



**MONROE COUNTY BOARD OF COMMISSIONERS' AGENDA
OCTOBER 27, 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 GITHENS

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 20, 2021

6. APPROVAL OF CLAIMS DOCKET

Accounts Payable – October 27, 2021

7. NEW BUSINESS

A. MOVE TO APPROVE: FIXED CAPITAL ASSET CATEGORY THRESHOLD ADJUSTMENT.

12

Fund Name/Number/Amount: N/A

Presenter: Alyssa Horace

Executive Summary: The Internal Control Oversight Committee is seeking approval of adjusting the Monroe County Fixed Capital Asset Machinery and Equipment Threshold from \$5,000 to \$75,000- emitting 112 current assets within the threshold. The category, upon approval, would host a total of 23 Capital Asset items. The emitted Capital Asset items would then be considered inventory items and managed by the Maintenance Department. The following list would reflect all Monroe County Capitalization Thresholds upon approval:

Land- \$0

General Infrastructure- \$0

Buildings- \$0

Improvements Other Than Buildings- \$100,000

Machinery and Equipment- \$75,000

Vehicles- \$75,000

Construction in Progress- \$50,000

Books & Other- \$20,000

Federal Items Purchased Through a Federal Grant- \$5,000

The following adjustment was voted and approved by the Internal Control Oversight Committee on October 14, 2021.

B. MOVE TO APPROVE: INDIANA ARCHIVES AND RECORDS ADMINISTRATION CONTRACT.

21

Fund Name: County General

Fund Number: 1000

Amount: \$24,500

Presenter: Jessica McClellan

Executive Summary: This agreement will allow IARA to convert paper tax duplicate books to microfilm and will be stored with IARA. The county will receive a duplicate copy of the microfilm. This contract also allows additional work to be done in excess of the quote of \$24,500 up to \$30,000. Notice will be given to the county when \$24,500 has been reached and will require authorization from the Treasurer for any additional costs.

C. MOVE TO APPROVE: ORDINANCE 2021-55; PARKS SURPLUS PROPERTY

25

Fund Name/Number/Amount: N/A

Presenter: John Robertson

Executive Summary: The Parks & Rec Board approved the surplus of a Harley Rake. The Department has purchased a new one.

D. MOVE TO APPROVE: INDIANA UNIVERSITY-EPPLEY INSTITUTE FOR PARKS AND PUBLIC LANDS SERVICE AGREEMENT. 29

Fund Name: County General

Fund Number: 1000

Amount: \$30,000

Presenter: John Robertson

Executive Summary: The Indiana Department of Natural Resources requires a DNR approved 5 year MCPR Master Plan in order for MC to be eligible for DNR administered grants, such as Next Level Trails, Recreational Trails Program, Forestry Grants, etc. This will ease the process of transferring of our auxiliary website to the county's website.

E. MOVE TO APPROVE: RECDESK LLC SERVICE AGREEMENT. 48

Fund Name: County General & Cumulative Capital Development

Fund Number: 1000 & 1138

Amount: \$6,800

Presenter: John Robertson

Executive Summary: RecDesk is a recreation management software that will allow The Department to manage online payment transactions, program registrations, financial reporting, etc. MCPR will pay \$2,000 and Technical Services Department will pay \$4,800.

F. MOVE TO APPROVE: TRAILHEAD LABS, INC. SERVICE AGREEMENT. 54

Fund Name: County General & Parks Non-Reverting

Fund Number: 1000 & 1179

Amount: \$15,000

Presenter: John Robertson

Executive Summary: This agreement will allow The Department to purchase Outerspatial software licensure for 2 years. Outerspatial is both a mobile and web-based app that allows users to view interactive trail/park maps, department information and notifications. The Department will be funding \$10,000 of the total expense.

G. MOVE TO APPROVE: COVID -19 HEALTH REGULATION EXTENSION. 64

Fund Name/Number/Amount: N/A

Presenter: Penny Caudill

Executive Summary: On October 21, 2021, the Monroe County Board of Health (MCBH) voted to extend the current health regulation and requests of approval this action by the Board of Commissioners. This regulation would expire at midnight of the day Mo Co reaches its goal of less than 50 cases per 100,000 residents and is at a blue advisory level as

indicated on the IDOH advisory map, or if rescinded earlier, or if extended again and approved. This will allow the MCHD to provide notice on the day this occurs. Reaching this goal will indicate that community transmission has dropped below the substantial or high level and is at a moderate level. The CDC recommendation is for everyone to wear a mask when in indoor, public places regardless of vaccination status when community transmission is substantial or high.

H. MOVE TO APPROVE: ANTHEM CONTRACT RENEWAL.

69

Fund Name: Self Insurance

Fund Number: 4700

Amount: Various

Presenter: Elizabeth Sensenstein

Executive Summary: Anthem Contract Renewal for 2022. This includes:

- 1) Benefit Summaries: These confirm the benefits for all 3 plans.
- 2) Pharmacy Pricing: lays out the financial terms of Anthem's new pharmacy contract.
- 3) Stop loss options: outlines that stop loss premiums are going up 5% for spec, 0% for aggregate, and 0% for factors.
- 4) Admin fee renewal: composite rate is a no change

I. MOVE TO APPROVE: MONROE COUNTY PUBLIC LIBRARY AGREEMENT FOR 2022 COMMUNITY ACCESS TELEVISION SERVICES.

100

Fund Name: Cable Franchise

Fund Number: 2502

Amount: \$297,951

Presenter: Jeff Cockerill

Executive Summary: This is an ongoing contract with CATS to provide telecast coverage of regular meetings of the Board of Commissioners, Council, Planning, BZA, and other public meetings as requested by the Board of Commissioners. CATS also provides non-partisan candidate forums of contested races for each political party as scheduling permits.

J. MOVE TO APPROVE: AMERICAN RESCUE PLAN ACT POLICY.

104

Fund Name/Number/Amount: N/A

Presenter: Jeff Cockerill

Executive Summary: The American Rescue Plan Act has provided funding for local governments that can be used for specific purposes:

- * Mitigate the Public Health Emergency or its negative economic impacts,
- * Revenue replacement for the loss of revenue due to the Public Health Emergency,
- * Make investments in water, sewer, or broadband infrastructure
- * Respond to workers performing essential work during the pandemic.

The policy is to state Monroe County's priorities for use of the allotted funds and may be expanded or contracted by the Board of Commissioners at any time prior to Council appropriation, expenditure or commitment of the funds.

The policy as submitted highlights two projects that meet the requirements for the use of the money; revenue replacement and a commitment of support to the Heading Home 2021 Plan/project. The Council as the fiscal body has to appropriate the funds before they can be expended.

K. MOVE TO APPROVE: RESOLUTION 2021-57; FLEET SURPLUS PROPERTY.

107

Fund Name/Number/Amount: N/A

Presenter: Jeff Cockerill

Executive Summary: The Monroe County Facilities and Fleet Manager has identified 14 vehicles that are no longer needed for County use. This resolution will allow the County to auction these items.

L. MOVE TO APPROVE: ORDINANCE 2021-45; WORMS WAY LOT A REZONE.

109

Fund Name/Number/Amount: N/A

Presenter: Tammy Behrman

Executive Summary: The request is to amend the Monroe County Zoning Map to rezone one (1) 6.65 +/- acre parcel in Section 28 of Washington Township at 7850 N Wayport RD (parcel #: 53-02-28-100-006.000-017) from Agriculture/Rural Reserve (AG/RR) to Light Industrial (LI). Owner: AH & SH, LLC; Petitioner: VJ-Team LLC

8. APPOINTMENTS

9. ANNOUNCEMENTS

10. ADJOURNMENT



**MONROE COUNTY BOARD OF COMMISSIONERS' MEETING
MINUTES SUMMARY*
OCTOBER 20, 2021
10:00 am
VIA ZOOM**

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1. CALL TO ORDER BY COMMISSIONER THOMAS

2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER THOMAS

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.

[Carol Wilson – Community resident](#)

[Shruti Rana – Community resident](#)

5. APPROVAL OF MINUTES

October 13, 2021

Githens made motion to approve. Thomas seconded.

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

6. APPROVAL OF CLAIMS DOCKET

Accounts Payable – October 20, 2021

Payroll – October 22, 2021

Jones made motion to approve. Githens seconded.

No public comment.

Attorney Jeff Cockerill called roll

Thomas – yes

Jones – Yes

Githens – yes

Motion carried 3-0.

7. NEW BUSINESS

A. MOVE TO APPROVE: DECKARD LAND SURVEYING AGREEMENT FOR SECTION CORNER PERPETUATION SERVICES.

Fund Name: Surveyors Corner Perpetuation

Fund Number: 1202

Amount: Not to exceed \$15,000

Jones made motion to approve. Githens seconded.

Public comment:

Bernie Guerrettaz- Community resident.

Attorney Jeff Cockerill called roll

Thomas – yes

Jones – Yes

Githens – yes

Motion carried 3-0.

B. MOVE TO APPROVE: ORDINANCE 2021-50: REPEAL JUVENILE PER DIEM FUND.

Fund Name: Juvenile Per Diem Fund

Fund Number: 4903

Amount: N/A

Jones made motion to approve. Githens seconded.

No Public comment:

Geoff McKim – Council member

Angie Purdie called roll.
Thomas – yes
Jones – Yes
Githens – yes
Motion carried 3-0

C. MOVE TO APPROVE: INFRASTRUCTURE SYSTEMS, INC. FOR LORI LANE CULVERT REPLACEMENT PROJECT.

Fund Name: Cumulative Bridge
Fund Number: 1135
Amount: \$419,830
Jones made motion to approve. Githens seconded.
No Public comment.
Angie Purdie called roll.
Thomas – yes
Jones – Yes
Githens – yes
Motion carried 3-0.

D. MOVE TO APPROVE: Heading Home 2021 Letter of Support

Fund Name/Fund Number/Amount: N/A
Jones made motion to approve. Githens seconded.
No Public comment.
Angie Purdie called roll.
Thomas – yes
Jones – Yes
Githens – yes
Motion carried 3-0.

E. MOVE TO APPROVE: 2022 MONROE COUNTY GOVERNMENT HOLIDAY SCHEDULE.

Fund name/number/amount N/A
Jones made motion to approve. Githens seconded.
No Public comment.
Angie Purdie called roll.
Thomas – yes
Jones – Yes
Githens – yes
Motion carried 3-0.

F. MOVE TO APPROVE: 2021-42: HAMILTON REZONE

Fund Name/Fund Number/Amount: N/A
Jones made motion to approve. Githens seconded.
No Public comment.
Angie Purdie called roll

Thomas – yes
Jones – Yes
Githens – yes
Motion carried 3-0.

8. APPOINTMENTS

None.

9. ANNOUNCEMENTS

Monroe County Trick-or-Treat hours will be 5:30pm-8:30pm, Sunday, October 31st.

Members of the public who want to remonstrate against the City of Bloomington's Annexation can attend a Remonstrance Event in the community building at the Monroe County Fairgrounds October 18, 19th, 20th and 22nd, from 5:30pm – 7:30pm. You can also come to the Courthouse, 100 W. Kirkwood Ave, Monday – Friday, 8am-4pm to file your remonstrance.

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

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

The public is encouraged to offer input on how the money from American Rescue Plan (ARP) will be used. Share your thoughts at www.co.monroe.in.us.

10. ADJOURNMENT

The minute's summary of the October 20, 2021 Board of Commissioners' meeting were approved on, October 27, 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 20, 2021
Via ZOOM

1. Tammy Behrman- Planning
Discussion regarding Ordinance 2021- 45; Worms Way Lot A Rezone.
[Bring back to next week's formal meeting for approval.](#)
2. Larry Wilson – Planning
Discussion regarding Ordinance 2021-43; Amendments to MC Zoning Ordinance, Chapter 801.
[Bring back to next week' formal meeting for approval.](#)
3. Angie Purdie – Commissioners Administrator
Discussion regarding American Rescue Plan Act Policy.
[Bring back to next week's formal meeting for approval.](#)
4. Angie Purdie – Commissioners Administrator
Discussion regarding the letter of support of the Indiana Rail Road's "Wabash Valley Rail Bridges Project" application for a 2021 Consolidated Rail Infrastructure and Safety Improvements Grant.
[Angie made motion to approve. Thomas seconded.](#)
[No public comment.](#)
[Angie Purdie called roll.](#)
[Thomas – yes](#)
[Jones – yes](#)
[Githens - yes](#)
[Motion carried 3-0.](#)
5. Nicole Browne – Clerk
Ongoing discussion regarding Election Central space needs.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 10/27/21

Formal ☒

Work session ☐

Department Auditor

Title to appear on Agenda: Fixed Capital Asset Category Threshold Adjustment

Vendor # N/A

Executive Summary:

The Internal Control Oversight Committee is seeking approval of adjusting the Monroe County Fixed Capital Asset Machinery and Equipment Threshold from \$5,000 to \$75,000- emitting 112 current assets within the threshold. The category, upon approval, would host a total of 23 Capital Asset items. The emitted Capital Asset items would then be considered inventory items and managed by the Maintenance Department.

The following list would reflect all Monroe County Capitalization Thresholds upon approval:

Land- \$0

General Infrastructure- \$0

Buildings- \$0

Improvements Other Than Buildings- \$100,000

Machinery and Equipment- \$75,000

Vehicles- \$75,000

Construction in Progress- \$50,000

Books & Other- \$20,000

Federal Items Purchased Through a Federal Grant- \$5,000

The following adjustment was voted and approved by the Internal Control Oversight Committee on October 14, 2021.

Fund Name(s):

N/A

Fund Number(s):

N/A

Amount(s)

N/A

Presenter: Alyssa Horace

Speaker(s) for Zoom purposes:

Name(s)

Alyssa Horace

Phone Number(s)

812-349-2574

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

Attorney who reviewed: Cockerill, Jeff

MONROE COUNTY GOVERNMENT
Monroe County, Indiana
Risk Management Policy

I. PURPOSE

This Risk Management Policy will become effective on this 7th day of August, 2019. The purpose of this policy is to facilitate the preparation of financial statements in conformity with generally accepted accounting principles. Additionally, as part of our system of checks and balances, this policy will contribute to helping Monroe County Government achieve its objectives of transparency, fiscal responsibility and accountability, and continually striving for public trust and confidence.

II. CAPITAL ASSETS:

- Real and personal property owned by Monroe County Government.
- Have useful lives extending beyond a single reporting period (one year).
- Are depreciated using the straight-line method with no allowance for salvage value.
- Have nine (9) classifications described by SBOA.

A. CLASSIFICATIONS:

1. **Land.** All land, including right of ways, is capitalized at the time of acquisition regardless of historical costs or fair value, if donated. Land records must include the following information:
 - Location;
 - Acreage;
 - Acquisition date; and
 - Purchase price. (If purchase price is not available the assessed, appraised, or fair market value may be used.)
2. **General Infrastructure.** Examples of infrastructure include: roads, bridges, tunnels, drainage systems, storm water systems, dams, or lighting systems. General Infrastructure records must include the following information:
 - Description;
 - Location; and
 - Cost.
3. **Buildings.** Building records must include the following information:
 - Location;
 - Purchase price; or
 - Construction cost and cost of improvements; or
 - If building is a gift, the appraised value at time of acquisition.
4. **Improvements Other Than Buildings.** This category is defined as permanent improvements, other than buildings, that add value to land. Examples include: fences, retaining walls, sidewalks, gutters, and parking lots. Records of Improvements Other Than Buildings must include:
 - Location;

- Location;
 - Cost; or
 - Acquisition value.
5. **Machinery and Equipment.** Defined as tangible property of a permanent nature, (other than land, buildings, improvements, and vehicles) having a useful life of more than one (1) year. Examples include: machinery, software, commercial kitchen equipment, medical equipment, metal detectors, etc.
 - **Per unit** cost must be equal, or more than the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or **\$ 75,000.00**
 - Purchase cost must be included.
 6. **Vehicles.** This category includes automobiles, light trucks, heavy trucks, buses, and boats, having a useful life of more than one (1) year. Records must include:
 - Purchase cost; or
 - If the vehicle is a gift, fair market value at time of acquisition.
 7. **Construction in Progress.** Construction in Progress is defined as construction work that has begun but has not been completed in the current reporting fiscal year.
 - Will be reported at the rate of the total project estimate.
 - Upon completion of the project, this asset must be moved into the proper category, and any necessary adjustment to project cost will be made at this time.
 8. **Books and Other.** This category may include a collection of books, periodicals, archives, CD's, etc. This section can also be used for any other types of assets not listed.
 9. **Federal Items Purchased through a Federal Grant.** All items purchased with federal grant money must be reported as a capital asset if the item meets or exceeds the statutory threshold of Five Thousand Dollars (\$5,000.00). Items purchased with federal grant money will be categorized separately from other like items that were not purchased with federal grant money.

B. CAPITALIZATION THRESHOLDS

Capital Assets must be included in the list if they have an original purchase cost or value equal or greater than the amount below. Assets will remain on the capital asset list and part of the property record until they are retired, disposed of, sold, or traded in, regardless of the depreciated value.

The capitalization threshold for the following classes of assets shall be:

1. Land	\$ 0
2. General Infrastructure	\$ 0
3. Buildings	\$ 0
4. Improvements other than Buildings	\$ 100,000.00
5. Machinery and Equipment	\$ 75,000.00
6. Vehicles	\$ 75,000.00
7. Construction in Progress	\$ 50,000.00
8. Books and Other	\$ 20,000.00
9. Federal Items Purchased through a Federal Grant	\$ 5,000.00

C. IMPROVEMENTS TO BUILDINGS AND GENERAL INFRASTRUCTURE

To increase the value of buildings or infrastructure assets, improvements must do one (1) of the following:

1. **Increase capacity** – Increases the level of service provided by the asset. Examples include: an addition to a building providing increased square footage, hence, the capacity is increased and the capital outlay is capitalized; and widening a road with additional lanes to increase capacity and, hence, the capital outlay is capitalized;
2. **Increase efficiency** – Increased efficiency changes the level of service or output without increasing the size of an asset; or level of service is maintained but at a lower cost; and/or
3. **Extend the asset's estimated useful life beyond the original expectation** – extending the useful beyond the original expectation involves a significant alteration, structural change, or improvement.

While substantial repairs and renovations will be reviewed for potential capitalization, it is anticipated that most will be expensed in the current year. These expenses often merely restore the asset to the original service potential but do not necessarily improve the asset.

D. HISTORICAL COST OR ESTIMATED HISTORICAL COSTS

1. **PROSPECTIVE (likely to happen at a future date) REPORTING.** These services generally relate to the development of, presentation of, and reporting on prospective financial information, and provide either a report to a regulator, or a report to other parties prepared under the regulations provided by the regulator.

Capital assets are recorded at historical cost which includes any extra charges necessary to place the asset into its intended location, and condition for use. Cost of form, fit, and function should be considered. For example:

- Freight and transportation charges for machinery;
- Site preparation costs and professional fees for a building;
- Engineering costs (internal and external) including related preliminary project and environmental studies for a road;
- Project estimating, design, and planning (drawings and specifications);
- Construction engineering, construction management, construction inspection and project payment; and,
- Donated capital assets are recorded at their estimated fair value at the time of acquisition.

2. RETROACTIVE REPORTING AT TRANSITION OF GASB STATEMENT NO 34

When actual historical cost source data is unavailable, estimate cost using:

- Historical Cost (purchase or construction cost);
- A 'Going Price' at the time of acquisition; or
- A Consumer Price Index calculation. To estimate the cost of an asset item using a Consumer Price Index calculation (including Consumer Price Index and Federal Highway Price Trends), the estimator must first find the cost of the asset as if it were new today. The estimator would then find the corresponding estimated date of acquisition/construction on the appropriate schedule which will 'deflate' the replacement cost to an estimated historical cost. The Table of Cost Indexes schedule may be found in

the State Board of Accounts (SBOA) County Bulletin from June 2018 (volume 409, page 7). <https://www.in.gov/sboa/files/2018%20June.pdf>

E. ESTIMATED USEFUL LIVES OF DEPRECIABLE ASSETS

Capital Assets (defined):

- Have estimated useful lives extending beyond a single reporting period (one year); and
- Are depreciated using the straight-line method with no allowance for salvage value.

The estimated useful life values were developed with the input of knowledgeable staff and reflect our government's experience with these assets:

• Land and Improvements to Land	non-depreciable
• Buildings and Building Improvements	50 years
• Machinery and Equipment	5 years
• Vehicles:	
- Autos	5 years
- Light Trucks	8 years
- Heavy Trucks	15 years
• General Infrastructure:	
- Roads	50 years
- Bridges	75 years
• Playground Equipment	10 years
• Outdoor Lighting	10 years
• Software	5 years

F. DEPRECIATION METHOD/CONVENTION

Depreciation will be calculated using the straight-line method and full-year convention. No salvage value or residual value will be recognized.

G. RESPONSIBILITY FOR PROPERTY RECORD MAINTENANCE

The Monroe County Auditor will ensure that reporting for capital assets is exercised by establishing a fixed capital asset inventory, both initially and at a minimum, annually. The Monroe County Auditor will further ensure that the capital asset report will be updated annually to reflect:

- Improvements;
- Additions;
- Retirements;
- Transfer between departments;
- Annual capital asset balance for financial reporting purposes; and
- Annual and accumulated depreciation calculations and net book value amounts.

The individual department utilizing physical property owned by Monroe County has the expressed responsibility to maintain day-to-day stewardship of the property.

All departments have the responsibility to report capital asset improvements, additions, retirements, and transfers in detail to the Monroe County Auditor. This shall be reported to the Auditor **within a week of the purchase and BEFORE retirement** of the capital asset. The County Auditor must verify additions of capital assets via the claims process to purchase the property. Transfers and retirements of assets at or above the threshold are to be reported by the departments to the County Auditor using the attached [Asset and Inventory Retirement Form](#).

III. INVENTORY POLICY

A. INVENTORY (defined):

- Capital purchases (4000 line items) **not meeting the minimum capitalization criteria set forth in the Capital Asset** section of the Monroe County Risk Management Policy but that meet the criteria in the Inventory Policy are considered inventory items.
- Personal property owned by Monroe County Government.
- Physical items having useful lives extending beyond a single reporting period (one year).

B. CLASSIFICATIONS:

1. **Machinery, Furniture, and Equipment.** Defined as tangible property of a permanent nature, (other than land, buildings, improvements, and vehicles) having a useful life of more than one (1) year. Examples include: machinery, furniture, office equipment including but not limited to computers and data processing equipment, and desks, safes, cabinets, cellphones, etc.
 - **Per unit** cost must be equal, or more than the threshold listed for this category but less than the capitalization criteria.
 - Purchase cost must be included.
2. **Vehicles.** This category includes automobiles, light trucks, heavy trucks, busses, and boats, having a useful life of more than one (1) year. Records must include:
 - Purchase cost; or
 - If a gift, fair market value at time of acquisition.
3. **Books and Other.** This category may include a collection of books, periodicals, archives, CD's, etc. This section can also be used for any other types of assets not listed.
4. **Federal Items Purchased through a Federal Grant.** Any items purchased with federal grant money for \$5,000.00 or less must be maintained as inventory. Items purchased by Federal funds cannot be disposed of without the approval of the awarding agency **UNLESS** the item(s) was/were clearly stated as exempt within the award.

C. INVENTORY THRESHOLDS

Inventory items must be included on the inventory list if they have an original purchase cost or value equal or greater than the amount below. Inventory items will remain on the inventory list and part of the property record until they are retired, disposed of, sold, or traded in.

The threshold for the following classes of inventory items shall be:

- | | |
|---|--------------------------|
| 1. Machinery, Furniture, and Equipment | \$ 200.00 – \$ 74,999.99 |
| 2. Vehicles | \$ 200.00 – \$ 74,999.99 |
| 3. Books and Other | \$ 200.00 – \$ 19,999.99 |
| 4. Federal Items Purchased through a Federal Grant
(Not meeting the \$5,000.00 threshold for capital assets) | less than \$5,000.00 |

D. DEPARTMENT LEVEL RESPONSIBILITY FOR PROPERTY CONTROL

Capital assets that do not meet the capitalization criteria listed in this policy but warranting 'control' may meet the criteria of the Monroe County Inventory Policy. Should the item(s) in question not meet the threshold for *either* policy but still warrant control, the item(s) shall be inventoried at the department level, and an appropriate list be maintained. Monroe County Government strongly encourages individual County Departments to create their own Inventory Policy and Inventory List for items that do not meet the criteria of the County Capital Asset Policy or County Inventory Policy that may be 'sensitive.' Department Policies should be reviewed and approved by their governing board and/or the Monroe County Commissioners.

Assets below the capitalization threshold and not on the county inventory list but considered *sensitive* may include:

- Postage Stamps;
- Batteries;
- Electronic office equipment such as clocks, calculators, label makers;
- Currency counters, check scanners, credit card readers;
- Sports equipment;
- Clothing, Footwear; and
- Refrigerators, microwaves, water coolers.

Stewardship of these minimum but sensitive items is the express responsibility of the departments utilizing these properties; however, the Monroe County Auditor shall have the right to request copies of the inventory and/or updated inventory of controllable items so as to periodically review the information, and adherence to department policy where applicable.

E. RESPONSIBILITY FOR PROPERTY RECORD MAINTENANCE

The Monroe County Commissioner's Office will ensure that tracking of inventory is exercised by using an inventory software program, and will conduct a physical inventory. Post initial inventory, individual departments will be required to submit a yearly inventory for by December 15th, of each year. The Monroe County Commissioner's Office will further ensure that the Monroe County inventory software will be updated annually to reflect:

- Improvements;
- Additions;
- Retirements; and
- Transfer between departments.

The individual department utilizing physical property owned by Monroe County has the expressed responsibility to maintain day-to-day stewardship of the property.

All departments have the responsibility to report inventory additions, retirements, and transfers in detail to the Monroe County Commissioner's Office. This shall be reported to the Commissioner's Office **within a week of the purchase and BEFORE retirement** of the inventory item.

IV. RETIREMENTS AND DISPOSAL OF INVENTORY (Sale, Disposal, Surplus, or Relocation)

A capital asset or inventory item may be considered for retirement for any of the following reasons (the list is not all inclusive):

- Obsolete;
- Lost or Stolen;
- Public Safety Hazard;
- No longer usable for intended purpose; and/or
- Item is changing location – item will remain a county asset but location change must be recorded.

When an item becomes obsolete or no longer usable for its intended purpose, the department will follow the FIXED CAPITAL ASSET and INVENTORY ITEM RETIREMENT PROCEDURE ([P:\County Forms & Info\Asset and Inventory Information](#)) including completing the Fixed Capital Asset and Inventory Item Retirement Form ([P:\County Forms & Info\Asset and Inventory Information](#)), obtaining the necessary approval and/or documentation **before facilitating sale, disposal, or relocation** of any county asset or inventory item. The Technical Service Department, Maintenance Department, or Highway Department will facilitate the sale, disposal, surplus, or relocation of any asset or inventory item **AFTER** the appropriate steps have been followed and approval received, as outlined in the procedure (link above). The Fixed Capital Asset and Inventory Retirement Procedure incorporates Indiana Code 5-22-22 into Monroe County's retirement procedure (link above); however, please review the statute or contact Monroe County Legal with questions. This section of code is summarized as follows:

No item (Chair, Table, Vehicle, Desks, Bookcases, Tools, Appliances, Technical Equipment) may be disposed, destroyed or placed for surplus without the following:

- A. *Determination of item(s) value.*
 - 1. *If 1 item = \$1,000 or more; **OR***
 - 2. *If more than one item total value = \$5,000 or more*
 - a. ***MUST be sold at a public sale or by sealed bids and advertised as per IC 5-3-1***
- B. *IF VALUE is LESS than \$1,000 or combined value less than \$5,000*
 - 1. *Resolution required attesting to the "less than" value is required and then:*
 - a. *May be sold at public or private sale or transfer of property without advertising.*
- C. *If items value is less than the sale and cost to transport, the item is deemed worthless and may be destroyed/disposed.*

Technical Service Department (TSD) Equipment will be disposed using one of the types of disposal methods mentioned above. The TSD Director will facilitate this disposal rather than Maintenance, or Highway. TSD will follow the FIXED CAPITAL ASSET and INVENTORY ITEM RETIRMENT PROCEDURE, including completing the necessary form, and obtaining the necessary approval before facilitating retirement of any county asset.

Retirements apply to all capital assets and inventory items including but not limited to: land, buildings, machinery and equipment, vehicles, and general infrastructure.

- When an asset is retired, for any reason, it is to be removed from the property record and the appropriate reduction will be made to reflect the retirement.

It is in the county's best interest that a county employee not take ownership of, or personally profit from the disposal of an inventory or asset item. Therefore, no employee has singular authority to dispose of asset or inventory items without the proper approvals. It is also the county's policy that employees are prohibited from purchasing county inventory or asset items that are disposed, unless public auction is held.

***Please see the Fixed Capital Asset and Inventory Item Retirement Procedure for further information on the retirement and surplus or sale of property process, and complete the accompanying form necessary for retirement of county assets or inventory items.**

LOST OR STOLEN CAPITAL ASSET OR INVENTORY ITEM

Items must be reported to the Auditor's Office, County Legal, and the Commissioner's Office.

Actions will include:

- Physical inventory of department;
- Theft and Loss report;
- Removal of asset or inventory item from the county's list; and,
- Possible report to law enforcement agency, determined by Commissioner's Office, County Legal, and the Auditor's Office.

Monroe County Government Risk Management Policy approved this _____ day of _____ 2021, by the Board of Commissioners of Monroe County, Indiana.

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



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 10/27/21

Formal ☒

Work session ☐

Department Treasurer

Title to appear on Agenda: Contract with the Indiana Archives and Records Administration to convert permanent records to microfilm.

Vendor # 004587

Executive Summary:

Agreement with IARA to convert paper tax duplicate books to microfilm. Microfilm original is stored with IARA. The county will receive a duplicate copy of the microfilm. The contract allows for additional work to be done in excess of the quote of \$24,500.00 up to \$30,000.00. Notice shall be given to the county when \$24,500.00 has been reached and authorization from the Treasurer must be given to incur any additional costs.

Fund Name(s):

County General

Fund Number(s):

1000

Amount(s)

24,500.00

Presenter: Jessica McClellan

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: Rice, Margie

SERVICES AGREEMENT

Agreement made the ___th day of _____, 2021, between Indiana Archives and Records Administration, ("Contractor") and the Monroe County Treasurer ("Treasurer") and the Board of Commissioners of Monroe County ("County"). The Contractor and County mutually agree as follows:

1. **Project.** The undersigned Contractor shall convert and preserve 350 tax duplicate books on microfilm for Monroe County Government. In addition to creating the microfilm record for the State of Indiana Archives, a copy will be made for the Monroe County Recorder's Office. All related services, necessary to effectuate this work product, is considered part of the Project and included in the costs below, in Paragraph 3.
2. **Term.** The Project shall begin on or around the date the Parties execute this Agreement and shall terminate when Monroe County has received and accepted the Microfilm with all the tax duplicates included. This work shall be completed no later than December 31, 2022, unless the Parties mutually agree, in writing, to extend the term of this Agreement.
3. **Cost.** The total cost of the work shall, under no circumstances, exceed Thirty Thousand Dollars \$30,000; however, the estimate, which is attached hereto and incorporated herein as "Exhibit A" is for Twenty Four Thousand Five Hundred Dollars (\$24,500.00). The Parties expect the Project to cost the lesser amount; therefore, Contractor must provide written notice to the County when it reaches that lesser amount and must, in turn, receive written notice and authorization from the Treasurer in order to proceed and any incur additional costs. Contractor's failure to provide written notice shall result in Contractor not being paid in excess of the lesser amount, regardless of work performed. Contractor shall be paid on a monthly basis upon presentation of a written invoice and only after services have been received and accepted by the County. The County may not pay Contractor in advance of work being performed.
4. **Worker's Compensation.** Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance or Worker's Compensation Exemption Certificate Clearance, to the County before commencement of work on the Project. Failure to provide this certificate may be regarded by the County as material breach of this Agreement, and may result in its cancellation without further cause.
5. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the County from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the County or its employees.
6. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

It is further agreed that a penalty may be deducted from the contract in the sum of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of this provision. If a second or subsequent violation occurs, this contract may be terminated, and all monies due or to become due hereunder may be forfeited. It is further agreed that a breach of this covenant may be considered a material breach of the contract.

7. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project, none are anticipated.

Contractor will comply with IC 22-5-1.7-3. Specifically including the following:

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

8. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the County for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.

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

10. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana.

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

Indiana Archives and Records Administration
"Contractor"

Monroe County Board of Commissioners
"Board"

By: _____
Printed Name: _____

By: Julie Thomas, President

Date _____

ATTEST: _____, 2021

Catherine Smith, Auditor

Indiana Archives and Records Administration

402 W Washington St W478
Indianapolis, IN 46204 US
idoacontrollersoffice@idoa.in.gov
www.ai.org



ADDRESS

Jessica McClellan
Monroe County Treasurer
100 W Kirkwood Ave
Bloomington, IN 47404
United States

SHIP TO

Jessica McClellan
Monroe County Treasurer
100 W Kirkwood Ave
Bloomington, IN 47404
United States

ESTIMATE

1004

DATE

06/11/2021

EXPIRATION

06/30/2021

DATE

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	35 mm - Books, newspapers, etc.	350 tax duplicate books preserved on microfilm	105,000	0.205	21,525.00
	35 mm Diazo Negative Copy	User copy film for Recorder's Office	175	17.00	2,975.00

TOTAL

\$24,500.00

Accepted By

Accepted Date



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal ☒ Work session ☐ Department

Title to appear on Agenda: Vendor #

Executive Summary:

On 10/20/21, The Monroe County Parks & Recreation Board approved the surplus of a Harley Rake. The Parks Board purchased a new Harley Rake.

The Harley Rake attaches to our Skid Steer and is utilized for site preparation, erosion control, and regrading on athletic fields, chipped limestone (gravel) trails, and other areas in the parks as necessary.

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="John Robertson"/>	<input type="text" value="812-322-6441"/>

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

Attorney who reviewed:

RESOLUTION 2021-55
RESOLUTION CONCERNING SURPLUS PROPERTY

A resolution to declare certain personal property of Monroe County to be no longer needed and unfit for the purpose for which it was intended, and to be considered surplus property for purposes of disposal.

WHEREAS, the Board of Commissioners of Monroe County, Indiana are empowered to declare unneeded property to be surplus property; and,

WHEREAS, the Board of Commissioners of Monroe County, Indiana, may authorize the disposal of surplus property pursuant to IC 5-22-22- *et seq.*;

NOW, THEREFORE, be It resolved by the Board of Commissioners of Monroe County, Indiana, that:

1. Pursuant to IC 5-22-22 Sections 3 and 6, the property set forth in the attached exhibit A shall be considered to be surplus for purposes of disposal.
2. The property described in Exhibit A includes one item with an estimated value of MORE than One Thousand Dollars (\$1,000.00).
3. The property described in Exhibit A may be transferred or sold at either a public auction, private sale, traded in, or sold as scrap. If any of the above described property fails to sell or be transferred, it may be demolished, junked, or if hazardous, properly disposed of.
4. The above described property may be removed from the Monroe County fixed asset inventory.

Adopted this _____ day of _____, 2021.

MONROE COUNTY BOARD OF COMMISSIONERS

"YEAS"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens, Commissioner

Penny Githens, Commissioner

ATTEST:

Catherine Smith, Monroe County Auditor

EXHIBIT
A



HARLEY RAKE

Fixed Capital Asset and Inventory Retirement Form

This completed form must be provided to the HWY dept. and on file for all items subject to surplus sale.

STEP 1

Elected Official/Department Head: Kelli Witmer **Date:** 10-05-21

Select one: ☐ Fixed Capital Asset (Item is reported to the State via Auditor)

Reason for Retirement of Item: Choose an item.

(Auditor: This represents a liability on the County balance sheet)

☒ Inventory Item (Will have Manager+ bar code)

Reason for Surplus or Disposal? Replaced with New

If 'other' or 'relocated' were selected, please explain and/or list new proposed location: Click here to enter text.

Department: Parks & Recreation

Asset/Inventory Item and Description: (i.e. table, chair, 1998 Ford Pickup Truck) Harley Rake

Were Federal Funds used to purchase? ☐ YES ☒ NO

If yes, must attach approval to dispose from the awarding agency OR Award notice stating item is exempt.

Elected Official or Department Head Signature: Kelli Witmer

STEP 2

ITEM REMAINS ON ACTIVE INVENTORY OR ASSET LIST UNTIL COMPLETION OF STEP 4, FINAL APPROVAL AND DECLARATION FROM THE BOC AT A PUBLIC MEETING.

Maintenance/Technical Services Department: Gregory Crohn **Date:** 7OCT2021

Asset/Inventory Item value: Click here to enter text.

Does the value of the item exceed the cost to auction the item: ☐ YES ☒ NO

I have reviewed the aforementioned item and agree to the proposed retirement, surplus or disposal of said item.

- Fleet Maintenance signature: Gregory S. Crohn

OR

- Building Maintenance signature: Click here to enter text.

OR

- Technical Services signature: Click here to enter text.

☒ PICTURE OF ITEM HAS BEEN TAKEN AND ENTERED INTO THE MANAGER+ SOFTWARE. ITEM REMAINS ON ACTIVE INVENTORY UNTIL COMPLETION OF THIS FORM.

STEP 3

Auditor (Capital Asset Only): Signature: Alyssa Horan **Date:** 10/11/2021

Original Reported Value: Click here to enter text. **Depreciated Value:** Click here to enter text.

STEP 4

Board of Commissioners/Legal

Item(s) declared Surplus at Public Meeting on: _____ and may be disposed of as per County Property Disposal and Surplus Procedure and IC 5-22-22 et seq.

Signature: _____ **Date:** _____

UPON COMPLETION OF STEP 4, FORWARD FORM TO INTERNAL AUDITOR.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

The Monroe County Parks & Recreation Board approved the Indiana University-Eppley Institute for Parks and Public Lands Service Agreement on October 20, 2021.

The Indiana Department of Natural Resources requires a DNR approved 5 year MCPR Master Plan in order for Monroe County Government to be eligible for DNR administered grants. DNR administered grant examples: Next Level Trails, Recreational Trails Program, Forestry Grants, Land & Water Conservation Fund, etc.

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:

AGREEMENT FOR SERVICES
NR#188293

THIS AGREEMENT ("Agreement") is entered into as of the last signature below ("Effective Date") between **Monroe County Parks & Recreation** with an address of **501 North Morton Street #100, Bloomington, IN 47404** ("Sponsor") and the **Trustees of Indiana University** with an address of **509 East 3rd Street, Bloomington, Indiana 47401-3654** ("University").

WHEREAS Sponsor wishes to contract with University for certain services as described herein and University has the necessary personnel and facilities to perform the services for Sponsor in accordance with the terms below.

THEREFORE, it is agreed as follows:

Article 1. Scope of Work

University will perform the services ("Services") described in Addendum A. Stephen A. Wolter, a University employee ("Principal Investigator"), will supervise all Services to be performed under the terms of this Agreement. In the event the Principal Investigator is unable or unwilling to continue with this project, the parties will attempt to find a mutually acceptable substitute. In the event a mutually acceptable substitute is not found, the Agreement may be terminated in accordance with Article 4.

Article 2. Term

The term of this Agreement shall commence on **November 1, 2021** and remain in effect until **April 30, 2022** ("Term") unless changed by mutual consent of the parties by written amendment to this Agreement.

Article 3. Payment

3.1. It is understood that this is a fixed price agreement based on deliverables. The cost to Sponsor for University's performance of the Services shall not exceed \$30,000.00.

3.2. University will send invoices to Sponsor based on the deliverables in Addendum A as follows:

- upon receipt of deliverables 1-13 invoice 35%
- upon receipt of deliverables 14-32 invoice 45%
- upon receipt of deliverables 33-37 invoice 20%

3.3. University shall send invoices to the following Sponsor address:

Monroe County Parks Department
501 N. Morton Street, Suite 100
Bloomington, IN 47404

3.4. Upon presentation of an invoice, Sponsor shall make payments, to University within thirty (30) days of receipt of such invoice.

3.5. Checks should be made payable to **Trustees of Indiana University** and sent to:

Indiana University
Office of Research Administration
Dept 78867
P.O. BOX 78000
Detroit, MI 48278-0867

Tax ID# 35-6001673

Article 4. Termination

4.1. This Agreement may be terminated by either party by providing written notice to the other party at least forty-five (45) days prior to the effective date of termination.

4.2. In the event that either party defaults or breaches any material provision of this Agreement, the other party may terminate this Agreement upon thirty (30) days written notice to the party in default or breach, provided however that if the party defaulting, breaching, or failing, within thirty (30) days of the receipt of such notice cures the said default, breach or failure, the Agreement will continue in force and effect.

4.3. In the event of early termination by either party, Sponsor shall pay University for all costs and non-cancellable commitments incurred in the performance of the Services prior to the effective date of termination.

Article 5. Confidential Information

5.1 University acknowledges that Sponsor may, prior to and during the term of this Agreement, provide University with scientific, technical, business, or other information which is treated by Sponsor as confidential or proprietary ("Confidential Information"). In recognition that University is a non-commercial, academic institution, Sponsor agrees to limit to the extent possible the delivery of confidential information to University. Both parties agree that in order to ensure that each party understands which information is deemed to be confidential, all Confidential Information will be in written form and clearly marked as "Confidential," and if the Confidential Information is initially disclosed in oral or some other non-written form, it will be confirmed in writing and clearly marked as "Confidential" within thirty (30) days of disclosure. University shall hold such Confidential Information in strict confidence and shall treat such information in the same manner as it treats its own confidential information. The University retains the right to refuse to accept any such information or data from Sponsor which it does not consider to be essential to the completion of the Research Project or which it believes to be improperly designated, for any reason. The Confidential Information provided to University by Sponsor will remain the property of the Sponsor, and will be disclosed only to those persons necessary for the performance of this Agreement. No indirect or consequential damages or damages based on loss of profits or market share are contemplated or recoverable for breach of confidentiality.

5.2 The obligation of University to maintain confidential under this Agreement will survive its expiration or termination and will endure for five (5) years from the date of disclosure.

5.3 The obligation of non-disclosure will not apply to any part of the Information that:

- (a) is already known to University prior to the effective date, as evidenced by University's records;
- (b) becomes publicly known without the wrongful act or breach of this Agreement by University;
- (c) has been or is disclosed to University by a third party who was not, or is not, under any obligation of confidence or secrecy to Sponsor at the time said third party discloses to University, or has the legal right to do so;
- (d) is developed independently by employees of University who had no access to or knowledge of the Information, as evidenced by University's records;
- (e) is approved for release by written authorization of the Sponsor;
- (f) is required to be disclosed by law or governmental regulation or to any governmental entity with jurisdiction, provided University promptly notifies Sponsor, if reasonably practical or possible, in writing of such lawful disclosure.

Article 6. Publication

Sponsor acknowledges that the free dissemination of information is an important policy of University. In accordance with its policies, University is free to publish, present, or use any data or results arising out of the performance of this Agreement for its own publication, presentation, instructional or non-commercial research objectives provided that the publication, presentation or use does not disclose any Confidential Information furnished by Sponsor. University agrees that any proposed publication or presentation relating to the Services conducted under this Agreement will be submitted to Sponsor for review at least thirty (30) days prior to submission for publication or presentation to remove Confidential Information. As such, the scope of Confidential Information in this publication context does not include the results arising out of the performance of this Agreement. In the event that the proposed publication or presentation contains patentable subject matter that needs protection, University will, upon written request received from Sponsor within the thirty (30) days review period, delay the publication or presentation for a maximum of an additional ninety (90) days to allow Sponsor or University to file a patent application.

Article 7. Intellectual Property

7.1 University will promptly disclose to the Sponsor all developments and inventions, whether or not patentable, conceived and first reduced to practice as a result of the Services ("Inventions"). Inventorship of any Inventions shall be determined in accordance with U.S. patent law (if patentable) or by mutual agreement between the parties (if not patentable), taking into account any applicable U.S. federal or state law, and the role and contributions of individuals involved. Ownership shall be determined in accordance with inventorship. In the case of joint ownership, both parties agree to negotiate a joint invention agreement, which shall provide, *inter alia*, for the sharing of patent costs, income, and invention management responsibilities.

7.2 Title to, and the right to determine the disposition of, any copyrights or copyrightable material, first produced or composed in the performance of this Research Project, shall remain with the University.

7.3 The parties shall not disclose or record this Agreement or an excerpt of this Agreement in the U.S. Patent Office unless the party wishing to make such recordation obtains the prior written permission of the other party.

7.4 The Parties agree that any existing background intellectual property and inventions and technologies existing prior to the execution of this Agreement are their own separate property, respectively, and are not affected by this Agreement.

Article 8. Indemnification by Sponsor

Sponsor will defend, indemnify and hold harmless University, its affiliated institutes and hospitals, and its trustees, officers, employees, agents, and third parties acting on its behalf or with its authorization from any and all suits, actions, claims, demands, judgments, costs or liabilities arising from Sponsor's use of the data, results, deliverables or materials generated by University's performance of the Services.

Article 9. Merger

This Agreement supersedes all prior oral and written proposals and communications and sets forth the entire agreement of the parties with respect to the subject matter hereof.

Article 10. No Warranty

UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER INCLUDING BUT NOT LIMITED TO THE CONDITION OR QUALITY OF ANY DELIVERABLES OR THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Article 11. Modifications

Any modification to this Agreement shall be in writing and signed by both Sponsor and University.

Article 12. Publicity

The parties agree that neither party will use the names or trademarks of the other party, nor any adaptation thereof in any advertising, promotional or sales activities without prior written consent obtained from the other party.

Article 13. Independent Contractors

Nothing contained herein will be construed as establishing an employer-employee, joint venture, or principal-agent relationship between the parties.

Article 14. Force Majeure

University shall not be liable to Sponsor for any delay or failure of University to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond the reasonable control of University. Such causes shall include, but are not limited to, acts of God, floods, fires, loss of electricity or other utilities, pandemics or delays by Sponsor in providing required resources or support or performing any other requirements hereunder.

Article 15. Miscellaneous

- 15.1 The headings in this Agreement are intended solely for convenience or reference and will be given no effect in the construction or interpretation of this Agreement.
- 15.2 This Agreement, including attached appendices, supersedes all prior oral and written proposals and communications, if any, and sets forth the entire agreement of the parties with respect to the subject matter hereof and may not be altered or amended except in writing, signed by an authorized representative of each party hereto. The terms in this Agreement take precedence over the protocol.
- 15.3 The construction and enforcement of this Agreement will be governed by the laws of the State of Indiana, United States of America, without regard to principles of choice of law. The parties acknowledge that this contract is entered into and will be performed in Indiana.
- 15.4 No waiver of any default, condition, provision or breach of this Agreement will be deemed to imply or constitute a waiver of any other like default, condition, provision or breach of this Agreement.
- 15.5 If any paragraph, term, condition or provision of this Agreement will be found, by a court of competent jurisdiction, to be invalid or unenforceable, or if any paragraph, term, condition or provision is found to violate or contravene the laws of the State of Indiana, then the paragraph, term condition or provision so found will be deemed severed from this Agreement, but all other paragraphs, terms, conditions and provisions will remain in full force and effect.

Article 16. Notices

Notices to be provided between the parties shall be provided to the following individuals for each party:

SPONSOR:

Monroe County Attorney's Office
100 West Kirkwood Avenue, Room 220
Bloomington, IN 47404
Phone: 812/349-2525
Email: legal@co.monroe.in.us

UNIVERSITY:

Programmatic Notices:

Stephen A. Wolter
Eppley Institute for Parks and Public Lands
501 N. Morton Street, Suite 101
Bloomington, IN 47404
Phone: 812/855-3095
sawolter@indiana.edu

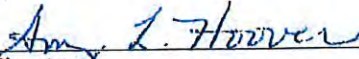
Contractual and Financial Notices:

Indiana University
Office of Research Administration
509 East 3rd Street
Bloomington, IN 47401-3654
Phone: 317/278-3473
Email: IUaward@iu.edu

IN WITNESS WHEREOF, the parties hereto have caused this Agreement signed by their respective officers duly authorized as the date and year written.


UNIVERSITY

SPONSOR



Signature Date 10/04/2021
Name: Amy L. Hoover
Title: Contract Officer

Signature Date
Name: Julie Thomas
Title: President, Monroe County Board of Commissioners



Signature Date 10/20/2021
Name: Evelyn Harrell
Title: President, Parks Board

Addendum A

Scope of Work



Proposal For:
Parks and Recreation System Master Plan
Monroe County, Indiana



September 2021



Proposal
c/o Eppley Institute for Parks and Public Lands
Monroe County
Parks & Recreation System Master Plan
©2021 Trustees of Indiana University

Monroe County Park Board
 c/o Kelli Witmer, Director
 Monroe County Parks & Recreation Department
 501 N Morton St, Ste. 100
 Bloomington, IN 47404

The Eppley Institute for Parks and Public Lands (Eppley Institute) at Indiana University is pleased to submit our proposal and work plan to prepare the Parks and Recreation System Master Plan for Monroe County. With our extensive combined experience in park master planning, recreation program planning, open space stewardship, operational assessment, agency capacity building, and executive leadership, we believe our team is uniquely qualified to assist the Park Board and Department in this important planning process for the citizens of Monroe County.

The Eppley Institute is familiar with the Monroe County Parks & Recreation Department, system, and community having completed the 2018 Monroe County Parks and Recreation Master Plan. Our project team is once again prepared to facilitate and guide the Board, Department, and community through the system master planning process. We welcome the opportunity to integrate community interests and needs into a single, focused, and sustainable plan that creates a long-range vision for the public lands, trails, parks, and recreation services that positively impact the residents of Monroe County.

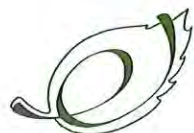
The project team has unparalleled experience, having worked in Anchorage, Carmel (Indiana), Boulder, and other places across the nation. With a project team of experts in planning, recreation, sustainability, community engagement, and local governance, our team is balanced, innovative, and execution focused. Additionally, two important realities add to the strength of the project: 1) our team includes former municipal executives that have experience leading master planning processes and agencies, and 2) our team has an extraordinary breadth of expertise with different public agencies and communities across the nation.

We hope our system master planning record and reputation for delivering the highest quality services coupled with our direct and successful project experience in Monroe County creates confidence in our proposal to complete the Parks and Recreation System Master Plan. We look forward to exceeding Monroe County's expectations for this project, and welcome the opportunity to discuss this project further.

Respectfully Submitted,



Stephen A. Wolter, CRPP, CPP-I, AAPRA Fellow
 Executive Director, Eppley Institute for Parks and Public Lands
 Phone: (812) 855-7083
 Email: sawolter@indiana.edu



Proposal
 c/o Eppley Institute for Parks and Public Lands
Monroe County
Parks & Recreation System Master Plan
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Introduction

The Eppley Institute for Parks and Public Lands (Eppley Institute) project team proposal to complete the Monroe County (County) Parks and Recreation System Master Plan demonstrates the project team's ability to perform the services required to develop an implementable and attainable plan. With park planning and project management experience spanning in scale and scope across the U.S., the project team has the skills, resources, and knowledge needed to assist the Monroe County Park Board, Parks & Recreation Department (Department) and other County leaders in planning for the future of the community's parks and recreation system.

With our experience, we understand that a parks and recreation system master plan creates standards for the county, assesses organization needs, creates development priorities and outlines implementation strategies. It allows the Department to equitably allocate park and recreation services that meet identified deficiencies and shortfalls in the system for the future. In addition to providing an inventory of the facilities, properties, programs, events, and an analysis of use and demand, the system plan solicits and documents extensive public and stakeholder input obtained throughout the planning process. The synthesis of information, public engagement, data, trends, organizational need, with measurable, definable goals and objectives is a critical step in the process. The result will guide the County's actions and investment in a publically supported systemwide plan that aligns with community priorities for parks and recreation services. This proposal provides a review of the Eppley Institute project team's recent experience and qualifications, in addition to a general project approach that demonstrates the team's commitment to and focus on the long-term success and sustainability of the plan.

Project Approach

Geographic location combined with a history of successful collaboration and partnership creates familiarity between the Eppley Institute and the Department, community, and parks system. This familiarity is an advantage in completing the work and also motivates our project team to deliver the best services possible. This section of the proposal details the Institute's proposed approach to the parks and recreation system planning process.

Community Engagement

Parks and recreation systems are central to the quality of life for communities everywhere. Therefore, community participation through elected and appointed officials, potential and current community partners, underserved groups, sports organizations, and citizens at large is critical for the success of this parks and recreation system master plan project. The Eppley Institute project team is experienced, committed to, and extremely capable in engaging the community and building consensus on priorities.

Our past and current commitment to meaningful community engagement is real as demonstrated in past projects in across the country. This commitment is based on the fundamental belief that working toward community and stakeholder consensus through



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engagement is a critical component creating a park and recreation system master plan that can be successfully implemented. The Eppley Institute will use varying engagement techniques including social media, project web pages, stakeholder and under represented group interviews, critical issue multi-media postings for information and reaction, along with technology assisted meetings. Knowing, mastering, and being facilitating various techniques for community participation is the expertise this project team presents to the Department.

Data-Driven Metrics

The Eppley Institute's system planning approach is data driven. The project team will not duplicate prior plans done for other entities but will be specific to Monroe County and its citizens. Through extensive research and topical reports, the Eppley Institute project team addresses Monroe County's park and recreation needs now and in the future using metrics that define the park and recreation system and ensures measureable outcomes are clear. This deliberate approach to park and recreation system master planning is a strength of the Indiana University based Eppley Institute project team. The approach ensures that planning is specific to the County's needs, is inclusive and contemporary in design, and accounts for diverse and growing populations, changing expectations, and needs.

Project Management

With a track record of many hundreds of projects completed, the team members for this project know that project initiation and project management are critical to success. The Eppley Institute project team has pioneered many successful approaches now used regularly in park and recreation system master planning, including robust project initiation with a project plan approval process; internet-based project management system with clear milestone scheduling; clear project meeting management, including meeting agendas and notes, and follow up actions recorded; and a project status reporting system that is critical to ongoing project success. Using on-demand video conferencing as well as scheduled face to face meetings, the project team will engage with the Department's project manager and staff on a regular and as needed basis.

Scope of Work

In undertaking the scope of work, the Eppley Institute has a fundamental approach the team will use to guide it work and enable the final plan to reflect the important needs of the County. The phases of work proposed below outline the phase, task, purpose, and deliverable for each proposed scope item.



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Table 1: Propose Scope of Work

Task	Deliverable
<i>Conduct kick-off meeting with Department staff.</i>	<ol style="list-style-type: none"> 1. Meeting agendas (at least one day in advance) and notes. 2. Virtual project work site for file sharing and collaboration. 3. Facilitated meeting(s) with Department staff. 4. project plan for Department discussion and approval.
<i>Trends reports to help inform final plan.</i>	<ol style="list-style-type: none"> 5. Societal trends related to parks and recreation will be determined by County and Institute staff, and research briefing reports provided.
<i>Accessibility assessment.</i>	<ol style="list-style-type: none"> 6. Report on existing conditions that may prevent people of all abilities from accessing the Department's services, programs, and facilities.
<i>Public engagement facilitation.</i>	<ol style="list-style-type: none"> 7. Events, activities, and deliverables as defined, and approved in the final community engagement plan. 8. Community engagement event summary report(s), and preliminary analysis for each.
<i>Statistically valid community survey.</i>	<ol style="list-style-type: none"> 9. Survey implementation, and draft survey results including key findings and analysis. 10. Final survey results including key findings and analysis.
<i>Analysis of the Department Facilities Inventory and Assessment.</i>	<ol style="list-style-type: none"> 11. Facility inventory and assessment report.
<i>Analysis of the 2018 Parks and Recreation Plan</i>	<ol style="list-style-type: none"> 12. Analysis of recreation services, recreation services plan, and facilities plan including draft maps of service areas for parks and recreation system. 13. Analysis of alternative providers of park and recreation facilities in Monroe County.
<i>Analysis of parks and recreation levels of service.</i>	<ol style="list-style-type: none"> 14. Draft report reviewing levels of service, identifying changes implemented since 2018, and the effect of changes on projected and current levels of service. 15. Report and mapping of findings.
<i>Analysis of County supply and demand for parks and recreation services.</i>	<ol style="list-style-type: none"> 16. Draft tables and analysis of supply and demand including potential private and non-profit providers. 17. Final report, dependent upon other research reports including surveys, trends, and community engagement, detailing supply and demand trends.
<i>Gap analysis of County recreation facilities, trails, and parks.</i>	<ol style="list-style-type: none"> 18. Draft tables, analysis, and mapping detailing geographic service gaps, program service gaps, youth sports participation, and expressed interest demand gaps. 19. Final report, and findings of parks and recreation gaps in Monroe County.



<i>Update of the current benchmark comparison of the County's facilities.</i>	<p>20. Confirm that the industry standards meet the County's purpose in order to proceed within the budget and project timelines.</p> <p>21. Preliminary research and analysis documenting benchmark findings.</p> <p>22. Final report documenting County benchmark comparison to industry benchmark standards with recommendations.</p>
<i>Review and update of the current Parks and Recreation master plan implementation section.</i>	<p>23. Analysis of current Park and Recreation Master Plan, focusing on implementation section, for improvement.</p> <p>24. Draft revisions to implementation section.</p>
<i>Prioritization of goals, strategies and initiatives.</i>	<p>25. Analysis, tables, and data recommended priorities, goals, strategies, and initiatives.</p> <p>26. Draft priority documents and graphics for community engagement activities.</p>
<i>Financial overview that aligns the recommended priorities within the County's budget framework and funding scenarios.</i>	<p>27. Draft financial analysis.</p> <p>28. Final report on financial approach to meeting recommended priorities for the Master Plan.</p>
<i>Draft master plan document.</i>	<p>29. Draft Master Plan.</p> <p>30. Draft slide deck for use in presentations.</p> <p>31. Media and engagement materials for citizen engagement events including Department talking points.</p> <p>32. Revised Master Plan for public review.</p>
<i>Presentations, graphics, maps, posters, fliers, and other materials for community and staff engagement, including the final plan approval process.</i>	<p>33. Meeting and document presentation to Parks Board and County Commission.</p> <p>34. Final presentation and engagement materials for plan approval phase.</p>
<i>Final master plan document, and all support documents including project close out report.</i>	<p>35. Final master plan in print and electronic form.</p> <p>36. All presentation, and engagement deliverables in electronic form.</p> <p>37. Project close out report documenting project process, evaluating the project, and making recommendations.</p>



Team Structure & Resumes

The project team consists of national leaders in planning and design, specializing in asset management, community engagement, organizational leadership, and sustainable design for parks, recreation, and open spaces. Their experience includes the administration, planning, and development of parks and recreation areas, including programming, finance, management of personnel, and maintenance. In addition, the project team has experienced planners in open space stewardship, trail planning and management, park and urban design, as well as in building organizations that steward and manage the park, recreation, and public lands assets of a community and the country. The team also includes an in-house Americans with Disabilities Act (ADA) accessibility specialist, as well as coordination with Indiana University's National Center on Accessibility, to ensure that all project design plans prioritize connectivity, inclusiveness, and accessibility for all citizens.

Steve Wolter has extensive experience as a leader, manager, teacher, and executive in the park, recreation, public lands, and higher education field. He has executive experience in agencies across three states and has worked at the highest levels of parks agencies nationally, as well as with state and local agencies including non-profit and for-profit organizations. As the originator of numerous competency and capability frameworks for the park and recreation field, including international certification programs, he offers Eppley Institute clients a unique qualification for improving services and programs. His background in facilities management, urban and regional planning, recreation, sports, and tourism, and his project management experience, having served as project director on over 200 projects, make him uniquely qualified to assist organizations in developing and meeting their strategic aspirations.

Layne Elliott joined the Eppley team as a project manager in 2016, bringing a variety of experiences, including interpretation with the National Park Service, financial services, training, and organizational leadership. He works to promote the positive impacts of parks, trails, and natural areas on communities, environmental health, economic vitality, and conservation attitudes. Mr. Elliott has professional experience with park master planning, trails research, and educational design on a wide variety of topics including park and tourism planning, a training program for USA Softball, and park safety. He is also the Assistant Director of the Great Lakes Park Training Institute. As a master's student in Indiana University's Park and Public Lands Management Program, he made real-world contributions to parks organizations including a site design report at Lincoln Boyhood National Memorial, a fundraising plan for the Friends of McCormick's Creek State Park, and recommendations for a collaborative stewardship framework made to the Great Northern Landscape Conservation Cooperative. **Mr. Elliott will lead the efforts of the Monroe County Parks & Recreation System Master Plan.**



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Sarah Murray has been a Project Manager at the Eppley Institute since 2018. She is an experienced planner with a master's degree in Urban and Regional Planning and a wide array of experience planning and development. Ms. Murray approaches planning from the perspective that public spaces impact the quality of life for those who interact with them. As an instructor, she focused on how design and policy can shape access to and interactions with public space. She applied this focus to her previous work experience in community and economic development, international finance and environmental grantmaking, and international project development and management.

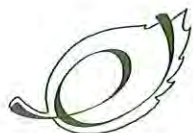
Dr. Kristy Anderson joined the Eppley Institute as a Project Manager summer 2021. She is an experienced data analyst and strategist, with 10 years of experience in research and evaluation within public and nonprofit sectors. She also has several years of experience in outdoor education programming and interpretation. At the Eppley Institute, Kristy's project work spans these areas of strategic planning, research, evaluation, and interpretation. Her academic research has centered social-ecological inquiries that examine how anthropocentric environmental changes shape public health and outdoor recreation outcomes.

Sara Shovlin joined the Eppley Institute for Parks and Public Lands in July of 2021. She is a Certified Therapeutic Recreation Specialist and has a longstanding interest in the effects of recreation and public spaces on community health and quality of life. With over five years of experience working in the nonprofit sector, Sara has experience overseeing capital improvement programs, large scale fundraising efforts, and strategic planning initiatives. At the Eppley Institute, Sara's work contributes to many projects including but not limited to the NPS Facility Managers Leaders Program, Asset Management Key Webinar Skills, and the Great Lakes Park Training Institute.

Michelle Cook became a project manager at the Eppley Institute in September 2016. Her previous work primarily focused on programmatic and physical accessibility training, evaluation, and condition assessment in the National Park Service and other federal land management agencies. With a Master of Science in Recreation Therapy, Ms. Cook brings to the Eppley team a clinical knowledge and experience of how people with disabilities interact with recreation, park, and public land entities. Ms. Cook serves as Accessibility Program Manager, overseeing the operations of the National Center on Accessibility

Representative Projects

The following table provides a snap-shot of the project-based work that the project team has completed in the last decade for park, recreation, and public land management agencies. These experiences are wide ranging geographically, in agency size and sophistication, and include disciplines from master planning, organizational capability assessment, training and education, and research, as well as specific professional and technical skills that may be required during the performance of this contract.



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Table 2: Representative Planning Projects

Location	Year	Project
Hudson, OH	2020	Park Master Plan
La Junta, CO	2020	Parks and Recreation System Master Plan
Parker, CO	2018	Parks, Recreation, and Open Space Master Plan
Monroe County, IN	2018	Parks and Recreation Master Plan
Wabash, IN	2018	Parks and Recreation Master Plan
Des Moines, IA	2018	Parks and Recreation Master Plan
Carmel, IN	2016	Parks and Recreation Facility Asset Management Plan Phase I
Bloomington, IN	2015	Parks and Recreation Master Plan
Boulder, CO	2014	Parks and Recreation Master Plan Update
Boulder, CO	2013	Parks and Recreation Maintenance and Asset Management Plan
Fairfield, OH	2014	Parks and Recreation Master Plan
Indiana Department of Natural Resources	2014	State Wildlife Action Plan
CERAland, IN	2014	Parks and Recreation Master Plan
Boulder, CO	2012	Capital Investment Strategy and Asset Management Plan
Hendrick County, IN	2011	Parks and Recreation Master Plan
Wabash, IN	2010	Parks and Recreation Master Plan
Montezuma, IN	2010	Parks and Recreation Master Plan

Cost Proposal

The Eppley Institute project team proposes a not-to-exceed firm fixed fee of \$30,000 for all services, supplies, travel, and deliverables as specified in this proposal. Indiana University will administer the contract and invoice the County. A summary of the fee is provided below.

Table 3: Cost Proposal

Fee Category	Amount
Personnel	\$29,439
Supplies & Services	\$561
Total	\$30,000



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Concluding Remarks

The Eppley Institute is pleased to submit a proposal for the Monroe County Parks & Recreation System Master Plan. The project team will make all necessary arrangements to accommodate this engagement with priority. We have assembled our consulting team by including a membership structure that emphasizes location, responsiveness, and accountability - not only to ensure that we provide the availability needed for this project but also to reflect superlative quality in every aspect of the project.

Further questions, requests for clarification, and/or response to this proposal should be directed to:

Stephen A. Wolter, Executive Director
 Eppley Institute for Parks and Public Lands, Indiana University
 812.855.7083
sawolter@indiana.edu

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INDIANA UNIVERSITY

OFFICE OF THE VICE PRESIDENT FOR RESEARCH
Office of Research Administration

PROPOSAL TO

Monroe County Parks and Recreation

Title:

System Master Plan

Project Director:

Stephen A. Wolter
Director, Eppley Institute for Parks and Public Lands
Assistant Professor, Indiana University
sawolter@indiana.edu
812-855-7083

Amount Requested:

\$30,000

Project Dates:

10/01/2021 – 04/30/2022

Legal Applicant:

Trustees of Indiana University
Office of Research Administration
509 E 3RD ST
Bloomington, IN 47401-3654
Phone: 317-278-3473
Email: iuaward@iu.edu

DUNS:

00-604-6700

EIN:

35-600-1673

Fiscal Officer:

James P. Becker
Executive Director, Grant Administration

Payment Address:

Indiana University
Office of Research Administration
Dept. 78867
P.O. Box 78000
Detroit, MI 48278-0867

**Individual Authorized
To Sign for Institution:**



Date 9/02/2021

Steven Allen Martin
Associate Vice President for Research Administration
Indiana University



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal ☒ Work session ☐ Department

Title to appear on Agenda: Vendor #

Executive Summary:

On 10/20/21, the Monroe County Parks and Recreation Board approved the purchase of RecDesk software licensure for 1 year, as detailed in the service agreement below.

RecDesk is a recreation management software that will allow us to manage online payment transactions, program registrations, facility scheduling, financial reporting, etc. RecDesk will be an important tool for our department as we go through the process of transferring the content of our auxiliary website to Monroe County's website.

We will be sharing the cost of this software licensure with the Technical Services Department. MCPR will pay \$2,000, TSD will pay \$4,800. TSD and Legal have reviewed and approved the agreement.

Fund Name(s):

County General
Cumulative Capital Development

Fund Number(s):

1000-30006-0803 Contractual (MCPR)
1138-30006 (TSD)

Amount(s)

\$2,000.00
\$4,800.00

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

John Robertson

Phone Number(s)

812-322-6441

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

Attorney who reviewed:

Agreement for Services

Agreement made the _____ day of _____ 2021, between RecDesk LLC, ("Contractor"), the Monroe County Parks and Recreation Board ("Parks Board"), and the Monroe County Technical Services Department ("TSD"). The Contractor, Parks Board, and TSD mutually agree as follows:

The terms of the agreement enlist Contractor to provide licensure for use of the RecDesk recreation management software. The following terms shall apply:

1. **Scope of Project and Price.** Contractor shall provide the services listed on the attached proposal, and is marked as "Exhibit A" and is incorporated herein and made a part of this Agreement.

The total amount paid to Contractor under this Agreement shall not exceed six thousand eight hundred (\$6,800) without further written approval by the Parks Board and TSD. Contractor shall submit invoices upon initiation of the services. TSD and the Monroe County Parks and Recreation Department shall pay Contractor's submitted invoices within forty five (45) days of receipt.

2. **Term.** This agreement shall be in full force from the date this Agreement is fully executed and shall expire after one year.
3. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person(s) or property related to performance pursuant to this Agreement, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the negligence of the Board or its employees.
4. **Worker's Compensation.** Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause. It shall be in the Board's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
5. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least One (1) million per occurrence, and Two (2) million dollars aggregate, and furnish proof of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board, in its, sole discretion, as a material breach of this Agreement, and may result in its cancellation without further cause. It shall be in the Board's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.

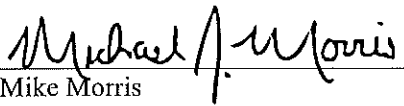
6. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

Contractor shall comply with all federal, state, and local laws and regulations. Contractor has been made aware of the County's policy on non-discrimination and agrees to comply with the policy. In addition, Contractor has been made aware of the County's policy prohibiting harassment in all regards, including, but not limited to, employment practices. Contractor agrees to make the Commissioners aware of any conduct which may violate any County policy including, but not limited to, the policies prohibiting discrimination and harassment.

In the event that Contractor discriminates as stated herein, it is agreed that a penalty equal to the sum of five dollars (\$5.00) per person, per day of discrimination, may be deducted from the amount of compensation due Contractor under this Agreement. Should a second, or subsequent violation occur, said second or subsequent occurrence may be considered a material breach and this Agreement may be terminated and all monies due, or to become due hereunder, may be forfeited.

7. **Compliance with Law.** Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations. Contractor shall indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance. Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:
- o Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
 - o Contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program, if the E-Verify program no longer exists.
 - o Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.
8. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
9. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
10. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.

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


Mike Morris
Rec Desk, LLC.

10/12/2021

Date

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

MONROE COUNTY BOARD OF 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

QUOTE



Better by Design. Simple by Nature.

Date: July 14, 2021
Quote # 000020

Expiration Date: 02/01/2022

RecDesk Software
300 Plaza Middlesex
Middletown, CT 06457

To Monroe IN
Attn: John Roberson
Customer ID : n/a

Provided By: Chrisi Kemp
919-434-3263
chrisi.kemp@recdesk.com

ITEM	DESCRIPTION	PRICE	TOTAL
<u>RecDesk License & Maintenance -</u>	Program Registration	\$6,800.00.	\$6,800.00US
	Facility Scheduling		D
	Credit Card Processing		
	Full CMS		
	Master Calendar		
	Email Marketing Tools		
	Management/Check-Ins		
	Financial Reporting		
	Invoicing/Billing		
	Training Included		
	Unlimited users/seats		
	No per-transaction costs ***		
** All-Inclusive – no start-up costs or additional fees for training and support!			
NOTE:	Fully Managed Hosting		
You can get started now with RECDESK. We will invoice you Jan 2022.	Automatic Upgrades		
No Contract No Cancellation fee.	24x7 System Monitoring		
	Application Firewall		
	Network Load Balancing		
	PCI Compliance		
	Database Backups		
	Server Backups		
	Security updates & patches		
	DDoS attack mitigation		
	Backed by the power & reliability of AWS		
	*** The first \$500,000 in transactions processed through the system are included in the base price above. If more than \$500,000 worth of transactions is processed through RecDesk in a given subscription year, those in excess of \$500,000 will be assessed a .75% transaction fee.		
	" This quote was based on the revenue/activity questionnaire provided by a member or members of your department.		

SUBTOTAL	\$6,800.00
TOTAL	\$6,800.00
USD	

Quotation prepared by Chrisl Kemp

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal ☒ Work session ☐ Department

Title to appear on Agenda:

Vendor #

Executive Summary:

On 10/20/21, the Monroe County Parks and Recreation Board approved an agreement with Trailhead Labs, Inc. to purchase Outerspatial software licensure for 2 years, as detailed below.

Outerspatial is both a mobile and web-based app that allows users to view interactive trail/park maps, department information (facilities, brochures, events, programs, etc.), and notifications. Applications like this are a relatively new technology in the Parks and Recreation field, but growing in popularity. Bloomington P&R started using Outerspatial last year and they have been pleased with the product. We think it's a good opportunity to promote our services, increase community awareness of our department, and interact with our users.

Our intentions with Outerspatial:

- provide users with access to interactive maps from their phone while on trails and in parks
- provide users with a seamless experience when using the app on city and county trails
- provide users with park and facility information without internet access on the trails (no WiFi needed with an app)
- utilize the app for notifications, surveys, community engagement, and promotion.

With support from the Duke Energy Foundation, the Monroe County Parks and Recreation Foundation will fund \$10,000 of the total expense.

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:

Agreement for Services

Agreement made the _____ day of _____ 2021, between Trailhead Labs, Inc. ("Contractor") and the Monroe County Parks and Recreation Board ("Parks Board"). The Contractor and Parks Board mutually agree as follows:

The terms of the agreement enlist Contractor to provide licensure for use of the Outerspatial application suite. The following terms shall apply:

1. **Scope of Project and Price.** Contractor shall provide the services listed on the attached proposal, and is marked as "Exhibit A" and is incorporated herein and made a part of this Agreement.

The total amount paid to Contractor under this Agreement shall not exceed Fifteen thousand (\$15,000) without further written approval by the Parks Board. Contractor shall submit invoices upon completion of the services, as the Parks Board may not pay for services in advance of receipt. Monroe County Parks and Recreation Department shall pay Contractor's submitted invoices within forty five (45) days of receipt.

2. **Term.** This agreement shall be in full force from the date this Agreement is fully executed and shall end on November 1, 2023.
3. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person(s) or property related to performance pursuant to this Agreement, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the negligence of the Board or its employees.
4. **Worker's Compensation.** Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause. It shall be in the Board's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
5. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least One (1) million per occurrence, and Two (2) million dollars aggregate, and furnish proof of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board, in its sole discretion, as a material breach of this Agreement, and may result in its cancellation without further cause. It shall be in the Board's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.

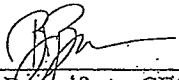
6. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

Contractor shall comply with all federal, state, and local laws and regulations. Contractor has been made aware of the County's policy on non-discrimination and agrees to comply with the policy. In addition, Contractor has been made aware of the County's policy prohibiting harassment in all regards, including, but not limited to, employment practices. Contractor agrees to make the Commissioners aware of any conduct which may violate any County policy including, but not limited to, the policies prohibiting discrimination and harassment.

In the event that Contractor discriminates as stated herein, it is agreed that a penalty equal to the sum of five dollars (\$5.00) per person, per day of discrimination, may be deducted from the amount of compensation due Contractor under this Agreement. Should a second, or subsequent violation occur, said second or subsequent occurrence may be considered a material breach and this Agreement may be terminated and all monies due, or to become due hereunder, may be forfeited.

7. **Compliance with Law.** Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations. Contractor shall indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance. Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:
- o Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
 - o Contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program, if the E-Verify program no longer exists.
 - o Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.
8. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
9. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
10. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.

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



Ryan Branciforte, CEO
Trailhead Labs, Inc.

10/20/2021
Date

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

MONROE COUNTY BOARD OF 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



Monroe County Parks and Recreation

OuterSpatial License

Delivered on September 23, 2021

01. Background

Monroe County Parks and Recreation (Monroe County) is interested in offering a mobile app experience that can enhance their engagement with visitors while publishing authoritative and accurate information about their parks, trails, and events. Monroe County and OuterSpatial have had multiple discussions about how they can leverage OuterSpatial to meet their goals.

Below outlines the free OuterSpatial license for Monroe County to provide a safe, enjoyable mobile experience to locals and visitors.

02. OuterSpatial

A platform designed to help park agencies and their partner organizations take advantage of the most innovative mobile technology. The primary function of OuterSpatial is to help organizations get their data and content into the hands of visitors.

OuterSpatial is made up of several complementary branches of technology that fit together to provide a cohesive suite of software that helps organizations manage and publish their recreation data using one user-friendly interface. **Mobile**, **Web**, and **Manager** are key components that can support Monroe County in its effort to publish recreation information to visitors via a mobile app.

Mobile

Building off a combined 50+ years of experience working with parks and recreation-focused agencies and nonprofits, OuterSpatial has created a modern mobile app called OuterSpatial.

In combination with Manager, Mobile makes it easy for your organization to publish authoritative data, using your branding into a feature-rich, modern application designed specifically for outdoor recreation.

OuterSpatial iOS and Android, which offer a full suite of outdoor-focused features and are freely available to visitors through the iTunes and Google Play stores, are built using the latest mobile technology and are continuously updated to improve performance and introduce new features.

OuterSpatial utilizes a growing number of mobile features to continuously improve the

Please do not share this proposal outside the Monroe County Parks and Recreation District staff.



visitor experience.

- ✓ Content customized for your community.
- ✓ Full-featured, native app with offline capabilities, GPS tracking, GeoPDF maps, and community/social features.
- ✓ Promote events to bring more visitors to your parks and trails.
- ✓ Transit, biking, walking and driving directions to your parks and trails.
- ✓ Enable donations, newsletter sign-ups, and other visitor engagement features.
- ✓ Present official and authoritative content from your organization.
- ✓ Post dynamic and current information relevant to your visitors.
- ✓ Allow your visitors to contribute back and share with their friends while on the trail.



Web

In combination with Manager and Mobile, Web makes it easy for your organization to publish authoritative data, using your branding into a feature-rich, modern website designed specifically for outdoor recreation.

Visitors can use your organization's presence on the OuterSpatial website to discover new experiences and plan their next adventure. OuterSpatial Web seamlessly hands off to OuterSpatial Mobile.

Please do not share this proposal outside the Monroe County Parks and Recreation District staff.

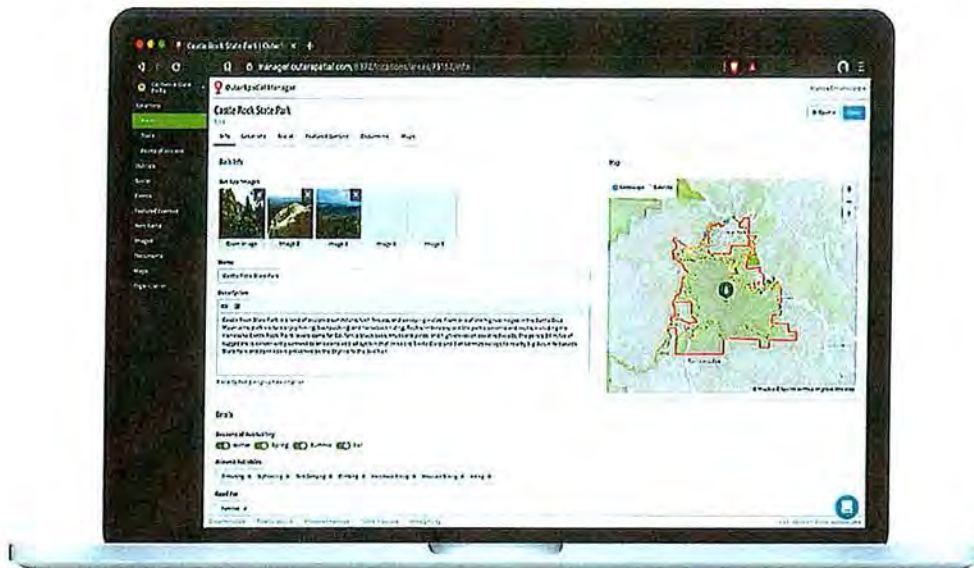


Manager

Manager is a sophisticated web-based tool for managing outdoor parks and recreation data online. Manager makes it easy to add interpretive and editorial content — such as photos, descriptions, events, and status information — to existing geospatial information. This data can then be published, in real-time, into the mobile app. This stewardship-first model gives your organization the ability to control its message and update your geospatial data, and associated content, on-demand. Using Manager, staff can:

- ✓ Manage content for your recreation assets using an intuitive web interface. This can include photos, descriptions, tags, accessibility information, documents, paper maps, and more.
- ✓ Publish dynamic information such as events and closure information.
- ✓ Add tags to your geospatial data to surface your recreation locations in intuitive and helpful ways.
- ✓ Georeference paper maps (brochures, handouts, etc.) and make them available in digital format to your visitors.
- ✓ Create, manage, and add interpretive content to Outings — curated adventures your organization wants to highlight.

Please do not share this proposal outside the Monroe County Parks and Recreation District staff.



03. Process

OuterSpatial will work with Monroe County staff to publish into the OuterSpatial app. Below are the key steps of this process:

- 1. Manager Onboarding**
OuterSpatial will onboard key staff into OuterSpatial Manager. A product tour along with help documents and guidelines will be provided. The administrator will be able to add other staff to Manager as desired, up to 5 additional staff. At this step staff will have access to the OuterSpatial Data Guidebook which they can share with the GIS/data staff.
- 2. Publish into the OuterSpatial Mobile App**
Next, we will publish Monroe County into the OuterSpatial Mobile app (iOS and Android) under the Indiana Community.
- 3. Content Creation/Publishing**
Monroe County staff immediately will be able to start publishing content to the mobile app. Initially, staff should focus on adding basic information about the organization, but then can quickly start to create Events, Outings, Featured Content, Documents, Paper Maps, and much more.
- 4. Data Aggregation/Review**
Using the OuterSpatial Data Guidebook, OuterSpatial will support Monroe County staff

Please do not share this proposal outside the Monroe County Parks and Recreation District staff.



as they work to align their GIS data to the OuterSpatial data format. This will include all available park boundaries (Areas), trails, and POIs (points of interest).

5. Data Integration

Once the geospatial data is complete and accurate, Monroe County will submit the data to OuterSpatial and we will load up all of the data into Manager. OuterSpatial offers the ability to integrate data via a number of sources and formats, including a feature service.

6. Ongoing Content Management

Monroe County staff can focus on adding content to the geospatial data - photos, descriptions, tags, etc. Monroe County staff will have the ability to add information into the app whenever desired. OuterSpatial will provide support and will review content during this phase to ensure it will surface effectively in the app.

7. Marketing Support

Within Manager, Monroe County will have access to the OuterSpatial Promotion Package that provides some guidance to help Monroe County promote its new app to the community.

04. Timeline

The steps outlined in the 'Process' section will take 1-2 months. The timeline is dependent on the staff's capacity to add content into the Manager and the quality of provided GIS data, and overall availability and responsiveness.

05. Cost

OuterSpatial is a Software as a Service (SaaS) product that is offered to public agencies, land managers, and nonprofits to provide access to an easy-to-use online platform for managing and publishing their recreation content to mobile devices. OuterSpatial maintains the technology infrastructure and enhances the platform, which, over time, includes a growing number of features for getting organization content into the hands of visitors.

Set up

Manager onboarding, training, and publishing to the OuterSpatial app = \$5,000*

*Includes all steps outlined in the '03. Process' section. Assumes Monroe County has quality GIS data.

OuterSpatial License

- Mobile for publishing into Monroe County's OuterSpatial app (iOS and Android).
- Web for publishing into Monroe County's OuterSpatial website
- Manager for content management, hosting for any data or content that Monroe County is publishing to the OuterSpatial app. Includes up to 5 users in Manager.

Please do not share this proposal outside the Monroe County Parks and Recreation District staff.



- Continuous technology upgrades to all components of the platform.
- User account hosting and management
- User content hosting
- Customer and technical support

License/maintenance = \$5,000/year*

*Discounted rate if Monroe County signs up by October 31, 2021. Can add 10% discount if signing up for 3+ years.

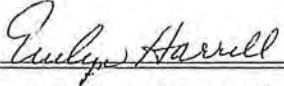

Time Period

November 1, 2021, and ending November 1, 2023. Renewable annually afterward.

Payment Terms

Year 1 = \$10,000 (includes the one time set up cost). To be paid within 4 months of the contract signing. Ok to pay in installments, some in 2021 and the remainder in 2022.

Year 2 = \$5,000. To be paid in November 2022

	10/20/2021
Monroe County Parks and Recreation - Sign and Print Name	Date
	10/20/2021
OuterSpatial - Sign and Print Name	Date

06. OuterSpatial Team

Company profile:

OuterSpatial is a team of innovators making an impact by building technology products and services to engage people with the outdoors. Our main product, OuterSpatial, is an outdoor technology platform designed specifically for park agencies and nonprofits to take advantage of the most innovative web and mobile technology.

Our primary mission is to support public agencies, nonprofits, and companies that are working to connect and engage people with more active and healthy lifestyles outdoors. Our company brings a depth of experience and commitment to the work we do for our clients that is unique in the web and mobile technology marketplace.

OuterSpatial is based in San Francisco, California but has staff in Oregon, Colorado, and Michigan.

Please do not share this proposal outside the Monroe County Parks and Recreation District staff.



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:



Monroe County Health Department

Monroe County, Indiana

Health Department

119 W. 7th Street
(812) 349-2543

Futures Family Planning Clinic

119 W. 7th Street
(812) 349-7343

Public Health Clinic

333 E. Miller Drive
(812) 353-3244

PUBLIC HEALTH REGULATION AND ORDER UPDATED OCTOBER 21, 2021 BY THE MONROE COUNTY BOARD OF HEALTH

EFFECTIVE UPON APPROVAL AND ADOPTION BY THE MONROE COUNTY BOARD OF COMMISSIONERS

Issued Pursuant to State and Local Authority including, but not limited to, Indiana Code § 16-20-1 et seq.

On October 21, 2021, the Monroe County Board of Health ("Board") met with Monroe County Health Officer, Dr. Thomas W. Sharp, and staff from the Monroe County Health Department ("Department") to discuss updating the Novel Coronavirus ("COVID-19") Regulation and Order previously issued by the Board and approved by the Monroe County Board of Commissioners.

Based, in large part, on metrics, data, and information provided to the Board by Penny Caudill, Administrator for the Department, the fact that Monroe County has not yet met its goal in decreasing the number of COVID-19 cases despite its mask mandate, and because, as of October 21, 2021, Monroe County was still in the State of Indiana's ("State" or "Indiana") advisory category of "yellow", per State statistics, the Board voted to approve this Public Health Regulation and Order ("Order").

Due to the above-mentioned factors and concern about how COVID-19 variants are affecting Indiana and Monroe County residents, Dr. Sharp and the Board recommend keeping in place a face covering requirement in Monroe County.

The Board took into consideration public comment and recommendations from members of the public in making its decision. The Board also heard from members of the Monroe County Board of Commissioners, who must approve this Order, and took their comments and recommendations into consideration.

No other regulations, other than a requirement to wear face coverings in indoor public places will be put in effect at this time. The Board will revisit its decisions at subsequent meetings and may choose to amend this Order.

Effective upon approval and adoption by the Monroe County Board of Commissioners, the following shall apply in Monroe County:

1. Face Covering Requirement: Unless an exception as stated in Paragraph 2, below, applies, any time Monroe County is in the State of Indiana's yellow, orange, or red advisory category, based on State of Indiana metrics, ALL individuals must wear a face shield, face covering, or mask (collectively referred to, hereinafter, as "face covering") over their nose

and mouth when in an indoor public place and shall, at all times, follow current CDC guidelines in every situation. *While a face shield is made of a harder, plastic-like material, an acceptable face covering or mask under this Order means a covering made of cloth, fabric, or other soft or permeable material that covers the nose and mouth and surrounding areas of the lower face.* Persons unable to pay for a face covering should contact the Monroe County Health Department, the Office of Emergency Management, or the Office of the Monroe County Commissioners and one will be supplied at no cost. **This face covering requirement generally applies in all situations below, unless specifically and explicitly exempted below.**

2. Exceptions: This requirement does not apply to the following exceptions, provided they are factually and legitimately applicable to an individual:
 - a. Children who are two (2) years of age or younger.
 - b. Individuals who are hearing or speaking impaired and for whom a face covering is an obstacle to communication.
 - c. Individuals who are unable to wear a face covering for a documented physical, medical, or health-related reason.
 - d. Individuals in a hospital, doctor's office, dentist's office, or other health care facility, in circumstances where wearing a face covering would be an impediment to receiving proper care, as designated by the healthcare provider.
 - e. Individuals who are alone in a room in a public building, such as an office, or in a work-space and physically distanced from all other co-workers, or are making a public presentation and are able to maintain a minimum of six (6)-feet distance away from all other persons. If a person making a public presentation may not physically distance, they must wear a face covering.
 - f. Individuals for whom wearing a face covering would present a risk to their safety while at work, as determined by local, state, or federal workplace safety regulations.
 - g. Individuals who are incarcerated.
 - h. Individuals who are engaged in a form of indoor exercise that is incompatible with wearing a face covering, including swimming.
 - i. Individuals who are seated at a restaurant, bar, or other establishment that serves food and/or drink and who are actively eating and drinking. However, individuals entering and exiting restaurants or bars, or congregating in waiting areas or common areas of restaurants or bars (including bathrooms), must wear face coverings.
 - j. Bona fide emergency situations in which a person lacks the time or the means to put on a face covering before entering an indoor public space.
3. Enforcement and Signage: All businesses and public accommodations which are open to the public must ensure that all customers and/or visitors are complying with the face covering requirements of Paragraph 1 above. Clear signage indicating that this Order is in effect shall be placed by businesses and public accommodations at all their private and public entrances, so that vendors, staff, and members of the public are all made aware of this Order. Businesses and public accommodations shall contact the Department if they are unaware of signage requirements, have specific questions, or are not able to secure proper signage on their own. Businesses or public accommodations, which fail to enforce compliance with face covering requirements in Paragraph 1 or any part of this Order, are subject to enforcement action, *up to and including closure*.

4. Recommended precautions: When individuals must interact with one another outside their own home, including at work, and at essential and non-essential businesses, they should observe the following precautions:
 - a. Maintain a distance of at least 6 feet from other individuals who are not part of their own household;
 - b. Wash their hands with soap and water for at least 20 seconds as frequently as possible, or use hand sanitizer with at least 60% alcohol when soap and water are not available;
 - c. Cover all coughs and sneezes with a tissue that can then be disposed;
 - d. Disinfect frequently used surfaces;
 - e. Avoid sharing food, drinks, and utensils;
 - f. Refrain from sharing office supplies and equipment (such as pens, staplers, and computer keyboards);
 - g. Frequently clean communal office equipment (such as printers and copiers);
 - h. Increase ventilation of indoor spaces, by opening windows or adjusting air conditioning, as much as possible;
 - i. Hold all necessary meetings by telephone or videoconference whenever possible; and
 - j. Refrain from shaking hands or engaging in other physical contact with the hands or face of another person.
5. Schools: For academic and extra-curricular activities, all K-12 schools including all private and/or public schools, in Monroe County shall follow the guidelines of the Centers for Disease Control (CDC), Indiana Department of Education (IDOE), and the Indiana Department of Health (IDOH). **If the CDC recommends wearing face coverings, schools SHALL require students to wear face coverings during school, unless an exception listed in Paragraph 2 applies.** Monroe County schools consult with the Monroe County Health Department regarding CDC guidance and best practices based on current, local conditions. Schools may adopt rules or regulations consistent with these requirements, but may not be less stringent. Nothing in this paragraph is intended to or does alter or modify any state or federal law requirements imposed upon or authority provided to schools.
6. Compliance: Violations of this Regulation are subject to penalties as provided by the Monroe County Code, including but not limited to Chapters 305 and 115, and may be enforced by any local or state law enforcement agency or any agent authorized by the Monroe County Board of Health, Health Department, or Monroe County Board of Commissioners. Nothing in this Regulation gives individual residents the authority to intimidate or harass individuals who do not voluntarily comply or who are found out of compliance with this Regulation.
7. Expiration: The Indiana Department of Health (“IDOH”) officially posts metrics on each county in Indiana each Wednesday, on or around 5:00 p.m. This Order shall automatically expire at 11:59 p.m. on the Wednesday that Monroe County reaches fewer than 50 cases per 100,000 residents and is in the State of Indiana’s “blue” category, per the IDOH posting.

This expiration shall occur, unless rescinded earlier by the Board or unless renewed and extended by the Board and approved by the Commissioners prior to that date and time.

- Severability: It is the intent that this Order comply with all provisions of Indiana law. In the event that a court of competent jurisdiction finds that any term or clause in this Order is invalid, unenforceable, or illegal, the same will not have any impact on the other terms or clauses in this Order and shall not affect the valid provisions of this Order. Such term or clause may be revised to the extent required to render the Order enforceable and valid, according to the opinion of the Court.

Dr. Thomas W. Sharp
Monroe County Health Officer

Celinda K. Leach
President, Monroe County Board of Health

Pursuant to Indiana Code 16-20-1-21.5, this Health Regulation and Order is, hereby, approved by the Monroe County Board of Commissioners, who serve as the legislative body for Monroe County.

“YEAS”

“NAYS”

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens, Commissioner

Penny Githens, Commissioner

ATTEST:

Catherine Smith, Monroe County Auditor

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: _____

Item for Formal Meeting?

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion

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

Title of item to appear on the agenda:

Include VENDOR's Name in title if appropriate

All Grants must complete the following

Is this a grant request? Yes

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown

Up Front Payment

County IS Pass Through

Federal Agency: _____

Federal Program: _____

CFDA # _____

Federal Award Number and Year: _____

Or other identifying number

Pass Through Entity _____

Amount Received

Federal: _____

State: _____

Local Match: _____

Total Received: _____

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

Fund Name: _____

Fund Number _____

Amount: _____

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

Executive Summary:

Person Presenting: _____

Department: _____

Attorney who reviewed: _____

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

Your summary of benefits



Anthem® Blue Cross and Blue Shield

Effective: 1/01/2022

Your Plan: Anthem Blue Access PPO (Plan 1)

Monroe County Government

Your Network: Blue Access

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible	\$750 Person / \$1,500 Family	
Out-of-Pocket Limit	\$4,000 person / \$8,000 family	\$6,000 person / \$12,000 family
<p>The family deductible and out-of-pocket maximum are embedded, meaning the cost shares of one family member will be applied to both per person deductible and per person out-of-pocket maximum; in addition, amounts for all covered family members apply to both the family deductible and family out-of-pocket maximum. No one member will pay more than the per person deductible or per person out-of-pocket maximum.</p> <p>Your copays, coinsurance and deductible count toward your out of pocket amount(s).</p> <p>In-network and out-of-network deductibles and out-of-pocket maximum amounts are separate and do not accumulate toward each other.</p>		
Preventive Care / Screening / Immunization	No charge	40% coinsurance after medical deductible is met
Preventive Care for Chronic Conditions <i>per IRS guidelines</i>	No charge	40% coinsurance after medical deductible is met
<u>Virtual Care (Telemedicine / Telehealth Visits)</u>		
Virtual Visits - Online visits with Doctors who also provide services in person		
Primary Care (PCP)	\$30 copay per visit medical deductible does not apply	40% coinsurance after medical deductible is met
Mental Health and Substance Abuse care	\$30 copay per visit medical deductible does not apply	40% coinsurance after medical deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Specialist	\$75 copay per visit medical deductible does not apply	40% coinsurance after medical deductible is met
Medical Chats and Virtual Visits for Primary Care <i>from our Online Provider K Health, its affiliated Provider groups, via our mobile app, website or Anthem-enabled device</i>	No charge	
Virtual Visits from Online Provider LiveHealth Online <i>via www.livehealthonline.com; our mobile app, website or Anthem-enabled device</i>		
Primary Care (PCP) and Mental Health and Substance Abuse	\$10 copay per visit medical deductible does not apply	
Specialist Care	\$75 copay per visit medical deductible does not apply	
<u>Visits in an Office</u>		
Primary Care (PCP)	\$30 copay per visit medical deductible does not apply	40% coinsurance after medical deductible is met
Specialist Care	\$75 copay per visit medical deductible does not apply	40% coinsurance after medical deductible is met
<u>Other Practitioner Visits</u>		
Routine Maternity Care (Prenatal and Postnatal)	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met
Retail Health Clinic	\$30 copay per visit medical deductible does not apply	40% coinsurance after medical deductible is met
Manipulation Therapy <i>Coverage is limited to 12 visits per benefit period.</i>	\$75 copay per visit medical deductible does not apply	40% coinsurance after medical deductible is met
<u>Other Services in an Office</u>		
Allergy Testing <i>When Allergy injections are billed separately by network providers, the member is responsible for a \$0 copay. When billed as part of an office visit, there is no additional cost to the member for the injection.</i>	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Chemo/Radiation Therapy	\$75 copay per visit medical deductible does not apply [†]	40% coinsurance after medical deductible is met
Dialysis/Hemodialysis	No charge	40% coinsurance after medical deductible is met
Prescription Drugs <i>Dispensed in the office</i>	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met
Surgery	\$75 copay per visit medical deductible does not apply [†]	40% coinsurance after medical deductible is met
<u>Diagnostic Services</u>		
Lab		
Office	No charge	40% coinsurance after medical deductible is met
Freestanding Lab/Reference Lab	No charge	40% coinsurance after medical deductible is met
Outpatient Hospital	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met
X-Ray		
Office	No charge	40% coinsurance after medical deductible is met
Outpatient Hospital	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met
Advanced Diagnostic Imaging <i>for example: MRI, PET and CAT scans</i>		
Office	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Freestanding Radiology Center	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met
Outpatient Hospital	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met
<u>Emergency and Urgent Care</u>		
Urgent Care	\$50 copay per visit medical deductible does not apply	40% coinsurance after medical deductible is met
Emergency Room Facility Services <i>Copay waived if admitted.</i>	\$100 copay per visit medical deductible does not apply	Covered as In-Network
Emergency Room Doctor and Other Services	No Charge	Covered as In-Network
Ambulance	No Charge	Covered as In-Network
<u>Outpatient Mental Health and Substance Abuse</u>		
Doctor Office Visit	\$30 copay per visit medical deductible does not apply	40% coinsurance after medical deductible is met
Facility Visit		
Facility Fees	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met
Doctor Services	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met
<u>Outpatient Surgery</u>		
Facility Fees		
Hospital	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met
Freestanding Surgical Center	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Doctor and Other Services Hospital Freestanding Surgical Center	20% coinsurance after medical deductible is met 20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met 40% coinsurance after medical deductible is met
<u>Hospital (Including Maternity, Mental Health and Substance Abuse)</u> Facility Fees Human Organ and Tissue Transplants <i>Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.</i> Doctor and other services	20% coinsurance after medical deductible is met No charge 20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met 50% coinsurance after medical deductible is met 40% coinsurance after medical deductible is met
<u>Recovery & Rehabilitation</u> Home Health Care <i>Coverage is limited to 30 visits per benefit period.</i>	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met
Rehabilitation services <i>Coverage for rehabilitative and habilitative physical therapy is limited to 60 visits per benefit period. Occupational therapy is limited to 60 visits per benefit period. Coverage for rehabilitative and habilitative speech therapy is limited to 20 visits per benefit period.</i> Office Outpatient Hospital	\$75 copay per visit medical deductible does not apply 20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met 40% coinsurance after medical deductible is met
Cardiac rehabilitation <i>Coverage is unlimited visits per benefit period.</i> Office	\$75 copay per visit medical deductible does not apply	40% coinsurance after medical deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Outpatient Hospital	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met
Pulmonary rehabilitation <i>Coverage is limited to 20 visits per benefit period.</i>		
Office	\$75 copay per visit medical deductible does not apply	40% coinsurance after medical deductible is met
Outpatient Hospital	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met
Skilled Nursing Care (facility) <i>Coverage for Skilled Nursing, Outpatient Rehabilitation and Inpatient Rehabilitation facility settings is limited to 150 days combined per benefit period.</i>	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met
Inpatient Hospice	No charge	No charge
Durable Medical Equipment	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met
Prosthetic Devices <i>Coverage for wigs is limited to 1 item after cancer treatment per benefit period.</i>	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met

Covered Prescription Drug Benefits	Cost if you use a Preferred Network Pharmacy	Cost if you use a Non-Network Pharmacy
Pharmacy Deductible	Not applicable	Not applicable
Pharmacy Out-of-Pocket Limit	Combined with In-Network medical out-of-pocket limit	Combined with Non-Network medical out-of-pocket limit
Prescription Drug Coverage <i>Cost shares for drugs included on the National drug list appear below. Your plan uses the Base Network. You may receive up to a 90 day supply of medication at Retail 90 pharmacies.</i>		
Home Delivery Pharmacy <i>Maintenance medication are available through IngenioRx Home Delivery Pharmacy. You will need to call us on the number on your ID card to sign up when you first use the service.</i>		

Covered Prescription Drug Benefits	Cost if you use a Preferred Network Pharmacy	Cost if you use a Non-Network Pharmacy
Tier 1 - Typically Generic <i>Per 30 day supply (retail pharmacy and Retail 90 pharmacy). Per 90 day supply (home delivery).</i>	\$12.50 copay per prescription, deductible does not apply (retail) and \$20 copay per prescription, deductible does not apply (home delivery)	Greater of \$60 or 50% coinsurance (retail) and Not covered (home delivery)
Tier 2 – Typically Preferred Brand <i>Per 30 day supply (retail pharmacy and Retail 90 pharmacy). Per 90 day supply (home delivery).</i>	\$30 copay per prescription, deductible does not apply (retail) and \$75 copay per prescription, deductible does not apply (home delivery)	Greater of \$60 or 50% coinsurance (retail) and Not covered (home delivery)
Tier 3 - Typically Non-Preferred Brand <i>Per 30 day supply (retail pharmacy and Retail 90 pharmacy). Per 90 day supply (home delivery).</i>	\$60 copay per prescription, deductible does not apply (retail) and \$150 copay per prescription, deductible does not apply (home delivery)	Greater of \$60 or 50% coinsurance (retail) and Not covered (home delivery)
Tier 4 - Typically Specialty (brand and generic) <i>Per 30 day supply (specialty pharmacy).</i>	25% coinsurance up to \$150 per prescription, deductible does not apply (retail and home delivery)	Greater of \$60 or 50% coinsurance (retail) and Not covered (home delivery)

Covered Vision Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<i>This is a brief outline of your vision coverage. Only children's vision services count towards your out of pocket limit.</i>		
<u>Children's Vision (up to age 19)</u>		
Child Vision Deductible	\$0 person	\$0 person
Vision exam <i>Limited to 1 exam per benefit period.</i>	No charge	\$0 copayment up to plan's Maximum Allowed Amount
<u>Adult Vision (age 19 and older)</u>		
Adult Vision Deductible	\$0 person	\$0 person
Vision exam <i>Limited to 1 exam per benefit period.</i>	No charge	Reimbursed Up to \$42

Notes:

- Dependent age: to end of the month in which the child attains age 26.

- Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.
- No charge means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- If you have an office visit with your Primary Care Physician or Specialist at an Outpatient Facility (e.g., Hospital or Ambulatory Surgical Facility), benefits for Covered Services will be paid under "Outpatient Facility Services".
- Costs may vary by the site of service. Other cost shares may apply depending on services provided. Check your Certificate of Coverage for details.
- * Your cost share will be reduced when services are provided in a PCP's office.

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Evidence of Coverage (EOC), the Evidence of Coverage (EOC), will prevail.

Your Plan: Anthem Blue Access PPO Option 5 with Rx Option T1

Your Network: Blue Access

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date

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Your summary of benefits



Anthem® Blue Cross and Blue Shield

Effective: 1/01/2022

Your Plan: Anthem Blue Access PPO - Plan 2

Monroe County Government

Your Network: Blue Access

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible	\$2,000 Person / \$4,000 Family	
Out-of-Pocket Limit	\$5,000 person / \$10,000 family	\$7,000 person / \$14,000 family
<p>The family deductible and out-of-pocket maximum are embedded, meaning the cost shares of one family member will be applied to both per person deductible and per person out-of-pocket maximum; in addition, amounts for all covered family members apply to both the family deductible and family out-of-pocket maximum. No one member will pay more than the per person deductible or per person out-of-pocket maximum.</p> <p>Your copays, coinsurance and deductible count toward your out of pocket amount(s).</p> <p>In-network and out-of-network deductibles and out-of-pocket maximum amounts are separate and do not accumulate toward each other.</p>		
Preventive Care / Screening / Immunization	No charge	40% coinsurance after medical deductible is met
Preventive Care for Chronic Conditions <i>per IRS guidelines</i>	No charge	40% coinsurance after medical deductible is met
<u>Virtual Care (Telemedicine / Telehealth Visits)</u>		
Virtual Visits - Online visits with Doctors who also provide services in person		
Primary Care (PCP)	\$40 copay per visit medical deductible does not apply	40% coinsurance after medical deductible is met
Mental Health and Substance Abuse care	\$40 copay per visit medical deductible does not apply	40% coinsurance after medical deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Specialist	\$75 copay per visit medical deductible does not apply	40% coinsurance after medical deductible is met
Medical Chats and Virtual Visits for Primary Care <i>from our Online Provider K Health, its affiliated Provider groups, via our mobile app, website or Anthem-enabled device</i>	No charge	
Virtual Visits from Online Provider LiveHealth Online <i>via www.livehealthonline.com; our mobile app, website or Anthem-enabled device</i>		
Primary Care (PCP) and Mental Health and Substance Abuse	\$10 copay per visit medical deductible does not apply	
Specialist Care	\$75 copay per visit medical deductible does not apply	
<u>Visits in an Office</u>		
Primary Care (PCP)	\$40 copay per visit medical deductible does not apply	40% coinsurance after medical deductible is met
Specialist Care	\$75 copay per visit medical deductible does not apply	40% coinsurance after medical deductible is met
<u>Other Practitioner Visits</u>		
Routine Maternity Care (Prenatal and Postnatal)	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met
Retail Health Clinic	\$40 copay per visit medical deductible does not apply	40% coinsurance after medical deductible is met
Manipulation Therapy <i>Coverage is limited to 12 visits per benefit period.</i>	\$75 copay per visit medical deductible does not apply	40% coinsurance after medical deductible is met
<u>Other Services in an Office</u>		
Allergy Testing <i>When Allergy injections are billed separately by network providers, the member is responsible for a \$0 copay. When billed as part of an office visit, there is no additional cost to the member for the injection.</i>	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Chemo/Radiation Therapy	\$75 copay per visit medical deductible does not apply [†]	40% coinsurance after medical deductible is met
Dialysis/Hemodialysis	No charge	40% coinsurance after medical deductible is met
Prescription Drugs <i>Dispensed in the office</i>	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met
Surgery	\$75 copay per visit medical deductible does not apply [†]	40% coinsurance after medical deductible is met
<u>Diagnostic Services</u>		
Lab		
Office	No charge	40% coinsurance after medical deductible is met
Freestanding Lab/Reference Lab	No charge	40% coinsurance after medical deductible is met
Outpatient Hospital	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met
X-Ray		
Office	No charge	40% coinsurance after medical deductible is met
Outpatient Hospital	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met
Advanced Diagnostic Imaging <i>for example: MRI, PET and CAT scans</i>		
Office	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Freestanding Radiology Center	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met
Outpatient Hospital	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met
<u>Emergency and Urgent Care</u>		
Urgent Care	\$50 copay per visit medical deductible does not apply	40% coinsurance after medical deductible is met
Emergency Room Facility Services <i>Copay waived if admitted.</i>	\$150 copay per visit medical deductible does not apply	Covered as In-Network
Emergency Room Doctor and Other Services	No Charge	Covered as In-Network
Ambulance	NCS	NCS
<u>Outpatient Mental Health and Substance Abuse</u>		
Doctor Office Visit	\$40 copay per visit medical deductible does not apply	40% coinsurance after medical deductible is met
Facility Visit		
Facility Fees	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met
Doctor Services	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met
<u>Outpatient Surgery</u>		
Facility Fees		
Hospital	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met
Freestanding Surgical Center	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Doctor and Other Services Hospital Freestanding Surgical Center	20% coinsurance after medical deductible is met 20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met 40% coinsurance after medical deductible is met
<u>Hospital (Including Maternity, Mental Health and Substance Abuse)</u> Facility Fees Human Organ and Tissue Transplants <i>Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.</i> Doctor and other services	20% coinsurance after medical deductible is met No charge 20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met 50% coinsurance after medical deductible is met 40% coinsurance after medical deductible is met
<u>Recovery & Rehabilitation</u> Home Health Care <i>Coverage is limited to 30 visits per benefit period.</i>	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met
Rehabilitation services <i>Coverage for rehabilitative and habilitative physical therapy is limited to 60 visits per benefit period. Occupational therapy is limited to 60 visits per benefit period. Coverage for rehabilitative and habilitative speech therapy is limited to 20 visits per benefit period.</i> Office Outpatient Hospital	\$75 copay per visit medical deductible does not apply 20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met 40% coinsurance after medical deductible is met
Cardiac rehabilitation <i>Coverage is unlimited visits per benefit period.</i> Office	\$75 copay per visit medical deductible does not apply	40% coinsurance after medical deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Outpatient Hospital	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met
Pulmonary rehabilitation <i>Coverage is unlimited visits per benefit period.</i>		
Office	\$75 copay per visit medical deductible does not apply	40% coinsurance after medical deductible is met
Outpatient Hospital	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met
Skilled Nursing Care (facility) <i>Coverage for Skilled Nursing, Outpatient Rehabilitation and Inpatient Rehabilitation facility settings is limited to 150 days combined per benefit period.</i>	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met
Inpatient Hospice	No charge	No charge
Durable Medical Equipment	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met
Prosthetic Devices <i>Coverage for wigs is limited to 1 item after cancer treatment per benefit period.</i>	20% coinsurance after medical deductible is met	40% coinsurance after medical deductible is met
Covered Prescription Drug Benefits	Cost if you use a Preferred Network Pharmacy	Cost if you use a Non-Network Pharmacy
Pharmacy Deductible	Not applicable	Not applicable
Pharmacy Out-of-Pocket Limit	Combined with In-Network medical out-of-pocket limit	Combined with Non-Network medical out-of-pocket limit
Prescription Drug Coverage <i>Cost shares for drugs included on the National drug list appear below. Your plan uses the Base Network. You may receive up to a 90 day supply of medication at Retail 90 pharmacies.</i>		

Covered Prescription Drug Benefits	Cost if you use a Preferred Network Pharmacy	Cost if you use a Non-Network Pharmacy
Home Delivery Pharmacy <i>Maintenance medication are available through IngenioRx Home Delivery Pharmacy. You will need to call us on the number on your ID card to sign up when you first use the service.</i>		
Tier 1 - Typically Generic <i>Per 30 day supply (retail pharmacy and Retail 90 pharmacy). Per 90 day supply (home delivery).</i>	\$12.50 copay per prescription, deductible does not apply (retail) and \$20 copay per prescription, deductible does not apply (home delivery)	50% coinsurance min \$60 (retail) and Not covered (home delivery)
Tier 2 – Typically Preferred Brand <i>Per 30 day supply (retail pharmacy and Retail 90 pharmacy). Per 90 day supply (home delivery).</i>	\$30 copay per prescription, deductible does not apply (retail) and \$75 copay per prescription, deductible does not apply (home delivery)	50% coinsurance min \$60 (retail) and Not covered (home delivery)
Tier 3 - Typically Non-Preferred Brand <i>Per 30 day supply (retail pharmacy and Retail 90 pharmacy). Per 90 day supply (home delivery).</i>	\$60 copay per prescription, deductible does not apply (retail) and \$150 copay per prescription, deductible does not apply (home delivery)	50% coinsurance min \$60 (retail) and Not covered (home delivery)
Tier 4 - Typically Specialty (brand and generic) <i>Per 30 day supply (specialty pharmacy).</i>	25% coinsurance up to \$150 per prescription, deductible does not apply (retail and home delivery)	50% coinsurance min \$60 (retail) and Not covered (home delivery)
Covered Vision Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<i>This is a brief outline of your vision coverage. Only children's vision services count towards your out of pocket limit.</i>		
<u>Children's Vision (up to age 19)</u>		
Child Vision Deductible	\$0 person	\$0 person
Vision exam <i>Limited to 1 exam per benefit period.</i>	No charge	\$0 copayment up to plan's Maximum Allowed Amount

Covered Vision Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<u>Adult Vision (age 19 and older)</u>		
Adult Vision Deductible	\$0 person	\$0 person
Vision exam <i>Limited to 1 exam per benefit period.</i>	No charge	Reimbursed Up to \$42

Notes:

- Dependent age: to end of the month in which the child attains age 26.
- Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.
- No charge means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- If you have an office visit with your Primary Care Physician or Specialist at an Outpatient Facility (e.g., Hospital or Ambulatory Surgical Facility), benefits for Covered Services will be paid under "Outpatient Facility Services".
- Costs may vary by the site of service. Other cost shares may apply depending on services provided. Check your Certificate of Coverage for details.
- * Your cost share will be reduced when services are provided in a PCP's office.

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Evidence of Coverage (EOC), the Evidence of Coverage (EOC), will prevail.

Your Plan: Anthem Blue Access PPO Option 16 with Rx Option T1

Your Network: Blue Access

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date

Your summary of benefits



Anthem® Blue Cross and Blue Shield

Effective: 1/01/2022

Your Plan: Anthem Blue Access PPO HSA

Monroe County Government

Your Network: Blue Access

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible	\$3,000 Person / \$6,000 Family	
Out-of-Pocket Limit	\$5,000 person / \$10,000 family	\$12,700 person / \$25,400 family
<p>The family deductible and out-of-pocket maximum are embedded, meaning the cost shares of one family member will be applied to both per person deductible and per person out-of-pocket maximum; in addition, amounts for all covered family members apply to both the family deductible and family out-of-pocket maximum. No one member will pay more than the per person deductible or per person out-of-pocket maximum.</p> <p>Your copays, coinsurance and deductible count toward your out of pocket amount(s).</p> <p>In-network and out-of-network deductibles and out-of-pocket maximum amounts are separate and do not accumulate toward each other.</p>		
Preventive Care / Screening / Immunization	No charge	50% coinsurance after deductible is met
Preventive Care for Chronic Conditions <i>per IRS guidelines</i>	No charge	50% coinsurance after deductible is met
<u>Virtual Care (Telemedicine / Telehealth Visits)</u> Virtual Visits - Online visits with Doctors who also provide services in person Primary Care (PCP) Mental Health and Substance Abuse care Specialist	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met	50% coinsurance after deductible is met 50% coinsurance after deductible is met 50% coinsurance after deductible is met
Medical Chats and Virtual Visits for Primary Care <i>from our Online Provider K Health, its affiliated Provider groups, via our mobile app, website or Anthem-enabled device</i>	0% coinsurance after deductible is met	

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Virtual Visits from Online Provider LiveHealth Online <i>via www.livehealthonline.com; our mobile app, website or Anthem-enabled device</i> Primary Care (PCP) and Mental Health and Substance Abuse Specialist Care	20% coinsurance after deductible is met 20% coinsurance after deductible is met	
<u>Visits in an Office</u> Primary Care (PCP) Specialist Care	20% coinsurance after deductible is met 20% coinsurance after deductible is met	50% coinsurance after deductible is met 50% coinsurance after deductible is met
<u>Other Practitioner Visits</u> Routine Maternity Care (Prenatal and Postnatal) Retail Health Clinic Manipulation Therapy <i>Coverage is limited to 12 visits per benefit period.</i>	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met	50% coinsurance after deductible is met 50% coinsurance after deductible is met 50% coinsurance after deductible is met
<u>Other Services in an Office</u> Allergy Testing Chemo/Radiation Therapy Dialysis/Hemodialysis Prescription Drugs <i>Dispensed in the office</i> Surgery	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met	50% coinsurance after deductible is met 50% coinsurance after deductible is met 50% coinsurance after deductible is met 50% coinsurance after deductible is met 50% coinsurance after deductible is met
<u>Diagnostic Services</u> Lab Office	20% coinsurance after deductible is met	50% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Freestanding Lab/Reference Lab	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Outpatient Hospital	20% coinsurance after deductible is met	50% coinsurance after deductible is met
X-Ray		
Office	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Outpatient Hospital	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Advanced Diagnostic Imaging <i>for example: MRI, PET and CAT scans</i>		
Office	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Freestanding Radiology Center	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Outpatient Hospital	20% coinsurance after deductible is met	50% coinsurance after deductible is met
<u>Emergency and Urgent Care</u>		
Urgent Care	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Emergency Room Facility Services <i>Copay waived if admitted.</i>	20% coinsurance after deductible is met	Covered as In-Network
Emergency Room Doctor and Other Services	20% coinsurance after deductible is met	Covered as In-Network
Ambulance	20% coinsurance after deductible is met	Covered as In-Network
<u>Outpatient Mental Health and Substance Abuse</u>		
Doctor Office Visit	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Facility Visit		
Facility Fees	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Doctor Services	20% coinsurance after deductible is met	50% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<u>Outpatient Surgery</u> Facility Fees Hospital Freestanding Surgical Center Doctor and Other Services Hospital Freestanding Surgical Center	 20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met	 50% coinsurance after deductible is met 50% coinsurance after deductible is met 50% coinsurance after deductible is met 50% coinsurance after deductible is met
<u>Hospital (Including Maternity, Mental Health and Substance Abuse)</u> Facility Fees Human Organ and Tissue Transplants <i>Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.</i> Doctor and other services	 20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met	 50% coinsurance after deductible is met 50% coinsurance after deductible is met 50% coinsurance after deductible is met
<u>Recovery & Rehabilitation</u> Home Health Care <i>Coverage is limited to 120 visits per benefit period. Limits are combined for all home health services.</i>	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Rehabilitation services <i>Coverage for rehabilitative and habilitative physical therapy is limited to 60 visits per benefit period. Occupational therapy is limited to 60 visits per benefit period. Coverage for rehabilitative and habilitative speech therapy is limited to 20 visits per benefit period.</i> Office Outpatient Hospital	 20% coinsurance after deductible is met 20% coinsurance after deductible is met	 50% coinsurance after deductible is met 50% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Cardiac rehabilitation <i>Coverage is unlimited visits per benefit period.</i> Office Outpatient Hospital	20% coinsurance after deductible is met 20% coinsurance after deductible is met	50% coinsurance after deductible is met 50% coinsurance after deductible is met
Pulmonary rehabilitation <i>Coverage is limited to 20 visits per benefit period.</i> Office Outpatient Hospital	20% coinsurance after deductible is met 20% coinsurance after deductible is met	50% coinsurance after deductible is met 50% coinsurance after deductible is met
Skilled Nursing Care (facility) <i>Coverage for Skilled Nursing, Outpatient Rehabilitation and Inpatient Rehabilitation facility settings is limited to 150 days combined per benefit period.</i>	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Inpatient Hospice	20% coinsurance after deductible is met	Covered as In-Network
Durable Medical Equipment	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Prosthetic Devices <i>Coverage for wigs is limited to 1 item after cancer treatment per benefit period.</i>	20% coinsurance after deductible is met	50% coinsurance after deductible is met

Covered Prescription Drug Benefits	Cost if you use a Preferred Network Pharmacy	Cost if you use a Non-Network Pharmacy
Pharmacy Deductible	Combined with In-Network medical deductible	Combined with Non-Network medical deductible
Pharmacy Out-of-Pocket Limit	Combined with In-Network medical out-of-pocket limit	Combined with Non-Network medical out-of-pocket limit
Prescription Drug Coverage <i>Cost shares for drugs included on the National drug list appear below. Your plan uses the Base Network. You may receive up to a 90 day supply of medication at Retail 90 pharmacies.</i>		

Covered Prescription Drug Benefits	Cost if you use a Preferred Network Pharmacy	Cost if you use a Non-Network Pharmacy
Home Delivery Pharmacy <i>Maintenance medication are available through IngenioRx Home Delivery Pharmacy. You will need to call us on the number on your ID card to sign up when you first use the service.</i>		
Tier 1 - Typically Generic <i>Per 30 day supply (retail pharmacy and Retail 90 pharmacy). Per 90 day supply (home delivery).</i>	20% coinsurance after deductible is met (retail and home delivery)	50% coinsurance after deductible is met (retail) and Not covered (home delivery)
Tier 2 – Typically Preferred Brand <i>Per 30 day supply (retail pharmacy and Retail 90 pharmacy). Per 90 day supply (home delivery).</i>	20% coinsurance after deductible is met (retail and home delivery)	50% coinsurance after deductible is met (retail) and Not covered (home delivery)
Tier 3 - Typically Non-Preferred Brand <i>Per 30 day supply (retail pharmacy and Retail 90 pharmacy). Per 90 day supply (home delivery).</i>	20% coinsurance after deductible is met (retail and home delivery)	50% coinsurance after deductible is met (retail) and Not covered (home delivery)
Tier 4 - Typically Specialty (brand and generic) <i>Per 30 day supply (specialty pharmacy).</i>	20% coinsurance after deductible is met (retail and home delivery)	50% coinsurance after deductible is met (retail) and Not covered (home delivery)
Covered Vision Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<i>This is a brief outline of your vision coverage. Only children's vision services count towards your out of pocket limit.</i>		
<u>Children's Vision (up to age 19)</u>		
Child Vision Deductible	\$0 person	\$0 person
Vision exam <i>Limited to 1 exam per benefit period.</i>	No charge	\$0 copayment up to plan's Maximum Allowed Amount
<u>Adult Vision (age 19 and older)</u>		
Adult Vision Deductible	\$0 person	\$0 person
Vision exam <i>Limited to 1 exam per benefit period.</i>	No charge	Reimbursed Up to \$42

Notes:

- Dependent age: to end of the month in which the child attains age 26.

- Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.
- No charge means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- If you have an office visit with your Primary Care Physician or Specialist at an Outpatient Facility (e.g., Hospital or Ambulatory Surgical Facility), benefits for Covered Services will be paid under "Outpatient Facility Services".
- Costs may vary by the site of service. Other cost shares may apply depending on services provided. Check your Certificate of Coverage for details.

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Evidence of Coverage (EOC), the Evidence of Coverage (EOC), will prevail.

Your Plan: Anthem Blue Access PPO HSA Option E7

Your Network: Blue Access

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date

Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. Independent licensee of the Blue Cross and Blue Shield Association. ® ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

Stop Loss Options

MONROE COUNTY GOVERNMENT

Group Number(s): W12670 W12670

Effective January 1, 2022 through December 31, 2022

Option 1 - \$125,000 Specific Stop Loss with 125% Aggregate Stop Loss

Specific Stop Loss limit:	\$125,000
Specific Stop Loss contract basis:	Paid in 12
Lines of coverage Included:	Med And Rx
Specific Stop Loss Maximum:	Unlimited
Specific Stop Loss accumulation:	Per Member
Commissions:	15.00%

Aggregate Stop Loss percentage reimbursable:	125%
Aggregate Stop Loss contract basis:	Paid in 12
Lines of coverage Included:	Med And Rx
Aggregate Stop Loss Maximum:	Unlimited
Commissions:	15.00%
Payment Limit:	Annual
Minimum Aggregate Stop Loss limit:	\$7,070,400
Estimated Policy Period Claims Maximum:	\$7,070,400

Specific Stop Loss Premiums		Composite PCPM						Annualized Total
		491						
Total		Current	\$195.00					\$1,148,940
Rate Change		Renewal	\$204.75					\$1,206,387
								5.00%

Aggregate Stop Loss Premiums		Composite PCPM						Annualized Total
		491						
Total		Current	\$5.00					\$29,460
Rate Change		Renewal	\$5.00					\$29,460
								0.00%

Admin Annualized Total	\$320,819
------------------------	-----------

Fixed Costs Annualized Total	\$1,556,666
------------------------------	-------------

Monthly Aggregate Factors		Composite PCPM						Annualized Total
		491						
Total		Current	\$1,200.00					\$7,070,400
Rate Change		Renewal	\$1,200.00					\$7,070,400
								0.0%

Stop Loss Options
MONROE COUNTY GOVERNMENT
Group Number(s): W12670 W12670
Effective January 1, 2022 through December 31, 2022

Option 1 - \$125,000 Specific Stop Loss with 125% Aggregate Stop Loss

Estimated Expected Claims		Composite PCPM						Annualized Total
Total		491						
	Current	\$960.00						\$5,656,320
	Renewal	\$960.00						\$5,656,320
Rate Change								0.0%
Fixed Costs and Expected Claims Annualized Total								\$7,212,986

Authorized Signature: _____
Title: _____
Date: _____

Pharmacy Pricing

MONROE COUNTY GOVERNMENT

Effective: 01/01/2022 - 12/31/2024
Total subscribers: 491



Retail Pricing Guarantees

RETAIL NETWORK OPTION (select one)

- ☐ Rx Choice Tiered Network
☒ Base Network

Brands 1-83 days' supply / Generics all days' supply

Brand Discount % off AWP
Brand Dispensing Fee per Rx
Generic Discount % off AWP
Generic Dispensing Fee per Rx

Rx Choice Tiered Retail Pharmacy Network
Broad retail network that includes pharmacies across Tiers 1 and 2. Tier 1 rates below, Tier 2 rates = Base.

01/01/2022 -
12/31/2022

01/01/2023 -
12/31/2023

01/01/2024 -
12/31/2024

19.50%
\$0.70
83.80%
\$0.20

19.50%
\$0.70
83.95%
\$0.20

19.50%
\$0.70
84.10%
\$0.20

Base Retail Pharmacy Network
Broadest retail network.
ZipDrug services available for \$0.55 pmpm

01/01/2022 -
12/31/2022

01/01/2023 -
12/31/2023

01/01/2024 -
12/31/2024

18.50%
\$0.70
83.50%
\$0.20

18.50%
\$0.70
83.65%
\$0.20

18.50%
\$0.70
83.80%
\$0.20

Maintenance Pricing Guarantees

MAIL MAINTENANCE NETWORK OPTION:

- ☒ Optional Home Delivery
☐ Opt Out Home Delivery
☐ Mandatory Home Delivery

Brand Discount % off AWP
Generic Discount % off AWP

RETAIL MAINTENANCE NETWORK OPTION:

- ☒ Retail 90
☐ Rx Maintenance 90

Retail 90: Brand >= 84 days' supply / Generics all days' supply - Rates Shown Above

Brand Discount % off AWP
Brand Dispensing Fee per Rx
Generic Discount % off AWP
Generic Dispensing Fee per Rx

Optional Home Delivery

Standard mail order that allows members to receive a 90 day supply of maintenance medication through Anthem's Home Delivery Pharmacy.
(select with Retail Choice90)

01/01/2022 -
12/31/2022

01/01/2023 -
12/31/2023

01/01/2024 -
12/31/2024

26.50%
85.50%

26.50%
85.65%

26.50%
85.80%

Opt Out Home Delivery

Members may choose to fill maintenance medications at retail or through Anthem's Home Delivery Pharmacy.
(do not select with retail maintenance)

01/01/2022 -
12/31/2022

01/01/2023 -
12/31/2023

01/01/2024 -
12/31/2024

26.50%
85.50%

26.50%
85.65%

26.50%
85.80%

Mandatory Home Delivery

Members are required to fill maintenance medications after a predetermined number of courtesy fills through Anthem's Home Delivery Pharmacy.
(do not select with retail maintenance)

01/01/2022 -
12/31/2022

01/01/2023 -
12/31/2023

01/01/2024 -
12/31/2024

26.50%
85.50%

26.50%
85.65%

26.50%
85.80%

Rx Maintenance 90 Network

A maintenance network and plan design supporting 90-day supply of maintenance medications at ~ retail 25,000 pharmacies.
(do not select with mail maintenance)

01/01/2022 -
12/31/2022

01/01/2023 -
12/31/2023

01/01/2024 -
12/31/2024

26.50%
\$0.00
85.50%
\$0.00

26.50%
\$0.00
85.65%
\$0.00

26.50%
\$0.00
85.80%
\$0.00

Base Retail 90 Pharmacy Network
Broadest retail network.
(select with Home Delivery)

01/01/2022 -
12/31/2022

01/01/2023 -
12/31/2023

01/01/2024 -
12/31/2024

21.00%
\$0.20
n/a
n/a

21.00%
\$0.20
n/a
n/a

21.00%
\$0.20
n/a
n/a

Rx Choice Retail 90 Tiered Pharmacy Network
Broad retail maintenance network that includes pharmacies across Tiers 1 and 2. Tier 1 rates below, Tier 2 rates = Base.
(select with Home Delivery)

01/01/2022 -
12/31/2022

01/01/2023 -
12/31/2023

01/01/2024 -
12/31/2024

21.20%
\$0.20
n/a
n/a

21.25%
\$0.20
n/a
n/a

21.25%
\$0.20
n/a
n/a

Specialty Guarantees	SPECIALTY (select one) <div><input checked="" type="checkbox"/> Exclusive Specialty</div> <div><input type="checkbox"/> Open Specialty</div>	Exclusive Specialty Requires members to use Anthem's Specialty Pharmacy as the preferred provider under the pharmacy benefit; Exclusions include HIV specialty medications, oral transplant medications and limited or exclusive specialty drugs the Anthem Specialty Pharmacy does not have access to; members have access to clinical pharmacists with expertise in specialty medication drug therapy.		
		01/01/2022 - 12/31/2022	01/01/2023 - 12/31/2023	01/01/2024 - 12/31/2024
	Overall Specialty Discount % off AWP	20.00%	20.00%	20.00%
	Overall Specialty Dispensing Fee per Rx	\$0.00	\$0.00	\$0.00
Moving to Open Specialty Network will include lost value and members may experience access issues.				

Prescription Drug Rebate Guarantees	FORMULARY OPTION (select one) <div><input checked="" type="checkbox"/> National Formulary</div>	National Formulary Standard and broadest formulary offering that includes brand-name and generic prescription medications selected through our P&T review process based on safety, effectiveness and value.		
		01/01/2022 - 12/31/2022	01/01/2023 - 12/31/2023	01/01/2024 - 12/31/2024
	Minimum Rebate Guarantees			
	Retail Per Brand Script	\$248.49	\$263.04	\$277.35
Home Delivery Per Brand Script		\$305.56	\$319.89	\$334.52
Specialty Per Brand Script		\$2,549.08	\$2,629.79	\$2,715.97
Client Share of Rebates		100.00%	100.00%	100.00%

The Pharmacy Pricing Guarantees presented here assume the adoption of all recommended programs.

Authorized Signature: _____
Title: _____
Date: _____



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

This is an ongoing contract with CATS to provide telecast coverage of regular meetings of the Board of Commissioners, Council, Planning, BZA, and other public meetings as requested by the Board of Commissioners.

CATS also provides non-partisan candidate forums of contested races for each political party as scheduling permits.

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:

2022 TELECOMMUNICATIONS FUNDING AGREEMENT

Agreement entered into between the Board of Commissioners of Monroe County, ("County") and the Monroe County Public Library ("Library"), on behalf of its Community Access Television Services department (CATS), effective on the date last written below.

SECTION I. Funding

(a) County shall contribute the sum of Two Hundred Ninety Seven Thousand Nine Hundred Fifty One and 00/100s Dollars (\$297,951) for calendar year 2022, payable in equal quarterly installments of Seventy Four Thousand Four Hundred and Eighty Seven Dollars and 75/100s (\$74,487.75), to partially fund the operational expenses of CATS.

(b) Library may use this contribution for salaries and equipment necessary to provide services in accordance with this Agreement. Library will submit a signed claim voucher for each quarterly installment which will be processed in accordance with the County's usual practice for payments.

SECTION II. Public Meetings

Where the meeting location permits, CATS shall telecast live coverage of regular meetings of the Monroe County Commissioners, Monroe County Council, Monroe County Planning Commission, Board of Zoning Appeals, the State of the County Address and other public meetings as requested by the Monroe County Commissioners. Where the meeting location does not permit live coverage, CATS shall contemporaneously videotape the meeting and cablecast it at the earliest time following the meeting which its schedule allows. Each of the meetings will be replayed at least twice during the week following the original cablecast. The times for replay will be predetermined and supplied to the *Herald Times* for its TV schedule publication.

Section III. Non-partisan Programming

(a) A partisan political program or event is one in which only one political party or candidate is represented, and whose principal purpose is the advocacy of a particular candidate, slate of candidates or party platform or the criticism of an opposing candidate, slate of candidates or party platform. Examples include political party dinners or organizational meetings, fundraisers, and announcements of candidacy for office. CATS crews shall not be used in the program production of partisan political events, nor shall the public meeting channel (currently Channel 14) be used to cablecast such partisan political events; provided however, that CATS may elect to separately telecast primary election candidate forums for each political party where all candidates for contested offices within that party have been invited, and where scheduling time permits the telecast of similar candidate forums of opposing political parties.

(b) This section shall not be construed to prohibit the production or telecast of a political party caucus or convention which is required by Indiana election law to nominate candidates or fill candidate vacancies. Further, this section shall not be construed to prevent members of the public who are not affiliated with Library from using Library facilities and equipment for any programming permitted by state and federal law, and which is consistent with Library access policies.

SECTION IV. Reports

- (a) Monthly Report -CATS will provide the County a monthly report of its programming and activities which will include an hour report of its public meetings coverage.
- (b) Financial Report -CATS will provide the County at least annually, and more often upon request, a financial report which shall summarize the utilization of the County's contributions.

SECTION V. Records

Library will permit the County to examine and copy all records and documents related to the funding provided by this Agreement. Library further agrees to maintain accounting procedures and record keeping in a form acceptable to the State Board of Accounts and will retain those records as required by state law or State Board of Accounts policy.

SECTION VI. Non-discrimination

- (a) Library affirms that it is an equal opportunity employer, and will not discriminate on the basis of race, color, national origin, sex, age, sexual orientation, ancestry, religion or disability in the hiring, upgrading, discipline, training and compensation of its employees. Breach of this provision may result in termination of this Agreement.

Section VII. Term

This agreement shall govern services provided from January 1, 2022 through December 31, 2022, and shall thereafter be automatically renewed from year to year unless either party gives written notice of its intention to terminate by October 1 of each succeeding year. The funding provided by this Agreement may be adjusted by mutual agreement, but all such funding is subject to an appropriation by the Monroe County Council.

Section VIII. Verification of Work Status

The Library certifies that it is enrolled in the E-Verify program and has verified the work eligibility status of all newly hired employees through the E-Verify program, unless the E-Verify program no longer exists, and that signing this contract serves as an affidavit affirming that the Library does not knowingly employ an unauthorized alien.

“County”

Board of Commissioners of Monroe County

Date: _____

Julie Thomas, President

Lee Jones, Vice
President_____

Penny Githens

ATTEST:

Catherine Smith, Auditor

“Library”

Monroe County Public Library

Date: _____

John Walsh, President, Board of Trustees

Marilyn Wood, Director

Michael White, Manager
Community Access Television



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 American Rescue Plan Act has provided funding for local governments that can be used for specific purposes:

- * Mitigate the Public Health Emergency or its negative economic impacts,
- * Revenue replacement for the loss of revenue due to the Public Health Emergency,
- * Make investments in water, sewer, or broadband infrastructure
- * Respond to workers performing essential work during the pandemic.

The policy is to state Monroe County's priorities for use of the allotted funds and may be expanded or contracted by the Board of Commissioners at any time prior to Council appropriation, expenditure or commitment of the funds.

The policy as submitted, highlights two projects that meet the requirements for the use of the money; revenue replacement and a commitment of support to the Heading Home 2021 Plan/project. The Council as the fiscal body has to appropriate the funds before they can be expended.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Not applicable"/>	<input type="text"/>	<input type="text"/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

Monroe County, Indiana American Rescue Plan Act Policy

Background:

Coronavirus 2019 (COVID-19) has caused the disruption of life in the US, social distancing, mass business closing, schools incorporating remote learning, reduced travel, and loss of jobs. While it is hard to imagine that anyone in Monroe County has not been affected by the Pandemic, specific populations and particular County funding streams have been more acutely affected than others.

The Federal Government has provided funding for local governments, including Monroe County, which can be used for the following purposes:

- Respond to or mitigate the public health emergency with respect to the COVID-19 emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality. These examples are intended to clarify congressional intent that these activities are eligible. However, state and local activities are NOT limited only to these activities.
- Provide government services to the extent of the reduction in revenue (i.e. online, property or income tax) due to the public health emergency.
- Make necessary investments in water, sewer, or broadband infrastructure.
- Respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work.

Purpose:

The Purpose of this policy to state the priorities for using the County's allotted funds. This plan may be expanded or contracted by the Board of County Commissioners at any time prior to County Council appropriation and either expenditure or commitment of the funds appropriated, it represents the current priorities.

Priorities:

These priorities are proposed to be funded, pending Council approval and proper agreements, if necessary.

1. **Revenue Replacement:** The County shall determine the revenue impact as directed by the US Department of Treasury Final Rule for all years through the ARPA period. The County Commissioners directed Financial Solutions Group (FSG) to determine the base amount as directed in the Rule, and calculate the revenue difference for 2020 the amount of revenue loss. The total loss for that year was calculated to be \$2,465,587.85. The Auditor's office has review the work and these numbers has reported to the County Commissioners and County Council. The Cost of this calculation and additional work within the FSG agreement that is eligible for ARPA funding is included in this plan. Calculations shall continue through the ARPA period.
2. **Housing Insecurity Initiative Funding.** As a result of that collaboration, the Heading Home 2021 plan was created to serve as a community guide to support long-term initiatives in reducing and eliminating regional housing insecurity and homelessness in Monroe County. This letter of support from the Board of Commissioners and the County Council provides for the advancement of the strategies in the plan. The funding necessary provides for program design and consulting, program implementation, and seed money for sustainability. ARPA funding for program design, consulting, and program implementation.

These are priority area for review for potential use of ARPA funding:

1. Respond to the negative impacts caused by the COVID-19 Emergency, particularly funding as it relates community gaps demonstrated in the Criminal Justice Study recently conducted by the County.

2. Public works infrastructural needs include funding for additional maintenance of roadways, especially repaving, and storm water projects.
3. The County applied for grants for approximately \$6 Million in storm water projects. The Granting agency indicated that it would prefer the matching funds to be ARPA funds.
3. Support for public transportation.
4. Respond to the negative impacts caused by the COVID-19 Emergency, particularly funding to support for local working families, including childcare.
5. Respond to the negative impacts caused by the COVID-19 Emergency, particularly funding to support the elder population
6. Respond to the negative impacts caused by the COVID-19 Emergency, supporting Public Health Initiatives, including mental health.
7. Support for the tourism industry, including support operation and capital improvements for the current convention center area.
8. Expand Broadband services.
9. Incentive for employees who choose to receive a COVID19 vaccine and are willing to voluntarily provide verification. Include incentives for vaccine-eligible county residents living in county employees household, also with voluntary verification.
10. Funding for assistance to first responders, law enforcement, health providers, and teachers.

Adopted this 27th day of October, 2021.

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 27, 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:

The Monroe County Facilities and Fleet Manager has identified 14 vehicles that are no longer needed for County use. This resolution will allow the County to auction these items.

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 2021-57
RESOLUTION CONCERNING SURPLUS PROPERTY

A resolution to declare certain personal property of Monroe County to be no longer needed and unfit for the purpose for which it was intended, and to be considered surplus property for purposes of disposal.

WHEREAS, the Board of Commissioners of Monroe County, Indiana are empowered to declare unneeded property to be surplus property; and,

WHEREAS, the Board of Commissioners of Monroe County, Indiana, may authorize the disposal of surplus property pursuant to IC 5-22-22- *et seq.*;

NOW, THEREFORE, be it resolved by the Board of Commissioners of Monroe County, Indiana, that:

1. Pursuant to IC 5-22-22 Sections 3 and 6, the property described in exhibit A, consisting of a 14 vehicles, shall be considered to be surplus for purposes of disposal.
2. The property includes more than one item with a total estimated value of more than five Thousand Dollars (\$5,000.00).
3. The property described in above maybe sold at either a public auction, public sale. If determined by the Monroe County Fleet Manager that the cost to prepare the any item for sale, is less than the value of the item or If any of the above-described property fails to sell at the public auction or Public Sale, it may be demolished or junked, or if hazardous, disposed of for recycling pursuant to contract with the Monroe County Solid Waste District.
4. The above-described property may be removed from the Monroe County fixed asset inventory.

Adopted this 27th day of October, 2021.

MONROE COUNTY BOARD OF COMMISSIONERS

“YEAS”

“NAYS”

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens, Commissioner

Penny Githens, Commissioner

ATTEST:

Catherine Smith, Monroe County Auditor



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

The request is to amend the Monroe County Zoning Map to rezone one (1) 6.65 +/- acre parcel in Section 28 of Washington Township at 7850 N Wayport RD (parcel #: 53-02-28-100-006.000-017) from Agriculture/Rural Reserve (AG/RR) to Light Industrial (LI). Owner: AH & SH, LLC; Petitioner: VJ-Team LLC

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:

ORDINANCE NO. 2021-45

**Zoning Map Amendment from Agricultural/Rural Reserve (AG/RR) to Light Industrial (LI)
7850 N Wayport Rd; Parcel # 53-02-28-100-006.000-017 (former Worm's Way)
Owner: AH & SH, LLC
Petitioner: VJ-Team LLC**

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

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

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

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

SECTION I.

The Monroe County Zoning Ordinance is amended to rezone one (1) 6.65 +/- acre parcel in Section 28 of Washington Township at 7850 N Wayport RD (parcel #: 53-02-28-100-006.000-017) from Agriculture/Rural Reserve (AG/RR) to Light Industrial (LI) with the following condition:

1. Submit a recorded written commitment as presented to the Plan Commission with the addition of the language, "Any proposed change of use must be approved by the Health Department to confirm the septic system capacity."

SECTION II.

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

Passed and adopted by the Board of Commissioners of Monroe County, Indiana, this 27th day of October, 2021.

BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA

"Yes" Votes

Julie Thomas, President

Lee Jones, Vice President

Penny Githens, Commissioner

"No" Votes

Julie Thomas, President

Lee Jones, Vice President

Penny Githens, Commissioner

Attest:
Catherine Smith, Monroe County Auditor

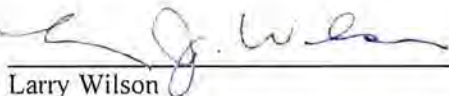
**OFFICE OF
MONROE COUNTY PLAN COMMISSION
501 N Morton Street, Suite 224
BLOOMINGTON, IN 47404**

TO: THE COMMISSIONERS OF MONROE COUNTY, INDIANA

CERTIFICATION

I, Larry Wilson, hereby certify that during its meeting on October 5th, 2020 the Monroe County Plan Commission considered Petition No. REZ-21-3 for a Zoning Map Amendment (Ordinance No. 2021-45) to the Monroe County Zoning Ordinance and made a positive recommendation to approve thereon, based on the findings, conditions, and Highway Department reports, with a vote of 7-0.

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



Larry Wilson
Planning Director

Date: October 15, 2021

COMMITMENT CONCERNING THE USE AND DEVELOPMENT OF REAL ESTATE

VJ-Team LLC and Ah & Sh LLC (petitioner and owner respectively) make the following commitment to the Monroe County Plan Commission (the "Commission") regarding the use and development of the following described real estate in Monroe County, Indiana:

Section 1: Real Estate.

Parcel Number 53-02-28-100-006.000-017

Legal Description 011-06530-02 PT E1/2 E1/2 28-10-1W 6.65A; PLAT 95

Deed Reference: Instrument Number 2002027618, recorded in the Office of Monroe County, Indiana

2021019790 MIS \$25.00
10/18/2021 10:20:33A 3 PGS
Eric Schmitz
Monroe County Recorder IN
Recorded as Presented



Section 2: Case Number. REZ-21-3, 7850 N Wayport Rd.

Section 3: Statement of Commitment. Ah & Sh LLC is the owner of the above-described Real Estate and VJ-Team LLC is acting as Ah & Sh LLCs authorized representative for the rezoning of the subject property.

On recording of the rezone of 7850 N Wayport Rd. under petition REZ-21-3, covenants, conditions and restrictions are imposed on the real estate as follows:

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

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

1. Agricultural Uses
 - a. Stockyard
2. Public and Semi-public
 - a. Remote Garbage/Rubbish Removal
 - b. Utility Service Facility
 - c. Water Treatment Facility
3. Business and Personal Services
 - a. Aircraft and Charter Services
 - b. Exterminating Services
 - c. Kennel, Including commercial breeding operations
 - d. Parking Facility
 - e. Taxidermist

- f. Veterinary Services (Indoors)
- g. Veterinary Services (Outdoors)
- 4. Retail and Wholesale Trade
 - a. Heavy Machinery Sales
- 5. Automotive and Transportation
 - a. Gasoline Services Station
 - b. Wrecker Services
- 6. Mining and Manufacturing
 - a. Bottling Machinery
 - b. Construction Trailer
 - c. Leather Goods
 - d. Plating and Polishing

Section 4: Additional Restrictions

- a. Workforce – A maximum of 25 employees will be assigned to any given shift.
- b. Production Location – All production processes will be confined to the building, no production processes will be allowed outside of the building.
- c. Any proposed change of use must be approved by the Health Department to confirm the septic system capacity.

Section 5: Authorization for Signature.

Joe Myers certifies that he is president of and duly authorized, and, empowered, for and on behalf of VJ-Team LLC and Ah & Sh LLC, to execute this Commitment Concerning the Use and Development of the subject Real Estate.

Section 6: Binding Effect.

Failure to honor this commitment shall constitute a violation of the zoning ordinance and shall be subject to the penalties for the violation in addition to all other enforcement remedies. This commitment is binding on the owner(s) of the above-described real estate, subsequent owners and each person acquiring an interest in the above-described real estate, including tenants and lessees. This commitment may be modified or terminated only by approval of the Monroe County Plan Commission.

Section 7: Effective Date.

The commitments contained herein shall be effective upon recording of the approval of the rezoning of the 7850 N Wayport Rd Property to LI.

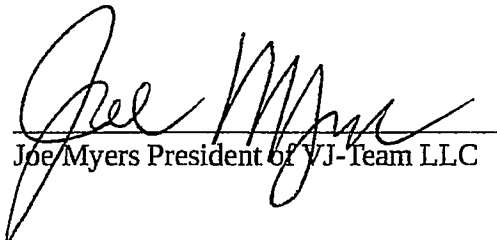
Section 8: Recording.

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

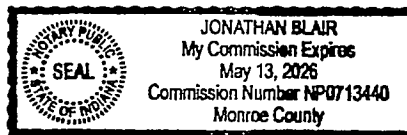
Section 9: Enforcement.

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

IN WITNESS WHEREOF, VJ-Team LLC have caused this Commitment to be executed as of OCT 18, 2021 By Joe Myers, President of VJ-Team LLC and authorized agent of owner Ah & Sh LLC. personally appeared and acknowledged the execution of the above and foregoing Commitment Concerning the Use and Development of Real Estate to be a voluntary act and deed.

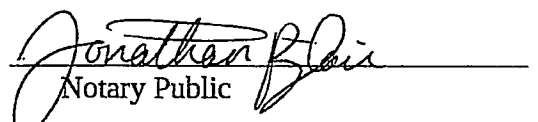

Joe Myers President of VJ-Team LLC

STATE OF INDIANA)
) SS
COUNTY OF MONROE)



Before me, a Notary Public in and for said county and state, the 18th day of October, 2021, at which time by Joe Myers, President of VJ-Team LLC and authorized representative of Ah & Sh LLC personally appeared and acknowledged the execution of the above and foregoing Commitment Concerning the Use and Development of Real Estate to be a voluntary act and deed.

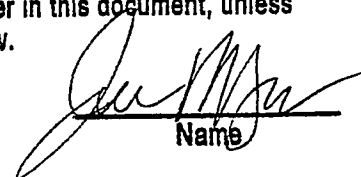
My Commission Expires may 13, 2026


Notary Public
Jonathan Blair
(Printed Name)

A Resident of monroe County

I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Document prepared by Joe Myers


Name

MONROE COUNTY PLAN COMMISSION**October 5, 2021**

PLANNER	Tammy Behrman
CASE NUMBER	REZ-21-3
PETITIONER	RJ Meyers c/o VJ-Team, LLC
ADDRESS	7850 N Wayport RD
REQUEST	Rezone Request from AG/RR to LI Waiver of Final Hearing Requested
ACRES	6.65 +/- acres
ZONE	AG/RR
TOWNSHIP	Washington Township
SECTION	28
PLATS	Lot A of Worms Way Type A
COMP PLAN DESIGNATION	Rural Residential

EXHIBITS

1. Petitioner Letter
2. Petitioner Site Plan
3. AG/RR Use Table
4. LI Use Table
5. Use Determination Form USE-21-39
6. Petitioner Letter providing additional information in response to PRC
7. Director's response to PRC discussion of uses requiring septic vs sewer
8. Pre-design PRE-52
9. Letters of Opposition (9 total)
10. Draft Written Commitments from Petitioner
11. Revised Light Industrial Use Table based on draft Written Commitments

RECOMMENDATION

Staff recommends **denial** of the Rezone of based on findings of fact and subject to the Monroe County Highway and MS4 Coordinator Reports.

RECOMMENDATION TO THE PLAN REVIEW COMMITTEE

Recommendation to the Plan Review Committee:

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

However, the access to N Wayport Rd and I-69 has been completed since the adoption of the 2012 Comprehensive Plan. Staff is considerate as to whether a rezone may be appropriate for this area given the current conditions. Staff is seeking input from the PRC as to whether the Comprehensive Plan needs to be updated along this area since the completion of I-69.

PLAN COMMISSION – September 21, 2021

The Plan Commission heard this petition and voted 7-0 to continue the PC Admin Session on October 5, 2021. Discussions were similar to the Plan Review Committee discussions. There was positive support for this business to utilize the existing commercial space however, the rezone to Light Industrial seemed an overreach in the amount of uses to be approved. There was positive feedback to the suggestion from the petitioner to limit the number of employees to 25 and prohibit any production outdoors. There was also a discussion to reduce the amount of uses in the LI zone with a Written Commitment. The petitioner submitted a Written Commitment on the day of the publication of the packet (Exhibit 10) and staff has added a revised use table based on the submittal (Exhibit 11).

The draft Written Commitments submitted by the petitioner includes the following:

Section 3 reduces the number of permitted uses in the Light Industrial Zone by 16 uses (2 are under consideration to be added). This would bring the total number of uses from 80 to 64. The Business or Industrial Center Use currently allows for a total of 57 uses but the petitioner proposes to reduce this by 10 bringing it down to 47 uses. There are three Conditional Uses in the LI zone that require Board of Zoning Appeal approval and one of those has been eliminated under the Written Commitments. Section 4 has the following additional restrictions:

- a. Workforce – A maximum of 25 employees will be assigned to any given shift.
- b. Production Location – All production processes will be confined to the building, no production processes will be allowed outside of the building.

PLAN REVIEW COMMITTEE – September 9, 2021

Six members discussed the Worms Way Lot A Rezone further at the September 9, 2021 meeting. Overall there was support for a business placement in an existing commercial building. However, there are concerns about what happens to this site in the future especially with regards to the lack of sewer. A request was made for staff to put together a list of the LI uses that require sewer. See Exhibit 7 for the response from staff. Questions arose as to if there could be a cap on number of employees or reduce the number of uses in the LI zone. The use presented by the petitioner seems low in intensity but careful considerations must be made about the residential neighborhood to the east. PRC members noted there is not a guarantee that there won't be a large, intensive industrial use should the rezone be approved. The pre-design (Exhibit 8) was presented by staff to confirm that staff did indeed present rezoning to a PUD as an option. It also confirmed that a Use Variance was not an option to allow multi-use on a property. There was a motion to forward a negative recommendation to the Plan Commission and it was supported by a vote of 6-0.

PLAN REVIEW COMMITTEE – August 12, 2021

Six members attended the PRC meeting and had several discussion points. The Comprehensive Plan clearly does not match to this area but the document could be considered a dynamic document that changes with the conditions of an area (such as an interstate completion). One member was supportive of a small business occupying this vacant commercial space but perhaps limit the number of uses allowed in the proposed LI Zone rezone. These could be in the form of a written, recorded commitment. One member asked if Limited Business (LB) would have been more appropriate but the proposed use is not permitted in the LB zoning district. There were mixed reactions as to if a PUD was appropriate here due to the multi-use request and the difficulty in administering PUD's. Ultimately it was not recommended as an avenue for approval of the multi-use. There was a request for more information on the uses being proposed and the impact they would have on the septic system. One member stated that this is really a 'spot zone' and not an appropriate request. No formal vote was taken as a recommendation though a suggestion was made to deny this petition without further information. UPDATE: The petitioner provided staff with additional information on the uses and the impact to the septic (Exhibit 6) though they did not offer any restrictions on the number of uses associated with the LI Zone rezone.

Plan Commission Regular Meeting – October 19, 2021 (Final Hearing)

SUMMARY

The petition site is one parcel totaling 6.65 +/- acres located in Washington Township. The petitioner is proposing to amend the Zoning Map from Agricultural Rural Reserve (AG/RR) to Light Industrial (LI). The petitioner intends "to act as a support manufacturing service for the local medical device manufacturing businesses" if the rezone request is approved by the County Commissioners (See Petitioner Letter Exhibit 1). A change of use site plan amendment would be required reviewing current design standards for bioretention, parking and landscaping. The petitioner has not offered to reduce the number of uses in any capacity but has suggested that an appropriate restriction on the property would be to prohibit production work outside of the building. See message below.



RJ Myers

Remove Comment • Sep 14, 2021 at 11:54 am

Tammy, the purchase of the Worm's Way property is a real stretch for our small startup company. Our probability of success in doing what we would like to do diminishes with every day we do not have ownership of the building. This of course increases our risk daily. We are not comfortable with any delays or making a lot of restrictions to the LI multi-use zoning because if we have a lot of restrictions and are unsuccessful and we need to re-sell the building we might find ourselves in the same position the current owner is in, owning a nice facility that is expensive to maintain and no one wanting to purchase it because it's use is restricted and the uses available are not favorable for a property located so close to I69. **The one restriction that we would find would acceptable would be a restriction prohibiting production work outside of the building.** If all work is contained within the building, I think the impact to the local neighborhood would be about as minimal as possible and probably would be less impactful than some of the currently approved uses.

BACKGROUND

The Zoning Map amendment would be from AG/RR to LI. Listed below are the definitions of these zones per Chapter 802.

Agriculture/Rural Reserve (AG/RR) District. *The character of the Agriculture/Rural Reserve (AG/RR) District is defined as that which is primarily intended for agriculture uses including, but not limited to, row crop or livestock production, forages, pasture, forestry, single family residential uses associated with agriculture uses and limited, very low density, rural non-farm related single family uses and not in (major) subdivisions. Its purposes are to encourage the continuation of agriculture uses, along with the associated single family residential uses, to discourage the development of residential subdivisions and non-farm-related nonresidential uses, to protect the environmentally sensitive areas, such as floodplain and steep slopes, and to maintain the character of the surrounding neighborhood. Therefore, the number of uses permitted in the AG/RR District is limited. Some uses are conditionally permitted. The conditions placed on these uses are to insure their compatibility with the agriculture-related uses. The development of new non-farm residential activities proximate to known mineral resource deposits or extraction operations may be buffered by increased setback distance. Use Table Exhibit 3*

Light Industrial (LI) District. *The character of the Light Industrial (LI) District is defined as that which is primarily intended for industrial uses that have minimal exterior movement of vehicles and goods. Its purposes are: to establish areas for the exclusive development of light industries; to discourage residential and commercial uses; to protect environmentally sensitive areas, such as floodplain, karst, and steep slopes; and to maintain the character of the surrounding neighborhood. Uses shall be restricted to activities that are not a nuisance because of dust, fumes, noise, odor, refuse matter, smoke, vibration, water-carried waste or other adverse effects on surrounding uses. Some uses are conditionally permitted. The conditions placed on these uses are to insure their compatibility with adjacent non-industrial uses. The LI District shall provide open space, landscaping and buffering in order to achieve desirable site development. Use Table Exhibit 4*

In 1995 a 'Special Exception' request was made by Worms Way to both the Board of Zoning Appeals and Plan Commission for the use 'Agribusiness and Greenhouse'. It was approved and met the permit requirements to allow for the business. According to the property report card, the building on Lot A was erected in 1995. The site plan was amended in 2001 to develop the northern parcel to accommodate the expanding business.

Use Variance 1905-VAR-28 ([Staff report](#), [Minutes](#)) was granted in June 27, 2019 by the Board of Zoning Appeals to add the use **Metal Fabrication** to the allowed uses in the AG/RR zone.

The petitioner submitted a Use Determination USE-21-39 in May 2021 (Exhibit 5). It was determined by staff that there were two uses described (**Metal Fabrication and Commercial Printing**). Two uses on the same site can be accommodated under the multi-use '**Business or Industrial Center**' which is a permitted use in Zones General Business (GB), Light Industrial (LI), Heavy Industrial (HI).

Multit-Use	i	AG	FR	CR	ER	LR	SR	MR	HR	UR	LB	GB	LI	HI	IP	ME	REC	Condition
Business or Industrial Center	H											P	P	P				22

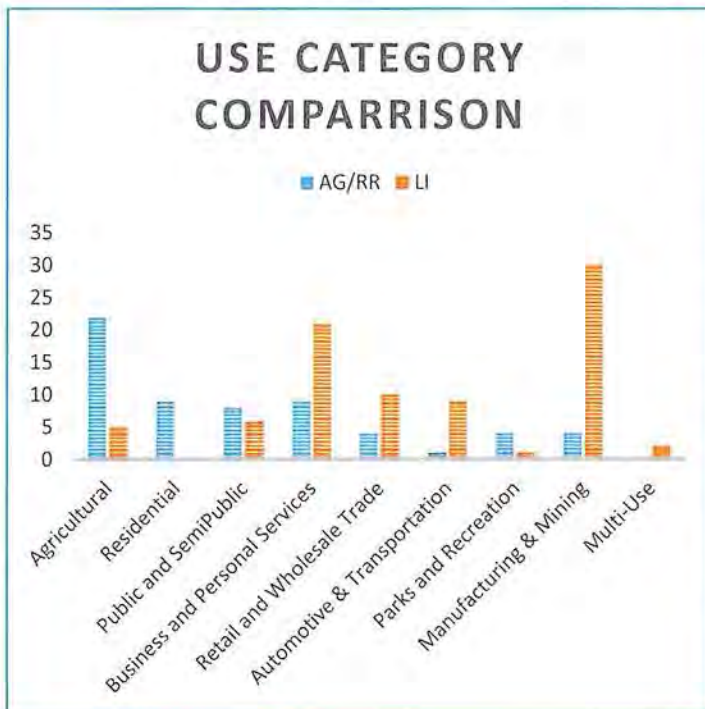
Defined as, **Business or Industrial Center**. A site developed and operated under single or common ownership to include of a mix of industrial and/or commercial uses where the majority of uses are permitted under the Business and Personal Services, Retail and Wholesale Trade and

Manufacturing, Mining, Construction and Industrial use categories, with customer and employee parking provided on-site, provisions for goods delivery separated from customer access, aesthetic considerations and protection from the elements, and landscaping and signage in accordance with an approved plan.

The use requires Special Condition #22. Permitted after site plan approval by the Plan Commission or Administrator.

The multi-use would allow for a variety of different uses to be simultaneously permitted on the petition site as long as there is site plan conformance. Staff determined a use variance was not available the multi-use context.

Use Type Analysis between the two zones. Only permitted uses were used and not conditional.



USE CATEGORY COMPARRISON		
USE TYPE	AG/RR	LI
Agricultural	22	5
Residential	9	0
Public and SemiPublic	8	6
Business and Personal Services	9	21
Retail and Wholesale Trade	4	10
Automotive & Transportation	1	9
Parks and Recreation	4	1
Manufacturing & Mining	4	30
Multi-Use	0	2
TOTAL	61	84



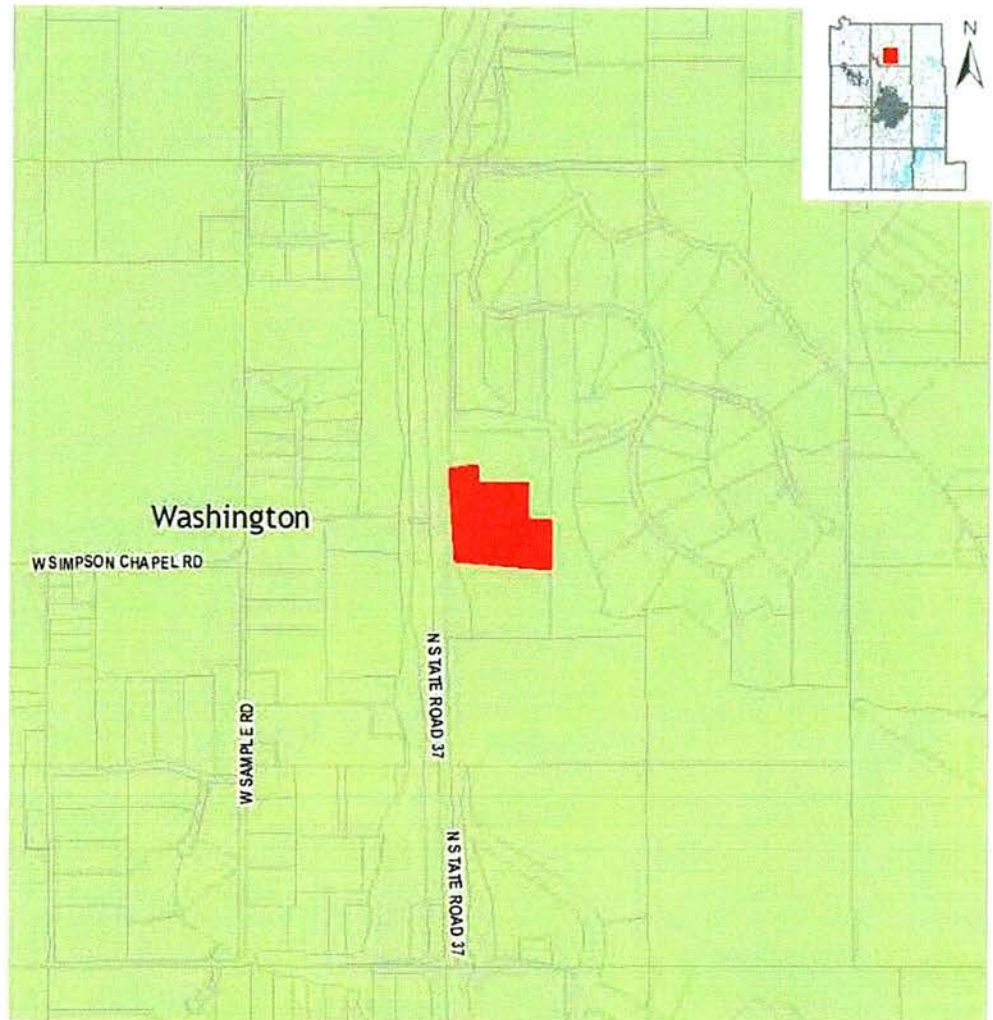
Uses in LI that are allowed under the multi-use (67)

LOCATION MAP

The parcel is located at 7850 N Wayport RD, Section 28 Washington Township. The Parcel No. is 53-02-28-100-006.000-017.

Location Map

-  Petitioner
-  Civil (Political) Townships
-  Roads
-  Parcels



ZONING

The parcel is zoned Agriculture/Rural Reserve (AG/RR) as are the adjoining parcels to the north and south. There are Estate Residential (ER) zoned lots to the east. There are commercial uses in the area zoned

Preexisting Business (PB) to the north, and residential uses to the east and south. Interstate I-69 is located to the west.

The lot to the north is under same ownership and is currently vacant and on the market. The adjacent lot to the east is a 13 acre platted, undeveloped common area of the Windsor Private Subdivision.

The nearest Light Industrial Zoning is located north of Ellettsville 5.5 miles 'as a crow flies' and also south of Ellettsville on W Vernal PIKE 6.5 miles. Rezoning the petition site could be considered a spot zoning in this area due to the proximity of other LI zoned properties.

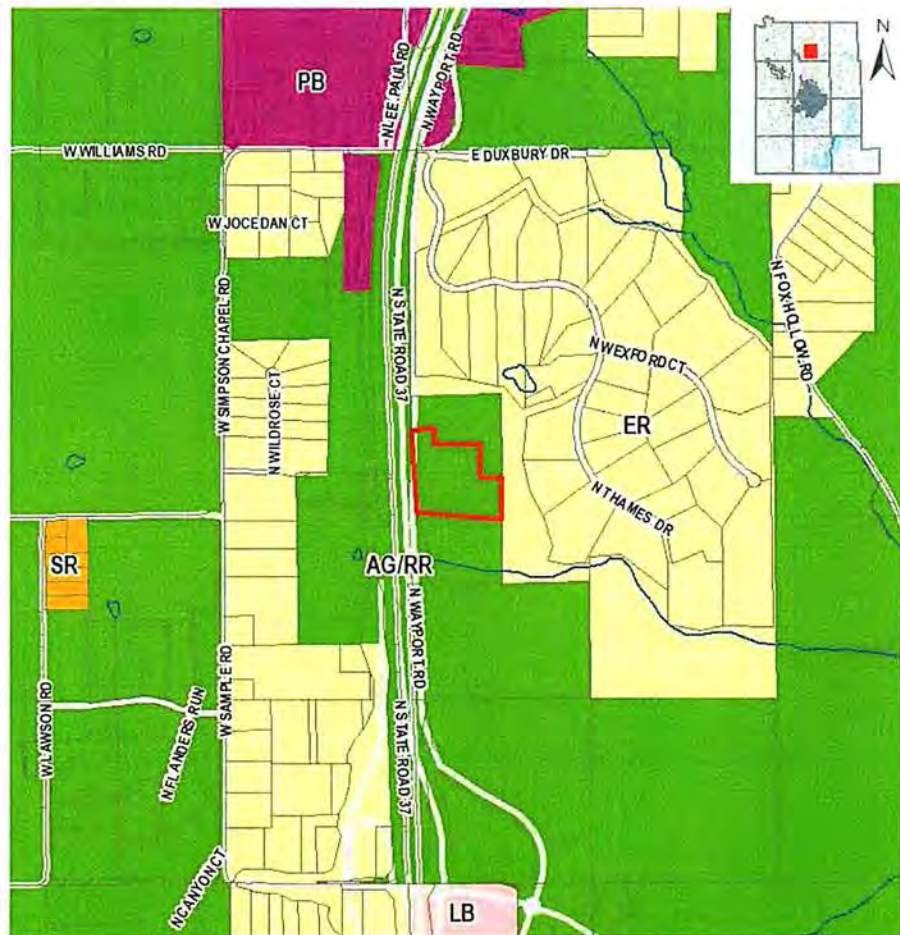
Current Zoning Map

-  Petitioner
-  Parcels
-  Roads
-  Hydrologic Features
- Monroe County Zoning**
-  AG/RR - Agriculture/Rural Reserve
-  ER - Estate Residential
-  LB - Limited Business
-  PB - Pre-Existing Business
-  SR - Suburban Residential

0 0.075 0.15 0.3 Miles



Monroe County
Planning Department
Source: Monroe County GIS
Date: 5/20/2019



SITE CONDITIONS & INFRASTRUCTURE

This petition site is made up of one 6.65 acre +/- parcel. The site contains a 14,000 sf commercial building, paved driveways and parking lots. The petitioner has submitted an approved septic permit and a driveway permit application. Access to the site is from N Wayport Road, a major collector. There does not appear to be any regulated floodplains on the lot. There is no evidence of karst features. The petition site drains east into a bioretention pond that was built with the original Worms Way site plan in 2001. There is an ingress / egress easement through the property to access Lot 2 to the north. The lot was recently reduced in acreage due to right of way acquisition for I-69 access roads. The Washington Township Trustee explained there is a cemetery on the site and staff confirmed that the Cemetery Carlton / Huff / Kendrick #1 is on or adjacent to the site and demarked by a large tree stump on the eastern property line

Site Conditions Map

- Petitioner
- 10-Foot Contours
- Roads







0 70 140 280 Feet



Monroe County
Planning Department
Source: Monroe County GIS
Date: 5/20/2019



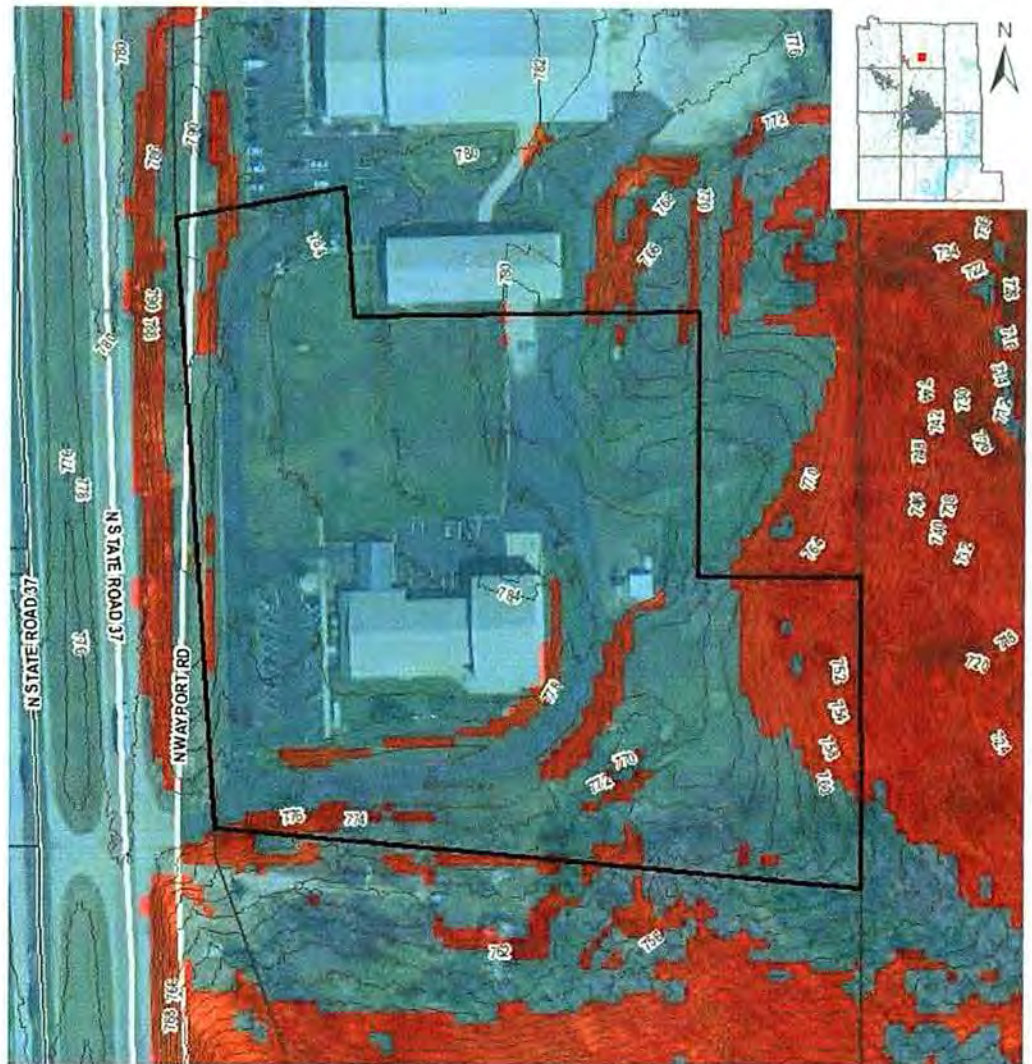
Slope Map

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

0 30 60 120 180 240 Feet



Monroe County
Planning Department
Source: Monroe County GIS
Date: 5/20/2019



HIGHWAY AND STORMWATER COMMENTS

Highway Department did not have any comments or issues with this petition at this time.

The MS4 Coordinator stated that there were no concerns with industrial activities being exposed to stormwater. The plans for the existing detention pond had not been located yet but a routine inspection is to be performed and the owner would be notified of any maintenance requirements. It was noted that since this property does not have a connection to sanitary sewer, there is an assumption that all process wastewater will be hauled to a WWTP or other treatment facility. The petitioner responded with the following statement, *"The only wastewater that would be discharged to the septic system would essentially be about the same as dishwater and normal bathroom waste. Anything with solvents or other environmentally sensitive materials would be captured and disposed of using a licensed company. I do not anticipate that we would generate much of this sort of waste. Most of the anticipated processes and activities would generate little or no hazardous wastes. Please let me know if you need additional details."*

SITE PHOTOS



Figure 1. Facing north: view of N Wayport RD and I-69. The petition site driveway is in the foreground.



Figure 2. Facing east: view of the driveway and commercial building.



Figure 3. Facing north:
view of the access to
Lot B of the Worm's
Way Type A.
Commercial building
on the left



Figure 4. Facing west:
view of the cargo area.



Figure 5. Facing north: view of the Carton/Huff/Kendrick Cemetery that is under Washington Township inventory. There are three graves located here. Worms Way maintained this in the past and it is surrounded by blueberry shrubs.



Figure 6. Facing south: view of the stormwater detention area on the eastern side of the property.



Figure 7. Pictometry view facing north from 2017.



Figure 8 (below).
Pictometry view facing east from March 2017.

COMPREHENSIVE PLAN DISCUSSION

The petition site is located within the **Rural Residential** designation of the Comprehensive Plan. Points that align with the proposed rezone are highlighted in **green**. Points that differ from the district are highlighted in grey.

The petition site is located within the Rural Residential Comprehensive Plan designation which states:

Rural Residential

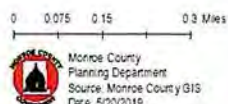
The Rural Residential use category includes rural property, environmentally sensitive areas, and areas adjacent to quarry operations where low densities are appropriate and desirable; however, the sparse population character of the Farm and Forest category is no longer applicable. Generally, these areas are characterized by active or potential mineral extraction operations nearby, steep slopes, and the remaining forest and/or agricultural land where roadways and other public services are minimal or not available.

The Rural Residential use category includes all property in Monroe County that is not within the Farm and Forest Residential area, Bloomington Urbanizing Area or a Designated Community, or an incorporated town or city. Approximately 52,000 acres of rural property in Indian Creek, Clear Creek, Van Buren, Bloomington, Richland, Bean Blossom, Washington, and Benton Townships are designated Rural Residential. Most often this category adjoins or is very close to the Farm and Forest Residential areas. Current Rural Residential densities are usually greater than 64 homes per section and some portions of the Rural Residential area have already been subdivided or developed at urban densities. To maintain Farm and Forest property use opportunities an average residential density per survey section shall be established by ordinance. This average density shall preserve the rural lifestyle opportunity of this area and help protect nearby Vulnerable Lands. The grouping of more than four residential units sharing the same ingress/egress onto a County or state roadway shall not occur on rural property in this category. All property subdivided in this category must provide for adequate contiguous Resilient Land to support either two independent conventional septic fields or one replaceable mound system, sufficient space for buildings traditionally associated with this type use must also be available. In addition, public roadways shall not experience less than the Monroe County Level of Service standard designation which exists at the time this Plan is adopted as a result of subdivision.

Roadways classified as state Highways, **major collectors**, or local arterials are exempt from this requirement.

Comprehensive Plan

-  Petitioner
-  Townships
-  Parcels
-  Roads
-  Comp. Plan Land Use (Updated 2015)
-  Farm and Forest
-  Rural Residential



FINDINGS OF FACT - REZONE

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

(A) The Comprehensive Plan;

Findings:

- The rezone request is to change the zone for the petition site from Agriculture / Rural Reserve (AG/RR) to Light Industrial (LI);
- The Comprehensive Plan designates the petition site as Rural Residential;
- According to the Comprehensive Plan, Rural Residential area *“this use category includes rural property, environmentally sensitive areas, and areas adjacent to quarry operations where low densities are appropriate and desirable; however, the sparse population character of the Farm and Forest category is no longer applicable. Generally, these includes all property in Monroe County that is not within the Farm and Forest Residential area, Bloomington Urbanizing Area or a Designated Community, or an incorporated town or city.”*
- The current infrastructure on site is designed more commercial in nature and is not residential in nature;
- The current number of permitted uses in the AG/RR zone is 61. If rezoned, the petitioner would have 84 permitted uses to choose from including some limited multi-use;
- The multi-use ‘Business or Industrial Center’ could allow for a combination of uses in the Business and Personal Services, Retail and Wholesale Trade and Manufacturing, Mining, Construction and Industrial use categories that total 61 different uses;
- If denied there could still be uses permitted in the AG/RR zone plus Metal Fabrication as added in 2019 under use variance petition 1905-VAR-28;
- If approved and the owner would be required to submit a commercial site plan amendment for review by County staff;
- The petitioner has submitted draft Written Commitments that would reduce the number of permitted uses down to 64;
- The number of Business or Industrial Center Uses would be reduced from 57 to 47 under the draft Written Commitments;

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

Findings:

- See Findings under Section A;
- The current use of the petition site is vacant as the previous use has not been in practice in well over 6 months;
- The site was commercially developed under a special exception (1995) to allow for ‘Agribusiness and Greenhouse’.
- The petition site includes one 14,240 sf commercial building, 1,500 sf green house, ~17,000 sf paved parking all given a condition rating of ‘A’. Bioretention and some commercial landscaping are also on site;
- The rezone request is to change the zoning for the entirety of the site to the Light Industrial (LI) District which is described by the County’s Zoning Ordinance, Chapter 802, as follows:

Light Industrial (LI) District. The character of the Light Industrial (LI) District is defined as that which is primarily intended for industrial uses that have minimal exterior movement of vehicles and goods. Its purposes are: to establish areas for the exclusive development of

light industries; to discourage residential and commercial uses; to protect environmentally sensitive areas, such as floodplain, karst, and steep slopes; and to maintain the character of the surrounding neighborhood. Uses shall be restricted to activities that are not a nuisance because of dust, fumes, noise, odor, refuse matter, smoke, vibration, water-carried waste or other adverse effects on surrounding uses. Some uses are conditionally permitted. The conditions placed on these uses are to insure their compatibility with adjacent non-industrial uses. The LI District shall provide open space, landscaping and buffering in order to achieve desirable site development.

- The petition site is currently zoned Agriculture Rural Reserve;
- There is an existing commercial driveway;
- The majority of the site is less than 15% slope (see Slope Map);
- The petition site is not located in FEMA Floodplain;
- There are no known karst areas on the petition site;
- There is a cemetery located on the east side of the property;
- There are vacant, open areas that could allow for more development;

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

Findings:

- See Findings under Section A and Section B;
- The surrounding parcels to the north and south are currently zoned AG/RR, and the adjacent parcels to the east are zoned Estate Residential (ER);
- Within a mile of the petition site there is pre-existing business zone to the north (Oliver Wine Company) and Limited Business (LB) to the south (Nature's Way and vacant former gas station);
- A residential neighborhood (Windsor Private) is located to the east of the petition site and the wooded common area for the subdivision is between the petition site and residential lots;
- There is a residence to the south and to the north is a vacant commercial developed lot zoned AG/RR;

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

Findings:

- Staff fielded calls from neighboring residents in the Windsor Private neighborhood though none have submitted any letters at this time;
- Property value tends to be subjective;
- The effect of the approval of the rezone on property values is difficult to determine;

(E) Responsible development and growth.

Findings:

- See Findings under Section A, Section B, and Section C;
- According to the Monroe County Thoroughfare Plan, N Wayport Road was recently improved as a part of the I-69 Section 5 project and is designated as a Major Collector;
- The petitioner is proposing to use the existing driveway access off of N Wayport Rd and has interstate access 0.65 miles to the south;
- There is no access to sewer on this property for future use;
- There is room for expansion on this site with more infrastructure;

- The commercial lot to the north is not included in this petition though owned by the same entity.
- The petitioner has submitted draft Written Commitments that would reduce the number of permitted uses from 80 down to 64;
- The number of Business or Industrial Center Uses would be reduced from 57 to 47 under the draft Written Commitments;
- The draft Written Commitments also included language to have additional restriction on the property
 - a. Workforce – A maximum of 25 employees will be assigned to any given shift.*
 - b. Production Location – All production processes will be confined to the building, no production processes will be allowed outside of the building.*

EXHIBIT 1: Petitioner Letter

June 10, 2021

Monroe County Plan Commission
c/o Tammy Behrman, Planner
Monroe County Planning Department
Showers Building
Bloomington, IN

Re: Wayport Road Rezone to Light Industrial

Dear Tammy and Plan Commission,

Application is being made to the Plan Commission for a Rezone to allow the reuse of the southern Worm's Way building for a local business, VJ-Team, LLC.

Worm's Way was established on this site by way of a Special Exception issued by the County Plan Commission in 1995. In 1995 a Special Exception was the way to approve a specific use at a specific site; a use that was not otherwise allowed in the zone.

Worm's Way operated successfully and even expanded at this location over the years but now the site has been vacant for many years. A variance was granted in 2019 (1905-VAR-28h) for Jerden Industries Inc. for use as light/heavy industrial but, Jerden Industries Inc. determined that the costs of installing 3-Phase electric services and other costs associated with making the required changes to the property, made their relocation a poor business decision, so the property is still sitting vacant. Unfortunately, this variance is not broad enough to allow VJ-Team, LLC to perform the manufacturing services and other activities that they wish to perform. VJ-Team is proposing that the County zone for this property to allow light industrial use of the property. There are numerous allowed uses in the AG/RR zone but few, if any, that can reasonably utilize the site and building improvements developed by Worm's Way as evidenced by the many years the site has sat dormant.

VJ-Team is a recently formed LLC (2020), that is looking to act as a support manufacturing service for the local medical device manufacturing businesses. The primary focus of the business would be printing medical devices, providing stainless cut-to-length and formed parts. There is also the potential to add molding operations, ultrasonic cutting/staking and cleaning. Essentially any type of operation currently being performed by companies such as Cook Medical and similar companies in the area. This facility will be significantly larger than VJ-Team anticipates needing initially, so other uses such as providing office space for technology intensive business or leased space in a controlled environment for individuals wishing to protect high value possessions would also be a desirable option. Applying new printing or stainless cutting and forming processes to parts from industries other than medical device will also undoubtedly be explored.

Small staff. VJ-Team, LLC is a small business consisting currently of only the 3 owners who are degreed engineers with more than 70 years of combined engineering experience. Hopefully, the business will grow rapidly providing a pleasant clean environment for the addition of several hourly workers as business contracts are acquired. It is projected that the workforce would only be about a maximum of 6 in the first year of operation and increasing approximately 3-6 per year until a total of 20-25 workforce. As this number is achieved, VJ-Team will start looking for alternative locations that can accommodate a larger workforce, if the business is projected to grow larger.

Minimal Traffic. The size of medical device subassemblies is such that a small vehicle can be easily used to transport a full day of production. Two to four pick-ups or deliveries are anticipated per day, depending on the total number of customers. The added traffic to the area is anticipated to be minimal, with the greatest activity happening when workers arrive or depart.

Minimal Environmental Impact. No portions of the manufacturing will be conducted outside of the building. The only visual change notable by the local community will be the presence of vehicles in the parking lot that is currently vacant. While the grounds are beautifully designed and maintained currently, additional screening landscaping can be added, if required. Any processing fluids will be handled in strict accordance with IDEM requirements and VJ-Team is committed to having a low carbon footprint by reducing energy needs as much as possible. Conversions to LED lighting is planned, energy efficient HVAC will be added, VJ-Team believes that this is good for the business as well as the environment.

Opportunity. Approval of the variance will provide an opportunity for the current owner to finally sell the building and avoid the continuing hardship of the cost of the upkeep of the building and grounds and loss of value due to the decay that occurs in an unoccupied building. Approval will help a new business provide new jobs, generating additional tax revenue and enhance Monroe County's reputation as a business-friendly community.

EXHIBIT 2: Petitioner Site Plan



EXHIBIT THREE: Uses permitted in the AG/RR Zone

USES	INTENSITY	ZONES
Agricultural Uses	i	AG
Accessory Use		P
Accessory Structures for Agricultural Use	L	P
Agriculture	H	P
Agricultural-Related Industry	H	P
Agricultural Uses-Land Animal	H	P
Agricultural Uses-Non Animal	H	P
Agritourism / Agritainment (i.e. corn mazes)	H	P
Aquaculture	M	P
Christmas Tree Farm	H	P
Commercial facilities for the sale, repair, a	H	C
Commercial Non-Farm Animals	M	P
Confined Feeding Operations	H	C
Equestrian Center	H	C
Equine Services	L	P
Feed Lot	H	P
Feed Mill	L	P
Historic Adaptive Reuse		P
Horse Farm	L	P
Nursery/greenhouse	H	P
Orchard	H	P
Pick-your-own operation	H	P
Roadside farm stand, Permanent	M	P
Roadside farm stand, Temporary	L	P
Stockyard	H	P
Winery	H	P
Accessory Apartments	L	P
Accessory Dwelling Units	L	P
Accessory Livestock	L	P
Accessory Use		P
Guest House	L	P
Historic Adaptive Reuse		P
Home Based Business	L	P
Home Occupation	L	P
Residential Storage Structure	L	P
Single Family Dwelling	n/a	P
Temporary Dwelling	L	P
Two Family Dwelling	n/a	P
Public and Semipublic	i	AG
Accessory Use		P
Cemetery	H	P
Governmental Facility	H	P
Historic Adaptive Reuse		P

USES	INTENSITY	ZONES
Religious Facilities	H	P
Remote Garbage/Rubbish Removal	H	C
Solar Farm	L	C
Telephone and Telegraph Services	L	P
Utility Service Facility	M	P
Wastewater Treatment Facility	H	C
Water Treatment Facility	H	C
Wired Communication Services	M	P
Business and Personal Services	i	AG
Accessory Use		P
Artisan Crafts	M	C
Bed and Breakfast	L	P
Composting Operation	H	P
Greenfill	M	P
Historic Adaptive Reuse		P
Kennel, including commercial animal breeding	H	C
Real Estate Sales office Or Model	L	P
Taxidermist	L	P
Temporary Seasonal Activity	M	P
Tourist Home or Cabin	L	P
Veterinary Service (Indoor)	H	C
Veterinary Service (Outdoor)	M	C
Retail and Wholesale Trade	i	AG
Accessory Use		P
Agricultural Sale Barn	H	P
Fruit Market	L	P
Garden Center	H	C
Historic Adaptive Reuse		P
Automotive and Transportation	i	AG
Automobile Repair Services, Minor	H	C
Historic Adaptive Reuse		P
Accessory Use		P
Camping Facility	H	P
Historic Adaptive Reuse		P
Park and Recreational Services	H	C
Private Recreational Facility	H	C
Recreational Vehicle (RV) Park	H	C
Manufacturing, Mining	i	AG
Accessory Use		P
Historic Adaptive Reuse		P
Sawmill	H	C
Wood Products	M	C

- Due to Use Variance 1905-VAR-28 the use Metal Fabrication is added to the above list for this property.

EXHIBIT FOUR: Use Permitted in the LI Zone with Parking standards included

Agricultural Uses	(i)	LI	(C)	Parking Standard Requirements
Accessory Use		P	53	
Ag. Uses-Land Animal	H	P	22; 53	dwelling unit requirements only
Ag. Uses-Non Animal	H	P	22; 53	dwelling unit requirements only
Feed Mill	L	P	6;25	2/1000 GFA
Stockyard	H	P	24	1/employee on largest shift
Residential Uses	(i)	LI	(C)	
Public & Semipublic	(i)	LI	(C)	
Accessory Use		P	13	
Daycare Facility	M	P	22;30;42	1/4 clients + 1/employee
Remote Garbage/Rubbish Removal	H	C	34	2/1000 GFA (minimum 5 spaces required)
Solar Farm	L	C		
Telephone and Telegraph Services	L	P	32	1/employee on largest shift
Utility Service Facility	M	P	31	1/employee on largest shift
Wastewater Treatment Facility	H	P	15	
Water Treatment Facility	H	P		
Business & Personal Services	(i)	LI	(C)	
Accessory Use		P	13	
Air Cargo and Package Service	H	P	6	3.3/1000 GFA + 1/employee
Air Craft Charter Service	L	P		1/employee + 1/4 seats in waiting area
Appliance Repair	L	P	6	2/1000 GFA + 1/employee
Convenience Storage	M	P	4;6;21	
Electrical Repair	L	P	6	2/1000 GFA + 1/employee
Exterminating Service	L	P		
Gunsmith	L	P		3/1000 GFA
Industrial Equipment Repair	L	P	7;16	1/service bay + 1/employee on largest shift
Kennel, comm. animal breeding ops.	H	P	10;15; 53	
Locksmith	L	P		3/1000 GFA
Office	L	P		1.3/1000 GFA
Office Equipment Repair	L	P	6	2/1000 GFA
Parking Facility	H	P	31	
Small Engine and Motor Repair	L	P	6;21	
Taxidermist	L	P	6	2/1000 GFA
Upholstery Service	L	P		3.3/1000 GFA
Veterinary Service (Indoor)	H	P	15	
Veterinary Service (Outdoor)	M	P	10; 15	
Retail & Wholesale Trade	(i)	LI	(C)	
Accessory Use		P	13	
Auction House	H	P		1/4 seats
Bakery (Wholesale)	L	P	7;15	
Building Materials	H	P	7;31	5/1000 GFA + 1/employee
Fertilizer Sales (Packaged)	M	P	7;21	
Florist (Wholesale)	N	P		5/1000 GFA sales area + 1/employee
Garden Center	H	P	53	2.5/1000 GFA
Gunshop	M	CU		
Heavy Machinery Sales	M	P	7	2/1000 GFA enclosed sale area + 1/2500 GFA open sales area + 1/employee
Industrial Supplies	L	P		2/1000 GFA + 1/employee
Office Showroom	M	P		2/1000 GFA + 1/employee

See Second Page

**Uses highlighted in red boxes are all permitted/conditional in the multi-use Business or Industrial Center.

P= Permitted
 C=Conditional
 L=Low Intnsity
 M=Medium Intensity
 H=High Intensity

EXHIBIT FOUR: Use Permitted in the LI Zone with Parking standards included continued...

Automotive & Transportation	(i)	LI	(C)	
Accessory Use		P	13	
Automotive Paint Shop	L	P		
Automotive/Boat Repair Shop	H	P	6	1/service bay + 1/employee on largest shift
Automotive Tire Repair	M	P	7;21	
Cold Storage Plant	L	P		1/employee on largest shift
Gasoline Services Station	H	P	7	1.5/fuel nozzle + 20/1000 GFA enclosed area
Transfer or Storage Terminal	H	P	7	
Trucking Terminal	H	C	31	
Wrecker Service	M	P	7	
Amusement and Recreational	(i)	LI	(C)	
Accessory Use		P	13	
Park and Recreational Services	H	P	14;20	1/10,000 sf outdoor + 1/1000 sf indoor
Manufacturing, Mining	(i)	LI	(C)	
Accessory Use		P	13	
Apparel	H	P	7;16	3/1000 GFA
Appliance Assembly	H	P	7;16	
Beverage Products	H	P	7;16	
Bottling Machinery	L	P	7;16	
Comm. Printing	H	P	6	1/employee on largest shift + 1/vehicle used in operation of industry
Construction Trailer	L	P	17	1/employee on largest shift + 1/vehicle used in operation of industry
Electronic Devices and	L	P	7;16	1/employee on largest shift + 1/vehicle used in operation of industry
Engineering and Scientific	L	P	7;16	1/employee on largest shift + 1/vehicle used in operation of industry
Food Products	M	P	15	
Furniture	H	P	15	1/employee on largest shift + 1/vehicle used in operation of industry
General Contractor	M	P	15	1/employee on largest shift + 1/vehicle used in operation of industry
Jewelry Products	L	P	7;16	1/employee on largest shift + 1/vehicle used in operation of industry
Laboratories	M	P	17;16	
Leather Goods	L	P	7;16	1/employee on largest shift + 1/vehicle used in operation of industry
Machine Assembly	M	P	15	1/employee on largest shift + 1/vehicle used in operation of industry
Machine Shop	H	P	15	1/employee on largest shift + 1/vehicle used in operation of industry
Metal Fabrication	H	P	15	
Metalworking Machinery	M	P	15	1/employee on largest shift + 1/vehicle used in operation of industry
Musical Instruments	L	P	7;16	1/employee on largest shift + 1/vehicle used in operation of industry
Office and Computer Equipment	H	P	7;16	1/employee on largest shift + 1/vehicle used in operation of industry
Optical Instruments and Lenses	L	P	7;16	1/employee on largest shift + 1/vehicle used in operation of industry
Paper Products	M	P	15	
Plastic Products Assembly	H	P	7;16	1/employee on largest shift + 1/vehicle used in operation of industry
Plating and Polishing	L	P	15	
Sign and Advertising Displays	L	P	7;15	1/employee on largest shift + 1/vehicle used in operation of industry
Warehousing and Distribution	H	P	7;16	1/employee on largest shift + 1/vehicle used in operation of industry
Watches and Clocks	L	P	7;16	1/employee on largest shift + 1/vehicle used in operation of industry
Welding	L	P	7;15	1/employee on largest shift + 1/vehicle used in operation of industry
Wood Products	M	P	7;15	1/employee on largest shift + 1/vehicle used in operation of industry
Adult Oriented Business	(i)	LI	(C)	
Multi-Use	(i)	LI	(C)	
Business or Industrial Center	H	P	22	Varies by use above in red boxes
Comm./Industrial Adaptive Reuse		P	22; 56	*Requires Sewer

****Uses highlighted in red boxes are all permitted/conditional in the multi-use Business or Industrial Center.**

P= Permitted
C=Conditional
L=Low Intensity
M=Medium Intensity
H=High Intensity

EXHIBIT FIVE: Use Determination form

7/28/2021

Monroe County Planning Department

601 N Morton Street, Suite 224

Bloomington, IN 47404

812-349-2560

USE DETERMINATION

NOTE: Any expansion or change from the description provided to staff using this form may change the use determination.

*****THIS IS NOT A PERMIT*****

Use Determination:	See comments.
Zoning of the Property:	AG/RR
Current Use of the Property:	Vacant
Owner Name:	Ah & Sh LLC
Considered a Change of Use:	Yes
Ordinance Reference:	Chapter 802
Township and Section:	Washington // 28
Zoning/ Floodplain:	AG/RR / No Floodway
ECO:	N/A
Property Setbacks:	Front 35' from ROW; Non-residential Side and Rear is 50'
Parcel #:	63-02-28-100-006.000-017
Constraints/Notes:	<p>USE-21-39</p> <p>Use Determination Owner Name: AH & SH LLC Owner Address: C/o BWGS, LLC, 1410 Hancock Parkway, Mooresville, In 48158 Parcel Number: 63-02-28-100-006.000-017 Alt Parcel Number: 011-06530-02 Property Address: 7850 N Wayport Rd, Bloomington, In 47404 Legal Description: 011-06530-02 PT E1/2 E1/2 28-10-1W 6.65A; PLAT #5 Applicant: R. J. Myers, 7333 S Whippoorwill Lane, Bloomington, Indiana 47401 Future - VJ-Team, LLC</p> <p>Use Determination Request Primary use will be manufacturing services support for the local medical device manufacturing industry. This will consist primarily of printing and metal cutting and forming operations. Other local industries with similar needs will be courted too. White label manufacturing (such as custom printing on purchased cell phone cases) is also anticipated. There is also a desire to provide controlled environment storage for individuals and businesses and renting floor space for small start-ups in the area is also under consideration, as long as the primary focus does not crowd them out. All manufacturing and storage of material will be within the building.</p> <p>Zoning: Agricultural/Rural Residential (AG/RR)</p> <p>Use Determinations Primary Use: Commercial Printing or Metal Fabrication</p> <p>The Monroe County Zoning Ordinance defines Commercial Printing as follows: Commercial Printing. Establishments primarily engaged in letterpress and screen commercial or job printing, including flexographic; in printing by the lithographic process, in engraving and plate printing; in gravure printing; or in printing newspapers, periodicals, books, greeting cards, and so forth.</p> <p>Chapter 802/Page 24</p> <p>Commercial Printing is a permitted use in the General Business (GB), Light Industrial (LI) and Heavy Industrial (HI) Zoning District. It is not a permitted use in the Agricultural/Rural Residential (AG/RR) zoning district.</p> <p>The Monroe County Zoning Ordinance defines Metal Fabrication as follows: Metal Fabrication. An establishment involved in fabricating any of the various opaque, fusible, ductile and typically lustrous substances that are good conductors of electricity and heat.</p> <p>Chapter 802/Page 24</p> <p>Metal Fabrication is a permitted use in the Light Industrial (LI) and Heavy Industrial (HI) Zoning District. It is not a permitted use in the Agricultural/Rural Residential (AG/RR) zoning district. However, the BZA</p>

1/2

7/28/2021

granted a Use Variance for metal fabrication for this property. See attached report and results letter. The use variance runs with the land. Activities under the Use Variance 1905-VAR-28 would be limited to Metal Fabrication with the conditions of the variance.

There is also a desire to provide controlled environment storage for individuals and businesses and renting floor space for small start-ups in the area is also under consideration, as long as the primary focus does not crowd them out. All manufacturing and storage of material will be within the building.

***Previous Use Determination document listed Condition 56 for Commercial / Industrial Adaptive Reuse. This was inserted in error.

***Revised use determination.

Use of the property as mixed use would require rezoning the property to Light Industrial and compliance with the requirements for a Business/Industrial Center in Chapter 802:

(10) MULTI-USE

Business or Industrial Center. A site developed and operated under single or common ownership to include of a mix of industrial and/or commercial uses where the majority of uses are permitted under the Business and Personal Services, Retail and Wholesale Trade and Manufacturing, Mining, Construction and Industrial use categories, with customer and employee parking provided on-site, provisions for goods delivery separated from customer access, aesthetic considerations and protection from the elements, and landscaping and signage in accordance with an approved plan.

Condition #22. Permitted after site plan approval by the Plan Commission or Administrator.

Additional Notes:

-Special Exception received in 1995 to allow Worm's Way.

-One limiting factor for this site is that it is not connected to sewer.

Reviewed by:

Tammy Behrman

USE-21-39

This is an e-permit. To learn more, scan this barcode or visit monroecountytn.viewpointcloud.com/#records/2567



EXHIBIT 6: Petitioner response letter to PRC

Re: Wayport Road Rezone to Light Industrial – Response to PRC questions concerning waste water and processes.

Dear Tammy and Planning Review Committee,

It is our understanding that the Committee has 4 areas of concerns or questions. 1) What processes/uses will the property be used for? 2) Will the waste water generated be excessive for the commercial septic system present on the property? 3) How would the neighboring subdivision be impacted? 4) What uses would be allowed if the property was sold? We will attempt to answer each of these in detail so it will be possible for the most informed decision to be made.

It is challenging for a new start up business to be extremely precise with what they will do because their customer base is not firmly established and to avoid failure they may need to pivot and focus on something that they were not planning on being deeply involved in or something entirely new. The customers determine much of the businesses direction.

Targeted Processes/Uses – And Anticipated Water Consumption

Printing

Multiple versions of printing are anticipated.

LASER Marking or printing – This would be performed on plastics or metals, typically stainless steel. No waste water is directly generated by this process but it is possible that parts will be cleaned with water and a detergent. It is unlikely that this would generate more than 20 gallons of waste water per day, when in production.

Ink Jet and Pad Printing – This can be a UV, heat cure or air dry process. Typically the parts are received clean enough that they require no cleaning prior to being printed. They do sometimes require surface modification to allow them to accept the ink. This is typically done with a plasma treatment process which uses no water.

Peripheral processes – The printing process requires fixtures to locate the parts being printed which will require fabrication. This is typically done by machining and engineering plastic, or aluminum. It may also be necessary to 3-D print fixtures or other miscellaneous parts. Parts fabricated must be cleaned before use, so they may be cleaned with water and a detergent. This would not be a daily operation, so would probably only generate about 5 gallons of waste water per week.

Printing processes (except LASER) can generate a small amount of waste ink and solvents. These would be contained and disposed of using a licensed vendor. Because of the small scale of the business it might take a year to fill a 55 gallon drum.

Metal Forming/Cutting

Metal Forming – This is typically the bending/forming of Stainless Wire or the bending/forming of stainless tubing to meet exacting specifications. Sometimes heat must be applied to anneal the material. This process is typically done with precision fixtures or automation but sometimes is done using manual tools. There is no water used in this process, but like LASER marking may require cleaning post process, probably no more than 20 gallons of waste water per day, when the process is formed.

Metal Cutting – There are multiple types of processes involved. Metal cutting can range from the use of hand tools, abrasive cutting wheels, water jet to precision cutting machines calibrated to hold tight length tolerances. LASER cutting is also a possibility. Again, no water is used in these processes (except water jet) but post process cleaning may or may not be required, probably no more than 20 gallons per day, when product is processed. The water jet process uses the same water over and over but due to evaporation and some spillage additional water has to be added. The water would most likely need to be changed on an annual basis, but the volume is unknown since we do not have this equipment and don't know what size it would be. It is possible it could be 100 gallons or more.

Specialized metal cutting processes – To deburr or sharpen metal sometimes a electro-mechanical/polishing machining can be used. This process requires a post process rinse and cleaning process. Parts are typically very small and the rinse water volume is not great. This process could generate a couple gallons of post process rinse water and perhaps 5 gallons of cleaning water.

Injection Molding

This process uses plastic pellets which are melted down to a liquid consistency that can be injected into a mold cavity. Typical parts are no larger than a golf ball and most are closer in size to a small marble. Insert molded parts tend to be long and slender, more like a straw. This process uses chilled water to cool the mold after it has been filled, but the water is circulated and not discarded. To require any secondary cleaning would be highly unusual.

Ultrasonic Cutting, Staking or Welding

This process uses ultrasonic presses to join materials without the use adhesive or to cut them cleanly. No water is used and no post process cleaning is typically required.

Adhesive Joining of Materials

It is a common practice to use a variety of different adhesives to join parts together. These can be UV or air dry. It is unusual for an pre or post cleaning to be required.

Soldering

Silver soldering is a common practice used to join stainless parts together or to help provide a smooth transition. Flux is typically used to help the flow of the solder and the joints do require cleaning. Parts are typically very small and large volumes can be cleaned with 5-10 gallons of water, when the process is performed.

Welding

Spot welding of parts may on occasion be needed, but this and conventional gas or tig welding are very unusual. Cleaning would be required if the process was done on a product or a fixture to come into contact with a product.

Part Assembly

It is likely that some manual or automated assembly of parts will be performed. Parts will be snapped or screwed together and this may be done with a calibrated torque wrench or a press. Sometimes glue is used too. Typically no post cleaning is required.

Plastic Cutting, Forming or Sealing

Manual or automated cutting of plastics is a common practice as is the sealing of product into packaging. No post cleaning of these processes are typically performed.

Plastics can also be heated and shaped or joined to desired forms manually or with automation. If the process uses a release agent then post process cleaning with IPA or water and detergent may be required. Water volumes would be dependent of production volumes but 10 gallons of water/day would probably be sufficient.

Coating Processes

Frequently there is a desire with medical devices to add a coating to the surface of the part to modify its surface friction. The mixing of the coatings does require processed water but this water is consumed by the process when it is cured, much like the printing processes referenced earlier. On occasion it is necessary to clean some of the parts as they are received to eliminate any surface contamination and this can be done using plasma treating or cleaning with water and detergent followed by a rinse cycle. The volume of water would be dependent on the production volume but probably would not exceed 20 gallons per day.

Miscellaneous Other Production Processes

As is true for most all manufacturing processes there are also inspections, testing (destructive and non-destructive) required to insure that quality standards are being met. Minimal water or no water is required for these tests and most likely there would be nothing that would go down the drain.

There are other proprietary processes that potentially VJ-Team might seek import from medical device manufacturers. This could entail the transfer of stainless to product and the heating of assemblies in ovens to laminate parts. There are also processes that use equipment to dimple materials to enhance their visualization in ultrasonic procedures. None of these processes require any significant use of water and in some cases it is detrimental to their process.

Additional Information on Water Use

All of the water that would be used in a cleaning process would not be typical city water. Ultra purified water is required for the cleaning of the product and production fixtures. The equipment that is required to supply this water is quite expensive and the larger volume it supplies the higher it's price. It is anticipated that we would start with a system that could only provide 100-200 gallons per day, so this will obviously limit the volume of water that would be used to clean with. An alternative to this processed water system would be to use purified distilled water supplied in 1 gallon jugs, but this will be avoided if at all possible or limited to the first production volumes.

Non-Targeted but Possible Other Uses

If VJ-Team is not able to generate sufficient production volumes of medical device work it will work to find alternative options. Using the printing and other processes outlined earlier, or possibly hydro-dipping, it may be necessary to print White Label products for various advertising or promotional needs. This could possibly generate the need for a commercial activity to sell some of the items in the local market and probably minimally require the creation of a showroom area.

Also, since there is more square footage of building available than VJ-Team will be able to initially use it may be that office space could be created for other start up companies that can't afford to purchase their own building or can't find affordable space in the local market. In addition to this alternative source of income VJ-Team might be able to rent space to individuals seeking a humidity and temperature controlled environment for high value materials or possessions (while observing required setbacks). In addition others sources of income might be involved with IT operations, data management, decentralized digital currency, real estate, energy management, research, retail services and e-commerce.

Impact to Neighbors Past, Now and in the Future

A review of the GIS website Elevate appears to show that the Worm's Way facility was built and in full operation prior to the build out of the addition closest to the facility. Having a working business at this location would not be a new occurrence. The amount of traffic and activities around the facility at that time is unknown by VJ-Team, but based on Worm's Way's need to expand into the larger facility to the North, it would seem reasonable to assume it was a very busy place.

We would encourage all of the members of the committee that have not already visited the site to do so. You will find it a pleasant area to walk, with the exception of the highway traffic on SR37. The houses of the nearest residences (except the one abandoned next to Bloomington Auto Parts) are not visually obvious. I suspect the building being between them and the highway knocks down some of the sound. By the very nature of all of the products and processes that VJ-Team is looking at none of them occur outside. A requirement for all production processes to be performed inside the building would not be a problem for VJ-Team and could be potentially be imposed on future buyers.

With the exception of a small increase in traffic and the sight of vehicles parked around the building we would anticipate that the impact to the neighborhood would be very minimal and probably less than some of the currently permitted uses that could happen.

In conclusion the activities we are proposing are NOT water use intensive and the commercial septic system available should be more than sufficient. If we are able to do all of the processes outlined above we will have exceeded our wildest dreams of success. We will be very fortunate if we are able to be able to perform 2 or 3 of them.

The probability of our success diminishes daily as our potential customers meet their needs with other suppliers or alternative manufacturing locations.

Impact to the neighborhood will be about as minimal as possible and still have activities occurring in the building. VJ-Team can not predict what potential difficulties would occur in the future if another entity becomes in control of the facility. You would hope that they would recognize the limitations of the facility and not purchase it if it could not be used in a compliant manner.

Please let us know if you have any additional questions and we will work to provide you with answers ASAP. If you have questions, and it is permitted, you can call my cell at 812-369-7071 and I will do my best to answer them.

Best Regards,

Joe Myers
President VJ-Team, LLC

EXHIBIT 7: Director's response to PRC discussion of uses requiring septic vs sewer

At the September 9, 2021 Plan Review Committee, the PRC request staff to develop a list of Light Industrial uses that would be appropriate in a Light Industrial (LI) zone when a municipal wastewater sewer was unavailable. Reviewing chapter 802, the only use in the LI zone specifically requiring public sewer service is Commercial / Industrial Adaptive Reuse:

56. Commercial / Industrial Adaptive Reuse sites may be further developed and used as follows and subject to the following conditions:

- a) Additional buildings and structures may be constructed or placed on the site;*
- b) Multiple uses may be established in the existing and new buildings and structures;*
- c) All uses established must be permitted uses in the zone district;*
- d) Sewer service must be present and available to serve the site;*

All other Light Industrial uses are permitted, subject to site plan review. Chapter 815 has the following submission requirement:

- (s) all other permits, certificates and/or approvals required from any State or local agency relative to the use or improvement of the subject property or to the use or installation of public improvements which may serve the subject property (e.g., Indiana Department of Transportation approval of State highway improvements, private sewage disposal system permit from the Monroe County Health Department, etc.).*

The Monroe County Code has the following requirement for commercial on-site sewage disposal systems:

365-7. Installation, Construction, Maintenance, Operation, and Repair Requirements

(A) At any commercial facility which is not connected to a public sewer system, and where no public sewer system is available, there shall be established, installed, constructed, maintained, operated, and, if necessary, repaired a private sewage disposal system that shall comply with the standards of the State Department of Health as contained in Rule 410 I.A.C. 6-10, Bulletin S.E. 13 and amendments thereto or in such other manner as approved by the State Department of Health. Rule 410 I.A.C. 6-10 and Bulletin S.E. 13 are incorporated by reference as part of this Section, and two (2) copies are filed in the office of the County Auditor and the Health Department for public inspection.

(B) Any commercial facility which is to be served by an on-site sewage disposal system shall obtain a Monroe County permit for the installation of a private sewage disposal system and the approval for such from the Indiana State Department of Health and approval of the installed system by the Monroe County Health Department.

The need for a public sewer system is highly dependent on the type and intensity of the use (the number of employees and customers as well as the particular commercial or industrial activity on the site). The appropriateness of an on-site sewage disposal system is highly dependent on the characteristics of the site (size of lot, soil characteristic, steep slope).

In general, staff would not support a zoning map amendment to a commercial or industrial use when sewer is unavailable. However, should the property be rezoned to Light Industrial (LI), a site plan could not be approved without a finding of sufficient treatment capacity for the proposed use. Since the zoning is only for the single lot with existing structures, site plan review provides an adequate limitation on expansion beyond the capacity of an on-site sewage system.

EXHIBIT 8 Pre-design PRE-52 discussing options



Monroe County Planning Department
501 N Morton Street, Suite 224
Bloomington, IN 47404
812-349-2560

Monroe County Pre-Filing Conference

Pre-filing #: PRE-52

Note this is not a permit

Property Owner:	Ah & Sh LLC
Representative Name:	R. Joe Myers
Contact Info:	SouthsidejoeM@aol.com /
Date:	May 27, 2021
Planner:	Tammy Behrman
Township and Section:	Washington // 28
Subdivision:	Worms Way Type A
Lot:	Lot A
Zoning:	AG/RR
Parcel #:	53-02-26-100-006.000-017
Type of Petition or Request/Proposed Use:	See Use Determination

Checklists Provided:	Rezone / Commercial Site Plan linked below	Historic Preservation Overlay:	No
Setbacks:	F: 35' Side & Rear 50' for nonresidential structures	Riparian Areas:	No
Floodplain:	No	New Address Needed:	No
Wetlands:	No	Rule 5 Required:	No
ECO Area:	No	Driveway Permit Required:	Yes
Concern about Slopes:	No	Right-of-way Dedication Required:	No
Karst/SCAs Required:	No	Septic Permits Required:	Yes
Easements Impact Buildable Area:	No	Sewer Access:	No
Business Industrial Overlay:	No	Need for Variances or Waivers:	
Sidewalks Triggered:	No	Waivers or Variance Description:	
Street Trees Triggered:	No		
Road Improvements Triggered:	No		

Notes:

Each lot is allowed one primary use per lot. If only doing Metal Fabrication use then only a site plan amendment would be required. The Use Variance is only applicable if you wanted to only use the Commercial Printing Use. From the discussions and documentation reviewed by staff it sounds like this proposal is a multi-use and the Business/Industrial Center would work well for that. The other alternative for multi-use is to develop a Planned Unit Development which is quite involved, often takes more time and would begin a rezone to PUD. Advantages might be to set a specific uses and design standards unique to the lot. You would essentially create your own ordinance and it must be written with all the details.

Rezone Application: <https://monroecountyin.viewpointcloud.com/categories/1085/record-types/6475>

Only a rezone could be used to allow the multi-use Business /Industrial Center per the Director. The use is permitted in

1/3

three zoning districts: General Business (GB), Light Industrial (LI), and Heavy Industrial (HI). A review the Chapter 802 Use Table in the Zoning Ordinance will assist with weighing the options for which zone might best be accommodated at this location and also be able to gain support from the Plan Commission and County Commissioners.

-A limiting factor is no access to sewer.

-Previous Use Variance petition garnered much interest from the adjacent neighborhood.

If the rezone is approved then a commercial site plan (Chapter 802, Condition #22) would be required and would require full compliance with commercial site plan standards. A pre-filing is recommended for this step to discuss landscaping/parking requirements and discuss other design standards required and any variances that might be requested. Here is the link to the Commercial Site Plan Review application.

<https://monroecountyin.viewpointcloud.com/categories/1085/record-types/6614>,

The application references the required site plan details in the Monroe County Zoning Ordinance

https://www.co.monroe.in.us/egov/documents/1620851241_11715.pdf

Additional Information:

This information is meant to provide general assistance for filing a petitioning with the Plan Commission. Feedback provided on/with this form is based on information presented at the time and does not constitute approval of any kind. The pre-filing conference is intended only for the above purposes; neither the developer nor the jurisdiction is bound by any decision made during a pre-application conference. Petitioners are strongly encouraged to consult the Monroe County Zoning Ordinance, Monroe County Subdivision Control and the Comprehensive Plan where appropriate.

For Proposed Subdivisions, Predesign Conference Requirements, Purposes, Objectives and Procedures can be found in Monroe County Subdivision Control Chapter 854-4 and 854-5.

For Proposed Subdivisions, Pre-Application Conference Requirements can be found in Monroe County Zoning Ordinance Chapter 826-3.

For Proposed Plan Unit Developments, Predesign Conference Purpose and Requirements can be found in Monroe County Zoning Ordinance Chapter 811-4 and 811-5.

Per the Zoning Ordinance:

Staff must conduct a site visit as part of the evaluation of the petition. Site visits may be conducted at a reasonable time and without prior notification to the property owner. Plan Commission and other board members who are participating in the evaluation of the petition may also conduct site visits at a reasonable time and without prior notification to the property owner.

You may be required to consult the following County departments and resources:

Building Department (812) 349-2580

Highway Department (812) 349-2555

Health Department (812) 349-2543

Recorder's Office (812) 349-2520

Monroe County Website <https://www.co.monroe.in.us/>

Monroe County Zoning Ordinance [See Our Website](#)

Monroe County Planning Department <https://www.co.monroe.in.us/departments?structureid=13>

PRE-52

To learn more, scan this barcode or visit monroecountyin.viewpointcloud.com/#/records/3169



EXHIBIT 9: Letters of Opposition (8 total)

August 26, 2021

Bryan Booze
7970 N Thames Drive
Bloomington, IN 47408
(812) 322-2950

Monroe County Plan Review Committee
Monroe County Government Center
Planning Department
501 N Morton St.
Suite 224
Bloomington, IN 47404

Dear Committee Members,

I am writing in response to the current proposal to rezone the Worm's Way Property from status AG/RR "Agriculture / Rural Reserve" to LI "Light Industrial" (Reference REZ-21-3). I am a resident in Windsor Private, the neighborhood immediately to the north of the property.

I attended (virtually) the review meeting held on 8/12/21 and have also reviewed the applicable documentation. I am writing to request that rezoning from AG/RR to LI be denied.

In short, my thoughts on this matter are:

- As the Worm's Way property sits adjacent to an established residential area, rezoning to any commercial purpose beyond the current AG/RR level would be detrimental to the property values and environmental safety of the current residents.
- VJ-Team has provided no detailed information regarding their manufacturing intentions for the property. Without any further detailed information from VJ-Team to better define their intentions, processes, volumes, etc., it would be completely irresponsible for the Monroe County Plan Commission to approve the rezoning request from AG/RR to LI at this time.
- I believe the rezoning of the Worm's Way property to LI for a very small-scale manufacturing firm is overkill and sets the stage for the degradation of Windsor Private's environment, the safety of its residents, and general value.
- I fail to understand why a variance to the AG/RR zoning was granted to Jerden Industries in 2019 for small-scale machining / manufacturing operations, but that same approach could not be considered here, assuming that VJ-Team can provide sufficient detail regarding their intended operations, limitations, scale, etc. to justify such a variance. Following the rejection of their

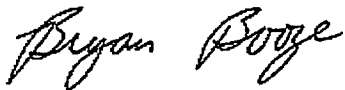
current rezoning request, VJ-Team could be given the option of submitting a request for the smaller scale variance, similar to that previously granted to Jerden Industries.

- Rezoning this location from AG/RR to LI at this time on nothing more than the very light information provided by VJ-Team sets the stage for a complete lack of control over how the property might be utilized following VJ-Team's future departure, which they have already alluded to in their rezoning request.

This last point represents my strongest objection to the rezoning of the property from AG/RR to LI at this time. If that is permitted, the Windsor Private neighborhood, and the Oliver Winery environment immediately to our north are completely at risk for a much greater level of harm in the future should much larger and/or environmentally damaging firms occupy the property.

Thank you for your time.

Regards,

A handwritten signature in cursive script that reads "Bryan Booze".

Bryan Booze



Thu 9/9/2021 12:40 PM

Andrew Long <along1968@gmail.com>

Opposition to rezoning of Worms Way property to LI.

To: Tammy Behrman; Andrew Long; Vonda Long

Action Items

To Ms. Behrman, the Monroe County Plan Review Committee and the Plan Commission,

We are one of the residents in the Windsor Private executive neighborhood behind the Worms Way property. Please consider this our formal notice opposing the requested change in zoning for the Worms Way project at 7850 N. Wayport Rd.

The proposed change in zoning will have a negative impact on our property and our neighborhood. Our neighborhood enjoys rural peace and quiet that would be ruined by a rezoning to light industrial. While the petitioner themselves may not initially be a major impact, the change in zoning will. When the petitioner sells and some other industrial manufacturing company moves in, who knows what that may be. Anything besides the current zoning would not be consistent with the residential and agricultural usage of the area.

The activities of the petitioner and any subsequent companies that may move in are not beneficial to a residential neighborhood. Not only would there be noise and smell from business activities, but extra truck and car traffic will create noise that currently does not exist. Wayport Rd is also a road where there is foot, horse, and bicycle traffic. Increasing truck and other traffic to support an industrial or manufacturing business is not conducive to a safe family environment.

The current use of the area is residential and agricultural. There is no infrastructure to support an industrial type business at this location. There are plenty of other locations in Bloomington that are either vacant or already zoned for LI, and turning a beautiful residential area into an industrial zone is not necessary or wanted. This will negatively impact our neighborhood and surrounding home values. Any appraisal for a potential purchaser would list we are adjacent to a light industrial zoned property. This will definitely affect our home and our neighborhood values.

Also, the staff said in the planning packet that they recommend forwarding a "negative recommendation" to the Plan Commission based on the petition's incompatibility with the Monroe County Comprehensive Plan.

We ask that the Plan Review Committee and the Planning Commission do the right thing for our neighborhood and surrounding area and reject the rezoning petition sought by the Petitioners.

Please confirm you received this email.

Sincerely,

Andrew and Vonda Long
7871 N Wexford Ct,
Bloomington, IN 47408



Wed 9/8/2021 1:35 PM

Patel, Pankaj K <ppatel@indiana.edu>

RE: requested rezoning of Worms Way property

To: Tammy Behrman

Cc: 'Annette Hill Briggs'; Lorne.Aubin@oldnational.com; Bryan Boozie (bboozie@aol.com)

Signed By: ppatel@indiana.edu

Important

You replied to this message on 9/8/2021 3:04 PM.

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Ms. Behrman: I echo Annette's sentiment below. I too oppose the rezoning of Worm way property located on N Wayport road. I am also resident of Windsor private neighborhood. Commercially zone property next to residential area in not desirable and it will have adverse impact on quality of life and property values.

Please consider this e-mail as my official opposition to rezoning of said property. My address home address is 7860 N Thames drive, Bloomington, IN. 47408

P.K. Patel, PE

University Engineer & Director of Engineering
Indiana University. (812) 855-7894 (v): ppatel@iu.edu



Wed 9/8/2021 1:23 PM

Annette Hill Briggs <ahillbriggs@gmail.com>

requested rezoning of Worms Way property

To Tammy Behrman

Important



You replied to this message on 9/8/2021 2:25 PM.

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

[Bing Maps](#)

[Action Items](#)

[+ Get more apps](#)

Ms. Behrman ~ As a homeowner in the Windsor Private neighborhood adjacent to the Worms Way property, I am writing to express my opposition to the rezoning request coming before the County Commission. Such rezoning leaves open the possibility of unpredictable changes by future owners of the Worms Way property that I fear may severely compromise the quality of life in our neighborhood as well as the value of my property. Please see that my note of opposition is registered with the Commission as they make their decision. Sincerely,
Annette Hill Briggs
7841 N Thames Dr,
Bloomington, IN 47408

Annette Hill Briggs, pastor
University Baptist Church
Bloomington, IN 47401

[Reply](#) [Reply All](#) [Forward](#)



Tue 9/7/2021 3:37 PM

Stephen Brown <slbrown2@me.com>

Our comments concerning Rez-21-3 Worms Way Lot A Rezone from AG/RR to LI.

To Tammy Behrman

Important

[Bing Maps](#)

[+ Get more apps](#)

We live at 7921 N. Thames Drive, Bloomington, IN 47408.

We would like to voice our total opposition to Rez-21-3 Worms Way Lot A Rezone from AG/RR to LI.

The Worm's Way property sits adjacent to our resident and to an established residential area.

The rezoning to any commercial purpose beyond the current AG/RR level would have a detrimental effect to our property value, increase traffic noise and create congestion on a 2 lane service drive.

Plus, without any detailed information from VJ-Team to better define their intentions, processes, volumes, etc., it would be completely irresponsible for the Monroe County Plan Commission to approve the rezoning request from AG/RR to LI.

Again, we're totally against the rezoning to LI.

Steve & Beverly Brown

September 8, 2021

Lisa Kinder
7900 N Thames Drive
Bloomington, Indiana 47408
(812) 935-5296

Monroe County Plan Review Committee
Monroe County Government Center
Planning Department
501 N Morton Street, Suite 224
Bloomington, Indiana 47404

Dear Monroe County Plan Review Committee:

The purpose of my letter is to ask the Committee to reject the request for rezoning of the Worms Way property from AG/RR to LI. I live in the Windsor Private neighborhood just to north. Windsor Private is a thoughtfully developed small community featuring estate size lots and large upscale homes. I am concerned that approval of zoning to LI could potentially have a detrimental impact on the future resale of my home and property value.

From reading Exhibit 6: Petitioner response letter to PRC from the September 9, 2021 meeting packet, my impression is that VJ-Team has ideas about their potential business activities but no firm contracts to provide medical device production services. Likewise, Mr. Myers includes ideas of contingent business activities that may be provided in the event they are unsuccessful in securing a sufficient volume of medical device work.

It is my opinion that the request for change of zoning is premature and should not be considered until VJ-team has obtained contractual commitments that support their business plan and therefore can substantiate the business necessity to request a zoning change to the Worms Way property. I respectfully ask the Committee to deny the request.

Sincerely,

Lisa Kinder



Wed 9/8/2021 3:54 PM

Mike hostettler <lawpurdue@gmail.com>

REZ-21-3 Worms Way Lot A Rezone from AG/RR to L1 Letter in Opposition

To: Tammy Behrman

Cc: Mike hostettler; Rodger Smith; Bryan Booze

[Bing Maps](#)

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Ms. Tammy Behrman, AICP
Senior Planner
Monroe County Government Center
Planning Department
501 N. Morton St.
Suite 224
Bloomington, IN 40404

Re: Rezone of Worms Way Lot A

To the Monroe County Plan Review Committee and the Plan Commission,

As homeowners and residents of the affected area, please consider this our formal notice opposing the requested change in zoning for the Worms Way project at 7850 N. Wayport Rd., Bloomington as sought by Petitioner, V-J Team.

We are owners, residents and members of the Windsor Private Homeowners Association and thus live directly adjacent to this property. The proposed change in zoning will have immediate and consequential adverse impacts on our property, our homeowners association and the immediate surrounding area.

The area is primarily residential or low impact business with little adverse reactions to the peace and quiet we enjoy. A rezone to L1 will open up the Worms Way property to a multitude of industries and businesses, many of which would not fit in with the current and existing usage of the area.

Beyond potential harm to the area, the current use plans provided by the petitioner will present environmental issues that will adversely affect the use and value of the area. Each process noted by Petitioner as an element of the work to be performed on the property include actions that are not conducive to residential areas. Soldering, welding, metal forming and cutting, plastic injection molding, ultrasonic cutting and welding, use of chemical adhesives, coating, plastic sealing and forming, are not activities considered beneficial to any residential area. Some of these activities produce toxic fumes, noises, excessive sewage demands, which are not conducive to a residential area and would without little doubt cause adverse impacts to the quiet enjoyment of the area and value of the homes.

Petitioners state that because the Worms Way space exceeds their current needs they will also likely rent the space to several businesses all of which would produce additional traffic and burdens upon the water and sewage disposal capacities at the property. Some of the possible tenants listed by Petitioner could produce 24/7/365 use which would have a dramatic impact upon the quiet enjoyment of our homes and property, and would impact the local wildlife one of the many reasons we bought and moved to the area.

Petitioner also mistakenly characterizes the prior use of the property by Worms Way as a "very busy place", that is incorrect. There was little additional daily traffic generated by Worms Way and there was no production of any plastics or metals and no activity that produced potentially toxic impacts onto the environment. We are not aware of precisely why Worms Way moved locations but it is my understanding that a need to expand the size of its footprint was not one of the moving issues. The current use of the area is substantially residential and agriculture. There is no shortage of available industrial space in Bloomington and Monroe County already zoned for the uses planned by Petitioner. There is no need to turn yet one more beautiful, quiet, clean agricultural/residential area into an industrial complex. A short review of commercial areas available for purchase or rent confirms over 35 such properties. To destroy the environment, the feel, use and peace of the area by creating yet one more, unneeded, industrial complex is an affront to the term good civic planning and usage and must not be allowed if we are good stewards of the land for future generations.

Moreover, as real estate appraisers and real estate valuation professionals we can attest that the activities planned by Petitioner will be a potential negative consideration upon any future residential valuation. Any real estate appraisal will have to consider the impact of an L1 zoning designation and will carry it forward as a negative encumbrance to the residential value. To rezone and allow this type of activity to devalue the existing area while other areas zoned for Petitioner's planned activities to sit vacant violates every real estate economic, development and valuation model. It makes no economic sense to decrease values in a residential area when one could increase values in existing industrial areas, that is the definition of bad planning.

We respectfully request that the Plan Review Committee and the Planning Commission protect our homes, our neighborhood and the agriculture businesses and REJECT the rezoning petition sought by Petitioners.

Regards,
Michael Hostettler
Rodger Smith

September 14, 2021

Bryan Booze – Vice President Windsor
Private Homeowners Association
7970 N Thames Drive
Bloomington, IN 47408
(812) 322-2950

Monroe County Plan Commission
Monroe County Government Center
Planning Department
501 N Morton St.
Suite 224
Bloomington, IN 47404

Dear Commission Members,

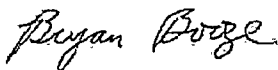
I am writing in response to the current proposal to rezone the Worm's Way Property from status AG/RR "Agriculture / Rural Reserve" to LI "Light Industrial". In this matter, I am representing the Windsor Private Homeowners Association (WPHA). Windsor Private is a neighborhood of 37 homes immediately to the north of the Worm's Way property.

Following the previous two meetings of the Plan Review Committee, and the information on this topic which resulted from those sessions, I conducted a written survey across the WPHA to determine the level of either support or opposition for the rezoning proposal. The results were unanimously in opposition to the current proposal.

The WPHA membership feels that a rezoning of the property from AG/RR to LI clearly exposes our neighborhood to social, economic, and environmental harm from future manufacturing activities which would then be allowed at this location. While the current Petitioner, VJ-Team, has expressed intentions of small-scale manufacturing and minimal impact to the surrounding area, a rezoning of the property to LI leaves Windsor Private completely at risk following VJ-Team's eventual departure or more near-term subleasing of space to other firms.

During the Plan Review Committee meetings, several members expressed the desire to assist startup firms such as VJ-Team, but agreed that a full rezoning from AG/RR to LI was overkill for their stated small-scale requirements at this location. The option to decline this rezoning request, but further pursue a solution via zoning variances specific to only this Petitioner, were discussed as well. The WPHA membership is requesting that the current rezoning proposal be rejected by the Plan Commission. Should VJ-Team decide to pursue a smaller scale variance for this same property, we would enjoy the opportunity to participate in that discussion.

Regards,



Bryan Booze
Vice President Windsor Private Homeowners Association

Letter of Opposition submitted after September 21, 2021 Plan Commission meeting.

September 22, 2021

Bryan Booze – Vice President Windsor
Private Homeowners Association
7970 N Thames Drive
Bloomington, IN 47408
(812) 322-2950

Monroe County Plan Commission
Monroe County Government Center
Planning Department
501 N Morton St.
Suite 224
Bloomington, IN 47404

Dear Commission Members,

Thank you for your time during the September 21, 2021 session regarding the rezoning of the Worm's Way property. It is much appreciated. Following the information exchanged and the decision during that meeting to take additional time to possibly derive and apply restrictions to the rezoning proposal before it is voted upon, I have a few thoughts and concerns:

1. Is this permissible per existing procedures or does the Commission have the duty to approve or reject the proposal as it was submitted by the Petitioner? The Petitioner has certainly had ample time to construct, review, revise, etc., the proposal. Is it standard procedure for the Commission to enter into an iterative process over the proposal at this late stage, or is the standard process more inline with a rejection of the proposal as it was submitted, followed by a decision on the part of the Petitioner to resubmit something different?
2. If restrictions are derived and accepted by the Petitioner and the Commission, would this still mean that the zoning of the property would be changed from AG/RR-Agricultural to LI – Light Industrial, only with restrictions? If so, the future threat to the Windsor Private neighborhood has not been reduced. Subsequent owners of this property will acquire it with a "LI" zoning, which greatly exposes the neighborhood to social, environment, and economic harm.
3. Mr. Myers expressed his view that the duration of the rezoning evaluation process is now causing him harm. Mr. Myers deliberately choose to pursue this property and this process. With respect to duration, the process has followed a normal and standard path associated with a rezoning request. His impatience with his own choice is not a valid reason to alter the process in any way.
4. Mr. Myers expressed his willingness to agree that all VJ-Team manufacturing activities will be performed indoors. This is a meaningless commitment. The assumption has always been across

all parties that manufacturing would be performed indoors. In this part of the country nearly all manufacturing operations are performed indoors unless the nature of the processes themselves require them to be outdoors. This is to allow continued operations across all hours of the day or night, and through all weather conditions and seasons. Indoor manufacturing operations such as injection molding, machining, grinding, etc., still generate noise and exhaust materials into the surrounding atmosphere. As an Indiana Licensed Professional Engineer (PE) myself in Mechanical Engineering, I am not unfamiliar with the manufacturing processes that Mr. Myers has described.

5. As the September 21 Plan Commission session was open to the public, and this topic is being extended to the October 5 administrative meeting, does this mean that at least that portion of the October 5 meeting will also be open to the public?

If necessary, I would be more than willing to discuss any aspect of this subject with the Plan Commission prior to the October 5 meeting.

Thank you again for your time.

Regards,



Bryan Booze
Vice President Windsor Private Homeowners Association

EXHIBIT 10: Draft Written Commitments from Petitioner

**COMMITMENT CONCERNING THE USE
AND DEVELOPMENT OF REAL ESTATE**

DRAFT

VJ-Team LLC and Ah & Sh LLC (petitioner and owner respectively) make the following commitment to the Monroe County Plan Commission (the "Commission") regarding the use and development of the following described real estate in Monroe County, Indiana:

Section 1: Real Estate.

Parcel Number 53-02-28-100-006.000-017

Legal Description 011-06530-02 PT E1/2 E1/2 28-10-1W 6.65A; PLAT 95

Deed Reference: Instrument Number 2002027618, recorded in the Office of Monroe County, Indiana

Section 2: Case Number. REZ-21-3, 7850 N Wayport Rd.

Section 3: Statement of Commitment. Ah & Sh LLC is the owner of the above-described Real Estate and VJ-Team LLC is acting as Ah & Sh LLCs authorized representative for the rezoning of the subject property.

On recording of the rezone of 7850 N Wayport Rd. under petition REZ-21-3, covenants, conditions and restrictions are imposed on the real estate as follows:

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

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

1. Agricultural Uses
 - a. Stockyard
2. Public and Semi-public
 - a. Remote Garbage/Rubbish Removal
 - b. Utility Service Facility
 - c. Water Treatment Facility
3. Business and Personal Services
 - a. Aircraft and Charter Services
 - b. Exterminating Services
 - c. Kennel, Including commercial breeding operations

d. Parking Facility

e. Taxidermist

f. Veterinary Services (Indoors)

g. Veterinary Services (Outdoors) - VJ-Team would like to keep one or both of these potential uses but will keep them in this document if the Commission believes they would negatively impact the neighborhood or probability of approval.

4. Retail and Wholesale Trade

a. Heavy Machinery Sales

5. Automotive and Transportation

a. Gasoline Services Station

b. Wrecker Services

6. Mining and Manufacturing

a. Bottling Machinery

b. Construction Trailer

c. Leather Goods

d. Plating and Polishing

Section 4: Additional Restrictions

a. Workforce – A maximum of 25 employees will be assigned to any given shift.

b. Production Location – All production processes will be confined to the building, no production processes will be allowed outside of the building.

Section 5: Authorization for Signature.

Joe Myers certifies that he is president of and duly authorized, and, empowered, for and on behalf of VJ-Team LLC and Ah & Sh LLC, to execute this Commitment Concerning the Use and Development of the subject Real Estate.

Section 6: Binding Effect.

Failure to honor this commitment shall constitute a violation of the zoning ordinance and shall be subject to the penalties for the violation in addition to all other enforcement remedies. This commitment is binding on the owner(s) of the above-described real estate, subsequent owners and each person acquiring an interest in the above-described real estate, including tenants and lessees. This commitment may be modified or terminated only by approval of the Monroe County Plan Commission.

Section 7: Effective Date.

The commitments contained herein shall be effective upon recording of the approval of the rezone of the 7850 N Wayport Rd Property to LI.

Section 8: Recording.

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

Section 9: Enforcement.

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

IN WITNESS WHEREOF, VJ-Team LLC have caused this Commitment to be executed as of _____ By Joe Myers, President of VJ-Team LLC and authorized agent of owner Ah & Sh LLC. personally appeared and acknowledged the execution of the above and foregoing Commitment Concerning the Use and Development of Real Estate to be a voluntary act and deed.

Joe Myers President of VJ-Team LLC

STATE OF INDIANA)
COUNTY OF MONROE) SS

Before me, a Notary Public in and for said county and state, the ____ day of October, 2021, at which time by Joe Myers, President of VJ-Team LLC and authorized representative of Ah & Sh LLC personally appeared and acknowledged the execution of the above and foregoing Commitment Concerning the Use and Development of Real Estate to be a voluntary act and

My Commission Expires _____

Notary Public

(Printed Name)

A Resident of _____ County

[illegible]

My Commission Expires _____

(Printed Name)

Page 157 of 160

EXHIBIT 11: Revised Light Industrial Use Table based on draft Written Commitments

Agricultural Uses	(i) LI (C)		Automotive & Transportation	(i) LI (C)
Agricultural Uses-Land Animal	H P 22: 53		Automotive Paint Shop	L P
Agricultural Uses-Non Animal	H P 22: 53		Automotive/Boat Repair Shop	H P 6
Feed Mill	L P 6:25		Automotive Tire Repair	M P 7:21
Stockyard	H P 24		Cold Storage Plant	L P
Public & Semipublic	(i) LI (C)		Gasoline Services Station	H P 7
Daycare Facility	M P 22:30;42		Transfer or Storage Terminal	H P 7
Remote Garbage/Rubbish Removal	H C 34		Wrecker Service	M P 7
Solar Farm	L C		Amusement and Recreational	(i) LI (C)
Telephone and Telegraph Services	L P 32		Park and Recreational Services	H P 14:20
Utility Service Facility	M P 34		Manufacturing, Mining	(i) LI (C)
Wastewater Treatment Facility	H P 45		Apparel	H P 7:16
Water Treatment Facility	H P		Appliance Assembly	H P 7:16
Business & Personal Services	(i) LI (C)		Beverage Products	H P 7:16
Air Cargo and Package Service	H P 6		Bottling Machinery	L P 7:16
Air Craft Charter Service	L P		Commercial Printing	H P 6
Appliance Repair	L P 6		Construction Trailer	L P 47
Convenience Storage	M P 4;6;21		Electronic Devices and	L P 7:16
Electrical Repair	L P 6		Engineering and Scientific	L P 7:16
Exterminating Service	L P		Food Products	M P 15
Gunsmith	L P		Furniture	H P 15
Industrial Equipment Repair	L P 7:16		General Contractor	M P 15
Kennel, including commercial animal breeding	H P 40;15-		Jewelry Products	L P 7:16
Locksmith	L P		Laboratories	M P 17:16
Office	L P		Leather Goods	L P 7:16
Office Equipment Repair	L P 6		Machine Assembly	M P 15
Parking Facility	H P 34		Machine Shop	H P 15
Small Engine and Motor Repair	L P 6:21		Metal Fabrication	H P 15
Taxidermist	L P 6		Metalworking Machinery	M P 15
Upholstery Service	L P		Musical Instruments	L P 7:16
Veterinary Service (Indoor)	H P 15		Office and Computer Equipment	H P 7:16
Veterinary Service (Outdoor)	M P 10: 15		Optical Instruments and Lenses	L P 7:16
Retail & Wholesale Trade	(i) LI (C)		Paper Products	M P 15
Auction House	H P		Plastic Products Assembly	H P 7:16
Bakery (Wholesale)	L P 7:15		Plating and Polishing	L P 45
Building Materials	H P 7:31		Sign and Advertising Displays	L P 7:15
Fertilizer Sales (Packaged)	M P 7:21		Warehousing and Distribution	H P 7:16
Florist (Wholesale)	N P		Watches and Clocks	L P 7:16
Garden Center	H P 53		Welding	L P 7:15
Gunshop	M C		Wood Products	M P 7:15
Heavy Machinery Sales	M P 7		Multi-Use	(i) LI (C)
Industrial Supplies	L P		Business or Industrial Center	H P 22
Office Showroom	M P		Commerical/Industrial Adaptive Reuse	P 22; 56
TOTAL USES = 80			Accessory Use**	P 13
Proposed Uses = 64 (eliminating 16 uses)			Historic Adaptive Reuse**	P 15; 44
Business or Industrial Center TOTAL USES = 57				
Proposed Uses = 47 (eliminating 10 uses)				

**Duplicate in each category

Tammy Behrman

From: Stephen Brown <slbrown2@mac.com>
Sent: Thursday, September 30, 2021 9:49 PM
To: Tammy Behrman
Subject: Our additional comments concerning Rez-21-3 Worms Way Lot A Rezone from AG/RR to LI.

Again, we are totally opposed to Rez-21-3 Worms Way Lot A Rezone from AG/RR to LI.

1. We are even more opposed now, as it clearly appears the reasoning for this is to allow easier sale of the property should their start-up fail.
2. The zoning clearly exceeds the needs of the current petitioner, VJ-Team.
3. We ask that the VJ-Team find a way to operate at this facility, but not via a full rezoning to LI.
4. We oppose the idea of restrictions in the LI zoning because the long-term damage to Windsor Private is highly likely.
5. We think the petitioner should choose a course of action for zoning exceptions that would allow them to operate as Worms Way did.

Steve and Beverly Brown

September 29, 2021

Lisa Kinder
7900 N Thames Drive
Bloomington, Indiana 47408
(812) 935-5296

Monroe County Plan Review Committee
Monroe County Government Center
Planning Department
501 N Morton Street, Suite 224
Bloomington, Indiana 47404

Dear Monroe County Plan Review Committee:

I remain strongly opposed to the change in zoning of the Worms Way property from AG/RR to LI. Also, I fully agree with points made in the September 22, 2021 letter provided to the Committee by my friend and neighbor Bryan Booze.

Mr. Myers has indicated in correspondence to the Committee his motivation for the rezoning to LI is to make the property more attractive to future buyers. Further, Mr. Myers seems to indicate the length of time to process his rezoning request is jeopardizing his project. Personally, I feel that a request to rezone a property demands careful consideration as zoning doesn't just impact the current proposed use but future uses as well. A zoning change to LI for the Worms Way property presents future risks to the Windsor Private neighborhood. I encourage the Committee to follow normal processes in considering Mr. Myers petition and it is my hope the Committee will allow the current AG/RR zoning to stand.

Sincerely,

Lisa Kinder