



**MONROE COUNTY BOARD OF COMMISSIONERS'AGENDA
MONROE COUNTY COURTHOUSE
JUDGE NAT U. HILL III MEETING ROOM
BLOOMINGTON, INDIANA
SEPTEMBER 18, 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

- **SEPTEMBER 11, 2019**

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V. APPROVAL OF CLAIMS DOCKET

- **ACCOUNTS PAYABLE – SEPTEMBER 18 , 2019**

VI. REPORTS

- **TRAFFIC/ROAD UPDATE**

VII. NEW BUSINESS

- A. (1)MOVE TO APPROVE: PUBLIC HEARING REGARDING THE ADDITION OF THE UNINCORPORATED AREAS OF VAN BUREN & BLOOMINGTON TOWNSHIP INTO THE MONROE FIRE PROTECTION DISTRICT. 9**
- (2)MOVE TO APPROVE: ORDINANCE 2019-34; REGARDING THE ADDITON OF THE UNICORPORATED AREAS OF VAN BUREN & BLOOMINGTON TOWNSHIP INTO THE MONORE FIRE PROTECTION DISTRICT.**
- FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A**
- Executive Summary: All conditions found in Resolutions 2019-8 and 2019-11 have been met. The County Commissioners must determine that, as a matter of public policy, the Fire Protection District should be established in the proposed area.
- Jeff Cockerill, Attorney**
- B. MOVE TO APPROVE: HARTMAN AND WILLIAMS AGREEMENT FOR ACCOUNTING SERVICES. 12**
- FUND NAME: GENERAL FUND NUMBER: 1000 AMOUNT: \$405,000**
- Executive Summary: The State requires Monroe County to substantially change its reporting procedures. This agreement will provide the required accounting services. The second and third year of this agreement is subject to Council Appropriation. The Auditors office has budgeted \$140,000 for the first year of services in the 2020 budget.
- Cathy Smith, Auditor**
- C. MOVE TO APPROVE: COMMUNITY CORRECTIONS FISCAL YEAR 2019 ANNUAL REPORT. 18**
- FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A**
- Executive Summary: Review of FY 2019 annual report.
- Tom Rhodes, Probation/Community Corrections**
- D. MOVE TO APPROVE: ORDINANCE 2019-25; SOUTHERN MEADOWS REZONE. 20**
- FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A**
- Executive Summary: This rezone request is for two (2) 39.10a parcels located between S Rogers St and S College Dr in Perry Township. The current zoning is Planned Unit Development (PUD); Estate Residential 1 (RE1); and Single Dwelling Residential (RS3.5/PRO6). Rezone request to change all to Medium Density Residential (MR).
- Drew Myers, Planning**

- E. MOVE TO APPROVE: RATIFY VET ENVIRONMENTAL ENGINEERS, LLC AGREEMENT. 40**
FUND NAME: GENERAL FUND NUMBER: 1000 AMOUNT: NOT TO EXCEED \$5,383
Executive Summary: This agreement will provide Environmental Testing for the Monroe County Courthouse.
Angie Purdie, Commissioners' Administrator
- F. MOVE TO APPROVE: RATIFY AGREEMENT WITH CARDNO FOR MITIGATION SERVICES FOR THE CEDAR FORD BRIDGE. 43**
FUND NAME: CUMULATIVE BRIDGE FUND NUMBER: 1135 AMOUNT: \$123,500
Executive Summary: This agreement was originally approved at the September 4, 2019 meeting. The consultant had an incorrect lump sum amount in that agreement. This will ratify the correct amount of \$123,500 in the agreement. If IDEM recommends to cease mitigation services Monroe County will not be billed for the future years
Lisa Ridge, Highway Director
- G. MOVE TO APPROVE: AMERICAN STRUCTUREPOINT, INC AMENDMENT #4 FOR HUNTERS CREEK ROAD PH II AND III. 53**
FUND NAME: LOCAL ROAD AND STREET FUND NUMBER: 1169 AMOUNT: \$87,335
Executive Summary: This amendment is for the final design and permit renewals for Hunters Creek Rd PH II & III. Both phases of the project has been funded for construction in FY 2021. Amendment will be submitted to INDOT for possible assistance with the additional costs.
Lisa Ridge, Highway Director
- H. MOVE TO APPROVE: ABRAM-MOSS DESIGN GROUP, LLC. 84**
FUND NAME: STORMWATER FUND NUMBER: 1197 AMOUNT: \$8,500
Executive Summary: This agreement is for the engineering services for the Fairway Lane and Bloomington County Club drainage swale. Stormwater Board approved the agreement September 12, 2019.
Lisa Ridge, Highway Director
- I. MOVE TO APPROVE: ABRAM-MOSS DESIGN GROUP, LLC. 89**
FUND NAME: STORMWATER FUND NUMBER: 1197 AMOUNT: \$15,000
Executive Summary: This agreement is for the engineering services for the Rhorer Rd drainage analysis and preliminary design. Stormwater Board approved the agreement September 12, 2019.
Lisa Ridge, Highway Director

J. MOVE TO APPROVE: AGREEMENT WITH SHREWSBERRY.**FUND NAME: STORMWATER FUND NUMBER: 1197 AMOUNT: \$336,000**

Executive Summary: This agreement is for the engineering services for the Baby Creek Rd project. Due to the requirements of the project raising the elevation various criteria needs must be met; roadway transition lengths and widths; culvert lengths; additional meetings and submittals. Stormwater Board approved the agreement September 12, 2019.

Lisa Ridge, Highway Director

VIII. APPOINTMENTS**IX. ANNOUNCEMENTS****X. ADJOURNMENT**

*******BREAK*******



**MINUTES
MONROE COUNTY BOARD OF COMMISSIONERS'
SEPTEMBER 11, 2019
NAT U HILL III MEETING ROOM
COURTHOUSE
BLOOMINGTON, IN**

The Monroe County Commissioners met in a regular meeting on September 11, 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; Angie Purdie, Commissioners' Administrator; Lisa Ridge, Highway Director; and Anita Freeman, Deputy Auditor.

I. CALL TO ORDER

The meeting was called to order by Thomas

II. Commissioner Thomas led a moment of silence in remembrance of September 11, 2001

III. COMMISSIONERS' PUBLIC STATEMENT

Statement read by Thomas

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

My name is **Micol Segigel**. I'm grateful for the opportunity to come speak to you today. I'm a professor of History and American Studies at IU Bloomington. I've been a member of this community for over a dozen years. I've also recently become a foster parent. I love this community very much and I'm grateful for the process that the County and City are going through to consider the direction of the Criminal Justice System and that's what I've come to talk to you about today. I'm very concerned as we turn towards a critique of mass incarceration. That we will expand the system through an attempt to use alternatives. The particular alternatives I'm worried about are electronic monitor's digital forms of incarceration. I think many people think of them as alternatives to incarceration but from the people I know through the activism and the teachings in prisons that I've done in Indiana I know that wearing an ankle monitor is more like incarceration than it's like being free. As Indiana moves towards no money bail, thanks to the Supreme Courts rule 26 and as we continue to adjust to the

sentencing re-definition passed in 2014, our jails are more and more over crowded. I fear that the decision makers in our county and in our jail will turn more and more towards electronic forms of incarceration. So I've brought a few materials here today to hopefully open a conversation about what electronic monitoring really is. There is a gathering group of people across the state who are trying to come together to understand what it is and what the alternatives are, we're calling ourselves 'Indiana Against E-Carceration'. We advocate instead of electronic monitoring simple release on a person's own recognition. Particularly for pre-trial for people who are innocent. The things that have been proven through research to bring people to their trials are effective notification, though text or phone calls or whatever a person most needs and transportation. If we can provide those two things they are far more effective than electronic forms of incarceration which extends rather than diminish the reach of the system that I think many of us in this progressive city and county are trying to diminish. May I share the materials that I've brought with me today?

(Thomas) Please give them to Ms. Purdie.

(Segigel) Ok. It's a brochure that the group I'm a part of has prepared and an article written for the public online source the appeal about the threat of E-Carceration in Indiana. Thank you so much for your time.

(Thomas) Thank you for coming today we appreciate it.

V. APPROVAL OF MINUTES

Jones made motion to approve. Githens seconded.

- **SEPTEMBER 4, 2019**

Motion carried by voice vote.

VI. APPROVAL OF CLAIMS DOCKET

- **ACCOUNTS PAYABLE – SEPTEMBER 11, 2019**
- **PAYROLL – SEPTEMBER 13, 2019**

Jones made motion to approve. Githens seconded.

(Miller) Total of Accounts Payable \$951,768.65

- \$224,086.75 - LIT Distribution
- \$120,000.00 - Sophia Travis Grant
- \$116,680.00 - DLZ Indiana – Vernal Pike/Profile Parkway Extension

Total for Payroll - \$ 1,493,150.37

- \$1,055,029.66 – Main/Supplemental Payroll
- \$438,120.71 –Payroll related AP claims

After call for public comment, carried by voice vote.

VII. REPORTS

- **TRAFFIC/ROAD UPDATE**

- Jonathan Drive will have daytime road closures on Thursday, September 12 & Friday, September 13 for paving from Gates Drive to Curry Pike.
- Highland Village Subdivision will be having drainage work starting Wednesday, September 11 and then paving will begin after.
- Liberty Drive from Constitution Avenue to just south of Third Street/SR 48 will have daytime traffic restrictions, single lane traffic on Thursday, September 19 and Friday, September 20 for paving.
- Old State Road 37 South – from State Road 37 to just north of Chumley Road will have daytime traffic restrictions, single lane traffic, Monday, September 23 through Friday, September 27.
- All listed road projects/closures weather permitting.
- Fullerton Pike PH III update meeting will be held September 26 at 6:30pm at Batchelor Middle School Cafeteria. Public encouraged to attend.

(Thomas) We have noticed a public hearing for today regarding remonstrances for the fire district. Mr. Cockerill would you speak on that please?

(Cockerill) Earlier this year the Commissioners approved two resolutions, each dictating the procedures that would be required for the Commissioners to review the decision whether to add the unincorporated portions of Van Buren and the unincorporated portions of Bloomington Township to the Monroe Fire Protection District.

Each of those had a 30 day window where people could submit remonstrances against the addition of either one of those two or both of those two townships. The deadline for those have passed earlier this week. The Auditor's office, who were to receive the remonstrations, received no remonstrations against either addition. Therefore the requirement of that public hearing is not necessary.

I would note just for the public that there is a statutory public hearing that will be held, and was noticed in yesterday's paper, for next Wednesday that's required before you guys can reach any conclusions so we will have that next Wednesday. Anyone can come and give their public comment at that time.

(Thomas) Great thank you so much.

VIII. NEW BUSINESS

A. MOVE TO APPROVE: ORDINANCE 2019-24; OWEN COUNTY STATE BANK REZONE.

FUND NAME: N/A

FUND NUMBER: N/A

AMOUNT: N/A

Jones made motion to approve. Githens seconded.

(Tammy Behrman) This is Ordinance 2019-24 the Owen County State Bank Rezone. It is located at 4020 & 4032 S Old ST RD 37 just across the street from the south side Kroger. The site conditions I have a slide up of that. Most of the slopes are less than 15% so we do consider a lot of this area buildable by definition. The site is currently zoned Commercial Arterial (CA) for the first lot that is to the north and the second lot to the south is Multi-Dwelling Residential (RM15). The proposal is to rezone these to General Business (GB). The comprehensive plans do support the rezone, we have Monroe County Urbanizing Area (MCUA) mixed use designation here and then the PH II MCUA listed as Gateway South (G2) and it does kind of allow for a lot of these general business type use concepts.

These are some of the site photos, we do have partial sidewalks on the site already. We will have a condition in this that allows for sidewalks to be required for all of the development on these two lots. And another couple of photos of the area. This slide here depicts a few arrows to the right we see a red arrow that's a bus stop that is in the area. So this is kind of a walkable community and then the yellow arrow is a drainage site concern that we will be looking closely at when we do commercial site plan review and that would be an administrative process. The blue arrow shows that there is a 60 ft. easement adjacent to the site and the petitioners are working to gain access to that easement so they will have access out onto Gordon Pike. Again we have a couple of things from our comprehensive plan that kind of support this type of rezone to General Business and the development type that we would like to see going forward kind of more of a build forward concept with a walkable type community feel with the sidewalks.

The petitioner's letter is in your packet as well as the concept plan. They've currently pushed the proposed building being as far forward into the set back as our ordinance allows. The red arrow designates right now where they can build up to and we are requiring that the sidewalks tie directly into the building so that people don't have to walk across parking lots or driveways. The plat that shows the 60 ft. easement that I mentioned earlier is within the packet as well. This is a table of all of the uses that are permitted in General Business.

Right now the petitioners are proposing a financial institution there but should anything happen it could be any of these uses are available to go in here. We would review those with site plan through all of our departments to gain approval for that. We have Highway Department comments, Stormwater comments as well. They'll be looking closely at that drainage area in the North West.

The Plan Commission gave this petition a positive recommendation of a vote 7-0 on August 20, 2019. We have recommendations of approval based on the findings of fact subject to the County Highway and Drainage Engineer reports with the following three conditions: 1) sidewalks are to be required for each lot along S Old St Rd 37; 2) each lot must use a build forward concept as described in the MCUA PH II Plan and require pedestrian access directly from street sidewalk to building without crossing through parking area or drives; 3) Highway

Department requires a shared driveway on S Old St Rd 37 for both the north and south lots and the left turn lane should line up opposite the Kroger left turn lane that's already there across the street. With that do you have any questions?

(Githens) Since we have two things coming before us today I just would like to understand the difference between Zoning for General Business and Limited Business.

(Behrman) The Limited Business?

(Githens) Yeah, what's the difference between 'Zoning for General Business' and 'Limited Business'?

(Behrman) Our Chapter 802 of Monroe County Ordinance has use tables within there. I think the Limited Business use you get some of the businesses that are less, not as much as an intensity and there are less uses that are available in the Limited Business. I don't think restaurants are available in the Limited Business. I'd have to refer to the tables, but in this case they're looking to rezone these two lots into General Business use and the table is within the packet so it shows all the variations that could go there.

(Githens) But it's basically what future uses could be –

(Behrman) Correct under this current ordinance yes.

(Thomas) Well I'm glad you raised the issue of the list for General Business page 43 and 44 in our packet, because it could be any of those it's just that they're proposing right now a bank and I know that there are highway comments related to the drive thru and all of that. But at that point once it passes on from here, if we vote to approve, then it goes to staff for all of those details in terms of where it sits on the property-

(Behrman) Correct. Unless they're asking for a variance from a design standard then it might go to the Board of Zoning Appeals for further review.

(Thomas) So at some point, this is just sort of a theoretical question, would those two lots be combined -

(Behrman) So-

(Thomas) At some point? Because I think they want to use part of one of the lots to make sure, especially if there's a drainage issue. So is that a possibility that it would just be a combined –

(Behrman) It could be a possibility or they could shift the lot line 20 ft. and still use a shared driveway but allow for the entire bank financial institution to be on one lot and then hopefully they still have a second lot to develop I think is ideal but they realize that there may be constraints with driveways or that drive thru or drainage that would require a more bio-retention than they are expecting but they might end up having to use both lots.

(Thomas) Is there anyone here to speak in favor of the petition? Is there anyone here to speak in opposition to the petition? Any general public comment?

Motion carried by voice vote.

B. MOVE TO APPROVE: INDOT AMENDMENT #1 FOR SAMPLE RD PH II PROJECT.

FUND NAME: LOCAL ROAD AND STREET FUND NUMBER: 1169

AMOUNT: \$742,880.

Jones made motion to approve. Githens seconded.

(Ridge) We have moved up the right of way acquisition for Sample Rd PH II which is on the west side of I69 over to Bottom Road. INDOT has moved up construction year up to fiscal year 2021 to coordinate with PH I. This is to amend the original right of way agreement with INDOT to include the additional right of way services. Our responsibility is 20% of that \$742,880 which is \$148,576.

(Thomas) So I wonder if we should amend the motion because it's coming out of Local Road and Street.

(Ridge) I think you're approving the overall contract and the full amount is in the contract and it says not to exceed that amount. But it's also an 80/20 split.

(Thomas) Ok got it. So we don't need to do that. But it's good to know-

(Ridge) You pay it and it's reimbursable.

(Thomas) Ok. But it's good to note that our portion of that will be approximately \$148,576.

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

IX. APPOINTMENTS

- **NONE**

X. ANNOUNCEMENTS

- Third Annual South Central Indiana Opioid Summit will be held Tuesday, September 24, 2019, from 7:30am to 6PM, at the Monroe County Convention Center, 302 S College Avenue. Tickets are \$35. Go to www.co.monroe.in.us to register and for more information.
- Accepting applications for all boards and commissions.
- Next Commissioners' Meeting: September 18, 2019, 10am in the Nat U Hill meeting room, 3rd floor of the Courthouse.

XI. ADJOURNMENT

The minutes of the September 11, 2019 Board of Commissioners' meeting were approved on September 18, 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
September 11, 2019

- 1. Drew Myers – Planner**
 - a. 2019-25 Southern Meadows Rezone
- 2. Lisa Ridge – Highway Director**
 - a. Miscellaneous
- 3. Legal Department**
 - a. Miscellaneous
- 4. Angela Purdie – Commissioners' Administrator**
 - a. Miscellaneous

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: **September 18, 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

Public Hearing and Ordinance regarding the
Addition of the unincorporated areas of Van Buren
Township and Bloomington Township to Monroe +

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:

All conditions found in Resolutions 2019-8 and 2019-11 have been met. The County Commissioners must determine that, as a matter of public policy, the Fire Protection District should be established in the proposed area.

Person Presenting:

Department:

Attorney who reviewed:

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

Submitted by:

Date:

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

Office e-mail: Commissionersoffice@co.monroe.in.us

ORDINANCE 19-34

An ordinance to amend Ordinance 87-13, which established the Perry-Clear Creek Fire Protection District in an unincorporated area of Monroe County, Indiana as of June 29, 1987, as previously amended by Ordinance 17-53, which added the additional territory of Indian Creek Township and renamed the Perry-Clear Creek Fire Protection District to the Monroe Fire Protection District, to add unincorporated territory to the District.

WHEREAS, a petition for the addition of territory into the Monroe Fire Protection District (the "District"), to wit, all currently unincorporated areas of Van Buren Township, Monroe County, Indiana, and Bloomington Township, Monroe County, Indiana, has been filed in the Monroe County Auditor's Office for purposes of adding territory to the previously-established District; and,

WHEREAS, this petition for the addition of territory to the District complied with the relevant procedures and requirements of Indiana Code 36-8-11-1, et seq., entitled "Fire Protection Districts"; and,

WHEREAS, the Monroe County Auditor has audited this petition and presented it to the Monroe County Commissioners at a regularly scheduled meeting; and

WHEREAS, the Monroe County Commissioners find that the petition contained the requisite number of signatures, that a petition against the addition of territory to the District containing the required number of signatures has not been filed, and have found that the evidence does support the addition of territory to the District; and,

WHEREAS, the Monroe County Commissioners held a public hearing to obtain evidence on the public need and necessity of such addition to the District;

It is therefore ordained by the Board of Commissioners of Monroe County, Indiana as follows:

1. This ordinance shall be an amendment to Ordinance 87-13, previously amended by Ordinance 17-53, commonly known as the "Perry-Clear Creek Fire Protection District Ordinance," and shall be henceforth associated therewith and attached thereto.
2. The Board of Commissioners hereby add areas of Van Buren Township, Monroe County, Indiana, and Bloomington Township, Monroe County, Indiana, which are unincorporated as of the date this Ordinance is adopted, to the existing territory of the District. Such areas shall be part of the District effective January 1, 2021.
3. The purpose of adding said territory to the District shall be those purposes permitted and approved by law and particularly as set forth in the Indiana Code 36-8-11-4.
4. For all legal purposes, the Monroe Fire Protection District shall be treated the same as the former Perry-Clear Creek Fire Protection District and shall explicitly retain its original establishment date of June 29, 1987, as set forth in Ordinance 87-13.

5. The Board of Trustees of the Monroe Fire Protection District shall be governed by the provisions regarding the Board of Trustees set forth in Ordinance 87-13. However, the first paragraph of Section 4 of Ordinance 87-13 shall be amended to state, "The Board of Fire Trustees shall be composed of five members to be appointed as follows: One (1) trustee from Perry Township; One (1) trustee from Clear Creek Township; One (1) trustee from Indian Creek Township; One (1) trustee from Van Buren Township; and One (1) trustee from Bloomington Township."

PASSED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF MONROE, INDIANA,
on _____, 2019.

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens, Commissioner

Penny Githens, Commissioner

ATTEST: _____
Catherine Smith
Auditor

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: September 18, 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

Agreement with Hartman and Williams regarding compliance with new Indiana Financial Reporting Guidelines.

+

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: County General

Fund Number 1000

Amount: \$405,000 (Year 1 \$140,000)

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 agreement provides Accounting Services required by the State of Indiana. The State is now requiring Monroe to substantially change it's reporting procedures. The second and third year of this agreement is subject to Council Appropriation. The Auditor's office has budgeted for the first year amount in its 2020 budget.

Person Presenting: Catherine Smith

Department: Legal

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

Attorney who reviewed: Jeff Cockerill

Submitted by: Catherine Smith

Date: 9/12/19

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

Office e-mail: Commissionersoffice@co.monroe.in.us

Hartman and Williams, L.L.C.

16 S. Franklin St.
Bloomfield, Indiana 47424
(O) 812-227-8075
(FAX) 812-227-8078

August 5, 2019

Ms. Catherine Smith
Monroe County Auditor
100 West Kirkwood Avenue
Bloomington, Indiana 47404

Monroe County Officials:

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

We will provide accounting services of converting your cash financial statements to statements adhering to Generally Accepted Accounting Principles (GAAP). This engagement would cover the comparative financial statements for the years 2018-2019, 2019-2020 and 2020-2021. Any services needed to compile your Capital Assets will be an additional fee at our normal hourly rates. In the final two years of the contract we will train the appropriate Monroe County staff on the methods and procedures used to prepare the County's reports. We will not audit any statements or annual report (State Board of Accounts provides these services). Our services will be limited to providing assistance in completing the above stated tasks. Any other requested services can be discussed but will be outside the scope of this agreement.

Our fees for this engagement would not be contingent on the results of our services. Rather, our fees for this engagement would be based on our standard hourly rates of:

Staff Assistant	\$ 75.00/Hour
Staff Accountant	\$110.00/Hour
Manager	\$140.00/Hour
CPA Partner	\$175.00/Hour

Our fees will not exceed:

Year 1	2018-2019 report to be issued in 2020	\$140,000
Year 2	2019-2020 report to be issued in 2021	\$135,000
Year 3	2020-2021 report to be issued in 2022	\$130,000

In addition, mileage will be charged to you at the current federal rate and billed on a separate line item. We will limit our mileage fees to \$3,000 for each reporting year of the contract. The client, Monroe County, can terminate this agreement at any time without cause. Our fees will be billed monthly and are payable within the normal governmental bill paying cycle. It is understood that our agreement is subject to the terms in Addendum 1.

It is understood that Year 2 and Year 3 will be subject to Council's budget approval.

If, after full consideration, you agree that the foregoing terms shall govern this engagement, please sign the copy of this letter in the space provided and return the original signed letter to us, keeping a fully-executed copy for your records.

Thank you for your attention to this matter, and please contact us with any questions that you may have.

Sincerely,

Michael E. Williams

Michael E. Williams, CPA
Partner

ACCEPTED AND AGREED

Monroe County Officials

Catherine Smith
Monroe County Auditor

Date

Lee Jones
Monroe County Commissioner

Penny Githens
Monroe County Commissioner

Julie Thomas
Monroe County Commissioner

ADDENDUM 1

1. **Project.** Hartman and Williams, LLC. represents that the project will be overseen by a Indiana licensed Certified Public Accountant. Hartman and Williams, LLC. understands that this work is necessary for the future funding of the County operations. They shall meet the required State deadlines.
2. **Billings.** Hartman and Williams, LLC shall provide detail invoices on a monthly basis. Such billings shall include the time each class of employee has spent on the project. The County shall have thirty (30) days from receipt of the invoice to make payment.
3. **Worker's Compensation.** Hartman and Williams, LLC 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.
4. **Liability Insurance.** Hartman and Williams, LLC shall purchase and maintain Professional Services insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.
5. **Indemnity.** Hartman and Williams, LLC 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.
6. **Non-discrimination. Non-discrimination.** Hartman and Williams, LLC is aware of the Board's policy prohibiting harassment of any kind. If Hartman and Williams, LLC becomes aware of any harassment, Hartman and Williams, LLC shall immediately report harassment to the Monroe County Legal Department. In the performance of work under this contract, it is agreed that Hartman and Williams, LLC, any of its subHartman and Williams, LLCs, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

In the event that Hartman and Williams, LLC discriminates as stated herein, it is agreed that a penalty equal to the sum of fifty dollars (\$50.00) per person, per day of discrimination, may be deducted from the amount of compensation due Hartman and Williams, LLC under this Agreement. Should a second, or subsequent violation occur, said second or subsequent occurrence may be considered a material breach and this Agreement may be terminated and all monies due, or to become due hereunder, may be forfeited.

7. **Compliance with Law.** Hartman and Williams, LLC shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Hartman and Williams, LLC shall indemnify and save harmless the Board for any fines or expenses of any

nature which it might incur from Hartman and Williams, LLC's noncompliance. Hartman and Williams, LLC will comply with IC 22-5-1.7-3. Specifically including the following:

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

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

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 9-18-19

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

Community Corrections FY 2019 Annual Report

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:

Monroe County Community Corrections formally began operations on October 3, 1983 with four components and five fulltime employees under the leadership of Community Corrections Director Peggy Welch. Grant funding has increased by over \$1 million dollars since 1983. The current executive director, Tom Rhodes, began his tenure in 1990 and witnessed the steady growth in felony referrals, staffing, the use of technology, and evidence based practices. During Fiscal Year 2019, the pretrial program received 1044 felons and 247 misdemeanants. Post-conviction components supervised 962 felons and 699 misdemeanants during the same time span. During FY19, there were 28 fulltime and 7 part-time employees. Drug Treatment Court, Re-Entry Court, Veterans Court and Mental Health Court are all certified as of 2018 as expansion continued with the very effective problem solving court model. Director Rhodes announced his retirement date to be January 3, 2020 with Becca Streit as his successor.

Person Presenting: Tom Rhodes

Department: Probation/Community Corrections

Attorney who reviewed:

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

Submitted by: Tom Rhodes

Date: 9-10-19

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

Office e-mail: Commissionersoffice@co.monroe.in.us

MONROE COUNTY COMMUNITY CORRECTIONS ADVISORY BOARD

AUGUST 26, 2019

EVALUATION REPORT FISCAL YEAR 2019

Vision Statement: We envision a community-oriented department effective in its response to, and prevention of, criminal behavior.

Mission Statement: The mission of the Monroe Circuit Court Probation Department is to promote a safer community by intervening in the lives of offenders, holding them accountable, and serving as a catalyst for positive change.

Advisory Board Chair: Honorable MaryEllen Diekhoff, Judge

FY 2019 Total Grant Funding Received:	\$1,292,897.00	FY 2019 Total Grant Funding Expended:	\$1,292,897.00
FY 2019 Total Project Income Expended:	\$340,290.14	FY 2019 Total Project Income End of Year Cash	218,809.87
FY 2019 Total CTP Funds Received:	\$40,725.00	FY 2019 Total CTP Funds End of Year	\$29,696.42

Agency Brief Narrative Description

Monroe County Community Corrections formally began operations on October 3, 1983 with four components and five fulltime employees under the leadership of Community Corrections Director Peggy Welch. Within the first year, the program received the Governor's Exemplary Project Award, and continues to be recognized for innovative and quality alternatives to incarceration. Grant funding has increased by over \$1 million dollars since 1983. The current executive director, Tom Rhodes, began his tenure in 1990 and witnessed the steady growth in felony referrals, staffing, the use of technology, and evidence based practices. During FY19, there were 28 fulltime and 7 part-time employees. Drug Treatment Court, Re-Entry Court, Veterans Court and Mental Health Court are all certified as of 2018 as expansion continued with the very effective problem solving court model. During FY19 Monroe County continued as a pilot site for pretrial services and has been very active in statewide policy development. The Road Crew program terminated in August 2018, but will operate for special events such as Little 500. Director Rhodes announced his retirement date to be January 3, 2020 with Becca Streit as his successor.

	Pretrial Felony	Pretrial Misdemeanor	Post-Conviction Felony	Post-Conviction Misdemeanor
CASP	1044	247	667	285
Problem Solving Court	0	0	73	0
CTP	0	0	10	0
Community Service	0	0	212	414
TOTAL	1044	247	962	699
	1291		1661	

*Total Number of Community Service Hours Completed During 2018 Calendar Year:

10,417

Noteworthy Accomplishments

- The DOC programmatic audit last occurred in August 2018, with a final audit score of 99 (out of 100) for meeting criteria as an evidence-based organization. Monroe County's audit scores for the past few years have been highest in the state when compared to other programs.
- Monroe County continued as part of the statewide Pre-Trial Project.

Evaluation Findings & Recommendation:

- **Project Income Cash Balance:** Even after terminating the Road Crew component, and receiving \$115,000 from County Council to cover electronic monitoring expenses for 2018 and 2019, Project Income remains in a budgetary crisis. Personnel expenses continue to increase with little to no additional funding from the Indiana Department of Correction. The Advisory Board should continue to seek funding resources.
- **Recruitment & Retention of Field Officers:** During FY19, there were 8 new employees recruited to fill 8 field officer vacancies. A plan needs developed to improve the retention of field officers.

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: September 18, 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

2019-25 Southern Meadows Rezone

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:

Amount:

Fund Number:

Executive Summary:

The request is to rezone two (2) 39.10 +/- total acre parcels in Section 20 & 21 of Perry Township between S Rogers ST and S College DR (Parcel #s: 53-08-20-100-055.002-008 & 53-08-21-200-108.002-008) from Planned Unit Development (PUD), Estate Residential 1 (RE1), & Single Dwelling Residential 3.5/PRO6 (RS3.5/PRO6), all to Medium Density Residential (MR).

Person Presenting: Drew Myers

Department: Planning

Attorney who reviewed: David Schilling

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

Submitted by: Drew Myers

Date: 8/26/2019

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

Office e-mail: Commissionersoffice@co.monroe.in.us

ORDINANCE NO. 2019-25

Southern Meadows Rezone

An ordinance to amend the Monroe County Zoning Maps which were adopted December 1996.

Whereas, the Board of Commissioners of Monroe County, Indiana, passed a zoning ordinance and adopted zoning maps effective January 1997, which ordinance and maps are incorporated herein; and,

Whereas, the Monroe County Plan Commission, in accordance with all applicable laws, has considered the petition to amend said zoning maps;

Now, therefore, be it ordained by the Board of Commissioners of Monroe County, Indiana, as follows:

SECTION I.

The Monroe County Zoning Ordinance is amended to rezone two (2) 39.10 +/- total acre parcels in Section 20 & 21 of Perry Township between S Rogers ST and S College DR (Parcel #s: 53-08-20-100-055.002-008 & 53-08-21-200-108.002-008) from Planned Unit Development (PUD), Estate Residential I (RE1), & Single Dwelling Residential 3.5/PRO6 (RS3.5/PRO6), all to Medium Density Residential (MR).

SECTION II.

This ordinance shall be in full force and effect from and after its passage and adoption by the Board of Commissioners of Monroe County, Indiana.

Passed and adopted by the Board of Commissioners of Monroe County, Indiana, this 18th day of September, 2019.

BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA

"Yes" Votes

"No" Votes

Julie Thomas, President

Julie Thomas, President

Lee Jones, Commissioner

Lee Jones, Commissioner

Penny Githens, Commissioner

Penny Githens, Commissioner

Attest:
Catherine Smith, Monroe County Auditor

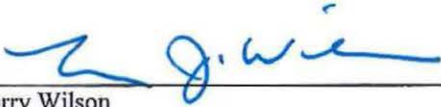
OFFICE OF
MONROE COUNTY PLAN COMMISSION
501 N Morton Street, Suite 224
BLOOMINGTON, IN 47404

TO: THE COMMISSIONERS OF MONROE COUNTY, INDIANA

CERTIFICATION

I, Larry Wilson, hereby certify that during its meeting on August 20th, 2019 the Monroe County Plan Commission considered Petition No. 1906-REZ-05 for a rezone (Ordinance No. 2019-25) to the Monroe County Zoning Ordinance and made a positive recommendation to approve thereon, based on the findings, conditions, and Highway Department reports, with a vote of 6-1.

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



Larry Wilson
Planning Director

August 26, 2019
Date

MONROE COUNTY PLAN COMMISSION ADMIN MEETING**August 8, 2019**

PLANNER Drew Myers
CASE NUMBER 1906-REZ-05 Southern Meadows Rezone
PETITIONER Abington Emerson Investments, LLC c/o Kendall Knoke; Smith Brehob & Assoc.
ADDRESS 315 W Gordon Pike
REQUEST Rezone from PUD (Southcrest Mobile Home Manor), RE1, and RS3.5/PRO6 all to Medium Density Residential (MR). Waiver of final hearing requested.
ACRES 39.10 +/- acres
ZONE PUD, RE1, RS3.5/PRO6
TOWNSHIP Perry
SECTION 20
PLATS Southcrest Mobile Home Park, Tract 2
COMP PLAN
DESIGNATION: MCUA Mixed Residential

EXHIBITS

1. Petitioner Cover Letter
2. Petitioner Site Plan - Existing
3. Southcrest Mobile Home Park Type A Subdivision
4. Chapter 833 & Chapter 804 Design Standards Comparison

PRELIMINARY RECOMMENDATION

Staff recommends **approval** based on the Findings of Fact subject to the county highway and drainage engineer reports.

PLAN REVIEW COMMITTEE

Plan Review Committee recommended a rezone of the entire property to Mixed Residential (MR) rather than just the small portions currently zoned Planned Unit Development – Southcrest Mobile Home Manor (PUD).

SUMMARY

The petitioner requests to rezone approximately 39.10 acres from Planned Unit Development – Southcrest Mobile Home Manor (PUD), Estate Residential 1 (RE1), and Single Dwelling Residential 3.5/PRO6 (RS3.5/PRO6) all to Medium Density Residential (MR). Should the rezone be approved then the petitioner intends to create single family lots in this area. The current partial zoning of PUD was for the placement of mobile homes. The property is part of a platted Type ‘A’ Subdivision with the Southcrest Mobile Home Park to the north, which is responsible for the PUD zoning overlap. Chapter 802 defines Medium Density Residential as the following:

Medium Density Residential (MR) District. The character of the Medium Density Residential (MR) District is defined as that which is primarily intended for residential development in areas in urban service areas, where public sewer service is available. Its purposes are: to encourage the development of moderately-sized residential lots in areas where public services exist to service them efficiently; to discourage the development of nonresidential uses; to protect the environmentally sensitive areas, including floodplain, watersheds, karst, and steep slopes; and to maintain the character of the surrounding neighborhood. Therefore, the number of uses permitted in the MR District is limited. Some uses are conditionally permitted. The conditions placed on these uses are to insure their compatibility with the residential uses. The development of new residential activities proximate to known mineral resource deposits or extraction operations may be buffered by distance.

Both RE1 and RS3.5/PRO6 are part of the zoning designations in Chapter 833, which are the fringe zones. Staff chose a closely related zone to Medium Density Residential (MR) in Chapter 802 in order to

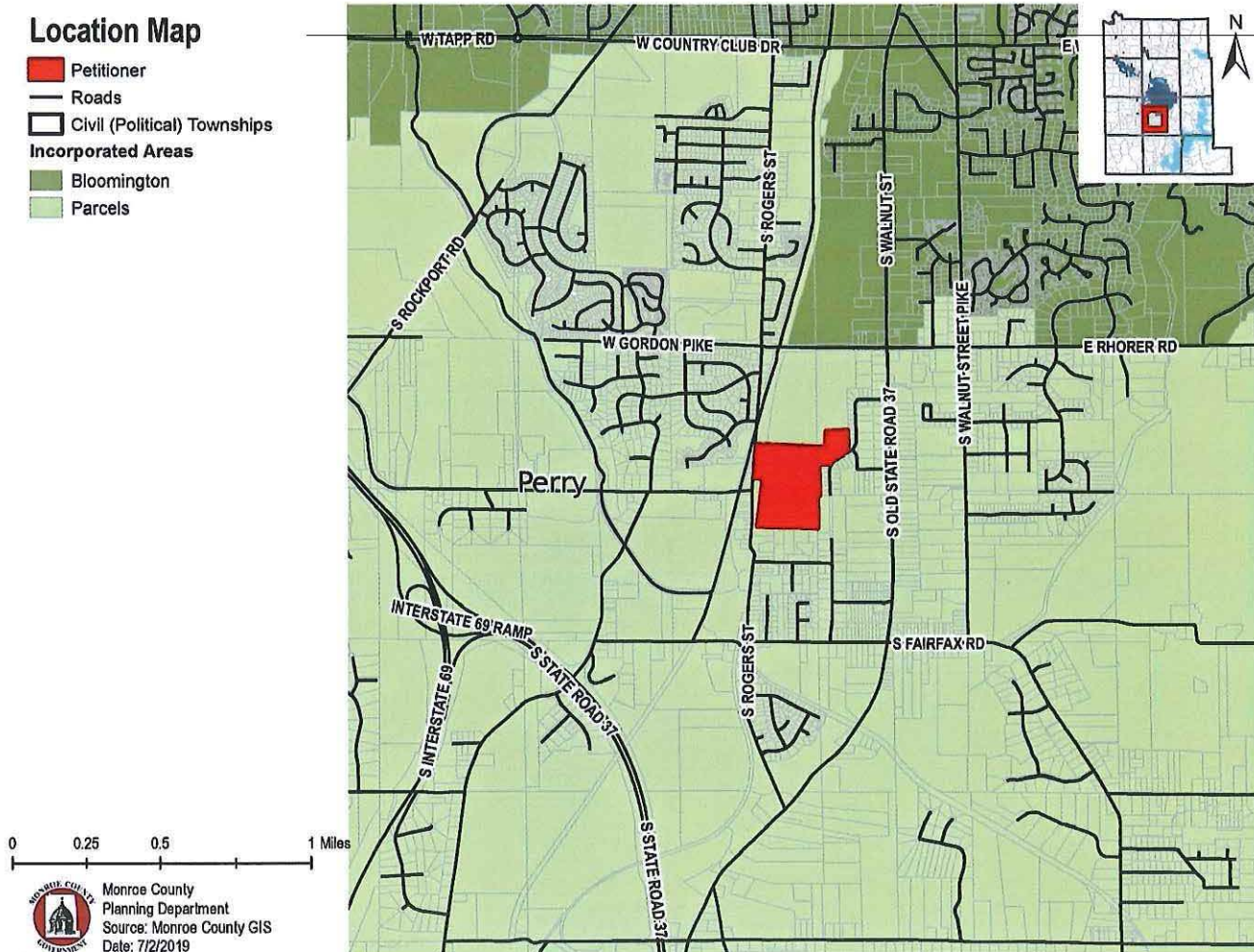
permit single family residential use.

LOCATION MAP

The petition site is located in Perry Township Section 20 between S Rogers ST and S College DR
(Parcel #s: 53-08-20-100-055.002-008 and 53-08-21-200-108.002-008).

Location Map

- Petitioner
- Roads
- Civil (Political) Townships
- Incorporated Areas**
- Bloomington
- Parcels



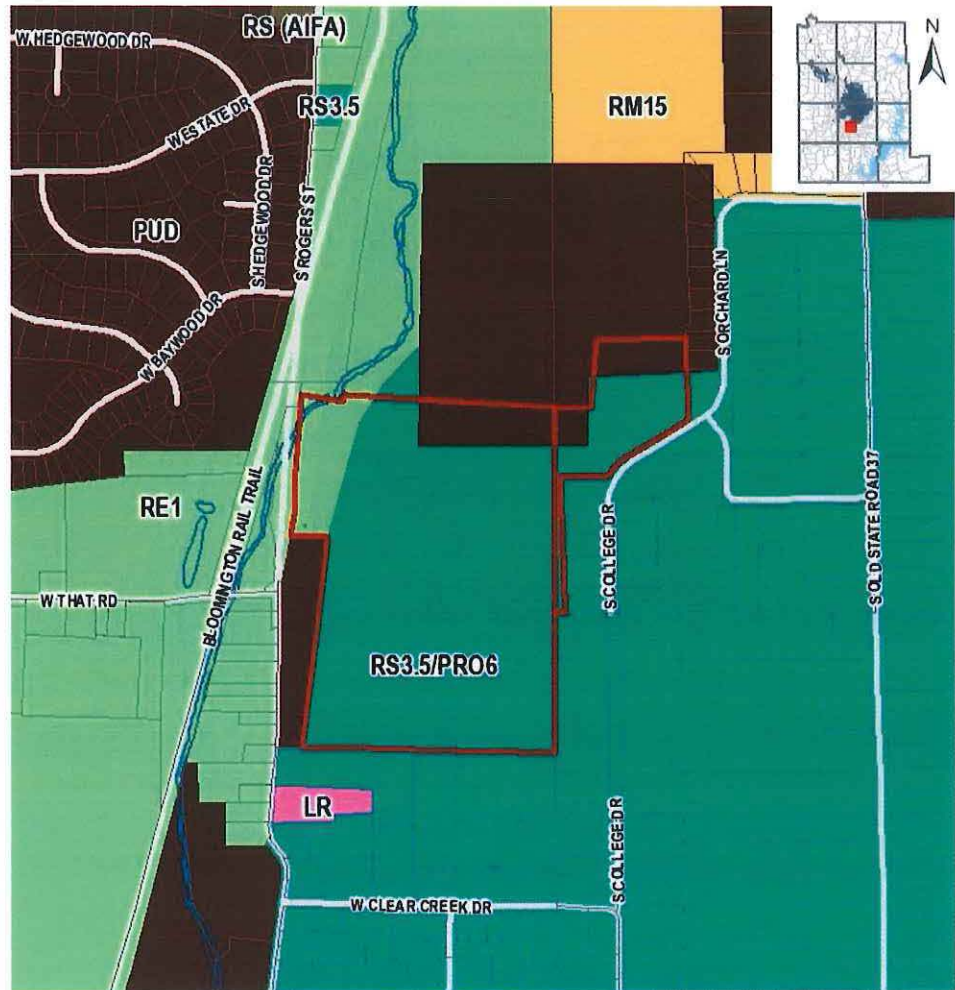
Monroe County
Planning Department
Source: Monroe County GIS
Date: 7/2/2019

ZONING/ADJACENT USES

The property is zoned Single Dwelling Residential 3.5/PRO6 (RS3.5/PRO6), Estate Residential 1 (RE1), and Planned Unit Development – Southcrest Mobile Home Manor (PUD). FEMA Floodway extends into the northwestern portion of the lot (the RE1 portion) that is defined as non-buildable due to flood risk. The immediately adjoining properties encompassing the petition site are zoned as RE1, RS3.5/PRO6, PUD – Southcrest Mobile Home Manor, and PUD – Joseph Greene. Other nearby zones are Multi Dwelling Residential 15 (RM15), Low Density Residential (LR), Planned Unit Development – Clear Creek (PUD), and Planned Unit Development – All-American Storage LLC (PUD). Uses nearby are primarily residential with single family dwellings to the east, northeast, and southwest; residential condominiums to the northwest; and the Southcrest Mobile Home Park to the north. Additionally, the Monroe County School Corp is to the south, and some commercial uses are present to the west and southwest (Blind Squirrels LLC and Bloomington Marina & Auto Trim, respectively).

Current Zoning Map

- Petitioner
- Parcels
- Roads
- Hydrologic Features
- Monroe County Zoning**
 - CA - Commercial Arterial
 - LR - Low Density Residential
 - PUD - Planned Unit Development
 - RE1 - Estate Residential 1
 - RM15 - Multi Dwelling Res. 15
 - RS - Single Dwelling Residential
 - RS3.5 - Single Dwelling Res. 3.5
 - RS3.5/PRO6 - Single Dwell. Res. 3.5/PRO6



SITE CONDITIONS

The petition site is relatively flat overall with steep slopes towards the northeast portion of the site. The site contains no permitted structures and is classified as vacant land. There are no known karst features on site. The property fronts S Rogers ST and S College DR. The site drains to the northwest, west, and southwest into Clear Creek, which is designated as FEMA floodplain. CBU water is accessible from either the north, east, or west. A sanitary sewer pipe runs through the floodplain area and south along the western property, then turns east along the southern property line.

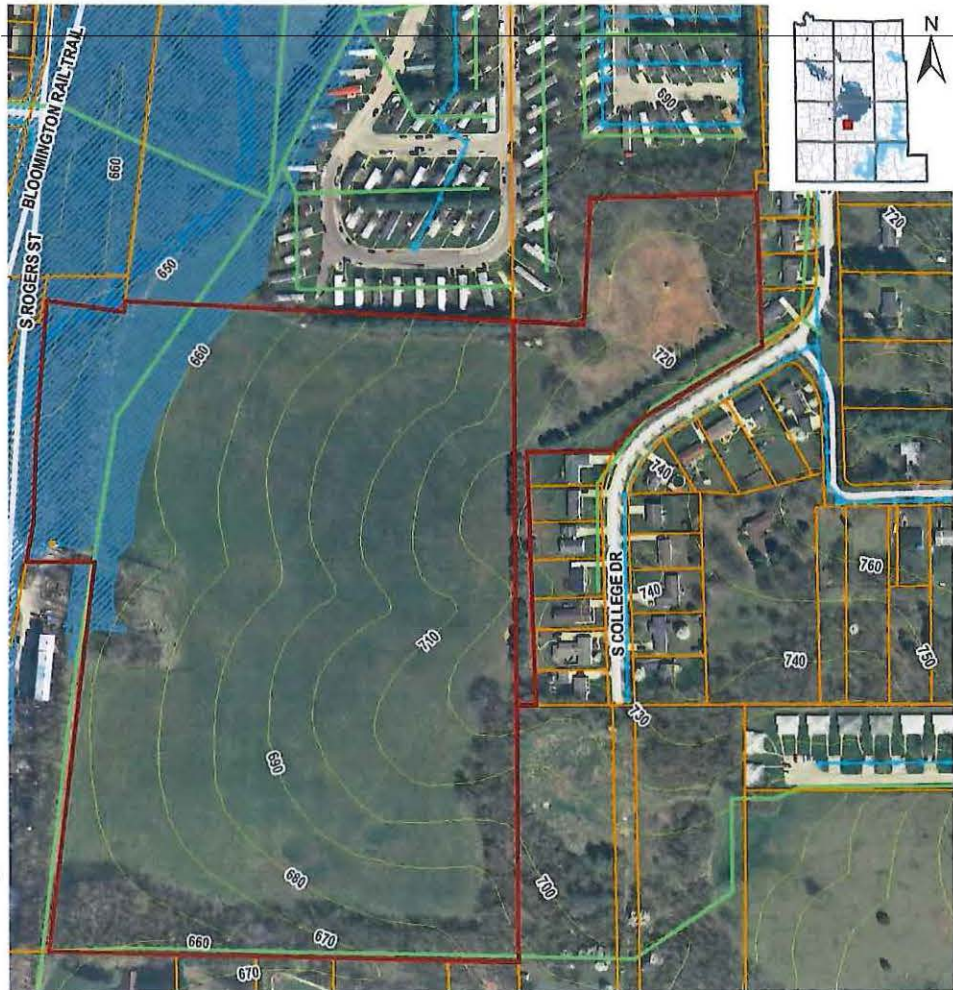
Site Conditions Map

-  Petitioner
-  Parcels
-  10-Foot Contours
-  Sanitary Pipe
-  Water Pipe
-  Roads
-  FEMA Floodplain
-  Hydrologic Features

0 75 150 300 450 600 Feet



Monroe County
Planning Department
Source: Monroe County GIS
Date: 7/2/2019



Slope Map

-  Petitioner
-  Parcels
-  2-Foot Contours
-  Roads
-  FEMA Floodplain
-  Hydrologic Features
- Percent Slope (2010)**
-  0 - 15
-  > 15

0 75 150 300 450 600 Feet



Monroe County
Planning Department
Source: Monroe County GIS
Date: 7/2/2019



SITE PICTURES



Figure 1. Pictometry view facing north.



Figure 2. Facing East – gravel entrance to the property



Figure 3. Facing North – looking to the left right after the gravel entrance



Figure 4. Facing South – looking right immediately after the gravel entrance



Figure 5. Facing West – eastern side of property



Figure 6. Facing Northwest – north portion of property that buffers Southcrest Mobile Home Park



Figure 7. Facing South – view of the eastern property line



Figure 8. Facing Southwest – view of the property



Figure 9. Facing West – view of the property



Figure 10. Facing North – view of the property

COMPREHENSIVE PLAN DISCUSSION

The petition site is located in the *Mixed Residential* district in Monroe County Urbanizing Area of the Monroe County Comprehensive Plan.

5.1.1 Mixed Residential

Mixed residential neighborhoods accommodate a wide array of both single-family and attached housing types, integrated into a cohesive neighborhood. They may also include neighborhood commercial uses as a local amenity.

These neighborhoods are intended to serve growing market demand for new housing choices among the full spectrum of demographic groups. Residential buildings should be compatible in height and overall scale, but with varied architectural character. These neighborhoods are often located immediately adjacent to mixed-Use districts, providing a residential base to support nearby commercial activity within a walkable or transit-accessible distance.

A. Transportation

Streets

Streets in mixed residential neighborhoods should be designed at a pedestrian scale. Like mixed-Use districts, the street system should be interconnected to form a block pattern, although it is not necessary to be an exact grid. An emphasis on multiple interconnected streets which also includes alley access for services and parking, will minimize the need for collector streets, which are common in more conventional Suburban residential neighborhoods. Cul-de-sacs and dead-ends are not appropriate for this development type. Unlike typical Suburban residential subdivisions, mixed residential development is intended to be designed as walkable neighborhoods. Most residents will likely own cars, but neighborhood design should de-emphasize the automobile.

Bike, pedestrian, and Transit modes

Streets should have sidewalks on both sides, with tree lawns of sufficient width to support large shade trees. Arterial streets leading to or through these neighborhoods may be lined with multi-use paths. Neighborhood streets should be designed in a manner that allows for safe and comfortable bicycle travel without the need for separate on-street bicycle facilities such as bike lanes. As with mixed-Use districts, primary streets in mixed residential neighborhoods should be designed to accommodate transit.

B. Utilities

Sewer and water

The majority of mixed residential areas designated in the land Use Plan are located within existing sewer service areas. Preliminary analysis indicates that most of these areas have sufficient capacity for additional development. Detailed capacity analyses will be necessary with individual development proposals to ensure existing infrastructure can accommodate new residential units and that agreements for extension for residential growth are in place.

Power

Overhead utility lines should be buried to eliminate visual clutter of public streetscapes and to minimize system disturbance from major storm events.

Communications

Communications needs will vary within mixed residential neighborhoods, but upgrades to infrastructure should be considered for future development sites. Creating a standard for development of communications corridors should be considered to maintain uniform and adequate capacity.

C. Open space

Park Types

Pocket parks, greens, squares, commons, neighborhood parks and greenways are all appropriate for mixed residential neighborhoods. Parks should be provided within a walkable distance (one-eighth to one-quarter mile) of all residential units, and should serve as an organizing element around which the neighborhood is designed.

Urban Agriculture

Community gardens should be encouraged within mixed residential neighborhoods. These may be designed as significant focal points and gathering spaces within larger neighborhood parks, or as dedicated plots of land solely used for community food production.

D. Public Realm Enhancements

Lighting

Lighting needs will vary by street type and width but safety, visibility and security are important. Lighting for neighborhood streets should be of a pedestrian scale (16 to 18 feet in height).

Street/Site furnishings

Public benches and seating areas are most appropriately located within neighborhood parks and open spaces, but may be also be located along sidewalks. Bicycle parking racks may be provided within the tree lawn/ landscape zone at periodic intervals.

E. Development Guidelines

Open Space

Approximately 200 square feet of publicly accessible open space per dwelling unit. Emphasis should be placed on creating well-designed and appropriately proportioned open spaces that encourage regular use and activity by area residents.

Parking Ratios

Single-family lots will typically provide 1 to 2 spaces in a garage and/or driveway. Parking for multi-family buildings should be provided generally at 1 to 1.75 spaces per unit, depending on unit type/number of beds. On-street parking should be permitted to contribute to required parking minimums as a means to reduce surface parking and calm traffic on residential streets.

Site design

Front setbacks should range from 10 to 20 feet, with porches, lawns or landscape gardens between the sidewalk and building face. Buildings should frame the street, with modest side setbacks (5 to 8 feet), creating a relatively continuous building edge. Garages and parking areas should be located to the rear of buildings, accessed from a rear lane or alley. If garages are front-loaded, they should be set back from the building face. Neighborhoods should be designed with compatible mixtures of buildings and unit types, rather than individual subareas catering to individual market segments.

Building form

Neighborhoods should be designed with architectural diversity in terms of building scale, form, and style. Particular architectural themes or vernaculars may be appropriate, but themes should not be overly emphasized to the point of creating monotonous or contrived streetscapes. Well-designed neighborhoods should feel as though they have evolved organically over time.

Materials

High quality materials, such as brick, stone, wood, and cementitious fiber should be encouraged. Vinyl and exterior insulated finishing Systems (eifs) may be appropriate as secondary materials, particularly to maintain affordability, but special attention should be paid to material specifications and installation methods to ensure durability and aesthetic quality.

Private Signs

Mixed residential neighborhoods should not feel like a typical tract subdivision. It may be appropriate for neighborhoods to include gateway features and signs, but these should be used sparingly and in strategic locations, rather than for individually platted subareas.

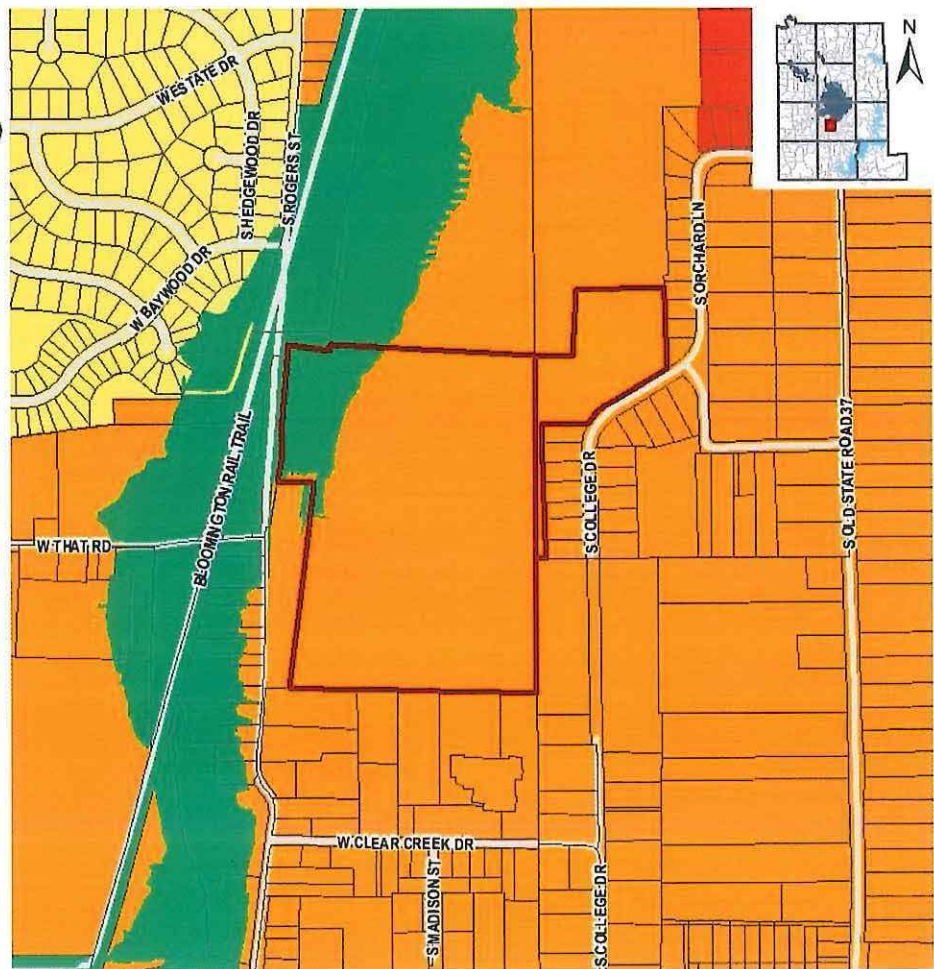
Comprehensive Plan

-  Petitioner
-  Townships
-  Monroe Co. Urbanizing Area (MCUA)
-  Parcels
-  Roads
- Comp. Plan Land Use (Updated 2015)**
 -  MCUA Mixed Residential
 -  MCUA Mixed Use
 -  MCUA Open Space
 -  MCUA Suburban Residential
- Bloomington Growth Policies Plan**
 -  Urban Residential

0 0.05 0.1 0.2 Miles



Monroe County
Planning Department
Source: Monroe County GIS
Date: 7/2/2019



The Urbanizing Area Plan – Phase II Implementation Report and Zoning Framework has the petition site designated **Neighborhood Development (N2)**, which is described as follows:

N2 NEIGHBORHOOD DEVELOPMENT

This district includes several existing residential subdivisions with primarily single-family lots, and is intended to provide a greater opportunity for diverse housing types and densities. Mixed use nodes may be appropriate at key locations within this larger district, consistent with the recommendations of the Mixed Residential land use type designated in the Urbanizing Area Plan.

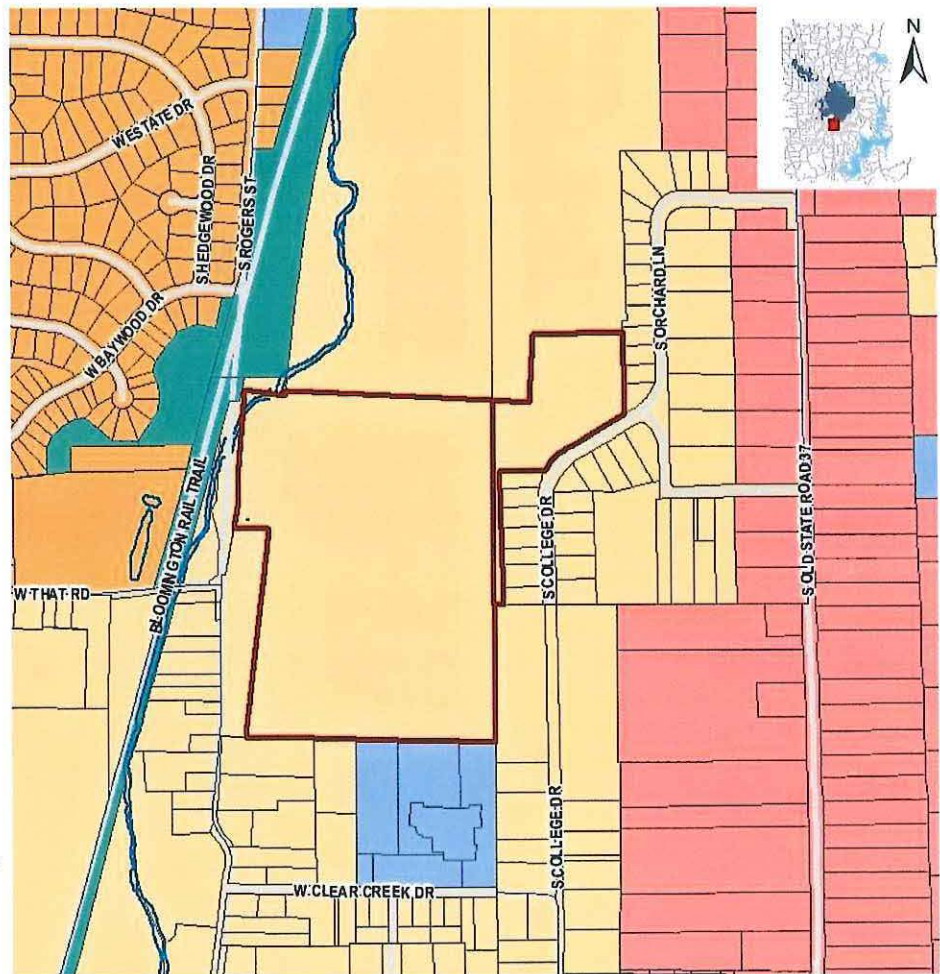
Proposed Zoning Map (2016)

-  Petitioner
-  Parcels
-  Roads
-  Hydrologic Features
- Proposed Zoning**
-  G2 - Gateway South
-  N1 - Urban Infill Neighborhood
-  N2 - Neighborhood Development
-  OS - Open Space
-  CV - Civic

0 0.05 0.1 0.2 Miles



Monroe County
Planning Department
Source: Monroe County GIS
Date: 7/2/2019



FINDINGS OF FACT - REZONE

According to Section 831-3. Standards for Amendments of the Zoning Ordinance: In preparing and considering proposals to amend the text or maps of this Zoning Ordinance, the Plat Committee shall pay reasonable regard to:

(A) The Comprehensive Plan;

Findings:

- The Comprehensive Plan designates the site and much of the surrounding area as MCUA Mixed Residential;
- The site is currently vacant;
- In Mixed Residential areas, the land use category is intended to provide new housing choices to all demographics in order to serve growing market demand for housing. Neighborhoods in these areas are often located immediately adjacent to Mixed-Use districts, providing a residential base to support nearby commercial activity within a walkable or transit-accessible distance.
- MCUA Phase II proposed zoning designates this lot as Neighborhood Development (N2), which says, "This district includes several existing residential subdivisions with primarily single-family lots, and is intended to provide a greater opportunity for diverse housing types and densities";

(B) Current conditions and the character of current structures and uses in each district;

Findings:

- The site is currently zoned Single Dwelling Residential 3.5/PRO6 (RS3.5/PRO6), Estate Residential 1 (RE1), and Planned Unit Development – Southcrest Mobile Home Manor (PUD);
- The site is currently vacant;
- The immediately adjoining uses are currently either residential, commercial, or public institution (MCCSC);
- The site drains to the northwest, west, and southwest into Clear Creek, which is designated as FEMA floodplain
- FEMA floodplain extends onto the northwest portion of the property and is designated non-buildable due to flood risk;
- The site has frontage to both S Rogers ST (Minor Collector) and S College DR (Local);
- The site is platted as Tract 2 of the Southcrest Mobile Home Park Type "A" Administrative Subdivision, and the purpose of this rezone is to clean up zoning overlap between the mobile home park and the petition site.

(C) The most desirable use for which the land in each district is adapted;

Findings:

- Capacity letters will be provided for site plan approval;
- There are sensitive lands to the northwest in the form of floodplain and riparian area;

(D) The conservation of property values throughout the jurisdiction; and

Findings:

- Values may vary significantly dependent upon future planning and zoning in the area;
- Some surrounding residential and commercial properties to the northwest and west may have difficulty expanding due to the restrictions of FEMA floodplain;
- See Findings under (A);

(E) Responsible development and growth.

Findings:

- If the rezone were to be approved, the PUD overlap from the Southcrest Mobile Home Park would be corrected to an appropriate zone similar to RS3.5/PRO6, which the a majority of the property is currently zoned;
- The petitioner intends to create single family lots on this site that is currently vacant;
- The site has frontage to both S Rogers ST (a minor collector), and S College DR (a local road);
- Site Plan review would be required for single family residential lot creation that will include input on traffic analysis from the Highway Department, the Drainage Engineer for stormwater detention along with meeting the requirements for parking, landscaping, and Chapter 815 site plan requirements;
- See Findings under (A) through (D);

EXHIBIT 1: Petitioner Letter

Smith Brehob & Associates, Inc.



Stephen L. Smith, P.E., L.S.
Steven A. Brehob, BS.CNT.
Todd M. Borgmann, PLS
Don Kocarek, L.A.
Katherine E. Stein, P.E.

"Providing professional land planning, design, surveying and approval processing for a quality environment"

453 S. Clarizz Boulevard
Bloomington, IN 47401

July 16, 2019

Monroe County Plan Commission
Suite 224
501 N. Morton Street
Bloomington, IN 47404

Dear Members of Plan Commission,

On behalf of Abington Emerson Investments, LLC I am requesting a rezone of a 39.10 acre property located in Monroe County, Indiana at 315 W Gordon Pike.

Currently, the property has three zoning designations: RE1 (Estate Residential 1), RS3.5/PRO6 (Single Dwelling Residential 3.5 with PRO6 Overlay), and PUD (Planned Unit Development - Southerest Mobile Home Manor). I am requesting that the property be rezoned to MR (Medium Density Residential).

Please see the attached exhibit for a view of the property which is being requested to be rezoned.

Thank you for your thoughtful consideration to this matter.

Regards,

Kendall Knoke
Smith Brehob & Associates, Inc.
812-336-6536 ext. 13
kknoke@smithbrehob.com

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: September 18, 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

VET Environmental Engineers, LLC Agreement
Ratification

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: County General

Fund Number 1000-30013-0068

Amount: not to exceed \$5,383.00

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:

VET Environmental Engineering, LLC will provide Environmental Testing for the following building:
The Monroe County Courthouse

Person Presenting: Angie Purdie, Commissioners' Admin

Department: Commissioner's Office

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

Attorney who reviewed: Jeff Cockerill

Submitted by: Jill Newman, Financial Manager

Date: September 11, 2019

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

Office e-mail: Commissionersoffice@co.monroe.in.us

Page 40 of 96

CONSULTING AGREEMENT AND AUTHORIZATION TO PROCEED

This Agreement is between VET Environmental Engineering, LLC an Indiana corporation, with office at 2335 West Fountain Drive, Bloomington, Indiana 47404 and Ms. Angie Purdie, The Monroe County Board of Commissioners with office at 100 West Kirkwood Avenue, Bloomington, IN 47404 ("CLIENT").

1. VET Environmental Engineering, LLC agrees to perform the services described in its Cost Estimate dated: September 3, 2019 including attachments and amendments ("SERVICES").
2. CLIENT authorizes VET Environmental Engineering, LLC to perform these SERVICES for the following project and location: Environmental Testing, The Courthouse, 100 West Kirkwood Avenue, Bloomington, Indiana.
3. VET Environmental Engineering, LLC is willing to perform the SERVICES in exchange for the following fee (check and complete):

___ CLIENT will pay on a **time and material** basis. VET Environmental Engineering, LLC will invoice according to the attached Cost Estimate and Fee Schedule.

___ CLIENT will pay a **lump sum** of \$0.00 for SERVICES. VET Environmental Engineering, LLC will invoice CLIENT upon completion of the SERVICES for the parcel of property described in the PROPOSAL.

X CLIENT will pay on a **time and material** basis not to exceed the sum of **\$5383.00**. VET Environmental Engineering, LLC will invoice according to the Fee Schedule* attached to the PROPOSAL up to the stated limit. Upon reaching the limit, VET Environmental Engineering, LLC will stop performing unless CLIENT authorizes further work in writing.

* VET Environmental Engineering, LLC reserves the right to adjust its Fee Schedule annually.

4. **Billing:** VET Environmental Engineering, LLC will submit invoices to CLIENT by mail on an as needed basis. CLIENT recognizes that timely payment is a material part of this Agreement. Each invoice is due and payable within thirty (30) calendar days of the date of the invoice. CLIENT will pay an additional charge of one and one-half percent (1 1/2%) per month not to exceed the maximum rate allowed by law for any payment received by VET Environmental Engineering, LLC more than thirty (30) calendar days from the date of the invoice. CLIENT will pay when due that portion of invoice, if any, not in dispute. If CLIENT fails to pay any undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, VET Environmental Engineering, LLC may suspend its performance or terminate this Agreement without incurring any liability to CLIENT and without waiving any other claim against CLIENT.

5. Special Provisions : NONE X ATTACHMENT

6. **CLIENT RECOGNIZES THAT THE PRESENCE OF HAZARDOUS MATERIALS OR POLLUTION ON OR BENEATH THE SURFACE OF A SITE MAY CREATE RISKS AND LIABILITIES. CONSULTANT HAS NEITHER CREATED NOR CONTRIBUTED TO THIS POLLUTION. CONSEQUENTLY, CLIENT RECOGNIZES THIS AGREEMENT WILL ACCORDINGLY LIMIT CONSULTANT'S LIABILITY.**

CLIENT confirms reading this document in full (including the terms 7 through 16 on the following page). This Agreement when executed by VET Environmental Engineering, LLC is an offer to perform the services, open for acceptance within 30 days. This Agreement becomes effective on the date CLIENT signs below.

CLIENT

- VET Environmental Engineering, LLC

By: [Signature]

By: [Signature]

Name: Julie Thomas

Name: Sara Rae Hamidovic, MS, PE, CHMM

Title: President Board of Comm.

Title: President

Date: 9-11-19

Date: 9/9/2019

7. **Standard of Care:** VET Environmental Engineering, LLC will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.

8. **Indemnity / limitation of Liability:** Subject to any limitations stated in this Agreement, VET Environmental Engineering, LLC will indemnify and hold harmless CLIENT, its officers, directors, employees, and subcontractors, from and against all claims and actions, including reasonable attorneys fees, arising out of damages or injuries to persons or tangible property to the extent they are caused by a professionally negligent act, error, or omission of VET Environmental Engineering, LLC or any of its agents, subcontractors, or employees in the performance of Services under this Agreement. VET Environmental Engineering, LLC will not be responsible for any loss, damage, or liability arising from any contributing negligent acts by CLIENT, its subcontractors, agents, staff, or consultants. Neither party will be responsible to the other for consequential damages including, but not limited to, loss of profit, loss of investment or business interruption. The CLIENT also agrees to seek recourse only against VET Environmental Engineering, LLC and not against its officers, employees, directors, or shareholders. The CLIENT agrees to limit VET Environmental Engineering, LLC's liability due to breach of contract, warranty or negligent acts, errors or omissions of VET Environmental Engineering, LLC to the fee paid to VET Environmental Engineering, LLC under this Agreement.

9. **Hazardous Substances/Hazardous Waste:** CLIENT represents that if CLIENT knows or has reason to suspect that hazardous substances or pollution may exist at the project site, CLIENT has fully informed VET Environmental Engineering, LLC. In the event VET Environmental Engineering, LLC encounters hazardous substances or contamination significantly beyond that originally represented by CLIENT, VET Environmental Engineering, LLC may suspend its Services and enter into good faith renegotiation of this Agreement. CLIENT acknowledges that VET Environmental Engineering, LLC has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site and CLIENT agrees to defend, indemnify, and hold harmless VET Environmental Engineering, LLC, from any claim or liability, arising out of VET Environmental Engineering, LLC's performance of work under this Agreement and made or brought against VET Environmental Engineering, LLC for any actual or threatened environmental pollution or contamination except to the extent that VET Environmental Engineering, LLC has negligently caused or contributed to any such pollution or contamination. This indemnification includes reasonable attorney fees and expenses incurred by VET Environmental Engineering, LLC in defense of such claim.

10. **Sample Ownership:** All samples and cuttings of materials containing hazardous contaminants are the property and responsibility of CLIENT. Removal of cuttings from the project site will remain the obligation of CLIENT. Absent direction from CLIENT, VET Environmental Engineering, LLC may return all contaminated samples and laboratory byproducts to the CLIENT for proper disposal or treatment.

11. **Documents and Records:** CLIENT acknowledges that VET Environmental Engineering, LLC's reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other similar documents ("Records") are instruments of professional service, not products. All data VET Environmental Engineering, LLC prepares for CLIENT under this Agreement will remain the property of VET Environmental Engineering, LLC. CLIENT will not use any VET Environmental Engineering, LLC data or report for any purpose other than its original purpose as defined in the PROPOSAL. CLIENT has no rights to incomplete or partial data. VET Environmental Engineering, LLC will retain these Records for a period of three (3) years following completion of this project. During this time, VET Environmental Engineering, LLC will reasonably make available the records to the CLIENT. VET Environmental Engineering, LLC may charge a reasonable fee in addition to its professional fees for retrieving or copying such records.

12. **Change Orders:** VET Environmental Engineering, LLC will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Services. VET Environmental Engineering, LLC will give CLIENT notice within ten (10) days of the change order of any resulting increase in fee. Unless Client objects in writing within five (5) days, the change order becomes a part of this Agreement.

13. **Third-Party Rights:** Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than CLIENT and VET Environmental Engineering, LLC.

14. **Assignment/Status:** The CLIENT will not delegate, assign, sublet, or transfer any interest in this Agreement without the written consent of VET Environmental Engineering, LLC. VET Environmental Engineering, LLC is an independent consultant and not the agent or employee of CLIENT.

15. **Termination:** Either party may terminate the Services with or without cause upon ten (10) days advance written notice. If Client terminates without cause, CLIENT will pay VET Environmental Engineering, LLC costs incurred, noncancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors.

16. **Complete Agreement:** The Parties acknowledge this Agreement, including the Proposal and any Attachments constitute the entire Agreement between them. Unless stated otherwise in this Agreement, this Agreement may not be modified except in a writing signed by both parties. The parties agree that Indiana law governs this Agreement and any dispute involving the Agreement.

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 9/18/2019

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

Ratify agreement between the Monroe County Board of Commissioners and Cardno for Mitigation Services for the Cedar Ford Bridge

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: Cumulative Bridge

Fund Number 1135

Amount: \$123,500.00

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 agreement was originally approved at the September 4, 2019 meeting. However, the consultant did not have the cost broken down by years. After doing the breakdown that we asked to be provided, Cardno realized that they had incorrectly typed the wrong amount in the contract lump sum amount. The amount is \$123,500.00. If the mitigation services cease due to IDEM recommendations, Monroe County will not be billed for the future years.

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: Lisa Ridge

Date: September 9, 2019

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

Office e-mail: CommissionersOffice@co.monroe.in.us

Cardno Contract ID / Project ID: J1525846A0

This Agreement is made effective September 4, 2019 by and between Cardno, Inc., a Delaware corporation ("Cardno") having a place of business at 3901 Industrial Blvd. Indianapolis, In. 46254, and Monroe County Public Works Department, a Government Entity ("Client") having a place of business at 501 N Morton St. Suite 216 Bloomington, IN. 47404. Cardno and Client are each individually referred to as a "Party" and collectively as the "Parties."

NOW, THEREFORE, Client hereby engages the services of Cardno and, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

ARTICLE 1: DESCRIPTION OF SERVICES

Cardno shall render the professional services described in **Exhibit "A"** (hereinafter called the "Services") in accordance with this Agreement. If, in the course of the Project, services beyond the scope described in Exhibit "A" are warranted on the Project based on Cardno's findings, requests by the Client or regulatory agency, or if unforeseen conditions arise, Cardno will notify the Client of the change in scope of the Project and, if agreed to in writing by Client, shall undertake the additional services. All Services will be charged in accordance with Cardno's fee schedule that is included in Exhibit "A".

ARTICLE 2: PAYMENT

- a. Cardno will submit invoices to Client monthly for services provided during the previous month. Each invoice will identify the project name and cost of the services provided. As agreed in writing in Exhibit A or if applicable in Exhibit B attached hereto and made a part hereof, is the schedule of Cardno's billing rates which are applicable to the work covered by this Agreement. Cardno's rates are subject to increase annually.
- b. Within thirty (30) days following Client's receipt of each invoice rendered by Cardno pursuant to this Agreement, Client will pay the amount invoiced. If Client disputes any portion of an invoice, Client will notify Cardno in writing of such disputed items within 10 days of invoice date. In the event any invoice has not been paid in full within sixty (60) days of the invoice date, Cardno may immediately suspend all or any portion of the Services hereunder indefinitely, pending payment in full of such invoice(s).
- c. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest allowable. Collection fees and any additional legal costs associated with the recovery of outstanding payments may also be applied.

ARTICLE 3: TERMINATION

This Agreement will continue in effect until terminated by either party upon thirty (30) days written notice to the other party. Any such termination, however, will not terminate Cardno's obligations under Article 6 hereof nor either party's obligations under Article 11.

In the event Client terminates this Agreement Client will reimburse Cardno for all services provided under any Task Order in addition to expenses incurred by Cardno in satisfying commitments for materials, equipment and services, which were made by Cardno prior to such termination. Such expenses may include the cost of returning or disposing of unused materials and equipment and terminating agreements for services by third parties. Cardno, however, will use its best efforts to minimize such costs

ARTICLE 4: SUSPENSION OF SERVICES

If the Project is suspended for more than thirty (30) calendar days in the aggregate, the Client shall pay Cardno for all Services performed prior to receipt of the notice of suspension. Cardno shall have no liability to Client for delay or damage caused Client because of a suspension of services. Upon resumption of the Project, Cardno shall be entitled to an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the Project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Cardno may, at its option, terminate this agreement upon giving seven (7) days' notice in writing to the Client.

ARTICLE 5: FORCE MAJEURE

Neither Party shall be held responsible for any delay or failure in performance of any part of this agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing Party.

ARTICLE 6: CARDNO'S RESPONSIBILITIES

- a. Cardno shall perform the Services with the reasonable skill and care required by customarily accepted professional practices and procedures normally provided in the performance of such Services at the time in which the Services were performed. This standard of care is the sole and exclusive standard of care that will be applied to measure Cardno's performance. Cardno makes no other representations or warranties, express or implied.
- b. Cardno shall be solely responsible for: a) completion of the Project in accordance with the specifications outlined in the Task Order, b) supervision of Cardno's employees and subcontractor's on the Project; c) keeping accurate records of information obtained during the course of the Project; d) obtaining and maintaining proper licenses and permits for Cardno's Services; and e) compliance in all material aspects with applicable laws and regulations including those pertaining to Cardno's employees' wages, hours, fair employment practices, worker's compensation insurance, and similar employer responsibilities.
- c. Cardno specifically disclaims any authority or responsibility and Cardno does not have authority, responsibility or liability for, the means, methods, techniques, sequences or procedures of construction selected by Contractor(s); for safety precautions and programs in connection with or incident to the work of Contractor(s); or for any failure of Contractor(s) to perform their work or to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) performing their work.
- d. Differing Site Conditions: If Differing Site Conditions adversely affect Cardno's performance of services as contemplated by this Agreement, then 1) Cardno shall be permitted to terminate its Services after notifying the Client of such Differing Site Conditions, and 2) if Client wishes Cardno to continue performance of its Services, Client and Cardno shall agree, in writing, to new or modified scope of services and fees provisions under the Agreement to reflect the cost and schedule impact of such conditions. For purposes of this Agreement, "Differing Site Conditions" means physical, structural, subsurface, soil or other conditions uncovered, revealed or discovered which differ from 1) those presented by Client to Cardno, in any RFP or otherwise, 2) those ordinarily encountered and generally recognized as inherent in work of a similar character, or 3) those apparent based upon a reasonable visual inspection of the Project site.
- e. Cardno shall perform its Services as expeditiously as is consistent with the preceding standards of professional skill and care, but shall not be responsible for delays that may occur that are beyond Cardno's reasonable control.

ARTICLE 7: CLIENT'S RESPONSIBILITIES

Client shall be solely responsible for: a) maintaining overall supervision of the Project beyond the immediate scope of Cardno's Services; b) making available to Cardno all of Client's information regarding existing and proposed conditions of the site. The information shall include, but not be limited to: plot plans, hydrologic and geologic data including borings, wells, field or laboratory tests, and written reports. Client will immediately transmit to Cardno any new information which becomes available or any change in plans; c) locating for Cardno and assuming responsibility for the accuracy of any representations as to the locations of all underground utilities, pipelines, tanks and other installations. Cardno will not be responsible for damage to items not so located; d) providing free and unencumbered access to the site for all necessary equipment and personnel during normal working hours; e) as necessary, locating for Cardno the property boundaries and being responsible for accuracy of boundaries and markers; f) retaining ownership of, and responsibility for all contaminated material Cardno located on site or found as a result of the Project and g) obtaining all required and necessary approvals and permits required for the performance of any services by Cardno. Cardno shall be entitled to reasonably rely upon the accuracy and completeness of information, reports, tests, data and recommendations provided by or on behalf of Client.

ARTICLE 8: INDEPENDENT AGENT:

Each party shall be an independent agent with respect to work under this Agreement, and shall not be deemed to be the servants, employees, or agents of the other.

ARTICLE 10: INSURANCE

- a. Cardno represents that it will maintain during the term of this Agreement, and for any period thereafter required by the terms of the Prime Agreement, at its sole expense Worker's Compensation, Commercial General Liability, Automobile Liability, Maritime, Professional Liability and Pollution insurance.
- b. During the performance of any and all services under this Agreement, Engineer shall maintain the following Insurance in full force and effect:
 - a. Commercial General Liability Insurance with a minimum of combines single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate;
 - b. Automobile Liability Insurance, including non-owned auto coverage, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident;
 - c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate; and,
 - d. Workers Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.
- c. All Insurance policies shall be issued by an Insurance company authorized to issue such insurance in the State of Indiana and shall contain waiver of subrogation. The Client, its officers, agents, and employees shall be named as insured under the general liability and automotive insurance policies and those policies shall stipulate that the insurance will operate as primary insurance and that no other Insurance effected by the Client will be called upon to contribute to a loss hereunder
- d. Certificates of all insurance required under this Agreement will be furnished to the Client prior to commencement of Services.

ARTICLE 11: INDEMNIFICATION

- a. Cardno shall indemnify and hold harmless Client from and against damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney fees arising out of damages or injuries to persons or property to the extent caused by the negligence, gross negligence or willful misconduct of Cardno or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement; provided that Cardno's aforesaid indemnity and hold harmless obligation shall not be applicable to any liability based upon the sole willful misconduct or sole active negligence of Client or upon use of or reliance on information supplied by Client or on behalf of Client to Cardno in preparation of any report, study or other written document and further provided, however, in no event shall Cardno be responsible for any form of consequential damages, including, but not limited to loss of sales, loss of profits, and attorney fees thereon.
- b. Client shall indemnify and hold harmless Cardno from and against damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney fees arising out of (i) damages or injuries to persons or property caused by the negligence, gross negligence or willful misconduct by Client or anyone acting under its direction or control or on its behalf in connection with this Agreement and (ii) claims, actions or demands for environmental liability arising from, or in relation to, any condition (not caused by the negligence of Cardno or anyone acting under its authority) on, under or in connection with Owner's real property or relating to Operations conducted by Client; provided that Client's aforesaid indemnity and hold harmless obligation shall not be applicable to any liability based upon the sole willful misconduct or sole active negligence of Cardno and further provided, however, in no event shall Client be responsible for any form of consequential damages, including, but not limited to loss of sales, loss of profits and attorney fees thereon.

- c. For purposes of this Article 11, the duty to indemnify does not include the duty to pay for or to provide an up-front defense against unproven claims or allegations.
- d. Where any claim results from the joint negligence, gross negligence, or willful misconduct, by Client and Cardno, the amount of such damage for which Client or Cardno is liable as indemnitor under this Article 11 shall equal the proportionate part that the amount of such claim attributable to such indemnitor's negligence, gross negligence, willful misconduct, bears to the amount of the total claim attributable to the joint negligence, gross negligence, or willful misconduct, at issue.

ARTICLE 13: DISPUTE RESOLUTION PROCEDURES

- a. If requested in writing by either the Client or Cardno, the parties shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into a management/principal level meeting/s, in an effort to seek a mutually satisfactory resolution. Such a meeting shall occur within thirty (30) days from the first date of the written request for such meeting.
- b. If a dispute cannot be settled informally between the parties within a period of thirty (30) calendar days, the parties shall enter structured non-binding negotiations with the assistance of a mediator. The mediator shall be appointed by agreement of the parties.
- c. If the parties are unable to reach an acceptable resolution of the dispute, controversy, or claim through the mediation process, the parties shall have any and all rights and remedies available to it under this Agreement and any and all rights and remedies at law or in equity. Cardno's right to record a lien or bond claim to prosecute a lien or bond claim shall not be stayed, limited or delayed by the mediation process.

ARTICLE 15: ACCESS TO RECORDS

- a. Client, or its duly authorized representatives, will have access at all reasonable times, during the performance of any the Services and for a period of two (2) years thereafter, to Cardno's books, records and all other documentation pertaining to Cardno's Services under this Agreement. Cardno shall be reimbursed for all personnel labor, materials, and copying costs incurred for any client inspection or audit.
- b. Cardno will preserve for a period of two (2) years after completion or termination of the Services under this Agreement all documents pertaining to Cardno's Services under this Agreement.

ARTICLE 16: OWNERSHIP OF DOCUMENTS

- a. All documents, in any format or media, prepared by or on behalf of Cardno in connection with the Project are instruments for hire and shall be public records of Monroe County, Indiana.

ARTICLE 18: NOTICES

Any notices or written statements hereunder shall be deemed to have been given when mailed by certified or registered mail or via email, with receipt of reply, to the party entitled thereto at its address noted at the top of this Agreement or at such other latest address as it may designate in writing to the other party for this purpose.

ARTICLE 19: ASSIGNMENT

Neither party to this Agreement shall, without the prior written consent, of the other party, which shall not be unreasonably withheld, assign the benefit or in any way transfer any claim or obligation under this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

ARTICLE 20: NON-SOLICITATION

- a. Neither party shall knowingly solicit, recruit, hire or otherwise employ or retain the employees of the other working under this Agreement during the Term of this Agreement and for one (1) year following the termination or expiration of this Agreement without the prior written consent of the other party.
- b. However, notwithstanding the above, this Article shall not restrict the right of either party to solicit or recruit generally in the media, and shall not prohibit either party from hiring, without prior written consent, the other

party's employee who answers any advertisement or who otherwise voluntarily applies for hire without having been personally solicited by the hiring party.

ARTICLE 21: HAZARDOUS MATERIALS

- a. Hazardous substances shall be defined as any chemically derived or naturally occurring substance or waste material reasonably considered subject to any federal or state law regulating such substances or wastes as hazardous.
- b. Client will disclose to Cardno all known or reasonably available information regarding past uses, existing conditions, and proposed uses of the site. Client will specifically identify and describe to Cardno all releases of hazardous substances known or reasonably believed to have occurred which are relevant to the services to be performed by Cardno. Client will furnish any additional information requested by Cardno including but not limited to: existing reports, plans, surveys, water and soil test data, and permits issued by agencies of government. Client authorizes Cardno to use all information supplied, including incorporating the information by copying or direct reference into reports prepared by Cardno.
- c. For services involving or relating to hazardous waste elements of this Agreement, it is further agreed that Client shall indemnify and hold harmless Cardno from and against damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney fees arising out of or resulting from the performance of work by Cardno, or claims against Cardno arising from the work of others related to hazardous waste. This release and indemnification provision extends to claims against Cardno which arise out of, are related to, or are based upon the disbursement, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, or any other material, irritant, contaminant, or pollutant in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface of (a) soil, (b) water or water courses, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.
- d. Hazardous Waste and Hazardous Substance Transportation and Disposal: Hazardous wastes and hazardous substances, as defined by federal and state law, encountered by Cardno, shall be deemed to have been generated by and the property of Client. Cardno's discovery, excavation, handling, packaging, and storing of such wastes shall be as Client's agent and Cardno shall incur no liability whatsoever with respect to such wastes except where such liability arises out of its willful misconduct or wanton negligence. Client shall be solely responsible for selection of transporters and disposal or treatment sites. Client's EPA number shall accompany all shipments of hazardous wastes and Client shall be solely responsible for all fees, taxes, and other charges associated with hazardous wastes. In the event Client is unavailable or for any other reason fails to exercise its obligations under state and federal hazardous waste laws, Cardno is hereby authorized to act as Client's agent to the extent necessary to properly manage any hazardous wastes and hazardous substances encountered during work for Client in accordance with applicable laws and regulations or in compliance with the orders of any federal, state or local agency. All such work shall be billed to Client on a time and expense basis.
- e. Client hereby agrees to comply with all requirements of federal, state, and local laws, regulations, and ordinances governing notifications of hazardous substance releases immediately upon notification by Cardno that a release, threatened release, or other reportable event has occurred and that notification is required. In the event that Client or Client's agent is unavailable to make such required report or otherwise fails to do so, Client hereby authorizes Cardno to make reports on its behalf.
- f. In the event of the discovery of hazardous substances of a nature or in a quantity not revealed by Client to Cardno pursuant to this agreement and referenced incorporated thereto, or any other condition rendering further work pursuant to this agreement unsafe, in violation of law, or reasonably believed to exceed the scope of work agreed to, Cardno reserves the right to suspend work and notify Client. Client agrees to negotiate in good faith with Cardno on revised terms for completion of original agreement or additional services as recommended by Cardno. Notwithstanding the outcome of such negotiations and during such negotiations Cardno shall perform services as it deems necessary to secure the site, place hazardous substances in a safe condition, and comply with applicable laws and regulations on behalf of Client and shall be compensated by Client as specified herein.

ARTICLE 22: ATTRIBUTION/PROMOTION

Cardno shall have the right to include photographic or artistic representations of the design of the Project among Cardno's promotional and professional materials. Cardno shall be given reasonable access to the completed Project to make such representations. However, Cardno's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised Cardno in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for Cardno in the Owner's promotional materials for the Project.

ARTICLE 23: WAIVER

Failure by one party to notify the other party of a breach of any provision of this Agreement shall not constitute a waiver of any continuing breach. Failure by one party to enforce any of its rights under this Agreement shall not constitute a waiver of those rights. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

ARTICLE 24: GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and governed by the laws of the place of the project.

ARTICLE 25: LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

ARTICLE 26: ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties relating to the subject matter of this Agreement and is the entire understanding and agreement related thereto. This Agreement may be amended by mutual consent of the parties in writing to be attached hereto and incorporated herein, executed by Cardno's and the Client's respective representatives.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names by their duly authorized representatives.

Cardno, Inc.

Monroe County Department of Public Works

By: _____

Print

Name: Sean Clauson

Title: Assistant Vice President

Date: _____

By: _____

Print

Name: Julie Thomas

Title: County Commissioner

Date: _____



Professional Services Agreement EXHIBIT A – SCOPE OF SERVICES

EXHIBIT A SCOPE OF SERVICES

Cardno Contract ID / Project ID: J1525846A0

Date: September 4, 2019.
Project Name: Cedar Ford Bridge Maintenance

Cardno

Name: Cardno, Inc.
Address: 3901 Industrial Blvd. Indianapolis, IN. 46254
Phone: (317) 388-1982
Representative: Jeff Spicer Email: jeff.spicer@cardno.com

Client

Name: Monroe County Public Works Department
Address: 501 N Monroe St Suite 216 Bloomington, IN. 47404
Phone: (812) 342-2555
Representative: Lisa Ridge Email: ljridge@co.monrow.in.us

This Exhibit details the Services, Schedule, Contract Price, Additional Conditions and Additional Attachments forming part of the Professional Services Agreement, dated September 4, 2019.

Services: Cardno shall perform the following Services (hereafter "Services"):

See Attachment A: Scope of Services



Professional Services Agreement EXHIBIT A – SCOPE OF SERVICES

Schedule: Commencement Date: Upon Receipt of fully executed agreement
Estimated Completion Date: TBD

Contract Price: Subject to the terms of the Professional Services Agreement, Client will compensate Cardno as follows:

Total project Lump Sum cost of:

\$123,500.00

This amount is to be billed per guidelines in Article 2.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by any government entity on fees for services. Such taxes will be added to all invoices as required.

Where the Services or services conditions change, Cardno shall submit to the Client in a timely manner, documentation of the revisions to Exhibit "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for services are based on Cardno's N/A ("Rate Schedule"). The Rate Schedule is subject to escalation from time to time.

Cost Estimate: Any opinion of costs of construction prepared by Cardno is supplied only for the general guidance of the Client. Cardno has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors' methods of determining prices, or other competitive bidding or market conditions. Cardno's preparation of Cost Estimates are made on the basis of Cardno's experience and judgment and are Cardno's opinion of the cost of construction and not a guarantee of the accuracy of such opinion as compared to contract bids or actual costs to Client. Cardno does not warrant that bids or ultimate construction costs will not vary from its opinion of cost estimates.

Reimbursable Expenses: As contemplated throughout this Agreement, Reimbursable Expenses are an obligation of the Client and such Reimbursable Expenses will be included on the invoices issued to Client per the Cardno fee schedule.

Additional Attachments: The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

N/A

As-builts - Year 1 only

As-builts are required to be submitted to the agencies after the site is complete. Cardno will prepare and assemble the necessary documents including site plan and planting material lists to meet the permit requirement. This will be included with the Year 1 maintenance and monitoring fee.

Annual Monitoring Services – Years 1 through 10

Cardno will document the herbaceous vegetation, tree and shrub survival, and the wetland development of the mitigation over a minimum of two (2) site visits during the growing season. The first year will include establishing the sampling protocol specific to the mitigation site and field markings. Data will be collected using established and accepted protocol. An annual report will be prepared and submitted to the regulatory agencies for monitoring years 1, 2, 3, 4, 6, 8, and 10. The report will show how the site is progressing in relation to permit standards as well site history, sampling methods and analysis, and relevant recommendations. The report will be submitted to the regulatory agencies no later than December 31st. For monitoring years 5, 7, and 9, an abbreviated summary report will be submitted to the Client only.

Annual Maintenance Services – Years 1 through 10

Non-native species can pose significant threat to the successful development of native species. Maintenance services will include aquatic approved herbicide applied as a foliar treatment or by applying to cut (woody) stems. Species specifically listed in the permits will be targeted in addition to other non-native species that may be detrimental to the successful development of the mitigation site. Other methods may be utilized such as weed whipping or mowing if deemed appropriate.

Request for Monitoring Release - Year 10 only

At the completion of Year 10 monitoring and maintenance, Cardno will formally request a release from further monitoring requirements from the regulatory agencies. If requested by the agencies, Cardno will conduct one on-site meeting to facilitate the release from monitoring requirements. This cost will be included with the Year 10 maintenance and monitoring fee.

Year 1 Fixed Fee:	\$16,000.00
Year 2 Fixed Fee:	\$12,500.00
Year 3 Fixed Fee:	\$12,500.00
Year 4 Fixed Fee:	\$12,500.00
Year 5 Fixed Fee:	\$11,000.00
Year 6 Fixed Fee:	\$12,000.00
Year 7 Fixed Fee:	\$11,000.00
Year 8 Fixed Fee:	\$12,000.00
Year 9 Fixed Fee:	\$11,000.00
Year 10 Fixed Fee:	\$13,000.00

Annual costs include time, labor, and associated expenses. Supplemental tree or shrub planting is not included in this scope.

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 9/18/2019

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

Amendment #4 between Monroe County Board of Commissioners and American Structurepoint, Inc. for Hunters Creek Road, Phase II and III

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 Des #180288

Amount Received

Federal:

State:

Local Match:

Total Received:

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

Fund Name: Local Road and Street

Fund Number 1169

Amount: \$87,335.00

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 amendment is for the final design and permit renewals for the Hunters Creek Road Project, Phase I and II. The project has been funded for construction in FY2021 for both phases. We will submit the amendment to request additional funding from INDOT for possible assistance in the extra costs.

Person Presenting: Lisa Ridge

Department: Highway

Attorney who reviewed: Lee Baker

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

Submitted by: Lisa Ridge

Date: September 9, 2019

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

Office e-mail: Commissionersoffice@co.monroe.in.us

Amendment No. 4

This Amendment, made and entered into this _____ day of _____, 20____, by and between Monroe County, Indiana, acting by and through its proper officials (hereinafter referred to as LPA) and American Structurepoint, Inc., (hereinafter referred to as CONSULTANT).

WHEREAS, on December 28, 2012 LPA entered into a contract with the CONSULTANT for Hunters Creek Road from SR 446 to Tower Ridge Road, DES No. 1297633, and on October 18, 2013 entered into Amendment No. 1 for preliminary retaining wall design and drainage modeling analysis for three twin reinforced box structures; and on January 23, 2015 entered into Amendment No. 2 for final retaining wall 3-sided structure design; and on August 5, 2016 entered into Amendment No. 3 for stream mitigation identification, design, and permitting; and

WHEREAS, available construction funding allowed for only a portion of the project limits, Hunters Creek Road, Phase I, from 2.85 mi west of SR 446 to 0.40 mi south of Tower Ridge Road, to be let for construction under the original DES Number on September 13, 2017, and

WHEREAS, the LPA has secured construction funding for Hunters Creek Road, Phase II, from 1.91 mi west of SR 446 to 2.85 mi west of SR 446, DES No. 1702958, on February 16, 2018, and further secured construction funding for Hunters Creek Road, Phase III, from SR 446 to 1.91 mi west of SR 446, DES No. 1802888, on March 15, 2019, and

WHEREAS, INDOT has authorized the LPA to proceed with design and plan development of the Phase II and Phase III projects concurrently under a single construction contract for bid letting in fiscal year 2021, and

WHEREAS, coordination with IDEM and US Army Corps of Engineers for Phase I permit modifications in March and April of 2019 has determined a requirement to update the 2013 Wetland Delineation and Waters Report, and US Army Corps additionally requires all permit renewal requests be submitted following the issuance of a new Regional General Permit in December 2019, and

WHEREAS, coordination with IDEM for Phase I permit modifications has allowed for permit mitigation to be purchased from the Indiana DNR In-Lieu Fee on a per phase basis, and

WHEREAS, the LPA desires for a reassessment of the final pavement design previously approved for the corridor, and

WHEREAS, additional design, plan development, environmental investigation, permitting, and coordination will be required for a second bid letting, and

WHEREAS, the LPA has concurred with CONSULTANT's determination of additional work and has requested the additional services be performed by the CONSULTANT.

NOW THEREFORE, it has been determined by LPA and the CONSULTANT that the contract shall be amended as follows:

1. This Amendment provides an extension to the term of this Contract. The term of this Contract shall be from the date of the last signature affixed to the Contract to the completion of the **second phase** construction contract which is estimated to be **November 30, 2022**.
2. Notices to the LPA shall be sent to:
Ms. Lisa J Ridge, Highway Director
501 N. Morton Street, Suite 216
Bloomington, Indiana 47404

Notices to the CONSULTANT shall be sent to:
Willis R. Conner, President
American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, Indiana 46240

3. *Appendix A, Section C, Items 12 through 17 are added as follows:*
 12. The CONSULTANT shall carry out environmental analyses and develop the appropriate level of National Environmental Policy Act (NEPA) documentation for the project in accordance with INDOT environmental procedures as determined by the anticipated project impacts. An Additional Information (AI) document for a CE 3 is anticipated for this project.
 13. The CONSULTANT shall conduct an Addendum to the 2013 Red Flag Investigation (RFI) of Phases 2 and 3 of the project corridor, in accordance with Appendix A, Section C, Item 2 of this Agreement. In addition, the IDEM Virtual File Cabinet will be reviewed to assess the potential for sites requiring additional investigation due to potential soil and/or groundwater contamination. A narrative summary and maps depicting findings of the Addendum RFI will be produced.
 14. The CONSULTANT shall provide specialized studies required to complete the environmental document including re-evaluation of potential historic or cultural resources. This shall include a re-evaluation of the Phase II and III Area of Potential Effect (APE) and update to the Historic Properties Report. No additional archaeological sampling or reporting is anticipated as part of the Phase II and III AI. The CONSULTANT shall prepare appropriate Section 106 documentation in accordance with the INDOT Cultural Resources Manual. It is anticipated re-evaluation of the project area will result in a finding of no change in effect from the originally approved CE 3 and no additional historic properties identified. If consultation with INDOT and the State Historic Preservation Officer result in the identification of a resource eligible for listing on the National Register of Historic Places, which could result in a finding of "No Adverse Effect" or "Adverse Effect,"

additional services will be required to complete the Section 106 process. These additional services will be considered out of scope, and additional or supplemental services will be required to complete the required consulting party's coordination and/or the preparation of a Memorandum of Agreement.

15. The CONSULTANT shall prepare an updated Wetland Delineation Report for Phases II and III, including Qualitative Habitat Evaluation Index for streams to determine the presence of wetlands and other aquatic resources that are regulated by the USACE and/or IDEM. The Wetland Delineation Report will include a re-evaluation of the previously identified locations of wetlands or waterways and coordination with the design engineers regarding avoidance alternatives for the proposed project. The Wetland Delineation will be prepared in accordance with the USACE Wetland Delineation Manual (1987) and guidance provided by the USACE since 1991, including the appropriate Regional Supplement to the Corps of Engineers Wetland Delineation Manual.
16. The CONSULTANT shall prepare and submit the appropriate permit applications for the project, including Section 401 Individual Water Quality Certificate (WQC) to the Indiana Department of Environmental Management (IDEM) and Section 404 Regional General Permit to the United States Army Corps of Engineers (USACE). It is assumed that one permit application will be prepared and submitted for both Phase II and III. It is also assumed that all mitigation for unavoidable impacts to wetlands and waterways within these phases will be mitigated through the purchase of In-Lieu Fee credits from the Indiana DNR. If it is determined that credits cannot or will not be purchased from the Indiana DNR In-Lieu Fee program and alternative mitigation measures will be utilized, this will be considered a change in scope of work and additional or supplemental services will be required.
17. If the CONSULTANT is required to provide an environmental service not listed above for the completion of Phases II and III, the work to provide such additional service shall be considered a change in the scope of work.
 - a. A Public Hearing or Public Information Meeting is not anticipated for this AI document. According to INDOT Public Involvement Procedures, approved by FHWA, it is not anticipated the proposed project will meet the minimum requirements for public involvement.
 - b. It is anticipated that the 2014 CE 3 Section 4(f) documentation will remain sufficient for Phases 2 and 3 of the project and that the project will not constitute a Section 4(f) Use. Re-coordination with the Official with Jurisdiction (OWJ) for the Hoosier National Forest will be completed to confirm that prior documentation remains applicable.

- c. An analysis of Noise Impacts is not anticipated, as the scope of the proposed project is consistent with a Type 3 project, as defined in the most recent version of the INDOT Traffic Noise Analysis Procedures and revisions thereto.

4. *Appendix A, Section G is revised to append as follows:*

The CONSULTANT shall amend or cause to be amended the completed geotechnical investigation to provide recommendations for soldier pile and lagging walls at four locations within the project limits.

5. *Appendix D, Item A.2 is revised as follows:*

The CONSULTANT will be compensated for the following services on a lump-sum basis. The total obligation under this portion of the Contract shall not exceed \$753,060 unless approved in writing by the LPA.

a. Topographic Survey	\$109,500
b. Engineering Assessment / Geotechnical Consultation	\$47,400
c. Environmental Services	
1) Prepare Categorical Exclusion Document	\$20,100
2) Wetland Determination & Permitting	\$26,900
3) Section 106 Documentation and Coordination	\$36,100
4) Section 4(f)	\$5,300
5) Public Information Meeting	\$0
6) Public Hearing Notification	\$2,500
7) Prepare Additional Information Document	\$20,400
d. Road Design and Plan Development	\$265,600
e. Retaining Wall Design	
1) Preliminary	\$20,000
2) Final	\$63,100
f. Alternate Bid Pavement – Design and Analysis	\$14,100
g. Alternate Bid Pavement – Plan Development	\$0
h. Utility Coordination	\$18,500
i. Traffic Counting and Forecasting	\$1,850
j. Meetings	\$11,800
k. Pre-Construction Meeting	\$5,000
l. Three-Sided Structure Modeling and Report (3 Locations)	\$29,300
m. Three-Sided Structure Design and Plan Development	\$38,000
n. Stream Mitigation	
1) Mitigation Site Permitting	\$12,900
2) Mitigation Plans – Detailed Design	\$4,710
3) Categorical Exclusion – CE Level 2	\$0

6. *Appendix D, Item A.4 is revised as follows:*

- 4. The amount of \$63,375 is an estimate of the cost the CONSULTANT will incur in providing right-of-way engineering services under Section I of Appendix "A". The final amount will be adjusted according to the actual

units of work performed; however, the final amount shall not exceed \$63,375 unless and until a supplemental agreement is executed.

7. *Appendix D, Item A.5 is revised as follows:*

5. The CONSULTANT will receive payment for the work performed under this Contract related to geotechnical services based on the specific cost per unit as shown in **Exhibits A and B**, attached hereto and incorporated herein. The final amount will be adjusted according to the actual units of work performed; however, the final amount shall not exceed \$109,450 unless and until a supplemental agreement is executed.

a) Geotechnical Engineering for Road Design	\$87,900
b) Geotechnical for Soldier Pile Walls	\$21,550

8. *Appendix D, Paragraph A.8 is added to read as follows:*

8. For construction phase services, the CONSULTANT will be compensated on a labor rate multiplier basis. The CONSULTANT will be paid for the actual hours of work performed by essential personnel exclusively working on these tasks at the direct wage and salary rates of each employee multiplied by 3.33, PLUS direct non-salary costs as approved by LPA. Direct non-salary costs shall be the actual out-of-pocket expenses of the CONSULTANT directly attributable to this Contract, such as fares, subsistence, mileage, equipment rentals, reproductions, approved subconsultant fees, etc. The fees for construction phase services will not exceed \$12,000 unless and until a supplemental agreement is executed.
9. CONSULTANT's total compensation under the Contract, Amendment 1 dated October 18, 2013, Amendment 2 dated January 23, 2015, and Amendment 3 dated August 5, 2016, is revised from \$862,000 to \$949,335, an increase of \$87,335.

- Remainder of this page intentionally left blank -

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

CONSULTANT:
American Structurepoint, Inc.

Approved

BY:

Cash E. Canfield
Cash E. Canfield, Executive Vice
President

LOCAL PUBLIC AGENCY:
Monroe County Board of
Commissioners

Approved

BY:

Julie Thomas, President

Lee Thomas, Vice President

Penny Githens, Commissioner

ATTEST:

Catherine Smith, Auditor

American Structurepoint, Inc.

Direct Labor		O/H Rate	DL	ECI	D/L, O/H	Fee	D/L, OH,	FCCM	Billing
\$	1.00	168.10%	& OH	0.00%	& ECI	15.00%	ECI & Fee	0.49%	Rate
	\$ 1.68	\$ 2.68	\$ -	\$ 2.68	\$ 0.40	\$ 3.08	\$ 0.00	\$ 3.09	
% Escalation of the Labor Rate									308.81%
Year of Indirect Cost Submission		2018							
Date of Certified Paid Hourly Rates		4/29/2019							

Labor Classification or Project Classification	Certified Hrly Pay	Escalation Rate	Audited Billing Rate	
Construction Inspector	\$ 27.30	308.81%	\$ 84.30	
Environmental Specialist	\$ 38.02	308.81%	\$ 117.41	
Interns and Co-ops	\$ 15.63	308.81%	\$ 48.27	
Landscape Architect	\$ 23.00	308.81%	\$ 71.03	
Principal	\$ 67.58	308.81%	\$ 208.69	
Project Engineer	\$ 38.58	308.81%	\$ 119.14	
Project Manager	\$ 62.82	308.81%	\$ 193.99	
Project Planner	\$ 38.00	308.81%	\$ 117.35	
Registered Land Surveyor	\$ 40.60	308.81%	\$ 125.37	
Researcher	\$ 29.20	308.81%	\$ 90.17	
Resident Project Representative	\$ 37.19	308.81%	\$ 114.84	
Senior Engineer	\$ 47.97	308.81%	\$ 148.13	
Senior Environmental Specialist	\$ 55.00	308.81%	\$ 169.84	
Senior Registered Land Surveyor	\$ 49.00	308.81%	\$ 151.31	
Senior Survey Crew Chief	\$ 46.25	308.81%	\$ 142.82	
Senior Technician	\$ 39.22	308.81%	\$ 121.11	
Staff Engineer	\$ 28.09	308.81%	\$ 86.74	
Staff Planner	\$ 20.00	308.81%	\$ 61.76	
Staff Scientist	\$ 23.32	308.81%	\$ 72.01	
Staff Surveyor	\$ 28.22	308.81%	\$ 87.14	
Survey Crew Chief	\$ 34.19	308.81%	\$ 105.58	
Survey Crew Member	\$ 21.84	308.81%	\$ 67.44	
Technician	\$ 21.82	308.81%	\$ 67.38	

Notes:

AMERICAN STRUCTUREPOINT, INC.

MAN-HOUR JUSTIFICATION

4/18/2019

PROJECT: Hunters Creek Road Phase 2 and 3 AI, Yellowstone, Monroe County, Indiana 2012.01477

DESCRIPTION: Prepare Additional Information Document for a CE 3

WORK CLASSIFICATION	ESTIMATED TIME						TOTAL
	Project Manager	Project Engineer	Sr. Env. Specialist	Environmental Specialist	Staff Scientist	Senior Technician	
Step 1 -- Develop Purpose and Need							
Project Kick-off Meeting	0	0	2	0	2	0	4
Determine Purpose and Need	0	0	0	0	0	0	0
Obtain/Notify Project Area Property Owners	0	0	0	0	0	0	0
Step 2 -- Alternative Analysis							
Identify/Evaluate Conceptual Alternatives	0	0	0	0	0	0	0
Step 3 -- Environmental Analysis							
Early Coordination w/ resource Agencies	0	0	2	0	8	0	10
Environmental Studies and Analysis	2	0	4	0	8	0	14
Section 108 Studies (Historical/Architectural)							0
Red Flag Investigation							0
Endangered Species			4		8		12
Karst Features							0
QA/QC Review	2						2
Step 4 -- Prepare Categorical Exclusion							
General Project Identification/Description/Design	4	0	6	0	14	0	24
Project Description/Preferred Alternative			1		2		3
Purpose and Need for Project			0		1		1
Other Alternatives Considered			0		0		0
Roadway Character			1		2		3
Design Criteria for Bridges			2		4		6
Maintenance of Traffic			1		2		3
Estimated Cost and Schedule			0		1		1
Right-of-Way			1		2		3
QA/QC Review	2						2
Identification/Evaluation of Impacts	8	0	17	0	45	0	70
Ecological Resources			2		4		6
Other Resources			1		2		3
Cultural Resources			1		2		3
Section 4(f)/Section 6(f) Resources			4		6		10
Air Quality Impacts			0		1		1
Noise Impacts			0		0		0
Community Impacts			4		16		20
Public Involvement			0		1		1
Hazardous Materials & Regulated Substances			0		1		1
Permits Required			1		2		3
Environmental Commitments			2		2		4
Early Coordination			2		4		6
QA/QC Review	2						2
Step 5 -- Assemble Categorical Exclusion							
Assemble Draft Document	0	0	2	0	8	0	10
Prepare Graphics	0	0	4	0	12	0	16
Compile Document per INDOT/FHWA Review	0	0	2	0	8	0	10
Coordinate Final Approval after Public Involvement	0	0	0	0	0	0	0
Commitment Summary Database Spreadsheet	0	0	1	0	2	0	3
Project Management/Client Coordination	0	0	2	0	4	0	6
Total Hours	14	0	42	0	111	0	167
Average Hourly Rate	\$ 193.99	\$ 119.14	\$ 189.04	\$ 117.41	\$ 72.01	\$ 121.11	
Direct Salary	\$ 2,715.86	\$ -	\$ 7,133.28	\$ -	\$ 7,993.11	\$ -	\$ 17,842.25
Direct Expenses							\$ -
Total Cost							\$ 17,842.25

Direct Expenses	Unit Cost	Unit	Quantity	Cost
Lodging				\$ -
Per Diem	\$ 15.00	person/day	0	\$ -
Mileage	\$ 0.54	Miles	0	\$ -
				\$ -
				\$ -
				\$ -
HazMat Database Report	\$ 350.00	Lump Sum	0	\$ -
				\$ -
Total				\$ -

2012.01477

AMERICAN STRUCTUREPOINT, INC.

MAN-HOUR JUSTIFICATION

4/16/2019

PROJECT: Hunters Creek Road Phase 2 and 3 AI, Yellowstone, Monroe County, Indiana 2012.01477

DESCRIPTION: Red Flag/Hazardous Materials Assessment Addendum

WORK CLASSIFICATION	Project Manager	Project Engineer	Sr. Env. Specialist	Environmental Specialist	Staff Scientist	Senior Technician	TOTAL
IPaC Evaluation/Coordination	0	0	0	2	4	0	6
Infrastructure Review	0	0	0	0	1	0	1
Environmental Review	0	0	0	0	1	0	1
Hydrology Review	0	0	0	0	1	0	1
IDEM VFC Review/Evaluation of Sites	0	0	1	0	2	0	3
Prepare Red Flag Report	0	0	1	2	8	0	11
Coordination with INDOT	0	0	0	2	4	0	6
Total Hours	0	0	2	6	21	0	29
Average Hourly Rate	\$ 193.99	\$ 119.14	\$ 169.84	\$ 117.41	\$ 72.01	\$ 121.11	
Direct Salary Cost	\$ -	\$ -	\$ 339.68	\$ 704.46	\$ 1,512.21	\$ -	\$ 2,556.35
Direct Expenses							\$ -
Total Cost							\$ 2,556.35

Direct Expenses	Unit Cost	Unit	Quantity	Cost
Lodging				\$ -
Per Diem	\$ 15.00	person/day	0	\$ -
Mileage	\$ 0.54	Miles	0	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total				\$ -

AMERICAN STRUCTUREPOINT, INC.

MAN-HOUR JUSTIFICATION

4/16/2018

PROJECT: Hunters Creek Road Phase 2 and 3 AI, Yellowstone, Monroe County, Indiana 2012.01477

DESCRIPTION: Wetland Delineation and Permitting

WORK CLASSIFICATION	Project Manager	Project Engineer	Sr. Env. Specialist	Environmental Specialist	Staff Scientist	Senior Technician	TOTAL
Conduct Field Investigation	0	0	12	0	12	0	24
Prepare Wetland Boundary Mapping/Exhibits	0	0	2	0	12	0	14
Prepare Delineation Report/ID Forms/Data Sheets	0	0	2	0	16	0	18
Coordinate Project with Regulatory Agencies	0	0	4	0	4	0	8
Prepare IDEM 401 (Ind)/404 (RGP) Applications	0	0	16	0	40	0	56
Total Hours	0	0	36	0	84	0	120
Average Hourly Rate	\$ 193.99	\$ 119.14	\$ 169.84	\$ 117.41	\$ 72.01	\$ 121.11	
Direct Salary Cost	\$ -	\$ -	\$ 8,114.24	\$ -	\$ 6,048.84	\$ -	\$ 12,163.08
Direct Expenses							\$ 138.00
Total Cost							\$ 12,301.08

Direct Expenses	Unit Cost	Unit	Quantity	Cost
Lodging				\$ -
Per Diem	\$ 15.00	person/day	2	\$ 30.00
Mileage	\$ 0.54	Miles	200	\$ 108.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total				\$ 138.00

AMERICAN STRUCTUREPOINT, INC.

MAN-HOUR JUSTIFICATION

4/16/2019

PROJECT: Hunters Creek Road Phase 2 and 3 At, Yellowstone, Monroe County, Indiana 2012.01477

DESCRIPTION: Section 106 Documentation and Coordination

WORK CLASSIFICATION	Project Manager	Project Engineer	Sr. Env. Specialist	Environmental Specialist	Staff Scientist	Senior Technician	TOTAL
Identify Consulting Parties	0	0	0	0	0	0	0
Coordinate Finding/Section 800.11 Documentation	0	0	2	0	2	0	4
Coordination with Consulting Parties	0	0	2	0	2	0	4
Total Hours	0	0	4	0	4	0	8
Average Hourly Rate	\$ 193.99	\$ 119.14	\$ 169.84	\$ 117.41	\$ 72.01	\$ 121.11	
Direct Salary Cost	\$ -	\$ -	\$ 679.36	\$ -	\$ 288.04	\$ -	\$ 967.40
Direct Expenses							\$ 5,742.04
Total Fee							\$ 6,709.44

Direct Expenses	Unit Cost	Unit	Quantity	Cost
Lodging				\$ -
Per Diem	\$ 15.00	person/day	0	\$ -
Mileage	\$ 0.64	Miles	0	\$ -
Section 106 Services (Pre-qualified Professional)	\$ 5,742.04	Lump Sum	1	\$ 5,742.04
				\$ -
				\$ -
Total				\$ 5,742.04

2012.01477

WEINTRAUT & ASSOCIATES, INC.

April 15, 2019

Josh Iddings
American Structurepoint
Shadeland Station
Indianapolis, Indiana

Re: 1297633: Hunters Creek, Monroe County, Indiana: Additional Information Memorandum

Dear Mr. Iddings:

I have reviewed the information sent that you sent via email, regarding the above-referenced project in Monroe County, Indiana on April 10, 2019.

Per your request, Weintraut & Associates is providing a proposal to identify and evaluate historic properties in accordance with Section 106, National Historic Preservation Act (NHPA) of 1966, as amended, and CFR Part 800 (Revised January 2001) and Final Rule on Revision of Current Regulations, dated December 12, 2000, and incorporating amendments effective August 5, 2004. Archeological investigations will be conducted in accordance and compliance with the Secretary of the Interior's "Standards and Guidelines for Archaeology and Historic Preservation" (48 FR 44716), the current version of the Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology's (IDNR, DHPA) "Guidebook: Indiana Historic Sites and Structures Inventory - Archaeological Sites", and recent amendments to the Indiana Historic Preservation Act (IC 14-21-1). The field work, laboratory analysis and preparation of the final report and recommendations will be accomplished or directly supervised by a qualified professional archaeologist meeting the standards set forth in 36 CFR 61 of the National Historic Preservation Act and 312-IAC-21 of the Indiana Administrative Code. All reports will be prepared in accordance with INDOT's *Cultural Resource Manual*.

For the purposes of this proposal, Weintraut & Associates (W&A) is assuming that the finding will remain **No Historic Properties Affected** and only a memorandum will need to be prepared.

This fee proposal for Structures assumes that there will be

- **No consultation;**
- **No dual review;**
- **No consulting party meetings;**
- **No National Register-eligible or listed properties;**

- No change to the finding of effect.

Tasks for structures will include the following:

1. Review all materials collected to date,
2. Conduct an aboveground reconnaissance,
3. Prepare a Short Historic Property Report AI or an AI Memorandum.

It is my understanding that American Structurepoint will provide the following documents to W&A:

1. Re-coordination letter;
2. Description of undertaking for insertion into report;
3. Notice of Survey;
4. Plans and Design Drawings as appropriate for insertion into the 800.11 documentation.

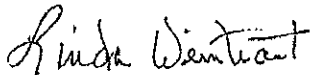
It is my understanding that Structurepoint will make all copies of memorandum and transmit them to the SHPO and consulting parties. Structurepoint will also publish any public notices.

Any work not stipulated above will be subject to a contract addendum or additional task order.

Please note that all professional staff meet or exceed the standards for conducting this work at both the federal and state levels.

Please feel free to call if you have questions. Thank you for the opportunity to submit this proposal.

Best regards,



Linda Weintraut, Ph.D.

Weintraut & Associates, Inc.									
PROJECT COST PROPOSAL: Structurepoint									
Hunters Creek AI									
AI Memorandum									
No Finding Document									
Monday, April 15, 2019									
WORK HOURS BY CLASSIFICATION									
ITEM	Principal	Archaeologist PI	Historian Senior	Staff Archaeologist	Historian	Senior Staff Archaeologist	Report Design	Planner/GIS Administrator	Total Hours
Project Setup & Mobilization	8	0	0	0	0	0	0	0	8
AI Reconnaissance & Memorandum									
Background research @ DHPA	0	0	0	0	0	0	0	0	0
Aboveground fieldwork (pre; field; post activates,	1	0	12	2	8	0	0	4	27
Research	0	0	0	0	4	0	0	0	4
Memo Preparation	2	0	12	0	8	0	2	2	26
									0
TOTAL HOURS	11	0	24	2	20	0	2	6	8
HOURLY RATES (Jan. 2019 INDOT hourly)	\$141.20	\$68.24	\$82.36	\$47.07	\$64.71	\$54.12	\$58.83	\$65.90	
COSTS PER CLASSIFICATION	\$1,553.20	\$0.00	\$1,976.64	\$94.14	\$1,294.20	\$0.00	\$117.66	\$395.40	\$5,431.24
DIRECT EXPENSES	number	rate	total						
Curation			\$ -						
Mileage	160	\$ 0.38	\$ 60.80						
Public Notice									
Per Diem	0	26	\$ -						
Lodging(2 night two persons @ 89.90 plus tax)	0	100	\$ -	SUMMARY:					
Radiocarbon Dating (0 samples)			\$ -	DIRECT HOURLY RATES					
Sub consultant specialists - 0			\$ -	\$5,431.24					
Trimble rental				DIRECT EXPENSES					
Misc. - mailings, photocopies,			\$ 250.00	\$310.80					
			\$ 310.80	TOTAL					
				\$5,742.04					

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

Project: Hunters Creek Road - Phase II Final Design

Description: Road Design

23-Aug-19

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Stage III Plans (95% complete)						
Adjust Plans for Previous Phase I Construction						
Typical Sections	0	0	1	1	2	4
Plat No. 1	0	0	0	2	2	4
Maintenance of Traffic	0	0	1	2	2	5
Plan and Profile Sheets	0	0	1	2	2	5
Superelevation Diagrams	0	0	1	1	2	4
Temporary Erosion Ctrl	0	0	1	2	2	5
Pavement Markings	0	0	1	2	2	5
Quantity Tables	0	0	1	2	4	7
Cross Sections	0	0	2	4	4	10
Revise Final Pavement Design on Plans	0	2	4	8	8	22
Final Plan and Profile Sheets	0	0	1	5	12	18
Public Road & Drives Approach Design	0	1	2	4	8	15
Approaches on Plans	0	0	0	6	4	10
Maintenance of Traffic Design	0	0	2	2	6	10
Finalize Drainage	0	0	2	8	0	10
Develop Structure Data Table	0	0	2	4	4	10
Finalize Cross Section Sheets	0	0	4	16	24	44
Final Quantity Computations	0	1	4	18	1	24
Coordinate Geotechnical Investigation	0	2	0	0	0	2
Review Geotechnical Report	0	2	4	0	0	6
Steepened Slope Details	0	2	4	4	2	12
Final Erosion Control Plans & Tables	0	0	0	8	2	10
Final Approach Design & Tables	0	0	2	6	4	12
Final Pipe Material Sheets	0	0	0	4	2	6
Final Sod & Riprap Tables	0	0	2	8	4	14
Final Design Computations Book	0	0	3	3	0	6
Final Environmental Permits Coordination	0	1	2	4	2	9
Check Final Quantities	0	2	8	0	2	12
Final Construction Cost Estimate	0	1	4	12	0	17
Develop Unique Special Provisions	0	2	8	0	0	10
Special Provisions Menu	0	2	4	0	0	6
Rule 5 Completed Application	0	0	4	8	0	12
Coordinate Rule 5 Notice of Intent	0	2	2	0	0	4
Submit Rule 5 Plans	0	2	2	2	1	7
Project Management	6	24	0	0	0	30
Submittal Packet for Stage III Plans	0	2	2	8	4	16
Final QC/QA Plans and Design	2	4	8	0	0	14
Submit Stage III Plans	0	0	1	2	2	5
Subtotal	8	52	90	158	114	422
Final Package / Tracings 100%						
Project Management	4	16	0	0	0	20
Submittal Packet for Final Package	0	2	4	8	0	14
Final QC/QA Plans and Design	2	4	16	2	0	24
Submit Final Package	0	0	2	2	0	4
Stage III Plan Revisions	0	2	2	6	0	10
Final Package Preparation	0	2	2	2	2	8
Subtotal	6	26	26	20	2	80
TOTAL HOURS	14	78	116	178	116	502
WEIGHTED HOURLY RATE	\$193.99	\$148.13	\$119.14	\$86.74	\$121.11	
DIRECT SALARY COST	\$2,715.86	\$11,554.14	\$13,820.24	\$15,439.72	\$14,048.76	\$57,578.72
DIRECT COSTS (See Next Page)						\$510.00
TOTAL FEE						\$58,088.72

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

Project: Hunters Creek Road - Phase II Final Design

Description: Road Design

23-Aug-19

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	

Direct Costs	Unit Cost	Quantity	Cost
Mileage	\$0.380	0	\$0.00
Shipping	LSUM	0	\$200.00
Meals	\$26.00	0	\$0.00
Lodging	\$89.00	0	\$0.00
Blueprints	\$1.50	200	\$300.00
Copies	\$0.10	100	\$10.00
Mylars	\$3.50	0	\$0.00
TOTAL =			\$510.00

AMERICAN STRUCTUREPOINT, INC.

MANHOOUR JUSTIFICATION

PROJECT: Hunters Creek Road Reconstruction
DESCRIPTION: Wall Plans/VE For Up to 4 locations

WORK CLASSIFICATION	Project Manager	Project Engineer	Design Engineer	Senior Technician	Technician	
90% Plan Submission						
Coordination with Roadway/VE Profile and Reinf. Slopes	2	8	2	8		20
Coordination with Geotechnical	2	10				12
Finalize Retaining Wall Layout	4	20	8	44		76
Finalize Retaining Wall Plan		16	2	8	36	62
Finalize Retaining Wall Elevation		16	2	20	12	80
Finalize Retaining Wall Sections		2	2	4	8	16
Final Quantity Computations		4	12	2		18
Final Construction Cost Estimate	1	4	10			15
Assist with Unique Special Provisions	1	1	2			4
Task Management	4					4
Submittal Packet for Stage III Plans	2		4			6
Final QC/QA Plans and Design	8	4		4		16
Submit Stage III Plans	2					2
Tracings Submission						
Revise Plans per Final Plan Review		4		4	8	
Construction Cost Estimate & Estimate of Quantities		4	8			
Level One documentation / Compile Submission Package		2	4			
Final QC/QA Check	2	6				
TOTAL HOURS	28	101	58	94	64	
AVERAGE HOURLY RATE	\$193.99	\$119.14	\$86.74	\$121.11	\$67.36	
SALARY COSTS	\$5,431.72	\$12,033.14	\$4,857.44	\$11,384.34	\$4,312.32	\$38,018.96
DIRECT COSTS (see below)						\$57.00
TOTAL FEE						\$38,075.96
DIRECT COSTS	UNIT COST	QUANTITY	COST			
Travel, (field checks, office reviews, public meetings, coordination meetings, etc.)	\$0.380	150	\$57.00			
Newspaper Announcements (Hearing, Rule 5, DNR, etc)	\$500.00					
Permit Fees	\$215.00					
Shipping (Overnight)	\$12.00					
Certified Letters	\$5.00					
Materials	\$3.50					
	TOTAL		\$57.00			

Fee Proposal	\$38,076
Less Current Contract Balance (\$17,528)	(\$17,528)
Supplemental Amount	\$20,548
Rounded Total	\$20,500

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

Project: Hunters Creek Road - Phase II Final Design

Description: Adjust Final Pavement Design

23-Aug-19

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Collect Input Data (Use Data from Initial Design)	0	0	0	0	0	0
Review Previous Approved Design	0	2	4	2	0	8
Run MEPDG Program - Pavement Design	0	0	12	0	0	12
QC/QA Design	0	0	12	0	0	12
Life Cycle Cost Analysis	0	2	8	0	0	10
Coordination with LPA	0	2	2	0	0	4
Subtotal						46
TOTAL HOURS	0	6	38	2	0	46
WEIGHTED HOURLY RATE	\$193.99	\$148.13	\$119.14	\$86.74	\$121.11	
DIRECT SALARY COST	\$0.00	\$888.78	\$4,527.32	\$173.48	\$0.00	\$5,589.58
DIRECT COSTS (See Below)						\$10.00
TOTAL FEE						\$5,599.58

Direct Costs	Unit Cost	Quantity	Cost
Mileage	\$0.380	0	\$0.00
Shipping	LSUM	0	\$0.00
Meals	\$26.00	0	\$0.00
Lodging	\$89.00	0	\$0.00
Blueprints	\$1.50	0	\$0.00
Copies	\$0.10	100	\$10.00
Mylars	\$3.50	0	\$0.00
TOTAL =			\$10.00

AMERICAN STRUCTUREPOINT, INC. MANHOOR JUSTIFICATION

Hunter Creek Road Phase II
 Project Description: Road Reconstruction
 Client Name: Monroe County
 DESCRIPTION: UTILITY COORDINATION

WORK CLASSIFICATION	ESTIMATED TIME					Construction RPR	TOTAL
	Project Manager	Project Engineer	Senior Technician	Technician			
Utility Coordination Services							
Prepare & distribute Initial Notices							0
Prepare & distribute existing plans for verification							0
Conduct Early Utility Coordination Meeting							0
Request Conflict Analysis							0
Attend Preliminary Field Check			5				5
Review construction plans for potential utility conflicts							0
Request Work Plans			1	1			2
Conduct Constructability Review			2				2
Review relocation drawings			2				2
Review written work plans			2				2
Constructability work plan review			2				2
Prepare Gantt Chart							0
Prepare Overall Relocation Plan			1				1
Review cost estimates			2				2
Prepare & process reimbursement agreements			2				2
Coordinate with Client to issue notice to proceed			2				2
Prepare Utility special provision			2				2
Prepare utility coordination certification			2				2
Attend Pre-Con			5				5
Relocation Tracking - Construction Coordination			8				8
TOTAL HOURS	0	0	38	1	0		39
AVERAGE HOURLY RATE	\$193.99	\$119.14	\$121.11	\$67.38	\$84.90		
SUBTOTAL	\$0.00	\$0.00	\$4,602.18	\$67.38	\$0.00		\$4,669.56
DIRECT COSTS (see below)							\$172.00
TOTAL FEE							\$4,841.56

DIRECT COSTS	UNIT COST	QUANTITY	COST
Travel, (field checks, office reviews, public meetings, coordination meetings, etc.)	\$0.380	400	\$152.00
Shipping (overnight)	\$12.00		\$0.00
Certified Letters	\$5.00		\$0.00
Materials	\$3.50		\$0.00
Copies (xerox)	\$0.20	100	\$20.00
		TOTAL	\$172.00

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

Project: Hunters Creek Road - Phase II Final Design

Description: Meetings

23-Aug-19

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Scope Meeting INDOT and LPA	4	4	0	0	0	8
Two Stakeholder Meetings (USFS)	0	8	8	0	0	16
Meeting Minutes from each meeting	0	3	9	0	0	12
Utility Coordination Mtg (Incl w/ UTL Coord)	0	0	0	0	0	0
Subtotal						36
TOTAL HOURS	4	15	17	0	0	36
WEIGHTED HOURLY RATE	\$193.99	\$148.13	\$119.14	\$86.74	\$121.11	
DIRECT SALARY COST	\$775.96	\$2,221.95	\$2,025.38	\$0.00	\$0.00	\$5,023.29
DIRECT COSTS (See Below)						\$254.60
TOTAL FEE						\$5,277.89

Direct Costs	Unit Cost	Quantity	Cost
Mileage	\$0.380	420	\$159.60
Shipping	L\$UM	0	\$0.00
Meals	\$26.00	0	\$0.00
Lodging	\$89.00	0	\$0.00
Blueprints	\$1.50	50	\$75.00
Copies	\$0.10	200	\$20.00
Mylars	\$3.50	0	\$0.00
TOTAL =			\$254.60

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

Project: Fullerton Pike

Description: Pre-Construction Meeting

23-Aug-19

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Prep for Precon Meeting	2	6	0	0	0	
Attend Preconstruction Meeting	4	4	0	0	0	
Subtotal						
TOTAL HOURS	6	10	0	0	0	16
WEIGHTED HOURLY RATE	\$193.99	\$148.13	\$119.14	\$86.74	\$121.11	
DIRECT SALARY COST	\$1,163.94	\$1,481.30	\$0.00	\$0.00	\$0.00	\$2,645.24
DIRECT COSTS (See Below)						\$57.00
TOTAL FEE						\$2,702.24

Direct Costs	Unit Cost	Quantity	Cost
Mileage	\$0.380	150	\$57.00
Shipping	LSUM	0	\$0.00
Meals	\$26.00	0	\$0.00
Lodging	\$89.00	0	\$0.00
Blueprints	\$1.50	0	\$0.00
Copies	\$0.10	0	\$0.00
MyIars	\$3.50	0	\$0.00
TOTAL =			\$57.00

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

Project: Hunters Creek Road - Phase II Final Design

Description: Construction Phase Services

23-Aug-19

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Shop Drawing Review	1	10	4	8	0	
Attend Progress Meetings (4)	4	16	0	0	0	
Clarifications and Interpretations	2	22	12	8	0	
Subtotal						
TOTAL HOURS	7	48	16	16	0	87
WEIGHTED HOURLY RATE	\$193.99	\$148.13	\$119.14	\$86.74	\$121.11	
DIRECT SALARY COST	\$1,357.93	\$7,110.24	\$1,906.24	\$1,387.84	\$0.00	\$11,762.25
DIRECT COSTS (See Below)						\$228.00
TOTAL FEE						\$11,990.25

Direct Costs	Unit Cost	Quantity	Cost
Mileage	\$0.380	600	\$228.00
Shipping	LSUM	0	\$0.00
Meals	\$26.00	0	\$0.00
Lodging	\$89.00	0	\$0.00
Blueprints	\$1.50	0	\$0.00
Copies	\$0.10	0	\$0.00
Mylars	\$3.50	0	\$0.00
TOTAL =			\$228.00

AMERICAN STRUCTUREPOINT, INC.

MANHOUR JUSTIFICATION

PROJECT: Hunters Creek Road Reconstruction

DESCRIPTION: Plans for Two Culverts

WORK CLASSIFICATION	Project Manager	Project Engineer	Design Engineer	Senior Technician	Technician	
401/404 Permit						
Coordination	4		12			
Plan Drawings			8	8		
90% Plan Submission						
Final General Plan		6		2	8	
Final Layout		6		2	8	
Quantity Calculations		8	16			
Cost Estimate		2	4			
Level One documentation		4	8			
Final QC/QA Check	2	6				
Tracings Submission						
Revise Plans per Final Plan Review				4	8	
Construction Cost Estimate & Estimate of Quantities		2	4			
Level One documentation / Compile Submission Package		2	4			
Final QC/QA Check	2	6				
TOTAL HOURS	8	42	56	16	24	
AVERAGE HOURLY RATE	\$193.99	\$119.14	\$86.74	\$121.11	\$67.38	
SALARY COSTS	\$1,551.92	\$5,003.88	\$4,867.44	\$1,937.76	\$1,617.12	\$14,968.12
DIRECT COSTS (see below)						\$57.00
TOTAL FEE						\$15,025.12
DIRECT COSTS	UNIT COST	QUANTITY	COST			
Travel, (field checks, office reviews, public meetings, coordination meetings, etc.)	\$0.380	150	\$57.00			
Newspaper Announcements (Hearing, Rule 5, DNR, etc)	\$500.00					
Permit Fees	\$215.00					
Shipping (Overnight)	\$12.00					
Certified Letters	\$5.00					
Materials	\$3.50					
		TOTAL	\$57.00			



K & S ENGINEERS, INC

161 Garstang Street Beech

Grove, IN 46107

Phone: (317)-781-1940 Fax: (317)-781-1942

www.kandsengineers.com

info@kandsengineers.com

July 16, 2019

K&S File No.: 190082

Mr. Brett Myers, P.E.
Production Manager
American Structurepoint
7260 Shadeland Station
Indianapolis, IN 46256

RE: Additional Geotechnical Engineering Investigation for Retaining Wall Sections
Hunter Creek Road Reconstruction
In Lawrence and Monroe County, Indiana
INDOT Project No. 1297633
INDOT Des. No. 1297633

Dear Mr. Myers,

K & S Engineers, Inc. is pleased to submit our proposal to perform additional geotechnical investigation for the above project. We propose sounding at a total of approximately six (6) retaining wall structure borings going to bedrock and then performing the rock coring approximately 15 feet deep and performing four (4) hand auger borings for the above referenced project. To access these borings, we feel that a truck mounted drill rig should suffice. The scope of our work includes locating and staking boring locations, notifying utilities and any affected property owners, and performing all required fieldwork and pavement cores. Our scope also includes performing all relevant laboratory testing and preparing geotechnical report and recommendations in accordance with INDOT Standards and Specifications. Our estimated cost for performing the geotechnical investigation will be \$21,550.00. K & S will not exceed this amount unless prior approval is obtained from you.

If there are any questions or comments, please do not hesitate to contact our office.

Sincerely,
K & S Engineers, Inc.

Srinivas Gone, P.E.
Sr. Geotechnical Engineer

INDOT Consultant Unit Prices. Appendix "D"

OEA 2018

Prepared By: K &S Engineers, Inc

Prepared For: American Structurepoint, Inc

Designation No.: 1297633

Project: Hunter Creek Road Reconstruction

County: Lawrence and Monroe

K&S File No.: 190082

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<u>GEOTECHNICAL FIELD</u>			
1. Mobilization and Field Coordination			
a. SPT Rig	1 ea	\$270.00	\$270.00
b. CPT	ea	\$450.00	
c. Field and utility coordination	1 LS	\$400.00	\$400.00
d. Field coordination with property owners			
i. 1 - 10	LS	\$320.00	
ii. 11 - 25	LS	\$510.00	
iii. Over 25	LS	\$710.00	
e. Mileage	140 mi	\$3.50	\$490.00
2. Truck mounted borings with split spoon sampling			
a. Standard	ft	\$19.00	
b. Night time	ft	\$22.42	
3. Truck mounted borings with drilling fluid			
a. Standard	ft	\$19.00	
b. Night time	ft	\$22.42	
4. Truck mounted core drilling			
a. Standard	120 ft	\$39.00	\$4,680.00
b. Night time	ft	\$46.02	
5. Truck mounted borings			
a. Truck mounted borings through bedrock or boulders or concrete pavement			
i. Standard	ft	\$39.00	
ii. Night time	ft	\$46.02	
7. Hand or truck soundings			
a. Standard	100 ft	\$12.50	\$1,250.00
b. Night time	ft	\$14.75	
8. Hand auger drilling			
a. Standard	40 ft	\$13.00	\$520.00
b. Night time	ft	\$15.34	
24. Set up for borings and machine soundings			

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
a. Borings and machine soundings less than 20 ft deep	ea	\$70.00	
b. Rock core borings	6 ea	\$120.00	\$720.00
25. Additional 2-in. split spoon sampling	ea	\$21.00	
26. 3-in. split spoon samples	ea	\$23.00	
27. 3-in. Shelby tube samples	ea	\$63.00	
32. Geotechnical engineer	8 hr	\$120.00	\$960.00
33. Railroad expenses	Actual Cost		
34. Twenty-four hour water levels			
a. Field measurements per borehole			
i. Standard	ea	\$38.00	
ii. Night time	ea	\$44.84	
b. PVC slotted pipe	ft	\$6.00	
35. Special borehole backfilling			
a. 0 to 30 ft			
i. SPT			
a. Standard	6 ea	\$110.00	\$660.00
b. Night time	ea	\$129.80	
ii. CPT			
a. Standard	ea	\$46.00	
b. Night time	ea	\$54.28	
c. Pavement restoration			
i. Standard	ea	\$60.00	
ii. Night time	ea	\$70.80	
36. Dozer rental	Actual Cost		
37. Traffic control			
a. Flag crew	day	\$750.00	
b. Equipment Rental and professional traffic services	Actual Cost		
c. Flag crew with equipment	4 day	\$850.00	\$3,400.00
d. Traffic Coordination with Subcontractor	LS	\$600.00	
38. Centerline surveying	Actual Cost		
	Subtotal (Geotechnical Field)		\$13,350.00
<u>GEOTECHNICAL LABORATORY</u>			
39. Sieve analysis for soils	ea	\$49.00	
40. Hydrometer analysis	ea	\$58.00	
41. Sieve analysis for Aggregates			
a. Analysis by Washing (AASHTO T-11)	ea	\$77.00	
b. Analysis by Using (AASHTO T-27)	ea	\$135.00	
42. Liquid limit	ea	\$39.00	
43. Plastic limit & plasticity index	ea	\$28.00	

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
44. Liquid Limit Ratio	ea	\$75.00	
45. pH test	ea	\$15.50	
46. Loss on Ignition Test			
a. Loss on Ignition Test (Conventional)	ea	\$24.00	
b. Loss on Ignition Test (Sequential)	ea	\$52.00	
c. Organic content based on Clorimeter	ea	\$24.00	
47. Topsoil Tests			
a. Phosphorus tests	ea	\$21.00	
b. Potassium tests	ea	\$21.00	
48. Moisture Content Test			
a. Moisture Content Test (Conventional)	ea	\$6.75	
b. Moisture Content Test (Microwave)	ea	\$8.20	
49. Expansion Index of Soils	ea	\$235.00	
50. Specific Gravity Test	ea	\$36.00	
51. Unit weight determination	ea	\$17.50	
52. Hydraulic Conductivity Test			
a. Constant Head	ea	\$236.00	
b. Falling Head	ea	\$285.00	
53. Unconfined Compression Test on soils & Rocks			
a. Unconfined Compression Test (Soils)	ea	\$45.00	
b. Remolding of soil samples with chemical admixtures in chemical soil modification/stabilization (3 samples is equal to 1 unit)	ea	\$115.00	
c. Point Load Strength Index of Rock	ea	\$43.00	
54. Compressive Strength and Elastic Modull of Intact Rock			
a. Compressive Strength of Intact Rock	20 ea	\$110.00	\$2,200.00
b. Elastic Modull of Intact Rock	ea	\$430.00	
55. Consolidation Test	ea	\$450.00	
56. Triaxial test			
a. Unconsolidated - Undrained (UU)	ea	\$350.00	
b. Consolidated - Undrained (CU)	ea	\$520.00	
c. Consolidated - Drained (CD)	ea	\$725.00	
d. Pore Pressure measurement with a. or b. and use of back pressure for saturation	ea	\$250.00	
57. Direct Shear Test	ea	\$530.00	
58. Moisture-Density Relationship Test			
a. Standard Proctor	ea	\$140.00	
b. Modified Proctor	ea	\$155.00	
59. Soil Support Testing			

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
a. California Bearing Ratio Test	ea	\$525.00	
b. Subgrade Resilient Modulus on remoulded soils	ea	\$620.00	
c. Resilient modulus on Shelby tube	ea	\$400.00	
60 Collapse Potential Evaluation Test			
a. Silty Soil (Loess)	ea	\$380.00	
b. Cohesive or Expansive Soils	ea	\$450.00	
61 Water Soluble Sulfate Test	ea	\$105.00	
62 Water Soluble Chloride Test	ea	\$105.00	
63 Soil Resistivity Test	ea	\$135.00	
64 Shale Durability Tests			
a. Slake Durability Index Test	ea	\$125.00	
b. Jar Slake Test	ea	\$13.25	
Subtotal (Geotechnical Laboratory)			\$2,200.00

GEOTECHNICAL ENGINEERING

65 Geotechnical Report			
a. Without soil subgrade investigation			
i. First mile	1 LS	\$1,800.00	\$1,800.00
ii. Each additional mile	mi	\$750.00	
b. With soil subgrade investigation			
i. First mile	LS	\$2,000.00	
ii. Each additional mile	mi	\$850.00	
c. Soil subgrade investigation (only)			
i. First mile	LS	\$650.00	
ii. Each additional mile	mi	\$400.00	
68 Ground modification design	ea	\$1,500.00	
69 Slope stability analysis			
a. C, ϕ or C & ϕ analysis	ea	\$800.00	
b. Corrective measures	ea	\$800.00	
c. Stage construction corrective method	ea	\$1,400.00	
70 Bridge foundation analysis and recommendations			
a. Shallow foundation	ea	\$500.00	
b. Deep foundation			
i. Deep foundation analyses	ea	\$875.00	
ii. Wave equation analyses	ea	\$335.00	
iii. Liquefaction analysis	ea	\$270.00	
iv. Group - 3D analysis	ea	\$430.00	
c. Settlement analysis for bridge pier foundation			
i. Bridge pier	ea	\$400.00	
ii. Embankment plus pier	ea	\$440.00	

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
iii. Embankment plus pier plus all other loads	ea	\$510.00	
d. Foundation on bedrock	ea	\$380.00	
71 Retaining structure analysis recommendations			
a. Conventional retaining structures and other types such as MSE Walls and Bin walls			
i. Shallow foundation	ea	\$880.00	
ii. Deep foundation	ea	\$1,160.00	
iii. Settlement analysis for retaining wall foundation	ea	\$380.00	
b. Pile retaining structure analysis and recommendations			
i. Free standing structure	4 ea	\$1,050.00	\$4,200.00
ii. Retaining structure with tie-back system	ea	\$1,500.00	
c. Drilled-in-pier retaining structure analysis			
i. Free standing structure	ea	\$1,050.00	
ii. Retaining structure with tie-back system	ea	\$1,500.00	
d. Soil nailing wall analysis	ea	\$1,000.00	
72 Seepage analysis	ea	\$1,450.00	
73 Deep dynamic compaction analysis	ea	\$1,450.00	
Subtotal (Geotechnical Engineering)			\$6,000.00

Summary of Fees

Geotechnical Field	\$13,350.00
Geotechnical Laboratory	\$2,200.00
Geotechnical Engineering	\$6,000.00
Geotechnical Project Management	
Pavement Investigation	
Estimated Total	\$21,550.00

Hunters Creek Road Reconstruction, Monroe County									
Proposed Fee Schedule Dated: 8/23/2019 Final Fees for ROW Engineering									
Parcel	Owner	Tax ID Numbers	Appraisal Type WVVFIS/LF	Abstracting/Engineering					
				Title Work	Title Updates	Plats, Legals	Staking	APA's	Subtotal Abstracting & Engineering
1	Raley, Brandon Clay & Tammy Baker	47-02-01-200-017.000-008	Value Finding	300.00	-	1,650.00	500.00	200.00	2,950.00
2	Baker, Michael E Jr	47-02-01-200-003.000-008 47-02-01-100-005.000-008 53-13-31-300-003.000-010	Short Form	600.00	-	1,650.00	500.00	200.00	3,250.00
3	Fleelwood, Roy Theodore & Barbara S.	53-13-36-400-003.000-010	Waiver	300.00	-	1,950.00	500.00	200.00	2,950.00
4	Wampler, Marilyn E	53-13-36-400-001.000-010 47-02-01-100-006.000-008 53-13-32-200-003.000-010 53-13-29-300-001.000-010	Short Form	300.00	-	1,650.00	500.00	200.00	2,950.00
5	Murphy, Wesley C & Carmelela S. E	53-13-36-400-005.000-010 47-02-01-100-007.000-008 53-13-31-300-002.000-010	Value Finding	600.00	-	1,950.00	500.00	200.00	3,250.00
6	Adkins, Jerry D	53-13-36-400-002.000-010	Value Finding	300.00	-	1,950.00	500.00	200.00	2,950.00
7	Hubbard, Michael L & Denise	53-13-31-300-001.000-010 53-13-31-200-001.000-010	Short Form	300.00	-	1,950.00	500.00	200.00	2,950.00
8	Henderson Creek LLC	53-13-31-100-008.000-010	Value Finding	300.00	-	1,950.00	500.00	200.00	2,950.00
9	Saints Church	53-13-32-200-006.000-010 53-13-32-200-005.000-010 53-13-32-100-003.001-010	Waiver	300.00	-	1,650.00	500.00	200.00	2,950.00
10	Sovern, Roger & Patricia A	53-13-32-200-008.000-010	Value Finding	300.00	-	1,950.00	500.00	200.00	2,950.00
11	Axson, Kerry Dean & Ladora R	53-13-29-200-005.000-010	Short Form	300.00	-	1,950.00	500.00	200.00	2,950.00
12	United States of America	47-02-01-200-002.000-008 53-13-36-300-004.000-010 53-13-36-400-006.000-010 53-13-31-200-002.000-010 53-13-31-100-009.000-010 53-13-31-100-004.000-010 53-13-31-100-005.000-010 53-13-31-100-006.000-010 53-13-32-200-009.000-010 53-13-29-200-006.000-010 53-13-29-200-003.000-010 53-13-20-300-006.000-010 53-13-20-400-004.000-010 53-13-20-300-003.000-010 53-13-20-400-003.000-010 53-13-20-100-001.000-010	Short Form	1,200.00	-	16,800.00	1,000.00	-	19,000.00
13	Wampler, Marilyn E	53-13-36-400-001.000-010 53-13-29-300-001.000-010 53-13-32-200-003.000-010	Short Form	300.00	-	1,950.00	2,975.00	200.00	5,425.00
14	Wampler et ux, Marilyn E	53-00-60-088-001.000-010	Value Finding	300.00	-	1,950.00	500.00	200.00	2,950.00
15	Brinegar et al	53-13-32-200-008.000-010	Waiver	300.00	-	1,950.00	500.00	200.00	2,950.00
Contingency in case of soil-offs or unforeseen issues									-
Final Billed R/W Engineering Services:				6,000.00	-	44,100.00	10,475.00	2,800.00	63,375.00
Original Agreement:				3,000.00	1,250.00	19,500.00	5,000.00	2,000.00	30,750.00
Amendment No. 2:				7,500.00	750.00	26,550.00	3,000.00	1,200.00	39,000.00
Amendment No. 4:				(4,500.00)	(2,000.00)	(1,950.00)	2,475.00	(400.00)	(6,375.00)
Revised Contract Control:				6,000.00	-	44,100.00	10,475.00	2,800.00	63,375.00

* Note: Includes Fee for R/W Staking Proposal Submitted 6/21/2018. Approved 6/26/2018

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 9/18/2019

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

Agreement between the Monroe County Board of Commissioners and Abram-Moss Design Group, LLC

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: Stormwater

Fund Number 1197

Amount: \$8,500.00

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 agreement is for the engineering services for the Fairway Lane and Bloomington Country Club Drainage Swale. The agreement was approved at the Stormwater Board on September 12, 2019.

Person Presenting: Lisa Ridge

Department: Highway

Attorney who reviewed: David Schilling

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

Submitted by: Lisa Ridge

Date: September 13, 2019

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

Office e-mail: Commissionersoffice@co.monroe.in.us



ENGINEERING PROPOSAL/AGREEMENT

To: Terry Quillman, MS4 Coordinator
Monroe County Highway Department
501 North Morton Street, Suite 216
Bloomington, Indiana 47404

From: Chelsea Moss, PE
Abram-Moss Design Group, LLC
9215 West Mallory Road
Bloomington, Indiana 47404

Date: August 22, 2019

Project: Fairway Lane & Bloomington Country Club Drainage Swale -- Bloomington, IN

Abram-Moss Design Group, LLC (AMDG) is pleased to offer our proposal for the design of a new drainage swale to address flooding/drainage concerns along Fairway Lane and the Bloomington Country Club properties in Monroe County, Indiana. Following is a summary of the scope of services included with this proposal:

Scope of Services -- Drainage Design

1. Provide a full site design to include selective site demolition, drainage improvements, and grading for compliance with the *Monroe County Stormwater Management Ordinance (Chapter 761)*. The design shall meet the following objectives, provided by the Monroe County MS4 Coordinator:
 - o Q_{100} shall remain below the lowest FF of the adjacent dwelling units
 - o Q_{25} shall not overtop South Rogers Street
2. Conduct hydraulic analysis and design calculations using HEC-RAS software. Stream Stats will be used for required flow data. The primary analyses will include:
 - o Existing culvert crossing at Fairway Lane and South Rogers Street
 - o New drainage swale along south property line of the Bloomington Country Club
3. Coordinate with the Monroe County Highway Department and affected property owners on site design elements.
4. All construction plans will be produced in ".dwg" AutoCAD format. Electronic ".pdf" copies of all plans and specifications will be provided. Plans shall include:
 - o Selective demolition and erosion control plan
 - o Overall drainage improvement plan
 - o Proposed swale cross-sections and centerline profile
 - o Associated improvement details

Scope of Services – Permitting & Construction Administration

1. Prepare and submit required applications and notices for permitting. At this time, Rule 5 NOI and local grading permit are the only anticipated permits for the project. If additional permitting is required, this will be considered additional services.
2. Act as the Owner's advocate for the site improvement work during construction by answering contractor questions, interpreting construction documents, and reviewing submittal information
3. Organize and attend construction meetings, including pre-construction meeting, progress meetings, and punch-list walk-throughs

Scope of Services – Surveying

The following survey work will be performed by Deckard Land Surveying, LLC.

1. Survey of the project area will collect the following attributes:
 - o Cross-sections of existing/proposed swale area at sufficient detail for HEC-RAS analysis and design
 - o Public utility locations (per coordination with underground location service)
 - o Finished floor elevations of dwellings adjacent to the project area
2. Prepare drainage easement exhibits for project area and parcels adjacent to the project area along Fairway Lane (anticipate total of five properties).

Design Approach

We propose five sequential phases for the site design: Data Collection, Schematic Design, Design Documents, Construction Documents, and Construction Administration.

Data Collection (DC): The survey is the primary component of the DC Phase. At the same time, we will conduct a desktop survey of available data for the site from USGS, Indiana DNR, public maps, deeds, ordinances, and owner data. The project engineer will also conduct a field assessment of the existing site conditions. This phase will take 1 week to complete.

Engineering Analysis (EA): During the EA Phase, we will develop and calibrate the hydraulic model of the existing site. We will also analyze the performance of the existing culvert crossing. These initial analyses will provide the basis for the design concept. A summary of the findings will be provided to the MS4 coordinator at the completion of the EA Phase. This phase will take 1-2 weeks to complete.

Design Documents (DD): Once an option is selected, we will have a Pre-Design meeting with Monroe County Planning Department to outline the proposed improvements and initiate their review process. During the DD phase, we will refine the site design and make any requested modifications to the schematic. Additional details and design analysis will be completed to prepare the DD plan set. The DD plans will be submitted to the County MS4 Coordinator, Monroe County Planning Department, and all affected utility providers for review and comment. This phase will take 1-2 weeks to complete.

Construction Documents (CD): After receipt of all comments and modification requests, the CD phase will finalize the site design. Final deliverable from this phase is a construction-ready plan set. The CD Phase will take 1 week to complete.

Construction Administration (CA): We will act as the Owner's advocate for the site improvement work during construction by answering contractor questions, interpreting construction documents, and assisting with final product, material, and color selections.

Professional Fees

AMDG proposes to perform the civil engineering site design work described above for the following fixed fees:

• Drainage Design	\$5,500
• Permitting & Construction Administration	\$1,500
• Survey*	\$2,500

Total Proposed Services \$8,500

**Survey fee includes preparation of easement exhibits for 5 properties. Unit price for additional properties is \$250/each.*

The following items are not included in the proposed fees and will be billed as reimbursable expenses:

1. Any permit and/or application fees (local, state, etc.).
2. Postage and publication fees for required permits, applications, or notices.

Our engineering work in this proposal does not include the following services:

1. Hydrologic analysis of drainage area
2. Full topographic survey of design area
3. Design of utility relocations
4. Environmental or geotechnical investigations (would be performed by sub-consultant)
5. Construction layout services (would be performed by sub-consultant)
6. Wetland or stream mitigation design

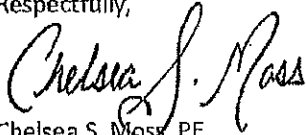
These items will be considered additional services and will be quoted separately if required during the course of the project.

Engineering work not described above will be considered additional services. Additional services will not be performed without first receiving written direction. Additional services will be invoiced at the hourly rates indicated below. These rates are to be in effect for one calendar year from the date of this proposal.

- Drafting/Design: \$85/hr
- PE Review: \$135/hr

Thank you for the opportunity to work with you on this project.

Respectfully,



Chelsea S. Moss, PE
President

AUTHORIZATION TO PROCEED

Date of Acceptance: _____

Signature: _____

Name/Title: _____

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 9/18/2019

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

Agreement between the Monroe County Board of Commissioners and Abram-Moss Design Group, LLC

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: Stormwater

Fund Number: 1197

Amount: \$15,000.00

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 agreement is for the engineering services for the Rhorer Road Drainage Analysis and Preliminary Design. The agreement was approved at the Stormwater Board on September 12, 2019.

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: Lisa Ridge

Date: September 13, 2019

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

Office e-mail: Commissionersoffice@co.monroe.in.us



9215 West Mallory Road
Bloomington, Indiana 47404
812-955-0539
info@abram-moss.com

ENGINEERING PROPOSAL/AGREEMENT

To: Terry Quillman, MS4 Coordinator
Monroe County Highway Department
501 North Morton Street, Suite 216
Bloomington, Indiana 47404

From: Chelsea Moss, PE
Abram-Moss Design Group, LLC
9215 West Mallory Road
Bloomington, Indiana 47404

Date: September 3, 2019

Project: Rhorer Road Drainage Analysis & Preliminary Design – Bloomington, IN

Abram-Moss Design Group, LLC (AMDG) is pleased to offer our proposal for the analysis and preliminary design of drainage improvements to address flooding/drainage concerns near the intersection of East Rhorer Road and South Nimit Drive. Following is a summary of the scope of services included with this proposal:

Scope of Services – Drainage Analysis & Preliminary Design

1. Conduct hydrologic analysis of existing drainage basin, and analyze performance of existing storm inlets, storm lines, culverts, and swales between the "End of Project" for the Fullerton Pike Corridor Reconstruction Phase 1 (approximately 225 feet east of South Walnut Street Pike) and the existing 48" culvert northwest of South Manowar Court.
2. Identify areas of concern where analysis indicates flooding or surcharges in excess of allowable limits based on the *Monroe County Stormwater Management Ordinance (Chapter 761)* and *INDOT Design Manual*.
3. Prepare preliminary design of drainage improvements to address each area of concern. Preliminary design shall include the type of improvement and any applicable size, capacity, or general material information.
4. Provide a Schematic Level construction cost estimate for proposed improvements using RSMeans cost data.
5. Coordinate with the Monroe County Highway Department and affected property owners on site design elements.
6. Prepare maps, exhibits, and report of analysis and preliminary design elements. Two hard copies and a PDF copy of all deliverables will be provided.

Scope of Services – Surveying

The following survey work will be performed by Deckard Land Surveying, LLC.

1. Survey of the project area will collect the following attributes:
 - o Topographic layout of the project area between the "End of Project" for the Fullerton Pike Corridor Reconstruction Phase 1 (approximately 225 feet east of South Walnut Street Pike) and the existing 48" culvert northwest of South Manowar Court
 - o Public utility locations (per coordination with underground location service)
 - o Finished floor elevations of dwellings adjacent to the project area

Design Approach

We propose six sequential phases for the site design: Data Collection, Engineering Analysis, Schematic Design, Design Documents, Construction Documents, and Construction Administration. The first three phases are included with this proposal as follows:

Data Collection (DC): The survey is the primary component of the DC Phase. At the same time, we will conduct a desktop survey of available data for the site from USGS, public maps, deeds, ordinances, and owner data. The project engineer will also conduct a field assessment of the existing site conditions. This phase will take 3 weeks to complete.

Engineering Analysis (EA): During the EA Phase, we will develop and calibrate the drainage model of the existing site. We will analyze the performance of the existing storm lines and swales. These initial analyses will provide the basis for the design concept. Based on this analysis, areas of concern will be identified and compared to the reported issues (as provided by the MS4 Coordinator). A summary of the findings will be provided to the MS4 coordinator at the completion of the EA Phase. This phase will take 1-2 weeks to complete.

Schematic Design (SD): Once the areas of concern have been confirmed, drainage improvements will be identified for each. For the SD, general attributes for each improvement will be identified and located/labeled on an overall map/plan. The SD exhibits and a summary report will be provided to the MS4 Coordinator as the final deliverable. This phase will take 2-3 weeks to complete.

Professional Fees

AMDG proposes to perform the civil engineering site design work described above for the following fixed fees:

- Drainage Analysis & Preliminary Design \$7,000
- Survey \$8,000

Total Proposed Services \$15,000

The following items are not included in the proposed fees and will be billed as reimbursable expenses:

1. Any permit and/or application fees (local, state, etc.).
2. Postage and publication fees for required permits, applications, or notices.

Our engineering work in this proposal does not include the following services:

1. Design of major utility relocations
2. Development of construction documents (drawings/specifications)*
3. Preparation of right-of-way acquisition exhibits*
4. Construction administration services*
5. Environmental or geotechnical investigations (would be performed by sub-consultant)
6. Construction layout services (would be performed by sub-consultant)
7. Wetland or stream mitigation design

These items will be considered additional services and will be quoted separately if required during the course of the project.

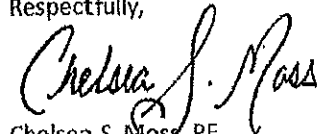
** Upon completion of the Engineering Analysis, AMDG will provide a separate proposal for these additional services, based on the identified improvements.*

Engineering work not described above will be considered additional services. Additional services will not be performed without first receiving written direction. Additional services will be invoiced at the hourly rates indicated below. These rates are to be in effect for one calendar year from the date of this proposal.

- Drafting/Design: \$85/hr
- PE Review: \$135/hr

Thank you for the opportunity to work with you on this project.

Respectfully,



Chelsea S. Moss, PE
President

AUTHORIZATION TO PROCEED

Date of Acceptance: _____

Signature: _____

Name/Title: _____

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 9/18/2019

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

Agreement between the Monroe County Board of Commissioners and Shrewsberry

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: Stormwater

Fund Number 1197

Amount: \$336,000.00

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 agreement is for the engineering services for the Baby Creek Road project. Due to the requirements of the project having and raising the elevation certain criteria needs to be met for the project such as, roadway transition lengths and widths, culvert lengths, additional meetings and submittals.

The agreement was approved at the Stormwater Board on September 12, 2019.

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: Lisa Ridge

Date: September 13, 2019

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

Office e-mail: Commissionersoffice@co.monroe.in.us



ATTACHMENT "A"

September 3, 2019

ATTN: Lisa Ridge, Public Works Director
Monroe County Public Works
501 N. Morton St, Suite 216
Bloomington, IN 47404

**RE: Baby Creek Road Small Structures Replacement
Design Services – Additional Services**

Dear Ms. Ridge:

Shrewsberry appreciates the opportunity to provide detailed design and associated services for the Baby Creek Small Structure Replacement. This letter requests a formal amendment to the services.

PROJECT UNDERSTANDING

There are five structures that need to be replaced; four on Baby Creek Road and one on Brock Road. Shrewsberry is under contract to provide design, bidding, construction administration, permitting, and land acquisition (LA) services. Current work is approximately 60% complete with the design phase and services after design include permitting, right of way land acquisition services, bidding, and construction administrative services to follow.

Due to various changes to roadway cross section at the culvert replacement additional services were performed. The following additional services were incurred during the early design phases.

- Adjusted roadway transition lengths and widths
- Adjusted culvert length to match width
- Additional meetings to discuss design direction
- Additional design iterations and submittals
- Additional QAQC costs

FEE

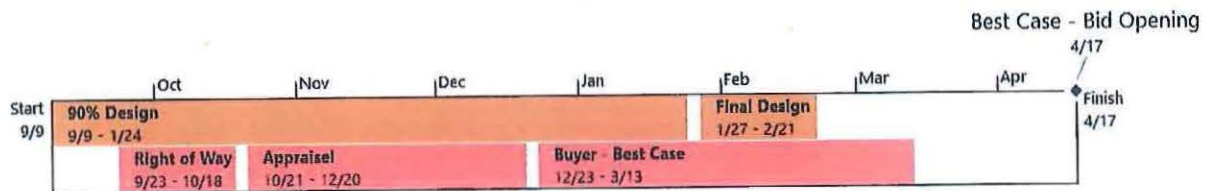
Due to additional services noted above that have been performed to date, \$40,000 is requested for this amendment.

Original Contract \$296,000 + \$40,000 amendment = \$336,000



SCHEDULE

The following represents a tentative time line based on resuming with design on 9/9. The goal would be to have the project bid ready in summer 2020.



**Bid opening based on 45 days after final design for bidding.*

Should you have any questions or comments, please don't hesitate to contact us. Thank you for the opportunity to submit this proposal, and we look forward to working with you on this and future projects.

Sincerely,

A handwritten signature in blue ink, reading 'Sam E. Robertson'.

Sam Robertson, P.E., CFM
Senior Project Manager
Shrewsberry & Associates, LLC