



## MONROE COUNTY BOARD OF COMMISSIONERS' AGENDA

**MAY 12, 2021**

**10:00 am**

**VIA ZOOM**

*You can choose to turn off your video feed, and in fact, doing so does help with people who are connecting via slow ISP connections. To do so, right click on your video feed and left click on, I believe, Start/Stop video.*

*In addition, if you want your audio feed to default to muted, press ALT+A and it will mute you, you can then push to talk using the space bar. You can also go to the link on the County website.*

<https://www.co.monroe.in.us/egov/apps/document/center.egov?view=item;id=10017>

*And click on the link information*

<https://monroecounty-in.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVlMUUwV3RoeDFldG5GUT09>

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

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

- 1. CALL TO ORDER BY COMMISSIONER THOMAS**
- 2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER GITHENS**
- 3. DEPARTMENT UPDATES**
  - Health – Penny Caudill
  - Emergency Management – Allison Moore
  - Highway – Lisa Ridge
- 4. PROCLAMATION**
  - **POLICE WEEK IN MONROE COUNTY – MAY 9 – 15, 2021**
- 5. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA, LIMITED TO 3 MINUTES**

6. **APPROVAL OF MINUTES** 5
- **MAY 5, 2021**
7. **APPROVAL OF CLAIMS DOCKET**
- **ACCOUNTS PAYABLE – 5.12.2021**
  - **PAYROLL – 5.14.2021**
8. **NEW BUSINESS**
- A. MOVE TO APPROVE: EASYVOTE ELECTION MANAGEMENT AGREEMENT.** 13
- FUND NAME: ELECTION FUND                      FUND NUMBER: 1215-30006-0062**
- AMOUNT: \$3,250**
- Executive Summary: Easy Campaign Finance is a module of the EasyVote Election management platform. Designed specifically for elections offices to submit Campaign Finance reports via the Internet.
- The candidate can:**
- submit and update all required forms through an easy to use interface and secure filer profile
  - Track contribution and expenditure information
  - Receive updates on filings including compliance notifications such as deadlines, contribution limits and other regulatory requirements
- Election Central can:**
- Receive, review/audit, process and publish filer reports with a user-friendly work-flow
  - Easily communicate with candidates by setting up automatic emails, mail merge, or push notifications to all of the candidate population.
  - Allows staff to review/audit form submission, accept or reject submissions, notify candidate if it needs to be amended, attach documents to send to candidate.
- The public can:**
- View the filings and search filings based on a variety of different data sets.  
The public can submit open records requests via this program
- Karen Wheeler, Election Supervisor**
- B. MOVE TO APPROVE: INDIANA FAMILY HEALTH COUNCIL GRANT RENEWAL.** 27
- FUND NAME: FUTURES (TITLE X)                      FUND NUMBER: 8126-9622**
- AMOUNT: \$ 60,961**
- Executive Summary: The MCHD has received the Title X grant award for Futures clinic. The grant cycle is April 1, 2021 through March 31, 2022. These funds cover the operation of Futures family planning clinic. TANF funds are supplemental to this grant award. Revenue from patient fees, Medicaid, and third-party payers round out the total revenue for the clinic.
- Penny Caudill, Health**

**C. MOVE TO APPROVE: ORDINANCE 2021-13; JOSEPH GREENE PUD OUTLINE PLAN AMENDMENT # 2**

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

Executive Summary: The petition site is comprised of a 4.12 +/- acre property located in Section 20 of Perry Township at 4831 & 4833 S Rogers ST. Currently the petition site is made up of 3 parcels; two of the three parcels are to be transferred in accordance with an administrative plat that is on hold in the Planning Office for an issue with Right-of-way dedication. As part of this PUD petition, the petitioners are requesting to amend the required right-of-way dedication for That Road in order to subsequently record the administrative plat and make the property all one legal lot of record. The petitioner is requesting to amend the zoning map from Estate Residential 1 (RE1), Single Dwelling Residential 3.5 (RS3.5/PRO6), Medium Density Residential (MR), and Planned Unit Development (PUD) to a new Planned Unit Development called "Clear Creek Urban". The PUD outline is proposing a mixed use development that would include attached townhomes, multi-family residences, and commercial space. The petitioner states in their written statement (Exhibit 1) that the development is designed to provide additional housing options for working individuals and families within the county and act as a "neighborhood center" for the Clear Creek Community. The development would include multiple road connections and alternative transportation connections. The petitioner states that the development will be built in three phases over three years. Approval of this outline plan amendment will amend the zoning map and allow for multi-family and mixed use commercial development. In addition, the petitioners have submitted for your reference a future major subdivision. If this petition for a Planned Unit Development Outline Plan Amendment is approved, they would concurrently file for a development plan and a major subdivision.

**Drew Myers, Planning**

**D. MOVE TO APPROVE: ORDINANCE 2021-21; AN ENVIRONMENTAL RESTRICTIVE ORDINANCE TO AMEND THE MC CODE TO ADD CHAPTER 366, ENVIRONMENTAL RESTRICTIVE ORDINANCE, TO PROHIBIT THE INSTALLATION AND USE OF PRIVATE WATER WELLS WITHIN CERTAIN AREAS OF MONROE COUNTY.**

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

Executive Summary: On May 5, 2021 the Commissioner had the first reading and initial presentation of an Environmental Restrictive Ordinance ("ERO"). The ERO, is part of the close out process for the former Indiana Creosoting Company. The ERO prohibits groundwater wells in an area where City water is already available and used.

**Jeff Cockerill, Legal**

- E. MOVE TO APPROVE: SOLAR ENERGY SOLUTIONS AGREEMENT. 160**  
**FUND NAME: 2019 GO BOND FUND NUMBER: 4812 AMOUNT: \$83,268**  
 Executive Summary: This agreement covers the installation of 120 solar panels and related equipment on the new EMAC/Highway/Weights and Measure Building.  
**Jeff Cockerill, Legal**
- F. MOVE TO APPROVE: ORDINANCE 2021-20; REGARDING ADDING CHAPTER 170**  
**EMERGENCY HEALTH ENFORCEMENT ACTION APPEAL TO THE MC CODE.**  
**FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A**  
 Executive Summary: This ordinance will create an appeals process for appealing Health Emergency Health Enforcement Actions.  
**Jeff Cockerill, Legal**
- G. MOVE TO APPROVE: INDOT AGREEMENT FOR REHABILITATION OF THE ROGERS 175**  
**STREET BRIDGE #908**  
**FUND NAME: CUMULATIVE BRIDGE FUND NUMBER: 1135 AMOUNT: \$407,000**  
 Executive Summary: Community Crossing Matching Grant Program funding was awarded to Monroe County for the rehabilitation of the Rogers Street Bridge #908, located just north of Rogers Street. Total cost of project is approximately \$814,000.00 and Monroe County was granted \$407,000.00 and will be completed in 2021.  
**Lisa Ridge, Highway**
- H. MOVE TO APPROVE: CHRISTOPHER B. BURKE ENGINEERING, LLC ON CALL AGREEMENT. 191**  
**FUND NAME: STORMWATER FUND NUMBER: 1197 AMOUNT: TBD**  
 Executive Summary: This on call agreement will allow for extensive engineering assessments on development plans for review and will be on an as needed bases.  
**Lisa Ridge, Highway**
- I. MOVE TO APPROVE: BEAM LONGEST NEFF SCOPE OF WORK FOR BRIDGE #83 AND #913. 199**  
**FUND NAME: CUMULATIVE BRIDGE FUND NUMBER: 1135 AMOUNT: \$50,000**  
 Executive Summary: Monroe County has an on-call hourly agreement with BLN and we are wanting to use their services for preliminary work on Dillman Rd Bridge #83, and Business 37 North Bridge # 913. These are historic bridges and will need extra time in setting up their replacement in the future.  
**Lisa Ridge, Highway**
- 9. APPOINTMENTS**
- 10. ANNOUNCEMENTS**
- 11. ADJOURNMENT**



**MONROE COUNTY BOARD OF COMMISSIONERS' MEETING  
MINUTES SUMMARY  
MAY 5, 2021  
10:00 am  
VIA ZOOM**

<https://monroecounty-in.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUJwV3RoeDFldG5GUT09>

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

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

- I. CALL TO ORDER BY COMMISSIONER JONES**
- II. AGENDA AMENDMENT**  
[Jones made motion to table item "N". Githens Seconded.](#)
- III. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER GITHENS**
- IV. DEPARTMENT UPDATES**
  - Health – Penny Caudill
  - Emergency Management – Allison Moore
  - Highway – Lisa Ridge
  - Treasurer – Jessica McClellan
  - Veterans Affairs – Steve Miller
- V. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA, LIMITED TO 3 MINUTES**
  - [Jim Shelton - CASA](#)

**VI. APPROVAL OF MINUTES**

- **APRIL 28, 2021**

Githens made motion to approve. Jones seconded.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0.

**VII. APPROVAL OF CLAIMS DOCKET**

- **ACCOUNTS PAYABLE – 5.5.2021**
- **PAYROLL – 5.7.2021**

Githens made motion to approve. Jones seconded.

Public comment – None.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0.

**VIII. REPORTS**

- **TREASURER – MARCH 2021**
- **WEIGHTS AND MEASURES – MARCH 16 – APRIL 15, 2021**

**IX. NEW BUSINESS**

**A. MOVE TO APPROVE: RESOLUTION 2021-20; ALLOWING AREA 10/RURAL TRANSIT TO SUBMIT THE APPLICATION FOR FUNDING UNDER SECTION 5311/5339 OF THE FEDERAL TRANSIT ACT.**

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

Githens made motion to approve. Jones seconded.

Public comment – None.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0.

**B. MOVE TO APPROVE: B-TECH AGREEMENT FOR SECURITY CAMERAS AT KARST FARM PARK.**

**FUND NAME: COUNTY GENERAL PROFESSIONAL SERVICES**

**FUND NUMBER: 1000-30013-0803    AMOUNT: \$3,166.69**

Githens made motion to approve. Jones seconded.

Public comment – None.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0.

- C. MOVE TO APPROVE: INDIANA RAILROAD ENGINEERING SERVICES.**  
**FUND NAME: 2017 GO BOND/TRAIL EXPANSION FUND NUMBER: 4810-47151**  
**AMOUNT: NOT TO EXCEED \$10,000**  
Githens made motion to approve. Jones seconded.  
Public comment:  
• Jamie Clark – Community resident.  
Attorney Jeff Cockerill called roll.  
Jones – yes  
Githens – yes  
Motion carried 2-0.
- D. MOVE TO APPROVE: MOU WITH CHILD ADVOCATES, INC.**  
**FUND NAME: JDAI PROGRAMMING FUND NUMBER: 9123 AMOUNT: \$18,000**  
Githens made motion to approve. Jones seconded.  
Public comment – None.  
Attorney Jeff Cockerill called roll.  
Jones – yes  
Githens – yes  
Motion carried 2-0.
- E. MOVE TO APPROVE: RATIFICATION OF INDIANA DEPARTMENT OF HEALTH IMMUNIZATIONS AND VACCINE GRANT.**  
**FUND NAME: IMMUNIZATION FUND NUMBER: 8138 GRANT AMOUNT: \$43,813.07**  
Githens made motion to approve. Jones seconded.  
Public comment – None.  
Attorney Jeff Cockerill called roll.  
Jones – yes  
Githens – yes  
Motion carried 2-0.
- F. MOVE TO APPROVE: INDIANA FAMILY HEALTH COUNCIL TANF GRANT.**  
**FUND NAME: TANF FUND NUMBER: 8150-9621 GRANT AMOUNT: \$ 82,077**  
Githens made motion to approve. Jones seconded.  
Public comment – None.  
Attorney Jeff Cockerill called roll.  
Jones – yes  
Githens – yes  
Motion carried 2-0.
- G. MOVE TO APPROVE: RESOLUTION 2021-19: STIPP-BENDER FARM NATIONAL REGISTER OF HISTORIC PLACES NOMINATION.**  
**FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A**  
Githens made motion to approve. Jones seconded.  
Public comment – None.  
Attorney Jeff Cockerill called roll.  
Jones – yes  
Githens – yes  
Motion carried 2-0.

**H. MOVE TO APPROVE: AMENDING RESOLUTION 2020-46; 2021 MC GOVERNMENT HOLIDAYS.**

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

Githens made motion to approve. Jones seconded.

Public comment – None.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0.

**I. MOVE TO APPROVE: ORDINANCE 2021-14; AMENDING MC CODE CHAPTER 833.**

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

Githens made motion to approve. Jones seconded.

Public comment – None.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0.

**J. MOVE TO APPROVE: ORDINANCE 2021-15; AMENDING MC CODE CHAPTER 802.**

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

Githens made motion to approve. Jones seconded.

Public comment – None.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0.

**K. MOVE TO APPROVE: ORDINANCE 2021-16; AMENDING MC CODE CHAPTER 830.**

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

Githens made motion to approve. Jones seconded.

Public comment – None.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0.

**L. MOVE TO APPROVE: ORDINANCE 2021-17; AMENDING MC CODE CHAPTER 818.**

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

Githens made motion to approve. Jones seconded.

Public comment – None.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0.



**M. MOVE TO APPROVE: ORDINANCE 2021- 19; AMENDING MC CODE CHAPTER 270 REGARDING AMERICAN RESCUE PLAN ACT FUNDING.**

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

Githens made motion to approve. Jones seconded.

Public comment – None.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0.

~~**N. MOVE TO APPROVE: ORDINANCE 2021-20; CREATING A CHAPTER OF THE MC CODE REGARDING EMERGENCY HEALTH ENFORCEMENT ACTION PLAN APPEAL.**~~

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

~~Item tabled. Governor Holcomb vetoed SB5.~~

**O. MOVE TO APPROVE: RESOLUTION 2021-21; TO PROVIDE FINANCIAL SUPPORT FOR PANTRY 279.**

**FUND NAME: COUNTY GENERAL                      FUND NUMBER: 1000                      AMOUNT: \$10,400**

Githens made motion to approve. Jones seconded.

Public comment – None.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0.

**P. MOVE TO APPROVE: AZTEC ENGINEERING GROUP, INC. AMENDMENT # 1 FOR MT. TABOR RD BRIDGE # 13.**

**FUND NAME: MAJOR BRIDGE                      FUND NUMBER: 1171                      AMOUNT: \$87,000**

Githens made motion to approve. Jones seconded.

Public comment – None.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0.

**Q. MOVE TO APPROVE: PROPOSAL FOR PRELIMINARY DESIGN FOR HIGHWAY DEPARTMENT RELOCATION.**

**FUND NAME: 2020 GO BOND      FUND NUMBER: 4813      AMOUNT NOT TO EXCEED: \$ 3,500**

Githens made motion to approve. Jones seconded.

Public comment – None.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0.

R. MOVE TO APPROVE: AWARD EMERGENCY OPERATIONS SOLAR ROOF CONTRACT TO SOLAR ENERGY SOLUTIONS.

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

Githens made motion to approve. Jones seconded.

Public comment – None.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0.

X. APPOINTMENTS

- None

XI. ANNOUNCEMENTS

- Accepting applications for boards and commissions. Go to [www.co.monroe.in.us](http://www.co.monroe.in.us) for more information and the applications.
- Monroe County Government Buildings are open **BY APPOINTMENT ONLY**. You can contact the offices by phone or email. **FACE COVERINGS ARE REQUIRED** when entering MCG buildings. Face coverings will be provided to you if you need them.
- Monroe County Commissioners are sponsoring a **BLOOD DRIVE** at the Monroe County Convention Center Conference Room, 302 S. College Ave, on the following dates:
  - Monday, May 24, 10am – 3pm
  - Thursday, May 27, 2pm- 7pm
  - Monday, June 28, 10am -3pm
  - Tuesday, June 29, 2pm – 7pm
  - Tuesday, July 13, 10am – 3pm
  - Thursday, July 15, 2pm – 7pm

This is **BY APPOINTMENT ONLY**. Contact the Red Cross to schedule your appointment at 1.800.733.2767 or [www.redcross.org](http://www.redcross.org).

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

TOWNSHIP TRUSTEE	Phone	email
Bean Blossom- Ronald Hutson	812.935.7174	<a href="mailto:beanblossomtrustee19@gmail.com">beanblossomtrustee19@gmail.com</a>
Benton - Michelle Bright	812.339.6593	<a href="mailto:michelleabright@gmail.com">michelleabright@gmail.com</a>
Bloomington - Kim Alexander	812.336.4976	<a href="mailto:bloomingtontownship@in.gov">bloomingtontownship@in.gov</a>
Clear Creek - Thelma Jefferies	812.824.7225	<a href="mailto:thelma@bluemarble.net">thelma@bluemarble.net</a>
Indian Creek - Chris Reynolds	812.824.4981	<a href="mailto:chreyonlds812@gmail.com">chreyonlds812@gmail.com</a>

Perry - Dan Combs	812.336.3713	<a href="mailto:trustee@perrytownship.info">trustee@perrytownship.info</a>
Polk - Chris Spiek	812.837.9446	<a href="mailto:cspiek@bluemarble.net">cspiek@bluemarble.net</a>
Richland - Marty Stephens	812.876.2509	<a href="mailto:rttfrontdesk@bluemarble.net">rttfrontdesk@bluemarble.net</a>
Salt Creek - Donn Hall	812.837.9140	<a href="mailto:donnhall403@yahoo.com">donnhall403@yahoo.com</a>
Van Buren - Rita Barrow	812.825.4490	<a href="mailto:vbtrita@bluemarble.net">vbtrita@bluemarble.net</a>
Washington - Barbara Ooley	812.876.1188	<a href="mailto:ooleyb@yahoo.com">ooleyb@yahoo.com</a>

• Next

[Commissioners' Meeting: Wednesday, May 12, 2021 at 10am via Zoom.](#)

**XII. ADJOURNMENT**

The minute's summary of the May 5, 2021 Board of Commissioners' meeting were approved on, May 12, 2021.

Monroe County Commissioners

Ayes:

Nays:

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

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

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

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

\_\_\_\_\_  
Penny Githens

\_\_\_\_\_  
Penny Githens

Attest:

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

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



**MONROE COUNTY BOARD OF COMMISSIONERS  
WORK SESSION SUMMARY  
MAY 5, 2021  
Via ZOOM**

**1. Jeff Cockerill - Legal**

First Reading on Ordinance 2021- 21; an Environmental Restrictive Ordinance  
To Amend the Monroe County Code to Add Chapter 366, Environmental Restrictive Ordinance,  
To Prohibit the Installation and Use of Private Water Wells within Certain Areas Of  
Monroe County, Indiana.

**Presenters**

Dan Dyer, Manager-Environmental Remediation – CSX Transportation  
Steve Sharp – Project Manager - Arcadis  
Jason Cosgrove- Principal Engineer - Arcadis  
Jess Reiss- Barnes & Thornburg LLC

[Bring back to formal meeting, May 12<sup>th</sup>, for any public comment and final approval.](#)



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:   
 Vendor #

**Executive Summary:**

EasyCampaignFinance is a module of the EasyVote Election management platform. Designed specifically for elections offices to submit Campaign Finance reports via the Internet.

The candidate can  
Submit and update all required forms through an easy to use interface and secure filer profile  
Track contribution and expenditure information  
Receive updates on filings including compliance notifications such as deadlines, contribution limits and other regulatory requirements

Election Central can  
Receive, review/audit, process and publish filer reports with a user-friendly work-flow  
Easily communicate with candidates by setting up automatic emails, mail merge, or push notifications to all of the candidate population.

Allows staff to review/audit form submission, accept or reject submissions, notify candidate if it needs to be amended, attach documents to send to candidate.

The public can view the filings and search filings based on a variety of different data sets. The public can submit open records requests via this program.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="ELECTION"/>	<input type="text" value="1215-30006-0062"/>	<input type="text" value="\$3250.00"/>

Presenter:

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

Name(s)	Phone Number(s)
<input type="text" value="KAREN WHEELER"/>	<input type="text" value="812-335-7219"/>
<input type="text" value="TREE MARTIN"/>	<input type="text" value="812-327-4299/812-349-2071"/>

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

Attorney who reviewed:

# EasyVote System Recovery

## 1 Introduction

EasyVote is based on a SaaS (Software as a Service) model and operates with the assumption that all of our customers have access to an Internet connection. That being said, SaaS must be available 99.6% of the time so that no customers experience outages due to the infrastructure that we supply being inaccessible at any time. Since EasyVote is entirely based on a green field build out on Microsoft Azure, the benefits of Cloud Based computing are inherited from the core of the Azure redundant and scalable architecture.

Azure provides the highest enterprise level performance and recovery tools as well as services that warn of saturation points before they become a problem. Below is one of the Azure dashboards that are used 24/7 to ensure the level of performance required by our customers.



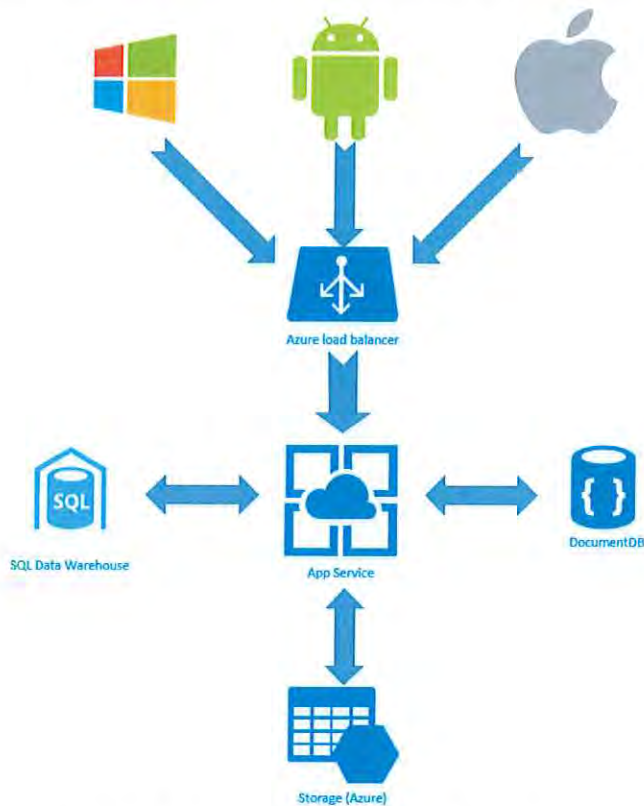
These dashboards allow the creation of **Alerts** that will send SMS and Emails to warn our administrators of any possible performance hampering issues.

### 1.1 Scale Out, Not Up

Adding more hardware is preferable to upgrading hardware. This is a new standard in the world of Cloud computing. As demand increases the Azure Auto Scale feature will initialize more hardware to handle the load, and as the load requirements diminish, hardware is taken offline.

## 2 Services and Data

EasyVote is built on your data, our services and the network. Below is a representation of how the data and services are assembled to allow continuous access to all of these services and your data.



Each part and level of EasyVote is built on a geographically redundant service and the SQL server has an added layer of protection called “Active geo-replicated”. This means that each SQL Server service is running on hardware that is physically located at different data centers around the United States.

**NOTE:** No data or services are allowed outside the U.S. borders.

## 2.1 SQL Server Details

The backbone of any searchable data storage is of course the database. With today's rise of the **NoSQL** databases, EasyVote has integrated this new technology into the appropriate places and taken full advantage of these new techniques.

EasyVote uses a hybrid approach by utilizing SQL based storage (Azure MSSQL Server) and NoSQL storage (Azure DocumentDB) to ensure the best performance as well as the maximum flexibility to satisfy our customer's feature requests.

The EasyVote Microsoft SQL Server is replicated in Virginia as well as California. The physical separation of the primary and secondary databases ensures that your data is always available.

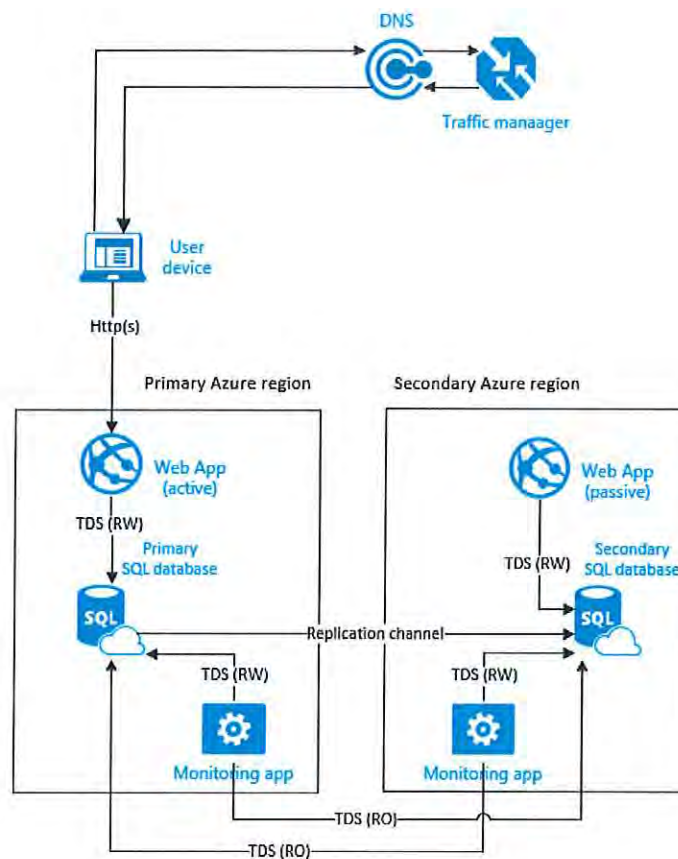
Log Shipping ensures that the databases are always in sync with each other so that when an issue arises, the Auto Fail Over will forward all SQL statements and queries to the secondary database. Once the issue is resolved the Fail Over recovery mechanism will resync the primary database and restore all edited data to the newly recovered production database.





Here are some more details about the Active geo-replication aspects of Azure SQL Server:

- Database-level disaster recovery goes quickly when you've replicated transactions to databases on different SQL Database servers in the same or different regions.
- Cross-region redundancy allows applications to recover from permanent loss of a datacenter caused by natural disasters, catastrophic human errors, or malicious acts.
- Online secondary databases are readable, and they can be used as load balancers for read-only workloads such as reporting.
- With automatic asynchronous replication, after an online secondary database has been seeded, updates to the primary database are automatically copied to the secondary database.



## 2.2 Disaster Recover Drills for SQL Server

Once a month, EasyVote DevOps performs a disaster recover drill. There is about a 25 second delay once the FAILOVER command is executed on the SQL Server and the secondary database takes over. All data is replicated before the test fail over is execute. Below is the TSQL command to execute to perform a test.

```
ALTER DATABASE <MyDB> FAILOVER;
```

In the event that disaster has occurred, the failover can be performed manually or automatically. Sometimes the automatic fail over does not react fast enough so the DevOps team can force the failover immediately by running the command below.

```
ALTER DATABASE <MyDB> FORCE FAILOVER ALLOW DATA LOSS;
```

## 2.3 File Storage

Azure File Storage is automatically protected from failure by the Microsoft Data Centers redundant servers and disk drives. This is a guaranteed service that requires no maintenance or testing from the DevOps as it is always available with a 99.90% uptime.

## 2.4 DocumentDB (NoSQL)

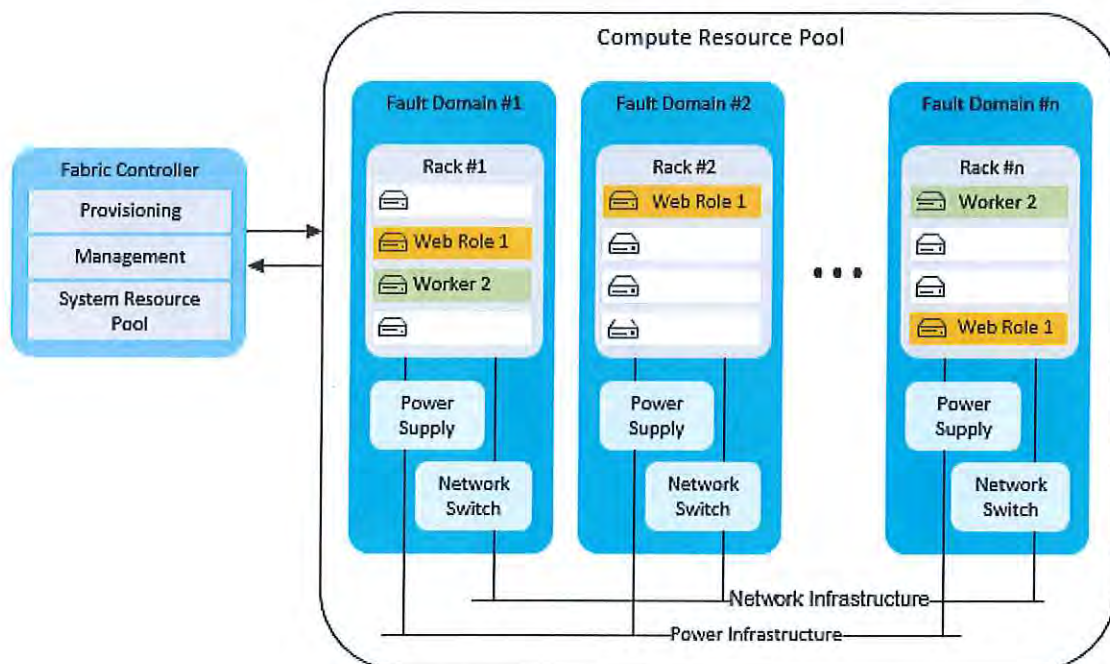
Azure DocumentDB is an enterprise level generic document (JSON/XML) storage and querying service that allows EasyVote to store unstructured data in a safe and efficient architecture.

DocumentDB has a 99.99% uptime and is by far the safest location for your custom fields and Campaign finance documents.

### 3 Web App Services

The Azure Fabric Controller (FC) is responsible for provisioning and monitoring the condition of the Azure compute instances. The Fabric Controller checks the status of the hardware and software of the host and guest machine instances. When it detects a failure, it enforces SLAs by automatically relocating the VM instances. The concept of fault and upgrade domains further supports the compute SLA.

When multiple role instances are deployed, Azure deploys these instances to different fault domains. A fault domain boundary is basically a different hardware rack in the same datacenter. Fault domains reduce the probability that a localized hardware failure will interrupt the service of an application. You cannot manage the number of fault domains that are allocated to your worker or web roles. The Fabric Controller uses dedicated resources that are separate from Azure hosted applications. It has 100% uptime because it serves as the nucleus of the Azure system. It monitors and manages role instances across fault domains. The following diagram shows Azure shared resources that are deployed and managed by the FC across different fault domains.



### 4 Summary

By building the EasyVote platform on a proven enterprise level Cloud service, an unprecedented level of reliability and consistency is derived from the massive hardware and software investments of Microsoft.



## TERMS AND CONDITIONS OF SOFTWARE LICENSE

These Terms and Conditions of Software License form a legally binding contract and agreement (the "Agreement") between **EasyVote Solutions, Inc** ("**EasyVote**") and **Monroe County, Indiana** (as applicable, the "Licensee") that places an order for, or signs a written contract to obtain a license for, the Licensed Software, as more particularly described below.

### Background

This Agreement is effective as of the date (the "Effective Date") on which either (a) EasyVote and Licensee sign a written contract that incorporates this Agreement by reference (if applicable, a "Written Order"), or (b) Licensee or one of its agents clicks on the "Accept" button on a web page owned or controlled by EasyVote (if applicable, an "Online Order"), indicating Licensee's intention to accept and agree to this Agreement in order to obtain certain license rights to use the Licensed Software (defined below). Each of EasyVote and Licensee are hereinafter referred to as a "Party" or collectively as the "Parties". The Written Order or the Online Order applicable to Licensee's use of the Licensed Software, as the case may be, is referred to as the "Order".

NOW, THEREFORE, in consideration of the parties' mutual rights and responsibilities, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

### 1. LICENSED SOFTWARE

1.1. EasyVote hereby grants to Licensee, subject to the terms of this Agreement and the payment of any fees required by this Agreement or the Order, a non-exclusive, right and license to access, execute, install, load, host, store, and use the Licensed Software in accordance with the user manuals, training materials, and other documentation or materials provided by EasyVote for use with the Licensed Software (collectively, the "Documentation") for the purpose of managing voting procedures and operations for the jurisdiction or jurisdictions indicated in the Order (as applicable, the "Jurisdiction").

1.2. Licensee may not (a) sell, rent, or sub-license the Licensed Software, (b) use the Licensed Software in the operation of a service bureau or time-sharing arrangement, or otherwise redistribute the Licensed Software to any other person or entity, (c) remove or alter any copyright or trademark notices on the Licensed Software or the Documentation, (d) use, maintain, store, copy or access the Licensed Software for the benefit of any jurisdiction or voting precinct other than the Jurisdiction, or (e) reverse engineer, decompile, or disassemble the executable form of the Licensed Software.

1.3. All right, title, and interest in and to the EasyVote Materials (hereinafter defined) is and shall be solely owned by EasyVote. Licensee shall take any actions reasonably requested by EasyVote to perfect and protect EasyVote's right, title, and interest acknowledged and agreed to in this Section. For purposes of this Agreement, "EasyVote Materials" consists of (i) the Licensed Software, the source materials for the Licensed Software and all algorithms, architecture, documentation, know-how, methods, procedures, processes, trade secrets, workflow, and other



intellectual property acquired, created, or otherwise owned by EasyVote; (ii) the Documentation and all other intellectual property of EasyVote throughout the world; (iii) any derivative works, improvements, enhancements, or extensions of any of the foregoing.

1.4. EasyVote will provide online, email or telephonic support for the Licensed Software as set forth in EasyVote's Documentation from time to time. Unless otherwise specified in an Order, such support is at no additional charge and EasyVote makes no warranties or promises regarding such support.

## 2. COMPENSATION

2.1. *COMPENSATION.* Licensee will pay EasyVote as provided in the Order.

2.2. *LATE PAYMENTS.* Unless otherwise provided in the Order, amounts due under the Order are due within thirty (30) days of the date of invoice. Amounts not paid when due will bear interest at the rate of 1.5% per month (or the highest rate of interest permitted by law, whichever is lower). If any check provided by Licensee is dishonored for "insufficient funds" Licensee will pay EasyVote an NSF fee of \$35.

## 3. TERM AND TERMINATION

3.1. *TERM.* The Licensee's license to use the Licensed Software will commence on the Effective Date and continue indefinitely until this Agreement is terminated by either Party.

3.2. *TERMINATION.* Neither party may terminate this Agreement except in one of the following ways:

i. *Termination for Cause.* Either party may terminate this Agreement immediately if the other party:

- a. voluntarily files a petition for bankruptcy or is the subject of an involuntary petition for bankruptcy that is not stayed or dismissed within thirty (30) days after filing;
- b. makes an assignment for the benefit of creditors;
- c. has a receiver imposed or appointed over all or substantially all of its assets, which appointment is not stayed or dismissed within thirty (30) days;
- d. assigns or transfers, either voluntarily or by operation of law, any or all of its rights or obligations under this Agreement without having obtained the prior written consent of the other Party; or
- e. breaches a material provision of this Agreement and fails to cure the breach within thirty (30) days' notice thereof from the non-breaching Party.

ii. *Termination Not for Cause.* Either Party may terminate this Agreement if the other Party is not in breach of this Agreement by providing the other Party with written notice thereof at least sixty (60) days before the effective date of termination.

3.3. *EFFECT OF TERMINATION.* Upon termination of this Agreement for any cause or reason whatsoever, neither Party shall have any further rights or obligations under this Agreement, except as expressly set forth herein. The provisions of Sections 1.2 through 1.3 of this



Agreement shall survive the expiration or termination of this Agreement for any cause or reason whatsoever, and, notwithstanding the expiration or termination of this Agreement, the Parties shall each remain liable to the other for any indebtedness or other liability arising under this Agreement.

#### 4. CONFIDENTIALITY AND NON-DISCLOSURE

4.1. Each Party (as applicable, the "Recipient") agrees to keep confidential, not disclose to any third party, and not use for any purpose not permitted by this Agreement, any Confidential Information it receives from the other Party (as applicable, the "Discloser"). "Confidential Information" means, with respect to the Discloser, any information relating to (a) the business, operations, products, systems, or services of the Discloser that are not publicly known, (b) any trade secrets of the Discloser (as that term is defined by applicable law), and (c) any other information or data that is either (i) reduced to writing and marked with the legend "confidential" or "proprietary" or with words of like import or (ii) if communicated orally, is identified by the speaker as being "confidential" or "proprietary" or with words of like import (provided, however, that in the case of any such oral disclosure the Discloser shall, within thirty days after such disclosure, provide written confirmation to the Recipient of the confidential nature thereof).

4.2. A Recipient shall not be obligated to keep confidential or refrain from using information that (i) is or becomes publicly available by other than a breach of this Agreement; (ii) is known to or in the possession of the Recipient at the time of disclosure; (iii) thereafter becomes known to or comes into possession of the Recipient from a third party that the Recipient reasonably believes is not under any obligation of confidentiality to the Discloser and is lawfully in the possession of such information; (iv) is developed by the Recipient independently of any disclosures previously made by the Discloser to the Recipient; or (v) is disclosed by the Recipient in connection with any claim or counterclaim asserted against Recipient in an arbitration or legal proceeding (provided, however, that in any such case the Recipient shall give the Discloser prior notice of its intended use of such Confidential Information and will cooperate with Discloser's efforts to obtain a protective order or other similar assurance of confidential treatment from the court or arbitrator). It shall not be a violation of this Section for Recipient to disclose Confidential Information to the extent it is required to be disclosed by any law, subpoena or order of a court of competent jurisdiction, administrative agency or governmental body, or other legal process, or by law, rule or regulation, or by applicable regulatory or professional standards. Prior to such compulsory disclosure, however, the Recipient must give reasonable advance notice to the Disclosing Party of such order and an opportunity to object.

4.3. Each party shall carry out its respective obligations using the same degree of care that it uses in protecting its own Confidential Information, but at least a reasonable degree of care. Provided that the Recipient has met the foregoing standard of care, the Recipient shall not be liable or responsible for any inadvertent or accidental disclosure of Confidential Information.

4.4. Each party agrees that it will not provide any subcontractor or other third party with access to the Confidential Information of the other, unless the subcontractor or third party has agreed to be bound by similar confidentiality and nondisclosure obligations in favor of the Disclosing Party.

4.5. Upon the expiration or termination of this Agreement, the Recipient shall return to the Disclosing Party or certify in writing that it has destroyed or deleted all Confidential Information.



## 5. INSURANCE; LIABILITY

5.1. *INSURANCE.* Each party will purchase and maintain during the term of this Agreement property and casualty insurance that is reasonable and commercially reasonable in light of such party's business, assets, operations and reasonably anticipated risks.

5.2. *LIABILITY CAP.* Notwithstanding any other provision of this Agreement, in no event will EasyVote be liable to Licensee, whether for money damages, any claim for indemnification, or any action sounding in breach of contract, breach of warranty, tort or any other cause of action, in connection with the Licensed Software or otherwise relating in any manner to this Agreement, the transactions or activities contemplated by this Agreement, or any other matter or circumstance relating to the subject matter of this Agreement, for an amount in excess of the fees actually paid by Licensee to EasyVote pursuant to this Agreement during the twelve (12) month period immediately preceding the date on which EasyVote's liability is alleged to have arisen.

## 6. LIMITED WARRANTY

6.1. *LIMITED WARRANTY.* EasyVote represents and warrants that the Licensed Software will substantially conform to the published specifications for the Licensed Software as provided in the Documentation for ninety (90) days after the Effective Date. Licensee's sole and exclusive remedy, and EasyVote's sole obligation, for breach of the foregoing warranties shall be for EasyVote, at its option, to correct, repair or replace the copy of the Licensed Software.

6.2. *WARRANTY EXCLUSIONS.* The warranties provided in this Section will not apply to (i) Licensed Software that is modified by Licensee or its employees or agents (other than a modification authorized or approved by EasyVote), (ii) Licensed Software that is damaged after acceptance by Licensee by any cause other than a failure that results from a breach of warranty by EasyVote, (iii) Licensed Software that is damaged after acceptance by Licensee, (iv) Licensed Software that is damaged after acceptance by Licensee by abuse, misuse, operation other than in accordance with applicable documentation or through Licensee's failure to perform routine or required maintenance, or (v) any failure of the Licensed Software to be compatible with any other systems or operating environment.

6.3. *DISCLAIMER.* EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, EASYVOTE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND EASYVOTE HEREBY EXPRESSLY DISCLAIMS THE SAME. WITHOUT LIMITING THE FOREGOING, ANY THIRD-PARTY SOFTWARE PROVIDED TO LICENSEE IS PROVIDED "AS IS" WITHOUT ANY CONDITION OR WARRANTY WHATSOEVER. EASYVOTE DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL BE ERROR-FREE. EASYVOTE CANNOT GUARANTEE THE INTEGRITY OF DATA, INFORMATION OR CONTENT STORED OR TRANSMITTED VIA THE INTERNET. EASYVOTE WILL NOT BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO, OR ANY CORRUPTION, ERASURE, THEFT, DESTRUCTION, ALTERATION OR INADVERTENT DISCLOSURE



OF, DATA, INFORMATION OR CONTENT TRANSMITTED, RECEIVED OR STORED ON ANY LICENSEE SYSTEM.

## 7. GENERAL

7.1. *AMENDMENT.* The Agreement may only be amended, supplemented, modified, or canceled by a written instrument signed by both Parties.

7.2. *ASSIGNMENT.* Neither Licensee nor EasyVote may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) under the Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

7.3. *CONTROLLING LAW.* This Agreement will be governed and construed in accordance with the laws of the State of Indiana applicable to contracts made and to be performed wholly within such State. Any dispute between the Parties that cannot be resolved through mutual agreement may be litigated in any court of competent jurisdiction and each Party hereby submits to the non-exclusive personal jurisdiction of the Courts of Monroe County, Indiana and the Southern District Court of Indiana in connection with any suit, claim or proceeding arising out of or relating to this Agreement and agrees not to assert any defense based upon the inconvenience of the forum in connection with any suit or proceeding initiated in any such court.

7.4. *ENTIRE AGREEMENT.* The Agreement constitutes the entire agreement between Licensee and EasyVote and supersedes all prior or contemporaneous written or oral understandings or agreements pertaining to the subject matter of this Agreement.

7.5. *FORCE MAJEURE.* Neither party will be deemed to be in breach of this Agreement, or be entitled to damages or credits pursuant to this Agreement, for any failure or delay in performance caused by reasons beyond its control, which may include but are not limited to an act of God, war, civil disturbance, court order, labor dispute, failures or fluctuations in power, heat, internet, light, air conditioning or telecommunications equipment. Both parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either party may cancel unperformed services upon written notice. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or obligation to pay for services rendered.

7.6. *INDEPENDENT ENTITIES.* The parties are independent entities. Neither party nor any consultant of either party shall be deemed to be an employee, agent, partner, joint venturer or legal representative of the other for any purpose, and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other, solely as a result of this Agreement.

7.7. *NOTICES.* Any notice required under the Agreement shall be made in writing, addressed to the appropriate party at its address, as indicated in the Order or in the books and records of EasyVote, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.





7.8. *SEVERABILITY.* Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Parties, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

7.9. *SUCCESSORS AND ASSIGNS.* Licensee and EasyVote together with their respective partners, successors, executors, administrators and legal representatives are hereby bound to the other party to the Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of the Agreement.

7.10. *THIRD PARTY OBLIGATION.* Nothing contained herein shall create any obligation or contractual relationship with any third party and there are no third party beneficiaries of this Agreement.

7.11. *WAIVER.* Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.

7.12. *ATTORNEYS' FEES.* To the extent permitted under the constitution and laws of the State of Indiana, if any legal action or proceeding is brought by EasyVote to enforce the Agreement, EasyVote shall be entitled to recover reasonable attorneys' fees and other costs reasonably incurred in that action or proceeding (including, without limitation, expert witness fees and court costs), in addition to any other relief to which EasyVote may be entitled.



**EASYVOTE SOLUTIONS INC:**

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

Print: \_\_\_\_\_

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

**APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS**  
this \_\_\_\_\_ day of \_\_\_\_\_, 2021, pursuant to Monroe County Code Chapter 266-5.

**“AYES”**

**“NAYS”**

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

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

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

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

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

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

**ATTEST:**

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



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

### Executive Summary:

The MCHD has received the Title X grant award for Futures clinic. The grant cycle is April 1, 2021 through March 31, 2022. These funds cover the operation of Futures family planning clinic. TANF funds are supplemental to this grant award. Revenue from patient fees, Medicaid, and third-party payers round out the total revenue for the clinic.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Futures (Title X)"/>	<input type="text" value="8126 9622"/>	<input type="text" value="\$60,961"/>

Presenter:

### Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

## Monroe County Board of Commissioners Agenda Request - Grant

### REQUIRED

Federal Agency

Federal Program

CFDA#

Federal Award Number and Year (or other ID)

Pass Through Entity:

Request completed by:

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

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

## AGREEMENT FOR SERVICES

This Agreement for Services is entered into by **Indiana Family Health Council, Inc.**, 151 N. Delaware Street, Suite 520, Indianapolis, IN 46204 (hereinafter “**I.F.H.C.**”) and **Monroe County Health Department**, 119 W. 7<sup>th</sup> Street, Bloomington, IN 47404 (hereinafter “**Sub-Recipient**”) in recognition of their mutual desire to provide quality family planning services in the State of Indiana.

### RECITALS

**I.F.H.C.** manages a program entitled “Family Planning Services Program” (hereinafter “the Program”) under a Grant from the United States Department of Health and Human Services (hereinafter “D.H.H.S. Grant”) pursuant to Title X, Section 1001 of the Public Health Service Act, 42 U.S.C. §300, et. seq., as amended from time to time (hereinafter “the Act”). **Sub-Recipient** desires to participate in the Program by conducting a Family Planning Service Project (hereinafter the “Project”), as authorized by the Act, upon the terms and subject to the conditions of this Agreement for Services (hereinafter “Agreement”). In accepting this funding, the **Sub-Recipient** stipulates any activities thereunder are subject to all provisions of 42 CFR Part 59 Subpart A currently in effect or implemented during the period of this Agreement.

### AGREEMENT

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

**I.**  
**Term**

The Term of this Agreement shall be from **April 1, 2021** to **March 31, 2022**, unless terminated as hereafter provided.

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

2.1 **Sub-Recipient** must provide family planning services to a minimum of 800 unduplicated patients based on the contract period. In the event that the minimum number of unduplicated patients is achieved prior to the end of the Agreement year, **Sub-Recipient** must continue providing Title X services through the end of the Term in order for expenditures against the Title X program to be allowable.

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

- (a) 35% of unduplicated patients will receive a minimum of one (1) HIV test,
  - (b) 80% of unduplicated women ages under the age of 25 will be tested for Chlamydia,
  - (c) 85% of unduplicated women ages 15-44 not seeking pregnancy will be using a moderately effective (pill, ring, patch, injection, diaphragm) or most effective (IUD, implant, male or female sterilization) birth control method, and,
  - (d) **Sub-Recipient** shall have the Client Visit Record (CVR) entered into the **I.F.H.C.** centralized data system no later than fifteen (15) days after the end of the month.
  - (e) **Sub-Recipient** shall demonstrate cost-effectiveness by maintaining an average cost of \$179 based on **I.F.H.C.** contracted funding amount per unduplicated client during the period covered by this Agreement.
- 2.3 **Sub-Recipient** will implement, manage, and conduct the Project under this Agreement according to the following terms and conditions:

- (a) **Sub-Recipient**'s development and management of the Project will conform with all applicable federal, state, and local laws, rules and regulations, as and if amended (hereinafter "Applicable Law"), including without limitation all regulations promulgated and/or amended by D.H.H.S. under the Act (hereafter "D.H.H.S. Regulations") and be enrolled as a Medicaid provider.
- (b) **Sub-Recipient** shall ensure all Project staff shall receive the required and necessary Title X training and provide evidence of completed training upon request, including but not limited to: human trafficking, child abuse, child molestation, sexual abuse, rape or incest reporting laws; and resisting coercion. At a minimum, the following trainings must be completed at its assigned period:

	Clinical Staff	Non-Clinical Staff
Title X Orientation – At Hire	Yes	Yes
Introduction to Family Planning – At Hire	Yes	No
Title X Clinical Training– At Hire	Yes	No
Title X Financial Orientation	No	Yes
Mandatory Reporting – At Hire and Annually	Yes	Yes
Family involvement and sexual coercion (for adolescents) – At Hire and Annually	Yes	Yes
Human Trafficking – At Hire and Annually	Yes	Yes
Cultural Competency – At Hire	Yes	Yes
Pregnancy Options Counseling and Education – At Hire	Yes	No
HIPAA and client confidentiality –At Hire	Yes	Yes
Non-Discrimination – At Hire	Yes	Yes
Emergency and disaster response and staffs' roles – Annually	Yes	Yes
IFHC HIV Training—At Hire	Yes	No

- (c) **Sub-Recipient** shall provide, either directly or through referral, Fertility Awareness-Based Methods, and a broad range of approved methods of contraception.
- (d) **Sub-Recipient** shall enroll and comply with all 340B program requirements. **Sub-Recipient** may be subject to an audit by HRSA at any time. Program requirements are available at <https://www.hrsa.gov/opa/program-requirements/index.html> .
- (e) **Sub-Recipient** shall provide basic medical services for the diagnosis and treatment of infertility.

- (f) **Sub-Recipient** shall provide medical and contraceptive services for adolescents, including abstinence and LARCs.
- (g) **Sub-Recipient** shall provide sterilization in compliance with 42 C.F.R. Part 50, Subpart B (Sterilization of Persons in Federally Assisted Family Planning Programs) and D.H.H.S. Regulations.
- (h) **Sub-Recipient** shall provide services strictly on a voluntary basis, without coercion. Services shall not be denied on the basis of refusal to accept additional services or participate in research or other activities.
- (i) **Sub-Recipient** shall provide all services in a manner which provides respect for the individual's privacy and dignity.
- (j) **Sub-Recipient** shall provide services without regard to religion, race, color, national origin, handicapping condition, age, sex, sexual orientation, number of pregnancies, ability to pay, or marital status, and without the imposition of durational residence or referral requirements.
- (k) **Sub-Recipient** shall ensure all persons' freedom of choice of contraceptive methods as long as there are no medical contraindications to the method selected, and take all steps necessary to secure sufficient informed consent from all patients.
- (l) **Sub-Recipient** shall ensure that priority in the provision of services will be given to persons from low-income families and that no charge will be made for services provided to any person from a low-income family, except to the extent that payment is made by a third party which is authorized to or is under a legal obligation to pay such charge. For purposes of this Agreement, "low-income family" is defined as a social unit comprised of one or more individuals living together as a household whose total annual income does not exceed one hundred percent (100%) of the current Income Poverty Guidelines, issued pursuant to 42 U.S.C. §9902(2), unless otherwise defined by applicable D.H.H.S. Regulations. Any charge made for services hereunder shall be made in compliance with D.H.H.S. Regulations and the I.F.H.C. Policy on Patient Fee Charges, as



submitted by **I.F.H.C.**, and approved by D.H.H.S., in connection with the D.H.H.S. Grant.

- (m) **Sub-Recipient** shall submit medical claims for, without jeopardizing confidentiality, and diligently pursue payment, without application of any discounts, from all third-party payers which are authorized or under a legal obligation to reimburse **Sub-Recipient** for services rendered.
- (n) **Sub-Recipient** shall conduct the Project and provide medical services related to family planning in compliance with Applicable Law, including without limitation the Act, all D.H.H.S. Regulations, applicable D.H.H.S. policies, procedures, conditions, and standards, as amended from time to time; and all **I.F.H.C.** policies, standards, and guidelines, including, but not limited to the following: Program Guidelines as set out in the Title X statute and implementing regulations (42 CFR part 59, subpart A), and in other applicable Federal statutes, regulations, and policies; 2 CFR 200 and 45 CFR Part 75, as applicable; and “I.F.H.C. Administrative Manual - Policies and Procedures for Sub-Recipient Agencies”, all as amended from time to time. In addition, **Sub-Recipient**’s Project shall conform to **I.F.H.C.**’s Medical Standards (hereinafter the “Medical Standards”) and the provision of services as outlined in **Sub-Recipient**’s funding application and budget approved by **I.F.H.C.**
- (o) **Sub-Recipient** shall provide family planning medical services:
  - (i) Under the direction of a physician with special training or experience in family planning; and
  - (ii) In compliance with all state practice standards and/or standards of care.
- (p) **Sub-Recipient** shall provide services to all patients as outlined below and detailed the Title X program, as set out in the Title X statute and implementing regulations (42 CFR part 59, subpart A), and in other applicable Federal statutes, regulations, and policies, as amended from time to time:

- (i) Provide and make available written protocols, as approved by **Sub-Recipient's** Medical Director and **I.F.H.C.** at each service site, or when requested;
- (ii) Provide written plans and procedures for medical and non-medical emergencies;
- (iii) Provide referrals under a written referral policy;
- (iv) Provide appropriate education and counseling; and maintain informed consent procedures, in conformity with Applicable Law;
- (v) Obtain a comprehensive patient history on all clients including, without limitation, information concerning: allergies; immunizations; use of prescription and other drugs, use of tobacco, recreational drugs, and alcohol; significant hospitalizations; surgery and illness; family history; reproductive history; and sexual history;
- (vi) Perform a general physical examination after age 21 for female clients, as deemed appropriate by their clinician with shared decision making with the client;
- (vii) Offer male clients who are requesting temporary contraception preventative services, including, but not limited to: height, weight, blood pressure, and genital exam, if indicated;
- (viii) Perform lab tests as required by the Medical Standards including: hemoglobin, pap smear, Gonorrhea and Chlamydia test, syphilis test, urine dipstick, HIV test, pregnancy test, and wet mount;
- (ix) Establish procedures for client notification;
- (x) Provide Fertility Awareness-Based Methods as an option of contraception;
- (xi) Make available a broad range of approved methods of contraception;
- (xii) Provide at least Level I infertility services directly, and Levels II and III infertility services by referral;
- (xiii) Provide pregnancy diagnosis and may provide non-directive counseling which shall be provided by an advance practice provider

- (MD, NP, PA) and provide referrals for prenatal care to **all** pregnant patients;
- (xiv) Provide adolescent services and counseling, including encouraging family participation in the decision of seeking family planning services, and counseling on how to resist attempts to coerce minors into engaging in sexual activities; and,
  - (xv) Comply with state and local reporting requirements for sexually transmitted diseases, child abuse, child molestation, sexual abuse, rape or incest, and/or human trafficking.
- (q) **Sub-Recipient** shall provide social services related to family planning, including counseling and referral to other social and medical service agencies, and any ancillary services which may be necessary to facilitate clinic attendance. **Sub-Recipient** shall address the health care needs of clients through formal (MOU/LOA) and robust linkages, or be integrated with comprehensive primary care providers.
- (r) **Sub-Recipient** shall provide informational and educational programs designed to achieve community understanding of the objectives of the Project, to inform the community of the availability of services and to promote continuing participation in the Project by persons to whom family planning services may be beneficial. All informational or educational material developed by **Sub-Recipient** for use in connection with the Project shall be reviewed and approved by an Information and Education Committee established by **Sub-Recipient** in accordance with D.H.H.S. Regulations.
- (s) **Sub-Recipient** shall provide suitable and customary orientation and in-service training for all Project personnel.
- (t) **Sub-Recipient** shall maintain a quality assurance system which allows for program development and evaluation and includes required participation in **I.F.H.C.**'s quality assurance program. **Sub-Recipient** must provide a high standard of care that conforms with standards of practice as established by D.H.H.S. and **I.F.H.C.**, through the employment of

qualified personnel, the provision of safe, effective services which meet the needs of the community, and on-going monitoring and evaluation of services.

- (u) **Sub-Recipient** shall provide, to the maximum extent feasible, an opportunity for participation in the development, implementation and evaluation of the Project by persons broadly representative of all significant elements of the population to be served, and by others in the community knowledgeable about such needs.
- (v) **Sub-Recipient** shall maintain confidentiality and security of patient records at all times in compliance with the Health Information Portability and Accountability Act of 1996 and its implementing regulations (45 CFR Parts 160-164) as amended from time to time, (hereinafter collectively “HIPAA”); and the Addendum to this Agreement. All information obtained by **Sub-Recipient** or its personnel about individuals receiving services shall be held confidential and shall not be disclosed without consent of such individual, except that such information may be disclosed in summary, statistical or other form which fully complies with HIPAA and does not identify particular individuals. **Sub-Recipient** specifically affirms and agrees that persons from low-income families will not be charged any fee for retrieval and copies of their respective medical records, and that medical records will be released to patients promptly upon presentation of a written authorization as provided by Indiana law. **Sub-Recipient** acknowledges that the provisions of this paragraph (v) survive the termination of the Agreement.
- (w) **Sub-Recipient** shall assure activities promote positive family relationships for the purpose of increasing family participation in family planning and healthy decision making, education and other related health services, contextualizing Title X services within a model that promotes optimal health outcomes for the client.
- (x) **Sub-Recipient** shall provide and document counseling and education on healthy relationships, safe, stable, and healthy marriages, and the benefits

of avoiding sexual risk, but not only when communicating with adolescents.

(y) **Sub-Recipient** shall assure counseling and education for adolescents does not normalize sexual risk behaviors and clearly communicates the benefits of delaying.

(z) **Sub-Recipient** shall incorporate substance abuse disorder screening into family planning services.

2.4 **Sub-Recipient** shall not provide abortion as a method of family planning; promote or encourage abortion as a method of birth control, either through consultations, printed materials, speakers or educators, or lobbying for the passage of legislation to increase in any way the availability of abortion as a method of family planning; active involvement by staff in the provision or advocacy of abortion; counseling which directs a client to reach a decision to terminate her pregnancy; making appointments; obtaining the signed consent form; providing transportation; or assisting clients in obtaining an abortion; or providing referrals for abortion, in accordance with 42 CFR 59.13, *et seq.*

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

2.6 In accordance with 42 CFR 59.15, **Sub-Recipient** Title X project shall be recognized so it is physically and financially separate from activities which are prohibited under Section 1008 of the act and 42 CFR 59.13, 59.14, and 59.16. **Sub-Recipient** shall maintain physical and financial separation related to abortion and lobbying activities. Physical Separation must be achieved by March 4, 2020. Title X services cannot be co-located in the same physical space or building where abortion services are provided. Prohibited abortion services is defined here as the provision of elective abortion procedures. Hospitals, hospital-affiliated sites, and other similar health centers that provide medically-necessary abortion services will be compliant as long as they do not provide abortions as a method of family planning. Financial separation is required to ensure Title X funds are not used for non-Title X services including referrals to other programs for non-directive counseling. Mere

bookkeeping separation of Title X funds from other monies is not sufficient. Evidence of financial separation includes, but is not limited to:

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

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

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

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

### III.

#### Description and Scope of Services To Be Provided by I.F.H.C.

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

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

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

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

### IV.

#### Financial

4.1 The total amount of Title X (Federal CFDA Number 93.217) funds to be paid to **Sub-Recipient** by **I.F.H.C.** under this Agreement shall not exceed **Sixty Thousand, Nine Hundred and Sixty-One Dollars (\$ 60,961)**. This amount may be reduced by **I.F.H.C.**, in its sole discretion, if **I.F.H.C.** determines that **Sub-Recipient** will not utilize the full amount of funding allocated for any site during the Term of this

Agreement. **Sub-Recipient** shall provide **I.F.H.C.** an itemized budget for each of the approved service sites in the following counties within forty-five (45) days of receipt of contract: Monroe County:

<b>Title X</b>	<b>Total Contract Amount</b>
<b>Amount of Allocation for This Grant Period</b>	<b>\$ 60,961</b>
<b>Total of Title X</b>	<b>60,961</b>

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

4.3 **Sub-Recipient** shall submit monthly claims for reimbursement to **I.F.H.C.**, in a format prescribed by **I.F.H.C.** For all months during the Term of this Agreement, except the final month of this Agreement, such claims for reimbursement shall be submitted by **Sub-Recipient** within thirty (30) days after the end of each month for incurred allowable expenditures made by the **Sub-Recipient** in the performance of the duties under this Agreement. **Sub-Recipient's** claim for reimbursement for the final month of this Agreement shall be submitted within forty five (45) days after the expiration of the Term of this Agreement and shall cover all incurred allowable expenditures made by **Sub-Recipient** during such final month in the performance of its duties under this Agreement, and all allowable amounts incurred by **Sub-Recipient** for obligations arising within the Term of this Agreement and in the performance of its duties



under this Agreement, but not yet reimbursed. Failure to submit claims for reimbursement within the prescribed period may result in nonpayment of such claims.

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

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

4.6 **Sub-Recipient** shall establish and implement travel reimbursement policies and procedures for allowable travel expenses incurred by its Project staff during the period of performance in compliance with the program requirements and rules. The reimbursement policy shall not exceed the rate published by the U.S. General Services Administration for date and travel location.

4.7 **Sub-Recipient** shall comply with the salary limitation defined by D.H.H.S. to charge salary of Project staff to the award. Each year's appropriations act limits the salary amount that **Sub-Recipient** may be awarded and charged to D.H.H.S./OASH grants and cooperative agreements. Award funds should not be budgeted to pay the salary of an individual at a rate in excess of Executive Level II. The 2021 Executive Level II salary of the Federal Executive Pay Scale is \$199,300. This amount is updated on the calendar year and reflects an individual's base salary, exclusive of fringe and any

income that an individual may be permitted to earn outside of the duties to the applicant organization.

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

- (a) 80% or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act as defined at 2 CFR 1770.320 (and subawards); and,
- (b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards).

## V.

### Records and Reports

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

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

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

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

5.5 **Sub-Recipient** shall, at **I.F.H.C.**'s request, make all Project, medical, and financial records available for review by D.H.H.S., the Comptroller General, or **I.F.H.C.**,

or their designated representatives. Confidentiality and security of patient identification data shall be maintained.

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

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

5.8 **Sub-Recipient** shall submit to an additional audit conducted by a designated representative of **I.F.H.C.** upon a showing of circumstances which result in a decision by **I.F.H.C.** that Project funds may have been improperly expended. The expense of such audit shall be borne by **Sub-Recipient**.

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

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

- (c) Records pertaining to the purchase of capital equipment must be maintained for a minimum of three (3) years after disposition of the equipment.

## VI.

### General Terms and Conditions

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

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

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

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

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

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

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

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

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

6.10 **Sub-Recipient** shall comply with D.H.H.S. Regulations and all other Applicable Law pertaining to real property, equipment, and supplies acquired with funds provided under this Agreement. **Sub-Recipient** shall keep an inventory of all such equipment, and the disposition of such equipment shall be determined by **I.F.H.C.** in accordance with D.H.H.S. Regulations and procedures. For purposes of this Agreement, the term

“equipment” shall mean tangible personal property with a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars (\$5,000) or more per unit.

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

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

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

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

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

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

6.17 This Agreement supersedes all existing agreements between the parties relating to the subject matter of this Agreement. In the event the provisions of this Agreement conflict with provisions of any other agreement between the parties, the provisions of this

Agreement shall control. Except as otherwise expressly provided, each amendment of the Agreement shall be in writing and signed by both parties.

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

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

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

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

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

(a) The **Sub-Recipient**, and its employees, may not:

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

## VII.

### Termination of Agreement or Suspension of Payments

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

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



Agreement or with any additional requirements or conditions applicable to this Agreement.

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

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

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

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

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

7.7 In the event of termination under paragraphs 7.2, 7.4, or 7.5, **Sub-Recipient** shall be entitled to reimbursement for any expenses reasonably and necessarily incurred prior

to termination and in the satisfactory performance of its duties under this Agreement, and **I.F.H.C.** shall have no further liability to **Sub-Recipient**.

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

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

## VIII.

### Procedure for Appeal and/or Arbitration

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

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

- (a) Written notice of **Sub-Recipient's** intent to appeal shall be delivered to the President of **I.F.H.C.** within fifteen (15) days after the date **Sub-Recipient** received notice of **I.F.H.C.'s** termination under Paragraph 7.2.
- (b) The notice of appeal shall set forth the reasons for the appeal and shall be accompanied by all substantiating data.
- (c) The President of **I.F.H.C.**, or a designated representative, shall notify the Chair of the Board of Directors of **I.F.H.C.** within ten (10) days of receipt of the notice of appeal. The Chair of the Board shall, in

turn, notify the Executive Committee which shall decide whether to allow or disallow such appeal.

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

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

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

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

**IX.**  
**Notice**

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

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

**Indiana Family Health Council, Inc.**  
**151 N. Delaware Street, Suite 520**  
**Indianapolis, IN 46204**

If to **Sub-Recipient**:

**Monroe County Health Department**  
**119 W. 7<sup>th</sup> Street**  
**Bloomington, IN 47404**

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

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

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

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

X.

Designated Officials

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

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

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

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

**INDIANA FAMILY HEALTH  
COUNCIL, INC.**

**MONROE COUNTY  
HEALTH DEPARTMENT**

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

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

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

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

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

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

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

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

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

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



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

### Executive Summary:

The petition site is comprised of a 4.12 +/- acre property located in Section 20 of Perry Township at 4831 & 4833 S Rogers ST. Currently the petition site is made up of 3 parcels; two of the three parcels are to be transferred in accordance with an administrative plat that is on hold in the Planning Office for an issue with Right-of-way dedication. As part of this PUD petition, the petitioners are requesting to amend the required right-of-way dedication for That Road in order to subsequently record the administrative plat and make the property all one legal lot of record. The petitioner is requesting to amend the zoning map from Estate Residential 1 (RE1), Single Dwelling Residential 3.5 (RS3.5/PRO6), Medium Density Residential (MR), and Planned Unit Development (PUD) to a new Planned Unit Development called "Clear Creek Urban". The PUD outline is proposing a mixed use development that would include attached townhomes, multi-family residences, and commercial space. The petitioner states in their written statement (Exhibit 1) that the development is designed to provide additional housing options for working individuals and families within the county and act as a "neighborhood center" for the Clear Creek Community. The development would include multiple road connections and alternative transportation connections. The petitioner states that the development will be built in three phases over three years. Approval of this outline plan amendment will amend the zoning map and allow for multi-family and mixed use commercial development. In addition, the petitioners have submitted for your reference a future major subdivision. If this petition for a Planned Unit Development Outline Plan Amendment is approved, they would concurrently file for a development plan and a major subdivision.

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

Presenter:

### Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text" value="Tamby Wikle-Cassady&lt;br/&gt;Michael Flory&lt;br/&gt;Kendall Knoke"/>	<input type="text"/>

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

Attorney who reviewed:

ORDINANCE # 2021-13

An ordinance to adopt the Clear Creek Urban Mixed Use Planned Unit Development, Outline Plan.

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

Whereas, the Board of Commissioners of Monroe County, Indiana passed and adopted a zoning ordinance and zoning maps (collectively "Zoning Ordinance") effective January 1997, which zoning ordinance is incorporated herein; and,

Whereas, certain amendments ("Amendments") to the Zoning Ordinance have been proposed to establish and regulate the area known as Clear Creek Urban, located where That Road intersects S. Rogers Street;

Whereas, the Plan Commission advertised for and conducted a public hearing on the proposed Amendments;

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

Whereas, on March \_\_\_\_\_, 2021 the Plan Commission certified the Amendments and its recommendation thereon to the Board of Commissioners for consideration pursuant to Indiana Code Sections 36-7-4-602 through 605;

Whereas, in accordance with Indiana 5-14-1.5-5, the Board of Commissioners provided public notice of its intention to consider the Amendments during its [April] \_\_\_\_\_, 2021 meeting, and accepted public comment on the proposed Amendments during its [April] \_\_\_\_\_, 2021 meeting;

Whereas the Board of Commissioners finds that the Amendments, if adopted in ordinance form, would reasonably and efficiently advance the statutorily recognized zoning ordinance purposes, which include, among other purposes, the promotions of the health, safety, morals, convenience, order, and general welfare of the citizens of Monroe County, Indiana and that the amendments should be adopted;

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

Whereas petitioner submitted a PUD Outline Plan and made representations to the Plan Commission pertaining to the use and development of the real estate, which Outline Plan is made a part of the Plan Commission packet, Exhibit A;



Whereas the Board of Commissioners of Monroe County, Indiana adopted Ordinance 2006-17, “The Better Way Moving/Joe Greene PUD,” (hereinafter, the “Joe Greene PUD”) on May 26, 2006, and subsequently amended it by Ordinance 2008-23 on September 12, 2008; and

Whereas the Joe Greene PUD contained 1.447 acres and, as amended, permitted a total of 17 uses, most of which were suited for areas with a rural nature; and

Whereas, since its most recent amendment in 2008, the property has been underutilized; and

Whereas, historically, since the mid 1990’s onward, there has been substantial growth of housing stock in the area, as evidenced by the development of Clear Creek Estates, Baywood, Eagle View, Patton Estates, the Highlands, and Southern Meadows (the latter approved but as-yet uncommenced); and,

Whereas, the vast majority of residential development in the Clear Creek area has focused on single family housing, with scattered small duplexes and paired patio homes; and

Whereas The Joe Greene PUD came under new ownership in October 31, 2016, when Blind Squirrels LLC purchased it; and

Whereas, the acreage of the Joe Greene PUD and adjoining land owned by Blind Squirrels LLC has increased to 4.12 acres, comprised of the addition to the Joe Greene PUD of certain contiguous parcels transferred to Blind Squirrels by the owners of the Southern Meadows PUD in consideration for an easement to extend That Road over Squirrels’ property for the purpose of providing ingress and egress for the Southern Meadows development, and also as a result of a Quiet Title Action, 53C01-1911-PL-002600 decided January 22, 2020; and,

Whereas, the legal description of the property proposed to make up the Clear Creek Urban PUD is set out on Page 1 of the Clear Creek Urban PUD Outline Plan; and

Whereas, Blind Squirrels LLC has proposed an amendment to the Joe Greene PUD that would change the permitted and possible uses to tailor them to provide neighborhood services in view

of the actual and proposed residential growth in the neighborhood, and to more effectively utilize the increased size of the parcel available; and

Whereas, the Blind Squirrels' proposed PUD is of such substantive difference from the Joe Greene PUD, Ordinance 2006-17, and as amended, in terms of uses, boundaries and development standards, that the entire Joe Greene PUD should be repealed and replaced with the "Clear Creek Urban PUD" (hereinafter CCU PUD); and

Whereas, the number of possible uses for the Clear Creek Urban PUD are intended to provide a large menu of uses to choose from when planning possible commercial development in areas B and D of the CCU PUD, given the uncertainties of the current business climate and in order to afford the opportunity to bring complementing uses to the CCU PUD as commercial proposals are brought forward over time; and

Whereas, the CCU PUD commits to having no more than five (5) commercial uses in Area B at any given time and no more than one (1) commercial use in Area D at any one time

Whereas, the Petitioners have submitted an outline plan that establishes the following ways in which the CCU PUD proposal meets the recommendations of the 2012 Monroe County Comprehensive Plan, and the 2015 Monroe County Urbanizing Area Plan (see pages 6-7). Worthy of special note are the designation of the site in the MCUA plan as intended to provide a greater opportunity for diverse housing types and densities. Mixed use nodes may be appropriate at key locations within this larger district....." Also note that the 2016 Urbanizing Area Plan phase II Implementation Report states: "Shared parking arrangements should be encouraged to minimize the size of surface parking lots." That statement served as the guiding principle for the Shared Parking use designation, a precedent which has been set for over 50 years by the business located at 4888 S. Rogers Street (currently the U.S. Post Office

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

#### Section I:

The Clear Creek Urban (CCU) Mixed Use Planned Unit Development, Outline Plan will rezone the parcel located at 4831/4833 to a mixed use Planned Unit Development (M-PUD). The CCU M-PUD allows residential uses along with commercial use, which uses are enumerated in the Outline Plan for CCU PUD, which is attached hereto in the Plan Commission packet and incorporated herein as Exhibit A. The CCU-PUD must comply with all required improvement, construction standards, design standards, procedures and all other engineering standards contained within the Monroe County Code and other pertinent regulations except where

specifically varied through the provisions of the ordinance. The CCU-PUD must comply with and implement the standards, covenants and representations in the CCU-PUD Outline Plan in Exhibit A. The parcel is located in Perry Township Sections 20 and 21, with its legal description as described in the CCU Outline Plan section, "Legal Description of Property."

1. Commercial land uses for Areas B and D are limited to those set forth in the CCU-PUD outline plan, specifically identifying permitted uses which are included in Exhibit A.
2. Accept the statements of the petitioner regarding proposed development standards.

Section II.

The following conditions of approval shall apply to this petition:

1.
  - a) East-west road connection [The extension of That Road across the CCU-PUD parcel, and the construction of a path along the side of the CCU-PUD property alongside South Rogers Street shall be constructed in accordance with Monroe County Highway Department Standards;
  - b) The Development Plan shall be in accordance with the Monroe County Highway Department and the Monroe County Drainage Engineer reports.

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. Upon adoption of the CCU PUD the Joe Greene PUD, adopted in 2006 as Ordinance 2006-17, and as amended by Ordinance 2008-23, shall be repealed in its entirety."

Passed and adopted by the Board of Commissioners of Monroe County, Indiana, this \_\_\_\_ day of \_\_\_\_\_, 2021.

BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA

"Yes" Votes

\_\_\_\_\_ Julie Thomas  
\_\_\_\_\_ Lee Jones  
\_\_\_\_\_ Penny Githens

"No" Votes

\_\_\_\_\_ Julie Thomas

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

\_\_\_\_\_ Penny Githens

**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 March 23<sup>rd</sup>, 2021 the Monroe County Plan Commission considered Petition No. 2010-PUO-03 for a Planned Unit Outline Plan (Ordinance No. 2021-13) to the Monroe County Zoning Ordinance and made a positive recommendation to approve thereon, based on the findings, conditions, and Highway Department reports, with a vote of 6-3.

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

*Larry Wilson*

\_\_\_\_\_  
Larry Wilson  
Planning Director

4/2/2021

\_\_\_\_\_  
Date

**CASE NUMBER** 2010-PUO-03  
**PLANNER** Drew Myers  
**PETITIONER** Blind Squirrels, LLC  
 c/o Kendall Knoke, Smith Design Group, Inc.  
**REQUEST** Joseph Greene (Clear Creek Urban) - Planned Unit Development Outline Plan  
 Amendment 2  
**ADDRESS** 4831 S Rogers ST & 4833 S Rogers ST  
**ACRES** 4.12 +/-  
**ZONE** RE1, RS3.5/PRO6, MR, and PUD  
**TOWNSHIP** Perry  
**SECTION** 20  
**PLATS** Unplatted  
**COMP PLAN** MCUA Mixed Residential  
**DESIGNATION**

**EXHIBITS**

1. Written Statement & Outline Plan - updated
2. Conceptual Site Plan
3. Outline Plan Area Map
4. Proposed Drainage Plan
5. Area Height Exhibits
6. Building Height Comparison
7. Letters of Support
8. Letters of Remonstrance
9. Draft Ordinance
10. [2021-03-30 TIS Southern Meadows](#)

**PUBLIC MEETING OUTLINE (subject to change):**

1. Plan Review Committee – November 12, 2020 – continued
2. Plan Review Committee – December 10, 2020
3. Plan Commission Administrative – January 5, 2021
4. Preliminary Hearing – Plan Commission Regular Session – January 19, 2021
5. Plan Commission Administrative – February 2, 2021
6. Final Hearing – Plan Commission Regular Session – February 16, 2021 – CANCELLED
7. Plan Commission Administrative – March 2, 2021
8. Final Hearing – Plan Commission Regular Session – March 23, 2021
9. Final Decision – County Commissioners (Work Session) – April 28, 2021
10. Final Decision – County Commissioners (Formal Session) – May 5, 2021

**RECOMMENDATION**

The Monroe County Plan Commission forwarded this petition on to the Monroe County Board of Commissioners with a **positive** recommendation by a vote of 6-3.

At the Plan Commission Final Hearing, Planning Staff had submitted a recommendation of denial based on the findings of fact and subject to the Monroe County Highway Department & Drainage Engineer reports, specifically finding (b), which states:

*“The extent to which the proposal departs from zoning and subdivision regulations such as density, dimension, bulk, use, required improvements, and construction and design standards.”*

Staff had the following concerns that were documented in the Plan Commission meeting on March 23, 2021:

#### Ordinance Review:

- Section “Development plan submissions shall require staff level approval...” this is not a condition of approval. Development plans are reviewed by Planning Staff if the Plan Commission sends a positive recommendation to the Commissioners and the Commissioners approve it without a condition for PC approval of the Development Plan. Please remove this. (Additionally, this is in the outline plan so be prepared to strike this if the PC does not give a positive recommendation or requires PC approval).
  - This request by staff was fulfilled by the petitioner before the PC meeting on 3/23/2021, but after the packet was published.
- The second condition does not go as far as stating what the R/W dedication for That Road extension should be. Highway has preliminarily suggested 80’ would be adequate. Please amend.
  - This request by staff was fulfilled by the petitioner before the PC meeting on 3/23/2021, but after the packet was published.

#### Outline Plan Review:

- Can you put in the outline plan the number of units permitted in each area rather than total units per acre? It is on the draft illustrative plan but will be needed in the outline plan as well. Right now you are giving yourself about 57 units total (illustrative plan only calls for 37 at most)
  - This request by staff was fulfilled by the petitioner before the PC meeting on 3/23/2021, but after the packet was published.
- Parking for multifamily is stated at 1.0 parking spaces ‘per unit’. It does state a max of 2 bedrooms but it is unclear how many are 2 BR vs 1 BR. Staff recommends following Ch. 806 requirements, which is based on bedroom count. Staff has not received proposed number of bedrooms per unit, but this would provide flexibility for the petitioner if they follow Ch. 806: Multifamily Dwelling, 1 bedroom – 1 space/unit; Multifamily Dwelling, 2 bedroom – 1.6 space/unit;
  - This request by staff was fulfilled by the petitioner before the PC meeting on 3/23/2021, but after the packet was published.
- Area A open space – The ‘nature trail’ is referenced under landscaping and instead should be put under Area A improvements. Since Area A is in Phase I, the trail would need to be constructed and all other improvements (including removing invasive species) would be done at this time.
  - This request by staff was fulfilled by the petitioner before the PC meeting on 3/23/2021, but after the packet was published.
- Phasing – staff would like to see Area C to be in Phase II or clear language stating that Area A and E will need to have active permits and construction in progress before any permits can be pulled for Area C.
  - The petitioner responded by including phasing language to allow for pulling of permits in Area C to occur *at same time* as Areas A and Area E, but not prior. The petitioner stated that having the ability to pull permits for Area A, Area E, and Area C smooths out obtaining financing, as Area C will be a necessary element for revenue generation.
- The two halves of the buildings are not currently accommodated in the outline plan, nor have they been surveyed to know the setbacks. Note, we will require their full removal for compliance unless the outline plan is updated.
  - The petitioner added construction trailer as a permitted use and clarified that the existing buildings can be used as a construction trailer until completion of phase 2.
- No siding materials for Area D building – please add.
  - This request by staff was fulfilled by the petitioner before the PC meeting on 3/23/2021, but after the packet was published.
- As this development is meant to be ‘neighborhood scale’, the Planning office would recommend

striking the following uses: convenience storage, dry cleaning and laundry pickup, medical clinic, and liquor store.

- **This request by staff was fulfilled by the petitioner before the PC meeting on 3/23/2021, but after the packet was published.**
- Petitioner should strike out the prior conditions that are no longer applicable to this outline plan as this is an amendment. The current Joseph Greene outline plan stipulates the following conditions:
  1. Driveway applications and construction plans shall be submitted for approval. NOTE: This includes no backing out onto a public roadway for safety reasons.
  2. **Drainage Board approval may be necessary as the site develops.**
  3. Roger Street (Major Collector) requires a 35 foot Right-of-Way dedication from the center of the road.

This Department has an active federally assisted bridge project adjacent to this parcel. Therefore, additional Rights-of-Way will be necessary to accommodate construction of said project. The owner's engineer has been given these plans to incorporate them into the design of the site plan for this petition. Also, the extension of That Road, east of Rogers Street, requires a 100 foot Right-of-Way dedication in accordance with the Thoroughfare Plan.

1. **Any required IDEM/DNR permit should be secured prior to construction/land disturbance**
2. **Construction and site plans meeting all county zoning ordinance specifications shall be submitted for approval**
3. **The finished floor elevation of any new buildings shall be at or above 660 feet**
4. The current landscaping standards shall apply
5. The dilapidated brick structure on the south end of the site shall be removed within 60 days of the County Commissioners' approval of this ordinance

The following are statements based on the petitioner's statements and taken as conditions or approval or commitments by the Plan Commission:

6. The petitioner's trucks are proposed to be parked next to the rear wall.
7. A total of 14 parking spaces will be provided.
8. An arborvitae screen is proposed along the west side of the truck parking line that extends north of the building.
9. The existing drive in line with That Road and the existing drive location near the north property line would be reused for the proposed site. Trucks and regular vehicles could leave or enter either drive with no back out onto Rogers Street.
10. Rogers is classified as a major collector which should be acceptable for truck traffic. The Better Way trucks will be able to negotiate the turn at That Road and Rogers Street safely since they are only 32 feet in length and the south drive lines up with That Road and will require no turns when the trucks are coming or going on That Road.
11. No temporary storage containers will be used on this site.
12. Trucks will park parallel to the West side of the building and all items will be loaded and unloaded by hand. Trucks will NOT back up perpendicular to the existing doors which would result in blocking of the access drive on the west side of the building and possible congestion on Rogers Street.
13. The access drive would be one way on the west side of the proposed storage building to allow other trucks to safely pass trucks stopped for loading and unloading. The one way direction would be counter clockwise around the west, south, and east sides of the existing building. Both access drives off of South Rogers Street would be two way and would be widened to 30 feet at the narrowest point to facilitate truck turning movements.
14. The existing driveway on the west side of the property and north of the proposed storage building would have two way traffic. This drive has plenty of width and is not located in an area where the trucks are stopped for loading and unloading.
15. We have extended the improved surface area on the south side of the proposed storage building from 40 feet to 55 feet. This would allow a future overhead door on the south side of the building where trucks could back up for loading and unloading and still allow other



trucks to maneuver around the parked truck.

16. The use of permanent crushed stone parking and driveway surfaces is approved. The two access drives to Rogers Street are to be paved with asphalt pavement per County standards between the east edge of pavement on Rogers Street and the 35 foot right-of-way line. This would be more consistent with County standards for commercial drives and would prevent crushed stone from being tracked onto the through lands of South Rogers Street.

- The petitioner informed Planning Staff that all remaining conditions from the existing Joseph Greene PUD will be removed and replaced with the Clear Creek PUD. This was communicated to Planning Staff before the PC meeting on 3/23/2021, but after the packet was published.

#### **PLAN REVIEW COMMITTEE – November 12, 2020**

The Plan Review Committee voted to continue this petition to the December 10, 2020 Plan Review Committee meeting by a vote of 4-0. Committee members stated that the proposal needed a lot of revisions to be considered an appropriate proposal, citing issues with the proposed drive-thru facility, the absence of certain design standards, the inappropriateness of many permitted uses for a neighborhood setting, and concerns for traffic and drainage.

RESPONSE: the petitioner removed six (6) proposed permitted uses, removed the drive-thru facility, and added new design standards requirements in areas where “no requirement” was proposed.

#### **PLAN REVIEW COMMITTEE – December 10, 2020**

The Plan Review Committee voted to forward this petition on to the Plan Commission with “no recommendation”. Plan Review Committee members were again concerned with the number and appropriateness of the 60+ proposed permitted uses. Committee members also expressed continued concern for the overall parking plan as outlined in the proposal and lack of drainage plan detail.

RESPONSE: the petitioner removed eleven (11) more proposed permitted uses that did not fit the character of “neighborhood commercial”, provided an exhibit comparing the proposed uses to LB and GB zones, provided a parking summary of proposed spaces, clarified the landscaping requirements, and provided a more detailed breakdown of infrastructure and access information.

#### **PLAN COMMISSION ADMINISTRATIVE – January 5, 2021**

The Plan Commission members expressed a continued concern with the appropriateness of the many proposed permitted uses as well as the overall fit of this scale of development with the character of the surrounding neighborhood. Plan Commission members also expressed a continued concern for parking allocation, drainage detail, and the height of the development with respect to the structures in the surrounding area. Plan Commission members asked if a neighborhood meeting had been conducted and expressed interest in hearing how the public felt about the petition.

RESPONSE: the petitioner assisted in scheduling a physical site visit for Plan Commission members to walk the property and ask questions on site. The petitioner provided staff an additional exhibit that depicts height comparisons between the proposed development, structures along S Rogers ST, and other buildings in the surrounding area, as well as a preliminary drainage plan. The petitioner also provided staff with a link to their recorded neighborhood zoom meeting that took place on January 7, 2021.

#### **PLAN COMMISSION – January 19, 2021**

The Plan Commission did not vote on this petition, which prompted the standard procedure of continuing to a final hearing on February 16, 2021.

Plan Commission members again expressed concern for parking allocation, specifically if there will be enough for the commercial uses and visitors to the residential uses. Plan Commission members requested that the petitioner obtain a **traffic study** with respect to the adjacent Southern Meadows development, as well as a **drainage study** for the petition site. Plan Commission members also requested that the petitioner check the elevation of the adjacent Southern Meadows development to see how “tall” this proposal will look

in comparison. Finally, Plan Commission members expressed an interest in whether or not the proposed height of the buildings would factor into the affordability of units.

**Public comment:** It should be noted that there were eleven (11) members of the public that attended the meeting to express their support and concerns for the proposal.

RESPONSE: the petitioner communicated the following changes to their PUD outline plan proposal:

1. Added minimum parking requirements for single family residential, multifamily residential, and commercial uses;
2. Reduced the depth of one of the attached single family buildings (Building 3) and added additional visitor parking spaces;
3. Added an exhibit demonstrating the elevation of the Southern Meadows property compared to the top of the proposed Clear Creek Urban building (Building 1);
4. Now depicting the outline plan in terms of areas rather than specific lots or buildings for added flexibility. Including the illustrative site plan for reference purposes only.
5. Restricted the height of commercial buildings in Area B to three (3) stories with a maximum height of 45' instead of 50';
6. Added a maximum building coverage requirement of 25% and increased the required open space requirement to 30%;
7. Added minimum lot areas and widths in line with the MR zoning district for Areas B and D. Area C is now the only area allowing smaller lots for the townhomes;
8. Explored the "HAWK light" suggested at the plan commission meeting for pedestrian crossings. Paul Satterly of the Highway Department communicated he does not like the HAWK for this location and recommends the rapid flashing beacon type signal for the Post Office crossing;
9. Received comments from Terry Quillman, MS4 Coordinator, and are addressing those currently. Expect to be fully coordinated by the final hearing;
10. Added walking path to open space natural area (north end of parcel).

#### **PLAN COMMISSION ADMINISTRATIVE – February 2, 2021**

The Plan Commission members reiterated their preference to see a traffic study submitted to the Planning and Highway Department for review before moving to a vote on the proposal.

#### **PLAN COMMISSION – February 16, 2021**

CANCELLED; Monroe County Government offices were closed this day due to inclement weather, bad road conditions, and low temperatures.

#### **PLAN COMMISSION ADMINISTRATIVE – March 2, 2021**

The Plan Commission reiterated they want to see a traffic study submitted and reviewed by Planning Staff and Highway Staff. Some Plan Commission members expressed a lessening concern for the total number of uses proposed. Concerns for drainage, pedestrian safety, and architectural standards for the proposed development were among other topics covered in the administrative discussion.

RESPONSE:

The petitioner submitted a draft version of the requested traffic study on March 1, 2021. Highway Staff reviewed and provided the traffic study consultant with comments to update the report. A finalized version of the report has yet to be submitted to Planning Staff. The petitioner also completed a draft PUD ordinance at the request of Planning Staff. Below is a summary of updates to the PUD outline plan:

1. Removed the language regarding staff level approval of development plan submissions in the outline plan and draft ordinance
2. Modified the gross density to specify the maximum number of units in each of the 3 areas B, C, and D in the outline plan
3. Updated the parking space requirements to match Planning Staff's recommendations
4. Moved the nature trail requirements under landscaping for Area A
5. Added construction trailer as a permitted use and clarified that the existing buildings can be used as

- a construction trailer until completion of phase 2
- 6. Added siding materials for Area D
- 7. Removed dry cleaning, medical clinic, liquor store, and convenience storage from the list of approved uses
- 8. Removing all conditions from the existing Joseph Greene PUD

#### **PLAN COMMISSION – March 23, 2021**

Plan Commission members reiterated both topics of concern and support for the PUD proposal. Remaining topics of concern included:

- The overall scale/density of the proposed developments in the area (i.e. Clear Creek Urban PUD, Southern Meadows PUD, and The Trails PUD),
- The height of the proposed structures with respect to surrounding neighborhood, and
- The notion that mixed-use residential has been overindulged in the County and City.

Remaining topics of support included:

- How well this proposal fits with the Comprehensive Plan and the MCUA Mixed Residential designation and
- How the site as it currently exists is in serious need of redevelopment.

Additional public comment was heard during this final hearing. Members of public shared their thoughts both in support and in opposition to the proposal. Comments in support highlighted the need for this type of workforce housing and commercial activity for the Clear Creek area, while comments in opposition were concerned for damage made to the roadway during the construction phase by heavy equipment.

#### **SUMMARY**

The petition site is comprised of a 4.12 +/- acre property located in Section 20 of Perry Township at 4831 & 4833 S Rogers ST. Currently the petition site is made up of 3 parcels; two of the three parcels are to be transferred in accordance with an administrative plat that is on hold in the Planning Office for an issue with Right-of-way dedication. As part of this PUD petition, the petitioners are requesting to amend the required right-of-way dedication for That Road in order to subsequently record the administrative plat and make the property all one legal lot of record.

The petitioner is requesting to amend the zoning map from Estate Residential 1 (RE1), Single Dwelling Residential 3.5 (RS3.5/PRO6), Medium Density Residential (MR), and Planned Unit Development (PUD) to a new Planned Unit Development called “Clear Creek Urban”. The PUD outline is proposing a mixed use development that would include attached townhomes, multi-family residences, and commercial space. The petitioner states in their written statement (Exhibit 1) that the development is designed to provide additional housing options for working individuals and families within the county and act as a “neighborhood center” for the Clear Creek Community. The development would include multiple road connections and alternative transportation connections. The petitioner states that the development will be built in three phases over three years. Approval of this outline plan amendment will amend the zoning map and allow for multi-family and mixed use commercial development. In addition, the petitioners have submitted for your reference a future major subdivision. If this petition for a Planned Unit Development Outline Plan Amendment is approved, they would concurrently file for a development plan and a major subdivision.

**Please note:** the petitioners are requesting that Development Plan submissions require only staff level approval rather than the standard requirement of Plan Commission Review.

#### **BACKGROUND**

The petitioner has worked collaboratively to provide an easement through their property to the project adjoining to the east, Southern Meadows. In return for the easement, the owners of the Southern Meadows project committed to transferring two parcels that are part of the PUD petition.

The petition site is no longer under enforcement by the Building Department per a letter submitted to the Planning Department dated January 11, 2021. See below:



**Monroe County Building Department**

501 North Morton - Suite 220 B  
Bloomington, IN 47404  
(812) 349-2580 Fax (812) 349-2967

January 11, 2021

To Whom It Concerns:

re: Structure located at 4831 South Rogers Street

Information was requested regarding the status of demolition permit activity / violations for the property identified above.

The Monroe County/ City of Bloomington Building Department reviewed records for the property and determined that there has been a permit issued for this location (#2020-0395) for partial demolition. There was also a complaint received regarding unsafe existing electrical service/wiring serving the structure.

This demolition work was commenced and completed, and following a notification by the Building Department, the electrical concerns were addressed.

Currently records indicate *there are no outstanding violations recorded for applicable building and fire codes.*

Should you require further information, please feel free to contact myself, or this office.

Respectfully,

Jim Gerstbauer, CBO  
Monroe County / City of Bloomington  
Building Commissioner

Part of the property included in the PUD has a current list of permitted uses for the 1.5 acre site. Fewer than half of the uses below are being requested to be retained in the new PUD amendment.

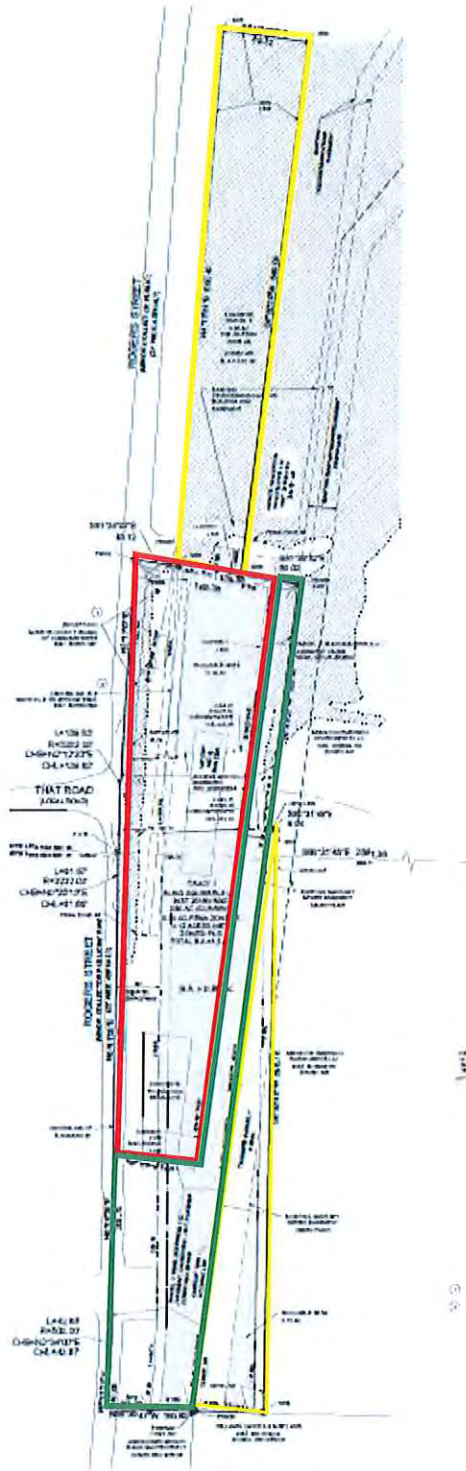
**TABLE 1: Current Approve Uses**

Approved Uses
Appliance Repair
Electrical Repair
Industrial Equipment Repair
Locksmith
Office Equipment Repair
Photographic Services
Small Engine and Motor Repair
Accessory Office
Warehousing and Distribution
Welding
Plastic Products Assembly
Optical Instruments and Lenses
Electrical Devices
Engineering and Scientific
Glass and Glassware
Office and Computer Equipment
Transfer or Storage Terminal

**The area requesting a rezone can be split into 3 categories, as shown below:**

- **Yellow** = transfer areas from the Southern Meadows petition, yet to be recorded and added to the petition site.
- **Red** = portion of the site currently zoned PUD (i.e. Joseph Greene PUD); the permitted uses within this existing PUD will be altered.
- **Green** = the portion of the property recently added by way of quiet title action from an abandoned railroad corridor.

MONROE COUNTY, INDIANA

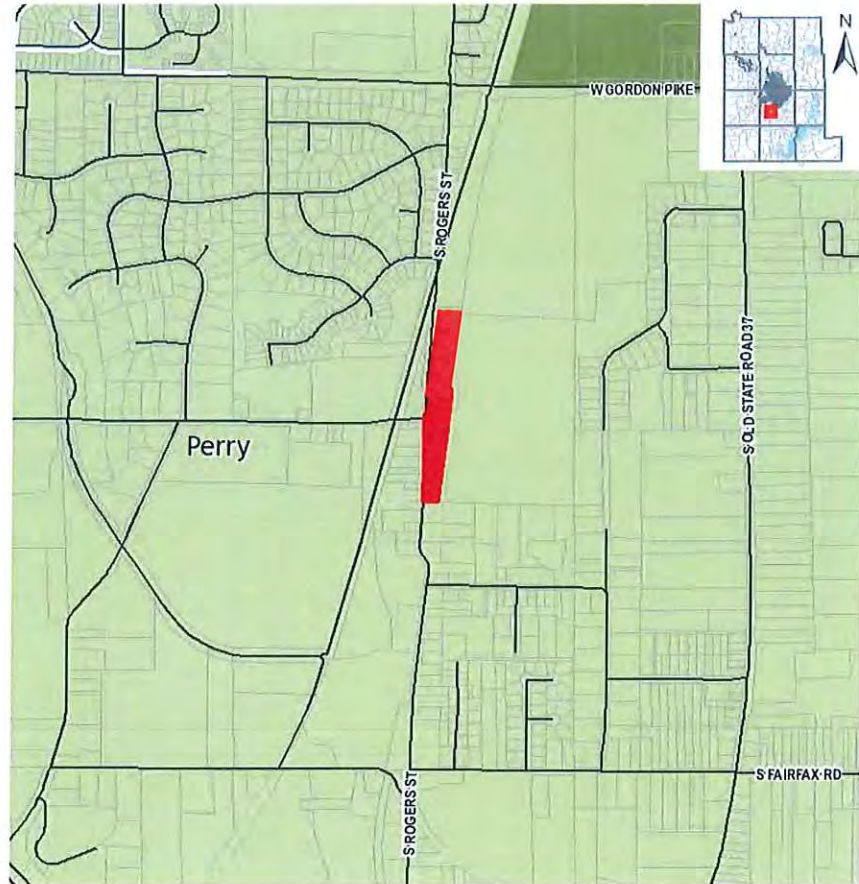


### LOCATION MAP

The petition site is located in Perry Township, Section 20, addressed as 4831 & 4833 S Rogers ST (parcel number: 53-08-20-400-085.000-008). The petition site includes three parcels.

#### Location Map

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



0 0.075 0.15 0.3 Miles

Monroe County  
Planning Department  
Source: Monroe County GIS  
Date: 11/4/2020

## **ADJACENT USES / ZONING**

The petition site includes areas zoned Estate Residential 1 (RE1), Single Dwelling Residential 3.5 (RS3.5/PRO6), Medium Density Residential, and Planned Unit Development (PUD). The petition site is currently used for light industrial service industries as provided for by the current PUD zoning.

The majority of the site is zoned PUD – Joseph Greene with a large portion to the north zoned MR and only small portions to the east and south that are zoned RE1 and RS3.5/PRO6. Chapter 802 defines MR as:

**Medium Density Residential (MR) District.** This district is defined as that which is primarily intended for residential development in areas in urban service areas, where public sewer service is available. Its purposes are: to encourage the development of moderately-sized residential lots in areas where public services exist to service them efficiently; to discourage the development of nonresidential uses; to protect the environmentally sensitive areas, including floodplain, watersheds, karst and steep slopes; and to maintain the character of the surrounding neighborhood. Therefore, the number of number of uses permitted in the MR District is limited. Some uses are conditionally permitted. The conditions placed on these uses are to insure their compatibility with the residential uses. The development of new residential activities proximate to known mineral resource deposits or extraction operations may be buffered by distance.

Chapter 833 defines the remaining zoning districts as:

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

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

**Single Dwelling Residential 3.5 (RS3.5/PRO6) District.** The intent of this district is to serve the traditional single family dwelling needs of the City. This district is one of three Single Dwelling Residential districts that differ based on density. These three Single Dwelling Residential districts provide a flexible density structure whereby developments of varying densities are permitted subject to appropriate review. The intent of these districts is specifically to:

- A. Provide for the development of single family neighborhoods.
- B. Assure the protection of existing residential environments.
- C. Promote compatibility with the existing pattern of development.



## Current Zoning Map



Adjacent property zoning and uses are:

- **North:** Estate Residential (RE1), **Use(s):** Privately owned – vacant.
- **Northeast:** Estate Residential (RE1) & Planned Unit Development (PUD), **Use(s):** Southcrest Mobile Home Park.
- **East:** Medium Density Residential (MR), **Use(s):** Southern Meadows Subdivision (SFR). The average lot size is 0.22 acres.
- **South:** Single Dwelling Residential 3.5 (RS3.5/PRO6), **Use(s):** Privately owned – SFR
- **Southeast:** Single Dwelling Residential 3.5 (RS3.5/PRO6), **Use(s):** Privately owned – SFRs and Clear Creek Elementary School.
- **West:** Estate Residential (RE1), **Use(s):** Privately owned – SFRs.
- **Northwest:** Planned Unit Development (PUD) **Use(s):** Clear Creek Estates Subdivision (SFR).

**USE COMPARISON**

The petitioners state (EXHIBIT 2) that the proposed use for the development are:

*Five buildings in total are proposed. Building 1 (north of the W That Rd extension) will contain street level commercial spaces that are convertible to residential. In addition to the commercial spaces, garages are provided on the first floor with apartments on the second, third, and penthouse floors. Apartments are not readily available in the area, and these additional units will add to the affordability of the housing stock in Clear Creek.*

*To the south of the W That Rd extension, a series of townhomes will be housed in three buildings (Buildings 2-4) whose architecture will evoke the famous saw tooth structure of the historic Showers Furniture factory that now houses City and County government offices. The hope is that this architectural style will become an immediate landmark for the area, adding to the character and culture of the Clear Creek community. The final building to the south (Building 5) will contain commercial space on the lower level and an apartment on the upper level. To the south of this final building, a parking lot will provide parking for the US Post Office across the street. A new marked crosswalk across S Rogers St will greatly improve road safety for both cars and pedestrians. The new saw tooth structures will have prime display along South Rogers Street.*

There are no proposed permitted land uses for Area A or Area E. Area B will be limited to a total of five (5) commercial uses at a given time, and Area D will be limited to a total of one (1) commercial use at a given time. Area C will only have “Home Occupation” and “Single Family Dwelling” as the permitted uses.

**TABLE 2: Proposed Use Comparison**

	<b>RE1</b>	<b>RS3.5</b>	<b>MR</b>	<b>Existing PUD</b>	<b>Proposed PUD</b>
Apparel Shop					P
Artisan Crafts					P
Bakery (retail)					P
Barber Service					P
Beauty Service					P
Bookstore					P
Caterer					P
Confectionary					P
Convenience Store					P
Copy Service					P
Drug Store					P
Electrical Repair				P	P
Employment Agency					P
Financial Service					P
Florist Retail					P
Fruit Market					P
Gift Shop					P
Handicrafts					P
Hardware					P
Home Occupation	C	C	P		P
Jewelry					P
Massage Studio					P
Meat Market					P
Multifamily Dwelling					P
Office				P	P
Pet Services					P
Physical Therapy Facility					P

Real Estate Agency					P
Real Estate Sales Office			P		P
Restaurant					P
Single Family Dwelling	P	P	P		P
Sporting Goods					P
Tavern					P
Temporary/Seasonal Activity					P
Upholstery Service					P
Used Merchandise (General)					P
Veterinary Service (Indoor)					P
Wired Communications Services	C	C	C		P
Alternative Transportation Sales*					P
Package Delivery/Mail Service*					P
Service Chiropractor*					P
Service Tutoring*					P
Shared Economy Service*					P
Shared Parking*					P

\*Land use classifications that do not specifically exist in Ch. 802 or Ch. 833. Definitions can be found below.

*“Alternative Transportation Sales”* – Personal Electric Transportation (PET) sales such as electric bikes, skateboards, scooters, one wheels, etc.

*“Package Delivery/Mail Service”* – Post office, package handling services, shipping services, package/delivery pickup services.

*“Service Chiropractor”* – Chiropractic care office and personnel.

*“Service Tutoring”* – Individual or up to 6 person group tutoring services.

*“Shared Economy Service”* – Membership-based organization for the shared use of tools, equipment, materials, etc.

*“Shared Parking”* – Parking which is to be shared among two or more businesses or land use activities (not subject to any additional requirements such as those given in the current Monroe County Zoning Ordinance Chapter 806).

## **DESIGN STANDARDS COMPARISON**

Staff reviewed both existing design standards associated with the petition site and the proposed design standards. The petition site will be subdivided, therefore Lot Area Requirements will be applicable. Note that this is a way to compare to other surrounding density, but does not mean that the development will utilize the entire acreage of each area since there is a requirement that 30% of the acreage be set aside as open space as noted below.

### **ENTIRE PUD – Height, Bulk, Area, and Density**

- All apartments and townhomes shall be 2 bedroom maximum
- Maximum Building Coverage: 20% of the total PUD site area.
- Decorative Veneer Walls/"False" Walls that connect individual buildings, for decorative purposes with a height of up to the maximum permissible building height, porches (covered and uncovered), awnings, canopies, and steps may be placed within the building setbacks.
- Minimum Open Space Area: 30% of the total PUD site area  
*Staff Note: 30% or 42,209 sq. ft. Area A and Area E surpass the minimum open space requirement so no additional open space is required in Areas B, C, and D.*
- Slopes 15% or greater that were created by human activity shall be included in the Buildable Area
- Public Right of Way:
  - S Rogers ST shall require a 45' wide dedicated ½ right of way
  - W That RD shall require an 80' wide dedicated right of way

### **AREA A (0.86 Acres)**

- Designated open space
- Entire area is designated DNR floodplain: AE & Floodway
- No uses permitted

### **AREA B (0.60 Acres)**

- Maximum Gross Density: 20 units total in this Area
- Minimum Lot Area 0.21 acres (9,147.6 sf)
- Minimum Lot Width at Building Line: 60 feet
- Minimum Front Yard Building Setback (Fronting S Rogers St): 45 feet from the centerline of the roadway (0 feet from property line)
- Minimum Front Yard Building Setback (Fronting W That Rd): 50 feet from the centerline of the roadway
- Minimum Side Yard Building Setback: 10 feet
- Minimum Rear Yard Building Setback: 4 feet
- Maximum Building Height: 3 stories not to exceed 45 feet
- Area B is limited to 5 commercial uses at any given time
- Siding materials facing W That RD or S Rogers ST shall be brick or stone

### **AREA C (0.95 Acres)**

- Maximum Gross Density: 15 units total in this Area
- Minimum Lot Area: 0.03 acres (1,306.8 sf)
- Minimum Lot Width at Building Line: 20 feet
- Minimum Front Yard Building Setback (Fronting S Rogers St): 55 feet from the centerline of the roadway (10' from property line)
- Minimum Front Yard Building Setback (Fronting W That Rd): 50 feet from the centerline of the roadway
- Minimum Side Yard Building Setback: 0 feet
- Minimum Rear Yard Building Setback: 0 feet
- Maximum Building Height: 2 stories (not to exceed 34 feet)
- Siding materials facing W That RD or S Rogers ST shall be brick or stone

**AREA D (0.41 Acres)**

- Maximum Gross Density: 1 unit total in this Area
- Minimum Lot Area: 0.21 acres (9,147.6 sf)
- Minimum Lot Width at Building Line: 60 feet
- Minimum Front Yard Building Setback (Fronting S Rogers St): 55 feet from the centerline of the roadway
- Minimum Side Yard Building Setback: 10 feet
- Minimum Rear Yard Building Setback: 10 feet
- Maximum Building Height: 2 stories (not to exceed 34 feet)
- Area D is limited to a total of 1 commercial use at any given time
- Siding materials facing S Rogers ST shall be brick, stone, Masonite, and/or wood.

**AREA E (0.20 Acres)**

- Designated open space
- No uses permitted

**TABLE 3: Proposed Design Standards Comparison**

	<b>Ch. 833 RE1</b>	<b>Ch. 833 RS3.5</b>	<b>Ch. 804 MR</b>	<b>AREA B</b>	<b>AREA C</b>	<b>AREA D</b>
<b>Lot Area Requirements</b>						
Gross Density	N/A	N/A	4.80/ac	20 units	15 units	14/ac
Min. Lot Area (acres)	1.0	0.22	0.21	0.21	0.03	
First Dwelling Unit	43,560	9,600	N/A	N/A	N/A	N/A
Min. Lot Width (feet)	100	70	60	60	20	60
Max. Height (feet)	45	40	35	45	34	34
<b>Yard and Open Space Requirements (feet)</b>						
Min. Side Yard (Structures)	20	8	5	10	0	10
Min. Rear Yard (Structures)	50	25	10	4	0	10
Add. Side Yard for each add. story	4	4	N/A	N/A	N/A	N/A
Min. Open Space (percent)	80	65	40	30 (entire PUD)	30 (entire PUD)	30 (entire PUD)
<b>Setbacks from Centerline (feet)</b>						
Minor Collector (S Rogers ST)	55	55	35	45	55	55
Local Road (W That RD)	25	25	25	50	50	N/A

**LANDSCAPING**

The petitioner lists the following regarding proposed landscaping requirements:

- No landscape buffer yards are required between mixed-use lots and residential lots within this PUD.
- Street trees are permitted within the public right-of-way between the sidewalk/multi-use path and curb only when the front building setback is 0 feet.
- Open space shall be cleared of invasive species ground cover at the time of construction
- A nature path with a minimum of 2 benches and one picnic table shall be established at the time of construction in Area A

These proposed landscaping requirements do not meet all of the requirements as listed in Chapter 830.

- Ch. 830 does not provide permission to place street trees within public right-of-way; only adjacent to or alongside of dedicated right-of-way.

## **PARKING**

The petitioner lists the following with respect to parking standards of the proposed PUD:

### **Off-Street Parking and Loading:**

- Minimum Rear Parking Setback: 0 feet
- Location of Off-Street Parking: Off-Street Parking spaces for residential and commercial uses within this PUD are not required to be located on the same lot of record
- Use of Off-Street Parking: Off-Street Parking spaces are permitted to be used for any purpose including but not limited to: residential and commercial uses within this PUD, shared parking, parking for nearby commercial/residential uses (not part of this PUD), and guest parking for residential uses.
- Minimum Off-Street Parking Requirement:
  - Single Family Residential Uses: 1.6 spaces per unit
  - Multifamily Dwelling, 1 bedroom: 1 spaces per unit
  - Multifamily Dwelling, 2 bedroom: 1.6 spaces per unit
  - Commercial Uses: 4 space/1000 GFA
- Shared Parking: Parking which is to be shared among two or more businesses or land use activities is permitted (not subject to any additional requirements such as those given in the current Monroe County Zoning Ordinance Chapter 806)

### **Parking Summary:**

- Area B - Building 1 = 15 parking spaces + 10 residential garages
- Area C - Buildings 2-4 = 23 parking spaces + 15 residential garages
- Area D - Building 5 = 25 parking spaces
- Total = 88 parking spaces

These proposed parking requirements do not meet all of the requirements as listed in Chapter 806.

- Ch. 806-4(A)(4), “off-street parking areas, except those servicing single-family detached dwelling units, shall be set back from all public rights-of-way lines a minimum of ten (10) feet.”
- Ch. 806-4(A)(1), “off-street parking spaces for all residential uses shall be located on the same lot as the residential structure or on a lot adjacent to the lot on which the residential structure is located.”
- Ch. 806-6(A), “no more than fifty (50) percent of the parking spaces required for a building or use may be supplied by parking facilities required for any other building or use.”
- Ch. 806-6(B), “total parking shall be sufficient to meet the requirements of the greatest combined peak parking demands. Evidence in the form of parking generation studies or calculations shall be provided upon request of the Administrator.”
- Minimum off-street parking requirements are determined by the classification of land use for each respective lot by referencing Table 6-1.
- **STAFF NOTE:**
  - 36 units (maximum 2-bedroom)
    - Approx. 25 garages for residential purposes under proposed PUD
    - If all units were 2 bedrooms, 57.6 residential parking spaces would be required per Ch. 806.
  - Up to 6 commercial spaces totaling approx. 10,915 sf (this does not exclude the parking garage area).
    - 63 shared parking spaces usable for commercial purposes under proposed PUD
    - If beauty service was located in all commercial spaces, at least 100 parking spaces would be required per Ch. 806).

**TABLE 4: Proposed Parking Standards Comparison**

	<b>Ch. 806</b>	<b>Proposed PUD</b>
<b>Off-Street Parking Requirements</b>		
Single Family Dwelling	2 spaces/unit	1 space/unit
Multifamily Dwelling, 1 bedroom	1 space/unit	1 spaces/unit
Multifamily Dwelling, 2 bedroom	1.6 spaces/unit	1 spaces/unit
Apparel Shop	3/1000 GFA	4/1000 GFA (all commercial uses)
Bakery (Retail)	5/1000 GFA	“
Barber Service	10/1000 GFA + 1/employee	“
Beauty Service	10/1000 GFA + 1/employee	“
Bookstore	3/1000 GFA	“
Confectionary	2/1000 GFA	“
Convenience Store	3/1000 GFA + 1/employee on largest shift	“
Copy Service	4/1000 GFA	“
Drug Store	2.5/1000 GFA	“
Electrical Repair	2/1000 GFA + 1/employee	“
Employment Agency	4/1000 GFA	“
Financial Service	5/1000 GFA + 4 stacking spaces/drive-in lane	“
Florist (Retail)	5/1000 GFA	“
Fruit Market	4/stand	“
Gift Shop	3/1000 GFA	“
Handicrafts	2/1000 GFA	“
Hardware	2/1000 GFA	“
Jewelry	3/1000 GFA	“
Meat Market	5/1000 GFA	“
Office	1.3/1000 GFA	“
Pet Services	3/1000 GFA	“
Real Estate Agency	3.3/1000 GFA	“
Restaurant	1/3 seats + 1/2 employees on largest shift	“
Shoe Repair	2/1000 GFA + 1/employee	“
Sporting Goods	3/1000 GFA	“
Tavern	1/4 seats	“
Travel Agency	4/1000 GFA	“
Upholstery Service	3.3/1000 GFA	“
Used Merchandise (General)	2/1000 GFA	“

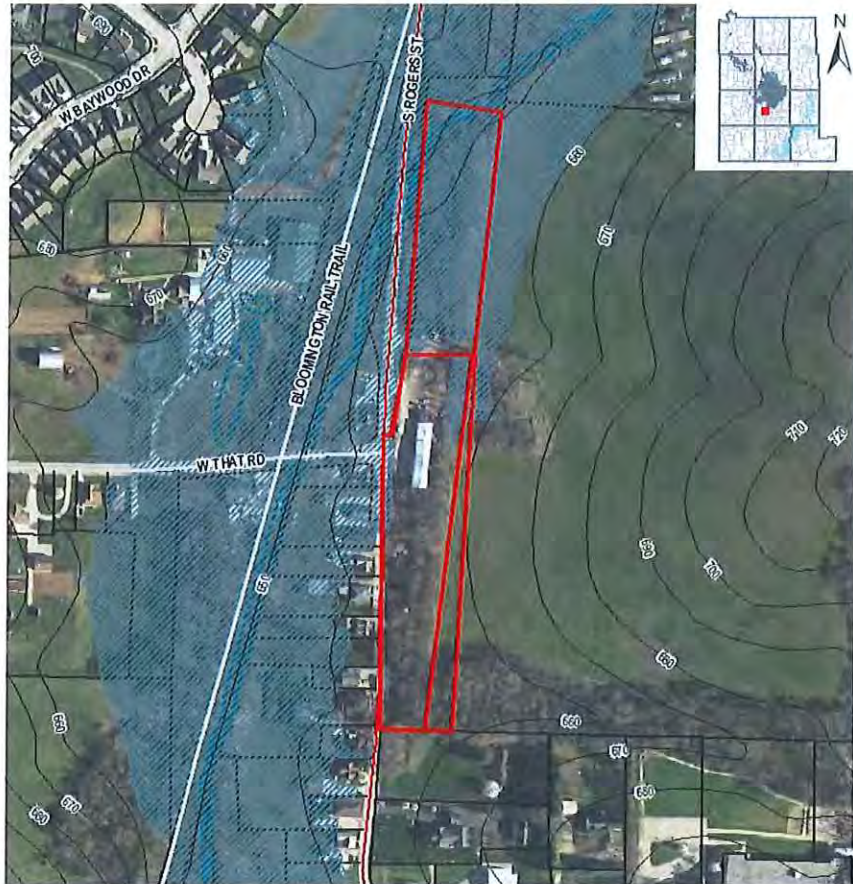
Veterinary Service (Indoor)	2/1000 GFA + 1/employee	“
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**SITE CONDITIONS**

The parcel currently contains two remainders of an original 4,460 sf commercial structure. Staff does not know the current square footage of the structure as it is under enforcement and should be removed per the demolition permit issued in May. The northern portion of the petition site (proposed Area A) is located entirely in the floodplain will affect the proposed site design with respect to minimum ‘usable’ open space and common area requirements. The petitioners propose stormwater management to be managed underground in proposed Area B and in proposed Area E on the south end of the site. No other bioretention areas are proposed at this time; however, the petitioners attest they will work closely with the County MS4 Coordinator to provide a more detailed drainage analysis.

**Site Conditions Map**

- Minor Collector [90']
- ▭ Petitioner
- 10-Foot Contours
- Local Roads [50']
- ▨ FEMA Floodplain
- Hydrologic Features
- ▭ Parcels



0 0.01 0.02 0.04 0.06 0.08 Miles  
 Monroe County  
 Planning Department  
 Source: Monroe County GIS  
 Date: 12/2/2020



## **INFRASTRUCTURE AND ACCESS**

The petitioner lists the following with respect to proposed and existing infrastructure/facilities available on the petition site:

- **Roads:** The project will be served by S Rogers St (existing minor collector) and W That Rd (local) that will be extended across the project site as part of the Southern Meadows subdivision
- **Sidewalks:** Sidewalks will be constructed along W That Rd as part of the Southern Meadows subdivision. The multi-use path along S Rogers St will be constructed as part of the Southern Meadows subdivision and extended as part of this PUD. An existing multi-use path that will be stubbed along the east property line as part of the Southern Meadows subdivision will be brought across this PUD within an access easement to provide public access to the S Rogers St corridor
- **Sanitary Sewers:** As part of the Southern Meadows project, a new sanitary sewer is being constructed along S Rogers St that provides sanitary sewer service to this PUD as well as the existing neighbors along the west side of S Rogers St
- **Stormwater Management:** Stormwater will be managed underground on the north parcel (Area B) and in Area E on the south end of the site in accordance with all Monroe County Drainage Ordinance requirements
- **Water Supply System:** An existing 6" city of Bloomington water main will serve this development along with a new 8" city of Bloomington water main that will run along the W That Rd extension
- **Street Lighting:** No new street lighting is proposed
- **Public Utilities:** Gas, electric, and communications are all available on site

This site has two frontages: S Rogers ST, (minor collector) and W That RD (local) according to the Monroe County Thoroughfare Plan. A two-way private driveway from S Rogers ST is proposed on the southern end of the petition site (Area D) to provide access to a parking lot that will partially service the US Post Office across S Rogers ST along with the needs of proposed Building 5. This two-way private drive continues along the eastern side of the petition site providing access to townhome garages until it intersects with the W That RD extension. A two-way private driveway from W That RD is proposed to continue north to provide access and parking for proposed Building 1 (Area B). The petitioners are also proposing the petition site offer a multi-use path connection to the proposed multi-use trail in the Southern Meadows Subdivision development. This multi-use path will run north-south along the western side of the petition site providing sidewalk-type access to the petition site and other pedestrian needs. Finally, the petitioner has agreed to establish a walking along with a minimum of two (2) benches and a picnic table in proposed Area A in order to provide for a more 'usable' open space.

## Monroe County Stormwater Comments:

By Terry Quillman (TQ), 26Oct2020 - Second review 27Jan2021 - Reviewed 5Feb2021

No.	Document/ Drawing Referenced By	Reviewed By	Comment	Disposition	Comment Response	Verification
			<b>Document Reviewed:</b>			
			TQ, 5Feb2021			
			<b>Outline Plan review</b>			
1	Plans generally	TQ	Show Floodplain	<b>A</b>	Shown.	TQ
2	Plans generally	TQ	Determine presence of jurisdictional waters and note on plan?	<b>A</b>	"Waters of the US" does not include ephemeral streams and is not regulated by IDEM, USACE, or IDNR. The county protects blue line streams as shown on the 7 1/2 minute USGS quad map none of which are present on this site. There are probably protected wetlands on the north part of the site within the floodway that are regulated under the 401 water quality certification but we are not disturbing that area at all.	
3	Plans generally	TQ	Specifically does filling the existing ditch with the south detention require IDEM permit.	<b>A</b>	No.	
3a	Plans generally	TQ	<a href="#">Provide verification from IDEM.</a>			
4	Plans generally	TQ	Have you made a rough calculation to determine the south basin will provide enough storage?	<b>A</b>	Yes, my current calculations show that there is enough room for over 4 times the amount of storage that's required for the release rates currently required by the Drainage Board for critical watersheds.	TQ
5	Plans generally	TQ	Plot a section through Building 1 and the UG detention. Is the detention above the FP? Have you made rough calcs to verify capacity?	<b>A</b>	I am now showing the section on the drainage concept plan. Yes, the area shown here according to my current calculations can handle about 3 times the storage that is required.	TQ
6	Plans generally	TQ	Add building grades and a few floodplain elevations through the project to demonstrate 2' of freeboard is provided.	<b>A</b>	Added.	TQ
7	Plans generally	TQ	The site is in the Clear Creek Critical Watershed - allowable discharge rates should meet the approved rates.	<b>A</b>	These are the rates I used in my preliminary calculations.	TQ
8	Plans generally	TQ	The storm outfall from Str 901 to the creek is not an acceptable outlet. Can the storm sewer outlet north to the creek?	<b>A</b>	Yes. This work will have to be included in our construction in a floodway permit which shouldn't be a huge deal since it's all out. I've added a detail to the preliminary drainage plan. We will have to dig the ditch through the big pile of fill they left next to the bridge when they built it.	TQ
9	Plans generally	TQ	The site design will have to meet stormwater quality requirements. What are you planning for BMPs?	<b>A</b>	Plan is currently to have pervious pavers for all of the parking spaces and amended soils as usual for the above ground detention basin. We can also look into a mechanical bmp for the north building if	TQ
Dispositions: A = Have Incorporated/Will Incorporate; B = Have Clarified/Will Clarify; C = Delete Comment; D = Will Incorporate in Next Submittal						
Reviewer Signature:		Terry Quillman		Date:	5-Feb-21	
Comment Response By:		Kendall Knoke		Date:	February 2, 2021	

**SITE PICTURES**

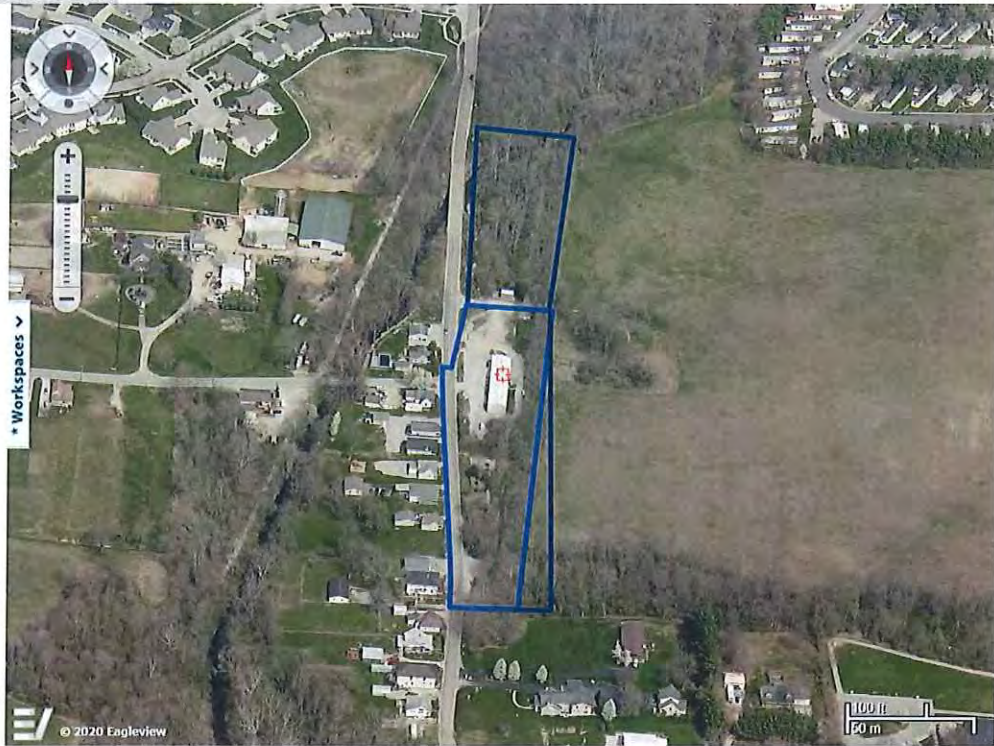


Photo 1. Facing north; aerial pictometry April 2020



Photo 2. Facing south; aerial pictometry April 2020



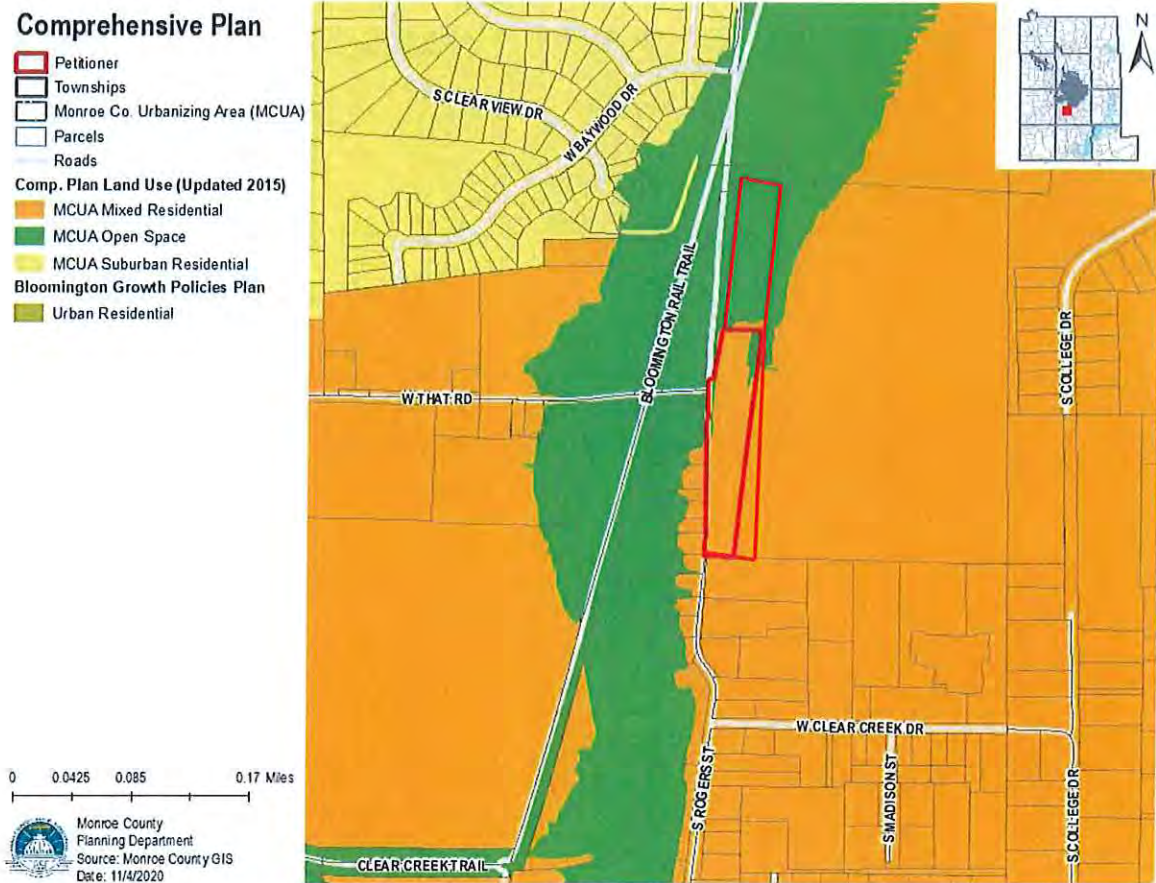
Photo 3. View of the building that was altered without permits August 2020. Photo by the Building Department.



Photo 4. View of the buildings with the area in between no longer present August 2020. Photo by the Building Department.

## COMPREHENSIVE PLAN DISCUSSION

The petition site is located in the **Mixed Residential** district and the **Open Space** district on the Monroe County Urbanizing Area Plan portion of the Monroe County Comprehensive Plan. The immediate surroundings are also Mixed Residential and Open Space.



The proposed use of mixed use multi-family and commercial is not entirely consistent with the MCUA mixed residential district. Nearly the entire buildable portion of the petition site is zoned as MCUA Mixed Residential which specifically supports new housing types adjacent to other mixed-use or commercial areas. Listed below are the design standards for the MCUA Mixed Residential district. Points that align with the proposed PUD outline plan are highlighted in **green**. Points that differ from the MCUA districts are highlighted in **grey**.

### **Monroe County Urbanizing Area: Mixed Residential**

*Mixed residential neighborhoods accommodate a wide array of both single-family and attached housing types, integrated into a cohesive neighborhood. They may also include neighborhood commercial uses as a local amenity.*

These neighborhoods are intended to serve growing market demand for new housing choices among the full spectrum of demographic groups. Residential buildings should be compatible in height and overall scale, but with varied architectural character. These neighborhoods are often located immediately adjacent to mixed-Use districts, providing a residential base to support nearby commercial activity within a walkable or transit-accessible distance.

### **A Transportation**

- Streets

Streets in mixed residential neighborhoods should be designed at a pedestrian scale. Like mixed-Use districts, the street system should be interconnected to form a block pattern, although it is not necessary to be an exact grid. An emphasis on **multiple interconnected streets** which also includes alley access for services and parking, will minimize the need for collector streets, which are common in more conventional Suburban residential neighborhoods. Cul-de-sacs and dead-ends are not appropriate for this development type. Unlike typical Suburban residential subdivisions, mixed residential development is intended to be **designed as walkable neighborhoods**. Most residents will likely own cars, but neighborhood design should de-emphasize the automobile.

- *Bike, pedestrian, and Transit modes*

Streets should have **sidewalks on both sides**, with tree lawns of sufficient width to support large shade trees. Arterial streets leading to or through these neighborhoods may be lined with **multi-use paths**. **Neighborhood streets should be designed in a manner that allows for safe and comfortable bicycle travel without the need for separate on-street bicycle facilities such as bike lanes**. As with mixed-Use districts, primary streets in mixed residential neighborhoods should be designed to accommodate transit.

## B Utilities

- *Sewer and water*

The majority of mixed residential areas designated in the land Use Plan are located within **existing sewer service areas**. Preliminary analysis indicates that most of these areas have sufficient capacity for additional development. Detailed capacity analyses will be necessary with individual development proposals to ensure existing infrastructure can accommodate new residential units and that agreements for extension for residential growth are in place.

- *Power*

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

- *Communications*

Communications needs will vary within mixed residential neighborhoods, but upgrades to infrastructure should be considered for future development sites. Creating a standard for development of communications corridors should be considered to maintain uniform and adequate capacity.

## C Open space

- *Park Types*

**Pocket parks, greens, squares, commons, neighborhood parks and greenways are all appropriate for mixed residential neighborhoods**. Parks should be provided within a walkable distance (one-eighth to one-quarter mile) of all residential units, and should serve as an **organizing element** around which the neighborhood is designed.

- *Urban Agriculture*

Community gardens should be encouraged within mixed residential neighborhoods. These may be designed as significant focal points and gathering spaces within larger neighborhood parks, or as dedicated plots of land solely used for community food production.

## D Public Realm Enhancements

- *Lighting*

Lighting needs will vary by street type and width but safety, visibility and security are important. Lighting for neighborhood streets should be of a pedestrian scale (16 to 18 feet in height).

- *Street/Site furnishings*

**Public benches and seating areas are most appropriately located within neighborhood parks and open spaces**, but may be also be located along sidewalks. Bicycle parking racks may be provided within the tree lawn/ landscape zone at periodic intervals.

## E Development Guidelines

- *Open Space*

**Approximately 200 square feet of publicly accessible open space per dwelling unit**. Emphasis

should be placed on creating well-designed and appropriately proportioned open spaces that encourage regular use and activity by area residents.

- *Parking Ratios*

Single-family lots will typically provide 1 to 2 spaces in a garage and/or driveway. Parking for multi-family buildings should be provided generally at 1 to 1.75 spaces per unit, depending on unit type/number of beds. On-street parking should be permitted to contribute to required parking minimums as a means to reduce surface parking and calm traffic on residential streets.

- *Site design*

Front setbacks should range from 10 to 20 feet, with porches, lawns or landscape gardens between the sidewalk and building face. Buildings should frame the street, with modest side setbacks (5 to 8 feet), creating a relatively continuous building edge. Garages and parking areas should be located to the rear of buildings, accessed from a rear lane or alley. If garages are front-loaded, they should be set back from the building face. Neighborhoods should be designed with compatible mixtures of buildings and unit types, rather than individual subareas catering to individual market segments.

- *Building form*

Neighborhoods should be designed with architectural diversity in terms of building scale, form, and style. Particular architectural themes or vernaculars may be appropriate, but themes should not be overly emphasized to the point of creating monotonous or contrived streetscapes. Well-designed neighborhoods should feel as though they have evolved organically over time.

- *Materials*

High quality materials, such as brick, stone, wood, and cementitious fiber should be encouraged. Vinyl and exterior insulated finishing Systems (EIFS) may be appropriate as secondary materials, particularly to maintain affordability, but special attention should be paid to material specifications and installation methods to ensure durability and aesthetic quality.

- *Private Signs*

Mixed residential neighborhoods should not feel like a typical tract subdivision. It may be appropriate for neighborhoods to include gateway features and signs, but these should be used sparingly and in strategic locations, rather than for individually platted subareas.

## **PUD REVIEW CONSIDERATIONS**

Section 811-6 (A) of the Monroe County Zoning Ordinance states: “The Plan Commission shall consider as many of the following as may be relevant to the specific proposal:

- (a) *The extent to which the Planned Unit Development meets the purposes of the Zoning Ordinance, the Comprehensive Plan, and any other adopted planning objectives of the County.*

### **Findings:**

- The Comprehensive Plan designates the property as MCUA Mixed-Residential and MCUA Open Space;
- The property is currently zoned RE1, RS3.5/PRO6, MR, and PUD;
- The petition site contains an existing PUD permitting light industrial type uses, and contains a 4,460 sf commercial structure;
- The primary current permitted uses of the site are a blend of permitted uses from the existing Joseph Greene PUD, RE1, RS3.5 and MR zoning districts;
- Adjacent properties are zoned Estate Residential 1 (RE1), Single Dwelling Residential 3.5 (RS3.5/PRO6), and Medium Density Residential (MR);
- The petitioner is proposing open space to be provided by proposed Area A and Area E; however, a majority of this area is floodplain. Chapter 811 states: “Permanent open space shall be defined as parks, playgrounds, landscaped green space, and natural areas, not including schools, community centers or other similar areas in public ownership.”
- The current proposal does provide 30% of useable open space as defined by Ch. 811;

- (b) *The extent to which the proposal departs from zoning and subdivision regulations such as density, dimension, bulk, use, required improvements, and construction and design standards.*

### **Findings:**

- See Findings (a);
- Multi-family and/or mixed-use is not currently permitted within the RE1, RS3.5/PRO6, MR, or existing PUD zoning districts;
- The site had a minimum lot area requirement of 0.21 acres for Area B and Area D;
- The site has a minimum lot area requirement of 0.03 acres for Area C;
- The minimum lot area requirement for Area C is smaller than any other current zoning district;
- The minimum lot area requirement for Area C is similar to other PUDs located in Monroe County (e.g. lots in Townhomes at Creek’s Edge PUD are 0.01 acres; lots in The Lakes PUD are 0.05 acres);
- Area B has a maximum gross density of 20 units (Area B is 0.60 acres);
- Area C has a maximum gross density of 15 units (Area C is 0.95 acres);
- Area D has a maximum gross density of 1 unit (Area D is 0.41 acres);
- Area B has a minimum lot width at building line of 60 feet;
- Area C has a minimum lot width at building line of 20 feet;
- Area D has a minimum lot width at building line of 60 feet;
- The minimum lot width at building line for Area C is similar to other PUDs located in Monroe County (e.g. lots in Townhomes at Creek’s Edge PUD are 20 feet wide; lots in The Lakes PUD are 22 feet wide);
- The median building heights provided are compatible with the current zoning districts;
- The site has a minimum open space requirement of 30%, which is less than the current zoning districts. Some of the lots will have 0% open space as they will be covered with a building;
- The proposed landscaping requirements of the petition site do not meet all of the requirements as listed in Chapter 830;
- The proposed parking requirements of the petition site do not meet all of the requirements as listed in Chapter 806;



- The site proposes the permission of 45 total uses on proposed Area B and Area D;
  - The site proposes the permission of 2 total uses on proposed Area C;
- (c) *The extent to which the PUD meets the purposes of this Zoning Ordinance, the Comprehensive Plan, and other planning objectives. Specific benefits shall be enumerate.*

**Findings:**

- See Findings (a) and (b);
  - The petitioners are working with staff to comply with Chapter 811 standards;
  - The Comprehensive Plan supports a variety of housing types for the MCUA Mixed-Residential designation;
  - Adjacent districts to the petition site are a mixture of low, medium, and high density Single Family Residential;
  - The Comprehensive Plan does not support the inclusion of a Mixed-Use type development in this area designated as MCUA Mixed-Residential; however, it does support “neighborhood commercial uses as a local amenity;”
- (d) *The physical design and the extent to which it makes adequate provision for public services, provides adequate control over vehicular traffic, provides for and protects common open space, and furthers the amenities of light, air, recreation and visual enjoyment.*

**Findings:**

- Staff will be reviewing a development plan if approved;
  - The petition site will be subdivided and the management of common areas (proposed Area A and Area E) will remain under the control of a Homeowner’s Association (HOA) that will be formed as part of the subdivision process;
  - The petitioner is proposing 30% open space to be provided by proposed Area A and Area E; however, a majority of this area is floodplain. Chapter 811 states: “Permanent open space shall be defined as parks, playgrounds, landscaped green space, and natural areas, not including schools, community centers or other similar areas in public ownership.”
  - The petitioner has submitted a preliminary drainage plan for review by the MS4 Coordinator;
  - The petitioners will coordinate with the MS4 Coordinator to ensure proper stormwater management facilities are designed and installed;
- (e) *The relationship and compatibility of the proposal to the adjacent properties and neighborhoods, and whether the proposal would substantially interfere with the use of or diminish the value of adjacent properties and neighborhoods.*

**Findings:**

- See Findings (a), (b) & (d);
- The Southern Meadows Subdivision to the east consists of approximately 95 lots and has yet to be final platted;
- The petitioner states in their written statement (Exhibit 1) that the development is designed to provide additional housing options for working individuals and families within the county, commercial businesses to serve the surrounding neighborhoods, and overall act as a neighborhood center for the Clear Creek community;
- The proposed PUD outline plan would connect to existing neighborhoods together while extending pedestrian walking paths, and also to an MCCSC elementary school to the southeast;
- The proposed PUD outline plan would provide additional parking spaces to serve the existing US Post Office on S Rogers ST;

- (f) *The desirability of the proposal to the County's physical development, tax base, and economic well-being.*

**Findings:**

- See Findings under Section (e);
- The petitioner submitted design plans that are aesthetic in nature. In addition, the petitioner submitted a set of potential benefits for this project:
  - *Establishes a neighborhood core for the Clear Creek community,*
  - *Provides neighborhood businesses that serve the residents of Clear Creek and reduces trips outside of the community,*
  - *Provides apartments in a geographic area where they are sorely needed,*
  - *Fills a market need for modest sized dwelling units,*
  - *Improves parking safety for post office patrons,*
  - *Improves alternative transportation infrastructure for Clear Creek residents and businesses,*
  - *Improves utility access to neighboring properties;*

- (g) *The proposal will not cause undue traffic congestion and can be adequately served by existing or programmed public facilities and services.*

**Findings:**

- See Findings under Section (d) & (e);
- Multiple road connections are proposed within the outline plan that will increase interconnectivity between established neighborhoods;
- The petitioner is proposing a private two-way driveway with access off S Rogers ST and W That RD extension to provide access to private garages and additional parking to partially serve the existing US Post Office and proposed PUD;
- The petitioner is proposing a private two-way driveway with access off W That RD extension to provide access to the proposed PUD;
- A further review of traffic considerations will be reviewed at the Development Plan phase of the project by the Highway Department;

- (h) *The proposal preserves significant ecological, natural, historical and architectural resources to the extent possible.*

**Findings:**

- The PUD outline plan has open space requirements that will be described legally as unbuildable;
- The petitioner states that Area A and Area E are to serve as common open space, which includes 1.06 acres (~35%) of the total site acreage;
- Exhibit 1 states that the drainage/stormwater management areas will be managed by an HOA to be established during the subdivision process;
- Exhibit 1 states that street trees will be placed within right-of-way along S Rogers ST and that there will be no buffer yard requirements between mixed-use lots and residential lots within this PUD;

- (i) *The proposed development is an effective and unified treatment of the development possibilities on the site.*

**Findings:**

- See Findings (a) & (b)

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# CLEAR CREEK URBAN

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## Planned Unit Development (PUD) Outline Plan

### Exhibit A

*Last Updated: 03/18/2021*

#### Legal Description of Property

A PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 8 NORTH, RANGE 1 WEST, MONROE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER, THENCE SOUTH 88 DEGREES 31 MINUTES 45 SECONDS EAST (INDIANA STATE PLANE, WEST ZONE) ALONG THE NORTH LINE THEREOF 1465.51 FEET TO CENTERLINE OF ROGERS STREET AND THE POINT OF BEGINNING. THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 3232.03 FEET AND A LENGTH OF 139.83 FEET, BEING SUBTENDED BY A CHORD BEARING NORTH 02 DEGREES 12 MINUTES 23 SECONDS EAST AND A CHORD LENGTH OF 139.82 FEET; THENCE NORTH 03 DEGREES 17 MINUTES 07 SECONDS EAST 160.63 FEET; THENCE SOUTH 81 DEGREES 34 MINUTES 02 SECONDS EAST 45.12 FEET; THENCE NORTH 04 DEGREES 13 MINUTES 51 SECONDS EAST 550.40 FEET; THENCE LEAVING SAID CENTERLINE SOUTH 81 DEGREES 32 MINUTES 33 SECONDS EAST 89.32 FEET; THENCE SOUTH 06 DEGREES 50 MINUTES 29 SECONDS WEST 549.09 FEET; THENCE SOUTH 81 DEGREES 48 MINUTES 32 SECONDS EAST 60.02 FEET; THENCE SOUTH 06 DEGREES 48 MINUTES 27 WEST 253.45 FEET; THENCE SOUTH 85 DEGREES 31 MINUTES 48 SECONDS EAST 9.04 FEET; THENCE SOUTH 00 DEGREES 53 MINUTES 46 SECONDS WEST 596.78 FEET; THENCE NORTH 88 DEGREES 30 MINUTES 47 SECONDS WEST 160.83 FEET TO THE CENTERLINE OF ROGERS STREET; THENCE ON SAID CENTERLINE NORTH 05 DEGREES 01 MINUTES 25 SECONDS EAST 40.68 FEET; THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 500.00 FEET AND A LENGTH OF 42.88 FEET, BEING SUBTENDED BY A CHORD BEARING NORTH 02 DEGREES 34 MINUTES 00 SECONDS EAST AND A CHORD LENGTH OF 42.87 FEET; THENCE NORTH 0 DEGREES 06 MINUTES 35 SECONDS EAST 205.78 FEET; THENCE 00 DEGREES 41 MINUTES 58 SECONDS EAST 218.88 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 3232.03 FEET AND A LENGTH OF 61.67 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 00 DEGREES 25 MINUTES 13 SECONDS EAST AND A CHORD LENGTH 61.66 FEET AND TO THE POINT OF BEGINNING. CONTAINING 4.12 ACRES MORE OR LESS.

#### Background

Clear Creek is a close-knit neighborhood community in the rolling hills of Monroe County, just south of Bloomington. In the mid 1800's, however, it was a hub of economic activity, due in large part to the railroad

lines and spurs that intersected in the area. Area stone mills and quarries relied on these railroad lines to carry the limestone that built so much of the country to Chicago, Louisville, New York and Washington DC, to name just a few destinations for Monroe County limestone. A stockyard was established in the area to handle the cattle raised in the area.

Clear Creek residents were served by two general stores, a US Post office (established in 1870 and still in operation 150 years later), a lumber yard, and lumber mill. Clear Creek was a small, but thriving area of activity, with its own train station (est. in 1853). It even had an Oddfellows lodge, now Stella's Antiques. There was a physician who had an office and pharmacy in his home—the sort of mixture of residence and commercial activity that serves a small population area so well.

The economic burg of old Clear Creek disappeared after the removal of the Railroad and has since been a sleepy hamlet south of Bloomington, with little activity. It provides great areas for homes, but not as many opportunities for the children raised in those homes to stay rooted to the area. Affordable and transitional housing is not abundant. The property proposed to be incorporated into this PUD at 4831/4833 S Rogers Street has been scarcely utilized in recent years.

Past efforts to reinvigorate this property have not been successful. A PUD was established on a smaller portion of the property in 2006. The focus, however, was on light industrial service industries that did not fit well with the local community. In part, reinvigoration of this parcel was limited by the awkward boundaries of the original parcel—it was a narrow, tapering trapezoid.

The Plan Commission has recently approved a 90 lot residential subdivision just east of this property. That requires an extension of W That Rd across this property. Negotiations around that extension have afforded the developer additional property with which to work with and incorporate into this PUD. The resulting parcel is now better configured to provide developable areas for residential housing (dwelling units and apartments) and potential business support services that will fit well with the needs of the existing and future residents.

Portions of the property are currently a part of the existing Better Way Moving/Joseph Greene PUD. This proposal will incorporate that existing area along with some additional areas into this new amended PUD outline plan.

Existing uses permitted in the Better Way Moving/Joseph Greene PUD:

- Appliance Repair
- Electrical Repair
- Industrial Equipment Repair
- Locksmith
- Office Equipment Repair
- Photographic Services
- Small Engine and Motor Repair
- Accessory Office

- Warehousing and Distribution
- Welding
- Plastic Products Assembly
- Optical Instruments and Lenses
- Electrical Devices
- Engineering and Scientific
- Glass and Glassware
- Office and Computer Equipment
- Transfer or Storage Terminal

## Overview

The purpose of this PUD is to redevelop this 4.12 acre property into a mixed-use development that acts as the neighborhood *center* of the Clear Creek community. This PUD allows for single-family residential, multi-family residential, and commercial uses to coexist on this property. This project will complement the existing community as well as the soon-to-be developed Southern Meadows neighborhood by providing commercial businesses that serve the surrounding neighborhoods. The common area of Southern Meadows subdivision borders this property to the east. Walkability and alternative transportation, sense of place, and community are critical components of this development. The added density provides the Clear Creek community with a *core* that currently does not exist. This project will provide a place for the Clear Creek community to enjoy the offerings of local businesses as neighbors and for those utilizing our much enjoyed trails. This is a project that is being brought forward by the developer, who is a part of the community, *for* the community. The Outline Plan Area Map (Exhibit A-1) shows the various areas within this PUD and the development standards for those areas are given later in this document.

Central to the core of this project, a building located North of the intersection of S Rogers Street and W That Road (Building 1) spans S Rogers along the 10' multi use path. This building provides street level commercial spaces that are convertible to residential, and apartments on the 2<sup>nd</sup> and 3<sup>rd</sup> floors. Garages are provided on the first floor back side of the building. An inventory of apartments in the Clear Creek area presents a new housing option where they are not readily available.



Figure 1: Example Architecture - Existing Building in French Lick

To the south of the W That Rd extension, a series of townhomes will be housed in three buildings (Buildings 2-4) whose architecture will evoke the famous saw tooth structure of the historic Showers Furniture factory that now houses City and County government offices. The hope is that this architectural style will become an immediate landmark for the area, adding to the character and culture of the Clear Creek community with prime display along S Rogers.



Figure 2: Example Architecture - Existing "Showers Furniture Factory" Building

The final building to the south (Building 5) will contain commercial space on the lower level and an apartment on the upper level. To the south of this final building, a parking lot will provide parking for the US Post Office across the street. A new marked crosswalk across S Rogers St will greatly improve road safety for both cars and pedestrians.

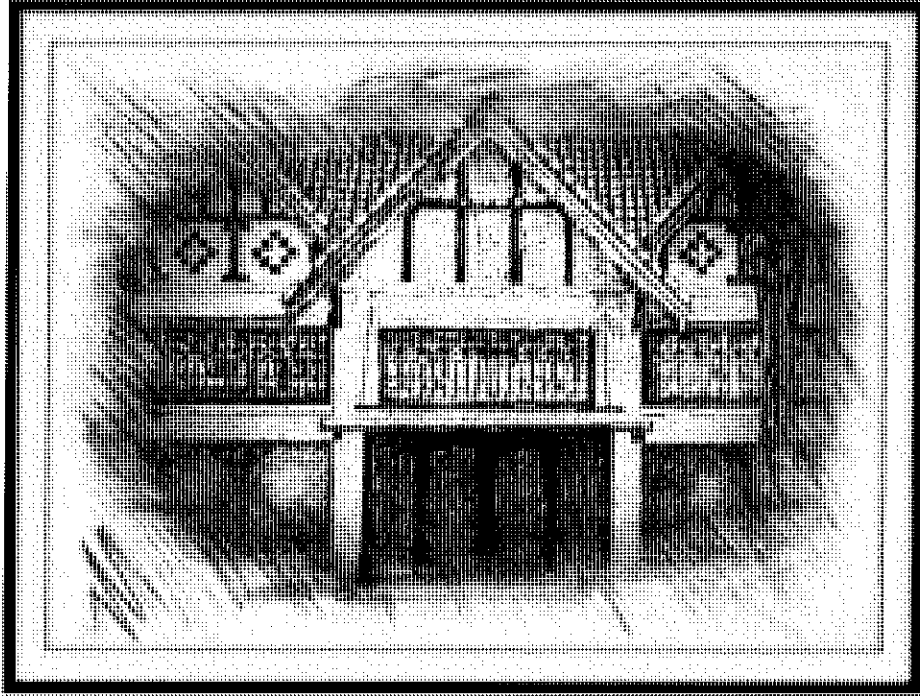


Figure 3: Example Architecture

Monroe County is justly proud of the intricate network of trails that knit the community together and provide alternative transportation and road safety. This project will continue to build upon that vision by providing an extension of the multi-use trail that is proposed in the Southern Meadows subdivision and provide a destination for pedestrians and cyclists that utilize that trail network. A 10' multi-use path will extend from the northeast corner of the project, adjoining the Southern Meadows development, and will head west to the front of the lot, then head south along S Rogers street to the south end of the property, greatly improving foot and bicycle transportation in the area.

Some of the benefits of this project are summarized below:

- o Establishes a neighborhood core for the Clear Creek community
- o Provides neighborhood businesses that serve the residents of Clear Creek and reduces trips outside of the community



- Provides apartments in a geographic area where they are sorely needed
- Fills a market need for modest sized dwelling units
- Improves parking safety for post office patrons
- Improves alternative transportation infrastructure for Clear Creek residents and businesses
- Improves utility access to neighboring properties
- Promotes green energy initiative providing electric vehicle charging

The Blind Squirrels, LLC proposed PUD is of substantive difference from the Joe Greene PUD, Ordinance 2006-17, and as amended, in terms of uses, boundaries, and development standards, that the entire Joe Greene PUD be repealed and replaced with the Clear Creek Urban PUD.

## Land Use Policies

The 2012 Monroe County Comprehensive Plan identifies this site as part of the Bloomington Urbanizing Area and more specifically as an area of Urban Residential. The plan states that this area is intended to provide *"urban scale residential single family housing on a range of smaller lot sizes and multi-family residential housing, some of which may be in combination with employment uses or other commercial uses designed to serve the residential community...As appropriate, these areas are encouraged to have mixed residential, convenience commercial, light industrial and public/semi-public uses... The urban lifestyle is supported by a range of density options and the mixing of employment and residential uses...For multifamily residential, town homes and mobile home developments...higher densities of four to twenty units per acre shall be allowed."*

The 2015 Monroe County Urbanizing Area Plan identifies this site as an area of Mixed-Residential. The plan states *"Mixed residential neighborhoods accommodate a wide array of both single-family and attached housing types, integrated into a cohesive neighborhood. They may also include neighborhood commercial uses as a local amenity."*

The 2016 Monroe County Urbanizing Area Plan Phase II Implementation Report identifies this area as Neighborhood Development (N2). The plan states *"This district includes several existing residential subdivisions with primarily single-family lots, and is intended to provide a greater opportunity for diverse housing types and densities. Mixed use nodes may be appropriate at key locations within this larger district, consistent with the recommendations of the Mixed Residential land use type designated in the Urbanizing Area Plan."*

We believe this project fits beautifully within the vision of the Comprehensive Plan.

## Ownership

The project site is the property described in the legal description included in this document. The property is currently owned by two entities and contains four different zoning designations: RS3, 5/PRO6, RE1, MR, and PUD. The proposed project will incorporate the entire property into this PUD and the existing PUD currently governing portions of the property will become null and void. This project will include a subdivision of the property that will allow individual lots to be bought and sold. Common areas will remain under the control of a Homeowner's Association (HOA) that will be formed as part of the subdivision process. Areas B and D will

contain the mixed use commercial and residential buildings and will be on their own individual lots that can be bought and sold. Area C will contain residential type uses only and can be subdivided.

## Development Schedule

This project will be constructed in phases. Each phase is described below and shown on the Outline Plan Area Map (Exhibit A-1). The Development Plan for Phase 1 shall be submitted to the Planning Department not more than 24 months following Board of Commissioners approval of this Outline Plan. Each additional phase must be submitted to the Planning Department no more than 24 months following approval of the previous phase's Development Plan. The existing buildings on site may be used as construction trailers and can remain in use until the completion of Phase 2.

### *Phase 1 (July 2021-July 2022 anticipated)*

Phase 1 will consist of Areas A, C, and E and all required infrastructure necessary for their construction including driveway, utilities, and storm water, and may have permits pulled concurrently.

### *Phase 2 (July 2022-July 2023 anticipated)*

Phase 2 will consist of Area D and all required infrastructure necessary for its construction including driveway, utilities, and storm water.

### *Phase 3 (July 2023- July 2024 anticipated)*

Phase 3 will consist of Area B and all required infrastructure necessary for its construction including driveway, utilities, and storm water.

## Rationale for Changes to Existing Development Standards

The reasoning for the departures from the established County Ordinance is as follows:

- The County Ordinance does not allow multifamily residential anywhere in the county except in former City of Bloomington zones and PUDs. We are trying to create a *center* of the Clear Creek community here and density in the core of the community helps create a sense of place for the residents. The 2015 Urbanizing Area Plan recommends a density of 10-14 units/acre in the Mixed Residential district and this PUD fits within that range.
- The County Ordinance makes it difficult for multiple uses to exist on the same parcel and impossible for multifamily to be located above commercial spaces. This is described in the 2015 Urbanizing Area Plan for mixed-use districts: "*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.*" By providing a mixed-use center of Clear Creek community members can live and shop within their community without having to get in their cars.

- The County Ordinance does not allow lots of less than 50 feet in width or less than 0.14 acres in size except in former City of Bloomington zones and PUDs. The demand here is not for large yards or huge houses but rather smaller units that are easy to maintain. As such, we are showing smaller, narrower lots and shared walls to allow this to feasibly happen. The 2016 Urbanizing Area Plan Phase II Implementation Report recommends no minimum lot width and front/side setbacks of zero feet for the Neighborhood Mixed Use Building Typology and we are consistent with these recommendations.
- The County Ordinance is currently very auto-centric with copious and complex calculations for number of minimum off-street parking spaces and strict limits on what those spaces can be used for. As we create this neighborhood center we would like to depart from auto-centric design by removing the minimum parking requirements and use requirements of the parking spaces. We would like to provide parking for the post office (currently located off-site across S Rogers St) and allow guests of residents and employees/patrons of commercial spaces to park in all of the parking areas of the PUD regardless of which lot the spaces are located on and allow all spaces to be used for shared parking. The onerous restrictions the County Ordinance places on off-street parking spaces simply leads to them sitting empty and we want to maximize the effectiveness of the parking here so we can have as few spaces as possible. This is a community center. 2016 Urbanizing Area Plan Phase II Implementation Report states: *"Shared parking arrangements should be encouraged to minimize the size of surface parking lots."*
- The County Ordinance does not allow for dense urban development as is desirable in a neighborhood center such as what we are proposing here for the Clear Creek community. As such we are proposing reduced building and parking setbacks and less stringent landscaping requirements to help maximize the space and provide that neighborhood center sense of place.
- The Covid-19 pandemic has hurt local small businesses. To respond to the changing culture, we are providing ample outdoor seating areas.

## Proposed Development Standards

All provisions given in the Monroe County Zoning Ordinance and Monroe County Subdivision Control Ordinance (as in effect at the time this PUD Outline Plan was approved) apply except as amended in the following sections. In the event the Outline Plan is silent regarding specific issues for Area B or Area D in this PUD, relevant provisions for the LB District as set out in the Monroe County Zoning Code shall be followed for controlling language. In the event the Outline Plan is silent regarding specific issues for Area C of this PUD, relevant provisions of the MR District as set out in the Monroe County Zoning Code shall be followed for controlling language.

### *Entire PUD*

- Permitted Land Uses:
  - Areas A and E:
    - Open Space - No Uses Permitted
  - Areas B and D:

- The following uses are permitted as defined in Chapter 802 of the Monroe County Zoning Ordinance:
  - Apparel Shop
  - Artisan Crafts
  - Bakery (retail)
  - Barber Service
  - Beauty Service
  - Bookstore
  - Caterer
  - Confectionery
  - Construction Trailer
  - Convenience Store
  - Copy Service
  - Drug Store
  - Electrical Repair
  - Employment Agency
  - Financial Service
  - Florist Retail
  - Fruit Market
  - Gift Shop
  - Handicrafts
  - Hardware
  - Home Occupation
  - Jewelry
  - Massage Studio
  - Meat Market
  - Multifamily Dwelling
  - Office
  - Pet Services
  - Physical Therapy Facility
  - Real Estate Agency
  - Real Estate Sales Office
  - Restaurant
  - Single Family Dwelling
  - Sporting Goods
  - Tavern
  - Temporary/Seasonal Activity
  - Upholstery Service
  - Used Merchandise (General)
  - Veterinary Service (Indoor)



- Single Family Dwelling: 1.6 spaces per unit
- Multifamily Dwelling, 1 bedroom: 1 space per unit
- Multifamily Dwelling, 2 bedroom: 1.6 spaces per unit
- Commercial Uses: 4 space/1000 GFA
- Shared Parking: Parking which is to be shared among two or more businesses or land use activities is permitted (not subject to any additional requirements such as those given in the current Monroe County Zoning Ordinance Chapter 806)
- Landscaping
  - No Landscape Buffer Yards are Required between mixed-use lots and residential lots within this PUD
  - Street Trees are permitted within the public right-of-way between the sidewalk/multi-use path and curb only when the front building setback is 0 feet
- Sustainability Standards
  - A minimum of 10% of exterior parking spaces must use pervious pavers
  - Recycling must be provided on site
  - A minimum of 1 electric vehicle charging space per 25 exterior parking spaces must be provided
  - Energy Star Certified appliances shall be used in all residential units
  -

#### **Area A**

- Landscaping
  - Open space shall be cleared of invasive species ground cover at the time of construction
  - A nature path with a minimum of 2 benches and one picnic table shall be established at the time of construction

#### **Area B**

- Maximum Gross Density: 20 units total in this Area
- Minimum Lot Area: 0.21 acres
- Minimum Lot Width at Building Line: 60 feet
- Minimum Front Yard Building Setback (Fronting S Rogers St): 45 feet from the centerline of the roadway
- Minimum Front Yard Building Setback (Fronting W That Rd): 50 feet from the centerline of the roadway
- Minimum Side Yard Building Setback: 10 feet
- Minimum Rear Yard Building Setback: 4 feet
- Maximum Building Height: 3 stories not to exceed 45 feet
- Area B is limited to a total of 5 commercial uses at any given time
- Siding materials facing W That Rd or S Rogers St shall be brick or stone

### Area C

- Maximum Gross Density: 15 units total in this Area
- Minimum Lot Area: 0.03 acres
- Minimum Lot Width at Building Line: 20 feet
- Minimum Front Yard Building Setback (Fronting S Rogers St): 55 feet from the centerline of the roadway
- Minimum Front Yard Building Setback (Fronting W That Rd): 50 feet from the centerline of the roadway
- Minimum Side Yard Building Setback: 0 feet
- Minimum Rear Yard Building Setback: 0 feet
- Maximum Building Height: 2 stories (not to exceed 34 feet)
- Siding materials facing W That Rd or S Rogers St shall be brick or stone

### Area D

- Maximum Gross Density: 1 unit total in this Area
- Minimum Lot Area: 0.21 acres
- Minimum Lot Width at Building Line: 60 feet
- Minimum Front Yard Building Setback (Fronting S Rogers St): 55 feet from the centerline of the roadway
- Minimum Side Yard Building Setback: 10 feet
- Minimum Rear Yard Building Setback: 10 feet
- Maximum Building Height: 2 stories (not to exceed 34 feet)
- Area D is limited to a total of 1 commercial use at any given time
- Siding materials facing S Rogers St shall be brick, stone, Masonite, and/or wood.

### Facilities

- Roads: The project will be served by S Rogers St (existing minor collector) and W That Rd (local) that will be extended across the project site as part of the Southern Meadows subdivision
- Sidewalks: Sidewalks will be constructed along W That Rd as part of the Southern Meadows subdivision. The multi-use path along S Rogers St will be constructed as part of the Southern Meadows subdivision and extended as part of this PUD. An existing multi-use path that will be stubbed along the east property line as part of the Southern Meadows subdivision will be brought across this PUD within an access easement to provide public access to the S Rogers St corridor
- Sanitary Sewers: As part of the Southern Meadows project, a new sanitary sewer is being constructed along S Rogers St that provides sanitary sewer service to this PUD as well as the existing neighbors along the west side of S Rogers St
- Stormwater Management: Stormwater will be managed underground on the north parcel (area B) and in area E on the south end of the site in accordance with all Monroe County Drainage Ordinance requirements

- o Water Supply System: An existing 6" city of Bloomington water main will serve this development along with a new 8" city of Bloomington water main that will run along the W That Rd extension
- o Street Lighting: No new street lighting is proposed
- o Public Utilities: Gas, electric, and communications are all available on site

### Neighborhood Meeting Report

A neighborhood meeting was held on July 29, 2019 at the nearby Clear Creek Elementary that included a presentation of this project as well as two other area projects and a question and answer session with local community members. Over 50 neighbors were in attendance. A copy of the neighborhood meeting summary is attached to this PUD document.

An additional neighborhood meeting was held on January 7, 2021 at 6:30pm on Zoom (due to Covid-19 pandemic). This meeting included an updated presentation of the current project and questions and comments from meeting attendees. Around 8 neighbors were in attendance. A copy of the neighborhood meeting summary is attached to this PUD document.



Jan 07 2021

## Meeting Notes Neighborhood Meeting – Clear Creek Urban (Joe Greene PUD Outline Plan Amendment)

### Attending

Due to Covid 19, this neighborhood meeting was arranged by petitioner representative Kendall Knoke, Smith Design Inc, and conducted via Zoom online meeting platform.

Kendall Knoke - Petitioner Representative – Zoom host  
Tamby Wikle Cassady – Petitioner  
Michael Flory – Petitioner Representative  
Donna and Zack Malham  
Bob Logsdon  
Jack Skiles  
Tom Winingger  
Rachel  
Daniella Chusyd  
Amdanda Edwards  
Randy Cassady – Petitioner

### Announcements

Tamby begins with some history, then background of the specific project, and the economic hub that existed in Clear Creek starting in the mid 1800's. Screen shared list of current approved uses and explained that this list is not the list being proposed.

Neighbors express interest in wanting a coffee shop.

Shared list of proposed uses by screen with Neighbors.

Kendall goes through Conceptual Site plans, explains property is going through re-zone process, then with go through subdivision process, and others required by county.

Explains That Rd extension of Southern Meadows, connectivity of trail, buildings and their locations and content, apartments, townhouse condominiums, commercial in buildings to the north and south.

Neighbor, Donna (Wampler House), asks about trees to the east. Kendall explains that Southern Meadows is preserving tree area on southern end, but area to south end of this property is detention.

Tamby shows model via zoom camera video. Bldg. 1 commercial w/ residential apartments. Back half of building garages front half commercial, parking in rear, multi use path along S Rogers then heading back and joining old railroad bed. Reviewed That Rd intersection, access to condos along the back (no driveways for these along S Rogers), bldg. to S commercial with apartment, shared parking with Post Office.

## Discussion

Access question of Southern Meadows – is that Rd S Rogers the only entrance for Southern Meadows? Kendall showed map of other entrance on S Old Sr 37. S College

Neighbor comment (BL) – “tremendous improvement to area”

Neighbor concern (BL)– “watershed report”

Neighbor question (BL)– “how many units total between this project and Southern Meadows”

TWC – 20 apartments in N building, 15 Condo units, last building has one apartment unit

Neighbor concern (BL) – sidewalk safety and traffic – Kendall explained Southern Meadows improvements for Old 37 and That Rd – displayed Intersection drawings submitted to co highway - Tamby explained multi-use path is 10’ path and wider than regular sidewalk.

Neighbor concern (BL)– lack of safety at dogleg of S Rogers Street (3 properties south of project perperty) history of accidents -

Michael Flory commented about extending a path could be of interest to the county (specifically Thron Endwright Randolph)

Neighbor comment (BL)– “appreciate the diversity of the improvements that’s being proposed there” in reference to this project and Southern Meadows as an “overall picture”

Michael Flory explained number of uses is limited to the space available and interest in exchanging dialogue.

Neighbor comment – “this is very helpful to kind of just picture what’s going to go on. It looks very good. I like it. The only thing I don’t like is looking a few trees down there. But, as a business person, do you have an idea how long the road will be closed”.

KK – explained the road expansion on the east side for the turn lane expansion.

TWC –Comment for Bob, traffic and pedestrian traffic, Southern Meadows is connecting to the school and will have sidewalks throughout.

Neighbor question (BL) – what is the path surface?

KK – explained multi-use path is asphalt

TWC – parking areas- proposing pavers to help with drainage aspect

BL – “Tamby, I want to offer one other compliment too. I really like your idea of the architectural design of the Showers Brothers in your part of your project there. Do you know that was, the

Showers Brothers was the largest furniture manufacturer in the world here in Bloomington, Indiana for number of years." Also, "It was the center of the population too. This was the crossroads of America. You're keeping up with the spirit of the history of the place, which I appreciate."

Neighbor comment DC – expressed appreciation for petitioner – "cool look and nice nod to where the town has come from" – like the hub for Clear Creek – walk there and bike there with ease would be phenomenal. Tamby I appreciate what you're doing.

Neighbor comment AE – Yeah, I'll second that. We've lived here two years now we've really really loved the area. We live right next to the post office and there's always a lot of traffic. I think these improvement will really help out. "Will improve the quality of life in the area." "Excited about the possibility of not having septic too"

TWC - Extended invitation to neighbors to the meeting on the 19<sup>th</sup>.

Neighbor comment - DM – "Should we start the Clear Creek Chamber of Commerce with Bob, ourselves, and you?" TWC – "Absolutely, we have the Iron Pit Gym

TWC – "I want this to speak to what really is the heart of Clear Creek"

Neighbor Comment – TW- "We are in support of this project and hope the two projects work hand in hand together and that we can together. Hope it can feel like times gone by where you can just walk to your neighborhood store."

Neighbor question – BL – when is next meeting and what steps –

TWC explained steps and process of going through meetings – and next upcoming meeting on Jan 19<sup>th</sup>

BL – "I'm not interested in any negative input, I am just interested in an overall picture of how this entire thing is going to effect the community, traffic wise, watershed wise, pedestrian safety, bike safety, and those sort of things I need to mention to at the next meeting."

MF – informed about timeline

ZM – What's happening with Fullerton Pike? Wampler House is looking at it's opening as a future positive.

Wrap up meeting – "I just wanna say thank you to everybody. Appreciate the information. Very well presented."

TWC – "Thank you all for being great neighbors. I really appreciate it."

**EXHIBIT 2: Conceptual Site Plan**



**OVERALL PLAN**

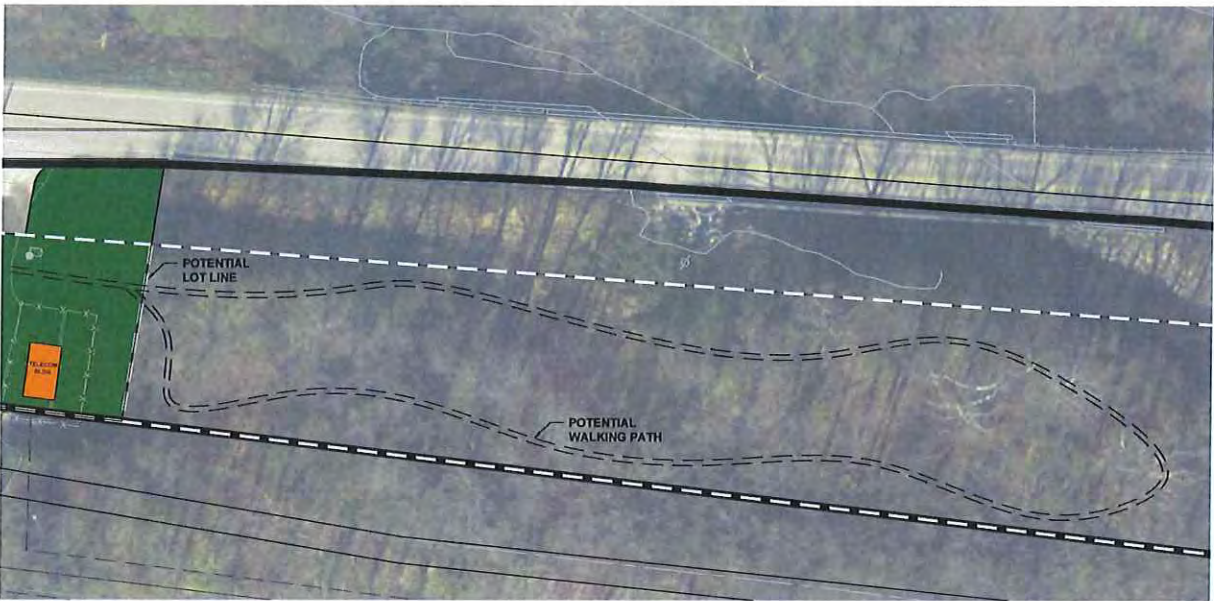
**OPEN SPACE**  
 TOTAL SITE AREA (NOT INCLUDING S ROGERS ST PROPOSED RIGHT OF WAY) = 3.23 ACRES  
 OPEN SPACE (COMMON AREA LOTS 1 AND 20) = 1.06 ACRES (33%)

SCALE: 1"=100'

**PARKING SPACES**  
 AREA B = 15 PARKING SPACES + 8 RESIDENTIAL GARAGES  
 AREA C = 15 RESIDENTIAL GARAGES + 23 PARKING SPACES  
 AREA D = 25 PARKING SPACES  
 TOTAL = 86 PARKING SPACES

**CLEAR CREEK URBAN**

03.01.2021  **SMITH DESIGN GROUP**  
 CIVIL ENGINEERING & LAND SURVEYING

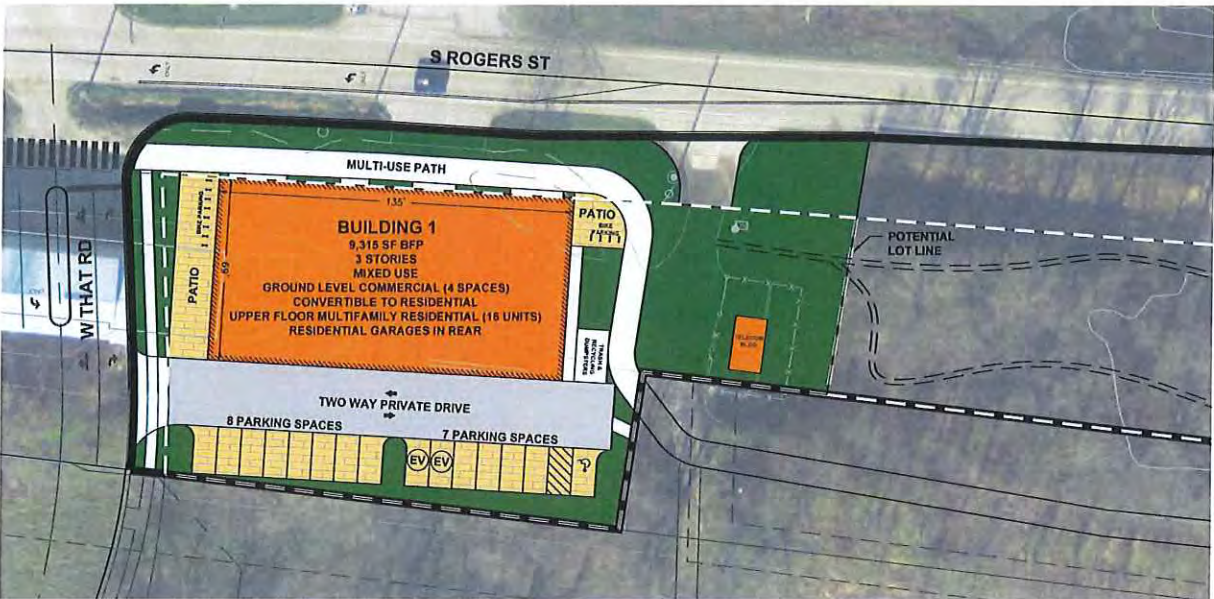


AREA A PLAN

SCALE: 1"=99'

CLEAR CREEK URBAN

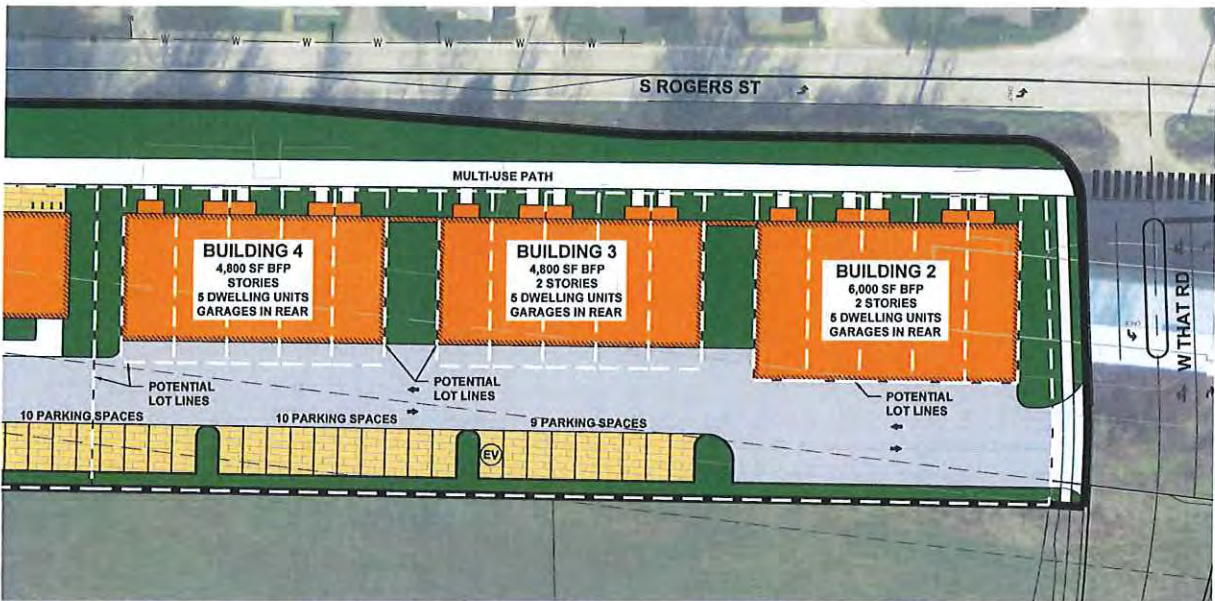
03.01.2021  SMITH DESIGN GROUP  
CIVIL ENGINEERING & LAND SURVEYING



AREA B PLAN

SCALE: 1"=30'

CLEAR CREEK URBAN



AREA C PLAN

SCALE: 1"=30'

CLEAR CREEK URBAN

03.01.2021  SMITH DESIGN GROUP  
CIVIL ENGINEERING & LAND SURVEYING



AREAS D AND E PLAN

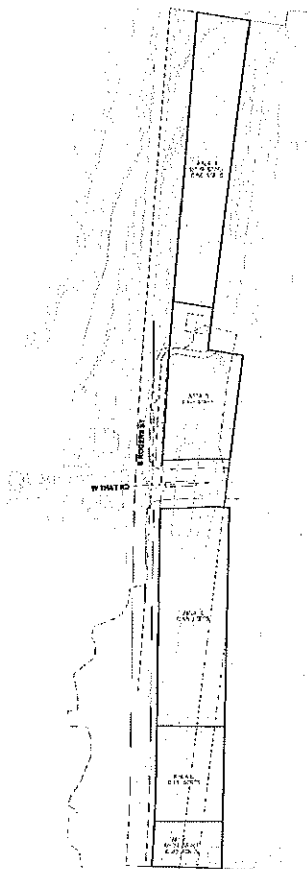
SCALE: 1"=30'

CLEAR CREEK URBAN

03.01.2021  SMITH DESIGN GROUP  
CIVIL ENGINEERING & LAND SURVEYING



**EXHIBIT 3: Outline Plan Area Map**



**CLEAR CREEK URBAN  
OUTLINE PLAN AREA MAP  
EXHIBIT A-1**



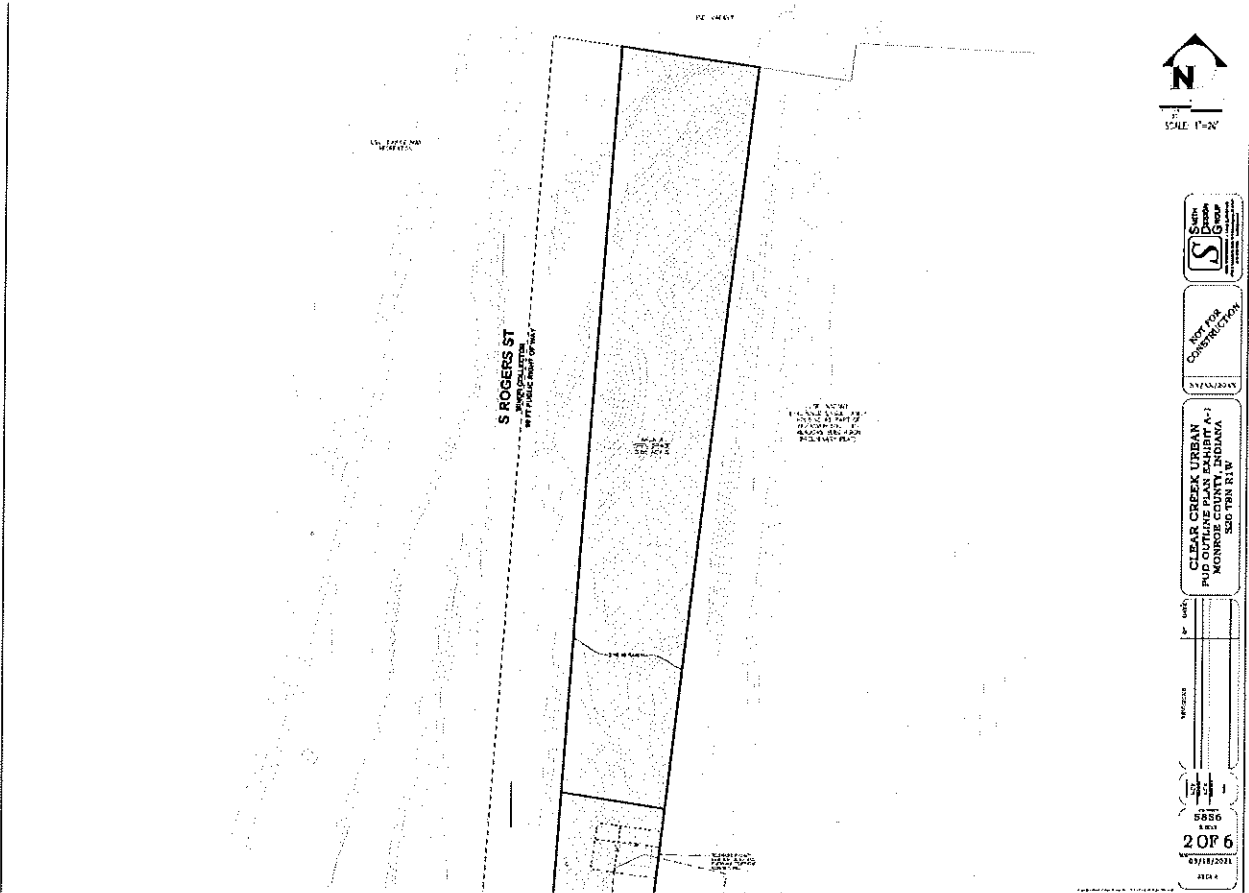
OPEN SPACE  
TOTAL SITE AREA (NOT INCLUDING S RODGERS ST PROPOSED RIGHT OF WAY) = 3.23 ACRES  
OPEN SPACE (AREAS A AND E) = 1.09 ACRES (33%)



CLEAR CREEK URBAN  
PROJECT AREA A-1  
MONROE COUNTY, MISSISSIPPI  
800 TEN 21 W



5856  
1 OF 6  
5/11/2021  
10:18:27 AM



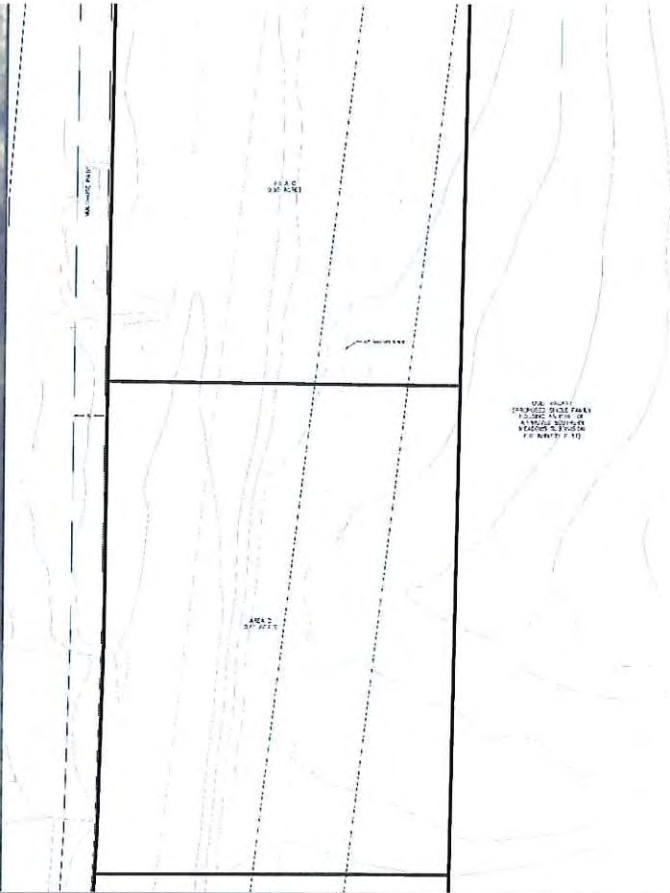
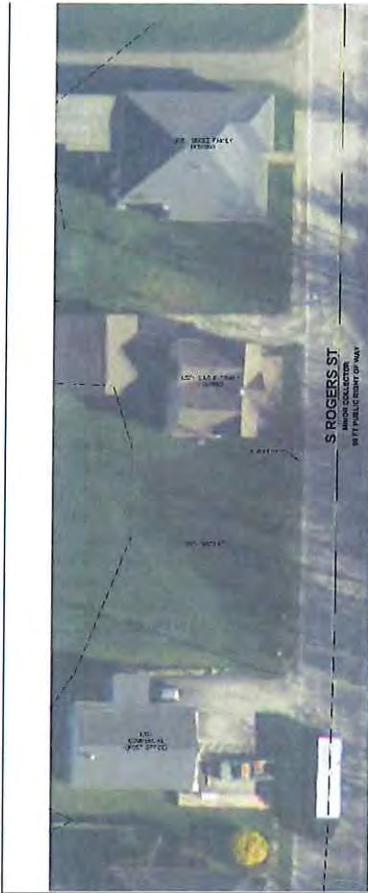
NOT FOR CONSTRUCTION

CLEAR CREEK URBAN  
PUD OUTLINE PLAN EXHIBIT A-1  
MONROE COUNTY, INDIANA  
03/18/2021

5856  
2 OF 6  
03/18/2021







NOT FOR CONSTRUCTION  
JANUARY 2008

CLEAR CREEK URBAN  
FUD OUTLINE PLAN EXHIBIT A-1  
MONROE COUNTY, INDIANA  
S&B T&M R/W

NO.	DATE	REVISION

5856  
50 OF 6  
07/16/2011  
ARCADIS URS



NOT FOR  
CONSTRUCTION

CLEAR CREEK URBAN  
PUD OUTLINE PLAN EXHIBIT A-1  
MONROE COUNTY, INDIANA  
S&P 181111

NO.	DATE	REVISIONS

5856  
6 OF 6  
03/18/2021  
S&P



**EXHIBIT 5: Area Height Exhibits**



1 PROPOSED BUILDING 1



2 PROPOSED BUILDINGS 2-4



3 PROPOSED BUILDINGS 5



4 HOUSE ACROSS FROM BUILDING 1



5 HOUSE ACROSS FROM BUILDING 2



6 POST OFFICE



7 HOUSE NEXT TO POST OFFICE



8 STELLA'S PLACE



9 WAMPLER HOUSE



12 CLEAR CREEK CHRISTIAN SCHOOL



10 CLEAR CREEK ELEMENTARY



11 THE MILL



13 LIGHTHOUSE CHRISTIAN ACADEMY



14 SILO



PROPOSED BUILDING 1



S ROGERS ST, LOOKING SOUTH



PROPOSED BUILDING 2



S ROGERS ST,  
LOOKING SOUTH



PROPOSED BUILDING 5



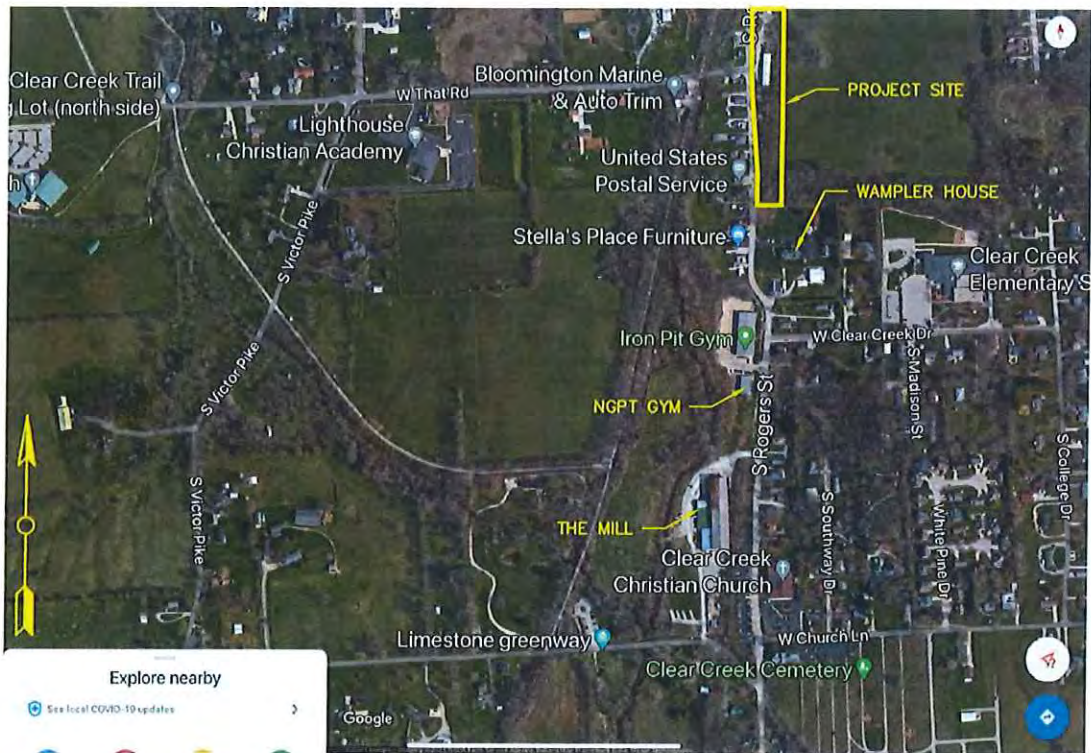
S ROGERS ST,  
LOOKING NORTH



APPROXIMATE LOCATION WHERE HEIGHT OF AREA B BUILDING IS THE SAME AS  
THE GROUND EAST OF THE PROPERTY



LOCATIONS OF NEARBY BUSINESSES



SCALE: N.T.S.

**EXHIBIT 6: Building Height Comparison**

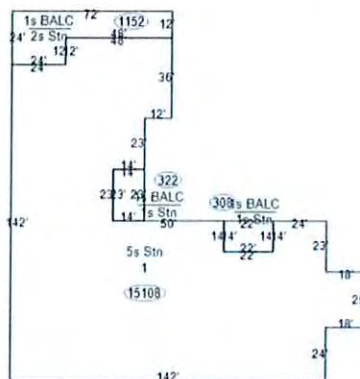


11th and College

16,890 sq ft footprint  
5 Stories

701 N College AVE

401, 4 to 19 Family Apart

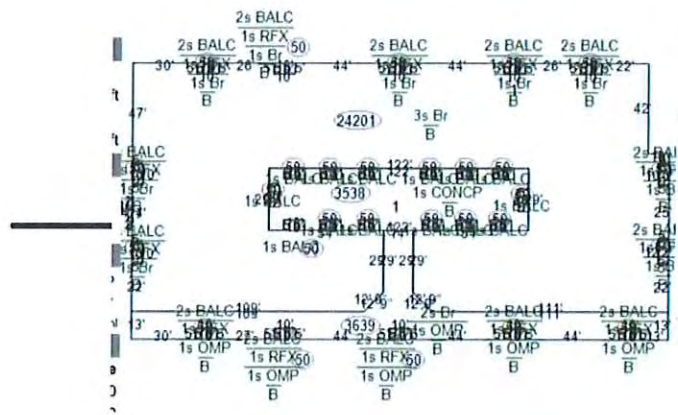




601 N College  
 32,088 sq ft footprint  
 3 stories

601 N College AVE

403, 40 or More Family Ap





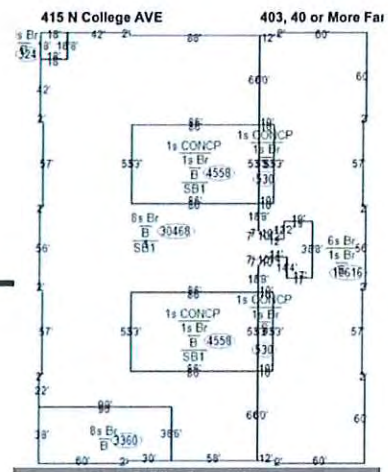
630 N Morton  
 14,336 sq ft footprint  
 4 stories

**630 N Morton ST**



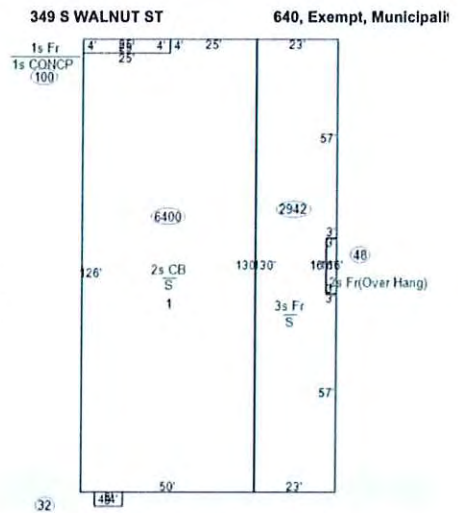


415 N College  
 62,944 sq ft footprint  
 8 stories ?

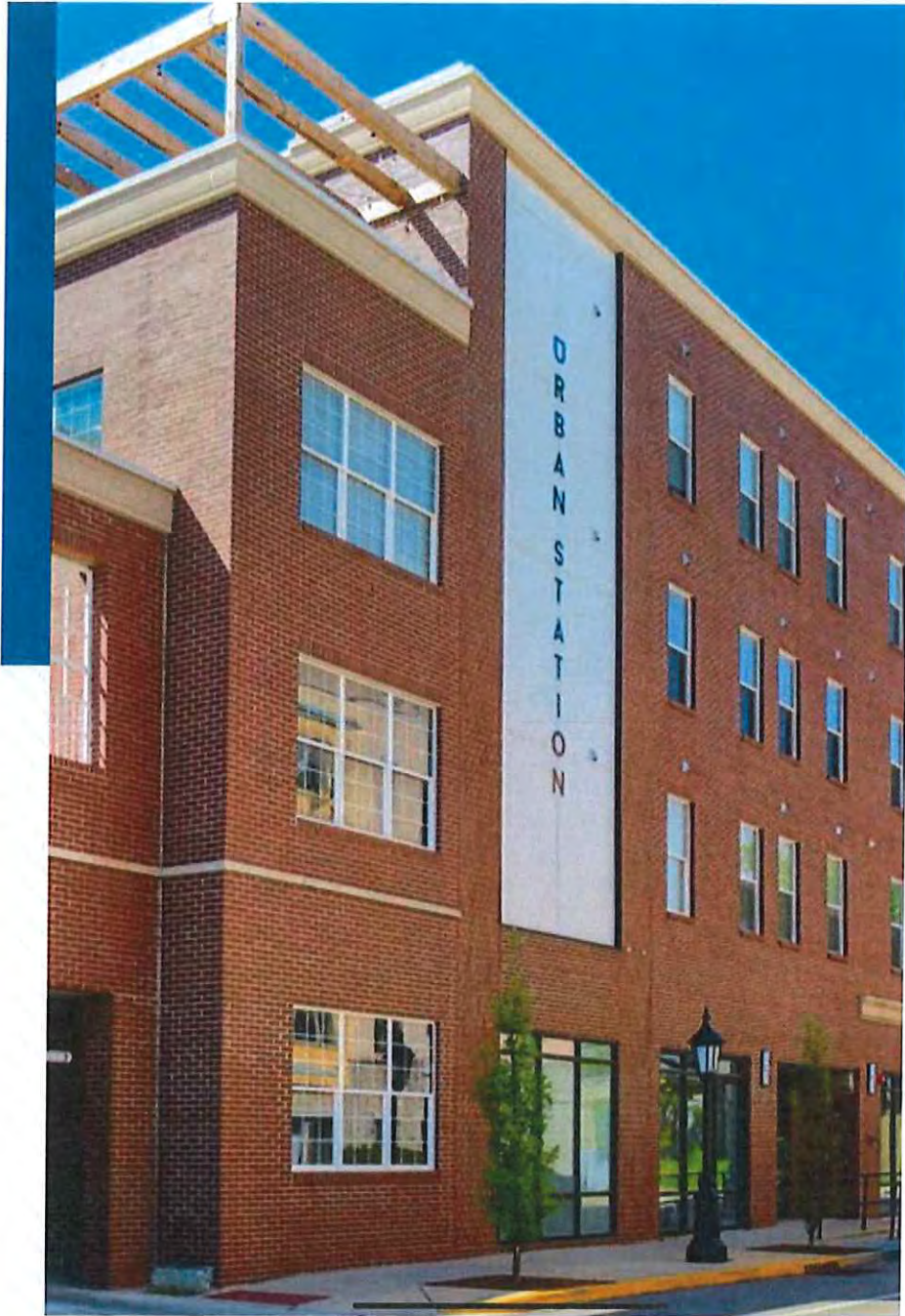


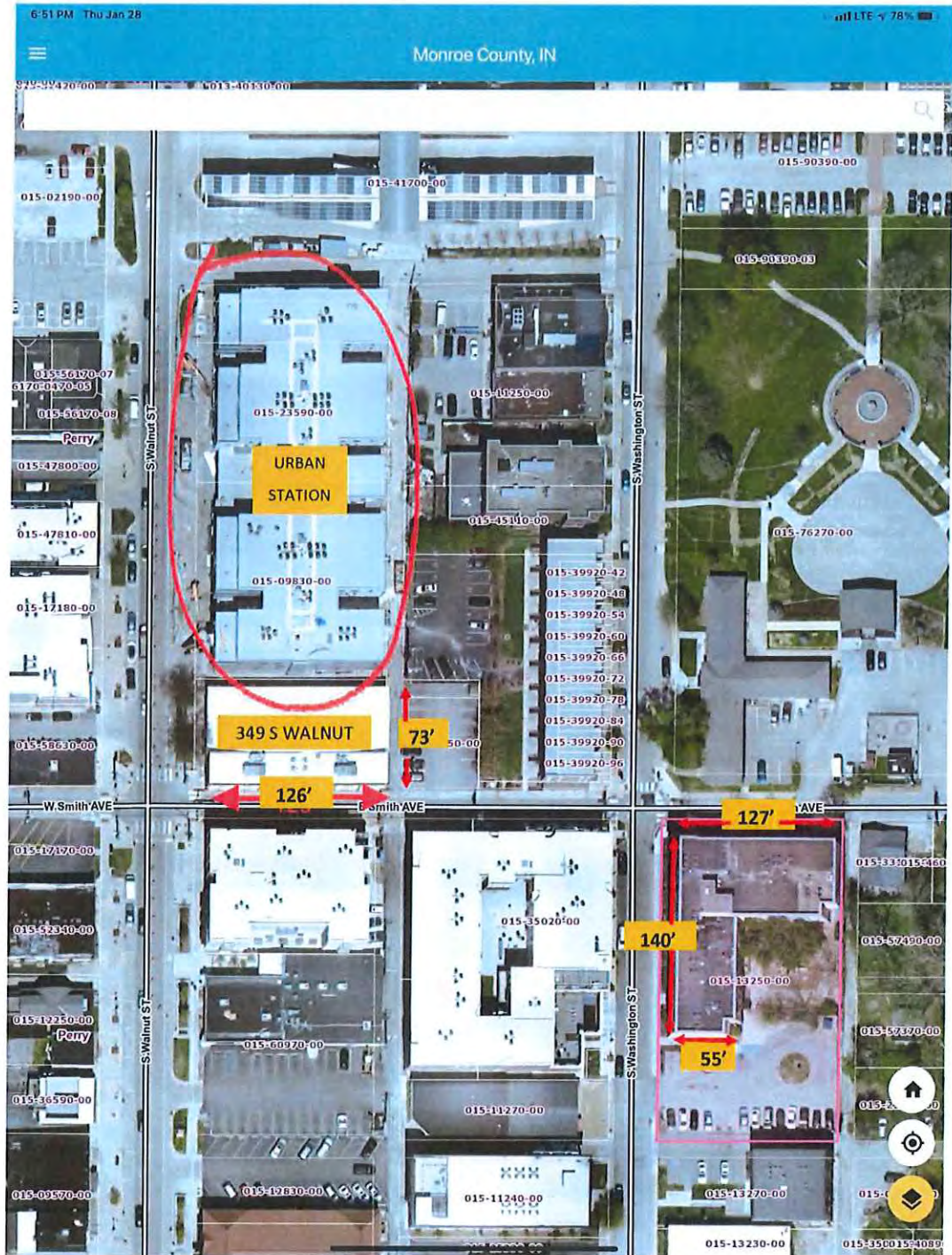


349 S Walnut  
 9,342 sq ft footprint  
 3 story school









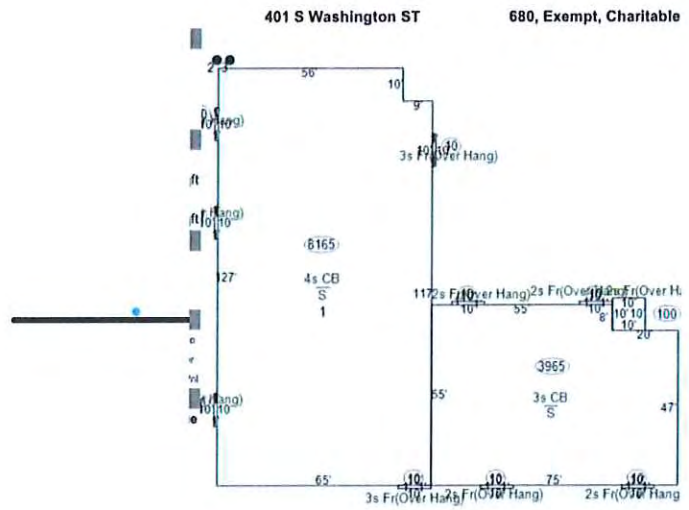
## PROPERTY COMPARISON

PROPERTY ADDRESS	FOORPRINT SQ FT	% CCL/PROPERTY	STORIES
4831 S ROGERS ST-SUBJECT PROPERTY	9315	NA	3
349 S ROGERS STREET	9,342	99.7%	3
401 S WASHINGTON	12,130	76.8%	4
630 N MORTON STREET	14,336	65.0%	4
601 N COLLEGE	32,088	29.0%	3
415 N COLLEGE	62,944	14.8%	8
*NEW S WALNUT -URBAN STATION	UNKOWN		4

\*based on aerial photo, this building appears to be 4 to 5 times the size of the subject building



401 S Washington  
 12,130 sq ft footprint  
 4 stories highest point



**EXHIBIT 7: Letters of Support**

**Liz Cook Irwin**  
3317 S. Glen Arbor Pl.  
Bloomington, IN 47403  
(317) 502-4114  
[lizcookirwin@gmail.com](mailto:lizcookirwin@gmail.com)

February 28, 2021

Monroe County Commissioners  
100 W. Kirkwood Ave., Ste 322  
Bloomington, IN 47404

Dear Monroe County Commissioners,

I am writing to express my support for the Clear Creek Urban project at That Road and S. Rogers Street. As a neighbor who lives just north of the project area, I am excited to see this project move forward. Not only will this development be a positive addition for the surrounding neighborhoods, it will attract other visitors who use the nearby trails, offer amenities and improvements for pedestrian safety, and positively contribute to the housing shortage that our region is experiencing.

The area just north of the project is poised for growth with the Fullerton Pike expansion, new library, and continued commercial development near the Walnut/Gordon Pike intersection. The new Limestone trail and other trails, along with additional planned housing projects, are testament to the changing landscape of our southside neighborhoods. The Clear Creek Urban project is yet another opportunity to positively contribute to the area.

An important consideration for this project is the redevelopment aspect of the site. Due to existing structures and uses, this site has limitations. The Clear Creek Urban project makes use of the existing property to maximize the benefits while offsetting the costs of the development. From a neighborhood perspective, the project will greatly enhance the look and feel of the property. The current plans offer destination and commercial business options that make it attractive to the surrounding neighborhoods.

I have also been pleased with the care and attention to detail of the developers. They have worked hard to gain the support of surrounding property owners and neighbors, seeking input, answering questions, and moving forward in an honest and transparent manner. In part, this is because the property owners are local residents and understand the Clear Creek community. They are motivated to create something that improves the area for residents and visitors, enhancing our little part of the County. They've earned our trust.

For these reasons, I urge you to approve the Clear Creek Urban project. Your support is representative of those of us who live nearby and want to see this exciting project move forward to the benefit of area residents and visitors. Thank you for your consideration.

Sincerely,



Liz Irwin

cc: Monroe County Planning Commission  
Monroe County Planning Staff

TO: Monroe County Commissioners  
Monroe County Plan Commission  
Monroe County Planning Department Staff  
Attn: Drew Meyers  
501 501 N Morton Street, Suite 224  
Bloomington, IN 47404

Dear Monroe County Leaders,

This is a letter of support for the Clear Creek Urban project at That Road and S Rogers street. The project being considered by the petitioner will be a great addition to the neighborhood. It will be convenient to have a few businesses located there for people to visit and enjoy the trail. Having additional housing options such as apartments and condominiums in the area is essential. As a person who often uses the trail system, I'm really looking forward to the new multi-use path. It will encourage alternative transportation, and improve pedestrian and bike safety. Your approval of this project would be a positive for Monroe County residents.

Sincerely,

Daniella Chusyd, PhD

## EXHIBIT 8: Letters of Remonstrance

**From:** Alice Hawkins [<mailto:alicehawk@c-hawk.net>]  
**Sent:** Wednesday, March 3, 2021 11:35 AM  
**To:** Jacqueline Nester Jelen <[jnester@co.monroe.in.us](mailto:jnester@co.monroe.in.us)>  
**Cc:** Carol Edmonds <[edmondsbc@gmail.com](mailto:edmondsbc@gmail.com)>  
**Subject:** Clear Creek Development

I am late to this dance but am registering deep concerns about the Clear Creek Development.

It burst from 90 to 190 people living in the new development.

One person at the meeting expressed that he was looking for this to resemble Broad Ripple.

That brings me to questions

1. Why not develop delightful bungalows for families? (Margaret Clements has expressed that the project's mixed density has been overindulged in Monroe County.)
2. If this goes forward, who is projected to be the renters? (Is Bloomington and its environs not saturated with apartments?)
3. What is the zoning ordinance that is being superceded? (Why have an ordinance?)
4. Why is it a concern that a developer spent a lot of money to create this plan? (He didn't do it if he wasn't planning to make money. His problem, not the public's.)
5. Most importantly, what is the overarching plan for Monroe County? For instance, there is a proposal for the Sanders area that is clearly a dense, suburban development. (Trohn Enright-Randolph expressed his commitment to the environment.)
6. How do you suggest county residents have their voices heard? (The city has strong neighborhood alliances.)

Thank you for any light you can shed on these concerns. You are welcome to forward this email to Penny Githens, my commissioner and other commissioners.

Respectfully,  
Alice Hawkins

**From:** Alice Hawkins [<mailto:alicehawk@c-hawk.net>]  
**Sent:** Wednesday, March 3, 2021 9:32 PM  
**To:** Jacqueline Nester Jelen <[jnester@co.monroe.in.us](mailto:jnester@co.monroe.in.us)>  
**Subject:** Re: Clear Creek Development

I would like my questions and comments to apply to all that is being planned because I am interested in the big picture.

Sent from my iPhone

On Mar 3, 2021, at 12:49 PM, Jacqueline Nester Jelen <[jnester@co.monroe.in.us](mailto:jnester@co.monroe.in.us)> wrote:

Hi Alice –

I am including the planner involved in this case, Drew Myers. We will make sure your email makes it into the staff packet and respond to your questions, specifically #5 & 6. Since there are three proposals in this area, I do want to clarify you are speaking in regards to the Southern Meadows Development in particular (first image below). If you would like your questions/comments to apply to the other two projects below, please let us know. Thank you,

<image003.jpg>

There is also Clear Creek Urban

<image004.jpg>

Or White Oak:

<image005.jpg>

Jackie Nester Jelen, AICP  
Assistant Director  
Monroe County Planning Department  
501 N. Morton St., Suite 224  
Bloomington, IN 47404  
[jnester@co.monroe.in.us](mailto:jnester@co.monroe.in.us)  
Phone: (812) 349-2560

**EXHIBIT 9: Draft Ordinance**

ORDINANCE # 2021- \_\_\_\_\_

An ordinance to adopt the Clear Creek Urban Mixed Use Planned Unit Development, Outline Plan.

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

Whereas, the Board of Commissioners of Monroe County, Indiana passed and adopted a zoning ordinance and zoning maps (collectively "Zoning Ordinance") effective January 1997, which zoning ordinance is incorporated herein; and,

Whereas, certain amendments ("Amendments") to the Zoning Ordinance have been proposed to establish and regulate the area known as Clear Creek Urban, located where That Road intersects S. Rogers Street;

Whereas, the Plan Commission advertised for and conducted a public hearing on the proposed Amendments;

Whereas, following the public hearing, the Plan Commission voted to forward the Amendments to the Board of Commissioners with a \_\_\_\_\_ recommendation;

Whereas, on March \_\_\_\_\_, 2021 the Plan Commission certified the Amendments and its recommendation thereon to the Board of Commissioners for consideration pursuant to Indiana Code Sections 36-7-4-602 through 605;

Whereas, in accordance with Indiana 5-14-1.5-5, the Board of Commissioners provided public notice of its intention to consider the Amendments during its [April] \_\_\_\_\_, 2021 meeting, and accepted public comment on the proposed Amendments during its [April] \_\_\_\_\_, 2021 meeting;

Whereas the Board of Commissioners finds that the Amendments, if adopted in ordinance form, would reasonably and efficiently advance the statutorily recognized zoning ordinance purposes, which include, among other purposes, the promotions of the health, safety, morals, convenience, order, and general welfare of the citizens of Monroe County, Indiana and that the amendments should be adopted;

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

Whereas petitioner submitted a PUD Outline Plan and made representations to the Plan Commission pertaining to the use and development of the real estate, which Outline Plan is made a part of the Plan Commission packet, Exhibit A;



Whereas the Board of Commissioners of Monroe County, Indiana adopted Ordinance 2006-17, "The Better Way Moving/Joe Greene PUD," (hereinafter, the "Joe Greene PUD") on May 26, 2006, and subsequently amended it by Ordinance 2008-23 on September 12, 2008; and

Whereas the Joe Greene PUD contained 1.447 acres and, as amended, permitted a total of 17 uses, most of which were suited for areas with a rural nature; and

Whereas, since its most recent amendment in 2008, the property has been underutilized; and

Whereas, historically, since the mid 1990's onward, there has been substantial growth of housing stock in the area, as evidenced by the development of Clear Creek Estates, Baywood, Eagle View, Patton Estates, the Highlands, and Southern Meadows (the latter approved but as-yet uncommenced); and,

Whereas, the vast majority of residential development in the Clear Creek area has focused on single family housing, with scattered small duplexes and paired patio homes; and

Whereas The Joe Greene PUD came under new ownership in October 31, 2016, when Blind Squirrels LLC purchased it; and

Whereas, the acreage of the Joe Greene PUD and adjoining land owned by Blind Squirrels LLC has increased to 4.12 acres, comprised of the addition to the Joe Greene PUD of certain contiguous parcels transferred to Blind Squirrels by the owners of the Southern Meadows PUD in consideration for an easement to extend 'That Road over Squirrels' property for the purpose of providing ingress and egress for the Southern Meadows development, and also as a result of a Quiet Title Action, 53C01-1911-PL-002600 decided January 22, 2020; and,

Whereas, the legal description of the property proposed to make up the Clear Creek Urban PUD is set out on Page 1 of the Clear Creek Urban PUD Outline Plan; and

Whereas, Blind Squirrels LLC has proposed an amendment to the Joe Greene PUD that would change the permitted and possible uses to tailor them to provide neighborhood services in view

of the actual and proposed residential growth in the neighborhood, and to more effectively utilize the increased size of the parcel available; and

Whereas, the Blind Squirrels' proposed PUD is of such substantive difference from the Joe Greene PUD, Ordinance 2006-17, and as amended, in terms of uses, boundaries and development standards, that the entire Joe Greene PUD should be repealed and replaced with the "Clear Creek Urban PUD" (hereinafter CCU PUD); and

Whereas, the number of possible uses for the Clear Creek Urban PUD are intended to provide a large menu of uses to choose from when planning possible commercial development in areas B and D of the CCU PUD, given the uncertainties of the current business climate and in order to afford the opportunity to bring complementing uses to the CCU PUD as commercial proposals are brought forward over time; and

Whereas, the CCU PUD commits to having no more than five (5) commercial uses in Area B at any given time and no more than one (1) commercial use in Area D at any one time

Whereas, the Petitioners have submitted an outline plan that establishes the following ways in which the CCU PUD proposal meets the recommendations of the 2012 Monroe County Comprehensive Plan, and the 2015 Monroe County Urbanizing Area Plan (see pages 6-7). Worthy of special note are the designation of the site in the MCUA plan as intended to provide a greater opportunity for diverse housing types and densities. Mixed use nodes may be appropriate at key locations within this larger district....." Also note that the 2016 Urbanizing Area Plan phase II Implementation Report states: "Shared parking arrangements should be encouraged to minimize the size of surface parking lots." That statement served as the guiding principle for the Shared Parking use designation, a precedent which has been set for over 50 years by the business located at 4888 S. Rogers Street (currently the U.S. Post Office

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

Section I:

The Clear Creek Urban (CCU) Mixed Use Planned Unit Development, Outline Plan will rezone the parcel located at 4831/4833 to a mixed use Planned Unit Development (M-PUD). The CCU M-PUD allows residential uses along with commercial use, which uses are enumerated in the Outline Plan for CCU PUD, which is attached hereto in the Plan Commission packet and incorporated herein as Exhibit A. The CCU-PUD must comply with all required improvement, construction standards, design standards, procedures and all other engineering standards contained within the Monroe County Code and other pertinent regulations except where

specifically varied through the provisions of the ordinance. The CCU-PUD must comply with and implement the standards, covenants and representations in the CCU-PUD Outline Plan in Exhibit A. The parcel is located in Perry Township Sections 20 and 21, with its legal description as described in the CCU Outline Plan section, "Legal Description of Property."

1. Commercial land uses for Areas B and D are limited to those set forth in the CCU-PUD outline plan, specifically identifying permitted uses which are included in Exhibit A.
2. Accept the statements of the petitioner regarding proposed development standards.

**Section II.**

The following conditions of approval shall apply to this petition:

1.
  - a) East-west road connection [The extension of That Road across the CCU-PUD parcel, and the construction of a path along the side of the CCU-PUD property alongside South Rogers Street shall be constructed in accordance with Monroe County Highway Department Standards;
  - b) The Development Plan shall be in accordance with the Monroe County Highway Department and the Monroe County Drainage Engineer reports.

**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. Upon adoption of the CCU PUD the Joe Greene PUD, adopted in 2006 as Ordinance 2006-17, and as amended by Ordinance 2008-23, shall be repealed in its entirety."

Passed and adopted by the Board of Commissioners of Monroe County, Indiana, this \_\_\_\_ day of \_\_\_\_\_, 2021.

**BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA**

**"Yes" Votes**

\_\_\_\_\_ Julie Thomas  
\_\_\_\_\_ Lee Jones  
\_\_\_\_\_ Penny Githens

**"No" Votes**

\_\_\_\_\_ Julie Thomas  
\_\_\_\_\_ Lee Jones  
\_\_\_\_\_ Penny Gilhens



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

**Executive Summary:**

On May 5, 2021 the Commissioner had the first reading and initial presentation of an Environmental Restrictive Ordinance ("ERO"). The ERO, is part of the close out process for the former Indiana Creosoting Company. The ERO prohibits groundwater wells in an area where City water is already available and used.

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

Presenter:

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

Name(s)	Phone Number(s)
<input type="text" value="Jess Riess&lt;br/&gt;Dan Dyer&lt;br/&gt;Steven Sharp&lt;br/&gt;Jason Cosarove"/>	<input type="text"/>

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

Attorney who reviewed:

**ORDINANCE NO 2021-21**

**An Environmental Restrictive Ordinance  
To Amend the Monroe County Code To Add Chapter 366, Environmental Restrictive  
Ordinance, To Prohibit The Installation And Use Of Private Water Wells Within Certain  
Areas Of Monroe County, Indiana**

**WHEREAS**, ground water existing within portions of Monroe County described more particularly below (“Restricted Area”) may contain pollutant concentrations exceeding Indiana Department of Environmental Management residential groundwater screening levels.

**WHEREAS**, the City of Bloomington maintains a public water utility that provides a safe and reliable water supply to customers throughout the Restricted Area; and

**WHEREAS**, the Board of Commissioners of Monroe County, Indiana, finds that the public health, safety, and welfare of the Monroe County residents is best protected by restricting installation or use of any Private Water Wells within the Restricted Area.

**WHEREAS**, Indiana Code § 36-1-2-4.7 permits the Board of Commissioners of Monroe County to adopt an “environmental restrictive ordinance,” which “seeks to control the use of groundwater in a manner and to a degree that protects human health and the environment against unacceptable exposure to a release of hazardous substances or petroleum, or both.”

**WHEREAS**, Monroe County Code, Chapter 115, Violations and Penalties, provides civil penalties and enforcement procedures for violations of the Monroe County Code. Section 115-3(4) provides for penalties up to one hundred dollars (\$100.00) for the first violation constituting a Class D Ordinance Violation and up to three hundred dollars (\$300.00) for subsequent violations of the same ordinance. In addition, Monroe County Code, Section 115-4 states that “[e]ach day during which a violation occurs shall be a separate violation of that code provision or ordinance subject to an additional civil penalty for each day.”

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

Section One: Monroe County Code, Chapter 366 shall be, and is hereby, added as follows:

**CHAPTER 366**

**PRIVATE WATER WELLS**

**366-1 Definitions**

- (A) “**Private Water Well**” means a plumbing system for providing potable or non-potable water to a lot or parcel of property that is not constructed, installed, maintained, operated and owned by a municipality, a taxing district or a corporation or organization possessing a “Certificate of Territorial Authority” issued by the Indiana Utilities Regulatory Commission and established for that purpose. A Private Water Well is typically a well drilled to serve a single lot.

- (B) “Restricted Area” means the parcels depicted on the map attached hereto and incorporated by reference herein as Exhibit A. The Restricted Area consists of the Tax Parcel Identification Numbers listed on Exhibit B.

### **366-2 Private Water Wells Prohibited**

- (A) Beginning on the effective date of this Ordinance, the installation or use of any Private Water Well at any property within the Restricted Area is prohibited.
- (B) No person, including any corporation, partnership, or association, shall install or use any Private Water Well within the Restricted Area.

### **366-3 Enforcement**

- (A) The Board of Monroe County Commissioners shall enforce the provisions of this Chapter in accordance with Monroe County Code, Chapter 115.
- (B) A person who violates any of the provisions of this Chapter commits a Class D Ordinance Violation.

### **366-4 General Provisions**

- (A) Nothing in this Chapter shall be construed as requiring Monroe County or any public water utility to install or provide any water improvements or service to any person or premises that are not otherwise currently in existence at the time of passage of this Ordinance.
- (B) Pursuant to Indiana Code § 36-1-6-11, the Board of Commissioners of Monroe County, Indiana, (the “Commissioners”) must give written notice to the Indiana Department of Environmental Management (“IDEM”) of the adoption of this Ordinance within thirty (30) days of its passage. The Commissioners are hereby ordered to provide such notice to IDEM at the following address:

Indiana Department of Environmental Management  
Office of Land Quality  
Voluntary Remediation Program  
100 N. Senate Avenue  
Indianapolis, Indiana 46204

- (C) Pursuant to Indiana Code § 36-1-6-11, the Commissioners must give written notice to IDEM no later than sixty (60) days before the Commissioners would either amend or repeal this Ordinance. The Commissioners are hereby ordered to provide such notice to IDEM at the address identified in item (6) above.

Section Two: This Ordinance shall become effective upon adoption.

SO APPROVED AND ORDAINED by the Board of Commissioners of Monroe County, Indiana, on this \_\_\_\_ day of \_\_\_\_\_, 2021.

*AYE VOTES*

*NAY VOTES*

\_\_\_\_\_  
JULIE THOMAS, President

\_\_\_\_\_  
JULIE THOMAS, President

\_\_\_\_\_  
LEE JONES, Vice President

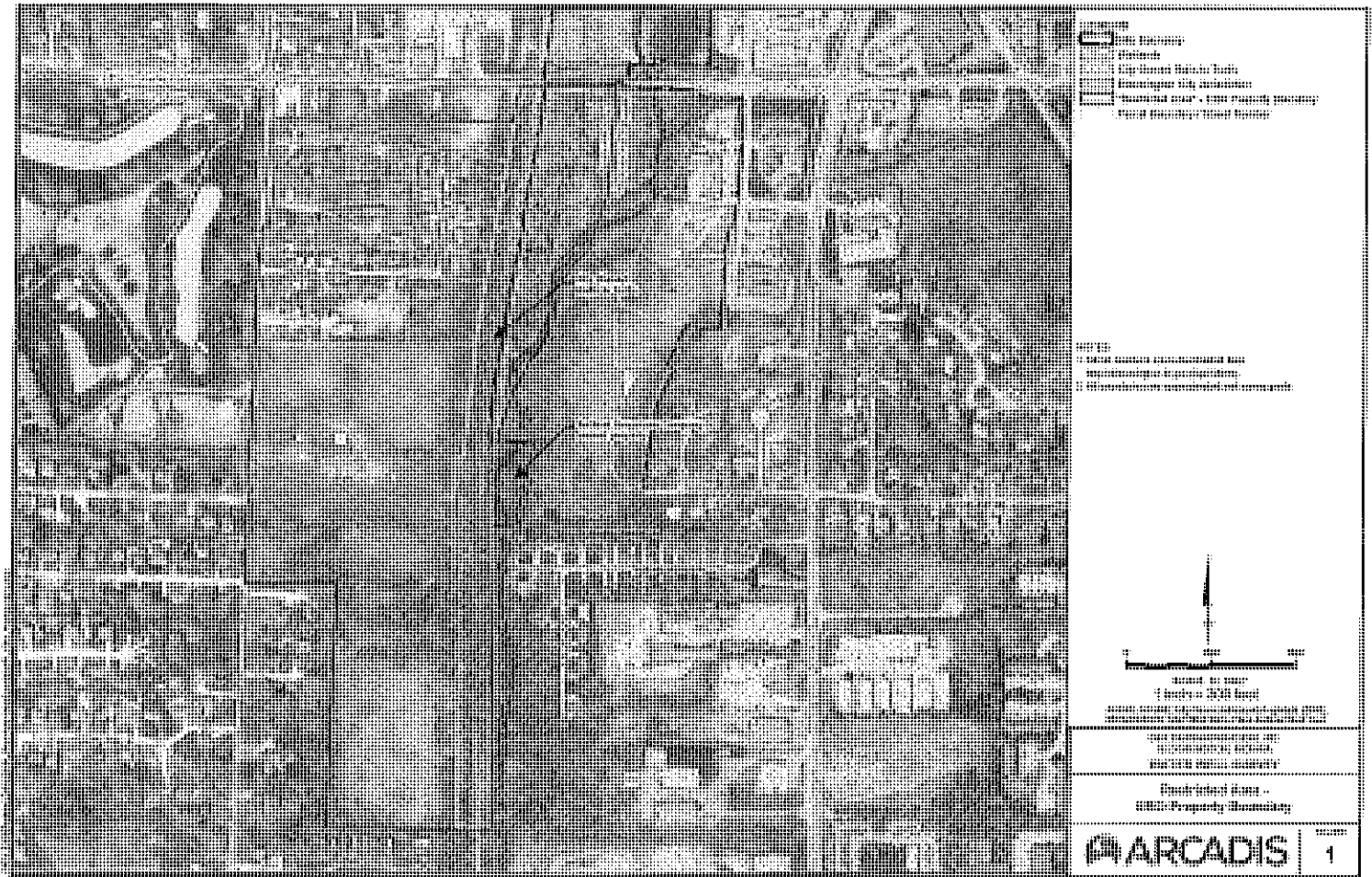
\_\_\_\_\_  
LEE JONES, Vice President

\_\_\_\_\_  
PENNY GITHENS, Commissioner

\_\_\_\_\_  
PENNY GITHENS, Commissioner



**Exhibit A**  
**Map of Restricted Area**



**Exhibit B**

**Tax Parcel Identification Numbers Covered by the Restricted Area**

<b>Street Address Number</b>	<b>Street Address Name</b>	<b>Parcel Number</b>
305	W. Walls Dr.	53-01-42-336-000.000-008
306	W. Walls Dr.	53-08-17-100-032.000-008
410	W. Walls Dr.	53-08-17-100-018.000-008
420	W. Walls Dr.	53-08-17-100-019.000-008
421	W. Walls Dr.	53-08-17-100-031.000-008
421	W. Walls Dr.	53-08-17-100-031.000-008
430	W. Walls Dr.	53-08-17-100-021.000-008
431	W. Walls Dr.	53-08-17-100-017.000-008
2886	S. Walls Dr.	53-01-40-838-000.000-008
2886	S. Walls Dr.	53-01-40-838-000.000-008
2900	S. Walls Dr.	53-08-17-100-033.000-008
2903	S. Walls Dr.	53-01-40-873-000.000-008
2904	S. Walls Dr.	53-08-17-100-013.000-008
2905	S. Walls Dr.	53-01-43-735-000.000-008
2907	S. Walls Dr.	53-01-40-613-000.000-008
2907	S. Walls Dr.	53-01-40-613-000.000-008
2908	S. Walls Dr.	53-08-17-100-012.000-008
2908	S. Walls Dr.	53-08-17-100-012.000-008
2909	S. Walls Dr.	53-01-40-892-000.000-008
2911	S. Walls Dr.	53-01-41-154-000.000-008
2911	S. Walls Dr.	53-01-41-154-000.000-008
2809	S. Rogers St.	53-08-17-100-024.000-008
2809	S. Rogers St.	53-08-17-100-024.000-008
2813	S. Rogers St.	53-08-17-100-034.000-008
2815	S. Rogers St.	53-08-17-100-044.000-008
2821	S. Rogers St.	53-08-17-100-043.000-008
2821	S. Rogers St.	53-08-17-100-043.000-008
2831	S. Rogers St.	53-08-17-100-014.000-008
2831	S. Rogers St.	53-08-17-100-014.000-008
2833	S. Rogers St.	53-08-17-100-014.000-008
2833	S. Rogers St.	53-08-17-100-014.000-008
2835	S. Rogers St.	53-08-17-100-014.000-008
2835	S. Rogers St.	53-08-17-100-014.000-008
2837	S. Rogers St.	53-08-17-100-014.000-008
2837	S. Rogers St.	53-08-17-100-014.000-008
2839	S. Rogers St.	53-08-17-100-028.000-008
2839	S. Rogers St.	53-08-17-100-028.000-008
2901	S. Rogers St.	53-08-17-100-014.000-008

<b>Street Address Number</b>	<b>Street Address Name</b>	<b>Parcel Number</b>
2901	S. Rogers St.	53-08-17-100-014.000-008
2905	S. Rogers St.	53-08-17-100-037.000-008
2911	S. Rogers St.	53-08-17-100-035.000-008
2911	S. Rogers St.	53-08-17-100-035.000-008
2913	S. Rogers St.	53-08-17-100-016.000-008
2913	S. Rogers St.	53-08-17-100-016.000-008
2917	S. Rogers St.	53-08-17-100-020.000-008
2921	S. Rogers St.	53-08-17-100-030.000-008
2923	S. Rogers St.	53-08-17-100-042.000-008
3009	S. Rogers St.	53-01-41-358-000.000-008
3009	S. Rogers St.	53-01-41-360-000.000-008
3009	S. Rogers St.	53-01-41-362-000.000-008
3009	S. Rogers St.	53-01-41-363-000.000-008
3009	S. Rogers St.	53-08-16-200-053.000-008
--	S. Rogers St.	53-08-17-100-029.000-008
--	S. Pinewood Dr.	53-08-16-200-068.000-009
281	W. Country Club Dr.	53-08-16-200-042.000-009
--	W. Country Club Dr.	53-08-16-200-052.000-008
--	W. Country Club Dr.	53-08-16-200-063.000-008
--	W. Country Club Dr.	53-08-16-200-039.000-008

# PROPOSED ENVIRONMENTAL RESTRICTIVE ORDINANCE SITE BACKGROUND AND PUBLIC OUTREACH

Former Indiana Creosoting Company Facility

240 West Country Club Drive, Bloomington, Monroe County, Indiana

Indiana Dept. of Environmental Management VRP Site No. 6970403

May 5, 2021

# Introductions

## Project Team

**Daniel Dyer**                      Manager-Environmental Remediation – CSX Transportation

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**Michael McCann**                Senior Environmental Manager - IDEM

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**Steve Sharp, LPG**               Project Manager – Arcadis

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**Jason Cosgrove, PE**            Principal Engineer – Arcadis

# Overview

## Objective:

- Present information supportive of adopting an Environmental Restrictive Ordinance (ERO) appropriate to the Former ICC Cleanup Project

## Agenda:

- Site Background
- ERO Background / Public Outreach
- Questions / Discussion

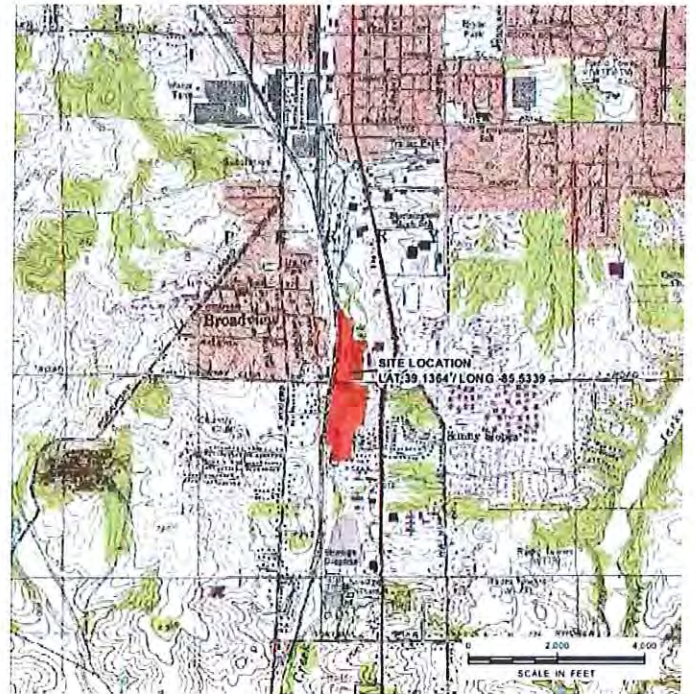


## Site Background



## Location

- Southside of Bloomington
- 40 acres; transected by Country Club Road
- Eastern part of the Site within City limits
- Proposed ERO lies within Monroe County Jurisdiction
- North of the Site is being redeveloped into park space; rails to trails runs north to south through the Site





## Site Background



- Wood treating operations began ~1914
- Wood treatment involved creosote application to rail ties (storage tanks, process areas, and loading/unloading)
- Initial subsurface investigations started in 1987
- Site accepted into IDEM's Voluntary Remediation Program (VRP) in 1997
- Site constituents of concern include petroleum hydrocarbons, polyaromatic hydrocarbons, and select metals
- Activities have included several rounds of investigation, sampling, removal activities, and assessment completed over the past 30+ years

27 April 2021

6

## Current Status / Closure Plan



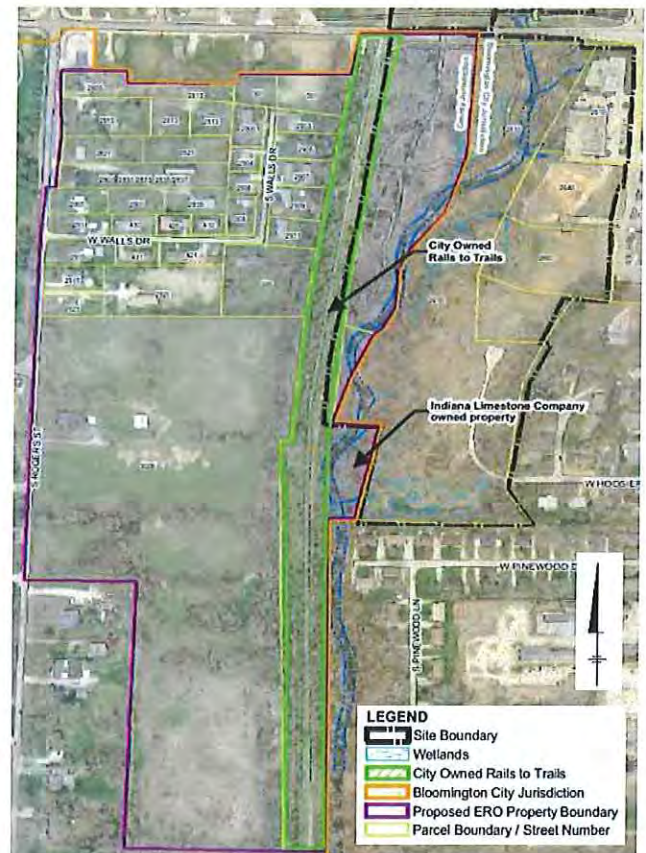
- Groundwater monitoring has demonstrated that groundwater quality is improving and that groundwater conditions are stable (not moving or expanding)
- On-site soil removal has eliminated direct contact potential risk
- Remediation in Clear Creek has eliminated ecological / biological risk factors
- Extensive due diligence in the areas including and surrounding the Site support that there are currently **no** completed exposure pathways
- IDEM-approved Closure Plan includes adopting an ERO at the Site and in downgradient areas to restrict the installation of private water wells

# Environmental Restrictive Ordinance (ERO) Background and Public Outreach

## ERO Background

- Area of proposed ERO includes the Site and properties west and southwest (in the direction of groundwater flow / monitoring)
- Area of proposed ERO encompasses 40 discrete parcels owned by 31 parties
- ERO controls the use of groundwater to protect against potential exposure to residual groundwater impacts.
- ERO is not restricting anything that is currently being used (i.e., there are no wells in the proposed ERO area). All parties are connected to municipal water.

© Arcadis 2018



## ERO Due Diligence and Public Outreach

- Water well surveys have been completed through IDNR's database
- Area inspections / recon completed in entire ERO area
- Public website developed to provide background, summary, contact information, and FAQs <http://icc-cleanupproject.com/>
- Initial round of outreach letters to owners and tenants (11/11/2020)
  - Contained postage paid questionnaire inquiring about well presence
  - Project Fact Sheet included
  - 56 letters were mailed out; 17 responses (all "no well present")
  - Public dedicated website link included
- Second round of outreach letters to owners and tenants (2/16/2021)
  - Revisited information contained in 11/11/2020 letters
  - Advertised Virtual Q&A Open House held on 2/25/2021
- Public Announcement placed in Bloomington Herald Times on 2/20/2021 introducing Open House
- Virtual Q&A Open House held on 2/25/2021 (5:00 pm to 8:00 pm) with reps from IDEM, CSXT, and Arcadis



### INFORMATIONAL VIRTUAL OPEN HOUSE REGARDING PROPOSED GROUNDWATER ORDINANCE

CSX Transportation, Inc. (CSXT) invites the public to attend a virtual Open House information session on February 25, 2021 from 5:00 pm to 8:00 pm EST. Representatives from CSXT, the Indiana Department of Environmental Management (IDEM), and our environmental consulting firm Arcadis will be on hand to answer questions about CSXT's environmental clean-up project at the former Indiana Creosoting Company (ICC) property located at 240 West Country Club Drive, Bloomington, and a proposed groundwater ordinance that the Monroe County Board of Commissioners may consider in the near future in connection with this clean-up.

#### MEETING DATE & TIME:

February 25, 2021 from 5:00 pm to 8:00 pm EST

Meeting Information: <https://arcadisformericcproject.com/> accessed via personal computer, tablet, and/or smart phone.

OR

Call in 312.626.6799, Meeting ID # 936 0229 6006 Passcode # 598942.

If you have any questions about the project, please feel free to contact Mr. Steve Sharp of Arcadis at 1-317-236-2829 or via email at [steve.sharp@arcadis.com](mailto:steve.sharp@arcadis.com). For more information about the project, you can also visit our website at [www.icc.cleanupproject.com](http://www.icc.cleanupproject.com).

## DISCUSSION / QUESTIONS



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

### Executive Summary:

This contract covers the installation of 120 solar panels and related equipment on the new building by the highway garage. Three quotes were requested for this project, Solar Energy Solutions was the low quote and this work was awarded at the May 5th Commissioners meeting.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="2019 GO Bond"/>	<input type="text" value="4812"/>	<input type="text" value="83,268"/>

Presenter:

### Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:





## **Solar Energy Solutions & Monroe County**

DRAFT SCOPE OF SERVICES (03/25/2021)

49.2 kW (DC) solar electric system providing estimated 52,447 kWh yr. production

- Design, engineering and management
- Photovoltaic panels
  - 120 Trina Solar TSM-DEG20MC.20(II) 410W modules
  - Mounted with landscape orientation using EJOT and Everest racking on ENE azimuth metal roof surface
- Inverter
  - SMA inverters with 2017 NEC panel level rapid disconnect compliance and Shade Fix technology
  - Array level production monitoring (Wi-Fi or Cat 5 connected) and alert systems
- Wiring and installation
  - All labour required for installation and commissioning of the system
  - All consumables, small and miscellaneous parts
  - All permitting, inspection, utility administration and fees
- Warranty
  - SES 1-year parts and labour warranty
  - 25-year panel power production warranty
  - 12-year panel materials warranty
  - 10-year inverter warranty (extendable option)
- Presumptions
  - Sales tax exemption status
  - 120V/240V electrical system voltage
  - Non-prevailing wage status
  - No roof vent/penetration movement



**SOLAR ENERGY**  
SOLUTIONS

TOTAL COST INSTALLED AND COMMISSIONED (EXC SALES TAX)

**\$83,228**

Client Signature/Date: \_\_\_\_\_

SES Signature/Date: \_\_\_\_\_



## SOLAR ENERGY INSTALLATION AGREEMENT

This Solar Energy Installation Agreement ("Agreement") made this 5<sup>th</sup> day of May 2021, ("Effective Date") by and between **SOLAR ENERGY SOLUTIONS, LLC**, a Kentucky limited liability company, 1038 Brentwood Ct., Suite B, Lexington, KY 40511 (hereinafter called "Contractor") and Monroe County, Indiana ( hereinafter called "Client").

WHEREAS, the Client wishes to employ the Contractor to design a solar system ("Project") for purpose of producing electricity and/or energy storage at 5850 W. Foster Curry Road, Bloomington, Indiana (the "Location").

### 1. Generalities.

The Contractor shall design the aforementioned system(s) for the Location, hereto specified by the Client as set forth in Attachment A (herinafter called the "Scope of Services"). In situations where prevailing natural disasters, acts of God, wars, governmental actions or Client availability causes the design of a solar or energy storage system to be executed remotely, without direct site inspection, the Contractor reserves the right to amend the "Scope of Services" described in Attachment A subsequent to a formal on-site design review. Any such changes will be by equitable adjustment and this Agreement shall be modified in writing accordingly pursuant to a written change order signed by both parties

### 2. Additional Services.

If requested by the Client, the Client and the Contractor will negotiate for additional services in connection with this Agreement and will set forth any additional services in writing.

### 3. Client's Responsibilities.

The Client shall:

- a. Continue to promptly provide full information as to the Client's needs and requirements for the Project to Contractor or its designatee.
- b. Assist the Contractor by placing at its disposal all available information pertinent to the Work to be performed under the "Scope of Services" described in Attachment A.
- c. Give prompt written notice to the Contractor whenever the Client observes or otherwise becomes aware of any defect (or significant variance) in the Work or apparent non conformance of Work performed in accordance with the "Scope of Services" as set forth in Attachment A, or of any change of circumstances.

### 4. Compensation.

- a. The total compensation to be paid to Contractor for the Work is set forth in Attachment A.
- b. Contractor shall be paid for the Work upon the following schedule:
  - i. Retainer: \$0.00
  - ii. At mobilization 40%: \$33,291.20
  - iii. On final completion 60%: \$49,936.80

- iv. Invoices not paid within thirty (30) days of the invoice due date shall be subject to a late fee of three percent (3%) per month of that invoice's amount, computed at 30 days from the date of invoice. Contractor shall retain title to all equipment installed under the Work and retain its statutory lien rights until paid in full.

5. Time of Completion.

a. The Work to be performed by the Contractor is to be completed as set forth in Attachment A. This completion date may be extended in the event of circumstances beyond the control of the Contractor, including, but not limited to, failure by the Client to make timely payments, war, insurrection or Acts of God. In such circumstances, Contractor will provide a new completion date to Client, in writing, within 30 days of the incident(s) compelling the change of time of completion.

6. Procurement of Licenses and Permits.

The Contractor shall secure all licenses and permits necessary for proper completion of the Work under this Agreement, paying the fees for such licenses and permits.

7. General Provisions.

a. Standards of Performance.

The standard of care for all services performed or furnished by the Contractor under this Agreement will be the care and skill ordinarily used by members of the Contractor's profession, practicing under similar circumstances at the same time and in the same locality.

b. Warranty.

i. LIMITATION OF WARRANTIES. There are no understandings, terms, conditions or warranties other than as specifically set forth herein.

A. LIMITED WARRANTY. Contractor warrants that the Work are as described on Attachment A and delivered under this Agreement will conform to its specifications, and will be free from defects in materials and workmanship as of the date of delivery for a period of three (3) years in relation to residential projects and one (1) year for commercial installs, but no other express warranty is made with respect to the Work. Contractor hereby passes to Client the original manufacturer's warranty of twenty-five (25) years for the power production on the modules and a minimum ten (10) year original manufacturer's warranty for the inverters. All warranty claims must be notified to Contractor in writing by Client within thirty (30) days of discovery giving rise to such claim. Failure to provide such notice shall void the warranty.

B. DISCLAIMER OF IMPLIED WARRANTIES. CONTRACTOR DISCLAIMS ALL IMPLIED WARRANTIES WITH RESPECT TO THE WORK, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FREEDOM FROM INFRINGEMENT CLAIMS, AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE WARRANTY SET FORTH HEREIN.

c. Limitation of Liability.

i. LIMITATION OF CLIENT'S REMEDIES: Contractor's sole and exclusive liability hereunder shall be limited to the obligation to repair or replace only those portions of the Work that have been proven to have failed to meet the written specification at the time of delivery and have failed within the time periods set forth above, or allow credit therefor upon mutual agreement of the parties. Contractor's total cumulative liability in any way arising from or pertaining to any Work shall not in any case exceed the compensation paid by Client for such non-conforming Work. CONTRACTOR WILL NOT BE LIABLE TO CLIENT, ITS CUSTOMERS, EMPLOYEES OR AGENTS, UNDER ANY CLAIM OR CIRCUMSTANCES (INCLUDING WITHOUT LIMITATION ANY CIRCUMSTANCE INVOLVING A FINDING THAT A WARRANTY OR REMEDY HAS FAILED OF ITS ESSENTIAL PURPOSE), WHETHER THE CLAIM SOUNDS IN CONTRACT, TORT OR OTHER LEGAL THEORY, FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING

WITHOUT LIMITATION DAMAGES FOR LOST PROFITS OR REVENUE, LOST SALES, LOST GOODWILL OR LOSS OF USE OF ANY PRODUCT.

Nothing in this section is intended, or would prevent, Client from making claims against the insurance required by this agreement.

ii. LIMITATION OF LIABILITY FOR FAILURE OR DELAY IN DELIVERY. Delivery dates are approximate and are based on conditions existing at the time of commencement of the Work. In no event shall Contractor be responsible or liable for any damages, including special, indirect, incidental or consequential damages arising from any failure or delay in delivery.

iii. LIMITATION OF POWER PRODUCTION GUARANTEES. Contractor does not provide a performance guarantee for the amount of power to be produced from the Work as such performance is conditioned upon meteorological conditions, local vegetative shading and engineering.

d. Changes.

The Client may, at any time by written notice, make changes to the Work provided; however, that if such changes cause an increase or decrease in the Contractor's expenses, or time required, for performance of any services, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly pursuant to a written change order signed by both parties. In the event that the Contractor finds non-visible defects or circumstances which pose a barrier to completion of the installation of the system(s), including but not limited to asbestos, rot and mold (or other environmental conditions), the Contractor will notify the Client of the non-visible defects, so that the parties may negotiate an equitable modification of the terms of this Agreement. In the event the Contractor discovers any non-visible barriers to completion of the installation of the systems, including but not limited to rock preventing ground racking insertion, roof condition, existing code failures and spatial limitations, the Contractor will notify the Client so the parties can negotiate an equitable modification of the terms of this Agreement pursuant to a written change order.

e. Force Majeure

Either Party shall be excused from performance and shall not be in default in respect of any obligation hereunder to the extent that the failure to perform such obligation is due to a Natural Force Majeure Event. Force Majeure events include natural disasters, acts of God, wars, governmental actions, trade sanctions or tariff impositions.

8. Successor and Assigns.

The Client and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect of all covenants of this Agreement; except as above, neither Client nor Contractor shall assign, sublet or transfer its interest in this Agreement without prior written consent of the other. Client recognizes that acceptance of Attachment A by Contractor constitutes prior written consent. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than Client and Contractor.

9. Dispute Resolution.

a. Claims, disputes or other matter in question between the parties to this Agreement shall be first subject to mediation prior to the filing of any arbitration. Mediation is a condition precedent to arbitration. The obligation to mediate is a material and essential provision of this Agreement.

b. Unless otherwise agreed in writing, the Contractor shall carry on the Work and

maintain its progress during any mediation or arbitration, and the Client shall continue to make payments to the Contractor in accordance with this Agreement.

c. Either party may initiate a mediation proceeding by submitting a request in writing to the other party within thirty (30) days after the claim, dispute or other matter in question has arisen.

d. The parties shall endeavor in good faith to mutually agree upon an acceptable mediator. In the event the parties have not agreed upon a mediator within 30 days of the request for mediation, the Contractor shall select a mediator. Each party is to bear its own fees, costs and expenses, of said mediation.

e. In the event that mediation is unsuccessful, the parties shall submit to binding arbitration. This Agreement shall be governed in all aspects by the laws of the Commonwealth of Kentucky. All disputes, if not settled by mediation, which may arise relating to this Agreement, shall be settled according to the arbitration rules of the American Arbitration Association by one (1) arbitrator appointed to settle the dispute. The cost of such arbitration will be divided equally by the parties involved. Arbitration shall be held exclusively in Louisville, Kentucky and the decision of the arbitrator shall be binding on both parties. The prevailing party shall have the right to enforce such decision in the state or Federal courts sitting in Jefferson County, Kentucky, and each party submits to the exclusive jurisdiction thereof. Each party waives any defense of forum non-conveniens, or like defense. The decision of the arbitrator shall be final and obligatory for both parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses incurred in mediation or arbitration from the losing party.

#### 10. Indemnity.

a. Subject to the provisions and limitations set forth in Sections 7(b) and (c) of this Agreement, the Contractor shall hold harmless and indemnify the Client and his officials, agents, and employees against any and all claims, loss, damage, injury, fines, penalties, and costs, including reasonable court costs and attorney fees, arising out of or caused by the Contractor's intentional, wilful, wanton, reckless, or negligent acts, errors, or omissions in the Contractor's performance under this Agreement, including the actions, errors, or omissions of the Contractor's officials, agents, or employees in performance under this Agreement.

b. The Client shall hold harmless and indemnify the Contractor and its officials, agents, and employees against any and all claims, loss, damage, injury, fines, penalties, and costs, including reasonable court costs and attorney fees, arising out of or caused by the Client's intentional, wilful, wanton, reckless, or negligent acts, errors, or omissions in the Client's performance under this Agreement, including the actions, errors, or omissions of the Client's officials, agents, or employees in performance under this Agreement.

#### 11. Termination.

Either party may terminate this Agreement in whole or in part after giving written notice of termination (specifying specific portions being terminated, if terminated in part,) at least thirty (30) days before date of termination. The Client may terminate this Agreement at any time by giving thirty days (30) notice to the Contractor. If this Agreement is terminated, the Contractor shall be compensated for Work actually performed and expense(s) incurred by Contractor up to the date of termination, including administrative, design Work or Work subrogated to other parties.

#### 12. Counterparts.

This Agreement may be executed in two or more original or facsimile counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same Agreement.

13. Complete Agreement.

This Agreement constitutes the entire Agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior oral or written Agreements and understandings relating to the subject matter hereof.

14. Construction.

Should any provision of the Agreement require interpretation or construction, it is agreed by the parties hereto that the Court, administrative body or other entity interpreting on construing this Agreement shall not apply a presumption that the provision hereof shall be more strictly construed against one party than another by reason of the rule of construction that a document is to be more strictly construed against the party who itself or through its agent prepared the same. The headings of sections and subsections are convenience only and shall not affect or control the meaning or construction of any of the provisions of this Agreement.

15. Notices.

All notices, requests, demands, or other communications required under this Agreement shall be made in writing and shall be served by hand delivery or by placing such in the United States Mail, certified mail, return receipt requested and bearing adequate postage. Each notice shall be effective upon receipt.

16. Confidentiality.

The Client shall not disclose nor permit disclosure of any information specifically designated by the Contractor as confidential or proprietary, except to its employees and other sub-consultants who need such information in order to properly execute the services of this Agreement. If the Contractor determines the Client has informed the Contractor's competitors of processes proprietary to the Contractor, the Contractor can file suit to request mediation or court award of any damages incurred.

17. Ownership of Work Product.

The Contractor shall continue to be the owner of all drawings, electronic media files, reports and other material provided to the Client unless otherwise agreed in writing. The Contractor may keep copies of all Work products. In the event that the Client should use any Work product from this Agreement on any future Projects unrelated to (or outside the scope or) the subject of this Agreement, the Client shall assume full responsibility for such use and shall hold the Contractor harmless from any claims, lawsuits or challenges to such subsequent use or performance. The Contractor shall have the right to change appropriate royalty fees from the Client for the additional use thereof. The Contractor shall have the right to display and distribute images of the system(s) as installed for purposes of advertising, promotion or subsequent research and development.

18. Waiver.

No waiver by either party of any default or non-performance by either party shall be considered a waiver of any subsequent default or non-performance.

19. Records Retention.

All records related to this Agreement shall be retained by both parties for a period of four (4) years after the conclusion of this Agreement. Records relating to any claim arising out of the performance of this Agreement or costs and expenses of this Agreement to which exception has been taken by either party shall be retained by the other party until the claim has been resolved.

20. Severability.

In the event that any term, provision or covenant hereunder shall be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable by any party and the invalid unenforceable covenant shall automatically be deemed modified and amended to provide the maximum rights available under applicable law to the party who is the beneficiary of the covenant in question.

21. Authority of Parties.

The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

22. Right To Cancel.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

23. Liability Insurance.

Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.

24. Compliance with Law.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

1st of 2 Signatures Required



CLIENT:

SOLAR ENERGY SOLUTIONS LLC

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

By:

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

Title:

Address: \_\_\_\_\_  
\_\_\_\_\_

Date:

Install address (if different): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact phone #: \_\_\_\_\_

Contact email: \_\_\_\_\_

2nd Signature - Attachement A  
Next Page



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

### Executive Summary:

Recently the State legislature approved SB 5, which required creation of an appeals process for appealing Health Emergency Health Enforcement Action. This ordinance creates that process.

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

Presenter:

### Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

## **ORDINANCE 2021-20**

An ordinance to add Chapter 3-- of the Monroe County Code concerning Emergency Health Order Enforcement Action Appeal.

**WHEREAS**, the Monroe County Commissioners desire to revise Chapter of the Monroe County Code to reflect changes in State Law; and,

**WHEREAS**, the Monroe County Commissioners find that the proposed amendments would promote the health, safety, comfort and general welfare of the citizens of Monroe County.

**NOW, THEREFORE**, be it ordained by the Board of Commissioners of Monroe County, Indiana that Chapter is added to read as follows:

### **CHAPTER**

#### **EMERGENCY HEALTH ORDER ENFORCEMENT ACTION APPEAL PROCEDURES**

**3--1.           Applicability**

This Chapter only applies to enforcement action, as defined under IC 16-18-2-114.8, issued or taken by the Monroe County Board of health or local health officer in response to:

- (A)    A declared local public health emergency determined by the local health department or local health officer; or
- (B)    A disaster emergency declared by the governor under IC 10-14-3-12.

**3—2.           Appeal Requirements**

- (A)    The appeal must be received by the Monroe County Auditor not more than seven (7) days from the date of issuance by the enforcement action.
- (B)    The appeal must be in writing, must state the name of the person appealing, that person's address, home and work telephone numbers, and the issues which are the basis of the appeal. The appeal must be signed, subject to the penalties for perjury, by the person appealing. A copy of the written health enforcement action must be attached to the appeal.
- (C)    The Auditor shall, upon request, provide assistance in physically writing the appeal. However, the Auditor is not responsible for the content of the appeal and has no duty to advise the person appealing how the appeal should be written.
- (D)    If the Auditor has physically written the appeal, the Auditor shall read its text to the person appealing before the person signs it.
- (F)    If signature is by the mark of the person appealing, the mark shall be witnessed

by the Auditor or a notary public.

- (G) The appeal need not be in any particular form, but a form will be provided for the convenience of those who choose to use it.

**3---3. Determination of Hearing—consolidation of appeals**

Within fifteen (15) days of receipt of the appeal, the County Commissioners may determine whether to hear the appeal based upon the criteria listed in section 4 of this chapter. If the Commissioners determine to hear the appeal, notice will be sent to the Health Department and to the person's email, if provided, and home address. The notice will state the time and place for the public meeting where the appeal will take place. Such hearing will be within fifteen (15) days of the determination. If the Commissioners determine deny a hearing on the appeal, notice of denial shall be issued in the same manner. If not determination is made within 15 days of application, the appeal is deemed denied.

If two or more appeals are filed from the same order or involve common questions of law and fact. The appellant or Health Department may request consolidation of the appeals, such request must be in writing, at least 7 days before the scheduled hearing date, with notice of the request sent to all parties by the requestor. The Commissioners can, after reviewing the request, may consolidate the appeals.

Except during the hearing, either party may only share information with the County Commissioners in writing, a copy of the writing must be shared with all parties.

**3---4. Order of Hearing**

The order of the hearing shall be as follows:

- (A) The person appealing (hereafter, the "Appellant") shall present the basis for the appeal, and call any witnesses in support of the appeal.
- (B) The Health Department shall have the opportunity to question the appellant and supporting witnesses at the conclusion of each witness's presentation.
- (C) The Health Department shall have the opportunity to respond and call witnesses.
- (D) The appellant shall have the opportunity to question the Health Department and the Health Department's witnesses at the conclusion of each witness's presentation.
- (E) The Commissioners, or their designated hearing officer, shall have the right to question any participant at any point during the hearing.
- (F) The hearing shall be informal, and legal rules of evidence shall not apply.

**3---5. Standards of Review**

In accordance with IC 16-20-5.5:

In determining the hearing an appeal, the Board of Commissioners or hearing officer shall

be governed by the Emergency Health Order issued by the Health Officer or Health Board, and approved by the County Commissioners. The Commissioners shall review each appeal to determine if implementation of the order causes harm due to any one of the following:

1. Enforcing the health order would have an inverse impact to individuals experiencing a disability,
2. The appellant has a compelling interest that justifies deviation from the health order and have taken measures that insures public health; or,
3. Appellant appeals that no violation of the emergency health order occurred.

**3--6. Subpoena**

A subpoena of a witness or for production of evidence may be issued by the President of the Board of Commissioners if requested by the appellant or the Health Department. The Commissioners may apply for an order from the Monroe Circuit Court to enforce the subpoena.

**3--7. Attendance Requirements**

- (A) The appellant must be present at a hearing conducted by the Board of Commissioners or a hearing officer.
- (B) The Health Department shall be notified in writing of the hearing date and time pursuant to section, but the failure of the Health Department or the Department's representative to be present is not a cause for postponement of the hearing unless the Health Department requests and is granted a continuance.
- (C) A continuance requested by the Health Department does not reduce the period required for a written decision by the Commissioners.

**3--8. Decision Requirements--Hearing**

The Board of Commissioners, following any hearing under this chapter, shall issue a written decision that must:

Appear in the official records of the board;

- (1) Be issued to the appellant and the Health Department not more than fifteen (15) working days following the date of the hearing;
- (2) State the legal and factual basis for the decision;
- (3) Advise the appellant and the Health Department of the right to judicial review; and

All records of concerning a request for appeal and any documentation resulting from the investigation and hearing of the appeal, including the determination, shall be maintained by the Auditor's office.

**3--9. Hearing Officer Appointment**

(A) In the event a majority of the Board of Commissioners is unable to hear an appeal under this Chapter, any single Commissioner is authorized to act as the Hearing Officer.

(B) The Commissioners' Attorney, or in his absence, any member of the Legal Department is appointed review officer for the purpose of screening appeal requests which he/she determines, following screening, are seriously procedurally deficient, such as those filed more than seven (7) days from the date of issuance by the enforcement action or those which are unsigned,

Adopted this \_\_\_\_ day of May, 2021.

**MONROE COUNTY BOARD OF COMMISSIONERS**

**"YEAS"**

**"NAYS"**

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

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

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

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

\_\_\_\_\_  
Penny Githens, Commissioner

\_\_\_\_\_  
Penny Githens, Commissioner

**ATTEST:**

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



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:

Vendor #

### Executive Summary:

On Thursday, April 29th, Monroe County received notice that we were awarded a project in the Community Crossing Matching Grant Program. The project is for a bridge rehabilitation for Rogers Street, Bridge #908. The bridge is located just north of 11th Street. The total cost of the project is approximately \$814,000.00. Monroe County was awarded \$407,000.00 for the bridge project. The project will be completed in 2021.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Cumulative Bridge"/>	<input type="text" value="1135"/>	<input type="text" value="\$407,000.00"/>

Presenter:

### Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

## Monroe County Board of Commissioners Agenda Request - Grant

### REQUIRED

Federal Agency  Federal Program

CFDA#  Federal Award Number and Year (or other ID)

Pass Through Entity:

Request completed by:

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

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



## LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT

Contract # A249-21-LG210135

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Department of Transportation (the "State") and Monroe County, a Local Unit, (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

**1. Purpose of this Grant Agreement; Funding Source.** The purpose of this Grant Agreement is to enable the State to award a Grant of \$407,000.00 (the "Grant"), representing **50%** of the eligible costs of the project (the "Project") described in Attachment A of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 8-23-30 establishing the authority to make this Grant,

### FUNDING SOURCE:

State Funds: Program Title: Local Road and Bridge Matching Grant Fund (I.C. § 8-23-30).

### 2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as 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 Grantee.

C. The Grantee has committed matching funds from one of the following revenue sources in accordance with Ind. Code § 8-23-30-3: (1) any money the local unit is authorized to use for a local road or bridge project; (2) special distribution of local income tax under Ind. Code § 6-3.6-9-17; or (3) local rainy day fund under Ind. Code § 36-1-8-5.1.

D. The Grantee uses an approved transportation asset management plan on file with the State.

### 3. Implementation of and Reporting on the Project.

The Grantee shall implement and complete the Project in accordance with Attachment A and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

**4. Term.** This Grant Agreement commences on the date approved by the State Budget Agency, and shall remain in effect for two (2) years. Unless otherwise provided herein, it may be extended upon the written

agreement of the parties and in conformance with Ind. Code § 5-22-17-4, and as permitted by Ind. Code § 8-23-30.

The Grantee understands that the Grantee must procure materials and/or a contractor for the Project no later than four (4) months from the date of the award letter, attached hereto as Attachment B and incorporated fully herein. If the Grantee fails to procure a contractor by four (4) months from the date of the award letter, the Grantee forfeits the Grant, the grant funds shall not be distributed to the Grantee, but shall be redistributed as all other funds under Indiana Code § 8-23-30.

**5. Grant Funding.** Pursuant to Ind. Code § 8-23-30, the Grantee agrees to the following:

A. It may use the State funds only for the Project described in Attachment A;

B. If it uses the grant funds for any purpose other than construction of the Project as described in Attachment A, the Grantee:

- i. must immediately repay all grant funds provided to the State; and
- ii. may not participate in the grant program during the succeeding calendar year.

C. It shall provide local matching funds equal to not less than 50% of the estimated project cost;

D. Disbursement of grant funds will not be made until the Grantee's submission of an accepted/awarded Project Material Bid and/or an executed contract with the contractor;

E. The State's participation in the Project is strictly limited to the grant funds awarded herein. The Grantee understands and agrees that the State is under no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional Project expenses of any kind.

**6. Payment of Claims.**

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of local funds.

C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. Pursuant to Ind. Code § 8-23-30, Local Road and Bridge Grant Funds made available to the Grantee by the State will be used to pay the Grantee for up to 50% of the eligible Project costs and not more than \$1 million. The maximum amount of state funds allocated to the Project is \$407,000.00. The Grantee

understands that maximum amount of Local Road and Bridge Grant funds may not exceed more than \$1 million for all qualifying projects the Grantee may have in a calendar year.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

F. Pursuant to Ind. Code § 8-23-30-3, the Grantee's 50% match shall be paid from one of the identified revenue sources. The remainder of the Project costs greater than the total of the State's grant and the Grantee's 50% match shall be borne by the Grantee and may be paid how the Grantee chooses. In the interest of clarity and to avoid misunderstanding, the State shall not pay the Grantee for any costs relating to the Project except as specifically provided herein, unless the Parties enter into an amendment to this Grant Agreement.

**7. Project Monitoring by the State.** The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in Attachment A, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

**8. Compliance with Audit and Reporting Requirements; Maintenance of Records.**

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. The Grantee shall file the annual financial report required by Ind. Code § 5-11-1-4 in accordance with the State Board of Accounts Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources. All grant documentation shall be retained and made available to the State Board of Accounts if and when requested.

D. A final audit construction invoice detailing the actual costs of construction and proof of payment to the contractor must be submitted to the State within thirty (30) days of completion of the Project. If for any reason, including overpayment of grant funds to the Grantee, the Grantee is required to repay to the State the sum or sums of state funds paid to the Grantee under the terms of this Grant Agreement, then the Grantee shall repay to the State such sum or sums within forty-five (45) days after receipt of a billing from the State.

Payment for any and all costs incurred by the Grantee which are not eligible for state funding shall be the sole obligation of the Grantee.

E. If for any reason the State finds noncompliance and requires a repayment of state funds previously paid to the Grantee, the Grantee is required to submit such sum or sums within thirty (30) days after receipt of a billing from the State. If the Grantee has not paid the full amount due within sixty (60) calendar days past the due date, the State may proceed in accordance with Ind. Code § 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the Grantee's allocation of the Motor Vehicle Highway Account to the State's Local Road and Bridge Matching Grant Fund account until the amount due has been repaid.

#### 9. Compliance with Laws.

A. The Grantee 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 thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee 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 Grantee 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 Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee 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 Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project 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 for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, 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 Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, 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 this Grant Agreement

#### **10. Debarment and Suspension.**

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant 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 Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

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

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

- A. 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 Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee'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; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(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) take appropriate personnel action against the employee, up to and including termination; or (2) require 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
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**12. Employment Eligibility Verification.** As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

**13. Funding Cancellation.** 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 performance of this Grant Agreement, it 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.

**14. Governing Law.** This Grant 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.

**15. Information Technology Accessibility Standards.** Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

**16. Insurance.** The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

**17. Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant 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 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"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee 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.

**18. Notice to Parties.** Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Office of LPA/MPO and Grant Administration  
Attention: Director of LPA/MPO and Grant Administration  
100 North Senate Avenue, Room N758 - Local Programs  
Indianapolis, IN 46204  
E-mail: [indotlpampo@indot.in.gov](mailto:indotlpampo@indot.in.gov)

With a copy to:

Chief Legal Counsel/Deputy Commissioner  
Indiana Department of Transportation  
100 N. Senate Avenue, Room N758  
Indianapolis, IN 46204-2216

- B. Notices to the State regarding project management shall be sent to respective District Office:

Kayti Adams  
Seymour District  
185 Agrico Lane  
Seymour, IN 47274  
Email: kadams@indot.in.gov

- C. Notices to the Grantee shall be sent to:

Monroe County  
ATTN: Julie Thomas  
100 W. Kirkwood Avenue  
BLOOMINGTON, IN 47404  
Email: jthomas@co.monroe.in.us

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

**19. Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) this Grant Agreement, (2) Exhibits prepared by the State, (3) Invitation to Apply for Grant; (4) the Grant Application; and (5) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

**20. Public Record.** The Contractor acknowledges that the State will not treat this Grant as containing confidential information, and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

**21. Termination for Breach.**

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

**22. Termination for Convenience.** Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.



23. **Travel.** No expenses for travel will be reimbursed unless specifically authorized by this Grant.

24. **Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties.** The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

25. **State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2019 OAG/IDOA Professional Services Contract Manual* or the *2019 SCM Template*) in any way except as follows: Payment of Claims; the Compliance with Audit and Reporting Requirements; Maintenance of Records were modified to include statutory and program requirements.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. 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 Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.

AGREEMENT TO USE ELECTRONIC SIGNATURES

(Applicable to only to Grant Agreements processed through SCM)

In Witness Whereof, the Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

[Grantee] Monroe County

Indiana Department of Transportation

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

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

\_\_\_\_\_  
Name and Title, Printed

\_\_\_\_\_  
(for)

Joseph McGuinness, Commissioner

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

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

Approved by:

Indiana Department of Administration

Approved by:

State Budget Agency

By: \_\_\_\_\_ (for)

Lesley A. Crane, Commissioner

By: \_\_\_\_\_ (for)

Zachary Q. Jackson, Director

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

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

APPROVED as to Form and Legality:

Office of the Attorney General

By: \_\_\_\_\_ (for)

Curtis T. Hill, Jr., Attorney General

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

Form approval has been granted by the

Office of the Attorney General pursuant to

IC 4-13-2-14.3(e) on November 24, 2020

FA 20-89

This instrument was prepared by the undersigned attorney:

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

\_\_\_\_\_  
Attorney:  
Indiana Department of Transportation  
100 N. Senate Avenue  
Indianapolis, IN 46204

ATTACHMENT A

PROJECT DESCRIPTION

Des No: 2100427  
Program: Local Roads and Bridges Matching Grants  
Type of Project: Bridge Deck Overlay

Location:

Route Name	From	To
Rogers Street	11th Street	13th Street

Application ID: 10371

A general scope/description of the Project is as follows:

Project will extend approximately 170' south and 170' north of the bridge. Project located approximately 0.1 miles north of 11th Street. The scope of the project will consist of rehabilitation of the existing bridge and portions of the approach roadway. A bridge deck overlay will be placed over the existing deck. New approach slabs will be constructed to replace the cracked and deteriorated existing approach slabs. The sidewalks and curb and gutters will be replaced within the incidental limits. The existing damaged guardrail will be replaced. Protective fencing along the existing bridge railing. The existing end bents will be converted to semi-integral. All work will meet current INDOT standard within the project limits and tapered to match existing conditions. The proposed roadway geometry and alignment will be maintained to minimize to overall impacts of the project.

**The maximum amount of state funds allocated to the Project is \$407,000.00**

ATTACHMENT B

AWARD LETTER



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue  
Room N758 - Local Programs  
Indianapolis, Indiana 46204

PHONE: (317) 233-3680  
FAX: (317) 234-8365

Eric Holcomb, Governor  
Joe McGuinness, Commissioner

April 29, 2021

Monroe County  
Julie Thomas  
100 W. Kirkwood Avenue  
Bloomington, IN 47404

RE: Community Crossing Matching Grant Fund 2021-1 Award Letter

Dear Julie Thomas:

The Indiana Department of Transportation (INDOT) has completed the review and selection of projects for funding in the 2021-1 Community Crossings Matching Grant Fund Program. Your community has preliminarily been awarded Community Crossings Matching Grant Funds based upon your estimates the following:

Application ID	Preliminary Awarded Amount	Location Priority
10371	\$407,000.00	All
<b>TOTAL</b>	<b>\$407,000.00</b>	

Preliminary award amounts are contingent upon the following:

- INDOT must receive a copy of the fully-executed contract with a contractor or material supplier.
- Contractor/material supply contracts must be submitted no later than four (4) months from the date of this award letter. Failure to meet this date will result in the forfeiture of your funds.
- Local Public Agency (LPA) must sign and return the LPA-INDOT Grant Agreement no later than two (2) months from the date of this award letter. Signatures cannot be over 30 days old once it reaches the INDOT LPA/MPO Division Office located in Indianapolis. Failure to meet this will result in forfeiture of your funds.
- Once all documentation listed above is received, reviewed, and contracts fully executed INDOT will transfer the agreed upon contract amount into your account.

The Community Crossings Matching Grant Funds, which are administered by INDOT, will be used for funding up to 50 percent of the construction of your project or the purchase of materials. These grant dollars will enable you to help build and improve Indiana's infrastructure.

If you have any questions, please contact Kayti Adams, (812) 524-3969 or [kadams@indot.in.gov](mailto:kadams@indot.in.gov).

The state of Indiana looks forward to partnering with all Hoosier communities, both urban and rural, to invest in road and bridge infrastructure projects. Improvement to local roads and bridges will bring about economic development, create jobs, and strengthen local transportation networks for all of Indiana.

Sincerely,

Director of Local Programs  
Indiana Department of Transportation

***SUPPLEMENTARY SIGNATURES***

[Grantee]

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

\_\_\_\_\_  
Name and Title, Printed

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

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

\_\_\_\_\_  
Name and Title, Printed

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

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

\_\_\_\_\_  
Name and Title, Printed

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

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

\_\_\_\_\_  
Name and Title, Printed

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

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

\_\_\_\_\_  
Name and Title, Printed

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

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

\_\_\_\_\_  
Name and Title, Printed

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

ATTEST:

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

\_\_\_\_\_  
Name and Title, Printed

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



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

### Executive Summary:

The agreement are for services as-needed. From time to time we will need more extensive engineering assessments on development plans for review. The plans will be reviewed for compliance with existing local ordinances and related standards. The agreement will be for outsourcing this review when needed as a technical resource for Monroe County.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Stormwater"/>	<input type="text" value="1197"/>	<input type="text" value="TBD"/>

Presenter:

### Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text" value="Kelsey Thetonia"/>	<input type="text" value="812-349-2499"/>

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

Attorney who reviewed:



April 30, 2021

Kelsey Thetonia, CPESC, SESSWI  
Monroe County Highway Department  
501 N. Morton St., Ste. 216  
Bloomington, IN 47404

Subject: **Plan Review Services**  
**Professional Services Proposal**

Dear Kelsey:

Christopher B. Burke Engineering, LLC (Burke) is pleased to provide this proposal for professional engineering services related to private development plan reviews for projects within Monroe County. The following is our understanding of the assignment, scope of services, and estimated fee in support of the project.

#### UNDERSTANDING OF ASSIGNMENT

It is our understanding that Monroe County receives, from time to time, a variety of development plans for review and approval. These plans are reviewed for compliance with existing local ordinances and related standards. It is also our understanding that you desire to occasionally outsource these reviews and have an on-call, technical resource to address the issues brought forth in these reviews.

#### SCOPE OF SERVICES

The proposed activities under this agreement would potentially include collecting and evaluating submitted development plan information; collecting additional local agency information; evaluating the technical merit of the proposed development plan in compliance with Monroe County ordinances and standards; coordinating the review and response documents for the proposed development project.

Burke staff would also be available for necessary office, field and public meetings and similar support functions. Based on our experience with other similar communities, Burke staff is also often asked to assist with the development of administrative documents such as checklists and ordinance amendments that help the local technical community with development project submissions.

#### ESTIMATED FEE

Burke proposes to provide these services at the rate of \$110.00 per hour. It is understood that these rates will be applicable for the services and related tasks described in this proposal only. We will bill you monthly, based on the number of hours of staff involvement and direct expenses incurred in that month, broken down by job and task.

We propose to establish our contract in accordance with the attached standard general terms and conditions. These general terms and conditions are expressly incorporated into and are an integral part of this contract for professional services.



If this proposal meets with your approval, please sign where indicated and return an executed original to us as our notice to proceed. The executed proposal, along with the estimated fee and the attached general terms and conditions constitute the whole of our agreement. Any modification to any part of this agreement without prior acknowledgement and consent by Burke will make null and void this agreement.

Burke affirms under penalties for perjury that the Consultant does not knowingly employ an unauthorized alien.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please contact me or Kerry Daily at the number listed above if you have any questions.

Sincerely,



Jon D. Stolz, PE  
Managing Vice President

**THIS PROPOSAL, ESTIMATED FEE AND GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY THE MONROE COUNTY BOARD OF COMMISSIONERS:**

Signature: \_\_\_\_\_  
Julie Thomas, President

Signature: \_\_\_\_\_  
Lee Jones, Vice President

Signature: \_\_\_\_\_  
Penny Githens

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

Enclosures: General Terms and Conditions



1. **Relationship between Engineer and Client:** Christopher B. Burke Engineering, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered in into any joint venture or partnership with the other. Engineer shall set its own working hours and conditions, provide its own working facilities, and generally, manage its own work. The Engineer shall not be considered to be the agent of the Client. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Engineer shall be responsible for providing all necessary unemployment and worker's compensation insurance for the Engineer's employees. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, cause of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. **Responsibility of the Engineer:** Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.
3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Upon receipt of a written termination notice, the Engineer shall cease all work under the Agreement except such work as may be necessary to bring tasks in progress to a reasonable conclusion, to the extent that such work can be accomplished within thirty (30) days; alternatively, the parties may agree on additional work that should be performed prior to the conclusion of work under the contract. Engineer shall then render a final billing to Client, based on work actually performed, and the Client shall pay that bill in accordance with the payment procedures of this Agreement. There shall be no penalty for termination for the convenience of Client pursuant to this section. Upon termination of the Agreement, Engineer shall promptly deliver all documents and materials that were prepared under this Agreement prior to termination to Client.

5. **Documents Delivered to Client:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be considered “work for hire” and shall be delivered to the Client. The Engineer transfers any ownership claim to the Client and all such materials will be the property of the Client. Engineer shall have the right to retain copies of all Project Documents and drawings for its files. Client shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement. Unless otherwise specified in writing by Client, Engineer may presume that any paper, electronic, or other document delivered to Client is a public record.
6. **Standard of Practice:** The Engineer will strive to conduct services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
7. **Compliance with Laws:** The Engineer will comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

The Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the Project Documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer’s Scope of Service and compensated for accordingly.

8. **Indemnification/Insurance:** Engineer shall, indemnify, and hold harmless the Client, its officers, agents, and employees, from reasonable claims, demands, damages, costs, expenses, or other liability to the proportionate extent that those damages arise out of the Engineer’s negligent acts or omissions or any willful misconduct on the part of the Engineer or its agents, or employees, or subcontractors directly responsible to it, including those losses that are covered by insurance, except that the above shall not apply to the negligence or willful misconduct of the Client, the Client’s officers, agents, or employees. This indemnification provision shall apply even if there is concurrent or joint negligence of the Engineer and the Client and/or the Client’s officers, agents, or employees.

During the performance of any and all services under this Agreement, Engineer shall maintain the following insurance in full force and effect:

- A. Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate;
- B. Automobile Liability Insurance, including non-owned auto coverage, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident;
- C. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate; and,
- D. Worker’s Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana and shall contain waivers of subrogation. The Client, its officers, agents, and

employees shall be named as insured under the commercial general liability policy and that policy shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the Client will be called upon to contribute to a loss hereunder.

Engineer shall provide evidence of each insurance policy to the Client prior to the commencement of work under the Agreement. The Client shall be given thirty days, unqualified written notice prior to any cancellation thereof. Approval of the insurance by the Client shall not relieve or decrease the extent to which Engineer may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. Engineer's failure or refusal to procure or maintain the required insurance coverage or to provide the Client with proof of the required coverage shall be deemed a material breach of this Agreement.

9. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the contractor(s) method of determining process, or over competitive bidding or market conditions, its opinions of probable Project construction cost provided for herein are to be made on the basis of its experience and qualifications and represent its judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by it. If prior to the bidding or negotiation phase, Client wishes greater accuracy as to the construction cost, the Client shall employ an independent cost estimator consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
10. **Governing Law & Dispute Resolution:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by Item 9 of this Agreement, together with the laws of the State of Indiana.  
  
The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by informal negotiation.
11. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
12. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
13. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth or incorporated herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter thereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

14. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement."
15. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, county or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
16. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
17. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
18. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property as necessary for Engineer to fulfill its obligations under this Agreement, including the preparation of applications for any permits and approvals within the scope of this Agreement. All necessary approvals and permits required from all governmental authorities having jurisdiction over the Project and not included within the scope of this Agreement, may be obtained by the Client or may be obtained by the Engineer under an Amendment to the Agreement.
19. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party. Contact information, including email addresses for each authorized representative shall be exchanged in a timely manner.
20. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or other such address as either party shall hereafter furnish to the other party by written notice as herein provided. A copy of the notice or designation shall be emailed to the receiving party's authorized representative contemporaneously with the mailing of the notice or designation.
21. **Client's Responsibilities:** The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.
22. **Payment:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt.

*Collection Costs.* In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due.

*Suspension of Services.* If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for

any costs or damages as a result of such suspension caused by any breach of the Agreement by the Client.

23. **Nondiscrimination:** Pursuant to the Indiana Civil Rights Law, specifically including Ind. Code 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Engineer covenants that it will 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 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"). Furthermore, Engineer certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.
24. **Maintaining a Drug-Free Workplace:** The Engineer hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Engineer will give written notice to the Client within ten (10) days after receiving actual notice that an employee of the Engineer in 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 payments under this Agreement, termination of this Agreement and/or debarment of contracting opportunities with the Client for up to three (3) years.
25. **Non-Collusion and Acceptance:** The undersigned attests, subject to the penalties for perjury, that he/she is the representative, agent, member or officer of the Engineer who is properly authorized to make this affirmation on behalf of the Engineer, that he/she has not, nor has any other member, employee, representative, agent or officer of the Engineer, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she or any of them, have not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Contract.
26. **E-Verify Affidavit:** As required by Ind.Code 22-5-1.7-11, the Engineer is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The undersigned attests, subject to the penalties for perjury, that he/she is the representative, agent, member or officer of the Engineer who is properly authorized to make this affirmation on behalf of the Engineer, and that the Engineer does not knowingly employ an unauthorized alien. The undersigned further affirms that the Engineer will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.
27. **Authority to Bind Engineer:** The signatory for the Engineer represents that he/she has been duly authorized to execute this Agreement on behalf of the Engineer and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the Engineer when his/her signature is affixed, and accepted by the Client.
28. **Monroe County Code:** Where applicable the Engineer will strive to comply with relevant provisions of Monroe County Code (MCC CH 266 & 296), Title VI, and ADA Transition Plans.

February 23, 2010-INDIANA  
*Modified for Monroe County, May 7, 2021*



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

### Executive Summary:

Monroe County has an existing on-call hourly agreement with Beam, Longest and Neff, L.L.C. We are wanting to use BLN's services for preliminary work on Bridge #83, Dillman Road and Bridge #913, Business 37 North. These are both historic bridges and will extra time in setting up their replacement in future years.

Bridge #83 Cost- \$28,200.00  
Bridge #913 Cost- \$21,800.00

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Cumulative Bridge"/>	<input type="text" value="1135"/>	<input type="text" value="\$50,000.00"/>

Presenter:

### Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

FEE JUSTIFICATION EXHIBIT

SCOPE OF WORK

OWNER: Monroe County  
PROJECT: Bridges 83 & 913  
DESCRIPTION: Preliminary Historic Bridge Alternatives Analysis Report

BRIDGE PLAN DEVELOPMENT

**Bridge 83:** The project includes the replacement of the non-select steel pony truss bridge carrying Dillman Road over Clear Creek. A Preliminary Historic Bridge Alternatives Analysis will be performed to assist the County in applying for future federal funds administered through INDOT. This report can be updated for the Final Historic Bridge Alternatives Analysis Report and be included in the Section 106. The Alternatives Analysis will include all alternates A through F outlined in INDOT's Cultural Resources Manual.

**Bridge 913:** The project includes the replacement of the select steel pony truss bridge carrying Business 37 North over Beanblossom Creek. A Preliminary Historic Bridge Alternatives Analysis will be performed to assist the County in applying for future federal funds administered through INDOT. This report can be updated for the Final Historic Bridge Alternatives Analysis Report and be included in the Section 106. The Alternatives Analysis will include all alternates A through B2 outlined in INDOT's Cultural Resources Manual.

It is proposed that the services be compensated on an hourly basis in accordance with the following fee schedule:

Bridge 83	\$28,200.00
Bridge 913	\$21,800.00

All other required or requested services will be performed on an hourly basis. In addition, all work will be performed under the general engineering contract between Monroe County, Indiana and Beam, Longest and Neff, L.L.C.

BOARD OF COUNTY COMMISSIONERS  
MONROE COUNTY, INDIANA

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Attest:

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PRELIMINARY ALTERNATIVE ANALYSIS REPORT  
FEE JUSTIFICATION EXHIBIT

Monroe 83  
Bridge Replacement  
in Monroe County, Indiana  
Consultant: BEAM, LONGEST AND NEFF, L.L.C.

Item	Dept. Manager	Project Manager	Project Engineer	CAD Technician	TOTAL
<b>EXISTING STRUCTURE DATA</b>					
Identification/History			2		
Structure/Dimensions			2		
Appurtnances			1		
Approaches			1		
Section Check		2			
<b>EXISTING CONDITIONS</b>					
Bridge Deck			2		
Superstructure			2		
Substructure and Foundations			2		
Approaches			2		
Slopedwalls					
Section Check		2			
<b>PURPOSE AND NEED</b>					
Background		2			
Purpose		1			
Need		1			
Other Goals/Objective		1			
Section Check			2		
<b>DEVELOP PROJECT ALTERNATIVES</b>					
A. No Build / Do Nothing		1			
B1. Rehab for Continued Vehicle Use (Meeting Standards)		4	8		
B2. Rehab for Continued Vehicle Use (NOT Meeting Standards)		2	4		
C1. Rehab for Continued Vehicle Use (One-Way Pair) (Meeting Standards)		4	8		
C2. Rehab for Continued Vehicle Use (One-Way Pair) (NOT Meeting Standards)		2	4		
D. Bypass (non-vehicular use)/Build New Structure		2	4		
E. Relocation of Bridge and New Bridge Construction		2	4		
F. Replacement - Demolition of Bridge and New Bridge Construction		4	8		
<b>MINIMIZATION AND MITIGATION</b>					
Minimization			1		
Bridge Marketing			1		
Mitigation			1		
Section Check		1			
<b>PRELIMINARY PREFERRED ALTERNATIVE</b>					
Alternative Analysis Table		4	8		
<b>WRITE ALTERNATIVE ANALYSIS REPORT</b>					
Location Map			1		
Photographs			4		
Drawings			4	8	
Cost Estimates		8	16		
Complete assembly of report		2	4		
QA/QC	4				
<b>Total Hours</b>	<b>4</b>	<b>45</b>	<b>96</b>	<b>8</b>	<b>153</b>
<b>Hourly Billing Rate</b>	<b>\$295.00</b>	<b>\$225.00</b>	<b>\$165.00</b>	<b>\$120.00</b>	
<b>Total Labor</b>	<b>\$1,180.00</b>	<b>\$10,125.00</b>	<b>\$15,840.00</b>	<b>\$960.00</b>	<b>\$28,105.00</b>
<b>Direct Non-Salary Costs</b>					<b>\$79.50</b>
<b>Total</b>					<b>\$28,184.50</b>
<b>USE</b>					<b>\$28,200.00</b>

**PRELIMINARY ALTERNATIVE ANALYSIS REPORT  
DIRECT NON-SALARY COSTS**

**Monroe 83  
Bridge Replacement  
in Monroe County, Indiana**

TRAVEL

1 trips x	150 miles (two ways)	\$0.380 /mile	=	\$57.00
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PRINTING

Prelim. Field Check Plans:	0 sheets	0 sets =	0 sheets
Public Hearing Plans:	0 sheets	0 sets =	0 sheets
R/W Check Prints:	0 sheets	0 sets =	0 sheets
Final Field Check Plans:	0 sheets	0 sets =	0 sheets
Stage 3 Design - 95%:	0 sheets	0 sets =	0 sheets
Final Plan Package - 100%	0 sheets	0 sets =	0 sheets

Total sheets to be printed = 0 sheets

	0 sheets	\$1.7100 /sheet =	\$0.00
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Color Plats for Public Mtg:	0 sheets	\$9.0000 /sheet =	\$0.00
R/W Mylars:	0 sheets	\$9.0000 /sheet =	\$0.00
Soil Boring Mylars:	0 sheets	\$9.0000 /sheet =	\$0.00

Xerox Copies	150 sheets x	\$0.1500 /sheet	\$22.50
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SHIPPING CHARGES

Preliminary Utility Coord.:	0 sets		
Prelim. Field Check Plans:	0 sets		
Final Field Check Plans:	0 sets		
Total sets to be shipped =	0 sets @	\$29.50 /set =	0.00

SUBCONSULTANT/OTHER

Ground photos	0 roll(s)	\$15.00 /roll =	\$0.00
Aerial photos			
Aerial mapping			
Geotechnical			

<b>TOTAL</b>	<b>\$79.50</b>
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PRELIMINARY ALTERNATIVE ANALYSIS REPORT  
 FEE JUSTIFICATION EXHIBIT  
 Monroe 913  
 Bridge Replacement  
 in Monroe County, Indiana  
 Consultant: BEAM, LONGEST AND NEFF, L.L.C.

Item	Dept. Manager	Project Manager	Project Engineer	CAD Technician	TOTAL
<b>EXISTING STRUCTURE DATA</b>					
Identification/History			2		
Structure/Dimensions			2		
Appurtenances			1		
Approaches			1		
Section Check		2			
<b>EXISTING CONDITIONS</b>					
Bridge Deck			2		
Superstructure			2		
Substructure and Foundations			2		
Approaches			2		
Slopedwalls					
Section Check		2			
<b>PURPOSE AND NEED</b>					
Background		2			
Purpose		1			
Need		1			
Other Goals/Objective		1			
Section Check			2		
<b>DEVELOP PROJECT ALTERNATIVES</b>					
A. No Build / Do Nothing		1			
B1. Rehab for Continued Vehicle Use (Meeting Standards)	4	16	12	8	
B2. Rehab for Continued Vehicle Use (NOT Meeting Standards)		2	4		
C1. Rehab for Continued Vehicle Use (One-Way Pair) (Meeting Standards)					
C2. Rehab for Continued Vehicle Use (One-Way Pair) (NOT Meeting Standards)					
D. Bypass (non-vehicular use)/Build New Structure					
E. Relocation of Bridge and New Bridge Construction					
F. Replacement - Demolition of Bridge and New Bridge Construction					
<b>MINIMIZATION AND MITIGATION</b>					
Minimization			1		
Bridge Marketing			1		
Mitigation			1		
Section Check		1			
<b>PRELIMINARY PREFERRED ALTERNATIVE</b>					
Alternative Analysis Table		2	4		
<b>WRITE ALTERNATIVE ANALYSIS REPORT</b>					
Location Map			1		
Photographs			4		
Drawings			2	4	
Cost Estimates		4	8		
Complete assembly of report		2	4		
QA/QC	4				
<b>Total Hours</b>	<b>8</b>	<b>37</b>	<b>58</b>	<b>12</b>	<b>115</b>
<b>Hourly Billing Rate</b>	<b>\$295.00</b>	<b>\$225.00</b>	<b>\$165.00</b>	<b>\$120.00</b>	
<b>Total Labor</b>	<b>\$2,360.00</b>	<b>\$8,325.00</b>	<b>\$9,570.00</b>	<b>\$1,440.00</b>	<b>\$21,695.00</b>
<b>Direct Non-Salary Costs</b>					<b>\$61.76</b>
<b>Total</b>					<b>\$21,756.76</b>
<b>USE</b>					<b>\$21,800.00</b>

**PRELIMINARY ALTERNATIVE ANALYSIS REPORT  
DIRECT NON-SALARY COSTS**

**Monroe 913  
Bridge Replacement  
in Monroe County, Indiana**

**TRAVEL**

1 trips x	127 miles (two ways)	\$0.380 /mile	=	\$48.26
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**PRINTING**

Prelim. Field Check Plans:	0 sheets	0 sets =	0 sheets
Public Hearing Plans:	0 sheets	0 sets =	0 sheets
R/W Check Prints:	0 sheets	0 sets =	0 sheets
Final Field Check Plans:	0 sheets	0 sets =	0 sheets
Stage 3 Design - 95%:	0 sheets	0 sets =	0 sheets
Final Plan Package - 100%	0 sheets	0 sets =	0 sheets

Total sheets to be printed = 0 sheets

0 sheets      \$1.7100 /sheet =      \$0.00

Color Plats for Public Mtg:	0 sheets	\$9.0000 /sheet =	\$0.00
R/W Mylars:	0 sheets	\$9.0000 /sheet =	\$0.00
Soil Boring Mylars:	0 sheets	\$9.0000 /sheet =	\$0.00

Xerox Copies      90 sheets x      \$0.1500 /sheet      \$13.50

**SHIPPING CHARGES**

Preliminary Utility Coord.:	0 sets		
Prelim. Field Check Plans:	0 sets		
Final Field Check Plans:	0 sets		
Total sets to be shipped =	0 sets @	\$29.50 /set =	0.00

**SUBCONSULTANT/OTHER**

Ground photos	0 roll(s)	\$15.00 /roll =	\$0.00
Aerial photos			
Aerial mapping			
Geotechnical			

**TOTAL      \$61.76**