



# MONROE COUNTY COMMISSIONERS

Julie Thomas, President  
Penny Githens, Vice President  
Lee Jones

Monroe County Courthouse, Room 323  
100 W Kirkwood Avenue  
Bloomington, Indiana 47404  
Office: 812-349-2550

## COMMISSIONERS' MEETING AGENDA Wednesday, February 23, 2022 at 10:00 am MEETING CONNECTION VIA ZOOM

<https://monroecountyin.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUwV3RoeDFldG5GUT09>

Meeting ID: 843 5333 7265 Password: 162537 Dial by your location: 1 312 626 6799 US (Chicago)

- The public's video feed will be turned off by the Technical Services Department meeting administrator.
- The public will be able to listen and record.
- The public should raise their hand if they wish to speak during the public comment period.

\* \* \* \* \*

*"Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Monroe County, should contact the Monroe County Title VI Coordinator, Angie Purdie, (812) 349-2550, [apurdie@co.monroe.in.us](mailto:apurdie@co.monroe.in.us), as soon as possible, but no later than forty-eight (48) hours before the scheduled event. Individuals requiring special language services should, if possible, contact the Monroe County Title VI Coordinator at last seventy-two (72) hours prior to the date on which the services will be needed. The meeting is open to the public."*

**1. CALL TO ORDER BY COMMISSIONER THOMAS**

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**2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER THOMAS**

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**3. DEPARTMENT UPDATES**  
Health – Penny Caudill

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**4. PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker)**

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**5. APPROVAL OF MINUTES**  
February 16, 2022

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**6. APPROVAL OF CLAIMS DOCKET**  
Accounts Payable - February 23, 2022  
Payroll – February 25, 2022

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**7. REPORTS**  
Treasurer's – January 2022

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**8. NEW BUSINESS**

- A. RATIFICATION OF MICHAEL CHAMBLEE AGREEMENT FOR 302 S. WALNUT STREET** **18**  
**Amount:** \$3,750  
**Presenter:** Greg Crohn

Interior Room additions and modifications to existing interior rooms at 302 S. Walnut for Election Operations, require design plans be drawn for local permitting, possible submission to the State for a Construction Design Release (CDR), and for use by contractors. Fee for basic services is \$3750.00. This agreement was approved during the February 16, 2022, Commissioners' work session.

- B. RATIFICATION OF B-TECH LLC ACCESS CONTROL AGREEMENT FOR 302 S. WALNUT STREET** **21**  
**Amount:** \$5,979.30  
**Presenter:** Greg Crohn

Increased entry door security is warranted at the location to be used by Election Operations (302 S. Walnut St.) This request is to ratify the B-Tech Access Control proposal signed on 11 Feb 2022. Work includes installing swipe access readers on one (1) main entry door, one (1) rear entry door, one (1) swipe reader with keypad combo (for 2-point authentication) on ballot room door, and all supporting hardware and electronic components.

- C. ELITE ELECTRICAL AGREEMENT FOR 302 S. WALNUT STREET** **28**  
**Amount:** \$7,500  
**Presenter:** Greg Crohn

This is a request to approve the Elite Electric LLC quote for the supply and installation of eight (8) exterior lights, one (1) photocell, and two (2) electrical drops with junction boxes to power ADA compliant door openers that will be installed at a later date.

- D. VANHORN TINT & ACCESSORIES FOR 302 S. WALNUT STREET** **30**  
**Amount:** \$4,964  
**Presenter:** Greg Crohn

Due to glare, heat, and security concerns with the large windows at Election Operations, window treatments are necessary. Based on the large size and number of the windows, reflective film was determined to be the most cost effective solution. This request is to approve the quote from VanHorn Tint & Accessories to install reflective film on all windows and glass doors at that location.

- E. INDIANA FAMILY HEALTH COUNCIL TITLE X GRANT AMENDMENT** **32**  
**Fund Name:** Futures (Title X)  
**Fund Number:** 8126  
**Amount:** \$1,850  
**Presenter:** Penny Caudill

The IFHC is awarding an additional \$1850 to the MCHD/Futures Clinic to build Telehealth capacity. This is an amendment to the current grant, which runs through March 31, 2022.

**F. APPROVAL OF THE 2022 ELECTION DAY PROPOSED POLLING SITES 36**  
**Presenter:** Tressia Martin

Requesting the Commissioners' approval on the proposed 2022 Election Day poll sites.

**G. BLUESTONE, LLC RETAINER AGREEMENT FOR TREE REMEDIATION AND REMOVAL. 38**  
**Fund Name(s):** County General and Parks Non-reverting  
**Fund Number (s):** 1000 and 1179  
**Amount:** Not to exceed \$20,000  
**Presenter:** Kelli Witmer

On 02-16-22, the Monroe County Parks and Recreation Board approved a revision to the Department's tree inventory, risk assessment, and removal policy (see attached).  
On 02-16-22, the MCPR Board approved a Retainer Agreement with Bluestone, LLC in the amount not to exceed \$20,000. This Retainer Agreement will allow Monroe County the ability to have a professional tree company on retainer that possess the appropriate large equipment and *staff* to safely and quickly perform tree remediation or removal.  
Please make note of Exhibit "A", the U.S. Fish & Wildlife Service Forest Management Guidelines for Avoiding Incidental Take of Indiana Bats and Northern Long-eared Bats within the State of Indiana.

**H. GRABER POST BUILDINGS, INC FOR KARST FARM PARK COMMONS BUILDING 46**  
**Fund Name:** Parks Non- reverting  
**Fund Number:** 1179 & 1178  
**Amount:** Not to exceed \$28,453  
**Presenter:** Kelli Witmer

On February 16, 2022, the Monroe County Parks and Recreation Board approved to hire Graber Post buildings, Inc. to upgrade the exterior of the Karst Farm Park Commons Building. The upgrades include, siding, soffit, fascia, trim (2) entry doors and frames. A new roof was installed January 2020.

**I. F & E PAYMENTPROS AGREEMENT FOR 2022 TAX STATEMENTS 52**  
**Fund Name:** County General  
**Fund Number:** 1000  
**Amount:** \$3,565  
**Presenter:** Jessica McClellan

Agreement with F&E PaymentPros for annual support, software license, and hardware maintenance for EZ Scan. The EZ Scan scanner and software processes tax payments. The annual maintenance contract increased beginning in 2022. It is \$3,565/year.

- J. RATIFICATION OF L & D MAIL MASTERS AGREEMENT FOR 2022 TAX STATEMENTS** **58**  
**Fund Name:** County General  
**Fund Number:** 1000  
**Amount:** Not to exceed \$38,000  
**Presenter:** Jessica McClellan

L&D Mail Masters will print and mail tax bills for 2022 property taxes. This contract is for the printing and processing of the tax bills and the postage due to USPS, but paid through L&D Mail Masters.  
 Service Contract: \$14,746.27  
 Postage: \$22,400  
 -----  
 Total: \$37,146.27

Postage is an estimate based on last year's mailing and increase in postage costs. Monroe County will receive a second postage billing after the mailing is complete. Total amount of contract includes an additional \$850.00 for postage. This agreement was approved during the February 16, 2022, Commissioners' work session.

- K. SIDWELL AGREEMENT FOR GIS PARCEL FABRIC INTEGRATION PROJECT** **67**  
**Fund Name:** Auditor's Ineligible Deductions  
**Fund Number:** 1216  
**Amount:** \$89,100  
**Presenter(s):** Susie Johnson and Trohn Enright-Randolph

The Parcel Fabric Integration Project is a new way of organizing parcel data and related layers. It will allow the County GIS to better align tax parcels to other layers like subdivisions, section lines and more. The Parcel Fabric will be used to better align the parcels to what's on the ground and to preserve parent-child relationships during parcel splits, etc. This request to contract Sidwell to create this fabric and integrate it into the existing County GIS.

- L. TERRY QUILLMAN CONSULTING SERVICES FOR HIGHWAY STORMWATER** **86**  
**Fund Name:** Stormwater  
**Fund Number:** 1197  
**Amount:** \$100 per hour/only as needed  
**Presenter:** Lisa Ridge

This agreement is for Consulting Services with Terry Quillman within the Stormwater division of the department. The services are described in Exhibit A. Mr. Quillman's services will only be used as needed for certain projects and developments. The Stormwater Management Board approved the agreement on February 9, 2022.

**M. RESOLUTION 2022-09; APPROVING SERVICE AGREEMENTS 93**  
**Presenter:** Jeff Cockerill

Due to an ongoing project to document that all service agreements are approved in accordance with Monroe County Code section 266-5, a number of service agreements have been identified that require County Commissioner’s approval at a public meeting.

**N. ORDINANCE 2022-02; AMEND ZONING ORDINANCE CHAPTER 814 – PERMITS AND CERTIFICATES 121**  
**Presenter:** Jackie Nester Jelen

The purpose of the text amendment to Chapter 814 is to amend the criteria for an Improvement Location Permit to require a permit prior to changing the use of a building, structure or lot. In addition, the amendment adds clarity under the "Application for Land Use Certificate" to require application by way of an online permitting website, adds requirements for commercial sites to have additional as-builts (at Administrator's discretion) and survey stakes surrounding sensitive land features/stormwater facilities. Lastly, the amendment allows for a "Conditional" Land Use Certificate if the only improvement remaining is the landscaping to accommodate seasonality of the planting season in Monroe County, IN.

**O. ORDINANCE 2022-03; AMEND ZONING ORDINANCE CHAPTER 802- ZONES AND PERMITTED USES 130**  
**Presenter:** Jackie Nester Jelen

The purpose of this text amendment is to add "Scrap Metal Processing Facility" as a permitted use only in the Heavy Industrial (HI) zone. The amendment will include a definition that is aligned with the Indiana State Statute, and also places standards on the permitted use, which includes the following: "The facility is accessed and served by road infrastructure sufficient to safely transport scrap metal by truck bed, trailer, or semi-trailer and is sufficiently buffered by natural objects, plantings, fences, or other appropriate means so it is substantially screened from the main-traveled way of the system. The outdoor storage area shall be limited to 100,000 square feet or less and be located in an area that complies with the buildable area provision in Chapter 804-4(E)." The need for this text amendment is due to the fact that scrap metal recycling is not considered solid waste by IDEM or the Solid Waste District, and therefore, there is a gap in our ordinance. If a business desires to change their use to the Scrap Metal Processing Facility use, they would have to meet the requirements of the ordinance proposed here, and apply for a site plan that is reviewed by Stormwater, Highway, Planning, and Health Departments.

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**9. APPOINTMENTS**

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**10. ANNOUNCEMENTS**

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**11. ADJOURNMENT**



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Penny Githens, Vice President  
Lee Jones

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## COMMISSIONERS' MEETING SUMMARY MINUTES Wednesday, February 16, 2022 at 10:00 am MEETING CONNECTION VIA ZOOM

### Members

Julie Thomas, President- Present, **Virtual**  
Penny Githens, Vice President -Present, **Virtual**  
Lee Jones, Present- **Virtual**

### Staff

Angie Purdie, Commissioners' Administrator – Present-**Virtual**  
Jeff Cockerill, Legal Counsel- Present- **Virtual**

#### 1. CALL TO ORDER BY COMMISSIONER THOMAS

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#### 2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER JONES

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#### 3. DEPARTMENT UPDATES Health – Penny Caudill

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#### 4. PUBLIC COMMENT- *For items NOT on the agenda (limited to 3 minutes per speaker)*

[Donovan Garletts, Monroe County resident - Mask Mandate](#)

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**5. APPROVAL OF MINUTES**

February 9, 2022

Githens made motion to approve. Jones seconded.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried 3-0.

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**6. APPROVAL OF CLAIMS DOCKET**

Accounts Payable – February 16, 2022

Githens made motion to approve. Jones seconded.

No public comment.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried 3-0.

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**7. REPORTS**

None

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**8. NEW BUSINESS**

**A. MIDWEST PRESORT AGREEMENTS**

**Fund Name:** Reassessment

**Fund Number:** 1224

**Amount:** Not to exceed ~~\$39,090.87~~ **\$41,000**

**Presenter:** Judith Sharp

We are seeking approval for three separate Service Agreements with Midwest Presort.

1) Postage and Handling for mailing of 2022 Annually Assessed Mobile Home Form 2's - All Townships  
Estimated in the amount of \$1,019

2) Postage and Handling for mailing of 2022 Personal Property Mailing - All Townships  
Estimated in the amount of \$2855

3) Postage, Handling and Services for Printing, Inserting and Mailing of 2022 Form 11's - All Townships  
Estimated in the amount of Postage \$21,588.57 /Service Fees \$13,628.30 = \$35,216.87

Githens made motion to approve. Jones seconded.

Thomas made motion to amend amount “not to exceed \$41,000”. Jones seconded.  
Cockerill called roll on amendment.  
Thomas – yes  
Githens – yes  
Jones – yes  
Motion carried 3-0.

No public comment.  
Cockerill called roll.  
Thomas – yes  
Githens – yes  
Jones – yes  
Motion carried 3-0.

**B. LEXISNEXIS AGREEMENT RENEWAL**

**Fund Name:** Misdemeanant  
**Fund Number:** 1175-31390-000  
**Amount:** \$ 401/per month  
**Presenter:** Sam Crowe

The Monroe County Correctional currently uses LexisNexis services in pursuant to the Prison Solution Order that allows the facility to use selected information relevant to its needs in exchange for a fixed monthly commitment. Our current agreement ends on 2/28/2022 and we need to renew the agreement by 3/1/2022 for the following three years, 2022- 2025. We currently pay \$401.00 a month for this service.

Githens made motion to approve. Jones seconded.  
No public comment.  
Cockerill called roll.  
Thomas – yes  
Githens – yes  
Jones – yes  
Motion carried 3-0.

**C. APPROVAL OF THE FISCAL YEAR 2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT**

**Fund Name:** County General  
**Fund Number:** 1000  
**Grant Amount:** \$53,179  
**Presenter:** Kate Petrolina

Monroe County Emergency Management has been awarded the 2021 Emergency Management Performance Grant through the Indiana Department of Homeland Security. This is the Emergency Management Department's annual grant that partially reimburses Monroe County for the salaries of the Director and Deputy Director positions. The awarded amount is \$53,179.00. We are requesting the Commissioners’ approval and signature for the grant agreement.

Githens made motion to approve. Jones seconded.  
No public comment.  
Cockerill called roll.

Thomas – yes  
Githens – yes  
Jones – yes  
Motion carried 3-0.

**D. RATIFICATION OF B-TECH LLC FIRE ALARM SYSTEM**

**Fund Name/Number:** TBD  
**Amount:** \$4,052.23  
**Presenter:** Greg Crohn

Due to upcoming changes in use and occupancy of the building, it is necessary to implement additional Fire Alarm hardware to meet state/local building codes at the location to be used by Election operations (302 S. Walnut St.). This request is to ratify the B-Tech Fire Alarm Proposal signed on 11 Feb 2022. Vendor will be installing a manual fire alarm system, utilizing existing smoke detectors and some wiring. Any additional wiring required is not covered under this proposal.

Githens made motion to approve items D, E, F & G. Jones seconded.  
No public comment.  
Cockerill called roll.  
Thomas – yes  
Githens – yes  
Jones – yes  
Motion carried 3-0.

**E. RATIFICATION OF B-TECH LLC SECURITY AGREEMENT**

**Fund Name/Number:** TBD  
**Amount:** \$1,206.21  
**Presenter:** Greg Crohn

The use of intrusion alarms has been deemed appropriate for the Election operations at 302. S. Walnut St. This request is to ratify the B-Tech Security system proposal signed on 11 Feb 2022. B-Tech will be utilizing three existing motion sensors, existing door sensors and the attached wiring. Any additional wiring required is not covered under this proposal.

**F. RATIFICATION OF B-TECH LLC WIRING AGREEMENT**

**Fund Name/Number:** TBD  
**Amount:** \$2500  
**Presenter:** Greg Crohn

For all scopes of work related to Fire and security implementations at Election operations located 302. S. Walnut, additional wiring will be required. This request is to ratify the B-Tech Wiring proposal signed on 11 Feb 2022.

**G. RATIFICATION OF B-TECH LLC CAMERA AGREEMENT**

**Fund Name/Number:** TBD  
**Amount:** \$7,637.77  
**Presenter:** Greg Crohn

The location (302 S. Walnut) that will be used for Election operations purposes, does not currently have any form of video camera equipment or recording system. This request is to ratify the B-Tech Camera System proposal signed on 11 Feb 2022. Work includes the installation of cameras covering all four sides of the building and entries, camera installation for ballot room, and the installation of a camera recording system.

**H. NATIONAL CINEMEDIA, LLC AGREEMENT RENEWAL**

**Fund Name:** Health

**Fund Number:** 1159

**Amount:** Not to exceed \$20,000

**Presenter:** Penny Caudill

The Monroe County Health Department has utilized various types of advertising including NCM, movie related ads. The most recent have focused on COVID prevention and vaccine. This request to renew the agreement for ads to run in 2022. Promotional funds are in the health fund budget and will be used to cover these costs. The budget has \$20,000 appropriated. It would be possible for the dept. to use some grant funds if ads were changed to address topics specific to those grants.

Githens made motion to approve. Jones seconded.

No public comment.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried 3-0.

**I. E & B PAVING, LLC AGREEMENT FOR KARST FARM GREENWAY SOUTH SEGMENT GATE & EXCAVATION**

**Fund Name:** 2017 GO Bond

**Fund Number:** 4810-47151

**Amount:** Not to exceed \$4,200

**Kelli Witmer**

In January 2022, DNR communicated to The Parks Department that farm gate, located on sheet 4 of 35, STA 105+60(+/-) and waterway excavation under trail bridge #4, located on sheet 13 of 35 are not Next Level Trails grant eligible. The Department is strongly recommending that Monroe Count pay from 2017 GO Bond 4810 to install the farm gate and to excavate the waterway under bridge #4. The farm gate and waterway excavation is needed to keep farm animals from accidentally wandering onto the Greenway and keep trail users on the Greenway.

Githens made motion to approve. Jones seconded.

No public comment.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried 3-0.

**J. E & B PAVING, LLC CHANGE ORDER #1, KARST FARM GREENWAY SOUTH SEGMENT**

**Fund Name:** Next Level Trails  
**Fund Number:** 9107-30006-0000  
**Amount:** - \$40,000  
**Presenter:** Kelli Witmer

DNR requires the deletion of Excavation Waterway and Farm Fence STA 105+60. The Parks Department recommends to add Farm Gate STA 122+00. The County Highway Engineer also recommends to have a Deductive Pay Value Engineering (Bridge Pilings). The original agreement was \$957,600. This change order is a deduction of \$40,000 from the original agreement.

Githens made motion to approve. Jones seconded.

No public comment.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried 3-0.

**K. AMENDMENT #2 TO THE MONROE COUNTY AMERICAN RESCUE PLAN ACT FUND (ARPA)**

**Presenter:** Jeff Cockerill

This amends the current plan to add the Brine Facility to the ARPA plan.

*“Use of funding to improve public infrastructure to support the construction of the Brine System at the Highway Garage. The Brine system will not only promote public safety, but is shown to reduce harmful run off caused by our current winter weather implementation systems and will have reduce pollutants in the Stormwater system.”*

Githens made motion to approve. Jones seconded.

No public comment.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried 3-0.

**L. RESOLUTION 2022-04; UPDATE TO MONROE COUNTY CODE**

**Presenter:** Jeff Cockerill

This resolution is to update MC Code books with recent additions and changes to the MC Code.

Githens made motion to approve. Jones seconded.

No public comment.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried 3-0.

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**9. APPOINTMENTS**

None

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**10. ANNOUNCEMENTS**

Monroe County Commissioners' Blood Drive will be held at [Ivy Tech, Shreve Hall, 200 Daniels Way, Bloomington, IN](#) on the following dates:

**Tuesday, March 29, 10am – 3pm**  
**Wednesday, March 30, 1pm – 6 pm**

Monroe County Commissioners and Monroe County Council have extended the Assistance Fund for county residents who need assistance in paying rent or utilities. Contact your local Township Trustee for further information.

| <b>TOWNSHIP TRUSTEE</b>        | <b>Phone</b> | <b>email</b>   |
|--------------------------------|--------------|--|
| Bean Blossom- Ronald Hutson    | 812.935.7174 | <a href="mailto:beanblossomtrustee19@gmail.com">beanblossomtrustee19@gmail.com</a> |
| Benton - Michelle Bright       | 812.339.6593 | <a href="mailto:michelleabright@gmail.com">michelleabright@gmail.com</a>           |
| Bloomington - Kim Alexander    | 812.336.4976 | <a href="mailto:bloomingtontownship@in.gov">bloomingtontownship@in.gov</a>         |
| Clear Creek - Thelma Jefferies | 812.824.7225 | <a href="mailto:thelma@bluemarble.net">thelma@bluemarble.net</a>                   |
| Indian Creek - Chris Reynolds  | 812.824.4981 | <a href="mailto:chreyonlds812@gmail.com">chreyonlds812@gmail.com</a>               |
| Perry - Dan Combs              | 812.336.3713 | <a href="mailto:trustee@perrytownship.info">trustee@perrytownship.info</a>         |
| Polk - Chris Spiek             | 812.837.9446 | <a href="mailto:cspiek@bluemarble.net">cspiek@bluemarble.net</a>                   |
| Richland - Marty Stephens      | 812.876.2509 | <a href="mailto:rttfrontdesk@bluemarble.net">rttfrontdesk@bluemarble.net</a>       |
| Salt Creek - Donn Hall         | 812.837.9140 | <a href="mailto:donnhall403@yahoo.com">donnhall403@yahoo.com</a>                   |
| Van Buren - Rita Barrow        | 812.825.4490 | <a href="mailto:vbtrita@bluemarble.net">vbtrita@bluemarble.net</a>                 |
| Washington - Barbara Ooley     | 812.876.1188 | <a href="mailto:ooleyb@yahoo.com">ooleyb@yahoo.com</a>                             |

Accepting applications for all boards and commissions. Go to [www.co.monroe.in.us](http://www.co.monroe.in.us) for more information or to fill out application.

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**11. ADJOURNMENT**

The summary minutes of the February 16, 2022 Board of Commissioners' meeting were approved on February 23, 2022.

Monroe County Commissioners

Ayes:

Nays:

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Penny Githens, Vice President

\_\_\_\_\_  
Penny Githens, Vice President

\_\_\_\_\_  
Lee Jones

\_\_\_\_\_  
Lee Jones

Attest:

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

|  |
|--|
| Minutes submitted by: AF<br>Minutes reviewed by : MM |
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**\*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'**  
**WORK SESSION SUMMARY**  
**FEBRUARY 16, 2022**  
**Via ZOOM**

**Members**

Julie Thomas, President- Present, **Virtual**  
Penny Githens, Vice President -Present, **Virtual**  
Lee Jones, Present- **Virtual**

**Staff**

Angie Purdie, Commissioners' Administrator – Present-**Virtual**  
Jeff Cockerill, Legal Counsel- Present- **Virtual**

**1. Greg Crohn**

Discussion regarding Michael Chamblee Architect proposal for 302 S. Walnut Street property.

Thomas made motion to approve with an amount not to exceed \$5,000. Githens seconded.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried 3-0.

**2. Jessica McClellan**

Discussion regarding L&D Mail Masters agreement for printing & mailing 2022 Property Taxes.

Thomas made motion to approve with an amount not to exceed \$38,000. Githens seconded.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried 3-0.

**3. Elizabeth Sensenstein**

Discussion regarding Monroe County Personnel Policy updates

Bring back to a future Commissioners' Formal meeting for approval.



OFFICE OF  
**MONROE COUNTY COMMISSIONERS**  
100 West Kirkwood Avenue  
The Courthouse Room 322  
BLOOMINGTON, INDIANA 47404

Telephone 812-349-2550  
Facsimile 812-349-7320

*Julie Thomas, President*

*Penny Githens, Vice President*

*Lee Jones*

**COMMISSIONERS' ADMINISTRATIVE MEETING  
FEBRUARY 14, 2022, 1:15 PM  
MEETING CONNECTION VIA ZOOM**

**Members**

Julie Thomas, President- Present, **Virtual**

Penny Githens, Vice President -Present, **Virtual**

Lee Jones, Present- **Virtual**

**Staff**

Angie Purdie, Commissioners' Administrator – Present-**Virtual**

Jeff Cockerill, Legal Counsel- Present- **Virtual**

**TOPICS OF INTEREST**

1. 302 S Walnut Street property
2. ARPA funds
3. Vendor service contracts



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**MONROE COUNTY COMMISSIONERS**

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The Courthouse Room 322  
BLOOMINGTON, INDIANA 47404

Telephone 812-349-2550  
Facsimile 812-349-7320

*Julie Thomas, President*

*Penny Githens, Vice President*

*Lee Jones*

**COMMISSIONERS' ADMINISTRATIVE MEETING  
FEBRUARY 16, 2022, 11:30 AM  
MEETING CONNECTION VIA ZOOM**

**Members**

Julie Thomas, President- Present, **Virtual**

Penny Githens, Vice President -Present, **Virtual**

Lee Jones, Present- **Virtual**

**Staff**

Angie Purdie, Commissioners' Administrator – Present-**Virtual**

Jeff Cockerill, Legal Counsel- Present- **Virtual**

**TOPICS OF INTEREST**

1. Solid Waste Management
2. Boards and Commissions
3. BEDC agreement
4. Contract policy addendum



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal

Work session

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

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Fund Name(s):

Fund Number(s):

Amount(s)

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Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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*(the speaker phone numbers will be removed from the document prior to posting)*

Attorney who reviewed:

# PROPOSAL

Greg Crohn  
February 11, 2022

**Project: Voter Registration Department**  
302 S. Walnut St.  
Bloomington, Indiana

**Client: Monroe County**

## **Proposal of Architectural Services:**

1. Remodel of existing NAPA building.
2. Draw existing floor plan, demo plan and plan with changes.
3. Add walls and doors for a maintenance room and a ballot counting room. Both rooms to have a lower ceiling and new light fixtures. Remodel existing restroom and add a second accessible restroom.
4. Maintenance room to have a ship ladder to the existing mechanical mezzanine.
5. Code review with MCBD.
6. The drawings will include:
  - 1/8" scale plans of the building
  - floor plan and dimensions of changes.
  - interior elevations of restrooms.
  - detail of ship ladder.
  - electrical plan
  - ceiling and lighting plan
  - plumbing plan and riser diagram for new restroom.
  - interior wall section
  - 2 building progress visits during construction

## **The Client acknowledges that:**

1. In the case of unresolved conflicts between the Client and Architect, they will first seek nonbinding mediation.
2. The Client agrees to the fullest extent permitted by law, to limit the liability of the Architect and his sub-consultants to the Client, for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Architect and his sub-consultants to all those named shall not exceed \$2,000.
3. The Architect and his sub-consultants shall perform their services as expeditiously as is consistent with the professional skill and care ordinarily provided by architects and consultants practicing in the same or similar locality under the same or similar circumstances.
4. The Client will coordinate with a fire alarm company if required.

MICHAEL CHAMBLEE – ARCHITECT  
1833 COUNTRY CLUB RD. NASHVILLE, INDIANA 47448 812-345-2942  
[michaelchambleearchitect@gmail.com](mailto:michaelchambleearchitect@gmail.com)

# PROPOSAL

**Fee and billing for Project:**

1. Basic fee: \$3,750.00; (plus any fees if a code consultant is required).
2. Hourly rates for any additional Architectural Services for increase in scope of work or changes after design approval: \$145/hr. for Architect; \$90/hr. for CAD Professional; \$120/hr. for Structural Engineering; (\$220/hr. for Code Consultant, if required).
3. Client will be billed monthly.
4. Client agrees to make payment to the Architect within 30 days of billing.

If this proposal is acceptable, please sign below.

-----  
Title:

-----  
Date

Respectfully submitted,



Michael Chamblee

MICHAEL CHAMBLEE – ARCHITECT  
1833 COUNTRY CLUB RD. NASHVILLE, INDIANA 47448 812-345-2942  
[michaelchambleearchitect@gmail.com](mailto:michaelchambleearchitect@gmail.com)



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

### Executive Summary:

Increased entry door security is warranted at the location to be used by Election Operations (302 S. Walnut St.) This request is to ratify the B-Tech Access Control proposal signed on 11 Feb 2022.  
Work includes installing swipe access readers on one (1) main entry door, one (1) rear entry door, one (1) swipe reader with keypad combo (for 2 point authentication) on ballot room door, and all supporting hardware/electronic components.  
New hardware will include:  
Brivo Door Controllers (Qty. 2)  
Reader w/Keypad (Qty. 1)  
Single gang proximity reader (Qty. 2)  
Electric Strikes (Qty. 2)  
Cylindrical Lockset 12/24v (Qty. 1)  
Power Supply (Qty. 1)  
Control Board (Qty. 1)  
  
Any additional wiring required is not covered under this proposal.

| Fund Name(s):                    | Fund Number(s):                  | Amount(s)                               |
|----------------------------------|----------------------------------|---|
| <input type="text" value="TBD"/> | <input type="text" value="TBD"/> | <input type="text" value="\$5,979.30"/> |

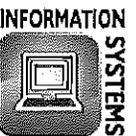
Presenter:

### Speaker(s) for Zoom purposes:

| Name(s)                                 | Phone Number(s)                           |
|---|---|
| <input type="text" value="Greg Crohn"/> | <input type="text" value="812-606-0831"/> |

*(the speaker phone numbers will be removed from the document prior to posting)*

Attorney who reviewed:



Monroe County Government  
100 W Kirkwood Ave  
Room 209  
Bloomington IN 47404-5143

302 Access Control

19650020722

812-332-1995 • [www.btechllc.com](http://www.btechllc.com)

## TERMS AND CONDITIONS

I. DEFINITIONS: "Agreement" means these terms and conditions together with the work order or proposal attached or on the reverse side of this document. "Customer" means the individual or entity that purchases B-Tech's, equipment, products, systems, or services. "B-Tech" means B-Tech, LLC, an Indiana limited liability company and its agents, employees, officers, members and authorized representatives

II. INSURANCE: Customer acknowledges that B-Tech is not an insurer. It is Customer's obligation to purchase insurance to protect itself from loss, damage, death, or injury related to or arising out of any occurrences or consequences, which B-Tech's equipment, products, systems, or services are designed to detect or avert. Customer expressly acknowledges that no fire suppression system can guarantee prevention of any loss, damage, death, or injury.

III. LIMITATION OF LIABILITY: The amounts payable to B-Tech are based upon the value of the equipment, products, systems, or services provided. The scope of B-Tech's liability is unrelated to the value of Customer's property or property of others located on Customer's premises. B-Tech has made no guarantee, representation, or warranty, including any implied warranty of merchantability or fitness for a particular purpose, that B-Tech's equipment, products, systems, or services will avert or prevent any specific occurrence or consequence including any occurrence or consequence that the equipment, products, systems, or services are designed to detect or avert. B-Tech is exempt from liability for any loss, damage, death, or injury related to or arising out of any occurrences or consequences which its equipment, products, systems, or services are designed to detect or avert. That if B-Tech should be found liable for loss, damage or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual service charge or \$250, whichever is greater, as the agreed upon damages and not as a penalty, as the exclusive remedy, and that the provisions of this paragraph shall apply if loss damage or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or non-performance of obligations imposed by this contract or from negligence, active or otherwise, of B-Tech, its agents or employees. If any person not a party to this Agreement makes any claim or files any lawsuit against B-Tech related to or arising out of the operation or failure in any respect of any of the equipment, products, systems, or services that B-Tech provides to Customer in relation to this Agreement, Customer shall, to the fullest extent permitted by law, indemnify and hold B-Tech harmless for any and all such claims, lawsuits, or other proceedings, including the payment of all damages, expenses, costs, and attorneys' fees. If Customer desires B-Tech to assume a greater liability under this Agreement, B-Tech may amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by Customer for the assumption by B-Tech of such greater liability provided. However, such rider and additional obligation shall in no way be interpreted to hold B-Tech as an insurer and unless such written rider is attached and signed by B-Tech, no additional liability will be assumed. The provisions of this paragraph shall apply if any loss, damage, death, or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or non-performance of obligations imposed by this Agreement or from negligence, active or otherwise, of B-Tech. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, that department, or other organization, may invoke the provisions hereof against any claims by Customer due to any failure of such department or organization

IV. CUSTOMER'S DUTIES: Customer shall not alter or modify any of B-Tech's equipment, products, systems, or services. Customer shall instruct all persons who may use B-Tech's equipment, products, systems, or services on their proper use and maintenance. Customer shall inspect B-Tech's equipment, products, systems, and services on a regular basis, between routine inspections, to look for things such as missing discharge nozzles, redirected pipes and nozzles, missing nozzle blow off caps or protectors, grease accumulation on detection devices, and any other items requiring general maintenance. If Customer finds problems during any such inspection, Customer shall notify B-Tech and schedule a service call, for which there will be a charge. Customer shall notify B-Tech in writing immediately if any cooking appliances are replaced, added, or deleted on Customer's property. Customer shall also notify B-Tech in writing immediately if any changes of any kind are made to any cooking ventilation system on Customer's property. Customer acknowledges that any of the above changes may affect the operation of B-Tech's equipment, products, systems, or services.

V. BINDING AGREEMENT: The terms expressed herein shall inure to the benefit of and apply to all parent, subsidiary, and affiliated companies of B-Tech, as well as to any company which B-Tech may contract with to provide any of B-Tech's equipment, products, systems, or services. Customer may not assign its rights without B-Tech's express written consent.

VI. ENTIRE AGREEMENT: Except as otherwise mutually agreed in writing by B-Tech and Customer, this Agreement constitutes the entire agreement and understanding between Customer and B-Tech with respect to the subject matter hereof, and supersedes all other agreements, understandings, representations, warranties, promises, conditions, or statements, whether express or implied, written or oral.

VII. GOVERNING LAW AND VENUE: This Agreement shall be governed by Indiana law without regard to its choice of law rules. Venue for any dispute related to or arising out of this Agreement shall be in a state court located in Monroe County, Indiana or the federal district court having jurisdiction over Monroe County, Indiana.

VIII. SEVERABILITY: The covenants and acknowledgements contained in this Agreement shall be construed as separate and independent and this Agreement shall not be construed against either party. If any term or provision of this Agreement shall to any extent be held to be invalid, illegal, or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be valid, legal, and enforceable to the fullest extent permitted by law.

XI. WAIVER: No party shall be deemed to have waived compliance by the other party of any provision of this Agreement, unless the waiver is contained in a written instrument signed by the waiving party. The failure of a party to enforce at any time any of the provisions of this Agreement or to exercise any right contained in the Agreement shall not be construed to be a waiver of such provisions, nor shall any party's failure to enforce a similar right against another party constitute a waiver against any party to this agreement.

IN THE EVENT THE CUSTOMER DEFAULTS IN THE OBSERVATION OF ANY OF THE TERMS CONTAINED IN THIS AGREEMENT, AND B-Tech LLC EMPLOYS ATTORNEYS TO ENFORCE ALL OR ANY PART OF THIS AGREEMENT, CUSTOMER SHALL REIMBURSE B-Tech LLC FOR THE ATTORNEY FEES, COURT COST AND INTEREST AT 18% PER ANNUM INCURRED THEREBY, WHETHER OR NOT SUIT IS FILED.



## B-Tech Fire & Security

900 W Allen St

Bloomington IN 47403

(812) 332-1995

(812) 822-3620

[support@btechllc.com](mailto:support@btechllc.com)

# Proposal

| Service Information   |            |
|---|------------|
| Monroe County Government<br>100 W Kirkwood Ave<br>Room 209<br>Bloomington IN 47404-5143 |            |
| Phone: (812) 349-2522   | Fax:       |
| Alt Contact:  | Alt Phone: |
| E-Mail: <a href="mailto:eevans@co.monroe.in.us">eevans@co.monroe.in.us</a>              |            |

| Billing Information   |        |
|---|--------|
| Monroe County Government<br>100 W Kirkwood Ave<br>Room 209<br>Bloomington IN 47404-5143 |        |
| Sales Rep   | Terms  |
|   | Net 25 |

| Job Name           |
|--------------------|
| 302 Access Control |

| Proposal #  |
|-------------|
| 19650020722 |

### Scope of Work:

Install access control on:  
 Install card reader and surface mounted strike  
 Install access control on:  
 1 of the front entry doors. Provide surface mounted strike  
 Back entry door. Provide surface mounted stick  
 Ballot room door. B-Tech will provide the door handle for the ballot door door. This door will have a keypad combo reader

Additional Monthly WebService Reader fees will apply  
 B-Tech will need (1) open port on the customer network switch for each controller  
 All 120v Power & network ports, port forwarding will be provided by the customer  
 This proposal assumes panic hardware has been installed on the 3 man doors  
 B-Tech is a Brivo Blue Partner with Certified Technicians

| Item  |   |
|---|---|
| Brivo On-Air IP Door Controller with Wifi and BLE for up to 2 readers         | 2 |
| Reader & Keypad combo   | 1 |
| Single Gang Reader  | 2 |
| 9400-12/24D-630 Electric Strike   | 2 |
| Cylindrical Lockset - 12/24V Rex Galaxy Handle 626 KA - Curved crescent shape | 1 |
| 4A Power Supply   | 1 |
| Altronix Power Control Board  | 1 |
| Labor   | 1 |

## Summary of Costs



|                   |                   |
|-------------------|-------------------|
| Job Subtotal:     | \$5,979.30        |
| Tax               | \$0.00            |
| <b>Total Due:</b> | <b>\$5,979.30</b> |

## Payment Terms

Net 25

## Acceptance

A handwritten signature in blue ink, appearing to read "Aye Ludi".

Customer Acceptance

2/7/2022

Date

B-Tech Representative

2/7/2022

Date

This Agreement shall become effective upon the execution by the Customer and acceptance and execution of this Agreement by a duly authorized representative of B-Tech, LLC. I understand and agree to the terms & conditions of this Agreement.



## ADDENDUM TO B-TECH AGREEMENT

1. **Worker's Compensation.** B-Tech ("Contractor") shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
2. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.
3. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board or its employees.
4. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

It is further agreed that a penalty may be deducted from the contract in the sum of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of this provision. If a second or subsequent violation occurs, this contract may be terminated, and all monies due or to become due hereunder may be forfeited. It is further agreed that a breach of this covenant may be considered a material breach of the contract.

5. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:
  - Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
  - Contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists.
  - Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.





# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

**Executive Summary:**

This is a request to approve the Elite Electric LLC quote for the supply and installation of eight (8) exterior lights, one (1) photocell, and two (2) electrical drops with junction boxes to power ADA compliant door openers that will be installed at a later date.  
Total cost of work: \$7500

| Fund Name(s):                    | Fund Number(s):                  | Amount(s)                           |
|----------------------------------|----------------------------------|-------------------------------------|
| <input type="text" value="TBD"/> | <input type="text" value="TBD"/> | <input type="text" value="\$7500"/> |

Presenter:

**Speaker(s) for Zoom purposes:**

| Name(s)                                 | Phone Number(s)                           |
|---|---|
| <input type="text" value="Greg Crohn"/> | <input type="text" value="812-606-0831"/> |

*(the speaker phone numbers will be removed from the document prior to posting)*

Attorney who reviewed:

# Elite Electric, LLC



2518 Patricksburg Rd  
Spencer, IN 47460  
(812) 825-2805

## Estimate

|  |   |                           |                   |
|--|---|---------------------------|-------------------|
| ESTIMATE SUBMITTED TO<br>Greg Chron          |   | TODAY'S DATE<br>2/17/2022 | DATE ON BLUEPRINT |
| PHONE NUMBER                                 | EMAIL<br><a href="mailto:GCrhron@co.monroe.in.us">GCrhron@co.monroe.in.us</a> | JOB NAME<br>Lights        |                   |
| ADDRESS, CITY, STATE, ZIP<br>302 S Walnut St |   | JOB LOCATTION             |                   |

### Scope of Work

- Supply and install (10) wallpack light fixtures.
  - (3) in front
  - (3) in rear
  - (2) on each side of building.
  - Street facing W/P to be cut-offs
- Lights to be controlled by photocell.
- Run (2) 120 Volt circuits to front entry doors for auto entry.

Total: \$7500.00



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

**Executive Summary:**

Due to glare, heat, and security concerns with the large windows at Election Operations, window treatments are necessary. Based on the large size and number of the windows, reflective film was determined to be the most cost effective solution.  
This request is to approve the quote from VanHorn Tint & Accessories to install reflective film on all windows and glass doors at that location.  
Total Cost of Service: \$4964.00

| Fund Name(s):                    | Fund Number(s):                  | Amount(s)                              |
|----------------------------------|----------------------------------|--|
| <input type="text" value="TBD"/> | <input type="text" value="TBD"/> | <input type="text" value="\$4964.00"/> |

Presenter:

**Speaker(s) for Zoom purposes:**

| Name(s)                                 | Phone Number(s)                           |
|---|---|
| <input type="text" value="Greg Crohn"/> | <input type="text" value="812-606-0831"/> |

*(the speaker phone numbers will be removed from the document prior to posting)*

Attorney who reviewed:





# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

### Executive Summary:

The IFHC is awarding an additional \$1850 to the MCHD/Futures Clinic to build TeleHealth capacity. This is an amendment to the current grant which runs through March 31, 2022.

| Fund Name(s):                                  | Fund Number(s):                   | Amount(s)                              |
|--|-----------------------------------|--|
| <input type="text" value="Futures (Title X)"/> | <input type="text" value="8126"/> | <input type="text" value="\$1850.00"/> |

Presenter:

### Speaker(s) for Zoom purposes:

| Name(s)              | Phone Number(s)      |
|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> |

*(the speaker phone numbers will be removed from the document prior to posting)*

Attorney who reviewed:

## Monroe County Board of Commissioners Agenda Request - Grant

### REQUIRED

Federal Agency

Federal Program

CFDA#

Federal Award Number and Year (or other ID)

Pass Through Entity:

Request completed by:

*This document is to be submitted no later than the Friday at noon prior to the requested meeting date.*

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

**AMENDMENT TO AGREEMENT FOR SERVICES**  
**TITLE X SERVICES AMENDMENT**

This Amendment to the original Agreement for Services, dated **April 1, 2021** to **March 31, 2022** entered into by **Indiana Family Health Council, Inc.**, 151 N. Delaware Street, Suite 520, Indianapolis, IN 46204 (hereinafter “**I.F.H.C.**”) and **Monroe County Health Department**, 119 W. 7<sup>th</sup> Street, Bloomington, IN 47404 (hereinafter “**Sub-Recipient**”) to amend the specific terms of the Agreement for Services;

In consideration of the mutual covenants contained in the Agreement for Services and those contained in this Amendment, **I.F.H.C.** and **Sub-Recipient** agree as follows:

Paragraph 4.1 of the agreement shall be and hereby is amended to read as follows:

The total amount of Title X (Federal CFDA Number 93.217) funds to be paid to **Sub-Recipient** by **I.F.H.C.** under this Agreement shall not exceed **One Hundred and Seven Thousand, Eight Hundred and Eleven Dollars (\$ 107,811)**. This amount may be reduced by **I.F.H.C.**, in its sole discretion, if **I.F.H.C.** determines that **Sub-Recipient** will not utilize the full amount of funding allocated for any site during the Term of this Agreement. The following funds are allocated for the approved service sites in Monroe County:

| <b>Contract Period : 04/01/2021 to 03/31/2022</b>                  |                              |
|--|------------------------------|
| <b>Title X</b>   | <b>Total Contract Amount</b> |
| <b><u>Cumulative Prior Allocation</u></b><br>in This Budget Period | \$ 105,961                   |
| <b>Amount of Allocation for This Amendment</b>                     | <b>\$ 1,850</b>              |
| <b>Total of Title X</b>  | <b>\$ 107,811</b>            |

These purpose for these additional funds is to accomplish expansion of telehealth services; support for FPAR 2.0; and/or expansion of services. These funds must be expended for the identified areas Sub-Recipient applied for. Additional funds

represented in this amendment shall be tracked independently and Sub-Recipients shall provide IFHC detailed supporting documents for spending the supplement funds as part of the documentation for the monthly request for reimbursement. Any unspent funds related to this amendment shall be returned to IFHC.

All other terms and conditions of the original Agreement for Services between **I.F.H.C.** and **Sub-Recipient** remain in full force and effect.

***INDIANA FAMILY HEALTH  
COUNCIL, INC.***

***MONROE COUNTY  
HEALTH DEPARTMENT***

By: \_\_\_\_\_  
President & CEO

By: \_\_\_\_\_  
Commissioner of Health

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

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

By: \_\_\_\_\_  
President, Monroe County  
Commissioners

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

By: \_\_\_\_\_  
Chair, Monroe County  
Health Board

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

By: \_\_\_\_\_  
Monroe County Auditor

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



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

### Executive Summary:

Requesting the Commissioners' signatures on the proposed Election Day polls 2022.

| Fund Name(s):        | Fund Number(s):      | Amount(s)            |
|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

Presenter:

### Speaker(s) for Zoom purposes:

| Name(s)                                     | Phone Number(s)                           |
|---|---|
| <input type="text" value="Tressia Martin"/> | <input type="text" value="812-349-2071"/> |

*(the speaker phone numbers will be removed from the document prior to posting)*

Attorney who reviewed:

**29 Election Day Polls – by Poll - 2022 Primary**

| <i>Poll Name</i>                    | <i>Poll Address</i>  |
|-------------------------------------|--|
| The Academy                         | → 444 S Patterson Dr, Bloomington, 47403                       |
| Arlington Heights Elementary School | → 700 W Parrish Rd, Bloomington, 47404                         |
| Binford Elementary School           | → 2300 E 2 <sup>nd</sup> St, Bloomington, 47401                |
| Bloomington High School North       | → 3901 N Kinser Pk, Bloomington, 47404                         |
| Bloomington High School South       | → 1965 S Walnut St, Bloomington, 47401                         |
| Burgoon Baptist Church              | → 8598 E Burgoon Church Rd, Blmgtn, 47401                      |
| Christ Community Church             | → 503 S High St, Bloomington, 47401                            |
| Eastview Church of the Nazarene     | → 4545 E Lampkins Ridge Rd, Blmgtn, 47401                      |
| Ellettsville Christian Church       | → 731 Independence St, Ellettsville, 47429                     |
| Christ Community Church             | → 503 S High St, Bloomington, 47401                            |
| Fairview Elementary School          | → 500 W 7 <sup>th</sup> St, Bloomington, 47404                 |
| Faith Lutheran Church               | → 2200 S High St., Bloomington, 47401                          |
| Family Worship Center               | → 8449 N Fox Hollow Rd, Bloomington, 47408                     |
| Free Methodist Church               | → 1121 S Lincoln St, Bloomington, 47401                        |
| Grandview Elementary School         | → 2300 S Endwright Rd, Bloomington, 47403                      |
| Harrodsburg Community Center        | → 1002 W Popcorn Rd, Bloomington, 47403                        |
| Highland Park Elementary School     | → 900 S Park Square Dr, Bloomington, 47403                     |
| Indian Creek Lions Club             | → Corner of Rockport Rd & Tarkington Ln,<br>Bloomington, 47403 |
| Indiana Memorial Union Solarium     | → 900 E 7 <sup>th</sup> St, Bloomington, 47405                 |
| Jackson Creek Middle School         | → 3980 S Sare Rd, Bloomington, 47401                           |
| St. John's Catholic Church          | → 4607 W St Rd 46, Bloomington, 47404                          |
| Sherwood Oaks Christian Church      | → 2700 E Rogers Rd, Bloomington, 47401                         |
| Smithville Christian Church         | → 7280 S Fairfax Rd, Bloomington, 47401                        |
| Southside Christian Church          | → 500 E Empire Mill Rd, Bloomington, 47401                     |
| Stinesville Lions Club              | → 8060 N Stinesville Rd, Gosport, 47433                        |
| Summit Elementary School            | → 1450 W Countryside Ln, Blmgtn, 47403                         |
| Tri North Middle School             | → 1000 W 15 <sup>th</sup> St, Bloomington, 47404               |
| Unionville Elementary School        | → 8144 E St Rd 45, Unionville, 47468                           |
| Unitarian Universalist Church       | → 2120 N Fee Ln, Bloomington, 47408                            |
| University Elementary School        | → 1111 N Russell Rd, Bloomington, 47408                        |



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

### Executive Summary:

On 02-16-22, the Monroe County Parks and Recreation Board approved a revision to the Department's tree inventory, risk assessment, and removal policy (see attached).  
On 02-16-22, the MCPR Board approved a Retainer Agreement with Bluestone, LLC in the amount not to exceed \$20,000. This Retainer Agreement will allow Monroe County the ability to have a professional tree company on retainer that possess the appropriate large equipment and staff to safely and quickly perform tree remediation or removal.  
Please make note of Exhibit "A", the U.S. Fish & Wildlife Service Forest Management Guidelines for Avoiding Incidental Take of Indiana Bats and Northern Long-eared Bats within the State of Indiana.

| Fund Name(s):  | Fund Number(s):                                       | Amount(s)                 |
|--|---|---------------------------|
| County General - Contractual<br>County General - Greenway Pro. Services<br>Non-reverting - Contractual | 1000-30006-0803<br>1000-30045-0803<br>1179-30006-0000 | Not to Exceed<br>\$20,000 |

Presenter:

### Speaker(s) for Zoom purposes:

| Name(s)                                   | Phone Number(s)                           |
|---|---|
| <input type="text" value="Kelli Witmer"/> | <input type="text" value="812-320-0963"/> |

*(the speaker phone numbers will be removed from the document prior to posting)*

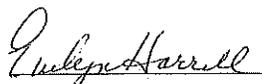
Attorney who reviewed:

**MONROE COUNTY PARKS AND RECREATION DEPARTMENT  
TREE INVENTORY, RISK ASSESSMENT AND REMOVAL POLICY**

The Monroe County Parks and Recreation Board of Directors ("Board"), which is established pursuant to Indiana Code 36-10-3 et seq. and Monroe County Code, Chapter 600, adopts the following Policy for the purposes of taking inventory, assessing and removing trees on land owned by the Board or Monroe County Government and managed by staff of the Monroe County Parks and Recreation Department ("Department"). Safety, efficiency, and tree preservation are overarching principles guiding this Policy. The Department shall:

1. At least once a year before July 1st, and more often if a tree is suspected of being in decline, visually inspect all trees that are located near park amenities or facilities or in areas where Park visitors are known to congregate.
2. Invite either a certified arborist or a qualified Monroe County Purdue Extension staff member to assist in inspections of trees in decline.
3. Keep a tree inspection log, with GPS coordinates, of trees in decline. Priority for tree remediation or removal shall be in the following order:
  - a. Hazardous trees
  - b. Trees needing remediation
  - c. Non-desirable trees
4. Once the Department decides that a tree needs remediation or removal, the Department shall determine if Department staff is qualified to perform the required task or if a professional should be hired because the size or number of trees is beyond the capabilities of Department staff. If, in the Department's discretion, a professional is to be hired, the Department shall obtain quotes from three (3) certified arborists and/or tree removal companies or the Parks Board may recommend that the Monroe County Board of Commissioners approve a retainer agreement. A retainer agreement will allow Monroe County the ability to have a professional tree company on retainer that possess the appropriate large equipment and staff to safely and quickly perform tree remediation or removal. The Department is encouraged to treat multiple trees at the same time to promote efficiency.
5. If the Department recommends that a tree be remedied or felled immediately due to safety concerns, the Department's Director, Assistant Director, or Parks Superintendent is, hereby, granted the authority to hire a certified arborist and/or tree removal company without obtaining quotes.

This policy is approved, by the Monroe County Parks and Recreation Board (MCPRB) on this 16 day of February, 2022.



Evelyn Harrell, MCPRB President

Originally approved 07-18-2018

Revised 02-16-2022

## Retainer Agreement for Professional Services

This Agreement made between Bluestone, LLC ("Contractor") and Monroe County Parks and Recreation Board and the Monroe County Board of Commissioners (collectively, "Monroe County"). Contractor and Monroe County mutually agree as follows:

The terms of the Agreement enlist Contractor to provide independent, professional tree remediation or removal on property managed by the Monroe County Parks and Recreation Department. This Retainer Agreement will allow Monroe County the ability to have a professional tree company on retainer that possess the appropriate large equipment and staff to safely and quickly perform tree remediation or removal.

The following terms shall apply:

1. **Scope of Project.** Monroe County wishes to hire the Contractor to fell and/or trim specific marked trees.

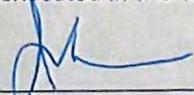
The Monroe County Parks and Recreation (MCPR) Park Superintendent will list in written form which trees to fell and/or trim, and what is to be done with the debris and stump (either left on site, chipped, or removed). Contractor must have the work schedule approved by the MCPR Park Superintendent before any project commences. The Contractor shall complete each project in a timely fashion. All work is to be completed by January 01, 2023.

The felling of trees that are >5" DBH shall not occur April 1 to September 30, unless a tree is to be felled and/or trimmed due to safety concerns. See "Exhibit A" for the Indiana Field Office (INFO) of the U.S. Fish and Wildlife Service guidelines to conserve the federally endangered Indiana bat and their habitats within the State of Indiana

2. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The Department shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however the Department shall not unreasonably withhold its approval as the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.
3. **Price.** The total accumulated amount paid to Contractor under this Agreement shall not exceed Twenty-Thousand Dollars (\$20,000.00), without further written approval by Monroe County. Contractor shall submit an invoice for each project, which shall be paid within forty-five (45) days of receipt.
4. **Term.** The term of this Agreement shall be from the date executed by both parties, below, and shall terminate on January 01, 2023. Either party may terminate this Agreement by giving written notice to the other party at least thirty (30) days in advance of the intended date of termination.
5. **Indemnity.** Contractor assumes all risks and responsibilities for accidents, injuries or damages to person(s) or property related to performance pursuant to this Agreement, and agrees to indemnify and save harmless Monroe County from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Agreement, except such claims, costs or suits arising out of the negligence of Monroe County or its employees.
6. **Worker's Compensation.** To the extent required by law, Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to Monroe County before commencement of work on the Agreement.
7. **Non-discrimination.** Contractor is aware of Monroe County's policy prohibiting harassment of any kind. If Contractor becomes aware of any harassment, Contractor shall immediately report harassment to the Monroe County Legal Department. In the performance of work under this Agreement, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of their race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

8. **Compliance with Law.** Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations, including the County's policy prohibiting harassment. Contractor shall indemnify and save harmless Monroe County for any fines or expenses of any nature which it might incur from Contractor's noncompliance. *If required by law*, Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:
- Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
  - Contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program, if the E-Verify program no longer exists.
  - Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.
9. **Independent Contractor.** It is fully understood and agreed that Contractor and its employees are serving as independent contractors and are not employed by Monroe County. As such the parties agree to the following:
- Contractor is NOT performing this work under the supervision or direction of Monroe County.
  - Contractor shall use non-County materials and equipment to perform this work and to develop and duplicate any and all materials.
  - Contractor shall have exclusive control over the means, methods and details of fulfilling the obligations under this Agreement. Contractor is not to receive direction or supervision from any Monroe County employee or representative. Monroe County will provide feedback to and review any drafts submitted by Contractor.
  - Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of Monroe County for any purpose.
  - Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws, as required by law.
10. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
11. **Governing Law.** This Agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.

IN WITNESS WHEREOF, Contractor and Monroe County have executed this Agreement as dated below and, if executed in two counterparts, each shall be deemed an original.

 Jerad Oren  
By: Bluestone, LLC Representative

Date: 02/09/2022

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS  
This \_\_\_\_\_ day of \_\_\_\_\_, 2022, pursuant to Monroe County Code Chapter 266-5.

"AYES"

"NAYS"

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Penny Githens, Vice President

\_\_\_\_\_  
Penny Githens, Vice President

\_\_\_\_\_  
Lee Jones, Commissioner

\_\_\_\_\_  
Lee Jones, Commissioner

ATTEST:

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



## INFO Forest Management Guidelines for Avoiding Incidental Take of Indiana Bats and Northern Long-eared Bats within the State of Indiana

These guidelines were developed by the Indiana Field Office (INFO) of the U.S. Fish and Wildlife Service (Service) to conserve the federally endangered Indiana bat (*Myotis sodalis*) and the federally threatened northern long-eared bat (NLEB; *Myotis septentrionalis*) and their habitats within the State of Indiana. Adherence to these guidelines will avoid incidental take<sup>1,2</sup> of federally listed bats and result in forest habitat that is suitable for the species' use, but may not represent optimal habitat. Maintaining or creating optimal Indiana bat and NLEB maternal habitat would likely require additional management practices than provided here. This is a working document and periodically will be revised as new data warrant. Please check with the INFO to ensure that you have the most recent version of this document.

When these guidelines are followed, the INFO typically will provide concurrence letters to land managers needing Section 7 clearance under the Endangered Species Act of 1973 (ESA)(i.e., an informal consultation will suffice) and an incidental take permit/Habitat Conservation Plan (HCP) will not be required on state-owned or privately owned lands because the risk of incidentally taking a federally listed bat will be discountable or insignificant. However, if any aspects of these management guidelines cannot be followed or conflict with other land management goals or directives, then forest managers are strongly encouraged to contact the INFO to discuss alternative processes available to federal and non-federal land managers under the ESA. [NOTE: Take of federally listed species is prohibited by Section 9 of the ESA regardless of whether the taking occurs on federal, state, or privately owned lands]. To obtain an official list of species protected under the ESA that may occur in your specific area of concern, please visit the Service's IPaC website at <https://ecos.fws.gov/ipac/>.

### FOREST MANAGEMENT GUIDELINES

1. At least 60% canopy cover (on a stand-by-stand basis, depending on size of stands) shall be maintained after any timber harvest activities.
2. Shagbark hickory (*Carya ovata*) or shellbark hickory (*C. laciniosa*) trees shall not be harvested or manipulated during timber stand improvement (TSI) activities, unless the combined density of these species exceeds 16 trees/acre. If present, at least 16 live shagbark and shellbark hickory (combined) >11" diameter-at-breast height (dbh) must be maintained per acre.
3. Standing snags shall not be felled/removed, except where they pose a serious human safety hazard (a tree with <10% live canopy should be considered a snag). Snags that have no remaining bark and no visible cracks, splits, or hollows may be felled as well as any snags leaning more than 45° from vertical.

<sup>1</sup> **Incidental take** – Take that results from, but is not the purpose of, carrying out an otherwise lawful activity.

**“Take”** - To harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct; may include significant habitat modification or degradation if it kills or injures wildlife by significantly impairing essential behavioral patterns including breeding, feeding, or sheltering.

**“Harass”** - To intentionally or negligently, through act or omission, create the likelihood of injury to wildlife by annoying it to such an extent as to significantly disrupt normal behavior patterns such as breeding, feeding, and sheltering (defined by FWS regulation; NOAA Fisheries has not defined harass by regulation).

**“Harm”** - To perform an act that kills or injures wildlife; may include significant habitat modification or degradation when it kills or injures wildlife by significantly impairing essential behavioral patterns including breeding, feeding, or sheltering.

<sup>2</sup> The Service issued a final 4(d) rule in 2016 that exempted incidental take of NLEBs resulting from various activities including forest management practices (provided they occur >0.25 miles from known hibernacula and roost trees). For more details regarding this rule, please visit the Service's NLEB 4(d) rule web site at <https://www.fws.gov/Midwest/endangered/mammals/nleb/4drule.html>



## U.S. Fish & Wildlife Service

4. The following species of trees have been identified as having relatively high value as potential Indiana bat and NLEB maternity roost trees:

|   |  |
|---|--|
| shagbark hickory ( <i>Carya ovata</i> )     | eastern cottonwood ( <i>Populus deltoides</i> )  |
| shellbark hickory ( <i>C. laciniosa</i> )   | northern red oak ( <i>Quercus rubra</i> )        |
| mockernut hickory ( <i>C. tomentosa</i> )   | post oak ( <i>Q. stellata</i> )                  |
| bitternut hickory ( <i>C. cordiformis</i> ) | white oak ( <i>Q. alba</i> )                     |
| sugar maple ( <i>A. saccharum</i> )         | American elm ( <i>Ulmus americana</i> )          |
| silver maple ( <i>Acer saccharinum</i> )    | slippery elm ( <i>U. rubra</i> )                 |
| red maple ( <i>A. rubrum</i> )              | black locust ( <i>Robinia pseudoacacia</i> )     |
| boxelder ( <i>A. negundo</i> )              | yellow poplar ( <i>Liriodendron tulipifera</i> ) |
| white ash ( <i>Fraxinus americana</i> )     | black walnut ( <i>Juglans nigra</i> )            |
| green ash ( <i>F. pennsylvanica</i> )       |  |

(Tree species based on literature and unpublished roosting data).

On average, at least 3 live trees per acre >20" dbh (of the high-value species listed above) shall always be maintained in the stand (a tree with <10% live canopy should be considered a snag). These "leave trees" must be the largest trees of the listed species remaining in the stand. An additional 6 live trees per acre >11" dbh (of the species listed above) must also be maintained. The "per acre" requirement can be expressed as the average per acre on a stand-wide basis, depending on the definition of a stand.

If there are no trees >20" dbh to leave, then 16 live trees per acre must be left, and these must include the largest specimens of the listed species remaining in the stand.

5. No timber harvest or TSI activities shall occur within 100 feet of a perennial stream or within 50 feet of an intermittent stream.
6. No felling of trees >5" dbh while Indiana bats may be present from 1 April through 30 September (i.e., trees may be felled from 1 October through 31 March).

### PRESCRIBED FIRE GUIDELINES

- In burn areas containing potential bat roost trees/snags >5" dbh, prescribed burns shall not be conducted from 15 April through 15 September in southern and central Indiana or from 25 April through 15 September in northern Indiana<sup>3</sup>.
- Temporary fire breaks shall be created/maintained around any known Indiana bat primary maternal roost trees that occur within a proposed burn area prior to the burn.

**NOTE:** If any of these guidelines can't be followed or additional clarification is needed, please contact the INFO.

**NOTE:** If proposed forest/timber management actions or prescribed burns will occur within a 10-mile radius of a known Indiana bat hibernaculum, then please contact the INFO for additional guidance (i.e., additional conservation measures may be required). Indiana bat hibernacula in Indiana are known to occur in Crawford, Greene, Harrison, Lawrence, Martin, Monroe, Orange, and Washington counties. You should also contact INFO if you will be conducting active forest management activities within 0.25 miles of a known occupied NLEB hibernaculum, which can be determined via IPaC (<https://ecos.fws.gov/ipac/>) (If NLEB is included on your project area's species list, you're within a known area).

<sup>3</sup> For the purposes of these guidelines "northern Indiana" includes Adams, Allen, Benton, Blackford, Carrol, Cass, Clinton, DeKalb, Elkhart, Fulton, Grant, Howard, Huntington, Jay, Jasper, Kosciusko, Lake, La Grange, La Porte, Marshall, Miami, Newton, Noble, Porter, Pulaski, Starke, St. Joseph, Steuben, Tippecanoe, Tipton, Wabash, Wells, Warren, White, and Whitley counties.

## Useful Links for Federally Listed Bats and Forest Management in Indiana

USFWS List of Federally-Listed Species in INDIANA with County Distribution

<https://www.fws.gov/midwest/endangered/lists/indiana-spp.html>

USFWS Information for Planning and Consultation (IPaC; access an official federal TE species list for your specific project area)

<https://ecos.fws.gov/ipac/>

USFWS Primary Indiana Bat (*Myotis sodalis*) web site

<https://www.fws.gov/midwest/Endangered/mammals/inba/index.html>

USFWS Primary Northern Long-eared Bat (*Myotis septentrionalis*) web site

<https://www.fws.gov/Midwest/endangered/mammals/nleb/index.html>

USFWS Range-wide Indiana Bat Survey Guidelines

<https://www.fws.gov/midwest/Endangered/mammals/inba/inbasummersurveyguidance.html>

White-Nose Syndrome (WNS; the devastating fungal disease affecting N. American bat species)

<https://www.whitenosesyndrome.org/>

USFWS Bat Literature Database - Scientific literature pertaining to bats, forest/fire management and other topics

<http://www.refworks.com/refshare2?site=040621159761600000/RWWEB103971662/USFWS%20Bat%20Lit.%20Databas e%20-%20Public%20Version>

ESA Section 7 Consultation Process

<https://www.fws.gov/midwest/endangered/section7/index.html>

ESA Section 10 HCP Process

<https://www.fws.gov/Midwest/endangered/permits/hcp/index.html>

Beneficial Forest Management Practices for WNS-Affected Bats: Voluntary Guidance for Land Managers and Woodland Owners in the Eastern United States (May 2018)

<https://www.whitenosesyndrome.org/mmedia-education/beneficial-forest-management-practices-for-wns-affected-bats-voluntary-guidance-for-land-managers-and-woodland-owners-in-the-eastern-united-states>

Going to Bat for Bats (SAF, The Forestry Source, Oct. 2018)

<https://s3.amazonaws.com/org.whitenosesyndrome.assets/prod/97f360f0-e75b-11e8-a344-bd763fb60c04-Forestry%20Source%20October%202018%20Email%20Low-Res.pdf>

Conserving Federally Endangered Indiana Bats on Private Woodlands

[Indiana Woodland Steward, Spring Issue 2013, Volume 21(1)]

<http://www.inwoodlands.org/conserving-federally-endangere/>

Northern Long-Eared Bat Listed under Endangered Species Act: What Woodland Owners in Indiana Need to Know

[Indiana Woodland Steward, Spring Issue 2015, Volume 24(1)]

<http://www.inwoodlands.org/northern-long-eared-bat-listed/>

A Few Beneficial Forest Management Practices (BFMPs) for Bats

[Indiana Woodland Steward, Winter Issue 2018, Volume 27(3)]

<http://www.inwoodlands.org/-beneficial-forest-manage-bats/>

Economic importance of bats in Agriculture (Science, April 2011)

<https://science.sciencemag.org/content/332/6025/41>



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

### Executive Summary:

On 02-16-22, the Monroe County Parks and Recreation Board approved to hire Graber Post Buildings, Inc. to upgrade the exterior of the Karst Farm Park Commons Building. The upgrade includes siding, soffit, fascia, trim, (2) entry doors and frames. A new roof was installed in January 2020.  
The project cost shall not exceed \$28,453.00.

| Fund Name(s):               | Fund Number(s): | Amount(s)                 |
|-----------------------------|-----------------|---------------------------|
| Non-reverting - Contractual | 1179-30006-0000 | Not to exceed<br>\$28,453 |
| Non-reverting - Contractual | 1178-30006-0000 |                           |

Presenter:

### Speaker(s) for Zoom purposes:

| Name(s)                                   | Phone Number(s)                           |
|---|---|
| <input type="text" value="Kelli Witmer"/> | <input type="text" value="812-320-0963"/> |

*(the speaker phone numbers will be removed from the document prior to posting)*

Attorney who reviewed:

## Agreement for Services

Agreement made between Graber Post Buildings, Inc. ("Contractor") and Monroe County Parks and Recreation Board and the Monroe County Board of Commissioners (collectively, "Monroe County"). The Contractor and Monroe County mutually agree as follows:

The terms of the agreement enlist Contractor to perform improvements on the Karst Farm Park Commons building. The following terms shall apply:

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

The total amount paid to Contractor shall not exceed Twenty Eight Thousand Four Hundred Fifty-Three Dollars (\$28,453.00) without further written approval by Monroe County. Contractor shall submit invoices, including the time and dates worked, and a detailed description of the work performed. Monroe County Parks and Recreation Department shall pay Contractor's submitted invoices within forty-five (45) days of receipt.

The Contractor shall complete the construction services identified in this Agreement before September 1, 2022.

2. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person(s) or property related to performance pursuant to this Agreement, and agrees to indemnify and save harmless Monroe County from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the service, except such claims, costs or suits arising out of the negligence of Monroe County or its employees.
3. **Worker's Compensation.** Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to Monroe County before commencement of work on a project. Failure to provide this certificate may be regarded by Monroe County as material breach of this Agreement, and may result in its cancellation without further cause. It shall be in Monroe County's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
4. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least One (1) million per occurrence, and Two (2) million dollars aggregate, and furnish proof of such insurance to Monroe County before commencement of work on a project. Failure to provide this certificate may be regarded by Monroe County, in its, sole discretion, as a material breach of this Agreement, and may result in its cancellation without further cause. It shall be in Monroe County's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
5. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran

-- or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

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

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

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

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

Delmar P. Wagler  
Graber Post Buildings, Inc. (Signature)

Delmar P. Wagler  
Graber Post Buildings, Inc. (Print Name)

2/18/2022  
Date

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS  
this \_\_\_\_\_ day of \_\_\_\_\_, 2022, pursuant to Monroe County Code Chapter 266-5.

**MONROE COUNTY BOARD OF COMMISSIONERS**

"AYES"

"NAYS"

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Penny Githens, Vice President

\_\_\_\_\_  
Penny Githens, Vice President

\_\_\_\_\_  
Lee Jones, Commissioner

\_\_\_\_\_  
Lee Jones, Commissioner

ATTEST:

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



Graber Post Buildings  
7716 N 900 E  
Montgomery, In 47558

(812) 636-7355  
(800) 264-5013  
(812) 636-4936 - fax  
www.graberpost.com

PROPOSAL

Owner: Monroe County Parks  
Address: 2450 S End Wright Rd  
Bloomington IN 47404  
Project Address: Same

Date: February 18 2022  
Email: \_\_\_\_\_  
Cell Number: 812-272-4852  
Home Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Ship to Address: \_\_\_\_\_

Specifications

**Shelter House #6 Commons Karst Farm Park**

Material and Labor for a metal siding over wood siding on existing structure.

#1 29 gauge 40 year G-Rib metal with a vapor barrier under metal  
All exposed fasteners to be screws.  
U.L CERTIFICATION IS AVAILABLE FOR G-RIB OR R-PANEL PROFILIES

12" soffit, fascia, and trims

2-1934 series walk doors (36") with panic and closeures (installed) Deadbolt **Doors = Evergreen**

Color: Burnished slate  
Includes all new trims & flashings & pipe boots  
Includes clean up of all GPB metal debris from jobsite.  
Does not include permits.

Graber Post Buildings, Inc ("Graber") proposes to furnish material and labor to complete the Project in accordance with the Terms and Conditions of this Proposal, stated below and on the reverse side hereof, and the above Specifications (collectively referred to herein as the "Work") for the sum of:

Twenty Seven Thousand Five Hundred Fifty Three----- Dollars \$27,593.00 ("Price")

Price shown is only good for acceptance by customer for 30 days from date of this Proposal. If work is not commenced within 180 days of execution of this Proposal by Owner, Graber may terminate this Proposal. If work is not commenced within this time and Graber elect to perform the Work, Owner shall pay to Graber all additional costs resulting from increases in the cost of materials in incidentals (i.e. fuel, etc.). Work shall be deemed to have commenced upon delivery of materials it site.  
State of Illinois Roofing Contractor Unlimited License # 104.015542 & 105.005642

Payment to of the Price shall be made as follows:  
\$0.00 deposit with acceptance of Proposal  
25% of Contract Price Due Upon Commencement o  
Balance Due Upon Completion  
Because of IRS regulations, cash payments in excess of  
\$5000.00 need to have prior arrangements made with your salesperson

Acceptance of Proposal - The Price, Specifications, Terms and Conditions contained in this Proposal are satisfactory and are here by accepted. You are authorized to perform the Work as specified. Payment with be made as outlined herein.

Debra P. Wagner  
Authorized Signature of Graber DPW

By: \_\_\_\_\_  
(print name) (date)

\*Note: This Proposal shall be deemed withdrawn if not executed by the Owner within 30 days

Title \_\_\_\_\_

Graber Post Buildings  
7716 N 900 E  
Montgomery, In 47558

(812) 636-7355  
(800) 264-5013  
(812) 636-4936 - fax  
www.graberpost.com

1. By signing this Proposal, Owner agrees to all terms and conditions of Proposal ("Terms & Conditions") including the terms and conditions on the reverse side of the Proposal.
2. Owner agrees to pay for and obtain suitable access to Site including all required permits, easements, approvals, variances, licenses and other rights necessary to perform the Work.
3. Owner agrees to furnish a level Site suitable for the Work. This Proposal does not include any site work or excavation.
4. Owner is responsible for, and agrees to mark, all underground utilities. Graber shall not be responsible for any damage to underground utilities.
5. Owner shall pay to Graber all additional costs resulting from unexpected subsurface conditions including, but not limited to, rock or stone.
6. Any change to the Specifications stated above must be approved by Graber and Owner in writing and Owner agrees to pay Graber all additional costs arising out of such changes.
7. Payment terms are stated above and payment shall be due within [10 days] after date of Graber's invoice. Interest shall accrue on any amounts not paid when due at the rate of [2% per month 24% per annum compounding monthly] from the date of invoice until paid. Owner is responsible for and hereby agrees to pay all of Graber's costs and expenses, including reasonable attorney's fee, incurred to collect any and all delinquent payment(s). No deductions or set off shall be taken without prior written authorization from Graber.
8. Owner agrees not to occupy any part of structure without Graber's written consent until Graber receives payment in full, including any additional costs.
9. "Substantial Completion" shall be the date when the Work is sufficiently complete in accordance with this Proposal so that the Owner can occupy and utilize the improvements for their intended use and purpose. "Site" includes the real property upon which the Work is to be performed.
10. Unless otherwise provided in this Proposal, the price includes all applicable federal, state, and local taxes and all charges for freight to deliver the Work to the Site.
11. If the progress of the Work is delayed as a result of adverse weather conditions not reasonably anticipated, shortages of material or labor, delays in transportation, strikes, failure of the Owner to timely make decisions and selections as and when required during the course of the Work, casualty, changes in the Work, concealed or unusual conditions encountered on the Site and not reasonably anticipated, or any other causes or occurrences beyond Graber's reasonable control, the Price may be equitably adjusted as a result of such delay and/or interference.
12. The Owner represents and warrants that (i) the Owner is the sole owner of the Site in fee simple; (ii) the Site is not subject to any liens, encumbrances, covenants, restrictions, easements, leases, tenancies or limitations that would prevent, prohibit or interfere with performance of the Work; (iii) the Site is suitably zoned to permit performance of the Work without the necessity of any variances; (iv) the Site is free of any contamination, hazardous substances or other environmental defects; (v) there are no unusual soil, hydrologic or subsurface conditions on the Site; and (vi) the Owner has sole and exclusive possession of the Site. Upon Graber's request, the Owner, at its expense, shall promptly furnish to Graber a true copy of a current title insurance policy or commitment issued by a recognized title insurance company confirming all of the foregoing information regarding the Owner's ownership of the Site and Graber shall be entitled to rely on such information.
13. Before Graber is required to commence the Work hereunder, the Owner shall furnish to Graber reasonable evidence that satisfactory financial arrangements (e.g. bank credit, construction loan, etc.) have been made by the Owner to fulfill the Owner's financial obligations to Graber under this Proposal.
14. Graber shall have access to the Site as it deems necessary to perform the Work and Owner agrees not to interfere with this access or performance of the Work.
15. To the fullest extent permitted by applicable law, Owner shall indemnify and hold harmless Graber and its officers, directors, shareholders, partners, employees, agents and consultants from any and all claims, costs, losses, and demands or judgments for damages for claims (including but not limited to attorney's fees) arising out of or relating to any act or omission of Owner regardless of whether or not such claim, cost, loss or damage is caused in part by any act or omission of an individual or entity indemnified hereunder.
16. If the Work is stopped or delayed, either in whole or in part, for a period of thirty (30) days under an order of any Court or other public authority having jurisdiction, or as a result of an act of government, or due to the fault or negligence of the Owner or as a result of an act or omission within Owner's control; or Owner fails to make payment when due, or Owner commits a material breach of any of its responsibilities or obligations under this Proposal, then Graber may terminate this Proposal and recover from Owner payment for all Work performed, for any costs with respect to materials, equipment, tools and construction equipment and machinery, and anticipated profit for all remaining portions of the Work not completed.
17. **LIMITED WARRANTY - DISCLAIMER - LIMITATION OF LIABILITY - REMEDIES.** Graber warrants that it will perform the Work in accordance with the Specifications. Owner's exclusive remedy and Graber's entire liability is to provide services to correct the deficiencies. If Graber is unable to correct the deficiencies, Owner's sole remedy is limited solely to the Price. Any action or litigation by the Owner against Graber for breach of express warranty or otherwise must be initiated within one (1) year of Substantial Completion. GRABER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. GRABER MAKES NO WARRANTIES REGARDING ANY PORTION OF ANY MATERIAL, SUPPLIES OR PRODUCTS MANUFACTURED BY ANY THIRD PARTY. Any advice, assistance, recommendation or other statement made by Graber or its employees, agents or representatives, concerning the use of the products, material quality, structural adequacy for any intended project, or compliance with applicable building codes are furnished without charge and are intended only as suggestions and are not to be relied upon, nor are they to be construed as guarantees or warranties. IN NO EVENT SHALL GRABER BE LIABLE FOR ANY CONTINGENT OR CONSEQUENTIAL DAMAGES, LOST TIME, LOST PRODUCTION, LOST PROFITS, LOST INCOME OR ANY OTHER LOSS OR EXPENSE EXPERIENCED BY OWNER OR ANY PARTY IN A CONTRACTUAL RELATIONSHIP WITH OWNER, INCLUDING LOSS SUSTAINED AS A RESULT OF INJURY OR DAMAGE TO ANY PERSON OR PROPERTY.
18. **ACKNOWLEDGEMENT, RELEASE AND INDEMNIFICATION REGARDING OPEN-FACED STRUCTURE.** To the extent the Proposal is for the construction of an open-faced structure (a/k/a open-sided building), Owner acknowledges that an open-faced structure is particularly susceptible to damage due to acts of God and inclement weather including, but not limited to, floods, storms, tornados, high winds, hail or other weather related damage, that may result in damage to real or personal property, or injury or death of the Owner or to third persons. Owner agrees to release, indemnify, save and hold harmless Graber and its officers, directors, shareholders, partners, employees and agents from and against any and all claims, demands, liabilities, causes of action, suits, debts, rights of action, rights of indemnity, costs, fees, losses, judgments or damages, including reasonable attorney's fees, arising out of or relating to any damage to real or personal property, injury or death to Owner or third persons caused by acts of God or inclement weather regardless of whether or not any claims, demands, liabilities, causes of action, suits, debts, rights of action, rights of indemnity, costs, fees, losses, judgments or damages, including reasonable attorney's fees, is caused in part by any act or omission of an individual or entity indemnified hereunder. **Owner's Initials: \_\_\_\_\_**
19. This Proposal, once executed by both parties, binds and benefits the parties and their respective successors and assigns. Owner may not assign this Proposal without the prior written consent of Graber.
20. In the event any provision of this Proposal shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Proposal.
21. This Proposal shall be governed by and construed under the laws of the State of Indiana.
22. This Proposal represents the entire agreement between the Owner and Graber and supersedes all prior negotiations, representations or agreements. This Proposal may be amended only by written instrument signed by both the Owner and Graber.
23. Graber's maximum liability shall not in any case exceed the Price, and shall in no event include any damages arising out of loss of use, lost profits or any other consequential damages.
24. All claims for alleged defects in the Work shall be deemed waived unless made in writing delivered to Graber within thirty (30) days after Substantial Completion. Owner shall afford Graber prompt and reasonable opportunity to inspect all Work as to which any claim is made.
25. Any controversy or claim arising out of or relating to this Proposal or the Work, or the breach thereof, shall be settled by arbitration held in Daviess County, Indiana, in accordance with the Rules of the American Arbitration Association, and judgment upon any award thereon may be entered in any court having jurisdiction thereof.
26. This Proposal and the Work shall be governed by and shall be construed according with the laws of the State of Indiana without reference to choice of law principles.
27. This Proposal, once executed by the parties and subject to the Terms and Conditions stated herein, may not be changed or terminated orally, and no change, termination or waiver of any of its provisions shall be valid unless in writing and signed by the party against whom such claimed change, termination or waiver is sought to be enforced.
28. Any action or claim against Graber arising out of this Proposal or Work must be commenced within one year following Substantial Completion.
29. The officer executing the Proposal on behalf of Owner represents to Graber that he or she is duly authorized by Purchaser to do so.



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

### Executive Summary:

Agreement with F&E PaymentPros for annual support, software license, and hardware maintenance for EZ Scan.  
The EZ Scan scanner and software processes tax payments.  
The annual maintenance contract increased beginning in 2022. It is \$3,565/year.

| Fund Name(s):                             | Fund Number(s):                   | Amount(s)                               |
|---|-----------------------------------|---|
| <input type="text" value="General Fund"/> | <input type="text" value="1000"/> | <input type="text" value="\$3,565.00"/> |

Presenter:

### Speaker(s) for Zoom purposes:

| Name(s)  | Phone Number(s)                           |
|--|---|
| <input type="text" value="Jessica McClellan"/> | <input type="text" value="812-349-2531"/> |

*(the speaker phone numbers will be removed from the document prior to posting)*

Attorney who reviewed:



# PaymentPros

February 15, 2022

Monroe County Treasurer  
Jessica McClellan  
100 W Kirkwood Ave  
Bloomington IN 47404

## Annual Premier Licensing, Maintenance & Support Package:

EZ-Scan Annual Licensing, Maintenance & Support Serial#1325174944

*Includes:*

- Licensing of EZ-Scan Remittance Processing Software
- Technical Support

Annual Gold Maintenance Agreement for Canon CR-190i Scanner, S/N: #FG309372 and DigiCheck Check Jogger, S/N: #2005130054

*Includes:*

- On-site preventative maintenance
- On-site maintenance and repair services provided by F&E Certified Technician
- In shop repairs and rebuilds via Depot Services
- All labor and parts<sup>(1)</sup> needed per normal manufacturer specifications
- Remote technical support and diagnostics

(1) F&E Gold Maintenance Plan: F&E Gold M/A covers labor and parts (excludes motors, PC & logic boards), routine cleanings and repairs. Excludes services required due to damage from misuse or neglect of equipment. Determination of any damage will be at the discretion of an F&E Certified Service Technician.

*Effective Dates:*

- April 1, 2022 thru March 31, 2023

*Price:*

\$ 3,565/year

Accepted by: \_\_\_\_\_ P.O.#: \_\_\_\_\_

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

F&E PaymentPros TIN: 20-0669377

This document is confidential and is only for use by the intended recipient. All quoted pricing is guaranteed for 30 days.

*Payment Transactions - Simple & Secure*

**F&E PaymentPros | 9279 Olde Eight Road | PO Box 670289 | Northfield OH 44067**

Page 53 of 135  
**330.468.2004 | F: 330.468.0696 | [fepaymentpros.com](http://fepaymentpros.com)**

## Agreement for Tax Statement Preparation and Processing

Agreement made the \_\_\_\_ day of \_\_\_\_\_ 2022, between F&E Payment Pros (“Contractor”) and the Monroe County Treasurer (“Treasurer”) and approved and/or ratified by the Monroe County Board of Commissioners, pursuant to Monroe County Code 266-5(C). The Contractor and Treasurer mutually agree as follows:

The terms of the agreement enlist Contractor to furnish labor and material necessary for the Treasurer to fulfill the Treasurer's statutory obligation to prepare and process Tax Statements. The following terms shall apply:

- 1. Scope of Agreement and Price.** Contractor shall perform the services as listed in Exhibit A, which is attached hereto and incorporated herein. Contractor and the Treasurer agree that the Treasurer shall pay Contractor for the items chosen by the Treasurer, which shall cover the entire cost of all labor and all materials and in no event shall exceed **Three Thousand Five Hundred Sixty Five Dollars (\$3,565.00)**. Contractor understands that the Treasurer may not pay in advance and may only pay for actual material or labor received. Should Contractor fail to perform as required and according to the satisfaction of the Treasurer, the Treasurer may, in her discretion, withhold payment until Contractor completes the services required and expected by the Treasurer. Contractor agrees to invoice the Treasurer for actual material and labor costs. Upon invoice sent by the Contractor, the Treasurer shall pay for actual materials or labor received within forty five (45) days of receipt of said invoice.
- 2. Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Agreement, and agrees to indemnify and save harmless the Treasurer from all claims, costs or suits of whatever nature, including attorneys’ fees, related to performance of the Agreement, except such claims, costs or suits arising out of the fault of the Treasurer or its employees.
- 3. Worker’s Compensation.** Contractor shall purchase and maintain a policy of Worker’s Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Treasurer before commencement of work on the Agreement. Failure to provide this certificate may be regarded by the Treasurer as material breach of this Agreement, and may result in its cancellation without further cause.
- 4. Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Treasurer before commencement of work on the Agreement. Failure to provide this certificate may be regarded by the Treasurer as a material breach of this Agreement, and may result in its cancellation without further cause.
- 5. Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

It is further agreed that a penalty may be deducted from the amount owed Contractor under this Agreement the sum of five dollars (\$5.00) for each person for each calendar day during

which such person was discriminated against or intimidated in violation of this provision. If a second or subsequent violation occurs, this Agreement may be terminated, and all monies due or to become due hereunder may be forfeited. It is further agreed that a breach of this covenant may be considered a material breach of the contract.

6. **Compliance with Law.** Contractor shall comply with all applicable laws and regulations. Contractor shall indemnify and save harmless the Treasurer for any fines or expenses of any nature which it might incur from Contractor's noncompliance. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:
  - o Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
  - o Contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists.
  - o Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

Contractor affirms by its signature below that it is in compliance with IC 5-22-16.5 et seq.

7. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Treasurer for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
8. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
9. **Compliance with County Harassment Policy.** Each party shall comply with all federal, state, and municipal laws, rules and regulations which are applicable to the performance of this Agreement, including Monroe County's policies and regulations prohibiting any and all types of harassment. A copy of the County's policies shall be made available to Contractor. Contractor shall ensure all Contractor's employees, who interact with Monroe County, receive a copy of and are made aware of Monroe County policies and regulations.
10. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.
11. **Notices.** Any notices to either party shall be provided in writing to the parties at the address listed below:

F&E PaymentPros  
PO Box 670289  
Northfield OH 44067

Monroe County Treasurer  
c/o Monroe County Legal Department  
Courthouse, Room 220  
100 W. Kirkwood Ave.  
Bloomington, IN 47404

**Entire Agreement Amendments.** This Agreement represents the entire Agreement between the parties. No amendments shall be made to this Agreement unless mutually agreed to by both parties, reduced to writing and signed and approved as this Agreement is signed and approved.

**IN WITNESS WHEREOF,** Contractor and Treasurer execute this Agreement as dated

below and may, if necessary, execute the Agreement in two counterparts, each of which shall be deemed an original.

F&E PaymentPros  
"Contractor"

Monroe County Treasurer

\_\_\_\_\_

\_\_\_\_\_

By: Brad Lewis

By: Jessica McClellan,

F&E PaymentPros

Monroe County Treasurer

Date \_\_\_\_\_

Date \_\_\_\_\_

**Pursuant to Monroe County Code 266-5(C) this Services Agreement is APPROVED BY  
THE MONROE COUNTY BOARD OF COMMISSIONERS  
this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**MONROE COUNTY BOARD OF COMMISSIONERS**

"AYES"

"NAYS"

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Penny Githens, Vice President

\_\_\_\_\_  
Penny Githens, Vice President

\_\_\_\_\_  
Lee Jones

\_\_\_\_\_  
Lee Jones

ATTEST:

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



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

**Executive Summary:**

L&D Mail Masters will print and mail tax bills for 2022 property taxes. This contract is for the printing and processing of the tax bills and the postage due to USPS, but paid through L&D Mail Masters.

Service Contract: \$14,746.27  
Postage: \$22,400  
-----  
Total: \$37,146.27

Postage is an estimate based on last year's mailing and increase in postage costs. Monroe County will receive a second postage billing after the mailing is complete. Total amount of contract includes an additional \$850.00 for postage.

| Fund Name(s):                        | Fund Number(s):                   | Amount(s)                                |
|--------------------------------------|-----------------------------------|--|
| <input type="text" value="General"/> | <input type="text" value="1000"/> | <input type="text" value="\$38,000.00"/> |

Presenter:

**Speaker(s) for Zoom purposes:**

| Name(s)  | Phone Number(s)                           |
|--|---|
| <input type="text" value="Jessica McClellan"/> | <input type="text" value="812-349-2531"/> |

*(the speaker phone numbers will be removed from the document prior to posting)*

Attorney who reviewed:

# L & D Mail Masters, Inc.

110 Security Pkwy New Albany IN 47150-9366

Phone: (812) 981-7161 Fax: (812) 981-7169

[kschmidt@ldmailmasters.com](mailto:kschmidt@ldmailmasters.com)

## Invoice for Postage

**Attn** Jessica McClellan  
Monroe County Treasurer

**Job Name:** 2021 TAX STATEMENTS PA

**Invoice #** 194877P **CustCode:** MonCT

**Invoice Date:** 02/08/22

**PO#:**

### Invoice Details

**Job Number:** 194877P

**Project:** 2021 TAX STATEMENTS PAY 2022

**Postage Due:** 02/28/22 (Based on the estimated mail date of 04/01/22)

**Postage Affixed:** Meter 5089

**Postage Amount:** \$22,400.00

**Expected Qty.:** 64,191

**Postage Type:** Presorted 1st

### Special Instructions:

If you are mailing on our permit account, please make your check payable to L & D Mail Masters, Inc.

Please indicate on your check memo or description line that this check is for "Postage Pre-payment"

Include a photocopy of this invoice with your payment.

**PAY ONLINE at [customers.ldmailmasters.com](http://customers.ldmailmasters.com)**  
**3% fee on Credit Cards or \$2.95 flat fee on ACH**



|                    |
|--------------------|
| <b>Estimate</b>    |
| Estimate # 79977   |
| Est Date: 02/10/22 |
| CustCode: MonCT    |

L & D Mail Masters, Inc. - 110 Security Pkwy - New Albany, IN 47150-9366

Phone: (812) 981-7161 Fax: (812) 981-7169

| CUSTOMER INFO   | JOB INFO  | Estimate # 79977 |
|---|---|------------------|
| Attn: Jessica McClellan<br>Monroe County Treasurer<br>100 W Kirkwood Ave Court House Room 204<br>Bloomington IN 47404-5143<br><br><b>Phone:</b> (812) 349-2530 <b>Fax:</b> (812) 349-2079<br><b>Terms:</b> Net 10 | <b>Account Rep</b> Kim Schmidt<br><b>Email:</b> kschmidt@ldmailmasters.com<br><br><b>Job Name:</b> 2022 Tax Statements<br><br><b>Data Due:</b> <b>Pstg \$ Due:</b><br><b>Material Due:</b> <b>Drop Date:</b> 04/01/22 |                  |

| Qty | Description | Unit Price | Ext Price |
|-----|-------------|------------|-----------|
|-----|-------------|------------|-----------|

### Data Processing

|                  |  |          |                 |
|------------------|--|----------|-----------------|
| 2                | Document Set Up -  | 50.00000 | \$100.00        |
| 1                | Load Customer Data & CASS Certify - 1 - 50,000 Records,Load Data from Email,File Status: Delete in 30 days | 50.00000 | \$50.00         |
| 1                | NCOA/File Upload -   | 80.00000 | \$80.00         |
| 1                | Presort Data -   | 0.00000  | \$0.00          |
| 1                | Proofing -   | 0.00000  | \$0.00          |
| 64,191           | Quick View Here PDF -  | 0.01000  | \$641.91        |
| 0                | Quick View Here registered users per user -  | 0.15000  | \$0.00          |
| 1                | Split Data -   | 25.00000 | \$25.00         |
| <b>SubTotal:</b> |  |          | <b>\$896.91</b> |

### Lettershop

|                  |   |         |                   |
|------------------|---|---------|-------------------|
| 41,450           | Insert #10 Machinable Match - #10 Window Envelope,2-6 Pieces,2-6 Matches,1 - 5,000 Pieces,Not Heavy/Regular       | 0.04000 | \$1,658.00        |
| 750              | Insert 9x12 Machinable Match - 9 x 12 Window Envelope,8-50 Pieces,8-50 Matches,1 - 5,000 Pieces,Not Heavy/Regular | 0.25000 | \$187.50          |
| 41,450           | Insert Bucksliip #10 -  | 0.00500 | \$207.25          |
| 750              | Insert Bucksliip 9x12 -   | 0.00500 | \$3.75            |
| 42,200           | Insert Quick View Here Buck Slip -  | 0.00500 | \$211.00          |
| 122,382          | Machine Fold -  | 0.00500 | \$611.91          |
| 750              | Machine Metering flat -   | 0.00000 | \$0.00            |
| 41,450           | Machine Metering Letter #10 -   | 0.00000 | \$0.00            |
| <b>SubTotal:</b> |   |         | <b>\$2,879.41</b> |

### Print

|        |   |         |            |
|--------|---|---------|------------|
| 47,300 | Buck Slip - 8 1/2 x 3 1/2 b/0 -                     | 0.03447 | \$1,630.19 |
| 47,300 | Buck Slip - 8 1/2 x 3 1/2 Quick View here inserts - | 0.01500 | \$709.50   |
| 0      | Cutting - Generic Bucksliip - BLUE PAPER            | 0.00000 | \$0.00     |





**CUSTOMER INFO****JOB INFO**

Estimate # 79977

|   |  |   |  |
|---|--|---|--|
| Attn: Jessica McClellan<br>Monroe County Treasurer<br>100 W Kirkwood Ave Court House Room 204<br>Bloomington IN 47404-5143<br><br><b>Phone:</b> (812) 349-2530 <b>Fax:</b> (812) 349-2079<br><b>Terms:</b> Net 10 |  | <b>Account Rep</b> Kim Schmidt<br><b>Email:</b> kschmidt@ldmailmasters.com<br><b>Job Name:</b> 2022 Tax Statements<br><br><b>Data Due:</b> <b>Pstg \$ Due:</b><br><b>Material Due:</b> <b>Drop Date:</b> 04/01/22 |  |
|---|--|---|--|

| Qty | Description | Unit Price | Ext Price |
|-----|-------------|------------|-----------|
|-----|-------------|------------|-----------|

**Comments**

## Agreement for Tax Statement Preparation and Processing

Agreement made the \_\_\_\_ day of \_\_\_\_\_ 2022, between L & D Mail Masters, Inc. (“Contractor”) and the Monroe County Treasurer (“Treasurer”) and approved and/or ratified by the Monroe County Board of Commissioners, pursuant to Monroe County Code 266-5(C). The Contractor and Treasurer mutually agree as follows:

The terms of the agreement enlist Contractor to furnish labor and material necessary for the Treasurer to fulfill the Treasurer's statutory obligation to prepare and process Tax Statements. The following terms shall apply:

- 1. Scope of Agreement and Price.** Contractor shall perform the services as listed in Exhibit A and Exhibit B, which is attached hereto and incorporated herein. Contractor and the Treasurer agree that the Treasurer shall pay Contractor for the items chosen by the Treasurer, which shall cover the entire cost of all labor and all materials and in no event shall exceed **Thirty Eight Thousand Dollars (\$38,000.00)**. Contractor understands that the Treasurer may not pay in advance and may only pay for actual material or labor received. Should Contractor fail to perform as required and according to the satisfaction of the Treasurer, the Treasurer may, in her discretion, withhold payment until Contractor completes the services required and expected by the Treasurer. Contractor agrees to invoice the Treasurer for actual material and labor costs. Upon invoice sent by the Contractor, the Treasurer shall pay for actual materials or labor received within forty five (45) days of receipt of said invoice.
- 2. Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Agreement, and agrees to indemnify and save harmless the Treasurer from all claims, costs or suits of whatever nature, including attorneys’ fees, related to performance of the Agreement, except such claims, costs or suits arising out of the fault of the Treasurer or its employees.
- 3. Worker’s Compensation.** Contractor shall purchase and maintain a policy of Worker’s Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Treasurer before commencement of work on the Agreement. Failure to provide this certificate may be regarded by the Treasurer as material breach of this Agreement, and may result in its cancellation without further cause.
- 4. Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Treasurer before commencement of work on the Agreement. Failure to provide this certificate may be regarded by the Treasurer as a material breach of this Agreement, and may result in its cancellation without further cause.
- 5. Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

It is further agreed that a penalty may be deducted from the amount owed Contractor under this Agreement the sum of five dollars (\$5.00) for each person for each calendar day during

which such person was discriminated against or intimidated in violation of this provision. If a second or subsequent violation occurs, this Agreement may be terminated, and all monies due or to become due hereunder may be forfeited. It is further agreed that a breach of this covenant may be considered a material breach of the contract.

6. **Compliance with Law.** Contractor shall comply with all applicable laws and regulations. Contractor shall indemnify and save harmless the Treasurer for any fines or expenses of any nature which it might incur from Contractor's noncompliance. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:
  - o Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
  - o Contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists.
  - o Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

Contractor affirms by its signature below that it is in compliance with IC 5-22-16.5 et seq.

7. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Treasurer for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
8. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
9. **Compliance with County Harassment Policy.** Each party shall comply with all federal, state, and municipal laws, rules and regulations which are applicable to the performance of this Agreement, including Monroe County's policies and regulations prohibiting any and all types of harassment. A copy of the County's policies shall be made available to Contractor. Contractor shall ensure all Contractor's employees, who interact with Monroe County, receive a copy of and are made aware of Monroe County policies and regulations.
10. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.
11. **Notices.** Any notices to either party shall be provided in writing to the parties at the address listed below:

L & D Mail Masters, Inc.  
110 Security Pkwy  
New Albany, IN 47150-9366

Monroe County Treasurer  
c/o Monroe County Legal Department  
Courthouse, Room 220  
100 W. Kirkwood Ave.  
Bloomington, IN 47404

**Entire Agreement Amendments.** This Agreement represents the entire Agreement between the parties. No amendments shall be made to this Agreement unless mutually agreed to by both parties, reduced to writing and signed and approved as this Agreement is signed and approved.

**IN WITNESS WHEREOF,** Contractor and Treasurer execute this Agreement as dated

below and may, if necessary, execute the Agreement in two counterparts, each of which shall be deemed an original.

L & D Mail Masters, Inc.  
"Contractor"

Monroe County Treasurer

\_\_\_\_\_

\_\_\_\_\_

By:

By: Jessica McClellan,

\_\_\_\_\_  
Kim Schmidt  
L & D Mail Masters, Inc.

Monroe County Treasurer

Date \_\_\_\_\_

Date \_\_\_\_\_

**Pursuant to Monroe County Code 266-5(C) this Services Agreement is APPROVED BY  
THE MONROE COUNTY BOARD OF COMMISSIONERS  
this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**MONROE COUNTY BOARD OF COMMISSIONERS**

"AYES"

"NAYS"

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Penny Githens, Vice President

\_\_\_\_\_  
Penny Githens, Vice President

\_\_\_\_\_  
Lee Jones

\_\_\_\_\_  
Lee Jones

ATTEST:

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



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

### Executive Summary:

The Parcel Fabric Integration Project is a new way of organizing parcel data and related layers. It will allow the County GIS to better align tax parcels to other layers like subdivisions, section lines and more. The Parcel Fabric will be used to better align the parcels to what's on the ground and to preserve parent-child relationships during parcel splits, etc. This request to contract Sidwell to create this fabric and integrate it into the existing County GIS.

| Fund Name(s):  | Fund Number(s):                                  | Amount(s)                             |
|--|--|---------------------------------------|
| <input type="text" value="Auditor's Ineligible Deductions"/> | <input type="text" value="1216.00010.000.0000"/> | <input type="text" value="\$89,100"/> |

Presenter:

### Speaker(s) for Zoom purposes:

| Name(s)   | Phone Number(s)                           |
|---|---|
| <input type="text" value="Susie Johnson"/>          | <input type="text" value="812-349-2239"/> |
| <input type="text" value="Trohn Enright-Randolph"/> | <input type="text" value="812-349-2570"/> |
| <input type="text" value="Jared Eichmiller"/>       | <input type="text" value="812-349-2048"/> |
| <input type="text" value="Sidwell Representative"/> | <input type="text" value="630-549-1000"/> |

*(the speaker phone numbers will be removed from the document prior to posting)*

Attorney who reviewed:

## Monroe County, IN GIS Professional Services

100 Illinois Street, Suite 200  
St. Charles, Illinois 60174  
Ph : (630) 549-1000 | Fax : (630) 549-1111  
[www.sidwellco.com](http://www.sidwellco.com)



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# Contents

- Contents ..... ii**
- 1. Preamble ..... 1**
- 2. Scope of Work ..... 2**
  - 2.1 Project Initiation Meeting ..... 2
  - 2.2 Assess & Define ..... 2
    - 2.2.1 Onsite Needs and Workflow Analysis ..... 2
    - 2.2.2 Documentation of Departmental and User Interviews ..... 2
    - 2.2.3 Presentation and Delivery ..... 3
  - 2.3 Data Services ..... 3
  - 2.4 ArcGIS Pro Fabric Pilot Project ..... 4
  - 2.5 Upgrade to ArcGIS Pro ..... 4
    - 2.5.1 ArcGIS Pro Training ..... 4
  - 2.6 ArcGIS Pro Fabric Migration ..... 4
    - 2.6.1 Source Data ..... 4
    - 2.6.2 Data Loading ..... 5
  - 2.7 Implementation and Training ..... 5
    - 2.7.1 Implementation ..... 5
    - 2.7.2 Training ..... 5
    - 2.7.3 Follow-Up Training ..... 6
  - 2.8 Premium Parcel Fabric Workflow Support ..... 6
- 3. Base Project Fees ..... 8**
  - 3.1 Fee Summary ..... 8
- 4. Additional Provisions ..... 10**
- 5. Authorization ..... 13**

# 1. Preamble

THIS CONTRACT (“contract”) is made by between THE SIDWELL COMPANY (a subsidiary of Harris Local Government), an Illinois corporation with its principal place of business located in St. Charles, Illinois, hereinafter called “Sidwell,” as party of the first part, and MONROE COUNTY, a political subdivision of the STATE OF INDIANA, hereinafter called the “Agency,” as party of the second part, WITNESSETH:

WHEREAS, Sidwell is in the business of providing Geographic Information Services and other Professional Services for various governmental agencies in the United States; and

WHEREAS, the Agency is desirous of having Sidwell provide Geographic Information Services and/or other Professional Services; and

NOW, THEREFORE, in consideration of the mutual agreements made herein, the recitals of fact hereinabove set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows;

Sidwell will perform the services described in the scope of work that follows and the Agency will make the payments set forth in Sections “Project Fees” and “Additional Provisions”, below.

## 2. Scope of Work

### 2.1 Project Initiation Meeting

Sidwell will schedule a project initiation, or “kick-off” meeting with the appropriate County personnel to set project expectations, acquire necessary data and establish timelines for the completion of the project. The Sidwell Project Manager will be introduced as the primary contact on behalf of Sidwell during this meeting. This will also include setting expectations and action items to be completed prior to the arrival of the Sidwell Project Manager in the County.

### 2.2 Assess & Define

Sidwell will analyze the current workflows, datasets, and GIS infrastructure potential within the County departments that have a vested interest in the land records management workflows. This includes the Surveyor/GIS, Recorder, Assessor, Auditor departments. From this analysis, Sidwell will provide new recommended GIS workflows that take full advantage of the Esri Platform and Sidwell software solutions. To provide due diligence in meeting the needs of the County.

#### 2.2.1 Onsite Needs and Workflow Analysis

The Sidwell Project Manager will conduct departmental and user interviews for those with a stake in the project. These interviews will be conducted remotely over one (1) day and will include the following departments:

- Surveyor/GIS
- Recorder
- Auditor
- Assessor

Through these conversations, Sidwell will establish a strong understanding of the current data, technology, and workflow needs. It will be the County’s responsibility to assist with arranging for these meetings to occur during the time frame allotted for these services. While much of the specifics of the interviews and direction of the analysis will be fully defined during the Project Initiation meeting, it is expected that the information gathered during these interviews may include, but are not limited to: data needs and data maintained, existing workflows and workflow needs, and existing software and application use and needs.

#### 2.2.2 Documentation of Departmental and User Interviews

After all staff members are interviewed, and information is collected, Sidwell will document their findings and define recommended workflows. These workflow models will retain proven efficiencies while implementing the new technologies included in the proposed project. The findings and proposed workflow will be presented to the County. The County is encouraged to

engage in ongoing dialog with the Project Manager to refine the workflow over the life of the project. All materials used in the presentation will be made available to the County for future reference.

**Deliverables:**

- Summarized interview responses and documentation of current data, workflows, and practices at the County

### 2.2.3 Presentation and Delivery

The County, after receiving deliverables and documentation, will be allocated time to review these materials independently to ensure consensus from project stakeholders on recommended changes to report back to Sidwell. The County will communicate these changes to Sidwell. Sidwell will make all necessary changes to the documentation and deliver the final recommendations and designs to the County via a remote presentation.

**Deliverables:**

- Final recommended short and long-term goals
- Best practices for GIS deployment
- Professional GIS services estimate to assist the County with implementing recommendations and goals

## 2.3 Data Services

After review of the County’s existing cadastral data, Sidwell found that many curves in the data are ‘densified arcs’, which describes a single line feature with several small straight segments that resembles a curve when displayed at a larger scale. These data services include cleaning the parcel line layer and rebuilding the polygons from cleaned lines. Additionally, Sidwell will be perform procedures on the lines to merge line types together from each source data layer into one comprehensive line layer. Each line will be given one or multiple designations depending upon spatial coincidence.

More specifically, Sidwell will do the following:

- Build a new parcel fabric geodatabase and add parcel types (tax parcels, subdivisions, lots, sections, etc.) as requested by the County
- Improve coincidence between source layers
- Run a full parcel topology check and fix errors with the following rules:
  - Parcel polygons must not overlap
  - Parcel polygons must contain a parcel point
  - Parcel points must be properly inside of parcel polygons
  - Parcel lines must be covered by boundary of parcel polygons
  - Parcel polygon boundaries must be covered by parcel lines

- Parcel lines must not have dangles
- Convert densified arcs to true arcs on the parcel line layer
- Load parcel lines into the fabric and rebuild parcel polygons with existing attributes
- Load parcel points and annotations to geodatabase
- Load PLSS section polygons if requested

## 2.4 ArcGIS Pro Fabric Pilot Project

Sidwell and the County will identify the appropriate area (250 parcels) to be used in the pilot project. Sidwell will perform a full parcel fabric migration of this dataset. The data will be delivered and reviewed by both Sidwell and the County.

### Deliverables:

- Pilot area parcel dataset that has been fully migrated to the new ArcGIS Pro Parcel Fabric data model.

## 2.5 Upgrade to ArcGIS Pro

Sidwell will upgrade the County's GIS workstation environment to ArcGIS Pro. Sidwell will install and configure ArcGIS Pro on each laptop and convert existing ArcGIS Desktop map documents (.mxd) to the ArcGIS Pro project files (.aprx). Current County geodatabases will be also be upgraded for the current working version of ArcGIS Pro at the time of delivery.

### 2.5.1 ArcGIS Pro Training

The Sidwell project manager will perform two (2) days of remote training to the County staff on the tools and functionality of ArcGIS Pro. This training can be used for end-user tasks, administrative functionality, and/or a combination of both.

## 2.6 ArcGIS Pro Fabric Migration

Sidwell will migrate the County's existing Esri geodatabase to the parcel fabric for ArcGIS Pro. The project geodatabase will be enabled with the latest schema and functionality available for the current working version of ArcGIS Pro at the time of delivery. Sidwell will adhere to established criteria for final delivery to ensure the County's satisfaction.

### 2.6.1 Source Data

Sidwell will prepare a new ArcGIS Pro compliant parcel fabric dataset and convert the County's existing parcel model to the new parcel fabric format. Sidwell will take the necessary steps to stage and load existing parcel features into the new parcel fabric, and then tune the fabric for performance. The project geodatabase will be enabled with the latest schema and functionality

available for the current working version of ArcGIS Pro at the time of delivery. All attributes from each of the layers will be retained unless notified by the County.

## **2.6.2 Data Loading**

After properly staging the data, Sidwell will load the data into a geodatabase.

### **2.6.2.1 Create Parcel Fabric Geodatabase**

Sidwell will convert and load the staged County parcel features into an Esri ArcGIS geodatabase using the most current ArcGIS Pro parcel fabric data model at the time of conversion.

### **2.6.2.2 Load Staging Data**

Sidwell will load the data from the staging geodatabase into the parcel fabric using ArcGIS Pro geoprocessing tools. The data will be loaded in stages for each type of feature.

### **2.6.2.3 Testing**

Sidwell will perform a series of testing procedures and small edits on the data. This is to ensure that the data has been loaded correctly and can utilize the intended functions and tools.

## **2.7 Implementation and Training**

Sidwell will provide County staff with all documentation and training materials necessary to successfully maintain the new geodatabase and parcel fabric. Sidwell will provide three (3) days of remote resources to assist in the implementation and training of the new project geodatabase on the County's enterprise system. Sidwell will assist in the installation, configuration, and testing of mapping workstations. Sidwell will also provide two (2) days of remote follow-up training services to ensure that County staff will be able to maintain the new system.

### **2.7.1 Implementation**

A Sidwell Project Manager or Analyst will perform the following services at the County:

- Assistance in loading project geodatabase into the enterprise GIS system
- Assistance in configuring project geodatabase in production for versioning, privileges, other ArcGIS Enterprise related settings
- Loading of project files onto accessible directories with consulting from County
- End-to-end testing of accessing, editing, and map production workflows in production enterprise project geodatabase
- Sidwell will utilize County specific data for all training and workflow development specifically for deployment within the County's environment.

### **2.7.2 Training**

A Sidwell Project Manager or Analyst will conduct instructor-led training for the County staff. The following outline is provided as a guide for which topics are to be covered. The order and length

of each session is expected to be fluid to keep pace with the participating staff members from day-to-day.

### **Parcel Fabric Training**

In this course, individuals responsible for mapping in the parcel fabric environment are trained on the parcel fabric editing tools provided in ArcGIS Pro as well as any applicable Sidwell solutions. Users will perform fully documented hands-on exercises and County examples that address the following functions:

- Understanding the parcel fabric components
- Querying the parcel fabric (e.g. history)
- Splitting and merging parcels (simple)
- Making boundary line adjustments
- Creating condominiums
- Entering plats/subdivisions - COGO
- Joining and adjusting to parcel fabric
- Copying and pasting constructions into the parcel fabric
- Placing bearing and dimension annotations using fabric tools
- Publishing the parcel fabric to the Enterprise GIS environment
- Incorporate Section Corner/Monumentation into maintenance workflow

### **Assumptions**

The following is assumed under this contract:

- County staff participating in the training are required to have basic experience using ArcGIS Pro (version 2.0 or later). Required skills include, but are not limited to navigating maps (zoom, pan, full extent), turning layers on/off, saving map documents, changing layer properties, adding toolbars to the interface, etc.
- The number of active County training participants must be eight (8) or fewer at any one time.

### **2.7.3 Follow-Up Training**

Sidwell will provide the County with two (2) days of follow up remote training intended to support the County after go-live, including answering questions and working through complicated mapping scenarios. This segment of training will use the newly converted County data.

## **2.8 Premium Parcel Fabric Workflow Support**

With Premium Parcel Fabric Workflow Support, which is renewed on an annual basis, Sidwell will provide front-line support for tools, workflows, and best practices for users working in the parcel fabric data model. This support package allows customers to receive support from our professional services team to address issues directly related to:

- Best-practices technical and workflow support for Esri's Parcel Fabric
- Step-by-step support with parcel mapping workflows, including:
  - Parcel workflows introduced by Sidwell
  - Joining/unjoining parcels and sketches
  - Plans
  - Examining attributes
- Support with data specific map document design, including:
  - Layer symbology schemes
  - Field aliasing
  - Complex labeling
- Support with existing parcel fabric adjustment workflows, including:
  - Transforming parcels
  - Parcel fabric adjustment
- Help with mapping and display strategies for optimized visualization of data
- Routines and scripts to publish parcel fabric data to the desktop and/or web
- Help with understanding the structure of your data, reviewing attributes for quality control, and other map analysis such as working with historical parcel data
- Future planning questions about software patches/upgrades or how map changes may affect other systems (such as publishing to ArcGIS Online or exporting to end users)

## 3. Base Project Fees

### 3.1 Fee Summary

This summary of services and fees are for the migration of the Agency's GIS assessment, parcel data services and migration to the Esri ArcGIS Pro Parcel Fabric Data Model. This will be a phased approach, which includes data services to resolve topology issues, curve and line data clean up and coincidence matching, a pilot project, Assess & Define services to review the County's existing parcel management workflow and detailed evaluation of the County's parcel and related data. The main phase of the project outlines migrating the data into an ArcGIS Pro Fabric model and end user training. Additional services include follow up training and ongoing premium level support.

| Professional GIS Services   | Fees                      |
|---|---------------------------|
| <p><b>Assess &amp; Define</b></p> <ul style="list-style-type: none"> <li>• Project Kick-off</li> <li>• Parcel Management Workflow department meetings:               <ul style="list-style-type: none"> <li>○ Surveyor/GIS</li> <li>○ Recorder</li> <li>○ Auditor</li> <li>○ Assessor</li> </ul> </li> <li>• Information collation and report authoring</li> <li>• Report and recommendations presentation</li> </ul>   | <p><b>\$4,225.00</b></p>  |
| <p><b>Data Services</b></p> <ul style="list-style-type: none"> <li>• Full topology cleanup</li> <li>• Coincidence matching</li> <li>• Curve and line cleanup</li> </ul>   | <p><b>\$37,250.00</b></p> |
| <p><b>ArcGIS Pro Fabric Pilot Project</b></p> <ul style="list-style-type: none"> <li>• Complete a small project area (approximately 250 parcels)</li> <li>• Acquire existing data</li> <li>• Parcel Fabric Migration               <ul style="list-style-type: none"> <li>○ Pilot data will reflect all base project and recommended data services</li> </ul> </li> <li>• Pilot project delivery</li> <li>• Pilot review and maintenance workflow discussion</li> </ul> | <p><b>\$7,425.00</b></p>  |

|   |                           |
|---|---------------------------|
| <p><b>Upgrade to ArcGIS Pro</b></p> <ul style="list-style-type: none"> <li>• Install, license and configure ArcGIS Pro</li> <li>• Conversion of existing map documents (.mxd) to ArcGIS Pro projects (.aprx)</li> <li>• Training on ArcGIS Pro – two (2) days remote</li> </ul>   | <p><b>5,380.00</b></p>    |
| <p><b>ArcGIS Pro Fabric Migration</b></p> <ul style="list-style-type: none"> <li>• Parcel data conversion <ul style="list-style-type: none"> <li>◦ Multi-owner/condo modeling and conversion</li> </ul> </li> <li>• ROW management</li> <li>• Pro fabric data model delivery</li> <li>• Create/update publication scripts</li> <li>• ArcGIS Pro fabric maintenance training – three (3) days remote</li> <li>• Follow up parcel maintenance training – two (2) days remote</li> </ul> | <p><b>\$26,500.00</b></p> |
| <p><b>Premium/Parcel Fabric Software Support</b></p> <ul style="list-style-type: none"> <li>• Three (3) years of support</li> <li>• \$2,800/year (invoiced annually)</li> </ul>   | <p><b>\$8,400.00</b></p>  |
| <p><b>Sidwell Professional Services Total</b></p>   | <p><b>\$89,180.00</b></p> |

**Project Assumptions/Notes:**

- All services will be performed remotely. On-site work will be pre-approved by the Agency and Sidwell.
- In the event the Agency identifies specific GIS project needs, Sidwell can provide a fixed fee project estimate.
- ArcGIS Enterprise version 10.6-10.9 is required. Assistance from Sidwell can be included at an additional fee.

## **4. Additional Provisions**

### **4.1 Commencement of Work**

Sidwell will commence the work under this contract immediately upon its execution by the Agency and will continue diligently thereafter until all work, services, and materials covered by this contract have been completed.

All training/support service hours included in the scope of work in this contract must be completed by the conclusion of the Base Project Services or within one (1) year following the commencement of such training/support services, whichever is later in time. Any hours unused at the conclusion of this period through no fault on the part of Sidwell will expire and no longer be available for the Agency.

### **4.2 Contract Terms**

This contract shall be in force from the date of execution and may be revised periodically subject to renegotiation concerning the services provided and the amount of the service fee.

### **4.3 Additional Services**

Any professional services, implementations, or software modifications that are not included in the scope of work in this contract but that are requested by the Agency and agreed upon by Sidwell shall be provided at Sidwell's prevailing hourly rate: Professional/Technical \$160/hour, Production \$130/hour, Travel Time \$130/hour.

### **4.4 Compensation**

The Agency will pay Sidwell a fee of eighty-nine thousand, one hundred eighty dollars (\$89,180.00) as full compensation for all Sidwell work, services, and materials described and provided for under this Contract.

### **4.5 Travel Fees**

Travel to the Agency will occur at the request of the Agency and agreed upon by Sidwell. If applicable, Sidwell will bill the Agency at the travel time hourly rate of \$130.00 per hour. Sidwell will invoice all travel expenses separately as they are incurred. For the purposes of this contract, when referencing travel expenses, "expenses" are defined as: personal mileage per trip, airfare, rental car, parking, hotel, and per diem costs that are accumulated based on the number of days on-site. When referencing travel hours, "hours" are defined as: the travel hours amount for each Sidwell employee based on the number of trips taken to be on-site.

#### **4.6 Invoicing Schedule**

The services performed under this Contract will be invoiced monthly. Invoices will be based on the work performed within each given month. Each invoice submitted will be accompanied by supporting documentation and is payable net 30 days.

#### **4.7 Payments**

The Agency will pay Sidwell the full amount of each submitted invoice within thirty (30) days of receipt thereof.

#### **4.8 Change of Geodatabase Format**

Should the geodatabase be altered from its original format, Sidwell reserves the right to re-evaluate and, if necessary, adjust the fees.

#### **4.9 Data Ownership**

It is understood that all GIS, tabular, and digital orthophoto data provided to Sidwell by the Agency is the exclusive property of the Agency. It is also understood that Sidwell is prohibited from using said data for any purpose other than to fulfill the terms of this contract without the expressed written consent of the Agency.

#### **4.10 Indemnification**

Sidwell will defend at its expense and hold Agency harmless from and against any third-party action brought against Agency to the extent it is based on a claim that the Software or professional services, when used in accordance with this Agreement, infringes a United States copyright, patent or trademark, and, at its option, will settle any such action or will pay any final judgment awarded therein, provided that (i) Sidwell shall be notified promptly in writing by Agency of any notice of any such claim; (ii) Sidwell shall have the sole control of the defense of any such action and all negotiations for settlement or compromise; and (iii) Agency shall cooperate fully with Sidwell in the defense, settlement or compromise of such claim. If the Software is, or in Sidwell's opinion might be, subject to a claim of infringement as set forth above, Sidwell may, at its option and expense, (i) procure for Agency the right to continue using the Software (ii) modify the Software so that it becomes non-infringing or (iii) terminate the licenses granted hereunder, accept return of the Software, and grant Agency a refund of the applicable License Fees paid therefore with respect to the infringing software, based on a straight-line five year amortization schedule from the Effective Date. Sidwell has no liability to Agency under this Section to the extent that any infringement, or any claim thereof, is based upon (i) use of the Software in combination with equipment or software not supplied or approved by Sidwell hereunder where the Software themselves would be non-infringing, (ii) use of the Software in an application or environment for which it was not designed or contemplated under this Agreement, (iii) use of any Software other than the most recent release of the Software provided to Agency by Sidwell, or (iv) Modifications of the Software by anyone other than Sidwell. This indemnification shall be the Agency's sole and exclusive remedy.

#### **4.11 Limited Liability**

To the fullest extent permitted by law, the Agency agrees that Sidwell's liability hereunder for damages, regardless of the form of action, shall be limited to actual direct damages, and shall not exceed the charges paid by the Agency to Sidwell under this contract. The Agency further agrees that Sidwell will not be liable for any other losses or damages, including indirect, incidental, consequential, punitive, exemplary, special, lost profits, failure to realize anticipated savings, data loss, loss of goodwill, business opportunities or reputation, economic loss, or for any claim or demand by any third party.

#### **4.12 Contract Termination**

This agreement may be terminated by the Agency, by giving written notice to Sidwell thirty (30) days prior to the monthly billing date. This agreement may be terminated by Sidwell by giving written notice to the Agency, thirty (30) days prior to the monthly billing date.

Upon termination of this contract, Sidwell shall furnish the Agency with all data supplied by the Agency, the GIS cadastral and any other materials that were supplied by the Agency. Sidwell also agrees to remove from its systems and shall not retain any data which is, and shall remain, the sole property of the Agency.

In the event of termination, Sidwell will be paid the earned value of the work performed prior to the date of termination, plus any costs associated with completing authorized work and delivering materials and data to the Agency.

## 5. Authorization

This contract is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**The Sidwell Company**

**Monroe County, IN**

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

## ADDENDUM TO SIDWELL AGREEMENT

1. **Worker's Compensation.** Sidwell ("Contractor") shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
2. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.

### 3. Indemnification

Sidwell will defend at its expense and hold Agency harmless from and against any third-party action brought against Agency (A) for Sidwell's actions that result in death, personal injury, or property damage; (B) that are a result of Sidwell's gross negligence or willful misconduct; or (C) to the extent it is based on a claim that the professional services, when used in accordance with this Agreement, infringes a United States copyright, patent or trademark, and, at its option, will settle any such action or will pay any final judgment awarded therein, provided that (i) Sidwell shall be notified promptly in writing by Agency of any notice of any such claim; (ii) Sidwell shall have the sole control of the defense of any such action and all negotiations for settlement or compromise; and (iii) Agency shall cooperate fully with Sidwell in the defense, settlement or compromise of such claim. If the Software is, or in Sidwell's opinion might be, subject to a claim of infringement as set forth above, Sidwell may, at its option and expense, (i) procure for Agency the right to continue using the Software (ii) modify the Software so that it becomes non-infringing or (iii) terminate the licenses granted hereunder, accept return of the Software, and grant Agency a refund of the applicable License Fees paid therefore with respect to the infringing software, based on a straight-line five year amortization schedule from the Effective Date. Sidwell has no liability to Agency under this Section to the extent that any infringement, or any claim thereof, is based upon (i) use of the Software in combination with equipment or software not supplied or approved by Sidwell hereunder where the Software themselves would be non-infringing, (ii) use of the Software in an application or environment for which it was not designed or contemplated under this Agreement, (iii) use of any Software other than the most recent release of the Software provided to Agency by Sidwell, or (iv) Modifications of the Software by anyone other than Sidwell. This indemnification shall be the Agency's sole and exclusive remedy.

### 4. Limits of Liability

To the greatest extent permitted by applicable law, in no event shall Sidwell, its affiliates, suppliers, licensors and each of their respective directors, officers, employees and shareholders, be liable for any consequential, incidental, indirect, exemplary, punitive, or special damages, for lost revenue or loss of profits, loss of business, loss of data, failure to realize expected savings, or cost of substitute goods or services arising out of or in connection with this agreement, whether in contract or in tort (including fundamental breach or negligence) or under any other legal theory, even if it has been advised of the likelihood of the occurrence of such loss or damage or such loss or damage is foreseeable and notwithstanding any failure of essential purpose of any limited remedy.

Except for its indemnification obligations listed in the indemnification section 5.9, Sidwell, its affiliates, suppliers, licensors and each of their respective directors, officers, employees and shareholders' entire liability and Agency's exclusive remedy with respect to the professional services and any other products, materials or services supplied by contractor in connection with this agreement for damages for any cause and regardless of the cause of action, whether in contract or in tort, including fundamental breach, negligence, strict liability or otherwise, shall be for direct damages and not exceed an amount that is equal to the professional service fees paid to Sidwell by the Agency for the twelve (12) months preceding the date of the action that gave rise to the claim.

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

It is further agreed that a penalty may be deducted from the contract in the sum of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of this provision. If a second or subsequent violation occurs, this contract may be terminated, and all monies due or to become due hereunder may be forfeited. It is further agreed that a breach of this covenant may be considered a material breach of the contract.

- 6 Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:

- Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
- Contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists.
- Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

- 7 Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.

- 8 Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.

**9 Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana.

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

Sidwell  
"Contractor"

Board of Commissioners of Monroe County  
"Board"

\_\_\_\_\_  
by

Date \_\_\_\_\_

\_\_\_\_\_  
ATTEST: \_\_\_\_\_, 2022

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



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

### Executive Summary:

The agreement is for Consulting Services with Terry Quillman within the Stormwater division of the department. The services are described in Exhibit A. Mr. Quillman's services will only used as needed for certain projects and developments. The agreement was approved by the Stormwater Management Board on February 9, 2022.

| Fund Name(s):                           | Fund Number(s):                   | Amount(s)   |
|---|-----------------------------------|---|
| <input type="text" value="Stormwater"/> | <input type="text" value="1197"/> | <input type="text" value="\$100.00 per hour/only as needed"/> |

Presenter:

### Speaker(s) for Zoom purposes:

| Name(s)              | Phone Number(s)      |
|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> |

*(the speaker phone numbers will be removed from the document prior to posting)*

Attorney who reviewed:

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (Agreement) for the performance of professional services is entered into as of this [ ] day of [ ], 2022, (hereinafter referred to as the "effective date of the Agreement"), by and between Terry Quillman, hereinafter called "Consultant," located at 1800 S Cooper Road, Bloomington, Indiana 47401, and the Monroe County, Indiana, Board of Commissioners, hereinafter called "Client," located at Monroe County Courthouse, 100 W Kirkwood Avenue, Bloomington, Indiana 47404.

### WITNESSETH

**WHEREAS**, the Client is authorized to make and enter into all contracts or agreements which it determines necessary or incidental to the performance of its duties and to the execution of the purposes of and the powers granted by the State of Indiana;

**WHEREAS**, in accordance with its procurement procedures, the Client has determined that it desires to hire the Consultant to perform certain services as set forth herein; and

**WHEREAS**, the Consultant desires to assist the Client as provided herein;

**NOW, THEREFORE**, in consideration of the premises, mutual covenants and agreements herein set forth, and the undertakings of each party to the other, the Client and the Consultant, acting as aforesaid and each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

#### **I. SCOPE OF SERVICES AND CONTRACTOR'S ASSURANCE**

Consultant shall, in a professional manner, perform the services ("services" or "work") set forth in Exhibit A, attached to this Agreement. Consultant assures the Client that Consultant possess a complete understanding of the scope of services and possesses the profession skills and means to perform the services.

#### **II. COMPENSATION**

- A. Consultant shall be compensated at a rate of \$100.00 per hour.
- B. Consultant shall promptly bill Client for all authorized professional fees and expenses incurred on a monthly basis in the performance of the services. Client shall make payment in full to Consultant within thirty (30) days of the date of each invoice.
- C. If the Client does not make payment in full to the Consultant within sixty (60) days of the date of an invoice, Consultant may suspend services upon 7 days written notice on the basis of non-performance on the part of the Client. When all payments due have been made, the Consultant will continue their services.

#### **III. PERIOD OF PERFORMANCE**

Consultant agrees to commence performance of services hereunder upon receipt of a written "Notice to Proceed." Client recognizes that Consultant's work and the completion thereof may be conditioned upon Client's review of Consultant's work and/or the timely performance and

completion of certain activities by Client. Consultant shall not be held liable for delays in performance of services hereunder that arise from causes beyond Consultant's reasonable control and without its fault or negligence.

**IV. CLIENT RESPONSIBILITY**

- A. Client shall identify and coordinate all services to be performed hereunder.
- B. Client shall provide Consultant, in a timely fashion, all information reasonably required for the performance of the services by Consultant to be performed hereunder.
- C. Client shall upon execution of the Agreement, designate Kelsey Thetonia, as coordinator of the project described herein and of the professional services to be performed under this Agreement.
- D. Client shall provide Consultant with reasonable access to the premises necessary for the performance of the services required under this Agreement.

**V. INDEPENDENT CONTRACTOR**

It is understood and agreed that the Consultant shall provide services under this Agreement as an independent contractor and that during the performance of services under this Agreement, the Consultant:

- is NOT performing this work under the supervision or direction of the Client.
- shall use non-Client materials and equipment to perform this work and to develop and duplicate any and all materials.
- shall have exclusive control over the means, methods and details of fulfilling the obligations under this Agreement and is not to receive direction or supervision from any Client employee or representative, except that the Client will provide feedback to and review any drafts submitted by Consultant.
- executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Client for any purpose.
- shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws, as required by law.

**VI. TERMINATION**

It is hereby agreed that if either party should fail materially to fulfill its obligations under this Agreement, the other party must notify the breaching party of the intent to terminate the contract, in whole or in part, if the breach is not cured as provided in this Article. Such notice to the breaching party shall be given, in the manner required in Article XII of this Agreement, and shall identify the breach to be cured. The breaching party shall have thirty (30) days from receipt of the notice to cure the breach identified in the notice. The failure to cure the breach within the thirty (30) days period shall entitle the non-breaching party to terminate the Agreement. The Consultant shall use reasonable efforts to minimize fees and expenses upon giving notice of any intended termination. Upon receiving notice of intent to terminate from the Client and until the cure is accepted by the Client, Consultant shall limit its fees and expenses to those reasonably

necessary to affect the cure. Client shall pay the Consultant all fees and expenses accrued for services rendered up to the effective date of any termination.

**VII. INDEMNIFICATION**

Consultant assumes all risks and responsibilities for accidents, injuries or damages to person(s) or property related to performance pursuant to this Agreement, and agrees to indemnify and save harmless the Client from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Agreement, except such claims, costs or suits arising out of the negligence of Monroe County or its employees.

**VIII. CHANGES**

Changes or amendments to this Agreement may be made only in writing signed by a duly authorized representative of each of the parties. Changes in scope of the project dictated by the Client and changing conditions of law or schedule delays or other events beyond the Consultant's reasonable control may require contract price and/or date of performance revisions to reflect such changes or delays.

**IX. ASSIGNMENT AND DELEGATION**

Neither party shall assign or delegate this Agreement or any right, duties or obligations hereunder to any person and/or entity without prior express written approval to the other.

**X. TRADEMARK AND TRADE NAME**

Notwithstanding any other provision of this Agreement, neither party shall have the right to use the trademark or trade name of the other without prior written approval of the other.

**XI. NOTICES**

All notices shall be in writing and be deemed to be given or made when delivered by hand or by regular US mail as follows:

- A. Notices to the Consultant shall be addressed to:

**Terry Quillman  
1800 S Cooper Road  
Bloomington IN 47401**

- B. Notices to the Client shall be addressed to:

**Kelsey Thetonia, MS4 Coordinator  
Monroe County Highway Department  
501 N Morton St. Suite 216  
Bloomington IN 47404**

XII. GENERAL PROVISIONS

- A. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of no further force or effect. This agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- B. Conflict: In the event of any conflict, ambiguity or inconsistency between this Agreement and any other document which may be annexed hereto, the terms of this Agreement shall govern.
- C. Waiver: No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this agreement, or to exercise any option of election herein contained, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue and remain in full force and effect, and no waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be waiver of any prior or subsequent rights or remedy hereunder or at law. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.
- D. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the applications of such term or provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- E. Captions: Captions and paragraph headings are inserted only as a matter of convenience and in no way define, limit, or describe the scope or intent of this Agreement.
- F. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.
- G. Non-discrimination. Consultant is aware of the Client's policy prohibiting harassment of any kind. If Consultant becomes aware of any harassment, Consultant shall immediately report harassment to the Monroe County Legal Department. In the performance of work under this Agreement, it is agreed that Consultant, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of their race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.
- H. Compliance with Law. Consultant shall comply with all State of Indiana and Monroe County applicable laws and regulations, including the County's policy prohibiting harassment.

Consultant shall indemnify and save harmless Client for any fines or expenses of any nature which it might incur from Consultant's noncompliance.

**XIII. EMPLOYMENT ELIGIBILITY VERIFICATION**

The Consultant shall not knowingly employ or contract with any unauthorized alien. The Consultant shall not retain an employee or contract with a person whom the Consultant learns is an unauthorized alien. If required by law, Consultant will comply with IC 22-5-1.7 et seq. Specifically including the following:

- Consultant shall enroll in and verify the work eligibility status of all newly hired employees of the Consultant through the E-Verify program.
- Consultant is not required to verify the work eligibility status of all newly hired employees of the Consultant through the E-Verify program, if the E-Verify program no longer exists.
- Consultant must sign an affidavit affirming that Consultant does not knowingly employ an unauthorized alien.

IN WITNESS WHEREOF, the parties by their duly authorized representatives, have caused this agreement to be executed as of the date first written above.

**Monroe County Board of Commissioners**

**Terry Quillman**

By: \_\_\_\_\_  
Julie Thomas, President

By:  \_\_\_\_\_  
Terry Quillman

\_\_\_\_\_  
(Date)

2/18/22  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Lee Jones, Vice President

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Penny Githens, Member

\_\_\_\_\_  
(Date)

## EXHIBIT A

### SCOPE OF SERVICES

At the request of the Monroe County, Indiana, Board of Commissioners or their designated representative, Lisa Ridge, the consultant will provide as needed professional services through the year 2022. These services may include, but are not limited to, professional services needed for drainage and engineering review for private development and redevelopment projects. Materials to be reviewed may include, but are not limited to: drainage reports and calculations; post-construction best management practice (BMP) design; and storm sewer system design. Materials shall be reviewed to the standards established in Monroe County's stormwater ordinances, or other applicable policies or regulations.

The schedules and deliverables of all specific activities to be performed under this Agreement shall be agreed upon prior to commencement of those activities.



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

### Executive Summary:

Due to an ongoing project to document that all service agreements are approved in accordance with Monroe County Code sections 266-5, a number of service agreements have been identified that require County Commissioners approval at a public meeting.

| Fund Name(s):                         | Fund Number(s):                       | Amount(s)                            |
|---------------------------------------|---------------------------------------|--------------------------------------|
| <input type="text" value="Multiple"/> | <input type="text" value="Multiple"/> | <input type="text" value="Various"/> |

Presenter:

### Speaker(s) for Zoom purposes:

| Name(s)                                     | Phone Number(s)                           |
|---|---|
| <input type="text" value="Tressia Martin"/> | <input type="text" value="812-349-2071"/> |

*(the speaker phone numbers will be removed from the document prior to posting)*

Attorney who reviewed:

**RESOLUTION 2022 -09**

**A RESOLUTION APPROVING SERVICE AGREEMENTS**

**WHEREAS**, due to an ongoing project to document that all service agreements are approved in accordance with Monroe County Code sections 266-5, a number of service agreements have been identified that require County Commissioners approval at a public meeting; and,

**WHEREAS**, the attached contracts are service agreements that have not been approved by the County Commissioners; and,

**WHEREAS**, this resolution ratifies any signature on the agreements and authorizes the President of the Commissioners to sign each agreement.

**NOW, THEREFORE**, the Monroe County Commissioners approves the following agreements, each of which are attached as exhibits to this resolution, and organized by the requesting department:

| CLERK                           | Fund Name           | Amount                       |
|---------------------------------|---------------------|------------------------------|
| Imaging Software Solutions      | Clerks General      | Set up and Time and Material |
| Midwest Presort                 | Clerks General      | \$1,040 per year             |
| Midwest Presort                 | Election            | Not to Exceed \$31,400       |
| Pitney Bowes                    | Clerks General      | \$4,583.76                   |
| Pitney Bowes                    | Election            | \$27.06.60 per year          |
| SBS Portals                     | Clerks Perpetuation | \$4,500 per year             |
| Shredding and Storage Unlimited | Clerks General      | \$1,820 per year             |
| REDEVELOPMENT COMMISSION        |                     |                              |
| FSG Corp.                       | Westside TIF        | Not to exceed \$8,000        |
| FSG Corp.                       | Curry Profile TIF   | Not to exceed \$2,000        |
| FSG Corp.                       | Fullerton TIF       | Not to exceed \$2,000        |
| FSG Corp.                       | SR 46 TIF           | Not to exceed \$3,000        |

The Commissioners have reviewed and approved the agreements and authorize its President to execute such agreements.

Adopted this 23<sup>rd</sup> day of February, 2023.

MONROE COUNTY BOARD OF COMMISSIONERS

“YEAS”

“NAYS”

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Penny Githens, Vice President

\_\_\_\_\_  
Penny Githens, Vice President

\_\_\_\_\_  
Lee Jones, Commissioner

\_\_\_\_\_  
Lee Jones, Commissioner

ATTEST:

\_\_\_\_\_  
Catherine Smith, Monroe County Auditor



**IMAGING**  
Office Systems, Inc.

Created Date 2/8/2022  
Expiration Date 3/31/2022

Quote Name Digital To Film  
Quote Number 00005248  
Contact Name Tressia Martin  
Phone 812-349-2071  
Email tmartin@co.monroe.in.us

|              |  |            |   |
|--------------|--|------------|---|
| Bill To Name | Monroe County Clerk  | Created By | Derek Thomas                              |
| Bill To      | 301 North College Ave Room 201<br>Bloomington, Indiana 47402 | Address    | 5275 Emco Drive<br>Indianapolis, IN 46220 |
| Ship To Name | Monroe County Clerk  | Phone      | (317) 254-9545                            |
| Ship To      | 2652 Rix Court<br>Carmel                                     | Email      | dthomas@imagingoffice.com                 |

| Product Code | Quantity | Product             | Line Item Description  | Sales Price | Total Price |
|--------------|----------|---------------------|--|-------------|-------------|
| LABSVC       | 1.00     | Lab Services        | One time project set up fee  | \$265.00    | \$265.00    |
| LABSVC       | 1.00     | Lab Services        | Per 16mm microfilm roll  | \$252.00    | \$252.00    |
| LABSVC       | 1.00     | Lab Services        | PDF to Tiff conversion per hour                                      | \$75.00     | \$75.00     |
| MISC         | 1.00     | Per Hour Misc Labor | All billings are based on actual counts utilizing the above pricing. | \$0.00      | \$0.00      |

**Terms and Conditions**

1. All Invoices shall be due and payable with terms of net 30 days from date of Invoice, and shall thereafter accrue interest, until paid, at the lesser of 1.5% per month or the maximum interest rate permitted under applicable law.
2. If any sales, excise, occupation, or use tax is applicable to this transaction, the amount will be added to the price stated herein.
3. This agreement may be signed in counterparts, each of which will be deemed an original and all of which together shall constitute one and the same agreement. A facsimile signature of one or more of the parties hereto shall be deemed an original signature.
4. An additional fee of 2.25% will be added if payment by credit card.

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

Signature \_\_\_\_\_

Midwest Presort Agreement  
For  
Monroe County Clerk – Daily Mail Pickup and Processing Service

**Fulfillment - Services and Pricing**

- WEEKLY MAIL PICK UP: Midwest Presort "MP" will pick up the Monroe County Clerk "Customer" daily mail 2X per week on Tuesday and Friday
- SAME DAY PROCESSING: MP will process Customer mail at MP's Indianapolis facility on same day as pickup.
- USPS MAILSTREAM: MP will enter Customer First Class mail into the USPS mail stream each evening after processing

| Component/Service         | Price            |
|---------------------------|------------------|
| Pickup and Processing Fee | \$10 Per Pick Up |

**Agreement Term:**

This agreement shall be effective upon execution by Monroe County Clerk and Midwest Presort.

**Signature:**

**Monroe County Clerk**  
Address:  
401 W 7<sup>th</sup> Street, Suite 100  
Bloomington, IN 47404

**Midwest Presort**  
Address:  
PO Box 2506  
Indianapolis, IN 46206

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Midwest Presort Agreement  
For  
Monroe County Clerk – Daily Mail Pick Up and 2022 Fall Absentee Ballots**

**Fulfillment - Services and Pricing**

- WEEKLY MAIL PICK UP** Midwest Presort "MP" will pick up the Monroe County Clerk "Customer" daily mail 3X per week on Monday, Wednesday and Friday
- PICK UP** MP will pick up Customer's absentee ballots during the fall general election on a daily basis at 2:00 pm Eastern Time, Monday – Friday, for a 6–8-week period to be determined at a later date.
- METERING** MP will meter Customer's absentee ballots at the "Fully Paid" Rate
- PROCESSING** MP will mark each tray of metered absentee ballots with expedited tray markers from the USPS. MWP will present the marked trays of metered absentee ballots to the USPS the same day the ballots are picked up from Customer's facilities
- POSTAGE DEPOSIT** Customer will provide MP with a postage deposit of \$26,500 which is estimated to be the postage for the entire project. MP will send Customer biweekly updates detailing postage standing.
- SERVICE CHARGE** MP will invoice an all-encompassing service charge of \$4,500 before the projects start date. This charge will be a onetime amount covering the entirety of the project's duration.

| Component/Service         | Price            |
|---------------------------|------------------|
| Estimated Postage Deposit | \$26,500.00      |
| Services Fee              | \$4,500.00       |
| Weekly Mail Pick up Fee   | \$10 Per Pick Up |

**Agreement Term:**

This agreement shall be effective upon execution by Monroe County Voter Registration and Midwest Presort.

**Signature:**

**Monroe County Voter Registration**  
Address:  
401 W 7<sup>th</sup> Street, Suite 100  
Bloomington, IN 47404

**Midwest Presort**  
Address:  
PO Box 2506  
Indianapolis, IN 46206

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

\_\_\_\_\_

Title

\_\_\_\_\_

Date

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

\_\_\_\_\_

Title

\_\_\_\_\_

Date



Pitney Bowes

**Pitney Bowes Lease Agreement State and Local Fair Market Value Lease**

0940181584910  
Agreement Number

**Your Business Information**

Full Legal Name of Lessee / DBA Name of Lessee Tax ID # (FEIN/VTIN)  
 MONROE COUNTY CLERK 361732402

Bill-To: Address  
 301 N COLLEGE AVENUE 201, BLOOMINGTON, IN, 47404-3466, US

Bill-To: Contact Name Bill-To: Contact Phone # Bill-To: Account #  
 Tracy Martin (812) 349-2071 0010022470

Bill-To: Address  
 301 N COLLEGE AVENUE 201, BLOOMINGTON, IN, 47404-3806, US

Bill-To: Contact Name Bill-To: Contact Phone # Bill-To: Account # Bill-To: Email  
 Tracy Martin (812) 349-2071 0010022470 tmartin@co.monroebn.in.us

Ship-To: Address  
 301 N COLLEGE AVENUE 201, BLOOMINGTON, IN, 47404-3886, US

Ship-To: Contact Name Ship-To: Contact Phone # Ship-To: Account #  
 Tracy Martin (812) 349-2071 0010022470

PO #

**Your Business Needs**

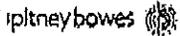
| Qty | Item           | Business Solution Description             |
|-----|----------------|---|
| 1   | SENDPROPSERIES | SendPro P Series                          |
| 1   | 1P01           | USPS Special Services Software            |
| 1   | 1PWW           | 10lb Integrated Weighing Feature          |
| 1   | 4W00           | Connect+ / SendPro P Series Meter         |
| 1   | APK2           | SendPro P Series Basic Label Printer Plus |
| 1   | APK6           | SendPro P Receiving Feeder                |
| 1   | APKF           | SendPro P Shipping Feature Access         |
| 1   | AZ00           | SendPro P Series Mono Print Module        |
| 1   | AZ00           | SendPro P2000 Basic (148770LPM)           |
| 1   | ERR1           | eReturn Receipt Subscription - P Series   |
| 1   | ERR1           | E-Return Receipt Feature                  |
| 1   | PSDD           | USPS Special Services Welcome Kit         |
| 1   | M968           | Multisize Mailbox Services                |
| 1   | ME10           | Meter Equipment - P Series, LV            |

Unit(s) 1  
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Y101121111  
 See Pitney Bowes Terms for additional terms and conditions



Pitney Bowes - Election



NJPA State & Local FMV Lease

0010708827

01014071981827

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

Tax ID # (FEIN/TIN)

MONROE COUNTY CLERKS OFFICE

001732402

Sold-To: Address

401 W 7TH ST STE 1, BLOOMINGTON, IN, 47404-3838, US

Sold-To: Contact Name

Sold-To: Contact Phone #

Sold-To: Account #

Tree Martin

(812) 349-2071

0017311282

Bill-To: Address

301 N COLLEGE AVENUE 201, BLOOMINGTON, IN, 47404-3885, US

Bill-To: Contact Name

Bill-To: Contact Phone #

Bill-To: Account #

Bill-To: Email

Nicola Browne

(812) 349-5004

0014401777

Ship-To: Address

401 W 7TH ST STE 1, BLOOMINGTON, IN, 47404-3838, US

Ship-To: Contact Name

Ship-To: Contact Phone #

Ship-To: Account #

Nicola Browne

812 349 5003

0017311282

PO #

Your Business Needs

| Qty | Item   | Business Solution Description          |
|-----|--------|--|
| 1   | DM400C | DM400C Digital Mailing System          |
| 1   | 1FAE   | Basic Accounting - 50 Accounts         |
| 1   | 1FY0   | DM400 BA LPM                           |
| 1   | 1GW0   | 10lb Integrated Weighing Feature       |
| 1   | 4GES   | US LIVE DM400C BASE - ES2              |
| 1   | GR0D   | Meter for DM300/DM400/475 Series       |
| 1   | GBSS   | USPS Tracking Services Activation      |
| 1   | HS0E   | SENDPRO DESKTOP SENDKIT                |
| 1   | MP0G   | Integrated Weighing Platform           |
| 1   | PTJ1   | Postal Shipping                        |
| 1   | PTJ4   | Multicarrier Sending App w/AV or Meter |
| 1   | PTJ6   | SENDPRO MAILING INCLUDED w/ HW         |
| 1   | PTJC   | SendPro Individual                     |
| 1   | PTJN   | SINGLF USER ACCESS                     |

US187747 0017

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Page 1 of 2

Y10042761

See Pitney Bowes Terms and Conditions for more information.

0010208127

|   |             |  |
|---|-------------|--|
| 1 | PTK1        | WEB BROWSER INTEGRATION  |
| 1 | BBYA        | DM400C Digital Meter System  |
| 1 | BJ40        | SoftGuard for DM400  |
| 1 | BL-SPMWWK01 | BENDPRO MAILING WELCOME KIT  |
| 1 | STD6LA      | Standard SLA-Equipment Service Agreement (for DM400C Digital Mailing System) |

**Your Payment Plan**

|                         |                         |                      |
|-------------------------|-------------------------|----------------------|
| Initial Term: 60 months | Initial Payment Amount: |                      |
| Number of Months        | Monthly Amount          | Billed Quarterly at* |
| 60                      | \$ 226.56               | \$ 876.66            |

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power<sup>®</sup> transaction fees included
- Purchase Power<sup>®</sup> transaction fees extra

\*Does not include any applicable sales, use, or property taxes which will be billed separately.

**Your Signature Below**

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including the NJPA Contract Number 041817-PIT, effective date May 17, 2017 and the State and Local Fair Market Value Lease Terms (including the Pitney Bowes Terms) (Version 4/17) which is available at [www.pb.com/state/nj/pa](http://www.pb.com/state/nj/pa) and is incorporated by reference (the "Agreement"). You acknowledge that, except for non-appropriation, you may not cancel this lease for any reason and that all payment obligations are unconditional. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you to either provide proof of insurance or participate in the ValueMAX<sup>®</sup> requirement protection program (see Section 8 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at [www.pitneybowes.com/us/it-contract-terms-of-use/software-and-subscription-terms-and-conditions.html](http://www.pitneybowes.com/us/it-contract-terms-of-use/software-and-subscription-terms-and-conditions.html). Those additional terms are incorporated by reference.

Not Applicable  
State/Entity's Contract #

*Michelle Lynn Brown*  
Leasee Signature  
*Michelle Lynn Brown*  
Print Name  
*Monroe County Clerk*  
Title  
*03-20-2018*  
Date  
Email Address

*Salvatore Polletta*  
Pitney Bowes Signature  
Print Name, Credit & New Business Questions  
Title  
Date 03/20/2018

**Sales Information**

Shelley Dorosa shelley.dorosa@pb.com

Account Rep Name Email Address



### SBS Portal Pricing

|   |                 |
|---|-----------------|
| Scope: Monroe County Clerk Solutions Portal   |                 |
| <b>Client Name: Monroe County Clerk department</b>  | <b>1/1/2022</b> |
| <b>Client Portal Set-Up Contact: Jessica Hollingsworth</b>  |                 |
| <b>E-Mail: jhollingsworth@co.monroe.in.us</b>   |                 |
| <b>Telephone: (812) 349-5004</b>  |                 |
| <b>Monthly Subscription to the Portal for up to 5 users in the Clerk's department</b>   |                 |
| <b>Document Management (Digital file cabinets for records)</b>  | Optional        |
| <b>Task Management, Process Management, Dashboard</b>   | Included        |
| <b><u>Optional Solution Modules:</u></b>  |                 |
| <b>Public Document Center (Unlimited Public Access)</b><br>Requires Document Management   | Optional-TBD    |
| <b>Citizen Request Processing (Online/Walk-in/Phone-in/Kiosk)</b><br>Requires Document Management   | <b>\$375</b>    |
| <b>PayPerDoc Solution (Subscriber, AI-a Carte, Kiosk)</b><br>Requires Document Management   | Optional-TBD    |
| <b>Licenses/Inspections/Permits/Code Enforcement Solution</b><br>Requires Document Management and Citizen Request Processing                | Optional-TBD    |
| <b>Meeting Minutes &amp; Agenda Publication (Instant publication to website)</b><br>Requires Document Management and Public Document Center | Optional-TBD    |
| <b>Payroll Approval Processing Solution</b><br>Requires Document Management   | Optional-TBD    |
| <b>FOIA Solution (Freedom of Information Act)</b><br>Requires Document Management   | Optional-TBD    |
| <b>Kiosk Option (Custom page)</b><br>Requires Document Management   | Optional-TBD    |
| <b>Electronic Payment Approval module</b><br>Requires Document Management   | Optional-TBD    |
| <b>Accounts Payable Claims module</b><br>Requires Document Management   | Optional-TBD    |
| <b><u>On-going updates and support:</u></b>   |                 |
| Hosting, Best Practice and ongoing software upgrades, routine Help Desk requests etc.   | Included        |
| Backups and data storage; Data transfers with 128K/256 Encryption Security  | Included        |
| Ongoing basic configuration changes (users, file cabinets/workflows/others as applicable)   | Included        |
| Remote access from any internet connection or device  | Included        |
| Help Desk Support (800 Number and Email)  | Included        |

**SBS Portals 912 E. Wayne St., South Bend IN 46617**  
 Website: [www.sbsportals.com](http://www.sbsportals.com) Toll Free: 800.974.1841  
**Information & Records Associates, Inc. 908 E. Wayne St. 46617**  
 Website: [www.informationandrecords.com](http://www.informationandrecords.com) Toll Free: 866 335 5656



|   |                |
|---|----------------|
| Provide portal data in a downloadable format from an FTP site (Once a year)   | Included       |
| <b>Recurring Monthly Total</b>  | <b>\$375</b>   |
| <b>Or Recurring Annual Total</b>  | <b>\$4,500</b> |
| <b>Terms and Conditions:</b> Payment can be Monthly or Annual one time. Client to have broadband connectivity, Hosting Service Level Agreements, Limitations etc. are per the Hosting Agreement |                |
| <h2>Customer Acceptance of Pricing &amp; Terms</h2>   |                |
| <b>Name &amp; Title:</b>  |                |
| <b>Signature:</b>   | <b>Date:</b>   |
| <b>Billing Address:</b>   |                |
| <b>Billing Contact:</b>   |                |
| <b>Payment Address:</b> SBS Portals, 912 E. Wayne St., South Bend, IN 46617   |                |
| <b>Payment Contact:</b> Mike Dincolo, (574) 261-4924 or (866) 335-5656  |                |

SBS Portals 912 E. Wayne St., South Bend IN 46617  
 Website: [www.sbsportals.com](http://www.sbsportals.com) Toll Free: 800.974.1841  
 Information & Records Associates, Inc. 908 E. Wayne St. 46617  
 Website: [www.informationandrecords.com](http://www.informationandrecords.com) Toll Free: 866 335 5656

## Document Shredding Agreement

This Confidential Document Destruction Agreement (hereafter, the "agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_ by and between Shredding and Storage Unlimited, LLC (hereafter, the "Company") having a place of business at 3001 S Walnut Street, Bloomington, Indiana 47401 and Monroe County Clerk, 301 N College Ave, Room 201, Bloomington, IN 47404 (hereafter, the "Customer").

### 1. SERVICES

- 1.1 Services to be Furnished. Customer grants to Company the right to collect, securely destroy, transport, and dispose of documents at customer location. Company will provide the services for the secure destruction of records ("Services") described on Attachment B attached hereto and made a part hereof. Company will furnish a Certificate of Destruction to Customer, upon completion of Service per the regular Service schedule. The Services may, at Customer's option and as indicated on Attachment B, be performed to specific directions which Customer shall give Company or as part of a regular schedule. Customer may also request custom Services not set forth on Attachment B, in which case Company will consult with Customer as to the terms and conditions of the Services requested. Company's rights to perform the Services are subject to compliance with any written Customer rules or regulations provided to Company. Customer may revoke such right at any time upon written notice to Company.
- 1.2 Services to Affiliates and Subsidiaries. Customer's related, affiliated and subsidiary companies (including subsidiaries of affiliates) may acquire Services pursuant to this Agreement. Any such acquisition of Services will be evidenced by an Order executed by an authorized representative of the applicable affiliate or subsidiary in its own corporate name and referencing this Agreement. Invoices for such Services shall be directed to and be payable by such affiliate or subsidiary.
- 1.3 Services by Third Parties. Company may procure the services of any responsible subcontractor to perform all or part of the Services, insofar as said third party complies with all security standards and procedures required of Company by Customer, and further that said subcontractor shall accept in writing the fiduciary and all associated responsibility requisite of the transfer of custody. Company will remain liable for all Services, acts, and omissions performed for Customer. Company will record all custody transfers and/or the use of any subcontractor to render contracted services to the Customer, and make Customer aware of any use of any subcontractor, including their identity. Prior to engaging such subcontractors, Company will inform Customer of the use of such subcontractors and provide evidence that such subcontractor has executed the necessary business associate subcontractor agreement.

### 2. RESPONSIBILITIES

- 2.1 Right to Rely on Instructions. Company may act in reliance upon any instruction, instrument, or signature reasonably believed by Company to be genuine, and may assume that any of Customer's employees or any employee of Customer's affiliates or subsidiaries giving any written notice, request, or instruction has the authority to do so.

- 2.2 Compliance with Contracts, Laws and Regulations. Each party shall be responsible for, and warrant compliance with, all contractual restrictions and all applicable laws, rules and regulations, including but not limited to environmental laws and contractual restrictions and laws governing the confidentiality, retention and disposition of information contained in any materials delivered to Company. Company shall comply with applicable laws, statutes, regulations and ordinances.
- 2.3 Cooperation and Assistance. Customer shall cooperate with Company with regard to the performance of the Services, subject to normal security requirements and in a manner that is not unnecessarily disruptive to Customer's business operations, by providing to Company such information, data, access to premises, management decisions and approvals as may be reasonable to permit Company to perform the Services hereunder.
- 2.4 Hazardous Substances. Customer shall not deliver to Company any material considered toxic or dangerous or which is regulated under any federal or state law or regulation relating to hazardous materials. In the event of the accidental or negligent custodial transfer of hazardous or regulated waste, including bio-hazard, Customer agrees to arrange to appropriately, safely and legally assume custody of such hazardous materials at their expense. And further to indemnify the Company from any property damage or personal injury resulting from such transfer of material.
- 2.5 Performance of Services. Company represents and warrants that all Services performed by Company will be in a professional and secure manner in accordance with Company policies.
- 2.6 Material Descriptions. Itemized lists or descriptions of contents of materials submitted by the Customer to the Company shall be generally considered for recordkeeping, reconciliation, and reference purposes only, and are not to be considered proof that said documents contained on such lists and descriptions are in fact contained in the materials accepted. Company will make provision for validation of such document contents in advance and under special terms and fees at the request of the Customer.
- 2.7 Negotiable Items. Customer agrees to make Company aware in writing and in advance of any instance in which negotiable instruments, including but not limited to checks, bearer bonds, travelers checks, or coupons will be sent to a single facility in a single service where the total combined amount of said instruments will be in excess of \$100,000.
- 2.8 Company Equipment. All Company equipment at Customer locations will remain the property of Company. This includes but is not limited to containers, locks, and keys. Customer will be liable for all loss or damage to company equipment, except for normal wear and for loss or damage from Company's handling of equipment. Customer should use the equipment only for the storage of paper-based material intended for destruction and should not overload or alter the container. All non-paper media intended for destruction must be placed in a separate container and indicated as such. Customer is liable for any injury to persons or damage to property caused by misuse of equipment by Customer (including placing items other than those approved in Attachment C in containers).

3. **FEES AND PAYMENTS** - All standard charges for Services under this Agreement shall be as specified on Attachment B. The prices set forth in Attachment B shall remain in effect for the first thirty-six (36) months of this Agreement. After thirty-six (36) months Company may, once per calendar year, increase the rates provided in Attachment B for any increase in transportation costs, recycling costs, or services costs. Company must provide notice of such increases within thirty (30) days of annual anniversary date of the agreement, and Customer may either accept the change, or terminate the agreement. For any service requested by Customer that is not listed on Attachment B, the charges will be as agreed to in writing by Customer and Company prior to the rendering of such Service. Invoices shall be due and payable within thirty (30) days from receipt of the applicable invoice.

4. **CHANGES IN SERVICE** – The Customer may request a change in the type, location, and quantity of containers and the frequency of service, which may result in a change of rates of service. New rates must be agreed upon by both parties, either verbally, in writing, or with a purchase order before the change of service will occur.

5. **CONFIDENTIALITY** –

5.1 Confidentiality. “Confidential Information” means any information relating to Customer’s property, business, operations, and/or affairs. Unless such Confidential Information was previously known to Company free of any obligation to keep it confidential, is subsequently made public by Customer or by a third party having a legal right to make such disclosure, or was known to Company prior to receipt of same from Customer, it shall be held in confidence by Company and shall be used only for the purposes provided in this Agreement. Company shall use the same degree of care to safeguard your Confidential Information as it uses to safeguard its own and as required by law. However, Company may comply with any subpoena or similar order related to materials delivered to Company; provided that it shall, unless prohibited by law, notify Customer promptly of any such subpoena or notice.

5.2 Public Announcement. The parties acknowledge and agree that neither party shall make any public announcement regarding this Agreement or the performance of Services for Customer without the express consent of the other party.

6. **TERM AND TERMINATION**

6.1 Term. This Agreement shall commence on the Effective Date set forth above and, unless otherwise terminated in accordance with Section 6.2, shall continue in effect for three years, with automatic renewal for successive one year terms, unless written notice of nonrenewal is received by either party from the other not less than thirty (30) days prior to the date of expiration of current term.

6.2 Termination. Either party may terminate this Agreement if the other is in material or repeated breach of any of its obligations (including payment) hereunder and the breaching party has not cured the breach within thirty (30) days after written notice from the nonbreaching party. Customer may terminate this Agreement without cause on thirty (30) days written notice. In the event of any such termination, all amounts due for Services rendered up to the effective date of termination shall become due and payable, Customer shall permit Company to retrieve all Company bins and other property kept at Customer's site, and Company shall have no obligation to provide further Services to Customer. In the event this Agreement is terminated without cause, 50% of the projected service charges for the remainder of the term will be due upon termination.

## 6. CLAIMS AND DISPUTE RESOLUTION

6.1 Time for Presenting Claims. Customer must present any claim with respect to any Service in writing to Company in accordance with govern law.

6.2 Arbitration. Any claim, controversy, or dispute arising out of or relating to this Agreement, or any interpretation or breach of this Agreement or performance under this Agreement, including without limitation any dispute concerning the scope of this Article 6, that cannot be resolved within fifteen (15) days by informal discussions between the parties, may by written election by both parties, be resolved by submission to final, binding and nonappealable arbitration, without any right by either party to trial *de novo* in any court. Such arbitration and all pre-hearing, hearing, and post-hearing arbitration procedures, including for discovery, disclosure of arbitrator's interests, and challenge of designation of any arbitrator, shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association. A single arbitrator shall be selected by the American Arbitration Association.

6.3 Services during Arbitration. During any arbitration proceedings, Company shall continue to provide Services, and Customer shall continue to make payments to Company, in accordance with this Agreement. The fact that arbitration is or may be allowed shall not impair the exercise of any termination rights under this Agreement.

6.4 Governing Law. The Agreement and performance under it shall be governed by the applicable laws of the State of Indiana, excluding its conflict of laws rules. All proceedings relating to or arising out of the Agreement shall be maintained in, and each party consents to exclusive personal jurisdiction and venue in, the state and federal courts located in Indiana.

## 7. LIABILITY AND WARRANTY

7.1 Limitation of Liability. Company shall not be responsible or liable in any manner whatsoever for the release or loss of any materials deposited in bins or otherwise delivered to it for secure destruction unless the release or loss is due to Company's negligent acts or omissions or willful misconduct. Company shall not be responsible or liable in any manner for damages in excess of the amounts paid or payable under this Agreement. Except as otherwise agreed upon, in no

event shall either party be liable for any consequential, incidental, special or punitive damages, regardless of whether the action is brought in tort, contract or any other theory.

7.2 Ownership Warranty. Customer warrants that it is the owner, legal custodian or otherwise has the right to deliver for confidential destruction any and all materials Customer provides Company hereunder. Customer shall reimburse Company for any expenses reasonably incurred by Company (including reasonable legal fees) by reason of Company complying with its obligations under this Agreement to destroy such materials in the event of a dispute concerning the destruction of the materials provided by Customer to Company.

7.3 Insurance. Company represents and warrants it has sufficient resources (which may include, but not be limited to, general liability, automobile liability, cyber liability, and excess liability coverage) to support its obligations under this Agreement. Company shall provide upon written notice copies of applicable certificates of insurance.

## 8. MISCELLANEOUS

8.1 Notices. All notices hereunder shall be in writing and addressed to either party at its address set forth above (or to such other address as either party may specify by notice given in accordance with this Section). Notices to Company shall be sent to the attention of its General Manager.

8.2 Binding Nature and Assignment. This Agreement shall be binding on the parties and their respective successors and assigns. Except as permitted by Section 1.3 above, neither party may assign this Agreement, except to an affiliate, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

8.3 Force Majeure. Each party shall be excused from any delay or failure in performance under this Agreement for any period if and to the extent that such delay or failure is caused by acts of God, governmental actions, labor unrest, riots, unusual traffic delays or other causes beyond its control.

8.4 Relationship of Parties. Company is acting as an independent contractor hereunder and has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all work to be performed by Company under this Agreement.

8.5 Entire Agreement. This Agreement constitutes the entire agreement between Company and Customer with respect to the subject matter of this Agreement. No change, waiver, or discharge of this Agreement shall be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced. Except as provided in Section 3, this Agreement may be amended only by an amendment in writing signed by Customer and Company.

8.6 Invalidity. If any provision of this Agreement is declared invalid by any tribunal of competent jurisdiction, then such provision shall automatically be adjusted to the minimum extent necessary to the requirements for validity as declared at such time and as so adjusted shall be

deemed a provision of this Agreement as though originally included herein. In the event that the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though such provision had never been included herein. In either case, the remaining provisions of this Agreement shall remain in effect.

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be executed by its duly authorized representative as of the Effective Date first set forth above.

CUSTOMER

COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

Attachment B



**SHREDDING  
& STORAGE**  
unlimited

3001 South Walnut  
Bloomington, IN 47401  
(812) 332-5568

February 10, 2022

Thank you for your interest in our on-site document destruction services. We are a Bloomington, Indiana based company that started in 1998 with a document storage business. In 2006 we purchased our first mobile shred truck to service businesses and residents in Southern Indiana. We now operate 6 mobile shred trucks, 3 box trucks, and 2 vans to serve companies, government organizations, and residents throughout Indiana, Illinois, Kentucky, and parts of Ohio. All our mobile shred trucks shred at a rate of 6,000 pounds per hour or faster.

All information will be destroyed by on-site shredding using pierce and tear technology, during the normal course of business pursuant to destruction policies and procedures of Shredding and Storage Unlimited, LLC. Pierce and Tear rips the paper apart at the fibers and produces a shred like a typical cross-cut shredder but with uneven edges. All parties involved in this destruction process agree to maintain the confidentiality of the documents destroyed. A signed Certificate of Destruction will be provided to customer upon completion of each shredding service. All shredded paper is commingled with shreds from other organizations, baled at our facility, and shipped directly to a local paper mill where it is pulped and recycled.

We are a full-service shredding company. We will provide all the labor and resources needed to shred and dispose of your paper. We will place two 96-gallon shred bins for a total price of \$70 per service where we collect and shred the contents of all containers.

Locations will be serviced on a schedule every other Friday. You may request service on other days which may or may not incur additional travel fees depending on our availability on the requested day.

There are no additional fees for our service, no fuel surcharges, no extra service fees, no labor fees, no recycled paper surcharge, no container placement, pickup, or rental fees etc. There is no penalty for any adjustments in service (cancelation of service, schedule change, change of container counts, etc.)

Thank you,  
Chrisy Gornall  
Shredding and Storage Unlimited, LLC

## Attachment C

### DOCUMENT SHREDDING BIN:

- OFFICE PAPER OF ANY TYPE OR COLOR
- NEWSPAPERS
- MAGAZINES
- FOLDERS
- MAIL
- BOOKS
- ANY PAPER PRODUCT YOU CAN TEAR WITH YOUR HANDS
- NO NEED TO REMOVE ANY STAPLES, PAPERCLIPS, RUBBER BANDS, OR BINDER CLIPS

### MEDIA SHREDDING BIN:

- MEDIA TAPES
- CD'S / DVD'S
- X-RAYS

### SPECIAL PROJECT SHREDDING BY REQUEST:

- COMPUTER HARD DRIVES OR OTHER PARTS
- E-WASTE
- CELL PHONES OR VOIP PHONES
- PLASTIC PRODUCTS
- CARDBOARD
- OTHER ITEMS

### NEVER PLACE THESE ITEMS IN ANY SHRED BIN:

- BATTERIES OF ANY KIND
- BIOHAZARD WASTE
- MEDICAL WASTE



2680 East Main Street  
Suite 223  
Plainfield, IN 46168  
Phone: 317.837.4933

**Email Addresses:**

[greg@fsgcorp.com](mailto:greg@fsgcorp.com)

[kristen@fsgcorp.com](mailto:kristen@fsgcorp.com)

February 10, 2022

*Monroe County Redevelopment Commission*

*Attn: Mr. Jeff Cockerill*

100 W. Kirkwood Avenue  
Courthouse, Room 220  
Bloomington, IN 47404

VIA EMAIL: [jcockerill@co.monroe.in.us](mailto:jcockerill@co.monroe.in.us)

**RE: TIF ANNUAL REPORT  
(WESTSIDE ECONOMIC DEVELOPMENT AREA)**

Redevelopment Commission, Mr. Cockerill:

Pursuant to Monroe County (the "County")'s request and the Commission's annual filing requirement, we are submitting a service agreement for the employment of Financial Solutions Group, Inc. (FSG Corp.) to perform certain professional services in connection with the TIF Annual Review (the "Project").

**SCOPE OF SERVICES**

The scope of services may contain the following, as part of this agreement:

1. Preparation of the TIF Annual Report, which would include the items below:
  - A. Updating the tax rate charts;
  - B. Analyzing the detail of taxes received, claims paid and transfer of funds at the County and Trustee bank levels;
  - C. Updating the assessed value parcel analysis;
  - D. Updating abated properties (where possible) in the TIF District;
  - E. Updating prior actual revenue and projecting, for the next five years, the ability to pay debt service; and
  - F. Updating capital projects proposed to be paid out of the TIF District, based upon information received from the County Highway Engineer.

The TIF Annual Report shall be completed and delivered to the County on or before March 23<sup>rd</sup>, 2022.

The Scope of Services does not include an audit of the actual property taxes collected by the County and their distribution to the underlying entities, including the Redevelopment Commission.

February 10, 2022  
Monroe County Redevelopment Commission  
Attn: Mr. Jeff Cockerill  
Page 2 of 2

**ANNUAL MEETING**

**RDC Annual Meeting:** The RDC is required to hold an annual meeting, to discuss the reports, pursuant to Indiana Code 36-7-25-8. All units of government should be invited to this meeting.

**FEES**

The total fee for our professional services shall **Not Exceed: \$8,000.00.**

The total fee for the TIF Annual Report includes the cost of filing all required information with the MSRB "EMMA" system, as required under the Continuing Disclosure Agreements.

In the event the Redevelopment Commission approves the engagement of FSG Corp. for this Project, please sign, date and return a copy of this agreement to us.

Respectfully,

**Financial Solutions Group, Inc.**



Gregory T. Guerrettaz

AGREED AND ACCEPTED:

**MONROE COUNTY  
REDEVELOPMENT COMMISSION**

By: \_\_\_\_\_

Dated: \_\_\_\_\_



2680 East Main Street  
Suite 223  
Plainfield, IN 46168  
Phone: 317.837.4933

**Email Addresses:**

[greg@fsgcorp.com](mailto:greg@fsgcorp.com)

[kristen@fsgcorp.com](mailto:kristen@fsgcorp.com)

February 10, 2022

*Monroe County Redevelopment Commission*  
*Attn: Mr. Jeff Cockerill*

100 W. Kirkwood Avenue  
Courthouse, Room 220  
Bloomington, IN 47404

VIA EMAIL: [jcockerill@co.monroe.in.us](mailto:jcockerill@co.monroe.in.us)

**RE: TIF ANNUAL REPORT  
(CURRY PROFILE TIF DISTRICT)**

Redevelopment Commission, Mr. Cockerill:

Pursuant to Monroe County (the "County")'s request and the Commission's annual filing requirement, we are submitting a service agreement for the employment of Financial Solutions Group, Inc. (FSG Corp.) to perform certain professional services in connection with the TIF Annual Review (the "Project").

**SCOPE OF SERVICES**

The scope of services may contain the following, as part of this agreement:

1. Preparation of the TIF Annual Report, which would include the items below:
  - A. Reviewing and updating the tax rate charts;
  - B. Analyzing the detail of taxes received, claims paid and transfer of funds at the County level;
  - C. Inputting the assessed value parcel analysis;
  - D. Inputting prior actual revenue and projecting, for the next five years, the ability to pay debt service;
  - E. Reviewing capital projects proposed to be paid out of the TIF District; and
  - F. Preparing a report on the District.

The TIF Annual Report shall be completed and delivered to the County on or before March 23<sup>rd</sup>, 2022.

The Scope of Services does not include an audit of the actual property taxes collected by the County and their distribution to the underlying entities, including the Redevelopment Commission.

February 10, 2022  
Monroe County Redevelopment Commission  
Attn: Mr. Jeff Cockerill  
Page 2 of 2

**ANNUAL MEETING**

**RDC Annual Meeting.** The RDC is required to hold an annual meeting, discuss the reports, pursuant to Indiana Code 36-7-25-8. All units of government should be invited to this meeting.

**FEES**

The total fee for our professional services shall be **Not Exceed: \$2,000.00**

In the event the Redevelopment Commission approves the engagement of PSG Corp. for this Project, please sign, date and return a copy of this agreement to us.

Respectfully,

**Financial Solutions Group, Inc.**



Gregory T. Guerrettaz

AGREED AND ACCEPTED:

**MONROE COUNTY  
REDEVELOPMENT COMMISSION**

By: \_\_\_\_\_

Dated: \_\_\_\_\_



2680 East Main Street  
Suite 223  
Plainfield, IN 46168  
Phone: 317.837.4933

**Email Addresses:**

- [greg@fsgcorp.com](mailto:greg@fsgcorp.com)
- [fsg@fsgcorp.com](mailto:fsg@fsgcorp.com)
- [kristen@fsgcorp.com](mailto:kristen@fsgcorp.com)

February 10, 2022

*Monroe County Redevelopment Commission*

*Attn: Mr. Jeff Cockerill*

100 W. Kirkwood Avenue  
Courthouse, Room 220  
Bloomington, IN 47404

VIA EMAIL: [jcockerill@co.monroe.in.us](mailto:jcockerill@co.monroe.in.us)

**RE: TIF ANNUAL REPORT  
(FULLERTON PIKE ECONOMIC DEVELOPMENT AREA)**

Redevelopment Commission, Mr. Cockerill:

Pursuant to Monroe County (the "County")'s request and the Commission's annual filing requirement, we are submitting a service agreement for the employment of Financial Solutions Group, Inc. (FSG Corp.) to perform certain professional services in connection with the TIF Annual Review (the "Project").

**SCOPE OF SERVICES**

The scope of services may contain the following, as part of this agreement:

1. Preparation of the TIF Annual Report, which would include the items below:
  - A. Updating the tax rate charts;
  - B. Analyzing the detail of taxes received, claims paid and transfer of funds at the County level;
  - C. Updating the assessed value parcel analysis;
  - D. Updating abated properties (where possible) in the TIF District;
  - E. Updating prior actual revenue and projecting revenue, for the next five years; and
  - F. Updating capital projects proposed to be paid out of the TIF District, based upon information received from the County Highway Engineer.

The TIF Annual Report shall be completed and delivered to the County on or before March 23<sup>rd</sup>, 2022.

The Scope of Services does not include an audit of the actual property taxes collected by the County and their distribution to the underlying entities, including the Redevelopment Commission.

February 10, 2022  
Monroe County Redevelopment Commission  
Attn: Mr. Jeff Cockerill  
Page 2 of 2

**ANNUAL MEETING**

**RDC Annual Meeting:** The RDC is required to hold an annual meeting, to discuss the reports, pursuant to Indiana Code 36-7-25-8. All units of government should be invited to this meeting.

**FEES**

The total fee for our professional services shall **Not Exceed:** \$2,000.00

In the event the Redevelopment Commission approves the engagement of FSG Corp. for this Project, please sign, date and return a copy of this agreement to us.

Respectfully,

**Financial Solutions Group, Inc.**



Gregory T. Guerrettaz

AGREED AND ACCEPTED:

**MONROE COUNTY  
REDEVELOPMENT COMMISSION**

By: \_\_\_\_\_

Dated: \_\_\_\_\_



2680 East Main Street  
Suite 223  
Plainfield, IN 46168  
Phone: 317.837.4933

**Email Addresses:**

[greg@fsgcorp.com](mailto:greg@fsgcorp.com)

[fsg@fsgcorp.com](mailto:fsg@fsgcorp.com)

[kristen@fsgcorp.com](mailto:kristen@fsgcorp.com)

February 10, 2022

*Monroe County Redevelopment Commission*

*Attn: Mr. Jeff Cockerill*

100 W. Kirkwood Avenue  
Courthouse, Room 220  
Bloomington, IN 47404

VIA EMAIL: [jcockerill@co.monroe.in.us](mailto:jcockerill@co.monroe.in.us)

**RE: TIF ANNUAL REPORT  
(BLOOMINGTON TOWNSHIP TIF DISTRICT - SR 46 CEDA)**

Redevelopment Commission, Mr. Cockerill:

Pursuant to Monroe County (the "County")'s request and the Commission's annual filing requirement, we are submitting a service agreement for the employment of Financial Solutions Group, Inc. (FSG Corp.) to perform certain professional services in connection with the TIF Annual Review (the "Project").

**SCOPE OF SERVICES**

The scope of services may contain the following, as part of this agreement:

1. Preparation of the TIF Annual Report, which would include the items below:
  - A. Analyzing the claims paid and the transfer of funds at County and Trustee bank levels;
  - B. Inputting the assessed value parcel analysis;
  - C. Updating prior actual revenue and projecting, for the next five years, the ability to pay debt service;
  - D. Preparing a report on the District; and
  - E. Updating prior actual revenue and projecting, for the next five years, the ability to pay debt service.

The TIF Annual Report shall be completed and delivered to the County on or before March 23<sup>rd</sup>, 2022.

The Scope of Services does not include an audit of the actual property taxes collected by the County and their distribution to the underlying entities, including the Redevelopment Commission.

February 10, 2022  
Monroe County Redevelopment Commission  
Attn: Mr. Jeff Cockerill  
Page 2 of 2

**ANNUAL MEETING**

**RDC Annual Meeting:** The RDC is required to hold an annual meeting, to discuss the reports, pursuant to Indiana Code 36-7-25-8. All units of government should be invited to this meeting.

**FEES**

The total fee for our professional services shall Not Exceed: **\$3,000.00**

In the event the Redevelopment Commission approves the engagement of FSG Corp. for this Project, please sign, date and return a copy of this agreement to us.

Respectfully,

**Financial Solutions Group, Inc.**



Gregory T. Guerrettaz

AGREED AND ACCEPTED:

**MONROE COUNTY  
REDEVELOPMENT COMMISSION**

By: \_\_\_\_\_

Dated: \_\_\_\_\_



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

**Executive Summary:**

The purpose of the text amendment to Chapter 814 is to amend the criteria for an Improvement Location Permit to require a permit prior to changing the use of a building, structure or lot. In addition, the amendment adds clarity under the "Application for Land Use Certificate" to require application by way of an online permitting website, adds requirements for commercial sites to have additional as-builts (at Administrator's discretion) and survey stakes surrounding sensitive land features/stormwater facilities. Lastly, the amendment allows for a "Conditional" Land Use Certificate if the only improvement remaining is the landscaping to accommodate seasonality of the planting season in Monroe County, IN.

| Fund Name(s):                    | Fund Number(s):      | Amount(s)            |
|----------------------------------|----------------------|----------------------|
| <input type="text" value="N/A"/> | <input type="text"/> | <input type="text"/> |

Presenter:

**Speaker(s) for Zoom purposes:**

| Name(s)  | Phone Number(s)                           |
|--|---|
| <input type="text" value="Jackie Nester Jelen"/> | <input type="text" value="812-349-2968"/> |

*(the speaker phone numbers will be removed from the document prior to posting)*

Attorney who reviewed:

**ORDINANCE NO. 2022-2**

The purpose of this ordinance is to amend the Monroe County Zoning Ordinance by the addition and amendment of the Improvement Location Permit and Land Use Certificate standards in Chapter 814.

WHEREAS, Indiana Code 36-7-4-601 authorizes the Board of Commissioners of the County of Monroe, Indiana (Board of Commissioners), to adopt planning and zoning ordinances and amendments, including maps, for the following purposes: securing adequate light, air, convenience of access, and safety from fire, flood, and other danger; lessening or avoiding congestion in public ways; promoting the public health, safety, comfort, convenience, and general welfare; and otherwise accomplishing the purposes of Indiana Code Chapter 36-7-4;

WHEREAS, the Board of Commissioners adopted a comprehensive replacement Monroe County Zoning Ordinance on December 20, 1996 through the passage of Ordinance 96-36 and have subsequently amended that zoning ordinance ("Zoning Ordinance");

WHEREAS, Indiana Code 36-7-4-602 authorizes local plan commissions to prepare, conduct public hearings on, approve and certify planning and zoning ordinances, and amendments thereto, for consideration by the local board of commissioners;

WHEREAS, the Monroe County Plan Commission (Plan Commission) prepared amendments to Chapter 814 of the Zoning Ordinance, which it deemed necessary and advisable to promote the public health, safety, and welfare within the County Jurisdictional Area;

WHEREAS, the Plan Commission advertised for and conducted a public hearing on the proposed amendments to Chapter 814 – Permits and Certificates at its January 18, 2022 meeting;

WHEREAS, following the public hearing, the Plan Commission voted to forward the amendments to Chapter 814 –Permits and Certificates to the Board of Commissioners with a **favorable** recommendation;

WHEREAS, the Plan Commission certified the amendments to Chapter 814 and forwarded its recommendation thereon to the Board of Commissioners for consideration pursuant to Indiana Code Sections 36-7-4-602 through 605;

WHEREAS, in accordance with Indiana 5- I 4-1.5-5, the Board of Commissioners provided public notice of its intention to consider the amendments to Chapter 814 in ordinance form and accepted public comment on the proposed amendments during its \_\_\_\_\_, 2022 meeting;

WHEREAS, based on public comment received by the Plan Commission and the Board of Commissioners on this ordinance, the Board of Commissioners finds that the proposed amendments to Chapter 814 if adopted, would reasonably and efficiently advance the statutorily recognized zoning ordinance purposes. Which include, among other purposes, the promotion of health, safety, morals, convenience, order, and general welfare of the citizens of Monroe County,

Indiana, and that the proposed amendments should be adopted;

WHEREAS, the Board of Commissioners finds and confirms that in the preparation and/or consideration of the proposed amendments to Chapter 814, both the Board of Commissioners and the Plan Commission gave reasonable regard to: the Comprehensive Land Use Plan of Monroe County, Indiana; current conditions and the character of current structures and uses in each district; the most desirable use for which the land in each district is adapted; the conservation of property values throughout the jurisdiction; and responsible development and growth;

NOW, THEREFORE, be it resolved by the Board of Commissioners as follows:

**Section 1.** Monroe County Zoning Ordinance Chapter 814 – Permits and Certificates shall be, and hereby is, amended as follows:

## CHAPTER 814

### ZONING ORDINANCE: PERMITS AND CERTIFICATES

#### 814-1. Requirements for Improvement Location Permit

- (A) A person shall obtain an improvement location permit prior to:
- (1) constructing, reconstructing, moving, enlarging, demolishing, or structurally altering any building or other structure;
  - (2) connecting a structure to a public water or sewer disposal system;
  - (3) locating a mobile home;
  - (4) making any significant land alterations (e.g., streets, drives, parking facilities, reservoirs, lakes, ponds, excavations, swimming pools, etc.).
  - (5) making a 'change in use' to any portion of a building, structure, or lot;
- (B) An improvement location permit shall not be required for the following activities:
- (1) routine maintenance, repair or remodeling of existing structures not involving any change ~~in~~ use, additional lot coverage, or increase in structure size;
  - (2) lot and yard improvements such as fences, drives, sidewalks, patios, retaining walls, and landscaping;
  - (3) signs with a surface area of less than seven square feet;
  - (4) structures which are used exclusively for agricultural production purposes, and which do not exceed the limitations stated in the definition for confined feeding operations in Chapter 802;
  - (5) structures that contain less than 120 square feet of floor area and that are not built on permanent foundations; and,
  - (6) utility structures.
- (C) Application for Improvement Location Permit
- (1) A person desiring an improvement location permit shall submit a written application for such permit with the Administrator. An application for an improvement location permit shall:
    - (a) be made on the forms available at the office of the Commission and shall be signed by the owner of the subject property; and,
    - (b) be accompanied by the fee established by the Commission.
  - (2) A person desiring an improvement location permit shall also file for site plan

review in accordance with this ordinance.

- (3)** The Administrator shall approve the application upon a finding that:
- (a)** the proposed improvements comply with the provisions of this ordinance;
  - (b)** site plan approval for the subject property has been granted; and,
  - (c)** the subject property is located on a public way or is accessible by recorded easement.

The Administrator may condition approval on the receipt of other permits, certificates and/or approvals (see Subsection 815-3(B), Part 20 of these regulations).

**(D)** Revocation and Expiration of Permit

- (1)** An improvement location permit may be revoked if active work is not commenced within sixty (60) days after the date of its issuance, and continued with due diligence to completion. The Administrator shall judge whether due diligence is being shown.
- (2)** If the work described in any improvement location permit has not been commenced within one hundred and eighty (180) days from the date of permit issuance, said permit shall expire.
- (3)** If the work described in any permit has not been substantially completed within two years of the date of permit issuance, said permit shall expire.
- (4)** Upon the revocation or expiration of an improvement location permit, no further work may be performed on the subject property until a new permit is obtained.

**814-2. Requirements for Land Use Certificate**

- (A)** No land shall be occupied or used and no building or other structure hereinafter erected, reconstructed or structurally altered shall be occupied or used, in whole or in part, for any purpose whatsoever, until a land use certificate has been issued stating that the structure and/or use comply with all the provisions of this ordinance applicable to the building, structure or premises of the use in the district in which it is to be located.
- (B)** No change shall be made in the use of land or in the use of any building, or other structure, or part thereof, now or hereafter erected, reconstructed or structurally altered, without a land use certificate having been issued and no such Certificate shall be issued to make such change unless it is in conformity with the provisions of this chapter.
- (C)** A Land Use Certificate will not be issued until all construction and demolition waste has been removed from the project site.
- (D)** In situations where a nonconforming use or structure is being discontinued or

removed to establish a new use in compliance with the Zoning Ordinance, the nonconforming structure must be removed or the use discontinued before a Land Use Certificate is issued.

**814-3. Application for Land Use Certificate**

(A) A person desiring a land use certificate shall apply for the certificate shall submit a written application for such permit with the Administrator and located on the online permitting website. An application for a land use permit shall:

(1) be made on the forms available at the ~~office of the Commission~~ Planning Office or by using the online permitting website and shall be signed by the owner of the subject property;

(2) be accompanied by the fee established by the Commission, if applicable;

Applicable for sites that require review as a commercial site plan:

(3) if requested at the Administrator's discretion, include as-built drawings certified by an engineer, surveyor, or architect;

(4) site must include survey stakes surrounding detention basins, karst features, as well as property boundaries (as applicable to the site);

(B) If the proposed use is in conformity with the provisions of this ordinance and the application is considered complete, the final land use certificate shall be issued within tenfive (510) days after the application for the same has been made. However, no land use certificate shall be issued in connection with the construction, alteration, enlargement, demolition or moving of a building or structure until such construction, alteration, enlargement, demolition or moving shall have been completed.

(C) If the proposed use is in conformity with the provisions of this ordinance, except for final landscaping, a conditional Land Use Certificate may be granted at the Administrator's discretion. The conditional Land Use Certificate shall be valid for no longer than six (6) months, but may be renewed for an additional six (6) month period at the Administrator's discretion.

**814-4. Temporary Mobile Home Placement and Occupancy**

(A) The Administrator may authorize the temporary placement and occupancy of a mobile home, as a second main structure on a lot, in any zoning district except Industrial, by issuing a temporary improvement location permit and a temporary land use certificate, upon a determination that the applicant or a member of the applicant's family requires constant attention due to a handicap or infirmity. The applicant shall:

(1) obtain Monroe County Board of Health approval for septic system installation or, provide the Administrator with a copy of a sewer hook-up permit from the appropriate authority;

(2) provide the Administrator with a licensed physician's certification of the handicap or infirmity specifically corroborating the need for constant

attention;

- (3) certify the notification of interested parties in accordance with the Commission/Board Rules of Procedure and advise the Administrator of the identity of known objectors/remonstrators;
  - (4) demonstrate compliance with all other improvement location permit and land use certificate requirements; and
  - (5) file fees for all permits according to the rate(s) set by the Commission.
- (B) Temporary improvement location permits and temporary land use certificates shall expire twelve (12) months after the date of issuance. The mobile home shall be removed from the premises by the applicant no later than thirty (30) days after the expiration of the temporary permit and certificate. The Administrator may extend the temporary permit and certificate for an additional twelve (12) month period for good cause shown. Any request for an extension beyond the first extension shall be heard by the Board subject to the filing, notice and hearing requirements for variances.

814-5.

**Additional Requirements Applicable to Subdivisions and Planned Unit Developments**

In addition to the requirements prescribed by or incorporated in this Chapter, no improvement location permit or land use certificate shall be issued for the construction, erection, demolition or placement of any building or other structure, or the use or occupancy of any lot, tract, parcel, building or other structure within a subdivision or planned unit development approved under this ordinance or the Subdivision Control Ordinance, until, as appropriate:

- (A) the applicant has provided the Administrator with a certified copy of the current recorded plat, construction plans or development plan;
- (B) all provisions of the ordinance and all conditions of plat or plan approval have been complied with;
- (C) the required utility facilities have been installed and made ready to service the lots, tracts or parcels in question; and
- (D) all streets providing access to the subject lots, tracts or parcels have been constructed or are in the course of construction and are suitable for vehicular traffic.

**[end of chapter]**

**Section 2. Effective Date.** This ordinance shall be in full force and effect upon passage.

SO APPROVED AND ADOPTED by the Board of Commissioners of Monroe County, Indiana, this 23rd day of February, 2022.

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, Vice President

\_\_\_\_\_  
Penny Githens, Vice President

\_\_\_\_\_  
Attest:  
Catherine Smith, Monroe County Auditor

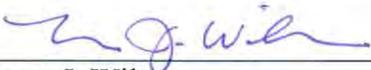
**OFFICE OF  
MONROE COUNTY PLAN COMMISSION  
501 N Morton Street, Suite 224  
BLOOMINGTON, IN 47404**

TO: THE COMMISSIONERS OF MONROE COUNTY, INDIANA

**CERTIFICATION**

I, Larry Wilson, hereby certify that during its meeting on January 18, 2022, the Monroe County Plan Commission considered petition # ZOA-21-9 for an amendment (Ordinance # 2022-2) to the Monroe County Zoning Ordinance and made a positive recommendation to approve thereon, based on the findings, Highway and MS4 Coordinator reports, with a vote of 7-0.

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



---

Larry J. Wilson  
Planning Director

1-31-2022

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Date



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

### Executive Summary:

The purpose of this text amendment is to add "Scrap Metal Processing Facility" as a permitted use only in the Heavy Industrial (HI) zone. The amendment will include a definition that is aligned with the Indiana State Statute, and also places standards on the permitted use, which includes the following: "The facility is accessed and served by road infrastructure sufficient to safely transport scrap metal by truck bed, trailer, or semi-trailer and is sufficiently buffered by natural objects, plantings, fences, or other appropriate means so it is substantially screened from the main-traveled way of the system. The outdoor storage area shall be limited to 100,000 square feet or less and be located in an area that complies with the buildable area provision in Chapter 804-4(E)." The need for this text amendment is due to the fact that scrap metal recycling is not considered solid waste by IDEM or the Solid Waste District, and therefore, there is a gap in our ordinance. If a business desires to change their use to the Scrap Metal Processing Facility use, they would have to meet the requirements of the ordinance proposed here, and apply for a site plan that is reviewed by Stormwater, Highway, Planning, and Health Departments.

| Fund Name(s):                    | Fund Number(s):      | Amount(s)            |
|----------------------------------|----------------------|----------------------|
| <input type="text" value="N/A"/> | <input type="text"/> | <input type="text"/> |

Presenter:

### Speaker(s) for Zoom purposes:

| Name(s)  | Phone Number(s)                           |
|--|---|
| <input type="text" value="Jackie Nester Jelen"/> | <input type="text" value="812-349-2968"/> |

*(the speaker phone numbers will be removed from the document prior to posting)*

Attorney who reviewed:

### ORDINANCE NUMBER 2022-3

The purpose of this ordinance is to amend the Monroe County Zoning Ordinance by amending the text in **Chapter 802- Zones and Permitted Uses** by adding **Scrap Metal Processing Facility** as a permitted use in the **Heavy Industrial (HI) District**:

WHEREAS, Indiana Code 36-7-4-601 authorizes the Board of Commissioners of the County of Monroe, Indiana (Board of Commissioners), to adopt planning and zoning ordinances and amendments thereto, including maps, for the following purposes: securing adequate light, air, convenience of access, and safety from fire, flood, and other danger; lessening or avoiding congestion in public ways; promoting the public health, safety, comfort, morals, convenience, and general welfare; and otherwise accomplishing the purposes of Indiana Code Chapter 36-7-4;

WHEREAS, the Board of Commissioners adopted a comprehensive replacement Monroe County Zoning Ordinance on December 20, 1996 through the passage of Ordinance 96-36 and have subsequently amended that zoning ordinance (“Zoning Ordinance”);

WHEREAS, Indiana Code 36-7-4-602 authorizes local plan commissions to prepare, conduct public hearings on, approve and certify planning and zoning ordinances, and amendments thereto, for consideration by the Board of Commissioners;

WHEREAS, the Monroe County Plan Commission (Plan Commission) prepared amendments to Chapter 802- Zones and Permitted Uses –Use Table of the Zoning Ordinance, which it deemed necessary and advisable to promote the public health, safety, and general welfare within the County Jurisdictional Area;

WHEREAS, the Plan Commission advertised for and conducted a public hearing on the proposed amendments to Chapter 802- Zones and Permitted Uses –Use Table at its January 18, 2022 meeting;

WHEREAS, following the public hearing, the Plan Commission voted to forward the proposed amendments to Chapter 802- Zones and Permitted Uses –Use Table to the Board of Commissioners with a **favorable** recommendation;

WHEREAS, the Plan Commission certified the proposed amendments to Chapter 802- Zones and Permitted Uses –Use Table and forwarded its recommendation thereon to the Board of Commissioners for consideration pursuant to Indiana Code Sections 36-7-4-602 through 605;

WHEREAS, in accordance with Indiana 5-14-1.5-5, the Board of Commissioners provided public notice of its intention to consider the proposed amendments to Chapter 802- Zones and Permitted Uses –Use Table and accepted public comments on the proposed amendments to Chapter 802- Zones and Permitted Uses –Use Table during its \_\_\_\_\_ meeting;

WHEREAS, based on public comment received by the Plan Commission and the Board of Commissioners, the Board of Commissioners finds that the proposed amendments to Chapter 802- Zones and Permitted Uses –Use Table if adopted, would reasonably and efficiently advance the

statutorily recognized zoning ordinance purposes, which include, among other purposes, the promotion of the health, safety, morals, convenience, order, and general welfare of the citizens of Monroe County, Indiana, and that the proposed amendments should be adopted;

WHEREAS, the Board of Commissioners finds and confirms that in the preparation and/or consideration of the proposed amendments to Chapter 802- Zones and Permitted Uses –Use Table, both the Board of Commissioners and the Plan Commission gave reasonable regard to: the Comprehensive Land Use Plan of Monroe County, Indiana; current conditions and the character of current structures and uses in each district; the most desirable use for which the land in each district is adapted; the conservation of property values throughout the jurisdiction; and responsible development and growth;

NOW, THEREFORE, be it resolved by the Board of Commissioners as follows:

**Section I.** Monroe County Zoning Ordinance Chapter 802-5 (8) shall be, and hereby is, amended by adding the following use definition to the list of **Manufacturing, Mining, Construction, and Industrial Uses**:

**Scrap Metal Processing Facility.** Means an establishment having facilities for processing iron, steel, or nonferrous metal and whose principal product is scrap iron, steel, or scrap for sale for remelting purposes only. (Ref Burns Ind. Code Ann. § 8-23-1-36). Does not include “Automotive salvage recycler”, “Automobile scrapyards”, “Hulk crusher”, “Mobile home salvaging facilities”, “Vehicle disposal facility” as defined by Indiana Code/Regulation/Rule.

**Section II.** Monroe County Zoning Ordinance Chapter 802- Zones and Permitted Uses -- Use Table shall be, and hereby is, amended by making **Scrap Metal Processing Facility** a high-intensity permitted use in the Heavy Industrial (HI) District subject to Condition 58.

| <b>Manufacturing, Mining<br/>Construction and Industrial</b> | i | AG | FR | CR | ER | LR | SR | MR | HR | UR | LB | GB | LI | HI       | IP | ME | REC | Condition |
|--|---|----|----|----|----|----|----|----|----|----|----|----|----|----------|----|----|-----|-----------|
| <b>Scrap Metal Processing Facility</b>                       | H |    |    |    |    |    |    |    |    |    |    |    |    | <b>P</b> |    |    |     | <b>58</b> |

**Condition 58.** The facility is accessed and served by road infrastructure sufficient to safely transport scrap metal by truck bed, trailer, or semi-trailer and is sufficiently buffered by natural objects, plantings, fences, or other appropriate means so it is substantially screened from the main-traveled way of the system. The outdoor storage area shall be limited to 100,000 square feet or less and be located in an area that complies with the buildable area provision in Chapter 804-4(E).

**Section III. Effective Date.**

This ordinance shall be in full force and effect upon passage.

SO APPROVED AND ADOPTED by the Board of Commissioners of the County of Monroe, Indiana, this \_\_\_\_ day of \_\_\_\_\_, 2022.

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, Vice President

\_\_\_\_\_  
Penny Githens, Vice President

\_\_\_\_\_  
Attest:

Catherine Smith, Monroe County Auditor

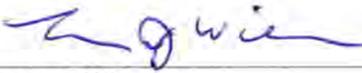
**OFFICE OF  
MONROE COUNTY PLAN COMMISSION  
501 N Morton Street, Suite 224  
BLOOMINGTON, IN 47404**

TO: THE COMMISSIONERS OF MONROE COUNTY, INDIANA

**CERTIFICATION**

I, Larry Wilson, hereby certify that during its meeting on January 18, 2022, the Monroe County Plan Commission considered petition # ZOA-21-13 for an amendment (Ordinance # 2022-3) to the Monroe County Zoning Ordinance and made a positive recommendation to approve thereon, based on the findings, Highway and MS4 Coordinator reports, with a vote of 7-0.

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



---

Larry J. Wilson  
Planning Director

2-03-2022

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Date