



MONROE COUNTY COMMISSIONERS

Penny Githens, President
Julie Thomas, 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, April 26, 2023, 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 GITHENS

2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER JONES

3. DEPARTMENT UPDATES

Health – Lori Kelley

Parks & Recreation – Beth Cossairt

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

5. APPROVAL OF MINUTES

April 19, 2023

6. APPROVAL OF CLAIMS DOCKET

Accounts Payable – April 26, 2023

7. REPORT(S)	12
Clerk – March 2023	
Weights and Measures - March 16 – April 15, 2023	14

8. NEW BUSINESS

A. SOLAR ENERGY SOLUTIONS SERVICE AGREEMENT	15
Fund Name: 2018 GO Bond	
Fund Number: 4811	
Amount: \$930	
Presenter: Richard Crider	

This request is to accept the proposal submitted by Solar Energy Solutions in the amount of \$930 to remove 13 solar panels from the Justice Building array. This work will create space for the roofing contractor to increase the slope around the dryer vent stack to prevent standing water.

B. NATURE'S WAY, INC LANDSCAPE PROPOSAL	21
Fund Name: County General	
Fund Number: 1000	
Amount: \$34,006.55	
Presenter: Richard Crider	

This request is to approve the proposal from Nature's Way, inc. for landscaping services at the Monroe County Courthouse, Curry Building, Health Building and Johnson Building. This proposal includes maintenance service in the amount of \$18,598.35 and seasonal flower rotation in the amount of \$15,408.20 for a combined total of \$34,006.55.

The scope of work includes Spring clean-up service, supplying and application of mulch, supplying and planting a seasonal rotation of flowers, monthly bed maintenance, fall clean-up service and leaf removal.

C. INDIANA FAMILY HEALTH COUNCIL TITLE XX/TANF AGREEMENT	29
Fund Name: TANF/Futures	
Fund Number: 8150	
Grant Amount: \$112,078	
Presenter: Lori Kelley	

This request is for approval of Title XX/TANF grant funding from the Indiana Family Health Council, Inc. to support the Futures Family Planning Clinic. The MCHD received an award letter from the Indiana Family Health Council, Inc. for signature on April 18, 2023, in the amount of \$112,078. The grant cycle is October 1, 2022, through September 30, 2023.

Monroe County Health Department has received Title X and TANF funding since 2006 to support the Futures Family Planning Clinic. These awards increase the capacity of the health department to provide crucial public health services including, but not limited to family planning, reproductive health, STI testing and treatment. Futures Clinic serves our community and utilizes health department Disease Intervention Specialists to meet the needs of patients. Over seventy-three (73%) of patients in 2020 had incomes below 150% poverty.

- D. E-IMAGE DATA MICROFILM SCANNER AGREEMENT** **57**
Fund Name: Recorder Perpetuation
Fund Number: 1189
Amount: \$8,616
Presenter: Amy Swain

We are upgrading the microfilm scanner in the archives to replace the outdated technology currently in place.

- E. PROPERTY INSIGHT BULK USER AGREEMENT** **59**
Presenter: Amy Swain

We would like to enter into a new standard Bulk User Agreement with Property Insight.

- F. DOXPOP EXITING CONTRACT ADDENDUM** **63**
Fund Name: Recorder Perpetuation
Fund Number: 1189
Amount: \$ 0.03/copy
Presenter: Amy Swain

This addendum to our existing contract allows Doxpop to provide a large number of backfiles (or records) to our new Bulk User, Property Insight, rather than taking staff time to do it. Payment for this will be deducted from the revenue received from Property Insight for the service.

- G. CENTERSTONE EASEMENT WITH DUKE ENERGY** **70**
Presenter: Jeff Cockerill

This Agreement grants an easement to Duke Energy for replacement of the transformer adjacent to the Centerstone facility. That infrastructure is being moved to allow for better parking lot configuration.

- H. UPKEEP TECHNOLOGIES, INC SERVICE AGREEMENT** **80**
Fund Name: Cumulative Capital Development
Fund Number: 1138 (software)
Amount: \$17,960 3-year term
Presenter: Angie Purdie

The attached agreement will replace a current vendor used by our Maintenance and contracted maintenance employees. This product will allow for all maintenance requests to be submitted by the individual department heads and their designee(s). It will provide real time information as to the status of requests, the initiation of a work order, and the ability to identify problematic equipment so we can determine if the equipment needs upgraded, replaced, and/or is subject warranty. This is a three-year agreement. This first year includes \$5,000 implementation fee the following 2 years will be billed at \$12,960.

I. ORDINANCE 2023-10: ROLFSEN REZONE
Presenter: Drew Myers

83

The petition site is one parcel totaling 19.341 +/- acres located in Bloomington Township at 4851 N Kinser Pike. The petitioner is proposing to amend the Zoning Map from Estate Residential 1 (RE1) to Agricultural/Rural Reserve (AG/RR). The petitioner's intention behind the rezone request is provide for the appropriate zoning designation to establish a winery on the property. The land use of "winery" is not permitted in the RE1 zoning district but is a permitted use in the AG/RR zone.

If the rezone request is approved by the County Commissioners, the petitioner intends to complete the planning process for the establishment of a winery on the property. All applicable site plan requirements for a winery as well as the special conditions outlined in Chapter 802 for the winery use must be met by the proposed change of use on the property. Typically, site plan review for winery uses is completed at staff level.

If the rezone is denied, the petitioner may continue to operate the property as a single-family residence (previous use) or may pursue any of the available uses as outlined in Chapter 833 of the Monroe County Zoning Ordinance for the RE1 zone as long as any special conditions can be met.

CHAPTER 802:

Winery. An agricultural processing plant used for the commercial purpose of processing grapes, other fruit products, or vegetables to produce wine or similar spirits. Processing includes wholesale sales, crushing, fermenting, blending, aging, storage, bottling, administrative office functions for the winery and warehousing. Retail sales and tasting facilities of wine and related promotional items may be permitted as part of the winery operations.

Permitted in the AG/RR, FR, and CR zoning districts. Subject to special condition #53.

53. Only permitted on lots 5 acres or greater in the AG/RR, CR, and FR zoning districts.

J. ORDINANCE 2023-11; NORTH PARK PUD AMENDMENT #5
Presenter: Anne Crecelius

134

This request is to amend the North Park PUD Outline Plan Amendment #5 Change to Section 8 "Street and Alternative Transportation Guidelines) to a construction area approximately 5.1 +/- acres in Sections 19, 27, and 30 in Bloomington Township, at N Curry Pike and W Hunter Valley RD.

9. APPOINTMENTS

10. ANNOUNCEMENTS

11. ADJOURNMENT



MONROE COUNTY COMMISSIONERS

Penny Githens, President
Julie Thomas, 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, April 19, 2023, at 10:00 am Nat U. Hill Meeting Room – 3rd Floor, Courthouse and Zoom Connection

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* * * * *

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1. CALL TO ORDER BY COMMISSIONER GITHENS 10:00 am

2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER GITHENS 10:00 am

3. DEPARTMENT UPDATES 10:02 am

Health – Jaimmie Ford
Probation – Christine McAfee

4. PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker) 10:13 am

Jim Shelton, Court Appointed Special Advocate (CASA) – Virtual
Susan Hingle, Women's Commission Chair, Virtual

5. APPROVAL OF MINUTES 10:18 am

April 12, 2023

Thomas made a motion to approve. Jones seconded.
Githens called for a voice vote.
Motion carried 3-0.

6. APPROVAL OF CLAIMS DOCKET 10:19 am

Accounts Payable – April 19, 2023

Payroll – April 21, 2023

Thomas made a motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

7. REPORTS 10:20 am

Treasurer's – March 2023

8. NEW BUSINESS

A. APPROVAL OF RESOLUTION 2023-08 AND SUBMISSION OF RURAL TRANSIT GRANT FOR 2024 10:20 am

Presenter: Angie Purdie and Chris Myers

This is the grant APPLICATION for year 2024. The Monroe County Board of Commissioners are the applicant for the funds and have agreed by Resolution 2023-4 to subcontract with Area 10/Rural Transit to provide the service.

The funds listed have not been awarded, but are the amounts requested from Federal and State funds. Rural Transit is requesting a minimum of \$66,000 in local match funds from Monroe County. This request will be submitted by the Board of Commissioners during the 2024 budget process. There is no capital request for 2024.

Thomas made a motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

B. HARRELL-FISH, INC. HVAC SYSTEM REPLACEMENT PROPOSAL 10:25 am

Fund Name: Cumulative Capital

Fund Number: 1138

Amount: \$19,830

Presenter: Richard Crider

Multiple HVAC units at the Curry Building require extensive repair and are no longer able to provide cooling. The age of the units paired with the scope of work required to repair them support replacement. This request is to approve the agreement with Harrell-Fish Incorporated (HFI) in the amount of \$19,830.00 to remove and replace HVAC equipment in systems 1, 10, and the Records Room. The equipment replacement includes:

System 1 - Condenser

System 10 - Condenser, Air Handler, and 10-kilowatt heat kit

Records Room - Condenser, Air Handler, and 10-kilowatt heat kit

Thomas made a motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.
Motion carried 3-0.

- C. GRABER POST BUILDINGS, INC. SERVICE AGREEMENT 10:28 am**
Fund Name (s): County General and Non-reverting
Fund Number (s): 1000, 1178 & 1179
Amount: Not to exceed \$30,500
Presenter: John Robertson

On 03-22-23, the MCPR Board approved a service agreement with Graber Post Buildings, Inc. in the amount not to exceed \$30,500.00.

Project: Karst Farm Park Caretaker's House -

Replace metal roof, wood siding, wood soffit, & gutters. (Circa 1980's).

Problems:

Wood siding/soffit is falling off and is housing mammals & avians. Wood siding/soffit will be replaced with long lasting metal. The roof is at the end of its useful life. FYI: The walk-out basement is utilized by the Karst Summer Day Camp and various athletic tournaments. Service agreement expires on October 1, 2023.

Thomas made a motion to approve. Jones seconded.
No public comment.
Githens called for a voice vote.
Motion carried 3-0.

- D. BLEDSOE RIGGERT COOPER JAMES SERVICE AGREEMENT 10:30 am**
Fund Name: 2017 GO Bond
Fund Number: 4810
Amount: Not to exceed \$36,460
Presenter: John Robertson

On 01-11-23, the Monroe County Board of Commissioners approved an agreement with BRCJ for conceptual-level design and preliminary engineering bridge report (PER) for phase 2 of the Limestone Greenway. In the original agreement (Exhibit A), BRCJ listed VS Engineering for the bridge PER. BRCJ requested a change from VS Engineering to Kurdziel Barker Bridge Engineering. Paul Satterly, County Highway Engineer, has no reservations about the change in bridge engineers.

Thomas made a motion to approve. Jones seconded.
No public comment.
Githens called for a voice vote.
Motion carried 3-0.

- E. IZZY'S RENTAL SERVICE AGREEMENT 10:32 am**
Fund Name (s): County General and Non-reverting
Fund Numbers (s): 1000, 1178, and 1179
Amount: Not to exceed \$3,000
Presenter: John Robertson

On 03-22-23, the MCPR Board approved a service agreement with Izzy's Rental in the amount not to exceed \$3,000. Services performed include port-a-toilet pumping, blue water replacement, bleach

rinsing, wiping down, stocking toilet paper, and saltwater brine in sub-freezing temperatures. Service agreement expires on April 1, 2024.

Thomas made a motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

F. COOPERATIVE AGREEMENT ON TITLE IV-E COST RECOVERY FOR PUBLIC DEFENSE EXPENSES

10:33 am

Fund Name: Title IV-E

Fund Number: 8117

Presenter: Molly Turner-King

This is a request to approve an annual Cooperative Agreement on Title IV- Cost Recovery for the Public Defense expenses in Title IV-E cases. The Agreement is between the Indiana Public Defender Commission and Monroe County. This Agreement provides for the reimbursement of costs associated with the Public Defender's representation in Child in Need of Services (CHINS) cases. This item was previously discussed during the work session on March 1, 2023.

Thomas made a motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

11. APPOINTMENTS

None

12. ANNOUNCEMENTS 10:36 am

Assistance from **FEMA** is available for Monroe County residents affected by the recent tornadoes. To apply, visit www.disasterassistance.gov or call **800.621.3362** for more information. Application submission deadline is June 14, 2023.

Absentee voting by mail deadline is April 20, 2023.

Early in person voting begins April 4, 2023, at Election Central, 302 S. Walnut St, Bloomington, IN 47404. Deadline for early voting is Noon, Monday, May 1, 2023.

DATE (M-F) *Unless otherwise noted	OPEN/CLOSE HOURS
APRIL 4 - APRIL 6	8:00 AM/6:00 PM
APRIL 10 - APRIL 14	8:00 AM/6:00 PM
APRIL 17 - APRIL 21	8:00 AM/6:00 PM
SATURDAY, APRIL 22*	9:00 AM 4:00 PM
APRIL 24 - 28	8:00 AM/6:00 PM
SATURDAY, APRIL 29*	9:00 AM 4:00 PM
MONDAY, MAY 1	8:00 AM /12:00 PM

Primary Election Day is Tuesday, May 2, 2023. Polls will be open 6:00 am – 6:00 pm.
Polling sites listed below:

Poll Name	Poll Location	Precincts Voting at Poll
The Academy	444 S Patterson Dr, Bloomington, 47403	Perry 1, 29, 30
Arlington Heights Elementary School	700 W Parrish Rd, Bloomington, 47404	Bloomington 14
Binford Elementary School	2300 E 2nd St, Bloomington, 47401	Bloomington 8; Perry 17, 20
Bloomington High School North	3901 N Kinser Pk, Bloomington, 47404	Bloomington 4,13,17
Bloomington High School South	1965 S Walnut St, Bloomington, 47401	Perry 9, 10, 12, 13, 32
Christ Community Church	503 S High St, Bloomington, 47401	Bloomington 21; Perry 7, 16
Eastview Church of the Nazarene	4545 E Lampkins Ridge Rd, Bloomington 47401	Perry 21, 26
Election Operations	302 S Walnut St, Bloomington, 47401	Bloomington 3, 7, 22,
		Perry 6, 8, 15, 31
Ellettsville Christian Church	731 Independence St, Ellettsville, 47429	BB3, Richland 1, 2, 8
Fairview Elementary School	500 W 7th St, Bloomington, 47404	Bloomington 1, 6, 20
Faith Lutheran Church	2200 S High St., Bloomington, 47401	Perry 14
Highland Park Elementary School	900 S Park Square Dr, Bloomington, 47403	Richland 9, Van Buren 2
Indiana Memorial Union University Club	900 E 7th St, Bloomington, 47405	Bloomington 5, 18, 19, 23
Jackson Creek Middle School	3980 S Sare Rd, Bloomington, 47401	Perry 11, 28
Sherwood Oaks Christian Church	2700 E Rogers Rd, Bloomington, 47401	Perry 18, 19
Summit Elementary School	1450 W Countryside Ln, Bloomington, 47403	Perry 3, 5
Tri-North Middle School	1000 W 15th St, Bloomington, 47404	Bloomington 2
University Elementary School	1000 W 15th St, Bloomington, 47404	Bloomington 2

Free COVID-19 testing available at the Monroe County Health Department, 119 W. 7th Street as well as the Monroe County Public Health Clinic located at 333 E. Miller Drive.

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

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.

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

Thursday, May 11, 10am – 3pm

Friday, May 12, 1pm – 6pm

Wednesday, June 14, 1pm – 6pm

Friday, June 16, 10am – 3pm

Thursday, July 13, 1pm – 6pm

Friday, July 14, 10am – 3pm

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 *New Trustee	Phone	email
Bean Blossom- Ronald Hutson	812.935.7174	beanblossomtrustee19@gmail.com
Benton - Michelle Bright	812.339.6593	michelleabright@gmail.com
Bloomington – *Efrat Rosser	812.336.4976	bloomingtontownship@in.gov
Clear Creek - Thelma Jefferies	812.824.7225	thelma@bluemarble.net
Indian Creek - Chris Reynolds	812.824.4981	indiancreektownship@gmail.com
Perry - Dan Combs	812.336.3713	trustee@perrytownship.info
Polk –*Scott Smith	812.837.9446	cspiek@bluemarble.net
Richland - Marty Stephens	812.876.2509	rttfrontdesk@bluemarble.net
Salt Creek - *Joan Hall	812.837.9140	jcareyhall@gmail.com
Van Buren - Rita Barrow	812.825.4490	rbarrow@vanburentownship.org
Washington – *Mary VanDeventer	812.325.1708	mvandeventertrustee@gmail.com .

13. ADJOURNMENT 10:39 am



MONROE COUNTY BOARD OF COMMISSIONERS' WORK SESSION SUMMARY

April 19, 2023

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

Members

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

Staff

Angie Purdie, Commissioners' Administrator, Present, In Person
Jeff Cockerill, Legal Counsel, Present, In Person

1. Legal – Lee Baker

Review and final decision on proposed settlement of litigation in Monroe County v Boathouse Apartments, LLC.

Thomas made a motion to approve. Jones seconded.

Public comment:

Dave Askins, B-Square Bulletin

Githens called for a voice vote.

Motion carried 3-0.

2. Commissioners

As a member of the RFQ Committee, Mr. Baker presented to the Commissioners his recollection of how the RFQ Committee conducted its business and shared his opinions regarding the email sent by the sheriff on April 3, 2023.

The Commissioners engaged in a thorough discussion of numerous topics pertaining to the CJRC Committee and the new jail facility.

Githens recommended suspending the CJRC Committee meetings until further notice. Jones seconded.

Githens called for a voice vote.

Motion carried 3-0.

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

FILED

APR 21 2023

MONTHLY REPORT MARCH 2023

Catherine Smith

Auditor Monroe County, Indiana

Charges:

1	Fees payable to the State	\$	277,283.15
	JC - Reimbursements	\$	-
	FSSA Support		
2	Fees payable to the county	\$	76,856.61
3	Bank Discrepancy	\$	7,879.23
4	Trust Funds (Bonds/Other)	\$	1,484,380.01
5	Trust, Refunds		
6	Trust, Judgment Collections	\$	15,012.02
	ISETS Child Support Collections	\$	9,596.82
	Interest-bearing Accounts Payables	\$	1,489.33
	Cash on Hand	\$	1,500.00
7	Total Charges	\$	<u>1,873,997.17</u>

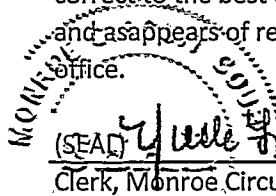
Credits

8	Certificate of deposit		
9	Certificate of deposit		
10	Certificate of deposit		
11	Monroe County Bank Account	\$	1,861,411.02
	Monroe Bank Account - Ledger		
	Old Judgment Collections		
	ISETS Child Support	\$	9,596.82
	Interest-Bearing Saving Account	\$	1,489.33
12	Subtotal: Daily Balance Record (Lines 8-11)		
13	ISETS Monthly Clerk's Support Record	\$	-
14	Total Depository Balances as shown by Records	\$	<u>1,872,497.17</u>
15	Investments on Hand at the close of business	\$	-
16	Cash in office at the close of business	\$	1,500.00
17	Total	\$	-
18	Cash Short		
19	Cash Long		
20	PROOF (Line 7)	\$	<u>1,873,997.17</u>

21	Balance in All Depositories	\$	1,983,064.42
22	Deduct: Outstanding Checks	\$	(136,068.59)

23	Net Depository Balance		
24	Deposits in Transit	\$	22,737.09
25	Bank Fees	\$	100.00
26	Interest		(\$8.72)
27	Miscellaneous Adjustments (explain fully)	\$	1,479.97
28	Participant recoupments	\$	1,130.00
29	Agency recoupments	\$	63.00
30	Balance in all Depositories (line 14)	\$	1,872,497.17
31	PROOF	\$	1,872,497.17

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



 (SEAL) Julie Lynn Browne

 Clerk, Monroe Circuit Court

SETS Over \$406.20	-406.20
Adjustment for CC & ACH items in transit	7,843.38
Credit Card deposited in Bank	-5,771.21
ACH ST of IN Payables	-453.00
State dated/reissued checks cashed	267.00
Return Bank Fees	-
Other Adjustments	
Total Misc Adjustments	1,479.97

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



WEIGHTS AND MEASURES MONTHLY REPORT

State Form 44100

FILLED

APR 21 2023



Inspector: Scott A Sowder *Scott A Sowder*

Auditor Monroe County, Indiana

INSPECTION ACTIVITIES	Correct	Rejected	Confiscated	TOTAL
SCALES				
Vehicle - State Police				
Vehicle - State Inspection				
Vehicle - City or County				
Railroad Scales				
Belt Conveyor Scales				
Livestock Scales				
Portable & Dornant Scales	12	2		14
Hopper Scales				
Compiling Scales	21	3		24
Suspension Scales				
Prescription Scales	5			5
Gram Scales				
Non-Commercial Scales	3	1		4
MEASURING DEVICES				
LP Gas Meters				
CNG Meters				
Vehicle Truck Meters				
Gasoline, Kerosene, Diesel Tests	35	4		39
High Flow Diesel Tests				
Mass Flow Meters				
Taxi Meters				
Timing Devices				
CALIBRATIONS AND TESTS				
Commercial Weights				
Prescription Weights	41			41
Wheel Weighers				
Test Weights				
Liquid Measures				
Linear Measures				
Miscellaneous				
OTHER ACTIVITIES				
Packages Checked	116			116
Packages Controlled	483	2		485
LP Gas Cylinders				
Octane samples				
Measurgraphs				
Misc. Determinations				
GRAND TOTAL	233	10		243

Indiana Division of Weights & Measures

2525 N Shadeland Ave Ste D3, Indianapolis, IN 46219

Office: (317) 356-7078 * Fax: (317) 351-2878

www.in.gov

Date: 16-Mar to 15-Apr 2023

NARRATIVE

(Explain Miscellaneous Tests and Activities)

Small Scales

I completed the majority of my small scales this month. These are my "smaller" scale stops so what I lack in numbers for the month I definitely made up for in drive time. I have just a few of my spring scale stops left to be completed. I should be able to complete those this month.

Farmers Market

I have sent out my annual inspection packet to the farmers market vendors this month. This includes: legal for trade scale info, method of sale info, calculating tare weight, and general farmer's market Weights and Measures regulations. I have had a couple of vendors bring their scales in for inspection and should have more in the upcoming month. The rest I will inspect starting sometime in late May at the markets.

Fuel Dispensers

I was able to complete a couple of gas stations when it was warm this month. I hope the weather holds in the April-May timeframe so I can complete a decent amount. Hopefully there will be few issues found this season.

Package Inspection.

I was able to complete some package checking this month. We have had some policy changes come down from the State Division of Weights and Measures on how products are to be sold from the service counter so I will be monitoring this pretty closely in the next few months.



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 request is to accept the proposal submitted by Solar Energy Solutions in the amount of \$930 to remove 13 solar panels from the Justice Building array. This work will create space for the roofing contractor to increase the slope around the dryer vent stack to prevent standing water.

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:

ADDENDUM TO Solar Energy Solutions AGREEMENT

1. **Worker's Compensation.** Solar Energy Solutions ("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.

6. **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.
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.

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

Solar Energy Solutions
"Contractor"

Board of Commissioners of Monroe County
"Board"

by

Date _____

ATTEST: _____, 2023

Catherine Smith, Auditor



Proposal: Partial removal of a roof mounted solar PV system

Client: Monroe County, IN

Project Location: 301 N College Ave, Bloomington, IN 47404

Prepared by: River Fuchs, Sales Manager

Email address: river@sesre.com

Phone: (859) 270-7448

Date: 4/20/2023



Solar Removal Proposal

Business Name: Solar Energy Solutions LLC

Business Location (HQ): 1038 Brentwood Court, Suite B Lexington, Kentucky 40511

Contact: River Fuchs, Sales Manager

Phone No: (859) 270-7448 (mobile), (877) 312-7456 (office)

Email: river@sesre.com

Solar Energy Solutions

Solar Energy Solutions (SES) was founded in 2006 and is focused solely on solar PV and battery storage projects, having executed over 2,250 installs in the past 15+ years. SES's headquarters are in Lexington Kentucky with SES being Kentucky, S. Indiana and S. Ohio's oldest and most experienced solar engineering, procurement and construction (EPC) business. SES operates in 6 states with a focus on Kentucky, Indiana and Ohio and it maintains offices in Lexington KY, Louisville, KY, Cincinnati OH, and Indianapolis, IN.

SES has partnered with many of the region's most significant institutional and commercial customers including Bloomington City and Monroe County, IN (4 projects), the National Guard (34 projects), US Air Force, University of Louisville, University of Kentucky, Louisville Metro, Humana, Toyota, Brookfield Properties (2 malls), Centre College and Bartholomew Consolidated School Corporation (Columbus, IN). Array sizes range from 2 kW up to 1.25 MW

SES is in addition the leading regional holder of national NABCEP solar training qualifications and Master and Journeyman electrical certifications. Further, SES is recognized by both Tesla, SunPower and LG as a Certified Professional Installer.



Solar Energy Solutions & Monroe County

DRAFT SCOPE OF SERVICES (4/20/2023)

De-installation of 13 Existing Solar PV Modules for Client's Roof Repair

- Removal of 13 existing solar PV modules, including disconnecting PV output wires between each module, detaching modules from existing attachments, and storing modules on-site at a specific location to be determined with client.
- Warranty: SES warrants its direct work for a period of three years.
- Pricing Breakdown:
 - 13 solar PV modules on flat, multi-story roof):
8 man-hours to remove and store subarray on-site, 2 man-hours for travel from our Indianapolis office billed at \$93/man-hour

TOTAL COST (TAX EXEMPT)

\$930.00

Client Signature/Date:_____

SES Signature/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 request is to approve the proposal from Nature's Way, inc. for landscaping services at the Monroe County Courthouse, Curry Building, Health Building and Johnson Building. This proposal includes maintenance service in the amount of \$18,598.35 and seasonal flower rotation in the amount of \$15,408.20 for a combined total of \$34,006.55.

The scope of work includes: Spring clean-up service, supplying and application of mulch, supplying and planting a seasonal rotation of flowers, monthly bed maintenance, fall clean-up service and leaf removal.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="County General"/>	<input type="text" value="1000"/>	<input type="text" value="\$34,006.55"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text" value="Richard Crider"/>	<input type="text"/>

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

Attorney who reviewed:

ADDENDUM TO Nature's Way, inc. AGREEMENT

1. **Worker's Compensation.** Nature's Way, inc. ("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.

6. **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.
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.

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

Nature's Way, inc.
"Contractor"

Board of Commissioners of Monroe County
"Board"

by

Date _____

ATTEST: _____, 2023

Catherine Smith, Auditor

Nature's Way, inc.

P.O. Box 6896
7330 N. Wayport Rd.
Bloomington, IN 47407
Phone: (812) 876-7888

QUOTE

Date: 04/14/2023
Quote #: 223011

Submitted To: MON105
MONROE COUNTY GOV.
100 W. KIRKWOOD SUITE 100
ATTN: RICHARD CRIDER
BLOOMINGTON, IN 47401

Location:
MONROE COUNTY GOV.
100 W. KIRKWOOD SUITE 100
BLOOMINGTON, IN 47401

2023 EXTERIOR MAINTENANCE FOR SERVICES AS PROPOSED

NOTE: These are considered "No Chemical"/No Spray" properties.

Item	Quantity	U/M	Materials	Unit Price	Ext. Price
			MONROE COUNTY COURTHOUSE: 100 W. KIRKWOOD		
	1.000	EA	SPRING CLEAN-UP (SERVICES TO INCLUDE WEEDING, PRUNING (NOT INCLUDING TREES), DEADHEADING, AND GENERAL BED MAINTENANCE)	1650.000	\$1,650.00
			REMULCH BEDS W/ 25 CY BLACK MULCH		
	1.000	APP	Mulch Material	1248.750	\$1,248.75
	1.000	EA	Mulch Labor	937.500	\$937.50
	7.000	EA	MONTHLY BED MAINTENANCE (SERVICE TO INCLUDE WEEDING, DEAD-HEADING PERRENNIALS, AND PRUNING WHERE APPLICABLE)	925.000	\$6,475.00
	1.000	EA	FALL BED CLEAN-UP (SERVICE TO INCLUDE CUTTING BACK ALL PERENNIALS AND CLEARING BEDS OF SPENT ANNUALS/DEBRIS)	2800.000	\$2,800.00
	1.000	EA	FALL LEAF REMOVAL - BEDS AND TURF	1200.000	\$1,200.00
			119 W. 7TH STREET - HEALTH SERVICES BUILDING		
	1.000	EA	SPRING CLEAN-UP (SERVICES TO INCLUDE WEEDING, PRUNING (NOT INCLUDING TREES), DEADHEADING, AND GENERAL BED MAINTENANCE)	300.000	\$300.00
			REMLUCH BEDS W/ 5 CY BLACK MULCH		
	1.000	EA	Mulch Material	249.750	\$249.75
	1.000	EA	Mulch Labor	187.500	\$187.50
	7.000	EA	MONTHLY BED MAINTENANCE (SERVICE TO INCLUDE WEEDING, DEAD-HEADING PERRENNIALS, AND PRUNING WHERE APPLICABLE)	137.500	\$962.50
	1.000	EA	FALL BED CLEAN-UP (SERVICE TO INCLUDE	500.000	\$500.00

Continued. . .

Nature's Way, inc.

P.O. Box 6896
7330 N. Wayport Rd.
Bloomington, IN 47407
Phone: (812) 876-7888

QUOTE

Date: 04/14/2023
Quote #: 223011

Page: 2

Submitted To: MON105
MONROE COUNTY GOV.
100 W. KIRKWOOD SUITE 100
ATTN: RICHARD CRIDER
BLOOMINGTON, IN 47401

Location:
MONROE COUNTY GOV.
100 W. KIRKWOOD SUITE 100
BLOOMINGTON, IN 47401

Item	Quantity	U/M	Materials	Unit Price	Ext. Price
			CUTTING BACK ALL PERENNIALS AND CLEARING BEDS OF SPENT ANNUALS/DEBRIS)		
	1.000	EA	FALL LEAF REMOVAL - BEDS AND TURF	225.000	\$225.00
			304 N. MORTON - PUBLIC DEFFENDER (RAISED PLANTER BED ONLY)		
	1.000	EA	SPRING CLEAN-UP (SERVICE TO INCLUDE WEEDING AND BED PREP)	100.000	\$100.00
			REMULCH BEDS W/ 1 CY BLACK MULCH		
	1.000	APP	Mulch Material	49.950	\$49.95
	1.000	EA	Mulch Labor	37.500	\$37.50
	7.000	EA	MONTHLY BED MAINTENANCE (SERVICE TO INCLUDE WEEDING AND DEADHEADING WHERE NECESSARY)	50.000	\$350.00
	1.000	EA	FALL BED CLEAN-UP (SERVICE TO INCLUDE CUTTING BACK ALL PERENNIALS AND CLEARING BEDS OF SPENT ANNUALS/DEBRIS)	100.000	\$100.00
			405 W. 7TH STREET - COMMUNITY CORRECTIONS		
	1.000	EA	SPRING CLEAN-UP (SERVICE TO INCLUDE WEEDING AND BED PREP)	125.000	\$125.00
			REMULCH BEDS W/ 2CY BLACK MULCH		
	1.000	APP	Mulch Material	99.900	\$99.90
	1.000	EA	Mulch Labor	75.000	\$75.00
	7.000	EA	MONTHLY BED MAINTENANCE (SERVICE TO INCLUDE WEEDING AND DEADHEADING WHERE NECESSARY)	100.000	\$700.00
	1.000	EA	FALL BED CLEAN-UP (SERVICE TO INCLUDE CUTTING BACK PERENNIALS AND LEAF REMOVAL OF BED SPACE)	225.000	\$225.00

Continued. . .

Nature's Way, inc.

P.O. Box 6896
7330 N. Wayport Rd.
Bloomington, IN 47407
Phone: (812) 876-7888

QUOTE

Date:	04/14/2023
Quote #:	223011

Page: 3

Submitted To: MON105
MONROE COUNTY GOV.
100 W. KIRKWOOD SUITE 100
ATTN: RICHARD CRIDER
BLOOMINGTON, IN 47401

Location:
MONROE COUNTY GOV.
100 W. KIRKWOOD SUITE 100
BLOOMINGTON, IN 47401

Item	Quantity	U/M	Materials	Unit Price	Ext. Price
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Monthly itemized invoice for services performed. Payment is due within 30 days from receipt of invoice. A monthly finance charge of 2% may be applied after 30 days. Sign and return 1 copy of this contract.

Non Taxable: \$16,950.00
Taxable: \$1,648.35
Tax: EXEMPT
Total Due: \$18,598.35

Customer

Date

Zachary R. Young

Nature's Way, inc.

P.O. Box 6896
7330 N. Wayport Rd.
Bloomington, IN 47407
Phone: (812) 876-7888

QUOTE

Date: 04/14/2023
Quote #: 223012

Submitted To: MON105
MONROE COUNTY GOV.
100 W. KIRKWOOD SUITE 100
ATTN: RICHARD CRIDER
BLOOMINGTON, IN 47401

Location:
MONROE COUNTY GOV.
100 W. KIRKWOOD SUITE 100
BLOOMINGTON, IN 47401

2023 EXTERIOR SEASONAL COLOR ROTATIONS AS PROPOSED

Item	Quantity	U/M	Materials	Unit Price	Ext. Price
			304 N. MORTON - PUBLIC DEFENDER (RAISED PLANTED BED ONLY)		
			SUMMER ANNUALS:		
	6.000	EA	PURPLE FOUNTAIN GRASSES 4.5"	5.650	\$33.90
	30.000	EA	BLUE "MISTY" SALVIA 4.5"	5.650	\$169.50
	1.000	EA	LABOR	126.000	\$126.00
			FALL PANSIES:		
	30.000	EA	PANSY DELTA 6"	6.000	\$180.00
	1.000	EA	LABOR	126.000	\$126.00
			119 W. 7TH STREET - HEALTH SERVICES BUILDING		
			SUMMER ANNUALS:		
	30.000	EA	BOUNCE/BIG IMPATIENS "CHERRY" 6" (TO BE PLANTED ON NORTH FACING BED)	9.950	\$298.50
	24.000	EA	DRAGONWING RED BEGONIA 6"	9.950	\$238.80
	1.000	EA	LABOR	189.000	\$189.00
			FALL PANSIES:		
	24.000	EA	PANSY DELTA 6"	6.000	\$144.00
	1.000	EA	LABOR	87.500	\$87.50
			100 W. KIRKWOOD - MONROE COUNTY COURTHOUSE		
			SUMMER ANNUALS:		
	200.000	EA	DRAGONWING RED BEGONIA 6"	9.950	\$1,990.00
	200.000	EA	SALVIA "MISTY" BLUE 6"	9.950	\$1,990.00

Continued. . .

Nature's Way, inc.

P.O. Box 6896
7330 N. Wayport Rd.
Bloomington, IN 47407
Phone: (812) 876-7888

QUOTE

Date: 04/14/2023
Quote #: 223012

Page: 2

Submitted To: MON105
MONROE COUNTY GOV.
100 W. KIRKWOOD SUITE 100
ATTN: RICHARD CRIDER
BLOOMINGTON, IN 47401

Location:
MONROE COUNTY GOV.
100 W. KIRKWOOD SUITE 100
BLOOMINGTON, IN 47401

Item	Quantity	U/M	Materials	Unit Price	Ext. Price
	300.000	EA	LANTANA RED (HOT BLOODED) 6'	9.950	\$2,985.00
	1.000	EA	LABOR	2100.000	\$2,100.00
			FALL PANSIES:		
	500.000	EA	PANSY DELTA 6"	6.000	\$3,000.00
	1.000	EA	LABOR	1750.000	\$1,750.00

Monthly itemized invoice for services performed. Payment is due within 30 days from receipt of invoice. A monthly finance charge of 2% may be applied after 30 days. Sign and return 1 copy of this contract.

Non Taxable: \$4,558.50
Taxable: \$10,849.70
Tax: EXEMPT
Total Due: \$15,408.20

Customer

Date

Zachary R. Young



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 request is for approval of Title XX/TANF grant funding from the Indiana Family Health Council, Inc. to support the Futures Family Planning Clinic. The MCHD received an award letter from the Indiana Family Health Council, Inc. for signature on April 18, 2023 in the amount of \$112,078. The grant cycle is October 1, 2022 through September 30, 2023.

Monroe County Health Department has received Title X and TANF funding since 2006 to support the Futures Family Planning Clinic. These awards increase the capacity of the health department to provide crucial public health services including, but not limited to family planning, reproductive health, STI testing and treatment. Futures Clinic serves our community and utilizes health department Disease Intervention Specialists to meet the needs of patients. Over seventy-three (73%) of patients in 2020 had incomes below 150% poverty.

Fund Name(s):

TANF/FUTURES

Fund Number(s):

8150-9623

Amount(s)

\$112,078

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

LORI KELLEY

Phone Number(s)

(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 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 AND to the Commissioner's Office e-mail: Commissionersoffice@co.monroe.in.us

AGREEMENT FOR SERVICES

This Agreement for Services is entered into by **Indiana Family Health Council, Inc.**, 2960 N. Meridian St, Suite, 230 Indianapolis, IN 46208 (hereinafter “**I.F.H.C.**”) and **Monroe County Health Department**, 119 W. 7th Street, Bloomington, IN 47404 (hereinafter “**Sub-Recipient**”) in recognition of their mutual desire to provide quality family planning services in the State of Indiana.

RECITALS

I.F.H.C. manages a program entitled “Indiana Family Planning Partnership” (hereinafter “the Partnership”) under the Title XX (Federal CFDA Number 93.667) and/or TANF (Federal CFDA Number 93.558) grants from the Indiana Department of Health (hereinafter “**I.D.O.H.**”). **Sub-Recipient** desires to participate in the Partnership by conducting a Family Planning Service Project (hereinafter the “Project”), subject to the terms and condition of this Agreement for Services (hereinafter “Agreement”). In accepting this funding, the **Sub-Recipient** stipulates any activities thereunder are subject to all provisions of 42 CFR Part 59 Subpart A currently in effect or implemented during the period of this Agreement.

AGREEMENT

WHEREFORE, **I.F.H.C** and **Sub-Recipient**, in consideration of the mutual representations, warranties, covenants, and other undertakings contained herein, agree as follows:

I.

Term

The Term of this Agreement shall be from **October 1, 2022 to September 30, 2023**, unless terminated as hereafter provided.

II.

Description and Scope of Services **To Be Provided By Sub-Recipient**

2.1 **Sub-Recipient** must provide family planning services to a minimum of 720 unduplicated patients based on the contract period. In the event that the minimum number of unduplicated patients is achieved prior to the end of the Agreement year, **Sub-Recipient** must continue providing Title X services through the end of the Term in order for expenditures against the Title X program to be allowable.

2.2 **Sub-Recipient** shall meet the following performance measures for each clinical site:

- (a) 40% of unduplicated patients will receive a minimum of one (1) HIV test,
- (b) 80% of unduplicated women under the age of 25 will be tested for Chlamydia,
- (c) 50% of individuals with a positive pregnancy test will be tested for syphilis,
- (d) increase the number of telehealth visits by 2%.
- (e) provide outreach and education opportunities in the community a minimum of two times each quarter, including open house opportunities.
- (f) **Sub-Recipient** shall have the Client Visit Record (CVR) accurately entered into the **I.F.H.C.** centralized data system no later than fifteen (15) days after the end of the month.
- (g) **Sub-Recipient** will demonstrate cost-effectiveness by maintaining an average cost of \$268 based on **I.F.H.C. contracted** funding amount per unduplicated client during the period covered by this Agreement.

2.3 **Sub-Recipient** will implement, manage, and conduct the Project under this Agreement according to the following terms and conditions:

- (a) **Sub-Recipient's** development and management of the Project will conform with all applicable federal, state, and local laws, rules and regulations, as and if amended (hereinafter "Applicable Law"), including without limitation all regulations promulgated and/or amended by the

Department of Health and Human Services under the Public Health Service Act, 42 §300, et. seq. (hereafter “the Act and D.H.H.S. Regulations”) and be enrolled as a Medicaid provider.

- (b) **Sub-Recipient** shall ensure all Project staff shall receive the required and necessary Title X training, including the updated Title X Orientation when released, and provide evidence of completed training upon request, including but not limited to human trafficking, child abuse reporting laws; and resisting coercion. At a minimum, the following trainings must be completed at its assigned period:

	Clinical Staff	Non-Clinical Staff
Title X Orientation – At Hire	Yes	Yes
Introduction to Family Planning – At Hire	Yes	No
Title X Clinical Training– At Hire	Yes	No
Title X Financial Orientation	No	Yes
Mandatory Reporting – At Hire and Annually	Yes	Yes
Family participation and sexual coercion (for adolescents) – At Hire	Yes	Yes
Human Trafficking – At Hire and Annually	Yes	Yes
Cultural Competency – At Hire and annually	Yes	Yes
Pregnancy Options Counseling and Education – At Hire	Yes	No
HIPAA and client confidentiality –At Hire	Yes	Yes
Non-Discrimination – At Hire	Yes	Yes
Emergency and disaster response and staffs’ roles – Annually	Yes	Yes
IFHC HIV Training—At Hire	Yes	No
Trauma-Informed Care—At Hire and annually	Yes	Yes
340B Rules and Regulations—At hire and annually	Yes	Yes
Equity and inclusion training—At hire and annually	Yes	Yes

- (c) **Sub-Recipient** shall provide counseling and education on natural family planning methods when requested.
- (d) **Sub-Recipient** shall enroll and comply with all 340B program requirements. **Sub-Recipient** may be subject to an audit by HRSA at any time. Program requirements are available at <https://www.hrsa.gov/opa/program-requirements/index.html> .
- (e) **Sub-Recipient** shall provide basic medical services for basic infertility services.

- (f) **Sub-Recipient** shall provide basic medical services for the diagnosis and treatment of infertility.
- (g) **Sub-Recipient** shall provide medical and contraceptive services for adolescents, including abstinence and LARCs without requiring parental consent.
- (h) **Sub-Recipient** shall provide sterilization in compliance with 42 C.F.R. Part 50, Subpart B (Sterilization of Persons in Federally Assisted Family Planning Programs) and D.H.H.S. Regulations.
- (i) **Sub-Recipient** shall provide services strictly on a voluntary basis, without coercion. Services shall not be denied on the basis of refusal to accept additional services or participate in research or other activities.
- (j) **Sub-Recipient** shall provide all services in a manner which provides respect for the individual's privacy and dignity.
- (k) **Sub-Recipient** shall provide services without regard to religion, race, color, national origin, disability, age, sex, sexual orientation, gender identity, sex characteristics, number of pregnancies, ability to pay, or marital status, and without the imposition of durational residence or referral requirements.
- (l) **Sub-Recipient** shall ensure all persons' freedom of choice of contraceptive methods as long as there are no medical contraindications to the method selected, and take all steps necessary to secure sufficient informed consent from all patients.
- (m) **Sub-Recipient** shall ensure that priority in the provision of services will be given to persons from low-income families and that no charge will be made for services provided to any person from a low-income family, except to the extent that payment is made by a third-party which is authorized to or is under a legal obligation to pay such charge. For purposes of this Agreement, "low-income family" is defined as a social unit comprised of one or more individuals living together as a household whose total annual income does not exceed one hundred percent (100%) of the current Income Poverty Guidelines, issued pursuant to 42 U.S.C.

§9902(2), unless otherwise defined by applicable D.H.H.S. Regulations. Any charge made for services hereunder shall be made in compliance with D.H.H.S. Regulations and the **I.F.H.C.** Policy on Patient Fee Charges, as submitted by **I.F.H.C.**, and approved by D.H.H.S., in connection with the D.H.H.S. Grant.

- (n) **Sub-Recipient** shall make reasonable efforts to collect charges without jeopardizing client confidentiality. **Sub-Recipient** shall diligently pursue payment, without application of any discounts, from all third-party payers which are authorized or under a legal obligation to reimburse **Sub-Recipient** for services rendered. **Sub-Recipient** must inform the client of any potential for disclosure of their confidential health information to policyholders where the policyholder is someone other than the client. **Sub-Recipient** shall submit medical claims for, without jeopardizing confidentiality, and diligently pursue payment, without application of any discounts, from all third-party payers which are authorized or under a legal obligation to reimburse **Sub-Recipient** for services rendered. **Sub-Recipient** must inform the client of any potential for disclosure of their confidential health information to policyholders where the policyholder is someone other than the client.
- (o) **Sub-Recipient** shall conduct the Project and provide medical services related to family planning in compliance with Applicable Law, including without limitation the Act and all D.H.H.S. Regulations, applicable D.H.H.S. policies, procedures, conditions, and standards, as amended from time to time; and all **I.F.H.C.** policies, standards and guidelines, including, but not limited to the following: Program Guidelines as set out in the Title X statute and implementing regulations (42 CFR part 59, subpart A), and in other applicable Federal statutes, regulations, and policies; 2 CFR 200 and 45 CFR Part 75, as applicable; and “I.F.H.C. Administrative Manual - Policies and Procedures for Sub-Recipient Agencies”, all as amended from time to time. In addition, **Sub-Recipient**’s Project shall conform to **I.F.H.C.**’s Medical Standards

(hereinafter the “Medical Standards”) and the provision of services as outlined in **Sub-Recipient**’s funding application and budget approved by **I.F.H.C.**

- (p) **Sub-Recipient** shall provide family planning medical services:
 - (i) In person or via telehealth,
 - (ii) That will be performed under the direction of a clinical services provider, with services offered within their scope of practice and allowable under state law, and with special training or experience in family planning
 - (iii) In compliance with all state practice standards quality family planning standards.
- (q) **Sub-Recipient** shall provide services to all patients as outlined below and detailed in the Title X program, as set out in the Title X statute and implementing regulations (42 CFR part 59, subpart A), and in other applicable Federal statutes, regulations, and policies, as amended from time to time:
 - (i) Provide and make available written protocols, as approved by **Sub-Recipient**’s Medical Director and **I.F.H.C.** at each service site, or when requested;
 - (ii) Provide written plans and procedures for medical and non-medical emergencies;
 - (iii) Provide referrals under a written referral policy;
 - (iv) Provide appropriate education and counseling; and maintain informed consent procedures, in conformity with Applicable Law;
 - (v) Obtain a comprehensive patient history on all clients including, without limitation, information concerning: allergies; immunizations; use of prescription and other drugs, use of tobacco, recreational drugs, and alcohol; significant hospitalizations; surgery and illness; family history; reproductive history; and sexual history;

- (vi) Perform a general physical examination after age 21 for female clients, as deemed appropriate by their clinician with shared decision making with the client;
- (vii) Offer male clients who are requesting temporary contraception preventative services, including, but not limited to: height, weight, blood pressure, and genital exam, if indicated;
- (viii) Perform lab tests as required by the Medical Standards including: hemoglobin, pap smear, gonorrhea and chlamydia test, syphilis test, urine dipstick, HIV test, pregnancy test, and wet mount;
- (ix) Establish procedures for client notification;
- (x) Provide a broad range of acceptable and effective medically approved family planning methods (including natural family planning methods)
- (xi) Provide pregnancy testing and counseling. A pregnant client shall be offered the opportunity to be provided information and counseling regarding each of the following options: prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination. *If requested* to provide such information and counseling, provide neutral, factual information and nondirective counseling on each of the options, and referral upon request, except with respect to any option(s) about which the pregnant client indicates they do not wish to receive such information and counseling.
- (xii) Provide adolescent services and counseling, including encouraging family participation in the decision of seeking family planning services, and counseling on how to resist attempts to coerce minors into engaging in sexual activities; and,
- (xiii) Comply with state and local reporting requirements for sexually transmitted diseases, child abuse, child molestation, sexual abuse, rape or incest, and/or human trafficking;
- (xiv) Provide at least Level I infertility services directly, and Levels II and III infertility services by referral.

- (r) **Sub-Recipient** shall provide social services related to family planning, including counseling and referral to other social and medical service agencies, and any ancillary services which may be necessary to facilitate clinic attendance. **Sub-Recipient** shall address the health care needs of clients through formal (MOU/LOA) and robust linkages, and/or be integrated with comprehensive primary care providers.
- (s) **Sub-Recipient** shall provide informational and educational programs designed to achieve community understanding of the objectives of the Project, to inform the community of the availability of services and to promote continuing participation in the Project by persons to whom family planning services may be beneficial. All informational or educational material developed by **Sub-Recipient** for use in connection with the Project shall be reviewed and approved by an Information and Education Committee established by **Sub-Recipient** in accordance with D.H.H.S. Regulations.
- (t) **Sub-Recipient** shall provide suitable and customary orientation and in-service training for all Project personnel.
- (u) **Sub-Recipient** shall maintain a quality assurance system which allows for program development and evaluation and includes required participation in I.F.H.C.'s quality assurance program. **Sub-Recipient** must provide a high standard of care that conforms with standards of practice as established by D.H.H.S. and I.F.H.C., through the employment of qualified personnel, the provision of safe, effective services which meet the needs of the community, and on-going monitoring and evaluation of services.
- (v) **Sub-Recipient** shall provide, to the maximum extent feasible, an opportunity for participation in the development, implementation and evaluation of the Project by persons broadly representative of all significant elements of the population to be served, and by others in the community knowledgeable about such needs.

- (w) **Sub-Recipient** shall maintain confidentiality and security of patient records at all times in compliance with the Health Information Portability and Accountability Act of 1996 and its implementing regulations (45 CFR Parts 160-164) as amended from time to time, (hereinafter collectively “HIPAA”); and the Addendum to this Agreement. All information obtained by **Sub-Recipient** or its personnel about individuals receiving services shall be held confidential and shall not be disclosed without consent of such individual, except that such information may be disclosed in summary, statistical or other form which fully complies with HIPAA and does not identify particular individuals. **Sub-Recipient** specifically affirms and agrees that persons from low-income families will not be charged any fee for retrieval and copies of their respective medical records, and that medical records will be released to patients promptly upon presentation of a written authorization as provided by Indiana law. **Sub-Recipient** acknowledges that the provisions of this paragraph (v) survive the termination of the Agreement.
- (x) **Sub-Recipient** should incorporate substance abuse disorder screening and referral when appropriate to help reduce adverse pregnancy-related outcomes and improve individuals’ reproductive health generally.

2.4 **Sub-Recipient** shall not provide abortion as a method of family planning. Active involvement by staff in the provision of abortion; counseling which directs a client to reach a decision to terminate her pregnancy; making appointments; obtaining the signed consent form; providing transportation; or assisting clients in obtaining an abortion. Staff shall sign acknowledgment statements to demonstrate anyone who coerces or endeavors to coerce any person to undergo an abortion or sterilization procedure by threatening such person with the loss of, or disqualification for the receipt of, any benefit or service under a program receiving Federal financial assistance shall be fined not more than \$1,000 or imprisoned for not more than one year, or both.

2.5 **Sub-Recipient** shall not consider a family's economic status or ability to pay for services when determining an individual's eligibility for services provided under the Project.

2.6 **Sub-Recipient** Title X project shall be recognized so it is financially separate from activities which are prohibited under Section 1008 of the act.

Financial separation is required to ensure Title X funds are not used for non-Title X services. Evidence of financial separation includes, but is not limited to:

- (a) Utilization of accounting system that includes a separate cost center and budget for the Title X project that allows for the tracking and validation of costs charged to the Title X grant;
- (b) Preparation of monthly financial statements by cost center;
- (c) Detailed transaction reporting in the General Ledger for direct expenses related to service delivery including, but not limited to items such as travel, purchased labs, contraceptives, etc.; and,
- (d) Existence of separate encounters for services that are outside the scope of Title X with clear allocations to separate cost centers. **I.F.H.C** requires reasonable allocation methods in **Sub-Recipient's** financial accounting policies and those policies must be reviewed on a routine basis for accuracy and consistency.

2.7 To ensure affordability of services rendered, Sub-Recipient Title X project shall have a process to determine the reasonable cost of providing services in order to establish service charges to recover the reasonable cost of providing Title X services. In accordance with 45 CFR § 75.404, Sub-Recipient Title X project shall consider the following when establishing service charges:

- (a) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the non-Federal entity or the proper and efficient performance of the Federal award.
- (b) The restraints or requirements imposed by such factors as: Sound business practices; arm's-length bargaining; Federal, state, local, tribal, and other laws and regulations; and terms and conditions of the Federal award.
- (c) Market prices for comparable goods or services for the geographic area.
- (d) Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the non-Federal entity,

its employees, where applicable its students or membership, the public at large, and the Federal Government.

- (e) Whether the non-Federal entity significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the Federal award's cost.

III.

Description and Scope of Services

To Be Provided by I.F.H.C.

3.1 **I.F.H.C.** shall advise **Sub-Recipient** of all pertinent changes in Applicable Law and guidelines which relate to the development or implementation of the Project. However, a failure or delay in notifying **Sub-Recipient** of such changes will not relieve **Sub-Recipient** of the responsibilities described in this Agreement.

3.2 **I.F.H.C.** shall monitor programmatic and fiscal operations of the **Sub-Recipient** and may require changes to be implemented by the **Sub-Recipient** based on its findings.

3.3 Based on information obtained as a result of **I.F.H.C.** program staff contact with **Sub-Recipient**, including site visits, chart audits, and review of cost and patient data, **I.F.H.C.** may recommend appropriate technical assistance and/or training. If requested, **I.F.H.C.** shall recommend and/or provide appropriate technical assistance and/or training.

3.4 **I.F.H.C.** staff shall be available to **Sub-Recipient** on an ongoing basis to discuss policy and other questions.

IV.

Financial

4.1 The total amount of Title XX (Federal CFDA Number 93.667) and/or TANF (Federal CFDA Number 93.558) funds paid to **Sub-Recipient** by **I.F.H.C.** under this Agreement shall not exceed **One Hundred Twelve Thousand, Seventy-Eight**

Dollars (\$ 112,078). 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. **Sub-Recipient** shall provide I.F.H.C. an itemized budget for each of the approved service sites in the following counties within forty-five (45) days of receipt of contracts: Monroe County:

Contract Period : 10/01/2022 – 09/30/23	
Title XX	Total Contract Amount
Amount of Allocation for This Grant Period	\$ 0.00
TANF	Total Contract Amount
Amount of Allocation for This Grant Period	\$ 112,078
Combined Totals of Title XX/TANF	\$ 112,078

4.2 **Sub-Recipient** shall expend the funds provided by I.F.H.C. under this Partnership in accordance with, and only for the purposes and uses permitted by Applicable Law, including, without limitation and in accordance with all I.F.H.C. policies and procedures, documents required to be filed with I.F.H.C., and its approved budget. **Sub-Recipient's** actual expenditures for any category of its approved budget may deviate up to ten percent (10%) from the amount specified for such line item category (unless such deviation is otherwise prohibited by the terms and conditions of the I.D.O.H. Grant) during the Term of this Agreement. No greater deviation shall be permitted unless agreed to in writing by I.F.H.C. **Sub-Recipient's** total expenditures for all categories of its budget shall not exceed the total amount of the approved contract.

4.3 **Sub-Recipient** shall submit monthly claims for reimbursement to I.F.H.C., in a format prescribed by I.F.H.C. For all months during the Term of this Agreement, except the final month of this Agreement, such claims for reimbursement shall be submitted by **Sub-Recipient** within thirty (30) days after the end of each month for incurred allowable expenditures made by the **Sub-Recipient** in the performance of the duties under this Agreement. **Sub-Recipient's** claim for reimbursement for the final month of this Agreement shall be submitted within thirty (30) days after the expiration of the Term of this Agreement and shall cover all incurred allowable expenditures made by

Sub-Recipient during such final month in the performance of its duties under this Agreement, and all allowable amounts incurred by **Sub-Recipient** for obligations arising within the Term of this Agreement and in the performance of its duties under this Agreement, but not yet reimbursed. Failure to submit claims for reimbursement within the prescribed period may result in nonpayment of such claims.

4.4 All amounts paid by **I.F.H.C.** to **Sub-Recipient**, which are subsequently found to be unallowable under Applicable Law and/or applicable cost principles, shall be refunded by **Sub-Recipient** to **I.F.H.C.** on demand or, at **I.F.H.C.**'s option, may be withheld from amounts thereafter payable to **Sub-Recipient** under this Agreement (e.g. reducing future claims to be reimbursed).

4.5 Program income directly generated by a supported activity or earned as a result of this state award during the period of performance, except as provided on 45 CFR § 75.307(f) must be used for the purposes for which the award was made, and may only be used for allowable costs under the award. For the purpose of this Agreement, program income is defined as fees, premiums, and third-party reimbursements which the Project may reasonable expect to receive. **Sub-Recipient** shall comply with applicable program requirements (e.g., 45 CFR § 75.307(e)) to collect and use program income as well as other operational funding. To meet the requirement of payer of last resort, **Sub-Recipient** must disburse program income, rebates, refunds, and interest earned on such funds to cover program costs before requesting additional cash payments from **I.F.H.C.** **Sub-Recipient** shall report program income to **I.F.H.C.** as part of the monthly claim summary and the Family Planning Annual Report ("FPAR").

4.6 **Sub-Recipient** shall establish and implement travel reimbursement policies and procedures for allowable travel expenses incurred by its Project staff during the period of performance in compliance with the program requirements and rules. The reimbursement policy shall not exceed the rate published by the State of Indiana Travel Policy. (Refer to Section 4.8(r) for additional guidance.)

4.7 **Sub-Recipient** shall comply with salary limitation defined by D.H.H.S. to charge salary of Project staff to the award. Each year's appropriations act limits the salary amount that **Sub-Recipient** may be awarded and charged to D.H.H.S./OASH grants and cooperative agreements. Award funds should not be budgeted to pay the

salary of an individual at a rate in excess of Executive Level II. The 2023 Executive Level II salary of the Federal Executive Pay Scale is \$212,100. This amount is updated on the calendar year and reflects an individual's base salary, exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to the applicant organization.

4.8 Grant funds and program income shall not be expended for:

- (a) Construction of buildings, building renovations;
- (b) Depreciation of existing buildings or equipment;
- (c) Contributions, gifts, donations;
- (d) Entertainment or food;
- (e) Automobile purchase;
- (f) Interest and other financial costs;
- (g) Costs for in-hospital patient care;
- (h) Fines and penalties;
- (i) Fees for health services outside of the scope of Title X;
- (j) Bad debts;
- (k) Contingency funds;
- (l) Executive expenses (e.g., car rental, car phone, entertainment);
- (m) Accounting expenses for government agencies;
- (n) Fund raising expenses;
- (o) Legal fees;
- (p) Legislative lobbying;
- (q) Equipment;
- (r) Out-of-state travel;
- (s) Dues to societies, organizations, or federations; or
- (t) Incentives.

4.9 **Sub-Recipient** shall report to **I.F.H.C.** total compensation for each of your five most highly-compensated executives for the preceding completed fiscal year if:

- (a) 80% or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act as defined at 2 CFR 1770.320 (and subawards); and,

- (b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards).

V.

Records and Reports

5.1 **Sub-Recipient** shall establish and maintain separate accounting records for the Project, reflecting all receipts and disbursements of grant and matching funds, cost-sharing, and program income.

5.2 **Sub-Recipient** shall prepare and submit a quarterly program report, which shall be in a format prescribed by **I.F.H.C.** Such report may include a description of Project activities, progress in accomplishing goals of the Project, personnel changes, quarterly statistical reports, and such other information as **I.F.H.C.** may reasonably require. Failure to submit such reports by the thirtieth (30th) day of the month following the close of the quarter will result in non-payment of all reimbursement claims until such reports are reviewed.

5.3 **Sub-Recipient** shall provide **I.F.H.C.** with a copy of its certified audit report for the fiscal years preceding and under the Term of this Agreement.

5.4 **Sub-Recipient** shall maintain other records and reports which may be required by **I.F.H.C.** or **I.D.O.H.**

5.5 **Sub-Recipient** shall comply with the statistical and financial requirements of the FPAR.

5.6 **Sub-Recipient** shall, at **I.F.H.C.**'s request, make all Project, medical, and financial records available for review by **D.H.H.S.**, **I.D.O.H.**, the Comptroller General, or **I.F.H.C.**, or their designated representatives. Confidentiality and security of patient identification data shall be maintained.

5.7 **Sub-Recipient** shall participate in the collection of all patient and utilization data requested by **I.F.H.C.**, and provide such data to **I.F.H.C.**, or its agent, in the manner designated by **I.F.H.C.**

5.8 **Sub-Recipient** shall have its financial records audited annually by an independent certified public accountant to assure proper accounting for Project funds. Such audit shall be conducted in such a manner so as to establish that Project funds have been expended in accordance with this Agreement, **Sub-Recipient's** funding application, and approved budget. Such audit shall be conducted in accordance with the provisions of 2 CFR Part 200 and 45 CFR Part 75, and the completed audit report shall be in a form acceptable to **I.F.H.C.** and in conformance with D.H.H.S. Regulations. A copy of the completed audit report shall be forwarded to **I.F.H.C.** within thirty (30) days of receipt from the auditor or within nine (9) months of the end of the **Sub-Recipient's** fiscal year.

5.9 In accordance with 45 CFR § 75.352(d), **Sub-Recipient** shall submit to an additional audit conducted by a designated representative of **I.F.H.C.** upon routing financial monitoring of the project to ensure the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and subaward performance goals are achieved. If a showing of circumstances result in a decision by **I.F.H.C.** that Project funds may have been improperly expended, such expense(s) shall be borne by **Sub-Recipient**.

5.10 Except as hereafter provided or as otherwise provided under applicable D.H.H.S. Regulations, **Sub-Recipient** shall retain all records pertaining to the Project for three (3) years and ninety (90) days after the final audit has been completed upon the expiration or termination of the I.D.O.H. Grant.

- (a) If any audits, litigation, negotiation, claims, or other action involving the records have been commenced before the expiration of such period and have not been resolved, the records shall be retained until resolution of such actions and all issues related thereto, or until the expiration of such period, whichever is later.
- (b) Personnel and payroll records must be maintained for a minimum of seven (7) years after issuance of the applicable W-2s.
- (c) Records pertaining to the purchase of capital equipment must be maintained for a minimum of three (3) years after disposition of the equipment.

VI.

General Terms and Conditions

6.1 **Sub-Recipient** shall make no changes in the scope, direction, or type of service delivery of the Project, as described in this Agreement, or its approved budget, without the prior written approval of **I.F.H.C.** and/or the Office of Population Affairs.

6.2 In performing its duties under this Agreement, **Sub-Recipient** is acting as an independent contractor, not as an agent of **I.F.H.C.**, and shall perform services in accordance with currently approved methods and practices and accepted professional standards. No other relationship is intended to be created among the parties hereto and nothing in this Agreement shall be construed so as to make any party hereto the employer, employee, partner, or agent of the other.

6.3 **Sub-Recipient** shall comply with all D.H.H.S. and I.D.O.H. Regulations pertaining to inventions developed and patents and copyrights obtained in connection with the Project, and shall promptly report such inventions, patents, and copyrights to **I.F.H.C.**

6.4 **Sub-Recipient** shall not compensate any person in connection with the Project in excess of amounts customarily paid for similar services by the **Sub-Recipient**.

6.5 **Sub-Recipient** shall not engage in any activity which impairs its ability to perform its duties under this Agreement.

6.6 **Sub-Recipient** shall procure and maintain for the Term of the this Agreement fire and extended coverage insurance covering all property owned or controlled by **Sub-Recipient** in an amount not less than its full insurable value. **Sub-Recipient** shall procure and maintain public liability insurance with limits of not less than Three Hundred Thousand Dollars (\$300,000) per occurrence for injury to one person, and Five Hundred Thousand Dollars (\$500,000) per occurrence for injury to more than one person, and in an amount not less than Two Hundred Thousand Dollars (\$200,000) for each occurrence of damage to property.

6.7 **Sub-Recipient** shall procure and maintain medical malpractice insurance in a form and in amounts sufficient that **Sub-Recipient** and all of its providers and non-physician practitioner(s) qualify as “Qualified Providers” under the Indiana Medical

Malpractice Act, I.C. 34-18, et. seq., as amended (hereinafter “Malpractice Act”). **Sub-Recipient** and its providers and non-physician practitioner(s) shall maintain their Qualified Provider status under the Malpractice Act during the entire Term of this Agreement. **Sub-Recipient** shall make available to **I.F.H.C.** annually evidence of such malpractice insurance, and immediately notify **I.F.H.C.** of any provider who ceases to be covered by such insurance, as that provider must immediately cease providing medical services.

6.8 **Sub-Recipient** shall comply with the provisions of the Indiana Workmen’s Compensation Act and shall maintain worker’s compensation and employer’s liability insurance meeting all coverage requirements specified by Applicable Law and a limit of liability for employer’s liability of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per accident.

6.9 No insurer with whom **Sub-Recipient** contracts shall have any right of subrogation against **I.F.H.C.** **Sub-Recipient** shall indemnify and hold **I.F.H.C.** harmless from all liability, losses, costs, and damages, including attorney’s fees, arising from or connected with, directly, or indirectly, **Sub-Recipient**’s activities or performance of its duties under this Agreement or the acts or omissions of **Sub-Recipient** or its agents’, employees’ or representatives’ actions, omissions, business activities, negligence, recklessness, willful misconduct, or breach of this Agreement. **I.F.H.C.** shall be named as an additional insured on the medical malpractice and general liability policies required under this Agreement. A copy of the Certificate of Insurance for each policy shall be sent to **I.F.H.C.**

6.10 **Sub-Recipient** shall comply with D.H.H.S. and I.D.O.H. Regulations and all other Applicable Law pertaining to real property, equipment, and supplies acquired with funds provided under this Agreement. **Sub-Recipient** shall keep an inventory of all such equipment, and the disposition of such equipment shall be determined by **I.F.H.C.** in accordance with D.H.H.S. Regulations and procedures. For purposes of this Agreement, the term “equipment” shall mean tangible personal property with a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars (\$5,000) or more per unit.

6.11 **Sub-Recipient** warrants that, to its knowledge, no actions, suits or proceedings are pending or threatened which, if adversely determined, would have a material adverse effect on **Sub-Recipient's** financial condition or its ability to perform its duties under this Agreement.

6.12 **Sub-Recipient** shall give prompt notice to **I.F.H.C.** of any proceedings instituted against **Sub-Recipient** in any court or before any commission or other regulatory body which, if adversely determined, would have a material effect upon the Project, **Sub-Recipient's** assets or operations.

6.13 **Sub-Recipient** shall not pay any finder's fees or commissions to anyone with respect to this Agreement, or the Project, or the actions and transactions contemplated in this Agreement.

6.14 **Sub-Recipient** shall promptly pay all of its debts and obligations connected with this Agreement, including, but not limited to, all lawful claims which, if unpaid, might become a lien upon the property referred to in paragraph 6.10. However, **Sub-Recipient** need not pay any such claim as long as its validity is or shall be contested in good faith by **Sub-Recipient**.

6.15 This Agreement shall be binding on and inure to the benefit of, the parties hereto. The rights and obligations of **Sub-Recipient** under this Agreement shall not be assigned, transferred to or assumed, by merger or any other method, by any other party without the prior written consent of **I.F.H.C.**

6.16 **Sub-Recipient** shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964 (as amended by the Equal Employment Opportunity Act of 1972); Executive Order 11246; the Equal Pay Act of 1963; the Age Discrimination Act of 1967; the Americans with Disabilities Act ("ADA"); the Rehabilitation Act of 1973; and the "Title X Assurance of Compliance", all as amended from time to time.

6.17 This Agreement supersedes all existing agreements between the parties relating to the subject matter of this Agreement. In the event the provisions of this Agreement conflict with provisions of any other agreement between the parties, the provisions of this Agreement shall control. Except as otherwise expressly provided, each amendment of the Agreement shall be in writing and signed by both parties.

6.18 Any failure or delay on the part of **I.F.H.C.** in exercising any right, power or privilege under this Agreement shall not operate as a waiver of any part of this Agreement, nor shall a single or partial exercise of any such right, power, or privilege preclude the exercise of any other right, power, or privilege.

6.19 This Agreement, as well as **Sub-Recipient** documents required to be filed with **I.F.H.C.**, and its approved budget, shall be deemed to be amended to conform to all Applicable Law and the terms and conditions of the I.D.O.H. Grant. However, no such amendment shall create any additional liability between **I.F.H.C.** and **Sub-Recipient**, not specified or contemplated in this Agreement.

6.20 In the event that any of the provisions, terms or conditions of this Agreement are declared void or unenforceable by a court of law, the remaining provisions of this Agreement shall remain in full force and effect.

6.21 The **Sub-Recipient** certifies by signing this Agreement that **Sub-Recipient** will comply with the provisions of D.H.H.S.' "Certification Regarding Lobbying", which provides that no federal appropriated funds will be paid by or on behalf of the **Sub-Recipient**, to any person for influencing or attempting to influence an officer or employee, any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any to the aforementioned persons, the **Sub-Recipient** shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

6.22 The **Sub-Recipient** shall comply fully with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104). **Sub-Recipient** is legally defined as a "private entity". Provisions applicable to a **Sub-Recipient** that is a "private entity" are as follows.

- (a) The **Sub-Recipient**, and its employees, may not:
 - (i) Engage in severe forms of trafficking in persons during the period of time that the Agreement is in effect;

- (ii) Procure a commercial sex act during the period of time that the Agreement is in effect, or;
 - (iii) Use forced labor in performance of the award or sub-awards under the Agreement.
- (b) **Sub-Recipient** must inform **I.F.H.C.** immediately of any information **Sub-Recipient** receives from any source alleging a violation of a prohibition of this Agreement.
- (c) **I.F.H.C.** may unilaterally terminate this Agreement, without penalty, if **Sub-Recipient**:
 - (i) Is determined to have violated an applicable prohibition of this Agreement, or;
 - (ii) Has an employee who is determined by **I.F.H.C.** to have violated an applicable prohibition of this Agreement through conduct that is either:
 - (a) Associated with performance under this Agreement, or;
 - (b) Imputed to the Sub-Recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)”, as implemented by D.H.H.S. at 2 CFR Part 376.

VII.

Termination of Agreement or Suspension of Payments

7.1 This Agreement shall terminate automatically if the I.D.O.H. Grant to **I.F.H.C.**, or any portion of such Grant designated by **I.F.H.C.** for **Sub-Recipient's** Project, is transferred to another entity, reduced, suspended or terminated.

7.2 This Agreement may be terminated by **I.F.H.C.** upon thirty (30) days prior written notice to **Sub-Recipient**, if **Sub-Recipient** fails to comply with the provisions of this Agreement or with any additional requirements or conditions applicable to this Agreement.

7.3 In lieu of termination under the foregoing paragraph 7.2, **I.F.H.C.** may, in its sole discretion, issue a warning letter stating that **Sub-Recipient** has thirty (30) days to cure its noncompliance to the satisfaction of **I.F.H.C.** If **Sub-Recipient's** noncompliance is not cured to **I.F.H.C.'s** satisfaction at the end of the thirty day period, **I.F.H.C.** may suspend payments to **Sub-Recipient** under this Agreement. **I.F.H.C.** may also immediately suspend payments as a result of **Sub-Recipient's** noncompliance at **I.F.H.C.'s** sole discretion. If this Agreement is not already terminated, and if **I.F.H.C.** granted **Sub-Recipient** the opportunity to cure noncompliance pursuant to the foregoing, when **Sub-Recipient's** noncompliance has been corrected to the satisfaction of **I.F.H.C.**, payments to **Sub-Recipient** by **I.F.H.C.** under this Agreement shall be reinstated, subject to adjustment for unauthorized obligations incurred by **Sub-Recipient** before or during the suspension period. The terms of Paragraph 7.3 are permissive to **I.F.H.C.** Nothing in this Paragraph 7.3 shall be deemed to limit or modify **I.F.H.C.'s** right to terminate this Agreement pursuant to Paragraph 7.2.

7.4 This Agreement may be terminated by **Sub-Recipient** upon thirty (30) days prior written notice to **I.F.H.C.** in the event that:

- (a) **I.F.H.C.** fails to fulfill its obligations under this Agreement; or
- (b) Additional requirements or conditions imposed on this Agreement by the Act and D.H.H.S. Regulations, or the terms and conditions of the I.D.O.H Grant would materially increase the costs or other burdens of **Sub-Recipient** in fulfilling its duties under this Agreement.

7.5 This Agreement may be terminated at any time by the mutual agreement of both **Sub-Recipient** and **I.F.H.C.**

7.6 In the event of termination under paragraph 7.1, **Sub-Recipient** shall only receive such payments as are provided and which are available for **Sub-Recipient's** Project under the terms of the I.D.O.H Grant, and **I.F.H.C.** shall have no further liability to **Sub-Recipient**.

7.7 In the event of termination under paragraphs 7.2, 7.4, or 7.5, **Sub-Recipient** shall be entitled to reimbursement for any expenses reasonably and necessarily incurred prior to termination and in the satisfactory performance of its duties under this Agreement, and **I.F.H.C.** shall have no further liability to **Sub-Recipient**.

7.8 In the event of any such termination, all finished or unfinished documents, data, studies, and reports prepared by **Sub-Recipient** under this Agreement shall be disposed of according to **I.F.H.C.** instruction. **Sub-Recipient** reserves the right however, to make unrestricted use of data for research and reporting purposes.

7.9 Nothing herein shall be construed to relieve either party of liability for damage sustained by the other by virtue of its breach of the terms and conditions of this Agreement.

VIII.

Procedure for Appeal and/or Arbitration

8.1 **Sub-Recipient** may appeal to the Board of Directors of **I.F.H.C.** in the event **I.F.H.C.** terminates this Agreement pursuant to Paragraph 7.2. **Sub-Recipient** shall not be entitled to submit any dispute regarding termination of this Agreement pursuant to Paragraph 7.2 to arbitration as provided in Paragraph 8.2 unless **Sub-Recipient** first appeals to the Board of Directors of **I.F.H.C.** and complies fully with the procedure therefore as described below.

8.2 The procedure governing such an appeal shall be as follows:

- (a) Written notice of **Sub-Recipient's** intent to appeal shall be delivered to the President of **I.F.H.C.** within fifteen (15) days after the date **Sub-Recipient** received notice of **I.F.H.C.'s** termination under Paragraph 7.2.
- (b) The notice of appeal shall set forth the reasons for the appeal and shall be accompanied by all substantiating data.
- (c) The President of **I.F.H.C.**, or a designated representative, shall notify the Chair of the Board of Directors of **I.F.H.C.** within ten (10) days of receipt of the notice of appeal. The Chair of the Board shall, in turn, notify the Executive Committee which shall decide whether to allow or disallow such appeal.
- (d) In the event the Executive Committee disallows such appeal, **Sub-Recipient** shall be notified promptly of such decision.

- (e) In the event the Executive Committee allows such appeal, **Sub-Recipient** shall be promptly notified and shall be permitted to make a presentation to the Board of Directors of **I.F.H.C.** at a time mutually convenient to both parties, but not more than thirty (30) days after receipt of the notice of appeal.
- (f) The Board of Directors will consider the evidence presented by **Sub-Recipient** and will advise **Sub-Recipient** of its decision within fifteen (15) days after such presentation.

8.3 The parties agree that the following matters shall be subject to binding arbitration under this Agreement:

- (a) All decisions rendered pursuant to Paragraphs 8.1 or 8.2 herein.
- (b) All actions for breach of this Agreement or noncompliance brought by either **I.F.H.C.** or **Sub-Recipient**.
- (c) All other actions or claims asserted by **I.F.H.C.** arising from management or administration of the Project by **Sub-Recipient**.
- (d) All other actions or claims asserted by **Sub-Recipient** arising from **I.F.H.C.**'s management or administration of the I.D.O.H Grant.
- (e) All other disputes relating to this Agreement or the subject matter of this Agreement.

The parties agree that binding arbitration will be conducted pursuant to the procedures outlined in Indiana's Arbitration Act, I.C. 34-57-2 *et seq.*, as amended, and that each party shall bear its own costs arising from the arbitration proceedings; *except*, that if the parties cannot agree on the appointment of the arbitrator(s) within ten (10) days following reference of any dispute to arbitration, the appointment of the arbitrator(s) shall be made by the American Arbitration Association.

IX.

Notice

9.1 All notices given under this Agreement shall be in writing and shall be deemed given when delivered, or when mailed by certified mail, addressed as follows:

If to **I.F.H.C.:**

**Indiana Family Health Council, Inc.
2960 N. Meridian St., Suite 230
Indianapolis, IN 46208**

If to **Sub-Recipient:**

**Monroe County Health Department
119 W. 7th Street
Bloomington, IN 47404**

or to such other address as either party shall specify to the other by written notice.

9.2 This Agreement shall be governed, interpreted, construed, and enforced in accordance with the substantive laws of the State of Indiana, without regard to conflict of law principles. Subject only to Paragraph 8.3, the parties hereto irrevocably consent to and waive any objection to the jurisdiction and venue of courts of the State of Indiana, Marion County, with respect to any and all actions related to this Agreement, the interpretation of this Agreement, or the enforcement thereof. Each party agrees not to bring a claim or suit in any other venue. Furthermore, each party hereby expressly agrees and acknowledges that this provision is reasonable and that it has:

- (a) Read this provision,
- (b) Been provided the opportunity to consult with counsel concerning the meaning and effect of this provision, and,
- (c) In no way been coerced or forced to agree to this provision.

9.3 **Sub-Recipient** understands and acknowledges that any or all of the documents or records provided to **I.F.H.C.** during the course of the Project may be deemed to be subject to public disclosure under Indiana's Access to Public Records Statute, I.C. 5-14-3 *et seq.*, and **Sub-Recipient** waives any right or claim of liability as against **I.F.H.C.** arising from such disclosure.

X.

Designated Officials

10.1 The **Sub-Recipient** appoints **Dr. Thomas Sharp** as its designated agent for administering **Sub-Recipient's** obligations under this Agreement.

10.2 **I.F.H.C.** appoints **Kristin A. Adams, Ph.D., CHES** as its designated agent for administering **I.F.H.C.**'s obligations under this Agreement.

10.3 The individuals designated in paragraphs 10.1 and 10.2 are designated for the purpose of notice and convenience, and under no circumstance shall either person identified in Paragraphs 10.1 or 10.2 be held personally or individually liable or responsible for the actions, representations or undertakings contained herein or taken pursuant to this Agreement by **I.F.H.C.** or **Sub-Recipient**.

10.4 Either party may change its designated contact for administering this Agreement by providing written notice to the other party of such change as provided in Paragraph 9.1.

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

**MONROE COUNTY
HEALTH**

By: _____
President & CEO

By: _____
President, Monroe County
Commissioners

Date: _____

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:

We are upgrading the microfilm scanner in the archives to replace the outdated technology currently in place.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Recorder Perpetuation Fund"/>	<input type="text" value="1189.22600.000.0000"/>	<input type="text" value="\$8616.00"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text" value="Amy Swain, Greg Crohn"/>	<input type="text"/>

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

Attorney who reviewed:



ScanPro Purchase Agreement

Bill Stewart Email: bstewart@e-ImageData.com

Direct: (262) 290-5844 Fax (262) 290-5844

Corporate: (800) 251-2261 Fax (262) 673-3496

e-ImageData Corp. 340 Grant St. Hartford WI 53027

CUSTOMER INFORMATION		SYSTEM LOCATION	
Customer Name	Monroe County	Street Address	Office of the County Recorder
Address1	Office of the County Recorder	Address 2	100 West Kirkwood Ave.
Address2	501 N. Morton St.	City/State/Zip	Bloomington IN 47404
City/State/Zip	Bloomington IN 47404	Contact	Greg Crohn, Tech. Services Director
Contact	Greg Crohn, Tech. Services Director	Email	gcrohn@co.monroe.in.us
Email	gcrohn@co.monroe.in.us	Phone Number	812-606-0837
Phone Number	812-606-0837	Instructions: Please sign, date and return to: bstewart@e-imagedata.com with your tax exempt certificate.	
PO Number			

QTY	PRODUCT CODE	DESCRIPTION	UNIT PRICE	PRICE
1	9873501	ScanPro 3500 Standard Fiche and 16mm/35mm Roll Film Includes: PowerScan software, motorized combination UCC 550 carrier, 26 MP integrated pixel-shifting technology camera, 5X to 105X Optical Zoom Magnification, PowerScan software, free six month trial ScanPro Advantage Membership license and 3-year factory warranty	\$9,462.00	\$9,462.00
1		Remote Installation and Training	Included	

FOR SELLER: Authorized Agent e-ImageData Corp. Bill Stewart	Purchase Price	\$9,462.00
	Customer Loyalty Discount	\$946.00
	State and Local Taxes	Exempt
	Direct Shipping FOB	\$100.00
	Balance Due	\$8,616.00

COMMENTS:	
Date	April 6, 2023
FOR BUYER:	This quote expires 30 days. The PowerScan software install is downloaded. CD & USB install is available at an extra cost. e-ImageData will train 2 - ScanPro operators. Three year warranty includes parts, labor and remote service. ScanPro Advantage Membership is included free for the first 6 months. If you are a tax exempt organization please include your tax exempt certificate with the signed purchase agreement.
Authorized Signature - Per Terms and Conditions of Sale	
Date	

TERMS AND CONDITIONS OF SALE

- Orders accepted are subject to the conditions set forth herein and no agreement or other understanding in any way modifying these conditions shall be binding upon the Seller unless made in writing, and accepted over the signature of an authorized executive of the Seller.
- Net 30 payment terms.
- Additional payment terms: For orders over \$25,000, and/or for those orders that require a pre-installation meeting prior to the start of product installation, the following terms apply. 1/2 of order total due at signing and 1/2 of total due at the end of the installation.
- If any sales, excise, occupation, or use tax is applicable to this transaction, the amount will be added to the price stated herein.
- Every effort will be made to effect shipment and installation within the time stated, but the Seller assumes no liability for delay due to causes beyond the sellers control.
- All orders are "FOB" Shipping Point. Destination charges will be added to the invoice. The method of transportation and carrier will be of the Seller's selection. If shipment is made at Customer request via a method other than that which would normally be used, or if special handling is necessary due to receiving limitation of the customer, additional charges will be added to the invoice.
- Title to each component of the Product shall pass to Customer when payment in full for the Product has been made. Notwithstanding the state of title to the Product, risk of loss with respect to the Product and/or each component thereof shall pass to Customer upon e-ImageData's delivery of each such component to Customer, or delivery to carrier for shipment. At the time of such delivery, Customer shall, at its own expense, be responsible for purchasing any insurance coverage for the Product, and e-ImageData shall not have responsibility for the placement of any insurance coverage.
- 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 for all purposes.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

04/26/23

Formal



Work session



Department

Commissioners

Title to appear on Agenda:

Property Insight

Vendor #

Executive Summary:

We would like to enter into a new, standard Bulk User Agreement with Property Insight.

Fund Name(s):

N/A

Fund Number(s):

N/A

Amount(s)

N/A

Presenter:

Amy Swain

Speaker(s) for Zoom purposes:

Name(s)

Amy Swain

Phone Number(s)

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

Attorney who reviewed:



Monroe County Recorder's Office

P.O. Box 1634
Bloomington, Indiana 47402
(812) 349-2520

Amy Swain, Monroe County Recorder 100 West Kirkwood Avenue, Room #122 Bloomington IN 47404 aswain@co.monroe.in.us

BULK USER AGREEMENT

This Agreement is entered into this 26th day of April, 2023, between the Monroe County Recorder ("Recorder") and Properly Insight, a Bulk User Customer of Recorder's Data ("Customer"), collectively, "the parties."

This Agreement is subject to the provisions of Indiana Code § 36-2-7-10.1 and the following definitions:

(1) "Bulk form copy" means an aggregation of:

(A) copies of all recorded documents received by the county recorder for recording in a calendar day, week, month, or year;

(B) the indices for finding, retrieving, and viewing all recorded documents received by the county recorder for recording in a calendar day, week, month, or year; or

(C) the items under both clauses (A) and (B).

(2) "Bulk user" means an individual, a corporation, a partnership, a limited liability company, or an unincorporated association that receives bulk form copies under a contract with the county recorder.

(3) "Copy" means a reproduction, including an image of a recorded document or indices created by:

(A) duplicating electronically stored data onto a disk, tape, drum, or any other medium of electronic data storage; or

(B) reproducing on microfilm.

(4) "Indices" means all of the indexing information used by the county recorder for finding, retrieving, and viewing a recorded document.

(5) "Recorded document" means a writing, a paper, a document, a plat, a map, a survey, or anything else received at any time for recording or filing in the public records maintained by the county recorder or the county recorder's designee.

The parties agree that the Recorder shall charge the Customer Twenty Cents (\$0.20) per page for (1) a recorded document including the index of the instrument number or book and page, or both, for retrieving the recorded document and (2) per recorded document for a copy of the other indices used by the Recorder for finding, retrieving, and viewing a recorded document.

The parties further agree that the Recorder may provide the Customer with bulk form copies either on a disk, tape, drum, or any other medium of electronic data storage or microfilm or by electronically transmitting the copies using an electronic transfer process authorized by local ordinance.

Upon request of the Customer, the Recorder shall provide the bulk form copies to the Customer within a reasonable time after the Recorder's archival process is completed and bulk form copies become available in the Recorder's Office.

Customer acknowledges and agrees that bulk user may not do any of the following:

(1) Except as provided by subsection (4) below, provide, transfer, or allow the transfer of any copy of a recorded document obtained by the bulk user under this section to a third party.

(2) Engage in unauthorized access to recorded documents.

(3) Engage in unauthorized alteration of recorded documents.

(4) A bulk user that is licensed under Indiana Code § 27-1-15.6-6(d) or holds a certificate of authority under Indiana Code § 27-7-3-6 may provide bulk form copies related to the specific order for a title search (as defined in Indiana Code § 27-7-3-2(h)) when operating as (a) a title plant for the issuance of title insurance (as defined in Indiana Code § 27-7-3-2(a)) or (b) a title company (as defined by Indiana Code § 27-7-3-2(c)). A bulk user that meets the requirements of this subsection may charge its customers a fee for using the bulk form copies obtained by the bulk form user that may not exceed the costs incurred by the bulk user for obtaining the bulk form copies. A bulk user that meets the requirements of this subsection may not resell, provide, transfer, or allow the transfer of any copy of a recorded document, whether in bulk form or as individual copies or images, to any other bulk user or title plant.

(5) A bulk user that does NOT meet the requirements of subsection (4) above is prohibited from selling, offering for sale, advertising for sale, soliciting a purchase of, loaning, giving away, allowing subscription service to, or otherwise transferring, providing, or allowing the transfer of

bulk form copies for commercial purposes to a third party, whether the copies are in bulk form or individual copies or images.

By my signature below, I declare that: (1) I have reviewed and understand all terms of this Agreement; and (2) I qualify as a Bulk User, as defined above. I agree that any violation of this Agreement shall be subject to all sanctions and penalties as prescribed by law and that, upon noncompliance and as authorized by Indiana Code § 36-2-7-10.1(j), the Recorder may terminate this contract, immediately stop providing bulk form copies, and refuse to provide bulk form copies. Subsequent requests may also be denied, as allowed by the above-referenced law. I further agree that this Agreement is subject to the laws of Indiana and the venue for any legal disagreements or enforcement actions shall be the Monroe Circuit Court.

Printed Name:

Signature:

Business Name:

Business Address:

Telephone Number:

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 addendum to our existing contract allows Doxpop to provide a large number of backfiles (or records) to our new Bulk User, Property Insight, rather than taking staff time to do it. Payment for this will be deducted from the revenue received from Property Insight for the service.

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:

**Addendum to Recorded Document Internet Publishing Agreement
Regarding Bulk Copy Services**

This Addendum to Recorded Document Internet Publishing Agreement (herein “Addendum”) is entered into this 26th day of April, between doxpop, llc (herein “Doxpop”), and the Monroe County Recorder, Indiana (herein “Recorder”).

WHEREAS, Doxpop and Recorder are parties to a Recorded Document Internet Publishing Agreement (hereinafter “Agreement”) dated 9-12-14 and

WHEREAS, Ind. Code § 36-2-7-10.1 describes the process by which Recorder may use a third party to provide Bulk Copy Services as its designee to provide Bulk Form Copies to a Bulk User; and

WHEREAS, Ind. Code § 36-2-7-10.1(g) requires the Bulk User to enter into a contract with both the Recorder and its designee, herein Doxpop; and

WHEREAS, Doxpop will enter into such a contract with the Bulk User before providing Bulk Copy Services to such Bulk User; and

WHEREAS, Ind. Code § 36-2-7-10.1(b) requires the county executive to establish by County Ordinance the manner and form in which the Recorder may provide Bulk Form Copies to Bulk Users; and

WHEREAS, the Monroe County executive has established such a County Ordinance; and

WHEREAS Doxpop and Recorder wish to enter into an agreement by which Doxpop may provide bulk copy services to Bulk Users as the designee of Recorder in accordance with Ind. Code § 36-2-7-10.1 and this Addendum.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Doxpop and Recorder hereby agree as follows:

Section 1: Definitions. The following terms as defined under Ind. Code § 36-2-7-10.1 and additional terms defined herein shall apply to this Addendum:

- a. “Bulk Form Copy” means an aggregation of (A) copies of all Recorded Documents received by Recorder for recording in a calendar day, week, month, or year; (B) the Indices for finding, retrieving, and viewing all Recorded Documents received by the Recorder for recording in a calendar day, week, month, or year; or (C) both clauses (A) and (B).
- b. “Bulk User” means an individual, a corporation, a partnership, a limited liability company, or an unincorporated association that receives Bulk Form Copies under a contract with the Recorder or its designee under contracts with the Recorder and Doxpop.

- c. “Copy” means a reproduction, including an image of a Recorded Document or Indices created by (1) duplicating electronically stored data onto a disk, tape, drum, or any other medium of electronic data storage; or (2) reproducing on microfilm.
- d. “Indices” means all of the indexing information used by the Recorder for finding, retrieving, and viewing a Recorded Document.
- e. “Recorded Document” means a writing, a paper, a document, a plat, a map, a survey, or anything else received at any time for recording or filing in the public records maintained by the Recorder or Doxpop.
- f. “Bulk Copy Services” means services provided by Doxpop to Recorder under Ind. Code § 36-2-7-10.1 and this Addendum.
- g. “County Ordinance” means an ordinance passed by the county executive that establishes: (1) the fee Recorder may charge for Bulk Form Copies; and (2) the format by which Recorder will provide Bulk Form Copies of Recorded Documents.
- h. “Permitted Use” means the use or access to data and information contained in Bulk Form Copies by the Bulk User, or a customer thereof, for purposes collateral or incidental to the ordinary course of business of the Bulk User, or a customer thereof.
- i. “Prohibited Use” means selling, offering for sale, advertising for sale, soliciting a purchase of, loaning, giving away, allowing subscription service to (whether by electronic or physical access), or otherwise transferring, providing, or allowing the transfer of Bulk Form Copies for commercial purposes to a third party, whether the copies are in bulk form or individual copies or images.
- j. “Terminable Offense” means: (1) engaging in a Prohibited Use; (2) engaging in the unauthorized access to Recorded Documents; (3) engaging in the unauthorized alteration of Recorded Documents; (4) noncompliance with any of the provisions of this Addendum or noncompliance of the Bulk User with the provisions of its contract with Recorder or Doxpop; (5) Bulk User’s failure to disclose, or entering into an agreement with an Indiana county recorder, when Bulk User has had a previous Bulk Form Copy contract terminated by another Indiana county recorder after July 1, 2017, because Bulk User failed to comply with the contract; (6) Bulk User’s failure to disclose, or entering into an agreement with an Indiana county recorder after July 1, 2017, when a person who has a majority or controlling interest in Bulk User engaged in conduct resulting in the termination of a contract with another Indiana county recorder because the party failed to comply with the contract; and (7) any conduct prohibited by Ind. Code § 36-2-7-10.1(g) and Ind. Code § 36-2-7-10.1(j), as amended.

Section 2: Term and Termination.

- a. The term of this Addendum shall mirror the term outlined in the Agreement.
- b. Either party may terminate this Addendum prior to the expiration date as follows:
 - i. *At Will*: Either party may terminate this Addendum with sixty days' notice.
 - ii. *Breach*: Upon a party's knowledge of a material breach by the other party, such party shall provide notice to the breaching party and an opportunity to cure the breach or end the violation within ten days of the date of the written notice. The non-breaching party may terminate this Addendum if the breaching party fails to cure the breach within the ten-day period; provided, however, that in no case shall a party be given more than two cure periods during the term of this Addendum or any renewal term. If a party determined that the other party has committed a material breach and a cure is not possible, the non-breaching party may immediately terminate the Addendum upon written notice to the breaching party. A Terminable Offense is considered a material breach that cannot be cured.
- c. Upon the completion of the termination process above, Doxpop shall immediately cease providing Bulk Copy Services to Recorder and notify the Bulk User that its authorization to provide Bulk Form Copies to the Bulk User has been terminated.

Section 3: Payment.

- a. In exchange for Bulk Form Copies requested by Bulk Users and provided by Doxpop, Bulk User shall pay Doxpop for Bulk Form Copies in accordance with Ind. Code § 36-2-7-10.1(d), the County Ordinance, and the Bulk User's contract with Recorder. Bulk Users shall not be charged any less than \$0.10 per page nor more than \$0.20 per page.
- b. Doxpop shall electronically deposit such fees, minus \$0.03 per page retained by Doxpop as compensation for providing Bulk Copy Services to Recorder, collected from Bulk Users in the bank account already designated in the Agreement no later than the day of the next regularly scheduled remittance to Recorder after delivered or made available to Bulk User.
- c. Doxpop shall invoice Bulk User after Bulk Form Copies are delivered or made available to Bulk User. Bulk User shall remit payment in full within thirty days of the date of the invoice. Doxpop reserves the right to suspend service or take appropriate legal action, including the termination of its agreement with the Bulk User and notification to Recorder of such termination, in the event the Bulk User fails to comply with the terms of payment.

Section 4: Delivery. Doxpop shall prepare the requested Bulk Form Copies for transmission to the Bulk User and shall apply a watermark that identifies each Bulk Form Copy as not eligible for resale.

Section 5: Additional Duties of Doxpop to Recorder.

- a. Doxpop shall deliver or make available for download Bulk Form Copies to the Bulk User within ten days of the time each complete set becomes available to Doxpop for the date interval designated by the Bulk User.
- b. Doxpop shall maintain an accurate count of Bulk Form Copies delivered or made available for download.
- c. Doxpop shall immediately advise Recorder if it becomes aware of any Prohibited Use, Terminable Offense, or other breach of contract of the Bulk User's contract with Recorder and/or with Doxpop.
- d. Doxpop shall, upon request by Recorder, provide complete counts of Bulk Form Copies for any set of images delivered or made available for download to any Bulk User.
- e. Doxpop acknowledges that all images remain the property of Recorder and are only licensed by Doxpop and/or the Bulk Users for the purposes provided in this Addendum.

Section 6: Additional Duties of Recorder to Doxpop.

- a. Recorder shall refer Bulk Users to Doxpop after the Bulk User has signed a contract with Recorder in accordance with the County Ordinance and Ind. Code § 36-2-7-10.1(g).
- b. Recorder shall immediately advise Doxpop if it becomes aware of any Prohibited Use, Terminable Offense, or other breach of contract of the Bulk User's contract with Recorder and/or with Doxpop.
- c. Recorder shall immediately notify Doxpop of any problems with image processing in Recorder's office which may result in an incomplete regular image batch delivery.
- d. Recorder shall ensure that military discharges are flagged with the appropriate document type so that Doxpop may exclude them from bulk delivery in accordance with Ind. Code § 10-17-2-4.
- e. Recorder shall notify Doxpop if a military discharge is misclassified immediately upon learning of said misclassification, to enable Doxpop to immediately notify Bulk Users of such misclassification if the Bulk Form Copies have already been delivered or made available for download.
- f. Recorder shall ensure that social security numbers are redacted in images supplied to Doxpop to the extent possible under Ind. Code § 36-2-7.5-8.

- g. Recorder shall immediately notify Doxpop of any problems of redaction, to enable Doxpop to immediately take action with Bulk Users.

Section 7: Addendum. This Addendum is intended to be used in conjunction with, and not in place of, the existing Agreement between Recorder and Doxpop. Any and all terms and conditions contained in that Agreement shall remain in full force and effect, and that Agreement shall continue in force and be subject only to the Agreement's termination provisions even if this Addendum is terminated.

Section 8: Severability. If any term or provision of this Addendum is held or deemed to be invalid, illegal, or unenforceable as applied in any particular case, or in any particular jurisdiction, because it conflicts with any provisions of any constitution, statute, rule, or public policy, or any other reason, the invalidity, illegality, or unenforceability does not affect any other term or provision of this Addendum or invalidate or render unenforceable the term or provision in any other jurisdiction. Any change in law that conflicts with an obligation in this Addendum shall supersede such obligation and control.

Section 9: Counterparts. This Addendum may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Addendum delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Addendum, if the party sending the facsimile, e-mail or other means of electronic transmission has received express confirmation that the recipient party received the Addendum (not merely an electronic facsimile confirmation or automatic e-mail reply).

Section 10: Headings. The headings in this Addendum are for reference only and do not affect the interpretation of this Addendum.

Section 11: Notices. All notices shall be given in the form and manner prescribed in the Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the Effective Date first stated above.

DOXPOP, LLC

RECORDER OF MONROE COUNTY, IN

Printed: Nick Fankhauser

Printed: _____

Title: Vice President, Doxpop LLC

Title: _____

BOARD OF COMMISSIONERS OF MONROE COUNTY, IN:

(sign) _____

(print) _____, President

(sign) _____

(print) _____, Commissioner

(sign) _____

(print) _____, Commissioner



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

04/21/23

Formal



Work session



Department

Legal



Title to appear on Agenda:

Easement Agreement with Duke Energy
regarding the Centerstone Property

Vendor #

Executive Summary:

This Agreement grants an easement to Duke Energy for replacement of the transformer adjacent to the Centerstone facility. That infrastructure is being moved to allow for better parking lot configuration.

Fund Name(s):

NA

Fund Number(s):

NA

Amount(s)

NA

Presenter: Jeff Cockerill

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:

Cockerill, Jeff

Prepared by: Duke Energy Indiana, LLC
Return to: Duke Energy Indiana, LLC
Attn: Megan Johnson
1000 E Main St
Mail Code: WP989
Plainfield, Indiana 46168

Parcel # 53-08-05-100-115.000-009

EASEMENT

State of Indiana
County of Monroe

THIS EASEMENT ("**Easement**") is made this ____ day of _____ 2023, from **BOARD OF COMMISSIONERS OF MONROE COUNTY** ("**Grantor**", whether one or more), to **DUKE ENERGY INDIANA, LLC**, an Indiana limited liability company ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**").

Grantor is the owner of that certain property described in Section 5, Township 8 North, Range 1 West, Perry Township, Monroe County, State of Indiana; being a part of Lot 37 Seminary as recorded in **Deed Book A, Page 55**, and also **Deed Book 278, Page 160**, in the Office of the Recorder of Monroe County, Indiana ("**Property**").

The Facilities shall be underground, except as needed on or above the ground to support the underground Facilities, and located in, upon, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land fifteen feet (15') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, and as generally shown on Exhibit "A", attached hereto and becoming a part hereof (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Intentionally omitted.
5. Intentionally omitted.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. Notwithstanding anything to the contrary above, the general location of the Facilities is shown on the sketch attached hereto as Exhibit A and incorporated herein by reference. The final and definitive location of the Easement Area shall become established by and upon the final installation and erection of the Facilities by Grantee in substantial compliance with Exhibit A.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this _____ day of _____, 2023.

BOARD OF COMMISSIONERS OF MONROE COUNTY

Signed Name

Printed Name

Title

STATE OF _____)
COUNTY OF _____) ss:

This certificate relates to an acknowledgment in connection with which, no oath or affirmation was administered to the document signer.

The foregoing instrument was acknowledged before me, a notary public in the county and state written above this _____ day of _____, 2023 by _____, as _____ of BOARD OF COMMISSIONERS OF MONROE COUNTY, organized under the laws of Indiana.

WITNESS my hand and official seal dated _____, 2023.

SEAL:

Signed: _____

Printed or Typed Name: _____

Commission expires: _____

My County of Residence: _____

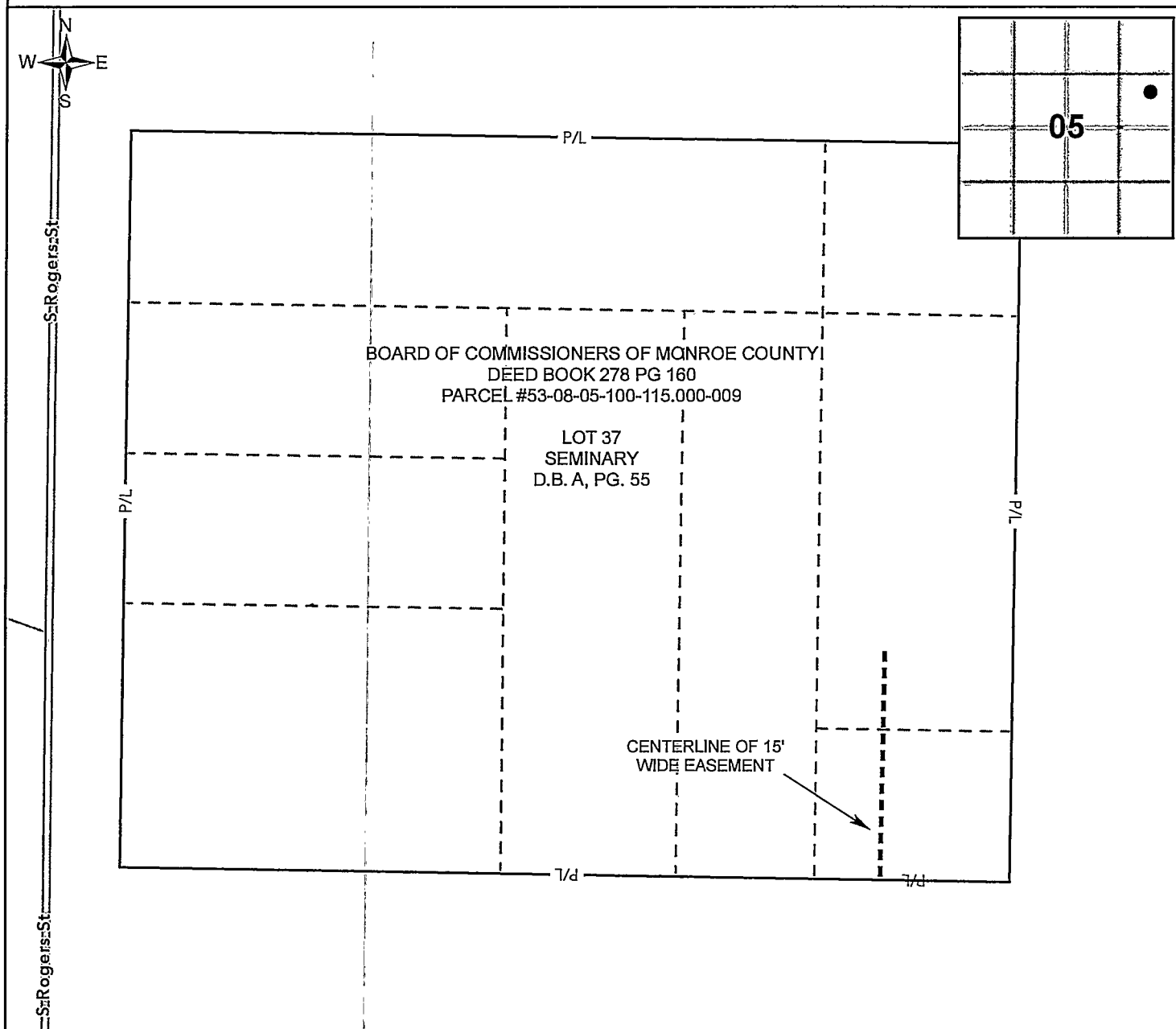
My Commission Number: _____

This instrument prepared by Victoria Parker, Attorney-at-Law, 1000 E. Main St, Plainfield, IN 46168.

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Megan Johnson

EXHIBIT A

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS



LOCATIONS SHOWN ARE APPROXIMATE. THE ACTUAL CENTERLINE LOCATION OF THE UTILITY LINE IS THE CENTERLINE OF THE EASEMENT

MONROE COUNTY, INDIANA

SITE NAME: PERRY TOWNSHIP, SECTION 5, TOWNSHIP 8N, RANGE 1W

	DR. ORC	EXHIBIT MAP OF: EASEMENT	
	CK. ORC	EXHIBIT MAP FOR: BOARD OF COMMISSIONERS OF MONROE COUNTY	
	DATE: 3/7/2023	LOCATION: 645 S ROGERS ST, BLOOMINGTON, IN	WO# 48358880-30



Patrick Dierkes <patrick.dierkes@bloomington.in.gov>

Easement_Board of Commissioners - Hopewell Redevelopment Project_4835880-30

Johnson, Megan <Megan.Johnson2@duke-energy.com>

Thu, Mar 23, 2023 at 11:31 AM

To: "patrick.dierkes@bloomington.in.gov" <patrick.dierkes@bloomington.in.gov>

Good morning Patrick,

As part of the Hopewell Redevelopment Project that is underway, Duke Energy needs to run new electrical service. Doing so will require us to go through a parcel owned by the Monroe County Board of Commissioners located at 645 S Rogers Street, Bloomington. Below is an aerial shot of the parcel and where the underground line will be installed.

Attached is the Easement for the new underground service. The engineer provided your information as the point of contact for the project; please let me know if I need to contact someone else. The easement instructions are below:

- Please print single sided pages for recording purposes.
- Have all applicable parties sign and notarize the Grant of Easement.
- When signed please send the original signed document back to me at the address below for recording purposes. Or, you can email a copy provided that the notary stamp and signatures are clearly visible.

Mailing Address

Duke Energy

Attn: Megan Johnson

Mail Code: WP989

1000 E. Main St.

Plainfield, IN 46168

Please do not hesitate to contact me with any questions you may have.



Thank you,

Megan Johnson

Real Estate Representative

Mail Code: WP989

1000 E Main St. | Plainfield, IN 46168

Office: 317-838-1812

NEW***Cell: 463-206-6072

megan.johnson2@duke-energy.com

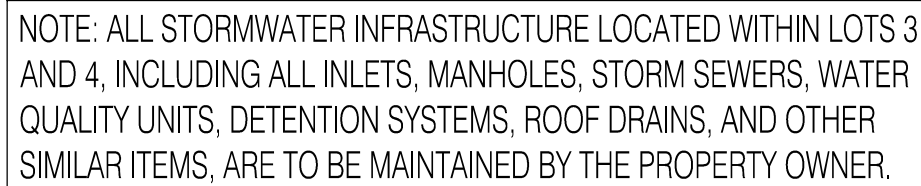


Land Services Delivery



Easement_Board of Commissioners_48358880-30.pdf

1493K



-

DATE: 03/15/2023	PROJECT NO.: 21-0049
DRAWN BY: RDR	CHECKED BY: MDW
DRAWING STATUS:	
RE-BID	
SHEET TITLE: CENTERSTONE LOT UTILITY PLAN	
SHEET NO.:	
C203	



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 attached agreement will replace a current vendor used by our Maintenance and contracted maintenance employees. This product will allow for all maintenance requests to be submitted by the individual department heads and their designee(s). It will provide real time information as to the status of requests, the initiation of a work order, and the ability to identify problematic equipment so we can determine if the equipment needs upgraded, replaced, and/or is subject warranty.

This is a three year agreement. This first year includes a \$5,000 implementation fee. the following 2 years will be billed at \$12,960.

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:



10880 Wilshire Blvd,
Los Angeles, CA, 90024 United States
Tel: +1 (323) 880-0250
<https://www.onupkeep.com/>

Contact and Billing Details

Company Name: Monroe County Government
Contract Signatory: Angela Purdie

Email: apurdie@co.monroe.in.us
Phone: (812) 349-2550

Address:
615 S Adams St, Bloomington,
Indiana, 47403
United States

Accounts Payable: Angela Purdie

Email: apurdie@co.monroe.in.us
Phone: (812) 349-2550

Billing Address:
615 S Adams St, Bloomington,
Indiana, 47403
United States

Order For: Monroe County Government
Order Number: Q010045
Pricing Valid Till: 04/29/2023
Proposed By: Drew Haywood

Currency: USD

Service Term

Contract Start Date: 04/28/2023
Initial Contract Term: 36 Months
Renewal Term: 12 Months
Auto Renewal: Yes

Payment Method: Check

Payment Term: Net 30

Invoice Frequency: Annual

Product Name	Invoice Frequency	Price Per User	Quantity	Subtotal
UpKeep Advanced Implementation	One Time Charge	\$5,000.00	1	\$5,000.00
UpKeep Business Plus Subscription	Annual	\$1,080.00	12	\$12,960.00

Order Summary

36 Month Contract Total:	\$43,880.00
Invoice Frequency:	Annual
Annual Recurring Charges:	\$12,960.00
One-Time Charge Subtotal:	\$5,000.00
Recurring Charge Subtotal:	\$12,960.00
Tax:	\$0.00
Total Due Upon Signing:	\$17,960.00 USD



10880 Wilshire Blvd,
Los Angeles, CA, 90024 United States
Tel: +1 (323) 880-0250
<https://www.onupkeep.com/>

Terms & Conditions
<ul style="list-style-type: none">Customer's purchase and use of UpKeep Technologies, Inc. ("UpKeep") products and services specified above on this Product Order Form are subject to UpKeep's Terms and Conditions located at https://onupkeep.com/terms.IN WITNESS WHEREOF, the parties' duly authorized officers or representatives are deemed to have executed this Product Order Form as of the date written by Customer below (the "Execution Date").The "Effective Date" of this contract is the later of the Execution Date or the Contract Start
Payment Terms
All fees are billed Net 30 from date of invoice. Setup Fees shall be invoiced on the Execution Date. Fees for recurring services shall be billed from the Contract Start Date, and the first invoice of recurring fees shall be invoiced on the Effective Date.
Special Terms
N/A

Monroe County Government	UpKeep Technologies
Monroe County Government Signature:	UpKeep Technologies, Inc. Signature <i>Garris Yeung Head of Sales</i>
Name: Title: Sign Date:	Name: Garris Yeung Title: Head of Sales Countersign Date: 04/21/2023
Will you require a Purchase Order? Yes <input type="radio"/> No <input type="radio"/>	PO Number:



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 04/26/23

Formal ☒

Work session ☐

Department Planning

Title to appear on Agenda: Ordinance 2023-10; REZ-22-12 Rolfsen
Rezone

Vendor #

Executive Summary:

The petition site is one parcel totaling 19.341 +/- acres located in Bloomington Township at 4851 N Kinser Pike. The petitioner is proposing to amend the Zoning Map from Estate Residential 1 (RE1) to Agricultural/Rural Reserve (AG/RR). The petitioner's intention behind the rezone request is provide for the appropriate zoning designation to establish a winery on the property. The land use of "winery" is not permitted in the RE1 zoning district but is a permitted use in the AG/RR zone.

If the rezone request is approved by the County Commissioners, the petitioner intends to complete the planning process for the establishment of a winery on the property. All applicable site plan requirements for a winery as well as the special conditions outlined in Chapter 802 for the winery use must be met by the proposed change of use on the property. Typically, site plan review for winery uses is completed at staff level.

If the rezone is denied, the petitioner may continue to operate the property as a single-family residence (previous use) or may pursue any of the available uses as outlined in Chapter 833 of the Monroe County Zoning Ordinance for the RE1 zone as long as any special conditions can be met.

CHAPTER 802:

Winery. An agricultural processing plant used for the commercial purpose of processing grapes, other fruit products, or vegetables to produce wine or similar spirits. Processing includes wholesale sales, crushing, fermenting, blending, aging, storage, bottling, administrative office functions for the winery and warehousing. Retail sales and tasting.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter: Drew Myers

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

Tim Rolfsen

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

Attorney who reviewed: Schilling, David

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

TO: THE COMMISSIONERS OF MONROE COUNTY, INDIANA

CERTIFICATION

I, Jackie N. Jelen, hereby certify that during its meeting on March 21st, 2023 the Monroe County Plan Commission considered Petition No. REZ-22-12 for a Zoning Map Amendment (Ordinance No. 2023-10) to the Monroe County Zoning Ordinance and made a positive recommendation to approve thereon, based on the findings, conditions, and Highway Department reports, with a vote of 6-3 with the following conditions:

1. The petitioner submit a right-of-way activity permit application,
2. The written commitment be reviewed and approved by the Monroe County Legal Department
3. The written commitment include the additional language regarding a fourteen (14) day deadline for its recording.

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



Jackie N. Jelen
Planning Director



Date

ORDINANCE NO. 2023-10

Rolfsen Rezone

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

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

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

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

SECTION I.

The Monroe County Zoning Ordinance is amended to rezone one (1) 19.34 +/- acre parcel in Bloomington Township, Section 8 at 4851 N Kinser PIKE, parcel #53-05-08-300-008.000-004 from Estate Residential 1 (RE1) to Agriculture/Rural Reserve (AG/RR).

SECTION III.

The following conditions of approval shall apply to this petition as forwarded by the Plan Commission by a vote of 6-3 on March 21, 2023:

- 1.) The petitioner submit a right-of-way activity permit,
- 2.) The written commitment be reviewed and approved by the Monroe County Legal Dept.
- 3.) The written commitment include additional language regarding a fourteen (14) day deadline for its recording.

SECTION III.

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

Passed and adopted by the Board of Commissioners of Monroe County, Indiana, this ___th day of April 2023.

BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA

"Yes" Votes

"No" Votes

Penny Githens, President

Penny Githens, President

Julie Thomas, Vice President

Julie Thomas, Vice President

Lee Jones, Commissioner

Lee Jones, Commissioner

Attest:

Catherine Smith, Monroe County Auditor

MONROE COUNTY PLAN COMMISSION**March 21, 2023**

PLANNER	Drew Myers
CASE NUMBER	REZ-22-12
PETITIONER	Norvesco Real Estate Partners, LLC c/o Tim Rolfsen
ADDRESS	4851 N Kinser PIKE, parcel no. 53-05-08-300-008.000-004
REQUEST	Rezone Request from RE1 to AG/RR Waiver of Final Hearing Requested
ACRES	19.341 +/- acres
ZONE	Estate Residential 1 (RE1)
TOWNSHIP	Bloomington
SECTION	8
PLATS	Unplatted
COMP PLAN DESIGNATION	Farm and Forest

EXHIBITS

1. Petitioner Letter
2. **Petitioner Updated Design Concepts**
3. AG/RR Use Table
4. RE1 Use Table
5. Petitioner's Response to PRC
6. Monroe County Thoroughfare Plan
7. Petitioner's Kinser Pike Road Width & Crash Data Narrative
8. Monroe County Motor Vehicle Crash Summaries
9. Letters of Support/Opposition
10. **Draft Written Commitment**
11. **Brick & Corbett Real Estate on Home Values**

RECOMMENDATION

Recommendation to the Plan Commission:

- Staff recommends forwarding a "positive recommendation" to the Monroe County Board of Commissioners based on the petition's compatibility with the Monroe County Comprehensive Plan.

PLAN REVIEW COMMITTEE – December 8, 2022

Plan Review Committee discussed potential traffic concerns coming off N Kinser Pike and W Bell Road, as well as concerns for how to currently access the site. PRC members were curious how much product the proposed use would need to have imported or delivered and what the additional delivery truck traffic would look like for the residential area. PRC discussed a concern that the use of the property would become a sort of agricultural event center with live music that may be disruptive to the residential area.

PLAN COMMISSION: Preliminary Hearing – January 17, 2023

Plan Commission members had questions regarding the Highway Department's final recommendation regarding proposed access for the property and the overall thoroughfare plan for this area. Plan Commissioners asked the petitioner what steps he had to screen the proposed winery use from neighboring properties. Several members of the public came forward to speak in opposition to the petition stating concerns for traffic safety along N Kinser Pike, traffic safety as it relates to a neighboring winery, and other potential impacts from a commercial development in the area. Additionally, a list of signatures was submitted to staff at the start of the meeting and distributed to the Plan Commission members at the end of staff's presentation. The petitioner provided information regarding expected business activities, delivery truck occurrences, and plans to mitigate impacts of the winery on the neighbors. Plan Commission members ultimately decided to proceed with the regular meeting schedule for this petition and not grant the waiver of final hearing. The Plan Commission requested that members

of the public submit letters to Planning Staff detailing their concerns or opposition to the rezone request.

PLAN COMMISSION: Preliminary Hearing – February 21, 2023

Planning Staff presented an updated staff report with additional exhibits submitted by the petitioner as well as letters of opposition from a few neighbors. During the meeting, the petitioner provided a detailed presentation that covered traffic concerns brought up at the last Plan Commission meeting. The petitioner also provided some renderings of what the winery structures could look like and touched on various aspects of the winery's day-to-day operations and expectations. Plan Commission members requested that the petitioner prepare a draft written commitment and a list of uses he is comfortable with striking from the AG/RR use table. The Plan Commission voted 7-2 to continue the petition to the March 21, 2023, Plan Commission regular meeting to provide the petitioner with enough time to prepare said commitments. At the time of this packet's publishing the petitioner's attorney has not had the opportunity to review the draft written commitment. Please see EXHIBIT 10.

MEETING SCHEDULE

Plan Review Committee – December 8, 2022

Plan Commission Admin Meeting – January 3, 2023

Plan Commission Regular Meeting – January 17, 2023 (Preliminary Hearing)

Plan Commission Admin Meeting – February 7, 2023

Plan Commission Regular Meeting – February 21, 2023 (Final Hearing) – CONTINUED to 3/21/2023

Plan Commission Admin Meeting – March 7, 2023

Plan Commission Regular Meeting – March 21, 2023

Board of Commissioners Meeting – TBD

SUMMARY

The petition site is one parcel totaling 19.341 +/- acres located in Bloomington Township at 4851 N Kinser Pike. The petitioner is proposing to amend the Zoning Map from Estate Residential 1 (RE1) to Agricultural/Rural Reserve (AG/RR). The petitioner's intention behind the rezone request is provide for the appropriate zoning designation to establish a winery on the property. The land use of "winery" is not permitted in the RE1 zoning district but is a permitted use in the AG/RR zone.

If the rezone request is approved by the County Commissioners, the petitioner intends to complete the planning process for the establishment of a winery on the property. All applicable site plan requirements for a winery as well as the special conditions outlined in Chapter 802 for the winery use must be met by the proposed change of use on the property. Typically, site plan review for winery uses is completed at staff level.

If the rezone is denied, the petitioner may continue to operate the property as a single-family residence (previous use) or may pursue any of the available uses as outlined in Chapter 833 of the Monroe County Zoning Ordinance for the RE1 zone as long as any special conditions can be met.

CHAPTER 802:

Winery. An agricultural processing plant used for the commercial purpose of processing grapes, other fruit products, or vegetables to produce wine or similar spirits. Processing includes wholesale sales, crushing, fermenting, blending, aging, storage, bottling, administrative office functions for the winery and warehousing. Retail sales and tasting facilities of wine and related promotional items may be permitted as part of the winery operations.

Permitted in the AG/RR, FR, and CR zoning districts. Subject to special condition #53.

53. Only permitted on lots 5 acres or greater in the AG/RR, CR, and FR zoning districts.

CHAPTER 801:

Event Center. A building (which may include on-site kitchen/catering facilities) where indoor and outdoor activities such as weddings, receptions, banquets, corporate events, and other such gatherings are held by appointment.

Permitted in only the GB zoning district.

CHAPTER 813:

Agricultural Event Center (Accessory Use in AG/RR Zone) – Conditional in the AG/RR Zone

Development and Operational Standards.

The following development and operational standards shall apply to an event center in the AG/RR Zone:

(a) Parking.

An event center in the AG/RR Zone shall provide parking at a ratio of one parking space for each two and one-half guests allowed on-site and one parking space for each permanent employee. No off-site parking is permitted unless approved in the conditional use permit process. Parking areas shall follow the requirements of Chapter 806 of the Monroe County Zoning Ordinance (Off-Street Parking and Loading).

(b) Access Standards.

1. Access roads to an event center in the AG/RR Zone shall comply with county, state and local fire safe standards as determined by the county and the serving fire agency.
2. Direct access to a publicly-maintained roadway is required.
3. A driveway permit from the responsible public agency is required to address ingress, egress, and sight-distance requirements for the driveway connection to a county-maintained road or state highway.

(c) Minimum Parcel Size.

1. A small agricultural event center shall have a minimum parcel size of ten (10) acres.
2. An intermediate agricultural event center shall have a minimum parcel size of twenty (20) acres.
3. A large agricultural event center shall have a minimum parcel size of forty (40) acres.

(d) Setbacks.

An event center in the AG/RR Zone shall be located and is required to hold all outdoor activities associated with the event center (with the exception of parking) a minimum of two hundred (200) feet from the exterior property lines. Parking shall be allowed with fifty (50) feet from the exterior property lines unless the Board of Zoning Appeals increases the parking setback provision to meet neighborhood conditions.

(e) Event Size.

1. Small agricultural event center: shall be allowed a maximum event size of one hundred (100) guests or as specified by the conditional use permit.
2. Intermediate agricultural event center: shall be allowed a maximum event size of two hundred (200) guests or as specified by the conditional use permit.
3. Large agricultural event center: shall be allowed a maximum event size of three hundred (300) guests or as specified by the conditional use permit.

(f) Number of Events.

An agricultural event center may hold events on a maximum of maximum of forty (40) days per year, which may be further limited by the conditional use permit. For purposes of this provision, an “event” is a celebration, ceremony, wedding, reception, corporate function, or similar activity for the benefit of someone other than the property owner.

(g) Agricultural Requirement.

1. An event center in the AG/RR Zone shall be accessory to a primary agricultural use and is required to have an on-going, on-site agricultural production for the length of the term of the conditional use permit.
2. An event center in the AG/RR Zone and its associated areas such as parking, decks and patios shall not occur within current agricultural production areas on a parcel designated as prime farmland in the Web Soil Survey, Natural Resources Conservation Service, United States Department of Agriculture (Available online at <http://websoilsurvey.nrcs.usda.gov/>) unless otherwise specified in the conditional use permit.

(h) Hours of Operation.

An event center in the AG/RR Zone shall be allowed to operate from 10:00 a.m. to 11:00 p.m. on Friday and Saturday and from 10:00 a.m. to 8:00 p.m. Sunday through Thursday.

(i) Noise Regulations.

An event center in the AG/RR Zone shall be subject to the Noise Control Ordinance (Chapter 380 of the Monroe County Code) and shall be required to stop all noise generating activities, such as music, at 10:00 p.m. or move such activities into an enclosed structure. After 10:00 p.m., all noise levels must be reduced to fifty (50) decibels or less at the event center’s exterior property lines.

(j) Food Regulations.

An event center in the AG/RR Zone: as specified by the conditional use permit. If a commercial kitchen is approved with the event center, it shall only be used in conjunction with on-site events and for processing of on-farm products. Restaurants and off-site catering are not allowed as part of an event center in the AG/RR Zone.

(k) Neighbor Notification.

An event center in the AG/RR Zone shall post and maintain a schedule of future events on their website. An annual/seasonal schedule of future events shall be mailed to all owners of real property located within 660 feet of the subject property at least two weeks prior to the beginning of the event year or season. The schedule shall show days planned for events, hours of operation, and include a phone number for inquiries.

BACKGROUND

The Zoning Map amendment would be from RE1 to AG/RR. Listed below are the definitions of these zones per Chapter 833 and Chapter 802, respectively.

Estate Residential 1 (RE1) District. *The intent of this district is to accommodate large lot, estate type residential uses in a rural environment along with limited compatible agricultural uses. It is meant specifically to:*

- A. *Accommodate those persons who desire estate type living.*
- B. *Maintain a pattern of growth that is consistent with the cost-efficient provision of urban services to promoted compactness in the city structure.*
- C. *Provide for development in a rural setting not necessarily requiring urban utilities.*
- D. *Provide for limited compatible agricultural uses.*

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

Consolidated Development Ordinance

According to the current draft zoning map for the forthcoming Consolidated Development Ordinance (CDO), the subject property is slated to transition from the RE1 zone to the AG2.5 zone. The petitioner stated that this proposed zoning transition was one of the reasons he felt comfortable pursuing a rezone to the AG/RR zone, as a similar district – the AG2.5 zone – would be applied to this location anyways. Planning Staff communicated to the petitioner early on that the CDO draft zoning map is subject to change and does not infer what the final zoning of a property will be when the CDO is adopted.

Hamilton Rezone, REZ-21-4, Ordinance 2021-42

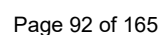
The neighboring 134.5-acre property to the west at 1300 W Bell RD requested a rezone from **Estate Residential 1 (RE1) to Agriculture/Rural Reserve (AG/RR)** in July 2021 with the intention to perform a 2-lot sliding scale subdivision. The Plan Commission voted 7-0 to forward the petition with a positive recommendation with no conditions of approval to the Board of Commissioners on **September 21, 2021**. The Monroe County Board of Commissioners voted 3-0 to grant the rezone request from RE1 to AG/RR under Ordinance 2021-42 on October 20, 2021.

LOCATION MAP

The parcel is located at 4851 N Kinser Pike, Section 8 in Bloomington Township. The Parcel No. is 53-05-08-300-008.000-004.



The parcel is zoned Estate Residential 1 (RE1) as are the adjoining parcels to the north, south, east, and southwest. The larger parcel adjacent to the west is zoned Agriculture/Rural Reserve (AG/RR). There are numerous properties zoned Agriculture/Rural Reserve (AG/RR) approximately a quarter mile to the east. There are no commercial uses directly adjacent to the subject property. The surrounding area includes mostly residential uses, with some areas of agricultural use.



SITE CONDITIONS & INFRASTRUCTURE


The petition site is made up of one 19.341 acre +/- parcel. The site currently sits vacant after a demolition permit was issued in February 2022 for the single-family residence that once stood on the property. Access to the site is from N Kinser Pike (road classification) via an existing driveway cut. There appears to be a second driveway cut utilized for the parking of equipment that stems off W Bell Road on the southeast corner of the subject property. According to the Monroe County Thoroughfare Plan, N Kinser Pike is designated as a Minor Collector, while W Bell Road is designated as a Local Road. The petition site is not located in the Environmental Constraints Overlay (i.e., the Lake Monroe Watershed). There is no floodplain designated on the petition site. There is no evidence of the presence of karst/sinkhole features on and near the petition site according to available contour data.




Stormwater Comments:

No comments provided at this time. MS4 Coordinator will review any site improvements when a commercial site plan and other permit applications are submitted.


Highway Comments:

 **Paul Satterly** Monroe Comment - Dec 12, 2022 at 2:02pm


The highway Department prefers that the primary driveway come off of Bell Road. The driveway should be located at least 300 ft. from the intersection with Kinser Pike. Right of way that was acquired for Kinser Pike during the construction of I-69 needs to be shown.

 **Tim Rolfsen** Monroe Comment - Dec 22, 2022 at 10:51am

Hi - The current driveway is located on Kinser Rd, as shown in the proposed site plan. My concern with locating the entrance on Bell Rd is that it may create access issues to the five neighbors who live on that road. Not sure how I access the Right of Way you mentioned. Where would I find it?


 **Paul Satterly** Monroe Comment - Dec 29, 2022 at 8:10am

The land that was purchased as part of the I-69/Kinser Pike project should have been recorded and can usually be found when looking up the deed for the property. What kind of traffic volumes are anticipated for this development?

 **Tim Rolfsen** Monroe Comment - Jan 26, 2023 at 9:25 am

Not sure how to calculate, but while the planned parking capacity is 40 spots, it's likely to be less than that. When I observed residential traffic today I was again concerned that even 10th+ cars/hour would impede access to homes. Last thing I need is irritated neighbors. I also feel left right visibility from the current curb-cut is better coming off of Kinser Pike rather than pulling off of Bell Road. Kinser Pike traffic has been very light everytime I've been at the property.

Not sure what right of way there would be to I-69 since you have to travel S-SE on Kinser Pike, go east the to Bayles Road, go left on N Walnut to access I-69.

 **Tim Rolfsen** Monroe Comment - Jan 27, 2023 at 8:54am

I did try to look up the warranty deed #2019004689 on doqnap.com but got a message I wasn't authorized. Would like to arrange a call this morning so I can understand the issue. Thanks!

From: Tim Rolfsen <tim.rolfsen@gmail.com>
Sent: Thursday, December 8, 2022 7:13 PM
To: Paul Satterly <psatterly@co.monroe.in.us>
Subject: FW: Paul Satterly

Hi Paul –

We discussed the driveway for 4851 N. Kinser Pike and I was left with the impression that you were open to leaving the current curb cut as long as the set-back, driveway width, and turn in requirements were met. That said, there was an initial meeting to night and a couple of people of the board were concerned about the drive being on W Bell Rd. While I won't be bringing in trucks frequently, those situations will occur, and I think Kinser Pike would be the most appropriate to handle that occasional traffic. I'd appreciate your thoughts.

One last think, there was also a question about whether Bayles Rd. could handle larger trucks, but guessing if that became an issue trucks could come down Kinser or Prow Rd. to Acuff?

Thanks!
Tim

From: [Paul Satterly](#)
Sent: Friday, December 9, 2022 9:31 AM
To: [Tim Rolfsen](#)
Cc: [Ben Ayers](#)
Subject: RE: Paul Satterly

Tim,

A driveway off of Kinser Pike would be acceptable. It would be best to have it located at least 150 ft. from the Bell Road intersection and further if possible.

The Bayles Road bridge near Business 37 North (Walnut St.) will be under construction next year so there will be no weight restrictions on Bayles Road once the new bridge is in service.

Please let me know if you have any questions.

Thanks,

Paul

Paul B. Satterly, P.E.
Highway Engineer
Monroe County Highway Department

501 N. Morton Street, Suite 216
Bloomington, Indiana 47404
psatterly@co.monroe.in.us
Office (812) 349-2554
Cell (812) 361-7918

From: Tim Rolfsen <tim.rolfsen@gmail.com>
Sent: Friday, December 9, 2022 10:51 AM
To: Paul Satterly <psatterly@co.monroe.in.us>
Cc: Ben Ayers <bayers@co.monroe.in.us>; Drew Myers <dmyers@co.monroe.in.us>
Subject: RE: Paul Satterly

Paul –

We also briefly talked about a road north of where we'll be at that is under construction. I'm thinking it was Wylie Rd? If so, will that connect to N. Thompson Ridge Rd. so that while Bayles is under construction they could get off at sample and take Wylie to Kinser? If so, it might not be the best choice, but options are good to have.

Thanks for the follow-up!

Tim

On Dec 9, 2022, at 11:00 AM, Ben Ayers <bayers@co.monroe.in.us> wrote:

Tim,

It might be best to go ahead and apply for the Right of way Activity permit so that we can check sight distance for the existing or proposed driveway entrance to see if the location will work or need shifted to meet sight distance.

Best,

Ben

From: Tim Rolfsen <tim.rolfsen@gmail.com>

Sent: Friday, December 9, 2022 11:27 AM

To: Ben Ayers <bayers@co.monroe.in.us>

Cc: Paul Satterly <psatterly@co.monroe.in.us>; Drew Myers <dmyers@co.monroe.in.us>

Subject: Re: Paul Satterly

OK, I'll get that started. Thanks

Tim Rolfsen

Department Coordination Meeting – February 14, 2023

Planning Staff spoke with the Highway Engineer regarding the Plan Commission's request for a more precise recommendation regarding the petition site's driveway access. Paul Satterly, Highway Engineer, stated that the Highway Department is in support of the petition site's access point off N Kinser Pike. Ben Ayers, Project Manager, at the Highway Department stated he will review the specifics of the driveway's proposed location and make recommendations based thereon. To-date staff has not received an application for a driveway permit so the exact location is undetermined at this point.

Paul Satterly continued with a discussion on the road conditions of nearby roadways. N Kinser Pike was recently reconstructed as part of the I-69 project. Portions of N Kinser Pike begin to narrow as it continues into the City of Bloomington's jurisdiction. Comments regarding this portion of N Kinser Pike should be brought up with the City of Bloomington. A bridge on W Bayles Road is undergoing reconstruction and is expected to be completed around July 1, 2023.

The petitioner shared an email conversation with Andrew Cibor dated Thursday, February 2, 2023, regarding the width and safety of N Kinser Pike within the City of Bloomington's jurisdiction. Mr. Cibor stated that he was unaware of any forthcoming City capital projects in this area of N Kinser Pike and assumed the widening performed on N Kinser Pike was completed by INDOT for the I-69 project. Mr. Cibor conveyed an interest in receiving more information about the trees that are purportedly posing a threat to public safety. If he were to know the location of said trees possibly with pictures, he could have the appropriate city staff look into it.

SITE PHOTOS

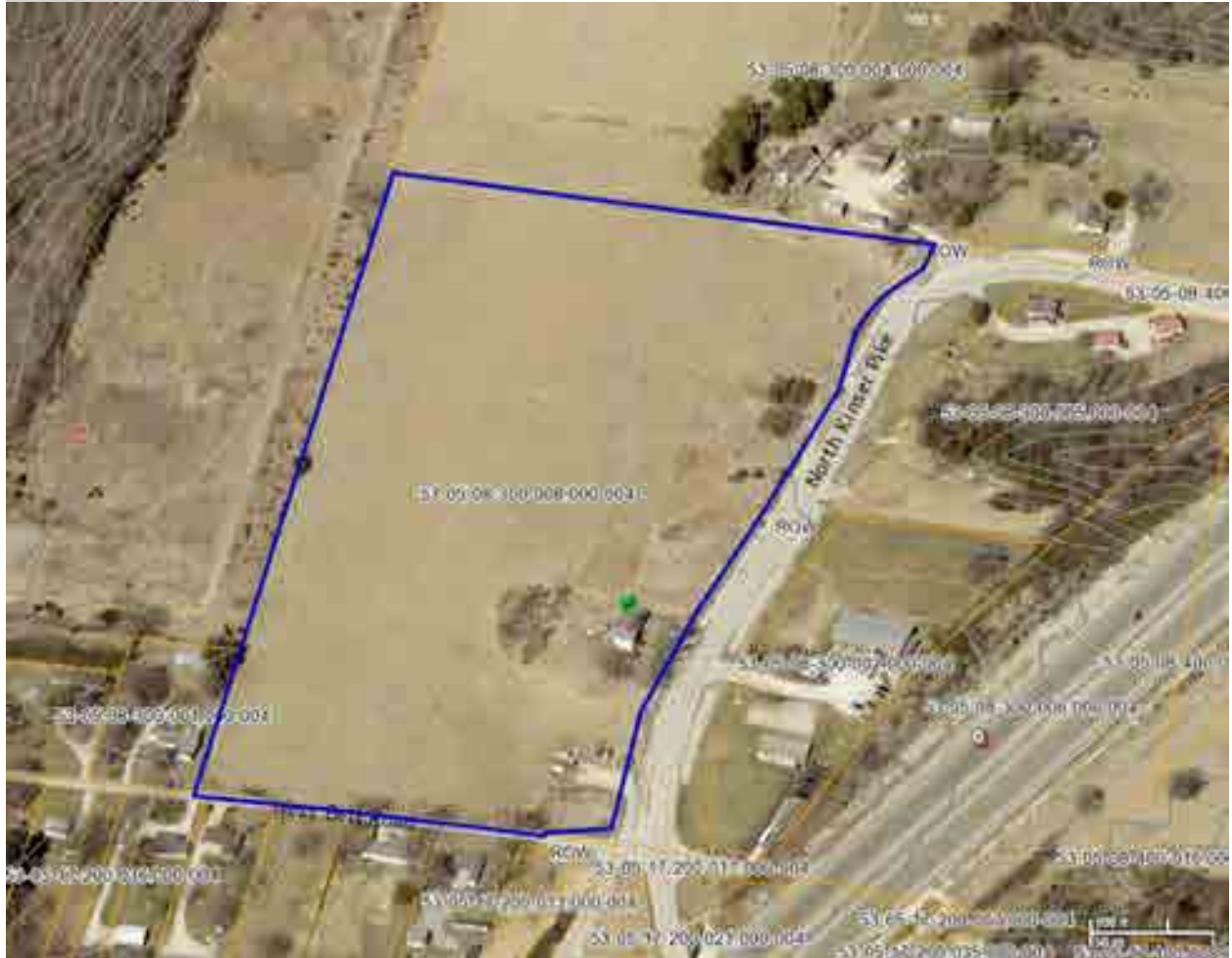


Photo 1. Aerial pictometry from the south (2020)

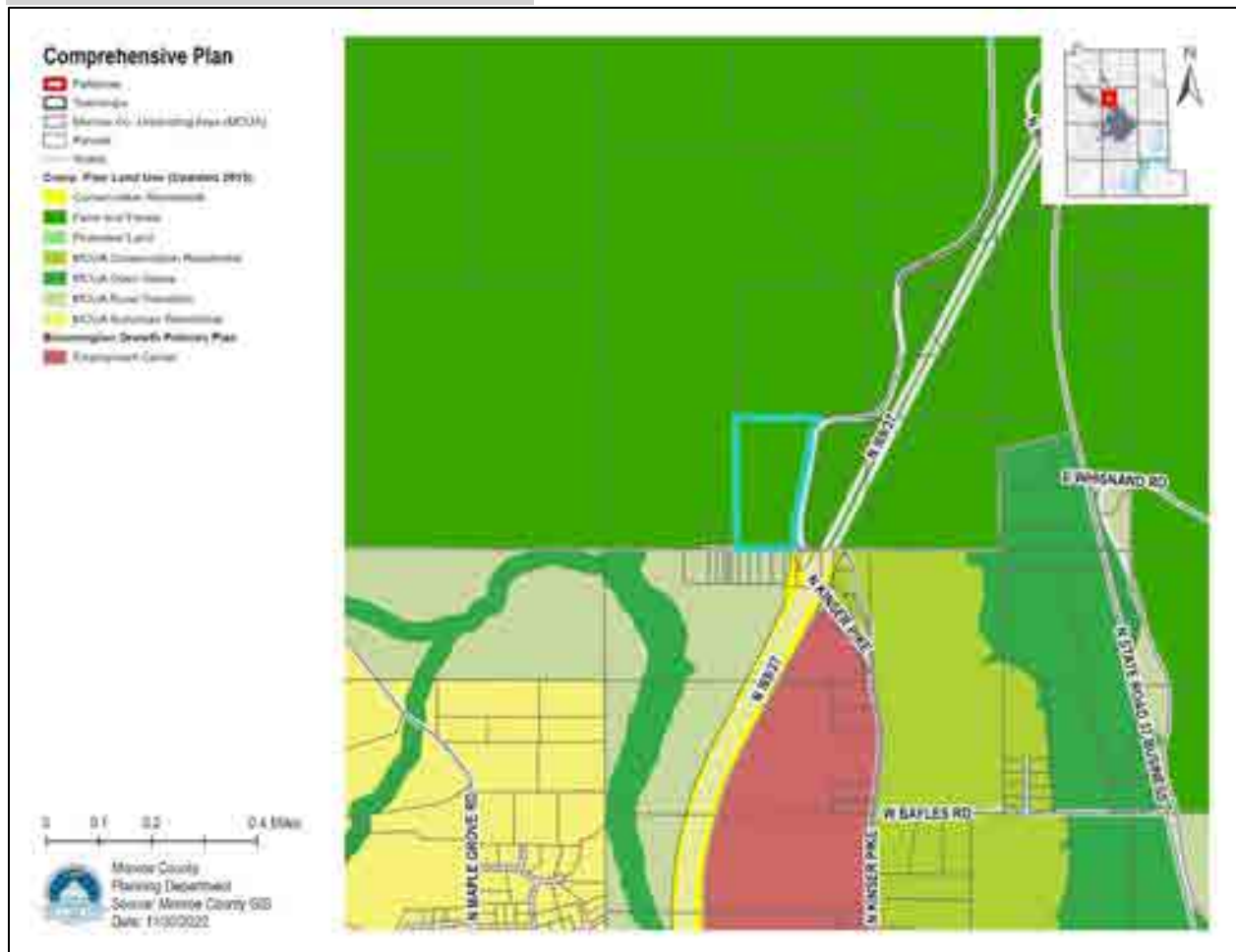


Photo 2: View of W Bell RD frontage – facing east



Photo 3: Aerial pictometry from the south zoomed in (2022)

COMPREHENSIVE PLAN DISCUSSION



The petition site is located within the **Farm and Forest** Comprehensive Plan designation which states:

Farm and Forest:

Much of Monroe County is still covered by hardwood forests, in no small part because of the presence of the Hoosier National Forest, Morgan-Monroe State Forest, Army Corps of Engineers properties, and Griffy Nature Preserve. Much of the low lying floodplains and relatively flat uplands have been farmed for well over 100 years. These areas are sparsely populated and offer very low density residential opportunities because of both adjoining Vulnerable Lands and the lack of infrastructure necessary for additional residential density. This category encompasses approximately 148,000 acres including about 40,000 acres of our best agricultural property located primarily in the Bean-Blossom bottoms and western uplands of Richland Township and Indian Creek Township. It includes private holdings within the state and federal forests.

Farm and Forest Residential also includes the environmentally sensitive watersheds of Monroe Reservoir, Lake Lemon, and Lake Griffy and several other large vulnerable natural features in Monroe County. There are approximately 78,000 acres of watershed area in this portion of the Farm and Forest Residential category. These natural features provide a low density residential option while protecting the lakes and the water supply resources of the County. The Farm and Forest areas comprise most of the Vulnerable Land in Monroe County.

A low residential density is necessary in order to protect associated and adjoining Vulnerable Lands and to sustain particular “quality of life” and “lifestyle” opportunities for the long-term in a sparsely populated, scenic setting. With a few exceptions like The Pointe development on Monroe Reservoir, these areas do not have sanitary sewer services and have limited access on narrow, winding roadways. Those portions not already used for agriculture are usually heavily forested and have rugged topography. They offer unique and sustainable residential opportunities that cannot be replaced.

In reviewing rezoning, subdivision and site development proposals, the County Plan Commission shall consider the following:

- a) Public services or improvements are not expected for these areas within the horizon of this Plan because those improvements require significant investment in roadways, sanitary sewer, private utilities, and public services for which County financial resources do not exist.*
- b) New residential density places additional stress on nearby vulnerable natural features that cannot be mitigated by sustainable practices without additional public expense.*
- c) Low density residential opportunities and their associated lifestyle are scarce resources that are sustained only by our willingness to protect that quality of life opportunity for residents who have previously made that lifestyle choice and for future residents seeking that lifestyle.*

To maintain Farm and Forest property use opportunities an average residential density per survey section shall be established by ordinance. This average density shall preserve the rural lifestyle opportunity of this area and help protect nearby Vulnerable Lands. The grouping of more than four residential units sharing the same ingress/egress onto a County or state roadway shall not occur on rural property in this category. All property subdivided in this category must provide for adequate contiguous Resilient Land to support either two independent conventional septic fields or one replaceable mound system, sufficient space for buildings traditionally associated with this type use must also be available. In addition, public roadways shall not experience less than the Monroe County Level of Service standard designation which exists at the time this Plan is adopted as a result of subdivision. Roadways classified as state Highways, major collectors, or local arterials are exempt from this requirement.

FINDINGS OF FACT - REZONE

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

(A) The Comprehensive Plan;

Findings:

- The Comprehensive Plan designates the petition site as Farm and Forest.
- The rezone request is to change the zone for the petition site from Estate Residential 1 (RE1) to Agriculture/Rural Reserve (AG/RR);
- The current use of the petition site is single family residential;
- If approved the petitioner intends to submit a site plan application to convert the use of the property from single family residential to winery;

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

Findings:

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

Agriculture/Rural Reserve (AG/RR) District. The character of the Agriculture/Rural

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

- The petition site is currently zoned Estate Residential 1 (RE1);
- A commercial driveway permit from County Highway may be required for the purposes of the future site plan proposal;
- The majority of the petition site exhibits slopes less than 12% (see Site Conditions Map);
- The petition site is not located in FEMA or DNR Floodplain;
- The petition site is not located in the Environmental Constraints Overlay (i.e., the Lake Monroe Watershed);
- There is no evidence of karst/sinkhole features present on or near the petition site according to available contour data;

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

Findings:

- See Findings under Section A and Section B;
- The adjacent parcels to the north, east, south, and southwest are currently zoned RE1;
- The larger parcel adjacent to the west **at 1300 W Bell RD was recently rezone from RE1 to AG/RR;**
- Land uses in the surrounding area are mostly residential and/or agricultural;
- There are no known commercial uses directly adjacent to the subject property;

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

Findings:

- Property value tends to be subjective;
- The effect of the approval of the rezone on property values is difficult to determine;

(E) Responsible development and growth.

Findings:

- See Findings under Section A, Section B, and Section C;
- The petition site is one parcel with 19.341 +/- acres;
- The purpose of the rezone is to provide the property owner with the right zoning to pursue a winery use on the property;
- According to the Monroe County Thoroughfare Plan, N Kinser PIKE is designated as a minor collector roadway, and W Bell Road is designated as a local roadway;

EXHIBIT 1: Petitioner Letter & Consent Letter

TANGLEWOOD VINEYARD AND WINERY PETITIONER'S NARRATIVE

We have entered into an agreement to purchase 4851 North Kinser Pike in Bloomington, Indiana, with the sole purpose of establishing a vineyard and winery to be known as "Tanglewood Vineyard & Winery". This request is to rezone the current zoning from Estate Residential 1 to AG2.5 Agricultural Estate, as proposed in the pending ordinance for the purpose of developing it for Agritourism Use and related Variances of Development Standard to accommodate our proposed use.

The Agritourism Use will include a vineyard (15 acres+/-), an 8,000 sq. ft.+/- production/warehouse, a 2,100 sq. ft.+/- tasting room, and an 1,800 sq. ft. +/- equipment building. The production building and warehouse is proposed to include wine processing (i.e., grape crushing, fermenting, aging, case goods storage). The tasting room will provide a relaxed environment for customer tastings and related retail sales, possibly including refrigerated displays for pre-packaged food and snacks.

Tanglewood Vineyards, would operate as under the rules of an Agricultural Event Center defined by Chapter 813, with total capacity of no more than 100 guests, and will host wine tours and small events on the premises which may include live music. The current proposed parking lot will contain 40 spaces.

DocuSign Envelope ID: 8A1D4A0A-1162-400E-85D7-272362E88025



November 7, 2022

To Whom It May Concern:

I, Jeff Brawley, give my written consent for Tim Roffen to proceed with any/all zoning requests/proceedings regarding the property that I own located at 4851 N Kinser Pike, Bloomington, IN 47404.

A handwritten signature in black ink that reads "Jeff Brawley". Below the signature, the name "Jeff Brawley" is printed in a small, black, sans-serif font.

11/7/2022

jeff@thebrawleygroup.com

812-327-5331

LIMEROCK RIDGE WINERY

Option 2 3D Back

02/16/23



LIMEROCK RIDGE WINERY

Option 2 3D Front

02/16/23



LIMEROCK RIDGE WINERY

Option 2 Elevations

02/16/23



② OPT. 2 BUILDING ELEVATION - EAST
10-11-23



① OPT. 2 BUILDING ELEVATION - WEST
10-11-23

LIMEROCK RIDGE WINERY

Option 1 3D Back

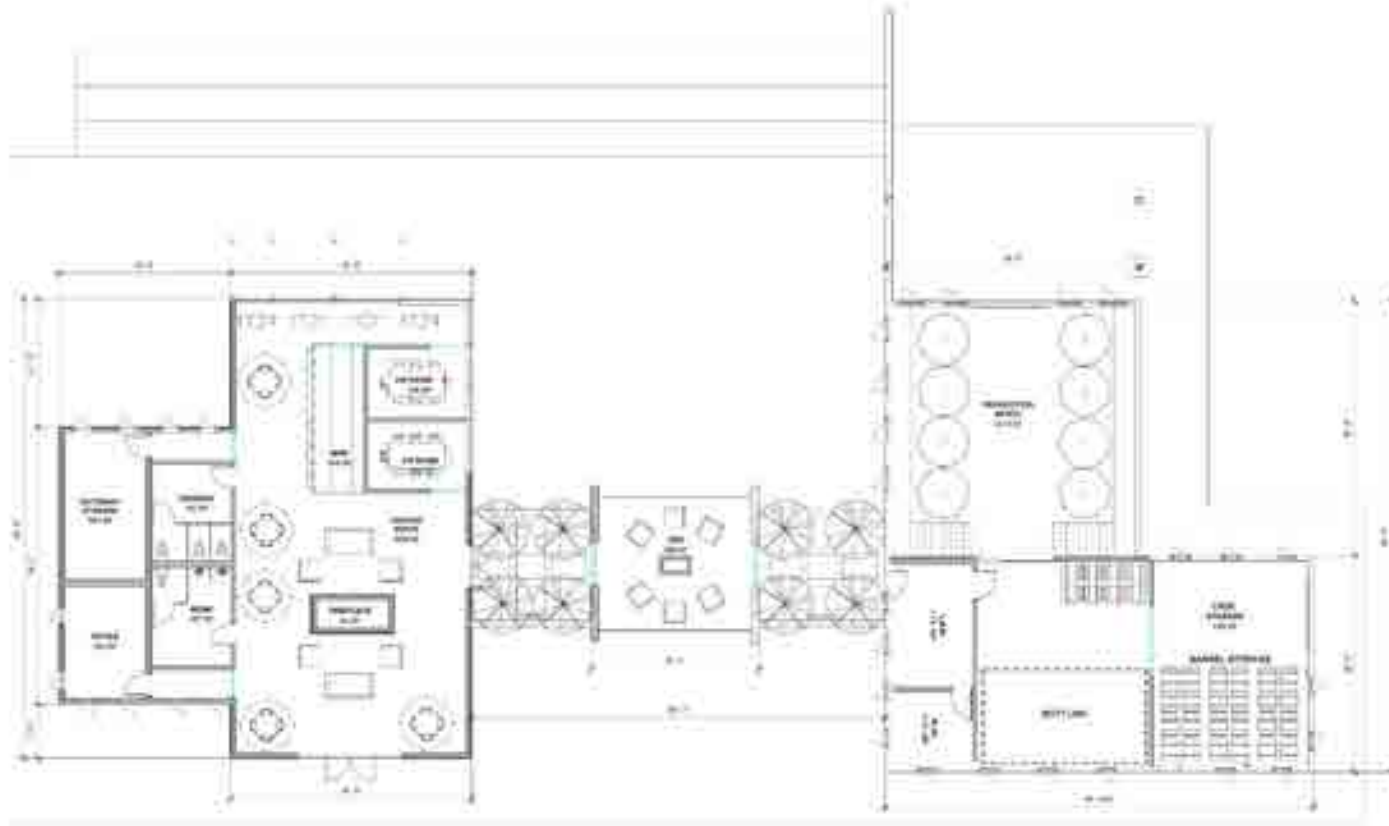
02/16/23



LIMEROCK RIDGE WINERY

Option 2 Floor Plan

02/16/23



LIMEROCK RIDGE WINERY

Option 1 3D Front

02/16/23



LIMEROCK RIDGE WINERY

Option 1 Elevations

02/16/23



LIMEROCK RIDGE WINERY

Option 1 Floor Plan

02/16/23

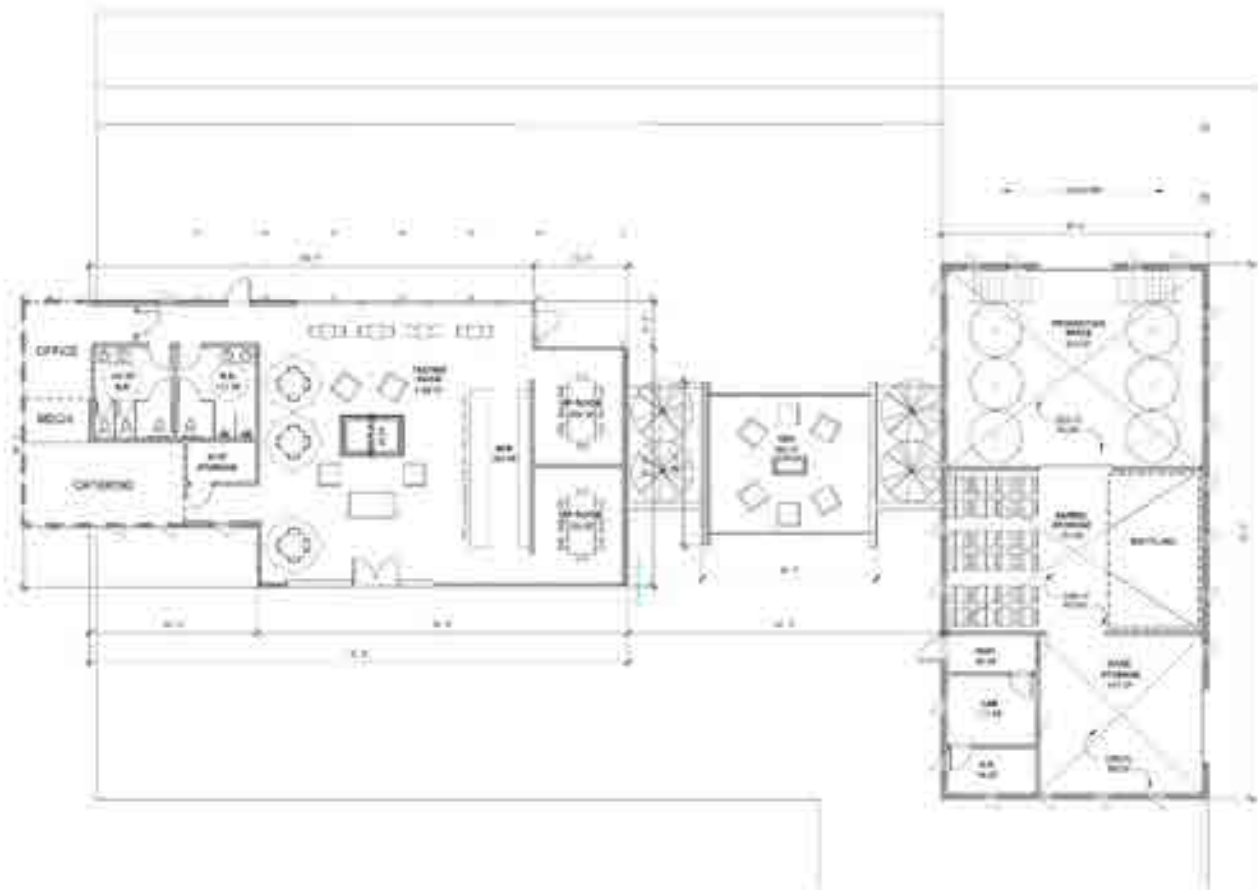


EXHIBIT 3: Uses Permitted in the AG/RR Zone

USES	INTENSITY	ZONES	USES	INTENSITY	ZONES
Agricultural Uses	i	AG	Religious Facilities	H	P
Accessory Use		P	Remote Garbage/Rubbish Removal	H	C
Accessory Structures for Agricultural Use	L	P	Solar Farm	L	C
Agriculture	H	P	Telephone and Telegraph Services	L	P
Agricultural-Related Industry	H	P	Utility Service Facility	M	P
Agricultural Uses-Land Animal	H	P	Wastewater Treatment Facility	H	C
Agricultural Uses-Non Animal	H	P	Water Treatment Facility	H	C
Agritourism / Agritainment (i.e. corn mazes,	H	P	Wired Communication Services	M	P
Aquaculture	M	P	Business and Personal Services	i	AG
Christmas Tree Farm	H	P	Accessory Use		P
Commercial facilities for the sale, repair, a	H	C	Artisan Crafts	M	C
Commercial Non-Farm Animals	M	P	Bed and Breakfast	L	P
Confined Feeding Operations	H	C	Composting Operation	H	P
Equestrian Center	H	C	Greenfill	M	P
Equine Services	L	P	Historic Adaptive Reuse		P
Feed Lot	H	P	Kennel, including commercial animal breeding	H	C
Feed Mill	L	P	Real Estate Sales office Or Model	L	P
Historic Adaptive Reuse		P	Taxidermist	L	P
Horse Farm	L	P	Temporary Seasonal Activity	M	P
Nursery/greenhouse	H	P	Tourist Home or Cabin	L	P
Orchard	H	P	Veterinary Service (Indoor)	H	C
Pick-your-own operation	H	P	Veterinary Service (Outdoor)	M	C
Roadside farm stand, Permanent	M	P	Retail and Wholesale Trade	i	AG
Roadside farm stand, Temporary	L	P	Accessory Use		P
Stockyard	H	P	Agricultural Sale Barn	H	P
Winery	H	P	Fruit Market	L	P
Accessory Apartments	L	P	Garden Center	H	C
Accessory Dwelling Units	L	P	Historic Adaptive Reuse		P
Accessory Livestock	L	P	Automotive and Transportation	i	AG
Accessory Use		P	Automobile Repair Services, Minor	H	C
Guest House	L	P	Historic Adaptive Reuse		P
Historic Adaptive Reuse		P	Accessory Use		P
Home Based Business	L	P	Camping Facility	H	P
Home Occupation	L	P	Historic Adaptive Reuse		P
Residential Storage Structure	L	P	Park and Recreational Services	H	C
Single Family Dwelling	n/a	P	Private Recreational Facility	H	C
Temporary Dwelling	L	P	Recreational Vehicle (RV) Park	H	C
Two Family Dwelling	n/a	P	Manufacturing, Mining	i	AG
Public and Semipublic	i	AG	Accessory Use		P
Accessory Use		P	Historic Adaptive Reuse		P
Cemetery	H	P	Sawmill	H	C
Governmental Facility	H	P	Wood Products	M	C
Historic Adaptive Reuse		P			

EXHIBIT 4: Uses Permitted in the RE1

Estate Residential 1 Permitted and Conditional Uses	
Monroe County Zoning Ordinance Chapter 802 & Chapter 833	
USES	RE1
Bed and breakfast	C
Cemeteries	P
Churches	C
Crops and pasturage	P
Day care centers	C
Fire stations	C
Golf courses	C
Historic adaptive reuse	C
Home occupations	C
Parks and playgrounds	P
Police stations	C
Public libraries/museums	C
Rehabilitative facilities	C
Residential care homes for developmentally disabled individuals	P
Residential care homes for mentally ill	P
Residential care homes for up to five individuals, other than the developmentally disabled	P
Schools	C
Single family detached dwellings	P
Swim clubs	C
Tennis clubs	C
Utility substations and transmission facilities	P

(I) Use Intensity
(P) Permitted
(C) Conditional
(RE1) Estate Residential 1

Created December 2019

EXHIBIT 5: Petitioner's Response to PRC

Wine Making and Trucks –

A board member expressed concern that Bayles Rd. couldn't handle truck traffic for all of the juice we will be purchasing. As a point of reference, we had the largest dumpsters available from Republic Services dropped at the property. Our neighbor to the north owns a trucking business and regularly runs tri-axle dump trucks up and down Kinser Pike.

According to Highway Engineer Paul Satterly, the Bayles Road bridge near Business 37 North (Walnut St.) will be under construction next year so there will be no weight restrictions on Bayles Road once the new bridge is in service. Alternate routes, including the one used by Republic Services to place their dumpsters (about eleven round-trips) on the property, are:

I-69 to E Indiana 45 Bypass to Kinser Pike (Gourley Pike to Arlington to Prow, then Acuff has also been used).

The newly completed Sample Rd. to Simpson Chapel Rd. to Bottom Rd./Kinser Pike, will also accommodate similar truck traffic.

Regarding the use of trucks, it will be necessary to purchase juice and grapes from select growers since it will take at least three years from our 2024 plant date to harvest our own fruit. As with all wineries, purchasing fruit and juice is necessary since owning enough land to plant vines to support more than very small-scale production would be prohibitive. To put this into context, Oliver Winery's Creekbend Vineyard in Ellettsville is approximately 75 acres of vines and yields enough fruit to make about 37,000 gallons of wine. When they were purchased in 2018 they were producing nearly 2 million gallons of wine, so the rest had to come from growers, and was delivered either as fruit from California or juice from the Lake Erie and Finger Lakes regions (NY). Their fermenting tanks hold up to 116,000 gallons of wine each. Our largest will be no more than 5,000 gallons.

Our goal is to produce, at most, 25,000 cases per year, and will take 10+ years to hit that target. If we do, that translates to 60,000 gallons/year, about 3% of what is produced by Oliver four years ago. Our proposed 14 acres will yield enough fruit to produce approximately 6,800 gallons of wine. Fermentable juice purchased by other growers will likely be delivered in 330 gal totes or by small, refrigerated trucks (think 40 ft box truck).

Noise and Nuisance

The facility will be a farm winery, and per the description of what is allowed, and given the size parcel (19.34 acres), will be designed to accommodate up to 100 people. There may be music, though the latest that would occur is during standard tasting room hours, which would likely be 11:00 am – 6:00 pm. While we may choose to offer private events beyond those hours, it will not include loud music. My request to highway engineers that we keep the drive to the property on Kinser Pike is not only to ensure the safety of our visitors, but also to keep from being a nuisance to neighbors on W Bell Rd.; that desire to coexist extends to noise as well. That request has been approved.

Indiana Winemaking Neighbors

Finally, a person suggested that grapes don't grow in Indiana, so we'd need to import all of our juice, which led to the discussion about road capacity. I'm fairly confident that this concern is not germane to the question of zoning, but Indiana has several growers of grapes, and many in the northern half of the state where it is much colder. Closer to our chosen location is Oliver, Butler, Huber, and several others. FWIW, I've had conversations with Yvan Quirion, owner of Domaine St.-Jacques, located near Quebec City, Canada, who successfully grows chardonnay, merlot, cabernet sauvignon, and cabernet franc. We have plenty of heat accumulation during the growing season to support robust growth of wine grapes, we just need to be mindful of the humidity that can cause powdery mildew and mold. That's why, like all Midwest growers, we will have a weekly spraying program.

EXHIBIT 6: Monroe County Thoroughfare Plan – Adopted 12/12/2018

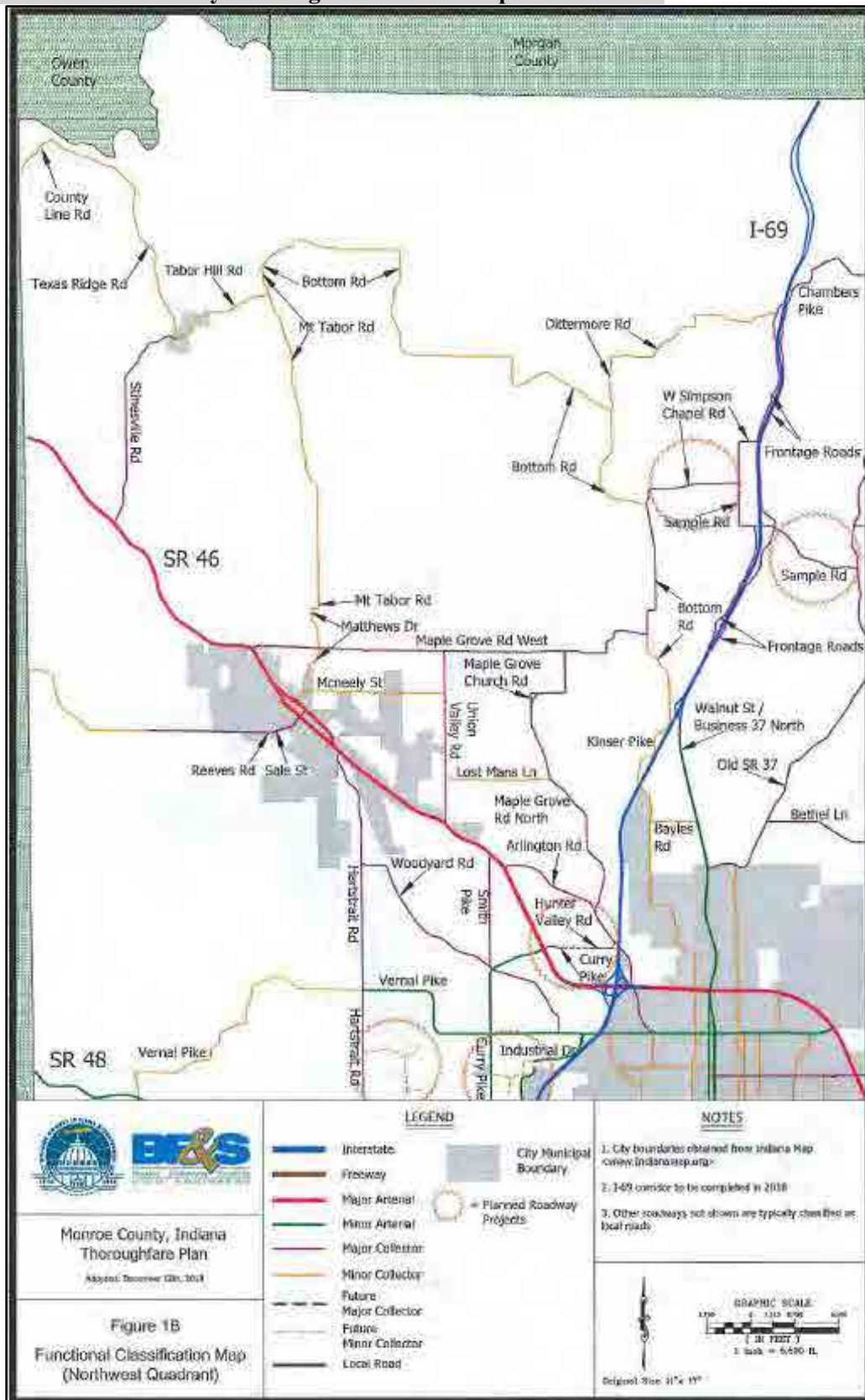


EXHIBIT 7: Petitioner's Kinser Pike Road Width & Crash Data Narrative

Kinser Pike Road Width:

- The neighbor petition claims that Kinser Pike is only 16' wide between the white lines.
- The attached map, Exhibit A, confirms the 16' wide area in question is limited to a 0.3-mile stretch that runs north/south between Bayles Rd. and the driveway at 4755 N Kinser Pike.
- 4755 N. Kinser Pike Driveway is located 0.2 mile south of I-69 (Exhibit B).
- North of 4755 N Kinser Pike the road widens to 21'-22'.
- South of Bayles Road, Kinser Pike maintains a road width of 18'-18.5', about average for most older roads.

Alternate Routes to 4851 N. Kinser Pike

- In addition to travel along Bayles Rd. and Kinser Pike from N. Walnut St., visitors can choose to exit at Sample Rd. (Exhibit D), and use the newly rebuilt Simpson Chapel Rd. The trip is approximately 8 minutes, vs. 6 minutes using I-69 to Walnut/Bayles/Kinser.
- Visitors can also choose to travel north on Kinser Pike from the I-69/SR 45 interchange, or from Bloomington (Exhibit E).

Traffic Accident Data – In three Annual Monroe County Motor Vehicle Traffic Crash Summary reports prepared by the Monroe County Highway Department, spanning 2016-2021, Kinser Pike received no mention. Data in all three reports reflects crash rates as low as two per year. Topics in the reports include:

- **Table 4.** Number of Alcohol Related Crashes.
- **Table 9.** Intersections with the Highest Number of Crashes.
- **Table 7.** Top 20 Roads for Number of Crashes

Wine Served in Tasting Rooms – It's about tasting and comparing, not consuming.

- Wine bottles contain 750ml, or (25.4 oz).
- For personal consumption, a bottle generally yields about four 6 oz glasses.
- The average pour size at a tasting room is approximately 1 oz.
- Most tasting rooms offer five wines, totaling 5 oz, less than the average glass size of 6 oz.
- From Jennifer Quail, Tasting Room Manager at Domaine Berrien Cellars

"At most wineries like the one I work at, by the time a guest has finished, they will have had a glass's worth, or a little less. The object is to try a few different wines (five is average around here). In any situation, the goal is to taste; not drink..."

- For comparison purposes, which is what a tasting room is all about, Master Sommelier Andrea Robinson recommends a one-ounce pour.
- From another winery owner,

"One ounce is more than enough for evaluating, but there's another reason to limit the pour size in a winery tasting room: 4 tastes at 2 ounces equals one glass short of half a bottle of wine; the taster does that at a few wineries and what do you think the result will be?

It's good judgment to keep tastes in the tasting room below 1 ounce...

In my opinion, unless the winery's aim is to promote drinking rather than sampling, it's poor business judgment to worry that you might look cheap."

- From travel website Afar.com, "Basic tastings last about an hour, while more involved tastings can go anywhere from 90 minutes to two or three hours. Hosts are trained to pace the tastings slowly to keep everyone relaxed. Remember that you don't have to drink every drop..."
- From Healthline.com and Alcohol Beverage Commission of California -

About five percent of the alcohol consumed leaves the body through urine, sweat glands, and breathing. Most of the alcohol must be broken down (metabolized) by the liver to remove it from the system. The liver metabolizes alcohol at a very constant rate, approximately one drink per hour, if there is excessive alcohol in the blood, the liver cannot speed up the detoxification process. The unmetabolized alcohol just continues to circulate in the bloodstream. This is intoxication - when there is a buildup of alcohol in the system.

healthline

Health Conditions

Discover

Plan

Connect

What is a standard drink?

A standard drink[®] is an estimated 0.6 ounces or 14 grams of pure alcohol. The amount of alcohol in common beverages includes:

oz	drink	alcohol content
12	beer	5%
8	malt liquor	7%
5	wine	12%
1.5	80 proof (40% alc/vol)	40%

Winery Traffic

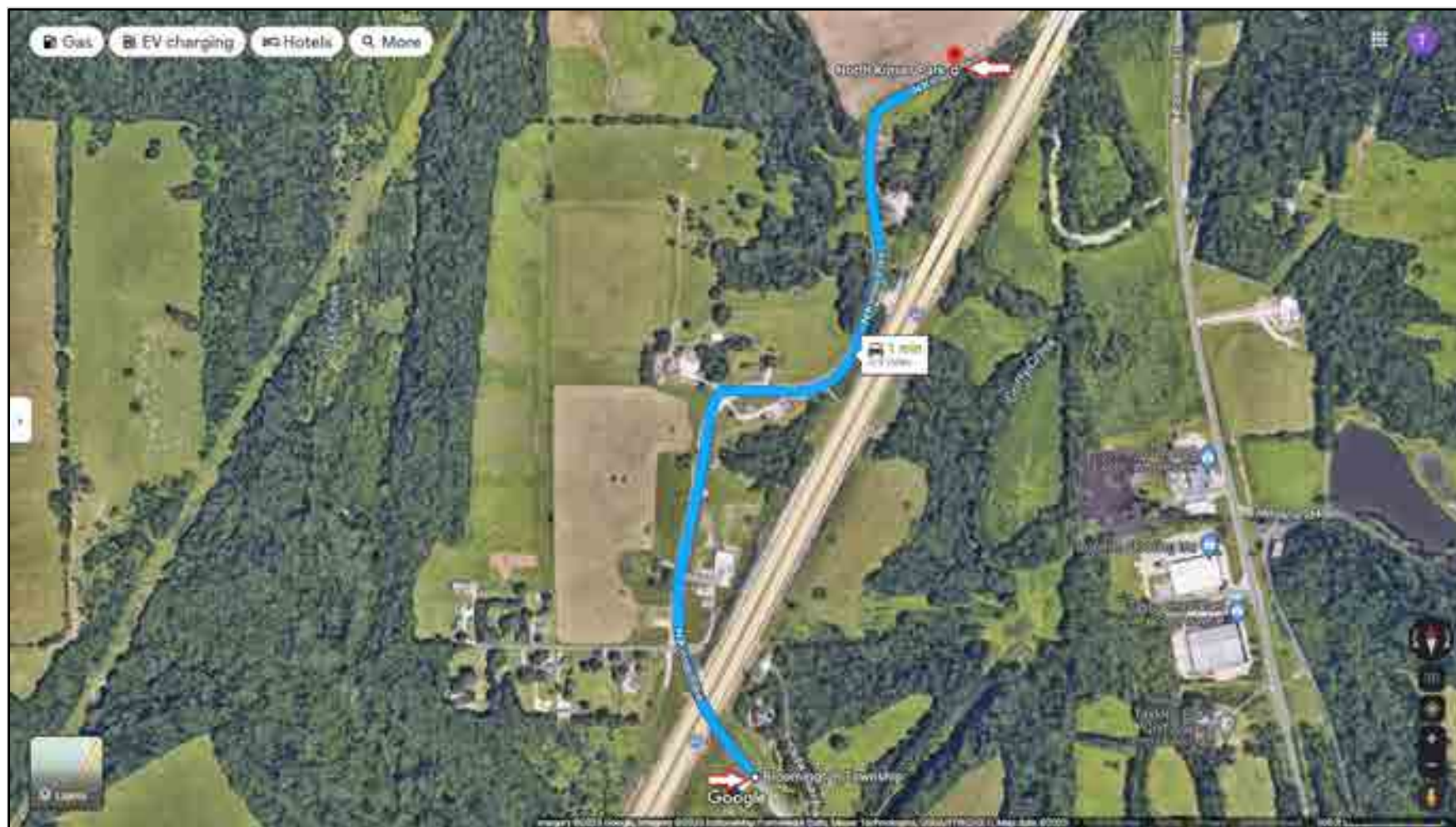
- According to statistics published by Purdue in 2017, Indiana's 92 wineries served approximately 630,000 visitors, an average of 6,848 per winery annually. On a weekly basis, the simple average is 132 visitors. At two visitors per vehicle, average weekly traffic would increase by 61 cars, or an average daily increase of nine cars.
- Huber Winery and Oliver have, by some estimates, hosted over 100,000 annual visitors each. On that basis, the average volume of visitors to the remaining 90 wineries drops by approximately 30%, to an average of 4,778 annual visitors. This translates to 92 weekly visitors, an assumed increase of 46 cars per week, or slightly more than six cars per day.



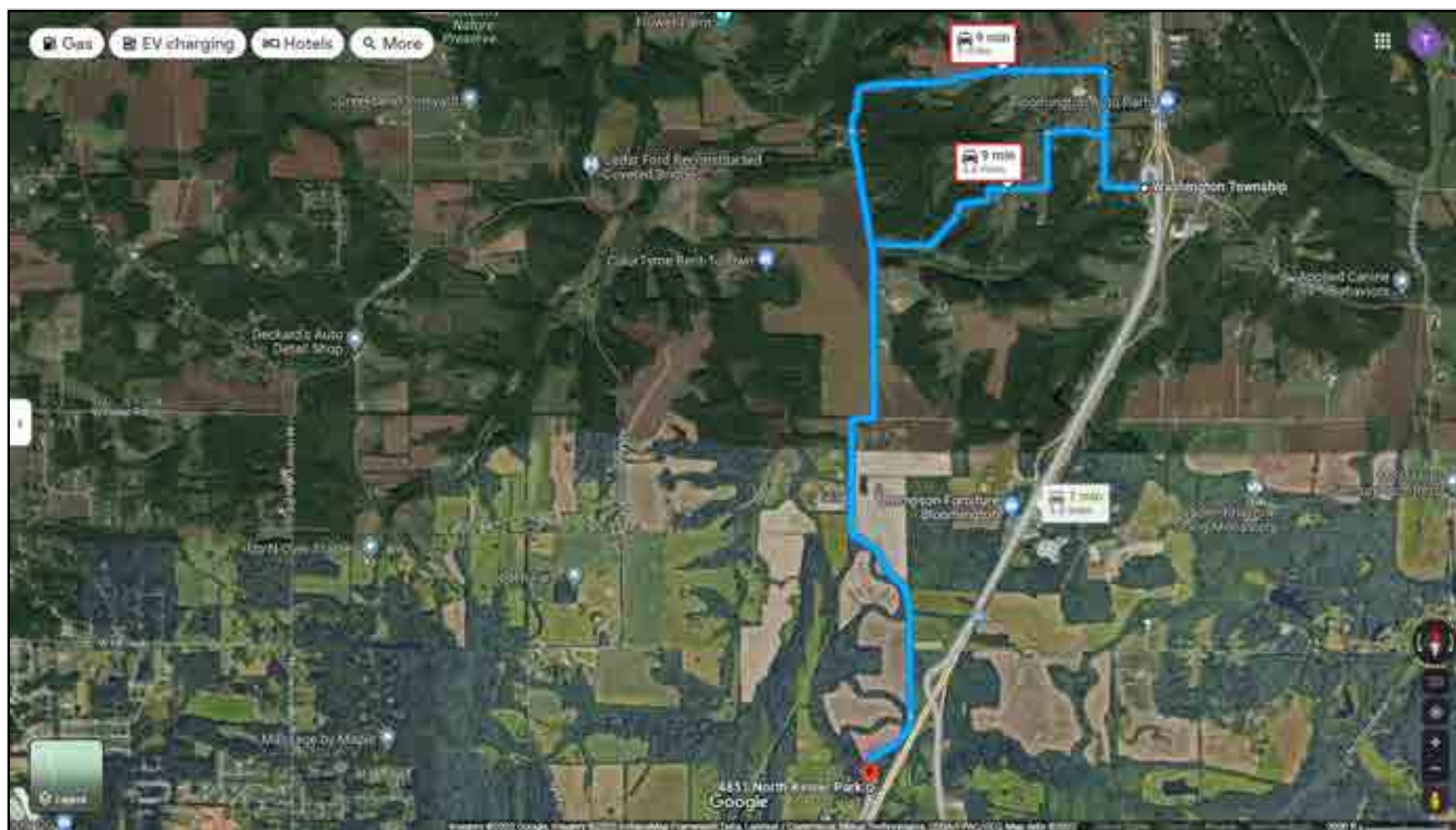
Petitioner's Exhibit A.



Petitioner's Exhibit B.



Petitioner's Exhibit C.



Petitioner's Exhibit D.

EXHIBIT 8: Monroe County Motor Vehicle Crash Summaries

1. Motor Vehicle Traffic Crash Summary January 2016 – December 2018
https://www.co.monroe.in.us/egov/documents/1562955319_49857.pdf
2. Motor Vehicle Traffic Crash Summary January 2017 – December 2019
https://www.co.monroe.in.us/egov/documents/1617388918_98651.pdf
3. Motor Vehicle Traffic Crash Summary January 2019 – December 2021
https://www.co.monroe.in.us/egov/documents/1662724561_04271.pdf

EXHIBIT 9: Letters of Support/Opposition

From: [Michelle Rogers](#)
To: [Planning Office](#)
Cc: [Jill Thomas](#)
Subject: Comments on REZ-22-12
Date: Wednesday, January 18, 2023 1:31:02 PM

My name is Michelle Rogers, and I live at 1248 W. Bell Road. I am writing in response to Commissioner Thomas's request at the close of the meeting on January 17, 2023 for further comment in opposition to the rezoning request to build a winery on Kinsler Pike (REZ-22-12). As suggested in the meeting, I am sending to this address so this information can be shared with members of the Plan Commission.

Although close to I-69, West Bell Road, is a quiet little corner of rural living. Neighbors wave to one another, and there is little traffic on our dead end road. Last summer, my grandson and I had a nightly routine of riding up and down the street on his bike. Neighbors knew to look out for him, and when someone passed, we just got to the side of the road, and the motorist would wave, and oftentimes say hello to Luke. Here is a link to a video of us doing that this past summer. (I apologize for the commentary, and suggest you might want to watch sound-off ☺)
<https://www.facebook.com/michelle.rogers.5825/videos/5115572315061982> I think the video (taken looking down Bell Road toward Kinsler Pike) gives you a good feel for the area. Any extra traffic would definitely make this kind of thing not possible. Even if the entrance was off of Kinsler Pike (which, the suggestion to put it on Bell Road is absurd, and I hope that is nixed for good), it is probable that cars could find their way to us.

I've also attached a photograph I took of my daughter on her 16th birthday. As you can see, the white house in the background is the one that has been torn down, and where the winery is proposed to sit. Again, this is not meant to show off my kid, but just more to get a sense of our surroundings. For some of us, it will very nearly be in our backyards. And although the closest to us will be the vineyards, how do we know what goes into maintaining a vineyard. Will there be heavy machinery? Pesticides in the air? I also wonder what effect that will have on the rabbits and mice. Does that push more of them our way?

Overall, I think it is a bad idea, and is not worth it when you consider the negative impacts to residents in the area. We've seen what is happening in other cities like ours (and even in our own). It would be nice if an area could just be kept nice and quiet. Also, I do not believe that the sole business of the winery is as stated – Tasting hours Thurs-Sunday from 11-6. To be profitable it would seem that there would be an eye toward hosting events. These would probably occur later in the evening. I wouldn't want to encounter a bunch of drunk wedding guests leaving the venue late at night. And I don't believe that it will raise any property values, as suggested by the developer. Even so, I don't think that is even much of a concern for folks on Bell Road. Most seem pretty situated. I invite you to drive out to the area and experience it for yourself. I hope you'll find that this location is just not suited for a winery. (Or really any business) for that matter. I feel the concerns far outweigh the benefits.

Thanks for your time!

From: Peter Bellessis <pbellessis@montrose.com>

Sent: Sunday, January 29, 2023 1:39 PM

To: Jacqueline N. Jalen <jnalen@montrose.com>; 002341@gmail.com

Subject: re: Upcoming February plan commission meeting on the proposed winery intended and unwanted on this plot of land in NW Montrose County

Dear Jackie,

Thank you very much for approaching both my wife, Jana, and I after the meeting. Paul Greene has again, door to door, requested me email him a list of concerns and as our very own "community organizer", he has worked tirelessly to call attention to this developer's intentions for his recent purchase in Northwest Montrose County.

I was going to try and email Julie Thomas but cannot find email contact information for her on the website listed on your business card. Perhaps you can help with that in a reply?

I am glad, even though three minutes was very little time to speak, I was able to call attention to what a long-term resident of the property directly across the street from this proposed development feels about this needless business idea from someone whom does not have area residents' best interests in mind.

There are many facets to this development that truly will disrupt life as we know it. The developer most certainly to his advantage downplayed the significant risk of having this increase of *in* and *out* traffic at this location. There are a myriad of dangerous reasons why this will not work. Regardless of where his entrance is located this road, Ninnear Pike, is a fast moving corridor for local traffic and the danger of traveling North around an uphill left hander to both lanes being blocked (delivery vehicle) is daunting to say the least.

A popular area for both Indiana University cyclists and local enthusiasts this road is used by them frequently and I shudder to think of "non-local attitudes" at their presence as they can and often do use the entire lane of traffic as they are legally entitled to do so. I have so much to say about this and am typing extemporaneously at the moment so perhaps a second email to you where I can better organize my thought process is in order here, Jackie.

From the noise to light pollution this location will create to the true wildlife disruption it is sure to cause, I have personal experience with inebriated drivers and am a motorcyclist who does not want to hear "I did not see him", or "he was going too fast" as replies to an accident from a patron of this establishment who failed to take into account the higher alcohol content of the wine they will be serving at this winery and/or unfamiliarity with the surrounding roads and area they have maybe visited for the first time.

This developer and I attempted to debate at the meeting and I am sorry for this as it was not the venue for that but I am passionate about my hometown and we are truly grateful for the quiet nature of this area and with a near doubling of our rent upon our return in May of 2022 (we have rented at this property since we first left Los Angeles in September of 2009) the year spent owning our own rural property in Delaware had us longing to return to 1084 W. Bell Road.

I will be hoping for a response from you. Thanks for reading if I have you thus far.

Respectfully,

Peter K. Bellessis

From: Peter Bellessis <petekosmas@yahoo.com>

Sent: Sunday, January 29, 2023 1:39 PM

To: Jacqueline N. Jelen <jnester@co.monroe.in.us>; L025241@att.net

Subject: re; Upcoming February plan commission meeting on the proposed winery unneeded and unwanted on this plot of land in NW Monroe County

Dear Jackie,

Thank you very much for approaching both my wife, Jana, and I after the meeting. Paul Greene has again, door to door, requested me email him a list of concerns and as our very own "community organizer", he has worked tirelessly to call attention to this developer's intentions for his recent purchase in Northwest Monroe County.

I was going to try and email Julie Thomas but cannot find email contact information for her on the website listed on your business card. Perhaps you can help with that in a reply?

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~continued on next page.

There are many facets to this development that truly will disrupt life as we know it. The developer most certainly to his advantage downplayed the significant risk of having this increase of *in and out* traffic at this location. There are a myriad of dangerous reasons why this will not work. Regardless of where his entrance is located this road, Kinser Pike, is a fast moving corridor for local traffic and the danger of traveling North around an uphill left hander to both lanes being blocked (delivery vehicle) is daunting to say the least.

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From the noise to light pollution this location will create to the true wildlife disruption it is sure to cause, I have personal experience with inebriated drivers and am a motorcyclist who does not want to hear "I did not see him", or "he was going too fast" as replies to an accident from a patron of this establishment who failed to take into account the higher alcohol content of the wine they will be serving at this winery and/or unfamiliarity with the surrounding roads and area they have maybe visited for the first time.

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I will be hoping for a response from you. Thanks for reading if I have you thus far.

Respectfully,
Peter K. Bellessis

From: Jana Hasty <jana.hasty@gmail.com>
Date: Wed, Feb 15, 2023 at 6:48 PM
Subject: Case # REZ-22-12
To: <jhasty@commonroe.in.us>, <rdymers@commonroe.in.us>

Thank you both for listening to our concerns about the proposed Winery, corner of Kinser Pike and W. Bell Road

- 1) A substantial increase in traffic on Kinser Pike.
- 2) Kinser Pike is the access road to Bloomington High School North. Many young drivers drive to school and could potentially encounter winery traffic of inebriated drivers.
- 3) BHSN cross country runners run on Kinser Pike during their training season.
- 4) Kinser Pike is a training route for the IU Little 500 (April) and Hilly Hundred each October.
- 5) We have lived on W. Bell Rd for 37 years and enjoy no crime and limited traffic on our little dead-end road. The winery could potentially bring people down our road (even though it says dead end we get the random lost car) and crime.
- 6) Potentially increase our chance of annexation, which Paul Greene and other homeowners fought so hard against and won.
- 7) With the rezoning, should the winery fail or the developers change their mind, the list of other options is troubling as well.
- 8) From a previous survey within the last 5 years, (could probably get that information) it was determined that there WERE sinkholes. I am not sure where the developer got their information.

Again, thank you for your time and consideration.

-
Jana Hasty & Bob Hasty
Birth Doula,
Licensed Massage Therapist &
Reiki Master/Practitioner
(812) 361.4271

EXHIBIT 10: Draft Written Commitment

COMMITMENT CONCERNING THE USE AND DEVELOPMENT OF REAL ESTATE

Norvesco Real Estate Partners, LLC, an Indiana limited liability company ("Owner"), makes the following commitment to the Monroe County Plan Commission (the "Commission") regarding the use and development of the following described real estate in Monroe County, Indiana (the "Real Estate"):

Section 1: Real Estate.

Tract Number: 33-05-08-300-000.000-004 (012-02070.00)

Acreage: 19.34 acres

Deed Reference: Instrument Number 2022016875, recorded in the Office of Monroe County, Indiana on _____

Section 2: Case Number.

REZ-22-12, Rezone Application

Section 3: Statement of Commitment.

- a. Owner is the sole owner of the Real Estate.
- b. On final approval of petition REZ-22-12, covenants, conditions, and restrictions are imposed on the Real Estate as follows:

Uses: Uses of the Real Estate shall be as permitted as shown for the AG/RR zone, Table of Permitted Uses, Chapter 802, Monroe County Zoning Ordinance, subject to the following restrictions:

The following uses will not be permitted on the Real Estate:

1. AGRICULTURAL USES
 - a. Commercial facilities for the sale, repair, and service of agricultural equipment, vehicles, feed, or supplies
 - b. Feed Mill
 - c. Stockyard
 - d. Two Family Dwelling

- 2. AUTOMOTIVE & TRANSPORTATION
 - a. Automobile Repair Services
- 3. PUBLIC AND SEMIPUBLIC
 - a. Cemetery
 - b. Governmental Facility
 - c. Remote Garbage/Rubbish Removal
 - d. Utility Service Facility
 - e. Water Treatment Facility
- 4. BUSINESS AND PERSONAL SERVICES
 - a. Real Estate Sales Office or Model
 - b. Taxidermist
 - c. Veterinary Service (Indoor)
 - d. Veterinary Service (Outdoor)
- 5. AMUSEMENT AND RECREATIONAL
 - a. Recreational Vehicle (RV) Park
- 6. MANUFACTURING, MINING, CONSTRUCTION & INDUSTRIAL
 - a. Sawmill
 - b. Wood Products

Section 4: Additional Restrictions & Operational Guidelines

- a. Hours of farming and winery operations, including but not limited to crop management, irrigation, harvest, fruit processing, production, shipping/receiving and maintenance, are unrestricted and as needed.
- b. The winery will host special events, including, but not limited to:
 - 1. Seasonal festivals
 - 2. Charitable events
 - 3. Art fairs
 - 4. Meetings, events, and other private gatherings
- c. Not more than twice each month, the winery will host outdoor live music events to be held Friday, Saturday, and/or Sunday.
- d. Outdoor music for all the special events will last no later than 8:00 p.m. and shall be managed in compliance with Chapter 380 of the Monroe County Noise Ordinance.

Section 5: Authorization for Signature

Tim Rolfsen certifies that he is president and managing director of, and duly authorized and empowered, for and on behalf of Owner to execute this Commitment Concerning the Use and Development of Real Estate.

Section 6: Binding Effect

- a. This commitment is a condition of approval of the proposed winery, Petition Number REZ-22-12. Failure to honor this commitment shall constitute a violation of the zoning ordinance and shall be subject to the penalties for the violation in addition to all other enforcement remedies.
- b. This commitment is binding on the Owner of the Real Estate, subsequent owners and each person acquiring an interest in the Real Estate, including tenants and lessees.
- c. This commitment may be modified or terminated only by approval of the Monroe County Plan Commission.

Section 7: Effective Date

The commitments contained herein shall be effective only upon recording of the approval of the rezoning of parcel 53-05-08-300-008.000-004, AKA 4851 N. Kinser Pike, Bloomington, IN 47404, to AG/RR.

Section 8: Recording

This Commitment shall be recorded by or on behalf Owner, and upon failure to do so the Director of the Monroe County Plan Commission is authorized to record this commitment in the Office of the Recorder of Monroe County, Indiana at the expense of Owner. The Owner shall submit a copy of the recorded Commitment bearing the recording stamp of the Recorder of Monroe County, Indiana, to the Monroe County Planning Department.

Section 9: Enforcement

This Commitment may be enforced by the Monroe County Plan Commission as defined by the Monroe County Plan Commission rules and procedures.

[Signature Page Follows]

IN WITNESS WHEREOF, Norvesco Real Estate Partners, LLC has caused this Commitment to be executed as of the _____ day of March 2023.

NORVESCO REAL ESTATE PARTNERS, LLC

By: _____
Tim Rolfsen, Member/Managing Director

STATE OF INDIANA)
) SS
COUNTY OF MONROE)

Before me, a Notary Public in and for said county and state, the _____ day of March 2023, at which time by Tim Rolfsen, Member and Managing Director of Norvesco Real Estate Partners, LLC, an Indiana limited liability company, personally appeared and acknowledged the execution of the above and foregoing.

My Commission Expires _____
Notary Public

(Printed Name)
A Resident of _____ County

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law: Sarah E. Jones, Esq.

This instrument prepared by: Sarah E. Jones, Esq., Krieg DeVault LLP, 12800 North Meridian Street, Suite 300, Carmel, Indiana 46032

EXHIBIT 11: Brick & Corbett Real Estate on Home Values

Why the Northern Michigan Wine Culture is Good for Homeowners

If you're a northern Michigander, you probably get a lot of requests from your out-of-town friends to come to visit, especially in the summertime. And honestly, who can blame these friends? We've got some of the most spectacular water, fantastic restaurants, and a ton of things to do both in town and out and about.

If we had to guess what one of the items on your guests' must-do lists is, especially if you live near the Old Mission or Leelanau peninsulas, we'd put wine tasting and touring near the top.

The winery scene in Northern Michigan has been around for more than 50 years, and has become even more vibrant and attractive as the years have gone on. Staples on the Old Mission peninsula like Chateau Grand Traverse and relative newcomers like Bonobo provide lovers of great wine, tasty food, and beautiful vistas more than a full weekend worth of activities.

But, are these businesses actually good for local property owners? Absolutely.



Local Wineries Are Good For Property Owners



Wineries and local wine culture can play a big role in benefiting local homeowners, from increasing the tax base, raising property values by proximity, and supporting a local economy that ultimately supports the local home buyers and sellers.

Stabilizing the Tax Base

Local wineries increase the tax base for local communities by paying business taxes on land that, while used for

agricultural purposes, is used in a way that is very friendly to neighbors. When you have an area with a diversified mix of business and residential taxes, you stabilize the tax base, allowing the local and regional governments to do better planning when it comes to infrastructure support and other community-benefiting projects.



Higher Community Property Values



Living next door or near a winery is not like living next door or near a traditional business, or even a standard agricultural business. Ask anyone who lives next door to a winery and they'll tell you that most of the time it's like living next door to a Buddhist temple.

Grapewines and the grapes themselves require delicate care by both machinery and people, so unlike traditional agriculture the fields are treated with an extra level of reverence and care, many tasks being performed by hand. (It is unlikely you'll hear the roar of a tractor early in the morning when you live next door to a winery.)

Also, fields of grapes are just aesthetically beautiful to look at. For the same reason that views of the water, views of the golf course, or views of the city skyline will raise your property value, views of rolling fields of grapes and a beautiful winery will too.

Plus, unlike other businesses, wineries have built-in longevity to their business, owing to the fact that grapes take time to develop, and great wine needs time to mature. Because of this, wineries are not fly-by-night businesses, so you can be assured that you aren't going to have a new business moving in every other year.

Overall, wineries make great neighbors because they are beautiful, respectful, and create stability in an area, all things that do good things for property values.

Great For Our Local Economy

Finally, wineries and the northern Michigan wine culture are a big supporter of our local economy, something that contributes heavily to the financial health and well-being of those most interested in buying and selling homes in our area.

As a region heavily dependent on tourism, many have been especially concerned with the way COVID-19 is affecting our local economy. While the local wine industry has certainly not been immune to this, they also have a large following of local patrons who purchase their products and even (safely) patronize their tasting rooms and restaurants. Having steady service industry businesses like wineries in our local economy goes a long way towards preventing the most substantial economic impacts of the COVID-19 shutdown.



Ready to Go Wine Tasting?

Ready to go check out some Grand Traverse and Leelanau area wineries? The Old Mission Peninsula Wine Trail and the Leelanau Peninsula Wine Trails are a great place to start. Both of these organizations have tons of great information on some of the best wineries in the area. If you have to pick and choose we recommend Chateau Chantal, Sonoma Winery, and Meri Vineyards on the Old Mission Peninsula, and Blackstar Farms, Mauby, and Bluestone Vineyards on the Leelanau Peninsula.

Bringing It All Together



It is hard to picture northern Michigan without these amazing agricultural community, and tourism destinations as a part of it. What are your favorite northern Michigan wines? What is your favorite tasting room? Tell us in the comments below.

And, if you're ready to think about finally getting that home out in wine country (or anywhere else for that matter) in Grand Traverse or Leelanau Counties, the Brick & Corbett Team are here to help you with all your home buying and selling needs. Contact us today to for help turning the next chapter in your homeownership journey from a fairytale to a happily ever-after.

Written by Bob Brick on June 23, 2020. Posted in Local Insight

Tags: Brick Corbett, Local TC, Locals only, summer activities, Summer in Traverse city, Summer market, Vineyards

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Leave a Reply

First Name *

Email Address *

Website

Message

☐ Post Comment



About our blog

Our agents write often to give you the latest insights on owning a home or property in the local area.



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 request is to amend the North Park PUD Outline Plan (Amd. #5 Change to Section 8 "Street and Alternative Transportation Guidelines) to a construction area approximately 5.1 +/- acres in Sections 19, 27, and 30 in Bloomington Township, at N Curry Pike and W Hunter Valley RD, parcel #53-05-29-200-008.000-005, 53-05-19-400-021.000-004, 53-05-19-400-050.004-004, 53-05-20-300-008.000-004, 53-05-20-300-025.000-004, 53-05-20-300-029.000-004, 53-01-27-890-100.000-004, 53-05-19-400-001.000-004, 53-05-19-400-022.000-004, 53-05-19-400-022.000-004, 53-05-19-400-044.000-004, 53-05-19-400-044.000-004, 53-05-30-100-003.000-004, 53-05-30-100-006.000-004, 53-05-30-100-011.000-004, 53-05-29-200-004.000-004, 53-05-30-100-001.000-004, 53-05-30-100-002.000-004, 53-05-30-100-007.000-004, 53-05-30-100-009.000-004, 53-04-24-100-017.000-011, 53-05-19-400-050.002-004, 53-05-19-400-050.003-004, 53-05-19-400-050.000-004.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

Jeff Fanyo, Bynum Fanyo & Assoc.
A.J. Willis, Bynum Fanyo & Assoc.

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

Attorney who reviewed:

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

TO: THE COMMISSIONERS OF MONROE COUNTY, INDIANA

CERTIFICATION

I, Jacqueline N. Jelen, hereby certify that during its meeting on March 21st, 2023 the Monroe County Plan Commission considered Petition No. PUO-23-2 for a Zoning Map Amendment (Ordinance No. 2023-11) to the Monroe County Zoning Ordinance and made a positive recommendation to approve thereon, based on the findings, conditions, and Highway Department reports, with a vote of 9-0 including the following conditions:

1. Petitioner to apply for a "Road Name Change" request.

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



Jacqueline N. Jelen
Planning Director

3-21-2023

Date

ORDINANCE NO. 2023-11

North Park Planned Unit Development (PUD) Outline Plan Amendment 5

The purpose of this ordinance is to amend certain provisions of the North Park Planned Unit Development (North Park PUD) Outline Plan relating to the Curry Pike Extension Phase II, Hunter Valley Lane. In addition, the purpose of this ordinance is to amend certain provisions of the North Park PUD Outline Plan relating to the timing of improvements of three separate roadways within Use District A, Use District C, and Use District D of the North Park PUD.

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 have established the Monroe County Zoning Ordinance (Zoning Ordinance), through the passage of Ordinance 96-36, and through subsequent amendments to the Zoning Ordinance, including the December 10, 2004, adoption of the North Park PUD Outline Plan (Ordinance 2004-61);

WHEREAS, Indiana Code 36-7-4-602 requires 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 (the Proposed Amendments) to certain road construction standards and permit requirements of the North Park PUD Outline Plan;

WHEREAS, the Plan Commission advertised for and conducted a public hearing on the Proposed Amendments on March 21, 2023;

WHEREAS, following the public hearing, the Plan Commission voted to forward the Proposed Amendments to the Board of Commissioners with a positive recommendation;

WHEREAS, the Plan Commission certified the Proposed Amendments and its recommendation thereon to the Board of Commissioners for consideration pursuant to Indiana Code Sections 36-7-4-602 through 605, on March 21, 2023;

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 in ordinance form during its April 12, 2023 meeting;

WHEREAS, the Board of Commissioners accepted public comment on the Proposed Amendments during its April 12, 2023 meeting;

WHEREAS, the Board of Commissioners finds that the adoption of the Proposed Amendments would more reasonable 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;

WHEREAS, the Board of Commissioners finds and confirms that in the preparation and consideration of the Board Revisions, the Board of Commissioners gave reasonable regard to: the Comprehensive Land Use Plan of Monroe County, Indiana; current conditions and the character of current structures and uses in each district; the most desirable use for which the land in each

district is adapted; the conservation of property values throughout the jurisdiction; and responsible development and growth;

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

- Section 1. Section 8, Subsection b, Part 5 of the North Park PUD Outline Plan shall be, and hereby is, amended to read as follows:
5. A frontage road shall be constructed between Curry Pike/Hunter Valley Road and Use District C. A cul-de-sac shall be constructed at the termination point within Use District A where Use District A adjoins Use District C. The road and cul-de-sac shall only be constructed within Use District A and shall not be continued within Use District C. The road shall consist of two travel lanes and left turn lanes and intersections as warranted. This road shall be completed within each of the Use Areas prior to the issuance of any land use certificates or occupancy permits for land use activities that will derive access from the road. The cul-de-sac shall be designed and constructed concurrent with the first Development Plan approval within the Development Tract.
- Section 2. Section 8, Subsection b, Part 20 of the North Park PUD Outline Plan shall be, and hereby is, amended and removed from the North Park PUD Ordinance.
- Section 3. Section 8, Subsection b, Part 21 of the North Park PUD Outline Plan shall be, and hereby is, amended and removed from the North Park PUD Ordinance.
- Section 4. Section 8, Subsection d, of the North Park PUD Outline Plan shall be, and hereby is, amended to read as follows:
- d. Major Collector (Curry Pike Extension Phase II, Hunter Valley Lane). These streets are intended to provide a high degree of mobility and serve to connect adjacent land uses to the larger transportation network via collector streets in a manner that utilizes a landscaped median. These streets are intended to accommodate high volumes of traffic. The following standards shall apply to these streets within the North Park PUD:
- Section 5. Section 8, Subsection d, Part 1 of the North Park PUD Outline Plan shall be, and hereby is, amended to read as follows:
1. Total right of way (ROW) shall be a minimum of ninety (90) feet, except that the ROW shall be a minimum of one-hundred-forty (140) feet between SR46 and the yet un-named frontage roads and one-hundred-twenty (120) feet for the entirety of the bridge spanning Stout Creek. The ROW shall be reduced to sixty (60) feet to preserve existing structures when the structures frontage is less than ninety (90) feet from the existing section line (proposed road centerline).

Section 6. Section 8, Subsection d, Part 4 of the North Park PUD Outline Plan shall be, and hereby is, amended to read as follows:

4. Sidewalks/sidepaths shall be provided on both sides of the street.

Section 7. Section 8, Subsection d, Part 7 of the North Park PUD Outline Plan shall be, and hereby is, amended to read as follows:

7. All such streets shall have a design speed of thirty (30) miles per hour and all design features (curves, radii, etc.) shall be in accordance with the applicable standards contained in the Indiana Department of Transportation Standards and Specifications Manual, The Indiana Department of Transportation Road Design Manual, and the Policy on Geometric Design of Highways and street, published by the American Association of State Highway and Transportation Officials.

Section 8. The terms and provisions of this ordinance are separable. If any part or provision of this ordinance or the application thereof to any persons or circumstances is adjudged invalid by a court of competent jurisdiction on procedural grounds, or any other grounds, such judgment shall be confined in its operation to the part, provision, procedure or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this ordinance or the applications thereof to other persons or circumstances. The board of Commissioners hereby declares that it would have enacted the remainder of this ordinance even without any such part, provision, procedure or application.

Section 9. This ordinance shall take effect upon adoption.

SO APPROVED AND ADOPTED by the Board of Commissioners of the County of Monroe, Indiana, this _____ day of _____, 20____.

BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA

“Yes” Votes

“No” Votes

Penny Githens, President

Penny Githens, President

Julie Thomas, Vice President

Julie Thomas, Vice President

Lee Jones, Commissioner

Lee Jones, Commissioner

ATTEST: _____
Catherine Smith, Auditor

MONROE COUNTY COMMISSIONERS**April 5, 2023**

CASE NUMBER	PUO-23-2
PLANNER	Anne Crecelius
PETITIONER	Monroe County Redevelopment Commission/Crider & Crider Inc. c/o AJ Willis, Bynum Fanyo & Assoc.
REQUEST	North Park PUD Outline Plan Amd. #5 Change to Section 8 "Street and Alternative Transportation Guidelines
ADDRESS	N Curry Pike and W Hunter Valley RD, Parcel #53-05-29-200-008.000-005, 53-05-19-400-021.000-004, 53-05-19-400-050.004-004, 53-05-20-300-008.000-004, 53-05-20-300-025.000-004, 53-05-20-300-029.000-004, 53-01-27-890-100.000-004, 53-05-19-400-001.000-004, 53-05-19-400-022.000-004, 53-05-19-400-022.000-004, 53-05-19-400-044.000-004, 53-05-19-400-044.000-004, 53-05-30-100-003.000-004, 53-05-30-100-006.000-004, 53-05-30-100-011.000-004, 53-05-29-200-004.000-004, 53-05-30-100-001.000-004, 53-05-30-100-002.000-004, 53-05-30-100-007.000-004, 53-05-30-100-009.000-004, 53-04-24-100-017.000-011, 53-05-19-400-050.002-004, 53-05-19-400-050.003-004, 53-05-19-400-050.000-004
ACRES	Construction area approximately 5.1 +/-
ZONE	North Park PUD
TOWNSHIP	Bloomington
SECTION	19, 27, 30
PLATS	Platted
COMP PLAN DESIGNATION	MCUA Mixed Use, MCUA Open Space, MCUA Quarry Landscape

EXHIBITS

1. Petitioner Outline Plan Statement (PUO-23-2)
2. Outline Plan with Track Changes (pages 109-114)
3. Overall Construction Plan View
4. North Park Ordinance Road Classification (page 127)
5. [Link to Construction Plans \(PUD-23-2\)](#)
6. [Link to Current North Park Ordinance](#)
7. 2004 Memo from Bill Williams Regarding Road Connectivity

RECOMMENDATION

Staff recommends **approving** the Planned Unit Outline Plan Amendment request based on the findings of fact, subject to the Monroe County Highway and Drainage engineer reports, and the following condition:

1. Petitioner apply for a "Road Name Change".

PUBLIC HEARING TIMELINE

- March 7, 2023 – Plan Commission (Admin) Preliminary Hearing
- March 9, 2023 – Plan Review Committee
- March 21, 2023 – Plan Commission (Regular) Preliminary Hearing
 - o Forwarded a positive recommendation and the following condition to "apply for a Road Name Change".

SUMMARY

The petitioner, the Monroe County Redevelopment Commission/Crider and Crider, INC, is requesting to amend the North Park PUD Ordinance, and has submitted a development plan for the construction of "Hunter Valley Road Extension" from N Curry PIKE (from the intersection of SR 46) to Hunter Valley Road (to the intersection of W Arlington RD). The outline plan request is to change the specific street construction guidelines (i.e. Reduction of Right of Way dedication, reclassification of roadway class type,

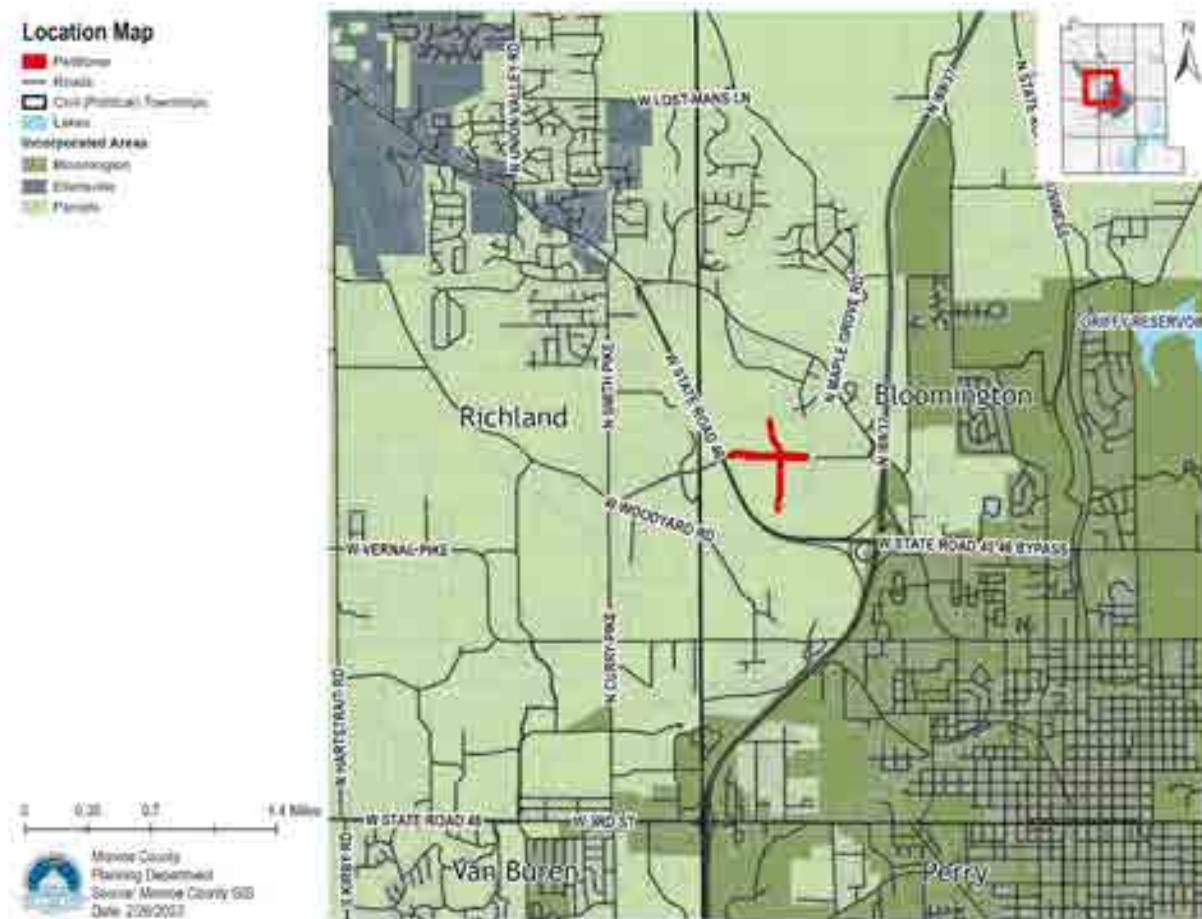
removal of street trees along the proposed extension, reduction of speed limit, and the removal of three (3) connector roads in the general area) and required street connections of the North Park Planned Unit Development Ordinance. The development plan is to construct the "Hunter Valley Road Extension" from N Curry PIKE (from the intersection of SR 46) to Hunter Valley Road (to the intersection of W Arlington RD) with the outline plan changes as being proposed. The construction plans under the development plan include approximately 2,500 feet of roadway, including a new proposed bridge. The Highway Engineer has reviewed these plans and agree with the plans as drafted. Once constructed, the connection will satisfy the following requirements under the North Park Ordinance:

5. A frontage road shall be constructed linking Curry Pike/Hunter Valley Road and Arlington Road. The road shall consist of two travel lanes and left turn lanes and intersections as warranted. **This road shall be completed within each of the Use Areas prior to the issuance of any land use certificates or occupancy permits for land use activities that will derive access from the road.**

6. (Amended 12/30/10 by Ord. 2010-32) Curry Pike/Hunter Valley Road shall be constructed from its intersection with SR46 to its intersection with Arlington Road. The road shall consist of two through travel lanes, two combined right turn and through travel lanes and left turn lanes and intersections as warranted. This road shall be designed as a boulevard with landscaped median running from SR46 to the proposed linear park first collector road intersection west of Stout's Creek. **This road shall be completed as warranted within each of the Use Areas prior to the issuance of any land use certificates or occupancy permits for land use activities within the related area, except that the entire road shall be complete from SR46 to Arlington Road prior to development plan approval of two-hundred (200) single family dwelling units, or two hundred (200) multi-family dwelling units, or 50% of the acreage of the Town Center, or 50% of the acreage of Use District A, or 50% of the acreage of Use District C, or 75% of the acreage of the Public/Civic Use Area, whichever occurs first.**

BACKGROUND

The petition site is located in Bloomington Township, Sections 19, 27 and 30. The proposed road extension will connect N Curry PIKE (from the intersection of SR 46) to Hunter Valley Road (to the intersection of W Arlington RD). The road connection is required under the North Park PUD ordinance. The changes to the ordinance include: Reduction of Right of Way dedication, reclassification of roadway class type, removal of street trees along the proposed extension, reduction of speed limit, and the removal of three (3) connector roads in the general area. The changes requested and the current standards are listed below and can be viewed in Exhibit 2.



Reduction of Designated Right of Way

Current Standard:

The ordinance currently requires that the entirety of the right of way for the connection is a minimum of 120'. Due to standard land acquisition negotiations some areas will be at minimum 60' of right of way, with the majority of the right of way area being approximately 90' in width.

Proposed Standard:

1. Revised total right of way (ROW) shall be a minimum of one-hundred-twenty (120) feet to total right of way (ROW) shall be a minimum of ninety (90) feet.
2. The addition of the statement, One-hundred-twenty (120) feet for the entirety of the bridge spanning Stouts Creek.
3. The addition of the statement, The ROW shall be reduced to sixty (60) feet to preserve existing structures when the structures frontage is less than ninety (90) feet from the existing section line (proposed road centerline).

Reclassification of Roadway

Current Standard: the ordinance designates this road connection as a "Minor Arterial Boulevard/Secondary Arterial". The Monroe County Highway Dept. has identified that the correct standards for this road extension would be as a "Major Collector". See Exhibit 2 for the change in classification.

Removal of Street Trees

The ordinance requires that street trees are planted on both sides of the roadway. Note, sidepaths/sidewalks will remain unchanged within the ordinance and are included in the proposed construction plans.

Proposed Standard:

4. Removing the street trees from the statement “Street trees and sidewalks/sidepaths shall be provided on both sides of the street.”

Reduction of Speed

Current Standard: requires all streets to have a minimum of 40 MPH speed limit. Due to design the petitioner’s design professionals and the Monroe County Highway Dept. have agreed to a 30 MPH speed limit.

Proposed Standard:

5. Revised the design speed of forty (40) miles per hour to thirty (30) miles per hour.

Removal of Road Connections: Curry Pike/Hunter Valley to Arlington (b21)

The ordinance currently requires a frontage road to be constructed that connection SR 46 to the north. See image below for approximate location (shown in yellow). The petitioner has identified that this road connection wasn’t intended to access W Arlington RD using the flagpole portion of the property. They’ve identified that a road stub was to be construction in this area.

Proposed Standard: All text referencing NP b21 will be removed.



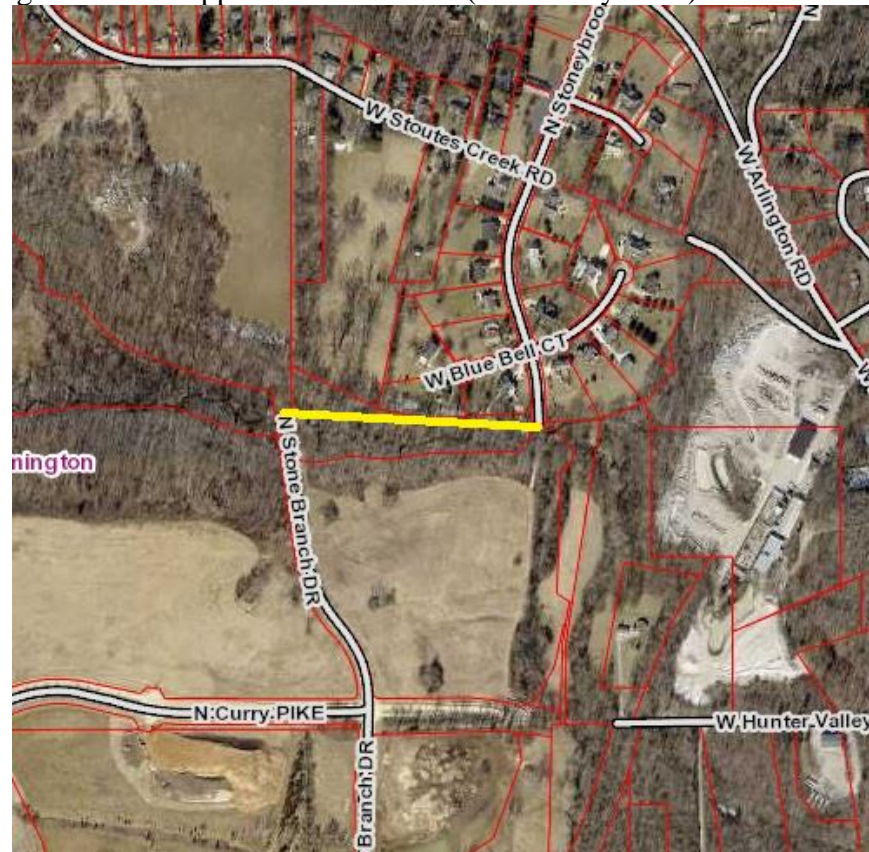
Highway Engineer, Paul Satterly, Comments: There is insufficient right of way width to connect this road segment to Arlington Road. Existing and planned commercial development along Arlington Road would prohibit a cost-effective connection to Arlington Road. The proposed intersection with SR 46 would provide adequate access to the area covered by the NP b21 roadway.

Petitioner reason for removal: The ordinance currently requires a local road stub to be made between the yet unnamed frontage road connection on Curry Pike/Hunter Valley Road and the through traffic and shall be completed prior to development plan approval of 75% of the acreage located in Use District D. A large portion of the acreage north of the existing road stub off SR46 is a non-buildable area. Of the total acreage north of the existing road stub, 53% of the acreage is either greater than 15% slope or required open space from the North Park PUD. Approximately 47% of the acreage is buildable. The allowable uses for Use

District D are: Low Density Buffer Lot Residential, Neighborhood Density Lot Residential, and Multi-family Neighborhood Residential. The feasibility of constructing residential properties in this area has become a concern due to the location and amount of non-buildable area. The proposed changes to the PUD would remove the requirement to construct NP b21. This will allow for all other areas of Use District D to be developed without the road stub being constructed.

Removal of Road Connections: N Stone Branch DR to Stoneybrooke Boulevard (b20)

The ordinance requires that a local road connection between N Stone Branch DR and Stoneybrooke BLVD. See image below for approximate location (shown in yellow).



Proposed Standard: All text referencing NP b20 will be removed.

Highway Engineer, Paul Satterly, Comments: Connection of Stone Branch Drive to the existing Stoneybrook Subdivision (Stoneybrook Blvd.) – This roadway connection between Stone Branch Drive and Stoney Brook Blvd. would encourage cut through traffic between Curry Pike/SR 46 and Arlington Road. Cut through traffic has negative impacts on subdivisions including higher volumes of traffic, higher volumes of truck traffic and increased speeds. The extension of Curry Pike/Hunter Valley Road is designed to accommodate traffic between Arlington Road and Curry Pike/SR 46, including trucks.

Petitioner reason for removal: The ordinance currently requires a local road connection to be made between the yet unnamed frontage road connecting Curry Pike and northern SR46 intersection (NP b4) to Stoneybrook Boulevard. The connection shall be indirect in nature to calm through traffic and shall be completed prior to development plan approval of 75% of the multi family units in Use District A or D, or of the single family units in Use District D. The proposed changes to the PUD would remove the requirement to construct a local road that connects NP b4 to N. Stoneybrook Blvd. The requirement for this roadway construction has been proven to be a hindrance for development in the area. The residents in the surrounding community, especially those of Stoneybrook neighborhood, have been very outspoken about their concerns with said roadway connection. The residents of Stoneybrook believe that this connection would increase the traffic through their neighborhood and negatively impact the safety of the residents and

do not support the construction of the connection. By removing the requirement for this road connection, it will allow for development in the area that would meet the requirements of North Park PUD and will alleviate the concerns of the residents in surrounding areas to gain their support.

Removal of Road Connections: N Stone Branch DR to Hunter Valley RD (b5)

The ordinance requires a connecting road from N Stone Branch DR to Hunter Valley RD that follows a southern path through an area that was a quarry. The area was quarried and contains multiple open pits which would be required to be filled if road construction was pursued. There have been environmental studies that detailed the road connection would be impractical.



Proposed Standard: The description of NP b5 will be revised to end roadway construction within Use District A and shall not link Curry Pike/Hunter Valley Road and Arlington Road.

Highway Engineer, Paul Satterly, Comments: NP b5, Loop Road that connects Stone Branch Drive to east end of Hunter Valley Road – The purpose of this roadway is to provide access to the adjacent property. This land is owned by the County and there is interest in using this property for a County Park. The use as a park would not require a loop road for access. Access would be provided by driveways connecting to Stone Branch Drive and/or Curry Pike/Hunter Valley Road.

With the removal of this road connection to the south N Stone Branch DR would be left as a road stub (existing, see photo below). Planning Staff recommends that the petitioner propose language to be added to the ordinance that would trigger the construction of a cul-de-sac. The North Park PUD ordinance is set-up to require road construction using a “percent of development” trigger. Staff recommends that lots A-8 and A-7, platted under the North Park Type D & E Administrative Subdivision (2011015965), have a developmental trigger to construct a cul-de-sac at the road stub. Alternatively, the construction of the cul-de-sac could be a condition of approval of this amendment.

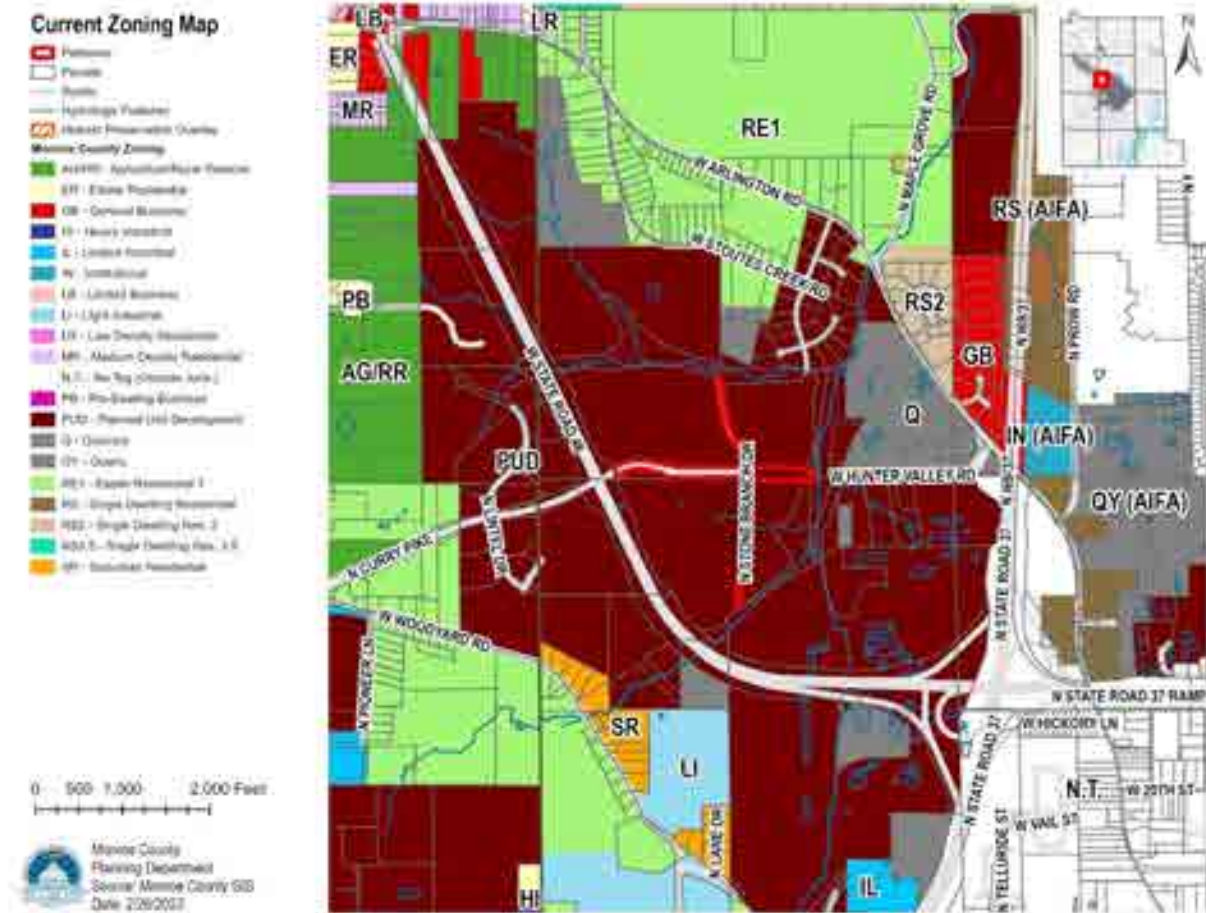


Petitioner reason for removal: The ordinance currently requires a frontage road to be constructed linking Curry Pike/Hunter Valley Road to Arlington Road and shall be completed within each of the Use Areas prior to the issuance of any land use certificates of occupancy permits for land use activities that will derive access from the road. The original plan was that N. Stone Branch Drive would begin at its intersection with N. Curry Pike and traverse through Use District A and Use District C and connect to NP b6 (W. Hunter Valley Road Extension). The current allowable uses for Use District C are: Hotel, Office Highway District, Retail Highway District, Multi-family Highway District Residential, and Public/Civic. The purpose of the continuation of NP b5 through Use District C is to serve any future development in the uses listed for Use District C.

A large portion of the acreage in Use District C is dedicated to the Require Open Space/Linear Park and Vegetation Conservation Areas in the North Park PUD. There are multiple open quarry pits throughout the district and PCBs have been found in some areas. The feasibility of construction of the roadway and future development has become a large concern due to the rough terrain, open quarry pits, and PCBs. The Monroe County Redevelopment Commission has decided to investigate alternative ways to utilize the property that will be more feasible for construction and will be beneficial to the public.

The proposed changes to the PUD would remove the requirement to continue NP b5 through Use District C. NP b5 ends at the existing south road stub of N. Stone Branch Drive just west of the property line separating Use District A and Use District C. The changes would require a cul-de-sac to be constructed at the existing road stub to provide a turnaround area for emergency vehicles. The cul-de-sac shall be designed and constructed concurrent with the first Development Plan approval within the Development Tract [A]. Removing the requirement for the continuation of NP b5 through Use District C will allow the Monroe County Redevelopment Commission time to develop an alternative plan for the area without preventing or delaying any development in the other districts in the North Park PUD.

ZONING AND ADJACENT USES



SITE CONDITIONS

The site contains a bridge crossing a regulated floodplain. The proposed construction will require the approval of a local floodplain development permit. The floodplain area is designated as “Required Open Space/Linear Park” or “Vegetation Conservation Area” (page 120, North Park Ordinance). The N Curry Pike area was platted within the “North Park Type D & E Administrative Subdivision” in 2011. The properties are currently vacant and are designated as a use district A which contains multiple different permitted use areas (page 123, North Park Ordinance).

Site Conditions Map

- Major Collector [70]
- Major Arterial [100]
- Major Arterial [150]
- Interstate
- Sanitary Pipe
- Water Pipe
- Storm Water
- Local Roads [50]
- Hydrologic Features

DNR Best Available Data

- Flood Zone
- A
- AE and FLOODWAY
- Parcels

0 340 680 1,360 Feet



Monroe County
Planning Department
Source: Monroe County GIS
Date: 2/26/2013



SITE PICTURES



COMPREHENSIVE PLAN DISCUSSION

The petition site is located in the **Mixed Use, Open Space, and Quarry Landscape** districts on the Monroe County Urbanizing Area Plan portion of the Monroe County Comprehensive Plan.

- (3) **The extent to which the proposed plan departs from the zoning and subdivision regulations otherwise applicable to the subject property, including but not limited to, the density, dimension, bulk, use, required improvements, and construction and design standards and the reasons, which such departures are or are not deemed to be in the public interest.**
Findings:
- See Findings under section A;
 - One of the purposes of the PUD, under Chapter 811, is to encourage a harmonious and appropriate mixture of uses;
- (4) **The proposal will not be injurious to the public health, safety, and general welfare.**
Findings:
- See Findings (1), (2) and (8);
 - The petitioner is proposing to remove a road connection that would extend N Stone Branch DR to the south;
 - N Stone Branch DR is currently stubbed at the property line;
 - Staff recommends the petitioner propose language to include the construction of a cul-de-sac at the existing road stub of Stone Branch DR;
 - A cul-de-sac would allow emergency vehicles to turn around in the event of an emergency;
- (5) **The physical design and the extent to which it makes adequate provision for public services, provides adequate control over vehicular traffic, provides for and protects common open space, and furthers the amenities of light, air, recreation and visual enjoyment.**
Findings:
- The Monroe County Thoroughfare plan has identified N Curry PIKE and W Hunter Valley RD as a Major Collector;
 - The petitioner's are proposing to change the road classification from a "Minor Arterial Boulevard/Secondary Arterial" to a Major Collector;
- (6) **The relationship and compatibility of the proposal to the adjacent properties and neighborhoods, and whether the proposal would substantially interfere with the use of or diminish the value of adjacent properties and neighborhoods.**
Findings:
- See Findings (1), & (9);
 - The surrounding area is zoned Planned Unit Development;
 - Surrounding uses include residential to the north, southeast, and east, and undeveloped commercial to the west;
- (7) **The desirability of the proposal to the County's physical development, tax base, and economic well-being.**
Findings:
- See Findings under Section 1;
 - The Monroe County Redevelopment Commission is proposing a residential TIF district that would include portions of the North Park PUD in this area;
- (8) **The proposal will not cause undue traffic congestion and can be adequately served by existing or programmed public facilities and services.**
Findings:
- N Curry PIKE is accessible from SR 46, and W Hunter Valley RD is accessible from W Arlington RD;
 - See findings under (d);
- (9) **The proposal preserves significant ecological, natural, historical and architectural resources to the extent possible.**

Findings:

- There is no known karst on the property;
- Drainage will be reviewed under a PUD Development Plan if this amendment is adopted;
- The area is not located within a critical watershed;
- Work within the floodplain will be reviewed under a local permit if this amendment is adopted

EXHIBIT 1: Petitioner Outline Plan Statement



BYNUM FANYO & ASSOCIATES, INC.

ARCHITECTURE
CIVIL ENGINEERING
PLANNING

February 2nd, 2023 REVISED February 15th, 2023 REVISED March 14th, 2023

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

SUBJECT: North Park PUD Outline Plan Amendment

Monroe County Plan Commission or To Whom It May Concern:

On behalf of Crider and Crider Inc. & Monroe County Redevelopment Commission, Bynum Fanyo & Associates, Inc. would like to request approval of amendments to the 'North Park PUD Outline Plan.' These amendments would affect the planned road extension of West Hunter Valley Road following the existing section line from the intersection of N. Curry Pike and N. Stone Branch Drive to W. Arlington Road. The amendments would affect three (3) additional planned roadways.

The amendment to the PUD Plan that is being sought is to change the roadway classification of W. Hunter Valley Road (Curry Pike Extension Phase II, Hunter Valley Lane) from Minor Arterial Boulevard/Secondary Arterial to a Major Collector.

Additional amendments are the addition/revision of these statements to the PUD document for the planned road extension are:

1. Revised total right of way (ROW) shall be a minimum of one-hundred-twenty (120) feet to total right of way (ROW) shall be a minimum of ninety (90) feet.
2. The addition of the statement, One-hundred-twenty (120) feet for the entirety of the bridge spanning Stone Creek.
3. The addition of the statement, The ROW shall be reduced to sixty (60) feet to preserve existing structures when the structures frontage is less than ninety (90) feet from the existing section line (proposed road centerline).
4. Removing the street trees from the statement, Street trees and sidewalks/sidepaths shall be provided on both sides of the street.
5. Revised the design speed of forty (40) miles per hour to thirty (30) miles per hour.

Other amendments are the removal of plans for future construction of roadways NP b5, NP b20, and NP b21. All text referencing NP b20 and NP b21 will be removed. The description of NP b5 will be revised to end roadway construction within Use District A and shall not link Curry Pike/Hunter Valley Road and Arlington Road. Language will be added to NP b5 that requires the construction of a cul-de-sac at the existing south road end of NP b5.

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

Let us know if you have any questions or concerns for the proposed road classification change.

Sincerely,
Bynum Fanyo & Associates, Inc.
Anthony Willis, Project Engineer

528 NORTH WALNUT STREET
B12-332-8030

BLOOMINGTON, INDIANA 47404
FAX 812-339-2990

Figure 18.8



4. A frontage road shall be constructed linking SR46 at the northern intersection and Curry Pike/Hunter Valley Road. The road shall consist of two travel lanes and left turn lanes and intersections as warranted. This road shall be completed prior to the approval of fifty percent (50%) or more single family dwelling units and 50% of the multi-family units in Use District A.
5. A frontage road shall be constructed linking between Curry Pike/Hunter Valley Road and ~~Arlington Road~~ Use District C. A cul-de-sac shall be constructed at the termination point within Use District A where Use District A adjoins Use District C. The road and cul-de-sac shall only be constructed within Use District A and shall not be continued within Use District C. The road shall consist of two travel lanes and left turn lanes and intersections as warranted. This road shall be completed within each of the Use

Areas prior to the issuance of any land use certificates or occupancy permits for land use activities that will derive access from the road. The cul-de-sac shall be designed and constructed concurrent with the first Development Plan approval within the Development Tract.

6. (Amended 12/30/10 by Ord. 2010-32) Curry Pike/Hunter Valley Road shall be constructed from its intersection with SR46 to its intersection with Arlington Road. The road shall consist of two through travel lanes, two combined right turn and through travel lanes and left turn lanes and intersections as warranted. This road shall be designed as a boulevard with landscaped median running from SR46 to the ~~proposed linear park~~ first collector road intersection west of Stout's Creek. This road shall be completed as warranted within each of the Use Areas prior to the issuance of any land use certificates or occupancy permits for land use activities within the related area, except that the entire road shall be complete from SR46 to Arlington Road prior to development plan approval of two-hundred (200) single family dwelling units, or two-hundred (200) multi-family dwelling units, or 50% of the acreage of the Town Center, or 50% of the acreage of Use District A, or 50% of the acreage of Use District C, or 75% of the acreage of the Public/Civic Use Area, whichever occurs first.
7. A right turn lane shall be added on northeast bound Curry Pike to southeast bound SR46 at the time that a traffic study conducted for a development plan indicates an increase in right turn movements of 279 vehicles per hour or more.
8. A second left turn lane shall be added on northwest SR46 to southeast bound Curry Pike at the time that a traffic study conducted for a development plan indicates an increase in left turn movements of 204 vehicles per hour or more.
9. A second left turn lane shall be added on southwest bound Curry Pike/Hunter Valley Road to southeast bound SR46 at the time that a traffic study conducted for a development plan indicates an increase in left turn movements of 262 vehicles per hour or more.
10. A third lane shall be added on southeast bound SR46 at the time a traffic study conducted for a development plan indicates an increase in through movements of 202 vehicles per hour or more.
11. A third right turn lane shall be added on northeast bound Curry Pike to southeast bound SR46 at the time a traffic study conducted for a development plan indicates an increase in right turn movements of 735 vehicles per hour or more.
12. A third lane shall be added on northwest bound SR46 at the time a traffic study conducted for a development plan indicates an increase in through movements of 163 vehicles per hour or more.
13. A third left turn lane shall be added on southwest bound Curry Pike/Hunter Valley Road to the southeast bound SR46 at the time a traffic study conducted for a development plan indicates an increase in left turn movements of 834 vehicles per hour or more.
14. Modifications to the traffic signal heads and supports; controllers

and its appurtenances shall be improved as required with the lane modifications mentioned in the afore-mentioned 7-13. This will include, but not limited to, the installation of additional signal heads, pavement loops or cameras, signal support relocation, and other incidental items associated with this type of work.

15. A fully actuated traffic signal shall be installed at the northern SR46 intersection at the time a traffic study conducted for a development plan indicates that an increase in traffic movements at this intersection satisfy any one of the eight warrants in Part 4 of the Manual on Uniform Traffic Control Devices as published by USDOT, FHWA. This includes, but is not limited to, vehicular, pedestrian, and school bus movements, along with crash history occurrences.
16. A fully actuated traffic signal shall be installed at the intersection of Curry Pike and the yet unnamed southern frontage road connecting Use Districts B and D at the time a traffic study conducted for a development plan indicates that an increase in traffic movements at this intersection satisfy any one of the eight warrants in Part 4 of the Manual on Uniform Traffic Control Devices as published by USDOT, FHWA. This includes, but is not limited to, vehicular, pedestrian, and school bus movements, along with crash history occurrences.
17. A fully actuated traffic signal shall be installed at the intersection of Curry Pike/Hunter Valley Road and the yet unnamed northern frontage road connecting Use Districts A and D at the time a traffic study conducted for a development plan indicates that an increase in traffic movements at this intersection satisfy any one of the eight warrants in Part 4 of the Manual on Uniform Traffic Control Devices as published by USDOT, FHWA. This includes, but is not limited to, vehicular, pedestrian, and school bus movements, along with crash history occurrences.
18. A fully actuated traffic signal shall be installed at the intersection of Curry Pike/Hunter Valley Road and Arlington Road at the time a traffic study conducted for a development plan indicates that an increase in traffic movements at this intersection satisfy any one of the eight warrants in Part 4 of the Manual on Uniform Traffic Control Devices as published by USDOT, FHWA. This includes, but is not limited to, vehicular, pedestrian, and school bus movements, along with crash history occurrences.
19. A second through lane shall be added on the southeast bound SR46 from Curry Pike to the SR37 southbound ramp at the time a traffic study conducted for a development plan indicates an increase in through movements of 633 vehicles per hour or more.
20. ~~A level road connection shall be made between the yet unnamed frontage road connecting Curry Pike/Hunter Valley Road and the northern SR46 intersection to Stoneycrooke Boulevard. This connection shall be indirect in nature to calm through traffic and shall be completed prior to development plan approval of 75% of~~

- ~~the multi-family units in Use District A or D, or of the single-family units in Use District D.~~
21. ~~A local road stub shall be made between the yet-un-named frontage road connecting Curry Pike/Hunter Valley Road and the through traffic and shall be completed prior to development plan approval of 75% of the acreage located in Use District D.~~
22. A local road connection shall be made between the yet un-named frontage road connecting Curry Pike and Packinghouse Road to Woodward Road. This connection shall be completed prior to any land use certificates or certificates of occupancy approval of 50% of the acreage in Use District B.
23. A local road stub shall be provided between the yet un-named frontage road that connects Curry Pike and the northern SR46 intersection and property between the North Park PUD and Smith Road. This stub shall be completed prior to any land use certificates or certificates of occupancy approval of 75% of the acreage in this Use Area.
24. Connectivity between land uses via interconnected parking areas, cross-access easements, pedestrian ways or shared driveways, etc. shall be provided in all Use Districts and Use Areas, where practicable.
25. Local roads serving land uses, parking areas, etc. shall be completed as necessary prior to the issuance of any land use certificates or occupancy permits for any land uses within the PUD.
26. All required sidewalks, bicycle lanes, sidepaths, etc. shall be installed concurrent with the related road construction.
27. A multi-use trail shall be constructed within the linear park use district prior to construction of 50% or more single family dwelling units, multi-family dwelling units, acreage of the Town Center, and acreage of SR46 Office Use Area, or acreage of the Curry Pike Industrial Use Area. This trail shall be stubbed into each of the Use Areas adjoining the linear park.
28. A pedestrian overpass/underpass shall be constructed prior to approval of 50% or more single family dwelling units or 50% or more multi family dwelling units and 50% of the acreage of the SR46 Office Use Area or 50% of the acreage of the Curry Pike Industrial Use Area. This facility shall be connected into the multi-use trail.
29. A multi-use trail or sidepath shall be constructed connecting the Town Center and the linear park multi-use trail with the proposed pedestrian overpass/underpass facility through the residential area in Use District D prior to approval of 50% or more single family dwelling units or 50% or more multi family dwelling units, whichever occurs first. This facility shall be stubbed into each of the use areas that it is be adjacent to.

- c. **Minor Arterial/Secondary Arterial (Curry Pike Extension, Phase I).** These streets are intended to provide a high degree of mobility and serve to connect adjacent land uses to the larger transportation network via collector streets. These streets are intended to accommodate high volumes of traffic. The following standards shall apply to these streets within the North Park PUD:
1. Total right of way (ROW) shall be a minimum of one-hundred (100) feet
 2. Travel lane widths shall be a minimum of twelve (12) feet
 3. On-street parking is prohibited
 4. Street trees and sidewalks/sidepaths shall be provided on both sides of the street.
 5. Gutters and curbs measuring at least two (2) feet in width shall be provided, unless appropriately designed drainage swales are permitted by the Plan Commission or earthen shoulders measuring at least two (2) feet in width shall be provided.
 6. All such streets shall have a design speed of forty (40) miles per hour and all design features (curves, radii, etc.) shall be in accordance with the applicable standards contained in the Indiana Department of Transportation Standards and Specifications Manual, The Indiana Department of Transportation Road Design Manual, and the Policy on Geometric Design of Highways and street, published by the American Association of State Highway and Transportation Officials.
 7. All such streets shall include signs meeting the standards established in the Manual on Uniform Traffic Control Devices.
- d. **Minor Arterial/Boulevard/Secondary Arterial-Major Collector (Curry Pike Extension Phase II, Hunter Valley Lane).** These streets are intended to provide a high degree of mobility and serve to connect adjacent land uses to the larger transportation network via collector streets in a manner that utilizes a landscaped median. These streets are intended to accommodate high volumes of traffic. The following standards shall apply to these streets within the North Park PUD:
1. Total right of way (ROW) shall be a minimum of ~~one-hundred-twenty (120)~~ ninety (90) feet, except that the ROW shall be a minimum of one-hundred-forty (140) feet between SR46 and the yet un-named frontage roads and one-hundred-twenty (120) feet for the entirety of the bridge spanning Stout's Creek. The ROW shall be reduced to sixty (60) feet to preserve existing structures when the structures frontage is less than ninety (90) feet from the existing section line (proposed road centerline).
 2. Travel lane widths shall be a minimum of twelve (12) feet
 3. On-street parking is prohibited
 4. ~~Street trees and~~ sidewalks/sidepaths shall be provided on both sides of the street.
 5. (Amended 12/30/10 by Ord. 2010-32) A landscaped median shall be provided at its intersection with SR 46. The median shall vary in width

as it proceeds east of this intersection accounting for tapering to left turn lanes where required, and shall be at least twenty (20) feet in width. ~~Breaks and constrictions in the median shall only occur at locations where the street intersects with an Arterial or Minor Collector.~~ The landscaped median shall be privately maintained. The specific design and maintenance responsibilities will be established during the review and approval of the applicable Development Plan.

6. Gutters and curbs measuring at least two (2) feet in width shall be provided, unless appropriately designed drainage swales are permitted by the Plan Commission or earthen shoulders measuring at least two (2) feet in width shall be provided.
7. All such streets shall have a design speed of ~~forty (40)~~ thirty (30) miles per hour and all design features (curves, radii, etc.) shall be in accordance with the applicable standards contained in the Indiana Department of Transportation Standards and Specifications Manual, The Indiana Department of Transportation Road Design Manual, and the Policy on Geometric Design of Highways and street, published by the American Association of State Highway and Transportation Officials.
8. All such streets shall include signs meeting the standards established in the Manual on Uniform Traffic Control Devices.

c. Minor Collector. These streets are intended to accommodate moderate volumes of traffic and are intended to connect local streets into the transportation network. The following standards shall apply to these streets within the North Park PUD:

1. Total right of way (ROW) shall be a minimum of seventy (70) feet
2. Travel lane widths shall be a minimum of twelve (12) feet
3. On street parking is prohibited
4. Street trees and sidewalks/sidepaths shall be provided on both sides of the street.
5. Gutters and curbs measuring at least two (2) feet in width shall be provided, unless appropriately designed drainage swales are permitted by the Plan Commission or earthen shoulders measuring at least two (2) feet in width shall be provided.
6. All such streets shall have a design speed of forty (40) miles per hour and all design features (curves, radii, etc.) shall be in accordance with the applicable standards contained in the Indiana Department of Transportation Standards and Specifications Manual, The Indiana Department of Transportation Road Design Manual, and the Policy on Geometric Design of Highways and street, published by the American Association of State Highway and Transportation Officials.
7. All such streets shall include signs meeting the standards established in the Manual on Uniform Traffic Control Devices.

f. Local/Neighborhood Streets. These streets are intended to accommodate

EXHIBIT 3: Overview of Construction



EXHIBIT 4: North Park Ordinance Road Classification (page 127)

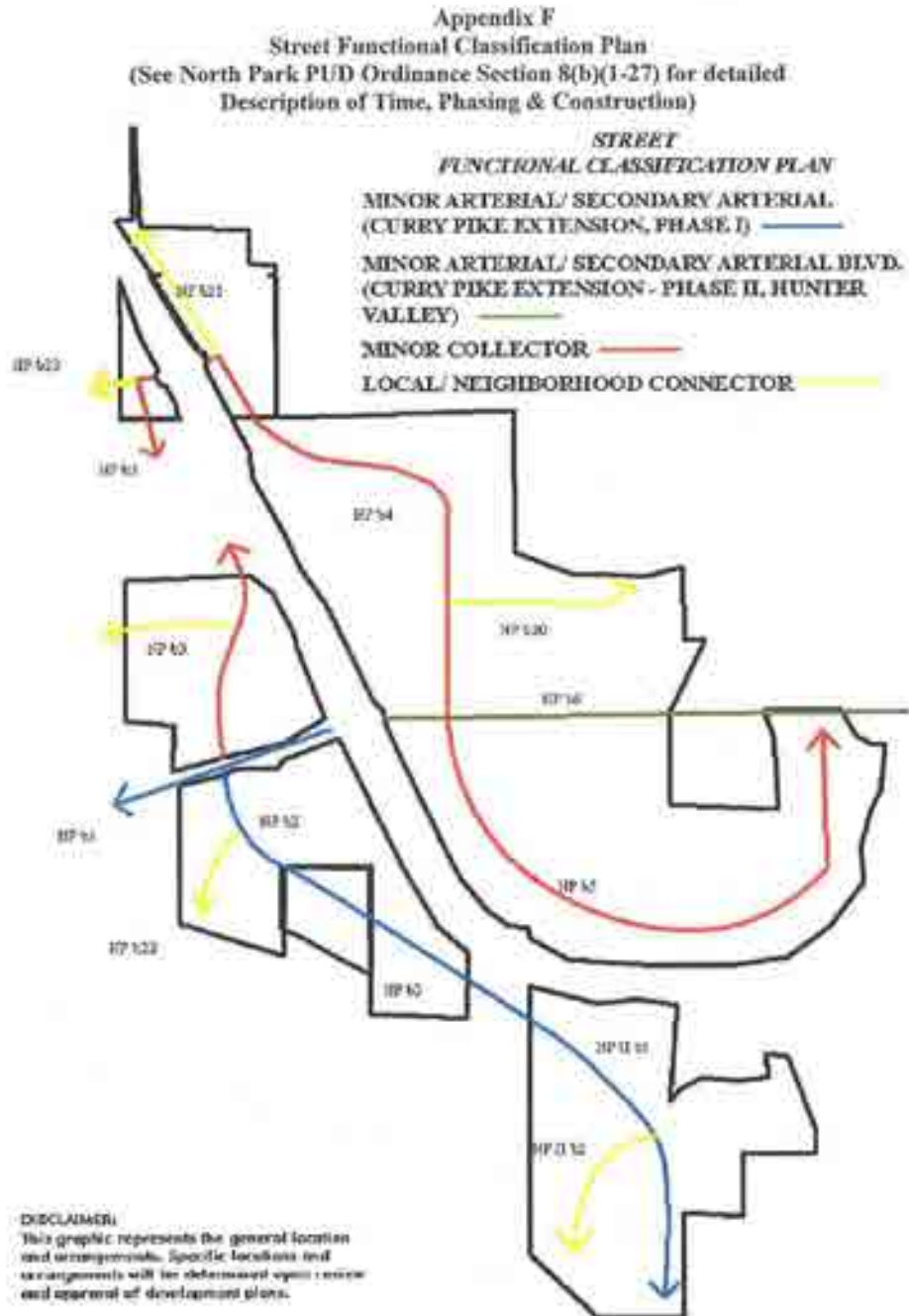


EXHIBIT 7: 2004 Memo from Bill Williams Regarding Road Connectivity

INTEROFFICE MEMORANDUM

TO: ROBERT COWELL, MONROE COUNTY PLANNING DIRECTOR
FROM: BILL WILLIAMS, MONROE COUNTY HIGHWAY DIRECTOR / ENGINEER
SUBJECT: NORTH PARK, NORTH PARK II AND APPLE PROPERTY.
DATE: AUGUST 8, 2004
CC: PLAN COMMISSION; TODD STEVENSON

Per our discussions regarding the timing of the installation of the improvements to arterials and collectors in and serving the North Park development, please find listed below comments on this issue. The traffic study, submitted by AECON on behalf of the developer, was reviewed and its recommendations taken into consideration.

KEY INTERSECTIONS / TIMING OF IMPROVEMENTS

General Assumptions - The improvements listed below were derived using an analysis of the increases in peak hour traffic flows as listed in the traffic study. The study stated that the existing lane configurations at the five year will maintain a Level of Service D or better. Given this information, the five year horizon was used as a base year. As mentioned below, a detailed traffic study, analyzing the specific use of a given site, should be conducted as the entire site develops.

1) State Road 46 / Curry Pike Extension – Assumption of travel lanes are as follows; Curry Pike one exclusive through lane, a combined through / right turn lane, and an exclusive left turn lane for both northeast and southwest bound traffic. A traffic signal will be constructed at this intersection as part of the County's project, to be completed in 2005. The recommendations are as follows;

- a) As specific land uses are proposed that impact this intersection, which will be all sections (A through D), the traffic study shall be updated, detailing the specific nature of the proposed use and its recommended improvements applied. This review will be conducted by Monroe County and INDOT officials.
- b) Recommended improvements, per the traffic study, are;
 - 1) any development on the north and east sides of State Road 46 shall construct Curry Pike with travel lanes as mentioned in 1a) above.
 - 2) Added right turn lane on northeast bound Curry Pike, to southeast bound State Road 46, with an increase in right turn movements of 279 vehicles per hour.
 - 3) Added second left turn lane on northwest State Road 46, to southwest bound Curry Pike, with an increase in left turn movements of 204 vehicles per hour.
 - 4) Added second left turn lane on southwest bound Curry Pike, to southeast bound State Road 46, with an increase in left turn movements of 262 vehicles per hour.

- 5) Added third lane on southeast bound State Road 46 with an increase in through movements of 202 vehicles per hour.
- 6) Added third right turn lane on northeast bound Curry Pike, to southeast bound State Road 46, with an increase in right turn movements of 735 vehicles per hour.
- 7) Added third lane on northwest bound State Road 46 with an increase in through movements of 163 vehicles per hour.
- 8) Added third left turn lane on southwest bound Curry Pike, to southeast bound State Road 46, with an increase in left turn movements of 834 vehicles per hour.
- 9) Modifications to the traffic signal heads and supports, controllers and its appurtenances shall be improved as required with the lane modifications mentioned above. This will include, but not limit this improvement to, the installation of additional signal heads, pavement loops or cameras, signal support relocation, and other incidental items associated with this type of work.

2) State Road 46 / Northwest Intersection - Assumption of travel lanes are as follows; both approaches to State Road 46 are three lanes, one lane from State Road 46 and two lanes from the proposed development, which can be converted to a combined through / right turn lane, and an exclusive left turn lane for both northeast and southwest bound traffic. The recommendations are as follows;

- a) As specific land uses are proposed that impact this intersection, which will be mostly from section D, the traffic study shall be updated, detailing the specific nature of the proposed land use and its recommended improvements applied. This review will be conducted by Monroe County and INDOT officials.
- b) The traffic study states that the intersection as constructed will provide adequate access via this intersection from this development. The internal roadway network of the development will provide several options for access, thus, not decreasing the Level of Service at this intersection to an unacceptable stage. If adjacent areas develop and are directed to this intersection, a signal may be warranted at that time with the increased traffic from all developments.
- c) The installation of a fully actuated traffic signal with an increase in traffic movements that satisfy any one of the eight warrants in Part 4 of the Manual on Uniform Traffic Control Devices as published by the USDOT, FHWA, will be required. This includes, but is not limited to, vehicular, pedestrian, and school bus movements, along with crash history occurrences.
- d) It is required that the roadway be extended to Arlington Road and to Smith Pike from this intersection. This development shall construct the road to the appropriate property lines to accommodate this alignment.

3) Curry Pike / South Frontage Road - Assumption of travel lanes are as follows; both approaches to Curry Pike will be three lanes, constructed with the current project, one lane from Curry Pike and two lanes from the proposed development, which can be converted to a combined through / right turn lane, and an exclusive left turn lane for both northeast and southwest bound traffic. The recommendations are as follows;

- a) As specific land uses are proposed that impact this intersection, which will be sections B and D, the traffic study shall be updated, detailing the specific nature of the proposed use and its recommended improvements applied. This review will be conducted by Monroe County.
 - b) Recommended improvements, per the traffic study, are;
 - 1) The installation of a fully actuated traffic signal with an increase in traffic movements that satisfy any one of the eight warrants in Part 4 of the Manual on Uniform Traffic Control Devices as published by the USDOT, FHWA. This includes, but is not limited to, vehicular, pedestrian, and school bus movements, along with crash history occurrences.
 - c) It is recommended that a roadway be constructed, identical in cross-section, not indicated in the traffic study, that services area B and D, in the northwest corner of the intersection. This will serve as a frontage road along the west side of State Road 46 that should be constructed through both parts of area D and through the Shaw property between both area D parcels.
- 4) Curry Pike / Frontage Road / Loop Road - Assumption of travel lanes are as follows; Curry Pike will be four lanes, two in each direction, plus left turn lanes in each direction at this intersection, both approaches to Curry Pike will be three lanes, two approach lanes and one through traffic lane. The recommendations are as follows;
- a) As specific land uses are proposed that impact this intersection, which will be sections A, C, and D, the traffic study shall be updated, detailing the specific nature of the proposed use and its recommended improvements applied. This review will be conducted by Monroe County.
 - b) Recommended improvements, per the traffic study, are;
 - 1) The installation of a fully actuated traffic signal with an increase in traffic movements that satisfy any one of the eight warrants in Part 4 of the Manual on Uniform Traffic Control Devices as published by the USDOT, FHWA. This includes, but is not limited to, vehicular, pedestrian, and school bus movements, along with crash history occurrences.
- 5) Curry Pike / Arlington Road - Assumption of travel lanes are as follows; Curry Pike will be four lanes, two in each direction, plus left turn lanes in each direction at this intersection, both approaches of Arlington Road to Curry Pike will be three lanes, two approach lanes and one through traffic lane. The recommendations are as follows;
- a) As specific land uses are proposed that impact this intersection, which will be sections A and D, the traffic study shall be updated, detailing the specific nature of the proposed use and its recommended improvements applied. This review will be conducted by Monroe County.
 - b) Recommended improvements, per the traffic study, are;
 - 1) There are no recommended improvements per the traffic study. This office concurs with this recommendation, however, the County should monitor the impacts on this intersection as the area develops and implement any improvements recommended with future studies of this intersection.
 - c) The installation of a fully actuated traffic signal with an increase in traffic

movements that satisfy any one of the eight warrants in Part 4 of the Manual on Uniform Traffic Control Devices as published by the USDOT, FHWA, will be required. This includes, but is not limited to, vehicular, pedestrian, and school bus movements, along with crash history occurrences.

6) Woodyard Road / Internal Road - Assumption of travel lanes are as follows; construction of two lane roadways with left turn lanes and warranted intersections. The recommendations are as follows;

a) As specific land uses are proposed that impact this intersection, which will be sections A and D, the traffic study shall be updated, detailing the specific nature of the proposed use and its recommended improvements applied. This review will be conducted by Monroe County.

b) Recommended improvements, per the traffic study, are;

1) There are no recommended improvements per the traffic study. This office concurs with this recommendation, however, the County should monitor the impacts on this intersection as the area develops and implement any improvements recommended with future studies of this intersection.

c) This office recommends that the main traffic flow of the roadway be aligned to parallel State Road 46 along the west and south sides and stub to the adjacent property in accordance with the Thoroughfare Plan. Long term, this road will serve as a frontage road to State Road 37 and 46, eventually linking to Packinghouse Road, Industrial Drive and, with the construction of a bridge over the railroad tracks, to Gates Drive. The connection to Woodyard Road should still be made.

7) State Road 37 / State Road 46 Interchange - Assumption of travel lanes are as follows; the existing alignment as constructed in 2003. The recommendations are as follows;

a) As specific land uses are proposed that impact this intersection, which will be all sections, A through D, the traffic study shall be updated, detailing the specific nature of the proposed use and its recommended improvements applied. This review will be conducted by Monroe County and INDOT officials.

b) Recommended improvements, per the traffic study, are;

1) Added second through lane on southeast bound State Road 46, from Curry Pike to State Road 37 southbound ramp, with an increase in through movements of 633 vehicles per hour.

Other transportation elements of the development that shall be addressed are;

CONNECTIVITY

General - Monroe County's Subdivision Control Ordinance, the Thoroughfare Plan and the Bloomington Township Tax Increment Financing District Study shall be adhered to with respect to the general alignments of all roadways.

Stoneybrook Subdivision - A local roadway shall be constructed to Stoneybrook Drive in a manner that does not promote "cut through" traffic into the development. The only

conflict between the two plans is the connection through Stoneybrook Subdivision, which the Thoroughfare Plan provides for Curry Pike, a four lane road, to be extended through the subdivision and the TIF Study recommends using Hunter Valley Road, which is the recommended the alignment of Curry Pike.

Shaw Property – A new road shall be constructed to connect Curry Pike and the State Road 46 Northwest access through this property. This will require this development to construct a road to the property lines in Area D.

Apple Property – A new road shall be constructed to connect Curry Pike and Packinghouse Road through this property. This will require this development to construct a road to the property lines in Area B.

Woodyard Road – A new road shall be constructed to connect the frontage road, described above in the Apple Property, to Woodyard Road.

Hunter Valley Road – Curry Pike shall be extended across the Hunter Valley Road alignment to Arlington Road.

Arlington Road – Connections shall be made with Arlington Road and the intersections of Curry Pike / Hunter Valley Road and the State Road 46 Northwest / Northeast access.

Stoutens Creek Road – No connection shall be made to this road due to the existing inadequate pavement cross-section.

State Road 46 Northeast access – A road shall be constructed through Area D to promote traffic to flow from SR 46 to Arlington Road. This will require additional Right-of-Way along the existing 30 foot wide parcel. Also, a

State Road 46 Northwest – A road shall be constructed through Area D to promote traffic to flow from this intersection to Smith Pike.

ROAD ALIGNMENTS

- 1) All road alignments shall be located in areas and constructed in a manner that will allow for the extension of said roads in accordance with the Thoroughfare Plan and TIF Study.
- 2) All alignments shall comply with design standards as outlined in the Subdivision Control Ordinance.

ROAD CROSS-SECTIONS & GENERAL CONSTRUCTION

- 1) All road cross-sections shall comply with the recommended widths as described above. This is inclusive, but not limited to, pavement widths, number of lanes, pavement depths and accommodations for other modes of transportation such as bike lanes and sidewalks.
- 2) Parking requirements as outlined in the Subdivision Control Ordinance shall be adhered to in all phases and areas of the development. On-street parking will not be allowed unless provisions are made to accommodate this, such as adequate pavement widths in an area proposed for on-street parking.
- 3) Construction plans shall be submitted for review and approval. A performance surety will be required at final plat approval.

DRAINAGE COMMENTS

Drainage Board approval is necessary and each phase of the development must be submitted for review. A conceptual, preliminary storm water drainage report for this development (dated April 7, 2004) was submitted and reviewed. The report states there will be several crossings of Stout Creek that will require DNR permits, shows proposed pond locations, and indicates that some existing quarry pits may remain. Pond locations are depicted outside of streams because it is not known whether IDEM will grant 401 permits for detention within the streams.

General Considerations for Design Submittals to the Drainage Board

- 1) The tributary that runs along the north side of the property borders Stoneybrook Subdivision. The house at 2101 Blue Bell Court is built with a walk-out lower level that is only a few feet higher than the creek bank. Stoneybrook Boulevard used to cross this tributary, but the culvert was removed after water came close to the house following heavy rains. When this crossing is reinstated, it will have to be sized adequately so that it does not induce any surcharge. Also, the flood prone areas on both sides of this tributary appear to be wooded. I would recommend that these trees be preserved.
- 2) The north tributary is one of three major tributaries to Stout Creek that run through the site. I would recommend that a landscaping plan be developed for the flood prone areas along these creeks to provide shading and for storm water quality buffers.
- 3) It is believed that regional detention on larger tributaries will result in fewer adverse environmental impacts than smaller ponds constructed on hillsides (which is where they are shown on the conceptual plan). As noted previously, this issue will have to be resolved with IDEM. The water level in smaller ponds could not be sustained well because of the small watershed areas. I would strongly recommend that a landscaping plan be required for all of the ponds. Wet ponds provide better water quality benefits if aeration is provided and if shade is present along the shoreline. Allowing tall vegetation along shorelines discourages geese. Trees can be used in dry ponds to prevent warming of the detained water. All of these issues should be addressed in the storm water quality management plan.
- 4) Permanent sediment-inducing practices should be scattered throughout the development to reduce sediment loading to the streams. A plan needs to be developed to collect particulates from roads, and a mechanism for maintenance needs to be established.
- 5) Netting, erosion control blanket, sod, or some other acceptable method should be employed to promote quick stabilization of disturbed areas, especially on slopes. Erosion control will be especially critical as individual homes and businesses are constructed.

WEW/me