



**MONROE COUNTY BOARD OF COMMISSIONERS' AGENDA
MONROE COUNTY COURTHOUSE
JUDGE NAT U. HILL III MEETING ROOM
BLOOMINGTON, INDIANA
OCTOBER 2, 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 25, 2019

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V. APPROVAL OF CLAIMS DOCKET

- ACCOUNTS PAYABLE – OCTOBER 2, 2019

VI. REPORTS

- WEIGHTS AND MEASURES – AUG 16 – SEPT 15, 2019
- TRAFFIC/ROAD UPDATE

12

VII. NEW BUSINESS

- A. MOVE TO APPROVE: ARNOLD ASPHALT AGREEMENT FOR KARST FARM GREENWAY. 13**
FUND NAME: COUNTY GENERAL FUND NUMBER: 1000 AMOUNT: \$9,876
Executive Summary: This agreement will provide asphalt crack sealing and replace approximately 200 sq. ft. of failing asphalt on the Karst Farm Greenway.
Kelli Witmer, Parks & Rec
- B. MOVE TO APPROVE: AGREEMENT WITH NOVER ENGELSTEIN & ASSOCIATES, INC. 20**
FUND NAME: CUMULATIVE CAPITAL DEVELOPMENT FUND NUMBER: 1138-30041
AMOUNT: \$11,800
Executive Summary: This agreement will provide productivity software for Weights and Measures.
Eric Evans, TSD
- C. MOVE TO APPROVE: RATIFICATION OF PICTOMETRY 6 YEAR MULTI FLIGHT AGREEMENT. 23**
FUND NAME: REASSESSMENT FUND NUMBER: 1224-34350-000-0000
AMOUNT: \$362,320.50 OVER SIX YEARS
Executive Summary: This agreement will provide a county wide flyover of aerial imagery for the county's Geographic Information System every two years, first one taking place spring of 2020. This is a three project/six year agreement.
Lisa Surface, Chief Deputy Assessor
- D. MOVE TO APPROVE: ORDINANCE 2019-26; HOOSIER HILLS BANK REZONE. 46**
FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A
Executive Summary: This rezone request is for two (2) 3.4 acre parcels located at 3590 W State Road 46 in Richland Township. Current zoning is Planned Unit Development (PUD). Rezone request change to Limited Business (LB).
Jackie Nester, Planning
- E. AGREEMENT WITH INTEGRA REALTY RESOURCES REGARDING THE LEDGE WALL PROJECT. 84**
FUND NAME: 2016 GO BOND B FUND NUMBER: 4808 AMOUNT: \$7,900
Executive Summary: This agreement is for appraisal services for valuing the quarry property.
Jeff Cockerill, Attorney

- F. MOVE TO APPROVE: COLLECTIVE BARGAINING AGREEMENT WITH AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, INDIANA COUNCIL #62, LOCAL 1567. 94**

FUND NAME: MOTOR VEHICLE HWY, CUMULATIVE BRIDGE, STORMWATER

FUND NAME: 1176, 1135 AND 1197 AMOUNT: AS BUDGETED

Executive Summary: This agreement is with Highway Department's Collective Bargaining Unit.

Jeff Cockerill, Attorney

- G. MOVE TO APPROVE: COLLECTIVE BARGAINING AGREEMENT WITH JAIL COLLECTIVE BARGAINING UNIT. 133**

FUND NAME: COUNTY GENERAL & PUBLIC SAFETY LIT

FUND NUMBER: 1000 & 4933 AMOUNT: INCREASE OF \$34,411.68 ABOVE BUDGET

Executive Summary: As was anticipated when 2019 agreement was approved, the main change deals with salary. The increase was based upon review of other similar counties in Indiana

VIII. APPOINTMENTS

IX. ANNOUNCEMENTS

X. ADJOURNMENT

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



**MINUTES
MONROE COUNTY BOARD OF COMMISSIONERS'
SEPTEMBER 25, 2019
NAT U HILL III MEETING ROOM
COURTHOUSE
BLOOMINGTON, IN**

The Monroe County Commissioners met in a regular meeting on September 25, 2019 at 10:00 a.m. with the following members present: Julie Thomas, President; Lee Jones, Vice President; and Penny Githens, Commissioner. Also present: Jordan Miller, Payroll Administrator; Jeff Cockerill, Attorney; Angie Purdie, Commissioners' Administrator; Lisa Ridge, Highway Director; and Anita Freeman, Deputy Auditor.

I. CALL TO ORDER

The meeting was called to order by Thomas

II. COMMISSIONERS' PUBLIC STATEMENT

Statement read by Thomas

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

Allison Moore Monroe County Emergency Management Director. I'm here today to let you know that there are several counties around us that have implemented a burn ban. I wanted to let you know the process that we have here and let you know where we're at within our county. We rely a lot on the DNR before we move forward with implementing a burn ban in the county. They wait until the humidity is around a 10% range before they would make that suggestion. Our Fire Chiefs Association also plays a big role in deciding if we would implement a burn ban. They can decide to go ahead and have a burn ban and activate one or make that recommendation even if the DNR has not suggested that we're at a level for a burn ban. So currently our Fire Chiefs Association is monitoring the weather, we are supposed to get some rain later hopefully this evening or tomorrow. At this time we haven't had any calls for leaf fires, grass fires and such. They're continuing to monitor and we are continuing to wait on the DNR to see if we hit that level. Once that happens the DNR contacts the Fire Chiefs Association President who then contacts my office so that we're all on the same page. I would then get with the Commissioners and Angie to implement a disaster declaration if such a burn ban

needed to be activated. Just an update where we're at and the process so we're all on the same page of that and hopefully we'll get some rain.

(Thomas) Thanks so much.

IV. APPROVAL OF MINUTES SEPTEMBER 18, 2019

Jones made motion to approve. Githens seconded.

Motion carried by voice vote.

V. APPROVAL OF CLAIMS DOCKET

- **ACCOUNTS PAYABLE – SEPTEMBER 25, 2019**
- **PAYROLL – SEPTEMBER 27, 2019**

Jones made a motion to approve. Githens seconded.

(Miller) Total for Accounts Payable - \$5,384,807.51

- \$3,291,407.58 – LIT Distribution
- \$334,324.23 – Crider & Crider – Hartstrait Rd Connector
- \$246,999.70 – Wheel & Surtax

Total for Payroll - \$1,511,304.54

- 70.6% - Direct Costs
- 29.4% - Indirect Costs

After call for public comment, carried by voice vote.

VI. REPORTS

- **TREASURER – AUGUST 2019**
- **TRAFFIC/ROAD UPDATE**
 - Liberty Drive paving project is now completed.
 - Paving for State Road 37 South, from State Road 37 to just north of Chumley Road will begin September 26 until early next week.
 - Paving crews will be in the area of Prather/Dittemore Roads next week.
 - Bottom Road will be opened by end of next week.
 - Public meeting for Fullerton Pike PH II & III will be held Thursday, September 26, at 6:30pm in the Batchelor Middle School Cafeteria. The two design options will be displayed. The public will have opportunity to submit their preference of the two design options.

VII. NEW BUSINESS

A. MOVE TO APPROVE: AGREEMENT WITH FEDERAL SIGNAL TO UPGRADE TORNADO SOFTWARE.

FUND NAME: COUNTY GENERAL

FUND NUMBER 1000-35050-0361

AMOUNT: \$4,021.50

Jones made motion to approve. Githens seconded.

(Moore) We have a computer that needs an upgrade that houses the hub of the function to make our tornado sirens work. In doing so the software that we currently have would also be outdated and will not work when we update that new computer. Our office has been working in conjunction with the Tech Services Department to get a new computer and then we would then purchase the software simultaneously so we can do that upgrade together. So I'm asking for approval to purchase the software. Included in that is a one (1) year warranty for all of the federal sirens that we have, which is 40 of the 41 that the county has. It also is a cloud based program where we can monitor those sirens from our cellular devices or laptops when we're in the office.

(Thomas) Thank you so much.

(Githens) Do we have any type of interlocal agreement in place with BPD that covers emergency management?

(Moore) We have access to go into that room at any time if we need to go into that room. It used to be where Central Dispatch was located so it served the County and the City. When Central Dispatch moved that piece of equipment did not move. But we do have access to go in to that computer at any time.

(Purdie) We looked at moving that and the cost to move it was not worth the effort.

(Thomas) So how does this work with the one siren that is not a federal, does it still connect with that one?

(Moore) It still connects with that one. We can still access it to see if it goes on back up battery we just don't have a warranty for that particular battery. So if something would in fact happen to that particular siren we would either work with that township that purchased that or depending on what the situation our maintenance agreement might be able, he stills services that siren even though it's not a federal. So depending on what the situation is we would either work with that township if something happened beyond what our normal maintenance wear and tear would cover or he would just service it.

(Thomas) Ok thank you. It's really intricate and appreciate having this in the packet the way that it works and the way that everything communicates with all the five devices.

(Moore) Yeah, I'm really excited to monitor them this way. It'll be much easier than the way we're currently doing it.

(Thomas) Probably would be nice. It tells you how the battery level is does it tell you if the siren functioned during a test?

(Moore) It does and it will tell us exactly the microsecond that it actually activates so we'll be able to see when they put the trigger, how long did it actually take before they activated. We're currently able to see when they're activated but not to that extreme. This program does a lot more than what we currently have.

(Thomas) When I'm at home the sirens will go off in one place and then about 2-3 minutes later they'll go off in the other and I'm guessing that I'm close to that one-

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

B. MOVE TO APPROVE: ORDINANCE 2019-35; AMEND MONROE COUNTY CODE CHAPTER 266-17.

FUND NAME: N/A

FUND NUMBER: N/A

AMOUNT: N/A

Jones made motion to approve. Githens seconded.

(Bri Gregory) Good morning. This ordinance would just take the notary requirement off the form in chapter 266-17 of the Monroe County Code. We're hoping that it would simplify the process and make it easier to comply.

(Thomas) Great.

(Gregory) It is not required by Indiana Code and we confirmed with the State Board of Accounts.

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

C. MOVE TO APPROVE: NEW ANNUAL DISCLOSURE FORM AND ANNUAL CERTIFICATION FORM IN CHAPTER 266-17.

FUND NAME: N/A

FUND NUMBER: N/A

AMOUNT: N/A

Jones made motion to approve. Githens seconded.

(Gregory) Just trying to simplify this process as well going from 4 or 5 forms to 1 annual disclosure form which will have all of the information there and including links to any policy that needs to be reviewed or code. Then of course the anti-nepotism form 266-17 is just the new form without the notary requirement.

(Githens) It looks like on the annual disclosure forms that, is it only the Assessor and Auditor that need to list their department employees or were those just in there for examples?

(Gregory) That was just an example.

(Githens) Ok, just wanting to clarify.

(Thomas) The two due dates are a little strange right?

(Gregory) They are. The anti-nepotism form is actually that's a suggested date in code I believe. Then the other is in our Personnel Policy so I just left it and they couldn't be combined easily.

(Thomas) It would be nice to combine them and have one date.

(Gregory) I attempted to do that unfortunately when I confirmed with the State Board of Accounts they said we could have everything at the end of the year but then our annual disclosure form would be at the end of the year and it didn't feel right.

(Thomas) Thank you.

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

D. MOVE TO APPROVE: FIRST APPRASIAL GROUP AGREEMENT REGARDING THE LEDGE WALL PROJECT.

FUND NAME: 2016 GO BOND B FUND NUMBER: 4808 AMOUNT: \$5,250

Jones made motion to approve. Githens seconded.

(Cockerill) This is an agreement with First Appraisal Group for \$5,250 which is a little higher than we generally pay for appraisals but this appraisal encompasses seven (7) different parcel numbers with three different owners and over approximately 100 acres. So it's much bigger more substantial appraisal scope than what we typically ask for and the price reflects that. We do have a land purchase line in a bond from 2016 that has some money that can be used for this and that's why that number is there.

(Githens) Is this the only appraisal we'll get on this property?

(Cockerill) We will need to get two appraisals. I got a quote for a second appraisal yesterday which was clearly beyond the time line to get it on today's agenda so we'll discuss that next week.

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

E. MOVE TO APPROVE: RATIFY BUILDING ASSOCIATES AGREEMENT REGARDING THE YSB EXPANSION PROJECT.

FUND NAME: N/A

FUND NUMBER: N/A

AMOUNT: N/A

Jones made motion to approve. Githens seconded.

(Purdie) This is actually resolving a scrivener's error in essence. There was some information that was not converted from the request for bids and the accepted bids and this solves that and clarifies our ongoing cost programs. Did it increase the cost?

(Cockerill) I mean technically it makes the contract look like it is for more but it's reflective of what the actual bid was. Essentially there was two items in the original contract that we had signed one included the word that said 'not' and so when we looked at what the bid was and it said the base bid includes these two additions it really did not. We just changed the contract amount to reflect that was in there. The other one was a box was checked regarding insurance that was not reflective of what our scope of the bid was. So those are the two changes that this reflects.

(Jones) Can you give us an update on this project?

(Purdie) I haven't been there recently but I believe Ms. Thomas can.

(Thomas) I have but it's been a few weeks though it's probably come along a lot further.

(Jones) I'm anxious to get over there.

(Thomas) Yeah, things are moving along well and it's exciting to see the new space and their plans for it and there's so many neat features there's a kitchenette for when the families visit so they can actually make food together and that kids can make food and serve one another. It's really neat and a lot of nice features and storage which they haven't had and an indoor gymnasium/meeting room it's a really nice space. They've done a lot of work on the outside too they've did a path and the gazebo is beautiful. It'll be nice. And the bus stop that's a nice addition. I think it's coming along great.

(Jones) When do they anticipate it -?

(Thomas) I thought the end of this year. I think that is still on track, although it's been a few weeks since I checked on it. I still think this year we'll do a ribbon cutting. It looks good. I know Vicki Thevenow has worked so hard and just managing the day-to-day work that she does and then managing the construction. I know she's going to be really glad to see it finished I'm sure.

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

F. MOVE TO APPROVE: MOTHER NATURE LAWN AND MAINTENANCE AGREEMENT FOR MONROE COUNTY GOVERNMENT BUILDINGS.

FUND NAME: COUNTY GENERAL FUND NUMBER: 1000-0068 AMOUNT: \$5,000 - \$16,000.

Jones made motion to approve. Githens seconded.

(Purdie) First of all I want to note that in our packet the agenda and the information following it they have been transposed. So the information is in there it's just not attached to the correct agenda request. This is going to provide an agreement to care for all the flower beds downtown, Courthouse, Health, Showers Building, Justice, Curry, Johnson Hardware and the live wall on the parking garage. I've put on here a range as I wasn't sure, the total proposal for a year of service is \$25,406, however, from this year's budget depending on where they wanted to start, if we want them to start prepping the beds this fall it could be as much as \$16,000 that we would spend this year. If all we do is the live wall actually it would be less than \$5,000 it would be more like \$550 would be the low end-

(Thomas) For just the fall because for both its \$1,126.

(Purdie) Yeah. But I just wanted to give you and the community the ability to see that they will be taking care of the lawn, taking care of the flowers and everything that's around here. This includes the entire contract allows for three different plantings, spring, summer and fall. They have made a recommendation as to what to put in those plantings but it's entirely up to you guys. And this is the company that planted our yellowwood trees.

(Thomas) So they haven't established an idea yet of what they want to put on the live wall?

(Purdie) No. They definitely said they wanted to do that this year.

(Thomas) I'm excited.

(Jones) We've put a lot of effort into keeping the buildings nice it makes sense to have them surrounded by nice grounds.

(Thomas) Yes it does.

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

G. MOVE TO APPROVE: MOTHER NATURE AGREEMENT TO REFRESH COURTHOUSE STAIRCASE LANDSCAPE.

FUND NAME: COUNTY GENERAL FUND NUMBER: 1000-0068 AMOUNT: \$8,780

Jones made motion to approve. Githens seconded.

(Purdie) So this is for around the Courthouse the beds that surround our staircases. This is actually \$4,000 less than a prior proposal that we had received, not from this particular company, so I think that was significant. Again he made recommendations as to what to put

into those but completely open to you guys if you want to change your mind or change some things of what goes in there, he'd love to hear from you.

(Thomas) I'll leave that to Ms. Jones.

(Jones) I looked at the list and I have some ideas.

(Thomas) So how does this work with other contracts? So if we refresh this then that takes the fall piece off of the Courthouse-

(Purdie) If we do this that's a separate thing and then we still have (unintelligible)-

(Thomas) Right, there's some. But it would be less I'd imagine because they wouldn't be redoing the whole, that's part of the range.

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

H. MOVE TO APPROVE: AWARD BID TO MILESTONE CONTRACTORS FOR THE CHERRY LANE STORMWATER PROJECT.

FUND NAME: STORMWATER FUND NUMBER: 1197 AMOUNT: \$235,000

Jones made motion to approve. Githens seconded.

(Ridge) We did open bids at a public meeting on September 18, 2019. Three bids were opened and read aloud. The lowest most responsive bidder was Milestone Contractors so we would like to award them that contract so we can get the project done yet this year. This isn't the total cost of the project, we actually bought the box culvert outside of this, and this is just basically for the construction. The component for the box culvert was about \$157,000 for this project. This will correct a major drainage issue that has been in existence in this area for Cherry Land and Fairfax Road for a long time. It's a project that was set up in the long range stormwater plan. We would like to move forward with this. We did get permission since we didn't have a stormwater board meeting in between opening the bids and awarding, we did get permission from the board at that time to go ahead and bring it to you for your approval, subject to looking at the documents and make sure everything is in order first.

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

I. MOVE TO APPROVE: CHANGE ORDER # 4 FOR HUNTERS CREEK ROAD PROJECT PH I.

FUND NAME: LOCAL ROAD AND STREET FUND NUMBER: 1169 AMOUNT: (7,816.16)

Jones made motion to approve. Githens seconded.

(Ridge) This is to try and finalize PH I of the Hunters Creek Road project. The construction inspector will go through all the quantities that the contractor used on the job, check for the over and under runs, and basically this is an under run so we do have a negative that we will be turning in.

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

J. MOVE TO APPROVE: VS ENGINEERING, INC AGREEMENT FOR KARST FARM GREENWAY.

FUND NAME: NEXT LEVEL TRAILS FUND NUMBER: 9107 AMOUNT: \$17,000

Jones made motion to approve. Githens seconded.

(Ridge) This project is actually in coordination with the Next Level grant that Monroe County received for finishing the Karst Trail. A portion of this was for VS Engineering to do the survey, design and plans 401/404 permit prep and a site visit. The grant total amount was \$2,337,710 plus the \$431,000 county cash match. This is to get that going to finish the Karst Trail.

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

VIII. APPOINTMENTS

- NONE

IX. ANNOUNCEMENTS

- Public meeting regarding Fullerton Pike PH II & III, September 26th, 6:30pm, in the Batchelor Middle School Cafeteria.
- Accepting applications for all boards and commissions.
- Next Commissioners' Meeting: October 2, 2019, at 10am in the Nat U Hill meeting room, 3rd floor of the courthouse.

(Thomas) I want to give a shout out everyone on, first of all to Commissioner Githens, but to everyone here including Commissioner Jones who made an appearance yesterday at the Opioid Commission, our staff, Dina DeLawter-Myers, Angie Purdie everyone worked so hard. And especially the Opioid Commission Andrea Havill she does such an amazing job, she is an organizational wizard. Just an incredible job and thank you for doing that. There were a lot of folks there, the program was impressive.

(Githens) I want to again thank Andrea Havill. She was just amazing and she did it with such calmness. Too often you see people who lose that getting to the final stages.

(Jones) I was particularly interested in all of the little details that were unnecessary but were a part of it. And also, I think the first time I've ever been to a daylong event at the Convention Center, and it was very impressive.

(Thomas) That's true you go to a lot of evening events there or lunch or dinner. They did a great job. That's just an example of the work that can be done on a board and commission. Not all of them are as demanding, but we do hope folks can get involved with any of our boards and commissions. Thank you again everyone for that amazing work.

X. ADJOURNMENT

The minutes of the September 25, 2019 Board of Commissioners' meeting were approved on October 2, 2019.

Monroe County Commissioners

Ayes:

Nays:

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens

Penny Githens

Attest:

Catherine Smith, Auditor



MONROE COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA
MONROE COUNTY COURTHOUSE
JUDGE NAT U. HILL III MEETING ROOM
BLOOMINGTON, INDIANA
September 25, 2019

- 1. Judy Sharp – Assessor**
 - a. Pictometry 6 year Multi Flight Contract
- 2. Lisa Ridge – Highway Director**
 - a. Miscellaneous
- 3. Legal Department**
 - a. Miscellaneous
- 4. Angela Purdie – Commissioners' Administrator**
 - a. Miscellaneous



WEIGHTS AND MEASURES MONTHLY REPORT
State Form 44196 (R2/10-99)

INDIANA
A State that Works

Inspector: Scott A Sowder

Jurisdiction: Monroe

Date: 16-Aug to 15-Sep 2019

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

INSPECTION ACTIVITIES	STATISTICAL			
	Correct	Rejected	Confiscated	TOTAL
SCALES				
Vehicle - State Police				
Vehicle - State Inspection				
Vehicle - City or County	1			1
Railroad Scales	1			1
Belt Conveyor Scales				
Livestock Scales				
Portable & Dormant Scales	2			2
Hopper Scales				
Computing Scales	17	3		20
Suspension Scales				
Prescription Scales				
Gram Scales				
Non-Commercial Scales				
MEASURING DEVICES				
LPG Meters				
CNG Meters				
Vehicle Truck Meters				
Gasoline, Kerosene, Diesel Tests	102	24		126
High Flow Diesel Tests				
Mass Flow Meters				
Taxi Meters				
Timing Devices				
CALIBRATIONS AND TESTS				
Commercial Weights				
Prescription Weights				
Wheel Weighers				
Test Weights				
Liquid Measures				
Linear Measures				
Miscellaneous				
OTHER ACTIVITIES				
Packages Checked	204			204
Packages Controlled	366	109		475
LP Gas Cylinders	39	6		45
Octane samples				
Measuregraphs				
Misc. Determinations				
GRAND TOTAL	366	33		399

NARRATIVE

(Explain Miscellaneous Tests and Activities)

Package Checking

I was able to do some package checking this month. I found an issue with method of sale out of the service counter. After speaking to the corporate office I was able to get the issue resolved the same day. No other issues found.

Fuel Dispensers.

I have completed my dispensers for the year. I do have a couple of follow ups to do but do not anticipate any issues. I will now be moving on to my fuel delivery trucks, small scales, package checking, and wrestling scales.

Farmers Market

I was able to make another visit to the farmers market this month. I am working on a more efficient method for checking the market scales and hope to have it implemented prior to next season.

Complaints

I received one complaint call this month. The complainant claimed that the dispenser was not shutting off when the tank was full causing a fuel spillage. During my investigation I found the same error occurring. I proceeded to red tag the dispenser and take it out of service. The dispenser has been repaired and placed back into service.

FILED
SEP 20 2019

Catherine Smith

Auditor Monroe County, Indiana

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: October 2, 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

Service Agreement with Arnold Asphalt for the Karst Farm 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: County General

Fund Number 1000

Amount: \$9,876

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:

1000-30045-0803 Greenway Professional Services

To provide asphalt crack sealing and replace approximately 200 sq. feet of failing asphalt on the Karst Farm Greenway. See exhibit "A" for project description.

Person Presenting: Kelli Witmer

Department: MC Parks & Recreation

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

Attorney who reviewed: Margie Rice

Submitted by: Kelli Witmer

Date: September 25, 2019

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

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

Agreement for Services

Agreement made the 18th day of September 2019, between Arnold Asphalt ("Contractor") and the Monroe County Parks and Recreation Board ("Board"). The Contractor and Board mutually agree as follows:

The terms of the agreement enlist Contractor to provide asphalt services for the Karst Farm Greenway, on property controlled by the Monroe County Commissioners and managed by Monroe County Parks and Recreation Department ("Department").

The following terms shall apply:

1. **Scope of Project and Price.** Contractor shall perform the services listed on the attached proposal, and is marked as "Exhibit A" and is incorporated herein and made a part of this Agreement.

The total amount paid to Contractor under this Agreement shall not exceed \$9,876 listed in "Exhibit A", without further written approval by the Board. Contractor shall submit invoices, including the time and dates worked, and a detailed description of the work performed. The Department shall pay Contractor's submitted invoices within forty five (45) days of receipt.

2. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person(s) or property related to performance pursuant to this Agreement, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the negligence of the Board or its employees.
3. **Worker's Compensation.** Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause. It shall be in the Board's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
4. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least One (1) million per occurrence, and Two (2) million dollars aggregate, and furnish proof of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board, in its, sole discretion, as a material breach of this Agreement, and may result in its cancellation without further cause. It shall be in the Board's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.

5. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

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

In the event that Contractor discriminates as stated herein, it is agreed that a penalty equal to the sum of five dollars (\$5.00) per person, per day of discrimination, may be deducted from the amount of compensation due Contractor under this Agreement. Should a second, or subsequent violation occur, said second or subsequent occurrence may be considered a material breach and this Agreement may be terminated and all monies due, or to become due hereunder, may be forfeited.

6. **Compliance with Law.** Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations. Contractor shall indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance. Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:
- Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
 - Contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program, if the E-Verify program no longer exists.
 - Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.
7. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
8. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
9. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.

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

JOHN Arnold
Print Name of Contractor
Arnold Asphalt

Evelyn Harrell
Evelyn Harrell, President
Monroe County Parks and Recreation Board

[Signature]
Signature of Contractor
Arnold Asphalt

9/25/2019
Date

9-25-2019
Date

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS
this 2nd day of October, 2019, pursuant to Monroe County Code Chapter 266-5.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens

Penny Githens

ATTEST:

Catherine Smith, Auditor

Exhibit A

Arnold Asphalt

Business Number: 812 332 8307

3440 s leonard springs rd

Bloomington, IN

47403

P: 1-812-360-2477

John@arnoldasphalt.com

<http://ArnoldAsphalt.com>



Bill To

Monroe County Parks And Recreation

Karst Farm Park Greenway

2450 S Endwright Rd

kwitmer@co.monroe.in.us

Estimate EST8394

Date 03/04/2019

Sept. 2019

DESCRIPTION	QTY	RATE	AMOUNT
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Crack Sealing roughly 5 mile Walking Path,
Details:

\$9,876.00

\$9,876.00

Clean approximately 7,000 sq. ft. of cracks free of loose debris & sediment.
Fill all major cracks with commercial grade hot rubberized crack sealer.
Saw-cut and remove approximately 200 sq. ft. of failing asphalt.
Place 4" of HMA #9 Surface in excavated areas and roll for compaction.

Payment Instructions

By check

Make checks payable to: Arnold Asphalt

Total

\$9,876.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	DON'S INSURANCE AGENCY 2801 NORTH WALNUT STREET SUITE #1 BLOOMINGTON IN 47404	CONTACT NAME:	MIKE FULLER	
		PHONE (A/C, No, Ext):	812-332-9215	FAX (A/C, No):
INSURED	JOHN ARNOLD D/B/A ARNOLD ASPHALT 3440 S Leonard Springs Rd BLOOMINGTON IN 47403-4024	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Property-Owners		32905
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES CERTIFICATE NUMBER: 20190528122554241 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			09265747-18	10/08/2018	10/08/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 1,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			5196401100	09/17/2018	09/17/2020	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 2,000,000 BODILY INJURY (Per accident) \$ 2,000,000 PROPERTY DAMAGE (Per accident) \$ 2,000,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$			51-02-1030-00	10/08/2018	10/08/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A		09265752	10/20/2018	10/20/2020	PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder listed as additionally insureds in regards to General Liability and Automotive Liability.

CERTIFICATE HOLDER

MONROE COUNTY PARKS & REC

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

E-VERIFY AFFIDAVIT

The undersigned, being duly sworn, hereby affirms and says that:

1. I am the Owner of Arnold Asphalt
(job title) (agency name)
2. The agency named herein has enrolled in and is participating in the E-Verify program. I am aware that information about the E-verify program may be found at www.uscis.gov/e-verify.
3. I understand that Monroe County, a political subdivision in Indiana, may not enter into or renew a public contract for services with a contractor, unless the requirements of IC 22-5-1.7-11 are met. I, hereby, state that, to the best of his/her knowledge and belief, the agency named herein does not knowingly employ an "unauthorized alien", and that the agency is in compliance with IC 22-5-1.7 et seq.
4. By my signature below, I agree that I have or will complete an affidavit affirming that my agency does not knowingly employ an unauthorized alien.

[Signature]
Signature

John Arnold
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

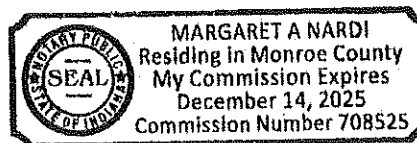
Before me, a Notary Public in and for said County and State, personally appeared John Arnold and acknowledged the execution of the foregoing this day of September 25, 2019

[Signature]
Notary Public

Margaret Nardi
Printed name

My Commission Expires:

December 14, 2025



MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: October 2, 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 NOVER ENGELSTEIN &
ASSOCIATES, INC. for purchase of WinWam
software

All Grants must complete the following

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

Or other identifying number

Pass Through Entity

Amount Received

Federal:

State:

Local Match:

Total Received:

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

Fund Name: Cumulative Capital Development

Fund Number 1138-30041

Amount: \$11,800.00

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:

Agreement is for the procurement of workflow and productivity software for Weights and Measures.

Person Presenting: Evans & Sowders

Department: Weights and Measures

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

Attorney who reviewed: J Cockerill

Submitted by: Eric Evans

Date: 09/26/2019

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

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

Software Pricing Notes:

1. License quantities are based upon information gathered in our conversation.
2. Annual Software Maintenance Fees apply to the first year and subsequent years. Annual Maintenance includes software updates (NIST regulations), bug fixes and Monday thru Friday 8:00 to 6:00 PM EST remote technical support (telephone, e-mail and fax).
3. No data conversion quoted
4. Integration to third party software not quoted. Hourly rate is \$ 250 plus travel and related expenses. Nover Engelstein will supply Entity Diagrams.
5. Software runs on Windows 7, Windows 8, Windows 8.1 and Windows 10. The software **does not** run on Windows 8 RT.
6. No laptop PCs, Tablet PCs, printers, signature pads, or any hardware have been quoted.
7. Signature capture can be accomplished using Tablet PCs or external USB based Signature pads. Pricing for the external signature pads have not been quoted (Estimated cost \$ 145 each for signature pads).
8. Product Review sessions will be performed over the web.
9. Training will be performed on-site. All instructor's travel and related expenses are included, except airfare which will be billed back at actual.
10. Scale interface requires either a serial (Com port) or a USB to Serial adapter. A list of the supported Package Checking scales are available on our website: <http://www.winwam.com/#!/supported-scales/cizf> Some scales on the list have a USB interface and therefore do not require a USB to Serial adapter.

NOVER ENGELSTEIN & ASSOCIATES, INC.

Atrium Executive Suites • 3000 Atrium Way, Suite # 2203
Mt. Laurel, New Jersey 08054-3910
(856) 273-6988 • Fax (856) 751-0559

FID# 22-3362483

WinWam

To: Mr. Scott Sowder
Monroe County Weights & Measures
119 West Seventh Street
Bloomington, IN 47404

QUOTATION

August 22, 2019
(Quotation valid 60 days)

Re: Quantity 1 - Device Inspection Software, Price Verification, Hypertext Handbooks, Training & First Year Support - Perpetual License

Quantity	Product / Service	Unit List	Volume Discount	Unit Price	Price	Annual Software Maintenance
WinWam Software Licenses						
1	Device Inspection Software License (Handbook 44 inspections)	\$ 2,000	n/a	\$ 2,000	\$ 2,000	\$ 350
1	Package Checking Software License (Handbook 133 Inspections)	1,000	n/a	1,000	1,000	200
1	PC/Scale Interface Cable	Not Quoted		Not Quoted	Not Quoted	
1	Hypertext Handbook Bundle <ul style="list-style-type: none">- Handbook 44- Handbook Pub 19- Handbook 133	450	(\$ 100.00)	350	350	No updates using 2014 version
Training Services						
2 Days	Over the Web Product Review Session to set parameters, Device EPOs (templates for testing, etc.)	1,200		1,200	2,400	
3 Days	On-Site Training (includes all instructors travel <u>except</u> airfare, parking and car rental which will be billed back at actual)	1,600		1,600	4,800	
1	Data Conversion Business Establishments	Not Quoted		Not Quoted	Not Quoted	
1	Estimated Airfare, Parking & Car Rental	700		700	700	
Sub-Total On-Time Cost and Recurring Annual Software Maintenance					\$ 11,250	\$ 550
					Subtotal	\$ 11,800
					Sales Tax	N/A
					Shipping	
					Total	\$ 11,800

Refer to Pricing Notes.

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 10/2/2019

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

Pictometry 6 year Multi Flight Contract 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: Reassessment

Fund Number: 1224-34350-000-0000

Amount: \$362,320.50 over six years

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:

Seeking Ratification on the contract with Pictometry approved by the Commissioners during the September 25, 2019 work session. This is a three project /six year contract.

Contract proposes a county wide flyover every two years with the first one taking place in the spring of 2020. Flight two to be flown in 2022 and flight three in 2024.

Cost per flyover:

2020 = \$126,005.50

2022 = \$118,157.50

2024 = \$118,157.50

Note* Each of the three flights will be paid in two installments

Person Presenting: Lisa Surface

Department: Chief Deputy

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

Submitted by: Lisa Surface

Date: 9/25/2019

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

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

**AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND
MONROE COUNTY, IN ("CUSTOMER")**

1. This order form ("Order Form"), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Web Visualization Offering Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

Maps

(all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
Courthouse Room 104	25 Methodist Hill Drive
Bloomington, IN 47404	Rochester, NY 14623
Attn: Lisa Surface, Deputy Assessor	Attn: General Counsel
Phone: (812) 349-2607 Fax: (812) 349-2898	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement

shall remain in full force and effect.

9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
MONROE COUNTY, IN	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE: <small>DocuSigned by:</small> <i>Brian Brockmann</i>
NAME:	NAME: <small>919C59280FF1419...</small> Brian Brockmann
TITLE: <i>COUNTY COMMISSIONER</i>	TITLE: Corporate Vice President
DATE: <i>9/25/19</i>	EXECUTION DATE: 9/23/2019
	DATE OF RECEIPT (EFFECTIVE DATE): <i>9.25.19</i>

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #

C14695654

BILL TO
Monroe County, IN
Lisa Surface, Deputy Assessor
Courthouse Room 104
Bloomington, IN 47404
(812) 349-2607
lrsurface@co.monroe.in.us

SHIP TO
Monroe County, IN
Lisa Surface, Deputy Assessor
Courthouse Room 104
Bloomington, IN 47404
(812) 349-2607
lrsurface@co.monroe.in.us

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A117149	ldavis	Biennial

FIRST PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
109	IMAGERY - Reveal 1000 - R2 per square mile	Product includes: 0.75-inch (or better) GSD orthogonal images and 1-inch (or better) oblique images (4-way), available online via an active CONNECT account (purchased separately). Applicable Terms and Conditions: Online Services General Terms and Conditions	\$795.00	\$477.00 (40% - Long Term Incentive Discount)	\$51,993.00
83	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$405.00 (10% - Long Term Incentive Discount)	\$33,615.00
429	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$75.00	\$67.50 (10% - Long Term Incentive Discount)	\$28,957.50
2	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$3,300.00	\$2,475.00 (25%)	\$4,950.00
429	Tiles - Standard (9in GSD; TIFF format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in TIFF Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00	\$5.00 (50%)	\$2,145.00
192	Tiles - Standard (3in GSD; TIFF format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in TIFF Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$10.00 (50%)	\$1,920.00
2	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based	\$750.00	\$562.50 (25%)	\$1,125.00

		application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions			
192	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding AccuPlus product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$384.00
192	Mosaic - Area Wide (3in GSD; MrSID format, individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$384.00
429	Mosaic - Area Wide (9in GSD; MrSID format, individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$214.50
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
237	Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$118.50
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$10,000.00	\$0.00 (100%)	\$0.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
SUBTOTAL - FIRST PROJECT					\$126,005.50

SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
192	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$405.00 (10% - Long Term Incentive Discount)	\$77,760.00
429	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$75.00	\$67.50 (10% - Long Term Incentive Discount)	\$28,957.50
2	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$3,300.00	\$2,475.00 (25%)	\$4,950.00
429	Tiles - Standard (9in GSD; TIFF format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in TIFF Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00	\$5.00 (50%)	\$2,145.00
192	Tiles - Standard (3in GSD; TIFF format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in TIFF Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$10.00 (50%)	\$1,920.00
2	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions	\$750.00	\$562.50 (25%)	\$1,125.00
192	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$384.00
192	Mosaic - Area Wide (3in GSD; MrSID format; combined) Per Sector	Available with purchase of corresponding AccuPlus product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$384.00
429	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$214.50

1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
237	Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$118.50
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$10,000.00	\$0.00 (100%)	\$0.00
SUBTOTAL - SECOND PROJECT					\$118,157.50

THIRD PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
192	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$405.00 (10% - Long Term Incentive Discount)	\$77,760.00
429	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$75.00	\$67.50 (10% - Long Term Incentive Discount)	\$28,957.50
2	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$3,300.00	\$2,475.00 (25%)	\$4,950.00

429	Tiles - Standard (9in GSD; TIFF format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in TIFF Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00	\$5.00 (50%)	\$2,145.00
192	Tiles - Standard (3in GSD; TIFF format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in TIFF Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$10.00 (50%)	\$1,920.00
2	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions	\$750.00	\$562.50 (25%)	\$1,125.00
192	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$384.00
192	Mosaic - Area Wide (3in GSD; MrSID format; combined) Per Sector	Available with purchase of corresponding AccuPlus product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$384.00
429	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$214.50
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
237	Mosaic - Area Wide (9in GSD; MrSID format; combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$118.50
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access	\$10,000.00	\$0.00 (100%)	\$0.00

		imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions			
SUBTOTAL – THIRD PROJECT					\$118,157.50

Thank you for choosing Pictometry as your service provider.	TOTAL	\$362,320.50
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¹Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

FIRST PROJECT

Due at Signing	\$15,750.68
Due at Initial Shipment of Imagery	\$47,252.07
Due at First Anniversary of Shipment of Imagery	\$63,002.75
Total Payments	\$126,005.50

SECOND PROJECT

Due at Initial Shipment of Imagery	\$59,078.75
Due at First Anniversary of Shipment of Imagery	\$59,078.75
Total Payments	\$118,157.50

THIRD PROJECT

Due at Initial Shipment of Imagery	\$59,078.75
Due at First Anniversary of Shipment of Imagery	\$59,078.75
Total Payments	\$118,157.50

PRODUCT PARAMETERS

FIRST PROJECT

IMAGERY

Product: IMAGERY - Reveal 1000 - R2 per square mile
Leaf: Leaf Off: Less than 30% leaf cover

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Leaf: Leaf Off: Less than 30% leaf cover

Product: IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: Pictometry Connect - CA - 100
Admin User Name: Lisa Surface
Admin User Email: lrsurface@co.monroe.in.us
Geofence: IN Monroe (Primary Geofence)

Product: Pictometry Connect View - CA
Admin User Name: Lisa Surface
Admin User Email: lrsurface@co.monroe.in.us
Geofence: IN Monroe (Primary Geofence)

SECOND PROJECT

IMAGERY

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Leaf: Leaf Off: Less than 30% leaf cover

Product: IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: Pictometry Connect - CA - 100
Admin User Name: Lisa Surface
Admin User Email: lrsurface@co.monroe.in.us
Geofence: IN Monroe (Primary Geofence)

Product: Pictometry Connect View - CA
Admin User Name: Lisa Surface
Admin User Email: lrsurface@co.monroe.in.us
Geofence: IN Monroe (Primary Geofence)

THIRD PROJECT

IMAGERY

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Leaf: Leaf Off: Less than 30% leaf cover

Product: IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: Pictometry Connect - CA - 100
Admin User Name: Lisa Surface
Admin User Email: lrsurface@co.monroe.in.us
Geofence: IN Monroe (Primary Geofence)

Product: Pictometry Connect View - CA
Admin User Name: Lisa Surface
Admin User Email: lrsurface@co.monroe.in.us
Geofence: IN Monroe (Primary Geofence)

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

RapidAccess—Disaster Response Program ("DRP")

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

- A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
- ☐ **Hurricane:** areas affected by hurricanes of Category 2 and higher.
 - ☐ **Tornado:** areas affected by tornados rated EF4 and higher.
 - ☐ **Terrorist:** areas affected by damage from terrorist attack.
 - ☐ **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
 - ☐ **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.
- B. **Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. **Online Services – Use of Pictometry Connect Explorer™** – Pictometry's DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

SECTION B**LICENSE TERMS****PICTOMETRY DELIVERED CONTENT
TERMS AND CONDITIONS OF USE**

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

- 5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies

of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

- 5.2 **Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 **Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 **Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 **Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

- 7.1 **Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 **Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

SECTION B**LICENSE TERMS****PICTOMETRY ONLINE SERVICES
GENERAL TERMS AND CONDITIONS**

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
 - (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
 - (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
 - (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York

shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

SECTION B**LICENSE TERMS****PICTOMETRY WEB VISUALIZATION OFFERING
TERMS AND CONDITIONS**

These Pictometry Web Visualization Offering Terms and Conditions (the "WVO Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "WVO License Agreement") that governs your use of Pictometry web visualization offerings (the "WVO Services"), the images available in the WVO Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "WVO Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the WVO License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to use and to provide public access to, and use of, the WVO Services solely for purposes of providing access to WVO Licensed Content in response to human-initiated, discrete location-specific requests through a single web site operated exclusively by or for you to serve you and your public constituencies and not for resale or redistribution or commercial use of any nature.
- 1.2 You may not copy or retain copies of the WVO Licensed Content obtained through the WVO Services or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the WVO Services or any other Pictometry Services, nor will you authorize or permit any user of the WVO Services to do so.
- 1.3 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos without the express written consent of Pictometry.
- 1.4 You may not remove, alter or obscure copyright notices or other notices contained in the WVO Licensed Content.
- 1.5 You may not offer any part of the WVO Services or the WVO Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.6 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the WVO Services or the WVO Licensed Content acquire any proprietary interest in the WVO Services, the WVO Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. TERMS OF ACCESS TO WVO SERVICES

- 2.1 You shall provide to all end-users of the WVO Services on the page through which they access such services conspicuous notice of the following terms of access: (a) WVO Licensed Content available through the WVO is copyrighted material, (b) end-users of the WVO Services are granted the right to access and view the WVO Licensed Content through the WVO Services for personal use only and not for commercial purposes of any type, (c) end-users of the WVO Services are prohibited from reproducing, reselling, transferring, redistributing or creating derivative works from WVO Licensed Content, (d) all right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belong to Pictometry or its third party suppliers, and (e) THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 2.2 The WVO Services, the WVO Licensed Content, and features and functionality within the WVO Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the WVO Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The WVO Services and the WVO Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The WVO Services and the WVO Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the WVO Services or from the WVO Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the WVO Services or contained in the WVO Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the WVO Services and the WVO Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the WVO Services and the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from such use.
- 3.6 Your reliance on the WVO Services and the WVO Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content assume no responsibility for any consequences resulting from the use of the WVO Services or the WVO Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the WVO Services and the WVO Licensed Content.
- 3.9 By accepting these WVO Terms and Conditions or by using the WVO Services or the WVO Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the WVO Services or the WVO Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the WVO Services or the WVO Licensed Content.

4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the WVO Services and the WVO Licensed Content available to you as authorized expressly by this WVO License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the WVO Services or the WVO Licensed Content, (b) the unavailability or interruption of the WVO Services or any features thereof or the WVO Licensed Content, (c) your or any other party's use of the WVO Services or the WVO Licensed Content, (d) the loss or corruption of any data or equipment in connection with the WVO Services or the WVO Licensed Content, (e) the content, accuracy, or completeness of the WVO Licensed Content,

all regardless of any assistance received in the use of the WVO Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the WVO Services.

- 5.2 "Covered Party" means (a) Pictometry, its affiliates and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry or its affiliates; and (b) each third party supplier of any WVO Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any WVO Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE WVO SERVICES OR THE WVO LICENSED CONTENT OR THIS WVO LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE WVO SERVICES IN THE TWENTY-FOUR MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE WVO SERVICES, THE WVO LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (OR ANY OTHER WVO SERVICES USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the WVO Services or the WVO Licensed Content, asserted against you by such third party provided: (i) all use of the WVO Services and the WVO Licensed Content was in accordance with this WVO License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the WVO Services or the WVO Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
- (b) In addition to Section 5.5(a), if the WVO Services, the operation thereof or the WVO Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the WVO Services or the WVO Licensed Content, (ii) replace or modify the WVO Services or the WVO Licensed Content so that they become non-infringing; or (iii) terminate the WVO License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this WVO License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this WVO License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you but will apply to all similarly situated Pictometry customers using the WVO Services. You may terminate this WVO License Agreement upon written notice to Pictometry if any change to the terms and conditions of this WVO License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the WVO Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this WVO License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this WVO License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this WVO License Agreement by you or someone using the WVO Services, Pictometry may temporarily suspend or discontinue providing access to the WVO Services without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the WVO Services or any WVO Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 You may not assign or otherwise transfer your rights or delegate your duties under this WVO License Agreement without the prior written consent of Pictometry. Any attempt by you to assign, transfer or delegate your rights or obligations under this WVO License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this WVO License Agreement. This WVO License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This WVO License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this WVO License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.
- 6.7 This WVO License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this WVO License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this WVO License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the WVO Services or any WVO Licensed Content has the right to assert and enforce the provisions of this WVO License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this WVO License Agreement or your payment obligations with respect to access to the WVO Services or the WVO Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This WVO License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF WEB VISUALIZATION OFFERING TERMS AND CONDITIONS]

SECTION B**LICENSE TERMS****PICTOMETRY SOFTWARE
LICENSE AGREEMENT**

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6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
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 - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
 - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
 - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

- F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

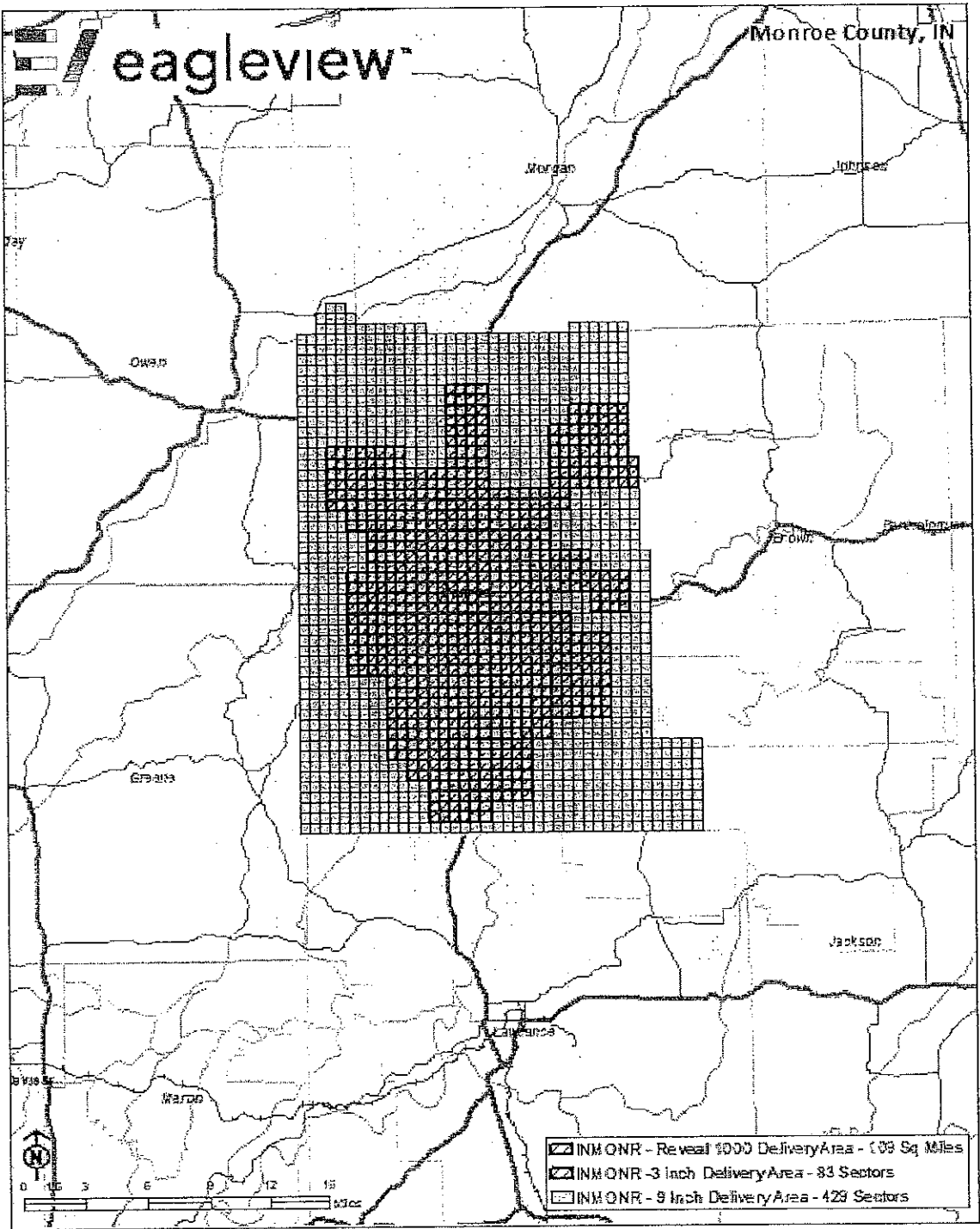
[END OF SOFTWARE LICENSE AGREEMENT]

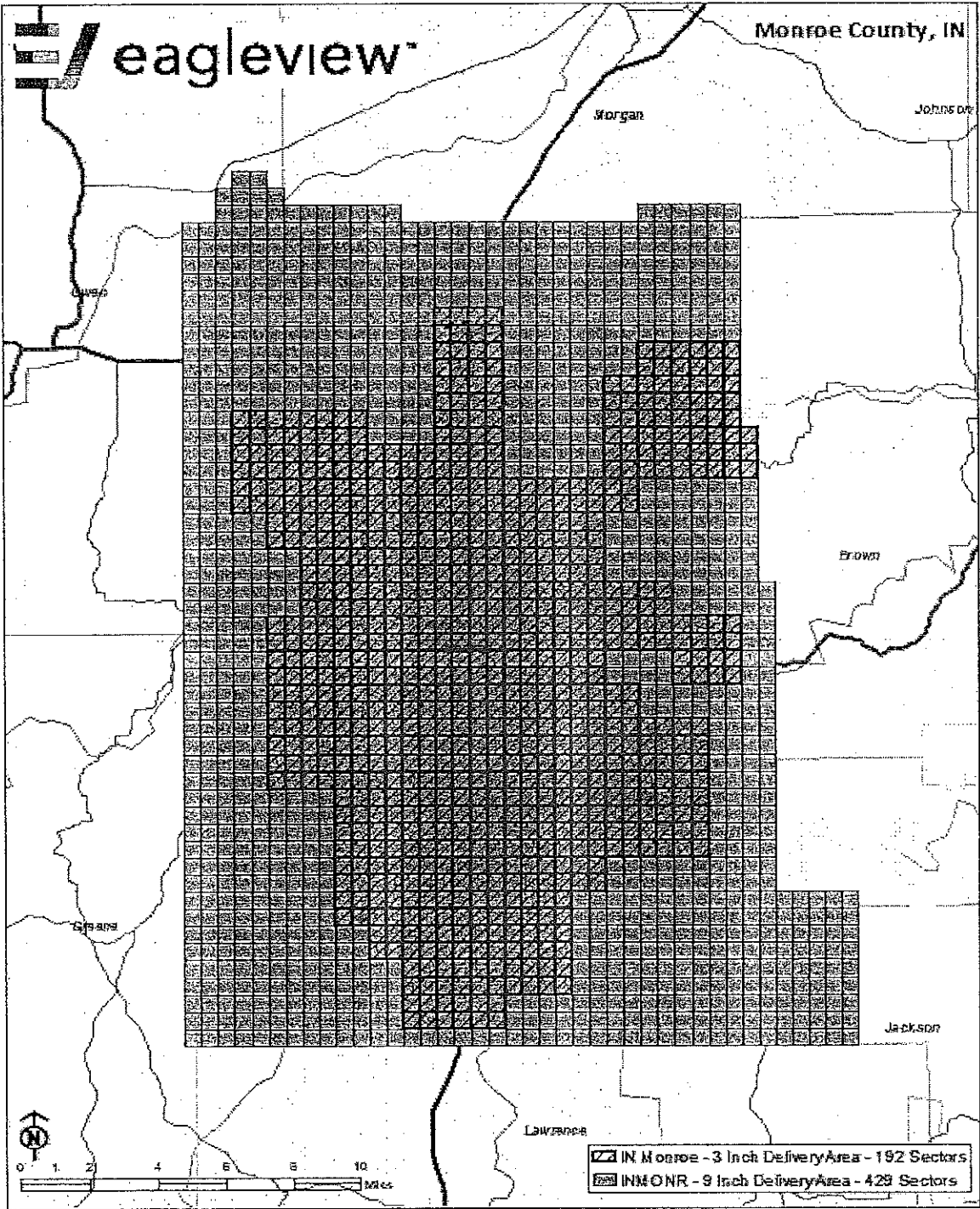
SECTION C**NON-STANDARD TERMS AND CONDITIONS**

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.
2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Indiana, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Indiana in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.
3. Non-appropriation of Funds: Notwithstanding anything herein to the contrary, in the event that the funds due for subsequent projects and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:
 - a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent project;
 - b. This Agreement shall remain in full force and effect, however commencement of the subsequent project shall be deemed postponed until such time as funds for the subsequent project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Agreement; and
 - c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.
4. Promotional Contingency: The IMAGERY - Reveal 1000 product stated in the First Project Section A includes a promotional discount. This promotional discount is contingent on this Agreement being executed by Customer and returned to Pictometry no later than September 30, 2019.

[END OF NON-STANDARD TERMS AND CONDITIONS]

MAP(S)





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

2019-26 Hoosier Hills Bank Rezone

All Grants must complete the following

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

Or other identifying number

Pass Through Entity

Amount Received

Federal:

State:

Local Match:

Total Received:

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

Fund Name:

Fund Number

Amount:

Executive Summary:

This zoning map amendment request is for two (2) 3.4 +/- acre parcels in Richland Township at 3590 W State Road 46. The current zoning is Planned Unit Development (PUD). The rezone request is to change the zone for the petition site to Limited Business (LB) for the purposes of locating a financial institution on the site.

Person Presenting: Jackie Nester

Department: Planning

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

Submitted by: Jackie Nester

Date: 8/26/2019

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

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

ORDINANCE # 2019-26

Monroe County Plan Commission Zoning Map Amendment to Limited Business

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

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

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

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

SECTION I.

The following conditions of approval shall apply:

1. Sidewalk from W State Road 46 and N Centennial Drive be connected to the front façade of the building.
2. Only right turn access from W State Road 46 from westbound State Road 46 and design shall prohibit any east or westbound turn onto W State Road 46 from the interior of the property.
3. Petitioner must exclude pole signs and only may receive sign permit applications for wall or monument signs on the subject property.

The Monroe County Zoning Map is amended to rezone two 3.4 +/- acre parcels, located at 3590 W State Road 46 (Parcel # 53-04-13-400-032.000-011 & 53-04-13-400-043.000-011) in Richland Township, Section 13, from Planned Unit Development (PUD) to the Limited Business (LB) district.

SECTION II.

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

Passed and adopted by the Board of Commissioners of Monroe County, Indiana, this 11th day of September, 2019.

BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA

"Yes" Votes

Julie Thomas, President

Lee Jones, Vice President

Penny Githens, Commissioner

"No" Votes

Julie Thomas, President

Lee Jones, Vice President

Penny Githens, Commissioner

Attest:

Catherine Smith, Monroe County Auditor

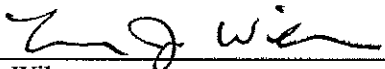
OFFICE OF
MONROE COUNTY PLAN COMMISSION
501 N Morton Street, Suite 224
BLOOMINGTON, IN 47404

TO: THE COMMISSIONERS OF MONROE COUNTY, INDIANA

CERTIFICATION

I, Larry Wilson, hereby certify that during its meeting on August 20, 2019 the Monroe County Plan Commission considered petition #1906-REZ-04 for an amendment (Ordinance # 2019-26) to the Monroe County Zoning Map and made a positive recommendation to approve thereon, based on the findings, highway and drainage engineers' reports, with a vote of 7-0.

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



Larry Wilson
Planning Director

8-26-2019
Date

MONROE COUNTY PLAN COMMISSION MEETING**August 20, 2019**

PLANNER Jackie Nester, AICP
CASE NUMBER 1906-REZ-04, Hoosier Hills Credit Union Rezone
PETITIONER Powder Monkey, C/o Hoosier Hills Credit Union
ADDRESS 3590 W State Road 46
REQUEST Rezone from Planned Unit Development (PUD) to Limited Business (LB)
ACRES 3.4 acres +/-
ZONE Planned Unit Development (PUD)
TOWNSHIP Richland
SECTION 13
COMP. PLAN
DESIGNATION: MCUA Mixed Use (Phase I) and Gateway West (Phase II)

EXHIBITS

1. Site Plan
2. Petitioner letter
3. Minutes from MCPC 2/18/1993 – Rezoning Powder Monkey PUD from LB
4. County Commissioners Ordinance – Rezone to PUD
5. Remonstrance – Easement for property at 4252 N Centennial Dr

RECOMMENDATION

Staff recommends **approval** based on the Findings of Fact subject to the County Highway and Drainage Engineer reports, subject to the following conditions:

1. Sidewalk from W State Road 46 and N Centennial be connected to the front façade of the building
2. Right turn only access off of W State Road 46
3. Petitioner commit to excluding pole signs and only propose wall or monument signs
4. Parking must be located on the side of the lot behind the building; if required to be in the front of the building, parking should be closer to W State Road 46

PLAN REVIEW COMMITTEE

The Plan Review Committee discussed this petition at their regularly scheduled meeting on July 11, 2019, and requested that staff consider conditions be placed on the recommendation in order to make sure the plans meet the intention of the Monroe County Urbanizing Area Plan Phase II. There was also a discussion of the easement for accessing the property off of N Centennial.

SUMMARY

The petition site is two parcels totaling 3.4 +/- acres located in Richland Township. The current zoning of the site is Planned Unit Development (PUD). The rezone request is to Limited Business (LB) for the purposes of a financial service use. The petitioner plans on adding a drive thru bank to the property if the rezone is approved. The petitioner would be required to meet the commercial site plan standards, including approvals from INDOT and the Highway Department for ingress/egress.

The petition site contains a home and one garage. The home and garage were built in 1978. If the rezone is approved, the residential use would be pre-existing nonconforming. The petitioner plans to remove both structures to place the bank in that area. The petition site is currently zoned PUD to allow for townhome development and commercial outlots. The underlying zoning in 1993 prior to rezoning was Limited Business (LB) (See Exhibit 4).

BACKGROUND

The petition is currently zoned as Planned Unit Development. The petitioner would like to rezone the property to allow for financial services use. Chapter 802 defines financial services as:

Financial Service. An establishment primarily engaged in providing financial and banking services. Typical uses include banks, savings and loan institutions, stock and bond brokers, loan and lending activities and similar services.

The following table includes a list of permitted uses within the Limited Business (LB) zoning district:

Limited Business (LB)			
Historic Adaptive Reuse	P	Interior Decorating	P
Boarding House	P	Legal Service	P
Historic Adaptive Reuse	P	Locksmith	P
Accessory Use	P	Massage Studio	P
Community Center	P	Office	P
Daycare Facility	P	Parking Facility	P
Governmental Facility	P	Photographic Services	P
Group Home Class I	P	Real Estate Agency	P
Group Home Class II	P	Real Estate Sales office Or Model	P
Historic Adaptive Reuse	P	Shoe Repair	P
Medical Clinic	P	Small Engine and Motor Repair	P
Religious Facilities	P	Tailoring	P
Remote Garbage/Rubbish Removal	C	Temporary Seasonal Activity	P
Retirement Center	P	Travel Agency	P
Telephone and Telegraph Services	P	Veterinary Service (Indoor)	P
Utility Service Facility	P	Accessory Use	P
Water Treatment Facility	P	Apparel Shop	P
Accessory Use	P	Bakery (Retail)	P
Appliance Repair	P	Bookstore	P
Barber Service	P	Camera and Photographic Supply	P
Beauty Service	P	Confectionery	P
Bed and Breakfast	P	Convenience Store	P
Boat Storage	P	Drugstore	P
Caterer	P	Florist (Retail)	P
Coin Operated Cleaning/Laundry	P	Fruit Market	P
Convenience Storage	P	Gift Shop	P
Copy Service	P	Gunshop	CU
Dry Cleaning and Laundry Pickup	P	Handicrafts	P
Electrical Repair	P	Hardware	P
Employment Agency	P	Historic Adaptive Reuse	P
Equipment Rental	P	Liquor Store	P
Estate Services	P	Meat Market	P
Financial Service	P	Restaurant	P
Historic Adaptive Reuse	P	Sporting Goods	P
Insurance Agency	P	Accessory Use	P
		Historic Adaptive Reuse	P

Accessory Use	P
Historic Adaptive Reuse	P
Park and Recreational Services	P
Accessory Use	P

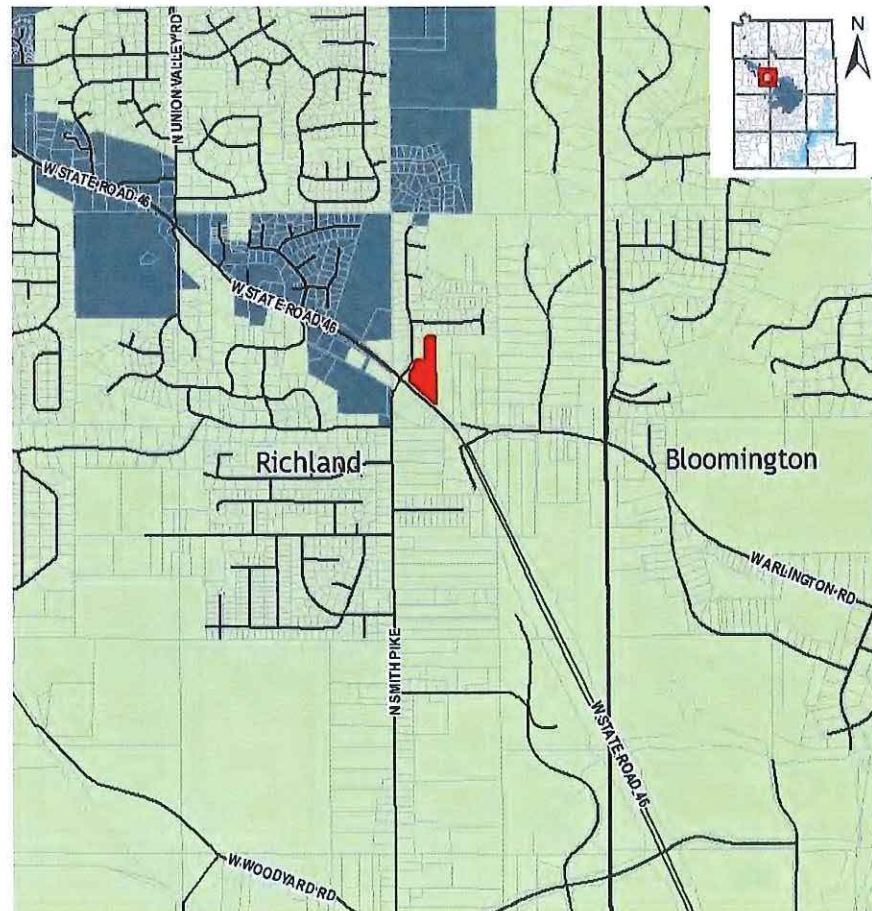
Construction Trailer	P
Historic Adaptive Reuse	P
Adult Oriented Businesses	P

LOCATION MAP

The petition site is located at 3590 W State Road 46 in Section 13 of Richland Township.

Location Map

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



0 0.125 0.25 0.5 Miles

Monroe County
Planning Department
Source: Monroe County GIS
Date: 7/3/2019

ZONING

The petition site is zoned Planned Unit Development (PUD). The neighboring zones are Limited Business (LB), General Business (GB), and Low and Medium Density Residential (LR & MR).

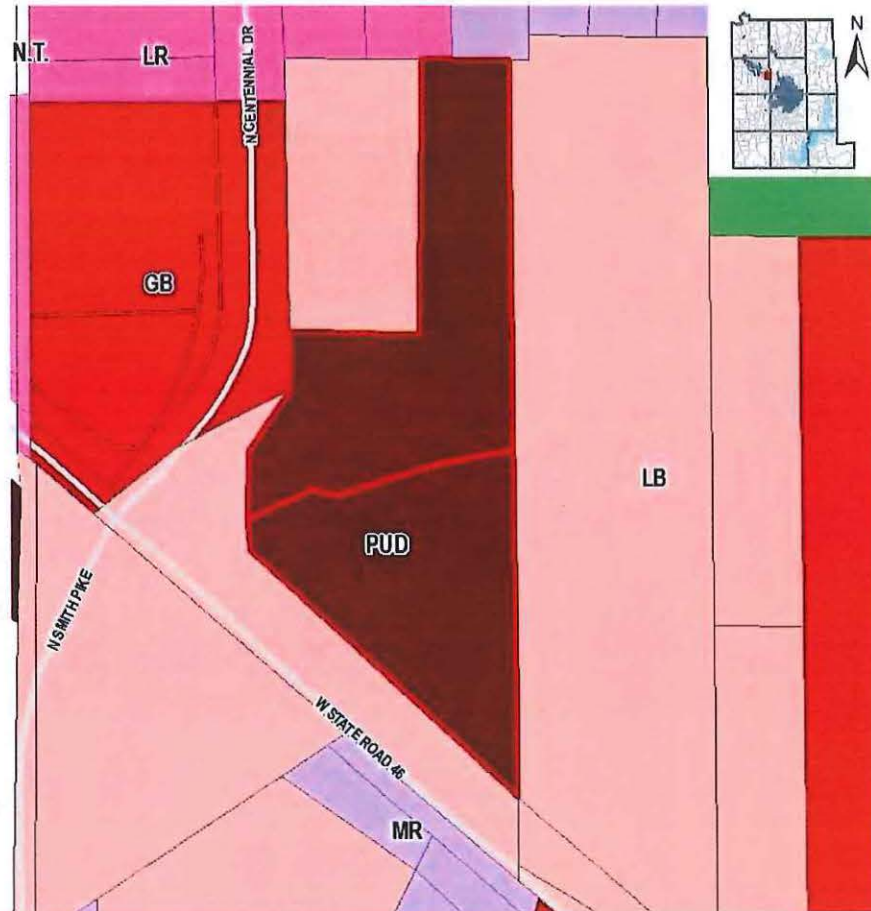
Current Zoning Map

-  Petitioner
-  Parcels
-  Roads
- Monroe County Zoning**
 -  AG/RR - Agriculture/Rural Reserve
 -  GB - General Business
 -  LB - Limited Business
 -  LR - Low Density Residential
 -  MR - Medium Density Residential
 -  N.T. - No Tag (Outside Juris.)
 -  PUD - Planned Unit Development
 -  Town of Ellettsville

0 0.0125 0.025 0.05 Miles



Monroe County
Planning Department
Source: Monroe County GIS
Date: 7/3/2019

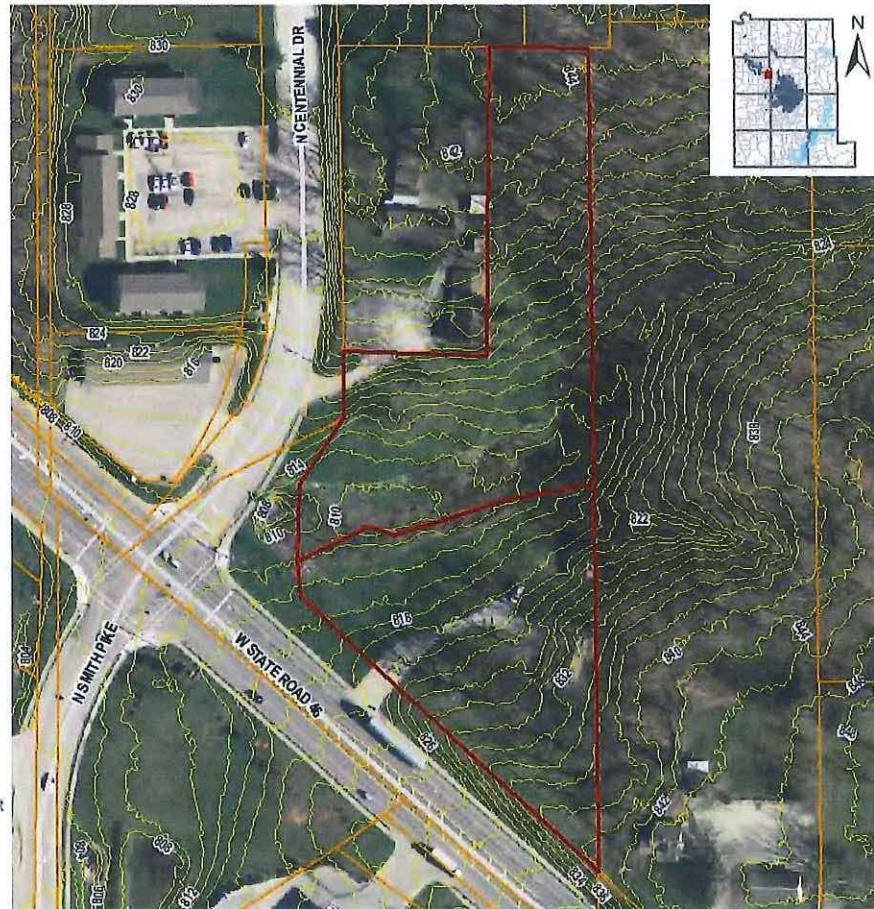


SITE CONDITIONS

The petition site is two parcels totaling 3.4 +/- acres. The request is rezone both parcels. The lots contain frontage along Centennial and SR 46. The petitioners will likely need to combine the two parcels before developing the lot in order to have a drive thru from Centennial to SR 46, and to have less restrictive setbacks.

Site Conditions Map

-  Petitioner
-  Parcels
-  2-Foot Contours
-  Roads



0 62.5 125 250 Feet





Monroe County
Planning Department
Source: Monroe County GIS
Date: 7/3/2019

Slope Map

-  Petitioner
-  Parcels
-  10-Foot Contours
-  Roads

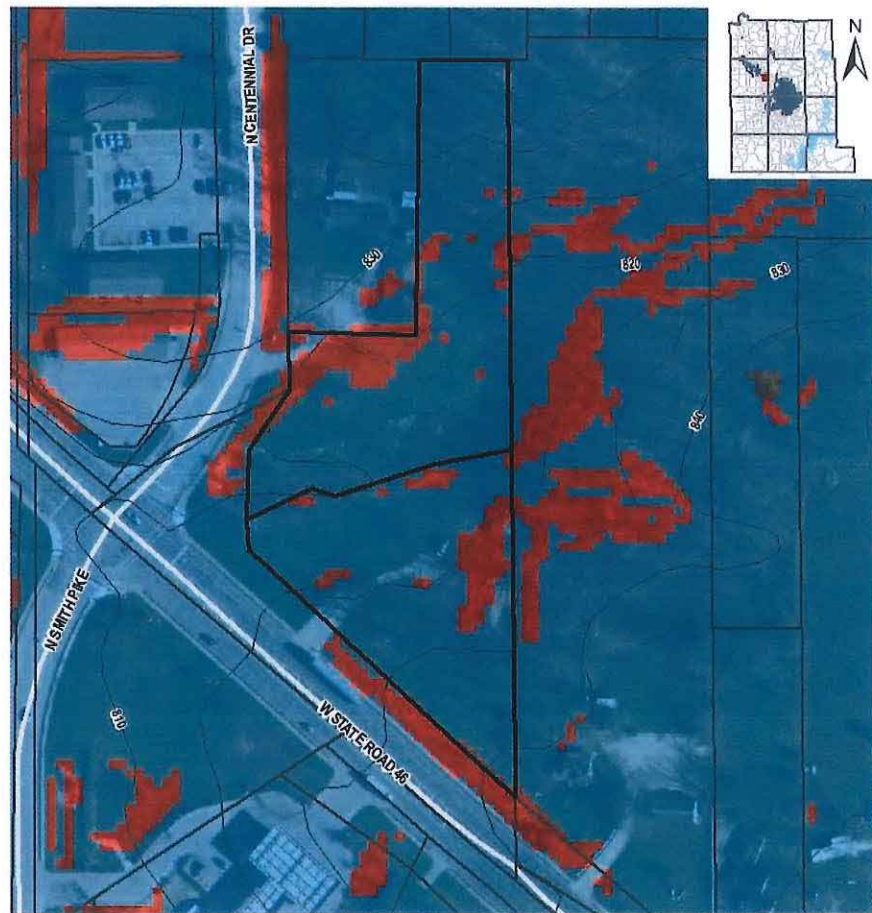
Percent Slope (2010)

-  0 - 15
-  > 15

0 30 60 120 180 240 Feet



Monroe County
Planning Department
Source: Monroe County GIS
Date: 7/3/2019



SITE PHOTOS



Photo 1. View of current driveway using an easement through the petition site to access 4252 N Centennial DR



Photo 2. View of the petition site along the west property line, facing south on Centennial



Photo 3. View of the site, facing east.



Photo 4. View from the SW property line, facing east on SR 46



Photo 5. View of the current home site on the property, facing NE



Photo 6. View of the existing driveway off of 46 the petitioner is proposing to utilize.



Photo 7. View of the home and garage from the driveway to be removed.



Photo 8. Birdseye view, facing North.

COMPREHENSIVE PLAN DISCUSSION

The petition site is located within the Employment designation area of the Comprehensive Plan:

5.1.0 Mixed-Use

Mixed-use districts are the densest, most pedestrian-oriented development types in the urbanizing area.

This land use type will vary in terms of form, scale, character, and the specific mix of uses, depending on location, access considerations and existing development context.

Uses may be integrated vertically within buildings, such as residential or office over ground-floor retail, or horizontally among single-use buildings that are closely coordinated with one another. Mixed-use areas may take the form of linear corridors along major roadways, large districts that serve as regional destinations for commerce, dining and entertainment, or small nodes at crossroads that serve nearby residential neighborhoods or employment areas. Mixed-use areas offer the greatest flexibility in terms of land use. Individual parcels of land within a larger mixed-use area may be developed with a single use, so long as the site is designed in a way to integrate with surrounding sites to create a whole that is greater than the sum of parts.

Most areas designated as mixed-Use on the land Use map are in locations with existing suburban-style development. These locations offer opportunities for reinvestment, infill, redevelopment, and transformation into more walkable centers of activity within the Urbanizing Area. Examples include the Third Street corridor, the Tapp Road/Sr-45/Curry Pike Area, and key intersections along the South Walnut Street corridor.

A. Transportation

Streets

Developments should be designed to create a system of interconnected streets and blocks. Ideally, new streets should be platted as public rights-of-way through the subdivision process; however, private streets may also be acceptable, provided that they are designed and maintained to public street standards and are made publicly accessible through dedicated easements.

Bike, Pedestrian, and Transit Modes

Mixed-use streets should incorporate the full suite of complete street and “green” street design techniques. Streets should safely accommodate pedestrian and bicycle travel, as appropriate to the larger context of the transportation system and the surrounding scale and character of development. Wider sidewalks or an enhanced buffer along the street will provide a safer environment for pedestrians while allowing greater access to businesses in mixed-use areas. Streets should not be designed with a “one-size fits all” approach. Local streets may accommodate cyclists through an overall design that discourages high travel speeds by motorists, such as the use of narrower travel lanes (10 to 11 feet), on-street parking, and smaller curb radii at intersections (15 to 25 feet). These streets may simply require pavement markings or signage indicating that cyclists may use the travel lane. On the other hand, multi-lane roads should provide enhanced bicycle infrastructure, such as on-street bicycle lanes, cycletrack facilities, or off-street shared use paths, with special attention to transitions between different facility

types. As the most likely to support transit service in the future, mixed-use streets should be designed to accommodate potential transit expansion.

B. Utilities

Sewer and Water

Most areas designated for mixed-use development in the land Use Plan are already served by sewer and water infrastructure. All new developments should conduct water and sewer capacity analyses and contribute to system upgrades if necessary. Major sewer line extensions or upgrades, should be coordinated with other roadway or streetscape improvements where possible to minimize traffic disruption and improve cost efficiency of capital improvements. A major advantage to mixed-use development is that it reduces the peak usage in the area due to the diversity of building uses.

Power

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

Communications

Communications needs will vary within mixed-use developments, but upgrades to infrastructure should be a key consideration for future development sites. The county should create a standard for development of communications corridors to supplement and complement University research and development and the existing information technology sector.

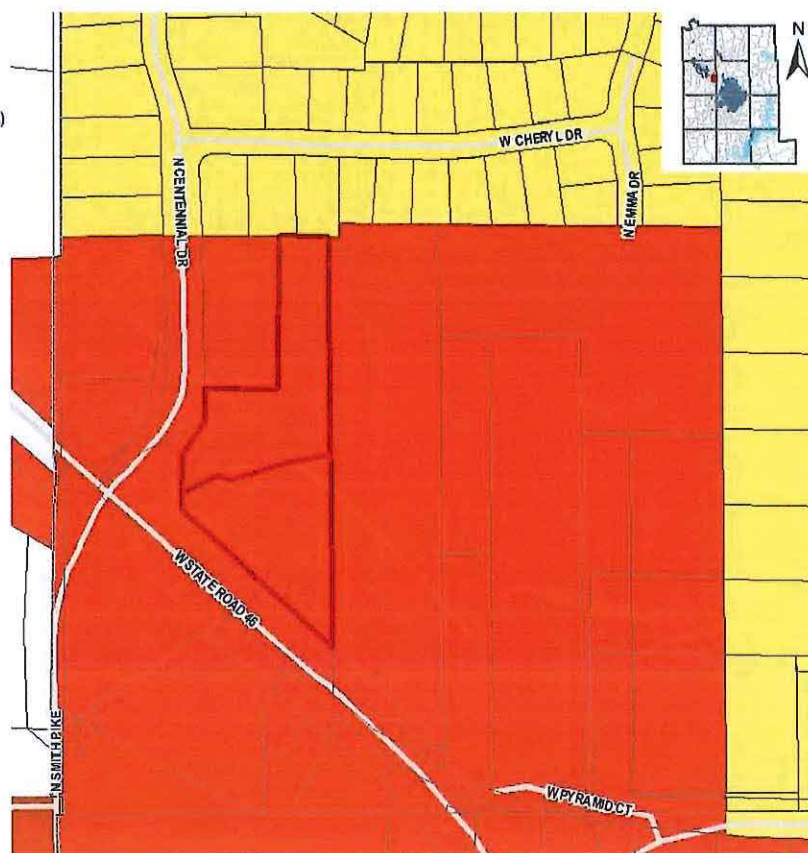
Comprehensive Plan

-  Petitioner
-  Townships
-  Monroe Co. Urbanizing Area (MCUA)
-  Parcels
-  Roads
- Comp. Plan Land Use (Updated 2015)**
 -  Designated Communities
 -  MCUA Mixed Use
 -  MCUA Suburban Residential
 -  Town of Ellettsville

0 0.02 0.04 0.08 Miles



Monroe County
Planning Department
Source: Monroe County GIS
Date: 7/3/2019



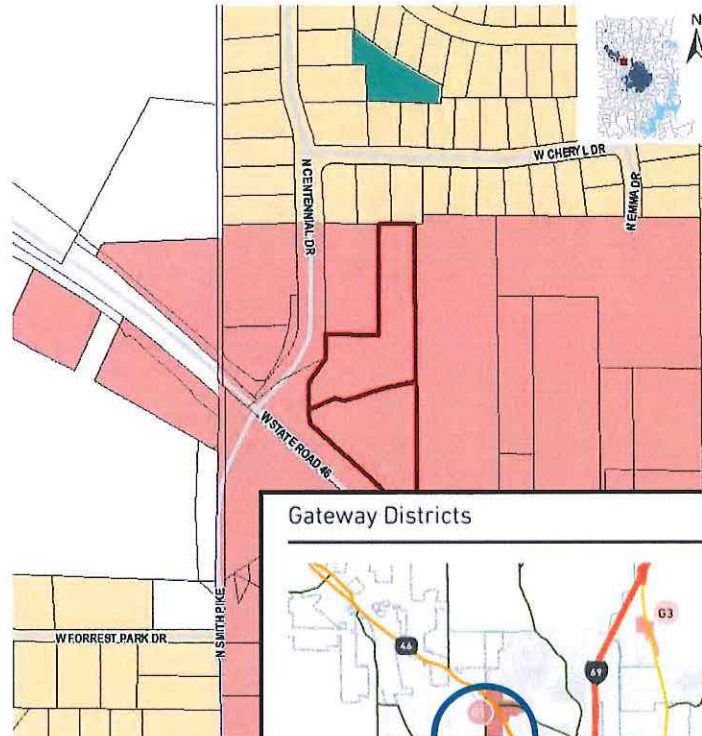
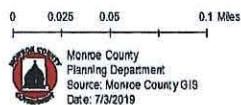
G1

GATEWAY WEST

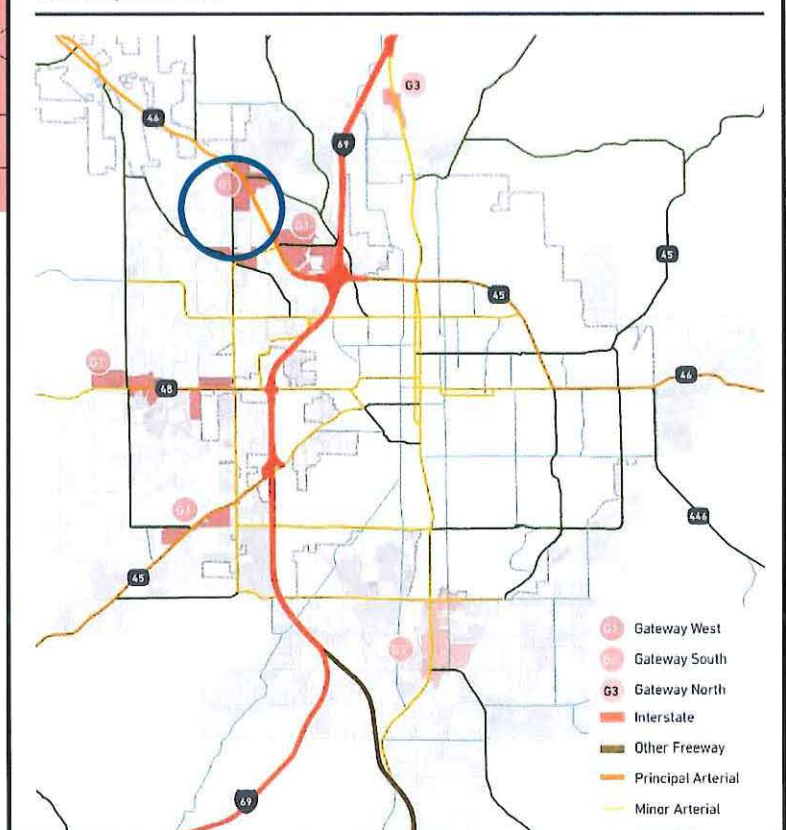
This district includes properties with frontage along major roadway corridors on the west side of the Urbanizing Area, in locations that serve as important areas of transition between the Urbanizing Area and adjacent jurisdictions, most notably the City of Bloomington as well as the Town of Ellettsville. This district is primarily intended to implement the vision for new mixed use development and redevelopment in the Third Street Corridor and North Park focus areas of the Urbanizing Area Plan, as well as other mixed use nodes identified in the land use plan.

Proposed Zoning Map (2016)

-  Petitioner
-  Parcels
-  Roads
- Proposed Zoning**
 -  G1 - Gateway West
 -  N2 - Neighborhood Development
 -  OS - Open Space



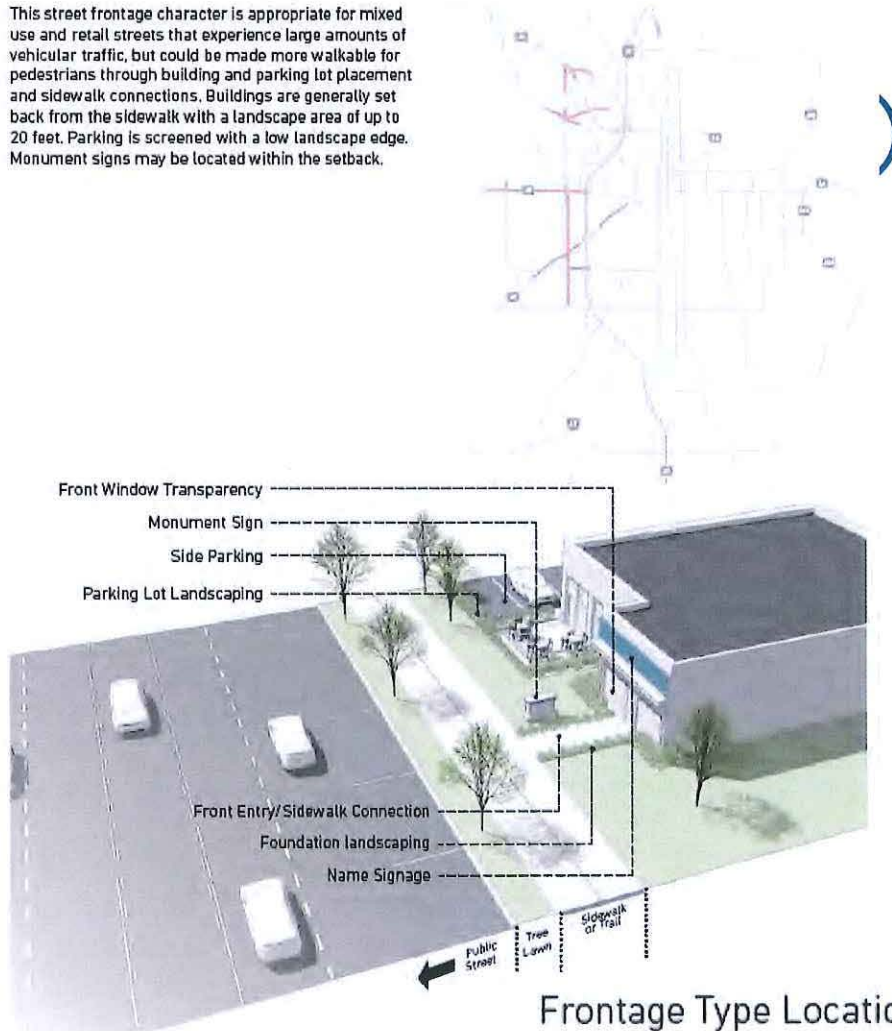
Gateway Districts



Street Frontage

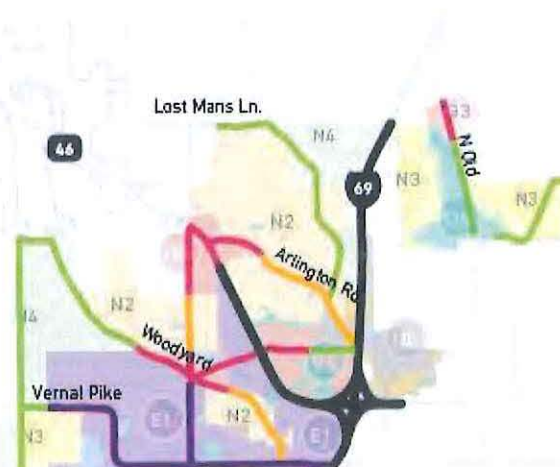
Commercial Corridor Frontage

This street frontage character is appropriate for mixed use and retail streets that experience large amounts of vehicular traffic, but could be made more walkable for pedestrians through building and parking lot placement and sidewalk connections. Buildings are generally set back from the sidewalk with a landscape area of up to 20 feet. Parking is screened with a low landscape edge. Monument signs may be located within the setback.



Frontage Type Locations - Primary Roads

- Highway
- Commercial Corridor**
- Employment
- Neighborhood Commercial
- Neighborhood Residential
- Green Transitions



Building Type Locations

	GATEWAY DISTRICTS		
	G1	G2	G3
Single Family - Small Lot (Rear-Loaded)		+	
Single Family - Small Lot (Front-Loaded)		+	
Single Family - Contemporary			
Single Family - Mid-Century			
Single Family - Rural Residential			
Attached Townhome	+	+	
Attached Courtyard		+	
Two-Family Home (Duplex)		+	
Multi-Family	+	+	
Commercial	+	+	+
Commercial Outlot	+	+	+
Neighborhood Mixed-Use	+	+	
Mixed-Use	+	+	
Office Building	+	+	+
Civic/Institutional Building	+	+	+
Flex Building - Option A	+	+	+
Flex Building - Option B			
Large-Format Flex Industrial			
Re-Use/Retrofit	+	+	+

Development Types

	DEVELOPMENT TYPE A
ACTIVITY	LAND USE TYPE <ul style="list-style-type: none"> > Work > Live > Work/Live > Commerce > Congregate > Educate > Automotive > Air services > Agriculture > Recreate > Community > Conditional Uses > Accessory Uses
	INTENSITY LEVEL (Examples to be calibrated depending on context and applicability) <ul style="list-style-type: none"> > Traffic Volume - High > Parking Lot Size (>15,000 sf)** > Activities and projects conducted between the hours of 10:00 pm and 6:00 am at night > Greater than 10 Employees on Largest Shift > Greater than 10 Residential Units
CONTEXT	CHARACTER DISTRICT <ul style="list-style-type: none"> > Gateway > Employment > Special district
	FRONTAGE TYPES <ul style="list-style-type: none"> > Highway > Commercial Corridor > Employment > Neighborhood Commercial
BUILT FORM	BUILDING TYPE <ul style="list-style-type: none"> > Townhomes > Attached Courtyard > Multi-Family > Commercial > Commercial Outlot > Neighborhood Mixed-Use > Mixed Use > Office > Civic/Institutional > Flex
	DESIGN GUIDELINES/ REQUIREMENTS <ul style="list-style-type: none"> > Applicable Landscaping based on Frontage Type Standards** > Maximum Landscaping on District Edges** > Performance Standards Management Plan > Traffic Study and Access Management Plan > Open Space** > Stormwater Management**

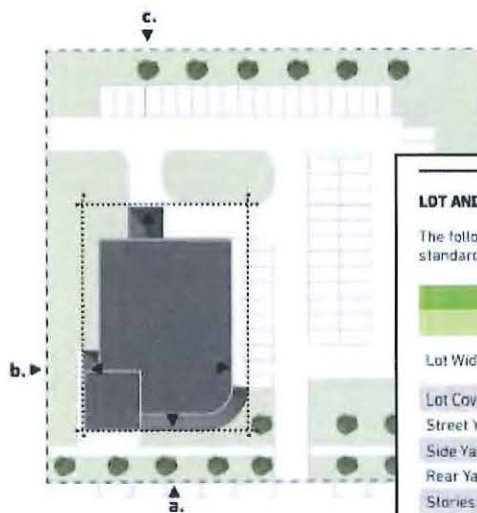
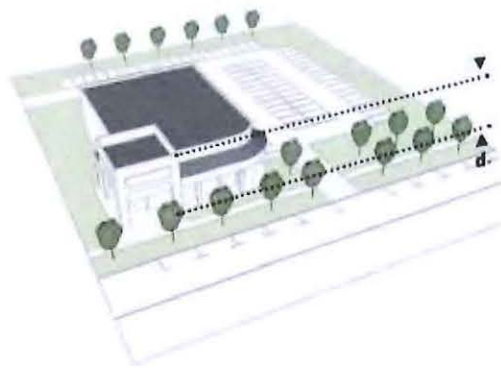
Building Typologies

Commercial

COMMERCIAL BUILDING DESCRIPTION

An individual building designed to accommodate a single commercial tenant. Parking is located to the side or rear.

TYPICAL LOT CONFIGURATION



BENCHMARK EXAMPLES



LOT AND BUILDING STANDARDS

The following lot and building standards provide typical development parameters for commercial buildings. These standards may require further calibration for application to specific locations within the urbanizing area.

	E1, E2		G1, G2, G3		N1, N2	
	MIN.	MAX.	MIN.	MAX.	MIN.	MAX.
Lot Width:	30'	Context Dependent	30'	Context Dependent	30'	Context Dependent
Lot Coverage:	no min	60%	no min	60%	no min	60%
Street Yard (a):	5'	25'	5'	25'	5'	25'
Side Yard (b):	5'	no max	5'	no max	5'	no max
Rear Yard (c):	15'	no max	15'	no max	15'	no max
Stories:	1		1		1	
Height (d):	no min	35'	no min	35'	no min	35'
Sign Types:	Wall, monument, blade, awning				Monument, wall, window, awning, blade	
Parking Types:	Side or Rear					
Development Type:	AB		AB		B	

Diagram for these concepts on the following page.

Development Standards

Basic Site Development Standards

The purpose of the site development standards included in this zoning framework is to establish a clear and consistent approach to achieving the Urbanizing Area's objectives for physical development form, including an emphasis on walkable development character for residential, commercial and mixed use development, as well as efficient development patterns to promote environmental preservation, community quality of life, and the County's economic development objectives in employment-oriented districts.

The following development standards framework outlines the basic elements of site design that should be applied to new development. Each of these elements is further defined for various development contexts through the designation of street frontage typologies in the next section of the zoning framework.

1. Pedestrian Zone

All streets have a streetside pedestrian zone. The minimum pedestrian zone should generally be 15 feet in width, measured from the existing or planned back of curb or edge of pavement. This will accommodate a minimum tree lawn/planting zone and minimum sidewalk or bicycle path in a variety of configurations, depending on the street type and character district. Pedestrian zones may be wider depending on street type, character district, and extent of existing street right-of-way.

- a. Existing Sidewalks. If the back edge of the existing sidewalk or bicycle path is greater than 15 feet from the back of curb, this edge defines the width of the pedestrian zone. If the back edge of the existing sidewalk or bicycle path is less than 15 feet from back of curb, the pedestrian zone remains 15 feet in width.

2. Façade Zone

Most building types have a required façade zone, designated by the minimum and maximum front building setback. The front façade of a building must be located entirely within the façade zone.

- a. The minimum and maximum front building setback is measured from the back edge of the pedestrian zone, but may also be affected by the location of the public right-of-way line.

3. Street Orientation

The front façade of a building must face and be parallel (or nearly parallel) to the street, and located within the façade zone.

4. Façade Coverage

The front façade of a building covers a certain percentage of the lot width, depending on the building type.

5. Pedestrian Access

All buildings must have a prominent, operable main entrance on the front façade, with a direct pedestrian walk connection to the public sidewalk. For some building types, the entrance may be located at the corner of the front façade.

6. Vehicular Access

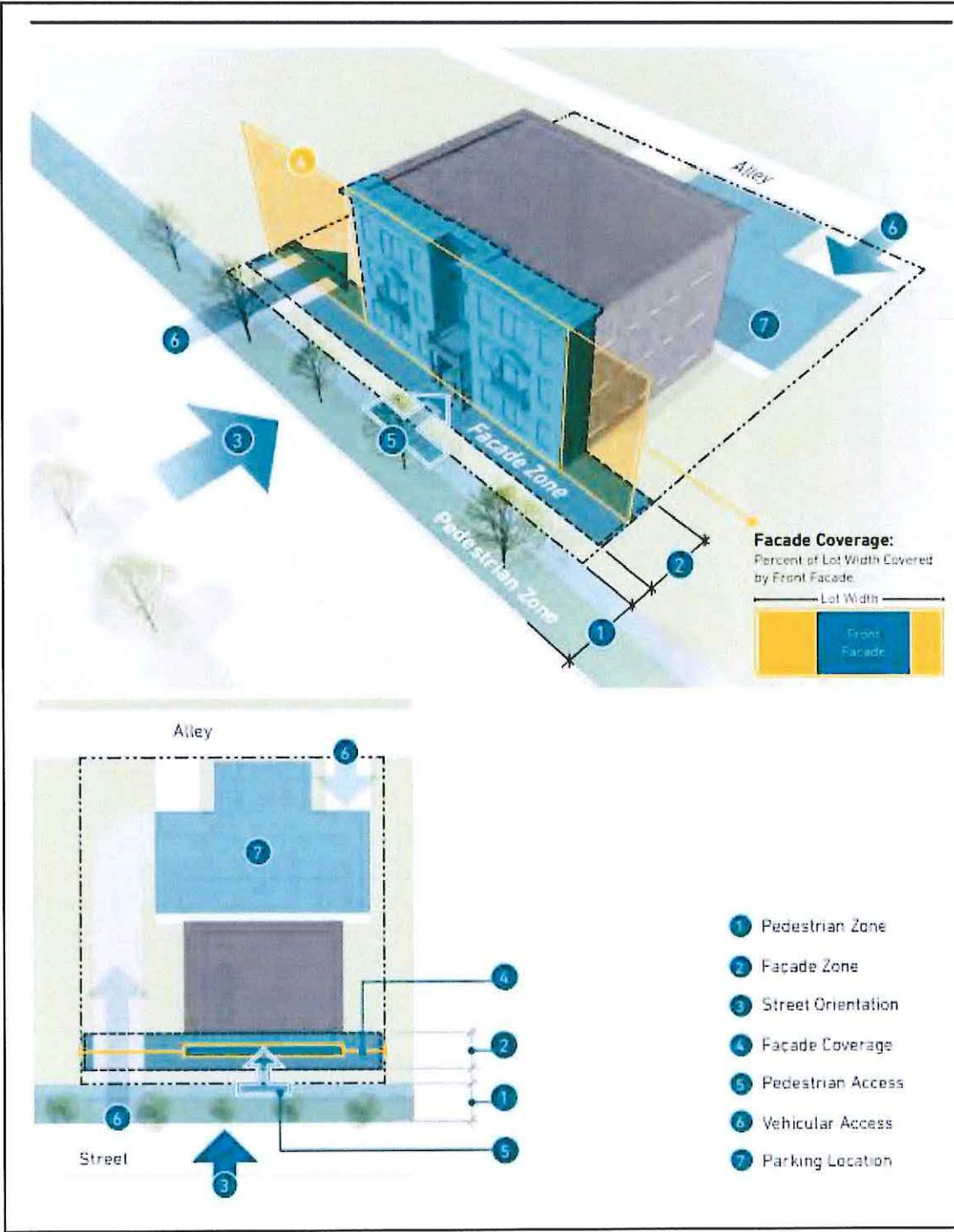
Vehicular access should be provided from a side street, rear alley, or shared rear parking lot connection wherever possible, and avoided on primary streets if possible. Curb cuts on primary streets should be minimized in quantity and width.

7. Parking Location

With the exception of Flex Building Types, off-street parking, loading, and associated drive aisles may not be located between the front building façade and the street.

- a. This does not include front-loaded driveways for residential garages, but parking areas may not be paved in any other portion of a residential front yard.

See concepts described on the previous page.



FINDINGS OF FACT - REZONE

In preparing and considering proposals to amend the text or maps of this Zoning Ordinance, the Plan Commission and the Board of County Commissioners shall pay reasonable regard to:

(A) The Comprehensive Plan;

Findings:

- The Urbanizing Area Plan designates the petition site as Mixed Use;
- According to the Urbanizing Area Plan, Mixed Use areas “may take the form of linear corridors along major roadways, large districts that serve as regional destinations for commerce, dining and entertainment, or small nodes at crossroads that serve nearby residential neighborhoods or employment areas.”
- The rezone request is to change the zone for the petition site from Planned Unit Development to Limited Business;
- The current use of the petition site is a single family residence, which is pre-existing nonconforming according to their PUD ordinance;
- The PUD district does not allow for financial service use to add a bank to this site;
- If approved, the petitioner would have to submit a commercial site plan meeting all requirements;

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

Findings:

- See Findings under Section A;
- The rezone request is to change the zoning for the entirety of the site to the Limited Business (LB) District which is described by the County’s Zoning Ordinance, Chapter 802, as follows:
Limited Business (LB) District. The character of the Limited Business (LB) District is defined as that which is primarily intended to meet the essential business needs and convenience of neighboring residents. Limited business uses should be placed into cohesive groupings rather than on individual properties along the highways and access control should be emphasized. Its purposes are: to encourage the development of groups of nonresidential uses that share common highway access and/or provide interior cross-access in order to allow traffic from one business to have access to another without having to enter the highway traffic; to discourage single family residential uses; to protect environmentally sensitive areas, such as floodplain, karst, and steep slopes; and to maintain the character of the surrounding neighborhood. Therefore, the number of uses permitted in the LB District is limited. Some uses are conditionally permitted. The conditions placed on these uses are to insure their compatibility with the adjacent residential uses.
- The petition site was previously zoned Limited Business (LB) but was rezoned to PUD in order to allow for commercial outlots and townhomes on the same property;
- A driveway permit from INDOT and County Highway will need to be sought for the purposes of site plan approval;
- The site is less than 15% slope (see Slope Map);
- The petition site is not located in FEMA Floodplain;
- There are no known karst areas;

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

Findings:

- See Findings under Section A and Section B;
- The surrounding parcels on all sides are zoned Limited Business (LB), General Business (GB), and Low and Medium Density Residential (LR & MR).

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

Findings:

- Property value tends to be subjective;
- The LB zoning designation would be consistent with adjoining parcels;
- The effect of the approval of the rezone on property values is difficult to determine;

(E) Responsible development and growth.

Findings:

- See Findings under Section A, Section B, and Section C;
- According to the Monroe County Thoroughfare Plan, W State Road 46 is a Major Arterial (150' of R/W) and N Centennial DR is a Local Road (50' of R/W);
- The petitioner is proposing to use the existing driveway access off of Centennial and W SR 46;
- There is access to sewer on this property for future use;

EXHIBIT ONE: Site Plan

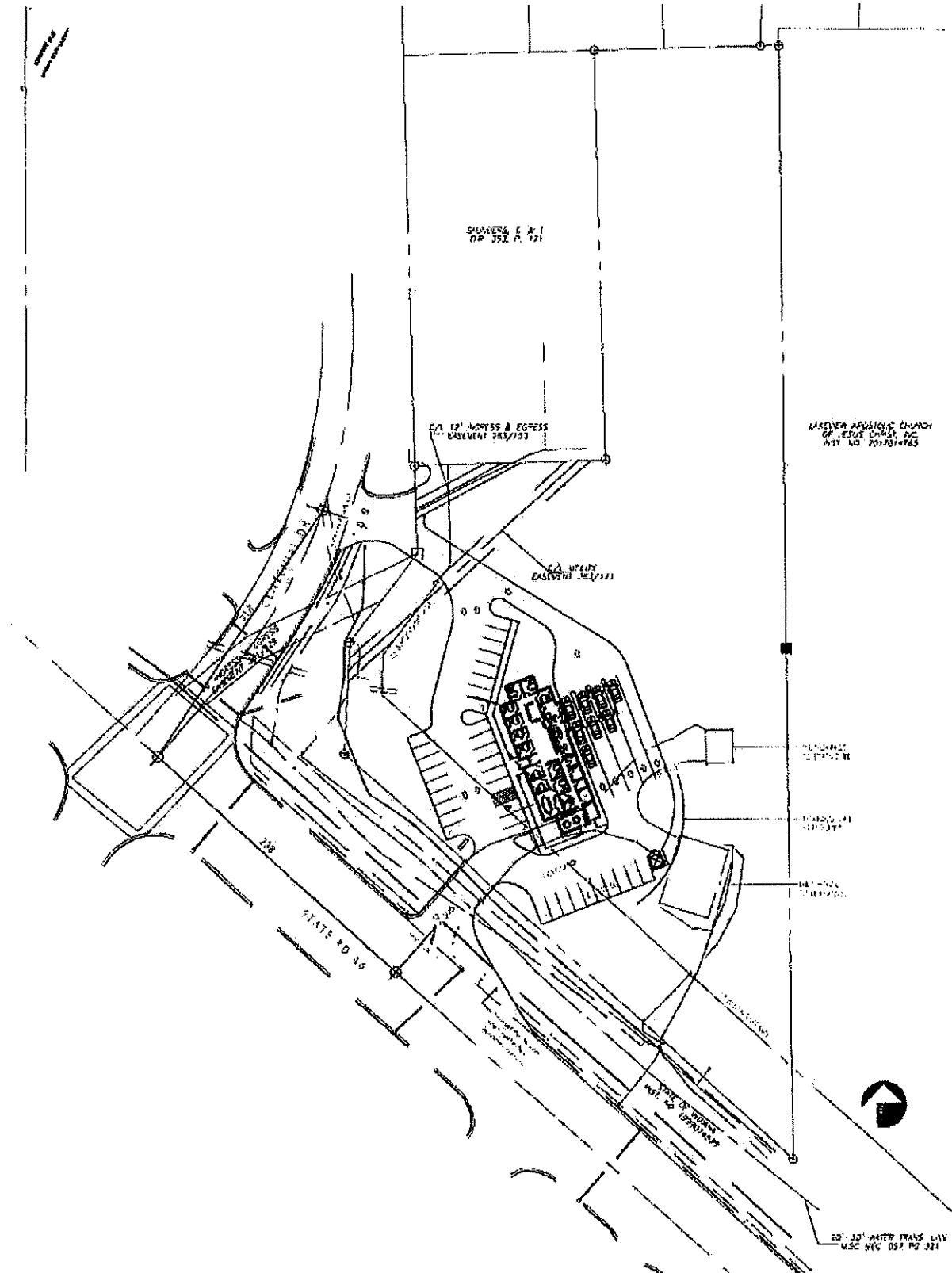


EXHIBIT TWO: Petitioner Letter



116 West 6th Street, Suite 200
P.O. Box 2639
Bloomington, Indiana 47402-2639
TEL: 812.332.6556
FAX: 812.331.4511
michael@carminparker.com

June 4 2019

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

RE: Zoning Petition
Our File No.: 24559-1

Dear Plan Commission Members:

Hoosier Hills Credit Union petitions to rezone property located at 3590 W. State Road 46, Bloomington, Indiana from Residential PUD to Limited Business (LB).

The property presently is owned by Powder Monkey LLC, an Indiana limited liability company.

The zoning for properties adjacent on the east, west and south are LB and general business (GB). At the far north end of the parcel the adjacent properties are zoned residential. Hoosier Hills Credit Union desires to develop the property for financial institution use. Financial services are permitted uses in the LB and GB zones. Primary access to the site, if developed for financial services use, would be from Centennial Drive with limited traffic entering from State Road 46.

Petitioner will make a zoning commitment to restrict traffic on State Road 46 to right-in only (west bound traffic) and not allow exit traffic onto State Road 46 or left turn traffic from State Road 46 onto the property.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'Michael L. Carmin'.
Michael L. Carmin

*Petitioner requests waiver
of second meeting.*

MLC/srh
414707

EXHIBIT THREE: MINUTES FROM MCPC 2/18/1993 – REZONING POWDER MONKEY PUD FROM LB

MONROE COUNTY PLAN COMMISSION
MINUTES - FEBRUARY 18, 1993

PAGE 12

Limestone Co.) and two active stone mills (Fluck Limestone Co. & Star Stone Co.) within a 3 to 4 mile radius.

Most desirable land use: Agriculture and residential - considering the quality of stone on this property.

Conservation of property values: Property value will increase. Development is not allowed in an Industrial zone.

Responsible development and growth: Yes - an AG zone would allow development and comply with the intent of the Comprehensive Plan.

LOCAL REZONING ISSUES:

State Highway zoning -- n/a.

Isolated commercial zoning -- n/a.

Causing more congestion on inadequate roads -- Current plans are to build three homes on this property. The Highway Dept. will address this issue.

Recommendation: Forward to the County Commissioners with a positive recommendation.

The Staff report ends here.

McDonald stated that the proposed development does not create any foreseeable problems for the Highway Dept.

Danny Abram represented the petition saying he would like to build three homes. Abram said the lot sizes would be a minimum of three acres each.

There were no remonstrators.

The vote was unanimous to approve the rezone. The petition will be forwarded to the County Commissioners with a positive recommendation.

#93-0207

Terry Elkins, represented by Bynum Fanyo & Associates, Inc.
700 N. Walnut Street, Bloomington, IN 47401.

PETITION: OUTLINE PLAN APPROVAL of a LB/Planned Commercial Development to develop two commercial outlots and 24 residential dwelling units.

LOCATION: 4.27 acres in Richland Twp., Section 13, on Centennial Drive.

ZONE: Limited Business

MCPC ACTION: Tilton read the petition. Strauss gave the Staff Report saying:

Phase I of this development will consist of 24 multifamily townhomes. Construction is anticipated for this spring or summer. Phase II will be the commercial outlots and construction is anticipated for 1994 depending on market conditions. Phase II fronts S.R. 46. Ingress/egress is by way of Centennial Drive for both sections. There was discussion at the Subdivision Review Committee (SRC) meeting that the existing drive off S.R. 46 that serves a house on one of the proposed outlots may be used for ingress only.

With the S.R. 46 improvements Centennial Drive will be aligned to join Smith Pike at the stop light. The County Highway Dept. has issued a commercial driveway permit off Centennial saying future development and traffic may require the driveway entrance to be redesigned.

Utilities will be provided by Eastern Richland Sewer Corp., PSI Energy, and the Town of Ellettsville for the water. There are letters in the file for these services. Jeff Fanyo is getting a letter from the fire department regarding fire protection.

Bill Williams met with Fanyo and approved the 28 ft. paved road and paved parking areas for Phase I. Fanyo has submitted a traffic analysis. The plat shows 50 parking spaces.

The Ordinance says there must be an appropriate buffer area between the PCD and adjacent residential use districts. The drawing shows white pines on the east boundary of Outlot 2. The adjacent neighbors may ask for more buffering - they've been in to see the file.

The Ordinance says the landscaping plan shall include but not be limited to building entrances, visual screens and parking areas. The plat shows some landscaping. Fanyo says he will submit a complete plan and schedule with the Development Plan.

The SRC suggests sidewalks be built on the north line of the Ingress/egress to Centennial Drive between the detention pond and the curb.

Mr. & Mrs. Saunders, who own the video store and residence adjacent to the northwest of the project, plan to attend the meeting to express concern about their easement rights.

The proposed land use map of the First Draft of the Comprehensive Plan has this area targeted for Village Settlement. The Comprehensive Plan says... "These settlements are encouraged to have mixed residential, convenience, commercial, industrial... and are served with water, gas and sanitary sewer systems".

Recommendation: The petition meets the minimum criteria for Outline Plan approval and specifics will follow with the Development Plan. If all concerns are addressed satisfactorily, Staff recommends forwarding this petition to the County Commissioners with a positive recommendation.

The Staff Report ends here.

Jeff Fanyo represented the petition with his client, Susan Elkins. Fanyo said the Code allows for all the uses proposed in this LB zone. He said he has spoken with the Saunders and explained that the outline plan is schematic and not based on a detailed survey. Fanyo said Mr. & Mrs. Saunders will be accommodated at development plan. Fanyo said his clients agree to put in the sidewalk.

Mrs. Teresa Saunders, adjacent property owner, said she is concerned about her utility easement. She said she didn't want her water shut off or interrupted and she would like a buffer of trees or a fence to separate her property from the townhomes.

Tapp said the outline plan looks good. He asked Fanyo if there is any problem in dedicating a 75 ft. right-of-way from the centerline parallel to S.R. 46 for the future improvement to S.R. 46. Fanyo answered no.

O'Neill said the intersection of Centennial Dr. with S.R. 46 is dangerous now. He asked when the aligning improvements were to be made. Tilton speculated that this improvement would be in the second phase of the overall improvement project and would possibly take place in 1995 or 1996. Wise asked if Smith Pike or Centennial Dr. was to be moved. Fanyo said Centennial Dr. will be moved 35' to the east and Smith Pike will go through the existing gas station to be aligned with Centennial Dr.

Henegar said the site may take quite a bit of earth moving. He said a good erosion control plan will be necessary. Fanyo said the erosion control will be done according with State standards.

The vote was unanimous to forward the petition to the County Commissioners with a positive recommendation subject to 1) a sidewalk built on the north line of the ingress/egress to Centennial Dr. and, 2) a 75' right-of-way, from the centerline and parallel to S.R. 46, dedicated for the future improvement of S.R. 46, 3) an adequate drainage and erosion control plan.

.....
#93-0208

Matthew & Lorelei Cascio, represented by Bynum Fanyo & Associates, Inc., 700 N. Walnut Street, Bloomington, IN 47401.

PETITION: MINOR SUBDIVISION to create three lots that are less than five acres in size.

LOCATION: 0.92 acres in Richland Twp., Section 13, on Deer Path Drive.

ZONE: Limited Business.

MCPC ACTION: O'Neill read the petition. Strauss gave the Staff Report saying:

This property sits adjacent to the north of Cedar Bluff Gardens; adjacent and west of Springs Valley Subdivision and south of Lynwood Estates.

There are two single family houses on the 0.92 acre parcel. The Cascios would like to further develop the property by building a three unit apartment building. This subdivision would bring the existing homes into compliance by giving them their own lot and would provide a lot for the apartment building.

EXHIBIT FOUR: COUNTY COMMISSIONERS ORDINANCE - REZONE TO PUD

PLAN COMMISSION ORDINANCE #260

For: Ophia B. Hall and Donald O. Skirvin and Paula J. Cain
Joint Tenants With Rights of Survivorship

An ordinance to amend the Monroe County Zoning Maps which were adopted on August 29, 1986.

Whereas, the Board of Commissioners of Monroe County, Indiana, passed a zoning ordinance and adopted zoning maps on August 29, 1986, which ordinance and maps are incorporated herein; and,

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

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

SECTION I

The Monroe County Zoning Maps are amended to reclassify:

A part of the West half of the southeast quarter of Section Thirteen (13), Township Nine (9) North, Range Two (2) West, in Monroe County, Indiana, bounded and described as follows, to-wit: Beginning at a point which is One Thousand Five Hundred Eighteen and eighty-four hundredths (1518.84) feet South and Eight Hundred Sixty-eight and thirty-nine hundredths (868.39) feet West of the Northeast corner of the West half of the said Southeast quarter; thence South One (1) degree Zero (00) minutes West for Three Hundred One (301) feet; thence West for One Hundred Forty-three (143) feet; thence South One (1) degree Zero (00) minutes West for Sixty-four and fifty hundredths (64.50) feet; thence South Sixty-five (65) degrees Twenty-three (23) minutes West for One Hundred Forty-one and seventy-one hundredths (141.71) feet; thence South Fifty-three (53) degrees thirty-six (36) minutes West for Sixty-eight and twenty hundredths (68.20) feet and to the right-of-way of State Road #46; thence South Forty-nine (49) degrees Two (02) minutes East along the said right-of-way for Ninety-nine and eighty hundredths (99.80) feet; thence North Sixty-seven (67) degrees East for One Hundred Sixty-two and eighty-seven hundredths (162.87) feet; thence South Seventy-one (71) degrees East for Twenty-seven (27) feet; thence North Seventy-four (74) degrees Thirty (30) minutes East for One Hundred Sixteen and fifty hundredths (116.50) feet; thence North Eighty-one (81) degrees Thirty (30) minutes East for Eighty-five and fifty hundredths (85.50) feet; thence North Zero (00) degrees Twenty (20) minutes East for Four Hundred Forty-eight (448) feet; thence West for One Hundred Thirty-nine (139) feet and to the point of beginning, containing in all Two and Eighteen hundredths (2.18) acres, more or less.

Subject to an easement of ingress and egress Twenty (20) feet in width on the Southeast side of the lines running South Sixty-five (65) degrees Twenty-three (23) minutes West for One Hundred Forty-one and Seventy-one hundredths (141.71) feet and the line running South Fifty-three (53) degrees and Thirty-six (36) minutes West for Sixty-eight and twenty hundredths (68.20) feet to the State Highway right-of-way.

ALSO, part of the West half of the Southeast quarter of Section Thirteen (13), Township Nine (9) North, Range Two (2) West, in Monroe County, Indiana, bounded and described as follows, to-wit: Beginning at a point Eighteen Hundred Sixty-six and Seventy-nine hundredths (1866.79) feet South and Seven Hundred Thirty-one and Forty-six hundredths (731.46) feet West of the Northeast corner of the said West half of the Southeast quarter of Section Thirteen (13), Township Nine (9) North, Range Two (2) West; thence running over and along the line fence that forms the North property line of a trailer park, the following courses and distances: South Eighty-one (81) degrees Thirty (30) minutes West for Eighty-five and one-half (85½) feet; thence South Seventy-four (74) degrees Thirty (30) minutes West for One Hundred Eighteen and one-half (118½) feet; thence North Seventy-one (71) degrees West for Twenty-seven (27) feet and South Sixty-seven (67) degrees West for One Hundred Seventy-four (174) feet and to the North right-of-way line of State Road #46, thence running South Forty-nine (49) degrees Two (2) minutes East over and along the said North right-of-way line of said State Road #46 for Five Hundred Twelve (512) feet and to the East line of the said trailer park; thence running North Zero (0) degrees and Twenty (20) minutes West for Four Hundred Thirty-nine (439) feet and to the place of beginning. Containing Two and Nine hundredths (2.09) acres, more or less.

From Limited Business to Limited Business/Planned Commercial Development.

SECTION II

This ordinance shall be in full force and effect from and after its passage and adoption by the Board of Commissioners of Monroe County, Indiana, and is subject to terms specified in the March 17, 1993, meeting. (see minutes)

260 Hall, Skirvin, & Cain

Rezoning Ordinance #260 cont.

Passed and adopted by the Board of Commissioners of Monroe County, Indiana, this 17 day
of March, 1993.

BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA

"Yes" Votes

Tim Tilton
Tim Tilton, President

Joyce Poling
Joyce Poling, Vice President

Mary Forester-Kinzer, Member

"No" Votes

Tim Tilton, President

Joyce Poling, Vice President

Mary Forester-Kinzer, Member

ATTEST:

Margaret Cook
Margaret Cook, Monroe County Auditor

260 Hall, Skirvin & Cain

EXHIBIT FIVE: REMONSTRANCE - EASEMENT FOR PROPERTY AT 4252 N CENTENNIAL

REMANO

908657

363 PAGE 171

Tax Mailing Address: 6150 N. Arlington Road, Bloomington, IN 47401

WARRANTY DEED

THIS INDENTURE WITNESSETH, That RUTH LYNN DEYKES formerly RUTH McWHIRTER, an adult, of Monroe County, in the State of Indiana, CONVEY AND WARRANT to THOMAS C. SAUNDERS and TERESA J. SAUNDERS, husband and wife, of Monroe County, in the State of Indiana, for and in consideration of Ten Dollars (\$10.00) and other valuable considerations not herein expressed, the receipt whereof is hereby acknowledged, the following described REAL ESTATE in Monroe County, in the State of Indiana, to-wit:

A part of the West half of the Southeast Quarter of Section Thirteen (13), Township Nine (9) North, Range Two (2) West, in Monroe County, Indiana, bounded and described as follows: Beginning at a point One Thousand Five Hundred Eighteen and Eighty-four Hundredths (1,518.84) feet South and Eight Hundred Sixty-eight and Thirty-nine Hundredths (868.39) feet West of the Northeast corner of the said West half of the Southwest Quarter of said Section Thirteen (13), Township Nine (9) North, Range Two (2) West; thence running West for One Hundred Forty-three (143) feet; thence South One (01) degree West for Three Hundred One (301) feet; thence East for One Hundred Forty-three (143) feet; thence North One (01) degree East for Three Hundred One (301) feet to the place of beginning.

Along with an easement for ingress and egress described as follows to-wit: Beginning at the southwest corner of the above described property and running thence East for 58.71 feet and to the true point of beginning; running thence South 64 degrees 55 minutes 48 seconds West for 73.96 feet and to the East right-of-way of Centennial Drive, as shown in the plat of Highland Park Estates, recorded in Plat Book No. 6, page 141 in the office of the Recorder of Monroe County, Indiana, said ingress and egress being 6.00 feet on each side of the above described line.

Conveying also the Utility Easement described as follows: Beginning at the Southeast corner of the real estate described herein, and running thence West 20 feet and to the point of beginning, running thence South forty-nine (49) degrees, Forty-one (41) minutes, Three (03) seconds West for Three Hundred Twenty-nine and Forty-six Hundredths (329.46) feet and to the North right-of-way of State Road No. 46, said easement being Six (6.0) feet on each side of the above described line.

Subject to the first installment of taxes for 1989, due and payable in May, 1990, and all taxes subsequent thereto.

In Witness Whereof, the said grantor has hereunto set her hand and seal, this 4th day of August, 1989.

RUTH LYNN DEYKES formerly
known as RUTH McWHIRTER

DULY ENTERED
FOR TAXATION

AUG 07 1989

Register
Auditor Monroe County, Indiana

RECORDED
A.M. P.M. 1:55

AUG 07 1989

Recorder
RECORDER MONROE CO., IN

RECEIVED
JUL 02 2019
MONROE COUNTY CLERK

STATE OF INDIANA, COUNTY OF MONROE, SS:

Before me, the undersigned, a Notary Public, in and for said County and State, this 4th day of August, 1989, personally appeared the within named RUTH LYNN DEYASS formerly known as RUTH McWHIRTER, Grantor in the above conveyance, and acknowledged the execution of the same to be her voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My commission expires:

Cathy A. Todd
Notary Public

2/19/91

Cathy A. Todd
Residing in Monroe County, IN

This Instrument Prepared By: Daniel C. Stewart, Attorney at Law



Key
628

Form No. 1

Use of this form constitutes practice of law and is limited to practicing lawyers.

803830

QUITCLAIM DEED

850 346 PAGE 328

THIS INDENTURE WITNESSETH, That Jeffrey J. McWhorter
("Grantor") of Monroe County in the State of Indiana
QUITCLAIM (\$) to Ruth McWhorter
of Monroe County in the State of Indiana for the sum of
ONE AND 00/100 Dollars (\$ 1.00) and other
valuable consideration, the receipt of which is hereby acknowledged, the following described real
estate in Monroe County, Indiana:
See Exhibit "A" attached.

RECORDED
A.M. P.M. 1:33
JY APR 18 1988
RECORDER MONROE CO., IN

DULY ENTERED
FOR TAXATION

APR 18 1988

Robney J. Brown
Auditor, Monroe County, Indiana

IN WITNESS WHEREOF, the Grantor has executed this deed, this 18th day of
April, 19 88

Signature _____	Signature <u>Jeffrey J. McWhorter</u>
Printed _____	Printed <u>JEFFREY J. MCWHORTER</u>
Signature _____	Signature _____
Printed _____	Printed _____

STATE OF INDIANA
COUNTY OF MONROE SS

Before me, a Notary Public in and for said County and State, personally appeared Jeffrey J. McWhorter

who acknowledged the execution of the foregoing

Quitclaim Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 17th day of March, 19 88

My commission expires

12/6/91

Signature Kelly A. Scott

Printed Kelly A. Scott Notary Public

Residing in Monroe County, Indiana.

This instrument was prepared by Joseph A. Kelley, attorney at law.

A part of the West half of the Southeast Quarter of Section Thirteen (13), Township Nine (9) North, Range Two (2) West, in Monroe County, Indiana, bounded and described as follows: Beginning at a point One Thousand Five Hundred Eighteen and Eighty-four Hundredths (1,518.84) feet South and Eight Hundred Sixty-eight and Thirty-nine Hundredths (868.39) feet West of the Northeast corner of the said West half of the Southwest Quarter of said Section Thirteen (13), Township Nine (9) North, Range Two (2) West; thence running West for One Hundred Forty-three (143) feet; thence South One (01) degree West for Three Hundred One (301) feet; thence East for One Hundred Forty-three (143) feet; thence North One (01) degree East for Three Hundred One (301) feet to the place of beginning. Containing One (1.00) acre, more or less.

Together with an easement for ingress and egress described as follows: Beginning at the Southwest corner of the above described real estate and running thence East for Sixty-six and Seventy-one Hundredths (66.71) feet and to the true point of beginning; running thence South Sixty-four (64) degrees, Fifty-five (55) minutes, Forty-eight (48) seconds West for Seventy-three and Ninety-six Hundredths (73.96) feet and to the East Right-of-way of Centennial Drive, as show in the plat of Highland Park Estates, recorded in Plat Book No. 6, page 141, in the Office of the Recorder of Monroe County, Indiana, said ingress and egress being six (6.0) feet on each side of the above described real estate.

Conveying also the Utility Easement described as follows: Beginning at the Southeast corner of the One (1.00) acre tract hereinabove described, and running West for Twenty (20.0) feet and to the point of beginning; running thence South Forty-nine (49) degrees, Forty-one (41) minutes, Three (03) seconds West for Three Hundred Twenty-nine and Forty-six Hundredths (329.46) feet and to the North right-of-way of State Road No. 46, said easement being Six (6.0) feet on each side of the above described line.

EXHIBIT "A"

DULY ENTERED FOR
TAXATION

75521

SEP 25 1964

Warranty Deed

161 25

CHARLEY GEORGE and ORPHA GEORGE,
husband and wife,

of Monroe County, in the State of Indiana, convey and warrant to

ROBERT L. JOHNSON and PHYLLIS JOHNSON,
husband and wife,

of Monroe County, in the State of Indiana, for and in consideration of \$1,000 and other
good and valuable consideration not herein expressed,

the receipt whereof is hereby acknowledged, the following described Real Estate in Monroe County, in the
State of Indiana, to-wit:

A part of LN LOTS Two Hundred Seventy-three (273)
and Two Hundred Seventy-four (274) in the City of
Bloomington, Monroe County, Indiana, bounded as follows,
to-wit: Commencing at the Northeast Corner of said In
Lot Two Hundred Seventy-three (273) thence South on the
East line thereof thirty-three (33) feet; thence due
West Ninety-two (92) feet; thence due North Thirty-three
(33) feet to the North line of said In Lot Two Hundred
Seventy-four (274); thence due East to the place of
beginning.

Subject to any and all conditions, utility easements,
highways, rights of way and other restrictions and limi-
tations of record affecting said real estate.

Subject to the taxes for the year 1963, due and
payable in the year 1964, and all subsequent taxes.



In Witness Whereof, the said CHARLEY GEORGE and ORPHA GEORGE,
husband and wife,

have hereunto set their hand and seal this 1st day of May, 1964.

Charley George (Seal) *Orpha George* (Seal)
Charley George Orpha George

RECORDED
At 9:30 O'clock A.M. (Seal)

STATE OF INDIANA, COUNTY OF MONROE, ss:

Before me, the undersigned, a Notary Public in and for said County, and State, this 1st

day of May, A.D. 1964, personally appeared the within named

Charley George and Orpha George, husband and wife,

Grantors, in the above conveyance, and acknowledged

to be the same to be their voluntary act and deed, for the uses and purposes herein mentioned.

WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission expires May 4, 1965.

Leroy Baker Notary Public
Leroy Baker

This Instrument Prepared by
LEROY BAKER, Attorney
Bloomington, Indiana

105143

REAL ESTATE TRANSFER

DEC 18 1978

Warranty Deed

BOOK 265 PAGE 161

THIS INSTRUMENT WITNESSETH, That WILLIAM EARL SKIRVIN and NANCY L. SKIRVIN,
husband and wife

of Monroe County, in the State of Indiana
CONVEY AND WARRANT TO DONALD E. FREEMAN and MARTHA J. FREEMAN,
husband and wife

of Monroe County, in the State of Indiana, for and in consideration
of One Dollar (\$1.00) and other valuable considerations not herein expressed, the receipt whereof
is hereby acknowledged, the following described Real Estate in Monroe County
in the State of Indiana, to-wit:

A part of the West half of the Southeast quarter of Section Thirteen (13),
Township Nine (9) North, Range Two (2) West, in Monroe County, Indiana, bounded
and described as follows: Beginning at a point 1518.84 feet South and 868.39 feet
West of the Northeast corner of the said West half of the Southeast quarter of
said Section 13, Township 9 North, Range 2 West; thence running West for 143 feet;
thence South 01 degree West for 301 feet; thence East for 143 feet; thence North
01 degree East for 301 feet to the place of beginning; containing 1.00 acre, more
or less;

Along with an easement for ingress and egress described as follows, to-wit:
Beginning at the Southwest corner of the above described property and running
thence East for 66.71 feet and to the true point of beginning; running thence
South 64 degrees 55 minutes 48 seconds West for 73.96 feet and to the East right-
of-way of Centennial Drive, as shown in the Plat of HIGHLAND PARK ESTATES, recorded
in Plat Book No. 6, page 141 in the office of the Recorder of Monroe County, Indiana;
said ingress and egress being 6.00 feet on each side of the above described line.

Subject to the taxes for the year 1978, due and payable in the year 1979,
and all taxes subsequent thereto.

Also subject to the unpaid balance of a certain mortgage executed by
Grantors herein to Peoples State Bank, Ellettsville, calling for the original
principal sum of \$15,000, dated November 7, 1964, and recorded in Mortgage Record
A-149 at pages 431-432 in the office of the Recorder of Monroe County, Indiana;
which unpaid balance the Grantees herein assume and agree to pay as part of the
purchase price hereof.

Conveying also the Utility Easement described as follows: Beginning at the
Southeast corner of the 1.00 acre tract hereinabove described, and running West
for 20 feet and to the point of beginning; running thence South 49 degrees 41
minutes 03 seconds West for 329.46 feet and to the North right-of-way of State
Road #46, said easement being 6 feet on each side of the above described line.

In Witness Whereof, The said WILLIAM EARL SKIRVIN and NANCY L. SKIRVIN,
husband and wife

Have hereunto set their hands and seals, this 15th day of December, 1978

William Earl Skirvin
William Earl Skirvin

(Seal)

Nancy L. Skirvin
Nancy L. Skirvin

(Seal)

(Seal)

RECORDED

DEC 18 1978

STATE OF INDIANA, MONROE COUNTY, SS:

Before me, the undersigned, a Notary Public, in and for said County and State, this 15th
day of December, A. D. 1978, personally appeared the within named

William Earl Skirvin and Nancy L. Skirvin, husband and wife

Grantor(s) in the above conveyance, and acknowledged
the execution of the same to be their voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission expires January 27, 1980

Sandra L. Keen
Sandra L. Keen, formerly Sandra L. Skirvin
(Residing in Monroe County, Ind.)

(This Instrument Prepared under direction of Leroy Baker, Attorney)

265 159
#7335-SP

105142 EASEMENT FOR INGRESS AND EGRESS AND UTILITY
EASEMENT

THIS INDENTURE WITNESSETH, that WILLIAM EARL SKIRVIN and NANCY L. SKIRVIN, husband and wife, are the owners in fee simple of the following described real estate in Monroe County, Indiana, to-wit:

A part of the West half of the Southeast quarter of Section 13, Township 9 North, Range 2 West, in Monroe County, Indiana, bounded and described as follows: Beginning at a point 1518.84 feet South and 868.39 feet West of the Northeast corner of the said West half of the Southeast quarter of Section 13, Township and Range aforesaid; thence running West for 143 feet; thence South 01 degree West for 301 feet; thence East for 143 feet; thence North 01 degree East for 301 feet to the place of beginning; containing 1.00 acre, more or less.

That OPHIA BERNICE HALL, being one and the same person as Berniece Hall, widow of O. B. Hall, deceased, is the owner in fee simple of the land South and West of the above described tract, said lands being adjacent to the East right of way of Centennial Drive as shown in the Plat of HIGHLAND PARK ESTATES, recorded in Plat Book No. 6, page 141 in the office of the Recorder of Monroe County, Indiana, and also adjacent to the North right-of-way of State Road No. 46 in said quarter Section;

That said OPHIA BERNICE HALL hereby grants unto said WILLIAM EARL SKIRVIN and NANCY L. SKIRVIN, husband and wife, their heirs, assigns Grantees, and successors in title, an easement for ingress and egress, which easement shall be for the use of the owners of the 1.00 acre tract hereinabove described, and shall be maintained by said owners, the description of said easement being as follows:

A part of the West half of the Southeast quarter of Section 13, Township 9 North, Range 2 West, in Monroe County, Indiana, bounded and described as follows: Beginning at the Southwest corner of the above described 1.00 acre tract and running thence East for 66.71 feet and to the true point of beginning; running thence South 64 degrees 55 minutes 48 seconds West for 73.96 feet and to the East right-of-way of Centennial Drive, said ingress and egress easement being 6.00 feet on each side of the above described line.

Said WILLIAM EARL SKIRVIN and NANCY L. SKIRVIN, husband and wife, hereby release unto said OPHIA BERNICE HALL all of their right, title and interest in and to the easement of roadway first conveyed to said Skirvin by deed dated August 31, 1964, as shown in Deed Record 161, page 26, said easement being described as follows:

Part of the West half of the Southeast quarter of Section 13, Township 9 North, Range 2 West, bounded and described as follows:

(Cont'd.)

Page -2-

Beginning 2040 feet South and 115.83 feet East of the North-west corner of the said West half of the Southeast quarter of Section 13, Township 9 North, Range 2 West, a strip of ground 7 1/4 feet wide on each side and parallel to the following described center line: North 47 degrees East for 70 feet; thence North 69 degrees East for 99 feet; thence North 53 degrees East 55 feet, and North 48 degrees East for 97 feet and to the South property line of a one acre tract; containing 0.92 acre, more or less.

Said OPHIA BERNICE HALL also grants unto said WILLIAM EARL SKIRVIN and NANCY L. SKIRVIN, husband and wife, their heirs, assigns, Grantees and successors in title, a Utility Easement described as follows:

Beginning at the Southeast corner of the 1.00 acre tract hereinabove described, and running West for 20 feet and to the point of beginning; running thence South 49 degrees 41 minutes 03 seconds West for 329.46 feet and to the North right-of-way of State Road #46, said easement being 6 feet on each side of the above described line.

IN WITNESS WHEREOF, the said OPHIA BERNICE HALL, unmarried and of legal age, and WILLIAM EARL SKIRVIN and NANCY L. SKIRVIN, husband and wife, have hereunto set their hands and seals this 15th day of December, 1978.

Opbia Bernice Hall (SEAL) William Earl Skirvin (SEAL)
Opbia Bernice Hall William Earl Skirvin
Nancy L. Skirvin (SEAL)
Nancy L. Skirvin

STATE OF INDIANA, MONROE COUNTY, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 15 day of December, 1978, personally appeared the within named OPHIA BERNICE HALL, unmarried and of legal age, and acknowledged the execution of the above and foregoing instrument.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:
3-19-80

Martha Louise Hawk
Notary Public
(Residing in Monroe County, Indiana)

STATE OF INDIANA, MONROE COUNTY, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 15th day of December, 1978, personally appeared the within named WILLIAM EARL SKIRVIN and NANCY L. SKIRVIN, husband and wife, and acknowledged the execution of the above and foregoing instrument.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Sandra L. Keen
Sandra L. Keen, Notary Public
(Residing in Monroe County, Indiana.)

My Commission Expires:
January 27, 1980

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: October 2, 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 Integra Realty Resources 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: \$7,900

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: 9/26/19

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

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



September 24, 2019

Ms. Margie Rice
Monroe County Attorney
100 West Kirkwood Avenue, RM 220
Bloomington, Indiana 47409

Via Email: mrice@co.monroe.in.us
jcockerill@co.monroe.in.us
Phone # 812-349-2525

SUBJECT: Proposal/Authorization for Valuation Services
Three Properties:
14.75 Acres- W. Hunter Valley Road, Cockerham Listing: **\$2,200**
15.00 Acres Hunter Valley Road, J. West Listing: **\$2,200**
166.53 Acres- I69 & SR 46, Harstad Listing: **\$3,500**
Total: \$7,900

Dear Ms. Rice:

Upon your acceptance of this letter agreement, Integra Realty Resources – Indianapolis will prepare an appraisal of the referenced property.

The purpose of the appraisal is to provide an opinion of the market value for each of the above referenced properties in the fee simple interest. The intended use of the appraisal is to assist in the possible acquisition of the properties. The use of the appraisal by anyone other than you or your designated representatives for the defined use is prohibited.

The appraisal will be prepared in conformance with and subject to, the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the *Uniform Standards of Professional Appraisal Practice* (USPAP) developed by the Appraisal Standards Board of the Appraisal Foundation. The Ethics Rule of USPAP requires us to disclose to you any prior services we have performed regarding the Subject Property within a three-year period immediately preceding the acceptance of this assignment, either as an appraiser or in any other capacity. We represent that we have not performed any services that require disclosure under this rule.

In accordance with our correspondence, the scope of this assignment will require IRR – Indianapolis to consider all relevant and applicable approaches to value as determined during the course of our research, property analysis, and preparation of the report.



Federal banking regulations require banks and other lending institutions to engage appraisers where FIRREA compliant appraisals must be used in connection with mortgage loans or other transactions involving federally regulated lending institutions. Given that requirement, this appraisal may not be accepted by a federally regulated financial institution.

The appraisal will be communicated in an **Appraisal Report-Standard Format**. All work will be performed under the direct supervision of the undersigned, together with other staff members. The appraisal and this letter agreement will be subject to our standard assumptions and limiting conditions a copy of which is attached as Attachment I.

IRR – Indianapolis is an independently owned and operated company. The parties hereto agree that Integra Realty Resources, Inc. (“Integra”) shall not be liable for any claim arising out of or relating to any appraisal report or any information or opinions contained therein as such appraisal report is the sole and exclusive responsibility of IRR – Indianapolis. In addition, it is expressly agreed that in any action which may be brought against IRR – Indianapolis and/or any of its officers, owners, managers, directors, agents, subcontractors or employees (the “Integra Parties”), arising out of, relating to, or in any way pertaining to this engagement letter, the appraisal reports or any related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further expressly agreed that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the assignment (unless the appraisal was fraudulent or prepared with intentional misconduct). It is expressly agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.

The total fee for this assignment will be **\$7,900 total fee three properties [including expenses]** and the delivery date **thirty (30) days**, from your acceptance of this letter agreement, but subject to extension based upon late delivery of the requested data and scheduled access for inspection. The fees will be due and payable within 30 days of the delivery of the reports. It is understood that simple interest of 15% per annum will accrue on any unpaid balance for compensation due, subject to reduction pursuant to any applicable usury law. We shall also be entitled to recover our costs (including attorneys’ fees), associated with collecting any amounts owed or otherwise incurred in connection with this assignment. If the assignment is cancelled by either party prior to completion, you agree to pay us for all our expenses and our time to date based upon the percentage of work completed. Upon default, we shall be permitted to file a lien against the Subject Properties for any amounts owed pursuant to this engagement.

An electronic (PDF) appraisal report will be provided via email. (Two bound copies of the appraisal report will be provided *if requested*). The delivery date is contingent upon the absence of events outside our control, timely access for inspection of the Subject Properties, as well as our receipt of all requested information necessary to complete the assignment.

Ms. Margie Rice
Monroe County Attorney
September 24, 2019
Page 3

Please be advised that we are not experts in the areas of building inspection (including mold), environmental hazards, ADA compliance or wetlands. Therefore, unless we have been provided with appropriate third-party expert reports, the appraisals will assume that there are no environmental, wetlands, or ADA compliance problems. The agreed upon fees for our services assume the absence of such issues inasmuch as additional research and analysis may be required. If an expert is required, you are responsible for their selection, payment and actions.

In the event that we receive a subpoena or are called to testify in any litigation, arbitration or administrative hearing of any nature whatsoever or as a result of this engagement or the related report, to which we are not a party, you agree to pay our then current hourly rates for such preparation and presentation of testimony. You agree that: (i) the data collected by us in this assignment will remain our property; and (ii) with respect to any data provided by you, IRR – Indianapolis and its partner companies may utilize, sell and include such data (either in the aggregate or individually), in the Integra database and for use in derivative products. You agree that all data already in the public domain may be utilized on an unrestricted basis. Finally, you agree that we may use commercially available as well as proprietary software programs to perform your assignment (web based and others).

If you are in agreement with the terms set forth in this letter and wish us to proceed with the engagement, please sign below and return one copy to us. Thank you for this opportunity to be of service and we look forward to working with you.

Sincerely,

INTEGRA REALTY RESOURCES – INDIANAPOLIS



Michael C. Lady, MAI, SRA, ASA, CCIM, FRICS
Senior Managing Director
Certified General Real Estate Appraiser
Indiana Certificate # CG69100223
Telephone: 317-546-4720, ext.222
Email: mlady@irr.com

MCL/cl

Attachments

AGREED & ACCEPTED THIS _____ DAY OF _____, 2019

BY:

AUTHORIZED SIGNATURE

NAME (PRINT)



ATTACHMENT I
STANDARD ASSUMPTIONS & LIMITING CONDITIONS

The appraisal report and any work product related to the engagement will be limited by the following standard assumptions:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The Subject Property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the Subject Property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the Subject Property more or less valuable. Furthermore, there is no asbestos in the Subject Property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The Subject Property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

The appraisal report and any work product related to the engagement will be subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the Subject Property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the Subject Property without compensation relative to such additional employment.
6. We have made no survey of the Subject Property and assume no responsibility in connection with such matters. Any sketch or survey of the Subject Property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers the Subject Property as described in this report, and the areas and dimensions set forth are assumed to be correct.
7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the Subject Property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations, such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.
9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the Subject Property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.



10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.
11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.
12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
13. If the Subject Property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the Subject Property at the time these leases expire or otherwise terminate.
14. Unless otherwise stated in the report, no consideration has been given to personal property located on the Subject Property or to the cost of moving or relocating such personal property; only the real property has been considered.
15. The current purchasing power of the dollar is the basis for the value stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.
18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the Subject Property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the Subject Property with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
19. The appraisal report is prepared for the exclusive benefit of you, your subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.
20. No studies have been provided to us indicating the presence or absence of hazardous materials on the Subject Property or in the improvements, and our valuation is predicated upon the assumption that the Subject Property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the Subject Property. IRR – Indianapolis and/or any of its officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties") shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the Subject Property.
21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the Subject Property is located in an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the Subject Property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.

22. We are not a building or environmental inspector. The Integra Parties do not guarantee that the Subject Property is free of defects or environmental problems. Mold may be present in the Subject Property and a professional inspection is recommended.
23. The appraisal report and value conclusions for an appraisal assumes the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
24. IRR – Indianapolis is an independently owned and operated company. The parties hereto agree that Integra Realty Resources, Inc. (“Integra”) shall not be liable for any claim arising out of or relating to any appraisal report or any information or opinions contained therein as such appraisal report is the sole and exclusive responsibility of IRR – Indianapolis. In addition, it is expressly agreed that in any action which may be brought against the Integra Parties arising out of, relating to, or in any way pertaining to the engagement letter, the appraisal reports or any related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further expressly agreed that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the assignment (unless the appraisal was fraudulent or prepared with intentional misconduct). It is expressly agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.
25. IRR – Indianapolis is an independently owned and operated company, which has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client’s use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).
26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The Integra Parties are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of the Subject Property.
27. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.

As will be determined during the course of the assignment, additional extraordinary or hypothetical conditions may be required in order to complete the assignment. The appraisal shall also be subject to those assumptions.

Michael C. Lady, MAI, SRA, ASA, CCIM, FRICS

Experience

Senior Managing Director for Integra Realty Resources–Indianapolis. Background includes two years as Staff Appraiser for the Indiana State Highway Commission and over forty years serving the public in real estate valuation and consulting. Recent experience is concentrated in major urban and suburban development projects, as well as public development and redevelopment projects. Valuations have been performed on various property types including single and multi-tenant retail properties, apartment complexes, single and multi-tenant industrial properties, low to high rise office buildings, mixed use facilities, residential subdivision analyses, and vacant land for different uses. Specialized real estate valued includes military bases, hospitals and medical centers, nursing homes, churches, and recreational properties. Valuations have been performed for mortgage loan purposes, equity participation and due diligence support, estate planning, condemnation proceedings, insurance purposes, and real estate tax valuation. Assignments have included the valuation of proposed properties, distressed properties, contaminated properties, and market studies. Currently certified by the Appraisal Institute's voluntary program of continuing education for its designated members and the American Society of Real Estate (ASA) continuing education requirements.

Real Property Valuation & Consultation - 1972-Present.

Professional Activities & Affiliations

Level III Certified Indiana Assessor-Appraiser
Appraisal Institute (National Finance Committee)
Appraisal Institute (Leadership Development)
Appraisal Institute (General Experience Subcommittee)
Appraisal Institute (General Admissions Committee)
Appraisal Institute (Qualifying Education Committee)
Appraisal Institute (Past Member National Board of Directors)
Appraisal Institute (Past President-Hoosier State Chapter)
Member: Indiana Association of Realtors
Member: Metropolitan Indianapolis Board of Realtors
Member: American Society of Appraising (ASA) 1979
Member: Urban Land Institute
Member: IREM
Appraisal Institute, Member (MAI) 1989
Appraisal Institute, Senior Residential Appraiser (SRA) 1982
Certified Commercial Investment Member (CCIM) 2000
Royal Institute of Chartered Surveyors, Fellow (FRICS) 2008

Licenses

Indiana, Certified General Appraiser, CG69100223, Expires June 2020
Indiana, Broker, IB51238117, Expires June 2020
Kentucky, Certified General Appraiser, 003441, Expires June 2020
Illinois, Certified General Appraiser, 553001596, Expires September 2021
Florida, Certified General Appraiser, RZ1893, Expires November 2020
Michigan, Certified General Appraiser, 1201004011, Expires July 2021
Ohio, Certified General Appraiser, 2006007069, Expires December 2019
South Carolina, Certified General Appraiser, CG6526, Expires June 2020

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Indianapolis

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Indianapolis, IN 46226

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F 317.546.1407

irr.com



Michael C. Lady, MAI, SRA, ASA, CCIM, FRICS

Education

Bachelor of Science Degree, Ball State University, 1972
(Major Study: Business Administration)

Successfully completed numerous real estate and related courses and seminars sponsored by the Appraisal Institute, Commercial Investment Real Estate Institute, and accredited universities.

Qualified Before Courts & Administrative Bodies

Qualified as an expert witness in several courts and jurisdictions, including U.S. Bankruptcy Court and Federal Tax Court. Litigation support work has included consulting and review services, as well as valuation services.

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The American Society of Appraisers

Attests that

MICHAEL C. LADY, ASA

has successfully participated in the
Society's mandatory Recertification Program
and has complied with its continuing education requirements
as set forth in the organization's Constitution, Bylaws and
Administrative Rules. Therefore, formal recertification has
been granted by the International Board of Governors and will
remain valid through

February 20, 2022

Signature of International President
International President

Signature of Chairman, Int'l Board of Governors
Chairman, Int'l Board of Governors





Client List

Financial Institutions & Lenders

40/86 Mortgage Capital, Inc.
Academy Bank
Albany Bank & Trust
Algonquin State Bank
Ameriana Savings Bank
American Enterprise Bank
American National Mortgage Corp.
Ameriserve Trust & Financial Services
Arbor Commercial Mortgage
Associated Bank
Atlanta Postal Credit Union
Bank Midwest
Bank of America
Bank of Kentucky
Banterra Bank
Barclays Capital
Bayview Financial
Bloomfield State Bank
BMO Harris Bank
Busey Bank
C III Asset Management
Centennial Bank
Centerline Servicing
Centier Bank
Centra Financial Services
CIBM (Marine) Bank
Citibank
Citizens Bank
Community First Bank of Indiana
Fifth Third Bank
First Financial Bank
First Internet Bank
First Merchants Bank
First Midwest Bank
First Place Bank
First Merit Bank
Forum Credit Union
German American Bancorp
Goldman Sachs & Company
Grandbridge Real Estate Capital
Greenfield Banking Company
Hendricks County Bank & Trust
Horizon Bank
Huntington National Bank
Indiana Business Bank
JP Morgan Chase Bank
Key Bank
Lake City Bank
Merchants Bank of Indiana
Mutual Bank
National Bank of Indianapolis
Old National Bank
PNC Bank
Purdue Federal Credit Union
Regions Bank
Star Financial Bank
State Bank of Lizton
Stock Yards Bank & Trust
Talmer Bank & Trust
U.S. Bank
Wells Fargo Bank
Zions First National Bank

Developers

Bridgewater Club
Browning Investments
Carr Custom Homes
Duke Realty Corporation
Pittman Partners

Governments & Organizations

City of Carmel
City of Fishers
City of Greenwood
City of Kokomo
City of Lawrence
City of Westfield
Daviness County Circuit Court
Gibson County Circuit Court
Monroe County Circuit Court
Town of Avon
Town of Speedway

Life Insurance Companies

American Family Life
American United Life
Cincinnati Insurance
Farm Bureau
Nationwide Life Insurance

Law Firms

Aline F. Anderson
Barnes & Thornburg
Bingham Greenbaum Doll LLP
Bose McKinney & Evans LLP
Buck Berry Landau & Breunig
Burrus & Burrus
Church, Church Hittle & Antrim
Clark, Quinn, Moses, Scott & Grahn, LLP
Coots Henke Wheeler
Crosss, Pennamped, Woolsey & Glazier
Dann, Pecar, Newman & Kleiman, P.C.
Emswiller, Williams, Noland & Clarke
Faegre Baker Daniels
Frost Brown Todd, LLC
Hall, Render, Killian, Heath & Lyman
Harris & Currens
Ice Miller
Krieg DeVault LLP
Kroger Gardis & Regas LLP
Mallor Grodner Attorneys
Ruppert & Schaefer, P.C.
Tucker Hester, LLC
Van Valer Law Firm
Wallack, Somers & Haas
Whitham, Hebenstreit & Zubek LLP
Yasmin L. Stump Law Group P.C.

Corporations

16 Tech Community Corporation
American Structurepoint, Inc.
BMW Constructors
Bowers Real Estate Company
Builder's Concrete & Supply
Butler University
CBRE
Clifton Gunderson

CSX Real Property
DaVita Healthcare Partners
Dwellworks, LLC
Eastgate Chrysler Jeep
Eli Lilly & Company
Equus Property Tax Service
Goodwill Industries of Indiana
Hendricks Regional Health
Indiana Michigan Power Company
Indiana University Health
Indianapolis Airport Authority
Indianapolis Power & Light
Katz Sapper & Miller
Katzman & Katzman
Kite Realty Group
Lauth Group
Lutheran Church Extension Fund
Marsh Supermarkets
Mid America Clinical Laboratories
Mike's Express Carwash
NEI Global Relocation Company
Nexus Group, Inc.
Otte Golf Center
Panther Racing
Parking Property Advisors
Plumbers & Steamfitters Union Local 440
Reynolds Farm Equipment
Roche Diagnostics Operations
RW Armstrong
Shapiro's Delicatessen
Simon Property Group
St. Vincent Health
The Corrandino Group
Tikijan Associates
Triumph Management Company
Wood-Mizer Products
World Wide Motors

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: October 2, 2019

Item for Formal Meeting? ☒

OR

Item for Work Session / Discussion ☐

(Ex: Routine items, continuing grants)

(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

Collective Bargaining Agreement with American Federation of State, County and Municipal Employees, Indiana Council No. 62, Local 1567 **+**

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: MVH, Cum Bridge, Stromwater

Fund Number: Various

Amount: Amount as budgeted

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 with our Highway Department's Collective Bargaining Unit. Due to a change in Highway Management staff since the last Agreement, this agreement includes clarifications and revisions to many different Contractual terms. However, the Compensation was only materially changed to reflect the Council's directive on salary increases.

Person Presenting: Jeff Cockerill

Department: Legal

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

Submitted by: Jeff Cockerill

Date: 9/26/19

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

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

2020 - 2024

CONTRACT

BETWEEN

MONROE COUNTY, INDIANA

AND

AFSCME LOCAL 1567, COUNCIL 962, AFL-CIO

ARTICLE I

Union Recognition

The Employer recognizes Local 1567 of Council 962 of the American Federation of State, County and Municipal Employees, as the exclusive bargaining agent for a unit consisting of the following: All Monroe County Highway Department and Monroe County Storm Water Department employees, including the Bridge Crew, except supervisory, clerical, part-time and temporary employees. The Union shall, through collective bargaining, establish salaries, wages, hours and other conditions of employment for the unit.

ARTICLE II

Management Rights

Management shall have the responsibility and authority to manage and direct, on behalf of the public, the operations and activities of the public agency to the full extent authorized by law. Such responsibility and activity shall include, but shall not be limited to, the right of the public employer to:

- (A) Direct the work of its employees;
- (B) Establish policy;
- (C) Hire, promote, demote, transfer, assign and retain employees;
- (D) Suspend or discharge the employees for good cause in accordance with applicable law;
- (E) Maintain the efficiency of public operation;
- (F) Relieve its employees from duties because of lack of work or any other legitimate reason;
- (G) Take actions necessary to carry out the mission of the public agency as provided by law;
and
- (H) Establish a schedule of bi-monthly Union and Management meetings to help establish a mutually beneficial working environment for all employees.

ARTICLE III

Definitions

- (A) **"Supervisor"** means any individual having authority, in the interest of employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, discipline or direct other employees.
- (B) **"Clerical"** means any employee engaged primarily with the maintenance, production, transcription of books, documents or records. For example, this would include bookkeepers, clerks, secretaries and stenographers. Further, "clerical" includes receptionists and telephone operators.
- (C) **"Part-Time Employees"** are those not assigned to a full-time or temporary status and who average less than twenty-eight (28) hours per week on an annual basis, and who work throughout the year, not on a seasonal basis. Part-time employees may occasionally work additional hours based on staffing and business needs of the County. Part-time employees retain that status until expressly notified of a change. Part-time employees receive all legally-mandated benefits (such as worker's compensation and social security benefits), but they are not eligible for the County's other benefit programs.
- (D) **"Temporary Employees"** are hired as interim replacements to temporarily supplement the workforce, assist in the completion of a specific project, or work on an hourly basis averaging usually less than 20 hours of work per week annually depending upon staffing and business needs of the County. Employment assignments in this category are of a limited duration usually of ninety (90) days or less depending upon staffing and business needs of the County. Temporary employees retain that status until notified of a change. Temporary employees receive all legally-mandated benefits (such as worker's compensation and social security), but are not eligible for the County's other benefit programs.
- (E) **"Seniority"** means the status attained by length of continuous service with the Highway Department.
- (F) **"Foreman"** means any individual having authority, in the interest of the employer, to assign, supervise and direct the work of other employees.
- (G) **"Registered Domestic Partner"** means an individual who is in a committed relationship of indefinite duration with a County employee, with an exclusive, mutual commitment similar to that of marriage, and where the couple has registered as partners with the County Human Resources Department. The partners share the necessities of life and agree to be financially responsible for each other's well-being, including basic living expenses. The domestic partners must declare under oath that they are not related by blood closer than permitted under marriage laws of the State of Indiana; that they are not

married according to the laws of the State of Indiana; that they are at least 18 years of age and have the capacity to enter into contract; that they have no other domestic partner; that they share a household; and that they are jointly responsible to each other for the necessities of life. The County may require documentation substantiating these declarations

- (H) **“Longevity”** means the length of continuous uninterrupted service with Monroe County.
- (I) **“Highway Department”** means any work that is paid out of the Stormwater Fee fund, Cum Bridge Fund, or Motor-Vehicle-Highway (MVH) fund.
- (J) **“Summer Hours”** means the time when the Highway Union Employees workweek consists of four (4) workdays consisting of Ten (10) hour each.

ARTICLE IV

Union Security

All present employees covered by this Agreement, shall, as a condition of employment, become, and remain, members of the Union, in good standing, thirty (30) days after the signing of this Agreement. All future employees shall become, and remain, Union members thirty (30) calendar days after being employed. Employees who decline to join the Union must pay a service fee to the Union equal to Union Dues. Employees who fail to comply with this requirement shall be discharged by the employer within thirty (30) days after receipt of written notice of the employer from the Union.

Non-Union, hourly employees shall not be entitled to the benefits of this Contract and are not covered by its terms and conditions.

ARTICLE V

Union Membership

Section 1. Dues Checkoff

- (A) Deduction for Union Dues should occur every pay roll.
- (B) Upon receipt of voluntary, written, reasonably current, signed authorization for employees, in such form as complies with the law of Indiana, who are covered by this Contract and who are members of the Union, the County Commissioners shall authorize the Auditor to deduct each pay from the earnings of each said employee an amount representing his/her prorated portion of the regular annual Union Dues for the calendar year, as specified by the Union, and shall remit said monies, together with the appropriate records, to designated Union Office, Council 62.
- (C) The County Commissioners shall not be liable to the Union for failure to make deductions for dues. In the event of an overcharge already remitted to the Union, it shall be the responsibility of the Union alone to adjust the matter with the employee overcharged. In the event of an undercharge, the Auditor shall make a correction during the next succeeding pay period or periods, provided the subject employee is still on the payroll.
- (D) The Union will indemnify the County Commissioners and hold it harmless from any and all claims or liabilities which may arise under this paragraph.

Section 2. Union Members Talking to Management

In the event it becomes necessary for a Union member to discuss a Union matter, disciplinary matter or other job-related matter with management personnel that may have consequences for the Union members or the Union, said Union member may at all times during the course of such discussion be accompanied by a Union representative. Parties agree to no individual job-related bargaining.

ARTICLE VI

Union Activities

Section 1. Union Steward

Union shall furnish employer with the name, address and phone number of the Union Steward. Further, Union shall post a written notice stating this information on employer's bulletin boards.

Section 2. Non-Employee Representative

No non-employee Union representative shall enter work areas during work hours. Such representatives may meet with employees with the permission of the Supervisor, but only in common areas.

Section 3. Representation for Grievance

When requested by an employee, the Steward may represent an employee in any grievance proceeding set forth in Article XVIII without loss of pay or time.

Section 4. Representation for Negotiations

Union members designated as negotiators may take part in formal negotiations with employer without loss of time or pay, but only at scheduled meetings agreed upon by employer. Further, said negotiators shall not exceed three (3) in number at any one meeting, nor shall more than two (2) hours of negotiations per week be considered on employer's time, except when employer considers time is of the essence.

Section 5. Other Union Business

Any Union business other than that allowed under Section 3 and Section 4 of this Article, shall not be conducted during working hours by any Union member.

Section 6. Representation on Committees

The Union shall choose one (1) representative to attend any County committees which discuss the Personnel Policy Handbook or insurance issues.

Section 7. Representation on Safety Committee

A Safety Committee consisting of management and three (3) Union representative shall be created for the purpose of promoting on-the-job safety. The Committee shall convene at the request of either party, at times mutually agreed upon.

ARTICLE VII

Hours of Work

Section 1. Regular Hours

The regular hours of each workday shall be consecutive except that they may be interrupted by a one-half (1/2) hour meal period as mentioned in Article IX.

Section 2. Work Week

Upon 30 days written notice in the spring the Monroe County Highway Supervisor shall provide written notice that the work week shall consist of four (4) consecutive ten (10) hour days, Sunday to Saturday inclusive ("Summer Hours"). Upon written notice in the fall the Monroe County Highway Supervisor shall provide written notice that, the work week shall consist of five (5) consecutive eight (8) hour days, Sunday to Saturday inclusive. However, employer shall give the Union thirty (30) days prior written notice of the change in any work week from the current week. Further, after giving this notice, employer agrees to discuss with the Union the manner in which the change will be implemented.

Section 3. Work Shift

When Summer Hours are in effect, ten (10) consecutive hours of work shall constitute a work shift. When Summer Hours are not in effect, eight (8) consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time. All employees must report to work with adequate clothing required for safety as determined by the Highway Supervisor after consultation with the Safety Committee.

Section 4. Work Schedule

Work schedules showing the employees' shifts, workdays and hours, shall be posted on all department bulletin boards at all times.

Except for emergency situations, work schedules shall not be changed more frequently than bi-weekly, unless the changes are mutually agreed upon by the Union and the employer.

ARTICLE VIII

Rest Period

When deemed necessary by the Supervisor and the employee, rest periods will be granted on an individual basis. Any need for a Rest Period due to Medical or other health reason must be reported to the Supervisor immediately.

ARTICLE IX

Meal Periods

All employees shall be granted a one-half (1/2) hour meal period during each work shift. Whenever possible, the meal period shall be scheduled at the middle of each shift. Such meal period shall start when the employee deviates from work and ends when they return to work.

An additional one-half (1/2) hour meal period shall be granted for every extra half a shift (four (4) or five (5) hours (if summer hours are in effect) of consecutive overtime worked thereafter.

ARTICLE X

Holidays and Leaves of Absence

Section 1. Holidays Recognized and Observed

The Collective Bargaining Unit shall receive the same Holiday Schedule as is observed by the general employees of the County.

The Union may request using an amended schedule for any additional given calendar year. Such amended schedule may not include more than 15 holidays, and such holidays should mirror the regular County Employees Holiday Schedule as much as practical. Such amended schedule must be requested before March 1st of any given calendar year and may include boxing in the holidays.

If, while summer hours are in effect, the holiday falls on a Friday, the observation of that holiday will occur the day before the holiday.

Section 2. Holiday Pay and Observance

Eligible employees shall receive one (1) day's pay for each of the holidays on which they perform no work.

The rate of pay for call-outs on holidays shall be two (2) times the employee's regular hourly rate. Any such payment for call outs on holidays shall be in addition to the employee regular Holiday pay. For the purposes of this section the two (2) times the employee's regular hourly rate shall be on the actual holiday, not the observed day indicated in Section 1.

Section 3. Other Leave and Benefits

The Union is entitled to other leave as found State or Federal law and/or in the Monroe County Personnel Policy.

ARTICLE XI

Hiring and Seniority

Section 1. Hiring

Any individual applying for a position with the Monroe County Highway Department shall be required to follow the Monroe County Human Resources Department's procedures and protocols.

Section 2. Probation

Each new employee shall be considered in a probationary status during the first thirty (30) days of his/her employment with the Highway Department.

Section 3. Seniority Lists

Employer shall post on all bulletin boards a new seniority list every twelve (12) months showing the continuous service with the Highway Department for each employee. An electronic copy of said list shall be provided to the Union.

Section 4. Loss of Seniority

An employee shall lose his seniority for the following reasons:

- (A) Discharge;
- (B) Resignation;
- (C) Retirement;
- (D) Layoff for a continuous period of one (1) year;
- (E) Failure to return to work when recalled from layoff; and/or
- (F) Failure to return to work after expiration of a formal leave of absence.

Section 5. Promotions

Promotion means the advancement of an employee to a higher paying position within the unit. However, promotion shall not include any temporary or part-time job opening or transfer.

Section 6. Promotion Application

Whenever a covered job opening occurs, employer shall post a notice of such opening on all bulletin boards for seven (7) calendar days. During this period, an employee may submit a written application for the opening to the Supervisor. Employer shall fill the opening by promoting the applicant with the greatest seniority who has the skill and ability to perform the job. Applicant will be required to pass a skills and ability test.

Section 7. Establishment of New Job Classification

If any opening occurs as the result of a new covered job classification being established by the employer, then the posting and application procedure above, shall be followed but employer shall proceed as follows:

- (A) Employer shall select an applicant who has the skill, ability and experience to perform the job;
- (B) Where not in conflict with the principle expressed in subsection (a) above, the job shall be filled by choosing the employee with greatest seniority; and
- (C) Employer recognizes that it has an affirmative duty to consider its covered employees for any new job classification and to offer training for such a position before it considers any outside applicants.

ARTICLE XII

Layoff and Recall

Section 1. Layoff

Layoff shall mean the separation of employees from the active work force due to lack of work or funds or to the abolition of positions because of changes in organization or any other reason within the discretionary powers of the employer.

Section 2. Order of Layoff

- (A) Layoff shall be accomplished by seniority, provided that the employees with greater seniority possess the abilities and qualifications necessary to perform the available work;
- (B) Where not in conflict with the proviso expressed in subsection (a) above, layoff shall be accomplished within the unit as follows:
 - (1) Temporary and part-time employees first, then
 - (2) Probationary employees, then
 - (3) Permanent employees according to seniority.

Section 3. Order of Recall

Recall shall be accomplished by seniority, provided that the employees with great seniority possess the abilities and qualifications necessary to perform the available work.

ARTICLE XIII

Sick Leave, Injury on the Job, Bereavement Days and Death of Employee

Section 1. Sick Leave Days

In an effort to eliminate confusion and abuse concerning sick leave, employees are entitled to the following:

The County provides paid sick leave benefits to all full-time employees for periods of temporary absence due to illness or injury. Sick leave days are provided strictly as an employment benefit, in addition to compensation, for those times an employee is unable to work due to their own legitimate illness or the legitimate illness of any member of their immediate family. An employee with accrued sick leave shall receive regular pay for days absent from employment for the sickness or injury of the employee or the employee's dependent.

Sick leave shall be granted to full-time employees upon commencement of employment. Thereafter, full-time employees shall earn eight (8) sick hours a month. These hours may be accumulated without limit until termination of employment. Pursuant to this Agreement, an employee, with at least 8 years in a Union position, shall receive regular pay for forty percent (40%) of his accumulated sick hours upon retirement from the Department.

Any sick leave use must be reported to Management at least 30 minutes prior to the beginning of the workday. In the event, the sickness is not reported 30 minutes prior to the beginning of the workday, the employee must provide a Doctors statement indicating illness.

Any sick leave used for three (3) or more consecutive days, whether used personally by the employee or used in conjunction with the illness of an immediate family member, shall be documented regarding the sick person's condition by a doctor's statement. In addition, any employee who takes one (1) or more sick leave days which is immediately before or after his vacation or a holiday, shall not be paid for his days off unless he presents a physician's statement documenting the illness or injury. (This Requirement may be waived by the employer.)

Also, any employee who takes a total of sixty (60) sick leave hours undocumented by a physician's statement in any consecutive six (6) month period shall be subject to progressive discipline, including suspension without pay and termination; this six (6) month requirement is not intended to be used more than once for sick leave days used for the purposes of computing this requirement. In other words, sick leave days used to compute a disciplinary action under this six (6) month period, cannot be used more than once in any six (6) month period. Likewise, the requirement for a physician's statement for this six (6) month period shall not release, nor be viewed inconsistent with, the policy requiring a physician's statement for three (3) or more consecutive days of sick leave stated above.

If the County Highway Supervisor and the President of the Union conclude, after meeting

to review employee's records, that there is a pattern of abuse of the use of sick days, they shall jointly have the discretion to require a physician's statement regarding the illness of anyone mentioned in this paragraph for a situation when less than three (3) sick days are taken.

Each employee shall be allowed to use thirty-two (32) of his accumulated sick hours as personal business days per year. An employee may take his personal business days, one or two days at a time, by notifying the Supervisor at least three (3) working days in advance. Personal business days may be used for emergencies with approval of the Supervisor. No more than two (2) employees may take personal business days on any one (1) day. Personal business days shall be granted to employees on a rotation based on seniority. The unused right to convert sick hours may not be carried-over to a subsequent calendar year.

At the Supervisor's discretion, employees shall be allowed to take sick days in ¼-hour increments.

Section 2. Injury on the Job

Establishing and maintaining a safe work environment is the shared responsibility of the County and all employees. The County will take all reasonable steps to assure a safe work environment. The County will comply with all applicable federal, state, and local safety regulations.

Employees are expected to obey safety rules and to exercise caution in their work activities. Employees shall report to work in proper condition to safely complete their assigned duties. Employees shall immediately report any unsafe conditions to their supervisor. Supervisors and employees are expected to correct unsafe conditions as promptly as possible.

Employees must report within 24 hours to their supervisor, Department Head and to the Human Resources Department all accidents that result in injury - regardless of how insignificant the injury may appear so that an investigation into the incident may be made. An incident report must be completed and submitted to the Human Resources Department. Such reports are necessary to comply with applicable laws and to initiate insurance and worker's compensation procedures.

Employees medically disabled on the job shall receive their normal rate of pay for the first forty (40) hours they were scheduled to work following the beginning of the medical disability, provided a physician acceptable to the County certifies that the employee was unable to work.

Benefit days continue to accrue during time off due to an on-the-job injury. Time off due to an on-the-job injury shall not be charged against the employee's sick leave account nor shall such time off constitute a break in service.

An employee who receives Worker's Compensation benefits for the first forty (40) hours of normally scheduled work and who has already been paid for those days shall be required to immediately reimburse the County for forty (40) hours of Worker's Compensation benefits.

Neither the County nor the insurance carrier will be liable for the payment of worker's compensation benefits for off-duty injuries or injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the County.

On the day of the incident or as soon as possible thereafter, the injured employee's elected official/department head must complete a Supervisor's Incident Investigation Report and all other necessary forms. The forms are available from the Human Resources Department and must be returned to the Human Resources Department for processing.

Section 3. Bereavement Days

Employees shall receive the same benefits found in the above captioned portion of the Monroe County Personnel Policy on the date of execution of this agreement. If the County changes the Personnel Policy provisions for the above captioned Policy and posts notice of the Change in the Highway Garage, such change shall be accepted unless the Union provides written notice of objection the County within 30 days of posting. Upon receipt of notice, Management and Union Representatives shall meet to discuss the objection and any changes must be agreed upon by both parties.

Section 4. Death of the Employee

Employees shall receive the same benefits found in the above captioned portion of the Monroe County Personnel Policy on the date of execution of this agreement. If the County changes the Personnel Policy provisions for the above captioned Policy and posts notice of the Change in the Highway Garage, such change shall be accepted unless the Union provides written notice of objection the County within 30 days of posting. Upon receipt of notice, Management and Union Representatives shall meet to discuss the objection and any changes must be agreed upon by both parties.

Section 5. Jury Duty

Employees shall receive the same benefits found in the above captioned portion of the Monroe County Personnel Policy on the date of execution of this agreement. If the County changes the Personnel Policy provisions for the above captioned Policy and posts notice of the Change in the Highway Garage, such change shall be accepted unless the Union provides written notice of objection the County within 30 days of posting. Upon receipt of notice, Management and Union Representatives shall meet to discuss the objection.

ARTICLE XIV

Vacations

Section 1. Length of Vacation

No vacation time shall accrue during the probationary status period and, thereafter, vacation time shall be based upon continuous service by an employee as follows:

Six months until end of first year:	40 hours
Second year until end of fifth year:	80 hours
Sixth year until end of tenth year:	120 hours
Eleventh year until termination:	160 hours

The vacation times specified above shall apply to each year and are mandatory. All Union employees covered by this contract shall accrue vacation time on a calendar basis, rather than an anniversary-date basis. Vacation time shall accrue on January 1 of each year. With written permission of the Supervisor, a maximum of eighty (80) vacation hours may be carried over into the next anniversary year.

At the Supervisor's discretion, employees shall be allowed to take Vacation hours in ¼-hour increments.

Section 2. Resignation and Layoff

If an employee should resign or leave in good standing after giving two (2) weeks' notice, then the employee shall be paid vacation leave prorated over the calendar year. At least one (1) week of vacation days must be taken in the second six (6) months of the year of employment unless the Supervisor approves a different vacation schedule.

Section 3. Request for Vacation

The employees shall make a written request for vacation time at least fourteen (14) calendar days prior to the date they wish their vacation to begin. Employer will provide employees with forms for requesting vacation time. The Supervisor shall notify the employee within three (3) working days as to whether the vacation time is approved or denied. If the nature of the work to be performed during the vacation period requested is such that during the vacation period requested the Supervisor determines said employee should not be absent from work at that time, then the Supervisor may deny the vacation request. Further, if the number of employees requesting a certain vacation period, or portion thereof, is such that the work of the Highway Department would be adversely affected in the opinion of the Supervisor, then the Supervisor may limit the number of employees out on vacation. If it is necessary to so limit the number of employees out on vacation, the Supervisor shall first grant vacation time to the employee who made his request the earliest. If there is more than one employee who filed his

request on the same day, then seniority shall determine which employee shall be given the vacation period. It is agreed and understood that Management reserves the right to allow more or less than four (4) employees vacation at the same time.

ARTICLE XV

Reporting Time

Section 1. Regularly Scheduled Work

An employee who is scheduled to report to work, and who presents himself for work as regularly scheduled, shall be assigned to, and paid for, at least one half of the normal work time hours of work on the job. In the event, that an employee is not available to continue the work for the full time, they shall only be compensated for the actual time worked.

Section 2. Call Time Work

An employee called to work outside his regularly scheduled shift and who presents himself for the call time work, shall be paid for a minimum of one half of the normal work time (4 or 5 hours depending on if summer hours are in effect) at the rate of time and one-half (1 ½). If his call time work assignment is immediately before or after his regular shift, then the employee shall be paid the call time rate at one-half (½) hour intervals for the time actually worked outside the regular shift. The employee shall be paid for the balance of his regular shift at the appropriate rate. The employee must be available within 45 minutes from the time called. In the event, that an employee is not available to continue the work for the full time, they shall only be compensated for the actual time worked.

Section 3. Tardiness

All employees shall present themselves for work in a timely manner. An employee who is more than five (5) minutes late for work shall lose one-half (½) hour's pay, with loss of additional pay for each one-half (½) hour he is late. Tardiness without good cause may also be grounds for discipline or discharge as set forth in Article XVIII.

ARTICLE XVI

Overtime

Section 1. Rate of Pay

The employee shall receive time and one-half (1 ½) of the employee's regular hourly rate of pay, or compensatory time off, as defined below, for all work performed in excess of the regularly scheduled work day, and all work performed on the day following the employee's regularly scheduled work week. The employee shall receive double the employee's regular hourly rate of pay for all work performed on the first day of the employee's regularly scheduled work week and on holidays. Any such payment for working on a holiday shall be in addition to the employee's regular holiday pay.

If compensatory time off is used as the method of paying employees for overtime work, the overtime rate of pay shall be one and one-half (1 ½) hours compensatory time off for each hour of overtime work, or two (2) hours compensatory time off for each hour work, whichever is applicable. This will be the choice of the employee, however, the employee can choose only one method per pay period. No more than sixty (60) hours compensatory time may be accumulated. All compensatory time must be approved by the Supervisor. Accumulated compensatory time shall be carried over from year to year.

Section 2. Call Time

Once a year, the Supervisor shall post an overtime list and allow any and all employees who wish to work overtime or call time to sign up on the list. If an employee later retracts his name, he shall not be allowed to sign up again until the posting of the list the following year.

If the Supervisor is unable to reach an employee by phone whose position classification is appropriate for the nature of the overtime work, or if the employee is not able to report for work within 45 minutes, he shall call the employee whose position classification is appropriate for the nature of the overtime work, who appears next on the overtime list. If no employee with the appropriate classification is reached, then the Supervisor may phone any other employee with adequate training and skill to perform the work. The Supervisor shall be under no obligation to call an employee who does not have a phone.

Management has the right to investigate and complete any work at which upon investigation he/she has the skill and ability to complete with no obligation to call out another employee, only if no specialized equipment is required.

The overtime list shall be rotated to provide each listed employee with an opportunity to obtain overtime work. Further, it is agreed that employees have an obligation to perform overtime work, unless excused by the Supervisor for just cause such as illness or previously established appointment. Therefore, if additional employees are needed after the list has been

used, the Supervisor shall call out others and they shall be obligated to perform unless excused for just cause.

Management has the right to determine which employees are adequately trained and skilled to perform work on specific equipment. Management will only call out person(s) for work that it has determined to be adequately trained and skilled for the equipment necessary for the work. Such work shall be considered call out time for the purpose of overtime list rotation as found in this section. It is understood that the bridge crew operator will be requested on the appropriate projects for safety reasons.

If a qualified operator is not available, non-union supervisory personnel may be called out at any time to respond to emergency and off-hour calls, with the authority to use any equipment, tools or materials owned by Monroe County in the course of rectifying the situation.

Section 3. Continuation of Work

Extension of daily time is continuing work on the same project on a work day after normal work hours. This event does not qualify for the call out requirement. However, such work shall be considered call out time for the purpose of overtime list rotation as found in the previous section.

When management determines that for safety reasons that individuals are necessary to the specific project than that person(s) will be called out to do the work. Such work shall be considered call out time for the purpose of overtime list rotation as found in the previous section. It is understood that the bridge crew operator will be requested on the appropriate projects for safety reasons.

For the purpose of this section an employee is a qualified employee if that employee and management has reviewed the job description relating to the work being performed and has signed it indicating that person meets the requirements for the work.

ARTICLE XVII

Discipline and Discharge

- (A) No employee shall be subject to discipline, suspension or discharge except for just cause. This provision in no way limits employer's authority to lay off employees as stated in Article XII.
- (B) "Just cause" shall include, but shall not be limited to, violations of work rules, regulations or policies established by employer. "Just cause" shall also include any action which is so deleterious to efficient County operations or to public interest that discipline, suspension or discharge could reasonably be expected to result.

Causes for termination shall include, but shall not be limited to:

- (1) Falsification of an employment application to obtain employment;
- (2) The knowing violation of a reasonable and uniformly enforced rule of the County;
- (3) Unsatisfactory attendance without good cause for such absences or tardiness;
- (4) Damage of the County's property through willful negligence;
- (5) Refusing to obey instructions;
- (6) Reporting to work under the influence of alcohol or drugs, or consuming the same while on the job premises during work hours;
- (7) Conduct endangering safety of self or co-workers;
- (8) Theft of County property or services;
- (9) The conviction of a misdemeanor or felony by court of competent jurisdiction; and/or
- (10) Any breach of a duty in connection with work which is reasonably owed to the employer by the employee.
- (11) Maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other dangerous materials. To this end, the County prohibits the control, possession, transfer, sale or use of these materials on its premises. The County requires the cooperation of all employees in administering this policy.

- (12) Failure to pass an alcohol or drug test. However, at Management's discretion, employee, at the employee's expense, may be allowed to complete INDOT approved drug treatment plan. Completion of the drug treatment plan may lessen disciplinary action. Failure to seek or complete treatment in a timely manner is cause for termination.

(C) Disciplinary measures may include:

- (1) Oral reprimand;
- (2) Written reprimand;
- (3) Suspension without pay; and
- (4) Discharge.

A written reprimand shall be kept in the personnel file for one (1) year. Further, notice of suspension or discharge must be given in writing and a copy of the written notice shall be retained in the employee's personnel file.

Any disciplinary measure imposed upon an employee may be processed as a grievance. If employer can do so without jeopardizing the safety of other employees and the public and without interfering with the work at hand, employer shall reprimand an employee in a manner which will not embarrass the employee before other employees or the public.

- (D) If employer discharges an employee for good cause, a notice of discharge shall be sent to the Union by employer at the time the employee is given notice of discharge. Union shall acknowledge, in writing, receipt of said notice within seven (7) calendar days. Any objections shall be included in the acknowledgment and the matter shall immediately be processed as a grievance. Said grievance shall be processed directly to the second step of the process set forth in Article XIX, Section D(2).

ARTICLE XVIII

Grievance Procedure

(A) A grievance is any dispute between the parties, the employer, and an employee or employees in the bargaining unit concerning the meaning, interpretation, or application of this Agreement. The procedure set forth herein shall be the sole and exclusive forum for adjustment of dispute arising under this Agreement.

(B) Any grievance not appealed to the next step within the time limits specified will be considered settled on the basis of the last answer by the employer. Any grievance not initiated within the time limits specified shall be deemed to have been waived and not subject to the grievance procedure. Time limits may be extended only by written mutual agreement of the parties.

(C) Hearings and conferences held under this procedure shall be conducted at times set by the employer representative involved. If such times are during the employee's normal working hours, he shall be compensated for the time spent at said hearing or conference at his normal rate of pay. If the times set are outside his normal working hours, he shall not be compensated by employer.

(D) Grievances will be processed as follows:

- (1) The grievance will be presented in writing by the employee and the Union representative to the Supervisor within seven (7) calendar days of the occurrence. The Supervisor will reply to the grievance in writing within seven (7) calendar days, not including the date of presentation. The Supervisor may schedule hearings or conferences on the grievance. If the Supervisor fails to reply to the grievance within seven (7) calendar days, the employee shall present the grievance to employer or his designee within seven (7) calendar days of the last date on which the Supervisor could have replied. If the seventh day falls upon a day where work is not scheduled then the response is required the first working day after seven (7) calendar days.
- (2) If the grievance is not settled in Step 1, the grievance shall be appealed to the employer or his designee. The "employer or his designee" shall be the President of the Board of Commissioners unless and until said President notifies the Union in writing that another official has been appointed to hear grievances. Such appeal shall be made in writing within five (5) working days after the response of the Supervisor was made. The employer or his designee may schedule hearings or conferences on the grievance. If the employer or his designee fails to reply to the grievance within eight (8) working days, or if the answer is unsatisfactory, the employee may request arbitration as set forth in Paragraph 3.

- (3) If the grievance is not settled in Step 2, the Union may request arbitration by providing employer with written notice of the request within seven (7) calendar days of the Step 2 response. Thereafter, the employer or his designee and the Union representative shall attempt to select a mutually agreeable arbitrator within seven (7) calendar days of the request for arbitration. If an arbitrator cannot be selected by mutual agreement, then the parties shall be selected by mutual agreement, then the parties shall request the American Arbitration Association Service to provide a panel of four (4) names from which an arbitrator shall be selected. The Union representative shall strike the first name. Next, the employer or his designee shall strike a name from the list. The process will be repeated and the remaining arbitrator from the list shall serve as arbitrator. The arbitrator shall have the power and duty to:
- (a) hold hearings or conferences on the grievance;
 - (b) make necessary investigations;
 - (c) make findings of fact; and
 - (d) render a binding award on the grievance.
- (4) The arbitrator shall have no authority to:
- (a) delete from, add to, or modify any provision of this Agreement;
 - (b) make any decision which would order employer to perform an action which is inconsistent with the law; and
 - (c) make any award or decision which references itself to or is based upon any law, rule, regulation, or past practice not explicitly found in this Agreement.
- (5) The arbitrator shall be requested to issue the decision within thirty (30) days of the hearing or investigation and the cost and expenses for the arbitrator's services and the proceedings shall be borne by the unsuccessful party.

ARTICLE XIX

Non-discrimination

Section 1. Equal Employment Opportunity

Monroe County is an equal opportunity employer. It is the County's policy to treat all employees and applicants for employment equally according to their individual qualifications, abilities, experience, and other employment standards. The County does not discriminate on the basis of age, color, disability, ethnicity, gender, national origin, race, religion, veteran status, genetic information, or any other legally-protected classification. This policy of non-discrimination applies to all terms and conditions of employment, including but not limited to recruiting, hiring, promotion, training, transfer, compensation and discharge. It is the County's policy to comply with all applicable Federal, State and local laws governing employment. All position vacancy notices, postings, advertisements, and recruiting literature shall contain the phrase "An Equal Opportunity Employer."

Any employee with questions or concerns about any type of discrimination in the workplace shall bring these issues to the attention of their elected official, department head, or the Human Resources Department. Employees may raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

(Notice of Job Opening Form)

Section 2. Americans With Disabilities Act (ADA)

It is the intent and policy of the County that qualified individuals with disabilities participate in and receive the benefit of the services, programs or activities of the County. It is the policy of the County not to discriminate against a qualified individual with a disability in: job application procedures; the hiring, advancement or discharge of employees; employee compensation; job training, and other terms, conditions and privileges of employment. It is the intent of the County to comply with all applicable requirements of the Americans with Disabilities Act (ADA).

Monroe County will reasonably accommodate persons with a disability on a case-by-case basis, which may include making facilities readily accessible to individuals with a disability, restructuring jobs, modifying work schedules, modifying equipment, or similar accommodations. Employees who wish to request an accommodation are advised to contact the Human Resources Department to obtain ADA forms for processing. **Completed forms will be returned to the Human Resources Department with a copy forwarded to the employee's supervisor.** Any employee who believes he or she has received treatment inconsistent with this policy or with any requirement of the ADA may file a complaint within one hundred eighty (180) days of the date of the alleged discriminatory act or practice with the Human Resources Department, the Monroe

County Legal Department or the Equal Employment Opportunity Commission.

(Reasonable Accommodation Request Form; Medical Review Form)

Section 3. HIPAA

Monroe County is compliant with applicable requirements and standards of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and has established guidelines regarding the privacy of individually identifiable health information accordingly.

Monroe County has designated the Human Resources Department as the County's "privacy official" who is responsible for developing and implementing privacy policies and procedures; and the Human Resources Department is the contact person who is responsible for receiving complaints regarding compliance.

All County HIPAA inquiries shall be directed to the Human Resources Department located in the Courthouse.

Section 4. Policy Prohibiting Harassment

It is the policy of the County to provide all elected officials, employees, volunteers, and those with whom we consult and work, an environment, which is safe, comfortable, and free of harassment. It is the County's policy to prohibit all forms of harassment on County time and County property, including harassment based on age, color, disability, ethnicity, gender, sexual orientation, national origin, race, religion, veteran status, housing status, or any other legally-protected classification. All elected officials, employees, volunteers and those with whom we consult with and work are responsible for complying with the County's policy prohibiting harassment.

(A) Harassment means any unwelcome or offensive conduct, whether written, verbal or physical, which is:

- (1) Directed at or to a person because of the person's age, color, disability, ethnicity, gender, sexual orientation, national origin, race, religion, or veteran status, housing status, or other legally-protected classification; or,
- (2) Directed toward any person concerning an individual, or a class of individuals, because of the age, color, disability, ethnicity, gender, sexual orientation, national origin, race, religion, veteran status, or housing status of the individual or class of individuals. For example, racial or ethnic slurs or derogatory epithets are prohibited in the workplace, regardless of whether a member of the racial or ethnic group is present when the statement is made.

Harassment does not refer to occasional compliments or other statements of a

socially acceptable nature. Harassment refers to behavior which is unwelcome and which is so offensive and/or persistent as to create or have the potential of creating an intimidating, hostile, or offensive working environment for any person.

- (B) Sexual harassment may include the following:
 - (1) Offensive or unwelcome sexual flirtations, advances or propositions, communicated verbally, by touch, or in writing, including texting and all forms of electronic communication;
 - (2) Obscene or sexually suggestive comments about a person's body or appearance;
 - (3) The use of "off color" language or "dirty jokes";
 - (4) Printed or electronic display or transmission of sexually explicit photographs, drawings, greeting cards, articles, books, magazines, messages, cartoons, or any other image;
 - (5) Electronic messaging, including but not limited to, emails, blogs, chat rooms, etc.
 - (6) Conduct with sexual implication that has the purpose or the effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment;
 - (7) Unwelcome or unnecessary touching of any part of another's body;
 - (8) Sexually degrading words to describe a person or a group of people;
 - (9) Slurs, threats, repeated commands or other offensive verbal or physical conduct relating to a person's sex or sexual orientation.
- (C) This policy applies to all full-time, part-time, and temporary employees and to elected officials, department heads, volunteers, and to those with whom we consult and work.
- (D) It is a violation of this policy to use an individual's submission to or rejection of harassing conduct as the basis for any employment decision affecting the individual. Retaliation towards a person who reports harassment is strictly prohibited.
- (E) Persons who believe they have been subjected to, witnessed, or been made aware of harassment shall promptly report the harassment to their elected or appointed department head, the Human Resources Department, or the Monroe County Legal Department and complete a Harassment Complaint Form. The best time to register a complaint is immediately after the act occurs. The completed Harassment Complaint Form shall be

turned into the appropriate elected official, department head, the Human Resources Department, or the Monroe County Legal Department.

- (1) If the department head is the subject of the harassment complaint, the person may submit the completed form to the elected official responsible for that department head, the Human Resources Department, and the Monroe County Legal Department.
 - (2) If the elected official is the subject of the harassment complaint, the person may submit the completed Harassment Complaint Form to the Human Resources Department, the Monroe County Commissioners, the Board of Judges, or the Monroe County Legal Department. The Monroe County Legal Department and the Human Resources Department must be provided a copy of each completed Harassment Complaint Form.
- (F) All persons who observe or otherwise learn of or have reason to suspect any conduct which may violate this policy shall promptly report such facts to their elected official, department head, the Human Resources Department or the Monroe County Legal Department, and shall cooperate fully in any investigation or disciplinary action undertaken pursuant to this policy. Failure to comply with this section shall be grounds for appropriate disciplinary action, up to and including termination or replacement, as allowed by law.
- (G) The elected official, department head, or the Human Resources Department, with assistance from the Monroe County Legal Department, shall conduct a prompt and careful investigation. The investigation may include interviews with all persons having direct knowledge of the unwelcome behavior, including the person who made the complaint, the person accused of sexual or other harassment, and other potential witnesses.
- (H) At the conclusion of the investigation, the elected official, department head, Human Resources Department, or other investigator will review the findings with the person(s) who made the complaint. If the investigation reveals that the complaint is factual, appropriate corrective action will be taken to prevent the harassment from occurring again, up to and including discharge of any person believed to be guilty of harassment, as allowed by law. In any case, particularly in situations where the facts uncovered during the investigation are inconclusive or unclear, the County will ensure that all parties are reacquainted with the policy prohibiting sexual or other harassment at work.
- (I) Monroe County will take reasonable steps to keep the complaint confidential and, to the extent possible, maintain the privacy of the persons involved. Monroe County, however, cannot guarantee confidentiality.
- (J) Monroe County takes this harassment policy very seriously and will make all reasonable

efforts to educate its elected officials, employees, volunteers and those with whom we consult and work about this policy. Every new elected official, employee, volunteer, and those with whom we work will be provided a copy of the policy when hired or retained. If the policy is amended, copies of the amendments will be provided. All employees are expected to annually review the Personnel Policy Handbook.

- (K) Monroe County also recognizes that careful consideration must be given to questions regarding whether a particular action or incident is purely personal or social without any discriminatory effect. False accusations of harassment can have devastating effects on the lives and reputations of innocent people; therefore, the County may discipline, up to and including termination of employment, those employees who are proved to have intentionally, maliciously, and wrongly accused others of harassment. Appropriate legal action may be taken against elected officials, volunteers, and those with whom we consult and work who are proved to have intentionally, maliciously, and wrongly accused others of sexual harassment.
- (L) Prevention is the best policy for the elimination of harassment. Elected officials, employees, volunteers, and those with whom we work and consult shall be aware of this harassment policy at all times and seek to avoid creating conditions that encourage such activity.
- (M) Sexual and other forms of harassment by any person may result in personal legal and financial responsibility for the offender.

(Harassment Complaint Form)

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ARTICLE XX

Work Stoppages

It is unlawful for any public employee, public employee organization or any affiliate including, but not limited to, State or National affiliate, to take part, assist or advocate a strike against a public employer. County may, in an action at law, suit in equity or other proper proceeding, take action against any public employee organization, any affiliate thereof, or any person aiding or abetting in a strike for redress of such unlawful act. County shall not pay any public employee for any day when the public employee fails, as a result of a strike, to report for work. When any exclusive representative engages in a strike, or aids or abets therein, it shall lose its dues deduction privilege for a period of one (1) year.

ARTICLE XXI

Contracting and Subcontracting of Highway

During the term of this Agreement, the employer may contract out or subcontract any public work. Contracting out or subcontracting any public work shall not adversely affect the employees in the bargaining unit. In the event this work is needed, the employees in the bargaining unit will not be affected by layoff or termination.

ARTICLE XXII

Compensation

Section 1. Wages

(A) When any position not listed on the wage schedule is established, the employer may designate a job classification and rate structure for the position. In the event the union does not agree that the classification and rate are proper, the union shall have the right to submit the issue as a grievance at Step 3 of the grievance procedure.

Employees shall be placed on the pay grid based upon the number of complete and uninterrupted years of service with the County.

(B) The salaries and wages of employees shall be paid bi-weekly.

(C) The following job classification shall be considered a part of the bargaining unit:
Master Mechanic, Equipment Operator, Equipment Operator/Bridge Crew, Mechanic
Light Equipment Operator,
Truck Driver, Truck Driver/Bridge Crew, , Signman,
and Laborer .
(All grader equipment operators shall be considered heavy equipment operators.)

(D) All classifications will be allowed to work on overtime snow removal and other emergencies on a rotating basis as established by management.

(E) If an employee is asked to operate a piece of equipment that he has never operated, he will be given one week Training Period plus four (4) days trial period.

(F) The attached following pay scale includes the County Longevity schedule.

The hourly rates of pay for 2020 are as found on the attached *Exhibit A*.

(G) The above step pay scale shall be increased if the general employee population are given increases in wages. Wages shall be increased in the same manner as the general employee population. Note that the general employee population does not include employees whose wages are determined or directly influenced by non-Monroe County entities, for example Probation Officers and Public Defenders. The salary grid shall be included in the Monroe County Salary Ordinance.

(H) Longevity increases will be awarded to employees on the anniversary date occurring in the appropriate year.

Section 2. Annual Clothing Allowance

Employees shall be annually allowed a monetary allowance for clothing necessities related to their job performance of twelve hundred fifty dollars (\$1,250.00). The clothing allowance payments shall be made in two installments. The first installment shall be paid in the last pay period in January and the second installment shall be paid in the last pay period in July. No Clothing allowance payments will be made other than as outlined in this paragraph, this payment will not be prorated for new hires.

Clothing allowance payments are prepayment for clothing necessities covering a period of six months each. Upon termination of employment, employees shall make arrangements with the Monroe County Auditor to return to the County a prorated portion of their clothing allowance received. Clothing allowance payments shall be prorated on a monthly basis for the purpose of computation of repayment upon termination.

Section 3. Tool Allowance for Mechanics

Those employees classified as mechanics and master mechanics shall be annually allowed a tool allowance of one thousand dollars (\$1,000.00) per year. The tool allowance payments shall be made in two installments. The first installment shall be paid in the last pay period in January and the second installment shall be paid in the last pay period in July.

Tool allowance payments are prepayment for tool necessities covering a period of six months each. Upon termination of employment, employees shall make arrangements with the Monroe County Auditor to return to the County a prorated portion of their tool allowance received. Tool allowance payments shall be prorated on a monthly basis for the purpose of computation of repayment upon termination.

Section 4. Snow and Ice Removal additional pay.

The County recognizes the required employee availability during the snow and ice season due to the unpredictability of the weather. If the County Council appropriates the funding specifically for snow and ice removal in the highway department budget, the Union and County agree that each employee shall get an equal portion of that amount, up to \$1300 per employee. Such payment shall be distributed to each union employee as a lump sum during the first pay cycle in April. In the event the employee begins work as a Union employee after December 1st, or ends work prior to March 31st, that employee shall receive a prorated share based upon the time worked between December 1 through March 31. This pay is compensation for the Union Employees required availability.

ARTICLE XXIII

Saving Clause

In the event any Article, Section or Portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section or Portion thereof specifically specified in the court's decision; and upon issuance of such a decision, the employer and the Union agree to attempt to negotiate a substitute for the invalidated Article, Section or Portion thereof.

In the year prior to the date set for the expiration of this Agreement, the parties agree to commence negotiations for a new Agreement by May 1st.

ARTICLE XXIV

Effective Date and Termination

This Agreement shall be effective as of January 1, 2020, and shall remain in full force and effect until December 31, 2023. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other, in writing, sixty (60) days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the expiration date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than eight (8) days prior to the desired termination date, which shall not be before the date set forth in the preceding paragraph.

It is further understood, and explicitly agreed, that this Agreement is subject to approval by the Monroe County Council during budget sessions. Although the Monroe County Commissioners will actively recommend full funding of this Agreement, each party agrees to renegotiate any wage related sections of this Agreement if not fully funded by the Monroe County Council.

SO AGREED THIS _____ DAY OF _____, 2019.

Julie Thomas , President
Monroe County Commissioner

Wallace Bohall, President
AFSCME Local 1567

Lee Jones, Vice President
Monroe County Commissioner

Chad Anderson, Treasurer
AFSCME Local 1567

Penny Githens
Monroe County Commissioner

Jay Riggs, Staff Representative
AFSCME, Council 962

ATTEST:

Catherine Smith, Monroe County Auditor

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2020 PROPOSED HIGHWAY PAY SCALE	Incremental	200	200	200	Timed Salary	200	Timed Salary	400	200	300	300	300	300	300
\$.35/Hour COLA	Longevity	0.10	0.10	0.10	Increase	0.10	Increase	\$0.19	\$0.10	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14
	BASE	1	2	5	8	10	14	15	20	25	30	35	40	45
Union HWY 1														
Tuck Driver/Dispatch/Signman														
Current	18.63	18.74	18.87	18.97	19.79	19.91	20.07	20.30	20.43	20.60	20.77	20.93	21.07	21.21
2020 Proposed	19.02	19.12	19.22	19.32	20.31	20.41	20.57	20.76	20.86	21.00	21.14	21.28	21.42	21.56
Union HWY 2														
Light Equipment/Bush Hog Operator														
Current	18.91	19.04	19.14	19.26	20.08	20.18	20.34	20.59	20.69	20.86	21.04	21.20	21.34	21.48
2020 Proposed	19.31	19.41	19.51	19.61	20.59	20.69	20.84	21.03	21.13	21.27	21.41	21.55	21.69	21.83
Union HWY 3														
Equipment Operator/Mech/FMC														
Current	19.53	19.65	19.76	19.87	20.69	20.81	20.97	21.20	21.33	21.50	21.67	21.83	21.97	22.11
2020 Proposed	19.92	20.02	20.12	20.22	21.23	21.33	21.50	21.69	21.79	21.93	22.07	22.21	22.35	22.49
Union HWY 4														
Master Mechanic														
Current	19.70	19.82	19.93	20.05	20.87	20.97	21.13	21.38	21.50	21.67	21.83	21.99	22.13	22.27
2020 Proposed	20.10	20.20	20.30	20.40	21.42	21.52	21.68	21.87	21.97	22.11	22.25	22.39	22.53	22.67

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: October 2, 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

Collective Bargaining Agreement with Jail Collective Bargaining Unit

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, Public Safety Lit

Fund Number: Various

Amount: Increase of \$34,411.68 above B-

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 with our Jail's Collective Bargaining Unit. As was anticipated when 2019 agreement was approved, the main change deals with salary, with the base office receiving just under a \$1 an hour. The increase was based upon review of other similar County in Indiana.

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: 9/26/19

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

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

**Contract by and Between the Monroe County Commissioners
and the
Monroe County Correctional Center**

ARTICLE I-COMPENSATION

Section 1: Definitions

The parties to this agreement are the Correctional Center Staff of the Monroe County Sheriff's Office (hereinafter "Correctional Officers"), as defined in Monroe County Code 253-2, the Monroe County Commissioners, and the Monroe County Council.

Section 2: Work Schedule

The parties to this contract make the following assumptions concerning the work schedule for Correctional Officers of the Monroe County Sheriff's Office:

1. Correctional Officers work a 4 day on and 2 day off schedule.
2. Eight hours, 15 minutes constitutes a work shift for Correctional Officers.
3. Three work shifts are scheduled per day.
4. Correctional Officers assigned to a special rotation or in administrative assignments work a 5 day on (Monday through Friday) and 2 day off schedule. Eight hours, 15 minutes constitutes a work shift for Correctional Officers assigned as special rotation or administrative assignments.
5. The Sheriff may change the work schedule after giving written notice posted within the facility at least 30 days prior to any change of work session as stated in the section.

Subsection A: Salary

1. The 2020 base salary of all Correctional Officers employed by the Monroe County Sheriff's Office subject to this agreement shall be:

	Start	1-Year	3-year	8-year	14-year	max
Jail Officer	18.18	19.09	20.00	20.45	20.91	21.82
Jail Sergeant	19.60	20.56	21.53	22.01	22.49	23.45
Jail Captain	20.96	22.01	23.06	23.58	24.10	25.15

2. In the event that the County utilizes the pay ranges for general employees in a different manner, either party may request the contract Subsection 2A be reopened for negotiation.

Section 3: Shift Bonus

Correctional Officers working 2nd Shift, 3rd Shift, or any split shift shall receive shift bonus pay of \$80 for Third Shift and \$70 for Second Shift per pay period. Correctional Officers working a regularly scheduled split shift (a shift that splits the normal eight hour and fifteen minute shift) shall be paid a shift bonus. Shift bonus shall not be paid to an officer on sick leave or administrative/disciplinary leave. Shift bonus' will be paid to officers, who would have been scheduled to work 2nd Shift, 3rd Shift, or any Split Shift, using any vacation, holiday, and comp time during the pay Period.

Section 4: Payroll

Correctional Officers employed by the Monroe County Sheriff shall receive the minimum wage reflective in the Monroe County Compensation Policy. The Correctional Officers 2020 wage shall be set in accordance with the Section 2 Subsection A (1).

Section 5: Overtime Pay

Subsection A: Overtime Computation

Eligible Correctional Officers, who work overtime authorized by the Monroe County Correctional Center Shift Captain, or his/her designee, shall be compensated at one and one-half times their straight time rate, as defined in Section 2 Subsection A (1), if the employee works more than 9 hours consecutively, for all times worked in the excess of a work shift as defined in Section 2. Eligible Correctional Officers as defined in Section 2 are those employees who are classified as "non-exempt" in accordance with Monroe County Code 253-2.

Subsection B: Training

All training that is scheduled at least two weeks in advance, shall be paid straight time. All officers that have completed their mandatory sixteen hours of training a year, shall receive a \$250 dollar bonus. Eligible employees shall be paid on the first pay period of January the following year.

Subsection C: Call In

Correctional Officers shall be given a minimum credit of two hours of time worked for all Call Ins that they participate in.

Section 6: Specialty Pay

Correctional Officers shall receive Specialty Pay for each designation.

Subsection A: Training Officers

Correctional Officers who are qualified and assigned Training Officer will receive instructional pay of \$1000 per calendar year. Instructional pay shall be paid during the 1st pay period of the following year. Specialty pay shall be pro-rated, based upon months of service, in the event a Correctional Officer was not assigned Training Officer for an entire calendar year. The number of Training Officers shall not exceed 4. The Monroe County Sheriff has sole discretion as to designation and assignment of Training Officers.

Subsection B: Corporals

Correctional Officers who are assigned the rank of Corporals will receive an additional .70 cents per hour. The number of Corporals shall not exceed 10. A Corporal's duties shall include Field Training new officers and limited supervisory duties. The Monroe County Sheriff has sole discretion as to designation and assignment of Corporals.

Subsection C: EMT

Correctional Officers who are qualified assigned EMT duties will receive specialty pay of \$1000 per calendar year. Specialty pay shall be paid during the 1st pay period of the following year. Specialty pay shall be pro-rated, based upon months of service, in the event a Correctional Officer was not assigned EMT duties for an entire calendar year. The number of EMT shall not exceed 6. The Monroe County Sheriff has sole discretion as to designation and assignment of EMT duties.

Subsection D: CERT

Correctional Officers who are assigned to the Correctional Emergency Response Team (CERT) will receive specialty pay of \$500 per calendar year. Specialty pay shall be paid during the 1st pay period of the following year. Specialty pay shall be pro-rated, based upon months of service, in the event a Correctional Officer was not assigned CERT for an entire calendar year. The number of CERT Officers shall not exceed 12. The Monroe County Sheriff has sole discretion as to designation and assignment of CERT Officers.

Subsection E: Investigator

Correctional Officers who are qualified and assigned Investigator will receive specialty pay of \$1000 per calendar year. Specialty pay shall be paid during the 1st pay period of the following year. Specialty pay shall be pro-rated, based upon months of service, in the event a Correctional Officer was not assigned Investigator for an entire calendar year. The number of Investigators shall not exceed 3. The Monroe County Sheriff has sole discretion as to designation and assignment of Investigators.

ARTICLE II-CLOTHING ALLOWANCE

Section 1: Annual Allowance

Correctional Officers shall be paid an allowance for uniforms and equipment related to their job. The uniform allowance payments shall be made in two installments. The first installment of \$600 shall be paid the last pay period of January and the second installment of \$600 shall be paid the last pay period of July.

Subsection A: New Correctional Officers

New Correctional Officers shall receive the total annual allotment at the start of their employment. They will be eligible to receive the uniform allowance as set forth in Article II Section 1 above at the next scheduled installment payment of uniform allowance that occurs after the first employment anniversary date. Any Correctional Officer who terminates their employment, or is terminated by the Sheriff, with one year or less of continuous service, shall return all uniforms and equipment provided by the Monroe County Sheriff or repay the cost of the clothing and equipment provided by the Monroe County Sheriff.

Subsection B: Uniform Allowance Payments

Uniform allowance payments are for uniform necessities covering a period of six months each. Correctional Officers shall return to the County a prorated portion of their gross clothing allowance received upon their termination of employment or return all uniforms and equipment. For example, if a Correctional Officer received a uniform allowance check of \$600 at the end of January but terminates his employment or is terminated by the Sheriff at the end of March, he would be required to return a prorated portion of the uniform allowance for three months. If a Correctional Officer returns all of their uniforms and equipment, they shall not be required to return any uniform allowance. Uniform allowance payments shall be prorated on a monthly basis for the purpose of computation of repayment upon termination.

Subsection C: Facility Manager and full time Cook

The Facility Manager and full time cook shall receive \$350 in Uniform Allowance paid on the last pay in January.

ARTICLE III-BENEFIT DAYS

Section 1: Paid Vacations

Correctional Officers are entitled to vacations with regular pay according to the following schedule:

First full year of employment-after 6 months	5 days
Beginning at the end of the first full year until the end of the fifth year (the 10 days will be prorated for the period between the end of the first full year of employment and January 1 st of the subsequent year.)	10 days
Beginning of the sixth year until the end of the tenth year	15 days
Beginning of the eleventh year and every year thereafter	20 days

Subsection A: Accrual

Vacations are scheduled on a calendar year basis. Correctional Officers are eligible for an increase in vacation days in the same manner as other Sheriff Department employees.

Subsection B: Scheduling

Vacation requests shall be considered and assigned on a seniority basis with senior Correctional Officers having first priority. In order to be eligible for seniority vacation preferences, a Correctional Officer must submit their request to the Shift Captain by March 31 of the year in which the vacation is to be scheduled. Scheduling of vacation requests received after March 31 deadline will be processed on a first come, first serve basis.

Subsection C: Vacation Accrual During Leave of Absence

During a leave of absence, vacation time will not accrue.

Subsection D: Vacation Carry-Over and Illness During Vacation

With written permission from the Monroe County Correctional Center Jail Commander or his designee, a maximum of ten vacation days may be carried over into the next calendar year or may be converted into sick days. If a Correctional Officer member is ill for three or more days during a scheduled vacation, the time may be recognized as sick leave and the vacation days may be rescheduled.

Subsection E: Vacation Pay Allocation at Termination of Employment

Terminal vacation pay will be granted for vacation allowance earned but not yet taken, provided the employee leaves in good standing and meets termination requirements of two weeks notice before leaving employment.

Section 2: Paid Holidays

All Correctional Officers shall receive, on January 1st, an annual allowance of days, equal to those scheduled for the general county employee population for that calendar year, off with pay as compensation for working on county and legal holidays. These days off shall be scheduled with the permission of the Sheriff or his designee and may be taken in full or ½ day increments. Two days prior notice to the sheriff or his designee is required before taking such days. New hires shall have the number of holidays prorated based on their date of employment. Correctional officers shall have the number of holidays pro-rated upon termination based on their termination date.

Section 3: Paid Sick Leave

Correctional Officers shall receive one paid day per month sick leave. Unused sick days shall accumulate. To be eligible for sick leave, a Correctional Officer must call in to report the sickness or injury at least two hours prior to the beginning of the Correctional Officers normal shift.

Subsection A: Conversion of Sick Days

Correctional Officers may convert four sick days per year to personal business days. Personal business days must be requested and approved two weeks in advance of the beginning of the Correctional Officer's regular shift, except in emergency situations. Personal business days may not be carried over from year to year.

Subsection B: Paid Sick Leave Allocation at Termination of Employment

After January 1 of 2019, Any Correctional Officer, in good standing, shall receive sick leave pay upon termination of employment in accordance with the schedule below for sick leave allowances earned but not yet taken.

For Correctional Officers with 10 years of Monroe County Service but less than 20 years of service, 20% of the sick time earned but not yet taken for up to 480 hours. For Correctional officers with over 20 years of service, 40% of the sick time earned but not yet taken up to 480 hours.

For example a 10 year and one day Correctional Officer who earns \$20 an hour retires with 1000 hours of sick leave allowances earned but not taken. That officer will be entitled to 20% of \$9600 (20 an hour and 480 hours) or \$1,920. If the same officer had 20 year and one day of service as a Correctional Officer with the Monroe County Sheriff's Department, that officer will be entitled to 40% of \$9600, or \$3840.

The County reserves the right to switch to a paid time off system for its benefits. If this occur than the rights bestowed on the Correctional Officers shall terminate, and the paid time off system for all county employees shall govern this issue.

ARTICLE IV-OTHER BENEFITS

Section 1: Insurance

Any medical, dental and life insurance programs which are available to regular county employees shall also be available to the Correctional Officers.

Section 2: Worker's Compensation

The County shall carry Worker's Compensation for all employees in the bargaining unit as required by law.

Section 3: Parking

All employees of the MCCC shall receive 24-hour access to the county parking garage.

Due to the nature of the job, it may become necessary for Correctional Officers to be called in at any given time to assist with other shifts. For example, an officer coming in early for a transport, emergency shift coverage, or covering call-ins. The county parking garage will continue to be available only for employment related parking, and use of the garage for non-employment use will result in the employees losing the right to use the county parking garage.

ARTICLE V-MONROE COUNTY PERSONNEL POLICY

Correctional Officers, as special deputy sheriffs, are subject to the Monroe County Sheriff's Office policies, rules, and regulations. Any item not covered in this contract or the Sheriff's policies, rules, and regulations, shall be governed by the Monroe County Personnel Policy.

ARTICLE VI-MISCELLANEOUS

Both parties agree that Jail Management is an ever-changing process. The County reserves the right to attempt different methods, including amending staff responsibilities, in order to improve the quality of the jail. This may include experimenting with concepts of added ranks to the structure. In the event that a rank is added to the command structure of the jail on an experimental basis, no change in compensation will require review unless such change is in place for 180 days. Any change in compensation is contingent upon approval of the County Council.

The unit members are encouraged to speak with Management about improvement of the Management of the Jail, including issues involved with training of the officers and safety.

ARTICLE VII-SAVING CLAUSE

In the event any article, section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof specifically specified in the Court's decision; and upon issuance of such a decision, the employer and legal representation agreed upon by the bargaining committee agree to attempt to negotiate a substitute for the invalidated article, section or portion thereof.

The Monroe County Sheriff is not a party to this contract. However, pursuant to Indiana law, provisions such as hours of work, work schedules, overtime lists, and layoffs are subject to change when reasonable notice is given by the Sheriff or his designee. Should the Sheriff or his designee take actions that materially alter the terms of the Contract, the parties agree to attempt to negotiate a substitute for the invalid article, section or portion thereof.

ARTICLE VIII-EFFECTIVE DATE AND TERMINATION DATE OF CONTRACT

Section 1: Duration of Agreement

This agreement shall be effective on January 1, 2020, and shall remain in full force and effect until December 31, 2020.

Section 2: Extension of Contract

The parties that this agreement affects may extend this agreement, by part or whole, by written document executed by representatives of the Monroe County Correctional Center staff, Monroe County Commissioners and the Monroe County Council.

JAIL CONTRACT SALARY INCREASE NEEDED

9 Sergeants

SALARY	FICA	PERF	GRAND
\$ 14,633.00	\$ 1,119.42	\$ 2,077.91	\$ 17,830.33

9 Corporals 0.70 hourly/80 hours/27 pays

SALARY	FICA	PERF	GRAND
\$ 13,608.00	\$ 1,041.01	\$ 1,932.34	\$ 16,581.35

\$ 34,411.68
