



MONROE COUNTY COUNCIL

Monroe County Courthouse, Room 306
100 W Kirkwood Avenue
Bloomington, Indiana 47404
Office: 812-349-7312
CouncilOffice@co.monroe.in.us

Kate Wiltz, President
Trent Deckard, President Pro Tempore
Jennifer Crossley
Marty Hawk
Peter Iversen
Geoff McKim
Cheryl Munson

COUNCIL WORK SESSION AGENDA

Tuesday, November 28, 2023 at 5:30 pm

Nat U. Hill Meeting Room and Zoom Connection

<https://monroecounty-in.zoom.us/j/86799913652?pwd=N3UxWkpKR295RmZad1ViY1pldmQyUT09>

Meeting ID: 867 9991 3652

Password: 131411

- 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.
- Below is the link for ZOOM Meeting Schedule of Monroe County Virtual Public Meetings for your convenience:

<https://www.co.monroe.in.us/egov/apps/document/center.egov?view=item;id=10017>

"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, E 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 last 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

2. ADOPTION OF AGENDA

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

4. DEPARTMENT UPDATES

5. COUNCIL LIAISON UPDATES

6. COURTS, Judge Diekhoff, Lisa Abraham and David Gardner

9

A. Request Approval of Additional Appropriations

General Fund- Courts, 1000-0225

32260 Pauper Attorneys \$30,000

32265 Guardian Ad Litem \$30,000

32711 Mental Health \$30,000

TOTAL \$90,000

The Department is requesting additional appropriations to 1. pay invoices through the end of 2023 for Court appointed attorneys when there are conflicts with the Public Defender’s office, 2. to pay invoices for Court Appointed Guardian Ad Litem in Divorce, Paternity and Juvenile cases for the remainder of the year and 3. to pay for mental health evaluations in criminal cases. Currently, seventeen (17) mental health evaluation invoices averaging \$1,500 each are expected.

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B. Discussion of New Supervisor Position within the ASI Contract

17

American Security Inc. (ASI) is responsible for the security guards at the front door of the Zietlow Building, Curry Building and the Community Corrections Building. If a security guard is unavailable to work, ASI is short-handed and there is no one to fill their spot, creating a security risk. David Gardner, ASI Director, would like to hire an ASI Supervisor to start in early 2024. The position would be responsible for scheduling, coverage, security training, and de-escalating training. ASI is contracted through the Commissioner's Office but is paid for out of the PS Safety LIT budget that is under the Courts. David Gardner spoke with Angie Purdie, Commissioners’ Administrator, who is in support of this request. The position would be paid between \$22.00 - \$30.00 per hour depending on experience. The total expected cost is \$72,800. The additional amount covers ASI's expenses including taxes and insurance. There is not enough money in the 2024 Court's PS Safety LIT, so the Department would need an additional appropriation.

7. BOARD OF COMMISSIONERS, Angie Purdie and Mark Delong

18

Request the Creation of a New Account Line and Simultaneously Approve an Additional Appropriation

New Account Line: 30013

Opioid Restricted, 1237-0000

30013 Professional Services \$93,000

Amethyst House applied for the Indiana’s Opioid Settlement Match Grant RFF with the support of the Board of Commissioners but did not receive the requested support. The Board of Commissioners believes Amethyst’s proposal is appropriate for the use of the County received Opioid Settlement funds. Fund 1237- Restricted- has a balance of \$436,666.37; the request from Amethyst meets the criteria for the use of restricted funds. Should Council approve this request, the appropriation is dependent upon a formal agreement with the Board of Commissioners.

- 8. BOARD OF COMMISSIONERS, Penny Githens and Kathy Hewett 21**
Request the Creation of New Account Lines and Simultaneously Approve Additional Appropriations
New Account Lines: 28241 45151 41104
Opioid Grant RFF 2023-007, 9164-0068
 28241 Opioid Reduction Supplies \$15,000
 41104 Vehicle Purchase \$50,000
 45151 Property Acquisition \$200,000
TOTAL \$265,000

Commissioner Githens and the Health Department applied for and received Grant RFF-2023-007 (STATE FUNDS) and were awarded a total of \$576,000. At the last Council meeting, the department requested a fund-to-fund transfer of \$235,000 from the Opioid Settlement Fund (1238) to the Opioid Grant RFF 2023-007 Fund (9164). This request is for the appropriation of these funds.

- 9. LEGAL DEPARTMENT, Dave Schilling 42**
A. Request Approval of an Additional Appropriation
General Fund – Legal, 1000-0277
 31214 Claims Settlement \$65,000

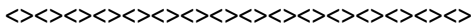
Ongoing litigation in various cases creates a need in the Department's Litigation Deduction and Claims Settlement line. The additional appropriation is being requested for the settlement line because the bulk of the remaining requested funds will be for the settlement of those various cases.

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- B. Request Approval of Resolution 2023-31: Interlocal Cooperation Agreement between the City of Bloomington and Monroe County regarding Building Code Authority 46**

- 10. SOLID WASTE MANAGEMENT DISTRICT (SWMD), Tom McGlasson 53**
Request Approval of an Additional Appropriation
Solid Waste District Debt Service, 8283
 43835 Agency Fee \$350.00

SWMD was notified by Bank of New York Mellon on 10/5/23 that the annual Agency Fee related to the 2007 landfill closure bond would be increasing from \$400.00 to \$750.00. On 10/31/23, the invoice for this fee for 2023 was received in the amount of \$750.00. SWMD's 2023 Debt Service Fund budget, adopted by the County Council on 10/18/22, appropriated \$400.00 for this expense. This additional appropriation request is to provide the funds needed for the budget appropriation for this fee to match necessary expenditures.

- 11. VETERAN'S SERVICE OFFICE, Steven Miller 58**
Request Approval of a Category Transfer
General Fund- Veteran's Service Office, 1000-0012
FROM:
 30028 Training/ Travel \$1,576.52
TO:
 10043 Veterans Benefits Coordinator \$1,381.19
 18101 FICA \$195.33
TOTAL \$1,576.52



D. Request Approval of New Job Description, Creation of New Account Line, and Simultaneously Amend the 2024 Salary Ordinance 75

Local Public Health Services, 1161-0000

New Account Line: 10183

ADD:

10183 Public Health Liaison PAT B 35 Hours Non-Exempt Salary Range: \$43,608- \$55,219

On November 7th, PAC members approved forwarding to Council with a positive recommendation.

The Department is requesting the creation of a new position for 2024 due to opting into Health First Indiana and new core service requirements that will need to be fulfilled. The position will be responsible for providing education and outreach. Waggoner, Irwin, & Scheele (WIS) reviewed the request and recommended that if the position is approved it be classified as a PAT B Non-Exempt.

**13. CLERK’S OFFICE, Nicole Browne 81
Request Approval to Update Job Description and Simultaneously Amend the 2023 and 2024 Salary Ordinances**

Election Fund- Election Board, 1215-0062

FROM:

12002 Election Supervisor COMOT C 35 Hours Non-Exempt

TO:

12002 Election Supervisor COMOT D 35 Hours Non-Exempt

On November 7th, PAC members approved forwarding to Council for discussion.

The Department is requesting the reclassification of the Election Supervisor position due to revised job duties, role and responsibility clarification, and increased expectations. This request was submitted to PAC in June 2023. Waggoner, Irwin, and Scheele (WIS) reviewed the request and completed a desk audit. WIS recommended the position be reclassified as a COMOT D with an effective date of November 19, 2023.

**14. PROSECUTOR’S OFFICE, Beth Hamlin 89
Request the Creation of a New Location Number and Simultaneously Approve Additional Appropriations**

STOP Grant, 8123-9624

13015 Domestic Violence PDA \$44,263.64

13425 Sex Crimes DPA \$44,263.65

17801 Part- Time \$11,700.00

18101 FICA \$6,066.00

18201 PERF \$11,260.00

TOTAL \$117,553.30

This item was tabled from the November 14 Regular Session.

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: **Courts** MEETING DATE REQUESTED (*Tentative*): **November 28, 2023**
Request Presenter(s): **Lisa Abraham** Phone: **812-349-2617**

Was the Council Liaison notified prior to submitting this Agenda Request: **Yes**

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

Creation of Account Line(s) and/or Additional Appropriation(s)

Fund Name: **[Redacted]**

Transfer of Funds

Category

Fund Name: **[Redacted]**

Fund to Fund

Fund Name A: **[Redacted]**

Fund Name B: **[Redacted]**

Salary Ordinance Amendment *Effective Date of Amendment:* **[Redacted]**

De-Appropriation of Account Lines

Fund Name: **[Redacted]**

Other (Specify) **[Redacted]**

Narrative: Give a DETAILED SUMMARY explanation for the request (*purpose, action needed, etc.*).

This is a test.
Pauper Attorney line 1000 0225 32260 is used to pay for Court Appointed Attorneys when there are conflicts with the Public Defender's Office. I am needing additional funding to pay for invoices for the remainder of the year. I receive lots of invoices at the beginning of December. I am asking for an additional \$30,000 in the Pauper Attorney line to help us get through the end of the year.

Mental Health line 1000 0225 32711 is used to pay for Court appointed Mental Health Evaluations in criminal cases. Right now I am expecting 17 invoices and they average \$1,500 each which totals \$25,500 and I only have \$16,690.96 left in the fund. I do not know how many additional evaluations will be ordered before the end of the year. I am asking for an additional \$30,000 in the Mental Health line to help us get through the end of the year.

Guardian Ad Litem line 1000 0225 32265 is used to pay for Court Appointed Guardian Ad Litem in Divorce, Paternity and Juvenile cases. I am needing additional funding to pay for invoices for the remainder of the year. I have already spent the entire amount I was budgeted for the year and had to transfer money to pay the last invoice because I was in the negative. I receive lots of invoices at the beginning of December. I am asking for an additional \$30,000 in the Guardian Ad Litem line to help us get through the end of the year.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with ⁹any questions regarding the Agenda Request Form.

REQUEST CREATION OF NEW ACCOUNT LINE(S) AND/OR ADDITIONAL APPROPRIATION(S)

*Council recommends making **ANY** In-House and/or Category Transfers **PRIOR** to requesting additional appropriations.*

DEPARTMENT: Courts

MEETING DATE REQUESTED (*Tentative*): 11/28/2023

Fund Name: County General

Fund Number: 1000

Location Number: 0225

Account Number	Account Description	Amount Requested
32260	Pauper Attorneys	30,000
32711	Mental Health	30,000
32265	Guardian Ad Litem	30,000
TOTAL REQUEST		90,000.00

Contact the Council Administrator (Ext. 2516) for new numbers and/or clarification on account numbers.

Staff will notify Department when the accounts/additional have been approved/updated.

CASH BALANCE AS OF 11-17-23: \$18,844,073.25

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpnd Balance	Encumbrance	Unexpnd Pct
<input type="checkbox"/> Fund : 1000											
<input type="checkbox"/> Fund Desc : County General											
<input type="checkbox"/> Loc : 0225											
<input type="checkbox"/> Loc Desc : Courts											
1000	12047	Official Court Reporter	0.00	55,219.00	0.00	0.00	55,219.00	48,847.40	6,371.60	0.00	11.54%
1000	12071	Associate Court Reporter	0.00	46,283.00	0.00	0.00	46,283.00	40,894.00	5,389.00	0.00	11.64%
1000	12075	Associate Court Reporter	0.00	43,371.00	0.00	(2,089.20)	41,281.80	36,470.70	4,811.10	0.00	11.65%
1000	14012	Official Court Reporter	0.00	55,219.00	0.00	(6,206.80)	49,012.20	43,422.00	5,590.20	0.00	11.41%
1000	14119	Associate Court Reporter	0.00	41,697.00	0.00	0.00	41,697.00	36,885.10	4,811.90	0.00	11.54%
1000	14120	Floating Assoc. Court Reporter	0.00	45,027.00	0.00	0.00	45,027.00	39,831.40	5,195.60	0.00	11.54%
1000	14121	Court Bailiff	0.00	34,835.00	0.00	(707.20)	34,127.80	30,108.40	4,019.40	0.00	11.78%
1000	14122	Court Bailiff	0.00	36,673.00	0.00	(4,876.30)	31,796.70	27,565.20	4,231.50	0.00	13.31%
1000	14123	Court Bailiff	0.00	0.00	0.00	20,564.00	20,564.00	15,993.60	4,570.40	0.00	22.23%
1000	14140	Title IV-D Court Commissioner	0.00	98,686.00	0.00	0.00	98,686.00	86,111.40	12,574.60	0.00	12.74%
1000	14147	Official Court Reporter	0.00	13,805.00	0.00	6,902.35	20,707.35	18,278.99	2,428.36	0.00	11.73%
1000	14148	Official Court Reporter	0.00	55,219.00	0.00	0.00	55,219.00	48,847.40	6,371.60	0.00	11.54%
1000	14149	Official Court Reporter	0.00	55,219.00	0.00	(276.70)	54,942.30	48,570.90	6,371.40	0.00	11.60%
1000	14150	Deputy Court Administrator	0.00	70,388.00	0.00	0.00	70,388.00	62,265.60	8,122.40	0.00	11.54%

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
1000	14151	Official Court Reporter	0.00	55,219.00	0.00	0.00	55,219.00	48,847.40	6,371.60	0.00	11.54%
1000	14152	Official Court Reporter	0.00	50,378.00	0.00	0.00	50,378.00	44,564.80	5,813.20	0.00	11.54%
1000	14153	Official Court Reporter	0.00	52,325.00	0.00	0.00	52,325.00	46,287.50	6,037.50	0.00	11.54%
1000	14154	Official Court Reporter	0.00	48,449.00	0.00	(439.83)	48,009.17	42,418.97	5,590.20	0.00	11.64%
1000	14155	Official Court Reporter	0.00	53,781.00	0.00	(5,127.50)	48,653.50	43,063.30	5,590.20	0.00	11.49%
1000	14158	Associate Court Reporter	0.00	43,371.00	0.00	0.00	43,371.00	38,366.30	5,004.70	0.00	11.54%
1000	14159	Associate Court Reporter	0.00	43,371.00	0.00	0.00	43,371.00	38,366.30	5,004.70	0.00	11.54%
1000	14160	Associate Court Reporter	0.00	45,027.00	0.00	(4,952.69)	40,074.31	35,502.61	4,571.70	0.00	11.41%
1000	14161	Associate Court Reporter	0.00	41,697.00	0.00	(1,596.80)	40,100.20	35,528.50	4,571.70	0.00	11.40%
1000	14162	Associate Court Reporter	0.00	45,027.00	0.00	0.00	45,027.00	39,831.40	5,195.60	0.00	11.54%
1000	14163	Associate Court Reporter	0.00	41,697.00	0.00	0.00	41,697.00	36,885.10	4,811.90	0.00	11.54%
1000	14164	Floating Assoc. Court Reporter	0.00	41,697.00	0.00	0.00	41,697.00	36,885.10	4,811.90	0.00	11.54%
1000	14165	Associate Court Reporter	0.00	43,371.00	0.00	(1,674.80)	41,696.20	36,885.10	4,811.10	0.00	11.54%
1000	14166	Associate Court Reporter	0.00	43,371.00	0.00	0.00	43,371.00	38,366.30	5,004.70	0.00	11.54%
1000	14167	Associate Court Reporter	0.00	45,027.00	0.00	0.00	45,027.00	39,831.40	5,195.60	0.00	11.54%

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
1000	14168	Associate Court Reporter	0.00	43,371.00	0.00	(7,370.99)	36,000.01	31,669.81	4,330.20	0.00	12.03%
1000	14169	Associate Court Reporter	0.00	43,371.00	0.00	(3,278.50)	40,092.50	35,281.40	4,811.10	0.00	12.00%
1000	14170	Associate Court Reporter	0.00	47,539.00	0.00	(5,195.30)	42,343.70	37,339.40	5,004.30	0.00	11.82%
1000	14171	Associate Court Reporter	0.00	10,424.00	0.00	0.00	10,424.00	9,575.36	848.64	0.00	8.14%
1000	14172	Associate Court Reporter	0.00	39,622.00	0.00	0.00	39,622.00	35,049.70	4,572.30	0.00	11.54%
1000	14173	Associate Court Reporter	0.00	39,622.00	0.00	0.00	39,622.00	35,049.70	4,572.30	0.00	11.54%
1000	14174	Associate Court Reporter	0.00	46,283.00	0.00	(1,014.70)	45,268.30	39,928.00	5,340.30	0.00	11.80%
1000	14175	Associate Court Reporter	0.00	10,424.00	0.00	0.00	10,424.00	9,575.36	848.64	0.00	8.14%
1000	14177	Case Management Coordinator	0.00	59,800.00	0.00	0.00	59,800.00	52,900.00	6,900.00	0.00	11.54%
1000	14178	Financial Coordinator	0.00	57,575.00	0.00	0.00	57,575.00	50,931.20	6,643.80	0.00	11.54%
1000	14179	Courts Program Coordinator	0.00	63,108.00	0.00	0.00	63,108.00	61,693.90	1,414.10	0.00	2.24%
1000	14181	Court Bailiff	0.00	41,806.00	0.00	0.00	41,806.00	36,981.70	4,824.30	0.00	11.54%
1000	14182	Court Bailiff Supervisor	0.00	41,606.00	0.00	0.00	41,606.00	36,804.60	4,801.40	0.00	11.54%
1000	14183	Court Bailiff	0.00	39,604.00	0.00	(240.16)	39,363.84	34,756.16	4,607.68	0.00	11.71%
1000	14184	Court Bailiff	0.00	38,148.00	0.00	(681.20)	37,466.80	33,065.20	4,401.60	0.00	11.75%

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
1000	14185	Court Bailiff	0.00	36,673.00	0.00	0.00	36,673.00	32,174.51	4,498.49	0.00	12.27%
1000	14187	Public Service Coordinator	0.00	42,588.00	0.00	0.00	42,588.00	33,726.42	8,861.58	0.00	20.81%
1000	14188	Family Court Coordinator	0.00	56,238.00	0.00	0.00	56,238.00	49,749.00	6,489.00	0.00	11.54%
1000	15115	Director	0.00	98,842.00	0.00	0.00	98,842.00	87,436.80	11,405.20	0.00	11.54%
1000	17001	Judge 1	0.00	5,000.00	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00%
1000	17002	Judge 2	0.00	5,000.00	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00%
1000	17003	Judge 3	0.00	5,000.00	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00%
1000	17004	Judge 4	0.00	5,000.00	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00%
1000	17005	Judge 5	0.00	5,000.00	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00%
1000	17006	Judge 6	0.00	5,000.00	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00%
1000	17008	Judge 8	0.00	5,000.00	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00%
1000	17009	Judge 9	0.00	5,000.00	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00%
1000	17100	Transcripts	0.00	15,000.00	0.00	0.00	15,000.00	14,351.39	648.61	0.00	4.32%
1000	17601	Longevity	0.00	43,900.00	0.00	(6,450.00)	37,450.00	37,250.00	200.00	0.00	0.53%
1000	17801	Part-Time	0.00	80,000.00	0.00	(41,466.35)	38,533.65	25,862.85	12,670.80	0.00	32.88%
1000	17899	Retention Bonus Supplemental	0.00	94,000.00	0.00	(94,000.00)	0.00	0.00	0.00	0.00	0.00%
1000	18001	FT Self Insurance	0.00	534,000.00	0.00	6,000.00	540,000.00	540,000.00	0.00	0.00	0.00%
1000	18101	FICA	0.00	189,337.00	0.00	(7,191.00)	182,146.00	145,589.70	36,556.30	0.00	20.07%

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
1000	18201	PERF	0.00	312,698.00	0.00	0.00	312,698.00	273,103.21	39,594.79	0.00	12.66%
1000	20001	Office Supplies	0.00	15,376.00	0.00	(2,066.00)	13,310.00	5,752.86	7,557.14	0.00	56.78%
1000	20003	Printing/Copy Supplies	0.00	7,255.00	0.00	3,427.61	10,682.61	8,641.00	2,041.61	0.00	19.11%
1000	20300	Transcript Tapes & Comp Supp	0.00	1,000.00	0.00	1,352.79	2,352.79	2,352.79	0.00	0.00	0.00%
1000	22218	Clothing Allotment	0.00	5,420.00	0.00	(2,454.40)	2,965.60	2,965.60	0.00	0.00	0.00%
1000	30003	Printing & Subscriptions	0.00	12,954.00	0.00	0.00	12,954.00	615.00	12,339.00	0.00	95.25%
1000	30004	Repairs; Equipment/Veh icle	0.00	1,000.00	0.00	1,568.08	2,568.08	2,568.08	0.00	0.00	0.00%
1000	30028	Training/Travel	0.00	12,060.00	0.00	(8,000.00)	4,060.00	3,514.51	545.49	0.00	13.44%
1000	30029	Books & Research	0.00	31,280.00	0.00	(13,000.00)	18,280.00	13,478.00	4,802.00	0.00	26.27%
1000	30800	Postage	0.00	28,000.00	0.00	0.00	28,000.00	22,341.71	5,658.29	0.00	20.21%
1000	32101	Judges' Liability Insurance	0.00	15,408.00	0.00	1,885.84	17,293.84	17,293.84	0.00	0.00	0.00%
1000	32212	Lodging/Meals Jurors	0.00	1,550.00	0.00	0.00	1,550.00	1,429.40	120.60	0.00	7.78%
1000	32218	Juvenile Detention	0.00	300,000.00	0.00	0.00	300,000.00	71,082.20	228,917.80	0.00	76.31%
1000	32260	Pauper Attorneys	0.00	100,000.00	0.00	29,692.88	129,692.88	118,559.10	11,133.78	0.00	8.58%
1000	32265	Guardian Ad Litem	0.00	115,000.00	0.00	18,000.00	133,000.00	125,981.40	7,018.60	0.00	5.28%
1000	32290	Maint-Transcrib es & Comp	0.00	18,190.00	0.00	(17,650.57)	539.43	539.43	0.00	0.00	0.00%
1000	32710	Special Services	0.00	10,000.00	0.00	19,196.65	29,196.65	24,748.52	4,448.13	0.00	15.24%

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
1000	32711	Mental Health Evaluations	0.00	75,000.00	0.00	30,485.79	105,485.79	95,643.83	9,841.96	0.00	9.33%
1000	35300	Special Judges Pro-Tem	0.00	2,880.00	0.00	(2,000.00)	880.00	525.00	355.00	0.00	40.34%
1000	35500	Petit Jurors	0.00	20,000.00	0.00	0.00	20,000.00	5,183.31	14,816.69	0.00	74.08%
			0.00	4,283,401.00	0.00	(100,931.00)	4,182,470.00	3,528,783.12	653,686.88	0.00	15.63%
			0.00	4,283,401.00	0.00	(100,931.00)	4,182,470.00	3,528,783.12	653,686.88	0.00	15.63%
			0.00	4,283,401.00	0.00	(100,931.00)	4,182,470.00	3,528,783.12	653,686.88	0.00	15.63%
			0.00	4,283,401.00	0.00	(100,931.00)	4,182,470.00	3,528,783.12	653,686.88	0.00	15.63%
			0.00	4,283,401.00	0.00	(100,931.00)	4,182,470.00	3,528,783.12	653,686.88	0.00	15.63%

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Courts MEETING DATE REQUESTED (*Tentative*): November 28, 2023
Request Presenter(s): Lisa Abraham and David Gardner Phone: 812-349-2617

Was the Council Liaison notified prior to submitting this Agenda Request: Yes

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

Creation of Account Line(s) and/or Additional Appropriation(s)

Fund Name:

Transfer of Funds

Category

Fund Name:

Fund to Fund

Fund Name A:

Fund Name B:

Salary Ordinance Amendment *Effective Date of Amendment:*

De-Appropriation of Account Lines

Fund Name:

Other (*Specify*) Discussion on new supervisor position out of PS Safety LIT

Narrative: Give a DETAILED SUMMARY explanation for the request (*purpose, action needed, etc.*).

American Security Inc. (ASI) is responsible for the security guards at the front door of the Zietlow Building, Curry Building and the Community Connections Building. If a security guard is unavailable to work due to illness or vacation, ASI is short-handed and there is no one to fill their spot which is a big security risk. David Gardner would like to hire an ASI supervisor. This person will be responsible for scheduling, coverage, security training, and de-escalating training. ASI is contracted through the Commissioner's Office but is paid for out of the PS Safety LIT budget that is under the Courts. David Gardner spoke with Commissioner Assistant Angie Purdie and she has no issues with this request. David Gardner would like to have the person start in early 2024 instead of putting the request in the 2025 budget. David Gardner and I would like to start the discussion with the council to see if they would be in support of this position in 2024. The position will be paid between \$22.00 - \$30.00 per hour depending on their years of security and supervisory experience. The total expected cost would be \$72,800. The additional amount covers ASI's expenses including taxes and insurance. There is not enough money in the Court's PS Safety LIT, so I would have to come back before the council in 2025 and ask for an additional appropriation.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with ¹⁷any questions regarding the Agenda Request Form.

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Board of Commissioners MEETING DATE REQUESTED (Tentative): 10/24/2023
Request Presenter(s): Mark Delong (Amethyst) - Angie Purdie Phone: 812-349-2553

Was the Council Liaison notified prior to submitting this Agenda Request: Yes

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

Creation of Account Line(s) and/or Additional Appropriation(s)

Fund Name: 2257 Opioid Restricted Fund 1237

Transfer of Funds

Category

Fund Name:

Fund to Fund

Fund Name A:

Fund Name B:

Salary Ordinance Amendment Effective Date of Amendment:

De-Appropriation of Account Lines
Fund Name:

Other (Specify) Request for funding from Opioid Settlement Fund

Narrative: Give a DETAILED SUMMARY explanation for the request (purpose, action needed, etc.).

Amethyst House is a long standing provider of substance abuse treatment in Monroe County that provides both in and outpatient services for both men and women.

Earlier this year Amethyst with the support of the Board of Commissioners applied for the State of Indianan's Opioid Settlement Match Grant RFF, however they along with many other worthy applicants did not receive the requested support from the State. Although they did not receive the funding support, the Board of Commissioners believe their proposal is worthy and is appropriate for the use of the County received Opioid Settlement funds.

1237

Fund # ~~2257~~ (Restricted) has a balance of \$436,666.37.

The request for support from Amethyst is \$93,000 and meets the criteria for the use of the restricted funds.

1238

Fund # ~~2756~~ (Unrestricted) has a balance of \$105,904.07.

Should Council approve this request, the appropriation is dependent upon formal agreement with the Board of Commissioners.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.



P.O. Box 11, Bloomington, IN 47402
812-336-3570

May 2, 2023

Dear Monroe County Commissioners:

Amethyst House has served the Bloomington area for 42 years and has helped thousands of men and women who experience the disease of addiction by offering hope for finding a new life and comprehensive practical guidance for recovery. We provide long term transitional residential treatment and outpatient treatment services to the Monroe County community. We recently applied for Settlement Grant funding with the generous help of the County Commissioners \$50,000 match funding. We received notice on May 1, 2023 that we did not get approved for funding.

We are requesting \$93,000 to provide physician oversight of our residential program and our medication-assisted therapy (MAT); and to expand our outpatient programs for people with diagnoses of both SUD and other behavioral health conditions by hiring an additional licensed Social Worker; along with increased clinical staff trainings in trauma informed care. These funds would assist us to provide services for the Fiscal Year 2024 that would include health screenings and MAT services to 125 clients, Eye-Movement Desensitization and Reprocessing (EMDR) trauma therapy for 70 clients, and allow Amethyst House to significantly increase residential and outpatient services. Our plan is to grow our outpatient & residential programs by 10% and to increase revenue by 10-15% in FY24. With these increases along with growth in MAT and EMDR services, we will be able to sustain these staffing increases in future years.

This request is for the following;

- 1 Full Time Licensed Social Worker \$60,000
- A Part-time Physician 10-15 hours a week \$30,000
- Two Therapist Trainings in EMDR \$3,000 T-\$93,000

A second option for funding would be,

- 80% of 1 Full Time Licensed Social Worker \$48,000
- 80% of a Part Time Physician \$24,000
- Two Therapist Trainings/Supervision EMDR \$3,000 T-\$75,000

Thank you for your consideration in this matter. Please know that any financial assistance would be appreciated and we would be committed to sustaining any staff increases following FY24.

Sincerely,

Mark DeLong, MEd, LCAC
Executive Director
Amethyst House

A United Way Agency

www.amethysthouse.org * amethyst@amethysthouse.org

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Board of Commissioners MEETING DATE REQUESTED (Tentative): 11/28
Request Presenter(s): Kathy Hewitt, Penny Githens Phone: 812-349-2553

Was the Council Liaison notified prior to submitting this Agenda Request: Yes

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

Creation of Account Line(s) and/or Additional Appropriation(s)

Fund Name: [Redacted]

Transfer of Funds

Category

Fund Name: [Redacted]

Fund to Fund

Fund Name A: [Redacted]

Fund Name B: [Redacted]

Salary Ordinance Amendment Effective Date of Amendment: [Redacted]

De-Appropriation of Account Lines

Fund Name: [Redacted]

Other (Specify) [Redacted]

Narrative: Give a DETAILED SUMMARY explanation for the request (purpose, action needed, etc.).

Commissioner Githens and the Health Department applied for and received Grant RFF-2023-007 (STATE FUNDS) and were awarded a total of \$576,000.

At the last Council meeting, the department requested a fund to fund transfer of \$235,000 from the Opioid Settlement Fund (1238) to the Opioid Grant RFF 2023-007 Fund (9164). This request is for the appropriation of these funds.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.

GRANT AGREEMENT

CONTRACT #000000000000000000075996

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Family and Social Services Administration, Division of Mental Health and Addiction (the "State") and Monroe County (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source.

The purpose of this Grant Agreement is to enable the State to award a Grant of **\$576,000.00** (the "**Grant**") to the Grantee for eligible costs of the services or project (the "**Project**") described in **Exhibits 1 and 2** of this Grant Agreement, which are attached hereto and incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 12-8-10 establishing the authority to make this Grant, as well as any rules adopted thereunder. 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.

FUNDING SOURCE:

State Funds: **FSSA/DMHA Opioid Settlement, Fund # 57895**

2. Representations and Warranties of the Grantee.

- A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application 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 either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.
- 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 or 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 **Exhibit 1** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.
- B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a monthly basis and shall contain such detail of progress or performance on the Project as is requested by the State.

4. Term.

This Grant Agreement commences on **July 01, 2023** and shall remain in effect through **June 30, 2025**. Unless otherwise provided herein, it may be extended upon the written agreement of the

parties and as permitted by state or federal laws governing this Grant.

5. Grant Funding.

- A. The State shall fund this Grant in the amount of **\$576,000.00**. The approved Project Budget is set forth as **Exhibit 1** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.
- 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 the State and this Grant Agreement has been fully approved by the State.

6. Payment of Claims.

- A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit 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. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.
- C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.
- D. Claims shall be submitted to the State within **Sixty (60)** calendar days following the end of the month in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than **Sixty (60)** calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within **Sixty (60)** calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis only. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.
- E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Project Monitoring by the State.

The State 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 the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Exhibit 1**, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit 1** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that 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 the State.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

- A. The Grantee shall 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 the State or its authorized designee. Copies shall be furnished to the State at no cost.
- B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.331, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 et seq. if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).
- C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, <https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>. Guidelines for filing the annual report are included in **Exhibit 2** attached hereto and incorporated herein (Guidelines for Non-governmental Entities).

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 the State 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 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 the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant 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 certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.
- D. 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 the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration ("IDOA"). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.
- E. 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 the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.
- F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- G. As required by IC § 5-22-3-7:
 - (1) The Grantee and any principals of the Grantee certify that:
 - (A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC § 24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC § 24-5-12 [Telephone Solicitations]; or
 - (iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.
 - (2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

10. Debarment and Suspension.

- A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or 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.
- B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

11. Drug-Free Workplace Certification.

As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for

such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Employment Eligibility Verification.

As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. Funding Cancellation.

As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Governing Law.

This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

15. Information Technology Accessibility Standards.

Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

16. Insurance.

The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

17. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

18. Notice to Parties.

Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

- A. Notices to the State shall be sent to:
Jay Chaudhary, Director
Division of Mental Health and Addiction
402 W. Washington St., W-353
Indianapolis, IN 46204
E-mail: Jay.Chaudhary@fssa.in.gov

- B. Notices to the Grantee shall be sent to:
Penny Githens
Monroe County
100 W Kirkwood, RM 204
Bloomington, IN 47404
Email: pgithens@co.monroe.in.us

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

19. Order of Precedence; Incorporation by Reference.

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, including those identified in paragraph 24, below, (2) this Grant Agreement, (3) Exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record.

The Grantee acknowledges that the State will not treat this Grant as containing confidential information, and the State will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. Termination for Breach.

- A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.
- B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

22. Termination for Convenience.

Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State 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.

23. Travel.

No expenses for travel will be reimbursed unless specifically authorized by this Grant.

24. Federal and State Third-Party Contract Provisions.

If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with the federal provisions attached as **Exhibit 2** and incorporated fully herein.

25. Confidentiality, Security and Privacy of Personal Information.

Terms used, but otherwise not defined in this Grant shall have the same meaning as those found in 45 CFR Parts 160, 162, and 164.

- A. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996 (sections 1171 through 1179 of the Social Security Act), including any subsequent amendments to such Act.
- B. **"HIPAA Rules"** mean the rules adopted by and promulgated by the US Department of Health and Human Services ("**HHS**") under HIPAA and other relevant federal laws currently in force or subsequently made, such as the Health Information Technology for Economic and Clinical Health Act ("**HITECH**"), as enumerated under 45 CFR Parts 160, 162, and 164, including without limitation any and all additional or modified regulations thereof. Subsets of the HIPAA Rules include:
 - 1) **"HIPAA Enforcement Rule"** as defined in 45 CFR Part 16
 - 2) **"HIPAA Security Rule"** as defined in 45 CFR Part 164, Subparts A and C;
 - 3) **"HIPAA Breach Rule"** as defined in 45 CFR Part 164, Subparts A and D; and
 - 4) **"HIPAA Privacy Rule"** as defined in 45 CFR Part 164, Subparts A and E.
- C. If Grantee is deemed a Business Associate to the State, Grantee is hereby authorized by the State to create, receive, maintain, and/or transmit Protected Health Information ("**PHI**") and other Personally Identifiable Information (meaning personal information as collectively

defined in IC 4-1-6-1 and IC 4-1-11-3, "PII") on the State's behalf pursuant to and consistent with the Services performed by Grantee under this Grant.

D. Grantee agrees that as a Business Associate to the State it is obligated to comply with the HIPAA Rules, as such Rules apply to Business Associates, throughout the term of this Grant and thereafter as may be required by federal law and such compliance will be at Grantee's sole expense. Further:

- 1) Grantee will not use or further disclose PHI or PII except as expressly permitted by this Grant or as required by law. Grantee understands that this prohibition expressly applies to any information provided by the Social Security Administration, directly or through the State. It is further provided that nothing in this Grant shall be construed to permit Grantee use or disclose PHI in a manner that would violate the provisions of the HIPAA Privacy Rule as such Rule applies to the State with regard to the Services performed by Grantee under this Grant or otherwise cause the State to be non-compliant with the HIPAA Privacy Rule.
- 2) Grantee understands it must fully comply with the HIPAA Security Rule and will employ appropriate and compliant safeguards to reasonably prevent the use or disclosure of PHI and PII other than as permitted by this Grant or required by the HIPAA Privacy Rule. Such safeguards will be designed, implemented, operated, and managed by Grantee at Grantee's sole expense and following the Grantee's best professional judgment regarding such safeguards. Upon the State's reasonable request, Grantee will review such safeguards with the State. Grantee will implement the following HIPAA requirements for any forms of PHI or PII that the Grantee receives, maintains, or transmits on behalf of the State:
 - a) Administrative safeguards under 45 CFR 164.308;
 - b) Physical safeguards under 45 CFR 164.310;
 - c) Technical safeguards under 45 CFR 164.312; and
 - d) Policies and procedures and documentation requirements under 45 CFR 164.316.
- 3) Grantee understands that it is subject to the HIPAA Enforcement Rule under which Grantee may be subject to criminal and civil penalties for violations of and non-compliance with the HIPAA Rules.

E. Improper Disclosure, Security Incident, and Breach Notification.

- 1) Grantee understands that it is subject to the HIPAA Breach Rule.
- 2) For the purposes of this Grant, the term Breach has the same meaning as defined in the HIPAA Breach Rule. The term "**Security Incident**" shall mean an action or event that has resulted in the improper use or disclosure of PHI or PII in Grantee's safekeeping (in violation of this Grant and/or in violation of the HIPAA Privacy Rule), the reasonable possibility or suspected possibility that an improper use or disclosure of PHI or PII may have occurred, or circumstances in which PHI or PII has been exposed to an opportunity for improper use or disclosure.
- 3) If a Security Incident occurs or if Grantee suspects that a Security Incident may have occurred with respect to PHI and/or PII in Grantee's safekeeping:
 - a) Grantee shall notify the State of the Security Incident within one (1) business day of when Grantee discovered the Security Incident; such notification shall be made to the FSSA Privacy & Security Office in a manner reasonably prescribed by the FSSA Privacy & Security Officer and shall include as much detail as the Grantee reasonably

may be able to acquire within the one (1) business day.

- b) For the purposes of such Security Incidents, "**discovered**" and "**discovery**" shall mean the first day on which such Security Incident is known to the Grantee or, by exercising reasonable diligence, would have been known to the Grantee. Regardless of whether the Grantee failed to exercise reasonable diligence, improperly delaying the notification of discovery beyond the one day requirement, the Grantee will notify the FSSA Privacy & Security Office within one day of gaining actual knowledge of a breach.
- c) In collaboration with the FSSA Privacy & Security Office, Grantee shall undertake all commercially reasonable efforts necessary to thoroughly investigate the Security Incident and to provide all results of such investigation to the FSSA Privacy & Security Office, including but not limited to Grantee personnel involved, source and cause of the Security Incident, specific information disclosed, disclosure victims (those whose PHI/PII was disclosed), disclosure recipients, supporting materials, actions taken to mitigate or stop the Security Incident, and similar details.
- d) Grantee's investigation must be undertaken expeditiously and completed to the extent that a determination of whether a Breach has occurred can be reasonably made, including the identification of the victims or likely victims, within a reasonable timeframe as mutually agreed upon with the FSSA Privacy & Security Office, from the date of discovery of the Security Incident. Grantee shall provide details of its investigation to the FSSA Privacy & Security Office on an ongoing basis until the investigation is complete.
- e) Grantee and the FSSA Privacy & Security Office will collaborate on the results of Grantee's investigation; the determination as to whether a Breach has occurred rests solely with the FSSA Privacy & Security Office.
- f) If it is determined by the FSSA Privacy & Security Office that a Breach has occurred:
 - (i) Grantee agrees that it shall be responsible for, including all costs with respect to, fulfilling the State's and/or Grantee's obligations for notice to all of the known and suspected victims of the Breach. Such notice shall comply with the HIPAA Breach Rule notification requirements and/or applicable notification requirements under State law.
 - (ii) Grantee further agrees that such notification will be made under its name, unless otherwise specified by the FSSA Privacy & Security Office. Grantee will coordinate its Breach notification efforts with the FSSA Privacy & Security Office; the FSSA Privacy & Security Office will approve Grantee's Breach notification procedures and plans, including the format and content of the notice(s) prior to such notification being made.
 - (iii) Grantee accepts full responsibility for the Breach and any resulting losses or damages incurred by the State or any victim of the Breach.
 - (iv) Grantee will undertake all commercially reasonable efforts necessary to mitigate any deleterious effects of the Breach for the known and suspected victims of the Breach.
 - (v) The State, through the FSSA Privacy & Security Office, will make the appropriate notifications to HHS and/or the applicable State agencies with respect to the Breach, unless the Grantee is directed to do so by the FSSA Privacy & Security Office.

- g) Grantee will undertake commercially reasonable corrective actions to eliminate or minimize to the greatest degree possible the opportunity for an identified Security Incident to reoccur and provide the FSSA Privacy & Security Office with its plans, status updates, and written certification of completion regarding such corrective actions.
- F. Subcontractors. Grantee agrees that in accordance with the HIPAA Privacy Rule any subcontractors engaged by Grantee (in compliance with this Grant) that will create, receive, maintain, or transmit State PHI/PII on Grantee's behalf will contractually agree to the same restrictions, conditions, and requirements that apply to Grantee with respect to such PHI/PII.
- G. Access by Individuals to their PHI. Grantee acknowledges that in accordance with the HIPAA Privacy Rule individuals for whom Grantee has direct possession of their PHI on the State's behalf have the right to inspect and amend their PHI, and have the right for an accounting of uses and disclosures of such PHI, except as otherwise provided therein. Grantee shall provide such right of inspection, amendment, and accounting of disclosures to such individuals upon reasonable request by the State (or by such individuals if the State directly refers such individuals to Grantee). In situations in which Grantee does not have direct possession of such PHI, then the State shall be responsible for such inspection, amendment, and accounting of disclosures rights by individuals.
- H. Access to Records. Grantee shall make available to HHS and/or the State, Grantee's internal practices, books, and records relating to the use and disclosure of PHI and PII provided to Grantee by the State or created, received, maintained, or transmitted by Grantee on the State's behalf. Grantee shall promptly inform the State by giving notice to the FSSA Privacy & Security Office of any request by HHS (or its designee) for such internal practices, books, and/or records and shall provide the State with copies of any materials or other information made available to HHS.
- I. Return of Protected Health Information. Upon request by the State or upon termination of this Grant, Grantee will, at the State's sole option, either return or destroy all copies of any PHI or PII provided to Grantee by the State, including PHI or PII created, received, maintained, or transmitted by Grantee on the State's behalf and Grantee shall warrant in writing that it has returned or destroyed such PHI and/or PII. Further, upon termination of this agreement Grantee will not retain any copies of any such PHI and PII and shall warrant same in writing.
- J. At the sole discretion of the State, the State may terminate this Grant for Grantee's material breach of this Section.
- K. Grantee agrees to participate in a disaster recovery plan, as appropriate to the Grantee's Services, as determined by the State to be necessary to uphold integral business functions in the event of an unforeseen disaster.
- L. Drug and Alcohol Records. In the performance of the Services under this Grant, Grantee may have access to confidential information regarding alcohol and drug abuse patient records. Grantee agrees that such information is confidential and protected information and promises and assures that any such information, regardless of form, disclosed to Grantee for the purposes of this Grant will not be disclosed or discussed with others without the prior written consent of the State. The Grantee and the State will comply with the applicable requirements of 42 CFR Part 2 and any other applicable federal or state law or regulatory requirement concerning such information. The Grantee will report any unauthorized disclosures of such information in compliance with Section 25.F.
- M. Confidentiality of State Information. The Grantee understands and agrees that data, materials, and information disclosed to the Grantee may contain confidential and protected information. The Grantee covenants that data, material and information gathered, based

upon or disclosed to the Grantee for the purpose of this Grant, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Grantee for the State under this Grant may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Grantee and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by Grantee, Grantee agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Grant. The Grantee shall report any unauthorized disclosures of Social Security numbers to the FSSA Privacy & Security Office within one (1) business day of the date of discovery.

- N. Grantee will indemnify and hold the State harmless from any loss, damage, costs, expense, judgment, sanction or liability, including, but not limited to, attorneys' fees and costs, that the State incurs or is subject to, as a result of a breach of this Section by the Grantee or any subcontractor, agent or person under Grantee's control. In the event a claim is made against the State for any such claim, cause of action, liability, damage, cost or expense, State may, at its sole option: (i) tender the defense to Grantee, who shall provide qualified and competent counsel to represent the State interest at Grantee's expense; or (ii) undertake its own defense, utilizing such professionals as it deems reasonably necessary, holding Grantee responsible for all reasonable costs thereof. In any event, State shall have the sole right to control and approve any settlement or other compromise of any claim brought against it that is covered by this Section.
- O. Grantee shall adhere to all relevant FSSA Application Security policies located at <http://in.gov/fssa/4979.htm> for any related activities provided to FSSA under this Grant. Grantee is responsible for validating that any subcontractors they engage will also comply with these policies. Any exceptions to these policies require written approval from the FSSA Privacy & Security Office.

26. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties.

The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

27. Marijuana Attestation Statement by SAMHSA.

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 U.S.C. §§ 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

28. State Boilerplate Affirmation Clause.

I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the 2022 SCM Template) in any way except as follows:

6. Payment of Claims. Modified.

25. Confidentiality, Security and Privacy of Personal Information. Modified.

27. Marijuana Attestation Statement by SAMHSA. Added.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

In Witness Whereof, the Grantee and the State have, through their duly authorized representatives, entered into this 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.

Monroe County

Indiana Family and Social Services Administration, Division of Mental Health and Addiction

DocuSigned by:
By: *Penny Githens*
1E0F5FF84AC4468...

DocuSigned by:
By: *Jay Chaudhary*
AB7D1803DC3F4A9...

Title: President- Penny Githens

Title: Director

Date: 9/15/2023 | 14:42 EDT

Date: 9/15/2023 | 11:43 PDT

Electronically Approved by: Department of Administration By: Rebecca Holw erda, Commissioner (for)	
Electronically Approved by: State Budget Agency By: Zachary Q. Jackson, Director (for)	Electronically Approved as to Form and Legality by: Office of the Attorney General By: Theodore E Rokita, Attorney General (for)

Exhibit 1 Scope of Work

Monroe County Indiana Opioid Settlement Match Grant

Overview

The purpose of this contract is for DMHA to provide State Opioid Settlement funds as a match to Monroe County's local Opioid Settlement funds to support two projects in Monroe County. The Monroe County commissioners will serve as the fiscal agent for this contract and will partner with The Indiana Recovery Alliance (IRA) in purchasing a building and outreach van for harm reduction street outreach and Monroe County Health Department (MCHD) to expand their harm reduction services.

Project One:

IRA is a harm reduction focused grassroots organization in Monroe County Indiana. Funding for this project will cover the cost of the acquisition and outfitting for services of a building and an outreach van to be the property of the IRA. This initiative will allow IRA to provide comprehensive harm reduction services to support people in any stage of recovery and empower them to choose which path of recovery is best for them. The building will be purchased by IRA and must remain in IRA's care serving people who use drugs, individuals with a substance use disorder, and/or mental health diagnosis for at least five years. The building must also provide recovery supportive services for all paths of recovery. Through the purchase of a van, IRA will be able to continue to expand and provide a supportive, stigma-free, evidence-based model with their harm reduction street outreach team in Monroe County and surrounding areas. Outreach Van make and model must be approved by DMHA before purchasing.

Project Two:

Monroe County Health Department will expand their current harm reduction efforts in Monroe County by purchasing and distributing harm reduction supplies to local organizations that provide evidence-based harm reduction services for Monroe County communities.

The Monroe County Commissioners will submit monthly reports to DMHA along with claims for these two projects. The monthly reports will include:

- Number of people served.
- Demographics for people served.
 - Race, gender, age, ethnicity etc.
- Number of Individuals and Organizations served.
- Summary of program successes and barriers for the month
- If there's staff turnover for any position covered by these funds, then include a new hire plan and timeline.

Conditions

- Grantee is expected to understand and follow all Additional Terms and Conditions, if included.
- Funds will be paid as detailed in Table below, following successful processing of claims invoice submissions.
- All invoices should be received by **the 20th day of the month following the completion of the deliverable**, unless otherwise noted. (Example: January monthly invoice is due no later than February 20th.)

- Grantee will submit invoices based on the activities below and will not invoice for amounts in excess of the allowable amount per activity.
- Forms, reports, and other documentation must be submitted along with invoices for consideration of successful completion of each project activity being billed. Invoices submitted without appropriate documentation will not be processed until documentation is received. Documentation required to be submitted with each monthly invoice and the corresponding line items are detailed in this document.
- Once contract is executed, an FSSA claims packet and claims form with instructions will be emailed to the appointed designee. Please follow all instructions on that form.
- Grantee is expected to “carbon copy” (CC) contract owner at DMHA when emailing claims for approval.

Table 1: Indiana Recovery Alliance: SFY24

Project Activity/ Cost	Due Date	Unit	Total Units	Unit Rate	Maximum Allowed	Documentation for Invoicing
Outreach Van	July 2023 – June 2024	Actual Cost			\$100,000	Copy of purchase receipt
Building Purchase	July 2023 – June 2024	Actual Cost			\$350,000	Copy of purchase receipt
				Total	\$450,000	

Table 2: Monroe County Health Department: SFY24

Project Activity/ Cost	Due Date	Unit	Total Units	Unit Rate	Maximum Allowed	Documentation for Invoicing
Harm Reduction Supplies	Monthly July 2023 – June 2024	Each	12	\$4,250	\$51,000	Itemized spreadsheet for cost of supplies being claimed for each month
				Total	\$51,000	

Table 3: Monroe County: SFY24

Project Activity/ Cost	Due Date	Unit	Total Units	Unit Rate	Maximum Allowed	Documentation for Invoicing
Monthly Report	Monthly July 2023 – June 2024	Each	12	\$1,000	\$12,000	Monthly Report includes info described in Overview section of this SOW
				Total	\$12,000	

Table 4: Monroe County Health Department: SFY25

Project Activity/ Cost	Due Date	Unit	Total Units	Unit Rate	Maximum Allowed	Documentation for Invoicing
Harm Reduction Supplies	Monthly July 2024 – June 2025	Each	12	\$4,250	\$51,000	Itemized spreadsheet for cost of supplies being claimed for each month
				Total	\$51,000	

Table 5: Monroe County: SFY25

Project Activity/ Cost	Due Date	Unit	Total Units	Unit Rate	Maximum Allowed	Documentation for Invoicing
Monthly Report	Monthly July 2024 – June 2025	Each	12	\$1,000	\$12,000	Monthly Report includes info described in Overview section of this SOW
				Total	\$12,000	

Funding Source(s)

Award/Fund Description	State Fund #	Amount
FSSA/DMHA Opioid Settlement	57895	\$576,000

EXHIBIT 2

ANNUAL FINANCIAL REPORT FOR NON-GOVERNMENTAL ENTITIES

Guidelines for filing the annual financial report:

1. Filing an annual financial report called an Entity Annual Report (E-1) is required by IC 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
 - a. There is no filing fee to do this.
 - b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
 - c. The E-1 electronic submission site is found at <https://gateway.ifonline.org/login.aspx>
 - d. The Gateway User Guide is found at <https://gateway.ifonline.org/userguides/E1guide>
 - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
 - f. Login credentials for filing the E-1 and-additional information can be obtained using the notforprofit@sboa.in.gov email address.
2. A tutorial on completing Form E-1 online is available at https://www.youtube.com/watch?time_continue=87&v=nPpqtPcdUcs
3. Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.

Purchase of Property			
	County Contribution	2024 Grant Contribution	2025
			Total
Property	\$ 28,000.00		\$ 28,000.00
Transfer costs	\$ 14,000.00		\$ 14,000.00
Appraisals	\$ 3,000.00		\$ 3,000.00
Renovation/building costs	\$ 155,000.00		\$ 155,000.00
Total for property/building	\$ 200,000.00	\$ 350,000.00	\$ 550,000.00

Outreach Van			
Van	\$ 20,000.00	\$ 100,000.00	\$ 120,000.00

Monroe County Health Department Harm Reduction Supplies			
Harm Reduction Supplies	\$ 15,000.00	\$ 51,000.00	\$ 51,000.00
			\$ 117,000.00
<p>Water, alcohol wipes, tourniquettes, smoking kits, cookers, sharps disposal containers, hygiene items, bandaids, cottons, printing</p>			
<p>Health Department</p>			
Monthly Reports			
2 projects- 1 monthly report	\$ -	\$ 12,000.00	\$ 12,000.00
			\$ 12,000.00

Totals **\$ 235,000.00** **\$ 513,000.00** **\$ 63,000.00**

AWARD **\$ 576,000.00**

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: LEGAL MEETING DATE REQUESTED (Tentative): 11/28/23
Request Presenter(s): David B. Schilling Phone: (812) 349-2525

Was the Council Liaison notified prior to submitting this Agenda Request: Yes

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

Creation of Account Line(s) and/or Additional Appropriation(s)

Fund Name: General-Legal

Transfer of Funds

Category

Fund Name:

Fund to Fund

Fund Name A:

Fund Name B:

Salary Ordinance Amendment Effective Date of Amendment:

De-Appropriation of Account Lines
Fund Name:

Other (Specify)

Narrative: Give a DETAILED SUMMARY explanation for the request (purpose, action needed, etc.).

Ongoing litigation in various cases creates a need in Legal Department's Litigation, Litigation Deduction and Claims Settlement lines. The additional appropriation is being requested for the settlement line because the bulk of the remaining requested funds will be for the settlement of those various cases.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.

CASH BALANCE AS OF 11-17-23: \$18,844,073.25

Fund	▲ Ac ct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
☐ Fund : 1000											
☐ Fund Desc : County General											
☐ Loc : 0277											
☐ Loc Desc : Legal											
1000	12771	Administrative Attorney	0.00	105,664.00	0.00	0.00	105,664.00	93,472.00	12,192.00	0.00	11.54%
1000	12772	County Attorney	0.00	94,141.00	0.00	0.00	94,141.00	83,278.40	10,862.60	0.00	11.54%
1000	12777	County Attorney	0.00	90,647.00	0.00	0.00	90,647.00	80,187.20	10,459.80	0.00	11.54%
1000	12778	County Attorney	0.00	87,173.00	0.00	(1,200.00)	85,973.00	70,363.54	15,609.46	0.00	18.16%
1000	13019	Legal Secretary	0.00	51,460.00	0.00	0.00	51,460.00	42,122.80	9,337.20	0.00	18.14%
1000	13020	Legal Secretary	0.00	49,567.00	0.00	300.00	49,867.00	43,515.20	6,351.80	0.00	12.74%
1000	17601	Longevity	0.00	6,300.00	0.00	900.00	7,200.00	6,400.00	800.00	0.00	11.11%
1000	17899	Retention Bonus Supplemental	0.00	12,000.00	0.00	(12,000.00)	0.00	0.00	0.00	0.00	0.00%
1000	18001	FT Self Insurance	0.00	72,000.00	0.00	0.00	72,000.00	72,000.00	0.00	0.00	0.00%
1000	18101	FICA	0.00	38,017.00	0.00	(918.00)	37,099.00	30,390.89	6,708.11	0.00	18.08%
1000	18201	PERF	0.00	67,969.00	0.00	0.00	67,969.00	57,975.59	9,993.41	0.00	14.70%
1000	20001	Office Supplies	0.00	1,145.00	0.00	0.00	1,145.00	753.79	391.21	0.00	34.17%
1000	30003	Printing & Subscriptions	0.00	200.00	0.00	0.00	200.00	0.00	200.00	0.00	100.00%
1000	30028	Training/Travel	0.00	4,600.00	0.00	(3,000.00)	1,600.00	1,289.31	310.69	0.00	19.42%
1000	30029	Books & Research	0.00	5,000.00	0.00	(1,000.00)	4,000.00	3,431.00	569.00	0.00	14.22%
1000	30030	Office Expenses	0.00	1,500.00	0.00	0.00	1,500.00	991.65	508.35	0.00	33.89%

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
1000	30039	Professional Memberships	0.00	720.00	0.00	0.00	720.00	598.00	122.00	0.00	16.94%
1000	30800	Postage	0.00	906.00	0.00	0.00	906.00	616.34	289.66	0.00	31.97%
1000	31211	Litigation	0.00	1,000.00	0.00	54,817.50	55,817.50	53,702.18	2,115.32	0.00	3.79%
1000	31213	Litigation Deduction	0.00	30,000.00	55,000.00	(50,817.50)	34,182.50	33,668.57	513.93	0.00	1.50%
1000	31214	Claims Settlement	250.00	332.00	0.00	0.00	582.00	250.00	332.00	0.00	57.04%
			250.00	720,341.00	55,000.00	(12,918.00)	762,673.00	675,006.46	87,666.54	0.00	11.49%
			250.00	720,341.00	55,000.00	(12,918.00)	762,673.00	675,006.46	87,666.54	0.00	11.49%
			250.00	720,341.00	55,000.00	(12,918.00)	762,673.00	675,006.46	87,666.54	0.00	11.49%
			250.00	720,341.00	55,000.00	(12,918.00)	762,673.00	675,006.46	87,666.54	0.00	11.49%
			250.00	720,341.00	55,000.00	(12,918.00)	762,673.00	675,006.46	87,666.54	0.00	11.49%

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: LEGAL MEETING DATE REQUESTED (Tentative):
Request Presenter(s): David Schilling Phone: (812) 349-2525

Was the Council Liaison notified prior to submitting this Agenda Request: Yes

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

Creation of Account Line(s) and/or Additional Appropriation(s)

Fund Name:

Transfer of Funds

Category

Fund Name:

Fund to Fund

Fund Name A:

Fund Name B:

Salary Ordinance Amendment Effective Date of Amendment:

De-Appropriation of Account Lines

Fund Name:

Other (Specify) Approval of Interlocal Agreement Regarding Building Code Authority

Narrative: Give a DETAILED SUMMARY explanation for the request (purpose, action needed, etc.).

This request is for the approval of an Interlocal Agreement between the City of Bloomington and Monroe County, Indiana regarding Building Code Authority.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
CITY OF BLOOMINGTON AND MONROE COUNTY, INDIANA
REGARDING BUILDING CODE AUTHORITY

WHEREAS, Indiana Code § 36-1-7-1 et seq. permits governmental entities to jointly exercise powers through interlocal cooperation agreements; and

WHEREAS, in 1996, the City of Bloomington, Indiana ("City"), acting by and through its Mayor and its Common Council, and the County of Monroe, Indiana ("County"), acting by and through its Board of Commissioners and its County Council, determined that the interests of the citizens of Monroe County, Indiana, would be better served by coordinating and combining certain City and County building code services through an interlocal cooperation agreement; and

WHEREAS, in 1996, the City and the County entered into a five-year interlocal cooperation agreement, effective beginning April 1, 1997, that conferred County-wide Building Code administration authority on the Monroe County Building Department; and

WHEREAS, the term of the original interlocal agreement has been extended, through subsequent agreements, to January 1, 2024;

WHEREAS, the City and the County have determined that it is more cost effective and convenient for the citizens of Monroe County, Indiana, to continue to have the authority, power and responsibility for local building code administration, including permit application processing, project inspection, and permit issuance vested in a single entity, the Monroe County Building Department; and

WHEREAS, this Interlocal Cooperation Agreement ("Agreement") reflects the commitments and understandings agreed to by the City and the County in order to efficiently and effectively provide the transfer of powers between the City and the County;

NOW, THEREFORE, the City and the County hereby agree as follows:

Part 1. Definitions.

"Building Permit" shall include without limitation any permit for construction, remodeling, demolition, moving, plumbing, electrical, or any other permit that affects construction, demolition, use and/or occupancy of land, buildings or structures, provided that such permit is within the scope of "Building Code Jurisdiction" as defined herein.

"Building Code Jurisdiction" refers to applicability, administration and enforcement of City and County ordinances adopting state building, plumbing, electrical, mechanical, energy conservation, swimming pool, and fire safety codes; specifically, this term refers to Monroe County Code

Chapter 430 and to those portions of Bloomington Municipal Code Title 17 that concern such State codes.

"City Zoning Jurisdiction Area" refers to those portions of the County over which the City, by law or by interlocal cooperation agreement, possesses planning, zoning, and subdivision control authority.

"County Zoning Jurisdiction Area" refers to those portions of the County over which the County, by law or by interlocal cooperation agreement, possesses planning, zoning, and subdivision control authority.

Part 2. Building Code Jurisdiction.

The Monroe County Building Department shall enforce all State building, plumbing, electrical, mechanical, energy conservation, and fire building safety codes, as adopted by City and County ordinances, within the corporate limits of the City, and within all other unincorporated areas of Monroe County, Indiana. The City will administer planning, zoning, and subdivision compliance functions within the City Zoning Jurisdiction Area, including, without limitation, the assignment of street addresses.

- A. The Monroe County Building Department shall accept building permit applications and will provide review, issue permits, receive fees, and provide inspections and enforcement, as required, for all buildings within the County in accordance with County Building Codes.
- B. City zoning compliance review and the issuance of a Certificate of Zoning Compliance ("CZC") by the City are conditions precedent to the issuance of a building permit for any project located within the City Zoning Jurisdiction Area. For projects located within the City Zoning Jurisdiction Area, the County will collect the City Zoning Compliance Review Fee, in the amount established by the City, in addition to the County Building Permit Fee.
- C. The County will not issue a building permit for a project located within the City Zoning Jurisdiction Area unless and until a Certificate of Zoning Compliance has been issued for the project by the City. The County will include CZC conditions required by the City along with the building permit; and the County will require compliance with the conditions as part of any temporary or permanent Certificate of Occupancy issued for the project by the County.
- D. The City Planning & Transportation Department and Monroe County Building Department will simultaneously process CZC and Building Permit applications through respective on-line permit/application management systems. The Departments will use their respective systems to communicate directly regarding the status of permit applications (for example, the Building Department may grant credentials in OpenGov to Planning & Transportation staff that enable them to view files directly, and the Planning & Transportation Department may grant similar credentials to Building staff to view CZC files within EPL or may use EPL to share with the Building Department a .pdf of approved CZCs). The Building Department will not release a Building Permit before electronically receiving or confirming

a CZC approved by the Planning & Transportation Department. Both parties agree to make their best efforts to expedite the processing of permits under this agreement, and specifically, City and County agree to coordinate with respective applicants their responsibility to submit applications through respective permit/application management systems to insure that all permit applications are reviewed as soon as reasonably possible after receipt by the City and County.

- E. The City will inspect and enforce zoning and subdivision compliance and administer bonds within the City Zoning Jurisdiction Area. The Monroe County Building Department will notify the City Planning & Transportation Department when an occupancy inspection for a project in the City is to take place, other than single-family residential projects. The County and the City will cooperate in providing information requested by the other party in a timely fashion.
- F. The County will not issue any construction, remodel, demolition, moving, or any other type of permit that might change the disposition of a structure to a residential rental within the corporate limits of the City until the City Code Enforcement Division ("HAND") has completed plan review and released the application. The County will schedule all final inspections of those permits with HAND where reasonably possible. The County will not issue a Certificate of Occupancy to a residential rental property within the corporate limits of the City unless and until compliance with the City of Bloomington Property Maintenance Code has been determined by HAND.
- G. For projects located within the corporate limits of the City, the County agrees to recognize and enforce Section 17.08.050(c) of the Bloomington Municipal Code which provides for the waiver of fees under specified conditions for eligible affordable housing projects up to the amount of \$2,500.00 per year.
- H. In recognition of the City's investment in the GIS mapping system, the County agrees to collect and verify GIS data for the City in a manner consistent with both the informational needs of the City and the information gathering and processing capabilities of the County. The County shall provide such data as is customarily obtained through building permit administration and planning subdivision approvals, and the City will share data in its possession and otherwise maintain robust communications with the County to help correct GIS data errors. The County will cooperate in enhancing its computer capability and compatibility for information exchange with the City.
- I. The County will notify the appropriate Fire Department for fire code inspections and shall transcribe all notations requested by the Fire Department, with jurisdiction over the project area, on to temporary and permanent Certificates of Occupancy. The County will notify the City Fire Department to coordinate review, response, and comment to the State Fire and Building Safety Commission regarding all applications for variance within the corporate boundaries of the City.

- J. The County shall inspect for compliance with all City of Bloomington Utilities regulations and any City ordinances governing construction/connection of utilities related to permit activity between the building and the connection to City's meter or main.
- K. The County shall issue stop work orders on Building Permits issued by the County where violations of applicable City zoning/subdivision, erosion control, or historic preservation regulations would result from continued construction activity, or where work is stayed due to an appeal to the Board of Zoning Appeals as provided in Indiana Code § 36-7-4-1001. The County shall issue such stop work order upon written request of the City Planning & Transportation Director, the Director of Engineering, the Director of Utilities, or the Director of Housing and Neighborhood Development. Enforcement action shall be taken by the governmental entity whose ordinances or conditions of approval have been violated.

Part 3. Recitals of Commitment, Purpose, Duration, and Renewal of Agreement.

- A. The level of cooperation recited in this Agreement is intended to exist in perpetuity for the efficient and effective delivery of governmental services to the citizens of Monroe County. However, the parties recognize that modifications may be required, both to the Agreement itself, and to the practices and procedures that bring the recitals contained within this document to fruition.
- B. The County will collect the City Zoning Compliance Review Fee specified by the City, pursuant to Part 2, Paragraph B of this Agreement, and will transmit the collected fees to the City on a quarterly basis. Payments to the City will be made as promptly as possible after April 1, July 1, October 1, and January 1 of each year of this Agreement, allowing for the County's claim processing procedures. No other payments will be due to the City, from the County, under this Agreement.
- C. The term of this Agreement shall be from January 2, 2024, through January 1, 2025. This Agreement may be renewed by mutual agreement of the parties for an appropriate term of years.
- D. The City and County departments affected by the terms of this Agreement will continue to communicate and cooperate together to assure that the purposes of this Agreement are achieved on behalf of and to the benefit of the citizens of Monroe County, Indiana.

Part 4. Interpretation and Severability.

- A. Because the jurisdictional approach set forth in this Agreement departs from current practice, the parties acknowledge and agree that this Agreement shall be liberally construed so that the parties can cooperatively address unforeseen problems through the implementation of policies, with minimal need for Agreement amendment.
- B. If any provision of this Agreement is declared, by a court of competent jurisdiction, to be invalid, null, void, or unenforceable, the remaining provisions shall not be affected and shall have full force and effect.

Part 5. Approval, Consent and/or Cooperation.

Whenever this Agreement requires the approval, consent and/or cooperation of a party (or parties), said approval, consent and/or cooperation shall not be unreasonably withheld.

Part 6. Appropriation of Funds.

The parties acknowledge and agree that the performance of this Agreement is subject to the appropriation of sufficient funds by their respective councils. The parties agree to make a good faith effort to obtain all necessary appropriations from their councils and to comply with all provisions of this Agreement to the extent feasible under current or future appropriations.

SO AGREED this _____ day of _____, 20__.

MONROE COUNTY, INDIANA

CITY OF BLOOMINGTON, INDIANA

PENNY GITHENS, President
Monroe County Board of Commissioners

JOHN HAMILTON, Mayor

KATE WILTZ, President
Monroe County Council

SUE SGAMBELLURI, President
Bloomington Common Council

ATTEST:

ATTEST:

CATHERINE SMITH, Auditor

NICOLE BOLDEN City Clerk

RESOLUTION 2023-31

A Resolution Approving the Interlocal Cooperation Agreement between the City of Bloomington and Monroe County, Indiana, in regards to Building Code Authority.

WHEREAS, be it resolved that the Monroe County Commissioners passed, An Interlocal Cooperation Agreement between Monroe County, Indiana and City of Bloomington regarding the Building Code Authority(“Interlocal”), and;

WHEREAS, the Ordinance approving the Interlocal agreement is as exhibit 1; and,

WHEREAS, the Monroe County Council has reviewed and approves of the Interlocal.

BE IT THEREFORE RESOLVED, that the Monroe County Council approves the Interlocal Cooperation Agreement between Monroe County, Indiana and City of Bloomington regarding the Building Code Authority.

Dated this _____ day of November, 2023.

MONROE COUNTY COUNCIL

Aye Nay Abstain Not Present _____
L. Kate Wiltz, President

Aye Nay Abstain Not Present _____
Trent Deckard, President Pro Tempore

Aye Nay Abstain Not Present _____
Jennifer Crossley, Councilor

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

ATTEST:

Catherine Smith, Auditor
Monroe County, Indiana

Date

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: MCSWMD MEETING DATE REQUESTED (Tentative): 11/28/2023
Request Presenter(s): Tom McGlasson Jr. Phone: 812-349-2869

Was the Council Liaison notified prior to submitting this Agenda Request: Yes

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

Creation of Account Line(s) and/or Additional Appropriation(s)

Fund Name: 8283 - Solid Waste District Debt Service

Transfer of Funds

Category

Fund Name:

Fund to Fund

Fund Name A:

Fund Name B:

Salary Ordinance Amendment Effective Date of Amendment:

De-Appropriation of Account Lines
Fund Name:

Other (Specify)

Narrative: Give a DETAILED SUMMARY explanation for the request (purpose, action needed, etc.).

The District was notified by Bank of New York Mellon on 10/5/23 that the annual Agency Fee related to the 2007 landfill closure bond would be increasing from \$400.00 to \$750.00. On October 31, 2023, the invoice for this fee for 2023 was received in the amount of \$750.00. The District's 2023 Debt Service Fund budget, adopted by the County Council on 10/18/22, appropriated \$400.00 for this expense. This additional appropriation will provide the funds needed for the budget appropriation for this fee to match necessary expenditures.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.

Resolution 2023 - 22

For Additional Appropriation

WHEREAS, the Monroe County Solid Waste Management District (District) is a political subdivision and a solid waste management district under IC 13-21-3; and

WHEREAS, the District is granted certain powers enumerated in IC 13-21-3-12; and

WHEREAS, IC 13-21-3-12 requires that the District follow regular budgeting procedures; and

WHEREAS, the District issued a debt service bond in 2007, the proceeds of which were used for payment of the final closure work performed at the Monroe County Landfill; and

WHEREAS, the debt service fund annual budget is established following regular budgeting procedures; and

WHEREAS, the 2023 Debt Service Fund budget was approved by the Board of Directors on August 11, 2022 via Resolution 2022-08, and was subsequently adopted by the Monroe County Council on October 18, 2022; and

WHEREAS, the District was notified by Bank of New York Mellon on October 5, 2023 of an increase in the annual Agency Fee from \$400.00 to \$750.00; and

WHEREAS, the approved and adopted 2023 Debt Service Fund budget appropriated \$400 for Agency Fee expenses.

NOW, THEREFORE, be it resolved and approved by the Board of Directors of the Monroe County Solid Waste Management District that a request for additional appropriation be submitted to the Monroe County Council for the fund herein named, in the amount specified:

<u>Fund</u>	<u>Line</u>	<u>Amount</u>
Debt Service (8283)	43835 – Agency Fee	\$350.00

Resolution 2023 - 22

For Additional Appropriation

So voted on this 9th day of November, 2023, by the Board of Directors of the Monroe County Solid Waste Management District.


AYE

NAY



Geoff McKim, Chairperson

Geoff McKim, Chairperson



Isabel Piedmont-Smith, Vice-Chairperson

Isabel Piedmont-Smith, Vice-Chairperson



Penny Githens, Secretary

Penny Githens, Secretary

Julie Thomas, Director

Julie Thomas, Director

John Hamilton, Director

John Hamilton, Director




Lee Jones, Director

Lee Jones, Director



Dan Swafford, Director

Dan Swafford, Director

Attest: 

Tom McGlasson Jr., Executive Director

Date: 11/9/2023
 To: MCSWMD Board of Directors
 From: Cathy Martin, Controller
 Subject: Bond Debt Cash Flow



Begin Balance 160,988.60

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	YTD	2023 Budget	YTD Actual Less Budget	Percent Remaining
REVENUE																
Interest	44.34	0.30	0.33	0.30	0.35	23.94	121.18	8.96	8.39	9.26			217.35			
Debt Service Tax						156,974.79							156,974.79	289,450.00	-132,475.21	45.77%
Excise Tax						7,361.66							7,361.66	15,170.00	-7,808.34	51.47%
Cvet						561.17							561.17	750.00	-188.83	25.18%
Transfer IN													0.00		0.00	
Total Revenue	44.34	0.30	0.33	0.30	0.35	164,921.56	121.18	8.96	8.39	9.26	0.00	0.00	165,114.97	305,370.00	470,484.97	154.07%

EXPENSE																
Principal	140,000.00						140,000.00						280,000.00	275,000.00	5,000.00	-1.82%
Interest	13,185.00						11,785.00						24,970.00	30,520.00	-5,550.00	18.18%
Agency Fee													0.00	400.00	-400.00	100.00%
Transfer Out															0.00	
Total Expenses	153,185.00	0.00	0.00	0.00	0.00	0.00	151,785.00	0.00	0.00	0.00	0.00	0.00	304,970.00	305,920.00	950.00	0.31%

End Balance 21,133.57

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: **Veterans Affairs** MEETING DATE REQUESTED (*Tentative*): **Nov 28th 2023**
Request Presenter(s): **Steven Miller** Phone: **812-349-2537**

Was the Council Liaison notified prior to submitting this Agenda Request: **Yes**

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

Creation of Account Line(s) and/or Additional Appropriation(s)

Fund Name: **[Redacted]**

Transfer of Funds

Category

Fund Name: **1000 General**

Fund to Fund

Fund Name A: **[Redacted]**

Fund Name B: **[Redacted]**

Salary Ordinance Amendment *Effective Date of Amendment:* **[Redacted]**

De-Appropriation of Account Lines
Fund Name: **[Redacted]**

Other (*Specify*) **[Redacted]**

Narrative: Give a **DETAILED SUMMARY** explanation for the request (*purpose, action needed, etc.*).

As a result of Vicky St.Myers retirement payout for her accrued vacation time, our account currently lacks sufficient funds to cover the remaining expenses for the year. I kindly request a transfer of \$1,576.52 from our Travel/Training budget allocation to ensure adequate coverage for payroll for the remainder of the fiscal year.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with ⁵⁸any questions regarding the Agenda Request Form.

REQUEST FOR A CATEGORY TRANSFER OF APPROPRIATION(S)

*Council recommends making any In-House Transfers **PRIOR** to requesting a Category Transfer.*

DEPARTMENT: Veterans Affairs **MEETING DATE REQUESTED (*Tentative*):** _____
Fund Name: General Fund- Veteran's Service Office
Fund Number: 1000 **Location Number:** 0012

TRANSFER FROM:

<u>Account Number</u>	<u>Account Description</u>	<u>Amount Requested</u>
<u>30028</u>	<u>Travel/Training</u>	<u>1576.52</u>
GRAND TOTAL		1,576.52

TRANSFER TO:

<u>Account Number</u>	<u>Account Description</u>	<u>Amount Requested</u>
<u>10043</u>	<u>Veterans Benefits Coordinator</u>	<u>1381.19</u>
<u>18101</u>	<u>FICA</u>	<u>195.33</u>
GRAND TOTAL		1,576.52

GRAND TOTALS MUST MATCH!

Council Staff will notify Department when the approved transfer has been completed.

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
<input type="checkbox"/> Fund : 1000											
<input type="checkbox"/> Fund Desc : County General											
<input type="checkbox"/> Loc : 0012											
<input type="checkbox"/> Loc Desc : Veterans Service Office											
1000	10043	Veterans Benefit Coordinator	0.00	39,913.00	0.00	0.00	39,913.00	36,688.89	3,224.11	0.00	8.08%
1000	15115	Director	0.00	55,370.00	0.00	0.00	55,370.00	48,980.80	6,389.20	0.00	11.54%
1000	17601	Longevity	0.00	1,200.00	0.00	0.00	1,200.00	1,200.00	0.00	0.00	0.00%
1000	17899	Retention Bonus Supplemental	0.00	4,000.00	0.00	(4,000.00)	0.00	0.00	0.00	0.00	0.00%
1000	18001	FT Self Insurance	0.00	24,000.00	0.00	0.00	24,000.00	24,000.00	0.00	0.00	0.00%
1000	18101	FICA	0.00	7,687.00	0.00	(306.00)	7,381.00	6,494.18	886.82	0.00	12.01%
1000	18201	PERF	0.00	13,531.00	0.00	0.00	13,531.00	12,165.16	1,365.84	0.00	10.09%
1000	20001	Office Supplies	0.00	800.00	0.00	0.00	800.00	387.09	412.91	0.00	51.61%
1000	30003	Printing & Subscriptions	0.00	1,500.00	0.00	0.00	1,500.00	364.24	1,135.76	0.00	75.72%
1000	30005	Dues	0.00	400.00	0.00	0.00	400.00	100.00	300.00	0.00	75.00%
1000	30028	Training/Travel	0.00	2,500.00	0.00	0.00	2,500.00	700.00	1,800.00	0.00	72.00%
1000	30800	Postage	0.00	400.00	0.00	0.00	400.00	0.00	400.00	0.00	100.00%
			0.00	151,301.00	0.00	(4,306.00)	146,995.00	131,080.36	15,914.64	0.00	10.83%
			0.00	151,301.00	0.00	(4,306.00)	146,995.00	131,080.36	15,914.64	0.00	10.83%
			0.00	151,301.00	0.00	(4,306.00)	146,995.00	131,080.36	15,914.64	0.00	10.83%
			0.00	151,301.00	0.00	(4,306.00)	146,995.00	131,080.36	15,914.64	0.00	10.83%

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
			0.00	151,301.00	0.00	(4,306.00)	146,995.00	131,080.36	15,914.64	0.00	10.83%

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: **HEALTH** MEETING DATE REQUESTED (*Tentative*): **12/12/2023**
Request Presenter(s): _____ Phone: _____

Was the Council Liaison notified prior to submitting this Agenda Request: No

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

Creation of Account Line(s) and/or Additional Appropriation(s)

Fund Name: _____

Transfer of Funds

Category

Fund Name: **DIS Strengthening Prevention**

Fund to Fund

Fund Name A: _____

Fund Name B: _____

Salary Ordinance Amendment *Effective Date of Amendment:* _____

De-Appropriation of Account Lines

Fund Name: _____

Other (*Specify*) _____

Narrative: Give a DETAILED SUMMARY explanation for the request (*purpose, action needed, etc.*).

In addition, the Health Department is requesting a category transfer in order to help cover costs for mileage and part-time salary expenses.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.

REQUEST FOR A CATEGORY TRANSFER OF APPROPRIATION(S)

*Council recommends making any In-House Transfers **PRIOR** to requesting a Category Transfer.*

DEPARTMENT: HEALTH MEETING DATE REQUESTED (*Tentative*): 12/12/2023
 Fund Name: DIS STRENGTHENING PREVENTION
 Fund Number: 8180 Location Number: 9624

TRANSFER FROM:

<u>Account Number</u>	<u>Account Description</u>	<u>Amount Requested</u>
20011	Other Supplies	\$13,788.80
30014	Other Services	\$11,427.80
GRAND TOTAL		25,216.60

TRANSFER TO:

<u>Account Number</u>	<u>Account Description</u>	<u>Amount Requested</u>
17801	Part-Time	\$14,714.00
18101	FICA	\$2,502.60
30028	Travel/Training	\$8,000.00
GRAND TOTAL		25,216.60

GRAND TOTALS MUST MATCH!

Council Staff will notify Department when the approved transfer has been completed.

CASH BALANCE AS OF 11/21/2023: -62,343.79

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
<input type="checkbox"/> Fund : 8180											
<input type="checkbox"/> Fund Desc : DIS Interv - STD 93.917											
<input type="checkbox"/> Loc : 9624											
<input type="checkbox"/> Loc Desc : 2024											
8180	10108	Disease Interv. Specialist	0.00	0.00	43,480.00	0.00	43,480.00	26,492.20	16,987.80	0.00	39.07%
8180	17601	Longevity	0.00	0.00	200.00	0.00	200.00	200.00	0.00	0.00	0.00%
8180	17801	Part-Time	0.00	0.00	15,000.00	0.00	15,000.00	9,895.50	5,104.50	0.00	34.03%
8180	18001	FT Self Insurance	0.00	0.00	12,000.00	0.00	12,000.00	8,000.00	4,000.00	0.00	33.33%
8180	18101	FICA	0.00	0.00	3,326.18	0.00	3,326.18	2,698.97	627.21	0.00	18.86%
8180	18201	PERF	0.00	0.00	6,174.22	0.00	6,174.22	3,761.93	2,412.29	0.00	39.07%
8180	20011	Other Supplies	0.00	0.00	18,788.80	0.00	18,788.80	1,000.00	17,788.80	0.00	94.68%
8180	30014	Other Services	0.00	0.00	18,788.80	0.00	18,788.80	7,360.17	11,428.63	0.00	60.83%
8180	30021	Phones & Pagers	0.00	0.00	1,000.00	0.00	1,000.00	166.83	833.17	0.00	83.32%
8180	30028	Training/Travel	0.00	0.00	1,000.00	0.00	1,000.00	951.64	48.36	0.00	4.84%
8180	38110	Services & Charges	0.00	0.00	1,000.00	0.00	1,000.00	540.00	460.00	0.00	46.00%
8180	40001	Equipment	0.00	0.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00	100.00%
			0.00	0.00	121,758.00	0.00	121,758.00	61,067.24	60,690.76	0.00	49.85%
			0.00	0.00	121,758.00	0.00	121,758.00	61,067.24	60,690.76	0.00	49.85%
			0.00	0.00	121,758.00	0.00	121,758.00	61,067.24	60,690.76	0.00	49.85%
			0.00	0.00	121,758.00	0.00	121,758.00	61,067.24	60,690.76	0.00	49.85%
			0.00	0.00	121,758.00	0.00	121,758.00	61,067.24	60,690.76	0.00	49.85%

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: **HEALTH** MEETING DATE REQUESTED (*Tentative*): **12/12/2023**
Request Presenter(s): **LORI KELLEY** Phone: **812-349-2068**

Was the Council Liaison notified prior to submitting this Agenda Request: **Yes**

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

Creation of Account Line(s) and/or Additional Appropriation(s)

Fund Name: **HEALTH**

Transfer of Funds

Category

Fund Name: **HEALTH**

Fund to Fund

Fund Name A: **HEALTH**

Fund Name B: **HEALTH**

Salary Ordinance Amendment *Effective Date of Amendment:* **HEALTH**

De-Appropriation of Account Lines

Fund Name: **HEALTH**

Other (*Specify*) **HEALTH**

Narrative: Give a DETAILED SUMMARY explanation for the request (*purpose, action needed, etc.*).

The Health Department is requesting approval of a category transfer to cover contract expenses for public health nursing. The 2022 quarterly contract payment to IU Health was paid in January 2023, but not accounted for in the 2023 budget.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.

REQUEST FOR A CATEGORY TRANSFER OF APPROPRIATION(S)

*Council recommends making any In-House Transfers **PRIOR** to requesting a Category Transfer.*

DEPARTMENT: HEALTH

MEETING DATE REQUESTED (*Tentative*): 12/12/2023

Fund Name: HEALTH

Fund Number: 1159

Location Number: 0000

TRANSFER FROM:

<u>Account Number</u>	<u>Account Description</u>	<u>Amount Requested</u>
17801	Part-Time	\$80,000.00
10101	Health Commisioner	\$5,688.10
10104	Assistant Vital Statistics Reg	\$4,024.16
GRAND TOTAL		\$9,712.26

TRANSFER TO:

<u>Account Number</u>	<u>Account Description</u>	<u>Amount Requested</u>
32410	Personal Health Care	\$89,712.26
GRAND TOTAL		\$9,712.26

GRAND TOTALS MUST MATCH!

Council Staff will notify Department when the approved transfer has been completed.

CASH BALANCE AS OF 11/21/23: \$1,602,213.60

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
<input type="checkbox"/> Fund : 1159											
<input type="checkbox"/> Fund Desc : Health											
<input type="checkbox"/> Loc : 0000											
<input type="checkbox"/> Loc Desc : No Department											
1159	10067	Financial Manager	0.00	50,378.00	0.00	0.00	50,378.00	40,996.20	9,381.80	0.00	18.62%
1159	10101	Health Commissioner	0.00	26,700.00	0.00	(3,554.60)	23,145.40	17,457.30	5,688.10	0.00	24.58%
1159	10102	Administrator	0.00	62,026.00	0.00	2,244.80	64,270.80	56,091.60	8,179.20	0.00	12.73%
1159	10103	Registrar	0.00	41,697.00	0.00	0.00	41,697.00	36,138.20	5,558.80	0.00	13.33%
1159	10104	Assistant Vital Statistics Reg	0.00	36,455.00	0.00	0.00	36,455.00	26,572.00	9,883.00	0.00	27.11%
1159	10105	Assistant Vital Statistics Reg	0.00	38,366.00	0.00	0.00	38,366.00	33,497.80	4,868.20	0.00	12.69%
1159	10109	Waste Water Sanitarian	0.00	46,028.00	0.00	0.00	46,028.00	33,544.00	12,484.00	0.00	27.12%
1159	10110	Waste Water Sanitarian	0.00	52,689.00	0.00	0.00	52,689.00	42,568.40	10,120.60	0.00	19.21%
1159	10111	Environmental Health Specialis	0.00	48,449.00	0.00	0.00	48,449.00	41,182.40	7,266.60	0.00	15.00%
1159	10112	Sr. Community Health Specialis	0.00	50,669.00	0.00	0.00	50,669.00	44,822.40	5,846.60	0.00	11.54%
1159	10113	Food Sanitarian	0.00	46,028.00	0.00	0.00	46,028.00	39,599.70	6,428.30	0.00	13.97%
1159	10114	Food Sanitarian	0.00	48,449.00	0.00	0.00	48,449.00	39,134.20	9,314.80	0.00	19.23%
1159	10116	Chief Food Sanitarian	0.00	50,669.00	0.00	0.00	50,669.00	33,378.22	17,290.78	0.00	34.12%
1159	10117	Sr. Environ Health Specialist	0.00	57,749.00	0.00	0.00	57,749.00	51,085.30	6,663.70	0.00	11.54%
1159	10118	Public Health Coordinator	0.00	48,449.00	0.00	0.00	48,449.00	42,858.20	5,590.80	0.00	11.54%

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
1159	10122	Environmental Hlth Servs Mgr	0.00	54,182.00	0.00	1,309.80	55,491.80	48,912.50	6,579.30	0.00	11.86%
1159	10123	Population Hlth Outreach Mgr	0.00	59,314.00	0.00	0.00	59,314.00	52,469.90	6,844.10	0.00	11.54%
1159	10181	Enviro Health Specialist/Temp	0.00	46,028.00	0.00	0.00	46,028.00	30,189.60	15,838.40	0.00	34.41%
1159	11002	Administrative Assistant	0.00	36,455.00	0.00	0.00	36,455.00	30,778.30	5,676.70	0.00	15.57%
1159	17301	Board Members	0.00	2,800.00	0.00	0.00	2,800.00	466.67	2,333.33	0.00	83.33%
1159	17601	Longevity	0.00	9,400.00	0.00	0.00	9,400.00	7,000.00	2,400.00	0.00	25.53%
1159	17801	Part-Time	0.00	105,000.00	0.00	0.00	105,000.00	15,649.62	89,350.38	0.00	85.10%
1159	17899	Retention Bonus Supplemental	0.00	53,000.00	0.00	(53,000.00)	0.00	0.00	0.00	0.00	0.00%
1159	18001	FT Self Insurance	0.00	228,000.00	0.00	0.00	228,000.00	228,000.00	0.00	0.00	0.00%
1159	18101	FICA	0.00	81,931.00	0.00	(4,054.50)	77,876.50	55,300.55	22,575.95	0.00	28.99%
1159	18201	PERF	0.00	127,911.00	0.00	0.00	127,911.00	104,169.12	23,741.88	0.00	18.56%
1159	20009	Other Automotive	0.00	1,000.00	0.00	0.00	1,000.00	399.01	600.99	0.00	60.10%
1159	20011	Other Supplies	0.00	11,300.00	0.00	0.00	11,300.00	7,070.04	4,229.96	0.00	37.43%
1159	20100	Fuel	0.00	5,000.00	0.00	(1,000.00)	4,000.00	2,002.79	1,997.21	0.00	49.93%
1159	21050	Medical Supplies	0.00	1,000.00	0.00	0.00	1,000.00	33.79	966.21	0.00	96.62%
1159	22210	Education & Public Info	0.00	2,500.00	0.00	0.00	2,500.00	72.50	2,427.50	0.00	97.10%
1159	22211	Environmental Health	0.00	5,250.00	0.00	1,000.00	6,250.00	3,112.68	3,137.32	0.00	50.20%

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
1159	22218	Clothing Allotment	0.00	1,000.00	0.00	0.00	1,000.00	89.98	910.02	0.00	91.00%
1159	26400	Uniforms	0.00	500.00	0.00	0.00	500.00	0.00	500.00	0.00	100.00%
1159	30003	Printing & Subscriptions	0.00	4,200.00	0.00	0.00	4,200.00	3,103.32	1,096.68	0.00	26.11%
1159	30004	Repairs; Equipment/Vehicle	0.00	500.00	0.00	0.00	500.00	0.00	500.00	0.00	100.00%
1159	30006	Contractual	0.00	1,400.00	0.00	9,627.00	11,027.00	7,693.56	3,333.44	0.00	30.23%
1159	30007	Official Bond	0.00	300.00	0.00	0.00	300.00	140.07	159.93	0.00	53.31%
1159	30021	Phones & Pagers	0.00	4,000.00	0.00	0.00	4,000.00	1,659.15	2,340.85	0.00	58.52%
1159	30028	Training/Travel	0.00	22,000.00	0.00	0.00	22,000.00	16,185.18	5,814.82	0.00	26.43%
1159	30041	Software	0.00	25,000.00	0.00	(25,000.00)	0.00	0.00	0.00	0.00	0.00%
1159	30190	Promotion & Advert	0.00	22,000.00	0.00	(10,000.00)	12,000.00	4,914.14	7,085.86	0.00	59.05%
1159	30275	Office Lease	0.00	3,000.00	0.00	0.00	3,000.00	2,481.75	518.25	0.00	17.28%
1159	30801	Postage & Freight	0.00	6,000.00	0.00	0.00	6,000.00	5,517.12	482.88	0.00	8.05%
1159	32401	Assessment	0.00	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	0.00	100.00%
1159	32410	Personal Health Care	10,000.00	227,422.00	0.00	0.00	237,422.00	210,423.28	26,998.72	0.00	11.37%
1159	32411	Accreditation Related Services	0.00	16,000.00	0.00	(9,627.00)	6,373.00	0.00	6,373.00	0.00	100.00%
1159	32412	Vaxcare	0.00	10,000.00	15,000.00	34,000.00	59,000.00	56,418.47	2,581.53	0.00	4.38%
1159	32420	Environmental Health Care	0.00	3,500.00	0.00	0.00	3,500.00	1,801.35	1,698.65	0.00	48.53%
1159	32710	Special Services	0.00	325.00	0.00	0.00	325.00	0.00	325.00	0.00	100.00%

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
1159	32740	Immunization Expense	0.00	168,000.00	0.00	0.00	168,000.00	0.00	168,000.00	0.00	100.00%
1159	33010	Refunds	0.00	800.00	0.00	1,000.00	1,800.00	980.00	820.00	0.00	45.56%
1159	33050	Vehicle Maintenance	0.00	2,000.00	0.00	0.00	2,000.00	1,125.11	874.89	0.00	43.74%
1159	60100	Transfer Out Fund To Fund	0.00	0.00	0.00	0.00	0.00	0.01	(0.01)	0.00	0.00%
			10,000.00	2,054,819.00	15,000.00	(57,054.50)	2,022,764.50	1,477,085.48	545,679.02	0.00	26.98%
			10,000.00	2,054,819.00	15,000.00	(57,054.50)	2,022,764.50	1,477,085.48	545,679.02	0.00	26.98%
			10,000.00	2,054,819.00	15,000.00	(57,054.50)	2,022,764.50	1,477,085.48	545,679.02	0.00	26.98%
			10,000.00	2,054,819.00	15,000.00	(57,054.50)	2,022,764.50	1,477,085.48	545,679.02	0.00	26.98%
			10,000.00	2,054,819.00	15,000.00	(57,054.50)	2,022,764.50	1,477,085.48	545,679.02	0.00	26.98%

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: **HEALTH** MEETING DATE REQUESTED (*Tentative*): **12/12/2023**
Request Presenter(s): **LORI KELLEY** Phone: **812-349-2068**

Was the Council Liaison notified prior to submitting this Agenda Request: **No**

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

Creation of Account Line(s) and/or Additional Appropriation(s)

Fund Name: **[REDACTED]**

Transfer of Funds

Category

Fund Name: **TANF FUTURES**

Fund to Fund

Fund Name A: **[REDACTED]**

Fund Name B: **[REDACTED]**

Salary Ordinance Amendment *Effective Date of Amendment:* **[REDACTED]**

De-Appropriation of Account Lines

Fund Name: **[REDACTED]**

Other (*Specify*) **[REDACTED]**

Narrative: Give a DETAILED SUMMARY explanation for the request (*purpose, action needed, etc.*).

The Monroe County Health Department is requesting a Category Transfer in Fund 8150 TANF Futures in order to balance the account lines. This request will transfer remaining appropriations to bring account lines to \$0 to end the TANF grant cycle.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.

REQUEST FOR A CATEGORY TRANSFER OF APPROPRIATION(S)

*Council recommends making any In-House Transfers **PRIOR** to requesting a Category Transfer.*

DEPARTMENT: HEALTH

MEETING DATE REQUESTED (*Tentative*): 12/12/2023

Fund Name: TANF FUTURES

Fund Number: 8150

Location Number: 9623

TRANSFER FROM:

<u>Account Number</u>	<u>Account Description</u>	<u>Amount Requested</u>
21112	LARC	\$947.36
GRAND TOTAL		947.36

TRANSFER TO:


<u>Account Number</u>	<u>Account Description</u>	<u>Amount Requested</u>
10188	LPN	\$146.46
18101	FICA	\$408.14
18201	PERF	\$392.76
GRAND TOTAL		947.36

GRAND TOTALS MUST MATCH!

Council Staff will notify Department when the approved transfer has been completed.

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
<input type="checkbox"/> Fund : 8150											
<input type="checkbox"/> Fund Desc : TANF Futures 93.558											
<input type="checkbox"/> Loc : 9623											
<input type="checkbox"/> Loc Desc : 2023											
8150	10071	Nurse Practitioner/Adv Pr Nurs	0.00	0.00	40,827.50	0.00	40,827.50	40,827.50	0.00	0.00	0.00%
8150	10187	Clinic Manager	0.00	0.00	16,599.10	0.00	16,599.10	16,599.10	0.00	0.00	0.00%
8150	10188	Licensed Practical Nurse	0.00	0.00	19,118.60	0.00	19,118.60	20,593.30	(1,474.70)	0.00	(7.71%)
8150	17801	Part-Time	0.00	0.00	10,000.00	(1,500.00)	8,500.00	8,766.52	(266.52)	0.00	(3.14%)
8150	18001	FT Self Insurance	0.00	0.00	16,000.00	1,000.00	17,000.00	17,000.00	0.00	0.00	0.00%
8150	18101	FICA	0.00	0.00	6,007.00	0.00	6,007.00	6,415.14	(408.14)	0.00	(6.79%)
8150	18201	PERF	0.00	0.00	10,186.00	500.00	10,686.00	11,078.76	(392.76)	0.00	(3.68%)
8150	20001	Office Supplies	0.00	0.00	1,000.00	0.00	1,000.00	151.02	848.98	0.00	84.90%
8150	20011	Other Supplies	0.00	0.00	2,519.00	304.12	2,823.12	2,823.12	0.00	0.00	0.00%
8150	21050	Medical Supplies	0.00	0.00	1,000.00	(304.12)	695.88	353.44	342.44	0.00	49.21%
8150	21112	L.A.R.C.	0.00	0.00	14,952.04	0.00	14,952.04	11,165.74	3,786.30	0.00	25.32%
8150	38110	Services & Charges	0.00	0.00	8,982.00	0.00	8,982.00	9,224.42	(242.42)	0.00	(2.70%)
			0.00	0.00	147,191.24	0.00	147,191.24	144,998.06	2,193.18	0.00	1.49%
			0.00	0.00	147,191.24	0.00	147,191.24	144,998.06	2,193.18	0.00	1.49%
			0.00	0.00	147,191.24	0.00	147,191.24	144,998.06	2,193.18	0.00	1.49%
			0.00	0.00	147,191.24	0.00	147,191.24	144,998.06	2,193.18	0.00	1.49%

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
			0.00	0.00	147,191.24	0.00	147,191.24	144,998.06	2,193.18	0.00	1.49%



Waggoner • Irwin • Scheele
& Associates INC

MEMORANDUM

DATE: **October 23, 2023**

TO: **Kim Shell, County Council Administrator**

FROM: **Lori Seelen Senior Consultant**

SUBJECT: **New Position Request – Health Department**

As requested, Waggoner, Irwin, Scheele, and Associates (WIS) reviewed the following new position request for the Health Department.

Public Health Liaison

This is a new position request. According to information from the department “due to Opting-in to Health First Indiana and new core service requirements, this position will fulfill the need core services not being met.” A job description has been created and the position will be responsible for providing education and outreach. The position reports directly to the Administrator.

Job duties for the position include: Providing and promoting outreach on public health emergency and infectious disease education; tracking and analyzing public health information, public health threats, emergencies, and infectious disease reporting, monitoring active outbreak case numbers and submitting reports; Assisting clinics that serve the public and school populations; Assisting with public health emergency planning; Assisting community organizations and local schools with emergency response plans and ensuring compliance with infection control, communicable disease reporting, and all-hazard response to health to public health threat plans; Collaborating with Preparedness Coordinator, ensuring compliance with established mutual aid agreements with surrounding counties; Assisting and training public and private organizations in disaster response protocols; Assisting communities affected by natural disasters in finding relief funding, and assistance; Collaborating with community partners to ensure fatality prevention initiatives are implemented; Assisting Health Administration with developing equity-focused fatality prevention strategies addressing disparities in maternal and infant mortality; Assisting with overseeing and ensuring equitable access to vaccines and other medical countermeasures needed in an emergency; Serving as liaison between the Department and external agencies; and Assisting the Environmental Division with outreach and education on safe private well water quality and best practices.

Requirements for the position include: Baccalaureate Degree in related fields of public health, public policy, health science, or nursing, or EMT or LPN certification; and Possession of or ability to obtain and maintain CPR and Basic Life Support (BLS) certifications.

We have assessed this position respective of other positions in the PAT job category and factored the position using the Factor Evaluation System (FES) job classification point-factor guide charts for PAT positions.

Recommendation: We factored the position at 350 PAT factor points. Therefore, if the position is approved, it is recommended the position be classified at PAT B Non-exempt.

**POSITION DESCRIPTION
COUNTY OF MONROE, INDIANA**

POSITION: Public Health Liaison
DEPARTMENT: Health
WORK SCHEDULE: 8:00 a.m. – 4:00 p.m., M-F
JOB CATEGORY: PAT B (*Professional, Administrative, Technological*)

DATE WRITTEN: October 2023 **STATUS:** Full-time
DATE REVISED: **FLSA STATUS:** Non-exempt

To perform this position successfully, an individual must be able to perform each essential function of the position satisfactorily. The requirements listed in this document are representative of the knowledge, skill, and/or ability required. Monroe County provides reasonable accommodations to qualified employees and applicants with known disabilities who require accommodation to complete the application proves or perform essential functions of the job, unless those accommodations would present an undue hardship.

Incumbent serves as Public Health Liaison for the Monroe County Health Department responsible for providing education and outreach.

DUTIES:

Provides, and promotes, outreach on public health emergency and infectious disease education, including public education, school programs, health fairs, and media messaging, and submits reports.

Tracks and analyzes public health information, public health threats, emergencies, and infectious disease reports, and monitors active outbreak case numbers, and submits reports.

Assists clinics that serve the public and school populations.

Assists with public health emergency planning, including assisting with development of emergency and safety preparedness plans, coordinating, and preparing emergency protocols, responding to public health emergencies, and ensuring compliance with regulations.

Assists community organizations and local schools with emergency response plans and ensures compliance with infection control, communicable disease reporting, and all-hazard responses to health to public health threat plans.

Collaborates with Preparedness Coordinator, ensuring compliance with established mutual aid agreements with surrounding counties and participating in state-wide public health training programs and exercises.

May serve as media liaison **including assisting in distribution of press releases to news media, State agencies, and County departments as directed by the Health Administrator.**

Releases for distribution, ordinances, contracts, and resolutions to news media, State agencies, County departments, and for Commissioners' public meetings.

Assists and trains public and private organizations in disaster response protocols. Assists communities affected by natural disasters in finding relief, funding, and assistance.

Collaborates with community partners to ensure fatality prevention initiatives are implemented in the local community. Assists Health Administration with developing equity-focused fatality prevention strategies addressing disparities in maternal and infant mortality.

Collects and compiles data for all department's programs and provides detailed reports.

Assists with overseeing and ensuring equitable access to vaccines and other medical countermeasures needed in an emergency.

May serve as point of contact and liaison between Incident Command Participants.

Serves as liaison between the Department and external agencies.

Assists the Environmental Division with outreach and education on safe private well water quality and best practices.

Performs related duties as assigned.

I. JOB REQUIREMENTS:

Baccalaureate Degree in related fields of public health, public policy, health science, or nursing or EMT or LPN certifications.

Ability to meet all hiring and retention requirements, including passage of a drug test and background check.

Possession of or ability to obtain and maintain CPR and Basic Life Support (BLS) certifications.

Working knowledge of and ability to make practical applications of health emergencies, and infectious diseases.

Working knowledge of maternal and infant mortality disparities.

Working knowledge of equity-focused fatality prevention strategies.

Working knowledge of basic computer skills including word processing, spreadsheet, email, and Department-specific software applications with ability to apply such knowledge to a variety of interrelated processes, tasks, and operations.

Working knowledge of standard English grammar, spelling, and punctuation and ability to prepare correspondence and written reports as required.

Ability to properly operate standard office equipment, including computer, telephone, calculator, and printer.

Ability to and knowledge of data collection and clinical care.

Ability to rationally and collected in emergency situations.

Ability to provide public access to or maintain confidentiality of Department information and records according to state requirements including HIPAA regulations.

Ability to comply with all employer and Department policies and work rules, including, but not limited to, attendance, safety, drug-free workplace, and personal conduct.

Ability to effectively communicate orally and in writing with co-workers, other County departments, various organizations, schools, and the public, including being sensitive to professional ethics, gender, cultural diversities, and disabilities.

Ability to compile, collate, and classify data.

Ability to work alone with minimum supervision and with others in a team environment, work on several tasks at the same time, and work rapidly for long periods, occasionally under time pressure.

Ability to understand, memorize, retain, and carry out written and oral instructions.

Ability to plan and present public speaking presentations.

Ability to plan and layout assigned work projects and apply knowledge of people and locations.

Ability to count, compute, and make arithmetic calculations.

Ability to read and interpret professional journals, infectious disease references, and emergency preparedness manuals.

Ability to testify in legal proceedings and court.

Ability to occasionally work extended hours, evenings, and weekends, and travel out of town for training, sometimes overnight, and occasionally respond to emergencies on 24- hour basis and on call an on rotation basis.

Possession of a valid driver's license with a demonstrated safe driving record.

II. DIFFICULTY OF WORK:

Incumbent's assignments are guided by definite objectives using a variety of methods or procedures. Plan and arrange own work and only refer to supervisor for unusual matters, such as policy interpretations.

III. RESPONSIBILITY:

Incumbent is responsible for proper completion of assigned tasks where desired results are clearly indicated. On rare occasions, decisions are made in the absence of specific policies and procedures, and/or guidance from supervisor. Work is reviewed primarily for adherence to instructions and guidelines, compliance with Department policy and legal requirements, technical accuracy, and attainment of goals and objectives.

IV. PERSONAL WORK RELATIONSHIPS:

Incumbent maintains frequent communication with co-workers, other County departments, various organizations, schools, and the public, for the purposes of exchanging information, instruct, and rendering services.

Incumbent reports directly to Administrator.

V. PHYSICAL EFFORT AND WORK ENVIRONMENT:

Incumbent performs a variety of duties in a standard office environment including sitting/walking at will, sitting/standing/walking for long periods, lifting/carrying objects weighing over 50 pounds, bending/crouching/kneeling, reaching, pushing/pulling objects, walking on uneven terrain, may work in extreme temperatures, work near fumes, odors, dust, dirt, noisy environment, in confined areas, in high places, close/far vision color/depth perception, hearing sounds/communication, speaking clearly, keyboarding, driving, and handling/grasping/fingering objects. Incumbent may wear proactive clothing or equipment.

Incumbent is occasionally required to work extended hours, evenings, and weekends, and travel out of town for training, sometimes overnight, and occasionally required to respond to emergencies on 24-hour basis and on call an on rotation basis.

APPLICANT/EMPLOYEE ACKNOWLEDGMENT

The job description for the position of Public Health Liaison for the Monroe County Health Department describes the duties and responsibilities for employment in this position. I acknowledge that I have received this job description and understand that it is not a contract of employment. I am responsible for reading this job description and complying with all job duties, requirements and responsibilities contained herein, and any subsequent revisions.

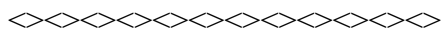
Is there anything that would keep you from meeting the job duties and requirements as outlined?

Yes _____ No _____

Applicant/Employee signature

Date

Type or Print name



I have reviewed the job duties, requirements and responsibilities contained herein with the employee.

Department Head/Supervisor signature

Date

Type or Print name



Waggoner • Irwin • Scheele
& Associates INC

MEMORANDUM

DATE: October 23, 2023
TO: Kim Shell, County Council Administrator
FROM: Lori Seelen and Addie Rooker
SUBJECT: Classification Request – Clerk

As requested, Waggoner, Irwin, Scheele, and Associates (WIS) performed a desk audit and reviewed the job description and classification request for the Clerk’s Elections Supervisor.

Elections Supervisor

As requested by the County, a phone desk audit was conducted on July 12, 2023 with the Clerk’s Chief Deputy and County Attorney. The purpose of the audit was to verify the duties and responsibilities of the Elections Supervisor position. Information provided during the audit stated that the position has been vacant since February 2023 due to the low pay, and the Chief Deputy has taken on the duties of the position. The position is currently classified as COMOT C Non-exempt. The job description has been updated and the position is responsible for supervising and overseeing the operations of elections and registration, ensuring registration activities, recordkeeping, and services comply with state and local policies and regulations. Incumbent reports directly to the Clerk and/or Chief Deputy.

The job duties of the position have been revised, clarified, and updated to better reflect the responsibilities of the position. According to the desk audit the position is directly responsible for supervising 2 full-time and 2 part-time staff members; Coordinating election database setup and testing; Maintaining voter registration database; Designing, printing, and proofing ballots pursuant to Indiana election law; Notifying candidates and office holders of upcoming state deadlines; Keeping candidate records orderly and properly destroying records as per state’s course of action; Maintaining list of all city, county, state, and federal elected officials; and performing recount duties as required.

Job requirements for this position have been updated from: High school diploma or HSE to Associate’s degree with additional training and coursework in business administration, or a related field supplemented by up to two years of previous experience and/or training involving voter registration or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job; and Bachelor’s degree preferred.

We have assessed this position respective of other positions in both the COMOT and PAT job categories and re-factored the position using the Factor Evaluation System (FES) job classification point-factor guide charts for PAT and COMOT positions.

Recommendation: The department is requesting the position be reclassified to PAT B or C in order to set a higher salary that will attract an applicant willing to work in a high stress position. However, the scope of duties and responsibilities fit best within the COMOT job category. We factored the position at 520 COMOT factor points. Therefore, it is recommended the position be reclassified at COMOT D Non-exempt.

**POSITION DESCRIPTION
COUNTY OF MONROE, INDIANA**

POSITION: Elections Supervisor
DEPARTMENT: County Clerk
WORK SCHEDULE: As Assigned
WEEKLY HOURS: 35 Hours
JOB CATEGORY: COMOT D (*Computer, Office Machine Operation, Technician*)

DATE WRITTEN: January 2011 **STATUS:** Full-time
DATE REVISED: February 2021, October 2023 **FLSA STATUS:** Non-exempt

To perform this position successfully, an individual must be able to perform each essential function of the position satisfactorily. The requirements listed in this document are representative of the knowledge, skill, and/or ability required. Monroe County provides reasonable accommodations to qualified employees and applicants with known disabilities who require accommodation to complete the application process or perform essential functions of the job unless those accommodations would present an undue hardship.

Incumbent serves as Elections Supervisor for the Monroe County Clerk's Office and Voter Registration Department, responsible for supervising and overseeing the operations of elections and registration for the county while ensuring registration activities, recordkeeping, and services comply with state and local policies and regulations.

DUTIES:

Supervises assigned personnel, including orienting new subordinates in the department, analyzing staffing needs, recommending increases/decreases in staff, assisting in interviewing applicants for job openings, providing training, making hiring recommendations, and keeping supervisor and staff updated of organizational developments as needed.

Plans, directs, and supervises the daily activities of the Elections Division, election night operations, and post-election activities for County Elections, including recounts, answers inquiries, providing information, and resolving complaints regarding election operations and logistics.

Coordinates election database setup and testing and maintains voter registration database, including issuing and accepting voter registration affidavits, entering voter registrations into SVRS computer system, conducting voter file purges, preparing Reports of Registrations for the Secretary of State, researching potential registration fraud for referral to District Attorney and Secretary of State, and maintaining voter history files.

Provides laptops, registration e-books, IT support, forms, supplies and signage to each polling location on Election Day. Delivers, sets up and retrieves voting equipment for each polling location. Tests voting equipment and programs and ballot tabulation equipment prior to each election.

Supervises, trains, directs, and coordinates trainers, employees and procedures in the areas of Early Voting and Election Day poll worker recruitment and training, polling location identification sites and logistics, Absentee Overseas and Military voting, Absentee Mail voting, and Absentee In-Person voting, and voter and community outreach in compliance with State laws.

Designs, prints, and proofs ballots pursuant to Indiana election law. Verifies signatures on vote-by-mail ballots and initiative petitions and certifying results to state. Ensures accuracy of hard cards, mail ballots, sample ballots, and sample labeling, assists in developing election calendars, and monitors details to ensure that deadlines are met.

Notifies candidates and office holders of upcoming state deadlines by email, telephone, and letter. Supports all the candidates, PACs, and committees by providing forms, guidelines, and assistance in their process. Processes all Campaign Finance Reports for candidates, PACs, and committees. Keeps track of deadlines, reports missed deadlines to County Election Board.

Implements and maintains internal procedures, recommends and changes procedures to maintain an effective workflow process, and provides technical experience with on-line computer systems. Generates election reports as required by management and Indiana Election Division.

Maintains permanent, military, and overseas absent voter database, processing absentee ballot applications and verifying validity of returned duplicates, damaged, and provisional ballots, performing absentee ballot reconciliation, and researching potential voter fraud for referral to District Attorney.

Implements security measures and ensures a safe and secure election including securing election equipment and ballots in a locked capacity and reporting any security breach to Secretary of State as required.

Maintain convenient and accessible polling places for Early Voting and Election Day ensuring all polling sites are HAVA compliant. Finds new polling sites to present to county election board when needed. Recruits and trains poll workers for Early Voting and Election Day.

Maintains voter registration records through SVRS including transfers, deaths, BMV records, merges, and verifying new addresses.

Verifies local, state, and federal petition signatures, and addresses, and are registered voters for initiative and candidate qualifying petitions. Keeps candidate records orderly. Properly destroys records as per the state's course of action. Provides local candidate information to the public.

Keeps an accurate list of all city, county, state, and federal elected officials updating for caucuses and working with party chairs for results of caucus procedures. Prepares and prints oaths of office and certification of elections for every advancing candidate.

Works with the County GIS Coordinator, County Surveyor, Ellettsville Town Planner, County Attorney, and City GIS Manager to coordinate maps and county app. Establishes precinct boundaries as required by law, and appropriately assigns voters to precincts.

Monitors changes in laws, legal requirements, and services affecting division operations, working with Chief Deputy and County Clerk to effectively assess operations and develop, revise, and implement new procedures accordingly.

Keeps track of office supplies and working with election vendors to maintain inventory.

Conducts weekly staff meetings, state and local election board meetings, facilitating roll call and taking minutes at election meetings as assigned.

Attends Board of Commissioner meetings and state and local election board meetings.

Speaks to schools, and other community organizations on election processes and attends community events to register voters and provides election information.

Performs related duties as assigned.

I. JOB REQUIREMENTS AND DIFFICULTY OF WORK:

Associate's degree required with additional training and course work in business administration, or a related field supplemented by up to two years of previous experience and/or training involving voter registration or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job. Bachelor's degree preferred.

Thorough knowledge of standard policies, practices, and legal requirements of the Clerk's Office and civil operations, with ability to effectively maintain general operations, respond to inquiries, take payments, and design and apply appropriate procedures accordingly.

Knowledge of legal terminology and standard policies and procedures concerning preparation and filing of court documents, with ability to effectively retrieve, update, and review department files for accuracy and completeness.

Working knowledge of standard bookkeeping and receipting procedures, with ability to perform arithmetic calculations and maintain accurate accounts and records as required.

Ability to perform the statutory duties as prescribed for the County Clerk's Office as authorized by the Clerk.

Working knowledge of Standard English grammar, spelling and punctuation, and ability to prepare correspondence, court/legal documents, and written reports as required.

Ability to properly operate standard office equipment, such as computer, calculator, telephone, copier, microfilm reader, and fax machine.

Ability to supervise personnel, including orienting new subordinates in the department, analyzing staffing needs, recommending increases/decreases in staff, assisting in interviewing applicants for job openings, providing training, making hiring recommendations, and keeping supervisor and staff updated of organizational developments as needed.

Ability to effectively communicate orally and in writing with co-workers, other County departments, court personnel, State Health Department, and the public, including being sensitive to professional ethics, gender, cultural diversities, and disabilities.

Ability to provide public access to or maintain confidentiality of Department information and records according to state requirements.

Shall comply with all employer and Department policies and work rules, including, but not limited to, attendance, safety, drug-free workplace, and personal conduct.

Ability to competently serve the public with diplomacy and respect, including occasional encounters with irate/hostile persons.

Ability to compile, analyze, evaluate data, and make determinations.

Ability to understand, memorize, retain, and carry out written or oral instructions and present findings in oral or written form.

Ability to file, post, mail materials, and maintain accurate and organized records and files.

Ability to work alone with minimum supervision and with others in a team environment, often under time pressure, and on several tasks at the same time.

Ability to occasionally work extended hours and travel out of town for training/conferences sometimes overnight and responding to emergencies for elections on a 24-hour basis.

II. RESPONSIBILITY:

Incumbent performs duties according to a formal schedule with priorities primarily determined by supervisor and service needs of the public. Assignments are guided by broad policies and/or general objectives, with incumbent referring to supervisor when interpretations of departmental policies and procedures are thought necessary. Incumbents' work is reviewed primarily for compliance with departmental policy and legal requirements. Unusual circumstances or developments are discussed with supervisor.

III. PERSONAL WORK RELATIONSHIPS:

Incumbent maintains contact with co-workers, other County departments, court personnel, State Health Department, and the public for purposes of exchanging information, rendering service, and resolving problems.

Incumbent reports directly to the Monroe County Clerk and/or Chief Deputy.

IV. PHYSICAL EFFORT AND WORK ENVIRONMENT:

Incumbent performs duties in a standard office environment, involving sitting for long periods, sitting/walking at will, lifting/carrying objects weighing up to 50 pounds, bending, reaching, crouching/kneeling, keyboarding, close vision, speaking clearly, hearing sounds/communication, and handling/grasping/fingering objects. Incumbent maintains considerable contact with the public and may be exposed to irate/hostile persons.

Incumbent is occasionally required to work extended hours and travel out of town for training/conferences sometimes overnight and required to respond to emergencies for elections on a 24-hour basis.

APPLICANT/EMPLOYEE ACKNOWLEDGMENT

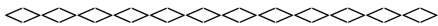
The job description for the position of Election Supervisor for the Monroe County Clerk's Office describes the duties and responsibilities for employment in this position. I acknowledge that I have received this job description, and understand that it is not a contract of employment. I am responsible for reading this job description and complying with all job duties, requirements and responsibilities contained herein, and any subsequent revisions.

Is there anything that would keep you from meeting the job duties and requirements as outlined?
Yes _____ No _____

Applicant/Employee signature

Date

Type or Print name



I have reviewed the job duties, requirements and responsibilities contained herein with the employee.

Department Head/Supervisor signature

Date

Type or Print name

Salary Compensation

Estimated Fiscal Impact

2023 Budget

		<u>ACCOUNT LINES</u>
FT Insurance:	12,000	18001
FICA:	7.65%	18101
PERF:	14.20%	18201
Longevity:	Varies	17601

Department: Clerk - Election Board Fund
Account Line: 1215-12002-0062
Position Title: Election Supervisor
Hours per Week: 35 **FLSA Status:** Non-Exempt

Remaining Payroll Claims
2
EFFECTIVE DATE
11/19/2023
PROPOSED FISCAL IMPACT
\$ 154.00
\$ 12.00
\$ 22.00
\$ -
\$ 188.00

Hourly Base Rate	\$20.62 Current	\$21.72 REQUESTED	2023
Classification	COMOT C	COMOT D	TOTAL YEAR
Grid Level	Minimum	Minimum	FISCAL IMPACT
Salary	\$ 37,529.00	\$ 39,531.00	\$ 2,002.00
Insurance	\$ 12,000.00	\$ 12,000.00	\$ -
FICA	\$ 2,871.00	\$ 3,025.00	\$ 154.00
PERF	\$ 5,330.00	\$ 5,614.00	\$ 284.00
Longevity			\$ -
TOTALS	\$ 57,730.00	\$ 60,170.00	\$ 2,440.00

Fiscal Impact

The above fiscal impact total is based on a full year of service. The final amount will be prorated depending on the **Effective Date** of change.

2024 BUDGET

Hourly Base Rate	\$24.14 Current	\$25.39 REQUESTED	2024
Classification	COMOT C	COMOT D	TOTAL YEAR
Grid Level	1-Year	1-Year	FISCAL IMPACT
Salary	\$ 43,935.00	\$ 46,210.00	\$ 2,275.00
Insurance	\$ 12,500.00	\$ 12,500.00	\$ -
FICA	\$ 3,362.00	\$ 3,536.00	\$ 174.00
PERF	\$ 6,239.00	\$ 6,562.00	\$ 323.00
Longevity	\$200.00	\$200.00	\$ -
TOTALS	\$ 66,236.00	\$ 69,008.00	\$ 2,772.00

Remaining Payroll Claims
26
EFFECTIVE DATE
12/17/2023
PROPOSED FISCAL IMPACT
\$ 2,275.00
\$ 174.00
\$ 323.00
\$ -
\$ 2,772.00

Fiscal Impact

The above fiscal impact total is based on a full year of service. The final amount will be prorated depending on the **Effective Date** of change.



MONROE COUNTY COUNCIL
AGENDA REQUEST
(Review form before completing)

DEPARTMENT: Prosecutor

TODAY'S DATE: 09/11/2023

CONTACT PERSON(S): Beth Hamlin

PHONE: (812) 349-2064 EMAIL: bhamlin@co.monroe.in.us

PURPOSE OF REQUEST:

- Creation of New Fund/Account Line(s)
Additional Appropriation(s)
Transfer of Funds
Amend Salary Ordinance

Other (specify)

Please give a THOROUGH narrative explanation of the request (purpose of the request and action needed by Council).

Explanation:

This is a request to create a new location number for grant tracking purposes, and to appropriate renewed STOP grant funding, for grant number STOP-2023-00004. The funds will pay a portion of salary and benefits for a full time Sex Crimes DPA specialist, a full time Domestic Violence DPA specialist, and a part time assistant to the Special Victims Unit.

This is a request to appropriate STOP grant funding for the time period 10/1/2022 - 9/30/23. Total funding for this contract is \$117,553.30. A match of \$39,412.34 is required and is paid by way of the balance of salary and benefits for these positions. The match is paid out of the Public Safety LIT fund.

I have not yet received a copy of a grant award letter or grant agreement from Indiana Criminal Justice Institute. I have received approval of these funds within the grant software. If the Council wishes to make this appropriation contingent on the receipt of the award letter and/or grant agreement, our department would not object.

Complete only the pages below that correspond to the above selected request.

Save entire request to your file and then forward completed request to the Council Office.

**CREATION OF FUND/ACCOUNT LINE(S)
with ADDITIONAL APPROPRIATION(S) *(if needed)***

DEPARTMENT: Prosecutor

TODAY'S DATE: 09/11/2023

FUND NAME: STOP Grant

FUND: 8123

LOCATION: 9624

ACCOUNT NUMBER(S)	ACCOUNT DESCRIPTION(S)	APPROPRIATION(S)
13425	Sex Crimes DPA	\$ 44,263.65
13015	Domestic Violence DPA	\$ 44,263.65
17801	Part Time	\$ 11,700.00
18101	FICA	\$ 6,066.00
18201	PERF	\$ 11,260.00
GRAND TOTAL		\$ 117,552.00

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

Cash Balance as of 9/22/2023: (\$38,009.67)

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
☐ Fund : 8123											
☐ Fund Desc : STOP Grant 16.588											
☐ Loc : 9623											
☐ Loc Desc : 2023											
8123	13015	Deputy Prosecutor-Dom Violence	29,965.42	0.00	0.00	0.00	29,965.42	29,965.42	0.00	0.00	0.00%
8123	13425	Dep. Pros-Felony Sex Crimes	32,619.44	0.00	0.00	0.00	32,619.44	32,619.44	0.00	0.00	0.00%
8123	17801	Part-Time	11,384.10	0.00	0.00	0.00	11,384.10	0.00	11,384.10	0.00	100.00%
8123	18101	FICA	4,696.28	0.00	0.00	0.00	4,696.28	4,696.28	0.00	0.00	0.00%
8123	18201	PERF	8,776.09	0.00	0.00	0.00	8,776.09	8,776.09	0.00	0.00	0.00%
			87,441.33	0.00	0.00	0.00	87,441.33	76,057.23	11,384.10	0.00	13.02%
			87,441.33	0.00	0.00	0.00	87,441.33	76,057.23	11,384.10	0.00	13.02%
			87,441.33	0.00	0.00	0.00	87,441.33	76,057.23	11,384.10	0.00	13.02%
			87,441.33	0.00	0.00	0.00	87,441.33	76,057.23	11,384.10	0.00	13.02%
			87,441.33	0.00	0.00	0.00	87,441.33	76,057.23	11,384.10	0.00	13.02%

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: SHERIFF MEETING DATE REQUESTED (Tentative):
Request Presenter(s): RUBEN MARTE Phone:

Was the Council Liaison notified prior to submitting this Agenda Request: No

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

Creation of Account Line(s) and/or Additional Appropriation(s)

Fund Name:

Transfer of Funds

Category

Fund Name: Public Safety LIT- Sheriff

Fund to Fund

Fund Name A:

Fund Name B:

Salary Ordinance Amendment Effective Date of Amendment:

De-Appropriation of Account Lines

Fund Name:

Other (Specify)

Narrative: Give a DETAILED SUMMARY explanation for the request (purpose, action needed, etc.).

Requesting a category transfer in 1170-0005 to cover for the remainder of the 2023 budget.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.

REQUEST FOR A CATEGORY TRANSFER OF APPROPRIATION(S)

*Council recommends making any In-House Transfers **PRIOR** to requesting a Category Transfer.*

DEPARTMENT: SHERIFF MEETING DATE REQUESTED (*Tentative*): _____
 Fund Name: ~~AGO VEHICLE AND EQUIPMENT/K9~~ PS LIT
 Fund Number: 11701170-0005 Location Number: 0005

TRANSFER FROM:

<u>Account Number</u>	<u>Account Description</u>	<u>Amount Requested</u>
47100	AGO-VEHICLE AND EQUIPMENT / K9 Equipment- Law Enforcement	10000.00
GRAND TOTAL		10,000.00

TRANSFER TO:

<u>Account Number</u>	<u>Account Description</u>	<u>Amount Requested</u>
17102	DEPUTY OVERTIME	10000.00
GRAND TOTAL		10,000.00

GRAND TOTALS MUST MATCH!

Council Staff will notify Department when the approved transfer has been completed.

CASH BALANCE AS OF 11/21/23: \$2,768,240.13

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
<input type="checkbox"/> Fund : 1170											
<input type="checkbox"/> Fund Desc : Public Safety LIT											
<input type="checkbox"/> Loc : 0005											
<input type="checkbox"/> Loc Desc : Sheriff Dept											
1170	10011	Voter Registration Clerk	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
1170	10013	Voter Registration Clerk	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
1170	10032	Deputy 4	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
1170	10033	Deputy 5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
1170	10034	Merit Deputy	0.00	63,877.00	0.00	9,589.00	73,466.00	64,988.80	8,477.20	0.00	11.54%
1170	10035	Deputy 7	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
1170	10036	Deputy 8	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
1170	10037	Deputy 9	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
1170	10039	Deputy 10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
1170	10167	Merit Deputy-Detective	0.00	63,877.00	0.00	9,589.00	73,466.00	64,988.80	8,477.20	0.00	11.54%
1170	10168	Merit Deputy	0.00	61,423.00	0.00	9,214.00	70,637.00	62,486.40	8,150.60	0.00	11.54%
1170	10169	Merit Deputy	0.00	58,344.00	0.00	(58,254.20)	89.80	0.00	89.80	0.00	100.00%
1170	10170	Merit Deputy	0.00	58,344.00	0.00	8,759.00	67,103.00	59,358.40	7,744.60	0.00	11.54%
1170	10171	Merit Deputy	0.00	61,423.00	0.00	(4,000.00)	57,423.00	48,902.40	8,520.60	0.00	14.84%
1170	10172	Merit Deputy	0.00	63,877.00	0.00	7,522.00	71,399.00	62,921.60	8,477.40	0.00	11.87%

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
1170	10173	Merit Deputy	0.00	66,332.00	0.00	9,942.00	76,274.00	67,472.80	8,801.20	0.00	11.54%
1170	10174	Merit Deputy	0.00	61,423.00	0.00	8,400.00	69,823.00	61,671.36	8,151.64	0.00	11.67%
1170	10175	Merit Deputy	0.00	61,423.00	0.00	9,214.00	70,637.00	62,486.40	8,150.60	0.00	11.54%
1170	10681	Administrative Coordinator	0.00	49,567.00	0.00	0.00	49,567.00	43,847.20	5,719.80	0.00	11.54%
1170	15133	Sergeant	0.00	68,682.00	0.00	(4,000.00)	64,682.00	55,510.40	9,171.60	0.00	14.18%
1170	15134	Sergeant	0.00	71,324.00	0.00	11,328.00	82,652.00	72,921.60	9,730.40	0.00	11.77%
1170	15135	Sergeant	0.00	71,324.00	0.00	(4,000.00)	67,324.00	57,729.60	9,594.40	0.00	14.25%
1170	15161	Administrative Coordinator	0.00	47,653.00	0.00	0.00	47,653.00	42,154.40	5,498.60	0.00	11.54%
1170	15162	Administrative Coordinator	0.00	45,282.00	0.00	0.00	45,282.00	39,504.80	5,777.20	0.00	12.76%
1170	15400	Animal Management Officer	0.00	41,912.00	0.00	0.00	41,912.00	37,076.00	4,836.00	0.00	11.54%
1170	17020	Detective & Canine Ofr Supp	0.00	1,400.00	0.00	1,881.20	3,281.20	2,742.65	538.55	0.00	16.41%
1170	17102	Deputies Overtime	0.00	27,000.00	0.00	10,000.00	37,000.00	33,763.83	3,236.17	0.00	8.75%
1170	17104	Clerical Overtime	0.00	5,000.00	0.00	(400.00)	4,600.00	1,282.11	3,317.89	0.00	72.13%
1170	17105	Animal Overtime	0.00	2,200.00	0.00	(1,000.00)	1,200.00	226.72	973.28	0.00	81.11%
1170	17106	Officer In Charge Supplemental	0.00	0.00	0.00	750.00	750.00	750.00	0.00	0.00	0.00%
1170	17203	Shift Pay	0.00	20,100.00	0.00	(4,000.00)	16,100.00	13,485.00	2,615.00	0.00	16.24%
1170	17208	Uniforms	0.00	22,400.00	0.00	(1,214.00)	21,186.00	17,600.00	3,586.00	0.00	16.93%

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
1170	17212	Education Incentive-Merit Dep	0.00	20,000.00	0.00	(7,000.00)	13,000.00	12,500.00	500.00	0.00	3.85%
1170	17601	Longevity	0.00	10,600.00	0.00	0.00	10,600.00	7,200.00	3,400.00	0.00	32.08%
1170	17899	Retention Bonus Supplemental	0.00	32,000.00	0.00	(32,000.00)	0.00	0.00	0.00	0.00	0.00%
1170	18001	FT Self Insurance	0.00	204,000.00	0.00	0.00	204,000.00	204,000.00	0.00	0.00	0.00%
1170	18004	Sheriff Pension	0.00	12,500.00	0.00	(12,320.00)	180.00	0.00	180.00	0.00	100.00%
1170	18101	FICA	0.00	88,495.00	0.00	(2,448.00)	86,047.00	72,603.81	13,443.19	0.00	15.62%
1170	18201	PERF	0.00	27,210.00	0.00	0.00	27,210.00	23,300.83	3,909.17	0.00	14.37%
1170	20008	Animal Control Equipment	0.00	8,275.00	0.00	0.00	8,275.00	367.00	7,908.00	0.00	95.56%
1170	20011	Other Supplies	0.00	10,000.00	0.00	0.00	10,000.00	978.34	9,021.66	0.00	90.22%
1170	22633	Supplies-Search & Rescue	0.00	2,500.00	0.00	0.00	2,500.00	39.55	2,460.45	0.00	98.42%
1170	23901	Deputy Equipment	0.00	53,000.00	0.00	0.00	53,000.00	21,746.11	31,253.89	0.00	58.97%
1170	30013	Professional Services	0.00	2,200.00	0.00	0.00	2,200.00	350.00	1,850.00	0.00	84.09%
1170	30028	Training/Travel	0.00	8,000.00	0.00	0.00	8,000.00	4,808.10	3,191.90	0.00	39.90%
1170	38011	Repair-Search & Rescue	0.00	2,500.00	0.00	0.00	2,500.00	556.00	1,944.00	0.00	77.76%
1170	40021	Equipment-Search & Rescue	0.00	15,000.00	0.00	0.00	15,000.00	5,176.83	9,823.17	0.00	65.49%
1170	47100	Equipment - Law Enforcement	0.00	20,000.00	0.00	0.00	20,000.00	0.00	20,000.00	0.00	100.00%
			0.00	1,610,467.00	0.00	(34,448.00)	1,576,019.00	1,327,497.84	248,521.16	0.00	15.77%

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
			0.00	1,610,467.00	0.00	(34,448.00)	1,576,019.00	1,327,497.84	248,521.16	0.00	15.77%
			0.00	1,610,467.00	0.00	(34,448.00)	1,576,019.00	1,327,497.84	248,521.16	0.00	15.77%
			0.00	1,610,467.00	0.00	(34,448.00)	1,576,019.00	1,327,497.84	248,521.16	0.00	15.77%
			0.00	1,610,467.00	0.00	(34,448.00)	1,576,019.00	1,327,497.84	248,521.16	0.00	15.77%

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Sheriff MEETING DATE REQUESTED (Tentative): 11/28/23
Request Presenter(s): Ruben Marte Phone:

Was the Council Liaison notified prior to submitting this Agenda Request: Yes

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

Creation of Account Line(s) and/or Additional Appropriation(s)

Fund Name:

Transfer of Funds

Category

Fund Name: General - Sheriff

Fund to Fund

Fund Name A:

Fund Name B:

Salary Ordinance Amendment Effective Date of Amendment:

De-Appropriation of Account Lines

Fund Name:

Other (Specify)

Narrative: Give a DETAILED SUMMARY explanation for the request (purpose, action needed, etc.).

Requesting a transfer in 1000-0005 to cover the remainder of the budget for 2023.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.

REQUEST FOR A CATEGORY TRANSFER OF APPROPRIATION(S)

*Council recommends making any In-House Transfers **PRIOR** to requesting a Category Transfer.*

DEPARTMENT: Sheriff

MEETING DATE REQUESTED (*Tentative*): 11/28/2023

Fund Name: General- SHeriff

Fund Number: 1000

Location Number: 0005

TRANSFER FROM:

<u>Account Number</u>	<u>Account Description</u>	<u>Amount Requested</u>
20100	Fuel	30,000
GRAND TOTAL		

TRANSFER TO:

<u>Account Number</u>	<u>Account Description</u>	<u>Amount Requested</u>
10153	Merit Deputy	544
15178	Merit Deputy	435
17102	Deputy Overtime	20,000
30025	Maintenance	5,021
31580	Professional Evaluations	4,000
GRAND TOTAL		30,000.00

GRAND TOTALS MUST MATCH!

Council Staff will notify Department when the approved transfer has been completed.

CASH BALANCE AS OF 11/21/23: \$18,965,788.16

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
<input type="checkbox"/> Fund : 1000											
<input type="checkbox"/> Fund Desc : County General											
<input type="checkbox"/> Loc : 0005											
<input type="checkbox"/> Loc Desc : Sheriff Dept											
1000	10005	Merit Deputy	0.00	61,423.00	0.00	9,214.00	70,637.00	62,486.40	8,150.60	0.00	11.54%
1000	10011	Voter Registration Clerk	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
1000	10013	Voter Registration Clerk	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
1000	10031	Deputy 3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
1000	10032	Deputy 4	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
1000	10033	Deputy 5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
1000	10034	Merit Deputy	0.00	61,423.00	0.00	(5,300.00)	56,123.00	56,065.92	57.08	0.00	0.10%
1000	10035	Deputy 7	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
1000	10036	Deputy 8	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
1000	10037	Deputy 9	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
1000	10039	Deputy 10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
1000	10040	Deputy 11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
1000	10041	Deputy 12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
1000	10046	Deputy 14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
1000	10047	Deputy 15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpnd Balance	Encumbrance	Unexpnd Pct
1000	10048	Deputy 16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
1000	10153	Merit Deputy	0.00	61,423.00	0.00	6,494.00	67,917.00	60,310.40	7,606.60	0.00	11.20%
1000	10154	Merit Deputy-Canine Unit	0.00	63,877.00	0.00	9,589.00	73,466.00	64,988.80	8,477.20	0.00	11.54%
1000	10155	Merit Deputy-Detective	0.00	63,877.00	0.00	9,589.00	73,466.00	64,988.80	8,477.20	0.00	11.54%
1000	10156	Merit Deputy	0.00	56,493.00	0.00	10,608.00	67,101.00	59,358.40	7,742.60	0.00	11.54%
1000	10157	Merit Deputy	0.00	61,423.00	0.00	9,214.00	70,637.00	62,486.40	8,150.60	0.00	11.54%
1000	10158	Merit Deputy	0.00	61,423.00	0.00	9,214.00	70,637.00	62,486.40	8,150.60	0.00	11.54%
1000	10159	Merit Deputy	0.00	63,877.00	0.00	(22,900.00)	40,977.00	40,971.20	5.80	0.00	0.01%
1000	10160	Merit Deputy	0.00	61,423.00	0.00	9,214.00	70,637.00	62,486.40	8,150.60	0.00	11.54%
1000	10161	Merit Deputy	0.00	61,423.00	0.00	9,214.00	70,637.00	62,486.40	8,150.60	0.00	11.54%
1000	10162	Merit Deputy	0.00	68,162.00	0.00	10,234.00	78,396.00	69,349.60	9,046.40	0.00	11.54%
1000	10163	Merit Deputy-Detective	0.00	63,877.00	0.00	9,590.00	73,467.00	64,988.80	8,478.20	0.00	11.54%
1000	10164	Merit Deputy	0.00	63,877.00	0.00	9,589.00	73,466.00	64,988.80	8,477.20	0.00	11.54%
1000	10165	Merit Deputy	0.00	58,344.00	0.00	8,757.00	67,101.00	59,358.40	7,742.60	0.00	11.54%
1000	10166	Merit Deputy	0.00	63,877.00	0.00	(52,500.00)	11,377.00	11,302.40	74.60	0.00	0.66%
1000	11000	Elected Official	0.00	165,276.00	0.00	5,951.00	171,227.00	150,668.36	20,558.64	0.00	12.01%
1000	12000	Chief Deputy	0.00	88,234.00	0.00	12,063.60	100,297.60	88,724.80	11,572.80	0.00	11.54%

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
1000	12170	Merit Deputy	0.00	68,162.00	0.00	10,234.00	78,396.00	69,349.60	9,046.40	0.00	11.54%
1000	15110	Civil Process Server	0.00	43,262.00	0.00	(2,100.00)	41,162.00	35,851.11	5,310.89	0.00	12.90%
1000	15120	Civil Process Server	0.00	44,936.00	0.00	0.00	44,936.00	39,750.90	5,185.10	0.00	11.54%
1000	15130	Captain of Operations	0.00	83,906.00	0.00	11,192.00	95,098.00	84,124.80	10,973.20	0.00	11.54%
1000	15132	Evidence Technician/CSI	0.00	58,844.00	0.00	0.00	58,844.00	52,053.60	6,790.40	0.00	11.54%
1000	15136	Detective Sergeant	0.00	71,324.00	0.00	10,712.00	82,036.00	72,569.60	9,466.40	0.00	11.54%
1000	15137	Sergeant	0.00	73,300.00	0.00	11,024.00	84,324.00	74,593.60	9,730.40	0.00	11.54%
1000	15138	Lieutenant	0.00	75,754.00	0.00	11,378.00	87,132.00	77,077.60	10,054.40	0.00	11.54%
1000	15139	Sergeant-Canine Unit	0.00	68,682.00	0.00	10,317.00	78,999.00	69,883.20	9,115.80	0.00	11.54%
1000	15140	Sergeant	0.00	68,682.00	0.00	10,317.00	78,999.00	69,883.20	9,115.80	0.00	11.54%
1000	15141	Detective Lieutenant	0.00	75,754.00	0.00	11,378.00	87,132.00	77,077.60	10,054.40	0.00	11.54%
1000	15142	Lieutenant	0.00	79,976.00	0.00	3,932.00	83,908.00	74,225.60	9,682.40	0.00	11.54%
1000	15143	Lieutenant	0.00	72,967.00	0.00	10,941.00	83,908.00	74,225.60	9,682.40	0.00	11.54%
1000	15160	Administrative Data Analyst	0.00	54,392.00	0.00	0.00	54,392.00	48,116.00	6,276.00	0.00	11.54%
1000	15161	Administrative Coordinator	0.00	47,539.00	0.00	0.00	47,539.00	42,053.20	5,485.80	0.00	11.54%
1000	15162	Administrative Coordinator	0.00	43,371.00	0.00	0.00	43,371.00	38,366.30	5,004.70	0.00	11.54%
1000	15163	Administrative Coordinator	0.00	43,371.00	0.00	0.00	43,371.00	38,366.30	5,004.70	0.00	11.54%

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
1000	15164	Administrative Coord-Records	0.00	49,567.00	0.00	0.00	49,567.00	43,847.20	5,719.80	0.00	11.54%
1000	15165	Administrative Coordinator	0.00	45,282.00	0.00	0.00	45,282.00	40,056.80	5,225.20	0.00	11.54%
1000	15166	Administrative Coord-IDACS	0.00	47,539.00	0.00	(12,499.60)	35,039.40	30,184.00	4,855.40	0.00	13.86%
1000	15167	Administrative Coordinator	0.00	39,622.00	0.00	0.00	39,622.00	35,049.70	4,572.30	0.00	11.54%
1000	15177	Merit Deputy	0.00	63,877.00	0.00	9,589.00	73,466.00	64,988.80	8,477.20	0.00	11.54%
1000	15178	Merit Deputy	0.00	58,344.00	0.00	7,089.00	65,433.00	57,390.83	8,042.17	0.00	12.29%
1000	15179	Merit Deputy	0.00	63,877.00	0.00	(63,000.00)	877.00	0.00	877.00	0.00	100.00%
1000	15180	Merit Deputy	0.00	58,344.00	0.00	(58,000.00)	344.00	0.00	344.00	0.00	100.00%
1000	15181	Administrative Coordinator	0.00	43,371.00	0.00	0.00	43,371.00	37,722.30	5,648.70	0.00	13.02%
1000	15182	Merit Deputy	0.00	58,344.00	0.00	8,757.00	67,101.00	59,358.40	7,742.60	0.00	11.54%
1000	16000	Financial Director	0.00	63,108.00	0.00	0.00	63,108.00	55,825.60	7,282.40	0.00	11.54%
1000	17020	Detective & Canine Ofr Supp	0.00	9,800.00	0.00	(2,500.00)	7,300.00	6,655.20	644.80	0.00	8.83%
1000	17101	Overtime	0.00	0.00	0.00	10,000.00	10,000.00	7,372.79	2,627.21	0.00	26.27%
1000	17102	Deputies Overtime	0.00	80,000.00	0.00	8,000.00	88,000.00	91,879.74	(3,879.74)	0.00	(4.41%)
1000	17104	Clerical Overtime	0.00	20,000.00	0.00	0.00	20,000.00	9,011.14	10,988.86	0.00	54.94%
1000	17106	Officer In Charge Supplemental	0.00	10,000.00	0.00	(9,590.00)	410.00	350.00	60.00	0.00	14.63%
1000	17203	Shift Pay	0.00	32,000.00	0.00	(3,000.00)	29,000.00	24,490.00	4,510.00	0.00	15.55%

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
1000	17205	Field Training Officer Pay	0.00	11,200.00	0.00	(1,616.40)	9,583.60	9,416.82	166.78	0.00	1.74%
1000	17206	Training Instructors	0.00	8,000.00	0.00	833.40	8,833.40	8,833.40	0.00	0.00	0.00%
1000	17207	Specialty Units	0.00	12,000.00	0.00	500.00	12,500.00	12,500.00	0.00	0.00	0.00%
1000	17208	Uniforms	0.00	65,600.00	0.00	(9,000.00)	56,600.00	54,400.00	2,200.00	0.00	3.89%
1000	17212	Education Incentive-Merit Dep	0.00	29,000.00	0.00	(2,378.00)	26,622.00	25,500.00	1,122.00	0.00	4.21%
1000	17301	Board Members	0.00	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	0.00	100.00%
1000	17302	Crossing Guard	0.00	13,000.00	0.00	(3,000.00)	10,000.00	7,425.00	2,575.00	0.00	25.75%
1000	17601	Longevity	0.00	40,300.00	0.00	0.00	40,300.00	31,900.00	8,400.00	0.00	20.84%
1000	17801	Part-Time	0.00	75,000.00	0.00	(37,344.00)	37,656.00	30,697.98	6,958.02	0.00	18.48%
1000	17802	Part-Time (Sheriff's Deputy)	0.00	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	0.00	100.00%
1000	17899	Retention Bonus Supplemental	0.00	93,000.00	0.00	(93,000.00)	0.00	0.00	0.00	0.00	0.00%
1000	18001	FT Self Insurance	0.00	552,000.00	0.00	0.00	552,000.00	552,000.00	0.00	0.00	0.00%
1000	18004	Sheriff Pension	0.00	851,020.00	0.00	0.00	851,020.00	851,020.00	0.00	0.00	0.00%
1000	18101	FICA	0.00	262,062.00	0.00	(7,114.50)	254,947.50	215,651.93	39,295.57	0.00	15.41%
1000	18201	PERF	0.00	91,478.00	0.00	0.00	91,478.00	78,145.55	13,332.45	0.00	14.57%
1000	20001	Office Supplies	0.00	15,000.00	0.00	652.48	15,652.48	9,676.66	5,975.82	0.00	38.18%
1000	20007	Other Supplies - Canine	0.00	1.00	0.00	0.00	1.00	0.00	1.00	0.00	100.00%

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpnd Balance	Encumbrance	Unexpnd Pct
1000	20011	Other Supplies	0.00	1,100.00	0.00	0.00	1,100.00	0.00	1,100.00	0.00	100.00%
1000	20100	Fuel	0.00	250,000.00	0.00	0.00	250,000.00	192,826.89	57,173.11	0.00	22.87%
1000	21003	Computer Supplies	0.00	6,000.00	0.00	4,000.00	10,000.00	9,812.92	187.08	0.00	1.87%
1000	21124	Safety Supplies/Equipment	0.00	8,500.00	0.00	0.00	8,500.00	5,477.90	3,022.10	0.00	35.55%
1000	24900	Ammo/Film Processing	0.00	5,100.00	0.00	(4,000.00)	1,100.00	0.00	1,100.00	0.00	100.00%
1000	30003	Printing & Subscriptions	0.00	4,500.00	0.00	2,000.00	6,500.00	6,310.31	189.69	0.00	2.92%
1000	30025	Maintenance	0.00	18,000.00	0.00	0.00	18,000.00	16,555.40	1,444.60	0.00	8.03%
1000	30028	Training/Travel	0.00	45,000.00	0.00	650.00	45,650.00	30,683.11	14,966.89	0.00	32.79%
1000	30800	Postage	0.00	10,000.00	0.00	0.00	10,000.00	6,952.82	3,047.18	0.00	30.47%
1000	31510	Litigation/Settlement/Mediation	0.00	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	0.00	100.00%
1000	31530	Film Processing	0.00	1,020.00	0.00	0.00	1,020.00	0.00	1,020.00	0.00	100.00%
1000	31540	General Communication Serv	0.00	65,600.00	0.00	0.00	65,600.00	57,181.34	8,418.66	0.00	12.83%
1000	31580	Professional Evaluations	0.00	6,000.00	0.00	3,200.00	9,200.00	9,193.30	6.70	0.00	0.07%
1000	31590	Dictaphone	0.00	10,000.00	0.00	(5,200.00)	4,800.00	715.00	4,085.00	0.00	85.10%
1000	35800	Vet Care	0.00	2,500.00	0.00	0.00	2,500.00	1,640.23	859.77	0.00	34.39%
			0.00	5,635,510.00	0.00	(98,812.02)	5,536,697.98	4,994,763.55	541,934.43	0.00	9.79%
			0.00	5,635,510.00	0.00	(98,812.02)	5,536,697.98	4,994,763.55	541,934.43	0.00	9.79%
			0.00	5,635,510.00	0.00	(98,812.02)	5,536,697.98	4,994,763.55	541,934.43	0.00	9.79%

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
			0.00	5,635,510.00	0.00	(98,812.02)	5,536,697.98	4,994,763.55	541,934.43	0.00	9.79%
			0.00	5,635,510.00	0.00	(98,812.02)	5,536,697.98	4,994,763.55	541,934.43	0.00	9.79%

CASH BALANCE AS OF 11-17-2023: \$22,645,260.31

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
☐ Fund : 8950											
☐ Fund Desc : American Rescue Plan Act Fund											
☐ Loc : 0000											
☐ Loc Desc : No Department											
8950	18101	FICA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
8950	19900	ARPA Retention Bonus	1,282,650.00	0.00	0.00	0.00	1,282,650.00	1,184,427.78	98,222.22	0.00	7.66%
8950	29000	ARPA Sharps Disposal Boxes	0.00	0.00	55,000.00	(55,000.00)	0.00	0.00	0.00	0.00	0.00%
8950	29001	ARPA Gun Safes	0.00	0.00	40,000.00	0.00	40,000.00	0.00	40,000.00	0.00	100.00%
8950	36704	ARPA Sojourn House Renov Proj	164,000.00	0.00	0.00	0.00	164,000.00	0.00	164,000.00	0.00	100.00%
8950	36705	ARPA COVID Vaccine Incentive	466,552.00	0.00	0.00	(466,552.00)	0.00	0.00	0.00	0.00	0.00%
8950	36706	ARPA Osage Place	1,773,076.00	0.00	0.00	0.00	1,773,076.00	0.00	1,773,076.00	0.00	100.00%
8950	36707	ARPA Wastewater Monitoring	91,000.00	0.00	0.00	0.00	91,000.00	3,500.00	87,500.00	0.00	96.15%
8950	36708	ARPA Childcare	300,000.00	0.00	725,000.00	(725,000.00)	300,000.00	300,000.00	0.00	0.00	0.00%
8950	36709	ARPA Rural Housing Repair	0.00	0.00	400,000.00	0.00	400,000.00	0.00	400,000.00	0.00	100.00%
8950	36710	ARPA Septic Assistance	0.00	0.00	420,000.00	0.00	420,000.00	0.00	420,000.00	0.00	100.00%
8950	36711	ARPA Fairground Wireless (LR)	0.00	0.00	48,677.00	0.00	48,677.00	48,677.00	0.00	0.00	0.00%
8950	36712	ARPA Community Asst-Foundatio n	0.00	0.00	1,200,000.00	0.00	1,200,000.00	0.00	1,200,000.00	0.00	100.00%

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpnd Balance	Encumbrance	Unexpnd Pct
8950	36713	ARPA Perm Sup Housing Initativ	0.00	0.00	500,000.00	0.00	500,000.00	0.00	500,000.00	0.00	100.00%
8950	36714	ARPA Program Support	0.00	0.00	116,450.00	0.00	116,450.00	29,770.03	86,679.97	0.00	74.44%
8950	36715	ARPA IU Disability Survey (LR)	0.00	0.00	83,000.00	0.00	83,000.00	12,799.35	70,200.65	0.00	84.58%
8950	36716	ARPA Karst Wireless (LR)	0.00	0.00	75,000.00	0.00	75,000.00	0.00	75,000.00	0.00	100.00%
8950	37418	ARPA Bicentennial Pathway (LR)	0.00	0.00	755,900.00	(688,700.00)	67,200.00	34,294.63	32,905.37	0.00	48.97%
8950	37419	ARPA Bicen. Non-Match (LR)	0.00	0.00	0.00	688,700.00	688,700.00	507,211.56	181,488.44	0.00	26.35%
8950	37486	ARPA Pantry 279 (Food)	0.00	0.00	65,000.00	0.00	65,000.00	65,000.00	0.00	0.00	0.00%
8950	37487	ARPA HHFB (Food)	0.00	0.00	100,000.00	0.00	100,000.00	100,000.00	0.00	0.00	0.00%
8950	37488	ARPA Community Kitchen (Food)	0.00	0.00	400,000.00	0.00	400,000.00	0.00	400,000.00	0.00	100.00%
8950	37489	ARPA People's Market (Food)	0.00	0.00	48,000.00	0.00	48,000.00	0.00	48,000.00	0.00	100.00%
8950	37491	ARPA Smart Start (CF)	0.00	0.00	200,000.00	0.00	200,000.00	0.00	200,000.00	0.00	100.00%
8950	48000	ARPA Brine System	260,531.97	0.00	0.00	(45,471.14)	215,060.83	215,060.83	0.00	0.00	0.00%
8950	48001	ARPA Rural Transit (Buses)	540,000.00	0.00	0.00	0.00	540,000.00	540,000.00	0.00	0.00	0.00%
8950	48002	ARPA HHFB (Trailer)	30,000.00	0.00	0.00	0.00	30,000.00	30,000.00	0.00	0.00	0.00%
8950	48003	ARPA MFPD (Ambulances & Equip)	1,217,970.00	0.00	0.00	0.00	1,217,970.00	371,805.92	846,164.08	0.00	69.47%
8950	48004	ARPA Conv Center Improve (LR)	0.00	0.00	1,059,000.00	0.00	1,059,000.00	0.00	1,059,000.00	0.00	100.00%

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpended Balance	Encumbrance	Unexpended Pct
8950	48005	ARPA Solar Projects (LR)	0.00	0.00	1,011,571.00	0.00	1,011,571.00	0.00	1,011,571.00	0.00	100.00%
8950	48006	ARPA Paving/Drainage Projects	0.00	0.00	1,271,136.00	0.00	1,271,136.00	776,062.21	495,073.79	0.00	38.95%
8950	48007	ARPA Summit Hill Child Care	0.00	0.00	700,000.00	0.00	700,000.00	0.00	700,000.00	0.00	100.00%
			6,125,779.97	0.00	9,273,734.00	(1,292,023.14)	14,107,490.83	4,218,609.31	9,888,881.52	0.00	70.10%
			6,125,779.97	0.00	9,273,734.00	(1,292,023.14)	14,107,490.83	4,218,609.31	9,888,881.52	0.00	70.10%
			6,125,779.97	0.00	9,273,734.00	(1,292,023.14)	14,107,490.83	4,218,609.31	9,888,881.52	0.00	70.10%
			6,125,779.97	0.00	9,273,734.00	(1,292,023.14)	14,107,490.83	4,218,609.31	9,888,881.52	0.00	70.10%
			6,125,779.97	0.00	9,273,734.00	(1,292,023.14)	14,107,490.83	4,218,609.31	9,888,881.52	0.00	70.10%

Rural Transit, the non-urban public transit provider in Monroe County and three other counties, has provided door-to-door service for over 35 years. The Monroe County Commissioners receive the INDOT 5311 Program grant, which provides grant reimbursement for up to 50% of the net operating expenses (i.e. total expenses minus fares, program income, in-kind). The contract with Area 10 Agency on Aging to operate and manage the program as a subrecipient. Rural Transit is the public transportation provider for all, not just older adults and individuals with disabilities.

Historically, Rural Transit (RT) has provided door-to-door trips, on a first come first served basis, to anyone city to county, county to city, within the county and beyond. We have individuals traveling to other counties, including Indianapolis, for medical appointments, for example, or Crane for employment. Bloomington Transit (BPTC) is the designated public transit provider for the urbanized area, which is defined by the Census every 10 years. BPTC receives the 5307 Program Urban grant from FTA. Both 5311 and 5307 grants are formula grants, which include population in the service area as part of the equation. The population outside of the city limits but included in the urbanized area (and formula) is 28% of the total. Here is a direct link to the FTA map.

<https://usdot.maps.arcgis.com/apps/mapviewer/index.html?webmap=519396edf206454a8acc3ec0e052a382> You'll need to drill down to the Bloomington area on the map and also choose layers on the side legend, 2020 UZA.

INDOT's consultants analyzed our trips December 2022 to May 2023 and show about 60% of the urban-to-urban trips that Rural Transit provided started or ended in Ellettsville. The original trip data was for April-September 2022 and it had a different distribution:

Period	Total Trips	Urban to Urban	Ellettsville PU or DO
April-Sept 2022	6047**	3952 (65.35%)	1711 (43.92% of UA)
Dec22-May2023	6112	4093 (66.96%)	2444 (59.71% of UA)

**these trips did not exclude cancelled trips, which would have reduced the total, and theoretically all other categories proportionally, by 16.5%.

Because FTA provides 5307 grant funds to BPTC for the urbanized area, they do not allow 5311 grant funds to be used for transportation within that same area, meaning urban to urban trips. RT's practice had always been to provide city to county and county to city, which has included trips with both pick and drop off within the federally defined urbanized area. This year INDOT notified RT that we no longer can provide those urban to urban trips after 12/31/2023. INDOT also faced this issue with Indianapolis (IndyGo) and surrounding counties' 5311 transit programs. They worked through that separation prior to the pandemic, where IndyGo decided to subcontract with those 5311 programs to continue providing their urban to urban trips and have those trips paid by IndyGo through use of their 5307 grant funds, and likely state Public Mass Transit Funds (PMTF). When approached about this situation by INDOT, Bloomington Transit decided it was not in their best interest to contract with Rural Transit for these trips. That was communicated on 5/30/2023, which is when the information was shared with the county leaders.

The County convened several meetings with RT, BPTC and included some Ellettsville Town Council representation, as well as City of Bloomington (Mayor), and BPTC Board. These were intended to move forward options for BPTC to commit to provide transit service after 12/31/2023, in order for no service to be lost to residents. BPTC made clear they had to first receive legal authority from the Bloomington City Council to expand services beyond the city's boundary. This group believed once that was secured BPTC would return to the group with a cost proposal of service delivery in order for the group to determine feasibility for paying and next steps. On August 9th, the City Council presented and approved ordinance 23-15 which gave BPTC authority to expand their service *county wide*, not just their designated urban area, which Area 10 and RT strongly oppose. Area 10 communicated directly to all City Council members prior to the 8/9 meeting and included a board resolution specifying the distinction to allow BPTC the option to provide transit services within the urbanized area, not county-wide. Area 10 was not notified about the 8/9 meeting or agenda item to be discussed.

After the 8/9 decision, there was no follow up from BPTC regarding plans for expanding beyond the city, possibility for covering the urban to urban trips after 12/31/2023, or cost considerations. The County learned on 11/3/2023 morning that BPTC was holding a board work session to discuss this issue that day at 12:30 p.m. County Attorney Jeff Cockerill and Commissioner Julie Thomas were able to quickly attend. At that work session, scenarios were presented by BPTC staff to the board, including desire to pursue a possible county wide sales tax to generate additional revenue only to BPTC for transportation services. In lieu of that, at a minimum they presented an option of expanding their BT Access paratransit service to cover the urban to urban area after 12/31/2023, for those that have the medical qualification, and the possibility of contracting with Uber and/or Lyft for the mobile riders. The full cost of the service, estimated at \$39/trip and 8,000 trips per year, would be about \$312,000. The 8,000 trips are based on the prior year's trip data and usage. Note, BPTC is not proposing to apply any of their 5307 Program grant funds to offset any of the costs of providing this service. Also note that BPTC has received for decades their 5307 grant allocation based on the full urbanized area population and only chooses to use all of those grant funds to subsidize transportation within the city of Bloomington limits.

With BPTC not applying any 5307 grant funds, their full cost would need to be paid by the County, Town of Ellettsville and any other potential funders with an interest in continuing to provide public transportation to residents in this urban to urban area. RT has verified with INDOT that they can operate a parallel transit service to continue providing those urban to urban areas, if the full cost of that service is covered by non-5311 grant funds and the vehicles used are 100% locally funded. If the County and Town wish to continue service to residents past 12/31/2023 and utilize RT, they could use the recently purchased electric transit vans for this parallel service. The full cost of service is estimated at \$27.41 per trip, at 8,000 trips would be \$220,513 for a full year. Service would be tracked and billed monthly based on usage.

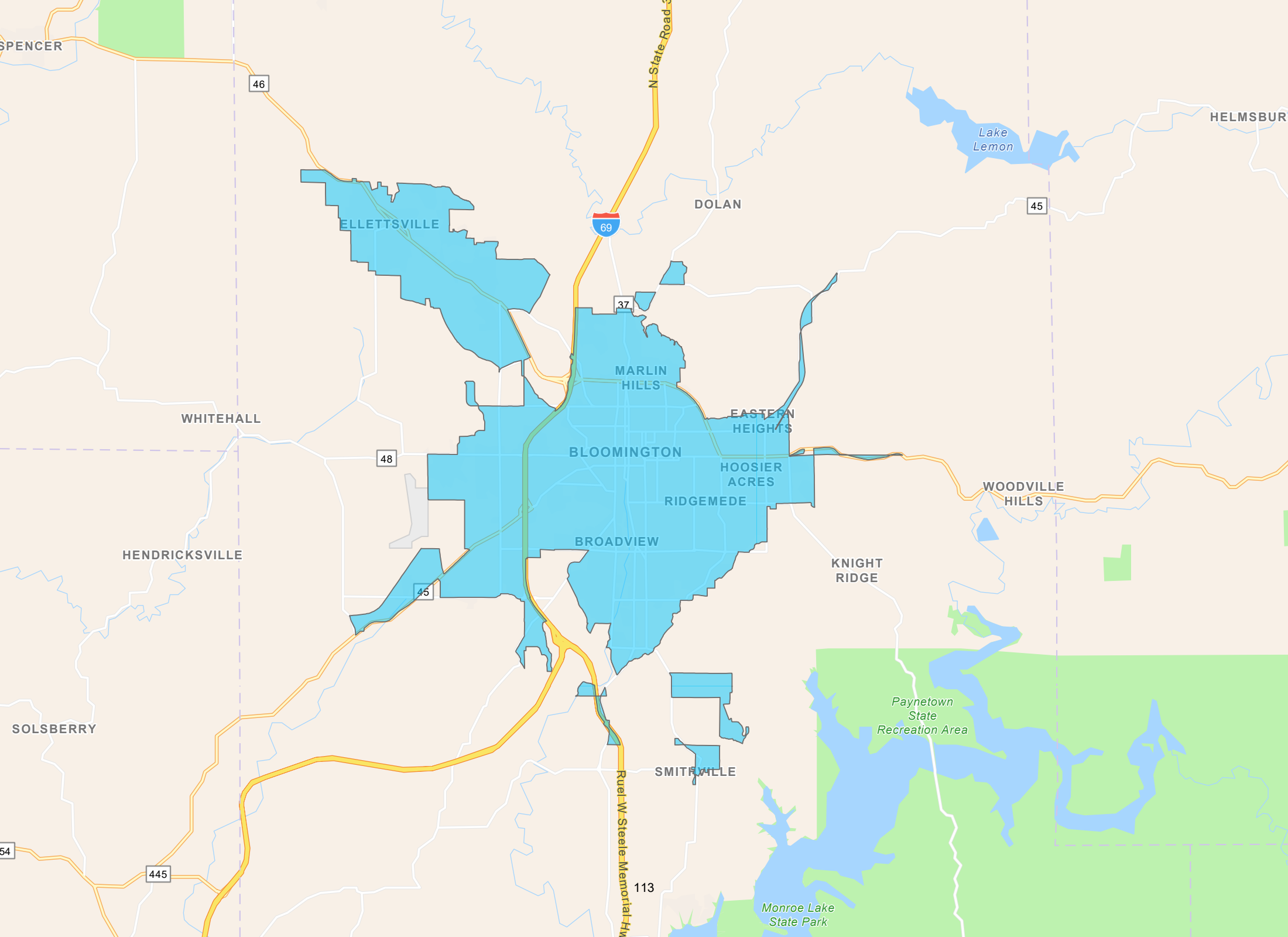
Essentially there are three options for decision:

- 1) No action for funding any urban to urban trips. Residents lose public transit options after 12/31/2023, until some potential future time when alternative funding (through government contracts to transit provider or designated new countywide tax) is secured.

- 2) County and Town commit to funding BPTC at their full cost rate of \$39 per trip to support BT Access and a combination of Uber/Lyft contracts. Est Total: \$312,000
- 3) County and Town commit to funding RT at their full cost rate of \$27.41 per trip to support door-to-door services for any person in urban to urban area. Est Total: \$220,513
- 4) Based on the past year's data, 60% of the urban to urban trips have started and/or ended in the Town of Ellettsville, as extracted by trip data using GPS coordinates.

Attachments:

- FTA Census map in PDF
- Area 10 Board resolution to City Council
- City Council ordinance from 8/9/2023
- RT letter sent to all riders who had urban to urban trips in the past year, mailed 10/6/2023.



SPENCER

46

69

N State Road 37

DOLAN

Lake Lemon

HELMSBUR

45

ELLETTSVILLE

37

MARLIN HILLS

EASTERN HEIGHTS

WHITEHALL

48

BLOOMINGTON

HOOSIER ACRES

WOODVILLE HILLS

RIDGEMEDE

HENDRICKSVILLE

45

BROADVIEW

KNIGHT RIDGE

SOLSBERRY

Paynetown State Recreation Area

54

445

SMITHVILLE

Ruel W. Steele Memorial Hwy

113

Monroe Lake State Park



AREA 10

AGENCY ON AGING

631 W. Edgewood Drive, Ellettsville, IN 47429 Phone: (812) 876-3383 Fax: (812) 876-9922 www.area10agency.org

WHEREAS,

The Area 10 Agency on Aging has been the designated Rural Transit public transportation service provider in Monroe County for 40 years, receiving FTA Program 5311 (non-urban transit) pass-through funding. The service area has always been city to county or county to city, due to Bloomington Transit's designation as the urban transit provider for the Bloomington urbanized area (UA).

WHEREAS,

Area 10's Rural Transit received direction from INDOT in April 2023 that we would no longer be allowed to provide transit trips that had both pick up and drop off within the urbanized area beginning January 1, 2024.

WHEREAS,

Bloomington Transit receives the FTA Program 5307 urbanized transit program grant funding for the Bloomington urbanized area and has only served the City of Bloomington boundaries, as limited by their founding City Council authorization.

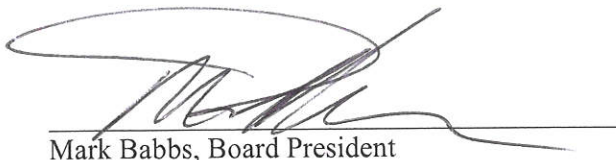
WHEREAS,

Many residents live within the urbanized area outside of the City of Bloomington who rely on Rural Transit for their transportation needs and will need to have replacement services after January 1, 2024.

BE IT THEREFORE RESOLVED:

1. Area 10 Agency on Aging's Board of Directors supports the City Council's authorization of Bloomington Transit's service area to extend to the full urbanized area as defined by the most recent U.S. Census, not the entire county.
2. Area 10 supports continued collaboration between the Bloomington Transit and Rural Transit systems, as historically has been the case, through reasonably available means like free transfer passes and coordinated transfers.
3. Area 10 Agency's Board does not support any potential supplanting of transportation services throughout Monroe County outside of the urbanized area.

Adopted on July 28, 2023, by full Area 10 Board of Directors. Signed by:



Mark Babbs, Board President



MEMO FROM COUNCIL OFFICE ON:

Ordinance 23-15 – To Amend Title 2 of the Bloomington Municipal Code Entitled “Administration and Personnel” - Re: Amending 2.76.040 Entitled “Boundaries” to Expand the Service Area of the Bloomington Public Transportation Corporation

Synopsis

This ordinance is sponsored by Councilmember Volan. It would authorize Bloomington Transit to expand services within the boundaries of Monroe County through appropriate interlocal agreement(s) that specify exact areas and funding mechanisms for those services.

Relevant Materials

- Ordinance 23-15
- Memo from Bloomington Transit Board of Directors to Common Council dated July 20, 2023
- Bloomington Transit Board of Directors Resolution 23-14
- Letter from Bloomington Transit Board of Directors to Mayor dated June 5, 2023
- Bloomington Transit Full System Map
- Selected pages from Transform BT – Strategic Plan for Bloomington Transit

Summary

Ordinance 23-15 would approve of Bloomington Transit expanding its services outside of the city limits to serve locations within Monroe County. Indiana Code [36-9-4-29.4](#) provides that a public transportation corporation may provide regularly scheduled passenger service or demand responsive service outside of the system’s operational boundaries if the following conditions are met:

- (1) The legislative body approves of any expansion of service outside the municipality's corporate boundaries.
- (2) The expanded service is reasonably required to do any of the following:
 - (A) Enhance employment opportunities in the new service area or the existing service area.
 - (B) Serve persons who are elderly, persons with a disability, or other persons who are in need of public transportation.
- (3) With certain exceptions, the expanded service does not extend beyond the boundary of the county in which the corporation is located.



On July 18, 2023, Bloomington Transit’s Board of Directors unanimously adopted a resolution (included in this packet) requesting that the Common Council consider extending the service area for Bloomington Transit throughout the county. The Board of Directors found that such an expansion of service would enhance education and employment opportunities and would also serve persons who are in need of public transportation, including the elderly and persons with a disability. The Board of Directors set forth additional reasons supporting a service area expansion in both a memo to the Council and a letter to Mayor Hamilton, both of which are included herein.

At its January 2023 meeting, Bloomington Transit’s Board of Directors approved of a strategic plan, ***Transform BT***, intended to guide decision-making of Bloomington Transit over the next 5-7 years. The full strategic plan is available at Bloomington Transit’s website: <https://bloomingtontransit.com/transformbt/>.

The strategic plan sets out various goals and related objectives that are relevant to this ordinance:

Goal 1: Serving customers

Objectives:

- Make service more dependable, convenient, and useful.
- Expand service area and work with partners to make our service more effective.

Goal 2: Innovation

Objective:

- Adopt innovative practices that make BPTC more efficient and effective.

Goal 5: Community and Equity

Objectives:

- Align service and fees with the needs of people who rely on transit.
- Support the region’s economic development.

The strategic plan also includes a number of initiatives, which are then supported by several strategies. Of note here is:

Initiative 1: Partnerships and Engagement

Strategy 1.1: Remove barriers to allow Bloomington Transit to provide service throughout Monroe County.

Bloomington Municipal Code [2.76.040](#) currently provides that the boundaries of the Bloomington Public Transportation Corporation shall be coterminous with the boundaries of the city of Bloomington. Existing Bloomington Transit routes are shown on the Full System Map, which is included in this packet. Ordinance 23-15 would add the following new sentence to this section of code:



City of Bloomington Indiana

City Hall | 401 N. Morton St. | Post Office Box 100 | Bloomington, Indiana 47402

Office of the Common Council | (812) 349-3409 | Fax: (812) 349-3570 | email: council@bloomington.in.gov

Pursuant to Indiana Code 36-9-4-29.4, the Bloomington Public Transportation Corporation is authorized to expand its services outside the city's corporate boundaries provided that the expanded services do not extend beyond the boundaries of the county of Monroe.

If a service area expansion is approved, Bloomington Transit's Board of Directors would still, under Indiana Code [36-9-4-35.1](#), determine all rates, routings, and hours and standards of service, subject to regulation by the state.

The ordinance recognizes and sets forth the expectation that an extension of services outside of city limits would need to be supported through funding sources other than city funds or tax revenues already generated from city residents. Funding arrangements would need to be determined through interlocal agreements between the relevant entities and Bloomington Transit's Board of Directors.

The ordinance sets forth an expectation that such agreements would address the specific areas of extended transit services and the funding mechanisms for those services, which should reflect the overall cost to city residents of funding the Bloomington Public Transportation Corporation. Because of this, there is no anticipated impact to city revenues, expenditures, or debt obligations directly tied to the passage of this ordinance.

Contact

Councilmember Stephen Volan, volans@bloomington.in.gov, 812-349-3409

John Connell, General Manager of Bloomington Transit,
john.connell@bloomingtontransit.com, 812-3325688

ORDINANCE 23-15

**TO AMEND TITLE 2 OF THE BLOOMINGTON MUNICIPAL CODE ENTITLED
ADMINISTRATION AND PERSONNEL” - Re: Amending 2.76.040 Entitled “Boundaries” to
Expand the Service Area of the Bloomington Public Transportation Corporation**

- WHEREAS, in 1982, the Bloomington Common Council (“Council”) adopted Ordinance 82-41, thereby creating the Bloomington Public Transportation Corporation, specifying the number of directors for the corporation, and setting forth the boundaries of the corporation, all of which is codified in Bloomington Municipal Code (“BMC”) Chapter 2.76; and
- WHEREAS, BMC 2.76.040, entitled “Boundaries”, provides that the boundaries of the Bloomington Public Transportation Corporation shall be coterminous with the boundaries of the city of Bloomington; and
- WHEREAS, Indiana Code § 36-9-4-35.1 states that the board of directors of a public transportation corporation may determine, among other things, the rates, routings, and hours and standards of service for the transportation system; and
- WHEREAS, Indiana Code 36-9-4-29.4 provides that a public transportation corporation may provide regularly scheduled passenger service to specifically designated locations outside the system’s operational boundaries if certain conditions are met, including:
- (1) The legislative body of the municipality approves any expansion of the service outside the municipality's corporate boundaries.
 - (2) The expanded service is reasonably required to do any of the following:
 - (A) Enhance employment opportunities in the new service area or the existing service area.
 - (B) Serve persons who are elderly, persons with a disability, or other persons who are in need of public transportation.
 - (3) With certain exceptions, the expanded service does not extend beyond the boundary of the county in which the corporation is located; and
- WHEREAS, on July 18, 2023, the Bloomington Public Transportation Corporation Board of Directors adopted its Resolution 23-14 to express support for the extension of Bloomington Transit services outside the city boundaries and extending throughout Monroe County; and
- WHEREAS, city and county residents would benefit if the public transportation services of the Bloomington Public Transportation Corporation were extended beyond the city limits of Bloomington, Indiana to the boundaries of Monroe County; and
- WHEREAS, such an extension of service would increase participation in public transit, would accordingly reduce demand for private car transportation and reduce the greater community's carbon footprint, would enhance employment opportunities in the new service area and existing service area, would serve persons who are in need of public transportation, including the elderly and persons with a disability, and would provide a blueprint for greater regional cooperation in public transit provision;
- WHEREAS, the Council expects that Bloomington Transit and the city administration will pursue any needed interlocal cooperation agreements with Monroe County or other entities necessary to finance the service expansion contemplated by Bloomington Transit; and
- NOW THEREFORE, BE IT HEREBY ORDAINED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

SECTION 1. The Bloomington Common Council approves of the Bloomington Public Transportation Corporation expanding its services outside the corporate boundaries of the city of Bloomington provided that the expanded service does not extend beyond the boundary of Monroe County.

SECTION 2. Bloomington Municipal Code Section 2.76.040, entitled "Boundaries" shall be amended by inserting "Pursuant to Indiana Code 36-9-4-29.4, the Bloomington Public Transportation Corporation is authorized to expand its services outside the city's corporate boundaries provided that the expanded services do not extend beyond the boundaries of the county of Monroe" as the last sentence so that the revised section reads as follows:

That the boundaries of the Bloomington Public Transportation Corporation shall be coterminous with the boundaries of the city of Bloomington. A map showing such boundaries shall be prepared and certified by the transportation and traffic engineer and shall be available for public inspection in his or her office. Pursuant to Indiana Code 36-9-4-29.4, the Bloomington Public Transportation Corporation is authorized to expand its services outside the city's corporate boundaries provided that the expanded services do not extend beyond the boundaries of the county of Monroe.

SECTION 3. Any expansion of services outside of the city limits shall be funded through sources of revenue other than city funds or tax revenues already paid by city residents to the Bloomington Public Transportation Corporation, and any resulting interlocal agreements shall be equitable in relation to the level of support city residents already provide to the Bloomington Public Transportation Corporation.

SECTION 4. If any section, sentence or provision of this ordinance, or the application thereof to any person or circumstances shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions, or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION 5: This ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor.

PASSED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this _____ day of _____, 2023.

SUE SGAMBELLURI, President
Bloomington Common Council

ATTEST:

NICOLE BOLDEN, Clerk
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this _____ day of _____, 2023.

NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this _____ day of _____, 2023.

JOHN HAMILTON, Mayor
City of Bloomington

SYNOPSIS

This ordinance is sponsored by Councilmember Volan. It would authorize Bloomington Transit to expand services within the boundaries of Monroe County through appropriate interlocal agreement(s) that specify exact areas and equitable funding mechanisms for those services.



AREA 10

AGENCY ON AGING

631 W. Edgewood Drive, Ellettsville, IN 47429 Phone: (812) 876-3383 Fax: (812) 876-9922 www.area10agency.org

October 6, 2023

Dear «FirstName» «LastName»,

We want to make sure you are aware of an important change in our **Rural Transit service area beginning January 1st**. As the rural public transit provider in Monroe County, we cannot continue to provide transportation after 12/31/2023 where both pick up and drop off locations are within the Urbanized Area of Bloomington. We know this is confusing. The Urbanized Area is larger than the City of Bloomington, which has previously been our defined boundary for eligible trips.

We know that you have used Rural Transit in the past year for a trip that has had both pick up and drop off locations within this Urbanized Area. We can no longer provide those trips on 1/1/2024. I am enclosing a general map of the area. The Blue Area is the Urbanized Area, as defined by the 2020 Census. You can visit <https://usdot.maps.arcgis.com/apps/mapviewer/index.html?webmap=519396edf206454a8acc3ec0e052a382> to find a more detailed map. You will need to zoom into the Bloomington area on the map. Technically we should never have been providing trips with both start and end locations within this Urbanized Area. Bloomington Transit receives the grant funding for public transit in the Urbanized Area. They have not provided transit outside of the city limits before. We know they received City Council approval to extend services beyond city limits at the 8/9/2023 meeting. We do not know if they will actually provide some transit services in this area yet, unfortunately.

This is what we know:

- Anyone who needs a pick up and drop off that are BOTH within the Urbanized Area will not be able to get a ride from Rural Transit after 12/31/2023.
- Rural Transit CAN provide transit services if ONE of your pick up OR drop off locations is outside of the Urbanized Area.
- Please review the map to see if your transit need falls within these areas. If you need help, please feel free to contact our Rural Transit staff at 812-876-1079.
- Though we do not know if Bloomington Transit will extend services to cover this Urbanized Area, you may contact them to ask. The BT Access staff may be able to provide more information. They can be reached at 812-336-7433 and choose option 3.
- For non-emergency medical transit needs in the Urbanized Area (both points), you may also reach Be Loved Transportation at 812-287-2610.
- Other options for those who wish to try could be Uber or Lyft. Both of these require using the Internet to request rides: www.lyft.com/rider or www.uber.com

I know this is confusing and I'm sorry to have to send this letter. If you have questions, contact Chris Myers 812-935-2503 or cmyers@area10agency.org

Sincerely,

Chris Myers

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**MONROE COUNTY AND CITY OF BLOOMINGTON, INDIANA
INTERLOCAL COOPERATION AGREEMENT
FOR
THE OPERATION OF THE BLOOMINGTON/MONROE COUNTY CAPITAL
IMPROVEMENT BOARD AND THE
CONVENTION AND VISITORS COMMISSION**

This Interlocal Cooperation Agreement, entered into on this ___ day of _____, 2023, by and between Monroe County, Indiana (“County”), the City of Bloomington, Indiana. (“City”).

WITNESSETH:

WHEREAS, Indiana Code 36-1-7, *et seq.*, allows local government entities to make the most efficient use of their powers by enabling them to contract with other governmental entities for the provision of services to the public; and

WHEREAS, the County and the City each possesses the power and authority to engage in activities that promote tourism and recreation, and to construct and operate improvements to further those ends; and

WHEREAS, Bloomington/Monroe County is a highly sought-after destination for groups seeking to hold events of significant size in Indiana; and

WHEREAS, people attending events at the Monroe Convention Center (“Convention Center”) also patronize restaurants and shops in the County and City, which has benefited the local economy by hundreds of millions of dollars since the existing Convention Center began operating; and

WHEREAS, the Convention Center was upgraded and remodeled, but not enlarged, in 2012, and its current size has limited its ability to accommodate many groups desiring to hold events in Bloomington; and

WHEREAS, the parties agree that an expanded Convention Center (“Expanded Convention Center”) would provide civic benefits as well as significantly enhance the local economy through additional visitors to the area and increased employment opportunities; and

WHEREAS, the parties acknowledge that building and activating an Expanded Convention Center and any related amenities such as a hotel and/or parking garage (collectively, the “Project”) requires their collaboration and that a Capital Improvement Board (“CIB”) is an appropriate vehicle for achieving that collaboration; and

WHEREAS, the parties agree that the Project and ongoing operations of an Expanded Convention Center will be funded through a combination of assets to be transferred or pledged by each party to the CIB, including but not limited to real property controlled by the parties, as well as certain tax revenues provided for under Indiana Code § 6-9-41-0.3, *et seq.* (“Food and Beverage Tax”), and under Indiana Code §6-9-4-1 *et seq.* (“Innkeepers Tax”); and

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WHEREAS, the County is authorized under Indiana Code §36-10-8-4 to determine who may appoint members to the CIB, and the County is also authorized to make appointments to the Convention Visitors Commission (“CVC”), which oversees expenditures of the Innkeepers Tax revenues; and

WHEREAS, the parties agree that their success of the Project requires an effective distribution of responsibility for funding and managing the Project and the future management and operation of the Expanded Convention Center and related amenities;

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, the County and the City hereby agree as follows:

ARTICLE I **PURPOSE AND DURATION OF AGREEMENT**

Section 1. Purpose: The purpose of this Agreement is to set forth and define the respective duties, obligations, rights and responsibilities of the parties with regard to the Project and their interactions with the CIB and the CVC, as these entities together will control (except as provided below) the Expanded Convention Center’s assets and funding streams.

The Project goals are threefold, 1) to expand the convention and tourism industries in downtown Bloomington, Monroe County, and the region; 2) to provide accommodations to local not for profits and civic organizations; and 3) to accentuate the Community goals of sustainable and environmentally progressive action.

Section 2. Duration: This Agreement shall be in full force and effect as of the date of its execution and shall remain in full force and effect for the duration of the longest term of any of the bonds issued to finance the Project, and thereafter until either party provides written notice of termination at least six (6) months in advance. The terms of this Agreement may not be changed except by mutual agreement of the parties. In the event state statutes governing the CIB and CVC are amended so as to substantively affect the balance of authority among the parties under either the terms of this Agreement or any of the other governing documents for the CIB or CVC, the County and City agree to renegotiate the terms of this Agreement in the interest of maintaining the balance of authority between the parties, including finding other means of restoring the balance. The County and City also agree that regardless of the duration of this specific Agreement, their explicitly shared and publicly declared intent is to continue collaboration in perpetuity to oversee and direct the affairs of the Convention Center for the betterment of the entire community and region, as future office holders determine.

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ARTICLE II CIB AND CVC BOARD/COMMISSION MEMBERSHIP

Section 1. CIB Membership:

- A. Per County Ordinance 2023-24, the CIB shall be composed of seven (7) members, consistent with IC 36-10-8-4. The units of government which shall make appointments to the CIB are Monroe County and the City of Bloomington. Specifically, Monroe County (“County”) shall appoint three (3) members and the City of Bloomington (“City”) shall appoint three (3) members. Those six (6) members appointed shall appoint the seventh appointment by a vote of at least four (4) members. The Mayor shall appoint two members to the CIB; the appointments must not be from the same political party. The City Council shall appoint one member to the CIB. The County Commissioners shall appoint two members to the CIB; the appointments must not be from the same political party. The County Council shall appoint one member to the CIB. To create staggered appointments, the first round of appointments made by the Mayor and the County Commissioners will expire ending on January 15, 2024. All other and subsequent appointments will be two-year appointments to the CIB.
- B. No members of the CIB may be elected officials of or employees of either the County or the City, Visit Bloomington, the Convention Center Management Company or of the following entities affiliated with or related to the County or City: the Bloomington Housing Authority, the City of Bloomington Utilities, and Bloomington Public Transportation Corporation (“Bloomington Transit”). This restriction does not apply to board members of any County or City convention center building corporation or City of Bloomington Capital Improvements, Inc.
- C. No member of the CIB may also serve simultaneously on the CVC or Food & Beverage Tax Advisory Commission (FABTAC).
- D. Except as provided above, all terms of office shall begin on January 15th, consistent with State law. A member whose term expires may be reappointed to serve another term. If a vacancy occurs, a person shall be appointed by the original appointing authority in the same manner as the original appointment to serve for the remainder of the term.

Section 2. CVC Membership:

- A. The CVC shall be composed of five (5) members, as required by IC 6-9-4-2.
- B. No members of the CVC may be elected officials of or employees of either the County or the City, or of the following entities affiliated with or related to the County or the City: the Bloomington Housing Authority, the City of Bloomington Utilities, and Bloomington Public Transportation Corporation (“Bloomington Transit”). This restriction does not

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apply to board members of any County or City convention center building corporation or City of Bloomington Capital Improvements, Inc..

- C. The Commissioners shall appoint two members to one-year terms, with the restrictions found in the IC 6-9-4-2.
- D. The County Council shall appoint two members to two-year terms, with the statutory restrictions found in the second sentence of IC 6-9-4-2(b) and after giving good faith consideration from a list of at least three recommendations made by the City Council.
[OPTION 1] For the unrestricted member, the County Council shall make that appointment from a list of at least two recommendations made by the City Council.
[OPTION 2] For the unrestricted member, the County Council shall make the appointment after giving good faith consideration to a list of at least two recommendations made by the City Council. [OPTION 3] For the unrestricted member, the County Council shall make every other open appointment to this position from a list provided by City Council.
[OPTION 4] For the unrestricted member, the County Council shall make that appointment from a list of four recommendations made by the City Council.

Commented [BC1]: City and County negotiating teams agree that City and County Councils should decide which of these options should apply.

City Council recommendations for appointments must be made in writing to the County Council before November 1. The County Council shall make the appointments before January 1. If the County Council has not received the City Council's recommendations by October 15, the County Council shall send a written reminder to the City Council Administrator/Attorney.

If the County Council has not received the City Council's list of four recommendations by Nov 1, the County Council shall make the unrestricted appointment at their discretion.

- E. All terms of office shall begin on January 1 and end on December 31, consistent with State law. A member whose term expires may be reappointed to serve another term. If a vacancy occurs, a person shall be appointed by the original appointing authority in the same manner as the original appointment to serve for the remainder of the term.
- F. No member of the CVC may also serve simultaneously on the CIB and FABTAC.

ARTICLE III ASSETS, FUNDING AND OPERATIONAL RESPONSIBILITIES

Section 1. Real Property Assets:

- A. The parties agree that the work previously conducted regarding location, scope and design of the Convention Center expansion retains relevance. Accordingly, they expect the CIB to incorporate that work, updated as appropriate with additional data and input from City and County leadership and the public, into the CIB's selection of a site for the Expanded Convention Center and sites for related amenities (e.g., hotel(s), parking

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garage), corresponding designs for the same, and partner selection for architectural and design services and hotelier(s).

- B. The CIB shall request from the parties such transfer of ownership of property assets as are needed in its judgment successfully to complete the Project, including property needed directly for such structures or needed to help finance them, and on such terms as needed. The Parties shall in good faith review and negotiate regarding such requests. The Parties agree that the County properties located south of W. 3rd Street and east of South College Avenue shall not become available for use prior to the conclusion of the 2024 election cycle.

Section 2. Project Construction Funding and Management:

- A. The City shall be solely responsible for approving any debt issued to finance the design and construction of the Expanded Convention Center. For this purpose, the City intends to use a non-CIB third-party building corporation (“City Building Corporation”) to issue debt on behalf of the City. Such City Building Corporation shall own the Expanded Convention Center and lease it to the City, and the City Building Corporation and the City shall contract with the CIB to manage the design and construction of the Expanded Convention Center, consistent with and subject to Indiana public construction laws and the terms of the debt financing and budgets for design and construction approved by the City Council. These same provisions shall apply in the event that any debt used to finance amenities such as a parking garage or hotel is issued on behalf of the City rather than the CIB or County.
- B. The bond proceeds and any other designated funds provided by the City to be used in connection with the Project shall not be included in any annual budget presented by the CIB to the County Council or otherwise require approval for their use from County authorities.
- C. As soon as reasonably practicable following completion of construction, the City shall enter into a contract with the CIB for post-construction operation and management of the Expanded Convention Center.
- D. Once debt service is completed, the City Building Corporation shall transfer ownership of the Expanded Convention Center, and the real property(ies) on which it is located, and any other structures that are financed with debt approved and issued on behalf of the City and the real property(ies) on which they are located, first to the City as lessee, in accordance with the terms of the debt financing arrangements and such terms as have been agreed between the entity(ies) that transferred real property to the City Building Corporation on terms agreed under Section 1(B) above. Subject to Indiana property disposition laws and federal tax laws relating to tax-exempt debt issued by the City Building Corporation, the City shall then transfer ownership to the CIB.

Section 3. Convention Center Operation and Management:

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The Parties understand and agree to the following regarding the operation and management of the existing and expanded Convention Center and any related amenities:

- A. The existing County contract with the CVC for facility management of the current Convention Center will be assigned to the CIB as soon as practicable following completion of the design and construction period, but not before, to ensure that the ongoing operations of the current Convention Center are sustained smoothly and to allow the CIB to focus fully on the design and construction of the Project.
- B. The CVC shall promote the existing and Expanded Convention Center and related tourism and convention opportunities.
- C. The CVC shall provide the City and County Councils with updates concerning revenue projections of the Innkeepers' tax prior to July 1 of each year.
- D. The CIB shall be responsible for selecting and overseeing partnerships with any hotelier partners.
- E. The CIB shall have the authority to name the Expanded Convention Center, subject to Article IV Section 1 below.

Section 4: CIB and CVC Funding:

- A. CIB Funding:
 - a. The parties agree that during the Project design and construction period and before implementation of the contract described in Article III Section 2C above, the CIB shall have authority to determine its budget solely with the City Council, including City food and beverage funds or any other City-designated funds needed to cover the hiring/retention during the design and construction phase of relevant support staff (e.g., an Executive Director/Project Manager, financial and legal support, administrative support).
 - b. The parties anticipate that the CIB shall be funded solely with City funds through the completion of the Project design and construction period. However, to the extent that the CIB does seek appropriations from the County during the Project design and construction phase, the County agrees not to use its approval authorities over CIB annual budgets or otherwise to override, change, or interfere with (i) CIB budgets and expenditures that are agreed to by the City Council during and covering the Project design and construction period, or (ii) Project design and construction decisions that rest with the CIB and are to be funded through debt approved by the City Council or other City Council appropriations.
 - c. The parties agree that following the Project design and construction period and implementation of the contract described in Article III Section 2C above, the CIB

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shall work with both the City and County Councils in developing its annual budget to reach agreement among the parties prior to presenting the budget for official approval. The parties shall coordinate with the CIB so that it will present its budget to the City Council for review and approval prior to the County Council Budget Session, and will present its budget to the County Council during a County Council Budget Session. In the event the County Council does not agree with the budget approved by the City Council, the two Councils shall work to come to agreement on a budget that both Councils can approve. If the Councils cannot agree on a budget by December 1st, the budget for the then-current year shall be the budget for the succeeding year.

- d. The parties agree that in the event the CIB determines a bond or other financing is recommended for activities other than Expanded Convention Center design and construction, the CIB shall make that recommendation to the City and/or County Council, depending on the proposed source(s) of financing. If the relevant Council(s), by resolution, approve the recommendation, then the statutory process for issuing the debt may proceed. No such bond or other financing may be issued for CIB purposes without first going through this process.

B. CVC Funding:

- a. The parties agree that during the Project design and construction period, the CVC shall develop and present its annual budget to the County Council. The County Council shall ensure that such budget reflects the continued use of Innkeepers Tax revenue to properly and sufficiently fund the operation and management of the existing Convention Center.
- b. Following the Project design and construction period and implementation of the contract described in Article III Section 2C above, the City and County shall work with the CVC in developing its annual budget to reach agreement among the parties prior to the CVC presenting its budget for official approval. The parties shall ensure through this process that the CVC uses Innkeeper's Tax to properly and sufficiently fund the ongoing operation and maintenance of the Expanded Convention Center, with at least the same proportion or dollar amount, whichever is greater, of Innkeepers Tax revenue going to support the expanded Convention Center as the CVC and County Council have approved for existing Convention Center support in recent years. The parties shall coordinate with the CVC so that the CVC shall present its proposed budget to the City Council for review and approval prior to the County Council Budget Session, and then present the budget to the County Council during a County Council Budget Session. In the event the County Council does not agree with the budget approved by the City Council, the two Councils shall work to come to agreement on a budget that both Councils can approve. If the Councils cannot agree on a budget by December 1st, the budget for the then-current year shall be the budget for the succeeding year.

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ARTICLE IV MISCELLANEOUS PROVISIONS

Section 1. Convention Center Name: The CIB shall determine a process for selecting a name for the Expanded Convention Center, except that any sale of overall naming rights to the Expanded Convention Center by the CIB shall require prior approval by both the County Board of Commissioners and the Mayor of the City of Bloomington.

Section 2. Local Government Approvals: The parties shall cooperate on the review and approval of any documents necessary to secure timely regulatory approvals for the Project site plan, design, and construction.

Section 3. Amendment of this Agreement: The parties may mutually agree to amend this Agreement to correct errors, clarify the understanding of the parties, or to otherwise fulfill the intent of the parties where the initial signed version is deemed inadequate for that purpose. The CIB and CVC may recommend changes to this Agreement for review by the parties.

Section 4. Effective Date: This Agreement will be effective when approved, in the same manner as approval of all Interlocal Agreements, except that the State Attorney General shall not be asked to approve this contract.

Section 5. General Intention as to Convention Center Use: The parties intend that the Expanded Convention Center shall also serve as a Civic Center for the use of community residents and non-profit organizations, consistent with the financial and operational needs of the Expanded Convention Center.

Section 6. Sustainability: The parties hereby express their desire and intention that the Project will incorporate sustainability into its design and future operations, and the CIB is directed to continually pursue sustainability as a primary goal, so far as financially and operationally feasible and practicable.

Section 8. Savings Clause: In the event any Article, Section or Portion of this Interlocal Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section or Portion thereof specifically specified in the court's decision.

WHEREFORE, the parties hereto have executed this Agreement as of the date first set forth above.

COUNTY OF MONROE, INDIANA
BOARD OF COMMISSIONERS

CITY OF BLOOMINGTON

Penny Githens , President

John Hamilton, Mayor

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Julie Thomas, Vice President

Lee Jones, Member

ATTEST: (Dated: _____)

Auditor, Monroe County, Indiana

CITY OF BLOOMINGTON COMMON COUNCIL

_____, President

ATTEST:

Nicole Bolden, Clerk
City of Bloomington

MONROE COUNTY COUNCIL

_____, President

ATTEST:

_____, Auditor
Monroe County

RESOLUTION 2023-32

**Resolution of the Monroe County Council Regarding the Expansion of the Charles
C. Deam Wilderness and the Establishment of the Benjamin
Harrison National Recreation Area**

WHEREAS, the restoration of our natural forest ecosystem requires that as many examples of that ecosystem of landscape scale in size be protected to return to the old growth condition as possible; and

WHEREAS, while the Hoosier National Forest is one of America's smallest national forests, the Hoosier National Forest is by far the Indiana's largest public forest; and

WHEREAS, the Hoosier National Forest is Indiana's only national forest and it contains the largest tracts of wild, undeveloped forest among the public lands in Indiana with several of those tracts located adjacent to each other in the northern Pleasant Run Purchase Unit of this public forest; and

WHEREAS, the Charles C. Deam Wilderness (Deam Wilderness) and many thousands of adjacent acres of national forest land comprise an area of deep, uninterrupted hardwood forest of incomparable wild beauty in the nation's industrial heartland; and

WHEREAS, most of the land within the Deam Wilderness and adjacent national forest land to the southeast, east and north of this Wilderness is rugged hills with steep slopes and deep hollows that drain to streams and creeks that feed Monroe Reservoir, a public water supply for more than 130,000 people; and

WHEREAS, legislation to expand the Deam Wilderness to the north, east, and southeast, to protect the public national forest lands by law from activities that may adversely impact the water quality of Monroe Reservoir, is important to maintain the water supply of Monroe County; and

WHEREAS, the aforementioned public national forest lands include: Nebo Ridge, Bad Hollow, Porter Hollow, Will Hay Branch, Panther Creek, Deckard Ridge, Eel Creek, Hickory Ridge, Fleetwood Branch, Combs Branch and Moses Ray Branch, and other national forest lands within the Pleasant Run Purchase Unit of the Hoosier National Forest; and

WHEREAS, these national forest lands have been set aside from commercial timber harvest for the past 32 years under the 1991 and 2006 Hoosier National Forest Land and Resource Management Plans; and

WHEREAS, the protection of these national forest lands to the north, east, and southeast, of the Deam Wilderness as wilderness will ensure that large tracts of old forest will return to the old growth condition on a landscape scale and continue to provide ample habitat for species such as the cerulean warbler, timber rattlesnake, Indiana bat, northern long eared bat, tricolored bat, and other forest dependent animals, plants, and fungi that are endangered or rare in the state and which have been identified present in these forests by recent Indiana Forest Alliance surveys; and

WHEREAS, the Hoosier National Forest is heavily enjoyed by Hoosiers for its recreational value, and the establishment of the Benjamin Harrison National Recreation Area aligns with this interest, in a manner that prioritizes the water quality of the Monroe Reservoir; and

WHEREAS, the Benjamin Harrison National Recreation Area and expansion of the Deam Wilderness will maintain and enhance the capacity of Monroe Reservoir and the surrounding land to absorb precipitation and mitigate against floods predicted to increase in Indiana according to all climate models; and

WHEREAS, combined with the adjacent Brown County State Park, the expansion of the Deam Wilderness to include these national forest lands to the southeast, east and north will create a large sanctuary for the enjoyment of wild nature and native hardwood forest that is unparalleled in the states of Indiana, Ohio, and Illinois.

NOW, THEREFORE BE IT RESOLVED BY THE COUNTY COUNCIL OF MONROE COUNTY, INDIANA

The Monroe County Council hereby endorses S. 2990, known as the Benjamin Harrison National Recreation Area and Wilderness Establishment Act of 2023, introduced in the US Senate by US Senator Mike Braun of Indiana, that extends the boundaries of the Deam Wilderness to include approximately 15,300 acres of additional national forest land, and establishes the Benjamin Harrison National Recreation Area consisting of approximately 29,382 acres of national forest land that surrounds the expanded wilderness area and respectfully urges the expeditious enactment of this legislation.

MONROE COUNTY COUNCIL

Aye Nay Abstain Not Present _____
L. Kate Wiltz, President

Aye Nay Abstain Not Present _____
Trent Deckard, President Pro Tempore

Aye Nay Abstain Not Present _____
Jennifer Crossley, Councilor

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

ATTEST:

Catherine Smith, Auditor
Monroe County, Indiana

Date



MONROE COUNTY COUNCIL

Monroe County Courthouse, Room 306
100 W Kirkwood Avenue
Bloomington, Indiana 47404
Office: 812-349-7312
CouncilOffice@co.monroe.in.us

Kate Wiltz, President
Trent Deckard, President Pro Tempore
Jennifer Crossley
Marty Hawk
Peter Iversen
Geoff McKim
Cheryl Munson

BUDGET WORK SESSION #1 SUMMARY MINUTES Wednesday, September 6, 2023 at 5:00 pm Nat U. Hill Meeting Room and Zoom Connection

Members

Present – **In Person** – Kate Wiltz, President
Present – **In Person** – Trent Deckard, President Pro Tempore
Present – **In Person** – Jennifer Crossley
Present – **In Person** – Marty Hawk
Present – **In Person** – Peter Iversen
Present – **In Person** – Geoff McKim
Present – **Virtual** – Cheryl Munson

Staff

Present – **In Person** – Kimberly Shell, Council Administrator
Present – **In Person** – Molly King-Turner, Legal Counsel
Present – **In Person** – Bri Gregory, Financial Director
Present – **In Person** – Catherine Smith, Auditor

1. CALL TO ORDER 2024 BUDGET SESSION #1

Wiltz called the meeting to order at 5:05 pm. Wiltz noted for the record that Council members Hawk, McKim, Deckard, Iversen, Crossley and Wiltz were present in the Nat U Hill Room. Munson attended virtually via Zoom.

2. ADOPTION OF AGENDA

No changes.

3. WELCOME AND BUDGET WORK SESSION PROCEDURES

Wiltz welcomed everyone and presented the Budget Work Session Procedure process regarding budgets to be reviewed and discussed.

4. OVERVIEW OF REVENUES AND EXPENDITURES

McKim reviewed the 4B statements. Catherine Smith, Auditor, commented on the tax levy regarding the Health Fund levy. Kimberly Shell, Council Administrator, spoke on the COLA.

5. TREASURER'S OFFICE, Jessica McClellan
-1000-0003 General

10-minute time allotment

Deckard moved to open for discussion and review Fund 1000-0003, General Fund-Treasurer, with the category requests of:

Personnel	\$500,379
Supplies	\$ 3,800
Services	\$ 56,250
FOR A TOTAL	\$560,429

McKim seconded.

Jessica McClellan, Treasurer, presented. She stated that there were a few lines that could be reduced in her budget.

Brief Council discussion with questions ensued.

McKim moved to amend the following: account line 20001, Office Supplies, to \$2,800; line 30003, Printing & Subscriptions to \$18,000; , and line 30800, Postage, to \$26,000. Deckard seconded.

Wiltz asked for a roll call vote on the amendment to the budget:

Shell called the roll:

Hawk	Yes
Iversen	Yes
McKim	Yes
Munson	Yes
Wiltz	Yes
Crossley	Yes
Deckard	Yes

Motion passed; 7-0; Unanimous

No further changes to the budget.

Wiltz asked for a roll call vote on moving forward with the Treasurer's General Fund 2024 budget with amendments.

Shell called the Roll Call:

Iversen	Yes
McKim	Yes
Munson	Yes
Wiltz	Yes
Crossley	Yes
Deckard	Yes
Hawk	Yes

Motion passed; 7-0; Unanimous

6. EMPLOYEE SERVICES DEPARTMENT, E. Sensenstein
-1000-0309 General

10-minute time allotment

Deckard moved to open for discussion and review Fund 1000-0309, General Fund-ESD, with the category requests of:

Personnel	\$254,827
Supplies	\$ 1,500
Services	\$ 65,153
FOR A TOTAL	\$321,480

McKim seconded.

E. Sensenstein, Personnel Administrator, presented. Brief Council discussion with questions ensued.

McKim moved to amend account line 30028, Training/Travel, be reduced from \$9,000 to \$5,000. Deckard seconded.

Wiltz asked for a roll call vote on the amendment to the budget:

Shell called the roll:

Iversen	Yes
McKim	Yes
Munson	Not Present for Vote
Wiltz	Yes
Crossley	Yes
Deckard	Yes
Hawk	Yes

Motion passed; 6-0; Unanimous

No further changes to the budget.

Wiltz asked for a roll call vote on moving forward with the Employee Services' General Fund 2024 budget with amendments.

Shell called the roll:

McKim	Yes
Munson	Yes
Wiltz	Yes
Crossley	Yes
Deckard	Yes
Hawk	No
Iversen	Yes

Motion passed; 6-1; Majority

7. WEIGHTS & MEASURES, Scott Sowder

10-minute time allotment

-1000-0308 General

Deckard moved to open for discussion and review Fund 1000-0308, General Fund-Weights & Measures, with the category requests of:

Personnel	\$77,275
Supplies	\$ 5,700
Services	\$ 2,500
FOR A TOTAL	\$85,475

McKim seconded.

Scott Sowder, Inspector, presented. No discussion.

Wiltz asked for a roll call vote on moving forward with the Weights & Measures' General Fund 2024 budget.

Shell called the roll:

McKim	Yes
Munson	Yes
Wiltz	Yes
Crossley	Yes
Deckard	Yes
Hawk	Yes
Iversen	Yes

Motion passed; 7-0; Unanimous

8. VETERANS AFFAIRS OFFICE, Steven Miller

10-minute time allotment

-1000-0012 General

Deckard moved to open for discussion and review Fund 1000-0012, General Fund-Veterans, with the category requests of:

Personnel	\$141,936
Supplies	\$ 800
Services	\$ 4,800
FOR A TOTAL	\$147,536

McKim seconded.

Andrew Blake, Veteran's Benefit Coordinator, and Angie Purdie, Commissioners Administrator, presented. Council discussion ensued.

Wiltz asked for a roll call vote on moving forward with the Veterans Affairs' General Fund 2024 budget.

Shell called the roll:

Munson	Yes
Wiltz	Yes
Crossley	Yes
Deckard	Yes
Hawk	Yes
Iversen	Yes
McKim	Yes

Motion passed; 7-0; Unanimous

9. LEGAL DEPARTMENT, David Schilling

10-minute time allotment

-1000-0277 General

Deckard moved to open for discussion and review Fund 1000-0277, General Fund-Legal, with the category requests of:

Personnel	\$668,596
Supplies	\$ 1,145
Services	\$ 44,258
FOR A TOTAL	\$713,999

McKim seconded.

David Schilling, County Legal Administrative Attorney, presented. A Council discussion ensued regarding the vacancy in the Legal Department.

Deckard moved to allow County Legal to fill the position despite the raised objection and to move forward with filling the vacancy. Iversen seconded.

Wiltz asked for a roll call vote on the motion.

Shell called the roll:

Crossley Yes
Deckard Yes
Hawk No
Iversen Yes
McKim Yes
Munson Yes
Wiltz Yes

Motion passed; 6-1; Majority

Council discussion regarding Legal Department budget.

Wiltz asked for a roll call vote on moving forward with the Legal Department’s General Fund 2024 budget.

Shell called the roll:

Wiltz Yes
Crossley Yes
Deckard Yes
Hawk No
Iversen Yes
McKim Yes
Munson Yes

Motion passed; 6-1; Majority

10. BUILDING DEPARTMENT, Robert LaRue
 -1000-0312 General

10-minute time allotment

Deckard moved to open for discussion and review Fund 1000-0312, General Fund-Building, with the category requests of:

Personnel	\$713,868
Supplies	\$ 7,900
<u>Services</u>	<u>\$ 38,300</u>
FOR A TOTAL	\$760,068

McKim seconded.

Robert LaRue, Building Commissioner, presented. Brief Council discussion with questions ensued.

Wiltz asked for a roll call vote on moving forward with the Building Department’s General Fund 2024 budget.

Shell called the roll:

Crossley Yes
Wiltz Yes
Deckard Yes
Munson Yes

Hawk Yes
 McKim Yes
 Iversen Yes
Motion passed; 7-0; Unanimous

11. TECHNICAL SERVICES DEPARTMENT, Greg Crohn **15-minute time allotment**

-1000-0106 General
 -1170-0106 Public Safety LIT-TSD

A. Deckard moved to open for discussion and review Fund 1000-0106, General Fund-TSD, with the category requests of:

Personnel	\$226,205
Supplies	\$ 11,700
<u>Services</u>	<u>\$300,000</u>
FOR A TOTAL	\$537,905

McKim seconded.

Greg Crohn, TSD Director, presented. Brief Council discussion ensued.

Wiltz asked for a roll call vote on moving forward with the Technical Services Department’s General Fund 2024 budget.

Shell called the roll:

Iversen Yes
 McKim Yes
 Hawk Yes
 Munson Yes
 Deckard Yes
 Wiltz Yes
 Crossley Yes

Motion passed; 7-0; Unanimous

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B. Deckard moved to open for discussion and review Fund 1170-0106, Public Safety LIT-TSD, with a category request of:

<u>Services</u>	<u>\$90,000</u>
FOR A TOTAL	\$90,000

McKim seconded.

Crohn presented. Brief Council discussion ensued.

Wiltz asked for a roll call vote on moving forward with the Legal Department’s General Fund 2024 budget.

Shell called the roll:

Deckard Yes
 Wiltz Yes
 Crossley Yes
 Iversen Yes
 McKim Yes
 Hawk Yes

Munson Yes
 Motion passed; 7-0; Unanimous

12. EMERGENCY MANAGEMENT, Jamie Neibel *20-minute time allotment*
 -1000-0361 General
 -1152-0000 Emergency Management/Right to Know

A. Deckard moved to open for discussion and review Fund 1000-0361, General Fund-Emergency Management, with the category requests of:

Personnel	\$164,984
Supplies	\$ 6,600
Services	\$ 64,766
FOR A TOTAL	\$236,350

McKim seconded.

Jamie Niebel, Emergency Management Director, presented. Council discussion ensued.

McKim moved to set account lines 35050, Radio & CD Sirens, and 35052, FM Heavy Equipment Services, to \$500 each. Iversen seconded.

Wiltz asked for a roll call vote on the amendment to the budget:

Shell called the roll:

Munson Yes
 McKim Yes
 Crossley Yes
 Wiltz Yes
 Hawk Yes
 Iversen Yes
 Deckard Yes

Motion passed; 7-0; Unanimous

Further discussion ensued.

Wiltz asked for a roll call vote on moving forward with the Emergency Management Department’s General Fund 2024 budget with amendments.

Shell called the roll:

McKim Yes
 Crossley Yes
 Wiltz Yes
 Hawk Yes
 Iversen Yes
 Deckard Yes
 Munson Yes

Motion passed; 7-0; Unanimous

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B. Deckard moved to open for discussion and review Fund 1152-0000, Emergency Management-Right to Know, with the category requests of:

Supplies	\$ 100
Services	\$ 5,450
<u>Capital</u>	<u>\$10,500</u>
FOR A TOTAL	\$16,050

McKim seconded.

Niebel presented. No discussion.

Wiltz asked for a roll call vote on moving forward with the Emergency Management’s Right to Know Fund 2024 budget.

Shell called the roll:

Munson	Yes
Hawk	Yes
McKim	Yes
Iversen	Yes
Crossley	Yes
Deckard	Yes
Wiltz	Yes

Motion passed; 7-0; Unanimous

13. HIGHWAY DEPARTMENT, Lisa Ridge

45-minute time allotment

-1135-0000	Cumulative Bridge
-1169-0000	Local Roads and Streets
-1171-0000	County Major Bridge
-1176-0000	Motor Vehicle Highway
-4920-0000	Westside TIF
-4921-0000	46 Corridor TIF
-4922-0000	Fullerton Pike TIF
-4934-0000	Curry Profile EDA
-1197-0000	Stormwater Management

A. Deckard moved to open for discussion and review Fund 1135-0000, Cumulative Bridge, with the category requests of:

Personnel	\$ 405,058
Supplies	\$ 427,500
Services	\$ 746,479
<u>Capital</u>	<u>\$ 470,000</u>
FOR A TOTAL	\$2,049,037

McKim seconded.

Lisa Ridge, Highway Director, and Toby Turner, Highway Superintendent, presented. No discussion.

Wiltz asked for a roll call vote on moving forward with the Highway’s Cumulative Bridge Fund 2024 budget.

Shell called the roll:

Iversen	Yes
McKim	Yes
Crossley	Yes

Deckard Yes
Wiltz Yes
Munson Yes
Hawk Yes
Motion passed; 7-0; Unanimous

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B. Deckard moved to open for discussion and review Fund 1169-0000, Local Road & Street, with the category requests of:

Supplies	\$ 620,000
Services	\$ 200,000
<u>Capital</u>	<u>\$ 200,000</u>
FOR A TOTAL	\$1,020,000

McKim seconded.

Ridge and Turner presented. No discussion.

Wiltz asked for a roll call vote on moving forward with the Highway’s Local Road & Street Fund 2024 budget.

Shell called the roll:

Crossley Yes
Wiltz Yes
Hawk Yes
Iversen Yes
Deckard Yes
Munson Yes
McKim Yes

Motion passed; 7-0; Unanimous

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C. Deckard moved to open for discussion and review Fund 1171-0000, County Major Bridge, with a category request of:

<u>Services</u>	<u>\$1,800,001</u>
FOR A TOTAL	\$1,800,001

McKim seconded.

Ridge and Turner presented. Brief discussion. Ridge gave an update on Fullerton Pike.

Wiltz asked for a roll call vote on moving forward with the Highway’s County Major Bridge Fund 2024 budget.

Shell called the roll:

Wiltz Yes
Hawk Yes
Iversen Yes
Deckard Yes
Munson Yes
McKim Yes
Crossley Yes

Motion passed; 7-0; Unanimous

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D. Deckard moved to open for discussion and review Fund 1176-0000, Motor Vehicle Highway, with the category requests of:

Personnel	\$3,655,237
Supplies	\$2,793,300
Services	\$1,416,700
Capital	\$ 12,003
FOR A TOTAL	\$7,877,240

McKim seconded.

Ridge and Turner presented. Lengthy discussion ensued.

Wiltz asked for a roll call vote on moving forward with the Highway’s Motor Vehicle Highway Fund 2024 budget.

Shell called the roll:

Iversen Yes
Wiltz Yes
McKim Yes
Hawk Yes
Munson Yes
Crossley Yes
Deckard Yes

Motion passed; 7-0; Unanimous

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E. Deckard moved to open for discussion and review Fund 4920-0000, Westside Economic TIF, with a category request of:

Services	\$2,213,924
FOR A TOTAL	\$2,213,924

McKim seconded.

Ridge and Turner presented. Brief discussion.

Wiltz asked for a roll call vote on moving forward with the Highway’s Westside Economic TIF Fund 2024 budget.

Shell called the roll:

Munson Yes
Iversen Yes
Wiltz Yes
Deckard Yes
McKim Yes
Hawk Yes
Crossley Yes

Motion passed; 7-0; Unanimous

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F. Deckard moved to open for discussion and review Fund 4921-0000, 46 Corridor Economic TIF, with a category request of:

Services	\$266,744
FOR A TOTAL	\$266,744

McKim seconded.

Ridge and Turner presented. No discussion.

Wiltz asked for a roll call vote on moving forward with the Highway's 46 Corridor Economic TIF Fund 2024 budget.

Shell called the roll:

Deckard	Yes
Munson	Yes
Wiltz	Yes
Hawk	Yes
Iversen	Yes
Crossley	Yes
McKim	Yes

Motion passed; 7-0; Unanimous

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G. Deckard moved to open for discussion and review Fund 4922-0000, Fullerton Pike Economic TIF, with a category request of:

Services	\$138,101
FOR A TOTAL	\$138,101

McKim seconded.

Ridge and Turner presented. No discussion.

Wiltz asked for a roll call vote on moving forward with the Highway's Fullerton Pike Economic TIF Fund 2024 budget.

Shell called the roll:

Hawk	Yes
Iversen	Yes
Crossley	Yes
Munson	Yes
Deckard	Yes
McKim	Yes
Wiltz	Yes

Motion passed; 7-0; Unanimous

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H. Deckard moved to open for discussion and review Fund 4934-0000, Curry Profile TIF, with a category request of:

Services	\$244,655	201,515
FOR A TOTAL	\$244,655	201,515

McKim seconded.

Bri Gregory, County Financial Director, noted that the amount in the motion was incorrect and needed to be amended to \$201,515.

Deckard amended his previous motion to read, in the same line, Curry Profile TIF, \$201,515 in the Services Category, with a Total of the exact same amount. McKim seconded.

Brief discussion ensued.

Wiltz asked for a roll call vote on moving forward with the Highway’s Curry Profile TIF Fund 2024 budget.

Shell called the roll:

- Crossley Yes**
- McKim Yes**
- Iversen Yes**
- Munson Yes**
- Wiltz Yes**
- Deckard Yes**
- Hawk Yes**

Motion passed; 7-0; Unanimous

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I. Deckard moved to open for discussion and review Fund 1197-0000, Stormwater Management, with the category requests of:

Personnel	\$ 915,883
Supplies	\$ 198,500
Services	\$ 1,142,976
Capital	<u>\$ 218,500</u>
FOR A TOTAL	\$ 2,475,859

McKim seconded.

Ridge and Turner presented. Brief discussion ensued.

Wiltz asked for a roll call vote on moving forward with the Highway’s Stormwater Management Fund 2024 budget.

Shell called the roll:

- Hawk Yes**
- Munson Yes**
- Iversen Yes**
- Crossley Yes**
- McKim Yes**
- Deckard Yes**
- Wiltz Yes**

Motion passed; 7-0; Unanimous

- 14. BOARD OF COMMISSIONERS, Penny Githens, Julie Thomas, Lee Jones, & Angie Purdie**
 -1000-0068 General -Commissioners *40-minute time allotment*
 -1000-0161 General-County Buildings
 -1000-0307 General -Fleet
 -1114-0068 LIT-Special Purpose-Commissioners
 -1138-0000 Cumulative Capital Development
 -1170-0068 Public Safety LIT-Commissioners
 -1170-0307 Public Safety LIT-Fleet
 -1215-0068 Election Fund-Commissioners
 -2502-0000 Cable Franchise User Fees

A. Deckard moved to open for discussion and review Fund 1000-0068, General Fund-Commissioners, with the category requests of:

Personnel	\$	687,717
Supplies	\$	5,250
<u>Services</u>	<u>\$</u>	<u>3,391,248</u>
FOR A TOTAL	\$	4,084,215

McKim seconded.

Purdie, Commissioners Githens, Thomas and Jones, presented. Lengthy Council discussion ensued.

McKim moved to reduce line 33025, HealthNet, Inc. to \$150,000. Iversen seconded.

Wiltz asked for a roll call vote on the amendment to the budget:

Shell called the roll:

- McKim** Yes
- Deckard** Yes
- Crossley** Yes
- Hawk** Yes
- Munson** Not Present
- Wiltz** Yes
- Iversen** Yes

Motion passed; 6-0; Unanimous; [Munson-Not Present for vote]

Brief discussion.

Hawk leaves the meeting at 8:07 pm.

Wiltz asked for a roll call vote on moving forward with the Commissioners' Office General Fund 2024 budget.

Shell called the roll:

- Deckard** Yes
- Iversen** Yes
- McKim** Yes
- Wiltz** Yes
- Crossley** Yes
- Munson** Yes

Motion passed; 6-0; Unanimous

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B. Deckard moved to open for discussion and review Fund 1000-0161, General Fund-County Buildings, with the category requests of:

Personnel	\$ 299,465
Supplies	\$ 90,875
<u>Services</u>	<u>\$ 2,006,827</u>
FOR A TOTAL	\$ 2,397,167

McKim seconded.

Purdie and Commissioners presented. Council discussion ensued.

McKim moved to reduce account line 36012, Service Contracts, to \$250,000. Deckard seconded.

Wiltz asked for a roll call vote on the amendment to the budget:

Shell called the roll:

- McKim Yes
- Deckard Yes
- Crossley Yes
- Wiltz Yes
- Munson Yes
- Iversen Yes

Motion passed; 6-0; Unanimous

Brief discussion.

Wiltz asked for a roll call vote on moving forward with the Commissioners' County Buildings General Fund 2024 budget.

Shell called the roll:

- Deckard Yes
- Crossley Yes
- Wiltz Yes
- Munson Yes
- Iversen Yes
- McKim Yes

Motion passed; 6-0; Unanimous

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C. Deckard moved to open for discussion and review Fund 1000-0307, General Fund-Fleet, with the category requests of:

Personnel	\$ 76,480
<u>Services</u>	<u>\$ 34,100</u>
FOR A TOTAL	\$ 110,580

McKim seconded.

Purdie and Commissioners presented. Council discussion ensued.

Wiltz asked for a roll call vote on moving forward with the Commissioners' Fleet General Fund 2024 budget.

Shell called the roll:

- McKim Yes
- Deckard Yes
- Crossley Yes

Wiltz Yes
 Munson Yes
 Iversen Yes
Motion passed; 6-0; Unanimous

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D. **Deckard moved to open for discussion and review Fund 1114-0068, Public Safety LIT-Commissioners, with the category requests of:**

Services	\$ 25,000
<u>Capital</u>	<u>\$ 10,000</u>
FOR A TOTAL	\$ 35,000

McKim seconded.

Purdie and Commissioners presented.

It was brought to the Council’s attention the name of Fund 1114-0068, is LIT Special Purpose-Commissioners, not, Public Safety LIT-Commissioners. Deckard amended his motion to the correct title name. McKim seconded.

Brief Council discussion.

Wiltz asked for a roll call vote on moving forward with the Commissioners’ LIT-Special Purpose Fund 2024 budget.

Shell called the roll:
 Crossley Yes
 Wiltz Yes
 Munson Yes
 Iversen Yes
 McKim Yes
 Deckard Yes
Motion passed; 6-0; Unanimous

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E. **Deckard moved to open for discussion and review Fund 1138-0000, Cumulative Capital Development, with the category requests of:**

Personnel	\$ 733,166
Services	\$ 1,250,000
<u>Capital</u>	<u>\$ 1,763,000</u>
FOR A TOTAL	\$ 3,746,166

McKim seconded.

Purdie and Commissioners presented. Brief discussion ensued.

Wiltz asked for a roll call vote on moving forward with the Commissioners’ Cumulative Capital Development Fund 2024 budget.

Shell called the roll:
 Wiltz Yes
 Iversen Yes
 Deckard Yes

Munson Yes
McKim Yes
Crossley Yes
Motion passed; 6-0; Unanimous

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F. Deckard moved to open for discussion and review Fund 1170-0068, Public Service LIT-Commissioners, with a category request of:

Capital	\$200,000
FOR A TOTAL	\$200,000

McKim seconded the motion with a change in the Fund name to Public Safety LIT, not, Public Service LIT. Iversen seconded.

Purdie and Commissioners presented. Discussion ensued.

McKim moved to reduce account line 47100, Equipment-Law Enforcement, to \$50,000. Iversen seconded.

Wiltz asked for a roll call vote on the amendment to the budget.
Shell called the roll:
Iversen Yes
Deckard Yes
Munson Yes
McKim Yes
Crossley Yes
Wiltz Yes
Motion passed; 6-0; Unanimous

McKim moved that account line 47100 in Fund 1170-0068 with the amount of \$50,000 be moved entirely to Fund 1170-0106, Technical Services, line 30072. Iversen seconded.

Wiltz asked for a roll call vote on the amendment to the budget.
Shell called the roll:
Munson Yes
McKim Yes
Crossley Yes
Wiltz Yes
Iversen Yes
Deckard Yes
Motion passed; 6-0; Unanimous

Brief discussion regarding the Commissioners’ Public Safety LIT Fund is at zero.

Wiltz asked for a roll call vote on the Zero budget for the Commissioners’ Public Safety LIT Fund 2024 budget.
Shell called the roll:
Wiltz Yes
Crossley Yes
Iversen Yes
McKim Yes
Deckard Yes

Munson Yes
 Motion passed; 6-0; Unanimous

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G. Deckard moved to open for discussion and review Fund 1138-0000, Public Service LIT-Fleet, with the category requests of:

Personnel	\$ 25,495
Services	<u>\$204,000</u>
FOR A TOTAL	\$229,495

McKim seconded and noted the fund name is Public Safety LIT-Fleet.

Purdie and Commissioners presented. Discussion ensued.

Wiltz asked for a roll call vote on moving forward with the Commissioners' Public Service LIT-Fleet Fund 2024 budget.

Shell called the roll:

McKim Yes
 Crossley Yes
 Wiltz Yes
 Munson Yes
 Iversen Yes
 Deckard Yes

Motion passed; 6-0; Unanimous

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H. Deckard moved to open for discussion and review Fund 1215-0068, Election Fund-Commissioners, with the category requests of:

Services	<u>\$55,000</u>
FOR A TOTAL	\$55,000

McKim seconded.

Purdie and Commissioners presented. Brief Council discussion.

McKim moved to increase line 30011 to \$57,400. Iversen seconded.

Wiltz asked for a roll call vote on the amendment to the budget.

Shell called the roll:

Munson Yes
 McKim Yes
 Crossley Yes
 Wiltz Yes
 Iversen Yes
 Deckard Yes

Motion passed; 6-0; Unanimous

No further discussion.

Wiltz asked for a roll call vote on moving forward with the Commissioners' Election Fund 2024 budget.

Shell called the roll:

Deckard Yes
 Wiltz Yes
 Crossley Yes
 Munson Yes
 Iversen Yes
 McKim Yes

Motion passed; 6-0; Unanimous

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I. Deckard moved to open for discussion and review Fund 2502-000, Cable Franchise, with a category request of:

Services	\$373,930
FOR A TOTAL	\$373,930

McKim seconded.

Purdie and Commissioners presented. Council discussion ensued.

Wiltz asked for a roll call vote on moving forward with the Commissioners' Cable Franchise Fund 2024 budget.

Shell called the roll:

Crossley Yes
 Iversen Yes
 Munson Yes
 Wiltz Yes
 McKim Yes
 Deckard Yes

Motion passed; 6-0; Unanimous

15. Meeting Recessed to Thursday, September 7, 2023 at 5:00 pm

(Remainder of the page intentionally left blank.)

The County Council Budget Session #1 Summary Minutes for **September 6, 2023** were presented and approved on **November 28, 2023**.

MONROE COUNTY COUNCIL

Aye Nay Abstain Not Present _____
L. Kate Wiltz, President

Aye Nay Abstain Not Present _____
Trent Deckard, President Pro Tempore

Aye Nay Abstain Not Present _____
Jennifer Crossley, Councilor

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

ATTEST:

Catherine Smith, Auditor
Monroe County, Indiana

Date



MONROE COUNTY COUNCIL

Monroe County Courthouse, Room 306
100 W Kirkwood Avenue
Bloomington, Indiana 47404
Office: 812-349-7312
CouncilOffice@co.monroe.in.us

Kate Wiltz, President
Trent Deckard, President Pro Tempore
Jennifer Crossley
Marty Hawk
Peter Iversen
Geoff McKim
Cheryl Munson

COUNCIL REGULAR SESSION SUMMARY MINUTES Tuesday, October 10, 2023 at 5:30 pm Nat U. Hill Meeting Room and Zoom Connection

Members

- Present – **In Person** – Kate Wiltz, President
- Present – **In Person** – Trent Deckard, President Pro Tempore
- Present – **In Person** – Jennifer Crossley
- Present – **In Person** – Marty Hawk
- Present – **In Person** – Peter Iversen
- Present – **In Person** - Geoff McKim
- *Present – **In Person** – Cheryl Munson

Staff

- Present – **In Person** – Kim Shell, Council Administrator
- Present – **In Person** – Molly Turner-King, Legal Counsel
- Present – **In Person** – Cathy Smith, Auditor
- Present – **In Person** – Bri Gregory, Financial Director

1. CALL TO ORDER 5:31 pm

President Wiltz called the meeting to order at 5:31 pm. Councilors Wiltz, Deckard, Crossley, Hawk, Iversen, and McKim were present in the Nat U Hill Room.

2. PLEDGE OF ALLEGIANCE 5:31 pm

Wiltz led the Pledge of Allegiance.

3. ADOPTION OF AGENDA 5:33 pm

Wiltz moved to table Item #11, Prosecutor’s Office request, to the Council Work Session on Tuesday, October 24, 2023.

Wiltz called for a Voice vote.
Motion passed; unanimous

4. PUBLIC COMMENT – items NOT on the agenda (limited to 3 minutes per speaker) 5:34 pm

No public comment.

5. DEPARTMENT UPDATES 5:35 pm

No department updates.

6. COUNCIL LIAISON UPDATES 5:35 pm

Iversen shadowed the Court process with the Prosecutor’s office.

7. BOARDS AND COMMISSIONS APPOINTMENT 5:36 pm

Request Approval of an Appointment to the Environmental Commission

Andrew Gunther Environmental Commission Completing 2- Year Term Expires: 02/01/2025

Deckard moved to approve the appointment of Andrew Gunther to the Environmental Commission completing a term of 2-years which expires on February 1, 2025. McKim seconded.

Iversen, as Environmental Commission liaison, gave a brief update. Brief Council discussion. No public comment.

Wiltz asked for a Roll Call vote:

Shell called the roll.

Iversen Yes

McKim Yes

Wiltz Yes

Hawk Yes

Crossley Yes

Deckard Yes

Munson Not present

Motion passed 6-0; unanimous

8. SHERIFF’S OFFICE/ CORRECTIONAL CENTER, Kyle Gibbons 5:39 pm

Department Report

Semi-Annual Summary 2023 Monroe County Commissary Fund (January- June)

Jail Commander Kyle Gibbons gave a review of the Commissary Fund. Council discussion ensued

**Councilor Munson arrived at 5:44 pm.*

9. LEGAL DEPARTMENT, Jeff Cockerill 5:48 pm
Request the Approval of Ordinance 2023-34: General Obligation Bond

The first reading of this item took place at the September 26 Work Session.

The projects include but are not limited to **1.** various building and office space improvements including furniture, carpeting, tile, office space/system renovations, new office systems, restroom improvements, computer improvements and audio/video equipment improvements; **2.** parking garage improvements including security and gate systems; **3.** Karst trail extension; **4.** medical equipment for sheriff’s vehicles; **5.** airport improvements; and **6.** Karst field turf; and all related improvements and the incidental expenses in connection with these projects.

Deckard moved to approve the request to approve Ordinance 2023-34: An Ordinance Authorizing the Issuance of General Obligation Bonds for projects which include, but are not limited to: 1. various building and office space improvements including furniture, carpeting, tile, office space/system renovations, new office systems, restroom improvements, computer improvements and audio/video equipment improvements; 2. parking garage improvements including security and gate systems; 3. Karst trail extension; 4. medical equipment for sheriff’s vehicles; 5. airport improvements; and 6. Karst field turf; and all related improvements and the incidental expenses in connection with these projects. McKim seconded.

Jeff Cockerill presented this item to Council. Brief Council discussion. No public comment.

Wiltz asked for a Roll Call vote:

Shell called the roll.

- Munson Yes**
- Wiltz Yes**
- Crossley Yes**
- Deckard Yes**
- Hawk Yes**
- Iversen Yes**
- McKim Yes**

Motion passed 7-0; unanimous

10. BOARD OF COMMISSIONERS, Angie Purdie 5:58 pm
Request the Creation of New Account Lines and Simultaneously Approve Additional Appropriations
Election Fund- Commissioners, 1215-0068

	<i>New Account Lines:</i>	<i>23001</i>	<i>30011</i>	<i>36003</i>	<i>36012</i>
23001	Materials and Parts	\$1,000.00			
30011	Rent	\$57,500.00			
36003	Utilities	\$7,500.00			
36012	Service Contracts	<u>\$6,000.00</u>			
	TOTAL	\$72,000.00			

The Board of Commissioners is requesting the creation of four (4) new account lines and an additional appropriation in each line. This fund supports the operations of the NAPA/ Election Operations Building (Utilities, Materials and Parts, Service Contracts, and rent).

Deckard moved to approve the Commissioners' request for new account lines and to simultaneously approve additional appropriations in Fund 1215-0068, Election Fund-Commissioners, in the amount of \$1,000 in the Supplies Category and \$71,000 in the Services Category for a total appropriation of \$72,000. McKim seconded.

Angie Purdie, Commissioners' Administrator, presented this item to Council. Council discussion. No public comment.

Wiltz asked for a Roll Call vote:

Shell called the roll.

Wiltz Yes

Crossley Yes

Deckard Yes

Hawk Yes

Iversen Yes

McKim Yes

Munson Yes

Motion passed 7-0; unanimous

11. PROSECUTOR'S OFFICE, Beth Hamlin 6:02 pm
Request the Creation of a New Location Number and Simultaneously Approve Additional Appropriations

STOP Grant, 8123-9624

13015 Domestic Violence PDA \$44,263.64

13425 Sex Crimes DPA \$44,263.65

17801 Part- Time \$11,700.00

18101 FICA \$6,066.00

18201 PERF \$11,260.00

TOTAL \$117,553.30

The Department is requesting to create a new location number for grant tracking purposes, and to appropriate renewed STOP grant funding for the time period of 10/1/2022- 9/30/2023. The funds will pay a portion of salary and benefits for a full-time Sex Crimea DPA Specialist, a full-time Domestic Violence DPA Specialist, and a part-time assistant to the Special Victims Unit. The Department has not yet received a copy of a grant award letter or agreement from the Indiana Criminal Justice Institute but has received approval of the funds within the grant software.

This item was tabled to the October 24th Council Work Session, per Item #3.

12. COURTS, Lisa Abraham 6:03 pm
Request Approval of an Additional Appropriation

Court Interpreter Grant, 4018-0000

33052 Certified Interpreters \$2,000.00

The Department received a Court Interpreter Emergency Grant in the amount of \$2,000 for the remainder of 2023. This is a reimbursable grant that will help offset the costs incurred with interpreter services for court hearings.

Council Regular Session and Budget First Reading
Tuesday, October 10, 2023, 5:30 pm

4

Deckard moved to approve the Courts' request for additional appropriations in Fund 4018-0000, Court Interpreter Grant, in the amount of \$2,000 in the Services Category. McKim seconded.

On behalf of Lisa Abraham who was unable to attend tonight, Kim Shell presented a written statement from Lisa Abraham. No Council discussion. No public comment.

Wiltz asked for a Roll Call vote:

Shell called the roll.

Iversen Yes

McKim Yes

Hawk Yes

Munson Yes

Deckard Yes

Wiltz Yes

Crossley Yes

Motion passed 7-0; unanimous

13. HEALTH DEPARTMENT, Lori Kelley 6:06 pm

A. Request Approval of Additional Appropriations

TANF- FUTURES, 8150-9623

10071 Nurse Practitioner \$3,265.50

10187 Clinic Manager \$1,443.10

10188 Licensed Practical Nurse \$109.60

21112 LARC \$2,276.04

TOTAL \$7,094.24

The Department is requesting approval of an additional appropriation of \$4,819 of earned income and \$2,276 of Long-Acting Reversible Contraception (LARC) reimbursement. LARC reimbursement is a separate reimbursement from TANF. The reimbursement is to help offset the cost of LARC supplies. Supporting documents for August have been included.

Deckard moved to approve the Health Department's request for additional appropriations in Fund 8150-9623, TANF-Futures, in the amount of \$4,818.20 in the Personnel Category and \$2,276.04 in the Supplies Category for a total appropriation of \$7,094.24. McKim seconded.

Lori Kelley, Health Administrator, presented this item to Council. No Council discussion. No public comment.

Wiltz asked for a Roll Call vote:

Shell called the roll.

Munson Yes

McKim Yes

Crossley Yes

Wiltz Yes

Hawk Yes

Iversen Yes

Deckard Yes

Motion passed 7-0; unanimous

The Drug Treatment Court Program was awarded \$2,080 for the purchase of instant-cup urine testing supplies. Additionally, the Community Corrections Program was awarded \$1,350 to purchase Change Companies Interactive Journals. Interactive journaling is an evidence-based intervention used to help clients develop pro-social thoughts, skills, and behaviors in an effort to reduce the likelihood of re-offending.

Deckard moved to approve the Probation Department’s request for additional appropriations in Fund 4924-9624, Probation CARES Grant, in the amount of \$1,350 in the Supplies Category and \$2,080 in the Services Category for a total appropriation of \$3,430. McKim seconded.

Hatfield presented this item to Council. No Council discussion. No public comment.

Wiltz asked for a Roll Call vote:

Shell called the roll.

Munson Yes
Deckard Yes
Hawk Yes
Crossley Yes
McKim Yes
Wiltz Yes
Iversen Yes

Motion passed 7-0; unanimous

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D. Request the Creation of New Account Lines and Simultaneously Approve Additional Appropriations 6:21 pm

New Account Lines: 12141 17601 17801 18001

Pretrial Program Grant IOCS, 9140-0000

12141	Senior Trial Attorney	\$76,277.00
14300	Probation Officer	\$64,420.00
17601	Longevity	\$1,000.00
17801	Part-time	\$10,000.00
18001	FT Self Insurance	\$24,632.00
18101	FICA	\$11,036.00
18201	PERF	<u>\$19,980.00</u>

TOTAL \$207,345.00

The Department was awarded \$207,345 in grant funding from the IOCS to aid in continuing to provide pretrial services for the time period of 1/1/2024- 12/31/2024. The grant will be used to continue to pay the salary plus fringe benefits of a Deputy Public Defender and a Probation Officer assigned to pretrial services. The grant will also be used to pay for a part-time Probation Officer Assistant to aid in collecting statistics for the program.

Deckard moved to approve the Probation Department’s request for new account lines and to simultaneously approve additional appropriations in Fund 9140-0000, Pretrial Program Grant IOCS, in the amount of \$207,345 in the Personnel Category. McKim seconded.

Hatfield presented this item to Council. Brief Council discussion. No public comment.

Wiltz asked for a Roll Call vote:
Shell called the roll.
Munson Yes
Hawk Yes
Deckard Yes
Wiltz Yes
McKim Yes
Iversen Yes
Crossley Yes
Motion passed 7-0; unanimous

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F. Request the Creation of New Account Lines and Simultaneously Approve Additional Appropriations 6:31 pm

New Account Lines:
11409 11410 11412 11415 11416 11417
11420 11440 11450 11460 11470 11480
11492 11493 11494 14289 17601 18001 18201

Community Corrections Grant, 9142-0000

11409	Office Manager- Community Corrections	\$40,000.00
11410	Probation Officer/ CASP Post-Sentence	\$45,000.00
11412	Field Officer	\$35,000.00
11415	Probation Officer/ CASP Post-Sentence	\$50,000.00
11416	Field Officer	\$35,000.00
11417	Probation Officer/ CASP Post-Sentence	\$50,000.00
11420	Field Officer	\$35,000.00
11440	Field Officer	\$35,000.00
11450	Probation Officer/ CASP Post-Sentence	\$40,000.00
11460	Field Officer	\$35,000.00
11470	CASP Director	\$60,000.00
11480	Field Officer	\$35,000.00
11492	Pretrial Services Program Director	\$60,000.00
11493	Legal Secretary- Receptionist	\$35,000.00
11494	Director- Deputy Chief PO/ Community Corrections	\$68,941.00
14289	Evidence- Based Practices Coordinator	\$55,000.00
17601	Longevity	\$3,000.00
18001	FT Self Insurance	\$176,000.00
18101	FICA	\$54,846.00
18201	PERF	\$101,380.00
TOTAL		\$1,049,167.00

Deckard moved to approve the Probation Department’s request for new account lines and to simultaneously approve additional appropriations in Fund 9142-0000, Community Corrections Grant, in the amount of \$1,049,167 in the Personnel Category. McKim seconded.

Hatfield presented this item to Council. Council discussion ensued. No public comment.

Wiltz asked for a Roll Call vote:

Shell called the roll.

Wiltz Yes
Deckard Yes
Hawk Yes
Crossley Yes
McKim Yes
Iversen Yes
Munson Yes

Motion passed 7-0; unanimous

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G. Request the Creation of New Account Lines and Simultaneously Approve Additional Appropriations 6:39 pm

New Account Lines:

11411 11424 11491 18001 18201

Drug Court Grant, 9148-0000

11411	Field Officer	\$30,000.00
11424	Probation Officer/ PSC	\$41,817.00
11491	Field Officer	\$30,000.00
17601	Longevity	\$600.00
18001	FT Self Insurance	\$33,000.00
18101	FICA	\$7,835.00
18201	PERF	<u>\$14,459.00</u>

TOTAL \$157,711.00

Deckard moved to approve the Probation Department’s request for new account lines and to simultaneously approve additional appropriations in Fund 9148-0000, Drug Court Grant, in the amount of \$157,711 in the Personnel Category. McKim seconded.

Hatfield presented this item to Council. Council discussion ensued. No public comment.

Wiltz asked for a Roll Call vote:

Shell called the roll.

Crossley Yes
Hawk Yes
McKim Yes
Wiltz Yes
Munson Yes
Deckard Yes
Iversen Yes

Motion passed 7-0; unanimous

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H. Request the Creation of New Account Lines and Simultaneously Approve Additional Appropriations 6:43 pm

New Account Lines:

11422 11423 14235 14236 18001 18101 18201

<u>Pretrial Services Grant, 9144-0000</u>		
11422	Probation Officer/ CASP Pretrial	\$40,000.00
11423	Probation Officer/ CASP Pretrial	\$45,000.00
14235	Probation Officer/ CASP Pretrial	\$50,000.00
14236	Probation Officer/ CASP Pretrial	\$52,005.00
18001	FT Self Insurance	\$44,000.00
18101	FICA	\$14,306.00
18201	PERF	<u>\$26,555.00</u>
TOTAL		\$271,866.00

Deckard moved to approve the Probation Department’s request for new account lines and to simultaneously approve additional appropriations in Fund 9144-0000, Pretrial Services Grant, in the amount of \$271,866 in the Personnel Category. McKim seconded.

Hatfield presented this item to Council. Brief Council discussion. Public comment from Auditor Smith.

Wiltz asked for a Roll Call vote:

Shell called the roll.

- McKim** Yes
- Deckard** Yes
- Crossley** Yes
- Hawk** Yes
- Wiltz** Yes
- Munson** Yes
- Iversen** Yes

Motion passed 7-0; unanimous

15. DISCUSSION ON OPIOID SETTLEMENT FUNDS 6:47 pm

A. Update from Board of Commissioners

Commissioner Githens presented a power point presentation to update Council on the Opioid Grant.

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B. Update from County Financial Director

Bri Gregory, Financial Director, stated that estimated settlement totals to be received are: Unrestricted funds \$1,349,049.22 and Restricted funds \$3,597,505.82.

Council discussion ensued.

*Wiltz called for a ten-minute recess at 7:37 pm.
Meeting resumed at 7:50 pm.*

16. AMERICAN RESCUE PLAN ACT (ARPA) 7:50 pm

Request the Approval of an Additional Appropriation

American Rescue Plan Act, 8950-0000

Personnel Category	\$24,000,000.00
Supplies Category	\$24,000,000.00
Services Category	\$24,000,000.00
Capital Category	\$24,000,000.00

This item was tabled from the September 26th Work Session.

The Board of Commissioners and County Council are reviewing American Rescue Plan Act (ARPA) Projects. The amount of available ARPA funds of \$24,000,000 was advertised across all categories to give Commissioners and Council flexibility in their project appropriation decision. Disbursements of appropriated funds for ARPA Projects are contingent on the inclusion of the projects within the Ordinance establishing Monroe County’s ARPA plan and passage of the plan by the Board of Commissioners.

Wiltz moved to table this item to the October 24, 2023, Work Session. McKim seconded.

Wiltz called for a Voice vote.

Motion passed; unanimous

17. FIRST READING OF 2024 BUDGET

A. Ordinance 2023-39: Monroe Fire Protection District 2024 Budget 7:51 pm

Munson read Ordinance 2023-39: Monroe Fire Protection District 2024 Budget.

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B. Ordinance 2023-40: Monroe County Solid Waste Management District 2024 Budget 7:55 pm

Hawk read Ordinance 2023-40: Monroe County Solid Waste Management District 2024 Budget.

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C. Ordinance 2023-41: Monroe County 2024 Budget 7:58 pm

McKim read Ordinance 2023-41: Monroe County 2024 Budget.

Wiltz read the Home Ruled Funds (these are funds not reviewed by DLGF).

Council discussion ensued.

18. FIRST READING OF MONROE COUNTY 2024 SALARY ORDINANCE

A. Ordinance 2023-42A: 2024 Salary Ordinance – Elected Officials 8:32 pm

Deckard read Ordinance 2023-42A: 2024 Salary Ordinance-Elected Officials.

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B. Ordinance 2023-42B: 2024 Salary Ordinance – Monroe County Employees 8:37 pm

Iversen and Crossley read Ordinance 2023-42B: 2024 Salary Ordinance-Monroe County Employees.

Council Administrator, Kim Shell, and County Legal, Molly Turner-King, had suggested changes to the Longevity language.

McKim moved that Council amend the draft 2024 Salary Ordinance to include the text that’s been provided by the Council office. Deckard seconded.

Wiltz called for a Voice vote.
Motion passed; unanimous

Shell stated that legal counsel recommended that this longevity information also be put into the 2023 Salary Ordinance.

McKim moved that Council amend the 2023 Salary Ordinance to add the updated longevity text. Deckard seconded.

Wiltz called for a Voice vote.
Motion passed; unanimous

Discussion ensued.

19. COUNCIL OFFICE, Kim Shell 8:02 pm
Review of Draft 2024 Council Meeting Schedule

Changes to 2024 Council Meeting schedule discussed.

20. COUNCIL COMMENTS 8:08 pm

McKim won’t be in attendance at the Adoption of the 2024 Monroe County Budget on Tuesday, October 17, 2023 due to a business trip.

21. ADJOURNMENT 9:09 PM



MONROE COUNTY COUNCIL

Monroe County Courthouse, Room 306
100 W Kirkwood Avenue
Bloomington, Indiana 47404
Office: 812-349-7312
CouncilOffice@co.monroe.in.us

Kate Wiltz, President
Trent Deckard, President Pro Tempore
Jennifer Crossley
Marty Hawk
Peter Iversen
Geoff McKim
Cheryl Munson

COUNCIL WORK SESSION SUMMARY MINUTES Tuesday, October 24, 2023 at 5:30 pm Nat U. Hill Meeting Room and Zoom Connection

Members

- Present – **In Person** – Kate Wiltz, President
- Present – **In Person** – Trent Deckard, President Pro Tempore
- Present – **In Person** – Jennifer Crossley
- *Present – **In Person** – Marty Hawk
- Present – **In Person** – Peter Iversen
- Present – **In Person** - Geoff McKim
- *Present – **In Person** – Cheryl Munson

Staff

- Present – **In Person** – Molly Turner-King, Legal Counsel
- Present – **In Person** – Courtney Moser, Assistant Council Administrator

1. CALL TO ORDER

Wiltz called the meeting to order at 5:33 pm. Wiltz noted that she, Councilors Crossley, Deckard Hawk, Iversen, and McKim were present in the Nat U Hill Room.

2. ADOPTION OF AGENDA 5:34 pm

No changes.

3. PUBLIC COMMENT – items NOT on the agenda (limited to 3 minutes per speaker) 5:34 pm

None.

4. DEPARTMENT UPDATES 5:35 pm

None.

5. COUNCIL LIAISON UPDATES 5:35 pm

Iversen gave an update on Monroe County’s inaugural climate vulnerabilities workshop. A solutions workshop will take place on Friday December 9th from 9 am to 4 pm in the Nat U Hill Room. Iversen stated that the County Climate Group met on Thursday, October 19th.

Deckard gave update on the Clerk and Election Board who are preparing for election and referendum vote.

*Munson arrived at 5:40pm.

6. LEGAL DEPARTMENT, Jeff Cockerill 5:40 pm
Approval of Ordinance 2023-35: General Obligation Bond Appropriation

The first reading of this item took place at the September 26 Work Session.

This is a request for an appropriation for the 2023 General Obligation Bond. The projects include but are not limited to **1.** various building and office space improvements including furniture, carpeting, tile, office space/system renovations, new office systems, restroom improvements, computer improvements, and audio/video equipment improvements; **2.** parking garage improvements including security and gate systems; **3.** Karst trail extension; **4.** medical equipment for sheriff’s vehicles; **5.** airport improvements; and **6.** Karst field turf; and all related improvements and the incidental expenses in connection with these projects.

Deckard moved to approve the request of Ordinance 2023-35: An Ordinance Authorizing Appropriations for General Obligation Bonds in the amount not to exceed Three Million One Hundred Thousand Dollars (\$3,100,000) for projects which include, but are not limited to: 1.) various building and office space improvements including furniture, carpeting, tile, office space/system renovations, new office systems, restroom improvements, computer improvements and audio/video equipment improvements; 2.) parking garage improvements including security and gate systems; 3.) Karst trail extension; 4.) medical equipment for sheriff’s vehicles; 5.) airport improvements; and 6.) Karst field turf; and all related improvements and the incidental expenses in connection with these projects. McKim seconded.

Jeff Cockerill, County Legal, presented this to the Council. Council discussion. No public comment.

Wiltz asked for a Roll Call vote:

Moser called the roll.

Iversen	Yes
Hawk	Yes
Deckard	Yes
Crossley	Yes
Wiltz	Yes
Munson	Yes
McKim	Yes

Motion passed 7-0; unanimous

7. **PROSECUTOR’S OFFICE, Beth Hamlin 5:46 pm**
Request the Creation of a New Location Number and Simultaneously Approve Additional Appropriations

STOP Grant, 8123-9624

13015	Domestic Violence PDA	\$44,263.64
13425	Sex Crimes DPA	\$44,263.65
17801	Part- Time	\$11,700.00
18101	FICA	\$6,066.00
18201	PERF	<u>\$11,260.00</u>
TOTAL		\$117,553.30

This item was tabled from the October 10 Regular Session.

The Department is requesting to create a new location number for grant tracking purposes, and to appropriate renewed STOP grant funding for the time period of 10/1/2022- 9/30/2023. The funds will pay a portion of salary and benefits for a full-time Sex Crimea DPA Specialist, a full-time Domestic Violence DPA Specialist, and a part-time assistant to the Special Victims Unit. The Department has not yet received a copy of a grant award letter or agreement from the Indiana Criminal Justice Institute but has received approval of the funds within the grant software.

McKim moved to table this item to the November 14, 2023, Regular Session of the Council. Deckard seconded.

Wiltz asked for a voice vote:

McKim Yes
Munson Yes
Wiltz Yes
Crossley Yes
Deckard Yes
Hawk Yes
Iversen Yes

Motion passed 7-0; unanimous

8. **HEALTH DEPARTMENT, Lori Kelley 5:48 pm**
Request Approval of a New Position and Simultaneously Amending the 2024 Salary Ordinance
Local Public Health Services, 1161-0000

ADD:

10180 Behavioral Health & Wellness Coordinator PAT C 35 Hrs. Non-Exempt Range: \$49,486 -\$62,681

On October 3rd, PAC Members approved forwarding this item to Council for consideration.

The Department is requesting the creation of a new position for 2024 due to opting into Health First Indiana and new core service requirements that will need to be fulfilled. The position will be responsible for coordinating programs designed to improve health outcomes, education, and referral services. Waggoner, Irwin, & Scheele (WIS) reviewed the request and recommended if the position is approved it be classified as a PAT C Non-Exempt.

Deckard moved to approve the Health Department’s Behavioral Health and Wellness job description and to simultaneously amend the 2024 Salary Ordinance in Fund 1161-0000, Local Public Health Services, adding

account line 10180, Behavioral Health and Wellness Coordinator PAT C, 35 Hours, Non-Exempt. McKim seconded.

Lori Kelley, Health Administrator, presented this item to Council. Council discussion ensued. No public comment.

Wiltz asked for a Roll Call vote:

Moser called the roll.

Munson Yes

Wiltz Yes

Crossley Yes

Deckard Yes

Hawk Yes

Iversen Yes

McKim Yes

Motion passed 7-0; unanimous

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9. **YOUTH SERVICES BUREAU, Vanessa Schmidt 5:52 pm**
Request Approval to Update Job Description and Simultaneously Amend the 2023 and 2024 Salary Ordinance
-Data Specialist
LIT-Special Purpose-YSB, 1114-0166
FROM:
11126 Data Specialist PAT A 35 Hours Non-exempt Current Salary: \$45,773
TO:
11126 Data Specialist PAT B 35 Hours Non-exempt Proposed: \$48,449
Requested Effective Date: October 22, 2023

On October 3rd, PAC Members approved forwarding this item to Council for consideration.

The Department originally requested a reclassification for this position at the May 2, 2023 PAC meeting. A WIS Recommendation was reviewed by PAC at the June 6, 2023. The Department requested to pull the request in order to revise the job description to add important revisions that may impact the request. At the September 5, 2023 PAC meeting, the Department requested a second review of the position due to revised job duties, role and responsibility clarification, and increased expectations because of new software/database implementation and added programs. Waggoner, Irwin, & Scheele (WIS) reviewed the second request and recommended the position be reclassified as a PAT B.

Deckard moved to approve the Youth Services Bureau's request to update the job description of the Data Specialist and to simultaneously amend the 2023 and 2024 Salary Ordinances in Fund 1114-0166, LIT- Special Purpose-YSB, account line 11126, Data Specialist to a PAT B, 35 Hours, Non-Exempt with an effective date of October 22, 2023. McKim seconded.

Vanessa Schmidt, YSB Deputy Director, presented this item to Council. Council discussion. No public comment.

Wiltz asked for a Roll Call vote:

Moser called the roll.

Wiltz Yes

Crossley Yes

Deckard Yes

Hawk Yes

Iversen Yes

McKim Yes

Munson Yes

Motion passed 7-0; unanimous

10. HIGHWAY DEPARTMENT, Lisa Ridge

A. Request Approval to Update Job Descriptions and Simultaneously Amend the 2023 and 2024

Salary Ordinance 5:57 pm

-Highway Superintendent

-Highway Director

Motor Vehicle Highway, 1176-0000

FROM:

15809 Highway Superintendent EXE A 40 Hours Exempt Current Salary: \$80,600

15810 Highway Director EXE B 40 Hours Exempt Current Salary: \$98,842

TO:

15809 Highway Superintendent EXE B 40 Hours Exempt Proposed: \$93,642

15810 Highway Director SO 40 Hours Exempt Proposed: \$98,842

Requested Effective Date: October 22, 2023

On October 3rd, PAC Members approved forwarding to Council with a positive recommendation for a Special Occupation classification.

The Department is requesting the reclassification of two (2) positions to fix the organizational flow of the department. Currently, the Highway Director is classified as an EXE B. The Department currently has two positions classified at EXE A, Highway Superintendent and MS4 Coordinator. The Superintendent is responsible for management of the department under the Director, especially in the absence of the Director. The request is for the Director to be reclassified as an SO (no salary change request) and for the Superintendent to be reclassified as an EXE B, with the MS4 Coordinator remaining as an EXE A. The only salary increase involved in the request is the reclassification of the Superintendent from an EXE A to an EXE B. The Department can financially support this increase.

Deckard moved to open for discussion and approval of the Highway Department’s request to update the job descriptions of the Highway Superintendent and Highway Director and to amend the job descriptions of the Bridge Crew Supervisor, Communications Manager, and MS4 Coordinator to report to the Highway Superintendent and amend the job description of the Stormwater Equipment Operator to report to the Stormwater Crew Foreman. This would simultaneously amend the 2023 and 2024 Salary Ordinances in Fund 1176-0000, Motor Vehicle Highway, account line 15809, Highway Superintendent to an EXE B, 40 Hours, Exempt, and account line 15810, Highway Director to an SO, 40 Hours Exempt, both with an effective date of October 22, 2023. McKim seconded the motion.

Lisa Ridge, Highway Director, presented this item to Council. Council discussion. No public comment.

Wiltz asked for a Roll Call vote:

Moser called the roll.

Crossley Yes
Wiltz Yes
Deckard Yes
Munson Yes
Hawk Yes
McKim Yes
Iversen Yes

Motion passed 7-0; unanimous

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B. Request Approval to Update Job Description and Simultaneously Amend the 2023 and 2024

Salary Ordinance 6:02 pm

-Highway Administrative Assistant

Motor Vehicle Highway, 1176-0000

FROM:

11002 Administrative Assistant COMOT C 40 Hours Non-exempt Current Salary: \$49,567

TO:

11002 Administrative Assistant COMOT D 40 Hours Non-exempt Proposed: \$52,188

Requested Effective Date: October 22, 2023

On October 3rd, PAC Members approved forwarding this item to Council for consideration.

The Department is requesting a review of the Highway Administrative Assistant position due to the addition of job duties to include financial responsibilities, and an update to education requirements. Waggoner, Irwin, & Scheele (WIS) reviewed the request and recommended the position be reclassified as a COMOT D.

Deckard moved to approve the Highway Department’s request to update the job description of the Highway Administrative Assistant and to simultaneously amend the 2023 and 2024 Salary Ordinances in Fund 1176-0000, Motor Vehicle Highway, account line 11002, Administrative Assistant, to a COMOT D, 40 Hours, Non-Exempt with an effective date of October 22, 2023. McKim seconded.

Ridge presented this item to Council. No Council discussion. No public comment.

Wiltz asked for a Roll Call vote:

Moser called the roll.

Iversen Yes
McKim Yes
Hawk Yes
Munson Yes
Deckard Yes
Wiltz Yes
Crossley Yes

Motion passed 7-0; unanimous

11. SURVEYOR’S OFFICE, Trohn Enright Randolph 6:09 pm
Request Approval to Update Job Description and Simultaneously Amend the 2023 and 2024 Salary Ordinance

-Survey Technician

General Fund- Surveyor, 1000-0006 (75% Split)

Surveyor’s Corner Perpetuation Fund, 1202-0000 (25% Split)

FROM:

12009 Survey Technician PAT A 35 Hours Non-exempt Current Salary: \$45,773

TO:

12009 Survey Technician PAT B 40 Hours Non-exempt Proposed: \$55,370

Requested Effective Date: October 22, 2023

On October 3rd, PAC Members approved forwarding this item to Council for consideration.

The Department is requesting the reclassification of the position due to the expansion of job duties including providing administrative support to the County Surveyor and assisting the Professional Surveyor in statutory duties. Waggoner, Irwin, & Scheele (WIS) reviewed the request and recommended the position be reclassified as a PAT B.

Deckard moved to approve the Surveyor’s request to update the job description of the Survey Technician and to simultaneously amend the 2023 and 2024 Salary Ordinances in Fund 1000-0006, General- Fund-Surveyor, account line 12009, Survey Technician to a PAT B, 40 Hours, Non-Exempt with an effective date of October 22, 2023. McKim seconded.

Trohn Enright Randolph, County Surveyor, presented this item to Council. Council comment. No public comment.

Wiltz asked for a Roll Call vote:

Moser called the roll.

Munson Yes

McKim Yes

Crossley Yes

Wiltz Yes

Hawk Yes

Iversen Yes

Deckard Yes

Motion passed 7-0; unanimous

12. BOARD OF COMMISSIONERS, Angie Purdie and Mark Delong 6:13 pm
Request the Creation of a New Account Line and Simultaneously Approve an Additional Appropriation

New Account Line: 30013

Opioid Restricted, 2257-0000

30013 Professional Services \$93,000

Amethyst House applied for the Indiana’s Opioid Settlement Match Grant RFF with the support of the Board of Commissioners but did not receive the requested support. The Board of Commissioners believes Amethyst’s proposal is appropriate for the use of the County received Opioid Settlement funds. Fund 2257- Restricted- has a balance of \$436,666.37; the request from Amethyst meets the criteria for the use of restricted funds. Should

Council Summary Minutes
Tuesday, October 24, 2023, 5:30 pm

Council approve this request, the appropriation is dependent upon a formal agreement with the Board of Commissioners.

Deckard moved to open for discussion the request from the Board of Commissioners regarding Opioid Restricted funds. McKim seconded.

Angie Purdie, Commissioners' Administrator, and Mark Delong from Amethyst House, presented this item to Council.

Council discussion ensued. McKim moved to Table to the November 14, 2023, Council meeting. Iversen seconded.

Council asked that they include a proposed contract with the scope of work that would be involved. Iversen will work with them on the proposed contract.

Wiltz asked for a voice vote:

McKim	Yes
Crossley	Yes
Wiltz	Yes
Hawk	Yes
Iversen	Yes
Deckard	Yes
Munson	Yes

Motion passed 7-0; unanimous

13. JAIL/CORRECTIONAL CENTER, Kyle Gibbons and Jordan Miller 7:07 pm
Discussion of the Creation of a Transitional Team

The Department would like to discuss the possibility of adding eight (8) Correctional Facility Transition Team members.

Deckard moved to open for discussion the creation of a Correctional Facility Transition Team. McKim seconded.

Sheriff Marté, Jail Commander Kyle Gibbons, Chief Deputy Phil Parker, and Financial Manager Jordan Miller presented this item to Council.

Council discussion ensued.

Wiltz called for a 10-minute break at 7:49 pm.

Meeting resumed at 8 pm.

Hawk left the meeting during the recess.

14. AUDITOR’S OFFICE, Molly Turner-King 8:00 pm
Request Approval for a New Account Line for a Compensatory Time Payout
General Fund- Auditor, 1000-0002

**New Account Line*
18501 Comp Time Payout
18501 Comp Time Payout \$487.46 *(23.64 hours x \$20.62 hourly rate)*

The Department is requesting permission to pay for Compensatory Time earned while an employee worked for the Auditor’s Office. The employee transferred to another department. The total payout will be \$487.46 (23.64 hours x \$20.62 hourly rate). The Auditor’s Office is also requesting the creation of a new account line to pay out the compensatory time.

Deckard moved to approve the Auditor’s request for a new account line 18501, Compensatory Time Payout, in Fund 1000-0002, General Fund-Auditor to payout an employee’s accumulated compensatory time transitioning to a new department. Iversen seconded.

Molly Turner-King, County Legal, presented on this item. Council discussion. No public comment.

Wiltz asked for a Roll Call vote:

Moser called the roll.

Wiltz Yes
Iversen Yes
Deckard Yes
Munson Yes
McKim Yes
Crossley Yes

Motion passed 6-0; unanimous

15. AMERICAN RESCUE PLAN ACT (ARPA) 8:11 pm
Request the Approval of an Additional Appropriation

American Rescue Plan Act, 8950-0000
Personnel Category \$24,000,000.00
Supplies Category \$24,000,000.00
Services Category \$24,000,000.00
Capital Category \$24,000,000.00

This item was tabled from the October 10th Regular Session.

The Board of Commissioners and County Council are reviewing American Rescue Plan Act (ARPA) Projects. The amount of available ARPA funds of \$24,000,000 was advertised across all categories to give Commissioners and Council flexibility in their project appropriation decision. Disbursements of appropriated funds for ARPA Projects are contingent on the inclusion of the projects within the Ordinance establishing Monroe County’s ARPA plan and passage of the plan by the Board of Commissioners.

Deckard moved to approve the Additional Appropriations in Fund 8950-0000, American Rescue Plan Act, in the following account lines:

29001	ARPA Gun Safes	\$ 40,000
36709	ARPA Rural Housing Repair	\$ 200,000
36710	ARPA Septic Assistance	\$ 200,000
37486	ARPA Pantry 279	\$ 65,000
37487	ARPA Hoosier Hills Food Pantry	\$ 100,000
37488	ARPA Community Kitchen	\$ 400,000
37489	ARPA People's Market	\$ 48,000
37491	ARPA Smart Start Community Fndtn	\$ 200,000
48007	ARPA Summit Hill	\$ 700,000
FOR A TOTAL APPROPRIATION OF		\$1,953,000

McKim seconded.

Commissioner Githens presented this item to Council. Council discussion. Public comment from Leigh Grundfer and Carlos Laverty.

Wiltz asked for a Roll Call vote:

Moser called the roll.

Iversen Yes
Deckard Yes
Crossley Yes
McKim Yes
Wiltz Yes
Munson Yes

Motion passed 6-0; unanimous

16. COUNCIL OFFICE, Courtney Moser 8:35 pm
Approval of Resolution 2023-29: 2024 Council Meeting Schedule

Deckard moved to approve Resolution 2023-29: 2024 Council Meeting Schedule. McKim seconded.

No discussion needed. No public comment.

Wiltz asked for a Voice vote:

Wiltz Yes
Deckard Yes
Crossley Yes
Iversen Yes
McKim Yes
Munson Yes

Motion passed 6-0; unanimous

Deckard moved to amend the Resolution to show all budget references to start at 5:00 pm instead of 5:30 pm. McKim seconded.

Wiltz asked for a Voice vote:

Wiltz Yes
Deckard Yes
Crossley Yes
Iversen Yes
McKim Yes
Munson Yes

Motion passed 6-0; unanimous

17. APPROVAL OF SUMMARY MINUTES AS PRESENTED 8:37 pm

-August 8th: Regular Session
-August 22nd: Work Session

Deckard moved to approve the County Council Summary Minutes of August 8, 2023 – Regular Session and August 22, 2023 – Work Session as presented. McKim seconded.

Wiltz asked for a Voice vote:

Wiltz Yes
Deckard Yes
Crossley Yes
Iversen Yes
McKim Yes
Munson Yes

Motion passed 6-0; unanimous

18. COUNCIL COMMENTS 8:39 pm

None.

19. ADJOURNMENT 8:40 pm