



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 13, 2024, at 10:00 am Nat U. Hill Meeting Room – 3rd Floor, Courthouse and Microsoft Teams Connection

https://teams.microsoft.com/1/meetup-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 THOMAS

3. PROCLAMATION – NATIONAL AG WEEK AND WATER CONSERVATION DISTRICTS 80TH ANNIVERSARY

4. DEPARTMENT UPDATES

Health – Lori Kelley
Surveyor – John Baeten
Rural Transit – Chris Myers

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

6. APPROVAL OF MINUTES

March 6, 2024

7. APPROVAL OF CLAIMS DOCKET
Accounts Payable – March 13, 2024

8. REPORTS
None

9. NEW BUSINESS

A. OPENING OF EMPLOYEE CLINIC REQUESTS FOR PROPOSAL

B. PUBLIC HEARING ON ORDINANCE 2024-07; VACATION OF ROADWAY; EAST BRYANTS CRK RD
Presenter: David Schilling

20

Hearing for a proposed Ordinance 2024-07 for the Petition to Vacate Right of Way or Roadway from Monroe County Inventory being East Bryants Creek Road.

C. HARRELL FISH, INC HVAC SYSTEM REPLACEMENT
Fund Name: Cumulative Capital
Fund Number: 1138
Amount: \$29,840
Presenter: Richard Crider

23

This request is to approve the proposal from HFI in the amount of \$29,840 to replace the upstairs air conditioning system at the Highway Department.

The scope of work includes demolition and removal of the current indoor and outdoor heating and cooling equipment. Installing efficient 2 stage heating and cooling equipment. Removing ductwork, a from unit that is no longer in use. Installing a large portable dehumidifier necessary for the conditions in the mechanical room. Selection of Alternate 2 Add: Installing a new electrical service panel to supply power to new equipment.

D. HARRELL FISH, INC WATER HEATER REPLACEMENT
Fund Name: Cumulative Capital
Fund Number: 1138
Amount: \$2,050
Presenter: Richard Crider

29

This request is to approve the proposal submitted by HFI in the amount of \$2,050.00 to replace the water heater in the Monroe County Highway Department.

The scope of work includes Draining and removal of existing water heater, Installing new 50 gallon natural gas water heater, and Modifying gas and water lines to supply new equipment.

E. RESOLUTION 2024-11; MULTIPLE DEPARTMENT SURPLUS PROPERTY

34

Presenter: Richard Crider

This request is to approve items for surplus from Community Corrections, Probation, Parks & Recreation, and other items in storage that are damaged and unclaimed.

Community Corrections - Obsolete Home Monitoring Devices that have been replaced with new. Disposal location to be determined.

Probation - Leaking department refrigerator that will be replaced with new. The refrigerator will be disposed of by either the new appliance vendor or Recycle Center by Maintenance.

Parks and Recreation - Pending Park Board Approval; End of life landscaping equipment and a concrete saw. Items will be auctioned on GovDeals.com. Scrap metal pile including an end of life broadcast spreader, fencing, grill parts, signs, signposts, and other metal pieces will be sold as scrap to a salvage yard.

Damaged and unclaimed furniture inside storage shed at Karst Farm Park - Keyboard, air fryer, and refrigerator that will be taken to the Monroe County Recycle Center. Basketball Goal will be sold on GovDeals.com. 4 metal carts and a broken locker that will be sold as scrap to salvage yard. Carpet tile remnants, 4 partition walls, 4 tables, desk parts, and shelves will be taken to dumpster.

F. AMENDMENT TO BEACON INC. 2022 SOPHIA TRAVIS GRANT AGREEMENT

40

Presenter: Molly Turner-King and/or Kim Shell

In 2022, Beacon Inc. was awarded a Sophia Travis Community Service grant to be used for lifesaving tools for persons experiencing homelessness and to be used no later than the end of the calendar year of 2023. Beacon was unable to use the grant funds by the prescribed date and requested an extension of the funds. The Sophia Travis Community Service Grant committee held a meeting on March 4, 2024 and approved recommending an extension to allow Beacon Inc. through the end of the 2024 calendar year to use the grant funds and allow funds to be used for CPR/ First Aid training. The attached Amendment to the 2022 Sophia Travis Community Service Grant is submitted for Commissioner approval.

G. METLIFE DENTAL CONTRACT AGREEMENT

44

Fund Name: Self Insurance

Fund Number: 4700

Amount: Varies

Presenter: Elizabeth Sensenstein

Contract Amendment with MetLife dental to include fluoride coverage with no age limit.

H. STEELE BENEFITS CLIENT SERVICES AGREEMENT

47

Presenter: Elizabeth Sensenstein

Updated Client Services Agreement with Steele Benefits. At a prior Commissioner's meeting, we discussed applying the MetLife tech subsidy toward tech/admin fees with Steele Benefits. Our current contract with Steele partners with Guardian Insurance to offset the costs of the benefits administration system (website). After some discussion with Steele Benefits, we are going to use a portion of the tech subsidy to license our benefits administration system (website) directly with Steele, rather than through Guardian.

I. COMCAST INTERNET AGREEMENT FOR ELECTION OPERATIONS

49

Fund Name: Cumulative Capital

Fund Number: 1138

Amount: \$5,299.55

Presenter: Greg Crohn

The current agreement for Internet service at Elections Operations (302 S. Walnut) signed in January of 2022 is expiring at the end of this March. This agreement is to provide 1.25gb service, static ip, and point to point connection to County networks for twenty-four (24) months. Monthly rate is at \$217.90 with an additional one time change of service fee of \$69.95.

J. NEXT-REQUEST PUBLIC RECORDS REQUEST PROGRAM

53

Fund Name: Cumulative Capital

Fund Number: 1138

Amount: Not to exceed \$20,379

Presenter: Greg Crohn

Monroe County Government does not have a web portal or records management software in place to process public records requests. Currently most requests are made via email directly to a department through any email address the public is able to locate or via the grievance and complaints link from our website. This request is to approve the Next Request Records Management program by Civic Plus. Agreement is for one year with an automatic renewal for year two, that can be canceled within 60 days of renewal date.

K. 2024 POLLING SITES FOR PRESIDENTIAL PRIMARY ELECTION

62

Presenter: Kylie Moreland

On March 8, 2024, the Monroe County Election Board accepted the list of polling sites for 2024. The list is being presented to the Monroe County Commissioners for their review and approval.

L. INDIANA UNIVERSITY MOU WITH PROBATION

64

Fund Name: JDAI Performance Bonus Grant

Fund Number: 9146

Amount: Not to exceed \$5,000

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 a research project with Indiana University.

The project will involve collecting surveys from youth who have interactions with Juvenile Probation and the Juvenile Court. Research partners from Indiana University (IU) will develop a survey for Probation-involved youth and their families/caregivers, including survey content and instrument creation. IU will assist Probation with technical and administrative aspects of the project, including Qualtrics design, development, data management, and report writing. IU researchers will gather post-appointment feedback from Probation-involved youth and their families/caregivers and will develop a written summary of the survey findings. IU researchers will submit a final report to Probation at the conclusion of the grant year (June 30, 2024).

M. L&D MAIL MASTERS FOR TAX BILL PRINTING AND MAILING AGREEMENT

71

Fund Name: County General

Fund Number: 1000

Amount: Not to exceed \$42,000

Presenter: Cathy Smith

This contract is to agree that the L&D Mail Masters Company will be the selected vendor to print and mail the tax bills for Monroe County.

Postage Estimate = \$25,598.51

Printing & Mailing Estimate= \$15,641.27

Estimated Total = \$41,239.78

N. ORDINANCE 2024-16; AMEND ZOA CHAPTER 807; SIGNS

78

Presenter: Jackie Nester Jelen

The signs ordinance requires an amendment to add in a timeline and procedure for permitting processing to ensure we are compliance with all legal case law on the matter of sign regulations. An amendment has also been made to add more illustrations into the ordinance to show the different types of signs that can be permitted. In this packet, you will find two versions of the signs ordinance: a clean copy showing all proposed changes, and a track changes copy from the adopted version of the ordinance to see what is changing.

O. VET ENVIRONMENTAL ENGINEERING AGREEMENT FOR PHASE I ENVIRONMENTAL SITE ASSESSMENT

107

Fund Number: EDIT BAN

Fund Number: 4816

Amount: Not to exceed \$4,750

Presenter: Angie Purdie

VET Environmental Engineering, LLC will perform a PH 1 Environmental Site Assessment and Site Reconnaissance at the property composed of a portion of two parcels of land totaling approximately 56.12 acres in the located along West Hunter Valley Road and West SR 46 (Parcel # 53-05-30-100-006.008-004 and 53-05-30-100-006.000-004). The County is not looking to purchase the totality of the two parcels, just a portion totaling 43 acres.

P. COMMUNITY FOUNDATION OF BLOOMINGTON MOU

111

Fund Name: American Rescue Plan Act

Fund Number: 8950

Amount: \$1,400,000

Presenter: Angie Purdie

Monroe County Government wishes to support the Community Foundation of Bloomington and Monroe County operations specific to addressing and responding to the need and opportunities of our community. As approved in the Monroe County ARPA Policy, the county will provide the Foundation with a total sum of \$1,400,000.

Q. KARST FARM GREENWAY CONNECTOR MOU WITH CITY OF BLOOMINGTON

114

Presenter: Molly Turner-King

The County is continuing to move forward with the Karst Farm Greenway Connector with construction set to begin on April 1st. The project will impact sections of Liberty Drive and Constitution Avenue that are within the City's jurisdictional boundaries. The attached MOU submitted for approval will temporarily transfer from the City to the County approximately 2,300 feet of Liberty Drive and 800 feet of Constitution Drive so that the County can complete their project without any impediment. During this time of transfer, the City will be responsible for any routine and preventative maintenance within the transferred section of roadway and the County will be responsible for construction of the project and repairing any damage related to the construction. The County will work with the City regarding the permitting of any other construction within this area during the time period of the County's project.

R. SYSTEM NAVIGATOR GRANT EXTENSION AND DATA ENTRY MOU

120

Fund Name: System Navigator Grant

Fund Number: 9160

Amount: \$9,000

Presenter: Molly Turner-King

1) In June 2022, a MOU was approved for an independent contractor who enters CHINS/TPR data that is required by the System Navigator grant, which is a grant that the Public Defender's Office receives from the Public Defender Commission. The initial grant cycle was from 2021-2023 and has since been extended into 2024. The attached MOU is for the same independent contractor used in 2022 and 2023 who completed the data entry for this grant. The attached MOU secures the contractor's services through the extended 2024 grant cycle.

2) The Public Defender's Office received a System Navigator Pilot Grant Agreement from the Public Defender Commission. The funds from this grant shall provide up to 2 employees who are experienced in CHINS/TPR cases and procedures to assist parents in navigating those entities and enhance communication between the parent (clients) and their public defenders representing them. The term of the grant was from December 13, 2021 to December 31, 2022 and in the amount of \$318,448.00.

3) The System Navigator Pilot Grant terms was extended throughout the end of 2024 and an additional funding amount of \$176,000 will be provided. The extended grant will provide for the continual use of the system navigators who assist parents (clients) navigate services and requirements asked of them in CHINS/TPR cases.

10. APPOINTMENTS

11. ANNOUNCEMENTS

12. ADJOURNMENT

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

7. APPROVAL OF CLAIMS DOCKET
Accounts Payable – March 6, 2024
Payroll - March 8, 2024

10:26 am

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

8. REPORTS
Weights and Measures – January 16 – February 15, 2024

10:28 am

9. NEW BUSINESS

A. OPENING OF EMPLOYEE CLINIC REQUESTS FOR PROPOSAL
This item is move to the March 13th Commissioners Meeting.

10:31 am

B. CONVENTION CENTER SERVICE AGREEMENT
Fund Name: LIT- Special Purpose
Fund Number: 1114
Amount: \$1,600
Presenter: Vanessa Schmidt and/or Hannah Lencheck

10:31 am

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.

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

Motion carried 3-0.

C. IZZY'S RENTAL AGREEMENT

10:33 am

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.

Githens made a motion to approve. Jones seconded.

No public comments.

Thomas called for a voice vote.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried 3-0.

D. HIGH TECH CRIME UNIT MOU AGREEMENT #2

10:36 am

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).

Githens made a motion to approve. Jones seconded.

No public comments.

Thomas called for a voice vote.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried 3-0.

E. EMPACT SOLUTIONS MOU

10:38 am

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.

Githens made a motion to approve. Jones seconded.

No public comments.

Thomas called for a voice vote.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried 3-0.

F. FAMILY SOLUTIONS MOU

10:40 am

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.

Githens made a motion to approve. Jones seconded.

No public comments.

Thomas called for a voice vote.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried 3-0.

G. THE WAREHOUSE MOU

10:44 am

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.

Githens made a motion to approve. Jones seconded.

No public comments.

Thomas called for a voice vote.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried 3-0.

H. PEOPLE AND ANIMALS LEARNING SERVICES (PALS) MOU

10:47 am

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.

Githens made a motion to approve. Jones seconded.

No public comments.

Thomas called for a voice vote.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried 3-0.

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

10:50 am

Presenter: Jeff Cockerill

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

Githens made a motion to approve. Jones seconded.

No public comments.

Thomas called for a voice vote.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried 3-0.

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

10:54 am

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.

Githens made a motion to approve. Jones seconded.

No public comments.

Thomas called for a voice vote.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried 3-0.

K. FINANCIAL SOLUTIONS GROUP TIF ANNUAL REPORT CONTRACTS

11:02 am

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.

Githens made a motion to approve. Jones seconded.

No public comments.

Thomas called for a voice vote.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried 3-0.

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

11:05 am

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.

Githens made a motion to approve. Jones seconded.

No public comments.

Thomas called for a voice vote.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried 3-0.

10. APPOINTMENTS

11:10 am

None

11. ANNOUNCEMENTS

11:10 am

Public meeting for Fullerton Pike PH III will be held Monday, March 25th, 5:30 – 6:30 pm at Batchelor Middle School cafeteria. If you are unable to attend you may submit your questions/concerns to the project mail box: fullertonpikeupdates@dlz.com

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

11:18 am

The summary minutes of the March 6, 2024, Board of Commissioners' meeting were approved on March 13, 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:

Brienne Gregory, Auditor
Monroe County, Indiana

Date



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

March 6, 2024

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

1. Planning- Jackie Nester Jelen

Ordinance 2024-16; Amendment to ZOA Chapter 807- Signs
[Bring back to the March 13th Commissioner meeting.](#)

2. Planning-Shawn Smith

Ratify condition #6 to Ordinance 2024-04A; Whaley PUD Plan
Amendment #2
[Bring back to a future work session.](#)

**MEMORANDUM OF FEBRUARY 27, 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 27, 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 4:31 pm.

Julie Thomas, Board of Commissioners President, called the Board of Commissioners meeting portion to order at 4:31 pm.

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

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

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 Cory Grass.

Scott Carnegie, DLZ representative, was in attendance.

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

The meeting adjourned at 5:00 pm

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

The Memorandum of the February 27, 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 _____ day of _____ 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:

Brienne Gregory, Auditor
Monroe County, Indiana

Date

The Memorandum of the February 27, 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 13th day of March 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



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

Hearing for a proposed Ordinance 2024-07 for the Petition to Vacate Right of Way or Roadway from Monroe County Inventory being East Bryants Creek Road.

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 NUMBER 2024-07

An Ordinance concerning the vacation of a certain Monroe County Road.

WHEREAS, INDOT, (Petitioner) filed a petition (Petition) with the Board of Commissioners of the County of Monroe (Commissioners), which requested the Commissioners to vacate a section of East Bryants Creek Road in Monroe County;

WHEREAS, the Commissioners conducted a public hearing on the Petition pursuant to I.C. 36-7-3-12;

WHEREAS, the Commissioners found that granting the Petition for vacation would promote public health, safety, and welfare;

NOW, THEREFORE, be it ORDAINED by the Board of Commissioners of the County of Monroe, Indiana, that the 1.597-mile portion of East Bryants Creek Road between North I-69/N State Road 37 and 1991 East Bryants Creek Road, which is depicted on the aerial photograph attached as "Exhibit A" and which passes over or near the following parcels is hereby vacated:

53-02-03-200-012.000-017
53-02-02-200-005.201-017
53-02-02-200-001.000-017
53-02-02-300-003.000-017
53-02-02-300-001.000-017
53-02-02-400-003.000-017
53-02-02-400-004.000-017.

PASSED AND ADOPTED this _____ day of March, 2024, by the Board of Commissioners of the County of Monroe, Indiana.

BOARD OF COMMISSIONERS OF THE COUNTY OF MONROE, INDIANA

"YEAS"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Penny Githens, Vice President

Penny Githens, Vice President

Lee Jones, Commissioner

Lee Jones, Commissioner

ATTEST:

Brienne Gregory, Monroe County Auditor

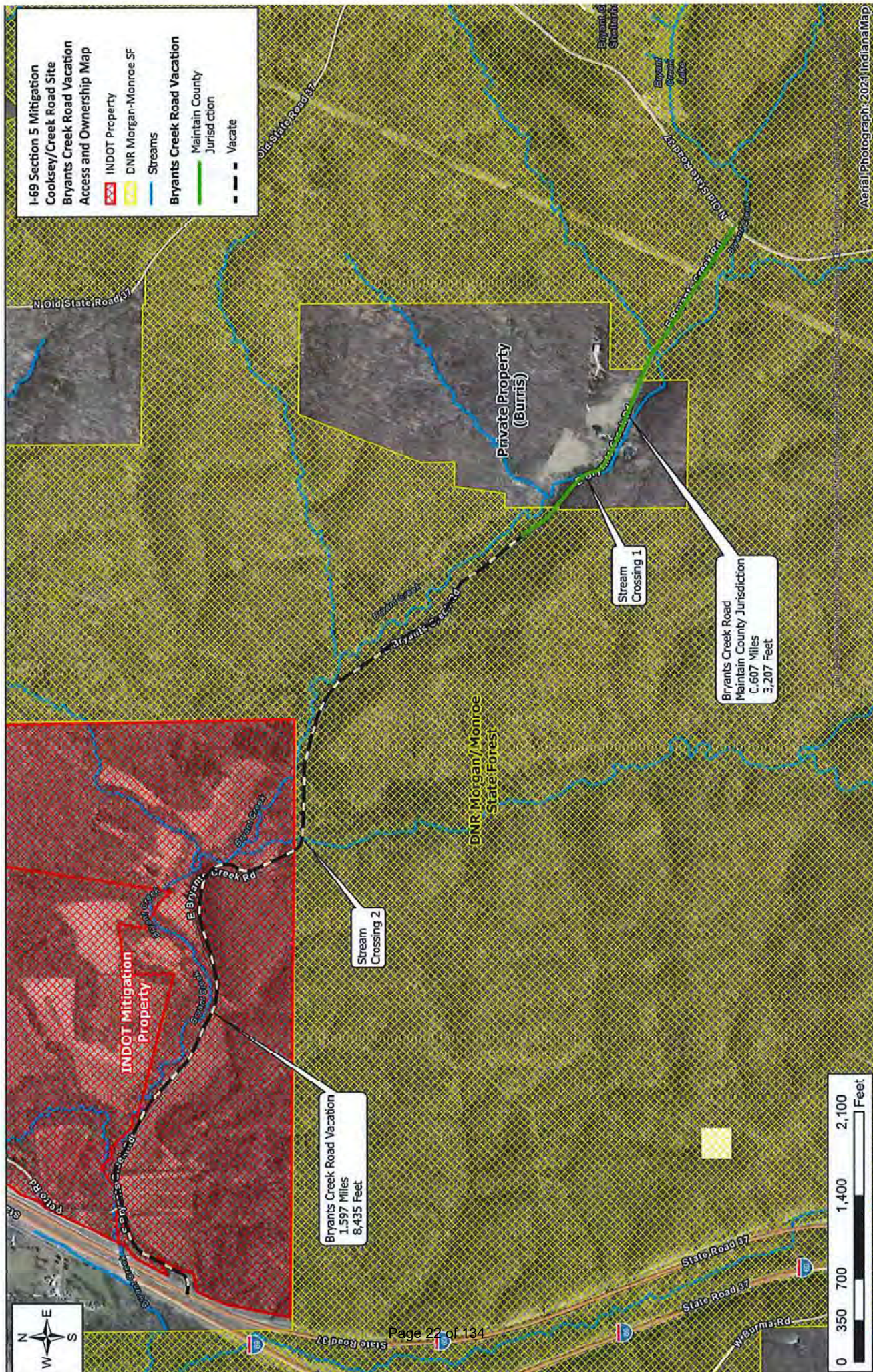


EXHIBIT A



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 03/13/24

Formal ☒

Work session ☐

Department Commissioners

Title to appear on Agenda: Harrell-Fish Inc (HFI)-HVAC System
Replacement at Monroe County Highway
Garage

Vendor # 000862

Executive Summary:

This request is to approve the proposal from HFI in the amount of \$29,840 to replace the upstairs air conditioning system at the Highway Department.

The scope of work includes demolition and removal of the current indoor and outdoor heating and cooling equipment. Installing efficient 2 stage heating and cooling equipment. Removing ductwork a from unit that is no longer in use. Installing a large portable dehumidifier necessary for the conditions in the mechanical room. Selection of Alternate 2 Add: Installing a new electrical service panel to supply power to new equipment.

Fund Name(s):

Cumulative Capital

Fund Number(s):

1138

Amount(s)

\$29,840.00

Presenter: Richard Crider

Speaker(s) for Zoom purposes:

Name(s)

Richard Crider

Phone Number(s)

812-803-6331

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

Attorney who reviewed:

Cockerill, Jeff

ADDENDUM TO Harrell-Fish Incorporated AGREEMENT

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

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

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

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

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

Harrell-Fish Incorporated.
“Contractor”

Board of Commissioners of Monroe County
“Board”

by

Date _____

ATTEST: _____, 2024

Brianne Gregory, Auditor



Monroe County Highway Department
5900 W Foster Curry Dr.
Bloomington, IN 47403
Attn.: Richard Crider
Re: Upstairs System Replacement Rev. 1

Tuesday, February 20, 2024

Harrell-Fish, Inc. proposes to ...

Inclusions –

- Recover and remove existing Carrier Split system, Reznor Duct Heater, and associated ductwork
- **Remove additional ductwork from abandoned Liebert system**
- Furnish and install 2 new American Standard 3-ton Condensers
 - Set Units on existing pad location
- Furnish and install 2 new American standard 100,000 BTU Furnaces with coils
 - Furnish and install twinning kits for furnaces
 - Furnish and install new duct transitions
 - Modify existing fresh air duct to feed new units
- Furnish and install new line sets and abandon existing
- Furnish and install new line hide up exterior of building
- Furnish man lift to safely install line sets and line hide
- Furnish and install new electrical circuits upstairs for the furnaces with transformer
 - Single phase transformer with 40 Amp breaker panel in AHU Room
- Furnish and install 2 new disconnects for condensers
- **Furnish and install portable dehumidifier (195 pints) [can be moved to another site in emergency situations]**
- Labor
- Start up
- Clean up all trash and debris from the site.

Exclusions –

- Work outside above scope
- Sales tax
- Overtime / Shift Work

Total Project Investment –

\$29,175.00

Alternate #1 – Furnish and install hanging 150-pint dehumidifier

\$27,805.00

Alternate Add #2 – Furnish 3 Phase transformer with 50 Amp service upstairs

\$665.00

(This price is valid for 30 days. Payments made by credit card will be subject to a 3% processing fee.

Due to increased volatility in the cost of raw materials, if the price of material significantly increases, this quote may be adjusted proportionately.)

Thank you for the opportunity to submit this proposal.

Please do not hesitate to contact me or our office if you have any further questions.

Sincerely,
HARRELL-FISH, INC.

2010 Fountain Drive, P.O. Box 1998, Bloomington, IN 47402
812-339-2579 www.harrell-fish.com





Jacob Hupp
jhupp@harrell-fish.com
812.369.3733

Client Acceptance Date

This proposal is subject to the accompanying HFI Standard Terms and Conditions

2010 Fountain Drive, P.O. Box 1998, Bloomington, IN 47402
812-339-2579 www.harrell-fish.com





HFI Standard Terms and Conditions

1. This proposal shall be considered withdrawn if not accepted within thirty (30) days.
2. HFI shall provide only trained and qualified technicians employed and/or subcontracted and supervised by us.
3. All labor is to be performed during HFI's regular working hours, unless noted in this proposal.
4. Until final payment is made, HFI will retain the title to all materials and equipment it installs.
5. Unless stated otherwise in this proposal, payment is due in full upon completion of work. Any account not fully paid with thirty (30) days of completion or due date shall bear interest at the rate of 2% per month.
6. In the event Client's account is referred to attorneys for collection, Client shall pay reasonable attorney fees, court costs and other collection costs.
7. Client shall carry fire, extended coverage and all other necessary insurance for its premises.
8. Client hereby assumes the risk of loss or damage to the equipment installed by HFI from any cause whatsoever after the equipment is installed.
9. Every attempt will be made to complete the work on the date(s) specified, but because HFI may have no control over equipment availability and delivery, all completion dates are estimates only.
10. HFI shall not be liable for damage, injury, illness, loss or delays resulting from asbestos, fire, explosion, flooding, the elements, labor troubles, mold or mold-related substances, or any other cause beyond our control.
11. HFI shall not be liable for injuries to persons or damage to property except those directly caused by negligent acts of omissions or HFI's employees. This term shall be subject to paragraph 15 below.
12. HFI shall not be responsible for any damages incurred due to inability of the building structure to properly support the installed equipment, or for expense incurred in removing, replacing or refinishing part of the building structure necessary for the performance of any service or installation, unless otherwise noted in this proposal.
13. HFI shall not be liable for any present or futures taxes, charges or other government fees, or any items of equipment, labor or special tests required or recommended by insurance companies, equipment vendors or governmental authorities.
14. HFI nor its employees or agents are experts in the identification of hazardous substances or materials. Therefore, Client agrees that HFI shall not be liable for the identification, detection, abatement, encapsulation, storage, removal or transportation of mold, mold-like substances, or any regulated or hazardous substances. Regulated or hazardous substances may include, but are not limited to asbestos, certain refrigerants and refrigerant oils. If any such substances or materials are encountered during the course of work, HFI may stop work until all such substances or materials have been removed and/or any hazard or liability is eliminated. HFI shall be granted an extension of time to complete performance equal to the delay, and HFI reserves the right to be compensated for any loss due to a delay.
15. Client agrees that, notwithstanding any other term or condition, HFI shall not be liable for any property damage or loss (whether direct or indirect), personal injury or illness, or death caused by the presence of mold or similar substances in, around, or emanating from any of the materials or equipment supplied, installed, serviced, or required by HFI.
16. This agreement contains the entire understanding between HFI and the Client; any modifications, amendments or changes must be in writing and signed by both parties.
17. Client is hereby notified of the existence of certain lien rights pursuant to Indiana Code 32-28-3-1 et. seq. Client's signature shall constitute acknowledgement and receipt of this notice of HFI's lien rights.
18. HFI shall provide a one (1) year limited labor warranty on new equipment installations.
19. The manufacturer provides a limited warranty on the equipment for you. Such warranty is typically a one (1) year limited parts warranty on new equipment installations and five (5) years on compressors.
20. Regular, recommended maintenance must be provided by a qualified provider and documented in writing or all warranties are void.
21. For residential work, and unless otherwise negotiated, payment terms are approved check or cash with 50% of contract amount due upon contract signing so we can order the equipment. The remaining 50% of contract amount is due upon job completion. Our installer will collect your final payment before he leaves the job site. All payments by credit card are subject to a 3% fee.
22. For non-residential work, and unless otherwise negotiated, payment is due upon receipt of invoice. Payments are approved check or cash. All payments by credit card are subject to a 3% fee.
23. Any alteration or deviation from the attached written specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this agreement.
24. HFI does not provide tax advice. It is the responsibility of the customer to verify all tax credits, deductions and energy rebates.

2010 Fountain Drive, P.O. Box 1998, Bloomington, IN 47402

812-339-2579 www.harrell-fish.com





Monroe County Board of Commissioners Agenda Request Form

Date to be heard 03/13/24

Formal ☒

Work session ☐

Department Commissioners

Title to appear on Agenda: Harrell-Fish, Inc. (HFI)-Water Heater Replacement at Monroe County Highway Garage

Vendor # 000862

Executive Summary:

This request is to approve the proposal submitted by HFI in the amount of \$2,050.00 to replace the water heater in the Monroe County Highway Department.

The scope of work includes:

Draining and removal of existing water heater.

Installing new 50 gallon natural gas water heater.

Modifying gas and water lines to supply new equipment.

Fund Name(s):

Cumulative Capital

Fund Number(s):

1138

Amount(s)

\$2,050.00

Presenter: Richard Crider

Speaker(s) for Zoom purposes:

Name(s)

Richard Crider

Phone Number(s)

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

Attorney who reviewed:

Cockerill, Jeff

ADDENDUM TO Harrell-Fish Incorporated AGREEMENT

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

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

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

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

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

Harrell-Fish Incorporated.
"Contractor"

Board of Commissioners of Monroe County
"Board"

by

Date _____

ATTEST: _____, 2024

Brianne Gregory, Auditor



Monroe County Highway Department
5900 W Foster Curry Dr.
Bloomington, IN 47403

Monday, February 5, 2024

Attn.: Richard Crider

Re: IT Room Mini Split Proposal

Harrell-Fish, Inc. proposes to ...

Inclusions –

- Drain and remove existing water heater
- Furnish and install new 50-gallon natural gas water heater
- Modify gas and water lines for new water heater
- Remove and clean up all materials
- Labor
- Start up

Exclusions –

- Work outside above scope
- Sales tax
- Overtime / Shift Work

Total Project Investment – \$2,050.00

(This price is valid for 30 days. Payments made by credit card will be subject to a 3% processing fee. Due to increased volatility in the cost of raw materials, if the price of material significantly increases, this quote may be adjusted proportionately.)

Thank you for the opportunity to submit this proposal.
Please do not hesitate to contact me or our office if you have any further questions.

Sincerely,
HARRELL-FISH, INC.
Jacob Hupp
jhupp@harrell-fish.com
812.369.3733

Client Acceptance Date

This proposal is subject to the accompanying HFI Standard Terms and Conditions

2010 Fountain Drive, P.O. Box 1998, Bloomington, IN 47402
812-339-2579 www.harrell-fish.com





HFI Standard Terms and Conditions

1. This proposal shall be considered withdrawn if not accepted within thirty (30) days.
2. HFI shall provide only trained and qualified technicians employed and/or subcontracted and supervised by us.
3. All labor is to be performed during HFI's regular working hours, unless noted in this proposal.
4. Until final payment is made, HFI will retain the title to all materials and equipment it installs.
5. Unless stated otherwise in this proposal, payment is due in full upon completion of work. Any account not fully paid with thirty (30) days of completion or due date shall bear interest at the rate of 2% per month.
6. In the event Client's account is referred to attorneys for collection, Client shall pay reasonable attorney fees, court costs and other collection costs.
7. Client shall carry fire, extended coverage and all other necessary insurance for its premises.
8. Client hereby assumes the risk of loss or damage to the equipment installed by HFI from any cause whatsoever after the equipment is installed.
9. Every attempt will be made to complete the work on the date(s) specified, but because HFI may have no control over equipment availability and delivery, all completion dates are estimates only.
10. HFI shall not be liable for damage, injury, illness, loss or delays resulting from asbestos, fire, explosion, flooding, the elements, labor troubles, mold or mold-related substances, or any other cause beyond our control.
11. HFI shall not be liable for injuries to persons or damage to property except those directly caused by negligent acts of omissions or HFI's employees. This term shall be subject to paragraph 15 below.
12. HFI shall not be responsible for any damages incurred due to inability of the building structure to properly support the installed equipment, or for expense incurred in removing, replacing or refinishing part of the building structure necessary for the performance of any service or installation, unless otherwise noted in this proposal.
13. HFI shall not be liable for any present or futures taxes, charges or other government fees, or any items of equipment, labor or special tests required or recommended by insurance companies, equipment vendors or governmental authorities.
14. HFI nor its employees or agents are experts in the identification of hazardous substances or materials. Therefore, Client agrees that HFI shall not be liable for the identification, detection, abatement, encapsulation, storage, removal or transportation of mold, mold-like substances, or any regulated or hazardous substances. Regulated or hazardous substances may include, but are not limited to asbestos, certain refrigerants and refrigerant oils. If any such substances or materials are encountered during the course of work, HFI may stop work until all such substances or materials have been removed and/or any hazard or liability is eliminated. HFI shall be granted an extension of time to complete performance equal to the delay, and HFI reserves the right to be compensated for any loss due to a delay.
15. Client agrees that, notwithstanding any other term or condition, HFI shall not be liable for any property damage or loss (whether direct or indirect), personal injury or illness, or death caused by the presence of mold or similar substances in, around, or emanating from any of the materials or equipment supplied, installed, serviced, or required by HFI.
16. This agreement contains the entire understanding between HFI and the Client; any modifications, amendments or changes must be in writing and signed by both parties.
17. Client is hereby notified of the existence of certain lien rights pursuant to Indiana Code 32-28-3-1 et. seq. Client's signature shall constitute acknowledgement and receipt of this notice of HFI's lien rights.
18. HFI shall provide a one (1) year limited labor warranty on new equipment installations.
19. The manufacturer provides a limited warranty on the equipment for you. Such warranty is typically a one (1) year limited parts warranty on new equipment installations and five (5) years on compressors.
20. Regular, recommended maintenance must be provided by a qualified provider and documented in writing or all warranties are void.
21. For residential work, and unless otherwise negotiated, payment terms are approved check or cash with 50% of contract amount due upon contract signing so we can order the equipment. The remaining 50% of contract amount is due upon job completion. Our installer will collect your final payment before he leaves the job site. All payments by credit card are subject to a 3% fee.
22. For non-residential work, and unless otherwise negotiated, payment is due upon receipt of invoice. Payments are approved check or cash. All payments by credit card are subject to a 3% fee.
23. Any alteration or deviation from the attached written specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this agreement.
24. HFI does not provide tax advice. It is the responsibility of the customer to verify all tax credits, deductions and energy rebates.

2010 Fountain Drive, P.O. Box 1998, Bloomington, IN 47402

812-339-2579 www.harrell-fish.com





Monroe County Board of Commissioners Agenda Request Form

Date to be heard 03/13/24

Formal ☒

Work session ☐

Department Commissioners

Title to appear on Agenda: Resolution 2024-11; Declaration of Items for Surplus.

Vendor #

Executive Summary:

This request is to approve items for surplus from Community Corrections, Probation, Parks & Recreation and other items in storage that are damaged and unclaimed.

Community Corrections - Obsolete Home Monitoring Devices that have been replaced with new. Disposal location to be determined.

Probation - Leaking department refrigerator that will be replaced with new. The refrigerator will be disposed of by either the new appliance vendor or Recycle Center by Maintenance.

Parks and Recreation - Pending Park Board Approval; End of life landscaping equipment and a concrete saw. Items will be auctioned on GovDeals.com. Scrap metal pile including an end of life broadcast spreader, fencing, grill parts, signs, sign posts and other metal pieces will be sold as scrap to a salvage yard.

Damaged and unclaimed furniture inside storage shed at Karst Farm Park - Keyboard, air fryer, and refrigerator that will be taken to the Monroe County Recycle Center. Basketball Goal will be sold on GovDeals.com. 4 metal carts and a broken locker that will be sold as scrap to salvage yard. Carpet tile remnants, 4 partition walls, 4 tables, desk parts, and shelves will be taken to dumpster.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter: Richard Crider

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

Richard Crider

812-803-6331

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

Attorney who reviewed: Cockerill, Jeff

Fixed Capital Asset and Inventory Retirement Form

This completed form must be provided to the HWY dept. and on file for all items subject to surplus sale.

STEP 1

Elected Official/Department Head: Linda Brady

Date: February 9, 2024

Select one: ☐ Fixed Capital Asset (Item is reported to the State via Auditor)

Reason for Retirement of Item:

(Auditor: This represents a liability on the County balance sheet)

☒ Inventory Item (Will have Manager+ bar code) NO BAR CODES

Reason for Surplus or Disposal? Obsolete Technology

If 'other' or 'relocated' were selected, please explain and/or list new proposed location:

Department: Probation

Asset/Inventory Item and Description: (i.e. table, chair, 1998 Ford Pickup Truck) 70 Radio Frequency Electronic Monitoring Units (see attached)

Were Federal Funds used to purchase? ☐ YES ☒ NO

If yes, must attach approval to dispose from the awarding agency OR Award notice stating item is exempt.

Asset/Inventory Item value: Zero for Probation

Elected Official or Department Head Signature:

Linda Brady

STEP 2

ITEM REMAINS ON ACTIVE INVENTORY OR ASSET LIST UNTIL COMPLETION OF STEP 4, FINAL APPROVAL AND DECLARATION FROM THE BOC AT A PUBLIC MEETING.

Maintenance/Technical Services Department:

Date:

Does the value of the item exceed the cost to auction the item: ☐ YES ☐ NO

I have reviewed the aforementioned item and agree to the proposed retirement, surplus or disposal of said item.

• Fleet Maintenance signature:

OR

• Building Maintenance signature:

OR

• Technical Services signature:

☐ PICTURE OF ITEM HAS BEEN TAKEN AND ENTERED INTO THE MANAGER+ SOFTWARE. ITEM REMAINS ON ACTIVE INVENTORY UNTIL COMPLETION OF THIS FORM.

STEP 3

Auditor (Capital Asset Only): Signature: _____ Date: _____

Original Reported Value:

Depreciated Value: .

STEP 4

Board of Commissioners/Legal

Item(s) declared Surplus at Public Meeting on: _____ and may be disposed of as per County Property Disposal and Surplus Procedure and IC 5-22-22 et seq.

Signature: _____

Date: _____

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

Status of Community Corrections

Radio Frequency (RF)

Electronic Monitoring Units

February 6, 2024

As of February 1, 2024, the Monroe Circuit Court Probation Department (hereafter 'Department') owns an estimated 70 Radio Frequency (RF) electronic monitoring units. The Department used these RF electronic monitoring units for more than 20 years to monitor clients who were court-ordered to home detention and/or curfew.

One RF electronic monitoring unit consists of an anklet and a base for in-home connection of electronic monitoring to the electronic monitoring vendor used by the Department (BI, Inc.).

The Department owns the 70 RF units, however the electronic monitoring vendor, BI Inc, is responsible for the technology that allows the units to operate. RF units are now obsolete technology as the technology utilized by cellular towers needed to use RF is outdated and no longer support the RF equipment. BI, Inc. phased out the use of all RF units from their agency at the end of 2022. BI, Inc. no longer provides support or services for the outdated RF units.

Since 2020, the Department has exclusively used GPS units for all electronic monitoring needs including home detention, exclusion zones, and curfew. The Department has not used RF units since April 2020.

Approximately half of the Department's RF units are stored at the Community Corrections office (Johnson Hardware Building) and the other half are in a storage shed at Karst Farm.

RECOMMENDATION: Since the technology for RF units is not operational, there is no longer a need to keep the RF units owned by the Department. It is recommended these RF units be added to the Monroe County surplus list for disposal.

Becca Streit
Community Corrections Executive Director/Deputy Chief Probation Officer



Exhibit D

Fixed Capital Asset and Inventory Retirement Form

This completed form must be provided to the HWY dept. and on file for all items subject to surplus sale.

STEP 1

Elected Official/Department Head: Linda Brady

Date: 2/28/24

Select one: ☐ Fixed Capital Asset (Item is reported to the State via Auditor)

Reason for Retirement of Item: Choose an item.

(Auditor: This represents a liability on the County balance sheet)

☒ Inventory Item (Will have Manager+ bar code)

No bar code

Reason for Surplus or Disposal? Replaced with New

If 'other' or 'relocated' were selected, please explain and/or list new proposed location:

Department: PROBATION

Asset/Inventory Item and Description: Refrigerator-Curry Building

Were Federal Funds used to purchase? ☐ YES ☒ NO

If yes, must attach approval to dispose from the awarding agency OR Award notice stating item is exempt.

Asset/Inventory Item value: \$282

Elected Official or Department Head Signature:



STEP 2

ITEM REMAINS ON ACTIVE INVENTORY OR ASSET LIST UNTIL COMPLETION OF STEP 4, FINAL APPROVAL AND DECLARATION FROM THE BOC AT A PUBLIC MEETING.

Maintenance/Technical Services Department:

Date:

Does the value of the item exceed the cost to auction the item: ☐ YES ☐ NO

I have reviewed the aforementioned item and agree to the proposed retirement, surplus or disposal of said item.

- Fleet Maintenance signature:

OR

- Building Maintenance signature:

OR

- Technical Services signature:

☐ PICTURE OF ITEM HAS BEEN TAKEN AND ENTERED INTO THE INVENTORY SOFTWARE. ITEM REMAINS ON ACTIVE INVENTORY UNTIL COMPLETION OF THIS FORM.

STEP

Auditor: Signature: _____ Date: _____

Original Reported Value:

Depreciated Value:

STEP 4

Board of Commissioners/Legal

Item(s) declared Surplus at Public Meeting on: _____ and may be disposed of as per County Property Disposal and Surplus Procedure and IC 5-22-22 et seq.

Signature: _____

Date: _____

Exhibit E

Fixed Capital Asset and Inventory Retirement Form

This completed form must be provided to the HWY dept. and on file for all items subject to surplus sale.

STEP 1

Elected Official/Department Head:

Date: 03/06/2024

Select one: ☐ Fixed Capital Asset (Item is reported to the State via Auditor)

Reason for Retirement of Item: Choose an item.

(Auditor: This represents a liability on the County balance sheet)

☐ Inventory Item (Will have Manager+ bar code)

Reason for Surplus or Disposal? Replaced with New

If 'other' or 'relocated' were selected, please explain and/or list new proposed location:

Department: Parks Department

Asset/Inventory Item and Description: 3 leaf blowers, concrete saw, scrap metal pile

Were Federal Funds used to purchase? ☐ YES ☐ NO

*If yes, **must** attach approval to dispose from the awarding agency OR Award notice stating item is exempt.*

Asset/Inventory Item value: 0

Elected Official or Department Head Signature:

STEP 2

ITEM REMAINS ON ACTIVE INVENTORY OR ASSET LIST UNTIL COMPLETION OF STEP 4, FINAL APPROVAL AND DECLARATION FROM THE BOC AT A PUBLIC MEETING.

Maintenance/Technical Services Department:

Date: 03/06/2024

Does the value of the item exceed the cost to auction the item: ☒ YES ☐ NO

I have reviewed the aforementioned item and agree to the proposed retirement, surplus or disposal of said item.

• Fleet Maintenance signature: *Richard Crider*

OR

• Building Maintenance signature:

OR

• Technical Services signature:

☐ PICTURE OF ITEM HAS BEEN TAKEN AND ENTERED INTO THE INVENTORY SOFTWARE. ITEM REMAINS ON ACTIVE INVENTORY UNTIL COMPLETION OF THIS FORM.

STEP

Auditor: Signature: _____ Date: _____

Original Reported Value:

Depreciated Value:

STEP 4

Board of Commissioners/Legal

Item(s) declared Surplus at Public Meeting on: _____ and may be disposed of as per County Property Disposal and Surplus Procedure and IC 5-22-22 et seq.

Signature: _____

Date: _____

Exhibit B

Fixed Capital Asset and Inventory Retirement Form

This completed form must be provided to the HWY dept. and on file for all items subject to surplus sale.

STEP 1

Elected Official/Department Head:

Date: 03/06/2024

Select one: ☐ Fixed Capital Asset (Item is reported to the State via Auditor)

Reason for Retirement of Item: Choose an item.

(Auditor: This represents a liability on the County balance sheet)

☐ Inventory Item (Will have Manager+ bar code)

Reason for Surplus or Disposal?

If 'other' or 'relocated' were selected, please explain and/or list new proposed location:

Department:

Asset/Inventory Item and Description: Damaged and unclaimed furniture and appliances.

Were Federal Funds used to purchase? ☐ YES ☐ NO

*If yes, **must** attach approval to dispose from the awarding agency OR Award notice stating item is exempt.*

Asset/Inventory Item value: 0

Elected Official or Department Head Signature:

STEP 2

ITEM REMAINS ON ACTIVE INVENTORY OR ASSET LIST UNTIL COMPLETION OF STEP 4, FINAL APPROVAL AND DECLARATION FROM THE BOC AT A PUBLIC MEETING.

Maintenance/Technical Services Department:

Date: 03/06/2024

Does the value of the item exceed the cost to auction the item: ☐ YES ☒ NO

I have reviewed the aforementioned item and agree to the proposed retirement, surplus or disposal of said item.

• Fleet Maintenance signature: *Richard Crider*

OR

• Building Maintenance signature:

OR

• Technical Services signature:

☐ PICTURE OF ITEM HAS BEEN TAKEN AND ENTERED INTO THE INVENTORY SOFTWARE. ITEM REMAINS ON ACTIVE INVENTORY UNTIL COMPLETION OF THIS FORM.

STEP

Auditor: Signature: _____ Date: _____

Original Reported Value:

Depreciated Value:

STEP 4

Board of Commissioners/Legal

Item(s) declared Surplus at Public Meeting on: _____ and may be disposed of as per County Property Disposal and Surplus Procedure and IC 5-22-22 et seq.

Signature: _____

Date: _____



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

In 2022, Beacon Inc. was awarded a Sophia Travis Community Service grant to be used for lifesaving tools for persons experiencing homelessness and to be used no later than the end of the calendar year of 2023. Beacon was unable to use the grant funds by the prescribed date and requested an extension of the funds.

The Sophia Travis Community Service Grant committee held a meeting on March 4, 2024 and approved recommending an extension to allow Beacon Inc. through the end of the 2024 calendar year to use the grant funds and allow funds to be used for CPR/ First Aid training.

The attached Amendment to the 2022 Sophia Travis Community Service Grant is submitted for Commissioner approval.

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:

2022 SOPHIA TRAVIS COMMUNITY SERVICE GRANTS

COMMITTEE RECOMMENDATION

Beacon Inc. was awarded \$7,320 to use for lifesaving tools for persons experiencing homelessness. Per the terms of the Agreement, the organization was to use the funds no later than the end of the calendar year 2023. Beacon Inc. was not able to expend the allocated funds within the prescribed time limit. Beacon Inc. has requested the agreement be amended to allow for funds to be used for CPR/ First Aid training and be extended in order to spend the remaining balance of the grant award.


The Sophia Travis Grants Committee met on Monday, March 4, 2024, in order to consider the extension request of Beacon Inc.

The Committee recommends by a vote of 4 to 0 to:

<input type="checkbox"/>	NOT grant an extension.
<input checked="" type="checkbox"/>	Grant an extension with a term date of December 31, 2024.


This recommendation will be forwarded to the Monroe County Council for approval.

So recommended this 4th day of March, 2024.


Cheryl Munson, Chair


Jennifer Crossley, Member


Peter Iversen, Member


Hattie L. Johnson (Mar 6, 2024 14:59 EST)
Hattie Johnson, Member

VACANT

**AMENDMENT TO
AGREEMENT FOR THE 2022
SOPHIA TRAVIS COMMUNITY SERVICES GRANT**

This Amendment, consisting of two (2) pages, is entered into by the Monroe County Board of Commissioners ("County") and **"Beacon, Inc."** ("Grantee"), effective as of the last date executed by both parties, as shown below.

On September 28, 2022, the County and the Grantee entered an Agreement ("Agreement") covering the Sophia Travis Community Services Grant ("Grant") awarded to Grantee by the Monroe County Council for **2022**. The total amount awarded through the Sophia Travis Community Service Grant to Grantee is \$7,320.00. The Agreement is attached herein as "Exhibit A." This Amendment hereby amends the Agreement as follows:

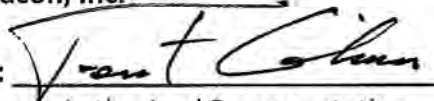
1. Paragraph 2 "Purpose" in Agreement provides: "Grantee shall use the Grant for Lifesaving Tools Persons Experiencing Homelessness. If the amount awarded is insufficient to cover the project or purpose outlined in the Grant Application, and if the project cannot be carried forward as a result, Grantee may seek permission for other use of the funds."
2. Grantee now requests the approval to use remaining grant funds toward providing Beacon, Inc staff with CPR/First Aid training. A portion of grant funds allowed for Beacon, Inc. staff to complete instructor training and now said staff is available and qualified to provide additional Beacon Inc Staff with CPR/First Aid training. Grantee would also be seeking permission to use grant funds for the purchase of project related supplies. Grantee now seeks approval to extend use grant funds for this purpose. By extending the use to include CPR/First Aid staff certifications, Grantee will be able to fully utilize the funding received from County within the eligible spending period.
3. Paragraph 3 "Completion" in the Agreement provides: "The Grant must be used by Grantee no later than the end of the calendar year **2023**." Grantee may seek, and the Monroe County Council may agree to, an extension of the time for use of the Grant."
4. Grantee was unable to use the full amount awarded by the Grant by the end of the calendar year of 2023. Grant funds were used to allow for staff members to complete instructor training. Grantee has remaining grant funds for which it is requesting an extension of use and simultaneously an extension of time to provide the opportunity to use funds for the extended purpose.
5. The Grantee has requested an extension of time as provided for in Paragraph 3 to use the Grant.
6. The County and the Grantee hereby agree to extend the date of completion by which funds must be used no later than December 31, 2024.
7. Except as specifically changed or altered by this Amendment, the Agreement remains in full force and effect and without other revisions. This Amendment shall be attached to the Agreement and fully incorporated therein.

In Witness Whereof, County and Grantee have executed this Agreement as dated below.

County:
Monroe County Board of Commissioners

Grantee:
Beacon, Inc.

By: _____
Julie Thomas, President

By: 
Authorized Representative

Date: _____

Date: 3/5/24

Attest:

Brienne Gregory, Auditor
Monroe County, Indiana

Date: _____, 2024.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☐

Work session ☒

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

Contract Amendment with MetLife dental to include fluoride coverage with no age limit.

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:



Monroe County Government
Elizabeth Sensenstein
100 W Kirkwood
Bloomington, IN 47404

February 27, 2024

Group Number: TM 05386422-G

Dear Elizabeth Sensenstein:

Thank you for your continued business. At MetLife, we take pride in keeping up-to-date customer records. This helps to ensure that we have an accurate benefit plan on file in order to provide you and your employees with extraordinary service.

Enclosed are two copies of the Policy Amendment for your group insurance. These pages need to be signed by the Executive Correspondent. Once signed, please retain one copy of the Policy Amendment page for your records and return the remaining signed copy of the Policy Amendment page to MetLife within seven (7) days to the address that appears in the bottom left hand corner of this letter. Please do not return to the New York address on the attached Amendment.

You will be receiving a supply of riders to distribute to your employees.

Thank you for your prompt attention to this request. If you have any questions regarding this information, please contact our Customer Service Center at 1-800-438-6388 or e-mail us at ASK4MET@metlifeservice.com.

Sincerely,

Small Market Customer Service Center



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166-0188

POLICY AMENDMENT

Group Policy No.: TM 05386422-G

Policyholder: Monroe County Government

Effective Date: January 1, 2024

Metropolitan Life Insurance Company ("MetLife"), a stock company, issues this amendment to change the following:

Add to Exhibit 2 of the policy the attached certificate form as:

Certificate Form	Applies To	Effective Date
CR2000	All Active Full-Time Employees who elect the High Option Dental Plan	January 1, 2024
CR2000	All Active Full-Time Employees who elect the Low Option Dental Plan	January 1, 2024

This amendment is to be attached to and made a part of the policy. This amendment is subject to the terms and provisions of the policy.

To be completed by the Policyholder:

Signed at: _____
(City) (State)

Date: _____

(Signature of Policyholder's Authorized Representative)

(Print Name and Title of Authorized Representative)

(Signature of Witness)

(Print Name of Witness)

To be completed by Metropolitan Life Insurance Company:

Signed at: Kansas City, Missouri
(City) (State)

Date: 02/27/2024

(Signature of Authorized MetLife Representative)

Michel Khalaf
President



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 03/13/24

Formal ☒

Work session ☐

Department Human Resources

Title to appear on Agenda: Steele Benefits Client Services Agreement

Vendor # 4607

Executive Summary:

Updated Client Services Agreement with Steele Benefits. At a prior Commissioner's meeting, we discussed applying the MetLife tech subsidy toward tech/admin fees with Steele Benefits.

Our current contract with Steele partners with Guardian Insurance to offset the costs of the benefits administration system (website). After some discussion with Steele Benefits, we are going to use a portion of the tech subsidy to license our benefits administration system (website) directly with Steele, rather than through Guardian.

Fund Name(s):

Self Insurance

Fund Number(s):

4700

Amount(s)

1,476.25

Presenter: E. Sensenstein

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



Steele Insurance & Financial Services, Inc.
9020 Crawfordsville Road
Indianapolis, IN 46234
317-286-6121
www.steelebenefits.com

BILL TO
Monroe County Government
100 W. Kirkwood Avenue
Bloomington, IN 47404

INVOICE 5362

DATE 03/01/2024

DUE DATE 03/31/2024

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Maintenance Fees	607	2.75	1,669.25
	Monthly Support Fees - February 2024			
	Engage Fee	607	1.00	607.00
	Engage Module Fee - February 2024			
	PEPM Subsidy	1	-800.00	-800.00
	Technology Credit - MetLife			

Thank you for your business! We take ACH payments or checks can be mailed directly to 9020 Crawfordsville Road, Indianapolis, IN 46234
Thank you for being a Steele customer! If you have any questions concerning this invoice please contact Andrew Graman at 317.286.6121.

TOTAL DUE \$1,476.25



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

The current agreement for Internet service at Elections Operations (302 S. Walnut) signed in January of 2022 is expiring at the end of this March. This agreement is to provide 1.25gb service, static ip, and point to point connection to County networks for twenty-four (24) months. Monthly rate is at \$217.90 with an additional one time change of service fee of \$69.95.

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:



COMCAST BUSINESS SERVICE ORDER AGREEMENT

Company Name:	<u>GOVERNMENT MONROE COUNTY</u>	Order #	<u>38036423</u>
Service Location:		Billing Location:	
Address 1	<u>302 S WALNUT ST</u>	Address 1	<u>302 S WALNUT ST</u>
Address 2	<u></u>	Address 2	<u></u>
City	<u>BLOOMINGTON</u>	City	<u>BLOOMINGTON</u>
State	<u>IN</u>	State	<u>IN</u>
Zip	<u>47401</u>	Zip	<u>47401</u>
Primary Contact Name	<u>Julie Thomas</u>	Billing Contact Name	<u>Julie Thomas</u>
Primary Contact Phone	<u>(812) 349-2522</u>	Billing Contact Phone	<u>(812) 349-2522</u>
Primary Contact Email	<u>gcrohn@co.monroe.in.us</u>	Billing Contact Email	<u>gcrohn@co.monroe.in.us</u>
Service Term	<u>24 Months</u>	Tax Exempt	<u>No</u>
Package Code: <u>\$170Data_SE_GigabitExtrapkg_2yr</u>		Promo Code:	

Package & Promotion Details

Data, SecurityEdge Package for discounted rate of \$170 for months 1-24, increasing to then regular rate in month 25. Package includes Business Internet Gigabit Extra (download speed up to 1.25 Gbps) and SecurityEdge. 2 year term agreement required. Additional \$10 MRC discount with enrollment in EcoBill paperless billing and automatic payments through Comcast's self-service online tool via <https://business.comcast.com/myaccount> within 30 days of service installation. If either EcoBill paperless billing or automatic payment service is cancelled during the promo, the monthly service charge automatically increases by \$10.00. \$20 mobile discount limited to customers with Comcast Business Internet Standard service or higher who activate new Comcast Business Mobile service with minimum one Mobile Unlimited line. Mobile discount applied to Comcast Business Internet bill for 12 months. Limit one discount per account. Mobile Unlimited lines must be activated within 90 days of Internet installation to qualify for the mobile discount. After 12 months, or if any of the required services are cancelled or downgraded, or if Unlimited service is switched to By the Gig, the mobile discount will be removed. Comcast Business Internet must be installed by 5/12/2024 to qualify for the mobile discount. Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee and other applicable charges extra and subject to change.

Customer Initials

Package	Services Included	Qty	Package Monthly Service Charge ¹	Package Non-Recurring Charge ²
Data, SecurityEdge Package	Business Internet Gigabit Extra (download speeds up to 1.25 Gbps)	1	\$ 170.00	\$ 0.00
	SecurityEdge	1		

Equipment and Additional Service(s)	Qty	Additional Monthly Service Charge ¹	Additional Non-Recurring Charge ²
Business Internet			
Static IP -1	1	\$ 24.95	
Equipment Fee			
Package Equipment Fee	1	\$ 22.95	
Additional Fees			
Standard Installation Fee / Change of Service Fee	1		\$ 69.95
Total Additional Charge		\$ 47.90	\$ 69.95

	Monthly Service Charge ¹	Non-Recurring Charge ²
Total Charge for Service Order	\$ 217.90	\$ 69.95



COMCAST BUSINESS SERVICE ORDER AGREEMENT

Company Name: GOVERNMENT MONROE COUNTY **Order #** 38036423

¹ Charges identified in the Service Order Agreement are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated).

² Non-Recurring Charges in the Service Order Agreement reflect activation and installation fees for this order. This excludes any custom installation fees.

General Special Instructions

AGREEMENT

1. This Comcast Business Service Order Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to the above-named customer ("Customer"). This Agreement consists of this document (this "SOA"), the Business Services Customer Terms and Conditions (the "Terms and Conditions"), and any jointly executed amendments ("Amendments") entered under the Agreement. In the event of inconsistency among these documents, the order of precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions. The Terms and Conditions are located at <https://business.comcast.com/terms-conditions-smb>. Capitalized terms not otherwise defined in this SOA shall have the meaning ascribed to them in the Terms and Conditions. Use of the Services is also subject to the then-current Acceptable Use Policy for High-Speed Internet Services (the "AUP") located at <https://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the then-current Privacy Statement (the "Privacy Policy") located at <https://business.comcast.com/privacy-statement> (or any successor URL), both of which Comcast may update from time to time.

2. Each Comcast Business Service ("Service") carries a thirty (30) day money back guarantee. If within the first thirty (30) days following installation of a new Service, Customer is not completely satisfied, Customer may cancel the Service and Comcast will issue a refund for the monthly recurring charge paid for the first thirty (30) days of Service, excluding any custom installation fees, voice usage charges, fees, taxes, surcharges and optional service fees. Customer will be charged for any non-refundable fees and other charges. In order to be eligible for the refund, Customer must cancel the new Service within thirty (30) days of installation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00. If Customer uses the Service in the first thirty (30) days, Customer will be refunded its subscription fees, but charged the applicable one-time fee. For the avoidance of doubt, this money back guarantee does not apply to renewals of an existing Service.

3. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

CUSTOMER SIGNATURE	
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at http://business.comcast.com/terms-conditions/index.aspx	
Signature	
Name	Julie Thomas
Title	President, Monroe County Board of
Date	Commissioners

FOR COMCAST USE ONLY	
Sales Representative	Courtney Major
Sales Representative Code	
Sales Manager Name	A Tst A Tst
Sales Manager Approval	
Division	Central



COMCAST BUSINESS SERVICE ORDER AGREEMENT

Company Name: GOVERNMENT MONROE COUNTY Order # 38036423

BUSINESS INTERNET CONFIGURATION DETAILS

Transfer Existing Comcast.net Email	<input type="text" value="No"/>	Equipment Selection	<input type="text" value="Comcast Owned"/>
Number of Static Ips	<input type="text" value="1"/>	Business Web Hosting	<input type="text" value="No"/>



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 03/13/24

Formal ☒

Work session ☐

Department Technical Services

Title to appear on Agenda: Next Request Public Records Request Program

Vendor # 008141

Executive Summary:

Monroe County Government does not have a web portal or records management software in place to process public records requests. Currently most requests are made via email directly to a department through any email address the public is able to locate or via the grievance and complaints link from our website.

This request is to approve the Next Request Records Management program by Civic Plus. Agreement is for one year with an automatic renewal for year two, that can be canceled within 60 days of renewal date.

Fund Name(s):

Cumulative Capital

Fund Number(s):

1138

Amount(s)

Not to exceed
\$20,379.00

Presenter: Greg Crohn

Speaker(s) for Zoom purposes:

Name(s)

Greg Crohn

Phone Number(s)

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

Attorney who reviewed:

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-65009-1

2/27/2024 9:04 AM

4/27/2024

Client:**Bill To:**

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Brandon Sifrar	919.338.2976	brandon.sifrar@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	NextRequest Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -2,697.00

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	NextRequest Standard Implementation	NextRequest Standard Implementation	USD 1,500.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	NextRequest Standard	NextRequest Standard with up to 10 Admin-Publisher Users and 2TB of Storage	USD 10,788.00

List Price - Initial Term Total	USD 12,288.00
Total Investment - Initial Term	USD 9,591.00
Annual Recurring Services (Subject to Uplift)	USD 10,788.00

Initial Term	3/18/2024 - 3/17/2025, Renewal Term 3/18 each calendar year
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

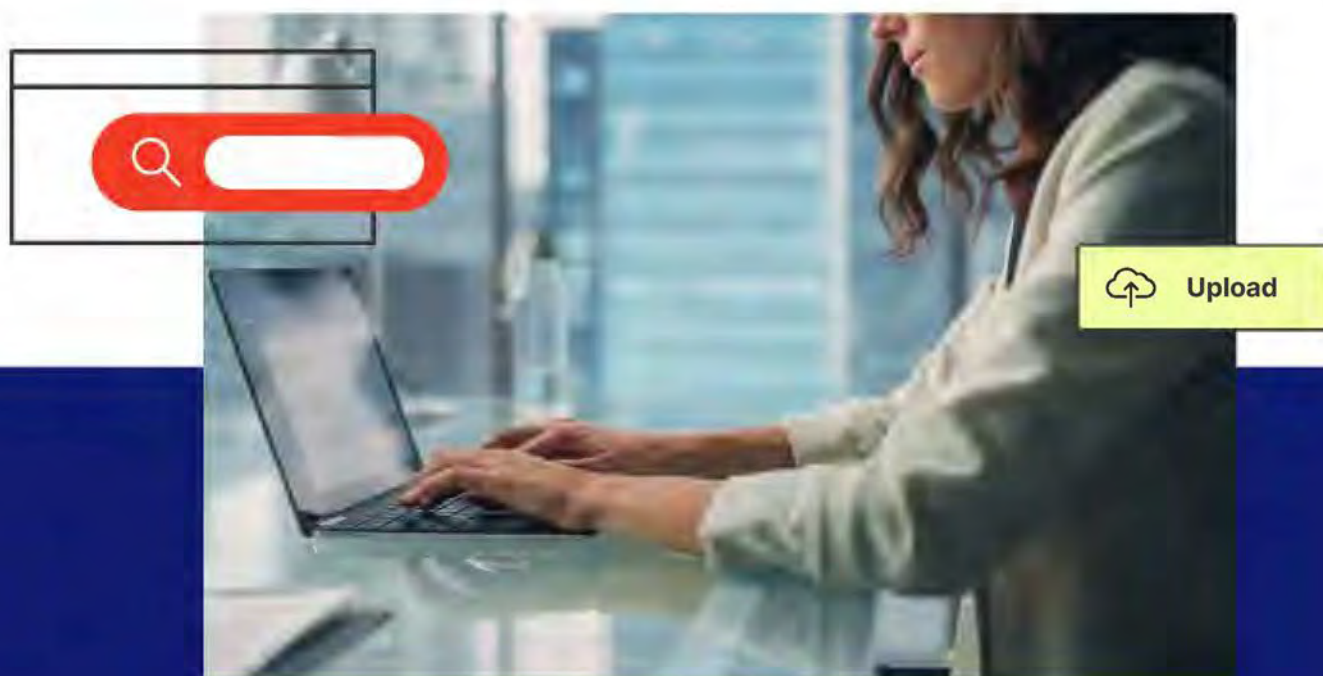
Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

FACT SHEET

Why Do We Need a Dedicated Solution?

The challenges of managing record requests



Most agencies have managed public records requests the same way for a decade or more — with multiple manual steps (e.g., spreadsheet tracking, email communication, manual redactions) and a great degree of institutional knowledge. For the most part, while somewhat tedious, agencies have managed.

However, the landscape around requests has changed dramatically in recent years, so agencies are looking to improve their processes. Still, why should agencies invest in something new?

What follows are three critical areas of need:



1

Efficiencies and Workflows

There is a significant uptick in requests around the country. For example, Eastampton Township, NJ, has seen its requests grow from 16 in 2009, to 104 in 2019, to 185 in 2022. Agencies often wonder if such volume justifies a dedicated solution. The answer to this question relies on assessing something subjective; what feels like many requests to one agency may feel like a lighter load to another. Regardless of your staffing and size, however, what worked in the past likely won't work well in 2023 and beyond.

What are the primary challenges agencies are facing when it comes to managing their request workflows? Here are five top trends:

- Increased volume and complexity resulting in more steps and more hands in the pot
- Staying on top of departments and keeping up with due dates
- The decentralized use of multiple systems (e.g., spreadsheets, email threads, redaction software)
- Increased staff requests that require time-consuming manual reviews and redactions
- Keeping up with staff time and costs

Note: These trends are especially true if managing requests is just a part of someone's job.



Why NextRequest?

NextRequest is purpose-built for managing public records requests. We work directly with record managers & specialists like you to understand your needs and optimize the flow for handling records requests. We're constantly adding new features and improvements based on your feedback.

500+ AGENCIES RELY ON OUR PLATFORM

Over 1.3 million requests successfully streamlined. All across the U.S., cities, counties, special districts, universities, and school districts rely on NextRequest to improve their workflows and tracking, ensuring they stay compliant with local public records laws.

SECURITY IS OUR HIGHEST PRIORITY

We take security seriously. Our software has completed a SOC 2 audit and is fully HIPPA compliant. It also maps to Criminal Justice Information Services (CJIS) security controls. Learn more about our security practices and standards at nextrequest.com/security.

OUR CUSTOMERS LOVE US



Our customers love us and aren't afraid to let others know it.

Browse our customer's feedback on Capterra and G2Crowd to see for yourself.



City of New Orleans, LA



City & County of San Francisco, CA



City of Orlando, FL



Town of Belmont, MA

FOIA SPECIFIC SUPPORT

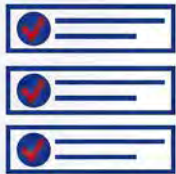
Get up and running as swiftly and effectively as possible with a dedicated customer onboarding specialist that helps you customize your account settings and train your staff. But it doesn't stop there.

We remain dedicated to providing ongoing support whenever you need it to ensure you're always getting the most out of NextRequest.



PROCESSING DOCUMENTS IS EASY WITH

RapidReview



True Draft Redaction

- ✓ Apply, review, and finalize redactions on your own time
- ✓ Auto-save progress as drafts and come back to edit or finalize later
- ✓ Secure your work and prevent edits to drafts with specific admin access

Collaborative Redaction

- ✓ Add comments to redactions for your colleagues
- ✓ Sort files into workflow stages for easy organization and review before finalizing redactions

Real Batch Redaction

- ✓ Search for specific data like email addresses or keywords across a single document or thousands of documents and redact them all in a batch
- ✓ Zip multiple files before releasing them to the requester
- ✓ Create custom redaction search patterns to locate the data you need to redact more easily

DID YOU HEAR?

NextRequest is now part of CivicPlus! We're on a mission to empower government agencies and educational organizations to rapidly adapt to evolving regulations and streamline the fulfillment and management of public records. Learn more at NextRequest.com.



2

Compliance

The public is becoming more aware of public records laws and keeping a closer eye on the process. Unfortunately, we're also seeing more individuals attempt to weaponize the request process to challenge agencies. With the uptick in request volume and complexity and increasing legal challenges, agencies are more open to liabilities. A more centralized and process-driven approach is vital. Without that, you're more open to risks such as:

- The release of sensitive information that should have been redacted, such as personally identifiable data or social security numbers
- Human error due to increased volume and complexity, or due to staff turnover or lack of expertise
- Missed due dates at busy times of the year, which could result in costly fines and damage to your reputation
- Legal challenges alleging non-compliance, which are particularly challenging when submitted by individuals who have made a career out of public records lawsuits
- Producing accurate audit trails in response to lawsuits to validate that you responded to requests in good faith

3

Transparency

Increased calls for transparency certainly track with the increased requests. Often, compliance challenges are issued because an individual doesn't feel an agency is being transparent. Anything an agency can do to provide more transparency is essential. Open data is becoming the bedrock of any agency's transparency. Transparency initiatives improve public trust and can result in fewer public records requests.

With NextRequest, part of the CivicPlus® Modern Civic Experience Platform, agencies can bolster transparency in several ways:

- Publish requests to keep the general public informed about requests and how you responded
- Automate updates to keep requesters informed about their requests
- Proactively publish records that would be of public interest

Clerks should also know that the commercial use of FOIA is on the rise, crowding out journalists and residents and creating costly expenses that taxpayers are footing on behalf of commercial interests. As published in the Duke Law Journal, an aggressive policy of proactive disclosure will enable agencies to reclaim the public records process and free up resources to serve better the democratic purpose.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 03/13/24

Formal ☒

Work session ☐

Department Clerk

Title to appear on Agenda: 2024 Polling Sites for Presidential Primary Election

Vendor #

Executive Summary:

On March 8, 2024, the Monroe County Election Board accepted the list of polling sites for 2024. The list is being presented to the Monroe County Commissioners for their review/approval.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter: Kylie Moreland

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

Kylie Moreland

(812) 349-7219

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

Attorney who reviewed: Turner-King, Molly

	2024 POLL SITES	POLL ADDRESS	PRECINCTS INCLUDED	# of V	# of PW
1	Academy	444 S Patterson Dr, Bloomington, IN 47403	P1, 29, 30		
2	Binford Elementary	2300 E 2nd St, Bloomington, IN 47401	B8, P17, 20		
3	Bloomington High School North	3901 N Kinser Pk, Bloomington, IN 47404	B4, 13, 17		
4	Bloomington High School South	1965 S Walnut St, Bloomington, IN 47401	P9, 10, 12, 13, 32		
5	Burgoon Baptist Church	8598 E Burgoon Church Rd, Bloomington, IN 47401	POLK		
6	Christ Community Church	503 S High St, Bloomington, IN 47401	B21, P7,16		
7	Eastview Church	4545 E Lampkins Ridge Rd, Bloomington, IN 47401	P21, 22, 26, SC		
8	Election Operations	302 S Walnut St, Bloomington, IN 47401	B3, 7, P6, 8, 15, 31		
9	Ellettsville Christian Church	731 Independence St, Ellettsville, IN 47429	R1, 2, 5, 6		
10	Emmanuel Church	1503 W That Rd, Bloomington, IN 47403	P4, 25, 27		
11	Fairview Elementary	500 W 7th St, Bloomington, IN 47404	B1, 6, 20		
12	Faith Lutheran Church	2200 S High St, Bloomington, IN 47401	P14		
13	Family Life Church (FWC)	8449 N Fox Hollow Rd, Bloomington, IN 47408	B12, WASH		
14	Grandview Elementary	2300 S Endwright Rd, Bloomington, IN 47403	VB4, 5, 6		
15	Harrodsburg Community Center	1002 W Popcorn Rd, Bloomington, IN 47403	CC3		
16	Highland Park Elementary	900 S Park Square Dr, Bloomington, IN 47403	VB1, 2, 3		
17	Indiana Memorial Union (IMU)	900 E 7th St, Bloomington, IN 47405	B5, 18, 19, 23		
19	Indian Creek Lions Club	8120 S Rockport Rd, Bloomington, IN 47403	IC		
20	Jackson Creek Middle School	3980 S Sare Rd, Bloomington, IN 47401	P11, 23, 28		
21	Meadowood	2455 E Tamarack Trail, Bloomington, IN 47408	B22		
22	Sherwood Oaks Christian Church	2700 E Rogers Rd, Bloomington, IN 47401	P18, 19		
23	Smithville Christian Church	7280 S Fairfax Rd, Bloomington, IN 47401	CC2		
24	Souls Harbor Church	7510 S Old St Rd 37, Bloomington, IN 47403	CC1 P24		
25	St. Johns Catholic Church	4607 W St Rd 46, Bloomington, IN 47404	R3, 4, 7, 8, 9		
26	Stinesville Lions Club	8060 N Stinesville Rd, Stinesville, IN 47464	BB1, 2, 3		
27	Summit Elementary	1450 W Countryside Ln, Bloomington, IN 47403	P2, 3, 5		
28	Tri-North Middle School	1000 W 15th St, Bloomington, IN 47404	B2, 14, 15, 24		
29	Unionville Elementary	8144 E St Rd 45, Unionville, IN 47468	BENT1, 2		
30	University Elementary	1111 N Russell Rd, Bloomington, IN 47408	B9, 10, 11, 16		

KEY

V = Voters

PW = Poll Workers



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 03/13/24

Formal ☒

Work session ☐

Department Probation

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

Vendor # 22895

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 a research project with Indiana University.

The project will involve collecting surveys from youth who have interactions with Juvenile Probation and the Juvenile Court. Research partners from Indiana University (IU) will develop a survey for Probation-involved youth and their families/caregivers, including survey content and instrument creation. IU will assist Probation with technical and administrative aspects of the project, including Qualtrics design, development, data management, and report writing.

IU researchers will gather post-appointment feedback from Probation-involved youth and their families/caregivers and will develop a written summary of the survey findings. IU researchers will submit a final report to Probation at the conclusion of the grant year (June 30, 2024).

Fund Name(s):

JDAI Performance Bonus Grant

Fund Number(s):

9146

Amount(s)

NTE \$5,000

Presenter: Christine McAfee

Speaker(s) for Zoom purposes:

Name(s)

Christine McAfee

Phone Number(s)

(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 AND TRUSTEES OF INDIANA UNIVERSITY**

This Agreement (“Agreement”) is made the _____ day of _____, 2024, between the Trustees of Indiana University (hereafter “Indiana”), 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 Court recognizes the need for a program evaluation of client experiences with the Juvenile Probation Division of Probation.

2. GOALS OF PROJECT / DUTIES AND EXPECTATIONS OF INDIANA AND PROBATION

Indiana agrees to provide services and technical assistance of the following nature to Probation between the date that this agreement is executed by all parties and June 30, 2024.

- a. Indiana will develop a survey for Probation-involved youth and their families/caregivers, including survey content and instrument creation.
- b. Indiana will assist Probation with technical and administrative aspects of the project, including Qualtrics design, development, data management, and report writing.
- c. Indiana will gather post-appointment feedback from Probation-involved youth and their families/caregivers.
- d. Indiana will develop a written summary of the survey findings.
- e. Indiana agrees to provide invoices to Probation for services rendered in two (2) installments. Invoices should be submitted in accordance with section 4 of this Agreement.
- f. Indiana agrees to submit progress reports to Probation on a bi-monthly basis.
- g. Indiana agrees to submit a final report to Probation at the conclusion of the grant year (June 30, 2024) 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.

Indiana will receive payment in two(2) installments for services rendered, based on a rate of \$2,500 per each installment. The dates for the two (2) invoice submission are April 30, 2024 and June 30, 2024. The total amount paid to Indiana shall not exceed \$5,000.00 for the term of this Agreement without further written approval by Monroe County. Payment is contingent on continued receipt of 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 Indiana shall be included in the total amount received by Indiana under this Agreement.

5. INVOICES.

Invoices must be submitted to Melissa Wallace, Probation Office Administrator. via email at mwallace@co.monroe.in.us and/or 214 West 7th Street, Suite 200, Bloomington, Indiana 47404. Probation will render payment for services within thirty (30) days of receipt of invoice. 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 Indiana to promote the mission of the program. If Probation provides confidential information to Indiana regarding program participants, Indiana 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. Indiana agrees that if confidential information provided by Probation it 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. Indiana 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 Indiana 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 either Party, 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.

Any notice to be given shall be directed as follows:

Probation
Troy Hatfield
214 W. 7th Street, Suite 200
Bloomington IN 47404
thatfield@co.monroe.in.us

Trustees of Indiana University
Office for Research Administration
509 E. 3rd St
Bloomington, IN 47401
OraResco@iu.edu
With email copy to: Miriam Northcutt Bohmert
mirnorth@Indiana.edu

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.

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

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

11. NON-DISCRIMINATION.

In the performance of work under this Agreement, it is agreed that Indiana, 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 hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of 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.

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

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

13. INDEMNITY.

Indiana 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.

Monroe County Government will defend, indemnify and hold harmless Indiana, its affiliated institutes and hospitals, and its trustees, officers, employees, agents, and third parties acting on its behalf or with its authorization from any and all suits, actions, claims, judgements, costs or liabilities arising from Monroe County Government's use of the data, results, deliverables or materials generated by Indiana's performance of the services.

14. WORKER'S COMPENSATION.

Indiana 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.

Indiana 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 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.

{The remainder of this page is left BLANK intentionally. }

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

APPROVED BY:

Senior Contract Officer, Trustees of Indiana University
(N.209701,IPID00812071)

Date

Hon. Mary Ellen Diekhoff, 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



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

03/15/23 3/13/24

Formal ☒

Work session ☐

Department Commissioners

Title to appear on Agenda:

L&D Mail Masters
Tax Bill Printing & Mailing Agreement

Vendor #

24825

Executive Summary:

This contract is to agree that the L&D Mail Masters Company will be the selected vendor to print and mail the Tax Bills for Monroe County.

Postage Estimate = \$25,598.51

Service Estimate for Printing and Preparing the bills \$15,641.27

Estimated total = \$41,239.78

Contract not to exceed \$42,000.00

Fund Name(s):

General Fund

Fund Number(s):

1000

Amount(s)

\$42,000.00

Presenter: Catherine Smith

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



L & D Mail Masters, Inc. - 110 Security Pkwy - New Albany, IN 47150-9366
 Phone: (812) 981-7161 Fax: (812) 981-7169

Estimate

Estimate # 85699
 Est Date: 02/29/24
 CustCode: MonCT

CUSTOMER INFO	JOB INFO	Estimate # 85699
Attn: Jessica McClellan Monroe County Treasurer 100 W Kirkwood Ave Court House Room 204 Bloomington IN 47404-5143 Phone: (812) 349-2530 Fax: (812) 349-2079 Terms: Net 10	Account Rep Kim Schmidt Email: kschmidt@ldmailmasters.com Job Name: 2023 TAX STATEMENTS PAY 2024 Data Due: Pstg \$ Due: Material Due: Drop Date:	

Qty	Description	Unit Price	Ext Price
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Data Processing

2	Document Set Up -	50.00000	\$100.00
71	QuickViewHere Registered Users -	0.15000	\$10.65
1	Load Customer Data & CASS Certify - 1 - 50,000 Records, Load Data from Email, File Status: Delete in 30 days	50.00000	\$50.00
45,276	NCOA/File Upload -	0.00177	\$80.00
3	Presort Data -	0.00000	\$0.00
65,162	Quick View Here PDF -	0.01000	\$651.62
3	Split Data -	25.00000	\$75.00
SubTotal:			\$967.27

Lettershop

45,276	Insert #10 Machinable Match - #10 Window Envelope, 2-6 Pieces, 2-6 Matches, 1 - 5,000 Pieces, Not Heavy/Regular	0.04000	\$1,811.04
1,522	Insert 9x12 Machinable Match - 9 x 12 Window Envelope, 8-50 Pieces, 8-50 Matches, 1 - 5,000 Pieces, Not Heavy/Regular	0.25000	\$380.50
45,276	Insert Buckslip #10 -	0.00500	\$226.38
1,522	Insert Buckslip 9x12 -	0.00500	\$7.61
46,798	Insert Quick View Here Buck Slip -	0.00500	\$233.99
101,846	Machine Fold -	0.00500	\$509.23
1,522	Machine Metering flat -	0.00000	\$0.00
45,276	Machine Metering Letter #10 -	0.00000	\$0.00
SubTotal:			\$3,168.75

Print

47,300	Buck Slip - 8 1/2 x 3 1/2 b/B GREEN PAPER -	0.03447	\$1,630.19
47,300	Buck Slip - 8 1/2 x 3 1/2 Quick View here inserts -	0.01500	\$709.50
64,420	Document Perforating Tax forms with 2 perfs - 2 Perfs	0.00000	\$0.00
64,420	Document Printing Tax Forms 2/2 with 2 perfs - Standard, Color, 8.5x11 60#, Duplex, 1-499	0.05800	\$3,736.36

Thursday, February 29, 2024

Page 1 of 2



CUSTOMER INFO

JOB INFO

Estimate # 85699

Attn: Jessica McClellan Monroe County Treasurer 100 W Kirkwood Ave Court House Room 204 Bloomington IN 47404-5143	Account Rep Kim Schmidt Email: kschmidt@ldmailmasters.com Job Name: 2023 TAX STATEMENTS PAY 2024
Phone: (812) 349-2530 Fax: (812) 349-2079 Terms: Net 10	Data Due: Pstg \$ Due: Material Due: Drop Date:

Qty	Description	Unit Price	Ext Price
64,420	Document Printing TS1A forms - Standard,Black,8.5x11 60#,Duplex,1-499	0.04500	\$2,898.90
45,800	Envelopes #10 window 1/0 - PMS 300 + TAGLINE	0.03600	\$1,648.80
1,650	Envelopes 9x12 window 1/0 - PMS 300 + TAGLINE	0.21000	\$346.50
SubTotal:			\$10,970.25

Online Marketing

1	Email Blast Setup -	0.00000	\$0.00
541	Email Transmissions -	0.00000	\$0.00
SubTotal:			\$0.00

Graphic/Programming

1	Graphic Design - Bucksip -	65.00000	\$65.00
1	Graphic Design - Shells - PMS 300	65.00000	\$65.00
1	Graphic Design - TS1 -	65.00000	\$65.00
4	Pre Press Services -	0.00000	\$0.00
1	Pre Press Services - QVH Bucksip -	0.00000	\$0.00
4	Programming/Special Projects (per/hr) Standard -	85.00000	\$340.00
1	Proofing - Generic Bucksip -	0.00000	\$0.00
1	Proofing - QVH Bucksip -	0.00000	\$0.00
SubTotal:			\$535.00

1st Class Auto AADC Ltr	46,798	0 oz.	\$0.547	\$25,598.51
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Postage Sub Total: \$25,598.51**Sub Total: \$15,641.27****Tax: \$0.00 *****Total Services: \$15,641.27**

This estimate is valid for 30 days and is subject to change based on review of 'live' data and material

Customer will accept up to 5% overs

*Sales tax may apply and is not included in the estimate.
Applicable taxes will be charged on the invoice.

Postage: \$25,598.51
Total Incl. Postage: \$41,239.78

Comments

Thursday, February 29, 2024

Page 2 of 2



Addendum to L&D Mail Masters Agreement

This Addendum ("Addendum") is effective upon execution and is made part of the L&D Mail Masters Agreement. This Addendum is made between L&D Mail Masters ("Contractor") and the Monroe County Treasurer ("Treasurer") and the Monroe County Board of Commissioners, hereafter collectively "Monroe County."

Contractor and Monroe County mutually agree that this Addendum modifies the L&D Mail Masters Agreement to incorporate the terms of this Addendum. Contractor and Monroe County mutually agree as follows:

The terms of the agreement. The following terms shall apply:

- 1. Scope of Agreement.** Monroe County wishes to retain the professional services of Contractor to furnish labor and material necessary for the Treasurer to fulfill the Treasurer's statutory obligation to prepare and process Tax Statements. Contractor will provide services as set forth in Exhibit "A", consisting of one (1) page and which is attached hereto, incorporated herein, and made part of this Agreement.
- 2. Price.** Contractor and the Treasurer agree that the Treasurer shall pay Contractor for the items chosen by the Treasurer, which shall cover the entire cost of all labor and all materials and in no event shall exceed Forty-Two Thousand Dollars (\$42,000.00). Contractor understands that the Treasurer may not pay in advance and may only pay for actual material or labor received. Should Contractor fail to perform as required and according to the satisfaction of the Treasurer, the Treasurer may, in her discretion, withhold payment until Contractor completes the services required and expected by the Treasurer. Contractor agrees to invoice the Treasurer for actual material and labor costs. Invoices can be submitted to Catherine Smith, Monroe County Treasurer, at csmith@co.monroe.in.us and/or 100 West Kirkwood Avenue, Room #204, Bloomington Indiana 47404. Upon invoice sent by the Contractor, the Treasurer shall pay for actual materials or labor received within forty-five (45) days of receipt of said invoice.
- 3. Independent Contractor.** It is understood and agreed that L&D Mail Masters executes this Agreement and Addendum, as an independent contractor, and shall not be considered an employee or agent of Monroe County Government for any purpose. L&D Mail Masters shall have exclusive control over the means, methods, and details of fulfilling its obligations under this Agreement. L&D Mail Masters shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
- 4. Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Agreement and agrees to indemnify and save harmless the Treasurer 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 fault of the Treasurer 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 the Treasurer before commencement of work on this Agreement. Failure to provide this certificate may be regarded by the Treasurer as material breach of this Agreement and may result in its cancellation without further cause.
6. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Treasurer before commencement of work on the Agreement. Failure to provide this certificate may be regarded by the Treasurer as a material breach of this Agreement and may result in its cancellation without further cause.
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.

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

8. **Compliance with Law.** Contractor shall comply with all applicable laws and regulations. Contractor shall indemnify and save harmless the Treasurer for any fines or expenses of any nature which it might incur from Contractor's noncompliance. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:
 - a. Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
 - b. Contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists.

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

Contractor affirms by its signature below that it is in compliance with IC 5-22-16.5 et seq.

9. Captions. The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.

10. 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.

11. Notices. Any notices to either party shall be provided in writing to the parties at the address listed below:

L&D Mail Masters
110 Security Pkwy
New Albany, IN 47150

Monroe County Treasurer
c/o Monroe County Legal Dept., Rm 220
100 W. Kirkwood Ave.
Bloomington, IN 47404

12. Entirety of Agreement. This Addendum, consisting of three (3) pages represents the entire Addendum between the parties. No further amendments to this Addendum or the Agreement shall be made unless mutually agreed to by both parties, reduced to writing and signed and approved.

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

L&D Mail Masters

Monroe County Treasurer

By:

By: Catherine Smith

Date

Date

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS this 13th day
of March 2024, pursuant to Monroe County Code Chapter 266-5.

MONROE COUNTY BOARD OF COMMISSIONERS

Julie Thomas, President

Penny Githens, Vice President

Lee Jones, Commissioner

ATTEST:

Brianne Gregory, Monroe County Auditor



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

The signs ordinance requires an amendment to add in a timeline and procedure for permitting processing to ensure we are compliance with all legal case law on the matter of sign regulations. An amendment has also been made to add more illustrations into the ordinance to show the different types of signs that can be permitted. In this packet, you will find two versions of the signs ordinance: a clean copy showing all proposed changes, and a track changes copy from the adopted version of the ordinance to see what is changing.

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 NO. 2024-16

The purpose of this ordinance is to amend the Monroe County Zoning Ordinance by amending text in **Chapter 807- Signs**.

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

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

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

WHEREAS, the Monroe County Plan Commission (Plan Commission) prepared amendments to Chapter 807 of the Zoning Ordinance, which it deemed necessary and advisable to promote the public health, safety, and welfare within the County Jurisdictional Area;

WHEREAS, the Plan Commission advertised for and conducted a public hearing on the proposed amendments to Chapter 807- Signs at its February 20, 2024 meeting;

WHEREAS, following the public hearing, the Plan Commission voted to forward the amendments to Chapter 807- Signs to the Board of Commissioners with a **favorable** recommendation;

WHEREAS, the Plan Commission certified the amendments to Chapter 807- Signs and forwarded its recommendation thereon to the Board of Commissioners for consideration pursuant to Indiana Code Sections 36-7-4-602 through 605;

WHEREAS, in accordance with Indiana 5- I 4-1.5-5, the Board of Commissioners provided public notice of its intention to consider the amendments to Chapter 807- Signs in ordinance form and accepted public comment on the proposed amendments during its March 13, 2024 meeting;

WHEREAS, based on public comment received by the Plan Commission and the Board of Commissioners on this ordinance, the Board of Commissioners finds that the proposed amendments to Chapter 807- Signs if adopted, would reasonably and efficiently advance the statutorily recognized zoning ordinance purposes. Which include, among other purposes, the promotion of health, safety, morals, convenience, order, and general welfare of the citizens of Monroe County, Indiana, and that the proposed amendments should be adopted;

WHEREAS, the Board of Commissioners finds and confirms that in the preparation and/or consideration of the proposed amendments to Chapter 807- Signs, both the Board of Commissioners and the Plan Commission gave reasonable regard to: the Comprehensive Land Use Plan of Monroe County, Indiana; current conditions and the character of current structures and uses in each district; the most desirable use for which the land in each district is adapted; the conservation of property values throughout the jurisdiction; and responsible development and growth;

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

Section 1. Monroe County Zoning Ordinance Chapter 807- Signs shall be, and hereby is, amended as follows:

CHAPTER 807

ZONING ORDINANCE:

SIGNS

807-1. Purpose and Intent

The purpose and intent of this chapter is to promote public health, safety, and welfare through a comprehensive system of reasonable, effective, consistent, content-neutral, and nondiscretionary sign standards and requirements, including the following purposes and objectives:

- A. providing guidelines for the plac~~ementing~~, number, size, sign type (e.g. ground sign, building sign, canopy sign, etc.), and ~~general characteristics~~location of all signs throughout the County Jurisdictional Area;
- ~~(1)B.~~ To encourage sign types that preserve the County's rural character, including building signs, monument signs, and wall signs;
- ~~(2)~~ encouraging the effective use of signs as a means of communication within the County Jurisdictional Area;
- ~~(4)C.~~ maintaining and enhancing the aesthetic environment and the County's ability to attract tourism and other sources of economic development and growth;
- ~~(5)D.~~ improving pedestrian and traffic movement and safety (e.g., maintaining appropriate sight distances at intersections and reducing distractions);
- ~~(6)E.~~ minimizing the possible adverse effect of signs on nearby public and private property (e.g., the adverse effect of obstructing natural scenic vistas);
- ~~(7)F.~~ enabling and promoting the fair and consistent enforcement of these sign restrictions;
- ~~(8)G.~~ promoting the general purposes set forth in the Zoning Ordinance and the land use planning goals set forth in the Comprehensive Plan;

~~(9)H.~~ establishing an efficient permit system to expeditiously approve the location and design of signs, subject to the standards and the permit procedures of this ordinance;

~~(10)I.~~ allowing certain temporary signs by-right if they are within a certain size limit stated by this ordinance; that are small, unobtrusive, and incidental to the principal use of the respective lots on which they are located, subject to the substantive requirements of this ordinance, but without a requirement for permits;

~~(11)J.~~ prohibiting all signs not expressly permitted by this ordinance;

~~K.~~ restricting the continued existence of abandoned or nonconforming signs unless in compliance with the terms of this article ordinance and to eliminate, over time, all nonconforming signs, and;

~~(12)~~ encouraging signs that are well-designed and compatible with their surroundings and with the buildings to which they are appurtenant, and encourage signs that are integrated with and harmonious to the buildings and sites they occupy; and,

~~A-L.~~ recognizing that the size and location of signs are correlated, and therefore, applying different sign size standards based on different zoned locations should apply (e.g. residential zones will have smaller sign allocation than commercial zones); that provide adequate identification in residential and in pedestrian-oriented business areas differ from those that are necessary in vehicular-oriented areas where traffic is heavy, travel speeds are greater, and required setbacks are greater than in residential and pedestrian areas.

807-2. Applicability and Message Substitution

A. A sign may be erected, placed, established, painted, created, or maintained in the County Jurisdictional Area only in conformance with the standards, procedures, exemptions, and other requirements of this Chapter and with other Monroe County ordinances and resolutions.

B. ~~A noncommercial message of any type may be substituted, in whole or in part, for any commercial message or any other noncommercial message, subject to the same regulations that apply to such signs. Substitution of message may be made without any additional approval or permitting. "The owner of any sign that is otherwise allowed by this regulation may substitute noncommercial copy in place of any other commercial or~~

noncommercial copy. This substitution of copy may be made without the issuance of any additional permit by a local government agency. The purpose of this provision is to prevent any inadvertent favoring of commercial speech over noncommercial speech, or the favoring of any particular noncommercial message over any other noncommercial message. This provision prevails over any more specific provision in this regulation to the contrary.” (See IC 36-7-4-1109, as amended)
B.

807-3. Sign Permit Applications and Exemptions

- A. After the effective date of the ordinance codified in this Chapter, and except as otherwise provided, no person shall erect, repair, or relocate any sign as defined herein without first obtaining a permit from the Administrator.
- B. Application for permit: Application for the permit shall be made in writing, in duplicate, upon forms approved by the Administrator, and shall contain the following information: An applicant desiring a sign permit shall apply for the permit on the online permitting website available through the Monroe County Planning Department’s webpage. Persons lacking access to the online permitting website may request the Monroe County Planning Department to mail them a hard copy (i.e. paper) of the sign permit application.
- C. Prior to the issuance of a sign permit and for a sign permit application to be considered “complete”, the applicant shall furnish the Administrator:
 - 1. Written consent/proof of consent from the landowner(s) of the owner upon whose land the sign is to be located. The name of the entity installing and managing the sign; of the building, structure, or land on which the sign is to be erected in the event the applicant is not the owner thereof.
 - 2. The deed of the property for which the sign will be placed;
 - 4.3. If applicable, a building permit application shall be applied for at the time of the sign permit application;
 - 2.4. If applicable per Chapter 815, a site plan application with the location of the sign shown;
 - 5. A scaled drawing of the sign, showing:
 - a. Name, address, and telephone number of applicant;
 - b. Address or location, if no address, of building, structure, or land on which the sign is to be erected, repaired, or relocated.; The township and section of the sign location;

- c. The scope of work (i.e. replacing an existing sign, adding a new sign, etc.);
- d. The number of signs requested, sign structure components (e.g. wood posts, limestone monument, etc.), sign type (e.g. ground sign, building sign, canopy sign, etc.);
- e. The zoning of the existing property where the sign will be placed;
- f. the location, elevation of any sign measured from the ground to top of sign, of the sign, the face(s) composing the sign, the position of lighting or other extraneous devices, and any other components of the sign including setbacks of the sign to property lines, right-of-way, and any recorded easements;
- g. dimensions and total square footage (length, width, and depth) of any proposed and existing signage;
- h. whether the sign will be animated/illuminated; the face(s) composing the sign,
- i. the position of any lighting or other extraneous devices; and any other components of the sign,
- a.j. whether the sign is double sided or v-shaped, and the position of the proposed sign and the public roadway(s) to which the sign is to be directed and from which the sign will be measured for height conformity, as well as any existing signage, on any building or land and its position in relation to nearby buildings or structures and to any private or public street or highway right-of-way.

3-6. Once the permit is approved, the fee, as determined by the Plan Commission Rules of Procedure, will be assessed and must be paid. The fee payment is not part of the requirement for a complete application, however.

i. -

B. Application for permit: Application for the permit shall be made in writing, in duplicate, upon forms approved by the Administrator, and shall contain the following information:

~~(1) Name, address, and telephone number of applicant;~~

~~(0) Address or location, if no address, of building, structure, or land on which the sign is to be erected, repaired, or relocated; etc.~~

~~The fee, as determined by the Plan Commission Rules of Procedure.~~

~~(0) A site plan showing the position of the proposed sign and the public roadway(s) to which the sign's message is to be directed and from which the sign will be measured for height conformity, as well as any existing signage, on any building or land and its position in relation to nearby buildings or structures and to any private or public street or highway right-of-way.~~

~~(0)a. The fee, as determined by the Plan Commission Rules of Procedure.~~

H.D. Exemptions: The following signs shall be exempted from the permit provisions of 807-3, but shall still be subject all other provisions set forth in this chapter. Signs that are exempt from the sign permit requirement remain subject to the design standards (e.g., the height, bulk, area, location, and format) set forth in this chapter:

~~1. Any sign of not more than one and one-half (1-1/2) square feet in area; provided, that no more than one sign shall be permitted per zone lot; Signs that have a total of four (4) square feet or less per lot of record are exempt from the permit requirement;~~

~~2. Temporary signs or devices meeting the following criteria: are exempt from the permit requirement under the following circumstances:~~

~~i. Each zone lot shall be allocated a total of eight (8) square feet of temporary signs or devices unless superseded by State Statute; No more than thirty-two (32) square feet of temporary signs are located on the same lot of record.~~

~~ii. Temporary signs that are at least ten (10) feet from any other sign or building structure;~~

~~iii. Freestanding temporary signs that do not exceed six (6) feet in height; and~~

iv. ~~External of internal illumination of temporary signs or devices is prohibited. There is no external or internal illumination of temporary signs.~~

3.

~~However, if banners, streamers, pennants, balloons, propellers, strung light bulbs, or similar devices are used as the temporary signs or devices they may only be displayed for a period of no longer than forty-eight (48) hours during any one (1) calendar month period.~~

807-4. ~~Timing, Procedure, and Exemptions~~

I.A. Sign applications that are complete and that propose signs that comply with the provisions of this Chapter, shall receive a permit or be notified of denial~~be approved by the Administrator within seven (7) twelve (12) business days of receipt per IC 36-7-4-1109. A complete application includes compliance with section 807-3(C). Sign applications that are incomplete or that do not propose signs that comply with the provision of this Chapter, shall be denied by the Administrator within seven (7) twelve (12) business days of receipt. Notices of permit decision shall be entered on the online permitting website; applicants that opt for paper application shall be mailed notification of permit denial by First Class U.S. Mail to the applicant at the address set forth in the permit application. Should the applicant apply using the online permitting software, the applicant then agrees to receive all permit notifications via the online permitting software. Notice shall be deemed to be served on the applicant on the date of mailing postmark or website posting, whichever is applicable. The Administrator's failure to serve notice of permit decision on the applicant within seven (7) twelve (12) business days of application receipt will be treated as a denial by the applicant and therefore is subject to appeal. Notices of sign permit denial must identify all reasons for the denial. Sign permit applications that are incomplete will receive notification within twelve (12) business days of missing components to be considered a complete application on either the online permitting website or by First Class U.S. Mail, whichever is applicable. The fee for the permit is only charged upon approval and receipt of the sign permit.~~

1. Following the erection of a sign, the applicant shall file for a Land Use Certificate and staff shall inspect the sign, and issue a Land Use Certificate in the event the sign complies with that for

which the permit was issued. In the event that the sign appears to not be in compliance, staff may request an as-built survey by a licensed surveyor/engineer. Upon receipt of the as-built or site visit verifying non-compliance, the Administrator shall promptly notify the permittee via the online permitting website or by letter, whichever is applicable, all reasons upon which the determination of noncompliance is based. Failure by the permittee to correct any non-compliance within ten (10) days from the date of written notice shall result in revocation of the sign permit, as well as other remedies authorized by Monroe County Code. Notice of failure to comply and notice of revocation shall be mailed First Class U.S. Mail to the permittee at the address on the sign permit application if applicant opts for a paper copy, or shall be posted on the online permitting website; notice shall be deemed to be served on the applicant on the date of mailing postmark or website posting, whichever is applicable.

4.2. Sign permit application decisions may be applied for an appeal to the BZA per the approved Board of Zoning Appeals Rules of Procedure. BZA decisions on sign permit appeals may be appealed to the Monroe Circuit Court pursuant to Indiana Code 36-7-4-1600, et seq.

B. Land Use Certificate: Upon application for a Land Use Certificate by the applicant, the planning staff shall examine the plans, specifications, and other data submitted with the application to determine whether the sign is a legal pre-existing, non-conforming use and was constructed in accordance with the applicable design standard in effect at the time of permitting, and, if necessary, the building or premises upon which it is proposed to erect the sign. If the proposed sign is in compliance with all of the requirements of this zoning ordinance including without limitation, all conditions and commitments, if any, of an applicable conditional use approval, a land use certificate shall be issued.

B.

C. Exemptions: The following signs shall be exempted from the permit provisions of 807-3, but shall still be subject all other provisions set forth in this chapter:

(1) Any sign of not more than one and one half (1 1/2) square feet in area; provided, that no more than one sign shall be permitted per zone lot;

~~(2) Temporary signs or devices meeting the following criteria:~~

~~a) Each zone lot shall be allocated a total of eight (8) square feet of temporary signs or devices unless superseded by State Statute~~

~~b) Temporary signs or devices may be located no less than ten (10) feet from any other sign or structure;~~

~~c) Freestanding temporary signs or devices may not exceed six (6) feet in height;~~

~~External or internal illumination of temporary signs or devices is prohibited.~~

~~However, if banners, streamers, pennants, balloons, propellers, strung light bulbs, or similar devices are used as the temporary signs or devices they may only be displayed for a period of no longer than forty-eight (48) hours during any one (1) calendar month period.~~

807-~~54~~. Lawful Nonconforming Signs

~~A.~~ Lawful, pre-existing, nonconforming signs may not be expanded, altered, or relocated, with the following ~~two~~one exceptions:

~~A.~~

~~(B)~~1. Maintenance. Subject to Section 803-2 of this ordinance, ordinary maintenance or upgrade to allow new material for the face of the sign, trim, existing lighting of the sign, and any features necessary to allow safe message replacement is permitted. Maintenance may include the replacement of supports with the same type of material and in the same size, number, and configuration as in the original sign supports. For example, wood supports may be replaced with wood supports, but wood supports may not be changed from wood to iron, to aluminum, to steel, to composite metal, or to any other type of material. Replacement of supports shall be subject to the requirements of Section 807-3.

807-~~65~~. Placement Prohibitions.

The following prohibitions shall apply in all districts:

~~(A)~~A. _____ No sign shall be erected or maintained in any form or at any location where it may obstruct or in any way interfere with the view of or be confused with any approved traffic control device or where it may obstruct or in any way interfere with the minimum sight-distance necessary to promote traffic safety.

A.B. _____ On any corner lot, no sign which obstructs sight lines at elevations between two and one-half (2 $\frac{1}{2}$) feet and ten (10) feet above the crown of the adjacent roadway shall be placed or maintained within a triangular area of twenty-five (25) feet along each of the intersecting streets, to be measured from the property line.

~~(B)~~C. _____ No sign shall be placed in any public right-of-way except publicly owned traffic-control and transit signs.

~~(C)~~D. _____ No sign, either freestanding or mounted on a building, shall project into the public right-of-way.

~~(D)~~E. _____ No sign shall be mounted on a roof or extend above the eave or parapet of a building wall.

~~(E)~~F. _____ No sign shall be affixed to trees, fence posts, or utility poles.

807-~~76~~. General Sign Regulations.

All signs shall conform to the following regulations:

~~(A)~~A. _____ Illumination: Illuminated signs are permitted, subject to the following:

~~12.~~ The source of illumination for externally illuminated signs shall be located at the top of the sign and directed downward toward the sign face and must be shielded from view of oncoming traffic;

1.

~~12.~~ The source of illumination for internally illuminated signs must be completely enclosed within a translucent sign unit, or, if attached to the sign face as a design element, may be provided only by translucent tubes, tubing, bulbs or fixtures.

2.

~~12.~~ Illuminated signs may not produce heat or glare in such a

manner as to constitute a nuisance (e.g., shining into a residential building) or a traffic hazard (interfering with a driver's vision); and,

3.

2.4. The source of illumination may not flash, shine intermittently, or be used to create a strobe effect.

~~(B)~~B. Prohibited Signs: The following signs are prohibited:

~~(4)~~1. Portable signs

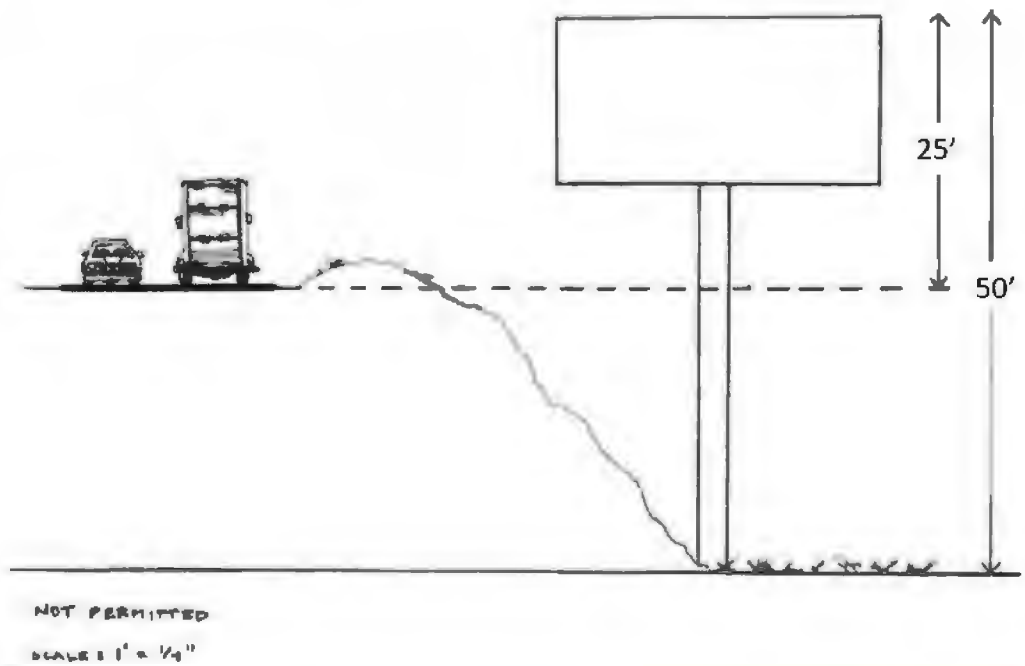
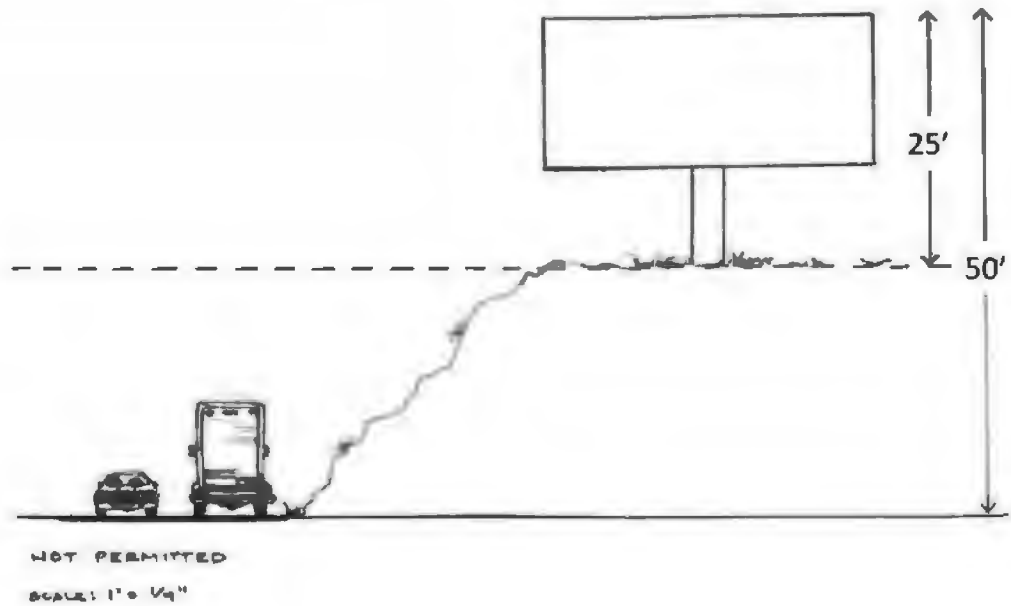
~~(2)~~2. All animated or changeable copy signs (including ~~billboard~~~~changeable~~ signs), or signs which move by mechanical means or by the movement of air are prohibited.

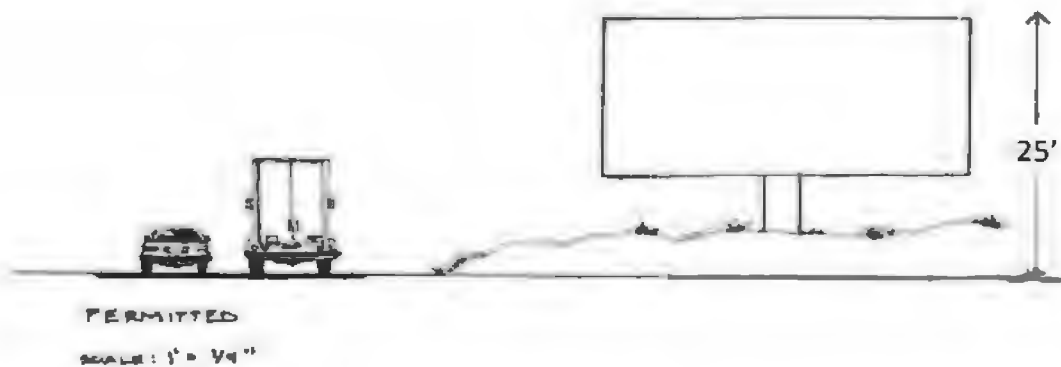
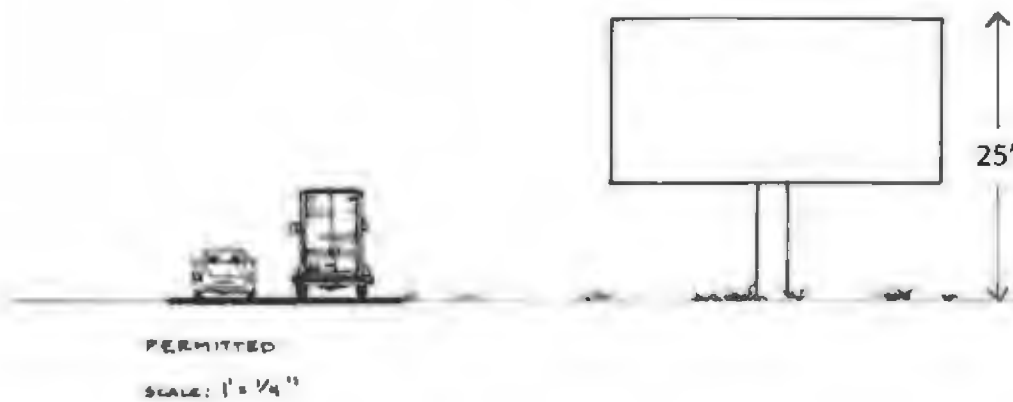
~~(3)~~3. Temporary signs or devices consisting of a series of banners, streamers, pennants, balloons, propellers, strung light bulbs, or similar devices are prohibited, except as allowed in 807-3 ~~(DG)~~~~(4)~~.

4. Snipe Signs

~~(C)~~C. Height and setback of signs:

1. ~~No sign shall exceed twenty-five (25) feet in height. No freestanding sign (e.g. ground, or temporary sign) shall exceed twenty-five (25) feet in height. Sign height shall be measured from the highest point on the sign or sign structure to the base of the sign. Sign height shall be measured from the highest point on the sign or sign structure to the location where the sign meets the ground. In addition, the sign height shall not exceed 4025' to the top of the sign to the crown of the public road(s) from which the sign's message can be readily viewed, whichever yields the greatest height (See illustrations below). Signs affixed to the a building and that do not exceed the roof height comply with the height requirements for the zoning district.~~





2. All signs shall conform to the side and rear yard requirements for buildings as set forth in Monroe County Code Chapter 804. Setbacks shall be measured horizontally from the vertical plane of the edge of the sign nearest to the right-of-way.
3. Signs shall have a minimum setback of ten (10) feet from ~~dedicated~~ the street right-of-way. In the event that there is no dedicated street right-of-way, the front setback for a sign shall be measured from the centerline of the road 25 feet. In no case shall a sign interfere with site distance per Chapter 755. ~~However, signs may be placed less than ten (10) feet, but no less than five (5) feet, of the street right of way provided that the bottom edge of the sign face support shall be at least nine (9) feet above the ground; vision beneath the sign must be clear except for the supporting structure; and, the maximum permitted area of the sign shall be reduced by fifty (50%) percent. Setbacks shall be measured horizontally from the vertical plane of the edge of~~

~~the sign nearest to the right-of-way.~~

~~(C)D.~~ Maintenance: All signs must be kept clean, neatly painted, and free from all hazards, such as, but not limited to, faulty wiring and loose fastenings, and must be maintained at all times in a safe condition so as not to be detrimental to the public health or safety.

~~(D)E.~~ Total sign allocations and number of signs are regulated as follows: for the zoning districts set forth in the Table 7-1 must be based upon the building mass and street frontage standards described below:

~~Table 7-1~~

Applicable Zoning Ordinance	Zoning Districts
Ch. 833 – Former Fringe	CL, CA, IL, IG, BP, I, AP, Q
Ch. 802 – Zones and Permitted Uses	LB, GB, LI, HI, ME, PB, IP, REC

1. Total sign area permitted for any business or industrial legal lot of record (see Table 7-1) shall be two (2) square feet of sign area for each one (1) linear foot of building fronting on a public street, or one (1) square foot of sign for each one (1) linear foot of property fronting a publicly maintained right-of-way, whichever is greater. Residential legal lots of record (see Table 7-2) are permitted a maximum square footage of 32 sq ft.

~~1.~~ Location, size, and variety of all signs existing upon ~~a zoning~~ legal lot of record are included in the total sign allocations.

2.

~~2. Total sign area permitted for any business or industrial premises shall be two (2) square feet of sign area for each one (1) linear foot of building fronting on a public street, or one (1) square foot of sign for each one (1) linear foot of property fronting a publicly maintained right-of-way, whichever is greater.~~

3. Notwithstanding other provisions of these regulations, no premises within any business or industrial zone ~~commercial or industrial zoning district~~ may be restricted to less than seventy-five (75) square feet of sign area nor shall any premises be permitted to display more than six hundred (600) square feet of sign area ~~per zoning lot of record, except as provided below in Subsection Hunder~~

the "relocation of a pole sign" under 807-7(F)1. No individual sign shall be more than 285 sq ft, except as provided under the "relocation of a pole sign" under 807-7(F)1. - One ~~pole or~~ ground sign with a maximum permitted sign surface area of sixty (60) square feet shall be permitted for each street frontage subject to the total lot allocation.

4. No legal lot of record may have more than ten (10) individual signs on the property except where specifically allowed under this ordinance;

G.—Relocation of a Pole Sign

F.

1. For the determination of the "relocation of a pole sign", the sign must be requiring relocation as a result of a road project/eminent domain.

(2)G. Computation of area of individual signs:

1. The area of a sign face (which is also the area of a wall sign or other sign with only one face) shall be computed by means of the smallest square, circle, rectangle, triangle, ellipse, or combination thereof that will encompass the extreme limits of the ~~writing, representation, emblem, or other~~ display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, but not including any supporting framework, bracing, or decorative fence or wall when the fence or wall otherwise meets Zoning Ordinance regulations and is clearly incidental to the display itself. See example illustrations below:

Canopy sign face measurements with blue arrows showing the limits of the sign face measurement:



Building sign measurements with blue arrows showing the limits of the sign face measurement (sign not to exceed the height of the building):



Ground sign with blue arrows showing the limits of the sign face measurement



(a)

2. **b)** — The sign area for a sign with more than one face shall be computed by adding together the area of all sign faces visible from any one point. When two **identical** sign faces are placed back-to-back, so that both faces cannot be viewed from any point at the same time, and when the sign faces are part of the same sign structure and are not more than forty-two (42) inches apart **at the widest section**, the sign area shall be computed by the measurement of the largest face. See image below for how to measure the V-shape sign:



~~Total sign area subject to permit requirements shall not exceed thirty two (32) square feet per lot of record.~~

~~1. Sign allocations for the zoning districts set forth in the table 7-2 must be based upon the standard described below:~~

Business or Industrial Zones – Refer to Table 7-1:

Table 7-1

Applicable Zoning Ordinance	Zoning Districts
Ch. 833 – Former Fringe	CL, CA, IL, IG, BP, I, AP, Q
Ch. 802 – Zones and Permitted Uses	LB, GB, LI, HI, ME, PB, IP, REC

Applicable Zoning Ordinance	Zoning Districts
Ch. 833 – Former Fringe	CL, CA, IL, IG, BP, I, AP, Q
Ch. 802 – Zones and Permitted Uses	LB, GB, LI, HI, ME, PB, IP, REC

Residential Zones – Refer to Table 7-2:

Table 7-2

Applicable Zoning Ordinance	Zoning Districts
Ch. 833 – Former Fringe	RE-2.5, RE1, RS2, RS-3.5, RS-4.5, RT7, RM7,
Ch. 802 – Zones and Permitted Uses	AG/RR, FR, CR, ER, LR, SR, MR, HR, UR

~~Total sign area subject to permit requirements shall not exceed thirty two (32) square feet per lot of record.~~

~~(D)H.~~ Special regulations in all districts:

~~(4)1.~~ A marquee sign:

~~(a)i.~~ shall provide a minimum of ten feet of clearance above the surface over which it projects and shall not otherwise interfere with the reasonable use of the surface;

~~(b)ii.~~ may not be wider than the building from which it projects; and,

~~(c)iii.~~ may not extend below or above the vertical face of the marquee.

~~(E)I.~~ Shopping Centers. Regardless of the district in which it is

located, the following regulations shall apply to property which is developed for or occupied by a shopping center.

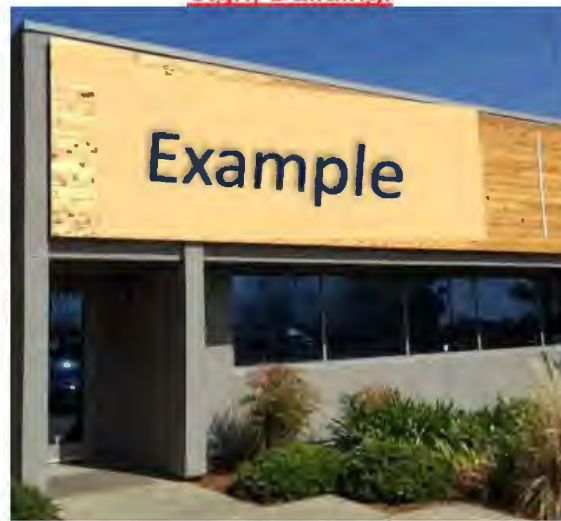
- ~~(4)~~1. Signs for individual stores or business establishments within a shopping center must be located on the front exterior wall of the tenant's space and are limited to one and six-tenths (1.6) square feet of sign area for each one (1) linear foot of front exterior wall length.
- ~~(2)~~2. Independently placed buildings or buildings with corner locations are limited on each side or rear wall to one-half the amount of sign area permitted on the front wall, or to one and two-tenths (1.2) square feet of sign area for each linear foot of building on the side or rear of the building, whichever is less.
3. In addition to signs permitted for individual establishments within a shopping center, general shopping center signs will be permitted on the basis of one sign for each fifty-thousand (50,000) square feet of gross building floor area within the development, ~~with a total limit of four pole signs~~. The total area of each general shopping center sign shall not exceed two hundred forty (240) square feet in area or one hundred twenty (120) square feet per side of a double-sided sign.

APPENDIX 1: Examples of Sign Types:

Sign, Animated:

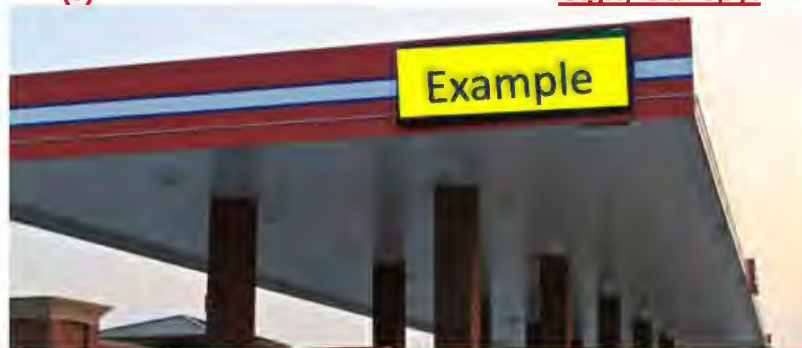


Sign, Building:



(3)

Sign, Canopy:



Sign, Changeable Copy:



Sign, Externally Illuminated:



Sign, Internally Illuminated:



Sign, Freestanding:



Sign, Ground:



Sign, Integral Roof:



Sign, Marquee:



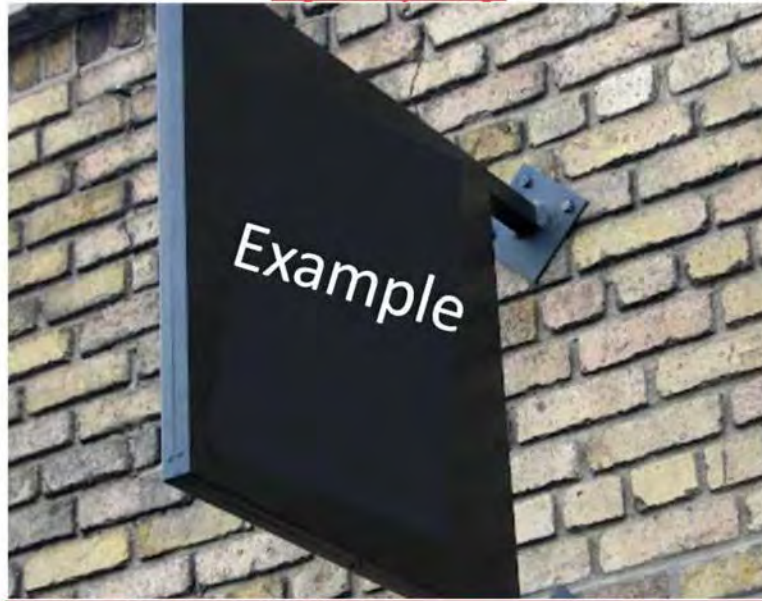
Sign, Pole:



Sign, Portable



Sign, Projecting:



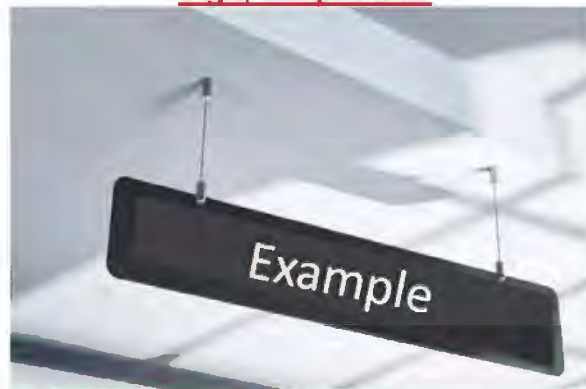
Sign, Roof:



Sign, Snipe:



Sign, Suspended:



Sign, Temporary:



Sign, Wall:



Sign, Window:



[end of chapter]

Section 2. Effective Date. This ordinance shall be in full force and effect upon passage.

SO APPROVED AND ADOPTED by the Board of Commissioners of Monroe County, Indiana,
this 13th day of March, 2024.

BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA

"Yes" Votes

"No" Votes

Julie Thomas, President

Julie Thomas, President

Lee Jones, Commissioner

Lee Jones, Commissioner

Penny Githens, Vice President

Penny Githens, Vice President

Attest:
Brianne Gregory, Monroe County Auditor

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

TO: THE COMMISSIONERS OF MONROE COUNTY, INDIANA

CERTIFICATION

I, Jackie N. Jelen, hereby certify that during its meeting on February 20, 2024, the Monroe County Plan Commission considered petition # ZOA-23-3 for an amendment (Ordinance # 2024-16) to the Monroe County Zoning Ordinance and made a positive recommendation to approve thereon, based on the findings, Highway and MS4 Coordinator reports, with a vote of 7-0.

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

Jackie N. Jelen
Jackie N. Jelen
Planning Director

February 22, 2024
Date



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 03/13/24

Formal ☒

Work session ☐

Department Legal

Title to appear on Agenda: Agreement with VET Engineering for Phase 1 Environmental Site Assessment and Site Reconnaissance.

Vendor #

Executive Summary:

VET Environmental Engineering, LLC will perform a Phase 1 Environmental Site Assessment and Site Reconnaissance at the property composed of a portion of two parcels of land totaling approximately 56.12 acres in area (Parcel #53-05-30-100-006.008-004 and #53-05-30-100-006.000-004) located along West Hunter Valley Road, Bloomington, Monroe County, Indiana (Subject Property/Site).

The County is not looking to purchase the totality of the two parcels, just a portion, totaling approximately 43 acres.

Fund Name(s):

EDIT BAN

Fund Number(s):

4816

Amount(s)

lump sum basis not
to exceed
\$4,750.00

Presenter: Angie Purdie

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



VET ENVIRONMENTAL ENGINEERING, LLC

2335 West Fountain Drive, Bloomington, IN 47404

Phone: (812) 822-0400 Fax: (812) 650-3892

Email: info@vet-env.com

February 26, 2024

Mr. Jeff Cockerill
Monroe County Board of Commissioners
100 West Kirkwood Avenue
Bloomington, Indiana 47404

Dear Mr. Cockerill:

**RE: Proposal for Environmental Consulting Services to be performed by VET
Environmental Engineering**

We appreciate the opportunity to talk with you and discuss your business. We look forward to working with you in the future and hope that our proposal will meet your needs and budget. VET Environmental Engineering, LLC (VET) will perform a Phase I Environmental Site Assessment (ESA) and Site Reconnaissance at the property composed of a portion of two parcels of land totaling approximately 56.12 acres in area (Parcel #53-05-30-100-006.008-004 and #53-05-30-100-006.000-004) located along West Hunter Valley Road, Bloomington, Monroe County, Indiana (Subject Property/Site).

Tasks to be performed for Client:

Phase I Environmental Site Assessment:

A Phase I ESA is completed to research the current and historic land uses of a Subject Property. A Phase I ESA is often performed as part of a potential real estate transaction. The intent of the Phase I ESA is to assess if current or historical land uses at the Subject Property have the potential to have caused adverse impacts to the soil or groundwater that could pose a threat to human health and/or the environment. Identified issues are referred to as Recognized Environmental Conditions (RECs). If RECs are identified, it indicates that conditions exist that could present potential liability for the lender and/or owner and could affect the value of the Subject Property.

A Phase I ESA completed prior to closure of a real estate transaction can be used to satisfy the innocent landowner requirements under All Appropriate Inquiries (AAI) as defined by the

Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). VET proposes to perform a Phase I ESA in accordance with the requirements of the United States Environmental Protection Agency's (USEPA) regulation of AAI site assessments in 40 CFR 312 by using the American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments: Phase I ESA Process E1527-21. The ASTM Standard incorporates the USEPA's regulation of AAI site assessment.

Site Reconnaissance:

VET will conduct a Desktop and Field Reconnaissance for the Site. The purpose of the proposed project is to identify potential environmental impacts on the Site that may serve as obstacles for the proposed development. As part of the desktop reconnaissance, VET will obtain and analyze environmental and geographic data from IndianaMap and other publicly available information databases to identify potential areas of concern. Field reconnaissance will serve to confirm presence or absence and extent of identified features. Examples of evaluated features include but are not limited to wetlands, jurisdictional waters, and sinkholes. VET will make an effort to identify and document all environmental obstacles to development on the Site. All limitations and assumptions will be documented. On conclusion of the desktop and field reconnaissance, VET will make recommendations for formal delineation activities, as required. No formal wetland, jurisdictional waters, or sinkhole delineations will be conducted as part of the proposed reconnaissance.

Environmental consulting work will be billed on a lump sum basis not to exceed **\$4,750.00**. Please note that any work completed by VET at the request of Client that does not fall within the referenced scope will be billed according to VET's 2024 hourly rates, included below, in addition to the proposed services as "Out of Scope Work".

VET Standard Rates 2024

Principal Engineer	\$156.55/hour
Registered Professional Engineer	\$138.76/hour
Operations Manager	\$119.75/hour
Senior Project Manager	\$116.23/hour
Licensed Professional Geologist	\$112.67/hour
Project Manager	\$105.55/hour
Senior Environmental Scientist	\$105.55/hour
Graduate Engineer	\$105.55/hour
Graduate Geologist	\$100.81/hour
Staff Project	\$97.25/hour
Environmental Scientist	\$87.76/hour
Ecologist	\$87.76/hour
Senior Environmental Technician	\$87.76/hour
Environmental Technician	\$75.90/hour
GIS Analyst	\$75.90/hour
Clerical	\$62.86/hour
Mileage	\$0.83/mile
Outside Services and Expenses	Cost plus 15%

VET will provide Client with copies of all completed work material. We will produce the best product we are capable of while striving to be as cost-effective as possible. Thank you for this opportunity. If you have questions or comments regarding anything contained in this proposal, please do not hesitate to call the office at (812) 822-0400.

Respectfully,



Sara R. Hamidovic, MS, PE, CHMM
President, VET



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 03/10/24

Formal ☒

Work session ☐

Department Commissioners

Title to appear on Agenda: Memorandum of Understanding between Monroe County and the Community Foundation of Bloomington and Monroe County.

Vendor # 012434

Executive Summary:

Monroe County Government wishes to support the Community Foundation of Bloomington and Monroe County operations specific to addressing and responding to the need and opportunities of our community. As approved in the Monroe County ARPA Policy, the county will provide the Foundation with a total sum of \$1,400,000.

Fund Name(s):

8950

Fund Number(s):

American Rescue Plan Act

Amount(s)

\$1,400,000

Presenter: Angela Purdie

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

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding (“MOU”) is entered into as of the 10th day of March, 2024, by and between Monroe County, Indiana (“County”) and Community Foundation (“Foundation”). The parties acknowledge that this MOU is a legally binding and enforceable contractual agreement, and its provisions are enforceable in a court of law.

RECITALS

WHEREAS, the Foundation is a federally recognized not for profit (501 (c) 3) whose office is in a certified census tract; and,

WHEREAS, the Foundation has provided its Federal Tax 990 forms to the County; and,

WHEREAS, the County has reviewed the 990 forms and has determined that the Foundation has experienced over \$2.8 million in lost revenue due to the COVID 19 pandemic; and,

WHEREAS, the County wishes to support the Foundations operations.

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

Section 1. Project Description:

The Foundation, as direct beneficiary, is a registered 501(c)3 whose principal place of business located in the certified census tract.

Section 2. County Representations:

The County shall remit \$1,400,000 in funds to the Foundation to assist with the organizations lost revenue.

Section 3. Foundation representations:

The Foundation represents the 990 information provided to the County is accurate. The Foundation shall cooperate with the County, and will supply any required documentation, including but not limited to its W9.

If 2CFR-Subpart F, if applicable, you will have a single audit, such audit, if required, shall be provided to the County.

Section 4. Miscellaneous

- A. Amendment: This Agreement may be modified only by a written amendment signed by both parties hereto.
- B. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this

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

- C. It is understood and agreed that the Foundation, nor any of its employees, volunteers, contractor on anyone otherwise utilizing these funds shall not be considered an employee of the County.
- D. Foundation has read through the entire grant agreement and specifically states that it is eligible for this funding and will comply with all grant requirements. Specifically stating that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into any grant agreement by any federal or state department or agency.
- E. Foundation will not utilize these funds for any expense that it has already received or will receive reimbursement for from any State or Federal Government program.

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

Community Foundation

By:

MONROE COUNTY BOARD OF COMMISSIONERS

Julie Thomas, President

Penny Githens, Vice President

Lee Jones, Commissioner

ATTEST:

Brienne Gregory, Monroe County Auditor



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

The County is continuing to move forward with the Karst Farm Greenway Connector with construction set to begin on April 1st. The project will impact sections of Liberty Drive and Constitution Avenue that are within the City's jurisdictional boundaries. The attached MOU submitted for approval will temporarily transfer from the City to the County approximately 2,300 feet of Liberty Drive and 800 feet of Constitution Drive so that the County can complete their project without any impediment. During this time of transfer, the City will be responsible for any routine and preventative maintenance within the transferred section of roadway and the County will be responsible for construction of the project and repairing any damage related to the construction. The County will work with the City regarding the permitting of any other construction within this area during the time period of the County's project.

The Public Board of Works will consider this MOU for approval on behalf of the City on March 12, 2024.

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:

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF MONROE AND THE CITY OF BLOOMINGTON
REGARDING MONROE COUNTY'S KARST FARM GREENWAY
CONNECTOR PROJECT**

This Memorandum of Understanding (hereinafter MOU), is made and entered into this ____ day of _____, 20____, by and between the County of Monroe, Indiana, through its Board of County Commissioners (hereinafter the COUNTY) and the City of Bloomington, Indiana, through its Board of Public Works (hereinafter the CITY),

WITNESSETH:

WHEREAS, the COUNTY is moving forward with an improvement project named Karst Farm Greenway Connector (hereinafter the PROJECT); and,

WHEREAS, the total cost for this PROJECT, including costs for Metropolitan Planning Organization, shall be borne by either INDOT and/or the COUNTY; and,

WHEREAS, the PROJECT includes Liberty Drive from SR45/Bloomfield Road to Constitution Avenue as well as Constitution Avenue from Liberty Drive to Curry Pike and is anticipated to be completed in November 2024; and,

WHEREAS, while the CITY is not a party to this PROJECT, the parameters of this PROJECT include facilities within the CITY's jurisdiction; and,

WHEREAS, the CITY facilities impacted by this PROJECT include approximately 2,300 feet of Liberty Drive, approximately 800 feet of Constitution Avenue, and the intersection of Liberty Drive at Constitution Avenue (hereinafter FACILITIES); and,

WHEREAS, while the CITY does not wish to impede the PROJECT, the CITY and COUNTY (hereinafter the PARTIES) acknowledge the authority of the CITY to determine and to provide the COUNTY with instruction regarding the manner in which the FACILITIES are allowed to be constructed and/or modified during this PROJECT; and,

WHEREAS, this MOU reflects the agreement between the CITY and the COUNTY regarding the construction of this PROJECT upon areas within CITY jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the PARTIES hereto agree as follows:

1. The construction of the PROJECT will require the CITY to temporarily transfer the FACILITIES described and depicted on Exhibit A to the COUNTY. Exhibit A is attached hereto and incorporated herein as though fully set forth.

2. This transfer shall become effective on the date the Notice to Proceed is issued to the PROJECT contractor.
3. Upon the effective date of this MOU (Paragraph 2), the COUNTY shall incur the expense of maintaining and operating the FACILITIES, including but not limited to the maintenance and operation of all right-of-way, road surface and sidewalks. The COUNTY's responsibility as described above will not include the CITY's routine and preventative maintenance within the boundaries of the FACILITIES. The COUNTY will be responsible only for construction of the PROJECT and repairing any damage related to the PROJECT. The COUNTY shall work in conjunction with the CITY to report any damage incurred unrelated to the PROJECT and shall allow the CITY's performance of maintenance operations.
4. Upon the effective date of this MOU (Paragraph 2), the COUNTY shall be responsible for monitoring, permitting, and inspecting all work within the boundaries of the FACILITIES. The COUNTY's responsibility as described above shall include work directly related to the PROJECT as well as review and issuance of any right-of-way permit applications submitted by utilities or private entities for unrelated work within the FACILITIES. The COUNTY shall require and ensure that all work within the FACILITIES complies with CITY standards. The COUNTY shall work in conjunction with the CITY regarding issuance of right-of-way permits and shall allow the CITY to perform inspections related to those permits.
5. During the period in which the FACILITIES are transferred to the COUNTY, all private development projects shall still be governed by the CITY's Unified Development Ordinance and shall still be reviewed and processed by the CITY following all typical standards and processes.
6. The PARTIES agree that during the construction of the PROJECT, the FACILITIES will continue to serve a local travel function and provide access to businesses. The COUNTY shall coordinate any full closures under the PROJECT with the CITY. The CITY shall designate to the COUNTY a CITY contact for coordinating any full closures.
7. Prior to PROJECT completion (i.e., upon the date of final acceptance by the COUNTY) and City acceptance, all property acquired within the area of this PROJECT for use as right of way to be maintained by the CITY shall be dedicated as public right of way.
8. Upon completion of the PROJECT and upon the CITY's determination that construction regarding the FACILITIES was performed in accordance with the terms of this MOU, the CITY will accept the return of the FACILITIES from the COUNTY and will assume all future maintenance and operation concerning the FACILITIES.

9. The PARTIES agree that the CITY may inspect the construction of the PROJECT at any time.
10. Transfer back of the FACILITIES from the COUNTY to the CITY shall not occur until the CITY has had an opportunity to inspect the FACILITIES and concurs that construction was performed in compliance with any applicable standards and specifications and in accordance with the PROJECT plans, as modified in accordance with all CITY comments provided to the COUNTY prior to the signing of this MOU, and any subsequent plan modifications which are agreed to by the PARTIES. The CITY shall conduct the inspections and shall make the determinations contemplated by this Paragraph promptly upon CITY's receipt of written notice from the COUNTY that the improvements are believed to be completed in accordance with the Standards, Specifications, and Laws incorporated into this MOU.
11. If said inspection finds any deficiencies, transfer of the FACILITIES from COUNTY to CITY shall not occur until the COUNTY remedies any and all deficiencies related to the PROJECT. Any latent deficiencies subsequently discovered in the FACILITIES within the applicable warranty periods extended to the COUNTY by PROJECT contractors shall be handled according to INDOT contract documents regarding the PROJECT.
12. Within a reasonable period of time after the date of transfer to the CITY, the COUNTY shall provide the CITY as-built plans and specifications of the FACILITIES.
13. The COUNTY agrees to indemnify and hold harmless the CITY, the Board of Public Works, and their officers, agents and employees from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which occur as a result of the COUNTY's use, construction, modification, maintenance or operation of the FACILITIES under the PROJECT, from the effective date of this MOU (Paragraph 2) until the expiration of the period covering the discovery of any latent defects (Paragraph 9), to the extent of the negligence or contract breach of the COUNTY.
14. The COUNTY shall inform CITY no less than 48 hours of the occurrence of dates and times for PROJECT meetings so that the CITY may have representatives attend said meetings and be informed of the status of work regarding the FACILITIES.
15. This MOU, consisting of four (4) pages in total and one (1) incorporated exhibit, represents the entire understanding between the PARTIES relating to the PROJECT and supersedes any and all prior oral and/or written communications and understandings regarding the FACILITIES.
16. Any amendment or modification of this MOU must be in writing, be signed by duly authorized representatives of the PARTIES, and approved in the same manner as this MOU.

17. The signatories for the PARTIES warrant that they have been fully empowered by proper action to bind their respective unit to the terms and conditions set forth in this MOU.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Memorandum of Understanding and caused their seals to be affixed and attested the day and year first written above.

(remainder of page left blank intentionally)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF MONROE AND THE CITY OF BLOOMINGTON
REGARDING MONROE COUNTY’S KARST FARM GREENWAY
CONNECTOR PROJECT**

City of Bloomington, Indiana

Monroe County, Indiana

Board of Public Works

Board of County Commissioners

Kyla Cox Deckard, President

Julie Thomas, President

Elizabeth Karon, Vice President

Penny Githens, Vice President

James Roach, Secretary

Lee Jones, Member

Office of the Mayor

Attest:

Kerry Thomson, Mayor

Brienne Gregory,
Monroe County Auditor



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 03/13/24

Formal ☒

Work session ☐

Department Public Defender

Title to appear on Agenda: System Navigator Grant, Grant extension and Data Entry MOU

Vendor #

Executive Summary:

- 1) In June 2022, a MOU was approved for an independent contractor who enters CHINS/TPR data that is required by the System Navigator grant, which is a grant that the Public Defender's Office receives from the Public Defender Commission. The initial grant cycle was from 2021-2023 and has since been extended into 2024. The attached MOU is for the same independent contractor used in 2022 and 2023 who completed the data entry for this grant. The attached MOU secures the contractor's services through the extended 2024 grant cycle.
- 2) The Public Defender's Office received a System Navigator Pilot Grant Agreement from the Public Defender Commission. The funds from this grant shall provide up to 2 employees who are experienced in CHINS/TPR cases and procedures to assist parents in navigating those entities and enhance communication between the parent (clients) and their public defenders representing them. The term of the grant was from December 13, 2021 to December 31, 2022 and in the amount of \$318,448.00.
- 3) The System Navigator Pilot Grant terms was extended throughout the end of 2024 and an additional funding amount of \$176,000 will be provided. The extended grant will provide for the continual use of the system navigators who assist parents (clients) navigate services and requirements asked of them in CHINS/TPR cases.

Fund Name(s):

System Navigator Grant

Fund Number(s):

9160

Amount(s)

\$9,000
\$318,448.00
\$176,000.00

Presenter: Heather Stuffle/Molly Turner King

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: Turner-King, Molly

Monroe County Board of Commissioners Agenda Request - Grant

REQUIRED

Federal Agency

Federal Program

CFDA#

Federal Award Number and Year (or other ID)

Pass Through Entity:

Request completed by:

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

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

Agreement for Services

This Agreement is made between Rebecca Acton ("Contractor") and Monroe County Public Defender's Office and the Monroe County Board of Commissioners (collectively, "Monroe County"). The Contractor and Monroe County mutually agree as follows:

The terms of the agreement enlist Contractor to provide data entry services necessary to compile results of the System Navigator Grant starting January 2024 and ending December 2024. This Agreement consisting of three (3) pages constitutes the entire agreement between Contractor and Monroe County and may be modified only in writing referencing this Agreement and signed by both parties. The following terms shall apply:

1. **Scope of Project.** The Public Defender Commission has given a Grant to the Monroe County Public Defender's Office (System Navigator) and requires specific data to be compiled during the term of said Grant. This grant was awarded in 2022 and 2023 and is now being extended for an additional year.

In order for case information/data to be compiled, Monroe County wishes to engage with Contractor to maintain specific data for each CHINS/TPR case from January 1, 2024, to December 31, 2024 and enter into a data collection instrument per the Public Defender Commission's requirements.

Contractor and Monroe County acknowledge that oversight of Contractor's work under this grant position will be by and through the Public Defender Commission. Contractor agrees to work closely with the Public Defender Commission to answer any questions that arise as a result of grant work and comply with the guidance provided by the Public Defender Commission to fulfill the required work under this grant.

2. **Price.** Contractor shall be paid Seven Hundred and fifty dollars per month (\$750.00/month). The total amount paid to Contractor under this Agreement shall not exceed Nine Thousand (\$9,000.00) without further written approval by Monroe County. Contractor shall submit invoices, including the time, dates worked and a detailed description of work performed. Payment is contingent on continued receipt of 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. Invoices shall be submitted by Contractor in accordance with Section 4.
3. **Term.** The term of this Agreement shall commence from the date this Agreement is executed by both parties and shall terminate on December 31, 2024.

This agreement shall not be assigned, transferred or conveyed by either of the parties without the prior written consent of the other.

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. Notices of modification and/or termination should be tendered in accordance with Section 5 of this Agreement.

4. **Invoices.** Invoices must be submitted to Heather Stuffle, Office Administrator, via email at hstuffle@co.monroe.in.us and/or via U.S. mail at 304 North Morton Street, Bloomington, Indiana 47404. Public Defender 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. Contractor shall submit invoices for service the first week of the month, and Public Defender will render payment for services within thirty (30) days of receipt. 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.
5. **Notice.** Whenever any notice, statement or other communication is required under this Agreement, it shall be sent via email to the following addresses, unless otherwise specifically advised. directed as follows:

Public Defender

Heather Stuffle
hstuffle@co.monroe.in.us

Contractor

Rebecca Acton
brezdensmom@gmail.com

6. **Indemnity.** Contractor 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 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 Monroe County or its employees.
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 is aware of the Monroe County Government's policy prohibiting harassment of any kind. If Contractor becomes aware of any harassment, Contractor shall immediately report harassment to the Monroe County Legal Department.
8. **Compliance with Law.** Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations, including the County's policy prohibiting harassment. Contractor shall indemnify and save harmless the Council for any fines or expenses of any nature which it might incur from Contractor's noncompliance. IC § 22-5-1.7. Specifically including the following:
- Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
 - Contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program, if the E-Verify program no longer exists.

- c. Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.
9. **Independent Contractor.** It is further understood and agreed that that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for the purposes of this Agreement.
- a. The parties agree that Contractor is performing this work on her own, free time and is NOT performing this work under the direction of or on Monroe County property or with Monroe County equipment.
 - b. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Although Contractor is a Monroe County employee, because Contractor is an independent contractor, under this Agreement, the execution of this Agreement and any work performed herein will NOT result in overtime or compensatory pay being paid to Contractor. 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. **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 the Commissioners before commencement of work on the project. Alternatively, if the Contractor obtains a Worker's Compensation Clearance certificate, Contractor shall provide a copy of such to Commissioners in lieu of a certificate of insurance. Failure to provide either a certificate of insurance or a certificate of clearance 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.
11. **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.
12. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
13. **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.
14. **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.

15. **Entirety of Agreement.** This Agreement, consisting of four (4) 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, Contractor and Monroe County have executed this Agreement as dated below and, if executed in two counterparts, each shall be deemed an original.

Rebecca Acton
Signature – Rebecca Acton
[Signature]
Signature – Michael E. Hunt

3/07/2024
Date
3/7/24
Date

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS
this _____ day of _____, 2022, pursuant to Monroe County Code Chapter 266-5.

"AYES"

Julie Thomas, President

Penny Githens, Vice President

Lee Jones, Member

"NAYS"

Julie Thomas, President

Penny Githens, Vice President

Lee Jones, Member

ATTEST:

Brienne Gregory, Auditor of Monroe County, Indiana

Mark W. Rutherford, Chairman
Indianapolis

Richard Bray
Martinsville
Darnice Corley
Indianapolis
Hon. Mary Ellen Diekhoff
Bloomington
Hon. Kelsey G. Handon
Spencer
Representative Ragan Hatcher
Gary

309 W Washington Street Suite 501 • Indianapolis, IN 46204

Public Defender Commission



David J. Hensel
Indianapolis
Senator Eric Koch
Bloomington
Representative Ryan Lauer
Columbus
Hon. Steven P. Meyer
Carmel
Senator Gregory G. Taylor
Indianapolis

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December 9, 2021

Grantee: Monroe County, Public Defender Office
Grant Number: System Navigator Pilot Grant Award
Grant Period: December 13, 2021 – December 31, 2023
Date of Award: December 9, 2021
Award Amount: \$318,448.00

The Public Defender Commission ("PDCOM") has awarded the Monroe County, Public Defender Office ("Grantee") funds for the purpose and scope described in the attached Grant Agreement. By signing this grant award, the Grantee agrees that the funds will be spent in the manner described in the Grant Agreement and the conditions set forth in this award letter.

Payment of grant funds from PDCOM to the county will be made quarterly and adjusted based upon the fourth quarter financial report after its submission. The financial report form shall be provided to the county for completion by PDCOM and funds shall be paid to the county after receipt of the quarterly financial report form.

As a condition of the Grant Agreement, the Grantee agrees to submit performance measures, data, and financial reports to PDCOM as directed.

Sincerely,

Derrick A. Mason
Director & Chief Counsel

SYSTEM NAVIGATOR PILOT GRANT AGREEMENT

This Grant Agreement ("Grant Agreement"), entered into by and between the Indiana Public Defender Commission ("PDCOM") and the Monroe County, Public Defender Office ("Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree:

1. Purpose of this Grant Agreement; Grant Funds.

A. The purpose of this Grant Agreement is to enable PDCOM to award a grant, in an amount to be determined by PDCOM and specified in the Grant Award Letter that is hereby incorporated fully by reference, to the Grantee for eligible costs of the pilot ("Pilot") described in the Grant Description (**Exhibit A**) which is attached to this Grant Agreement and also incorporated fully by reference.

B. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement, Grant Description, and the Approved Project Budget (**Exhibit B**) and in conformance with any applicable Indiana Code provisions, as well as any applicable rules or policies established by PDCOM. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to PDCOM that it is eligible to receive these Grant funds and that the information set forth in the Grant Description and Budget is true, complete, and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined that either it was ineligible to receive the funds, or it made any material misrepresentation on its Grant Description or budget.

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

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with the plans and specifications contained in **Exhibit A**. Any modification of the Project from the description given in **Exhibit A** shall require prior written approval from PDCOM.

B. The Grantee shall submit to PDCOM written progress and financial reports until the completion of the Project. These reports shall be submitted in accordance with the requirements set forth in **Exhibit B** and shall contain such detail of progress and financing on the Project as is requested by PDCOM.

4. Term. This Grant Agreement commences on December 13, 2021 and shall remain in effect through December 31, 2023. Any funds that are not expended in accordance with this Grant Agreement by December 31, 2023, must be returned to PDCOM.

5. Grant Funding. Grantee explicitly covenants that it shall promptly repay to PDCOM all funds not spent in conformance with this Grant Agreement.

A. PDCOM shall fund this grant during its Term and all grant funds must be spent no later than December 31, 2023. The Approved Project Budget is set forth within **Exhibit B**. The Grantee shall not make substantial modifications to any line item in the Approved Project Budget without the prior written consent of PDCOM.

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

6. Payment of Grant.

A. PDCOM agrees to provide advance payment of awarded grant funds on a quarterly basis following execution of this Grant Agreement. PDCOM payment shall be made quarterly pursuant to the description in the grant award letter. Payment shall be made no earlier than thirty-five (35) days in arrears of execution of this Grant Agreement in conformance with State fiscal policies and procedures. As required by IC 4-13-2-14.8, payment shall be direct deposited by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. PDCOM may require evidence furnished by the Grantee that substantial progress has been made toward the Project at any point during and after the grant Term.

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

- A. whether Project activities are consistent with those set forth in the terms and conditions of this Grant Agreement, the Grant Description in **Exhibit A**, and the Approved Project Budget in **Exhibit B**;
- B. the actual expenditure of state funds expended to date on the Project is in conformity with amounts for each budget line item as contained in **Exhibit B**;
- C. The Grantee is making timely progress with the Project, and its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to PDCOM.

8. Audits and Maintenance of Records. The Grantee may be required to submit to an audit of funds paid through this Grant Agreement, and shall make all books, accounting records and other documents available at all reasonable times during the Term of this Grant Agreement and for a period of three (3) years after final payment for inspection by PDCOM or its authorized designee. Copies shall be furnished to PDCOM at no cost.

9. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by PDCOM and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State of Indiana as set forth in IC 4-2-6, et seq., IC 4-2-7, et seq. and the regulations promulgated thereunder. If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in this Grant, the Grantee shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Grant. If the Grantee or its agents violate any applicable ethical standards, the PDCOM may, in its sole discretion, terminate this Grant Agreement immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify PDCOM of any such actions. During the term of such actions, the Grantee agrees that PDCOM may suspend funding for the Project.

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

10. Funding Cancellation. When the Director and Chief Counsel of the Public Defender Commission, makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, the Grant Agreement shall be canceled. A determination by the Director & Chief Counsel that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement shall be final and conclusive.

11. Governing Law. This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana. Suit, if any, must be brought in the State of Indiana.

12. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant Agreement, it shall be sent by emailed as directed in the Grant Description.

13. Order of Precedence. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law; (2) this Grant Agreement; (3) Invitation to Apply for Grant; and (4) the Grant Description.

14. Termination. This Grant Agreement may be terminated, in whole or in part, by PDCOM whenever, for any reason, PDCOM determines that such termination is in the best interest of PDCOM. Termination shall be affected by delivery to the Grantee of a Termination Notice, specifying effective date of termination and extent of termination. The Grantee may use grant funds for completion of approved Project expenditures properly done prior to the effective date of termination. PDCOM will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant. The Grantee explicitly covenants that it shall promptly repay to PDCOM all unused grant funds upon termination of the Grant Agreement.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is a properly authorized representative, agent, member or officer of the Grantee to enter into this Grant Agreement. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof.

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

GRANTEE

BY: _____

Monroe County Chief PD (or assignee)

Date: _____

12/13/21

PUBLIC DEFENDER COMMISSION

BY: _____

Derrick A. Mason, Director & Chief Counsel

DATE: _____

EXHIBIT A: PDCOM Monroe System Navigator Grant Description

Purpose and Availability of Funds

With funds provided by the Indiana General Assembly for “At-Risk Youth and Families” the Public Defender Commission is funding pilots that serve at-risk youth and families and impacts public defense in Indiana in conjunction with comprehensive data collection and reporting. This particular program shall provide for up to two employees, who are experienced in the Department of Child Services CHINS/TPR processes, services providers, court, and CASA programs to assist parents in navigating those entities and enhance effective communication between the public defenders and their clients. The grant shall cover all associated costs for the navigators and personnel costs related to entering and maintaining a robust data collection and reporting system.

Award Period and Reporting Requirements

Grant funds will be awarded from the date of inception through December 31, 2023, on a quarterly basis. Recipients must submit a quarterly budget report to PDCOM in order to initiate the next quarter’s payment.

The Grantee agrees to collect and report data as prescribed by PDCOM for both Children in Need of Services and Termination of Parental Rights cases that have access to a system navigator and those that do not. The Grantee agrees to establish and maintain a control group as prescribed by PDCOM. PDCOM will not require personally identifying, client confidential information to be submitted.

Recipients may be asked to submit additional information to PDCOM in between reporting periods.

TODAY'S DATE: 11/22/2021

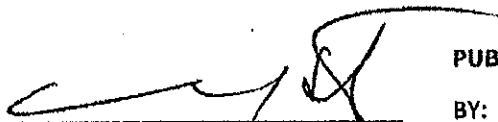
LOCATION: 0000

Please confirm new Fund/Account Number(s) and Description(s) with the Auditor's Office prior to Council submission.

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

GRANTEE

BY:



Monroe County Chief PD (or assignee)

Date:

12/13/21

PUBLIC DEFENDER COMMISSION

BY:



Derrick A. Mason, Director & Chief Counsel

DATE:

12/13/21

AMENDMENT # 1
System Navigator Pilot Grant Award

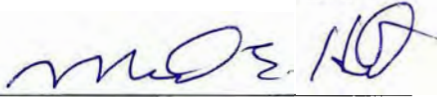
This is an Amendment to the Grant Agreement (the "Agreement") entered into by and between the Indiana Public Defender Commission (PDCOM) and the Monroe County, Public Defender Office (Grantee) approved by the last PDCOM signatory on December 13, 2021.

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

1. The award period described in Paragraph 4 and Exhibit A of the Grant Agreement is hereby extended for an additional year. The Grant Agreement shall terminate on December 31, 2024.
2. The total award for calendar year 2024 shall be no more than \$176,000.

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


Monroe County, Public Defender Office

By: 

Monroe County Chief PD (or assignee)

Date: 11/1/23

Indiana Public Defender Commission

By:  _____

Derrick Mason, Executive Director

Date: 10/30/2023