



**MONROE COUNTY BOARD OF COMMISSIONERS'AGENDA
MONROE COUNTY COURTHOUSE
JUDGE NAT U. HILL III MEETING ROOM
BLOOMINGTON, INDIANA
SEPTEMBER 11, 2019
10:00 am**

- | | Page |
|--|-------------|
| I. CALL TO ORDER | |
| II. COMMISSIONERS' PUBLIC STATEMENT | |
| III. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA, LIMITED TO 3 MINUTES | |
| IV. APPROVAL OF MINUTES <ul style="list-style-type: none">• SEPTEMBER 4, 2019 | 1 |
| V. APPROVAL OF CLAIMS DOCKET <ul style="list-style-type: none">• ACCOUNTS PAYABLE – SEPTEMBER 11, 2019• PAYROLL – SEPTEMBER 13, 2019 | |
| VI. REPORTS <ul style="list-style-type: none">• TRAFFIC/ROAD UPDATE | |

VII. NEW BUSINESS

A. MOVE TO APPROVE: ORDINANCE 2019-24; OWEN COUNTY STATE BANK REZONE. 14

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

Executive Summary: This rezone request is for two 1 acre parcels located at 4020 & 4034 S Old St Rd 37 in Perry Township. Current zoning is Commercial Arterial (CA) & Multi-Dwelling Residential (RM 15) requesting a change to General Business (GB) Zoning District.

Tammy Behrman, Planning

B. MOVE TO APPROVE: INDOT AMENDMENT # 1 FOR SAMPLE RD PH II PROJECT. 45

FUND NAME: LOCAL ROAD AND STREET FUND NUMBER: 1169

AMOUNT: \$742,880

Executive Summary: This amendment is to increase the amount of federal funding for the right-of-way for Sample Road, PH II. INDOT has moved up the construction funding to FY2021 and have committed to provide 80% match.

Lisa Ridge, Highway

VIII. APPOINTMENTS

IX. ANNOUNCEMENTS

X. ADJOURNMENT

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



**MINUTES
MONROE COUNTY BOARD OF COMMISSIONERS'
SEPTEMBER 4, 2019
NAT U HILL III MEETING ROOM
COURTHOUSE
BLOOMINGTON, IN**

The Monroe County Commissioners met in a regular meeting on September 4, 2019 at 10:00 a.m. with the following members present: Julie Thomas, President; and Penny Githens, Commissioner. Also present: Elizabeth Sensenstein; Jeff Cockerill, Attorney; Angie Purdie, Commissioners' Administrator; Lisa Ridge, Highway Director; and Anita Freeman, Deputy Auditor. Not present; Lee Jones, Vice President.

I. CALL TO ORDER

The meeting was called to order by Thomas

II. COMMISSIONERS' PUBLIC STATEMENT

Statement read by Githens

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

- NONE

IV. APPROVAL OF MINUTES

- AUGUST 28, 2019

Githens made motion to approve. Thomas seconded.

Motion carried by voice vote.

V. APPROVAL OF CLAIMS DOCKET

- ACCOUNTS PAYABLE – SEPTEMBER 4, 2019

Githens made motion to approve. Thomas seconded.

(Sensenstein) Total for Accounts Payable - \$1,663,128.55

- \$239,154.75 – Anthem BC/BS

After call for public comment, carried by voice vote.

VI. REPORTS

- **TRAFFIC/ROAD UPDATE**

- Paving in Highland Village will soon be completed.
- Jonathan Dr & Liberty Dr paving will begin after Highland Village is completed.
- Paving crews will be paving next week on Fluck Mill Rd.

- **CONVENTION CENTER UPDATE**

- See attached memo.

VII. NEW BUSINESS

A. MOVE TO APPROVE: RESOLUTION 2019-16; SOPHIA TRAVIS COMMUNITY SERVICE GRANT RECIPIENTS.

FUND NAME: GENERAL

FUND NUMBER: 1000

AMOUNT: \$120,000

Githens made motion to approve. Thomas seconded.

Good morning. I'm **Cheryl Munson**, member of the County Council. I'm here to present to you contracts for funding from Sophia Travis Grants. Working with me on the Council were two members of the Sophia Travis Grants Committee, Eric Spoonmore and Kate Wiltz; two members of the public, Frankie Presslaflaff and Rachel Guglielmo. There were 37 applicants requesting \$ 241,000. We have available in the fund \$120,000. We spend every nickel with this grant program. I want to let the public know, and especially you because you will be signing the contracts, about the particular projects for the different agencies. (Complete list of recipients is attached). These 36 organizations do so much for our community. The projects that the \$120,000 is funding is just a small portion of what they do. If you want to know more about them please check them out on the internet. If you need to know more about the Sophia Travis Grant Program please check the County website www.co.monroe.in.us.

(Thomas) Thank you so much. We appreciate the work of all the social service agencies in our community. I know you all wish you could've done much more. I appreciate all the hard work that goes into reviewing applications, interviewing and making these really tough decisions so thanks to everybody and your self-included.

(Munson) So for the County Council members who have served on this committee, and there have been a number over the years, we say it is the best work of all that we do in County Government. Thank you.

(Thomas) It's a good day. Thank you so much.

(Githens) It's a herculean task and I'm glad somebody is willing to step up and do that.
After call for public comment, motion carried by voice vote.

B. MOVE TO APPROVE: ORDINANCE 2019-27; AMEND MONROE COUNTY CODE CHAPTERS 296 & 430.

FUND NAME: N/A

FUND NUMBER: N/A

AMOUNT: N/A

Githens made motion to approve. Thomas seconded.

(Cockerill) This is a result of changes in State Law. It's essentially mandating that when we do inspections and permits that the conflict of interest applies to those as well. I don't think we've historically had any issues with that but it's State Law and we want to put it into our code.

(Githens) In the definition it refers to *immediate family member* who you define that for me?

(Cockerill) I think essentially it's anyone who lives in your house. Family members who are in the same home.

(Githens) Thank you.

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

C. MOVE TO APPROVE: ORDINANCE 2019-28; AMEND MONROE COUNTY CODE CHAPTER 262.

FUND NAME: N/A

FUND NUMBER: N/A

AMOUNT: N/A

Githens made motion to approve. Thomas seconded.

(Cockerill) This and the following ordinance adds an ability to, if someone is violating our Courthouse grounds statutes, tell them not to come back for a month. If they come back and comply with the rules that's fine and subsequently if they continue to not follow the rules it's two months, three months. This would not be for the first offense but it would be for a second, offenses would be up to the discretion of the enforcement officer, which would be either the Sheriff's Department or our Maintenance Department.

(Githens) In the actual ordinance you say something about protecting the County '*fisc*' is that a standard abbreviation for fiscal or is it a typo?

(Cockerill) Where are you at?

(Githens) It's the second page of this one. The second full paragraph on the second page of that one the last line. It says it *would protect the County fisc*.

(Cockerill) Is it overnight camping facility?

(Thomas) No.

(Githens) No the next –

(Thomas) No it's about promoting public safety welfare.

(Cockerill) I think that is probably a typo and it should read facility.

(Githens) Ok.

(Thomas) It's a scrivener's error.

(Githens) The County facility or County fiscal body. I didn't know which it should be.

(Thomas) No, facility probably.

(Githens) Ok.

(Thomas) But that could be a scriveners error we won't need to make an amendment there.
After call for public for public comment, motion carried by voice vote.

D. MOVE TO APPROVE: ORDINANCE 2019-29; AMEND MONROE COUNTY CODE CHAPTER 257.

FUND NAME: N/A

FUND NUMBER: N/A

AMOUNT: N/A

Githens made motion to approve. Thomas seconded.

(Cockerill) This also adds to the same language regarding multiple infractions to the ordinance. It also removes sleeping bags from the definition of "*Camp paraphernalia*" which is not allowed on Courthouse grounds. This would allow sleeping bags to be brought and it just makes those changes of multiple violations and the resulting penalties including removal from the property for a period of time.

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

E. MOVE TO APPROVE: ORDINANCE 2019-30; AMEND MONROE COUNTY CODE CHAPTER 442.

FUND NAME: N/A

FUND NUMBER: N/A

AMOUNT: N/A

Githens made motion to approve. Thomas seconded.

(Cockerill) This is a change in our policy that would allow people to bring their dogs onto the Courthouse grounds. There are strings attached to that. The owner must attend with the dog and dogs must be on a leash and under the control of the dog's owner or attendant. This is allowing dogs on the Courthouse grounds and cats are not included in this.

(Purdie) Will they still have to pick up their-

(Thomas) Yes.

(Cockerill) Yes. They still have to follow the rules of picking the droppings and throwing them away.

(Githens) There's another scriveners error here. Sorry. I do read these things in advance. Under 442-3, it says "*The owner of attendant*" I think it's supposed to be "*the owner OR attendant*" of a dog.

(Thomas) Oh I see the second one just at the very bottom of the page.

(Githens) Are we actually going to put something out on the Courthouse lawn to provide –?

(Thomas) Yeah, Parks is bringing over bag dispensers.

(Purdie) Yeah, we'll work with Parks to have a dispenser for the little doggy bags. We will also be amending our ordinance notifications on our lawn.

(Thomas) We just need to make sure there is good signage, and the bags are near the trash can.
After call for public comment, motion carried by voice vote.

F. MOVE TO APPROVE: CONTRACT WITH DONNA BARBICK FOR YOGA CLASSES.

FUND NAME: SELF INSURANCE FUND NUMBER: 4700 AMOUNT: \$50/PER CLASS.

Githens made motion to approve. Thomas seconded.

(Cockerill) This is a contract so that the employees of Monroe County have an opportunity to take a yoga class. Scheduling will have to go through the Commissioners' Office and its \$50 per class. When we initially talked we looked at maybe a 10-12 class course and see how popular it is and how well it's doing and then maybe extend it. This contract itself does not give any kind of end date other than anything has to be scheduled through the Commissioners' Office so the time and place is by agreement with your office and the person performing the work.

(Thomas) So it's free to employees?

(Purdie) It is. This is something you guys are providing to our employees free of charge. When I sent out a preliminary email asking about interest I was basically inundated with emails. People are pretty happy about it.

(Thomas) That's great.

(Githens) I'm glad we're focusing on wellness.

(Thomas) Yeah, it is nice.

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

G. MOVE TO APPROVE: RESOLUTION 2019-21; APPROVING THE ISSUANCE OF COUNTY GENERAL BONDS.

FUND NAME: 2019 GO BOND FUND NUMBER: 4812

AMOUNT: NOT TO EXCEED \$5,170,000

Githens made motion to approve. Thomas seconded.

(Cockerill) This I guess will officially kick off the request for a bond for the 2019 year. The projects which are typically the most important part of these bonds. I'll just read off the project list and talk about a little bit more after that.

- The projects include highway vehicles, fiber improvements, Nat U. Hill technology improvements, general County vehicle acquisition and improvements (including retrofitting for propane), construction of a propane filling station, probation vests, LOW treasurer software, vending machines, fans, Alexander Monument improvements, sealant on parking garage, justice building pin tuck, election equipment, roundabout design/landscape, ADA paved seating area on Courthouse lawn, fair board support, and all related improvements and the incidental expenses in connection with these projects.

And I would ask that it would also include land purchase-

(Thomas) Right.

(Cockerill) I don't see that on that list and it should be. I think the amendment should include purchase of land.

(Thomas) Right. You good with that?

(Githens) I move to amend Resolution 2019-21 to include purchase of land.

(Thomas) Second.

All in favor of amendment, motion carried by voice vote.

(Thomas) So that gets added to 'Exhibit A' description of properties. We also talked about permitting software, are we just going to do that out of a different fund?

(Purdie) Yeah, (inaudible) hasn't made a decision in what we're doing. But I think we can handle it under Cumulative-

(Githens) What is LOW Treasurer software?

(Cockerill) LOW is our financial software and it needs some updating and improvements and this is to help with that.

(Purdie) I think it actually - Elizabeth do you know more about it?

(Sensenstein) Is this in regards to the site they want too? I'm not sure.

(Purdie) Yeah. Currently the Treasurer doesn't have this software and this will help them with the parcels-

(Sensenstein) Yeah, property tax. Parcels will be something that the public would have access to to be able to look up their information about their property.

(Purdie) We are also going to talk to them about mobile home data on a separate Legacy kind of software platform and we want to talk to LOW about bringing that over.

(Githens) Will this compliment the County's GIS system?

(Purdie) I don't know about that.

(Sensenstein) It will be much more in-depth than the GIS.

(Githens) Oh, ok. Thank you.

(Thomas) It's kind of bringing together information from the Assessor, Auditor and Treasurer all in one place. But I didn't realize it was going to have the resident's interface which is really nice.

(Sensenstein) I think that is what they'd like. A lot of counties that use LOW (inaudible)

(Thomas) Good I like that. Even better.

(Githens) Thank you for explaining it.

(Thomas) So the Fair Board is a specific equipment upgrade for safety compliance. And yes we want to finish the Alexander Monument improvements. We want to get that done. My understanding is there is some local quarries who are hopefully going to help us as well.
After call for call for public comment, motion carried by voice vote.

H. MOVE TO APPROVE: RATIFY AGREEMENT WITH INDIANA UNIVERSITY.

FUND NAME: N/A

FUND NUMBER: N/A

AMOUNT: \$0

Githens made motion to approve. Thomas seconded.

(Purdie) I am here for Penny Caudill and this agreement is between our Health Department and Indiana University. When Ms. Caudill spoke about this last week at the work session this program is going to unite nursing students and our Health Department employees. It's going to be an education on use of Naloxone program. This will provide education, training to students who will then conduct community education and training on Naloxone. This is going to be a good educational experience for both the students and our Health Department employees. There is no money attached to this and we believe this is a nice partnership with the university.

(Githens) I like the education outreach part of it.

(Thomas) Yeah, it is a good thing.

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

I. MOVE TO APPROVE: AGREEMENT WITH CARDNO INC. FOR MITIGATION SERVICES.

FUND NAME: CUMULATIVE BRIDGE FUND NUMBER: 1135

AMOUNT: \$113,500

Githens made motion to approve. Thomas seconded.

(Ridge) This is required to carry out our IDEM permit. Since the bridge has just now been completed we have to continue mitigation services over the next 10 years. This is for those services. Down the road if IDEM wants to eliminate the permit we are allowed to eliminate the services. Say if 5 years down the road they feel that the mitigation is working and effective and doesn't need to continue the 10 year monitoring then we can cease this portion of the project.

(Thomas) So is this paid annually in 10 increments?

(Ridge) No it's actually paid roughly around \$113,000 per year depending on which year it is. I have a breakdown of that, I believe it's in the packet. But it's broke out per year so we don't pay for it in advance.

(Thomas) Right. Ok, good.

(Githens) There was no 'exhibit B' is that correct? Because it says as agreed in writing in 'exhibit A' or if applicable in 'exhibit B' attached. There's no 'exhibit B' in the packet.

(Thomas) It's in 'A'.

(Ridge) I believe it is.

(Githens) It says that their rates are subject to increase annually. Do we have any cap on that?

(Ridge) We have it spelled out exactly what it will be every year. If I didn't include that in the packet I can send that to you. Dave Schilling had already reviewed everything legally also on it.

(Githens) Ok. I looks like they have a lot in there about all insurance they cover but I didn't see some of this stuff.

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

VIII. APPOINTMENTS

- **NONE**

IX. ANNOUNCEMENTS

- 'Paint the Town Purple' event to kick off our Opioid Awareness Month will be this Friday, September 6th from 5 – 8pm on the Courthouse lawn. Event is free and open to the public.
- Accepting applications for all boards and commissions.
- Next Commissioners' Meeting: September 11, 2019, 10am in the Nat U Hill room, 3rd floor of the Courthouse.

X. ADJOURNMENT

The minutes of the September 4, 2019 Board of Commissioners' meeting were approved on September 11, 2019.

Monroe County Commissioners

Ayes:

Nays:

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens

Penny Githens

Attest:

Catherine Smith, Auditor

Commissioners' Update on the Status of the Convention Center Expansion

September 4, 2019

We want to bring the public up-to-date on where things stand regarding the expansion of the convention center.

In July the Monroe County Commissioners issued a statement inviting the County Council, the Bloomington City Mayor and the Bloomington City Council to sit down with us to work out issues that were beyond the scope of the original steering committee, most importantly, to identify funding for all portions of the project. We are pleased to announce that all parties have accepted our invitation, and with the help of the mayor's staff we have scheduled a meeting for September 16th at 5:30 pm.

The expansion of the convention center includes renovations to the current facility, the construction of a second building, erecting a new parking garage, creating at least one connector, and properly incentivizing a new hotel development. The total cost for this expansion is estimated to be in the neighborhood of \$59 M – not including incentives for the hotel. The food and beverage tax created by the County Council can support a 20-year, \$30 M bond. Together, we need to identify additional funding sources to support the \$59 M total estimated cost plus the additional incentives for the construction of a hotel. These funding sources should be identified before any work begins. We hope that by bringing the fiduciary bodies, the Commissioners and the Mayor to the table that we can answer questions about funding for the residents of Monroe County.

It is also important to clear up some misconceptions. On Sunday, September 1, Erin Predmore, president and CEO of the Bloomington

Chamber of Commerce wrote a column in the Herald-Times supporting our recommendation of a Capital Improvement Board. We thank her for the support of our recommendation. However, in her column Ms. Predmore stated, "The current center, which opened in 1991, is a partnership between Monroe County and the City of Bloomington." This is incorrect. The current Convention Center is wholly owned by Monroe County, and proceeds from the county's inn-keepers' tax pays for its operations. In fact, it is the county's ownership of the facility that led us to insist that we be true and equal partners in the convention center expansion, something the city was previously reluctant to agree to.

Second, Ms. Predmore was critical of the County Commissioners for our efforts to ensure that all relevant elected officials work together. Rather than construe this as "putting the brakes on the current process," we want to ensure that funding is in place for this project before any work begins. Instead, we are focused on ensuring a thoughtful, deliberative, and fiscally responsible process. **We cannot support a decision to break ground with only half of the required funding identified!**

Third, while there are many instances where County Government delegates responsibility, a \$59 M project that involves funding from a county food and beverage tax and on-going support from the Inn Keepers' tax **requires** our involvement. We cannot abrogate our responsibility to taxpayers.

With several major items to work out, we are hopeful that we can identify funding – the first decision of many that need to be made. We believe other decisions will come much more quickly in subsequent meetings. This is a step forward, and a necessary one, and we are glad to have the opportunity to work collaboratively with our elected colleagues.

2019 Sophia Travis Community Service Grant Awards

<u>AGENCY</u>	<u>PROJECT</u>	<u>AWARD</u>
All-Options Pregnancy Resource Center	Hoosier Diaper Program	\$3,900.00
Amethyst House	Residential Food	\$2,300.00
Big Brothers, Big Sisters	Bigs in Badges	\$6,500.00
Boys & Girls Clubs	Youth Transportation Assistance	\$5,000.00
Catholic Charities of Bloomington	Trauma Treatment Sustainability Grant	\$2,200.00
Cardinal Stage	Cardinal for Schools	\$1,450.00
Community Justice and Mediation Center	CJAM Training, Education & Outreach	\$2,460.00
Community Kitchen	Food Purchase	\$6,700.00
El Centro Comunal Latino	Community Interpreting Needs	\$1,990.00
Girls Inc.	Security Fence	\$2,270.00
Grace Center, Inc.	Food Purchase	\$5,400.00
Harmony School Corporation	Rhino's Youth Radio	\$600.00
Hoosier Hills Food Bank	Truck Replacement Project	\$4,800.00
Hoosiers Feeding the Hungry	"Meat" the Need 2019-2020	\$2,000.00
Indiana Recovery Alliance	SAP & Overdose Prevention	\$5,000.00
IU Health Bloomington Community Health	Middle School Wellness Camp	\$600.00
Lotus Education & Arts Foundation	A Light in the Dark	\$1,750.00
Middle Way House	Roof Repair	\$4,000.00
MidWay Music Speaks	MidWay Music Festival	\$1,400.00
M. C. Health Department	Safe Sharps Disposal	\$2,250.00
M. C. Parks & Recreation Department	IN Limestone Symposium	\$2,100.00
Monroe County United Ministries	Basic Needs for M.C. Residents	\$3,400.00
Mother Hubbard's Cupboard	Emergency Food	\$1,130.00
My Sister's Closet	Continued Client Services w/help of the Cloud	\$1,000.00
New Hope For Families	An Open Door	\$3,750.00
New Leaf- New Life	Support for Day 1 Release Assistance	\$5,000.00
Planned Parenthood of IN & KY	Cockrum Compassionate Care Fund	\$5,300.00
Safe Families for Children	Safe Families for Children	\$5,300.00
Shalom Community Center	Friend's Place Shelter	\$2,700.00
Society of St. Vincent de Paul	Truck Repair & Maint/ Box Springs & Bed Frame Fund	\$5,400.00
South Central Community Action Program	Thriving Connections	\$5,750.00
South Central Indiana Housing Opportunities	Housing4Hoosiers Resources for Renters	\$3,500.00
Team First Book	Edgewood Primary School Early Literacy	\$2,300.00
The Warehouse	Safety Updates	\$3,500.00
Wheeler Mission	Installation of utilities for expansion	\$4,800.00
Writing For (A) Change Foundation	Young Women Writing for Outreach Programs	\$2,500.00
	TOTAL	\$120,000



**MONROE COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA
MONROE COUNTY COURTHOUSE
JUDGE NAT U. HILL III MEETING ROOM
BLOOMINGTON, INDIANA
September 4, 2019**

- 1. Talisha Coppock – Director, Downtown Bloomington**
 - a. Canopy of Lights
- 2. Lois Pursell – Town of Stinesville, Clerk/Treasurer**
 - a. Request for Assistance
- 3. Tammy Behrman**
 - a. 2019-24 Owen County State Bank Rezone
- 4. Jackie Nester**
 - a. 2019-26 Hoosier Hills Bank Rezone
- 5. Lisa Ridge – Highway Director**
 - a. Miscellaneous
- 6. Legal Department**
 - a. Miscellaneous
- 7. Angela Purdie – Commissioners' Administrator**
 - a. Miscellaneous

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: September 11, 2019

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

OR

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

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

2019-24 Owen County State Bank Rezone

All Grants must complete the following

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

Or other identifying number

Pass Through Entity

Amount Received

Federal:

State:

Local Match:

Total Received:

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

Fund Name:

Fund Number

Amount:

Executive Summary:

The request is to rezone two 1.0 +/- acre parcels (2.0 acres), located at 4020 & 4034 S Old State Road 37 in Perry Township Section 21 (Parcel # 53-08-21-200-116.000-008 & 53-08-21-200-115.000-008) from Commercial Arterial (CA) & Multi-Dwelling Residential (RM15) to General Business (GB) Zoning District.

Person Presenting: Tammy Behrman

Department: Planning

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

Submitted by: Tammy Behrman

Date: 8/26/2019

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

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

ORDINANCE NO. 2019-24

Owen County State Bank 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 two 1.0 +/- acre parcels (2.0 acres), located at 4020 & 4034 S Old State Road 37 in Perry Township Section 21 (Parcel # 53-08-21-200-116.000-008 & 53-08-21-200-115.000-008) from Commercial Arterial (CA) & Multi-Dwelling Residential (RM15) to General Business (GB) Zoning District.

SECTION II.

The following conditions of approval shall apply to this petition:

1. Sidewalks are to be required for each lot along S Old State Road 37 for site plan approval.
2. Each lot must use a build forward concept as described in the MCUA Phase 2 Plan and require pedestrian access directly from street sidewalk to building without crossing through parking area or drives.
3. Highway Department requires a shared driveway on S Old State Road 37 for both the north and south lots and the left turn lane should line up opposite the Kroger left turn lane.

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 11th day of September, 2019.

BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA

"Yes" Votes

"No" Votes

Julie Thomas, President

Julie Thomas, President

Lee Jones, Commissioner

Lee Jones, Commissioner

Penny Githens, Commissioner

Penny Githens, Commissioner

Attest:

Catherine Smith, Monroe County Auditor

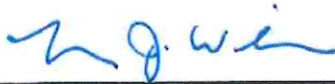
**OFFICE OF
MONROE COUNTY PLAN COMMISSION
501 N Morton Street, Suite 224
BLOOMINGTON, IN 47404**

TO: THE COMMISSIONERS OF MONROE COUNTY, INDIANA

CERTIFICATION

I, Larry Wilson, hereby certify that during its meeting on August 20th, 2019 the Monroe County Plan Commission considered Petition No. 1906-REZ-03 for a rezone (Ordinance No. 2019-24) 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 7-0.

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



Larry Wilson
Planning Director

August 20, 2019

Date

MONROE COUNTY PLAN COMMISSION ADMIN**August 20, 2019**

PLANNER Tammy Behrman
CASE NUMBER 1906-REZ-03 Owen County State Bank Rezone
PETITIONER Owen County State Bank c/o Smith Brehob and Associates
OWNER Joe W Smith & Aaron M Langley
ADDRESS 4020 & 4032 S Old State Road 37
REQUEST Rezone from Commercial Arterial (CA) & Multi-Dwelling Residential (RM15) to General Business (GB)
 o Waiver request from final hearing
ACRES 2.0 +/- acres total (two legal lots of record of each 1.0 acre)
ZONE CA and RM15
TOWNSHIP Perry
SECTION 21
PLATS -
COMP PLAN
DESIGNATION: MCUA Mixed Use
MCUA Phase 2: Gateway South (G2)

EXHIBITS

1. Petitioner Cover Letter
2. Petitioner Proposed Site Plan for Financial Institution use (Revised 7/25/2019)
3. Southcrest Subdivision Final Plat (60' Easement)
4. Highway Department comments on proposed site plan
5. Use Table for General Business (GB) zone

RECOMMENDATION

Staff recommends **approval** based on the Findings of Fact subject to the County Highway and Drainage engineer reports with the following conditions:

1. Sidewalks are to be required for each lot along S Old State Road 37 for site plan approval.
2. Each lot must use a build forward concept as described in the MCUA Phase 2 Plan and require pedestrian access directly from street sidewalk to building without crossing through parking area or drives.
3. Highway Department requires a shared driveway on S Old State Road 37 for both the north and south lots and the left turn lane should line up opposite the Kroger left turn lane.

SUMMARY

The petitioner desires to rezone two one (1) acre lots from Commercial Arterial (CA) & Multi-Dwelling Residential (RM15) to General Business (GB). Should the rezone be approved then the petitioner intends to submit a commercial site plan for review for Financial Service use. Site Plan review would be required for any commercial use onsite that will include input on traffic analysis from the Highway Department, the Drainage Engineer for stormwater detention along with meeting the requirements for parking, landscaping, and Chapter 815 site plan requirements.

PLAN REVIEW COMMITTEE

Two members attended the July 11, 2019 Plan Review Committee meeting. Discussions centered on requiring the development conditional on a many concepts found in the MCUA Phase 2 Plan including pedestrian friendly design and build forward concept. Mixed-use in this location is highly desirable among the members but difficult to condition. The proposed building will likely only be one story high. Comments on the northern access to Gordon Pike using an existing 60' easement on the west side of the petition site was requested and there were discussions that a shared driveway should be required. It is

uncertain what the second lot will be developed into but sidewalks should be required. The lots may or may not be combined for planning purposes.

Staff has added to the staff report a more in-depth study of MCUA Phase 2, several conditions of approval for consideration, and the new design concept submitted by the petitioner that incorporates a build forward concept and a front entry/sidewalk connection concept. One limitation found by staff is that under the current design standards there is a substantial front setback requirement (50' from a 50' right of way) that limits the build-forward concept. A design standards variance would be required to reduce the front setback and accommodate the MCUA Phase 2 concept to build forward and incorporate the building into the façade zone.

BACKGROUND

The proposed rezone is for General Business zoning described as:

General Business (GB) District. The character of the General Business (GB) District is defined as that which is primarily intended to meet the needs for heavy retail business uses. General business uses should be placed into cohesive groupings rather than on individual properties along highways in order to take advantage of major thoroughfares for traffic dissemination. Access control should be emphasized. The purposes of the GB District are: to encourage the development of groups of nonresidential uses that share common highway access and/or provide interior cross-access in order to allow traffic from one business to have access to another without having to enter the highway; to discourage single family residential uses; to protect environmentally sensitive areas, such as floodplain, karst and steep slopes; and to maintain the character of the surrounding neighborhood. Some uses are conditionally permitted. The conditions placed on these uses are to insure their compatibility with the adjacent residential uses.

The proposed use for the site has been determined as Financial Service that is permitted in GB zone and requires no special conditions to be met. It is classified as Medium Intensity.

Financial Service. An establishment primarily engaged in providing financial and banking services. Typical uses include banks, savings and loan institutions, stock and bond brokers, loan and lending activities and similar services.

In response to a call from the tenant in the home on the southern lot, staff made the determination that the southern lot may continue to be a residence if the rezone to GB is approved. Any further development of the southern lot will take it out of a grandfathered state and it cannot be used for residential purposes under the current ordinance.

LOCATION MAP

The petition site is located on two parcels in Perry Township Section 21 at 4020 & 4032 S Old State Road 37. It is directly west from the Southside Kroger Grocery.

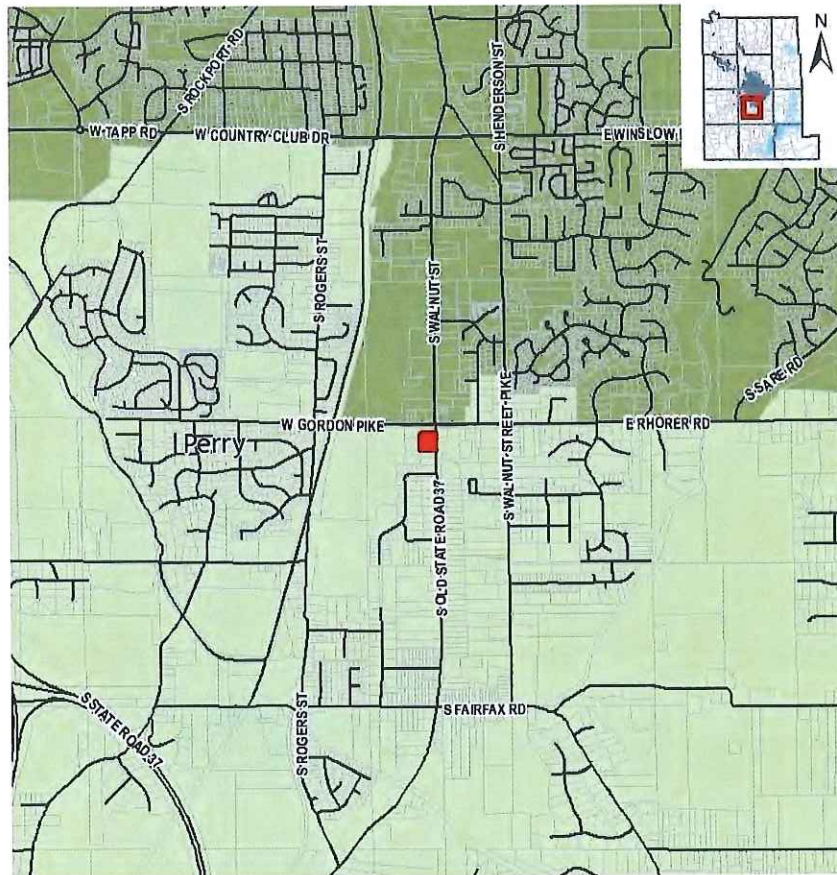
Location Map

- Petitioner
- Roads
- Civil (Political) Townships
- Incorporated Areas**
- Bloomington
- Parcels

0 0.2 0.4 0.8 Miles



Monroe County
Planning Department
Source: Monroe County GIS
Date: 7/3/2019



ZONING

The northern one acre property is zoned Commercial Arterial (CA) and the southern one acre is zoned Multi-Dwelling Residential 15 (RM15). The immediately adjoining properties encompassing the petition site are CA to the north, RM15 to the south and several commercial Planned Unit Developments (PUD) to the east and west. The City of Bloomington jurisdiction is located just north of W Gordon PIKE.

The northern lot is currently vacant and the southern lot use is single family residential. Uses nearby include mostly commercial use with residential to the south.

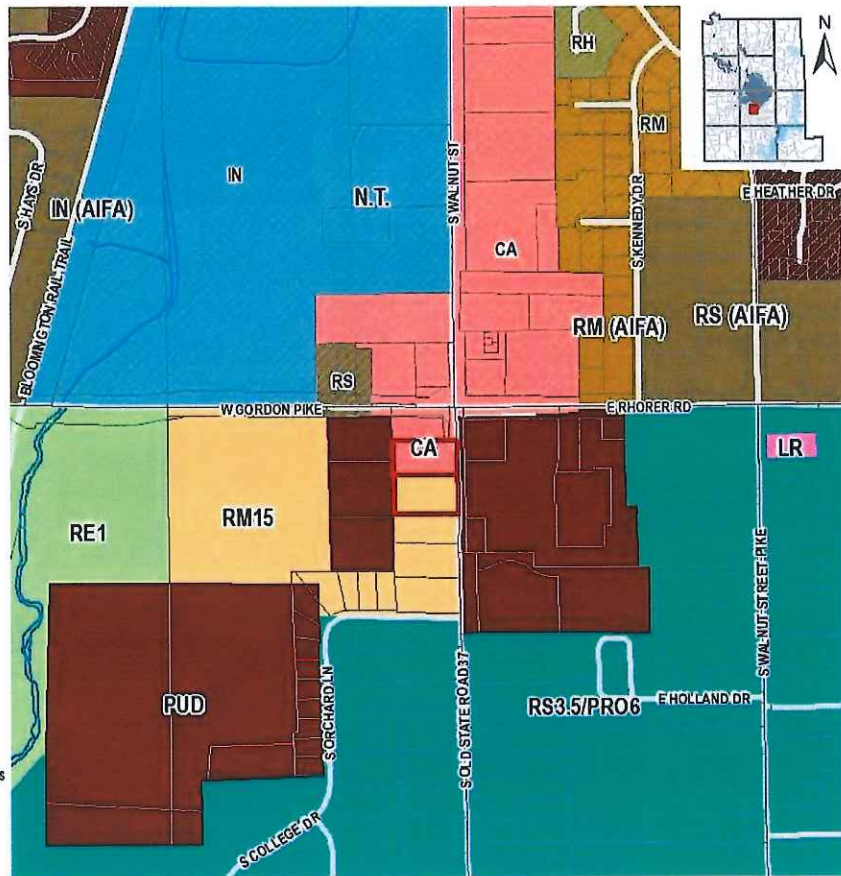
Current Zoning Map

- Petitioner
- Parcels
- Roads
- Hydrologic Features
- Monroe County Zoning**
 - CA - Commercial Arterial
 - IN - Institutional
 - LR - Low Density Residential
 - N.T. - No Tag (Outside Juris.)
 - PUD - Planned Unit Development
 - RE1 - Estate Residential 1
 - RM - Multi Dwelling Residential
 - RM 15 - Multi Dwelling Res. 15
 - RS - Single Dwelling Residential
 - RS3.5/PRO6 - Single Dwell. Res. 3.5/PRO6
- Bloomington Zoning**
 - CA, Commercial Arterial
 - IN, Institutional
 - PUD, Planned Unit Development
 - RH, Residential High-Density Multifamily
 - RM, Residential Multifamily
 - RS, Residential Single Family

0 0.05 0.1 0.2 Miles









Monroe County
Planning Department
Source: Monroe County GIS
Date: 7/3/2019

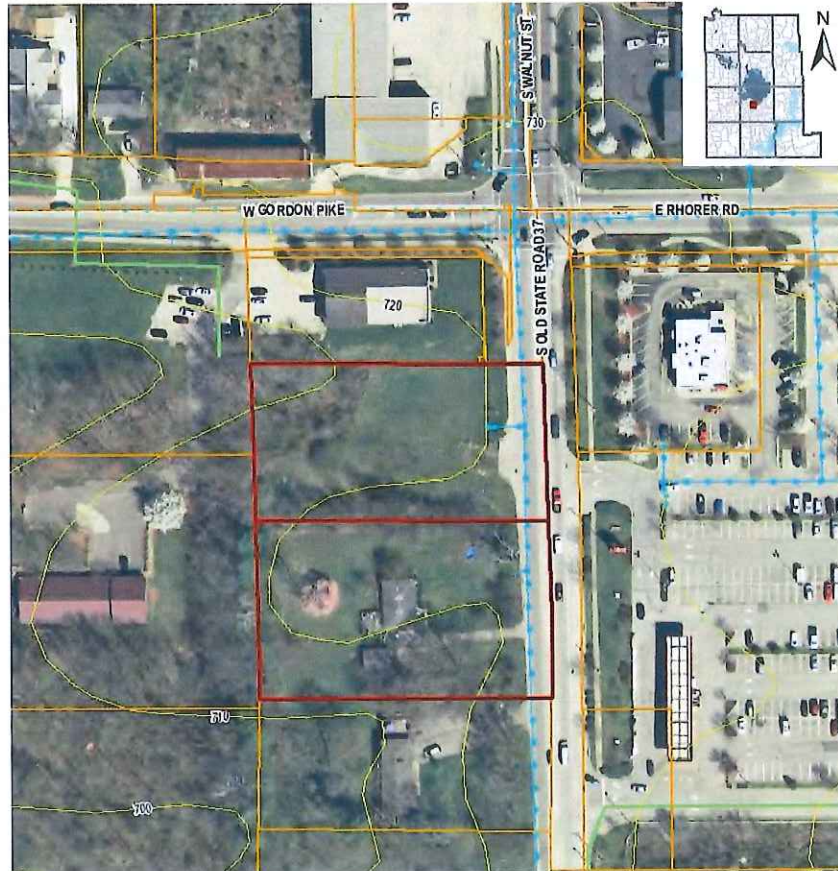


SITE CONDITIONS

The petition site is vacant on the northern one acre lot and has a drainage basin to the west. It is unclear if this is a karst feature or was configured as a result of a driveway built to the west. The one acre lot to the south has a tenant occupied home built in 1962, a detached garage and above ground pool. Drainage is to the west, the nearest FEMA floodplain is over 900' feet to the west. Both lots maintain frontage on S Old State Road 37, classified as a minor collector. There are sidewalks on the northern lot adjacent to the road. City of Bloomington water and sanitary sewer service are available. There is a 50' ingress/egress easement for the three lots to the west that abuts the west property line. Staff has not seen documents to show that the two petitioner lots have the right to utilize the western ingress egress easement.

Site Conditions Map

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



0 55 110 220 Feet









Monroe County
Planning Department
Source: Monroe County GIS
Date: 7/3/2019

SLOPE CONDITIONS

There are some slopes greater than 15% on the site and there an area in in the northwest is an area of land with closed contours which could indicate a karst feature. More information in the form of a geotechnical analysis may be required.

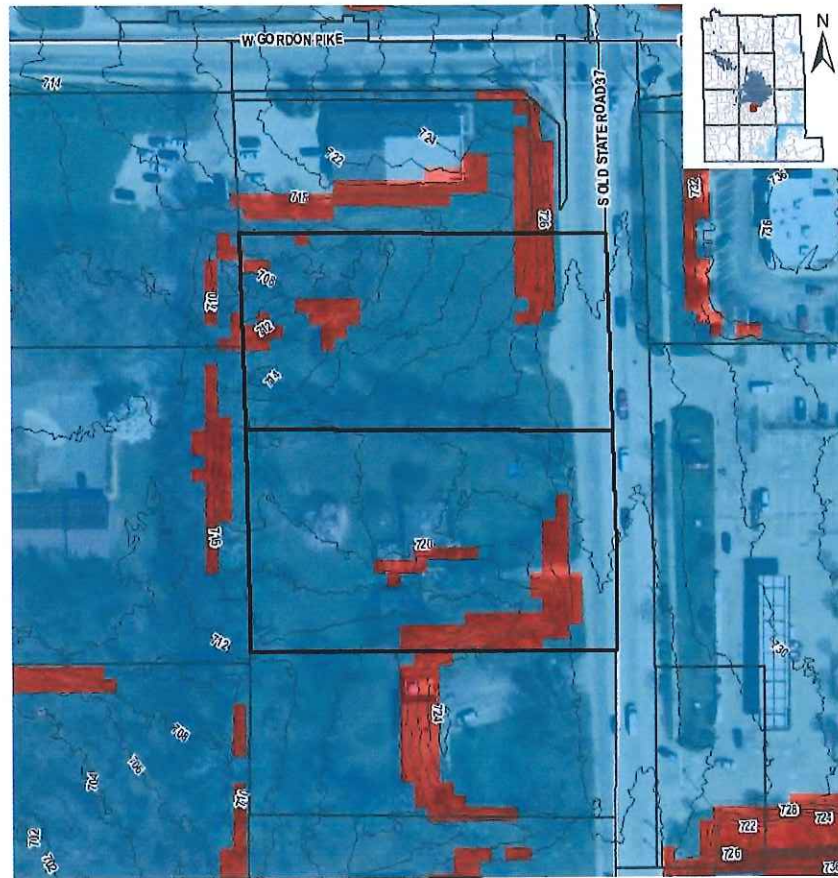
Slope Map

-  Petitioner
-  Parcels
-  2-Foot Contours
-  Roads
- Percent Slope (2010)**
 -  0 - 15
 -  > 15

0 20 40 80 120 160 Feet



Monroe County
Planning Department
Source: Monroe County GIS
Date: 7/3/2019



INFRASTRUCTURE

Highway and Stormwater Engineering Reports to be determined.

SITE PICTURES



Figure 1. View facing south along S Old State Road 37. Sidewalks are visible along the northern vacant lot.



Figure 2. View facing north along S Old State Road 37. The intersection with Gordon PIKE / Rhorer RD is in the background along with the dental office.



Figure 3. View facing northeast. View of the vacant parcel with S Old State Road 37 in the background.



Figure 4. View facing west. Petition site northern lot line and dental office on the right.

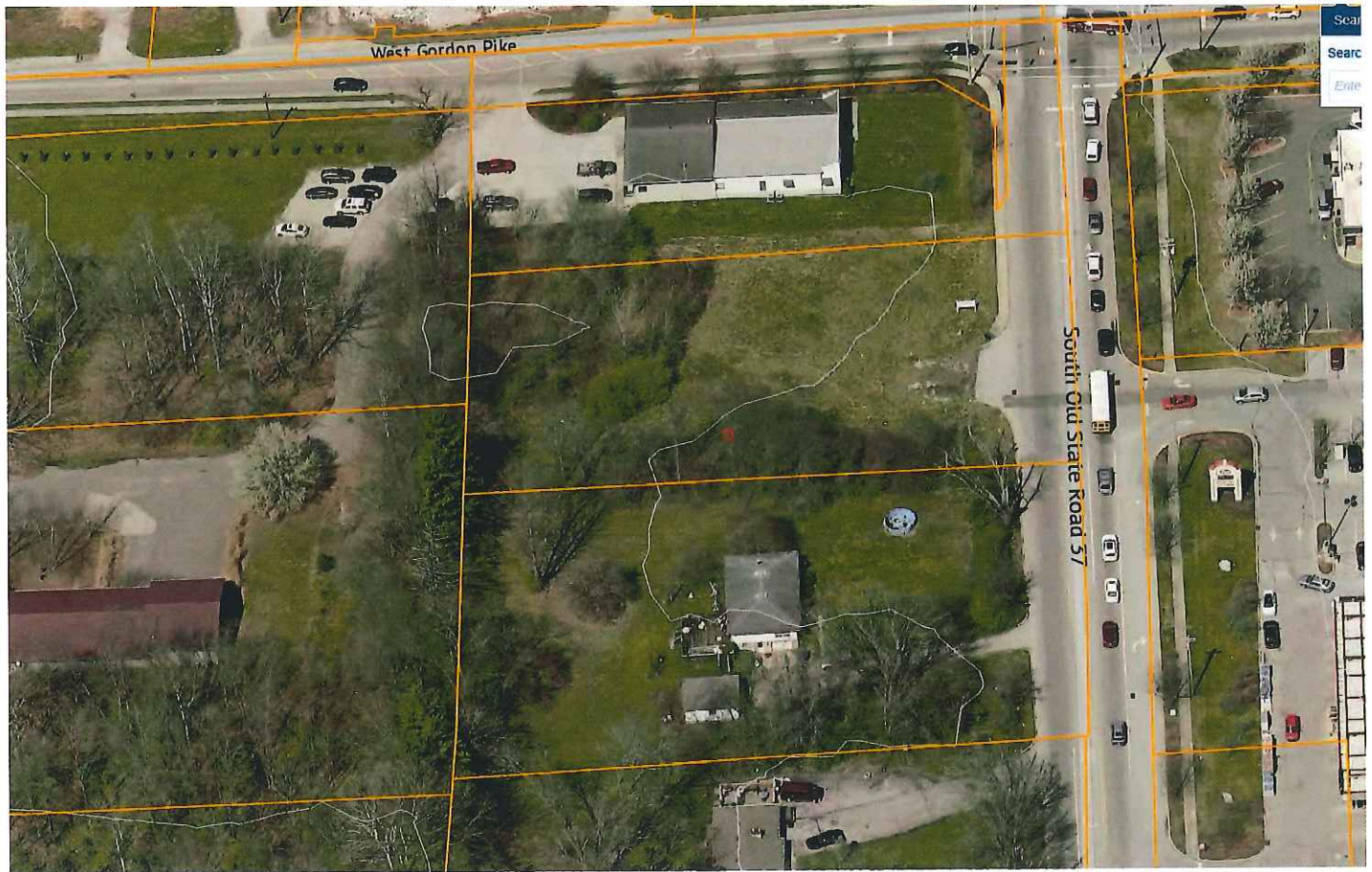


Figure 5. Facing north; Pictometry view from 2017 of petition site.

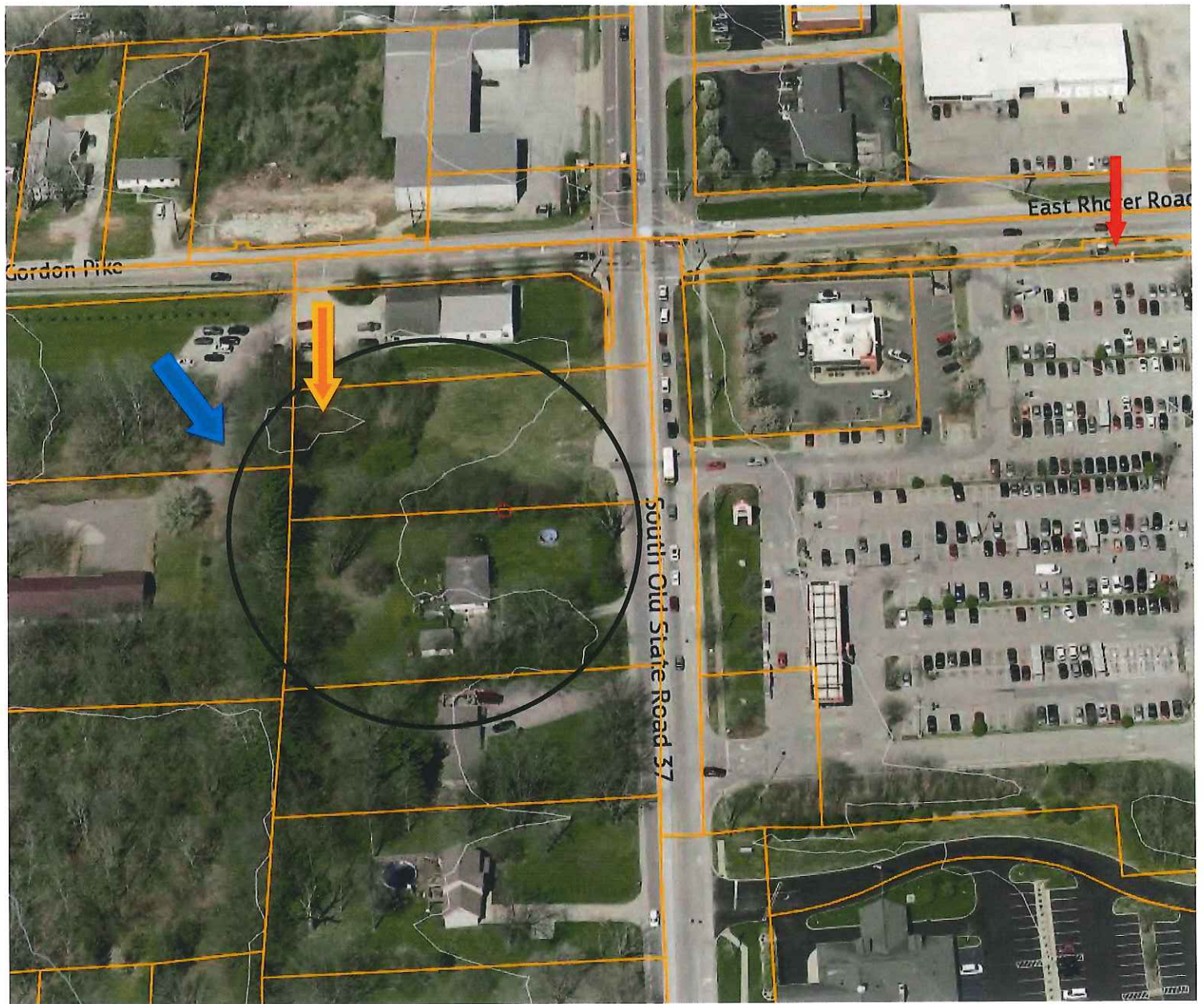


Figure 6. Facing north: Pictometry view of the petition site and surrounding area in 2017. Sixty foot platted easement on adjacent property shown by the blue arrow. The drainage depression shown with orange arrow. Red arrow is a bus stop.

COMPREHENSIVE PLAN DISCUSSION

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

5.1.0 Mixed-Use

Mixed-use districts are the densest, most pedestrian-oriented development types in the urbanizing area.

This land use type will vary in terms of form, scale, character, and the specific mix of uses, depending on location, access considerations and existing development context.

Uses may be integrated vertically within buildings, such as residential or office over ground-floor retail, or horizontally among single-use buildings that are closely coordinated with one another. Mixed-use areas may take the form of linear corridors along major roadways, large districts that serve as regional destinations for commerce, dining and entertainment, or small nodes at crossroads that serve nearby residential neighborhoods or employment areas. Mixed-use areas offer the greatest flexibility in terms of land use. Individual parcels of land within a larger mixed-use area may be developed with a single use, so long as the site is designed in a way to integrate with surrounding sites to create a whole that is greater than the sum of parts.

Most areas designated as mixed-Use on the land Use map are in locations with existing suburban-style development. These locations offer opportunities for reinvestment, infill, redevelopment, and transformation into more walkable centers of activity within the Urbanizing Area. Examples include the Third Street corridor, the Tapp Road/Sr-45/Curry Pike Area, and key intersections along the South Walnut Street corridor.

A. Transportation

Streets

Developments should be designed to create a system of interconnected streets and blocks. ideally, new streets should be platted as public rights-of-way through the subdivision process; however, private streets may also be acceptable, provided that they are designed and maintained to public street standards and are made publicly accessible through dedicated easements.

Bike, Pedestrian, and Transit Modes

Mixed-use streets should incorporate the full suite of complete street and “green” street design techniques. Streets should safely accommodate pedestrian and bicycle travel, as appropriate to the larger context of the transportation system and the surrounding scale and character of development. Wider sidewalks or an enhanced buffer along the street will provide a safer environment for pedestrians while allowing greater access to businesses in mixed-use areas. Streets should not be designed with a “one-size fits all” approach. Local streets may accommodate cyclists through an overall design that discourages high travel speeds by motorists, such as the use of narrower travel lanes (10 to 11 feet), on-street parking, and smaller curb radii at intersections (15 to 25 feet). These streets may simply require pavement markings or signage indicating that cyclists may use the travel lane. On the other hand, multi-lane roads should provide enhanced bicycle infrastructure, such as on-street bicycle lanes, cycletrack facilities, or off-street shared use paths, with special attention to transitions between different facility types. As the most likely to support transit service in the future, mixed-use streets should be designed to

accommodate potential transit expansion.

B. Utilities

Sewer and Water

Most areas designated for mixed-use development in the land Use Plan are already served by sewer and water infrastructure. All new developments should conduct water and sewer capacity analyses and contribute to system upgrades if necessary. Major sewer line extensions or upgrades, should be coordinated with other roadway or streetscape improvements where possible to minimize traffic disruption and improve cost efficiency of capital improvements. A major advantage to mixed-use development is that it reduces the peak usage in the area due to the diversity of building uses.

Power

Overhead utility lines should be buried in mixed-use areas to eliminate visual clutter of public streetscapes and to minimize system disturbance from major storm events.

Communications

Communications needs will vary within mixed-use developments, but upgrades to infrastructure should be a key consideration for future development sites. The county should create a standard for development of communications corridors to supplement and complement University research and development and the existing information technology sector.

C. Open Space

Park Types

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

Urban Agriculture

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

D. Public Realm Enhancements

Lighting

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

Street/Site Furnishings

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

E. Development Guidelines

Open Space

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

Parking Ratios

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

Site Design

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

Building form

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

Materials

Mixed-use buildings should have a durable and lasting character, indicative of their ability to be repurposed for various uses over time. This is best achieved through the use of brick and dimensional or cultured stone. Concrete masonry units may be used, but should have texture and

color variation if used as a primary building material. Blank walls should be avoided, particularly for facades facing public streets.

Private Signs

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

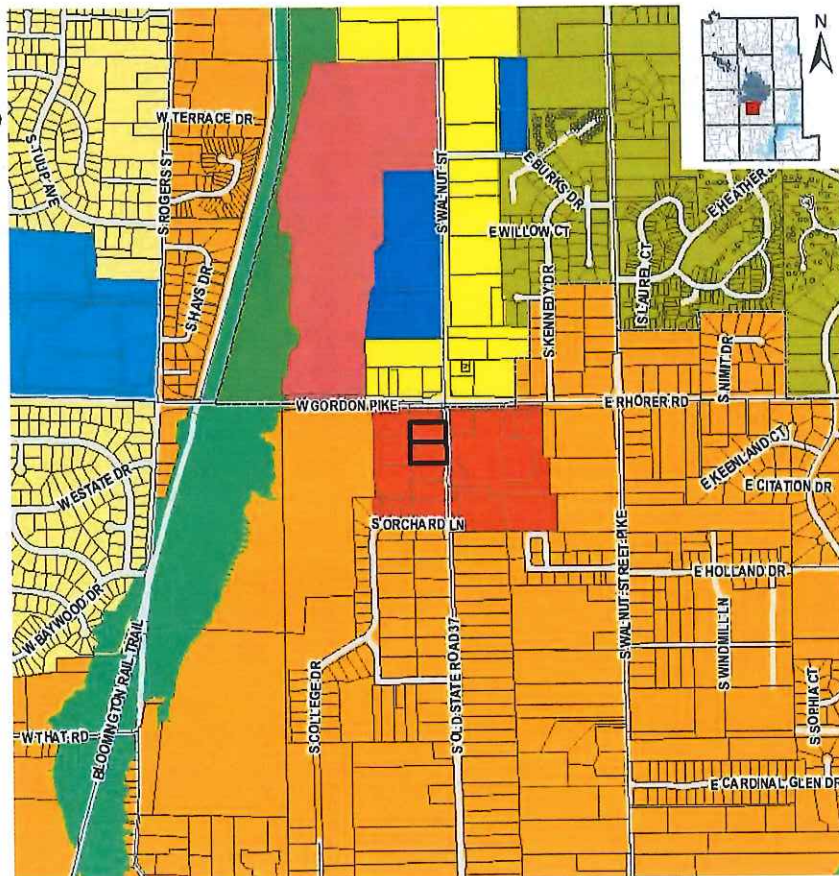
Comprehensive Plan

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

0 0.075 0.15 0.3 Miles



Monroe County
Planning Department
Source: Monroe County GIS
Date: 7/3/2019



Monroe County Urbanizing Area Plan Phase II: Gateway South District

G2 GATEWAY SOUTH

This district includes properties to the south of Bloomington located between Clear Creek and Jackson Creek, including the historic Clear Creek community. This district is intended to preserve historic assets while accommodating sensitive infill and redevelopment in the southern gateway to Bloomington. This district is intended to implement the vision for neighborhood-scale infill

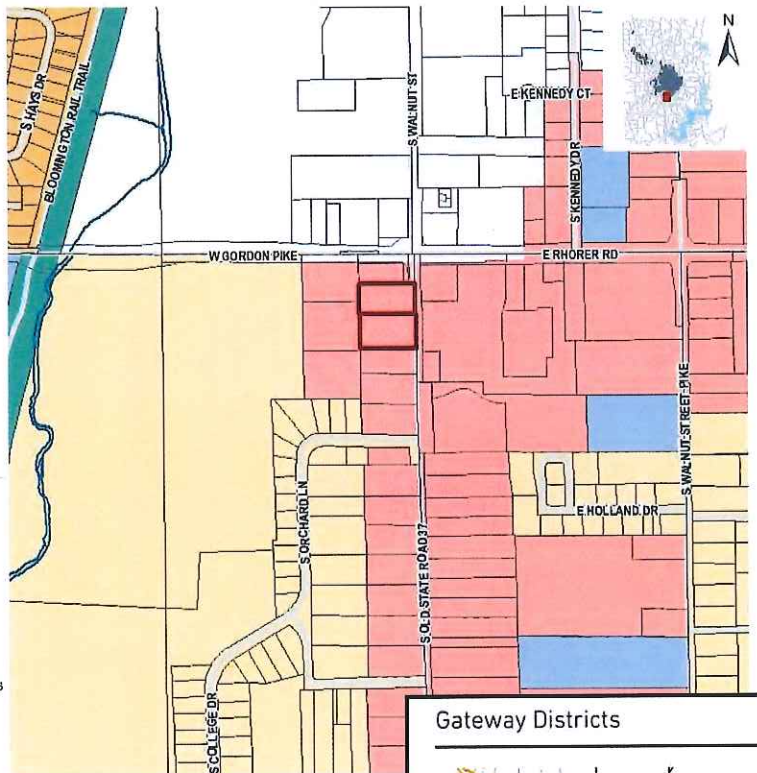
development in the Clear Creek Gateway focus area of the Urbanizing Area Plan.

Proposed Zoning Map (2016)

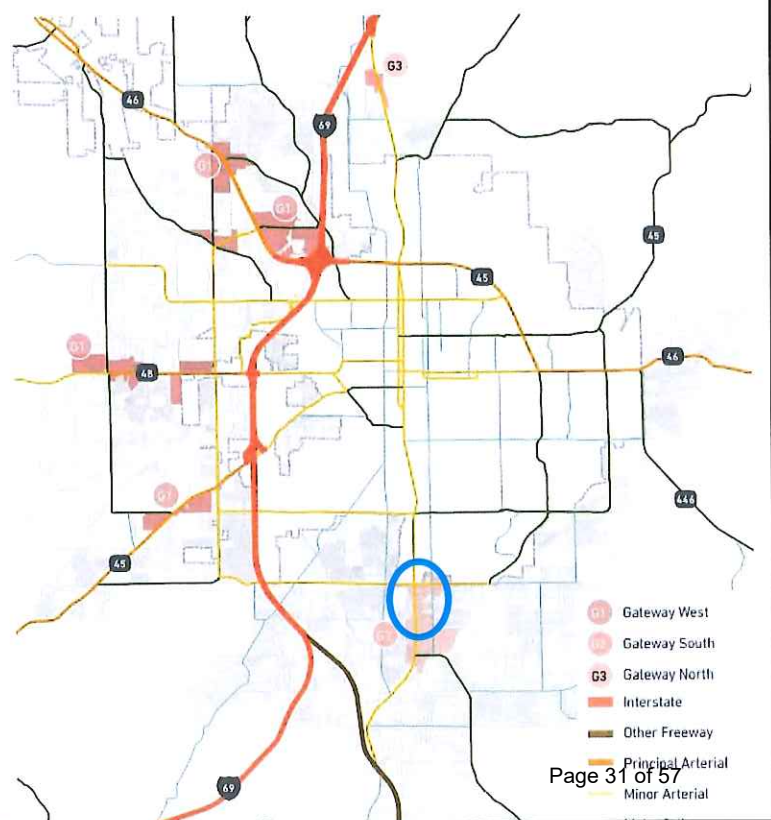
- Petitioner
- Parcels
- Roads
- Hydrologic Features
- Proposed Zoning**
 - G2 - Gateway South
 - N1 - Urban Infill Neighborhood
 - N2 - Neighborhood Development
 - OS - Open Space
 - CV - Civic

0 0.05 0.1 0.2 Miles

Monroe County
Planning Department
Source: Monroe County GIS
Date: 7/3/2019

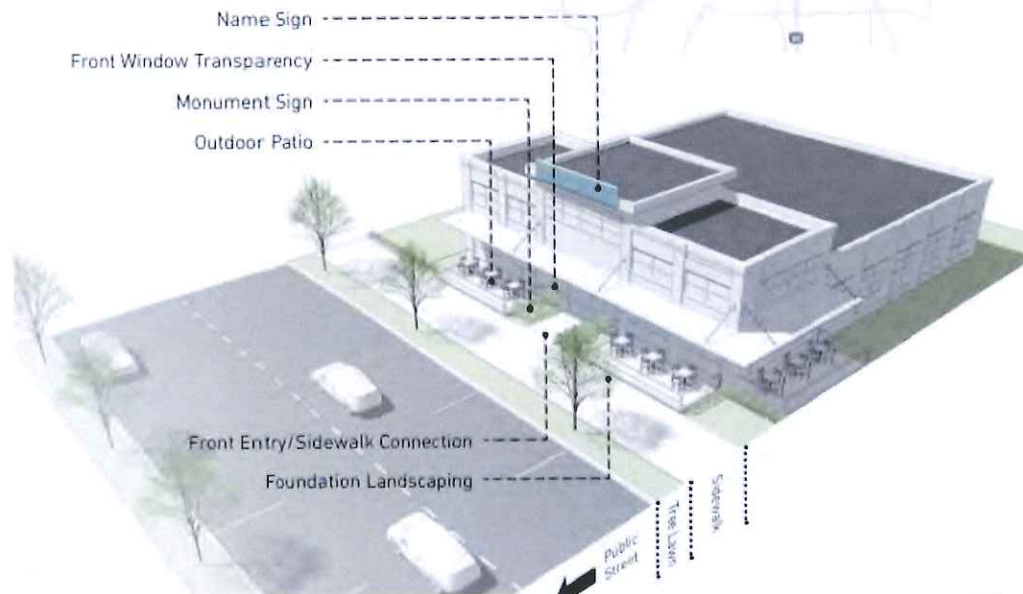


Gateway Districts



Neighborhood Commercial Frontage

This street frontage character is appropriate in highly walkable commercial areas and in sections of streets where large amounts of pedestrian activity desired, such as at major commercial intersections. Buildings are typically located immediately behind the sidewalk or with a minimal setback (up to 10 feet). Streetscape furniture, outdoor dining and patio space may be located in the setback.



Building Type Locations

	GATEWAY DISTRICTS		
	GATEWAY WEST G1	GATEWAY SOUTH G2	GATEWAY NORTH G3
Single Family - Small Lot (Rear-Loaded)		+	
Single Family - Small Lot (Front-Loaded)		+	
Single Family - Contemporary			
Single Family - Mid-Century			
Single Family - Rural Residential			
Attached Townhome	+	+	
Attached Courtyard		+	
Two-Family Home (Duplex)		+	
Multi-Family	+	+	
Commercial	+	+	+
Commercial Outlot	+	+	+
Neighborhood Mixed-Use	+	+	
Mixed-Use	+	+	
Office Building	+	+	+
Civic/Institutional Building	+	+	+
Flex Building - Option A	+	+	+
Flex Building - Option B			
Large-Format Flex Industrial			
Re-Use/Retrofit	+	+	+

Development Types

	DEVELOPMENT TYPE A
ACTIVITY	LAND USE TYPE <ul style="list-style-type: none"> > Work > Live > Work/Live > Commerce > Congregate > Educate > Automotive > Air services > Agriculture > Recreate > Community > Conditional Uses > Accessory Uses
	INTENSITY LEVEL (Examples to be calibrated depending on context and applicability) <ul style="list-style-type: none"> > Traffic Volume - High > Parking Lot Size (>15,000 sf)¹¹ > Activities and projects conducted between the hours of 10:00 pm and 6:00 am at night > Greater than 10 Employees on Largest Shift > Greater than 10 Residential Units
CONTEXT	CHARACTER DISTRICT <ul style="list-style-type: none"> > Gateway > Employment > Special district
	FRONTAGE TYPES <ul style="list-style-type: none"> > Highway > Commercial Corridor > Employment > Neighborhood Commercial
BUILT FORM	BUILDING TYPE <ul style="list-style-type: none"> > Townhomes > Attached Courtyard > Multi-Family > Commercial > Commercial Outlot > Neighborhood Mixed-Use > Mixed Use > Office > Civic/Institutional > Flex
	DESIGN GUIDELINES/ REQUIREMENTS <ul style="list-style-type: none"> > Applicable Landscaping based on Frontage Type Standards¹² > Maximum Landscaping on District Edges¹³ > Performance Standards Management Plan > Traffic Study and Access Management Plan > Open Space¹⁴ > Stormwater Management¹⁵

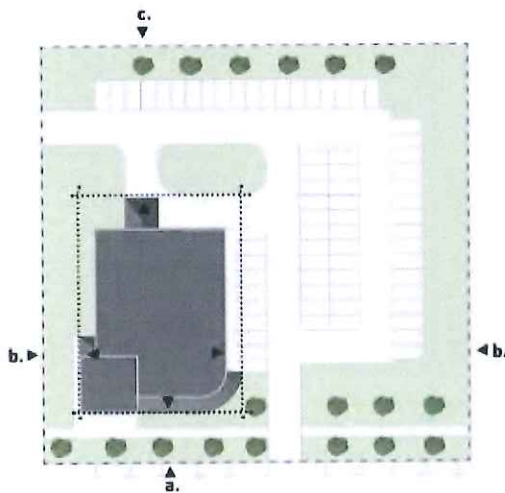
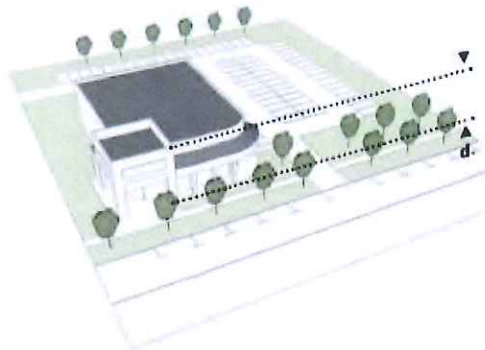
Building Typologies

Commercial

COMMERCIAL BUILDING DESCRIPTION

An individual building designed to accommodate a single commercial tenant. Parking is located to the side or rear.

TYPICAL LOT CONFIGURATION



BENCHMARK EXAMPLES



LOT AND BUILDING STANDARDS

The following lot and building standards provide typical development parameters for commercial buildings. These standards may require further calibration for application to specific locations within the urbanizing area.

	E1, E2		G1, G2, G3		N1, N2	
	MIN.	MAX.	MIN.	MAX.	MIN.	MAX.
Lot Width:	30'	Context Dependent	30'	Context Dependent	30'	Context Dependent
Lot Coverage:	no min	60%	no min	60%	no min	60%
Street Yard (a):	5'	25'	5'	25'	5'	25'
Side Yard (b):	5'	no max	5'	no max	5'	no max
Rear Yard (c):	15'	no max	15'	no max	15'	no max
Stories:	1		1		1	
Height (d):	no min	35'	no min	35'	no min	35'
Sign Types	Wall, monument, blade, awning				Monument, wall, window, awning, blade	
Parking Types	Side or Rear					
Development Type	AB		AB		B	

Development Standards

Basic Site Development Standards

The purpose of the site development standards included in this zoning framework is to establish a clear and consistent approach to achieving the Urbanizing Area's objectives for physical development form, including an emphasis on walkable development character for residential, commercial and mixed use development, as well as efficient development patterns to promote environmental preservation, community quality of life, and the County's economic development objectives in employment-oriented districts.

The following development standards framework outlines the basic elements of site design that should be applied to new development. Each of these elements is further defined for various development contexts through the designation of street frontage typologies in the next section of the zoning framework.

1. Pedestrian Zone

All streets have a streetside pedestrian zone. The minimum pedestrian zone should generally be 15 feet in width, measured from the existing or planned back of curb or edge of pavement. This will accommodate a minimum tree lawn/planting zone and minimum sidewalk or bicycle path in a variety of configurations, depending on the street type and character district. Pedestrian zones may be wider depending on street type, character district, and extent of existing street right-of-way.

- a. Existing Sidewalks. If the back edge of the existing sidewalk or bicycle path is greater than 15 feet from the back of curb, this edge defines the width of the pedestrian zone. If the back edge of the existing sidewalk or bicycle path is less than 15 feet from back of curb, the pedestrian zone remains 15 feet in width.

2. Façade Zone

Most building types have a required façade zone, designated by the minimum and maximum front building setback. The front façade of a building must be located entirely within the façade zone.

- a. The minimum and maximum front building setback is measured from the back edge of the pedestrian zone, but may also be affected by the location of the public right-of-way line.

3. Street Orientation

The front façade of a building must face and be parallel (or nearly parallel) to the street, and located within the façade zone.

4. Façade Coverage

The front façade of a building covers a certain percentage of the lot width, depending on the building type.

5. Pedestrian Access

All buildings must have a prominent, operable main entrance on the front façade, with a direct pedestrian walk connection to the public sidewalk. For some building types, the entrance may be located at the corner of the front façade.

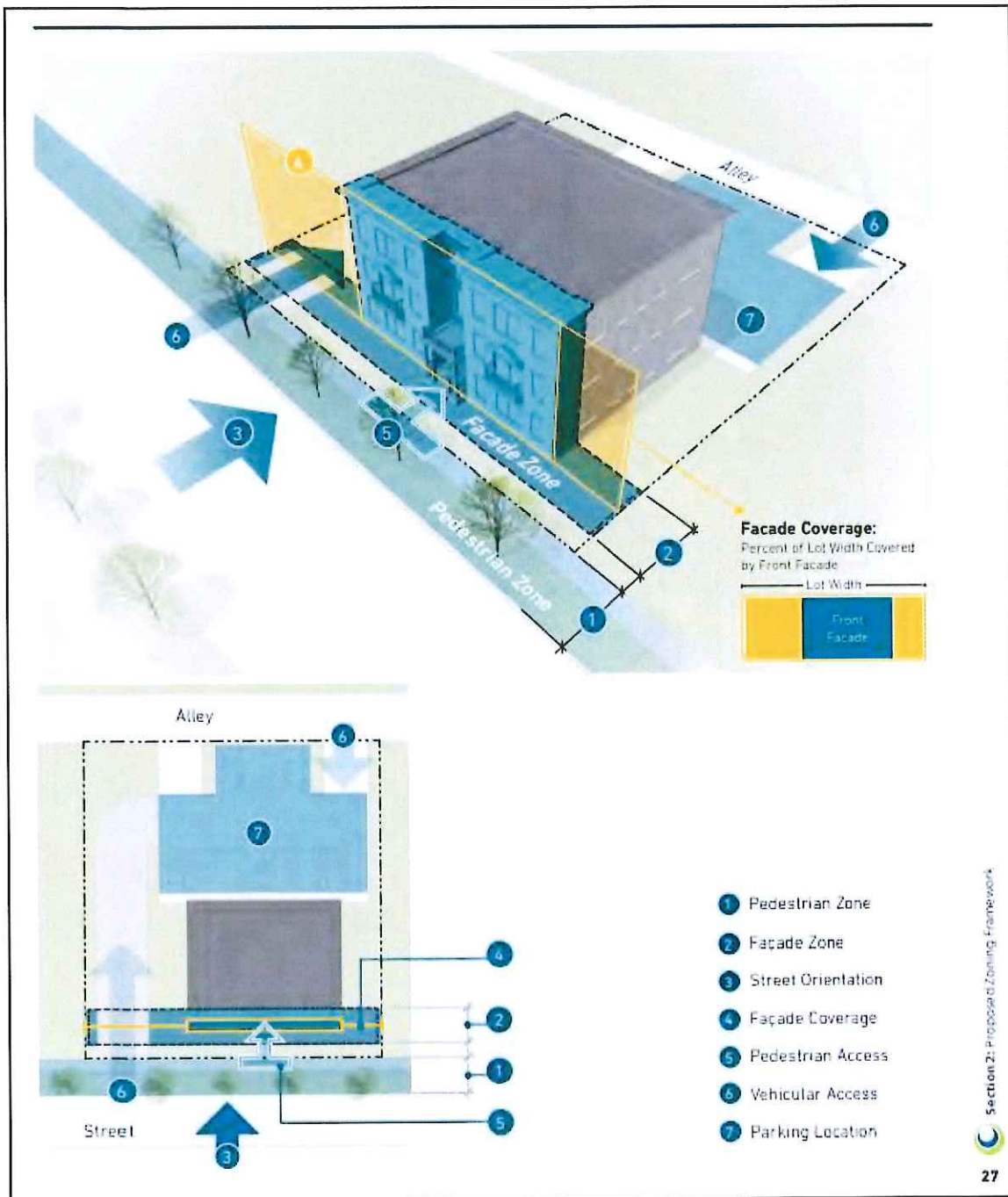
6. Vehicular Access

Vehicular access should be provided from a side street, rear alley, or shared rear parking lot connection wherever possible, and avoided on primary streets if possible. Curb cuts on primary streets should be minimized in quantity and width.

7. Parking Location

With the exception of Flex Building Types, off-street parking, loading, and associated drive aisles may not be located between the front building façade and the street.

- a. This does not include front-loaded driveways for residential garages, but parking areas may not be paved in any other portion of a residential front yard.



See concepts described on the previous page.

FINDINGS OF FACT - REZONE

According to Section 831-3. Standards for Amendments of the Zoning Ordinance: 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 site and much of the surrounding area as MCUA Mixed Use which says, "Mixed-use districts are the densest, most pedestrian-oriented development types in the urbanizing area";
- The current uses of the site are vacant to the north and single family residential to the south;
- MCUA Phase II proposed zoning designates this lot Gateway South (G1), which says, "This district is intended to implement the vision for neighborhood-scale infill development in the Clear Creek Gateway focus area of the Urbanizing Area Plan";

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

Findings:

- The site is currently zoned Commercial Arterial (CA) to the north and Multi-Dwelling Residential (RM15) to the south;
- The north site is vacant and the southern lot has single family residential use;
- The immediately adjoining uses are currently commercial or residential;
- There are sidewalks along S Old State Road 37 for the northern lot;
- The site drains to the west;
- There is a drainage basin in the northwest corner of the petition site and it is unclear if this is karst feature as it does have a closed contour but there is a driveway constructed to the west that may have impacted the topography;
- Access to the site is currently from two existing driveways located on S Old State Road 37, a designated minor arterial;
- GB zoning has no minimum lot size requirement but all other design standard criteria must met for any commercial development;

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

Findings:

- Capacity letters have been provided for site plan approval for both municipal water and sewer;
- The petitioner proposes Financial Service use for the northern lot and undetermined for the southern lot;
- Financial Service use is permitted in the General Business (GB) zoning district and is listed as Medium Intensity;
- There are many commercial uses and service uses adjacent to the property and in the surrounding area including a grocery store;
- There is public transportation approximately 500 feet to the site and buses are approximately every 30 minutes;
- The nearest Financial Service uses are approximately one mile to the north and there are four individual institutions in that general area;

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

Findings:

- Values may vary significantly dependent upon future planning and zoning in the area;
- See Findings under (A);

(E) Responsible development and growth.

Findings:

- If the rezone were to be approved, the petitioner would be able to file a commercial site plan that must meet all design standards including any special conditions of a permitted use in General Business;
- Access to the site would be from an existing driveway located on S Old State Road 37;
- The petitioners have not produced a document showing easement rights for ingress/egress to the abutting driveway along the western property line;
- Site Plan review would be required for any commercial use onsite that will include input on traffic analysis from the Highway Department, the Drainage Engineer for stormwater detention along with meeting the requirements for parking, landscaping, and Chapter 815 site plan requirements;
- See Findings under (A) through (D);

EXHIBIT 1: Petitioner Letter

Smith Brehob & Associates, Inc.



Stephen L. Smith, P.E., L.S.
Steven A. Brehob, D.S.C.N.T.
Todd M. Borgman, P.L.S.
Don J. Kocarek, R.L.A.
Katherine E. Stein, P.E.

"Providing professional land planning, design, surveying and approval processing for a quality environment"

May 31, 2019

Monroe County Planning Dept.
C/o Tammy Behrman
Monroe County Planning Department
501 N. Morton St. Suite 224
Bloomington, IN 47404

Re: Application for Rezone
4020 & 4034 S. Old SR 37

Dear Tammy and Planning Commission,

We are requesting a rezone for 4020 and 4034 S. Old SR 37. Both parcels are located in former City of Bloomington Jurisdictional Areas with 4020 S. Old SR 37 zoned Commercial Arterial (CA) and 4034 S. Old SR 37 zoned Multi Dwelling Residential (RM15). We are seeking rezoning of both parcels to current Monroe County Zone: General Business (GB).

The property at 4020 S. Old SR 37 is undeveloped and the property at 4034 S. Old SR 37 is used as single family residential. From the 2012 Monroe County Comprehensive Plan these parcels are identified as mixed-use area. The rezone request is for the parcels to be used for a new Owen County State Bank branch.

We also request waiver of second Plan Commission hearing for the rezone of these properties.

The following items are being submitted with this rezone application:

- 2 sets of Plans
- Letter to Plan commission
- Rezone Checklist
- Property Deeds
- Current copy from Auditors Plat book
- Adjoining Owners for your review
- Application Fee

Please let me know if you need any additional items, or if you have any questions

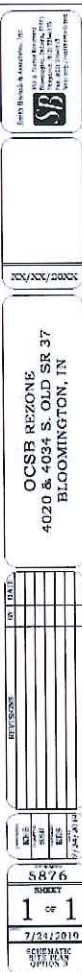
Sincerely,

Katherine E. Stein
Smith Brehob and Associates Inc

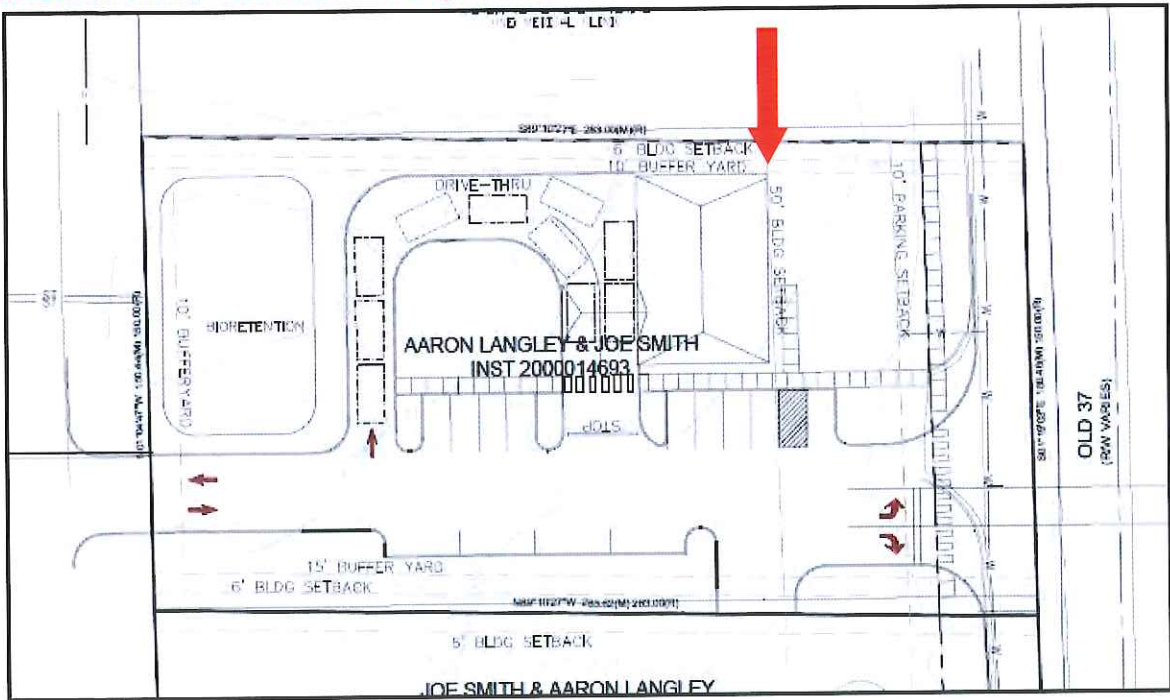
453 S Clarizz Boulevard
Bloomington, Indiana 47401
Telephone 812 336-6536
FAX 812 336-0513
www.smainc.com

J:\5876 - Owen County State Bank\approval_processing\5876 Application Letter.docx

RESUBMITTED 7/25/2019



RED ARROW is the current setback requirement



[illegible]

Page 41 of 57

EXHIBIT 4: Highway Department comments on the petitioner's draft site plan

From: Paul Satterly
Sent: Monday, July 29, 2019 10:38 AM
To: Tammy Behrman
Subject: RE: OCSC Schematic 2

Tammy,

A few comments/observations for the proposed Owen County State Bank facility:

1. The left turn lane should line up opposite the Kroger left turn lane.
2. Use 10 or 11 ft. exit lanes and provide a wider entrance lane in the range of 16 ft.
3. The drive through lanes are tight and would have difficulty accommodating a full size pickup truck. The turning radiuses are tight as well and side swiping the building and drive through equipment would be a concern.
4. The drive through should be checked to see if there is adequate storage and to see that the queue will not block the parking aisle. This site seems small for a drive through operation.
5. Pass by traffic is a credit that is used when calculating the traffic impact on adjacent roads. The assumption is that a percentage of traffic is traveling by the business anyway like on the way to work and so the business does not add 100% of its generated traffic to the roadway network. 100% of the generated traffic will still use the driveways to the business.
6. Once the Rhorer Road/Gordon Pike project is complete, we do not have any other major projects planned for this area. The Gordon Pike bridge will remain closed through the end of 2019.

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

EXHIBIT 5: Permitted Uses in General Business (GB) Zone (Page 1 of 2)

General Business - Permitted and Conditional Uses **Monroe County Zoning Ordinance Chapter 802 & Chapter 833**

1	Agricultural Uses	(I)	(C)
21	Historic Adaptive Reuse		15; 44
30	Residential Uses	I	(C)
35	Boarding House	L	
38	Historic Adaptive Reuse		15; 44
47	Public and Semipublic	I	(C)
48	Accessory Use		13
52	Charitable, Fraternal, or Social	L	
53	Community Center	L	28
55	Daycare Facility	M	22;30;42
56	Funeral Home	M	
58	Group Home Class I	L	
59	Group Home Class II	L	
60	Historic Adaptive Reuse		15; 44
61	Hospital	H	
62	Medical Clinic	L	
63	Nursing Home	L	
65	Religious Facilities	H	22
66	Remote Garbage/Rubbish Removal	H	34
67	Retirement Center	L	
70	Telephone and Telegraph Services	L	32
71	Temporary Care Facility	L	
72	Utility Service Facility	M	31
74	Water Treatment Facility	H	
77	Business and Personal Services	(I)	(C)
78	Accessory Use		13
79	Air Cargo and Package Service	H	6
80	Air Craft Charter Service	L	
81	Airport Transportation Service	M	
82	Appliance Repair	L	6
84	Barber Service	L	
85	Beauty Service	L	
88	Caterer	L	
89	Coin Operated Cleaning/Laundry	L	
91	Convenience Storage	M	4;6;21
92	Copy Service	L	
93	Dry Cleaning and Laundry Pickup	L	
94	Dry Cleaning and Laundry Service	L	
95	Electrical Repair	L	6
96	Employment Agency	M	
97	Equipment Rental	M	7;21
98	Estate Services	L	
99	Exterminating Service	L	

	Business and Personal Services	(I)	(C)
100	Financial Service	M	
102	Gunsmith	L	
103	Historic Adaptive Reuse		15; 44
104	Hotel	M	
106	Insurance Agency	L	
107	Interior Decorating	L	
109	Legal Service	L	
110	Locksmith	L	
111	Massage Studio	M	
112	Motel	M	
113	Office	L	
114	Office Equipment Repair	L	6
115	Parking Facility	H	31
116	Pet Services	L	
117	Photographic Services	L	
118	Real Estate Agency	L	
119	Real Estate Sales office Or Model	L	9
120	Shoe Repair	L	
121	Small Engine and Motor Repair	L	6;21
122	Tailoring	L	
123	Taxidermist	L	6
124	Temporary Seasonal Activity	M	46; 54
126	Travel Agency	L	
127	Upholstery Service	L	
128	Veterinary Service (Indoor)	H	15
130	Retail and Wholesale Trade	(I)	(C)
131	Accessory Use		13
133	Agricultural Supply	H	7
134	Apparel Shop	L	
135	Appliance Sales	L	
136	Auction House	H	
137	Bakery (Retail)	L	
139	Bookstore	L	
141	Building Materials	H	7;31
142	Cabinet Sales	L	
143	Camera and Photographic Supply	L	
144	Confectionery	L	
145	Convenience Store	H	
146	Department Store	M	
147	Drapery Sales	L	
148	Drugstore	M	
150	Fertilizer Sales (Packaged)	M	7;21

(I) Use Intensity, (P) Permitted, (C) Conditional, (GB) General Business

Continued... Permitted Uses in General Business (GB) Zone (Page 2 of 2)

General Business - Permitted and Conditional Uses Monroe County Zoning Ordinance Chapter 802 & Chapter 833

	Retail and Wholesale Trade	(I)	(C)
151	Florist (Retail)	L	
152	Florist (Wholesale)	N	
153	Fruit Market	L	
154	Furniture Sales	L	6
155	Garden Center	H	53
156	General Flooring Sales	L	
157	Gift Shop	L	
158	Grocery Store	M	21
159	Gunshop	M	
160	Handicrafts	L	
161	Hardware	M	6
163	Historic Adaptive Reuse		15; 44
164	Home Improvement Center	H	7; 31
166	Jewelry	L	
167	Liquor Store	M	
168	Marine Supply	L	31
169	Manufactured Housing Sales	M	
170	Meat Market	L	
171	Music Store	L	
172	Office Showroom	M	
173	Office Supplies	M	
174	Optical Goods	L	
175	Pet shop	L	6; 11
177	Restaurant	M	
178	Restaurant (Drive-in)	H	23
179	Sporting Goods	L	
180	Tavern	L	
181	Used Merchandise (Antiques)	L	
182	Used Merchandise (Flea Market)	H	19; 21
183	Used Merchandise (General)	L	21
184	Automotive and Transportation	(I)	(C)
185	Accessory Use		13
188	Automotive Rentals	M	21
189	Automotive/Boat Repair Shop	H	6
190	Automotive Sales	H	31
191	Automotive Supply	M	7; 21
192	Automotive Tire Repair	M	7; 21
193	Bus Terminal	H	21
195	Car Wash	L	21
197	Gasoline Services Station	H	7
199	Historic Adaptive Reuse		15; 44
200	Motorcycle Sales	L	6; 21
201	Taxicab Stand	M	
205	Wrecker Service	M	7
207	Accessory Use		13
210	Club or Lodge	L	37

	Automotive and Transportation	(I)	(C)
211	Historic Adaptive Reuse		15; 44
213	Indoor Theater	M	
214	Outdoor Drive-In Theater	H	38
215	Park and Recreational Services	H	14; 20
216	Private Recreational Facility	H	20
220	Rodeo	H	
222	Manufacturing, Mining	(I)	(C)
225	Accessory Use		13
231	Commercial Printing	H	6
232	Construction Trailer	L	17
240	General Contractor	M	15
244	Historic Adaptive Reuse		15; 44
281	Adult Oriented Businesses	L/M	49
282	Multi-Use	(I)	(C)
283	Business or Industrial Center	H	22
284	Commercial/Industrial Adaptive Reuse		22; 56
285	Shopping Center		22

(I) Use Intensity, (P) Permitted, (C) Conditional, (GB) General Business

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 9/11/2019

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

OR

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

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

Amendment #1 for Agreement between Monroe County and INDOT for the Sample Road, Phase II Project

All Grants must complete the following

Is this a grant request? Yes ☒

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency: INDOT

Federal Program: Transportation

CFDA # 20.205

Federal Award Number and Year: 2019

Or other identifying number

Pass Through Entity Des #1900467

Amount Received

Federal: \$594,304.00

State:

Local Match: \$148,576.00

Total Received: \$742,880.00

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

Fund Name: Local Road and Street

Fund Number: 1169

Amount: \$742,880.00

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

Executive Summary:

This amendment is to increase the amount of federal funding for the right-of-way for Sample Road, Phase II. INDOT has moved up the construction funding to FY2021 so they have committed to provide the 80% match for this phase of the project.

Person Presenting: Lisa Ridge

Department: Highway

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

Attorney who reviewed: David Schilling/Lee Baker

Submitted by: Lisa Ridge

Date: September 5, 2019

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

**INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY PROJECT
COORDINATION CONTRACT**

AMENDMENT NUMBER 1

EDS No.: A249-19-L190043

CFDA #: 20.205

This Supplemental Contract, is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Supplemental Contract, by and between the Indiana Department of Transportation, (hereinafter referred to as "INDOT"), and Monroe County (hereinafter referred to as "LPA").

WITNESSETH

WHEREAS, INDOT and the LPA did, on June 6, 2019, enter into a Contract, providing for Services required in connection with INDOT Designation Number 1900467 for road reconstruction phase II on Sample Road from SR 37 to Bottom Road and

WHEREAS, it has been determined by INDOT that an amendment of the previously executed INDOT/LPA Contract for Services is necessary due to a change in the Federal aid Project, and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

The "Recitals" above are hereby made an integral part of and specifically incorporated into this Contract Amendment Number 1.

1. Section VI – GENERAL PROVISIONS of the original Contract is amended to read as follows:

SECTION VI GENERAL PROVISIONS

- A. **Access to Records.** The LPA shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
- B. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

- C. **Audits.** The LPA acknowledges that it may be required to submit to an audit of funds paid through this Agreement. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State. The State consider the LPA to be a "Contractor" under 2 CFR 200.300 for purposes of this Agreement. However, if it is determined that the LPA is a "sub-recipient" and if required by applicable provisions of 2 CFR 200 (Uniform Administrative Requirements, Cost Principles and Audit Requirements), LPA shall arrange for a financial and compliance audit, which complies with 2 CFR 200.500 *et seq.*

The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

For audits conducted pursuant to Indiana Code 5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

- D. **Authority to Bind LPA.** The signatory for the LPA represents that he/she has been duly authorized to execute this Agreement on behalf of the LPA, and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the LPA when his/her signature is affixed and accepted by the State.
- E. **Certification for Federal-Aid Contracts Lobbying Activities.** The LPA certifies, by signing and submitting this Agreement, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the LPA, to any person for influencing or attempting to influence an officer or employee of any Federal 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 agreement, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.
3. The LPA also agrees by signing this Agreement that it shall require that the language of this certification be included in all contractor agreements including lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

F. Compliance with Laws.

1. The LPA shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under, after execution of this Agreement shall be reviewed by INDOT and the LPA to determine whether the provisions of this Agreement require formal modification.
2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.
3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."
4. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the LPA has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the LPA shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Agreement.** If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the LPA or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Agreement immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

5. The LPA warrants that the LPA and its contractors shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this Agreement. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the State.
6. As required by IC §5-22-3-7:
 - (1) The LPA and any principals of the LPA certify that:
 - (A) the LPA, except for de minimis and nonsystematic violations, has not violated the terms of:
 - i. IC §24-4.7 [Telephone Solicitation Of Consumers];
 - ii. IC §24-5-12 [Telephone Solicitations]; or
 - iii. IC §24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) the LPA will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.
 - (2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

G. Debarment and Suspension.

1. The LPA certifies by entering into this Agreement that neither it nor its principals nor any of its contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the LPA.
2. The LPA certifies that it will verify the state and federal suspension and debarment status for all contractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The LPA shall immediately notify INDOT if any contractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by INDOT to terminate its contractual relationship with the contractor for work to be performed under this Agreement.

- H. **Disadvantaged Business Enterprise Program.** Notice is hereby given to the LPA or a LPA Contractor that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The LPA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the LPA to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

I. **Disputes.**

1. Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
2. The LPA agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.
3. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:
4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the Commissioner's ultimate

decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.

J. **Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

1. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
3. Notifying all employees in the statement required by subparagraph (1) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the LPA of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
4. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction;
5. Within thirty (30) days after receiving notice under subdivision (3)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
6. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (1) through (5) above.

K. Employment Eligibility Verification.

The LPA affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien. The LPA further agrees that:

1. The LPA shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The LPA is not required to participate should the E-Verify program cease to exist. Additionally, the LPA is not required to participate if the LPA is self-employed and do not employee any employees.
2. The LPA shall not knowingly employ or contract with an unauthorized alien. The LPA shall not retain an employee or contract with a person that the LPA subsequently learns is an unauthorized alien.
3. The LPA shall require its subcontractors, who perform work under this Agreement, to certify to the LPA that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The LPA agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the LPA fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

L. Force Majeure. In the event that any Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected shall immediately or as soon is reasonably possible under the circumstances give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

M. Funding Cancellation Clause. As required by Financial Management Circular 2007-1 and IC 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Agreement, this Agreement shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

N. Governing Laws. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

O. Indemnification. The LPA agrees to indemnify, defend, exculpate, and hold harmless the State of Indiana, and INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person,

firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:

(a) of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;

(b) of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;

(c) of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or

(d) the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant to this contract.

P. Merger & Modification. This Agreement constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary PARTIES.

Q. Non-Discrimination.

1. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The LPA certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of this Agreement, but nothing in this covenant shall be construed to imply or establish an

employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

2. INDOT is a recipient of federal funds, and therefore, where applicable, the LPA and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

The LPA agrees that if the LPA employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the LPA will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The LPA shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, limited English proficiency, or status as a veteran).

3. During the performance of this Agreement, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
 - a. Compliance with Regulations: The LPA shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
 - b. Nondiscrimination: The LPA, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
 - c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual

orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.

- d. Information and Reports: The LPA shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Agreement, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Agreement until the LPA complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

- R. Payment. All payments (if any) shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC §4-13-2-20.
- S. Penalties, Interest and Attorney's Fees. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

- T. Pollution Control Requirements. If this Agreement is for \$100,000 or more, the LPA:

1. Stipulates any facility to be utilized in performance under or to benefit from this Agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 2. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and
 3. Stipulates, as a condition of federal aid pursuant to this Agreement, it shall notify INDOT and the FHWA of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA List of Violating Facilities.
- U. **Severability.** The invalidity of any section, subsection, clause or provision of the Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Agreement.
- V. **Status of Claims.** The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204-2249

2. Section I.C. of Attachment "D" of the original Contract is amended to read as follows:
 - C. Federal-aid Funds made available to the LPA by INDOT will be used to pay **80%** of the eligible Project costs. The maximum amount of federal funds allocated to the project is **\$742,880.00.**
3. All other matters previously agreed to and set forth in the original Contract dated **June 6, 2019** and not affected by this Amendment shall remain in full force and effect.

The remainder of this page is intentionally left blank.

Non-Collusion

The undersigned attests, subject to the penalties for perjury, that he/she is the LPA, or that he/she is the properly authorized representative, agent, member or officer of the LPA, that he/she has not, nor has any other member, employee, representative, agent or officer of the LPA, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, LPA and the State of Indiana have, through duly authorized representatives, entered into this Contract. The PARTIES having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

LPA: Monroe CountySTATE OF INDIANA
Department of Transportation

Recommended for approval by:

Print or type name and title_____
Steven Duncan, Director
Contract Administration Division_____
Signature and date

Date: _____

Print or type name and title

Executed by:

Signature and date

(FOR)

Joseph McGuinness, Commissioner_____
Print or type name and title

Date: _____

Department of Administration

Signature and date_____
Lesley A. Crane, Commissioner

LPA DUNS # _____

Date: _____

Attest

State Budget Agency

Auditor or Clerk Treasurer Signature and Date_____
Zachary Q. Jackson, Director

Date: _____

This instrument prepared by:

Approved as to Form and Legality:

Autumn Castro
September 4, 2019

(FOR)

Curtis T. Hill, Jr., Attorney General of Indiana

Date: _____