



MONROE COUNTY BOARD OF COMMISSIONERS' AGENDA
MONROE COUNTY COURTHOUSE
JUDGE NAT U. HILL III MEETING ROOM
BLOOMINGTON, INDIANA
FEBRUARY 13, 2019
10:00 am

	Page
I. CALL TO ORDER	
II. COMMISSIONERS' PUBLIC STATEMENT	
III. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA, LIMITED TO 3 MINUTES	
IV. APPROVAL OF MINUTES	1
• FEBRUARY 6, 2019	
V. APPROVAL OF CLAIMS DOCKET	
• ACCOUNTS PAYABLE – FEBRUARY 13, 2019	
• PAYROLL – FEBRUARY 15, 2019	
VI. REPORTS	
• TRAFFIC/ROAD UPDATE	
VII. NEW BUSINESS	
A. MOVE TO APPROVE: AGREEMENT WITH PARKS & RECREATION AND MONROE COUNTY PUBLIC LIBRARY.	12
FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A	
Executive Summary: This agreement is for a partnership between Monroe County Parks and Recreation and the Monroe County Public Library for an outdoor Story Walk along the county trails.	
Margie Rice, Attorney	

- B. MOVE TO APPROVE: ORDINANCE 2019-03; ALL-AMERICAN STORAGE, LLC. PUD OUTLINE PLAN AMENDMENT. 16**
FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A
Executive Summary: This is to amend Monroe County Zoning Ordinance 2007-16 To add “Park and Recreational Services” to the permitted uses for a 3.21 acre parcel in Perry Twp, Section 21, 53-08-21-200-142.000-008
Jackie Nester, Planning
- C. MOVE TO APPROVE: ORDINANCE 2019-05; REAUTHORIZING THE MAJOR BRIDGE FUND. 41**
FUND NAME: MAJOR BRIDGE FUND FUND NUMBER: 1171
AMOUNT: N/A
Executive Summary: This ordinance reestablishes the rate to the maximum level allowed by State Law. A public hearing is required before action taken on the Ordinance.
Jeff Cockerill, Attorney
- D. MOVE TO APPROVE: ORDINANCE 2019-06; REAUTHORIZING THE CUMULATIVE CAPITAL DEVELOPMENT FUND. 43**
FUND NAME: CUMULATIVE CAPITAL DEVELOPMENT FUND NUMBER: 1138
AMOUNT: N/A
Executive Summary: This ordinance reestablishes the rate to the maximum level allowed by State Law. A public hearing is required before action is taken on the Ordinance.
Jeff Cockerill, Attorney
- E. MOVE TO APPROVE: RATIFICATION OF VET ENVIRONMENTAL AGREEMENT. 46**
FUND NAME: CUMULATIVE CAPITAL DEVELOPMENT FUND NUMBER: 1138
AMOUNT: NOT TO EXCEED \$1,000
Executive Summary: This agreement will allow for mold inspection and surface/bulk sampling of the Justice Center.
Jeff Cockerill, Attorney
- F. MOVE TO APPROVE: RATIFICATION OF FIRST APPRAISAL GROUP AGREEMENT. 52**
FUND NAME: FOOD AND BEVERAGE FUND NUMBER: 4932
AMOUNT: \$3,000
Executive Summary: This agreement will allow for an appraisal for feasibility of purchasing the old High Speed Tire building. This property is intended to be part of the Convention Center complex. Council still needs to approve appropriation to use F & B funds, if they do not then Cumulative Capital funds will be utilized
Jeff Cockerill, Attorney

- G. MOVE TO APPROVE: CINTAS SERVICE AGREEMENT. 60**
FUND NAME: COUNTY GENERAL FUND NUMBER: 1000-0068
AMOUNT: \$100/MONTHLY
Executive Summary: This agreement will allow Cintas to place 3 x 10 mats for the entryway of the Courthouse 2 times a month.
Angie Purdie, Commissioners' Administrator
- H. MOVE TO APPROVE: CINTAS SERVICE AGREEMENT. 62**
FUND NAME: COUNTY GENERAL FUND NUMBER: 1000-0068
AMOUNT: \$100/MONTHLY
Executive Summary: This agreement will allow Cintas to place 4 x 6 mats for the entryway of the Showers Building 2 times a month.
Angie Purdie, Commissioners' Administrator
- I. MOVE TO APPROVE: SANTAROSSA MARBLE & GRANITE, LLC AGREEMENT. 64**
FUND NAME: CUMULATIVE CAPITAL DEVELOPMENT FUND NUMBER: 1138
AMOUNT: \$55,000
Executive Summary: This agreement will allow for the installation of the vitrification maintenance system on the terrazzo floor, stair tread and landings on the Justice Building.
Angie Purdie, Commissioners' Administrator
- J. MOVE TO APPROVE: CUMMINS, INC AGREEMENT. 67**
FUND NAME: COUNTY GENERAL FUND NUMBER 1000-0068
AMOUNT: \$6,983.43
Executive Summary: This agreement will provide planned maintenance to the engine and power generation systems located in the Justice Building.
Angie Purdie, Commissioners' Administrator

VIII. APPOINTMENTS

IX. ANNOUNCEMENTS

X. ADJOURNMENT

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



**MINUTES
MONROE COUNTY BOARD OF COMMISSIONERS'
FEBRUARY 6, 2019
NAT U HILL III MEETING ROOM
COURTHOUSE
BLOOMINGTON, IN**

The Monroe County Commissioners met in a regular meeting on February 6, 2019 at 10:00 a.m. with the following members present: Julie Thomas, President, Amanda Barge, Vice President and Lee Jones. Also present: Jordan Miller, Payroll Administrator, Jeff Cockerill, Attorney, Angie Purdie, Commissioners' Administrator, Lisa Ridge, Public Works Director, and Anita Freeman, Deputy Auditor.

I. CALL TO ORDER

The meeting was called to order by Thomas

II. PLEDGE OF ALLEGIANCE

Led by Thomas

III. COMMISSIONERS' PUBLIC STATEMENT

Statement read by Thomas

IV. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA

Good morning, **John Clower**, I wanted to say that I was disappointed that the joint letter signed by the Commissioners' did not refer to the importance of accurate and conscientious reporting of bias crimes by law enforcement officers. And the problem of wide spread non-compliance with that law. Fixing the situation would require at a minimum fixing IC 10-13-3-38 to mandate adequate training for officers to be able to identify and report bias crimes. To exact a penalty for non-compliance and to name an enforcer of the law, all three of those things, not being in the law that was enacted in 2000. Luckily, in the City of Bloomington, we do have a police force that provides conscientious numbers year after year. But in our area and throughout the State

there is an epidemic of police non-compliance. Unfortunately, none of the 10 bills that were introduced in the General Assembly this session, deals with the problem of bias crime reporting. The Governor has not mentioned this issue as something he wants to see in a bill, the IU administration has not spoken about this as something they want to see. So I would appreciate an opportunity at another time and in another context to talk with the Commissioners' about the nature and the extent and the implications of police non-compliance with the bias crime reporting law. Thank you.

(Barge) Thank you for being here.

(Thomas) Thanks for raising that issue, very important. And I recommend anybody who's hearing this and concerned as we are to send a note off or call your State Legislator and let them know that this is an important issue.

V. APPROVAL OF MINUTES

- **JANUARY 23, 2019**

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

VI. APPROVAL OF CLAIMS DOCKET

- **ACCOUNTS PAYABLE – JANUARY 30, 2019 AND FEBRUARY 6, 2019**
- **PAYROLL – FEBRUARY 1, 2019**

(Miller) The total for claims - \$3,540,214.97

- \$1,329,340.50 – FT Self Insurance
- \$571,173.27 – Hylant
- \$285,840.35 – Anthem BC/BS Claims & Fees.

The total for payroll - \$1,488,362.10

- 70.6% - Main & Supplemental Payrolls
- 29.4% - Taxes, PERF, One America

Barge made motion to approve 2 additional claims that were not submitted in time to make the Auditors claim docket. Total additional claim \$11,620.28. Jones seconded.

(Purdie) The first claim is for life insurance premiums, it going to go to Selman and Company. These life insurance premium payments are from our employees, not the ones covered by the County. And that is for \$1,713.48.

The second one is for our FSA claims for our health, for people who use the FSA option for their health care and this one totals \$9,906.98.

(Barge) Just want to say thank you for all the extra work that you've been doing.

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

VII. REPORTS

- **CLERK OF CIRCUIT COURT – DECEMBER 2018**
- **TREASURER – DECEMBER 2018**
- **WEIGHTS AND MEASURERS – DECEMBER 16, 2018 – JANUARY 15, 2019**
- **TRAFFIC/ROAD UPDATE**
 - Fullerton Pike PH II; Gordon Pike (at Clear Creek Bridge just east of Rogers St) will close February 11 – April 1, 2019.
 - North leg of Walnut Street Pike/Rhorer Rd scheduled to close April 1 – May 31, 2019 to finish Fullerton Pike PH I project.
 - Public Meeting for Fullerton Pike PH II & PH III will be held Monday, April 15, 2019 at Batchelor Middle School. Notice of meeting will be given to all media outlets prior to the meeting.
 - A coordination meeting with City of Bloomington, City Utilities, Monroe County Departments for future project coordination to hopefully avoid the traffic issues of the past. Public notice of those dates of upcoming projects will be given to all media outlets prior to construction.
 - Public Meeting for Curry Pike/Woodyard Road/Smith Pike will be held Wednesday, February 13, 2019 at 5:30 pm at the Ellettsville Fire Department, 5080 W State Road 46.
 - Sample Road project; INDOT will be funding 80% of this \$17 million project for construction year 2021. A \$13 million savings for the County. Right of way purchasing will begin soon.

VIII. NEW BUSINESS

A. MOVE TO APPROVE: TREASURER'S AGREEMENT WITH MASTER'S TOUCH

FUND NAME: GENERAL FUND: 1000 AMOUNT: NOT TO EXCEED \$ 12,375.78

(McClellan) This is the contract for my office to print the tax bills. It's the same company we used last year. It's almost the same price as last year, this is to print and stuff the bills. Postage gets paid after the bills get sent.

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

B. MOVE TO APPROVE: RATIFICATION OF ROAD MAINTENANCE AGREEMENT WITH INDOT.

FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A

(Dave Schilling) We're here asking you to ratify this road maintenance agreement. And how this agreement came about, the Public Works Department and I were meeting with the State of Indiana on a transition agreement for the I69 roads that the State took over some of the County roads during the I69 project. And now they're wanting to turn them back to the County. But that agreement hasn't been worked out yet. So that day we were meeting was Friday, January 11, 2019 and it was supposed to snow 8 -10 inches the next day. And so Lisa asked what the State was going to do about snow and ice removal and they said 'nothing we're just going to close the roads'. They said they didn't have the staff to maintain that. So Lisa worked out an agreement with them to allow the County to maintain the more heavily traveled portions of

those roads, which would be Chambers Pike, Sample Road and Burma Road. The State agreed to do something with the other segments which are less traveled. Because we are acting on behalf of the State, we needed to have this agreement in writing for our insurance coverage purposes, so we scrambled around that day and got two signatures on the agreement and sent it up to the State and its come back with all the State signatures, so we're just wanting to ratify that and have that in place before the next storm.

(Barge) I just want to say, I was here when you all were working that out. And this is when government works at its best, and you all did a great job. So thank you.

(Thomas) Yeah, I appreciate that everyone was proactive about it. I was surprised to see that they're paying us nothing for doing the roads for them, but maybe I'm not surprised to see that they're paying us nothing for doing the roads for them. But that's ok. At the least we have a lot of residents that I'm sure will be very happy that we're taking care of the roads. Thank you both for working on this.

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

C. MOVE TO APPROVE: BLEDSOE, RIGGERT, COOPER AND JAMES SURVEY AGREEMENT
FUND NAME: CUMULATIVE CAPITAL FUND NUMBER: 1138
AMOUNT: NOT TO EXCEED \$5,000

(Cockerill) This is a contract for a survey of the Red Lot. We're preparing to purchase that from the City and it's our responsibility to get the legal descriptions and get that put together. And this is a contract for that, it's not to exceed \$5,000 because we're still working out a few issues with the City regarding the processes and things that need to occur in order for that be ended.

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

IX. APPOINTMENTS

Barge made motion to appoint. Jones seconded.

- Margaret Clemmons – Economic Development Commission – 4 year term
- Thomas signing a proxy letter for Commissioner Jones to serve on the Food & Beverage Board in her stead.
- Commissioner Barge – Ambulance Board – 1 year term

All in favor, motion carried by voice vote.

X. ANNOUNCEMENTS

- Accepting applications for all boards and commissions.
- Celebrating Black History month.
- Next Commissioners' meeting: February 13, 2019, at 10 am in the Nat U Hill meeting room, 3rd floor of the Courthouse.

XI. COMMISSIONERS' COMMENTS

(Jones) Last week Monroe County faced a double digit wind chill temperature situation. And the community rallied to help. Allison Moore, from the Emergency Management Department, The Red Cross and a number of Township Fire Stations all provided places where people could warm themselves.

The very good folk at ASI, who do our Justice Building Security and our Maintenance group led by David Gardner, pulled together a warming center in the Justice Building for anyone in the community who had to face the elements. And I'd like to say that once the Commissioners' made the decision to do this, it was David Gardner who put it all together and really made it work. David has passed along that ASI who provided extra security for it, agreed to not charge us for that. So thank you very much ASI. And we would also like to thank everyone in the community who helped with food, water, blankets and our TSD Director, Eric Evans, who sent pizza's for everyone. The Jail Staff also assisted and the Bloomington Police Department brought a few people to the shelter who had not found their way there. As David said, the Polar Vortex was responsible for eight deaths across the mid-west. I'm proud of our community that we did not add to that number. So we're just very very proud of the way our entire community came together to make sure that those of us with the least resources, were hopefully comfortable and survived. So thank you to everyone.

(Thomas) Thank you.

(Barge) I want to say thank you to Commissioner Jones, who will not actually own that she was responsible for organizing. And just thank you because you spent a lot of hours on it. We really appreciate you.

(Thomas) You really did step out, I was up in Indy and was like oh, this is great, but how are we going to do this!? And she said "I'll handle it". Thank you!!

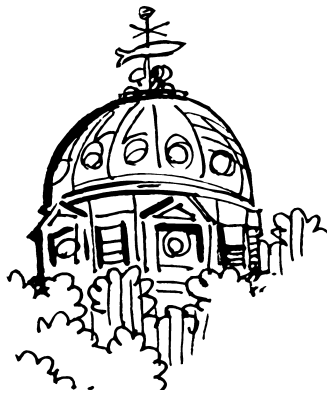
(Barge) She did it!

(Thomas) Fabulous work. It's such an amazing story and then to hear that they're donating 48 hours of staff paid time to this cause is just amazing. So we're so grateful for them and for everyone in our community who stepped up. Thank you Commissioner Jones, you really did a great job.

(Barge) And that kind of kindness you showed, Lee, definitely had a ripple effect. Because people were contacting us and asking what can I do now. I had someone contact me that donated coats. When you act in that kind of kindness it makes other people do the same, so thank you.

(Thomas) That's a great point. Pass it on.

XII. FORMAL PRESENTATION



ACKNOWLEDGEMENT AND GRATITUDE

Monroe County is privileged to be the first County in the State of Indiana to have three women serve on the Board of Commissioners - the executive and legislative branch of county government; and

- In 1971, Charlotte Zietlow, was elected to the Bloomington City Council, part of a wave that changed the representation from majority Republican to a majority of Democrats. In 1980, Ms. Zietlow was the first woman elected as a Commissioner in Monroe County serving from 1981-1989, and
- In 1988 Joyce B. Poling was the first Republican woman elected to the Board of Commissioners; Ms. Poling served our community for a total of 16 years, from 1989-1997 and again from 2001 - 2008, and
- In 1991, Monroe County had its first majority of women on the Board of Commissioners when Mary Forester-Kinzer was elected to the board and joined Ms. Poling, providing 4 years of women in a majority leadership role; and
- In 1997, Iris Kiesling was elected to the Board of Commissioners, serving the community for a total of 20 years, the last 4 of which were served alongside Commissioner Julie Thomas. Women again held a majority of seats on the Board of Commissioners; and
- With the retirement of Ms. Kiesling, Amanda Barge was elected to the Board in 2016, continuing the trend of women holding a majority of seats on the Board; and
- In 2018, Lee Jones was elected to the Board, creating the first Board of Commissioners comprised entirely of women; and

We acknowledge the service and commitment of all women who help make our community stronger. We stand on the shoulders of those who have served in the past and pledge to carry their legacy into the future

NOW, THEREFORE: We, The Monroe County Board of Commissioners, do hereby proclaim February 6th, as

Celebrate our local women leaders, past and present

IN MONROE COUNTY

THE MONROE COUNTY BOARD OF COMMISSIONERS

Charlotte Zietlow – Well, three women, who would've guessed. Who would have ever guessed?

In 1980 I was elected in a Regan landslide. I had to get 9,000 more votes than Jimmy Carter, to this day do not understand how that happened. And I think many people didn't. And it wasn't very welcomed by many people, I must say, what does that woman know about roads? In fact what I learned I didn't know that much about roads, I acknowledge that. But I did know enough to find people who did know enough about roads to take care of the roads. I also recognize that they said that because in fact the Commissioners' did not have an office, they were able to sit in the Highway Department with the secretary's to the Highway Department, but they did not have a phone, they did not have any staff at all, no place to hang their hat. We've come mighty long way. And I also learned because I'm a woman, that I didn't know much about being a Commissioner, I had to learn on the job, on the job training, as I reflect is what we practically always do in everything we do. There aren't many jobs for which we are truly trained and certainly not to be a County Commissioner.

In the first couple of days after I was elected, after I took office, a delegation of people who were working in this overflowing fire trap of a Courthouse, came to me and said we've been trying to get the attention of the Commissioners' for years and years and years and we want you to do something about this. And it turned out, it was that you couldn't get out of the Courthouse without a key after hours. And that was dangerous, that was just dangerous because this was a fire trap. And I said why they do something? They said no body would listen to us they only do roads. And so I learned quickly I had to talk to the president of the Board of the County Council and say can we do this please? I would like some money for this please. And Norm Anderson had the sense to say that's pretty dangerous, we'd better do this. I'm not even sure our insurance covers it. So we got panic bars and from there I learned that there was one thing after the other. Every day I learned something else that the Commissioners' had to do under the law. We were responsible for doing and we hadn't done it because we only do roads.

I was asked a few weeks ago by a reporter, what difference did it make having a woman in the County Commissioners' office? I think the difference was that I didn't know enough not to know I was supposed to do lots more things other than roads. And I thought but this makes sense, surely we should take care of the ice and snow outside, surely we could do this, that and the other thing. Surely there should be heat in the jail, surely we should do one thing after another, we should make sure the Airport manager is not embezzling equipment, which he was. And I was told parenthetically, well we don't pay him much money, so you know. That's true. So I learned a lot about county government.

And I learned that this is a very complicated government. We don't only do things that the City does, the parks, the planning, public safety and so forth, we do a lot more in the county. The County Government is far reaching. It extends to the finances of the entire county, property management, keeping track of property and a number of other things plus the Criminal Justice System. We don't have much money in the County, we have way too much to do, and the Department Heads are pretty much all elected so there's no way that you can manage in the County I learned without collaborating with everybody, without stroking everybody's back and holding out a carrot and a little bit of nudging. And I found it very difficult and very rewarding. So I was quite conscious, as I became the first woman

Commissioner, looked at with great wonder, you know what's she going to do wrong, we'll let her know immediately. And hoping I that didn't make terrible mistakes so that women could follow me and I wouldn't be blamed for keeping women out of government. Fortunately I didn't do anything really terrible and I've been followed by many wonderful women. So I want to say it was probably the hardest job I've ever done and required more of me for all the time I was here, there were some very difficult issues that we dealt with many many many of them with very little money, but with the cooperation ultimately of the Council and the other elected department heads. I am very honored to be here today and to see that I was followed by many other women and I congratulate you all and wish you well. I think I told Joyce Poling when she said "what do I need to know about county government?" I said you need to have a sense of humor. Thank you very much for having us here today and I celebrate County Government for doing a tremendous lot with very little resources and rolling with the punches and constant on the job training because the kind of experience that you need in public office you learn when you get there. Thank you.

Joyce Poling – Iris and I have spent so much time together that we are again. So this is really a day to celebrate. You know we kept nudging on that glass ceiling with Mary Forrester-Kinzer, and with Iris and I and finally you did it. So congratulations we're so proud. I think it's also a day to celebrate County Government. I think people forget what you do and I've been thinking particularly about the Health Department, you are in charge of the health for our entire County. I see George Hageman here and George and the Health Board passed the first smoking ordinance in the State, west of the Appalachian actually, very early so congratulations and thank you. I think people forget. So the smoking ban, the Emergency Management putting that whole team together. Working with the City and then the Convention Center and I am pleased to welcome both of our mayors', Mayor Allison and Mayor Hamilton. My favorite plaque is the one on the Convention Center because it has so many names, so many people worked to make that happen. And we know you're all work together and get this one done. We're so proud.

And then I have to say something, as the former Monroe County Historian, please get all your minutes transcribed. Those are so important when you look at the minutes out here from the very beginning, to have all those minutes. I think Charlotte was the one that said go look at the minutes. Many times something would happen and it had preceded us by sometimes generations, it was good to have those minutes to go back and see why a decision was made and if you just have a line on the agenda that's not going to do it. So thank you very much, we're proud.

Iris Keisling - Like me and Charlotte we read minutes, we don't take them, but we do read them. But we had several partners that we worked with though during our time and Charlotte said Phil Rogers and Bob Hanna. And then we had Tim Tilton, Norm Anderson, Brian O'Neal, Herb Kilmer and Pat Stoffers down the line. And I've served with two Republicans and two Democrats, me being one, it's always been good. I think that I learned a lot, I knew a lot already, but I learned a lot as I went along. It's a pleasure to be here the job was fantastic I really enjoyed doing it, although we had some trying times. It's nice to see the Courthouse as

nice as it is today. As Charlotte said it started in a crumbling way, we have a real treasure and we have real treasures here in our community not just us women and guys who have served. But anyone who serves in government should be celebrated because it's not an easy job but it is something that needs done. I think the public is well served if we have people who are thoughtful and kind and considerate when they serve and listen to the public. Thank you very much for honoring all of us.

Those also present in the audience: Former Mayor Tomi Allison, Mayor John Hamilton, City Councilor Dorothy Granger, County Councilor Cheryl Munson, County Councilor Eric Spoonmore, County Treasurer Jessica McClellan, and Mae Cassady of Cassady Electric, the first licensed female electrician.

Dorothy Granger, Bloomington City Council. I want to take this opportunity to remind people it's not just that we are women, we are good women, and we provide a different view. And when you have diverse voices and views coming together it does make government better. I just want to say congratulations to you. Thank you.

(Thomas) Thank you all. It's great to have a full room and it's a wonderful day to celebrate everything that's come before us and we've learned a lot from everyone that has served before us, for everyone that serves as staff. But for me it's especially inspiring to learn from the women who have held these chairs before us. You have a lot to teach us and your grace and wisdom will live on forever and we really appreciate everything you've done for us, to help us get here, and for us to do our best for our residents. Thank you so much for that.

(Barge) I think one of the things about Joyce and Iris and Charlotte that I've always found is that no matter what help you need, they're there. Even though they're not serving any more, all of us up here are really here because of you. It's a moment for everyone to recognize Tomi too and the City, just recognizing that women are come to leadership in a different way. And you all came to leadership in a time when it was mostly men. We have benefited from that, from those hard experiences of being an outsider looking in. Our entire staff is female, we are in a different time but we always remember that this didn't come easily and so thank you.

(Jones) I agree with all Julie and Amanda have said. I don't think I ever would have ended up here if it hadn't been for the really remarkable women who preceded us. They gave us a role model that made it possible to even think about doing this. I would like to say it's an amazing experience. I did not set out change history, but it's kind of cool that it happened. Thank you.

(Thomas) It is an exciting day and I'm so glad you're all here to join us in the celebration of this great day. I do want to thank my colleagues as well for everything they've done to make this possible. Not just being elected, but everything else too. They're just fabulous colleagues to work with I couldn't ask for better. I also do want to thank our staff for pulling this event together. Also just for everyone's edification we have our acknowledgement notes for our three women Commissioners' who served before us.

XIII. ADJOURNMENT

The minutes of the February 6, 2019 Board of Commissioners' meeting were approved on February 13, 2019.

Monroe County Commissioners

Ayes:

Nays:

Julie Thomas, President

Julie Thomas, President

Amanda Barge, Vice President

Amanda Barge, Vice President

Lee Jones

Lee Jones

Attest:

Catherine Smith, Auditor



MONROE COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA
MONROE COUNTY COURTHOUSE
JUDGE NAT U. HILL III MEETING ROOM
BLOOMINGTON, INDIANA
February 6, 2019

- 1. Lisa Abraham – Court Administrator**
 - a. Agreement for Courthouse Facility Dog Services
- 2. Jackie Nester – Planning Department**
 - a. 2019-03 All-American Storage, LLC Planned Unit Development (PUD) Outline Plan Amendment
 - b. 2019-04 Lakes Neighborhood Planned Unit Development (PUD) Outline Plan Amendment 1
- 3. Penny Caudill – Health Administrator**
 - a. Approval of grant amendment between Indiana Family Health Council (IFHC) and the Monroe County Health Department (MCHD).
- 4. Lisa Ridge – Public Works Department**
 - a. Change Order #1 – Hunters Creek Road
- 5. Legal Department**
 - a. Commissioners' Letter in Support of the Karst Farm Greenway Trail Expansion Project and Grant.
 - b. Miscellaneous
- 6. Angela Purdie – Commissioners' Administrator**
 - a. Planned Equipment Maintenance Agreement with Cummins, Inc.
 - b. Miscellaneous

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: February 13, 2019

Item for Formal Meeting? ☒

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐

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

Title of item to appear on the agenda:

Include VENDOR's Name in title if appropriate

Agreement between Monroe Co. Parks & Rec and the Monroe Co. Public Library

All Grants must complete the following

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

Or other identifying number

Pass Through Entity

Amount Received

Federal:

State:

Local Match:

Total Received:

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

Fund Name:

Fund Number:

Amount:

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

Executive Summary:

Agreement for a partnership between Monroe County Parks & Rec and the Monroe County Public Library for an outdoor Story Walk along county trails.

Person Presenting: Margie Rice

Department: Legal

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

Submitted by: Margie Rice

Date: 2/5/19

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

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

**Monroe County Public Library Story Walk
Program Partnership Agreement between Monroe County Parks and Recreation Department and
the Monroe County Public Library**

This Agreement is made and entered into this _____ day of _____, 2019, by and between the Monroe County Parks and Recreation Board of Directors and Department ("Parks") and the Monroe County Public Library ("MCPL").

WHEREAS, Parks and the MCPL desire to cooperate in the provision of a free self-guided outdoor Story Walk at Flatwoods Park.

WHEREAS, the MCPL is qualified to perform such services with Parks; and

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

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

1.0 Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership which establishes a self-guided Story Walk in a County park location. The self-guided Story Walks are placed along trails to inspire parents, teachers, and caregivers to take young children outside for physical activity and learning at the same time.

2.0 Duration of Agreement:

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

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

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

- 3.1. Provide approval to place story box signs along the walking path at Flatwoods Park.
- 3.2. Provide communication between Parks staff and MCPL staff on any vandalism or structural damage to story boxes.
- 3.3. Provide marketing in Parks promotional materials and/or through social media outlets.
- 3.4. Allow MCPL to place Story Walk directional signage at Flatwoods Park, in agreed-upon locations.

4.0 Monroe County Public Library:

The goal of the MCPL is to provide opportunities for families and community members to practice literacy skills and continue to develop literacy skills.

- 4.1. Select story books with a new feature story twice a year.
- 4.2. Create, along with the Friends of the Library, promotional materials.
- 4.3. Continual monitoring of story boxes to assure they are in good working order. Repair and/or replace as needed.
- 4.4. Evaluate through a variety of methods the success of the self-guided Story Walk in meeting desired outcomes.
- 4.5. Pay for any and all costs related to the Story Walk, including but not limited to design, installation, construction, and maintenance.

5.0 Notice and Agreement Representatives:

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

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

Monroe County Public Library
 Marilyn Wood
 303 E. Kirkwood Ave.
 Bloomington, IN 47408
mwood@monroe.in.lib.us
 812-349-3058

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

Monroe County Parks & Recreation
 John Robertson
 501 N. Morton, Suite 100
 Bloomington, IN 47404
jprobertson@co.monroe.in.us
 812-349-2800

Monroe County Public Library
 Marilyn Wood
 303 E. Kirkwood Ave
 Bloomington, IN 47408
mwood@monroe.in.lib.us
 812-349-3058

6.0 Termination:

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

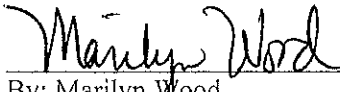
7.0 Waiver

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

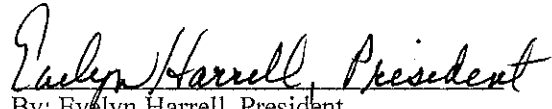
9.0 Release and Hold Harmless Agreement:

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

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


By: Marilyn Wood
Monroe County Public Library

Date 11/15/18


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

Date 11-29-2018

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

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Amanda Barge, Vice-President

Amanda Barge, Vice-President

Lee Jones

Lee Jones

ATTEST:

Catherine Smith, Auditor

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: February 13, 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

2019-03
All-American Storage, LLC Planned Unit
Development (PUD) Outline Plan Amendment +

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 request is to amend the All-American Storage, LLC Planned Unit Development Outline Plan (Ordinance No. 2007-16) of the Monroe County Zoning Ordinance to add 'Park and Recreational Services' to the list of permitted uses in the PUD. The property totals 3.21 +/- acres, located at S Old State RD 37 (Parcel No. 53-08-21-200-142.000-008) in Perry Township, Section 21, zoned PUD.

Person Presenting: Jordan Yanke

Department: Planning Department

Attorney who reviewed: David Schilling

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

Submitted by: Jordan Yanke

Date: January 24, 2019

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

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

ORDINANCE NO. 2019-03

All-American Storage, LLC Planned Unit Development (PUD) Outline Plan Amendment

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, a certain "amendment" was proposed to the All-American Storage, LLC Planned Unit Development (PUD) Outline Plan, which were deemed necessary and advisable to address existing land use trends and to promote the public health, safety, and welfare;

Whereas, the Plan Commission advertised for and conducted a public hearing on the proposed amendment;

Whereas, following the public hearing, the Plan Commission voted to forward the amendment to the Board of Commissioners with a favorable recommendation;

Whereas, the Plan Commission certified the amendment and its recommendation thereon to the Board of Commissions for consideration pursuant to Indiana Code Sections 36-7-4-602 through 605;

Whereas, in accordance with Indiana 5-14-1.5-5, the Board of Commissioners provided public notice on its intention to consider the amendment in ordinance form during its February 6, 2019 meeting, and accepted public comment on the proposed amendment during its February 6, 2019 meeting;

Whereas, the Board of Commissioners finds that the amendment, if adopted, would reasonably and efficiently advance the statutorily recognized zoning ordinance purposes, which include, among other purposes, the promotion of the health, safety, morals, convenience, order, and general welfare of the citizens of Monroe County, Indiana, and that the amendment should be adopted;

Whereas, the Board of Commissioners finds and confirms that in the preparation and/or consideration of the amendment, both the Board of Commissioners and the Plan Commission gave reasonable regard to: the Comprehensive Land Use Plan of Monroe County, Indiana; current conditions and the character of current structures and uses in each district; the most desirable use for which the land in each district is adapted; the conservation of property values throughout the jurisdiction; and responsible development and growth;

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

SECTION I.

The All-American Storage, LLC Planned Unit Development (PUD) Outline Plan (Ordinance No. 2007-16) of the Monroe County Zoning Ordinance is amended to add 'Park and Recreational Services' to the list of permitted uses in the PUD. The property totals 3.21 +/- acres, located at S Old State RD (Parcel No. 53-08-21-200-142.000-008) in Perry Township, Section 21, zoned PUD.

SECTION II.

The following conditions of approval shall apply to this petition:

- 1) Remove 'Adult Oriented Business' from the All-American Storage, LLC Planned Unit Development (PUD) Outline Plan's list of permitted uses;

SECTION III.

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 6th day of February, 2019.

BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA

"Yes" Votes

Julie Thomas, President

Amanda Barge, Vice President

Lee Jones, Commissioner

"No" Votes

Julie Thomas, President

Amanda Barge, Vice President

Lee Jones, 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 January 15th, 2019 the Monroe County Plan Commission considered Petition No. 1811-PUO-05 for an amendment (Ordinance No. 2019-03) to the Monroe County Zoning Ordinance and made a positive recommendation to approve thereon, based on the findings, conditions, and Public Works Department reports, with a vote of 8-0.

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



Larry Wilson
Planning Director

1-25-2019

Date

MONROE COUNTY PLAN COMMISSION**January 15, 2019**

PLANNER Jordan Yanke
CASE NUMBER 1811-PUO-05 All-American Storage, LLC PUD Outline Plan Amendment
PETITIONER AFH Properties, LLC c/o Bynum Fanyo & Associates, Inc.
ADDRESS S Old State RD 37 (Parcel No. 53-08-21-200-142.000-008)
REQUEST Outline Plan Amendment to add the following use to the list of permitted uses:
- Park and Recreational Services
ZONE PUD
ACRES 3.21 acres +/-
TOWNSHIP Perry
SECTION 21
COMP PLAN
DESIGNATION MCUA Mixed Use

EXHIBITS

1. Petitioner Outline Plan Statement/Supplemental Letters
2. All-American Storage, LLC PUD Outline Plan Amendment – Site Plan
3. Ordinance No. 2007-16
4. PUD Permitted Uses

RECOMMENDATION

Staff gives a recommendation of **Approval** to the Plan Commission based on the findings of fact and subject to the Monroe County Public Works Department reports.

PLAN REVIEW COMMITTEE

The Plan Review Committee heard the petition during its meeting on December 13, 2018 and did not make a formal recommendation.

SUMMARY

The petition site is one parcel within the All-American Storage, LLC Planned Unit Development (PUD) in Perry Township, section 21. The site totals 3.21 +/- acres. The parcel is currently vacant. The site's access is derived from S Old State Road 37.

The petitioner, AFH Properties, LLC, currently owns the petition site and its adjacent parcel to the west. The petitioner is requesting to amend the approved PUD Outline Plan to include the following use as permitted:

- *Park and Recreational Services* (See Exhibit 1)

The current uses permitted in the PUD are “limited to those Medium or Low Intensity Use permitted in Limited Business Zoning with the exception of *Funeral Home* and the accessory *Crematorium*, which is only permitted in the General Business Zoning” – See Exhibit 3.

Note that the Monroe County Zoning Ordinance classifies *Park and Recreational Services* as “High” intensity, thus providing the impetus for this amendment request. The petitioner is proposing no other amendments to the originally approved PUD Outline Plan.


LOCATION MAP

The petition site is located off of S Old State RD 37 in Section 21 of Perry Township.

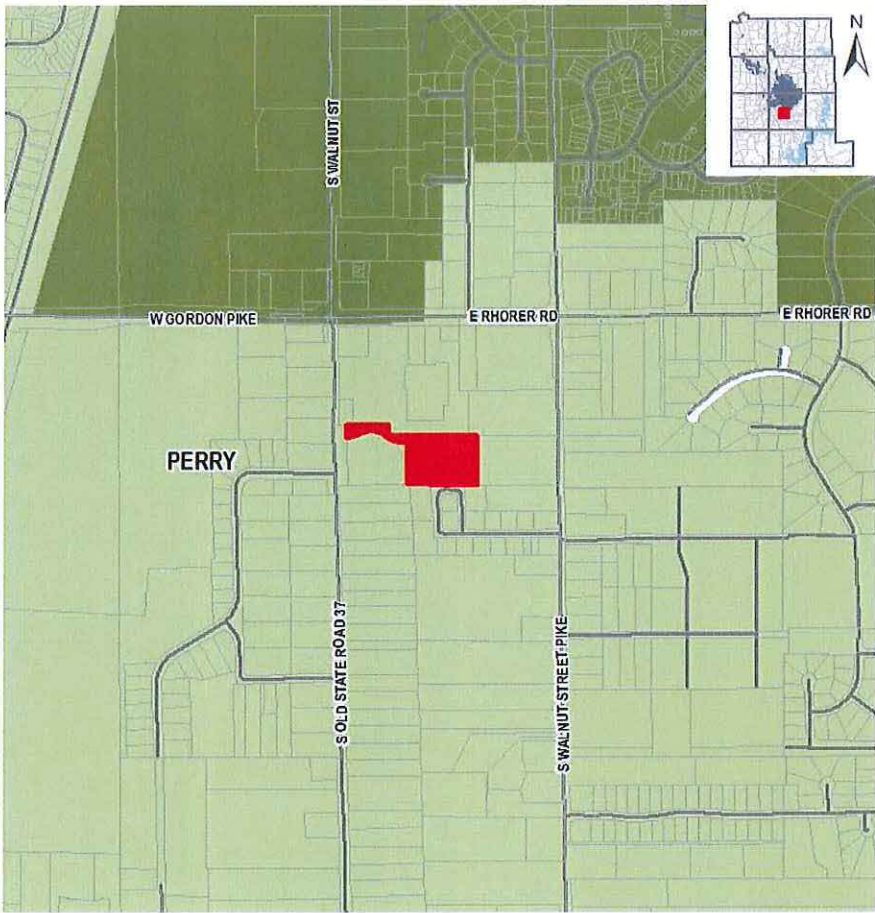
Location Map

-  Petitioner
-  Townships
-  Roads
-  Parcels
- Incorporated Areas**
-  Bloomington

0 0.05 0.1 0.2 Miles



Monroe County
Planning Department
Source: Monroe County GIS
Date: 12/3/2018



SITE CONDITIONS

The petition site is one parcel and is presently vacant. The parcel is not located within floodplain and there are no known karst features on site.

Site Conditions Map

-  Petitioner
-  Parcels
-  10-Foot Contours
-  Sanitary Pipe
-  Water Pipe
-  Roads







0 95 190 380 Feet



Monroe County
Planning Department
Source: Monroe County GIS
Date: 12/3/2018



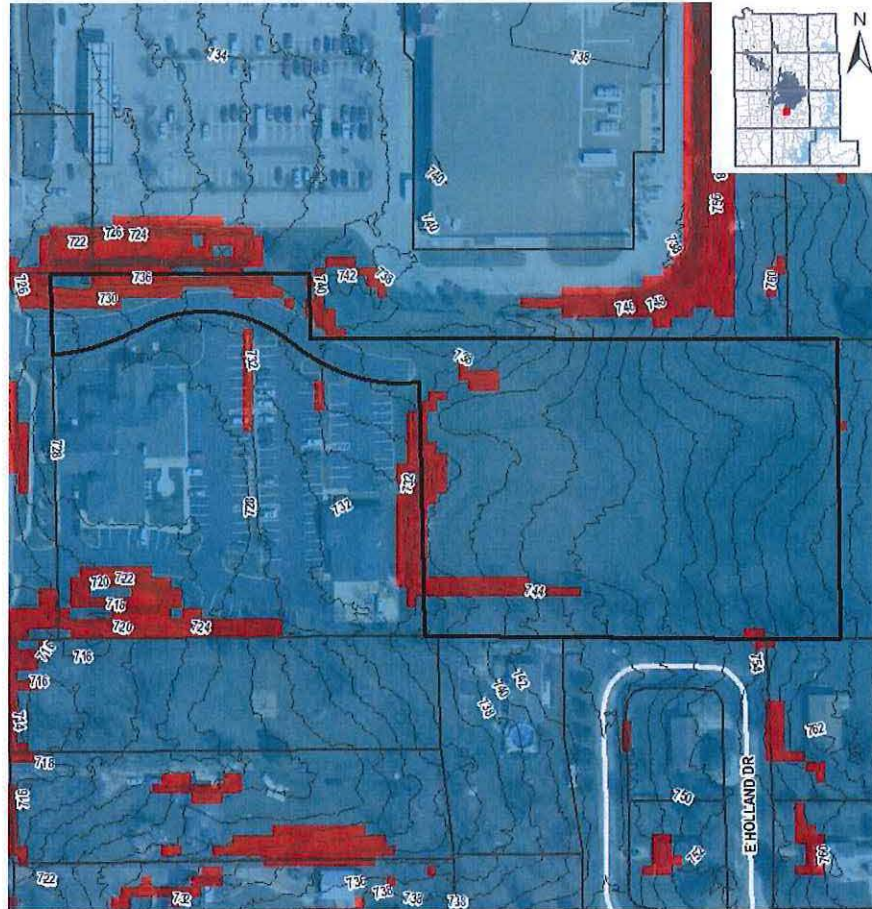
Slope Map

-  Petitioner
-  Parcels
-  2-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: 12/3/2018



SITE PICTURES



Figure 1: View of petition site's access drive off of S Old State Road 37, facing east.



Figure 2: View of S Old State Road 37 from its access point with the petition site, facing south.

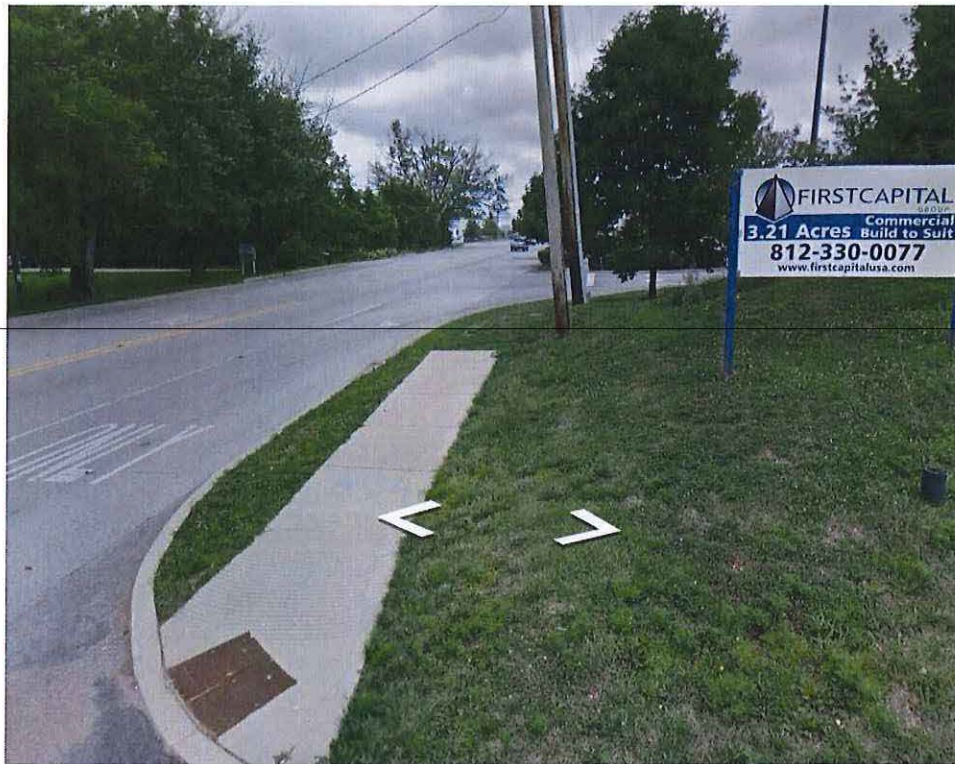


Figure 3: View of S Old State Road 37 from its access point with the petition site; facing north.



Figure 4: Aerial view of the petition site, facing north.

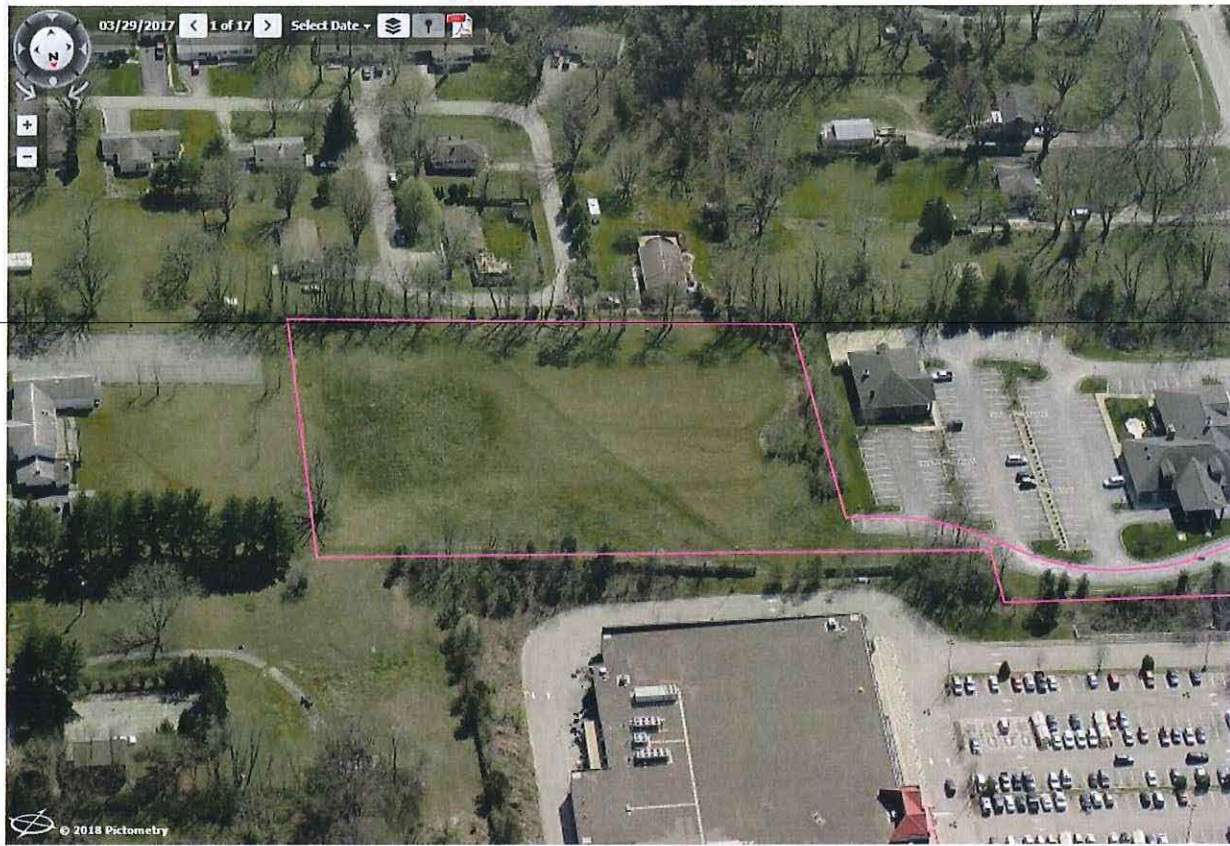


Figure 5: Aerial view of the petition site, facing south.

ADJACENT USES / ZONING

The petition site is zoned as a Planned Unit Development (PUD). The adjoining properties are zoned Single Dwelling Residential 3.5/Planned Residential Overlay 6 (RS3.5/PRO6) and Planned Unit Development (PUD). The petition site is in the Monroe County Urbanizing Area.

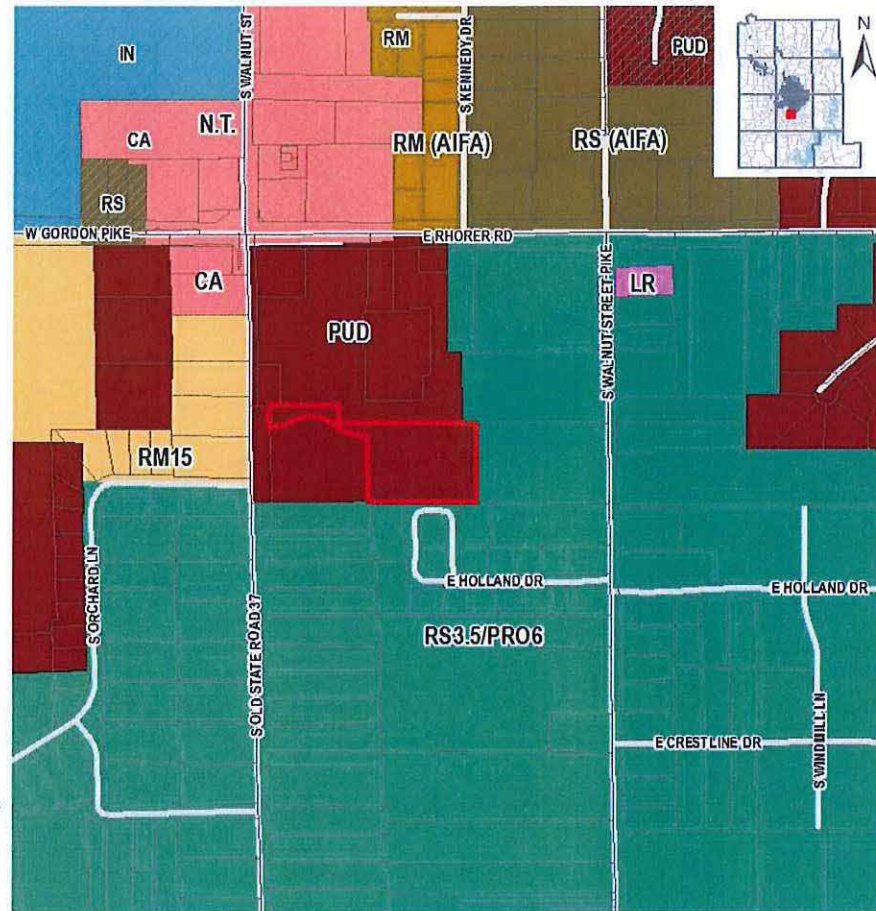
Current Zoning Map

-  Petitioner
-  Parcels
-  Roads
- Monroe County Zoning**
 -  CA - Commercial Arterial
 -  LR - Low Density Residential
 -  N.T. - No Tag (Outside Juris.)
 -  PUD - Planned Unit Development
 -  RM - Multi Dwelling Residential
 -  RM15 - Multi Dwelling Res. 15
 -  RS - Single Dwelling Residential
 -  RS3.5/PRO6 - Single Dwell. Res. 3.5/PRO6
- Bloomington Zoning**
 -  CA, Commercial Arterial
 -  IN, Institutional
 -  PUD, Planned Unit Development
 -  RM, Residential Multifamily
 -  RS, Residential Single Family

0 0.0425 0.085 0.17 Miles



Monroe County
Planning Department
Source: Monroe County GIS
Date: 12/3/2018



INFRASTRUCTURE AND ACCESS

Access to the petition site is derived from S Old State Road 37, which is designated as a Principal Arterial in the Thoroughfare Plan. City of Bloomington sanitary sewer serves the petition site.

COMPREHENSIVE PLAN DISCUSSION

The petition site is located within the Mixed Use designation of the Monroe County Urbanizing Area Plan (MCUA), which states:

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.

C. Open Space

Park Types

Small-scale parks and open spaces should be integrated into new developments and streetscapes. Mixed-use districts may have a variety of park types, from small plazas and pocket parks along public sidewalks, to moderately-sized greens, squares, and neighborhood parks. Greenway connections should be provided wherever possible.

Urban Agriculture

Encourage the creation of community gardens and small scale urban agricultural systems, integrated with parks and open spaces. These may serve and be operated by residents, employees and businesses within a mixed-use neighborhood. Examples include restaurants with on-site gardens, or apartments and office buildings with common garden space. Attention should be paid to location and maintenance to ensure garden spaces remain well-kempt and attractive throughout the year.

D. Public Realm Enhancements

Lighting

Lighting needs will vary by street type and width but safety, visibility and security are important. Two-lane streets should provide lamp posts at a pedestrian scale (16 to 18 feet in height). Wider streets will require taller fixtures (up to 30 feet).

Street/Site Furnishings

Successful mixed-use streets require a vibrant, pedestrian-oriented public realm with an emphasis on amenities and aesthetics. Streets should have planters, benches, information kiosks, and public bicycle parking racks. These elements may occur within the public right-of-way, or on private development sites, if located at the front of the lot between the building and right-of-way, oriented toward the sidewalk, and available for public use.

E. Development Guidelines

Open Space

The amount and type of open space appropriate for mixed-use areas will vary by the location and scale of individual developments. Large consolidated developments should include prominent open spaces with public street frontage. For residential uses, open space should generally be provided with a target of 200 square feet per dwelling unit. Commercial uses over 25,000 square feet of gross floor area should provide small pocket parks or plazas.

Parking Ratios

Parking requirements will vary depending on the scale and mixture of uses within individual mixed-use areas. Shared parking arrangements should be encouraged to minimize the size of surface parking lots. On-street parking should be permitted to contribute to required parking maximums as a means to reduce surface parking and enliven mixed-use streets with foot traffic.

Site Design

Front setbacks should range from zero to 15 feet, with streetscape plazas and landscape treatments between the sidewalk and building face. Buildings should frame the street, with a high amount of building frontage. Parking should be located to the rear or side of buildings, but not between the building and street. Side-oriented parking should be screened with landscaping and/or a low street wall. Vehicular curb cuts should be used sparingly, and avoided on major thoroughfares. Access should instead be provided from the side or rear of the site. Mixed-use districts should be designed with compatible mixtures of buildings, but with architectural variety as well.

Building form

The scale, form and character of buildings will vary depending on the specific location and surrounding context of existing development and infrastructure. Mixed-use areas are appropriate locations for more urban-style buildings with flat roof designs, but pitched roofs may also be used. Buildings may range from one to four stories in height, depending on location. Ground floors of mixed-use buildings should have taller floor to ceiling heights (14 to 18 feet) to accommodate retail and dining uses, with high amounts of window transparency (60 to 70 % of the front facade). Building facades should be designed with a clear base, middle, and top. Buildings and tenant spaces should have prominent main entrances on the front facade, accessible from the public sidewalk.

Materials

Mixed-use buildings should have a durable and lasting character, indicative of their ability to be repurposed for various uses over time. This is best achieved through the use of brick and dimensional or cultured stone. Concrete masonry units may be used, but should have texture and color variation if used as a primary building material. Blank walls should be avoided, particularly for facades facing public streets.

Private Signs

Signs should be sized and designed to effectively communicate to both pedestrian and vehicular traffic without becoming a visual distraction. Wall-mounted and monument signs are appropriate; pole signs and roof-top billboards should be prohibited.

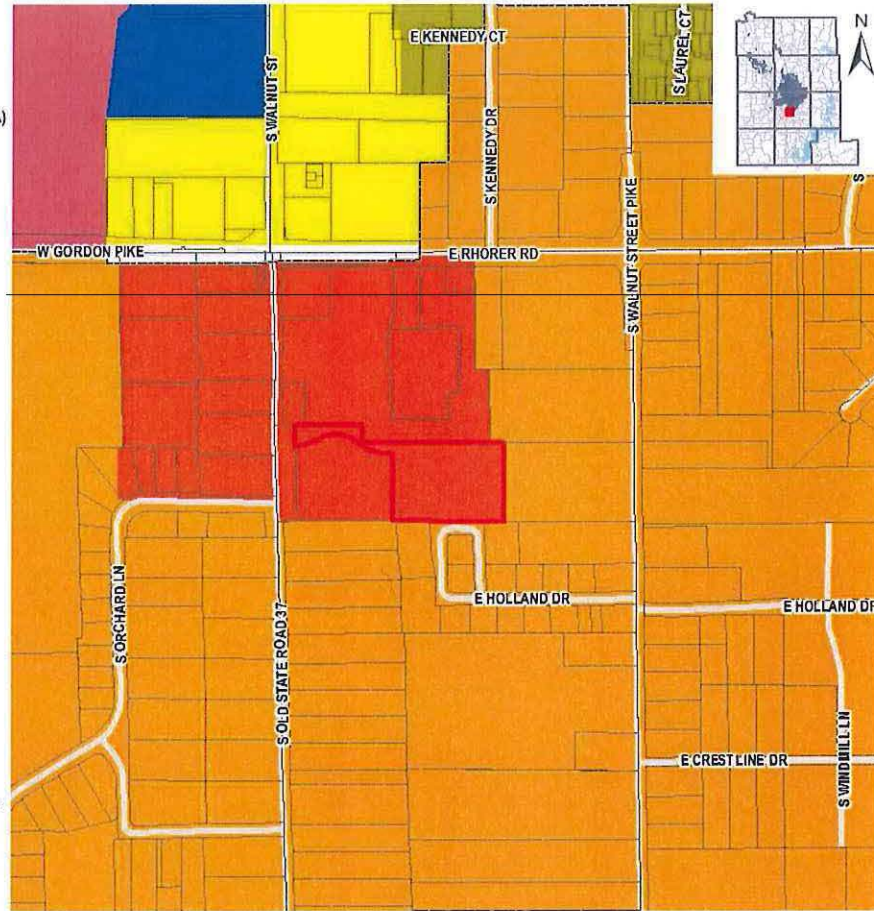
Comprehensive Plan

- Petitioner
- Townships
- Monroe Co. Urbanizing Area (MCUA)
- Parcels
- Roads
- Comp. Plan Land Use (Updated 2015)**
 - MCUA Mixed Residential
 - MCUA Mixed Use
- Bloomington Growth Policies Plan**
 - Community Activity Center
 - Employment Center
 - Public/ Semi-Public/ Institutional
 - Urban Residential

0 0.0425 0.085 0.17 Miles



Monroe County
Planning Department
Source: Monroe County GIS
Date: 12/3/2018



PUD REVIEW CONSIDERATIONS

Section 811-6 (A) of the Monroe County Zoning Ordinance states: "The Plan Commission shall consider as many of the following as may be relevant to the specific proposal:

- (a) The extent to which the Planned Unit Development meets the purposes of the Zoning Ordinance, the Comprehensive Plan, and any other adopted planning objectives of the County.

Findings:

- The Comprehensive Plan designates the petition site as Mixed Use in the Monroe County Urbanizing Area Plan;
 - The Mixed Use classification is described above;
 - Mixed Use land uses can vary in terms of form, scale, character;
 - The current approved uses in the Planned Unit Development (PUD) are "limited to those Medium or Low Intensity Use permitted in Limited Business Zoning with the exception of *Funeral Home* and the accessory *Crematorium*, which is only permitted in the General Business Zoning" – See Exhibit 3.
 - The petitioner requests to add the use "Park and Recreational Services" from Chapter 802 to the list of permitted uses;
 - In Chapter 802, the use "Park and Recreational Services" is categorized as Amusement and Recreational;
 - The original underlying zoning for the PUD was Limited Business (LB) and Single Dwelling Residential 3.5/Planned Residential Overlay 6 (RS3.5/PRO6);
- (b) The extent to which the proposal departs from zoning and subdivision regulations such as density, dimension, bulk, use, required improvements, and construction and design standards.

Findings:

- See Findings under Section A;
 - The petitioner is proposing no other amendments to the approved Planned Unit Development (PUD) Outline Plan;
 - The petition site will be required to meet design standards approved under the original Ordinance No. 2007-16;
- (c) The extent to which the PUD meets the purposes of this Zoning Ordinance, the Comprehensive Plan, and other planning objectives. Specific benefits shall be enumerated.

Findings:

- See Findings under Section A;
 - The current parcel is approved for an array of business uses;
- (d) The physical design and the extent to which it makes adequate provision for public services, provides adequate control over vehicular traffic, provides for and protects common open space, and furthers the amenities of light, air, recreation and visual enjoyment.

Findings:

- See findings under Section B;
- The petition site was approved under Ordinance 2007-16 as part of a Planned Unit Development (PUD);
- The petitioner is required to maintain improvements on the site under the approved ordinance;

- (e) The relationship and compatibility of the proposal to the adjacent properties and neighborhoods, and whether the proposal would substantially interfere with the use of or diminish the value of adjacent properties and neighborhoods.

Findings:

- See findings under Section A and B;
- Adjoining uses are business/commercial and residential;

- (f) The desirability of the proposal to the County's physical development, tax base, and economic well-being.

Findings:

- See Findings under Section D and E;
- The original underlying zoning for the PUD was Limited Business (LB) and Single Dwelling Residential 3.5/Planned Residential Overlay 6 (RS3.5/PRO6);

- (g) The proposal will not cause undue traffic congestion and can be adequately served by existing or programmed public facilities and services.

Findings:

- Access is derived from S Old State Road 37;
- S Old State Road 37 is designated as a Principal Arterial in the Thoroughfare Plan;
- The petition site is served by City of Bloomington sanitary sewer;

- (h) The proposal preserves significant ecological, natural, historical and architectural resources to the extent possible.

Findings:

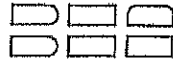
- There is no known karst on the property;
- The petition site is not within the floodplain;
- The entire site is 3.21 +/- acres;

- (i) The proposed development is an effective and unified treatment of the development possibilities on the site.

Findings:

- See findings under Section A and B;
- The current zoning is Planned Unit Development (PUD);
- The proposed use will not substantially alter the original intent behind the PUD;

EXHIBIT 1: Petitioner Outline Plan Statement/Supplemental Letters



BYNUM FANYO & ASSOCIATES, INC.

ARCHITECTURE
CIVIL ENGINEERING
PLANNING

November 7, 2018

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

RECEIVED

NOV 07 2018

SUBJECT: All-American PUD Outline Plan Amendment
All-American Admin. Subd. (east lot) @ 4155 S. Old St. Rd. 37

MONROE COUNTY PLANNING

Monroe County Plan Commission or To Whom It May Concern:

On behalf of AFH Properties, LLC, Bynum Fanyo & Associates, Inc. would like to request approval of an amendment to the 'All-American PUD Outline Plan.' This amendment would only affect the existing east lot of the 'All-American Admin. Subd.' This lot is addressed as 4155 South Old State Road 37 in Bloomington, Indiana located 650' south of the intersection of East Rhorer Road and S. Old State Road 37. This is also just to the south of the Kroger property. This lot contains 3.21 acres and is in the NW quarter of section 21, T8N, R1W, Perry township.

The amendment to the PUD Plan that is being sought is to incorporate the following use as a permitted use on the existing east lot of the 4155 South Old State Road 37 property of the existing 'All-American Admin. Subd.:'

1. Parks and Recreational Services (Rising Star Gymnastics gymnasium)

This lot will also incorporate a proposed daycare facility use but this type of use is already allowed per the PUD Outline Plan. So, no PUD amendment will be required for this use.

Also, on behalf of AFH Properties, LLC, Bynum Fanyo & Associates, Inc. would like to request the Plan Commission waive the need for a 2nd hearing and make a determination for a recommendation to the Monroe County Commissioners after the 1st hearing.

Let us know if you have any questions or concerns for these proposed uses on this parcel of land.

Sincerely,
Bynum Fanyo & Associates, Inc.

Daniel Butler, PE, Project Engineer

Copy: BFA File #401848

528 NORTH WALNUT STREET
812-332-8030

BLOOMINGTON, INDIANA 47404
FAX 812-339-2990



To whom It may concern:

Rising Star's preschool program will be offering hours of 8:30am-noon. An extended option will be offered through 3:30pm. This will run as a ten month program generally following the MCCSC calendar, with a two month summer option as well. Please let us know if we can offer more information as the plans for the building move forward!

Sincerely,

Michael and Erin Boher
owners, Rising Star Gymnastics

RECEIVED

NOV 01 2018

MONROE COUNTY PLANNING

RECEIVED

NOV 07 2018

MONROE COUNTY PLANNING



To whom it may concern:

Our estimate for morning weekday traffic would be approximately 30 vehicles coming in and out around 8:30am and those same clients returning for pick up around noon. Then between 4:00pm and 7:30pm, we estimate approximately 50 vehicles daily in and out as students are dropped off and picked up for classes. On Saturdays it might vary but we would expect 20-30 vehicles dropping off and picking up between 9am and noon.

Please let us know if we can offer more information as the plans for the building move forward!

Sincerely,

Michael and Erin Booher
owners, Rising Star Gymnastics

RECEIVED

NOV 07 2018

MONROE COUNTY PLANNING

RECEIVED

OCT 19 2018

MONROE COUNTY PLANNING

Jordan Yanke

From: Daniel Butler <dbutler@bynumfanyo.com>
Sent: Wednesday, November 07, 2018 3:09 PM
To: Jordan Yanke
Cc: Jeff Fanyo
Subject: RE: MEETING RECAP - Planned Unit Development (PUD) Outline Plan Amendment (Parcel No. 53-08-21-200-142.000-008)

Jordan,

Per your inquiry below, we did not find any active HOAs within a minimum of 500' radius around the subject property to warrant a neighborhood meeting. We will bring in the check for \$19.75.

-Daniel

EXHIBIT 3: Ordinance No. 2007-16

PLAN COMMISSION ORDINANCE # 2007-16

All American Clear Creek, LLC

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

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

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

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

SECTION I

The Monroe County Zoning Ordinance is amended to reclassify:

A part of the Northeast quarter of the Northwest quarter of Section 21, Township 8 North, Range 1 West

Plats 3 and 238, totaling 6.14+ acres.

Request is for an Outline Plan and rezone to Planned Unit Development and Development Plan approval for Lot 1.

SECTION II

The following conditions of approval shall apply to this petition:

1. Uses are limited to those Medium or Low Intensity Use permitted in Limited Business Zoning with the exception of "Funeral Home" and the accessory "Crematorium", which is only permitted in General Business Zoning
2. Landscaping must be installed as illustrated on the Development Plan
3. A complete photometric plan must be reviewed and approved by staff prior to the issuance of any ILP and that any lighting structures must use lighting shields/back plates to direct all lighting away from adjacent residential uses
4. Commercial driveway applications shall be submitted for review and approval
5. A traffic study shall be submitted for review and its recommendations for remediation implemented to offset the increased traffic generated from this location. This is needed in order to assure an adequate length of the declaration lane as well as the need to construct a passing blister are addressed in order to adequately maintain the level of service in this area.
6. Construction plans for drainage and roadway improvements have been submitted for review and approval. Modifications may be required if changes are needed per the traffic study.
7. (Regarding Development Plan for Lot 1) The inlets need to be configured and sized such that the 100 year runoff is conveyed to the detention pond, and a 12 inch depth of topsoil/compost mix is needed in the bottom of the detention pond. A seed mix containing native plants adapted to wet conditions shall be used for cover in the pond.

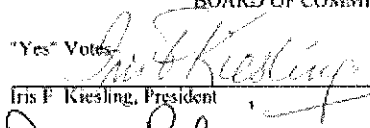
SECTION III

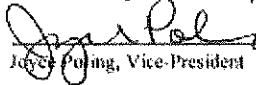
This ordinance shall be in full force and effect from and after its passage and adoption by the Board of Commissioners of Monroe County, Indiana.

Passed and adopted by the Board of Commissioners of Monroe County, Indiana, this 27th day of April, 2007.

BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA

"Yes" Votes


Iris F. Kiesling, President


Joyce Poling, Vice-President

Patrick Stoffers, Member

"No" Votes

Iris F. Kiesling, President

Joyce Poling, Vice-President

Patrick Stoffers, Member

Attest:


Sandra Newmann, Monroe County Auditor

EXHIBIT 4: PUD Permitted Uses

PERMITTED USES WITHIN THE PUD:

- Boarding House
- Accessory Use
- Community Center
- Daycare Facility
- Group Home
- Medical Clinic
- Retirement Center
- Telephone and Telegraph Services
- Utility Service Facility
- Appliance Repair
- Barber Service
- Beauty Service
- Bed and Breakfast
- Boat Storage
- Caterer
- Coin Operated Cleaning/Laundry
- Convenience Storage
- Copy Service
- Dry Cleaning and Laundry Pickup
- Electrical Repair
- Employment Agency
- Equipment Rental
- Estate Services
- Financial Service
- Insurance Agency
- Interior Decorating
- Legal Service
- Locksmith
- Massage Studio
- Office
- Photographic Services
- Physical Therapy Facility
- Real Estate Agency
- Real Estate Sales Office or Model
- Rehabilitation Therapy Facility
- Shoe Repair
- Small Engine and Motor Repair
- Tailoring
- Temporary Seasonal Activity
- Travel Agency
- Apparel Shop
- Bakery (Retail)
- Bookstore
- Camera and Photographic Supply
- Confectionery
- Drugstore
- Florist (Retail)
- Fruit Market
- Gift Shop
- Handicrafts
- Hardware
- Liquor Store
- Meat Market
- Restaurant
- Sporting Goods
- Construction Trailer
- Adult Oriented Businesses
- Funeral Home and Accessory Crematorium
- *Park and Recreational Services
(Proposed With PUD Amendment)*

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: Feb, 13 2019

Item for Formal Meeting? ☒

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐

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

Title of item to appear on the agenda:

Include VENDOR's Name in title if appropriate

Public Hearing for the Reauthorization of the Major Bridge Fund and Ordinance 2019-5 Reauthorization the Major Bridge Fund

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: Major Bridge Fund

Fund Number 1171

Amount: N/A

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

Executive Summary:

As a function of State Law, the Major Bridge Fund rate changes. This Ordinance reestablishes the rate to the maximum level allowed by State Law. State Law requires a public hearing to occur before action may be taken on the Ordinance. This request is for both the Public Hearing and the Ordinance approval.

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: 1/24/19

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

ORDINANCE NO. 2019-05

REAUTHORIZATION OF THE MAJOR BRIDGE FUND

WHEREAS, the Monroe County Major Bridge Fund ("Fund") was first established pursuant to IC 8-16-3.1 and Ordinance 2017-21; and

WHEREAS, various adjustments to the tax rate for the Fund by the State of Indiana have occurred which have decreased the rate which is permitted by law; and,

WHEREAS, the continuance and enhancement of the Fund is necessary to finance a variety of capital acquisitions and improvements in Monroe County;

BE IT THEREFORE ORDAINED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA, that the need exists for the continuance and reauthorization of its Major Bridge Fund for the following purposes:

All uses as set out in IC 8-16-3.1 and Chapter 270-69 of the Monroe County Code.

BE IT FURTHER ORDAINED, that the Board of Commissioners of Monroe County will adhere to the provisions of 8-16-3.1. A tax will be levied on all taxable real and personal property within the taxing district, and will not exceed three hundred thirty-three ten thousandths (0.0333) on each one hundred dollars (\$100.00) of assessed valuation payable in 2019, continuing until reduced or rescinded.

BE IT FURTHER ORDAINED that proofs of publication of the published hearing held on the 13th of February, 2019, and a certified copy of this ordinance shall be submitted to the Department of Local Government Finance of the State of Indiana as provided by law.

Duly adopted by the following vote of the members of the Monroe County Commissioners, this 13th day of February, 2019.

BOARD OF COMMISSIONERS OF MONROE COUNTY

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Amanda Barge, Vice President

Amanda Barge, Vice President

Lee Jones, Commissioner

Lee Jones, Commissioner

ATTEST: February 13, 2019

Catherine Smith, Auditor

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: **Feb, 13 2019**

Item for Formal Meeting? ☒

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐

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

Title of item to appear on the agenda:

Include VENDOR's Name in title if appropriate

Public Hearing for the Reauthorization of the Cum
Cap Development Fund and Ordinance 2019-6
Reauthorization the Cum Cap Development Fund

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: **CUM CAP**

Fund Number: **1138**

Amount: **N/A**

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

Executive Summary:

As a function of State Law, the Cum Cap rate changes. This Ordinance reestablishes the rate to the maximum level allowed by State Law. State Law requires a public hearing to occur before action may be taken on the Ordinance. This request is for both the Public Hearing and the Ordinance approval.

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: **1/24/19**

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

ORDINANCE NO. 2019-06

REAUTHORIZATRIION OF THE CUMMULATIVE CAPTIAL DEVELOPMENT FUND

WHEREAS, the Monroe County Cumulative Capital Development Fund ("Fund") was first established pursuant to IC 36-9-14.5 and Ordinance 84-13; and

WHEREAS, over the years, various adjustments to the tax rate for the Fund by the State of Indiana have occurred which have decreased the rate which is permitted by law; and,

WHEREAS, the continuance and enhancement of the Fund is necessary to finance a variety of capital acquisitions and improvements in Monroe County;

BE IT THEREFORE ORDAINED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA, that the need exists for the continuance and reauthorization of its cumulative capital development fund for the following purposes:

All uses as set out in IC 36-9-14.5-2 and Chapter 270-45 of the Monroe County Code. No funds may be made expended unless funding and appropriations for the year are available to for the commitments made Pursuant to 2014-22 and 2015-50.

BE IT FURTHER ORDAINED, that the Board of Commissioners of Monroe County will adhere to the provisions of IC 36-9-14.5. A tax will be levied on all taxable real and personal property within the taxing district, and will not exceed three hundred thirty-three ten thousandths (0.0333) on each one hundred dollars (\$100.00) of assessed valuation payable in 2018, continuing until reduced or rescinded.

BE IT FURTHER ORDAINED that proofs of publication of the published hearing held on the 13th day of February, 2019, and a certified copy of this ordinance shall be submitted to the Department of Local Government Finance of the State of Indiana as provided by law.

Duly adopted by the following vote of the members of the Monroe County Commissioners, this 13th day of February, 2019.

BOARD OF COMMISSIONERS OF MONROE COUNTY

"AYES"

Julie Thomas, President

Amanda Barge, Vice President

Lee Jones, Commissioner

ATTEST: February 13, 2019

Catherine Smith, Auditor

"NAYS"

Julie Thomas, President

Amanda Barge, Vice President

Lee Jones, Commissioner

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: Feb, 13 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

Ratification of an agreement with Vet Environmental for testing services.

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: CUM CAP

Fund Number 1138

Amount: Not to exceed \$1000

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 for contract is for testing services.

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: 1/24/19

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

CONSULTING AGREEMENT AND AUTHORIZATION TO PROCEED

This Agreement between VET Environmental Engineering, LLC (VET; "CONSULTANT"), an Indiana corporation, with offices at 2335 West Fountain Drive Bloomington, Indiana 47404 and Mr. David Gardner, Monroe County Justice Building, ("CLIENT"), with offices at 301 North College Avenue, Bloomington, Indiana 47404.

1. VET agrees to perform the services described in its PROPOSAL dated: February 6, 2019 including attachments and amendments ("SERVICES").
2. CLIENT authorizes VET to perform these SERVICES for the following project and location: Mold Inspection and Surface/Bulk Sampling, Monroe County Justice Building, 301 North College Avenue, Bloomington, IN 47404.
3. VET is willing to perform the SERVICES in exchange for the following fee (check and complete):

☐ CLIENT will pay on a time and material basis for the comprehensive services aspect of the project or as otherwise requested by CLIENT. VET will invoice according to the Fee Schedule* attached to the PROPOSAL.

☐ CLIENT will pay a lump sum of \$00.00 for the _____. VET will invoice upon completion of the _____.

☒ CLIENT will pay on a time and material basis not to exceed the sum of \$1,000.00. VET will invoice according to the attached Fee Schedule* up to the stated limit. Upon reaching the limit, VET will stop performing unless CLIENT authorizes further work in writing.

* VET reserves the right to adjust its Fee Schedule annually.

4. **Billing:** VET will submit invoices to CLIENT monthly. CLIENT recognizes that timely payment is a material part of this Agreement. Each invoice is due and payable within thirty (30) calendar days of the date of the invoice. CLIENT will pay an additional charge of one and one-half percent (1 1/2%) per month not to exceed the maximum rate allowed by law for any payment received by VET more than thirty (30) calendar days from the date of the invoice. CLIENT will pay when due that portion of invoice, if any, not in dispute. If CLIENT fails to pay any undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, VET may suspend its performance or terminate this Agreement without incurring any liability to CLIENT and without waiving any other claim against CLIENT. CLIENT agrees to pay all costs of collection, including reasonable attorney fees, incurred by VET to enforce any rights created in this Consulting Agreement.

5. Special Provisions: ☒ NONE ☐ ATTACHMENT

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

CLIENT confirms reading this document in full (including the terms 7 through 17 on the following page). This Agreement when executed by VET is an offer to perform the services, open for acceptance within 30 days. This Agreement becomes effective on the date CLIENT signs below.

CLIENT

By: _____

Name: Julie Thomas

Title: Board of Commissioners Pres

Date: Feb 6, 2019

- VET Environmental Engineering, LLC.

By: _____

Name: Sara Rae Hamidovic, MS, PE, CHMM

Title: President

Date: 2/6/19

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

8. Indemnity / limitation of Liability: Subject to any limitations stated in this Agreement, VET will indemnify and hold harmless CLIENT, its officers, directors, employees, and subcontractors, from and against all claims and actions, including reasonable attorneys fees, arising out of damages or injuries to persons or tangible property to the extent they are caused by a professionally negligent act, error, or omission of VET or any of its agents, subcontractors, or employees in the performance of Services under this Agreement. VET will not be responsible for any loss, damage, or liability arising from any contributing negligent acts by CLIENT, its subcontractors, agents, staff, or consultants. Neither party will be responsible to the other for consequential damages including, but not limited to, loss of profit, loss of investment or business interruption. The CLIENT also agrees to seek recourse only against VET and not against its officers, employees, directors, or shareholders. The CLIENT agrees to limit VET's liability due to breach of contract, warranty or negligent acts, errors or omissions of VET to \$60,000.00 under this Agreement.

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

10. Sample Ownership: All samples and cuttings of materials containing hazardous contaminants are the property and responsibility of CLIENT. Removal of cuttings from the project site will remain the obligation of CLIENT. Notwithstanding the foregoing, in this case pursuant to direction from CLIENT, VET will retain all contaminated samples and laboratory byproducts for proper disposal or treatment.

11. Buried Utilities: In those situations where VET performs subsurface exploration, CLIENT, to the extent of its knowledge, will furnish to VET information identifying the type and location of utilities and other man-made objects beneath the surface of the project site. VET will take reasonable precautions to avoid damaging these utilities or objects.

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

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

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

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

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

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



VET ENVIRONMENTAL ENGINEERING, LLC

2335 West Fountain Drive, Bloomington, IN 47404

Phone: (812) 822-0400 Fax: (812) 650-3892

Email: info@vet-env.com

VET Standard Rates 2019

Principal Engineer	\$129/hour
Registered Professional Engineer	\$114/hour
Licensed Professional Geologist	\$93/hour
Project Manager	\$87/hour
Senior Environmental Scientist	\$87/hour
Graduate Engineer	\$87/hour
Graduate Geologist	\$83/hour
Staff Project	\$80/hour
Environmental Scientist	\$72/hour
Ecologist	\$72/hour
Senior Environmental Technician	\$72/hour
Environmental Technician	\$62/hour
GIS Analyst	\$62/hour
Clerical	\$52/hour
Mileage	\$0.70/mile
Drums	\$55.00/drum
Outside Services and Expenses	Cost plus 15%

UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT
(Pursuant to and In Compliance with Indiana Code Section 35-44-1-3)

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant has a conflict of interest subject to disclosure. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-3-4-1) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

-
1. Name and Address of Public Servant Submitting Statement: _____
 2. Title or Position with Governmental Entity: _____
 3.
 - a. Governmental Entity: _____
 - b. County: _____
 4. This statement is submitted (check one):
 - a. _____ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or,
 - b. _____ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
 5. Name(s) of Contractor(s) of Vendor(s): _____.
 6. Description of Contract(s) or Purchase(s) (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship):

_____.

7. Description of My Financial Interest (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

(Attach extra pages if additional space is needed.)

Approval of Appointing Office or Body (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university): I (We) being the _____ of _____ and having the power to appoint the above named public servant to the public position to which he or she holds, hereby approve the participation of the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code Section 35-44-1-3; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

Elected Official

Office

8. Effective Dates (Conflict of Interest statements must be submitted to the governmental entity prior to final action on the contract of purchase.):

Date Submitted

Date of Action on Contract or Purchase

9. Affirmation of Public Servant: This disclosure was submitted to the governmental entity prior to final action on the contract or purchase. I affirm under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed:

(Signature of Public Servant)

Date:

Within 15 days following execution, copies of this statement must be filed with the State Board of Accounts, Room 912 State Office Building, Indianapolis, Indiana 46204, and the Clerk of the Circuit Court of the county in which the governmental entity executed the contract or purchase. A copy of this disclosure will be forwarded to the Indiana State Ethics Commission.

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: Feb, 13 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

Ratification of an agreement with First Appraisal Group for appraisal of the former High Speed Tire Location. **+**

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: F&B TAX

Fund Number 4932

Amount: \$3,000

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

Executive Summary:

This for appraisal of the former High Speed Tire building. The intent of the appraisal is to determine the feasibility of purchase. The County would need another appraisal before an actual purchase can be made. It is the intent to pay for this with F&B money, the ultimate use of this property is intended to be part of the Convention Center complex. The F&B Advisory Commission has reviewed this, however, the County Council has not approved an appropriation. In the event an appropriation is not approved, then the CUM CAP fund would be utilized.

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: 1/24/19

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



Real Estate Appraisal Proposal

Date of Agreement:

January 18, 2019

Parties to Agreement

Client:

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

Appraisal Firm:

First Appraisal Group, Inc.
1569 Piazza Drive
Bloomington, IN 47401
(812) 337-0772
info@firstappraisalgroup.com

Property Identification

Fred J. & Shirlee E. Walls
319 S. Madison Street
53-08-05-100-140.000-009
305 S. Madison Street
53-08-05-100-139.000-009
325 W. 3rd Street
53-05-33-300-016.000-005

Property Type

Appraisal and report for the current "High Speed" Tire property

Interests Valued

Fee Simple

Intended Users

Monroe County

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

Intended Use

To establish market value for potential purchase

Type of Value

Market Value or as provided by the client

Date of Value

Effective date or date of property viewing

Hypothetical Conditions, Extraordinary Assumptions

None noted

Applicable Requirements

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

Anticipated Scope of Work

Site Visit

On-site visit

Valuation Approaches

Land Valuation and building valuation depending on highest and best use; appraiser to use appropriate approach to value.

Appraisal Report

Appraisal report

Contact for Property Access, If Applicable

Contact to be provided by client

Delivery Dates

Within 4 weeks of property viewing and receipt of signed Proposal

Delivery Method

Electronic (PDF) only

Number of Copies

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

Payment to Appraiser

Due upon completion of report and to be billed to Client at time of delivery.

Proposed Improvements

None

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

Deed and/or legal descriptions, surveys, easements or other real estate documents pertaining to the real estate

Confidentiality

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

Changes to Agreement

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

Cancellation

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

No Third Party Beneficiaries

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

Use of Employees or Independent Contractors

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

Appraiser Independence

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

Testimony at Court or Other Proceedings

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

Fee \$3,000

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

Other Services to Be Provided By the Appraiser

Additional work based on hourly rate of **\$375.00** per hour plus all appropriate expenses based on actual expenditures with supporting documentation

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

Expiration of Agreement

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

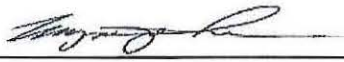
Governing Law and Jurisdiction

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

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

First Appraisal Group, Incorporated

Client





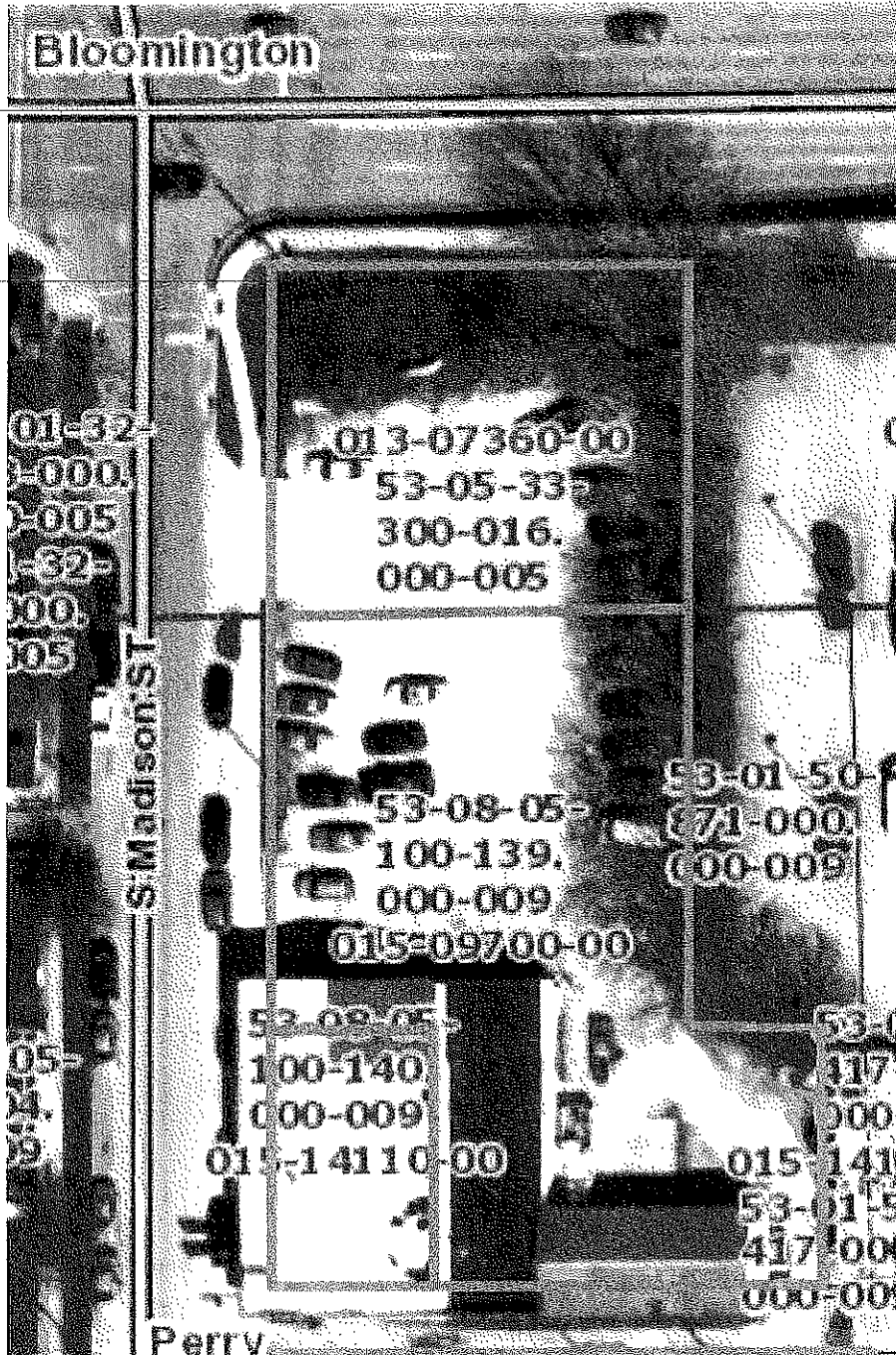
By: Wayne Johnson, MAI, RM, MRICS
Vice President, First Appraisal Group, Inc.

By: _____
Client: Monroe County
Commissioners

Date: January 18, 2019

Date: Feb 6, 2019

Parcels



WAYNE JOHNSON II, MAI, RM, MRICS
 wjohnson@firstappraisalgroup.com

EDUCATION

Indiana University (May 1975)
 Bachelor of Science, School of Business

APPRAISER LICENSE AND DESIGNATIONS

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

PROFESSIONAL EXPERIENCE

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

APPRAISAL EDUCATION

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

BUSINESS AND PROFESSIONAL AFFILIATIONS

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

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: February 13, 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

Cintas

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: Service Contracts

Fund Number 1000-36012-0161

Amount: \$100/monthly

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:

Cintas will provide 3x10 mats for the entry way of the Courthouse
(\$11.00 per mat)

2 times a month

Person Presenting: Angie Purdie

Department: Commissioner's Office

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

Attorney who reviewed: Jeff Cockerill

Submitted by: Angie Purdie

Date: February 5, 2019

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

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

Page 60 of 72

Form Approved 1/1/19



Contract No. _____ Customer No. _____ Location No. _____

STANDARD RENTAL SERVICE AGREEMENT

Customer Monroe County Courthouse

Date 2/5/19
Phone 812-349-2895

Address 100 W. Kirkwood Avenue Rm. 323 City Bloomington State IN Zip 47404

UNIFORM RENTAL PRICING:

Business Index _____

Dynamics ID _____

Item #	Description	Unit Price
	N/A	N/A

- This agreement is effective as of the date of execution for a term of 36 months from date of installation.
- The additional charges listed below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an invoice.
- Name Emblem \$ N/A ea • Company Emblem \$ N/A ea
- Custom Emblem \$ N/A ea • Embroidery \$ N/A ea
- COD Terms \$ _____ per week charge for prior service (if Amount Due is Carried to Following Week)
- Credit Terms -- Charge Payments due 10 Days After End of Month
- Automatic Lost Replacement Charge: Item N/A % of Inventory N/A \$ N/A Ea.
- Automatic Lost Replacement Charge: Item N/A % of Inventory N/A \$ N/A Ea.
- Preparation charge \$ N/A per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ N/A per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
Shop towel container \$ N/A per week.
- Artwork Charge for LogoMat \$ N/A
- Uniform Storage Lockers: \$ N/A ea/week, Laundry Lock-up: \$ N/A ea/week Shipping: \$ N/A
- Service Charge \$ 6.95 per delivery.
This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ N/A per garment will be assessed for employees size changed within 4 weeks of installation.
- Uniform Advantage \$ N/A per garment. Premium Advantage \$ N/A per garment.
Uniform and Premium Advantage covers damaged garments needing to be replaced outside of normal wear. Uniform Advantage and Premium Advantage do not cover lost or unreturned garments. The Customer or Company may cancel Uniform Advantage and Premium Advantage at any time.
 - Emblem Advantage \$ N/A per garment. Emblem Advantage covers name and company emblems initially selected by Customer. The Customer or Company may cancel Emblem Advantage at any time after six months from date of installation.
 - Prep Advantage \$ N/A per garment. Prep Advantage covers all costs associated with garment preparation. The Customer or Company may cancel Prep Advantage at any time after six months from date of installation.
- Other #7 of Standard Uniform Rental Service Agreement is void. No automatic Renewal

FACILITY SERVICES PRODUCTS PRICING:

Item #	Description	Rental Freq.	Unit Price
<u>10201</u>	<u>3X10 Xtraction mat</u>	<u>EOW</u>	<u>11.00</u>

- / ☐ Initial and check box if Unilease. All garments will be cleaned by Customer.
- / ☐ Date Initial and check box if receiving Linen Service. Company may make periodic physical inventories of items in possession or under control of Customer.
- / ☐ Date Initial and check box if receiving direct embroidery. If service is discontinued for any employee, or Customer deletes any of the garments with direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Customer certifies ☐ it is ☐ is not a federal, state, or local government branch or agency.

This agreement is subject to the terms and conditions on the back of this agreement. By signing below, Customer agrees to and accepts the terms and conditions on the back of this agreement.

Cintas Loc. No. 529 CUSTOMER:
By Miranda Rush Please Sign Name
Title Sales Please Print Name
Please Print Title

Accepted-GM: _____ E-mail _____

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: February 13, 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

Cintas

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: Service Contracts

Fund Number: 1000-36012-0161

Amount: \$100/monthly

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:

Cintas will provide 4x6 mats for the entry way of the Showers Building.
(\$10.00 per mat)

2 times a month

Person Presenting: Angie Purdie

Department: Commissioner's Office

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

Submitted by: Angie Purdie

Date: February 5, 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



READY FOR THE WORKDAY™

Contract No. _____ Customer No. _____ Location No. _____

STANDARD RENTAL SERVICE AGREEMENT

Customer Monroe County Showers Building
Address 501 N. Morton

Date 2/5/19
Phone 812-349-2895
City Bloomington State IN Zip 47404

UNIFORM RENTAL PRICING:

Business Index _____

Dynamics ID _____

Item #	Description	Unit Price
	N/A	N/A

- This agreement is effective as of the date of execution for a term of 30 months from date of installation.
 - The additional charges listed below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an invoice.
 - Name Emblem \$ N/A ea • Company Emblem \$ N/A ea
 - Custom Emblem \$ N/A ea • Embroidery \$ N/A ea
 - COD Terms \$ _____ per week charge for prior service (if Amount Due is Carried to Following Week)
 - Credit Terms - Charge Payments due 10 Days After End of Month
 - Automatic Lost Replacement Charge: Item _____ % of Inventory N/A \$ N/A Ea.
 - Automatic Lost Replacement Charge: Item _____ % of Inventory N/A \$ N/A Ea.
 - Preparation charge \$ N/A per garment.
 - Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ N/A per garment.
 - Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
 - Shop towel container \$ N/A per week.
 - Artwork Charge for LogoMat \$ N/A
 - Uniform Storage Lockers: \$ N/A ea/week, Laundry Lock-up: \$ N/A ea/week Shipping: \$ N/A
 - Service Charge \$ 6.95 per delivery.
- This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ N/A per garment will be assessed for employees size changed within 4 weeks of installation.
 - Uniform Advantage \$ N/A per garment. Premium Advantage \$ N/A per garment.
- Uniform and Premium Advantage covers damaged garments needing to be replaced outside of normal wear. Uniform Advantage and Premium Advantage do not cover lost or unreturned garments. The Customer or Company may cancel Uniform Advantage and Premium Advantage at any time.
- Emblem Advantage \$ N/A per garment. Emblem Advantage covers name and company emblems initially selected by Customer. The Customer or Company may cancel Emblem Advantage at any time after six months from date of installation.
 - Prep Advantage \$ N/A per garment. Prep Advantage covers all costs associated with garment preparation. The Customer or Company may cancel Prep Advantage at any time after six months from date of installation.
- Other #7 of Standard Uniform Rental Service Agreement is void. No automatic Renewal

FACILITY SERVICES PRODUCTS PRICING:

Item #	Description	Rental Freq.	Unit Price
<u>10191</u>	<u>4x6 Xtraction mat</u>	<u>EOW</u>	<u>10.00</u>

- / ☐ Initial and check box if Unilease. All garments will be cleaned by Customer.
- / ☐ Date _____ Initial and check box if receiving Linen Service. Company may make periodic physical inventories of items in possession or under control of Customer.
- / ☐ Date _____ Initial and check box if receiving direct embroidery. If service is discontinued for any employee, or Customer deletes any of the garments with direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Customer certifies ☐ it is ☐ is not a federal, state, or local government branch or agency.
This agreement is subject to the terms and conditions on the back of this agreement. By signing below, Customer agrees to and accepts the terms and conditions on the back of this agreement.

Cintas Loc. No. 529 CUSTOMER:
By Miranda Rish Please Sign Name _____
Title Sales Please Print Name _____
Please Print Title _____

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: ¹³ February 6, 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

Terrazzo Vitrification Maintenance System

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: Special Projects

Fund Number 1138-42380-0000

Amount: \$55,000.00

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

Executive Summary:

Santarossa Marble & Granite, LLC will furnish and install the vitrification maintenance system on the terrazzo floor, stair treads and landings of the Monroe County Justice Building.

Person Presenting: Angie Purdie

Department: Commissioners

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

Submitted by: Angie Purdie

Date: February 4, 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

Santarossa Marble & Granite LLC

TILE - TERRAZZO - MARBLE - PRECAST TERRAZZO - CARPET - VINYL TILE

2515 ROOSEVELT AVENUE

INDIANAPOLIS, IN 46218

Phone 317 632 9494 fax 317 631 5567

PROPOSAL

PROPOSAL DATE	CUSTOMER NO.	PROPOSAL NUMBER
9/24/2018		
P.O. NUMBER	JOB #	SALESPERSON

es

TO: Mr. David Gardener
Monroe County Judicial Center

JOB SITE Monroe County Judicial Center Bloomington Indiana
Terrazzo Vitrification Maintenance System

ITEM	DESCRIPTION	AMOUNT
------	-------------	--------

Dear Mr. Gardener

We propose to furnish and install the vitrification maintenance system on the terrazzo floor, stair treads, and landings. This operation treatment would be applied per the enclosed copy of the specifications. This work would be performed during regular working hours. We have included the removal of the existing floor sealer and the base stripped and recoated with an acrylic sealer. We require from the Owner:

1) The furniture (benches, desks, scanners, and other furniture) will have to be moved and replaced by the Owner forces.

2) We will perform a mock-up and please schedule a mock-up for this project with our office.

3) no tax is included

4) Work hours are based on 7:00 A.M. to 3:30 P.M.

5) This work will require 12 weeks for two men duration.

6) We also include the polysiloxane sealer in the high traffic, salt coated entry vestibules for protection.

The cost of this work is \$55,000.00

\$55,000.00

We have included the patching of the damaged terrazzo base corners in three locations in this quote.

We have also noted three or four areas of terrazzo where the public footfall traffic has left the terrazzo in need for repair. We also include this work in our pricing.

Note: The heavy coat of sealer on the stair treads especially of the non-slip on the stair tread nosing is so thick that the non-slip in the treads has been compromised and is unaffactive in stopping slippage. We will attempt to remove the heavy coat of sealer on these non-slips. You will have to inspect these non-slip nosings after our crews strip the coating. If these nosings are deemed to be acceptable to you then we will complete the process of stripping and recoating the stair area. If the nosing non-slip on the stair is too slippery and not acceptable, then we will quote you a price to have the non-slips repaired. These non-slips nosings may need to be replaced to meet the ADA recommendations. This may also be an item where the insurance company may provide a cost break to have this work completed.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Any alteration or deviation from the above specifications involving extra costs, will be executed upon written orders, and will become an additional charge over and above the estimate.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified and I have read the terms and conditions on the attached sheet, and I understand that those terms and conditions are part of this agreement. Payment will be made as outlined above.

Santarossa Mosaic & Tile Co., Inc. Signature Eric Santarossa

Project Manager

Date Feb 1, 2019 Signature (Title)

Sign both copies and return original to us

STANDARD TERMS AND CONDITIONS

- 1) THIS PROPOSAL MUST BE SIGNED AND RETURNED TO OUR INDIANAPOLIS OFFICE WITHIN 60 DAYS FROM THE DATE ON THE FRONT SIDE OF THIS PROPOSAL OR IT WILL BE VOID.
- 2) REMOVAL OF RUBBISH CAUSED BY US ON THE ABOVE JOB WILL BE DONE BY US. NO CHARGE WILL BE PAID FOR REMOVAL OF OUR RUBBISH BY YOUR FORCES, UNLESS AUTHORIZED BY US IN WRITING.
- 3) SHOULD A SURETY BOND BE REQUIRED BY YOU OR A SURETY BOND BE REQUIRED BY US, THE ONE REQUESTING THE BOND FROM THE OTHER WILL PAY THE PREMIUM.
- 4) ALL NECESSARY ELECTRIC POWER CONNECTION OR FEED WIRES READY FOR SWITCH OR METER ATTACHMENTS AND ALL NECESSARY ATTACHMENTS NEEDED FOR INSTALLATION OF FINISHES SHALL BE MADE AVAILABLE TO US IN THE BUILDING, AND WITHIN 100 FEET OF THE WORK AREA.
- 5) IT IS UNDERSTOOD THAT FIRE INSURANCE ON MATERIAL, WHETHER DELIVERED OR IN PLACE, WILL BE CARRIED BY THE OTHER PARTY TO THIS CONTRACT, WITHOUT EXPENSE TO US. FIRE LOSS TO BE SO ADJUSTED.
- 6) THE USE OF HOISTING FACILITIES, GANGWAYS, WATER, HEAT, LIGHT, STORAGE SPACE AND SUITABLE ELECTRIC CURRENT AND CONNECTIONS FOR ANY EQUIPMENT IS TO BE PROVIDED BY YOU AT NO COST TO US WITHOUT PRIOR APPROVAL.
- 7) NO SPECIFIC OR PRORATED CHARGES FOR THE USE OF TELEPHONE, GENERAL OFFICE EXPENSE, STENOGRAPHIC, WATCHMAN, TEMPORARY STRUCTURES, PATCHING PLASTER, OR GENERAL CLEANING SHALL BE MADE AGAINST US.
- 8) SHOULD ANY DAMAGE BE DONE BY OTHER THAN OUR OWN FORCE TO OUR WORK DURING CONSTRUCTION AND WE ARE REQUIRED TO PATCH OR REPAIR OR REFINISH THIS WORK, SAME IS TO BE PAID TO US AS AN EXTRA TO OUR CONTRACT.
- 9) NO OVERTIME WORK IS INCLUDED IN THIS PROPOSAL AND SHOULD WE BE REQUIRED TO WORK OVERTIME, SAME WILL BE PAID US AS AN EXTRA.
- 10) THE CONCRETE TO RECEIVE THE FINISHES WORK AND ALSO THE METAL LATHS FOR WALL WORK SHALL BE FURNISHED AND INSTALLED BY YOU AT NO COST TO US. IN NO CASE DOES THIS PROPOSAL INCLUDE ANY CARPENTRY WORK. IF APPLICABLE, AND UNLESS OTHERWISE COVERED BY THE SPECIFICATION ON THE FRONT OF THIS PROPOSAL, CONCRETE IS TO BE BROUGHT TO STANDARD INDUSTRY TOLERANCES OF THE FINISHED LEVEL.
- 11) WE WILL NO BE RESPONSIBLE FOR DELAYS IN TRANSPORTATION OR THAT CAUSE BY LOCKOUT, STRIKES, WEATHER CONDITIONS OR OTHER CAUSES BEYOND OUR CONTROL.
- 12) UPON COMPLETION OF OUR WORK WE ARE TO THOROUGHLY CLEAN SAME WHICH WILL COMPLETE OUR CONTRACT, AND ANY FURTHER CLEANING MADE NECESSARY BY VARIOUS OTHER TRADES OR BY ANY OTHERS, MAY BE DONE BY US ONLY ON WRITTEN ORDER FROM YOU AND MUST BE PAID AS AN EXTRA TO THIS CONTRACT.
- 13) TERMS OF PAYMENT. TERMS OF PAYMENT IF NOT COVERED BY SPECIFICATION ON THE FRONT OF THIS PROPOSAL SHALL BE AS FOLLOWS: ORDERS AMOUNT TO \$2,000.00 OR LESS PAYABLE 50% PRIOR TO ORDERING OF MATERIAL, BALANCE ON COMPLETION OF CONTRACT. NO RETAINAGE UNLESS STANDARD AIA 200 OR 201 GC BY CONTRACT BID DOCUMENT.
- 14) LATE PAYMENTS WILL BE SUBJECT TO LATE CHARGES OF 1 1/2% INTEREST PER MONTH AND OUR REASONABLE ATTORNEY FEES OR COLLECTION AGENCY FEES SHOULD THE MATTER BE PLACED FOR COLLECTION. WE MAY ALSO PLACE A MECHANIC'S LIEN ON THE PROPERTY IF PAYMENT IS NOT MADE WITHIN TERMS.
- 15) THIS PROPOSAL SHALL BE GOVERNED BY THE LAWS OF THE STATE OF INDIANA, EXCLUDING ITS LAW REGARDING CONFLICTS OF LAW. ANY ACTION BROUGHT TO ENFORCE THIS AGREEMENT MAY BE BROUGHT IN INDIANAPOLIS, INDIANA, AND YOU HEREBY CONSENT TO THE JURISDICTION OF INDIANA STATE AND FEDERAL COURT.
- 16) IN NO EVENT SHALL OUR TOTAL LIABILITY FOR ANY DAMAGES CLAIMED IN ANY ACTION BASED ON CONTRACT OR TORT ARISING OUT OF OR IN CONNECTION WITH THIS PROPOSAL EXCEED THE AMOUNT STATED ON THE FRONT OF THIS PROPOSAL. IN NO EVENT SHALL WE BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY CLAIMS OF ANY THIRD PARTIES.
- 17) UPON ACCEPTANCE BY YOU, THIS PROPOSAL SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN US AND SUPERSEDE ALL PRIOR AGREEMENTS AND COMMUNICATIONS, WRITTEN OR ORAL, BETWEEN US REGARDING THE SUBJECT MATTER OF THIS PROPOSAL.

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: ¹³February 6, 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

Planned Equipment Maintenance Agreement
Cummins, Inc.

All Grants must complete the following

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

Or other identifying number

Pass Through Entity

Amount Received

Federal:

State:

Local Match:

Total Received:

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

Fund Name:

Fund Number

Amount:

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

Executive Summary:

Cummins, Inc. will provide "Planned Maintenance" to the engine and power generation systems located at the Monroe County Justice Building.

Person Presenting:

Department:

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

Submitted by:

Date:

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

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



10/30/2018

Monroe Co. Courthouse Sq.
100 W Kirkwood Ave
Rm 323
Bloomington, IN 47404
RE: Planned Maintenance Proposal

Dear David Gardner,

Cummins Sales and Service is a premier engine and power generation systems provider committed to delivering fast and proven solutions to our customers. We are pleased to offer you a Planned Maintenance Proposal for your review and approval. Due to the critical nature of your standby power system, this Agreement was developed based on your specific needs and equipment to ensure maximum performance and reliability.

Benefits of Planned Maintenance

- Improves system reliability.
- Maintenance performed by certified technicians specifically trained in power generation.
- PM customers receive preferred service for unscheduled emergency repairs.
- Creation of a service record for customer equipment.
- Additional maintenance recommendations documented at that time.
- Scheduling managed by Cummins Sales and Service to ensure timely maintenance intervals.
- Eliminates administrative burden, covers equipment from multiple vendors.

Please sign, date and return the enclosed Agreement to our office along with any purchase documentation necessary so we can tend to your servicing needs. Planned Maintenance Agreements are "auto-renewed" annually prior to the end of your agreement. Should you have any questions or require additional information on this or any other subject relating to your equipment, please feel free to contact me. We look forward to the opportunity to earn your trust and business.

Sincerely,

Ryan Richardson

Ryan Richardson
Territory Manager - Planned Equipment Maintenance
Office: (317) 484-2181 x52181
Cell: (317) 995-2311
Email: richardson.ryan@cummins.com



Sales and Service

Cummins Inc.
3621 West Morris Street
Indianapolis, IN 46241
Phone: (317) 244-7251
Fax: (317) 240-1215

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
Monroe Co. Courthouse Sq.	Name: David Gardner	Quote Date: 10/30/2018
100 W Kirkwood Ave	Phone: (812) 322-2754	Quote Expires: 12/29/2018
Rm 323	Cell:	Quote ID: QT-5300
Bloomington, IN 47404	Fax: (812) 336-4992	Quoted By: Ryan Richardson
Customer #: 167418	E-mail: DGARDNER@CO.MONROE.IN.US	Quote Term: 3 Year
Payment Type: Pay As You Go		

Site Name: MONROE COUNTY COMMISSIONERS

(COURT HOUSE SQUARE BASEMENT JUSTICE BLDG. BLOOMINGTON IN 47401)

Unit Name:	F130514702	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Cummins						
Model:	DQCC	1	May	Inspection	1	\$565.00	\$565.00
S/N:	F130514702	1	November	Full Service	1	\$1,762.81	\$1,762.81
Size:	800kW	Year 1 Total: \$2,327.81					
ATS Qty:	1	2	May	Inspection	1	\$565.00	\$565.00
Notes:		2	November	Full Service	1	\$1,762.81	\$1,762.81
		Year 2 Total: \$2,327.81					
		3	May	Inspection	1	\$565.00	\$565.00
		3	November	Full Service	1	\$1,762.81	\$1,762.81
		Year 3 Total: \$2,327.81					

Total Agreement Amount:* **\$6,983.43**

**Quote does not include applicable taxes*

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. and supersedes any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins Inc. shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in supplemental documentation. Cummins Inc. shall provide the Services in a safe and workmanlike manner. Cummins Inc. has licenses, permits, authorizations, or registrations necessary to perform the Services. Unless otherwise indicated in the Quote, Cummins Inc. will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins Inc.' operations.

Customer shall provide Cummins Inc. safe access to Customer's site and arrange for all related services and utilities necessary for Cummins Inc. to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located for any and all safety issues that an electrical service interruption might cause, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services.

2. PAYMENT TERMS. If Customer has approved credit, as determined by Cummins Inc., payment terms are net thirty (30) days from the date of invoice unless otherwise specified in the Quote. If payment is not received when due, in addition to any rights Cummins Inc. has under the law and charges that Cummins Inc. may levy against Customer under statute (including attorney fees and costs of collection), Cummins Inc. may charge Customer eighteen percent (18%) annually, or the maximum amount allowed by law, on late payments. If Customer does not have approved credit payment shall be due immediately at the time of invoice.

3. DELAYS. Cummins Inc. shall not be liable for any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins Inc.' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, labor disputes, and/or union mandated procedures resulting in a loss of time and productivity in services being performed.

4. WARRANTY. Limited warranties apply for select parts and components as defined by the respective component manufacturer's limited warranties. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship, Cummins Inc.' obligation shall be limited to correcting the defective workmanship. Cummins Inc. shall correct the nonconforming Services where (i) such nonconformity becomes apparent to Customer during the warranty period; (ii) Cummins Inc. receives written notice of any nonconformity within thirty (30) days following discovery by Customer; and (iii) Cummins Inc. has determined that the Services are nonconforming. Services corrected or re-performed shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during correction or re-performance of Services are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 4 shall not be deemed to have failed of their essential purpose so long as Cummins Inc. is willing to correct defective Services or refund the purchase price therefor.

5. LIMITATIONS ON WARRANTIES AND REMEDIES.

Cummins Inc. expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness of a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by Cummins Inc. Some states do not allow limitation on warranties, so these limitations may not apply to you.

THE MAXIMUM LIABILITY, IF ANY, OF EITHER PARTY FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, AGREEMENT DAMAGES AND DAMAGES FOR PROPERTY, WHETHER ARISING FROM CUMMINS INC.' INDEMNITY HEREUNDER, BREACH OF AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE OF THE SERVICES PAID BY CUSTOMER UNDER THIS AGREEMENT WHICH SHALL BE THE SOLE REMEDY UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, PROPERTY DAMAGE, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, DAMAGE TO GOODWILL) HOWSOEVER CAUSED ARISING FROM THIS AGREEMENT OR THE BREACH OF THIS AGREEMENT, WHETHER IN INDEMNITY, TORT, CONTRACT, OR OTHERWISE. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS INC. FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

6. INDEMNITY. Each party shall indemnify and hold harmless the other party, its affiliates, subsidiaries, officers, directors, agents and employees from and against any and all third party losses, costs, liabilities, damages and expense, including reasonable attorney and expert fees (collectively, "Losses"), subject to the limitations on claims and damages in Section 5, attributable to bodily injury or property damage to the extent it is conclusively determined that such Losses were directly caused by the gross negligence or willful misconduct of such party. The party seeking indemnification shall give written notice to the other party promptly upon learning of the events giving rise to such claim; provided, however, that failure to provide such notice promptly shall only relieve an indemnifying party of its obligations hereunder to the extent it is prejudiced by such delay. The indemnifying party shall select counsel to control and manage the defense of a claim and the settlement thereof and shall keep the indemnified party apprised of all material developments with respect to such claim. The indemnified party may, at its expense, select additional co-counsel. The indemnifying party shall have no obligation to indemnify or hold harmless the indemnified party for any Losses conclusively determined to be caused by the negligence or willful misconduct of the indemnified party.

7. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees, and agents.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State in which services are to be rendered or performed without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State in which services are to be rendered or performed and shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

9. INSURANCE. Upon Customer's request, Cummins Inc. will provide to Customer a Certificate of Insurance evidencing Cummins Inc.' relevant insurance coverage.

10. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins Inc.

11. IP. Any intellectual property rights created by Cummins Inc. in the course of the performance of any Agreement or otherwise shall remain Cummins Inc.' property. Nothing in these conditions shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins Inc.

12. MISCELLANEOUS. Cummins Inc. shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

13. Termination. Either party has the right, to terminate this Agreement within thirty (30) days prior notice, unless the work has already been performed and completed.



Power Generation System Planned Equipment Maintenance

INSPECTION

(MONTHLY, QUARTERLY, OR ONE-TIME PER YEAR)

Battery & Battery Charger System

- Check battery charger functions
- Cable connections, termination cleanliness and security
- Check electrolyte level, vent caps of all cells in the starting batteries
- Battery Conductance Test

Fuel System

- Inspect main tank/day tank fuel level
- Inspect day tank controls and pumps. Test operate day tank controls (where available)
- Inspect all fuel hoses, clamps, pipes, components, and fittings
- Inspect governor linkage
- Visually inspect rupture/containment basin
- Water in Fuel Test - Sub-base, day tanks
- Optional - fuel sample for laboratory analysis*

Engine Cooling System

- Inspect all hoses and clamps for leaks, coolant level and condition
- Inspect radiator cap and filler neck condition
- Inspect drive belts, observe alignment and deflection
- Observe coolant heater operations
- Utilize DCA test strip to record coolant properties
- Inspect radiator surfaces, shrouds, and barriers for obstruction
- Visually inspect low temperature after cooler coolant
- Optional -coolant sampling*

Engine & Lubrication System

- Inspect lubrication system (visually check oil level)
- Inspect crankcase ventilation system
- Inspect spark ignited ignition system

Intake/Exhaust System

- Inspect air cleaner element and entire intake system
- Inspect exhaust system and rain cap
- Inspect louver operations

Generator Controls & Power Connections

- Visually inspect all engine mounted wiring, senders, and devices
- Visually inspect all control mounted components and wiring
- Lamp test all lights and indicators
- Visually inspect breaker and power connections
- Manually operate generator main breaker(s) open and closed*

*NOTE: Will not exercise breakers or contactors on a paralleling device.

Generator Operations

- Start and observe generator and equipment operations
- Verify engine and generator safeties for proper operation
- System test with or without load

Automatic Transfer Switch

(Paralleling Switchgear, Bypass Switchgear, Manual Transfer Switches)

- Visually inspect all power and control wiring
- Visually inspect switch mechanism and enclosure
- Visually inspect controls and time delays settings
- Verify function of exercise clock
- Replace control battery-annually (if applicable)

FULL SERVICE (INCLUDES INSPECTION)

Operational & Functional Review of Generator Critical Components

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect/lubricate drive bearings, gear or belt drives, lovejoy and other shaft connecting hardware

Lubrication Oil and Filtration Service

- Change engine lubrication oil
- Change primary lubrication and bypass filters
- Change fuel filters
- Post lube service operation of genset (unloaded) at rated temperature
- Optional - oil sample for laboratory analysis*

***Additional Charge**

Additional Services and Repairs

Any additional repairs, parts or services which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins Crosspoint, LLC. Any additional repairs, maintenance or service performed by Cummins Crosspoint, LLC for a Planned Equipment Maintenance Agreement holder will be at current Cummins Crosspoint, LLC labor rates.



**Sales and
Service**

Cummins Inc.
3621 West Morris Street
Indianapolis, IN 46241
Phone: (317) 244-7251

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
Monroe Co. Courthouse Sq. 100 W Kirkwood Ave Rm 323 Bloomington, IN 47404 Customer #: 167418 Payment Type: Pay As You Go	Name: David Gardner Phone: (812) 322-2754 Cell: Fax: (812) 336-4992 E-mail: DGARDNER@CO.MONROE.IN.US	Quote Date: 10/30/2018 Quote Expires: 12/29/2018 Quote ID: QT-5300 Quoted By: Ryan Richardson Quote Term: 3 Year

Total Agreement Amount:*

\$6,983.43

**Quote does not include applicable taxes*

Comment:

SERVICE SCHEDULE:

Year 1: Full Service in November 2018 & Inspection in May 2019

Year 2: Full Service in November 2019 & Inspection in May 2020

Year 3: Full Service in November 2020 & Inspection in May 2020

Total Agreement Amount Does Not Include Applicable Taxes. Please call (317) 244-7254 or Email pmadmin@cummins.com for invoice total prior to sending payment.

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. Details of this provision are listed in the "Planned Equipment Maintenance Agreement Terms and Conditions". If you do not wish to participate in the auto renew option, please check the box below to opt out.

☐ Opt out of Automatic Renewal.

Please return signed agreement to:

Cummins Inc.
Attn: PEM Administration Group
2601 Fortune Circle E Drive, 300C
Indianapolis, IN 46241
Phone: (317) 244-7254
Fax: (317) 486-5282
Email: pmadmin@cummins.com

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the foregoing products/services upon the terms and conditions set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached hereto, which are hereby incorporated herein by reference.

Customer Approval (Quote ID QT-5300)

Cummins Inc. Approval

Signature: _____ Signature: _____

Date: Feb 1, 2019 Date: _____