

MONROE COUNTY COMMISSIONERS

Penny Githens, President Julie Thomas, Vice President Lee Jones

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

COMMISSIONERS' HYBRID MEETING AGENDA Wednesday, June 28, 2023, at 10:00 am Nat U. Hill Meeting Room – 3rd Floor, Courthouse and Zoom Connection

https://monroecountyin.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUUwV3RoeDFldG5GUT09

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

- 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.

Clerk - May 2023

Treasurer - May 2023

Weights and Measures - May 16 - June15, 2023

• The public should raise their hand if they wish to speak during the public comment period.

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

1.	CALL TO ORDER BY COMMISSIONER GITHENS	
2.	COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER JONES	
3.	DEPARTMENT UPDATES Health – Lori Kelley	
4.	PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker)	
5.	APPROVAL OF MINUTES June 21, 2023	
6.	APPROVAL OF CLAIMS DOCKET Accounts Payable – June 28, 2023 Payroll – June 30, 2023	
7.	REPORTS	

8. NEW BUSINESS

A. HARRELL-FISH, INC. SERVICE AGREEMENT

Fund Name: County General

Fund Number: 1000 Amount: \$4,161.30 Presenter: Richard Crider

This request is to approve the agreement with Harrell-Fish Incorporated (HFI) to empty the grease interceptor at the Youth Services Bureau on a quarterly basis in an amount not to exceed \$4,161.30 over a 3 year term. HFI will report the cleanings to the City of Bloomington Utilities FOG Management Program.

B. VET ENVIRONMENTAL ENGINEERING, LLC. SERVICE AGREEMENT

Fund Name: County General

Fund Number: 1000 Amount: \$894.43

Presenter: Richard Crider

This request is to approve the agreement with VET Environmental Engineering, LLC to provide indoor air sampling services at the Monroe County Johnson Hardware Building in an amount not to exceed \$894.43.

C. RESOLUTION 2023-20; SURPLUS PROPERTY

Presenter: Richard Crider

This request is to approve the declaration of items for surplus from the Highway, Recorder, and Treasurer's Departments.

Included are 11 file cabinets, 4 desks, 1 bookshelf, 1 office chair, 1 chest freezer, and 1 broken safe. The file cabinets, desks, bookshelf and safe will be sold as a scrap metal group at auction.(govdeals.com) The chest freezer is operable and will be sold at auction. (govdeals.com) The office chair is damaged and will be demolished.

D. INDIANA DEPARTMENT OF HEALTH PUBLIC HEALTH PREPAREDNESS GRANT AMENDMENT

Fund Name: Public Health Emergency Preparedness

Fund Number: 8104 Grant Amount: \$25,000 Presenter: Lori Kelley

The Monroe County Health Department is requesting approval of an amendment to the current grant contract for Public Health Emergency Preparedness. This amendment is extending the current grant contract for the term of July 1, 2023-June 30, 2024 in the amount of \$25,000. The total award noted in the document of \$50,000 includes the \$25,000 awarded during the time period of July 1, 2022-June 30, 2023.

This grant contract, through the CDC-funded Cities Readiness Initiative (CRI) program, requires various activities aimed at enhancing state and local preparedness to better respond to public health and healthcare emergencies. Local Health Departments (LHDs) must participate with a Metropolitan statistical area designated for their county. This includes meetings, exercises, trainings, and planning

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efforts. All CRI LHDs must conduct annual medical countermeasure (MCM) dispensing drills at an identified POD location with the LHD jurisdiction. The goal of the POD is to efficiently provide medical countermeasure to a large population in a short period of time. The three drills include: Site Activation, Staff Notification and Assembly, and Facility Set Up. Other requirements include developing a local plan to detail the mechanism to communicate to local partners during an emergency, quarterly meetings, and a Bi-Annual communication drill.

This funding helps to support a part-time assistant for the full-time Emergency Preparedness Coordinator, as well as funding for emergency supplies and services.

E. HEALTH DEPARTMENT SCHOOL LIAISON GRANT AMENDMENT #1

Fund Name: School Grant-CoAg

Fund Number: 8111 Amount: \$440,000 Presenter: Lori Kelley

The Monroe County Health Department is requesting approval of an amendment to continue the original Local Health Department (LHD) School Liaison Grant award until June 30, 2024. Approval of this request will extend the expiration date of the original contract 64111, while also changing new deliverable dates and the addition of funding to the original grant agreement in the amount of \$440,000.00.

The school liaison grant is focused on relationship building and school liaison support of all public, private, and parochial schools within the Monroe County jurisdiction. School liaison support, as outlined in the grant agreement, includes conducting quarterly county level school meetings, collaboration with schools on student health and wellness initiatives, educational offerings using best practice and evidence-based resources, supporting schools in their communicable disease response plans to ensure continuity of planning, ensuring pandemic related deficits in vision/dental screenings and immunizations are addressed, providing emergency preparedness training and support such as Stop the Bleed and Cardiopulmonary Resuscitation (CPR), ensuring automated external defibrillators (AEDs) are present and functioning, ensuring emergency medications are in schools, and identification of resources to support schools during screening events.

This award requires at least one school liaison who has only the duties of school liaison in their job description. The school liaison(s) should be trained in a health career such as a public health nurse, Emergency Medical Technician, or other health experience to enable them to provide education to others.

F. SOFT CHOICE ADOBE LICENSING RENEWAL

Fund Name: Cumulative Capital

Fund Number: 1138 Amount: \$43,396.50 Presenter: Greg Crohn

Our annual Adobe Pro software licensing is due for renewal at this time. Adobe Pro allows Departments to make, edit, check for and correct ADA compliance issues on PDF documents. Agreement is for a period of one year for three hundred and fifty (350) user licenses.

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G. GRABER POST BUILDINGS, INC. SERVICE AGREEMENT

Fund Name(s): County General, and Non Reverting

Fund Number(s): 1000, 1178, and 1179

Amount: Not to exceed \$2,700

Presenter: Kelli Witmer

On 06-21-23, the Monroe County Parks & Recreation Board approved to hire Graber Post Buildings, Inc. to repair the Flatwoods Park shelter house roof. The service agreement expires 12-31-23.

H. HEFLIN INDUSTRICE, INC. SERVICE AGREEMENT

Fund Name(s): County General, and Non Reverting

Fund Number(s): 1000, 1178, and 1179

Amount: Not to exceed \$4,000

Presenter: Kelli Witmer

On 06-21-23, the Monroe County Parks & Recreation Board approved to hire Heflin Industries to perform backflow testing, reporting & repairs. The service agreement expires on 12-31-25.

I. J & S LOCKSMITH, INC. SERVICE AGREEMENT

Fund Name(s): County General, and Non Reverting

Fund Number(s): 1000, 1178, and 1179

Amount: Not to exceed \$500 Presenter: Kelli Witmer

On 06-21-23, the Monroe County Parks & Recreation Board approved to hire J & S Locksmith to perform small engine repairs and locksmithing. The service agreement expires on 11-01-25.

J. KARST ATHLETIC COMPLEX IMPROVEMENT PLAN

Presenter: Kelli Witmer

Action Requested: To financially support via Food & Beverage Tax and GO Bond, one to two synthetic turf athletic fields with a LED light system at the Karst Athletic Complex (KAC). Refer to the attachment for additional details. Purpose: To improve tourism opportunities through athletic tournaments and to improve field playability.

On 06-21-23, the Monroe County Parks & Recreation Board approved the following KAC capital improvement priority list (see page 10 of BRCJ Report).

- 1. One to two Synthetic Fields with LED light system on fields #9 & #11.
- 2. One to two Synthetic Fields with light conduit on fields #9 & #11.
- 3. Replace drainage & irrigation on fields #6 & #7.
- 4. New LED light system on field #8.
- 5. Replace HID to LED light system on fields #6 & #7.

The following persons will be in attendance to answer questions and to show support for synthetic fields.

Louis Malone, Executive Director of Cutters Soccer Club.

Mike McAfee, Executive Director of Visit Bloomington.

Pete Nelson, Director of Sports Development of Visit Bloomington.

Andy Knust, Engineer for Bledsoe, Riggert, Cooper, James Engineering (BRCJ).

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K. KOENIG EQUIPMENT, INC. SERIVCE AGREEMENT

Fund Name(s): County General, and Non Reverting

Fund Number(s): 1000, 1178, and 1179

Amount: Not to exceed \$3,000

Presenter: Kelli Witmer

On 06-21-23, the Monroe County Parks & Recreation Board approved to hire Koenig Equipment to perform equipment repairs. The service agreement expires on 11-01-25.

L. TODD SEPTIC TANK SERVICE AGREEMENT

Fund Name(s): County General, and Non Reverting

Fund Number(s): 1000, 1178, and 1179

Amount: Not to exceed \$300 Presenter: Kelli Witmer

On 06-21-23, the Monroe County Parks & Recreation Board approved to hire Todd Septic Tank to perform septic tank pumps. The service agreement expires on 11-01-25.

M. CENTERSTONE MEMORANDUM OF UNDERSTANDING (MOU)

Fund Name: JDAI Programming Grant

Fund Number: 9145
Grant Amount: \$6,300
Presenter: Christine McAfee

The Monroe Circuit Court received \$55,000 in grant funding for programming from the Indiana Department of Correction (IDOC) to continue implementing the Juvenile Detention Alternatives Initiative in Monroe County. Part of this funding (up to \$6,300) will go toward a partnership with Centerstone, and this request is to approve an MOU to support this effort. Centerstone will provide a substance use education program called Teen Intervene to youth in the community in need of services and grant funding will reimburse up to \$25 per session with each youth participating. Additional funding will be provided to provide ancillary support such as transportation assistance.

N. EMPACT SOLUTIONS PROFESSIONAL SERVICES AGREEMENT

Fund Name: JDAI Performance Grant

Fund Number: 9163
Grant Amount: \$7,000
Presenter: Christine McAfee

The Monroe Circuit Court received bonus grant funding based on performance to implement the Juvenile Detention Alternatives Initiative (JDAI) in Monroe County for the 2022-23 grant year. The Annie E. Casey Foundation's Juvenile Detention Alternatives Initiative is a bipartisan movement for juvenile justice reinvestment. The initiative involves the reallocation of government resources away from mass incarceration and toward investment in youth, families, and communities.

In previous grant years, Empact Solutions worked with the Monroe Circuit Court Probation Department to develop Tableau dashboards to communicate meaningful findings and allow for deeper analysis of JDAI related data. The dashboards were created using juvenile probation referral level data from the Quest case management system with the intention of supporting local JDAI work groups and the JDAI Steering Committee. This current agreement will provide technical support to maintain the case flow dashboard and other Tableau dashboards to further our work with JDAI. This request will be supported with 100% grant funding.

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O. LAURA FURR CONSULTING MEMORANDUM OF UNDERSTANDING (MOU)

Fund Name: JDAI Programming Grant

Fund Number: 9145 Grant Amount: \$3,390 Presenter: Christine McAfee

The Monroe Circuit Court received \$55,000 in annual programming grant funding from the Indiana Department of Correction (IDOC) to continue implementing the Juvenile Detention Alternatives Initiative in Monroe County. Part of the funding from this grant will go toward advancing a culture and structure of authentic youth and family partnerships in the agency's decision-making and, thereby, achieve greater system outcomes. Ongoing development of authentic youth and family engagement structures and culture aligns with Probation's continued work with the Juvenile Detention Alternatives Initiative (JDAI) and Laura Furr Consulting.

Laura Furr Consulting will provide continued support for Probation's goals by providing ongoing support by partnering on the development and implementation of new tools and advisory groups, participating in routine meetings, including quarterly meetings of the Monroe County JDAI Steering Committee and monthly check-in meetings with Probation leadership, documenting progress, reaffirming next steps, and troubleshooting challenges based on multiple interviews and observations in routine meetings.

P. THE WAREHOUSE MEMORANDUM OF UNDERSTANDING (MOU)

Fund Name: JDAI Programming Grant

Fund Number: 9145 Grant Amount: \$7,250 Presenter: Christine McAfee

The Monroe Circuit Court received \$55,000 in annual programming grant funding from the Indiana Department of Correction (IDOC) to continue implementing the Juvenile Detention Alternatives Initiative in Monroe County. Part of the funding from the grant (up to \$7,250) will go toward providing youth of our community a no-cost, pro-social, recreational opportunity that provides supervision and mentor opportunities. This MOU will allow The Warehouse to hire, train, and support mentors who are interested in working with youth and building relationships.

Q. RESOLUTION 2023-16; MONROE COUNTY CODE UPDATE

Presenter: David Schilling

This is to codify additions and amendments to the various chapters to Monroe County Code that have been passed in previous months.

R. RESOLUTION 2023-17; APPROVING THE ISSUANCE OF MAJOR BRIDGE BONDS

Presenter: Jeff Cockerill

This Resolution provides Commission approval for the approval of revenue bonds by the County Council. The revenue supporting the bond will be the Major Bridge Fund and Fullerton Pike TIF. The Bridge in question is part of the Fullerton Pike road project.

S. LETTER OF REPRESENTATION WITH BARNES AND THORNBURG REGARDING MAJOR BRIDGE

BOND

Presenter: Jeff Cockerill

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This item is for the provision of Legal representation for the upcoming Major Bridge Bond. The bond proceeds will pay for this expense.

T. FINANCIAL SOLUTIONS GROUP SERVICE AGREEMENT REGARDING MAJOR BRIDGE/TIF BOND

Fund Name/Number: TBD
Amount: Not to exceed \$30,000

Presenter: Jeff Cockerill

The agreement is for the provision of Financial Advice for the upcoming Major Bridge Bond. The bond proceeds will pay for this expense.

U. RESOLUTION 2013-19; APPROVING THE DESIGNATION OF MONROE COUNTY AS A VOTE CENTER COUNTY

Presenter: Jeff Cockerill

The process for a County to become a vote center county, according to the Secretary of State, includes seven steps. The first step is for the County Commissioners and County Council to approve resolutions that express interest in becoming a vote center county. "These resolutions are about confirming that the county is open to the potential change, not about actually making the change. Since council members and commissioners represent county citizens directly, their vote on vote centers can serve as a good temperature gauge for whether or not a county is open to the possibility of change."

The entire process can be found here at:

https://www.in.gov/sos/elections/voter-information/ways-to-vote/vote-centers/

V. INDIANA GAS UTILITY RELOCATION AGREEMENT

Fund Name: Fullerton Pike PH III

Fund Number: 8169 Amount: \$46,164.46 Presenter: Lisa Ridge

The utility reimbursement agreement is for utility relocations for the Fullerton Pike, PH III project. 80% (\$36,931.57) is reimbursable from federal aid for the project, leaving the balance of \$9,232.89 being the local match.

9. APPOINTMENTS

10. ANNOUNCEMENTS

11. ADJOURNMENT

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MONROE COUNTY COMMISSIONERS

Penny Githens, President Julie Thomas, Vice President Lee Jones

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

COMMISSIONERS' HYBRID MEETING SUMMARY MINUTES Wednesday, June 21, 2023, at 10:00 am Nat U. Hill Meeting Room – 3rd Floor, Courthouse and Zoom Connection

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

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Members

Penny Githens, President, Present, In Person Julie Thomas, Vice President, Present, In Person Lee Jones, Present, In Person

Staff

Angie Purdie, Commissioners' Administrator, Not Present Molly Turner-King, Legal Counsel, Present, In Person

1.	CALL TO ORDER BY COMMISSIONER GITHENS	10:02 am
2.	COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER GITHENS	10:02 am
3.	PROCLAMATION Lake Monroe Day	10:03 am
4.	DEPARTMENT UPDATES Health – Lori Kelley Sheriff – Jail Commander Kyle Gibbons	10:05 am
5.	PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker)	 10:12 am

Maggie Sullivan, Friends of Lake Monroe watershed coordinator and Monroe County resident

Tim Street, Bloomington Parks Operations and Development Director and Monroe County resident

6. APPROVAL OF MINUTES

10:18 am

June 14, 2023

Thomas made a motion to approve. Jones seconded. Githens called for a voice vote. Motion carried 3-0.

7. APPROVAL OF CLAIMS DOCKET

10:19 am

Accounts Payable - June 21, 2023

Thomas made a motion to approve. Jones seconded. No public comment.

Githens called for a voice vote.

Motion carried 3-0.

8. REPORTS

None

9. **NEW BUSINESS**

A. INDIANA DEPARTMENT OF HEALTH IMMUNIZATION AND VACCINES FOR CHILDREN GRANT

10:20 am

Fund Name: Long-Term Covid

Fund Number: 8181 Grant Amount: \$100,600 Presenter: Lori Kelley

This request is for approval of a grant renewal that supports immunization efforts through the public health clinic. This funding program provides vaccines at no cost to children who might not otherwise be vaccinated due to inability to pay.

The public health clinic, an extension of the health department, is enrolled as a VFC provider, which allows the Centers for Disease Control and Prevention (CDC) to purchase vaccines at a discount and distribute them to the health department with the VFC program. In turn, this VFC grant funding program allows the public health clinic to distribute the vaccines at no charge.

Children who are eligible for VFC vaccines are entitled to receive all vaccines recommended by the Advisory Committee on Immunization Practices. These vaccines protect babies, young children, and adolescents from 16 different diseases.

In the previous grant cycle immunization funding and Covid supplemental funding was combined. The health department hopes to receive an additional grant award for Covid supplemental funding soon, as both awards were used to fully support the work of the public health clinic.

Thomas made a motion to approve. Jones seconded. No public comment.

Githens called for a voice vote.

Motion carried 3-0.

B. ROMAINE SHOWER SYSTEMS (RSS) PROPOSAL

10:21 am

Fund Name: Cumulative Capital

Fund Number: 1138 Amount: \$9,710.58 Presenter: Kyle Gibbons

This proposal will allow for parts to be ordered for the Integrated Shower System in the jail.

Thomas made a motion to approve. Jones seconded. No public comment.
Githens called for a voice vote.
Motion carried 3-0.

C. SMITHVILLE COMMUNICATIONS UTILITY RELOCATION AGREEMENT

10:29 am

Fund Name: Fullerton, Ph III

Fund Number: 8169 Amount: \$36,718.15 Presenter: Lisa Ridge

This agreement is for relocation of the communication facilities for the Fullerton Pike, Ph III project which is 80% reimbursable through the federal aid program.

Thomas made a motion to approve. Jones seconded. No public comment.

Githens called for a voice vote.

Motion carried 3-0.

D. EASEMENTS WITH US ARMY CORPS OF ENGINEERS

10:31 am

Presenter: Lisa Ridge

The easements are for the Stipp Rd/Moores Creek Rd in the southern portion of the county. It was necessary to obtain the easements with the Department of US Army Corps of Engineers for the bridge replacement and construct the roadway to improve the flooding issues in this area.

Thomas made a motion to approve. Jones seconded. No public comment.

Githens called for a voice vote.

Motion carried 3-0.

E. CINTAS SERVICE AGREEMENT RENEWAL

10:32 am

Fund Name: Motor Vehicle Highway

Fund Number: 1176

Amount: \$247.74/monthly/3 years

Presenter: Lisa Ridge

This is a three year agreement and billed monthly for cleaning items and shop towel for mechanics.

Thomas made a motion to approve. Jones seconded. No public comment.
Githens called for a voice vote.
Motion carried 3-0.

F. ORDINANCE 2023-23; AMEND VARIOUS TRAFFIC ORDINANCES

10:34 am

Presenter: Lisa Ridge

Amend Ordinance 86-11 to **add** the following no parking locations: Pine Grove Road (from SR 446 to 600 feet east of SR 446); Deer Lick Road (from Pine Grove Road to 400 feet east of Pine Grove Road)

Amend Ordinance 86-09 to **delete** the following 30 mph location: Smith Pike Amend Ordinance 86-09 to **add** the following 35 mph location: Smith Pike

Thomas made a motion to approve. Jones seconded. No public comment.

Githens called for a voice vote.

Motion carried 3-0.

G. ORDINANCE 2023-20; STARTS REZONE

10:36 am

Presenter: Anne Crecelius

The Monroe County Zoning Ordinance is amended to rezone a 17.29 +/- acre parcel in Section 11 of Clear Creek Township at 7955 S Fairfax RD, parcel #: #53-11-11-300-014.000-006, from Agricultural Rural Reserve (AG/RR) to Limited Business (LB) zoning district.

Thomas made a motion to approve. Jones seconded.

Public comment:

Lorraine Fowler, Petitioner representative

Githens asked for public comment in favor of petition.

None.

Githens asked for public comment in opposition to petition.

None.

Thomas made a motion to continue this item until July 19, 2023. Jones seconded.

Githens called a voice vote on motion to continue.

Motion carried 3-0.

10. APPOINTMENTS

10:55 am

None.

11. ANNOUNCEMENTS

10:55 am

Indiana Solar for All grant opportunities are available for income qualified households. For more information go to www.insf.org/partipate.

In response to a request from "Hoosier Hills Fresh Food" distribution, the Board of Commissioners will host a diaper drive. A container is available for donations of wipes, pull-ups, and diapers in the Courthouse Rotunda. These supplies will be given to Hoosier Hills for their food distributions on July 14 and August 11.

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

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

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

Monroe County Commissioners' Blood Drive will be held at Livy Tech, Shreve Hall, 200 Daniels Way, Bloomington, IN on the following dates:

Thursday, July 13, 1pm – 6pm Friday, July 14, 10am – 3pm Wednesday, August 23, 1pm – 7pm Thursday, August 24, 1pm – 7pm

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

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

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

12. ADJOURNMENT 10:58 am

The summary minutes of the June 21, 2023, Board of Commissioners' meeting were approved on June 28, 2023.

MONROE COUNTY COMMISSIONERS

"Aye"	"Nay"		
Penny Githens, President	 Penny Githens, President		
,			
Julie Thomas, Vice President	Julie Thomas, Vice President		
Lee Jones, Member	Lee Jones, Member		
ATTEST:			
Catherine Smith, Auditor Monroe County, Indiana	 Date		



MONROE COUNTY BOARD OF COMMISSIONERS' WORK SESSION SUMMARY JUNE 21, 2023

Nat U. Hill Meeting Room - 3rd Floor, Courthouse and Zoom Connection

- 1. Commissioners
 - a. Discussion of supporting the Brown County Regional Sewer District's proposed expansion. This item was heard at 11:15 a.m.

Clint Studebaker, Vice President of Brown County Regional Sewer District, and Brian Bullock, Beam Longest, and Neff presented on this item.

Thomas made a motion to approve a letter of support for Brown County Regional Sewer District's expansion. Jones seconded.

Githens called for a voice vote.

Motion carried 3-0.

b. Discussion of MOU with Bloomington Economic Development Corporation requesting Additional funding of \$30,000.

Thomas commented that she recollects additional funding has already been provided and would like to see more detailed information on **what** this particular funding request will provide.

Githens commented she will invite Ms. Pearl of the BEDC to the next work session for further discussion.

Planning- Tammy Behrman
 Ordinance 2023-21; Fieldstone (Wiley Farms) PUD Outline Amendment #4 to parcels F, G, & I.

Bring back to July 19th meeting for further discussion.



PROCLAMATION LAKE MONROE DAY

WHEREAS: Lake Monroe has been used as a drinking water source to residents of Monroe

County since 1967 and currently provides drinking water to over 130,000 people;

and

WHEREAS: Lake Monroe provides recreational boating, fishing, and swimming opportunities

to tens of thousands of visitors per year and generates over \$40 million in

economic impact annually from recreational tourism; and

WHEREAS: Lake Monroe provides recreational and scenic opportunities that improve the

quality of life for county residents, and the lake and its adjacent wetlands provide

critical habitat for wildlife, including the bald eagle; and

WHEREAS: Monroe County has taken an active role in protecting the health of the watershed

and the water quality of Lake Monroe; and

WHEREAS: The Monroe County Stormwater Board has provided financial support for the

development and implementation of a watershed management plan and a community action initiative project in collaboration with Friends of Lake Monroe;

and

WHEREAS: The Monroe County Stormwater Board has provided financial assistance to

install a stream gage on South Fork Salt Creek to monitor water flow and enable

pollutant load calculations; and

WHEREAS: Monroe County has shown its dedication to protect and preserve Lake Monroe

by ensuring compliance with environmental protections provided by local

ordinances and federal statutes; and

WHEREAS: Every member of our community depends on clean, abundant water and has a

responsibility to do their part to protect Lake Monroe as a valuable resource for

generations to come; and

WHEREAS: We recognize the vital importance of Lake Monroe and make a commitment as a

community to protect and preserve the lake.

NOW THEREFORE BE IT RESOLVED, the Monroe County Board of Commissioners does

hereby proclaim Sunday September 17, 2023, as

LAKE MONROE DAY

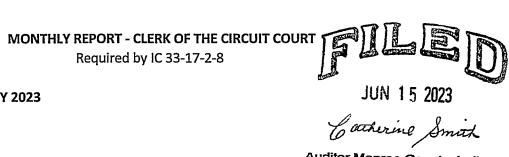
PROCLAIMED THIS TWENTY-FIRST DAY OF JUNE, TWO THOUSAND TWENTY-THREE.

THE MONROE COUNTY BOARD OF COMMISSIONERS

PENNY GITHENS

JULIE L. THOMAS

LEE JONES



MONTHLY REPORT MAY 2023

			1	W.	Since
Char	ges:		Aud	itor Mo	onroe County, Indiana
1	Fees payable to the State	\$	428,524.40		_
	JC - Reimursements	\$	-		
	FSSA Support				
2	Fees payable to the county	\$	77,366.16		
3	Bank Discrepancy	\$	(1,745.05)		
4	Trust Funds (Bonds/Other)	\$	1,599,649.34		
5	Trust, Refunds	\$	3.46		
6	Trust, Judgment Collections	\$	47,931.78		
	ISETS Child Support Collections	\$	11,294.62		
	Interest-bearing Accounts Payables	\$	3,359.33		
	Cash on Hand	\$ \$	1,500.00		
7	Total Charges	\$	2,167,884.04	•	
				•	
Cred	its				
8	Certificate of deposit				
9	Certificate of deposit				
10	Certificate of deposit				
11	Monroe County Bank Account			\$	2,151,730.09
	Monroe Bank Account - Ledger			Υ	2,202,700.00
	Old Judgment Collections				
	ISETS Child Support			\$	11,294.62
	Interest-Bearing Saving Account			\$	3,359.33
12	Subtotal: Daily Balance Record (Lines 8-11)				
13	ISETS Monthly Clerk's Support Record			\$	
12	isers Monthly Clerk's Support Record			Ş	-
14	Total Depository Balances as shown by Records			\$	2,166,384.04
14	total Depository Balances as shown by Necords			<u>پ</u>	2,100,364.04
15	Investments on Hand at the close of business			\$	
16	Cash in office at the close of business				1,500.00
17	Total			\$ \$	1,300.00
18	Cash Short			ب	-
19	Cash Long				
	PROOF (Line 7)	\$	2,167,884.04	\$	2 167 994 04
20	PROOF (Life 7)	<u>ې</u>	2,107,004.04	ې	2,167,884.04
	- 1		0 nmc		
21	Balance in All Depositories	\$	2,270,603.47		
22	Deduct: Outstanding Checks	\$	(147,650.44)		

23	Net Depository Balance	 	
24	Deposits in Transit	\$ 48,290.37	
25	Bank Fees	\$ 100.00	
26	Interest		
27	Miscellaneous Adjustments (explain fully)	\$ (6,152.36)	
28	Participant recoupments	\$ 1,130.00	
29	Agency recoupments	\$ 63.00	
30	Balance in all Depositories (line 14)	\$ 2,166,384.04 \$	2,166,384.04
31	PROOF		

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

Clark Majarra Circuit Court

ISETS: Over \$406.20	-406.20
Adjustment for CC & ACH items in transit	4,984.10
Credit Card deposited in Bank	-10,697.26
ACH ST of IN Payables	0.00
Stale dated/reissued checks cashed	267.00
Return Bank Fees	-300.00
Other Adjustments	
Total Misc Adjustments	-6,152.36

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

Deposits in Jutstanding Warrant-Checks

COUNTY TREASURER'S MONTHLY REPORT

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

2023 - MONROE COUNTY Month ending May CHARGES: Total Taxes Collected (Not Receipted to Ledger or Refunded). 113.031,395.78 2 Advance Collection of Taxes 0.00 3 Bank, Building and Loan and Credit Union. 0.00 4 Barrett Law Collections 0.00 5 Cash Change Fund. 6 Conservancy District Collections. 1,000.00 0:00 7 Demand Fees. 0.00 8 Advance Tax Drawstneg). 0.00 9 Drainage Assessments. 0.00 10 Excess Tax Collections. 0.00 11 Gross Income Tax on Real Fatate. 0.00 Wheel & Sumax 343.091.55 12 Vehicle license Excise Tax 5,482,963.48 13 Sewage Collections 0.00 14 Vehicle Sharing 913.23 15 Aircraft License Excise Tax. 7,934,18 415,038.14 148,702.85 16 Auto Rumal Excise Tax. 17 Watercraft Title and Registration Fees (Boat Excise Tax) 18 Lotto Excise Tax Cut 1,871,091.28 357,081.22 19 Heavy Epuipment Rental 20 Negative Exp Downtown TIF adjustment (3.384.08)21 Total Balances of all Ledger Accounts - Cash 109,354,514.76 22 Total Balances of all Ledger Accounts - Javeatments 22,129,283.02 23 Total Charges. CREDITS: 24 Depository Balance as Shown by Daily Balance of Cash and 231,009,342.39 Depositories Record (List in Detail on Reverse Side). 25 Investments as Shown by Daily Balance of Cash and Depositories Record. Column 12, Line 41 22,129,283.02 26 Total Cush on Hand at Close of Month: Currency Coins. 100.00 Checks, Money Onlers, etc. Total. 1,000.00 28 29 30 Total 253.139.625.41 31 Cash Short (udd). 0.00 32 Cash Long (Dedset) 253,139,625,41 \$ 253,139,625.41 33 Proof. 34 Balance in all Depositories Per Davly Balance Record (Line 24 Above). 231,009,342,39 35 Outstanding Warrant-Checks (Detail by Depositories on Reverse Side). (3,033,490.80) 36 Balance in all Depositories Per Bank Statements (Detail on Reverse Side). 37 Deposits in Transit (Detail on Reverse Side) 234,950,693.64 (907,860.45) 38 Proof. 234,950,693,64 3 234.950.693.64 ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH: 1,000.00 (a) Cash Change Fund Advanced by County (b) Receipts Deposited in Depositories (c) Uncollected Items on Hand (List on Reverse Side). (d) Total (Must Agree With Line 26 Above) 1,000.00 State of Indiana, Monroe County: SS. I, the underargued 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 June 2023 O

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

-To be filed with County Auditor for transmission to State Board of Accounts. Triplicate (Pink)

Quadruplicate (Canary) -To be retained by County Tressurer

JUN 1 3 2023

Continue Smith Auditor Monroe County, Indiana STATEMENT OF DEPOSITORY BALANCES AT CLOSE OF MONTH

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

Balance Per Bank Statements

Depository Totals - - MS7203004 road & street 029 - FFB ARPA Fund 7568 030-ONB MC2021 Bond Hunter Valley 027-ONB MC 20 Cap 80-0424-04-6 Name and Location of Depository 013 - German American 3108 008 - MS7203017 cum bridge 009 - MS7202940 aviation gen 005 - FFB Credit Card 5324 001 - FFB Operating 1242 006 - FFB General 5535 002 - FFB Payroll 3328 003 - FFB Sweep 6040 004 - FFB PERF 5596 014 - TI TRECS 0001 Required by IC 36-2-10-16 and IC 5-13 COUNTY TREASURER'S

MONROE COUNTY

Month ending

110 - MS7202979 aviation constr

112 - MS7202953 property re-assesmt

I - MS7202924 aviation building

<-Depository Balance

\$231,009,342.39 \$2,155,960.32

\$3,235,601.44

\$0.00 \$0.00

(\$3,033,490.80) \$0.00

\$907,860.45)

\$234,950,693.64 \$2,155,960.32 \$3,235,601.44

\$193,171.09 \$428,853.78 \$527,480.96

\$642,418.03

\$0.00

\$0.00 (\$0.03)

\$0.00

\$0.00 \$0.00

\$0.00

\$0.00

(\$215.58)

\$0.00

\$0.00

\$155,431,976.33 \$813,524.76

\$0.00

\$0.00 \$0.00

(\$1,628.85

\$24,474,491.7

Balance Per Daily Balance

Outstanding Warrant-

Checks

Deposits in Transit

May-23

Cash & Depositories

\$86,335.60 \$50,174,742.39

\$0.00

(\$1,549.70)

(\$19.15) \$0.00

> \$0.00 \$0.00 \$82,698.53 \$50,361,694.85

(\$171,647.87)

\$27,678,080.68

(\$3,031,941.

\$0.00

(\$186,952.46) (\$49.51)

\$3,637.07

(\$549,794.65)

\$155,981,770.98 \$816,498.61

\$29,941.62

(\$2,973.85)

1

\$428,853.78 \$527,480.96 \$734.48

\$0.00 \$0.00

\$0.00

(\$1.65)

\$452.44

\$59,188.27

(\$2.67)

(\$1,113.10)

\$305,612.43

\$14,063,971.68

- Bank of New York Mellon/Holdings

120 - Redv com 80-0306-03-7

18 - Redev-80-0267-01-5 - Redev-80-0267-02-3

9 - Redev-80-0306-01

22-ONB MC18 Bond Int 80-0386-01-3

24-ONB MC18 Surplus 80-0386-02-1 -ONB MC18 Constr 80-0386-03-9

26-ONB MC 20 Debt 80-0424-03-8 -ONB MC 20 P&I 80-0424-01-2

\$44.75

(\$12,117.24) (\$0.12)

\$14,051,854.44 \$304,499.33

\$44.63

\$0.00

\$450.79

May 31, 2023

ADVANCE CKS FOR SETTLEMENT

\$3,956,736.19

\$253,138,625.41

(\$3,033,490.80)

(\$923,245.39)

\$257,095,361.60

Warrants & Deposits

in Transit

<-investments Balar

\$0.00

\$528,799.65

\$0.00

\$0.00

\$0.00

\$0.00 (\$1.55)

\$0.00

\$0.00

(\$15,384.94)

\$22,144,667.96

Investment Totals

(\$1,933.03)

\$530,732.68

***Reconciling item per St Bd of Accts

** Outstanding Checks

Interest

****Bank Error

	mount	
	Reason for Return A	
close of month)	Returned by (Name of Dep)	
ion at (
oositories and in process of collecti	Date Returned	
y dej	For	
(Checks and other items returned to	Received From	
)	Date Originally Received	

Page 19 of 204



WEIGHTS AND MEASURES MONTHLY REPORT

State Form 44196 (R2/10-99)



Inspector: Scott A Sowder Jurisdiction: Monroe

	STATISTICAL					
INSPECTION ACTIVITIES	Correct	Rejected	Confiscated	TOTAL		
SCALES		-				
Vehicle - State Police						
Vehicle - State Inspection						
Vehicle - City or County	2			2		
Railroad Scales						
Belt Conveyor Scales						
Livestock Scales						
Portable & Dormant Scales	5			5		
Hopper Scales						
Computing Scales	4	2		6		
Suspension Scales						
Prescription Scales						
Gram Scales						
Non-Commercial Scales						
MEASURING DEVICES						
LPG Meters						
CNG Meters						
Vehicle Truck Meters	8	1		9		
Gasoline, Kerosene, Diesel Tests	207	14		221		
High Flow Diesel Tests						
Mass Flow Meters						
Taxi Meters						
Timing Devices						
CALIBRATIONS AND TESTS						
Commercial Weights						
Prescription Weights						
Wheel Weighers						
Test Weights						
Liquid Measures						
Linear Measures						
Miscellaneous						
OTHER ACTIVITIES						
Packages Checked		4		4		
Packages Controlled		4		4		
LP Gas Cylinders	25			25		
Octane samples						
Measuregraphs						
Misc. Determinations	2		†	2		
GRAND TOTAL	253	21	Page	20 of <u>2</u> 27044		

Indiana Division of Weights & Measures

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

Date: 16-May to 15-Jun 2023

NARRATIVE

(Explain Miscellaneous Tests and Activities)

I was under the weather this month and had to take a few sick days. However, I was able to get a decent amount completed.

Fuel Dispensers

I got a decent number of stations completed this month. I am still only finding some basic issues with the pumps. I think I have only found a couple of dispensers that were actually out of tolerance for the year so far. Most of the rejects showing are for lighting/ safety issues. Hopefully this trend continues.

LP Cylinders

I was able to complete one LP cylinder location this month. No issues were found. There are approximately 5 different suppliers of propane in the county so I try to inspect a couple of locations for each supplier twice throughout the year.

Vehicle Scales

I was able to complete a couple of my large capacity scales this month. I try to make myself available when the large scale repair companies call to let me know they are in the area. Between meeting with the scale companies and working with the State when their test truck is available, I should be able to complete all truck scales in the county this year.



Attorney who reviewed:

Monroe County Board of Commissioners Agenda Request Form

Date to be heard 06/28/	23 Formal	Work session	Departme	nt Commissioners
itle to appear on Agenda	Quarterly Grease Intercept Harrell-Fish Incorporated, 1 Bureau	or Pumping, Youth Services	lor# 000862	
xecutive Summary:				
outh Services Bureau on	the agreement with Harrell-I a quarterly basis in an amount is to the City of Bloomington	unt not to exceed \$4,161	30 over a 3 yea	
und Name(s):	Fund	Number(s):		Amount(s)
County General	1000-			\$4161.30
resenter: Richard Crider			nt.	
Speaker(s) for Zoo	m purposes:	Phone Number(s)	in l	
Speaker(s) for Zoo lame(s)	m purposes:	Phone Number(s) 812-803-6331	.es	



Mechanical & Building Solutions

2010 Vernal Pike; P.O. Box 1998, Bloomington, IN 47402-1998 812-339-2579 www.harrell-fish.com

2023 Youth Services Bureau Grease Interceptor Pumping (Quarterly)

Harrell-Fish Inc. agrees to provide the grease interceptor pumping according to the terms and conditions herein to (hereafter referred to as Client):

Monroe County Commissioners The Courthouse, Room 322 Bloomington, IN 47404 (812) 349-2550

For Facility Site:

Youth Services Bureau 615 South Adams Street Bloomington, IN 47403



Truly Exceptional Client Service"



State Plumbing Commission No. CO89100025 An Equal Employment Opportunity Employer

A. Harrell-Fish Inc. Shall:

- Perform scheduled maintenance and inspection as outlined in this Agreement as detailed in the contract.
- Scheduled maintenance and inspection shall be on only equipment listed in Schedule"A".
- Contact Client at least three days prior to arriving on site to perform preventative maintenance and inspection.
- Furnish Client with a written report of each inspection and of any conditions which require repairs or corrective action. If authorized by the
- Client, HFI will make the needed repairs at the Client service rate listed in the Agreement.
- Perform scheduled maintenance and inspection functions as a part of the Agreement fee to include:

Schedule "A":

Grease Interceptor (Quarterly)

- Pump out grease interceptor
 - Use remote recovery machine to access space
- Use odor eliminator as needed
- Take truck and dispose of waste
- 7. Provide above services at the cost of (please choose payment option):

Facility	Frequency	Visit Price
Youth Services Bureau	Quarterly	\$330.000
	Total	\$1,320.00

At the end of each year the contract pricing will increase up to 5%.

- 8. If repairs outside of scheduled maintenance and inspections listed are to be made, labor shall be invoiced at our current discounted rate of \$90.00 per hour for 7:00 a.m. to 3:30 p.m., Monday thru Friday. Emergency call outs during other hours shall be invoiced at our current discounted rate of \$105.00 per hour. All labor is billed to the nearest half hour. All emergency call outs shall be invoices on a portal to portal basis.
- 9. There will be no fuel surcharge added to any invoicing unless gas pricing goes above \$4.25 per gallon.
- 10. Tool charges are displayed in exhibit "A" and will be additional cost on invoicing.
- 11. Consumable charges will be added to invoicing outside of the PM scope. This charge is \$50 and will be charged unless found inapplicable to the invoice scope.

B. Excluded from this Agreement:

- 1. Parts, material, and refrigerant needed for repairs.
- 2. Altering of equipment from manufacturer's recommendations.
- 3. Acts of God i.e., lightning, flood, wind, etc.

C. Client Shall:

1. Provide access to the building and to the equipment to be serviced, and remove any fixtures, merchandise, walls, etc. necessary for the performance of work under this Agreement.

- 2. Operate covered equipment according to manufacturer's recommendations.
- 3. Make all payments in full when due.

D. Terms of Agreement:

- 1. Initial terms of this Agreement shall continue in force for a period of three (3) years with either party able to cancel with a thirty (30) day written notice. In order to not interrupt service, this Agreement will automatically renew on a year-to-year basis after the original term ends unless Client or HFI gives the other written notice not to renew at least thirty (30) days prior to the end of the Agreement term.
- 2. HFI will provide clients with notice of any adjustments in the Agreement price and hourly service rates applicable to a renewal period no later than thirty (30) days prior to the commencement of that renewal period. Unless the Client terminates the Agreement, the adjusted price shall be the price for the renewal period. If HFI fails to timely provide such notice, the Agreement shall continue at the existing price, adjusted by previous year's increase in prevailing service consumer price index.
- 3. HFI may terminate this Agreement at any time if the client fails to make payments in full when due. Terms are NET thirty (30) days from invoice date. Separate invoices shall be prepared for scheduled maintenance and inspections and repair work.

HARRELL-FISH INC.	
	DATE
Jacob Hupp, Account Manager	
ACCEPTED BY:	
	DATE
(Authorized Signature)	
	Exhibit "A"

Common Tool Charge

The tools below are items that are commonly used for repairs and emergencies at the facilities. This chart details what these charges will be for the contract period. This chart does not include rental tools or other specialty items that may be used in certain scenarios. These other tools with charges will be handled when they arise. (i.e. Cranes, Lifts, Smoke test machines, etc.)

Tool / Equipment	

Sewer Camera / Camera Locator	Minimum (½ Day) \$125 Maximum (1 Day) \$2			
Sewer Machine	Small	\$75		
*Availability on machine	Medium	\$100		
may effect size used*	Large	\$150		
Jet Rod Machine	Small	\$300		
Pipe Freeze Machine	\$400			
Propress (Handheld)	\$50			
Recovery Machine	\$75			
EPA Fee	\$40			

ADDENDUM TO Harrell-Fish Incorporated AGREEMENT

- 1. Worker's Compensation. Harrell-Fish Incorporated ("Contractor") shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
- 2. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.
- 3. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board of 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.

Harrell-Fish Incorporated. "Contractor"	Board of Commissioners of Monroe County "Board"			
by				
Date	ATTEST:, 2023			
	Catherine Smith, Auditor			



Attorney who reviewed:

Monroe County Board of Commissioners Agenda Request Form

Date to be heard 06/28/23	Formal 🗸	Work session	on 🗌	Department [Commissioner	S
	ng, VET Environn C, Johnson Buildi		Vendor #	001547		
Executive Summary:						
This request is to approve the agreement wiservices at the Monroe County Johnson Hai					loor air samplir	ng
Fund Name(s):	Fund Numb	er(s):		ļ	Amount(s)	
County General	1000-0161				\$894.43	
Presenter: Richard Crider						
Speaker(s) for Zoom purposes: Name(s)	Phone	Number(s)				
(the speaker phone numbers will be remove			posting)			

CONSULTING AGREEMENT AND AUTHORIZATION TO PROCEED

This Agreement is between <u>VET Environmental Engineering, LLC</u> an Indiana corporation, with office at <u>2335 West Fountain Drive</u>, <u>Bloomington</u>, <u>Indiana 47404</u> and <u>Mr. David Gardner</u>, of the <u>Monroe County Commissioners</u>, with office at <u>100 West Kirkwood Avenue</u>, <u>Bloomington</u>, <u>Indiana 47404</u> ("CLIENT").

		-	,		
1.		evironmental Engineering, LLC agrees cluding attachments and amendments (n the services described in the COST ESTIMATE dated <u>June 14</u> , ES").	
2.	CLIENT authorizes VET Environmental Engineering, LLC to perform these SERVICES for the following project and location: Mold Indoor Air Sampling, 401 West 7 th Street, Bloomington, Indiana.				
3.	VET En		ing to per	form the SERVICES in exchange for the following fee (check and	
	_	CLIENT will pay on a time and mat to the attached Fee Schedule.	erial basis	s. VET Environmental Engineering, LLC will invoice according	
				ERVICES. VET Environmental Engineering, LLC will invoice or the parcel of property described in the PROPOSAL.	
	<u>X</u>	Engineering, LLC will invoice accord	ing to the	asis not to exceed the sum of \$894.43. VET Environmental Fee Schedule* attached to the PROPOSAL up to the stated limit. ngineering, LLC will stop performing unless CLIENT authorizes	
	* VET I	Environmental Engineering, LLC reser	ves the rig	ght to adjust its Fee Schedule annually.	
days of exceed (30) cal CLIEN' Environ	the date the maxin endar da F fails to mental E	of the invoice. CLIENT will pay an mum rate allowed by law for any payr ys from the date of the invoice. CLIED pay any undisputed invoiced amou	additional ment recei ENT will pants withing formance	ent. Each invoice is due and payable within thirty (30) calendar charge of one and one-half percent (1 1/2%) per month not to ved by VET Environmental Engineering, LLC more than thirty pay when due that portion of invoice, if any, not in dispute. If in thirty (30) calendar days of the date of the invoice, VET or terminate this Agreement without incurring any liability to	
5.	Special	Provisions : NONEX_ ATTA	CHMEN'	Γ	
6.	BENEA NEITH	ATH THE SURFACE OF A SITE ER CREATED NOR CONTRIB	MAY CF UTED T	OF HAZARDOUS MATERIALS OR POLLUTION ON OR REATE RISKS AND LIABILITIES. CONSULTANT HAS O THIS POLLUTION. CONSEQUENTLY, CLIENT RDINGLY LIMIT CONSULTANT'S LIABILITY.	
execute	d by VET ent becor		an offer to s below.	rms 7 through 16 on the following page). This Agreement when perform the services, open for acceptance within 30 days. This Environmental Engineering, LLC	
Ву:			Ву:	Reflect	
			Name:_	For: Sara Rae Hamidovic, MS, PE, CHMM	
Title:			Title:	President	

Date: 6/14/2023

- 7. **Standard of Care:** VET Environmental Engineering, LLC will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.
- 8. Indemnity / limitation of Liability: Subject to any limitations stated in this Agreement, VET Environmental Engineering, LLC will indemnify and hold harmless CLIENT, its officers, directors, employees, and subcontractors, from and against all claims and actions, including reasonable attorneys fees, arising out of damages or injuries to persons or tangible property to the extent they are caused by a professionally negligent act, error, or omission of VET Environmental Engineering, LLC or any of its agents, subcontractors, or employees in the performance of Services under this Agreement. VET Environmental Engineering, LLC will not be responsible for any loss, damage, or liability arising from any contributing negligent acts by CLIENT, its subcontractors, agents, staff, or consultants. Neither party will be responsible to the other for consequential damages including, but not limited to, loss of profit, loss of investment or business interruption. The CLIENT also agrees to seek recourse only against VET Environmental Engineering, LLC and not against its officers, employees, directors, or shareholders. The CLIENT agrees to limit VET Environmental Engineering, LLC's liability due to breach of contract, warranty or negligent acts, errors or omissions of VET Environmental Engineering, LLC to the fee paid to VET Environmental Engineering, LLC under this Agreement.
- 9. Hazardous Substances/Hazardous Waste: CLIENT represents that if CLIENT knows or has reason to suspect that hazardous substances or pollution may exist at the project site, CLIENT has fully informed VET Environmental Engineering, LLC. In the event VET Environmental Engineering, LLC encounters hazardous substances or contamination significantly beyond that originally represented by CLIENT, VET Environmental Engineering, LLC may suspend its Services and enter into good faith renegotiation of this Agreement. CLIENT acknowledges that VET Environmental Engineering, LLC has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site and CLIENT agrees to defend, indemnify, and hold harmless VET Environmental Engineering, LLC, from any claim or liability, arising out of VET Environmental Engineering, LLC's performance of work under this Agreement and made or brought against VET Environmental Engineering, LLC for any actual or threatened environmental pollution or contamination except to the extent that VET Environmental Engineering, LLC has negligently caused or contributed to any such pollution or contamination. This indemnification includes reasonable attorney fees and expenses incurred by VET Environmental Engineering, LLC in defense of such claim.
- 10. **Sample Ownership:** All samples and cuttings of materials containing hazardous contaminants are the property and responsibility of CLIENT. Removal of cuttings from the project site will remain the obligation of CLIENT. Absent direction from CLIENT, VET Environmental Engineering, LLC may return all contaminated samples and laboratory byproducts to the CLIENT for proper disposal or treatment.
- 11. **Documents and Records**: CLIENT acknowledges that VET Environmental Engineering, LLC's reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other similar documents ("Records") are instruments of professional service, not products. All data VET Environmental Engineering, LLC prepares for CLIENT under this Agreement will remain the property of VET Environmental Engineering, LLC. CLIENT will not use any VET Environmental Engineering, LLC data or report for any purpose other than its original purpose as defined in the PROPOSAL. CLIENT has no rights to incomplete or partial data. VET Environmental Engineering, LLC will retain these Records for a period of three (3) years following completion of this project. During this time, VET Environmental Engineering, LLC will reasonably make available the records to the CLIENT. VET Environmental Engineering, LLC may charge a reasonable fee in addition to its professional fees for retrieving or copying such records.
- 12. **Change Orders:** VET Environmental Engineering, LLC will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Services. VET Environmental Engineering, LLC will give CLIENT notice within ten (10) days of the change order of any resulting increase in fee. Unless Client objects in writing within five (5) days, the change order becomes a part of this Agreement.
- 13. **Third-Party Rights:** Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than CLIENT and VET Environmental Engineering, LLC.
- 14. **Assignment/ Status:** The CLIENT will not delegate, assign, sublet, or transfer any interest in this Agreement without the written consent of VET Environmental Engineering, LLC. VET Environmental Engineering, LLC is an independent consultant and not the agent or employee of CLIENT.
- 15. **Termination:** Either party may terminate the Services with or without cause upon ten (10) days advance written notice. If Client terminates without cause, CLIENT will pay VET Environmental Engineering, LLC costs incurred, noncancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors.
- 16. **Complete Agreement**: The Parties acknowledge this Agreement, including the Proposal and any Attachments constitute the entire Agreement between them. Unless stated otherwise in this Agreement, this Agreement may not be modified except in a writing signed by both parties. The parties agree that Indiana law governs this Agreement and any dispute involving the Agreement.

Mold Indoor Air Sampling 401 West 7th Street Bloomington, Indiana 47404 Cost Estimate Prepared 6/14/2023

Indoor Air Sampling							
Activity	Note	Units	Type		Unit Cost	To	otal Cost
Project Management	Principal Engineer	1	hour	@	\$ 136.00	\$	136.00
Field Work, Mobilization/Demobilization	Environmental Scientist	2.5	hours	@	\$ 80.00	\$	200.00
Equipment	Microsoft Surface Pro	0.25	day	@	\$ 50.00	\$	12.50
Equipment	Zefon Air Pump	0.25	day	@	\$ 25.00	\$	6.25
Daily Field Expense	•	0.25	day	@	\$ 25.00	\$	6.25
Mileage		3	miles	@	\$ 0.70	\$	2.10
Subtotal							363.10
	Laboratory Analytica	l					
Air Samples	Two indoor air samples, one ambient air sample - 48-hour laboratory turnaround time*	3	each	@	\$ 47.61	\$	142.83
Shipping			each	@	\$ 12.50	\$	12.50
Subtotal						\$	155.33
Reporting							
	Principal Engineer	1	hour	<u>@</u>	\$ 136.00	\$	136.00
Reporting	Environmental Scientist	3	hours	<u>@</u>	\$ 80.00	\$	240.00
Subtotal:						\$	376.00
Mold Sampling Event Total:					\$	894.43	

^{*}Laboratory Turnaround Time from time received, shipping typically takes one day

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ADDENDUM TO VET Environmental Engineering, LLC AGREEMENT

- 1. Worker's Compensation. VET Environmental Engineering, LLC ("Contractor") shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
- 2. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.
- 3. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board of 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.

VET Environmental Engineering, LLC "Contractor"	Board of Commissioners of Monroe County "Board"			
by				
Date	_ ATTEST:, 2023			
	Catherine Smith, Auditor			



Attorney who reviewed:

Monroe County Board of Commissioners Agenda Request Form

In-Color						
Date to be heard 06/28	/23 F	Formal Wo	rk session	Departmen	tCommissioner	s
						_
itle to appear on Agend	Resolution 2023-20; surplus	Declaration of iten	ns for Vendor	#		
Executive Summary:						
This request is to approve Departments.	the declaration of iter	ns for surplus from	the Highway, R	ecorder, and [¬]	Treasurer's	
Included are 11 file cabin	ets, 4 desks, 1 booksh	elf, 1 office chair, 1	chest freezer, a	nd 1 broken s	safe.	
The file cabinets, desks,	pookshelf and safe will	be sold as a scrap	metal group at	auction. (gov	deals.com)	
The chest freezer is oper	able and will be sold at	auction. (govdeals	s.com)			
The office chair is damag	ed and will be demolis	hed.				
Fund Name(s):		Fund Number(s):			Amount(s)	
						812-803-6
Presenter: Richard Cride	r					
Speaker(s) for Zo	om purposes:					
Name(s)		Phone Num	ber(s)			
Richard Crider						
(the speaker phone num	pers will be removed f	rom the document	prior to posting	1)		

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RESOLUTION 2023-20 RESOLUTION CONCERNING SURPLUS PROPERTY

A resolution to declare certain personal property of Monroe County to be no longer needed and unfit for the purpose for which it was intended, and to be considered surplus property for purposes of disposal.

WHEREAS, the Board of Commissioners of Monroe County, Indiana is empowered to declare unneeded property to be surplus property; and,

WHEREAS, the Board of Commissioners of Monroe County, Indiana, may authorize the disposal of surplus property pursuant to Indiana Code §5-22-22 - et seq.:

NOW, THEREFORE, be it resolved by the Board of Commissioners of Monroe County, Indiana, that:

- 1. Pursuant to Indiana Code §5-22-22 Sections 3 and 6, the property set forth in the attached "Exhibit A," consisting of eleven (11) file cabinets, four (4) desks, one (1) bookshelf, one (1) office chair, one (1) chest freezer, and one (1) broken safe shall be considered to be surplus for purposes of disposal. "Exhibit A" and "Exhibit B" identify the property to be sold and the corresponding inventory numbers for said property. Both exhibits are attached, incorporated herein, and is made a part of this Resolution.
- 2. Pursuant to Indiana Code § 5-22-22-8, the value of the office chair, as identified in "Exhibit A," is less than the estimated costs of the sale and transportation of said item. Therefore, this furniture item is deemed worthless or of no market value. This furniture item will either be demolished or junked.
- 3. The file cabinets, desks, bookshelf, and chest freezer as identified in "Exhibit A" have an individually estimated value of less than One Thousand Dollars (\$1,000.00) or collectively an estimated value of Five Thousand Dollars (\$5,000.00) or less. Pursuant to Indiana Code § 5-22-22-6, these items may be sold at either public or private sale without advertising. Monroe County elects to sale these items by public auction utilizing govdeals.com website. If determined by the Monroe County Facilities and Fleet Manager that the above-described property fails to sell at public auction or public sale, it may be demolished, sold as scrap, traded-in, or junked.
- 4. The above-described property may be removed from the Monroe County fixed asset inventory.

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS

This 28th day of June 2023.

"AYES"	"NAYS"			
Penny Githens, President	Penny Githens, President			
Julie Thomas, Vice President	Julie Thomas, Vice President			
Lee Jones, Commissioner	Lee Jones,			
Commissioner ATTEST:				
Catherine Smith, Auditor	_			

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

STEP 1						
Elected Off	icial/Department Head: Amy Swain	Date: 5-24-23				
Select one:	☐ Fixed Capital Asset (Item is reported to the Reason for Retirement of Item: Choose an in (Auditor: This represents a liability on the County but	em anco alman				
	X Inventory Item (Will have Manager+ bar code Reason for Surplus or Disposal? Other	<i>i</i>)				
If 'other' or 'r	elocated' were selected, please explain and/o	list new proposed location: no longer needed				
Department: Click here to enter department. sset/Inventory Item and Description: 122-96 Chest freezer 35"H x 73 ½" W x 29 ½" deep (incl. 1 ½" hinges)						
Were Federa	Funds used to purchase? ☐ YES x NO					
		ling agency OR Award notice stating item is exempt.				
Asset/Invent	ory Item value: Click here to enter value.					
STEP 2						
ITEM REM	AINS ON ACTIVE INVENTORY OR ASSET LIS AND DECLARATION FROM THE	FUNTIL COMPLETION OF STEP 4, FINAL APPROVAL BOC AT A PUBLIC MEETING.				
Maintenance	e/Technical Services Department: Click her	e to enter name. Date: Click here to enter date.				
Does the valu	ue of the item exceed the cost to auction the it	em: 🗆 YES 🖼 NO				
l have review	ed the aforementioned item and agree to the p	roposed retirement, surplus or disposal of said item.				
Fleet OR	Maintenance signature: Cohand Crad	·¬				
	ing Maintenance signature: Click here to enter	signature.				
7000	nical Services signature: Click here to enter sign	sature.				
	OF ITEM HAS BEEN TAKEN AND ENTERED IN NTORY UNTIL COMPLETION OF THIS FORM.	TO THE MANAGER+ SOFTWARE. ITEM REMAINS ON				
STEP 3 Auditor: Signa	dure:	Date:				
1999 April 1999 (1997)	orted Value: Click here to enter value. Depreciat					
STEP 4	V 71, 1975 12, 1970	The same of the sa				
Item(s) declare	mmissioners/Legal ed Surplus at Public Meeting on: Surplus Procedure and IC 5-22-22 et seq.	and may be disposed of as per County Property				
Signature:		Date:				
Configuration of		tot tot bye v				

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

Signature:	PARTICULAR SERVICIA SE ANTO ES CASA EN PRESENTO	Date:
Board of Con Item(s) declare	missioners/Legal Surplus at Public Meeting on: urplus Procedure and IC 5-22-22 et seq.	and may be disposed of as per County Property
Original Repor	ted Value; Click here to enter value. Depreci-	ated Value: Click here to enter value
STEP 3 Auditor: Signal	ure:	Date:
E PICTURE O		NTO THE MANAGER+ SOFTWARE, ITEM REMAINS ON
OR	ng Maintenance signature: Click here to ente cal Services signature: Click here to enter si	
OR	Maintenance signature: Behard Cra	
	AND THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRE	proposed retirement, surplus or disposal of said item.
	of the item exceed the cost to auction the	26000 (Marian) (1997)
		ere to enter name. Date: Click here to enter date.
ITEM REMA		ST UNTIL COMPLETION OF STEP 4, FINAL APPROVAL E BOC AT A PUBLIC MEETING.
STEP 2		
Asset/Invento	ry Itom value: Click here to enter value.	
If yas,	must attach approval to dispose from the awa	rding agency OR Award notice stating item is exempt.
Were Federal	Funds used to purchase? ☐ YES × NO	
Department: Asset/Inventory	Click here to enter department. Item and Description: CHAIR 22 Desk Chair	
If 'other' or 're	located were selected, please explain and/	or list new proposed location:
	X Inventory Item (Will have Manager+ bar co- Reason for Surplus or Disposal? Replace	
Select one:	☐ Fixed Capital Asset (Item is reported to the Reason for Retirement of Item: Choose an (Auditor) This represents a liability on the County by	item.
	ial/Department Head: Amy Swain	Date: 5-24-23

Fixed Capital Asset and Inventory Retirement Form

STEP 4 Board of Cor Item(s) declare	nmissioners/Legal d Surplus at Public Meeting on: urplus Procedure and IC 5-22-22 et s		_and may be disposed of as per County Property
STEP 3 Auditor: Signal	ure:	Depreciated Value	Date:
Does the value I have reviewed Fleet I OR Buildi OR Techn	o of the item exceed the cost to aud the aforementioned item and agraintenance signature: """ """ """ """ """ """ """	ree to the proposed Accepted Crube The to enter signature The to enter signature The to enter signature	retirement, surplus or disposal of said item.
STEP 2	AINS ON ACTIVE INVENTORY OR A AND DECLARATION I		COMPLETION OF STEP 4, FINAL APPROVAL A PUBLIC MEETING.
	ry item value: 30 Handle mechanisi il or Department Head Signature: J		en. Safe doesn't lock. Item usually lasts 10 years.
lf yes,	must atlach approval to dispose froi	n the awarding agen	cy OR Award notice stating item is exempt
Department: Asset/Invento	located' were selected, please exp Treasurer ry Item and Description: 2011 Ser Funds used to purchase? ☐ YES	trySafe Electronic Sa	proposed location: Click here to enter.
	(Auditor: This represents a liability on It X inventory Item (Will have Manage Reason for Surplus or Disposal?	e County balance sheet or+ bar code)	
STEP 1 Elected Office Select one:	ial/Department Head: Jessica Mo	orted to the State via	Date: 5/30/2023 Auditor)

Page 39 of 204

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

STEP 1	ELEGISM S OFFICE AT THE ASSESSMENT						
Elected Off	icial/Department Head: Lisa Ridge	Date: 6/22/23					
Select one:	☐ Fixed Capital Asset (Item is reported to Reason for Retirement of Item: (Auditor: This represents a liability on the County ☐X Inventory Item (Will have Manager+ bar	balance sheet)					
If 'other' or 'r	Reason for Surplus or Disposal? elocated' were selected, please explain and	Vor list new proposed location: Replaced with new.					
Department: Asset/Inventory Item and Description: (i.e. table, chair, 1998 Ford Pickup Truck) 4 desks, 11 file cabinets, 1 book Were Federal Funds used to purchase? If yes, must attach approval to dispose from the awarding agency OR Award natice stating item is exempt.							
Asset/Invento	ory Item value: 0	0 0					
	ial or Department Head Signature:	Sisa Ridge					
STEP 2		0					
ITEM REMA	AINS ON ACTIVE INVENTORY OR ASSET L AND DECLARATION FROM TH	ST UNTIL COMPLETION OF STEP 4, FINAL APPROVAL E BOC AT A PUBLIC MEETING.					
Maintenance/Technical Services Department: Date: 6/22/23							
Does the valu	Does the value of the item exceed the cost to auction the item: YES INO						
I have review	ed the aforementioned item and agree to th	e proposed retirement, surplus or disposal of said item.					
OR	Maintenance signature: Richard Crider	A State And Andrews Security And Andrews Security Andrews Security Andrews Security Andrews Security Andrews Security					
	ng Maintenance signature:						
OR Techn	ical Services signature:						
	OF ITEM HAS BEEN TAKEN AND ENTERED NTORY UNTIL COMPLETION OF THIS FORM	INTO THE MANAGER+ SOFTWARE. ITEM REMAINS ON					
STEP 3 Auditor (Capit	al Asset Only): Signature:	Oate:					
Original Repo	rted Value:	Depreciated Value:					
STEP 4 Board of Cor	mmissioners/Legal						
Item(s) declare	od Surplus at Public Meeting on: Surplus Procedure and IC 5-22-22 et seq.	and may be disposed of as per County Property					
Signature:	The first of the f	Date:					
and the second second second second							

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

Exhibit A

















Exhibit B

Inventory Item Numbers:
HWG-34
HWG-114
SB-116CF
CHAIR-22
112-S4
CH-204 SS
216-7
216-8
216-29
216-33
216-34
216-50
216-93
216-95
216-98
216-99
216-101
216-105
216-109



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 06/28/23	Formal Work session Departm	nent Health
Title to appear on Agenda: Approval of Grant (Public Health Prep	Contract Amendment for aredness Vendor #	
Executive Summary:		
Public Health Emergency Preparedness. This 1, 2023-June 30, 2024 in the amount of \$25,00 \$25,000 awarded during the time period of July This grant contract, through the CDC-funded Caimed at enhancing state and local preparedne Local Health Departments (LHDs) must partici includes meetings, exercises, trainings, and pl countermeasure (MCM) dispensing drills at an is to efficiently provide medical countermeasur Site Activation, Staff Notification and Assembly plan to detail the mechanism to communicate Bi-Annual communication drill.	uesting approval of an amendment to the currer amendment is extending the current grant cont 00. The total award noted in the document of \$3 y 1, 2022-June 30, 2023. Cities Readiness Initiative (CRI) program, requiress to better respond to public health and healt pate with a Metropolitan statistical area designation and efforts. All CRI LHDs must conduct annote identified POD location with the LHD jurisdiction to a large population in a short period of time y, and Facility Set Up. Other requirements inclusted local partners during an emergency, quarterly stant for the full-time Emergency Preparedness	rest for the term of July 50,000 includes the res various activities hcare emergencies. ated for their county. This ual medical on. The goal of the POD on. The three drills include: the developing a local y meetings, and a
Fund Name(s):	Fund Number(s):	Amount(s)
PHEP	8104	\$25,000.00
Presenter: Lori Kelley Speaker(s) for Zoom purposes:		
Name(s)	Phone Number(s)	
(the speaker phone numbers will be removed	from the document prior to posting)	

Baker, Lee

Attorney who reviewed:

Monroe County Board of Commissioners Agenda Request - Grant

REQUIRED

Federal .	Agency Department of Health and Hu	man Ser Federal Program Pu	ıblic Health Eme	ergency Preparedness
CFDA#	93.069	Federal Award Number and Yea	ar (or other ID)	NU90TP922052
Pass Thr	rough Entity: Indiana Department of	Health		
Request	completed by: Lori Kelley			

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

AMENDMENT #1

CONTRACT #0000000000000000000063160

This is an Amendment to the Grant Agreement (the "Grant") entered into by and between the **Indiana Department of Health** (the "State") and **MONROE COUNTY HEALTH DEPARTMENT** (the "Grantee") approved by the last State signatory on September 09, 2022 for the original Grant.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

The Grant is hereby amended as follows:

- 1. The Grant is extended for one (1) year and shall terminate on **June 30**, **2024**. **Attachment A-1** is hereby attached hereto and incorporated into this Agreement.
- 2. The consideration shall be increased in the amount of \$25,000.00. Attachments B-1 is hereby attached and fully incorporated into this Agreement. Total remuneration under the Grant is not to exceed \$50,000.00.

All matters set forth in the original Grant and not affected by this Amendment shall remain in full force and effect.

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 Amendment 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 Amendment, 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 Amendment by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Amendment to the State of Indiana. I understand that my signing and submitting this Amendment in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Amendment and this affirmation. I understand and agree that by electronically signing and submitting this Amendment in this fashion I am affirming to the truth of the information contained therein. I understand that this Amendment 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://secure.in.gov/apps/idoa/contractsearch/.

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

MONROE COUNTY HEALTH DEPARTMENT

MONROE COUNTY HEALTH DEPARTMENT	Indiana Department of Health
Ву:	Ву:
Title:	Title:
Date:	Date:
Electronically Approved by: Department of Administration	
By: (for) Rebecca Holwerda, Commissioner	
Electronically Approved by: State Budget Agency	Electronically Approved as to Form and Legality by: Office of the Attorney General
By: (for) Zachary Q. Jackson, Director	By: (for) Theodore E Rokita, Attorney General

INTRODUCTION

The Division of Emergency Preparedness (DEP) within the Indiana Department of Health (IDOH) is the entity responsible for administering the Cities Readiness Initiative (CRI) grant received from the Centers for Disease Control and Prevention (CDC). The IDOH DEP administers these funds through sub-recipient agreements which require various activities aimed at enhancing state and local preparedness to better respond to public health emergencies.

This Attachment provides the deliverables that must be completed by local health departments within the CRI program. Compensation under this contract will be provided based upon the receipt of the deliverables listed in this document.

Cities Readiness Initiative (CRI): A CDC-funded program designed to enhance preparedness in the nation's largest population centers, where nearly 60% of the U.S. population resides, to respond successfully to large public health emergencies needing life-saving medications and medical supplies. Metropolitan statistical area (MSA): An area containing a large population nucleus and adjacent communities that have a high degree of integration with that nucleus. The Office of Management and Budget (OMB) establishes and maintains MSAs solely for statistical purposes. The classification provides a nationally consistent set of delineations for collecting, tabulating, and publishing federal statistics for geographic areas.

Cities Readiness Initiative Planning Jurisdictions

There are four CRI planning jurisdictions in Indiana: Chicago, Indianapolis, Cincinnati, and Louisville. Each area consists of several local health departments.

Performance and Budget Period

The Performance Period is from 2019 – 2024. This five-year period is broken down into five Budget Periods (BP), BP 1 – BP 5. This document covers deliverables required in BP4; July 1, 2022 – June 30, 2023.

PHEP BP5 CRI Grant Deliverables

BP5 Grant Requirement: All CRI LHDs must participate with the MSA designated for their respective LHD County. This includes meetings, exercise, trainings, and planning efforts. IDOH District Coordinators will assist in connecting CRI LHDs to respective MSA Jurisdictional POC. Documentation: Meeting attendance record from event. IDOH DEP District will provide technical assistance to CRI LHDs.

Due: 10 days upon meeting to IDOH DEP District Coordinator

BP5 Grant Requirement: All CRI LHDs must participate in quarterly IDOH CRI Initiative meetings/calls. Documentation: Meeting attendance record from meeting. IDOH DEP PHEP District Coordinator will track attendance.

Due: Meetings will occur by:

9/30/2023 12/30/2023 3/30/2024 6/30/2024

BP5 Grant Requirement: All CRI LHDs must conduct annual medical countermeasure (MCM)dispensing drills at an identified POD location within LHD jurisdiction. The goal of a POD is to efficiently provide MCM to a large population in a short period of time. POD locations should be both familiar and easily accessible to the community. Effective security plans are necessary to protect the public, personnel, and dispensed/administered MCMs. The DTD tests dispensing procedures and verifies estimates of regimens (or courses) allotted to persons per hour for each POD layout.

The three MCM drills include: Site Activation, Staff Notification and Assembly Facility Set Up.

The staff notification, acknowledgment, and assembly drill are conducted to evaluate the jurisdictions' ability and timeliness in contacting staff from different operational categories that the jurisdiction would mobilize during a public health emergency.

This drill documents the following:

The time to notify staff of emergency operations.

The time for staff to acknowledge the notification message.

The percentage of staff that can assemble (report for duty) at their assigned operational locations within a prodetermined target time.

Importantly, the jurisdiction can collect data from a notional scenario or an actual staff assembly drill to determine staff assembly capability. Staff notification, acknowledgment, and assembly drills are crosscutting capabilities that serve critical functions in a wide variety of emergency response situations and encompass multiple functions, including dispensing, warehousing (RSS/RDS), distribution, security, command center management, and others.

Deliverable: After Action Report submitted to IDOH DEP PHEP District Coordinator.

Due: 6/30/2024

BP5 CRI Grant Requirement:

CRI/MSA Communications Plan-CRI LHDs must develop a local plan that details the mechanism for CRI LHDs to communicate to local partners as well as their jurisdictional MSA during an emergency. EMA HCC

Public Safety Agencies

Hospitals

Jurisdictional MSA

Deliverable: Communication plan submitted to IDOH DEP PEHP District Coordinator

Due: 12/30/2023

ADDITIONAL REQUIREMENTS:

*Below listed are PHEP Base requirement as well and only applicable to PHEP CRI requirement if LHD is not participating in PHEP BP5 Base.

Each CRI Local Health Department Preparedness Coordinator (or designated LHD representative) must attend all District HCC meetings/workshops.

Sign-in sheet will be collected from HCC by IDOH Field Preparedness Coordinators on a quarterly basis. (9/30/2023, 12/31/2023, 3/31/2024, 6/30/2024)

Each CRI Local Health Department Preparedness Coordinator must attend Local Health Department district meetings (preferred to be held monthly but are required to be held in person at least bi-monthly). Submit sign-in sheets and meeting minutes to IDOH Field Preparedness Coordinator.

Each CRI Local Health Department will participate in their respective District HCC Bi-Annual communications drill as conducted by the HCC.

AAR/IP will be collected from HCC by IODH Field Preparedness Coordinator.

Each CRI Local Health Department is required to invoice at a minimum of one time per month to DEP Invoice inbox and copy of IDOH Field Preparedness Coordinator Invoices MUST be sent to immore in health in gar, with IDOH DEP District Coordinator copied to be precessed.

ATTACHMENT B-1		
BUDGET		
PHEP SUB-AWARDEE/DIVISION OF EMERGENCY PREPAREDNESS		

	GRANT FUNDING SUMMARY AND ITEMIZATION				
			BASE	CRI	TOTAL
	ORIGINAL		\$25,000.00	\$0.00	\$25,000.00
ſ	AMENDMENT 1		\$25,000.00	\$0.00	\$25,000.00

TOTAL REMUNERATION	\$50,000.00

Federal grant funds have been awarded by the Centers for Disease Control & Prevention through the Indiana Department of Health to Grantee to further public health preparedness capabilities. All expenses claimed for reimbursement by Grantee must directly support the achievement of these capabilities. This is a cost reimbursement agreement. All claims for reimbursement shall be submitted electronically to The Division of Emergency Preparedness. This budget must be approved by DEP. Detailed budgets (attached) must be submitted and approved by June 1, 2023. All services and activities reflected in the budget must be completed by June 30, 2024.

Grantee shall procure and claim all funds allocated to the Supplies and Equipment categories in their approved budget by April 27, 2024. Budget revisions shall be accepted, and final budget revisions must be submitted to DEP on or before May 1, 2024. Final invoicing is due on or before August 29, 2024.

Grantee will be required to link each proposed expense to one or more Public Health Preparedness Capabilities. Expense activities include: Salary and Fringe, Supplies, Other, Travel, Equipment, and Contractual.



Attorney who reviewed:

Baker, Lee

Monroe County Board of Commissioners Agenda Request Form

Date to be heard 06/28/23	Formal V Work session	Department Health
Title to appear on Agenda: Approval of an Ai continuation of the Department Scho	e original Local Health	
Executive Summary:		
The Monroe County Health Department is repertment (LHD) School Liaison Grant award date of the original contract 64111, while also original grant agreement in the amount of \$4. The school liaison grant is focused on relation parochial schools within the Monroe County includes conducting quarterly county level so initiatives, educational offerings using best procommunicable disease response plans to envision/dental screenings and immunizations a such as Stop the Bleed and Cardiopulmonary are present and functioning, ensuring emerges support schools during screening events. This award requires at least one school liaison school liaison(s) should be trained in a health other health experience to enable them to proceed the school school of the school than the school than the school than the school liaison to proceed the school school of the school liaison to proceed	and until June 30, 2024. Approval of this of changing new deliverable dates and the 40,000.00. Inship building and school liaison supportion in the support of the support	request will extend the expiration ne addition of funding to the rt of all public, private, and utlined in the grant agreement, als on student health and wellness supporting schools in their ndemic related deficits in eparedness training and support ated external defibrillator's (AEDs) entification of resources to
Fund Name(s):	Fund Number(s):	Amount(s)
School Grant-CoAg	8111	\$440,000.00
Presenter: Lori Kelley		
Speaker(s) for Zoom purposes:		
Name(s) (the speaker phone numbers will be remove	Phone Number(s) d from the document prior to posting)	

AMENDMENT #1 CONTRACT #0000000000000000000064111

This is an Amendment to the Grant Agreement (the "Grant") entered into by and between the Indiana Department of Health (the "State") and MONROE COUNTY HEALTH DEPARTMENT (the "Grantee") approved by the last State signatory on August 31, 2022.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

The Grant is hereby amended as follows:

- 1. The Grant is extended for one (1) year and shall terminate on June 30, 2024.

 Attachment A-1 is hereby attached hereto and incorporated into this Agreement.
- 2. The consideration shall be increased in the amount of \$440,000.00. Attachment B-1 is hereby attached and fully incorporated into this Agreement. Total remuneration under the Grant shall not to exceed \$880,000.00.
- 3. Funding Source: Federal Funds are used as a funding source for this agreement under program name per Catalog of Federal Domestic Assistance (CFDA): CFDA#93.354 (Workforce Development) and CFDA#93.323 (ELC Expansion). Grantee shall comply with federal provisions attached as ATTACHMENT C-1 and incorporated herein.

All matters set forth in the original Grant and not affected by this Amendment shall remain in full force and effect.

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 Amendment 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 Amendment, 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 Amendment by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Amendment to the State of Indiana. I understand that my signing and submitting this Amendment in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Amendment and this affirmation. I understand and agree that by electronically signing and submitting this Amendment in this fashion I am affirming to the truth of the information contained therein. I understand that this Amendment 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://secure.in.gov/apps/idoa/contractsearch/.

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

Indiana Department of Health

MONROE COUNTY HEALTH DEPARTMENT

			· 1	
	Ву:		Ву:	
	Title: President- Penny Githens		Title:	
	Date:		Date:	
			-	
ļ	Electronically Approved by: Department of Administration			
	By: Rebecca Holw erda, Commissioner	(for)		
	Electronically Approved by: State Budget Agency		Electronically Approved as to Form and Legality by: Office of the Attorney General	
	By: Zachary Q. Jackson, Director	(for)	By: (for) Theodore E Rokita, Attorney General	

Local Health Department (LHD) School Liaison Grant

This amendment is a continuation of the original grant agreement and extends the expiration date to 06/30/2024. This amendment also changes new deliverable dates and adds additional funding to the original grant agreement found in Attachment B-1.

The school liaison grant is focused on continued relationship building and support of schools throughout the respective jurisdiction. School liaisons should work with all public, private, and parochial schools within their jurisdiction. Emphasis is on continuing services and programming found beneficial to schools and to enhance additional education and services based on results of school needs assessment and other interactions with schools.

- LHD will hire and train staff member to assume role of school liaison. Best practice
 recommendations are outlined below. LHD school liaison will work closely with Indiana Department
 of Health (IDOH) chief nurse consultant (CNC) as well as other IDOH staff to support the schools.
 - a. Recommendation is at least one school liaison who has only the duties of school liaison in their job description. The number of school liaisons per LHD and their work schedule, should be based on community need and the total number of schools within the county. The school liaison shall serve as a county-level resource for all public, private and charter K-12 schools within the county.
 - b. School liaison hours may be modified to meet the needs of the LHD, and schools being supported. For example: a full-time position may be split into two part-time positions or a LHD may need more than one full-time position to support the schools within the county. Example: county size, number of schools within the county, county level SVI.
 - c. The school liaison(s) will work closely with IDOH chief nurse consultant and epidemiology and preparedness field staff to support the schools. Immunizations quality assurance specialists are available as needed for vaccine related activities.
 - d. The liaison position should be trained in a health career such as a master's in public health (MPH), Public Health Nurse (PHN), epidemiologist, environmental health specialist, Emergency Medical Technician (EMT) or other public health experience to enable them to provide education to others.
 - e. Consider other hiring to support the work of the program, example: Data management position.
 - Please <u>submit contact information</u> for LHD designated school liaison(s) and LHD point of contact for year 2 or 3 of the grant.

(https://redcap.isdh.in.gov/surveys/?s=\Gar{G}3A7L99HP9HPPCHX)

✓ Submit to IDOH by July 31, 2023

- Please <u>submit school nursing leader and/or administrative contacts</u> for each of your schools/school corporations (part of Needs Assessment Survey)
 (https://redcap.isdh.in.gov/surveys/?s=LJ9YD8KXDTPMYRCW).
- 3. Submit to IDOH by Sept. 30, 2023LHD School Liaison Responsibilities:
 - School liaisons shall conduct county level school meetings on a quarterly basis (in person and
 virtual options acceptable) or more frequently if needed or requested by schools. Meetings
 should be scheduled with school nurse leaders and/or administrators if no nurse in school.

- Attend biannual informational sessions with IDOH staff, which provide an opportunity for learning and sharing of best practices established by others within the jurisdiction. These informational/sharing sessions will occur at least once per semester and more often if needed. These meetings ensure open communication between school liaisons, provide a forum to share best practices and ensure understanding of current guidance and considerations related to the program
- School liaisons and schools as invited by their LHD school liaison will have the availability of monthly office hours with IDOH staff including certified health credits (CHC) and regional managers to answer questions and provide support.
- School liaisons will collaborate with schools on the various student health and wellness initiatives and identify opportunities to provide additional support in the K-12 school environment. Ideas for additional initiatives and support can be found on the school resources page: https://www.in.gov/health/immunization/files/resource-list-for-school-liaisons-1.pdf.
 - School liaisons should be able to provide education related to communicable diseases and other school requested educational offerings using best practice, evidence-based resources to: o Schools
 - o Families (through school and community partnerships)
 - NOTE: The IDOH Resource List for school liaisons is posted on the IDOH website at https://www.in.gov/health/immunization/files/resource-list-for-school-liaisons-1.pdf
 - The IDOH chief nurse consultant will update school liaison resources on the IDOH website the by July 30, 2023, and as needed.
 - Resources will include references geared toward implementation of best practice initiatives.
 - Provide timely feedback to LHD and IDOH regarding school liaison activities and initiatives and report quarterly as activities and initiatives are added, expanded, and completed. Reporting to IDOH direct services REDCap includes progress made with liaison responsibilities including ability to achieve requirements set forth below: completion of school needs assessment, formalizing of communicable disease response plans, immunization clinics, educational information progress and all initiatives identified and acted upon to support schools. IDOH reporting template to be used. ()
 - ✓ Future quarterly reports are due on:
 - Dec. 30, 2023
 - March 30, 2024
 - June 30, 2024
- School needs assessment submit initial assessment and as needed for all schools/districts within jurisdiction. The Needs Assessment survey is always available and can be updated as needed by the LHD School liaison.
 - ✓ Please <u>submit the School Needs Assessment</u> survey by Sept. 30, 2023 https://redcap.isdh.in.gov/survevs/?s=LJ9YD8KXDTPMYRCW)
- Support schools in their communicable disease response plans to ensure continuity of planning throughout the jurisdiction.
 - o Have a working knowledge of 410 Indiana Administrative Code, Article 1 and the IDOH Communicable Disease Reference Guide for Schools and support schools in their

understanding of responsibilities, including: Utilizing the 2023 Communicable Disease Guide for Schools. There should be a Communicable Disease plan for each school corporation with emphasis on:

- Compliance with infection control measures
- Communicable disease reporting
- Outbreak management
- o IDOH will provide a School Communicable Disease Reference Guide Appendix A planning guide for the School Liaison and LHD to complete for its jurisdiction. Appendix A is available in the Communicable Disease Reference Guide for Schools:

 https://www.in.gov/health/files/2022-Communicable-Disease-Reference-Guide-for-Schools.pdf and includes a planning template for LHDs to complete with schools.

The below deliverable reporting requirements are captured in the School Direct Services Report.

- Coordinate, assist and ensure that schools with the jurisdiction have completed code driven
 requirements related to student health in Indiana. If pandemic related deficits remain a concern,
 focus on those areas as soon as possible to ensure students are up to date on required screenings
 and immunizations.
- Vision (IC 20-34-3-12) and hearing (IC 20-34-3-14) screenings at school
 - Screenings to occur at least once per school year, optimally once per semester. LHDs and Schools may partner with local community partners, IDOH Mobile Units and/or any other partner as identified to help schools complete screening requirements.
 - Submit clinic dates and outcomes via REDCap as you submit your quarterly reports.
- Dental health screenings to occur minimally once per school year, optimally one each semester.
 Dental health screenings are not required under Indiana Code but are strongly encouraged.
- Immunizations clinics should be offered at least once each semester to provide access to those immunizations required for school aged children as well as those recommended by the Center for Disease Control (CDC) Advisory Committee on Immunization Practices. Immunization clinics should include access to seasonal influenza and COVID-19 vaccines. Clinics may be provided per school/district or within specific jurisdictions based on the school-based needs assessment.
 - o Immunization clinics will occur a minimum of once each semester and ideally more often as schools prepare for exclusion.
 - o Parental consent is required for all childhood immunizations.
 - o Submit clinic dates and number of students immunized in quarterly reporting.
 - ✓ Please <u>submit Direct Services and Activity Reports</u> to IDOH quarterly (<u>https://redcap.isdh.in.gov/survevs/?s=DT79W334JEWDHNJR</u>).
 - ✓ Due dates for the quarterly reports are:
 - Sept. 30, 2023
 - Dec. 30, 2023
 - March 30, 2024
 - June 30, 2024
- Support the schools by:
 - Providing hands-on support in the school/districts when supporting OR coordinating initiatives
 - EXAMPLES include:

- Identification of resources to support schools during screening events
- Assistance with entering immunizations information into Child Health Immunization Registry Program (CHIRP)
- Developing educational trainings to support requests of the schools
- Providing emergency preparedness training and support i.e. Stop the Bleed,
 Cardiopulmonary Resuscitation (CPR), ensuring automated external defibrillators
 (AEDs) are present and functioning, securing the three emergency medications in schools
- · Identifying both external and internal resources available to support LHDs and schools
- Consider partnerships with local vendors and community members to support the needs of the schools
- · Continue and sustain best practices and initiatives as identified through this work.
 - NOTE: the role of the school liaison is evolving, and this list is not inclusive of opportunities to support the schools. Please contact the IDOH subject matter expert (SME) for questions.

As the Awardee, the IDOH Division of Emergency Preparedness (DEP) and Epidemiology Resource Center (ERC) are responsible for administering the Epidemiology and Laboratory Capacity Control of Emerging Infectious Diseases (ELC) Grant and Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123) (Coronavirus Supplemental). All funds are received from the Centers for Disease Control and Prevention (CDC) to support and sustain COVID-19 response activities. The intent of this funding is to provide funding to Local Public Health to sustain and support local public health COVID-19 Response efforts with a focus specifically on schools. All expenses claimed for reimbursement by Grantee must directly support the achievement of this goal. As a sub-awardee to these grants, the Local Health Department (herein) is provided funding to achieve these goals through a deliverables-based grant agreement with bi-annual reporting requirements to the IDOH. All deliverables outlined in Attachment A directly support the intent and requirements of the CDC, all claims for reimbursement shall be submitted electronically to IDOH for payment.

After completion of the herein delineated deliverables the Local Health Department may utilize the funds for supplies, equipment, personnel as deemed necessary by sub-awardee. The sub-awardee may utilize these funds at any time within the grant award period and/or thereafter.

All deliverables and associated requirements in the budget herein must be completed by <u>June 30, 2024</u> and invoiced to IDOH by August 29, 2024.

ATTACHMENT B-1	
BUDGET	
COVID-19 Local Health Department (LHD) School Grant	

GRANT FUNDING SUMMARY AND ITEMIZATION					
	Crisis CoAg Workforce Sustainment	School Reópening	Workforce Development& ELC Expansion	TOTAL	
ORIGINAL	\$220,000.00	\$220,000.00		\$440,000.00	
AMENDMENT 1	\$220,000.00	;	\$220,000.00	\$440,000.00	

TOTAL REMUNERATION	\$880,000.00 <

Deliverable 1:	Complete all required 1st quarter deadlines listed on Attachment A-1			
Due by:	9/30/2023	i .		
Percentage of Funding:	25% of AMENDMENT 1 Funding //			
Funding Amount:	\$110,000.00			

Deliverable 2:	Complete all required 2nd quarter deadlines listed on Attachment A-1				
Due by:	12/30/2023				
Percentage of Funding:	25% of AMENDMENT 1 Funding				
Funding Amount:	\$110,000.00				

Deliverable 3:	Complete all required 3rd quarter deadlines listed on Attachment A-1
Due by:	3/30/2024
Percentage of Funding:	25% of AMENDMENT 1 Funding
Funding Amount:	\$110,000.00

Deliverable 4:	Complete all required 4th quarter deadlines listed on Attachment A-1		
Due by:	6/30/2024		
Percentage of Funding:	25% of AMENDMENT 1 Funding		
Funding Amount:	\$110,000.00		

"S

Attachment C-1

Federal Agency: Department of Health and Human Services

CFDA Number: 93.323

Award Name: Enhancing Detection

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:

The grant program legislation and program regulation by statutory authority as provided for this
program and all other referenced codes and regulations.

 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.

Attachment C-1

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 fundacing; 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 Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) 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.

Attachment C-1

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 not execute this agreement until Contractor or Grantee completes the form in its entirety. The questionnaire will be sent in a separate email.

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.



Attorney who reviewed:

Monroe County Board of Commissioners Agenda Request Form

Date to be heard 06/28/2	23	Formal 🗸	Work sessi	ion 🗌	Departme	Technical Services
Title to appear on Agenda:	Soft Choice Adob August 2023 - Jul	e Licensing ren y 2024	ewal for	Vendor #	0560	
Executive Summary:						
Our annual Adobe Pro so edit, check for and correct				Adobe Pro	allows De	partments to make,
Agreement is for a period	•			ser license	es.	
l signosmismismismismismismismismismismismismis	2 c. cc y cac					
Fund Name(s):		Fund Numb	er(s):			Amount(s)
Cumulative Capital		1138				\$43,396.50
<u> </u>						
Presenter: Greg Crohn						
Speaker(s) for Zoo	m purposes:					
Speaker(s) for Zoo	m purposes:	Phone	e Number(s)			
Speaker(s) for Zoo	m purposes:		e Number(s) 335-7216			
Speaker(s) for Zoo Name(s)	m purposes:					



Softchoice Corporation 314 W Superior St #400 Chicago, IL 60654

Fax: (800) 268-7639

Quote	Q-1540469
Date	26-Jun-2023

Quote

Ship To: Greg Crohn County Of Monroe 100 W 7TH ST STE 300 BLOOMINGTON, IN 47404

Bill To: Greg Crohn County Of Monroe 119 W 7TH ST RM 22 **BLOOMINGTON IN**

47404

Quote Prepared For Greg Crohn

County Of Monroe

Phone: (812) 349-2522

Email: gcrohn@co.monroe.in.us

Quote Sent By Taylor Tsuji

> taylor.tsuji@softchoice.com Phone: (416) 588-9002

Fax:

Comments

Item #	Mfg SKU #	Description	Qty	Unit Price	Extended Price
2000400489		Adobe renewal orders cannot be processed until 30 days prior to anniversary date. Any changes to the counts on your portal between now and that period will require a new quote to be generated and make this quote invalid.			
2000575926	65271303BC06A12	Adobe Acrobat Pro DC for Enterprise - Enterprise Licensing Subscription Renewal (monthly) - 1 user - GOV - LGA - level 6 (100-999) - Win, Mac - Multi North American Language	350	\$123.99	\$43,396.50

	SUBTOTAL	\$43,396.50
	DELIVERY: Ground - 3 to 5 days	\$0.00
	State Tax	\$0.00
All currency in this quote is in (USD).	TOTAL	\$43,396.50

Pricing, availability and special offers are subject to change at any time.

This purchase is subject to Softchoice's online terms of sale, unless you have a separate purchase agreement signed by both your company and Softchoice, in which case, that separate agreement will govern. Softchoice's terms of sale can be found at:

https://www.softchoice.com/softchoice-terms-and-conditions-for-products

Signature:	
Name :	
Title:	

Date:

PO#: ((PO es :signer1))



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 06/28/23	Formal 🗸 Work session 🗌	Department Parks
Title to appear on Agenda: Graber Post Bui Agreement	Idings, Inc. Service Vend	or# 4798
Executive Summary:		
On 06-21-23, the Monroe County Parks & R Flatwoods Park shelter house roof. The service of the s		abel i ost bulluligs, ilic. to repail the
Fund Name(s):	Fund Number(s):	Amount(s)
County General Non-reverting Non-reverting	1000 1178 1179	Not to Exceed \$2,700
Presenter: Kelli Witmer		
Speaker(s) for Zoom purposes: Name(s)	Phone Number(s)	
Kelli Witmer (the speaker phone numbers will be remov		ing)

Molly Turner-King

Attorney who reviewed:

Agreement for Services

This Agreement is made between Graber Post Buildings, Inc. ("Contractor") and the Monroe County Parks and Recreation Board and Monroe County Board of Commissioners (collectively, "Monroe County"). The Contractor and Monroe County mutually agree as follows:

The terms of this Agreement enlist Contractor to provide services and supplies for repairs to the Flatwoods Park group shelter house roof. The following terms shall apply:

- Scope of Project. Monroe County wishes to retain the professional services of Contractor for
 replacement and installation of ridge cap, closures, and metal roof 2' down from ridge cap.
 Contractor will produce the services and supplies set forth in the one (1) page document
 attached which is marked as "Exhibit A, is incorporated herein, and made part of this
 Agreement.
- 2. Price. The total accumulated amount paid to Contractor under this Agreement shall not exceed Two-Thousand Seven Hundred Dollars \$2,700.00), without further written approval by Monroe County. Contractor shall submit an invoice for each project, including the times and dates worked, and a detailed description of the work performed. Invoices can be submitted to Kelli Witmer, MCPR Director, at kwitmer@co.monroe.in.us and/or 501 N. Morton St., Suite 100, Bloomington, IN 47404. The Monroe County Parks and Recreation Department shall pay Contractor's submitted invoices within forty-five (45) days of receipt.
- 3. Term. The term of this Agreement shall be from the date executed by both parties, below, and shall terminate on <u>December 31, 2023</u>. This Agreement may be extended by both parties if done so mutually and in writing and approved in the same manner as this Agreement. Either party may terminate this Agreement by giving written notice to the other party at least thirty (30) days in advance of the intended date of termination.
- 4. Indemnity. Contractor assumes all risks and responsibilities for accidents, injuries or damages to person(s) or property related to performance pursuant to this Agreement and agrees to indemnify and save harmless Monroe County from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Agreement, except such claims, costs or suits arising out of the negligence of Monroe County or its employees.
- 5. Worker's Compensation. Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana and furnish a certificate of such insurance to Monroe County before commencement of work on a project. Failure to provide this certificate may be regarded by Monroe County as material breach of this Agreement and may result in its cancellation without further cause. It shall be in Monroe County's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
- Liability Insurance. Contractor shall purchase and maintain comprehensive general liability
 insurance in amounts of at least One (1) million per occurrence, and Two (2) million dollars
 aggregate, and furnish proof of such insurance to Monroe County before commencement of

Graber Post pg. 1

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

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

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

- 8. Compliance with Law. Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations, including the County's policy prohibiting harassment. Contractor shall indemnify and save harmless Monroe County for any fines or expenses of any nature which it might incur from Contractor's noncompliance. Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:
 - a. Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
 - b. Contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program, if the E-Verify program no longer exists.
 - c. Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.
- 9. Independent Contractor. It is understood and agreed that Contractor executes this Agreement as an independent contractor and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods, and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
- 10. Captions. The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.

- 11. Governing Law. This Agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.
- 12. Entirety of Agreement. This Agreement, consisting of three (3) pages, constitutes the entire agreement between the parties and may be modified only in writing referencing this Agreement and signed by both parties.

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

Mauria Unalt	
Graber Post Buildings Inc. Represen	tative
<i>6 - 9 - 23</i> Date	
Date	
	OE COUNTY BOARD OF COMMISSIONERS 23, pursuant to Monroe County Code Chapter 266-5.
MONROE COUR	NTY BOARD OF COMMISSIONERS
"AYES"	"NAYS"
Penny Githens, President	Penny Githens, President
Julie Thomas, Vice President	Julie Thomas, Vice President
Lee Jones, Commissioner	Lee Jones, Commissioner
ATTEST:	

Graber Post pg. 3

Catherine Smith, Auditor





Monroe Co, Parks & Rec. 9499 Flatwoods Rd

Project Address: Same

Gosport, IN 47433

Graber Post Buildings 7716 N 900 E Montgomery, In 47558

(812) 636-7355 (800) 264-5013 (812) 636-4936 - fax www.graberpost.com

	ItOLOSOT .	
Date	6/6/3023	
Hould	altershibten interves tit un	

Bine Cell Humber 812-272-4852 Home Murdur:

Pax Number: Ship to Addesse

Specifications

Owner:

Address

Flatwoods Park Group Shelfer Roof Repair

Replace Ridgecap/closures & roof metal 2' down from ridge

Material & labor included

Two thousand, seven hundred		Dollars	\$2,700.00	("Pries")	
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Monroe County Board of Commissioners Agenda Request Form

Executive Summary: On 06-21-23, the Monroe County Parks & Recreation Board approved to hire Heffin Industries to perform backflow testing, reporting & repairs. The service agreement expires on 12-31-25. Fund Name(s): County General Non-reverting Non-reverting Non-reverting Presenter: Kelli Witmer	Date to be heard 06/28/23	Formal Work session	Department Parks
On 06-21-23, the Monroe County Parks & Recreation Board approved to hire Heflin Industries to perform backflow testing, reporting & repairs. The service agreement expires on 12-31-25. Fund Name(s): County General Non-reverting Non-reverting Presenter: Kellii Witmer	Title to appear on Agenda: Heflin Indu	Istries, Inc. Service Agreement Ve	endor # 3013
Fund Name(s): Fund Name(s): County General Non-reverting Non-reverting Fund Number(s): Fund Number(s): Fund Number(s): Amount(s) Not to Exceed \$4,000 Presenter: Kelli Witmer	Executive Summary:		
County General Non-reverting Non-reverting Presenter: Kelli Witmer	testing, reporting & repairs. The service	e agreement expires on 12-31-23.	
County General Non-reverting Non-reverting Non-reverting Presenter: Kelli Witmer	Fund Name(s):	Fund Number(s):	Amount(s)
	Non-reverting	1178	Not to Exceed \$4,000
	Presenter: Kelli Witmer		
Speaker(s) for Zoom purposes:	Speaker(s) for Zoom purposes	s:	
Name(s) Phone Number(s)	Name(s)	Phone Number(s)	
Kelli Witmer (the speaker phone numbers will be removed from the document prior to posting)	Kelli Witmer		

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Molly Turner-King

Attorney who reviewed:

Agreement for Services

This Agreement is made between Heflin Industries, Inc. ("Contractor") and the Monroe County Parks and Recreation Board and Monroe County Board of Commissioners (collectively, "Monroe County"). The Contractor and Monroe County mutually agree as follows:

The terms of the Agreement enlist Contractor to perform backflow testing at Monroe County Park facilities. The following terms shall apply:

1. Scope of Project. Monroe County wishes to retain the professional services of Contractor to perform backflow testing in accordance with state and local laws, rules and regulations and to report findings of said testing to the City of Bloomington Utilities by completing the "Backflow Prevention Assembly Test and Maintenance Report" and submitting findings through www.trackmybackflow.com and/or any other identified mechanism that is required by local ordinances. Contractor will also perform any necessary repairs and/or maintenance to the backflow prevention devices. Contractor shall provide the services listed in and for the rates set forth in the one (1) page document attached which is marked as "Exhibit A," is incorporated herein, and made a part of this Agreement.

Contractor shall communicate with Kelli Witmer, Monroe County Parks and Recreation Director at (812) 320-0963 and/or Andy French, Monroe County Parks Superintendent at (812) 272-4852 during business hours, Monday through Friday regarding the scheduling of annual backflow testing. Contractor shall provide Parks with a two (2) to three (3) day notice prior to any testing.

- 2. Price. The total accumulated amount paid to Contractor under this Agreement shall not exceed Four-Thousand dollars (\$4,000.00), without further written approval by Monroe County. Contractor shall submit an invoice for each project, including the times and dates worked, and a detailed description of the work performed. Invoices can be submitted to Kelli Witmer, Monroe County Parks and Recreation Director, at kwitmer@co.monroe.in.us and/or 501 N. Morton St., Suite 100, Bloomington, IN 47404. The Monroe County Parks and Recreation Department shall pay Contractor's submitted invoices within forty-five (45) days of receipt.
- 3. Term. The term of this Agreement shall be from the date executed by both parties, below, and shall terminate on <u>December 31, 2025</u>. This Agreement may be extended by both parties if done so mutually and in writing and approved in the same manner as this Agreement. Either party may terminate this Agreement by giving written notice to the other party at least thirty (30) days in advance of the intended date of termination.
- 4. Indemnity. Contractor assumes all risks and responsibilities for accidents, injuries or damages to person(s) or property related to performance pursuant to this Agreement and agrees to indemnify and save harmless Monroe County from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Agreement, except such claims, costs or suits arising out of the negligence of Monroe County or its employees.
- Worker's Compensation. Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana and furnish a certificate of

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

- 6. Liability Insurance. Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least One (1) million per occurrence, and Two (2) million dollars aggregate, and furnish proof of such insurance to Monroe County before commencement of work on a project. Failure to provide this certificate may be regarded by Monroe County, in its, sole discretion, as a material breach of this Agreement, and may result in its cancellation without further cause. It shall be in Monroe County's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
- 7. Non-discrimination. In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

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

- 8. Compliance with Law. Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations, including the County's policy prohibiting harassment. Contractor shall indemnify and save harmless Monroe County for any fines or expenses of any nature which it might incur from Contractor's noncompliance. Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:
 - a. Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
 - b. Contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program, if the E-Verify program no longer exists.
 - Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.
- 9. Independent Contractor. It is understood and agreed that Contractor executes this Agreement as an independent contractor and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and

contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.

- 10. Captions. The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
- 11. Governing Law. This Agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.
- 12. Entirety of Agreement. This Agreement, consisting of three (3) pages, constitutes the entire agreement between the parties and may be modified only in writing referencing this Agreement and signed by both parties.

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

D.J D.P.			
Heflin Industries, Inc. Representative	Date		
	OE COUNTY BOARD OF COMMISSIONERS 2023, pursuant to Monroe County Code Chapter 266-5.		
MONROE COUN	TY BOARD OF COMMISSIONERS		
"AYES"	"NAYS"		
Penny Githens, President	Penny Githens, President		
Julie Thomas, Vice President	Julie Thomas, Vice President		
Lee Jones, Commissioner	Lee Jones, Commissioner		
ATTEST:			
Catherine Smith, Auditor			



EXHIBIT .

May 1st, 2023

Attn: Kelli Witmer Monroe County Parks and Rec 501 N Morton Street, Suite 100 Bloomington, IN 47404

Re: Backflow Testing and Repair

Dear Kelli:

Heflin Industries offers the following proposal for Backflow Testing at various parks listed below:

Karst Farm Park – 6 Backflows Will Detmer Park – 2 Backflows

Each backflow test is \$120.00 with a \$30.00 trip charge per location. This price is good for three years 2023, 2024 and 2025.

This excludes premium time labor and materials needed to complete repairs. If repairs are needed, please see below for our Hourly Rates:

\$110.00 Regular Rate, \$165.00 Overtime Rate and \$220.00 for Sunday's or Holiday's.

Please feel free to call if you have any questions.

Sincerely,

Andy Hays Service Manager



Monroe County Board of Commissioners Agenda Request Form

Date to be heard $06/28/23$	Formal Work session	Department Parks
Title to appear on Agenda: J & S Locksmith,	Inc. Service Agreement Vendor #	640
Executive Summary:		
On 06-21-23, the Monroe County Parks & Rerepairs and locksmithing. The service agreer	ecreation Board approved to hire J & S Legan temperature and 11-01-25.	ocksmith to perform small engine
Fund Name(s):	Fund Number(s):	Amount(s)
County General Non-reverting Non-reverting	1000 1178 1179	Repair Not to Exceed \$500
Presenter: Kelli Witmer		
Speaker(s) for Zoom purposes:		
Name(s)	Phone Number(s)	
Kelli Witmer		
(the speaker phone numbers will be remove	ed from the document prior to posting)	

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Molly Turner-King

Attorney who reviewed:

Agreement for Services

This Agreement is made between J&S Locksmith ("Contractor") and the Monroe County Parks and Recreation Board and Monroe County Board of Commissioners (collectively, "Monroe County"). The Contractor and Monroe County mutually agree as follows:

The terms of the agreement enlist Contractor to perform repairs on small engines on equipment owned by Monroe County and/or provide repairs to locks. The following terms shall apply:

- 1. Scope of Project. Monroe County wishes to retain the professional services of Contractor at the hourly rates as set forth in "Exhibit A," consisting of one (1) page, which is incorporated herein and made part of this Agreement. Services performed may include but may not be limited to repairs to equipment owned by Monroe County. Hourly rates are established by Contractor and Contractor reserves the right to change the rates at their discretion. Contractors agrees to provide written notice to the Monroe County at least thirty (30) days in advance of any change in the hourly rates outlined in "Exhibit A." Monroe County shall accept or decline in writing any change in hourly rates. In the event that Monroe County declines the acceptance of a change in hourly rates, Monroe County shall provide notice of termination of this Agreement as outlined below.
 - a. Parties agree that any terms and conditions not contained or outlined within this Agreement are inapplicable. If either party wishes to include additional terms and conditions, the consent of both parties is required in writing and must be approved in the same manner that that this Agreement was approved prior to the commencement of any approved project.
 - b. Parties agree for any project that exceeds the not to exceed amount outlined below or the replacement cost of the equipment, the approval of a separate MOU is required. Funds available pursuant to this Agreement shall not be used as a partial payment for any project.
- 2. Price. The total amount paid to Contractor under this Agreement for any one individual project shall not exceed Five Hundred Dollars (\$500.00), without further written approval by Monroe County. Contractor shall submit an invoice for each project, including the times and dates worked, and a detailed description of the work performed. Invoices can be submitted to Kelli Witmer, Monroe County Parks and Recreation Director, at kwitmer@co.monroe.in.us and/or 501 N. Morton St., Suite 100, Bloomington, IN 47404. The Monroe County Parks and Recreation Department shall pay Contractor's submitted invoices within forty-five (45) days of receipt.
- 3. Term. The term of this Agreement shall be from the date executed by both parties, below, and shall terminate on November 1, 2025. This Agreement may be extended by both parties if done so mutually and in writing and approved in the same manner as this Agreement. Either party may terminate this Agreement by giving written notice to the other party at least thirty (30) days in advance of the intended date of termination.
- 4. Indemnity. Contractor assumes all risks and responsibilities for accidents, injuries or damages to person(s) or property related to performance pursuant to this Agreement and agrees to indemnify and save harmless Monroe County from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Agreement, except such claims, costs or suits arising out of the negligence of Monroe County or its employees.

- 5. Worker's Compensation. Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana and furnish a certificate of such insurance to Monroe County before commencement of work on a project. Failure to provide this certificate may be regarded by Monroe County as material breach of this Agreement and may result in its cancellation without further cause. It shall be in Monroe County's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
- 6. Liability Insurance. Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least One (1) million per occurrence, and Two (2) million dollars aggregate, and furnish proof of such insurance to Monroe County before commencement of work on a project. Failure to provide this certificate may be regarded by Monroe County, in its, sole discretion, as a material breach of this Agreement, and may result in its cancellation without further cause. It shall be in Monroe County's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
- 7. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

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

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 - b. Contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program, if the E-Verify program no longer exists.
 - c. Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.
- 9. Independent Contractor. It is understood and agreed that Contractor executes this Agreement as an independent contractor and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and

contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.

- 10. Captions. The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
- 11. Governing Law. This Agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.
- 12. Entirety of Agreement. This Agreement, consisting of three (3) pages and one (1) exhibit marked as "Exhibit A", constitutes the entire agreement between the parties and may be modified only in writing referencing this Agreement and signed by both parties.

eement as dated b

MIMING referencing ma rigidom	0114 0114 N-B
below in two counterparts, each of wh	tractor and Monroe County have executed this Agreement as nich shall be deemed an original. G-22-23 Date
thisday of	MONROE COUNTY BOARD OF COMMISSIONERS, 2023, pursuant to Monroe County Code Chapter 266-5.
MONROE C	OUNTY BOARD OF COMMISSIONERS
"AYES"	"NAYS"
Penny Githens, President	Penny Githens, President
Julie Thomas, Vice President	Julie Thomas, Vice President
Lee Jones, Commissioner	Lee Jones, Commissioner

ATTEST:

Catherine Smith, Auditor

J&S MOU 3



J&S LOCKSMITH AND LAWN EQUIPMENT 508 W 17th STREET BLOOMINGTON, IN 47404

LABOR RATES

CHAIN SHARPING

10" - 20" \$8.00 24" - 28" \$10.00 32" - 36" \$12.00

STIHL BLOWERS, TRIMMERS, AND SAWS \$68.50 PER HOUR

TORO PUSH MOWERS \$ 68.50 PER HOUR

TORO RIDING AND Z-TURN MOWERS \$ 90.50 PER HOUR



Attorney who reviewed:

Molly Turner-King

Monroe County Board of Commissioners Agenda Request Form

Date to be heard 06/28/23	Formal 🗸	Work session	Department Parks
Title to appear on Agenda: Karst	Athletic Complex Improvem	nent Plan Vendor	#
Executive Summary:			
Action Requested: To financially s fields with a LED light system at the Purpose: To improve tourism opp	he Karst Athletic Complex (KAC). Refer to the atta	achment for additional details.
On 06-21-23, the Monroe County list (see page 10 of BRCJ Report) 1. One to two Synthetic Fields v 2. One to two Synthetic Fields v 3. Replace drainage & irrigation 4. New LED light system on fiel 5. Replace HID to LED light system	i. with LED light system on fie with light conduit on fields # n on fields #6 & #7. ld #8.	elds #9 & #11.	g KAC capital improvement priority
The following persons will be in at Louis Malone, Executive Director Mike McAfee, Executive Director Pete Nelson, Director of Sports Andy Knust, Engineer for Bledson	or of Cutters Soccer Club. or of Visit Bloomington. Development of Visit Bloon	nington.	ort for synthetic fields.
Fund Name(s):	Fund Numb	er(s):	Amount(s)
Presenter: Kelli Witmer			
Speaker(s) for Zoom purp	ooses:		
Name(s)	Phone	· Number(s)	
Kelli Witmer	812-32	20-0963	
(the speaker phone numbers will	be removed from the docu	ıment prior to posting	r)

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June 28, 2023

To: Monroe County Board of Commissioners

From: Monroe County Parks & Recreation

Subject: Karst Athletic Complex

The Karst Athletic Complex (KAC), located at Karst Farm Park is approximately 33 years old and is need of a capital improvement infusion. The Parks Board hired Bledsoe, Riggert, Cooper, James (BRCJ) Engineering to prepare a 2nd KAC improvement plan with a construction cost opinion for each project. The Parks Board approved a project priority list, in which the top priority is investing in two synthetic turf fields with a LED light system. One synthetic turf field is a game changer, but two synthetic turf fields with lights is transformative for the complex.

The installation of synthetic turf will have the greatest positive impact on tourism opportunities and field playability. Two synthetic turf fields would enable the KAC to be better suited to compete for various sporting tournaments (soccer, lacrosse, ultimate "frisbee", quidditch "Harry Potter"). Visit Bloomington utilizes the direct spending for economic impact formula (\$158 per person, per day) for athletic events. For example, (1) mid-size (2) day youth soccer tournament may have a local economic impact of \$647,800.

It is possible to construct a synthetic turf field in the summer of 2024 and be played upon immediately, thus putting no strain on the remaining grass fields. Conversely, if a drainage & irrigation project is chosen before synthetic fields are built, the remaining grass fields will sustain greater wear damage and the fields that should have been naturally rotated out will remain in play. It is estimated that the construction and recovery time for grass to reestablish is 14-18 months.

<u>Synthetic turf fields</u> allow for a longer playing season, increased field rental revenue, less yearly maintenance costs, no irrigation use, immediate playability after a rain event, and an asset to local families.

- 1. A typical grass field season is from mid-March to October 31st and a synthetic turf field can be played on all year, as long as the temperature stays above freezing.
- 2. Field rental fees for synthetic turf fields are usually higher than grass fields, which will increase field rental revenue.
- 3. The yearly maintenance for one grass field typically cost \$14,500 compared to \$1,300 for a synthetic turf field. Over 20 years, yearly maintenance for one grass field will cost at least \$300,000 while a synthetic turf field will cost approximately \$30,000 (does not include turf/infill replacement).
- 4. A grass field requires multiple types of equipment, mowing 1-3 times a week, line painting 1 time a week, aerifying, pest control, herbicide treatment, etc. Conversely, a synthetic turf field will only need to be groomed once a week and advanced maintenance provided by the turf vendor 1-2 times a year. Synthetic turf fields use substantially less diesel/gas, thus reducing the carbon dioxide emissions required to maintain an athletic field.
- 5. Synthetic turf fields use no irrigation/water system, thus saving thousands of gallons of precious water. Grass fields used for games must be irrigated to maintain safe playing conditions. CBU has been steadily increasing rates for customers using water for irrigation purposes.
- 6. The KAC grass fields drain poorly due to age and crushed drains, therefore games are cancelled due to standing water more often than at other venues. This has a tremendous negative impact on local and visiting teams. Conversely, synthetic turf fields can be played upon almost immediately, depending on the amount and duration of a rain event.
- 7. If synthetic turf fields attract additional tournaments, local families can stay close to home instead of traveling to Indianapolis. This will leave families with more money to spend locally and assist families with multiple children playing in various age groups.

As with all park facilities, the health and safety of our participants is paramount. Please refer to BRCJ plan pages 6-8 for a more detailed explanation of turf and infill materials. Infill comes in different materials such as crumb rubber, plastic pellets or natural/organic materials such as cork, processed wood fiber, rice hulls and coconut husk/coir fiber. A synthetic turf field's surface temperature is hotter than a natural grass field, but natural/organic infill has cooler surface temperatures than rubber infill. This is largely a result of the ability of natural materials to retain moisture for a longer period. Another issue with any type of pelletized rubber or plastic infill material is that it would constitute a significant source of micro-plastic pollution as the material is inevitably tracked out of the facility and transported into adjacent parking lots, storm drains, and waterways. Each infill has its own pros & cons, but the technology and engineering have advanced since the first versions of turf/infill in 1966.

A synthetic turf field would need to pass a GMAX test for shock absorption. This test is identical to a playground surface test. A GMAX test measures impact attenuation - the ability of the playing surface to absorb the "shock", or kinetic energy from a collision, such as a player falling to the surface. Another issue is bacterial growth. Although scholarly research has found that synthetic turf is generally not a hospitable environment for bacterial growth (Penn State, 2022), sanitation may be a concern at some facilities, especially where artificial turf surfaces are located indoors. Since the KAC fields would be located outdoors, the turf will be naturally exposed to UV radiation from the sun. Regular raking/sweeping of the turf would redistribute infill granules ensuring that sunlight frequently reaches all of the near-surface particles, and specialized sanitizing equipment should not be needed. For times of intensive field usage, and/or global pandemic, a spray disinfectant may be applied to hot spots on the field surface.

Approximately every 10 years, the synthetic turf and infill will need to be replaced due to usage and UV damage. The Department proposes to bank additional revenue brought in by two synthetic turf fields and by assessing a capital development fee (similar to the YMCA) to synthetic field renters. It is estimated that Cutters utilizes 2/3 of the KAC and are willing to pay their fair share (this is a separate fee from the field rental fee agreement that was executed in 2023). We can't promise that after 10 years we will have saved enough to pay for 100% of the replacement of the synthetic turf and infill, but it will be a respectable amount. The Department will also solicit donors, sponsorships and field naming rights to add to the savings account.

BRCJ KAC Improvement Plan

Refer to page 10 and attachment (A) for engineer's opinion of probable construction cost.

INDY PREMIERE SOCCER CLUB, FISHERS, IN

(1) Full Sided & (2) U 11/12 Fields









KARST FARM PARK KARST ATHLETIC COMPLEX ATHLETIC FIELD IMPROVEMENT PLAN



2023 Supplement and Cost Opinion Update

Prepared By:

Bledsoe Riggert Cooper James, Inc.

Andrew E. Knust, P.E.

Project No. 11262

June, 2023

Bledsoe Riggert Cooper James

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FIGURE 4: Irrigation System Improvement Plan, Fields 3-7 (From 2020 KAC Plan)

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A: Engineer's Estimates of Probable Construction Cost for Recommended Projects

B: Musco Sports Lighting, LLC. - Updated Budget Estimate

C: Field Size Reference Chart

1. BACKGROUND:

In 2020, BRCJ completed an Athletic Field Improvement Plan for the Karst Athletic Complex (KAC) which addressed concept-level design and construction cost estimates for drainage, irrigation, and lighting improvements to all 12 of the athletic fields within the KAC. Potential options for synthetic turf installation were also considered in the 2020 report. This supplement to the 2020 Improvement Plan includes updates to selected conceptual designs and construction cost opinions for recommended improvements to Fields 6 - 7 (Natural Turf), Field 8 (Lighting), and Fields 9 & 11 (Synthetic Turf).

2. RECOMMENDED IMPROVEMENTS

The following recommendations have been updated to address top priority projects to improve the KAC facilities. Other recommendations made in the 2020 improvement plan are still relevant and applicable to the KAC facilities, but have not been revised or updated for this 2023 supplement.

2.1. Natural Grass Fields 6-7

Fields 1 through 4, 6 and 7 are the oldest athletic fields at Karst Farm Park. These fields are served by a common irrigation system, and have similar drainage and lighting facilities. Currently, the best field in terms of playability is Field 8, owing to the relatively recent construction of the drainage and irrigation systems on that field in 2005. Field 8, however, does not have a lighting system, limiting the hours during which it can be used.

2.1.1. Irrigation - Fields 6-7

The main irrigation system and pump house were originally installed with the construction of the first four fields around 1990. The system was subsequently extended to irrigate fields 6 & 7. The water supply for the main irrigation system is fed from a 4" tap on CBU's 12" main near the intersection of Airport Road and Endwright Road. Despite its age, the irrigation system continues to perform thanks to regular maintenance by MCPR staff, which has included a complete replacement of the pump in 2019. However, the hydraulic actuation technology that drives the system is becoming outdated, and replacement parts are becoming more difficult to obtain.

Upgrading the existing irrigation system to a more modern electronically actuated system is recommended. Electronic systems use a copper signal wire to open and close the valves located at each field, while the existing hydraulic system relies on a network of water-filled plastic tubing to open and close the valves with a change in pressure. As the tubing ages, it is prone to cracking and leaking, and the location of the leaks can be difficult to find. A newer electronic system will be less prone to failure, and more cost effective to maintain.

Replacement of the irrigation system would involve all new piping, valves, wiring, and sprinkler heads. The existing pump house could continue to serve the new system, but essentially all of the other components would need to be replaced. For the 2020 KAC Improvement Plan, SiteOne Project Services provided preliminary designs for a new electronically actuated irrigation system to serve Fields 1-4 and 6-7. An Updated cost estimate for Fields 6 & 7 is included in this 2023 supplement, including a new trunk line that can later be tapped to serve a future irrigation system at Fields 3 and 4.

Given the level of disturbance to the field for the installation of a new irrigation system it would make sense to install new drainage system at the same time. Coordinating the construction of the drainage and irrigation systems would also limit utility conflicts and reduce construction costs.

2.1.2. Drainage - Fields 6-7

According to MCPR maintenance personnel, Fields 6-7 are believed to have 4" diameter underdrains at a relatively wide spacing. When Fields 6 and 7 were expanded to the west after their initial construction, no additional underdrains were installed, resulting in especially poor drainage along the west sideline. The drains at Fields 6 and 7 may also have been crushed by large equipment shortly after installation. Considering these factors, and the age of the subdrainage systems at Fields 6-7, it is apparent that they are simply nearing the end of their useful lifespan and need to be replaced.

The conceptual design for a new subsurface drainage system for Fields 6 & 7 has been arranged to minimize conflict with the proposed irrigation systems. Refer to Figures 3 and 4 from the 2020 KAC Improvement Plan - included herein for reference. New drain lines should be installed with a filter sock to limit infiltration of silt and fine sediment that may clog the pipes over time. Use of a chain trencher to install the drain pipe may allow for reduced impact to the field surface during installation of the new drainage lines. Flat panel drains could be installed vertically to further reduce the width of the trenches and required turf restoration.

2.1.3. Natural Turf Regular Maintenance

As any homeowner with a lawn would know, natural grass turf requires frequent maintenance. However, an exponentially greater level of effort, expertise, and equipment are needed to maintain 24+ acres of natural grass at a higher standard of athletic field performance. The regular maintenance season runs from mid-February to mid-November, with some maintenance activities occurring also in the winter months. The following table lists the maintenance activities and approximate frequency for natural grass fields. Note that each of these activities requires dedicated staff time and specialized equipment.

ACTIVITY	FREQUENCY
Aerify - Plugs	2 x year
Aerify - Slice	5 x year
Goal Box Maintenance	Major 2 x year & minor 1 x week
Grow Blankets	Install 1 x year, remove 1 x year, periodic checks
Herbicide - Full Field Application	1 x year every 1-3 years
Herbicide - Spot Treatment	As needed
Mowing	1-2 x week, 3 x for tournament prep
Paint Field Lines	1 x week
Pest Control	Weekly as needed
Sharpen Mower Blades	1 x every 2 weeks
Weed Eat around field amenities	1 x week

2.1.1. Natural Turf Rest & Recovery

While natural turf requires considerable active maintenance, it also requires a great deal of rest and recovery time for the grass to re-grow before and after intensive use. This could be described as passive maintenance - ensuring that the fields are not damaged by overuse during

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sensitive conditions. For example, play cannot be allowed on natural grass fields during wet conditions, or when the grass is dormant during the winter months - even if the weather happens to be warm.

For best performance, each field needs to be regularly rotated out of active use for an *entire* season to fully recover and regrow. As a result, only 11 of the 12 fields in the KAC are available for use during a typical athletic season. If Fields 6 & 7 are both taken out for installation of new irrigation and drainage, they would require a full year to recover, and the pressure on the remaining 10 fields would be increased. To meet demand, other fields in need of rest time would have to remain in use, and conditions would likely deteriorate.

2.1.2. Lighting - Fields 6, 7, & 8

Existing lighting systems at Fields 6-7 were installed in 1996. Maintenance on the lighting is routinely performed by Cassady Electrical Contractors who report that recent repairs to the lights have become increasingly expensive due to the need for replacement wiring harnesses and difficulty in obtaining replacement fixtures for HID lighting systems.

Both Cassady and Musco Sports Lighting have recommended progressively upgrading the existing systems to LED fixtures which use much less energy and have longer life span. The existing poles would not need to be replaced for an LED upgrade, only the cross arm at the top of the poles, wiring, and controls. By salvaging the working components from the upgraded fields, the remaining HID systems could be maintained at lower cost until all of the lighting systems are upgraded. Updated cost estimates for LED retrofits to the Fields 6 and 7 lighting systems are included in Attachment B.

Field 8 is not presently equipped with lighting. Musco has prepared an updated budget estimate for a new lighting system on Field 8, included in Attachment B. While Musco's estimate includes all of the installation, underground conduit, wiring, and labor for the lighting system, it does not include the installation of a new electrical service to power the lights. Duke Energy has provided an estimate for setting a new service for Field 8 lighting, extended from the transformer on the east side of Field 6. It may also be possible to establish a new service from the north, provided by REMC.

2.2. Fields 9-12

In the northwest corner of Karst Farm Park, Fields 9-12 were graded out in 2007 - 2008. There is a slight crown running north-south through the center of the area such that Fields 9 & 10 slope east toward the Karst Farm Greenway & Duckworth Pond, while Fields 11 & 12 slope west toward the dog park. No irrigation or underdrains have been installed, and all four of these fields are in relatively poor condition.

2.2.1. Synthetic Turf

For this 2023 improvement plan update, the conceptual design has been further developed for synthetic turf installation at Fields 9 & 11. An update to Figure 7 synthetic turf field layout is included in this report. Although considerably more expensive than natural grass, synthetic turf requires less frequent maintenance, and offers continuous playability with no rest time needed between uses. As a result, if a synthetic turf field is efficiently utilized, the calculated cost per hour of usage could be less than that of a natural grass field.

Focusing the improvements on fields 9 and 11 instead of 10 and 12 will make the higher quality fields more accessible from the adjacent parking area, in addition to drainage and electrical infrastructure. Under the proposed concept design, Fields 10 and 12 would remain as natural grass fields, and could continue to be used as they are today without any significant impact to their function. Future improvements to Fields 10 and 12, either as natural turf or as synthetic, would not be precluded by the installation of synthetic turf at Fields 9 & 11.

If budget constraints should reduce the scope of the project to one synthetic field, Field 11 would be the best choice. It is located near several parking areas, and can readily be served by necessary utilities. Installation of the grading, drainage, and lighting systems could be designed to accommodate possible future construction of synthetic turf at Field 9 with minimal disruption to usage at Field 11.

2.2.1.1. Drainage

One of the main advantages of synthetic turf is that the surface drains rapidly, allowing the fields to be used shortly after a rain, while natural turf requires time to dry out. Rainfall percolates through the synthetic turf "carpet", and underlying shock pad (if used). Perforated underdrains are installed at regular spacing in the open-graded bedding stone to intercept subsurface drainage and convey it to larger collector pipes along the sidelines. As a consequence of the rapid drainage response, runoff from a synthetic turf field can be expected to reach the outfall point more quickly than from a natural grass field. Current state laws and local ordinance will likely require storm drainage detention to mitigate the potential increase in peak runoff rates from a synthetic turf field. Fortunately, drainage from fields 9 and/or 11 can be directed eastward to Duckworth Pond where some modifications to the outlet controls should provide the required peak flow controls.

2.2.1.2. Turf & Infill materials

Major suppliers of synthetic turf serving southern Indiana include AstroTurf, SprinTurf, FieldTurf, and Midwest Sport and Turf Systems. While there are certainly differences between the turf products that these companies manufacture, they are all basically composed of monofilament and/or slit-film polymer fibers woven together to create a large carpet. Fibers of different colors are used to create patterns on the surface, customized for each installation. For the conceptual design included in this report, it is assumed that the turf surfaces would be manufactured with standard field markings for multiple soccer field sizes and arrangements, such that there would be little need for field marking & restriping between different events.

The variability among different infill materials & qualities appears to be much greater than that of the turf itself. One common factor among all of the infill options seems to be the use of silica sand mixed at varying ratios with some other material to fill the voids between the turf fibers, stabilizing the surface and increasing the safety of athletes by providing shock-absorbency and cushioning falls. The industry standard since at least the 1990's has been to blend silica sand with crumb rubber (a.k.a. Styrene Butadien Rubber, or SBR), often derived from used tires. While there is scant, if any, reliable evidence of ill health effects related to crumb rubber exposure, there is a growing public perception problem. This, in addition to the significant and well-documented difference in higher surface temperature on synthetic turf vs. natural turf fields, has led to a rise in the availability of alternative infill materials.

Some of the infill alternatives are simply different types of rubber or plastic pellets, including EPDM, and TPE. These materials may have benefits with regard to the field surface temperature and are possibly less of a health concern, but the increased cost is significant when

compared to crumb rubber. Furthermore, any type of pelletized rubber or plastic infill material would constitute a significant source of micro-plastic pollution as the material is inevitably tracked out of the facility and transported into adjacent parking lots, storm drains, and waterways.

Natural/organic infills are being produced by a variety of companies and are becoming more common. The materials include cork, processed wood fiber, rice hulls, and coconut husk (a.k.a. coir fiber). Since none of these materials has the inherent impact attenuation properties of rubber, a shock absorbent pad is required beneath the turf surface to achieve a safe G-Max rating. Shock pads are typically made from a durable expanded polypropylene or cross-linked polyethylene material with pores or voids for surface drainage to pass through. With the possible exception of cork, the increase in cost associated with natural infills is primarily associated with the required shock pad, as the cost of the natural infill material itself tends to be similar to the cost of sand/rubber. Cork is likely to come with a further increase in cost.

While some infill and turf materials are proprietary to specific manufacturers and are not fully compatible with all other infill/turf materials, natural infills can generally be used with any synthetic turf surface. The natural infill materials most frequently recommended by synthetic turf manufacturers interviewed for this report are BrockFILL by Brock USA, and NaturalCool by GreenPlay. The primary advantage common to all of these natural/organic infill materials is the apparent reduction in surface temperature as compared to crumb rubber. This is largely a result of the ability of natural materials to retain moisture for a longer period. In prolonged dry conditions, natural infill may not be much cooler than crumb rubber, and regardless of the infill material, any synthetic turf will likely be hotter than natural grass.

BrockFILL is an engineered wood product which uses a proprietary process to remove splinters and dust, and generate rounded wood particles. The particles are mixed with silica sand and used as infill without any use of coatings or additives. BrockFILL appears to be the only natural infill material with a manufacturer warranty of 10 years, matching (or possibly exceeding) the warranty typically provided for the synthetic turf surface itself. Despite this, there are some reports that BrockFILL has a tendency to break down over time and generate dust. And, similar to crumb rubber, BrockFILL is a particulate material which will have a tendency to fly up on impact, get displaced, and be tracked out of the facility. While BrockFILL can be used with any make of synthetic turf, proprietary arrangements require that it is only used with a Brock USA shock pad.

NaturalCool is composed of coconut fiber "coir" material which has historically been used to produce ropes. Some additional effort may be required to mesh the coir fibers into the synthetic turf fibers, but once it is in, the NaturalCool infill fibers simulate the "thatch" of natural grass. As a result, the tendency for this material to fly out or get displaced will be much less than with any particulate infill material. Grooming procedures are reportedly the same as for any synthetic field. NaturalCool infill can be used with any combination of turf and shock pad.

2.2.1.3. Synthetic Turf Maintenance Considerations

2.2.1.3.1. Regular Maintenance

Unlike natural turf, synthetic turf does not require mowing, irrigation, or fertilizer. It does, however, require regular maintenance. Regular cleaning and grooming should be performed every 1-2 weeks, depending on the season and level of use. One general guideline

recommends that the surface should be groomed after approximately 100 hours of use. Standard grooming equipment consists of rakes and brushes that are towed or dragged across the field surface behind a Gator, ATV, or small tractor. Some models combine rakes, brushes and levelers to rake out leaves and debris, brush up dirt, and loosen and redistribute compacted infill. Some turf manufacturers will provide their recommended grooming equipment with the installation of the turf. Otherwise, MCPR should plan on purchasing basic cleaning/grooming equipment (SMG TurfCare TCA 1400, GreensGroomer 920SDE, or similar), at a cost of roughly \$5,000.00 to \$10,000.00. MCPR may also wish to locate a small shed near the facility for storage of the grooming equipment and spare infill material.

Advanced maintenance should be performed 1 - 2 times per year, including deep cleaning of the turf, refreshing & refilling of infill material, spot repairs, and surface hardness/impact testing (i.e. G-Max test). Manufacturers interviewed for this study do offer an annual maintenance agreement that would provide these services for around \$5,000 per year.

Although scholarly research has found that synthetic turf is generally not a hospitable environment for bacterial growth (Penn State, 2022), sanitation may be a concern at some facilities, especially where artificial turf surfaces are located indoors. Some equipment manufacturers do offer groomers with ultra-violet (UV) sanitation units (e.g. GreenZapr by GreensGroomer, Inc.) This equipment employs UV radiation to kill bacteria and viruses that may contaminate the turf surface. Since the KAC fields would be located outdoors, the turf will naturally be exposed to UV radiation from the sun. Regular raking/sweeping of the turf would redistribute infill granules ensuring that sunlight frequently reaches all of the near-surface particles, and special sanitizing equipment should not be needed. For times of intensive field usage, and/or global pandemic, a spray disinfectant may be applied to hot-spots on the field surface.

Maintenance Requirements for Synthetic Turf Systems are summarized in the table below:

ACTIVITY	FREQUENCY
Advanced Maintenance (provided by vendor	1 - 2 x year
agreement)	
Grooming by MCPR staff	1 x every 1-2 weeks, depends on amount of play
Spot Maintenance for disinfection by MCPR staff	As needed

Unlike natural turf, synthetic turf requires no rest or recovery time between uses. The turf will be ready to play during wet conditions, including light rain. During sub-freezing temperatures, however, play is not recommended due to increased risk of impact injuries on the frozen surface.

2.2.1.3.2. Synthetic Field Surface Replacement

Synthetic Turf manufacturers typically provide a warranty of 8-10 years, and generally recommend complete replacement of the surface and infill after about 10 years. Assuming that the underlying base materials, drainage system, and shock pad (if used) have been properly installed, removal and replacement of the synthetic surface may cost between \$6.00 and \$7.50 per square foot.

If a shock pad is installed, perhaps in combination with a natural infill material, the pad can be expected to outlast the turf surface. Two examples of shock pads studied for this report come with 16-year and 25-year warranties (Brock PowerBase YSR, and Schmitz ProPlay-Sport20, respectively) - indicating that a shock pad layer could remain in place through two to three

replacement cycles of turf surface and infill material. When the shock pad has reached the end of its lifespan after 20 to 30 years it can be replaced for roughly \$1.50 per square foot.

2.2.2. Lighting - Fields 9 & 11

Installation of sports lighting for Fields 9 & 11 is recommended to maximize available playing time on the synthetic surfaces. If budget constraints demand that lighting installation is delayed, it would be possible to install buried conduit runs to each of the proposed light pole locations before the synthetic turf is installed, such that lighting could be installed at a later date without having to dig up the fields. Musco would also offer a lease agreement for purchase of the lights upon request by Monroe County. When the lights go up, a new electrical service with transformer and service panel would need to be installed by Duke Energy, the cost of which is estimated based upon the anticipated usage. It may also be possible to establish a new service from the north, provided by REMC.

3. SUMMARY OF RECOMMENDED PROJECTS

Table 3.1, below, summarizes recommended projects for Fields 6, 7, 8, 9, and 11, with a preliminary budget estimate for each. Budget estimates include cost figures for the following:

- Design & Permitting (Column B)
- Construction (Column C) includes optional amenities
- Total Construction Budget (Column D) is the sum of columns B and C, representing the investment required to install each project.
- 20-year estimated maintenance and replacement cycle cost (Column E)

Detailed cost projection worksheets for each of the project options are included in Attachment A. Attachment B includes budget estimates and lighting design information provided by Musco Sports Lighting, LLC. All cost opinions and budget estimates included in this report are based on the best available information at the time of this writing. All cost figures are intended as budget-level estimates and should not be construed as bids for professional services or construction. Construction costs can vary depending on a number of factors, including broader economic conditions, tariffs, availability of labor and materials, etc. Based on current economic conditions, an escalation rate of 5% has been applied to estimates for construction and first-year maintenance costs - assuming the proposed projects may be constructed in 2024. The escalation rate has not been compounded to predict the effect of inflation on maintenance and replacement costs beyond 2024.

3.1. Project Duration & Playing Condition Impact:

One significant concern not represented in the cost estimate figures is the impact of the projects on scheduling and natural turf recovery. The installation of synthetic turf on Fields 9 and/or 11 (Option 1, below) could realistically be completed during the summer months, between soccer seasons. Ideally, construction would start immediately upon conclusion of the spring soccer season, and the new synthetic turf would be ready for play in the fall, resulting in minimal lost field time. The existing natural turf fields could be rotated out of use according to the normal schedule, and overall field conditions could be expected to improve as high-intensity play could be directed towards the new synthetic fields.

Under Option 2, Fields 6 and 7 would need many months to recover from the disturbance of new irrigation and drainage line installation, and likely would not be available for two full seasons of play. Consequently, all athletic use would need to be concentrated on the other 10

fields, resulting in significant wear and tear. Overall playing conditions may be impacted for a period of several years until each of the fields can be rotated out of use for recovery and regeneration.

Table 3.1: Summary of Estimated Project Costs

A	В			С		D		E	
PROJECT DESCRIPTION	PROJECT PHASE								
DESCRIPTION	DESIGN &			DESIGN & + OPTIONAL CONSTRUC		TOTAL CONSTRUCTION BUDGET			20-YEAR NTENANCE & PLACEMENT
Option 1: FIELDS 9 & 11 - SYNTHETIC TURF, WITH LIGHTING	\$ 62,5	00	\$	4,111,300	\$	4,173,800	\$	2,727,900	
Option 1A: FIELDS 9 & 11 - SYNTHETIC TURF, NO LIGHTING	\$ 62,5	00	\$	3,677,300	\$	3,739,800	\$	2,727,900	
Option 1B: FIELD 11 Only - SYNTHETIC TURF, WITH LIGHTING	\$ 62,5	00	\$	2,312,200	\$	2,374,700	\$	1,443,800	
Option 1C: FIELD 11 Only - SYNTHETIC TURF, NO LIGHTING	\$ 62,5	00	\$	2,040,200	\$	2,102,700	\$	1,443,800	
Option 2: FIELDS 6 & 7 - IRRIGATION & DRAINAGE	\$ 49,0	00	\$	581,600	\$	630,600	\$	420,000	
Option 2A: FIELD 8 NEW LED LIGHTING SYSTEM *	\$ 15,0	00	\$	194,920	\$	209,920		**	
Option 2B: FIELDS 6 & 7 RETROFIT LIGHTS TO LED *	\$ 5,0	00	\$	353,285	\$	358,285		**	

^{*} Design & Permitting Includes cost for new Electrical Service, Panel, & Conduit

4. SELECTED REFERENCES AND RESOURCES

Brock USA: https://www.brockusa.com/brockfill/

GreensGroomer: https://www.greensgroomer.com/SyntheticTurfProducts.html

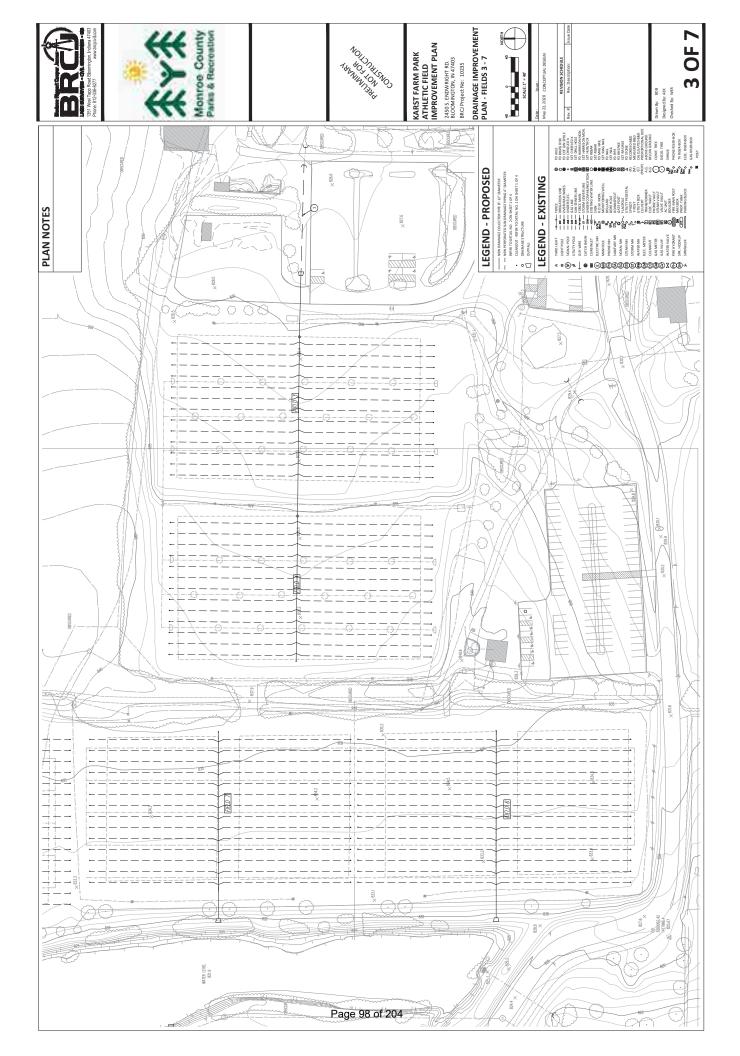
Penn State Extension, 2022. *Survival of Staphylococcus Aureus on Synthetic Turf.* https://extension.psu.edu/survival-of-staphylococcus-aureus-on-synthetic-turf

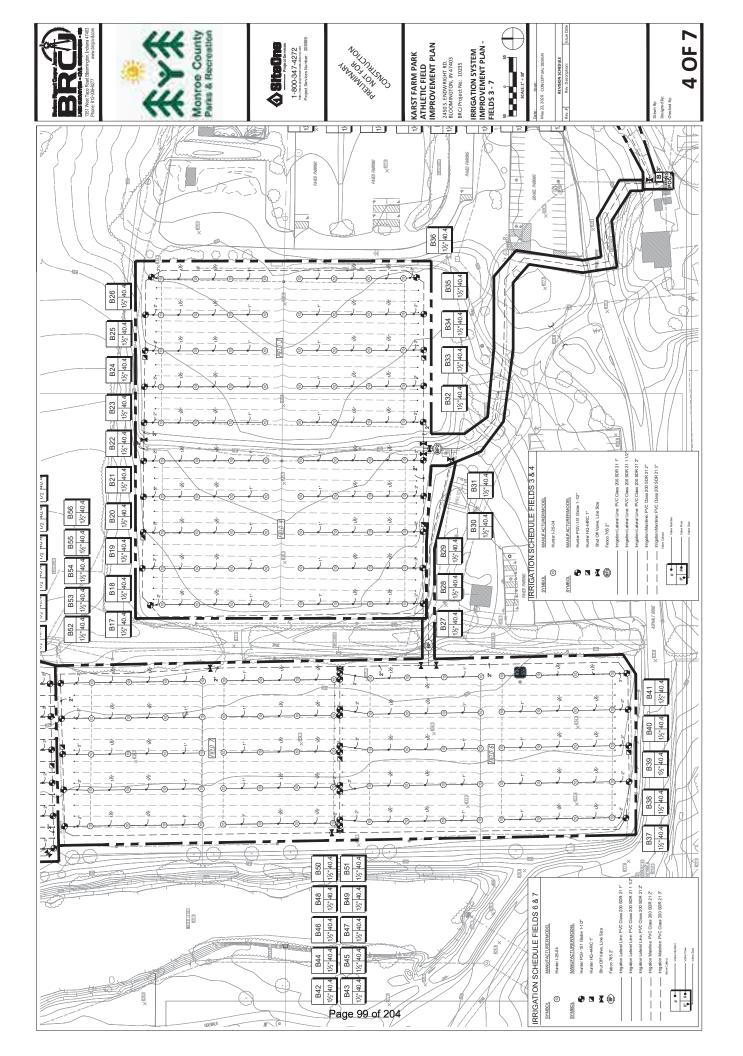
Sports Venue Cost Calculator: https://sportsvenuecalculator.com/

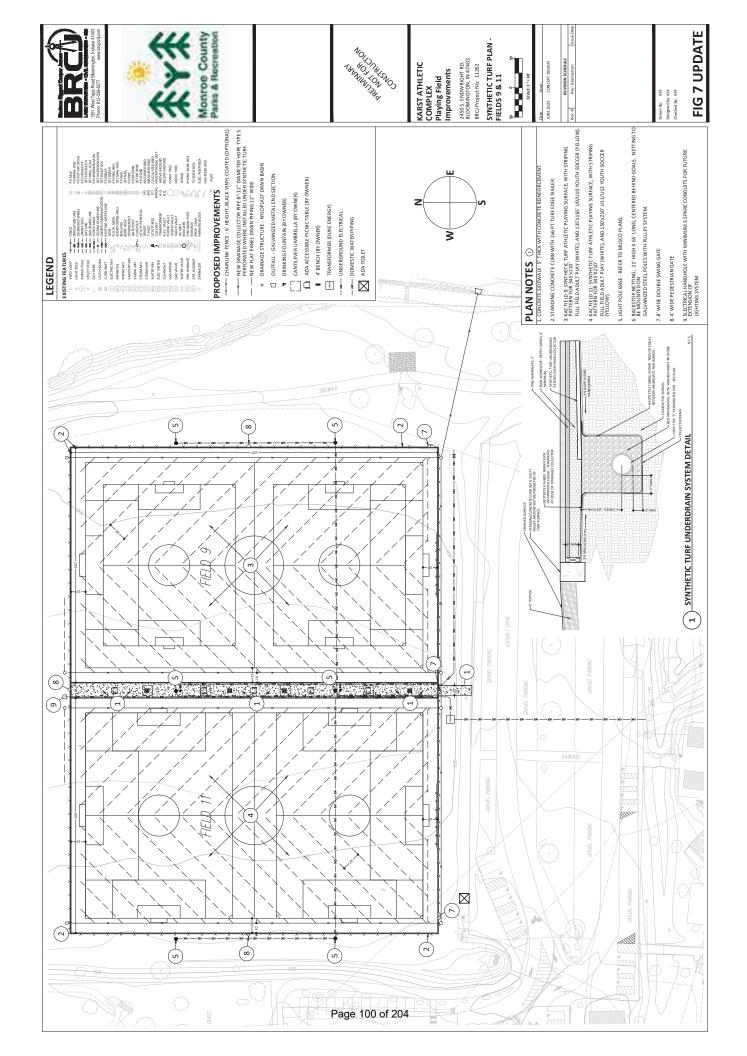
Sprinturf/Greenplay: https://www.sprinturf.com/sprinturf_product/greenplay/

^{**} Cost of Installation includes manufacturer warranty covering all maintenance cost for 25 years, Operational cost for electrical service is not included











Attachment A

Engineer's Opinion of Probable Construction Cost for Recommended Projects

Option 1: FIELDS 9 & 11 - SYNTHETIC TURF, WITH LIGHTING Monroe County Parks and Recreation - Karst Athletic Complex

Preliminary Cost Projection - DESIGN AND PERMITTING	Quantity	Unit	Unit Cost	Subtotal
Site Topographic Survey	1	LS	4,000.00	4,000
Geotechnical Exploration	1	LS	8,000.00	8,000
Engineering Design, Bidding & Construction Admin	1	LS	50,000.00	50,000
Permit Fees (Construction Stormwater General Permit)	1	LS	500.00	500
TOTAL Design and Permitting Cost Projection				62,500

Preliminary Cost Projection - CONSTRUCTION	Quantity	Unit	Unit Cost	Subtotal
Demolition & Earthwork	•			
Relocate Existing Kickwall	1	LS	1,500.00	1.500
Remove & Dispose of Sod	22.000	SY	3.00	66,000
Mass Grade Subsuface Cut/Fill	6,700	CY	6.00	40,200
Perimeter Restoration - Finish Grade, Seed & Blanket	2,000	SY	10.00	20,000
Storm Drain	•			
8" - 12" HDPE Collection Piping	1,740	LF	20.00	34,800
8" - 12" HDPE Collector Excavation & Backfill	1,740	LF	18.00	31,320
18" - 24" HDPE Collection Piping	425	LF	28.00	11,900
18" - 24" HDPE Collector Excavation & Backfill	425	LF	22.00	9,350
12" Nyloplast Drain Basin	5	EA	1,650.00	8,250
24" Nyloplast Drain Basin	3	EA	2,200.00	6,600
Galvanized End Section	1	EA	800.00	800
Riprap Outfall Protection	1	EA	800.00	800
Modify Outlet Control Structure at Duckworth Pond	1	LS	12,000.00	12,000
Concrete			,	,
Standing Curb w/ 2x6 Nailer	2,466	LF	35.00	86,310
5" Concrete Sidewalk (16'x375'+10'x34')	6,340	SF	12.00	76,080
Synthetic Turf	-,-			.,
Flat Panel Subdrainage & Stone Base	180,000	SF	5.00	900,000
Synthetic Turf Surface with Standard Sand/Rubber Infill	180,000	SF	6.00	1,080,000
Optional: Add for Shock Pad / Natural Infill Material	180,000	SF	1.50	270,000
Goals & Netting	,			,
Soccer Goals - Full Size	4	EA	3,600.00	14,400
Soccer Goals - U10/U11	4	EA	3,300.00	13,200
Soccer Goals - U9/U10	4	EA	3,000.00	12,000
Backstop Netting: 65' W & 21' H	2	EA	5.000.00	10,000
Sports Field Lighting			.,	.,
Conduit & Handholes	3,600	LF	20.00	72,000
Duke Primary Service & Transformer	1	LS	6,500.00	6.500
Set Meter Base and Service Panel	1	LS	6,000.00	6,000
Complete Musco Lighting Package	1	LS	349,350.00	349,350
Amenities			,	,
Optional: 6' Black Vynil Coated Chain Link Fencing	1,750	LF	55.00	96,250
4' Wide Single Gate	4	EA	800.00	3,200
8' Wide Double Swing Vehicular Gate	3	EA	1,800.00	5,400
Optional: ADA Porta-Toilet	1	EΑ	3,000.00	3,000
w/ 10'x10' Concrete Slab	1	EA	5,000.00	5,000
Optional: Drinking Fountains	2	EΑ	5,500.00	11,000
3/4" Water Line, Valves & Appurtenances	525	LF	18.00	9,450
2" PVC Drain Line	350	LF	16.00	5,600
Optional: 6' Picnic Table	4	EA	700.00	2,800
Optional: 4' Bench	8	EA	1,000.00	8,000
Optional: Cantilever Umbrella	4	EA	7,000.00	28,000
Associated Work:			,	,
Utility Conflicts, repair & patching	1	LS	1,000.00	1,000
Mobilization/demobilization	1	LS	5,000.00	5,000
Construction layout	1	LS	3,500.00	3,500
Miscellaneous	1	LS	20,000.00	20,000
Subtotal - Construction Materials, Labor, & Equipment				3,346,560
General Conditions/General Requirements			10.00%	334,656
General Contractor's Overhead & Profit			6.00%	200,794
Contractor's Payment & Performance Bonds			1.00%	33,466
Subtotal - Construction Hard Cost				3,915,475
TOTAL Construction Cost Projection With 5% Escalation Conti	ngency		5.00%	4,111,300
	<u> </u>			, ,

Preliminary Cost Projection - LONG TERM MAINTENANCE	Quantity	Unit	Unit Cost	Subtotal
20-Year Maintenance & Replacement Cycle				
Standard Turf Grooming Equipment	1	EA	8,000.00	8,000
Spare Infill Material	20	YR	1,500.00	30,000
Manufacturer Maintenance Agreement	20	YR	4,500.00	90,000
Gmax Impact Attenuation Test	20	YR	1,000.00	20,000
Remove & Dispose of Worn Turf (10-yr Cycle)	2	EA	10,000.00	20,000
Replace Synthetic Turf Surface and Infill (First 10-yr Cycle)	180,000	SF	6.00	1,080,000
Replace Synthetic Turf Surface and Infill (Second 10-yr Cycle)	180,000	SF	6.00	1,080,000
Replace Shock Pad Underlay (with Second Turf Cycle)	180,000	SF	1.50	270,000
Subtotal: 20-Year Maintenance & Replacement Cycle	•	2,598,000		
TOTAL 20-Year Maintenance & Replacement Cost Projection Wit	5.00%	2,727,900		

Option 1A: FIELDS 9 & 11 - SYNTHETIC TURF, NO LIGHTING Monroe County Parks and Recreation - Karst Athletic Complex

Preliminary Cost Projection - DESIGN AND PERMITTING	Quantity	Unit	Unit Cost	Subtotal
Site Topographic Survey	1	LS	4,000.00	4,000
Geotechnical Exploration	1	LS	8,000.00	8,000
Engineering Design, Bidding & Construction Admin	1	LS	50,000.00	50,000
Permit Fees (Construction Stormwater General Permit)	1	LS	500.00	500
TOTAL Design and Permitting Cost Projection				62,500

Preliminary Cost Projection - CONSTRUCTION	Quantity	Unit	Unit Cost	Subtotal
Demolition & Earthwork				
Relocate Existing Kickwall	1	LS	1,500.00	1,500
Remove & Dispose of Sod	22.000	SY	3.00	66,000
Mass Grade Subsuface Cut/Fill	6,700	CY	6.00	40,200
Perimeter Restoration - Finish Grade, Seed & Blanket	2,000	SY	10.00	20,000
Storm Drain	_,			,
8" - 12" HDPE Collection Piping	1.740	LF	20.00	34,800
8" - 12" HDPE Collector Excavation & Backfill	1,740	LF	18.00	31,320
18" - 24" HDPE Collection Piping	425	LF	28.00	11,900
18" - 24" HDPE Collector Excavation & Backfill	425	LF	22.00	9,350
12" Nyloplast Drain Basin	5	EA	1,650.00	8,250
24" Nyloplast Drain Basin	3	EA	2,200.00	6,600
Galvanized End Section	1	EA	800.00	800
Riprap Outfall Protection	1	EA	800.00	800
Modify Outlet Control Structure at Duckworth Pond	1	LS	12,000.00	12,000
Concrete	1	LO	12,000.00	12,000
	2.466	LF	35.00	06 240
Standing Curb w/ 2x6 Nailer	,			86,310
5" Concrete Sidewalk (16'x375'+10'x34')	6,340	SF	12.00	76,080
Synthetic Turf	400.000	0.5	5.00	000 000
Flat Panel Subdrainage & Stone Base	180,000	SF	5.00	900,000
Synthetic Turf Surface with Standard Sand/Rubber Infill	180,000	SF	6.00	1,080,000
Optional: Add for Shock Pad / Natural Infill Material	180,000	SF	1.50	270,000
Goals & Netting				
Soccer Goals - Full Size	4	EA	3,600.00	14,400
Soccer Goals - U10/U11	4	EA	3,300.00	13,200
Soccer Goals - U9/U10	4	EA	3,000.00	12,000
Backstop Netting: 65' W & 21' H	2	EA	5,000.00	10,000
4' Wide Single Gate	4	EA	800.00	3,200
8' Wide Double Swing Vehicular Gate	3	EA	1,800.00	5,400
Sports Field Lighting				
Conduit & Handholes Only (for potential future lighting system)	3,600	LF	20.00	72,000
Amenities				
Optional: 6' Black Vynil Coated Chain Link Fencing	1,750	LF	55.00	96,250
4' Wide Single Gate	4	EA	800.00	3,200
8' Wide Double Swing Vehicular Gate	3	EA	1,800.00	5,400
Optional: ADA Porta-Toilet	1	EA	3,000.00	3,000
w/ 10'x10' Concrete Slab	1	EA	5,000.00	5,000
Optional: Drinking Fountains	2	EA	5,500.00	11,000
3/4" Water Line, Valves & Appurtenances	525	LF	18.00	9,450
2" PVC Drain Line	350	LF	16.00	5,600
Optional: 6' Picnic Table	4	EA	700.00	2,800
Optional: 4' Bench	8	EA	1,000.00	8,000
Optional: Cantilever Umbrella	4	EA	7,000.00	28,000
Associated Work:				
Utility Conflicts, repair & patching	1	LS	1,000.00	1,000
Mobilization/demobilization	1	LS	5,000.00	5,000
Construction layout	1	LS	3,500.00	3,500
Miscellaneous	1	LS	20,000.00	20,000
Subtotal - Construction Materials, Labor, & Equipment			,	2,993,310
General Conditions/General Requirements			10.00%	299,331
General Contractor's Overhead & Profit			6.00%	179,599
Contractor's Payment & Performance Bonds			1.00%	29,933
Subtotal - Construction Hard Cost				3,502,173
TOTAL Construction Cost Projection With 5% Escalation Conting	ienc)		5.00%	3,677,300
			0.0070	3,011,000

Preliminary Cost Projection - LONG TERM MAINTENANCE	Quantity	Unit	Unit Cost	Subtotal
20-Year Maintenance & Replacement Cycle				
Standard Turf Grooming Equipment	1	EA	8,000.00	8,000
Spare Infill Material	20	YR	1,500.00	30,000
Manufacturer Maintenance Agreement	20	YR	4,500.00	90,000
Gmax Impact Attenuation Test	20	YR	1,000.00	20,000
Remove & Dispose of Worn Turf (10-yr Cycle)	2	EA	10,000.00	20,000
Replace Synthetic Turf Surface and Infill (First 10-yr Cycle)	180,000	SF	6.00	1,080,000
Replace Synthetic Turf Surface and Infill (Second 10-yr Cycle)	180,000	SF	6.00	1,080,000
Replace Shock Pad Underlay (with Second Turf Cycle)	180,000	SF	1.50	270,000
Subtotal: 20-Year Maintenance & Replacement Cycle			•	2,598,000
TOTAL 20-Year Maintenance & Replacement Cost Projection With	1 5% Escalation	DI	5.00%	2,727,900

Option 1B: FIELD 11 Only - SYNTHETIC TURF, WITH LIGHTING Monroe County Parks and Recreation - Karst Athletic Complex

Preliminary Cost Projection - DESIGN AND PERMITTING	Quantity	Unit	Unit Cost	Subtotal
Site Topographic Survey	1	LS	4,000.00	4,000
Geotechnical Exploration	1	LS	8,000.00	8,000
Engineering Design, Bidding & Construction Admin	1	LS	50,000.00	50,000
Permit Fees (Construction Stormwater General Permit)	1	LS	500.00	500
TOTAL Design and Permitting Cost Projection				62,500

Preliminary Cost Projection - CONSTRUCTION	Quantity	Unit	Unit Cost	Subtotal
Demolition & Earthwork				
Remove & Dispose of Sod	11,500	SY	3.00	34,500
Mass Grade Subsuface Cut/Fill	3,400	CY	6.00	20,400
Perimeter Restoration - Finish Grade, Seed & Blanket	1,500	SY	10.00	15,000
Storm Drain	.,000	٠.	10.00	.0,000
8" - 12" HDPE Collection Piping	980	LF	20.00	19,600
8" - 12" HDPE Collector Excavation & Backfill	980	LF	18.00	17,640
18" - 24" HDPE Collection Piping	425	LF	28.00	11,900
18" - 24" HDPE Collector Excavation & Backfill	425	LF	22.00	9,350
12" Nyloplast Drain Basin	3	EA	1,650.00	4,950
24" Nyloplast Drain Basin	3	EA	2,200.00	6,600
Galvanized End Section	1	EA	800.00	800
Riprap Outfall Protection	1	EA	800.00	800
Modify Outlet Control Structure at Duckworth Pond	1	LS	12,000.00	12,000
Concrete		LO	12,000.00	12,000
Standing Curb w/ 2x6 Nailer	1.230	LF	35.00	43,050
5" Concrete Sidewalk (16'x375'+10'x34')	6,340	SF	12.00	76,080
Synthetic Turf	0,340	OI.	12.00	70,000
Flat Panel Subdrainage & Stone Base	90,000	SF	5.00	450,000
Synthetic Turf Surface with Standard Sand/Rubber Infill	90,000	SF	6.00	540,000
Optional: Add for Shock Pad / Natural Infill Material	90,000	SF	1.50	135,000
Goals & Netting	90,000	31	1.50	135,000
Soccer Goals - Full Size	2	EA	3,600.00	7,200
Soccer Goals - Pull Size	4	EA	3,300.00	13,200
Backstop Netting: 65' W & 21' H	1	EA	5,000.00	5,000
Sports Field Lighting	1	EA	5,000.00	5,000
	2.000	LF	00.00	00.000
Conduit & Handholes	3,000 1	LF LS	20.00	60,000
Duke Primary Service & Transformer			12,000.00	12,000
Set Meter Base and Service Panel	1 1	LS	6,000.00	6,000
Complete Musco Lighting Package (Option 2A)	1	LS	203,375.00	203,375
Amenities	4.000		55.00	20.000
Optional: 6' Black Vynil Coated Chain Link Fencing	1,260	LF	55.00	69,300
4' Wide Single Gate	3	EA	800.00	2,400
8' Wide Double Swing Vehicular Gate	2	EA	1,800.00	3,600
Optional: ADA Porta-Toilet	1	EA	3,000.00	3,000
w/ 10'x10' Concrete Slab	1	EA	5,000.00	5,000
Optional: Drinking Fountains	2	EA	5,500.00	11,000
3/4" Water Line, Valves & Appurtenances	525	LF	18.00	9,450
2" PVC Drain Line	350	LF	16.00	5,600
Optional: 6' Picnic Table	4	EA	700.00	2,800
Optional: 4' Bench	8	EA	1,000.00	8,000
Optional: Cantilever Umbrella	4	EA	7,000.00	28,000
Associated Work:				
Utility Conflicts, repair & patching	1	LS	1,000.00	1,000
Mobilization/demobilization	1	LS	5,000.00	5,000
Construction layout	1	LS	3,500.00	3,500
Miscellaneous	1	LS	20,000.00	20,000
Subtotal - Construction Materials, Labor, & Equipment	·		·	1,882,095
General Conditions/General Requirements			10.00%	188,210
General Contractor's Overhead & Profit			6.00%	112,926
Contractor's Payment & Performance Bonds			1.00%	18,821
Subtotal - Construction Hard Cost				2,202,051
TOTAL Construction Cost Projection With 5% Escalation Cor	ntingency		5.00%	2,312,200

Preliminary Cost Projection - LONG TERM MAINTENANCE	Quantity	Unit	Unit Cost	Subtotal
20-Year Maintenance & Replacement Cycle				
Standard Turf Grooming Equipment	1	EA	8,000.00	8,000
Spare Infill Material	20	YR	1,500.00	30,000
Manufacturer Maintenance Agreement	20	YR	4,500.00	90,000
Gmax Impact Attenuation Test	20	YR	1,000.00	20,000
Remove & Dispose of Worn Turf (10-yr Cycle)	2	EA	6,000.00	12,000
Replace Synthetic Turf Surface and Infill (First 10-yr Cycle)	90,000	SF	6.00	540,000
Replace Synthetic Turf Surface and Infill (Second 10-yr Cycle)	90,000	SF	6.00	540,000
Replace Shock Pad Underlay (with Second Turf Cycle)	90,000	SF	1.50	135,000
Subtotal: 20-Year Maintenance & Replacement Cycle				1,375,000
TOTAL 20-Year Maintenance & Replacement Cost Projection Wit	h 5% Escalation	OI .	5.00%	1,443,800

Option 1C: FIELD 11 Only - SYNTHETIC TURF, NO LIGHTING Monroe County Parks and Recreation - Karst Athletic Complex

Preliminary Cost Projection - DESIGN AND PERMITTING	Quantity	Unit	Unit Cost	Subtotal
Site Topographic Survey	1	LS	4,000.00	4,000
Geotechnical Exploration	1	LS	8,000.00	8,000
Engineering Design, Bidding & Construction Admin	1	LS	50,000.00	50,000
Permit Fees (Construction Stormwater General Permit)	1	LS	500.00	500
TOTAL Design and Permitting Cost Projection				62.500

Preliminary Cost Projection - CONSTRUCTION	Quantity	Unit	Unit Cost	Subtotal
Demolition & Earthwork				
Remove & Dispose of Sod	11,500	SY	3.00	34,500
Mass Grade Subsuface Cut/Fill	3,400	CY	6.00	20,400
Perimeter Restoration - Finish Grade, Seed & Blanket	1,500	SY	10.00	15,000
Storm Drain				
8" - 12" HDPE Collection Piping	980	LF	20.00	19,600
8" - 12" HDPE Collector Excavation & Backfill	980	LF	18.00	17,640
18" - 24" HDPE Collection Piping	425	LF	28.00	11,900
18" - 24" HDPE Collector Excavation & Backfill	425	LF	22.00	9,350
12" Nyloplast Drain Basin	3	EA	1,650.00	4,950
24" Nyloplast Drain Basin	3	EA	2,200.00	6,600
Galvanized End Section	1	EA	800.00	800
Riprap Outfall Protection	1	EA	800.00	800
Modify Outlet Control Structure at Duckworth Pond	1	LS	12,000.00	12,000
Concrete			12,000.00	12,000
Standing Curb w/ 2x6 Nailer	1,230	LF	35.00	43,050
5" Concrete Sidewalk (16'x375'+10'x34')	6,340	SF	12.00	76,080
Synthetic Turf	0,010	0.	12.00	70,000
Flat Panel Subdrainage & Stone Base	90.000	SF	5.00	450,000
Synthetic Turf Surface with Standard Sand/Rubber Infill	90,000	SF	6.00	540,000
Optional: Add for Shock Pad / Natural Infill Material	90,000	SF	1.50	135,000
Goals & Netting	00,000	O,	7.00	100,000
Soccer Goals - Full Size	2	EA	3,600.00	7,200
Soccer Goals - 1 till Size	4	EA	3,300.00	13,200
Backstop Netting: 65' W & 21' H	1	EA	5,000.00	5,000
Sports Field Lighting		LA	3,000.00	3,000
Conduit & Handholes Only (for potential future lighting system)	3,000	LF	20.00	60,000
Amenities	3,000	LI	20.00	00,000
Optional: 6' Black Vynil Coated Chain Link Fencing	1.260	LF	55.00	69,300
4' Wide Single Gate	3	EA	800.00	2,400
8' Wide Double Swing Vehicular Gate	2	EA	1.800.00	3.600
Optional: ADA Porta-Toilet	1	EA	3,000.00	3,000
w/ 10'x10' Concrete Slab	1	EA	5,000.00	5,000
Optional: Drinking Fountains	2	EA	5,500.00	11,000
3/4" Water Line, Valves & Appurtenances	525	LF	18.00	9,450
2" PVC Drain Line	350	LF LF	16.00 16.00	,
Optional: 6' Picnic Table	350 4	EA	700.00	5,600 2,800
•	8	EA EA	1,000.00	8,000
Optional: 4' Bench Optional: Cantilever Umbrella	4	EA EA		,
Associated Work:	4	EA	7,000.00	28,000
	4		4 000 00	4 000
Utility Conflicts, repair & patching	1 1	LS LS	1,000.00	1,000
Mobilization/demobilization			5,000.00	5,000
Construction layout	1 1	LS	3,500.00	3,500
Miscellaneous	1	LS	20,000.00	20,000
Subtotal - Construction Materials, Labor, & Equipment			10.0001	1,660,720
General Conditions/General Requirements			10.00%	166,072
General Contractor's Overhead & Profit			6.00%	99,643
Contractor's Payment & Performance Bonds			1.00%	16,607
Subtotal - Construction Hard Cost				1,943,042
TOTAL Construction Cost Projection With 5% Escalation Contin	gency		5.00%	2,040,200

Preliminary Cost Projection - LONG TERM MAINTENANCE	Quantity	Unit	Unit Cost	Subtotal
20-Year Maintenance & Replacement Cycle				
Standard Turf Grooming Equipment	1	EA	8,000.00	8,000
Spare Infill Material	20	YR	1,500.00	30,000
Manufacturer Maintenance Agreement	20	YR	4,500.00	90,000
Gmax Impact Attenuation Test	20	YR	1,000.00	20,000
Remove & Dispose of Worn Turf (10-yr Cycle)	2	EA	6,000.00	12,000
Replace Synthetic Turf Surface and Infill (First 10-yr Cycle)	90,000	SF	6.00	540,000
Replace Synthetic Turf Surface and Infill (Second 10-yr Cycle)	90,000	SF	6.00	540,000
Replace Shock Pad Underlay (with Second Turf Cycle)	90,000	SF	1.50	135,000
Subtotal: 20-Year Maintenance & Replacement Cycle				1,375,000
TOTAL 20-Year Maintenance & Replacement Cost Projection Wit	h 5% Escalatio	n	5.00%	1,443,800

Option 2: FIELDS 6 & 7 - IRRIGATION & DRAINAGE Monroe County Parks and Recreation - Karst Athletic Complex

June, 2023 BRCJ # 11262

Preliminary Cost Projection - DESIGN AND PERMITTING	Quantity	Unit	Unit Cost	Subtotal
Site Topographic Survey	1	LS	4,000.00	4,000
Geotechnical Exploration	1	LS	4,500.00	4,500
Engineering Design, Bidding & Construction Admin	1	LS	40,000.00	40,000
Permit Fees (Construction Stormwater General Permit)	1	LS	500.00	500
TOTAL Design and Permitting Cost Projection				49.000

Preliminary Cost Projection - DRAINAGE & IRRIGATION	Quantity	Unit	Unit Cost	Subtotal
Drainage				
4" HDPE N-12 Dual wall perforated pipe w/ fabric wrap	10,500	LF	12.00	126,000
Subdrain Trench Excavation & Backfill	10,500	LF	10.00	105,000
8" - 12" HDPE Collection Piping	520	LF	20.00	10,400
HDPE Collector Excavation & Backfill	520	LF	18.00	9,360
4" HDPE Fittings	105	EA	28.00	2,940
Cleanouts	55	EA	685.00	37,675
12" Nyloplast Drain Basin	6	EA	1,650.00	9,900
Galvanized End Section	2	EA	750.00	1,500
Riprap Outfall Protection	2	EA	800.00	1,600
Irrigation - (Refer to SiteOne Irrigation Plan & Schedule, Figure 4))			
Hunter Electronic Actuation Irrigation System, Complete Install	1	LS	98,000.00	98,000
Associated Work:				
Utility Conflicts, repair & patching	1	LS	8,000.00	8,000
Sod Restoration - Finish Grade, Seed & straw	3,500	SY	10.00	35,000
Mobilization/demobilization	1	LS	5,000.00	5,000
Construction layout	1	LS	3,000.00	3,000
Miscellaneous	1	LS	20,000.00	20,000
Subtotal - Construction Materials, Labor, & Equipment				473,375
General Conditions/General Requirements			10.00%	47,338
General Contractor's Overhead & Profit			6.00%	28,403
Contractor's Payment & Performance Bonds			1.00%	4,734
Subtotal - Construction Hard Cost				553,849
TOTAL Construction Cost Projection With 5% Escalation Conting	ency		5.00%	581,600

Preliminary Cost Projection - LONG TERM MAINTENANCE	Quantity	Unit	Unit Cost	Subtotal
20-Year Maintenance & Replacement Cycle				
Supplies & Irrigation Water	20	YR	18,000.00	360,000
Equipment	20	YR	2,000.00	40,000
Subtotal: 20-Year Maintenance & Replacement Cycle				400,000
TOTAL 20-Year Maintenance & Replacement Cost Projection W	ith 5% Escalation	on	5.00%	420,000

6/13/2023 5

Bledsoe Riggert Cooper James

Attachment B

Musco Sports Lighting, LLC Design Information and Budget Estimates

Karst Farm Park – Bloomington, IN April 28, 2023

Budget Estimate - Materials & Installation

Musco's Light-Structure System[™] as described below, and delivered to the job site:

OPTION 1: - TLC for LED® Soccer Lighting w/ Control-Link® & Installation	. \$489,500.00 - \$538,450.00
- Retrofitting of Existing Poles on Fields 6 & 7 + New Light-Structure System™ on Field	8
OPTION 1A: TLC for LED® Soccer Lighting w/ Control-Link® & Installation	. \$321,170.00 - \$353,285.00
- Retrofitting of Existing Poles on Fields 6 & 7 w/ Future Accommodations for Field 8	
OPTION 1B: TLC for LED® Soccer Lighting w/ Control-Link® & Installation	. \$177,200.00 - \$194,920.00
- New Light-Structure System™ on Field 8	
OPTION 2: TLC for LED® Soccer Lighting w/ Control-Link® & Installation	. \$317,585.00 – \$349,350.00
- New Light-Structure System™ on Fields 9 & 11	
OPTION 2A: TLC for LED® Soccer Lighting w/ Control-Link® & Installation	\$184,885.00 – \$203,375.00
- New Light-Structure System™ on Field 11 w/ Future Accommodations for Field 9	
OPTION 2B: TLC for LED® Soccer Lighting w/ Control-Link® & Installation	
- New Light-Structure System™ on Field 9 – Extension of Light-Structure System™ on F	ield 11

Sales tax and bonding are not included.

Pricing furnished is effective for 30 days unless otherwise noted and is confidential.

Light-Structure System™ with Total Light Control – TLC for LED™ technology (Fields 8, 9, & 11)

System Description – Light-Structure System™ complete from foundation to poletop in 5 Easy Pieces™

Factory-built, wired, aimed, and tested lighting system includes:

- Pre-cast concrete bases
- Galvanized steel poles
- Factory-wired and tested remote electrical component enclosures
- Pole length factory-assembled wire harnesses
- Factory-aimed and assembled luminaires
- UL listed as a complete system

On Field Performance – control to benefit players and fans

- · Guaranteed light levels as noted below
 - Field 8 (330'x225) 30fc
 - Fields 9 & 11 (330'x210') 30fc
- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Always Ready to Play - control assuring the results you expect

 Product assurance and warranty program that includes materials and onsite labor, eliminating 100% of your maintenance costs for 25 years.

Light-Structure System™ Retrofit with Total Light Control – TLC for LED™ technology (Fields 6 & 7)

System Description - Light-Structure System™ Retrofit

- Factory-wired poletop luminaire assemblies
- Factory-aimed and assembled luminaires
- Factory-wired and tested remote electrical component enclosures
- Pole length, factory-assembled wire harnesses
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL listed as a system



Budget Estimate

On Field Performance – control to benefit players and fans

- Guaranteed light levels as noted below
 - Fields 6 & 7 (330'x195) 30fc
- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Always Ready to Play - control assuring the results you expect

 Product assurance and warranty program that includes materials and onsite labor, eliminating 100% of your maintenance costs for 25 years.

Notes

Estimate is based on:

- Shipment of entire project together to one location.
- 208 Volt, 1 phase electrical system requirement (Fields 6-8). 480 Volt, 3 phase electrical system requirement (Fields 9 & 11).
- Structural code and wind speed = 2012 IBC, 115 mi/h, and exposure: C, Importance Factor 1.0.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees
- Standard soil conditions rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Confirmation of pole or luminaire locations prior to production.

Thank you for considering our Team for your sports lighting needs. Please contact me with any questions.

Mark Lusch Field Sales Representative Musco Sports Lighting, LLC Phone: (317) 385-8711

E-mail: mark.lusch@musco.com





Attachment C

Athletic Field Dimensions Reference Chart

Attachment C - Field Size Reference Chart

Proposed Field/Surface Dimensions:	Yards	Feet	Sq. Ft.
KAC Option 1: Total Synthetic Surface: Fields 9 & 11 (2) synthetic turf fields with buffer			
L (north to south)	125 yds	375′	180,000
W (east to west)	160 yds	480'	
KAC Option 1B: Total Synthetic Surface: Field 11 (1) synthetic turf field with buffer			
L (north to south)	125 yds	375′	90,000
W (east to west)	80 yds	240'	
Touch Line Dimensions - Full Sided			
L (north to south)	115 yds	345'	
W (east to west)	70 yds	210′	
Touch Line Dimensions - U9/U10			
L (east to west)	55 yds	165'	
W (north to south)	45 yds	135′	
Touch Line Dimensions - U11/U12			
L (east to west)	70 yds	210′	
W (north to south)	50 yds	150′	

Reference Dimensions	Yards	Feet	Sq. Ft.
Existing KAC Field 8			
L	110 yds	330'	74,250
w	75 yds	225'	
KAC (All Other Fields)			
L	110 yds	330′	64,350
W	65 yds	195'	
IHSAA Soccer Field "Full Sided Field"			
L	110-120 yds	330'-360'	54,450 min.
W	55-80 yds	165'-240'	86,400 max.
NCAA Soccer Field			
L	115-120 yds	345'-360'	72,450 min.
W	70-75 yds	210'-225'	81,000 max.
IU Yeagley Soccer Field			
L	117 yds	351'	77,922
W	74 yds	222'	
American Football Field			
L	120 yds	360'	57,600
W	53.3 yds	160′	



Monroe County Board of Commissioners Agenda Request Form

Executive Summary: On 06-21-23, the Monroe County Parks & Recreation Board approved to hire Koenig Equipment to perform equipme repairs. The service agreement expires on 11-01-25. Fund Name(s): Fund Number(s): County General Non-reverting	Date to be heard 06/28/23	Formal Work sess	sion Departme	ent Parks
On 06-21-23, the Monroe County Parks & Recreation Board approved to hire Koenig Equipment to perform equipme repairs. The service agreement expires on 11-01-25. Fund Name(s): Fund Number(s): County General Non-reverting Amount(s) Repair Not to Exceed	Title to appear on Agenda: Koenig Equipmen	nt, Inc. Service Agreement	Vendor # 1970	
Fund Name(s): Fund Number(s): County General Non-reverting Fund Number(s): Amount(s) Repair Not to Exceed	Executive Summary:			
County General 1000 Repair Not to Exceed			hire Koenig Equipme	nt to perform equipment
County General 1000 Repair Not to Exceed	Fund Name(s):	Fund Number(s):		Amount(s)
	County General Non-reverting	1000 1178		Repair Not to Exceed
Presenter: Kelli Witmer				
Speaker(s) for Zoom purposes: Name(s) Phone Number(s)		Phone Number(s)		
Kelli Witmer (the speaker phone numbers will be removed from the document prior to posting)	Kelli Witmer			

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Molly Turner-King

Attorney who reviewed:

Agreement for Services

This Agreement is made between Koenig Equipment, Inc. ("Contractor") and the Monroe County Parks and Recreation Board and Monroe County Board of Commissioners (collectively, "Monroe County"). The Contractor and Monroe County mutually agree as follows:

The terms of the agreement enlist Contractor to perform repairs to equipment owned by Monroe County. The following terms shall apply:

- 1. Scope of Project. Monroe County wishes to retain the professional services of Contractor at the hourly rates as set forth in "Exhibit A," consisting of one (1) page, which is incorporated herein and made part of this Agreement. Services performed may include but may not be limited to repairs to equipment owned by Monroe County. Hourly rates are established by Contractor and Contractor reserves the right to change the rates at their discretion. Contractors agrees to provide written notice to the Monroe County at least thirty (30) days in advance of any change in the hourly rates outlined in "Exhibit A." Monroe County shall accept or decline in writing any change in hourly rates. In the event that Monroe County declines the acceptance of a change in hourly rates, Monroe County shall provide notice of termination of this Agreement as outlined below.
 - a. Parties agree that any terms and conditions not contained or outlined within this Agreement are inapplicable. If either party wishes to include additional terms and conditions, the consent of both parties is required in writing and must be approved in the same manner that that this Agreement was approved prior to the commencement of any approved project.
 - b. Parties agree for any project that exceeds the not to exceed amount outlined below or the replacement cost of the equipment, the approval of a separate MOU is required. Funds available pursuant to this Agreement shall not be used as a partial payment for any project.
- 2. Price. The total amount paid to Contractor under this Agreement for any one individual project shall not exceed Three Thousand Dollars (\$3,000.00) without further written approval by Monroe County. Contractor shall submit an invoice for each project, including the times and dates worked, and a detailed description of the work performed. Invoices can be submitted to Kelli Witmer, Monroe County Parks and Recreation Director, at kwitmer@co.monroe.in.us and/or 501 N. Morton St., Suite 100, Bloomington, IN 47404. The Monroe County Parks and Recreation Department shall pay Contractor's submitted invoices within forty-five (45) days of receipt.
- 3. Term. The term of this Agreement shall be from the date executed by both parties, below, and shall terminate on November 1, 2025. This Agreement may be extended by both parties if done so mutually and in writing and approved in the same manner as this Agreement. Either party may terminate this Agreement by giving written notice to the other party at least thirty (30) days in advance of the intended date of termination.
- 4. Indemnity. Contractor assumes all risks and responsibilities for accidents, injuries or damages to person(s) or property related to performance pursuant to this Agreement and agrees to indemnify and save harmless Monroe County from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Agreement, except such claims, costs or suits arising out of the negligence of Monroe County or its employees.

- 5. Worker's Compensation. Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana and furnish a certificate of such insurance to Monroe County before commencement of work on a project. Failure to provide this certificate may be regarded by Monroe County as material breach of this Agreement and may result in its cancellation without further cause. It shall be in Monroe County's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
- 6. Liability Insurance. Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least One (1) million per occurrence, and Two (2) million dollars aggregate, and furnish proof of such insurance to Monroe County before commencement of work on a project. Failure to provide this certificate may be regarded by Monroe County, in its, sole discretion, as a material breach of this Agreement, and may result in its cancellation without further cause. It shall be in Monroe County's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
- 7. Non-discrimination. In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

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

- 8. Compliance with Law. Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations, including the County's policy prohibiting harassment. Contractor shall indemnify and save harmless Monroe County for any fines or expenses of any nature which it might incur from Contractor's noncompliance. *If required by law*, Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:
 - a. Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
 - b. Contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program, if the E-Verify program no longer exists.
 - c. Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.
- 9. Independent Contractor. It is understood and agreed that Contractor executes this Agreement as an independent contractor and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and

contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.

- 10. Captions. The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
- 11. Governing Law. This Agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.
- 12. Entirety of Agreement. This Agreement, consisting of three (3) pages and one (1) exhibit marked as "Exhibit A", constitutes the entire agreement between the parties and may be modified only in writing referencing this Agreement and signed by both parties.

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

ATTEST:

Catherine Smith, Auditor

Koenig MOU 3



Subject

FW: Monroe County Parks

From: Shawn Allender <shawn.allender@koenigequipment.com>

Sent: Monday, June 12, 2023 3:42 PM

To: Kelli Witmer <kwitmer@co.monroe.in.us>

Subject: Re: Monroe County Parks

Hi my name is Shawn Allender service manager at Koenig equipment John Dealer

dealership our labor rate is 120.00 a hour.

This rate will change 1-1-2024

Thanks Shawn



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 06/28/23	Formal Work se	ession Department Parks
Title to appear on Agenda: Todd S Agreem	eptic Tank Service Service lent	Vendor# 3737
Executive Summary:		
On 06-21-23, the Monroe County F pumps. The service agreement exp		to hire Todd Septic Tank to perform septic tank
Fund Name(s):	Fund Number(s):	Amount(s)
County General Non-reverting Non-reverting	1000 1178 1179	Not to Exceed \$300
Presenter: Kelli Witmer		
Speaker(s) for Zoom purpo	oses:	
Name(s)	Phone Number((s)
Kelli Witmer		
(the speaker phone numbers will b	e removed from the document pric	or to posting)

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Molly Turner-King

Attorney who reviewed:

Agreement for Services

This Agreement is made between <u>Todd Septic Tank Service</u> ("Contractor") and the Monroe County Parks and Recreation Board and Monroe County Board of Commissioners (collectively, "Monroe County"). The Contractor and Monroe County mutually agree as follows:

The terms of the agreement enlist Contractor to perform services including pumping wastewater from toilet vaults, pumping and cleaning sewer lift station(s), and pumping and cleaning septic system tank(s) in facilities located within Monroe County parks. The following terms shall apply:

1. Scope of Project. Monroe County wishes to retain the professional services of Contractor at the hourly rates as set forth in "Exhibit A," consisting of one (1) page, which is incorporated herein and made part of this Agreement. Services performed may include but may not be limited to repairs to equipment owned by Monroe County. Hourly rates are established by Contractor and Contractor reserves the right to change the rates at their discretion. Contractors agrees to provide written notice to the Monroe County at least thirty (30) days in advance of any change in the hourly rates outlined in "Exhibit A." Monroe County shall accept or decline in writing any change in hourly rates. In the event that Monroe County declines the acceptance of a change in hourly rates, Monroe County shall provide notice of termination of this Agreement as outlined below.

The location addresses that these services may be performed include but are not limited to: Sheriff Substation/Limestone Greenway, 1050 West Dillman Rd., Bloomington, IN Karst Farm Park, 2450 S. Endwright Rd., Bloomington, IN Flatwoods Park, 9499 Flatwoods Rd., Gosport, IN Will Detmer Park, 4140 W. Vernal Pike, Bloomington, IN

- a. Parties agree that any terms and conditions not contained or outlined within this Agreement are inapplicable. If either party wishes to include additional terms and conditions, the consent of both parties is required in writing and must be approved in the same manner that that this Agreement was approved prior to the commencement of any approved project.
- b. Parties agree for any project that exceeds the not to exceed amount outlined below or the replacement cost of the equipment, the approval of a separate MOU is required. Funds available pursuant to this Agreement shall not be used as a partial payment for any project.
- 2. Price. The total amount paid to Contractor under this Agreement for any one individual project shall not exceed Three Hundred Dollars (\$300.00) without further written approval by Monroe County. Contractor shall submit an invoice for each project, including the times and dates worked, and a detailed description of the work performed. Invoices can be submitted to Kelli Witmer, Monroe County Parks and Recreation Director, at kwitmer@co.monroe.in.us and/or 501 N. Morton St., Suite 100, Bloomington, IN 47404. The Monroe County Parks and Recreation Department shall pay Contractor's submitted

invoices within forty-five (45) days of receipt.

- 3. Term. The term of this Agreement shall be from the date executed by both parties, below, and shall terminate on November 1, 2025. This Agreement may be extended by both parties if done so mutually and in writing and approved in the same manner as this Agreement. Either party may terminate this Agreement by giving written notice to the other party at least thirty (30) days in advance of the intended date of termination.
- 4. Indemnity. Contractor assumes all risks and responsibilities for accidents, injuries or damages to person(s) or property related to performance pursuant to this Agreement and agrees to indemnify and save harmless Monroe County from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Agreement, except such claims, costs or suits arising out of the negligence of Monroe County or its employees.
- 5. Worker's Compensation. Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana and furnish a certificate of such insurance to Monroe County before commencement of work on a project. Failure to provide this certificate may be regarded by Monroe County as material breach of this Agreement and may result in its cancellation without further cause. It shall be in Monroe County's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
- 6. Liability Insurance. Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least One (1) million per occurrence, and Two (2) million dollars aggregate, and furnish proof of such insurance to Monroe County before commencement of work on a project. Failure to provide this certificate may be regarded by Monroe County, in its, sole discretion, as a material breach of this Agreement, and may result in its cancellation without further cause. It shall be in Monroe County's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
- 7. Non-discrimination. In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

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

which may violate any County policy including, but not limited to, the policies prohibiting discrimination and harassment.

8. Compliance with Law. Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations, including the County's policy prohibiting harassment. Contractor shall indemnify and save harmless Monroe County for any fines or expenses of any nature which it might incur from Contractor's noncompliance. *If required by law*, Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:

a. Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.

b. Contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program, if the E-Verify program no longer exists.

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

- 9. Independent Contractor. It is understood and agreed that Contractor executes this Agreement as an independent contractor and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
- 10. Captions. The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
- 11. Governing Law. This Agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.
- 12. Entirety of Agreement. This Agreement, consisting of four (4) pages and one (1) exhibit marked as "Exhibit A", constitutes the entire agreement between the parties and may be modified only in writing referencing this Agreement and signed by both parties.

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

Todd/Septic Tank Service Representative

06/23/2023

Date

(Remainder of page intentionally left blank.)

MONROE COUNTY BOARD OF COMMISSIONERS				
"AYES"	"NAYS"			
Penny Githens, President	Penny Githens, President			
Julie Thomas, Vice President	Julie Thomas, Vice President			
Lee Jones, Commissioner	Lee Jones, Commissioner			
ATTEST:				
Catherine Smith, Auditor				





QUOTE

TODD SEPTIC TANK SERVICE Post Office Box 5301 Bloomington, IN 47407 812.332.7663 TODDSEPTIC.COM Date: 06/12/2023

Parks & Recreation
501 N. Morton Street
Suite 100
Bloomington, IN 47404

Quantity	Description	Unit Price	Line Total
	Pump wastewater from toilet vaults	\$150,00 per vault	ТВО
	Pump and clean sewer lift station	\$200,00 per hour	ТВД
	Pump and clean septic system tank	\$200,00 per tank	TBD
	Prices Applicable for the Following Locations:		
	Karst Farm Park Flatwoods Park		
	Will Detmer Park Limestone Greenway/Sheriff Substation		
		Total	

Wastewater disposal fees included in the quoted price Services will be performed during normal operating hours: Monday – Friday, 8:00am – 4:00pm Emergency Service Fee (less than 24-hour notice): \$150.00 per trip

Prepared by: Jeffery D. Todd, Owner

Need a flush? Call us!

Thank you for your business!









Monroe County Board of Commissioners Agenda Request Form

Date to be heard 06/28/23	Formal Work session	Department Probation
	lum of Understanding (MOU) ne Monroe Circuit Court Probation nt and Centerstone	or# 012983
Executive Summary:		
	5,000 in grant funding for programming fron enting the Juvenile Detention Alternatives In	
	vices and grant funding will reimburse up to e provided to provide ancillary support such	
Fund Name(s):	Fund Number(s):	Amount(s)
JDAI Programming Grant	9145	Not to exceed \$6,300
Presenter: Christine McAfee		
Speaker(s) for Zoom purposes	s:	
lame(s)	Phone Number(s)	
Christine McAfee		

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Turner-King, Molly

Attorney who reviewed:

Monroe County Board of Commissioners Agenda Request - Grant

Federal Agency Federal Program Federal Award Number and Year (or other ID) Pass Through Entity: Indiana DOC (non-federal) Request completed by: Troy Hatfield, DCPO

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

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE MONROE CIRCUIT COURT PROBATION DEPARTMENT AND CENTERSTONE

INTENT OF PROJECT

The Monroe Circuit Court Probation Department ("Probation") recognizes the need to provide youth of our community a no-cost, early intervention substance use intervention program. This project, developed in partner-ship with Centerstone, is designed to assist in meeting this community need by providing Teen Intervene, a brief intervention for young people who have experienced mild to moderate problems associated with alcohol or drug use. Teen Intervene is designed to assist young people with identifying reasons they have used substances in the past, examine the effects of substance use on their lives, and learn to make healthier choices in the future.

In furtherance of this identified objective, this agreement is entered by Probation and the Monroe County Board of Commissioners ("Commissioners") with Centerstone effective as of the date executed by both parties, as shown below. Probation and Centerstone mutually agrees as follows:

DUTIES AND EXPECTATIONS OF PROBATION AND CENTERSTONE

1. **Centerstone** shall provide services outlined in this MOU commencing from the date this MOU is signed by all parties until June 30, 2024.

2. Scope of Services.

- a. **Centerstone** shall provide programming for the duration of the scope of this agreement which will be from the date of execution to June 30, 2024.
- b. Centerstone shall provide programming in accordance with the chart on page below outlining the agreed upon schedule, price, and duration.
 - i. The permitted expenses identified below in the second column of the graphic below apply for each session for each program.
 - ii. The Amount reflected identified below in the third column of the graphic below is the total amount for all programming. The total amount paid to Centerstone shall not exceed \$6,300 without further written approval by Commissioners in the same manner that this MOU has been approved.

Programming	Permitted Expenses	Amount
Up to six (6) Teen Intervene sessions per referred youth up to a combined total of 180 sessions for all youth.	\$25 per Teen Intervene session (up to 180 sessions)	Not to exceed \$6,300 without further written approval by Monroe County
	\$10 transportation assistance per session (e.g. gas gift card)	

- 3. **Centerstone** will engage in routine meetings with **Probation** to monitor program implementation. Meetings may be scheduled by either party with seven (7) days of notice. Meetings can be held via electronic means.
- 4. **Centerstone** will maintain ongoing documentation of the youth engagement progress and provide written summary reports to **Probation** which include, but is not limited to, youth's name, sessions scheduled, sessions attended, and recommendations based upon the youth's participation.
- 5. **Centerstone** may utilize the funds to purchase gift cards for participants as incentives, for example gas gift cards to be used for transportation assistance. **Centerstone** may not maintain in their inventory more than fifty (50) gift cards at any given time and store them in a secure location. **Centerstone** will record the purchase and distribution of gift cards using a specific tracking form provide by **Probation**. **Centerstone** will provide **Probation** with a copy of the tracking form no later than June 30, 2023. **Centerstone** agrees to reimburse **Probation** by July 31, 2024 for any undistributed gift cards remaining as of June 30, 2024.
- 6. **Centerstone** agrees to invoice **Probation** on a monthly basis, for services rendered and supplies purchased, beginning no sooner than July 15, 2023. Invoices can be submitted to Christina McAfee at cmcafee@co.monroe.in.us and/or 405 West 7th Street, Suite 2, Bloomington, Indiana 47404. Probation will render payment for services in a timely manner. Both parties herein recognize that payment is contingent on continued receipt of Juvenile Detention Alternatives Initiative grant funding and is subject to approval and appropriation of the Monroe County Council and the Monroe County claims process.
- 7. This MOU encourages the free flow of information within **Centerstone** to promote the mission of the program. **Probation** provides confidential information to **Centerstone** regarding **Probation** program participants. **Centerstone** staff and volunteers are subject to legal and ethical restrictions on disclosure of such confidential information, which in some situations must be observed notwithstanding either the participant's waiver or the likelihood that disclosure would benefit the Court and the participant. **Centerstone** agrees that confidential information provided by **Probation** will be used only for purposes of providing services. Appropriate releases of confidential information and referral forms will be completed as indicated. **Centerstone** agrees to abide by state confidentiality laws governing the confidentiality of adult and juvenile probation records. All discussions regarding program participants are confidential. All participant records produced by **Centerstone** will be stored in a secure database or locked room/container.
- 8. **Acceptance.** Acceptance of this MOU is evidence that there is intent to comply with the Americans with Disabilities Act of 1990, Rehabilitation Act of 1973, and Title VI of the 1964 Civil Rights Act.
- 9. **Termination.** This MOU may be terminated, at any time, by either party, upon thirty (30) days written notice. If the MOU is terminated by **Probation**, **Probation** shall pay any expenses incurred and non-refundable.
- 10. **Compliance with Law. Centerstone** shall comply with all State of Indiana and Monroe County applicable laws and regulations. **Centerstone** shall indemnify and save harmless the Monroe County Board of Commissioners for any fines or expenses of any nature which it might incur from **Centerstone** noncompliance. **Centerstone** will comply with IC 22-5-1.7 et seq. Specifically including the following:
 - **a. Centerstone** to enroll in and verify the work eligibility status of all newly hired employees of **Centerstone** through the E-Verify program.
 - **b. Centerstone** is not required to verify the work eligibility status of all newly hired employees of **Centerstone** through the E-Verify program, if the E-Verify program no longer exists.

- **c. Centerstone** must sign an affidavit affirming that **Centerstone** does not knowingly employ an unauthorized alien.
- 11. **Non-discrimination.** In the performance of work under this MOU, it is agreed that **Centerstone**, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any program participant because of his/her race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran.
- 12. **Independent Contractor.** It is understood and agreed that **Centerstone** executes this MOU as an independent contractor, and shall not be considered an employee or agent of Monroe County Government for any purpose. **Centerstone** shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. **Centerstone** shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
- 13. **Indemnity. Centerstone** assumes all risks and responsibilities for accident, injuries or damages to person(s) or property related to performance pursuant to this MOU, and agrees to indemnify and save harmless Monroe County Government 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 negligence of the County Government or its employees.
- 14. **Worker's Compensation. Centerstone** 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 Monroe County Board of Commissioners (hereafter "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. It shall be in the Board's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
- 15. **Liability Insurance. Centerstone** shall purchase and maintain comprehensive general liability insurance in amounts of at least one (1) million per occurrence, and two (2) million dollars aggregate, and furnish proof of such insurance to the Board before commencement of work on the project. Failure to provide this certificate may be regarded by the Board, in its, sole discretion, as a material breach of this MOU, and may result in its cancellation without further cause. It shall be in the Board's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this MOU.
- 16. **Captions.** The captions of this MOU are for convenience only, and do not in any way limit or amplify its terms.
- 17. **Governing Law.** This MOU shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this MOU shall be Monroe County, Indiana.

PPROVED BY:		
EO, Centerstone of Indiana	Date	
President, Monroe County Board of Commissioners	Date	
ATTEST:		
Catherine Smith, Monroe County Auditor	Date	

18. Entirety of Agreement. This Agreement, consisting of four (4) pages constitutes the entire agreement between the parties and may be modified only in writing referencing this Agreement and signed by both par-



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 06/28/23	Formal 🗸	Work session	Department	Probation
Title to appear on Agenda: Profession Empact So	al Services Agreement olutions	with Vendor	# 004072	
Executive Summary:				
The Monroe Circuit Court received bor Alternatives Initiative (JDAI) in Monroe Detention Alternatives Initiative is a bip reallocation of government resources a communities.	e County for the 2022-23 partisan movement for j	3 grant year. The Anr uvenile justice reinves	nie E. Casey F stment. The ir	Foundation's Juvenile nitiative involves the
In previous grant years, Empact Soluti Tableau dashboards to communicate a dashboards were created using juveni the intention of supporting local JDAI were provide technical support to maintain t JDAI. This request will be supported were supported to the support of the suppor	meaningful findings and le probation referral lev work groups and the JD he case flow dashboard	d allow for deeper ana el data from the Ques Al Steering Committe d and other Tableau d	lysis of JDAI r t case manag e. This curren	elated data. The ement system with tagreement will
Fund Name(s):	Fund Numbe	er(s):		Amount(s)
JDAI Performance Grant	9163			Not to exceed \$7,000
Presenter: Christine McAfee				
Speaker(s) for Zoom purposes				
Name(s)	Phone	Number(s)		\neg
Christine McAfee				
(the speaker phone numbers will be re	emoved from the docu	ment prior to posting)	

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Turner-King, Molly

Attorney who reviewed:

Monroe County Board of Commissioners Agenda Request - Grant

Federal Agency Federal Program CFDA# Federal Award Number and Year (or other ID) Pass Through Entity: Indiana DOC grant (non-federal) Request completed by: Troy Hatfield, DCPO

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

Statement of Work (SOW)

Agreement #	Professional Services Agreement MC105 by and between Zephyr Data Group, LLC dba
	Empact Solutions and Monroe Circuit Court Probation Department
SOW#	MC105
SOW Summary	Empact Solutions will provide technical support to Monroe Circuit Court Probation Department to maintain Tableau dashboards developed by Monroe County or Empact Solutions and support further development related to the Monroe County Law Enforcement Dashboard.
Total Cost	\$7,000
Period of Performance	Upon the last date of signing by all parties through June 30, 2023.
Client Contact	Christine McAfee: (812) 349-2000 cmcafee@co.monroe.in.us
Empact Solutions	Amanda Petteruti: (202) 352-6785 amanda@empact.solutions

This agreement is entered into by the Monroe County Circuit Court Probation Department ("Client") and Empact Solutions ("Empact") effective as of the date executed by both parties, as shown below. Client and Empact mutually agree as follows:

Description and Details

Empact Solutions ("Empact") will provide technical support to the Monroe County Circuit Court Probation Department ("Client") to maintain Tableau dashboards developed by the Client or Empact Solutions and support further development related to the Monroe County Law Enforcement Dashboard. Empact will assist in updating Dashboards with new data, fixing any issues that arise with the functionality of the Dashboard, and adding enhancements, as needed. Empact will be available to assist the Client in maintaining and creating dashboards developed by the Client.

Scope:

1. Duration/Timeline: The project will provide up to 40 hours of work between June 1, 2023 and June 30, 2023.

2. Activities:

- a. <u>Technical Support:</u> Empact will update existing Dashboards, including the Law Enforcement Dashboard, created by either Empact or the Client to ensure functionality. As requested, Empact will meet with the Client remotely or correspond via email to provide guidance and assistance related to Dashboards. Meetings will be recorded as appropriate.
- b. <u>Dashboard Enhancements:</u> As requested and within the scope of this project, Empact Solutions will make specific changes to Dashboards, including the Law Enforcement Dashboard, to enhance or expand upon the analysis provided in the Dashboard.

3. Assumptions

- a. Client will provide the data in an accessible format that is compatible with Tableau.
- b. Client is responsible for compiling, updating, and managing the content of the data.
- c. Client has a basic understanding of Tableau, Excel, or Google Sheets.

d. Client has an active Tableau Creator license with the most current version of Tableau Desktop loaded to Client computers.

4. Deliverables

a. Technical Support

- i. <u>Monroe County Probation Dashboards:</u> Empact will assist Client to ensure that existing Dashboards created by Empact continue to function properly per the original requirements and with updated data. As needed, Empact Solutions will create requirements documentation to document changes and for acceptance by the Client.
- ii. <u>General Dashboard Support:</u> Empact will assist Client in maintaining, updating, and developing dashboards created by the Client.

b. Law Enforcement Dashboard Enhancements

- i. <u>Visualization Development:</u> Empact will develop new visualizations for the Law Enforcement Dashboard, as determined in partnership with the Client.
- ii. <u>Collaborative Development:</u> Empact and the Client will meet at least 3 times to collaboratively determine key questions to answer with Monroe County Law Enforcement data, new visualizations, and user experience.

5. Responsibilities

- a. Empact Responsibilities
 - i. Engages with Client throughout the project, keeping Client informed of timelines and progress toward completion throughout the project.
 - ii. Completes all Deliverables included in the Scope.
 - iii. Shares training resources as appropriate for each Deliverable, which may be in the form of live online training, online materials, or by directing the Client to other free online training materials.
 - iv. Offers guidance and support required to ensure the Client can manage deliverables independently.

b. Client Responsibilities

- i. Engages actively throughout the project, following a cadence decided with Empact Solutions during an initial kickoff call.
- ii. Provides at least 48 business hours notice prior to a deadline with changes, updates, or issues with dashboards.
- iii. Manages and completes the user testing process to ensure that the project is complete and the scope of work has been met.
- iv. Reviews and approves requirements documentation.

6. Governance

- a. Empact Solutions will coordinate with the Client to schedule a project kickoff call. Timing of the kickoff call will be mutually agreed between Empact and the Client based on partner availability and Client milestones.
- b. Empact Solutions will document requirements and the Client will approve them prior to commencement of work.
- c. The project is complete based on completion of delivery and Client's acceptance, per the terms of the Acceptance Criteria section.
- d. Unless otherwise agreed by both parties in writing, all interactions and meetings will be conducted in English, and will be conducted remotely, via phone, email, or videoconference.

7. Acceptance Criteria

- a. Once a project phase is completed and Empact Solutions provides notification of the Deliverables for review and approval, the Client will either (1) confirm the requirements have been reasonably met and sign off on the approval for the next implementation to begin or (2) reply to Empact Solutions, in writing, detailing the specific requirements that must still be met. Upon mutual agreement, both parties may agree to extend the time period for user testing, though additional time may impact project timelines and budget and may be subject to a Change Order (as defined below).
- b. Ensures that all Deliverables are viewed and signed off on according to the following process:
 - i. Empact Solutions will submit final drafts for review prior to the agreed upon Deliverable completion date.
 - ii. Client will sign off or report any issues within 5 business days of draft submission.
 - iii. Empact Solutions will correct reported issues within a mutually agreed upon time frame.
 - iv. Client will provide written feedback and raise issues related to the reworked portion of the Deliverable with a mutually agreed upon time frame, and Empact Solutions will make those changes necessary to resolve the issues and consistent with the originally agreed upon requirements.
 - v. Client will provide final review and signoff on the reworked Deliverables within 2 business days.
 - vi. Deliverables will be considered accepted if the Client does not provide written notification of Deliverable rejection within the timelines specified above.

8. Third Party Vendors and Products

- a. Client remains responsible for their own vendors and third parties providing services related hereto.
- b. Tableau is not responsible for third party products obtained by the Client.
- c. Empact Solutions is not responsible for Tableau Public, Tableau Online, or Tableau Server functionality.

9. Change Orders

- a. If the Client or Empact Solutions wishes to change the scope of the Project, they will submit details of the requested change to the other in writing. Empact Solutions will, within a reasonable time after such request is received, provide a written estimate to the Client of changes to project cost, timeline, and/or scope.
- b. Promptly after receipt of the written estimate, the Client and Empact Solutions will negotiate and agree in writing on the terms of such change. Each Change Order complying with this Section will be considered an amendment to this agreement.

10. Deliverable Ownership

a. Client acknowledges and agrees that Empact Solutions retains all right, title and interest in and to the Empact Solutions Materials. Upon receipt of all payments required Empact Solutions grants Client a non-exclusive, royalty-free, irrevocable, perpetual license to use the Deliverables for the purposes for which such Deliverables were designed and intended. Client shall limit use of and access to the Empact Solutions Materials to Monroe County stakeholders. Data sets used shall be kept confidential and not used for any other purpose by Empact Solutions. All data sets used by Empact Solutions shall be destroyed at the end of the performance period. Empact Solutions may use the underlying code, calculations, and functionality, with none of the associated data, in subsequent work with other clients. Empact Solutions will not use the final work product for any purposes not explicitly defined in this agreement.

Pricing/Fee Information

Payment is due on the following schedule:

Time Frame	Maximum Hours	Invoice Date	Maximum Amount
June 2023	40 hours	June 30, 2023	\$7,000

The total cost of the project will not exceed \$7,000 without prior agreement.

Additional Expectations:

- 1. **Acceptance.** Acceptance of this MOU is evidence that there is intent to comply with the Americans with Disabilities Act of 1990, Rehabilitation Act of 1973, and Title VI of the 1964 Civil Rights Act.
- 2. **Termination.** This MOU may be terminated, at any time, by either party, upon thirty (30) days written notice. If the MOU is terminated by **Probation**, **Probation** shall pay any expenses incurred and non-refundable.
- 3. Compliance with Law. Empact Solutions shall comply with all State of Indiana and Monroe County applicable laws and regulations. Empact Solutions shall indemnify and save harmless the Monroe County Board of Commissioners for any fines or expenses of any nature which it might incur from Empact Solutions noncompliance. Empact Solutions will comply with IC 22-5-1.7 et seq. Specifically including the following:
 - a. **Empact Solutions** to enroll in and verify the work eligibility status of all newly hired employees of **Empact Solutions** through the E-Verify program.
 - b. **Empact Solutions** is not required to verify the work eligibility status of all newly hired employees of **Empact Solutions** through the E-Verify program, if the E-Verify program no longer exists.
 - c. **Empact Solutions** must sign an affidavit affirming that **Empact Solutions** does not knowingly employ an unauthorized alien.
- 4. **Non-discrimination.** In the performance of work under this MOU, it is agreed that **Empact Solutions**, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any program participant because of his/her race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran.
- 5. **Independent Contractor.** It is understood and agreed that **Empact Solutions** executes this MOU as an independent contractor, and shall not be considered an employee or agent of Monroe County Government for any purpose. **Empact Solutions** shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. **Empact Solutions** shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
- 6. **Indemnity. Empact Solutions** assumes all risks and responsibilities for accident, injuries or damages to person(s) or property related to performance pursuant to this MOU, and agrees to indemnify and save harmless Monroe County Government 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 negligence of the County Government or its employees.

- 7. **Worker's Compensation. Empact Solutions** 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 Monroe County Board of Commissioners (hereafter "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. It shall be in the Board's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
- 8. **Liability Insurance. Empact Solutions** shall purchase and maintain comprehensive general liability insurance in amounts of at least one (1) million per occurrence, and two (2) million dollars aggregate, and furnish proof of such insurance to the Board before commencement of work on the project. Failure to provide this certificate may be regarded by the Board, in its, sole discretion, as a material breach of this MOU, and may result in its cancellation without further cause. It shall be in the Board's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this MOU.
- 9. **Captions.** The captions of this MOU are for convenience only, and do not in any way limit or amplify its terms.
- 10. **Governing Law.** This MOU shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this MOU shall be Monroe County, Indiana.
- 11. **Entirety of Agreement.** This Agreement, consisting of five (5) pages, constitutes the entire agreement between the parties and may be modified only in writing referencing this Agreement and signed by both parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereby agree to this statement of work under the terms of the above referenced agreement.

For	Monroe Circuit Court Probation Department	For	Zephyr Data Group, LLC dba Empact Solutions
By		Ву	
	(Signature)		(Signature)
			Jason Melchi
	(Printed Name)		(Printed Name)
	(Title)		(Title)
	(Date)		(Date)



Monroe County Board of Commissioners Agenda Request Form

Date to be heard $06/28/23$	Formal Work session Departmen	t Probation
Title to appear on Agenda: Memorandum of Unbetween the Monroe Department and Law	e Circuit Court Probation	
Executive Summary:		
	annual programming grant funding from the Indiar E Juvenile Detention Alternatives Initiative in Mon	
partnerships in the agency's decision-making are of authentic youth and family engagement structure. Juvenile Detention Alternatives Initiative (JDAI) Laura Furr Consulting will provide continued sure on the development and implementation of new quarterly meetings of the Monroe County JDAI	d advancing a culture and structure of authentic ynd, thereby, achieve greater system outcomes. Cutures and culture aligns with Probation's continue and Laura Furr Consulting. pport for Probation's goals by providing ongoing sytools and advisory groups, participating in routin Steering Committee and monthly check-in meetinext steps, and troubleshooting challenges based	ongoing development ed work with the support by partnering e meetings, including ags with Probation
Fund Name(a)	Fund Number(s):	Amount(s)
Fund Name(s): JDAI Programming Grant	Fund Number(s): 9145	Amount(s) Not to exceed
		\$3,390
Presenter: Christine McAfee		
Speaker(s) for Zoom purposes:		
Name(s)	Phone Number(s)	
Christine McAfee		
(the speaker phone numbers will be removed f	from the document prior to posting)	_

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Turner-King, Molly

Attorney who reviewed:

Monroe County Board of Commissioners Agenda Request - Grant

Federal Agency Federal Program CFDA# Federal Award Number and Year (or other ID) Pass Through Entity: Indiana DOC (non-federal) Request completed by: Troy Hatfield, DCPO

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

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE MONROE CIRCUIT COURT PROBATION DEPARTMENT AND LAURA FURR CONSULTING

INTENT OF PROJECT

The Monroe Circuit Court Probation Department ("Probation") continues implementation of youth and family engagement recommendations. Authentic youth and family engagement improves outcomes for systems affecting youth and intersects with Probation's existing racial and ethnic equity and detention alternatives initiatives.

Probation aims to advance a culture and structure of authentic youth and family partnerships in the agency's decision-making and, thereby, achieve greater system outcomes. Ongoing development of authentic youth and family engagement structures and culture aligns with Probation's continued work with the Juvenile Detention Alternatives Initiative (JDAI) and Laura Furr Consulting.

Laura Furr Consulting LLC (hereafter "Consultant") will provide continued support for Probation's goals by providing ongoing support by partnering on the development and implementation of new tools and advisory groups, participating in routine meetings, including quarterly meetings of the Monroe County JDAI Steering Committee and monthly check-in meetings with Probation leadership, documenting progress, reaffirming next steps, and troubleshooting challenges based on multiple interviews and observations in routine meetings.

In furtherance of this identified objective, this agreement is entered by Probation and the Monroe County Board of Commissioners ("Commissioners") with Consultant effective as of the date executed by both parties, as shown below. Probation and Consultant mutually agree as follows:

DUTIES AND EXPECTATIONS OF PROBATION AND CONSULTANT

- 1. **CONSULTANT** shall provide services outlined in this MOU commencing from the date this MOU is signed by all parties until December 31, 2023.
- 2. **CONSULTANT** will engage in routine meetings with **PROBATION**, scheduled by either party with seven (7) days of notice, and JDAI Steering Committee to keep youth and family engagement "front and center" of the department's ongoing work. **CONSULTANT** may provide presentations or facilitate discussions that will best help move youth and family engagement work forward.
- 3. **CONSULTANT** will continue to support and partner with **PROBATION** leadership through meetings scheduled by either party with seven (7) days of notice that focused on youth and family engagement implementation.
- 4. **CONSULTANT** and **PROBATION** will work toward the creation and implementation of the following:
 - a. CONSULTANT and PROBATION will apply survey best practices and youth engagement principles to co-develop a survey to collect qualitative data from youth and families that can lead to change.
 - b. **CONSULTANT** and **PROBATION** will create a plan to educate staff and stakeholders and implement the survey by administering it to youth and families.
 - c. **CONSULTANT** and **PROBATION** will review results of surveys and create action plans based on input from youth and families.
 - d. **CONSULTANT** and **PROBATION** will create a plan to educate and conduct outreach to staff, community organizations serving young people, and former youth probationers and current young adult probationers about the Youth and Family Advisory Workgroup.
 - e. **CONSULTANT** and **PROBATION** will complete a fair and low burden application and interview process to select Youth and Family Advisory Workgroup members.
 - f. **CONSULTANT** and **PROBATION** will create a plan using youth engagement principles and best practices to convene, engage, and incentivize Youth and Family Advisory Workgroup members.

- 5. **CONSULTANT** will provide **PROBATION** documentation of the youth engagement progress upon request of **PROBATION**.
- 6. **CONSULTANT** agrees to provide two invoices to **PROBATION**, one in October 2023 and another in December 2023 following execution of the MOU for services provided. Each invoice shall be for \$1,695. Invoices can be submitted to Christine McAfee at cmcafee@co.monroe.in.us or 405 West 7th Street, Suite 2, Bloomington, Indiana 47404. The total amount received by **CONSULTANT** under this MOU shall not exceed \$3,390. PROBATION will render payment for services in a timely manner. Both parties recognize herein that payment is contingent on continued receipt of Juvenile Detention Alternatives Initiative (JDAI) grant funding for grant year 2023-24. Payment is also subject to approval and appropriation of the Monroe County Council and the Monroe County claims process.

ADDITIONAL EXPECTIONS

- 1. **Acceptance.** Acceptance of this MOU is evidence that there is intent to comply with the Americans with Disabilities Act of 1990, Rehabilitation Act of 1973, and Title VI of the 1964 Civil Rights Act.
- 2. **Termination.** This MOU may be terminated, at any time, by either party, upon thirty (30) days written notice. If the MOU is terminated by Monroe County, Monroe County shall pay any expenses incurred and non-refundable.
- 3. **Compliance with Law. CONSULTANT** shall comply with all State of Indiana and Monroe County applicable laws and regulations. **CONSULTANT** shall indemnify and save harmless the Monroe County Board of Commissioners for any fines or expenses of any nature which it might incur from **CONSULTANT** noncompliance. **CONSULTANT** will comply with IC 22-5-1.7 et seq. Specifically including the following:
 - A. **CONSULTANT** to enroll in and verify the work eligibility status of all newly hired employees of **CONSULTANT** through the E-Verify program.
 - B. **CONSULTANT** is not required to verify the work eligibility status of all newly hired employees of **CONSULTANT** through the E-Verify program, if the E-Verify program no longer exists.
 - C. **CONSULTANT** must sign an affidavit affirming that **CONSULTANT** does not knowingly employ an unauthorized alien.
- 4. **Non-discrimination.** In the performance of work under this MOU, it is agreed that **CONSULTANT**, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any program participant because of his/her race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran.
- 5. **Independent Contractor.** It is understood and agreed that **CONSULTANT** executes this MOU as an independent contractor, and shall not be considered an employee or agent of Monroe County Government for any purpose. **CONSULTANT** shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. **CONSULTANT** shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
- 6. **Indemnity. CONSULTANT** assumes all risks and responsibilities for accident, injuries or damages to person(s) or property related to performance pursuant to this MOU, and agrees to indemnify and save harmless Monroe County Government 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 negligence of the County Government or its employees.
- 7. **Liability Insurance. CONSULTANT** shall purchase and maintain comprehensive general liability insurance in amounts of at least one (1) million per occurrence, and two (2) million dollars aggregate, and furnish

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

- 8. **Captions.** The captions of this MOU are for convenience only, and do not in any way limit or amplify its terms.
- 9. **Governing Law.** This MOU shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this MOU shall be Monroe County, Indiana.
- 10. **Entirety of Agreement.** This Agreement, consisting of three (3) pages constitutes the entire agreement between the parties and may be modified only in writing referencing this Agreement and signed by both parties.

APPROVED BY:			
Laura Furr of Laura Furr Consulting, LLC	Date		
President, Monroe County Board of Commissioners	Date		
ATTEST:Catherine Smith, Monroe County Auditor	 Date		



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 06/28/23	Formal Work session	Department Probation
	dum of Understanding (MOU) ne Monroe Circuit Court Probation nt and The Warehouse	# 022321
xecutive Summary:		
	5,000 in annual programming grant funding f enting the Juvenile Detention Alternatives Ini	
Part of the funding from the grant (up	to \$7,250) will go toward providing youth of c supervision and mentor opportunities.	•
his MOU will allow The Warehouse tuilding relationships.	o hire, train, and support mentors who are in	terested in working with youth and
3		
und Name(s):	Fund Number(s):	Amount(s)
DAI Programming Grant	9145	Not to exceed \$7,250
resenter: Christine McAfee		
Speaker(s) for Zoom purpose	s:	
ame(s)	Phone Number(s)	
Christine McAfee		

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Turner-King, Molly

Attorney who reviewed:

Monroe County Board of Commissioners Agenda Request - Grant

Federal Agency Federal Program CFDA# Federal Award Number and Year (or other ID) Pass Through Entity: Indiana DOC (non-federal) Request completed by: Troy Hatfield, DCPO

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

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE MONROE CIRCUIT COURT PROBATION DEPARTMENT AND THE WAREHOUSE

INTENT OF PROJECT

The Monroe Circuit Court Probation Department ("Probation") recognizes the need to provide youth of our community a no-cost, prosocial, recreational opportunity that provides supervision and mentorship opportunities. This project, developed in partnership with The Warehouse ("Warehouse"), is designed to assist in meeting this community need by partnering with The Warehouse to hire, train, and support mentors who are interested in working with youth and building relationships.

In furtherance of this identified objective, this agreement is entered by Probation and the Monroe County Board of Commissioners ("Commissioners") with The Warehouse effective as of the date executed by both parties, as shown below. Probation and Warehouse, mutually agrees as follows:

DUTIES AND EXPECTATIONS OF PROBATION AND THE WAREHOUSE

1. Warehouse shall provide services outlined in this MOU commencing from the date this MOU is signed by all parties until June 30, 2024.

2. Scope of Services.

- **a.** Warehouse shall provide programming for the duration of the scope of this agreement which will be from the date of execution to June 30, 2024.
- **b. Warehouse** shall provide programming in accordance with the chart on page below outlining the agreed upon schedule, price, and duration as outlined below.
 - 1) The permitted expenses identified below in the second column of the graphic below apply for each session of the program.
 - 2) The Amount reflected identified below in the third column of the graphic below is the total amount for all programming. The total amount paid to The Warehouse shall not exceed \$7,250 without further written approval by Commissioners in the same manner that this MOU has been approved.

Programming	Permitted Expenses	Amount
Supervised Mentorship	\$15 per hour per mentor	Not to exceed \$7,250 without further written approval by Monroe County

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- **3.** Warehouse will engage in routine meetings with **Probation** to monitor program implementation. Meetings may be scheduled by either party with seven (7) days of notice. Meetings can be held via electronic means.
- **4. Warehouse** will maintain ongoing documentation of the youth engagement progress and provide written summary reports to **Probation** which includes, but is not limited to, number of youth served and mentors paid.
- **5.** Warehouse agrees to invoice **Probation** on a monthly basis, for services rendered and supplies purchased, beginning no sooner than July 10, 2023. Invoices can be submitted to Christine McAfee, Monroe County Probation Officer at cmcafee@co.monroe.in.us and/or 405 W. 7th St., Ste. 2, Bloomington, IN 47404. Probation will render payment for services in a timely manner. Both parties herein recognize that payment is contingent on continued receipt of Juvenile Detention Alternatives Initiative grant funding and is subject to approval and appropriation of the Monroe County Council and the Monroe County claims process.
- 6. This MOU encourages the free flow of information within Warehouse to promote the mission of the program. Warehouse staff and volunteers are subject to legal and ethical restrictions on disclosure of such confidential information, which in some situations must be observed notwithstanding either the participant's waiver or the likelihood that disclosure would benefit the Court and the participant. Warehouse agrees that confidential information provided by Probation will be used only for purposes of providing services. Appropriate releases of confidential information and referral forms will be completed as indicated. Warehouse agrees to abide by state confidentiality laws governing the confidentiality of adult and juvenile probation records. All discussions regarding program participants are confidential. All participant records produced by Warehouse will be stored in a secure database or locked room/container.
- **7. Acceptance.** Acceptance of this MOU is evidence that there is intent to comply with the Americans with Disabilities Act of 1990, Rehabilitation Act of 1973, and Title VI of the 1964 Civil Rights Act.
- **8. Termination.** This MOU may be terminated, at any time, by either party, upon thirty (30) days written notice. If the MOU is terminated by **Probation**, **Probation** shall pay any expenses incurred and non-refundable.
- **9. Compliance with Law. Warehouse** shall comply with all State of Indiana and Monroe County applicable laws and regulations. **Warehouse** shall indemnify and save harmless the Monroe County Board of Commissioners for any fines or expenses of any nature which it might incur from **Warehouse** noncompliance. **Warehouse** will comply with IC 22-5-1.7 et seq. Specifically including the following:
 - a. **Warehouse** to enroll in and verify the work eligibility status of all newly hired employees of **Warehouse** through the E-Verify program.
 - b. **Warehouse** is not required to verify the work eligibility status of all newly hired employees of **Warehouse** through the E-Verify program, if the E-Verify program no longer exists.
 - c. **Warehouse** must sign an affidavit affirming that **Warehouse** does not knowingly employ an unauthorized alien.
- **10. Non-discrimination.** In the performance of work under this MOU, it is agreed that **Warehouse**, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any program participant because of his/her race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran.

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- 11. Independent Contractor. It is understood and agreed that Warehouse executes this MOU as an independent contractor, and shall not be considered an employee or agent of Monroe County Government for any purpose. Warehouse shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Warehouse shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
- 12. Indemnity. Warehouse assumes all risks and responsibilities for accident, injuries or damages to person(s) or property related to performance pursuant to this MOU, and agrees to indemnify and save harmless Monroe County Government 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 negligence of the County Government or its employees.
- 13. Worker's Compensation. Warehouse 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 Monroe County Board of Commissioners (hereafter "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. It shall be in the Board's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
- **14. Liability Insurance. Warehouse** shall purchase and maintain comprehensive general liability insurance in amounts of at least one (1) million per occurrence, and two (2) million dollars aggregate, and furnish proof of such insurance to the Board before commencement of work on the project. Failure to provide this certificate may be regarded by the Board, in its, sole discretion, as a material breach of this MOU, and may result in its cancellation without further cause. It shall be in the Board's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this MOU.
- **15. Captions.** The captions of this MOU are for convenience only, and do not in any way limit or amplify its terms.
- **16. Governing Law.** This MOU shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this MOU shall be Monroe County, Indiana.
- **17. Entirety of Agreement.** This Agreement, consisting of three (3) pages constitutes the entire agreement between the parties and may be modified only in writing referencing this Agreement and signed by both parties.

CEO, The Warehouse Date President, Monroe County Board of Commissioners ATTEST: Catherine Smith, Monroe County Auditor Date

APPROVED BY:

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Monroe County Board of Commissioners Agenda Request Form

Date to be heard 06/28/23	Formal 🗸	Work session	Departme	ent Legal
Title to appear on Agenda: Monroe County (Resolution 2023	Code update -16	Vendor	#	
Executive Summary:				
This is to codify additions and amendments the previous months.	to the various ch	apters to Monroe Cou	nty Code tha	at have been passed in
Fund Name(s):	Fund Numb	er(s):		Amount(s)
Presenter: Jeff Cockerill and/or David Schill	ing			
Speaker(s) for Zoom purposes:				
Name(s)	Phone	· Number(s)		
David Schilling				
(the speaker phone numbers will be remove	ed from the docu	ument prior to posting	1)	

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Schilling, David

Attorney who reviewed:



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 06/28/23	Formal Work session	Department Commissioners
	vendo bonds re Major Bridge Bond	or#
Executive Summary:		
This Resolution provides Commission approrevenue supporting the bond will be the Maj the Fullerton Pike road project.		
Fund Name(s):	Fund Number(s):	Amount(s)
NA	NA	NA
Presenter: Jeff Cockerill		
Speaker(s) for Zoom purposes:		
Name(s)	Phone Number(s)	

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Cockerill, Jeff

Attorney who reviewed:

RESOLUTION NO. 2023-17

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF MONROE, INDIANA, REQUESTING AND APPROVING THE ISSUANCE OF COUNTY BRIDGE IMPROVEMENT BONDS

WHEREAS, the Board of Commissioners of the County of Monroe, Indiana (the "County"), has given consideration to certain county bridge improvement projects to be undertaken by the County, as more fully described in Exhibit A attached hereto (collectively, the "Projects"); and

WHEREAS, the County does not currently have available funds in such amount to pay the cost of completing the Projects; and

WHEREAS, it has been proposed that the County issue its bridge improvement bonds in an aggregate principal amount not to exceed \$8,000,000 (the "Bonds") for the purpose of paying for all or a portion of the cost of the Projects; and

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

Section 1. The Board of Commissioners of the County (the "Board") now finds that it would be in the best interests of the County to complete the Projects, and that the County currently does not have available funds to pay the cost of completing the Projects. The Board further finds that it would be in the best interest of the County to issue the Bonds, in one or more series, in an aggregate principal amount not to exceed \$8,000,000, pursuant Indiana Code 8-18-22, as amended, Indiana Code 5-1-14-4, as amended, and other applicable provisions of the Indiana Code, and an ordinance (the "Ordinance") to be adopted by the Monroe County Council (the "Council"), for the purpose of paying a portion of the cost of the Projects and paying the costs of issuance of the Bonds. The Board hereby requests and approves the issuance of the Bonds. The Board hereby approves the issuance of the BANs, in one or more series, in the aggregate principal amount of \$8,000,000, pursuant to Indiana Code 5-1-14-5, as amended, and the Ordinance, for the purpose of providing interim financing for all or a portion of the costs of the Projects and the costs of issuing and selling the BANs.

Section 2. The Board hereby recommends that the Council commence (or continue) the proceedings for the issuance of the Bonds by conducting a public hearing on the Bonds in accordance with Indiana Code 8-18-22 and on the additional appropriation of the proceeds of the Bonds. Any and all actions previously taken by any officer or employee of the County in connection with the publication of the notice of such hearing are hereby approved, ratified and affirmed. The Board and the Auditor of the County, and each of them, or any other officer of the County is authorized to take all such actions and to execute all such instruments as are desirable to carry out the transactions contemplated by this Resolution, in such forms as such officer or member executing the same shall deem proper, to be conclusively evidenced by the execution thereof.

its pa	Section 3. ssage.	This Resolution shall be in	full force and effect immediately from and after
	Adopted this	s 28 th day of June, 2023.	
			BOARD OF COMMISSIONERS OF THE COUNTY OF MONROE, INDIANA
			Commissioner
			Commissioner
Attes	t:		Commissioner
Coun	ty Auditor		

EXHIBIT A

The Projects include the following:

Fullerton Pike Bridge Project – construction of a new bridge on Fullerton Pike between Rockport Road and Rogers Street. The 524 ft. bridge will feature a 6 ft. median, a 10 ft. multiuse path and a 5 ft. sidewalk. The multi-use path and the sidewalk will be separated from the travel lanes with a concrete barrier rail. The bridge will cross over the Clear Creek trail. Ramps will be constructed to connect the Clear Creek trail with the sidewalk and multi-use path.

Mt. Tabor Bridge Project – construction of a new bridge replacing Bridge 13 on Mt. Tabor Road crossing Beam Blossom Creek. This bridge will be a three or four span bridge approximately 450 ft. in length (existing bridge is 128 ft. in length). The bridge will have two 11 ft. lanes with a 4 ft. shoulder on the west side of the bridge and a wider shoulder on the east side of the bridge to allow for intersection sight distance at Bottom Road.

Included in connection with the Projects above are all costs of design, engineering, architectural, legal, accounting, construction, equipping, real estate acquisition and all other related and incidental costs associated with such Projects.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 06/28/23	Formal 🗸	Work session	Department	Commissioners
Title to appear on Agenda: Letter of Represe Thornburg re Maj	entation with Barr jor Bridge Bond	nes and Vendor	#	
Executive Summary:				
for this expense.				
Fund Name(s):	Fund Numbe	er(s):	Д	Amount(s)
NA	NA			NA
Presenter: Jeff Cockerill				
Speaker(s) for Zoom purposes: Name(s)	Phone	Number(s)		
(the speaker phone numbers will be remove)	

Cockerill, Jeff

Attorney who reviewed:

BARNES & THORNBURG LLP

Adam G. Steuerwald Partner (317) 231-7272 adam.steuerwald@btlaw.com 11 South Meridian Street Indianapolis, IN 46204-3535 U.S.A. (317) 236-1313 Fax (317) 231-7433 www.btlaw.com

May 19, 2023

E. Jeff Cockerill Monroe County Attorney's Office 100 West Kirkwood Avenue, Room 220 Bloomington, IN 47404

Re: Bridge Financing

Dear Jeff:

The purpose of this letter is to confirm the terms and conditions under which our firm will serve as bond counsel for Monroe County (the "Issuer" or the "County") in connection with the proposed issuance of bonds (the "Bonds") by the Issuer for certain bridge improvements (the "Transaction"). It is our understanding that Financial Solutions Group, Inc. (the "Municipal Advisor"), will be serving as the municipal advisor for the Issuer in the Transaction.

Services

Bond counsel is engaged to render an objective legal opinion with respect to the authorization and issuance of bonds. As bond counsel in the Transaction, we advocate the interests of the County, and not any other party to the Transaction. It is our understanding that the County will also be represented by the Monroe County Attorney's Office, as its general counsel. We assume that the other parties to the Transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this Transaction.

As bond counsel, we will provide the following services as and when requested by the Issuer with respect to the Transaction:

- 1. Meet with and assist the Issuer and its auditor, engineer, general counsel and Municipal Advisor in structuring the Transaction, and provide the Issuer with details of using certain structures and the legal requirements associated therewith.
- 2. Prepare the basic documentation for the Transaction, including bond ordinances and bond certificates, together with petitions, affidavits, notices, resolutions and certifications related thereto.
- 3. Prepare or assist in preparing for and participate in any meetings with any rating agency, municipal bond insurer or other credit provider concerning the Transaction.
- 4. Attend any meetings as requested by the Issuer.
- 5. Coordinate the scheduling and supervise the closing of the Bonds, including preparation of required closing documents.

Monroe County May 19, 2023 Page 2

6. If a disclosure document will be used in connection with the sale of the Bonds, our responsibility will include the preparation or review of any description therein of: (i) the terms of the Bonds and the legal documents pursuant to which the Bonds are issued, (ii) the excludability of interest on the Bonds from gross income for federal income tax purposes, and the exemption of interest on the Bonds from taxation in the State of Indiana, and (iii) our opinion.

Subject to the completion of proceedings to our satisfaction with respect to the Bonds, we will render our opinion to the effect that: (i) the Bonds are the valid and binding obligation of the issuer of the Bonds, enforceable against such issuer in accordance with their terms, and (ii) the interest on the Bonds is excludable from gross income for federal income tax purposes and is exempt from taxation in the State of Indiana (all subject to certain limitations which will be expressed in the opinion).

The opinion will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us, without undertaking to verify the same by independent investigation.

Upon delivery of the opinion for the Bonds, our responsibilities as bond counsel will be concluded with respect to this Transaction. Specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest on the Bonds will continue to be excludable from gross income for federal income tax purposes.

As bond counsel, we will not provide the following services in connection with the Transaction:

- 1. We will not review the financial condition of the Issuer, the feasibility of the projects to be financed or refinanced with the proceeds of the Bonds or the adequacy of the security provided to owners of the Bonds, and we will express no opinion relating thereto.
- 2. Preparing any blue sky or investment surveys with respect to the Bonds.
- 3. Responding to any Internal Revenue Service audits or Securities and Exchange Commission investigations.
- 4. Except as specifically set forth above, we will not assume or undertake responsibility for the preparation of an official statement or any other disclosure document with respect to the Bonds, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document.
- 5. We will not provide any other services not specifically set forth above.

Monroe County May 19, 2023 Page 3

Municipal Advisor Matters

In connection with the Transaction, it is our understanding that the Municipal Advisor is an independent registered municipal advisor, and the Municipal Advisor will be the entity to whom the County will primarily look for providing financial advice on the Transaction. In addition, while the Securities and Exchange Commission has recognized that bond counsel services may involve a financial advice component, we (a) provide only the legal services set forth above, and (b) do not represent ourselves as a financial advisor or financial expert regarding the issuance of municipal securities or municipal financial products, and (c) are not subject to the fiduciary duty imposed on independent registered municipal advisors by the United States Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

Fees

Our fees in the Transaction will be based primarily on the hours actually worked by each lawyer and legal assistant involved in this matter. These fees will be computed using hourly billing rates for the lawyer or legal assistant and the type of work involved that are in effect at the time you are billed for the work. Generally speaking, our billing rates vary in accordance with the experience and seniority of the lawyers and legal assistants performing the services. Our billing rates are adjusted annually, typically in December. We propose to bill our fees upon closing of the Bonds.

In addition to our fees, we will be entitled to payment of other charges, such as photocopy charges, express mail service, travel, publication costs of all legal notices in the local newspapers, etc.

When we get closer to pricing the Bonds, we will confirm with you a fixed fee for such series to cover our services and other charges for the corresponding portion of the Transaction.

Conclusion

If you (i) agree to our service as bond counsel in the Transaction upon the terms set forth herein, (ii) agree and consent that we may represent other clients in matters that are not substantially related to the matters on which we are advising you, even where our representation of such clients may be or become directly adverse to your interests, and (iii) acknowledge that the statements made in the heading "Municipal Advisor Matters" are accurate and true to your knowledge, please indicate your acknowledgement and agreement on behalf of the County by executing the enclosed copy of this letter in the space provided below and return the executed copy to me.

You may terminate our engagement as bond counsel at any time simply by notifying us. We may terminate our engagement for nonpayment of our fees and other charges and where we are required or permitted to do so by the Rules of Professional Conduct after giving you reasonable notice and allowing time for you to engage successor counsel, if necessary.

We ask you to acknowledge that, in reviewing and executing this letter, you have not relied on any advice provided by our Firm but instead have acted solely in reliance upon the advice of other legal counsel. Monroe County May 19, 2023 Page 4

We are again pleased to have this opportunity to be of service to you.

Sincerely,

Adam G. Steuerwald

cc: Gregory T. Guerrettaz, Financial Solutions Group, Inc. (via email greg@fsgcorp.com)

ACKNOWLEDGED, AGREED TO AND ACCEPTED:

BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA

By:		 	
Printed: _	***********	 	
Title:		 -	
D .			

DMS 26236279v1

BARNES & THORNBURG LLP

TERMS OF ENGAGEMENT FOR LEGAL SERVICES

The following terms are an integral part of our agreement with you and, unless modified expressly in writing by mutual agreement, govern all of our engagements for you. We ask that you review these terms carefully and write us promptly if you have any questions. We suggest that you retain this document in your file together with our engagement letter(s).

Our Client

The person or entity that we represent is the person or entity identified as our client in our engagement letter and does not include any affiliates or relatives of such person or entity. This means that, unless we specifically agree otherwise, we do not have any lawyer-client relationship with:

- · Your subsidiaries, parent company or other business entities in a commonly controlled group, without regard to any internal arrangements for the management of affairs between our client and any such affiliate, or any operational commonality among such entities such as consolidated administrative services, common in-house legal functions, or any overlapping officers, directorships or ownership;
- · Your owners, shareholders, members, managers, partners, directors, officers, employees, representatives or agents;
- · The beneficiaries of a trust administered by a trustee who is our client:
- Your spouse, partner, children or other family members.

Therefore, our representation of you will neither limit nor impair our ability to represent another client with interests adverse to any such affiliated entity, affiliated person or family member without obtaining your consent.

The Scope of Our Work

Our practice with new clients is to describe the scope of our initial engagement in the letter we send accepting employment. With existing and recurrent clients, we may or may not provide a description of new matters depending on the circumstances. In any engagement we limit our services to those you ask us to perform and those we deem reasonably necessary to accomplish the requested services. If you ask us to limit our work to only one or certain aspects of a transaction, matter or case, we will address only what you request, even if full legal representation on such matter would normally be more involved or extensive age 156 of 204 and other related matters. Peer collaboration and

In some legal matters, clients may have insurance coverage that includes potential liability and legal costs and fees. Except to the extent you expressly request in writing that we advise or assist you concerning insurance coverage relating to your legal matters, you agree to take full responsibility yourself for determining whether coverage exists and to notify your carrier(s). Similarly, we will not analyze potential adverse tax impacts or provide tax advice in any matter unless you specifically ask us to do so in writing. Nor shall we have any obligation to inform or advise you regarding your data security or privacy practices unless you so request in writing.

The outcome of legal matters and proceedings cannot be predicted with certainty. If we offer an assessment of the likely outcome of a matter, that is merely our opinion based on our understanding of the facts and the law at the time. We cannot guarantee results.

Who Will Provide the Services

Each client matter handled by our Firm is assigned to a principal lawyer contact. The principal lawyer should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal lawyer at any time. Under the supervision of the principal lawyer, your work or parts of it may be performed by other lawyers and legal assistants in the Firm.

To help us serve our clients, we employ law clerks (often law students), paralegals, lobbyists, investigators, patent agents, foreign lawyers, research librarians, environmental analysts, translators, draftsmen, ediscovery/litigation support personnel and other technical (non-legal) specialists. Such personnel possess training, experience and skills that enable them to assist our lawyers in discharging their responsibilities, but they are not lawyers. Accordingly, you should not construe or rely upon any communications you receive from such personnel as legal advice.

How Fees Will Be Set

The basis on which our fees will be determined is described in the pertinent engagement letter. Usually the time and effort required are the primary factors on which our fees are based. We will record the time we devote to your work (typically in increments of 1/10th of an hour). This time may include conferences (both in person and over the telephone), negotiations, court appearances, factual and legal research and analysis, document preparation and revision, required travel

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review is an important element of providing quality services, and so our time records will often include discussions between lawyers within our Firm concerning the matters in which we have been engaged. The hourly rates we charge for our lawyers and service providers are based on their relative experience, skills, reputation, the type of engagement, market factors and similar considerations. We review our hourly rates at least annually and may adjust them periodically. Our statements will reflect the applicable rates in effect at the date of the statement even if they exceed the applicable hourly rates in effect on the date the services were performed.

We are sometimes requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter on which our fees are hourly or otherwise variable. But fees and costs are often unpredictable. Accordingly, except in those engagements in which we specifically agree in writing to a flat or maximum fee, we make no commitment concerning the maximum fees and costs that will be necessary to resolve or complete the matter, even when we have provided an estimate. The ultimate cost is invariably more or less than the amount estimated. In addition, your obligation to pay the Firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

In instances in which we offer and you accept a flat fee, that flat fee covers only the services within the scope of work specified in the flat fee proposal. Any additional work will be billed at our standard hourly rates unless otherwise agreed in writing.

Other Charges

In addition to our fees we will likely bill you for various charges that we itemize separately. These may include charges or fees for:

- · messengers and couriers
- photocopying, desktop publishing or printing
- data storage
- · ediscovery data hosting services
- litigation support technology services
- · computerized research
- · certain clerical services
- filing fees (including electronic filings)
- · court reporters
- · witnesses
- outside experts and consultants, including for example accountants, appraisers and other legal counsel

- travel
- phone and Web conferencing

Certain of these other charges may represent more than our out-of-pocket cost to contribute toward covering indirect expenses we incur. We incur outside charges on your behalf as your agent. You agree to pay these charges when due. We may require that you pay significant expenses directly or in advance. In some instances when we make advance payment on your behalf as a convenience, we may be entitled to incentives, rebates or rewards from our banks or credit card companies for using their services. Such arrangements lower our overhead and administrative expense and are not passed along to clients.

In some engagements, it is necessary to engage legal counsel in a foreign country. When we engage counsel in a foreign country on your behalf, we are not guarantors or indemnitors for such foreign counsel's work, nor are we in a position to review the adequacy of their legal work or translation of documents. We engage foreign counsel to assist you specifically because we are not licensed or familiar with the applicable legal system and therefore are not in a position to provide those legal services or judge their adequacy.

Terms of Payment

We will bill you on a regular basis, typically monthly, for both fees and other charges. Our fees and charges are due when you receive our statement. Also, if you do not pay us within 30 days of our statement or as otherwise agreed, you agree that we may discontinue providing services immediately and withdraw from representing you after providing reasonable notice of our intention to do so. You also agree that until we are paid in full on all of your legal matters, and except to the extent otherwise prohibited or limited by law, we shall have a lien on all papers and files in our possession related to any of the matters in which we have represented you, and any property recovered or obtained as a result of our work on your behalf. To the extent not prohibited by applicable law or court rule and effective with new clients on or after January 1, 2019, you agree to pay us finance charges at the rate of six percent (6%) per annum on all fees and charges that you fail to pay within 30 days of our invoice(s) (or, if applicable, a later past due date agreed by us in writing). You agree to pay the costs of collecting your debt to us, including court costs, filing fees and reasonable attorneys' fees.

Advance Deposits and Amounts Received in Trust

New clients of our Firm will ordinarily be asked to make an advance deposit with the Firm. The Firm may also in its sole discretion at any time during our

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representation require existing clients to make an advance deposit based, for example, on past payment history, creditworthiness, increases in the scope or intensity of our work, or other factors that may cause the Firm to conclude it is appropriate to do so.

If we require an advance deposit from you, we will charge or draw against the advance deposit for fees and other charges as our legal services are provided. We will issue regular statements to you describing the fees and other charges which have been deducted from the advance deposit and the amount which must be paid to replenish the advance deposit to the agreed level. If the advance deposit is insufficient to cover fees and other charges anticipated in the current and following month, or if the scope or intensity of our work is anticipated to increase, we may require that the balance be increased. At the conclusion of our legal representation, once we are fully paid, or at such time as the advance deposit is no longer necessary or is appropriately reduced, the remaining balance, if any, will be returned to you.

Any advance deposit we receive from you will be held in our trust account until it is charged for fees and other charges or your account or is returned to you. No interest is paid on amounts held by us in our trust account. In particular, court rules in jurisdictions in which we practice require that interest earned on pooled client trust accounts is payable to a charitable foundation established in accordance with the court's rule. While your advance deposit is held by us in our trust account, it remains your property. You authorize us to apply the deposit to any fees and charges that you owe us.

Other deposits that we receive to cover specific items, and any funds that we recover or receive on your behalf, will also be held by us in our general trust account (without interest) and disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts applied or withdrawn. You grant us a security interest in any funds we receive and hold in trust for you (including any advance deposits) to secure payment of any outstanding fees or other charges you owe us. Any amount remaining after disbursement or application to your account will be returned to you.

Identifying Conflicts of Interest

We maintain an electronic database relating to our client engagements which we use in evaluating and avoiding conflicts of interest. The Rules of Professional Conduct governing lawyers generally prohibit a lawyer or law firm from representing one client in a matter directly adverse to another client unless the affected clients provide informed consent

confirmed in writing. To allow us to identify and address potential conflict issues, you represent to us that you have identified for us all persons and entities that are or may become involved in the matter in which we are being engaged, including all persons and entities affiliated with you who you believe have interests that could be affected by our engagement. You also agree that you will promptly notify us if you become aware of any other persons or entities that are or may become involved in the matter.

Waiver of Certain Potential Conflicts of Interest

As you are aware, we are a large law firm with multiple practices in multiple offices throughout the country, and we represent many different clients in many different industries, including clients who are competitors of each other and sometimes adversaries in legal matters. In taking on this representation, we commit that we will not represent any other client in any matter adverse to you that is substantially related to a matter in which we represent you. In this context, "substantially related" is a term that has come to have a settled meaning in the case law and in Bar ethics opinions. What this commitment means is that we will not take on any matter adverse to you on behalf of another client in circumstances in which any of your confidential data or information, as normally would have been obtained by us in our representation of you, would be material to any new matter adverse to you that we might accept from another client.

In return for our agreement to represent you in this matter and future matters (if any), you consent and agree that we may be adverse to you on behalf of other clients in matters that are not substantially related to the matter we are now undertaking on your behalf or to any additional matter we may undertake on your behalf in the future. Such unrelated matters may include, but are not limited to:

- a. Agreements, business contracts, licenses, mergers and acquisitions, joint ventures, loans and financings, and securities offerings, including contract negotiations with you in which we represent another party, and preparation for other clients of contracts or other legal documents to which you will be a party or that may affect your rights or obligations;
- Advice regarding the existence, scope or validity
 of your rights in real, personal or intellectual
 property and/or concerning the interpretation and
 application of provisions of contracts or other
 legal documents to which you may be party or
 that may affect your legal rights or obligations;
- c. Advice and representation of our other clients regarding the existence or potential existence of

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legal claims that our other clients may have against you or that you may have against them, in disputes with you of any nature, or in claims our other clients may assert against you or you against them including litigation in a court, agency or other tribunal, and in arbitration or mediation.

- d. Bankruptcies, reorganizations, receiverships or insolvencies (including proceedings under the US Bankruptcy Code or state insolvency proceedings); non-judicial debt restructurings, including representation of creditors, liquidators or other insolvency professionals in domestic or international matters in which you are a creditor, debtor or other party in interest;
- e. Patents, copyrights, trademarks, trade secrets or other intellectual property matters; including advice to other clients regarding the existence, scope or validity of your rights in intellectual property and assistance in securing or protecting other clients' intellectual property in ways that may limit or constrain your rights;
- f. Real estate, zoning and environmental matters in which your interests in real property may be involved or adversely affected, or in which you may face liability for environmental contamination;
- g. Representation and advocacy with respect to legislative issues, policy issues, or regulatory issues, including rulemakings, administrative proceedings and enforcement proceedings; and,
- h. Third-party discovery requests (including subpoenas) to be served on you, and discovery requests (including subpoenas) that have been served by you on others.

If at a later time you withdraw or modify this advance waiver in any respect, you agree and consent to our withdrawal from our representation of you pursuant to these General Terms of Representation and the applicable Rules of Professional Conduct.

In addition, if there are parties adverse to you in the matter we are undertaking on your behalf, it is possible that those adverse parties will have need for counsel in matters which do not have a substantial relationship to the matter in which we represent you. Even though we would, as a result, be receiving some fee income from your adversary, you consent to our representing such parties in matters that are not substantially related to any of our work for you. For our part, we commit to continued zealous representation of your interests in the matters in which we do represent you notwithstanding any fee income we may receive from your adversary. Of course, the

foregoing consent does not affect our obligation to protect confidential information you share with us in connection with our representation of you and not to use such information to your detriment.

Electronic Communications and Cloud Storage

You agree that both you and our Firm may use electronic devices and Internet services to communicate with each other and share documents notwithstanding some risk that such communications and documents may be intercepted or accessed by and disclosed to unauthorized parties. You agree that the benefits of using such technology outweigh the risks of unauthorized or inadvertent disclosure. Our use of such technology may include unencrypted email, mobile phones, voice over Internet, electronic data/document websites, video conferencing and other technology in which your documents and information are stored in the cloud and accessed via the Internet. We caution you that, to maintain the confidentiality and privilege of such information and communications, you should not use a computer, other electronic device, network or Internet address that is owned, controlled or on which your communications may be accessed by anyone other than you. This warning includes electronic venues provided by a hotel, a library, an Internet café, or even a shared home computer or employer-provided technology if you are engaging us as an individual rather than on behalf of your employer. Any device you use to communicate with us should be password protected and not accessible by any third party.

Privacy Notice

During the course of this engagement, the firm may collect and acquire possession of certain personal information relating to the matters in which we are representing you. You should only provide the minimum amount of personal information necessary for us to perform our legal services. Our collection and processing of personal information is governed by the firm's Privacy Notice, which you may view at <a href="https://doi.org/buring

As you may know, we need your consent under the Canadian Anti-Spam Law, the General Data Protection Regulation and similar laws to the extent applicable, before we can send you certain electronic communications. These electronic communications include, among others, announcements, briefings on legal developments, and invitations to seminars and other events. In connection with your engaging us to render legal services, you consent to our sending you these electronic communications. You may withdraw your consent (or update your profile information) at any time by notifying us at privacy@btlaw.com. If you

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withdraw your consent, we will stop sending you all electronic communications for which your consent is required.

Lawyers Holding Public Offices

Our lawyers may from time to time serve in elected or appointed positions with various governmental bodies. Such lawyers must discharge those duties without regard to their employment or association with the Firm, and more importantly, it would be a prohibited conflict of interest for them to give any special consideration, benefit, or access to you or any other client of the Firm. Accordingly, you confirm that your engagement of our Firm is not in consideration for or in contemplation of any expected benefit to be derived from the activities of any elected or appointed official.

Certain Client Responsibilities

You agree to cooperate fully with us, to provide promptly and candidly all information (including documents and electronic data) known or available to you that is relevant to our representation. If your engagement involves actual or potential claims or litigation, you have an obligation to preserve potentially relevant information, including electronic data. It is important for you to ensure automatic deletions or record retention policies are suspended as necessary to ensure this information is preserved. If you have questions, you should discuss these issues with us at the outset of our engagement involving any claim or litigation or as soon as a dispute or litigation related to any matter on which you have engaged us becomes reasonably foreseeable. You also agree to respond promptly to our requests for direction and other communications and to attend meetings and court proceedings at our request.

Use of Publicly Available Information

We will protect nonpublic, confidential information related to your representation in accordance with our professional obligations. To best serve all of our clients, however, it is helpful for us to be able to describe our experiences in the practice of law to assist others in choosing counsel and for other business reasons. Accordingly, we understand that you authorize us, unless you specifically instruct us to the contrary, to truthfully disclose or describe to others information related to our representation of you that is otherwise publicly available (e.g., in public filings, government publications, press releases, on the Internet and the like).

Termination and Withdrawal

You may terminate our representation of you at any time without cause simply by notifying us. Your termination of our services will not affect your

responsibility for payment of fees and other charges incurred before termination and in connection with an orderly transition of the matter.

We are subject to the Rules of Professional Conduct that require or allow us to withdraw from representing a client in various circumstances. These may include any circumstances in which withdrawal can be accomplished without material adverse effect on the interests of the client. Among other circumstances that may give rise to withdrawal, subject to the Rules of Professional Conduct, we may withdraw from representing you if you do not fulfill your client responsibilities to us, including failure to pay our fees and charges, or if we determine that our relationship has become impaired, such as by your failure to follow our advice relating to a representation.

Unless previously terminated, our representation of you in any matter terminates upon our completion of the services you retained us to perform. Generally, this will be indicated by your receipt of our final statement for services rendered on that matter. In general, our representation shall be deemed completed if there is no billable work for a period of six months and there are no ongoing appeals proceedings or intellectual property maintenance obligations.

Except where applicable laws require otherwise, you agree that the following provisions will govern the way we handle materials and records related to our representation of you. We typically store the materials we retain in electronic form. We do not keep our copies of such materials and records indefinitely. We will discard or delete the materials we retain related to your representation when we believe it is reasonable to do so, without further notice to you. Accordingly, you are strongly encouraged to keep your own files related to our representation, especially important legal documents. So that you can do so, we will provide you with copies of materials we have retained whenever you request them during our representation. Even after your matter is completed, on request we will provide you with copies in electronic form of any materials we still have to which you are entitled. You agree to pay our charges for retrieving and copying materials for you, and any other fees and charges that remain outstanding in connection with our representation of you. We may require such payment before delivering such materials. You authorize us to follow these procedures without providing you further notices or seeking further instructions in the future.

Our representation of you in any matter is limited to that specific matter, and will not give rise to any ongoing attorney-client relationship. After our representation of you in any matter has ended, we may from time to time represent you in such subsequent matters as you may request. However,

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we are under no obligation to represent you in any subsequent matters, and nothing herein should be construed to give rise to any attorney-client relationship after our representation has concluded or terminated. If we do undertake to represent you in any subsequent matter, the scope and duration of our representation will be limited to that specific subsequent matter and, unless we expressly establish new terms of engagement with you at that time, the terms of engagement stated in this document and our engagement letter will apply.

Lawyers sometimes become personally entangled in court proceedings in connection with their clients' matters. If our Firm or any of our lawyers or staff are named as a party, or are required to produce evidence or appear, in a legal proceeding or deposition as a result of our services performed for you (other than as a result of our misconduct or negligence), you agree, even after our representation has terminated, to pay us for our lawyers' and non-lawyers' time and other charges and expenses incurred in connection with our defense or participation in such proceeding, on the same basis that applies to our standard hourly fees and charges in effect at the time.

After our representation of you in any matter has ended, changes may occur in applicable laws or regulations that could have an impact upon your rights and liabilities. Unless you subsequently engage us to provide such advice on the same matter, our Firm has no continuing obligation to advise you with respect to future legal developments.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 06/28/23	Formal	Work sess	sion 🗌	Department	Commissioners
Title to appear on Agenda: Agenda: Reference Br	greement with Financial Segarding Financial Advice ridge/TIF Bond	Solutions Group on the Major	Vendor#		
Executive Summary:					
The agreement is for the proven pay for this expense.	vision of Financial Advice	for the upcoming N	Major Bridge	Bond. The b	oond proceeds will
Fund Name(s):	Fund	Number(s):			Amount(s)
TBD	TBD				Not to exceed \$30,000
Presenter: Jeff Cockerill Speaker(s) for Zoom	purposes:				
Name(s)		Phone Number(s)			
(the speaker phone numbers	will be removed from th	ne document prior t	to posting)		

Cockerill, Jeff

Attorney who reviewed:



2680 East Main Street Suite 223 Plainfield, IN 46168 Phone: 317.837.4933

Email Addresses:

greg@fsgcorp.com fsg@fsgcorp.com June 15, 2023

Monroe County Commissioners

Attn: Mr. Jeff Cockerill

100 W. Kirkwood Avenue Courthouse, Room 220 Bloomington, IN 47404

VIA EMAIL: jcockerill@co.monroe.in.us

RE: PROPOSED AGREEMENT

Dear Monroe County Officials:

Pursuant to your request, we are submitting a proposal for Financial Solutions Group, Inc. (FSG Corp.) to perform certain professional services in connection with the proposed Bridge Improvement Bonds, Series 2023.

Scope of Services

The scope of our services will include all, or part, of the following professional services, if necessary:

- 1. Determination and analysis of all alternative methods and potential economic results of issuing debt;
- Preparation of estimated Sources & Uses of Funds documentation and assistance to the County in determining bond issue amount and maturity schedules, call premiums, coupon rates and arbitrage restrictions (if any);
- 3. Calculation of estimated tax impact that is expected over the life of the bonds, based upon agreed assumptions;
- 4. Preparation of a report entitled, "Tax Impact", which could be included in the "Offering Document" and presented at public hearings;
- 5. Presentations to the County Council and Commissioners, if needed;
- 6. Determination of direct and overlapping debt, debt ratios and per capita ratios for the purpose of establishing credit limitations, if any, and credit capabilities;
- 7. Preparation and publication of preliminary and final "Offering Documents", for sale of securities, at competitive bid;
- 8. Review of documents for the proposed financing and assistance with suggested changes;
- 9. Discussion with underwriters, banks and prospective bidders, as directed by the County, regarding (and creation of interest in) the County bond is suggeting 163 of 204

June 15, 2023 Monroe County Commissioners Attn: Mr. Jeff Cockerill Page 2 of 2

- 10. Discussions and meetings with County officials and working group members;
- 11. Review of final financing schedules for the project; and
- 12. Assistance with the sale of the bonds and closing of the bond issue.

This agreement does not cover advice regarding investment of bond proceeds or compliance with any arbitrage rebate matters.

Bond Issue Fees

The total fee for our professional services **shall not exceed \$30,000**.

It is anticipated that an invoice will be issued and paid, at closing, from bond proceeds.

This agreement may be terminated at any time. In the event the agreement is terminated, the County agrees that the amount due under this agreement shall be \$5,000.

In the event Monroe County approves the engagement of FSG Corp. for this assignment, please sign, date and return a copy to us.

Respectfully Submitted,

Financial Solutions Group, Inc.
Buyon I Sull

Gregory T. Guerrettaz

AGREED AND ACCEPTED:

MONROE COUNTY, INDIANA

By:_____

Date:

EXHIBIT A

REQUIRED DISCLOSURE STATEMENT OF MUNICIPAL ADVISOR

PART A - Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Material Conflicts of Interest – FSG Corp. makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how FSG Corp. addresses or intends to manage or mitigate each conflict.

General Mitigations - As general mitigations of FSG Corp.'s conflicts, with respect to all of the conflicts disclosed below, FSG Corp. mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates FSG Corp. to deal honestly and with the utmost good faith with Client and to act in Client's best interests without regard to FSG Corp.'s financial or other interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

- **I.** <u>Compensation-Based Conflicts</u>. The fee due under this Agreement is based on a flat fee for services provided. This form of compensation presents a potential conflict of interest if Client and FSG Corp. do not agree on a fee to be paid if the bond issuance is not completed. This conflict of interest is mitigated by the general mitigations described above.
- II. Other Municipal Advisor Relationships. FSG Corp. serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, FSG Corp. serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, FSG Corp. could potentially face a conflict of interest arising from these competing client interests. This conflict of interest is mitigated by the general mitigations described above.

PART B - Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, FSG Corp. sets out below required disclosures and related information in connection with such disclosures.

- I. <u>Material Legal or Disciplinary Event.</u> There are no legal or disciplinary events that are material to Client's evaluation of FSG Corp. or the integrity of FSG Corp.'s management or advisory personnel disclosed, or that should be disclosed, on any Form MA-I filed with the SEC.
- **II.** How to Access Form MA and Form MA-I Filings. FSG Corp.'s most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at http://www.sec.gov.
- **III.** Most Recent Change in Legal or Disciplinary Event Disclosure. FSG Corp. has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

PART C - Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of FSG Corp. FSG Corp. will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Dated: June 15, 2023



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 06/28/23	Formal 🗸 V	Vork session	Department Commissioners
	on 2023-19 A resolution app ignation of Monroe County as nter County	Vendor #	
Executive Summary:			
The process for a County to become The first step is for the County Combecoming a vote center county. "The change, not about actually making the directly, their vote on vote centers of possibility of change."	missioners and County Cour nese resolutions are about co he change. Since council m an serve as a good tempera	ncil to approve resolution on firming that the coulembers and commission	utions that express interest in unty is open to the potential sioners represent county citizens
The entire process can be found he https://www.in.gov/sos/elections/vot		vote-centers/vote-ce	nter-information/
Fund Name(s)	Found November		Amount(a)
Fund Name(s): NA	Fund Number(s	5):	Amount(s) NA
Presenter: Jeff Cockerill			
Speaker(s) for Zoom purpo Name(s)	ses: Phone Nu	umbor(s)	
(the speaker phone numbers will be	e removed from the docume	ent prior to posting)	

Cockerill, Jeff

Attorney who reviewed:

Resolution 2023-19

A RESOLUTION APPROVING THE DESIGNATION OF MONROE COUNTY AS A VOTE CENTER COUNTY

WHEREAS, Indiana Code 3-11-18.1 allows counties to adopt the vote center model and;

WHEREAS, the County Board of Commissioners of Monroe County approves the designation of Monroe County as a vote center county and;

WHEREAS, the Monroe County Election Board has the responsibility for properly drafting a vote center plan for Monroe County which will take effect upon unanimous vote of the county election board and having the plan is properly filed with the Indiana Election Division;

NOW BE IT SO RESOLVED BY THE BOARD OF COMMISSIONERS OF

MONROE COUNTY that Monroe County is approved to operate as a vote center county, upon the required approval and filing of the county vote center plan by the Monroe County Election Board.

This Resolution shall be in full force and effect from and after the date it is published as required by law.

Passed and adopted by the Board of Commissioners of Monroe County, State of Indiana.

on	day of		,
	BOARD OF COM	IMISSIONERS OF MONROE COUNTY	
	"AYES"	"NAYS"	
Penny G	ithens, President	Penny Githens, President	
Julie The	omas, Vice President	Julie Thomas, Vice President	
Lee Jone	es, Member	Lee Jones, Member	
ATTEST	Γ:		

Catherine Smith, Auditor



Monroe County Board of Commissioners Agenda Request Form

	enters were party party and a second second	
Board o Compar	rent between the Monroe County of Commissioners and Indiana Gas ny/CenterPoint Energy North for locations	#
xecutive Summary:		
NO. P. HICKORY, CO. B. C. C. C. D. C.	nt is for utility relocations for the Fullerton Pike, I	
Fund Name(s):	Fund Number(s):	Amount(s)
printer operation activities	Fund Number(s): 8169	Amount(s) \$46,164.46
Fullerton Pike, Phase III	1 1	
Fund Name(s): Fullerton Pike, Phase III Presenter: Lisa Ridge Speaker(s) for Zoom purpos	8169	
Fullerton Pike, Phase III Presenter: Lisa Ridge	8169	
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Fullerton Pike. Phase III Presenter: Lisa Ridge Speaker(s) for Zoom purpos Name(s)	8169 ses:	\$46,164,46

Monroe County Board of Commissioners Agenda Request - Grant

REQUIRED

Federal Agency INDOT	Federal Program Transportation
CFDA# 20.205	Federal Award Number and Year (or other ID)
Pass Through Entity: Des #1802977	
Request completed by: Lisa Ridge	

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

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

CITY/COUNTY UTILITY REIMBURSEMENT AGREEMENT (Work by Utility)

20____, by and between

corporation doing business as CenterPoint Energy North

1800 W. 26th St.

Muncie, IN 47302

Indiana Gas Company, Inc., an Indiana

(hereinafter referred to as the "Utility"), and

Monroe County Board of Commissioners

100 W Kirkwood Ave
Bloomington, IN 47404

Indiana acting by and through its appropriate elected official, (hereinafter referred to as the "Local Public Agency").

WITNESSETH:

WHEREAS, the Local Public Agency developed construction plans to improve and/or maintain the condition of the road as referenced by the Des No. and Project No. given above (hereinafter referred to as the "project"); and

WHEREAS, the Utility has been required by the Local Public Agency to relocate its facilities for the same highway project; and

WHEREAS, the Utility relocated its facilities in accordance with a relocation permit provided by the Local Public Agency; and

WHEREAS, pursuant to IC 8-23-26-7(2), The Local Public Agency shall reimburse a Utility if, after the completion of the relocation of the facilities, which was authorized by the Local Public Agency, the Local Public Agency alters the Local Public Agency's plan of construction for the same project; and

WHEREAS, a change in the Local Public Agency's plans for the above referenced project will cause the Utility to relocate the same facilities a second time for the same project; and

WHEREAS, the Local Public Agency will recommend approval of this project, if applicable, to the Federal Highway Administration for construction with funds apportioned to the Local Public Agency under title 23, United States Code and Acts amendatory thereof and supplementary thereto; and

WHEREAS, it is necessary for both parties hereto to comply with the applicable terms and provisions of the Federal-Aid Policy Guide (hereinafter called the Policy Guide and available at http://www.fhwa.dot.gov/legsregs/directives/cfr23toc.htm on the FHWA website) and 23 CFR 645 Subpart A, which is hereby incorporated by reference, in order to receive reimbursement;

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained and the adequacy of consideration as to each of the parties to this agreement is hereby mutually acknowledged, and other good and valuable considerations, the receipt is hereby acknowledged and intending to be legally bound the Parties hereby covenant and agree as follows

SECTION 1 - DESCRIPTION OF WORK AND BILLING

The Utility relocated its facilities in accordance with its plans and specifications, copies of which are attached hereto as Exhibit "A1" and incorporated by reference. A second relocation of the same facilities is necessitated because of the changes made by the Local Public Agency. A copy of the plan for the second relocation is attached hereto, as Exhibit "A2" and incorporated by reference. A copy of the itemized estimate to do the second time relocation work is attached as Exhibit "B" and incorporated by reference.

Upon completion of the work, the Utility shall present a valid itemized invoice. All documents required to substantiate this claim for payment shall be submitted with this invoice. Such supporting documents shall include, but shall not be limited to copies of material invoices, time sheets, vendor and/or contractor invoices and other such documents as may be deemed necessary by the Local Public Agency.

SECTION 2 - PAYMENTS

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Utility in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this agreement except as permitted by IC 4-13-2-20.

SECTION 2 - RECORDS

The accounts and records of the Utility and any contractor or subcontractor involved in carrying out the proposed work shall be kept in such manner that they may be readily audited and actual cost determined, and such accounts shall be available for audit by auditors of the Local Public Agency, and the Federal Highway Administration for a period of not less than three (3) years from the date final payment has been received by the Utility in accordance with 23 CFR 645.117. In the event of a dispute with regard to the allowable expenses or any other issue under this Agreement, the Utility shall thereafter continue to maintain the accounts and records until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

Upon completion of the Utility's work, the Local Public Agency's Division of Accounting and Control may audit the Utility's records to determine the cost of relocation. Such audit shall be in accordance with generally accepted auditing standards and the appropriate cost principles as set forth in 48 CFR part 31.

Final payment shall be in accordance with the Local Public Agency's resolution of the final audit. If additional money is due the Utility, the Local Public Agency shall make payment to the Utility within forty-five (45) days after the audit resolution is approved by the Local Public Agency's Division of Accounting and Control. If the audit resolution shows that the Utility has been overpaid, the Local Public Agency shall bill the Utility for such overpayment and provide supporting documentation. The Utility shall pay the Local Public Agency within forty-five (45) days after receipt of such bill. If the Utility has not paid such bill within forty-five (45) days, the Local Public Agency may offset such amount against claims that the Utility has against the Local Public Agency.

SECTION 3 - BINDING UPON SUCCESSORS OR ASSIGNS

This agreement shall be binding upon the parties and their successors and assigns.

SECTION 4 - GENERAL LIABILITY PROVISIONS

The Utility for itself, its employees, agents and representatives, shall indemnify, protect and save harmless the Indiana Department of Transportation, the State of Indiana, and the Local Public Agency from and against any and all legal liabilities and other expenses, claims, costs, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property (hereafter "Claim"), arising out of intentional tortious acts or whether due in whole or in part to the negligent acts or omissions of the Utility, its employees or agents or contractors, in relation to or in connection with any work performed or to be performed pursuant to this agreement, provided however, that where said Department of Transportation and/or the Local Public Agency has been found liable by a court, tribunal or governing body entitled to make such a determination for intentional tortious acts and/or negligence with respect to the occurrence or occurrences giving rise to the Claim, the Utility shall have no duty to indemnify, protect, or save harmless either the Department of Transportation, the State, or the Local Public Agency.

SECTION 5 - INCORPORATION OF THE UTILITY POLICY GUIDE

The Policy Guide forms an essential part of this agreement, and the terms or provisions of this agreement in no way abrogate or supersede the terms or provisions set forth in said Policy Guide.

SECTION 6 - PENALTIES/INTEREST/ATTORNEY'S FEES

The Local Public Agency will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, and/or attorney's fees, except as required by Indiana law.

SECTION 7 - COMPLIANCE WITH LAWS; APPLICABLE LAW

The UTILITY agrees to comply with all federal, state and local laws, rules, regulations, or ordinances that are applicable at the time the UTILITY's services pursuant to this Contract are rendered, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any Indiana or federal statute or the promulgation of regulations there under after execution of this Contract shall be reviewed by the Office of the Indiana Attorney General and the UTILITY to determine whether the provisions of this Contract require formal amendment.

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana

SECTION 8 – COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT As required by IC 5-22-3-7:

- (1) The UTILITY and any principals of the UTILITY certify that
 - (A) The UTILITY, 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 UTILITY will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

SECTION 9 - CONFLICT OF INTEREST

- A. As used in this section:
 - "Immediate family" means the spouse and the unemancipated children of an individual.
 - "Interested party," means:
 - 1. The individual executing the Contract;
 - 2. An individual who has an interest of three percent (3%) or more of UTILITY, if UTILITY is not an individual; or

3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Commission" means the State of Indiana Ethics Commission.

- B. The Local Public Agency may cancel this Contract without recourse by UTILITY if any interested party is an employee of the State of Indiana or the Local Public Agency.
- C. The Local Public Agency will not exercise its right of cancellation under section B above if the UTILITY gives the Local Public Agency an opinion by the Commission indicating that the existence of this Contract and the employment by the State of Indiana or Local Public Agency of the interested party does not violate any statute or code relating to ethical conduct of State of Indiana or Local Public Agency employees. The Local Public Agency may take action, including cancellation of this Contract consistent with an opinion of the Commission obtained under this section.
- D. UTILITY has an affirmative obligation under this Contract to disclose to the Local Public Agency when an interested party is or becomes an employee of the State of Indiana or Local Public Agency. The obligation under this section extends only to those facts that UTILITY knows or reasonable could know.

SECTION 10 - DRUG-FREE WORKPLACE CERTIFICATION

The UTILITY hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the Local Public Agency and the Indiana Department of Administration within ten (10) days after receiving actual notice that an employee of the UTILITY has been convicted of a criminal drug violation occurring in the UTILITY's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of the Contract and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total Contract amount set forth in this Contract is in excess of \$25,000.00, UTILITY hereby further agrees that this Contract is expressly subject to the terms, conditions and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the Local Public Agency of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the UTILITY and made a part of the contract or agreement as part of the contract documents.

The UTILITY certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the UTILITY'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 their employees of (1) the dangers of drug abuse in the workplace; (2) the UTILITY'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.
- 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 UTILITY of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the Local Public Agency within ten (10) days after receiving notice from an employee under subdivision (c)(2) above, or otherwise receiving actual notice of such conviction;
- 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.

SECTION 11 - FUNDING CANCELLATION CLAUSE

When the Director of the Local Public Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, the Contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

SECTION 12 - NON-DISCRIMINATION

A. Pursuant to I.C. 22-9-1-10, the Utility and its Contractor and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment,

- because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.
- B. The UTILITY understands that the Local Public Agency is a recipient of federal funds. Pursuant to that understanding, the UTILITY and its Contractor and subcontractors, if any, agree that if the UTILITY employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the Local Public Agency and is not exempt, the UTILITY will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The UTILITY shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

SECTION 13 -- DEBARTMENT AND SUSPENSION

The UTILITY certifies, by entering into this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal agency or department agency or political division of the State of Indiana. The term "principal" for the purposes of this 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 critical influence on or substantive control over the operations of the UTILITY.

SECTION 14 - CERTIFICATIONS FOR FEDERAL-AID CONTRACTORS LOBBYING ACTIVITIES

The UTILITY certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the UTILITY has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal 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 Federal 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, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The UTILITY also agrees by signing this Contract that it shall require that the language of the certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

SECTION 15 - APPROVAL OF ATTORNEY-GENERAL

This Agreement shall not be effective unless and until it is approved by the Attorney General of Indiana or an authorized representative, as to form and legality.

SECTION 16 - ETHICS

The UTILITY and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the Local Public Agency, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the UTILITY is not familiar with these ethical requirements, the UTILITY should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<<hr/>http://www.in.gov/ethics/>>>. If the UTILITY or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the UTILITY. In addition, the contractor may be subject to penalties under Indiana Code § 4-2-6-12.

SECTION 17 - EMPLOYEE ELIGIBILITY VERIFICATION

The Utility affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The Utility shall enroll in the verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Utility is not required to participate should the E-Verify program cease to exist. Additionally, the Utility is not required to participate if the Utility is self-employed and does not employ any employees. The Utility shall not knowingly employ or contract with an unauthorized alien. The Utility shall not retain an employee or contract with a person that the Utility subsequently learns is an unauthorized alien.

The Utility shall require his/her/its subcontractors, who perform work under this contract, to certify the Utility that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Utility agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The Local Public Agency may terminate for default if the Utility fails to cure a breach of this provision no later than (30) days after being notified by the Local Public Agency

SECTION 18 - NON-COLLUSION

The undersigned attests, subject to the penalties for perjury, that he/she is the contract party, or that he/she is the representative, agent or officer of the UTILITY that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of the Contract.

SECTION 19 - BUILD AMERICA, BUY AMERICA ACT

The Utility agrees that all steel, iron, manufactured products and construction and material permanently incorporated into the project and used under this agreement will be produced and manufactured in the United States of America pursuant to the requirements of 23 CFR 635.410 and Infrastructure Investment and Jobs Act (IIJA, Public Law 117-58, Title IX-Build America, Buy America, div. G §§ 70901-52) on November 15, 2021, and Federal Memorandum M-22-11.

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authorized officers.	
THE UTLITY: INDIANAGAS CONTAC. ANINDIANA CORP. DOING BUSINESS AS CENTER BUNTEN FRAY NORTH	ATTEST:
(Utility Name)	(Chief Executive Officer of Utility)
(Signature of Officer) MGR (HRISTOPHER A. WOOD	(Secretary's Name, Printed or Typed)
(Officer's Name, Printed or Typed) ENGINEERING MANAGER	
(Officer's Position)	
approved by the Office of the Attorney General	binding on the State until it has been I, which approvals will be posted on the
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Page 10 of 12



(Seal)

(Printed or Typed) (Notary Public)

FOR:	
Monroe County Board of Commissioners	
(Name of Local Public Agency)	
BY:	ATTEST:
(Typed or Printed Name)	(Typed or Printed Name)
(Typed or Printed Name)	
(Typed or Printed Name) ACKNOWLE	DGEMENT
State of Indiana, County of	
Before me, the undersigned Notary Public in a	and for the County and State, personally
appeared	
and acknowledged the execution of the forego	oing contract on this day of
20	
My Commission Expires	(Signature)
(seal)	(Printed or Typed) (Notary Public)

"Exhibit A1"

Date: 5/26/2017

Subject: Utility Relocation Work Plan for: Vectren

Facility Type: Gas

Section 1. General Information

(A) INDOT/LPA Project Information

(1) Des No. 1500523

(2) Route Number: West Gordon Pike

(3) Location: Rogers Street to Walnut Street

(4) Work Type: Road Reconstruction (5) Date work plan needed: March 22, 2017

(6) Target date for utility to be out

of conflict with INDOT project: June 1, 2018

(a) Intermediate phase:(b) Intermediate phase;

(B) Utility Designated Contact - Information

(1) Person name: Ariel Thomas (2) Office telephone: 812-330-4018 (3) Mobile telephone: 812-272-2438

(4) Email address: athomas@vectren.com

(5) Agency name: Vectren (6) Address: 205 S Madison

(7) City, State, Zip Code: Bloomington, IN 47404

(8) Construction Emergency Contact:

Name: Jason Mellencamp Number: 812-348-6715

(C) By signing here, the Utility has determined to the best of their ability that they do not have facilities within the project area:

Note: A signature by the utility representative at item "(C)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct.

(D) INDOT/LPA Utility Coordinator Contact Information

(1) Person name: Patrick Wooden, P.E. (2) Office telephone: 317.547.5580

(2) Office telephone: 317.347.3380 (3) Mobile telephone: 317.446.8746

(4) Email address: utilitycoordination@structurepoint.com

(5) Agency name: American Structurepoint, Inc. (6) Address: 7260 Shadeland Station

(7) City, State, Zip Code: Indianapolis, IN 46256

Section 2. A narrative description of the facility relocation that will be required. [IAC 13-3-3(c)]

(A) Describe what types of existing facilities are present.

6" STL gas main

4" STL gas main

2" PE gas main

1" pe gas services in project area

- (B) Describe the location of existing facilities.
 - Station 315+00 to 321+00 there is 6" STL medium pressure main on North side of W Gordon Pike.
 - Station 321+00 to 330+00 there is a 6" STL medium pressure main on North side of W Gordon pike that crosses Rogers st.
 - Station 10+00 to 15+00 there is 4" STL medium pressure main on W side of Rogers St.
- (C) Describe what will be done with existing facilities.
 - 6" sti main in project area will be retired in place from station 321+00 to 329+00
 - 2" pe main in project area will be retired in place from station 315+00 to 321+00
 - 4" stl main in project area will be retired in place from station 20+50 to station 25+50
- (D) Describe the details of the proposed new facilities.

2" PE gas line, 4" PE gas line, 6" PE gas line

- (E) Describe the proposed location of the new facilities.
 - 2" PE gas line located to the south of existing lines from Sta. 315+00 to 320+00
 - 4" PE gas main located to the west of existing stl from Sta. 20+50 to Sta. 25+50
 - 6" PE gas main located to the north of existing gas main from Sta. 320+00 to 329+00

(F) By signing here, the Utility has determine	ed to the best of their ability that they have
facilities within the project area and the facili	ties are not in conflict with the project based
upon the plans received on	:

Note: A signature by the utility representative at item "(F)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct.

Section 3. A statement whether the facility relocation is or is not dependent on the acquisition of additional property interests with a description of that work. [IAC 13-3-3(c)(2)(B)]

Vectren will not be acquiring any new easements.

Section 4. A statement whether the utility is or is not willing to allow the INDOT contractor to do the required work as part of the highway contract. [IAC 13-3-3(c)(3)]

Vectren will not allow INDOT to do any relocation work as part of the highway contract.

<u>Section 5</u>. From the date the work plan is approved by both parties; please provide the Utility's pre-construction scheduling information. [IAC 13-3-3(c)(4), IAC 13-3-3(c)(5)]

- (A) The expected lead time in calendar days to obtain required permits: N/A
- (B) The expected lead time in calendar days to obtain materials: 60
- (C) The expected lead time in calendar days to schedule work crews: 60
- (D) If the contractor is being selected by competitive bid what is the date of selection? (mm/yyyy) N/A
- (E) The expected lead time in calendar days to obtain new property interests:

 N/A

(F) The earliest date when the utility could begin to implement the pre-construction activities of the work plan:

60 days

(G) The total number of calendar days for pre-construction activities: 90 days (accounting for concurrent activities)

Section 6. The utility's construction scheduling information. [IAC 13-3-3(c)(4), IAC 13-3-3(c)(5)]

(A) A statement whether the facility relocation is or is not dependant on work to be done by another utility with a description of that work. [IAC 13-3-3(c)(2)(A)(i)]

Vectren is NOT DEPENDENT on any work by any other utilities.

- (1) Utility A, with a description of the required work. N/A
- (2) Utility B, with a description of the required work.
- (3) Utility C, with a description of the required work. N/A
- (B) A statement whether the facility relocation is or is not dependent on work to be done by the department or the department's contractor with a description of that work. [IAC 13-3-3(c)(2)(A)(ii)]
 - (1) Work item A R/W must be staked.
 - (2) Work item B R/W must be cleared.
- (C) How many calendar days after the events identified in Sec 6 A and B

(D) The number of calendar days to complete the relocation work:

80

<u>Section 7</u>. A drawing of sufficient detail with station, offset, elevations, and scale to show the proposed location of the facility relocation, which takes precedence over the narrative description of the work. [IAC 13-3-3(c)(6)]

SEE RELOCATION PLAN IN ATTACHED DRAWING

Section 8. For each work plan the utility shall include a cost estimate for the facility relocation. For reimbursable work the estimate will identify betterment and salvage. [IAC 13-3-3(d)] \$450,000

Section 9. For work the utility is entitled to be compensated by the Department, the work plan shall include documentation of property interests and compensable land rights. [IAC 13-3-3(d)]

<u>Section 10</u>. The implementation of this approved work plan is dependent upon the issuance of: (a notice to proceed will be provided when items in Section 6 are accomplished)

Yes N/A

An executed reimbursement agreement with INDOT/LPA:

N/A

A relocation permit from INDOT/LP/A:

YES

Submitter Name Signed:

Submitter Name Printed:

Ariel Thomas

Date Submitter Signed: 5

5/26/2017

INDOT/LPA use only below this point ----- INDOT/LPA use only below this point

INDOT/LPA use only below this point ----- INDOT/LPA use only below this point

The following sections are to be used by INDOT personnel to review the utility relocation work plan.

Section 11: The Department shall review the work plan to ensure that it: [IAC 13-3-3(e)]

Description	Yes	No	Initials
(1.a) is compatible with department permit requirements			NSP
(1.b) is compatible with the project plans	Ø		NSP
(1.c) is compatible with the construction schedule	X	- 3	NSP
(1.d) is compatible with other utility relocation work plans			NSP
(2.a) has reasonable relocation scheme	Ø		NSP
(2.b) has a reasonable cost for compensable work			N/A

(Note: Double-click on box under Yes or No to mark it with an "X")

Comments on any sections (1.a - 2.b) that were marked No:

Utility Coordinator/Staff Engineer Signature

Natalie S. Parks, P.E.

Utility Coordinator/Staff Engineer Name Printed:

3/29/18

Date

Project Manager Signature

Patrick Wooden, P. E.

Project Manager Name Printed

3/30/2018

Date

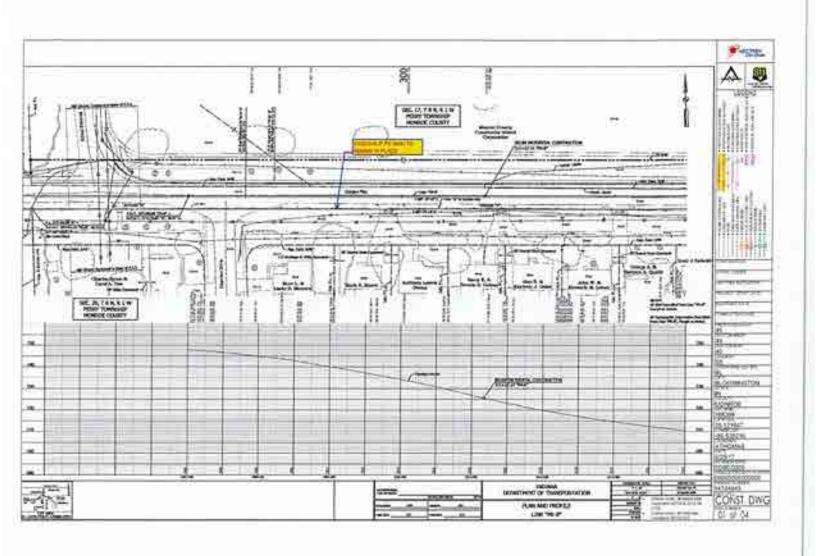
Section 12: Approved Work Plan. [IAC 13-3-3[f)]

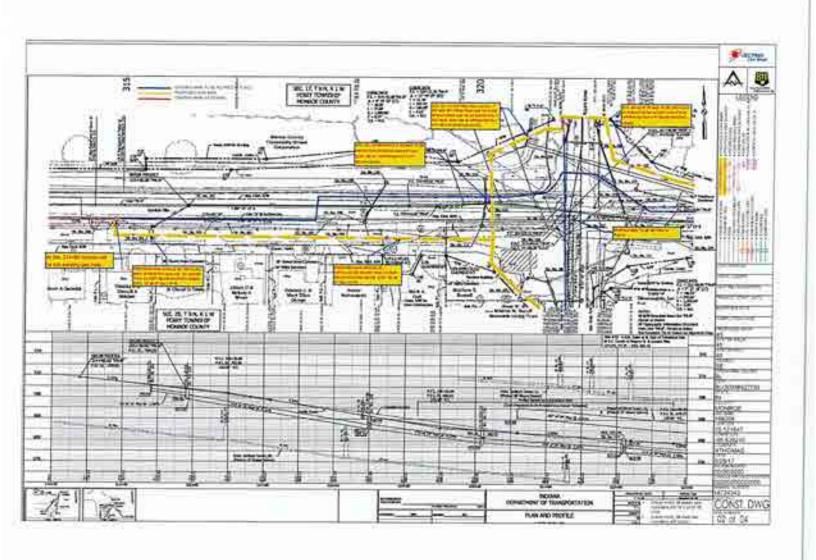
I have reviewed the work plan and found it acceptable.

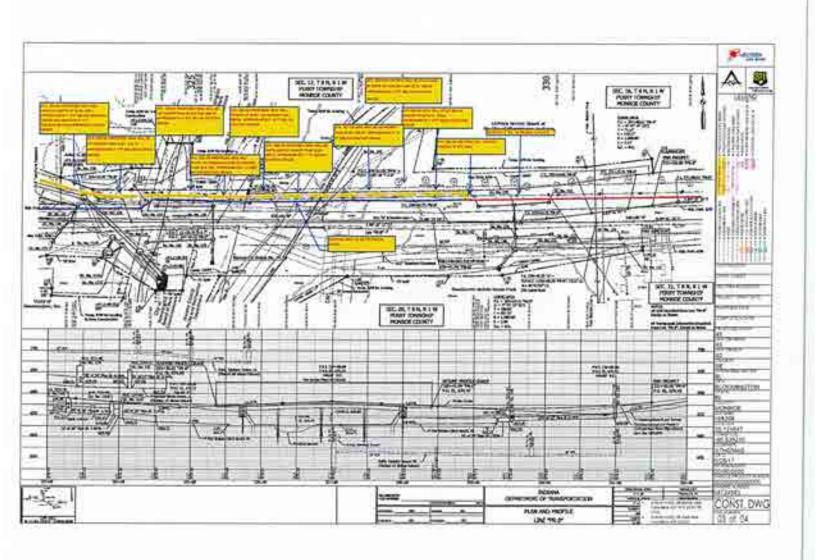
ERC Name Printed

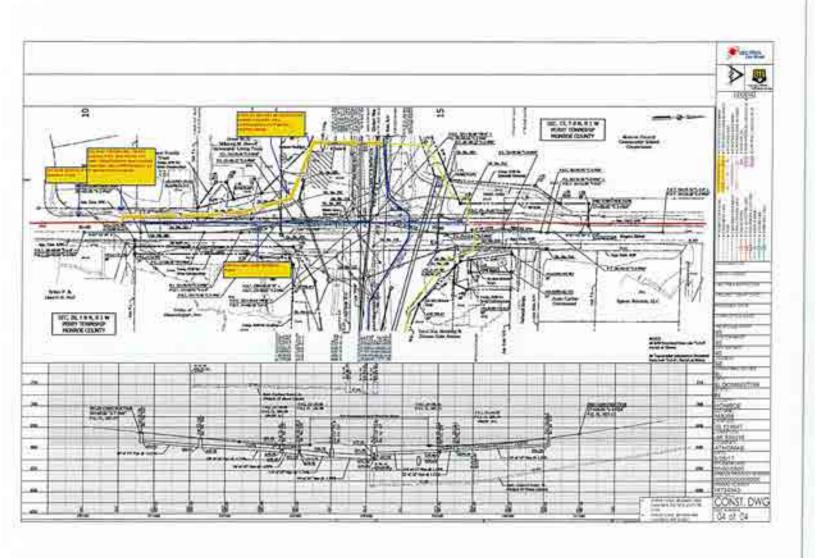
Revised 02/11/2015

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Date: 10/2/2022

Subject:	
Utility Relocation Work Plan for:	Vectren, A CenterPoint Energy Company
Facility Type:	Natural Gas - Distribution

Section 1: General Information

A. INDOT/LPA Project Information

1.	DES NO.:	1802977
2.	Route Number:	Fullerton Pike Phase III
3	Location:	Approximately 500' West of Gordon Pike to Rockport Road intersection, Monroe County, IN
4.	Work Type:	New Road Construction
5.	Letting Date:	07/12/2023
6.	Date Work Plan Needed	05/18/2021
	Target Date for Utility to be out of conflict with INDOT Project	TBD
3	Intermediate Phase	TBD
J	Intermediate Phase	TBD

B. Utility Designated Contact - Information.

1.	Designated Contact Name:	Jon Eastham
2.	Office telephone:	(765) 287-2119
3.	Mobile telephone:	(765) 212-4679
4.	Email address:	Jonathan Eastham@CenterPointEnergy.com
5.	Agency name	Vectren, A CenterPoint Energy Company
6.	Address:	1800 West 26th Street Cowan and Hines Road
7.	City, State, Zip Code	Muncie, IN 47302
8.	Construction Emergency Contact:	
	Name:	Vectren 24 Hr Call Center
	Number	£1-800-227-1376

C.	1	By signing here, the Utility has determined to the best of their ability that they do not have facilities within
	. 1	the project area:

Plane Burner - Friedrich Weissenschaftlich	Below Message	D-1-	
Signature of Utility Representative	Print Name	Date	

1 | Rage



Note: A signature by the utility representative at item "(C)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct

D. INDOT/LPA Utility Coordinator Contact Information

1	Utility Coordinator Name:	Aaron Day
2	Office Telephone:	(765) 210-7409
3	Mobile Telephone:	(317) 493-6488
4_	Email Address:	aday@structurepoint.com
5.	Agency Name:	American Structurepoint
5,	Address:	9025 River Road, Suite 200
7.	City, State, Zip Code	Indianapolis, IN 46240

Section 2: A narrative description of existing facilities within the project limits and any facility relocation that will be required. [IAC 13-3-3(c)]

A. Describe what types of existing active and inactive facilities are present.

Existing Facilities:

- 2" Medium Pressure Plastic Distribution Main
- Services

Inactive Facilities

- 2" Medium Pressure Plastic Distribution Main
- 8. Describe the location of existing active and inactive facilities.

Active Facilities:

- 2" MP plastic 296+20 to 298+50 on N side of W Gordon Pike crosses W Gordon Pike
- 2" MP plastic 296+75 on N side of W Gordon Pike going N along E side of Wickens St.
- 2" MP Plastic 298+50 to 300+35 on S side of W Gordon Pike
- 2" MP Plastic at 298+80 going S along W side of Falcon Drive
- 2" MP Plastic 307+75 going S along E side of Clearview Dr
- 2" MP Plastic 304+45 through end of project along S side of W Gordon Pike
- Services

Inactive Facilities:

- 2" MP Plastic 315+10 through end of project 5 of W Gordon Pike
- C. Describe what will be done with existing active and inactive facilities.

Retire Active Facilities:

- 2" MP plastic 296+20 to 298+50 on N side of W Gordon Pike crosses W Gordon Pike
- 2" MP Plastic 298+50 to 300+35 on S side of W Gordon Pike
- 2" MP Plastic 304+45 through 318+40 along 5 side of W Gordon Pike
- 2" MP Plastic 307+75 going S along E side of Clearview Dr

Leave in Place:

Active Facilities

- 2" MP plastic 296+75 on N side of W Gordon Pike going N along E side of Wickens 5t
- o 2" MP Plastic at 298+80 going S along W side of Falcon Drive

2 | Page



2" MP Plastic 318+45 through end of project 5 of W Gordon Pike

Inactive Facilities

- 2" MP Plastic 315+10 through end of project S of W Gordon Pike
- D. Describe the details of the proposed new facilities.
 - Proposed 2" MP plastic main will tie into the existing main at Wickens St at approximately Station 296+75 and continue east to 298+75 at about 3' off the PR ROW where the main will then cross Gordon Pike at Station 298+75 and tie into the existing main on Falcon Dr.
 - Proposed 2" MP plastic main will tie into the existing main on Clearview Dr at approximately Station 208+58 and will continue north at 3" off ROW and will turn east and continue east along Gordon to approximately Station 318+45 where the main will tie into the existing main on Gordon Pike.
 - Services to be relocated per drawings.
- E. Describe the proposed location of the new facilities.

See attached drawings.

F.	By signing here, the Utility has determined to the best of their ability that they have facilities within the
	project area and the facilities are not in conflict with the project based upon the plans received on
	<november 2021="" 8th,=""></november>

Signature of Utility Representative	Print Name	Date

Note: A signature by the utility representative at item "(F)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct.

Section 3: A statement whether the facility relocation is or is not dependent on the acquisition of additional property interests with a description of that work, [IAC 13-3-3(c) (2) (B)]

Relocation is not dependent on the acquisition of additional property interests.

Section 4: A statement whether the utility is or is not willing to allow the INDOT contractor to do the required work as part of the highway contract. [IAC 13-3-3(c) (3)]

Vectren, a CenterPoint Energy Company crews or Contractors will be completing the required relocation work.

Section 5: From the date the work plan is approved by both parties; please provide the Utility's pre-construction scheduling information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

A.	The expected lead time in calendar days to obtain required permits:	30 days
8.	The expected lead time in calendar days to obtain materials:	30 days
C.	The expected lead time in calendar days to schedule work crews:	60 days
D.	If the contractor is being selected by competitive bid what is the date of	TBD-final estimate will be



	selection?	completed once a final work plan has been received. Vectren, a CenterPoint Energy Company will not and cannot pursue competitive bid opportunities until then		
E.	The expected lead time in calendar days to obtain new property interests:	N/A		
F.	The earliest date when the utility could begin to implement the pre- construction activities of the work plan:	60 days		
G.	The total number of calendar days for pre-construction activities: (accounting for concurrent activities)	60-120 days		

All estimate dates are based upon Vectren, a CenterPoint Energy Company Engineering's receipt of an approved work plan and a Notice to proceed. Until that takes place, approvals, materials, and crews cannot be obtain or projected.

Section 6: The Utility Construction Scheduling Information. (IAC 13-3-3(c) (4), IAC 13-3-3(c) (5))

Α.	A statement whether the facility relocation is or is not dependent on work to be done by another utility
	with a description of that work. [IAC 13-3-3(c)[2)[A][i)]

1. Utility A, with a description of the required work.

Vectren is not dependent on any other utility.

- Utility B, with a description of the required work.
- 3. Utility C, with a description of the required work.
- B. A statement whether the facility relocation is or is not dependent on work to be done by the department or the department's contractor with a description of that work. [IAC 13-3-3(c)(2)(A)(ii)]
 - 1. Work item A

Permanent R/W painting and Staking

2. Work item B

Proposed Underground Structure painting and staking with inverts and elevations

4 | Page



Energy

Itoms (completed	Yes Not applie	cable
	10: The implementation of this approved work plan is di rovided when items in Section 6 are accomplished)	ependent upon the issuance of: (a notice to pro	oceed
N/A			
	 For work the utility is entitled to be compensated by ntation of property interests and compensable land right 	[[[[[[[[]]]]]]] [[[[[]]]] [[[]]] [[[]] [[
RAB pro	.70 for section from Station 315+10 to 318+50. This ma ject. Incidental construction started at Station 311+50 ; ctions that were provided at the time did not indicate of	and then began construction at Station 315+0	
	8: For each work plan the utility shall include a cost estion as a cost estion of the cost of the c	성이 이 집에 하다면 사람이 있다. 그리고 생각하면 이 특별 가는 병사를 받았습니다. 나는 사람이 되었다면 살아 없었다.	ble
See Rele	ocation Drawing		
the facil	Z: A drawing of sufficient detail with station, offset, ele- ity relocation, which takes precedence over the narration ction drawings. [IAC 13-3-3(c) (6)]. Plans must be attached.	ve description of the work, needs to be on IND	
	30 days		
D.	The number of calendar days to complete the relocation	on work;	
c	How many calendar days after the events identified in construction: 30 days	Sec 6 A and 8 are completed can the utility be	egin
	3. Wark item C		
	#C 1430 13 (421) 120		

5 | P = g =

An executed reimbursement agreement with INDOT/LPA:

Revised 05/13/2019

×



A relocation permit from INDOT/LPA:		8			
Note: Double-click on box in Yes or NA to mark it with an "X")					
Jonathan Castham	10/21/2022				
ignature of Utility Representative		Date			
Jonathan Eastham					
Stility Representative Name Printed					
NDOT/LPA use only below this point IN	DOT/LPA use o	nly below th	is point		
NDOT/LPA use only below this point IN	DOT/LPA use o	nly below th	is point		
he following sections are to be used by INDOT personnel to review	the utility reloca	ition work pla	ń.		
ection 11: The Department shall review the work plan to ensure the	nat it: IAC 13-3-3	(e))			
Description	Yes	N/A	Utility Coordinator Initials		
(1.a) is compatible with department permit requirements	(X)	a	ACD		
(1.b) is compatible with the project plans	180	0	ACD		
(1.c) is compatible with the construction schedule	(X)		400		
The state of the s			ACD		
(1.d) is compatible with other utility relocation work plans			ACD		
To provide the contract of the	(X)	100	ACD		
(2.a) has reasonable relocation scheme			Company of the Compan		
(2.a) has reasonable relocation scheme (2.b) has a reasonable cost for compensable work	X X		ACD ACD		
(1.d) is compatible with other utility relocation work plans (2.a) has reasonable relocation scheme (2.b) has a reasonable cost for compensable work Note: Double-click on box under Yes or N/A to mark it with an "X"			ACD ACD		

6 | Page



A	ar	O	n	D	a

Utility Coordinator Name Printed

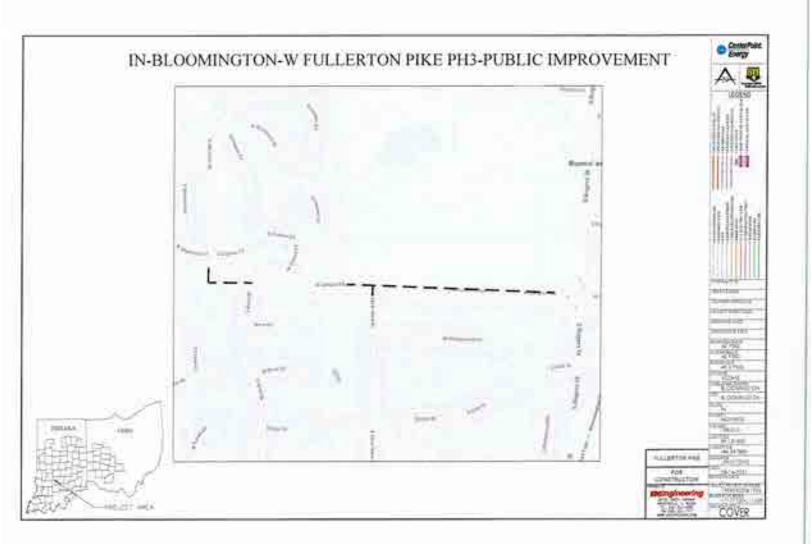
Section 12: Approved Work Plan. (IAC 13-3-3(f))

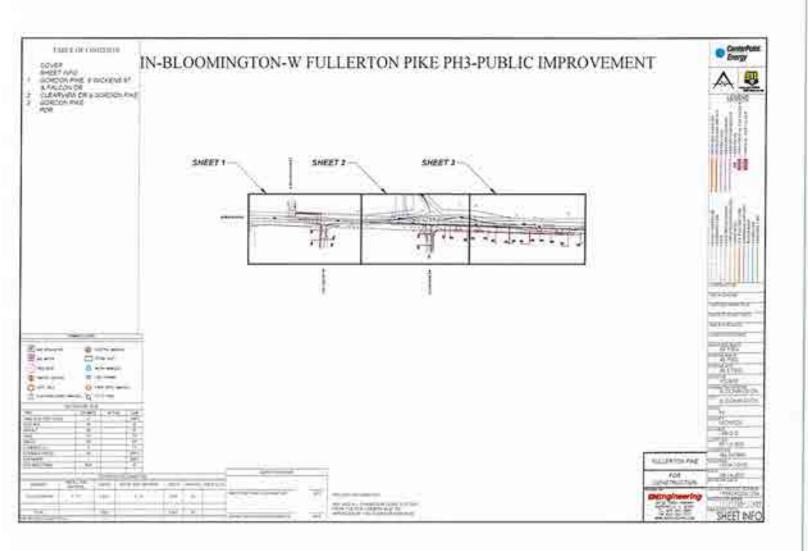
I have reviewed the work plan and have been made aware of the schedule and budget.

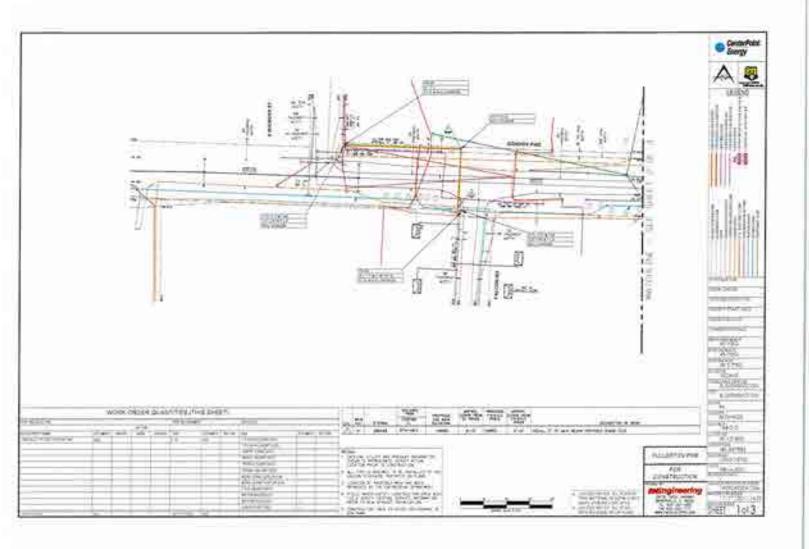
Project Manager Signature (LPA Project - ERC Signature)

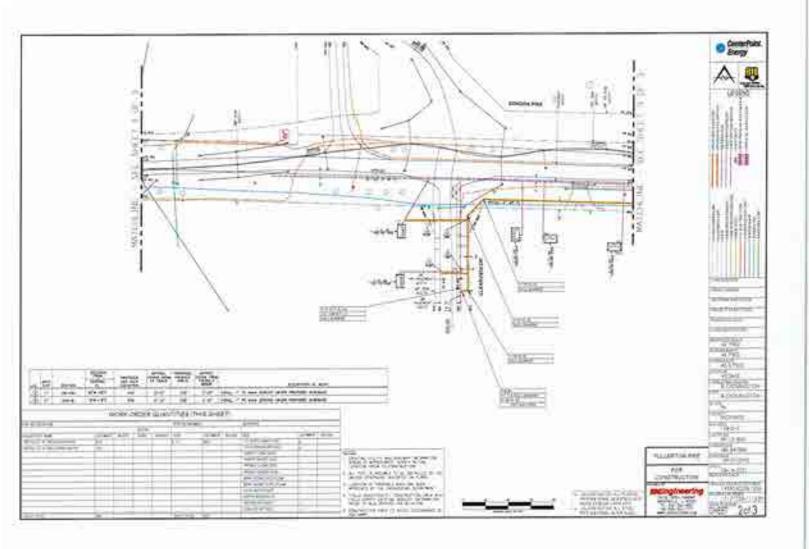
2-1-2023

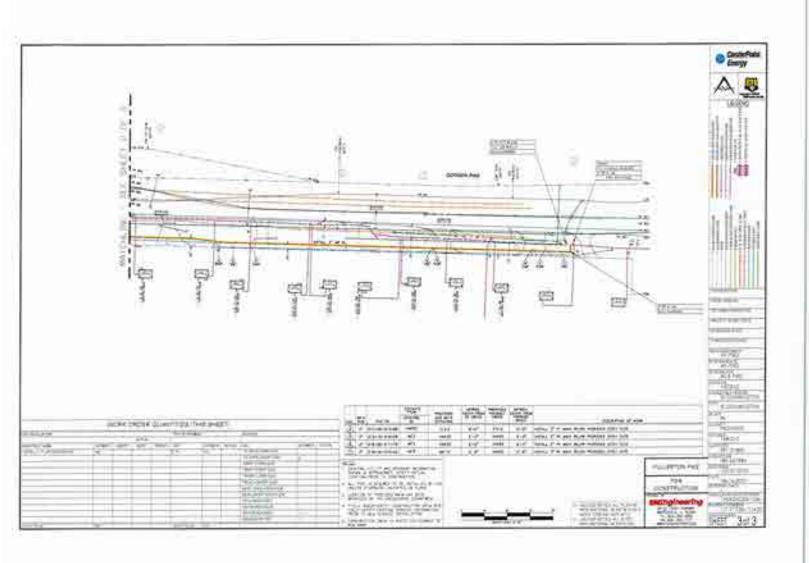
Project Manager Name Printed (LPA Project - ERC Name Printed)











"Exhibit B"

	CenterPoin	t Energy (Vectren) Estimat	e		
Cost Distribution		a de compresa de la compresa del compresa del compresa de la compresa del la compresa de la compresa del la compresa de la com	Agriculture of the second	1		
Project Des. No.	1802977					
Estimator	Jon Eastham/ENE					
Estimate Date	3/31/2023					
Financial WO	Description	Plant Account	Total Material	Labor Cost	į.	Total Cost
106591789	Install 370" of 4" HDPE	4" HOPE	\$ 5,610.86	\$ 23,464.22	S	29.075.08
106591789		0:0	\$ -	\$ +	\$	
106591785	dynasia sa	0.0	5	\$	\$	
106591789	Service Work	4 Services	\$ 2,169.25		S	17,089.38
106591739	T		S +	5 - 5 -	S	-
106991789			S -			
106991799				5	8	
106591729			\$ -	5 -	5	
106551789	4		\$ -	\$	\$	
	Grand Totals:		\$ 7,780.10	\$ 38,384.36	S	46,164.46