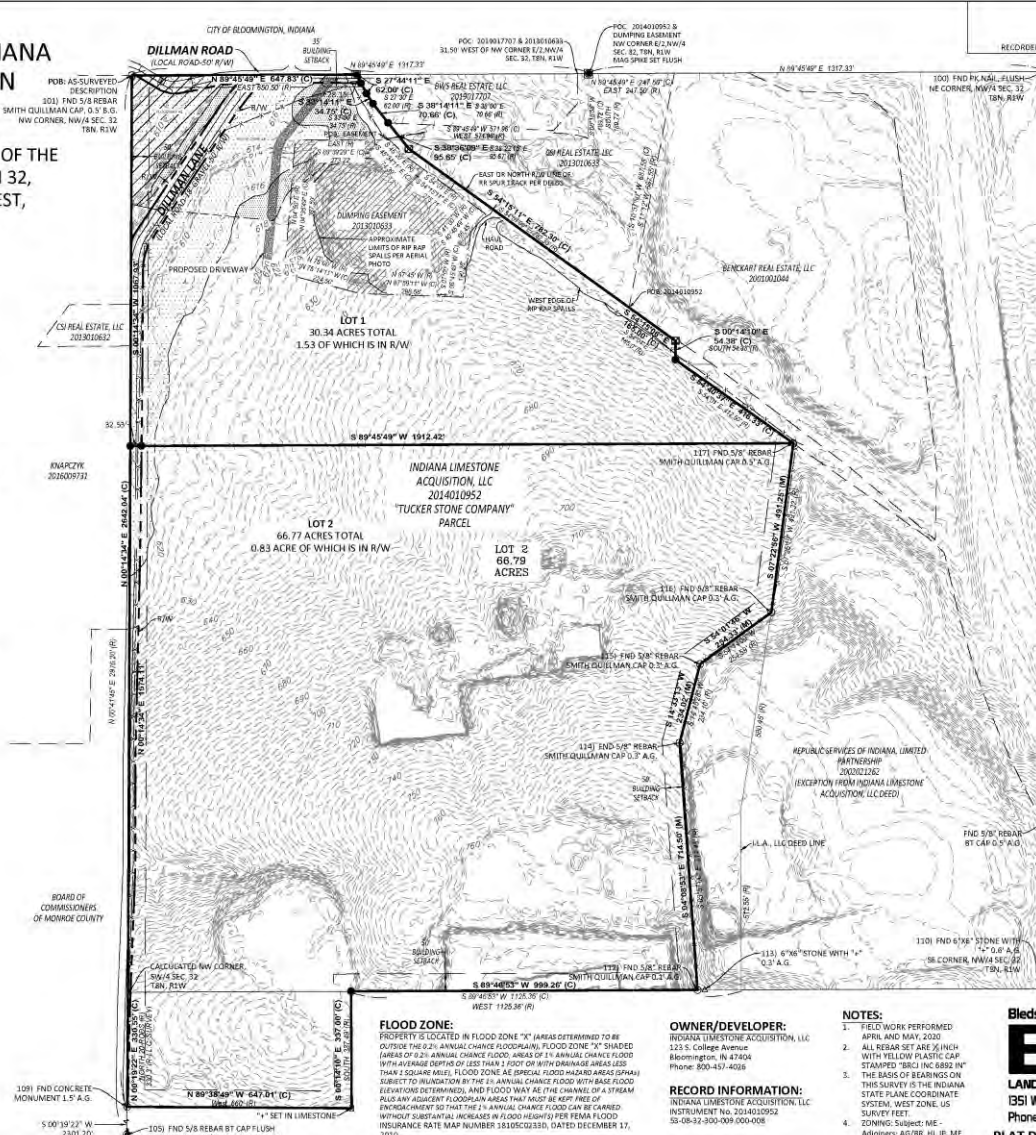
INSTITUTIONAL / PUBLIC (IP) SETBACKS:

FRONT = 35' along local, minor & major collectors; 50' along minor and principal arterials; (Dillman = 35')
 SIDE = 5'
 REAR = 10'

MINERAL EXTRACTION (ME) SETBACKS:

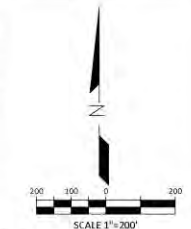
FRONT = 35' along local, minor & major collectors; 50' along minor and principal arterials; (Dillman = 35')
 SIDE = 50'
 REAR = 50'

NO SETBACK REQUIRED ADJOINING RAIL SPUR



RECORDER'S STAMP

AURITOR'S STAMP



LEGEND:

- FENCE
- LINE NOT TO SCALE
- 2" REBAR WITH CAP (BRCJ INC 6892 IN")
- IRON PIPE FOUND AS NOTED
- REBAR FOUND AS NOTED
- △ STONE FOUND
- PK NAIL FOUND
- MAG NAIL OR MAG SPIKE SET
- MONUMENT NOT SET - CORNER IS IN LIMESTONE FILE
- ▨ FLOODWAY AE
- ▨ FLOOD ZONE AE
- ▨ FLOOD ZONE SHADED X

FLOOD ZONE:
 PROPERTY IS LOCATED IN FLOOD ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. FLOOD ZONE "X" SHADED (BASED ON 0.2% ANNUAL CHANCE FLOOD) AREAS OF 1' ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 2 SQUARE FEET. FLOOD ZONE AE (SPECIAL FLOOD HAZARD AREAS) SHOWN SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD WITH BASE FLOOD ELEVATIONS DETERMINED, AND FLOOD WAY AT THE CHANNEL OF A STREAM OR ANY ADJACENT FLOODPLAIN AREAS THAT MAY BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASE IN FLOOD HEIGHTS PER FEMA FLOOD INSURANCE RATE MAP NUMBER 181050233D, DATED: DECEMBER 17, 2015.

OWNER/DEVELOPER:
 INDIANA LIMESTONE ACQUISITION, LLC
 123 S. College Avenue
 Bloomington, IN 47404
 Phone: 300-457-4008

RECORD INFORMATION:
 INDIANA LIMESTONE ACQUISITION, LLC
 INSTRUMENT NO: 2020102952
 55-08-02-900-009-000-008

- NOTES:**
1. FIELD WORK PERFORMED: APRIL AND MAY, 2020
 2. ALL REBAR SET ARE 2 1/2 INCH WITH YELLOW PLASTIC CAP STAMPED (BRCJ INC 6892 IN")
 3. THE BASIS OF BEARINGS ON THIS SURVEY IS THE INDIANA STATE PLANE COORDINATE SYSTEM, WEST ZONE, US SURVEY FEET.
 4. ZONING: Subject: ME-1
 Adjoining: AG/RR, HI, ME

Bledsoe Riggert Cooper James
BRCJ
 LAND SURVEYING • CIVIL ENGINEERING • GIS
 6351 West Tapp Road Bloomington, Indiana 47403
 Phone: 812-336-8277 Email: cporter@brcjcivil.com
 PLAT DATED: August 25, 2020 JOB # 10397

S:\johs\10300\10400\1097\BEDFORD RECYCLING - INDIANA LIMESTONE SUBDIVISION\ORAW\1097_PLAT.dwg

EXHIBIT 3: Letter of Support



CITY OF BEDFORD

Department of Planning and Zoning
1102 16th Street
Bedford, Indiana 47421
(812) 275-1631

Samuel J. Craig
Mayor

Brandon Woodward
Planning/Zoning Director

January 28, 2021

Jackie Nester
Planning Assistant Director
Monroe County
501 N Morton St.
Suite 224
Bloomington, IN 47404

Dear Mrs. Jackie Nester,

I am writing to offer support to Larry Parsons and Doug Conrad, owners and operators of Bedford Recycling, Inc., Bedford Machine & Tool, CAP Inc., CAP Group, LLC, CAP Trucking, Inc., and Metal Technologies, Inc., as they pursue the development of a Recycling Facility in Monroe County. Larry and Doug have been established residents and business owners in Lawrence County for decades and have dedicated their lives to innovation, economic growth and community service.

Since 1986, Larry and Doug have been integral to our community, with the creation of Bedford Recycling, Inc and CAP, Inc. Through the years, they have stimulated our economy through the establishment of 3 additional companies and the creation of over 450 jobs. Combining the years of service of each company would be over a century of business services in our city and region.

As Planning and Zoning Director for the City of Bedford, I see their impact professionally, working with them on the growth of their businesses and properties, which have always gone smoothly and without issues. Professionally and personally, I have known Larry for over 20 years, and Doug for several. Both Larry and Doug are always focused on doing the right thing and having a successful and positive impact with their businesses.

I trust the work and success of Larry and Doug's endeavors and hope their projects will be welcomed in Monroe County, so they can contribute to a growing workforce and economy. I believe the work of Larry and Doug and their business will be a true asset to Monroe County.

Sincerely,

Brandon Woodward

EXHIBIT 4: Decommission Statement

Jackie,

You requested we address a potential decommissioning of our proposed Bloomington Recycling Facility. Was not sure how to comply with this request, but this letter is my attempt to answer your request. Neither the Indiana State Government nor the Indiana Department of Environmental Management requires any permitting for a scrap metal recycling facility nor requires any type of decommissioning plan. Because they have no requirements for decommissioning, there are no guidelines for decommissioning of a scrap metal recycling facility. There are guidelines for operations which handle hazardous materials, but since we will not accept any hazardous materials, these guidelines would not apply to us.

All of our indoor and outdoor operations will be performed on concrete or asphalt. The site will be designed to capture all runoff into a collection site to capture any oil or hydraulic fluid into an engineered separation system to ensure no contaminants will leave our site. We will be required to obtain an Industrial Storm Water General Permit (Rule 6) for the site and liquids leaving our property will be monitored and tested. We will utilize an independent Engineering firm to obtain our permit and perform the monitoring and testing as required by the permit. We should have no more exposure to nonhazardous contaminants than other operations in Bloomington such as hydraulic lines bursting on equipment such as excavators and forklifts.

If we would choose to close the Bloomington scrap metal recycling operation sometime in the future, I feel we would be more than qualified financially to complete closure of the operation. Currently my partner's family and my family own six companies, (Bedford Recycling Inc., Bedford Machine & Tool Inc., Metal Technologies Inc., CAP Inc., CAP Trucking Inc., CAP Group LLC., and are majority owners in the Stone Crest Golf Course and Community) employing approximately 450 employees. We have been continuous owners of businesses since 1986 and have never had a business fail. I would anticipate the Bloomington operation employing 10 to 15 employees. If the Bloomington facility were to close, financially we would be best served to clean everything up so we could maximize the value of the property.

I would envision any future decommissioning of the Bloomington facility to consist of removing all material from the site other than permanent installations such as buildings, fencing, etc. At that time, we may have a future use for the property or would be making the property as attractive as possible for a future owner of the property.

If you need something further from me concerning decommissioning, please contact me.

Regards,

Larry

EXHIBIT 5: Drainage Board Summary – 3/2/2022

Attendees: Jim Faber, Ginger Davis, Bob Autio, Lee Jones, Kelsey Thetonia, Jackie Nester Jelen, Trohn Enright-Randolph, Bill Riggert

The discussion did not include a formal vote, but did introduce the property and the proposed use. It was mentioned that some members believed the main role of the Drainage Board was to review drainage calculations and see if they met the requirements of the ordinance. There was a discussion about reviewing rezoning petitions, specifically parcels that were being rezoned to an “Industrial” zoning designation. Discussion topics included:

- Review “industrial” zoning requests to offer preliminary comments could be useful, especially if petitions are in a critical drainage area (this particular site is not)
- Expressed concern about the detention being so close to the floodplain and a future design could change the detention location. Comment about requiring additional water quality treatment and possibly offering other design options to protect ground and surface water from contamination.
- Question was asked about the buffering requirements between floodplain or riparian streams and development; something that is currently addressed in the new Construction Stormwater General Permit (CSGP) to include 50 feet.
- A comment was brought up that it was not as much about the zoning as it was the impervious cover.
- A comment was brought up that Planning can present the proposed County Development Ordinance to the Drainage Board for further input.

No formal recommendations were made regarding this site, and it is believed there is adequate space on the site to meet the stormwater requirements. If a rezone is approved, the MS4 Coordinator would bring the site plan to the Drainage Board for formal review.

EXHIBIT 6: IDEM Reports – Bedford Recycling in Bedford, IN 904 N Summit

Link to Document	Date	Program	Document Type
83186010	06/29/2021	OAQ	Compliance
83175709	06/23/2021	OAQ	Report
82787942	06/06/2019	SW Facility	OLQ Permit
82786343	05/24/2019	SW Facility	OLQ Permit
82785314	05/30/2019	SW Facility	OLQ Permit
82780450	05/24/2019	SW Facility	OLQ Permit
82752097	02/22/2019	SW Facility	OLQ Permit
80480073	06/05/2017	OAQ	Compliance
80479973	05/25/2017	OAQ	Inspection
80405064	12/02/2016	OAQ	Inspection
80247713	12/23/2015	OAQ	Inspection
80046161	06/27/2013	OAQ	Correspondence
80006537	09/22/2014	OAQ	Report
70452622	09/22/2014	OAQ	Report
70255437	06/04/2014	OAQ	Compliance
70133905	04/30/2014	HW Site	OLQ Field Inspections
69912892	03/05/2014	OAQ	Inspection
69911021	03/06/2014	OAQ	Compliance
69822002	01/08/2014	OAQ	Permit
69714151	02/26/2014	OAQ	Report
69578890	01/08/2014	OAQ	Permit
69578876	08/22/2013	OAQ	Permit
69528995	08/22/2013	OAQ	Permit
69435936	01/08/2014	OAQ	Permit
69274363	10/24/2013	OAQ	Inspection
68752903	08/22/2013	OAQ	Permit
63309221	06/15/2011	HW Site	OLQ Field Inspections
62200391	04/24/2011	HW Site	OLQ Field Inspections
62008357	03/15/2011	HW Site	OLQ Field Inspections
60313800	12/06/2010	HW Site	OLQ Field Inspections
60202201	12/06/2010	HW Site	OLQ Field Inspections
57512683	06/25/2010	HW Site	OLQ Field Inspections
55914144	04/13/2010	HW Site	OLQ Field Inspections
46321023	07/25/1996	HW Site	OLQ Field Inspections
39651277	01/01/2008	OAQ	Correspondence
39314466	01/01/2008	OAQ	Correspondence
37987436	01/01/2008	OAQ	Correspondence