



**MONROE COUNTY BOARD OF COMMISSIONERS' AGENDA
JUNE 17, 2020
10:00 am
Meeting connection VIA ZOOM**

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- I. CALL TO ORDER BY COMMISSIONER THOMAS**
- II. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER GITHENS**
- III. DEPARTMENT UPDATES**
- IV. PUBLIC COMMENT - FOR ITEMS NOT ON THE AGENDA, LIMITED TO 3 MINUTES**

V.	APPROVAL OF MINUTES	
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VI.	APPROVAL OF CLAIMS DOCKET	
	• ACCOUNTS PAYABLE – JUNE 17, 2020	
	• PAYROLL – JUNE 19, 2020	
VII.	REPORTS:	
	• TREASURER – MARCH AND APRIL 2020	26
	• CLERK OF CIRCUIT COURT – MARCH AND APRIL 2020	30
VIII.	NEW BUSINESS:	
A.	MOVE TO APPROVE: ORDINANCE 2020-28; HANSON REZONE	34
	FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A	
	Executive Summary: The request is to rezone one (1) 2.96 acres +/- parcel in Section 11 of Clear Creek Township at 7995 S Fairfax RD (parcel # 53-11-11-300-011.000-006) from Pre Existing Business (PB) to Agriculture/Rural Reserve (AG/RR).	
	Rebecca Payne, Planning	
B.	MOVE TO APPROVE: MIDWEST MAINTENANCE AGREEMENT FOR EXTERIOR REPAIR OF THE JUSTICE BUILDING.	51
	FUND NAME: 2019 GO BOND FUND NUMBER: 4812 AMOUNT: \$215,000	
	Executive Summary: Bids were received and opened on May 27, 2020. Three contractors submitted proposals; however, Midwest Maintenance was the lowest and most responsive bidder. This awards the contract to Midwest Maintenance.	
	Jeff Cockerill	
C.	MOVE TO APPROVE: RESOLUTION 2020-29: INTERLOCAL AGREEMENT WITH THE TOWNSHIP TRUSTEE ASSOCIATION.	72
	FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A	
	Executive Summary: The County Commissioners and the Monroe County Trustees Association desire to enter into an Interlocal Agreement to provide \$100,000 of Rainy Day Funds from Monroe County to the Association. The Funds may be distributed to residents negatively impacted by COVID-19.	
	Jeff Cockerill, Attorney	

D. MOVE TO APPROVE: RESOLUTION 2020-30; APPROVING FOOD AND BEVERAGE EMERGENCY GRANTS. 78

FUND NAME: FOOD AND BEVERAGE TAX FUND NUMBER: 4932
AMOUNT: \$5,000

Executive Summary: This item will cover grants necessitated by the COVID-19 emergency. These grants are being reviewed in accordance with the Food and Beverage Grant policy.

Jeff Cockerill, Attorney

E. MOVE TO APPROVE: HARRELL-FISH, INC. AGREEMENT FOR HIGHWAY GARAGE. 81

FUND NAME: MOTOR VEHICLE HIGHWAY
FUND NUMBER: 1176 AMOUNT: \$22,350

Executive Summary: This agreement will provide installation of a new air conditioning system and the removal/disposal of the current 25 year old system at the county highway garage.

Angie Purdie, Commissioners' Administrator

IX. APPOINTMENTS

X. ANNOUNCEMENTS

XI. ADJOURNMENT

**The Board of Commissioners minutes will be in summary format during the Local Declaration of Emergency and the Governor's Executive Orders. Verbatim minutes will return when we are able to return to our normal practices.*



**MINUTES
MONROE COUNTY BOARD OF COMMISSIONERS'
MARCH 4, 2020
NAT U HILL III MEETING ROOM
COURTHOUSE
BLOOMINGTON, IN**

The Monroe County Commissioners met in a regular meeting on March 4, 2020 at 10:00 a.m. with the following members present: Julie Thomas, President; Lee Jones, Vice President; and Penny Githens, Commissioner. Also present: Jordan Miller, Payroll Administrator; Jeff Cockerill, Attorney; Angie Purdie, Commissioners' Administrator; Lisa Ridge, Highway Director; and Anita Freeman, Deputy Auditor.

I. CALL TO ORDER

Meeting called to order by Thomas

II. COMMISSIONERS' PUBLIC STATEMENT

Statement read by Jones

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

Penny Caudill Monroe County Health Department. I really just wanted to come today to address concerns about COVID-19, or the new Coronavirus 19. I know that there are lots of concerns as this is growing and we're seeing it more globally. As of this morning globally there were over 94,000 cases with over 3,000 deaths. But over 50,000 people have recovered and that is also a good thing to keep in mind. We are certainly see cases now in the US we've had 128 confirmed cases that does include the 48 from the cruise ship that were moved here and we've had nine deaths. What we want to do is to prevent deaths that is our ultimate goal. By using prevention practices we can reduce the spread and then reduce those deaths. We want to slow that as much as possible and keep that contained as much as possible. So far Indiana has not had any cases of COVID-19. Any confirmed cases I should say, somebody could have it we may not know it, but there are no confirmed cases.

I want to address more of what we're doing and what's going on in the community and what individuals can do at this time and then what we'll do as this progresses. We do have a "Pandemic Flu Plan" and we worked it back in 2009 with H1N1. Certainly every outbreak has

differences. Part of what we do with this is look at our plans, look at what needs to be changed in order to adapt for current situations. We have been working with our community partners, Indiana University, IU Health, EMA, Monroe Hospital and others. But we have been working on this since the beginning of the year. We are looking at our plans, we're looking at the situation, we're talking daily about what's unfolding, what do we need, what plans and of course plans always look at worst case scenario and that's part of our discussions. The things we don't ever want to have happen but we are talking about them so we are looking at masks, looking at what does our health care providers need, those kinds of things. Testing is now out to many of the state health departments and so Indiana can do testing which just speeds up that process. If there is a positive at the State Health Department then it will have to go to the Center for Disease Control (CDC) for confirmatory testing. That will enable us to just move forward faster in order to do that here.

The risk to the general population who have not traveled or have not had direct contact at this time is still considered low and certainly in Indiana. What we're doing now is really focusing plans on reaching out to schools, businesses, long term care facilities, other care facilities so that they're looking at their plans and seeing how we might be able to help them so that we are ensuring that everyone is doing that so that we are prepared. We're also trying to keep up with social media posts and our website. The most up to date information is the CDC website and the State Department of Health website and we have links to those.

We will be doing releases and things like that as things unfold and we feel like there's new information to share. Right now social media is where we're trying to get the most educational information out there. We will always follow HIPAA guidelines and regulations and protect people's privacy and at the same time we will share pertinent information to keep our community safe so as things unfold we will let the community know what further actions they may need to take as their risks may increase. We do follow guidance changes daily almost and so I know that people are feeling like when we say practice the three C's and cover your coughs and wash your hands and stay home when you're sick that seems very trivial but it is vital in this. There is not a vaccine, we're not going to have a vaccine soon so prevention is the best way for us to reduce the spread of this infection in our community.

Right now, when we say stay home if you're sick, we're talking about primarily if you have a fever, think about when you were in school or your children were in school, be fever free for 24 hrs without medication. If you woke up in the middle of the night with a fever and you took some Tylenol and you got up and didn't have a fever, that's probably the Tylenol working, so wait until you are fever free 24hrs. Other than that you have to really assess what your symptoms are, if I'm blowing my nose constantly then I probably don't want to come to work and share that with my colleagues and I'm probably not going to be extremely productive at work either. But if that's not the case then you maybe and you're fever free you may be fine to go back to work. That's something everybody will have to assess on their own.

When you talk about the 2 weeks, we are talking about if somebody is diagnosed with COVID-19 or there is a known close contact that is because of incubation period and so worth. That two weeks is a long time and we know that may be a big ask for people, but that's also why we're asking people to think about that now, what would that mean for you, what would the impact be, what could you can do now to get ready. It's also why we're reaching out to businesses to say please make plans look at your absentee policies. Can you not require a

doctor's note? Can you do these other practices whatever your normal practice is can you look at it and make some changes during this event. So those are some kinds of things that we want people to do and to look at, we want businesses to look think about it, we want individuals to think about it. But do know we have a plan and are working the plan we will keep people informed. It is a time to be educated not fearful but educated and to do what we can do to protect ourselves and our families.

(Thomas) Thank you so much. That's really helpful for the community. And you have the hand washing video online?

(Caudill) We do have the hand washing video online.

(Thomas) It may seem simple but it's worth a review.

(Caudill) Yeah. I know every time I say it I just feel like I'm sure people feel like oh, there she is again but it really is very important. Right now it's the first line of defense. But there's lots of information on CDC website for businesses, for people and even if you have questions. If you have traveled to somewhere that's on an alert for example and you have symptoms please don't just show up at your provider. Call them first so they can do an assessment and give you directions on that so you're not putting other people at risk. Again, we went through that with H1N1 telling people the same thing. But we can guide you and do an assessment if you need testing or not.

(Jones) Thank you for such thorough information about it. It's a relief that it's at least not yet in Indiana.

(Caudill) Yes. And you know we've expected US spread at some point, it's here, we are very concerned long term care facilities because people with underlying health conditions and older people are the most affected and at risk. So that is a concern.

(Githens) I was on the CDC website yesterday looking at things. One thing that's not clear to me, what's the definition of older?

(Caudill) Well that's a very good question. I'm afraid I probably fit that group but underlying health conditions I think is probably the first qualifier and our ages. Until we're through this there are a lot of things we just won't know or have answers to.

(Thomas) And I think that's the problem is when people don't know they go to the wrong place because if there's any information they'll take it even though it's not accurate information.

IV. APPROVAL OF MINUTES

- **FEBRUARY 19, 2020**

Jones made motion to approve. Githens seconded.

Motion carried by voice vote. Jones abstained.

V. APPROVAL OF CLAIMS DOCKET

- **ACCOUNTS PAYABLE – MARCH 4, 2020**
- **PAYROLL – FEBRUARY 28, 2020**

Jones made motion to approve. Githens seconded.

(Miller) Total for Accounts Payable - \$4,300,889.86

- \$641,443 – Sheriff Pension; County Contribution
- \$380,989.60 – Southeastern Equipment Co Inc. – Hydraulic Excavator
- \$263,496.02 – Food & Beverage Tax Distribution

Total for Payroll - \$1,540,744.69

- 70.5% - Direct Costs
- 29.5% - Indirect Costs

(Thomas) And I'll just note for the public's edification that it doesn't mean people weren't paid because we weren't here last week. Payroll did go through this is sort of a ratification of that item.

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

VI. REPORTS

- **CLERK OF CIRCUIT COURT – JANUARY 2020**
- **TREASURER'S – JANUARY 2020**
- **WEIGHTS AND MEASURES – DECEMBER 16, 2019 TO FEBRUARY 15, 2020**
- **TRAFFIC/ROAD UPDATE – NONE**

VII. NEW BUSINESS

A. MOVE TO APPROVE: RATIFICATION OF MALCON-MALINOWSKI CONSULTING, INC AGREEMENT.

FUND NAME: CLERK IV-D INCENTIVE FUND NUMBER: 8899 AMOUNT: \$950/MONTH

Jones made motion to approve. Githens seconded.

(Tressia Martin) Good morning. I'm here again to get this contract signed. The \$950 is paid for out of this fund so the county actually doesn't pay for any of this service. They wanted some legal verbiage put by the county and I did have that put in also. Do you have a copy of this?

(Thomas) We have what was in the packet. Is there something new?

(Martin) No, there is nothing new.

(Thomas) Ok. We do have it.

(Martin) That's where we stand.

(Githens) I wanted to know how much money the county is able to recoup through this.
(Martin) \$150,000 so far since Malinowski started this with us.

(Thomas) Which would've been what year?

(Martin) Not positive but I'm going to say 2009.

(Githens) And what kind of things do we recoup the cost from?

(Martin) It's obligatory parents, this is child support that is owed and for our efforts the state has said we can collect 66%. DCS still gets their part and we get the left over amount. So it's money that was left out there on the table and they do this program and it helps offset our costs.

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

B. MOVE TO APPROVE: RATIFICATION OF NATIONAL CINEMEDIA AGREEMENT

FUND NAME: HEALTH FUND NUMBER: 1159 AMOUNT: \$4052

Jones made motion to approve. Githens seconded.

(Caudill) I was here a few weeks ago during work session and we talked about this. You allowed me to sign the agreement so that we could move forward with the process. As I mentioned then the health budget has some advertising in there to do some public health advertisements in the movie theaters this year. We did some at the end of last year and seemed to get good response. We wanted to try that for the year and I'm just asking you to ratify it.

(Jones) Is this something that you'll use to inform the public about the COVID-19?

(Caudill) This particular one isn't but one of the nice things about working with them is that if we need to get something more out, that they would work with us to get some of those messages out quickly.

(Jones) Thank you.

(Githens) So you can do your hand washing one?

(Caudill) Yes, it is currently going.

(Githens) In the packet it refers to an ad at AMC, I know these are kind of revolving different ads that go out.

(Caudill) Yes. This is for one.

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

C. MOVE TO APPROVE: CINTAS AGREEMENT FOR YSB

FUND NAME: LIT SPECIAL PURPOSE

FUND NUMBER: 1114

ESTIMATED AMOUNT: \$325/WEEKLY

Jones made motion to approve. Githens seconded.

(Purdie) This is going to allow the youth shelter to use Cintas for providing their cleaning supplies. Actually since they have looked into this we are also looking into using Cintas for our cleaning supplies in our various buildings. As it's noted it's an estimate as services are dependent but it should not exceed.

(Githens) So this is a not to exceed amount.

(Purdie) Yes.

(Thomas) So a literal housekeeping item.

(Purdie) Truly.

(Jones) Should we amend for not to exceed?

(Thomas) No because I think that is an estimate.

(Purdie) It is an estimate.

(Thomas) and it says it on the cover.

(Purdie) I think the easiest way to look at it would be to look at it, multiply it by 52 because some weeks may go over some weeks under.

(Thomas) So it might be hard to do that.

(Githens) Is it typical for these contracts to go for 5 years?

(Purdie) Well depending on who you talk to. I like one that goes longer because we don't have to bring it back all the time. We use Cintas in other parts of the county and we're not having any problems. If it was something new for us then we wouldn't want to go with a longer term contract but at this point there's really no indication that we would have a problem with this.

(Thomas) Yeah, well that makes sense it's a known vendor.

(Purdie) Yes.

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

D. MOVE TO APPROVE: B-TECH AGREEMENT FOR SURVEILLANCE CAMERA IN COUNTY PARKING GARAGE.

FUND NAME: CUMULATIVE CAPITAL DEVELOPMENT FUND NUMBER: 1138
AMOUNT: \$6,193.35

E. MOVE TO APPROVE B-TECH AGREEMENT FOR INTERCOM SECURITY SYSTEM IN THE COUNTY PARKING GARAGE.

FUND NAME: CUMULATIVE CAPITAL DEVELOPMENT FUND NUMBER: 1138
AMOUNT: \$3,300

F. MOVE TO APPROVE B-TECH AGREEMENT FOR ACCESS CONTROL SYSTEM IN THE COUNTY PARKING GARAGE.

FUND NAME: CUMULATIVE CAPITAL DEVELOPMENT FUND NUMBER: 1138
AMOUNT: \$3,071.46

Jones made motion to approve these three items together. Githens seconded all three.

(Eric Evans) Good morning. These three projects go together. Briefly when we built the county parking garage behind the Justice Building in the basement of it we put a secure facility that could be developed further for other use. We now have a client that is interested in moving into that space so essentially these three projects are finishing that space out for the purpose that the tenant has. There's a security camera system, there's a swipe door lock system and then there's a video intercom system. The video intercom system is little similar to some of the other things that we've done with this vendor. But essentially at their front door there will be a camera, the person can buzz in, someone on the inside of the facility can look at their computer monitor and see who that is at the door and elect whether to let them in or not. The same system will also have swipe card access by the tenants so they don't have to buzz in on the video intercom.

The vendor is locally owned B-Tech, a vendor that we've done a number of projects with recently so they are a familiar player in the security game.

(Jones) Do you have any notion of how long it will take to complete this?

(Evans) I think if you guys sign these agreements the wiring and the cameras will go pretty quickly, I would say within two weeks or so. The access control on the doors will probably delay things by two extra weeks simply because the one door on the outside is really a heavy door because it was originally designed to potentially be some extra inmate space for the jail. So it's got like a jailer's door on it. I'm gonna say maybe a month to six weeks.

(Jones) But the use is not by the jail.

(Evans) No it is not.

(Githens) These cameras are motion activated right?

(Evans) They are. The way the cameras work typically is during the day as they see motion they start recording. Then there is a certain amount of time that if they don't see motion they'll stop, saving whatever is on the vision of the camera until it detects motion again. Typically for the cameras that are deployed in work spaces during the work day they're continually recording because there's never a 15 minute span where they don't have motion. Does that answer your question on that?

(Githens) No.

(Evans) By having them be motion controlled so that they're only recording when there's something to record, it saves greatly on the storage space of the video footage.

(Githens) So it looked to me like there was a dedicated server that's going to be used for this and so how long do you envision video's being saved?

(Evans) Ok. So on that, the length of time that videos are retained is largely determined by the amount of storage space you have on the server itself. Also that space modular so if you need to have longer recording time you can add more hard drive space. Typically for the amount of footage that we'll be getting there I'm going to expect that we get about 2 months of retention. Obviously if there is an incident that people are aware of then you can flag that in the system so that it never goes away.

After call for public comment, three motions were carried by voice vote.

G. MOVE TO APPROVE: SMITH'S CONCESSION AGREEMENT WITH PARKS & REC

FUND NAME: N/A

FUND NUMBER: N/A

AMOUNT: N/A

Jones made motion to approve. Githens seconded.

Good morning. **Beth Cossairt** with Parks and Rec standing in for Kelli Witmer who was called away un-expectantly. So I hope you don't have too many detailed questions cause all I have is this scribbled note that was shoved in my hand on the way over here.

Smith's Concessions is the concession we've had out at Karst Park for the past several years. The Park Board in February voted to approve another two year contract.

(Githens) I was actually at that board meeting, they grilled people.

(Thomas) No pun intended.

(Jones) Is the concession stand there all the time or only when there's an event?

(Cossairt) I don't think she's there 100% of the time, there mainly on weekends and evenings I believe.

(Jones) Thank you.

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

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Board of Commissioners'

March 4, 2020

Meeting Minutes

H. MOVE TO APPROVE: RESOLUTION 2020-06; REGARDING PARKS AND RECREATION SURPLUS PROPERTY.

FUND NAME: N/A

FUND NUMBER: N/A

AMOUNT: N/A

Jones made motion to approve. Githens seconded.

(Cossairt) I know nothing about this other than this scribbled note says it's under \$500 in value.

(Thomas) Very good. Mr. Cockerill could jump in though.

(Cockerill) I talked briefly about this with Kelli yesterday. They have some equipment that is no longer able to be used for their parks and rec purposes. They've taken it to their board for a review to see if they have any other needs for it and they don't. This is just to allow them to get rid of things that are taking up space that could be better used for other purposes.

(Purdie) Do these have any value at all or could they just dispose of them? Because it doesn't sound like if all of that is less than \$500 I suspect that it's not something we would really need to put through our process.

(Cockerill) I think our process would indicate that if that were the case we would have Jerry sign off sort of an internal control, say I've reviewed this at that these are not worth the cost it would take to present them and have them for sale.

(Purdie) We need to make sure that's actually happening.

(Cockerill) We have the form that we go through and so this part of that process.

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

I. MOVE TO APPROVE: ORDINANCE 2020-12; AMENDING MONROE COUNTY CODE SECTION 270-68.

Jones made motion to approve. Githens seconded.

Thank you very much. **Dave Schilling** from the legal department presenting this ordinance today. This is a revision of our existing seized asset fund ordinance. When the law enforcement makes an arrest they seize real property, personal property or money. The real and personal property typically sold by the sheriff and the cash from that and any monies seized would go into the Seized Asset Fund. In the past that was under the control of the prosecutor. Last year they changed the law a little bit and now the attorney fees from any collections are paid first, the prosecutor gets 1/3rd of the remaining funds and then typically the sheriff would get 85% of what remains after that and then 15% would go to the State Treasurer for the school fund. This ordinance just brings our existing seized asset fund ordinance in to line with state law. There may be the situation where county law enforcement is not involved in a seizure and the court can order those monies, the 85% that remains sent to for example IU Police or the City of Bloomington.

(Githens) I didn't see in the ordinance where it specifies that 15% goes to the state.

(Schilling) That's all done from the court order that's not something we would deal with. The court would say the 85% goes to county and then that's what we deal with on the prosecutors but the court order would say to the clerk send 15% to the school fund.

(Jones) As usual you've answered all my questions.

(Githens) Can we specify how these funds can be used and also how much would there really be to divide I mean are all the funds gonna really go toward these outside council? Is there any money I guess?

(Schilling) I believe there is in some cases, in some cases probably not, in some cases there's substantial amount of money because they're sitting on a few checks right now that they want to deposit. But as far as the Commissioners the Council deals with the appropriation to these funds and also if there's a federal seizure and the court orders some of the money returned to the county because of county participation then the Board of Commissioners has the authority to say what that's used for as well. The Commissioners has to approve any expenditure of those funds.

(Purdie) I like to just add that I think that we had spoken prior we need to on our end, it has nothing to do with this ordinance, but we need to see if the seized funds that are currently that are currently helping are in fact being used for outside council. I know the court keeps coming back to council requesting additional funds for the proper council line in their budget. I don't know if that's happening if this is being used to help supplement that fund or not.

(Schilling) Yeah, I think that the attorney's fees are talking about in this case are for if the attorney is involved in selling property or assisting the sheriff in selling property then they get reimbursed for that. Likewise if the sheriff just goes through the regular process of selling property any expenses the sheriff incurs is also part of that. So the sheriff gets money from the 85% from any federal cases and then recovers their expenses for any property sales as well.

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

J. MOVE TO APPROVE: WSP USA, INC AMENDMENT #1 FOR RIGHT OF WAY ACQUISITION.

FUND NAME: WESTSIDE ECONOMIC DEVELOPMENT FUND NUMBER: 4920

AMOUNT: \$69,115

Jones made motion to approve. Githens seconded.

(Ridge) This is actually to move into the next phase for the Curry Pike/Smith Pike/Woodyard Rd intersection improvement. This is locally funded until we get to construction and it comes out of the Westside TIF. It was approved at the Redevelopment Commission meeting on February 19th.

(Thomas) So what is the time table for that project right now because I know it-

(Ridge) The right of way is usually a year. I believe the construction is 2022, it's earmarked through the MPO.

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

K. MOVE TO APPROVE: INDOT CHANGE ORDER #2 & #5 FOR HUNTERS CREEK ROAD PH I.

FUND NAME: N/A

FUND NUMBER: N/A

AMOUNT: N/A

Jones made motion to approve. Githens seconded.

(Ridge) This is basically some cleanup work that we're doing to get this program closed out. It's completed but due to a lot of inclement weather in the spring of 2018 we had to do two different extensions for the contractor due to those conditions. And this is just finalizing those two change orders for the two extensions and there is actually no cost to us for that.

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

L. MOVE TO APPROVE: CRIDER & CRIDER AGREEMENT FOR PROFILE PARKWAY EXTENSION PROJECT.

FUND NAME: WESTSIDE ECONOMIC DEVELOPMENT

FUND NUMBER: 4920

AMOUNT: \$5,262,691.75

Jones made motion to approve. Githens seconded.

(Ridge) This is actually the contract to begin construction we'll actually start the project immediately. This is to extend Profile Parkway from Curry Pike over to Gates Dr. It'll include two roundabouts. The north roundabout will connect to the Vernal Pike connector road that is scheduled approximately two years out. We're getting ready to begin right-of-way acquisition for that section. This actually goes through the old ABB property that's been abandoned brown filled for 25-30 years.

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

M. MOVE TO APPROVE: ORDINANCE 2020-13; AMEND ORDINANCES 86-09; 86-12; AND 86-06.

FUND NAME: N/A

FUND NUMBER: N/A

AMOUNT: N/A

Jones made motion to approve. Githens seconded.

(Ridge) These items were approved at our February Traffic Commission Board meeting and it is in compliance with the Manual and Uniform Traffic Control Devices. It's amending ordinance 86-09 by the deletion of the following 30 mph speed limits:

- Breezewood Court
- Brittany Court
- Deer Lane
- Estate Court
- Firefly Drive
- Knight Court

- Lakeside Court
- Meadowvale Drive
- Shadow Wood Drive
- Westfall Court

It's also amending ordinance 86-09 by the addition of the following 25 mph speed limits:

- Breezewood Court
- Brittany Court
- Deer Lane
- Estate Court
- Firefly Drive
- Knight Court
- Lakeside Court
- Meadowvale Drive
- Shadow Wood Drive
- Westfall Court

It's also amending ordinance 86-12 by the deletion of the following yield location: Brookwood Drive SB for Dunleigh Drive. Adding a stop location in ordinance 86-06 at that same location and adding a stop sign for Bramble Drive for Trailridge Road.

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

N. MOVE TO APPROVE: UTILITY REIMBURSEMENT AGREEMENTS FOR THE SAMPLE ROAD RECONSTRUCTION PROJECT.

FUND NAME: LOCAL ROAD AND STREET FUND NUMBER: 1169

AMOUNT: \$343,202.64

Jones made motion to approve. Githens seconded.

(Ridge) This is for our Sample Rd utility relocation for Phase I & II so we can get moving on that and not hold up the project. We have South Central REMC included in this packet and Washington Township Water. Some of it's for utility relocation, tree clearing or erosion control. We lumped it together so we can keep this moving a lot of times utilities will slow up a project, we're trying to stay ahead of the game a little bit here.

(Githens) There's no amount listed on that cover sheet in the amount line. In the total amount.

(Thomas) The question I have is are we doing mitigation for the trees that we're clearing?

(Ridge) Absolutely. We're required on all of the INDOT projects to mitigation. Actually in the past you've usually tried to find a mitigation site to set up yourself and monitor over, it could be a ten year period. They have what they call a fee in lieu of doing an actual mitigation site so you actually pay the fee and the site is located for you and they include the mitigation in that same area for entities so we're not scrambling around trying to find a mitigation site.

(Thomas) So would it be local?

(Ridge) Hm'mm

(Thomas) Ok. I was curious about that because these are utility clearings and I didn't know if that was the same-

(Ridge) Yeah, we are definitely required for mitigation sites.

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

O. PUBLIC HEARING FOR THE REAUTHORIZATION OF THE CUMULATIVE CAPITAL DEVELOPMENT FUND; AND ORDINANCE 2020-14; REAUTHORIZING THE CUMULATIVE CAPITAL DEVELOPMENT FUND.

FUND NAME: N/A

FUND NUMBER: N/A

AMOUNT: N/A

Jones made motion to approve. Githens seconded.

(Thomas) So we have the ability at this moment to open a public hearing on this item, is that correct Mr. Cockerill?

(Cockerill) Yes, it's been advertised and I guess I would ask you if I could say a few words before you opened it up to give kind of a background?

(Thomas) Please.

(Cockerill) We have two funds and a lot of these comments will go for this and the next agenda item. One is Cumulative Capital Development Fund and the other is the Major Bridge Fund where according to State Code it erodes due to how they do the calculations each year and so we reestablish it each year at the highest level possible under State Code. At the end of the day the Council gets to set the tax rates and levy after their budget session and so they have the opportunity to lower as they see fit through their budgetary process. This is just giving them the maximum amount of flexibility when they look at budgets and how things go forward. We have reauthorized this every year for the last three or four years and that is kind of why we do it to get it to the maximum rate.

(Thomas) Ok. So what we would do then is we would go ahead today and have our public hearing on this item and then do we need to wait a certain period of time or can we go ahead and vote on the ordinance that is in front of us today?

(Cockerill) You could vote on ordinance that is in front of you today or you could take in public comment and come back. The ultimate deadline is that we would need to have a 30 day period where we advertise for remonstrance and we need to certify that we have or have not received by April 30th. So we have time to hear things that you wish to consider.

(Thomas) Ok. With that I'll go ahead and open the public hearing on the reauthorization of the Cumulative Capital Development Fund. Is there anyone who wishes to speak on this item?

Seeing none, we've had a motion on Ordinance 2020-14 and a second on that. Is there any additional public comment? Are you all happy going ahead and proceeding today? Ok.

Motion carried by voice vote.

**P. PUBLIC HEARING FOR THE REAUTHORIZATION OF THE MAJOR BRIDGE FUND; AND
ORDINANCE 2020-15; REAUTHORIZING THE MAJOR BRIDGE FUND.**

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

Jones made motion to approve. Githens seconded.

(Thomas) Mr. Cockerill would you like to speak on this?

(Cockerill) All the comments I indicated for the Cumulative Capital Development Fund follows, I would just add that the Major Bridge Fund is a little bit more specialized in that it can only be used for the repair of building of a bridge over 200ft in length. We have several bridges like that and I think we are contemplating at least one or two more with the Fullerton Pike project. I think that was kind of the initiation of this Major Bridge Fund was to work on the Fullerton Pike project for sure.

(Thomas) Ms. Ridge did you have any comments?

(Ridge) Jeff is correct. We have 6 existing bridges out of our 157 bridge inventory. With DNR being involved with our projects it seems like the size of the bridges are continuing to increase. The new one that was just built on Gordon Pike I believe was originally around 40 – 50ft bridge and now that is about a 215ft bridge. The one on Fullerton Pike PH III is nearing 500ft. The one on Mt. Tabor that we have under contract is over 200ft also. So having that Major Bridge Fund is huge to keep the bridges intact and when we rebuild a new one it seems like they're increasing the size as we go forward.

(Thomas) I'm going to open the public hearing on the Major Bridge Fund, is there anyone here wishing to speak on this item? Seeing none.

(Jones) I'm curious what causes a bridge to lengthen?

(Ridge) That's a DNR call. It has to do with the hydraulics, where it's located in a flood plain area, a lot of that goes into play for that. That's my own response to that, I'm not an engineer.

(Jones) Thank you.

(Thomas) With that I'll close the public hearing.

Motion carried by voice vote.

VIII. APPOINTMENTS

- NONE

IX. ANNOUNCEMENTS

- March 12 – 20; homes across the country will begin receiving invitations to complete the 2020 Census. Once the invitation arrives, you should respond for your home in one of three ways: online, by phone, or by mail.
- Spring Forward time change on Sunday, March 8 at 2am;
- Accepting applications for all boards and commissions. For more information about the boards and commissions you may go to www.co.monroe.in.us.
- Next Commissioners' Meeting: March 11, 2020, 10am in the Nat U Hill meeting room, 3rd floor of the courthouse.

X. ADJOURNMENT

The minutes of the March 4, 2020 Board of Commissioners' meeting were approved on June 17, 2020.

Monroe County Commissioners

Ayes:

Nays:

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens

Penny Githens

Attest:

Catherine Smith, Auditor



**MONROE COUNTY BOARD OF COMMISSIONERS'
MINUTES SUMMARY***

MARCH 25, 2020

10:00 am

Meeting connection VIA ZOOM

<https://us04web.zoom.us/j/656005734?pwd=UEx4SGxnNmR1bGtZekFNdjA4VC9qdz09>

Password: 57867

- I. CALL TO ORDER BY COMMISSIONER THOMAS**
- II. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER GITHENS**
- III. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA. TIME LIMIT 3 MINUTES.**
 - Efrat Fefeman - United Way
 - Jennifer Pearl - Bloomington Economic Development Corporation
 - Jon Barada – Bloomington Health Foundation
 - Mary Morgan – Bloomington Chamber of Commerce

IV. APPROVAL OF MINUTES

- **MARCH 18, 2020**

Jones made motion to approve. Githens seconded.

Motion carried by voice vote. 2-0. Githens abstained.

V. APPROVAL OF CLAIMS DOCKET

- **ACCOUNTS PAYABLE – MARCH 25, 2020**
- **PAYROLL – MARCH 27, 2020**

Jones made motion to approve. Githens seconded.

Thomas called for public comment.

- None

Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

VI. DEPARTMENT UPDATES

- Health – Penny Caudill
- Emergency Management – Allison Moore
- Clerk – Penny Githens on behalf of Nicole Browne
- Planning – Jackie Nester Jelen
- Tech Services – Eric Evans
- Auditor – Cathy Smith

VII. NEW BUSINESS:

A. MOVE TO APPROVE: INDIANA STATE BOARD OF HEALTH STD GRANT RENEWAL.

FUND NAME: HEALTH FUND NUMBER: 1159 AMOUNT: \$160,000

Jones made motion to approve. Githens seconded.

Thomas called for public comment.

- None

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

B. MOVE TO APPROVE: SMITHVILLE ENTERPRISE SERVICE CONTRACT.

FUND NAME: CUMULATIVE CAPITAL FUND NUMBER; 1138

AMOUNT: \$10,932/YEAR x 5 years.

Jones made motion to approve. Githens seconded.

Thomas called for public comment.

- None

Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

C. MOVE TO APPROVE: ORDINANCE 2020-17; AUTHORIZING TREASURER TO MAKE WEEKLY DEPOSITS AND APPOINTING PRESIDENT JULIE THOMAS TO APPROVE CLAIMS FOR PAYMENT IN ADVANCE OUT SIDE OF THE NORMAL PROCEDURE AS PER IC 5-11-10 DURING THIS PUBLIC HEALTH EMERGENCY AS ALLOWED BY STATE BOARD OF ACCOUNTS DIRECTIVE 2020-01.

Jones made motion to approve. Githens seconded.

Thomas called for public comment.

- None

Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

D. MOVE TO APPROVE: ORDINANCE 2020-18; EXTENDING THE COVID-19 MONROE COUNTY EMERGENCY DECLARATION UNTIL APRIL 16, 2020.

Jones made motion to approve. Githens seconded.

Thomas called for public comment.

- None

Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

**E. MOVE TO APPROVE: POINT OF CLARIFICATION FOR EUBANKS & ASSOCIATES CONTRACT
FUND NAME: COUNTY GENERAL FUND NUMBER: 1000-31213-0277
AMOUNT: NOT TO EXCEED \$30,000**

Jones made motion to approve. Githens seconded.

Thomas called for public comment.

- None

Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

VIII. APPOINTMENTS

IX. ANNOUNCEMENT

- Area 10 Rural Transit is offering a free service for prescription and grocery deliveries outside the city limits. Call Area 10 Rural Transit to make an appointment 812.876.1079.
- The Food and Beverage Tax Advisory Commission has approved the request to use up to \$200,000 to support local businesses that promote tourism outside of the city limits within Monroe County.

X. ADJOURNMENT

The minute's summary of the March 25, 2020, 2020 Board of Commissioners' meeting were approved on, June17, 2020.

Monroe County Commissioners

Ayes:

Nays:

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens

Penny Githens

Attest:

Catherine Smith, Auditor

***The Board of Commissioners minutes will be in summary format during the Local Declaration of Emergency and the Governor's Executive Orders. Verbatim minutes will return when we are able to return to our normal practices.**



**MONROE COUNTY BOARD OF COMMISSIONERS'
MINUTES SUMMARY***

JUNE 10, 2020

10:00 am

Meeting connection VIA ZOOM

<https://monroecounty-in.zoom.us/j/86411426920?pwd=TWxCK0g1QlgyQ1hIWkc1OEh0VG5JZz09>
Meeting ID: 864 1142 6920 Password: 966780

Community Access Television Services (CATS) provides a public access recording of this meeting in its entirety and is free to view online at www.catstv.net.

- I. CALL TO ORDER BY COMMISSIONER THOMAS**
- II. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER THOMAS**
- III. DEPARTMENT UPDATES**
 - Health – Penny Caudill
 - Emergency Management – Allison Moore
 - Highway – Lisa Ridge
 - Legal – Jeff Cockerill
- IV. RESOLUTION 2020-28; A RESOLUTION TO COMMIT TO ACTION REGARDING CRIMINAL JUSTICE REFORM.**

Jones made motion to approve. Githens seconded.
Attorney Jeff Cockerill called roll.
Thomas – yes
Jones – yes
Githens – yes
Motion carried 3-0.

V. PUBLIC COMMENT FOR ITEMS NOT ON AGENDA- TIME LIMIT 3 MINUTES

- Randy Paul
- Dana Jones
- Chad Landrum

VI. APPROVAL OF MINUTES

- JUNE 3, 2020

Jones made motion to approve. Githens seconded.

Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

VII. APPROVAL OF CLAIMS DOCKET

- ACCOUNTS PAYABLE – JUNE 10, 2020

Jones made motion to approve. Githens seconded.

Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

VIII. NEW BUSINESS:

A. MOVE TO APPROVE: ORDINANCE 2020-24; JOE KEMP REZONE.

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

Jones made motion to approve. Githens seconded.

Thomas called for public comment in favor of this petition - None.

Thomas called for public comment in opposition of this petition - None.

Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

B. MOVE TO APPROVE: ORDINANCE 2020-25; FABLE FARMS REZONE.

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

Jones made motion to approve. Githens seconded.

Thomas called for public comment in favor of this petition - None.

Thomas called for public comment in opposition of this petition - None.

Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

**C. MOVE TO APPROVE: RESOLUTION 2020-26; CLARIFICATION OF EMPLOYEE
COMPENSATION.**

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

Jones made motion to approve. Githens seconded.

Public comment – None.

Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

**D. MOVE TO APPROVE: RESOLUTION 2020-27; APPROVING FOOD AND BEVERAGE
EMERGENCY GRANTS.**

FUND NAME: FOOD AND BEVERAGE TAX FUND NUMBER: 4932

AMOUNT: ~~\$7,100~~ \$21,318

Jones made motion to approve. Githens seconded.

Githens noted the \$7,100 on the agenda was incorrect and should be \$21,318.

Jones made motion to amend amount to \$21,318. Githens seconded.

Public comment – None.

Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

E. MOVE TO APPROVE: AGREEMENT WITH E&B PAVING FOR COMMUNITY CROSSINGS PAVING PROJECTS.

**FUND NAME: MOTOR VEHICLE HIGHWAY FUND NUMBER: 1176
AMOUNT: \$637,125**

Jones made motion to approve. Githens seconded.

Public comment – None.

Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

F. MOVE TO APPROVE: ORDINANCE 2020-29; BOARD OF COMMISSIONERS' EXECUTIVE ORDER TO ENFORCE MONROE COUNTY CODE 257 AND 262.

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

Jones made motion to approve. Githens seconded.

Public comment – None.

Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

IX. APPOINTMENTS

- None

X. ANNOUNCEMENTS

- Monroe County Government buildings will reopen to the public Monday, June 15, 2020 by appointment only. Contact the department directly to make an appointment. For contact information go to www.co.monroe.in.us.
- Monroe County Commissioners are sponsoring a **BLOOD DRIVE**, Tuesday, June 23, 2020 from 10am to 3pm, at the Monroe County Convention Center Conference Room, 302 S. College Ave.
This is **BY APPOINTMENT ONLY**. Contact the Red Cross to schedule your appointment at 1.800.733.2767.
- Monroe County Government website now has an **Emergency Alert** link for community residents to sign up to be notified for all severe weather, health orders, boil water orders, etc. Go to www.co.monroe.in.us to sign up.

- Boards and Commission meetings will resume Monday, June 15, 2020 via Zoom. for information of dates and times of meetings go to www.co.monroe.in.us events calendar.
- Accepting applications for boards and commissions. For applications or more info go to www.co.in.us.
- Next Commissioners' Meeting will be Wednesday, June 17, 2020, at 10am via Zoom.

XI. ADJOURNMENT

The minute's summary of the June 10, 2020, 2020 Board of Commissioners' meeting were approved on, June 17, 2020.

Monroe County Commissioners

Ayes:

Nays:

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens

Penny Githens

Attest:

Catherine Smith, Auditor

***The Board of Commissioners minutes will be in summary format during the Local Declaration of Emergency and the Governor's Executive Orders. Verbatim minutes will return when we are able to return to our normal practices.**

COUNTY TREASURER'S MONTHLY REPORT

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

Month ending March 2020 MONROE COUNTY

CHARGES:

1 Total Taxes Collected (Not Received to Ledger or Refunded).....	\$ 4,093,656.69
2 Advance Collection of Taxes.....	0.00
3 Bank, Building and Loan and Credit Union.....	0.00
4 Barrett Law Collections.....	0.00
5 Cash Change Fund.....	1,000.00
6 Conservancy District Collections.....	0.00
7 Demand Fees.....	0.00
8 Dog Tax.....	0.00
9 Drainage Assessments.....	0.00
10 Excess Tax Collections.....	0.00
11 Gross Income Tax on Real Estate.....	0.00
Wheel & Surtax.....	304,840.05
12 Vehicle license Excise Tax.....	3,644,102.86
13 Sewage Collections.....	0.00
14 Tax Sale Costs.....	0.00
15 Aircraft License Excise Tax.....	6,806.60
16 Auto Rental Excise Tax.....	227,984.27
17 Watercraft Title and Registration Fees (Boat Excise Tax).....	39,731.94
18 Lotto Excise Tax Cut.....	1,306,272.49
19 Heavy Equipment Rental.....	0.00
20.....	
21 Total Balances of all Ledger Accounts - Cash.....	80,979,687.59
22 Total Balances of all Ledger Accounts - Investments.....	0.00
23 Total Charges.....	\$ 90,604,082.49

CREDITS:

24 Depository Balance as Shown by Daily Balance of Cash and Depositories Record (List in Detail on Reverse Side).....	\$ 70,093,971.72
25 Investments as Shown by Daily Balance of Cash and Depositories Record Column 12, Line 41.....	\$ 20,509,110.77
26 Total Cash on Hand at Close of Month:	
Currency.....	\$ 900.00
Coins.....	100.00
Checks, Money Orders, etc.....	0.00
Total.....	\$ 1,000.00
27.....	
28.....	
29.....	
30 Total.....	\$ 90,604,082.49
31 Cash Short (add).....	0.00
32 Cash Long (Deduct).....	0.00
33 Proof.....	\$ 90,604,082.49 \$ 90,604,082.49

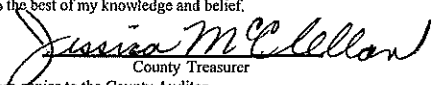
34 Balance in all Depositories Per Daily Balance Record (Line 24 Above).....	\$ 70,093,971.72
35 Outstanding Warrant-Checks (Detail by Depositories on Reverse Side).....	(445,297.50)
36 Balance in all Depositories Per Bank Statements (Detail on Reverse Side).....	\$ 72,137,976.15
37 Deposits in Transit (Detail on Reverse Side).....	(1,598,706.93)
38 Proof.....	\$ 72,137,976.15 \$ 72,137,976.15

ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH:

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

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

Dated this 21st day of April 2020

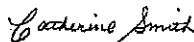

County Treasurer

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

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

FILED

APR 22 2020


Auditor Monroe County, Indiana

COUNTY TREASURER'S

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

MONROE COUNTY
Month ending
March 31, 2020

STATEMENT OF DEPOSITORY BALANCES AT CLOSE OF MONTH

Mar-20

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

Name and Location of Depository	Balance Per Bank Statements	Deposits in Transit	Outstanding Warrant-Checks	Balance Per Daily Balance Cash & Depositories	
001 - FFB Operating 1242	\$8,866,277.05	(\$1,558,789.88)	(\$440,452.37)	\$6,867,034.80	
002 - FFB Payroll 3328	\$0.00	\$0.00	(\$4,845.13)	(\$4,845.13)	
003 - FFB Sweep 6040	\$0.00	\$0.00	\$0.00	\$0.00	
004 - FFB PERF 5596	(\$74.19)	\$37.00	\$0.00	(\$37.19)	
005 - FFB Credit Card 5324	\$495,221.44	(\$11.45)	\$0.00	\$495,209.99	
006 - FFB General 5535	\$54,718,226.12	(\$33,605.40)	\$0.00	\$54,684,620.72	
013 - German American 3108	\$29,494.32	(\$10.90)	\$0.00	\$29,483.42	
014 - TI TRECS 0001	\$2,021,712.04	(\$2,460.21)	\$0.00	\$2,019,251.83	
016 - Redev-80-0306-02-9	\$77,250.21	(\$246.34)	\$0.00	\$77,003.87	
027-ONB MC 20 Cap 80-0424-04-6	\$5,929,869.16	(\$3,619.75)	\$0.00	\$5,926,249.41	
Depository Totals	\$72,137,976.15	(\$1,598,706.93)	(\$445,297.50)	\$70,093,971.72	<-Depository Balance
007 - MS7203004 road & street	\$2,150,047.01	(\$1,133.17)	\$0.00	\$2,148,913.84	
008 - MS7203017 cum bridge	\$3,226,726.87	(\$1,700.65)	\$0.00	\$3,225,026.22	
009 - MS7202940 aviation gen	\$192,641.26	(\$101.53)	\$0.00	\$192,539.73	
010 - MS7202979 aviation constr	\$427,677.53	(\$225.41)	\$0.00	\$427,452.12	
011 - MS7202924 aviation building	\$640,656.03	(\$337.66)	\$0.00	\$640,318.37	
012 - MS7202953 property re-assesmt	\$526,034.20	(\$277.25)	\$0.00	\$525,756.95	
017 - Redev-80-0267-02-3	\$57,551.08	(\$74.36)	\$0.00	\$57,476.72	
018 - Redev-80-0267-01-5	\$3.54	\$188.18	\$0.00	\$191.72	
019 - Redev-80-0306-01-1	\$432.87	(\$0.42)	\$0.00	\$432.45	
020 - Redv com 80-0306-03-7	\$297,158.98	(\$292.54)	\$0.00	\$296,866.44	
021 - Bank of New York Mellon/Holdings	\$9,981,565.93	(\$3,231.08)	\$0.00	\$9,978,334.85	
022-ONB MC18 Bond Int 80-0386-01-3	\$43.89	(\$0.03)	\$0.00	\$43.86	
023-ONB MC18 Constr 80-0386-03-9	\$0.00	\$0.00	\$0.00	\$0.00	
024-ONB MC18 Surplus 80-0386-02-1	\$0.00	\$0.00	\$0.00	\$0.00	
025-ONB MC 20 P&I 80-0424-01-2	\$22.23	(\$2.23)	\$0.00	\$20.00	
026-ONB MC 20 Debt 80-0424-03-8	\$516,052.12	(\$314.62)	\$0.00	\$515,737.50	
028-FFB COD 1740030729	\$2,500,000.00	\$0.00	\$0.00	\$2,500,000.00	
Investment Totals	\$20,516,613.54	(\$7,502.77)	\$0.00	\$20,509,110.77	<-Investments Balance
					Warrants & Deposits in Transit
Totals	\$92,654,589.69	(\$1,606,209.70)	(\$445,297.50)	\$90,603,082.49	\$2,051,507.20

* Interest

** Outstanding Checks

***Reconciling item per St Bd of Accts

****Bank Error

ADVANCE CKS FOR SETTLEMENT

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

Date Originally Received	Received From	For	Date Returned	Returned by (Name of Dep)	Reason for Return	Amount
Total						

COUNTY TREASURER'S MONTHLY REPORT

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

Month ending April 2020 MONROE COUNTY

CHARGES:

1 Total Taxes Collected (Not Received to Ledger or Refunded)	\$ 30,891,130.18
2 Advance Collection of Taxes	0.00
3 Bank, Building and Loan and Credit Union	0.00
4 Barrett Law Collections	0.00
5 Cash Change Fund	1,000.00
6 Conservancy District Collections	0.00
7 Demand Fees	0.00
8 Dog Tax	0.00
9 Drainage Assessments	0.00
10 Excess Tax Collections	0.00
11 Gross Income Tax on Real Estate	0.00
Wheel & Surtax	84,336.31
12 Vehicle license Excise Tax	4,640,464.19
13 Sewage Collections	0.00
14 Tax Sale Costs	0.00
15 Aircraft License Excise Tax	7,757.18
16 Auto Rental Excise Tax	227,984.27
17 Watercraft Title and Registration Fees (Boat Excise Tax)	59,528.91
18 Lotto Excise Tax Cut	1,956,762.83
19 Heavy Equipment Rental	118,407.71
20	
21 Total Balances of all Ledger Accounts - Cash	76,120,240.67
22 Total Balances of all Ledger Accounts - Investments	0.00
23 Total Charges	\$ 113,907,612.25

CREDITS:

24 Depository Balance as Shown by Daily Balance of Cash and Depositories Record (List in Detail on Reverse Side)	\$ 93,386,008.04
25 Investments as Shown by Daily Balance of Cash and Depositories Record Column 12, Line 41	\$ 20,520,604.21
26 Total Cash on Hand at Close of Month:	
Currency	\$ 900.00
Coins	100.00
Checks, Money Orders, etc.	0.00
Total	\$ 1,000.00
27	
28	
29	
30 Total	\$ 113,907,612.25
31 Cash Short (add)	0.00
32 Cash Long (Deduct)	\$ 0.00
33 Proof	\$ 113,907,612.25 \$ 113,907,612.25
34 Balance in all Depositories Per Daily Balance Record (Line 24 Above)	\$ 93,386,008.04
35 Outstanding Warrant-Checks (Detail by Depositories on Reverse Side)	(1,385,522.56)
36 Balance in all Depositories Per Bank Statements (Detail on Reverse Side)	\$ 97,428,507.10
37 Deposits in Transit (Detail on Reverse Side)	(2,656,976.50)
38 Proof	\$ 97,428,507.10 \$ 97,428,507.10

ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH:

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

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

Dated this 15th day of May 2020

Jessica McClellan
County Treasurer

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

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

FILED
MAY 14 2020

Caroline Smith
Auditor Monroe County, Indiana

STATEMENT OF DEPOSITORY BALANCES AT CLOSE OF MONTH

Apr-20

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

COUNTY TREASURER'S

Required by IC 35-2-10-16
and IC 5-13MONROE COUNTY
Month ending
April 30, 2020

Name and Location of Depository	Balance Per Bank Statements	Deposits in Transit	Outstanding Warrant-Checks	Balance Per Daily Balance Cash & Depositories	
001 - FFB Operating 1242	\$21,850,055.66	(\$2,524,076.07)	(\$1,352,862.35)	\$17,873,117.24	
002 - FFB Payroll 3328	\$0.00	\$0.00	(\$32,660.21)	(\$32,660.21)	
003 - FFB Sweep 6040	\$0.00	\$0.00	\$0.00	\$0.00	
004 - FFB PERF 5595	\$0.00	\$0.00	\$0.00	\$0.00	
005 - FFB Credit Card 5324	\$596,800.12	(\$1,386.83)	\$0.00	\$595,413.29	
006 - FFB General 5535	\$67,085,915.22	(\$12,571.04)	\$0.00	\$67,073,344.18	
013 - German American 3108	\$29,498.65	(\$5.33)	\$0.00	\$29,494.32	
014 - TL TRECS 0001	\$2,036,924.67	(\$15,879.25)	\$0.00	\$2,021,045.42	
016 - Redev-80-0306-02-9	\$6,708.11	(\$85.70)	\$0.00	\$6,622.41	
027-ONB MC 20 Cap 80-0424-04-6	\$5,822,803.67	(\$2,972.28)	\$0.00	\$5,819,831.39	
Depository Totals	\$97,428,507.10	(\$2,656,976.50)	(\$1,385,522.56)	\$93,386,008.04	<-Depository Balance>
007 - MS7203004 road & street	\$2,150,304.31	(\$257.30)	\$0.00	\$2,150,047.01	
008 - MS7203017 cum bridge	\$3,227,113.02	(\$386.15)	\$0.00	\$3,226,726.87	
009 - MS7202940 aviation gen	\$192,664.32	(\$23.06)	\$0.00	\$192,641.26	
010 - MS7202979 aviation constr	\$427,728.71	(\$51.18)	\$0.00	\$427,677.53	
011 - MS7202924 aviation building	\$640,732.70	(\$76.67)	\$0.00	\$640,656.03	
012 - MS7202953 property re-assesmt	\$526,097.15	(\$62.95)	\$0.00	\$526,034.20	
017 - Redev-80-0267-02-3	\$57,579.93	(\$103.21)	\$0.00	\$57,476.72	
018 - Redev-80-0267-01-5	\$3.54	\$188.18	\$0.00	\$191.72	
019 - Redev-80-0306-01-1	\$433.08	(\$0.21)	\$0.00	\$432.87	
020 - Redv com 80-0306-03-7	\$297,307.92	(\$148.94)	\$0.00	\$297,158.98	
021 - Bank of New York Mellon/Holdings	\$10,022,487.55	(\$37,044.77)	\$0.00	\$9,985,442.78	
022-ONB MC18 Bond Int 80-0386-01-3	\$43.91	(\$0.02)	\$0.00	\$43.89	
023-ONB MC18 Constr 80-0386-03-9	\$0.00	\$0.00	\$0.00	\$0.00	
024-ONB MC18 Surplus 80-0386-02-1	\$0.00	\$0.00	\$0.00	\$0.00	
025-ONB MC 20 P&I 80-0424-01-2	\$22.23	\$0.00	\$0.00	\$22.23	
026-ONB MC 20 Debt 80-0424-03-8	\$516,310.79	(\$258.67)	\$0.00	\$516,052.12	
028-FFB COD 1740030729	\$2,500,000.00	\$0.00	\$0.00	\$2,500,000.00	
Investment Totals	\$20,558,829.16	(\$38,224.95)	\$0.00	\$20,520,604.21	<-Investments Balance>
					Warrants & Deposits in Transit
Totals	\$117,987,336.26	(\$2,695,201.45)	(\$1,385,522.56)	\$113,906,612.25	\$4,080,724.01

* Interest

** Outstanding Checks

***Reconciling item per St Bd of Accts

****Bank Error

ADVANCE CKS FOR SETTLEMENT

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

Date Originally Received	Received From	For	Date Returned	Returned by (Name of Dep)	Reason for Return	Amount
Total						

MONTHLY REPORT - CLERK OF THE CIRCUIT COURT

Required by IC 33-17-2-8

FILED
JUN 03 2020
CLERK OF MONROE COUNTY, MISSISSIPPI

MONTHLY REPORT MARCH 2020

Charges:

1	Fees payable to the State	\$	314,817.00	
	JC - Reimbursements	\$	-	
	FSSA Support			
2	Fees payable to the county	\$	75,222.19	
3	Bank Discrepancy	\$	5,420.67	
4	Trust Funds (Bonds/Other)	\$	1,979,009.77	
5	Trust, Refunds	\$	1,368.70	
6	Trust, Judgment Collections	\$	31,354.18	
	ISETS Child Support Collections	\$	6,362.94	
	Interest-bearing Accounts Payables	\$	75,943.45	
	Cash on Hand	\$	1,500.00	
7	Total Charges	\$	<u>2,490,998.90</u>	

Credits

8	Certificate of deposit			
9	Certificate of deposit			
10	Certificate of deposit			
11	Monroe County Bank Account	\$	2,407,192.51	
	Monroe Bank Account - Ledger			
	Old Judgment Collections			
	ISETS Child Support	\$	6,362.94	
	Interest-Bearing Saving Account	\$	75,943.45	
12	Subtotal: Daily Balance Record (Lines 8-11)			
13	ISETS Monthly Clerk's Support Record	\$	-	
14	Total Depository Balances as shown by Records	\$	<u>2,489,498.90</u>	
15	Investments on Hand at the close of business	\$	-	
16	Cash in office at the close of business	\$	1,500.00	
17	Total	\$	-	
18	Cash Short			
19	Cash Long			
20	PROOF (Line 7)	\$	<u>2,490,998.90</u>	\$ <u>2,490,998.90</u>

21	Balance in All Depositories	\$	2,649,945.82	
22	Deduct: Outstanding Checks	\$	(194,274.47)	

23	Net Depository Balance		
24	Deposits in Transit	\$	30,289.22
25	Bank Fees	\$	160.00
26	Interest		(\$6.29)
27	Miscellaneous Adjustments (explain fully)	\$	2,191.62
28	Participant recoupments	\$	1,130.00
29	Agency recoupments	\$	63.00
30	Balance in all Depositories (line 14)	\$	2,489,498.90
31	PROOF	\$	2,489,498.90

State of Indiana, MONROE County: ss: I, the undersigned Clerk of the Circuit Court in and for the afresaid county and state, do hereby certify that the foregoing report is true and correct to the best of my knowledge and belief and as appears of record now on file in this office.

(SEAL) Yvette Lynne Browne
Clerk, Monroe Circuit Court

ISETS: Over \$406.20	-406.20
Adjustment for CC & ACH items in transit	5,532.34
Credit Card deposited in Bank	-2,319.00
ACH ST of IN Payables	-870.00
Stale dated/reissued checks cashed	267.00
Return Bank Fees	
Other Adjustments	-12.52
Total Misc Adjustments	2,191.62

Copy for Commissioners
Copy for Board of Finance
Copy for State Board of Accounts @
E418 Government Center South
Indianapolis, IN 46204

MONTHLY REPORT - CLERK OF THE CIRCUIT COURT

Required by IC 33-17-2-8

FILED
JUN 03 2020
Caroline Smith
Clerk Monroe County, Indiana

MONTHLY REPORT APRIL 2020

Charges:

1	Fees payable to the State	\$	347,335.14
	JC - Reimbursements	\$	-
	FSSA Support		
2	Fees payable to the county	\$	33,186.92
3	Bank Discrepancy	\$	2,929.85
4	Trust Funds (Bonds/Other)	\$	1,416,930.32
5	Trust, Refunds	\$	-
6	Trust, Judgment Collections	\$	22,468.11
	ISETS Child Support Collections	\$	6,362.94
	Interest-bearing Accounts Payables	\$	75,943.45
	Cash on Hand	\$	1,500.00
7	Total Charges	\$	<u>1,906,656.73</u>

Credits

8	Certificate of deposit		
9	Certificate of deposit		
10	Certificate of deposit		
11	Monroe County Bank Account	\$	1,822,850.34
	Monroe Bank Account - Ledger		
	Old Judgment Collections		
	ISETS Child Support	\$	6,362.94
	Interest-Bearing Saving Account	\$	75,943.45
12	Subtotal: Daily Balance Record (Lines 8-11)		
13	ISETS Monthly Clerk's Support Record	\$	-
14	Total Depository Balances as shown by Records	\$	<u>1,905,156.73</u>
15	Investments on Hand at the close of business	\$	-
16	Cash in office at the close of business	\$	1,500.00
17	Total	\$	-
18	Cash Short		
19	Cash Long		
20	PROOF (Line 7)	\$	<u>1,906,656.73</u>

21	Balance in All Depositories	\$	2,196,701.27
22	Deduct: Outstanding Checks	\$	(301,891.39)

23	Net Depository Balance		
24	Deposits in Transit	\$	10,648.55
25	Bank Fees	\$	142.50
26	Interest		
27	Miscellaneous Adjustments (explain fully)	\$	(1,637.20)
28	Participant recoupments	\$	1,130.00
29	Agency recoupments	\$	63.00
30	Balance in all Depositories (line 14)	\$	1,905,156.73
31	PROOF	\$	1,905,156.73

State of Indiana, MONROE County: ss: I, the undersigned Clerk of the Circuit Court in and for the afresaid county and state, do hereby certify that the foregoing report is true and correct to the best of my knowledge and belief and as appears of record now on file in this office.

(SEAL) *Yule G. Brown*
 Clerk, Monroe Circuit Court

ISETS: Over \$406.20	-406.20
Adjustment for CC & ACH items in transit	0.00
Credit Card deposited in Bank	0.00
ACH ST of IN Payables	-1,458.00
Stale dated/reissued checks cashed	267.00
Return Bank Fees	-40.00
Other Adjustments	
Total Misc Adjustments	-1,637.20

Copy for Commissioners
 Copy for Board of Finance
 Copy for State Board of Accounts @
 E418 Government Center South
 Indianapolis, IN 46204

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: June 17, 2020

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

2020-28 Hanson Rezone

All Grants must complete the following

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

Or other identifying number

Pass Through Entity

Amount Received

Federal:

State:

Local Match:

Total Received:

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

Fund Name:

Fund Number

Amount:

Executive Summary:

The request is to rezone one (1) 2.96 acres +/- parcel in Section 11 of Clear Creek Township at 7995 S Fairfax RD (parcel # 53-11-11-300-011.000-006) from Pre Existing Business (PB) to Agriculture/Rural Reserve (AG/RR).

Person Presenting: Rebecca Payne

Department: Planning

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

Attorney who reviewed: David Schilling

Submitted by: Rebecca payne

Date: 6/9/2020

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. 2020-28

Hanson Rezone

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

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

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

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

SECTION I.

The Monroe County Zoning Ordinance is amended to rezone one (1) 3.0 +/- acre parcel in Section 11 of Clear Creek Township at 7995 S Fairfax Rd (Parcel #: 53-11-11-300-011.000-006) from Pre-existing Business (PB) to Agriculture/Rural Reserve (AG/RR).

SECTION II.

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

Passed and adopted by the Board of Commissioners of Monroe County, Indiana, this 19th day of May, 2020.

BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA

"Yes" Votes

"No" Votes

Julie Thomas, President

Julie Thomas, President

Lee Jones, Commissioner

Lee Jones, Commissioner

Penny Githens, Commissioner

Penny Githens, Commissioner

Attest:
Catherine Smith, Monroe County Auditor

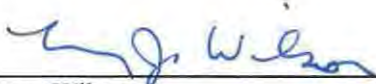
OFFICE OF
MONROE COUNTY PLAN COMMISSION
501 N Morton Street, Suite 224
BLOOMINGTON, IN 47404

TO: THE COMMISSIONERS OF MONROE COUNTY, INDIANA

CERTIFICATION

I, Larry Wilson, here by certify that during its meeting on May 19th, 2020 the Monroe County Plan Commission considered petition # 2002-REZ-04 for an amendment (Ordinance # 2020-28) to the Monroe County Zoning Ordinance and made a positive recommendation to approve thereon, based on the findings, highway and drainage engineers' reports, with a vote of 9-0.

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



Larry Wilson
Planning Director

June 8, 2020
Date

MONROE COUNTY PLAN COMMISSION**May 19, 2020**

PLANNER Rebecca Payne
CASE NUMBER 2002-REZ-04
PETITIONER Ronnie Hanson
ADDRESS 7995 S Fairfax Rd
REQUEST Rezone from Pre-Existing Business (PB) to Agriculture/Rural Reserve (AG/RR)
ACRES 2.96 acres +/-
ZONE Agriculture/Rural Reserve (AG/RR)
TOWNSHIP Clear Creek
SECTION 11
COMP. PLAN
DESIGNATION: Rural Residential

EXHIBITS

1. Site Plan
2. Petitioner letter

RECOMMENDATION

Staff recommends **approval** based on the Findings of Fact and subject to the County Highway and Drainage Engineer report.

PLAN REVIEW COMMITTEE

This meeting was cancelled.

SUMMARY/BACKGROUND

The petition site is one parcel totaling 2.96 +/- acres located in Clear Creek Township. The current zoning of the site is Pre-Existing Business (PB). The Pre-Existing Business Zone is defined as:

That which is primarily intended to accommodate commercial and business service uses that were in operation prior to the adoption of this zoning ordinance. The intent of the PB District is to identify locations of commercial activity that are not supported by the Comprehensive Land Use Plan, but where commercial and service operations continue to exist. This District is identified for the purposes of maintaining commercial activities with business zoning, while at the same time not allowing for the expansion of new business activity proximate to the location of the PB District. Expansion of the business is permitted within the lot of record. The type of business may change to one of equal or lower intensity as identified on Table 2-1 Permitted Land Uses.

The rezone request is to Agriculture/Rural Reserve (AG/RR) from PB for the purpose of building a detached garage to be used for boat storage. A garage is a residential accessory use and is not permitted in PB zoning.

The petitioner also owns the parcel adjacent to and east of the petition site. This adjacent parcel is used to store and manage petitioner's lawn care business. Petitioner wishes to maintain the PB zoning of this adjacent parcel and keep it separate from the ensuing rezone request.

The petitioner currently utilizes the property in question for single family use, which is not permitted in the PB zoning district. The residential use is considered pre-existing nonconforming and cannot be expanded unless a rezone is sought. The petitioner originally requested a rezone in 1994 from Residential 2/Planned Unit Development to Limited Business (LB) for purposes of maintaining a landscaping business and two apartments. To date, only the landscaping business is intact as the apartments were lost in a fire. Mr. Hanson built a home on the front lot in 1994, which is currently zoned PB. In 1997, when the county underwent the last zoning ordinance and map change, the properties were converted from LB to PB. Now the owner wishes

to rezone the front portion of the property to Agriculture/Rural Residential to make the residential use conforming and to add an accessory residential structure to the property.

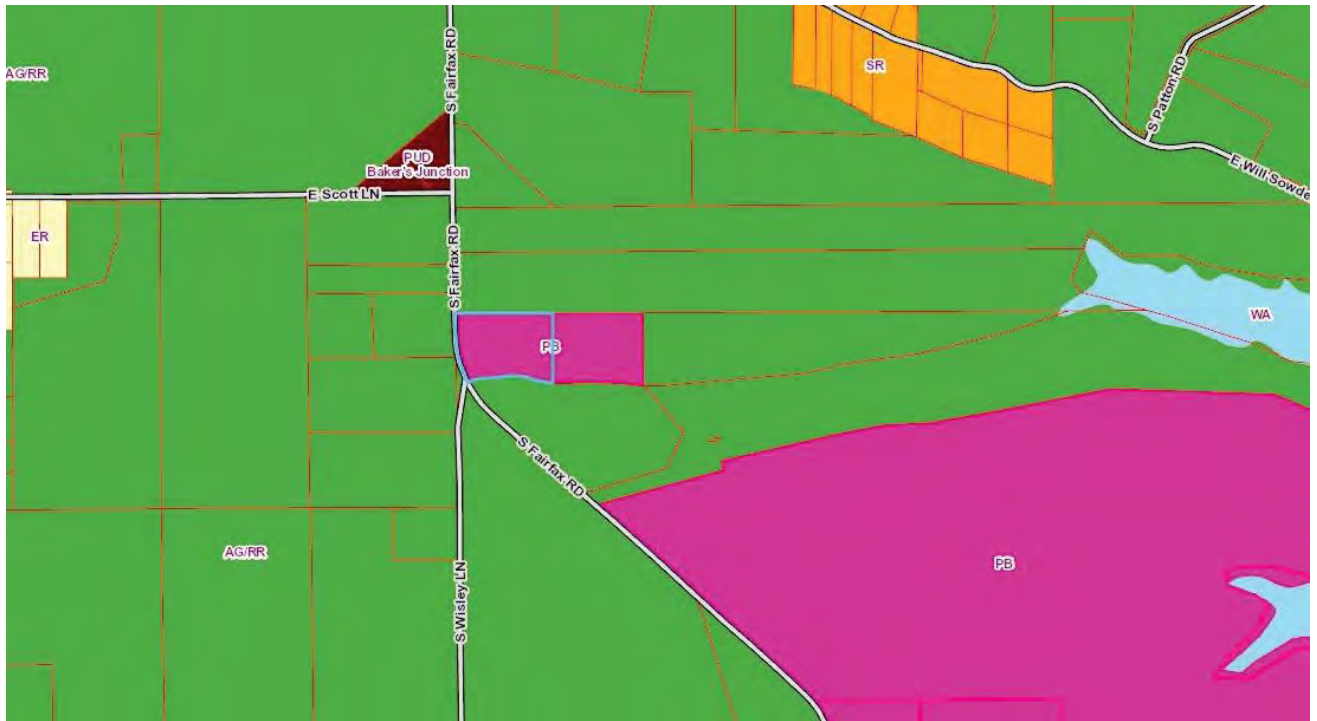
LOCATION MAP

The petition site is located at 7995 S Fairfax Rd, section 11 of Clear Creek Township



ZONING

The petition site is zoned Pre-Existing Business (PB). The neighboring zones are Agriculture/Rural Reserve (AG/RR).



SITE CONDITIONS

The petition site is one parcel totaling 2.96 +/- acres. The lot has frontage along S Fairfax Rd and contains frontage along S Fairfax Rd.



SLOPE

Some slope is present on the property but there is none at the location where the garage is proposed.



SITE PHOTOS

Photo 1: Site of proposed garage



Photo 2: Aerial



Photo 3: Looking north at proposed garage location



Photo 4: Looking north



Photo 5: Looking northwest



Photo 6: Looking west



Photo 7: Looking north, from bottom of driveway



Photo 8: Property marker



COMPREHENSIVE PLAN DISCUSSION

The petition site is located within the Rural Residential area of the Comprehensive Plan:

Rural Residential

The Rural Residential use category includes rural property, environmentally sensitive areas, and areas adjacent to quarry operations where low densities are appropriate and desirable; however, the sparse population character of the Farm and Forest category is no longer applicable. Generally, these areas are characterized by active or potential mineral extraction operations nearby, steep slopes, and the remaining forest and/or agricultural land where roadways and other public services are minimal or not available.

The Rural Residential use category includes all property in Monroe County that is not within the Farm and Forest Residential area, Bloomington Urbanizing Area or a Designated Community, or an incorporated town or city. Approximately 52,000 acres of rural property in Indian Creek, Clear Creek, Van Buren, Bloomington, Richland, Bean Blossom, Washington, and Benton Townships are designated Rural Residential. Most often this category adjoins or is very close to the Farm and Forest Residential areas. Current Rural Residential densities are usually greater than 64 homes per section and some portions of the Rural Residential area have already been subdivided or developed at urban densities.

To maintain Rural Residential property use opportunities, an average residential density per survey section shall be established by ordinance. This average density shall preserve the rural lifestyle opportunity of this area and help protect nearby Vulnerable Lands. Where appropriate infrastructure is available, home clustering with open space dedications may be an option in this residential category. Open space can serve a variety of uses including recreational opportunities for local residents, limited accessory agricultural uses, or buffering of an adjoining use. Contiguous Resilient Land shall be available for each dwelling adequate to support either two independent conventional septic fields or one replaceable mound system. Sufficient space for buildings traditionally associated for this type of use must also be provided. In addition, public roadways shall not experience less than the Monroe County Level of Service standard existing at the time this Plan is adopted. New subdivision road traffic lanes that access County roadways shall not exceed the capacity of traffic lanes for adjoining public roadways. State highways, major collectors, or arterial roads are exempt from this requirement.

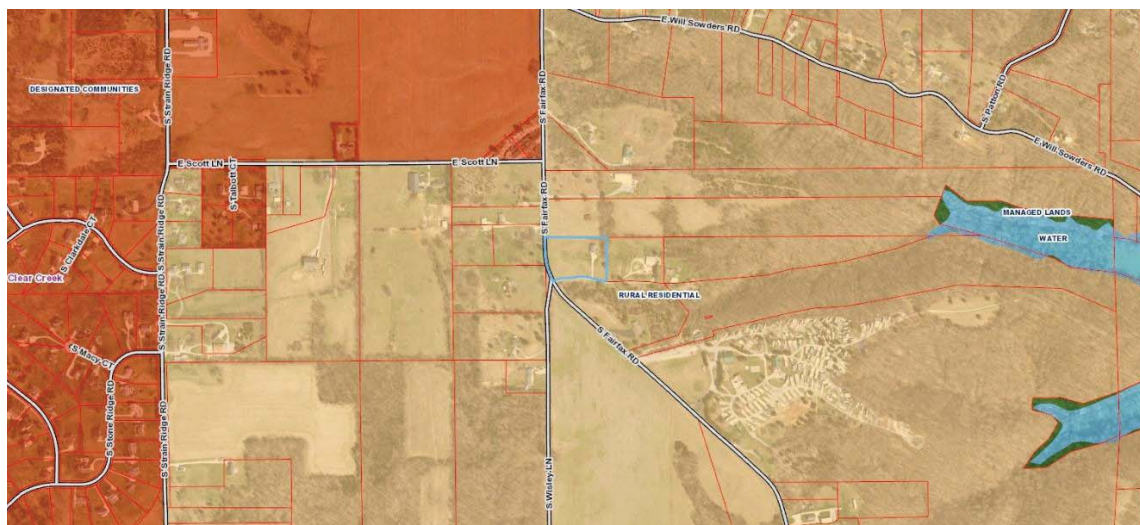
COMPREHENSIVE PLAN MAP

The petition site is in the Rural Residential area of the Comprehensive Plan.

Rural Residential

The Rural Residential use category includes rural property, environmentally sensitive areas, and areas adjacent to quarry operations where low densities are appropriate and desirable; however, the sparse population character of the Farm and Forest category is no longer applicable. Generally, these areas are characterized by active or potential mineral extraction operations nearby, steep slopes, and the remaining forest and/or agricultural land where roadways and other public services are minimal or not available.

The Rural Residential use category includes all property in Monroe County that is not within the Farm and Forest Residential area, Bloomington Urbanizing Area or a Designated Community, or an incorporated town or city. Approximately 52,000 acres of rural property in Indian Creek, Clear Creek, Van Buren, Bloomington, Richland, Bean Blossom, Washington, and Benton Townships are designated Rural Residential. Most often this category adjoins or is very close to the Farm and Forest Residential areas. Current Rural Residential densities are usually greater than 64 homes per section and some portions of the Rural Residential area have already been subdivided or developed at urban densities. To maintain Farm and Forest property use opportunities an average residential density per survey section shall be established by ordinance. This average density shall preserve the rural lifestyle opportunity of this area and help protect nearby Vulnerable Lands. The grouping of more than four residential units sharing the same ingress/egress onto a County or state roadway shall not occur on rural property in this category. All property subdivided in this category must provide for adequate contiguous Resilient Land to support either two independent conventional septic fields or one replaceable mound system, sufficient space for buildings traditionally associated with this type use must also be available. In addition, public roadways shall not experience less than the Monroe County Level of Service standard designation which exists at the time this Plan is adopted as a result of subdivision. Roadways classified as state Highways, major collectors, or local arterials are exempt from this requirement.



FINDINGS OF FACT - REZONE

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

(A) The Comprehensive Plan;

Findings:

- The Comprehensive Plan designates the petition site as Rural Residential;
- The rezone request is to change the zone for the petition site from Pre-Existing Business (PB) to Agriculture/Rural Reserve (AG/RR);
- The current use of the site is residential;
- The current intensity of the use of the site is low;
- The adjoining and surrounding uses are primarily AG/RR;
- The petitioner wants to construct an accessory building to be used as a garage where he can store his boat;
- The proposed accessory building would comply with all other height, bulk, density requirements for the AG/RR zoning district;

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

Findings:

- See Findings under Section A;
- The petition site is an unplatted 2.96 +/- acre parcel;
- The rezone request is to change the zoning for the entirety of the site to Agriculture/Rural Reserve (AG/RR) which is described by the County's Zoning Ordinance, Chapter 802, as follows:

The character of the Agriculture/Rural Reserve (AG/RR) District is defined as that which is primarily intended for agriculture uses including, but not limited to, row crop or livestock production, forages, pasture, forestry, single family residential uses associated with agriculture uses and limited, very low density, rural non-farm related single family uses and not in (major) subdivisions. Its purposes are to encourage the continuation of agriculture uses, along with the associated single family residential uses, to discourage the development of residential subdivisions and non-farm-related nonresidential uses, to protect the environmentally sensitive areas, such as floodplain and steep slopes, and to maintain the character of the surrounding neighborhood. Therefore, the number of uses permitted in the AG/RR District is limited. Some uses are conditionally permitted. The conditions placed on these uses are to insure their compatibility with the agriculture-related uses. The development of new non-farm residential activities proximate to known mineral resource deposits or extraction operations may be buffered by increased setback distance.

- The petition site is zoned Pre-Existing Business (PB). Petitioner use of the site has always been residential.
- The site is less than 15% slope (see Slope Map);
- The petition site is not located in FEMA Floodplain;
- There are no known karst areas;

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

Findings:

- See Findings under Section A and Section B;
- The surrounding parcels are zoned Agriculture/Rural Reserve (AG/RR). The adjacent parcel to the east is zoned Pre-Existing Business (PB);

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

Findings:

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

(E) Responsible development and growth.

Findings:

- See Findings under Section A, Section B, and Section C;
- According to the Monroe County Thoroughfare Plan, S Fairfax Rd is classified as a Major Collector;
- Driveway access is directly on to S Fairfax Rd;
- There is septic on site that is out of FEMA floodplain.

EXHIBIT ONE: Petitioner Letter

February 26, 2020

RECEIVED

FEB 27 2020

MONROE COUNTY PLANNING

To: Monroe County Planning Department

We would like to petition that our property located at 7995 S. Fairfax Rd, Bloomington, Indiana be rezoned. Rezoning would allow us to build a detached garage next to our home. This would also allow us to build an additional room onto our home sometime in the future.

Thank you for your consideration.

Ronnie and Joyce Hanson

Ronnie Hanson
Joyce Hanson

*I would like to Resonate the property to AG-RR
and Request a waiver of the Final Hearing*

Ronnie Hanson

EXHIBIT TWO: Site Plan



MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard:

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

Vendor #

If new vendor, enter 'NEW'

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:

Bids were open for this project. Midwest Maintenance was the lowest responsive and responsible bidder. This item is for the contract

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: freeman@co.monroe.in.us AND to the Commissioner's

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



STR BUILDING RESOURCES LLC
6640 PARKDALE PLACE, SUITE V
INDIANAPOLIS, IN 46254
T 262.253.4700
www.str-seg.com

May 28, 2020

Mr. Jeff Cockerill
Monroe County Government – County Attorney
100 W. 5th Street
Monroe County Courthouse
Bloomington, IN 47404

Re: Monroe County - Zietlow Justice Center Wall Repair Project
STRBR Project No. 14789

Dear Mr. Cockerill:

Proposals for the 2020 Wall Repair Project at Zietlow Justice Center were received at the Monroe County Attorney's Office until 10:00 a.m., local time, Wednesday, May 27, 2020. Three contractors submitted proposals for the exterior wall related work. Based upon the solicitation for proposals, review of the bids for completeness and response to the specifications and scope of work, it was determined that Midwest Maintenance Inc. was the apparent low bidder for the wall repair project.

We recommend that the following work be awarded to Midwest Maintenance Inc. for a combined total contract of **\$ 215,000.00**

Base Bid #1: Exterior Wall Repairs to the Zietlow Justice Center \$215,00.00

A typed copy of the bid tabulation sheet is attached for your use and reference.

Upon approval and award of the above recommendations, STR Building Resources will prepare the A.I.A. Contract between Midwest Maintenance Inc. and the Monroe County Government.

STR Building Resources would like to thank you and the Monroe County Government for your continued support and consideration. We look forward to an early and successful completion of the 2020 wall repair project.

Yours truly,
STR Building Resources LLC

Patrick Wells
Account Manager

Enclosures

Cc: John Buckner, STR-SEG

**DOCUMENT 00 41 00
BID SUPPLEMENT**

THE PROJECT AND THE PARTIES**1.01 TO:**

- A. Monroe County
 - 1. Attn: Mr. Jeff Cockerill, Monroe County Attorney
 - 2. Email: jcockerill@co.monroe.in.us

1.02 FOR:

- A. Exterior Envelope Repairs at Zietlow Justice Center, North, West and South Elevations
- B. STR-SEG Project No. 14789

1.03 DATE: 5/27/2020 (BIDDER TO ENTER DATE)**1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)**

- A. Bidder's Full Name: Midwest Maintenance, Inc.
 - 1. Address: 101 Fox Drive
 - 2. City, State, Zip: Piqua, OH 45356
 - 3. Phone: 937-773-9236
 - 4. E-mail Address: wjm@midwestmaintenance.com

1.05 OFFERS

- A. Bidder shall take note of *Section 01 21 00 - "Allowances"* for inclusions in the following Bid amounts.
- B. **Base Bid:** Having examined the Place of Work and all matters referred to in Instructions to Bidders and Contract Documents prepared by STR-SEG for the above-mentioned Project, we, the undersigned, hereby offer to enter into a Contract to perform Work for the Sum of:

- C. Two Hundred Fifteen Thousand Dollars and Zero Cents -----

dollars (\$ 215,000.00), in lawful money of the United States of America.

1.06 ACCEPTANCE

- A. These offers shall be open to acceptance and are irrevocable for 60-days from Bid closing date.
- B. If this Bid is accepted by Owner within the time period stated above, we will:
 - 1. Execute the Agreement within 7-days of receipt of Notice of Award.

1.07 CONTRACT TIME

- A. If this Bid is accepted, we will complete Work no later than September 30, 2020.

1.08 UNIT PRICES

A. The following are Unit Prices for specific portions of the Work as listed.

B. ITEM DESCRIPTION	UNIT QUANTITY	ITEM VALUE
1. Surface patching of limestone veneer panel	per square foot	\$ 350.00
2. Dutchman repair of limestone veneer panel	per square foot	\$ 1,000.00

1.09 CHANGES TO THE WORK

A. When Owner and Consultant establish that the method of valuation for Changes in Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:

1. 25 percent overhead and profit on the net cost of our own Work;
2. 15 percent on the cost of Work done by any subcontractor.

1.10 ADDENDA

A. The following Addenda have been received. The modifications to Bid Documents noted below have been considered and all costs are included in Bid Sum.

1. Addendum # 1 Dated 5/22/2020.
2. Addendum # Dated .

1.11 BID SUBMITTALS

A. The Undersigned shall submit, enclosed with this Bid Supplement form:

1. An executed Form 96 (Revised 2013), as prescribed by the Indiana State Board of Accounts, including:
 - a. Bidder's Financial Statement.
 - b. A signed Non-Collusion Affidavit.
2. The necessary Bid Bond, as specified in *Document 00 21 13 - "Instructions to Bidders"*.
3. Current rate sheet covering applicable personnel and equipment, including material purchase price mark-up.
4. The following documents, which are attached following this Bid Supplement form and are considered an integral part of Bid Supplement, and shall be submitted, enclosed with Bid Supplement:
 - a. *Document 00 43 36 - "Proposed Subcontractors Form"*: Include the names of subcontractors and the portions of Work they will perform.
 - b. *"Certificate as to Corporate Principal"*; fully executed.
 - c. *"Statement of Bidder's Qualification/Affirmative Action"*; fully executed.
 - d. *"E-Verify Affidavit"*; fully executed.

1.12 BID FORM SIGNATURE(S)

A. The Corporate Seal of

B. Midwest Maintenance, Inc.

C. (Bidder - print the full name of your firm)

D. was hereunto affixed in the presence of:

E. 

F. (Authorized signing officer, Title) William J. Meyer, President

(Seal)

G. 

H. (Authorized signing officer, Title) Angela M. Giguere, Secretary/Treasurer

1.13 IF BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF DOCUMENT

**DOCUMENT 00 43 36
PROPOSED SUBCONTRACTORS FORM**

PARTICULARS

1.01 Herewith is the List of subcontractors referenced in Bid submitted by:

1.02 (BIDDER) Midwest Maintenance, Inc.

1.03 TO: (OWNER) MONROE COUNTY

1.04 The following Work will be performed (or provided) by Subcontractors and coordinated by us:

LIST OF SUBCONTRACTORS

2.01 WORK SUBJECT N/A

A. SUBCONTRACTOR NAME _____

B. ADDRESS _____

C. PHONE-FAX-EMAIL _____

2.02 WORK SUBJECT N/A

A. SUBCONTRACTOR NAME _____

B. ADDRESS _____

C. PHONE-FAX-EMAIL _____

2.03 WORK SUBJECT N/A

A. SUBCONTRACTOR NAME _____

B. ADDRESS _____

C. PHONE-FAX-EMAIL _____

2.04 WORK SUBJECT N/A

A. SUBCONTRACTOR NAME _____

B. ADDRESS _____

C. PHONE-FAX-EMAIL _____

ACCEPTANCE OF SUBCONTRACTORS

3.01 If Owner has a reasonable and substantial objection to any subcontractor on this list, and refuses, in writing, to accept such person or organization, Bidder may, at their option, withdraw their Bid, or submit an acceptable substitute, with any adjustment to their Bid price occasioned by such substitution, for Owner's consideration.

END OF DOCUMENT

**DOCUMENT 00 01 10
TABLE OF CONTENTS**

PROCUREMENT AND CONTRACTING REQUIREMENTS

1.01 DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

- A. 00 01 10 - Table of Contents
- B. 00 01 15 - List of Drawing Sheets
- C. 00 11 13 - Notice to Bidders
- D. 00 21 13 - Instructions to Bidders
- E. 00 41 00 - Bid Supplement
 - 1. INSERT - Certificate as to Corporate Principal
 - 2. INSERT - Statement of Bidder's Qualification/Affirmative Action
 - 3. INSERT - E-Verify Affidavit
- F. 00 43 36 - Proposed Subcontractors Form
- G. 00 50 00 - Contracting Forms and Supplements
- H. 00 73 00 - Supplementary Conditions

SPECIFICATIONS

2.01 DIVISION 01 -- GENERAL REQUIREMENTS

- A. 01 10 00 - Summary of Work
- B. 01 20 00 - Price and Payment Procedures
- C. 01 21 00 - Allowances
- D. 01 22 00 - Unit Prices
- E. 01 30 00 - Administrative Requirements
 - 1. INSERT – Materials List and Descriptions form
- F. 01 40 00 - Quality Requirements
- G. 01 42 16 - Definitions
- H. 01 50 00 - Temporary Facilities and Controls
- I. 01 60 00 - Product Requirements
- J. 01 70 00 - Execution and Closeout Requirements

2.02 DIVISION 03 -- CONCRETE

- A. 03 01 00 - Maintenance of Concrete

2.03 DIVISION 04 -- MASONRY

- A. 04 42 00 - Maintenance of Exterior Stone Cladding

2.04 DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

- A. 07 19 00 - Clear Penetrating Sealer
- B. 07 90 05 - Joint Sealers

2.05 DIVISION 09 -- FINISHES

- A. 09 97 00 - Exterior Paint Finishes

END OF DOCUMENT

DOCUMENT 00 01 15
LIST OF DRAWINGS
BOUND HEREIN

TITLE	SHEET NUMBER
COVER SHEET	
ELEVATION REFERENCE PLAN	ER-1
NORTH ELEVATION	EL-1
PARTIAL WEST ELEVATION	EL-2
PARTIAL WEST ELEVATION	EL-3
SOUTH ELEVATION	EL-4
ELEVATION DETAIL	D-1

END OF DOCUMENT

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Eighth day of June in the year Two Thousand Twenty
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Monroe County Commissioners
100 West Kirkwood Avenue
Bloomington, IN 47404
Telephone Number: 812-349-2525

and the Contractor:
(Name, legal status, address and other information)

Midwest Maintenance, Inc.
101 Fox Drive
P.O. Box 1203
Piqua, OH 45356
Telephone Number: 937-773-9236

for the following Project:
(Name, location and detailed description)

Monroe County-Zietlow Justice Center Exterior Envelope Repairs
301 N. College Avenue
Bloomington, Indiana
Repairs on the North, West and South Elevations

The Architect:
(Name, legal status, address and other information)

STR Building Resources, LLC
N89W16785 Appleton Avenue
Suite 201
Menomonee Falls, Wisconsin 53051
Telephone Number: 262-253-4700

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

(Paragraph Deleted)

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ [X] The date of this Agreement.

☐ [] A date set forth in a notice to proceed issued by the Owner.

☐ [] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

Init.

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☒ By the following date: September 30, 2020

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Fifteen Thousand Dollars and Zero Cents (\$ 215,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item
None

Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item
None

Price

Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item

Price

Cash allowance for remediation of latent conditions or other intangibles, during the course of Work, upon Owner's instructions

Ten Thousand Dollars (\$10,000.00)

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

Surface patching of limestone veneer panel

SF

\$350.00

Dutchman repair of limestone veneer panel

SF

\$1,000.00

Changes to the Work: Overhead and profit on the net cost of our own Work

PERCENTAGE

25%

On the cost of Work done by any

PERCENTAGE

15%

Subcontractor

§ 4.5 Liquidated damages, if any:

Init.

(Insert terms and conditions for liquidated damages, if any.)

None

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

None

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

(Paragraph Deleted)

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the twenty-eighth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- 1 That portion of the Contract Sum properly allocable to completed Work;
- 2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- 3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- 1 The aggregate of any amounts previously paid by the Owner;
- 2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- 3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- 4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- 5 Retainage withheld pursuant to Section 5.1.7.

Init.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Retainage of five percent (5%) of the full Contract amount or ten percent (10%) of fifty percent (50%) of the Contract amount shall be withheld on each Application for Payment.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

None

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

None

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

None

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

0 % zero

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

Init.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Jeff Cockerill
100 West Kirkwood Avenue
Bloomington, IN 47404
Telephone Number: 812-349-2525
Email Address: jcockerill@co.monroe.in.us

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

W. Jeff Meyer
101 Fox Drive
Piqua, OH 45356
Telephone Number: 937-773-9236
Email Address: wjm@midwestmaintenance.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

Init.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Applicable email addresses are provide in Article 8.

§ 8.7 Other provisions:

None

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
(Paragraph Deleted)

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
See Exhibit "B", attached		

.6 Specifications

Section	Title	Date	Pages
See Exhibit "B", attached			

.7 Addenda, if any:

Number	Date	Pages
#1	May 22, 2020	1+attachment

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☒ Supplementary and other Conditions of the Contract:

Document
00 73 00

Title
Supplementary General
Conditions to the AIA
A201-2017

Date

Pages
2

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Contractor's Form of Proposal, Exhibit "A", attached
Specification Manual Table of Contents, Exhibit "B", attached
This Agreement

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

William J. Meyer, President
(Printed name and title)

Init.

/

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:31:48 ET on 06/08/2020.

PAGE 1

AGREEMENT made as of the Eighth day of June in the year Two Thousand Twenty

...

Monroe County Commissioners
100 West Kirkwood Avenue
Bloomington, IN 47404
Telephone Number: 812-349-2525

...

Midwest Maintenance, Inc.
101 Fox Drive
P.O. Box 1203
Piqua, OH 45356
Telephone Number: 937-773-9236

...

Monroe County-Zietlow Justice Center Exterior Envelope Repairs
301 N. College Avenue
Bloomington, Indiana
Repairs on the North, West and South Elevations

...

STR Building Resources, LLC
N89W16785 Appleton Avenue
Suite 201
Menomonee Falls, Wisconsin 53051
Telephone Number: 262-253-4700

PAGE 2

EXHIBIT A—INSURANCE AND BONDS

...

[X] The date of this Agreement.

PAGE 3

[X] By the following date: September 30, 2020

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Fifteen Thousand Dollars and Zero Cents (\$ 215,000.00), subject to additions and deductions as provided in the Contract Documents.

...

None

...

None

...

Cash allowance for remediation of latent conditions or other intangibles, during the course of Work, upon Owner's instructions

Ten Thousand Dollars (\$10,000.00)

Surface patching of limestone veneer panel
Dutchman repair of limestone veneer panel
Changes to the Work: Overhead and profit on the net cost of our own Work
On the cost of Work done by any Subcontractor

<u>SF</u>	<u>\$350.00</u>
<u>SF</u>	<u>\$1,000.00</u>
<u>PERCENTAGE</u>	<u>25%</u>
<u>PERCENTAGE</u>	<u>15%</u>

PAGE 4

None

...

None

...

§ 5.1.2 ~~The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:~~

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the twenty-eighth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above,

payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

PAGE 5

Retainage of five percent (5%) of the full Contract amount or ten percent (10%) of fifty percent (50%) of the Contract amount shall be withheld on each Application for Payment.

...

None

...

None

...

None

...

0 % zero

PAGE 6

[X] Litigation in a court of competent jurisdiction

...

Jeff Cockerill
100 West Kirkwood Avenue
Bloomington, IN 47404
Telephone Number: 812-349-2525
Email Address: jcockerill@co.monroe.in.us

...

W. Jeff Meyer
101 Fox Drive
Piqua, OH 45356
Telephone Number: 937-773-9236
Email Address: wjm@midwestmaintenance.com

PAGE 7

Applicable email addresses are provide in Article 8.

...

None

...

~~.2 AIA Document A101™ 2017, Exhibit A, Insurance and Bonds~~

...

See Exhibit "B", attached

...

See Exhibit "B", attached

...

#1

May 22, 2020

1+attachment

...

[X] Supplementary and other Conditions of the Contract:

PAGE 8

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Supplementary General
Conditions to the AIA
A201-2017

2

...

Contractor's Form of Proposal, Exhibit "A", attached

...

Specification Manual Table of Contents, Exhibit "B", attached

...

This Agreement

...

William J. Meyer, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, James B. Clark, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:31:48 ET on 06/08/2020 under Order No. 1007470129 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: _____

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

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:

Person Presenting: _____

Department: _____

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

Attorney who reviewed: _____

Resolution 2020-29
A Resolution to Approve an Interlocal Agreement with the Monroe County Township Trustees Association

Come now the Monroe County Board of Commissioners ("Commissioners"), who wish to approve an Interlocal Agreement and state the following:

WHEREAS, due to COVID-19, the Commissioners began conversations with various Township Trustees in Monroe County about the long-term effects and financial hardships that their residents may experience; and

WHEREAS, the Township Trustees have formed and organized as the Monroe County Trustees Association ("Association") to coordinate and collaborate; and

WHEREAS, the Commissioners and the Association desire to enter into an Interlocal Agreement to serve the interests of the residents of Monroe County who have been financially and negatively impacted by COVID-19.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA, AS FOLLOWS:

We find that the attached Interlocal Agreement, which is incorporated herein as "Exhibit A" is necessary to serve the residents of Monroe County who may be impacted by COVID-19 from now until the end of 2020, and this Interlocal promotes the public interest. We hereby approve the Interlocal Agreement.

Approved this 17th day of June, 2020, by the Board of Commissioners of Monroe County, Indiana.

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens, Member

Penny Githens, Member

ATTEST:

Catherine Smith, Auditor

**INTERLOCAL COOPERATION AGREEMENT BETWEEN MONROE COUNTY AND
TOWNSHIP GOVERNMENTS TO DELIVER RELIEF FROM IMMEDIATE AND LONGER-TERM
COVID-19 ECONOMIC IMPACTS**

WHEREAS, Monroe County Government (“Monroe County”) and its various elected and appointed officers serve all residents of Monroe County, Indiana; and,

WHEREAS, Township Executives (“Townships”), provided for by Indiana Code 36-6-4 et seq., are charged with broad and varied responsibilities within their individual jurisdictions within Monroe County, including providing for financial assistance and other aid to residents within their jurisdictions under Indiana Code 12-20 and 12-30-4; and

WHEREAS, the Townships in Monroe County¹ previously organized as the “Monroe County Trustees Association” (“Association”), secured an Employer Identification Number (“EIN”), elected an organizational structure and voted on officers (including a President, Vice-President, and a Secretary/Treasurer), and maintain a bank account for their purposes; and

WHEREAS, Monroe County and its various elected and appointed officers are – among other duties – charged with assessing property, collecting and distributing real and personal property taxes, enforcing local and state laws, prosecuting violations of those local and state laws, operating a court-system for all civil and criminal matters in Monroe County, Indiana and operating public buildings including a local correctional center; and

WHEREAS, in the course of carrying out their wide-ranging statutory duties Monroe County and the Townships touch the lives of and operate in service to the same residents; and

WHEREAS, Monroe County and the Townships recognize that the 2019 Novel Coronavirus (COVID-19) pandemic and public health emergency created by COVID-19 has negatively affected and challenged the residents of Monroe County in many ways, including financially and economically; and

WHEREAS, the impacts of COVID-19 may likely not be felt for many months, due to closures of courts, cessations of enforcement actions and evictions for a period of time, delays of utility bills, and similar freezes that were necessary due to COVID-19; and

WHEREAS, residents of Monroe County, Indiana will eventually face the realities of taxes, fees, rents, bills, and possible penalties for late or non-payment, but may not have the financial means to handle those realities and the impact may occur after the Governor of Indiana’s Executive Orders have ended; and

WHEREAS, when those residents, served by Monroe County and the Townships, face financial burdens they may look to relief from Monroe County and the Townships, whether in the form of statutorily-allowed financial assistance from Townships or relief from enforcement of local and state laws and penalties by Monroe County; and

¹ Including those from the following Townships: Bean Blossom, Benton, Bloomington, Clear Creek, Indian Creek, Perry, Polk, Richland, Salt Creek, Van Buren, and Washington.

WHEREAS, the Monroe County Board of Commissioners (“Commissioners”) and the Association wish to use the interlocal cooperation authority statutorily granted to units of government by Indiana Code 36-1-7 et seq. collaborate in service to all residents of Monroe County; and

WHEREAS, the Commissioners and the Association each vow to use the authority to do *“what is necessary and desirable in the conduct of its affairs **even though not specifically granted by statute**”*, provided by Home Rule and granted pursuant to Indiana Code 36-1-3 et seq., to proactively assist and improve outcomes for those residents, and to reduce harm, which should result in benefits to Monroe County and the Townships.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

I. Purpose and Duration of Agreement

The Monroe County Board of Commissioners (“Commissioners”) and the Monroe County Trustees Association (“Association”) agree to enter into this Interlocal Agreement for the purpose of delivering COVID Relief Funds (“Funds”) to residents of Monroe County negatively impacted by the novel Coronavirus (COVID-19). This Agreement shall be in effect from the date of signature by both the County and the Association and approval by the Monroe County Council, and until December 31, 2020, unless extended by mutual, written agreement of the parties.

Funds may be granted by the Association only upon a written request of one of the Townships, which is a member of the Association, and only if one of the following conditions is met:

- (1) The requesting Township has exhausted all of its available assistance dollars;
- (2) The requesting Township determines a COVID-19-related need exists for one of its residents and wishes to provide assistance to the resident, but the need exceeds the dollar amount the Township may normally provide, per the Township’s Guidelines; or
- (3) The Township determines a COVID-19-related need exists, which is not eligible per the Township’s Guidelines.

II. Transfer of Funds from Monroe County Government to the Association

Monroe County shall transfer a total amount not to exceed One Hundred Thousand Dollars (\$100,000) to the Association. Rainy Day Funds in that amount, have already been appropriated by the Monroe County Council (“Council”), due to the COVID-19 pandemic.

Per local Ordinance, Monroe County’s Rainy Day Funds may be used to cover expenses related to emergencies and unforeseen circumstances for which no other funding source exists. The Commissioners and Council find that COVID-19 and its long-reaching and detrimental impacts on Monroe County residents is just such an emergency and was definitely unforeseen. The Funds shall be distributed to the Association, who will serve as the fiscal agent for the Funds and will hold the Funds in the Association bank account and provide reporting, as required by Paragraph IV, below. The Association shall provide the same legal and financial stewardship and fiscal responsibility over the Funds as is required of other Township dollars, which are audited by the State Board of Accounts.

The Funds shall be distributed in increments of Twenty Five Thousand Dollars (\$25,000), with the first installment being made by the Monroe County Auditor on or before June 30, 2020. Prior to December 31, 2020, or later if this Agreement is extended, the Association may request up to three (3) additional installments of Twenty Five Thousand Dollars (\$25,000) to be paid to the Association, by the Monroe County Auditor, as needed, up to the total of One Hundred Thousand Dollars (\$100,000). The Monroe County Auditor shall require each installment to go through the normal claims process followed by Monroe County Government and required by the State Board of Accounts.

III. Disbursement of Funds from Townships to Applicants

The Association shall choose three (3) of its members to serve as a COVID Committee. The three members may rotate and change, as needed, based upon the discretion of the Association's President. No request made by a Township may be approved, unless two of the three members of the COVID Committee votes positively in support of the request.

IV. Accounting and Reporting of Expenditures of Funds from Townships to Monroe County

At least once each month, a representative of the Association shall attend a public meeting of the Commissioners' and report to the Commissioners which Townships have received Funds. A copy of each written Township request approved by the COVID Committee shall be provided to the Commissioners at the public meeting, which shall be made a part of the written record and minutes of the Commissioners' meeting. Such record shall be kept by the Monroe County Auditor.

Executed and Approved by the Monroe County Board of Commissioners

"YEAS"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens, Commissioner

Penny Githens, Commissioner

ATTEST:

Catherine Smith, Monroe County Auditor

Executed and Approved by Monroe County Township Trustee Association

Kim Alexander, President

*Approved by the Monroe County Council, in lieu of sending to the Indiana Attorney General, as required
by Indiana Code 36-1-7 et seq.*

“AYES”

Eric Spoonmore, President

Kate Wiltz, President Pro Tempore

Trent Deckard, Member

Marty Hawk, Member

Geoff McKim, Member

Cheryl Munson, Member

Peter Iversen, Member

“NAYS”

Eric Spoonmore, President

Kate Wiltz, President Pro Tempore

Trent Deckard, Member

Marty Hawk, Member

Geoff McKim, Member

Cheryl Munson, Member

Peter Iversen, Member

Attest: _____
Catherine Smith, Auditor – Monroe County, Indiana Monroe County, Indiana

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: June 17, 2020

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

Resolution 2020- 30; A resolution approving Food and Beverage
Emergency Grants

Vendor #

If new vendor, enter 'NEW'

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: Food and Beverage Tax Fund

Fund Number 4932

Amount: 5,000

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 item will cover the third round of grants necessitated by the COVID 19 emergency. These grants are being reviewed in accordance with the Food and Beverage Grant policy approved by the Commissioners on April 15, 2020. Grant recommendations are being confirmed at this point.

Person Presenting: Jeff Cockerill

Department: Legal

Attorney who reviewed: Jeff Cockerill

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

Submitted by: Jeff Cockerill

Date: 6/16/2020

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

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RESOLUTION 2020 –30

**A RESOLUTION APPROVING FOOD AND BEVERAGE FUND GRANT
RECOMMENDATIONS**

WHEREAS, due to the COVID-19 Health Emergency, local business established a petition requesting the use of Food and Beverage Tax Funds to support local tourism related businesses; and,

WHEREAS, the Monroe County Commissioners requested from the Monroe County Food and Beverage Advisory Commission approval to use up to \$400,000 from this fund to support local tourism related businesses that have been materially harmed by the COVID-19 emergency; and,

WHEREAS, on April 14, 2020, the Monroe County Council approved an appropriation of \$200,000 to support local tourism related businesses that have been materially harmed by the COVID-19 emergency; and,

WHEREAS, on April 15, 2020, the Monroe County Commissioners approved the policy, based upon State Board of Accounts guidance, for the use of the Food and Beverage Fund support; and,

WHEREAS, on May 12th, the Monroe County Council approved an additional appropriation of \$100,000 to support local tourism related businesses that have been materially harmed by the COVID-19 emergency; and,

WHEREAS, the Monroe County Board of Commissioners have received written advice from Counsel that the expenditure has a legitimate government purpose and is acceptable under Indiana Code during the current emergency declaration; and,

WHEREAS, the Monroe County Board of Commissioners have followed the policy and have reviewed the recommendations of individual Commissioners and find some appropriate for funding.

NOW, THEREFORE, the Monroe County Commissioners approves the following grants:

The Black Sheep Boutique Co, LLC	\$5,000
Total	\$5,000

The Commissioners have reviewed the grant agreements and authorize its President to execute such agreements. Funding is contingent on each grantee executing the agreement and providing the necessary transactional documents, including a W-9 to the Monroe County Auditor.

Adopted this 17th day of June, 2020.

MONROE COUNTY BOARD OF COMMISSIONERS

“YEAS”

“NAYS”

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens, Commissioner

Penny Githens, Commissioner

ATTEST:

Catherine Smith, Monroe County Auditor

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: June 17, 2020

Item for Formal Meeting? ☒
(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐
(Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda:
Include VENDOR's Name in title if appropriate

Agreement with HFI to replace 24 year old air conditioning unit at the Highway Garage

Vendor #

014295

If new vendor, enter 'NEW'

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: Either MVH or CCD

Fund Number 1176 or 1138

Amount: \$22,350

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

Executive Summary:

This agreement provides for the removal/disposal of the current 25 year old failing system and provides a new unit with installation.

Person Presenting: Angie Purdie

Department: Board of Commissioners

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

Submitted by:

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

June 10, 2020

Mr. Jerry Appleberry
Monroe County Commissioners
100 West Kirkwood Avenue
Bloomington, IN 47404-5140

RE: Highway Department System Replacement

Dear Jerry:

Harrell-Fish, Inc. will provide all necessary labor and material to complete the following scope of work for the proposed price of **\$22,350.00.**

Inclusions:

1. Remove and dispose of the existing condensing unit, air handler and duct heater.
2. Furnish and install one (1) new 7.5-ton air handler. The unit will come with an economizer for free cooling and fresh air. The unit will also have a motor master.
3. Furnish and install one (1) new 250,000btu natural gas duct heater.
4. Furnish and install one (1) new 7.5-ton condensing unit. The unit will come with hair guards.
5. Furnish and install all necessary material to connect new air handler to the existing electrical wiring, duct, condensate drain piping and refrigeration piping.
6. Furnish and install all necessary material to connect new duct heater to the existing gas piping, flue piping, duct and electrical wiring.
7. Furnish and install all necessary material to connect new condensing unit to the existing electrical wiring and refrigeration piping.
8. Bring system up to proper charge.
9. Startup.
10. Lift Rental.

Exclusions:

1. Overtime/Shift Work.
2. Sales Tax.

All payments made with credit card will incur a 3% charge added to the quoted price. Please note that this proposal is valid for 30 days. Thank you for the opportunity to work with you on this project. Please let me know if you have any questions or concerns.

Sincerely,

Harrell-Fish, Inc.

Aaron Wagoner

Aaron Wagoner
Account Manager

Approved By: _____
Sign and Date