



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, November 1, 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 JONES

3. DEPARTMENT UPDATES
Health – Lori Kelley

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

5. APPROVAL OF MINUTES
October 25, 2023

3

6. APPROVAL OF CLAIMS DOCKET
Accounts Payable – November 1, 2023
Payroll – November 3, 2023

7. REPORTS
Weights and Measures – Sept 16 – Oct 15, 2023

13

8. NEW BUSINESS

A. MEMORANDUM OF UNDERSTANDINGS WITH HOOSIER HILLS FOOD BANK AND PANTRY 279, INC. 14

Fund Name: ARPA

Fund Number: 8950

Amount: \$165,000

Presenter: Jeff Cockerill

Last week the Council Appropriated and the Commissioners amended the ARPA plan to include grants to both the Hoosier Hills Food Bank (\$100,000) and Pantry 279 (\$65,000). These MOU's reflect the expectations of the Grant.

B. ORDINANCE 2023-45 INTERLOCAL AGREEMENT REGARDING ANIMAL SHELTER/CONTROL 22

Fund Name: General

Fund Number: 1000

Amount: \$371,220.00

Presenter: Jeff Cockerill

This agreement is in the same basic format as it has been for a number of years. The county's cost is based upon core animal control functions allocated based on the number of animals whose origins are in Monroe County. The County will continue to provide service in Ellettsville.

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 25, 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 10:05 am

2. AGENDA AMENDMENT 10:05 am

Thomas made a motion to amend agenda by adding item "P", ARPA Update.
Githens called a voice vote.
Motion carried 3-0.

2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER GITHENS 10:05 am

3. DEPARTMENT UPDATES 10:06 am

Health Department – Jaimmie Ford
Sheriff Department – Chief Deputy Parker
Commissioners – Board President Penny Githens

4. PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker) 10:15 am

None

5. APPROVAL OF MINUTES
October 11, 2023

10:15 am

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

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

10:16 am

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

7. REPORTS

10:17 am

Clerk of Circuit Court – September 2023
Treasurer – September 2023

8. NEW BUSINESS

A. B-TECH FIRE AND SECURITY FOR SHERIFF DEPARTMENT FRONT SECURE DOOR

10:18 am

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.

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

B. TRANSUNION TLO SERVICE AGREEMENT FOR PUBLIC DEFENDER

10:19 am

Fund Name: County General
Fund Number: 1000
Amount: \$75/Monthly
Presenter: Heather Stuffle and Chris Saunders

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.

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

C. E-IMAGE DATA SCANPRO ADVANTAGE MEMBERSHIP EXTENDED AGREEMENT

10:21 am

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).

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

D. MATRIX INTEGRATION CABLING PROPOSAL FOR JAIL OFFICE CHANGES

10:23 am

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.

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

E. 2024 ANTHEM MEDICAL PLANS SUMMARY MONROE COUNTY EMPLOYEES

10:24 am

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.

Thomas made a motion to approve. Jones seconded.
No public comments.
Githens called for a voice vote.

Motion carried 3-0.

F. METLIFE/APEX BENEFITS SERVICE DISCLOSURE AUTHORIZATION

10:27 am

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.

Thomas made a motion to approve. Jones seconded.

No public comments.

Githens called for a voice vote.

Motion carried 3-0.

G. METLIFE/STEELE BENEFITS SERVICE DISCLOSURE AUTHORIZATION

10:29 am

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.

Thomas made a motion to approve. Jones seconded.

No public comments.

Githens called for a voice vote.

Motion carried 3-0.

H. ORDINANCE 2023-44; AMEND MONROE COUNTY CODE BY ADDING CHAPTER 252; COLLECTIVE BARGAINING WITH HIGHWAY WORKERS

10:30 am

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.

Thomas made a motion to approve. Jones seconded.

No public comments.

Githens called for a voice vote.

Motion carried 3-0.

I. HIGHWAY WORKERS COLLECTIVE BARGAINING AGREEMENT

10:31 am

Presenter: Jeff Cockerill

The major changes for this year's contract include:

- The length of the contract (shortened to two years).
- 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.

- Changed language for consistency. For example, supervisor became management throughout the contract.
- The implementation of the Attendance on Demand system.

Thomas made a motion to approve. Jones seconded.

No public comment

Githens called for a voice vote.

Motion carried 3-0.

J. RQAW FEASIBILITY STUDY FOR CURRENT COUNTY JAIL

10:36 am

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.

Thomas made a motion to approve. Jones seconded.

Public comment:

Dave Askins, B Square Bulletin

Githens called for a voice vote.

Motion carried 3-0.

K. RQAW SERVICE AGREEMENT FOR CONVENTION CENTER IMPROVEMENTS

10:43 am

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.

Thomas made a motion to approve. Jones seconded.

No public comments.

Githens called for a voice vote.

Motion carried 3-0.

L. AGREED FINDINGS AND JUDGEMENT REGARDING VERNAL PIKE CONNECTOR RIGHT-OF-WAY ACQUISITION.

10:46 am

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.

Thomas made a motion to approve. Jones seconded.

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

- M. LOCHMUELLER GROUP, INC. TASK ORDER AGREEMENT FOR STIPP RD/MOORES CREEK RD** 10:48 am
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.

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

- N. ORDINANCE 2023-43; AMEND VARIOUS TRAFFIC ORDINANCES** 10:50 am
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

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

- O. INDOT CHANGE ORDER #5 AND #7 FOR SAMPLE RD, PH I AND PH II** 10:52 am
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.

Thomas made a motion to approve. Jones seconded.

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

P. AMENDMENT #6 TO AMERICAN RESCUE PLAN

10:54 am

Thomas made a motion to approve. Jones seconded.
Public comment:
Leigh Grundhoffer, Monroe County resident (virtual)
Githens called for a voice vote.
Motion carried 3-0.

9. APPOINTMENTS

11:02 am

10. ANNOUNCEMENTS

11:02 am

Trick-or-Treat hours for Monroe County, including Ellettsville and Stinesville will be Tuesday, October 31st, 5:30 pm to 8:30 pm.

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

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, November 8, 1pm – 6pm
Friday, November 10, 10am – 3pm
Wednesday, December 13, 1pm – 6pm
Friday, December 15, 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 *New Trustee	Phone	email
Bean Blossom- Ronald Hutson	812.935.7174	beanblossomtrustee19@gmail.com
Benton - Michelle Bright	812.339.6593	michelleabright@gmail.com
Bloomington – *Efrat Rosser	812.336.4976	bloomingtontownship@in.gov
Clear Creek - Thelma Jefferies	812.824.7225	thelma@bluemarble.net
Indian Creek - Chris Reynolds	812.824.4981	indiancreektownship@gmail.com
Perry - Dan Combs	812.336.3713	trustee@perrytownship.info
Polk –*Scott Smith	812.837.9446	polktownshiptrustee@gmail.com
Richland - Marty Stephens	812.876.2509	rttfrontdesk@bluemarble.net
Salt Creek - *Joan Hall	812.837.9140	jcareyhall@gmail.com
Van Buren - Rita Barrow	812.825.4490	rbarrow@vanburentownship.org
Washington – *Mary VanDeventer	812.325.1708	mvandeventertrustee@gmail.com .

11. ADJOURNMENT

11:07 am

The summary minutes of the October 25, 2023, Board of Commissioners' meeting were approved on November 1, 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 25, 2023
Nat U. Hill Meeting Room - 3rd Floor, Courthouse and Zoom Connection**

No Meeting This Date



WEIGHTS AND MEASURES MONTHLY REPORT
State Form 44196 (R2/10-99)

Indiana Division of Weights & Measures
2525 N Shadeland Ave., Ste D3, Indianapolis, Indiana 46219
Office: (317) 356-7078 * Fax: (317) 351-2877
www.in.gov

Inspector: Scott A Sowder
Jurisdiction: Monroe
Date Start: September 16, 2023
Date End: October 15, 2023



INDIANA WEIGHTS & MEASURES
Equity in the Marketplace

INSPECTION ACTIVITIES	Correct	Rejected	Red Tags	TOTAL
SCALES				
Vehicle - State Police				
Vehicle - State Inspection				
Vehicle - City or County				
Railroad Scales				
Belt Conveyor Scales				
Livestock Scales				
Portable & Dormant Scales				
Hopper Scales				
Computing Scales	4			4
Suspension Scales				
Prescription Scales				
Gram Scales				
Non-Commercial Scales				
MEASURING DEVICES				
LPG Meters				
CNG Meters				
Vehicle Truck Meters				
Gasoline, Kerosene, Diesel Tests	127	31	3	161
High Flow Diesel Tests	6			6
Mass Flow Meters				
Taxi Meters				
Timing Devices				
CALIBRATIONS AND TESTS				
Commercial Weights				
Prescription Weights				
Wheel Weighers				
Test Weights				
Liquid Measures				
Linear Measures				
Miscellaneous				
OTHER ACTIVITIES				
Packages Checked	142			142
Firewood				
LP Gas Cylinders				
Octane samples				
Mulch				
Misc. Determinations				
GRAND TOTAL	279	31	3	313

COMMENTS
(Explain Miscellaneous Tests and Activities)
Fuel Dispensers
I was able to complete all of my fuel dispensers, except for 1 new station that is currently under construction and 1 station that is replacing their dispensers. These should both be completed by the end of the year.
Complaints
I had 3 complaint calls this month. Two of the complaints consisted of the customer stating the did not get what they paid for. The other complaint was that the dispenser did not dispense any fuel but the customer got charged. Upon investigation all 3 complaints were found to be non-issues.
Package Checking
I was able to get some package checking completed this month. I found some minor issues but they were corrected during inspection. With the holidays approaching, I hope to get more checking completed this month and next.
I will be working on wrestling scales and fuel truck delivery meters next month. Hopefully, weather will cooperate and allow me to get these completed.
 FILED OCT 27 2023 <i>Catherine Smith</i> Auditor Monroe County, Indiana



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

Last week the Council Appropriated and the Commissioners amended the ARPA plan to include grants to both the Hoosier Hills Food Bank (\$100,000) and Pantry 279(\$65,000). These MOU's reflect the expectations of the Grant.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="ARPA"/>	<input type="text" value="8950"/>	<input type="text" value="100,000 (HHFB)
65,000 (Pantry 279)"/>

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:

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding (“MOU”) is entered into as of the _____ day of November, 2023, by and between Monroe County, Indiana (“County”) and Hoosier Hills Food Bank, Inc. (“Hoosier Hills”). The parties acknowledge that this MOU is a legally binding and enforceable contractual agreement, and its provisions are enforceable in a court of law.

RECITALS

WHEREAS, the COVID-19 Pandemic has effected the lives of all Monroe County residents; and,

WHEREAS, the Federal Government has provided funding to help offset the hardships caused by the COVID-19 emergency, which allows for the support of food security; and,

WHEREAS, the County has determined that Hoosier Hills operates in a qualified census tract; and,

WHEREAS, Hoosier Hills, a local not for profit dedicated to providing food security in Monroe County, has requested financial support for the purchase of food due to increase in cost of food and demand.

WHEREAS, Hoosier Hills has experienced an increase in request for food, and has been unable to provide the same level of service to requestors.

NOW THEREFORE, the County and Hoosier Hills enter into this Memorandum of Understanding.

Section 1. Project Description:

Hoosier Hills will purchase additional food.

Section 2. County Responsibilities

The County shall grant \$100,000 (one hundred thousand dollars) toward the purchase of food to be provided as part of the food bank.

Section 3. Hoosier Hills responsibilities:

- a. Comply with policies and procedures found in Exhibit A.
- b. Provide invoices for the food orders prior to the County’s funding. After the delivery and payment, you shall provide receipts and payment confirmation of those receipts for expenditures prior to February 1, 2024.
- c. Only request reimbursement for expenditures that are compliant with the American Rescue Plan Act.

- d. Any Capital item purchased requires written approval of Monroe County and the relevant Federal Agency before disposal.
- e. Submit a W-9 to the County Auditor.

Section 4. Miscellaneous

- A. Amendment: This Agreement may be modified only by a written amendment signed by both parties hereto.
- B. Severability: The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
- C. It is understood and agreed that Hoosier Hills, nor any of its employees, volunteers, contractor on anyone otherwise working on this project shall not be considered an employee of the County.

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

Hoosier Hills

By:

MONROE COUNTY BOARD OF COMMISSIONERS

Penny Githens, President

Julie Thomas, Vice President

Lee Jones, Commissioner

ATTEST:

Catherine Smith, Monroe County Auditor

ARPA Funding Exhibit A

1. This funding is made available via the American Rescue Plan Act State and Local Fiscal Recovery Funds, which have an assistance listing number of 21.027 provided to Monroe County Government by the US Treasury Department.
2. As a subrecipient, you are required to comply with all compliance requirements of this federal program, including the audit requirements of OMB Circular A-133 or Uniform Grant Guidance.
3. Subrecipient is subject to financial and programmatic monitoring by Monroe County Government, to include, but not limited to:
 - a. Determining by inquiry and discussions whether subrecipient met thresholds requiring an audit under OMB Circular A-133 or Uniform Guidance.
 - b. If an audit is required, assuring that the subrecipient submits the report, report package or the documents required by OMB circulars and/or recipient's requirements.
 - c. If a subrecipient was required to obtain an audit in accordance with OMB Circular A-133 or Uniform Grant Guidance, but did not do so, following up with the subrecipient until the audit is completed, taking appropriate actions such as withholding further funding until the subrecipient meets the audit requirements.
 - d. Issuing timely management decisions for audit and monitoring findings to inform the subrecipient whether the corrective action planned is acceptable
 - e. Maintain a system to track and following up on reported deficiencies related to programs funded by the recipient and ensure that timely corrective action is taken
 - f. Regular contacts with subrecipients and appropriate inquiries concerning the federal program
 - g. Reviewing subrecipient reports and following up on areas of concern
 - h. Monitoring subrecipient budgets
 - i. Performing site visits to subrecipient to review financial and programmatic records and observe operations

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding (“MOU”) is entered into as of the _____ day of November, 2023, by and between Monroe County, Indiana (“County”) and Pantry 279, Inc. (“Pantry 279”). The parties acknowledge that this MOU is a legally binding and enforceable contractual agreement, and its provisions are enforceable in a court of law.

RECITALS

WHEREAS, the COVID-19 Pandemic has effected the lives of all Monroe County residents; and,

WHEREAS, the Federal Government has provided funding to help offset the hardships caused by the COVID-19 emergency, which allows for the support of food security; and,

WHEREAS, Pantry 279, a local not for profit dedicated to providing food security in Monroe County, over the last year your food costs and request for food have increased by more 20%, while donations have been significantly decreased, approximately down 50%.

WHEREAS, Pantry 279 has experienced an increase in request for food and has been unable to provide the same level of service to requestors.

NOW THEREFORE, the County and Pantry 279 enter into this Memorandum of Understanding.

Section 1. Project Description:

Pantry 279 will purchase additional food.

Section 2. County Responsibilities

The County shall grant \$65,000 (sixty-five thousand dollars) toward the purchase of food to be provided as part of the food bank.

Section 3. Pantry 279 responsibilities:

- a. Comply with policies and procedures found in Exhibit A.
- b. Provide you shall provide receipts and payment confirmation of those receipts for qualified expenditures prior to December 10, 2023.
- c. Only request reimbursement for expenditures that are compliant with the American Rescue Plan Act.
- d. Any Capital item purchased requires written approval of Monroe County and the relevant Federal Agency before disposal.
- e. Submit a W-9 to the County Auditor.

Section 4. Miscellaneous

- A. Amendment: This Agreement may be modified only by a written amendment signed by both parties hereto.

- B. Severability: The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

- C. It is understood and agreed that Pantry 279, nor any of its employees, volunteers, contractor or anyone otherwise working on this project shall not be considered an employee of the County.

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

Pantry 279, Inc.

By:

MONROE COUNTY BOARD OF COMMISSIONERS

Penny Githens Julie Thomas, President

Julie Thomas, Vice President

Lee Jones, Commissioner

ATTEST:

Catherine Smith, Monroe County Auditor



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

This agreement is in the same basic format as it has been for a number of years. The county's cost is based upon core animal control functions allocated based on the number of animals whose origins are in Monroe County. The County will continue to provide service in Ellettsville.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="General"/>	<input type="text" value="1000"/>	<input type="text" value="\$371,220"/>

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 2023-45

An Ordinance Approving the Interlocal Cooperation Agreement between the City of Bloomington, Town of Ellettsville, and Monroe County, Indiana, regarding Animal Management and Animal Shelter Services.

WHEREAS, the City of Bloomington, Indiana (“City”), Town of Ellettsville (“Town”), and the County of Monroe, Indiana (“County”), desire to enter interlocal agreement (“Agreement”) which authorizes the City to provide Animal Shelter Services to the County and Town and the County to provide Animal Management Services to the Town; and

WHEREAS, the form of the Agreement has been developed and is attached to this Ordinance as Exhibit A; and

WHEREAS, the County, acting by and through its Board of Commissioners, hereby finds that the Agreement promotes the public interest and should be approved.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of Monroe County, Indiana that the Agreement, attached as Exhibit A is hereby approved.

Approved this 1st day of November, 2023, by the Board of Commissioners of Monroe County.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

Penny Githens, President

Penny Githens, President

Julie Thomas, Vice President

Julie Thomas, Vice President

Lee Jones, Commissioner

Lee Jones, Commissioner

ATTEST:

Catherine Smith, Auditor

ANIMAL SHELTER INTERLOCAL FOR FISCAL YEAR 2024

WHEREAS, the City of Bloomington Animal Care & Control Department operates the Animal Shelter for the care and control of animals; and,

WHEREAS, the City of Bloomington Animal Care & Control Department enforces licensing, animal care and animal control ordinances within the corporate boundaries of the municipality, including impoundment, adoptions and euthanization of animals of the Animal Shelter; and,

WHEREAS, the County Animal Management Officers exercise similar functions within the County, but utilize the Shelter premises and staff for impoundment, adoptions and euthanization of animals; and,

WHEREAS, the County Animal Management Officers exercise similar functions within the town limits of the Town of Ellettsville, but utilize the Shelter premises and staff for impoundment, adoptions and euthanization of animals; and,

WHEREAS, the Town of Ellettsville finds it in the best interest of its citizens to contract with Monroe County for the animal management services and the City of Bloomington, Indiana for Animal Shelter use; and,

WHEREAS, Monroe County finds it in the best interest of its citizens to contract with the City of Bloomington, Indiana for Animal Shelter use and to provide the Town of Ellettsville animal management services; and,

WHEREAS, the City of Bloomington, the Town of Ellettsville, and Monroe County are empowered pursuant to Indiana Code § 36-1-7 to contract together on the basis of mutual advantage to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local government;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions herein agreed, the parties agree as follows:

1. The duration of the Agreement shall be for one (1) year, commencing January 1, 2024, and ending on December 31, 2024.
2. The City of Bloomington (“City”) agrees to provide the Town of Ellettsville (“Town”) and Monroe County (“County”) the following:
 - a. The impoundment, general animal care, adoption and euthanization of animals for the Town and County.
 - b. Use of supplies and equipment in the City Animal Shelter by the County personnel;

- c. Assistance to the Town and County in answering phone calls, dispatching service calls and explaining the County animal management laws to callers; and
 - d. Acceptance and recording payments for County license fees, and remitting these funds to the County monthly.
3. The County shall administer and enforce County Animal Management Laws, including relevant kennel regulations, within the corporate limits of the Town of Ellettsville.
 4. The County agrees to pay the City, the sum of \$371,220 in reimbursement of 2022 Animal Shelter Operations expenditures.
 5. The Town agrees to pay the City, the sum of \$25,555 in reimbursement of 2022 Animal Shelter Operations expenditures.
 6. The level of cooperation recited in this Agreement is intended to exist for the purpose of efficient and effective delivery of governmental services to the citizens of the City, Town, and County; however, the parties recognize that modifications may be required, either to the Agreement itself, or to the practices and procedures that bring the recitals contained within this document to fruition.
 7. The City, the Town, and the County departments affected by the terms of this Agreement will continue to communicate and cooperate together to assure that the purposes of this Agreement are achieved on behalf of and to the benefit of the citizens of the respective political subdivisions.
 8. This agreement shall be administered through a joint board composed of Virgil Sauder, City Director of Animal Care and Control, (fill in representatives from the Town and the County).
 9. Payments shall be made semi-annually to the Controller of the City of Bloomington, upon the timely submission by the City of a claim. Such claims should be submitted to the Monroe County Board of Commissioners, Room 322, Courthouse, Bloomington, Indiana 47404 and the Town Council of Ellettsville, P. O. Box 8, Ellettsville, Indiana, 47429.
 10. The City, the Town or the County may terminate this agreement, in whole or in part, at any time upon ninety (90)-day written notice to the others when it is in the best interest of any party. The City shall be paid any outstanding charges that are supported by verifiable documentation. The City shall promptly submit its termination claim to the Town and County to be reviewed and paid, assuming all charges are verified. If the City, the Town or the County has any property in its possession belonging to any of the others, such property shall be promptly returned to the rightful owner or disposed of in the manner the other parties direct.

THE PARTIES, intending to be bound, have executed this ANIMAL SHELTER INTERLOCAL AGREEMENT FOR FISCAL YEAR 2024 on this _____ day of _____, 2023.

TOWN OF ELLETTSVILLE, INDIANA



William Ellis, President
Ellettsville Town Council

DATE: 8/28/2023

ATTEST:



SANDRA HASH, Clerk/Treasurer

DATE: 8/28/2023

CITY OF BLOOMINGTON

MONROE COUNTY COMMISSIONERS

JOHN HAMILTON, MAYOR

PENNY GITHENS, PRESIDENT

DATE: _____

DATE: _____

LEE JONES, COMMISSIONER

DATE: _____

JULIE THOMAS, VICE PRESIDENT

DATE: _____

ATTEST:

ATTEST:

NICOLE BOLDEN, CLERK

CATHERINE SMITH, COUNTY AUDITOR

2022 BREAKDOWN OF INCOMING ANIMALS BY JURISDICTION AND SOURCE

Animals included in City of Bloomington Total

<u>Jurisdiction</u>	<u>ACO P/U</u>	<u>Surrender</u>	<u>Stray</u>	<u>Total</u>	
City	490	329	491	1,310	40.90%
Owen County		13	39	52	
Greene County		85	43	128	
Lawrence County		83	45	128	
Brown County		1	0	1	
Morgan County		18	5	23	
Other Counties		43	43	86	
Subtotal	0	243	175	418	13.05%

Animals included in Monroe County Total

<u>Jurisdiction</u>	<u>AMO P/U</u>	<u>Surrender</u>	<u>Stray</u>	<u>Total</u>	
Monroe County	284	481	615	1,380	43.08%
Ellettsville	18	40	37	95	2.97%
Subtotal	302	521	652	1,475	46.05%

TOTAL INCOMING ANIMALS 792 1,093 1,318 3,203

ACO P/U - These are animals picked up in the field by city and county animal control officers.

Surrender - These are owned animals surrendered at the shelter.

Stray - These are stray animals brought to the shelter by citizens.