



**MONROE COUNTY BOARD OF COMMISSIONERS' AGENDA
OCTOBER 13, 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 the space bar to talk.

You can also go to the link on the website: <https://www.co.monroe.in.us/egov/apps/document/center.egov?view=item?id=10017>

And click on the link information

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

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

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

1. CALL TO ORDER BY COMMISSIONER THOMAS

2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER JONES

3. DEPARTMENT UPDATES

Health – Penny Caudill

Emergency Management – Kate Petrolina

Highway – Lisa Ridge

Technical Services – Eric Evans

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

5. APPROVAL OF MINUTES

October 6, 2021

6. APPROVAL OF CLAIMS DOCKET

Accounts Payable – October 13, 2021

7. NEW BUSINESS

A. MOVE TO APPROVE: CARES CLAIM SUBMISSION

11

Fund Name: County General

Fund Number: 1000

Amount: \$4264.20

Presenter: Bri Gregory

Executive Summary: I am requesting permission from the Commissioners to submit a claim for payment of a CARES application claim that was overlooked. This application for the Monroe County Humane Association (MCHA) was approved and submitted by the CARES independent contractor; however, was not paid out. All required documentation has been received, and is in good order for this claim. The total requested is \$4,264.20. Previous submissions for MCHA total \$2,398.29.

B. MOVE TO APPROVE: NATIONAL CINEMEDIA LLC. WINTER OUTREACH CAMPAIGN.

15

Fund Name: Safe Place Outreach

Fund Number: 9103-30058

Amount: \$3,839.89

Presenter: Brigitt Nasby

Executive Summary: We are again working with Cinemedia to run Safe Place ads in the Bloomington movie theatres. National CineMedia provides ads in AMC movie theaters before PG rated movies and in the lobby as well as on online platforms to promote the Safe Place program. With this contract, we also receive a free creative and 50% off for On Screen and LEN. Total impressions are 53,908 online and 58,576 estimated in theaters. Campaign: November 1st, 2021 through January 2nd, 2022.

C. MOVE TO APPROVE: ORDINANCE 2021-44; ANIMAL SHELTER INTERLOCAL

22

Fund Name: County General

Fund Number: 1000-35040-0626

Amount: \$342,912

Presenter: Jeff Cockerill

Executive Summary: An interlocal agreement between Monroe County and the City of Bloomington concerning the animal shelter. This agreement is in the same basic format as it has been for a number of years. The county's cost is based upon core animal control functions allocated based on the number of animals whose origins are in Monroe County. The County will continue to provide service in Ellettsville.

D. MOVE TO APPROVE: RESOLUTION 2021-54; ESTABLISHING MONROE COUNTY PRECINCT AND DISTRICT BOUNDARY ADVISORY COMMISSION. 28

Fund Name/Number/Amount- N/A

Presenter: Jeff Cockerill

Executive Summary: The Board of Commissioners recently passed a resolution announcing its intent to form this Commission. This Commission will consist of four members, with not more than two members associated with any political party. The Commission's task is to review information regarding election precincts and election districts and make recommendations to the Commissioners based upon their review.

Given the delay in census data, the work for this Commission is on an abbreviated timeline.

E. MOVE TO APPROVE: AWARD RAGLE, INC. NORTH SHORE DRIVE BRIDGE #193, PROJECT. 31

Fund Name: Cumulative Bridge

Fund Number: 1135

Amount: \$342,578.85

Presenter: Lisa Ridge

Executive Summary: Bids were advertised and opened in a public Zoom meeting October 6, 2021 at 3pm. Out of the six (6) bids submitted, Ragle, Inc was the lowest, most responsive and responsible bidder.

F. MOVE TO APPROVE: ORDINANCE 2021-41; JOSEPH GREENE PLANNED UNIT DEVELOPMENT OUTLINE PLAN, AMENDMENT 2. 49

FUND NAME/NUMBER/AMOUNT: N/A

Presenter: Drew Myers

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 will likely be recorded before the Plan Commission meetings in August. 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. The PUD outline is proposing a mixed use development that would include paired town-home condominiums, multi-family residences, and commercial space. The petitioner states in their written statement (Exhibit 1) that this project will complement the existing community as well as the soon-to-be developed Southern Meadows, bordering this PUD site to the east. 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.

8. APPOINTMENTS

9. ANNOUNCEMENTS

10. ADJOURNMENT



**MONROE COUNTY BOARD OF COMMISSIONERS' MEETING
MINUTES SUMMARY*
OCTOBER 6, 2021
10:00 am
VIA ZOOM**

<https://monroecountyin.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUUwV3RoeDFldG5GUT09>
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 the Monroe County Title VI Coordinator, Angie Purdie, (812) 349-2550, as soon as possible, but no later than forty-eight (48) hours before the scheduled event. Individuals requiring special language services should, if possible, contact the Monroe County Title VI Coordinator at last seventy-two (72) hours prior to the date on which the services will be needed. The meeting is open to the public."

- 1. CALL TO ORDER BY COMMISSIONER JONES**
- 2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER GITHENS**
- 3. DEPARTMENT UPDATES**
 - Health – Penny Caudill
 - Emergency Management – Kate Petroline
 - Highway – Lisa Ridge
 - Technical Services – Eric Evans
- 4. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA, LIMITED TO 3 MINUTES.**
 - [James Voglewede – Adams County Clerk of Circuit Court](#)
 - [Julie Roberts – Community resident](#)
 - [Natalia Galvin – Community resident](#)
 - [Abby Ang – Monroe County](#)
 - [William Hosea – Community resident](#)
 - [Cathy Crabtree – Community resident](#)
 - [Jon Eads – Jay County Clerk of Circuit Court](#)

5. APPROVAL OF MINUTES

September 29, 2021

Githens made motion to approve. Jones seconded.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0.

6. APPROVAL OF CLAIMS DOCKET

Accounts Payable – October 6, 2021

Payroll – October 8, 2021

Githens made motion to approve. Jones seconded.

No public comment.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0.

7. REPORT

Weights and Measures – August 16 – September 15, 2021

8. NEW BUSINESS

A. MOVE TO APPROVE: SUB-RECIPIENT COMMITMENT FOR THE REDUCING REVOCATIONS CHALLENGE PH II STRATEGY PROPOSAL.

Fund Name: TBD

Fund Number: TBD

Amount: N/A

Githens made motion to approve. Jones seconded.

No public comment.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0.

B. MOVE TO APPROVE: ORDINANCE 2021-37; AMEND MONROE COUNTY ZONING ORDINANCE CHAPTER 802.

Fund Name/Number/Amount: N/A

Githens made motion to approve. Jones seconded.

No public comment.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0.

C. MOVE TO APPROVE: ORDINANCE 2021-38: AMEND MONROE COUNTY ZONING ORDINANCE CHAPTER 813.

Fund Name/Number/Amount: N/A

Githens made motion to approve. Jones seconded.

No public comment.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0.

D. MOVE TO APPROVE: AWARD INFRASTRUCTURE SYSTEMS THE LORI LANE ROAD CULVERT REPLACEMENT PROJECT.

Fund Name: Cumulative Bridge

Fund Number: 1135

Amount: \$419,830

Githens made motion to approve. Jones seconded.

No public comment.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0.

9. APPOINTMENTS

Githens made motion to appoint Ginger Davis to the Drainage Board. Jones seconded.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0.

10. ANNOUNCEMENTS

Commissioners have implemented a Zoom-based Virtual Office Hours system. There will be six meeting dates every month. This will allow the public to talk directly with a Commissioner about their problems, thoughts, and opinions. Go to www.co.monroe.in.us and click on the calendar to see the dates of these meetings and to sign up to talk with a Commissioner.

The public is urged to provide feedback on how the American Rescue Plan (ARP) money will be utilized. Share your thoughts at www.co.monroe.in.us.

Accepting applications for boards and commissions. The [Precinct and District Review Committee](#) has an urgent need for applications. The [Economic Development Commission](#), [Drainage Board](#), [Affordable Housing Advisory Commission](#) also have openings. Go to www.co.monroe.in.us for more information and the applications.

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

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

Monroe County Commissioners are sponsoring a **BLOOD DRIVE** at the Southeast YMCA located at 2125 S. Highland Avenue, on the following dates:

- **Thursday, October 21, 2pm – 7pm**
- **Friday, October 22, 10am – 3pm**
- **Wednesday, November 3, 10am – 3pm**
- **Friday, November 5, 2pm – 7pm**

This is **BY APPOINTMENT ONLY**. To make an appointment, call 1.800.733.2767 or visit www.redcross.org.

11. ADJOURNMENT

The minute's summary of the October 6, 2021 Board of Commissioners' meeting were approved on, October 13, 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
OCTOBER 6, 2021
Via ZOOM

1. **William Smith** – Affordable Housing Advisory Commission
2. **Eric Evans – Technical Services**
Discussion regarding upcoming IT projects.
3. **Nicole Browne - Clerk**
Ongoing discussion regarding Election Central space needs.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

I am requesting permission from the Commissioners to submit a claim for payment of a CARES application claim that was overlooked. This application for the Monroe County Humane Association (MCHA) was approved and submitted by the CARES independent contractor; however, was not paid out. All required documentation has been received, and is in good order for this claim. The total requested is \$4,264.20. Previous submissions for MCHA total \$2,398.29.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="General"/>	<input type="text" value="1000"/>	<input type="text" value="\$4264.20"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text" value="Brienne Gregory"/>	<input type="text" value="616-886-9456"/>

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

Attorney who reviewed:

Brianne Gregory

From: Sent on Behalf of Monroe County <no-reply@egovnotices.com>
Sent: Friday, April 16, 2021 3:25 PM
To: Covid Cares
Subject: Business and Social Service Organizations Can Apply for COVID-19 Expense Reimbursements through Monroe County Government Submitted - Receipt #2021-TEWNDT



Monroe County,
I N D I A N A

Fri, Apr 16, 2021 15:24

A citizen submitted the following information for one or more item(s) for which you are on the notification list. The information sent to the citizen is as follows.

SECTION 1: INFORMATION

Are you a business: No

Are you a 501C3: Yes

Business/Non Profit Name as filed with the Secretary of State: Monroe County Humane Association

Business/Non Profit Tax ID:: 35-6064277

Business/Non Profit address:: 3410 S Walnut St.

Enter Business phone number and email if appropriate

Business Phone Number: 812-333-6242 X100

Business Email: kgoy@monroehumane.org

Name, email and phone number of person submitting the information. * You may be contacted for additional information.

FullName: Kimberly Goy

Email: kgoy@monroehumane.org

Phone Number: 812-333-6242 X100

SECTION 2: CONFIRMATION OF EXPECTATIONS

Check to Confirm: I understand that we may NOT recover expenses that have already been submitted and / or received through: Paycheck Protection Program funding or any other COVID-relief funding source: Local, State, or Federal.; I understand that only COVID-related supplies and purchases made after March 1, 2020 are eligible for reimbursement.; I understand Monroe County may request additional documents verifying the expense prior to submission for reimbursement.; Monroe County Government will require financial reimbursement of the Community Grant program

Date of Purchase	Vendor-Invoice	Amount	Item	Proof of payment	Covid-related justification
1/11/2021	Covetrus - invoice 189364	\$ 136.55	Rapport messaging system for December, 2020	Covetrus paid invoice #1	This text based system allowed for curbside service for clients of our veterinary clinic. Because of this communication system, clients stayed inside their vehicles in the parking lot and alerted our staff when they arrived as well as ask any questions or concerns they may have had about their pet's appointment, diagnosis, and treatment, allowing our staff to have no hand to hand contact. We closed our lobby and exam rooms to any member of the public for the safety of our staff.
1/11/2021	Covetrus - invoice 190161	\$ 249.00	Rapport messaging system for January, 2021	Covetrus paid invoice #2	See explanation above
2/5/2021	Covetrus - invoice 205006	\$ 249.00	Rapport messaging system for February, 2021	Covetrus paid invoice #3	See explanation above
2/11/2021	Amazon	\$ 275.96	KN95 masks	Amazon #1 - order #111-1630970-6023428	Masks were worn by any member of the staff who had direct contact with members of the public, including at our low cost veterinary clinic, free pet food pantry, or in our administration office
2/11/2021	Amazon	\$ 53.64	Lysol disinfecting wipes	Amazon #2 - order #111-8082677-7048226	Disinfecting wipes used to clean surfaces in our pet food pantry, low cost veterinary clinic front desk area, and offices at our Animal Care Campus or our Administration offices at 3410 S Walnut
2/10/2021	Patterson Veterinary	\$ 25.48	Surgery masks	Patterson Veterinary Order #0615203585	We require staff to double mask who have hand to hand contact with clients, such as during pet food distribution
3/1/2021	Best Buy	\$ 3,252.75	2 Ipads and one laptop computer	Best Buy receipt	In order to better serve our curbside clients and to cut down on the amount of hand to hand exposure to clients, Ipads allow us to hand them to clients for charge card payment signatures, as well as input of email addresses for paperless receipts. These are quickly wiped down between clients. In addition, to better serve curbside clients, a laptop was purchased that better facilitates explaining treatment plans, estimates, and diagnostic results, as well as corresponding with clients who are in the parking lot using our Rapport messaging system (mentioned above). It allows for a better, seamless, communication system for clients for both checking in their animal, our medical team sharing notes, and reviewing checkout procedures and instructions. Happily, clients have reacted positively to these electronic "touches" and it has allowed for a safer experience for all
	Amazon	\$ 21.82	screen protectors and covers for Ipads	Amazon #3 - #111-3261875-3093056	These items were purchased for the above mentioned Ipads used at our nonprofit veterinary clinic to provide protection incase one is dropped, as well as allow for a hard surface that can be wiped down in order to kill germs.
		\$ 4,264.20	TOTAL		



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

We are again working with Cinemedia to run Safe Place ads in the Bloomington movie theatres. National CineMedia provides ads in AMC movie theaters before PG rated movies and in the lobby as well as on online platforms to promote the Safe Place program. With this contract, we also receive a free creative and 50% off for On Screen and LEN.
Total impressions are 53,908 online and 58,576 estimated in theaters.
Campaign: November 1st, 2021 through January 2nd, 2022

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Safe Place Outreach"/>	<input type="text" value="9103-30058"/>	<input type="text" value="\$3,839.89"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text" value="Brigitt Nasby"/>	<input type="text" value="(812) 349-2043"/>

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

Attorney who reviewed:



AMERICA'S MOVIE NETWORK

The advertiser listed below ("Advertiser") desires to place the order set forth below ("Order") with National CineMedia, LLC ("NCM") for the regional exhibition of the advertising set forth below ("Advertising") under the terms set forth in this Regional Advertising Insertion Order and Agreement ("Agreement"), including this Order and the Regional Advertising Insertion Order Agreement Terms and Conditions attached hereto (the "Terms and Conditions"). NCM and Advertiser agree as follows

Advertiser: Youth Services Bureau of Monroe County Advertising Contact: Brigitt Nasby	Billing:	NCM Account Director: Kimber McElhinney Phone: +1 (317) 938-8499 Email: Kimber.McElhinney@ncm.com
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Order: 2109-0255-001

2021 Holiday

ONSCREEN

Segment 2 CPT - On Screen

2109-0255-001-001

Period: 11/01/2021-01/02/2022

Weeks: 9

Duration: 30

Total Weeks: 9

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate [CPT]	Net Media
605583	AMC6081	Bloomington 12	BLOOMINGTON, IN	12	\$125.16	\$1,126.47
605583	AMC6083	Bloomington 11	BLOOMINGTON, IN	11	\$62.27	\$560.41

LEN

LEN CPT - LEN

2109-0255-001-002

Period: 11/01/2021-01/02/2022

Weeks: 9

Duration: 30

Total Weeks: 9

LEN Pods: 2

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate [CPT]	Net Media
605583	AMC6081	Bloomington 12	BLOOMINGTON, IN	12	\$8.50	\$76.50
605583	AMC6083	Bloomington 11	BLOOMINGTON, IN	11	\$8.50	\$76.50

DIGITAL

Noovie Audience Accelerator OTT Local - OTT CTV

2109-0255-001-003

Period: 11/01/2021-01/02/2022

Weeks: 9

Total Weeks: 9

Digital Unit: 16:9 aspect ratio, 640x360-1920x1080, :15 or :30 sec

Digital Targeting: NCM Moviegoer

DIGITAL

	Creative #	Impressions	Net Rate	Net Media
	605584	53,908	\$37.10	\$2,000.00

FOOTNOTES

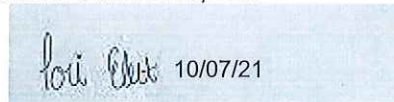
Comments & Special Instructions:	Total Media	\$3,839.89
Promotional items are non-commissionable. Special effects, customized placement, rush charges, and changes are extra. All duplication, creative services, and network implementation fees are at advertiser's expense. Fulfillment costs are estimated and final costs may vary.	Creative/Media Services	\$0.00
	Production	\$0.00
	Total Due	\$3,839.89

BY SIGNING BELOW, ADVERTISER AGREES TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT (INCLUDING THE TERMS AND CONDITIONS) AS OF THE DATE OF SIGNATURE BY NCM BELOW AND HEREBY AUTHORIZES AND DIRECTS NCM TO PROCEED UNDER THE TERMS OF THIS AGREEMENT WITH THE ADVERTISING AND OTHER SERVICES SET FORTH ON THIS ORDER AND, UNLESS OTHERWISE AGREED BY THE PARTIES, ANY OTHER ORDER PLACED BY ADVERTISER FOR REGIONAL ADVERTISING INSERTIONS ACCEPTED BY NCM

Advertiser Signature:

Date: National CineMedia, LLC

Date:



10/07/21

Pending Client Signature
Pending Creative Approval

NATIONAL CINEMEDIA, LLC REGIONAL/LOCAL ADVERTISING INSERTION ORDER AND AGREEMENT

Terms and Conditions

The Agreement between National CineMedia, LLC ("NCM") and Advertiser will include, and all Advertising exhibited by NCM for Advertiser will be subject to, the following Terms and Conditions:

1. NCM Services. Subject to the terms of this Agreement, NCM will arrange for the Advertising to be exhibited as specified in each Order entered into under this Agreement. Notwithstanding the foregoing, the exhibition of the Advertising, and performance by NCM of its obligations under this Agreement, will be excused to the extent that (and may be delayed if) Advertiser fails to perform its obligations under this Agreement in a timely manner or otherwise fails to comply with the terms of this Agreement.

2. In-Theatre Advertising. All In-Theatre Advertising or other content will be subject to any audience or advertising restrictions or limitations imposed on NCM by motion picture studios, producers, distributors, exhibitors or other third parties. In addition, in its sole and absolute discretion, NCM may elect to not exhibit or present any In-Theatre Advertising or other content before any motion picture or group of motion pictures with particular movie ratings. The screen count or theatre locations for In-Theatre Advertising that are set forth on the Order may be substituted by NCM in its reasonable discretion upon notice to Advertiser. On-screen advertising placement is subject to availability and theatre lighting is subject to technical availability. The exhibition of In-Theatre Advertising shall be deemed to be delivered by NCM if it is displayed in a majority of showings in a single theatre during the applicable week.

3. Internet and Online Advertising. The American Association of Advertising Agencies (AAAA)/Interactive Advertising Bureau (IAB) Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0 (the "IAB Terms"), a copy of which is available upon request from NCM, are incorporated into this Agreement for all Internet and online Advertising purchased under this Agreement. "Colorado" and "Denver County, Colorado" are inserted into the respective placeholders in Section XIV(d) of the IAB Terms. If there is no Agency for this Insertion Order, "Advertiser" replaces "Agency" in all instances in the IAB Terms and Section III(c) of the IAB Terms is deleted. In the event of any conflict between the terms of this Agreement and the IAB Terms, the terms of this Agreement will control.

4. Digital Out of Home Advertising. All Digital Out of Home Advertising or other content will be subject to any content, audience or advertising restrictions or limitations imposed on NCM by any Location Provider or other third parties. In addition, in its sole and absolute discretion, NCM may elect to not exhibit or present any Digital Out of Home Advertising or other content at any location where the content is determined not to be appropriate or permitted in consultation with Location Providers or other third parties. The screen/impression count or advertising locations for Digital Out of Home Advertising that are set forth on the Order may be substituted by NCM in its reasonable discretion upon notice to Advertiser and in consultation with Location Providers. Digital Out of Home advertising placement is subject to availability and any limitations imposed by Location Providers. NCM does not maintain any of the Digital Out of Home Advertising locations or advertising technology and makes no representation regarding the condition or availability of such locations or advertising technology. "Location Provider" means the owner, operator, media suppliers/contractors and network or service providers of any location at which NCM will display or exhibit Digital Out of Home Advertising.

5. Fees and Payment. Advertiser will pay all fees as specified on each Order within 30 days of invoice. If Advertiser fails to pay NCM any undisputed amount when due, Advertiser will be obligated to pay interest on the unpaid amount from the date such unpaid amount was due until it is paid at the rate of 12% per annum.

6. Advertiser Obligations. In addition to the other obligations of Advertiser set forth in this Agreement, Advertiser will, at its expense, and at its risk of loss, provide NCM with the Advertising material as required by NCM at least 4 business days in advance of the date scheduled by NCM for transfer of the materials for use or production as Advertising (dependent upon Advertising vehicle selected or if otherwise agreed to by the parties).

7. Content.

7.1 Advertiser Content. All advertising, information, data, text, photographs, video, images, audio, call to action, and other content ("Content") provided by Advertiser for use in the Advertising ("Advertiser Content") is subject to prior and on-going approval by NCM, the theatre circuits, Media Companies, and the Location Providers, as applicable, where NCM will display the Advertiser Content. All Advertiser Content must be in compliance with the Media Specifications, Creative Deadlines and Advertising Guidelines at <https://adspecs.ncm.com>. NCM reserves the right to make technical changes to Advertiser Content to ensure conformance with technical specifications. Advertiser Content shall not include the exhibition or display of any trademark, service mark, logo or other branding of a third party without prior written approval of NCM. NCM may reject any Advertiser Content or Advertising for any reason. NCM has no obligation to review any Advertiser Content or Advertising for compliance with this Agreement or any applicable law, rule, or regulation. Advertiser will remain solely responsible for any liability arising from the Advertiser Content or Advertising,

including but not limited to liability arising from any laws relating to obscenity, defamation, trade libel, the right of publicity or likeness, the right of or to privacy, any laws relating to intellectual property, and any laws relating to advertising. If any Advertiser Content or Advertising is rejected by NCM or a theatre circuit, Advertiser will promptly replace the Advertiser Content or Advertising with Advertiser Content or Advertising acceptable to NCM so as not to delay the schedule for the display of the Advertising. Advertiser will maintain back-up copies of all Advertiser Content and Advertising and NCM will not be liable for loss or damage to any Advertiser Content or Advertising. Advertiser agrees to and hereby does grant to NCM all rights, authorizations, consents, licenses, and clearances (collectively, "Licenses") necessary or appropriate to exhibit, distribute, broadcast, publicly present and publicly perform the Advertising and as necessary or appropriate for the performance by NCM of its other obligations under this Agreement, including, without limitation, all Licenses necessary for the public performance of musical compositions. Advertiser also grants NCM a limited License to use and display portions of the Advertising in connection with the promotion of NCM's business. Advertiser acknowledges that in certain designated "Non-Digital" theatres, NCM may not be able to immediately remove Advertiser Content upon request of Advertiser.

7.2 NCM Content. All Content, including, without limitation, any derivatives, modifications or new versions of any Advertiser Content prepared or delivered by NCM under this Agreement ("**NCM Content**"), and all intellectual property rights therein and applicable thereto, are and will remain the sole and exclusive property of NCM. Advertiser agrees that NCM will retain sole and exclusive title to all NCM Content and agrees to and hereby makes all assignments necessary to provide NCM such sole and exclusive title. Advertiser receives no rights or licenses in or to any NCM Content (or in or to any NCM trademarks) under this Agreement and NCM expressly reserves all such rights.

8. Promotional Materials. All materials distributed or to be distributed by or on behalf of Advertiser as part of or in connection with the Advertising, including lobby promotional material ("**Promotional Materials**"), will be delivered to locations (at the sole expense of Advertiser and with Advertiser bearing all risk of loss) in accordance with the procedures, specifications and deadlines established by NCM. All Promotional Materials are subject to NCM and theatre circuit approval, and their final placement is determined by theatre management. At its discretion, NCM may delay the distribution of Promotional Materials. Certain Promotional Material, as determined by NCM, will contain the following statement: "THIS PROMOTION IS NOT ENDORSED BY NCM, THIS THEATRE OPERATOR OR ANY OF THEIR AFFILIATES. BY FILLING OUT THIS FORM YOU WILL OR CAN BE SOLICITED".

9. Representations and Warranties. Advertiser represents and warrants to NCM that: (1) Advertiser has the legal right and authority to enter into this Agreement and to perform its obligations under the Agreement; (2) Advertiser has all rights necessary to enable NCM to exercise the rights granted under this Agreement; (3) the exhibition and other use of the Advertiser Content and Advertising, the distribution and other use of the Promotional Materials, and the other activities of Advertiser and obligations of NCM under this Agreement will not violate applicable local, state and federal laws, rules, and regulations, including, without limitation, laws and regulations governing privacy and email/spam, or any self-regulatory rules or guidelines that are applicable to, or to which the Advertiser, the agency or the Advertiser Content, Advertising or Promotional Materials may be subject, or any duty toward or rights of any third party; (4) all information and data provided to NCM in connection with this Agreement is correct and current; (5) Advertiser will not collect any personally identifiable information (including, without limitation, any e-mail addresses, full names, mailing addresses and phone number of theatre patrons), or transfer any such information to any third party, without the prior written approval of NCM; (6) the Advertiser Content and Advertising do not contain any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, information, or property of another; (7) the Advertiser Content, Advertising and Promotional Materials are not, in whole or in part, pornographic, obscene, abusive, threatening, indecent, vulgar, defamatory, harassing, do not otherwise constitute trade libel, a violation of the right of publicity or an invasion of privacy, do not violate any other laws relating to advertising, and are not otherwise objectionable or unlawful; (8) the Advertiser Content, Advertising, and Promotional Materials are not false or misleading; (9) the Advertiser Content, Advertising and Promotional Materials do not infringe, violate or misappropriate any third party copyright, trademark, right of or to privacy, publicity or likeness, or other intellectual property or proprietary right; and (10) the Advertiser Content, Advertising and Promotional Materials are free from defects and materials in workmanship. Advertiser further covenants that if Advertiser at any time fails to have all rights necessary to enable NCM to perform its obligations and exercise its rights under this Agreement, Advertiser will obtain all such rights, and will be solely responsible for any liability of either party arising out of any claim, allegation, suit or proceeding alleging that either party does not have such rights.

10. Disclaimer and Limitation of Liability. NCM PROVIDES ALL NCM CONTENT AND ALL SERVICES PERFORMED BY NCM UNDER THIS AGREEMENT "AS-IS" AND "AS-AVAILABLE." NCM MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE NCM CONTENT OR SUCH SERVICES, AND ADVERTISER HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OF NCM REGARDING THE NCM CONTENT OR SUCH SERVICES. NCM EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE NCM CONTENT AND SUCH SERVICES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. NCM'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES

ACTUALLY PAID TO NCM UNDER THIS AGREEMENT DURING THE 3 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL NCM BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES RELATING TO LOST DATA, LOST REVENUE OR PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF NCM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY UNEXCUSED FAILURE BY NCM TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT WILL AFFECT ONLY THE OBLIGATION WITH RESPECT TO WHICH THE FAILURE OCCURRED AND WILL IN NO WAY AFFECT ANY OTHER OBLIGATIONS OF NCM UNDER THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, ADVERTISER'S SOLE AND EXCLUSIVE REMEDY FOR NCM'S FAILURE TO EXHIBIT THE ADVERTISING AS SET FORTH ON THE ORDER AND IN SECTION 2 WILL BE FOR NCM TO "MAKE-GOOD" (MAKE AVAILABLE TO ADVERTISER AN ALTERNATIVE TIME PERIOD OF REASONABLY COMPARABLE VALUE FOR THE RE-EXHIBITION OF SUCH ADVERTISING). MAKE-GOOD IS ONLY AVAILABLE UPON ADVERTISER'S WRITTEN REQUEST RECEIVED BY NCM WITHIN ONE MONTH OF THE APPLICABLE FAILURE AND MUST BE DISPLAYED WITHIN ONE YEAR FOLLOWING THE APPLICABLE FAILURE. IN-THEATRE ADVERTISING SHALL BE RUN ON A PER SCREEN OR PER THEATRE /PER WEEK BASIS. EXCEPT FOR INTERNET, ONLINE, AND DIGITAL OUT OF HOME ADVERTISING SOLD ON AN IMPRESSION BASIS, NCM HAS NOT MADE AND IS MAKING NO REPRESENTATIONS WITH REGARD TO NUMBER OF IMPRESSIONS. NCM SHALL USE COMMERCIALY REASONABLE EFFORTS TO CAUSE ADVERTISING TO BE DISPLAYED IN ALL APPLICABLE SHOWINGS AT THE RELEVANT THEATRES, BUT NCM DOES NOT GUARANTEE THAT ADVERTISING SHALL BE DISPLAYED IN A SPECIFIC NUMBER OF SHOWINGS AT ANY THEATRE. FOR INTERNET, ONLINE, AND DIGITAL OUT OF HOME ADVERTISING SOLD ON AN IMPRESSION BASIS, NCM SHALL DELIVER ADVERTISING BASED ON THE TOTAL NUMBER OF IMPRESSIONS SET FORTH IN THE ORDER. EXACT TIMING OF THOSE IMPRESSIONS OVER THE COURSE OF A CAMPAIGN MAY VARY FROM ESTIMATES. FOR INTERNET, ONLINE, AND DIGITAL OUT OF HOME ADVERTISING SOLD ON AN IMPRESSION BASIS, MAKE-GOOD WILL BE ADDED WHEN NECESSARY TO ENSURE IMPRESSIONS ARE MET BUT ARE NOT GUARANTEED AT SPECIFIC LOCATIONS, IN SPECIFIC RATINGS OR DELIVERY TIMING.

11. Indemnification.

11.1 Advertiser is responsible for and will indemnify, defend, and hold harmless NCM and its subsidiaries, exhibitors and affiliates, and their owners, officers, directors, employees and agents, from and against any and all direct and indirect losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any: (1) actual or alleged breach by Advertiser of a provision of this Agreement; (2) negligence or willful misconduct on the part of Advertiser; (3) exhibition, distribution, display, performance, reproduction, or other use by NCM of the Advertising, Advertiser Content or Promotional Materials; or (4) damage to property or injury to or death of any person directly or indirectly caused by any use or misuse of any Advertiser Content or Advertising, including, without limitation, any Promotional Materials or other packaging or materials used in connection therewith. NCM will provide Advertiser with notice of any such claim or allegation, and NCM has the right to participate in the defense of any such claim at its expense.

11.2 NCM is responsible for and will indemnify, defend, and hold harmless Advertiser and its subsidiaries, affiliates, and their officers, directors, employees and agents, from and against any and all direct and indirect losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any third party claims related to (1) gross negligence or willful misconduct on the part of NCM; or (2) exhibition, distribution, display, performance, reproduction, or other use by NCM of the NCM Content, specifically excluding any Advertiser Content. Advertiser will provide NCM with notice of any such claim or allegation, and Advertiser has the right to participate in the defense of any such claim at its expense.

12. Termination and Remedies. NCM may terminate this Agreement immediately upon any breach by Advertiser of this Agreement (in addition to any other available remedy) or upon not less than 30 days' notice to Advertiser for any other reason. Upon termination for breach by Advertiser, Advertiser will immediately pay NCM all outstanding fees specified on each Order and will not be entitled to the refund of any prepaid fees. Upon any termination, NCM is not required to preserve or maintain any Advertiser Content or Advertising. If Advertiser desires NCM to provide Advertiser with a copy of any Advertiser Content or Advertising, Advertiser must notify NCM in writing within 60 days of the last exhibition of the Advertising (such copy to be provided at Advertiser's sole expense).

13. Cancellation. Advertiser may not modify or cancel this Agreement except by written consent of NCM.

14. Insurance. Advertiser represents that it maintains a general liability insurance policy (with a financially sound and reputable insurance company) in such amounts as Advertiser deems reasonably adequate for its business and as required to perform its obligations hereunder. Upon request, Advertiser will furnish NCM with a certificate of insurance evidencing the foregoing coverage.

15. Confidentiality. Advertiser acknowledges that information, knowledge or data made available by NCM to Advertiser regarding the NCM or its affiliates, their businesses or information of third parties, including but not limited to source code,

schemata, algorithms, software techniques, processes, devices, know-how, inventions (whether or not patentable), methods, business ideas, forecasts and projections, designs, drawings, diagrams, data (including without limitation technical, marketing, accounting or financial data), pricing, patents or potential or actual improvements on existing patents, business plans and strategies, negotiations and contracts, technical information, research, customer or vendor information and lists, the Posting Information (as defined below), and all other information constituting trade secrets and the terms of any agreement is confidential, and is disclosed to Advertiser solely on the condition Advertiser agrees, and it does hereby agree (for itself, its agents, employees and affiliates (collectively, the "Representatives")) that, it and its Representatives: (i) will not disclose any Posting Information to any third party; (ii) will not use the Posting Information in any business or capacity other than for its own internal business purposes under the Agreement; (iii) will implement such procedures to prevent unauthorized use or disclosure of the Posting Information as it uses to prevent disclosure, publication, dissemination or use of its own proprietary information of like nature but using at least reasonable care. "Posting Information" as used herein shall mean any fee information, post-buy analysis, posting information, post-campaign delivery reports, attendance reports, other proof of performance, or information from or about theatre exhibitors, Location Providers, or Media Companies. Advertiser will only disclose Posting Information to its Representatives that have a need to know and who are subject to a confidentiality obligation at least as restrictive as this Agreement. Advertiser will only disclose the Posting Information, in whole or in part, to a third party with the express, prior written consent of NCM and provided such third party is subject to a confidentiality obligation at least as restrictive as this Agreement. If Advertiser is an agency signing on behalf of another advertising party, Advertiser will ensure that such advertising party complies with the terms of this Agreement.

16. Additional Terms. Advertiser may not assign or otherwise transfer this Agreement or any of Advertiser's rights hereunder without the prior permission of NCM. Any attempt to do so in violation of the foregoing sentence will be null and void. This Agreement will be binding on the parties and upon their heirs, personal representatives, executors, administrators, successors and assigns. The parties agree for themselves and their heirs, personal representatives, executors, administrators, successors or assign to execute any instruments and to perform any acts that may be necessary or proper to carry out the purposes of this Agreement. This Agreement will be governed by the laws of the State of Colorado excluding its conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction and venue in the state and federal courts sitting in Arapahoe County, Colorado for any dispute concerning the interpretation or effect of this Agreement. In all such disputes arising under this Agreement, the parties expressly waive all constitutional and statutory rights to trial by jury. In any action to enforce the terms of this Agreement, the prevailing party will be entitled to recover all of its costs relating thereto, including, without limitation, reasonable attorneys' fees, court costs and any other costs of collection. The relationship between the parties under this Agreement is one of independent contractors. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. If any provision of this Agreement is deemed unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Any failure or delay in performance by a party will be excused (and will not constitute a breach of this Agreement) to the extent due to any cause not reasonably within such party's control, including, without limitation, third party acts, omissions or failures, casualty, labor disputes, governmental action or acts of God. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior oral and written agreements or understandings between the parties regarding the subject matter of this Agreement. In the event that any terms that may appear on an Advertiser's or agency's form of purchase order, insertion order, or other order form vary from or conflict with the terms of this Agreement (including without limitation pre-printed terms), the terms of this Agreement will control. The provisions of this Agreement shall apply to each theatre exhibitor, Location Provider, and Media Company, each as an intended third-party beneficiary, to the same beneficial extent as if such theatre exhibitor, Location Provider, and Media Company were NCM. If Advertiser executes this contract as an agency or media buyer for a client, such Advertiser and its client shall be jointly and severally responsible for all payments hereunder. The Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one document. Each party agrees that electronic signatures of the parties, whether digital or encrypted, have the same force and effect as manual signatures. Counterpart signatures, whether digital or manual, may be delivered by fax, email or other electronic means.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

An interlocal agreement between Monroe County and the City of Bloomington concerning the animal shelter.
This agreement is in the same basic format as it has been for a number of years. The county's cost is based upon core animal control functions allocated based on the number of animals whose origins are in Monroe County. The County will continue to provide service in Ellettsville.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="County General"/>	<input type="text" value="1000-35040-0626"/>	<input type="text" value="\$342,912"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text" value="Jeff Cockerill"/>	<input type="text" value="812-349-2525"/>

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

Attorney who reviewed:

ANIMAL SHELTER INTERLOCAL FOR FISCAL YEAR 2022

WHEREAS, the City of Bloomington Animal Care & Control Department operates the Animal Shelter for the care and control of animals; and,

WHEREAS, the City of Bloomington Animal Care & Control Department enforces licensing, animal care and animal control ordinances within the corporate boundaries of the municipality, including impoundment, adoptions and euthanization of animals of the Animal Shelter; and,

WHEREAS, the County Animal Management Officers exercise similar functions within the County, but utilize the Shelter premises and staff for impoundment, adoptions and euthanization of animals; and,

WHEREAS, the County Animal Management Officers exercise similar functions within the town limits of the Town of Ellettsville, but utilize the Shelter premises and staff for impoundment, adoptions and euthanization of animals; and,

WHEREAS, the Town of Ellettsville finds it in the best interest of its citizens to contract with Monroe County for the animal management services and the City of Bloomington, Indiana for Animal Shelter use; and,

WHEREAS, Monroe County finds it in the best interest of its citizens to contract with the City of Bloomington, Indiana for Animal Shelter use and to provide the Town of Ellettsville animal management services; and,

WHEREAS, the City of Bloomington, the Town of Ellettsville, and Monroe County are empowered pursuant to Indiana Code § 36-1-7 to contract together on the basis of mutual advantage to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local government;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions herein agreed, the parties agree as follows:

1. The duration of the Agreement shall be for one (1) year, commencing January 1, 2022, and ending on December 31, 2022.
2. The City of Bloomington (“City”) agrees to provide the Town of Ellettsville (“Town”) and Monroe County (“County”) the following:
 - a. The impoundment, general animal care, adoption and euthanization of animals for the Town and County.
 - b. Use of supplies and equipment in the City Animal Shelter by the County personnel;
 - c. Assistance to the Town and County in answering phone calls, dispatching service calls and explaining the County animal management laws to callers; and

- d. Acceptance and recording payments for County license fees, and remitting these funds to the County monthly.
- 3. The County shall administer and enforce County Animal Management Laws, including relevant kennel regulations, within the corporate limits of the Town of Ellettsville.
- 4. The County agrees to pay the City, the sum of \$342,912 in reimbursement of 2020 Animal Shelter Operations expenditures.
- 5. The Town agrees to pay the City, the sum of \$18,612 in reimbursement of 2020 Animal Shelter Operations expenditures.
- 6. The level of cooperation recited in this Agreement is intended to exist for the purpose of efficient and effective delivery of governmental services to the citizens of the City, Town, and County; however, the parties recognize that modifications may be required, either to the Agreement itself, or to the practices and procedures that bring the recitals contained within this document to fruition.
- 7. The City, the Town, and the County departments affected by the terms of this Agreement will continue to communicate and cooperate together to assure that the purposes of this Agreement are achieved on behalf of and to the benefit of the citizens of the respective political subdivisions.
- 8. Payments shall be made semi-annually to the Controller of the City of Bloomington, upon the timely submission by the City of a claim. Such claims should be submitted to the Monroe County Board of Commissioners, Room 322, Courthouse, Bloomington, Indiana 47404 and the Town Council of Ellettsville, P. O. Box 8, Ellettsville, Indiana, 47429.

THE PARTIES, intending to be bound, have executed this ANIMAL SHELTER INTERLOCAL AGREEMENT FOR FISCAL YEAR 2022 on this _____ day of _____, 2021.

TOWN OF ELLETTSVILLE, INDIANA

 Scott Oldham, President
 Ellettsville Town Council

DATE: _____

ATTEST:

 SANDRA HASH, Clerk/Treasurer

DATE: _____

CITY OF BLOOMINGTON

MONROE COUNTY COMMISSIONERS

JOHN HAMILTON, MAYOR

JULIE THOMAS, PRESIDENT

DATE: _____

DATE: _____

LEE JONES, COMMISSIONER

DATE: _____

PENNY GITHENS, COMMISSIONER

DATE: _____

ATTEST:

ATTEST:

NICOLE BOLDEN, CLERK

CATHERINE SMITH, COUNTY AUDITOR

DATE: _____

DATE: _____

ORDINANCE 2021-44

An Ordinance Approving the Interlocal Cooperation Agreement between the City of Bloomington, Town of Ellettsville, and Monroe County, Indiana, regarding Animal Management and Animal Shelter Services.

WHEREAS, the City of Bloomington, Indiana ("City"), Town of Ellettsville ("Town"), and the County of Monroe, Indiana ("County"), desire to enter interlocal agreement ("Agreement") which authorizes the City to provide Animal Shelter Services to the County and Town and the County to provide Animal Management Services to the Town; and

WHEREAS, the form of the Agreement has been developed and is attached to this Ordinance as Exhibit A; and

WHEREAS, the County, acting by and through its Board of Commissioners, hereby finds that the Agreement promotes the public interest and should be approved.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of Monroe County, Indiana, that the Agreement, attached as Exhibit A, is hereby approved.

Approved this 13th day of October, 2021, by the Board of Commissioners of Monroe County.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens, Commissioner

Penny Githens, Commissioner

ATTEST:

Catherine Smith, Auditor

**CITY OF BLOOMINGTON/MONROE COUNTY
 INTERLOCAL AGREEMENT FOR ANIMAL CONTROL
 FY 2022 PROJECTED COSTS**

There are four components to the Animal Control Department budget:

- Animal Shelter Operations
- Animal Control Field Operations
- Education Program
- Volunteer Program

Monroe County pays the City of Bloomington a percentage of the **Animal Shelter Operations** program. The percentage is calculated as the percentage of animals Monroe County generated of the total number of animals handled the previous year.

ANIMAL SHELTER OPERATIONS PROGRAM ACTUAL 2020 EXPENDITURES = \$820,462
 (2020 Actual Expenditure amount of \$923,084 is reduced by 2020 Actual Adoption Revenue amount of \$102,622.)

2020 NUMBER OF ANIMALS FROM MONROE COUNTY SOURCES

- Picked up by AMO's 284
- Strays brought in by county residents 562
- Animals relinquished by Monroe County residents 436

Total number of Monroe County Animals 1,282

Total number of animals handled by Shelter in 2020 2,905

Cost per animal \$282

ANIMAL SHELTER OPERATIONS PROGRAM ACTUAL 2020 COST PER ANIMAL X NUMBER OF ANIMALS TAKEN FROM COUNTY SOURCES = 2022 INTERLOCAL AMOUNT

$$\$282 \times 1282 = \$361,524$$

2022 MONROE COUNTY ANIMAL INTERLOCAL AMOUNT \$361,524



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal

Work session

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:

RESOLUTION 2021-54

**A RESOLUTION ESTABLISHING THE MONROE COUNTY
PRECINCT AND DISTRICT BOUNDARY ADVISORY COMMITTEE**

WHEREAS, the Monroe County Commissioners are empowered to established Voting Precincts and Voting Districts in Monroe County, Indiana; and,

WHEREAS, the Monroe County Commissioners must follow the Statutory guidelines, found in IC 3-11-1.5 et al, when establishing voting precincts; and,

WHEREAS, criteria include population criteria based upon the US Census data; and,

WHEREAS, the data from the 2020 Census must be incorporated in the Precinct Boundaries; and,

WHEREAS, the Indiana Election Division has alerted Monroe County that the delay in US Census will significantly compress the normal six month election precinct and districting timeline; and,

WHEREAS, the Board of Commissioners believe a four member advisory body, with no more than two members from any political party, would be very useful in reviewing, and recommending changes, if any, to the boundaries for both Precincts and Districts; and,

WHEREAS, the Board of Commissioners have determined that a Precinct and District committee should be established for review of the State issued plan and for recommending changes, if any, to the boundaries for both Precincts and Districts.

BE IT THEREFORE RESOLVED, that Monroe County Board of Commissioners hereby establishes the Precinct and District Boundary Advisory Committee

The Precinct and District Boundary Advisory Committee shall have four (4) members with not more than two representative from any political party. The Monroe County Board of Commissioners shall appoint all members. Monroe County Precinct and District Boundary Advisory Committee members may be removed from the Committee by the Board of Commissioners at any time for any reason.

The Precinct and District Boundary Advisory Committee shall work to ensure that the election precinct and district boundaries comply with legal requirements and shall be developed to promote contiguity, geographic integrity (keeping core neighborhoods together), geographically identifiable boundaries, and geographic compactness. Underlying political affiliation, an areas historical voting preference, shall not be considered during this process.

The Precinct and District Boundary Advisory Committee shall study the County Election Staff and GIS Staff updates and recommend changes, if any, that will better serve the citizens of Monroe County, to the Board of Commissioner.

The Precinct and District Boundary Advisory Committee shall review the Monroe County Districts, including the Board of Commissioners and County Council Districts, and recommend any changes that are appropriate due to the new precinct boundaries or otherwise, to the Board of Commissioners.

The Precinct and District Boundary Advisory Committee shall forward its findings and recommendations to the Board of Commissioners and the Monroe County Election Board.

The Precinct and District Advisory Committee shall operate in accordance with the Uniform Board and Commission provisions of the Monroe County Code. However, the Commission will terminate on February 1, 2022.

Approved this ___th day of October 2021, by the Board of Commissioners of Monroe County, Indiana.

MONROE COUNTY BOARD OF COMMISSIONERS

“YEAS”

“NAYS”

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens, Member

Penny Githens, Member

ATTEST: ____ October, 2021

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:

Bids were advertised and opened in a public zoom meeting on October 6, 2021 at 3:00 pm. We received six (6) sealed bids. The lowest, most responsive and responsible bidder was Ragle, Inc. We would like to award this project to Ragle. Construction on this project will take place in early 2022.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Cumulative Bridge"/>	<input type="text" value="1135"/>	<input type="text" value="\$342,578.85"/>

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:



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): October 6, 2021

1. Governmental Unit (Owner): Monroe County
2. County: Monroe
3. Bidder (Firm): Ragle, Inc.
Address: 5266 Vann Road / P.O. Box 444
City/State/ZIPcode: Newburgh, IN 47629
4. Telephone Number: 812-853-9558
5. Agent of Bidder (if applicable): Scott S. York

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Monroe County Bridge 193 Replacement

(Governmental Unit) in accordance with plans and specifications prepared by Monroe County Engineers

Bloomington, Indiana and dated September 2021 for the sum of

Three Hundred Forty Two Thousand, Five Hundred Seventy Eight Dollars and Eighty Five Cents \$ 342,578.85

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

PART II
 (For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: Monroe County
 Bidder (Firm) Ragle, Inc.
 Date (month, day, year): October 6, 2021

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
\$ 8,224,541.10	Bridge Work	11/1/20	INDOT - B40349 White River
\$ 3,831,761.15	Bridge Work	12/1/20	KYDOT - Hopkins Co., KY
\$ 1,008,334.00	Road and Sewer Work	8/30/20	City of Princeton - Seminary Street
\$ 562,870.15	Bridge Work	7/02/21	INDOT - B-38706-A Gibson Bridge

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
\$ 5,951,445.00	Chandler Downtown Watermain	12/05/21	City of Chandler
\$ 6,394,706.24	Bridge Work	10/15/21	INDOT - B40074-A Bridge Deck Overlay
\$ 8,310,106.61	Road Work	10/22/22	INDOT - R-39933-A
\$ 6,113,645.94	Road Work	6/11/22	INDOT - R-42136-A

3. Have you ever failed to complete any work awarded to you? No _____ If so, where and why?

4. List references from private firms for which you have performed work.

E&B Paving, Inc.

CSX Rail Road

Crider and Crider

IMI

RWRA of Owensboro

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

According to Plans and Specs

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

River Town Construction, LLC 5266 Vann Rd. Newburgh, IN 47630

E & B Paving 10900 Telephone Rd. Chandler, IN 47610

C.A. Fulkerson PO Box 336 Lanesville, IN 47136

C.E. Hughes PO Box 578 Jeffersonville, IN 47130

C.L.S Industries 3960 W. St. Rt. 60 Salem, IN 47167

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

To be determined

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

To Be Determined

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON - COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

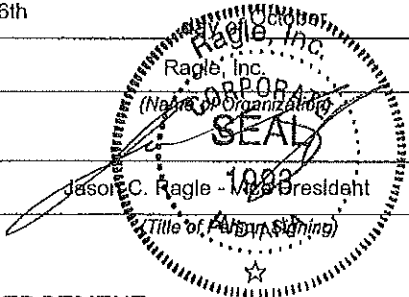
He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Warrick County this 6th day of October, 2021

By _____
Jason C. Ragle - President
(Title of Person Signing)



ACKNOWLEDGEMENT

STATE OF Indiana)
COUNTY OF Warrick) ss

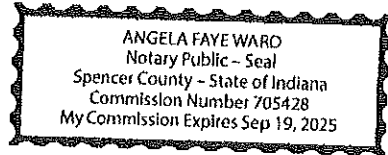
Before me, a Notary Public, personally appeared the above-named Jason C. Ragle and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 6th day of October, 2021

Angela F. Ward
Notary Public

My Commission Expires: 09/19/2025

County of Residence: Spencer



BID OF

Ragle, Inc.

(Contractor)

P.O. Box 444

(Address)

Newburgh, IN 47629

**FOR
PUBLIC WORKS PROJECTS
OF**

Monroe County Bridge 193 Replacement

Filed _____

Action taken _____

BID PROPOSAL

To the Board of County Commissioners of Monroe County, of the State of Indiana, hereinafter referred to as the Owner:

MONROE COUNTY BRIDGE 193 ON NORTHSORE DRIVE
OVER WOLF CREEK
MONROE COUNTY, INDIANA

Pursuant to the legal notice that sealed bids for the above referenced project would be received by the Board of County Commissioners of Monroe County, Indiana, the undersigned Bidder:

1. Acknowledges receipt of:
 - A. Bidding Documents, Plans, Specifications including the 2022 Indiana Department of Transportation Standard Specifications, Supplemental Specifications, General Provisions, Special Provisions and Agreement Between Owner and Contractor (the "Agreement") provided to the Bidder dated September 2, 2021.
 - B. Addenda: No. 1, dated 09/22/21 No. _____, dated _____
No. _____, dated _____ No. _____, dated _____
No. _____, dated _____ No. _____, dated _____
2. Has examined the site and all Bidding Documents, including the Agreement, Specifications and Plans. Bidder shall be responsible for performing all Work specifically required by all parts of the Bidding Documents, including all Plans and Specifications for the entire Project even though such Work may be included as related requirements specified in other sections.
3. Agrees to:
 - A. Hold this Bid Proposal open for thirty (30) calendar days after bid opening date.
 - B. Furnish a Bid Bond or certified check with this Bid Proposal for an amount specified in the Notice to Bidders and Instructions to Bidders.
 - C. If alternative bids apply, submit a Bid Proposal for each in accordance with the Instruction to Bidders.
 - D. Accept the provisions of the Instructions to Bidders regarding disposition of bid security.
 - E. Enter into and execute the Agreement with Owner, when awarded on the basis of this Bid Proposal without negotiation, and in connection therewith to:
 1. Furnish a Performance Bond and Payment Bond and insurance in accordance with the Bidding Documents.
 2. Accomplish the Work in accordance with the Contract Documents and Bidding Documents.
 3. Complete the Work within the specified Contract Time.

4. NOTICE OF AWARD: The Bidder agrees to execute the Contract provided by the Owner in the Bidding Documents when the Owner forwards the Notice of Award to the Bidder. Bidder agrees to acknowledge receipt of the Notice of Award and return the acknowledgement copy to Owner.
5. NOTICE TO PROCEED: The Bidder agrees to commence the Work under the Contract on or before the date to be specified in the Notice to Proceed. Bidder agrees to acknowledge receipt of the Notice to Proceed and return the acknowledgement copy to the Owner.
6. CONTRACT TIME: The Bidder shall complete the Work in accordance with the durations indicated in the Agreement. All work shall be completed and ready for acceptance including incidentals and clean up prior to June 1, 2022. Northshore Drive at Monroe County Bridge No. 193 shall be closed to traffic a maximum of seven (7) calendar days.
7. NON-COLLUSION: By submission of this Bid Proposal, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that the Bid Proposal has been arrived at independently, without consultation, communication or agreement as to any matter related to the Bid Proposal with any other Bidder or with any competitor.
8. ASSIGNMENT OF CONTRACTS: Owner will not assign the Work in the Agreement to another Contractor nor assign the Work of another contractor to the Agreement.
9. BASE BID: Bidder agrees to perform all work shown or specified in the Bidding Documents and Contract Documents, including the Plans and Specifications, for the unit prices given and calculated on the attached Itemized Proposal.
10. REPRESENTATIONS AND CERTIFICATIONS: The Bidder by the execution of this Bid Proposal makes the following representations and certifications as a part of his Bid Proposal. In the case of a joint venture bid, each party represents and certifies each organization.
 - A. SURETY. Bidder has notified a surety company that it is submitting a Bid Proposal for Work to be performed on the Project. The surety company has agreed to issue a Performance Bond and Payment Bond for its Work on the form provided by Owner if this Bid Proposal is accepted and the Owner awards the Agreement to Bidder.
 - B. AVAILABILITY. The number or amount of other contracts and awards pending which Bidder is or will become obligated to perform, now and during the course of its Work on this Project, will not interfere with or hinder the timely prosecution of its Work.
 - C. AFFIDAVIT OF NON-COLLUSION. Bidder has properly executed the Affidavit of Non-Collusion as provided in the Bidding Documents and included the Affidavit as part of its Bid Proposal as submitted to the Owner.
 - D. AFFIDAVIT OF NON-DISCRIMINATION. Bidder has properly executed the Affidavit of Non-Discrimination as provided in the Bid Documents and included the Affidavit as part of its Bid Proposal as submitted to the Owner.

- E. CONTRACTOR'S AFFIDAVIT OF SUBCONTRACTORS EMPLOYED. Contractor has properly executed the Contractor's Affidavit of Subcontractor's Employed as provided in the Bidding Documents and included the Affidavit as part of its Bid Proposal as submitted to the Owner.
 - F. E-VERIFY AFFIDAVIT. Bidder has properly executed the E-Verify Affidavit as provided in the Bid Documents and included the Affidavit as part of its Bid Proposal as submitted to the Owner.
11. Pursuant to Ind. Code § 22-9-1-10 and 5-16-6, the Bidder and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his hire, tenure, terms, conditions or privileges or employment or any matter directly related to employment, because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

IN TESTIMONY WHEREOF, the Proposer (Proprietor)(Firm)(Partnership)(Corporation) [strike out the inappropriate entities] has hereunto set his hand this 6th day of October, 2021.

Ragle Inc.
 PO Box 444
 Newburgh, IN 47629
 By: Jason C. Ragle
 Vice President

(Business Name)
(Address)
(Signature)
(Printed)
(Title)

STATE OF INDIANA)
) SS:
 COUNTY OF Warrick)

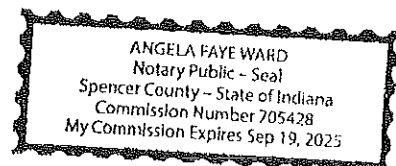
Before me, the undersigned notary public, on this 6th day of October, 2021, personally appeared Jason C. Ragle and being duly sworn, acknowledged the execution of the above Bid Proposal.

Angela F. Ward
 (Notary Public - Signature)
 Angela F. Ward
 (Notary Public - Printed)

SEAL

My Commission Expires: 09/19/2025.

Residing in Spencer County.



ITEMIZED PROPOSAL
MONROE COUNTY BRIDGE NO. 193
NORTHSHORE DRIVE
OVER WOLF CREEK
MONROE COUNTY, INDIANA

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	Construction Engineering	1	LSUM	3000.00	3000.00
2	Mobilization and Demobilization	1	LSUM	17000.00	17000.00
3	Clearing Right of Way	1	LSUM	5000.00	5000.00
4	Present Structure, Remove	1	LSUM	8000.00	8000.00
5	Pipe, Remove	16	LFT	32.15	514.40
* 6	Excavation, Common	80	CYS	27.15	2172.00
* 7	Borrow	20	CYS	1.00	20.00
* 8	Excavation, Waterway	25	CYS	25.45	636.25
* 9	Temporary Check Dam, Revetment Riprap, Modified	6	TON	80.00	480.00
* 10	Temporary Mulch	1	TON	100.00	100.00
* 11	Temporary Silt Fence	416	LFT	5.00	2080.00
* 12	Temporary Seed Mixture	25	LBS	1.00	25.00
13	Pump Around	1	EACH	2000.00	2000.00
* 14	Excavation, Foundation, Unclassified	250	CYS	29.00	7250.00
15	Excavation, Foundation, Unclassified, Undistributed	122	CYS	35.00	4270.00
16	Subgrade Treatment, Type IC	425	SYS	25.40	10795.00
17	Subgrade Treatment, Type ID, Undistributed	107	SYS	41.40	4429.80
18	Structure Backfill, Type 2	35	CYS	75.55	2644.25
19	Structure Backfill, Type 5	292	CYS	145.35	42442.20
20	Compacted Aggregate No. 2	122	CYS	49.60	6051.20
21	Compacted Aggregate No. 2, Undistributed	122	CYS	40.00	4880.00
22	Compacted Aggregate No. 8	126	CYS	59.55	7503.30
23	Compacted Aggregate No. 53	55	TON	42.25	2323.75
24	Milling, Profile	201	SYS	29.00	5829.00
25	QC/QA-HMA, 2, 64, Surface, 9.5 mm	55	TON	198.00	10890.00
26	QC/QA-HMA, 2, 64, Intermediate, 19.0 mm	79	TON	138.00	10902.00
27	QC/QA-HMA, 2, 64, Base, 25.0 mm	87	TON	122.00	10614.00
28	Asphalt for Tack Coat	1261	SYS	.20	252.20
29	Guardrail, Terminal System, W-Beam, Curved, Type 6, Modified	1	EACH	2790.00	2790.00
30	Guardrail, Terminal System, W-Beam, Curved, Type 3, Modified	1	EACH	2795.00	2795.00
31	Guardrail, W-Beam, 6'-3" Spacing	150.0	LFT	27.00	4050.00

ITEMIZED PROPOSAL
MONROE COUNTY BRIDGE NO. 193
NORTHSHORE DRIVE
OVER WOLF CREEK
MONROE COUNTY, INDIANA

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
32	Guardrail, W-Beam, Structure, Top-Mounted Posts	6	EACH	\$ 264.00	\$ 1,584.00
33	Guardrail End Treatment, Type OS, 25'-0", 27-3/4"	1	EACH	\$ 3,160.00	\$ 3,160.00
34	Guardrail End Treatment, Type OS, 50'-0", 27-3/4"	1	EACH	\$ 3,160.00	\$ 3,160.00
35	Mailbox Assembly, Reset, Single	1	EACH	\$ 185.00	\$ 185.00
36	Riprap, Class I	180	TON	\$ 68.00	\$ 12,240.00
37	Geotextiles for Riprap, Type IA	767	SYS	\$ 3.00	\$ 2,301.00
38	Geotextiles for Riprap, Type IA, Undistributed	591	SYS	\$ 2.50	\$ 1,477.50
39	Mobilization and Demobilization for Seeding	1	EACH	\$ 350.00	\$ 350.00
40	Erosion Control Blankets	94	SYS	\$ 8.00	\$ 752.00
* 41	Mulched Seeding, R	485	SYS	\$ 5.00	\$ 2,425.00
42	Structure, Coated Reinforced Concrete, Box Sections, 20 ft X 7 ft	36	LFT	\$ 3,000.00	\$ 108,000.00
** 43	Pipe, Type 1, Circular, 6", Undistributed	50	LFT	\$ 13.50	\$ 675.00
** 44	Pipe, Type 1, Circular, 8", Undistributed	50	LFT	\$ 22.50	\$ 1,125.00
** 45	Pipe, Type 1, Circular, 12", Undistributed	50	LFT	\$ 23.00	\$ 1,150.00
** 46	Pipe, Type 1, Circular, 15", Undistributed	50	LFT	\$ 32.50	\$ 1,625.00
** 47	Pipe, Type 1, Circular, 18", Undistributed	50	LFT	\$ 38.50	\$ 1,925.00
** 48	Pipe, Type 1, Circular, 24", Undistributed	50	LFT	\$ 53.50	\$ 2,675.00
49	Pipe End Section, Diameter 18 IN.	1	EACH	\$ 950.00	\$ 950.00
50	Road Closure Sign Assembly	4	EACH	\$ 210.00	\$ 840.00
51	Detour Route Marker Assembly	38	EACH	\$ 95.00	\$ 3,610.00
52	Construction Sign, A	18	EACH	\$ 185.00	\$ 3,330.00
53	Maintaining Traffic	1	LSUM	\$ 4,500.00	\$ 4,500.00
54	Barricade, III-A	48	LFT	\$ 10.00	\$ 480.00
55	Barricade, III-B	48	LFT	\$ 10.00	\$ 480.00

ITEMIZED PROPOSAL
 MONROE COUNTY BRIDGE NO. 193
 NORTHSHORE DRIVE
 OVER WOLF CREEK
 MONROE COUNTY, INDIANA

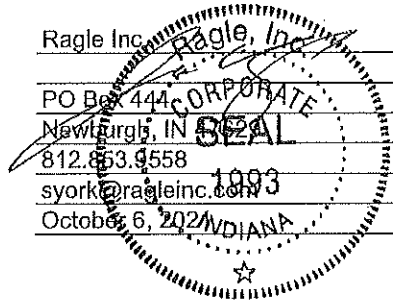
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
56	Line, Paint, Solid, White, 4 In.	460	LFT	\$ 2.00	\$ 920.00
57	Line, Paint, Solid, Yellow, 4 In.	460	LFT	\$ 2.00	\$ 920.00
SUBTOTAL					\$ 342,578.85

* Quantity shown to be final pay quantity.

** Pipe material shall consist of aluminized corrugated steel.

SUBMITTED BY:
 AUTHORIZED SIGNATURE:
 ADDRESS:
 TELEPHONE:
 EMAIL:
 DATE:

Ragle Inc.
 PO Box 444
 Newburgh, IN 46241
 812.853.9558
 syork@ragleinc.com
 October 6, 2021



TABULATION OF BIDS

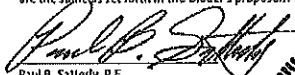
MONROE COUNTY HIGHWAY DEPARTMENT
Monroe County, Indiana

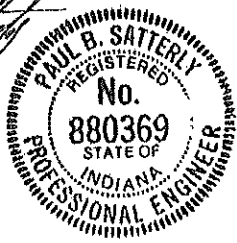
Monroe County Bridge No. 193
Northshore Drive over Wolf Creek

Engineer's Estimate: \$490,166.00
BIDS RECEIVED: October 6, 2021 at 3:00 pm

NAME AND ADDRESS OF CONTRACTOR	Ragle, Inc. P.O. Box 444 Newburgh, IN 47629	CLR, Inc. 2620 N. Walnut Street, Suite 1110 Bloomington, IN 47404	EBB Paving, LLC 2520 W. Industrial Park Drive Bloomington, IN 47404	HIS Constructors, Inc. 5150 E. 65th Street, Suite 0 Indianapolis, IN 46220	Milestone Contractors 4755 W. Arlington Road Bloomington, IN 47404	Duncan Robertson, Inc. P.O. Box 457 Franklin, IN 46131
ITEM						
Proposal Form	X	X	X	X	X	X
Bid Bond	X	X	X	X	X	X
Form 96	X	X	X	X	X	X
Non-Collusion Affidavit	X	X	X	X	X	X
Non-Discrimination Affidavit	X	X	X	X	X	X
List of Subcontractors	X	X	X	X	X	X
E-Verify Affidavit	X	X	X	X	X	X
Addendum No. 1	X	X	X	X	X	X
BASE BID PRICE	\$342,578.85	\$347,987.20	\$380,620.00	\$431,194.00	\$440,542.80	\$491,783.77

Except for any noted errors, I certify that the prices as tabulated above are the same as set forth in the Bidder's proposal.


Paul B. Satterly, P.E.
Registered Engineer No. PE0080369
State of Indiana



Prepared by:
Monroe County Highway Department
Bloomington, Indiana
October 7, 2021

Recommendation for award is on October 13, 2021 at 10:00 am at the Courthouse, Nat U. Hill Room, Bloomington, Indiana.

Award of this bid will be made to the lowest cost, most responsive and most responsible bidder subject to the following conditions:

1. Submittal of Performance and Payment Bonds by the Contractor to the County.
2. Submit list of all subcontractors and suppliers to the Engineer for review and approval.
3. Submittal of fully executed construction contract, subject to review by the Legal Department.

BID RESULTS
MONROE COUNTY BRIDGE NO. 193
NORTHSHORE DRIVE OVER WOLF CREEK
MONROE COUNTY, INDIANA

ITEM	DESCRIPTION	QTY	UNIT	Raglo UNIT PRICES	CLR UNIT PRICES	E&B UNIT PRICES	HIS UNIT PRICES	Milestone UNIT PRICES	Duncan Robertson UNIT PRICES
1	Construction Engineering	1	LSUM	\$3,000.00	\$16,000.00	\$6,100.00	\$4,330.56	\$2,360.00	\$6,000.00
2	Mobilization and Demobilization	1	LSUM	\$17,000.00	\$15,000.00	\$18,099.30	\$29,099.00	\$18,200.00	\$25,000.00
3	Cleaning Right Of Way	1	LSUM	\$5,000.00	\$500.00	\$1,100.00	\$13,553.52	\$750.00	\$10,000.00
4	Present Structure, Remove	1	LSUM	\$8,000.00	\$17,000.00	\$2,900.00	\$17,000.00	\$7,500.00	\$35,000.00
5	Pipe, Remove	16	LFT	\$32.15	\$20.00	\$19.00	\$70.36	\$12.90	\$25.00
6	Excavation, Common	00	CYS	\$27.15	\$35.00	\$168.00	\$24.62	\$160.00	\$40.00
7	Borrow	20	CYS	\$1.00	\$60.00	\$20.00	\$84.81	\$115.00	\$70.00
8	Excavation, Waterway	25	CYS	\$25.45	\$33.00	\$165.00	\$60.05	\$150.00	\$55.00
9	Temporary Check Dam, Revetment Riprap, Modified	6	TON	\$80.00	\$70.00	\$240.00	\$128.62	\$125.00	\$65.00
10	Temporary Mulch	1	TON	\$100.00	\$750.00	\$100.00	\$92.86	\$570.00	\$550.00
11	Temporary Silt Fence	416	LFT	\$5.00	\$5.00	\$5.75	\$3.22	\$3.40	\$4.00
12	Temporary Seed Mixture	25	LBS	\$1.00	\$5.00	\$1.00	\$4.51	\$21.60	\$4.25
13	Pump Around	1	EACH	\$2,000.00	\$4,000.00	\$7,200.00	\$14,580.28	\$12,000.00	\$15,000.00
14	Excavation, Foundation, Unclassified	250	CYS	\$28.00	\$25.00	\$38.00	\$28.89	\$73.00	\$45.00
15	Excavation, Foundation, Unclassified, Undistributed	122	CYS	\$35.00	\$14.00	\$38.00	\$29.00	\$73.00	\$45.00
16	Subgrade Treatment, Type 1C	425	SYS	\$25.40	\$36.00	\$30.00	\$34.82	\$34.00	\$40.00
17	Subgrade Treatment, Type 1D, Undistributed	107	SYS	\$41.40	\$24.00	\$40.00	\$60.00	\$45.00	\$40.00
18	Structure Backfill, Type 2	35	CYS	\$75.55	\$55.00	\$82.00	\$253.74	\$59.00	\$80.00
19	Structure Backfill, Type 5	202	CYS	\$145.35	\$92.00	\$122.00	\$176.32	\$225.00	\$175.00
20	Compacted Aggregate No. 2	122	TON	\$49.60	\$51.00	\$64.00	\$60.37	\$65.00	\$70.00
21	Compacted Aggregate No. 2, Undistributed	122	TON	\$40.00	\$44.00	\$64.00	\$61.00	\$65.00	\$70.00
22	Compacted Aggregate No. 8	126	TON	\$59.55	\$51.00	\$76.00	\$63.51	\$70.00	\$80.00
23	Compacted Aggregate, No. 50	55	TON	\$42.25	\$46.00	\$60.00	\$94.08	\$60.00	\$55.00
24	Milling, Profile	201	SYS	\$29.00	\$12.00	\$29.00	\$29.60	\$28.00	\$33.00
25	QC/QA-HMA, 2, 64, Surface, 9.5 mm	55	TON	\$188.00	\$230.00	\$188.00	\$231.74	\$200.00	\$218.00
26	QC/QA-HMA, 2, 64, Intermediate, 19.0 mm	79	TON	\$138.00	\$138.00	\$138.00	\$181.52	\$125.00	\$152.00
27	QC/QA-HMA, 2, 64, Base, 25.0 mm	87	TON	\$122.00	\$122.00	\$122.00	\$142.79	\$150.00	\$134.00
28	Asphalt for Tack Coat	1261	SYS	\$0.20	\$0.20	\$0.20	\$0.23	\$1.00	\$0.22
29	Guardrail, Terminal System, W-Beam Curved, Type 6, Modified	1	EACH	\$2,790.00	\$3,175.00	\$2,790.00	\$3,265.47	\$2,800.00	\$3,070.00
30	Guardrail, Terminal System, W-Beam Curved, Type 3, Modified	1	EACH	\$2,795.00	\$3,185.00	\$2,795.00	\$3,271.31	\$2,800.00	\$3,075.00
31	Guardrail, W-Beam, 6'-0" Spacing	160	LFT	\$27.00	\$31.00	\$27.00	\$31.00	\$27.00	\$30.00

BID RESULTS
MONROE COUNTY BRIDGE NO. 193
NORTHSHORE DRIVE OVER WOLF CREEK
MONROE COUNTY, INDIANA

ITEM	DESCRIPTION	QTY	UNIT	Ragle UNIT PRICES	CLR UNIT PRICES	E&B UNIT PRICES	HIS UNIT PRICES	Milestone UNIT PRICES	Duncan Robertson UNIT PRICES
32	Guardrail, W-Beam, Structure, Top-Mounted Posts	0	EACH	\$264.00	\$200.00	\$264.00	\$308.99	\$265.00	\$290.00
33	Guardrail, End Treatment, Type OS, 25'-0", 27'-3/4"	1	EACH	\$3,160.00	\$3,600.00	\$3,160.00	\$3,698.52	\$3,150.00	\$3,475.00
34	Guardrail, End Treatment, Type OS, 50'-0", 27'-3/4"	1	EACH	\$3,160.00	\$3,600.00	\$3,160.00	\$3,698.52	\$3,150.00	\$3,475.00
35	Manhole Assembly, Reset, Single	1	EACH	\$165.00	\$125.00	\$185.00	\$216.53	\$185.00	\$204.00
36	Riprap, Class 1	180	TON	\$88.00	\$40.00	\$85.00	\$48.67	\$49.00	\$50.00
37	Geotextile for Riprap, Type 1A	767	SYS	\$3.00	\$2.50	\$2.50	\$1.91	\$3.00	\$4.00
38	Geotextile for Riprap, Type 1A, Undistributed	591	SYS	\$2.50	\$2.50	\$2.50	\$2.48	\$3.00	\$4.00
39	Mobilization and Demobilization for Seeding	1	EACH	\$350.00	\$667.00	\$350.00	\$458.16	\$780.00	\$440.00
40	Erosion Control Blankets	94	SYS	\$8.00	\$11.00	\$8.00	\$3.39	\$7.75	\$3.20
41	Mulched Seeding, R	465	SYS	\$5.00	\$2.00	\$5.50	\$2.65	\$3.30	\$2.50
42	Structure, Coated Reinforced Concrete, Box Sections, 20 ft X 7 ft.	36	LFT	\$3,000.00	\$3,582.00	\$3,225.00	\$2,999.86	\$3,400.00	\$4,500.00
43	Pipe, Type 1, Circular, 6", Undistributed	60	LFT	\$13.60	\$3.00	\$22.00	\$43.00	\$23.00	\$26.00
44	Pipe, Type 1, Circular, 8", Undistributed	50	LFT	\$22.50	\$6.00	\$27.00	\$45.60	\$28.00	\$30.00
45	Pipe, Type 1, Circular, 12", Undistributed	50	LFT	\$23.00	\$9.00	\$33.00	\$50.00	\$31.50	\$40.00
46	Pipe, Type 1, Circular, 15", Undistributed	50	LFT	\$32.50	\$12.00	\$38.00	\$51.00	\$37.00	\$45.00
47	Pipe, Type 1, Circular, 18", Undistributed	50	LFT	\$38.50	\$15.00	\$44.00	\$56.00	\$38.50	\$55.00
48	Pipe, Type 1, Circular, 24", Undistributed	50	LFT	\$53.50	\$17.00	\$55.00	\$67.00	\$39.50	\$60.00
49	Pipe End Section, Diameter 18 IN.	1	EACH	\$950.00	\$550.00	\$950.00	\$1,688.80	\$800.00	\$800.00
50	Road Closure Sign Assembly	4	EACH	\$210.00	\$86.00	\$154.00	\$180.25	\$155.00	\$82.00
51	Delour Route Marker Assembly	38	EACH	\$95.00	\$45.00	\$114.00	\$133.43	\$115.00	\$66.00
52	Construction Sign, A	18	EACH	\$185.00	\$75.00	\$179.00	\$269.51	\$180.00	\$82.00
53	Maintaining Traffic	1	LSUM	\$4,500.00	\$5,000.00	\$7,500.00	\$5,852.09	\$15,200.00	\$10,000.00
54	Barricade, III-A	48	LFT	\$10.00	\$7.00	\$9.00	\$10.53	\$9.00	\$5.60
55	Barricade, III-B	48	LFT	\$10.00	\$7.00	\$10.00	\$11.70	\$10.00	\$5.60
56	Line, Paint, Solid, White, 4 In.	460	LFT	\$2.00	\$0.60	\$1.00	\$1.17	\$1.00	\$0.66
57	Line, Paint, Solid, Yellow, 4 In.	460	LFT	\$2.00	\$0.60	\$1.00	\$1.17	\$1.00	\$0.66
TOTAL									

* Quantity shown to be final pay quantity.

** Pipe material shall consist of aluminumized corrugated steel.

BID RESULTS
MONROE COUNTY BRIDGE NO. 193
NORTHSHORE DRIVE OVER WOLF CREEK
MONROE COUNTY, INDIANA

ITEM	DESCRIPTION	QTY	UNIT	Regle TOTALS	CLR TOTALS	E&B TOTALS	HIS TOTALS	Milestone TOTALS	Duncan Robertson TOTALS
1	Construction Engineering	1	LSUM	\$3,000.00	\$16,000.00	\$6,100.00	\$4,330.55	\$2,300.00	\$6,000.00
2	Mobilization and Demobilization	1	LSUM	\$17,000.00	\$15,000.00	\$10,099.30	\$29,000.00	\$18,200.00	\$25,000.00
3	Clearing Right Of Way	1	LSUM	\$5,000.00	\$500.00	\$1,100.00	\$13,553.52	\$750.00	\$10,000.00
4	Present Structure, Remove	1	LSUM	\$8,000.00	\$17,000.00	\$2,800.00	\$17,000.00	\$7,600.00	\$35,000.00
5	Pipe, Remove	16	LFT	\$514.40	\$320.00	\$304.00	\$1,222.08	\$206.40	\$400.00
6	Excavation, Common	80	CYS	\$2,172.00	\$2,800.00	\$13,440.00	\$1,969.60	\$12,000.00	\$3,200.00
7	Borrow	20	CYS	\$20.00	\$1,209.00	\$400.00	\$1,696.20	\$2,306.00	\$1,400.00
8	Excavation, Waterway	25	CYS	\$636.25	\$825.00	\$4,125.00	\$1,501.25	\$3,750.00	\$1,375.00
9	Temporary Check Dam, Revatment R/prop. Modified	6	TON	\$480.00	\$420.00	\$1,440.00	\$771.72	\$750.00	\$390.00
10	Temporary Mulch	1	TON	\$100.00	\$750.00	\$100.00	\$582.86	\$570.00	\$550.00
11	Temporary Sill Fence	416	LFT	\$2,080.00	\$2,080.00	\$2,392.00	\$1,339.52	\$1,414.40	\$1,664.00
12	Temporary Seed Mixture	25	LBS	\$25.00	\$125.00	\$26.00	\$112.75	\$540.00	\$106.25
13	Pump Around	1	EACH	\$2,000.00	\$4,000.00	\$7,200.00	\$14,580.28	\$12,000.00	\$16,000.00
14	Excavation, Foundation, Unclassified	250	CYS	\$7,250.00	\$6,250.00	\$8,500.00	\$7,222.50	\$18,250.00	\$11,250.00
15	Excavation, Foundation, Unclassified, Undistributed	122	CYS	\$4,270.00	\$1,708.00	\$4,636.00	\$3,538.00	\$8,906.00	\$5,490.00
16	Subgrade Treatment, Type IC	425	SYS	\$10,795.00	\$15,300.00	\$12,760.00	\$14,798.50	\$14,450.00	\$17,000.00
17	Subgrade Treatment, Type ID, Undistributed	107	SYS	\$4,429.80	\$2,589.00	\$4,280.00	\$6,420.00	\$4,815.00	\$4,280.00
18	Structure Backfill, Type 2	35	CYS	\$2,644.25	\$1,925.00	\$2,870.00	\$8,880.90	\$2,065.00	\$2,800.00
19	Structure Backfill, Type 5	292	CYS	\$42,442.20	\$26,864.00	\$35,624.00	\$51,485.44	\$65,700.00	\$51,300.00
20	Compacted Aggregate No. 2	122	TON	\$6,051.20	\$6,222.00	\$7,808.00	\$7,365.14	\$7,930.00	\$8,540.00
21	Compacted Aggregate No. 2, Undistributed	122	TON	\$4,800.00	\$5,366.00	\$7,808.00	\$7,442.00	\$7,930.00	\$8,540.00
22	Compacted Aggregate No. 8	128	TON	\$7,503.30	\$6,428.00	\$9,576.00	\$10,522.26	\$8,820.00	\$10,080.00
23	Compacted Aggregate, No. 53	55	TON	\$2,323.75	\$2,475.00	\$3,300.00	\$5,189.25	\$3,300.00	\$3,025.00
24	Milling, Profile	201	SYS	\$5,829.00	\$2,412.00	\$5,829.00	\$5,145.60	\$5,025.00	\$6,633.00
25	GC/QA-HMA, 2, 64, Surface, 9.5 mm	55	TON	\$10,890.00	\$12,650.00	\$10,890.00	\$12,745.70	\$11,000.00	\$11,980.00
26	GC/QA-HMA, 2, 64, Intermediate, 19.0 mm	79	TON	\$10,902.00	\$10,902.00	\$10,902.00	\$12,760.08	\$8,875.00	\$12,008.00
27	GC/QA-HMA, 2, 64, Base, 25.0 mm	87	TON	\$10,614.00	\$10,614.00	\$10,614.00	\$12,422.73	\$13,050.00	\$11,658.00
28	Asphalt for Tack Coat	1281	SYS	\$252.20	\$252.20	\$252.20	\$290.03	\$1,261.80	\$277.42
29	Guardrail, Terminal System, W-Beam Curved, Type 6, Modified	1	EACH	\$2,790.00	\$3,175.00	\$2,790.00	\$3,265.47	\$2,800.00	\$3,070.00
30	Guardrail, Terminal System, W-Beam Curved, Type 3, Modified	1	EACH	\$2,795.00	\$3,185.00	\$2,795.00	\$3,271.31	\$2,800.00	\$3,075.00
31	Guardrail, W-Beam, 6'-3" Spacing	150	LFT	\$4,050.00	\$4,650.00	\$4,050.00	\$4,740.00	\$4,050.00	\$4,500.00

BID RESULTS
 MONROE COUNTY BRIDGE NO. 193
 NORTHSIDE DRIVE OVER WOLF CREEK
 MONROE COUNTY, INDIANA

ITEM	DESCRIPTION	QTY	UNIT	RNGE TOTALS	CLR TOTALS	E&B TOTALS	HIS TOTALS	Milestone TOTALS	Duncan Robertson TOTALS
32	Guardrail, W-Beam, Structure, Top-Mounted Posts	6	EACH	\$1,584.00	\$1,200.00	\$1,584.00	\$1,853.94	\$1,990.00	\$1,740.00
33	Guardrail, End Treatment, Type OS, 26'-0", 27'-3/4"	1	EACH	\$3,160.00	\$3,600.00	\$3,160.00	\$3,698.52	\$3,150.00	\$3,475.00
34	Guardrail, End Treatment, Type OS, 50'-0", 27'-3/4"	1	EACH	\$3,160.00	\$3,600.00	\$3,160.00	\$3,698.52	\$3,150.00	\$3,475.00
35	Manhole Assembly, Reset, Single	1	EACH	\$185.00	\$125.00	\$185.00	\$216.53	\$185.00	\$204.00
36	Riprap, Class 1	180	TON	\$12,240.00	\$7,200.00	\$15,480.00	\$8,760.60	\$8,820.00	\$9,000.00
37	Geotextile for Riprap, Type 1A	767	SYS	\$2,301.00	\$1,917.50	\$1,917.50	\$1,464.97	\$2,301.00	\$3,066.00
38	Geotextile for Riprap, Type 1A, Undistributed	591	SYS	\$1,477.50	\$1,477.50	\$1,477.50	\$1,418.40	\$1,773.00	\$2,364.00
39	Mobilization and Demobilization for Seeding	1	EACH	\$350.00	\$667.00	\$350.00	\$468.15	\$700.00	\$440.00
40	Erosion Control Blankets	94	SYS	\$752.00	\$1,034.00	\$752.00	\$318.66	\$726.60	\$300.80
41	Mulched Seeding, R	485	6YS	\$2,425.00	\$970.00	\$3,162.50	\$1,285.25	\$1,600.50	\$1,212.50
42	Structure, Coated Reinforced Concrete, Box Sections, 20 R X 7 ft.	36	LFT	\$108,000.00	\$128,952.00	\$116,100.00	\$107,998.56	\$122,400.00	\$182,000.00
43	Pipe, Type 1, Circular, 6", Undistributed	60	LFT	\$675.00	\$150.00	\$1,100.00	\$2,150.00	\$1,150.00	\$1,250.00
44	Pipe, Type 1, Circular, 8", Undistributed	50	LFT	\$1,125.00	\$300.00	\$1,350.00	\$2,250.00	\$1,300.00	\$1,500.00
45	Pipe, Type 1, Circular, 12", Undistributed	50	LFT	\$1,150.00	\$450.00	\$1,650.00	\$2,500.00	\$1,575.00	\$2,000.00
46	Pipe, Type 1, Circular, 15", Undistributed	50	LFT	\$1,825.00	\$600.00	\$1,800.00	\$2,550.00	\$1,850.00	\$2,250.00
47	Pipe, Type 1, Circular, 18", Undistributed	50	LFT	\$1,925.00	\$750.00	\$2,200.00	\$2,800.00	\$3,925.00	\$2,750.00
48	Pipe, Type 1, Circular, 24", Undistributed	50	LFT	\$2,675.00	\$850.00	\$2,750.00	\$3,350.00	\$3,975.00	\$3,000.00
49	Pipe End Section, Diameter 18 IN.	1	EACH	\$950.00	\$550.00	\$950.00	\$1,688.60	\$800.00	\$800.00
50	Road Closure Sign Assembly	4	EACH	\$840.00	\$344.00	\$816.00	\$721.00	\$620.00	\$328.00
51	Detour Route Marker Assembly	38	EACH	\$3,610.00	\$1,710.00	\$4,332.00	\$5,070.34	\$4,378.00	\$2,508.00
52	Construction Sign, A	18	EACH	\$3,330.00	\$1,350.00	\$3,222.00	\$3,771.18	\$3,240.00	\$1,476.00
53	Maintaining Traffic	1	LSUM	\$4,500.00	\$5,000.00	\$7,500.00	\$5,852.09	\$15,200.00	\$10,000.00
54	Barricade, III-A	48	LFT	\$480.00	\$336.00	\$432.00	\$505.44	\$432.00	\$316.80
55	Barricade, III-B	48	LFT	\$480.00	\$336.00	\$480.00	\$561.60	\$480.00	\$316.80
56	Line, Paint, Solid, White, 4 In.	480	LFT	\$920.00	\$276.00	\$460.00	\$538.20	\$460.00	\$303.60
57	Line, Paint, Solid, Yellow, 4 In.	460	LFT	\$920.00	\$276.00	\$460.00	\$538.20	\$460.00	\$303.60
TOTAL				\$342,576.85	\$347,887.20	\$380,620.00	\$431,194.00	\$440,642.88	\$491,783.77

* Quantity shown to be final pay quantity.

** Pipe material shall consist of aluminumized corrugated steel.



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 will likely be recorded before the Plan Commission meetings in August.

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. The PUD outline is proposing a mixed use development that would include paired town-home condominiums, multi-family residences, and commercial space. The petitioner states in their written statement (Exhibit 1) that this project will complement the existing community as well as the soon-to-be developed Southern Meadows, bordering this PUD site to the east. 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.

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
Michael Flory
Kendall Knoke"/>	<input type="text"/>

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

Attorney who reviewed:

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

TO: THE COMMISSIONERS OF MONROE COUNTY, INDIANA

CERTIFICATION

I, Larry Wilson, hereby certify that during its meeting on September 7th, 2021 the Monroe County Plan Commission considered Petition No. PUO-21-2 for a Planned Unit Outline Plan Amendment (Ordinance No. 2021-41) to the Monroe County Zoning Ordinance and made a positive recommendation to approve thereon, based on the findings, conditions, and Highway Department and Stormwater reports, with a vote of 7-1.

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



Larry Wilson
Planning Director

9-14-2021
Date

ORDINANCE # 2021-41

An ordinance to adopt the Joseph Greene Planned Unit Development (PUD) Outline Plan Amendment 2 (Revised).

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 the “Joseph Greene Planned Unit Development (PUD) Outline Plan Amendment 2 (Revised)” (hereinafter JOE GREENE AMD2), located on the east side of the intersection of 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 September 14, 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 [September] ____, 2021 meeting, and accepted public comment on the proposed Amendments during its [September] ____, 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 Amendment and made representations to the Plan Commission pertaining to the use and development of the real estate, which Outline Plan

Amendment is made a part of the Plan Commission packet, Joseph Greene Planned Unit Development (PUD) Outline Plan Amendment 2 (Revised);

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, the area of Clear Creek is residential in nature co-mingled with small businesses including a bed and breakfast, antique store, US Post Office, two fitness gyms, and a canvas repair shop; 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 JOE GREENE AMD2 is set out on Page 1 of the JOE GREENE AMD2 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 conform with the Monroe County Comprehensive Plan by supporting a variety of housing types and neighborhood commercial uses as a local amenity, and to more effectively utilize the increased size of the parcel available; and

Whereas, the Blind Squirrels' proposed JOE GREENE AMD2 PUD is of substantive difference from the Joe Greene PUD Ordinance 2006-17, and as amended by 2008-23, in terms of uses, boundaries and development standards; and

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

Section I:

The Joseph Greene Planned Unit Development (PUD) Outline Plan Amendment 2 (Revised) will rezone the parcel located at 4831/4833 to a mixed use Planned Unit Development (M-PUD). The JOE GREENE AMD2 allows residential uses along with commercial uses, which uses are enumerated in the Outline Plan for JOE GREENE AMD2, which is attached hereto in the Plan Commission packet and incorporated herein. The JOE GREENE AMD2 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 JOE GREENE AMD2 must comply with and implement the standards, covenants and representations in the JOE GREENE AMD2 Outline Plan. The parcel is located in Perry Township Sections 20 and 21, with its legal description as described in the JOE GREENE AMD2 Outline Plan section, "Legal Description of Property."

1. Commercial land uses for Areas B and D are limited to those set forth in the JOE GREENE AMD2 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 JOE GREENE AMD2-PUD parcel, and the construction of a path along the side of the JOE GREENE AMD2-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 JOE GREENE AMD2, the entire text of the original Joe Greene PUD 2006-17, and as amended by Ordinance in 2008-23, are repealed and replaced.

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

CASE NUMBER PUO-21-2
PLANNER Drew Myers
PETITIONER Blind Squirrels, LLC
 c/o Kendall Knoke, Smith Design Group, Inc.
REQUEST Joseph Greene - PUD Outline Plan Amendment 2 (REVISED)
 Waiver of Final Hearing Requested
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
2. Conceptual Site Plan
3. Outline Plan Area Map
4. Preliminary Drainage Plan
5. [2021-04-19 TIS Southern Meadows](#)
6. TIS Supplemental Discussion

PUBLIC MEETING OUTLINE (subject to change):

1. Plan Review Committee – July 8, 2021 (Recommendation)
2. Plan Commission Administrative – August 3, 2021
3. Preliminary Hearing - Plan Commission Regular Session – August 17, 2021 *~continued*
4. Plan Commission Administrative – September 7, 2021
5. Final Hearing - Plan Commission Regular Session – September 21, 2021
6. Final Decision - County Commissioners - TBD

RECOMMENDATION TO THE PLAN COMMISSION

Recommendation to the Plan Commission:

- Staff recommends forwarding a “positive recommendation” to the Monroe County Board of Commissioners based on the findings of fact, subject to the Highway and MS4 Coordinator reports.

RECOMMENDATION TO THE PLAN REVIEW COMMITTEE

Recommendation to the Plan Review Committee:

- Staff recommends forwarding a “positive recommendation” to the Plan Commission based on the petition’s compatibility with the Monroe County Comprehensive Plan.

PLAN REVIEW COMMITTEE – July 8, 2021

The Plan Review Committee did not proceed to vote on a recommendation for this petition. PRC members primarily discussed details regarding the drainage plans for the project site and overall concerns with the existing floodway.

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 will likely be recorded before the Plan Commission meetings in August.

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. The PUD outline is proposing a mixed use development that would include paired townhome condominiums, multi-family residences, and commercial space. The petitioner states in their written statement (Exhibit 1) that this project will complement the existing community as well as the soon-to-be developed Southern Meadows, bordering this PUD site to the east. 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.

BACKGROUND

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

This PUD petition is listed as the Joseph Greene Planned Unit Development Outline Plan Amendment 2 (REVISED). The original Amendment 2 (2010-PUO-03) was filed in October 2020 by the same petitioner, Blind Squirrels LLC, and was eventually denied by the Monroe County Board of Commissioners by a vote of 3-0. The Commissioners at that time were concerned for the petition’s overall density and scale, parking availability, and its compatibility with the character of the area.

Part of the property included in this PUD amendment has a current list of permitted uses for the 1.5 acre parcel known as the Joseph Greene PUD. None of the uses below are being requested to be retained in the new PUD amendment.

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, but that the amendment will change the allowable uses in.
- **Green** = the portion of the property recently added by way of quiet title action from an abandoned railroad corridor.

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

- Petitioner
 - Parcels
 - Roads
 - Hydrologic Features
- Monroe County Zoning**
- LR - Low Density Residential
 - MR - Medium Density Residential
 - PUD - Planned Unit Development
 - RE1 - Estate Residential 1
 - RS3.5/PRO6 - Single Dwell. Res. 3.5/PRO6



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 1) that the proposed use for the development are:

The Outline Plan Area Map (Exhibit A) shows the various areas within this PUD, described as A thru E. The structures within the PUD will echo earlier Monroe County buildings such as a train depot and the Showers furniture factory. Area A consists of open space as part of the PUD requirement, and includes a nature path with benches and picnic table for residents to enjoy. Area B, located north of That Road, will contain multi-family residential units with the option to convert lower-level units into commercial space. Area C, to the south of the West That Road extension, will be a series of townhomes housed in three buildings whose architecture will evoke the famous saw-tooth structure of the historic Showers Furniture factory. 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 South Rogers Street. The final building to the south in Area D will contain commercial space on the lower level and an apartment on the upper level in an old-style gabled structure. And finally, area E, which is also open space.

TABLE 1: Proposed land uses for the entire PUD

Permitted Land Uses by AREA – Joseph Greene PUD Outline Plan Amendment					
USES	Area A (Open Space)	Area B (Multi-family apartments w/convertible Commercial 1 st floor)	Area C (Multi-family townhomes)	Area D (Commercial Lower level-upper level multi-family Condominium)	Area E (Open Space, detention)
Bike Shop (retail) *		P		P	
Bakery (retail)				P	
Construction Trailer		P	P		
Convenience Store				P	
Home Occupation		P	P	P	
Multi-family Dwelling (max 8 units)		P			
Multi-family Dwelling (max 15 units)			P		
Multi-family Dwelling (max 1 unit)				P	
Open Space	P				P
Restaurant **				P	
Tavern				P	
Temporary/Seasonal Activity ***		P		P	
Wired Communications (Smithville- existing)		P			

* Personal Electric Transportation (PET) sales such as electric bikes, skateboards, scooters, one wheels, etc

**Small scale restaurant – no friers

***single/day use such as food truck or produce stand (maximum 1 stand at any given time)

TABLE 2: Land use comparison

USES	AREA A	AREA B	AREA C	AREA D	AREA E	Ch. 804 MR	Ch. 804 HR	Ch. 804 LB
Bike Shop (retail)*		P		P				P
Bakery (retail)				P				P
Construction Trailer		P	P			P	P	P
Convenience Store				P				P
Home Occupation		P	P	P		P	P	
Multi-family Dwelling		P	P	P				
Open Space	P				P	P	P	P
Restaurant**				P				P
Tavern				P				
Temporary/ Seasonal Activity***		P		P				P
Wired Communications		P				C	C	C

* Personal Electric Transportation (PET) sales such as electric bikes, skateboards, scooters, one wheels, etc

** Small scale restaurant – no fryers

*** single/day use such as food truck or produce stand (max. 1 stand at any given time)

DESIGN STANDARDS ANALYSIS

Staff reviewed both existing design standards associated with the petition site and the proposed design standards.

ENTIRE PUD – Height, Bulk, Area, and Density

Height, Bulk, Area, and Density to meet current Monroe County ordinance requirements in Chapter 804 as of the approval date of this PUD amendment with the following exceptions:

- Maximum Building Coverage: 18% of the total PUD site area (not including public right-of-way)
- 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 (not including public right-of-way)
- 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 extension shall require an 80' wide dedicated right of way

ENTIRE PUD – Off-Street Parking and Loading

Off-street parking and loading to meet current Monroe County ordinance off-street parking and loading requirements in Chapter 806 as of the approval date of this PUD amendment with the following additional notes:

- Bike shop (retail) use to require 3 spaces per 1000 SF of GFA

- Temporary/Seasonal Activity use to require 3 spaces per 1000 SF of GFA

ENTIRE PUD = 78 spaces (+ residential garages)

AREA A = N/A

AREA B = 18 spaces

AREA C = 37 spaces (+ 15 residential one or two car garages)

AREA D = 23 spaces

AREA E = N/A

TABLE 3: Parking Standards Comparison

	Proposed PUD	Ch. 806
Bike Shop (retail)*	3/1000 GFA	3/1000 GFA
Bakery (retail)	5/1000 GFA	5/1000 GFA
Convenience Store	3/1000 GFA + 1/employee on largest shift	3/1000 GFA + 1/employee on largest shift
Multi-family Dwelling	1.6 spaces/unit	1.6 spaces/unit
Restaurant	1/3 seats + 1/2 employees on largest shift	1/3 seats + 1/2 employees on largest shift
Tavern	1/4 seats	1/4 seats

*Closest use comparison is Ch. 802 “Sporting Goods”

ENTIRE PUD – Landscaping

- No other Landscape Buffer Yards are required between mixed-use lots and residential lots within this PUD, except between Area C and Area D.
- Removal of trees is allowed in where building improvements, streets, and infrastructure will be place.

ENTIRE PUD – Sustainability Standards

- A minimum of 10% of exterior parking spaces must use pervious pavers
- Recycling must be provided on site
- A minimum of one (1) electric vehicle charging space per 25 exterior parking spaces must be provided.
- Energy Star Certified appliances shall be used in all residential units.

ENTIRE PUD – Signage Standards

- Signage to meet current Monroe County ordinance signage requirements as of the approval date of this PUD amendment.

ENTIRE PUD – Utility Standards

- All new utilities must be buried when installed. No new overhead utility lines are permitted.

ENTIRE PUD – HOA Standards

- If a Homeowner’s Association is required for the maintenance of the storm water infrastructure on site it must be formed prior to the issuance of an occupancy permit.

AREA A (0.86 Acres)

- Entire area is designated DNR floodplain: AE & Floodway
- No uses other than “Open Space” are permitted
- Open space shall be cleared of invasive species ground cover at the time of construction

- A nature path with a minimum of two (2) benches and one (1) picnic table shall be established at the time of construction

AREA B (0.60 Acres)

- Maximum Gross Density: eight (8) units
- Bedroom Count: Not to exceed eight (8) 2-bedroom units
- Minimum Lot Area: 0.21 acres
- Minimum Lot Width at Building Line: 60 feet
- Minimum Front Setback (S Rogers ST): 55 feet from centerline or 10 feet from R/W
- Minimum Front Setback* (W That RD): 50 feet from centerline or 10 feet from R/W
- Minimum Side Setback*: 5 feet
- Minimum Rear Setback*: 10 feet
- Maximum Building Height: Two (2) stories not to exceed 35 feet
- Maximum Commercial Use – 1st floor only: 2,000 net square feet.
- Architectural Standards:
 - Siding shall be horizontal in nature
 - A minimum of 1 apartment unit shall be maintained on the first floor at all times, or 2nd floor units will be made accessible via a lift.
 - Maximum gross square footage shall be no greater than 5,440 (including porches on three sides that are no less than 12 feet in width).

AREA C (0.95 Acres)

- Maximum Gross Density: fifteen (15) units
- Bedroom Count: Not to exceed fifteen (15) 2-bedroom single family dwelling units
- Minimum Lot Area: 0.21 acres
- Minimum Lot Width at Building Line: 20 feet
- Minimum Front Setback (S Rogers ST): 55 feet from centerline or 10 feet from R/W
- Minimum Front Setback* (W That RD): 50 feet from centerline or 10 feet from R/W
- Minimum Side Setback*: 5 feet
- Minimum Rear Setback*: 10 feet
- Maximum Building Height: Two (2) stories not to exceed 35 feet
- Architectural Standards:
 - Siding materials facing W That RD or S Rogers ST shall be brick or stone
 - Fifteen condominiums maximum
 - Garages are permitted for each unit

AREA D (0.41 Acres)

- Maximum Gross Density: one (1) unit
- Bedroom Count: 1-2 bedroom single unit
- Minimum Lot Area: 0.21 acres
- Minimum Lot Width at Building Line: 60 feet
- Minimum Front Setback (S Rogers ST): 55 feet from centerline or 10 feet from R/W
- Minimum Front Setback* (W That RD): N/A
- Minimum Side Setback*: 5 feet
- Minimum Rear Setback*: 10 feet
- Maximum Building Height: Two (2) stories not to exceed 35 feet
- Maximum Commercial Use – 1st floor only: 1,600 net square feet
- Architectural Standards:
 - Siding materials facing S Rogers shall be brick, stone, Masonite, and/or wood.

AREA E (0.20 Acres)

- Designated open space

- No uses permitted

*Covered porches shall be allowed to project into the required yard or beyond the building setback line a maximum of six (6) feet.

TABLE 4: Design Standards Comparison

	AREA B	AREA C	AREA D	ENTIRE PUD	Ch. 804 MR	Ch. 804 HR	Ch. 804 LB
Lot Area Requirements							
Gross Density	8 units	15 units	1 unit	5.9 units/acre	4.80 units/acre	7.30 units/acre	--
Min. Lot Area (acres)	0.21	0.21	0.21	--	0.21	0.14	--
Min. Lot Width (feet)	60	60	60	--	60	50	50
Max. Height (feet)	35	35	35	--	35	35	35
Setback and Open Space Requirements (feet)							
Minor Collector (S Rogers ST)	10	10	10	--	35	35	25
Local Road (W That RD)	10	10	--	--	25	25	25
Min. Side Yard (structures)	5	5	5	--	5	5	6
Min. Rear Yard (structures)	10	10	10	--	10	10	0
Min. Open Space (percent)	--	--	--	30%	40%	40%	15%

SITE CONDITIONS

The parcel currently contains two remainders of an original 4,460 sf commercial structure. The northern portion of the petition site (proposed Area A) is located entirely in the floodplain. 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 0.010.02 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

Monroe County Stormwater Comments:

“Conceptual drainage design has already been approved, and is expected to meet the 10/7/2020 critical area release rates. A full drainage plan will be reviewed with more detailed development plans. This project will require a Rule 5 permit.”

- Kelsey Thetonia, MS4 Coordinator

SITE PICTURES



Photo 1. Facing north; aerial pictometry April 2020



Photo 2. Facing south; aerial pictometry April 2020



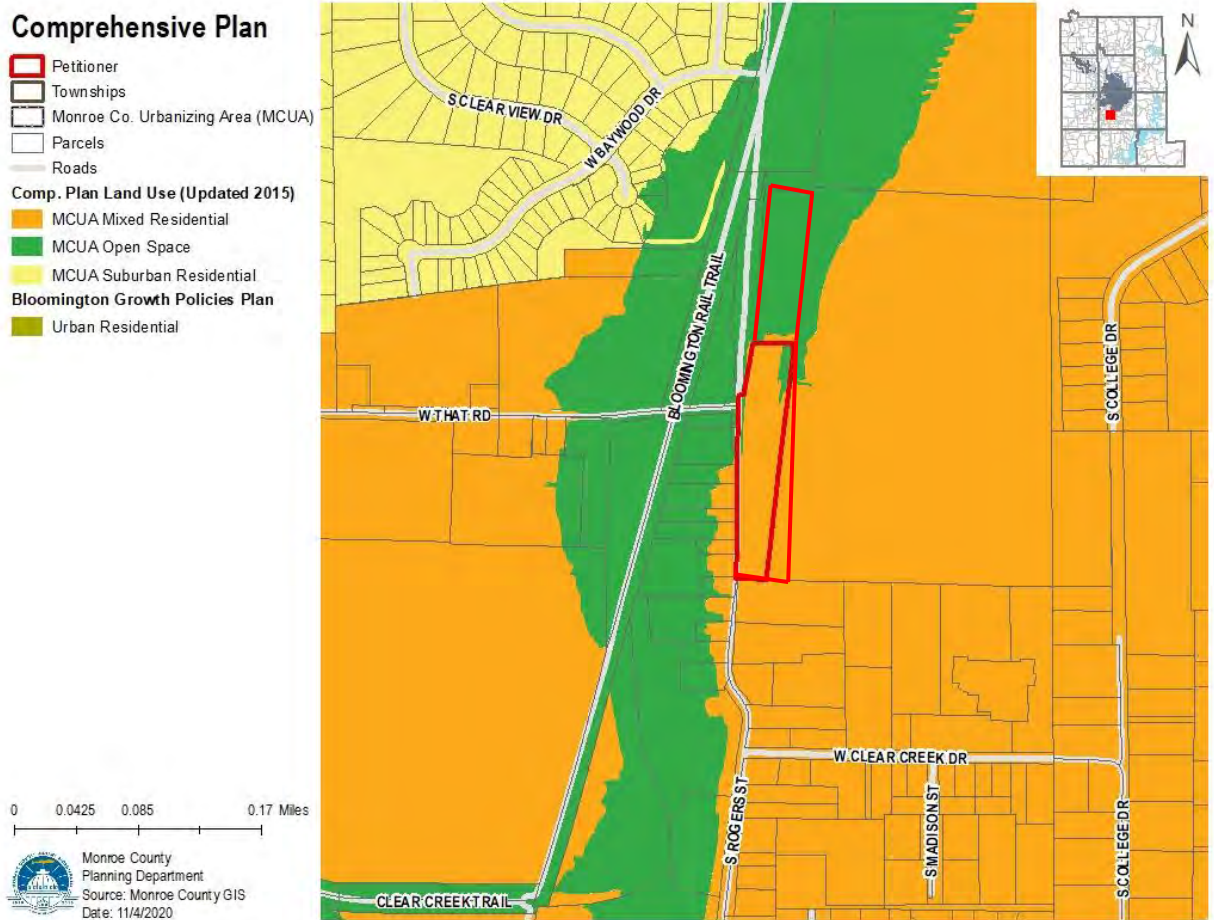
Photo 3. View of the building that was altered without permits August 2020. Photo by the Building Department.



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 fairly 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**.

*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;
- 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; 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 provides 30% of useable open space as defined by Ch. 811;

- (b) *The extent to which the proposed plan meets the requirements, standards, and stated purpose of the Planned Unit Development regulations.*

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 has a minimum lot area requirement of 0.21 acres for Area B, Area C, and Area D;
- The minimum lot area requirements provided are compatible with the current MR zoning district;
- Area B has a maximum gross density of 8 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);
- The entire proposed PUD has a maximum of 5.9 units per acre for the 4.12 acre site;
- The maximum gross densities provided are compatible with the current HR zoning district;
- Areas B, C, and D have a minimum lot width at building line of 60 feet;
- The minimum lot widths provided are compatible with the current MR zoning district;
- The maximum building heights provided are compatible with the current MR zoning district;
- The site has a minimum open space requirement of 30%, which is less than the current MR, HR, and UR zoning districts;
- Off-street parking and loading requirements to meet current Chapter 806 standards with the additional notes listed in the proposed outline plan;
- Landscaping requirements to meet current Chapter 830 standards with the exceptions listed in the proposed outline plan;
- The site proposes the permission of 6 uses in Area B, 3 uses in Area C, and 8 uses in Area D;

- (c) *The extent to which the proposed plan departs from the zoning and subdivision regulations otherwise applicable to the subject property, including but not limited to, the density, dimension, bulk, use, required improvements, and construction and design standards and the reasons, which such departures are or are not deemed to be in the public interest.*

Findings:

- See Findings (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 MUA 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 MUA Mixed-Residential; however, it does support “neighborhood commercial uses as a local amenity;”

(d) *The proposal will not be injurious to the public health, safety, and general welfare.*

Findings:

- See Findings (a), (b), (c), and (e);
- 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 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;
- Management of common areas (proposed Area A and Area E) will remain under the control of a Homeowner’s Association (HOA);
- The petitioner is proposing 30% open space to be provided by proposed Area A and Area E; 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.”
- A traffic study authored by EMCS, Inc. is included as Exhibit 5;
- 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;

(f) *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 to serve the neighborhood community, retire previous light industrial uses, and will complement the existing community as well as the soon-to-be developed Southern Meadows Major Subdivision;
- 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;

(g) *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:
 - *Utilizes previously developed land, creating opportunity for preservation of other undeveloped land*
 - *Adds uses that better serve the existing neighborhood*
 - *Fills a market need for modest sized single-family dwelling units*
 - *Provides neighborhood businesses that serve the residents of Clear Creek*
 - *Reduces trips outside of the community resulting in reduced carbon footprint*
 - *Provides a small number of apartments in a geographic area where they are sorely needed*
 - *Improves alternative transportation infrastructure for Clear Creek residents and businesses*
 - *Improves utility access to neighboring properties*
 - *Promotes green energy initiative providing electric vehicle charging*
- (h) *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 serve the proposed PUD;
 - A traffic study authored by EMCS, Inc. is included as Exhibit 5;
- (i) *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: Written Statement & PUD Outline Plan

Joseph Greene Planned Unit Development (PUD)

Outline Plan Amendment 2 (REVISED)

Last Updated: 07/23/2021

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

This property at 4831/4833 S Rogers is located in what was the original core of Clear Creek, beginning in the mid 1800's. A train station in Clear Creek brought people and commodities to and from Clear Creek, which spurred the creation of a village. The majority of structures in the area are homes and buildings constructed between the late 1890's and early 1900's. There are some businesses mixed with the neighboring residences. Within a quarter mile, these include: the US Post office, Stellas Place Antiques, Wampler House Bed & Breakfast, Iron Pit Gym, Next Generation Personal Training & Fitness, and Bloomington Auto Marine and Trfm. Four schools within walking distance include – Clear Creek Elementary, Clear Creek Christian, Lighthouse Christian Academy, and Bachelor Middle School. There are 15 building structures directly across S Rogers Street from this PUD site. The Clear Creek Trail is a popular neighborhood resource.

The PUD site has been underutilized. Current zoning uses are light industrial in nature and would no longer serve this mostly residential area. The parcel is scattered with an overgrowth of invasive trees and shrubs that are intermingled with broken foundation slabs, miscellaneous bricks, and excess concrete leftovers from prior businesses. The current permitted uses do not serve the community. Past efforts to reinvigorate this property have not been sustainable. A PUD was established on a smaller portion of the property in 2006. An amendment in 2008 brought hopes for an additional use, but this effort did not come to fruition.

The Plan Commission and Commissioners recently approved Southern Meadows, a 90- lot residential subdivision, just east of this property. The majority of Southern Meadows adjoining this PUD site is open space, which complements this project in a very nice way. Southern Meadows requires an extension of West That Road across this parcel. Negotiations around that extension have afforded the developer additional property with which to work and incorporate into this PUD. The resulting PUD site is now better configured, providing developable areas for residential housing (single family dwelling units and apartments) and potential neighborhood businesses that will fit well with the needs of existing and future residents.

Portions of the PUD site 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

Since the adoption of the Joseph Greene PUD in 2006, by Ordinance 2006-17 and its amendment in 2008, by Ordinance 2008-23, contiguous properties have been acquired by Blind Squirrels, LLC that this amendment adds to the original Joe Greene PUD. In addition, major changes in the economy, both national and in Monroe County, in addition to residential growth in the Clear Creek neighborhood have led Blind Squirrels to propose eliminating the uses of the original Joe Greene PUD and replace them with a limited number of uses that are more focused on serving the surrounding neighborhood, and supplying a limited number of much-needed housing options. In order to increase the transparency of this second amendment to the Joe Greene PUD, the entire text of the original PUD and the 2008 amendment are repealed and replaced with the Joseph Greene PUD Outline Plan Amendment #2 and documents attached hereto.

Overview

The purpose of this PUD is to redevelop this 4.12 acre PUD site into a mixture of two-bedroom condominiums and two-bedroom apartments in combination with other commercial uses designed to serve the neighborhood community, retiring previous light industrial uses. This project will complement the existing community as well as the soon-to-be developed Southern Meadows, bordering this PUD site to the east. Walkability and alternative transportation are key benefits, helping create a sense of place.

The Outline Plan Area Map (Exhibit A-1) shows the various areas within this PUD, described as A thru E. The structures within the PUD will echo earlier Monroe County buildings such as a train depot and the Showers furniture factory. Area A consists of open space as part of the PUD requirement, and includes a nature path with benches and picnic table for residents to enjoy. Area B, located north of That Road, will contain multi-family residential units with the option to convert lower-level units into commercial space. Area C, to the south of the West That Road extension, will be a series of townhomes housed in three buildings whose architecture will evoke the famous saw-tooth structure of the historic Showers Furniture factory. 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 South Rogers Street. The final building to the south in Area D will contain commercial space on the lower level and an apartment on the upper level in an old-style gabled structure. And finally, area E, which is also open space. The development standards for those areas are given later in this document.

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 northeast 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. This amenity will greatly improve foot and bicycle transportation in the area.

Some of the benefits of this project are summarized below:

- Utilizes previously developed land, creating opportunity for preservation of other undeveloped land
- Adds uses that better serve the existing neighborhood
- Fills a market need for modest sized single-family dwelling units
- Provides neighborhood businesses that serve the residents of Clear Creek
- Reduces trips outside of the community resulting in reduced carbon footprint
- Provides a small number of apartments in a geographic area where they are sorely needed
- Improves alternative transportation infrastructure for Clear Creek residents and businesses
- Improves utility access to neighboring properties
- Promotes green energy initiative providing electric vehicle charging

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. The PUD property may be subdivided in the future in accordance with the standards set forth in this PUD and the Monroe County Subdivision Control ordinance.

Development Schedule

This project will be constructed in phases. Each phase is described below and shown on the Outline Plan Area Map (Exhibit A). 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 (January 2022-January 2023 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 permit pulled concurrently.

Phase 2 (January 2023- January 2024 anticipated)

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

Phase 3 (January 2024- January 2025 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. Through redevelopment, we are trying to re-create a center of the Clear Creek community, 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 is less. Additionally, within the 2012 Comprehensive Plan, this site is located in the area described as Urban Residential in the recommended Land Use Plan.
- 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. The remedy for 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, Clear Creek community members can live and shop within their community without having to get in their cars.
- South Rogers Street is a Minor Collector which normally requires a 35' setback from the center line. This PUD is providing for a 45' ROW (setback) from center line, whereby promoting a 10' multi-use path allowing plenty of space for streetscape trees. The current total width of South Rogers Street is approximately 22' total. This PUD site borders mostly open space to the north, east, and south.
- 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

This Joseph Greene PUD Outline Amendment deletes all prior commitments and conditions, which were focused on light industrial uses, and replaces them with commitments geared to residential and neighborhood focused commercial uses. 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 standards for Areas B, C, and D in this PUD, relevant provisions for the UR District as set out in the Monroe County Zoning Code shall be followed for controlling language.

Standards listed below are broken down by the entire PUD and by specific area when applied only to that area.

Entire PUD – Development Standards

Permitted Land Uses by AREA – Joseph Greene PUD Outline Plan Amendment 2 (REVISED)					
USES	Area A (Open Space)	Area B (Multi-family apartments w/convertible Commercial 1 st floor)	Area C (Multi-family townhomes)	Area D (Commercial Lower level-upper level multi-family Condominium)	Area E (Open Space, detention)
Bike Shop (retail) *		P		P	
Bakery (retail)				P	
Construction Trailer		P	P		
Convenience Store				P	
Home Occupation		P	P	P	
Multi-family Dwelling (max 8 units)		P			
Multi-family Dwelling (max 15 units)			P		
Multi-family Dwelling (max 1 unit)				P	
Open Space	P				P
Restaurant **				P	
Tavern				P	
Temporary/Seasonal Activity ***		P		P	
Wired Communications (Smithville- existing)		P			

* Personal Electric Transportation (PET) sales such as electric bikes, skateboards, scooters, one wheels, etc

**Small scale restaurant – no friers

***single/day use such as food truck or produce stand (maximum 1 stand at any given time)

- **Height, Bulk, Area, and Density – entire PUD**
 - Height, Bulk, Area, and Density to meet current Monroe County ordinance requirements in chapter 804 as of the approval date of this PUD amendment with the following exceptions:
 - Maximum Building Coverage: 18% of the total PUD site (not including public right of way)
 - 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 (not including public right of way)
 - Slopes 15% or greater that were created by human activity shall be included in the Buildable Area
 - Public Right of Way
 - South Rogers St shall require a 45 foot wide dedicated ½ right of way
 - West That Rd extension shall require an 80 foot wide dedicated right of way

- **Off-Street Parking and Loading - entire PUD**
 - Off-street parking and loading to meet current Monroe County ordinance off-street parking and loading requirements in chapter 806 as of the approval date of this PUD amendment
 - Bike shop (retail) use to require 3 spaces per 1000 SF of GFA
 - Temporary/Seasonal Activity use to require 3 spaces per 1000 SF of GFA

- **Landscaping - entire PUD**
 - No other Landscape Buffer Yards are Required between mixed-use lots and residential lots within this PUD, except between areas C and D.
 - Removal of existing trees is allowed where building improvements, streets, and infrastructure will be placed.

- **Sustainability Standards – entire PUD**
 - 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

- **Signage Standards – entire PUD**
 - Signage to meet current Monroe County ordinance signage requirements in chapter 807 as of the approval date of this PUD amendment
- **Utilities Standards – entire PUD**
 - All new utilities must be buried when installed. No new overhead utility lines are permitted
- **Homeowner’s Association Standards – entire PUD**
 - If a Homeowner’s Association is required for the maintenance of the storm water infrastructure on site it must be formed prior to the issuance of an occupancy permit

Area A – Development Standards

- **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 1 picnic table shall be established at the time of construction

<i>Areas B, C, and D – Development Standards</i>				
	Area B (Multi-family apartments w/convertible Commercial 1st floor)	Area C (Multi-family townhomes)	Area D (Commercial Lower level- upper level multi-family Condominium)	OVERALL PUD
MAXIMUM GROSS DENSITY RESIDENTIAL	MAXIMUM GROSS DENSITY 8 UNITS	MAXIMUM GROSS DENSITY 15 UNITS	MAXIMUM GROSS DENSITY 1 TOTAL UNIT	24 TOTAL PUD UNITS – PER SPECIFIC AREAS (MAXIMUM 5.9 UNITS PER AC FOR 4.12 AC PUD SITE)
BEDROOM COUNT RESIDENTIAL	NOT TO EXCEED 8 - 2 BEDROOM MULTI-FAMILY DWELLING UNITS	NOT TO EXCEED 15 - 2 BEDROOM MULTI-FAMILY DWELLING UNITS	NOT TO EXCEED 1 – 2 BEDROOM SINGLE MULTI- FAMILY DWELLING UNIT	
MINIMUM LOT AREA (ACRES)	.21 ACRES	.21 ACRES	.21 ACRES	
MINIMUM LOT WIDTH AT BUILDING LINE	60 FEET	60 FEET	60 FEET	
MINIMUM FRONT YARD SETBACK (FRONTING S ROGERS STREET)	55 FEET FROM CENTERLINE OF ROADWAY OR 10 FEET FROM THE RIGHT OF WAY LINE	55 FEET FROM CENTERLINE OF ROADWAY OR 10 FEET FROM THE RIGHT OF WAY LINE	55 FEET FROM CENTERLINE OF ROADWAY OR 10 FEET FROM THE RIGHT OF WAY LINE	
MINIMUM FRONT YARD SETBACK* (FRONTING W THAT ROAD)	50 FEET FROM CENTERLINE OF ROADWAY OR 10 FEET FROM THE RIGHT OF WAY LINE	50 FEET FROM CENTRLINE OF ROADWAY OR 10 FEET FROM THE RIGHT OF WAY LINE	N/A	
MINIMUM SIDE YARD BUILDING SETBACK*	5 FEET	5 FEET	5 FEET	

<i>Areas B, C, and D – Development Standards</i>				
	Area B (Multi-family apartments w/convertible Commercial 1st floor)	Area C (Multi-family townhomes)	Area D (Commercial Lower level- upper level multi-family Condominium)	OVERALL PUD
MINIMUM REAR YARD BUILDING SETBACK*	10 FEET	10 FEET	10 FEET	
MAXIMUM BUILDING HEIGHT	2 STORIES NOT TO EXCEED 35'	2 STORIES NOT TO EXCEED 35'	2 STORIES NOT TO EXCEED 35'	
MAXIMUM COMMERCIAL USE SQ FT – 1 ST FLOOR ONLY	2,000 NET SQ FT	NA	1,600 NET SQ FT	

*Covered porches shall be allowed to project into the required yard or beyond the building setback line a maximum of 6 feet

Area B – Development Standards-Architectural

- Siding shall be horizontal in nature
- A minimum of 1 apartment unit shall be maintained on the first floor at all times, or 2nd floor units will be made accessible via a lift.
- Maximum gross square footprint of new building shall be no greater than 5,440 SF (including porches on three sides that are no more than 12' in width)

Area C – Development Standards- Architectural

- Siding materials facing W That Rd or S Rogers St shall be brick or stone
- 15 Townhomes Maximum
- Garages are permitted for each unit

Area D – Development Standards-Architectural

- 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: A new sanitary sewer will be 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

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.

EXHIBIT 2: Conceptual Site Plan



OVERALL PLAN

OPEN SPACE

TOTAL SITE AREA (NOT INCLUDING S ROGERS ST OR W THAT RD PROPOSED RIGHT OF WAY) = 3.03 ACRES
OPEN SPACE (COMMON AREA LOTS 1 AND 20) = 1.06 ACRES (35%)

SCALE: 1"=100'

PARKING SPACES

AREA B = 18 PARKING SPACES

AREA C = 15 RESIDENTIAL ONE OR TWO CAR GARAGES + 37 PARKING SPACES = 52 TOTAL SPACES MINIMUM

AREA D = 23 PARKING SPACES

TOTAL = 93 PARKING SPACES MINIMUM

NOTE: THESE PLANS ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE DURING THE DEVELOPMENT PLAN APPROVAL PROCESS

07.22.2021



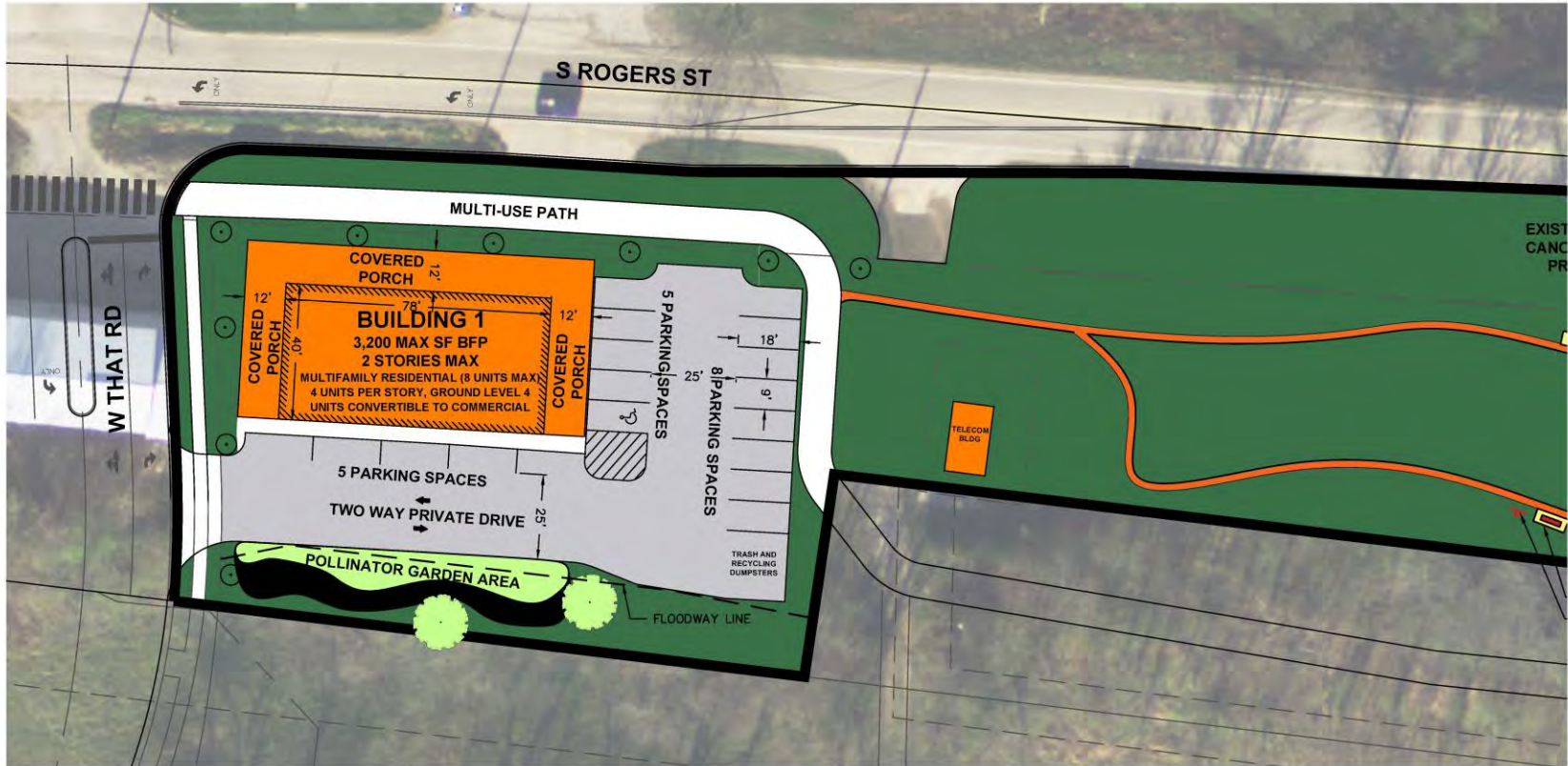
SMITH DESIGN GROUP
CIVIL ENGINEERING & LAND SURVEYING



AREA A PLAN

SCALE: 1"=30'

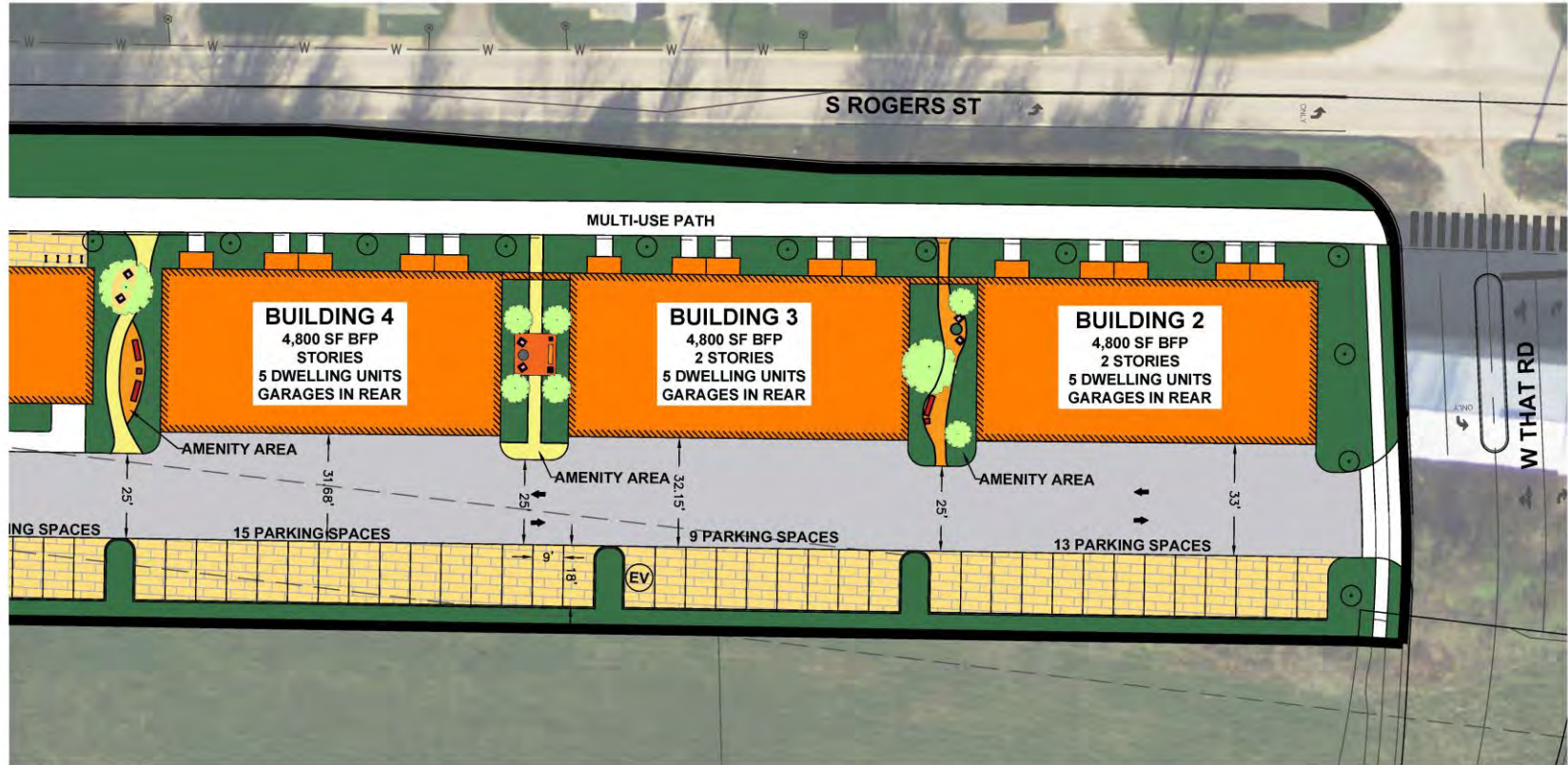
NOTE: THESE PLANS ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE DURING THE DEVELOPMENT PLAN APPROVAL PROCESS



AREA B PLAN

SCALE: 1"=30'

NOTE: THESE PLANS ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE DURING THE DEVELOPMENT PLAN APPROVAL PROCESS



AREA C PLAN

SCALE: 1"=30'

NOTE: THESE PLANS ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE DURING THE DEVELOPMENT PLAN APPROVAL PROCESS



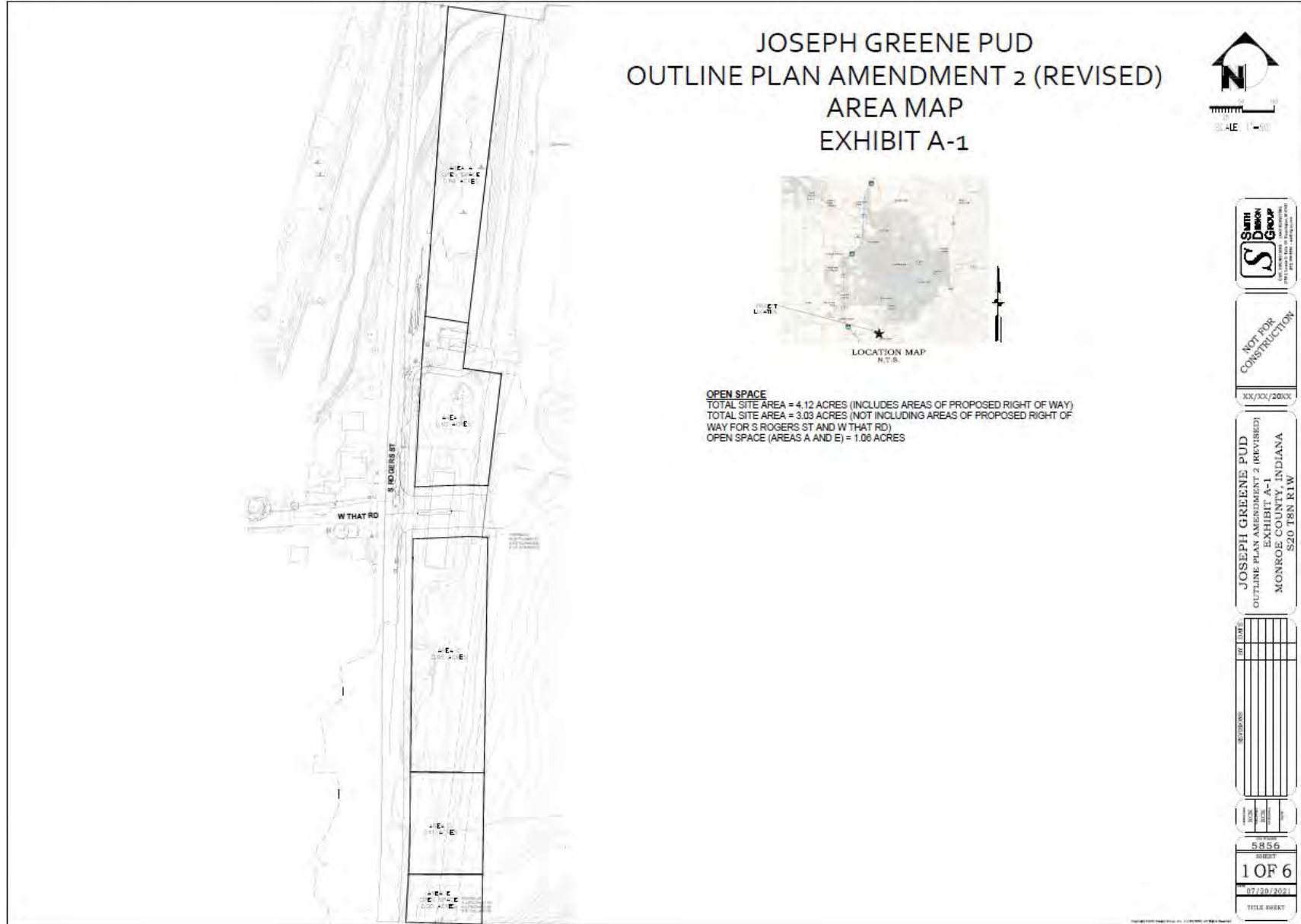
AREAS D AND E PLAN

SCALE: 1"=30'

NOTE: THESE PLANS ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE DURING THE DEVELOPMENT PLAN APPROVAL PROCESS

07.22.2021  **SMITH DESIGN GROUP**
CIVIL ENGINEERING & LAND SURVEYING

EXHIBIT 3: Outline Plan Area Map





NOT FOR
CONSTRUCTION

XX/XX/20XX

JOSEPH GREENE PUD
OUTLINE PLAN AMENDMENT 2 (REVISED)
EXHIBIT A-1
MONROE COUNTY, INDIANA
S20 T8N R1W

REVISIONS	BY	DATE

PROJECT	DATE
NO. 5856	07/20/2021

SHEET
2 OF 6
DATE
07/20/2021
AREA A





SCALE: 1"=10'

NOT FOR
CONSTRUCTION

XX/XX/20XX

JOSEPH GREENE PUD
OUTLINE PLAN AMENDMENT 2 (REVISED)
EXHIBIT A-1
MONROE COUNTY, INDIANA
S20 T8N R1W

REVISIONS	BY	DATE

PROJECT NO:
5856

SHEET
5 OF 6

DATE:
07/20/2021

AREAS C AND D



NOT FOR
CONSTRUCTION

XX/XX/20XX

JOSEPH GREENE PUD
OUTLINE PLAN AMENDMENT 2 (REVISED)
EXHIBIT A-1
MONROE COUNTY, INDIANA
S20 T8N R1W

REVISIONS	BY	DATE

DATE	BY	DATE

5856
SHEET
6 OF 6
DATE
07/20/2021
AREA E

EXHIBIT 4: Preliminary Drainage Plan

CLEAR CREEK URBAN PRELIMINARY DRAINAGE PLAN



DRAINAGE NARRATIVE

DRAINAGE AREA 1

AREA = 1.97 ACRES

MAXIMUM RELEASE RATES PERMITTED BY DRAINAGE BOARD:

10-YEAR RETURN PERIOD STORM EVENT = 0.25 CFS/ACRE • (1.97 ACRES) = 0.39 CFS

100-YEAR RETURN PERIOD STORM EVENT = 0.45 CFS/ACRE • (1.97 ACRES) = 0.71 CFS

STORAGE REQUIRED = 2,985 CF

STORAGE PROVIDED AS SHOWN HERE = 3,931 CF

DRAINAGE AREA 2

AREA = 0.41 ACRES

MAXIMUM RELEASE RATES PERMITTED BY DRAINAGE BOARD:

10-YEAR RETURN PERIOD STORM EVENT = 0.25 CFS/ACRE • (0.41 ACRES) = 0.10 CFS

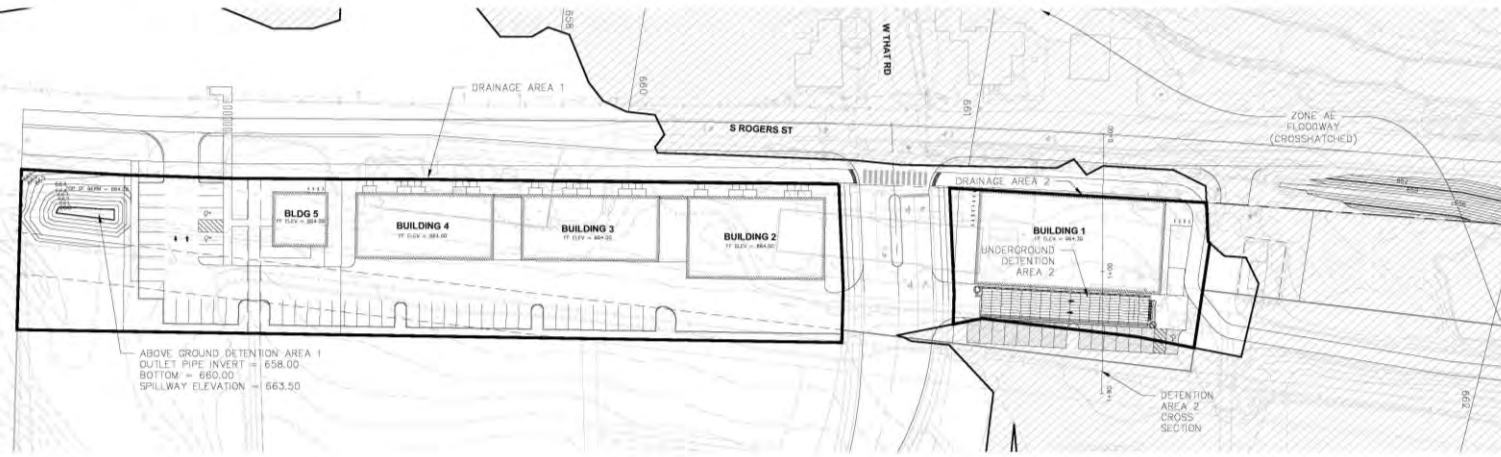
100-YEAR RETURN PERIOD STORM EVENT = 0.45 CFS/ACRE • (0.41 ACRES) = 0.18 CFS

STORAGE REQUIRED = 1,013 CF

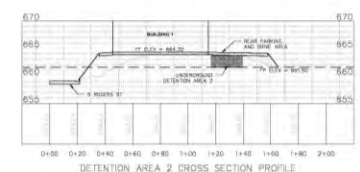
STORAGE PROVIDED AS SHOWN HERE = 3,096 CF



NORTH DRAINAGE DITCH GRADING



ABOVE GROUND DETENTION AREA 1
OUTLET PIPE INVERT = 658.00
BOTTOM = 660.00
SPILLWAY ELEVATION = 663.50



DETENTION AREA 2 CROSS SECTION PROFILE



NOT FOR CONSTRUCTION

XX/XX/20XX

CLEAR CREEK URBAN
PUD OUTLINE PLAN
MONROE COUNTY, INDIANA
S20 T8N R1W

NO.	REVISIONS	DATE	BY	DATE

PROJECT NO. **5856**
1 OF 1
DATE: **02/15/2021**
DRAWING EXHIBIT

EXHIBIT 6: TIS Supplemental Discussion



SOUTHERN MEADOWS TIS SUPPLEMENTAL DISCUSSION

Monroe County Engineer, Paul Satterly, provided comments in response to the Southern Meadows PUD Traffic Impact Study. On April 15, Amanda Johnson (EMCS) and Paul discussed the comments. This memorandum serves as a response to the comments. In addition, the following sections of the report have been amended: Executive Summary, Section 4.2 – 4.8, Section 5.0,

All-Way Stop Control

Section 4.8 of the Traffic Impact Study dated April 19th, 2021 states the criteria for a multi-way stop analysis and includes results of this analysis. An additional analysis was performed to determine at what percentage of build out would the criteria for a multi-way stop be met. That Road was determined to be the controlling factor since it is the minor approach and has less traffic volume. The minor approach must be at least 200 vehicles per hour. The Clear Creek and Southern Meadows developments would need to be fully built out to satisfy the criteria of the multi-way stop. If all three, White Oak, Clear Creek and Southern Meadows are 80% built out this will also satisfy the criteria.

Proposed Development Access

A proposed connection to Old SR 37 will provide a secondary access for the eastern portion of the development. Based on the location of the driveway and consultation with the developer, it is expected that a vast majority of drivers will utilize the intersection of W That Road & S Rogers Street and that only a minimal percentage would utilize the east entrance. Therefore, trips were not assigned and distributed to this east driveway. However, it should be noted that some traffic will utilize this east entrance and may delay the need for an all-way stop control at That Road & Rogers Street.

After discussion with the City Engineer, it was agreed that realistically, less traffic from the White Oak Trails development will utilize Rogers Street than shown in the study. To be consistent and represent a worst-case scenario, the analysis included similar assignment and distribution for the White Oak development as was used for the Southern Meadows development. However, due to the proximity of the driveway to SR 37, it is likely that some of the 45% of vehicles to and from the north will utilize SR 37 rather than Rogers Street. If 50% were to utilize SR 37 versus Rogers Street, a reduction of up to 27 southbound right turning vehicles and 18 eastbound left-turning vehicles could be expected at the intersection of That Road & Rogers Street during the peak hours. It is expected that this magnitude of traffic volumes would slightly improve operations at the intersection; however, it would not alter any intersection improvement recommendations and is not expected to significantly shift the timing of the need for an all way stop control. The full report can be amended to reflect this adjustment if desired.

Conclusion

In conclusion, actual traffic volumes should be monitored at this intersection as developments are constructed and occupied and an all-way stop controlled intersection should be implemented when volumes on the eastbound/westbound approach are roughly equal to northbound/southbound approach; or when the Clear Creek and Southern Meadows developments are at 100% build out. Turn lanes should be constructed as shown in the development plan on opening day.

Hour	80% ALL Rogers Street	80% ALL That Road
12:00 AM	38	9
1:00 AM	14	14
2:00 AM	26	7
3:00 AM	13	7
4:00 AM	22	15
5:00 AM	83	42
6:00 AM	178	113
7:00 AM	321	265
8:00 AM	391	233
9:00 AM	319	162
10:00 AM	331	148
11:00 AM	384	193
12:00 PM	406	206
1:00 PM	401	188
2:00 PM	450	219
3:00 PM	500	246
4:00 PM	494	221
5:00 PM	454	242
6:00 PM	444	226
7:00 PM	339	149
8:00 PM	314	134
9:00 PM	182	90
10:00 PM	121	46
11:00 PM	61	23