



**MONROE COUNTY BOARD OF COMMISSIONERS' AGENDA  
MONROE COUNTY COURTHOUSE  
JUDGE NAT U. HILL III MEETING ROOM  
BLOOMINGTON, INDIANA  
SEPTEMBER 25, 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 18, 2019**
- V. APPROVAL OF CLAIMS DOCKET**
  - **ACCOUNTS PAYABLE – SEPTEMBER 18, 2019**
  - **PAYROLL – SEPTEMBER 27, 2019**
- VI. REPORTS**
  - **TREASURER – AUGUST 2019**
  - **TRAFFIC/ROAD UPDATE**

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**VII. NEW BUSINESS**

- A. MOVE TO APPROVE: AGREEMENT WITH FEDERAL SIGNAL TO UPGRADE TORNADO SOFTWARE. 18**  
**FUND NAME: COUNTY GENERAL FUND NUMBER: 1000-35050-0361**  
**AMOUNT: \$4,021.50**  
Executive Summary: The current computer and software housed at Bloomington Police Department is obsolete. Tech Services will purchase computer and Emergency Management will upgrade the software. Included in this agreement is a 1 year warranty of our Federal Sirens, a cloud-base connection program to monitor the tornado sirens from up to 5 devices, and accurate weather message application for emergency management use.  
**Allison Moore, Emergency Management**
- B. MOVE TO APPROVE: ORDINANCE 2019-35; AMEND MONROE COUNTY CODE CHAPTER 266-17. 32**  
**FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A**  
Executive Summary: This ordinance amendment will remove the notary requirement on the Annual Certification form in Chapter 266-17.  
**Brianne Gregory, Internal Control Auditor**
- C. MOVE TO APPROVE: NEW ANNUAL DISCLOURE FORM AND SECTION 266-17 ANNUAL CERIFICATION FORM. 42**  
**FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A**  
Executive Summary: Internal Control Oversight Committee reviewed MC annual requirements and found the county was not compliant with its own policy. To correct this non-compliance the forms and process was reorganized and simplified.  
**Brianne Gregory, Internal Control Auditor**
- D. MOVE TO APPROVE: FIRST APPRASIAL GROUP AGREEMENT REGARDING THE LEDGE WALL PROJECT. 54**  
**FUND NAME: 2016 GO BOND B FUND NUMBER: 4808 AMOUNT: \$5,250**  
Executive Summary: This agreement is for appraisal services for valuing the Quarry property.  
**Jeff Cockerill, Attorney**
- E. MOVE TO APPROVE: RATIFY BUILDING ASSOCIATES AGREEMENT REGARDING THE YSB EXPANSION PROJECT. 70**  
**FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A**  
Executive Summary: The contract dated November 30, 2018 with Building Associates, Inc. contained provisions that were not reflective of the Request for Bids or the Accepted Bid. This amendment resolves those inaccuracies. No change to project cost.  
**Angie Purdie, Commissioners' Administrator**

- F. MOVE TO APPROVE: MOTHER NATURE LAWN AND MAINTENANCE AGREEMENT FOR MONROE COUNTY GOVERNMENT BUILDINGS. 73**  
**FUND NAME: COUNTY GENERAL FUND NUMBER: 1000-0068**  
**AMOUNT: \$5,000 - \$16,000**  
 Executive Summary: This agreement provides for the maintenance and care of the flowerbeds, small trees, and Live wall of the downtown MCG buildings.  
**Angie Purdie, Commissioners' Administrator**
- G. MOVE TO APPROVE: MOTHER NATURE AGREEMENT TO REFRESH COURTHOUSE STAIRCASE LANDSCAPE. 75**  
**FUND NAME: COUNTY GENERAL FUND NUMBER: 1000-0068**  
**AMOUNT: \$8,780**  
 Executive Summary: This agreement will provide for removal of the plants, repair beds, and installation of new plants and mulch.  
**Angie Purdie, Commissioners' Administrator**
- H. MOVE TO APPROVE: AWARD BID TO MILESTONE CONTRACTORS FOR THE CHERRY LANE STORMWATER PROJECT. 77**  
**FUND NAME: STORMWATER FUND NUMBER: 1197 AMOUNT: \$235,000**  
 Executive Summary: Bids were advertised and opened at a public meeting on September 18, 2019. Three bids were opened and read. We would like to award Milestone Contractor the bid as they were the lowest, most responsive bidder.  
**Lisa Ridge, Highway Director**
- I. MOVE TO APPROVE: CHANGE ORDER #4 FOR HUNTERS CREEK ROAD PROJECT PH I. 88**  
**FUND NAME: LOCAL ROAD AND STREET FUND NUMBER: 1169**  
**AMOUNT: -7,816.16**  
 Executive Summary: The Hunters Creek Road PH I is completed. This change order is for over and under run items for the project.  
**Lisa Ridge, Highway Director**
- J. MOVE TO APPROVE: VS ENGINEERING, INC AGREEMENT FOR KARST FARM GREENWAY. 93**  
**FUND NAME: NEXT LEVEL TRAILS FUND NUMBER: 9107**  
**AMOUNT: \$17,000**  
 Executive Summary: Engineering services for the fourth bridge on the Karst Farm Greenway expansion project to Ellettsville. The county cash match was transferred from Bond 4811 to Fund 9107 per State Board of Accounts recommendation. (IDNR-Outdoor Division, Next Level Trails grant. \$2,337,710 Grant award + \$431,000 County cash match = \$2,768,710)  
**Lisa Ridge, Highway Director**

**VIII. APPOINTMENTS**

**IX. ANNOUNCEMENTS**

**X. ADJOURNMENT**

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





**MINUTES  
MONROE COUNTY BOARD OF COMMISSIONERS'  
SEPTEMBER 18, 2019  
NAT U HILL III MEETING ROOM  
COURTHOUSE  
BLOOMINGTON, IN**

The Monroe County Commissioners met in a regular meeting on September 18, 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; Cathy Smith, Auditor; and Anita Freeman, Deputy Auditor.

**I. CALL TO ORDER**

The meeting was called to order by Thomas

**II. COMMISSIONERS' PUBLIC STATEMENT**

Statement read by Jones

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

My name is **Kevin Weinberg**. I am here to follow up on Professor Segigel's comments last week about our organization Indiana Against E-Carceration and the work that we are doing. I've been helping Professor Segigel research electronically monitored home detention. I work for CATS and I help lead a poetry class in the jail but of course I'm speaking on my own behalf this morning. To quickly reiterate what the professor said last week we're really excited about the county's public engagement process around criminal justice and are concerned that if a new jail is not god willing constructed we'll be drawn in to a nationwide trend to expand electronic monitoring. This is something we've seen in counties all across the country. In Indiana electronic monitoring expanded three fold in the last decade and it's something that is happening rapidly and we think it's not the solution, it's a very attractive one. We're especially concerned about pre-trial electronic monitoring which is people who have been accused of a crime and then placed in their home with an ankle bracelet. The State Supreme Court ruling that goes into effect 2020 will make cash bail illegal and I think leaders in Monroe County don't fully understand the fiduciary vs legislative and what power you really have. Leaders in Monroe

County have a chance to make a progressive choice and to push to let people out on their own recognizance. So to explain a little more for the folks back at home, which is something I love when people say so it's fun. So the way the court system decides who can be release while awaiting trial or who ends up on electronic monitoring is thru a risk assessment algorithm which kind of sounds scientific or objective, it's kind of like their back door for the racism classism's that exist elsewhere. They way among other things the frequency of someone's exposure over a life time to police which is just inevitably going to happen more in working class neighborhoods and communities of color. So it ends up punishing the people who are already the most vulnerable. It's not an objective system for determining anything. Electronic monitoring another reason that it's not a good solution is that in practice it places a huge economic burden on the people who end up on home detention. In Monroe County it costs up to \$540 a month to be on electronic monitoring, which is about as high as it gets in the state, although it's a little more costly in Marion County sometimes. It has a myriad of other problems too which we describe in detail on our web site [www.notbetterthanjail.org](http://www.notbetterthanjail.org) which I suggest that people check out. So yeah letting people out on their own recognizance in contrast allows people to stay connected to a network of support while being able to continue provide for their family and for themselves. In general prioritizing supporting marginalized people rather than punishing them is something Monroe County is already doing, you can see the Opioid Summit next week and I think it's really important and I'll just really quick plug our event October 13<sup>th</sup>, 3:30pm at New Leaf New Life there will be a panel discussion with some people who have been on home detention and we invite everyone here to attend. Thank you so much.

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

- **SEPTEMBER 11, 2019**

**Motion carried by voice vote.**

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

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

Jones made motion to approve. Githens seconded.

(Miller) Total for Accounts Payable - \$1,315,827.80

- \$215,208.56 - Anthem BC/BS Claims & Fees
- \$159,000.00 - Convention Center Loan Payment
- \$431,000.00 – Fund to Fund Transfer –
  - Fund 4811 - 2018 GO Bond to Fund 9107- Next Level Trails

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

#### **VI. REPORTS**

- **TRAFFIC/ROAD UPDATE**

- Highland Village Subdivision paving to be completed this Friday.
- Liberty Drive – paving begins Friday, September 20<sup>th</sup>, 23<sup>rd</sup> and 24<sup>th</sup>.
- Old ST Rd 37 South, from St Rd 37 to Chumley Road- paving will begin September 25<sup>th</sup> through October 2<sup>nd</sup>.
- Fullerton Pike PH III meeting will be September 26 at 6:30pm in the Batchelor Middle School cafeteria. Public encouraged to attend.



(Jones) I would like to say that Jonathan Drive looks better than it ever has.

(Ridge) All those projects there are a part of the Community Crossing Matching Grant projects. It was funded 50% locally and 50% from the State.

## **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.**

Thomas opens the Public Hearing.

(Cockerill) The following item is an ordinance 2019-34, which is part of this. This has been a 6-8 month long process for the county so far. Earlier this year for each Van Buren and Bloomington Township the Commissioners enacted resolutions outlining what was required in order for this ordinance to come to the County Commissioners for review. All those requirements have been met. There were public meetings for people to learn about what's going on. There was a time period where people could contact the county and say 'this is a bad idea' and there were requirements of petitions for certain areas of the county. And all those have been accomplished. The current ordinance we did make a couple changes that I would like to point out before the public hearing and that we added a final 'Whereas' clause that states this ordinance adds the un-incorporate areas of Van Buren and Bloomington Township to the Monroe Fire Protection District for the purposes of IC 36-4-37, that is the annexation portion of the code. And that we also clarified that the change in the district board would occur on January 1, 2021 when the actual two townships will enter the Fire Protection District as members.

So those are two changes to the ordinance and this is required by state statute that a public hearing occur before you address the issue.

(Thomas) Did we receive any remonstrations at the Auditor's Office?

(Cockerill) Last I checked, which was last week, we had not and they have not indicated since then that we have. I'm pretty confident in saying we have not received any remonstrations at all. We certainly did not receive any within the allotted time limit.

(Cathy Smith) I was just going to say we did not. In fact we had many many people over the amount that we need and it was clearly something that was really supported by all the townships involved.

(Cockerill) I believe when she says more than we needed, she's talking about the petition portion of it not the remonstrations portion.

(Thomas) The support petition, thank you for the clarification Mr. Cockerill.





The other one that I see is this issue of annexation. It occurs to me that areas that get annexed into the city where residents would rather have service from the city than from a fire district can be problematic in the future. Also, I see there are possibilities for the need for the fire district to service areas of industrial development west of Bloomington. That will be difficult for them to do without substantial investments in equipment in the future. That burden would then be placed upon county residents rather than the more capable city residents that have the capacity and the infrastructure in place to deal with that already. So those are two kinds of things that I think will be problematic in the future that we'll have to watch out for. But generally I support this notion of consolidating these fire districts. I would go so far as to say the entire county ought to have a single emergency response capability. Thank you very much.

[illegible]

(Thomas) Thank you. Is there anyone else here to speak in favor of the fire district additions? Is there anyone here who wishes to speak in opposition? Seeing none, is there any comments from the board?

(Githens) I had just a couple of things that I'd like Mr. Cockerill to clarify. Could you tell us who appoints the members of Board of Trustees for the Fire Protection District and how long their terms are?

(Cockerill) The Commissioners appoint the members of the board. They are a four year term but they're staggered. I don't want to go out there and say when you add the extra two that they would automatically receive that full four year terms. But after that first cycle they would all be on a four year term basis.

(Githens) I also want to echo what Commissioner Jones said. There was tremendous support of all the meetings we went to and that both Rita Barrow and Kim Alexander did an exceptional job in getting information out to their constituents and it made a difference.

(Thomas) I do appreciate the leadership of the townships. I really appreciate the work that's been done by the fire districts to ensure that there is a smooth transition, to ensure that everything is in place for an efficient incorporation. We really appreciate Chief Dillard and the staff and all the fire fighters who do such a great job for us everywhere in the county.

Legally we could have as the Board of Commissioners gone forward and just made the unincorporated parts of Monroe County part of a fire district. But we choose a very deliberate path to do so where we are going to each township and each township actually comes to us and says yes we want to be a part of it. And going through that remonstrance process to ensure that the residents really want this. Rather than it's something that we acknowledge that we see the efficiencies, the cost savings, we see all of that but we really wanted to make sure that it's something that the residents wanted and clearly this is something that we've seen, as you noted Commissioner Jones, the residents really wanted. We appreciate everyone's time and attention for this. Sometimes a slow deliberate process makes sense and I think this one of them.

**(2) MOVE TO APPROVE: ORDINANCE 2019-34; REGARDING THE ADDITION OF THE UNINCORPORATED AREAS OF VAN BUREN & BLOOMINGTON TOWNSHIP INTO THE MONROE FIRE PROTECTION DISTRICT.**

**FUND NAME: N/A**

**FUND NUMBER: N/A**

**AMOUNT: N/A**

Jones made motion to approve. Githens seconded.

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

**B. MOVE TO APPROVE: HARTMAN AND WILLIAMS AGREEMENT FOR ACCOUNTING SERVICES.**

**FUND NAME: GENERAL**

**FUND NUMBER: 1000**

**AMOUNT: \$140,000**

Jones made a motion to approve. Githens seconded.

(Smith) I think Jeff is going to speak about it.

(Cockerill) As we've discussed and I think as you all are aware of we are having additional reporting requirements which are based on a fundamentally different style of accounting than the county is used to. This agreement is really a three year agreement with four reports involved. They will do an initial report for 2018 and 2019 and that will be done early next year according to the state guidelines. Then there is an additional two years of work after that to



also use those reports on those reporting guidelines. The important thing that I felt when we were in discussions with it really for the first year they're going to build the model and year two & three they're going to train as well as accomplish the task. Year four all of our staff and all of employees should have a really good understanding of what this change is, what it means and how it works. This is a fairly costly agreement but if we don't get this work done it's also pretty extreme actions that we would not be able to do.

(Smith) The one thing that I was really concerned with is other large areas had hired contractors to help them with their accounting and when those reports went to the State Board of Accounts they failed there. And so I'll introduce Mike Williams. He used to run the State Board of Accounts and his partner ran it as well, they ran it under two different governors but I'll let him speak to, well I tell you, I think he was the best choice of everyone but I'll let him tell you a little bit about himself.

As she said I'm **Mike Williams**. One of the partners with Hartman-Williams. The other partner is Bruce Hartman and he finished up being state examiner about five years ago and become my partner in providing governmental services area the State of Indiana for various governmental units. Our model is to try to utilize former State Board of Accounts folks where possible. Right now I know we've got, Bruce and I, which we have a combined 66 years of experience with the board of accounts. We both took early retirement and went into CPA firm business and we've got other staff that have all worked for the board of accounts. Without this going and converting your financial statements to GAAP (Generally Accepted Accounting Principles) to accrual financial statements you would not be able to bond after June 30, 2020. So we need to get working on it very soon because we've got to show comparative statements between 2018 and 2019. We've got to go back to the first of the year to get your accruals at that point your accruals here at the end of the year work on 2018 so that we can provide that with the 2019 information. It's a big undertaking, the law and this State Examiners directives say any county that has a population of 100,000 or more must do this along with cities that are 75,000. And it even reaches to school corporations. Our office is in Bloomfield about 25 miles away. My previous time at the board of accounts I walked the hallways here in the Courthouse many years ago. I am familiar with the system you have here.

(Githens) Do we actually need an outside firm to compile information on our capital assets?

(Smith) No we do not. We just prepared a new set of rules, Angie and our department worked together, Bri Gregory our Internal Auditor is presenting that. We have done that ourselves and we're almost finished and that has to be finished before they begin their work if you ratify this contract and it'll be done by the end of this month. It is not part of this contract.

(Thomas) I just want to point out for the public that the first year of this contract is \$140,000, the second and third year still have to have Council appropriation. I also want to point out that this is yet another unfunded mandate from the State of Indiana a total of \$405,000 which is just shocking to me that they do this to us and to the taxpayers but it is what it is. The law is place and we need to comply.



(Cockerill) I'd just like to make two more comments. We got proposal from several vendors. Two things that stood out to me when we were going through this process on the selection is that \$405,000 is a not to exceed amount, not an estimate. We got a lot of estimates but this was the only one that I saw that was a due not exceed amount which was important. The other thing when the principles at this used to work for the State Board of Accounts they did this work for the counties. This was an item was accomplished back in time by the State Board of Accounts and now we've got to figure out how to do it locally. I think that experience was one of the things that we really took into account in the choice of vendor.

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

**C. MOVE TO APPROVE: COMMUNITY CORRECTIONS FISCAL YEAR 2019 ANNUAL REPORT.**

**FUND NAME: N/A**

**FUND NUMBER: N/A**

**AMOUNT: N/A**

Jones made motion to approve. Githens seconded.

(Tom Rhodes) This is my last annual report to the Commissioners. I've been here 30 years and will be retiring January 3. I'd like to introduce you to the next Community Corrections Director, Becca Streit. She has been with our department for several years and has been responsible in getting our Pre Trial Program up and running. I'm very confident in her abilities that Community Corrections will continue to be a fantastic program here in Monroe County. It's kind of sad looking back but we've accomplished a whole lot down thru the years. We started out with about \$250,000 grant money to get things going. Peggy Welch was the first Community Corrections Director and I'm the second Community Corrections Director and we've been around for 36 years. There is stability that has been there and I've been telling Becca she needs to here for 30 years and we'll continue.

I'm reporting on the fiscal year 2019. We receive from the DOC \$1,292,897, that's a million dollars more than what we received when we started out 30 years ago. The Department of Correction has been very helpful in making sure our program continued. We have developed many programs, we're very innovative, we have 4 problem solving courts; drug, veterans, mental health, and re-entry courts. We bring people back from prison early and we also have the last two program audits by the state we were rated as the top program in score out of 92 counties, which I'm very proud of our staff and what we been accomplishing down thru the years. Some rough numbers for you; Pre-Trial we received during the fiscal year 1291 cases and Post-Conviction 1661 cases that we supervised during the year. We've had some changes in the last couple of years, we no longer have road crew, except for Little 500, and that's still something we have to look at year in and year out. Our numbers have been going down on Little 500 so I'm hoping that the students are getting smarter and staying out of trouble. One thing that I want to emphasize is we have field officers that are on call 24/7 responding to any electronic monitoring alerts. We have had to replace 8 field officers during the year because their pay level is not very high for what we expect out of them. I've encouraged our advisor board to look into to being able to pay these individuals a little bit more so that we can have stability with our field staff. I've mentioned to the advisory board at our last meeting that Judge Todd said years ago that Community Correction basically was operating another jail out on the streets, but now I can tell you looking at it we are operating prison population on the streets. That means public safety has got to be our number one priority. We have been able to respond quickly if somebody violates home detention with any time during the day or night



there is a Judge on call ready to find probable cause to issue a warrant to put that individual into the jail and keep the community safe.

Our programs operate evidence based practices we're very innovative in treatments and interventions. We've seen people change. In 30 years I've seen grandparents then their children and now unfortunately grandchildren. We are trying to bring about changes that we do the interventions that's going to cut that off. We want people to be successful.

That is basically my report and I wish the Commissioners the best and the best for Community Corrections into the future.

(Thomas) Thank you. Congratulations on your retirement appreciate your service.

(Jones) I think one thing that Mr. Rhodes is really quite famous for is spending every penny of every of any grant that he gets. I don't quite know how he accomplishes that but it's been very impressive. Yes, I do agree that we need to look into the situation with the field officers that's something that's going to be very important. Thank you.

(Rhodes) By the way, we did spend out the grant to the penny last year.

(Githens) I just applaud you for your length of service and your dedication to Monroe County. Thank you.

(Rhodes) Thank you.

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

**D. MOVE TO APPROVE: ORDINANCE 2019-25; SOUTHERN MEADOWS REZONE.**

**FUND NAME: N/A**

**FUND NUMBER: N/A**

**AMOUNT: N/A**

Jones made motion to approve. Githens seconded.

(Drew Myers) I have a slide show to give you background information on this petition. It is petition number 1906-REZ05 – The Southern Meadows Rezone. The petitioner requests to rezone approximately 39.01 acres from Planned Unit Development (PUD), Estate Residential 1 and Single Dwelling Residential – 3.5/Pro 6 all to Medium Density Residential. The property is located between South Rogers Street and South College Drive near Gordon Pike. The current parcel zoning of the PUD was originally from the overlap of the South Crest Mobile Home Manor and it was originally part of a Type A Subdivision with the South Crest Mobile Home Manor. You can see on this map that PUD to the north is that portion. The map here is a little bit off that portion is a lot smaller in real life. The parcel zoning layer here is a little bit off. The rest of the parcel is the RS 3.5/Pro 6 and then the RE1 section is in the North West corner which is also all flood plain. The petition site is designated as MCUA Mixed Residential by the comprehensive plan and is also residential as well in PH II. Site conditions here it's fairly flat with some rolling hills type landscape it all drains into Clear Creek which is to the North West and flows South West.

Here is a slope map to show you the percentages of slopes and also the flood plain on the property. There are no steep slopes that are greater than 15% on the property. The petitioner submitted rezone request with the respective portions of the acreage that are petitioned to be rezoned. Staff worked with the petitioner to select the Medium Density Residential zone in



Chapter 802 because it is very similar to the predominate zone in this area which is RS 3.5. There is very minimal differences in the design standards and lot sizes between these two zones. The RS 3.5 zone and the RE1 zone are Bloomington Fringe Zones. Typically we encourage rezoning out of those fringe zones into the Chapter 802 zones which incorporates the Medium Density Residential. Here I have some site photos the top left is a pictometry image of the entire site. The bottom right is kind of an entrance off of South Rogers Street. You can kind of see the gate thru there. These are pictures on the other side of the entrance so it kind a residential area and if you go thru that tree line you come out into this view of the northern section of the property. That tree line in the back ground on the picture on the right is the border between South Crest Mobile Home Manor. This is back on the other side where you come in thru that gate it's just a pan of left to right of the site. You can tell on these rolling hills type of landscape from the photographs. I'm just going to go thru a couple more photographs here too. This is on the other side by the residential areas just a pan of more of the property. Then looking north and you can see that tree line there that's the border line of the South Crest Mobile Home Manor. This image here is also in your packet it talks about how the design standards between the RS 3.5 zone and the MR zone are very similar. We discussed during the work session there was just a very tiny difference between the lot sizes, I think it was .01 is the difference between these zoning districts. Here is the petitioners' letter just requesting that it all be rezoned to MR. Originally it was petitioned just to have the PUD portions rezoned but at the Plan Review Committee meeting it was suggested that they rezone it entirely because the PUD portion is very small and they wanted to get rid of some split zoning and just move out of that fringe zone into the Chapter 802 zones.

The Plan Commission gave this petition a positive recommendation on August 20, 2019 with a vote of 6-1 and that one vote against we feel that was mainly due to the adjoin petition for this property which is a preliminary plat for a major subdivision. There was a lot of discussion about that petition for the rezone petition and we tried to hone it back in onto the rezone, but there still was some discussion on that and that I believe is where the opposition came from. Staff recommended approval of this rezone as well.

(Jones) I guess this is probably inevitable but to me it's just very sad to see such prime farm land crammed full of houses.

(Githens) Again I'm trying to learn things so if I ask questions that you think are obvious I apologize. In the Medium Density Residential district it says that we're trying to encourage development where public services exist. So are those public services just sewer and water or do they extend beyond that?

(Myers) I believe when it talks about public services it does include water and other infrastructure like that. Also public services could include public transportation and those kinds of things in the area as well as road infrastructure. So being on Gordon Pike I do know there are some bus stops in that area. I'm not completely confident about whether or not the site on septic or sewer right now, I know there is sewer in the area but I don't know how close or what the intentions of the development is.

(Githens) What kind of rates of traffic are expected to impact both South Rogers and South College Drive once it's fully developed?

(Myers) I am not sure about that because that would be more of a question that would be geared more towards the preliminary plat of the development petition. I know that as of right now there is one spot of entrance of the property and that is off of South College Drive. The petitioner is in works of acquiring a second point of entry off of South Rogers, but I am unsure of the status of that agreement. If it helps to understand the petition for the major subdivision I think is approximately 100 lots. That number has fluctuated during the planning review and the discussion with the petitioner as well so I can't confidently say what it is at this time.

(Thomas) So that is the next step after this, this is just a rezone. The petitioner could invoke the current zoning on this lot so it's not so that's why we're stuck with this unfortunate situation. I will also point out that either way they would have to have sewer to proceed with the subdivision of this density.

(Myers) That is correct yes. And it should be said to that the petition for the preliminary plat is being pushed thru and reviewed as if this rezone was not going to happen. So all the materials that the Planning office has seen and the discussion has been built around has just been talking about the zoning right now is RS 3.5. They could go forward with that if they wanted to.

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

**Motion carried by voice vote.**

**E. MOVE TO APPROVE: RATIFICATION OF VET ENVIRONMENTAL ENGINEERS, LLC AGREEMENT.**

**FUND NAME: GENERAL**

**FUND NUMBER: 1000**

**AMOUNT: NOT TO**

**EXCEED \$5,383**

Jones made motion to approve. Githens seconded.

(Purdie) This is the ratification of an agreement with VET Environmental Engineers to do an assessment of the Courthouse building in its entirety. This is Indiana and the change of the seasons however we've had a lot of complaints of sneezing and itchy eyes. There's been concerns in other departments about whether or not if it's damp or something of that nature. You guys actually choose to be proactive and to bring them in and have them do an assessment of our building.

(Githens) I hope we get some answers soon.

(Jones) Yes, there has been quite a bit of sneezing.

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



**F. MOVE TO APPROVE: RATIFICATION OF CARDNO AGREEMENT FOR MITIGATION SERVICES FOR THE CEDAR FORD BRIDGE.**

**FUND NAME: CUMULATIVE BRIDGE FUND NUMBER: 1135 AMOUNT: \$123,500**

Jones made motion to approve. Githens seconded.

(Ridge) So this was originally approved at the September 4<sup>th</sup> meeting however it was not broke down into the years. INDEM requires the ten year mitigation monitoring. If it ceases per their recommendation then we won't be billed for the remaining years. However when it was broke down by the years the consultant realized they had a typo in it so it was \$123,500.

(Thomas) So this will replace the previous agreement with the corrected amount. The addendums haven't changed just the total.

(Ridge) Yes.

(Githens) I need to know what weed whipping is.

(Ridge) Pardon me?

(Githens) What is weed whipping?

(Ridge) I don't know.

(Thomas) Its weed whacking.

(Jones) Its weed eating.

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

**G. MOVE TO APPROVE: AMERICAN STRUCTUREPOINT, INC AMENDMENT #4 FOR HUNTERS CREEK ROAD PH II & III.**

**FUND NAME: LOCAL ROAD AND STREET FUND NUMBER: 1169 AMOUNT: \$87,335**

Jones made motion to approve. Githens seconded.

(Ridge) Hunters Creek Road has been on the books for a few years. Ph I is just now being completed and closing out. PH II & III have been joined together as one project with INDOT and going to be constructed in one year. So we're finishing up the final design and permit renewals for both PH I & II for construction in fiscal year 2021.

(Githens) I'm confused about why it's PH II & PH III in one part of it and then its PH I & II in another part is it because they combined it?

(Ridge) It was one project in the beginning when the project was originated. It's such a long corridor it was broken into different. We purchased the right-of-way for the entire corridor. The right-of-way phase is completed. Then it was broke down by PH I and then broken down into PH II & III. It was basically for funding on INDOT's side and us providing a local match. PH II & III were submitted separately in two different INDOT call for projects however they reached

out to us in February and asked us if we could do the local match they would combine it into one project.

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

**H. MOVE TO APPROVE: ABRAM-MOSS DESIGN GROUP, LLC**

**FUND NAME: STORMWATER**

**FUND NUMBER: 1197**

**AMOUNT: \$8,500**

Jones made motion to approve. Githens seconded.

(Ridge) This agreement is for engineering services for the Fairway Lane and Bloomington County Club drainage swale. Terry has been working with the property owners down there and trying to make some improvements. We had done a project down there a few years ago and it still seems to have some issues. The agreement was approved by the Stormwater Board on September 12<sup>th</sup>.

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

**I. MOVE TO APPROVE: ABRAM-MOSS DESIGN GROUP, LLC**

**FUND NAME: STORMWATER**

**FUND NAME: 1197**

**AMOUNT: \$15,000**

Jones made motion to approve. Githens seconded.

(Ridge) This agreement is also for engineering services for a Rhorer Rd drainage analysis and preliminary design. The agreement was approved by the Stormwater Board September 12<sup>th</sup>.

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

**J. MOVE TO APPROVE: SHREWSBERRY AGREEMENT.**

**FUND NAME: STORMWATER**

**FUND NAME: 1197**

**AMOUNT: \$336,000**

Jones made motion to approve. Githens seconded.

(Ridge) I would like to correct that, that was the original amount and this is an amendment for that and it's only \$40,000. The original agreement for the Baby Creek Rd project was \$336,000. This is just a \$40,000 amendment to that.

(Thomas) So this should be an amended agreement.

(Ridge) It is.

(Jones) I amend the motion to make this an amended agreement of \$40,000.

**All in favor of the amended motion.**

(Ridge) We started this project a couple of years ago with this company. Due to the requirements of the project raising the elevation to certain criteria needs to be met for the project it required the additional \$40,000 amendment to the contract to fit the transition lengths and widths, the culvert lengths, additional meetings we plan to have and submittals. It was also approved by the Stormwater Board September 12<sup>th</sup>.

(Thomas) I will say that it's great that this project is moving forward. I know it's been a problematic area for quite some time. I'm very excited to see this getting done as I know the area residents are as well.

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

## **VIII. APPOINTMENTS**

- **NONE**

## **IX. ANNOUNCEMENTS**

- Buskirk Chumley Theater and Monroe County Opioid Advisory Commission will be hosting a free screening of Beautiful Boy, Monday, September 23, 2019 at 6pm.
- Third Annual South Central Indiana Summit will be held Tuesday, September 24, 2019 from 7:30am to 6:00pm at the Monroe County Convention Center, 302 S College Ave. For tickets and registration go to [www.co.monroe.in.us](http://www.co.monroe.in.us)
- Fullerton Pike PH III public meeting will be held in the Batchelor Middle School Cafeteria on Thursday, September 26<sup>th</sup> at 6:30 pm. Public is encouraged to attend and offer input as there will be two options will be presented for the next phase of the project.
- Accepting applications for all boards and commissions.
- Next Commissioners' Meeting: September 25, 2019, at 10am in the Nat U Hill meeting room, 3<sup>rd</sup> floor of the Courthouse.

## **X. ADJOURNMENT**



The minutes of the 18, 2019 Board of Commissioners' meeting were approved on September 25, 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

## COUNTY TREASURER'S MONTHLY REPORT

Required by IC 36-2-10-16 and IC 5-13

Month ending

August

2019 MONROE COUNTY

## CHARGES:

1 Total Taxes Collected (Not Received to Ledger or Refunded).....	\$ 3,400,861.43
2 Advance Collection of Taxes.....	2,476.99
3 Bank, Building and Loan and Credit Union.....	0.00
4 Barrett Law Collections.....	0.00
5 Cash Change Fund.....	1,000.00
6 Conservancy District Collections.....	0.00
7 Demand Fees.....	0.00
8 Dog Tax.....	0.00
9 Drainage Assessments.....	0.00
10 Excess Tax Collections.....	0.00
11 Gross Income Tax on Real Estate.....	0.00
Wheel & Surtax.....	283,879.34
12 Vehicle license Excise Tax.....	3,438,053.80
13 Sewage Collections.....	0.00
14 Tax Sale Costs.....	0.00
15 Aircraft License Excise Tax.....	1,439.10
16 Auto Rental Excise Tax.....	148,321.39
17 Watercraft Title and Registration Fees (Boat Excise Tax).....	75,534.11
18 Lotto Excise Tax Cut.....	954,987.18
19.....	0.00
20.....	
21 Total Balances of all Ledger Accounts - Cash.....	75,171,865.84
22 Total Balances of all Ledger Accounts - Investments.....	0.00
23 Total Charges.....	\$ 83,478,419.18

## CREDITS:

24 Depository Balance as Shown by Daily Balance of Cash and Depositories Record (List in Detail on Reverse Side).....	\$ 63,731,187.74
25 Investments as Shown by Daily Balance of Cash and Depositories Record Column 12, Line 41.....	\$ 19,746,231.44
26 Total Cash on Hand at Close of Month:	
Currency.....	\$ 900.00
Coins.....	100.00
Checks, Money Orders, etc.....	0.00
Total.....	\$ 1,000.00
27.....	
28.....	
29.....	
30 Total.....	\$ 83,478,419.18
31 Cash Short (add).....	0.00
32 Cash Long (Deduct).....	0.00
33 Proof.....	\$ 83,478,419.18 \$ 83,478,419.18
34 Balance in all Depositories Per Daily Balance Record (Line 24 Above).....	\$ 63,731,187.74
35 Outstanding Warrant-Checks (Detail by Depositories on Reverse Side).....	(678,100.13)
36 Balance in all Depositories Per Bank Statements (Detail on Reverse Side).....	\$ 65,798,296.28
37 Deposits in Transit (Detail on Reverse Side).....	(1,389,008.41)
38 Proof.....	\$ 65,798,296.28 \$ 65,798,296.28

## ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH:

(a) Cash Change Fund Advanced by County.....	\$ 1,000.00
(b) Receipts Deposited in Depositories.....	
(c) Uncollected Items on Hand (List on Reverse Side).....	
(d) Total (Must Agree With Line 26 Above).....	\$ 1,000.00

State of Indiana, Monroe County: SS: I, the undersigned treasurer of the aforesaid County and State hereby certify that the foregoing report is true and correct to the best of my knowledge and belief.

Dated this 15th day of September 2019

*Jessica McEllan*  
County Treasurer

Note: Prepare in quadruplicate, retain one copy and give three copies to the County Auditor.

Original (White) -To be filed with County Auditor for Board of Finance.  
Duplicate (Blue) -To be filed with County Auditor for Board of Commissioners.  
Triplicate (Pink) -To be filed with County Auditor for transmission to State Board of Accounts.  
Quadruplicate (Canary) -To be retained by County Treasurer.

**FILED**

SEP 13 2019

*Catherine Smith*



## STATEMENT OF DEPOSITORY BALANCES AT CLOSE OF MONTH

Aug-19

deposits+outstanding+BB balance=CB bal come back to cashbook balance

COUNTY TREASURER'S

Required by IC 36-2-10-16  
and IC 5-13

MONROE COUNTY

Month ending

August 31, 2019

Name and Location of Depository	Balance Per Bank Statements	Deposits in Transit	Outstanding Warrant-Checks	Balance Per Daily Balance Cash & Depositories	
001 - FFB Operating 1242	\$5,934,962.13	(\$1,188,376.30)	(\$668,113.23)	\$4,078,472.60	
002 - FFB Payroll 3328	\$0.00	\$7,220.62	(\$9,986.90)	(\$2,766.28)	
003 - FFB Sweep 6040	\$638.31	(\$0.88)	\$0.00	\$637.43	
004 - FFB PERF 5596	\$126,824.30	(\$129,976.52)	\$0.00	(\$3,152.22)	
005 - FFB Credit Card 5324	\$56,655.33	\$8.70	\$0.00	\$56,664.03	
006 - FFB General 5535	\$54,799,296.73	(\$70,744.42)	\$0.00	\$54,728,552.31	
013 - German American 3108	\$29,373.40	(\$18.10)	\$0.00	\$29,355.30	
014 - TI TRECS 0001	\$2,002,165.21	(\$2,085.54)	\$0.00	\$2,000,079.67	
016 - Redev-80-0306-02-9	\$2,848,380.87	(\$5,035.97)	\$0.00	\$2,843,344.90	
<b>Depository Totals</b>	<b>\$65,798,296.28</b>	<b>(\$1,389,008.41)</b>	<b>(\$678,100.13)</b>	<b>\$63,731,187.74</b>	<-Depository Balance
007 - MS7203004 road & street	\$2,131,069.28	(\$2,964.76)	\$0.00	\$2,128,094.52	
008 - MS7203017 cum bridge	\$3,198,230.62	(\$4,449.41)	\$0.00	\$3,193,781.21	
009 - MS7202940 aviation gen	\$190,939.98	(\$265.64)	\$0.00	\$190,674.34	
010 - MS7202979 aviation constr	\$423,900.57	(\$589.73)	\$0.00	\$423,310.84	
011 - MS7202924 aviation building	\$634,998.16	(\$883.42)	\$0.00	\$634,114.74	
012 - MS7202953 property re-assesmt	\$521,388.59	(\$725.37)	\$0.00	\$520,663.22	
015 - Redev-80-0146-01-1	\$0.00	\$0.00	\$0.00	\$0.00	
017 - Redev-80-0267-02-3	\$57,169.70	(\$97.59)	\$0.00	\$57,072.11	
018 - Redev-80-0267-01-5	\$190.69	(\$130.32)	\$0.00	\$60.37	
019 - Redev-80-0306-01-1	\$372.34	(\$73.03)	\$0.00	\$299.31	
020 - Redv com 80-0306-03-7	\$294,650.82	(\$502.98)	\$0.00	\$294,147.84	
021 - Bank of New York Mellon/Holdings	\$12,323,690.49	(\$19,721.14)	\$0.00	\$12,303,969.35	
022-ONB MC18 Bond Int 80-0386-01-3	\$43.64	(\$0.05)	\$0.00	\$43.59	
023-ONB MC18 Constr 80-0386-03-9	\$0.00	\$0.00	\$0.00	\$0.00	
024-ONB MC18 Surplus 80-0386-02-1	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Investment Totals</b>	<b>\$19,776,634.88</b>	<b>(\$30,403.44)</b>	<b>\$0.00</b>	<b>\$19,746,231.44</b>	<-Investments Balance
					Warrants & Deposits in Transit
<b>Totals</b>	<b>\$82,726,550.29</b>	<b>(\$1,414,375.89)</b>	<b>(\$678,100.13)</b>	<b>\$80,634,074.28</b>	<b>\$2,092,476.01</b>

\* Interest

\*\* Outstanding Checks

\*\*\*Reconciling item per St Bd of Accts

\*\*\*\*Bank Error

ADVANCE CKS FOR SETTLEMENT

(Checks and other items returned by depositories and in process of collection at close of month)

Date Originally Received	Received From	For	Date Returned	Returned by (Name of)	Reason for Return	Amount
<b>Total</b>						

Note: If additional space is needed attach sheet giving above information for all items.

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 09/25/2019

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*

Software Upgrade for the Monroe County Tornado Siren Computer

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: Radio and Siren

Fund Number 1000-35050-0361

Amount: \$4,021.50

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:

Current computer and software housed at BPD is obsolete. Tech Service to purchase new computer and therefore Emergency Management must upgrade new software.

This package includes 1 year warranty on our Federal Sirens, a cloud-base connection program to monitor the tornado sirens from up to 5 devices, and accurate weather message application for emergency management use.

Person Presenting: Allison Moore

Department: Emergency Management

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

Attorney who reviewed:

Submitted by: Allison Moore

Date: 09/17/2019

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

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



# FEDERAL SIGNAL

Protecting people and our planet

Quote Number FWS072619MON

Contact Name Allison Moore Email amoore@co.monroe.in.us  
Account Name Monroe County EMA  
Bill To 2800 S. Kirby Rd.  
Bloomington, IN 47403  
Phone (812) 349-2546  
Date 7/26/2019  
Quote Expires 12/31/2019

Product	Description	Quantity	Weight	Total Weight	Unit Price	Total Price
COMMANDER1-S	CommanderOne annual subscription (Standard) Includes: IOS/Andriod apps and web access, (5) seats, (1) organization, supports up to 255 devices; compatible Federal Commander software required (sold separately).	1.00	0	0	\$4,000.00	\$4,000.00
SFCD-W255	Federal Commander software 1-year warranty (SFCD255). Note: Must be purchased for each year since last year purchased for current version of software and continued technical support.	9.00	0	0	\$1,200.00	\$10,800.00
ES-CREDIT	Credit applied (see notes for additional information)	9.00	0	0	(\$1,200.00)	(\$10,800.00)
ES-FREIGHT	Shipping and Handling	1.00	0	0	\$21.50	\$21.50
Grand Total						\$4,021.50



Note:

1) Last Federal Commander warranty purchase, March 18, 2010.

#### Assumptions and Notes

EMAIL OR FAX ORDERS TO CAPITOL ELECTRONICS FOR PROCESSING:  
[sales@capitolelectronics.com](mailto:sales@capitolelectronics.com)  
F: 317-839-2662

1. Purchase order MUST be made out to: Federal Signal Corporation, Federal Warning Systems, 75 Remittance Drive, Suite 3257, Chicago, IL 60675-3251.

2. Prices are firm for 120 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the Items set forth above exceeds \$50,000 then this

Account Name Monroe County EMA

Federal Signal Manufacturers Representative - 2680 E. Main Street, S-117, Plainfield, IN 46168 - 317-839-5022 (P) - 317-839-2662 (F)



# FEDERAL SIGNAL

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Quote Number FWS072619MON

quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$425.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet.

3. Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices above. Delivery schedule cannot be established until radio information is supplied, if applicable.

4. Delivery, Terms and Services:

- a. Delivery: 6-8 weeks, plus installation
- b. Freight Terms: FOB University Park, IL (Factory)
- c. Terms: Equipment: Net 30 Days upon shipment
- d. Services: Net 30 Days upon completion, billed monthly

**Proposed By**

Manufacturer's Representative  
Wendy Justice  
  
Address  
Capitol Electronics  
2680 E Main Street, S-117  
Plainfield, IN 46168  
  
Phone  
(317) 220-2318  
  
Fax  
(317) 839-2662  
  
Email  
[wjustice@capitolelectronics.com](mailto:wjustice@capitolelectronics.com)

**Accepted By**

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_  
  
Title: \_\_\_\_\_

**TERMS AND CONDITIONS OF SALE**  
*Effective 11-14-2018*

1. DEFINITIONS. In these Terms and Conditions of Sale; "Seller" means Federal Signal Corporation, including any division or subsidiary of Federal Signal Corporation; "Buyer" means the person or entity that placed the order or on whose behalf the order is placed; "Goods" means the goods identified in Seller's acknowledgement of Buyer's order; "Services" means the services identified in Seller's acknowledgment of Buyer's order; "Contract" means the written agreement (which shall include these Terms and Conditions) between Buyer and Seller for the supply of the Goods and/or provision of Services; and "Contract Price" means the price payable to Seller by Buyer for the Goods and/or Services.

2. ORDERS; CONTRACT. All orders must be in writing. Buyer understands and agrees that any order, upon Acceptance by Seller, shall be subject to these Terms and Conditions of Sale. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's order or in any other communication from Buyer to Seller, or any trade usage or course of dealing between Buyer and Seller, unless expressly agreed to in writing by Seller in Seller's acknowledgement of Buyer's order. If the details of the Goods or Services described in Seller's quotation differ from those set out in Seller's acknowledgment, the latter shall apply. Seller reserves the right to make minor modifications and/or improvements to the Goods before delivery provided that the performance of the Goods is not adversely affected and that neither the Contract Price nor the delivery date is affected.

3. EFFECTIVE DATE; CANCELLATION. The Contract shall become effective only upon the date of acceptance of Buyer's order by Seller's written acknowledgement or upon Seller's commencement of performance, whichever is first ("Acceptance"). Buyer may not cancel or change an order after Acceptance by Seller without the written consent of Seller. Notwithstanding the foregoing, Seller may, in its sole discretion, agree to a written request from Buyer for cancellation of an open order under the following conditions: Buyer shall be subject to cancellation charges equal to the greater of (i) 110% of the cost of work completed and/or custom materials purchased at the time the request is delivered, or (ii) a percentage of the canceled portion of the Contract calculated as follows:

Cancellation Schedule -- Material:

10% - if cancelled more than 2 weeks from the Effective Date;

Account Name Monroe County EMA

Federal Signal Manufacturers Representative - 2680 E. Main Street, S-117, Plainfield, IN 46168 -- 317-839-5022 (P) -- 317-839-2662 (F)



# FEDERAL SIGNAL

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Quote Number FWS072619MON

- 20% - If cancelled more than 4 weeks from the Effective Date;
- 40% - If cancelled more than 6 weeks from the Effective Date;
- 80% - If cancelled more than 8 weeks from the Effective Date.

If services are cancelled within 1 week of the scheduled mobilization date; 110% of unrecoverable out-of-pocket costs + 50% of scheduled services will be charged

If services are cancelled within 2 days of the scheduled mobilization date; 110% of unrecoverable out-of-pocket costs + 100% of scheduled services will be charged

4. **PRICE AND PAYMENT TERMS.** Unless previously withdrawn, Seller's quotation is open for acceptance within the period stated therein or, when no period is so stated, within thirty days after its date of issuance to Buyer. Prices are subject to increase by Seller based on Seller's prices in effect at the time of shipment in all instances where the specified shipment date is more than 30 days from the date of the order from Buyer. Unless otherwise specified in the Contract or Seller's applicable price list, prices are FOB Seller's point of shipment, and the terms of payment are NET 30 days from the date of invoice. Amounts not paid when due shall bear interest for each day after the due date calculated at the annual rate of 18% or the highest rate permitted by law, whichever is less. Freight, packing and handling will be charged at Seller's standard rates, which are available upon request by Buyer. If the Contract is for more than one unit of Goods, the Goods may be shipped in a single lot or in several lots at the discretion of Seller. In such event, each such shipment shall be paid separately and Buyer shall be responsible for all transportation charges. Seller may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. Payment by credit card may be subject to a service charge.

5. **TITLE; RISK OF LOSS.** Title to, ownership of, and risk of loss or damage to the Goods shall pass to the Buyer, and Buyer shall be responsible for insurance of the Goods, upon delivery of the Goods to the carrier. Alternatively, if it is expressly stated in the Contract that Seller is to procure insurance for the Goods after delivery to the carrier, such insurance will be charged at the carrier's standard rates. "FOB" and any other delivery term used in the Contract shall be defined in accordance with the latest version of Incoterms. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

6. **TAXES.** Prices do not include taxes. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of the Goods or Services ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller before the date of invoice.

7. **DELIVERY; FORCE MAJEURE.** Unless otherwise stated in Seller's quotation, all periods stated for delivery or completion run from the Effective Date and are to be treated as estimates only and are not guaranteed. If Seller is delayed in or prevented from performing any of its obligations under the Contract due to the acts or omissions of Buyer or its agents, the delivery/completion period and the Contract Price shall both be adjusted as necessary. If delivery is delayed due to any act or omission of Buyer, or if having been notified that the Goods are ready for shipment, Buyer fails to take delivery or provide adequate shipping instructions, Seller shall be entitled to place the Goods into storage at Buyer's expense. Upon placing the Goods into storage, delivery shall be deemed to be complete, risk in the Goods shall pass to Buyer and Buyer shall pay Seller accordingly. The Contract (other than Buyer's obligation to pay all sums due to Seller in accordance with the Contract) shall be suspended, without liability, in the event and to the extent that its performance is prevented or delayed due to any circumstance beyond the reasonable control of the party affected, including but not limited to: Act of God, war, armed conflict or terrorist attack, riot, fire, explosion, accident, flood, sabotage; governmental decisions or actions (including but not limited to prohibition of exports or re-exports or the failure to grant or the revocation of applicable export licenses), or labor trouble, strike, lockout or injunction. Seller shall have no obligation to deliver any hardware, software, services or technology unless and until it has received any necessary licenses or authorizations or has qualified for general licenses or license exceptions under applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time (including without limitation those of the United States, the European Union and the jurisdiction in which Seller is established or from which the items are supplied). If for any reason any such licenses, authorizations or approvals are denied or revoked, or if there is a change in any such applicable laws, regulations, orders or requirements that would prohibit Seller from fulfilling the

Contract, or would in the reasonable judgment of Seller otherwise expose Seller to a risk of liability under applicable laws, regulations, orders or requirements, Seller shall be relieved without liability of all obligations under the Contract. If either party is delayed or prevented from performance of its obligations by reason of this clause for more than 180 consecutive calendar days, either party may terminate the then unperformed portion of the Contract by notice in writing given to the other party, without liability provided that Buyer shall be obliged to pay the reasonable cost and expense of any work in progress and to pay for all Goods delivered and Services performed as at the date of termination. Seller may deliver by installments, and each delivery shall constitute a separate Contract. Failure by Seller to deliver any one or more of the installments in accordance with their terms shall not entitle Buyer to terminate the whole Contract or treat it as repudiated.

8. **INSPECTION.** Buyer shall inspect the goods immediately upon the receipt thereof. All claims for shortfalls in quantity or for incorrect delivery or for any alleged defect in Seller's performance under this Contract, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by Seller within five days of Buyer's receipt of the Goods. Failure to make any such claim within said period shall constitute a waiver of such claim and an irrevocable acceptance of the Goods by Buyer.

9. **DEDUCTIONS AND RETURNS.** Buyer must contact the factory before returning any merchandise. Goods in new, unused and undamaged condition that are resalable as new products without modification or repackaging may be returned to Seller for credit only upon the

Account Name Monroe County EMA

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# FEDERAL SIGNAL

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Seller's prior written consent (such consent to be in the sole discretion of Seller) and upon terms specified by Seller, including prevailing restocking, freight, and handling charges. A Return Material Authorization (RMA) must be obtained before returning merchandise for credit. All returns are subject to inspection of merchandise and any defects in the units will be charged back to the Buyer at the cost of parts and labor. Credit deductions will not be honored unless covered by an RMA. Buyer assumes all risk of loss for such returned goods until actual receipt thereof by Seller. Agents of Seller are not authorized to accept returned goods or to grant allowances or adjustments with respect to Buyer's account.

#### 10. LIMITED WARRANTY.

NOTICE: IF ANY GOODS, INCLUDING ANY COMPONENT PART OF ANY GOODS, OR SERVICES SOLD BY SELLER ARE ACCOMPANIED BY A SEPARATE MANUFACTURER'S WARRANTY COVERING SUCH GOODS OR SERVICES, THE TERMS OF SUCH WARRANTY, INCLUDING ALL LIMITATIONS OF SUCH WARRANTY, SHALL GOVERN THOSE GOODS OR SERVICES, AND ANY WARRANTY OF SELLER OTHERWISE APPLICABLE TO SUCH GOODS OR SERVICES SHALL NOT APPLY.

A. Goods. Subject to the forgoing, Seller's limited warranty for any new Goods which are the subject of any Seller's acknowledgement of Buyer's order may be found at [www.fedsig.com/ssg-warranty](http://www.fedsig.com/ssg-warranty) or may be obtained by writing to Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484; by email to [Info@federalsignal.com](mailto:Info@federalsignal.com); or by calling 708/534-3400.

B. Services Seller warrants that Services provided by Seller will be performed with all reasonable skill, care and diligence and in accordance with standard industry practice. Seller will correct defects in Services provided by Seller and reported to Seller within ninety days after completion of such Services. Services corrected in accordance with this Section shall be subject to the foregoing warranty for an additional ninety days from the date of completion of correction of such Services.

11. REMEDIES AND LIMITATIONS OF LIABILITY. The remedies contained the preceding paragraph constitute the sole recourse against Seller for breach of any of Seller's obligations under the Contract, whether of warranty or otherwise. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES NOR SHALL SELLER'S LIABILITY ON ANY CLAIM FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR CONNECTED WITH THE CONTRACT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE GOODS OR SERVICES EXCEED THE PURCHASE PRICE OF THE GOODS OR SERVICES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

12. LIMITED INDEMNITY AGAINST INFRINGEMENT. Seller shall, at its own expense, defend any litigation resulting from sale of the Goods to the extent that such litigation alleges that the Goods or any part thereof infringes any United States patent, copyright, or trademark, provided that such claim does not arise from the use of the Goods in combination with equipment or devices not made by Seller or from modification of the Goods, and further provided that Buyer notifies Seller immediately upon its obtaining notice of such impending claim and cooperates fully with Seller in preparing a defense. If Buyer provides to Seller the authority, assistance, and information Seller needs to defend or settle such claim, Seller shall pay any final award of damages in such suit and any expense Buyer incurs at Seller's written request, but Seller shall not be liable for a settlement made without its prior written consent. If the Goods are held to be infringing and the use thereof is enjoined, Seller shall, at its option, either (i) procure for the Buyer the right to use the Goods, (ii) replace the Goods with others which do not constitute infringement, or (iii) remove the infringing Goods and refund the payment(s) made therefor by Buyer. The foregoing states the Buyer's sole remedy for, and Seller's entire liability and responsibility for, infringement of any patent, trademark, or copyright relating to the Goods provided hereunder. THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

13. INTELLECTUAL PROPERTY RIGHTS. All drawings, data, designs, tooling, equipment, procedures, engineering changes, inventions, trade secrets, copyrights, mask works, source code, object code, patents, patent applications, know-how, computer and/or product software and all parts thereof, trademarks and all other information, technical or otherwise which was developed, made or supplied by or for Seller in the production of any Goods or Services sold hereunder will be and remain the sole property of Seller (or its licensors, if any). Buyer agrees not to reverse engineer any Goods purchased hereunder.

14. EXPORT REGULATIONS. Buyer agrees to comply fully with all laws and regulations concerning the export of Goods from the United States.

15. INSTALLATION. In those circumstances where Seller has agreed to install Goods for Buyer, the following provisions shall control:

A. Responsibility. Installation shall be by Buyer unless otherwise specifically agreed to in writing by Seller.

B. Receiving Product and Staging Location. Buyer is responsible to receive, store and protect all Goods intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.

C. Installation Methods & Materials. Installation is based on methods and specifications intended to meet applicable safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.

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D. Radio Frequency Interference. Seller is not responsible for RF transmission and reception affected by system interference beyond its control.

E. Installation Site Approval. Buyer must provide signed documentation to Seller, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that Seller is authorized to commence installation at the site designated by Buyer before Seller will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by Seller for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.

F. AC Power Hookup. Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by Seller.

G. Permits & Easements. Seller will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted.

H. Soil Conditions Clause. In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, Seller will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if Seller cannot obtain approval in a timely manner.

I. Contaminated Sites. Seller is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. Seller will not knowingly approve installation at any site containing contaminants. Buyer must inform Seller when known or suspected soil contaminants exist at any intended installation site.

J. Site Cleanup. Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional site restoration quotes are available.

K. Waste Disposal. Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.

L. Work Hours. All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.

M. Project Reporting. Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.

N. Safety Requirements & Compliance. Seller requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of Seller equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.

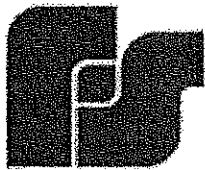
16. ASSIGNMENT AND SUBCONTRACTING. Seller may assign its rights and obligations by giving Buyer written notice thereof but without being obligated to obtain Buyer's consent prior thereto. In the event of an assignment, Seller shall be discharged of any liability pursuant to those purchase orders which have been assigned or delegated. Customer may not assign its rights nor delegate its obligations under any or all of its purchase orders unless Seller's written consent is obtained prior thereto and any such assignment or delegation without such consent shall be void.

17. DEFAULT, INSOLVENCY AND CANCELLATION. Seller shall be entitled, without prejudice to any other rights it may have, to cancel the Contract immediately, in whole or in part, by notice in writing to Buyer, if (a) Buyer is in default of any of its obligations under the Contract and fails, within 20 (twenty) days of the date of Seller's notification in writing of the existence of the default, either to rectify such default if it is reasonably capable of being rectified within such period or, if the default is not reasonably capable of being rectified within such period, to take and diligently continue action to remedy the default or (b) on the occurrence of an Insolvency Event in relation to Buyer. "Insolvency Event" in relation to Buyer means any of the following: (i) a meeting of creditors of Buyer being held or an arrangement or composition with or for the benefit of its creditors being proposed by or in relation to Buyer; (ii) a receiver, administrator or similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven days) on the whole or a material part of the assets of Buyer; (iii) Buyer ceasing to carry on business or being unable to pay its debts; (iv) Buyer or its equity holders or the holder of a qualifying floating charge giving notice of their intention to appoint, or making an application to the court for the appointment of, an administrator; (v) a petition being presented (and not being discharged within 30 days) or a resolution being passed or an order being made for the administration or the winding-up, bankruptcy or dissolution of Buyer; or (vi) the happening in relation to Buyer of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets. Seller shall be entitled to recover from Buyer or Buyer's representative all costs and damages incurred by Seller as a result of such default or cancellation, including all costs of collection and a reasonable allowance for overheads and profit (including but not limited to loss of prospective profits and overheads).

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18. **SEVERABILITY.** If any term, clause or provision contained in the sales contract is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

19. **NO WAIVER.** No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing or performance, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.

20. **NOTICES.** All notices and claims in connection with the Contract must be in writing.

21. **INTEGRATION.** These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions.

22. **GOVERNING LAW AND LIMITATIONS.** The formation and performance of the sales contract shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in these standard terms, the definition contained in said Uniform Commercial Code is to control. Any action by the Buyer for breach of the sales contract or any covenant or warranty contained herein must be commenced within one year after the cause of action accrued.

23. **U.N. CONVENTION.** Pursuant to Article 6 of the United Nations Convention on Contracts for the International Sale of Goods (the "UN Convention"), the Parties agree that the UN Convention shall not apply to this Agreement.  
Federal Signal — Public Safety Systems

## LIMITED WARRANTY TERMS AND CONDITIONS

Effective March 1, 2019

Federal Signal Corporation ("Federal Signal"), subject to the terms, conditions and exceptions contained herein, warrants each NEW product to be free from defects in material and workmanship, under normal and proper use, care, maintenance and required service only. Start of Warranty, Warranty periods and exceptions to the foregoing Limited Warranty are contained on the Schedule of Products included in this document, and are subject to change at the sole discretion of Federal Signal.

## SPECIFIC EXCLUSIONS AND EXCEPTIONS

This Limited Warranty does NOT apply nor is it extended to products that are not manufactured by Federal Signal. These products may be covered by a separate limited warranty provided by the particular manufacturer and all claims and questions regarding the same are to be directed to the particular manufacturer. Goods sourced by Seller from a third party for resale to Buyer shall carry only the warranty extended by the original manufacturer.

Domes, lenses, lamps and batteries installed on Federal Signal products are specifically excluded. Repair or replacement of any product(s) or part(s) under this warranty does NOT extend the term of this warranty, and such product(s) or part(s) shall remain covered by the unexpired portion of the warranty period or for ninety (90) days from the date of return to Federal Signal, whichever is later. This limited warranty applies ONLY to the initial or first installation of the product. This limited warranty shall not apply to products (1) that have been subjected to neglect, abuse, misuse, improper installation, inadequate maintenance, or damage due to improper use of cleaning or cleaning materials or chemicals, or non-compliance with Federal Signal's storage, installation, operation, maintenance or environmental requirements; (2) that have undergone any modification or repair not previously authorized by Federal Signal in writing, or service, repair or modification by or from any facility other than an authorized Federal Signal service center or technician, or that use non-authorized software or spare or replacement parts; or (3) that fail due to reasonable and normal use or wear and tear, or materials made, furnished or specified by the Buyer or end user.

During the aforesaid warranty period, Federal Signal will, at its sole option, repair or replace the product(s) or particular part(s) that are found to be defective in either material or workmanship, or refund the purchase price for such product(s) or part(s), which are returned or delivered, transport or shipping prepaid by the Buyer or end user, to either Federal Signal or its designated and authorized warranty service center. This limited warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product(s) or part(s), or labor charges for removal and re-installation of the product.

No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties, to extend the term or duration of this warranty, or to assume any other liability on behalf of Federal Signal in connection with the sale, servicing or repair of any product manufactured by the Federal Signal.

Federal Signal reserves the right to make design changes and improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

The use in the product of any part other than parts approved by Federal Signal may invalidate this warranty. Federal Signal reserves the right to determine, in its sole discretion, if the use of non-approved parts invalidates this warranty.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION,

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WARRANTIES OF MERCHANT- ABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND REGARDLESS OF ANY FAILURE OF ESSENTIAL PURPOSE. ALL OTHER WARRANTIES OF WHATSOEVER KIND AND NATURE, WHETHER EXISTING IN CONTRACT OR AT LAW, ARE HEREBY AND FOREVER DISCLAIMED.

UNDER NO CIRCUMSTANCES WILL FEDERAL SIGNAL BE LIABLE OR RESPONSIBLE FOR SPECIAL, COMPENSATORY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS, LOST SALES, OR LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY BY OR THROUGH THE USE OF THE PRODUCT. FEDERAL SIGNAL'S SOLE AND MAXIMUM LIABILITY WITH RESPECT TO THE PRODUCT, OTHER THAN ITS OBLIGATIONS SET FORTH ABOVE, SHALL BE THE TOTAL PURCHASE PRICE PAID FOR THE

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PRODUCT.

## PUBLIC SAFETY SYSTEMS

	Warranty Period for Parts replacement from the date of manufacture stamped on the product	Warranty period for Factory Labor from the date of delivery to the first user-purchaser
<b>AUDIBLE</b>		
Speakers	2 years	1 year
Platinum 3000 Series	5 years	5 years
Pathfinder	5 years	5 years
<b>LED PRODUCTS</b>		
All LED (Light Emitting Diode) products unless otherwise noted	5 years	5 years
LED rotating light assemblies from all light bars and beacons	5 years	5 years
MicroPulse LED lights	3 years	3 years
41640Q/416410 Corner LEDs	5 years	5 years
41680Q/416810 Corner LEDs	3 years	3 years
MIBT LED Message Board	3 years	3 years
Commander Series Flex	2 years	2 years
COM550	3 years	3 years
4200S	3 years	3 years
<b>STROBE PRODUCTS</b>		
Strobe flash tubes	1 year	1 year
951 strobe beacons	5 years	1 year
651/851 strobe beacons	5 years	1 year
USS, USS, and US7 UltraStar	5 years	1 year
<b>OTHER PRODUCTS</b>		
Halogen Rotating Light assemblies from all light bars	5 years	1 year
All halogen rotating beacons and mini light bars, except Sentinel	5 years	1 year
LiteLine Map Lights	5 year warranty on LED components Limited lifetime warranty on mechanical components	5 year warranty on LED components Limited lifetime warranty on mechanical components
SWM Interceptor Switch Modules	1 year	1 year
CAM Reverse Camera/Monitor Systems	3 years	3 years
Slinger Spike Systems	5 years	5 years
AirTEL	3 years	3 years
PBX Series	3 years	3 years
Perimeter Light Programmer	1 year	1 year
DOT Flasher	3 years	3 years
Atkinson Dynamics Intercoms	2 years	1 year
Note: Domes, lenses, lamps, and batteries are NOT covered under warranty.		

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# FEDERAL SIGNAL

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Quote Number FWS072619MON

## INTEGRATED SYSTEMS DIVISION

PRODUCT	WARRANTY PERIOD FOR PARTS REPLACEMENT AND FACTORY PERFORMED LABOR **
Mechanical Sirens	5 years parts and labor from date of delivery, return to factory for service
2601-130 / 500-128 / Equinox	
Eclipse8 / Model12	
ELECTRONIC SIRENS	
MOD1004B / MOD1008B / MOD10012B	2 years parts and labor from date of delivery, return to factory for service
MOD1016B / MOD1018B / MOD1024B	
MOD1032B	
DATA1/3/4/5/6	
CONTROLLERS	
SS2000	2 years parts and labor from date of delivery, return to factory for service
FC Controllers	
DC/CTBD Controllers	
UV / UVRAJMC Controllers	
SIGNALING DEVICES	
Beacons / Speakers / Sounders	5 years parts and labor from date of delivery, return to factory for service
ECHO Intercoms	
Selection Controllers	
Audiomaster products	2 years parts and labor from date of delivery, return to factory for service
Atkinson products	
MISCELLANEOUS	
IP Informers / Radio Informers	1 year parts and labor from date of delivery, return to factory for service
Signal Tech - Beacons, Sounders, Strobes	
FT400BX	
OEM PRODUCTS (SUCH AS)	
PC Equipment	Federal Signal utilizes the original manufacturer's warranty
Field Devices	
Security and IPR products	
UPS systems	
PABX Systems	
PAGA	
PAGA	18 months from shipment or 12 months from commissioning/system field acceptance whichever is sooner covering parts and labor, return to factory for service
SOFTWARE	
Commander (SFCD-XX)	Free from defects for 12 months from date of acceptance, Software Maintenance Agreements available
SmartMsg	
*Federal Signal offers extended warranties and software maintenance agreements - contact Federal Signal for further information	
**On-site service is not included	
***Drones, kites, kites and batteries installed on Federal Signal products are specifically excluded	
When Federal Signal provides a turn-key installation including optional sign and/or communication services, Federal Signal provides in-site warranty service during the full 18-months after completion of the installation.	

\*Federal Signal offers extended warranties and software maintenance agreements - contact Federal Signal for further information

\*\*On-site service is not included

\*\*\*Domes, lenses, lamps and batteries installed on Federal Signal products are specifically excluded

When Federal Signal provides a turn key installation including optical alignment for commissioning services, Federal Signal will provide on-site warranty service during the first 90 days after completion of the installation.

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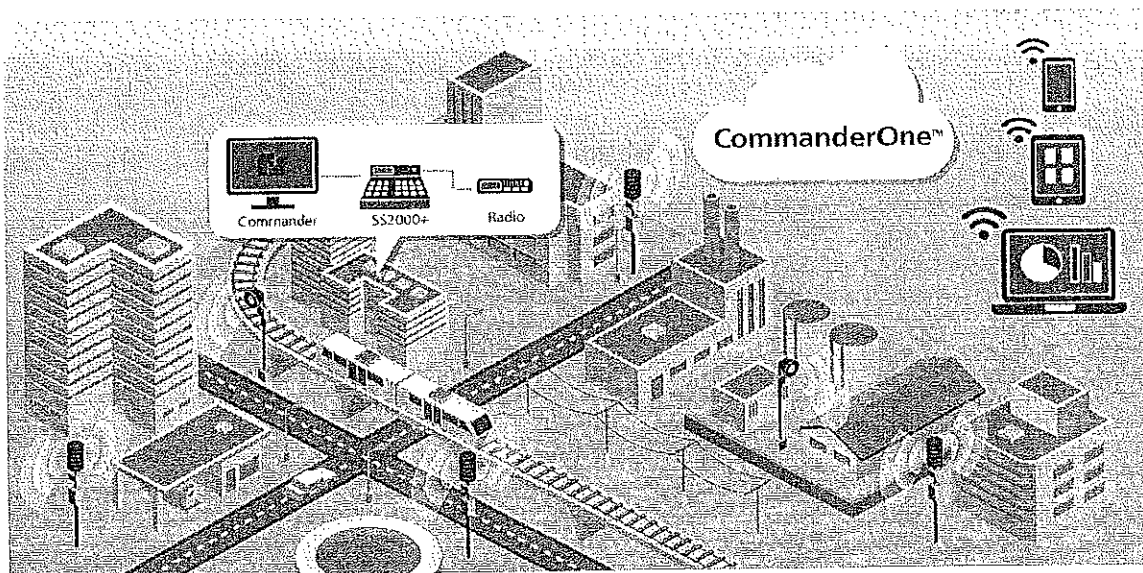
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► CommanderOne®

## Cloud-Based Control for Warning Systems

CommanderOne® is the latest innovation that allows you to connect with your most critical asset anytime, anyplace. The CommanderOne cloud-based platform enables you to monitor and control your warning sirens from any desktop or mobile device. It offers real-time data with actionable insights, enabling you to make important decisions quickly.

We understand that replacing a legacy infrastructure with new smart devices may be cost prohibitive, therefore, CommanderOne leverages your existing Federal Signal warning system and makes it smarter. With its simple dashboard and intuitive interface, CommanderOne is designed to make your mission successful in critical moments. CommanderOne is easily integrated with your existing Commander On-premise system. CommanderOne communicates with your system through a secure network communications interface. As changes occur with the On-Premise system those changes are mirrored on the cloud-based control system. Siren activation and monitoring can occur from anywhere from virtually any device. The map interface provides status indications with manual activations or user-defined polygons. Automatic or semi-automatic weather based polygons siren activation is available for all CommanderOne users.



**User Experience** – The Intuitive Interface is simple to set up, always up-to-date, and connects to your on-premise Commander control system.

**Map-based Activation** – Location of sirens and their status is critical. Use the geo-intelligent interface to see an overview of your system.

**Desktop Freedom** – Access your system from any computer connected to the internet.

**Mobile** – A user-friendly app for iOS and Android. It has a web-based console with a mobile responsive GUI.

**Security** – We understand that security is your top priority. CommanderOne utilizes IPSEC over SSL with a multi-layered authentication mechanism.

**Weather Activation** – All CommanderOne systems will have access to activate sirens based on weather-based polygons.

**Auto-Sync Hotkeys** – No need to keep multiple locations synchronized, your Hotkey activation settings are automatically created in CommanderOne.

**Messaging** – Keep in contact with employees and first responders via email, SMS, and voice. Create on the fly messages or templates to streamline your workflow.

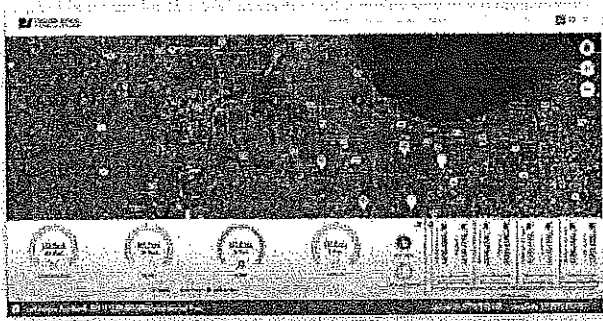
**Scalability** – CommanderOne platform is scalable from a few devices to hundreds of devices. It leverages a global network of data centers to maintain availability while securing your data.

## CommanderOne® Cloud-Based Control for Your Warning Systems

### Desktop and Mobile

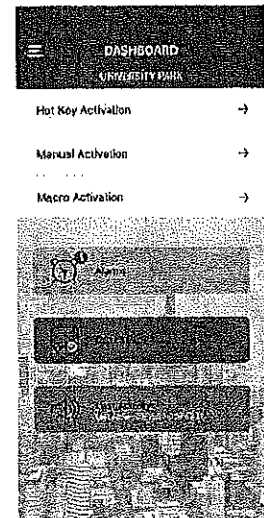
#### Desktop

The dashboard is designed to give you the status of the system in seconds. It utilizes Bing Maps, and its responsive design enables colored icons to reflect the status of each site and control point. Each status monitor is color-coded to quickly gain insight about your system.



#### Mobile

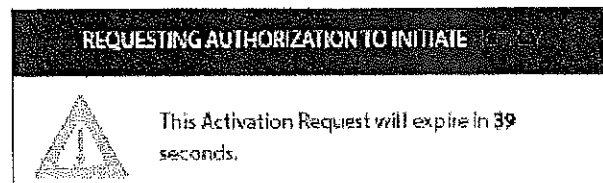
Native iOS and Android apps let you control and monitor your system from virtually anywhere. It shows all the alarms by a single click. Just like other apps, the system can be refreshed with a slide of a finger.



### Security

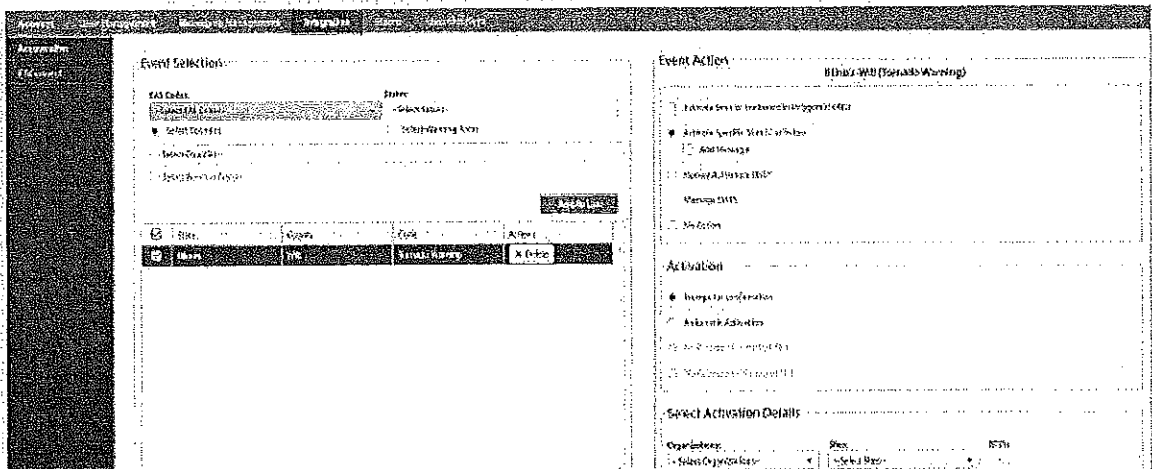
CommanderOne is secure by design. We use One Time Passwords, Token-Based Security and industry standard SSL to secure your communications.

Our new Multi-User Authentication takes security to the next level by allowing you to configure Hotkeys, Macros or Functions with an authorization level, which require varying levels of authorization: from simple passwords to app-based authentication. This means that you can set-up CommanderOne so that no one activates a function without another person verifying that activation, like two people needing their keys turned at the same time to open a locked door.



### Weather

CommanderOne Accuweather® brings automatic and prompted activation based on weather events. Using a simple 'if this then that' interface, you choose them from events, such as a 911 telephone outage to a Winter Weather Advisory and the actions associated with them. From the Accuweather interface, you can send a simple message to your staff when watches are posted in surrounding counties, or activate the sirens when National Weather Service posts a Tornado Warning.



## CommanderOne® Cloud-Based Control for Your Warning Systems

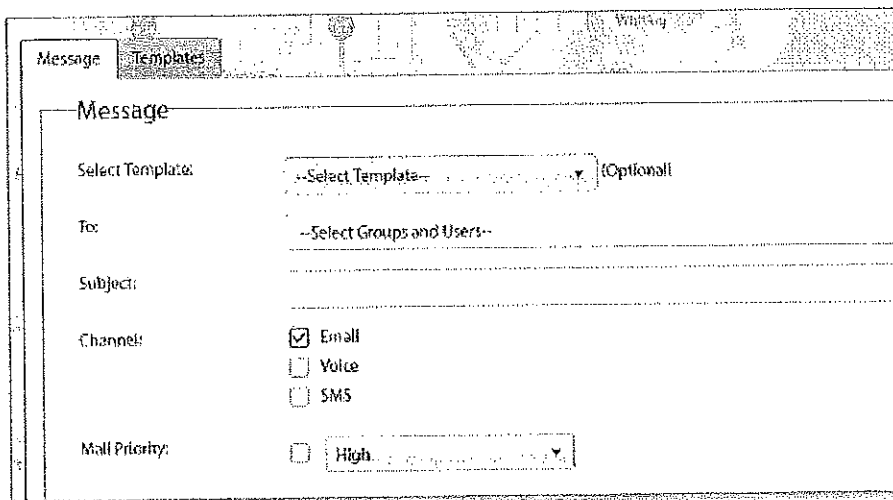
### Messaging

CommanderOne Messaging is a new addition to the CommanderOne Cloud-Based Control system. Messaging adds the ability to quickly and easily contact your employees using our CommanderOne activation systems, either via the web or mobile app, on your smartphone.

Messaging allows users to create templates, ad-hoc messages and even dynamically add phone numbers or emails at the time of message creation. Utilizing CommanderOne macros, you can activate a siren Hotkey and at the same time, a messaging template. Templates allow for operators to create scenarios ahead of time, adding all users and information in a ready-to-go, one-button activation.

Messaging add-on is designed around you and your first responders, by keeping it simple and easy for you to message your crew while activating the sirens. With simple, easy to understand plans, administrators can add messaging to their existing CommanderOne systems or simply purchase a new CommanderOne plan with Messaging.

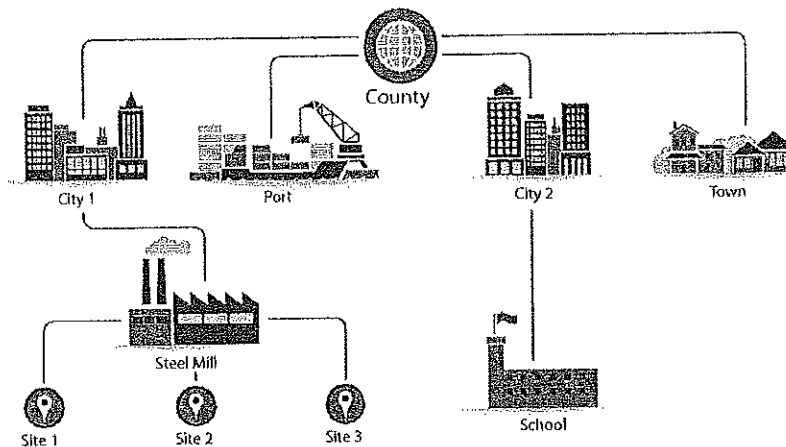
Messaging builds upon the strengths of the CommanderOne platform and can allow administrators to send out operational alerts and automated messages the moment NOAA issues alerts.



The screenshot shows a web-based interface for creating a message. It has a 'Message' tab and a 'Templates' tab. The 'Message' form includes the following fields:

- Select Template:** A dropdown menu with '--Select Template--' and '(Optional)'.
- To:** A dropdown menu with '--Select Groups and Users--'.
- Subject:** A text input field.
- Channels:** Three checkboxes: ☒ Email, ☐ Voice, and ☐ SMS.
- Mail Priority:** A dropdown menu with 'High' selected.

### Scalable Centralized Command and Control



CommanderOne is designed for a centralized command and control by managing disparate systems. Whether you have one site or multiple sites, you need a single dashboard to monitor and manage your network.

## CommanderOne® Cloud-Based Control for Your Warning Systems

### Select CommanderOne with Messaging Model for Annual Subscription

	Standard	Professional	Enterprise
<b>Model Number*</b>	COMMANDER1-SM	COMMANDER1-PM	COMMANDER1-EM
<b>Messaging Included</b>	Yes	Yes	Yes
<b>Number of Seats</b>	5	20	Per quote
<b>Number of Organizations</b>	1	2-5	5+
<b>Messaging Users</b>	200	500	1,000
<b>Messages Per Month</b>	2,500	5,000	10,000
<b>Accuweather included</b>	Yes	Yes	Yes
<b>In Release Commander Upgrade</b>	Yes	Yes	Yes

\*Includes Remote Implementation Support. For on-site support and training, contact your Federal Signal representative for a quote.

### Select CommanderOne Model for Annual Subscription

	Standard	Professional	Enterprise
<b>Model Number*</b>	COMMANDER1-S	COMMANDER1-P	COMMANDER1-E
<b>Number of Seats</b>	5	20	Per quote
<b>Number of Organizations</b>	1	2-5	5+
<b>Accuweather included</b>	Yes	Yes	Yes
<b>In Release Commander Upgrade</b>	Yes	Yes	Yes

\*Includes Remote Implementation Support. For on-site support and training, contact your Federal Signal representative for a quote.

CommanderOne is a registered trademark of Federal Signal Corporation.  
Accuweather is a registered trademark of AccuWeather, Inc.



**MONROE COUNTY BOARD OF COMMISSIONERS**

Date to be heard: **9/25/2019**

Item for Formal Meeting? ☒

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐

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

Title of item to appear on the agenda:

*Include VENDOR's Name in title if appropriate*

Ordinance 2019-35 - An ordinance to amend  
Monroe County Code Chapter 266-17.

*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:

Ordinance 2019-35 is an ordinance to amend Chapter 266 of the Monroe County Code by removing the notary requirement on the Annual Certification form in Chapter 266-17.

The annual certification form is a state prescribed form requesting certification of compliance to state and county anti-nepotism requirements. As the notarization requirement proved to hinder compliance, review of Indiana Code was completed to determine whether or not notarization is necessary. Review of code proved the notary requirement unnecessary. As this is a state prescribed form, the requirement question was also posed to the State Board of Accounts (SBOA). The SBOA agreed that notarization is not required by Indiana Code, and further provided assurance that they would take audit exception to notarization of the certification forms.

Please review the provided information, and, if agreeable, approve.

Person Presenting: Brianne Gregory

Department: Auditor

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

Attorney who reviewed: Lee Baker

Attorney who reviewed: Lee Baker

Submitted by: Brianne Gregory

Date: 9.19.19

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

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

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Form Approved 1/1/19



## **ORDINANCE 2019-35**

An ordinance to amend Chapter 266 of the Monroe County Code by removing the notary requirement on the Annual Certification form in Chapter 266-17.

WHEREAS, the form currently in Section 266 of the Monroe County Code is a State prescribed form asking purchasing agents to certify compliance with State and County Anti-nepotism requirements.

WHEREAS, the County has adopted a more stringent code than the State, requiring all employees with access to County funds to complete the certification.

WHEREAS, the notary requirement has proven to hinder compliance to the County certification requirement.

WHEREAS, the statute does not require notarization, and the State Board of Accounts has stated they would take audit exception to notarization of the forms.

WHEREAS, the Monroe County Commissioners desire to revise Chapter 266 of the Monroe County Code by removing the notary requirement on the Anti-nepotism Certification form in Section 266-17.

NOW, THEREFORE, BE IT ORDAINED by the Monroe County Commissioners and the Monroe County Council as follows:

Section 1. Section 266-17 shall be, and hereby is, added to the Monroe County Code, as follows:

### **CHAPTER 266**

#### **PURCHASE OF SUPPLIES AND SERVICES**

##### **266-1. Establishment**

WHEREAS, IC 5-22 (the "Act") applies to every expenditure of public funds by a governmental body;

WHEREAS, Monroe County (the "County") is a governmental body under the Act;

WHEREAS, the Act authorizes the County to establish a purchasing agency for the County, and to establish rules for the purchase of supplies and services.

**266-2. Purchasing Agency**

The Board of Commissioners hereby determines that it is the Purchasing Agency for the County.

**266-3. Purchasing Agents**

The Board of Commissioners hereby designates the following persons to serve as Purchasing Agents for the County:

- (A) each elected County official;
- (B) each elected circuit court judge;
- (C) the director of Court Services;
- (D) the county highway superintendent and engineer;
- (E) each appointed county department head;
- (F) each employee who is designated by his or her department head on a register maintained by the County Auditor.

**266-4. General Requirements for Purchasing**

Except as provided in this Ordinance, IC 5-22, as amended from time to time, shall govern the manner in which supplies and services are purchased by the County.

**266-5. Purchase of Services**

- (A) "Services" means the furnishing of labor, time or effort by a person, not involving the delivering of specific supplies other than printed documents or other items that are merely incidental to the required performance.
- (B) Services providers may be selected by the Purchasing Agent through any process (e.g., request for proposals, inviting quotes, calling a specialist, etc.) the agent deems to be reasonable.
- (C) A contract for services must be reduced to writing and approved by the Board of Commissioners, during a public meeting, prior to work being performed. It shall be unlawful for a person, either individually or as part of an entity or business, to act on Monroe County's behalf, to informally or formally act in a representative capacity or as an agent of Monroe County, or to hold himself/herself/itself out as having authority of Monroe County unless and until a written contract authorizing such agency has been approved by the Board of Commissioners. A violation of this subsection of the Monroe County Code constitutes a Class A ordinance Violation, as described in Monroe County Code 115-3(A)(1), and may result in the debarment of the violator (entity and/or individual) from

Monroe County service contracts for up to a year.

- (D) All service contracts shall be subject to the relevant provisions of the Monroe County Code of Ethics and to the contract assurances required by the Monroe County Title VI and ADA transition plans.
- (E) All service contracts shall identify the County officer or employee who shall be contacted by any service provider and/or subcontractor, regarding notices, progress reports, clarifications, requests, and matters requiring County input or approval.

**266-6. Purchases Less Than Fifty Thousand Dollars (\$50,000).**

A Purchasing Agent may purchase supplies or services with an estimated cost of less than Fifty Thousand Dollars (\$50,000) on the open market, without inviting or receiving bids or quotes.

**266-7. Purchases Thousand Dollars (\$50,000) and One Hundred Fifty Thousand Dollars (\$150,000).**

A Purchasing Agent shall follow the procedure described in IC 5-22-8-3 in awarding a contract for supplies, unless another purchasing method is required or authorized by IC 5-22 or this Ordinance.

**266-8. Purchases greater than One Hundred Fifty Thousand Dollars (\$150,000).**

A Purchasing Agent shall follow the procedure described in IC 5-22-7 in awarding a contract for supplies unless another purchasing method is authorized by I.C. 5-22 or this Ordinance.

**266-9 Evidence of Financial Responsibility.**

- (A) The Purchasing Agent may include in a solicitation that an offeror provide evidence of financial responsibility in the form of a bid bond, certified check or other evidence. The amount of a bond or certified check may not be set to exceed ten percent (10%) of the estimated cost of the purchase.
- (B) This section does not preclude the use of a performance bond in addition to the evidence of financial responsibility started above if the amount of the performance bond is stated in the solicitation.

## **266-10. Receiving Offers**

### **(A) Opening of Offers.**

Bids or quotes received in a response to a solicitation must be opened publicly in the presence of one or more witnesses at the time and place designated in the solicitation.

### **(B) Correction and Withdrawal of Bid or Quote.**

An offeror may correct inadvertent errors in a bid or quote up to the time at which bids will be opened by withdrawing the bid, or by supplementing the erroneous bid and submitting a revised bid.

### **(C) Cancellation of Solicitation.**

When the Purchasing Agent makes a written determination that it is in the County's best interest, the Purchasing Agent may cancel a solicitation or reject all offers, provided that the solicitation included information concerning the procedures for cancellation.

## **266-11. Request for Proposals**

**(A)** The Purchasing Agent may make a written determination that the use of competitive bidding is not practicable or not advantageous for purchasing certain types of supplies, and that receiving proposals is the preferred method of purchasing.

**(B)** The following types of supplies may be purchased by making a request for proposals:

**(1)** computer hardware or software.

**(2)** communications equipment.

**(C)** The Purchasing Agent may conduct discussions with, and best and final offers may be obtained from responsible offerors who submit proposals determined to be reasonably susceptible of being selected for a contract award.

**(D)** Public Record Status of Proposals:

In order to avoid disclosure of contents to competing offerors during the process of negotiation, proposals are not open to public inspection prior to award of a contract. The Purchasing Agent may provide for the protection of vendors' proprietary information in the request for

proposals.

- (E) The request for proposals shall be conducted in the matter prescribed by IC 5-22-9.

## **266-12. Modification and Termination of Contracts**

### **(A) Price Adjustments.**

The Purchasing Agent may include provisions to permit price adjustments in a purchase contract. The following provisions for price adjustments may be included:

- (1) Price adjustments must be computed by agreement on a fixed price adjustment before the beginning of the pertinent performance or as soon after the beginning of performance as possible;
- (2) Price adjustments must be computed by unit prices specified in the contract or subsequently agreed upon;
- (3) Price adjustments must be computed by costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon;
- (4) Price adjustments must be computed in such other manner as the contracting parties may mutually agreed upon; or
- (5) in the absence of agreement by the parties, price adjustments must be computed by a unilateral determination by the governmental body of the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as computed by the governmental body in accordance with applicable rules adopted by the governmental body.

- (B) Adjustments in Time of Performance. The Purchase Agent may include provisions in a purchase contract concerning adjustments for time of performance under the contract.

- (C) Unilateral Rights of County. The Purchasing Agent may include in a purchase contract provisions dealing with the unilateral right of the County to order changes in the work within the scope of the contract or to order temporary work stoppage or delays in time of performance.

- (D) Quantity Variations. The Purchasing Agent may include in a purchase contract provisions dealing with variations between the estimated

quantities of work in a contract and the actual quantity delivered.

### **266-13. Required Sources of Purchase**

**(A) United States Manufacturer.**

The Purchasing Agent shall purchase supplies which are manufactured in the United States. For purposes of this requirement, an item is deemed to be of United States manufacture if 50% or more of its component costs (excluding the cost of assembly) are manufactured in the United States. This requirement shall not apply if the Purchasing Agent makes any of the following determinations:

- (1)** the supplies are not manufactured in the United States in reasonably available quantities.
- (2)** the price of the supplies manufactured in the United States exceeds by an unreasonable amount the price of available and comparable supplies manufactured outside the United States.
- (3)** the quality of the supplies is substantially less than the quality of comparably priced available supplies manufactured outside the United States.
- (4)** the purchase of supplies manufactured in the United States is not in the public interest.
- (5)** the cost of the item exceeds Twenty-five Thousand Dollars (\$25,000), and no offeror bids an item of United States manufacture.

**(B) Department of Correction.**

A Purchasing Agent shall purchase supplies and services produced or manufactured by the Indiana Department of Correction as listed in the Department's printed catalog unless the Agent makes any of the following written determinations:

- (1)** the supplies or services cannot be furnished within a reasonable time as designated by the Purchasing Agent.
- (2)** the supplies and services do not meet the specifications and needs of the County.
- (3)** the supplies and services exceed a fair market price.

(C) Indiana Rehabilitation Center.

Unless supplies or services are produced by and purchased from the Department of Correction, the Purchasing Agent shall purchase supplies and services from the Indiana Rehabilitation Center as listed in the Center's printed catalogue unless the Agent makes any of the following determinations:

- (1) the supplies or services cannot be furnished within a reasonable time as designated by the Purchasing Agent.
- (2) the supplies and services do not meet the specifications and needs of the County.
- (3) the supplies and services exceed a fair market price.

**266-14. Special Purchasing Methods**

A Purchasing Agent may make a purchase of supplies and services without soliciting bids or proposals in the following circumstances, provided, however, that the Purchasing Agent complies with the provisions of IC 5-22-10-2 and 5-10-22-10-3:

- (A) emergency conditions as authorized by IC 5-22-10-4.
- (B) savings to governmental body as authorized by IC 5-22-10-5.
- (C) auctions as authorized by IC 5-22-10-6.
- (D) data processing contract or license agreements as authorized by IC 5-22-10-7.
- (E) single source for supply as authorized by IC 5-22-10-8.
- (F) purchasing method impairs functioning of agency as authorized by IC 5-22-10-9.
- (G) no offer received under other purchasing method as authorized by IC 5-22-10-10.
- (H) evaluation of supplies or system containing supplies as authorized by IC 5-22-10-11.
- (I) governmental discount as authorized by IC 5-22-10-12.
- (J) single source for supply; award of contract as authorized by IC 5-22-10-13.
- (K) efficiency and economic advantages as authorized by IC 5-22-10-14.
- (L) purchase from a person who has a contract with a federal agency as authorized by IC 5-22-10-15.
- (M) acquisition of supplies through transfer from federal government as authorized by IC 5-22-10-16.
- (N) acquisition of supplies through an acceptance of gift as authorized by IC 5-22-10-17.

**266-15. Rule Making**

The Board of Commissioners may, from time to time, adopt rules to govern and facilitate the purchase of supplies and services which are not inconsistent with this Ordinance or IC 5-22.

**266-16. Effective Date**

This Ordinance is effective upon passage.

**266-17. Anti-nepotism requirements**

- (A) All purchases of supplies and services shall be conducted in accordance with the terms and provisions of IC 36-1-21, the terms and provisions of which are incorporated in this section by reference.
- (B) Each year, between December 15<sup>th</sup> and December 31<sup>st</sup>, each elected official, department head, and employee who acts as a purchasing agent, shall certify to the Board of Commissioners, in writing, the purchasing agent's compliance with this section and IC 36-1-21. The annual certification shall be made in the following form:

**SECTION 266-17 ANNUAL CERTIFICATION FORM**

I, \_\_\_\_\_, a purchasing agent for the following office or department of Monroe County, Indiana: \_\_\_\_\_, being first duly sworn, affirm and certify, subject to the penalties for perjury, that, during the calendar year \_\_\_\_\_, I did not violate the terms and provisions of Monroe County Code Section 266-17, and Indiana Code Chapter 36-1-21.

Dated this \_\_\_\_\_ day of December, \_\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Office)



- (C) It is the intent of this section to require full compliance with Indian Code 36-1-21. Where a term or provision set forth in this chapter differs from the incorporated terms and provisions of Indiana Code 36-1-21, the more restrictive or limiting term or provision shall take precedence.

**[end of chapter]**

Monroe County Ordinance 2019-35 is approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by the Board of Commissioners of Monroe County, Indiana.

**Monroe County Board of Commissioners**

“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: 9/25/2019

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*

New Monroe County Annual Forms - Annual Disclosure Form and Section 266-17 Annual Certification Form

*All Grants must complete the following*

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

*Or other identifying number*

Pass Through Entity

### Amount Received

Federal:

State:

Local Match:

Total Received:

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

Fund Name:

Fund Number

Amount:

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

Executive Summary:

The Internal Control Oversight Committee reviewed Monroe County's annual requirements, finding that the county has not been compliant to our policy in the recent past. To correct this non-compliance, the forms and process were organized and simplified.

In order to simplify the process, a procedure form was created as a guide. In addition, The Annual Disclosure Form, Outside Employment Form, Personnel Policy Acknowledgment, and Internal Control Training Certification were combined into one form. Further, The new Annual Disclosure Form now includes links to all information that the county is requiring employees to review annually. The new ADF is located on the shared drive in the 'Policy and Procedure' folder with other like information.

The Section 266-17 Anti-nepotism (purchasing agent form) Form was also revisited. The notary requirement proved to be unnecessary, and was removed to simplify this process as well. The Annual Procedure Form also address this process, and all information is located on the shared drive in the 'Policy and Procedure' folder.

Please review this information, and, if changes are not necessary, approve.

Person Presenting: Brianne Gregory

Department: Auditor

Attorney who reviewed: Lee Baker

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

Submitted by: Brianne Gregory

Date: 9.19.19

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

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

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Form Approved 1/1/19



## **Monroe County Annual Requirements – Procedure**

**1. Please locate the Annual Disclosure Packet on the S Drive:**

<S:\Policy and Procedure\ANNUAL DISCLOSURE PACKET-due 2.15.19>

**2. Locate the following items:**

- Annual Disclosure Form;
- Seasonal/Election/Temporary Employee Procedure Form;
- Conflict of Interest Form; and
- Department Folder.

**INSTRUCTIONS:**

- Department Head/Elected Official – Find the EO/DH/Supervisor Signature Page/Employee List for your department and check for accuracy
- DH/EO – Complete ‘Seasonal/Election/Temporary Employee Procedure Form For Annual Requirements’ if applicable
- DH/EO – Find Annual Disclosure Form and direct **ALL** employees to complete and return
- DH/EO – Find the Conflict of Interest and direct employees to complete if applicable. Review [Indiana Code 35-44.1-1-4](#) et seq. and/or consult County Legal with questions.
- DH/EO – Complete the EO/DH/Supervisor Signature Page/Employee List. Scan list into your department folder as one file labeled ‘(CURRENT YEAR) Annual Disclosure forms and list’
- **Due February 15**

**3. Open Chapter 266 Anti-Nepotism Packet (a/k/a Purchasing Agent Form) on the S Drive:**

<S:\Policy and Procedure\CHAPTER 266 ANTI-NEPOTISM PACKET-due 12.21.19>

**4. Locate the Section 266-17 Annual Certification Form and your department folder**

- Department Head/Elected Official – Review and complete purchasing agent list and annual certification form
- All Department Purchasing Agents – complete annual certification form
- DH/EO – save completed purchasing agent list and certification forms as one file labeled ‘(CURRENT YEAR) Purchasing Agent File’ in your department folder
- **Due December 21**





## Monroe County Annual Disclosure Form

(To be completed and returned to immediate supervisor between February 1 and February 15 of each year)

As an employee of Monroe County Government, I understand it is my responsibility to provide up-to-date and relevant information to my employer.

1. Please complete the information below:

Name: \_\_\_\_\_ Department: \_\_\_\_\_  
Job Title/Position: \_\_\_\_\_

Emergency Contact (name): \_\_\_\_\_  
Relationship: \_\_\_\_\_  
Emergency Contact's Cell Phone Number: \_\_\_\_\_

2. My payroll deductions and withholdings for taxes and benefits, including insurance, ARE consistent with my voluntary elections made during open enrollment or as amended:  
(*Doculivery instructions*):

☐ YES ☐ NO

If "NO," please explain below.

3. Please select the applicable statement(s):

3(a):

- ☐ My job description does not require me to have a driver's license.
- ☐ I do have a current and valid Indiana Driver's License, which has not been suspended and is not expired.
- ☐ I do NOT have a current and valid Indiana Driver's License. Please explain why below:

---

3(b):

**IF YOUR POSITION DOES NOT REQUIRE A DRIVERS LISCENSE, PLEASE SKIP TO QUESTION #4.**

- ☐ I have not been convicted or ticketed for a moving violation within the last twelve (12) months.
- ☐ I have been convicted or ticketed for a moving violation within the last twelve (12) months.  
Please provide a detailed explanation below.

---

**4. OUTSIDE EMPLOYMENT.**

**Are you employed outside of Monroe County Government?** Check which statement applies:

- ☐ **NO, I am NOT** employed outside of Monroe County Government. (This includes self-employment/business owner, employment by any other employer, or serving as a contractor with any other agency.)
- ☐ **YES, I AM** self-employed/an owner of a business, employed by another employer, or serving as a contractor with an agency.

**IF you answered 'YES' please complete the following information regarding your outside employment.**

4(a):

**Outside Employer:** \_\_\_\_\_

I understand that I must comply with Monroe County Policies detailed in the Personnel Policy Handbook, Section 9.5. I believe that my outside employment does not pose a conflict of interest with my current Monroe County position. I understand that I must satisfactorily perform my job responsibilities with Monroe County, including adhering to the County's scheduling demands regardless of any existing outside work requirements.

- ☐ **YES**                      ☐ **NO**

**5. PERSONNEL POLICY STATEMENT.**

The *Monroe County Personnel Policy Handbook* describes important information about employment with Monroe County Government, and I understand that I should consult the Monroe County Commissioners, Board of Judges, Monroe County Prosecuting Attorney, the Human Resources Department, and/or the Monroe County Legal Department regarding any question not answered in the Personnel Policy Handbook.

Since the information, policies, and benefits described within the policy are necessarily subject to change, I acknowledge that revisions to the Personnel Policy Handbook may occur. All such changes



will be communicated through official notices or through my supervisor, and I understand that revised information shall supersede, modify, or eliminate existing policies.

I understand that although Monroe County believes the descriptive materials contained in the Personnel Policy Handbook are accurate, some sections, such as the section regarding insurance, are only summaries. Any discrepancies between these summaries and the terms of the actual plans will be governed by the terms of the underlying, more detailed policies and procedures. Any questions regarding summaries, their underlying policies and procedures and any discrepancies between them should be directed through my elected official/department head to the Monroe County Commissioners, Board of Judges, the Monroe County Prosecuting Attorney, the Human Resources Department, or the Monroe County Legal Department.

Certain employees of Monroe County, including some employees of the Sheriff's Department, the Correctional Center, and the Highway Department, are covered by an employment contract. I acknowledge that, *unless I am covered by a union contract or applicable rule, regulation or law which states otherwise*, my employment is AT-WILL. The Personnel Policy Handbook is not, nor does it extend, a contract of employment. The Personnel Policy complements, but is not intended to contradict the term of any employment contract or any applicable local, state, or federal rule, regulation, or law. To the extent an issue is not covered in an employment contract or other applicable rule, regulation, or law, the Personnel Policy shall apply.

**I HAVE REVIEWED THE PERSONNEL POLICY HANDBOOK, AND I UNDERSTAND THAT IT IS MY RESPONSIBILITET TO READ AND COMPLY WITH THE POLICIES CONTAINED IN THE PERSONNEL POLICY HANDBOOK AND ANY SUBSEQUENT REVISIONS.**

☐ YES

☐ NO

**5(a).**

After reading Section 9.4 of the *Personnel Policy Handbook*, please check which one applies:

☐ I do **NOT** have a conflict of interest, as defined in Section 9.4 of the Personnel Policy Handbook.

☐ I **DO** have a conflict of interest, as defined in Section 9.4 of the Personnel Policy Handbook, and have completed the required disclosure form.

**5(b).**

I have reviewed Section 9.8 of the *Personnel Policy Handbook*, and understand that I must consult with my elected official/department head prior to releasing information which could be confidential by law. Please check which response applies:

☐ **YES**, I have reviewed and understand section 9.8 of the Personnel Policy.

☐ **NO**, I have not reviewed and/or do not understand section 9.8 of the Personnel Policy.

5(c).

After reading Section 2.2 of the *Personnel Policy Handbook*, please check which one applies:

☐ I do **NOT** believe I am in need of a reasonable accommodation in order to perform the essential functions of my job.

☐ I **DO** believe I am in need of a reasonable accommodation in order to perform the essential functions of my job. I have completed the appropriate form and proceeded in accordance with Section 2.2.

6. Internal Control Training and Certification is required by *Indiana Code 5-11-1-27(g)(2)*. Monroe County Government recognizes internal control is a process executed by officials and employees that is designed to provide reasonable assurance that the mission and objectives of Monroe County are achieved.

Complete internal control training as directed by your elected official/department head/supervisor. Review of the Monroe County Government Internal Control Policy, and/or the State Board of Accounts Internal Control Training Video, and/or discussion of internal control procedures with fellow employees and/or your supervisor are suggested training materials/options. Should you have further questions or concerns, please contact your department head and/or the Internal Auditor for assistance.

[Monroe County's Internal Control Policy](#)  
[State Board of Accounts Internal Control Training](#)

6(a).

**Certification of Training.**

I certify that I have received training concerning internal control standards and procedures as required by *Indiana Code 5-11-1-27(g)(2)*.

☐ YES

☐ NO

By my signature below, I state and affirm that the preceding answers provided above are true and accurate. I further understand that any omissions, or false information provided by me may be reason for disciplinary action, up to and including employment termination.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date



## **SEASONAL/ELECTION/TEMPORARY EMPLOYEE PROCEDURE FORM FOR ANNUAL REQUIREMENTS**

*Internal control training is required for ALL full-time Monroe County Employees. This form is only for Seasonal, election, or temporary employees.*

Seasonal Employee ☐ Election Employee ☐ Temporary Employee ☐

Department: \_\_\_\_\_  
Name of Employee: \_\_\_\_\_  
Position: \_\_\_\_\_  
Job Description: \_\_\_\_\_

Does this employee have access to funds, accept payments, order supplies/items, and/or accept purchases on behalf of the County, prepare claims, and/or have access to 'sensitive' County property:

YES ☐ NO ☐

If the answer to the above question is YES, this employee is required to complete the following annual forms/training:

- Annual Disclosure Form,
- Conflict of Interest Form (if applicable),
- Section 266-17 Annual Certification Form (a/k/a Purchasing Agent Form – if applicable), and
- Any Employment Forms Required by Human Resources.

If the answer to the question above is NO, this employee may be given an accommodation of exempt status for internal control training with department head (DH) or elected official (EO) approval. DH or EO must read the following and sign below in agreement before the employee is considered exempt from Internal Control Training.

I, \_\_\_\_\_, DH/EO for \_\_\_\_\_ have reviewed the information above and agree all is accurate and true to the best of my knowledge. I

understand should the employee's job description change, they may be required to complete all of Monroe County's annual requirements.

DH or EO APPROVES exempt status ☐

DOES NOT approve exempt status ☐

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Annual Requirement List for Internal Control Training Exempt Status Employees:**

- Annual Disclosure Form (all sections EXCEPT Internal Control Training and Certification)
- Conflict of Interest Form (if applicable), and
- Any Employment Forms required by Human Resources.





**Annual Requirement Signature Page/Employee List**  
**(Elected Official/Department Head/Supervisor)**

**INSTRUCTIONS:**

1. Review the 'Monroe County Annual Requirement – Procedure' form.
2. Review the employee list for accuracy and make edits as needed.
3. Please make certain that you have received the necessary form(s) from your employees and that the information is complete.
4. Once you have completed the steps above, review the statement below the Employee List, print this form and sign, indicating you have reviewed and provided all necessary information.

**2019 Assessor's Office Employee List:**

(Strike out former employees, and add new employees.)

<b>LAST</b>	<b>FIRST</b>
Axsom	Connie
Babcock	Tess
Boswell	Rebecca
Bultman	Jackie
Clark	Barbara
Davis	Jack
Druin	Neely
Goveia	Alexandra
Graham	Michelle
Hawkins	Jennifer
Jordan	Laura
Moat	Charlotte
Purtlebaugh	Tonya
Reeves	Vickey
Sharp	Judith
Sloan	Merrie
Smith	Lindsey
Surface	Lisa
VanBuskirk	Elizabeth
Warner	Daniel


**Missing Annual Requirements:**

(Please list the employee, missing information, reason for missing information, and anticipated collection date.)

<b>EMPLOYEE (last, first)</b>	<b>Missing Form(s)</b>	<b>Reason for Missing Form(s)</b>	<b>Anticipated Collection Date</b>

*Monroe County Annual Requirements are a condition of employment. Please report any non-compliance to Human Resources.*

By my signature below, I acknowledge I have reviewed, discussed, and determined that all Monroe County Annual Requirements have been completed, per the procedure form, by all of the Assessor's office employees unless documented in the designated preceding space above.

\_\_\_\_\_  
DH/EO/ Signature

\_\_\_\_\_  
Date

## **Chapter 266 Anti-Nepotism/Purchasing Agent List**

**Per Monroe County Code (MCC) Chapter 266-3, the Board of Commissioners designated the following people to serve as Purchasing Agents for Monroe County Government:**

1. All elected County officials;
2. All elected Circuit Court Judges;
3. The Director of Court Services;
4. The County Highway Superintendent and Engineer;
5. All appointed County Department Heads; and
6. All employees designated by his or her department head on this list/register maintained by the County Auditor.

**INSTRUCTIONS:**

1. Complete the Purchasing Agent List per MCC Section 266 and Indiana Code 36-1-21 et seq.
2. Have all purchasing agents complete the Section 266-17 Annual Certification Form.
3. Complete the form if you have not already completed.
4. Once you have completed the steps above, review the statement below the employee list, and sign electronically.

**DEPARTMENT: ASSESSOR**

**YEAR: 2019****PURCHASING AGENT LIST:**[illegible]

**By my signature below, I acknowledge I have completed the above steps, in addition to discussing and/or reviewing applicable code with my department purchasing agents. I further acknowledge that I have listed all department purchasing agents in compliance with Monroe County Code Section 266 and Indiana Code 36-1-21 et seq.**

**DH/EO Signature**

**Date**

## SECTION 266-17 ANNUAL CERTIFICATION FORM

I, \_\_\_\_\_, a purchasing agent for the **following office or department** of Monroe County, Indiana: \_\_\_\_\_, being first duly sworn, affirm and certify, subject to the penalties for perjury, that, during the calendar year **2019**, I did not violate the terms and provisions of Monroe County Code Section 266-17, and Indiana Code Chapter 36-1-21 et seq.

Name: \_\_\_\_\_

Department: \_\_\_\_\_

Date: 8.21.19 \_\_\_\_\_

\_\_\_\_\_  
Signature



MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: September 25, 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 First Appraisal Group regarding  
Appraisal services for the Ledge wall project.

*All Grants must complete the following*

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

*Or other identifying number*

Pass Through Entity

**Amount Received**

Federal:

State:

Local Match:

Total Received:

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

Fund Name: 2016 GO Bond B

Fund Number 4808

Amount: \$5,250

*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 is for Appraisal services for valuing the Quarry property.

Person Presenting: Jeff Cockerill

Department: Legal

Attorney who reviewed: Jeff Cockerill

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

Submitted by: Jeff Cockerill

Date: 9/25/19

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

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



## Real Estate Appraisal Proposal

**Date of Agreement:**

September 16, 2019

**Parties to Agreement****Client:**

Monroe County  
c/o E. Jeff Cockerill, Monroe County Attorney  
The Monroe County Legal Department  
Courthouse Room 220  
100 W Kirkwood Ave,  
Bloomington, IN 47404

**Appraisal Firm:**

First Appraisal Group, Incorporated  
1569 South Piazza Drive  
Bloomington, IN 47401  
(812) 337-0772  
[info@firstappraisalgroup.com](mailto:info@firstappraisalgroup.com)

**Property Identification**

Three groups of vacant land located near the corner of I-69 and State Road 46.

Group 1: 53-05-29-200-004.000-004  
53-05-30-100-001.000-004

Group 2: 53-05-30-100-002.000-004  
53-05-30-100-009.000-004  
53-05-30-100-007.000-004  
53-05-30-100-004.000-004

Group 3: 53-05-30-400-014.002-004

**Property Type**

Vacant Land

**Interests Valued**

Fee Simple

**Intended Users**

Monroe County  
c/o E. Jeff Cockerill, Monroe County Attorney

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

**Intended Use**

To establish the market value of each property; potential purchase.

**Type of Value**

Market Value as defined within the report.

**Date of Value**

Date of property viewing.

**Hypothetical Conditions, Extraordinary Assumptions**

None anticipated.

**Applicable Requirements**

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

**Anticipated Scope of Work**

**Site Visit**

On-site visit

**Valuation Approaches**

To be determined by appraiser.

**Appraisal Report**

Three narrative reports, one for each parcel group.

**Contact for Property Access, If Applicable**

To be provided by client.

**Delivery Dates**

Approximately 30 days from engagement and property visit.

**Delivery Method**

Electronic (PDF) only.

**Number of Copies**

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

**Payment to Appraiser**

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

**Proposed Improvements**

None

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

Available survey of acreage or any other available documents.

*Please note that these documents are requested only if they are available, and it is not necessary to create new documents.*

**Confidentiality**

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

**Changes to Agreement**

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

**Cancellation**

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

**No Third Party Beneficiaries**

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

**Use of Employees or Independent Contractors**

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



**Appraiser Independence**

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

**Testimony at Court or Other Proceedings**

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

<b>Fee</b>	<u>Group 1:</u> 53-05-29-200-004.000-004	
	53-05-30-100-001.000-004	\$1,750
	<u>Group 2:</u> 53-05-30-100-002.000-004	
	53-05-30-100-009.000-004	
	53-05-30-100-007.000-004	
	53-05-30-100-004.000-004	\$1,750
	<u>Group 3:</u> 53-05-30-400-014.002-004	<u>\$1,750</u>
	Total all three groups:	\$5,250

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

**Other Services to Be Provided By the Appraiser**

Additional work based on hourly rate of **\$400.00** per hour.

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

**Expiration of Agreement**

This Agreement is valid only if signed by both Appraiser and Client within **60** days of the Date of Agreement specified.

**Governing Law and Jurisdiction**

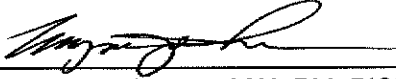
The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Indiana.

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

Thank you,

First Appraisal Group, Incorporated

Client

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

By: \_\_\_\_\_  
Monroe County  
E. Jeff Cockerill, Monroe County  
Attorney

Date: September 16, 2019

Date: \_\_\_\_\_

## Parcel Identification – Group 1



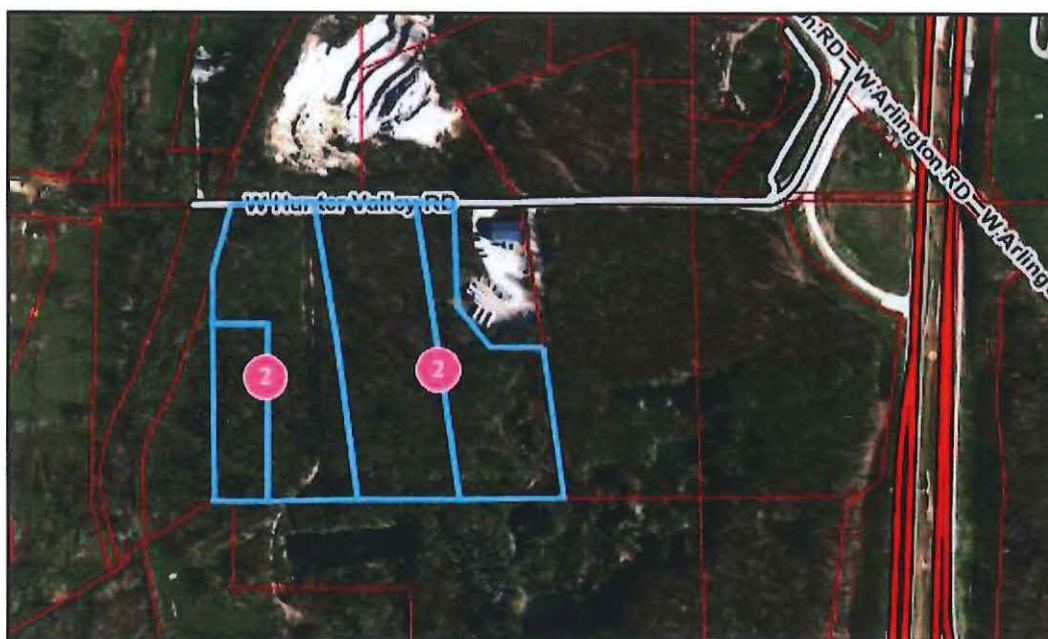
## Parcel Information

Owner Name	Yates, Helen Catherine Trust
Owner Address	5224 E Hyde Port Columbus, In 47203
Parcel Number	53-05-29-200-004.000-004
Alt Parcel Number	012-12615-00
Property Address	W Hunter Valley Rd, Bloomington, In 47408
Property Class Code	300
Property Class	Vacant Land
Neighborhood	Bloomington Twp - Quarry - Com - A, 53004078-004
Legal Description	012-12615-00 PT NW NW 29-9-1W 6.61A; PLAT 1

## Parcel Information

Owner Name	Yates, Helen Catherine Trust
Owner Address	5224 E Hyde Port Columbus, In 47203
Parcel Number	53-05-30-100-001.000-004
Alt Parcel Number	012-12740-00
Property Address	W Hunter Valley Rd, Bloomington, In 47408
Property Class Code	300
Property Class	Vacant Land
Neighborhood	Bloomington Twp - Quarry - Com - A, 53004078-004
Legal Description	012-12740-00 PT NE NE 30-9-1W 7.96A; PLAT 10

## Group 2



## Parcel Information

Owner Name	Francis, Kathy J
Owner Address	1555 S Pine Ridge Dr Martinsville, In 46151
Parcel Number	53-05-30-100-009.000-004
Alt Parcel Number	012-12740-02
Property Address	W Hunter Valley Rd, Bloomington, In 47408
Property Class Code	400
Property Class	Vacant Land
Neighborhood	22 Bloomington Twp - Com- A, 53004060-004
Legal Description	012-12740-02 PT NE NE 30-9-1W 5.01A



**Parcel Information**

Owner Name	Francis, Kathy J
Owner Address	525 Nick Court Martinsville, In 46151
Parcel Number	53-05-30-100-002.000-004
Alt Parcel Number	012-12740-01
Property Address	2001 W Hunter Valley Rd, Bloomington, In 47404
Property Class Code	400
Property Class	Vacant Land
Neighborhood	22 Bloomington Twp - Com- A, 53004060-004
Legal Description	012-12740-01 PT NE NE 30-9-1W 3.23A

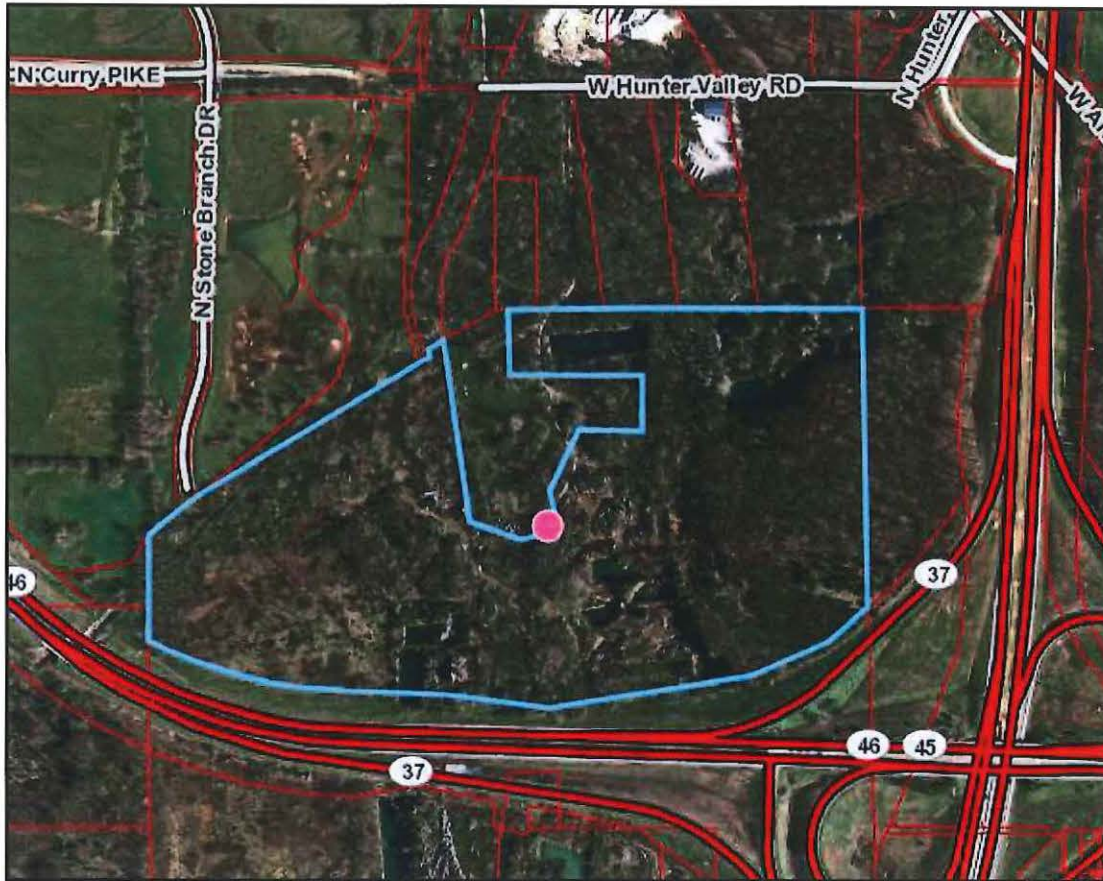
**Parcel Information**

Owner Name	Francis, Kathy Jo
Owner Address	525 Nick Court Martinsville, In 46151
Parcel Number	53-05-30-100-007.000-004
Alt Parcel Number	012-12740-04
Property Address	W Hunter Valley Rd, Bloomington, In 47408
Property Class Code	400
Property Class	Vacant Land
Neighborhood	22 Bloomington Twp - Com- A, 53004060-004
Legal Description	012-12740-04 PT NE NE 30-9-1W 5.02A; PLAT 100

**Parcel Information**

Owner Name	Francis, Kathy J
Owner Address	525 Nick Court Martinsville, In 46151
Parcel Number	53-05-30-100-004.000-004
Alt Parcel Number	012-12740-03
Property Address	N Crescent Rd, Bloomington, In 47404
Property Class Code	400
Property Class	Vacant Land
Neighborhood	22 Bloomington Twp - Com- A, 53004060-004
Legal Description	012-12740-03 PT NE NE 30-9-1W 1.63A; PLAT 99

## Group 3



## Parcel Information

Owner Name	Ledge Wall Quarry Llc
Owner Address	C/o Ronald Rechel Po Box 26 Washburn, Wi 54891
Parcel Number	53-05-30-400-014.002-004
Alt Parcel Number	012-02220-02
Property Address	2017 W Hunter Valley Rd, Bloomington, In 47401
Property Class Code	300
Property Class	Vacant Land
Neighborhood	Bloomington Twp - Quarry - Com - A, 53004078-004
Legal Description	012-02220-02 Bennetts Quarry Lot 2A (62.37 Acre part in section 30 see 012-12600-00 for part in section 29)

## **General Assumptions and Limiting Conditions**

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

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

required to discover them. The intended user is urged to retain an expert in this field, if desired.

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

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

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



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

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

**ASHLEY JOHNSON, MAI**

ajohnson@firstappraisalgroup.com

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**EDUCATION**

Indiana University (*June 2008*)

Bachelor of Science in Public Affairs

School of Public and Environmental Affairs

**APPRAISER LICENSE AND DESIGNATIONS**

Indiana Certified General Appraiser (CG41001246 expires June 30, 2020)

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

**PROFESSIONAL EXPERIENCE**

First Appraisal Group, Incorporated

President (*2009-Present*)

Staff Appraiser (*2006-2009*)

**APPRAISAL EDUCATION**

- Audit of General Appraiser Income Approach Part 1 (*March 2017*), approved as Appraisal Institute Instructor
- Audit of General Appraiser Site Valuation and Cost Approach (*January 2017*), approved as Appraisal Institute Associate Instructor (no teaching experience as of 02/01/2018)
- Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets (*February 2013*)
- Supervisory Appraiser Training Course (*December 2012*)
- Advanced Applications (*July 2010*)
- Advanced Sales Comparison and Cost Approaches (*April 2010*)
- Report Writing and Case Studies (*February 2010*)
- General Appraiser Site and Cost Approach (*May 2009*)
- Advanced Income Capitalization (*February 2009*)
- General Appraiser Report Writing and Case Studies (*December 2008*)
- General Appraiser Income Approach Part 2 (*December 2008*)
- General Appraiser Income Approach Part 1 (*November 2008*)
- General Appraiser Sales Comparison Approach (*November 2008*)
- General Appraiser Market Analysis and Highest and Best Use (*November 2008*)
- Real Estate Finance, Statistics and Valuation Modeling (*October 2008*)
- Small Residential Income Property Valuation (*July 2006*)
- Uniform Standards of Professional Appraisal Practice (*July 2006*)
- Procedures of Real Estate Appraisal and Single Family Appraisal (*June 2006*)
- Principles of Real Estate Appraisal and Single Family Appraisal (*June 2006*)

**APPRAISAL SEMINARS AND PROGRAMS**

- USPAP Update (*January 2018*)
- Uniform Appraisal Standards for Federal Land Acquisitions: Practical Applications (*June 2017*)
- Business Practice and Ethics (*April 2016*)
- USPAP Update (*December 2015*)
- Appraisal Scoping: How to Target Client's Needs (*September 2015*)
- A Day with the Indiana Real Estate Appraiser License & Certification Board (*April 2015*)
- USPAP Update (*June 2014*)
- USPAP Update (*December 2011*)
- Business Practice and Ethics (*February 2011*)
- USPAP Update (*October 2009*)
- INDOT Appraisal Training Seminar (*June 2008*)
- Business Practice and Ethics (*April 2008*)

#### **APPRAISAL INSTITUTE INVOLVEMENT**

- Hoosier State Chapter of the Appraisal Institute, President, 2019
- Hoosier State Chapter of the Appraisal Institute, Vice President, 2018
- Appraisal Institute Governance Structure Project Team, 2018-current
- Appraisal Institute Leadership Development and Advisory Council, 2018; Alternate Discussion Leader
- Appraisal Institute University Relations Panel, 2018
- Hoosier State Chapter of the Appraisal Institute, Secretary/Treasurer, 2017
- Hoosier State Chapter of the Appraisal Institute, Finance Committee Chair, 2017
- Appraisal Institute Leadership Development and Advisory Council, 2017
- Appraisal Institute Leadership Development and Advisory Council, 2016
- Hoosier State Chapter of the Appraisal Institute Website Committee 2016-Present
- Hoosier State Chapter of the Appraisal Institute, Government Relations Committee Chair 2016
- Appraisal Institute Leadership Development and Advisory Council, 2015
- Hoosier State Chapter of the Appraisal Institute, Board of Directors, Director, 2015
- Hoosier State Chapter of the Appraisal Institute, Government Relations Committee Member, 2015

**WAYNE JOHNSON II, MAI, RM, MRICS**

wjohnson@firstappraisalgroup.com

**EDUCATION**

Indiana University (May 1975)

Bachelor of Science, School of Business

**APPRAISER LICENSE AND DESIGNATIONS**

- MAI (10996 Issued May 1996; Certified through Dec. 31, 2021)
- RM (2172 Issued Nov 1987, Certified through Dec. 31, 2021)
- Indiana Certified General Appraiser License (CG69100499 Issued 1992; expires June 30, 2020)
- Indiana Real Estate Broker (RB14009341; Issued 1984; expires June 30, 2020)
- Royal Institution of Chartered Surveyors 6428758 (MRICS) Issued July 17, 2013

**PROFESSIONAL EXPERIENCE**

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

**APPRAISAL EDUCATION**

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

**BUSINESS AND PROFESSIONAL AFFILIATIONS**

- Bloomington Board of Realtors; Indiana Association of Realtors
- National Association of Realtors
- Bloomington Chamber of Commerce
- Indiana Assessor/Appraiser Level I and Level II (inactive)
- International Right-of-Way Association
- Member; Indiana Real Estate Appraiser Certification Board  
January, 2006–present
- Vice Chairman, Indiana Real Estate Appraiser Certification Board  
January, 2008–January 2009
- Chairman, Indiana Real Estate Appraiser Certification Board  
January, 2010–January 2012
- Secretary and Treasurer, Hoosier State Chapter, Appraisal Institute  
January, 2008 –January 2009
- Vice President , Hoosier State Chapter, Appraisal Institute  
January, 2009–January 2010
- President, Hoosier State Chapter, Appraisal Institute  
January, 2010–January 2011
- Bloomington Economic Development Corporation Board of Directors  
January, 2010–2017
- Bloomington Economic Development Corporation Member  
January 2017 to present
- Advisory Board Member, I.U. Center for Real Estate Studies; Kelly School of Business  
January, 2012– present



MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: September 25, 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

Building Associates, Inc. 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:

Fund Number:

Amount:

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

Executive Summary:

The Contract dated November 30, 2018 between Monroe County and Building Associates, Inc. contained provisions that were not reflective of the Request for Bids or the Accepted Bid, therefore the Contract needs to be amended.

Person Presenting: Angie Purdie, Comm. 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 18, 2019

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

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

**AMENDMENT TO AGREEMENT WITH BUILDING ASSOCIATES, INC.**

WHEREAS, a contract dated November 30, 2018 between Monroe County Board Of Commissioners and Building Associates, Inc. contained provisions that were not reflective of the Request for Bids or the accepted Bids; and,

WHEREAS, both parties agree that the contract should be amended to reflect the bid project.

The Parties agree that the contract dated November 30, 2018 between Monroe County Board Of Commissioners and Building Associates, Inc., be amended as follows:

Section 4.1 Shall be amended to read as follows: "The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Million Two Hundred Ninety-Five Thousand Four Hundred Dollars (\$2,295,400), subject to additions and deductions as provided in the Contract Documents."

Section A.3.3.2.1 shall not be marked as requiring the Contractor to provide Builders' Risk Property Insurance. The Owner will provide the Builders' risk Insurance.


No other changes to the contract documents are changed as a result of this Amendment.

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

Building Associates, Inc

Board of Commissioners of Monroe County

by \_\_\_\_\_

  
Julie Thomas, President

Date \_\_\_\_\_

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

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

RQAW Corporation; Project Architect

  
Hank Cowden, Construction Admin.

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Section A.3.3.2.1 shall not be marked as requiring the Contractor to provide Builders' Risk Property Insurance. The Owner will provide the Builders' risk Insurance.

No other changes to the contract documents are changed as a result of this Amendment.

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

Building Associates, Inc

Board of Commissioners of Monroe County

by Martin Vandinter Julie Thomas, President

Date 9/18/2019 ATTEST: \_\_\_\_\_, 2019

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

RQAW Corporation; Project Architect

Hank Cowden  
Hank Cowden, Construction Admin.



MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: September 25, 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*

MCG buildings lawn and flower Maintenance agreement with Mother Nature Landscaping

*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 1000-0068

Amount: \$5,000-\$16,000

*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:

A full year of service is \$25,406.00

This agreement provides bi weekly flower bed maintenance, planting of seasonal flowers (spring, summer and fall), fertilization of the flower beds (including our native plants and young trees) and bi yearly pruning/dead-heading fertilizing of all plantings excluding existing lawn and trees.

The \$5,000-\$16,000.00 range accounts for the minimum amount anticipated to initiate this service this year and a possible maximum amount dependent upon where we may want to start in the agreement.

This agreement covers the following buildings:

Courthouse

Health Building

Showers Building North

Justice/Curry

Johnson Hardware

Live Wall/parking garage

Person Presenting: Angela Purdie

Department: Board of Commissioners

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

Attorney who reviewed: Jeff Cockerill

Submitted by: Angie

Date: 9/20/19

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

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

Page 73 of 97

Form Approved 1/1/19





4848 S WALNUT ST. PIKE - 812.339.5296

Courthouse Staircase Landscape Beds @ 12 Beds

Labor: Remove and Haul Existing Plant Material/Grade Beds as Needed/Install

Color Enhanced Mulch \$2,450

Plant Material for Landscape Beds

(120) Variegated Liriope 1gal \$12/\$1,440

(80) Catmint 1gal \$12/\$960

(40) Black Eye Susan 1gal \$12/\$480

(30) Assorted Coneflower \$12/\$360

(30) Shasta Daisy 1gal \$12/\$360

(25) Fall Flowering Sedum \$12/\$300

Plant Total: \$3,900

Plant Installation/Delivery: \$2,430

Project Total: \$8,780 +tax

Perennials can be selected by the Commissioner's. The above were selected for ease of Maintenance and long bloom periods. It is recommended they be planted in layers and groupings for high visual impact. Please let me know if you have Questions.

  
Mother Nature Landscaping

  
Date

\_\_\_\_\_  
Monroe County Commissioners

\_\_\_\_\_  
Date

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: September 25, 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 Mother Nature Landscaping to refresh the Courthouse staircase landscape beds

*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 1000-0068

Amount: \$8,780.00

*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 provides for the removal of the plant material, repair beds, install plants and mulch. The recommended flowers were based upon ease of maintenance and length of bloom.

Person Presenting: Angela Purdie

Department: Board of Commissioners

Attorney who reviewed: Jeff Cockerill  
*County Legal Review required prior to submission of this form for all contracts*

Submitted by: Angie

Date: 9/20/19

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

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



4848 S WALNUT ST. PIKE - 812.339.5296

LIVE WALL Parking garage  
Flowers/Plants

576

550 \$ 1,126.00

April - September	Bi-weekly Flower bed maintenance (weeding deadheading, small pruning)	planting of seasonal flowers/spring/su mmer/fall	fertilizing ALL flower beds (includes native plants) and young trees	pruning / deadheading/fertilizi ng all plantings (exluding lawn and trees) JUNE/NOVEMBER	
Courthouse	\$ 3,120.00	\$ 2,925.00	\$ 1,450.00	\$ 2,050.00	
Health Building	\$ 1,800.00	\$ 1,050.00	\$ 375.00	\$ 850.00	
Showers Building (north)	\$ 3,120.00	\$ 1,350.00	\$ 675.00	\$ 1,550.00	
Justice/Curry	\$ 1,200.00	\$ 1,050.00	\$ 110.00	\$ -	
Johnson Hardware	\$ 880.00	\$ 600.00	\$ 125.00	\$ -	
	\$ 10,120.00	\$ 6,975.00	\$ 2,735.00	\$ 4,450.00	\$ 25,406.00

  
Mother Nature Landscaping

9/19/19  
Date

\_\_\_\_\_  
Monroe County Commissioners

\_\_\_\_\_  
Date



MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 9/25/2019

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*

Award to Milestone Contractors for the Cherry Lane Stormwater Project

*All Grants must complete the following*

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

*Or other identifying number*

Pass Through Entity

Amount Received

Federal:

State:

Local Match:

Total Received:

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

Fund Name: Stormwater

Fund Number 1197

Amount: \$235,000.00

**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:

Bids were advertised according to the Indiana Code requirements and opened at a public meeting on September 18, 2019. Three bids were opened and read. The lowest, most responsive bidder was Milestone Contractors, L.P. We would like to award the project to Milestone.

Person Presenting: Lisa Ridge

Department: Highway

County Legal Review required prior to submission of this form for all contracts  
Attorney who reviewed: Jeff Cockerill

Submitted by: Lisa Ridge

Date: September 19, 2019

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

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





# CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

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

Prescribed by State Board of Accounts

## PART I

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

Date: SEPTEMBER 18, 2019

1. Governmental Unit (Owner): MONROE COUNTY HIGHWAY DEPARTMENT
2. County: MONROE
3. Bidder (Firm): MILESTONE CONTRACTORS, L.P.  
Address: 4755 WEST ARLINGTON ROAD  
City/State: BLOOMINGTON, INDIANA 47404
4. Telephone Number: (812) 330-2037
5. Agent of Bidder (if applicable): MITCH HOLLAND

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of CHERRY LANE DRAINAGE IMPROVEMENTS PROJECT

(Governmental Unit) in accordance with plans and specifications prepared by \_\_\_\_\_

\_\_\_\_\_ and dated SEPTEMBER 18, 2019 for the sum of

TWO HUNDRED THIRTY-FIVE THOUSAND AND 00/100 \$ \$235,000.00

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

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

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

### CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

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

## ACCEPTANCE

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

Contracting Authority Members:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Governmental Unit: MONROE COUNTY HIGHWAY DEPARTMENT

Bidder (Firm): MILESTONE CONTRACTORS, L.P.

Date (month, day, year): SEPTEMBER 18, 2019

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

## SECTION I EXPERIENCE QUESTIONNAIRE

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

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
\$90,947,475.00	ROAD CONSTRUCTION	2018	INDIANA FINANCE AUTHORITY, R-37096-A, I-69 MAJOR MOVES 2020 EXPANSION, ONE NORTH CAPITOL AVE., SUITE 900, INDIANAPOLIS, IN
\$8,293,000.00	ROAD CONSTRUCTION	2018	INDIANA DEPARTMENT OF TRANSPORTATION, R-37248-A, 3650 SOUTH US 41, VINCENNES, IN
\$12,650,201.55	ROAD CONSTRUCTION	2018	CITY OF LAFAYETTE, SAGAMORE PKWY PHASE 3, 20 N. 6 <sup>TH</sup> ST., LAFAYETTE, IN
\$2,379,268.31	ROAD CONSTRUCTION	2018	WAYNE COUNTY COMMISSIONERS, GARR-JACKSON ROAD, 401 E. MAIN ST., RICHMOND, IN

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

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
\$9,997,000.00	ROAD CONSTRUCTION	2019	INDIANA DEPARTMENT OF TRANSPORTATION, R-37492-A, 32 SOUTH BROADWAY ST., GREENFIELD, IN
\$6,583,677.66	ROAD CONSTRUCTION	2019	INDIANA DEPARTMENT OF TRANSPORTATION, RS-39977-A, 41 WEST 300 NORTH, CRAWFORDSVILLE, IN
\$4,576,500.00	ROAD CONSTRUCTION	2019	ANDERSON MUNICIPAL AIRPORT, RUNWAY 12-30 REHABILITATION, 282 AIRPORT RD., ANDERSON, IN
\$60,837,502.00	ROAD CONSTRUCTION	2019	INDIANA DEPARTMENT OF TRANSPORTATION, R-39226-A, 185 AGRICO LANE, SEYMOUR, IN

**Bledsoe Riggert Cooper James**  
LAND SURVEYING • CIVIL ENGINEERING • GIS

September 18, 2019

David Schilling  
County Attorney  
Monroe County Legal Department  
100 W Kirkwood Ave  
Bloomington, IN 47404

via email: dschilling@co.monroe.in.us

RE: Cherry Lane Drainage Improvement Project - Recommendation of Award

Dear Dave:

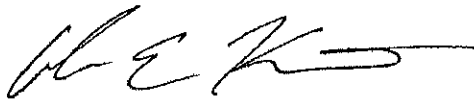
We reviewed the results of the September 18, 2019 Bid Opening for the Monroe County Highway Department Cherry Lane Drainage Improvement Project. The results of the bid opening indicate that Milestone Contractors, LP. is the apparent low bidder considering their Lump Sum Base Bid of \$235,000.00. As there are no bid alternates, for this project, the total award amount would be **\$235,000.00.**

I spoke to Mitch Holland of Milestone Contractors following the bid opening, and confirmed that they are comfortable with their bid and they are prepared to have the work substantially complete no later than December 31, 2019.

Based on available funding and the condition that all aspects of the Milestone Contractors bid documents are consistent with the requirements of Monroe County, we recommend that the award of this project be made to Milestone Contractors, LP.

If you have any questions regarding our recommendation, please contact me at your convenience.

Sincerely,



Andrew E. Knust, PE  
Senior Engineer

ec: Terry Quillman, MCHD  
Paul Satterly, MCHD  
Lisa Ridge, MCHD  
Bill Riggert, BRCJ

xc: File – Project No. 9514

Cherry Lane Drainage - Recommendation of Award Letter\_2019-09-18

**BRCJ 9415 - Cherry Lane Drainage Improvement Project****Monroe County Board of Commissioners - on behalf of Monroe County Highway Department**

A/E Firm: Bledsoe Riggert Cooper James

Bid Opening: September 18, 2019

**Anticipated Bidders:**

Milestone Contractors, LP

Crider &amp; Crider, Inc.

E&amp;B Paving, Inc.

Conexco, Inc.

Infrastructure Systems, Inc.

	Crider & Crider, Inc.	E&B Paving, Inc.	Conexco, Inc.	Milestone Contractors, LP	Infrastructure Systems, Inc.	Engineer's Estimate
Base Bid	437,443	—	408,250	235,000	—	\$290,000
(No Alternates)						
Addenda Acknowledged	142		142	142		
Specified Completion Date: December 31, 2019						



Bledsoe Riggert Cooper James  
Project No. 9514  
August 28, 2019

Monroe County Highway Department  
Cherry Lane Drainage Improvements Project  
Construction Documents

### Section 000400 - BID FORM

#### BIDS ARE REQUESTED FOR:

Monroe County Highway Department  
Cherry Lane Drainage Improvements Project  
BRCJ Project No.: 9514

#### BIDS SHALL BE SUBMITTED TO:

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

#### BID SUBMITTED BY:

MILESTONE CONTRACTORS, LP  
4755 W. ARLINGTON ROAD  
BLOOMINGTON, IN 47404

(Bidder's name and  
address of record)

#### ACKNOWLEDGMENTS

By submitting this bid, the Bidder acknowledges that:

- The Owner has a right to waive irregularities and to reject this bid.
- The Bidder agrees, if the bid is accepted, to enter into an Agreement with the Owner and to use the agreement form included in the Project Manual.
- The Bidder's signature acknowledges receipt of the bidding documents.
- The Bidder has examined and is familiar with local conditions, laws and regulations.
- The Bidder has examined the site and all documents and is familiar with both.
- The Owner may dispose of the security deposit as described in the Instructions to Bidders.
- The Bidder accepts the determinations in the supplementary conditions regarding information upon which the Bidder can rely, as well as Bidder's responsibility to obtain additional data.
- The Owner reserves the right to reject any and all bids.
- The undersigned, in compliance with the "Advertisement to Bid" and "Instructions to Bidders," proposes to perform the Work in accordance with Contract Documents prepared by Bledsoe Riggert Cooper James.
- The undersigned, having examined the Contract Documents and related documents and the Site of the proposed Work and being familiar with all the conditions affecting the construction of the proposed Work, including the availability of materials and supplies, agrees to furnish all labor and materials, equipment and services necessary for the proper completion of the Work, at the prices stated below, which stated sums include taxes, fees and all other charges applicable to materials, appliances, labor and all things subject to and upon which taxes or other charges be levied.

#### BID DURATION

The Bidder agrees to hold the bid open for a period of 90 days after the date of the bid opening.

Bledsoe Riggert Cooper James  
Project No. 9514  
August 28, 2019

Monroe County Highway Department  
Cherry Lane Drainage Improvements Project  
Construction Documents

#### ADDENDA IDENTIFICATION

The Bidder hereby acknowledges receipt of an inclusion in the Bid of the following issues of addenda, if any, distributed by the Engineer.

ADDENDUM NO. AND DATE					
No. <u>1</u>	Date <u>9/9/19</u>	No. <u>2</u>	Date <u>9/16/19</u>	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____	No. _____	Date _____

#### BID AMOUNTS:

The Contractor shall pay consumer, use and similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

The Owner is exempt from payment of Indiana sales tax. Refer to the Additional Information for Bidders for a description of the procedure for processing this item.

#### BASE BID:

In the Base Bid prices, the amounts shall be shown in both words and figures. In case of discrepancy between the words and the figures, the words shall govern.

TWO HUNDRED THIRTY-FIVE THOUSAND AND 00/100 Dollars (\$ 235,000.00 )  
(written amount) (numerals)

#### UNIT PRICES

1. The following Unit Prices shall include all costs necessary for the complete installation of the materials or items indicated, including materials, labor, equipment, operations, administration, overhead, profit and taxes (if applicable).
2. These Unit Prices shall be used to determine the costs for changes in the work during the construction period, when agreed upon by the Owner. They will be used to add-to or deduct-from the respective Base Bid Allowances.
3. The Bidder shall submit Unit Prices for the following, plus any other Unit Prices requested in the Bidding Documents, in the manner indicated.

<u>Item</u>	<u>Unit</u>	<u>Price</u>
1. Add 4" perforated HDPE underdrain pipe, top of pipe installed 14" below finished grade, wrapped in non-woven geotextile and surrounded on all sides by 4" thickness of INDOT No. 8 Stone	Linear Foot	\$ <u>12.00</u>
2. Remove stone base, subsoil, or other unsuitable materials and replace with compacted INDOT Type 'O' No. 53 aggregate.	Cubic Yard	\$ <u>65.00</u>
3. Provide and install stone base reinforcement Tensar Geogrid BX 1200 or approved equal.	Square Yard	\$ <u>3.50</u>

#### COMPLETION DATE

The work shall be substantially complete on or before December 31, 2019.

#### ATTACHMENT SUPPLEMENTS


The bidder includes with the Bid submission the following attachments:

- Bid Bond
- Non-collusion affidavit
- Form 96
- E-Verify

Bledsoe Riggert Cooper James  
Project No. 9514  
August 28, 2019

Monroe County Highway Department  
Cherry Lane Drainage Improvements Project  
Construction Documents

**BID CLOSING**

<p>This Bid is submitted this <u>18TH</u> day of <u>SEPTEMBER</u>, 20<u>19</u>.</p> <p>By <u>MILESTONE CONTRACTORS, LP</u> (Name of Firm)</p> <p><u>MITCH HOLLAND / DIRECTOR OF ESTIMATING</u> (Name and Title of Person Authorized to Sign)</p> <p><u>4755 W. ARLINGTON ROAD</u> (Business Address)</p> <p><u>BLOOMINGTON, IN 47404</u> (City, State, Zip)</p> <p>Phone No. <u>812.330.2037</u> Fax No. <u>812.330.2118</u></p> <p>Please check as appropriate: LIMITED <input checked="" type="checkbox"/> <u>X</u> A partnership between: MILESTONE CONTRACTORS, LP BY CONTRACTORS UNITED INC- GENERAL PARTNER <input type="checkbox"/> An Individual <input type="checkbox"/> A corporation organized under the laws of the State of _____</p>	<p>Seal</p> 
--	---

**END OF BID FORM DOCUMENT 000400**

Bledsoe Riggert Cooper James  
Project No. 9514  
August 28, 2019

Monroe County Highway Department  
Cherry Lane Drainage Improvements Project  
Construction Documents

## SECTION 000410 - SUBCONTRACTOR AND SUPPLIERS LIST

### DESCRIPTION:

In compliance with Form 96, as required by the Indiana State Board of Accounts, the apparent low bidder and second low Bidder for each Contract shall provide one (1) copy of this Subcontractors and Product List in accordance with the Instructions to Bidders. Complete the blanks appropriate to the work on which you have bid.

The Owner shall choose the Subcontractor or Products (material or equipment) for any item where the Bidder leaves a blank, lists more than one name, or lists "as specified" for the item in question.

It is intended that this list will describe the Subcontractor (Installer) and the Product (Manufacturer or Supplier) for all items of the Work. The Bidder shall add to this list, on separate letterhead, in compliance with Form 96, Part II, as required by the Indiana State Board of Accounts.

After submission of this list by the Bidder and after approval by the Owner, it shall not be changed unless written approval of the change is authorized by Owner and is accompanied by a notarized release from the originally named Subcontractor or Product.

Name of Bidder: MILESTONE CONTRACTORS, LP

Subcontractors and Suppliers List (Document 000410) shall be submitted to the Engineer by fax or e-mail no later than 10:00 a.m. (local time) on ~~Thursday, August 29, 2019.~~

Signature: 

Date: SEPTEMBER 18, 2019

### DESCRIPTION

### SUBCONTRACTOR (Installer)

### PRODUCT (Manufacturer or Supplier)

Erosion Control

Demolition

Traffic Control

Earth Moving

Finish Grading

Asphalt Milling

Asphalt Paving

Concrete Paving

Pavement Markings

AAA STRIPING



Bledsoe Riggert Cooper James  
Project No. 9514  
August 28, 2019

Monroe County Highway Department  
Cherry Lane Drainage Improvements Project  
Construction Documents

Cast-In-Place Concrete	IRVING MATERIALS, INC
Turf and Grasses	
Storm Drainage	FERGUSON WATERWORKS
Precast Structures	SPENCER CONCRETE PRODUCTS
Water Piping	

END OF DOCUMENT 000410

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 9/25/2019

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*

Change order #4 for the Hunters Creek Road Project, Phase I

*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: INDOT

Federal Program: Transportation

CFDA # 20.205

Federal Award Number and Year:

*Or other identifying number*

Pass Through Entity Des #1297633

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: -7,816.16

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:

Hunters Creek Road, Phase I is completed. The change order is for over and under run items for the project.

Person Presenting: Lisa Ridge

Department: Highway

Attorney who reviewed:

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

Submitted by: Lisa Ridge

Date: September 18, 2019

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

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

Contract No:R -37870

Change Order No.: 004

**INDIANA Department of Transportation**  
**Construction Change Order and Time Extension Summary**

Page: 1

**Contract Information**

District:SEYMOUR DISTRICT

Contract No.: R -37870

AE:Wren, Rachel

Letting Date:09/13/2017

PE/S:Wildt, Chuck

Status:Draft

**Change Order Information**

Date Generated: 00/00/0000

Reason Code: FINAL QUANTITY ADJUSTMENT

Description: Over/Under Change Order

Change Order No.: 004

Date Approved: 00/00/0000

EWA: N or Force Acct: N

Original Contract Amount \$ 1,898,500.00

Current Change Order Amount \$ -7,816.16

Percent: -0.412 %

Total Previous Approved Changes \$ 141,158.76

Percent: 7.435 %

Total Change To-Date \$ 133,342.60

Percent: 7.023 %

Modified Contract Amount \$ 2,031,842.60

**Time Extension Information**

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0 SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE: \_\_\_\_\_ DCE: \_\_\_\_\_ SCE: \_\_\_\_\_ DDCM: \_\_\_\_\_

SS Days \_\_\_\_\_ SP Days Value \$ \_\_\_\_\_

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000 or SP Days 0

Contract No:R -37870

Change Order No.: 004

**INDIANA Department of Transportation**  
**Construction Change Order and Time Extension Summary**

Page: 2

**Review and Approval Information**

Required Approval Authority      AE: \_\_\_\_\_ DCE: \_\_\_\_\_ SCE: \_\_\_\_\_ \* DDCM: \_\_\_\_\_ \*  
(\$ per Change Order)      (- LE \$ 250K - ) (- LE \$ 750K - ) ( -- LE \$ 2 M -- ) ( -- GT \$ 2 M -- )  
(Days per Contract)      ( 50 SS days ) ( 100 SS days ) ( 200 SS Days ) ( GT 200 SS days)

Verbal Approval Required?      Y / N If Y, by \_\_\_\_\_ Date Issued \_\_\_\_\_

Total Change To-Date>5%?      Y / N If Y, Copy to Program Budget Manager \_\_\_\_\_

Scope/Design Recommendation      Y / N If Y, Referred to Project Manager(PM) \_\_\_\_\_  
Required?      Date to PM \_\_\_\_\_ Date Returned \_\_\_\_\_

Approval Authority Concurs with PM?      Y / N If Y, Concurrence by \_\_\_\_\_ Date \_\_\_\_\_  
If N, Resolution: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_  
Resolved by \_\_\_\_\_ Date \_\_\_\_\_

LPA Signatures Required?      Y / N If Y, Date to LPA \_\_\_\_\_ Date Returned \_\_\_\_\_

FHWA Signatures Required?      Y / N If Y, Date to FHWA \_\_\_\_\_ Date Returned \_\_\_\_\_

\* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer \_\_\_\_\_ Date \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract No: R-37870  
Change Order No: 004

INDIANA  
Department of Transportation

Date: 09/17/2019  
Page: 3

Contract: R-37870  
Project: 1297633 - State: 129763300LC05  
Change Order Nbr: 004  
Change Order Description: Over/Under Change Order  
Reason Code: FINAL QUANTITY ADJUSTMENT

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0004	1297633	0004	109-08440	DOL	1.000	-24529.220	C	Amount: \$ -24,529.22
Item Description: QUALITY ADJUSTMENTS, HMA								
Supplemental Description1:								
Supplemental Description2:								
0014	1297633	0014	205-12108	DOL	1.000	37246.320	C	Amount: \$ 37,246.32
Item Description: STORM WATER MANAGEMENT BUDGET								
Supplemental Description1:								
Supplemental Description2:								
0019	1297633	0019	207-09835	SYS	22.000	-833.330	C	Amount: \$ -20,533.26
Item Description: SUBGRADE TREATMENT, TYPE 1C								
Supplemental Description1:								
Supplemental Description2:								

Total Value for Change Order 004 = \$ -7,816.16

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.  
General or Standard Change Order Explanation

Change Order for over and under runs: Item 4 - Quality Adjustments, HMA: Penalty assessed per INDOT Seymour District Testing. Item 14 - Storm Water Management Budget: Additional erosion control features were needed to stay in compliance. Item 19 - Subgrade Treatment, Type 1C: Quantity paid represents measurements taken in the field resulting in a credit of -\$20,533.26. Also, total subgrade treatment quantity resulting in a discrepancy from the CIB vs the measured quantity. A contract time adjustment is not required for this change.

Change Order Explanation for Specific Line Item

\*\*\*\*\*

It is the intent of the parties that this change order is full and complete compensation for the work describe above.  
Notification and consent to this change order is hereby acknowledged.

Contractor: EFB PAVING, INC.

Signed By: B - S - H

Date: \_\_\_\_\_

\*\*\*\*\*

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.



Contract No:R -37870  
Change Order No:004

INDIANA  
Department of Transportation

Date:09/13/2019  
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

SUBMITTED FOR CONSIDERATION

PE/S

*Chuck Wilt*

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level

Name of Approver

Date

Status

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 09-25-19

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*

VS Engineering, Inc. - Survey, design & plans,  
401/404 permit prep, site visit: Karst F. Greenway

*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: Next Level Trails (NLT-1-09)

Fund Number 9107

Amount: \$17,000

*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:

9107-30006-0000 Contractual  
Engineering Services for fourth bridge on the Karst Farm Greenway expansion project to Ellettsville.

IDNR-Outdoor Division, Next Level Trails grant.

\$2,337,710 Grant Award + \$431,000 County Cash Match = \$2,768,710

The county cash match was transferred from Bond 4811 to Fund 9107 by the Auditor's Office, per SBOA recommendations.

Person Presenting: Lisa Ridge

Department: Highway

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

Attorney who reviewed: Margie Rice

Submitted by: Lisa Ridge

Date: 09-20-19

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

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



September 5, 2019

Monroe County Highway Department  
Attn: Lisa Ridge, Highway Director  
501 N. Morton St.  
Suite 216  
Bloomington, IN 47404

Re: Monroe County Karst Trail Bridge #4  
Design Engineering & Permitting

Dear Ms. Ridge:

VS Engineering, Inc. (VS) is pleased to work with Monroe County. Please find below our scope of services and associated fees.

**Scope of Services**

Provide design engineering services as needed to successfully convert a single railroad bridge to a pedestrian crossing.

Works associated with this structure are the following:

• Survey	\$ 5,000
• Design & Plans	\$ 7,000
• 401/404 Permit Preparation	\$ 3,000
• Site Visit	\$ 2,000

The scope of services provided by VS Engineering on this project will be providing survey, design, plans, one site visit and the necessary permitting. This scope will be based on the assumptions outlined in this fee estimate. Changes to those assumptions will require an addendum to this agreement to complete.

Survey will provide all necessary data to design and construct the bridge while identifying all key features within the project limits.

The Design Engineering will include the design of the replaced bridge deck, a design check verifying that the beams are sufficient enough to carry the pedestrian loading and a working design of the pedestrian railing. The Plan Development will include a general plan of each of the bridges and pedestrian details.

The 401/404 permitting task assumes that a Nationwide Permit without any mitigation will be sufficient to obtain this permit.

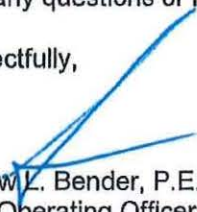
The Construction in a Floodway permitting will not be provided for this crossing because the drainage area is less than one square mile.

VS Engineering is not responsible for utility coordination, right-of-way activities, geotechnical coordination, scour analysis or any other tasks not outlined in this fee justification.

VS Engineering anticipates a total fee not to exceed **\$17,000** for the aforementioned scoped items. This work will be billed on a percent to complete basis.

We look forward to providing our professional services. Please contact me if you should have any questions or require additional information.

Respectfully,



Andrew L. Bender, P.E.  
Chief Operating Officer  
VS Engineering, Inc.

Enclosure – Terms & Conditions

**Contract Approval**

The below acknowledges and approves of the proposed scope of services, associated fees, and standard terms and conditions.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_



- 1.1. **Compensation for Services.** VS Engineering, Inc. (VS) will submit monthly invoices for partial completion of services. Payment from Client will be due within 30 days of VS's invoice. VS will stop work if account balances become 90 days overdue. Invoices not paid within 120 days will be referred for collection and Client will be responsible for all expenses incurred by VS in the collection, including attorney fees.
- 1.2. **Services Outside Scope of Agreement.** Services not set forth or listed in this Agreement are specifically excluded from the scope of services. If circumstances or conditions that were not originally contemplated by or known to VS are revealed, to the extent they affect the scope of services, VS may call for renegotiation of appropriate portions of this Agreement. VS will provide additional services upon written approval from Client or upon verbal approval from Client followed by a confirmation letter from VS. These additional services will be outside the scope of this Agreement and will be billed to Client at VS's standard hourly rates plus expenses.
- 1.3. **Standard Hourly Rates.** Unless specifically noted in the written scope, VS shall use the current year standard hourly rates and expenses for all hourly work. The current year shall be the year in which the work is being completed. Any work completed as an Expert Witness shall be done at a rate 2.0 times the standard hourly rates.
- 1.4. **Representation and Opinions.** VS represents that all Services provided by its members, employees, agents and representatives are performed in a professional manner in accordance with sound consulting and engineering practices and procedures.
- 1.5. **Opinions of Probable Cost.** In providing opinions of probable cost, Client understands VS has no control over the cost or availability of labor, equipment, materials, or market conditions. VS's opinions of probable cost are made on the basis of professional judgment and experience. VS makes no warranty, expressed or implied that the costs will not vary from the opinion of probable cost.
- 1.6. **Access.** Client shall arrange for access to and shall make all necessary provisions for VS to enter upon public and private property as required by VS to perform the Services required under this Agreement. Although VS will exercise reasonable care in performing its Services, Client understands that performing some services may unavoidably cause minor disturbance to the Site, the correction of which is not part of this Agreement.
- 1.7. **Limited Liability.** VS shall have the first and primary right to remedy any errors, omissions or defective workmanship. VS shall not be liable for any incidental, consequential, indirect or special damages, or for any loss of profits or business interruptions caused or alleged to have been caused, by the performance or nonperformance of Services. Client agrees that Client's sole remedy against VS is limited to a refund of payments made by Client for said Services, less expenses paid to subcontractors or to third parties. VS is not responsible for errors which result from faulty or incomplete information supplied by Client. Client also agrees to not seek damages in excess of the contractually agreed upon limitations directly or indirectly through suits by or against other parties. Client further agrees that Client shall bring no claim against VS or its subcontractors no later than one year after completion of Services.
- 1.8. **Indemnification.** VS agrees to indemnify and hold harmless Client and all of its officers, directors and employees against claims, losses, penalties, fines, forfeitures, amounts paid in settlement, judgments, (including reasonable attorneys' fees) which result from any act or omission constituting gross negligence, willful misconduct or breach of fiduciary duty by any manager, agent or employee of VS in connection with VS's performance under this Agreement. Client agrees to indemnify and hold harmless VS and all of its managers, employees, agents, and other representatives ("Indemnitee") against costs, losses, liabilities, expenses (including reasonable attorneys' fees), and amounts paid in settlement actually incurred in connection with third party claims against any Indemnitee (collectively, "Losses") which result from any act or omission constituting negligence, misconduct, or breach of fiduciary duty by an officer, director or employee of Client in connection with this Agreement, unless such Losses are covered by insurance, in which event VS shall be indemnified only to the extent of any uninsured Losses. It is intended by the parties of this agreement that VS's services in connection with the project shall not subject VS's individual employees, officers, or directors to any personal



legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against VS, an Indiana corporation, and not against any of VS's individual employees, officers or directors.

- 1.9. **Force Majeure.** Neither party shall be liable to the other for any costs or damages due to causes beyond its control, expressly including weather conditions. Extensions of the performance schedule (if any) shall be deemed to be automatically granted in the case of delays beyond the control of VS.
- 1.10. **Instruments of Service.** All plans, drawings, surveys, prints, software, programs, data, specifications, photographs (including aerial) and other related items and documents prepared or furnished by VS pursuant to this Agreement are instruments of service in respect to this Project, and VS shall retain the ownership and property interests therein. Such documents are not intended or represented to be suitable for use by Client or others on extensions of this Project, on any other project, or for completions of this Project should this Agreement be terminated, nor may such documents be so reused without the express written consent of VS. Any reuse or modification of such documents without the consent of VS will be at Client's sole risk and without liability to VS, and Client shall indemnify and hold VS harmless from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom.
- 1.11. **Governing Law; Choice of Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. At VS's election, Client hereby submits to the exclusive jurisdiction and venue of any court (federal, state or local) having situs within the County of Marion, State of Indiana, expressly waives personal service of process and consents to service by certified mail, postage prepaid, directed to the last known address of Client. Client hereby waives any objection to improper venue, forum non conveniens and trial by jury.
- 1.12. **Client Disclosure and Lawfulness.** Client agrees to disclose to VS all pertinent information relative to the project including surveys, data, instructions, past reports and/or correspondence. VS may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof.
- 1.13. **Construction Observation.** If VS is not contracted for Construction Observation services associated with design services, it is understood and agreed that such services will be provided for by Client. Client assumes all responsibility for interpretation of the Contract Documents and for Construction Observation and Client waives any claims against VS that may be in any way connected thereto.
- 1.14. **Termination.** This Agreement may be terminated by either party upon 14 days written notice. Client shall nevertheless be responsible for all outstanding balances, including accounts receivable and work in process to the date of termination.
- 1.15. **Assignment.** This Agreement is binding upon and inures to the benefit of the respective parties hereto, their legal representatives, successors, and assigns. Neither VS nor Client may assign, sublet, or transfer its interests in this Agreement without first obtaining the written consent of the other.
- 1.16. **Entire Agreement.** The terms and conditions set forth herein constitute the entire understanding of the parties relating to the provision of Services as set forth in this Agreement.
- 1.17. **Authorization.** All signatories represent they are duly authorized to execute this Agreement.

This agreement represents the entire understanding of parties in respect to projects and can only be modified in writing signed by both parties. Please advise VS immediately in writing if any terms of this agreement need to be altered.