

# MONROE COUNTY BOARD OF COMMISSIONERS'AGENDA MONROE COUNTY COURTHOUSE JUDGE NAT U. HILL III MEETING ROOM BLOOMINGTON, INDIANA OCTOBER 23, 2019 10:00 am

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**CALL TO ORDER** 

II.	COMMISSIONERS' PUBLIC STATEMENT	
III.	PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA, LIMITED TO 3 MINUTES	
IV.	APPROVAL OF MINUTES  • OCTOBER 16, 2019	1
V.	APPROVAL OF CLAIMS DOCKET  • ACCOUNTS PAYABLE – OCTOBER 23, 2019  • PAYROLL – OCTOBER 25, 2019	
VI.	REPORTS  • TREASURER'S – SEPTMEMBER 2019  • TRAFFIC/ROAD UPDATE	13
VII.	OPENING OF ELECTION EQUIPTMENT REQUEST PROPOSAL	

Page

A.	MOVE TO APPROVE: RESOLUTION 2019-31; REGARDING PARKS & RECREATION SURPLUS PROPERTY.	15
	FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A Executive Summary: Parks Board voted to surplus a 2003 John Deere Mower and a bus shelter.  John Robertson, Parks & Recreation	
В.	MOVE TO APPROVE: ORDINANCE 2019-41; APPROVING JUSTICE ASSISTANCE GRANT INTERLOCAL AGREEMENT.  FUND NAME: JAG SHERIFF FUND NUMBER: 8143 AMOUNT: \$6,071  Executive Summary: The \$6,071 allocated will be used for pursuit intervention devices.  Jeff Cockerill, Attorney	19
C.	MOVE TO APPROVE: MOU WITH CITY OF BLOOMINGTON REGARDING COMMUNITY CROSSING GRANT.  FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A  Executive Summary: The City of Bloomington is responsible to pave W. Arlington Road and W. Bloomfield Road per the Community Crossings Grant. This MOU gives the County's authorization to the City to fulfill this responsibility.  Jeff Cockerill, Attorney	24
D.	MOVE TO APPROVE: MOU WITH TOWN OF ELLETTSVILLE FOR SNOW REMOVAL.  FUND NUMBER: N/A FUND NUMBER: N/A AMOUNT: N/A  Executive Summary: This MOU addresses snow removal on county roads that have been annexed into The Town of Ellettsville.  Lisa Ridge, Highway Director	29
E.	MOVE TO APPROVE: AZTEC TASK ORDER # 4 FOR ADDITIONAL ENVIRONMENTAL SERVICES.  FUND NAME: STORMWATER FUND NUMBER: 1197 AMOUNT: \$58,691.60  Executive Summary: This task order # 4 is for the Stipp Road/Moores Creek Road Project. It is to prepare a US Army Corps of Engineers National Environmental Policy Act Environmental Assessment and complete the associated technical studies.  Lisa Ridge, Highway Director	35
IX.	APPOINTMENTS	
х.	ANNOUNCEMENTS	
XI.	ADJOURNMENT	



# MINUTES MONROE COUNTY BOARD OF COMMISSIONERS' OCTOBER 16, 2019 NAT U HILL III MEETING ROOM COURTHOUSE BLOOMINGTON, IN

The Monroe County Commissioners met in a regular meeting on October 16, 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

NONE

#### IV. APPROVAL OF MINUTES

OCTOBER 9, 2019

Jones made motion to approve. Githens seconded. **Motion carried by voice vote.** 

#### V. APPROVAL OF CLAIMS DOCKET

ACCOUNTS PAYABLE – OCTOBER 16, 2019

Jones made motion to approve. Githens seconded (Miller) Total for Accounts Payable - \$873,469.50

- \$203,836.71 Tax Sale Surplus
- \$136,291.50 Stone Belt 4<sup>th</sup> quarter funding
- \$60,489.09 American Structurepoint Fullerton Pike PH II & III

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

pg. 1 Board of Commissioners' October 16, 2019 Meeting Minutes

#### VI. REPORTS

#### TRAFFIC/ROAD UPDATE

 Monroe County was awarded \$508,000 Community Crossing Matching Grant Program funding. Paving the Van Buren Subdivision and bridge replacement on Old Dutch Church Rd are the planned projects for this funding and completed in 2020.

#### VII. NEW BUSINESS

A. MOVE TO APPROVE: CARES BOARD 2019 DISBURESMENT TO GRANTEES. FUND NAME: DRUG FREE COMMUNITY FUND NUMBER: 1148

AMOUNT: \$58,231.90

Jones made motion to approve. Githens seconded.

(Steve Malone) Thank you for your continued support of the CARES Board. The volunteers of the board have worked really hard the past year to disburse the money. We have probably about \$10,000 more than we've had in the past couple of years which I'm not really sure of what to attribute it to, I mentioned it to Council last week that Erica Oliphant our Prosecutor made a conscious effort to make sure that any plea bargains that may have been dropped a little bit she made sure that these fees were collected. So that may have something to do with it. And we were pretty judicious on making sure that the board itself did not take as much money as we would be able to give to the grantees which is our goal every year just to sustain the board. So I think it's as you can see that the amounts are up on the board and our amount for the CARES board as well is up there and hopefully next year we get more money. I apologize we're about a month later than we typically are for this and I apologize for that. Angle and I went round and round I think a little bit with the State Criminal Justice Institute as far as getting this approved, them sending us the wrong forms back, us sending them back. So finally we're here and hopefully we can disburse the checks to everybody today. Thank you.

(Githens) Do we use any of this money for outreach or education on the dangers of vaping?

(Malone) Only if somebody applies for the grants to do so. We are in the process of readjusting our problem statements and goals this year to make it more appealable to other agencies to apply for grants. That's our goal for this year so we've come up with some new problem statements and goals for that as well-

(Githens) Thank you.

(Malone) That's in the process of being done. But that I'm aware of I don't remember it's been so long ago I don't remember what they applied for but I know that was not one of the things. Now we have talked about I think we did a community presentation about vaping a couple of years ago. We did I believe at Bloomington North High School where we had somebody do a presentation at our community event but we didn't have as many people there as we had hoped. Maybe is somebody sees this they'll decide to write a grant for that.

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

# B. MOVE TO APPROVE: MOU WITH BLOOMINGTON HOSPITAL REGARDING FETAL AND IFANT MORTALITY REVIEW (FIMR)

**FUND NAME: N/A** 

**FUND NUMBER: N/A** 

AMOUNT: N/A

Jones made motion to approve. Githens seconded.

Good morning. **Penny Caudill**, Monroe County Health Department. This mou is with Indiana University Community Health Department, the same division that we use for immunization clinics. This particular, the FIMR, stands for Fetal Infant Mortality Review. That was a response really mid-80s to the increase of infant mortality. This past year they've changed a senate bill and they are encouraging the state received funds and they're encouraging localities to start these review teams. What we will do the Health Department, the hospital, other providers, WIC, Social Service agencies for a region will come together to review infant deaths, an infant is under 1 year, and fetal deaths, still born births and also even look at mothers mortality. We'll be looking at those to look for trends and causes and see what kinds of systems or changes that we might be able to put in place to improve the outcomes for mothers and their children. This is a mou really about sharing the information, we have death and birth information so it's around the confidentiality of that information and that kind of thing.

(Jones) When this information is collected does it go to the federal government?

(Caudill) It will eventually. Not the specifics of individuals but the overall yes. IU Health got a grant so again the State Health Department received funds and there will be ten review teams throughout the state and hopefully they'll add a few more to cover the entire state. Those reports will go back to the state and then to the federal government. Hopefully it will make local changes but effect boarder long term changes.

(Jones) Thank you.

(Githens) Even though it seemed to be beyond the scope of this particular mou do we also collect data on maternal mortality associated with pregnancy and child birth?

(Caudill) Well they will be doing some of that even though it's not specific to that. But that is the intent. The grants are not that specific but it is a part of FIMR to look at mothers dying early on as well because it all plays a roll.

(Thomas) That is so important. We have such high maternal mortality rate in communities of color. It's just shocking. I'm heartened to hear this data will be collected. It's important for us to know that.

(Caudill) Absolutely.

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

# C. MOVE TO APPROVE: INDIANA CRIMINAL JUSTICE INSTITUTE GRANT AGREEMENT. FUND NAME: STOP GRANT FUND NUMBER: 8123 AMOUNT: \$99,932

Jones made motion to approve. Githens seconded.

(Beth Hamlin) Good morning Commissioners. This is a request for approval and signature for our grant agreement for the STOP Grant. We've shifted things a little bit with this grant and we've created at Special Victims Unit so this funding will cover 50% of the salary for the Sex Crimes Deputy and 50% of the Domestic Violence Deputy Prosecutor. We've also formed a unit with the Victim Assistance for both of those caseloads and a part time investigative assistant. Creating a focused team that will really more efficiently focus resources, training, and staff on crimes of violence against women.

(Purdie) I do want to ask you about the health benefits and making arrangements. I see that it doesn't cover-

(Hamill) No we work that into our county general budget. Because of our self-insurance they've stopped allowing us to claim that.

(Githens) First of all I'm very proud that we are getting this and that we have that kind of approach to what goes on within Monroe County. Does the Special Victims Unit within the county also deal with sex crimes against males?

(Hamill) Yes, they handle all of those yes.

(Githens) I only ask because the grant specifically talks about -

(Hamill) Yeah, and that's partly why it's working better to fund 50% of the two salaries because the office of violence against women, which brings us this funding, does not specify or in part allow for the grant funds to be used in the prosecution of cases of violence against men, but we want to keep it all in that unit because of the same training that's applicable. This works well for that purpose.

(Githens) Oh nice. Thank you for explaining that.

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

D. MOVE TO APPROVE: VET ENVIRONMENTAL REGARDING THE LEDGE WALL PROJECT.
FUND NAME: 2016 GO BOND B FUND NUMBER: 8123 AMOUNT: \$2,500

Jones made motion to approve. Githens seconded.

(Cockerill) This agreement is to look at the Ledge Wall Project or the Quarry Land Project. We know that some of the site has been under EPA review it has some environmental covenants. There is a lot of information about that area within IDEM and EPA and this is to begin the review to make sure and to know what needs to happen with that property as far as making sure it's safe for people to use. This is step one in reviewing that historical information. (Githens) We only need the review on two of the three properties that we're looking at?

(Cockerill) There are two properties that have a known issue. When they look at the historically documents for those two which is where the history is I fully expect the outcome of this to be an additional agreement to do kind of a phase one type review of all those properties. I think this helps with the scope of that and what we need to look at with those other properties as well. But this is just reviewing what's already been done to get a nice base line to move forward with.

(Githens) So what kind of work product do we expect to see? I'm sorry I'm new to this.

(Cockerill) I think we expect to see a report as well as we'll meet with them and have conversations about what they see as critical paths and things like that. Again I think the ultimate outcome is an agreement where we've talked about the scope of what needs to happen as far as a phase I environmental analysis for that area.

(Githens) Thank you.

(Thomas) So this is just a preliminary document review correct?

(Cockerill) Yes.

(Thomas) This isn't actually going on and doing anything on the property.

(Cockerill) No, this is just making sure that when we go to that phase one we have enough information to scope it out correctly.

(Thomas) Understanding the EPA history and the documents. Ok got it. Thank you. After call for public comment, motion carried by voice vote.

E. MOVE TO APPROVE: RESOLUTION 2019-28; AGREEMENT WITH SOLID WASTE MANAGEMENT DISTRICT FOR EXTENSION SERVICES.

FUND NAME: COUNTY GENERAL FUND NUMBER: 1000 AMOUNT: \$650/MONTH Jones made motion to approve. Githens seconded.

(Cockerill) This is just continuing locating Extension Services at the Solid Waste District Center. It's been a very good and I've gotten a lot of positive feedback from the Extension Services about the use of that. The really only change from the last one other than the price went down slightly, is that we're adding an IP address services so that their phone systems will work better than they currently do. Again this is just a continuation of a program that we've had for a while and using their space. The cost is based upon utilities and their cleaning services, we are essentially paying ½ of that and they're paying the other ½.

(Thomas) And that price is set at \$650/month even though the lease it's self is \$1. (Cockerill) Correct.

(Githens) So do we have to sign a contract for the \$1 also?

(Cockerill) I think the \$1 is within this agreement.

(Githens) Ok.

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

F. MOVE TO APPROVE: PURCHASE AGREEMENT WITH MONROE COUNTY PARKS & REC FOUNDATION.

**FUND NAME: 2017 GO BOND** 

**FUND NUMBER: 4810** 

**AMOUNT: \$131,000** 

Jones made motion to approve. Githens seconded.

(Cockerill) Just to clarify that \$131,000 includes the closing fee which we expect to be approximately \$830. The agreement itself is for \$130,000 which is less than the average of the two appraisals of the property. Again this property was bought by the Parks Foundation a few years ago and has been used as our remote Sheriff's station during that time. When we leased that from them it was anticipated that we would pursue this purchase at some point in the future. We have funding set aside in a general obligation bond to purchase it.

(Githens) Glad we're getting it on the books.

(Thomas) This is exciting to move forward with it. I think it's a really nice amenity for our trail.

(Githens) My sister-in-law lives in England and I took her on the trail when she was here to visit and she was so impressed with things like the bicycle repair station that was on the trail and the fact that we have eyes on people that are there.

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

G. MOVE TO APPROVE: SUPPLEMENTAL AGREEMENT #2 WITH BUTLER, FAIRMAN AND SEUFERT, INC.

FUND NAME: LOCAL ROAD AND STREET FUND NUMBER: 1169 AMOUNT: \$0 Jones made motion to approve. Githens seconded.

(Ridge) When we began this project it was one project. As we moved forward with it it was split into two phases due to construction costs. So now it is back to being one project with INDOT so this is actually making the contract with the consultant back to the one phase of the project.

(Thomas) Welcome to Ms. Ridge's world.

(Githens) I hope this relieves you of a little paper work.

(Ridge) Oh I doubt it.

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

### H. MOVE TO APPROVE: CHANGE ORDER #3 & #4 WITH MILESTONE FOR FULLERTON PIKE PH II

FUND NAME: LOCAL ROAD AND STREET FUND NUMBER: 1169 AMOUNT: \$4,043 Jones made motion to approve. Githens seconded.

(Ridge) Change order # 3 does not have a cost change. We did this on phase I it's actually INDOT specification change resulting in no cost change, but it is a better asphalt material. Change order #4 – There were some trees to be removed within the right-of-way that was missed. They were part of project so we had to Homer Tree Service remove those trees. I just want to say the contractor, Milestone, if you look at a project that costs \$5 million and you're only at a \$4,043 change order to this point this far into the project, I couldn't be more pleased. They've just been great to work with and right on what their bid amount was. It helps with our projects and our costs of our projects.

(Thomas) Thank you for raising that really great point.

(Ridge) When you have a bridge involved and you have the roundabout. I think Fullerton Pike PH I was about \$500,000 in change orders. Like I said just being dead on this bid has been a great project and contractor to work with.

(Thomas) And they're getting it done early.

(Ridge) Yes. They moved the project up a year to get it done and get it out of the way. Says a lot for phase II.

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

I. MOVE TO APPROVE: RATIFICATION OF CATS 2020 TELECOMMUNICATION AGREEMENT.

FUND NAME: CABLE FRANCHISE FUND NUMBER: 2502 AMOUNT: \$283,655 Jones made motion to approve. Githens seconded.

(Purdie) This is just housekeeping. The Council has actually approved the proposed 2020 budget as submitted by the Commissioners. This will ensure our continued coverage by CATS. I believe it's also adding the ability to closed captioning through a YouTube channel for the Council. I know they're giving that a go and starting that this year.

(Thomas) So when it says the payment will be paid quarterly that's the \$283,655 divided into four.

(Purdie) Correct.

(Thomas) So the total for the year.

(Purdie) The total is.

(Thomas) Ok I just wanted to make sure. We appreciate all the services that CATS provides not only for us but for all of our boards and commissions, for all the public meetings that are held and there seems to be more meetings every year. Professional staff, high quality work and what they're bringing is transparency and the ability for people who can't come to the meeting at 10 o'clock on a Wednesday that you can watch this and its archived you can watch it later. I've actually bookmarked the tab because there are so many times I miss a meeting and I'd have go back and see what happened. Fortunately it's none of the ones I have attended, I guess that's an advantage. But we do appreciate all their hard work and they're here with us every week and thank you CATS.

Good morning Commissioners. **Jim Shelton** with the Chamber. We encourage you to approve this and certainly agree with Commissioners Thomas' description of the important part that CATS plays in our civic fabric, if you will. I watched the Plan Commission last night and I encourage you to watch the RDC meeting this afternoon at 4:30. Thank you. **After call for public comment, motion carried by voice vote.** 

#### VIII. APPOINTMENTS

Jones made motion to appoint the following. Githens seconded.

- Michelle Bartley-Taylor Women's Commission, remainder of two year term ending 1.1.2020
- Dajanae Palmer Women's Commission, remainder of two year term ending 1.1.2021
   All in favor, motion carried by voice vote.

#### IX. ANNOUNCEMENTS

- Accepting applications for all boards and commissions.
- Next Commissioners' Meeting: October 23, 2019, 10am in the Nat U Hill meeting room, 3rd floor of the courthouse.

#### X. ADJOURNMENT

The minutes of the October16, 2019 Board of Commissioners' meeting were approved on October 23, 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 COMMISSIONERS' 2019 CARES GRANT AWARDS

AGENCY

**PROGRAM** 

#### JUSTICE CATEGORY:

Monroe County Drug Treatment Court

Urine Drug Screens

\$ 7,459.04 Steve Malone

Utilize randomized drug tests as intervention tools to monitor offenders' substance use while under the supervision of the drug court program.

Monroe Circuit Court Probation Department (Community Corrections) Alcohol Testing \$830.50 Tom Rhodes

Utilize alcohol breath tests as intervention tools to monitor offenders' alcohol use while under probation/Community Corrections supervision.

Indiana University Police Dept.

**IUPD** 

\$6,460.46 Sergeant Kyle Moulden

Equipment- Portable Breath Tests- that could aid in the detection, apprehension, and conviction of individuals involved in illegal substance related activity.

#### **TREATMENT CATEGORY:**

Amethyst House, Inc.

Men's Program

\$ 6,436.02

Gina Lovell

Amethyst House's Men's Program provides transitional housing, outpatient counseling, and supportive services to men recovering from addictions. Amethyst House provides drug and alcohol treatment to men, which includes gender specific therapy groups and an intense relapse prevention program.

Amethyst House, Inc.

Women's Program

\$ 6,436.02

Gina Lovell

Amethyst House's Women's Program provides transitional housing, outpatient counseling, and supportive services to women recovering from addictions and their dependent children. Amethyst House provides drug and alcohol treatment to women, which includes gender specific therapy groups and an intense relapse prevention program.

Courage to Change

\$6,368.91

Marilyn Burrus

Courage to Change

Courage to Change Sober Living provides peer-supportive transitional and permanent housing options to people affected by substance abuse and their immediate family, as a way to provide peer to peer and transitional recovery opportunities.

#### PREVENTION CATEGORY:

Big Brothers Big Sisters

Community Based One to One Program\$

6,653.98

Danell Witmer

Youth mentoring organization that matches adult volunteers to a child in a variety of programs. The money will be used for the One-to-One program case management services and enhanced teen programming for high-risk teen-age youth.

Rhino's Youth Center

Rhino's Youth Center

\$6,130.22

Fern Goodman

Rhino's Youth Center's after-school and weekend programming targets youth ages 13-20 at the times when research shows that young people are most susceptible to risky behavior. Rhino's offers positive and engaging alternatives to unhealthy and harmful choices and empowers youth to take ownership of the programs themselves.

Shalom

Crawford Homes Program

\$ 6,456.75

Forrest Gilmore

Shalom Community Center operates the Crawford Homes Program - 25 one-bedroom housing units at Crawford Apartments. Funds are for a half-time position for a licensed drug and alcohol counselor to provide counseling and programming directly to the applicants and residents who are experiencing addiction.



# MONROE COUNTY BOARD OF COMMISSIONERS WORK SESSION AGENDA MONROE COUNTY COURTHOUSE JUDGE NAT U. HILL III MEETING ROOM BLOOMINGTON, INDIANA October 16, 2019

- 1. Elizabeth Sensenstein
  - a. Employee Benefits
- 2. Lisa Ridge Highway Director
  - a. Miscellaneous
- 3. Legal Department
  - a. Miscellaneous
- 4. Angela Purdie Commissioners' Administrator
  - a. Miscellaneous

County Ferm No. 47-TR (Rev. 1987)

1046 Deposits in Justianding Warrant-Checks

COUNTY TREASURER'S MONTHLY REPORT

Required by IC 36-2-10-16 and IC 5-12 Required by IC 36-2-10-16 and IC 5-13

Month	ending	September	2019	MONROE COUNTY	
CHAR	GES:				
	Total Taxes Collected (Not Receipted to Ledger or	Refunded)		\$ 4,665,238,36	
	Advance Collection of Taxes	•		2,476.99	
	Bank, Building and Loan and Credit Union			0.00	
4	Barrett Law Collections	****************		0.00	
5	Cash Change Fund	(+>>+++++++++++++++++++++++++++++++++++		1,000.00	
6	Conservancy District Collections	***************************************		0.00	
	Demand Fees			0.00	
8	Dog Tax			0.00	
9	Drainage Assessments	.,,.		0.00	
10	Excess Tax Collections			0.00	
11	Gross Income Tax on Real Estate			0.00	
	Wheel & Surtax			318,121.94	
	Vehicle license Excise Tax			4,415,356.24	
	Sewage Collections			0.00	
14	Tax Sale Costs			0.00	
	Aircraft License Excise Tax			1,439.10	
	Auto Rental Excise Tax			148,321.39	
17	Watercraft Title and Registration Fees (Boat Excis	e Tax)		99,611.02	
18	Lotto Excise Tax Cut			1,278,320.75	
19				0.00	
20					
21	Total Balances of all Ledger Accounts - Cash	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		74,697,344.48	
	Total Balances of all Ledger Accounts - Investmen			0.00	
	Total Charges			\$ 85,627,230.27	
-					,
CRED	TS:			'	
	Depository Balance as Shown by Daily Balance of	Cash and			
	Depositories Record (List in Detail on Reverse			\$	65,849,595.39
25	Investments as Shown by Daily Balance of Cash a				
	Depositories Record Column 12, Line 41			\$	19,776,634.88
26	Total Cash on Hand at Close of Month;				
	Currency	-4	\$ 900.00		
	Coins		100.00		
	Checks, Money Orders, etc		0.00		
	Total			\$	1,000.00
27		_+		•	
28					
29					
	Total			\$	85,627,230.27
				•	0,00
	Cash Short (add)			\$	0.00
	Proof			\$ 85,627,230,27 \$	85,627,230,27
3.5	PT00L		•	Φ 00,021,200,21 Φ	00,027,250,27
		1			
34	Balance in all Depositories Per Daily Balance Rec	ora		\$ 65,849,595.39	
	(Line 24 Above)	***************************************		\$ 00,040,000.00	
35	Outstanding Warrant-Checks (Detail by			(500.242.02)	
	Depositories on Reverse Side)	.,,,,		(530,346,92)	
36	Balance in all Depositories Per Bank Statements				20.000.400.44
	(Detail on Reverse Side)	***************************************		4120 450 023	66,806,402.14
	Deposits in Transit (Detail on Reverse Side)		•	(426,459.83)	00.000.400.44
38	Proof	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		\$ 66,806,402.14 \$	66,806,402.14
				•	
ANAI	YSIS OF CASH ON HAND AT CLOSE OF M			_	1
	(a) Cash Change Fund Advanced by County			\$	1,000.00
	(b) Receipts Deposited in Depositories,				
	(c) Uncollected Items on Hand (List on Reverse S	Side)			
	(d) Total (Must Agree With Line 26 Above)			\$	1,000.00
	State of Indiana, Monroe County: SS: 1, the under	signed treasurer of the aforesaid Co	ounty and State		
	hereby certify that the foregoing report is true and				
		0		1	
	Dated this 15th day of October 2019	Versien	millel	an	
		Con	nty Treasurer		
	Note: Prepare in quadruplicate, retain one copy as				
		y Auditor for Board of Finance.			
		y Auditor for Board of Commission	ners.		
	_ <b>-,</b> ,	y Auditor for transmission to State			
	Triplicate (Pink) To be filed with Count Quadruplicate (Canary) To be retained by Cour		Louis or recommo.		
	Guard abucate (Canara) - 10 pc teramen ply Cont.	ny rivasurer.			



Catherine Smith.
Auditor Monroe County, Indiana

COUNTY TREASURER'S

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

MONROE COUNTY Month ending

September 30, 2019

	leposits+outstanding+B	o data⊓ce=CB dat	come back to cashbook ba		1
	Balance Per Bank		Outstanding Warrant-	Balance Per Daily Balance	
Name and Location of Depository	Statements	Deposits in Transit	Checks	Cash & Depositories	
001 - FFB Operating 1242	\$7,780,945.29	(\$408,297.86)	(\$494,505,58)	\$6,878,141.85	
002 - FFB Payroll 3328	\$0.00	\$0.00	(\$35,841.34)	(\$35,841,34)	
003 - FFB Sweep 6040	\$0.00	(\$0.01)	\$0.00	\$0.00	
004 - FFB PERF 5596					
	\$0.00	\$0.00	\$0.00	\$0.00	
005 - FFB Credit Card 5324	\$12,814.44	(\$1.60)	\$0.00	\$12,812.84	
006 - FFB General 5535	\$54,458,819.22	(\$9,260.07)	\$0.00	\$54,449,559.15	}
013 - German American 3108	\$29,392.11	(\$18.71)	\$0.00	\$29,373.40	
014 - TI TRECS 0001	\$2,005,998.45	(\$4,505.60)	\$0.00	\$2,001,492.85	
016 - Redev-80-0306-02-9	\$2,518,432.62	(\$4,375.98)	\$0.00	\$2,514,056.64	
Depository Totals	\$66,806,402.14	(\$426,459.83)	(\$530,346.92)	\$65,849,595.39	<-Depository Balance
007 - MS7203004 road & street	\$2,131,146.85	(\$87.57)	\$0.00	\$2,131,059.28	
008 - MS7203017 cum bridge	\$3,198,362.06	(\$131.44)	\$0.00	\$3,198,230.62	
009 - MS7202940 aviation gen	\$190,947.83	(\$7.85)	\$0.00	\$190,939.98	
010 - MS7202979 aviation constr	\$423,917.99	(\$17.42)	\$0.00	\$423,900.57	
011 - MS7202924 aviation building	\$635,024.25	(\$26.09)	\$0.00	\$634,998.16	
012 - MS7202953 property re-assesmt	\$521,410.01	(\$21.42)	\$0.00	\$521,388.59	j
015 - Redev-80-0146-01-1	\$0.00	\$0.00	\$0.00	\$0.00	
017 - Redev-80-0267-02-3	\$57,256.60	(\$86.90)	\$0.00	\$57,169.70	
018 - Redey-80-0267-01-5	\$190.98	(\$0.29)	\$0,00	\$190.69	
019 - Redey-80-0306-01-1	\$372.90	(\$0.56)	\$0.00	\$372.34	
020 - Redv com 80-0306-03-7	\$295,098.71	(\$447.89)	\$0.00	\$294,650.82	
021 - Bank of New York Mellon/Holdings	\$12,333,391.32	(\$9,700.83)	\$0.00	\$12,323,690.49	
022-ONB MC18 Bond Int 80-0386-01-3	\$43.69	(\$0,05)	\$0.00	\$43.64	
023-ONB MC18 Constr 80-0386-03-9	\$0.00	\$0.00	\$0.00	\$0.00	
024-ONB MC18 Surplus 80-0386-02-1	\$0.00	\$0.00	\$0.00	\$0.00	
Investment Totals	\$19,787,163.19	(\$10,528.31)	\$0.00	\$19,776,634.88	<-Investments Balance
					warrants & Deposit
				1	in Transit
Totals	\$86,593,565.33	(\$436,988,14)	(\$530,346,92)	\$85,626,230,27	\$967,335.0

<sup>\*</sup> Interest

(Checks and other nems returned by depositories and in process of collection at close of month)						
Date Originally Received	Received From	For	Date Returned	Returned by (Name of		
						Amount
Total	l =					

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

ADVANCE CKS FOR SETTLEMENT

<sup>\*\*\*</sup> Outstanding Checks
\*\*\*\*Reconciling item per St Bd of Accts

<sup>\*\*\*\*</sup>Bank Error

#### MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: October 23, 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: Research Include VENDOR's Name in title if appropriate	solution Concerning Sur	
All Grants must complete the following  Is this a grant request? Yes		New Grant to the County? Yes
Grant Type: Reimbursement/Drawdown Up F	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-Interlocation	ll/Ordinance/Resolut	ion/Grant item:
Fund Name: Amount:		Fund Number
Executive Summary:	include the Fund Name	wmber in the Amount Box, you HAVE to & Number. IF this is a grant waiting on the e & Number, indicate that in the boxes.
1.) 2003 John Deer mower: The mow 2.) A hand me down bus shelter: Due the shelter to another location. The sh	ver has outlived its ue to the type of rivete nelter is located inside PR staff that the she	ed construction, it is not feasible to move de the Will Detmer Park garden fenced in liter poses a health risk due to the amount
Person Presenting: Kelli Witmer		Department: MC Parks & Recreation
Attorney who reviewed: County Legal Revi	ew required prior to submiss	ion of this form for all contracts
Submitted by: Kelli Witmer		Date: October 17, 2019
Each agenda request and all necessary documents to the	Auditor's Office (Anita Free:	man) at: afreeman@co.mouroe.in.us AND to the Commissioner's

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

Page 15 of 47

#### RESOLUTION 2019-31

#### RESOLUTION CONCERNING SURPLUS PROPERTY

A resolution to declare certain personal property of Monroe County Parks and Recreation Department to be no longer needed and unfit for the purpose for which it was intended, and to be considered surplus or worthless property for purposes of disposal.

WHEREAS, the Board of Parks Commissioners of Monroe County, Indiana are empowered to declare unneeded property to be surplus property; and,

WHEREAS, the Board of Parks Commissioners of Monroe County, Indiana, may authorize the disposal of surplus or worthless property pursuant to IC 5-22-22 et seq.;

**NOW, THEREFORE**, be it resolved by the Board of Parks Commissioners of Monroe County, Indiana, that:

- 1. Pursuant to IC 5-22-22-8, the property set forth in the memorandum attached hereto as **Exhibit A** shall be considered **worthless** and may be salvaged, demolished or junked, or if hazardous, disposed of for recycling pursuant to contract with the Monroe County Solid Waste District or distributed as in Paragraph 3. If salvaged, all proceeds shall be deposited in a Monroe County fund.
- 2. Pursuant to IC 5-22-22-3, the property set forth in the memorandum attached hereto as **Exhibit A** shall be considered to be **surplus** and may be sold, traded-in, or auctioned off in a Monroe County Government auction. If sold, all proceeds shall be deposited in a Monroe County fund.
- 3. The above-described property may be removed from the Monroe County fixed asset inventory.

Adopted this 16th day of October, 2019.

BOARD OF PARKS COMMISSIONERS OF MONROE COUNTY, INDIANA

Evelyn Harrell, MCPR Board President

Jayme Deckard, MCPR Office Manager

WITNESS:

Page 16 of 47

### RESOLUTION 2019-3 | RESOLUTION CONCERNING SURPLUS PROPERTY

A resolution to declare certain personal property of Monroe County to be no longer needed and unfit for the purpose for which it was intended, and to be considered surplus property for purposes of disposal.

WHEREAS, the Board of Commissioners of Monroe County, Indiana are empowered to declare unneeded property to be surplus property; and,

WHEREAS, the Board of Commissioners of Monroe County, Indiana, may authorize the disposal of surplus property pursuant to IC 5-22-22- et seq.;

NOW, THEREFORE, be it resolved by the Board of Commissioners of Monroe County, Indiana, that:

- Pursuant to IC 5-22-22 Sections 3 and 6, the property set forth in the attached exhibits A shall be considered to be surplus for purposes of disposal.
- The property includes one item with an estimated value of less than One Thousand Dollars (\$1,000.00); if it is determined that the cost to sell the items is more than the estimated value, those particular items may be demolished, sold as scrap metal or junked and not sold.
- 3. The property described in Exhibit A maybe sold at either a public auction, or if allowable by law, and receive fair value, traded in for the purchase of new equipment. If any of the above-described property fails to sell at the public auction, it may be demolished or junked, or if hazardous, disposed of for recycling pursuant to contract with the Monroe County Solid Waste District.
- 4. The above-described property may be removed from the Monroe County fixed asset inventory.

Adopted this day of October, 2019. MONF	ROE COUNTY BOARD OF COMMISSIONERS
"YEAS"	"NAYS"
Julie Thomas, President	Julie Thomas, President
Lee Jones, Vice President	Lee Jones, Vice President
Penny Githens, Commissioner	Penny Githens, Commissioner
ATTEST:	
Catherine Smith, Monroe County Auditor	1





John Deere Mower



Detmer Garden Shelter

#### MONROE COUNTY BOARD OF COMMISSIONERS

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)
Ju	dinance 2019-41 An Ordir stice Assistance Grant Inte	nance approving the
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-Interloc	al/Ordinance/Resolutio	n/Grant item:
Fund Name: Jag Sheriff Amount: \$6,071	76.1	Fund Number 8143
Executive Summary:	include the Fund Name &	Number. IF this is a grant waiting on the Number, indicate that in the boxes.
This is the 2019 version of the JAG I	nterlocal. The interloc	al is necessary due to the Granting entity
	ply for the grant. The	\$6,071 allocated to the County will be
only allowing one County entity to apused for pursuit intervention devices.	ply for the grant. The	
only allowing one County entity to apused for pursuit intervention devices.  Person Presenting:     Jeff Cockerill   County Legal Rev.   County Le	ply for the grant. The	\$6,071 allocated to the County will be  Department: Legal
only allowing one County entity to apused for pursuit intervention devices.  Person Presenting:     Jeff Cockerill   County Legal Revention	ply for the grant. The	\$6,071 allocated to the County will be  Department: Legal

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

#### **ORDINANCE 2019-41**

An Ordinance Approving the Interlocal Cooperation Agreement between the City of Bloomington and Monroe County, Indiana, regarding the 2018 Edward Byrne Memorial Justice Assistance Grant (JAG).

**WHEREAS**, the City of Bloomington, Indiana ("City") and the County of Monroe, Indiana ("County"), desire to enter interlocal agreement ("Agreement") which authorizes the purchase of vehicle pursuit intervention devices; and

**WHEREAS**, the form of the Agreement has been developed and is attached to this Ordinance as Exhibit A;

**WHEREAS**, the County, acting by and through its Board of Commissioners, hereby finds that the Agreement promotes the public interest and should be approved;

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Commissioners of Monroe County, Indiana, that the Exhibit A Agreement shall be, and hereby is, approved.

Approved this 23rd day of October, 2019, by the Board of Commissioners of Monroe County.

#### MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"	"NAYS"	
Julie Thomas, President	Julie Thomas, President	
Lee Jones, Vice President	Lee Jones, Vice President	
Penny Githens, Commissioner	Penny Githens, Commissioner	_
ATTEST:		
Catherine Smith, Auditor		

# INTERLOCAL COOPERATION AGREEMENT BETWEEN

# THE CITY OF BLOOMINGTON AND MONROE COUNTY, INDIANA IN REGARDS TO 2019 EDWARD BYRNE MEMORIAL

JUSTICE ASSISTANCE GRANT (JAG)

WHEREAS,	Indiana Code § 36-1-7-1 et seq. permits governmental entities to jointly exercise powers
,	through Interlocal Cooperation Agreements; and

- WHEREAS, each governmental entity, in performing their governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and
- WHEREAS, each governmental entity finds that the performance of this Interlocal Cooperation Agreement is in the best interests of both entities, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Interlocal Cooperation Agreement; and
- WHEREAS, this Interlocal Cooperation Agreement reflects the commitments and understandings agreed to by the governmental entities in order to efficiently and effectively utilize proceeds received from the 2019 Edward Byrne Memorial Justice Assistance Grant (JAG); and
- WHEREAS, the funds from the JAG are to be divided between the two governmental entities based on violent crime statistics reported to the Federal Bureau of Investigation through the Uniform Crime Reports; and
- WHEREAS, a three (3) year review of the violent crime statistics for both governmental agencies indicates that the Bloomington Police Department is to receive eighty percent (80%) of the total JAG funds and that the Monroe County Sheriff's Department is to receive the remaining twenty percent (20%) of the JAG funds.

NOW, THEREFORE, City of Bloomington and Monroe County, Indiana, hereby agree as follows:

#### Section 1. Payment

The City shall receipt in all of the \$33,506.00 associated with the 2019 JAG and thereafter disburse \$6,701 (20% of the total JAG funds) to the Monroe County Sheriff's Department, while retaining \$26,805.00 for use by the City of Bloomington Police Department.

#### Section 2. Use of Funds

The City shall use all of the \$26,805.00 it is allocated from the JAG funds towards of a TruNarc handheld narcotics analyzer.

The County shall use all of the \$6,701.00 it is allocated from the JAG funds towards the purchase of (vehicle) pursuit intervention devices.

#### Section 3. Liability

Nothing in the performance of this Interlocal Cooperation Agreement (hereinafter, "Agreement") shall impose any liability for claims against either governmental entity other than claims for which liability may be imposed by the Indiana Tort Claims Act.

#### Section 4. Responsibility

Each entity to this Agreement shall be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

#### Section 5. Commitment

The entities shall communicate and cooperate with one another to ensure that the purposes of this Agreement are achieved on behalf of and to the benefit of the publics they serve.

#### Section 6. Third Parties

The entities to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

#### Section 7. Intent

By entering into this Agreement, the entities do not intend to create any obligations express or implied other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

#### Section 8. Severability

If any provision of this Agreement is declared, by a court of competent jurisdiction, to be invalid, null, void or unenforceable, the remaining provisions shall not be affected and shall have full force and effect.

#### Section 9. Appropriation of Funds

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

Approved this	_day of, 2019, b	y the Monroe
County, Indiana Commissioners:		
MONROE COUNTY, INDIANA	ATTEST:	
Julie Thomas, President  Monroe County Commissioners	Catherine Smith, Auditor	<del></del>

Lee Jones, Monroe County Commissioners	
Penny Githens, Commissioner Monroe County Commissioners	
Approved this 2 day of day of	Octobe, 2019, by the City of
	Dave Rollo, President Bloomington Common Council
,	ATTEST: NICOLE BOLDEN, Clerk
Approved this day of	October, 2019, by the City of
CITY OF BLOOMINGTON, INDIANA	ATTEST:
JOHN HAMILTON, Mayor	NICOLE BOLDEN, Clerk

#### MONROE COUNTY BOARD OF COMMISSIONERS

Item for Formal Meeting? OR  (Ex: Routine items, continuing grants)	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  Regarding the Cor	OU with the City of Bloomington nmunity Crossings Grant
All Grants must complete the following  Is this a grant request? Yes	New Grant to the County? Yes
Grant Type: Reimbursement/Drawdown Up Front Payment	☐ County IS Pass Through ☐
Federal Agency:  Federal Program:  CFDA #  Federal Award Number and Year:  Or other identifying number  Pass Through Entity	Amount Received Federal: State: Local Match: Total Received:
Contracts/Agreements/MOU- Interlocal/Ordinance/	Resolution/Grant item:
Fund Name: NA	Fund NumberNA
include the Fur	netary number in the Amount Box, you HAVE to nd Name & Number. IF this is a grant waiting on the und Name & Number, indicate that in the boxes.
As part of the City's Community Crossings Grant, to County Roads, W. Arlington Road and W. Bloomfil authorization to the City to fulfill this responsibility.	
Person Presenting: Jeff Cockerill	Department: Legal
Attorney who reviewed: County Legal Review required prior to September 1981	to submission of this form for all contracts
Submitted by: Jeff Cockerill	Date: 10/17/19
Each agenda request and all necessary documents to the Auditor's Office (A	Anita Freeman) at: afreeman@co.monroe.in.us AND to the Commissioner's

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

#### MEMORANDUM OF UNDERSTANDING

#### BETWEEN

#### THE CITY OF BLOOMINGTON, INDIANA

#### AND

#### THE COUNTY OF MONROE, INDIANA

#### WITNESSETH:

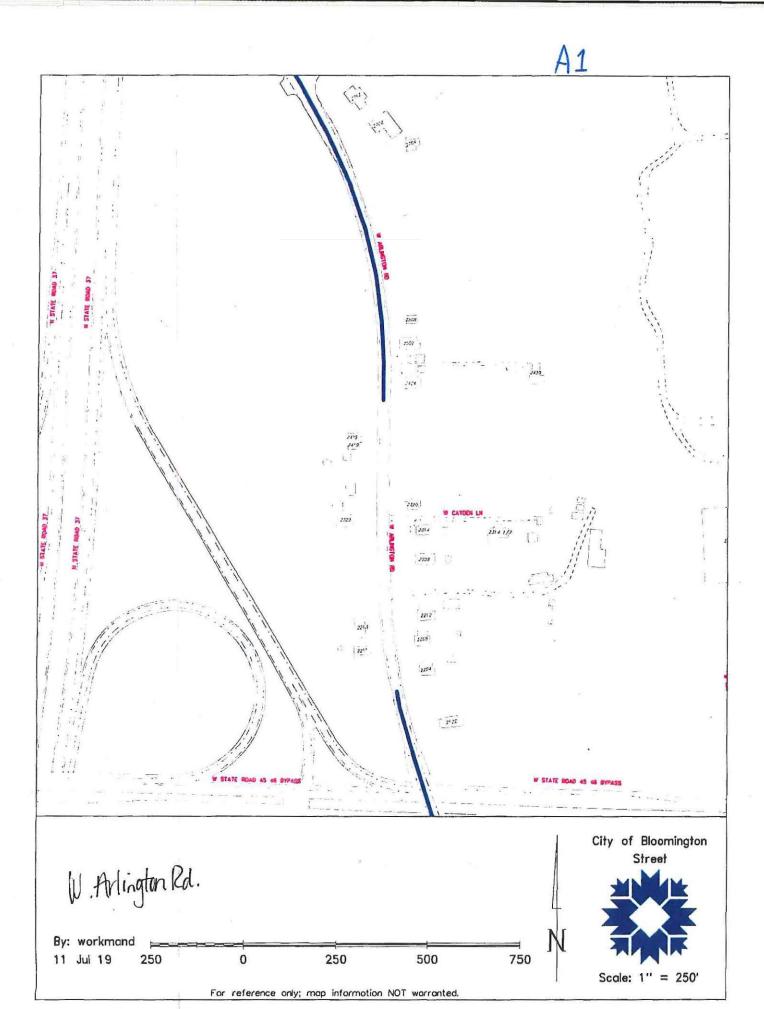
- 1. The City is preparing an application for Community Crossings Grant funding by INDOT for multiple projects, including the paving of portions of W. Arlington Road and W. Bloomfield Road.
- 2. A portion of these roads is owned and maintained by the County.
- 3. The County authorizes the paving of its portions of W. Arlington Road and W. Bloomfield Road by the City, upon the City's receipt of grant funding described above, and will accept all paving work performed in accordance with this MOU.
- 4. The County's portion of W. Arlington Road to be paved is .15 miles in length, as depicted in Attachment A1, attached and incorporated herein.
- 5. W. Arlington Road paving shall cover the roadway from the end of the roadway maintained by the City to the end of the roadway maintained by the County.
- 6. The County's portion of W. Bloomfield Road to be paved is .133 miles in length, as depicted in Attachment A2, attached and incorporated herein.
- 7. The W. Bloomfield Road paving shall cover the roadway from S. Cory Lane to S Anna Lee Lane.
- 8. The City shall perform the paving work in accordance with INDOT's 2018 Standard Specifications, Section 400 Asphalt Pavements, which include

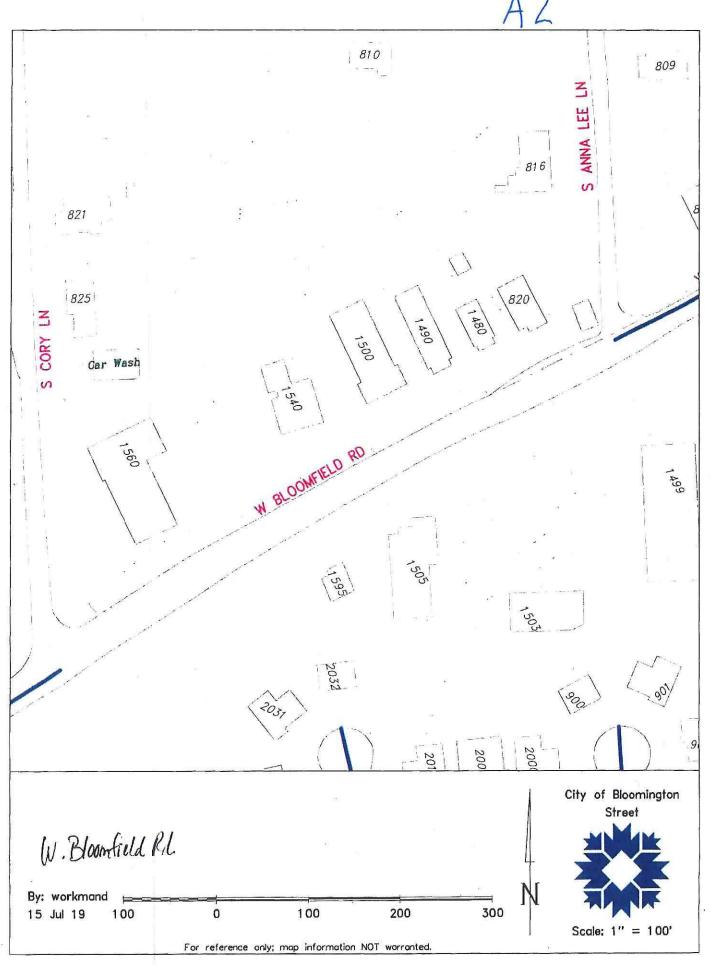
- milling existing asphalt surface 1.5", applying tack, resurfacing 1.5" with HMA Type B surface, and replacing pavement markings.
- 9. This MOU reflects the entire understanding between the City and the County regarding the paving of W. Arlington Road and W. Bloomfield Road, should the City receive funding via a Community Crossings Grant from INDOT.
- 10. The City will inform County of dates for project work so that the County is informed of the status of the paving work, and the County may inspect the work after completion of the paving work.
- 11. Any amendment or modification of this MOU must be in writing and be signed by duly authorized representatives of the City and County.
- 12. The City and the County agree that this MOU shall be presented to the Board of Public Works and to the Mayor of the City of Bloomington and to the County Board of Commissioners for their concurrence regarding this MOU.
- 13. The signatories for the City and the County warrant that they have been fully empowered by proper action to bind their respective unit to the terms and conditions set forth in this MOU.

**IN WITNESS WHEREOF**, the PARTIES hereto have executed this Memorandum of Understanding and caused their seals to be affixed and attested the day and year first written above.

COUNTY OF MONROE		
Department of Public Works		
Boa Ridge		
Lisa Ridge, Director		
<b>Board of County Commissioners</b>		
Julie Thomas, President		
June montas, mestern		
Lee Jones, Commissioner		
Penny Githens, Commissioner		

John Hamilton, Mayor





#### MONROE COUNTY BOARD OF COMMISSIONERS

Title of item to appear on the agenda:  Include VENDOR's Name in title if appropriate  MOU between Monroe County and the Town of Ellettsville for specific roads for snow removal.	ion es, new grants and
All Grants must complete the following  Is this a grant request? Yes   New Grant to the County? Yes	es
Grant Type: Reimbursement/Drawdown ☐ Up Front Payment ☐ County IS Pass Through ☐	
Federal Agency:  Federal Program:  CFDA #  Federal Award Number and Year:  Or other identifying number  Pass Through Entity  Amount Received  Federal:  State:  Local Match:  Total Received:	
Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:	
Fund Name:  Amount:  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.	e
This MOLL is to address many areas of partial readways that have been approved into the T	own of
This MOU is to address many areas of partial roadways that have been annexed into the T Ellettsville. We worked with the Town of Ellettsville Planning Department and Street Department up with a plan in coordinating routes for snow removal. All other maintenance to the roadways will fall under the owning entity, such as pothole patching, paving, culverts, etc.	
Ellettsville. We worked with the Town of Ellettsville Planning Department and Street Department up with a plan in coordinating routes for snow removal. All other maintenance to the roadways will fall under the owning entity, such as pothole patching, paving, culverts, etc.	
Ellettsville. We worked with the Town of Ellettsville Planning Department and Street Department up with a plan in coordinating routes for snow removal. All other maintenance to the roadways will fall under the owning entity, such as pothole patching, paving, culverts, etc.	

Each agenda request and all necessary documents to the Auditor's Office (Anita Freeman) at: afreeman@co.monroc.in.us AND to the Commissioner's Office e-mail: Commissionersoffice@co.monroc.in.us Page 29 of 47

#### MEMORANDUM OF UNDERSTANDING GOVERNING SNOW REMOVAL ON MONROE COUNTY ROADS

This Memorandum of Understanding (MOU) entered into on the \_\_\_\_\_ day of October, 2019, by and between the Monroe County Board of Commissioners ("Monroe County") with an office address of 100 W. Kirkwood, Bloomington, Indiana, 47404 and the Town of Ellettsville, with a mailing address of Post Office Box 8, Ellettsville, IN 47429 and collectively known as the "Parties" for the purpose of establishing an agreement with regard to performing snow removal services on certain roads in Monroe County, Indiana.

Whereas, the Parties intend to exercise reasonable care to keep their roads and public thoroughfares in reasonably safe condition for travel by performing snow removal services in as prompt a manner as possible; and

Whereas, the Parties have determined that there are certain roads located within Monroe County, the jurisdiction of which is in question; and

Whereas, both Parties have the necessary labor and equipment to perform snow removal services; and

Whereas, the aforementioned Parties desire to enter into the herein described agreement; and

Now, therefore, the Parties hereby agree as follows:

- 1. Monroe County agrees to perform snow removal services on the roads as indicated on the attached Exhibit "A", which is attached hereto and incorporated herein.
- 2. The Town of Ellettsville agrees to perform snow removal services on the roads as indicated on the attached Exhibit "A".

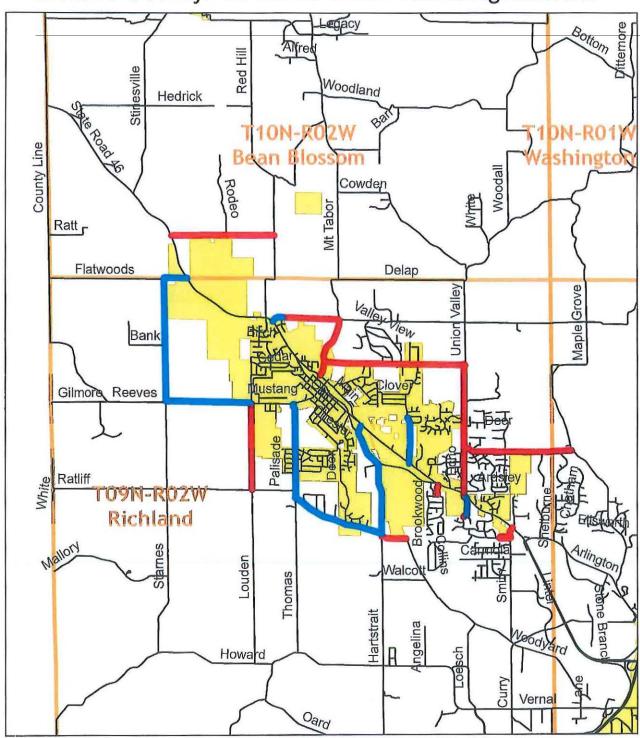
- 3. Each Party agrees to maintain the roads as indicated on Exhibit "A" at its own expense and without reimbursement from the other Party.
- 4. The term of this MOU shall be a period of three (3) years from the aforementioned effective date and may be extended upon written mutual agreement of both Parties.
- 5. This MOU may be amended or modified at any time in writing by mutual consent of both Parties.
- 6. In addition, this MOU may be cancelled by either Party with sixty (60) days advance written notice.
- 7. If at any time either Party is unable to perform their duties or responsibilities under this MOU, for whatever reason, said Party shall notify the other Party immediately.
- 8. Any notice or communication required or permitted under this MOU shall be sufficiently given if delivered in person or certified mail, return receipt request, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.
- 9. This MOU shall be governed by and construed in accordance with the laws of the State of Indiana.
- 10. In the event that any provision of this MOU shall be deemed to be severable or invalid, and if any term, condition, phrase, or portion of this MOU shall be determined to be unlawful or otherwise unenforceable, the remainder of the MOU shall remain in full force and effect. If a Court should find that any provision of this MOU is invalid or unenforceable then said provision shall be deemed to be written, construed, and enforced as so limited.
- 11. The herein contained MOU constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time.

This MOU is effective as of the date first written above.

ACCEPTED:
Monroe County Commissioners, President Julie Thomas
Date:
Town of Ellettsville, by Brian Mobley, President
Date:

ROAD NAME	MONROE COUNTY	ELLETTSVILLE
Chafin Chapel	X	
Deann Drive	X	
Lost Mans Lane	X	
McNeely Street	X	
Union Valley Road	X	
Woodyard Road	X	
Forest Park Drive	X	
Smith Pike	X	
W. Maple Grove (Barbara St to Matthews)	Χ	
Ridgewood Drive	X	
Louden Road	X	
Matthews Drive (McNeely to Maple Grove)	X	
Outback Drive (SR 46 to Deann)		Χ
Starnes Road (Reeves to Flatwood)		Х
Flatwoods Road (Starnes to SR 46)		Х
Reeves Road (Louden to Starnes)		X
Hartstrait Road (SR 46 to Ratliff Road)		Х
Lakeview Drive		Χ
W. Maple Grove (SR 46 to Barbara Street)		Χ
Ratliff Road (Thomas to Hartstrait)		X
Thomas Road (Ratliff to Sales Street)		Х

### Monroe County/Ellettsville Snow Route Agreement









## MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 10/17/2019									
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)							
	Task Order #4 with the Monro Commissioners and Aztec.								
All Grants must complete the following  Is this a grant request? Yes		New Grant to the County? Yes							
Grant Type: Reimbursement/Drawdown ☐ Ul	p 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- Interlo	ocal/Ordinance/Resolution	n/Grant item:							
Fund Name: Stormwater Amount: \$58,691.60  Executive Summary:	include the Fund Name & I	Fund Number 1197  ber in the Amount Box, you HAVE to Number. IF this is a grant waiting on the Number, indicate that in the boxes.							
Task Order #4 is for the Stipp Road Corps of Engineers (USACE) Nation and complete the associated techni	nal Environmental Policy	pject. This is to prepare a US Army Act (NEPA) Enviornmental Assessment							
They have reversed their decision to	The Army Corps has been going back and forth on the permitting and what they would require. They have reversed their decision that this needs to be completed by the County for the project. This is why it was not in the original contract with Aztec.								
This was approved at the October S	Stormwater board meetin	ng.							
Person Presenting: Lisa Ridge		Department: Highway							
Attorney who reviewed: David Schilling	eview required prior to submission	of this form for all contracts							
Submitted by: Lisa Ridge		Date: October 17, 2019.							
F 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1 14 1 000 /1 4 P	at a fragment that manager is us AND to the Commissioner's							

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



320 W. 8th St. / Ste. 100 Bloomington, IN 47404 Tel: (812) 717-3555

# Task Order #04

Project:	Monroe County On-Call	Project No.: INMUN1602-04	
Client:	Monroe County Highway Dept.	Task Order: #04 - Stipp / Moore	s Creek Environmental Services
Address:	501 N. Morton St., Suite 216 Bloomington, IN 47404		
I. Description	on of Task Order:		
	Additional Environmental Services to complete an En NEPA requiements on behalf of the US Army Corps of		
II. Compens	sation for Amendment:		
	ORIGINAL CONTRACT SUM:		\$421,007.00
	NET CHANGE BY TASK ORDER:		
	PREVIOUS TASK ORDERS THROUGH CURRENT NO. 3	\$421,007.00	
	TASK ORDER #4 (Lump Sum):	\$58,691.60	\$58,691.60
	TASK ORDER #4 TOTAL:		\$58,691.60
	CONTRACT SUM TO DATE (TASK ORDERS 1-4):		\$479,698.60
This fully exec	cuted task order shall become part of the Professional Se	ervices Agreement dated January 26,	2016.
	MONROE COUNTY BOARD OF COMMISSIONERS	AZTEC ENGINEERI	NG GROUP, INC.
	Ву:	By: Ade	(F2)
Name/Tit	le: Lee Jones, President	Name: Adrian Reid, P.E.	
	Ву:	Title: Assoc. Vice Preside	ent/Office Principal
Name/Tit	le: Penny Githens, Member	Date: 10/16/2019	
ı	Ву:		
Name/Tit	ele: Julie Thomas, Member		
Da	te		



September 11, 2019

Mr. Terry Quillman, MS4 Coordinator Monroe County Highway Department 501 N. Morton Street Room 216 Bloomington, IN 47404

RE: Scope, Schedule, and Cost Estimate for USACE Environmental Assessment

Project Name: Stipp Road/Moore's Creek Road
Owner Name: Monroe County Highway Department

Owner Project Number: N/A

Mr. Quillman:

Per our August 29, 2019 phone conversation, AZTEC is submitting this scope of services and cost estimate to prepare a US Army Corps of Engineers (USACE) National Environmental Policy Act (NEPA) Environmental Assessment (EA) and complete the associated technical studies. The total cost estimate is \$58,691.60. Below is a summary timeline of coordination with USACE regarding this effort.

#### Timeline of correspondence with USACE

In a November 27, 2018 conference call, USACE confirmed that the NEPA process would be required for the action of authorizing the project on USACE-managed lands and that USACE Louisville District Planning Department staff would be completing the NEPA document and associated technical studies. During that conference call, AZTEC (with prior approval from the County) offered to complete the NEPA document and technical studies at the County's cost, but USACE declined. After the conference call, AZTEC offered to assist USACE with the NEPA document and technical studies on the following occasions:

- In an April 3, 2019, e-mail and letter request for a Section 408 permit and that USACE begin the NEPA process and technical studies
- In a May 13, 2019 e-mail following up on the April 3, 2019 previous request
- In a July 2, 2019 e-mail transmitting the Section 404 permit application and follow-up on the previous requests (the request was also repeated in the Section 404 permit application letter)

On August 12, 2019, AZTEC received an e-mail request from USACE that we complete the cultural resources investigation on their behalf. In an August 13, 2019 reply, AZTEC acknowledged that we would complete the cultural resources investigation and again offered to prepare the NEPA document and perform the associated technical studies. On August 19, 2019, AZTEC received an e-mail from USACE requesting that we complete a NEPA EA and associated technical studies.

## Clarification of NEPA

By NEPA guidelines, an EA is an elevated level of study to determine whether a project has the potential to cause significant impacts. In this case, USACE made the decision that an EA is the appropriate level of NEPA documentation required. As a frame of reference, Monroe County conducted an EA for the Fullerton Pike project as a corridor study. However, for the Stipp and Moores Creek project, the NEPA requirements are not the same because USACE (not INDOT/FHWA) is approving the document and USACE's NEPA implementation regulations are different. In fact, the production hours for a USACE EA are typically much lower compared to a federally funded project administered by INDOT.

We appreciate the opportunity to work with Monroe County on this project to improve access for Monroe County residents. And we also want to take this opportunity to express our gratitude to Monroe County for entrusting our company with the design of and environmental approvals for this project. Given the uncertainty of the USACE EA process, we believe that our proposal will help the County maintain a higher level of control over the project schedule. Should you have any questions, please call me at 812.606.7050.

Sincerely,

Adrian Reid, P.E.

Associate Vice President

Indiana Office Principal

AZTEC Engineering Group, Inc.

C: Mike Shirley and Mike Myers, AZTEC

## AZTEC SCOPE OF SERVICES

Monroe County Highway Department Stipp Road/Moore's Creek Road USACE NEPA Environmental Assessment September 10, 2019

## 1. Task Understanding

AZTEC is under contract with Monroe County (County) to provide design and environmental services for a bridge replacement and roadway flooding mitigation project on lands managed by the US Army Corps of Engineers (USACE). The project is located along portions of Stipp Road and Moore's Creek Road in Perry Township, Section 25 & 30, Township 8N, Range 1W & 1E, Monroe County. The USACE requested that the County complete the National Environmental Policy Act (NEPA) Environmental Assessment (EA) and associated technical studies for the USACE action of authorizing the project on USACE-managed lands. This scope of work includes preparation of the EA and the associated technical studies and tasks we believe are necessary based on information provided by the USACE and our experience preparing EAs for other federal agencies.

## 2. Assumptions

- Public scoping letters would only be sent to residents adjacent to the project limits
- Comments resulting from the public notice will not exceed 30 comments or otherwise require excessive effort to address as agreed by the County and AZTEC
- No public hearing will be required
- A Notice of Intent and/or Notice of Availability will not be required

## 3. Scope of Work

#### **Biological Resources**

AZTEC is currently under contract to prepare a Biological Assessment/Evaluation through the original task order; therefore, no additional funds are required for this effort.

## **Cultural Resources**

The USACE requested an archaeological investigation of the project area and AZTEC has requested the services of Green 3 LLC (Green 3) to conduct the investigation. Green 3 is an Indianapolis-based consulting firm specializing in archaeological investigations and AZTEC has worked with Green 3 on other projects. Green 3's scope and cost estimate to perform the work requested by USACE is attached.

#### <u>Fieldwork</u>

As part of the EA effort, is anticipated that AZTEC staff will need to conduct several site visits to document existing conditions or collect other information necessary to prepare the EA.

## Public/Agency Scoping

AZTEC will develop a draft public and agency scoping recipient list in coordination with USACE and draft a public scoping letter and agency scoping letter for the USACE to finalize and distribute to the recipient list.

#### Alternatives Development

The USACE requested evaluation of 3 alternatives in the EA; the no action alternative, the preferred alternative, and at least one additional alternative. Based on the example EA provided by USACE, we believe that a 3<sup>rd</sup> alternative can be developed from the initial design alternatives investigated by AZTEC in coordination with the County without the need for additional engineering work. However, some design team effort will be required to assist the environmental team with repackaging the information to include in the EA.

## **Draft Environmental Assessment**

AZTEC will model the EA after the example provided by USACE entitled *Environmental Assessment for the State Route 145 Bank Stabilization Project at Patoka Lake Orange County, Indiana*. In accordance with this example, the following resource categories will be addressed:

- Climate
- Soils and Geology
- Surface Water and Other Aquatic Resources
- Fish and Wildlife Habitats
- Threatened and Endangered Species
- Recreational and Aesthetic Resources
- Cultural Resources
- Air Quality
- Noise
- Hazardous and Toxic Substances
- Socioeconomic and Environmental Justice Considerations
- Appendices to include public and agency scoping letters and responses

The USACE recommended AZTEC account for three rounds of comment resolution on the draft EA, including two rounds with USACE Planning Department and one round with USACE Office of Counsel to receive legal certification.

## **Public Notice**

Once the EA has received USACE legal certification, USACE will advertise a public notice to invite agencies and the public to submit comments on the project and the draft EA. AZTEC will draft the public notice for the USACE to finalize and will address any comments received in writing as necessary.

## Final Environmental Assessment

AZTEC will finalize the EA by including public notice comments and responses and making any revisions required as a result of those comments. It is assumed that the USACE would have two rounds of comments on the final EA.

## Finding of No Significant Impact

AZTEC will draft the Finding of No Significant Impact (FONSI) for the USACE to finalize.

#### Coordination

This task includes internal coordination between the AZTEC design and environmental teams as well as coordination with County and USACE staff regarding the project and tasks associated with the EA.

## Meetings

Three AZTEC staff will participate in two conference calls that will not require travel by AZTEC staff, and one in-person meeting at the USACE Louisville District's office in Louisville, KY. This task includes associated meeting preparation tasks such as preparing an agenda, sign-in sheet, and exhibits as well as follow-up distribution of a meeting summary.

#### 4. Deliverables

Anticipated deliverables include:

- Archaeological Investigation Report
- Biological Assessment/Evaluation
- Draft public/agency scoping letters and distribution list
- Draft Environmental Assessment
- Draft Public Notice
- Responses to Public Notice Comments
- Final Environmental Assessment
- Draft Finding of No Significant Impact (FONSI)

#### 5. Schedule

Below is the anticipated schedule for completing the EA; however, USACE review times are estimated and are beyond AZTEC control.

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Week (Gray Indicates Holidays)	1 2	3	4	1 2	3	4	1 2	3	4	1 2	3	4	1 2	2 3	4	1 2	3	4	1 2	2 3	4	1	2 3	4	1 2	3	4	1	2 3	4	1	2 3	4	1	2 3	4	1 2	3	4	1	2 3	4
Notice to Proceed (Estimated 10/1/2019)																																				Î.						
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Note: USACE Review Times are Estimated and are Beyond AZTEC Control



**Prepared For: Monroe County** 

Project Name: Stipp Road/Moore's Creek Road

Project Number: N/A

LABOR	Hours	Billable Rate	Cost
Senior Project Manager	86	\$180.00	\$15,480.00
Project Manager (Senior Project Engineer)	62	\$150.00	\$9,300.00
Project Engineer	86	\$130.00	\$11,180.00
Engineer/Designer	40	\$100.00	\$4,000.00
Technician/Drafter	0	\$90.00	\$0.00
Project Assistant/Admin.	182	\$60.00	\$10,920.00
Labor Total	456		\$50,880.00

EXPENSES (AT COST, NO MARKUP)	Units	Unit Cost	Cost
Flight (Roundtrip)	0	\$0.00	\$0.00
Mileage (GSA FY 2019 Rate)	220	\$0.58	\$127.60
Lodging (GSA FY 2019 Rate for Area)	0	\$0.00	\$0.00
Per Diem (GSA FY 2019 Rate for Area)	0	\$0.00	\$0.00
Direct Expenses Total			\$127.60

OUTSIDE SERVICES (AT COST, NO MARKUP)	Cost
Green 3 Studios, Archaeology Survey & Report	\$7,684.00
Firm Name/Service Description	\$0.00
Firm Name/Service Description	\$0.00
Outside Services/Consultants Total	\$7,684.00

TOTAL COST ESTIMATE (LABOR TOTAL + EXPENSES)

\$58,691.60

Adrian Reid

Associate Vice President

9/10/2019

Date



Prepared For: Monroe County
Project Name: Stipp Road/Moore's Creek Road

	Project Manager (Senior Project Engineer)	Project Engineer	Engineer/Designer	Technician/Drafter	Project Assistant/Admin.	Subtotal Hours		Subtotal Cost
\$180.00	\$150.00	\$130.00	\$100.00	\$90.00	\$60.00	Sul		Su
4					8	12	\$	1,200.00
8					16	24	\$	2,400.00
8	4	4			4	20	\$	2,800.00
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4	8	12			12	36	\$	4,200.00
2	4	4		Portion of the M	8	18	\$	1,960.00
2	4	4			6	16	\$	1,840.00
4	8	12			12	36	\$	4,200.00
6	8	16			20	50	\$	5,560.00
2	4				8	14	\$	1,440.00
12	8				12	32		4,080.00
16			15		16	48	\$	5,440.00
						456	5	50,880.00
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# Name of Project: Stipp Road and Moore's Creek Road Project

Job Type: Phase la Archaeological Investigation

Contact Information:

AZTEC Engineering Attention: Mike Myers 4561 East McDowell Road Phoenix, Arizona 85008



Green 3, LLC Historic Fountain Square 1104 Prospect Street Indianapolis IN 46203

Date: August 27, 2019

Fee Justification

Task Descr	iption	Princ	cipal / QP	Fie	eld Director	Totals
Project Adn	ninistration		2.0		2.0	4.0
	it Application		0.0		8.0	8.0
Records Re			0.0		6.0	6.0
Field Invest	igation		0.0		24.0	24.0
Laboratory	- <del></del>		0.0		4.0	4.0
Report Writ	The state of the s		2.0		24.0	26.0
Total Hour			4.0		68.0	72.0
		\$	130.00	\$	80.00	
Fee		\$	520.00	\$	5,440.00	\$ 5,960.00
Expenses:	Printing					\$10.00
	Archaeological Records Review at S	\$140.00				
	GIS Analysis	\$200.00				
	Curation of artifacts and documents	\$1,200.00				
	Mileage (100 miles x 0.58 / mile)	\$174.00				
Total Fee I	For Section 106					\$7,684.00



#### SCOPE OF SERVICES

AUGUST 27, 2019

Aztec Engineering is requesting an archaeological records review and fieldwork for the proposed bridge replacement and roadway flooding mitigation project along portions of Stipp Road and Moore's Creek Road in Monroe County. Aztec Engineering will enter an agreement with Green 3, LLC, who will be in charge of completing the archaeological study.

#### Client Contact:

Mike Myers, MMyers@aztec.us Environmental Services Division Lead P: 602-454-0402

## Project Location:

The proposed project is located near the northern edge of Lake Monroe and along a section of Stipp Road and Moore's Creek Road. These two sections are situated in the northeastern quarter of Section 25, Township 8 North, Range 1 West, Perry Township, Monroe County.

## Project Scope:

The proposed project will entail the replacement of the bridge on Stipp Road over Butcher Bank Creek, the construction of a retaining wall along the south side of Stipp Road, raising the roadway profiles of Stipp Road and Moore's Creek Road, widening the widths of the two roads from approximately 18 feet to 24 feet, and the replacement of three culverts on Stipp Road as well as four culverts on Moore's Creek Road.

It is estimated that approximately 6.3 acres of ground disturbance will occur along the Stipp Road section, while 4.4 acres of ground disturbance will happen along the Moore's Creek Road segment.

## Green 3, LLC Level of Work and Deliverables:

- ARPA Permit Application and Submission
- Archaeological Desktop Records Review
- Visual examination of the entire project area and photo documentation of disturbed areas
- · Phase la archaeological survey of potentially undisturbed areas
- Archaeological Report that presents the findings of the review and fieldwork, as well as recommendations
  concerning any archaeological sites that might be documented during the study
- Curation of all artifacts and documents to an approved facility (as per the ARPA regulations)
- Relocate and ascertain if site 12-Mo-1006, a historic cemetery that is in the immediate vicinity of the Stipp Road segment, will be directly impacted by the proposed project. If the cemetery is situated outside of the project area, then an attempt will be made to determine if the cemetery is greater than 100 feet from the edge of the proposed alignment. If it is ascertained that the site is 100 feet or less from the edge of the project area, then a Cemetery Development Plan will need to be formulated and submitted to the Division of Historic Preservation and Archaeology.

## Tasks Not Covered under This Proposal:

- Additional Archaeological Fieldwork (i.e., Phase II investigation of a site(s)
- Cemetery Development Plan
- Field Technician that will be provided by Aztec Engineering

317.634.4110

The fees will be billed lump sum based on percent complete. Totals for the project are listed in the table below (rounded to the nearest dollar). The task and hourly breakdown for each service is attached.

Archaeological Phase la Investigation: TOTAL

\$7,684.00

If you agree with the terms and conditions listed above, please sign this agreement below and return to Green 3, LLC. Receipt of the signed agreement will serve as our notice to proceed, unless otherwise directed by client. Thank you, and we look forward to working with youl Thank you, and we look forward to working with you.

Kind Regards,

Erin Mulryan, MPA

Erin Malyan

President

Client- Aztec Englneering	
(Signature)	_3300_330_300_370_
(Printed Name and Title)	
(Date)	