



MONROE COUNTY COMMISSIONERS

Julie Thomas, President
Penny Githens, Vice President
Lee Jones

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

COMMISSIONERS' HYBRID MEETING AGENDA Wednesday, March 06, 2024, at 10:00 am Nat U. Hill Meeting Room – 3rd Floor, Courthouse and Microsoft Teams Connection

https://teams.microsoft.com/join/19%3ameeting_NTMSY2U2YTYtZmExMCO0MGJklTkzZjltZTU2OGVKN2YIZGQw%40thread.v2/0?context=%7b%22Tid%22%3a%2249a60700-4c0c-4ece-b904-fb92c600e553%22%2c%22Oid%22%3a%22db83725f-c48f-476f-8894-d4bb087d29f8%22%7d
Meeting ID: 230 025 251 609 Password: 2TWvKZ Dial by your location: 1 872 242 9432, 694151466# 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, Elizabeth Sensenstein, (812) 349-7314, esensenstein@co.monroe.in.us, as soon as possible, but no later than forty-eight (48) hours before the scheduled event. Individuals requiring special language services should, if possible, contact the Monroe County Title VI Coordinator at least seventy-two (72) hours prior to the date on which the services will be needed. The meeting is open to the public."

1. CALL TO ORDER BY COMMISSIONER THOMAS

2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER 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

February 28, 2024

February 13, 2024 - Executive Session

6. APPROVAL OF CLAIMS DOCKET

Accounts Payable – March 6, 2024

Payroll - March 8, 2024

7. REPORTS

Weights and Measures – January 16 – February 15, 2024

8. NEW BUSINESS

A. OPENING OF EMPLOYEE CLINIC REQUESTS FOR PROPOSAL

B. CONVENTION CENTER SERVICE AGREEMENT

Fund Name: LIT- Special Purpose

Fund Number: 1114

Amount: \$1,600

Presenter: Vanessa Schmidt and/or Hannah Lencheck

We are again working with the Monroe County Convention Center to host our annual Monroe County Childhood Conditions Summit. This service agreement is to hold the necessary space at the convention center in order to put on the annual summit. They are giving us a substantial financial savings of \$2,700 as our room rentals are valued at \$4,300. Service Dates: October 30, 2024.

C. IZZY'S RENTAL AGREEMENT

Fund Name(s): County General and Parks Non-Reverting

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

Amount: Not to exceed \$5,000

Presenter: John Robertson

On 02-21-24, the MCPR Board approved a service agreement with Izzy's Rental in the amount not to exceed \$5,000. Services performed include port-a-toilet pumping, blue water replacement, bleach rinsing, wiping down, stocking toilet paper, and saltwater brine in sub-freezing temperatures. Service agreement expires on April 1, 2025.

D. HIGH TECH CRIME UNIT MOU AGREEMENT #2

Fund Name: High Tech Crime Unit

Fund Number: 9159

Amount: Not to exceed \$346,800/2 year

Presenter: Beth Hamlin

This is a request for the Commissioners' signature on a Memorandum of Understanding #2 between the Monroe County Prosecutor's Office and the Trustees of Indiana University to continue funding the Monroe County Regional High Tech Crime Unit. While the Monroe County Prosecutor oversees the HTCUCU, and is the recipient of the grant award, the day to day operations are carried out by staff at Indiana University. This agreement defines that relationship. The total award for year 1 and year 2 of this contract shall not exceed \$346,800 (year 1 \$127,100; year 2 \$219,700).

E. IMPACT SOLUTIONS MOU

Fund Name(s): JDAI Coordination and JDAI Performance Bonus Grant

Fund Number(s): 9143 AND 9146

Amount: Not to exceed \$10,500 (\$5,250 each)

Presenter: Christine McAfee

The Monroe Circuit Court received \$15,000 in annual coordination grant funding (2023-24) from the Indiana Department of Correction (IDOC) to continue implementing the Juvenile Detention Alternatives Initiative in Monroe County. Additionally, the court recently received a performance bonus grant in the amount of \$62,042 to be utilized until June 30, 2024.

Part of the funding from both grants (up to \$10,500) will go toward providing meaningful, accurate, and timely data analyses to support decision making.

This request is to approve an MOU with Empact Solutions to provide technical support to probation to maintain Tableau dashboards and support further development, especially related to quality assurance. Empact will assist in updating dashboards with new data, fixing any issues that arise with the functionality of the dashboard, and adding enhancements, as needed.

F. FAMILY SOLUTIONS MOU

Fund Name: JDAI Performance Bonus Grant

Fund Number: 9146

Amount: Not to exceed \$6,050

Presenter: Christine McAfee

The Monroe Circuit Court received \$62,042 in a performance bonus grant to be utilized by June 30, 2024 from the Indiana Department of Correction (IDOC) to continue implementing the Juvenile Detention Alternatives Initiative in Monroe County.

Part of the funding from the grant will go toward funding effective parenting educational services that develop skills for raising adolescents exhibiting difficult behaviors.

This request is to approve an MOU with Family Solutions to provide funding to Family Solutions to pay for registrations, staff time to attend 24 hours of virtual training, and access to online resources including participant guidebooks. In turn, Family Solutions will begin offering these services to youth and families in our community.

G. THE WAREHOUSE MOU

Fund Name(s): JDAI Programming and JDAI Performance Bonus Grant

Fund Number(s): 9145 and 9146

Amount: Not to exceed \$14,500 (\$7,250 each)

Presenter: Christine McAfee

The Monroe Circuit Court received \$55,000 in annual programming grant funding (2023-2024) from the Indiana Department of Correction (IDOC) to continue implementing the Juvenile Detention Alternatives Initiative in Monroe County. Additionally, the court recently received a performance bonus grant in the amount of \$62,042 to be utilized until June 30, 2024.

Part of the funding from both grants (up to \$14,500) will go toward providing youth of our community a no-cost, pro-social, recreational opportunity that provides supervision and mentor opportunities.

This request is to AMEND the original MOU with The Warehouse that was approved by the Commissioners on June 28, 2024 to increase the total amount available for mentoring services due to the additional funding recently awarded in the performance bonus grant.

H. PEOPLE AND ANIMALS LEARNING SERVICES (PALS) MOU

Fund Name: JDAI Performance Bonus Grant

Fund Number: 9146

Amount: Not to exceed \$3,000

Presenter: Christine McAfee

The Monroe Circuit Court received \$62,042 in a performance bonus grant to be utilized by June 30, 2024 from the Indiana Department of Correction (IDOC) to continue implementing the Juvenile Detention Alternatives Initiative in Monroe County.

Part of the funding from the grant will go toward funding opportunities to support youth and families in developing new pathways to maintain sobriety, acknowledge and overcome fear, and identify maladaptive thought and behavior patterns through equine-assisted services.

This request is to approve an MOU with People and Animals Learning Services (PALS) to provide 12 weekly sessions (lessons, classes, or groups) to youth and/or families, between March 1 and June 30, 2024 for up to ten (10) sessions.

I. ORDINANCE 2024-15; UPDATE OF HEALTH DEPARTMENT FEES

Presenter: David Schilling

This is a request to update and amend the Health Department Service Fees.

J. ADVISIO AND FIRST APPRAISAL GROUP PROPOSALS FOR W. SR 46 & HUNTER VALLEY RD

Fund Name: EDIT BAN

Fund Number: 4816

Amount: \$950 (Advisio) and \$3,750 (First Appraisal Group)

Presenter: Jeff Cockerill

During the investigation of the Thomson Site the County learned a couple of obstacles have been determined. In order to locate the building(s) the area needed would need to have a substantial amount of debris removed and have the electrical lines moved.

Together these two tasks is estimated to cost over six million dollars. In addition, the moving of the power lines is estimated to take between 2 and 2.5 years. During which time minimal, if any, construction activity would occur. These two appraisals are to determine the cost of an alternative option.

K. FINANCIAL SOLUTIONS GROUP TIF ANNUAL REPORT CONTRACTS

Fund Name(s): Bloomington Township/46 Corridor Economic Development Area, Fullerton Pike Economic Development Area, Westside Economic Development Area, and Curry Profile TIF District

Fund Number(s): 4921, 4922, 4920, and 4934

Amount: Not to exceed \$16,000

Presenter: Jeff Cockerill

This agenda item includes four different TIF Annual Report contracts. One for each of the County's TIF districts. The reports are required to be submitted to the County Council and the State of Indiana in

April. FSG has performed these services for the County and the Redevelopment Commission has reviewed and approved the agreements.

L. AWARD E & B PAVING THE MARLIN HILLS DRAINAGE AND PAVING PROJECT

Fund Name: American Rescue Plan Act (ARPA)

Fund Number: 8950

Amount: \$369,693

Presenter: Lisa Ridge

Bids were opened publicly on February 22, 2024 by Monroe County Highway representatives. There were three (3) bids received for the project. E&B Paving, LLC was the lowest, most responsive, and responsible bidder. The Department recommends awarding the project to E&B Paving, LLC. The project is being funded from APRA funds and is the last subdivision to be completed from the list of projects. A local engineering firm was hired to help design some more extensive drainage repairs for the subdivision. The Department will include the Alternative 1 for some extra drainage work to be completed to improve the overall project and the bid is under the appropriated funding amount. The project will be completed in 2024. The Department staff will notify the residents of the subdivision of the upcoming work to be completed as soon as a schedule is submitted by the contractor.

9. APPOINTMENTS

10. ANNOUNCEMENTS

11. ADJOURNMENT

Githens made a motion to approve. Jones seconded.
Thomas called for a roll call vote.
Cockerill called roll.
Thomas – yes
Githens – yes
Jones - yes
Motion carried 3-0.

6. APPROVAL OF CLAIMS DOCKET
Accounts Payable – February 28, 2024

10:22 am

Githens made a motion to approve. Jones seconded.
No public comments.
Thomas called for a roll call vote.
Cockerill called roll.
Thomas – yes
Githens – yes
Jones - yes
Motion carried 3-0.

7. REPORTS
None

8. NEW BUSINESS

A. FINANCIAL SOLUTIONS GROUP AGREEMENT
Fund Name: County General
Fund Number: 1000
Amount: Not to exceed \$28,000
Presenter: Molly Turner-King

10:23 am

Council wishes to contract with the Financial Services Group "FSG" to provide services that include general financial advisory services to the County during the Calendar Year 2024 and a three-year projection of County finances for 2025, 2026 and 2027 to assist Council with identifying information that is valuable in the development of short-term and long-term goals.

Githens made a motion to approve. Jones seconded.
No public comments.
Thomas called for a roll call vote.
Cockerill called roll.
Thomas – yes
Githens – yes
Jones - yes
Motion carried 3-0.

B. BLUESTONE, LLC AGREEMENT

Fund Name(s): County General and Parks Non-Reverting

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

Amount: Not to exceed \$30,000

Presenter: Kelli Witmer

On 02-21-24, the MCPR Board approved an on-call Agreement with Bluestone, LLC in the amount not to exceed \$30,000. This agreement will allow Monroe County the ability to have a professional tree company on-call that possess the appropriate large equipment and staff to perform tree remediation or removal safely and quickly. Agreement expires on 07-01-25.

Please make note of Exhibit "A", the U.S. Fish & Wildlife Service Forest Management Guidelines for Avoiding Incidental Take of Indiana Bats and Northern Long-eared Bats within the State of Indiana.

Githens made a motion to approve. Jones seconded.

No public comments.

Thomas called for a roll call vote.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones - yes

Motion carried 3-0.

C. MOU WITH CRIMSON SECURITY

10:30 am

Fund Name(s): Special Purpose LIT (Juvenile Probation) and Public Safety LIT (Probation)

Fund Number(s): 1114(\$10,000) and 1170 (\$10,560)

Amount: \$20,560

Presenter: Linda Brady

Public and county employee safety at the Community Corrections office (Johnson Hardware Building) during the high-traffic early morning Day Reporting hours has been provided by Alliance Security, Inc. since 2014 through a contractual agreement (MOU) with Monroe County Government. Alliance Security Inc. contracted with off-duty Indiana State Troopers to perform the safety and security tasks, including the service of warrants.

Alliance Security Inc. has given notice to Monroe County that they are ending this agreement effective February 5, 2024.

One of the primary duties of the contracted Indiana State Troopers has been to serve outstanding warrants in a safe manner. After the arrest, the Troopers then transported the arrestees to the Monroe County jail, thereby saving Monroe County Sheriff's Deputies from that duty so that they can remain on patrol across Monroe County during those high-traffic early morning commute hours of 7:00 AM-9:00 AM Monday through Friday.

The security officers/Troopers also helped to manage the vehicle traffic in the alley outside of the Day Reporting office at the time of day when 150-200 offenders report for supervision check-ins, breath-alcohol tests, and urine drug tests. Prior to contracting with Alliance Security Inc., there had been numerous traffic jams in the alley, sometimes leading to "road rage" incidents. Further, the high

concentration of offenders sometimes would congregate in the alley and parking lots leading to incidents of disorderly conduct and other criminal activity occurring.

Githens made a motion to approve. Jones seconded.

No public comments.

Thomas called for a roll call vote.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones - yes

Motion carried 3-0.

D. AGREEMENT WITH MONROE COUNTY FAIR ASSOCIATION FOR SAFE PLACE ADVERTISING

10:34 am

Fund Name: Safe Place

Fund Number: 9103

Amount: \$175

Presenter: Jessica Brown

We are working with the Monroe County Fairgrounds to promote Safe Place. This will be a new endeavor to have an advertisement placed on a bench located at the local fairgrounds although we have entered into many agreements with the fairgrounds previously. We are hopeful that this will be placed and visible to both the adult and youth public prior to the upcoming eclipse. Advertising the Safe Place Program help us to meet both our Safe Place and Runaway Homeless Youth grant requirements. Service Dates: February 16 2024 - February 16 2026.

Githens made a motion to approve. Jones seconded.

No public comments.

Thomas called for a roll call vote.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones - yes

Motion carried 3-0.

E. CORRECTIONAL CENTER COLLECTIVE BARGAINING AGREEMENT

10:37 am

Presenter: Jeff Cockerill

This Agreement renews the Collective Bargaining Agreement for the Correctional Center staff as defined by Monroe County Code 253. The previous agreement expires on December 31, 2023. The Agreement provides for the following major changes:

1) How specialty pay will be provided. In the past, the correctional officers received a lump sum for shift differentials, specialty team payments, and educational bonuses. However, this will now be switched to an hourly rate.

2) The pay for the Sergeants and the number of work hours required of Captains was changed to reflect what is in the Monroe County Salary ordinance.

3) How uniforms are to be paid. The contract provides that the County will buy uniform for the first-year officer. After an officer's first year, he/she will receive a uniform allowance of \$1,200. This amount did not change. The change is how we are handling the uniform needs of the first-year officer.

Githens made a motion to approve. Jones seconded.

No public comments.

Thomas called for a roll call vote.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones - yes

Motion carried 3-0.

F. ORDINANCE 2024-04; WHALEY PUD OUTLINE PLAN AMENDMENT #2

10:42 am

Presenter: Shawn Smith

This request is to amend the Whaley PUD Outline Plan Amendment 2 to allow for the filling of all sinkholes on the Western portion of the property for the after-the-fact filling of two Sinkhole Conservancy Areas (SCA) and to add one new use to the permitted use list: Boat and RV Storage to the area approximately 12.34 +/- acres in Section 14 of Van Buren Township, at 4810 W State Road 45, Parcel #: 53-09-14-102-001.000-015.

This Ordinance request has been separated into two parts due to the number and type of recommendations. Both parts received a vote of 7-0 by the Plan Commission on January 16, 2024.

2024-04a represents the "positive" recommendations.

2024-04b represents the "negative" recommendations.

Githens made a motion to approve. Jones seconded.

Thomas called for comments from petitioner representatives:

Daniel Butler, Bynum Fanyo & Associates

Bill Williams, CLR Contractors

Keith Klien, K & S Rolloff

Thomas called for public comments in favor of this petition.

None

Thomas called for public comments in opposition to petition.

None

Thomas called for a ten minute recess.

Thomas resumed meeting.

Thomas made a motion to add a third condition to the ordinance to include a very specific, detailed map of what can be stored in particular areas on the property. Githens seconded. Petitioner was also in favor of adding the third condition to the ordinance.

Thomas called for a roll call vote on the motion to add a third condition.

Cockerill called roll.

Thomas – yes

Githens – yes
Jones – yes
Motion to amend ordinance carried 3-0.

Thomas called for public comments.
None

Thomas called for a roll call vote on 2024-04-A, all positive recommendations as amended.
Cockerill called roll.
Thomas – yes
Githens – yes
Jones – yes
Motion carried.

Thomas called for a roll call vote on 2024-04-B, all negative recommendations
Cockerill called for a roll call vote.
Thomas – no
Githens – no
Jones – no
Motion failed 3-0.

G. ORDINANCE 2024-06; BLOOMINGTON TECHNOLOGY PARK OUTLINE PLAN AMENDMENT #7 11:58 am
Presenter: Drew Myers

The petition site is located in Van Buren Township, Section 1 and is 3.8 acres zoned “Bloomington Technology Park - Planned Unit Development” (PUD). The petitioner, Liberty Drive Medical Office Facility LLC, is requesting to amend the Bloomington Technology Park PUD ordinance. The petitioner is represented by Todd Borgman of Smith Design Group, Inc. and James F. Bohrer of Clendenning, Johnson, & Bohrer, P.C.

The petition site is currently zoned under the Bloomington Technology Park PUD to permit Light Industrial uses. The petitioner is now requesting a PUD Outline Plan Amendment to permit same list of limited Commercial uses that are currently available for other lots within the same PUD. The impetus for this rezone is due to a request to utilize the property as a hotel, which was determined to not be a permitted use under the current PUD guidelines; however, the use of a hotel is permitted on adjacent lots. The petitioner was made aware of this fact and proceeded with this filing to try to allow commercial uses (including a hotel) to be permitted on this lot.

The Planning Dept. Staff provided a positive recommendation to the Plan Commission, which then forwarded this petition to the Board of Commissioners with a positive recommendation by a vote of 7-0.

Githens made a motion to approve. Jones seconded.
Thomas called for comments from petitioner representative:
Jim Bohrer, Clendenning, Johnson & Bohrer

Thomas called for comments in favor of petition.
None
Thomas called for comments in opposition of petition.
None

Thomas called for a roll call vote.
Cockerill called roll.
Thomas – yes
Githens – yes
Jones - yes
Motion carried 3-0.

10. APPOINTMENTS

12:10 pm

Githens made a motion to appoint the following. Jones seconded.

Library Board

Amy O'Shaughnessy, remainder of 4-year term ending 01.31.2028

Property Tax Assessment Board of Appeals

Pat Bookwalter, no limit, no expiration

Traffic Commission

Laura Lane, remainder of 2-year term ending 12.31.24

Thomas called for a roll call vote.
Cockerill called roll.
Thomas – yes
Githens – yes
Jones – yes
Motion carried 3-0.

11. ANNOUNCEMENTS

12:11 pm

Public meeting for Fullerton Pike PH III will be held Monday, March 25th, 5:30 – 6:30 pm at Batchelor Middle School cafeteria.

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 Teams 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, March 6, 2024, 1 pm – 6 pm

Friday, March 8, 2024, 10 am – 3 pm

Thursday, April 4, 2024, 1 pm – 6 pm

Friday, April 5, 2024, 10 am – 3 pm

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.

Rural Housing Repair Program now accepting application from low and moderate income Monroe County homeowners. 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	trustee@bentontownship53.in.gov
Bloomington – Efrat Rosser	812.336.4976	bloomingtontownship@in.gov
Clear Creek - Thelma Jefferies	812.824.7225	thelma@bluemarble.net
Indian Creek - Chris Reynolds	812.824.4981	indiancreektownship@gmail.com
Perry - Dan Combs	812.336.3713	trustee@perrytownship.info
Polk –Scott Smith	812.837.9446	polktownshiptrustee@gmail.com
Richland - Marty Stephens	812.876.2509	rttfrontdesk@bluemarble.net
Salt Creek - Joan Hall	812.837.9140	jcareyhall@gmail.com
Van Buren - Rita Barrow	812.825.4490	rbarrow@vanburentownship.org
Washington – Mary VanDeventer	812.325.1708	mvandeventertrustee@gmail.com

12. ADJOURNMENT

12:15 pm

The summary minutes of the February 28, 2024, Board of Commissioners' meeting were approved on March 6, 2024.

MONROE COUNTY COMMISSIONERS

"Aye"

"Nay"

Julie Thomas, President

Julie Thomas, President

Penny Githens, Vice President

Penny Githens, Vice President

Lee Jones, Member

Lee Jones, Member

ATTEST:

Brianne Gregory, Auditor
Monroe County, Indiana

Date



**MONROE COUNTY BOARD OF COMMISSIONERS'
WORK SESSION AGENDA**

February 28, 2024

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

NO MEETING THIS DATE

**MEMORANDUM OF FEBRUARY 13, 2024
EXECUTIVE SESSION MEETING OF THE
MONROE COUNTY COUNCIL AND
MONROE COUNTY BOARD OF COMMISSIONERS**

Pursuant to Indiana Code §5-14-1.5-6.1(b)(2)(D) the Monroe County Council and Monroe County Board of Commissioners met in Executive Session on February 13, 2024, in the HR/County Council Conference Room for the purpose of discussing a real property transaction.

Trent Deckard, Council President, called the Council meeting portion to order at 4:32 pm.

Penny Githens, Board of Commissioners Vice-President, called the Board of Commissioners meeting portion to order at 4:32 pm.

The following Monroe County Council members were in attendance in person: Trent Deckard, Jennifer Crossley, Marty Hawk, Peter Iversen, Geoff McKim, Cheryl Munson, and Kate Wiltz.

The following Monroe County Commissioners were in attendance in person: Penny Githens and Lee Jones.

Staff in attendance were Jeff Cockerill, Molly Turner-King, Angie Purdie, and Kim Shell.

The following representatives from the Sheriff's office were in attendance: Ruben Marté, Phil Parker, Kyle Gibbons, and Corey Grass.

The discussion was limited to the advertised purpose of discussing a real property transaction.

The meeting adjourned at 5:02 pm

(The remainder of this document is intentionally left blank.)

13, cmm


The Memorandum of the February 23, 2024, Executive Session Meeting of the Monroe County Council and Monroe County Board of Commissioners was presented and approved by the Monroe County Council this 27th day of February 2024.

MONROE COUNTY COUNCIL

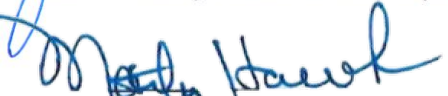
☒ Aye ☐ Nay ☐ Abstain ☐ Not Present


Trent Deckard, President


☒ Aye ☐ Nay ☐ Abstain ☐ Not Present


Jennifer Crossley, President Pro Tempore

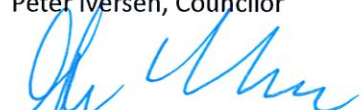
☒ Aye ☐ Nay ☐ Abstain ☐ Not Present


Marty Hawk, Councilor


☒ Aye ☐ Nay ☐ Abstain ☐ Not Present


Peter Iversen, Councilor

☒ Aye ☐ Nay ☐ Abstain ☐ Not Present


Geoff McKim, Councilor

☒ Aye ☐ Nay ☐ Abstain ☐ Not Present


Cheryl Munson, Councilor

☒ Aye ☐ Nay ☐ Abstain ☐ Not Present


L. Kate Wiltz, Councilor

ATTEST:


Brianne Gregory, Auditor
Monroe County, Indiana

2/27/2024
Date

The Memorandum of the February 13, 2024, Executive Session Meeting of the Monroe County Council and Monroe County Board of Commissioners was presented and approved by the Monroe County Board of Commissioners this _____ day of _____ 2024.

MONROE COUNTY BOARD OF COMMISSIONERS

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Julie Thomas, President

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Penny Githens, Vice President

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Lee Jones, Commissioner

ATTEST:

Brienne Gregory, Auditor
Monroe County, Indiana

Date



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

FILED
FEB 26 2024

Inspector: Scott A Sowder
Jurisdiction: Monroe
Date Start: January 16, 2024
Date End: February 15, 2024

Auditor Monroe County, Indiana

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



INSPECTION ACTIVITIES	Correct	Rejected	Red Tags	TOTAL
SCALES				
Vehicle - State Police				
Vehicle - State Inspection				
Vehicle - City or County	3	2		5
Railroad Scales				
Belt Conveyor Scales				
Livestock Scales				
Portable & Dormant Scales	16			16
Hopper Scales	1			1
Computing Scales	191	1	6	198
Suspension Scales				
Prescription Scales				
Gram Scales				
Non-Commercial Scales				
MEASURING DEVICES				
LPG Meters				
CNG Meters				
Vehicle Truck Meters				
Gasoline, Kerosene, Diesel Tests	1			1
High Flow Diesel Tests	8			8
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	95	7		102
Firewood				
LP Gas Cylinders				
Octane samples				
Mulch				
Misc. Determinations	31			31
GRAND TOTAL	346	10		356

COMMENTS (Explain Miscellaneous Tests and Activities)
Small Scales I was able to complete most of my larger grocery stores this month. I have a couple left but should have those completed by the middle of March. Most of the small stops that I normally complete during this time of the year are on par with past years. I should have things squared away and ready to start fuel dispensers before the end of March.
Package Checking I did find some issues this month. One of our larger grocery chains is now subcontracting their cut fruit to an outside company that works at the store's location but is separate from the store. During my inspection I found some items that were short net weight and the label placement and information was inaccurately displayed. I brought in some other counties to help with this investigation and discovered that the issue was widespread. It was determined that there was some issues in their packaging process. I have been working closely with the store's corporate office, the subcontractor's corporate office, and NIST to get the issue rectified at all locations throughout Indiana and beyond. This is still a work in progress.
Eclipse I have been working closely with Justin Baker, Deputy Director of Emergency Management, to visit fuel locations that will be impacted by the upcoming eclipse traffic. Justin has prepared an informational handout to provide info and suggestions about staffing, fuel delivery, etc. to help prevent the issues that have afflicted other states during past major eclipse events. The info he is providing has also inspired other Weights and Measures and Emergency Management departments in the path of the eclipse to do the same awareness campaign



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal

Work session

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:



Service Agreement

Client/Organization Youth Services Bureau of Monroe Co.	Event Date 10/30/2024 (Wed)	Contract Due Date 3/25/2024	Deposit Due Date	Pln Guests 200
Address 615 S Adams St, Bloomington, IN 47403		Booking Contact Lenchek, Hannah	Booking Tel (812) 335-7276	
		Booking Email btccbloomington@gmail.com		

Venue

Date	Description	Room	Setup Style	Start	End
10/30/2024-Wed	General Session/Meals	Duke East/Great Room	Banquet	7:00 am	5:00 pm
10/30/2024-Wed	Break Out Room	Duke West	Banquet	7:00 am	5:00 pm
10/30/2024-Wed	Break Out Room	Zebendon-Hansen	Theatre	7:00 am	5:00 pm
10/30/2024-Wed	Break Out Room	Cook East/West	Theatre	7:00 am	5:00 pm
10/30/2024-Wed	Green Room	Rogers	Banquet	7:00 am	5:00 pm
Room Chg		\$1,600.00			

Subtotal	\$1,600.00	Paid	\$0.00	Pay Method	Card Number
Taxes (8%)	\$0.00	Balance	\$1,600.00	Card Type	Expires
Serv Chg (20%)	\$0.00			Card Holder	
Total Value	\$1,600.00			Signature	

Visa/MasterCard* *4% charge added to all Credit Card Payments. Make checks payable to Monroe Convention Center.

Final payment is due prior to the event unless specific arrangements have been made. Late payments will incur a finance charge. Please return the contract by **3/25/2024**. If the contract is not received by this date we will release your tentative hold.

I have read the above contract and agree to the **Agreement Policies** as well as any terms and conditions on any contract addendum which I may sign.

Client: _____

Date: _____

MCC Sales Rep: _____

Date: _____

AGREEMENT POLICIES

CANCELLATION

In the event of cancellation by the customer **6 months or less prior to the function**, the customer is responsible for the entire room rental cost. In the event of cancellation by the customer **60 days or less prior to the function**, the customer is responsible for the **entire projected cost** of the function.

FOOD SERVICE AND VENDING

All food and beverage service at the Convention Center will be provided by the Convention Center's catering service.

No other food or beverage may be brought into or taken out of the Convention Center (exclusive of wedding cakes, mints and/or nuts) unless prior arrangements have been approved by the Convention Center's director. Any violation of this policy will result in an additional charge of 100% of the appropriate room rental. All vending rights are reserved by the Convention Center. Center Catering Services reserves the right to refuse service to any guests when in question of their age or safety of guests.

If a final guarantee of the number of attendees is not received at least 5 business days prior to the function, the Convention Center will prepare and charge for the number of persons estimated from this Agreement.

All aspects of Convention Center functions are subject to service (gratuity) charges and applicable state and local sales taxes.

Final menu selections should be submitted 15 days prior to the function to insure the availability of the desired menu items.

DAMAGES

The customer is responsible and shall reimburse the Convention Center for any damage, loss or liability incurred to the Convention Center, by any of the customer's guests or any persons or organizations contracted by the customer to provide any service or goods before, during and after the function.

In the event you or your guests damage the Convention Center property, you will be held fully responsible for all replacement and repair charges as determined by the Convention Center management. The Convention Center will not assume any responsibility for damage or loss of any merchandise or articles left in the Convention Center prior to or following your function.

SECURITY

The Convention Center provides regular building security for the safety, protection, and convenience of guests and Convention Center property. If determined by the Convention Center that a contracted event requires special, extra, or full-time security, additional security will be arranged by Convention Center at the rates currently in force and billed to the Customer after the event.

A security officer is required for all events with bar service and will be provided by the Convention Center at the expense of the customer.

The Convention Center may request that the customer obtain and pay for bonded security personnel when valuable merchandise or exhibits are displayed or held overnight in the Convention Center. Customer must notify Convention Center 2 weeks in advance of potential valuable merchandise of their function.

STORAGE

The Convention Center does not have facilities for storage.

The Convention Center will accept shipments no more than one day prior to an event.

The customer is responsible for arrangements and all expenses of shipping materials, merchandise exhibits and any other items to and from the Convention Center.

EQUIPMENT

No power vehicle or heavy equipment may be brought into, operated or run in the building without prior written approval of the Convention Center.

Convention Center provides no equipment furnishings or services to third parties, sublessees, or assignees as a part of this Agreement. Equipment/services requested by third parties, sublessees, assignees, shall be contracted for and billed separately.

INSURANCE

The Convention Center does not hold insurance on the personal property of Lessee and is not liable for loss, theft, or damage to property belonging to Lessees or its attendees.

The customer agrees to save and keep Monroe County, Downtown Bloomington Inc., and the Bloomington/Monroe County Convention Center harmless from any and all liability whatsoever arising out of its use of the Convention Center facilities. Insurance required for all public events, events with alcohol, etc. Customer is required to submit a certificate of insurance for their function upon the request of the Convention Center.

FIRE PRECAUTIONS

The Bloomington/Monroe County Convention Center is a smoke free facility.

No live Christmas trees are permitted in the building.

Customer is responsible for keeping contracted areas free of paper, debris, or any other materials that might present a fire hazard.

Fire exits, aisles, fire-fighting equipment, or other emergency equipment cannot be blocked in any way. Anything found blocking any of the above will be removed immediately at the expense of the customer at rate currently in force.

Unsecured helium balloons and open flames will not be permitted. Enclosed candles may be used, subject to prior Convention Center approval.

All mechanical/electrical connections must be approved by the Convention Center director prior to use.

POLICIES

As described in Indiana Sales and Use Tax Bulletins 10 and 11, Not for Profit Organizations are only exempt from sales tax on food when purchased for fund raising activities. In order for a purchase for a Not for Profit Organization to qualify for exemption from sales tax on room rentals, etc., the purchase must be used for the same purpose as that which the organization has been exempted. Purchases to be used by the organizations operating predominately for social purposes are not exempt.

The Convention Center reserves the right to move functions to other meeting/banquet rooms other than those appearing on contract with prior notification – especially if the number of guests is below the anticipated count.

If a change from original room set-up occurs on the day of function, there will be a \$50.00 minimum labor charge added to your invoice.

Decorators, exhibitors, and customers, in preparing for a scheduled event, are required to protect the carpeting, walls and furnishings of the Convention Center with whatever means are necessary to prevent damage, i.e. plastic floor covering, furniture pads, etc.

The use of confetti and glitter is not permitted. Event decorators are encouraged to work directly with a Convention Center contact before making final decorating decisions.

Unusual room modifications, such as nailing, stapling, taping, spraying, drilling, coring, punching, hanging on, or attaching to walls, floors, ceilings, is not allowed without prior written approval of the Convention Center Director, and upon approval, will be done only by or with supervision of Convention Center personnel. Bubble and fog machines are prohibited.

Packing or unpacking of private equipment, displays, decorations and diverse materials is the responsibility of the Customer.

The Convention Center will maintain a clean appearance of the facility including the aisles of extended displays.

Customer shall remove all exhibits, luggage, equipment, etc., from Convention Center premises immediately following the close of the event, unless prior arrangements have been made in writing with the Convention Center Director. Customer is responsible for removal of all decorations. Failure to do so will result in additional charges, including additional rental fees.

Authorized representatives of the Convention Center management shall have free access at all times to spaces occupied by the Customer.

All prices are subject to change.

The Convention Center makes no warranties or representations to the customer other than those printed in this Agreement.

Customer acknowledges that he has paid all royalties for performance rights and contracted production and agrees to hold Convention Center, its Board and agents harmless and agrees to indemnify it against all expenses incurred from or related to legal action including attorney fees regarding said rights.

If tickets are sold to the public, customer will provide Convention Center with a sample at least 14 days prior to the event(s).

Customer is responsible for payment of national, state, and local taxes levied against any event it sponsors at the Convention Center, and for the procurement of all licenses or permits required for such events.

Convention Center will not be held liable for scheduling conflicting events in other Convention Center facilities at the time of the contracted event.

The customer may not assign or sublet his assigned space without prior written consent of the Convention Center management.

Convention Center may terminate this Agreement for space rental if the customer's use of the premises is in conflict with federal, state or local laws or it is determined by the Convention Center, its sole discretion, that customer's use is not compatible with the Convention Center facilities or otherwise poses a risk of injury to the Convention Center image or reputation..

The Convention Center shall not be liable for non-performance of this Agreement when such non-performance is attributable to labor troubles, disputes or strikes, accidents, government (Federal, State and Municipal) regulations, restriction upon travel or transportation, non-availability of food, beverage or supplies, riots, national emergencies, acts of God, and other causes whether enumerated herein or not, which are beyond the reasonable control of the Convention Center preventing or interfering with the Convention Center's performance. In no event shall the Convention Center be liable to the customer for consequential damages that may result from the non-performance of this Agreement.

Notwithstanding any other provisions of this Agreement, the owner and/or manager of this Convention Center shall be relieved from all requirements hereof, and this Agreement shall terminate, if owner shall sell, transfer or otherwise convey its interest in this Convention Center, provided owner has given at least 30 days notice of the transfer of its interest in the Convention Center and termination of this Agreement. In the event of any such termination, owner shall return all advance payments or deposits whereupon the parties shall have no further obligations to each other, provided that if the Convention Center shall continue in operation as a Convention Center after such transfer by owner then owner may assign all of its rights and obligations under this Agreement to the new owner who shall then be solely responsible for performance hereunder, and owner shall be relieved of all obligations and responsibilities under this Agreement upon transfer of all advance payments and deposits received by owner to the new owner.

In the event of a breach of this Agreement by Customer, Convention Center shall be entitled to pursue any and all remedies available at law or equity. In addition to all other remedies, Convention Center shall be entitled to recover from customer the expenses incurred, including reasonable attorney fees, for enforcing this Agreement.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

On 02-21-24, the MCPR Board approved a service agreement with Izzy's Rental in the amount not to exceed \$5,000. Services performed include port-a-toilet pumping, blue water replacement, bleach rinsing, wiping down, stocking toilet paper, and saltwater brine in sub-freezing temperatures. Service agreement expires on April 1, 2025.

Fund Name(s):

County General
Non-Reverting

Fund Number(s):

1000
1178 & 1179

Amount(s)

Not to exceed
\$5,000

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

John Robertson

Phone Number(s)

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

Attorney who reviewed:

Agreement for Services

This Agreement is made between **Izzy's Rental** ("Contractor") and the Monroe County Parks and Recreation Board and the Monroe County Board of Commissioners (collectively, "Monroe County"). The Contractor and Monroe County mutually agree as follows:

The terms of this Agreement enlist Contractor to perform port-a-toilet servicing for port-a-toilets owned by Monroe County. The following terms shall apply:

1. **Scope of Project.** Monroe County wishes to retain the professional services of Contractor at the per trip rate of Twenty Dollars (\$20.00). Services performed include port-a-toilet pumping, blue water replacement, bleach rinsing, wiping down, stocking toilet paper, and saltwater brine in sub-freezing weather.
 - a. The Monroe County Parks and Recreation (MCPR) Director will provide to Contractor in writing the address for facilities to be serviced and the servicing frequency for each port-a-toilet. Each location will have one port-a-toilet to service. This document will be provided once annually and within thirty (30) days of execution of this Agreement. If the MCPR Director deems it necessary to make changes to the facilities to be serviced or the frequency of services, the MCPR Director will provide notice of such to Contractor in writing.
 - b. Location addresses may include but are not limited to:
 - (1) Sheriff Substation/Limestone Greenway, 1050 West Dillman Rd., Bloomington, IN
 - (2) Karst Farm Greenway, 2795 N. Loesch Rd., Bloomington, IN
 - (3) Karst Farm Greenway, Ellettsville, IN area
 - (4) Karst Farm Park, 2450 S. Endwright Rd., Bloomington, IN
 - (5) Flatwoods Park, 9499 Flatwoods Rd., Gosport, IN
 - (6) Will Detmer Park, 4140 W. Vernal Pike, Bloomington, IN
2. **Price.** The total accumulated amount paid to Contractor under this Agreement shall not exceed Five-Thousand Dollars (\$5,000.00), without further written approval by Monroe County. Contractor shall submit a monthly invoice, including the location and dates serviced. Invoices can be submitted to Kelli Witmer, Monroe County Parks and Recreation Director, at kwitmer@co.monroe.in.us and/or 501 N. Morton St., Suite 100, Bloomington, IN 47404. The Monroe County Parks and Recreation Department shall pay Contractor's submitted invoices within forty-five (45) days of receipt.
3. **Term.** The term of this Agreement shall be from the date executed by both parties, below, and shall terminate on **April 1, 2025**. This Agreement may be extended by both parties if done so mutually and in writing and approved in the same manner as this Agreement. Either party may terminate this Agreement by giving written notice to the other party at least thirty (30) days in advance of the intended date of termination.
4. **Indemnity.** Contractor assumes all risks and responsibilities for accidents, injuries, or damages to person(s) or property related to performance pursuant to this Agreement and agrees to indemnify and save harmless Monroe County from all claims, costs, or suits of whatever nature, including attorneys' fees, related to performance of the Agreement, except such claims, costs, or suits arising out of the negligence of Monroe County or its employees.
5. **Worker's Compensation.** Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana and furnish a certificate of such insurance to Monroe County before commencement of work on a project. Failure to provide this certificate may be regarded by Monroe County as a material breach of this Agreement and may result in cancellation of this Agreement without further cause. It shall be in Monroe County's sole discretion whether there is a

material breach under this paragraph and whether the breach should result in cancellation of this Agreement.

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

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

8. **Compliance with Law.** Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations, including Monroe County's policy prohibiting harassment. Contractor shall indemnify and save harmless Monroe County for any fines or expenses of any nature which it might incur from Contractor's noncompliance. *If required by law*, Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:
 - o Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
 - o 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.
 - o Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.
9. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor and shall not be considered an employee or agent of the Board or Monroe County for any purpose. Contractor shall have exclusive control over the means, methods, and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
10. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
11. **Governing Law.** This Agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.

12. Entirety of Agreement. This Agreement, consisting of three (3) pages and attached Exhibit A, constitutes the entire agreement between the parties and may be modified only in writing referencing this Agreement and signed by both parties.

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

Cindi Lewis
Representative of Izzy's Rental

02/26/2024
Date

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS
this 6th day of March, 2024, pursuant to Monroe County Code Chapter 266-5.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Penny Githens, Vice President

Penny Githens, Vice President

Lee Jones, Commissioner

Lee Jones, Commissioner

ATTEST:

Brianne Gregory, Auditor



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 03/06/24

Formal ☐

Work session ☐

Department Prosecutor

Title to appear on Agenda: Request for approval of and signature on High Tech Crime Unit Memorandum of Agreement #2 for 2024.

Vendor #

Executive Summary:

This is a request for the Commissioners' signature on a Memorandum of Understanding #2 between the Monroe County Prosecutor's Office and the Trustees of Indiana University to continue funding the Monroe County Regional High Tech Crime Unit. While the Monroe County Prosecutor oversees the HTCUCU, and is the recipient of the grant award, the day to day operations are carried out by staff at Indiana University. This agreement defines that relationship. The total award for year 1 and year 2 of this contract shall not exceed \$346,800 (year 1 \$127,100; year 2 \$219,700)

Fund Name(s):

High Tech Crimes Unit Fund

Fund Number(s):

9159

Amount(s)

\$346,800 (two year total not to exceed)

Presenter: Beth Hamlin

Speaker(s) for Zoom purposes:

Name(s)

Beth Hamlin

Phone Number(s)

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

Attorney who reviewed:

Baker, Lee

**AMENDMENT #2 TO
MEMORANDUM OF AGREEMENT**

THIS AMENDMENT ("Amendment") is entered into as of the last signature below ("Effective Date") between **Monroe County Prosecuting Attorney's Office** ("Prosecuting Attorney") and the **Trustees of Indiana University**, an educational institution organized under the laws of the State of Indiana ("University").

WHEREAS Prosecuting Attorney and University entered into the Agreement on or around April 14, 2022, to provide funding to support the creation of the HTCUC at University, and Prosecuting Attorney and University entered into Amendment #1 to the Agreement on September 21, 2022.

WHEREAS the parties now wish to amend the Agreement to extend the Term and add additional consideration.

WHEREAS capital terms used and not otherwise defined herein shall have the meanings given such terms in the Agreement to the extent defined therein.

THEREFORE, it is agreed as follows:

1. The Term as defined under "Article 2. Term" is amended as follows:

The term of this Agreement shall commence on January 1, 2024, and remain in effect until December 31, 2024, ("Term") unless changed by mutual consent of the parties by written amendment to this Agreement.

2. Term 3.2 under "Article 3. Consideration and Payment" is amended as follows:

The Contract Amount under Term 3.2 is revised to add One Hundred Twenty-Seven Thousand and One Hundred Dollars (\$127,100.00) to the Agreement. Unless amended, the total amount of money to be paid to University by Prosecuting Attorney under the Agreement, Amendment #1, and this Amendment #2 shall not exceed Three Hundred Forty-Six Thousand and Eight Hundred Dollars (\$346,800).

3. The University "Programmatic Notices" information is amended as follows:

Indiana University
Attn: Brad Seifers, IUPD Deputy Superintendent
Email: brdsfrs@iu.edu

4. All other terms and conditions remain in effect and full force.

SIGNATURES BEGIN ON NEXT PAGE

The parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Trustees of Indiana University

Joshua A. Eal Digitally signed by
Joshua A. Eal

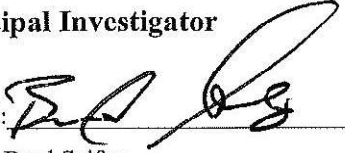
Signed: **Eal** Date: 2024.02.20
15:21:50 -05'00' Date: 2/20/24 Signed: _____ Date: _____

Joshua A. Eal
Contract Officer
IPID 00812774/NR 191384

Monroe County Prosecutor's Office

Name:
Title:

Principal Investigator

Signed:  Date: 2/20/24 Signed: _____ Date: _____

Name: Brad Seifers
Title: IUPD Deputy Superintendent

Monroe County Commissioners

Name: Julie Thomas
Title: Commissioner



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 03/06/24

Formal ☒

Work session ☐

Department Probation

Title to appear on Agenda: Memorandum of Understanding (MOU)
between the Monroe Circuit Court Probation
Department and Empact Solutions

Vendor # 004072

Executive Summary:

The Monroe Circuit Court received \$15,000 in annual coordination grant funding (2023-24) from the Indiana Department of Correction (IDOC) to continue implementing the Juvenile Detention Alternatives Initiative in Monroe County. Additionally, the court recently received a performance bonus grant in the amount of \$62,042 to be utilized until June 30, 2024.

Part of the funding from both grants (up to \$10,500) will go toward providing meaningful, accurate, and timely data analyses to support decision making.

This request is to approved an MOU with Empact Solutions to provide technical support to probation to maintain Tableau dashboards and support further development, especially related to quality assurance. Empact will assist in updating dashboards with new data, fixing any issues that arise with the functionality of the dashboard, and adding enhancements, as needed.

Fund Name(s):

JDAI Coordination
JDAI Performance Bonus Grant

Fund Number(s):

9143
9146

Amount(s)

NTE \$5,250
NTE \$5,250

Presenter: Christine McAfee

Speaker(s) for Zoom purposes:

Name(s)

Christine McAfee

Phone Number(s)

812-349-2645

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

Attorney who reviewed: Turner-King, Molly

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE MONROE CIRCUIT COURT
AND EMPACT SOLUTIONS**

This Agreement (“Agreement”) is made the 6th day of March 2024, between EMPACT SOLUTIONS (hereafter “EMPACT”), and the Monroe Circuit Court (hereafter, “Court”) on behalf of the Monroe Circuit Court Probation Department (hereafter “Probation”) and the Monroe County Board of Commissioners (hereafter “Commissioners”). The parties acknowledge that this Agreement is a legally binding and enforceable contractual agreement, and its provisions are enforceable in a court of law. The parties mutually agree to the following terms:

1. INTENT OF PROJECT.

Probation recognizes the need for meaningful, accurate, and timely data analyses to support decision making. To that end, EMPACT will provide technical support to Probation to maintain, update, and enhance Tableau dashboards developed by Probation or EMPACT and support further development, especially related to quality assurance.

2. GOALS OF PROJECT / DUTIES AND EXPECTATIONS OF EMPACT SOLUTIONS AND PROBATION DEPARTMENT.

EMPACT shall provide services outlined in this Agreement for the duration of the term of this Agreement. The services to be performed shall include the following:

- a. **Technical Support:** EMPACT will provide technical support to Probation to maintain and update Tableau dashboards developed by EMPACT or Probation to ensure functionality and support further development, especially related to quality assurance. EMPACT will meet with Probation and/or correspond via email to provide guidance and assistance related to dashboards, as requested. Any meeting will be mutually arranged by the parties. Meetings will be recorded as appropriate.
- b. **Dashboard Updates and Enhancements:** EMPACT will assist in updating dashboards with new data, fixing any issues that arise with the functionality of the dashboard, and adding enhancements, as needed. EMPACT will make specific changes to the dashboards to enhance or expand upon the analysis provided in the dashboard, with a focus on data quality.
- c. **Data Visualization.** EMPACT agrees to provide data visualization and Tableau support to Probation.
- d. **Invoices.** EMPACT agrees to provide invoices to Probation for data visualization and Tableau support rendered. Invoices should be submitted in accordance with section 5 of this Agreement.
- e. **Progress Reports.** EMPACT agrees to submit progress reports to Probation on as needed basis and a final report at the conclusion of the grant year and/or as requested in a manner mutually agreed upon by the parties.

3. **TERM.** The term of this Agreement shall be from the date executed by both parties, below, and shall terminate on June 30, 2024. Parties may extend and/or terminate this Agreement if done so in accordance with Section 7 of this Agreement.
4. **PRICE.** EMPACT will receive payment on a quarterly bases for services rendered, based on hourly rate of \$175.00 (one hundred and seventy-five dollars) per hour. The total amount paid to EMPACT shall not exceed \$10,500.00 for the term of this Agreement without further written approval by Monroe County. Payment is contingent on continued receipt of JDAI grant funding, approval and appropriation of funds by the Monroe County Council, and on timely receipt of and communication of funds from the Monroe County Auditor's Office. Payment is subject to the Monroe County claims process. Invoices should be submitted in accordance with section 5 of this Agreement. Any travel costs incurred by EMPACT shall be included in the total amount received by EMPACT under this MOU.
5. **INVOICES.** Invoices must be submitted to Christine McAfee, JDAI Coordinator via email at cmcafee@co.monroe.in.us and/or via U.S. mail at 405 West 7th Street, Suite 2, Bloomington, Indiana 47404. Probation will render payment for services in a timely manner. Both parties herein recognize that payment is contingent on approval and appropriation of the Monroe County Council and subject to the Monroe County claims process.
6. **CONFIDENTIAL INFORMATION.** This Agreement encourages the free flow of information within EMPACT to promote the mission of the program. Probation provides confidential information to EMPACT regarding program participants. EMPACT staff and volunteers are subject to legal and ethical restrictions on disclosure of such confidential information, which in some situations must be observed notwithstanding either the participant's waiver or the likelihood that disclosure would benefit the Court and the participant. EMPACT agrees that confidential information provided by Probation will be used only for purposes of proving the services described herein. Appropriate releases of confidential information and referral forms will be completed as indicated. EMPACT agrees to abide by state confidentiality laws governing the confidentiality of adult and juvenile probation records. All discussions regarding program participants are confidential. All participant records produced by EMPACT will be stored in a secure database or locked room/container.
7. **MODIFICATION AND TERMINATION.**
 - a. This Agreement may only be modified mutually, in writing referencing this Agreement, and signed by both parties. Any modification must be approved in the same manner as this Agreement.
 - b. This Agreement may be terminated, at any time, by either party, upon thirty (30) days written notice. If Agreement is terminated by Probation, Probation shall pay any expenses incurred and non-refundable.
 - c. Notices of modification and/or termination should be tendered in accordance with section 8 of this Agreement.

8. **NOTICE.** Whenever any notice, statement or other communication is required under this Agreement, it shall be sent via regular US mail and/or emailed to the following addresses, unless otherwise specifically advised. Any notice to be given shall be directed as follows:

Probation

Christine McAfee,
JDAI Coordinator
405 West 7th Street, Suite 2
Bloomington, Indiana 47404
cmcafee@co.monroe.in.us

EMPACT

Jason Melchi
EMPACT Co-principle
5109 Carrollton Avenue
Indianapolis, IN 46205
jason@EMPACT.solutions

9. **ADA, REHABILITATION ACT AND TITLE VI COMPLIANCE.** Acceptance of this Agreement is evidence there is intent to comply with the Americans with Disabilities Act of 1990, Rehabilitation Act of 1973, and Title VI of the 1964 Civil Rights Act.
10. **COMPLIANCE WITH LAW.** EMPACT shall comply with all State of Indiana and Monroe County applicable laws and regulations. EMPACT shall indemnify and save harmless the Monroe County for any fines or expenses of any nature which it might incur from EMPACT's noncompliance. EMPACT will comply with IC 22-5-1.7 et seq. Specifically including the following:
- a. EMPACT to enroll in and verify the work eligibility status of all newly hired employees of the EMPACT through the E-Verify program.
 - b. EMPACT is not required to verify the work eligibility status of all newly hired employees of EMPACT through the E-Verify program, if the E-Verify program no longer exists.
 - c. EMPACT must sign an affidavit affirming that EMPACT does not knowingly employ an unauthorized alien.
11. **NON-DISCRIMINATION.** In the performance of work under this Agreement, it is agreed that EMPACT, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work. EMPACT shall comply with all federal, state, and local laws and regulations. EMPACT has been made aware of Monroe County's policy on non-discrimination and agrees to comply with the policy. In addition, EMPACT has been made aware of the Monroe County's policy prohibiting harassment in all regards, including, but not limited to, employment practices.

EMPACT agrees to make the Commissioners aware of any conduct which may violate any County policy including, but not limited to, the policies prohibiting discrimination and harassment.

- 12. INDEPENDENT CONTRACTOR.** It is understood and agreed that EMPACT executes this Agreement as an independent contractor, and shall not be considered an employee or agent of Monroe County Government for any purpose. EMPACT shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. EMPACT shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
- 13. INDEMNITY.** EMPACT assumes all risks and responsibilities for accident, injuries or damages to person(s) or property related to performance pursuant to this Agreement, and agrees to indemnify and save harmless Monroe County Government from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the negligence of the County Government or its employees.
- 14. WORKER'S COMPENSATION.** EMPACT 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 Commissioners before commencement of work on the project. Failure to provide this certificate may be regarded by the Commissioners as material breach of this Agreement, and may result in its cancellation without further cause. It shall be in the Commissioner's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
- 15. LIABILITY INSURANCE.** EMPACT shall purchase and maintain comprehensive general liability insurance in amounts of at least one (1) million per occurrence, and two (2) million dollars aggregate, and furnish proof of such insurance to the Commissioners before commencement of work on the project. Failure to provide this certificate may be regarded by the Commissioners, in its, sole discretion, as a material breach of this Agreement, and may result in its cancellation without further cause. It shall be in the Commissioner's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
- 16. CAPTIONS.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
- 17. GOVERNING LAW.** This agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.
- 18. 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. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

19. ENTIRETY OF AGREEMENT. This Agreement, consisting of five (5) pages constitutes the entire agreement between the parties. Parties agree that any terms and conditions not contained or outlined within this Agreement are inapplicable.

IN WITNESS WHEREOF, EMPACT, Court, and Commissioners have executed this Agreement as dated below in counterparts, each of which shall be deemed an original.

APPROVED BY:

Jason Melchi, EMPACT Solutions

Date

Judge, Monroe Circuit Court

Date

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS this 6th day of March, 2024, pursuant to Monroe County Code Chapter 266-5.

**MONROE COUNTY BOARD OF
COMMISSIONERS**

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Penny Githens, Vice President

Penny Githens, Vice President

Lee Jones, Commissioner

Lee Jones, Commissioner

ATTEST:

Brianna Gregory, Auditor

Date



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 03/06/24

Formal ☒

Work session ☐

Department Probation

Title to appear on Agenda: Memorandum of Understanding (MOU)
between the Monroe Circuit Court Probation
Department and Family Solutions

Vendor # 004554

Executive Summary:

The Monroe Circuit Court received \$62,042 in a performance bonus grant to be utilized by June 30, 2024 from the Indiana Department of Correction (IDOC) to continue implementing the Juvenile Detention Alternatives Initiative in Monroe County.

Part of the funding from the grant will go toward funding effective parenting educational services that develop skills for raising adolescents exhibiting difficult behaviors.

This request is to approve an MOU with Family Solutions to provide provide funding to Family Solutions to pay for registrations, staff time to attend 24 hours of virtual training, and access to online resources including participant guidebooks. In turn, Family Solutions will begin offering these services to youth and families in our community.

Fund Name(s):

JDAI Performance Bonus Grant

Fund Number(s):

9146

Amount(s)

NTE \$6,050

Presenter: Christine McAfee

Speaker(s) for Zoom purposes:

Name(s)

Christine McAfee

Phone Number(s)

812-349-2645

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

Attorney who reviewed: Turner-King, Molly

MEMORANDUM OF UNDERSTANDING BETWEEN THE MONROE CIRCUIT COURT AND FAMILY SOLUTIONS

This Agreement (“Agreement”) is made the ____ day of _____ 2024, between Family Solutions (hereafter “Family Solutions”), and the Monroe Circuit Court (hereafter, “Court”) on behalf of the Monroe Circuit Court Probation Department (hereafter, “Probation”) and the Monroe County Board of Commissioners (hereafter “Commissioners”). The parties acknowledge that this Agreement is a legally binding and enforceable contractual agreement, and its provisions are enforceable in a court of law. The parties mutually agree to the following terms:

1. INTENT OF PROJECT

The Monroe Circuit Court Probation Department (“Probation”) recognizes the need for effective parenting educational services that develop skills for raising adolescents exhibiting difficult behaviors. The intent of this project is to provide training opportunities in The Parent Project in collaboration with local partner Family Solutions so that this service can be provided to youth and families in the community.

2. GOALS OF PROJECT / DUTIES AND EXPECTATIONS OF FAMILY SOLUTIONS AND PROBATION DEPARTMENT

- a. Family Solutions agrees to train up to three (3) staff members in The Parent Project curriculum. Training consists of 24 hours of virtual instruction and must be concluded by June 30, 2024. The intent of this project is for Family Solutions staff to eventually provide The Parent Project curriculum to youth and families in the community after staff members are trained in facilitation of the program at a future date in 2024, to be set at a future time.
- b. Probation agrees to provide funding to Family Solutions to pay for up to three registrations of Family Solutions staff, Family Solutions staff time to attend 24 hours of virtual training, and access for Family Solutions staff to online resources including participant guidebooks.
- c. Family Solutions agrees to provide invoices to Probation for staff training and online resources rendered on a quarterly basis. Invoices must be submitted in accordance with section 6 of this Agreement.
- d. Family Solutions agrees to submit progress reports to Probation on a quarterly basis and a final report at the conclusion of the grant year and/or as requested in a manner mutually agreed upon by the parties.

3. **TERM.** The term of this Agreement shall be from the date executed by both parties, below, and shall terminate on June 30, 2024. Parties may extend and/or terminate this Agreement if done so in accordance with Section 8 of this Agreement.

4. **PRICE.** Family Solutions shall submit invoices to Probation on a quarterly basis. Family Solutions will receive payment for services rendered on a quarterly basis. The total amount paid to Family Solutions shall not exceed \$6,050 for the term of this Agreement without further written approval by Monroe County. Payment is contingent on continued receipt of JDAI grant funding, approval and appropriation of funds by the Monroe County Council, and on timely receipt of and communication of funds from the Monroe County Auditor's Office. Payment is subject to the Monroe County claims process. Invoices should be submitted in accordance with section 5 of this Agreement. Any travel costs incurred by Family Solutions shall be included in the total amount received by Family Solutions under this Agreement.
5. **INVOICES.** Invoices must be submitted to Christine McAfee, JDAI Coordinator, via email at cmcafee@co.monroe.in.us and/or via U.S. mail at 405 West 7th Street, Suite 2, Bloomington, Indiana 47404. Probation will render payment for services in a timely manner. Both parties herein recognize that payment is contingent on approval and appropriation of the Monroe County Council and subject to the Monroe County claims process
6. **CONFIDENTIAL INFORMATION.** This Agreement encourages the free flow of information within Family Solutions to promote the mission of the program. Probation provides confidential information to Family Solutions regarding program participants. Family Solutions staff and volunteers are subject to legal and ethical restrictions on disclosure of such confidential information, which in some situations must be observed notwithstanding either the participant's waiver or the likelihood that disclosure would benefit the Court and the participant. Family Solutions agrees that confidential information provided by Probation will be used only for purposes of providing the services described herein. Appropriate releases of confidential information and referral forms will be completed as indicated. Family Solutions agrees to abide by state confidentiality laws governing the confidentiality of adult and juvenile probation records. All discussions regarding program participants are confidential. All participant records produced by Family Solutions will be stored in a secure database or locked room/container.
7. **MODIFICATION AND TERMINATION.**
 - a. This Agreement may only be modified mutually, in writing referencing this Agreement, and signed by both parties. Any modification must be approved in the same manner as this Agreement.
 - b. This Agreement may be terminated, at any time, by either party, upon thirty (30) days written notice. If Agreement is terminated by Probation, Probation shall pay any expenses incurred and non-refundable.
 - c. Notices of modification and/or termination should be tendered in accordance with section 8 of this Agreement.

8. **Notice.** Whenever any notice, statement or other communication is required under this Agreement, it shall be sent via regular US mail and/or emailed to the following addresses, unless otherwise specifically advised.

PROBATION

Christine McAfee,
JDAI Coordinator
405 West 7th Street, Suite 2
Bloomington, IN 47404
cmcafee@co.monroe.in.us

FAMILY SOLUTIONS

Nancy Hughes
Family Solutions
1180 Liberty Drive
Bloomington, IN 47403
nhughes@familysolutions.us.com

9. **ADA, REHABILITATION ACT AND TITLE VI COMPLIANCE.** Acceptance of this Agreement is evidence there is intent to comply with the Americans with Disabilities Act of 1990, Rehabilitation Act of 1973, and Title VI of the 1964 Civil Rights Act.

10. **COMPLIANCE WITH LAW.** Family Solutions shall comply with all State of Indiana and Monroe County applicable laws and regulations. Family Solutions shall indemnify and save harmless the Monroe County for any fines or expenses of any nature which it might incur from Family Solutions' noncompliance. Family Solutions will comply with IC 22-5-1.7 et seq. Specifically including the following:

- a. Family Solutions to enroll in and verify the work eligibility status of all newly hired employees of the Family Solutions through the E-Verify program.
- b. Family Solutions is not required to verify the work eligibility status of all newly hired employees of Family Solutions through the E-Verify program, if the E-Verify program no longer exists.
- c. Family Solutions must sign an affidavit affirming that Family Solutions does not knowingly employ an unauthorized alien.

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

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

- 12. INDEPENDENT CONTRACTOR.** It is understood and agreed that Family Solutions executes this Agreement as an independent contractor, and shall not be considered an employee or agent of Monroe County Government for any purpose. Family Solutions shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Family Solutions shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
- 13. INDEMNITY.** Family Solutions assumes all risks and responsibilities for accident, injuries or damages to person(s) or property related to performance pursuant to this Agreement, and agrees to indemnify and save harmless Monroe County Government from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the negligence of the County Government or its employees.
- 14. WORKER'S COMPENSATION.** Family Solutions shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Commissioners before commencement of work on the project. Failure to provide this certificate may be regarded by the Commissioners as material breach of this Agreement, and may result in its cancellation without further cause. It shall be in the Commissioner's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
- 15. LIABILITY INSURANCE.** Family Solutions shall purchase and maintain comprehensive general liability insurance in amounts of at least one (1) million per occurrence, and two (2) million dollars aggregate, and furnish proof of such insurance to the Commissioners before commencement of work on the project. Failure to provide this certificate may be regarded by the Commissioners, in its, sole discretion, as a material breach of this Agreement, and may result in its cancellation without further cause. It shall be in the Commissioner's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
- 16. CAPTIONS.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
- 17. GOVERNING LAW.** This agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.
- 18. 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. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

19. ENTIRETY OF AGREEMENT. This Agreement, consisting of five (5) pages constitutes the entire agreement between the parties. Parties agree that any terms and conditions not contained or outlined within this Agreement are inapplicable.

IN WITNESS WHEREOF, Family Solutions, the Court, and Commissioners have executed this Agreement as dated below in counterparts, each of which shall be deemed an original.

APPROVED BY:

CEO, Family Solutions

Date

Judge, Monroe Circuit Court

Date

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS
this _____ day of _____, 2024, pursuant to Monroe County Code
Chapter 266-5.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Penny Githens, Vice President

Penny Githens, Vice President

Lee Jones, Commissioner

Lee Jones, Commissioner

ATTEST:

Brienne Gregory, Auditor

Date



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 03/06/24

Formal ☒

Work session ☐

Department Probation

Title to appear on Agenda: AMENDED Memorandum of Understanding (MOU) between the Monroe Circuit Court Probation Department and The Warehouse

Vendor # 022321

Executive Summary:

The Monroe Circuit Court received \$55,000 in annual programming grant funding (2023-2024) from the Indiana Department of Correction (IDOC) to continue implementing the Juvenile Detention Alternatives Initiative in Monroe County. Additionally, the court recently received a performance bonus grant in the amount of \$62,042 to be utilized until June 30, 2024.

Part of the funding from both grants (up to \$14,500) will go toward providing youth of our community a no-cost, pro-social, recreational opportunity that provides supervision and mentor opportunities.

This request is to AMEND the original MOU with The Warehouse that was approved by the Commissioners on June 28, 2024 to increase the total amount available for mentoring services due to the additional funding recently awarded in the performance bonus grant.

Fund Name(s):

JDAI Programming
JDAI Performance Bonus Grant

Fund Number(s):

9145
9146

Amount(s)

NTE \$7,250
NTE \$7,250

Presenter: Christine McAfee

Speaker(s) for Zoom purposes:

Name(s)

Christine McAfee

Phone Number(s)

812-349-2645

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

Attorney who reviewed: Turner-King, Molly

ADDENDUM TO AGREEMENT FOR SERVICES FOR WAREHOUSE

This Addendum, consisting of two (2) pages, is to amend the Agreement for Services made and entered into between The Warehouse and Monroe Circuit Court Probation Department (hereafter, "Probation") and the Monroe County Board of Commissioners (hereafter "Commissioners"). Probation and Commissioners for purposes of the Addendum will collectively be referred to as "Monroe County." The parties acknowledge that this Addendum is a legally binding and enforceable contractual agreement, and its provisions are enforceable in a court of law.

The Warehouse and Monroe County mutually agree as follows:

1. The Warehouse and Monroe County entered into an Agreement for services signed on June 29, 2023. This Agreement provided that:
 - a. Warehouse shall provide supervised mentorship programming from the date of execution of the Agreement to June 30, 2024. The programming was to be provided in accordance with a schedule and hourly rates as outlined by the Agreement.
 - b. The total amount paid to the Warehouse shall not exceed \$7,250.00 without further written approval by the Commissioners in the same manner that the Agreement was approved.
2. This Addendum shall provide that the total amount paid to the Warehouse shall not exceed \$14,500 without further written approval by the Commissioners in the same manner that this Agreement was approved.
3. **Effect of Addendum.** Except as specifically changed or altered by this Addendum, the referenced Agreement remains in full force and effect and without other revisions. This Addendum shall be attached to the Agreement, incorporated herein, and is made a part of the Agreement.
4. **Entirety of Addendum.** This Addendum, consisting of two (2) pages constitutes the entirety of the amendment between the parties. Parties agree that any terms and conditions not contained or outlined within this Agreement are inapplicable.

THEREFORE, it is agreed as follows:

The Agreement's shall not exceed amount shall be increased for the Agreement for Services referenced above to \$14,500, unless changed by mutual consent of the parties by written addendum to the respective Agreement.

(remainder of page left blank intentionally).

IN WITNESS WHEREOF, The Warehouse, Probation, and Commissioners have executed this Amendment as dated below in two counterparts, each of which shall be deemed an original.

APPROVED BY:

David Weil, CEO, The Warehouse

Date

Judge, Monroe Circuit Court

Date

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS
This 6th day of March, 2024, pursuant to Monroe County Code Chapter 266-5.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Penny Githens, Vice President

Penny Githens, Vice President

Lee Jones, Commissioner

Lee Jones, Commissioner

ATTEST:

Brienne Gregory, Auditor



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 03/06/24

Formal ☒

Work session ☐

Department Probation

Title to appear on Agenda: Memorandum of Understanding (MOU) between the Monroe Circuit Court Probation Department and People and Animals Learning Services (PALS)

Vendor # 022687

Executive Summary:

The Monroe Circuit Court received \$62,042 in a performance bonus grant to be utilized by June 30, 2024 from the Indiana Department of Correction (IDOC) to continue implementing the Juvenile Detention Alternatives Initiative in Monroe County.

Part of the funding from the grant will go toward funding opportunities to support youth and families in developing new pathways to maintain sobriety, acknowledge and overcome fear, and identify maladaptive thought and behavior patterns through equine-assisted services.

This request is to approve an MOU with People and Animals Learning Services (PALS) to provide 12 weekly sessions (lessons, classes, or groups) to youth and/or families, between March 1 and June 30, 2024 for up to ten (10) sessions.

Fund Name(s):

JDAI Performance Bonus Grant

Fund Number(s):

9146

Amount(s)

NTE \$3,000

Presenter: Christine McAfee

Speaker(s) for Zoom purposes:

Name(s)

Christine McAfee

Phone Number(s)

812-349-2645

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

Attorney who reviewed: Turner-King, Molly

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE MONROE CIRCUIT COURT PROBATION DEPARTMENT AND
PEOPLE AND ANIMALS LEARNING SERVICES (PALS)**

This Agreement (“Agreement”) is made the 6th day of March 2024, between the People and Animals Learning Services (hereafter “PALS”), and the Monroe Circuit Court (hereafter, “Court”) on behalf of the Monroe Circuit Court Probation Department (hereafter, “Probation”) and the Monroe County Board of Commissioners (hereafter “Commissioners”). The parties acknowledge that this Agreement is a legally binding and enforceable contractual agreement, and its provisions are enforceable in a court of law.

The terms of the Agreement enlist PALS, as a contractor, to provide unmounted equine activities at the PALS facility located at 7644 West Elwren Road Bloomington, Indiana, The following terms shall apply:

1. PROJECT PURPOSE

Probation recognizes the need for opportunities to support youth and families in developing new pathways to maintain sobriety, acknowledge and overcome fear, and identify maladaptive thought and behavior patterns through equine-assisted services.

2. GOALS OF PROJECT

PALS will provide lessons and classes to youth and families facilitated by Professional Association of Therapeutic Horsemanship (PATH) certified instructors and PATH Equine Specialists in Mental Health and Learning (ESHML) to inspire emotional, cognitive, social, and physical growth through engaging activities with horses.

3. DUTIES AND EXPECTATIONS OF PALS AND PROBATION

PALS shall provide services outlined in this Agreement commencing from the date this Agreement is signed by all parties and for the duration of the term of the Agreement. The services to be performed shall include the following:

- a. PALS agrees to provide 12 weekly sessions (lessons, classes, or groups) for up to ten (10) participants (youth and/or families) facilitated by up to two (2) staff members per session. PALS agrees that the sessions will be facilitated by staff members who are Professional Association of Therapeutic Horsemanship (PATH) certified instructors and PATH Equine Specialists in Mental Health and Learning (ESHML).
- b. PALS will provide instruction based on lesson plans that focuses upon an initial classroom instruction based upon a horse-related topic and ties into the groundwork for each lesson. The group lesson will then focus upon grooming and groundwork that connects the participants with horses to establish the human horse bond.

- c. PALS' instruction will incorporate the Equipt curriculum which will focus upon the following topics:
 - (1) Caring for Another/Horse markings;
 - (2) Trust/horse colors;
 - (3) Patience/horse behavior;
 - (4) Trust from Others/horse body parts;
 - (5) Approaching Problems/horse feelings;
 - (6) Body Language/herd behavior;
 - (7) Being Present; and Fear.
 - d. PALS agrees to provide unmounted therapeutic programs with horses that is structured to accomplish the following objectives:
 - (1) Promote joy, quality of life, better health, and empowerment.
 - (2) Provide new and enriching services to participants in an environment that is caring, safe, and challenging.
 - (3) Provide participants the opportunity to learn how to build trusting relationships, control impulses, and receive and reflect upon immediate feedback from horse(s) thus learning more about themselves and how their actions affect others.
 - (4) Provide participants the opportunity to reach their highest potential by fostering growth, self-confidence, and individual achievements.
 - e. PALS agrees to provide invoices to Probation for lessons, classes, or groups rendered on a quarterly basis. Invoices must be submitted in accordance with section 6 of this Agreement.
 - f. PALS agrees to submit progress reports to Probation on a quarterly basis and a final report at the conclusion of the grant year and/or as requested in a manner mutually agreed upon by the parties.
4. **TERM.** The term of this Agreement shall be from the date executed by both parties, below, and shall terminate on June 30, 2024. Parties may extend and/or terminate this Agreement if done so in accordance with Section 8 of this Agreement.
5. **PRICE.** PALS will receive payment for services rendered on a quarterly basis at a rate of \$250 per session. The total amount paid to PALS shall not exceed \$3,000.00 (three thousand dollars) for the term of this Agreement without further written approval by Monroe County. Payment is contingent on continued receipt of JDAI grant funding, approval and appropriation of funds by the Monroe County Council, and on timely receipt of and communication of funds from the Monroe County Auditor's Office. Payment is subject to the Monroe County claims process. Invoices should be submitted in accordance with section 6 of this Agreement. Any travel costs incurred by PALS shall be included in the total amount received by PALS under this Agreement.

6. **INVOICES.** PALS will receive payment for these services rendered on a quarterly basis upon the submission of an invoice. Invoices must be submitted to Christine McAfee, JDAI Coordinator, via email at cmcafee@co.monroe.in.us and/or U.S. mail at 405 West 7th Street, Suite 2, Bloomington, Indiana 47404. Probation will render payment for services in a timely manner. Both parties herein recognize that payment is contingent on approval and appropriation of the Monroe County Council and subject to the Monroe County claims process.
7. **CONFIDENTIAL INFORMATION.** This Agreement encourages the free flow of information within PALS to promote the mission of the program. Probation provides confidential information to PALS regarding program participants. PALS staff and volunteers are subject to legal and ethical restrictions on disclosure of such confidential information, which in some situations must be observed notwithstanding either the participant's waiver or the likelihood that disclosure would benefit the Court and the participant. PALS agrees that confidential information provided by Probation will be used only for purposes of proving the services described herein. Appropriate releases of confidential information and referral forms will be completed as indicated. PALS agrees to abide by state confidentiality laws governing the confidentiality of adult and juvenile probation records. All discussions regarding program participants are confidential. All participant records produced by PALS will be stored in a secure database or locked room/container.
8. **MODIFICATION AND TERMINATION.**
- a. This Agreement may only be modified mutually, in writing referencing this Agreement, and signed by both parties. Any modification must be approved in the same manner as this Agreement.
 - b. This Agreement may be terminated, at any time, by either party, upon thirty (30) days written notice. If Agreement is terminated by Probation, Probation shall pay any expenses incurred and non-refundable.
 - c. Notices of modification and/or termination should be tendered in accordance with section 8 of this Agreement.
9. **NOTICE.** Whenever any notice, statement or other communication is required under this Agreement, it shall be sent via regular US mail and/or emailed to the following addresses, unless otherwise specifically advised. directed as follows:

Probation

Christine McAfee,
405 West 7th Street, Suite 2
Bloomington, Indiana 47404
cmcafee@co.monroe.in.us

PALS

Christine Herring, Executive Director
PO Box 1033
Bloomington, Indiana 47402
info@palstherapy.org

10. ADA, Rehabilitation Act and Title VI Compliance. Acceptance of this Agreement is evidence there is intent to comply with the Americans with Disabilities Act of 1990, Rehabilitation Act of 1973, and Title VI of the 1964 Civil Rights Act.

11. COMPLIANCE WITH LAW. PALS shall comply with all State of Indiana and Monroe County applicable laws and regulations. PALS shall indemnify and save harmless the Monroe County for any fines or expenses of any nature which it might incur from PALS' noncompliance. PALS will comply with IC 22-5-1.7 et seq. Specifically including the following:

- a. PALS to enroll in and verify the work eligibility status of all newly hired employees of the PALS through the E-Verify program.
- b. PALS is not required to verify the work eligibility status of all newly hired employees of PALS through the E-Verify program, if the E-Verify program no longer exists.
- c. PALS must sign an affidavit affirming that PALS does not knowingly employ an unauthorized alien.

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

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

13. INDEPENDENT CONTRACTOR. It is understood and agreed that PALS executes this Agreement as an independent contractor, and shall not be considered an employee or agent of Monroe County Government for any purpose. PALS shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. PALS shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.

14. INDEMNITY. PALS assumes all risks and responsibilities for accident, injuries or damages to person(s) or property related to performance pursuant to this Agreement and agrees to indemnify and save harmless Monroe County Government from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the negligence of the County Government or its employees.

- 15. WORKER'S COMPENSATION.** PALS 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 Commissioners before commencement of work on the project. Failure to provide this certificate may be regarded by the Commissioners as material breach of this Agreement, and may result in its cancellation without further cause. It shall be in the Commissioner's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
- 16. LIABILITY INSURANCE.** PALS shall purchase and maintain comprehensive general liability insurance in amounts of at least one (1) million per occurrence, and two (2) million dollars aggregate, and furnish proof of such insurance to the Commissioners before commencement of work on the project. Failure to provide this certificate may be regarded by the Commissioners, in its, sole discretion, as a material breach of this Agreement, and may result in its cancellation without further cause. It shall be in the Commissioner's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
- 17. CAPTIONS.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
- 18. GOVERNING LAW.** This agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.
- 19. 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. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- 20. ENTIRETY OF AGREEMENT.** This Agreement, consisting of six (6) pages constitutes the entire agreement between the parties. Parties agree that any terms and conditions not contained or outlined within this Agreement are inapplicable.

IN WITNESS WHEREOF, PALS, Court, and Commissioners have executed this Agreement as dated below in counterparts, each of which shall be deemed an original.

APPROVED BY:

Executive Director, PALS

Date

Judge, Monroe Circuit Court

Date

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS
this 6th day of March, 2024, pursuant to Monroe County Code Chapter 266-5.

**MONROE COUNTY BOARD OF
COMMISSIONERS**

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Penny Githens, Vice President

Penny Githens, Vice President

Lee Jones, Commissioner

Lee Jones, Commissioner

ATTEST:

Brienne Gregory, Auditor

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 is a request to update and amend the Health Department Service Fees

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:

ORDINANCE 2024- 15

AN ORDINANCE TO AMEND CERTAIN PROVISIONS OF MONROE COUNTY CODE RELATED TO THE
MONROE COUNTY HEALTH DEPARTMENT

WHEREAS, the Monroe County Health Department serves the constituents of Monroe County and is a department of Monroe County Government and is overseen by the Monroe County Health Board;

WHEREAS, the Monroe County Board of Commissioners serve as the legislative branch of Monroe County and have the authority to pass local laws and ordinances; and

WHEREAS, the Commissioners and the Board deem it necessary to update certain parts of the Monroe County Code as it relates to the Health Department.

NOW, THEREFORE, BE IT ORDAINED by the Monroe County Board of Commissioners as follows:

Section 1. The following definition shall be added to the definitions set forth in Monroe County Code 341-2;

“Multi-Market Retail Food Establishment” means a Retail Food Establishment, other than a Mobile Retail Food Establishment, that operates at local farmers markets in Monroe County. Multi-Market Retail Food establishments may only be operated at the locations listed in the permit.

Section 2. The Fee Schedule set in Monroe County Code 310-4 shall be amended to read as follows:

CHAPTER 310
HEALTH DEPARTMENT SERVICE FEES

310-4. FEE SCHEDULE

The following fees shall be charged, collected and services rendered by the Health Department:

DESCRIPTION	FEE
Amendment Affidavit	\$ 53.00
Paternity Affidavit	\$ 53.00
Paternity Affidavit Upon Marriage	\$ 53.00
Certified Copy of Paternity Affidavit	\$ 10.00
Correction Notification	\$ 10.00
Birth Certificate - Standard	\$ 16.00
Birth Certificate - Amended	\$ 16.00
Death Certificate	\$ 16.00
HOME BIRTHS REGISTRATION FEE	\$ 53.00
GENEALOGICAL DOCUMENT	\$ 15.00

NOTARY PUBLIC SERVICE

\$ 2.00

FUTURES FAMILY HEALTH CLINIC – Fees for clinic office visits, medical procedures, medical treatments, laboratory tests, birth control devices and medication are based on the actual costs to the clinic to provide these items. The specific fee amounts have been approved by the Board of Health and a complete schedule of the fees is available and posted at the Futures Family Clinic. In accordance with the requirements of the federal grant funding this program, clinic users with 250% or below the current federally recognized poverty level are required to only pay a percentage of these established fees based on their income level.

RETAIL FOOD SERVICE ESTABLISHMENTS

Number of Employees	Annual Fee
1 - 5	\$ 165.00
6 – 10	\$ 330.00
11 – 20	\$ 495.00
21 +	\$ 600.00
Change of ownership fee	\$ 165.00

Partial Year Retail Food Establishment

Food Establishments which open 1-3 months prior to licensing year - 50% of Annual Fee

Seasonal Retail Food Establishments

Multi-Market Retail Food Establishments operating 1-3 locations	\$ 100.00
Multi-Market Retail Food Establishments operating 4-6 locations	\$ 200.00
Seasonal Retail Food Establishments operating up to 9 months per year	\$ 100.00

Mobile Retail Food Establishments

License for motorized Mobile Food Service Establishment	\$ 150.00
License for non-motorized mobile food establishment selling prepackaged ice cream and novelties only	\$ 25.00

Plan review or new establishment construction fee (one time)

Prepackaged food establishment only	\$ 100.00
Mobile food establishment fee	\$ 150.00
Retail food service establishment (brick & mortar)	\$ 165.00
Ownership change without construction	\$ 75.00

Temporary Retail Food Establishment

License for Temporary Food Service Establishment (per event)	\$ 50.00
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VENDING MACHINES

License for Vending Machine of Potentially Hazardous Foods:	
First ten machines	\$ 100.00
Additional fee per machine over ten	\$ 10.00

REAL ESTATE INSPECTIONS

Septic Inspections	\$ 100.00
Well Sampling	\$ 100.00

PHOTOCOPIES

(Disclosure form required)	10 cents per printed side
Plastic sleeves – large	\$ 2.00
Plastic sleeves – small	\$ 1.00

CAMPGROUND

Permit for Travel-Trailer park or Campground (first ten sites)	\$ 120.00
Additional per site charge over ten	\$ 5.00

SOLID WASTE VEHICLE

Per vehicle each year	\$ 50.00
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SEWAGE DISPOSAL

Application for private new residential sewage disposal system installation	\$ 250.00
Renewal of new permit	\$ 100.00
Application for repair of a private sewage disposal system (including but not limited to addition, alteration, remodel, expansion and includes repair to sewer laterals)	\$ 150.00
Application for new or repair of a commercial sewage disposal system installation	\$ 400.00
Permit modification	\$ 100.00
Duplicate septic permit	\$ 25.00
Septic installer test & company registration	\$ 150.00
Septic installed by homeowner test	\$ 250.00

SOLID WASTE MANAGEMENT

Registration fee for solid waste disposal facility, one time only (prior to licensing)	\$ 500.00
Annual fee for solid waste disposal facility	\$ 350.00

Registration fee for transfer site, one time only (prior to licensing)	\$ 150.00
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Annual fee for transfer site	\$ 75.00
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Registration fee for transfer station, one time only (prior to licensing)	\$ 200.00
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Annual fee for transfer station	\$ 125.00
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HAZARDOUS WASTE FACILITIES

Construction permit fee	\$90,000.00
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Annual operating permit	\$37,000.00
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INCINERATORS – SMALL

Registration fee for new small incinerators	\$ 125.00
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Annual license fee	\$ 100.00
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POOL FACILITIES

Annual pool facility registration, open 5 plus months per year	\$ 450.00
--	-----------

Seasonal pool facility registration, open 5 months or less per year	\$ 250.00
---	-----------

Annual beach registration	\$ 75.00
---------------------------	----------

License renewal fees for Pool Facilities open year-round are due no later than January 31st of each year, anything paid on or after February 1st of each year will be assessed late fees.

License renewal fees for Pool Facilities open seasonally are due no later than April 30th of each year, anything paid on or after May 1st will be assessed late fees.

License renewal fees are to be paid no later than February 28th/29th of each year for the following: Brick & Mortar Retail Food Establishments, Solid Waste Vehicle, transfer site, transfer station, disposal facility or any other facility falling under chapter 360-2 (F). Any payments made on or after March 1st of each year will be assessed late fees.

All late fees are 10% of the annual renewal fee for each month late, not to exceed 60% of the annual fee.

Section 3. If any section, sentence or provision of this ordinance, or the application thereof to any persons or circumstances shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to that end the provisions of this ordinance are declared to be severable.

Section 4. This ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

SO ORDAINED, this 6th day of March, 2024, by the Board of Commissioners of the County of Monroe, Indiana.

AYES

JULIE THOMAS, PRESIDENT

PENNY GITHENS, VICE-PRESIDENT

LEE JONES

BRIANNE GREGORY
MONROE COUNTY AUDITOR

NAYS

JULIE THOMAS, PRESIDENT

PENNY GITHENS, VICE-PRESIDENT

LEE JONES



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

During the investigation of the Thomson Site the County learned a couple of obstacles have been determined. In order to locate the building(s) the area needed would need to have a substantial amount of debris removed and have the electrical lines moved. Together these two tasks is estimated to cost over six million dollars. In addition the moving of the power lines is estimated to take between 2 and 2.5 years. During which time minimal, if any, construction activity would occur. These two appraisals are to determine the cost of an alternative option.

Adviso and First Appraisal Group are the appraising firms.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:

CONFIRMATION FOR APPRAISAL SERVICES

CLIENT: Mr. Jeff Cockerill
Monroe County Board of Commissioners

PROPERTY: North Park - Two Non-contiguous Parcels
West Hunter Valley Road & North Stone Branch Drive
Bloomington, IN

REPORT TYPE: Appraisal Report

FEE: \$950

HARD COPIES: 0 hard copies; (1 PDF copy will be provided)

TIMING: 2 weeks from signed engagement

VALUE REPORTED: As-is Market Value

PURPOSE: To develop an opinion of the market value to be used
for internal purposes relative to a possible acquisition

SCOPE: Land Valuation with inspection

NOTES: Entire fee to be paid at signing the engagement letter

ATTACHMENTS TO AGREEMENT: Assumptions & Limiting Conditions

FURTHER CONDITIONS OF EMPLOYMENT

Completion and delivery of the written appraisal completes this agreement. The fee is subject to revision by ADVISIO[®] upon change in the basic client request. The fee agreed upon is for the written report only and does not include pre-trial preparation, court testimony, or post appraisal consultation.

The appraisal will be prepared in accordance with the Uniform Standards of Professional Appraisal Practice. The report is subject to the **Limiting Conditions and Assumptions** attached hereto or others that may appear in the appraisal report. The client, by execution of this agreement, acknowledges that he has read these **Limiting Conditions and Assumptions**, that they are an inherent part of the assignment and that the client agrees to these conditions.



The client agrees that any market data gathered by ADVISIO®, relative to the completion of the assignment, may be utilized by ADVISIO® in working on other assignments, may be included in a market data base and may be shared with other clients, appraisers or real estate consultants, without the consent of the undersigned. Value conclusions will remain confidential, with the client, unless the client gives written permission for the release of confidential, value conclusions or unless ADVISIO® is ordered by a court of law to divulge the confidential, value conclusions.

It is agreed that any liability of ADVISIO® is limited to the amount of the fee paid for the appraisal. Further that ADVISIO® responsibility is limited to the client and the use of the appraisal, or any part thereof, by third parties shall be at the risk of the client and or the third parties. We also request that you seek our written authorization before releasing the report to any other party.


It is further agreed by the parties hereto, that, if the client cancels this agreement, the client agrees to pay unto ADVISIO®, upon notice of cancellation, for any time or costs incurred prior to receipt of said notice. Attorney's fees, court costs or other collection charges required to collect the appraisal fee shall be paid by the client.

ADVISIO® have the right to charge interest on accounts that are not paid when due. Maximum interest charges will be based on 1 1/2% per month and interest charged on late payments will be calculated on a 30-day calendar month. The client acknowledges awareness of this late penalty provision and concurs with this arrangement when signing the confirmation.

Neither the appraisal fee nor the employment to make the appraisal is contingent upon the final value conclusion to be reported. That acceptance of this assignment by ADVISIO® implies no guarantee about the final value conclusions or any loan amount that can be obtained from any mortgagee.

**CLIENT: Mr. Jeff Cockerill
Monroe County Board of
Commissioners**

BY: _____
Mr. Jeff Cockerill

ADVISIO®

BY: _____
Leo E. Lichtenberg

DATE: _____

DATE: February 23, 2024

LIMITING CONDITIONS AND GENERAL ASSUMPTIONS

This appraisal report has been made with the following general assumptions:

- ◆ No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
- ◆ The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
- ◆ Responsible ownership and competent property management are assumed.
- ◆ The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
- ◆ All engineering studies are assumed to be correct. The plot plans and illustrative material in this report are included only to help the reader visualize the property.
- ◆ It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.
- ◆ It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.
- ◆ It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless a non-conformity has been identified, described, and considered in the appraisal.
- ◆ It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in this report is based.
- ◆ It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

- ◆ Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, and other potentially hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The intended user is urged to retain an expert in this field, if desired.

This appraisal report has been made with the following general limiting conditions:

- ◆ Any allocation of the total value estimated in this report between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
- ◆ Possession of this report, or a copy thereof, does not carry with it the right of publication.
- ◆ The appraiser, by reason of this appraisal, is not required to give further consultation or testimony or to be in attendance in court with reference to the property in question unless arrangements have been previously made.
- ◆ Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

INVOICE

DATE	INVOICE #
February 23, 2024	3557

BILL TO	SHIP TO
Mr. Jeff Cockerill County Attorney Monroe County Board of Commissioners 100 West Kirkwood Avenue Bloomington, IN 47404	Mr. Jeff Cockerill County Attorney Monroe County Board of Commissioners 100 West Kirkwood Avenue Bloomington, IN 47404

In accordance with our written agreement, the following represents our fee for appraisal services:

DESCRIPTION	AMOUNT
North Park - Two Non-contiguous Parcels West Hunter Valley Road & North Stone Branch Drive Bloomington, IN	\$ 950
Retainer	\$ 0
TOTAL DUE	\$ 950

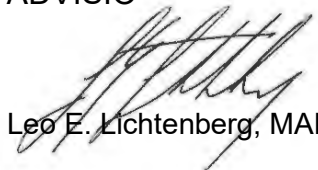
CURRENT	15-DAY	30-DAY	60-DAY+	TOTAL DUE	DUE DATE
\$ 950	\$0	\$0	\$0	\$ 950	At Signed Engagement

Please make check payable to ADVISIO® - Federal I.D. # 26-4789733

Thank you for the opportunity to have been of service to you in this matter and for your confidence in ADVISIO®.

Sincerely,

ADVISIO®



Leo E. Lichtenberg, MAI



Real Estate Appraisal Proposal and Engagement Letter

Date of Agreement:

February 22, 2024

Parties to Agreement

Client: Monroe County Commissioners
c/o Jeff Cockerill, Monroe County Attorney
Monroe County Indiana Legal Department
100 West Kirkwood Avenue
Bloomington, Indiana 47404
(812)-349-2838

Appraisal Firm:

First Appraisal Group, Incorporated
Ashley A. Johnson, MAI, SRA, R/W-AC
Wayne Johnson, MAI, RM
1132 South Rogers Street
Bloomington, IN 47403
(812) 337-0772
info@firstappraisalgroup.com

Property Identification

Intersection of W. SR 46 & Hunter Valley Road including approximately 43 acres

Property Type

Vacant land

Interests Valued

Fee Simple

Intended Users

Monroe County Commissioners

Appraiser shall consider the intended users when determining the level of detail to be provided in the Appraisal Report. The intended use as stated shall be used by Appraiser in determining the appropriate Scope of Work for the assignment

Purpose of the Report

Estimate market value

Intended Use

Provide an appraisal and written report for market value for in-house use

Type of Value

Market Value as defined within the report

Date of Value

Date of property visit

Hypothetical Conditions, Extraordinary Assumptions

The value will assume public utilities are available on site and/or private sewer available to the site

Applicable Requirements

The Code of Professional Ethics of the Appraisal Institute; Uniform Standards of Professional Appraisal Practice

Anticipated Scope of Work

Site Visit

On-site visit

Valuation Approaches

Vacant land valuation only

Appraisal Report

Appraisal Report

Contact for Property Access, If Applicable

Jeff Cockerill

(812)-349-2838

Delivery Date

30 days from engagement or sooner if possible

Delivery Method

Electronic (PDF)

Number of Copies

Electronic format (PDF) unless hard copies are requested by Client which may be charged at the reproduction cost

Payment to Appraiser

Due upon completion of the report to be paid in full by the client or representative. Invoice to be included with the report via PDF to the client at the time of delivery of the report

Proposed Improvements

None

Documents to Be Furnished to Appraiser (if any or if available)

Survey, legal description, title work, allowed uses (PUD) link or document

Confidentiality

Appraiser shall not provide a copy of the written opinion or disclose the results of the assignment prepared in accordance with this Agreement with, any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality section of the Ethics Rule of the Uniform Standards of Professional Appraisal Practice (USPAP)

Changes to Agreement

Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the client, intended users, or intended use; the date of value; type of value or property appraised cannot be changed without a new Agreement

Cancellation

Client may cancel this Agreement at any time prior to the Appraiser's delivery of the Appraisal Report upon written notification to the Appraiser. Client shall pay Appraiser for work completed on assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing

No Third-Party Beneficiaries

Nothing in this Agreement shall create a contractual relationship between the Appraiser or the Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third-party beneficiary of this Agreement, including, but not limited to, any third parties identified herein

Use of Employees or Independent Contractors

Appraiser may use **employees or independent contractors at Appraiser's** discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Appraiser shall sign the written Appraisal Report and take full responsibility for the services provided as a result of this Agreement

Appraiser Independence

Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot ensure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific **objective by Client or others or advance any particular cause. Appraiser's opinion** of value will be developed competently and with independence, impartiality and objectivity

Testimony at Court or Other Proceedings

Except as requested by Client, Client agrees that Appraiser's assignment pursuant to this Agreement shall not include the Appraiser's participation or preparation for, whether voluntarily or pursuant to subpoena, and oral or written discovery, sworn testimony in a judicial, arbitration or administrative proceeding, or attendance at any judicial, arbitration, or administrative proceeding relating to this assignment. Compensation for such services shall be treated as *Other Services to Be Provided by Appraiser*

Fee \$3,750

Note: It should be clearly understood that engagement and payment for any services rendered under this agreement are not dependent or contingent upon any finding, determination, award, approval, or commitment in which professional assistance was provided

Other Services to Be Provided by the Appraiser

Additional work based on hourly rate of **\$375.00** per hour.

Note: It should be clearly understood that engagement and payment for any services rendered under this agreement are not dependent or contingent upon any finding, determination, award, approval, or commitment in which professional assistance was provided

Expiration of Agreement

This Agreement is valid only if signed by both Appraiser and Client within 30 days of the Date of Agreement specified

Governing Law and Jurisdiction

The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Indiana

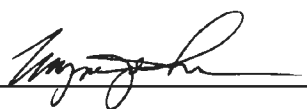
Acceptance and Notice to Proceed

If the terms of this agreement meet with your approval, please sign below and return one copy to our office by mail or electronically (PDF) with your notice to proceed

Thank you,

First Appraisal Group, Incorporated

Client



By: Wayne Johnson, MAI, RM
Vice-President, First Appraisal Group, Inc.

By: _____

Date: February 22, 2024

Date: _____

Property Identification



(Stars have been placed over the subject area)

General Assumptions and Limiting Conditions

The appraisal and subsequent report will be subject to the following assumptions and to such other specific and limiting conditions as set forth by the appraiser in the report.

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable.
5. All engineering studies are assumed to be correct. The plot plans and illustrative material in this report are only to assist the reader in visualizing the property. Any sketch may show approximate dimensions and is included to assist the reader in visualizing the property only. Maps, surveys and sketches are for reference only. No expressed or implied guarantee is made for their accuracy.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that the property and its use are in full compliance with all applicable federal, state, and local environment regulations and the laws unless noncompliance is stated, defined, and considered in the appraisal report.
8. It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless a non-conformity has been identified, described, and considered. No warranty is implied for the accuracy of zoning discussed and identified in the report. Independent verification should be made.
9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use for which the value estimate contained in this report is based.
10. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that no encroachment or trespass exists unless noted in the report.
11. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of such substances such as asbestos, urea/formaldehyde, foam insulation and other potential hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is

assumed for such conditions or for any expertise and engineering knowledge required to discover them. The intended user is urged to retain an expert in this field, if desired.

12. The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions. The estimates and opinions within the report are not predictions or assurances.

This appraisal report has been made with the following general limiting conditions.

1. Any allocation of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
2. Possession of this report, or copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed (client) without written consent of the appraiser, and in any event, only with proper written qualifications and only in its entirety, except for duly authorized members of the Appraisal Institute. The report is prepared for a specific client; the sole party for whom the appraiser was engaged. The client is not necessarily the person who directly or indirectly pays for the report or owns the property.
3. Neither all nor any part of the contents of this report or any copy thereof in all or in part (especially any conclusions to value, the identity of the appraiser, or the firm with which the appraiser is connected, or the MAI Designation) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser
4. The appraiser herein, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
5. No liability is assumed for the soundness of the improvements, their livability, or structure integrity, the condition or adequacy of the component parts or systems. Comments made as a result of physical inspection are conditions assumed to be those prevalent in the market. Inspection of the subject property is limited to observable characteristics only and only for use **in the appraisal process; this appraisal "inspection" in no way constitutes a certified home inspection** determining the condition of the improvement or any part thereof. The appraiser did not view portions of the structure, especially ones that are covered by finish materials. Correct operations of mechanical systems are assumed.
6. Any opinions of value provided in the report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the opinion of value, unless such proration or division has been set forth in the report.
7. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraiser has not made specific compliance survey or analysis of the property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the ADA would reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative impact on the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.

8. The appraiser has used electronic hardware and software to generate the narrative portions of the report and worksheet analysis. In the course of calculations and rounding methods, some calculations may not appear to be correct; they are, however, very precise.
9. Until 2000, Indiana was not a disclosure state. The best verification available is used for property transfers. The information presented is assumed to be accurate, but is not guaranteed.
10. Unless otherwise stated in this report, the existence of hazardous substances, including but not limited to asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of, nor did the appraiser become aware of such **during the appraiser's inspection. The appraiser has no knowledge of the existence of such** materials on or in the property, unless otherwise stated. The appraiser is not qualified to detect such substances or conditions. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials or environmental conditions may affect the value of the property. The value estimate is predicted on the assumption that there is no such material or condition on or in the property or in such proximity thereto that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field if desired.
11. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.
12. The appraiser has used electronic hardware and software to generate the narrative portions of the report and worksheet analysis. In the course of calculations and rounding methods, some calculations may not appear to be correct; they are, however, very precise.
13. The best verification available is used for property transfers. The information presented is assumed to be accurate, but is not guaranteed.

Use of this report and the opinions contained herein constitutes full acceptance of the General Assumptions and Limiting Conditions as well as any assignment conditions included in the body of this report.

ASHLEY JOHNSON, MAI, SRA, R/W-AC

ajohnson@firstappraisalgroup.com

EDUCATION

Indiana University (*June 2008*)

Bachelor of Science in Public Affairs

School of Public and Environmental Affairs

APPRAISER LICENSE AND DESIGNATIONS

Indiana Certified General Appraiser (CG41001246 expires June 30, 2024)

MAI Designated member of the Appraisal Institute (MAI issued May 28, 2013)

SRA Designated member of the Appraisal Institute (SRA issued May 12, 2022)

CERTIFICATIONS

Completed International Right-of-Way Association Program for Right-of-Way Appraisal

Certification, R/W-AC (*June 2022*)

PROFESSIONAL EXPERIENCE

First Appraisal Group, Incorporated

President (*2009-Present*)

Staff Appraiser (*2006-2009*)

APPRAISAL EDUCATION

- IRWA Course 431 Problems in the Valuation of Partial Acquisitions (*2022*)
- IRWA Course 421 The Appraisal of Partial Acquisitions (*2021*)
- Audit of General Appraiser Income Approach Part 1 (*March 2017*)
- Audit of General Appraiser Site Valuation and Cost Approach (*January 2017*)
- Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets (*February 2013*)
- Supervisory Appraiser Training Course (*December 2012*)
- Advanced Applications (*July 2010*)
- Advanced Sales Comparison and Cost Approaches (*April 2010*)
- Report Writing and Case Studies (*February 2010*)
- General Appraiser Site and Cost Approach (*May 2009*)
- Advanced Income Capitalization (*February 2009*)
- General Appraiser Report Writing and Case Studies (*December 2008*)
- General Appraiser Income Approach Part 2 (*December 2008*)
- General Appraiser Income Approach Part 1 (*November 2008*)
- General Appraiser Sales Comparison Approach (*November 2008*)
- General Appraiser Market Analysis and Highest and Best Use (*November 2008*)
- Real Estate Finance, Statistics and Valuation Modeling (*October 2008*)
- Small Residential Income Property Valuation (*July 2006*)
- Uniform Standards of Professional Appraisal Practice (*July 2006*)
- Procedures of Real Estate Appraisal and Single Family Appraisal (*June 2006*)
- Principles of Real Estate Appraisal and Single Family Appraisal (*June 2006*)

APPRAISAL SEMINARS AND PROGRAMS

- Business Practice and Ethics (*December 2023*)
- USPAP Update (*April 2022*)
- IRWA Course 102 Elevating Your Ethical Awareness (*2022*)
- USPAP Update (*February 2020*)
- IRS Valuation Update (*November 2019*)
- Indiana Rules for Appraisers (*April 2019*)
- Small Hotel/Motel Valuation (*March 2019*)
- USPAP Update (*January 2018*)
- Uniform Appraisal Standards for Federal Land Acquisitions: Practical Applications (*June 2017*)
- Business Practice and Ethics (*April 2016*)
- USPAP Update (*December 2015*)
- **Appraisal Scoping: How to Target Client's Needs** (*September 2015*)
- A Day with the Indiana Real Estate Appraiser License & Certification Board (*April 2015*)
- USPAP Update (*June 2014*)
- USPAP Update (*December 2011*)
- Business Practice and Ethics (*February 2011*)
- USPAP Update (*October 2009*)
- INDOT Appraisal Training Seminar (*June 2008*)
- Business Practice and Ethics (*April 2008*)

APPRAISAL INSTITUTE INVOLVEMENT

- **Appraisal Institute Women's Initiative Committee, 2020-Current**
- Appraisal Institute Region V Chapter Services Chair 2021-2022
- Hoosier State Chapter of the Appraisal Institute, President, 2019
- Hoosier State Chapter of the Appraisal Institute, Vice President, 2018
- Appraisal Institute Governance Structure Project Team, 2018
- Appraisal Institute Leadership Development and Advisory Council, 2018; Alternate Discussion Leader
- Appraisal Institute University Relations Panel, 2018-2019
- Hoosier State Chapter of the Appraisal Institute, Secretary/Treasurer, 2017
- Hoosier State Chapter of the Appraisal Institute, Finance Committee Chair, 2017
- Appraisal Institute Leadership Development and Advisory Council, 2017
- Appraisal Institute Leadership Development and Advisory Council, 2016
- Hoosier State Chapter of the Appraisal Institute Website Committee 2016-Present
- Hoosier State Chapter of the Appraisal Institute, Government Relations Committee Chair 2016
- Appraisal Institute Leadership Development and Advisory Council, 2015
- Hoosier State Chapter of the Appraisal Institute, Board of Directors, Director, 2015; 2023-current
- Hoosier State Chapter of the Appraisal Institute, Government Relations Committee Member, 2015

OTHER ORGANIZATION INVOLVEMENT

- IRWA Chapter 10
 - President July 2023 - Current
 - Vice President, June 2022 - 2023

WAYNE JOHNSON II, MAI, RM
wjohnson@firstappraisalgroup.com

EDUCATION

Indiana University 1971-1975
Bachelor of Science, School of Business Received May 1975

APPRAISER LICENSE AND DESIGNATIONS

MAI (10996 Issued May 1996; Certified through Dec. 31, 2026)
RM (2172 Issued Nov 1987, Certified through Dec. 31, 2026)
Indiana Certified General Appraiser License (CG69100499 Issued 1992; June 30, 2024)
Indiana Real Estate Broker (RB14009341; Issued 1984; June 30, 2026)
Royal Institution of Chartered Surveyors 6428758 July 17, 2013 – December 31-2020

PROFESSIONAL EXPERIENCE

Appraiser; First Appraisal Group, Incorporated (1988–present)
Review Appraiser/Staff Appraiser, Indiana Department of Transportation (1984–1988)
Indiana Department of Transportation, Land Acquisition (1976–1988)

APPRAISAL EDUCATION

American Institute of Real Estate Appraisers/Appraisal Institute
Pre-requisite courses for RM and MAI; the Appraisal Institute (1987 to 1996)
Continuing education coursework minimum of 100 hours every 5 years; currently certified; 27 hours Indiana Appraisal Licensure requirements met every 2 years. (1987 to present)
Indiana Real Estate Broker 12 hours each year

BUSINESS, PROFESSIONAL AFFILIATIONS AND OTHER

Bloomington Board Realtors, Indiana Association Realtors, National Association Realtors
Bloomington Chamber of Commerce
International Right-of-Way Association
Indiana Real Estate Appraiser Certification Board January 2006-present
Chairman 2010 & 2022, Vice Chairman 2009 & 2021
Hoosier State Chapter, Appraisal Institute
Secretary-Treasurer 2008, Vice President 2009, President 2010
Bloomington Economic Development Corporation January 2010–December 2020
Advisory Board Member I.U. Center for Real Estate Studies January 2012- present
Kelly School of Business
Recipient: Richard E. Nichols, MAI, SRA Lifetime Achievement Award December 9, 2021
Appraisal Institute Hoosier State Chapter



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 03/06/24

Formal ☒

Work session ☐

Department Commissioners

Title to appear on Agenda: Financial Solution Group TIF Annual Report Contracts

Vendor #

Executive Summary:

This agenda item includes four different TIF Annual Report contracts. One for each of the County's TIF districts. The reports are required to be submitted to the County Council and the State of Indiana in April. FSG has performed these services for the County and the Redevelopment Commission has reviewed and approved the agreements.

Fund Name(s):

Multiple, each of the TIF Funds

Fund Number(s):

Multiple

Amount(s)

Total Not to Exceed
\$16,000

Presenter: Jeff Cockerill

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed: Cockerill, Jeff



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

Email Addresses:

greg@fsgcorp.com

fsg@fsgcorp.com

January 3, 2024

Monroe County Redevelopment Commission

Attn: Mr. Jeff Cockerill

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

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

**RE: TIF ANNUAL REPORT
(BLOOMINGTON TOWNSHIP TIF DISTRICT - SR 46 CEDA)**

Redevelopment Commission, Mr. Cockerill:

Pursuant to Monroe County (the "County")'s request and the Commission's annual filing requirement, we are submitting a service agreement for the employment of Financial Solutions Group, Inc. (FSG Corp.) to perform certain professional services in connection with the TIF Annual Review (the "Project").

SCOPE OF SERVICES

The scope of services may contain the following, as part of this agreement:

1. Preparation of the TIF Annual Report, which would include the items below:
 - A. Analyzing the claims paid and the transfer of funds at County and Trustee bank levels;
 - B. Inputting the assessed value parcel analysis;
 - C. Updating prior actual revenue and projecting, for the next five years, the ability to pay debt service;
 - D. Preparing a report on the District; and
 - E. Updating prior actual revenue and projecting, for the next five years, the ability to pay debt service.

The TIF Annual Report shall be completed and delivered to the County on or before March 20nd, 2024.

The Scope of Services does not include an audit of the actual property taxes collected by the County and their distribution to the underlying entities, including the Redevelopment Commission.

January 3, 2024
Monroe County Redevelopment Commission
Attn: Mr. Jeff Cockerill
Page 2 of 2

ANNUAL MEETING

RDC Annual Meeting: The RDC is required to hold an annual meeting, to discuss the reports, pursuant to Indiana Code 36-7-25-8. All units of government should be invited to this meeting.

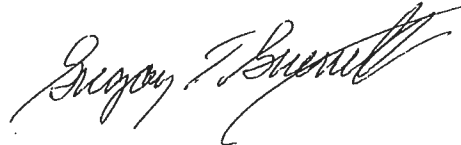
FEES

The total fee for our professional services shall Not Exceed: \$3,000.00

In the event the Redevelopment Commission approves the engagement of FSG Corp. for this Project, please sign, date and return a copy of this agreement to us.

Respectfully,

Financial Solutions Group, Inc.



Gregory T. Guerrettaz

AGREED AND ACCEPTED:

MONROE COUNTY
REDEVELOPMENT COMMISSION

By:  RICHARD MARTIN

Dated: 2/21/2024



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

Email Addresses:

greg@fsgcorp.com

fsg@fsgcorp.com

January 3, 2024

Monroe County Redevelopment Commission

Attn: Mr. Jeff Cockerill

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

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

**RE: TIF ANNUAL REPORT
(FULLERTON PIKE ECONOMIC DEVELOPMENT AREA)**

Redevelopment Commission, Mr. Cockerill:

Pursuant to Monroe County (the "County")'s request and the Commission's annual filing requirement, we are submitting a service agreement for the employment of Financial Solutions Group, Inc. (FSG Corp.) to perform certain professional services in connection with the TIF Annual Review (the "Project").

SCOPE OF SERVICES

The scope of services may contain the following, as part of this agreement:

1. Preparation of the TIF Annual Report, which would include the items below:
 - A. Updating the tax rate charts;
 - B. Analyzing the detail of taxes received, claims paid and transfer of funds at the County level;
 - C. Updating the assessed value parcel analysis;
 - D. Updating abated properties (where possible) in the TIF District;
 - E. Updating prior actual revenue and projecting revenue, for the next five years; and
 - F. Updating capital projects proposed to be paid out of the TIF District, based upon information received from the County Highway Engineer.

The TIF Annual Report shall be completed and delivered to the County on or before March 20nd, 2024.

The Scope of Services does not include an audit of the actual property taxes collected by the County and their distribution to the underlying entities, including the Redevelopment Commission.

January 3, 2024
Monroe County Redevelopment Commission
Attn: Mr. Jeff Cockerill
Page 2 of 2

ANNUAL MEETING

RDC Annual Meeting: The RDC is required to hold an annual meeting, to discuss the reports, pursuant to Indiana Code 36-7-25-8. All units of government should be invited to this meeting.

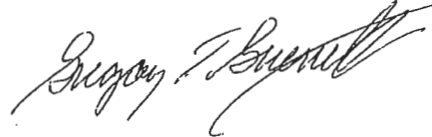
FEES

The total fee for our professional services shall Not Exceed: \$3,000.00

In the event the Redevelopment Commission approves the engagement of FSG Corp. for this Project, please sign, date and return a copy of this agreement to us.

Respectfully,

Financial Solutions Group, Inc.



Gregory T. Guerrettaz

AGREED AND ACCEPTED:

MONROE COUNTY
REDEVELOPMENT COMMISSION

By:  RICHARD MARTIN

Dated: 2/21/2024



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

Email Addresses:

greg@fsgcorp.com

fsg@fsgcorp.com

January 3, 2024

Monroe County Redevelopment Commission

Attn: Mr. Jeff Cockerill

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

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

**RE: TIF ANNUAL REPORT
(WESTSIDE ECONOMIC DEVELOPMENT AREA)**

Redevelopment Commission, Mr. Cockerill:

Pursuant to Monroe County (the "County")'s request and the Commission's annual filing requirement, we are submitting a service agreement for the employment of Financial Solutions Group, Inc. (FSG Corp.) to perform certain professional services in connection with the TIF Annual Review (the "Project").

SCOPE OF SERVICES

The scope of services may contain the following, as part of this agreement:

1. Preparation of the TIF Annual Report, which would include the items below:
 - A. Updating the tax rate charts;
 - B. Analyzing the detail of taxes received, claims paid and transfer of funds at the County and Trustee bank levels;
 - C. Updating the assessed value parcel analysis;
 - D. Updating abated properties (where possible) in the TIF District;
 - E. Updating prior actual revenue and projecting, for the next five years, the ability to pay debt service; and
 - F. Updating capital projects proposed to be paid out of the TIF District, based upon information received from the County Highway Engineer.

The TIF Annual Report shall be completed and delivered to the County on or before March 20nd, 2024.

The Scope of Services does not include an audit of the actual property taxes collected by the County and their distribution to the underlying entities, including the Redevelopment Commission.

January 3, 2024
Monroe County Redevelopment Commission
Attn: Mr. Jeff Cockerill
Page 2 of 2

ANNUAL MEETING

RDC Annual Meeting: The RDC is required to hold an annual meeting, to discuss the reports, pursuant to Indiana Code 36-7-25-8. All units of government should be invited to this meeting.

FEES

The total fee for our professional services shall Not Exceed: \$8,000.00.

The total fee for the TIF Annual Report includes the cost of filing all required information with the MSRB "EMMA" system, as required under the Continuing Disclosure Agreements.

In the event the Redevelopment Commission approves the engagement of FSG Corp. for this Project, please sign, date and return a copy of this agreement to us.

Respectfully,

Financial Solutions Group, Inc.



Gregory T. Guerrettaz

AGREED AND ACCEPTED:

**MONROE COUNTY
REDEVELOPMENT COMMISSION**

By:  RICHARD MARTIN

Dated: 2/21/2024



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

Email Addresses:

greg@fsgcorp.com

fsg@fsgcorp.com

January 3, 2024

Monroe County Redevelopment Commission

Attn: Mr. Jeff Cockerill

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

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

RE: TIF ANNUAL REPORT
(CURRY PROFILE TIF DISTRICT)

Redevelopment Commission, Mr. Cockerill:

Pursuant to Monroe County (the "County")'s request and the Commission's annual filing requirement, we are submitting a service agreement for the employment of Financial Solutions Group, Inc. (FSG Corp.) to perform certain professional services in connection with the TIF Annual Review (the "Project").

SCOPE OF SERVICES

The scope of services may contain the following, as part of this agreement:

1. Preparation of the TIF Annual Report, which would include the items below:
 - A. Reviewing and updating the tax rate charts;
 - B. Analyzing the detail of taxes received, claims paid and transfer of funds at the County level;
 - C. Inputting the assessed value parcel analysis;
 - D. Inputting prior actual revenue and projecting, for the next five years, the ability to pay debt service;
 - E. Reviewing capital projects proposed to be paid out of the TIF District; and
 - F. Preparing a report on the District.

The TIF Annual Report shall be completed and delivered to the County on or before March 20nd, 2024.

The Scope of Services does not include an audit of the actual property taxes collected by the County and their distribution to the underlying entities, including the Redevelopment Commission.

January 3, 2024
Monroe County Redevelopment Commission
Attn: Mr. Jeff Cockerill
Page 2 of 2

ANNUAL MEETING

RDC Annual Meeting. The RDC is required to hold an annual meeting, discuss the reports, pursuant to Indiana Code 36-7-25-8. All units of government should be invited to this meeting.

FEES

The total fee for our professional services shall be Not Exceed: \$2,000.00

In the event the Redevelopment Commission approves the engagement of FSG Corp. for this Project, please sign, date and return a copy of this agreement to us.

Respectfully,


Financial Solutions Group, Inc.



Gregory T. Guerrettaz

AGREED AND ACCEPTED:

**MONROE COUNTY
REDEVELOPMENT COMMISSION**

By:  RICHARD MARTIN

Dated: 2/21/2024



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 03/06/24

Formal ☒

Work session ☐

Department Highway

Title to appear on Agenda: Award E&B Paving, LLC the Marlin Hills Drainage and Paving project

Vendor #

Executive Summary:

Bids were opened publicly on February 22, 2024 by Monroe County Highway representatives. There were three bids received for the project. E&B Paving, LLC was the lowest, most responsive and responsible bidder. We would like to award the project to E&B.

The project is being funded from APRA funds and is the last subdivision to be completed from the list of projects. We had hired a local engineering firm to help design some more extensive drainage repairs for the subdivision. We will include the Alternative 1 for some extra drainage work to be completed to improve the overall project and the bid is under the appropriated funding amount. The project will be completed in 2024.

Monroe County Highway staff will notify the residents of the subdivision the upcoming work to be completed as soon as a schedule is submitted by the Contractor.

Fund Name(s):

American Rescue Plan Act Fund

Fund Number(s):

8950

Amount(s)

\$396,693.00

Presenter:

Lisa Ridge

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:

Cockerill, Jeff



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): 02/22/24

1. Governmental Unit (Owner): Monroe County Board of Commissioners

2. County : Monroe

3. Bidder (Firm): E & B Paving, LLC

Address: 2520 W. Industrial Park Drive

City/State/ZIPcode: Bloomington, IN 47404

4. Telephone Number: 812-334-7940

5. Agent of Bidder (if applicable): Garrett Gough

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Marlin Hills Drainage Improvements and Resurfacing

(Governmental Unit) in accordance with plans and specifications prepared by Monroe County Board of

Commissioners/Monroe County Highway Department and dated 02/22/24 for the sum of

See Attached \$ See attached

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: Monroe County Board of Commissioners

Bidder (Firm) E & B Paving, LLC

Date (month, day, year): 02/22/24

These statements to be submitted under oath by each bidder with and as a part of his bid.
Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
14,229,922.00	Patch & Rehab	2020	RS-39090-B Patch & Rehab I-69
2,660,660.45	Road Resurface	2020	RS-40072-A SR 45 Monroe Co.
5,093,766.44	HMA Placement & Concrete	2021	R-33541 I-69 3.1 HMA & Concrete
3,721,333.57	Road Resurface	2021	R-41163-A SR 57 Resurface

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
3,641,742.08	Road Reconstruction	2022	R-39933 SR 56/61 Pike County
6,542,542.00	Road Reconstruction	2022	R-39366-ASR 42 Mooresville
26,725,142.00	Road Reconstruction	2020	INDOT B-33539 US 41
4,847,135.00	Road Reconstruction	2022	RS-40939-A SR 135 Resurface

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

4. List references from private firms for which you have performed work.

FA Wilhelm - Indianapolis IN

McIntyre Brothers - Bedford IN

Weddle Bros - Bloomington IN

Hoosier Energy - Petersburg IN

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

Per Plans and Specifications

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

SEE BID FORM

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

Any equipment required to complete the project.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Bloomington, IN this 22 day of February, 2024

E & B Paving, LLC

(Name of Organization)

By

Garrett Gough

Garrett Gough, Division Manager

(Title of Person Signing)



ACKNOWLEDGEMENT

STATE OF INDIANA)
COUNTY OF MONROE) ss

Before me, a Notary Public, personally appeared the above-named Garrett Gough and
swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 22 day of February, 2024

Whitney L. Bond

Notary Public

My Commission Expires: March 5, 2028

County of Residence: Madison



BID OF

E & B Paving, LLC

(Contractor)

2520 W Industrial Park Drive

(Address)

Bloomington, IN 47404

FOR

PUBLIC WORKS PROJECTS

OF

Monroe County Board of Commissioners

Filed _____,

Action taken _____

CONTRACTOR will complete the WORK for the following prices and unit quantities. Quantities will be adjusted for actual quantities of materials used or work performed unless otherwise noted in the Pay Item Descriptions.

BASE BID - Marlin Hills Drainage Improvements

Item No.	Description	Unit	Quantity	Unit Price	Subtotal Cost
1	Mobilization/Demobilization	LSUM	1		
2	Maintenance of Traffic	LSUM	1		
3	Curb Demolition	LF	375		
4	Curb Replacement	LF	375		
5	Sod Replacement	SYD	125		
6	Revetment Rip Rap	TON	16		
7	Asphalt Pavement Patching, Concrete	CYD	50		
8	Asphalt Pavement Removal	SYD	200		
9	INDOT #53 Aggregate	TON	95		
10	INDOT #11 Aggregate	TON	113		
11	48" Round Manhole	EA	2		
12	Inlet Type J	EA	7		
13	EJIW 7505 Curb Inlet Casting with Type M3 Vane Grate	EA	9		
14	Pipe End Section, 12"	EA	1		
15	Pipe End Section, 15"	EA	2		
16	Pipe End Section, 18"	EA	1		
17	Pipe End Section, 24"	EA	1		
18	Pipe, AWWA C900 PVC DR18, 18"	LF	12		
19	Reinforced Concrete Pipe (RCP), Class III, 24"	LF	56		
20	Reinforced Concrete Pipe (RCP), Class III, 15"	LF	231		
21	Silt Fence	LF	106		
22	Pyramid Filter Sock	LF	45		
23	Tree Protection Fence	LF	50		
24	Excavation	CYD	630		

See Attached

BASE BID - Marlin Hills Resurfacing

Audubon Dr. 1200 ft x 27 ft, Audubon Dr. 962 ft x 17 ft, Hillview Dr. 1930 ft x 27 ft, Lookout Lane 520 ft x 18 ft, Overlook Lane 230 ft x 18 ft, Scenic Dr. 545 ft x 27 ft, Thistle Dr. 564 ft x 27 ft, Woodridge Dr. 1038 ft x 27 ft

Item No.	Description	Unit	Quantity	Unit Price	Subtotal Cost
25	Milling, Asphalt, Variable Depth 0"-1.5"	SYD	7,600		
26	Tack Coat	TON	4.8		
27	HMA Surface, Type B, 9.5 mm	TON	1,900		

ALTERNATE 1 BID, Marlin Hills Drainage Improvements
Between 510 and 512 E. Woodridge Driveways

Item No.	Description	Unit	Quantity	Unit Price	Subtotal Cost
28	Pipe End Section, 15"	EA	2		
29	Pipe, HDPE Type S Dual Wall, 15"	LF	184		
30	Nyloplast Basin With Dome Grate	EA	3		
31	Revetment Rip Rap	TON	7		
32	INDOT #11 Aggregate	TON	125		
33	Sod Replacement	SYD	136		
34	Excavation	CYD	370		

See Attached

BASE BID ITEMS 1 THROUGH 27 INCLUSIVE

Written: Three hundred fifty eight thousand one hundred forty five dollars

Numerical: \$ 358,145.00

ALTERNATE 1 BID ITEMS 28 THROUGH 34 INCLUSIVE

Written: Thirty eight thousand five hundred forty eight dollars

Numerical: \$ 38,548.00

TOTAL BID ITEMS 1 THROUGH 34 INCLUSIVE (Bid Award Basis)

Written: Three hundred ninety six thousand six hundred ninety three dollars

Numerical: \$ 396,693.00

Bid award is based on the Total Bid amount of Items 1 – 34. Owner has the option of not awarding Alternate 1, Items 28 – 34.

END OF SECTION

E&B PAVING BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
1	MOBILIZATION/DEMOBILIZATION	1.000	LS	19,000.00	19,000.00
2	MAINTENANCE OF TRAFFIC	1.000	LS	10,576.00	10,576.00
3	CURB DEMOLITION	375.000	LFT	13.00	4,875.00
4	CURB REPLACEMENT	375.000	LFT	60.00	22,500.00
5	SOD REPLACEMENT	125.000	SYD	26.00	3,250.00
6	REVTMENT RIPRAP	16.000	TON	90.00	1,440.00
7	ASPHALT PAVEMENT PATCHING CONCRETE	50.000	CYD	220.00	11,000.00
8	ASPHALT PAVEMENT REMOVAL	200.000	SYD	17.50	3,500.00
9	INDOT #53 AGGREGATE	95.000	TON	42.00	3,990.00
10	INDOT #11 AGGREGATE	113.000	TON	44.00	4,972.00
11	48" ROUND MANHOLE	2.000	EA	3,000.00	6,000.00
12	INLET TYPE J	7.000	EA	2,200.00	15,400.00
13	EJ 7505 CURB INLET CAST WITH TYPE M3 VANE GRATE	9.000	EA	670.00	6,030.00
14	PIPE END SECTION 12"	1.000	EA	475.00	475.00
15	PIPE END SECTION 15"	2.000	EA	540.00	1,080.00
16	PIPE END SECTION 18"	1.000	EA	550.00	550.00
17	PIPE END SECTION 24"	1.000	EA	840.00	840.00
18	PIPE AWWA C900 PVC DR 18 18"	12.000	LF	215.00	2,580.00
19	REINF CONCRETE PIPE (RCP) CLASS 3 24"	56.000	LF	102.00	5,712.00
20	REINF CONCRETE PIPE (RCP) CLASS 3 15"	231.000	LF	65.00	15,015.00
21	SILT FENCE	106.000	LF	8.00	848.00
22	PYRAMID FILTER SOCK	45.000	LF	19.00	855.00
23	TREE PROTECTION FENCE	50.000	LF	9.50	475.00
24	EXCAVATION	630.000	CYD	23.00	14,490.00
25	MILLING ASPHALT VARIABLE DEPTH 0"-1.5"	7,600.000	SYD	3.50	26,600.00
26	TACK COAT	4.800	TON	665.00	3,192.00
27	HMA SURFACE TYPE B 9.5MM	1,900.000	TON	91.00	172,900.00
	BASE BID				\$358,145.00
28	PIPE END SECTION 15" (ALT 1)	2.000	EA	565.00	1,130.00
29	PIPE HDPE TYPE S DUAL WALL 15" (ALT 1)	184.000	LF	63.00	11,592.00
30	NYLOPLAST BASIN WITH DOME GRATE (ALT 1)	3.000	EA	2,550.00	7,650.00
31	REVTMENT RIPRAP (ALT 1)	7.000	TON	90.00	630.00
32	INDOT #11 AGGREGATE (ALT 1)	125.000	TON	44.00	5,500.00
33	SOD REPLACEMENT (ALT 1)	136.000	SYD	26.00	3,536.00

E&B PAVING BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
34	EXCAVATION (ALT 1)	370.000	CYD	23.00	8,510.00
	ALTERNATE #1				\$38,548.00
	Bid Total				\$396,693.00

NON-DISCRIMINATION AFFIDAVIT

The undersigned, having executed the attached bid or bids for and on behalf of themselves, their firm or corporation, being first duly sworn says:

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 their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of their 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 (\$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 become due hereunder may be forfeited. It is further agreed that a breach of this covenant may be considered a material breach of this contract.

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that they have not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

OATH AND AFFIRMATION

I affirm under the penalties for perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at Bloomington, IN this 22nd day of February, 2024.

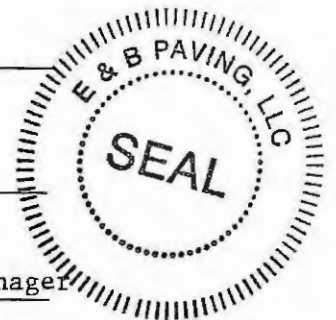
E&B Paving, LLC

(Name of Organization)

By Garrett Gough

Garrett Gough, Division Manager

(Title of Person Signing)



PROJECT: **Marlin Hills Drainage Improvements and Resurfacing,
Monroe County, Indiana**

FROM: E&B Paving, LLC (Company)

BID SUBMITTED TO:

Monroe County Legal Department
Monroe County Courthouse
100 W. Kirkwood Avenue, Room 220
Bloomington, Indiana 47404

1. The undersigned CONTRACTOR proposes and agrees, if this BID is accepted, to enter into an agreement with the Monroe County Board of Commissioners (OWNER) to perform and furnish all WORK as specified and indicated in the Contract Documents for the Contract Unit Price and within the Contract Time agreed to by the OWNER.
2. In submitting this BID, CONTRACTOR represents that:
 - a. CONTRACTOR has examined the Bid Documents.
 - b. The undersigned CONTRACTOR offers to do all of the items of WORK for the respective unit prices stated. The CONTRACTOR has based the BID for unit prices on the OWNER'S estimated quantities that will be necessary to complete the WORK.
 - c. CONTRACTOR, upon acceptance of this BID, will provide the OWNER a Certificate of Insurance with the Monroe County Board of Commissioners named as Additional Insured.
 - d. CONTRACTOR, upon acceptance of this BID, will provide the OWNER Performance and Payment Bonds.
3. Paving Program Descriptions:
See Itemized List below for pay item information and roadways to be resurfaced.
4. Advertising: Schedule of road closings shall be coordinated through the Monroe County Highway Department, 812-803-6810.
5. INDOT Standards: All work shall be performed in accordance with published standards established by the Indiana Department of Transportation.

Addendum #1 Received 2/5/24

B - 1

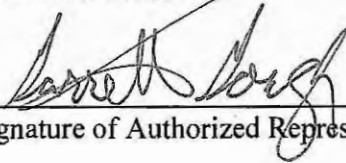
6. Traffic Control: Contractor shall provide flaggers as needed for traffic control on all projects. Contractor shall have full responsibility for the placement of signage to comply with Indiana Manual on Uniform Traffic Control Devices.
7. Road Preparation: Contractor shall undertake any general preparation of the road surface necessary prior to resurfacing work and shall sweep all project roads immediately prior to paving operations. The Owner will do ditching and shoulder work before the Contractor is given notice to proceed for the road project.
8. Asphalt Mix: All materials and workmanship shall meet current Indiana Department of Transportation (INDOT) specifications, including the handling, placement and other related areas of asphalt paving.
9. Asphalt Application: Contractor shall make smooth transitions to all private drives and intersecting roads. During application, Contractor shall be responsible to ensure that asphalt delivery trucks do not damage either the newly laid asphalt or any other county roads in route to the project. Contractor shall obtain approval from Monroe County Highway Department staff of asphalt delivery route prior to commencement of work.
10. Wedge and Level: All 9.5 mm overlays shall require an initial wedge and level course(s) or spot wedge and leveling as necessary to provide a reasonably smooth final surface. The wedge and level operation cost shall be included in the HMA surface cost. A portion of the total tonnage shall be used as a wedge and level course and marked areas shall receive a wedge and level treatment separately from the final surface course. Contractor shall leave enough tonnage after wedge and leveling to complete a final overlay. Contractor is not to exceed total estimated tonnage without prior approval of the Owner. Wedge and level material shall be placed with a paver and compacted with a roller after tack has been applied. Reference INDOT Standard Specifications 402 and 409.
11. Equipment: All Equipment shall meet INDOT Standards. Bituminous pavers and other equipment shall be in conformance with INDOT Standard Specification 409, capable of spreading and finishing courses in single widths for 9 to 20 feet at the thickness required by the specifications.
12. Inspections: The Monroe County Highway Department will have a project representative who will observe and inspect work progress and monitor materials and workmanship.
13. Contractor Notification: Contractor shall notify the Monroe County Highway Department at least five (5) business days, excluding Fridays, prior to commencement of work at 812-803-6810.
14. Estimated Tonnage Limitations: Contractor shall not exceed estimated tonnages without prior approval of the Monroe County Highway Superintendent.

15. Start and Completion dates: The project shall start within ten (10) days of the issuance of the Notice to Proceed and shall be completed within 60 calendar days.
16. CONTRACTOR shall provide detailed billing with location, total material placed, and date of placement for each item.
17. The following documents are attached to and made a condition of this BID:
- a. Pay Item Descriptions.
 - b. Project Area Map Showing Roadway Locations, Attachment A
 - c. Construction Plans for Marlin Hills Drainage Improvements, prepared by BRCJ, Attachment B.

SUBMITTED on February 22, 2024.

E&B Paving, LLC

Contractor Name



Garrett Gough

Signature of Authorized Representative



Division Manager

Title

2520 W. Industrial Park Drive, Bloomington, IN 47404 812-334-7940

Business Address

Telephone Number

E-Mail Address garrett.gough@ebpaving.com

ADDENDUM NO. 1

To: Construction Documents dated February 5, 2024

Project: Marlin Hills Drainage Improvements and Resurfacing

BRCJ Project No.: 11334

Date: February 20, 2024

This Addendum, issued prior to bidding alters, amends, corrects, or clarifies the Proposal Documents to the extent stated herein and does thereby become a part of the Proposal Documents and will become part of the Contract Documents is the successful bidder.

ITEMS INCLUDED IN THIS ADDENDUM

ANSWERS TO QUESTIONS

- Q1: On sheet C203, it shows removing the 12" CMP but nothing about that structure it's connected to. Then, on the Improvement plan notes, it shows installing a new J inlet. I just want to be sure we are removing and installing a new inlet and not connecting to the existing one.
- A1: Two existing inlet structures are to be removed at Woodridge Drive. Refer to revised Sheet C203, attached. The existing inlet structures are to be replaced in the same locations with two new structures, STR-(12), and STR-(13).
- Q2: I did not see a detail in the documents referencing underdrain bellow the curb, but there is a 3" PVC invert coming NW out of inlet STR-(12). Please clarify.
- A2: The 3" connection to STR-(12) is an existing downspout drain coming from an adjacent residence, there is no underdrain called for beneath the curbs. Plan note 9 has been added to Sheet C203 to illustrate the connection.

CHANGES TO PROJECT MANUAL

SECTION: Pay Item Descriptions
PART 2: Summary Of Base Bid Pay Items
Item No. 24 - Excavation

Revise Description to read as follows:

"Reference INDOT Standard Specification 203. Excavation for installation of drainage infrastructure. Includes removal of existing drainage pipe and structures as required for the installation of new improvements. Contractor shall properly dispose excavated material."

CHANGES TO PROJECT PLANS

Sheet C203: Add plan note to illustrate removal of existing concrete inlet structures.
Add plan note to describe connection existing 3" PVC roof drain into STR - (12).

ATTACHMENTS

1. Revised Plan Sheet C203

END OF ADDENDUM ONE

TABULATION OF BIDS

MONROE COUNTY HIGHWAY DEPARTMENT
Monroe County, Indiana

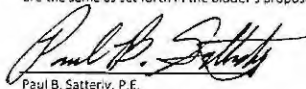
Marlin Hills Drainage Improvements and Resurfacing

Engineer's Estimate: \$431,055.00

BIDS RECEIVED: February 22, 2024 at 9:00 am

NAME AND ADDRESS OF CONTRACTOR	E&B Paving, LLC 2520 W. Industrial Park Drive Bloomington, IN 47404	Milestone Contractors 4755 W. Arlington Road Bloomington, IN 47404	Crider & Crider, Inc. 1900 Liberty Drive Bloomington, IN 47403		
ITEM					
Proposal Form	X	X	X		
Bid Bond	X	X	X		
Form 96	X	X	X		
Non-Collusion Affidavit	X	X	X		
Non-Discrimination Affidavit	X	X	X		
Addendum No. 2	X	X	X		
BASE BID PRICE	\$396,693.00	\$447,937.00	\$470,721.50		

Except for any noted errors, I certify that the prices as tabulated above are the same as set forth in the Bidder's proposals.


Paul B. Satterly, P.E.

Registered Engineer No. PE60880369
State of Indiana

Prepared by:
Monroe County Highway Department
Bloomington, Indiana

February 23, 2024



Recommendation for award is on March 6, 2024 at 10:00 am at the Courthouse,
Nat. U. Hill Room, Bloomington, Indiana.

Award of this bid will be made to the lowest cost, most responsive and most responsible bidder subject to the following conditions:

1. Submittal of Performance and Payment Bonds by the Contractor to the County.
2. Submit list of all subcontractors and suppliers to the Engineer for review and approval.
3. Submittal of fully executed construction contract, subject to review by the Legal Department.

BID RESULTS
MARLIN HILLS DRAINAGE IMPROVEMENTS AND RESURFACING
MONROE COUNTY, INDIANA

ITEM	DESCRIPTION	QTY	UNIT	E & B UNIT PRICES	MILESTONE UNIT PRICES	CRIDER & CRIDER UNIT PRICES
1	Mobilization/Demobilization	1	LSUM	\$19,000.00	\$22,000.00	\$22,503.00
2	Maintenance of Traffic	1	LSUM	\$10,576.00	\$3,600.00	\$19,556.00
3	Curb Demolition	375	LFT	\$13.00	\$12.00	\$16.00
4	Curb Replacement	375	LFT	\$60.00	\$51.00	\$50.00
5	Sod Replacement	125	SYD	\$26.00	\$27.00	\$52.00
6	Revetment Rip Rap	16	Ton	\$90.00	\$98.00	\$95.00
7	Asphalt Pavement Patching, Concrete	50	CYD	\$220.00	\$235.00	\$290.00
8	Asphalt Pavement Removal	200	SYD	\$17.50	\$23.00	\$41.00
9	INDOT #53 Aggregate	95	Ton	\$42.00	\$52.00	\$61.00
10	INDOT #11 Aggregate	113	Ton	\$44.00	\$58.00	\$52.00
11	48" Round Manhole	2	Each	\$3,000.00	\$3,800.00	\$2,756.00
12	Inlet Type J	7	Each	\$2,200.00	\$2,600.00	\$2,428.00
13	EJW 7505 Curb Inlet Casting with Type M3 Vane Grate	9	Each	\$670.00	\$660.00	\$874.00
14	Pipe End Section, 12"	1	Each	\$475.00	\$1,300.00	\$562.00
15	Pipe End Section, 15"	2	Each	\$540.00	\$1,300.00	\$648.00
16	Pipe End Section, 18"	1	Each	\$550.00	\$1,400.00	\$677.00
17	Pipe End Section, 24"	1	Each	\$840.00	\$1,700.00	\$1,275.00
18	Pipe, AWWA C900 PVC DR18, 18"	12	LFT	\$215.00	\$300.00	\$242.00
19	Reinforced Concrete Pipe (RCP), Class III, 24"	56	LFT	\$102.00	\$140.00	\$167.00
20	Reinforced Concrete Pipe (RCP), Class III, 15"	231	LFT	\$65.00	\$98.00	\$94.00
21	Silt Fence	106	LFT	\$8.00	\$3.00	\$12.00
22	Pyramid Filter Sock	45	LFT	\$19.00	\$17.00	\$17.00
23	Tree Protection Fence	50	LFT	\$9.50	\$14.00	\$11.00
24	Excavation	630	CYD	\$23.00	\$35.00	\$35.00
25	Milling, Asphalt, Variable Depth 0"-1.5"	7,600	SYD	\$3.50	\$3.00	\$4.00
26	Tack Coat	4.8	Ton	\$665.00	\$650.00	\$765.00
27	HMA Surface, Type B, 9.5 mm	1,900	Ton	\$91.00	\$99.00	\$104.70
28	Pipe End Section, 15"	2	Each	\$565.00	\$1,300.00	\$278.00
29	Pipe, HDPE Type S Dual Wall, 15"	184	LFT	\$63.00	\$84.00	\$54.00
30	Nyloplast Basin With Dome Grate	3	Each	\$2,550.00	\$3,600.00	\$3,104.00
31	Revetment Rip Rap	7	Ton	\$90.00	\$98.00	\$98.50
32	INDOT #11 Aggregate	125	Ton	\$44.00	\$58.00	\$29.00
33	Sod Replacement	136	SYD	\$26.00	\$27.00	\$50.00
34	Excavation	370	CYD	\$23.00	\$35.00	\$13.00

BID RESULTS
MARLIN HILLS DRAINAGE IMPROVEMENTS AND RESURFACING
MONROE COUNTY, INDIANA

ITEM	DESCRIPTION	QTY	UNIT	E & B TOTALS	MILESTONE TOTALS	CRIDER & CRIDER TOTALS
1	Mobilization/Demobilization	1	LSUM	\$19,000.00	\$22,000.00	\$22,503.00
2	Maintenance of Traffic	1	LSUM	\$10,576.00	\$3,600.00	\$19,556.00
3	Curb Demolition	375	LFT	\$4,875.00	\$4,500.00	\$6,000.00
4	Curb Replacement	375	LFT	\$22,500.00	\$19,125.00	\$18,750.00
5	Sod Replacement	125	SYD	\$3,250.00	\$3,375.00	\$6,500.00
6	Revetment Rip Rap	16	Ton	\$1,440.00	\$1,568.00	\$1,520.00
7	Asphalt Pavement Patching, Concrete	50	CYD	\$11,000.00	\$11,750.00	\$14,500.00
8	Asphalt Pavement Removal	200	SYD	\$3,500.00	\$4,600.00	\$8,200.00
9	INDOT #53 Aggregate	95	Ton	\$3,990.00	\$4,940.00	\$5,795.00
10	INDOT #11 Aggregate	113	Ton	\$4,972.00	\$6,554.00	\$5,876.00
11	48" Round Manhole	2	Each	\$6,000.00	\$7,600.00	\$5,512.00
12	Inlet Type J	7	Each	\$15,400.00	\$18,200.00	\$16,996.00
13	EJW 7505 Curb Inlet Casting with Type M3 Vane Grate	9	Each	\$8,030.00	\$5,940.00	\$7,866.00
14	Pipe End Section, 12"	1	Each	\$475.00	\$1,300.00	\$562.00
15	Pipe End Section, 15"	2	Each	\$1,080.00	\$2,600.00	\$1,296.00
16	Pipe End Section, 18"	1	Each	\$550.00	\$1,400.00	\$677.00
17	Pipe End Section, 24"	1	Each	\$840.00	\$1,700.00	\$1,275.00
18	Pipe, AWWA C900 PVC DR18, 18"	12	LFT	\$2,580.00	\$3,600.00	\$2,904.00
19	Reinforced Concrete Pipe (RCP), Class III, 24"	56	LFT	\$5,712.00	\$7,840.00	\$9,352.00
20	Reinforced Concrete Pipe (RCP), Class III, 15"	231	LFT	\$15,015.00	\$22,638.00	\$21,714.00
21	Silt Fence	106	LFT	\$848.00	\$318.00	\$1,272.00
22	Pyramid Filter Sock	45	LFT	\$855.00	\$765.00	\$765.00
23	Tree Protection Fence	50	LFT	\$475.00	\$700.00	\$550.00
24	Excavation	630	CYD	\$14,490.00	\$22,050.00	\$22,050.00
25	Milling, Asphalt, Variable Depth 0" - 1.5"	7,600	SYD	\$26,600.00	\$22,800.00	\$30,400.00
26	Tack Coat	4.8	Ton	\$3,192.00	\$3,120.00	\$3,672.00
27	HMA Surface, Type B, 9.5 mm	1,900	Ton	\$172,900.00	\$188,100.00	\$198,930.00
28	Pipe End Section, 15"	2	Each	\$1,130.00	\$2,600.00	\$556.00
29	Pipe, HDPE Type S Dual Wall, 15"	184	LFT	\$11,592.00	\$17,266.00	\$9,936.00
30	Nyloplast Basin With Dome Grate	3	Each	\$7,650.00	\$10,800.00	\$9,312.00
31	Revetment Rip Rap	7	Ton	\$630.00	\$686.00	\$689.50
32	INDOT #11 Aggregate	125	Ton	\$5,500.00	\$7,250.00	\$3,625.00
33	Sod Replacement	136	SYD	\$3,536.00	\$3,672.00	\$6,800.00
34	Excavation	370	CYD	\$8,510.00	\$12,950.00	\$4,810.00
				\$396,693.00	\$447,937.00	\$470,721.50