



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' HYBRID MEETING AGENDA

Wednesday, June 8, 2022 at 10:00 am

Nat U. Hill Meeting Room – 3rd Floor, Courthouse and Zoom Connection

<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, 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 least 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

2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER THOMAS

3. DEPARTMENT UPDATES
Health – Penny Caudill
Recorder – Eric Schmitz

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

5. APPROVAL OF MINUTES
June 1, 2022

6. APPROVAL OF CLAIMS DOCKET
Accounts Payable – June 8, 2022

7. REPORTS	14
Clerk – April 2022	

8. NEW BUSINESS	
A. SCHNEIDER GEOSPATIAL, LLC PROFESSIONAL SERVICES AGREEMENT	16

Fund Name: Reassessment
Fund Number: 1224-34350-000-0000
Amount: \$2,016
Presenter: Judith Sharp

This Professional Services Agreement is needed to share access to the map service within Eagleview Technology, by allowing updates pulled from GIS data layers within Elevate. Without this map service which is a Web Feature Service Hosting the ownership information is not updated regularly on Connect Explorer which is a tool used daily by our office. This Service Agreement is for the remainder of 2022 and all of 2023.

Prorated 2022 fee = \$672 July 1st - December 31st.
Annual 2023 fee = \$1,344 January 1 - December 31st

B. 2022 COVERED BRIDGE CERTIFICATE	20
Presenter: Brianne Gregory	

Per Indiana Code IC 8-14-1-10, the County Commissioners must annually certify the number of covered bridges within Monroe County by June 30th each year. This request for certification will fulfill this annual requirement.

C. BABY & ME PROGRAM SERVICE AGREEMENT RENEWAL	22
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Fund Name: NACCHO
Fund Number: 8130
Amount: \$960
Presenter: Penny Caudill

The health department is requesting approval to extend the service agreement for the Baby and Me program through September 2022. NACCHO funds previously received will be used to cover the cost of the agreement.

D. E & B PAVING SERVICE AGREEMENT FOR LOESCH ROAD TRAIL HEAD IMPROVEMENT	26
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Fund Name: 2017 GO Bond
Fund Number: 4810-47151
Amount: Not to exceed \$26,350
Presenter: Kelli Witmer

This project is not related to the Next Level Trails Grant. Once completed, the Karst Farm Greenway (KFG) from Karst Farm Park to Ellettsville will be 7.2 miles long. Parking is available at Karst Farm Park and Ellettsville's Campbells Park and at the Loesch Rd Trail Head. The current Loesch Rd Trail Head parking lot consist of one (1) ADA space, one (1) ADA isle, and two (2) general spaces. If the Trail Head improvement project is approved: one (1) ADA space, one (1) ADA isle, one (1) concrete pad for ADA

portable toilet, six (6) general spaces, and improvements to rest area amenities. The \$26,350 price is only good if E&B Paving does the work while they are currently working on the trail. This is due to their equipment, supplies, and Personnel being on site. The price will increase if the project is done at a later date.

E. AZTEC ENGINEERING TASK ORDER #5

33

Fund Name: Stormwater

Fund Number: 1197

Amount: \$18,100

Presenter: Lisa Ridge

This task order is for additional design services for an easement request and will be submitted to the US Army Corps of Engineers for approval. In addition, more time was needed to coordinate with utility companies to secure separate easements for their facilities per the US Army Corps of Engineers. The task order was approved during the Stormwater Board Meeting on May 11, 2022.

F. ORDINANCE 2022-17; AMENDING VARIOUS TRAFFIC ORDINANCES

35

Presenter: Lisa Ridge

Amend Ordinance 86-12 to delete the following yield location: Ison Road EB for Ison/Tower Road Intersections

Amend Ordinance 86-12 to add the following yield locations: Chapel Hill Road WB for Guthrie Road/Chapel Hill Road, Ison Road South SB for Ison Road West/Tower Road

Amend Ordinance 86-11 to add the following no parking locations: Production Drive, West side only, Commercial Street, South side only

Amend Ordinance 86-09 to delete the following 35 mph location: Rockport Road (from SR37 to Bloomington City Limits)

Amend Ordinance 86-09 to delete the following 30 mph locations: Hunters Creek Road, Centennial Drive, Cheryl Drive

Amend Ordinance 86-09 to add the following 35 mph location: Hunters Creek Road

Amend Ordinance 86-09 to add the following 30 mph location: Rockport Road (from SR37 to Bloomington City Limits)

Amend Ordinance 86-09 to add the following 25 mph locations: Centennial Drive, Cheryl Drive, Denise Drive, Emma Drive

Amend Ordinance 86-06 to delete the following stop locations: Guthrie Road for Chapel Hill Road, Ison Road West WB for South Ison Road

G. SYSTEM NAVIGATOR GRANT AGREEMENT

Fund Name: System Navigator Grant

Fund Number: 9160

Grant Amount: not to exceed \$15,000

Presenter: Heather Stuffle

The System Navigator Grant requires data input throughout the duration of the case. Originally, we had requested \$15,000 for the term of the grant to be paid to a part-time person, who is currently in our part time line. The Public Defender Commission prefers the data to be maintained by a FT staff member of our office who has been closely involved in the inception of the grant. This employee is very knowledgeable about the CHINS/TPR cases and has been working with the Commission to keep the data consistent for true and accurate testing results.

9. APPOINTMENTS

10. ANNOUNCEMENTS

11. ADJOURNMENT



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' HYBRID MEETING SUMMARY MINUTES Wednesday, June 1, 2022 at 10:00 am Nat U. Hill Meeting Room – 3rd Floor, Courthouse and Zoom Connection

Members

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

Staff

Angie Purdie, Commissioners' Administrator – **Not Present**
Jeff Cockerill, Legal Counsel – Present, **In Person**

1. CALL TO ORDER BY COMMISSIONER THOMAS 10:05 am

2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER JONES 10:05 am

3. AGENDA AMENDMENT 10:06 AM

Thomas made motion to add item "H" to agenda. Jones Seconded.
Cockerill called roll.
Thomas – yes
Githens – yes
Jones – yes
Motion carried; 3-0; Unanimous.

4. DEPARTMENT UPDATES 10:07 am Health – Penny Caudill

5. PROCLAMATION – WEAR ORANGE DAY 10:13 am

6. PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker) 10:17 am

Peter Iverson – Monroe County Councilman

7. APPROVAL OF MINUTES 10:18 am
May 25, 2022

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

8. APPROVAL OF CLAIMS DOCKET 10:19 am
Accounts Payable – June 1, 2022
Payroll – June 3, 2022

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

9. REPORTS 10:20 am
Highway Annual Report – 2021
Weights and Measures – April 16 – May 15, 2022

10. NEW BUSINESS

A. FLEMING INTERIOR GROUP FOR SURVEYOR'S OFFICE. 10:22 am
Fund Name: 2020 GO Bond Capital Projects
Fund Number: 4813
Amount: \$1,882.22
Presenter: Greg Crohn

The Surveyor's office currently uses hand me down furniture taken from various offices over time. The chairs for staff use are long past their useful lives and are in a state of disrepair. This request is to approve the proposal from FIG, for the purchase of five (5) office chairs that will be made by the Kimball furniture company. County Maintenance will assemble the units upon delivery to save on set up charges.

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

B. STRAUSER CONSTRUCTION CO. INC. FOR ELECTION OPERATIONS. 10:24 am
Fund Name: Election Fund
Fund Number: 1215
Amount: \$9,615
Presenter: Greg Crohn

Due to the design of the building's existing HVAC system, the addition of the ballot room has made it necessary to implement a stand-alone mini-split HVAC system. This will ensure proper air movement and climate control within the ballot room while it is occupied during election proceedings. This will also ensure adequate climate control for elections equipment storage between cycles.

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

C. AMERICAN RESCUE PLAN ACT FUND (ARPA) AMENDMENT #3 10:25 am
Presenter: Jeff Cockerill

This amends the current plan to utilize the automatic Ten Million dollar lost revenue allocation allowed by the Federal Treasury. It also adds two project to the ARPA plan. One is support for preparing children to enter kindergarten, the second is support for the remodeling a portion of the Stinesville Elementary School for Sojourn House.

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

D. YASMIN STUMP AGREEMENT FOR EMINENT DOMAIN ACTION FOR ROAD IMPROVEMENT. 10:30 am
Presenter: David Schilling

The conclusion to an eminent domain court action for road improvement; re: George & Sharon Butcher.

Jones made motion to approve. Thomas seconded.

Thomas made motion to amend motion to allow President of Board of Commissioners to sign agreement. Jones seconded.

No Public comment.

Cockerill called roll on the amended motion.

Thomas – yes

Githens – yes

Jones – yes

Motion carried; 3-0; Unanimous.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried; 3-0; Unanimous.

E. MOU REGARDING USE OF PROPERTY AT 302 S. WALNUT STREET.

10:33 am

Fund Name: Election Fund

Fund Number: 1215

Amount: \$4,800 per month

Presenter: Jeff Cockerill

The elections operation building, located at the corner of 3rd and Walnut Street, is being used for election purposes. This property was acquired by the County for future expansion of the Convention Center. This use an interim use until the expansion occurs.

Jones made motion to approve. Thomas seconded.

No Public comment.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried; 3-0; Unanimous.

F. AGREEMENT WITH WASHINGTON TOWNSHIP WATER AUTHORITY

10:35 am

Fund Name: Cumulative Capital – Trails

Fund Number: 1138

Amount: \$268,700

Presenter: Jeff Cockerill

This agreement is for water line relocation for the Bicentennial Pathway project along Old SR 37 North. The utility lines are to be relocated in the summer of 2022.

Jones made motion to approve. Thomas seconded.

No Public comment.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried; 3-0; Unanimous.

G. PURCHASE OF RIGHT OF WAY AND TEMPORARY EASEMENT FOR VERNAL PIKE CONNECTOR RD 10:37 am

Fund Name: Westside TIF

Fund Number: 4920

Amount: \$30,000

Presenter: Jeff Cockerill

This agreement is for the purchase of right of way and temporary easement for the Vernal Pike Connector Rd.

Jones made motion to approve. Thomas seconded.

No Public comment.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried; 3-0; Unanimous.

H. INDIANAPOLIS CRIME SCENE SERVICES LLC AGREEMENT 10:39 am

Fund Name: Cumulative Capital

Fund Number: 1138

Amount: Not to exceed \$18,000

Presenter: Jeff Cockerill

This agreement will allow Indianapolis Crime Scene Services LLC. D/b/a Bio-One NW Indianapolis to assist Monroe County in cleaning up a homeless encampment located at 3175 W Third Street.

Jones made motion to approve. Thomas seconded.

No Public comment.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried; 3-0; Unanimous.

11. APPOINTMENTS 10:42 am

None

12. ANNOUNCEMENTS 10:42 am

Hoosier Hills Food Bank sponsored “Fresh Food Fridays” will be June 24th. If you are in need of food, you may pick up your FREE box of non-perishable food at 2333 W Industrial Park Drive, Bloomington. For more information, please call (812)334-8374.

The Commissioners have virtual office hours via Zoom each month for anyone wanting to speak with a Commissioner. Please go to the calendar at www.co.monroe.in.us for dates and times.

Accepting applications for all boards and commissions. Go to www.co.monroe.in.us for more information or to fill out application.

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

- Monday, June 27, 10am – 3pm**
- Thursday, June 30, 1pm – 6pm**
- Thursday, July 14, 10am – 3 pm**
- Friday, July 15, 1pm – 6pm**
- Tuesday, September 6, 1pm- 6pm**
- Friday, September 9, 10am – 3 pm**

You may visit www.redcross.org to make your appointment to donate.

Residents can sign up for the **Monroe County Alert Notification System** for all weather and health related emergencies and updates. To sign up visit www.co.monroe.in.us .

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.

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

13. ADJOURNMENT

The summary minutes of the June 1, 2022 Board of Commissioners meeting were approved on June 8, 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 Minutes reviewed by: MM



PROCLAMATION

WEAR ORANGE DAY

- WHEREAS:** On average, more than 110 American's are killed each day with guns; and
- WHEREAS:** Americans are 25 times more likely to be killed with guns than people in other high-income countries; and
- WHEREAS:** In Indiana, firearms are the leading cause of death for children and teens; and
- WHEREAS:** Access to a gun increases the risk of death by suicide by 3 times; and
- WHEREAS:** According to Everytown for Gun Safety, there are an average of 1,021 gun deaths in Indiana every year; and
- WHEREAS:** Support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and
- WHEREAS:** Local law enforcement officers know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and
- WHEREAS:** In January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 4, 2022 to recognize the 25th birthday of Hadiya Pendleton (born: June 2, 1997), people across the United States will recognize National Gun Violence Awareness Day and wear orange in tribute to
- (1) Hydiya Pendleton and other victims of gun violence; and
 - (2) The loved ones of those victims; and
- WHEREAS:** The idea for a gun violence awareness day was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange. They chose this color because hunters wear orange to announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life; and
- WHEREAS:** By wearing orange on June 4, 2022, Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors.

NOW, THEREFORE: We, the Monroe County Board of Commissioners proclaim June 4, 2022 as

Wear Orange Day!

PROCLAIMED THIS FIRST DAY OF JUNE, TWO THOUSAND TWENTY-TWO

THE MONROE COUNTY BOARD OF COMMISSIONERS



MONROE COUNTY COMMISSIONERS

Julie Thomas, President
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Lee Jones

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

MONROE COUNTY BOARD OF COMMISSIONERS'
WORK SESSION SUMMARY
June 1, 2022
Nat U. Hill Meeting Room - 3rd Floor, Courthouse and Zoom Connection

No Work Session this date

MONTHLY REPORT - CLERK OF THE CIRCUIT COURT
 Required by IC 33-17-2-8

FILED

MAY 26 2022

Catherine Smith

Auditor, Monroe County, Indiana

MONTHLY REPORT APRIL 2022

Charges:

1	Fees payable to the State	\$	321,337.51
	JC - Reimbursements	\$	-
	FSSA Support		
2	Fees payable to the county	\$	76,309.51
3	Bank Discrepancy	\$	10,120.46
4	Trust Funds (Bonds/Other)	\$	1,896,742.71
5	Trust, Refunds		
6	Trust, Judgment Collections	\$	14,805.70
	ISETS Child Support Collections	\$	6,507.32
	Interest-bearing Accounts Payables	\$	1,488.58
	Cash on Hand	\$	1,500.00
7	Total Charges	\$	<u>2,328,811.79</u>

Credits

8	Certificate of deposit		
9	Certificate of deposit		
10	Certificate of deposit		
11	Monroe County Bank Account	\$	2,319,315.89
	Monroe Bank Account - Ledger		
	Old Judgment Collections		
	ISETS Child Support	\$	6,507.32
	Interest-Bearing Saving Account	\$	1,488.58
12	Subtotal: Daily Balance Record (Lines 8-11)		<u> </u>
13	ISETS Monthly Clerk's Support Record	\$	-
14	Total Depository Balances as shown by Records	\$	<u>2,327,311.79</u>
15	Investments on Hand at the close of business	\$	-
16	Cash in office at the close of business	\$	1,500.00
17	Total	\$	<u> </u>
18	Cash Short		
19	Cash Long		
20	PROOF (Line 7)	\$	<u>2,328,811.79</u> \$ <u>2,328,811.79</u>

21	Balance in All Depositories	\$	2,739,181.24
22	Deduct: Outstanding Checks	\$	(444,172.46)

23	Net Depository Balance				
24	Deposits in Transit	\$	27,264.83		
25	Bank Fees	\$	100.00		
26	Interest				
27	Miscellaneous Adjustments (explain fully)	\$	3,745.18		
28	Participant recoupments	\$	1,130.00		
29	Agency recoupments	\$	63.00		
30	Balance in all Depositories (line 14)	\$	2,327,311.79	\$	2,327,311.79
31	PROOF				

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

Yvette Lynn Browne
 (SEAL) _____

Clerk, Monroe Circuit Court

ISETS: Over \$406.20	-406.20
Adjustment for CC & ACH items in transit	10,189.61
Credit Card deposited in Bank	-5,865.23
ACH ST of IN Payables	-135.00
Stale dated/reissued checks cashed	267.00
Return Bank Fees	-300.00
Other Adjustments	-5.00
Total Misc Adjustments	3,745.18

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



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal

Work session

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between **Schneider Geospatial, LLC**, also doing business as **qPublic** and **qPublic.net**, an Indiana Limited Liability Company, whose place of business is 8901 Otis Avenue, Suite 300, Indianapolis, IN 46216 (“PROFESSIONAL”) and **Monroe County, Indiana**, whose place of business is: 100 West Kirkwood Avenue Room 209 Bloomington, Indiana 47404 (“CLIENT”).

1 Elevate/Beacon/qPublic.net Add-on: Web Feature Service (WFS)

PROFESSIONAL shall provide CLIENT with the following services (“Services”):

a) Web Feature Service (WFS) Hosting - EagleView

PROFESSIONAL will host an ArcGIS Server based Web Feature Service (WFS) for CLIENT containing GIS spatial data layers from CLIENT's existing GIS data sources. CLIENT will share access to the map service with EagleView Technologies, Inc., for use in CLIENT's EagleView software applications. Pricing may be subject to change in the event of cancellation of CLIENT's existing **Elevate/Beacon/qPublic.net** hosting agreement.

Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.

2 Payment for Services.

CLIENT shall compensate PROFESSIONAL for the Services as follows:

A. Web Feature Service (WFS) Hosting - EagleView

a. Annual Hosting: **\$1,344**

B. Payment Schedule

Year 1	July 1, 2022 – December 31, 2022: (Hosting: \$672-prorated)	\$672
Year 2	January 1, 2023 – December 31, 2023:	\$1,344

Invoicing will be done on an annual basis at the beginning of the term unless otherwise specified.

If the CLIENT cancels the agreement before end of initial multi-year term, any waived discounts and promotional fees will be included in the final invoice.

Balances due thirty (30) days after the due date for non-government clients and sixty (60) days after the due date for government clients shall be assessed an interest rate of 1½% per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney's fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within thirty (30) days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

3 Terms of Service. Each party's rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service which can be found at <http://schneiderGIS.com/termservice>. By executing this Agreement, CLIENT acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are

incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service upon ten (10) days prior notice to CLIENT. Such notice may be provided by PROFESSIONAL to CLIENT by e-mail.

4 Term, Termination and Renewal. The initial term of this Agreement shall be defined in the Scope of Services or Payment Schedule above. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by consecutive, twelve (12) month periods. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period, subject to earlier termination as set forth in this Agreement or upon written notification by either party thirty (30) days prior to the end of a term. If, for any reason, this Agreement is terminated prior to the end of a term, any waived or discounted fees or specified promotional items provided by PROFESSIONAL shall be invoiced by PROFESSIONAL and paid by CLIENT. PROFESSIONAL reserves the right to update the pricing applicable to this Agreement after the initial term for any renewal terms and/or any subsequent terms occurring after the initial term of the Agreement; PROFESSIONAL shall provide prior written notice to CLIENT of any pricing adjustments applicable to any such renewal and/or subsequent terms.

5 Additional Data Hosting. PROFESSIONAL's website hosting services allow for storage of up to ten (10) Gigabytes of data and files to include as content for CLIENT's website hosted in PROFESSIONAL's web data server environment. Additional storage and transfer requirements may be negotiated, at PROFESSIONAL's discretion, if CLIENT decides to add additional content to the website – such as orthophotos, scanned documents, etc.

6 Assignment. PROFESSIONAL has the right to assign or transfer any rights under or interest in this Agreement upon fifteen (15) days' written or electronic notice to CLIENT. Nothing in this Paragraph shall prevent PROFESSIONAL from employing consultants or subcontractors to assist in the performance of the Services.

7 Rights and Benefits. Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third-party beneficiaries to this Agreement.

8 Successors. This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.

9 Applicable Law. The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

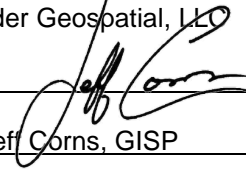
Additional Provisions:

Non-discrimination. PROFESSIONAL is aware of CLIENT’s policy prohibiting harassment of any kind; CLIENT shall promptly notify PROFESSIONAL of any revisions or changes to that policy. If PROFESSIONAL becomes aware of any harassment that is directly related to the services provided under this Agreement and/or that involves any of CLIENT’s employees or representatives, PROFESSIONAL shall immediately report harassment to the CLIENT Legal Department. In the performance of work under this Agreement, it is agreed that PROFESSIONAL, 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.

Compliance with Law. PROFESSIONAL shall comply with all State of Indiana and CLIENT applicable laws and regulations, including CLIENT’s policy prohibiting harassment. PROFESSIONAL shall indemnify and save harmless CLIENT for any fines or damages of any nature that may be incurred by CLIENT, but only to the extent that such fines or expenses relate to and/or arise from PROFESSIONAL’s noncompliance. PROFESSIONAL’s indemnity obligation shall be subject to the limitations of liability set forth in Section B of the Terms of Service. If required by law, PROFESSIONAL will comply with IC 22-5-1.7 et seq. Specifically including the following:

- a. PROFESSIONAL to enroll in and verify the work eligibility status of all newly hired employees of the PROFESSIONAL through the E-Verify program.
- b. PROFESSIONAL is not required to verify the work eligibility status of all newly hired employees of the PROFESSIONAL through the E-Verify program, if the E-Verify program no longer exists.

Pricing is valid through June 30, 2022.

PROFESSIONAL:
 Schneider Geospatial, LLC
 By:  _____
 Print: Jeff Corns, GISP
 Title: President
 Date: June 1, 2022

CLIENT:
 Monroe County, Indiana
 By: _____
 Print: _____
 Title: _____
 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:

Per Indiana Code IC 8-14-1-10, the County Commissioners must annually certify the number of covered bridges within Monroe County by June 30th each year. This request for certification will fulfill this annual requirement.

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="Brienne Gregory"/>	<input type="text" value="616-886-9456"/>

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

Attorney who reviewed:



COVERED BRIDGE CERTIFICATION

State Form 56491 (3-18)
Prescribed by Auditor of State, 2018
Approved by State Board of Accounts, 2018

Auditor of State
200 W Washington Rm 240, State House
Indianapolis, IN 46204
Telephone 317-232-3700
www.in.gov/aos

County Name Monroe

Number of covered bridges per [IC 8-14-1-10](#) 1

We, the county commissioners of Monroe County, hereby certify that the aforementioned is the true number of covered bridges in said county per [IC 8-14-1-10](#) for calendar year 2022.

Dated this 8th day of June, 2022.

Julie L. Thomas
County Commissioner Name (*Print: First, Middle, Last*)

County Commissioner's Signature

Elizabeth L. Jones
County Commissioner Name (*Print: First, Middle, Last*)

County Commissioner's Signature

Penny B. Githens
County Commissioner Name (*Print: First, Middle, Last*)

County Commissioner's Signature

Catherine Collins Smith
County Auditor Name (*Print: First, Middle, Last*)

County Auditor Signature

Due by June 30, 2022

E-mail completed form to: localgovernment@auditor.in.gov



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 health department is requesting approval to extend the service agreement for the Baby and Me program through September 2022. NACCHO funds previously received will be used to cover the cost of the agreement.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="NACCHO"/>	<input type="text" value="8130"/>	<input type="text" value="\$ 960.00"/>

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:

Service Agreement (SA)
Monroe County Health Department and WELCO, LKA Inc.
For implementation of the BABY & ME – Tobacco Free Program™

Monroe County Health Department has secured/been awarded funds to implement and support the BABY & ME -Tobacco Free Program (BMTFP) within the state of Indiana. The Service Agreement, between the above parties, is from: 4/1/2022 – 9/31/2022.

WELCO LKA Inc., (WELCO) a corporation, Laurie Adams, President, owns and operates the BABY & ME – Tobacco Free Program™ and will assist Monroe County Health Department in implementing the program in the county. WELCO's Federal Tax ID number is 10-0002541. WELCO is in compliance with Equal Employment Opportunity (Executive Order 11246&11375).

The BABY & ME – Tobacco Free Program will provide the following to the above county/agency, in accord with budget agreements and within this SA:

1. Offer and conduct virtual BMTFP Facilitator training(s) for certification and/or recertification to county/agency staff implementing the program.
2. Administer programmatic support to funded agency to ensure program protocols are maintained and provide ongoing program staff development.
3. Schedule and conduct conference calls and/or quarterly state webinars for continued cessation education and program updates for funded sites.
4. Provide order form(s) and process orders for program supplies and materials. For further details see program budget form.
5. Complete and provide voucher orders to county/agency conducting the program for incentive distribution to enrolled participants who are tobacco free in the prenatal/postpartum period, up to 6-12 months postpartum as established by the budget.
6. Support and manage voucher redemption process with Walmart stores and/or additional vendors within the state, if applicable.
7. Provide promotional material templates and/or access to ordering of approved promotional materials.
8. Provide HIPAA compliant online data collection portal and training to report on enrolled participants and program outcomes. Provide secure website and username/password for each county/agency.
9. Establish a SA with funded county/agency and submit invoices to the designated person at the county/agency on a quarterly basis for payment to WELCO, for program materials purchased and administration fees, in accord with the budget.

Monroe County Health Department supports the BABY & ME - Tobacco Free Program's mission of reducing tobacco use in prenatal and postpartum women in Monroe and agrees to the following within the funding period:

1. Secure funding and sign service agreement with WELCO LKA Inc. for approval to implement the program.
2. Identify the agency lead responsible for administering/overseeing the program.
3. Assure agency staff involved in the program attend a BMTFP certification training and are certified/recertified to conduct BMTFP best-practice protocols. Facilitators must be tobacco free and will be required to sign a code of ethics. Facilitators must recertify every two years to continue conducting the program with program participants.

4. Identify local community referral sources and promote referrals to the BMTFP, as appropriate. Agree to follow-up on all referrals and offer the program to eligible participants.
5. Screen all pregnant women served by the agency for tobacco use and offer/enroll eligible women and partners (if applicable) to the BMTFP. Refer participants to the state Quitline.
6. Provide four (4), individual, prenatal cessation sessions (one-on-one counseling) to enrolled women, using BMTFP curriculum and document tobacco use at each session. Provide voucher incentives to tobacco free participants at Prenatal Sessions 3 and 4. Additional vouchers may be offered in the prenatal period as established by the program budget.
7. Screen enrolled participants each month following delivery, up to 6-12 months postpartum. Document tobacco use, distribute voucher if tobacco free, and provide additional cessation education, if necessary.
8. Offer the BMTFP to smoking support partners, if applicable, to enroll and quit with the pregnant woman. Provide an additional voucher each month postpartum, if the support partner remains tobacco free, up to 6-12 months postpartum.
9. Assign one staff member to enter county/agency's monthly data in the online data collection portal, as required by all BMTFP sites.
10. Assure secure method for retaining vouchers and documenting distribution of vouchers.
11. Participate in conference calls and/or educational webinars with BMTFP national program office.
12. Provide success stories of women enrolled in the program to the BMTFP national program office for promotional and/or earned media opportunities.
13. Establish a signed service agreement with WELCO and provide funds for training, program supplies, materials, and data management/administrative fee, as invoiced and defined in the approved budget.

TERMINATION

This Agreement may be terminated by either party upon notice, in writing, delivered upon the other party 30 days prior to the effective date of termination. Prior to termination, a close out plan must be established for continuum of care for enrolled participants. Final invoicing will be prorated based on dates of termination and quarterly services provided to agency. In the event an agency terminates the program, any unused purchased vouchers are not refundable.

PROGRAM MATERIALS

WELCO LKA Inc., owns the copyright and trademark for the BABY & ME – Tobacco Free Program™. The BABY & ME – Tobacco Free Program name, logo, website, program manual, photos, or any program materials may not be used, duplicated, rewritten, or redistributed in whole or part without permission from WELCO LKA Inc.

The effective date of this Service Agreement: 4/1/22.

Monroe County Health Department
County/Agency Name

Signature: _____

Print Name: Julie Thomas _____

Title: President MC Board of Commissioners _____

Street Address: _____

City, State, Zip: Bloomington, IN 47404 _____

Date: _____

WELCO, LKA Inc.
10-0002541
Laurie Adams, Executive Director

Signature: _____

BABY & ME – Tobacco Free Program
1869 Camp St Ext.
Jamestown, NY 14701
716-484-3325
laurie@bmtfp.org

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:

This project is NOT related to the Next Level Trails Grant.

Once completed, the Karst Farm Greenway (KFG) from Karst Farm Park to Ellettsville will be 7.2 miles long. Parking is available at Karst Farm Park and Ellettsville's Campbells Park (each end of the trail) and at the Loesch Rd. Trail Head.

The current Loesch Rd. Trail Head parking lot consist of (1) ADA space, (1) ADA isle, & (2) general spaces.

If the Trail Head Improvement project is approved: (1) ADA space, (1) ADA isle, (1) concrete pad for ADA portable toilet, (6) general spaces, and improvement to rest area amenities. The \$26,350 price is only good if E & B does the work while they are currently working on the trail. This is due to their equipment, supplies, & personnel being on site. The price will increase if the project is done at a later date.

As of 06-01-22, Bond 4810-47151, has a cash balance of \$82,923.94 with a commitment of \$4,200 for KFG non-grant related items. DNR has not approved a change order (not prepared yet) related to the KFG Loesch Road Railroad Crossing, thus Monroe County must be prepared (if not grant eligible) to pay for the railraod change order. I strongly believe DNR will approve some, but not all of the railroad change order. My best guess, worse case scenario, is that Monroe County may be resonsible for approximately \$50,000 for railroad change order (Bond 4810).

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="GO Bond - Trail"/>	<input type="text" value="4810-47151"/>	<input type="text" value="Not to exceed \$26,350.00"/>

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

This Agreement for Construction Services is made and entered into between **E & B Paving, LLC** ("Contractor") and the Monroe County Board of Commissioners (Monroe County). The Contractor and Monroe County mutually agree as follows:

The terms of the agreement enlist Contractor to perform improvements to the Karst Farm Greenway Loesch Road Trail Head. The following terms shall apply:

1. **Scope of Project, Price, and Expiration Date.** Contractor shall perform the services listed for the price stated in Exhibit "A". Exhibit A is incorporated herein and made a part of this Agreement.

The total amount paid to Contractor under this Agreement shall not exceed Twenty six thousand three hundred fifty dollars (**\$26,350.00**) 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 services listed in Exhibit A shall be completed by August 5, 2022.

The Agreement expires on 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.

Jeff Doley
Print Name
Representative of E & B Paving, LLC

Jeff Doley
Signature
Representative of E & B Paving, LLC

6/2/22
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



E&B PAVING, LLC

PROPOSAL

Date	May 31, 2022	Project	Karst Trailhead Parking Lot
Owner	Monroe Co. Parks	Location	Loesch Road
Address	100 Kirkwood Ave.	City	Bloomington
City/State/Zip	Bloomington, In 47401	Bid Date	5/31/2022
Attn	Kelli Witmer	Engineer	BRCJ
Phone	812-320-0963	Plan Date	5/19/2022
Fax		Revisions	
Email	kwitmer@co.monroe.in.us	Addendum	

E & B Paving would like to submit price quotations for the following items:

Construct Parking Lot Expansion Per BRCJ Drawing	
Dated 5/19/2022	
Note: This pricing is based on completing this work in conjunction with the KFG 2 project.	
Bid Total:	\$26,350.00

Please note the following:

- 1 This quote may be withdrawn by E & B Paving if not accepted within 15 days.
- 2 Indiana State Sales Taxes
- 3 Number of mobilizations included
- 4 Additional mobilizations
- 5 The above work is based upon being completed on weekdays and in the 2022 construction season.
- 6 All E&B work areas shall be made available at the same time for continuous and uninterrupted construction work.
- 7 Weekend work will require additional charges and is not included in the above pricing unless otherwise noted.
- 8 Any work carried over to the next construction season may be subject to a price increase for labor & materials.
- 9 All agreements contingent upon strikes, accidents, or delays beyond our control.
- 10 Any changes from above quoted work, including extra work, will not be performed without a signed change order
- 11 E&B Paving requires access to the site with loaded tri-axle trucks and heavy equipment. We will not be responsible for any damage to existing roadways and access points
- 12 Field engineering, testing, bonds or permits are not included unless otherwise noted.
- 13 Engineered staking, to be provided by others, is required at 25' on center maximum, at grade breaks, and radius points around perimeter of pavement areas.
- 14 E&B Paving cannot provide positive drainage if the pavement design or existing pavement has less than 1% fall
- 15 Prices quoted are subject to existing drainage conditions.
- 16 A properly prepared and compacted sub grade to +/- .05 foot is required before our work can begin.
- 17 The sub grade will be proof rolled with a loaded tri-axle truck prior to stone placement
- 18 Any failed sub grade areas will be repaired by others before any stone is placed.
- 19 If the stone base is used before the asphalt is placed, any repairs of the stone base will be paid for by others
- 20 If the surface course is installed later, additional charges such as cleaning and repairs may be incurred.
- 21 All materials and workmanship will comply with the 2022 INDOT Specifications, Section 402.
- 22 Prime, herbicide, parking bumpers, seal coating, color coating, and/or striping are not included unless noted.
- 23 Winter weather protection for concrete work is not included in the above prices.
- 24 All excavation, sub-grade preparation, saw cutting, and restoration will be by others unless otherwise noted.
- 25 The project owner is responsible for all utility locates not covered under Indiana Underground's 811 service.

EXCLUDED	
1	each
NA	each



E&B PAVING, LLC

- 26 A signed quote or contract is necessary before E & B Paving can begin work
- 27 Proposal acceptance is subject to having an approved credit application on file.
- 28 Retainage from payments to E & B paving, Inc. shall be withheld based upon the same retainage percentage withheld by the Owner under the Prime Agreement.
- 29 Proposal is subject to mutually agreeable subcontract terms

The prices quoted within this proposal are good for a period of 15 days from the date this proposal is submitted. If not accepted within this time period, E&B reserves the right to revise the quote to reflect any changes in the prices submitted within this proposal.

Prices provided within this proposal are based on current market prices for material/fuel costs. If market prices for materials/fuel increase and are documented by E&B to Customer, prices shall be based on and charged to the Customer based on the market prices for materials/fuel at the time of delivery and installation.

A 1-1/2% monthly finance charge may be applied to all past due accounts. This computes to an annual rate of 18%. If any amount due for services or materials provided by E & B Paving, LLC. is not fully paid within 30 days from the date such services or materials were provided, it is agreed and understood that all costs, including but not limited to attorney fees, incurred by E & B Paving, LLC. related to the collection of such amounts will be recoverable by E & B Paving, LLC.

Thank you for the opportunity to submit price quotation(s) for your project. Please contact our office if you have any questions or if we can be of any further assistance.

Submitted By:

Jeff Ooley

Sales / Project Manager

E & B Paving, LLC - Bloomington

2520 W. Industrial Park Dr. • Bloomington, IN 47404

Phone: 812.334.7940 • Fax: 812.334.7941

jeff.ooley@ebpaving.com

Cell: 812-512-0681

Accepted By:

Printed Name: _____

Title: _____

Date: _____

rev: 03-30-22

PLAN NOTES

1. NEW ASPHALT PAVING - 4" THICK.
2. NEW CONCRETE PAVING - 4" THICK.
3. PRESERVE EXISTING ASPHALT/CONCRETE SURFACE.
4. RELOCATE EXISTING BENCH AND BIKE RACKS.
5. PAINT STRIPE WHITE, 4" WIDE.
6. NEW TRAILHEAD SIGN BOARD - SURFACE MOUNT PROVIDED BY OWNER.
7. LANDSCAPING BY OWNER.
8. RELOCATE EXISTING SIGN. COORDINATE WITH OWNER FOR FINAL LOCATION.
9. EXPANSION JOINT.
10. RIVER GRAVEL 5L, 4" THICK WITH LANDSCAPE FABRIC UNDERLAY.
11. SAW CUT AND REMOVE EXISTING ASPHALT AND REPLACE WITH 4" THICK CONCRETE PAD FOR SURFACE MOUNTED AMENITIES. TO BE PROVIDED BY OWNER.

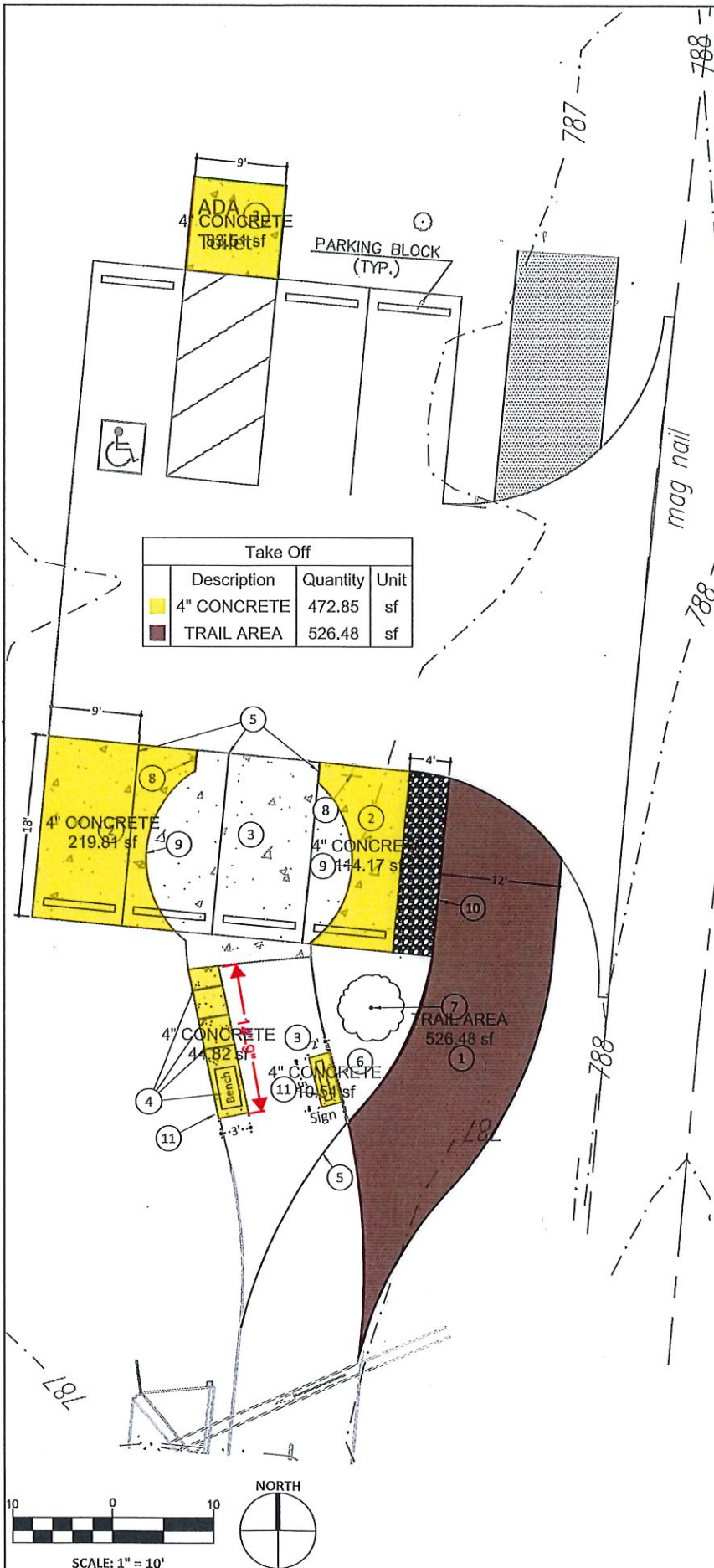
NOTE TO CONTRACTOR:
GRADE ALL SURFACES TO DRAIN. DISTURBED AREAS NOT INDICATED FOR HARD SURFACE SHALL BE RESTORED WITH 6" TOPSOIL, SEED AND STRAW.

Take Off		
Description	Quantity	Unit
 4" CONCRETE	472.85	sf
 TRAIL AREA	526.48	sf



LOESCH ROAD PARKING PLAN OPTION 1

May 19, 2022





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 task order is for additional design services for an Easement request and submit to the US Army Corps of Engineers for approval. Also, there was more time needed to coordinate with utility companies to secure separate easements for their facilities per US Army Corps of Engineers. The task order was approved at the May 11, 2022 Stormwater Board meeting.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Stormwater"/>	<input type="text" value="1197"/>	<input type="text" value="\$18,100.00"/>

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:



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

Task Order #05

Project: Monroe County On-Call **Project No.:** INMUN1602-05
Client: Monroe County Highway Dept. **Task Order:** #05 - Stipp / Moores Creek Design / ROW Coord. Services
Address: 501 N. Morton St., Suite 216
Bloomington, IN 47404

I. Description of Task Order:

Additional Design Service to complete an Easement Request Document and submit it to US Army Corps of Engineers (USACE) for approval. Time includes QA/QC and coordination time with USACE to address comments & questions. More time to coordinate with utility companies is included to secure separate easements for their facilities per USACE.

II. Compensation for Amendment:

ORIGINAL CONTRACT SUM:			<u>\$421,007.00</u>
NET CHANGE BY TASK ORDER:			
PREVIOUS TASK ORDERS THROUGH CURRENT NO.	<u>4</u>	<u>\$58,691.60</u>	Subtotal: <u>\$479,698.60</u>
TASK ORDER #5 (Lump Sum):		<u>\$18,100.00</u>	
TASK ORDER #5 TOTAL:			<u>\$18,100.00</u>
CONTRACT SUM TO DATE (TASK ORDERS 1-5):			<u>\$497,798.60</u>

This fully executed task order shall become part of the Professional Services Agreement dated January 26, 2016.

MONROE COUNTY BOARD OF COMMISSIONERS

AZTEC ENGINEERING GROUP, INC.

By: _____

By: 

Name/Title: Lee Jones, President

Name: Adrian Reid, P.E.

By: _____

Title: Assoc. Vice President/Office Principal

Name/Title: Penny Githens, Member

Date: 2/18/2022

By: _____

Name/Title: Julie Thomas, Member

Date: _____

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: _____

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

OR

Item for Work Session / Discussion

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

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

Vendor #

All Grants must complete the following

If new vendor, enter 'NEW'

Is this a grant request? Yes

New Grant to the County? Yes

Grant Type:

Reimbursement/Drawdown

Up Front Payment

County IS Pass Through

Federal Agency: _____

Amount Received

Federal Program: _____

Federal: _____

CFDA # _____

State: _____

Federal Award Number and Year: _____

Local Match:

Or other identifying number

Total Received:

Pass Through Entity _____

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

Fund Name: _____

Fund Number _____

Amount: _____

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

Executive Summary:

Person Presenting: _____

Department: _____

Attorney who reviewed: _____

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

An ordinance to amend various traffic ordinances listed below in the Monroe County Code.

SECTION I

An ordinance to amend Ordinance 86-12 regarding regulatory yield conditions for vehicular traffic on designated roads, streets, etc., in Monroe County, Indiana.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, BLOOMINGTON, INDIANA, AS FOLLOWS:

Appendix A of Ordinance 86-12 is amended by the **deletion** of the following **yield** location:

- **Ison Road EB for Ison/Tower Road Intersection**

Appendix A of Ordinance 86-12 is amended by the **addition** of the following **yield** location:

- **Chapel Hill Road WB for Guthrie Road/Chapel Hill Road**
- **Ison Road South SB for Ison Road West/Tower Road**

SECTION 4: Any vehicle operator who is found to violate any provision of this ordinance commits a Class E Ordinance violation, and a Class D ordinance violation for each subsequent violation. The vehicle operator shall be fined in accordance with Monroe County Code Chapter 115.

SECTION II

An ordinance to amend Ordinance 86-11 regarding regulatory No Parking signs for vehicular traffic on designated roads, streets, etc., in Monroe County, Indiana.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, BLOOMINGTON, INDIANA, AS FOLLOWS:

That Appendix A of Ordinance 86-11 is amended by the **addition** of the following **No Parking** location:

- **Production Drive, West Side**
- **Commercial Street, South Side**

SECTION 4: Any vehicle operator who is found to violate any provision of this ordinance commits a Class E Ordinance violation, and a Class D ordinance violation for each subsequent violation. The vehicle operator shall be fined in accordance with Monroe County Code Chapter 115.

SECTION III

An ordinance to amend Ordinance 86-09 regarding regulatory speed conditions for vehicular traffic on designated roads, streets, etc., in Monroe County, Indiana.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, BLOOMINGTON, INDIANA, AS FOLLOWS:

That Appendix A of Ordinance 86-09 is amended by the **deletion** of the following **35 mph** locations:

- **Rockport Road (SR 37 to Bloomington city limits)**

That Appendix A of Ordinance 86-09 is amended by the **deletion** of the following **30 mph** locations:

- **Hunters Creek Road**
- **Centennial Drive**
- **Cheryl Drive**

That Appendix A of Ordinance 86-09 is amended by the **addition** of the following **35 mph** locations:

- **Hunters Creek Road**

That Appendix A of Ordinance 86-09 is amended by the **addition** of the following **30 mph** locations:

- **Rockport Road (SR 37 to Bloomington city limits)**

That Appendix A of Ordinance 86-09 is amended by the **addition** of the following **25 mph** locations:

- **Centennial Drive**
- **Cheryl Drive**
- **Denise Drive**
- **Emma Drive**

SECTION 4: Any vehicle operator who is found to violate any provision of this ordinance commits a Class E Ordinance violation, and a Class D ordinance violation for each subsequent violation. The vehicle operator shall be fined in accordance with Monroe County Code Chapter 115.

SECTION IV

An ordinance to amend Ordinance 86-06 regarding regulatory stop conditions for vehicular traffic on designated roads, streets, etc., in Monroe County, Indiana.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, BLOOMINGTON, INDIANA, AS FOLLOWS:

That Appendix A of Ordinance 86-06 is amended by the **deletion** of the following **stop** location:

- **Guthrie Road for Chapel Hill Road**
- **Ison Road West WB for South Ison Road**

SECTION 4: Any vehicle operator who is found to violate any provision of this ordinance commits a Class E Ordinance violation, and a Class D ordinance violation for each subsequent violation. The vehicle operator shall be fined in accordance with Monroe County Code Chapter 115.

Passed and adopted by the Board of Commissioners of Monroe County, on this 1st day of June, 2021.

BOARD OF COMMISSIONERS

"YES" VOTES (AYES)

"NO" VOTES (NAYS)

JULIE THOMAS
PRESIDENT

JULIE THOMAS
PRESIDENT

PENNY GITHENS
VICE PRESIDENT

PENNY GITHENS
VICE PRESIDENT

LEE JONES

LEE JONES

ATTEST:

CATHERINE SMITH
MONROE COUNTY AUDITOR

CERTIFICATION OF PUBLICATION AND EFFECTIVE DATE

I hereby certify that the publication requirements of IC 36-2-4-8(b) have been fulfilled by the publication of this ordinance, after adoption by the Board of Commissioners, in the Herald Times (Bloomington) and the Hoosier Times (Bedford) on _____ and _____. Thus the effective date of the ordinance is _____, Catherine Smith, Monroe County 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 System Navigator Grant requires data input through out the duration of the case. Originally, we had requested \$15,000 for the term of the grant to be paid to a part time person and is currently in our part time line. The Public Defender Commission prefers for the data to be maintained by a FT staff member of our office who has closely been involved in the inception of the grant. This employee is very knowledgeable with the CHINS/TPR cases and has been working with the Commission to keep the data consistent for true and accurate testing results.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="System Navigator Grant"/>	<input type="text" value="9160-XXXXX-0000"/>	<input type="text" value="Not to exceed \$15,000"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text" value="Heather Stuffle"/>	<input type="text"/>

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

Attorney who reviewed:

Agreement for Services

This Agreement is made between Rebecca Acton ("Contractor") and Monroe County Public Defender's Office 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 provide data entry services necessary to compile results of the System Navigator Grant starting May 2022 and ending December 2023. This Agreement consisting of three (3) pages constitutes the entire agreement between Contractor and Monroe County and may be modified only in writing referencing this Agreement and signed by both parties. The following terms shall apply:

1. **Scope of Project and Price.** The Public Defender Commission has given a Grant to the Monroe County Public Defender's Office (System Navigator) and requires specific data to be compiled during the term of said Grant.

In order for case information/data to be compiled, Monroe County wishes to engage with Contractor to maintain specific data for each CHINS/TPR case from May, 2022 to December 31st, 2023 and enter into a data collection instrument per the Public Defender Commission's requirements.

Contractor shall be paid Seven Hundred and fifty dollars per month (\$750.00/month). The total amount paid to Contractor under this Agreement shall not exceed Fifteen Thousand Dollars (\$15,000.00) without further written approval by Monroe County. Contractor shall submit invoices, including the time, dates worked and a detailed description of work performed. The Public Defender's Office shall pay Contractor's submitted invoices within forty-five (45) days of receipt.

2. **Term.** The term of this, Agreement shall be commence from the date this Agreement is executed by both parties and shall terminate on December 31, 2023.

This agreement shall not be assigned, transferred or conveyed by either of the parties without the prior written consent of the other.

This Agreement may be extended by both parties if done so mutually and in writing and approved in the same manner as this Agreement. 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.

3. **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 Project, except such claims, costs or suits arising out of the negligence of Monroe County 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, 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 is aware of the Monroe County Government’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.

5. **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 the Council for any fines or expenses of any nature which it might incur from Contractor’s noncompliance. IC § 22-5-1.7. 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.

6. **Independent Contractor.** It is further understood and agreed that that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for the purposes of this Agreement.
 - a. The parties agree that Contractor is performing this work on her own, free time and is NOT performing this work under the direction of or on Monroe County property or with Monroe County equipment.

 - b. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Although Contractor is a Monroe County employee, because Contractor is an independent contractor, under this Agreement, the execution of this Agreement and any work performed herein will NOT result in overtime or compensatory pay being paid to Contractor. 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.

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

8. **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.

Signature – Rebecca Acton

Date

Signature – Michael E. Hunt

Date

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

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens, Member

Penny Githens, Member

ATTEST:

Catherine Smith, Auditor of Monroe County, Indiana