



MONROE COUNTY COMMISSIONERS

Penny Githens, President
Julie Thomas, Vice President
Lee Jones

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

COMMISSIONERS’ HYBRID MEETING AGENDA Wednesday, October 25, 2023, at 10:00 am Nat U. Hill Meeting Room – 3rd Floor, Courthouse and Zoom Connection

<https://monroecountyin.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUwV3RoeDFldG5GUT09>
Meeting ID: 843 5333 7265 Password: 162537 Dial by your location: 1 312 626 6799 US (Chicago)

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

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

1. CALL TO ORDER BY COMMISSIONER GITHENS

2. COMMISSIONERS’ PUBLIC STATEMENT READ BY COMMISSIONER GITHENS

3. DEPARTMENT UPDATES
Health Department – Jaimmie Ford

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

5. APPROVAL OF MINUTES
October 11, 2023

6

6. APPROVAL OF CLAIMS DOCKET
Accounts Payable – 10.25.23
Payroll – 10.20.23

7. REPORTS

13

8. NEW BUSINESS

- A. B-TECH FIRE AND SECURITY FOR SHERIFF DEPARTMENT FRONT SECURE DOOR 15**
Fund Name: Cumulative Capital
Fund Number: 1138
Amount: \$2,925
Presenter: Richard Crider

This request is to approve the proposal submitted by B-Tech Fire and Security in the amount of \$2,925.00 to update the control software on the Sheriff's Department front secure door.

- B. TRANSUNION TLO SERVICE AGREEMENT FOR PUBLIC DEFENDER 22**
Fund Name: County General
Fund Number: 1000
Amount: \$75/Monthly
Presenter: Heather Stuffle

The Public Defender's Officer is seeking approval of a contract between its office and TransUnion TLO. This service will enhance the Public Defender's office's ability to search for and obtain contact information for clients, witnesses, and individuals who may be necessary in defending and resolving criminal cases assigned to the Public Defender's Office staff.

- C. E-IMAGE DATA SCANPRO ADVANTAGE MEMBERSHIP EXTENDED AGREEMENT 26**
Fund Name: Recorder's Records Perpetuation
Fund Number: 1189
Amount: \$995
Presenter: Amy Swain

In April 2023, the Recorder's Office purchased a new ScanPro 3500 to replace outdated technology. At that time, a free six-month trial ScanPro Advantage Membership license and three-year factory warranty was offered and accepted. We are at the end of the six-month trial and would like to extend this expanded service coverage for five years (\$250.00 savings over a one-year agreement).

- D. MATRIX INTEGRATION CABLING PROPOSAL FOR JAIL OFFICE CHANGES 29**
Fund Name: Cumulative Capital
Fund Number: 1138
Amount: Not to exceed \$725
Presenter: Greg Crohn

A change in employee office assignments within the jail has created the need to have a fax line installed in the relocated finance manager's office.

This request is to approve the time and materials quote provided by Matrix Integration, for one time service, to install a new digital fax line run. The rate is quoted at \$115 per hour. Total project time and materials charges not to exceed \$725.00

- E. 2024 ANTHEM MEDICAL PLANS SUMMARY MONROE COUNTY EMPLOYEES 32**
Fund Name: Self Insurance
Fund Number: 4700
Amount: Varies
Presenter: Elizabeth Sensenstein

Annual renewal for Anthem Medical Plans. Includes Stop Loss Rates, Fixed Administrative Costs, and Summary of Benefits for Plan 1, Plan 2, HDHP Plan.

- F. METLIFE/APEX BENEFITS SERVICE DISCLOSURE AUTHORIZATION 58**
Fund Name: Self Insurance
Fund Number: 4700
Amount: 2.5% credit
Presenter: Elizabeth Sensenstein

Service fee disclosure and authorization for tech subsidies. MetLife will submit tech subsidies to Apex Benefits to offset their admin costs.

- G. METLIFE/STEELE BENEFITS SERVICE DISCLOSURE AUTHORIZATION 60**
Fund Name: Self Insurance
Fund Number: 4700
Amount: 3% credit
Presenter: Elizabeth Sensenstein

Service fee disclosure and authorization for tech subsidies. MetLife will submit tech subsidies to Steele Benefits to offset their admin system.

- H. ORDINANCE 2023-44; AMEND MONROE COUNTY CODE BY ADDING CHAPTER 252; COLLECTIVE BARGAINING WITH HIGHWAY WORKERS 62**
Presenter: Jeff Cockerill

This Ordinance creates collective bargaining recognition for the Highway in the Monroe County Code. The inclusion of this is done at the request of the Highway Collective Bargaining Unit.

- I. HIGHWAY WORKERS COLLECTIVE BARGAINING AGREEMENT 67**
Presenter: Jeff Cockerill

The major changes for this year's contract include:

- 1) The length of the contract (shortened to two years).
- 2) The Highway employees elected to not use a union but rather represent themselves as a collective bargaining unit similar to the way the Sheriff's office and jail does. This change resulted in changing language that specifically address the union.
- 3) Changed language for consistency. For example, supervisor became management throughout the contract.
- 4) The implementation of the Attendance on Demand system.

- J. RQAW FEASIBILITY STUDY FOR CURRENT COUNTY JAIL** **108**
Fund Name and Fund Number: TBD
Amount: \$40,000
Presenter: Jeff Cockerill

This agreement is to review the Current County Jail prepare a feasibility study of possible alternatives to the construction or reconstruction of the county jail. This is required under Indiana Code 36-1-18-19. After completion, the County will hold a public hearing on this feasibility study.

- K. RQAW SERVICE AGREEMENT FOR CONVENTION CENTER IMPROVEMENTS** **114**
Fund Name: ARPA
Fund Number: 8950
Amount: Not to exceed \$103,750
Presenter: Jeff Cockerill

This agreement to develop design plans, bid documents, and inspection services for replacement of the Convention Center Cooling tower and Elevator.

- L. AGREED FINDINGS AND JUDGEMENT REGARDING VERNAL PIKE CONNECTOR RIGHT-OF-WAY ACQUISITION.** **127**
Fund Name: Westside TIF
Fund Number: 4920
Amount: \$2,755,000
Presenter: Jeff Cockerill

The County and property owner had a conclusive Mediation Session. In order to complete the settlement, the Commissioners need to approve the Agree Findings and Judgment. The agreement will not require additional funds to be spent as funds have been deposited with the Court previously.

- M. LOCHMUELLER GROUP, INC. TASK ORDER AGREEMENT FOR STIPP RD/MOORES CREEK RD** **143**
Fund Name: Stormwater
Fund Number: 1197
Amount: \$229,300
Presenter: Lisa Ridge

This Task Order is for project management, construction inspection, and utility coordination services for the Stipp Rd./Moore's Creek Rd. Drainage Improvements project. The original on-call contract with Lochmueller Group was approved in 2019.

- N. ORDINANCE 2023-43; AMEND VARIOUS TRAFFIC ORDINANCES** **149**
Presenter: Lisa Ridge

Amend Ordinance 86-09 to **delete** the following 40 mph location: Curry Pike (between Profile Parkway and Vernal Pike)

Amend Ordinance 86-09 to **delete** the following 30 mph location: Prairie Green Court

Amend Ordinance 86-09 to **add** the following 35 mph location: Curry Pike (between Profile Parkway and Vernal Pike)

Amend Ordinance 86-09 to **add** the following 25 mph location: Prairie Green Court

Amend Ordinance 00-31 to **add** the following No turn on red locations: Eastbound and Westbound Jonathan Drive at Curry Pike, Eastbound and Westbound Profile Parkway at Curry Pike, Eastbound and Westbound Vernal Pike at Curry Pike

O. INDOT CHANGE ORDER #5 AND #7 FOR SAMPLE RD, PH I AND PH II

152

Fund Name(s) Sample Road, PH I and PH II

Fund Number(s) 8161 and 8162

Amount: (\$29,878.55)

Presenter: Lisa Ridge

Change order #5 and #7 are for switching from Thermo to paint on the pavement markings. The county would not have the funds to keep up Thermo on the rural roadway in the future. It was decided to go ahead and use paint material since that is what we would have used in the past on this type of roadway and what will be used in the future. Another goal of using paint was an overall cost savings for the project.

9. APPOINTMENTS

10. ANNOUNCEMENTS

11. ADJOURNMENT



MONROE COUNTY COMMISSIONERS

Penny Githens, President
Julie Thomas, Vice President
Lee Jones

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

COMMISSIONERS' HYBRID MEETING SUMMARY MINUTES Wednesday, October 11, 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)

Members

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

Staff

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

1. **CALL TO ORDER BY COMMISSIONER GITHENS** 10:03 am

2. **COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER JONES** 10:04 am

3. **DEPARTMENT UPDATES** 10:04 am
Health – Lori Kelley

4. **PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker)** 10:07 am
None

5. **APPROVAL OF MINUTES** 10:07 am
October 4, 2023
Thomas made motion to approve. Jones seconded.
Githens called a voice vote.
Motion carried 3-0.

6. **APPROVAL OF CLAIMS DOCKET** 10:07 am
Accounts Payable – October 11, 2023

Thomas made motion to approve. Jones seconded.

No public comments.
Githens called a voice vote.
Motion carried 3-0.

7. REPORTS
None

8. NEW BUSINESS

A. METLIFE DENTAL PLANS SERVICES AGREEMENT

10:09 am

Fund Name: Self Insurance
Fund Number: 4700
Amount: Varies monthly
Presenter: Elizabeth Sensenstein

In 2024, we are switching dental carriers from Delta to MetLife. This is the approval of the contract with MetLife to provide dental services to Monroe County Government.

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

B. 2023 SOPHIA TRAVIS GRANT SERVICE AGREEMENT

10:11 am

Fund Name: County General
Fund Number: 1000
Amount: \$750
Presenter: Kim Shell

On 8/22/2023, the County Council approved the disbursement of \$160,830 of appropriations to 38 Sophia Travis Grant award recipients. The 2023 agreements were presented to the Board of Commissioners at the last meeting.

This request is for the approval of one request that was not included with the agreements presented to the Board of Commissioners on 10/4/23. Councilor Cheryl Munson, Chairperson for the Sophia Travis Grants Committee is requesting the Board of Commissioners to approve and sign this agreement.

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

C. UPDATED MASTER SERVICE AGREEMENT FOR IU HEALTH SCHOOL LIAISON SERVICES

10:12 am

Fund Name: Crisis CoAg Supplemental Workforce
Fund Number: 8111
Grant Amount: \$65,000
Presenter: Lori Kelley

The Monroe County Health Department is requesting approval of an updated Master Service Agreement with IU Health for School Liaison services. Due to a change in leadership with IU Health an updated agreement, with signatures, is needed.

By contracting this service with IU Health Community Health, the School Liaison will be able to work alongside our public health nursing division with establishing and conducting school vaccination clinics, as well as routine health and wellness screenings. The long term vision of the School Liaison is to be able to work in conjunction with our public health nursing division, which this service agreement will provide.

School Liaison services are currently granting funding through the Crisis CoAg Supplemental Workforce grant. 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, supporting schools in their communicable disease response plans, and providing emergency preparedness training and support such as Stop the Bleed and Cardiopulmonary Resuscitation (CPR).

Thomas made motion to approve. Jones seconded.

No public comments.

Githens called a voice vote.

Motion carried 3-0.

D. VDA ELEVATOR & ELEVATOR CONSULTING SERVICE AGREEMENT FOR JAIL

10:13 am

Fund Name: County General

Fund Number: 1000

Amount: \$2,400

Presenter: Richard Crider

This is a request to approve the proposal submitted by VDA Elevator & Elevator Consulting in the amount \$2,400 to provide an evaluation and written report on the elevator located in the Monroe County Jail to include life cycle, performance levels, mechanical equipment, maintenance audit and code compliancy.

Thomas made motion to approve. Jones seconded.

No public comments.

Githens called a voice vote.

Motion carried 3-0.

E. NATURE'S WAY, INC FALL BULB PLANTING PROPOSAL

10:15 am

Fund Name: County General

Fund Number: 1000

Amount: \$1,650

Presenter: Richard Crider

This request is to approve the proposal from Nature's Way, inc. in the amount of \$1,650 to supply and plant a mixture of 1,100 perennial hyacinth and daffodil bulbs in the fall of 2023 at the Monroe County Courthouse. This work is outside the scope of Nature's Way 2023 contract and will replace planting annuals in the spring 2024.

Thomas made motion to approve. Jones seconded.

No public comments.

Githens called a voice vote.

Motion carried 3-0.

F. HNTB CORPORATION HYDRAULIC ANALYSIS SERVICE AGREEMENT

10:17 am

Fund Name: Stormwater
Fund Number: 1197
Amount: \$19,000
Presenter: Lisa Ridge

This Task Order is for a hydraulic analysis for Bean Blossom Creek at two locations where stream banks have eroded adjacent to County roadways. The feasibility study will result in recommendations for erosion control and stream bank stabilization practices in these locations. This project will also be used as in-kind match for the Bean Blossom Creek Watershed Management Plan (WMP) 319 grant, and the results and recommendations incorporated into the final WMP. The original on-call contract with HNTB was approved January 2023.

Thomas made motion to approve. Jones seconded.

No public comments.

Githens called a voice vote.

Motion carried 3-0.

G. MOU WITH CITY OF BLOOMINGTON REGARDING CLEAR CREEK TRAIL AND FULLERTON PIKE CROSSING

10:19 am

Presenter: Lisa Ridge

This MOU is to clarify responsibilities between the City of Bloomington and Monroe County for the Clear Creek Trail and the construction of the Fullerton Pike, PH III bridge and roadway project.

Thomas made motion to approve. Jones seconded.

No public comments.

Githens called a voice vote.

Motion carried 3-0.

9. APPOINTMENTS

10:20 am

None

10. ANNOUNCEMENTS

10:21 am

Times and Location for Early voting for the 2023 Municipal Election as follows:

Wednesday - Friday October 11 – October 13	8:00 am to 6:00 pm	Election Operations (302 S. Walnut Street)
Monday – Friday, October 16 – 20	8:00 am to 6:00 pm	Election Operations
Monday – Friday, October 23 – 27	8:00 am to 6:00 pm	Election Operations
Saturday, October 28	9:00 am to 4:00 pm	Election Operations
Monday – Friday, October 30 – November 3	8:00 am to 6:00 pm	Election Operations
Saturday, November 4	9:00 am to 4:00 pm	Election Operations
Monday, November 6	8:00 am to 6:00 pm	Election Operations
Tuesday, November 7	6:00 am to 6:00 pm	Polling Sites

The 39th Annual Community Book Fair, benefiting The Hoosier Hills Food Bank, will take place Thursday, October 12th through Tuesday, October 17th at the Monroe County Fairgrounds. For more information, please call 812.334.8374.

The Monroe County Health Equity Council (MCHEC) will be hosting a callout meeting on Monday, October 16, 2023 at the Monroe County Public Library Downtown branch, room 1B, from 6:30 pm – 7:30 pm. The Council is seeking to engage potential member and partners, and they encourage the public to attend. You may attend the meeting via Zoom at <https://us02web.zoom.us/j/84441599062> or for more information contact mchealthequitycouncil@gmail.com.

Next Commissioners’ meeting will be Wednesday, October 25, 2023.

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

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

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

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

- Wednesday, October 18, 10am - 3pm**
- Thursday, October 19, 1pm – 6pm**
- Wednesday, November 8, 1pm – 6pm**
- Friday, November 10, 10am – 3pm**

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

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

TOWNSHIP TRUSTEE	Phone	email
*New Trustee		
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 .

11. ADJOURNMENT

The summary minutes of the October 11, 2023, Board of Commissioners' meeting were approved on October 25, 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 AGENDA
October 11, 2023
Nat U. Hill Meeting Room - 3rd Floor, Courthouse and Zoom Connection

1. VET ENVIRONMENTAL ENGINEERING

The County is working with the Indiana Recovery Alliance (IRA), both as a funder and a pass through entity for a State Grant, to improve SUD services in the Community. One component of this process is for a property to support the programming. The Phase 1 study conducted expressed the need for additional study. This agreement is to conduct that additional study.

2. COMMISSIONIERS

Commissioner Githens noted that Mayor Hamilton asked about obtaining easements along South Rogers Street for a trail the city would like to build. Githens told him the Commissioners would like to wait and see what the geotechnical and environmental reports show regarding the Thomson property.

Githens also asked Hamilton about the proposed Bloomington Transit route changes. There has been no response from the mayor's office as of yet.

MONTHLY REPORT - CLERK OF THE CIRCUIT COURT

Required by IC 33-17-2-8

FILED

OCT 23 2023

Catherine Smith

Auditor Monroe County, Indiana

MONTHLY REPORT SEPTEMBER 2023

Charges:

1	Fees payable to the State	\$	367,924.20
	JC - Reimbursements	\$	-
	FSSA Support		
2	Fees payable to the county	\$	73,411.65
3	Bank Discrepancy	\$	10,474.72
4	Trust Funds (Bonds/Other)	\$	2,029,963.07
5	Trust, Refunds	\$	167.75
6	Trust, Judgment Collections	\$	26,460.96
	ISETS Child Support Collections	\$	13,058.59
	Interest-bearing Accounts Payables	\$	3,360.36
	Cash on Hand	\$	1,500.00
7	Total Charges	\$	<u>2,526,321.30</u>

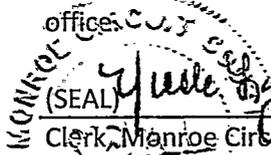
Credits

8	Certificate of deposit		
9	Certificate of deposit		
10	Certificate of deposit		
11	Monroe County Bank Account	\$	2,508,402.35
	Monroe Bank Account - Ledger		
	Old Judgment Collections		
	ISETS Child Support	\$	13,058.59
	Interest-Bearing Saving Account	\$	3,360.36
12	Subtotal: Daily Balance Record (Lines 8-11)		
13	ISETS Monthly Clerk's Support Record	\$	-
14	Total Depository Balances as shown by Records	\$	<u>2,524,821.30</u>
15	Investments on Hand at the close of business	\$	-
16	Cash in office at the close of business	\$	1,500.00
17	Total	\$	-
18	Cash Short		
19	Cash Long		
20	PROOF (Line 7)	\$	<u>2,526,321.30</u>

21	Balance in All Depositories	\$	2,644,870.65
22	Deduct: Outstanding Checks	\$	(152,694.43)

23	Net Depository Balance				
24	Deposits in Transit	\$	32,727.18		
25	Bank Fees	\$	100.00		
26	Interest		(\$8.91)		
27	Miscellaneous Adjustments (explain fully)	\$	(1,366.19)		
28	Participant recoupments	\$	1,130.00		
29	Agency recoupments	\$	63.00		
30	Balance in all Depositories (line 14)	\$	2,524,821.30	\$	2,524,821.30
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 foregoing report is true and correct to the best of my knowledge and belief and as appears of record now on file in this



 (SEAL) *Yvette Lynn Browne*

 Clerk, Monroe Circuit Court

ISETS: Over \$406.20	-406.20
Adjustment for CC & ACH items in transit	10,438.87
Credit Card deposited in Bank	-10,330.86
ACH ST of IN Payables	-1,335.00
Stale dated/reissued checks cashed	267.00
Return Bank Fees	
Other Adjustments	
Total Misc Adjustments	-1,366.19

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

COUNTY TREASURER'S MONTHLY REPORT

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

Month ending

September

2023

MONROE COUNTY

CHARGES:

Table with 2 columns: Description (lines 1-23) and Amount. Total Charges: \$ 158,230,398.22

CREDITS:

Table with 2 columns: Description (lines 24-38) and Amount. Total Credits: \$ 158,230,398.22

ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH:

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

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

Dated this 15th day of October 2023

Signature of Jessica McClellan, County Treasurer

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

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

FILED stamp

OCT 11 2023 stamp

Signature of Catherine Smith, Auditor Monroe County, Indiana

COUNTY TREASURER'S

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

MONROE COUNTY
Month ending

September 30, 2023

STATEMENT OF DEPOSITORY BALANCES AT CLOSE OF MONTH

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

Sep-23

Name and Location of Depository	Balance Per Bank Statements	Deposits in Transit	Outstanding Warrant-Checks	Balance Per Daily Balance Cash & Depositories
001 - FFB Operating 1242	\$13,543,691.73	(\$126,284.30)	(\$432,160.28)	\$12,985,247.15
002 - FFB Payroll 3328	\$0.00	(\$1,518.65)	(\$942.27)	(\$2,460.92)
003 - FFB Sweep 6040	\$0.00	\$0.00	\$0.00	\$0.00
004 - FFB PERF 5596	\$0.00	\$0.00	\$0.00	\$0.00
005 - FFB Credit Card 5324	\$52,277.36	\$350.21	\$0.00	\$52,627.57
006 - FFB General 5535	\$35,326,013.27	(\$151,779.23)	\$0.00	\$35,174,234.04
013 - German American 3108	\$3,035,371.11	(\$5,307.11)	\$20.00	\$3,030,084.00
014 - TI TRECS 0001	\$84,343,325.16	(\$377,916.86)	\$0.00	\$83,965,408.30
027-ONB MC 20 Cap 80-0424-04-6	\$829,688.91	(\$3,479.44)	\$0.00	\$826,209.47
029 - FFB ARPA Fund 7568	\$0.00	\$0.00	\$0.00	\$0.00
030-ONB MC2021 Bond Hunter Valley	\$15.10	(\$0.06)	\$0.00	\$15.04
Depository Totals	\$137,130,382.64	(\$665,935.44)	(\$433,082.55)	\$136,031,364.65
007 - MS7203004 road & street	\$57,203.32	\$0.00	\$0.00	\$57,203.32
008 - MS7203017 cum bridge	\$37,282.00	\$0.00	\$0.00	\$37,282.00
009 - MS7202940 aviation gen	\$13,313.63	\$0.00	\$0.00	\$13,313.63
010 - MS7202979 aviation constr	\$29,168.76	\$0.00	\$0.00	\$29,168.76
011 - MS7202924 aviation building	\$42,886.80	\$0.00	\$0.00	\$42,886.80
012 - MS7202953 property re-assesmt	\$7,761.34	\$0.00	\$0.00	\$7,761.34
017 - Redev-80-0267-02-3	\$60,144.45	(\$252.23)	\$0.00	\$59,892.22
018 - Redev-80-0267-01-5	\$1,091.21	(\$4.58)	\$0.00	\$1,086.63
019 - Redev-80-0306-01-1	\$1,075.15	(\$4.49)	\$0.00	\$1,070.66
020 - Redv com 80-0306-03-7	\$310,549.51	(\$1,302.34)	\$0.00	\$309,247.17
021 - Bank of New York Mellon/Holdings	\$14,101,808.99	(\$1,203.56)	\$0.00	\$14,100,605.43
022-ONB MC18 Bond Int 80-0386-01-3	\$45.27	(\$0.14)	\$0.00	\$45.13
023-ONB MC18 Constr 80-0386-03-9	\$0.00	\$0.00	\$0.00	\$0.00
024-ONB MC18 Surplus 80-0386-02-1	\$0.00	\$0.00	\$0.00	\$0.00
025-ONB MC 20 P&I 80-0424-01-2	\$1,431.59	(\$5.94)	\$0.00	\$1,425.65
026-ONB MC 20 Debt 80-0424-03-8	\$539,306.50	(\$2,261.67)	\$0.00	\$537,044.83
032-FFB C.D. 7701016934	\$7,000,000.00	\$0.00	\$0.00	\$7,000,000.00
Investment Totals	\$22,203,068.52	(\$5,034.95)	\$0.00	\$22,198,033.57
Totals	\$159,333,451.16	(\$670,970.39)	(\$433,082.55)	\$158,229,398.22
* Interest				
** Outstanding Checks				
***Reconciling item per St Bd of Accts				
****Bank Error				
				Warrants & Deposits in Transit
				\$1,104,052.94

ADVANCE CKS FOR SETTLEMENT

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

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



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

This request is to approve the proposal submitted by B-Tech Fire and Security in the amount of \$2,925.00 to update the control software on the Sheriff's Department front secure door.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Cumulative Capital"/>	<input type="text" value="1138"/>	<input type="text" value="\$2,925.00"/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:



Monroe County Government
100 W Kirkwood Ave
Room 209
Bloomington IN 47404-5143

MCSD Front Secure Door

24275101123

812-332-1995 • www.btechllc.com

TERMS AND CONDITIONS

I. DEFINITIONS: "Agreement" means these terms and conditions together with the work order or proposal attached or on the reverse side of this document. "Customer" means the individual or entity that purchases B-Tech's, equipment, products, systems, or services. "B-Tech" means B-Tech, LLC, an Indiana limited liability company and its agents, employees, officers, members and authorized representatives

II. INSURANCE: Customer acknowledges that B-Tech is not an insurer. It is Customer's obligation to purchase insurance to protect itself from loss, damage, death, or injury related to or arising out of any occurrences or consequences, which B-Tech's equipment, products, systems, or services are designed to detect or avert. Customer expressly acknowledges that no fire suppression system can guarantee prevention of any loss, damage, death, or injury.

III. LIMITATION OF LIABILITY: The amounts payable to B-Tech are based upon the value of the equipment, products, systems, or services provided. The scope of B-tech's liability is unrelated to the value of Customer's property or property of others located on Customer's premises. B-Tech has made no guarantee, representation, or warranty, including any implied warranty of merchantability or fitness for a particular purpose, that B-Tech's equipment, products, systems, or services will avert or prevent any specific occurrence or consequence including any occurrence or consequence that the equipment, products, systems, or services are designed to detect or avert. B-Tech is exempt from liability for any loss, damage, death, or injury related to or arising out of any occurrences or consequences which its equipment, products, systems, or services are designed to detect or avert. That if B-Tech should be found liable for loss, damage or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual service charge or \$250, whichever is greater, as the agreed upon damages and not as a penalty, as the exclusive remedy, and that the provisions of this paragraph shall apply if loss damage or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this contract or from negligence, active or otherwise, of B-Tech, its agents or employees. If any person not a party to this Agreement makes any claim or files any lawsuit against B-Tech related to or arising out of the operation or failure in any respect of any of the equipment, products, systems, or services that B-Tech provides to Customer in relation to this Agreement, Customer shall, to the fullest extent permitted by law, indemnify and hold B-Tech harmless for any and all such claims, lawsuits, or other proceedings, including the payment of all damages, expenses, costs, and attorneys' fees. If Customer desires B-Tech to assume a greater liability under this Agreement, B-Tech may amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by Customer for the assumption by B-Tech of such greater liability provided. However, such rider and additional obligation shall in no way be interpreted to hold B-Tech as an insurer and unless such written rider is attached and signed by B-Tech, no additional liability will be assumed. The provisions of this paragraph shall apply if any loss, damage, death, or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or non-performance of obligations imposed by this Agreement or from negligence, active or otherwise, of B-Tech. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, that department, or other organization, may invoke the provisions hereof against any claims by Customer due to any failure of such department or organization

IV. CUSTOMER'S DUTIES: Customer shall not alter or modify any of B-Tech's equipment, products, systems, or services. Customer shall instruct all persons who may use B-Tech's equipment, products, systems, or services on their proper use and maintenance. Customer shall inspect B-Tech's equipment, products, systems, and services on a regular basis, between routine inspections, to look for things such as missing discharge nozzles, redirected pipes and nozzles, missing nozzle blow off caps or protectors, grease accumulation on detection devices, and any other items requiring general maintenance. If Customer finds problems during any such inspection, Customer shall notify B-Tech and schedule a service call, for which there will be a charge. Customer shall notify B-Tech in writing immediately if any cooking appliances are replaced, added, or deleted on Customer's property. Customer shall also notify B-Tech in writing immediately if any changes of any kind are made to any cooking ventilation system on Customer's property. Customer acknowledges that any of the above changes may affect the operation of B-Tech's equipment, products, systems, or services.

V. BINDING AGREEMENT: The terms expressed herein shall inure to the benefit of and apply to all parent, subsidiary, and affiliated companies of B-Tech, as well as to any company which B-Tech may contract with to provide any of B-Tech's equipment, products, systems, or services. Customer may not assign its rights without B-Tech's express written consent.

VI. ENTIRE AGREEMENT: Except as otherwise mutually agreed in writing by B-Tech and Customer, this Agreement constitutes the entire agreement and understanding between Customer and B-Tech with respect to the subject matter hereof, and supersedes all other agreements, understandings, representations, warranties, promises, conditions, or statements, whether express or implied, written or oral.

VII. GOVERNING LAW AND VENUE: This Agreement shall be governed by Indiana law without regard to its choice of law rules. Venue for any dispute related to or arising out of this Agreement shall be in a state court located in Monroe County, Indiana or the federal district court having jurisdiction over Monroe County, Indiana.

VIII. SEVERABILITY: The covenants and acknowledgements contained in this Agreement shall be construed as separate and independent and this Agreement shall not be construed against either party. If any term or provision of this Agreement shall to any extent be held to be invalid, illegal, or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be valid, legal, and enforceable to the fullest extent permitted by law.

XI. WAIVER: No party shall be deemed to have waived compliance by the other party of any provision of this Agreement, unless the waiver is contained in a written instrument signed by the waiving party. The failure of a party to enforce at any time any of the provisions of this Agreement or to exercise any right contained in the Agreement shall not be construed to be a waiver of such provisions, nor shall any party's failure to enforce a similar right against another party constitute a waiver against any party to this agreement.

IN THE EVENT THE CUSTOMER DEFAULTS IN THE OBSERVATION OF ANY OF THE TERMS CONTAINED IN THIS AGREEMENT, AND B-Tech LLC EMPLOYS ATTORNEYS TO ENFORCE ALL OR ANY PART OF THIS AGREEMENT, CUSTOMER SHALL REIMBURSE B-Tech LLC FOR THE ATTORNEY FEES, COURT COST AND INTEREST AT 18% PER ANNUM INCURRED THEREBY, WHETHER OR NOT SUIT IS FILED.



B-Tech Fire & Security

900 W Allen St

Bloomington IN 47403

(812) 332-1995

(812) 822-3620

support@btechllc.com

Proposal

Service Information	
Monroe County Sheriffs Department 301 N College Ave	
Bloomington IN 47404-3843	
Phone: (812) 803-6331	Fax:
Alt Contact:	Alt Phone:
E-Mail: gcrohn@co.monroe.in.us	

Billing Information	
Monroe County Government 100 W Kirkwood Ave Room 209 Bloomington IN 47404-5143	

Sales Rep	Terms
	Net 25

Job Name
MCSD Front Secure Door

Proposal #
24275101123

Scope of Work:

Move front lobby secure door entry over to Brivo. Reuse existing alarm, contacts and readers

Item	
Brivo On-Air IP Door Controller with Wifi and BLE for up to 2 readers	1
Labor	1

Summary of Costs



Job Subtotal: \$2,925.00
Tax: \$0.00
Total Due: \$2,925.00

Payment Terms

Net 25

Acceptance

Customer Acceptance

10/11/2023

Date

B-Tech Representative

10/11/2023

Date

This Agreement shall become effective upon the execution by the Customer and acceptance and execution of this Agreement by a duly authorized representative of B-Tech, LLC. I understand and agree to the terms & conditions of this Agreement.



ADDENDUM TO B-Tech Fire and Security AGREEMENT

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

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

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

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

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

B-Tech Fire and Security
 “Contractor”

Board of Commissioners of Monroe County
 “Board”

by

Date _____

ATTEST: _____, 2023

Catherine Smith, Auditor



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

The Public Defender's Officer is seeking approval of a contract between its office and TransUnion TLO. This service will enhance the Public Defender's office's ability to search for and obtain contact information for clients, witnesses, and individuals who may be necessary in defending and resolving criminal cases assigned to the Public Defender's Office staff.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="County General"/>	<input type="text" value="1000-32710-0271"/>	<input type="text" value="75.00/mo"/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

Heather Stuffle

From: Utrias, Jeff <Jeff.Utrias@transunion.com>
Sent: Wednesday, March 15, 2023 2:13 PM
To: Heather Stuffle
Subject: TLOxp investigation database
Attachments: Government Pricing Schedule 2022.pdf; Subscriber Agreement .pdf

Importance: High

Good Afternoon Heather,

Thank you again for your time this morning, and I appreciate the continued interest in TLOxp.

As discussed, TLOxp is offering a Free 14 day Trial of the Investigation database.

The Free Trial evaluation includes 300 searches, and allows for an unlimited number of users to be attached.

Attached you will find the Subscriber Agreement which is the first part of our 2 part credentialing process.

No package decision is required for the Free Trial, however, I wanted to share the differences and some price points for your review.

Pricing:

Transactional Monthly Pricing**

\$75.00 per month minimum (search charges accrue toward the monthly minimum)

Unlimited users

Transactional pricing schedule applies once you have exceeded the \$75.00 amount – please see attached

OR

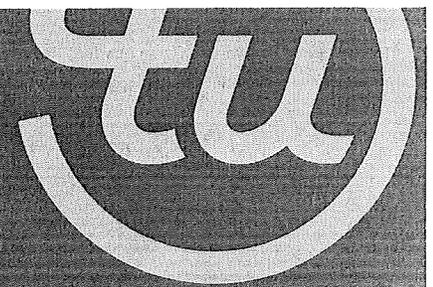
Flat Rate Non-Bundled** includes unlimited users

<u>Number of Transactions</u>	<u>Cost/month</u>
-------------------------------	-------------------

300	\$105.00
-----	----------

400	\$140.00
-----	----------

Larger transaction packages available



TLOxp Transactional Pricing Schedule: **Government**

We offer flexible options and competitive pricing to match your organization's needs. As an alternative to Transactional pricing*, TLOxp® Per-seat and Flat-rate pricing plans offer volume discounts for agencies seeking a predictable monthly investment.

People	
Searches	
Advanced	\$0.40
Expert Plus	\$0.40
Expanded Expert	\$0.40
Deceased	FREE
Phones	
411+	\$0.40
Super Reverse Phone Lookup Ⓞ	\$0.40
Licenses	
Driver's License	\$0.40
Professional Licenses	\$0.40
Pilot Licenses	\$0.40
Voter Registrations	\$0.40
Emails	\$0.40
Social Media Search Ⓞ	\$1.00
Global Watch List	\$0.40
Reports	
Comprehensive Report	\$7.00
Locate Report	\$2.00
Address Report	\$3.00
Relationship Report	\$5.00
Phone Report	\$3.00
Social Media Comprehensive Report Ⓞ	\$4.00
Other	
Relationship Graph	\$0.40

Business Plus	
Searches	
US Business	\$0.40
US Corporations	\$0.40
World Business	\$0.40
UCC Filings	\$0.40
Phones/Business Phones	\$0.40
Reports	
Business Report	\$7.50

Criminal	
Reports	
Criminal & Traffic Offenses	\$0.40
Real-time Incarcerations & Arrests Ⓞ	\$3.00

Assets	
Searches	
Vehicles	\$0.40
Vehicles - Wildcard	\$0.40
Vessels	\$0.40
Properties	\$0.40
Property Assessments	\$0.40
Property Deeds	\$0.40

Courts	
Searches	
Foreclosures	\$0.40
Liens - Personal/Business	\$0.40
Judgments - Personal/Business	\$0.40
Bankruptcies	\$0.40
Evictions	\$0.40

California	
Searches	
Ultimate Weapon	\$3.00
Births	\$0.40
Equalization and ABC Licenses	\$0.40
Civil Filings	\$0.40
Corporations	\$0.40
Criminal Records	\$0.40
Deceased	\$0.40
Fictitious Business Names	\$0.40
Marriages	\$0.40
Professional Licenses	\$0.40
Property	\$0.40
UCC Filings	\$0.40

PER-SEAT PRICING
Per-seat pricing provides unlimited usage on an individual basis.

FLAT-RATE PRICING
Flat-rate pricing gives your organization the ability to lock in reduced pricing based on a monthly plan, regardless of the number of users on the plan.

Contact your account representative, call **800-856-5599** or email tloxp@transunion.com

TransUnion TLOxp Confidential
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Ⓞ These Searches and Reports are not included in contract options and are not discounted.
21-F100173 **REVISED: DECEMBER 2021**



SUBSCRIBER AGREEMENT FOR TRADS SERVICES
(for Public Sector Subscriber)

Full Legal Name of Agency or Department (the "Subscriber")	
Physical Address:	

THIS SUBSCRIBER AGREEMENT FOR TRADS SERVICES (for Public Sector Subscriber) (the "Agreement") is entered into as of the date indicated below by and between the above-identified Subscriber and TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") effective as of the later of the date on which Subscriber has undergone and satisfactorily completed TRADS' subscriber credentialing with an approval disposition and is issued user credentials or the date indicated below (the "Effective Date").

- Subscriber understands and agrees that TRADS offers public record and proprietary information services and other products and services (the "TRADS Services") that may contain sensitive information that is governed by applicable state and federal laws, including, but not limited to, the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) ("GLBA") and the Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) ("DPPA"), all of which Subscriber certifies to comply.
- TRADS is not a "consumer reporting agency," and the TRADS Services do not constitute "consumer report(s)," as these terms are defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA"). Accordingly, the TRADS Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, or employment, or for any other purpose contemplated by the FCRA.
- TRADS may make a reasonable number of TRADS Services available to Subscriber on a trial basis free of charge until the earlier to occur of: (i) reaching 300 transactions or seven (7) calendar days from the commencement of such free trial, unless otherwise agreed to by TRADS in writing (which may be by means of an email to the primary account administrator); or (ii) the start date of purchased TRADS Services ordered by Subscriber. Subscriber's access to the TRADS Services during any such free trial shall be subject to all terms of this Subscriber Agreement and the Terms and Conditions. After the expiration of a free trial, if any, Subscriber agrees to pay TRADS all applicable fees and charges for the TRADS Services accessed, including taxes, duties and other charges imposed by any governmental entity for the TRADS Services provided under this Agreement within twenty (20) days of the date of each invoice.
- Unless provided otherwise in a pricing supplement to this Agreement, either party may terminate this Agreement at any time for any reason upon notice to the other party.
- The online Additional Terms and Conditions located at <https://www.tlo.com/ps-terms-conditions> (the "Terms and Conditions") are incorporated herein by reference. This Agreement, which includes the incorporated Terms and Conditions and any attachments hereto, constitutes the entire agreement between the parties, and supersedes and replaces all previous agreements and understandings, whether oral or written, express or implied, with respect to the subject matter of this Agreement.

AUTHORIZATION AND ACCEPTANCE OF TERMS

Subscriber agrees to be bound by this Agreement and agrees to pay all fees and charges according to the Terms and Conditions. The undersigned hereby certifies their authority to execute this Agreement on behalf of the Subscriber and that the statements provided in this Agreement are true and correct.

Authorized Signature:	Date:
Print Name of Authorized Signer:	Title:



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

In April 2023, the Recorder's Office purchased a new ScanPro 3500 to replace outdated technology. At that time, a free six-month trial ScanPro Advantage Membership license and three-year factory warranty was offered and accepted. We are at the end of the six-month trial and would like to extend this expanded service coverage (see attached) for five years (\$250.00 savings over a one-year agreement).

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Recorder's Records Perpetuation Fund"/>	<input type="text" value="1189.30006.000.0000"/>	<input type="text" value="\$995.00"/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:



ScanPro ADVANTAGE MEMBERSHIP

More Value, for a Lifetime.

A ScanPro® Advantage membership takes your work to the next level with exclusive software features to maximize your ScanPro's capabilities and exceptional hardware coverage to protect your investment.

AUTO-Scan™ Pro software – High-speed scanning of roll film, fiche and jacketed fiche

PowerScan Productivity Suite – Fastest word searchable OCR software, save to largest range of film formats

AUTO-Scan Quality Assurance (QA) – Provides total confidence with total image capture

AUTO-Review – Prev/Next mode performs quality review of newly processed roll of film

Continuous product warranty – Provides peace of mind

Full access to updates and upgrades – Always free

All ScanPro models come equipped with a **free six month trial** of a ScanPro Advantage Membership. A membership can be added to any current ScanPro model at any time. To continue all the exclusive features and benefits, an active membership is needed. The membership fee is just \$249/year with multi-year purchase options to save you money.

For more information about ScanPro Advantage membership, please visit e-imagedata.com/membership



340 Grant Street • Hartford, WI 53027
800-251-2261 • 262-673-3496 fax
e-imagedata.com



Features Added with Active ScanPro Advantage Membership:

ScanPro USB 3.0 Scanner Model Features	2500	3500	i9500
Continuous product warranty (scanner & accessories)	✓	✓	✓
1, 2, & 3 level blip search, scan and print ¹	N/A	N/A	✱
IMS Pro (1, 2, & 3 level blip address file naming) ¹	N/A	N/A	✓
Automatic scanning of oversized 35mm film & aperture cards	✓	✓	✓
AUTO-Scan™ QA (interactive quality assurance tools) ¹	✓	✓	✓
AUTO-Review (quality review of images on roll of film) ¹	✓	✓	✓
AUTO-Scan Pro roll film up to 100 images/min ¹	✓	✓	✓
AUTO-Scan Pro fiche up to 100 images/min ²	✓	✓	✓
AUTO-Scan Pro jacketed fiche up to 70 images/min ²	✓	✓	✓
AUTO-Scan multi-page PDF with and without OCR file formats ¹	✓	✓	✓
AUTO-Scan multi-page TIFF file format ¹	✓	✓	✓
Duplex support for automatic scanning ^{1,2}	✓	✓	✓
Automatic brightness & contrast while scanning ^{1,2}	✓	✓	✓
INFO-Link™, WORD-Search™ & Copy-to-Clipboard	✓	✓	✓
SPOT-Edit™ (selective live image editing)	✓	✱	✱
Optical zoom range increase from 5x-32x to 5x-105x	✓	✱	✱
Film orientation (portrait and landscape)	✓	✱	✱
Additional programmable print & scan buttons	✓	✱	✱
Scan to e-mail, scan to cloud	✓	✱	✱
1-click AUTO: Straighten/Crop/Brightness/Contrast	✓	✱	✱
Previous/Next button	✓	✱	✱
Scan size, select width and height	✓	✱	✱

✱ – ScanPro Standard Features¹ Requires Roll Film Carrier² Requires AUTO-Carrier

✓ – Features added with ScanPro Advantage Membership N/A – Not Available

Become a ScanPro Advantage member today!

Call us at 1-800-251-2261



ScanPro Purchase Agreement

Bill Stewart Email: bstewart@e-ImageData.com

Direct: (262) 290-5844 Fax (262) 290-5844

Corporate: (800) 251-2261 Fax (262) 673-3496

e-ImageData Corp. 340 Grant St. Hartford WI 53027

CUSTOMER INFORMATION		SYSTEM LOCATION	
Customer Name	Monroe County	Street Address	Office of the County Recorder
Address1	Office of the County Recorder	Address 2	100 West Kirkwood Ave.
Address2	501 N. Morton St.	City/State/Zip	Bloomington IN 47404
City/State/Zip	Bloomington IN 47404	Contact	Greg Crohn, Tech. Services Director
Contact	Greg Crohn, Tech. Services Director	Email	gcrohn@co.monroe.in.us
Email	gcrohn@co.monroe.in.us	Phone Number	812-606-0837
Phone Number	812-606-0837	Instructions: Please sign, date and return to: bstewart@e-imagedata.com with your tax exempt certificate.	
PO Number			

QTY	PRODUCT CODE	DESCRIPTION	UNIT PRICE	PRICE
1	9873501	ScanPro 3500 Standard Fiche and 16mm/35mm Roll Film Includes: PowerScan software, motorized combination UCC 550 carrier, 26 MP integrated pixel-shifting technology camera, 5X to 105X Optical Zoom Magnification, PowerScan software, free six month trial ScanPro Advantage Membership license and 3-year factory warranty	\$9,462.00	\$9,462.00
1		Remote Installation and Training	Included	

FOR SELLER:	Purchase Price	\$9,462.00
Authorized Agent e-ImageData Corp.	Customer Loyalty Discount	\$946.00
Bill Stewart	State and Local Taxes	Exempt
	Direct Shipping FOB	\$100.00
	Balance Due	\$8,616.00

Date	April 6, 2023
FOR BUYER:	<p>COMMENTS:</p> <p>This quote expires 30 days. The PowerScan software install is downloaded. CD & USB install is available at an extra cost. e-ImageData will train 2 - ScanPro operators. Three year warranty includes parts, labor and remote service. ScanPro Advantage Membership is included free for the first 6 months. If you are a tax exempt organization please include your tax exempt certificate with the signed purchase agreement.</p>
Authorized Signature - Per Terms and Conditions of Sale	
Date	

TERMS AND CONDITIONS OF SALE

- Orders accepted are subject to the conditions set forth herein and no agreement or other understanding in any way modifying these conditions shall be binding upon the Seller unless made in writing, and accepted over the signature of an authorized executive of the Seller.
- Net 30 payment terms.
- Additional payment terms: For orders over \$25,000, and/or for those orders that require a pre-installation meeting prior to the start of product installation, the following terms apply. 1/2 of order total due at signing and 1/2 of total due at the end of the installation.
- If any sales, excise, occupation, or use tax is applicable to this transaction, the amount will be added to the price stated herein.
- Every effort will be made to effect shipment and installation within the time stated, but the Seller assumes no liability for delay due to causes beyond the sellers control.
- All orders are "FOB" Shipping Point. Destination charges will be added to the invoice. The method of transportation and carrier will be of the Seller's selection. If shipment is made at Customer request via a method other than that which would normally be used, or if special handling is necessary due to receiving limitation of the customer, additional charges will be added to the invoice.
- Title to each component of the Product shall pass to Customer when payment in full for the Product has been made. Notwithstanding the state of title to the Product, risk of loss with respect to the Product and/or each component thereof shall pass to Customer upon e-ImageData's delivery of each such component to Customer, or delivery to carrier for shipment. At the time of such delivery, Customer shall, at its own expense, be responsible for purchasing any insurance coverage for the Product, and e-ImageData shall not have responsibility for the placement of any insurance coverage.
- This agreement may be signed in counterparts, each of which will be deemed an original and all of which together shall constitute one and the same agreement. A facsimile signature of one or more of the parties hereto shall be deemed an original signature for all purposes.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

A change in employee office assignments within the jail has created the need to have a fax line installed in the relocated finance manager's office.
 This request is to approve the time and materials quote provided by Matrix Integration, for one time service, to install a new digital fax line run. The rate is quoted at \$115 per hour. Total project time and materials charges not to exceed \$725.00

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Cumulative Capital"/>	<input type="text" value="1138"/>	<input type="text" value="\$725.00"/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:



Sales Office
 Rob Wildman
 9093 Technology Dr
 Suite 102
 Fishers, IN 46038
 Ph: (800) 264-1550

Corporate Office
 417 Main St.
 Jasper, IN 47546
 Ph: (812) 634-1550

QUOTE

Quote #	Date
AAAQ154742	10/13/23
Terms	Shipping
Net 30	

Quote To:

Monroe County Government
 Att: Greg Crohn
 100 West Kirkwood Avenue
 Bloomington, IN 47404
 Ph: (812) 349-2835

Ship To:

Monroe County Government
 Att: Greg Crohn
 501 N Morton Street, Ste 200
 Bloomington, IN 47404
 Ph: (812) 349-2835

Bill To:

Monroe County Government
 Att: Accounts Payable Goss
 501 N Morton Street, Ste 200
 Bloomington, IN 47404
 Ph: (812) 349-2139

Description	Qty	Price	Ext. Price
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Fax Line Run at Jail

1) MATRIX - PROFESSIONAL SERVICES - TIME & MATERIALS Labor to be performed on a time and materials basis @ \$115.00 per hour. Actual time may vary. Actual time will be invoiced.	1	\$0.00	\$0.00
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Labor and materials not to exceed \$725.00.

Accepted by	Date accepted
<input type="text"/>	<input type="text"/>

PO# : _____

SubTotal	\$0.00
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$0.00

- *All client accepted quotes are subject to credit approval prior to processing the order.*
- *This quote may not include all applicable taxes, credit card fees, or freight.*
- *Hardware prices are subject to change based on manufacturer pricing and availability unless stated otherwise.*
- *Matrix Integration reserves the right to adjust the professional services labor price if this quote is not accepted within 30 days.*
- *Matrix Integration reserves the right to cancel orders arising from errors, inaccuracies, or omissions.*
- *Materials will be invoiced as received by the Client and/or Matrix Integration.*
- *Labor will be progress billed if the project extends beyond 30 days.*
- *Ask your Account Manager about available financing options.*
- *To place an order please email the approved quote to mobermeier@matrixintegration.com, or fax to (812) 481-5060.*



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

Annual renewal for Anthem Medical Plans. Includes Stop Loss Rates, Fixed Administrative Costs, and Summary of Benefits for Plan 1, Plan 2, HDHP Plan.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Self Insurance"/>	<input type="text" value="4700"/>	<input type="text" value="Varies."/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

Your summary of benefits



Anthem® Blue Cross and Blue Shield
 Your Plan: Anthem Blue Access PPO
 Your Network: Blue Access

Effective: 1/1/2024
 Monroe County Government

Visits with Virtual Care-Only Providers	Cost through our mobile app and website
Primary Care, and medical services for urgent/acute care	\$10 copay per visit medical deductible does not apply
Mental Health & Substance Use Disorder Services	\$10 copay per visit medical deductible does not apply
Specialist care	\$75 copay per visit medical deductible does not apply

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible	\$750 Person/ \$1,500 Family	
Overall Out-of-Pocket Limit	\$4,000 person / \$8,000 family	\$6,000 person / \$12,000 family

The family deductible and out-of-pocket limit are embedded, meaning the cost shares of one family member will be applied to the per person deductible and per person out-of-pocket limit; in addition, amounts for all covered family members apply to both the family deductible and family out-of-pocket limit. No one member will pay more than the per person deductible or per person out-of-pocket limit.

All medical and prescription drug deductibles, copayments and coinsurance apply to the out-of-pocket limit.

In-Network and Non-Network deductibles are combined and accumulate toward each other.

In-Network and Non-Network out-of-pocket amounts are separate and do not accumulate toward each other.

Doctor Visits (virtual and office) *You are encouraged to select a Primary Care Physician (PCP).*

Primary Care (PCP) and Mental Health and Substance Use Disorder Services <i>virtual and office</i>	\$30 copay per visit medical deductible does not apply	40% coinsurance after medical deductible is met
Specialist Care <i>virtual and office</i>	\$75 copay per visit medical deductible does not apply	40% coinsurance after medical deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p><u>Other Practitioner Visits</u></p> <p>Routine Maternity Care (Prenatal and Postnatal)</p> <p>Retail Health Clinic <i>for routine care and treatment of common illnesses; usually found in major pharmacies or retail stores.</i></p> <p>Manipulation Therapy <i>Coverage is limited to 12 visits per benefit period.</i></p>	<p>20% coinsurance after medical deductible is met</p> <p>\$30 copay per visit medical deductible does not apply</p> <p>\$75 copay per visit medical deductible does not apply</p>	<p>40% coinsurance after medical deductible is met</p> <p>40% coinsurance after medical deductible is met</p> <p>40% coinsurance after medical deductible is met</p>
<p><u>Other Services in an Office</u></p> <p>Allergy Testing <i>When Allergy injections are billed separately by network providers, the member is responsible for a \$0 copay. When billed as part of an office visit, there is no additional cost to the member for the injection.</i></p> <p>Prescription Drugs <i>Dispensed in the office</i></p> <p>Surgery</p>	<p>20% coinsurance after medical deductible is met</p> <p>20% coinsurance after medical deductible is met</p> <p>\$75 copay per visit medical deductible does not apply[‡]</p>	<p>40% coinsurance after medical deductible is met</p> <p>40% coinsurance after medical deductible is met</p> <p>40% coinsurance after medical deductible is met</p>
<p>Preventive care / screenings / immunizations</p>	<p>No charge</p>	<p>40% coinsurance after medical deductible is met</p>
<p>Preventive Care for Chronic Conditions <i>per IRS guidelines</i></p>	<p>No charge</p>	<p>40% coinsurance after medical deductible is met</p>
<p><u>Diagnostic Services</u></p> <p>Lab</p> <p>Office</p> <p>Freestanding Lab/Reference Lab</p> <p>Outpatient Hospital</p>	<p>No charge</p> <p>No charge</p> <p>20% coinsurance after medical deductible is met</p>	<p>40% coinsurance after medical deductible is met</p> <p>40% coinsurance after medical deductible is met</p> <p>40% coinsurance after medical deductible is met</p>

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
X-Ray Office Outpatient Hospital	No charge 20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met 40% coinsurance after medical deductible is met
Advanced Diagnostic Imaging <i>for example: MRI, PET and CAT scans</i> Office Freestanding Radiology Center Outpatient Hospital	20% coinsurance after medical deductible is met 20% coinsurance after medical deductible is met 20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met 40% coinsurance after medical deductible is met 40% coinsurance after medical deductible is met
<u>Emergency and Urgent Care</u> Urgent Care <i>includes doctor services. Additional charges may apply depending on the care provided.</i> Emergency Room Facility Services <i>Your copay will be waived if admitted.</i> Emergency Room Doctor and Other Services Ambulance <i>Authorized Non-Network non-emergency ambulance services are limited to an Anthem maximum payment of \$50,000 per trip.</i>	\$50 copay per visit medical deductible does not apply \$100 copay per visit medical deductible does not apply No Charge No Charge	40% coinsurance after medical deductible is met Covered as In-Network Covered as In-Network Covered as In-Network
Outpatient Mental Health and Substance Use Disorder Services at a Facility Facility Fees Doctor Services	20% coinsurance after medical deductible is met 20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met 40% coinsurance after medical deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p><u>Outpatient Surgery</u></p> <p>Facility Fees</p> <p>Hospital</p> <p>Ambulatory Surgical Center</p> <p>Physician and other services <i>including surgeon fees</i></p> <p>Hospital</p> <p>Ambulatory Surgical Center</p>	<p>20% coinsurance after medical deductible is met</p>	<p>40% coinsurance after medical deductible is met</p>
<p><u>Hospital (Including Maternity, Mental Health and Substance Use Disorder Services)</u></p> <p>Facility Fees</p> <p>Human Organ and Tissue Transplants <i>Cornea transplants are treated the same as any other illness and subject to the medical benefits.</i></p> <p>Physician and other services <i>including surgeon fees</i></p>	<p>20% coinsurance after medical deductible is met</p> <p>No charge</p> <p>20% coinsurance after medical deductible is met</p>	<p>40% coinsurance after medical deductible is met</p> <p>40% coinsurance after medical deductible is met</p> <p>40% coinsurance after medical deductible is met</p>
<p>Home Health Care <i>Coverage is limited to 30 visits per benefit period.</i></p>	<p>20% coinsurance after medical deductible is met</p>	<p>40% coinsurance after medical deductible is met</p>
<p>Rehabilitation and Habilitation services <i>including physical, occupational and speech therapies.</i> <i>Coverage for occupational therapy is limited to 60 visits per benefit period, physical therapy is limited to 60 visits per benefit period and speech therapy is limited to 20 visits per benefit period.</i></p> <p>Office</p>	<p>\$75 copay per visit medical deductible does not apply</p>	<p>40% coinsurance after medical deductible is met</p>

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Outpatient Hospital	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met
Pulmonary rehabilitation <i>Coverage is unlimited visits per benefit period.</i> Office Outpatient Hospital	 \$75 copay per visit medical deductible does not apply 20% coinsurance after medical deductible is met	 40% coinsurance after medical deductible is met 40% coinsurance after medical deductible is met
Cardiac rehabilitation <i>Coverage is unlimited visits per benefit period.</i> Office Outpatient Hospital	 \$75 copay per visit medical deductible does not apply 20% coinsurance after medical deductible is met	 40% coinsurance after medical deductible is met 40% coinsurance after medical deductible is met
Dialysis/Hemodialysis Office Outpatient Hospital	 No charge 20% coinsurance after medical deductible is met	 40% coinsurance after medical deductible is met 40% coinsurance after medical deductible is met
Chemo/Radiation Therapy Office Outpatient Hospital	 \$75 copay per visit medical deductible does not apply [‡] 20% coinsurance after medical deductible is met	 40% coinsurance after medical deductible is met 40% coinsurance after medical deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Skilled Nursing Care (facility) <i>Coverage for Skilled Nursing, Outpatient Rehabilitation and Inpatient Rehabilitation facility settings is limited to 150 days combined per benefit period.</i>	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met
Inpatient Hospice	No charge	No charge
Durable Medical Equipment	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met
Prosthetic Devices <i>Coverage for wigs is limited to 1 item after cancer treatment per benefit period.</i>	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met

Covered Prescription Drug Benefits	Cost if you use a Preferred Network Pharmacy	Cost if you use a Non-Network Pharmacy
Pharmacy Deductible	Not applicable	Not applicable
Pharmacy Out-of-Pocket Limit	Combined with In-Network medical out-of-pocket limit	Combined with Non-Network medical out-of-pocket limit
Prescription Drug Coverage Network: <i>Base Network</i> Drug List: <i>Essential/National/National Direct</i> <i>Drugs not included on the Essential drug list will not be covered.</i>		
Day Supply Limits: Retail Pharmacy <i>30 day supply (cost shares noted below)</i> Retail 90 Pharmacy <i>90 day supply (3 times the 30 day supply cost share(s) charged at Preferred Network and In-Network Retail Pharmacies noted below applies).</i> Home Delivery Pharmacy <i>90 day supply (maximum cost shares noted below) Maintenance medications are available through CarelonRx Mail. You will need to call us on the number on your ID card to sign up when you first use the service.</i> Specialty Pharmacy <i>30 day supply (cost shares noted below for retail and home delivery apply). We may require certain drugs with special handling, provider coordination or patient education be filled by our designated specialty pharmacy. Drug cost share assistance programs may be available for certain specialty drugs.</i>		
Tier 1 - Typically Generic	\$12.50 copay per prescription (retail) and \$20 copay per prescription (home delivery)	Greater of \$60 or 50% coinsurance (retail) and Not covered (home delivery)
Tier 2 – Typically Preferred Brand	\$30 copay per prescription (retail) and \$75 copay per prescription (home delivery)	Greater of \$60 or 50% coinsurance (retail) and Not covered (home delivery)

Covered Prescription Drug Benefits	Cost if you use a Preferred Network Pharmacy	Cost if you use a Non-Network Pharmacy
Tier 3 - Typically Non-Preferred Brand	\$60 copay per prescription (retail) and \$150 copay per prescription (home delivery)	Greater of \$60 or 50% coinsurance (retail) and Not covered (home delivery)
Tier 4 - Typically Specialty (brand and generic)	25% coinsurance up to \$150 per prescription (retail and home delivery)	Greater of \$60 or 50% coinsurance (retail) and Not covered (home delivery)

Covered Vision Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<i>This is a brief outline of your vision coverage. To receive the In-Network benefit, you must use a Blue View Vision Provider. Only children's vision services count towards your out-of-pocket limit.</i>		
Children's Vision exam (up to age 19) <i>Limited to 1 exam per benefit period.</i>	No charge	\$0 copayment up to plan's Maximum Allowed Amount
Adult Vision exam (age 19 and older) <i>Limited to 1 exam per benefit period.</i>	No charge	Reimbursed Up to \$42

Notes:

- Dependent Age Limit: to the end of the month in which the child attains age 26.
- Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.
- No charge means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- If you have an office visit with your Primary Care Physician or Specialist at an Outpatient Facility (e.g., Hospital or Ambulatory Surgical Facility), benefits for Covered Services will be paid under "Outpatient Facility Services".
- Costs may vary by the site of service. Other cost shares may apply depending on services provided. Check your Certificate of Coverage for details.
- † You will pay the PCP's office visit copay when services are provided in their office.
- The representations of benefits in this document are subject to Indiana Department of Insurance (IN DOI) approval and are subject to change.

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Evidence of Coverage (EOC), the Evidence of Coverage (EOC), will prevail.

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Questions: (833) 578-4441 or visit us at www.anthem.com

Your summary of benefits



Your Plan: Anthem Blue Access PPO Option 5 with Rx Option T1

Your Network: Blue Access

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date

Your summary of benefits



Anthem® Blue Cross and Blue Shield
 Your Plan: Anthem Blue Access PPO
 Your Network: Blue Access

Effective: 1/1/2024
 Monroe County Government

Visits with Virtual Care-Only Providers	Cost through our mobile app and website
Primary Care, and medical services for urgent/acute care	\$10 copay per visit medical deductible does not apply
Mental Health & Substance Use Disorder Services	\$10 copay per visit medical deductible does not apply
Specialist care	\$75 copay per visit medical deductible does not apply

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible	\$2,000 Person/ \$4,000 Family	
Overall Out-of-Pocket Limit	\$5,000 person / \$10,000 family	\$7,000 person / \$14,000 family

The family deductible and out-of-pocket limit are embedded, meaning the cost shares of one family member will be applied to the per person deductible and per person out-of-pocket limit; in addition, amounts for all covered family members apply to both the family deductible and family out-of-pocket limit. No one member will pay more than the per person deductible or per person out-of-pocket limit.

All medical and prescription drug deductibles, copayments and coinsurance apply to the out-of-pocket limit.

In-Network and Non-Network deductibles are combined and accumulate towards each other.

In-Network and Non-Network out-of-pocket maximum amounts are separate and do not accumulate toward each other.

Doctor Visits (virtual and office) *You are encouraged to select a Primary Care Physician (PCP).*

Primary Care (PCP) and Mental Health and Substance Use Disorder Services <i>virtual and office</i>	\$40 copay per visit medical deductible does not apply	40% coinsurance after medical deductible is met
Specialist Care <i>virtual and office</i>	\$75 copay per visit medical deductible does not apply	40% coinsurance after medical deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p><u>Other Practitioner Visits</u></p> <p>Routine Maternity Care (Prenatal and Postnatal)</p> <p>Retail Health Clinic <i>for routine care and treatment of common illnesses; usually found in major pharmacies or retail stores.</i></p> <p>Manipulation Therapy <i>Coverage is limited to 12 visits per benefit period.</i></p>	<p>20% coinsurance after medical deductible is met</p> <p>\$40 copay per visit medical deductible does not apply</p> <p>\$75 copay per visit medical deductible does not apply</p>	<p>40% coinsurance after medical deductible is met</p> <p>40% coinsurance after medical deductible is met</p> <p>40% coinsurance after medical deductible is met</p>
<p><u>Other Services in an Office</u></p> <p>Allergy Testing <i>When Allergy injections are billed separately by network providers, the member is responsible for a \$0 copay. When billed as part of an office visit, there is no additional cost to the member for the injection.</i></p> <p>Prescription Drugs <i>Dispensed in the office</i></p> <p>Surgery</p>	<p>20% coinsurance after medical deductible is met</p> <p>20% coinsurance after medical deductible is met</p> <p>\$75 copay per visit medical deductible does not apply[‡]</p>	<p>40% coinsurance after medical deductible is met</p> <p>40% coinsurance after medical deductible is met</p> <p>40% coinsurance after medical deductible is met</p>
<p>Preventive care / screenings / immunizations</p>	<p>No charge</p>	<p>40% coinsurance after medical deductible is met</p>
<p>Preventive Care for Chronic Conditions <i>per IRS guidelines</i></p>	<p>No charge</p>	<p>40% coinsurance after medical deductible is met</p>
<p><u>Diagnostic Services</u></p> <p>Lab</p> <p>Office</p> <p>Freestanding Lab/Reference Lab</p> <p>Outpatient Hospital</p>	<p>No charge</p> <p>No charge</p> <p>20% coinsurance after medical deductible is met</p>	<p>40% coinsurance after medical deductible is met</p> <p>40% coinsurance after medical deductible is met</p> <p>40% coinsurance after medical deductible is met</p>

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p>X-Ray</p> <p>Office</p> <p>Outpatient Hospital</p>	<p>No charge</p> <p>20% coinsurance after medical deductible is met</p>	<p>40% coinsurance after medical deductible is met</p> <p>40% coinsurance after medical deductible is met</p>
<p>Advanced Diagnostic Imaging <i>for example: MRI, PET and CAT scans</i></p> <p>Office</p> <p>Freestanding Radiology Center</p> <p>Outpatient Hospital</p>	<p>20% coinsurance after medical deductible is met</p> <p>20% coinsurance after medical deductible is met</p> <p>20% coinsurance after medical deductible is met</p>	<p>40% coinsurance after medical deductible is met</p> <p>40% coinsurance after medical deductible is met</p> <p>40% coinsurance after medical deductible is met</p>
<p><u>Emergency and Urgent Care</u></p> <p>Urgent Care <i>includes doctor services. Additional charges may apply depending on the care provided.</i></p> <p>Emergency Room Facility Services <i>Your copay will be waived if admitted.</i></p> <p>Emergency Room Doctor and Other Services</p> <p>Ambulance <i>Authorized Non-Network non-emergency ambulance services are limited to an Anthem maximum payment of \$50,000 per trip.</i></p>	<p>\$50 copay per visit medical deductible does not apply</p> <p>\$150 copay per visit medical deductible does not apply</p> <p>No Charge</p> <p>NCS</p>	<p>40% coinsurance after medical deductible is met</p> <p>Covered as In-Network</p> <p>Covered as In-Network</p> <p>Covered as In-Network</p>
<p>Outpatient Mental Health and Substance Use Disorder Services at a Facility</p> <p>Facility Fees</p> <p>Doctor Services</p>	<p>20% coinsurance after medical deductible is met</p> <p>20% coinsurance after medical deductible is met</p>	<p>40% coinsurance after medical deductible is met</p> <p>40% coinsurance after medical deductible is met</p>

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p><u>Outpatient Surgery</u></p> <p>Facility Fees</p> <p>Hospital</p> <p>Ambulatory Surgical Center</p> <p>Physician and other services <i>including surgeon fees</i></p> <p>Hospital</p> <p>Ambulatory Surgical Center</p>	<p>20% coinsurance after medical deductible is met</p>	<p>40% coinsurance after medical deductible is met</p>
<p><u>Hospital (Including Maternity, Mental Health and Substance Use Disorder Services)</u></p> <p>Facility Fees</p> <p>Human Organ and Tissue Transplants <i>Cornea transplants are treated the same as any other illness and subject to the medical benefits.</i></p> <p>Physician and other services <i>including surgeon fees</i></p>	<p>20% coinsurance after medical deductible is met</p> <p>No charge</p> <p>20% coinsurance after medical deductible is met</p>	<p>40% coinsurance after medical deductible is met</p> <p>50% coinsurance after medical deductible is met</p> <p>40% coinsurance after medical deductible is met</p>
<p>Home Health Care <i>Coverage is limited to 30 visits per benefit period.</i></p>	<p>20% coinsurance after medical deductible is met</p>	<p>40% coinsurance after medical deductible is met</p>
<p>Rehabilitation and Habilitation services <i>including physical, occupational and speech therapies.</i> <i>Coverage for occupational therapy is limited to 60 visits per benefit period, physical therapy is limited to 60 visits per benefit period and speech therapy is limited to 20 visits per benefit period.</i></p> <p>Office</p>	<p>\$75 copay per visit medical deductible does not apply</p>	<p>40% coinsurance after medical deductible is met</p>

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Outpatient Hospital	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met
Pulmonary rehabilitation <i>Coverage is unlimited visits per benefit period.</i> Office Outpatient Hospital	 \$75 copay per visit medical deductible does not apply 20% coinsurance after medical deductible is met	 40% coinsurance after medical deductible is met 40% coinsurance after medical deductible is met
Cardiac rehabilitation <i>Coverage is unlimited visits per benefit period.</i> Office Outpatient Hospital	 \$75 copay per visit medical deductible does not apply 20% coinsurance after medical deductible is met	 40% coinsurance after medical deductible is met 40% coinsurance after medical deductible is met
Dialysis/Hemodialysis Office Outpatient Hospital	 No charge 20% coinsurance after medical deductible is met	 40% coinsurance after medical deductible is met 40% coinsurance after medical deductible is met
Chemo/Radiation Therapy Office Outpatient Hospital	 \$75 copay per visit medical deductible does not apply [‡] 20% coinsurance after medical deductible is met	 40% coinsurance after medical deductible is met 40% coinsurance after medical deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Skilled Nursing Care (facility) <i>Coverage for Skilled Nursing, Outpatient Rehabilitation and Inpatient Rehabilitation facility settings is limited to 150 days combined per benefit period.</i>	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met
Inpatient Hospice	No charge	No charge
Durable Medical Equipment	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met
Prosthetic Devices <i>Coverage for wigs is limited to 1 item after cancer treatment per benefit period.</i>	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met

Covered Prescription Drug Benefits	Cost if you use a Preferred Network Pharmacy	Cost if you use a Non-Network Pharmacy
Pharmacy Deductible	Not applicable	Not applicable
Pharmacy Out-of-Pocket Limit	Combined with In-Network medical out-of-pocket limit	Combined with Non-Network medical out-of-pocket limit
Prescription Drug Coverage Network: <i>Base Network</i> Drug List: <i>National</i>		
Day Supply Limits: Retail Pharmacy 30 day supply (cost shares noted below) Retail 90 Pharmacy 90 day supply (3 times the 30 day supply cost share(s) charged at Preferred Network and In-Network Retail Pharmacies noted below applies). Home Delivery Pharmacy 90 day supply (maximum cost shares noted below) Maintenance medications are available through CarelonRx Mail. You will need to call us on the number on your ID card to sign up when you first use the service. Specialty Pharmacy 30 day supply (cost shares noted below for retail and home delivery apply). We may require certain drugs with special handling, provider coordination or patient education be filled by our designated specialty pharmacy. Drug cost share assistance programs may be available for certain specialty drugs.		
Tier 1 - Typically Generic	\$12.50 copay per prescription (retail) and \$20 copay per prescription (home delivery)	50% coinsurance min \$60 (retail) and Not covered (home delivery)
Tier 2 – Typically Preferred Brand	\$30 copay per prescription (retail) and \$75 copay per prescription (home delivery)	50% coinsurance min \$60 (retail) and Not covered (home delivery)

Covered Prescription Drug Benefits	Cost if you use a Preferred Network Pharmacy	Cost if you use a Non-Network Pharmacy
Tier 3 - Typically Non-Preferred Brand	\$60 copay per prescription (retail) and \$150 copay per prescription (home delivery)	50% coinsurance min \$60 (retail) and Not covered (home delivery)
Tier 4 - Typically Specialty (brand and generic)	25% coinsurance up to \$150 per prescription, deductible does not apply (retail and home delivery)	50% coinsurance min \$60 (retail) and Not covered (home delivery)

Covered Vision Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<i>This is a brief outline of your vision coverage. To receive the In-Network benefit, you must use a Blue View Vision Provider. Only children's vision services count towards your out-of-pocket limit.</i>		
Children's Vision exam (up to age 19) <i>Limited to 1 exam per benefit period.</i>	No charge	\$0 copayment up to plan's Maximum Allowed Amount
Adult Vision exam (age 19 and older) <i>Limited to 1 exam per benefit period.</i>	No charge	Reimbursed Up to \$42

Notes:

- Dependent Age Limit: to the end of the month in which the child attains age 26.
- Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.
- No charge means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- If you have an office visit with your Primary Care Physician or Specialist at an Outpatient Facility (e.g., Hospital or Ambulatory Surgical Facility), benefits for Covered Services will be paid under "Outpatient Facility Services".
- Costs may vary by the site of service. Other cost shares may apply depending on services provided. Check your Certificate of Coverage for details.
- † You will pay the PCP's office visit copay when services are provided in their office.
- The representations of benefits in this document are subject to Indiana Department of Insurance (IN DOI) approval and are subject to change.

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Evidence of Coverage (EOC), the Evidence of Coverage (EOC), will prevail.

Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. Independent licensee of the Blue Cross and Blue Shield Association. ® ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

Questions: (833) 578-4441 or visit us at www.anthem.com

Your summary of benefits



Your Plan: Anthem Blue Access PPO Option 16 with Rx Option T1

Your Network: Blue Access

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date

Your summary of benefits



Anthem® Blue Cross and Blue Shield
 Your Plan: Anthem Blue Access PPO HSA
 Your Network: Blue Access

Effective: 1/1/2024
 Monroe County Government

Visits with Virtual Care-Only Providers	Cost through our mobile app and website
Primary Care, and medical services for urgent/acute care	20% coinsurance after deductible is met
Mental Health & Substance Use Disorder Services	20% coinsurance after deductible is met
Specialist care	20% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible	\$3,200 Person/ \$6,400 Family	
Overall Out-of-Pocket Limit	\$5,000 person / \$10,000 family	\$12,700 person / \$25,400 family

The family deductible and out-of-pocket limit are embedded, meaning the cost shares of one family member will be applied to the per person deductible and per person out-of-pocket limit; in addition, amounts for all covered family members apply to both the family deductible and family out-of-pocket limit. No one member will pay more than the per person deductible or per person out-of-pocket limit.

All medical and prescription drug deductibles, copayments and coinsurance apply to the out-of-pocket limit.

In-Network and Non-Network deductible amounts are combined and accumulate toward each other.

In-Network and Non-Network out-of-pocket maximum amounts are separate and do not accumulate toward each other.

Doctor Visits (virtual and office) *You are encouraged to select a Primary Care Physician (PCP).*

Primary Care (PCP) and Mental Health and Substance Use Disorder Services <i>virtual and office</i> Specialist Care <i>virtual and office</i>	20% coinsurance after deductible is met 20% coinsurance after deductible is met	50% coinsurance after deductible is met 50% coinsurance after deductible is met
<u>Other Practitioner Visits</u> Routine Maternity Care (Prenatal and Postnatal)	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Retail Health Clinic <i>for routine care and treatment of common illnesses; usually found in major pharmacies or retail stores.</i>	20% coinsurance after deductible is met	50% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Manipulation Therapy <i>Coverage is limited to 12 visits per benefit period.</i>	20% coinsurance after deductible is met	50% coinsurance after deductible is met
<u>Other Services in an Office</u> Allergy Testing Prescription Drugs <i>Dispensed in the office</i> Surgery	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met	50% coinsurance after deductible is met 50% coinsurance after deductible is met 50% coinsurance after deductible is met
Preventive care / screenings / immunizations	No charge	50% coinsurance after deductible is met
Preventive Care for Chronic Conditions <i>per IRS guidelines</i>	No charge	50% coinsurance after deductible is met
<u>Diagnostic Services</u> Lab Office Freestanding Lab/Reference Lab Outpatient Hospital	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met	50% coinsurance after deductible is met 50% coinsurance after deductible is met 50% coinsurance after deductible is met
X-Ray Office Outpatient Hospital	20% coinsurance after deductible is met 20% coinsurance after deductible is met	50% coinsurance after deductible is met 50% coinsurance after deductible is met
Advanced Diagnostic Imaging <i>for example: MRI, PET and CAT scans</i> Office Freestanding Radiology Center Outpatient Hospital	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met	50% coinsurance after deductible is met 50% coinsurance after deductible is met 50% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p><u>Emergency and Urgent Care</u></p> <p>Urgent Care</p> <p>Emergency Room Facility Services</p> <p>Emergency Room Doctor and Other Services</p> <p>Ambulance <i>Authorized Non-Network non-emergency ambulance services are limited to an Anthem maximum payment of \$50,000 per trip.</i></p>	<p>20% coinsurance after deductible is met</p>	<p>50% coinsurance after deductible is met</p> <p>Covered as In-Network</p> <p>Covered as In-Network</p> <p>Covered as In-Network</p>
<p>Outpatient Mental Health and Substance Use Disorder Services at a Facility</p> <p>Facility Fees</p> <p>Doctor Services</p>	<p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p>	<p>50% coinsurance after deductible is met</p> <p>50% coinsurance after deductible is met</p>
<p><u>Outpatient Surgery</u></p> <p>Facility Fees</p> <p>Hospital</p> <p>Ambulatory Surgical Center</p> <p>Physician and other services <i>including surgeon fees</i></p> <p>Hospital</p> <p>Ambulatory Surgical Center</p>	<p>20% coinsurance after deductible is met</p>	<p>50% coinsurance after deductible is met</p>
<p><u>Hospital (Including Maternity, Mental Health and Substance Use Disorder Services)</u></p> <p>Facility Fees</p> <p>Human Organ and Tissue Transplants <i>Cornea transplants are treated the same as any other illness and subject to the medical benefits.</i></p> <p>Physician and other services <i>including surgeon fees</i></p>	<p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p>	<p>50% coinsurance after deductible is met</p> <p>50% coinsurance after deductible is met</p> <p>50% coinsurance after deductible is met</p>

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Home Health Care <i>Coverage is limited to 120 visits per benefit period. Limits are combined for all home health services.</i>	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Rehabilitation and Habilitation services <i>including physical, occupational and speech therapies.</i> <i>Coverage for occupational therapy is limited to 60 visits per benefit period, physical therapy is limited to 60 visits per benefit period and speech therapy is limited to 20 visits per benefit period.</i> Office Outpatient Hospital	20% coinsurance after deductible is met 20% coinsurance after deductible is met	50% coinsurance after deductible is met 50% coinsurance after deductible is met
Pulmonary rehabilitation <i>office and outpatient hospital</i> <i>Coverage is unlimited visits per benefit period.</i>	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Cardiac rehabilitation <i>office and outpatient hospital</i> <i>Coverage is unlimited to visits per benefit period.</i>	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Dialysis/Hemodialysis <i>office and outpatient hospital</i>	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Chemo/Radiation Therapy <i>office and outpatient hospital</i>	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Skilled Nursing Care (facility) <i>Coverage for Skilled Nursing, Outpatient Rehabilitation and Inpatient Rehabilitation facility settings is limited to 150 days combined per benefit period.</i>	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Inpatient Hospice	20% coinsurance after deductible is met	Covered as In-Network
Durable Medical Equipment	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Prosthetic Devices <i>Coverage for wigs is limited to 1 item after cancer treatment per benefit period.</i>	20% coinsurance after deductible is met	50% coinsurance after deductible is met

Covered Prescription Drug Benefits	Cost if you use a Preferred Network Pharmacy	Cost if you use a Non-Network Pharmacy
Pharmacy Deductible	Combined with In-Network medical deductible	Combined with Non-Network medical deductible
Pharmacy Out-of-Pocket Limit	Combined with In-Network medical out-of-pocket limit	Combined with Non-Network medical out-of-pocket limit

Prescription Drug Coverage
Network: *Base Network*
Drug List: *National*

Day Supply Limits:
Retail Pharmacy 30 day supply (cost shares noted below)
Retail 90 Pharmacy 90 day supply (3 times the 30 day supply cost share(s) charged at Preferred Network and In-Network Retail Pharmacies noted below applies).
Home Delivery Pharmacy 90 day supply (maximum cost shares noted below) Maintenance medications are available through CarelonRx Mail. You will need to call us on the number on your ID card to sign up when you first use the service.
Specialty Pharmacy 30 day supply (cost shares noted below for retail and home delivery apply). We may require certain drugs with special handling, provider coordination or patient education be filled by our designated specialty pharmacy. Drug cost share assistance programs may be available for certain specialty drugs.

Tier 1 - Typically Generic	20% coinsurance after deductible is met (retail and home delivery)	50% coinsurance after deductible is met (retail) and Not covered (home delivery)
Tier 2 – Typically Preferred Brand	20% coinsurance after deductible is met (retail and home delivery)	50% coinsurance after deductible is met (retail) and Not covered (home delivery)
Tier 3 - Typically Non-Preferred Brand	20% coinsurance after deductible is met (retail and home delivery)	50% coinsurance after deductible is met (retail) and Not covered (home delivery)
Tier 4 - Typically Specialty (brand and generic)	20% coinsurance after deductible is met (retail and home delivery)	50% coinsurance after deductible is met (retail) and Not covered (home delivery)

Covered Vision Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<i>This is a brief outline of your vision coverage. To receive the In-Network benefit, you must use a Blue View Vision Provider. Only children's vision services count towards your out-of-pocket limit.</i>		
Children's Vision exam (up to age 19) <i>Limited to 1 exam per benefit period.</i>	No charge	\$0 copayment up to plan's Maximum Allowed Amount
Adult Vision exam (age 19 and older) <i>Limited to 1 exam per benefit period.</i>	No charge	Reimbursed Up to \$42

Notes:

- Dependent Age Limit: to the end of the month in which the child attains age 26.
- Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.
- No charge means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- If you have an office visit with your Primary Care Physician or Specialist at an Outpatient Facility (e.g., Hospital or Ambulatory Surgical Facility), benefits for Covered Services will be paid under "Outpatient Facility Services".
- Costs may vary by the site of service. Other cost shares may apply depending on services provided. Check your Certificate of Coverage for details.
- The representations of benefits in this document are subject to Indiana Department of Insurance (IN DOI) approval and are subject to change.

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Evidence of Coverage (EOC), the Evidence of Coverage (EOC), will prevail.

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Questions: (833) 578-4441 or visit us at www.anthem.com

Your summary of benefits



Your Plan: Anthem Blue Access PPO HSA Option E7

Your Network: Blue Access

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date

Fixed Administrative Costs (ASO)

MONROE COUNTY GOVERNMENT

Effective January 1, 2024 through December 31, 2024

Fixed Administrative Costs	Current	1/1/2024 through 12/31/2024
	PCPM	PCPM
Current Non-CDH Plan Subscribers	293	293
Current CDH Plan Subscribers	204	204
Enrollment	497	497
Medical and Pharmacy Administration	\$64.19	\$66.76
Pharmacy Rebate Offset	(\$13.12)	(\$13.64)
ASO Standard Foundational Program †	\$1.42	\$1.47
My Health Advantage	\$1.01	\$1.01
Composite Total:	\$53.50	\$55.60
Annual fixed administrative costs based on assumed enrollment:	\$319,074	\$331,598
Percentage Change:		3.9%

Authorized Signature: _____

Title: _____

Date: _____

Additional Fee Disclosures:

See Additional Service Fees and Pharmacy Pricing for disclosure of additional service fees which are not included on this cost summary.

The Pharmacy Rebate Offset reflects the National Formulary. The offset may be adjusted if a different pharmacy formulary is sold.

Additional fee of \$1.95 PCPM is included in the base admin fee for Non-Standard Payment Terms.

† ASO Standard Foundational Program Claim Related Charges: \$3.49 PCPM

0384850-03

Stop Loss Options (ASO)

MONROE COUNTY GOVERNMENT

Group Number(s): W12670

Effective January 1, 2024 through December 31, 2024

Option 1 - \$125,000 Specific Stop Loss with 125% Aggregate Stop Loss

Specific Stop Loss limit:	\$125,000
Specific Stop Loss contract basis:	Paid in 12 *
* Accumulation basis for claims will be incurred since January 1, 2003.	
Lines of coverage Included:	Med And Rx
Specific Stop Loss Maximum:	Unlimited
Specific Stop Loss accumulation:	Per Member
Commissions:	15.00%
Renewal rate guarantee	55.00%

This Stop Loss offer is:	FIRM
This Stop Loss offer expires:	11/13/2023

Aggregate Stop Loss percentage reimbursable:	125%
Aggregate Stop Loss contract basis:	Paid in 12 *
Lines of coverage Included:	Med And Rx
Aggregate Stop Loss Maximum:	\$1,000,000
Commissions:	15.00%
Payment Limit:	Annual
Minimum Aggregate Stop Loss limit:	\$7,666,364
Estimated Policy Period Claims Maximum:	\$7,666,364

Additional terms for self-funded groups

This proposal guarantees your subsequent year's renewal will be capped at 55%.

A No New Lasers provision is included in this offer. See Assumptions & Conditions exhibit for more details.

Specific Stop Loss Premiums	Composite PCPM						Annualized Total
Total	497						
	<i>Current</i>	\$217.04					\$1,294,427
	<i>Renewal</i>	\$227.89					\$1,359,136
Rate Change							5.00%

Aggregate Stop Loss Premiums	Composite PCPM						Annualized Total
Total	497						
	<i>Current</i>	\$5.00					\$29,820
	<i>Renewal</i>	\$5.00					\$29,820
Rate Change							0.00%

Admin Annualized Total	\$331,598
------------------------	-----------

Fixed Costs Annualized Total	\$1,720,554
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Monthly Aggregate Factors	Composite PCPM						Annualized Total
Total	497						
	<i>Current</i>	\$1,236.00					\$7,371,504
	<i>Renewal</i>	\$1,285.44					\$7,666,364
Rate Change							4.0%

Estimated Expected Claims	Composite PCPM						Annualized Total
Total	497						
	<i>Current</i>	\$988.80					\$5,897,203
	<i>Renewal</i>	\$1,028.35					\$6,133,079
Rate Change							4.0%

Fixed Costs and Expected Claims Annualized Total	\$7,853,633
--	-------------

Authorized Signature: _____
 Title: _____
 Date: _____

Additional Fee Disclosures:

See Additional Service Fees and Pharmacy Pricing for disclosure of additional service fees which are not included on this report.

Anthem Gene Therapy Solution protects employers from unknown financial risk, while supporting members in need of treatment for rare and complex conditions. The financial component of this solution works in conjunction with Anthem Stop Loss and guarantees Anthem will not implement new lasers on any members for claims associated with the following gene therapies: Luxturna, Zolgensma, Zyneglo, Skysona, Hemgenix, Elevidys and Roctavian. This provision applies to members that are not lasered in the firm stop loss proposal and will apply as long as Employer maintains specific stop loss coverage with Anthem. Also, this solution removes gene therapy claims from experience when determining stop loss renewal rates. If added, this provision would be billed as an additional \$3.00 PEPM. (If selected, initial here _____)



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

Service fee disclosure and authorization for tech subsidies. MetLife will submit tech subsidies to Apex Benefits to offset their admin costs.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Self Insurance"/>	<input type="text" value="4700"/>	<input type="text" value="2.5% credit"/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:



SERVICE FEE DISCLOSURE AND AUTHORIZATION

Monroe County Government – Group Insurance Coverages

October 19, 2023

MetLife enters into arrangements concerning the sale, servicing and/or renewal of MetLife group insurance and certain other group-related products (“Products”) with brokers, agents, consultants, third-party administrators, general agents, associations, and other parties that may participate in the sale, servicing and/or renewal of such Products (each an “Intermediary”). MetLife may pay your Intermediary compensation, which may include base compensation, supplemental compensation, and/or service fees, where applicable.

MetLife requires a customer’s written authorization in order to pay service fees to an Intermediary in relation to that customer’s Products. The following describes specific service fees that MetLife is prepared to pay to your broker, Apex Benefits Group, Inc. (“Apex Benefits”), for services it will perform in connection with your MetLife Products:

1. Nature and scope of services: marketing, communications, including development of benefit booklets and brochures and related enrollment support services. Dental coverage effective January 1, 2024.

Service fee amount: 2.5% of premium received and earned by MetLife.
(Note: The cost of this fee does not affect your MetLife group insurance rates. Your premium rates will be the same whether MetLife provides these administrative services or Apex Benefits provides them.)

2. Monroe County Government agrees that the above services shall be provided by, and payment will be made to Apex Benefits.
3. While MetLife can provide marketing, communication and enrollment support services similar to those provided by Apex Benefits, as a general practice, MetLife does not provide these services, or provide customized enrollment brochures/kits to employers with less than 1,000 employees. MetLife cannot provide these services with respect to products issued by other insurance carriers.

By signing below, you are representing to MetLife that you are an authorized representative of Monroe County Government with authority to complete this form and that you authorize MetLife to pay the service fees described above to Apex Benefits. If you have questions, please contact please David Roda (droda@metlife.com) at 513-826-4793.

Thank you for your prompt attention to this matter.

To be filled in by Customer:

Client Name:	Monroe County Government
Signature:	
Printed Name:	
Title:	
Date:	



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

Service fee disclosure and authorization for tech subsidies. MetLife will submit tech subsidies to Steele Benefits to offset their admin system.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Self Insurance"/>	<input type="text" value="4700"/>	<input type="text" value="3% credit"/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:



SERVICE FEE DISCLOSURE AND AUTHORIZATION

Monroe County Government – Group Insurance Coverages

10/19/2023

MetLife enters into arrangements concerning the sale, servicing and/or renewal of MetLife group insurance and certain other group-related products (“Products”) with brokers, agents, consultants, third-party administrators, general agents, associations, and other parties that may participate in the sale, servicing and/or renewal of such Products (each an “Intermediary”). MetLife may pay your Intermediary compensation, which may include base compensation, supplemental compensation, and/or service fees, where applicable.

MetLife requires a customer’s written authorization in order to pay service fees to an Intermediary in relation to that customer’s Products. Below is a description of specific service fees which your Intermediary, **Steele Insurance and Financial Services Inc**, has requested MetLife to pay to it in connection with your MetLife Products:

- 1. Nature and scope of services: benefit administration platform services, including electronic enrollment and data file services for MetLife group insurance products. **Service/coverages effective: 1/1/2024.**

Service fee amount: 3% of premium received and earned by MetLife.

- 2. **Monroe County Government** agrees that the above services shall be provided by, and payment will be made to **Steele Insurance and Financial Services Inc**.
- 3. MetLife cannot provide the same services as those performed by **Steele Insurance and Financial Services Inc**.

The cost of this service fee is not directly charged to the price of your group insurance products except as an allocation of overhead expense, which is applied to all eligible group insurance products. As a result, your rates will not be impacted based on whether or not your Intermediary receives compensation for this service fee.

By signing below, you are representing to MetLife that you are an authorized representative of **Monroe County Government** with authority to complete this form and that you authorize MetLife to pay the service fees described above to **Steele Insurance and Financial Services Inc**. If you have questions, please contact **John Mileham (jmileham@metlife.com) at 513 826 4794**.

Thank you for your prompt attention to this matter.

To be filled in by Customer:

Customer Name:	Monroe County Government
Signature:	
Printed Name:	
Title:	
Date:	



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

This Ordinance creates collective bargaining recognition for the Highway in the Monroe County Code. The inclusion of this is done at the request of the Highway Collective Bargaining Unit.

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

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

ORDINANCE 2023-44

An ordinance to amend Chapter of the Monroe County Code concerning Highway Workers Collective Bargaining.

WHEREAS, the Monroe County Commissioners desire to revise Chapter of the Monroe County Code to reflect changes in term definition; and,

WHEREAS, the Monroe County Commissioners find that the proposed amendments would promote the health, safety, comfort and general welfare of the citizens of Monroe County.

NOW, THEREFORE, be it ordained by the Board of Commissioners of Monroe County, Indiana that Chapter 252 is added to read as follows:

CHAPTER 252

COLLECTIVE BARGAINING WITH HIGHWAY WORKERS

252-1. Designation of Bargaining Representative, Qualifications of Representative and Exclusive Nature of Representation

- (A) The Board of Commissioners of Monroe County hereby authorizes the establishment of a Highway workers bargaining unit, by whatever name it may prefer to be known, as bargaining representative, as defined in 252-2.
- (B) The duly-elected highway worker bargaining unit shall be the exclusive recognized representative of the highway staff for the purpose of collective bargaining with the County.

252-2. Composition of Bargaining Unit

- (A) The bargaining unit shall include the following categories of personnel, subject to the exceptions of subsection 252-2(B): all full-time staff that are performing work under an LTC Highway job classification.

The current dispatcher and fleet maintenance coordinator will be included in the bargaining unit as long as he/she occupies these position(s). Once the positions become vacant, it is understood that these positions will not be included in the bargaining unit as outlined below in subsection (B)(2).

- (B) The bargaining unit shall not include:
 - (1) Any individual having authority, in the interest of employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, discipline or direct other employees.
 - (2) any employee engaged primarily with the maintenance, production,

transcription of books, documents or records. For example, this would include bookkeepers, clerks, secretaries, stenographers, receptionists, dispatcher, fleet maintenance coordinator, and telephone operators.;

- (3) part-time employees;
- (4) work-study employees;
- (5) Probationary Employees;

252-3. Date of Commencement of Bargaining

Unless mutually agreed, bargaining between the highway-staff bargaining unit and the County shall begin no later than March 15 of the same year, the year in which a contract is to be concluded agreeing for the calendar year(s) under consideration. The parties shall have the power to enter into agreements covering a period of more than one (1) calendar year.

252-4. Issues Subject to Bargaining and Excluded Issues

- (A) The following issues are subject to bargaining:
 - (1) salary and pay schedules, including shift-pay, overtime pay, holiday pay, unscheduled duty pay and salary payable at each of the established steps in grade pay;
 - (2) vacation accumulation rate;
 - (3) retirement benefits;
 - (4) lay-off procedures;
 - (5) grievance procedures;
 - (6) clothing and equipment allowances;
 - (7) group medical insurance, life insurance, false-arrest insurance, other insurance programs; and

(8) such other compensation and benefits as may be appropriate.

(B) Issues subject to bargaining do not include selection of insurance carriers. The County is not obligated to bargain about any plan or benefit that would cause or result in more than one (1) group of County employees for group insurance purposes or more than one (1) group insurance plan among County employees.

252-5. Representatives of the Parties

The County and the highway workers bargaining unit shall be free to select their own respective spokespersons and representatives for purposes of carrying out this Chapter and shall be free of interference by the other party in that respect. The spokespersons and representatives of the County shall be the County Commissioners or their designees and the County Council or their designees.

252-6. Mediation and Sanctions

(A) In the event that the parties are unable to develop a collective bargaining agreement pursuant to this Chapter, either party may declare that an impasse has been reached and request advisory mediation. Upon such a declaration and request, the parties shall request promptly that the Federal Mediation and Conciliation Service, or another mediation committee, agreed to by both parties, either assign a mediator or provide a list of five (5) mediators, from which each party shall alternate in striking names until only one name is left, which person shall be the mediator.

The recommendation of the mediator shall be advisory only and shall not be binding on the parties. Costs of mediation shall be borne by the County.

(B) The highway worker bargaining unit and the supporting members thereof shall not engage in, sanction or defend strikes, work stoppages, slowdowns, picketing or interference with, or departures from, the performance of duties as prescribed by the Sheriff of the County. In the event that the highway staff bargaining unit, or the supporting members thereof, engage in such job action, such collective bargaining agreement entered into between parties, pursuant to this Chapter, shall be null and void and of no effect. The provisions of this paragraph are not intended to limit the rights of the County to other forms of relief accorded by law.

252-7. Relation to Other Law

This Chapter shall not limit or diminish the authority and responsibility of the County to manage and direct the operations and activities of the County.

252-8. Authorization

The County and the highway workers bargaining unit shall make every good faith

effort to obtain all necessary authorizations of the collective bargaining agreements arrived at by the parties.

252-9. Severability

If any section, sentence or provision of this Chapter, or the application thereof, to any persons or circumstances should be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions or applications of this Chapter, which can be given effect without the invalid provisions or applications, and to this end the provisions of this Chapter are declared to be severable.

Passed and adopted by the Board of Commissioners of Monroe County, State of Indiana, on _____ day of _____ 2023.

BOARD OF COMMISSIONERS OF MONROE COUNTY

"AYES"

"NAYS"

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 Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

The major changes for in this year's contract includes:
1) The length of the contract (shortened to two years).
2) The Highway employees elected to not use a union but rather represent themselves as a collective bargaining unit similar to the way the Sheriff's office and jail does. This change resulted in changing language that specifically address the union.
4) Changed language for consistency. For example, supervisor became management throughout the contract.
3) The implementation of the Attendance on Demand system.

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

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

2024 - 2026

CONTRACT

BETWEEN

MONROE COUNTY, INDIANA

AND

HIGHWAY Collective Bargaining Unit

The Board of Commissioners of Monroe County, through Monroe County code 252 have authorized the establishment of a Highway workers bargaining unit, by whatever name it may prefer to be known, as bargaining representative, as defined in 252-2. The duly elected highway worker bargaining unit shall be the exclusive recognized representative of the highway staff for the purpose of collective bargaining with the County.

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ARTICLE 1

Definitions

- (A) **“Management”** means any individual having authority, in the interest of employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, discipline or direct other employees.
- (B) **“Highway Collective Bargaining Unit” (“CBU”)** means employees as defined by Chapter 252-2 of the Monroe County Code.
- (C) **“CBU Representative”** means an employee who is elected by members of the CBU to represent the CBU in negotiations on a collective bargaining agreement and to accompany any member of the CBU member, upon a member’s request, as referenced in Article 3.
- (D) **“Clerical”** means any employee engaged primarily with the maintenance, production, transcription of books, documents or records. For example, this would include bookkeepers, clerks, secretaries and stenographers. Further, “clerical” includes receptionists, dispatcher, fleet maintenance coordinator, and telephone operators. However, it is understood that the current dispatcher and the current fleet maintenance coordinator took the position with the understanding that they would remain part of the Collective Bargaining Unit and those individuals will remain part of the CBU. Any change to the employee in either of these positions will result in that position no longer be part of this collective bargaining agreement.
- (E) **“Part-Time Employees”** means employees who are those not assigned to a full-time or temporary status and who average less than twenty-eight (28) hours per week on an annual basis, and who work throughout the year, not on a seasonal basis. Part-time employees may occasionally work additional hours based on staffing and business needs of the County. Part-time employees retain that status until expressly notified of a change. Part-time employees receive all legally mandated benefits (such as worker’s compensation and social security benefits), but they are not eligible for the County’s other benefit programs.
- (F) **Promotions.** Promotion means the advancement of an employee to a higher paying position within the unit. However, promotion shall not include any temporary or part-time job opening or transfer.
- (G) **Summer hours**—Summer hours will begin the first full week in May and stop the Saturday before Labor Day. During this designated period employees will work ten (10) hour days.
- (H) **“Temporary Employees”** means employees who are hired as interim replacements to temporarily supplement the workforce, assist in the completion of a specific project, or work on an hourly basis averaging usually less than 20 hours of work per week annually depending upon staffing and business needs of the County. Employment assignments in this category

are of a limited duration usually of ninety (90) days or less depending upon staffing and business needs of the County. Temporary employees retain that status until notified of a change. Temporary employees receive all legally-mandated benefits (such as worker's compensation and social security), but are not eligible for the County's other benefit programs.

- (I) **"Seniority"** means the status attained by length of continuous service with the Highway Department.
- (J) **"Foreman"** means any individual having authority, in the interest of the employer, to assign, supervise and direct the work of other employees.
- (K) **"Registered Domestic Partner"** means an individual who is in a committed relationship of indefinite duration with a County employee, with an exclusive, mutual commitment similar to that of marriage, and where the couple has registered as partners with the County Employee Services Department. The partners share the necessities of life and agree to be financially responsible for each other's well-being, including basic living expenses. The domestic partners must declare under oath that they are not related by blood closer than permitted under marriage laws of the State of Indiana; that they are not married according to the laws of the State of Indiana; that they are at least 18 years of age and have the capacity to enter into contract; that they have no other domestic partner; that they share a household; and that they are jointly responsible to each other for the necessities of life. The County may require documentation substantiating these declarations.
- (L) **"Longevity"** means the length of continuous uninterrupted service with Monroe County.
- (M) **"Highway Department"** means any work that is paid out of the Stormwater Fee fund, Cum Bridge Fund, or Motor-Vehicle-Highway (MVH) fund.
- (N) **"Summer Hours"** means the time when the Highway Union Employees workweek consists of four (4) workdays consisting of Ten (10) hour each.
- (O) **"Probationary Status"** means a new employee shall be considered in a probationary status, as explained in Section 3.12 of the Monroe County Personnel Policy; however, the initial term shall be for only thirty (30) days of his/her employment with the Highway Department. Employees who are in Probationary Status will not be members of the CBU.

ARTICLE 2

Management Rights

Management shall have the responsibility and authority to manage and direct, on behalf of the public, the operations and activities of the public agency to the full extent authorized by law. Such responsibility and activity shall include, but shall not be limited to, the right of the public employer to:

- (1) Direct the work of its employees;
- (2) Establish policy;
- (3) Hire, promote, demote, transfer, assign and retain employees;
- (4) Suspend or discharge the employees for good cause in accordance with applicable law;
- (5) Maintain the efficiency of public operation;
- (6) Relieve its employees from duties because of lack of work or any other legitimate reason;
- (7) Take actions necessary to carry out the mission of the public agency as provided by law; and
- (8) Establish a schedule of bi-monthly CBU representatives and Management meetings to help establish a mutually beneficial working environment for all employees.

ARTICLE 3

CBU Members Talking to Management

In the event it becomes necessary for a CBU member to discuss a CBU matter, disciplinary matter or other job-related matter with management personnel that may have consequences for the CBU members or the CBU, said CBU member may at all times during the course of such discussion be accompanied by a CBU representative. Parties agree to no individual job-related bargaining.

ARTICLE 4

CBU Activities

Section 1. CBU Representative

CBU shall furnish employer with the name, address and phone number of the CBU Representative. Further, CBU shall post a written notice stating this information on employer's bulletin boards.

Section 2. Non-Employee Representative

No non-employee CBU representative shall enter work areas during work hours. Such representatives may meet with employees with the permission of the Management, but only in common areas.

Section 3. Representation for Grievance

When requested by an employee, the CBU President may choose two CBU members to represent, or designate a representatives for, an employee in any grievance proceeding set forth in Article 16 without loss of pay or time. The CBU president may designate himself/herself.

Section 4. Representation for Negotiations

CBU members designated as negotiators may take part in formal negotiations with employer without loss of time or pay, but only at scheduled meetings agreed upon by employer. Further, said negotiators shall not exceed five (5) in number at any one meeting, nor shall more than two (2) hours of negotiations per week be considered on employer's time, except when employer considers time is of the essence.

Section 5. Other CBU Business

Any CBU business other than that allowed under Section 3 and Section 4 of this Article, shall not be conducted during working hours by any CBU member.

Section 6. Representation on Safety Committee

A Safety Committee consisting of management and three (3) CBU representatives shall be created for the purpose of promoting on-the-job safety. The Committee shall convene at the request of either party, at times mutually agreed upon.

ARTICLE 5

Hours of Work

Section 1. Regular Hours

The regular hours of each workday shall be consecutive except that they may be interrupted by a one-half (1/2) hour meal period as mentioned in Article 7.

Section 2. Work Week

During Summer Hours tthe work week shall consist of four (4) consecutive ten (10) hour days , Sunday to Saturday inclusive (“Summer Hours”). When not operating under Summer Hours, the work week shall consist of five (5) consecutive eight (8) hour days, Sunday to Saturday inclusive. However, employer shall give the CBU thirty (30) days prior written notice of the change in any work week from the current week. Further, after giving this notice, employer agrees to discuss with the CBU the manner in which the change will be implemented.

Section 3. Work Shift

When Summer Hours are in effect, ten (10) consecutive hours of work shall constitute a work shift. When Summer Hours are not in effect, eight (8) consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time. All employees must report to work with adequate clothing required for safety as determined by the Monroe County Highway Management.

Section 4. Work Schedule

Except for emergency situations, work schedules shall not be changed more frequently than bi-weekly, unless the changes are mutually agreed upon by the CBU and the employer.

ARTICLE 6

Rest Period

When deemed necessary by the Management and the employee, rest periods will be granted on an individual basis. Any need for a Rest Period due to Medical or other health reason must be reported to Management immediately.

ARTICLE 7

Meal Periods

All employees shall be granted a one-half (1/2) hour meal period during each work shift. Whenever possible, the meal period shall be scheduled at the middle of each shift. Such meal period shall start when the employee deviates from work and ends when they return to work.

An additional one-half (1/2) hour meal period shall be granted for every extra half a shift (four (4) or five (5) hours (if summer hours are in effect) of consecutive overtime worked thereafter.

ARTICLE 8

Holidays and Leaves of Absence

Section 1. Holidays Recognized and Observed

The CBU shall receive the same Holiday Schedule as is observed by the general employees of the County.

The CBU may request using an amended schedule for any additional given calendar year. Such amended schedule may not include more than 15 holidays, and such holidays should mirror the regular County Employees Holiday Schedule as much as practical. Such amended schedule must be requested before March 1st of any given calendar year and may include boxing in the holidays.

If, while summers hours' time is in effect observed, the holiday falls on a Friday, the observation of that holiday will occur the day before the holiday.

Floating Holidays may be scheduled and used by the employee in the same manner as vacation days, however any unused Floating Holiday will be lost at the end of the year. Scheduling decisions will not be made to prioritize the use of an employee's floating holiday in order to prevent the loss of that floating holiday. Floating Holiday compensation will be a standard eight (8) hour work shift. If a floating holiday is used during summer hours, two (2) hours of appropriate benefit time shall be used to compensate for the ten (10) hour work shift.

Section 2. Holiday Pay and Observance

Eligible employees shall receive one (1) day's pay for each of the holidays on which they perform no work.

The rate of pay for callouts on holidays shall be two (2) times the employee's regular hourly rate. Any such payment for call outs on holidays shall be in addition to the employee regular Holiday pay. For the purposes of this section, the two (2) times the employee's regular hourly rate shall be on the actual holiday, not the observed day indicated in Section 1.

Section 3. Other Leave and Benefits

The CBU is entitled to other leave as found State, Federal, or in the Monroe County Personnel Policy, with the understanding that CBU members receive sick time instead of personal time.

ARTICLE 9

Hiring and Seniority

Section 1. Hiring

Any individual applying for a position with the Monroe County Highway Department shall be required to follow the Monroe County Employee Services Department's procedures and protocols.

Section 2. Probation

Each new employee shall be considered in a probationary status, as explained in Section 3.12 of the Monroe County Personnel Policy, however the initial term shall be for only thirty (30) days of his/her employment with the Highway Department.

Section 3. Seniority Lists

Employer shall post on all bulletin boards a new seniority list every twelve (12) months showing the continuous service with the Highway Department for each employee. A copy of said list shall be provided to the CBU.

Section 4. Loss of Seniority

An employee shall lose his seniority for the following reasons:

- (A) Discharge;
- (B) Resignation;
- (C) Retirement;
- (D) Layoff for a continuous period of one (1) year;
- (E) Failure to return to work when recalled from layoff; and/or
- (F) Failure to return to work after expiration of a formal leave of absence.

Section 5. Promotion Application

Whenever a covered job opening occurs, Management shall post a notice of such opening on all bulletin boards for seven (7) calendar days. During this period, an employee may submit a written application for the opening to Management. Employer shall fill the opening by promoting the applicant with the greatest seniority who has the skill and ability to perform the job. Applicant will be required to pass a skills and ability test.

Section 6. Establishment of New Job Classification

If any opening occurs as the result of a new covered job classification being established by the employer, then the posting and application procedure above, shall be followed but Management shall proceed as follows:

- (A) Employer shall select an applicant who has the skill, ability and experience to perform the job;
- (B) Where not in conflict with the principle expressed in subsection (a) above, the job shall be filled by choosing the employee with greatest seniority; and
- (C) Management recognizes that it has an affirmative duty to consider its covered employees for any new job classification and to offer training for such a position before it considers any outside applicants.

ARTICLE 10

Layoff and Recall

Section 1. Layoff

Layoff shall mean the separation of employees from the active work force due to lack of work or funds or to the abolition of positions because of changes in organization or any other reason within the discretionary powers of Management.

Section 2. Order of Layoff

- (A) Layoff shall be accomplished by seniority, provided that the employees with greater seniority possess the abilities and qualifications necessary to perform the available work;
- (B) Where not in conflict with the provision expressed in subsection (a) above, layoff shall be accomplished within the unit as follows:
 - (1) Temporary and part-time employees first, then
 - (2) Probationary employees, then
 - (3) Permanent employees according to seniority.

Section 3. Order of Recall

- (A) Recall shall be accomplished by seniority, provided that the employees with greater seniority possess the abilities and qualifications necessary to perform the available work.

ARTICLE 11

Sick Leave, Injury on the Job, Bereavement Days and Death of Employee

Section 1. Sick Leave Days

In an effort to eliminate confusion and abuse concerning sick leave, employees are entitled to the following:

The County provides paid sick leave benefits to all full-time employees for periods of temporary absence due to illness or injury. Sick leave days are provided strictly as an employment benefit, in addition to compensation, for those times an employee is unable to work due to their own legitimate illness or the legitimate illness of any member of their immediate family. An employee with accrued sick leave shall receive regular pay for days absent from employment for the sickness or injury of the employee or the employee's immediate family member. .

Sick leave shall be granted to full-time employees upon commencement of employment. Thereafter, full-time employees shall earn eight (8) sick hours a month. These hours may be accumulated without limit until termination of employment. Pursuant to this Agreement, an employee, with at least 8 years in a CBU position, shall receive regular pay for forty percent (40%) of his accumulated sick hours upon retirement from the Department.

Any sick leave use must be reported to Management at least 30 minutes prior to the beginning of the work day. In the event, the sickness is not reported 30 minutes prior to the beginning of the work day, the employee must provide a licensed medical provider statement indicating illness.

Any sick leave used for three (3) or more consecutive days, whether used personally by the employee or used in conjunction with the illness of an immediate family member, shall be documented regarding the sick person's condition by a licensed medical provider statement. In addition, any employee who takes one (1) or more sick leave days which is immediately before or after his vacation or a holiday, shall not be paid for his days off unless he presents a licensed medical provider's statement documenting the illness or injury. (This Requirement may be waived by the employer.)

Also, any employee who has six (6) occurrences of sick leave use that are undocumented by a licensed medical provider's statement in any consecutive six (6) month period shall be subject to progressive discipline, including suspension without pay and termination; this six (6) month requirement is not intended to be used more than once for sick leave days used for the purposes of computing this requirement. In other words, sick leave days used to compute a disciplinary action under this six (6) month period, cannot be used more than once in any six (6) month period. Likewise, the requirement for a licensed medical provider's statement for this six

(6) month period shall not release, nor be viewed inconsistent with, the policy requiring a licensed medical provider's statement for three (3) or more consecutive days of sick leave stated above.

If the Monroe County Highway Management, after discussion with CBU representative, concludes, that there is a pattern of abuse of the use of sick days, he/she shall require a licensed medical provider's statement regarding the illness for that employee or their dependent. If such a statement is not provided, that employee will be subject to nonpaid suspension or termination. of anyone mentioned in this paragraph for a situation when less than six (6) occurrences or sick leave are used.

Each employee shall be allowed to use thirty-two (32) of his accumulated sick hours as personal business days per year. An employee may take his personal business days, one (1) or two (2) days at a time, by notifying the Management at least three (3) working days in advance. Personal business days may be used for emergencies with approval of the Management. No more than two (2) employees may take personal business days on any one (1) day. Personal business days shall be granted to employees on a rotation based on seniority. The unused right to convert sick hours may not be carried over to a subsequent calendar year.

At the Management's discretion, employees shall be allowed to take sick days in ¼-hour increments.

Section 2. Injury on the Job

Establishing and maintaining a safe work environment is the shared responsibility of the County and all employees. The County will take all reasonable steps to assure a safe work environment. The County will comply with all applicable federal, state, and local safety regulations.

Employees are expected to obey safety rules and to exercise caution in their work activities. Employees shall report to work in proper condition to safely complete their assigned duties. Employees shall immediately report any unsafe conditions to Management. Management and employees are expected to correct unsafe conditions as promptly as possible.

Employees must report within 24 hours to Management, Department Head and to the Employee Services Department all accidents that result in injury - regardless of how insignificant the injury may appear so that an investigation into the incident may be made. An incident report must be completed and submitted to the Employee Services Department. Such reports are necessary to comply with applicable laws and to initiate insurance and worker's compensation procedures.

Employees medically disabled on the job shall receive their normal rate of pay for the first forty (40) hours they were scheduled to work following the beginning of the medical disability, provided a physician acceptable to the County certifies that the employee was unable to work.

Benefit days continue to accrue during time off due to an on-the-job injury. Time off due to an on-the-job injury shall not be charged against the employee’s sick leave account nor shall such time off constitute a break in service.

An employee who receives Worker’s Compensation benefits for the first forty (40) hours of normally scheduled work and who has already been paid for those days shall be required to immediately reimburse the County for forty (40) hours of Worker’s Compensation benefits.

Neither the County nor the insurance carrier will be liable for the payment of worker’s compensation benefits for off-duty injuries or injuries that occur during an employee’s voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the County.

On the day of the incident or as soon as possible thereafter, the injured employee’s elected official/department head must complete a “Supervisor’s Incident Report” and all other necessary forms. The forms are available from the Employee Services Department and must be returned to the Employee Services Department for processing.

Section 3. Bereavement Days

At Management’s discretion and after consultation occurs between the employee and Management, full-time employees may be granted paid bereavement leave under the following schedule:

Up to forty (40) hours for the death of employee’s:	Up to three (3) days for the death of employee’s:	Up to one (1) day for the death of:	Up to one-half (½) day for the death of employee’s:
Spouse, child, or step-child	Son-in-law; daughter-in-law	Aunt or Uncle	Friend or Cousin
Parent or step-parent	Brother-in-law; sister-in-law	Niece or Nephew	
Mother-in-law and father in-law		Spouse’s aunt or uncle, niece or nephew or any great extension of a family member	
Brother or step-brother; sister or step-sister			
Grandparent, step-grandparent, grandchild, spouse’s grandparent or grandchild or any relative living in the employee’s household for whom the employee is the sole provider			
Domestic Partner (Registered)			

Up to one (1) additional day of funeral leave may be granted to attend funeral services for a member of the family which is conducted outside a 150-mile radius of Monroe County. Up to two (2) additional days funeral leave may be granted to attend funeral services for a family member conducted outside a 500-mile radius of Monroe County.

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

For the purpose of 6.2.2 Registered Domestic Partner will be treated as a spouse.

Section 4. Death of the Employee

If an employee, during the time of active employment with the Monroe County Highway Department, dies or is killed, the employee's beneficiary will be entitled to receive payment for all accumulated sick days, vacation days and compensatory time earned by that employee.

Section 5. Jury Duty

Employees shall receive the same benefits found in the above captioned portion of the Monroe County Personnel Policy on the date of execution of this agreement. If the County changes the Personnel Policy provisions for the above captioned Policy and posts notice of the Change in the Highway Garage, such change shall be accepted unless the CBU provides written notice of objection the County within 30 days of posting. Upon receipt of notice, Management and CBU Representatives shall meet to discuss the objection.

ARTICLE 12

Vacations

Section 1. Length of Vacation

Vacation time shall be based upon continuous service by an employee as follows:

Completion of Six (6) months	40 hours
End First year until end of fifth year:	80 hours
Sixth year until end of tenth year	120 hours
Eleventh year until termination:	160 hours

The vacation times specified above shall apply to each year and are mandatory. With written permission of Department Head, a maximum of eighty (80) vacation hours may be carried over into the next anniversary year.

At the Management's discretion, employees shall be allowed to take Vacation hours in ¼-hour increments.

Section 2. Resignation and Layoff

If an employee should resign or leave in good standing after giving two (2) weeks notice, then the employee shall be paid vacation leave that has accrued.

Section 3. Request for Vacation

The employees shall make a written request for vacation time at least fourteen (14) calendar days prior to the date they wish their vacation to begin. When making vacation requests, employees are encouraged to consult the board reflecting approved time office requests and which is maintained by Management. Management will provide employees with forms for requesting vacation time. Management will enter requests into the Attendance on Demand system. The employees shall make a written request for vacation time at least fourteen (14) calendar days prior to the date they wish their vacation to begin. Management will provide employees with forms for requesting vacation time. Management will enter requests into the Attendance on Demand system. Management shall notify the employee within three (3) working days as to whether the vacation time is approved or denied.

Management will approve or deny requests for vacation time through the use of the Attendance on Demand system for as long the Attendance on Demand system is in use. Management shall notify the employee within three (3) working days as to whether the vacation time is approved or denied. If the nature of the work to be performed during the vacation period requested is such that during the vacation period requested Management determines said employee should not be absent from work at that time, then Management may deny the vacation request. Further, if the number of employees requesting a certain vacation period, or portion

thereof, is such that the work of the Highway Department would be adversely affected in the opinion of the Management, then the Management may limit the number of employees out on vacation. If it is necessary to so limit the number of employees out on vacation, Management shall first grant vacation time to the employee who made his request the earliest. If there is more than one employee who filed his request on the same day, then seniority shall determine which employee shall be given the vacation period. It is agreed and understood that Management has the discretion to determine the number of employees who may utilize vacation at the same time. Procedure for requesting and approving and/or denying vacation are subject to change at Management discretion and/or in correlation with the timekeeping procedures as determined by the Board of Commissioners. If said procedure changes, Management will provide adequate notice to employees as the appropriate procedure.

It is agreed and understood that Management reserves the right to allow more or less than four (4) employees vacation at the same time.

ARTICLE 13

Reporting Time

Section 1. Regularly Scheduled Work

An employee who is scheduled to report to work, and who presents himself for work as regularly scheduled, shall be assigned to, and paid for, at least one half of the normal work time hours of work on the job. In the event, that an employee is not available to continue the work for the full time, they shall only be compensated for the actual time worked.

Section 2. Call Time Work

An employee called to work outside his regularly scheduled shift and who presents himself/herself for the call time work, shall be paid for a minimum of one half of the normal work time (4 or 5 hours depending on if summer hours is in effect) at the rate of time and one-half (1 ½) .

If his/her call time work assignment is immediately before or after his/her regular shift, then the employee shall be paid the call time rate at one-half (½) hour intervals for the time actually worked outside the regular shift. The employee shall be paid for the balance of his/her regular shift at the appropriate rate.

The employee must be available within forty-five (45) minutes from the time called. In the event, that an employee is not available to continue the work for the full time, they shall only be compensated for the actual time worked.

Employees shall accurately record time for call-time work hours in accordance with Section 3 of this Article.

Section 3. Employee Timekeeping

Timekeeping records shall be maintained for all employees to record total number of hours to be paid within a pay period including hours worked, vacation hours, sick leave, holiday, compensatory time, and any other form of leave. All employees are responsible for accurately recording any and all time he/she has worked. Using the applicable time reporting system, employees must “clock in” when they begin work and “clock out” when they end work every time they work.

It is within Board of Commissioner’s discretion to determine the mechanism by which time reporting will be kept. If the Board of Commissioners elect to change the mechanism for which time is kept, Management will be notified and will be responsible for notification to employees. Management will notify employees by posting timekeeping procedures within thirty (30) days of said change. Management will provide appropriate training to all employees before the implementation of any new timekeeping mechanism.

For this contract period, Management has identified that the Attendance on Demand system will be used by all employees. Each employee will be required to “clock in” and “clock

out” using this system. Employees shall only clock himself/herself in and out, unless specifically granted permission otherwise by Management.

For regularly scheduled work hours, employees will “clock in” and “clock out” at the beginning and end of their assigned hours.

For Call Time work, employees will “clock in” upon arrival at the County Highway Garage. It is within Management’s discretion as to whether the employee must remain at County Highway for the duration of the four (4) or five (5) hours for which they will receive pay as outlined in Section 2 of this Article. If the employee leaves the County Highway Garage prior to the four (4) or five (5) hours, the employee will “clock out” prior to leaving. It will be the responsibility of Management to credit the employee with the minimum work time.

The County will provide two (2) workstations for use of employees for timekeeping purposes. The workstations will be installed in a place as close as possible to the place where working hours begin and end.

Section 4. Tardiness

All employees shall present themselves for work in a timely manner. An employee who is more than five (5) minutes late for work shall lose one-half (½) hour's pay, with loss of additional pay for each one-half (½) hour he/she is late. It will be the responsibility of Management to adjust the employee’s timesheet in AOD to reflect deductions due to tardiness. Tardiness means 1 minute or more late, management will review any employee with more than two tardies in a pay period, to determine if any additional disciplinary action is needed.

ARTICLE 14

Overtime

Section 1. Rate of Pay

The employee shall receive time and one-half (1 ½) of the employee's regular hourly rate of pay, or compensatory time off, as defined below, for all work performed in excess of the regularly scheduled work day, and all work performed on the day following the employee's regularly scheduled work week. The employee shall receive double the employee's regular hourly rate of pay for all work performed on the first day of the employee's regularly scheduled work week and on holidays. Any such payment for working on a holiday shall be in addition to the employee's regular holiday pay.

If compensatory time is used as the method of paying employees for overtime work, the overtime rate of pay shall be one and one-half (1 ½) hours compensatory time for each hour of overtime work, or two (2) hours compensatory time for each hour work, whichever is applicable. This will be the choice of the employee; however, the employee can choose only one method per pay period. No more than sixty (60) hours compensatory time may be accumulated. All compensatory time must be approved by Management. Accumulated compensatory time shall be carried over from year to year.

Section 2. Call Time

Once a year, Management shall post an overtime list and allow any and all employees who wish to work overtime or call time to sign up on the list. If an employee later retracts his name, he/she shall not be allowed to sign up again until the posting of the list the following year.

If Management is unable to reach an employee by phone whose position classification is appropriate for the nature of the overtime work, or if the employee is not able to report for work within forty-five (45) minutes, then Management shall call the employee whose position classification is appropriate for the nature of the overtime work, who appears next on the overtime list. If no employee with the appropriate classification is reached, then Management may phone any other employee with adequate training and skill to perform the work. Management shall be under no obligation to call an employee who does not have a phone.

In order to maintain efficiency, employees on the Callout List will be removed from the list/rotation after 3 consecutive (in a row) no answers or turndowns.

Management has the right to investigate and complete any work at which upon investigation he/she has the skill and ability to complete with no obligation to call out another employee, only if no specialized equipment is required.

The overtime list shall be rotated to provide each listed employee with an opportunity to obtain overtime work. Further, it is agreed that employees have an obligation to perform overtime work, unless excused by Management for just cause such as illness or previously established appointment. Therefore, if additional employees are needed after the list has been used, Management shall call out others and they shall be obligated to perform unless excused for just cause.

Management has the right to determine which employees are adequately trained and skilled to perform work on specific equipment. Management will only call out person(s) for work that it has determined to be adequately trained and skilled for the equipment necessary for the work. Such work shall be considered call out time for the purpose of overtime list rotation as found in this section. It is understood that the bridge crew operator will be requested on the appropriate projects for safety reasons.

If a qualified operator is not available, non-union supervisory personnel may be called out at any time to respond to emergency and off-hour calls, with the authority to use any equipment, tools or materials owned by Monroe County in the course of rectifying the situation. For the purpose of this section, an employee is a qualified employee if that employee and management has reviewed the job description relating to the work being performed and has signed it indicating that person meets the requirements for the work.

When Management determines that for safety reasons that individuals are necessary to the specific project than that person(s) will be called out to do the work. Such work shall be considered call out time for the purpose of overtime list rotation. It is understood that the bridge crew operator will be requested on the appropriate projects for safety reasons.

Section 3. Continuation of Work

Extension of daily time is continuing work on the same project on a workday after normal work hours. This event does not qualify for the call out requirement. However, if continuation of work exceeds the 4 to 5 hours (depending on time of year) call out time, then said overtime would be considered as call out time for the purpose of the overtime list rotation as found in the previous section.

ARTICLE 15

Discipline and Discharge

- (A) No employee shall be subject to discipline, suspension or discharge except for good cause. This provision in no way limits employer's authority to lay off employees as stated in Article 10.
- (B) "Good cause" shall include, but shall not be limited to, violations of work rules, regulations or policies established by employer. "Good cause" shall also include any action which is so deleterious to efficient County operations or to public interest that discipline, suspension or discharge could reasonably be expected to result.

Causes for termination shall include, but shall not be limited to:

- (1) Falsification of an employment application to obtain employment;
- (2) The knowing violation of a reasonable and uniformly enforced rule of the County;
- (3) Unsatisfactory attendance without good cause for such absences or tardiness;
- (4) Damage of the County's property through willful negligence;
- (5) Refusing to obey instructions;
- (6) Reporting to work under the influence of alcohol or drugs, or consuming the same while on the job premises during work hours;
- (7) Conduct endangering safety of self or co-workers;
- (8) Theft of County property or services;
- (9) The conviction of a misdemeanor or felony by court of competent jurisdiction;
- (10) Any breach of a duty in connection with work which is reasonably owed to the employer by the employee.
- (11) Failure to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other dangerous materials. To this end, the County prohibits the control, possession, transfer, sale, or use of these materials on its premises. The County requires the cooperation of all employees in administering this policy.

(12) Failure to pass an alcohol or drug test. However, at Management's discretion, employee, at the employee's expense, may be allowed to complete DOT approved drug treatment plan. Completion of the drug treatment plan may lessen disciplinary action. Failure to seek or complete treatment in a timely manner is cause for termination.

(C) Disciplinary measures may include:

A record of any disciplinary action shall be kept in the personnel file. Future notice of suspension or discharge must be given in writing and a copy of the written notice shall be retained in the employee's personnel file.

Monroe County reserves the right to decide upon the appropriate response to employee misconduct or unsatisfactory performance. Disciplinary actions will be considered in any order or combination of measures, on a case-by-case basis. Disciplinary measures may include, but are not limited to, mandated counseling/training, oral reprimand, warning, written reprimand, demotion, suspension without pay, or termination, based on all relevant circumstances. The purpose of discipline is to provide Management with the opportunity to put employees on notice that their conduct is unsatisfactory so that they may have an opportunity to correct or improve their conduct and/or performance.

Any disciplinary measure imposed upon an employee may be processed as a grievance. If employer can do so without jeopardizing the safety of other employees and the public and without interfering with the work at hand, employer shall reprimand an employee in a manner which will not embarrass the employee before other employees or the public.

ARTICLE 16

Grievance Procedure

(A) A grievance is any dispute between the parties, the employer, and an employee or employees in the CBU concerning the meaning, interpretation, or application of this Agreement. The procedure set forth herein shall be the sole and exclusive forum for adjustment of dispute arising under this Agreement.

(B) Any grievance not appealed to the next step within the time limits specified will be considered settled on the basis of the last answer by the employer. Any grievance not initiated within the time limits specified shall be deemed to have been waived and not subject to the grievance procedure. Time limits may be extended only by written mutual agreement of the parties.

(C) Hearings and conferences held under this procedure shall be conducted at times set by the CBU representative involved. If such times are during the employee's normal working hours, he/she shall be compensated for the time spent at said hearing or conference at his/her normal rate of pay. If the times set are outside his/her normal working hours, he/she shall not be compensated by employer.

(D) Grievances will be processed as follows:

(1) The grievance will be presented in writing by the employee and the CBU representative to Management within seven (7) calendar days of the occurrence. Management will reply to the grievance in writing within seven (7) calendar days, not including the date of presentation. Management may schedule hearings or conferences on the grievance. If Management fails to reply to the grievance within seven (7) calendar days, the employee shall present the grievance to employer or his designee within seven (7) calendar days of the last date on which Management could have replied. If the seventh day falls upon a day where work is not scheduled then the response is required the first working day after seven (7) calendar days.

(2) If the grievance is not settled in Step 1, the grievance shall be appealed to the employer or his designee. The "employer or his designee" shall be the President of the Board of Commissioners unless and until said President notifies the CBU representative in writing that another official has been appointed to hear grievances. Such appeal shall be made in writing within five (5) working days after the response of Management was made. The employer or his designee may schedule hearings or conferences on the grievance. If the employer or his designee fails to reply to the grievance within eight (8) working days, or if the answer is unsatisfactory, the employee may request arbitration as set forth in Paragraph 3.

(3) If the grievance is not settled in Step 2, the CBU representative may request arbitration by providing employer with written notice of the request within seven (7) calendar days of the

Step 2 response. Thereafter, the employer or his designee and the CBU representative shall attempt to select a mutually agreeable arbitrator within seven (7) calendar days of the request for arbitration. If an arbitrator cannot be selected by mutual agreement, then the parties shall be selected by mutual agreement, then the parties shall request the American Arbitration Association Service to provide a panel of four (4) names from which an arbitrator shall be selected. The CBU representative shall strike the first name. Next, the employer or his designee shall strike a name from the list. The process will be repeated and the remaining arbitrator from the list shall serve as arbitrator. The arbitrator shall have the power and duty to:

- (a) hold hearings or conferences on the grievance;
- (b) make necessary investigations;
- (c) make findings of fact; and
- (d) render a binding award on the grievance.

The arbitrator shall have no authority to:

- (a) delete from, add to, or modify any provision of this Agreement;
- (b) make any decision which would order employer to perform an action which is inconsistent with the law; and
- (c) make any award or decision which references itself to or is based upon any law, rule, regulation, or past practice not explicitly found in this Agreement.

The arbitrator shall be requested to issue the decision within thirty (30) days of the hearing or investigation and the cost and expenses for the arbitrator's services and the proceedings shall be borne by the unsuccessful party.

ARTICLE 17

Non-discrimination

EQUAL EMPLOYMENT OPPORTUNITY

Monroe County is an equal opportunity employer. It is the County's policy to treat all employees and applicants for employment equally according to their individual qualifications, abilities, experience, and other employment standards. The County does not discriminate on the basis of age, color, disability, ethnicity, gender, national origin, race, religion, veteran status, genetic information, or any other legally protected classification. This policy of non-discrimination applies to all terms and conditions of employment, including but not limited to recruiting, hiring, promotion, training, transfer, compensation and discharge. It is the County's policy to comply with all applicable Federal, State and local laws governing employment. All position vacancy notices, postings, advertisements, and recruiting literature shall contain the phrase "An Equal Opportunity Employer."

Any employee with questions or concerns about any type of discrimination in the workplace shall bring these issues to the attention of their elected official, department head, or the Employee Services Department. Employees may raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

(Notice of Job Opening Form)

AMERICANS WITH DISABILITIES ACT (ADA)

It is the intent and policy of the County that qualified individuals with disabilities participate in and receive the benefit of the services, programs or activities of the County. It is the policy of the County not to discriminate against a qualified individual with a disability in: job application procedures; the hiring, advancement or discharge of employees; employee compensation; job training, and other terms, conditions and privileges of employment. It is the intent of the County to comply with all applicable requirements of the Americans with Disabilities Act (ADA).

Monroe County will reasonably accommodate persons with a disability on a case-by-case basis, which may include making facilities readily accessible to individuals with a disability, restructuring jobs, modifying work schedules, modifying equipment, or similar accommodations. Employees who wish to request an accommodation are advised to contact the Employee Services Department to obtain ADA forms for processing. **Completed forms will be returned to the Employee Services Department with a copy forwarded to Management responsible for the employee.** Any employee who believes he or she has received treatment inconsistent with this policy or with any requirement of the ADA may file a complaint within one hundred eighty (180) days of the date of the alleged discriminatory act or practice with the Employee Services Department, the Monroe County Legal Department or the Equal Employment Opportunity

Commission.

(Reasonable Accommodation Request Form; Medical Review Form)

HIPAA

Monroe County is compliant with applicable requirements and standards of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and has established guidelines regarding the privacy of individually identifiable health information accordingly.

Monroe County has designated the Employee Services Department as the County’s “privacy official” who is responsible for developing and implementing privacy policies and procedures; and the Employee Services Department is the contact person who is responsible for receiving complaints regarding compliance.

All County HIPAA inquiries shall be directed to the Employee Services Department located in the Courthouse.

POLICY PROHIBITING HARASSMENT

It is the policy of the County to provide all elected officials, employees, volunteers, and those with whom we consult and work, an environment, which is safe, comfortable, and free of harassment. It is the County’s policy to prohibit all forms of harassment on County time and County property, including harassment based on age, color, disability, ethnicity, gender, sexual orientation, national origin, race, religion, veteran status, housing status, or any other legally-protected classification. All elected officials, employees, volunteers and those with whom we consult with and work are responsible for complying with the County’s policy prohibiting harassment.

A. Harassment means any unwelcome or offensive conduct, whether written, verbal or physical, which is:

- 1.** Directed at or to a person because of the person’s age, color, disability, ethnicity, gender, sexual orientation, national origin, race, religion, or veteran status, housing status, or other legally protected classification; or,
- 2.** Directed toward any person concerning an individual, or a class of individuals, because of the age, color, disability, ethnicity, gender, sexual orientation, national origin, race, religion, veteran status, or housing status of the individual or class of individuals. For example, racial or ethnic slurs or derogatory epithets are prohibited in the workplace, regardless of whether a member of the racial or ethnic group is present when the statement is made.

Harassment does not refer to occasional compliments or other statements of a socially - acceptable nature. Harassment refers to behavior which is unwelcome and which is so offensive

and/or persistent as to create, or have the potential of creating, an intimidating, hostile, or offensive working environment for any person.

B. Sexual harassment may include the following:

1. Offensive or unwelcome sexual flirtations, advances or propositions, communicated verbally, by touch, or in writing, including texting and all forms of electronic communication;
2. Obscene or sexually suggestive comments about a person's body or appearance;
3. The use of "off color" language or "dirty jokes";
4. Printed or electronic display or transmission of sexually explicit photographs, drawings, greeting cards, articles, books, magazines, messages, cartoons, or any other image;
5. Electronic messaging, including but not limited to, emails, blogs, chat rooms, etc.
6. Conduct with sexual implication that has the purpose or the effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment;
7. Unwelcome or unnecessary touching of any part of another's body;
8. Sexually degrading words to describe a person or a group of people;
9. Slurs, threats, repeated commands or other offensive verbal or physical conduct relating to a person's sex or sexual orientation.

C. This policy applies to all full-time, part-time, and temporary employees and to elected officials, department heads, volunteers, and to those with whom we consult and work.

D. It is a violation of this policy to use an individual's submission to or rejection of harassing conduct as the basis for any employment decision affecting the individual. Retaliation towards a person who reports harassment is strictly prohibited.

E. Persons who believe they have been subjected to, witnessed, or been made aware of harassment shall promptly report the harassment to their elected or appointed department head, the Employee Services Department, or the Monroe County Legal Department and complete a Harassment Complaint Form. The best time to register a complaint is immediately after the act occurs. The completed Harassment Complaint Form shall be turned into the appropriate elected official, department head, the Employee Services Department, or the Monroe County Legal Department.

1. If the department head is the subject of the harassment complaint, the person may submit the completed form to the elected official responsible for that department head, the Employee Services Department, and the Monroe County Legal Department.
2. If the elected official is the subject of the harassment complaint, the person may submit the completed Harassment Complaint Form to the Employee Services Department, the Monroe County Commissioners, the Board of Judges, or the Monroe

County Legal Department. The Monroe County Legal Department and the Employee Services Department must be provided a copy of each completed Harassment Complaint Form.

F. All persons who observe or otherwise learn of or have reason to suspect any conduct which may violate this policy shall promptly report such facts to their elected official, department head, the Employee Services Department or the Monroe County Legal Department, and shall cooperate fully in any investigation or disciplinary action undertaken pursuant to this policy. Failure to comply with this section shall be grounds for appropriate disciplinary action, up to and including termination or replacement, as allowed by law.

G. The elected official, department head, or the Employee Services Department, with assistance from the Monroe County Legal Department, shall conduct a prompt and careful investigation. The investigation may include interviews with all persons having direct knowledge of the unwelcome behavior, including the person who made the complaint, the person accused of sexual or other harassment, and other potential witnesses.

H. At the conclusion of the investigation, the elected official, department head, Employee Services Department, or other investigator will review the findings with the person(s) who made the complaint. If the investigation reveals that the complaint is factual, appropriate corrective action will be taken to prevent the harassment from occurring again, up to and including discharge of any person believed to be guilty of harassment, as allowed by law. In any case, particularly in situations where the facts uncovered during the investigation are inconclusive or unclear, the County will ensure that all parties are reacquainted with the policy prohibiting sexual or other harassment at work.

I. Monroe County will take reasonable steps to keep the complaint confidential and, to the extent possible, maintain the privacy of the persons involved. Monroe County, however, cannot guarantee confidentiality.

J. Monroe County takes this harassment policy very seriously and will make all reasonable efforts to educate its elected officials, employees, volunteers and those with whom we consult and work about this policy. Every new elected official, employee, volunteer, and those with whom we work will be provided a copy of the policy when hired or retained. If the policy is amended, copies of the amendments will be provided. All employees are expected to annually review the Personnel Policy Handbook.

K. Monroe County also recognizes that careful consideration must be given to questions regarding whether a particular action or incident is purely personal or social without any discriminatory effect. False accusations of harassment can have devastating effects on the lives and reputations of innocent people; therefore, the County may discipline, up to and including termination of employment, those employees who are proved to have intentionally, maliciously, and wrongly accused others of harassment. Appropriate legal action may be taken against elected officials, volunteers, and those with whom we consult

and work who are proved to have intentionally, maliciously, and wrongly accused others of sexual harassment.

L. Prevention is the best policy for the elimination of harassment. Elected officials, employees, volunteers, and those with whom we work and consult shall be aware of this harassment policy at all times and seek to avoid creating conditions that encourage such activity.

M. Sexual and other forms of harassment by any person may result in personal legal and financial responsibility for the offender. (*Harassment Complaint Form*)

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ARTICLE 18

Work Stoppages

It is unlawful for any public employee, public employee organization or any affiliate including, but not limited to, State or National affiliate, to take part, assist or advocate a strike against a public employer. County may, in an action at law, suit in equity or other proper proceeding, take action against any public employee organization, any affiliate thereof, or any person aiding or abetting in a strike for redress of such unlawful act. County shall not pay any public employee for any day when the public employee fails, as a result of a strike, to report for work. When any exclusive representative engages in a strike, or aids or abets therein, it shall lose its dues deduction privilege for a period of one (1) year.

ARTICLE 19

Contracting and Subcontracting of Highway

To the extent allowed by State and Federal law, during the term of this Agreement, the employer may contract out or subcontract any public work. Contracting out or subcontracting any public work shall not adversely affect the employees in the CBU. . In the event this work is needed, the employees in the bargaining unit will not be affected by layoff or termination.

ARTICLE 20

Compensation

Section 1. Wages

- (A) When any position not listed on the wage schedule is established, the employer may designate a job classification and rate structure for the position. In the event the CBU does not agree that the classification and rate are proper, the CBU shall have the right to submit the issue as a grievance at Step 3 of the grievance procedure.

Employees shall be placed on the pay grid based upon the number of complete and uninterrupted years of service with the County.

- (B) The salaries and wages of employees shall be paid bi-weekly.
- (C) The following job classification shall be considered a part of the bargaining unit:

Master Mechanic, Equipment Operator, Equipment Operator/Bridge Crew, Mechanic Light Equipment Operator, Truck Driver, Truck Driver/Bridge Crew, Signman, and Laborer.

The following job Classifications shall be considered part of the CBU at this time: Fleet Maintenance Coordinator and Communications/ Manager. The parties agree to reevaluate each position to determine if they meet the criteria in Article 1, any change to these positions CBU status would not occur until a vacancy exists in the respective position.

- (D) All classifications will be allowed to work on overtime snow removal and other emergencies on a rotating basis as established by management.
- (E), if an employee is directed to operate a piece of machinery that he/she has never operated, he will be given one week training period and up to four (4) days trail period ;
- (F) The hourly rates of pay for the CBU are found in the approved Salary Ordinance for each year. The salary grids include compensation Step increase levels for CBU employees based on years of service. Employees will attain a new compensation step increase level on the first day of the pay period which includes the anniversary of their most recent full-time hire date. The compensation step increase schedule is outlined within the Salary ordinance.
- (G) CBU employees will receive longevity payments in accordance the language outlined within the Salary ordinance for each year.

(H) The above step pay scale shall be increased if the general employee population are given increases in wages. Wages shall be increased in the same manner as the general employee population. Note that the general employee population does not include employees whose wages are determined or directly influenced by non-Monroe County entities, for example Probation Officers and Public Defenders. The salary grid shall be included in the Monroe County Salary Ordinance.

(I) Longevity increases will be awarded to employees on the anniversary date occurring in the appropriate year.

Section 2. Annual Clothing Allowance

Employees shall be annually allowed a monetary allowance for clothing necessities related to their job performance of twelve hundred fifty dollars (\$1,250.00). The clothing allowance payments shall be made in two (2) installments. The first installment shall be paid in the last pay period in January and the second installment shall be paid in the last pay period in July. This payment will not be prorated for new hires.

Clothing allowance payments are to reimburse the employee for the reasonably approximate amount of expenses the employee incurs within a six (6) month period for clothing necessities used to further the employer's interest.

Upon termination of employment, employees shall make arrangements with the Monroe County Auditor to return the County a prorated portion of their clothing allowance received. Clothing allowance payments shall be prorated on a monthly basis for the purpose of computation of repayment upon termination.

No Clothing allowance payments will be made other than as outlined in this paragraph.

Section 3. Tool Allowance for Mechanics

Those employees classified as mechanics or master mechanics shall be annually allowed a tool allowance of one thousand dollars (\$1,000) per year. The tool allowance payments shall be made in two (2) installments. The first installment shall be paid in the last pay period in January and the second installment shall be paid in the last pay period in July.

The tool allowance payments are to reimburse the employee for the reasonably approximate amount of expenses the employee incurs within a six (6) month period for tool necessities used to further the employer's interest.

Upon termination of employment, employees shall make arrangements with Monroe County Auditor to return to the County a prorated portion of their clothing allowance received. Tool allowance payments shall be prorated on a monthly basis for the purpose of computation of repayment upon termination.

No tool allowance payments will be made other than as outlined in this paragraph.

Section 5. Snow and Ice Removal additional pay.

The County recognizes the required employee availability during the snow and ice season due to the unpredictability of the weather. If the County Council appropriates the funding specifically for snow and ice removal in the Highway Department budget, the CBU and County agree that each employee shall get an equal portion of that amount, up to \$1,300 per employee. Such payment shall be distributed to each CBU employee as a lump sum during the first pay cycle in April. In the event the employee begins work as a CBU employee after December 1st, or ends work prior to March 31st, that employee shall receive a prorated share based upon the time worked between December 1 through March 31. This pay is compensation for the CBU Employees required availability.

ARTICLE 21

Saving Clause

In the event any Article, Section or Portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section or Portion thereof specifically specified in the court's decision; and upon issuance of such a decision, the employer and the CBU agree to attempt to negotiate a substitute for the invalidated Article, Section or Portion thereof.

In the year prior to the date set for the expiration of this Agreement, the parties agree to commence negotiations for a new Agreement by May 1st.

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Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

This agreement is to review the Current County Jail prepare a feasibility study of possible alternatives to the construction or reconstruction of the county jail. This is required under Indiana Code 36-1-18-19. After completion, the County will hold a public hearing on this feasibility study.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="TBD"/>	<input type="text" value="TBD"/>	<input type="text" value="40,000"/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

28 September, 2023

Monroe County Board of Commissioners
100 W Kirkwood Ave, #322
Bloomington, IN 47404

RE: Monroe County Jail – Feasibility Study (Existing First Floor)

Dear Commissioners,

RQAW Corporation (RQAW) is pleased to have the opportunity to offer our proposal for the Feasibility Study of the for the Monroe County Jail. We trust this proposal meets with your approval.

A. Scope of Services

1. Inventory and assessment of current building’s systems, space, staffing and other elements necessary to complete the assessment
2. Data gathering and analysis necessary to define scope and needs
3. Estimated total project costs for a proposed scope of work including likely hard costs and soft costs
4. Provide an Estimated Project Schedule
5. Preparation of a final report with recommendations

B. Professional Services

1. Architectural Programming/Space Needs Analysis/Feasibility Study
2. Security/Detention Consulting and Planning
3. Civil, architectural, structural, mechanical, electrical engineering evaluation of existing facilities

C. Anticipated Work Elements

Phase I: Strategic Planning

1. **Step 1: Planning Process/Methodology**

The primary objective of the first step of the Study is to provide organization for the process while establishing the goals and direction the County wishes to take in the development of the Study.

 - a. Organization/Communication - the Study team shall:
 1. Organize the planning committee (County and Planning Team)
 2. Development reporting and accounting procedures for all aspects of the project
 3. Confirm the scope of the Study
 4. Establish a preliminary schedule
 5. Develop a mission statement for the proposed facilities
 6. Develop short- and long-range planning goals.

2. **Step 2: Data Collection**

The primary objective of the second step of the Study is to collect and summarize the data and establish the space needs to determine the detailed architectural program for each element of the project. During this step, a facility analysis will be conducted to inventory and assess the current building's systems, space, staffing, and other elements necessary to complete the assessment. It will also be important to understand the operations and challenges of the existing facility and utilize this information as a planning tool for the proposed use of the facility. The following items will be addressed:

- a. Develop criteria to be utilized to determine the scale of the space needs, capacity, and services required. Elements to consider include:
 - 1. Interview key criminal justice personnel.
 - 2. Review previous research studies
 - 3. Collect applicable statistics.
 - 4. Review current policies and procedures regarding operations.
 - 5. Inventory personnel/staffing

3. **Step 3: Facility Criteria**

The primary objective of the third step is to compile the data collected in Step 2 into an architectural program that begins to establish the scope of the proposed project. Size, site, character, and cost will be developed in this step.

- a. Facility Evaluation/Program
 - 1. Review existing facilities and document existing functional and code related deficiencies
 - 2. Determine operational philosophy of the facility
 - 3. Determine needs/components
 - 4. Establish relationship of components
 - 5. Determine spatial requirements and establish optimum square footage
 - 6. Develop detailed architectural program
 - 7. Compare existing space available versus the project future needs
- b. Review and evaluate the existing facilities' ability (or inability) to accommodate the program
 - 1. Determine future expansion capabilities, or lack thereof
 - 2. Review standards to which any renovation, renovation/addition must conform. Determine the relative impact on conformance with ACA standards as compared to local state jail standards.
 - 3. Perform an analysis of all correctional processes
 - a) Determine where updated processes and procedures may provide efficiencies and cost savings
- c. Conceptual Master Plan – Develop conceptual drawings utilizing criteria established above to illustrate:
 - 1. Renovation and expansion of portions of the existing jail
 - 2. Develop short-term solutions
 - 3. Develop long-term solutions
 - 4. Develop approach to phasing construction, if required.
- d. Project Cost Analyses –Prepare cost analyses of the preferred option reflecting all costs associated with the solution, including:
 - 1. Demolition
 - 2. Utility relocation/upgrade



- 3. Construction costs
- 4. Furnishings and equipment
- 5. Professional compensation
- 6. Develop expense of phased construction and/or inflation factors required because of deferred construction periods.

4. **Step 4: Preliminary/Final Report**

This step is extremely important to the Study Team. It provides the first assemblage of all data accumulated and summary recommendations for the original goals and objectives of the Study for review prior to final recommendations and presentation of the Study document.

- a. Present Final Report to the Commissioners

D. **Assumptions** – The following assumptions have been made in the preparation of this proposal:

- 1. The Owner will provide project goals.
- 2. The Owner will provide as-built plans and specifications of the existing building.
- 3. The Owner will facilitate the completion of the architectural programming questionnaire forms
- 5. The Owner will assist RQAW in compiling historical and statistical information of County, jail, courts, and other records
- 6. County officials, department heads, and designated staff will be available for interviews, official input, and review of information prepared by the planning team
- 7. The Owner will designate a committee and a single point of contact to work with RQAW during this process

E. **Project Schedule**

RQAW is prepared to begin work immediately following your authorization to proceed and proposes to complete the work per the following schedule:

Step 1 Planning Phase/Methodology	1 week
Step 2 Data Collection/Space Evaluation	2 weeks
Step 3 Facility Criteria Development/Conceptual Design	2 weeks
Step 4 Cost Estimation	1 week
Step 5 Preliminary/Final Report	2 weeks

F. **Project Fee**

- 1. For the scope of services and schedule outlined above, RQAW proposes a fee of **\$40,000 (lump sum)**. This fee includes all professional fees.
- 2. The fee will be invoiced monthly in proportion to the work completed. All invoices not paid within sixty (60) days will bear interest at 1-1/2% monthly.



- 3. Reimbursable Expenses for travel and printing will be invoiced separately at their direct cost plus 10%. Estimated cost of reimbursables is **INCLUDED IN FEE ABOVE**

AUTHORIZATION

If our proposal and the attached terms and conditions are acceptable, your authorization can be given by returning a signed copy of the proposal. This proposal is valid for a period of 30 days from the date of issuance.

RQAW appreciates the opportunity to offer our services to you. RQAW’s goal is to establish and retain long-term relationships with our clients by meeting both current and future needs. Upon your consideration, RQAW is hopeful that you will find this proposal to be satisfactory.

Sincerely,
RQAW Corporation

Rebecca Dixon
Director of Architecture

Attachment: General Terms and Conditions

Accepted by: _____
RQAW Corporation

Accepted by: _____
Monroe County

Date: _____

Date: _____



General Terms and Conditions

These terms are agreed to by RQAW Corporation, 8770 North Street, Suite 100, Fishers, IN 46038 (RQAW) and Monroe County ("Client") and apply to the project described in RQAW's fee proposal dated September 28, 2023 ("Project").

1. **Standard of Care.** RQAW shall perform its services consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances. RQAW shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
2. **Payment.** RQAW shall submit invoices to Client on a monthly basis. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due RQAW for services within 30 days after receipt of RQAW's invoice, then RQAW may, after giving seven days' written notice, suspend services until RQAW has been paid in full all amounts due on the Project. If Client disputes an invoice, either as to amount or entitlement, Client shall promptly advise RQAW in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
3. **Insurance.** RQAW shall maintain general, automobile, workers compensation, and professional liability policies throughout the duration of the project. If requested, RQAW will provide proof of insurance to the Client.
4. **Jobsite Safety.** RQAW shall not at any time supervise, direct, control, or have authority over any constructor's work, nor shall RQAW have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a constructor to comply with laws and regulations applicable to such constructor's furnishing and performing of its work. RQAW shall not be responsible for the acts or omissions of any constructor.
5. **Ownership of Documents.** All documents prepared or furnished by RQAW are instruments of service, and RQAW retains an ownership and property interest (including the copyright and right of reuse) in such documents, whether or not the Project is completed. Upon receipt by RQAW of full payment for services provided on the Project, Client shall have a limited license to use the documents on the Project and extensions of the Project, subject to the following limitations:
 - a. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by RQAW, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by RQAW.
 - b. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by RQAW, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to RQAW or to its officers, directors, members, partners, agents, employees, and consultants.
6. **Limit of Liability.** To the fullest extent permitted by law, Client and RQAW (1) waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement and (2) agree that RQAW's total liability to Client for this Project, for any claim, damages, liability, or cost arising in any way from the Project, including those arising from negligence, shall be limited to \$50,000 or the total amount of compensation received by RQAW for the Project, whichever is greater. These terms are governed by the law of the state in which the Project is located.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

This agreement to develop design plans, bid documents, and inspection services for replacement of the Convention Center Cooling tower and Elevator.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="APRA"/>	<input type="text" value="8950"/>	<input type="text" value="Not to exceed \$103,750"/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:



Corporate Headquarters
8770 North St., Ste. 110
Fishers, IN 46038
317.588.1798

September 15, 2023
Revised October 11, 2023

Richard Crider
Facilities and Fleet Manager
Monroe County Government
100 W Kirkwood Ave Rm 100
Bloomington, IN 47404

RE: Monroe County Convention Center – Cooling Tower & Elevator upgrades

Dear Mr. Crider:

RQAW Corporation (RQAW) is pleased to have the opportunity to offer our proposal for the design Monroe County Convention Centers Cooling Tower and Elevator upgrades. We trust this proposal meets with your approval.

- A. **Scope of Services** – The following items make up the scope of services anticipated for the project:
1. Cooling Tower
 - a. Document relevant existing conditions in Autodesk Revit utilizing Owner provided “As-Built” document.
 - b. Review and survey the installation at the Convention Center of the existing outdoor cooling tower and existing service elevator.
 - c. Develop Contract Documents including design documents and specifications for the purpose of building the project.
 - d. The Mechanical (HVAC) renovation will include upgrading the outdoor cooling tower, (3) pumps (CP-1, CP-2, 40HP Cooling Tower Pump), and associated exterior and interior piping, valves, and gages. Modifications to the present chilled water system as required to support the revised cooling tower system.
 - e. The existing electrical feeders, disconnect switches, and breakers serving cooling tower shall be demolished back to source.
 - f. New electrical feeders, disconnect switches, and breakers shall be provided to serve the new cooling tower.
 - g. The goal of the renovation is to complete the HVAC modifications, cooling tower installation and revised electrical system associated with new cooling tower equipment with minimal disruption of the building usage and services.
 - h. The design will provide a more energy efficient, dependable cooling tower system, and meeting the latest ASHRAE 90.1 publication.
 2. Service Elevator
 - a. Update existing light fixtures located in the elevator pit and elevator machine room with LED equivalent.



- b. Utilize existing electrical power distribution system to serve new equipment for service elevator.
 - c. Replace existing fused disconnects that will serve new elevator equipment.
 - d. Demolish existing elevator controllers and associated step-down transformers.
 - e. Connect new 120V disconnects for elevator cab lighting circuit to nearest 120/208V electrical panel.
 - f. Seal all penetrations in elevator machine room.
 - g. Ensure elevator and elevator machine room meet 2008 NFPA 70 code.
3. Not Included in RQAW's Scope:
- a. Site Civil and Structural Engineering
 - b. Architecture Design
4. Estimated Construction Cost:
- a. The estimated construction budget range is \$840,000 to \$1,140,000 base bid.
 - a. Cooling Tower, (3) pumps, and exterior piping = \$500,000 to \$650,000.
 - b. Service Elevator = \$300,000 to 350,000.
 - c. Electrical upgrades = \$40,000
5. **Bidding Phase** – RQAW will seek bids from interested contractors and make every reasonable effort to receive as many bids as possible to achieve the most favorable bids for the Owner.
- a. Answer bidders' questions
 - b. Issue addenda as required
 - c. Facilitate a pre-bid conference with all bidders
 - d. Assist the Owner in evaluating the bids received
6. **RQAW** will provide Construction Administration services, answering project RFI's, reviewing shop drawings, and (3) visits to the site during construction. The estimated construction time for the project is 12-16 months.
- B. **Assumptions** – The following assumptions have been made in the preparation of this proposal:
1. The scope listed above will be public bid to mechanical and electrical contractors.
 2. There are no changes expected to the building floor plans. If floor plan revisions are required, RQAW will provide the required the Architectural scope as an additional service.
 3. Life Safety Plans for the facility are not required, the building usage and life safety requirements remain unchanged.
 4. The building's utilities: existing gas and electric services are assumed to have the capacity for the renovation.
 5. Existing elevator's 480Y/277V, 3 phase power feed will be utilized to serve new elevator equipment.
 6. The new motors and associated equipment for service elevator will match existing 40HP motor.
 7. Existing electrical distribution has sufficient capacity to supply power to new elevators.
 8. Existing emergency generator provides a reliable source of standby power.
 9. Existing fire protection meets current NFPA and Indiana building codes.



10. Existing information to be provided by the Owner: existing construction documents, arc fault study, utility information, etc.
11. Construction will begin in June of 2024.

C. Professional Services – The services outlined in this proposal include the following:

1. RQAW will provide all Mechanical, Electrical, and Plumbing engineering services required for this project.

D. Anticipated Work Elements

1. Project Coordination/Kickoff

- a. Coordinate initial project team kickoff meeting with all design professionals, and Owner representatives.
- b. Coordinate project set-up and review outcome of preliminary design.

2. Preliminary Design

- a. Review the existing buildings HVAC system, service elevator, and review existing building plans (if available).
- b. Document existing field conditions
- c. Develop Mechanical, Electrical, and Plumbing preliminary design drawings.
- d. Develop preliminary cost estimate.
- e. Review the preliminary design documents with the following:

- 1) Owner
- 2) One (1) set of Owner requested revisions shall be made to preliminary design documents following the Owner's review for approval.

3. Final Design - Prepare the final design and construction document for bidding and construction consisting of the following:

- a. Mechanical (HVAC) Drawings
 - 1) Floor plans
 - 2) Equipment Schedules, Diagrams, and Details
- b. Electrical Drawings
 - 1) Electrical Site Plan
 - 2) Floor plans
 - 3) Panel Schedule and details
- c. Plumbing Drawings (as required)
 - 1) Floor plans
 - 2) Panel Schedule and details
- d. Specifications for the following
 - 1) Mechanical (HVAC) Systems
 - 2) Electrical Systems



3) Plumbing Systems (as required)

4. **Bidding/Negotiation Phase** – RQAW will seek bids from interested contractors and make every reasonable effort to obtain as many bids as possible to obtain the most favorable bids for the Owner.
 - a. Release plans to interested bidders.
 - b. Answer bidders' questions.
 - c. Issue addenda as required.
 - d. Attend a "pre-bid" conference with all bidders.
 - e. Assist the Owner in evaluating the bids received.
5. **Construction Administration Phase** – RQAW will observe project construction. RQAW will review the construction work for compliance with the intent of the construction documents and review shop drawings and answer questions from contractors as required.
 - a. Conduct a pre-construction conference.
 - b. Answer contractors' questions during construction.
 - c. Review shop drawings and submittals
 - 1) As requested by Owner
 - d. Review and approve pay applications.
 - e. Prepare change orders if required.
 - f. Perform three (3) site visits and construction observations.
 - g. Assist the Owner with final inspection and punch-list development.

E. Owner Responsibilities

1. Provide as-built plans and specifications of existing building.
2. Sign-off on preliminary design documents prior to RQAW proceeding into the final design phase.

F. Project Schedule – RQAW is prepared to begin work immediately following your authorization to proceed and proposes to complete the work per the following schedule:

- | | |
|---|--------------|
| 1. Additional Review of Existing Conditions | 14 days |
| 2. Project Coordination/Kickoff | 1 day |
| 3. Preliminary Design | 30 days |
| 4. Final Design | 60 days |
| 5. Bidding | 14 days |
| 6. Construction Administration | 12-18 months |

G. Project Fee

1. In consideration of the scope of services and schedule described above, RQAW proposes the fee outlined below. This fee includes all professional fees.
2. The fee will be invoiced monthly in proportion to the work completed. All invoices not paid within thirty (30) days shall bear interest at 1-1/2% monthly.



3. The total fee for **Monroe Co. Convention Center – Cooling Tower & Elevator Upgrades** will be:

Phase Breakdown

Preliminary Design – 21%	\$21,250
Final Design – 42%	\$42,500
Bidding – 20%	\$20,000
Construction Administration – 17%	\$17,000
Total Fee	\$100,750

Fee Breakdown

RQAW - MEP fee:	\$81,200
VGA Elevator Consultant fee:	\$19,550

4. Reimbursable Expenses: Actual expenditures made by RQAW and RQAW's employees in the interest of the project for the following expenses will be invoiced in addition to the fee noted above.
- Transportation in connection with the project
 - Expense of bidding documents, printing, postage, and handling of drawings.
 - Expense of state filing fees for review of agencies having jurisdiction over the project.

Anticipated Reimbursable Expenses Total \$3,000 (not to exceed)

AUTHORIZATION

This proposal is valid for a period of thirty (30) days from the date of issuance. If it is acceptable, please return a signed copy of the attached agreement to our office. Receipt of an executed agreement will serve as our notice to proceed.

RQAW appreciates the opportunity to offer our services to you. RQAW's goal is to establish and retain long-term relationships with our clients by meeting both their current and future needs.

Sincerely,
 RQAW Corporation

A handwritten signature in black ink that reads 'Justin Barth'. The signature is written in a cursive, flowing style.

Dustin Barth
 Project Manager

Attachment EJCDC Short-Form Agreement

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of the date of the latest required signature below ("Effective Date") between Monroe County Board of Commissioners ("Owner") and RQAW Corporation ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Monroe County Convention Center Cooling Tower & Elevator Upgrades ("Project").

Engineer's services under this Agreement are generally identified as follows: See Engineer's fee proposal dated October 11, 2023, attached as Exhibit 1 ("Services").

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: See Exhibit 1 for Schedule. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then ~~(1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition~~ Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment*

- A. Owner shall pay Engineer for Services as follows:
 - 1. A Lump Sum amount of **\$100,750** per the distribution shown in Exhibit 1.
 - 2. In addition to the Lump Sum amount, reimbursement for expenses as described in Exhibit 1, not to exceed **\$3,000**.
- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to ~~the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.~~ **a fee to be negotiated at the time such Additional Services are requested.**

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to **\$50,000** or the total amount of compensation received by Engineer, whichever is greater.

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- M. If the project is constructed, Owner shall require the general contractor to purchase and maintain general liability insurance for the Project and to cause Engineer and Engineer's Consultants to be listed as additional insureds on a primary and non-contributory basis with respect to such liability insurance.**
- N. No Investment in Iran. As required by IC 5-22-16.5, the Engineer certifies that the Engineer is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.**
- O. Employment Eligibility Verification. The Engineer affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien. The Engineer shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Engineer is not required to participate should the E-Verify program cease to exist. Additionally, the Engineer is not required to participate if the Engineer is self-employed and does not employ any employees. The Engineer shall not knowingly employ or contract with an unauthorized alien. The Engineer shall not retain an employee or contract with a person that the Engineer subsequently learns is an unauthorized alien. The Engineer shall require its consultants who perform work under this Agreement to certify to the Engineer that the consultant does not knowingly employ or contract with an unauthorized alien and that consultant has enrolled and is participating in the E-Verify program. The Engineer agrees to maintain this certification throughout the duration of the term of a contract with a consultant. The Owner may terminate for default if the Engineer fails to cure a breach of this provision no later than 30 days after being notified by the Owner.**

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner’s work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments:*

Exhibit 1: Engineer’s fee proposal dated October 11, 2023

- Remainder of this page intentionally left blank. Signature page follows -

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Monroe County Board of Commissioners

Engineer: RQAW Corporation

By: _____
Print name: Elizabeth Lee Jones

By: Troy Woodruff
Print name: Troy woodruff

By: _____
Print name: Julie Thomas

Title: President
Date Signed: 10/12/2023

By: _____
Print name: Penny Githens

Date Signed: _____

Address for Owner's receipt of notices:
Richard Crider
100 W. Kirkwood Ave., 3rd Floor
Bloomington, IN 47404

Address for Engineer's receipt of notices:
8770 North Street, Suite 110
Fishers, IN 46038



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

The County and property owner had a conclusive Mediation Session. In order to complete the settlement the Commissioners need to approve the Agree Findings and Judgment. The agreement will not require additional funds to be spent as funds have been deposited with the Court previously.

The final document has not been completed as of the Agenda deadline.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Westside TIF"/>	<input type="text" value="4920"/>	<input type="text" value="\$2,755,000"/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

STATE OF INDIANA) IN MORGAN SUPERIOR COURT NO. 1
) SS:
COUNTY OF MONROE) CAUSE NO. 55D01-2205-PL-000769

THE BOARD OF COMMISSIONERS)
OF THE COUNTY OF MONROE,)
INDIANA,)
)
Plaintiff,)
)
v.)
)
HEITINK PROPERTIES, LLC,)
NORTHEAST BANK and HEITINK)
PLYWOOD TECHNOLOGIES, INC.,)
)
Defendants.)

AGREED FINDING AND JUDGMENT

Plaintiff, The Board of Commissioners of the County of Monroe, Indiana (“Board”), by one of its attorneys, Yasmin L. Stump, Defendants, Heitink Properties, LLC (“Landowner”) and Heitink Plywood Technologies (“Heitink Plywood”), by one of their attorneys, J. Eric Rochford, and Defendant, Northeast Bank (“Bank”), by its attorney, Mark Wenzel, (collectively “the Parties”) concur in the findings set forth below and move the Court for judgment in this case.

The Court, having examined the record in this case and being duly advised, now FINDS:

1. On April 4, 2022, the Board filed its Complaint for Appropriation of Real Estate (“Board’s Complaint”) to acquire fee simple interest in and a temporary right of way over portions of the Landowner’s real estate, which is the subject matter of this case (“subject real estate”).

2. The temporary right of way that the Board is acquiring in this case is for a period of three years and will commence on the date that the construction affecting the Landowner's real estate begins.

3. On April 7, 2022, the Landowner and Heitink Plywood were served with notice of the Board's appropriation as provided by IC 32-24-1-6.

4. On April 11, 2022, the Bank was served with notice of the Board's appropriation as provided by IC 32-24-1-6.

5. On May 2, 2022, the Landowner appeared by counsel and did not file objections to the Board's Complaint in this case.

6. On April 14, 2022, the Bank appeared by counsel and did not file objections to the Board's Complaint in this case.

7. Heitink Plywood now appears by counsel, J. Eric Rochford, in this case.

8. On May 4, 2022, the Board filed its Verified Motion for Automatic Change of Venue from the County, which the Court granted on May 10, 2022.

9. On May 13, 2022, the Parties who had appeared in the case filed their Notice of Agreement on Change of Venue from the County and Request to Transfer Case to Morgan County Superior No. 1.

10. On May 19, 2022, this case was venued to Morgan County Superior No. 1.

11. On June 30, 2022, upon the Board's motion, the Court entered its Order of Appropriation of Real Estate and Appointment of Appraisers, in which it ordered the real estate interests that the Board is acquiring in this case appropriated and appointed

three disinterested appraisers, pursuant to IC 32-24-1-7(c), to determine total amount of just compensation due as a result of the Board's acquisition.

12. Subsequently, on July 25, 2022, the Court *sua sponte* entered its Amended Order of Appropriation of Real Estate and Appointment of Appraisers, in which it substituted Benjamin Hopkins for Shawn Patterson as a court-appointed appraiser.

13. On August 26, 2022, the court-appointed appraisers filed with the Court their Report of Appraisers, in which they determined that total just compensation due to the Board's acquisition in this case is Two Million Seven Hundred Fifty-Five Thousand Dollars (\$2,755,000.00).

14. On September 16, 2023, the Board filed its Exceptions to Report of Appraisers and Demand for Jury Trial.

15. On September 20, 2022, the Landowner filed its Exceptions to Report of Appraisers and Demand for Jury Trial.

16. On October 7, 2022, the Board deposited with the Clerk of the Court the amount of the court-appointed appraisers' fees in this case.

17. On November 16, 2022, the Board deposited with the Clerk of the Court the total amount of the court-appointed appraisers' award in this case.

18. The Parties now agree that total just compensation due to the Board's acquisition in this case is Two Million Seven Hundred Fifty-Five Thousand Dollars (\$2,755,000.00).

19. The Board and Landowner now withdraw their demands for jury trial filed in this case.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Court's Order of Appropriation, entered on July 25, 2022, is CONFIRMED and that Plaintiff, The Board of Commissioners of the County of Monroe, Indiana, holds fee simple title to and a temporary right of way over portions of the Landowner's real estate, including all immediate rights of possession, as described in the attached Exhibit "A" and the fee simple interest depicted in the attached Exhibit "B," and the temporary right of way that the Board is acquiring in this case is for a period of three years and will commence on the date that the construction affecting the subject real estate begins.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Heitink Plywood, by agreement, shall take nothing in this case.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that Defendant, Heitink Properties, LLC, should recover the amount of Two Million Seven Hundred Fifty-Five Thousand Dollars (\$2,755,000.00) as total just compensation for the real estate interests acquired in this case, which amount the Board previously deposited with the Clerk of the Court; that the Clerk of the Court shall immediately pay Two Million Seven Hundred Fifty-Five Thousand Dollars (\$2,755,000.00), to Defendant, Heitink Properties, LLC, by sending a check, made payable to MALAPIT & ROCHFORD, f/b/o Heitink Properties, LLC, by certified mail to one of its attorneys, J. Eric Rochford, at MALAPIT & ROCHFORD, 10475 Crosspoint Blvd., Suite 425, Indianapolis, IN 46256, in full satisfaction of this judgment and any and all of Defendants' claims in this case; and that no other party is entitled to compensation as a result of the Board's acquisition in this case.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the interest accrued on the Two Million Seven Hundred Fifty-Five Thousand Dollars (\$2,755,000.00), which the Board previously deposited with the Clerk of the Court, shall be paid to The Board of Commissioners of the County of Monroe, Indiana, by sending a check for the amount of the interest accrued, made payable to The Board of Commissioners of the County of Monroe, Indiana, by certified mail to Yasmin L. Stump at YASMIN L. STUMP LAW GROUP, PC, Pennwood Office Park II, Suite 101, 11495 N. Pennsylvania Street, Carmel, IN 46032.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that from the funds paid to the Landowner as described above, the Landowner's attorneys shall promptly make payment to Defendant, Northeast Bank, by wire transfer, in full satisfaction of the Bank's mortgage interest; the Landowner's attorneys shall provide evidence of such satisfaction to the Board's attorneys; the Bank shall promptly record a release of its mortgage interest on the subject real estate with the Recorder of Monroe County, Indiana; and the Bank's attorney shall provide a copy of the recorded release to the Board's attorneys.

IT IS FURTHER ORDERED by the Court that the Clerk of this Court shall promptly send a certified copy of this Agreed Finding and Judgment to the Auditor and Recorder of Monroe County, Indiana; that the Auditor shall remove the fee simple interest in real estate described in the attached Exhibit "A" and depicted in the attached Exhibit "B" from the tax records and rolls of Monroe County, Indiana and cancel the taxes assessed on the fee simple interest in real estate in 2022, due and payable in 2023, and the years thereafter; that the Auditor shall submit evidence of this removal

from the tax records by United States mail to Yasmin L. Stump, one of the attorneys for Plaintiff, The Board of Commissioners of the County of Monroe, Indiana, at YASMIN L. STUMP LAW GROUP, PC, Pennwood Office Park, Suite 101, 11495 North Pennsylvania Street, Carmel, Indiana 46032; and that the Recorder shall, pursuant to IC 8-23-23-1 and without payment of fee, record the transfer of the above-described real estate interests; and that the Recorder shall submit evidence of that recordation, by United States mail, to Yasmin L. Stump, one of the attorneys for Plaintiff, The Board of Commissioners of the County of Monroe, Indiana, at: YASMIN L. STUMP LAW GROUP, PC, Pennwood Office Park, Suite 101, 11495 North Pennsylvania Street, Carmel, Indiana 46032.

AGREED TO AND APPROVED BY:

Yasmin L. Stump, *Attorney for Plaintiff, The Board of Commissioners of the County of Monroe, Indiana*
Atty. No. 14876-49

J. Eric Rochford, *Attorney for Defendants, Heitink Properties, LLC and Heitink Plywood Technologies, Inc.*
Atty. No. 29742-29

Plaintiff, The Board of Commissioners of the County of Monroe, Indiana

Defendants, Heitink Properties, LLC and Heitink Plywood Technologies, Inc.

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

Mark Wenzel, *Attorney for Defendant, Northeast Bank*
Atty. No. 1797-49

Date: _____

Copies to:

Yasmin L. Stump
Christopher A. Ferguson
Adam N. Redmon
YASMIN L. STUMP LAW GROUP, PC
Pennwood Office Park, Suite 101
11495 North Pennsylvania Street
Carmel, IN 46032
Email: yasmin@yasminstumplaw.com
chris@yasminstumplaw.com
adam@yasminstumplaw.com

J. Eric Rochford
Thomas R. Malapit, Jr.
Taylor C. Byrley
MALAPIT & ROCHFORD
10475 Crosspoint Blvd., Suite 425
Indianapolis, Indiana 46256
Email: eric@eminentattorneys.com
tom@eminentattorneys.com
taylor@eminentattorneys.com

Mark Wenzel
SMITH AMUNDSON, LLP
201 N. Illinois Street, Suite 1400
Scherville, IN 46204
Email: mwenzel@amundsendavislaw.com

The Honorable Eric Schmitz
Recorder of Monroe County, Indiana
Monroe County Courthouse
100 W. Kirkwood Ave.
Bloomington, IN 47404

The Honorable Catherine Smith
Auditor of Monroe County, Indiana
Monroe County Courthouse
100 W. Kirkwood Ave.
Bloomington, IN 47404

EXHIBIT "A"

Project: 1702957
Parcel 3 Fee Simple
Key # 53-04-36-100-042.000-011

Sheet 1 of 5

A part of Lot B1 as shown on the Plat of Bloomington Advancement Park Final Plat Amendment 1, the plat of which is recorded in Instrument No. 2016005730 in the Office of the Recorder of Monroe County, and being that part of the grantor's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat, marked "Exhibit "B", described as follows: Beginning at a Northeast Corner of said Lot, being also the Northwest Corner of Lot B2 on said plat; thence South 1 degree 22 minutes 51 seconds East 466.18 feet along an east line of said Lot B1 to the southeast corner of said Lot B1; thence North 88 degrees 19 minutes 19 seconds East 407.26 feet along a north line of said Lot B1, to a northeast corner of said Lot B1; thence South 00 degrees 25 minutes 49 seconds East 448.72 feet along an east line of said Lot B1 to a southeast corner of said Lot B1; thence along the south line of said Lot B1, Southwesterly 427.48 feet along an arc to the right having a radius of 639.79 feet and subtended by a long chord having a bearing of South 78 degrees 33 minutes 11 seconds West and a length of 419.57 feet; thence Northwesterly 215.42 feet along an arc to the right having a radius of 802.00 feet and subtended by a long chord having a bearing of North 08 degrees 19 minutes 59 seconds West and a length of 214.77 feet to the point designated "601" on said Exhibit "B"; thence North 00 degrees 38 minutes 18 seconds West 63.81 feet to the point designated "602" on said Exhibit "B"; thence South 89 degrees 21 minutes 42 seconds West 13.00 feet to the point designated "603" on said Exhibit "B"; thence North 00 degrees 38 minutes 18 seconds West 15.00 feet to the point designated "604" on said Exhibit "B"; thence North 89 degrees 21 minutes 42 seconds East 13.00 feet to the point designated "605" on said Exhibit "B"; thence North 00 degrees 38 minutes 18 seconds West 433.62 feet to the point designated "606" on said Exhibit "B"; thence North 04 degrees 19 minutes 27 seconds West 87.50 feet to the point designated "607" on said Exhibit "B"; thence North 00 degrees 00 minutes 00 seconds East 61.35 feet to the point designated "608" on said Exhibit "B"; thence South 89 degrees 31 minutes 40 seconds West 5.19 feet to the point designated "609" on said Exhibit "B"; thence North 00 degrees 28 minutes 20 seconds West 111.50 feet to a north line of said Lot B1; thence North 88 degrees 19 minutes 39 seconds East 39.09 feet along said north line to the Point of Beginning, and containing 5.504 acres, more or less.

EXHIBIT "A"

Project: 1702957
Parcel 3 Fee Simple
Key # 53-04-36-100-042.000-011

Sheet 2 of 5

This description was prepared for the Indiana Department of Transportation by DLZ Indiana, LLC and certified by Alan Brent Cleveland, Indiana Registered Professional Surveyor, License No. LS80880007, on the 17th Day of June, 2021.



Alan Brent Cleveland, P.S
Indiana Registered Professional Surveyor No. LS80880007



EXHIBIT "A"

Project: 1702957
Parcel 3D Fee Simple
Key # 53-04-36-100-042.000-011

Sheet 3 of 5

A part of the East Half of the Northeast Quarter of Section 36, Township 9 North, Range 2 West, Monroe County, Indiana, described as follows: Beginning at the southeast corner of Lot B1 as shown on the plat of Bloomington Advancement Park Final Plat Amendment 1, recorded in Document 2016005730 in the Office of the Recorder of said county; thence South 00 degrees 25 minutes 49 seconds East 8.46 feet along the southerly extension of the east line of said Lot to the north line of the Indiana Railroad Company (CSX Transportation); thence along said north line Southwesterly 424.95 feet along an arc to the right having a radius of 639.79 feet and subtended by a long chord having a bearing of South 78 degrees 27 minutes 26 seconds West and a length of 417.19 feet; thence Northwesterly 9.04 feet along an arc to the right having a radius of 802.00 feet and subtended by a long chord having a bearing of North 16 degrees 21 minutes 02 seconds West and a length of 9.04 feet to the south line of said Lot B1; thence along said south line Northeasterly 427.48 feet along an arc to the left having a radius of 639.79 feet and subtended by a long chord having a bearing of North 78 degrees 33 minutes 11 seconds East and a length of 419.57 feet to the Point of Beginning and containing 0.079 acres, more or less.

This description was prepared for the Indiana Department of Transportation by DLZ Indiana, LLC and certified by Alan Brent Cleveland, Indiana Registered Professional Surveyor, License No. LS80880007, on the 17th Day of June, 2021.



Alan Brent Cleveland, P.S.
Indiana Registered Professional Surveyor No. LS80880007



EXHIBIT "A"

Project: 1702957
Parcel 3B Temporary Right of Way For Grading

Sheet 4 of 5

A part of Lot B1 as shown on the Plat of Bloomington Advancement Park Final Plat Amendment 1, the plat of which is recorded in Instrument No. 2016005730 in the Office of the Recorder of Monroe County, described as follows: Commencing at a Northeast Corner of said Lot, being also the Northwest Corner of Lot B2 on said plat; thence South 88 degrees 19 minutes 39 seconds West 39.09 feet along a north line of said Lot B1; thence South 00 degrees 28 minutes 20 seconds East 111.50 feet; thence North 89 degrees 31 minutes 40 seconds East 5.19 feet; thence South 00 degrees 00 minutes 00 seconds East 61.35 feet; thence South 04 degrees 19 minutes 27 seconds East 87.50 feet; thence South 00 degrees 38 minutes 18 seconds East 448.62 feet to the Point of Beginning of this description; thence continuing South 00 degrees 38 minutes 18 seconds East 63.81 feet; thence Southeasterly 215.42 feet along an arc to the left having a radius of 802.00 feet and subtended by a long chord having a bearing of South 08 degrees 19 minutes 59 seconds East and a length of 214.77 feet to the south line of said Lot B1; thence Northwesterly along said south line 14.25 feet along an arc to the right having a radius of 639.79 feet and subtended by a long chord having a bearing of North 81 degrees 40 minutes 03 seconds West and a length of 14.25 feet; thence Northwesterly 213.03 feet along an arc to the right having a radius of 815.00 feet and subtended by a long chord having a bearing of North 08 degrees 07 minutes 35 seconds West and a length of 212.43 feet; thence North 00 degrees 38 minutes 18 seconds West 63.81 feet; thence North 89 degrees 21 minutes 42 seconds East 13.00 feet to the Point of Beginning, and containing 0.083 acres, more or less.

This description was prepared for the Indiana Department of Transportation by DLZ Indiana, LLC and certified by Alan Brent Cleveland, Indiana Registered Professional Surveyor, License No. LS80880007, on the 17th Day of June, 2021.



Alan Brent Cleveland, P.S.
Indiana Registered Professional Surveyor No. LS80880007



EXHIBIT "A"

Project: 1702957
Parcel 3C Temporary Right of Way For Grading

Sheet 5 of 5

A part of Lot B1 as shown on the Plat of Bloomington Advancement Park Final Plat Amendment 1, the plat of which is recorded in Instrument No. 2016005730 in the Office of the Recorder of Monroe County, described as follows: Commencing at a Northeast Corner of said Lot, being also the Northwest Corner of Lot B2 on said plat; thence South 88 degrees 19 minutes 39 seconds West 39.09 feet along a north line of said Lot B1 to the Point of Beginning of this description; thence South 00 degrees 28 minutes 20 seconds East 111.50 feet; thence North 89 degrees 31 minutes 40 seconds East 5.19 feet; thence South 00 degrees 00 minutes 00 seconds East 61.36 feet; thence South 04 degrees 19 minutes 27 seconds East 87.50 feet; thence South 00 degrees 38 minutes 18 seconds East 433.62 feet; thence South 89 degrees 21 minutes 42 seconds West 13.00 feet; thence North 00 degrees 38 minutes 18 seconds West 620.00 feet; thence North 21 degrees 40 minutes 33 seconds West 69.64 feet; thence North 00 degrees 38 minutes 18 seconds West 8.29 feet to a north line of said Lot B1; thence North 88 degrees 19 minutes 39 seconds East 28.20 feet along said north line to the Point of Beginning, and containing 0.192 acres, more or less.

This description was prepared for the Indiana Department of Transportation by DLZ Indiana, LLC and certified by Alan Brent Cleveland, Indiana Registered Professional Surveyor, License No. LS80880007, on the 17th Day of June, 2021.



Alan Brent Cleveland, P.S
Indiana Registered Professional Surveyor No. LS80880007



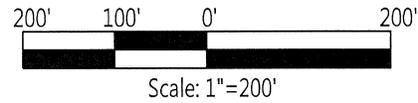
Parcel: 0003
 Project: 1702957
 Des. # 1702957
 County: MONROE
 Section: 36
 Township: 9N
 Range: 2W

Right of Way Parcel Plat Exhibit "B"

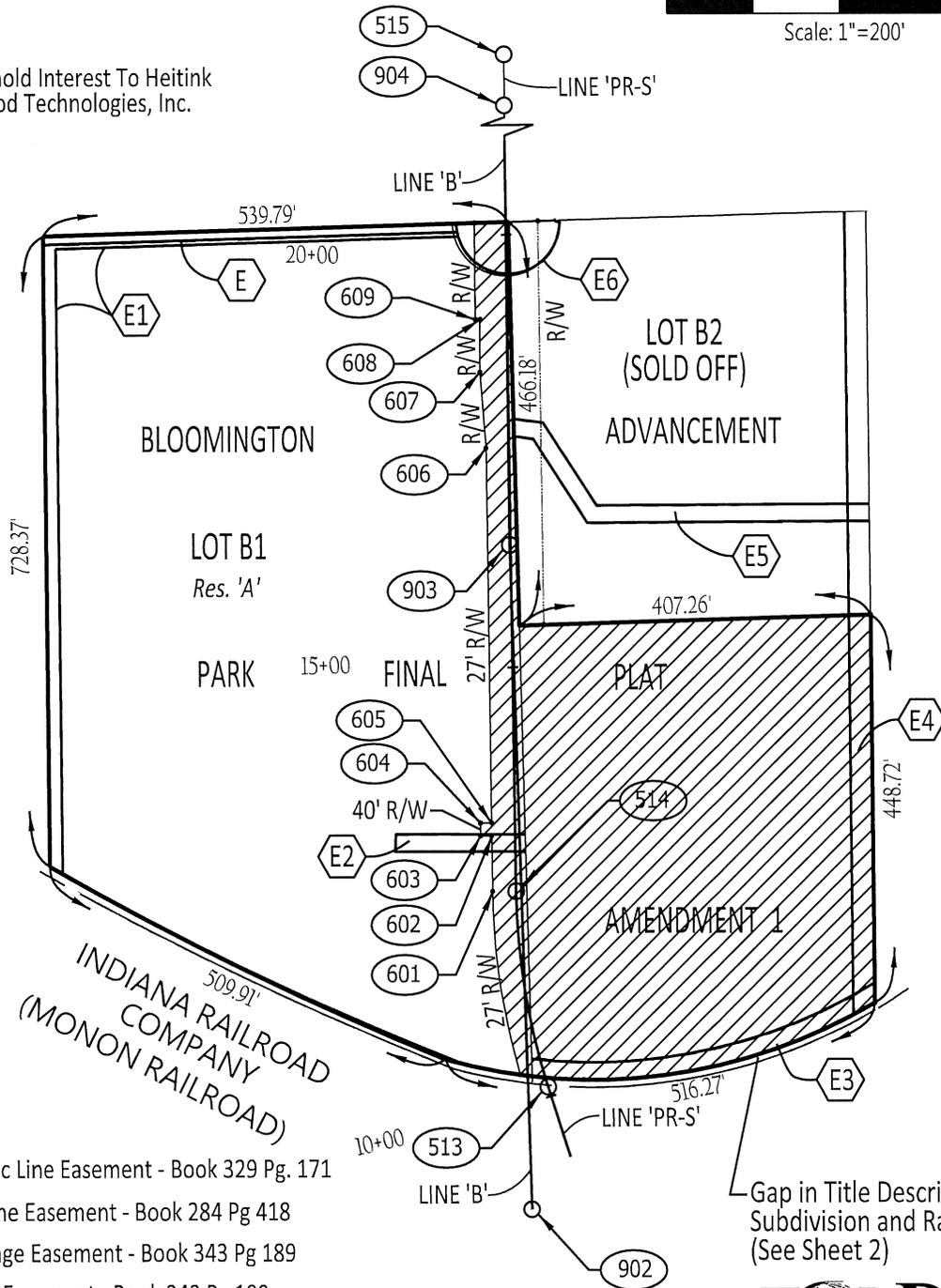
Owner: Heitink Properties, LLC.
 Corporate Warranty Deed: Instrument No. 2005018802
 Plat Of Bloomington Advancement Park Final Plat
 Amendment 1: Instrument 2016005730
 Sell Off: Instrument 2016005941
 Tax Key: 53-04-36-100-042.000-011

Code: N/A
 Page: 1 of 3
 Prepared by: S. Hartman
 Checked by: A. Cleveland

 Hatched Area is the Approximate taking



Leasehold Interest To Heitink
 Plywood Technologies, Inc.



- E** 10' Electric Line Easement - Book 329 Pg. 171
- E1** 15' Gas Line Easement - Book 284 Pg 418
- E2** 20' Drainage Easement - Book 343 Pg 189
- E3** 20' Utility Easement - Book 343 Pg 189
- E4** 25' Sanitary Sewer Easement - Book 343 Pg 195
- E5** 20' Sanitary Sewer Easement - Inst. 2004001302
- E6** Ingress Egress Easement Book 282 Pg 219

DLZ
 DLZ INDIANA, LLC
 157 E. MARYLAND STREET
 INDIANAPOLIS, INDIANA 46204-3608
 (317) 633-4120

Project: 1863 2010 90

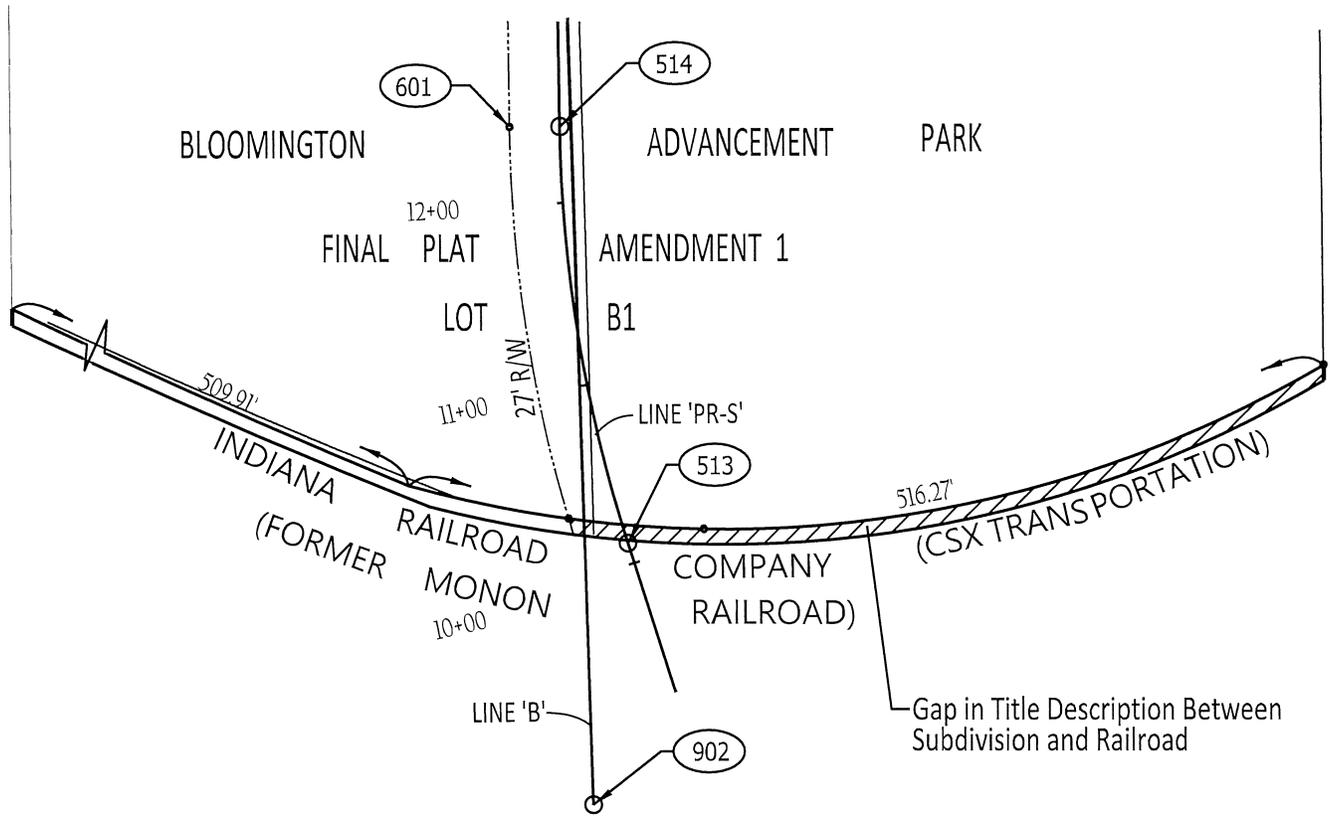
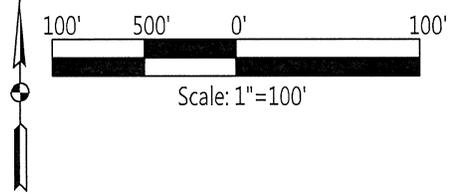
Parcel: 0003
Project: 1702957
Des. # 1702957
County: MONROE
Section: 36
Township: 9N
Range: 2W

Exhibit "B" (Continued)

Owner: Heitink Properties, LLC.

Code: N/A
Page: 2 of 3
Prepared by: S. Hartman
Checked by: A. Cleveland

 Hatched Area is the Approximate taking



DLZ
DLZ INDIANA, LLC
157 E. MARYLAND STREET
INDIANAPOLIS, INDIANA 46204-3608
(317) 633-4120

Project: 1863 2010 90

Parcel: 0003
 Project: 1702957
 Des. # 1702957
 County: MONROE
 Section: 36
 Township: 9N
 Range: 2W

Exhibit "B" (continued)
 Owner: Heitink Properties, LLC.

Code: N/A
 Page: 3 of 3
 Prepared by: S. Hartman
 Checked by: A. Cleveland

Line 'PR-S' Data Table			
Point		Northing	Easting
513	P.C. 10+11.29 'PR-S' = O.P.O.T. 107+17.81 'B', 23.60' Rt. R = 775.00' Δ = 16°59'46" Rt. L = 229.89' T = 115.80' E = 8.60'	1430280.0560	3096499.4968
514	P.T. 12+41.19 'PR-S' = O.P.O.T. 109+44.94 'B', 6.01' Lt.	1430506.2029	3096463.1270
515	P.O.T. 28+99.31 'PR-S'	1432164.2210	3096444.6576

Parcel Coordinate Chart (Shown in Feet)					
Point	Northing	Easting	Station	Offset	Line
601	1430505.9022	3096436.1287	+P.T. (12+41.19)	27.00' Lt.	'PR-S'
602	1430569.7122	3096435.4179	13+05.00	27.00' Lt.	'PR-S'
603	1430569.5674	3096422.4187	13+05.00	40.00' Lt.	'PR-S'
604	1430584.5665	3096422.2516	13+20.00	40.00' Lt.	'PR-S'
605	1430584.7113	3096435.2508	13+20.00	27.00' Lt.	'PR-S'
606	1431018.3011	3096430.4209	17+53.62	27.00' Lt.	'PR-S'
607	1431105.5503	3096423.8237	18+40.93	32.62' Lt.	'PR-S'
608	1431166.9053	3096423.8237	19+02.29	31.94' Lt.	'PR-S'
609	1431166.8625	3096418.6357	19+02.30	37.13' Lt.	'PR-S'
902	SEE LOCATION CONTROL ROUTE SURVEY PLAT				
903	SEE LOCATION CONTROL ROUTE SURVEY PLAT				
904	SEE LOCATION CONTROL ROUTE SURVEY PLAT				

Note: Stations & Offsets control over North & East coordinates and Bearing & Distances

SURVEYOR'S STATEMENT:

To the best of my knowledge and belief, this plat, together with the Location Control Route Survey Plat Recorded as Instrument #2018015708 in the Office of the Recorder of Monroe County, Indiana (Incorporated and made a part hereof by reference) comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12 ("Rule 12").

This plat was prepared from information obtained from the Recorder's Office and other sources which were not necessarily checked by a field survey.

Alan Brent Cleveland

Date: 6/17/2021

ALAN BRENT CLEVELAND P.S.
 LS80880007



DLZ
 DLZ INDIANA, LLC

157 E. MARYLAND STREET
 INDIANAPOLIS, INDIANA 46204-3608
 (317) 633-4120

Project: 1863 2010 90



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

This Task Order is for project management, construction inspection, and utility coordination services for the Stipp Rd./Moore's Creek Rd. Drainage Improvements project. The original on-call contract with Lochmueller Group was approved in 2019.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Stormwater"/>	<input type="text" value="1197"/>	<input type="text" value="\$229,300.00"/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

TASK ORDER No. 2

In accordance with the General Services Agreement between the Monroe County Board of Commissioners, acting by and through its proper officials (**OWNER**), and **Lochmueller Group, Inc. (CONSULTANT)**, dated June 26, 2019. This **TASK ORDER** is the written authorization to the **CONSULTANT** to provide the work described herein, in accordance with the attached schedule, and fee with an effective date of _____.

TASK: The **TASK** shall be as described in Attachment "A", Section "A" of this **TASK ORDER**. **CONSULTANT** shall furnish all labor, materials, supplies, equipment, supervision, and services necessary for and incident to the performance of the **TASK**. **CONSULTANT** represents that it has thoroughly reviewed the **TASK** and the General Services Agreement and that it accepts the **TASK** and the conditions under which the **TASK** is to be performed.

OWNER RESPONSIBILITIES: The **OWNER** responsibilities shall be as set forth in Attachment "A", Section "B" of this **TASK ORDER**.

SCHEDULE: The Schedule shall be set forth in Attachment "A", Section "C" of this **TASK ORDER**.

PAYMENT TERMS: Payments to the **CONSULTANT** shall be as described in Attachment "A", Section "D" of this **TASK ORDER**.

TERMS AND CONDITIONS: The terms and conditions of the General Services Agreement dated June 26, 2019 referenced above shall apply to this **TASK ORDER**. This **TASK ORDER** incorporates all the terms and conditions required to be included in it by the General Services Agreement.

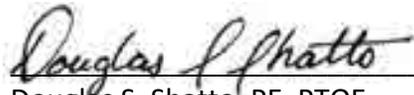
MONROE COUNTY BOARD OF COMMISSIONERS
100 W. Kirkwood Avenue, Room 306
Bloomington, Indiana 47404

Penny Githens
President

Julie Thomas
Vice President

Lee Jones
Member

LOCHMUELLER GROUP, INC.
6200 Vogel Road
Evansville, Indiana 47715



Douglas S. Shatto, PE, PTOE
President/Chief Executive Officer

ATTACHMENT "A"

SECTION A – SCOPE OF SERVICES

1.0 CONSTRUCTION INSPECTION

Provide one (1) part-time Resident Project Representative (RPR) for up to 1,180 hours through the completion of the construction project and required documentation. Specific tasks for construction inspection include the following:

- 1.1 Review the construction schedule prepared by the contractor for compliance with the Contract and give the OWNER detailed documentation concerning its acceptability.
- 1.2 Attend and record minutes of the pre-construction conference, progress meetings, and coordination meetings, as directed by the County, as required for timely and acceptable conduct of the job.
- 1.3 Serve as the OWNER's liaison with the contractor and utilities, working principally through the contractor's field superintendent or such other person in authority as designated by the contractor. RPR shall be thoroughly familiar with the plans and specifications applicable to the project to ensure that all provisions therein are complied with.
- 1.4 Furnish all equipment necessary to sample and test materials in accordance with INDOT procedures.
- 1.5 Receive shop drawings and falsework drawings, coordinate with design team, provide the review comments to the contractor, and maintain a file of all drawings and submissions, and check for compliance with the Contract Documents.
- 1.6 Conduct periodic on-site inspections for the County of the work in progress as a basis for determining the project is proceeding in accordance with the contract documents.
- 1.7 Provide periodic on-site acceptance testing of materials generally in the manner and extent prescribed by the latest edition of the INDOT Testing Frequency Manual and verify that required testing has been accomplished.
- 1.8 Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the County.
- 1.9 Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, change orders, progress reports, and other related documents.
- 1.10 Keep a diary or logbook to record hours on the job site, weather conditions, list

of visiting officials, decisions, general observations, and specific observations, and track and document pay quantities.

- 1.11 Prepare progress estimates for periodic partial payments to the Contractor and deliver to the County for review and processing. The payments to the Contractor shall be based on estimates of the value of the work performed and materials complete in place.

2.0 UTILITY COORDINATION

The CONSULTANT shall have an INDOT certified Utility Coordinator perform utility coordination services in accordance with 105 IAC 13, IDM Chapter 104, and INDOT Accommodation Policy.-Utility coordination is included for coordination with up to five (5) utilities. Specific tasks for this utility coordination include the following:

- 2.1 Perform the requirements of IAC 13-3-1, including the identification and documentation of utility stakeholders within the Project Limits; and prepare and distribute all required utility correspondence.
- 2.2 Prepare and maintain utility coordination records and database.
- 2.3 Send each utility a set of preliminary final plans and request revised utility work plans, assist in the development of the work plans, and review the work plans for the identified facilities within the project area.
- 2.4 Recommend work plans for approval including narrative portion and relocation drawing.
- 2.5 Draft utility reimbursable agreements and submit to the utility and County for approval. Review and verify easement documentation. Review and approve utility cost estimates. Draft subordination agreements and submit to the utility and County for approval.
- 2.6 Present all project reports necessary for project delivery such as status reports and risk reports.
- 2.7 Lead or facilitate any meetings involving utility specific activities such as kick-off meetings, conflict resolution meetings and reimbursement eligibility meetings.
- 2.8 Develop a Utility Master Relocation Plan and prepare a Utility Relocation Schedule if relocations are required.
- 2.9 Prepare and sign utility special provisions, utility certification, and all other required contract letting documents.
- 2.10 Conduct post letting coordination services to include monitoring and tracking utility relocations, answering utility related questions, and in person or virtual attendance at construction progress meetings.

3.0 ASSUMPTIONS

The CONSULTANT has made the following assumptions for performing the above services and phases to complete the project development:

- 3.1 No more than five (5) utilities are anticipated to be within the project area.
- 3.2 There are utilities existing in the project limits that will be affected by the project and the project will require full coordination services.
- 3.3 Relocations will be necessary, and relocations may be concurrent with construction and will require post letting utility coordination services.
- 4.0 SERVICES NOT PROVIDED UNDER THIS AGREEMENT
The Services not provided by the CONSULTANT include, but are not limited to, the following:
 - 4.1 Full-time Construction Inspection
 - 4.2 Advising or assuming control over any aspect of the means, methods, techniques, sequences, or procedures of Contractor's work.
 - 4.3 Advising or assuming control over security of safety practices, precautions, and programs in connection with the activities or operations of the County or Contractor.
 - 4.4 Daily inspections of utility relocation including material inspections.

SECTION B – OWNER RESPONSIBILITIES

OWNER shall provide CONSULTANT with a notice-to-proceed prior to any services being provided.

SECTION C – SCHEDULE

The CONSULTANT shall provide the services set forth in this Task Order in accordance with a schedule mutually agreed upon by both parties.

SECTION D – PAYMENT TERMS

- 1.0 The CONSULTANT shall receive as payment for the work performed under this Task Order the total fee not-to-exceed Two Hundred Twenty-Nine Thousand Three Hundred Dollars (\$229,300.00) unless an amendment to this Task Order is made in writing by both parties.
- 2.0 The CONSULTANT shall be paid for providing the services set forth in Item 1.0 CONSTRUCTION INSPECTION of this Task Order based on the actual hours of work performed in accordance with the rates set forth below. The total fee shall not exceed \$200,400.00 without prior approval from the OWNER.
- 3.0 The CONSULTANT shall be paid for providing the services set forth in Item 2.0 UTILITY COORDINATION of this Task Order based on the actual hours of work performed in accordance with the rates set forth below. The total fee shall not exceed \$28,900.00 without prior approval from the OWNER.

**Lochmueller Group, Inc.
Billing Rate Schedule
Stripp Road/Moore's Creek Road CI**

Classification	2023 Straighttime Billing Rates	2023 Overtime Billing Rates	2024 Straighttime Billing Rates	2024 Overtime Billing Rates	2025 Straighttime Billing Rates	2025 Overtime Billing Rates
Senior Project Manager I (ESM1)	\$210.43	\$210.43	\$220.32	\$220.32	\$230.68	\$230.68
Construction Project Supervisor II (CB2)	\$156.28	\$181.23	\$163.62	\$189.75	\$171.31	\$198.67
Construction Inspector II (CI2)	\$110.24	\$127.84	\$115.42	\$133.85	\$120.84	\$140.14
Project Liaison (EPL)	\$171.72	\$199.13	\$179.79	\$208.49	\$188.24	\$218.29

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Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

Amend Ordinance 86-09 to delete the following 40 mph location: Curry Pike (between Profile Parkway and Vernal Pike)
Amend Ordinance 86-09 to delete the following 30 mph location: Prairie Green Court
Amend Ordinance 86-09 to add the following 35 mph location: Curry Pike (between Profile Parkway and Vernal Pike)
Amend Ordinance 86-09 to add the following 25 mph location: Prairie Green Court
Amend Ordinance 00-31 to add the following No turn on red locations: Eastbound and Westbound Jonathan Drive at Curry Pike, Eastbound and Westbound Profile Parkway at Curry Pike, Eastbound and Westbound Vernal Pike at Curry Pike

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

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

An ordinance to amend various traffic ordinances listed below in the Monroe County Code.

SECTION IV

An ordinance to amend Ordinance 86-09 regarding regulatory speed conditions for vehicular traffic on designated roads, streets, etc., in Monroe County, Indiana.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, BLOOMINGTON, INDIANA, AS FOLLOWS:

That Appendix A of Ordinance 86-09 is amended by the **deletion** of the following **40 mph** locations:

- **Curry Pike (between Profile Parkway and Vernal Pike)**

That Appendix A of Ordinance 86-09 is amended by the **deletion** of the following **30 mph** locations:

- **Prairie Green Court**

That Appendix A of Ordinance 86-09 is amended by the **addition** of the following **35 mph** locations:

- **Curry Pike (between Profile Parkway and Vernal Pike)**

That Appendix A of Ordinance 86-09 is amended by the **addition** of the following **25 mph** locations:

- **Prairie Green Court**

SECTION 4: Any vehicle operator who is found to violate any provision of this ordinance commits a Class E Ordinance violation, and a Class D ordinance violation for each subsequent violation. The vehicle operator shall be fined in accordance with Monroe County Code Chapter 115.

SECTION VI

An ordinance to amend Ordinance 00-31 regarding turning movements at signalized intersections for vehicular traffic on designated roads, streets, etc., in Monroe County, Indiana.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, BLOOMINGTON, INDIANA, AS FOLLOWS:

That Appendix A of Ordinance 00-31 is amended by the **addition** of the following **No right turn on red** locations:

- **Eastbound and Westbound Jonathan Drive at Curry Pike**
- **Eastbound and Westbound Profile Parkway at Curry Pike**
- **Eastbound and Westbound Vernal Pike at Curry Pike**

SECTION 4: Any vehicle operator who is found to violate any provision of this ordinance commits a Class E Ordinance violation, and a Class D ordinance violation for each subsequent violation. The vehicle operator shall be fined in accordance with Monroe County Code Chapter 115.

Passed and adopted by the Board of Commissioners of Monroe County, on this 25th day of October, 2023.

BOARD OF COMMISSIONERS

"YES" VOTES (AYES)

"NO" VOTES (NAYS)

PENNY GITHENS
PRESIDENT

PENNY GITHENS
PRESIDENT

JULIE THOMAS
VICE PRESIDENT

JULIE THOMAS
VICE PRESIDENT

LEE JONES

LEE JONES

ATTEST:

CATHERINE SMITH
MONROE COUNTY AUDITOR

CERTIFICATION OF PUBLICATION AND EFFECTIVE DATE

I hereby certify that the publication requirements of IC 36-2-4-8(b) have been fulfilled by the publication of this ordinance, after adoption by the Board of Commissioners, in the Herald Times (Bloomington) and the Hoosier Times (Bedford) on _____ and _____. Thus the effective date of the ordinance is _____, Catherine Smith, Monroe County Auditor.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

Change order #5 and #7 are for switching from Thermo to paint on the pavement markings. The county would not have the funds to keep up Thermo on the rural roadway in the future. It was decided to go ahead and use paint materials since that is what we would have used in the past on this type of roadway and what will be used in the future. Another goal in using paint, was for overall cost savings for the project.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="8161 and 8162"/>	<input type="text" value="Sample Road, Phase I and II"/>	<input type="text" value="-\$29,878.55"/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

Monroe County Board of Commissioners Agenda Request - Grant

REQUIRED

Federal Agency Federal Program
CFDA# Federal Award Number and Year (or other ID)
Pass Through Entity:
Request completed by:

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

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

**INDIANA Department of Transportation
Construction Change Order and Time Extension Summary**

Contract Information

District:SEYMOUR DISTRICT

Contract No.: R -37596

AE:Wren, Rachel

Letting Date:04/07/2021

PE/S:Nelson, Paul

Status:Draft

Change Order Information

Date Generated: 09/29/2023

Change Order No.: 007

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: CHANGED COND, Materials Related

Description: Thermoplastic to Paint

Original Contract Amount \$ 4,967,500.00

Current Change Order Amount \$ -23,242.08

Percent: -0.468 %

Total Previous Approved Changes \$ 227,062.35

Percent: 4.571 %

Total Change To-Date \$ 203,820.27

Percent: 4.103 %

Modified Contract Amount \$ 5,171,320.27

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0 SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE: _____ DCE: _____ SCE: _____ DDCM: _____

SS Days _____ SP Days Value \$ _____

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Review and Approval Information

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

Verbal Approval Required? Y / N If Y, by_____ Date Issued_____

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

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

Date to PM_____ Date Returned_____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by_____ Date_____

If N,Resolution: Approved _____ Disapproved _____

Resolved by_____ Date_____

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

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

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

Field Engineer _____ Date _____

Comments: _____

Contract No:R -37596

INDIANA

Date:10/10/2023

Change Order No:007

Department of Transportation

Page: 3

Contract: R -37596
 Project: 1400783 - State:140078300LC5
 Change Order Nbr: 007
 Change Order Description: Thermoplastic to Paint
 Reason Code: CHANGED COND, Materials Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0111	1400783	0111	808-12032	LFT	1.070	-16822.000	C	Amount:\$ -17,999.54
Item Description: GROOVING FOR PAVEMENT MARKINGS								
Supplemental Description1:								
Supplemental Description2:								
0112	1400783	0112	808-75245	LFT	0.770	-16822.000	C	Amount:\$ -12,952.94
Item Description: LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.								
Supplemental Description1:								
Supplemental Description2:								
0113	1400783	0113	808-75278	LFT	4.360	-94.000	C	Amount:\$ -409.84
Item Description: TRANSVERSE MARKING, THERMOPLASTIC, CROSSHATCH LINE, YELLOW,								
Supplemental Description1:								
Supplemental Description2:								
0114	1400783	0114	808-75297	LFT	8.610	-53.000	C	Amount:\$ -456.33
Item Description: TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.								
Supplemental Description1:								
Supplemental Description2:								
0115	1400783	0115	808-92027	LFT	2.910	-314.000	C	Amount:\$ -913.74
Item Description: LINE, THERMOPLASTIC, SOLID, YELLOW, 8 IN.								
Supplemental Description1:								
Supplemental Description2:								
0231	1400783	0231	808-06694	LFT	2.930	300.000	C	Amount:\$ 879.00
Item Description: LINE PAINT SOLID YELLOW 8 IN								
Supplemental Description1:								
Supplemental Description2:								
0232	1400783	0232	808-06714	LFT	0.480	16822.000	C	Amount:\$ 8,074.56
Item Description: LINE PAINT SOLID YELLOW 4 IN								
Supplemental Description1:								
Supplemental Description2:								
0233	1400783	0233	808-06726	LFT	8.750	34.000	C	Amount:\$ 297.50
Item Description: TRANSVERSE MRKG PAINT STOP LINE WHITE 24								
Supplemental Description1:								
Supplemental Description2:								
0234	1400783	0234	808-12633	LFT	4.350	55.000	C	Amount:\$ 239.25
Item Description: TRANSVERSE MRKG PP X-HATCH LINE YEL 24								
Supplemental Description1:								
Supplemental Description2:								

Total Value for Change Order 007 = \$ -23,242.08

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.

General or Standard Change Order Explanation

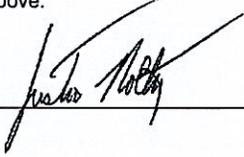
Explanation: At the request of the LPA, the bid pay items related to thermoplastic markings are being changed to paint markings. The designer of record has reviewed the modification of thermoplastic to paint pavement markings on this contract. The design manual recommends thermoplastic on roads with an AADT above 3,000. The plans reflect an AADT on Line B (west section) of 2,508, on Line A (east section) of 3,682, Line S1A (Old SR 37) of 4,093, and Line S3B (Canyon Ct) of 40. The design manual is (may) on going to thermoplastic above 3,000. The designer of record is fine with the change. Time Adjustment: There is no additional contract time associated with this request. Cost Evaluation: A cost history analysis has been done on the new pay items associated with this work and all the unit prices are less than the 95 percent confidence level evaluation. See attached reports.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.

Notification and consent to this change order is hereby acknowledged.

Contractor: Force Construction Co.,

Signed By: _____ 

Date: 10/18/2023

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

Contract No:R -37596
Change Order No:007

INDIANA
Department of Transportation

Date:10/10/2023
Page: 5

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S Paul Nelson

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
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**INDIANA Department of Transportation
Construction Change Order and Time Extension Summary**

Contract Information

District:SEYMOUR DISTRICT

Contract No.: R -43522

AE:Wren, Rachel

Letting Date:05/05/2021

PE/S:Nelson, Paul

Status:Draft

Change Order Information

Date Generated: 06/26/2023

Change Order No.: 005

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: CHANGED COND, Materials Related

Description: Change thermoplastic to paint

Original Contract Amount \$ 3,880,285.00

Current Change Order Amount \$ -6,636.47 Percent: -0.171 %

Total Previous Approved Changes \$ 122,647.00 Percent: 3.161 %

Total Change To-Date \$ 116,010.53 Percent: 2.990 %

Modified Contract Amount \$ 3,996,295.53

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0 SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE: _____ DCE: _____ SCE: _____ DDCM: _____

SS Days _____ SP Days Value \$ _____

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Review and Approval Information

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

Verbal Approval Required? Y / N If Y, by_____ Date Issued_____

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

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

Date to PM _____ Date Returned _____

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

If N,Resolution: Approved _____ Disapproved _____

Resolved by_____ Date _____

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

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

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

Field Engineer _____ Date _____

Comments: _____

Contract No:R -43522
 Change Order No:005

INDIANA
 Department of Transportation

Date:10/10/2023
 Page: 3

Contract: R -43522
 Project: 1900467 - State:190046700LC5
 Change Order Nbr: 005
 Change Order Description: Change thermoplastic to paint
 Reason Code: CHANGED COND, Materials Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0078	1900467	0078	808-75245	LFT	0.660	-17371.000	C	Amount:\$ -11,464.86
Item Description: LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.								
Supplemental Description1:								
Supplemental Description2:								
0079	1900467	0079	808-75297	LFT	21.300	-49.000	C	Amount:\$ -1,043.70
Item Description: TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.								
Supplemental Description1:								
Supplemental Description2:								
0086	1900467	0086	808-06714	LFT	0.330	16548.000	C	Amount:\$ 5,460.84
Item Description: LINE PAINT SOLID YELLOW 4 IN								
Supplemental Description1:								
Supplemental Description2:								
0088	1900467	0087	808-75035	LFT	8.750	47.000	C	Amount:\$ 411.25
Item Description: LINE PAINT SOLID WHITE 24 IN								
Supplemental Description1:								
Supplemental Description2:								

Total Value for Change Order 005 = \$ -6,636.47

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.

General or Standard Change Order Explanation

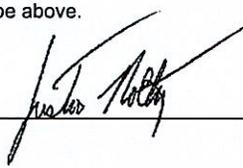
Explanation: At the request of the LPA, the bid pay items related to thermoplastic markings are being changed to paint markings and this is a cost savings to the contract. The designer of record has reviewed the modification of thermoplastic to paint pavement markings on this contract. The design manual recommends thermoplastic on roads with an AADT above 3, 000. The plans reflect an AADT on Line B (west section) of 2,508, on Line A (east section) of 3,682, Line S1A (Old SR 37) of 4,093, and Line S3B (Canyon Ct) of 40. The design manual is (may) on going to thermoplastic above 3,000. The designer of record is fine with the change. Time Adjustment: There is no additional contract time associated with this request. Cost Evaluation: A cost history analysis has been done on the new pay items associated with this work and all the unit prices are less than the 95 percent confidence level evaluation. See attached reports.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.

Notification and consent to this change order is hereby acknowledged.

Contractor: Force Construction, Co.

Signed By: 

Date: 10/18/2023

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

Contract No:R -43522
Change Order No:005

INDIANA
Department of Transportation

Date:10/10/2023
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S Paul Nelson

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
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