



**MONROE COUNTY BOARD OF COMMISSIONERS'AGENDA  
MONROE COUNTY COURTHOUSE  
JUDGE NAT U. HILL III MEETING ROOM  
BLOOMINGTON, INDIANA  
AUGUST 28, 2019  
10:00 am**

	Page
I. CALL TO ORDER	
II. COMMISSIONERS' PUBLIC STATEMENT	
III. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA, LIMITED TO 3 MINUTES	
IV. APPROVAL OF MINUTES	1
• AUGUST 21, 2019	
V. APPROVAL OF CLAIMS DOCKET	
• ACCOUNTS PAYABLE – AUGUST 28, 2019	
• PAYROLL – AUGUST 30, 2019	
VI. REPORTS	
• CLERK OF CIRCUIT COURT – JULY 2019	6
• WEIGHTS AND MEASURES – JULY 16 TO AUGUST 15, 2019	8
• TRAFFIC/ROAD UPDATE	

## **VII. NEW BUSINESS**

- A. MOVE TO APPROVE: PARTNERSHIP AGREEMENT WITH INDIANA LIMESTONE SYMPOSIUM. 9**  
**FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A**  
Executive Summary: This is a partnership to provide the community with opportunities to learn about limestone. ILS will have a dedicated space at Karst Farm Park to use for limestone carving, seminars and programming.  
**John Robertson, Parks & Rec**
- B. MOVE TO APPROVE: AMERICAN FINANCIAL CREDIT SERVICES, INC. AGREEMENT. 14**  
**FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A**  
Executive Summary: This agreement will allow American Financial Credit Services to collect unpaid personal property taxes. AFCS collection fee is 27% of total balance. The fee will be collected by the Treasurer and remit to AFCS. No cost to the county to collect unpaid taxes.  
**Jessica McClellan, Treasurer.**
- C. MOVE TO APPROVE: CLOSURE AGREEMENT WITH HONEYWELL. 21**  
**FUND NAME: N/A FUND NUMBER: NA/ AMOUNT: N/A**  
Executive Summary: This formally ends the Energy Savings project.  
**Jeff Cockerill, Attorney**
- D. MOVE TO APPROVE: RESOLUTION 2019-20; APPROVING ISSUANCE OF BONDS FOR REDEVELOPMENT COMMISSION PROJECTS. 22**  
**FUND NAME: TBD FUND NUMBER: TBD AMOUNT: NOT TO EXCEED \$8,000,000**  
Executive Summary: MC Redevelopment Commission has two upcoming road projects in the Westside TIF. Profile Parkway extension from Curry Pike to Gates Dr and Vernal Pike extension to Gates Dr. The Vernal Pike connection is part of a Federal Aid project. To ensure full funding, the RDC felt it necessary to delay the portion of the project that would connect Profile Parkway to Jonathon Dr.  
**Jeff Cockerill, Attorney**
- E. MOVE TO APPROVE: AGREEMENT WITH FIRST APPRAISAL GROUP AND GILBERT S. MORDOH & CO INC. 23**  
**FUND NAME: 2016 GO BOND FUND NUMBER: 4808 AMOUNT: \$850**  
Executive Summary: These appraisals are required to move forward for the County to purchase property from The County Parks Foundation located on Dillman Rd. Property is currently leased and used by the Sheriff's Department.  
**Jeff Cockerill, Attorney**

**F. MOVE TO APPROVE: ORDINANCE 2019-23; AMEND 86-09 SPEED LIMIT AND 86-01 NO TRUCKS.**

**28**

Executive Summary: Amending 86-09 by the deletion and addition of **Speed Limit** at various locations. Amend 89-01 by the addition of **No Semi Truck Traffic** at various locations.

**Lisa Ridge, Highway.**

**VIII. APPOINTMENTS**

**IX. ANNOUNCEMENTS**

**X. ADJOURNMENT**

**\*\*\*\*\*BREAK\*\*\*\*\***



**MINUTES  
MONROE COUNTY BOARD OF COMMISSIONERS'  
AUGUST 21, 2019  
NAT U HILL III MEETING ROOM  
COURTHOUSE  
BLOOMINGTON, IN**

The Monroe County Commissioners met in a regular meeting on August 21, 2019 at 10:00 a.m. with the following members present: Julie Thomas, President; Lee Jones, Vice President; and Penny Githens, Commissioner. Also present: Jordan Miller, Payroll Administrator; Jeff Cockerill, Attorney; Lisa Ridge, Highway Director; and Anita Freeman, Deputy Auditor. Not Present: Angie Purdie, Commissioners' Administrator.

**I. CALL TO ORDER**

The meeting was called to order by Thomas

**II. COMMISSIONERS' PUBLIC STATEMENT**

Statement read by Githens

**III. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA, LIMITED TO 3 MINUTES**

Good morning Commissioners. **Jim Shelton** with the Chamber. I'm here this morning to ask for a status update on the county development ordinance. It was due to be done in the spring of this year. In fact the Planning website still says it was going to be done in the spring this year. I asked Mr. Wilson a couple months ago at one of these meetings and he said there was some problems with it and was trying to be worked out but we've heard nothing since. We strongly support the funding to do that and I keep getting asked by members of the Chamber of what's the status so I'm asking you if you can give us an update. I've watched the end of every Plan Commission meeting to see if Mr. Wilson is going to give us an update and last night I was watching on CATS, thank you CATS, I know it was a very long meeting and he had no update and you all cheered. If you could give us an update now or sometime soon we'd very much appreciate it.

(Thomas) I can give you an interim update if that helps you. We are at this point looking to hire a firm to finish the ordinance portion, which is the writing of the code. Because we were unsatisfied with the work of the previous consultants on this point they got us to a certain point and so we are planning to have something going before the end of the year in terms of a new contract we do have money left to work with this.

(Shelton) Alright thank you. We'll still have 41 zones for a little while then.

(Thomas) Yes we will, we're talking about which comes first.

#### **IV. APPROVAL OF MINUTES**

- **AUGUST 7, 2019**
- **AUGUST 14, 2019**

**Motion carried by voice vote.**

#### **V. APPROVAL OF CLAIMS DOCKET**

- **ACCOUNTS PAYABLE – AUGUST 21, 2019**
- **PAYROLL – NONE**

Jones made motion to approve. Githens seconded.

(Miller) Total for Accounts Payable - \$1,209,750.83

- \$337,555.47 – Anthem Claims & Fees
- \$256,955.27 – Food & Beverage Tax – July
- \$129,324.59 – American Structurepoint Inc.

**After call for public comment, carried by voice vote.**

#### **VI. REPORTS**

- **TREASURER – JULY 2019**
- **TRAFFIC/ROAD UPDATE**
  - Rockport Rd between Bolin Lane and May Rd will be closing next week for paving.

#### **VII. NEW BUSINESS**

##### **A. MOVE TO APPROVE: IU WORK STUDY AGREEMENT RENEWAL WITH HEALTH DEPARTMENT.**

**FUND NAME: HEALTH      FUND NUMBER: 1159      AMOUNT: \$1,400/per year**

Jones made motion to approve. Githens seconded.

**Penny Caudill** with the Health Department. This is our agreement with Indiana University Work Study Program. In the last few years we partnered with SPEA and part of their fellowship which means we had someone for two years. The really nice thing about this fellowship is that we've got someone who can really see a project through and that's really nice. The person we had this last time was able to work on our well water project. We were able to collect information on wells in the community and do some water sampling and gather some information and we



would like to continue that work. The only way we're really going to be able to do it is to continue with some assistance. In our budget we have \$1400 allocated, it usually comes out to \$1375 for one student. This is a three year agreement so we would be back in three years asking to renew it.

(Thomas) Thank you so much. Great use of IU students and it's great for them too.

**After call for public comment, motion carried by voice vote.**

**B. MOVE TO APPROVE: SOWDERS LANDSCAPE AGREEMENT FOR COURTHOUSE.  
FUND NAME: CUMULATIVE CAPITAL FUND NUMBER: 1138-42380-0000  
AMOUNT: \$11,877**

Jones made a motion to table. Githens seconded.

**All in favor, motion carried by voice vote.**

**[TABLED]**

**C. MOVE TO APPROVE: RATIFICATION OF RQAW CHANGE ORDER # 7 FOR YSB.  
FUND NAME: JUVENILE NON REVERTING FUND NUMBER: 2053 AMOUNT: (\$5,278)**

Jones made motion to approve. Githens seconded.

(Cockerill) This is for a change of material for the project. The original specs called for some copper piping and this is replacing that copper with PVC pipes.

**After call for public comment, motion carried by voice vote.**

**D. MOVE TO APPROVE: ORDINANCE -2019-22; AMEND THE FOLLOWING ORDINANCES:  
SPEED LIMIT 86-09; STOP 86-06; NO TRUCKS 89-01; AND YIELD 86-12.  
FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A**

Jones made motion to approve. Githens seconded.

(Ridge) These items are mainly to address our new covered bridge area, except for the first one.

- Amend Ordinance 86-09 by the addition of the following **20 mph** location:
  - Southway Dr.
- Amend Ordinance 86-06 by the addition of the following **Stop** locations:
  - Delap Rd for Maple Grove Rd
  - Maple Grove Rd SB for Delap Rd/Maple Grove Rd
  - Maple Grove Rd NB for Delap Rd/Maple Grove Rd
- Amend Ordinance 89-01 by the addition of the following **No Trucks** locations:
  - Maple Grove Rd N at intersection with Delap Rd
  - Maple Grove Rd N at intersection with Bottom Rd
- Amend Ordinance 86-12 by the addition of the following **Yield** location:
  - Maple Grove Rd SB for Cedar Ford Covered Bridge.

All of these items went to the Traffic Commission at their July meeting and was approved and also they are in accordance with the Manual on Uniformed Traffic Control Devices.

(Githens) This is to protect the new covered bridge basically.

(Ridge) And actually to give a little bit more intersection control since it was not previously a through road.

**After call for public comment, motion carried by voice vote.**

**VIII. APPOINTMENTS**

- NONE

**IX. ANNOUNCEMENTS**

- Accepting applications for all boards and commissions.
- Next Commissioners' Meeting; August 28, 2019, at 10am in the Nat U Hill meeting room, 3<sup>rd</sup> floor of the Courthouse.

**X. ADJOURNMENT**

The minutes of the August 21, 2019 Board of Commissioners' meeting were approved on August 28, 2019.

**Monroe County Commissioners**

Ayes:

Nays:

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Lee Jones, Vice President

\_\_\_\_\_  
Lee Jones, Vice President

\_\_\_\_\_  
Penny Githens

\_\_\_\_\_  
Penny Githens

Attest:

\_\_\_\_\_  
Catherine Smith, Auditor



**MONROE COUNTY BOARD OF COMMISSIONERS**  
**WORK SESSION AGENDA**  
**MONROE COUNTY COURTHOUSE**  
**JUDGE NAT U. HILL III MEETING ROOM**  
**BLOOMINGTON, INDIANA**  
**August 21, 2019**

- 1. Lisa Ridge – Highway Director**
  - a. Miscellaneous**
- 2. Legal Department**
  - a. Miscellaneous**
- 3. Angela Purdie – Commissioners' Administrator**
  - a. Miscellaneous**



# MONTHLY REPORT - CLERK OF THE CIRCUIT COURT

Required by IC 33-17-2-8

## MONTHLY REPORT JULY 2019

**FILED**  
AUG 19 2019

*Catherine Smith*

### Charges:

1	Fees payable to the State	\$	233,100.34	Auditor Monroe County, Indiana
	JC - Reimbursements	\$	-	
	FSSA Support			
2	Fees payable to the county	\$	89,488.64	
3	Bank Discrepancy	\$	5,270.49	
4	Trust Funds (Bonds/Other)	\$	2,452,538.58	
5	Trust, Refunds	\$	1,000.08	
6	Trust, Judgment Collections	\$	21,718.13	
	ISETS Child Support Collections	\$	9,434.13	
	Interest-bearing Accounts Payables	\$	162,619.43	
	Cash on Hand	\$	1,500.00	
7	Total Charges	\$	<u>2,976,669.72</u>	

### Credits

8	Certificate of deposit			
9	Certificate of deposit			
10	Certificate of deposit			
11	Monroe County Bank Account	\$	2,803,116.16	
	Monroe Bank Account - Ledger			
	Old Judgment Collections			
	ISETS Child Support	\$	9,434.13	
	Interest-Bearing Saving Account	\$	162,619.43	
12	Subtotal: Daily Balance Record (Lines 8-11)			
13	ISETS Monthly Clerk's Support Record	\$	-	
14	Total Depository Balances as shown by Records	\$	<u>2,975,169.72</u>	
15	Investments on Hand at the close of business	\$	-	
16	Cash in office at the close of business	\$	1,500.00	
17	Total	\$	-	
18	Cash Short			
19	Cash Long			
20	PROOF (Line 7)	\$	<u>2,976,669.72</u>	\$ <u>2,976,669.72</u>

21	Balance in All Depositories	\$	3,216,232.17
22	Deduct: Outstanding Checks	\$	(272,060.43)

23	Net Depository Balance		
24	Deposits in Transit	\$	31,582.01
25	Bank Fees	\$	160.00
26	Interest		
27	Miscellaneous Adjustments (explain fully)	\$	(1,937.03)
28	Participant recoupments	\$	1,130.00
29	Agency recoupments	\$	63.00
30	Balance in all Depositories (line 14)	\$	2,975,169.72
31	PROOF	\$	2,975,169.72

State of Indiana, MONROE County: ss: I, the undersigned Clerk of the Circuit Court in and for the afresaid county and state, do hereby certify that the foregoing report is true and correct to the best of my knowledge and belief and as appears of record now on file in this office.

(SEAL) *Yvette Lynn Browne*  
Clerk, Monroe Circuit Court

SETS: Over \$406.20	-406.20
Adjustment for CC & ACH items in transit	5,868.17
Credit Card deposited in Bank	-5,602.00
ACH ST of IN Payables	-1,599.00
State dated/reissued checks cashed	267.00
Return Bank Fees	-465.00
Other Adjustments	
Total Misc Adjustments	-1,937.03

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



WEIGHTS AND MEASURES MONTHLY REPORT  
State Form 44136 (R2/10-99)

INDIANA  
A State that Works

Inspector: Scott A Sowder

Jurisdiction: Monroe

Date: 16-Jul to 15-Aug 2019

Indiana Division of Weights & Measures  
2525 N Shadeland Ave., Ste D3, Indianapolis, Indiana 46219-179.  
Office: (317) 356-7078 \* Fax: (317) 351-2878  
[www.in.gov](http://www.in.gov)

INSPECTION ACTIVITIES	STATISTICAL			
	Correct	Rejected	Confiscated	TOTAL
<b>SCALES</b>				
Vehicle - State Police				
Vehicle - State Inspection				
Vehicle - City or County				
Railroad Scales				
Belt Conveyor Scales				
Livestock Scales				
Portable & Dormant Scales	6			6
Hopper Scales				
Computing Scales	3	1		4
Suspension Scales				
Prescription Scales				
Gram Scales				
Non-Commercial Scales				
<b>MEASURING DEVICES</b>				
LPG Meters				
CNG Meters				
Vehicle Truck Meters	6			6
Gasoline, Kerosene, Diesel Tests	308	30		338
High Flow Diesel Tests				
Mass Flow Meters				
Taxi Meters				
Timing Devices				
<b>CALIBRATIONS AND TESTS</b>				
Commercial Weights				
Prescription Weights				
Wheel Weighers				
Test Weights				
Liquid Measures				
Linear Measures				
Miscellaneous				
<b>OTHER ACTIVITIES</b>				
Packages Checked				
Packages Controlled				
LP Gas Cylinders				
Octane samples				
Measuregraphs				
Misc. Determinations				
<b>GRAND TOTAL</b>	323	31		354

NARRATIVE

(Explain Miscellaneous Tests and Activities)

I was on vacation the week of July 22nd through July 26th. My numbers are a little lower this month due to this fact.

Fuel Dispensers.

I have 6 small stations and a few revisits to complete to wrap up fuel testing for 2019. One of my remaining stops should have new pumps installed in the next week. I did have to write 2 warning citations on stations that had installed new dispensers without contacting this department. Once completed I will start concentrating on small scales and package checking again.

Farmers Market

I was unable to get any market scales done this month. I am hoping to get to the markets within the next couple of weeks.

Small Scales

I have a new grocery opening this month. I should be able to get out there and check the scales prior to their opening.

Complaints

I received two complaints this month. One of the complaints was about possible water in fuel. This complaint came while I was on vacation. Fortunately the State was able to send an inspector to investigate. No water issues were found. With the second complaint the complainant claimed the dispenser was continuing to climb after the trigger was released. I found the same issue and red tagged the dispenser. It was repaired the next day and placed back into service.

FILED

AUG 21 2019

Catherine Smith

Auditor Monroe County, Indiana

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: August 28th, 2019

Item for Formal Meeting? ☒  
(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐  
(Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda:  
Include VENDOR's Name in title if appropriate

Partnership Agreement - MCPR & Indiana  
Limestone Symposium

All Grants must complete the following

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

Or other identifying number

Pass Through Entity

Amount Received

Federal:

State:

Local Match:

Total Received:

Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:

Fund Name: N/A

Fund Number N/A

Amount: N/A

If there is a monetary number in the Amount Box, you HAVE to include the Fund Name & Number. IF this is a grant waiting on the creation of a Fund Name & Number, indicate that in the boxes.

Executive Summary:

Monroe County Parks and Recreation is partnering with Indiana Limestone Symposium to provide the community with opportunities to learn about and appreciate limestone. ILS will have dedicated space at Karst Farm Park to use for limestone carving, seminars, and programming.

Person Presenting: John Robertson

Department: MC Parks & Recreation

County Legal Review required prior to submission of this form for all contracts

Attorney who reviewed: Marjorie K. Rice

Submitted by: John Robertson

Date: August 22, 2019

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

Office e-mail: [Commissionersoffice@co.monroe.in.us](mailto:Commissionersoffice@co.monroe.in.us)

**Program Partnership Agreement between the Monroe County Parks and Recreation Department  
and the Indiana Limestone Symposium**

This Agreement is made and entered into this 21st day of August, 2019, by and between the Monroe County Parks and Recreation Board of Directors and Department ("Parks") and the Indiana Limestone Symposium ("ILS").

**WHEREAS**, Parks and the ILS desire to cooperate in the provision of dedicated space for limestone carving, education, and community events intended to promote Monroe County's rich and unique limestone heritage and culture.

**WHEREAS**, Parks has control over real property and Karst Farm Park, which is well-suited by ILS for use carving, educational and community events; and

**WHEREAS**, pursuant to IC 36-10-3 et seq., Parks is authorized to plan and develop partnerships and contractual arrangements with community organizations to ensure delivery of services to citizens and Park patrons; and

**WHEREAS**, ILS's mission includes education and promotion of Monroe County's limestone history and the opportunities for future educational, artistic, and economic development endeavors related to Monroe County's limestone;

**NOW, THEREFORE**, in consideration of the terms and conditions set forth herein, the Partners to this Agreement agree as follows:

**1.0 Purpose of Agreement:**

The purpose of this Agreement is to outline a program partnership between Parks and ILS, which establishes indoor and outdoor, dedicated space at Karst Farm Park for ILS to use for carving, education and community events, which teach and inspire others to learn about and become interested in limestone and Monroe County's unique limestone pedigree.

**2.0 Duration of Agreement:**

This Agreement shall be in effect immediately upon signature and in full force from the time of execution until such time as one party terminates pursuant to Section 6 of this Agreement.

**3.0 Monroe County Parks and Recreation Board of Directors and Department:**

The goal of Parks is to build a positive relationship with ILS in order to provide programs necessary for the positive development and well-being of the community. Specifically Parks shall:

- 3.1.** Provide approval for ILS to place limestone bankers in a field outside and to the west of the Commons at Karst Farm Park, and to use a nearby shelter and the Commons at all times mutually agreed upon by the Parties. To this end, the parties shall balance the need and demand of other groups and citizens who wish to use the areas intended for use by ILS.
- 3.2.** Provide communication between Parks staff and ILS on any vandalism or structural damage to limestone bankers or ILS property.



- 3.3. Provide marketing in Parks promotional materials and/or through social media outlets.
- 3.4. Allow ILS to place temporary directional or promotional signage on Parks' property, in agreed-upon locations.
- 3.5. Provide property and general liability insurance in the same manner as it does for any activity and/or property at Karst Farm Park, and to include ILS as an "additional insured" the extent allowed by law.

#### **4.0 Indiana Limestone Symposium:**

The goal of the ILS is to partner with Parks to provide opportunities for families and community members to learn about and appreciate limestone, in the beautiful setting of Karst Farm Park. Specifically, ILS shall:

- 4.1. Obtain and set limestone bankers at Karst Farm Park, under the general oversight and supervision of Parks staff.
- 4.2. Work with Park staff to coordinate public limestone carving programs and events.
- 4.3. Create, with Parks staff approval, promotional materials.
- 4.4. Continually monitor the limestone bankers to assure they are safe and in good working order. Repair and/or replace bankers as needed.
- 4.5. Evaluate through a variety of methods the success of this partnership in meeting desired outcomes.
- 4.6. Pay for any and all costs related to ILS programs, including but not limited to design, installation, construction, and maintenance of the limestone banker area. Utility cost and facility rental expense shall be agreed upon by the Parties, with the general understanding that ILS will bear any costs that are directly related to ILS' use of Karst Farm Park and which are above and beyond the existing and normal costs Parks pays for its operations. The Parties agree to discuss and make additional mutually-agreed upon arrangements for payment of any costs which either party determines to be excessive or extraordinary. The Parties agree that Parks may, in their sole discretion, grant free usage of the shelter and Commons to ILS, but shall not do so if it would result in turning away another user or losing an opportunity to generate additional revenue for Parks.

#### **5.0 Notice and Agreement Representatives:**

- 5.1. Notice regarding any significant concerns or issues of non-compliance shall be given to those contacts as follows:

**Monroe County Legal Department**  
 Margie Rice, County Attorney  
 100 W. Kirkwood Ave, Room 220  
 Bloomington, IN 47404  
[mrice@co.monroe.in.us](mailto:mrice@co.monroe.in.us)  
 812-349-2525

**Indiana Limestone Symposium**  
 Michal Ann Carley, ILS President  
 715 West 4<sup>th</sup> Street  
 Bloomington, IN 47404  
[carleymichal@gmail.com](mailto:carleymichal@gmail.com)  
 920-418-1949

- 5.2. Agreement representatives for the day-to-day operations and implementation of this Agreement shall be:

**Monroe County Parks & Recreation**  
John Robertson  
501 N. Morton, Suite 100  
Bloomington, IN 47404  
[jprobertson@co.monroe.in.us](mailto:jprobertson@co.monroe.in.us)  
812-349-2800

**Indiana Limestone Symposium**  
Michal Ann Carley, ILS President  
715 West 4<sup>th</sup> Street  
Bloomington, IN 47404  
[carleymichal@gmail.com](mailto:carleymichal@gmail.com)  
920-418-1949

**6.0 Termination:**

- 6.1. Unless terminated unilaterally because of a breach, as provided in Paragraph 6.2, this Agreement shall continue as long both parties wish the arrangements herein to remain in place. If either party wishes for the limestone bankers to be removed for reasons other than a breach, that party shall send written notice to the other party at the address listed in 5.1. Upon such notice, the limestone bankers shall be removed within forty five (45) days of the notice.
- 6.2. Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The breaching party shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within ten (10) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

**7.0 Waiver**

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in anyway affect the other party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

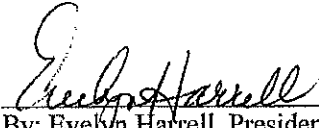
**8.0 Release and Hold Harmless Agreement:**

Monroe County and the Parks and Recreation Department and ILS, including their representatives, agents, and assigns, hereby agree to release, hold harmless, and indemnify each other, including any and all employees, agents, and assigns from any and all claims, causes of action, suits, proceedings, or demands, including but not limited to claims involving personal injury or death, which may arise from this Agreement, even if caused by negligence.

IN WITNESS WHEREOF, the Indiana Limestone Symposium and the Monroe County Parks and Recreation Board of Directors and Department have executed this Agreement as dated below in two (2) counterparts, each of which shall be deemed an original.

By: \_\_\_\_\_  
Indiana Limestone Symposium

Date \_\_\_\_\_

  
By: Evelyn Harrell, President  
Monroe County Board of Parks Commissioners

Date 8-21-2019

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS this \_\_\_\_\_ day of \_\_\_\_\_, 2019, pursuant to Monroe County Code Chapter 266-5.

**MONROE COUNTY BOARD OF COMMISSIONERS**

"AYES"

"NAYS"

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Lee Jones, Vice President

\_\_\_\_\_  
Lee Jones, Vice President

\_\_\_\_\_  
Penny Githens

\_\_\_\_\_  
Penny Githens

ATTEST:

\_\_\_\_\_  
Catherine Smith, Auditor

**MONROE COUNTY BOARD OF COMMISSIONERS**

Date to be heard: 8/28/2019

Item for Formal Meeting? ☒

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐

(Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda:

*Include VENDOR's Name in title if appropriate*

American Financial Credit Services, Inc. Agreement for Treasurer

*All Grants must complete the following*

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

*Or other identifying number*

Pass Through Entity

**Amount Received**

Federal:

State:

Local Match:

Total Received:

**Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:**

Fund Name:

Fund Number

Amount:

*If there is a monetary number in the Amount Box, you HAVE to include the Fund Name & Number. IF this is a grant waiting on the creation of a Fund Name & Number, indicate that in the boxes.*

Executive Summary:

The Treasurer will send uncollected personal property taxes to American Financial Credit Services. Taxpayers have been noticed by Treasurer that the taxes are overdue and interest is being applied. The collection agency, AFCS, will notify the taxpayer that the taxes have been sent to a collection agency. Taxpayers will owe taxes, interest and the collection fee, all payable to the County Treasurer, or AFCS. AFCS collection fee is 27% of total balance. Treasurer's office will collect the fee and remit to AFCS. No cost to the county to collect unpaid taxes.

Person Presenting: Jessica McClellan

Department: Treasurer

Attorney who reviewed: Margie Rice

*County Legal Review required prior to submission of this form for all contracts*

Submitted by: Jessica McClellan

Date: 8/22/2019

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

Office e-mail: [Commissionersoffice@co.monroe.in.us](mailto:Commissionersoffice@co.monroe.in.us)

## VENDOR SERVICE AGREEMENT

This Vendor Service Agreement ("Agreement") by and between the **Monroe County ("Client") at 100 W Kirkwood Ave, Bloomington, IN 47404** and **American Financial Credit Services, Inc. ("Agency") at 10333 N. Meridian Street Suite 270, Indianapolis, Indiana 46290** (hereinafter referred to as "**Client**" and "**Agency**", respectively).

### WITNESSETH THAT:

WHEREAS, Agency, duly licensed and bonded in the state of Indiana and provides collection services and Client wishes to engage a firm to furnish such services.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

1. Client shall refer to Agency with those delinquent personal property tax accounts, which Client desires Agency to collect. Agency shall endeavor to collect those accounts, utilizing acceptable methods and procedures in a professional and ethical manner, in accordance with all federal and state laws.
2. To the extent permitted by law, Client agrees to supply Agency with the following information on each account referred for collection via a medium agreed upon by the parties:
  - A. All necessary biographical and billing information in its possession.
  - B. Accurate balance due information.
  - C. Any other pertinent information or documents upon which the parties shall agree in writing.
3. Agency shall provide Client with notification of all Client accounts on which it requests approval prior to filing a writ of execution to seize taxpayer assets or, proceedings supplemental when freezing taxpayer bank accounts. Subject to Client's approval, Client may also be requested to file a restraining order to cease taxpayer company operations when necessary to inventory assets prior to auction.  
**Notwithstanding any other provision of this Agreement, Agency will not take any action required to seize taxpayer assets without the express written approval of the Client.**
4. Agency will not settle or compromise any account referred to Agency unless authorized by Client or Client's Designee in writing.



5. Client does authorize Agency to endorse Client's name on payments received by Agency for deposit only. Client agrees to regularly communicate with Agency regarding all payments received by Client and applied to debtor accounts. However, Client may, in Client's sole discretion, mail payments directly to the Agency for deposit and posting to a debtor's account.
6. All money collected on a referred account shall be applied in the following order:
  - A. Towards satisfaction of principal;
  - B. Interest; and then
  - C. Collection fees.

*Note: If a taxpayer makes a partial payment, establishes a monthly payment arrangement with Agency, or only pays principal and interest to Client in an attempt to avoid paying collection fees: a portion of the taxpayer payment equivalent to the collection fee percentage will be applied to the collection fee. If a payment arrangement is established the portion of the taxpayer payment applied to the collection fee is used to cover the cost associated with monitoring the arrangement.*

7. Monies received by Agency for a debtor billing creating a credit will be refunded within ten (10) working days by the Agency to the debtor and appropriate adjustment to the collection commission will be made. All credit balances and subsequent debit adjustments due to refund will appear on the affected debtor account.
8. Client will not be billed for costs advanced by Agency toward the collection of any account placed with Agency.
9. Client may recall any referred account at any time and Agency shall return all files and documents, which Client has referred to Agency, less any copies which Agency needs to retain for its own records. However, Agency shall be entitled to the compensation allowed under this Agreement (see Addendum A) for all collections received by Client as a result of payment arrangements originated by the Agency prior to recall of a referred account.
10. During the time accounts are placed with Agency, Client agrees to regularly report to Agency any monies received directly from or on behalf of debtor on said accounts.
11. Agency agrees to provide to the Client, or his designee, by the tenth (10<sup>th</sup>) business day of each month an accounting for the previous month's activities, including a breakdown of collections, receivables, cancellations, and liquidation percentage by placement month. Agency will also submit a monthly report, which summarizes Client account status changes and will submit to the Client a cross-reference listing that identifies status codes and their descriptions.

12. Agency will utilize a "net remittance" method as agreed upon by the Client unless the Client receives payment directly from debtor and therefore owes a balance due Agency, Client agrees to pay Agency collection fees herein agreed upon within twenty (20) days from the receipt of the Agency's statement/invoice.
13. Agency will handle all communications regarding the accounts referred from Client and will not refer any party back to the Client unless instructed to do so by the Client. Agency requests for information (tax verifications, "paid prior" investigation and disputes) will be submitted in writing to the Client. Agency requests which have not been satisfied within thirty-days (30) will be brought to the attention of the Client, or his designee, for appropriate resolution.
14. Unless otherwise notified in writing, Client designates the Monroe County Treasurer as the County's contact and/or designee to discuss any account referred by Client.
15. Client agrees to supply Agency with the name(s) of a contact party at Client's place of business whom Agency may contact as the need arises to discuss any account referred by the Client.
16. As stated, this Agreement shall be effective upon the execution of the same by all parties and remain in effect unless otherwise terminated by either party as provided in this Agreement.
17. Either party may terminate this Agreement upon providing thirty (30) days', prior written notice to the other party; unless Agency or Client violates this agreement, federal or state laws regulating this agreement, or is found to be operating illegally in which case this agreement will terminate immediately.

In the event that either party terminates this Agreement and/or Client recalls accounts previously placed with Agency, Agency shall, at no cost to the Client, cease collection activities on said recalled accounts and return said recalled accounts to Client utilizing an updated status report on all accounts. Said report will include debtors name, client reference number, updated balance due and most recent status code. Agency shall also forward to Client within ten (10) days of receipt by Agency all collections received by Client minus its normal commission (see Addendum A).

18. During the term of this Agreement and for a period of twelve (12) months after the expiration of the Agreement, Client or its designee shall have the right upon reasonable notice to inspect and audit the books and records of Agency for the purpose of assuring Agency's compliance with the provisions of the Agreement. Agency shall cooperate in any such inspection or audit.

19. Agency agrees to comply with Client policy(ies) and all State and Federal statutes and regulations concerning the confidentiality of any debtor records or debtor information, which may be provided to the Agency pursuant to this Agreement. Agency further agrees to indemnify, defend and hold Client harmless from liability as a result of Agency's actions pertaining to or as a result of this Agreement, including, but not limited to the improper disclosure of debtor information and any violations of the Fair Debt Collection Practices Act by Agency and/or Agency's directors, officers, employees, agents, designees, and/or subcontractors.
20. Each party shall protect, defend, indemnify and hold harmless the other party from and against all claims, losses, demands, damages and causes of action (including reasonable attorney fees) arising or in any way resulting from the willful or negligent acts or omissions of the party and its directors, officers, employees, agents, designees, and/or subcontractors.
21. Each party shall comply with all federal, state, and municipal laws, rules and regulations which are applicable to the performance of this Agreement, including Monroe County's policies and regulations prohibiting any and all types of harassment. Agency shall ensure employees are made aware of Monroe County policies and regulations.
22. Agency represents and warrants that:
  - A. Agency is corporation and duly organized, validly existing, and in good standing under the laws of the State of Indiana;
  - B. Agency has all the required authority to conduct its business as such business is now being conducted and to execute, deliver, and perform this Agreement; and
  - C. This Agreement constitutes the valid, binding, and enforceable obligation of Agency and the execution and delivery of this Agreement by Agency and the consummation of the transactions contemplated hereby have been duly authorized by the requisite vote or consent of the Board of Directors and Shareholders of Agency, and such execution and delivery do not require the consent, approval, or authorization of any other person, public authority, or other entity.
23. This Agreement contains the complete and final agreement between the parties with respect to its subject matter and supercedes all prior arrangements and understandings, oral and written, between the parties.

24. The Agreement construed in accordance with the laws of the State of Indiana and shall be binding upon and insure to the benefit of both parties and their successors and permitted assigns. This Agreement may be amended or modified only by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Vendor Service Agreement as of the date(s) set forth below.

Monroe County Treasurer

American Financial Credit Services,  
Inc.

By: Jessica McClellan

Jessica McClellan, Treasurer

By: Noel Williams

Noel Williams, Vice President

Dated this \_\_\_\_ day of \_\_\_\_ / \_\_\_\_  
Month Year

Monroe County Board of Commissioners

By:

Julie Thomas, President

By:

Lee Jones, Vice President

By:

Penny Githens, Commissioner

Dated this \_\_\_\_ day of \_\_\_\_ / \_\_\_\_  
Month Year

Attest:

Catherine Smith, Auditor

**ADDENDUM A**  
**SERVICES AND OBLIGATIONS**

**Client agrees to utilize the Vendor Service Agreement.**

**Agency Fees for Skip Tracing, Billing and Recovery Services:**

**Delinquent Personal Property Tax Placements Fee**

27% added to total balance on all delinquencies at time of placement and paid by taxpayer. Agency will utilize a "net remittance" method as agreed upon by the Client. When the Client receives funds directly from taxpayers on accounts placed with Agency, Client will notify Agency in a timely manner of all funds received by Client. When Client receives payment of Agency fees, Client agrees to pay Agency fees herein agreed upon within twenty (20) days from the receipt of the Agency's monthly statement.



MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: August 28, 2019

Item for Formal Meeting? ☒

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐

(Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda:

*Include VENDOR's Name in title if appropriate*

Closure agreement with Honeywell for the Energy Savings Project

*All Grants must complete the following*

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

*Or other identifying number*

Pass Through Entity

**Amount Received**

Federal:

State:

Local Match:

Total Received:

**Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:**

Fund Name: na

Fund Number na

Amount: na

**If there is a monetary number in the Amount Box, you HAVE to include the Fund Name & Number. IF this is a grant waiting on the creation of a Fund Name & Number, indicate that in the boxes.**

Executive Summary:

This document formally ends the project.

Person Presenting: Jeff Cockerill

Department: Legal

Attorney who reviewed: Jeff Cockerill

*County Legal Review required prior to submission of this form for all contracts*

Submitted by: Jeff Cockerill

Date: 8/22/19

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

Office e-mail: [Commissionersoffice@co.monroe.in.us](mailto:Commissionersoffice@co.monroe.in.us)

## MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: August 28, 2019

Item for Formal Meeting? ☒

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐

(Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda:

*Include VENDOR's Name in title if appropriate*

Resolution 2019-20 Approving the Issuance of  
Bonds of the Monroe County Redevelopment  
Commission

*All Grants must complete the following*

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

*Or other identifying number*

Pass Through Entity

### Amount Received

Federal:

State:

Local Match:

Total Received:

### Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:

Fund Name: TDB

Fund Number TBD

Amount: Not to exceed \$8 Million

**If there is a monetary number in the Amount Box, you HAVE to include the Fund Name & Number. IF this is a grant waiting on the creation of a Fund Name & Number, indicate that in the boxes.**

Executive Summary:

The Monroe County Redevelopment Commission intends to construct two road projects in the Westside TIF. One would extend Profile Parkway from Curry Pike to Gates Drive, the other is to connect Vernal Pike to Gates Drive (extend Sunrise Greetings Court). The Vernal Pike connection is part of a Federal Aid project. In order to insure that project is fully funded, the RDC felt it necessary to delay the portion of the project that would connect Profile Parkway to Jonathon Drive.

Person Presenting: Jeff Cockerill

Department: Legal

Attorney who reviewed: Jeff Cockerill

*County Legal Review required prior to submission of this form for all contracts*

Submitted by: Jeff Cockerill

Date: 8/22/19

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

Office e-mail: [Commissionersoffice@co.monroe.in.us](mailto:Commissionersoffice@co.monroe.in.us)







## MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: **August 28, 2019**

Item for Formal Meeting? ☒

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐

(Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda:

*Include VENDOR's Name in title if appropriate*

Approval of Appraisal contracts with First Appraisal Group and Gilbert S. Mordoh & Co. Inc.

*All Grants must complete the following*

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

*Or other identifying number*

Pass Through Entity

### Amount Received

Federal:

State:

Local Match:

Total Received:

### Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:

Fund Name: **2016 B GO BOND**

Fund Number: **4808**

Amount: **Total \$850**

**If there is a monetary number in the Amount Box, you HAVE to include the Fund Name & Number. IF this is a grant waiting on the creation of a Fund Name & Number, indicate that in the boxes.**

Executive Summary:

The County Parks Foundation owns property on Dillman Road that is currently being used by the Sheriff's Department. At the time the County leased that property from the Foundation, it was contemplated that the County would eventually purchase the property. In order to do so, the County must get two appraisals. The First Appraisal group cost is \$350, this is discounted due to familiarity with the property. These appraisals are required to move forward with the purchase. Mr. Mordoh quoted this appraisal for \$500.

Person Presenting: **Jeff Cockerill**

Department: **Legal**

Attorney who reviewed: **Jeff Cockerill**

*County Legal Review required prior to submission of this form for all contracts*

Submitted by: **Jeff Cockerill**

Date: **7/18/19**

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

Office e-mail: [Commissionersoffice@co.monroe.in.us](mailto:Commissionersoffice@co.monroe.in.us)

## APPRAISAL CONTRACT

Agreement made the \_\_\_\_ day of August, 2019, between, Gilbert S. Mordoh & Co. Inc ("Contractor") and Board of Commissioners of Monroe County ("Board"). The Contractor and Board mutually agree as follows:

1. **Project.** The undersigned Contractor, shall perform Appraisal Services on the property whose address is 1050 W. Dillman Road.
2. **Term.** Contractor shall perform the work within 5 weeks.
3. **Cost.** The total cost of the work shall be \$500. Contractor shall send invoices to Jill Newman, 100 W. Kirkwood Ave, Bloomington IN 47404.
4. **Worker's Compensation.** Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
5. **Liability Insurance.** Monroe County Reserves the right to require Contractor to purchase and maintain comprehensive general liability insurance in amounts it determines reasonable.
6. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board of its employees.
7. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

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

8. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:



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

Monroe County government does not tolerate sexual harassment by or of its officials, employees, agents, and independent contractors. The parties are aware of this policy/practice and agree to abide by it. If any officer, employee, agent, or independent contractor (including employees, etc.) experience any treatment or action they believe constitutes sexual harassment, they agree to immediately report the treatment or action to both the Monroe County Human Resources Administrator and the Monroe County Commissioners' Administrator.

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

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

Gilbert S. Mordoh & Co. Inc  
"Contractor"

Board of Commissioners of Monroe County  
"Board"

by \_\_\_\_\_

Date \_\_\_\_\_

ATTEST: \_\_\_\_\_, 2019

\_\_\_\_\_  
Catherine Smith, Auditor

## APPRAISAL CONTRACT

Agreement made the \_\_\_\_ day of August, 2019, between, First Appraisal Group ("Contractor") and Board of Commissioners of Monroe County ("Board"). The Contractor and Board mutually agree as follows:

1. **Project.** The undersigned Contractor, shall perform Appraisal Services on the property whose address is 1050 W. Dillman Road.
2. **Term.** Contractor shall perform the work within 5 weeks.
3. **Cost.** The total cost of the work shall be \$350. Contractor shall send invoices to Jill Newman, 100 W. Kirkwood Ave, Bloomington IN 47404.
4. **Worker's Compensation.** Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
5. **Liability Insurance.** Monroe County Reserves the right to require Contractor to purchase and maintain comprehensive general liability insurance in amounts it determines reasonable.
6. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board of its employees.
7. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

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

8. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:

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

Monroe County government does not tolerate sexual harassment by or of its officials, employees, agents, and independent contractors. The parties are aware of this policy/practice and agree to abide by it. If any officer, employee, agent, or independent contractor (including employees, etc.) experience any treatment or action they believe constitutes sexual harassment, they agree to immediately report the treatment or action to both the Monroe County Human Resources Administrator and the Monroe County Commissioners' Administrator.

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

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

Gilbert S. Mordoh & Co. Inc  
"Contractor"

Board of Commissioners of Monroe County  
"Board"

by \_\_\_\_\_

Date \_\_\_\_\_

ATTEST: \_\_\_\_\_, 2019

\_\_\_\_\_  
Catherine Smith, Auditor

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 8/28/2019

Item for Formal Meeting? ☒

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐

(Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda:

*Include VENDOR's Name in title if appropriate*

Ordinance 2019 - ~~23~~ To Amend the following ordinances: Speed Limit 86-09 and No Trucks 89-01

*All Grants must complete the following*

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

*Or other identifying number*

Pass Through Entity

**Amount Received**

Federal:

State:

Local Match:

Total Received:

**Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:**

Fund Name:

Fund Number:

Amount:

*If there is a monetary number in the Amount Box, you HAVE to include the Fund Name & Number. IF this is a grant waiting on the creation of a Fund Name & Number, indicate that in the boxes.*

Executive Summary:

Amend Ordinance 86-09 by the deletion of the following 35 mph speed limit location: Harrell Road

Amend Ordinance 86-09 by the addition of the following 30 mph speed limit location: Harrell Road

Amend Ordinance 86-09 by the deletion of the following 30 mph speed limit locations: Muirfield Drive, Shelburne Drive, St. Patricks Court, Trenton Overlook and Turnbury Circle

Amend Ordinance 86-09 by the addition of the following 25 mph speed limit locations: Muirfield Drive, Shelburne Drive, St Patricks Court, Trenton Overlook, Turnbury Circle, Andover Court, Brewster Court, Bristol Drive, Chatham Drive, Fawkesway Drive, Liverpool Lane, Manchester Court, Winterberry Court and Yorkshire Court

Amend Ordinance 89-01 by the addition of the following No Semi-Truck Traffic locations: Tabor Hill Road, Main Street (in Stinesville) and Mt Carmel Road (no Right Turn out of Big Creek Quarry)

Person Presenting: Lisa Ridge

Department: Highway

*County Legal Review required prior to submission of this form for all contracts*

Attorney who reviewed: David Schilling

Submitted by: Ginger Henson

Date: 08/15/2019

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

Office e-mail: [Commissionersoffice@co.monroe.in.us](mailto:Commissionersoffice@co.monroe.in.us)

## ORDINANCE 2019 - 23

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

### SECTION I

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

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

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

- **Harrell Road**

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

- **Harrell Road**

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

- **Muirfield Drive**
- **Shelburne Drive**
- **St. Patricks Court**
- **Trenton Overlook**
- **Turnbury Circle**

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

- **Muirfield Drive**
- **Shelburne Drive**
- **St. Patricks Court**
- **Trenton Overlook**
- **Turnbury Circle**
- **Andover Court**
- **Brewster Court**
- **Bristol Drive**
- **Chatham Drive**
- **Fawkesway Drive**
- **Liverpool Lane**
- **Manchester Court**
- **Winterberry Court**
- **Yorkshire Court**

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

### SECTION II

An ordinance to amend Ordinance 89-01, regarding regulatory conditions for truck semitrailer combination type traffic on designated roads and streets, in Monroe County, Indiana.

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

That Section 2 of Ordinance 89-01 is amended by the **addition** of the following **No Semi-Truck Traffic** location:

- **Tabor Hill Road**
- **Main Street (in Stinesville)**
- **Mt Carmel Road (no Right Turn out of Big Creek Quarry)**

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

Passed and adopted by the Board of Commissioners of Monroe County, on this 28<sup>th</sup> day of August, 2019.

**BOARD OF COMMISSIONERS**

"YES" VOTES (AYES)

"NO" VOTES (NAYS)

\_\_\_\_\_  
JULIE THOMAS  
PRESIDENT

\_\_\_\_\_  
JULIE THOMAS  
PRESIDENT

\_\_\_\_\_  
LEE JONES  
VICE PRESIDENT

\_\_\_\_\_  
LEE JONES  
VICE PRESIDENT

\_\_\_\_\_  
PENNY GITHENS

\_\_\_\_\_  
PENNY GITHENS

ATTEST:

\_\_\_\_\_  
CATHERINE SMITH  
MONROE COUNTY AUDITOR

**CERTIFICATION OF PUBLICATION AND EFFECTIVE DATE**

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