

MONROE COUNTY COMMISSIONERS

Julie Thomas, President Penny Githens, Vice President Lee Jones

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Monroe County Courthouse, Room 323 100 W Kirkwood Avenue Bloomington, Indiana 47404 Office: 812-349-2550

COMMISSIONERS' HYBRID MEETING AGENDA Wednesday, June 1, 2022 at 10:00 am Nat U. Hill Meeting Room – 3rd Floor, Courthouse and Zoom Connection

https://monroecountyin.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUUwV3RoeDFldG5GUT09 Meeting ID: 843 5333 7265 Password: 162537 Dial by your location: 1 312 626 6799 US (Chicago)

• The public's video feed will be turned off by the Technical Services Department meeting administrator.

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- The public will be able to listen and record.
- The public should raise their hand if they wish to speak during the public comment period.

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

1. CALL TO ORDER BY COMMISSIONER THOMAS

2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER JONES

3. DEPARTMENT UPDATES

Health – Penny Caudill

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

5. APPROVAL OF MINUTES

May 25, 2022

6. APPROVAL OF CLAIMS DOCKET

Accounts Payable – June 1, 2022 Payroll – June 3, 2022

7. REPORTS

Highway Annual Report – 2022 Weights and Measures – April 16 – May 15, 2022

8. NEW BUSINESS

A. FLEMING INTERIOR GROUP FOR SURVEYOR'S OFFICE. Fund Name: 2020 GO Bond Capital Projects Fund Number: 4813 Amount: \$1,882.22 Presenter: Greg Crohn

The Surveyor's office currently uses hand me down furniture taken from various offices over time. The chairs for staff use are long past their useful lives and are in a state of disrepair. This request is to approve the proposal from FIG, for the purchase of five (5) office chairs that will be made by the Kimball furniture company. County Maintenance will assemble the units upon delivery to save on set up charges.

B. STRAUSER CONSTRUCTION CO. INC. FOR ELECTION OPERATIONS.
 Fund Name: Election Fund
 Fund Number: 1215
 Amount: \$9,615
 Presenter: Greg Crohn

Due to the design of the building's existing HVAC system, the addition of the ballot room has made it necessary to implement a stand-alone mini-split HVAC system. This will ensure proper air movement and climate control within the ballot room while it is occupied during election proceedings. This will also ensure adequate climate control for elections equipment storage between cycles.

C. AMERICAN RESCUE PLAN ACT FUND (ARPA) AMENDMENT #3 Presenter: Jeff Cockerill

This amends the current plan to utilize the automatic Ten Million dollar lost revenue allocation allowed by the Federal Treasury. It also adds two project to the ARPA plan. One is support for preparing children to enter kindergarten, the second is support for the remodeling a portion of the Stinesville Elementary School for Sojourn House.

D. YASMIN STUMP AGREEMENT FOR EMINENT DOMAIN ACTION FOR ROAD IMPROVEMENT. Presenter: David Schilling

The conclusion to an eminent domain court action for road improvement; re: George & Sharon Butcher.

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E. MOU REGARDING USE OF PROPERTY AT 302 S. WALNUT STREET. Fund Name: Election Fund Fund Number: 1215 Amount: \$4,800 per month Presenter: Jeff Cockerill

The elections operation building, located at the corner of 3rd and Walnut Street, is being used for election purposes. This property was acquired by the County for future expansion of the Convention Center. This use an interim use until the expansion occurs.

F. AGREEMENT WITH WASHINGTON TOWNSHIP WATER AUTHORITY Fund Name: Cumulative Capital – Trails Fund Number: 1138 Amount: \$268,700 Presenter: Angie Purdie

This agreement is for water line relocation for the Bicentennial Pathway project along Old SR 37 North. The utility lines are to be relocated in the summer of 2022.

G. PURCHASE OF RIGHT OF WAY AND TEMPORARY EASEMENT FOR VERNAL PIKE CONNECTOR RD Fund Name: Westside TIF Fund Number: 4920 Amount: \$30,000 Presenter: Jeff Cockerill

This agreement is for the purchase of right of way and temporary easement for the Vernal Pike Connector Rd.

9. APPOINTMENTS

10. ANNOUNCEMENTS

11. ADJOURNMENT

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MONROE COUNTY COMMISSIONERS

Monroe County Courthouse, Room 323 100 W Kirkwood Avenue Bloomington, Indiana 47404 Office: 812-349-2550 Julie Thomas, President Penny Githens, Vice President Lee Jones

COMMISSIONERS' HYBRID MEETING SUMMARY MINUTES Wednesday, May 25, 2022 at 10:00 am Nat U. Hill Meeting Room – 3rd Floor, Courthouse and Zoom Connection

Members

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

Staff

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

1. CALL TO ORDER BY COMMISSIONER THOMAS 10:04 am

2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER GITHENS 10:05 am

3. DEPARTMENT UPDATES 10:05 am Health – Penny Caudill Technical Services – Eric Evans Highway – Lisa Ridge

4. **PUBLIC COMMENT-** For items NOT on the agenda (limited to 3 minutes per speaker) 10:16 am

5. APPROVAL OF MINUTES 10:19 am May 18, 2022

Githens made motion to approve. Jones seconded. Thomas called for Voice Vote. Motion carried; 3-0; Unanimous.

6. APPROVAL OF CLAIMS DOCKET 10:20 am Accounts Payable – May 25, 2022

Githens made motion to approve. Jones seconded. No Public comment. Thomas called for Voice Vote. Motion carried; 3-0; Unanimous.

7. REPORTS 10:21 am Treasurer's – April 2022

8. NEW BUSINESS

A. INDIANA DEPARTMENT OF HEALTH GRANT AGREEMENT FOR LOST TO CARE PROGRAM 10:21 am Fund Name: Lost to Care Fund Number: 8163 Grant Amount: \$17,925 Presenter: Penny Caudill

The Monroe County Health Department (MCHD) has received the grant agreement for the Lost to Care program. The grant cycle is April 1, 2022 - March 31, 2023. This funding is to identify people who have left medical care for some reason and reconnects them to services. The MCHD partners with IUH, Positive Link to provide this service and not duplicate efforts.

Githens made motion to approve. Jones seconded. No Public comment. Thomas called for Voice Vote. Motion carried; 3-0; Unanimous.

B. INDIANA FAMILY HEALTH COUNCIL GRANT AGREEMENT FOR TANF 10:24 am Fund Name: TANF Fund Number: 8150 Grant Amount: \$82,077 Presenter: Penny Caudill

The Monroe County Health Department (MCHD) has received the TANF (Temporary Assistance to Needy Families) award agreement to fund Futures clinic through September 2022. These funds are received annually as part of the Title X (ten) program to support the family planning services offered in the clinic. This award is for \$82,077. Additional Title X funding is pending.

Githens made motion to approve. Jones seconded. No Public comment. Thomas called for Voice Vote. Motion carried; 3-0; Unanimous.

C. MOA WITH LIGHTHOUSE CHRISTIAN SCHOOL AND RICHLAND BEAN BLOSSOM COMMUNITY 10:26 am SCHOOL CORPORATION

Fund Name: CoAg Supplemental Workforce Fund Number: 8111 Grant Amount: \$51,638.60 Presenter: Penny Caudill

The Monroe County Health Department opted to use CoAg grant funding for direct support to schools. These funds are for COVID-19 response and immunization. These agreements are funded by the CoAg (school) grant that runs from July 1, 2021 through June 2022. The following schools have submitted signed MOAs and attestations for compliance of regulations during the grant cycle. Each school is working on the deliverables; has submitted the requested assessment and named a liaison. Lighthouse Christian will receive \$12,929.50 and Richland Bean Blossom Community School Corporation (RBBCSC), will receive \$38,709.10.

Githens made motion to approve. Jones seconded. No Public comment. Thomas called for Voice Vote. Motion carried; 3-0; Unanimous.

D. ALEXANDER MEMORIAL HISTORICAL LIMESTONE STORAGE AGREEMENT 10:29 am Presenter: Jeff Cockerill

The County has restored the Alexander Memorial. Mr. Cassady has agreed to move and store the four larger limestone blocks as a donation to the County.

Githens made motion to approve. Jones seconded. No Public comment. Thomas called for Voice Vote. Motion carried; 3-0; Unanimous.

E. LEDGE WALL PROPERTY PURCHASE AGREEMENT 10:32 am Fund Name: 2019 GO Bond Fund Number: 4812 Amount: \$640,000 Presenter: Jeff Cockerill

The County is interested in purchasing some land that was former Quarried property. The long-term goal is for this to be an economic development project, which educates the community on Monroe County's history. This property is just under 70 acres and is adjacent to I-69 and State Road 46. The County had previously purchased many of the lots immediately north of the property.

Githens made motion to approve. Jones seconded. Public comment. Public comment: Margaret Clements Thomas called for Voice Vote. Motion carried; 3-0; Unanimous. F. RATIFICATION OF AMERICAN REC SERVICES LLC AGREEMENT 10:37 am Fund Name(s): County General and Non-reverting Parks Contractual Fund Number(s): 1000-30006-0803 and 1179-30006-0000 Presenter: John Robertson

The 3,000 - 3,500 gallon underground water tank for the Karst Splash Pad has a crack in the molded fiberglass. The Splash Pad cannot open with this problem. The company that we purchased the tank from is working with Park Superintendent, Andy French, to come up with a solution to correct the problem.

Githens made motion to approve. Jones seconded. No Public comment. Thomas called for Voice Vote. Motion carried; 3-0; Unanimous.

G. INDOT COMMUNITY CROSSING MATCHING GRANT AWARD AGREEMENT 10:40 am Fund Name: Motor Vehicle Highway Fund Number: 1176 Amount: \$152,034.25 Presenter: Lisa Ridge

This agreement is for the Community Crossing Matching Grant January call awarded project. The project is paving on Rockport Road, Rockeast Road to Popcorn Road. Bids were opened on May 16, 2022 for the award. The project will be completed in 2022.

Githens made motion to approve. Jones seconded. No Public comment. Thomas called for Voice Vote. Motion carried; 3-0; Unanimous.

H. AWARD COMMUNITY CROSSING MATCHING GRANT PROJECT PAVING PROJECT TO E&B 10:43 am PAVING, LLC Fund Name: Motor Vehicle Highway

Fund Number: 1176 Amount: \$299,000 Presenter: Lisa Ridge

Monroe County Highway representatives opened sealed bids on May 16, 2022 at 2:00pm. The lowest, most responsible and responsive bid was from E&B Paving, LLC. The paving project, Rockport Road, 2.95 miles, from Rockeast Road to Popcorn Road, was awarded a Community Crossing Matching Grant and therefore it is a 50/50 split cost between INDOT and Monroe County. The paving will be completed in 2022.

Githens made motion to approve. Jones seconded. No Public comment. Thomas called for Voice Vote. Motion carried; 3-0; Unanimous. I. AWARD E&B PAVING, LLC VARIOUS PAVING PROJECTS 10:46 am Fund Name: Motor Vehicle Highway Fund Number: 1176 Amount: Approximately \$1,450,000 (depending on tonnage/mileage) Presenter: Lisa Ridge

Monroe County Highway representatives opened sealed bids on May 16, 2022 at 2:00pm. The lowest, most responsible and responsive bid was from E&B Paving, LLC. The bids are accepted with per ton costs. The following roads were submitted:

Getty's Creek Road, Mt. Gilead Road to SR 46 Old Myers Road, Boltinghouse Road to Old SR 37 North Little Horse Road, Old Meyers Road to dead end Delap Road, Woodall to 2600 of Delap Road Woodall Road, Delap Road to bridge at the bottom of the hill Lentz Road, Earl Young Road to cul-de-sac, plus additional cul-de-sac Nehrt Road, Lentz Road to Robinson Road Four Boys Trail, Nehrt Road to cul-de-sac Fox Chase Subdivision North Shore Drive, Anderson Road to Brown County Line

Githens made motion to approve. Jones seconded. Public comment: Travis Feurbach, Monroe County resident Thomas called for Voice Vote. Motion carried; 3-0; Unanimous.

J. INDOT AGREEMENT FOR VERNAL PIKE CONNECTOR ROAD 10:49 am Fund Name: Vernal Pike Connector Road Fund Number: 8165 Amount: \$7,088,000 Presenter: Lisa Ridge

This agreement is for the construction of the Vernal Pike connector road and bridge from Vernal Pike to Profile Parkway. The total federal funds for this project is \$7,088,000. The agreement was presented to the RDC Board on May 18, 2022.

Githens made motion to approve. Jones seconded. No Public comment. Thomas called for Voice Vote. Motion carried; 3-0; Unanimous.

K.ORDINANCE 2022-13; RICE REZONE10:52 amPresenter:Anne Crecelius

The Monroe County Zoning Ordinance is amended to rezone one (1) 24.54 +/- acre parcel in Section 17 of Bloomington Township at 1725 W Lancaster DR (parcel #: 53-05-17-300-018.000-004) from Estate Residential 1 (RE1) to Agriculture/Rural Reserve (AG/RR).

Githens made motion to approve. Jones seconded. Thomas asked for public comment in favor of petition. Brian Rice Thomas asked for public comment in opposition of petition. None. Thomas called for Voice Vote. Motion carried; 3-0; Unanimous.

L. ORDINANCE 2022-14; HINKLE REZONE 11:04 am Presenter: Tammy Behrman

The request is to amend the Monroe County Zoning Map to rezone two (2) parcels totaling 8.6 +/- acre in Section 24 of Richland Township at 4833 W Arlington RD (parcels #: 53-04-24-101-031.000-011; 53-04-24-101-014.000-011) from Agriculture/Rural Reserve (AG/RR) to General Business (GB).

Githens made motion to approve. Jones seconded. Thomas asked for public comment in favor of Hinkle rezone. None. Thomas asked for public comment in opposition of Hinkle rezone. None. Thomas called for Voice Vote. Motion carried; 3-0; Unanimous.

M. ORDINANCE 2022-15; HINKLE HISTORIC PRESERVATION OVERLAY Presenter: Tammy Behrman

The request is to amend the Monroe County Zoning Map to add the Historic Preservation Overlay to a 1080 SF barn on two (2) parcels totaling 8.6 +/- acre in Section 24 of Richland Township at 4833 W Arlington RD (parcels #: 53-04-24-101-031.000-011; 53-04-24-101-014.000-011).

Githens made motion to approve. Jones seconded.

Thomas asked for public comment in favor of Hinkle Preservation Overlay petition. None. Thomas asked for public comment in opposition of Hinkle Preservation Overlay petition. None. Thomas called for Voice Vote.

Motion carried; 3-0; Unanimous.

11. APPOINTMENTS

Githens made motion to appoint. Jones seconded.

Substance Use Disorder Awareness Commission, Remainder of a 2-year term

Amy Meek – expires 1.1.23 Karen Wrenbeck – expires 1.1.24

Thomas called for Voice Vote. Motion carried; 3-0: Unanimous.

12. ANNOUNCEMENTS

Hoosier Hills Food Bank sponsored "Fresh Food Fridays" will begin Friday, May 27. If you are in need of food, you may pick up your FREE box of non-perishable food at 2333 W Industrial Park Drive, Bloomington. For more information, please call (812)334-8374.

Rogers Street Proposed Sidewalk Public Meeting will be held Wednesday, May 25 from 5:30 pm – 7 pm, in the Nat U. Hill Meeting Room in the old Courthouse and via Zoom. <u>The public is encouraged to attend and give input on this project.</u>

The Commissioners have virtual office hours via Zoom each month for anyone wanting to speak with a Commissioner. Please go to the calendar at <u>www.co.monroe.in.us</u> for dates and times.

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

Monroe County Commissioners' Blood Drive will be held at <u>Ivy Tech, Shreve Hall, 200 Daniels Way,</u> <u>Bloomington, IN</u> on the following dates:

Monday, June 27, 10am – 3pm Thursday, June 30, 1pm – 6pm Thursday, July 14, 10am – 3 pm Friday, July 15, 1pm – 6pm Tuesday, September 6, 1pm- 6pm Friday, September 9, 10am – 3 pm

You may visit <u>www.redcross.org</u> to make your appointment to donate.

Residents can sign up for the **Monroe County Alert Notification System** for all weather and health related emergencies and updates. To sign up visit<u>www.co.monroe.in.us</u>.

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

Mr.

Cockerill stated that the agreement with Alliance Security, which was approved last week, it was discovered that some of the normal boilerplate provisions were not in the agreement, they have now been added into the agreement. The other party has signed the agreement.

Also, Mr. Cockerill suggested, since the Rogers Street Proposed Sidewalk Public Meeting has not been noticed for a Board of Commissioners' attendance, that this Commissioners' meeting be continued until after the public meeting.

13. Meeting continued until 5:30pm regarding Rogers Street Proposed Sidewalk Public Meeting.

The summary minutes of the May 25, 2022 Board of Commissioners meeting were approved on June 1, 2022.

Monroe County Commissioners

Ayes:

Nays:

Julie Thomas, President

Julie Thomas, President

Penny Githens, Vice President

Penny Githens, Vice President

Lee Jones

Lee Jones

Attest:

Catherine Smith, Auditor

Minutes submitted by: AF Minutes reviewed by: MM



MONROE COUNTY BOARD OF COMMISSIONERS' WORK SESSION SUMMARY May 25, 2022 Nat U. Hill Meeting Room - 3rd Floor, Courthouse and Zoom Connection

NO WORK SESSION THIS DATE

Monroe County B	loard of Commissioners Age	nda Request Form
Date to be heard 06/01/22	Formal 🖌 Work session 🗌	Department Highway
Title to appear on Agenda: Highway Annual I	Report Vendo	r #
Executive Summary:		
The Highway 2021 Annual Report		
Fund Name(s):	Fund Number(s):	Amount(s)
Presenter: N/A		
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:

P

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State Form 54400 (8-19) Prescribed by State Board of Accounts City and Town Form Number 225 County Form Number 16

MONROE		COUNTY, INDIANA
	OF	

ANNUAL OPERATIONAL REPORT

FOR LOCAL ROADS AND STREETS AND BRIDGES

(IC 8-17-4.1)

FOR THE YEAR ENDED

DECEMBER 31, 20_21

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Section 1 Financial Statement

		\$8,526,343.13	\$3,733,399.43	\$2,516,959.45	\$0.00	\$2,275,984.25	Cash and Investments - December 31
							Investments - December 31
		\$8,526,343.13	\$3,733,399.43	\$2,516,959.45	\$0.00	\$2,275,984.25	Cash - December 31
		\$352,597.38	\$19,996.87	-\$290,938.91	-\$26,784.69	\$650,324.11	Excess Over (Under) Total Disbursements
\$29,871,883.69	\$18,875,627.75	\$10,996,255.94	\$2,192,254.61	\$1,546,079.58	\$2,810,581.93	\$4,447,339.82	I otal Disbursements
		+0,00	<u>۱</u>				
00 02	\$0 DD	00 02	\$0.00	SO 00	50 00	00.0%	Other
\$1,061,195.92	\$560,200.39	\$500,995.53	\$0.00	\$0.00	\$0.00	\$500,995.53	Transfers Out
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Investments Purchased
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Interfund Loans Made
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Interfund Loan Payments
\$558,152.50	\$558,152.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Debt Service - Interest
\$269,450.00	\$269,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Debt Service - Principal
							Other Financing Sources
\$27,983,085.27	\$17,487,824.86	\$10,495,260.41	\$2,192,254.61	\$1,546,079.58	\$2,810,581.93	\$3,946,344.29	Total Operating Disbursements
\$2,616,469.06	\$720,925.78	\$1,895,543.28	\$466,058.29	\$115,934.47	\$0.00	\$1,313,550.52	Maintenance & Repair
\$21,392,019.01	\$16,137,766.77	\$5,254,252.24	\$892,146.59	\$1,430,145.11	\$2,810,581.93	\$121,378.61	Construction, Reconstruction & Preservation
\$3,974,597.20	\$629,132.31	\$3,345,464.89	\$834,049.73	\$0.00	\$0.00	\$2,511,415.16	General Administration & Unallocated
							Operating Disbursements
							Disbursements
\$29,468,797.91	\$18,119,944.59	\$11,348,853.32	\$2,212,251.48	\$1,255,140.67	\$2,783,797.24	\$5,097,663.93	Total Receipts
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Other
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Transfers In
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Investments Matured or Sold
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Interfund Loan Proceeds
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Note/Loan Proceeds
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Bond Proceeds
							Other Financing Sources
\$29,468,797.91	\$18,119,944.59	\$11,348,853.32	\$2,212,251.48	\$1,255,140.67	\$2,783,797.24	\$5,097,663.93	Total Operating Receipts
\$821,361.24	\$293,802.94	\$527,558.30	\$968.30	\$645.20	\$0.00	\$525,944.80	Other Operating Receipts
\$0.00	\$0.00	\$0.00	\$0.00	\$0,00	\$0.00	\$0.00	Charges for Services
\$18,077,730.38	\$10,340,581.23	\$7,737,149.15	\$500,011.54	\$1,254,495.47	\$2,783,797.24	\$3,198,844.90	Intergovernmental
\$10,569,706.29	\$7,485,560.42	\$3,084,145.87	\$1,711,271.64	\$0.00	\$0.00	\$1,372,874.23	Taxes
							Operating Receipts
							Receipts
\$28,622,377.38	\$20,448,631.63	\$8,173,745.75	\$3,713,402.56	\$26,784.69 \$2,807,898.36	\$26,784.69	\$1,625,660.14	Cash - January 1
Total All Funds	Other Funds	Total Common Funds	ative ge	Motor Vehicle ^{Section 1 Financial Statement} Highway Local Road & Cumul Restricted Street Brid	Motor Vehicle ^{Se} Highway Restricted	Motor Vehicle Highway	Section 1 - Financial Statement

FOR LOCAL ROADS AND STREETS AND BRDIGES

Part of State Form 54400 (X-2018)

ANNUAL OPERATIONAL REPORT

ANNUAL OPERATIONAL REPORT FOR LOCAL ROADS AND STREETS AND BRDIGES

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Bonds Bonds - Outstanding Principal January 1 New Bonds Issued During Year Principal Paid Interest Paid Total Principal & Interest Paid Bonds - Outstanding Principal December 31 Notes/Loans - Outstanding Principal January 1 New Notes/Loans Issued During Year Principal Paid Interest Paid Total Principal & Interest Paid Notes/Loans - Outstanding Principal December 31 Capital Leases Capital Leases - Outstanding Principal January 1
- 3

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Total Principal & Interest Paid

\$0.00

\$0.00

\$0.00

\$0.00

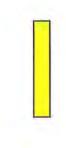
\$0.00

\$0.00

Capital Leases - Outstanding Principal December 31

	Series	2010	Bond	Pkwy Bond	TIF/EDA
Iotais	2021 Bond	Redev/Northpark	Redev Fund	RDC Profile	Westside
	Econ Dev TIF	Corridor	OTHER 2015	OTHER 2020	OTHER2013 RDC OTHER 2020
		SR 46 EDA			

\$0.00		\$0.00 \$0.00		\$189,450.00 \$414,218.75 \$223,933.75 \$363,953.32 \$6,053,250.00 \$3,100,000.00	\$14,450.00 \$19	\$175,000.00 \$22		\$538,953,32 \$6,274,050.00 \$3,135,000.00	TIF/EDA Pkw
\$0.00		\$0.00 \$0.00		\$414,218.75 6,053,250.00	\$193,418.75	\$220,800.00		74,050.00	Pkwy Bond
\$0.00		\$0.00 \$0.00		\$223,933.75 \$3,100,000.00	\$188,933.75	\$35,000.00		\$3,135,000.00	Bond
\$0.00		\$0,00 \$0,00		\$269,889.85 \$0.00				\$1,726,701.02	2010
\$0.00		\$0.00 \$0.00		\$9.85 \$0.00 \$4,500,000.00			\$4,500,000.00	\$0.00	Series
\$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$1,097,492.35	\$396,802.50	\$430,800.00	\$4,500,000.00	\$11,674,704.34	



Section 4 Debt

ANNUAL OPERATIONAL REPORT FOR LOCAL ROADS AND STREETS AND BRDIGES Part of State Form 54400 (X-2018)

Section 5 Mileage Changes

Section 5 - Mileage	Actual Mileage (Dec 31)	Change from prior year	Reason(s)
Concrete	057.00	4.04	la contra Contra l'ano
Asphalt Chip Seal	657.09	-4.91	Inventory Corrections
Composite			
Brick Gravel	61	6	Inventory Corrections
Unimproved	01	0	inventory corrections
Total Miles	718.09	1.09	

Image: constraint incomentation Image: constra	Section 2 - Detail of Receipts	Motor Vehicle Highway	Motor Vchicle Highway Restricted	Local Ro Stree	FOR LOCAL ROADS AND STREETS AND BRUIGES Part of State Form 54000 (X-3018) and & CumulaRiveon 2 Receipts at Bridge	AL KUADJS AND 51 IKEEL IS AND 51 Part of State Form 54000 (X-2018) Cumul Ritvéon 2 Receipts Bridge Bridge	Total All Funds	Bid Deposit & Bond Holdings	Covered Bridge	Cum Cap Parks/Alternative Transportation	Major Bridge	Storm Water Management	LOIT Special Distribution
Image: constraint operation in the constraint operatine constrat in the constraint operation in the constraint operatin	Receipts								2				
II. T. Carchind Shures: 000 00000 0000 0000 00	l axes General Property Taxes				\$1,711,271.64	\$7,485,560.42	\$9,196,832.06				\$2,666,523.33	\$2,400,208.55	\$137,913.57
Opment Income Tax Unschedung Unscheung Unschedung U	LIT - Certified Shares					\$0.00							
Stratzent de Stratzent de Stratzen	LIT - Economic Development Income Tax					\$0.00							
Titlibuluin St.372.814.43 St.00 St.00.66.174 St.00 St.066.017 St.000 St.066.013 St.000 St.066.013 St.000 St.000 St.000 St.000 St.000 St.000 St.000 St.000 St.000 St.066.013 St.000 St.000 <th< td=""><td>Wheel and Sur Tax</td><td>\$1,3/2,8/4.23</td><td></td><td></td><td></td><td>\$0.00 \$0.00</td><td>31,312,0</td><td></td><td></td><td></td><td></td><td></td><td></td></th<>	Wheel and Sur Tax	\$1,3/2,8/4.23				\$0.00 \$0.00	31,312,0						
Vplatibilition 22.292.001.16 52.782.001.16 52.782.001.16 52.782.001.11 5000 51.264.465.47 5000 51.264.465.47 5000 51.264.465.47 5000 51.264.465.47 5000 51.264.465.47 5000 51.264.465.47 5000 51.264.465.47 5000 51.264.465.47 5000 51.264.465.47 5000 51.264.465.47 5000 51.264.465.47 5000 51.264.465.47 5000 51.264.465.47 5000 51.264.465.47 5000 51.264.465.47 5000 50.00	Uner Laxes Total Taxes	\$1,372,874.23	\$0.00		\$1,711,271.64	\$7,485,560.42	\$10,569,706.29		\$0.00	\$0.00	-	\$2,400,208.55	\$137,913.57
Clairbution S1,264,485,47 S0,00 S1,254,485,47 S6,110.39 S6,110.39 S6 S6,110.39 S6,110.39 <th< td=""><td>Intergovernmental Motor Vehicle Highway Distribution</td><td>\$2,282,801.76</td><td>\$2,282,801.71</td><td></td><td></td><td>\$0.00</td><td>\$4,565,603.47</td><td></td><td></td><td></td><td></td><td></td><td></td></th<>	Intergovernmental Motor Vehicle Highway Distribution	\$2,282,801.76	\$2,282,801.71			\$0.00	\$4,565,603.47						
Claribution Standard	Local Road and Street Distribution			\$1,254,495.47		\$0.00	\$1,254,495.47						
Tax Distribution Seron 56 (63 (14) (14) (14) (14) (14) (14) (14) (14)	Financial Institution Tax Distribution				\$7,593.20	\$18,517.19	\$26,110.39				\$18,517.19		
Ising consistent Sector Sector Sector Sector Sector Sector Sector Sector Sector Sector Sector Sector Sector Sector Sector Sector	Vehicle/Aircraft Excise Tax Distribution				\$119,994.53	\$187,597.08					\$187,597.08		
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	State Grants	\$900,765.00			\$368,624,61	\$0.00							
Ital S500.995.53 S7,961.734.88 54,422,704.41 S7,901.730.38 54,027,70.04 S200.97 S206.17 S206.10 S206.10 <th< td=""><td>Federal Grants</td><td>S15,278,14</td><td></td><td></td><td>\$3,799.20</td><td>\$2,172,732.08</td><td>\$2,191,809.42</td><td></td><td></td><td>\$302,609.79</td><td></td><td></td><td></td></th<>	Federal Grants	S15,278,14			\$3,799.20	\$2,172,732.08	\$2,191,809.42			\$302,609.79			
37,198,944.90 32,783,797.24 51,254,495.47 \$500,011.54 \$10,340,581.23 \$16,077,730.38 \$0.00	Other Intergovernmental		\$500,995.53			\$7,961,734.88	\$8,462,730.41						
Is Reinbursement for Services S0.00 \$0.00 <t< td=""><td>Uniter Sovernmental</td><td>\$3,198,844.90</td><td>\$2,783,797.24</td><td>\$1,254,495.47</td><td>\$500,011.54</td><td>\$10,340,581.23</td><td>\$18,077,730.38</td><td></td><td>\$0.00</td><td>\$302,609.79</td><td>\$206,114.27</td><td>\$0.00</td><td>\$0.00</td></t<>	Uniter Sovernmental	\$3,198,844.90	\$2,783,797.24	\$1,254,495.47	\$500,011.54	\$10,340,581.23	\$18,077,730.38		\$0.00	\$302,609.79	\$206,114.27	\$0.00	\$0.00
65 50.00 50	Charges for Services					\$0.00	\$0.00						
\$0.00 \$0.00 <th< td=""><td>6 Other Charges for Services</td><td></td><td></td><td></td><td></td><td>\$0.00</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></th<>	6 Other Charges for Services					\$0.00							
s <u>5503.45</u> <u>5421.107.76</u> <u>5400.00</u> <u>5400.00</u> <u>5400.00</u> <u>5400.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>50.00</u> <u>5</u>	Total Charges for Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
stat. stat. <th< td=""><td>Cother Operating Receipts</td><td></td><td></td><td></td><td></td><td>\$503 45</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></th<>	Cother Operating Receipts					\$503 45							
	Interest	OF FOR FOR				000000	CYS						
Sittles \$100 \$0.00 \$0.00 \$50.00 \$50.00 \$50.00 \$57.17.80	Refunds/Reimbursements Contributions/Donations	2421,101.10				\$0.00	1740						
\$104,100 \$645,20 \$968,30 \$222,809,49 \$399,360,03 \$286,50,17 \$1,850,00 \$5,177,80 \$5 \$526,944,80 \$0,00 \$645,20 \$968,30 \$239,360,03 \$286,563,17 \$1,850,00 \$5,177,80 \$5 \$7,177,80 \$526,944,80 \$0,00 \$645,20 \$968,30 \$239,302,94 \$821,361,12 \$1,856,000 \$5,177,80 \$7,177,80 \$60,00 \$50,00 \$60,00 \$20,00 \$0,00 \$0,00 \$5,00	Transfers from Toll Facilities					\$0.00							
celpts \$525,944.80 \$0.00 \$645.20 \$968.30 \$283,802.94 \$821,361.24 \$285,263.17 \$1,850.00 \$5,177.80 ds 000 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$5,177.80 ds 000 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$5,000 ds 000 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 ds 000 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	Miscellaneous	\$104,837.04		\$645.20	\$968.30	\$292,899.49	\$399,350.03		\$1,850.00	\$5,177.80		\$608.52	
ds fr Sold	Total Other Operating Receipts	\$525,944.80	\$0.00		\$968.30	\$293,802.94	\$821,361.24		\$1,850.00	\$5,177.80	\$0.00	\$608.52	\$0.00
and Proceeds \$0.00 and Loan Proceeds \$0.00	Uther Financing Sources Rond Proceeds					\$0.00	\$0.00						
nd Loan Proceeds \$0.00 and Loan Proceeds \$0.00 antimeter or Sold \$0.00 art in \$0.00	Note/Loan Proceeds					\$0.00							
nents Matured or Sold \$0.00 to	Interfund Loan Proceeds					\$0.00							
er In \$0.00	Investments Matured or Sold					\$0.00							
20.00	Transfer In					\$0.00							
	Other					20.00							

Section 2 Receipts

Page 1 of 3

DPERATIONAL REPORT	S AND STREETS AND BRDIGES	
ANNUAL OP	FOR LOCAL ROADS AND	

	Sample Road	PH II Grant	
	file Sample Road PH	I Grant	
	Curry Profile	TIF	
	Fullerton	Pike Corridor	
	SR 46 TIF	Corridor	
	Westside TIF	Corridor	
2021 GO Bond	Capital	Projects	
	2020 GO Bond	Trail Expansion	
	2020 GO Bond	Roundabout	
COVID	Vaccination	Incentive	
2020 RDC	Profile	Parkway Bond	
	2015 RDC	Bond	
	2013 RDC	Bond	

	\$0.00	\$374,023.81	\$483,577.90	\$857,601.71	
	\$0.00	\$1,129,427.05	\$483,577.90	\$0.00 \$1,613,004.95 \$857,601.71	
	\$0.00			\$0.00	
\$15,372.06	\$15,372.06			\$0.00	
\$280,626.34	\$280,626.34			\$0.00	
\$1,984,916.57 \$280,626.34	\$0.00 \$1,984,916.57 \$280,626.34 \$15,372.06			\$0.00	
	\$0.00		\$188,900.00	\$188,900.00	
	\$0.00		\$10,940.00 \$139,525.00	\$10,940.00 \$139,525.00 \$188,900.00	
	\$0.00		\$10,940.00	\$10,940.00	
	\$0.00		\$24,000.00	\$24,000.00	
	\$0.00			\$0.00	
	\$0.00			\$0.00	
	\$0.00			\$0.00	

\$0.00		\$0.00	\$0.00 \$857,601.71
\$0.00		\$0.00	\$0.00 \$1,613,004,95 \$857,601.71
\$0.00		\$0.00	\$0.00
\$0.00		\$0.00	\$15,372.06
\$0.00		\$0.00	\$0.00 \$280,626.34
\$0.00	\$400.00	\$400.00	S0.00 \$0.00 <th< td=""></th<>
\$0.00		\$0.00	\$0.00 \$188,900.00
\$0.00		\$0.00	\$0.00
\$0.00		\$0.00	\$0.00 \$10,940.00
\$0.00		\$0.00	\$0.00 \$24,000.00
\$0.00	\$423.23	\$423.23	\$423.23
\$0.00	\$65.20	\$65.20	\$0.00
\$0.00	\$15.02	\$15.02	\$0.00

Section 2 Receipts

ed Total Intergovernmental ab Charges for Services Federal State and Local Reimbursement for Services Other Charges for Services 111 Jother Operating Receipts Section 2 - Detail of Receipts LIT - Certified Shares LIT - Economic Development Income Tax Financial Institution Tax Distribution Vehicle/Aircraft Excise Tax Distribution Motor Vehicle Highway Distribution Local Road and Street Distribution Investments Matured or Sold Total Other Operating Receipts Other Financing Sources Contributions/Donations Transfers from Toll Facilities Total Other Financing Sources Refunds/Reimbursements Interfund Loan Proceeds Other Intergovernmental General Property Taxes Note/Loan Proceeds Wheel and Sur Tax Intergovernmental Bond Proceeds Federal Grants Miscellaneous Other Taxes State Grants Transfer In Total Taxes Total Receipts Interest Other Taxes Receipts

Page 2 of 3

Section 2 Receipts

Section Receipts Taxes General Proper LIT - Certified S LIT - Economic Wheel and Sur Other Taxtass Intergovernmenta Motor Vehicle H Local Road and Financial Institu Vehicle Hintergover Local Road and Financial Institu Vehicle Hintergover Control Intergover Control Intergover Federal Grants Federal Grants	Section 2 - Detail of Receipts	sceipts Taxes General Property Taxes LIT - Certified Shares LIT - Economic Development Income Tax Wheel and Sur Tax Other Taxes	Indust naxes Intergovernmental Motor Vehicle Highway Distribution Local Road and Street Distribution Financial Institution Tax Distribution Vehicle/Aircraft Excise Tax Distribution State Grants Other Intergovernmental dother Intergovernmental Charges for Services	 Federal State and Local Reimbursement for Services Other Charges for Services Jorial Charges for Services Interest Interest Refunds/Reimbursements Control Interest Control Interest Control Interest Control Interest 	Miscellaneous Miscellaneous Total Other Operating Receipts Other Financing Sources Bond Proceeds Note/Loan Proceeds Interfund Loan Proceeds Investments Matured or Sold	Transfer In Other Total Other Financing Sources Total Receipts
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Fullerton Pike Grant
2022 - 2025 Bridge Insp. Grant
Baby Creek Rd Bridge Insp. Br #639 Grant Grant
Rockport Rd Bridge #308 Grant
Vernal Pike Connector Road Grant
Woodyard Smith Pike Intersection
Hunters Creek Road PH 2 & 3 Grant

\$0.00 \$7,485,560.42				\$10,340,581.23
\$0.00			\$179,546.42 \$542,423.28 \$17,777.11 \$226,262.30 \$349,010.00 \$70,000.00 \$5,246,194.97	\$489,969.12 \$549,765.26 \$17,777.11 \$275,179.05 \$349,010.00 \$70,000.00 \$5,246,194.97 \$10,340,581.23
\$0.00			\$70,000,00	\$70,000.00
\$0.00			\$349,010.00	\$349,010.00
\$0.00		\$48,916.75	\$226,262.30	\$275,179.05
\$0.00			\$17,777.11	\$17,777,11
\$0.00		\$7,341.98	\$542,423.28	\$549,765.26
\$0.00		\$310,412.70 \$7,341.98	\$179,546.42	\$489,959.12

\$0.00	00.00		
80.00			
\$0.00			
S0.00	20.00		
\$0.00			
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\$293,802.94

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\$489,959.12 \$549,765.26 \$17,777.11 \$275,179.05 \$349,010.00 \$70,000.00 \$5,246,194.97 \$18,119,944.59

Section 3 Disbursements

\$0.00 \$0.00 \$0.00 COVID Vaccination \$24,000.00 \$24,000.00 Incentive \$220,000.00 \$194,218,75 2015 RDC 2020 RDC Profile Bond Parkway Bond \$135.00 \$135.00 \$0.00 \$2,011,292.40 \$0.00 \$0.00 \$2,011,292.40 \$35,000.00 \$188,933.75 \$0.00 \$0.00 \$0.00 \$14,450.00 \$175,000.00 \$ \$0.00 \$0.00 \$0.00 2013 RDC Bond \$0.00 \$0.00 \$0.00 \$135,710.33 \$0.00 \$135,710.33 LOIT Special Distribution
 \$41,961,89

 \$33,334,42

 \$5,124,228,47

 \$5,124,228,47

 \$246,609,00
 \$437,415,63 \$784,40 \$133,271,28 \$33,526,00 \$604,997,31 \$67,611.42 \$162,052,61 \$462,780.73 Storm Water Management 163,95 \$14,300.59 \$14,300.59 \$406,827.98 \$177,163 \$67,611 \$5,124,228.47 \$0.00 \$0.00 \$0.00 Major Bridge \$0.00 \$505,177.80 Cum Cap Parks/Alternat ive \$505,177,80 Transportation \$0.00 \$0.00 \$0.00 FOR LOCAL ROADS AND STREETS AND BRDIGES Part of State Form 54400 (X-2018) \$0.00 \$0.00 \$0.00 Covered Bridge Bid Deposit & Bond Holdings \$0.00 \$0.00 \$16,900.00 \$16,900.00 \$2,102,297.93 \$299,797.21 \$2,616,469.06 \$299,797.21 \$9,726.03 \$856,559.43 \$680,793.27 \$3,973,898.20 \$2,787,794.81 \$16,374,133.88 \$1,889,437.69 \$21,392,019.01 \$191,500.96 \$322,670.17 \$514,171.13 \$965,971.29 \$667,140.98 \$459,185.66 \$269,450.00 \$558,152.50 \$0.00 \$0.00 \$0.00 Section Total All Funds \$2,427,518.47 \$340,652.63 \$0.00 \$10,000.00 \$1,061,195.92 \$41,961.89 \$33,334.42 \$14,173,032.77 \$1,889,437.69 \$16,137,766.77 \$0.00 \$0.00 \$0.00 \$560,200.39 \$33,526.00 \$629,132.31 \$0.00 \$706,625.19 \$720,925.78 \$14,300.59 \$0.00 \$0.00 \$784.40 \$0.00 \$14,300.59 \$177,163.95 \$67,611.42 \$269,450.00 \$558,152.50 \$461,415.63 \$133,406.28 \$461,849.82 Total Other Funds \$62,369.43 \$812,442.59 \$645,272.30 \$834,049.73 \$456,606.97 \$466,058.29 Cumulative Bridge S74.42 \$892,146.59 \$9,451.32 \$9,451.32 \$158,288.25 \$169,013.37 \$17.334.57 \$144.353.01 \$44,350.00 (\$205,459,58) \$115,934.47 \$123,828,88 \$1,306,316,23 Motor Vehicle Motor Vehicle Local Road & Highway Highway Street \$0.00 \$1,430,145.11 \$321,394.05 \$321,394.05 \$12,782.93 \$121,378.61 \$2,810,581.93 \$0.00 S20,763.61 S260,592.56 \$18,272.71 \$2,549,989.37 \$0.00 \$0.00 Highway Restricted 51,821,749,83 S8,867,21 S678,803,15 S1,994,97 \$1,144,525,35 \$1,144,525,35 \$1,313,550,52 \$18,272,71 \$82,342,29 \$2,511,415.16 \$167.749.05 51.276.12 \$169,025.17 \$659,502.00 \$46,564.98 \$500,995.53 \$428,458.37 Total Construction, Reconstruction & Preservation

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ANNUAL OPERATIONAL REPORT

Section 3 - Detail of Disbursements

General Administration & Unallocated Disbursements

Personal Services Supplies

Other Services and Charges

Capital Outlay Total General Administration & Unallocated Construction, Reconstruction & Preservation

Personal Services

Supplies Other Services and Charges

Capital Outlay

Maintenance and Repair Winter Operations

Personal Services

Supplies Other Services and Charges Capital Outlay

Total Winter Operations

Other Maintenance and Repair

Other Maintenance and Repair Personal Services Apair Supplies Other Services and Charge Capital Outlary Total Other Naintenance and R L Under Financing Uses

Other Services and Charges

Total Other Maintenance and Repair

Debt Service - Principal Debt Service - Interest Interfund Loan Payments

Interfund Loans Made Investments Purchased

Total Other Financing Uses Total Disbursements Other

Transfer Out

\$0.00 \$24,000.00 \$0.00 \$189,450.00 \$223,933.75 \$414,218.75 \$135,710.33 \$189,450.00 \$223,933.75 \$2,425,646.15 \$5,124,228.47 \$1,488,906.61 \$0.00

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Section 3 Disbursements

\$0.00 \$250,058.63 Fullerton Pike \$250,058.63 Grant Vernal Pike Rockport Rd 2022 - 2025 Connector Bridge #308 Bridge Insp. Road Grant Grant Grant \$0.00 \$3.825.00 \$597,235.19 \$225,143.61 \$63,204.61 \$3,825.00 \$0.00 S597.235.19 S225,143.61 S63,204.61 \$0.00
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\$0.00	\$0.00
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Other Services and Charges Capital Outlay Total Winter Operations Other Maintenance and Repair Personal Services Other Maintenance and Repair Personal Services Supplies Conter Services and Charges Conter Central Outley Contal Outley Total Other Maintenance and R Lotal Maintenance and Repair Ubher Financing Uses

ANNUAL OPERATIONAL REPORT FOR LOCAL ROADS AND STREETS AND BRDIGES Parl of State Form 54400 (X-2018)

Section 3 - Detail of Disbursements

2021 GO Bond

Disbursements General Administration & Unallocated

Personal Services

Supplies

Other Services and Charges

Capital Outlay Total General Administration & Unallocated

Construction, Reconstruction & Preservation

Personal Services

Supplies Other Services and Charges Capital Outlay

Maintenance and Repair Winter Operations

Personal Services Supplies

Total Other Maintenance and Repair

Debt Service - Principal

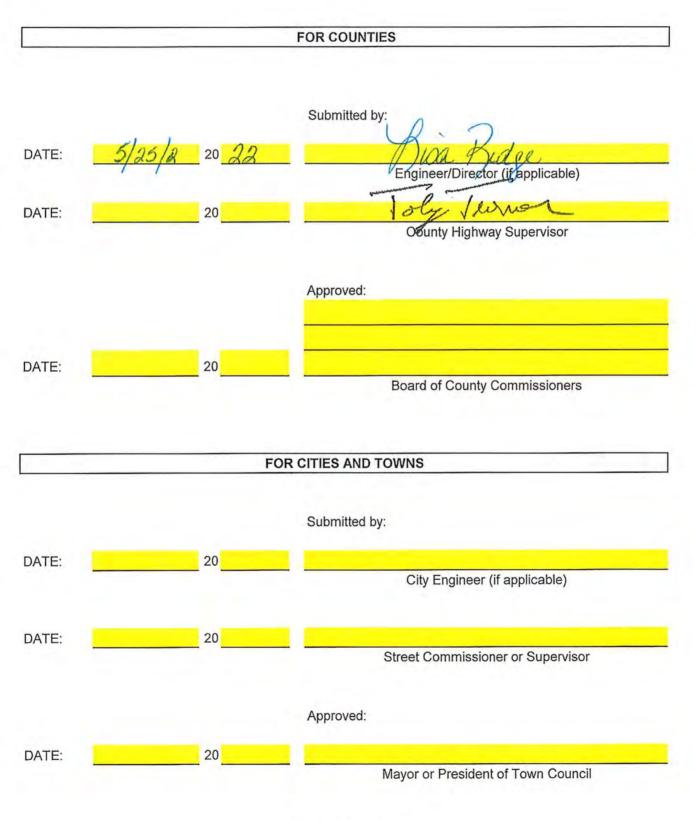
Debt Service - Interest Interfund Loan Payments Interfund Loans Made Investments Purchased

Transfer Out

Total Other Financing Uses Total Disbursements Other

ANNUAL OPERATIONAL REPORT FOR LOCAL ROADS AND STREETS AND BRIDGES SECTION 6 - CERTIFICATION

Part of State Form 54400 (8-10)



Page 24 of 111 Section 6 Certification



WEIGHTS AND MEASURES MONTHLY REPORT State Form 44196 (R2/10-99)



Inspector: Scott A Sowder

0

 Jurisdiction: Monroe

		STA	STATISTICAL	
INSPECTION ACTIVITIES	Correct	Rejected	Confiscated	TOTAL
SCALES				
Vehicle - State Police				
Vehicle - State Inspection				
Vehicle - City or County				
Railroad Scales				
Belt Conveyor Scales				
Livestock Scales				
Portable & Dormant Scales	4			4
Hopper Scales				
Computing Scales				
Suspension Scales				
Prescription Scales	2	1		з
Gram Scales				
Non-Commercial Scales				
MEASURING DEVICES				
LPG Meters				
CNG Meters				
Vehicle Truck Meters				
Gasoline, Kerosene, Diesel Tests	202	38		240
High Flow Diesel Tests				
Mass Flow Meters				
Taxi Meters				
Timing Devices				
CALIBRATIONS AND TESTS				
Commercial Weights				
Prescription Weights				
Wheel Weighers				
Test Weights				
Liquid Measures				
Linear Measures				
Miscellaneous				
OTHER ACTIVITIES				
Packages Checked	89	3		89.
Packages Controlled	271			271
LP Gas Cylinders	24			24
Octane samples				
Measuregraphs				
Misc. Determinations	2			2
GRAND TOTAL	323	39		362

> Indiana Division of Weights & Measures 2525 N Shadeland Ave Ste D3, Indianapolis, IN 46219 Office: (317) 356-7078 * Fax: (317) 351-2878 www.in.gov

Date: 16-Apr to 15-May 2022

NARRATIVE (Explain Miscellaneous Tests and Activities)

Fuel Dispensers

As the weather is starting to break I spent most of the month concentrating on fuel dispensers. I haven't been finding any major issues yet but I am noticing some deferred maintenance. I wil continue concentrating on the dispensers and hopefully have them finished in a timely fashion.

LP Cylinders

I was able to complete a few LP Cylinders this month. I was not able to test as many as I wanted to because of a lack of supply. Hopefully the supply issue will resolve itself and I can integrate some cylinder inspections in with my fuel tests.

Farmer's Market

Due to the late season colder weather, I am holding off my first visit to the markets. Fewer vendors tend to have their scales with them this early so the inspection is limited to just a few scales. I will be going out here in the next few weeks to cover our larger markets in the area.

Package Checking

I was able to get some package checking done this month on the colder days. With the fuel inspections being upon us I will try to get in the stores a couple of more times during the summer months.

Carterine Smith MAY 2 4 2022

Auditor Monroe County, Indiana



Monroe County Board of Commissioners Agenda Request Form

Date to be heard	Formal	Work session	Department
Title to appear on Agenda:		Vand	or #
Title to appear on Agenda:		Vend	or #

Executive Summary:



9745 Randall Drive Suite 110 Indianapolis, IN 46280 Main: 317.316.8300

PROPOSAL

DATE PROPOSAL# 05/05/22 2362

VALID THROUGH: 06/03/22

CUSTOM				INSTALL A	Γ:	
119 W	7TH ST	Y SURVEYOR OFF: IN 47404	.CE	DONNA BARI 119 W. 7TI	UNTY SURVEYOR OF BRICK 812-349-25 H ST DN IN 47404	
CU	JSTOMER	P.O.#	SALES	PERSON		TERMS
			M FLE	MING_E		NET 30 DAYS
#	QTY	PRODUCT	DESCRIPTI	ON	SELL EACH	SELL EXTEND
1	5	K56TMBU	KIMBALL JOYA,TASK,BLACK ME ARM,1 POSITION LOC GRADE 1 INPUT JET Tag 1: CHAIRS		367.22	1,836.10
			KIMBALL CONTRACT #	16342		
3	1	SURCHARGE	KIMBALL KIMBALL SURCHARGE		46.12	46.12
			CHAIRS WILL SHIP D FACTORY TO MONROE OFFICE			
					PRODUCT	1,836.10
					FREIGHT	46.12
DATE	ACCEPTI	ED			TOTAL	1,882.22



OFFICE OF MONROE COUNTY COMMISSIONERS 100 West Kirkwood Avenue The Courthouse Room 322 BLOOMINGTON, INDIANA 47404

> Telephone 812-349-2550 Facsimile 812-349-7320

> > Penny Githens, Commissioner

Julie L. Thomas, President

Lee Jones, Commissioner

May 27, 2022

Kimball 1600 Royal Street Jasper, IN 47549

PROJECT NAME: Monroe County Surveyor Office 5 Joya Chairs This letter authorizes Kimball to sell \$1,882.22 of office furniture against contract 16342 to Monroe County Surveyor Office, 119 W. 7th Street, Bloomington IN 47404. We approve all specifications/drawings delivered by Fleming Interior Group under proposal #2362 to be used for order entry. We understand that invoicing for said furniture will come from Kimball and related payments will be made by us directly to Kimball.

Sincerely,



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 06/01/2	22 Formal 🗸	Work session	Department Commissioners
Title to appear on Agenda:	Request to approve Strauser Co Co. Inc. proposal for installation HVAC system in Election Operat S. Walnut)	of mini-split	# 006322
implement a stand alone m	uilding's existing HVAC system, th nini-split HVAC system. This will e pied during election proceedings.	nsure proper air mover	ment and climate control within the

Fund Name(s):	Fund Number(s):	Amount(s)
Election Fund	1215	\$9,615.00
Presenter: Greg Crohn Speaker(s) for Zoom purposes:		
Name(s)	Phone Number(s)	
Greg Crohn	812-606-0831	
(the speaker phone numbers will be rem	noved from the document prior to posting	

Attorney who reviewed:



453 S. CLARIZZ BLVD. BLOOMINGTON, IN 47401 T 812.336.3608 F 812.336.8870

PROPOSAL

DATE:	April 6, 2022	NO.	22-1893
SUBMITTED TO:	Monroe County Government	PROJECT:	Monroe County Election Operations
ATTN:	Greg Crohn		302 S. Walnut Street

This proposal includes labor, material & equipment for the following work: Drawings provide by Michael Chamblee - Architect dated 3/7/22 <u>SCOPE</u>

- (1) American Standard Ductless Mini-Split System
- Extend conduit and wire to interior and exterior Mini-Split System from main panel

Total Cost \$9,615.00

Excludes: Permits, bonds, sales tax All other trade work unless specified above

Respectfully submitted,

Lennie Strauser

Acceptance of Proposal - The above prices, specifications and conditions are
satisfactory and are hereby accepted. You are authorized to do the work as specified

Signature Date



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 06/01/20	Formal 🖌	Work sessi	on 🗌 🛛 🖸	Department	egal	-
Title to appear on Agenda: Amendment 3 to American Rescu	the Monroe Cou e Plan Act Fund.	nty	Vendor #]
Executive Summary:						
This amends the current plan to utilize the au Treasury. It also adds two project to the AR second is support for the remodeling a portic	PA plan. One is	support for pr	reparing chi	ildren to enter	kindergarten,	

	Amount(s)
NA	NA
Phone Number(s)	
ved from the document prior to posting	ı)
	Phone Number(s)

Cockerill, Jeff

Attorney who reviewed:

Monroe County, Indiana American Rescue Plan Act Policy-Revision 3

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.

- Revenue Replacement: <u>The Treasury allows the County declare up to Ten Million Dollar (\$10,000,000) as lost revenue or demonstrate actual loss if the amount is higher. The County makes that declaration of Ten Million Dollar (\$10,000,000) as lost revenue. Any already incurred expensed for calculation of lost revenue is also included in this plan.</u>
- 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.
- 3. Incentive of \$1,000 per full time employee and \$500 per part time employee for COVID-19 full vaccination (not including boosters) and the provision of proof of such vaccination to the County.
- 4. Use of funding for the organization and project visioning for the negative impacts caused by the COVID-19 Emergency, as it relates community gaps demonstrated in the Criminal Justice Study recently conducted by the County. The County shall enter into a contractual agreement for a Criminal Justice Response Coordinator whose role is to assist the government of Monroe County in review and, where appropriate, implantation of the recommend programs, services, policies, procedures, and internal function of our Criminal Justice system as provided by the RJS Justice Services and Inclusivity Strategic Consulting Reports. With a focus on

reviewing community resources necessary to divert individuals from the Criminal Justice System or transition individuals once released from the Criminal Justice System, based on the Sequential Intercept Model. The impact of this work is expected to help those groups of people who have felt an increase negative impact due to the COVID-19 pandemic.

- 5. Use of funding to improve public infrastructure to support the construction of the Brine System at the Highway Garage. The Brine system will not only promote public safety, but is shown to reduce harmful run off caused by our current winter weather implementation systems and will have reduce pollutants in the storm water system.
- 6. <u>Strengthening the transition to kindergarten especially among children who did not have access to a formal pre-K experience.</u> Normal social growth of children was effected by the isolation experienced during the <u>COVID-19 emergency.</u>
- 7. <u>Support for individuals who have been a victim of human trafficking</u>. <u>The Covid-19 emergency</u> <u>disproportionally effected trafficked individuals</u>. Sojourn House is a local not for profit entity that provides <u>assistance for trafficked individuals</u>, this plan is to provide partial support for the physical housing facility <u>dedicated to this purpose</u>.

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.
- 8. Support for public transportation.
- 9. Respond to the negative impacts caused by the COVID-19 Emergency, particularly funding to support for local working families, including child care.
- 10. Respond to the negative impacts caused by the COVID-19 Emergency, particularly funding to support the elder population
- 11. Respond to the negative impacts caused by the COVID-19 Emergency, supporting Public Health Initiatives, including mental health.
- 12. Support for the tourism industry, including support operation and capital improvements for the current convention center area.
- 13. Expand Broadband services.
- 14. 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.
- 15. Funding for assistance to first responders, law enforcement, health providers, and teachers.

MONROE COUNTY BOARD OF COMMISSIONERS

"YEAS"

"NAYS"

Julie Thomas, President

Penny Githens, Vice President

Julie Thomas, President

Penny Githens, Vice President

Lee Jones, Member

Lee Jones, Member

ATTEST: ____, 2022

Catherine Smith, Monroe County Auditor



Monroe County Board of Commissioners Agenda Request Form

Formal 🗸	Work session	Departm	ent Legal	·····
Commissioners v	v George & Ve	ndor #		
action for road in	nprovement.			
	Commissioners v	Commissioners v George & Vei	Commissioners v George & Vendor #	Commissioners v George & Vendor #

Number(s)
Number(s) 49-2525

Schilling, David

Attorney who reviewed:

STATE OF INDIANA)IN THE MORGAN SUPERIOR COURT NO. 1) SS:)CAUSE NO. 55D01-2008-PL-1204

THE BOARD OF COMMISSIONERS OF THE COUNTY OF MONROE, INDIANA, Plaintiff, v. GEORGE L. BUTCHER and SHARON BUTCHER,

Defendants.

AGREED FINDING AND JUDGMENT

Plaintiff, The Board of Commissioners of the County of Monroe, Indiana ("Board"), by one of its attorneys, Yasmin L. Stump, and Defendants, George L. Butcher and Sharon Butcher ("Defendants"), by their attorney, Christopher D. Lee, (collectively "the Parties") concur in the findings set forth below and move the Court for judgment in this case.

The Court, having examined the record in this case and being duly advised, now FINDS:

1. On June 18, 2020, the Board filed its Complaint for Appropriation of Real Estate ("Board's Complaint") to acquire Defendants' fee simple interest in and temporary easements over portions of Defendants' real estate, which is the subject matter of this case ("subject real estate").

2. The temporary easements that the Board is acquiring in this case are for a period of three (3) years and will commence on the date that the construction affecting the owners' property begins.

3. On June 23, 2020, Defendants were served with notice of the Board's appropriation as provided by IC 32-24-1-6.

4. On July 2, 2020, Defendants appeared by counsel and did not file objections to the Board's Complaint in this case.

5. On July 17, 2020, the Board filed its Verified Motion for Automatic Change of Venue from the County, which the Court granted on July 27, 2020.

6. On July 29, 2020, the Parties filed their Notice of Agreement on Change of Venue from the County and Request to Transfer Case to Morgan County Superior No. 1.

7. On August 7, 2020, this case was venued into Morgan County Superior No. 1.

8. On September 3, 2020, upon the Board's motion, the Court entered its Order of Appropriation of Real Estate and Appointment of Appraisers, in which it ordered the real estate interests that the Board is acquiring in this case appropriated and appointed three disinterested appraisers, pursuant to IC 32-24-1-7(c), to determine total amount of just compensation due as a result of the Board's acquisition.

9. On October 27, 2020, the court-appointed appraisers filed with the Court their Report of Appraisers, in which they determined that total just compensation due to the Board's acquisition in this case is One Hundred Forty-Five Thousand Dollars (\$145,000.00).

10. On November 20, 2020, Defendants filed their Exceptions to Report of Appraisers and Demand for Jury Trial.

11. On November 20, 2020, the Board deposited with the Clerk of the Court the total amount of the court-appointed appraisers' award and court-appointed appraisers' fees in this case.

12. On January 21, 2021, upon the filing of Defendants' Unopposed and Verified Request for Payment of George Butcher and Sharon Butcher, the Court entered its Order Granting Request for Payment of George Butcher and Sharon Butcher, in which it ordered the Clerk of the Court to pay to Defendants One Hundred Thirty-One Thousand One Hundred Sixty-Five Dollars (\$131,165.00) from the funds that the Board previously deposit with the Clerk of the Court.

13. The Parties now agree that total, just compensation due to the Board's acquisition in this case is One Hundred Ninety-Seven Thousand Five Hundred Dollars (\$197,500.00) and that no other party is entitled to compensation due to the Board's acquisition.

14. The compensation provided in this Agreed Finding and Judgment does not include any payment to Defendants that may be made for relocation and/or moving expenses, which is determined and paid separately from any compensation paid in this eminent domain proceeding.

15. Defendants now withdraw their demand for jury trial.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Court's Order of Appropriation, entered on September 3, 2020, is CONFIRMED and that Plaintiff, The Board of Commissioners of the County of Monroe, Indiana, holds fee simple title to and temporary easements over portions of Defendants' real estate, including all immediate rights of possession, as described in the attached Exhibit "A" and the fee simple interest depicted in the attached Exhibit "B," and the temporary easements that the Board is acquiring in this case are for a period of three (3) years and will commence on the date that the construction affecting the owners' property begins.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that Defendants, George L. Butcher and Sharon Butcher, should recover the amount of One Hundred Ninety-Seven Thousand Five Hundred Dollars (\$197,500.00) as total just compensation for the real estate interests acquired in this case; that the Board shall deposit with the Clerk of the Court an additional Fifty-Two Thousand Five Hundred Dollars (\$52,500.00), which is the difference between the judgment amount and the court-appointed appraisers' award, which the Board previously deposited with the Clerk of the Court; that the Clerk of the Court shall, immediately upon receipt of said additional Fifty-Two Thousand Five Hundred Dollars (\$52,500.00), pay Sixty-Six Thousand Three Hundred Thirty-Five Dollars (\$66,335.00), which is the sum of the additional funds deposited and the Thirteen Thousand Eight Hundred Thirty-Five Dollars (\$13,835.00) remaining from the funds that the Board previously deposited, plus interest, if any, accrued on the funds previously deposited with the Clerk of the Court, to Defendants, George L. Butcher and Sharon Butcher, by check, sent by certified mail to their attorney, Christopher D. Lee, at DINSMORE & SHOLH, LLP, One Indiana Square, Suite 1800, Indianapolis, IN 46204, in full satisfaction of this judgment

and any and all of Defendants' claims in this case; and that no other party is entitled to compensation as a result of the Board's acquisition in this case.

IT IS FURTHER ORDERED by the Court that the Clerk of this Court shall promptly send a certified copy of this Agreed Finding and Judgment to the Auditor and Recorder of Monroe County, Indiana; that the Auditor shall remove the fee simple interest in real estate described in the attached Exhibit "A" and depicted in the attached Exhibit "B" from the tax records and rolls of Monroe County, Indiana and cancel the taxes assessed on the fee simple interest in real estate in 2021, due and payable in 2022, and the years thereafter; that the Auditor shall submit evidence of this removal from the tax records by United States mail to Yasmin L. Stump, one of the attorneys for Plaintiff, The Board of Commissioners of the County of Monroe, Indiana, at: YASMIN L. STUMP LAW GROUP, PC, Pennwood Office Park, Suite 101, 11495 North Pennsylvania Street, Carmel, Indiana 46032; and that the Recorder shall, pursuant to IC 8-23-23-1 and without payment of fee, record the transfer of the above-described real estate interests; and that the Recorder shall submit evidence of that recordation, by United States mail, to Yasmin L. Stump, one of the attorneys for Plaintiff, The Board of Commissioners of the County of Monroe, Indiana, at: Yasmin L. Stump Law Group, PC, Pennwood Office Park, Suite 101, 11495 North Pennsylvania Street, Carmel, Indiana 46032.

AGREED TO AND APPROVED BY:

Christopher D. Lee, Attorney for

Yasmin L. Stump, Attorney for Plaintiff, The Board of Commissioners of the County of Monroe, Indiana Atty. No. 14876-49

Plaintiff, The Board of Commissioners of the County of Monroe, Indiana

Defendants, George L. Butcher and Sharon Butcher Atty. No. 17424-47

Defendants, George, L. Butcher and Sharon Butcher

762.90 harm By: Printed Name: (Title: //TDA.

By: _____ Printed Name: _____ Title: _____

Date: _____

Judge, Morgan Superior Court No. 1

Distribution attached.

Copies to:

Yasmin L. Stump Christopher A. Ferguson YASMIN L. STUMP LAW GROUP, PC Pennwood Office Park, Suite 101 11495 North Pennsylvania Street Carmel, IN 46032 Email: yasmin@yasminstumplaw.com chris@yasminstumplaw.com

Christopher D. Lee DINSMORE & SHOHL, LLP 211 North Pennsylvania Street One Indiana Square, Suite 1800 Indianapolis, IN 46204 Email: christopher.lee@dinsmore.com

The Honorable Eric Schmitz Recorder of Monroe County, Indiana Monroe County Courthouse 100 W. Kirkwood Ave. Bloomington, IN 47404

The Honorable Catherine Smith Auditor of Monroe County, Indiana Monroe County Courthouse 100 W. Kirkwood Ave. Bloomington, IN 47404



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 06	/01/20	Formal 🖌	Work session	Department Commissioners
Title to appear on Ag	enda:	garding the Use	of Property Vendor	#
Executive Summary:				
The elections operation	quired by the County fo			peing used for election purposes. enter. This use an interim use

	Name(s):
Elect	ion Fund

Fund Number(s):

1215

Amount(s)

\$4,800 a month

Presenter: Jeff Cockerill

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

Jeff Cockerill

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

Attorney who reviewed:

Cockerill, Jeff

MEMORANDUM REGARDING THE USE OF PROPERTY

THIS MEMORANDUM, by the Board of Commissioners of Monroe County, Indiana, concerning the former NAPA Auto Parts Building located on the Southwest Corner of Walnut and Third Street ("property").

WHEREAS, the property was purchased using Innkeepers Tax revenue with the express purpose of utilizing this property for Convention Center expansion; and,

WHEREAS, the long term use of the property is for the Convention Center expansion project; and,

WHEREAS, the COVID-19 Pandemic has delayed the planning for the Convention Center project; and,

WHEREAS, when the property was purchased it was under lease for an auto parts seller ("NAPA") that lease has ended and the building is currently vacant; and,

WHEREAS, the Election Board has asked for additional space for elections and through conversations the Commissioners and Election Board agree the use of the property is the best location for 2022; and,

WHEREAS, this Memorandum sets forth the terms of the use as it relates to the Convention Center Obligations

1. Property

The property located at 302 S. Walnut Street, Bloomington, Indiana.

2. Length of Use

The property will be used for the Calendar year 2022, unless otherwise extended by the Commissioners. Any extension shall be for a full year; however, no extension shall occur if it would impede the Convention Center Expansion project.

3. Use

The County Commissioners shall assign this space to the Clerk's office Election Division for primary and general election use. The Election Board and Clerk Election Staff shall work with the County's Building and Fleet manager to make recommendations to the County Commissioners of any necessary modifications to the building or parking area.

4. Revenue Replacement

The Commissioners understand that rental amounts from this building have supported the debt service payments for the Convention Center. The Commissioners will compensate the convention center debt fund at \$4,800 a month, for use of the property that started in February 2022.

5. Maintenance

The County Commissioner's, shall keep and maintain the exterior and mechanical portions of the premises in a safe and sanitary condition including trash and snow removal, routine maintenance of the electrical, mechanical, heating, cooling and plumbing systems, roof of the building. County Clerks' office shall maintain the interior of the space in a safe and sanitary condition and shall immediately report to Commissioners Office of any the electrical, mechanical, heating, cooling and plumbing systems issues.

6. Alterations

The County Commissioners, working with the Election Board and the election staff, shall make alternations to the space.

7. Insurance

The Commissioners shall maintain the Insurance in the same manner as other County Buildings.

8. Utilities

The Commissioners will provide for all utilities used in connection with the premises.

IN WITNESS WHEREOF, the parties have set forth their hands and seals as of this ______ day of _______, 2022.

Board of Commissioners of Monroe County, Indiana

Julie Thomas, President

Penny Githens, Vice President ATTEST:

Lee Jones, Member

Catherine Smith, Auditor



Monroe County Board of Commissioners Agenda Request Form

	nent between Monroe County Board missioners and Washington hip Water Authority	Vendor #
executive Summary:		
	Fund Number(s):	Amount(s)
Fund Name(s): Cumulative Cap-Trails	Fund Number(s):	Amount(s) \$268,700.00
Cumulative Cap-Trails Presenter: Angela Purdie Speaker(s) for Zoom purpe	DSES:	
Cumulative Cap-Trails Presenter: Angela Purdie	1138	
Cumulative Cap-Trails Presenter: Angela Purdie Speaker(s) for Zoom purpo Name(s)	DSES:	\$268,700.00

LPA UTILITY REIMBURSEMENT AGREEMENT (Work by Utility)

Agreement Amount:	\$268,700.00	Des No:	0902215
Agreement Type:	Work By Utility	Project No: _	0902215
Work Description:	Water Utility Relocation	Road:	Old S.R. 37
		County:	Monroe

This Agreement, made and entered into, by and between (include full entity name and address)

Washington Township Water Authority

1100 E. Chambers Pike, Bloomington, Indiana 47408

(hereinafter referred to as the Utility,) and <u>Monroe County</u>, through the <u>Monroe County Board of</u> Commissioners, (hereinafter referred to as LPA), together referred to as the Parties.

WITNESSETH:

WHEREAS, LPA desires to as referenced by the Des No. and Project No. given above (hereinafter referred to as the "project"); and

WHEREAS, due to said highway construction certain adjustments, removals, alterations, and/or relocations of the existing facilities of the Utility will have to be made as shown on the plan marked Exhibit "A" attached hereto and incorporated by reference; and

WHEREAS, LPA has determined the Utility to be eligible for reimbursement; and

WHEREAS, the State of Indiana, through the Indiana Department of Transportation (hereinafter referred to as "INDOT" or "State"), will recommend approval of this project, if applicable, to the Federal Highway Administration for construction with funds apportioned to the State under Title 23, United States Code and Acts amendatory thereof and supplementary thereto; and

WHEREAS, it is necessary for the parties hereto to comply with the applicable terms and provisions of the Federal-Aid Policy Guide (hereinafter called the Policy Guide and available at <u>http://www.fhwa.dot.gov/legsregs/directives/cfr23toc.htm</u>on the FHWA website) and 23 CFR 645 Subpart A, which is hereby incorporated by reference, in order to receive reimbursement; and

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WHEREAS, it is in the best interest of the Utility and LPA for the Utility to make the necessary adjustments, removals, alterations, and/or relocations of its existing facilities, as shown on said Exhibit "A" with the Utility's regular construction and maintenance forces, or by a contractor paid under a contract let by the Utility with the approval of LPA as provided for under 23 CFR 645.115.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained and the adequacy of consideration as to each of the parties to this agreement is hereby mutually acknowledged, and other good and valuable considerations, the receipt is hereby acknowledged and intending to be legally bound the Parties hereby covenant and agree as follows:

SECTION 1 – DESCRIPTION OF WORK AND ITEMIZED COST ESTIMATE

The Utility shall: make the necessary adjustments, removals, alterations and/or relocations to its existing facilities as further shown in Exhibit "A", attached hereto and incorporated by reference in the following manner: [Check the following that applies]

□With its regular construction or maintenance crew and personnel at its standard schedule of wages and working hours.

⊠By an approved contractor, as set forth in 23 CFR 645.109 and/or 645.115.

The preliminary itemized cost estimate for this project is set forth in attached exhibit "B", incorporated by reference, and prepared in accordance with the Policy Guide.

Exhibit "B" shall include an itemized estimate of all anticipated cost, including, but not limited to, materials, labor, equipment cost, preliminary and construction engineering cost, administrative cost, eligible property cost, and/or contracted services. Each item shall be shown as a 'per unit' cost.

SECTION 2 - WORK COMMENCEMENT

The Utility shall not start work on the adjustments, removals, alterations and/or relocations covered by this Agreement until written authorization has been given the Utility by LPA or until a satisfactory starting date has been established with the appropriate LPA project coordinator.

SECTION 3 - SUBORDINATION OF RIGHTS

[Check one or both of the following that applies]

⊠The existing facilities are located on public right-of-way.

⊠The existing facilities are not located on public right-of-way

If such facilities are located on property, other than public right-of-way, and the Utility

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either has an easement thereon or a continuing right to maintain the facilities in that location, the Utility, for and in consideration of this Agreement, shall subordinate the Utility's rights herein to those of the LPA in the highway right-of-way by executing a subordination Agreement.

SECTION 4 – MATERIAL ALTERATIONS DUE TO CHANGED AND UNFORESEEN CIRCUMSTANCES

The Utility shall modify its facilities in accordance with the plans, specifications, and estimates shown in Exhibits "A" and "B". No work shall be performed by the Utility beyond the scope contemplated by Exhibits "A" and "B" without prior written authorization by LPA.

In the event there are changes in the scope of work, extra work, or major change in the planned work covered by the approved agreement, plans and estimate, the Utility shall inform LPA as soon as practical upon discovery. The Utility shall also notify LPA of any material alterations due to unforeseen circumstances as soon as practical upon discovery. Such notification shall consist of a letter, telephone call, or other electronic communication confirmed by letter to the following address:

Monroe County Highway Department 501 N. Morton Street, Suite 216 Bloomington, Indiana 47404

Said communication shall include sufficient information to indicate the nature of the changed or unforeseen circumstances, the location of the changed or unforeseen circumstances, and the impact of the changed or unforeseen circumstances upon the Utility's relocation efforts, cost of the relocation, the time necessary to complete the relocation, and the extent of relocation.

SECTION 5 – PAYMENTS

All payments shall be made in arrears in conformance with LPA fiscal policies and procedures. No payments will be made in advance of receipt of the goods or services that are the subject of this agreement except as permitted by State law.

SECTION 5 (A) - STANDARD PAYMENT METHOD

LPA shall reimburse the Utility for any item of work or expense involved if performed at the written direction of the LPA. The LPA shall reimburse the Utility for actual cost of the work completed upon presentation of a valid invoice.

This Utility may submit one invoice per calendar month for work covered by this agreement. The Utility shall attach an itemization of cost incurred with each invoice. This itemization of cost shall appear in the same form and manner as the preliminary estimate as shown on Exhibit "B".

Within forty-five (45) days after receipt of a valid invoice from the Utility and the approval thereof by the LPA, the LPA will reimburse the Utility for its actual expenses. If the LPA does not agree with the amount invoiced by the Utility, the LPA will send the Utility a letter by regular mail and list the differences. The letter will be sent to the Utility's address as shown on page 1 of this agreement, or such subsequent address that the Utility may give to the LPA's authorized representative.

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Making a partial payment shall not abrogate the LPA's right to dispute in good faith the Utility's claim for compensation. Such good faith disputes shall be resolved upon presentation of the Utility's final contract invoice and the resolution of any audit performed according to Section 8 of this agreement.

SECTION 5 (B) – LUMP SUM PAYMENT METHOD

The Utility may elect to petition LPA for payment of relocation expenses by Lump Sum. Such petition shall include Exhibits "A" and "B" along with a detailed explanation requesting payment by lump sum and showing how all individuals will be best served by such payment method.

LPA may make payment by lump sum if the total cost for relocation does not exceed \$100,000.00. Lump sum payments in excess of \$100,000.00 will be made only if in the best interest of the public in accordance with 23 CFR 645.113(f) and approved by the Federal Highway Administration.

If a lump sum payment is approved, the Utility shall submit one Contract Invoice no later than ninety (90) days after relocation work is completed. The LPA shall issue reimbursement within forty-five (45) days after receipt of a valid Contract Invoice. No amount in excess of agreed amount in Exhibit "B" shall be reimbursed.

SECTION 6 - COST INCREASES

An invoice that increases the total invoiced project cost above the amount shown in Exhibit "B" shall not be approved until LPA has issued another purchase order or an advice of change (AC) order to cover the increased cost of relocation. If the invoice causes the total invoiced project cost to exceed the amount shown in Exhibit "B" by more than 10%, the invoice shall not be approved until the Utility submits a revised estimate and justification for the additional cost of relocation. The Utility acknowledges that until the above conditions are met LPA may return any invoice submitted by the Utility which when totaled with previous invoices paid (or to be paid) by LPA exceeds the amount shown in Exhibit "B" by more than 10%.

LPA shall make every effort to expedite the payment of any approved cost increase above the amount originally agreed upon.

SECTION 7 - FINAL BILL

The utility shall present its final contract invoice accompanied by an itemized cumulative invoice within ninety (90) days of completion of its work. All documents required to substantiate any claims for payment shall be submitted with this final contract invoice. Such supporting documentation shall include, but shall not be limited to, copies of material invoices, time sheets, vendor and/or contractor invoices and other such documents as may be deemed necessary by LPA to support such invoice.

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SECTION 8 – RECORDS

The accounts and records of the Utility and any contractor or subcontractor involved in carrying out the proposed work shall be kept in such manner that they may be readily audited and actual cost determined, and such accounts shall be available for audit by auditors of LPA, and the Federal Highway Administration for a period of not less than three (3) years from the date final payment has been received by the Utility in accordance with 23 CFR 645.117.

In the event of a dispute with regard to the allowable expenses or any other issue under this Agreement, the Utility shall thereafter continue to maintain the accounts and records until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

Upon completion of the Utility's work, INDOT's Division of Accounting and Control may audit the Utility's records to determine the cost of relocation. Such audit shall be in accordance with generally accepted auditing standards and the appropriate cost principles as set forth in 48 CFR part 31.

Final payment shall be in accordance with INDOT's resolution of the final audit. If additional money is due the Utility, LPA shall make payment to the Utility within forty-five (45) days after the audit resolution is approved by INDOT's Division of Accounting and Control. If the audit resolution shows that the Utility has been overpaid, LPA shall bill the Utility for such overpayment and provide supporting documentation. The Utility shall pay LPA within forty-five (45) days after receipt of such bill. If the Utility has not paid such bill within forty-five (45) days, LPA may offset such amount against claims that the Utility has against LPA.

SECTION 9 -- BINDING UPON SUCCESSORS OR ASSIGNS

This agreement shall be binding upon the parties and their successors and assigns.

SECTION 10 - GENERAL LIABILITY PROVISIONS

The Utility for itself, its employees, agents and representatives, shall indemnify, protect and save harmless Monroe County, and the State of Indiana from and against any and all legal liabilities and other expenses, claims, cost, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property (hereafter "Claim"), arising out of intentional tortious acts or whether due in whole or in part to the negligent acts or omissions of the Utility, its employees or agents or contractors, in relation to or in connection with any work performed or to be performed pursuant to this agreement, provided however, that where the LPA has been found liable by a court, tribunal or governing body entitled to make such a determination for intentional tortious acts and/or negligence with respect to the occurrence or occurrences giving rise to the Claim, the Utility shall have no duty to indemnify, protect, or save harmless either the LPA or the State of Indiana.

SECTION 11 – INCORPORATION OF THE UTILITY POLICY GUIDE

The Policy Guide forms an essential part of this agreement, and the terms or provisions of this agreement in no way abrogate or supersede the terms or provisions set forth in said Policy Guide.

SECTION 12 - PENALTIES / INTEREST / ATTORNEY'S FEES

LPA will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, and/or attorney's fees, except as required by Indiana law.

SECTION 13 – COMPLIANCE WITH LAWS; APPLICABLE LAW

The UTILITY agrees to comply with all federal, state and local laws, rules, regulations, or ordinances that are applicable at the time the UTILITY's services pursuant to this Contract are rendered, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any Indiana or federal statute or the promulgation of regulations there under after execution of this Contract shall be reviewed by the Office of the Indiana Attorney General and the UTILITY to determine whether the provisions of this Contract require formal amendment.

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

SECTION 14 – COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT As required by IC 5-22-3-7:

- (1) The UTILITY and any principals of the UTILITY certify that
 - (A) The UTILITY, except for de minimis and nonsystematic violations, has not violated the terms of
 - (i) IC 24-4.7 [Telephone Solicitation of Consumers],
 - (ii) IC 24-5-12 [Telephone Solicitations], or
 - (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (B) The UTILITY will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
- (2) The UTILITY and any principals of the UTILITY certify that an affiliate or principal of the UTILITY and any agent acting on behalf of the UTILITY or on behalf of an affiliate or principal of the UTILITY:
 - (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (B) Will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

SECTION 15 -- CONFLICT OF INTEREST

A. As used in this section:

"Immediate family" means the spouse and the unemancipated children of an individual. "Interested party," means:

- 1. The individual executing the Contract;
- 2. An individual who has an interest of three percent (3%) or more of UTILITY, if UTILITY is not an individual; or
- 3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Commission" means the State of Indiana Ethics Commission.

- B. LPA may cancel this Contract without recourse by UTILITY if any interested party is an employee of the LPA or the State of Indiana.
- C. LPA will not exercise its right of cancellation under section B above if the UTILITY gives LPA an opinion by the Commission indicating that the existence of this Contract and the employment by the LPA or State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of LPA or State employees. LPA may take action, including cancellation of this Contract consistent with an opinion of the Commission obtained under this section.
- D. UTILITY has an affirmative obligation under this Contract to disclose to LPA when an interested party is or becomes an employee of the LPA or the State of Indiana. The obligation under this section extends only to those facts that UTILITY knows or reasonable could know.

SECTION 16-DRUG-FREE WORKPLACE CERTIFICATION

The UTILITY hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the UTILITY has been convicted of a criminal drug violation occurring in the UTILITY's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of the Contract and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total Contract amount set forth in this Contract is in excess of \$25,000.00, UTILITY hereby further agrees that this Contract is expressly subject to the terms, conditions and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the UTILITY and made a part of the contract or agreement as

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part of the contract documents.

The UTILITY certifies and agrees that it will provide a drug-free workplace by:

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

SECTION 17 – FUNDING CANCELLATION CLAUSE

When the LPA or the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, the Contract shall be canceled. A determination by the LPA or the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

SECTION 18 - NON-DISCRIMINATION

A. Pursuant to I.C. 22-9-1-10, the Utility and its Contractor and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color,

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religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.

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

SECTION 19 – DEBARMENTAND SUSPENSION

The UTILITY certifies, by entering into this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal agency or department agency or political subdivision of the State of Indiana. The term "principal" for the purposes of this agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the UTILITY.

SECTION 20 – CERTIFICATIONS FOR FEDERAL-AID CONTRACTORS LOBBYING ACTIVITIES

The UTILITY certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the UTILITY has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The UTILITY also agrees by signing this Contract that it shall require that the language of

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this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

SECTION 21 - ETHICS

The UTILITY and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the LPA, as set forth in Indiana Code § 4-2-6 etseq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the UTILITY is not familiar with these ethical requirements, the UTILITY should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<<hr/>http://www.in.gov/ethics/>>>. If the UTILITY or its agents violate any applicable ethical standards, the LPA may, in its sole discretion, terminate this contract immediately upon notice to the UTILITY. In addition, the contractor may be subject to penalties under Indiana Code § 4-2-6-12.

SECTION 22 – NON-COLLUSION

The undersigned attests, subject to the penalties for perjury, that he/she is the contract party, or that he/she is the representative, agent, member or officer of the UTILITY that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of the Contract.

SECTION 24 - BUY AMERICA CERTIFICATION

The Utility agrees that all steel and cast iron materials and products to be used under this agreement will be produced and manufactured in the United States of America pursuant to the requirements of 23 CFR 635.410

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IN WITNESS HEREOF, the parties hereto separately and severally have caused this instrument to be executed in their respective names by and through their duly authorized officers.

THE UTILITY:

ATTEST:

WASHINGTON TOWNSHIP WATER AUTHORITY (Utility Name)

(Signature of Officer)

(Officer's Name, Printed or Typed)

Tresidenz

(Officer's Position)

Attest Name Prin

(Attest Position)

ACKNOWLEDGEMENT

State of INDIANA

County of MONROE SS:

Before me, the undersigned Notary Public in and for said County and State, personally appeared:

KENNY L. BRYANT, PRESIDENT + JERRY AVERS TREASURER (Name of officers and position of officers of Utility) WASHINGTON TOWNSHIP WATER AUTHORITY (Name of Utility)

and acknowledged the execution of the foregoing contract on this 20 day of APRIL

20<u>22</u>

Witness my hand and seal the said last day.

My Commission expires 2-21-2023 Mark Schmitter Commission Number 663300 Notary Public Owen County, Indiana My Commission Expires 2-21-2023

(Signature)

MARK & SCHMITTOR (Printed or Typed) (Notary Public)

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(Seal)

MONROE COUNTY:

BY: BOARD OF COMMISSIONERS	ATTEST:
(Signature)	(Attest Signature)
(Printed or Typed)	(Attest Name, Printed or Typed)
(Signature)	(Attest Position)
(Printed or Typed)	
(Signature)	
(Printed or Typed)	
ACKN	OWLEDGEMENT
State of	County of SS:
	n and for said County and State, personally appeared:
20	
Witness my hand and seal the said last day.	
My Commission expires	(Signature)
(Seal)	(Printed or Typed) (Notary Public)

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EXHIBIT "A"

Washington Township Water Authority – Bikeway Plans, Bicentennial Pathway, Phase 1

Date: March 23, 2022

Subject:

Utility Relocation Work Plan for:	Washington Township Water Authority
Facility Type:	Water

Section 1: General Information

A. INDOT/LPA Project Information

1.	DES NO.:	0902215
2.	Route Number:	Old SR 37 (IR 1030)
3.	Location:	Audubon Drive to Old Meyers Road
4.	Work Type:	Bike/Pedestrian Facilities
5.	Letting Date:	May 5, 2022
6,	Date Work Plan Needed	January 15, 2022
7.	Target Date for Utility to be out of conflict with INDOT Project	June 1, 2022
	Intermediate Phase	Enter Target Date
	Intermediate Phase	Enter Target Date

B. Utility Designated Contact – Information

1.	Designated Contact Name:	Mark Schmitter - Manager
2.	Office telephone:	812-332-3230
3.	Mobile telephone:	812-360-0044
4.	Email address:	Mark:schmitter@attinet
5.	Agency name	Washington Township Water Authority
6,	Address:	1100 E-Chambers Pike
7.	City, State, Zip Code:	Bloomington, IN 47408
8.	Construction Emergency Contact:	
	Name:	Mark Schmitter
	Number:	812-360-0044

C. By signing here, the Utility has determined to the best of their ability that they do not have facilities within the project area:

N/A	N/A	N/A
Signature of Utility Representative	Print Name	Date

Note: A signature by the utility representative at item "(C)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct

Washington Township Water Authority – Bikeway Plans, Bicentennial Pathway, Phase 1

1.	Utility Coordinator Name:	Roy Carlsgaard
2.	Office Telephone:	317-840-0026
3.	Mobile Telephone:	317-840-0026
4.	Email Address:	roy@ixoyeengineering.com
5.	Agency Name:	IXOYE Trail & Greenways Engineering, Inc., consultant for Monroe County, Indiana
6.	Address:	P.O. Box 48
7.	City, State, Zip Code	Bargersville, IN 46106

D. INDOT/LPA Utility Coordinator Contact Information

<u>Section 2:</u> A narrative description of existing facilities within the project limits and any facility relocation that will be required. [IAC 13-3-3(c)]

- A. Describe what types of existing active and inactive facilities are present.
 - Washington Township Water Authority has existing, active 3-inch and 4-inch water main and appurtenances (Approximately Sta. 126+00 to Approximately Sta. 141+00) on the west side and approximately 141+00 to 182+00 on the east side of Old State Road 37. Appurtenances include everything needed to operate water infrastructure including piping, valves, fittings, customer meters, etc. There are no existing inactive water mains. The existing and active 3-inch water main has multiple service line connections to customer meters along the length of the project. See Preliminary Relocation Plans Satisfying Section 7 of this document for more detailed information. The water main has been potholed in several locations. Refer to the utility coordinator for more information.
- B. Describe the location of existing active and inactive facilities. See Response in Section 2A
- C. Describe what will be done with existing active and inactive facilities.

The existing, active 3-inch water main (Approximately Sta. 129+50 to Approximately Sta. 134+90) will be retired in place within the proposed INDOT Right-of-Way. It will be replaced by a new, relocated water main that will be located west of the proposed INDOT Right-of-Way. Services connections to customer meters will be relocated deeper where required due to cut/fill activities associated with the Bikeway Project. The existing service lines being relocated will be retired in place. All other WTWA Facilities will remain in place and active. See Preliminary Relocation Plans Satisfying Section 7 of this document for more detailed information.

D. Describe the details of the proposed new facilities.

A new 3-inch water main (Approximately Sta. 129+50 to Approximately Sta. 134+90) will be installed on the northwest side of Old State Road 37, out of the proposed INDOT Right-of-Way. The new main will include connections to existing services, new services will also be required along portions of the 4-inch main where cut/fill activities conflict with the existing services. See Preliminary Relocation Plans Satisfying Section 7 of this document for more detailed information. The new water main will maintain a minimum of 48-inches of cover and 18-inches of separation between storm and sanitary sewer structures. This separation is required by Ten-States Standards. The new water service line will maintain a minimum of 48-inches of cover and 18-inches of separation between storm and sanitary sewer structures. This separation is required by Ten-States Standards. Connection between the new water service line and new meter pit is typically at a depth of 3-4 feet. Exact location and depth of the water main will be determined during the design phase of the water main relocation and after Highway-Utility Reimbursement Agreement execution. Final design of relocation will include profiles of

Washington Township Water Authority - Bikeway Plans, Bicentennial Pathway, Phase 1

road crossings at station of crossing.

- E. Describe the proposed location of the new facilities. See Response in Section 2D
- F. By signing here, the Utility has determined to the best of their ability that they have facilities within the project area and the facilities are not in conflict with the project based upon the plans received on < October 21st, 2020 via email from Roy Carlsgaard, the Utility Coordinator >

N/A	N/A	N/A
Signature of Utility Representative	Print Name	Date

Note: A signature by the utility representative at item "(F)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct.

<u>Section 3:</u> A statement whether the facility relocation is or is not dependent on the acquisition of additional property interests with a description of that work. [IAC 13-3-3(c) (2) (B)] Washington Township Water Authority anticipates that it will likely need five (5) easements for the proposed

water main relocation.

<u>Section 4:</u> A statement whether the utility is or is not willing to allow the INDOT contractor to do the required work as part of the highway contract. [IAC 13-3-3(c) (3)]

Washington Township Water Authority is not willing to allow INDOT Contractor to do required work as part of the highway contract.

Section 5: From the date the work plan is approved by both parties; please provide the Utility's pre-construction scheduling information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

A.	The expected lead time in calendar days to obtain required permits:	30 days from submission of the IDEM NOI to Construct a Water Main Extension
Β.	The expected lead time in calendar days to obtain materials:	60 Days
C.	The expected lead time in calendar days to schedule work crews:	60 Days
D,	If the contractor is being selected by competitive bid what is the date of selection?	Contingent upon Work Plan approval, Highway-Utility Reimbursement Agreement execution, and receipt of Notice to Proceed
E.	The expected lead time in calendar days to obtain new property interests:	60 Days
F.	The earliest date when the utility could begin to implement the pre- construction activities of the work plan:	As soon as a Highway-Utility Reimbursement Agreement is executed
G.	The total number of calendar days for pre-construction activities: (accounting for concurrent activities)	120 Days

Section 6: The Utility Construction Scheduling Information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

A. A statement whether the facility relocation is or is not dependent on work to be done by another utility with a description of that work. [IAC 13-3-3(c)(2)(A)(i)]

Washington Township Water Authority – Bikeway Plans, Bicentennial Pathway, Phase 1

1. Utility A, with a description of the required work.

The Washington Township Water Authority's water main relocation is not dependent upon work to be done by another utility's relocation.

2. Utility B, with a description of the required work. Not Applicable

3. Utility C, with a description of the required work. Not Applicable

B. A statement whether the facility relocation is or is not dependent on work to be done by the department or the department's contractor with a description of that work. [IAC 13-3-3(c)(2)(A)(ii)]

1. Work item A

The Washington Township Water Authority's water main relocation would not be dependent upon work done by the Department or the Department's Contractor. However, prior to the water main relocation, the new INDOT Right-of-Way would need to be staked.

2. Work item B Not Applicable

3. Work item C Not Applicable

- C. How many calendar days after the events identified in Sec 6 A and B are completed can the utility begin construction: Immediately
- D. The number of calendar days to complete the relocation work:90 Days

<u>Section 7</u>: A drawing of sufficient detail with station, offset, elevations, and scale to show the proposed location of the facility relocation, which takes precedence over the narrative description of the work, needs to be on INDOT Construction drawings. [IAC 13-3-3(c) (6)]. Plans must be attached to this Work Plan Document. A water main relocation drawing is enclosed.

Section 8: For each work plan the utility shall include a cost estimate for the facility relocation. For reimbursable work the estimate will identify betterment and salvage which is not reimbursable. [IAC 13-3-3(d)] Washington Township Water Authority has a continuing contract with Infrastructure Systems, Inc. See attached cost estimate.

<u>Section 9</u>: For work the utility is entitled to be compensated by the Department, the work plan shall include documentation of property interests and compensable land rights. [IAC 13-3-3(d)] Information will be forwarded upon request.

<u>Section 10</u>: The implementation of this approved work plan is dependent upon the issuance of: (a notice to proceed will be provided when items in Section 6 are accomplished)

Items Completed	Yes	Not Applicable
An executed reimbursement agreement with INDOT/LPA:	X	
A relocation permit from INDOT/LPA:	X	

(Note: Double-click on box in Yes or NA to mark it with an "X")

Washington Township Water Authority - Bikeway Plans, Bicentennial Pathway, Phase 1

Signature of Utility Representative

3/24/2022

Mark Schmitter – Manager – Washington Township Water Authority

Utility Representative Name Printed

INDOT/LPA use only below this point ------ INDOT/LPA use only below this point

INDOT/LPA use only below this point ------ INDOT/LPA use only below this point

The following sections are to be used by INDOT personnel to review the utility relocation work plan.

Section 11: The Department shall review the work plan to ensure that it: [IAC 13-3-3(e)]

Description	Yes	N/A	Utility Coordinator Initials
(1.a) is compatible with department permit requirements	X		RNC
(1.b) is compatible with the project plans	X	語	RNC
(1.c) is compatible with the construction schedule	X	30	RNC
(1.d) is compatible with other utility relocation work plans	X		RNC
(2.a) has reasonable relocation scheme	X	18	RNC
(2.b) has a reasonable cost for compensable work	X	重	RNC

(Note: Double-click on box under Yes or N/A to mark it with an "X")

arlagaard

Utility Coordinator Signature

03/28/2022 Date

Roy N. Carlsgaard

Utility Coordinator Name Printed

Section 12: Approved Work Plan. [IAC 13-3-3(f)]

I have reviewed the work plan and have been made aware of the schedule and budget.

5|Page

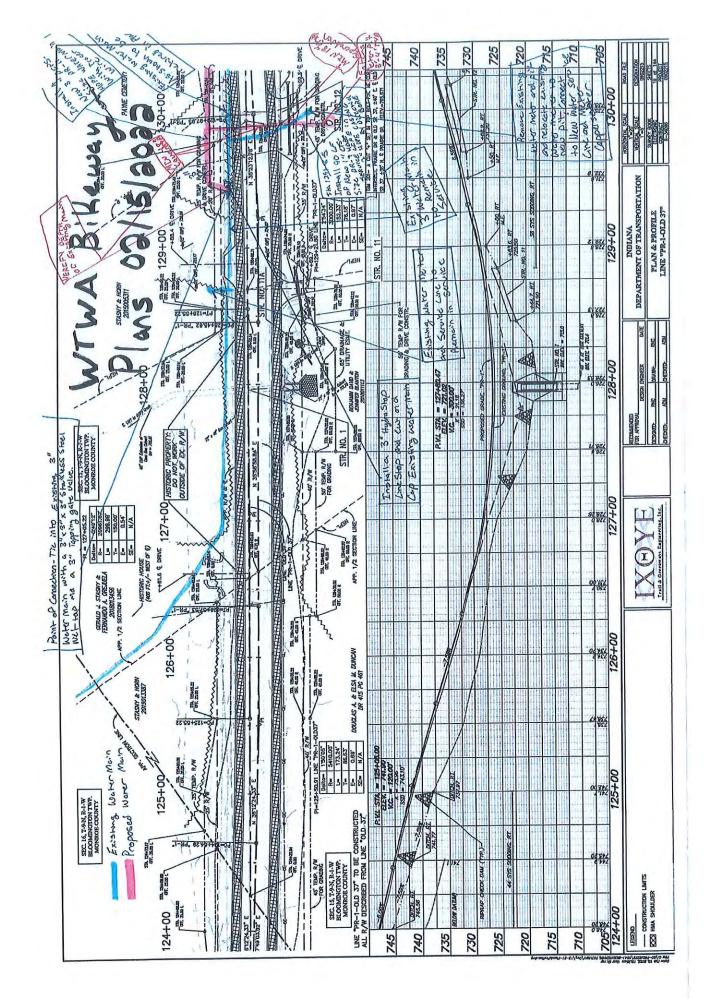
Washington Township Water Authority – Bikeway Plans, Bicentennial Pathway, Phase 1

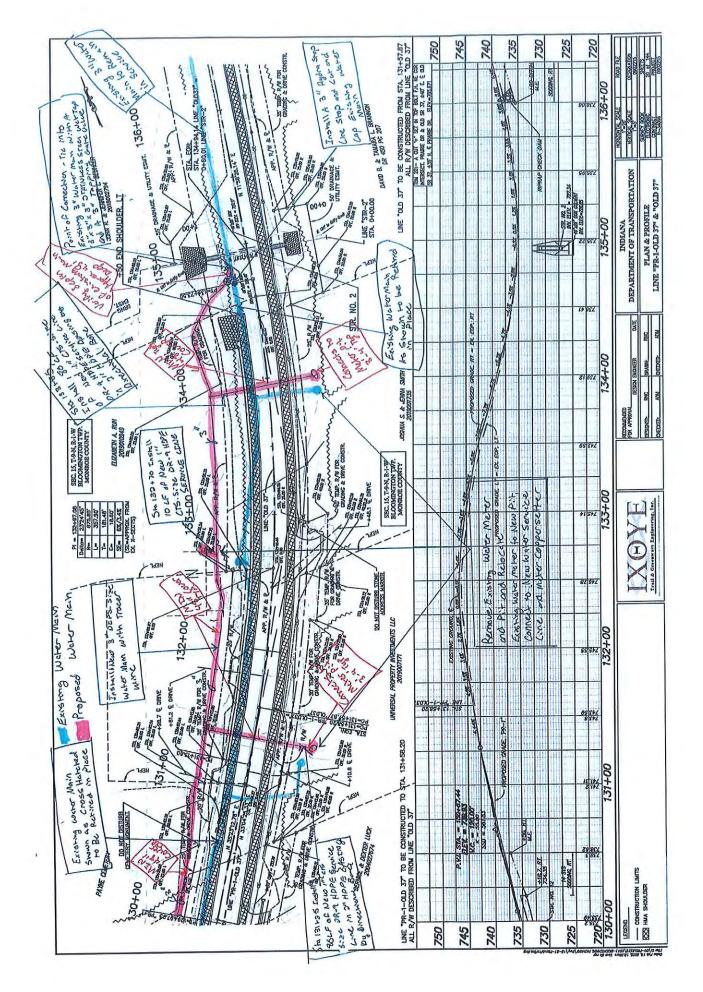
Project Manager Signature (LPA Project – ERC Signature)

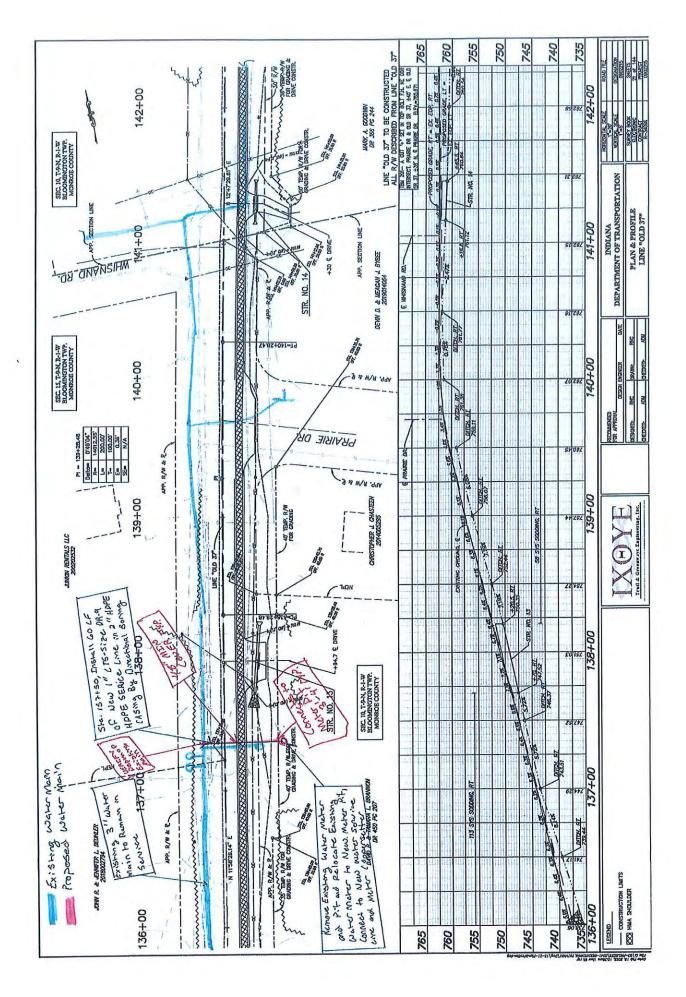
3/28 Date

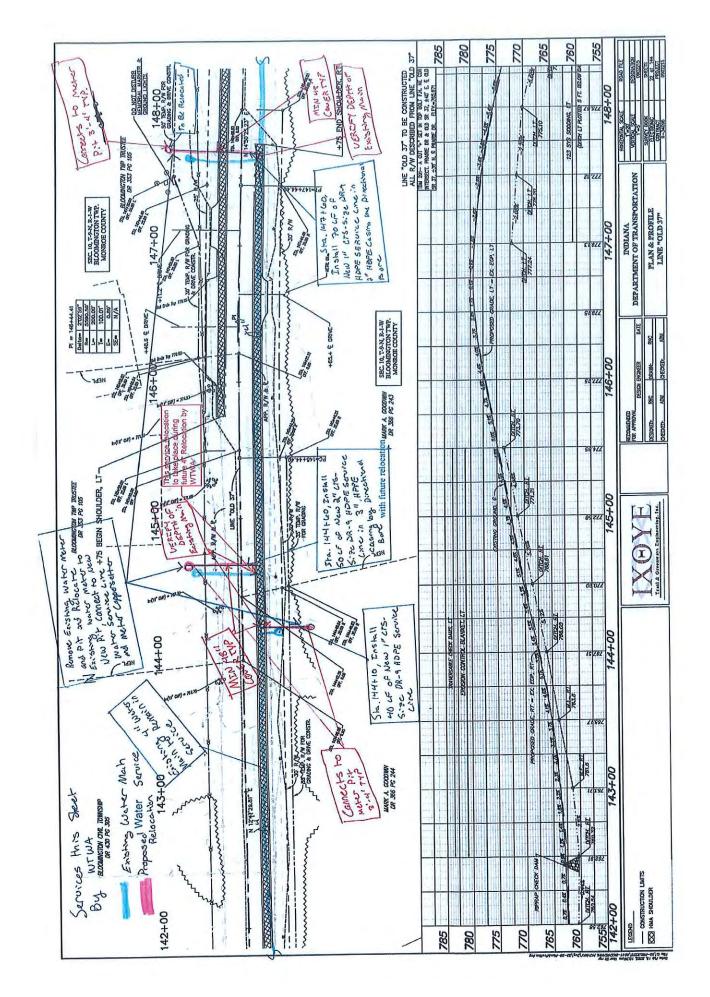
65

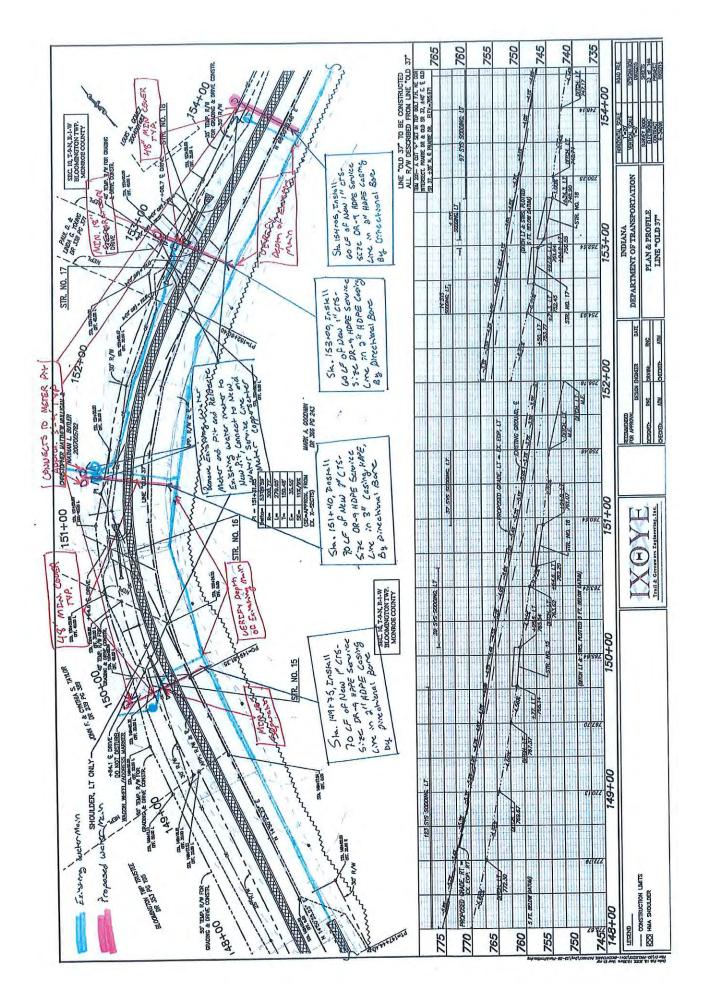
Project Manager Name Printed (LPA Project – ERC Name Printed)

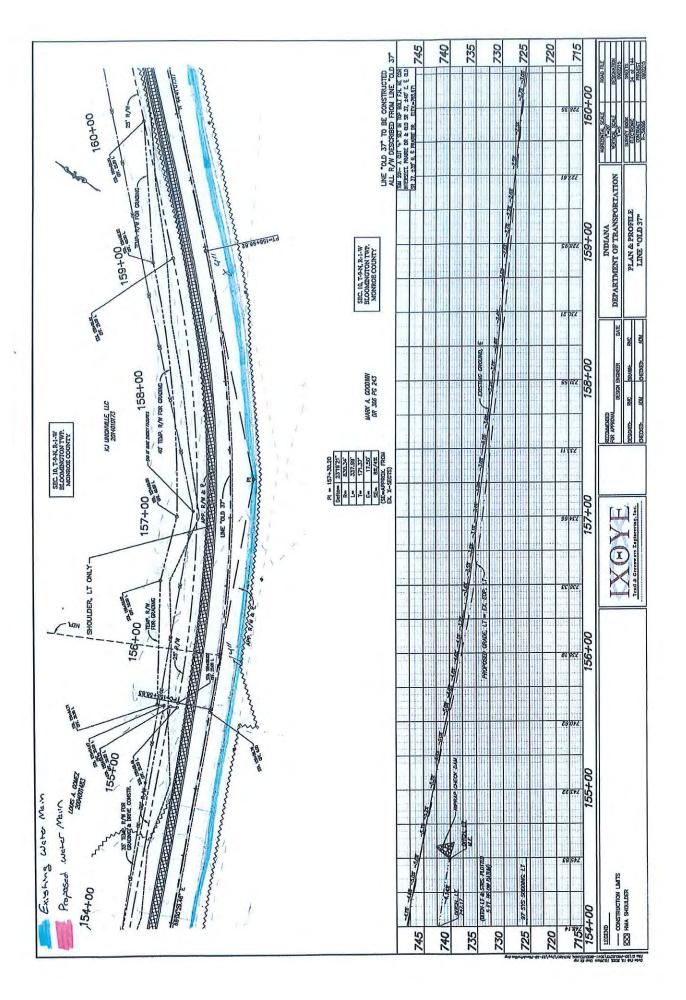












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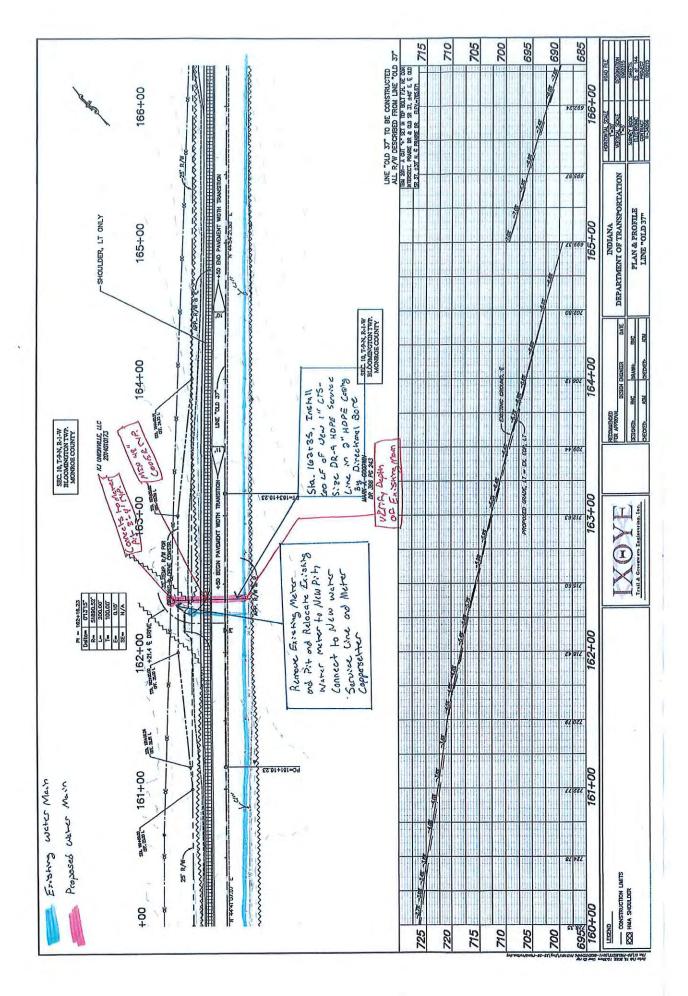


EXHIBIT "B"

PROBABLE PROJECT COSTS FOR WASHINGTON TOWNSHIP WATER AUTHORITY WATER MAIN RELOCATION BICENTENNIAL PATHWAY, PHASE I INODT DES. NO.: 0902215 FEBURARY, 2022 MEI PROJECT # 2021029-02

I. PROBABLE CONSTRUCTION COSTS

ITEM NO.	OBABLE CONSTRUCTION COSTS	PROB QUAN	ABLE	PROBABLE UNIT PRICE	PROBABLE TOTAL PRICE
1.	3" DIPS-SIZE DR-11 HDPE WATER MAIN WITH TRACER WIRE	410	L.F.	\$123.00	\$50,430.00
2.	3" DIPS-SIZE DR-11 HDPE WATER MAIN WITH TRACER WIRE IN HDPE CASING BY DIRECTIONAL BORE	150	L.F.	\$415.00	\$62,250.00
3.	1" CTS-SIZE DR-9 HDPE SERVICE LINE WITH TRACER WIRE BY OPEN CUT PLACEMENT	15	L.F.	\$40.00	\$600.00
4.	1" CTS-SIZE DR-9 HDPE SERVICE LINE WITH TRACER WIRE IN 2" HDPE CASING BY DIRECTIONAL BORE	560	L.F.	\$60.00	\$33,600.00
5.	2" CTS-SIZE DR-9 HDPE SERVICE LINE WITH TRACER WIRE IN 3" HDPE CASING BY DIRECTIONAL BORE	65	L.F.	\$70.00	\$4,550.00
6.	WET TAP EX. 3" WATER MAIN WITH A 3"x3"x3" STAINLESS STEEL TAPPING SLEEVE AND 3" TAPPING GATE VALVE W/POLY ENCASEMENT	2	EA.	\$3,500.00	\$7,000.00
7,	3" HYDRA-STOP LINE STOP	2	EA.	\$4,000.00	\$8,000.00
8.	REMOVE EXISTING WATER METER AND PIT AND RELOCATE EXISTING WATER METER TO NEW METER PIT, CONNECT TO NEW WATER SERVICE LINE AND METER COPPERSETTER	11	EA.	\$2,200.00	\$24,200.00
9.	CUT AND CAP EXISTING WATER MAIN	2	EA.	\$1,000.00	\$2,000.00
10.	GRADE "B" BORROW BACKFILL AND SAND BEDDING	165	TONS	\$18.00	\$2,970.00
11.	LINE LOCATION MARKER	2	EA,	\$100.00	\$200.00
12.	CLEARING AND EROSION CONTROL	1	L.S.	\$5,000.00	\$5,000.00
				TRUCTION COST TINGENCIES (10%)	\$200,800.0 0 <i>\$20,200.00</i>
				USE	\$221,000.00
H. F	ROBABLENON-CONSTRUCTION COSTS				
2.	LEGAL PRELIMINARY ENGINEERING (DESIGN AND BIDDING) CONSTRUCTION ENGINEERING/ INSPECTION PERMITS/ MISCELLANEOUS			_	\$5,400.00 \$21,600.00 \$19,400.00 \$1,300.00
	TOTAL PR	OBABLE I	NON-CONS	TRUCTION COST =	\$47,700.00
<u>Ш.]</u>	PROBABLE PROJECT COSTS			=	\$268,700.00

	par	ssible option for County to ticipate in costs that are not mbursable	PRODURE	PROJECT CO	2726			
		ice lines, reimbursible only culside of ex. pavil		FOR				
	Serv	toe lines, termoorside only outside of ex. pay t	WATER MA	IN RELOCAT	NON			
		iown Fines near TH-9 & TH-10, partially bursible in easement	DECE	TENNIAL PA ES. NO. 09022 MBER, 2020 2020029-02		Some unit p seem quite		
	ITEN	OBABLE CONSTRUCTION COST 1 Description			TIMATED UANTITY	UNIT PRICE /	TOTAL PRICE	
A portion (+/-15%) of this		3" DIPS-SIZE DR-11 HDPE WATER	MAIN WITH TRACER WIRE	600 300		\$123.00	\$73,800,00 \$36,90	ō
would be reimoursible as it is within ex. easement	ł. 2.	4" DIPS-SIZE DR-11 HDPE WATER		710	L.F.			
Not found in plans	3.	3" DIPS-SIZE DR-11 HDPE WATER HDPE CASING BY DIRECTIONAL		150	1.,F.	\$415.00	\$62,250.00	
	3.	4" DIPS-SIZE DR-11 HDPE WATER HDPE CASING BY DIRECTIONAL		80	L.F.	\$415.00	\$33,200.00	
Service lines, reimbursible only outside of ex. pavit	4.	I" CTS-SIZE DR-9 HDPE SERVICE OPEN CUT PLACEMENT	LINE WITH TRACER WIRE BY	30	LF.	\$40.00	\$1,200.00	
Unknown line between TH-9 & TH-10, partially reimbursible in easement	5.	2" CTS-SIZE DR-9 HDPE SERVICE 1 OPEN CUT PLACEMENT	INE WITH TRACER WIRE BY	170	L.F.	\$45.00	\$7,650.00	
Service lines, reimbursible only outside of ex. pav'l	6.	I" CTS-SIZE DR-9 HDFE SERVICE I HDPE CASING BY DIRECTIONAL I		580	Ĺ.F.	\$60.00	\$34,800.00	
Unknown line at TH-9 , partially reimbursible due to reduction in cover	7.	2" CTS-SIZE DR-9 HDPE SERVICE I HDPE CASING BY DIRECTIONAL I		140	L.F.	\$70.00	\$9,800.00	
	8.	WET TAP EX. 4" WATER MAIN WI TAPPING SLEEVE AND 4" TAPPING ENCASEMENT		2	EA.	\$3,500.00	\$7,000.00	
	9.	WET TAP EX. 3" WATER MAIN WI TAPPING SLEEVE AND 3" TAPPING ENCASEMENT		2	EA.	\$3,500.00	\$7,000.00	
•	10.	4" D.I. GATE VALVE W/ POLY. EN	CASEMENT	1	EA.	\$1,200.00	\$1,200.00	
	Ħ.	4" HYDRA-STOP LINE STOP		2	EA.	\$5,000.00	\$10,000.00	
[12.	3" HYDRA-STOP LINE STOP		2	EA.	\$4,000.00	\$8,000.00	
Service lines, reimbursible only outside of ex, pav't	13.	REMOVE EXISTING WATER METE WATER METER TO NEW WATER S		N 12	EA.	\$2,200.00	\$33,000.00	
	14.	CUT AND CAP EXISTING MAIN		4 2	EA.	\$1,000.00	\$4,000.00 \$2,000)
	15.	REMOVE EXISTING APPURTENAN VOID FILLED WITH SAND	ICES 18" BELOW GRADE MIN. AND	1	EA.	\$100.00	\$100.00	
	16.	GRADE "B" BORROW BACKFILL/S	AND BEDDING	970 200	TONS	\$18.00	\$17,460.00 \$3,600	ĵ
	17.	LINE LOCATION MARKERS		4 2	EA.	\$100,00	\$100.00 \$200)
	18.	CLEARING AND EROSION CONTR	oL	1	L.S.	\$10,000.00	\$10,000.00 \$2,00	ō
	I			TOTAL F	ROBABLE CONSTI	UCTION COST USE	\$408,900.00 \$59,70 \$409,000.00	כ
1		ROBABLE NON-CONSTRUCTION C	XOSTS XTION (5 EASEMENTS @ \$1,000/EASI	EMENT)		A percenta	ge of \$5,000.00	

- EASEMENT ACQUISITION (APPROX. 1.500 L.F. X \$5/L.F.) LABOR FOR EASEMENT ACQUISITION 2. 3. 4.
- LEGAL
- LEGAL PRELIMINARY ENGINEERING CONSTRUCTION ENGINEERING/INSPECTION PERMITS/MISCELLANEDUS

5. 6. 7.

\$7,500.00 \$8,000.00 \$10,000.00 \$40,000.00 \$36,000.00 \$2,500.00 this would likely be applicable \$25,000 TOTAL PROBABLE NON-CONSTRUCTION COST \$109,000.00 Possible option for County to participate in costs that are not reimbursable: \$518,000.00 \$84,700 Reimbursements (partiel) not included

Reimbursements (partial) not included

UI. TOTAL PROBABLE PROJECT COSTS

Page 74 of 111

IV. INDOT REIMBURSEMENT

PRELIMINARY INVESTIGATION INDICATES THAT THE EXISTING MAINLINE WATER LINE IMPACTED BY THE PROPOSED INDOT PROJECT IS LOCATED MOSTLY ON PRIVATE PROPERTY (VIA EASEMENT) AS FOLLOWS:

LENGTH OF EXISTING MAINLINE WATER MAIN ON PRIVATE PROPERTY IM BY THE INDOT PROJECT:	IPACTED	1395 LF	
LENGTH OF EXISTING MAINLINE WATER MAIN ON PUBLIC RIGHT-OF-WAY IMPACTED BY THE INDO'T PROJECT:	-	0 LF_	
TOTAL LENGTH IMPACTED	BY THE INDOT PROJECT	1395 LF	
THUS, THE % REIMBURSABLE AMOUNT IS AS FOLLOWS: INDOT REIMBURSABLE % =		1395 1395	= 100.00 %
WASHINGTON TOWNSHIP WATER, %=	-	0 1395	= 0,00%
INDOT REIMBURSABLE COSTS =	\$518,000.00 X 97.13%=	\$518,000.00	
WASHINGTON TOWNSHIP WATER COST =	\$518,000.00 X 0.00%=	\$0.00	
	TOTAL	\$518,000,00	

Possible option for County to participate in costs that are not reimbursable

Service lines, reimbursible only outside of ex. pavit

Unknown lines near TH-9 & TH-10, partially roimbursible in easement

PROBABLE PROJECT COSTS FOR WASHINGTON TOWNSHIP WATER AUTHORITY WATER MAIN RELOCATION INKEWAY PLANS - BICENTENNIAL PATHWAY, PHASE I INDOT DES, NO. 0902215 DECEMIER, 2020

Some unit prices

	reim		DECEMBER, 2020 MEI# 2020029-02		some unit prices seem quite high	
	ITEN	DESCRIPTION		MATED NTITY	UNIT PRICE	TOTAL PRICE
A portion (+/-15%) of this would be reimbursible as it	<u>г.</u>	3" DIPS-SIZE DR-11 HDPE WATER MAIN WITH TRACER WIRE	600 300	L.F.	\$123.00	\$73,800,00 \$36,900
is within ex. easement	2.	4" DIPS-SIZE DR-11 HDPE WATER MAIN WITH TRACER WIRE	710	L.F.	S124.00	\$88,040.00
Not found in plans] 3.	3" DIPS-SIZE DR-11 HDPE WATER MAIN WITH TRACER WIRE IN HDPE CASING BY DIRECTIONAL BORE	150	L.F.	\$415,00	\$62,250.00
	3.	4" DIPS-SIZE DR-11 HDPE WATER MAIN WITH TRACER WIRE IN HDPE CASING BY DIRECTIONAL BORE	80	L,F.	\$415.00	\$33,200.00
Service lines, reimbursible only outside of ex. pav't][4,	1" CTS-SIZE DR-9 HDPE SERVICE LINE WITH TRACER WIRE BY OPEN CUT PLACEMENT	30	L.F.	\$40.00	\$1,200.00
Unknown line between TH-9 & TH-10, partielly reimbursible in easement	5.	2" CTS-SIZE DR-9 HDPE SERVICE LINE WITH TRACER WIRE BY OPEN CUT PLACEMENT	170	L.F.	\$45.00	\$7,650.00
Service lines, reimbursible only outside of ex. part	6.	1" CTS-SIZE DR-9 HDPE SERVICE LINE WITH TRACER WIRE IN 2" HDPE CASING BY DIRECTIONAL BORE	580	L.F.	\$60.00	\$34,800.00
Unknown line at TH-9 , partially reimbursible due to reduction in cover	7.	2" CTS-SIZE DR-9 HDPE SERVICE LINE WITH TRACER WIRE IN 3" HDPE CASING BY DIRECTIONAL BORE	140	Ĺ.F.	\$70.00	\$9,800.00
	8.	WET TAP EX. 4" WATER MAIN WITH A 4"x4"x4" STAINLESS STEEL TAPPING SLEEVE AND 4" TAPPING GATE VALVE W/POLY ENCASEMENT	2	EA.	\$3,500.00	\$7,000.00
	9.	WET TAP EX. 3" WATER MAIN WITH A 3"x3"x3" STAINLESS STEEL TAPPING SLEEVE AND 3" TAPPING GATE VALVE WIPOLY ENCASEMENT	2	EA.	\$3,500.00	\$7,000.00
	L O.	4" D.I. GATE VALVE W/ POLY. ENCASEMENT	ι	EA.	\$1,200.00	\$1,200.00
	11.	4" HYDRA-STOP LINE STOP	2	EA.	\$5,000.00	00.000,012
	12,	3" HYDRA-STOP LINE STOP	2	EA.	\$4,000.00	\$8,000.00
Service linas, reimbursible only outside of ex. pavit	13.	REMOVE EXISTING WATER METER AND PIT AND CONNECT NEW WATER METER TO NEW WATER SERVICE LINE	N 12	EA.	\$2,200.00	\$33,000.00
	14.	CUT AND CAP EXISTING MAIN	4 2	EA.	\$1,000.00	\$4,000.00 \$2,000
	15.	REMOVE EXISTING APPURTENANCES 13" BELOW GRADE MIN. AND VOID FILLED WITH SAND	ŧ	EA.	\$100.00	\$100.00
	16.	GRADE "B" BORROW BACKFILL/SAND BEDDING	970 200	TONS	\$18.00	\$17,460.00 \$3,600
	17.	LINE LOCATION MARKERS	4 2	EA.	\$100.00	<u>\$400.00</u> \$200
	18.	CLEARING AND EROSION CONTROL	t	L.S.	\$10,000.00	\$10,000.00 \$2,000
			TOTAL PRO	DBABLE CONST	RUCTION COST USE	\$408,900.00 \$409,000.00

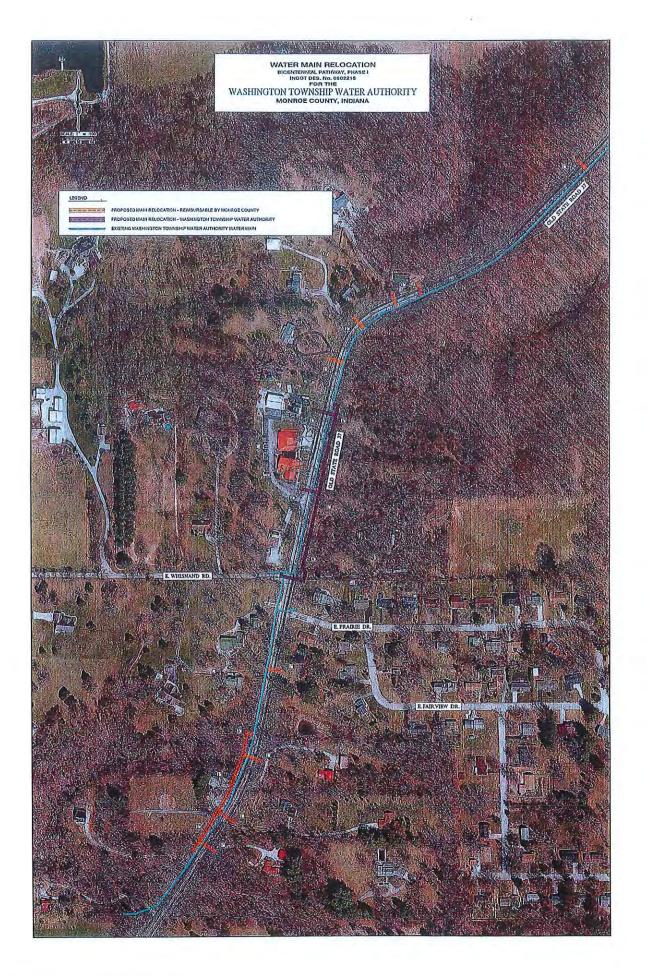
H. PROBABLE NON-CONSTRUCTION COSTS

EASEMENT DOCUMENT PREPARATION (5 EASEMENTS @ \$1,0007 EASEMENT ACQUISITION (APPROX. <u>1,500</u> L.F. X \$57.L.F.) LABOR FOR EASEMENT ACQUISITION LEGAL PRELIMINARY ENGINEERING CONSTRUCTION ENGINEERING/INSPECTION PREMITS/MISCELLANEOUS		A percentage of this would likely be applicable		
	TOTAL PROBABLE NON-CONSTRUCT	ION COST	\$109,000.00	\$25,000
II, <u>TOTAL PROBABLE PROJECT COSTS</u>	Possible option for County to particologic costs that are not reimbursable:	icipate in	\$518,000.00 Reimbur aol indu	\$84,700 rsements (partial) uded
			1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	

Reinbursements (partial) not included

IV. INDOT REIMBURSEMENT

PRELIMINARY INVESTIGATION INDICATES THAT THE EXISTING MAINI.INE WATER LINE IMPACTED BY THE PROPOSED INDOT PROJECT IS LOCATED MOSTLY ON PRIVATE PROPERTY (VIA EASEMENT) AS FOLLOWS: LENGTH OF EXISTING MAINLINE WATER MAIN ON PRIVATE PROPERTY IMPACTED BY THE INDOT PROJECT: LENGTH OF EXISTING MAINLINE WATER MAIN ON PUBLIC RIGHT-OF-WAY IMPACTED BY THE INDOT PROJECT; 1395 LF 0 L F_ TOTAL LENGTH IMPACTED BY THE INDOT PROJECT 1395 LF THUS, THE % REIMBURSABLE AMOUNT IS AS FOLLOWS: INDOT REIMBURSABLE % = 1395 = 100.00 % 1395 0 = 0.00% WASHINGTON TOWNSHIP WATER, %= \$518,000.00 X 97,13% = \$518,000.00 INDOT REIMBURSABLE COSTS = WASHINGTON TOWNSHIP WATER COST = \$518,000.00 X 0.00% = \$0.00 \$518.000.00 TOTAL





Monroe County Board of Commissioners Agenda Request Form

Date to be heard	06/01/20	Formal 🖌	Work session	Department	Legal	•
Title to appear on	Agreement for the Way and Tempo	e Purchase of Ri rary Easement	ght of Vendor	#		

Executive Summary:

This agreement is for the purchase of right of way and temporary easement for the Vernal Pike Connector road.				

Fund Name(s):	Fund Number(s):	Amount(s)
Westside TIF	4920	30,000
Presenter: Jeff Cockerill		
Speaker(s) for Zoom purpose	5:	
Name(s)	Phone Number(s)	
(the speaker phone numbers will be i	removed from the document prior to posting)
The speaker phone numbers will be	entered justifier accument prior to posting,	1

Attorney who reviewed:

Cockerill, Jeff

AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into and effective as of this day of _____, 2022, by and between Rose Properties, LLC ("Rose Properties") and the Monroe County Board of Commissioners ("Monroe County").

BACKGROUND

Rose Properties is the owner of certain property generally situated at 1200 N. Sunrise Greetings in Monroe County, Indiana (the "Property"). Monroe County is planning a public improvement project known as Vernal Pike Connector/Extension ("Public Improvement") for which Monroe County seeks to acquire a portion of the Property more fully described in *Exhibit I* to this Agreement ("ROW").

Rose Properties raised concerns about whether the acquisition of the ROW would create any zoning or nonconformity issues. Monroe County has confirmed that the existing building and parking lot on the Property will not become nonconforming and will not be in violation of any Monroe County zoning ordinances/requirements.

Rose Properties and Monroe County have reached agreement with regard to the terms and conditions upon which Rose Properties will convey the ROW to Monroe County and enter into this Agreement for purposes of evidencing the same.

NOW, THEREFORE, the parties hereby agree as follows:

1. Monroe County will pay Rose Properties the sum of Thirty Thousand Dollars (\$30,000.00).

2. Rose Properties will convey the ROW to Monroe County by way of a Warranty Deed in the form attached to this Agreement as *Exhibit 2*.

3. Rose Properties will provide Monroe County with a "Temporary Highway Easement Grant" in the form attached to this Agreement as *Exhibit 3*.

4. Monroe County stipulates and agrees as follows:

a. The acquisition of the ROW will not create a non-conformity with regard to building front setback. In the IG zoning district, the setback is from the centerline of the road, not the right-of-way. Even with the acquisition of the ROW, the building front is still more than 100 feet from the centerline of the road. The required set back is 60 feet.

b. The acquisition of the ROW will not create a non-conformity with regard to the existing parking lot. Even with the acquisition of the ROW, the parking lot is still more than 100 feet from the centerline of the road. The required set back is 70 feet.

c. The acquisition of the ROW will not create a non-conformity with regard to the existing detention area. The current plan – "Sunrise Greeting Extension 1200 N. Sunrise Greetings" and "Landscape Plan" are attached to this Agreement as *Exhibit 4*. To the extent any issues arise with regard to the detention area, Monroe County will make any necessary changes to the design and will pay for any changes to the detention area or related landscaping.

5. Monroe County will execute a recordable document consistent with the terms of paragraph 3 in the form attached hereto as *Exhibit 5*. Monroe County and Rose Properties agree to sign any additional documents necessary to effectuate the recording of this terms of this Agreement.

6. This Agreement and instruments delivered in connection herewith constitute the entire agreement of the parties, and all prior discussions, negotiations and document drafts are merged herein.

7. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is sought.

8. This Agreement shall be governed by and construed under Indiana law.

9. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed deemed to be an original and all of which taken together shall constitute one and the same agreement.

10. The provisions of this Agreement shall be binding upon an inure to the benefit of the parties hereto and each of their respective representatives, successors, and assigns, subject to the provisions herein restricting assignment.

11. Neither this Agreement nor any of the provisions hereof can be changed, waived, discharged or terminated, except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

12. The persons executing and delivering this Agreement on behalf of the parties hereto represent and warrant to the other party that such person is duly authorized to act for and

on behalf of said party, and execute and deliver this Agreement in such capacity as is indicated below.

IN WITNESS WHEREOF, Rose Properties and Monroe County, each by their duly authorized officers, have executed or caused this Agreement to be executed as of the day, month and year first above written.

ROSE PROPERTIES, LLC

Ву: _____

Printed: ______ Title: _____

MONROE COUNTY BOARD OF COMMISSIONERS

By:			

By: _____

By: _____

EXHIBIT 1

Page 4 of 8

Page 83 of 111

EXHIBIT "A"

 Project:
 1702957

 Parcel 4
 Fee Simple

 Key # 53-04-36-100-018.000-011

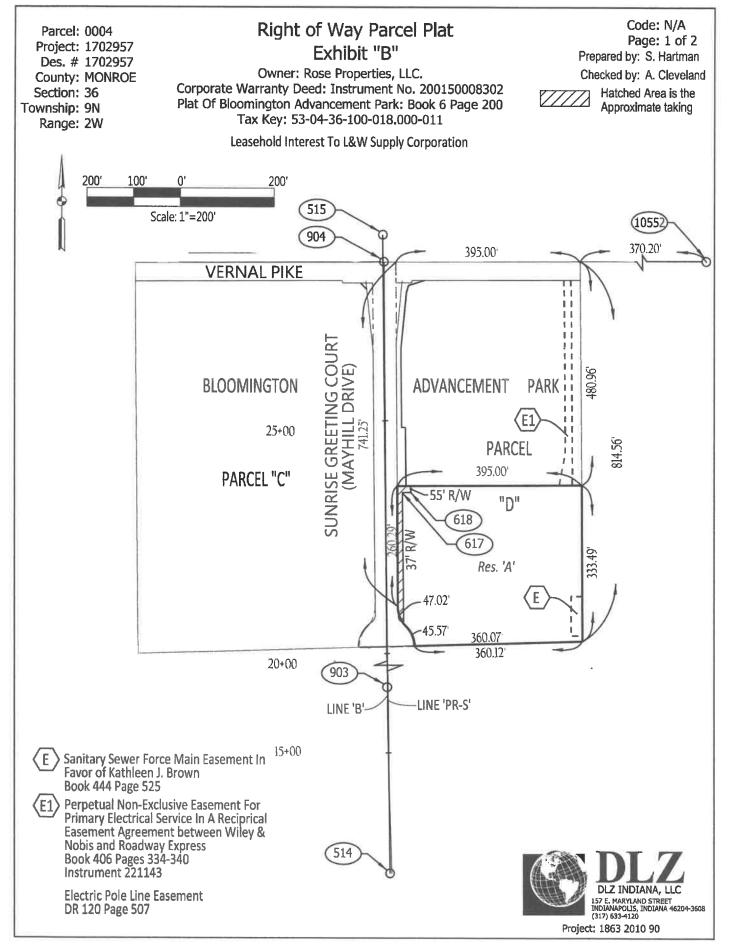
A part of Parcel "D" as shown on the Plat of Bloomington Advancement Park, the plat of which is recorded in Instrument No. 118772, Plat Book 6, Page 200 in the Office of the Recorder of Monroe County, and being that that part of the grantor's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat, marked "Exhibit "B", described as follows: Commencing at the Northeast Corner of said Parcel; thence South 00 degrees 27 minutes 23 seconds East 480.96 feet along the east line of said Parcel to the northeast corner of the grantor's land; thence South 89 degrees 43 minutes 55 seconds West 365.89 feet along the north line thereof to the Point of Beginning of this description; thence South 00 degrees 38 minutes 17 seconds East 14.36 feet to the point designated "618" on said Exhibit "B"; thence South 89 degrees 21 minutes 42 seconds West 18.00 feet to the point designated "617" on said Exhibit "B"; thence South 00 degrees 38 minutes 17 seconds East 282.04 feet to the eastern boundary of Sunrise Greeting Court (Mayhill Drive); thence Northwesterly along said boundary 38.93 feet along an arc to the right having a radius of 60.00 feet and subtended by a long chord having a bearing of North 19 degrees 02 minutes 03 seconds West and a length of 38.25 feet; thence North 00 degrees 26 minutes 45 seconds West 260.30 feet along said boundary to the northwest corner of the grantor's land; thence North 89 degrees 43 minutes 55 seconds East 29.20 feet along the north line of the grantor's land to the Point of Beginning, and containing 0.082 acres, more or less.

This description was prepared for the Indiana Department of Transportation by DLZ Indiana, LLC and certified by Alan Brent Cleveland, Indiana Registered Professional Surveyor, License No. LS80880007, on the 27th Day of December, 2019.

Ams. Colm

Alan Brent Cleveland, P.S Indiana Registered Professional Surveyor No. LS80880007





Parcel: 0004 Project: 170299 Des. # 170299 County: MONRO Section: 36 Township: 9N Range: 2W	57 EXHIBIC D (CONTINUEU)	Code: N/A Page: 2 of 2 Prepared by: S. Hartman Checked by: A. Cleveland
	Point Northing Easting 514 P.T. 12+41.19 'PR-S' = O.P.O.T. 109+44.94 'B', 6.01' Lt. 1430506.2029 3096463.1 515 P.O.T. 28+99.31 'PR-S' 1432164.2210 3096444.6 Note: Stations & Offsets control over North & East coordinates and Bearing & Distances Note: Stations & Offsets control over North & East coordinates and Bearing & Distances	
	Parcel Coordinate Chart (Shown in Feet) Point Northing Easting Station Offset Une 617 1431610.3606 3096487.8296 23+45.00 37.00' Rt. 'PR-S' 618 1431610.5611 3096505.8285 23+45.00 55.00' Rt. 'PR-S' 903 SEE LOCATION CONTROL ROUTE SURVEY PLAT 904 SEE LOCATION CONTROL ROUTE SURVEY PLAT 904 SEE LOCATION CONTROL ROUTE SURVEY PLAT Note: Stations & Offsets control over North & East coordinates and Bearing & Distances	
ALAN BRENT CLEVELAND P.S. LS80880007 LS80880007 LS80880007 K 80880007 K 80880007 K 80880007 K 80880007 K 9088007 K 90880007 K 908800007 K 90880000000000000000000000000000000000	SURVEYOR'S STATEMENT: To the best of my knowledge and bellef, this plat, together with the Location Control Route Survey Plat Recorded as Instrument #20180137081 hte Office of the Recorder of Monroe County, Indiana (Incorporated and mada a part hereof by reference) comprise a Route Survey executed in accordance with Indiana Administrative Code BSS IAC 1-12 ("Rule 12"), This plat was prepared from Information obtained from the Recorder's Office and other sources which were not necessarily checked by a field survey. MMMM. MMMM Date: 12/27/2019	DILZ INDIANA, LLC IST E: MARYLAND STREET INDIANAPOLIS, INDIANA 46204-3608 (317) 633-4120 Project: 1863 2010 90

Page 86 of 111

EXHIBIT "A"

Project: 1702957 Parcel 4 Partial Release of Leasehold Interest Key # 53-04-36-100-018.000-011

A part of Parcel "D" as shown on the Plat of Bloomington Advancement Park, the plat of which is recorded in Instrument No. 118772, Plat Book 6, Page 200 in the Office of the Recorder of Monroe County, and being that that part of the grantor's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat, marked "Exhibit "B", described as follows: Commencing at the Northeast Corner of said Parcel; thence South 00 degrees 27 minutes 23 seconds East 480.96 feet along the east line of said Parcel to the northeast corner of the grantor's land; thence South 89 degrees 43 minutes 55 seconds West 365.89 feet along the north line thereof to the Point of Beginning of this description; thence South 00 degrees 38 minutes 17 seconds East 14.36 feet to the point designated "618" on said Exhibit "B"; thence South 89 degrees 21 minutes 42 seconds West 18.00 feet to the point designated "617" on said Exhibit "B"; thence South 00 degrees 38 minutes 17 seconds East 282.04 feet to the eastern boundary of Sunrise Greeting Court (Mayhill Drive); thence Northwesterly along said boundary 38.93 feet along an arc to the right having a radius of 60.00 feet and subtended by a long chord having a bearing of North 19 degrees 02 minutes 03 seconds West and a length of 38.25 feet; thence North 00 degrees 26 minutes 45 seconds West 260.30 feet along said boundary to the northwest corner of the grantor's land; thence North 89 degrees 43 minutes 55 seconds East 29.20 feet along the north line of the grantor's land to the Point of Beginning, and containing 0.082 acres, more or less.

This description was prepared for the Indiana Department of Transportation by DLZ Indiana, LLC and certified by Alan Brent Cleveland, Indiana Registered Professional Surveyor, License No. LS80880007, on the 27th Day of December, 2019.

Ams. Contint

Alan Brent Cleveland, P.S Indiana Registered Professional Surveyor No. LS80880007



EXHIBIT "A"

Project:1702957Parcel 4ATemporary Right of Way For Drive Construction and Grading

Sheet 1 of 1

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This description was prepared for the Indiana Department of Transportation by DLZ Indiana, LLC and certified by Alan Brent Cleveland, Indiana Registered Professional Surveyor, License No. LS80880007, on the 27th Day of December, 2019.

Ams. Colm

Alan Brent Cleveland, P.S Indiana Registered Professional Surveyor No. LS80880007



EXHIBIT 2

Page 5 of 8

Page 89 of 111

WARRANTY DEED

Form WD-1	Project:	1702957	
Revised 5/2019	Code:	N/A	
	Parcel:	4	
	Page:	1 of 2	

THIS INDENTURE WITNESSETH, That Rose Properties, LLC an Indiana limited liability company, the Grantor(s) of Monroe County, State of Indiana Convey(s) and Warrant(s) to the MONROE COUNTY BOARD OF COMMISSIONERS, the Grantee, for and in consideration of the sum of Twenty Six Thousand Dollars (\$26,000.00) (of which said sum \$18,430.00 represents land and improvements acquired and \$7.570.00 represents damages) and other valuable consideration, the receipt of which is hereby acknowledged, certain Real Estate situated in the County of Monroe, State of Indiana, and being more particularly described in the legal description(s) attached hereto as Exhibit "A" and depicted upon the Right of Way Parcel Plat attached hereto as Exhibit "B", both of which exhibits are incorporated herein by reference.

This conveyance is subject to any and all easements, conditions and restrictions of record.

The Grantor(s) hereby specifically acknowledge(s) and agree(s) that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights whatsoever shall remain with the Grantor(s), or any successors in title to the abutting lands of the Grantor(s), notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any right of way, roadway or roadway appurtenances established thereupon. This acknowledgement and agreement is a covenant running with the land and shall be binding upon the Grantor(s) and all successors and assigns.

The undersigned represent and warrant that they are the Members of the Grantor; that the Grantor is a limited liability company validly existing in the State of its origin and, where required, in the State where the subject real estate is situated; that the Grantor has full company capacity to convey the real estate interest described; that pursuant to a resolution of the Members of the Grantor or the Operating Agreement of the Grantor they have full authority to execute and deliver this instrument on its behalf and that said authority has not been revoked; that they are therefore, fully authorized and empowered to convey to the MONROE COUNTY BOARD OF COMMISSIONERS real estate of the Grantor, and that on the date of execution of said conveyance instruments they had full authority to so act; and that all necessary company action for the making of this conveyance has been duly taken.

Interests in land acquired by the Monroe County Board of Commissioners <u>Grantee mailing address:</u> Monroe County Courthouse 100 W. Kirkwood Ave. Bloomington, IN 47404 I.C. 8-23-7-31

Form WD-1	Project:	1702957	
Revised 5/2019	Code:	N/A	
	Parcel:	4	
	Page:	2 of 2	

The grantor(s) assume(s) and agree(s) to pay the <u>2021</u> payable 2022 real estate taxes and assessments on the above described real estate. This obligation to pay shall survive the said closing and shall be enforceable by the State in the event of any non-payment.

IN WITNESS WHEREOF, the said Grantor(s) have executed this instrument

this ______, ____, _____,

Rose Properties, LLC, an Indiana limited liability company

Signature – Ronald D. Rose, Member

STATE OF:	:
	SS:
COUNTY OF	:

Before me, a Notary Public in and for said State and County, personally appeared <u>Ronald D. Rose</u>, a Member of <u>Rose Properties</u>. <u>LLC</u>, an Indiana limited liability company, the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be <u>their</u> voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this ______ day of ______

Signature _____

Printed Name

My Commission expires _____

I am a resident of _____ County.

This instrument was prepared by: Lee Baker, Monroe County Attorney, 100 W. Kirkwood Avenue, Room 200, Bloomington, IN 47404 (812) 349-2544

I affirm, under penalty of perjury, that I have taken reasonable care to redact each and every Social Security Number from this document, unless it is required by law. Lee Baker, Monroe County Attorney, Attorney # 19257-53

EXHIBIT "A"

 Project:
 1702957

 Parcel 4
 Fee Simple

 Key # 53-04-36-100-018.000-011

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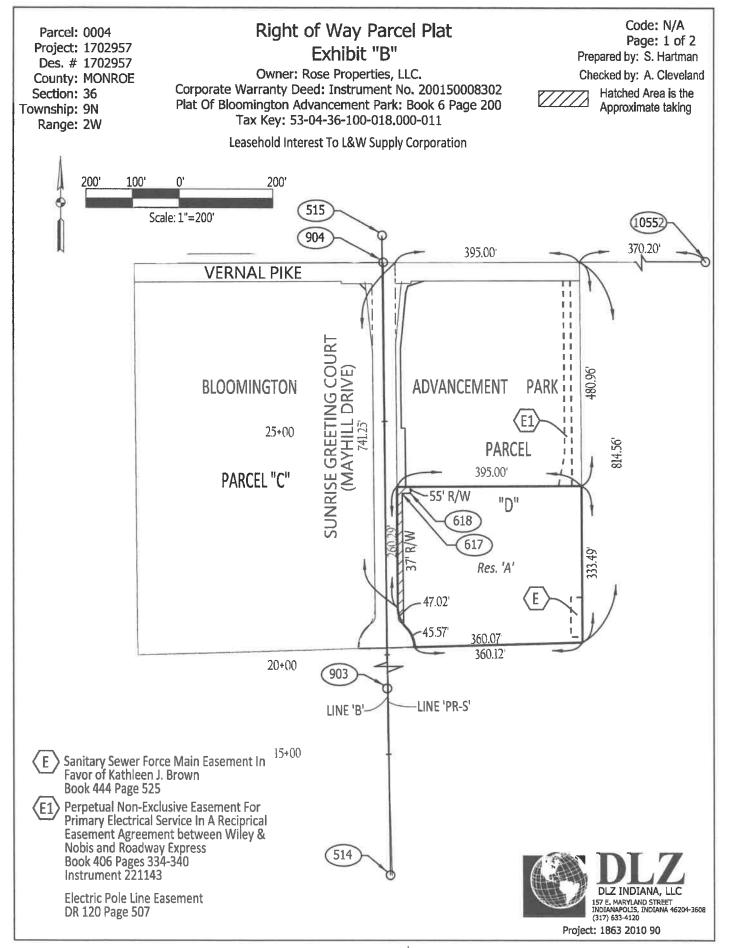
This description was prepared for the Indiana Department of Transportation by DLZ Indiana, LLC and certified by Alan Brent Cleveland, Indiana Registered Professional Surveyor, License No. LS80880007, on the 27th Day of December, 2019.

Ams. Contint

Alan Brent Cleveland, P.S Indiana Registered Professional Surveyor No. LS80880007



Sheet 1 of 1



Parcel: 0004 Project: 170295 Des. # 170295 County: MONRO Section: 36 Township: 9N Range: 2W	7 EXTINUE D (COntinueu)	Code: N/A Page: 2 of 2 Prepared by: S. Hartman Checked by: A. Cleveland
	Line 'PR-S' Data Table Point Northing Easting 514 P.T. 12+41.19 'PR-S' = O.P.O.T. 109+44.94 'B', 6.01' Lt. 1430506.2029 3096463.1270 515 P.O.T. 28+99.31 'PR-S' 1432164.2210 3096444.6570 Note: Stations & Offsets control over North & East coordinates and Bearing & Distances Notations & Offsets control over North & East coordinates and Bearing & Distances	-
	Parcel Coordinate Chart (Shown In Feet) Point Northing Easting Station Offset Line 617 1431610.3606 3096487.8296 23+45.00 37.00' Rt. 'PR-S' 618 1431610.5611 3096505.8285 23+45.00 55.00' Rt. 'PR-S' 903 SEE LOCATION CONTROL ROUTE SURVEY PLAT	
	904 SEE LOCATION CONTROL ROUTE SURVEY PLAT Note: Stations & Offsets control over North & East coordinates and Bearing & Distances	
ALAN BRENT CLEVELAND P.S.	SURVEYOR'S STATEMENT: To the best of my knowledge and bellef, this plat, together with the Location Control Route Survey Plat Recorded as Instrument #2018015708 in the Office of the Recorder of Monroe Courty, Indiana (incorporated and	
LS0080007 HILL PENT CL No. 80880007 STATE OF MDIANA STATE OF MDIANA STATE OF MDIANA STATE OF STATE OF MDIANA STATE OF STATE OF STA	This plat was prepared from the records and the sources which were not necessarily checked by a field survey. This plat was prepared from information obtained from the Records of States and other sources which were not necessarily checked by a field survey. Date: 12/27/2019	DIZ INDIANA, LLC 157 E. MAYLAND STREET INDIANAPOLIS, INDIANA 46204-3608 (317) 633-4120 Project: 1863 2010 90

EXHIBIT 3

Page 6 of 8

Page 95 of 111

TEMPORARY HIGHWAY EASEMENT GRANT (GENERAL)

Form T-3 Revised 05/2019

1702957	
N/A	
4	
1 of 3	
	N/A 4

THIS INDENTURE WITNESSETH, That Rose Properties, LLC, an Indiana limited liability company, the Grantor(s) of Monroe County, State of Indiana Grant(s) to the MONROE COUNTY BOARD OF COMMISSIONERS, the Grantee, for and in consideration of the sum of Four Thousand Dollars (\$4,000.00) (of which said sum \$0.00 represents land improvements acquired and \$4,000.00 represents land temporarily encumbered and damages) and other valuable consideration, the receipt of which is hereby acknowledged, a temporary easement to enter upon and have possession of the Real Estate of the Grantor(s) for the purpose of drive and curb construction and grading, which said work is incidental to the construction of the highway facility known as Vernal Pike Extension and as Project 1702957 which said Real Estate situated in the County of Monroe, State of Indiana, and which is more particularly described in the legal description(s) attached hereto as Exhibit "A" which is incorporated herein by reference, which said temporary easement shall be extinguished, become void and revert to the Grantor(s) and/or the Grantor(s) successor(s) in title upon completion of the said Project. Said extinguishment shall be evidenced by a release document, which shall be executed and recorded by the Grantee, at no cost to the Grantor(s).

Interests in land acquired by the Monroe County Board of Commissioners <u>Grantee mailing address:</u> Monroe County Courthouse 100 W. Kirkwood Ave. Bloomington, IN 47404 I.C. 8-23-7-31

Form T-3	Project:	1702957	
Revised 05/2019	Code:	N/A	
	Parcel:	4	
	Page:	2 of 3	

The undersigned represent and warrant that they are the Members of the Grantor; that the Grantor is a limited liability company validly existing in the State of its origin and, where required, in the State where the subject real estate is situated; that the Grantor has full company capacity to convey the real estate interest described; that pursuant to a resolution of the Members of the Grantor or the Operating Agreement of the Grantor they have full authority to execute and deliver this instrument on its behalf and that said authority has not been revoked; that they are therefore, fully authorized and empowered to convey to the MONROE COUNTY BOARD OF COMMISSIONERS real estate of the Grantor, and that on the date of execution of said conveyance instruments they had full authority to so act; and that all necessary company action for the making of this conveyance has been duly taken.

Any and all timber, shrubbery, fences, buildings and any other improvements situated within the area of the temporary easement granted herein shall become the property of the State of Indiana except:

None

The said Grantor(s) acknowledge(s) that all provisions of this grant of temporary easement are as stated and set forth herein and that no verbal agreements or promises exist with respect thereto.

This temporary conveyance is subject to any and all easements, conditions and restrictions of record. However, the said Grantor(s), for the purpose of inducing the Monroe County Board of Commissioners to accept this grant and to pay the hereinbefore referenced consideration, represent(s) that the Grantor(s) are the owner(s) in fee simple of the Real Estate and that there exist no encumbrances, conditions, restrictions, leases, liens (except current real estate taxes and assessments) of any kind or character which would be inconsistent with the temporary rights granted herein.

Form T-3	Project:	1702957
Revised 05/2019	Code:	N/A
	Parcel:	44
	Page:	3 of 3
IN WITNESS WHEREOF, the said Grantor(s	s) have executed this instrum	ent
this day of	2	:
Rose Properties, LLC, an Indiana limited liability comp		
	5	
Signature – Ronald D. Rose, Member	_ (Seal)	
Signature – Konaid D. Kose, Member		
STATE OF::		
COUNTY OF :	SS:	
Before me, a Notary Public in and for said State and Ce	ounty, personally appeared $\underline{\mathbb{R}}$	onald D. Rose, member of Rose Properties,
LLC, an Indiana limited liability company, the Grantor(s) in the above conveyance, a	and acknowledged the execution of the same
on the date aforesaid to be their voluntary act and dee	d and who, being duly swor	n, stated that any representations contained
therein are true.		
Witness my hand and Notarial Seal this	day of	,
Signature		
Printed Name		
My Commission expires		
I am a resident of	County.	

This instrument was prepared by: Lee Baker, Monroe County Attorney, 100 W. Kirkwood Avenue, Room 200, Bloomington, Indiana 47404 (812) 349-2544

I affirm, under penalty of perjury, that I have taken reasonable care to redact each and every Social Security Number from this document, unless it is required by law. Lee Baker, Monroe County Attorney, Attorney # 19257-53

EXHIBIT "A"

Project: 1702957 Parcel 4A Temporary Right of Way For Drive Construction and Grading

Sheet 1 of 1

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This description was prepared for the Indiana Department of Transportation by DLZ Indiana, LLC and certified by Alan Brent Cleveland, Indiana Registered Professional Surveyor, License No. LS80880007, on the 27th Day of December, 2019.

Ams. Culm1

Alan Brent Cleveland, P.S Indiana Registered Professional Surveyor No. LS80880007



EXHIBIT 4

Page 7 of 8

Page 100 of 111

 Cross Reference:
 2015016519 2021012843

 Parcel Number:
 53-04-36-100-018.000-011

STIPULATION REGARDING REAL ESTATE

WITNESSETH, That as part of a public improvement project known as Vernal Pike Connector/ Extension ("Public Improvement"), Monroe County is acquiring a portion of real estate owned by Rose Properties, LLC as more fully described in *Exhibit A* to this Stipulation ("ROW").

Rose Properties raised concerns about whether the acquisition of the ROW would create any zoning or nonconformity issues with regard to its remaining real estate which is generally described as follows:

007-27110-04 BLOOMINGTON ADVANCEMENT PARK PT PARCEL'D' (3.04 A)

("Property"). Monroe County has confirmed that the existing building and parking lot on the Property will not become nonconforming and will not be in violation of any Monroe County zoning ordinances/requirements.

Monroe County stipulates and agrees as follows:

- The acquisition of the ROW will not create a non-conformity with regard to building front setback. In the IG zoning district, the setback is from the centerline of the road, not the right-of-way. Even with the acquisition of the ROW, the building front is still more than 100 feet from the centerline of the road. The required set back is 60 feet.
- The acquisition of the ROW will not create a non-conformity with regard to the existing parking lot. Even with the acquisition of the ROW, the parking lot is still more than 100 feet from the centerline of the road. The required set back is 70 feet.
- 3. The acquisition of the ROW will not create a non-conformity with regard to the existing detention area. To the extent any issues arise with regard to the detention area, Monroe County will make any necessary changes to the design and will pay for any changes to the detention area or related landscaping.

The address of such real estate is commonly known as 1200 North Sunrise Greeting Court, Bloomington, IN 47404.

IN WITNESS WHEREOF, Monroe County	y has executed this "Stipu	alation Regarding Real Estate" this
day of	, 2022.	
MONROE COUNTY		
By:	_	
Its:		
STATE OF INDIANA)	
COUNTY OF MONROE) SS: A	ACKNOWLEDGEMENT
Before me, a Notary Public in and for said who ack		ally appeared 1 of the foregoing Stipulation
Regarding Real Estate on behalf of Monroe County foregoing Stipulation Regarding Real Estate on beh sworn, stated that any representations therein conta	y, Indiana and that he/she half of Monroe County, I	was fully authorized to sign the
Witness my hand and Notarial Seal this	day of	, 2022.
My commission expires:	_	
Signature		
Printed		blic
Resident of	County, Illin	nois.

This instrument was prepared by Michael J. Lewinski, Lewis Wagner LLP, 1411 Roosevelt Avenue, Suite 102, Indianapolis, IN 46201.

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. /s/ Michael J. Lewinski

EXHIBIT "A"

Project: 1702957 Parcel 4 Fee Simple Key # 53-04-36-100-018.000-011

Sheet 1 of 1

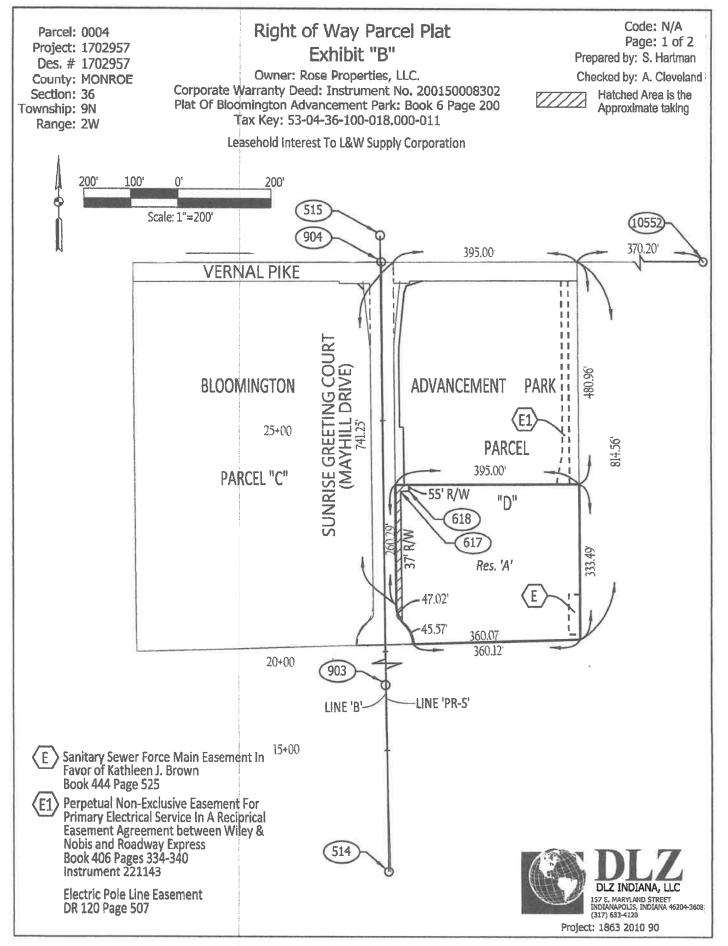
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Ams. Colm

Alan Brent Cleveland, P.S Indiana Registered Professional Surveyor No. LS80880007



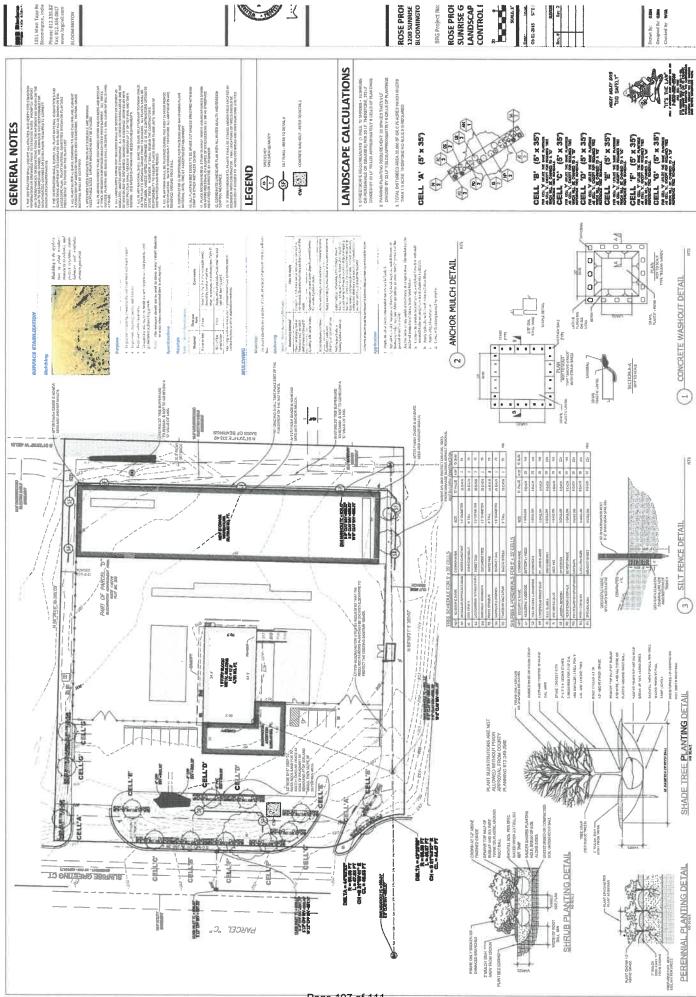


NM BENT CHARGERS NUM BENT CHARGERS SUBJECT CHARGERS	Project: 170295 Des. # 170295 County: MONRC Section: 36 Township: 9N	⁷ Exhibit "B" (continued)	
NM BENT CHARGERS NUM BENT CHARGERS SUBJECT CHARGERS			
NMR BERT CLEARANTE AVM BERT CLEARANT SUMPECRES STATEMENT: Totals variable in the first state in the state of the state	1	Line 'DD.C' Data Table	
SUBVEYORS STATEMENT: TAM BIELT D. DEALARDS SUBVEYORS STATEMENT: TAM BIELT D. DEALARDS			5
INVESTIGATION Statistics and Being & Debarces INVESTIGATION In Fraction & Offlets common over Work & Exer coordinates and Being & Debarces INVESTIGATION In Fraction & Offlets common over Work & Exer coordinates Chart (Shown In Fract) INVESTIGATION In Fraction & Offlets Chart (Shown In Fract) International Coordinates (Shown In Fract) In Fraction & Offlets (Shown In Fract) International Coordinates (Shown In Fract) International Coordinates (Shown In Fract) International Coordinates (Shown In Fract) Statistics (Shown In Fract) International Coordinates (Shown In Fract) Statistics (Shown In Fract) International Coordinates (Shown In Fract) Statistics (Shown In Fract) International Coordinates (Shown In Fract) Statistics (Shown In Fract) International Coordinates (Shown In Fract) Statistics (Shown In Fract) International Coordinates (Shown In Fract) Statistics (Shown In Fract) International Coordinates (Shown In Fract) Shown In Fract)		514 P.T. 12+41.19 PR-S' = O.P.O.T. 109+44.94 'B', 6.01' Lt. 1430506.2029 3096463.1270	
AM REST CLANDARDA Subsector			
AM BERT CLEVELANDES ISUMEYORS STATEMENT: To the best of my translog and belt; the big spectrum of the big s		Note: Stadons & Unsels condition over North & Last coordinates and Bearing & Distances	
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State OF	E★ 80880007 ★	other sources which were not necessarily	DLZ INDIANA, LLC
(317) 633-4120 Project: 1863 2010 90	STATE OF STATE		157 E. MARYLAND STREET
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		Date: 12/2//2019 Pro	oject: 1863 2010 90

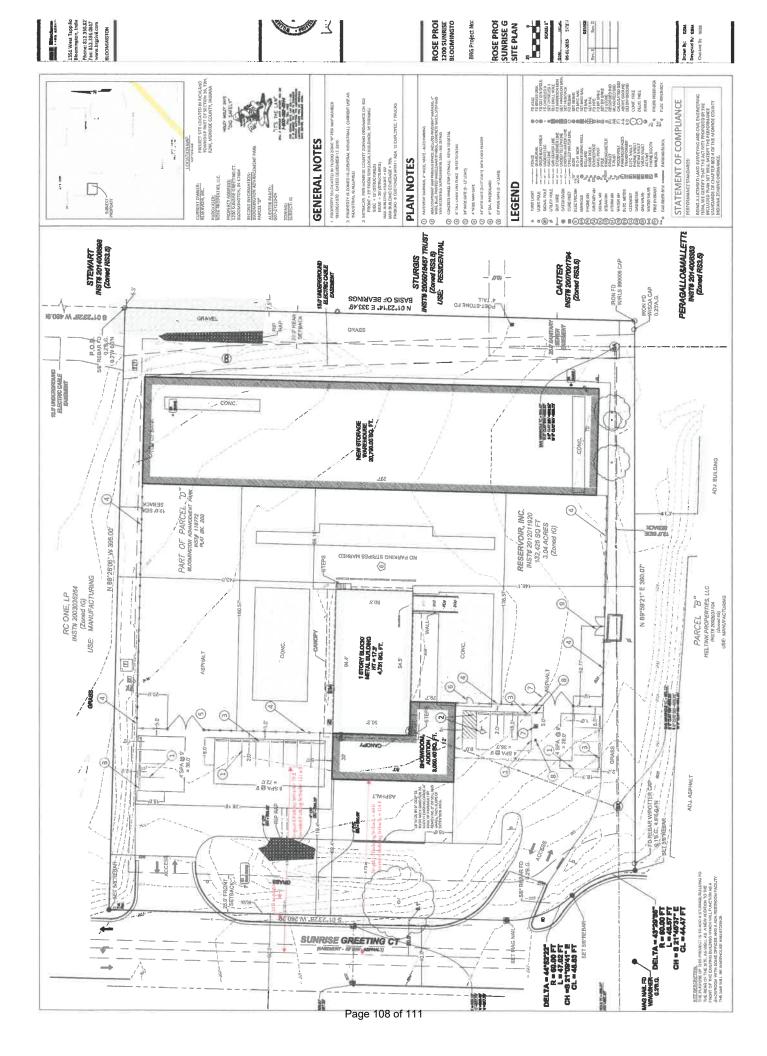
EXHIBIT 5

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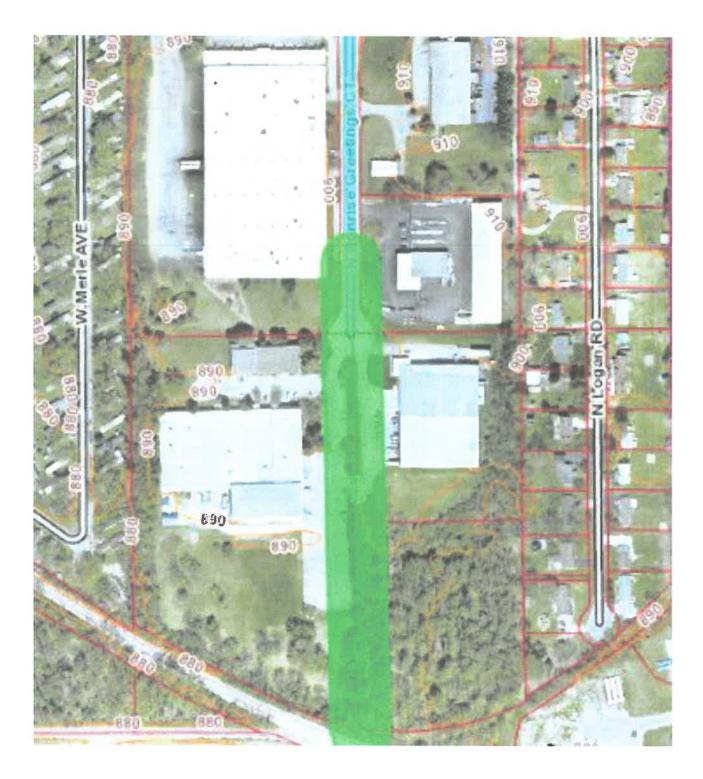
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Building Setback: Principal Collector = 60' from centerline

Parking Setback: 70' from centerline

Illustration of a 70' buffer from centerline to visualize the most restrictive:



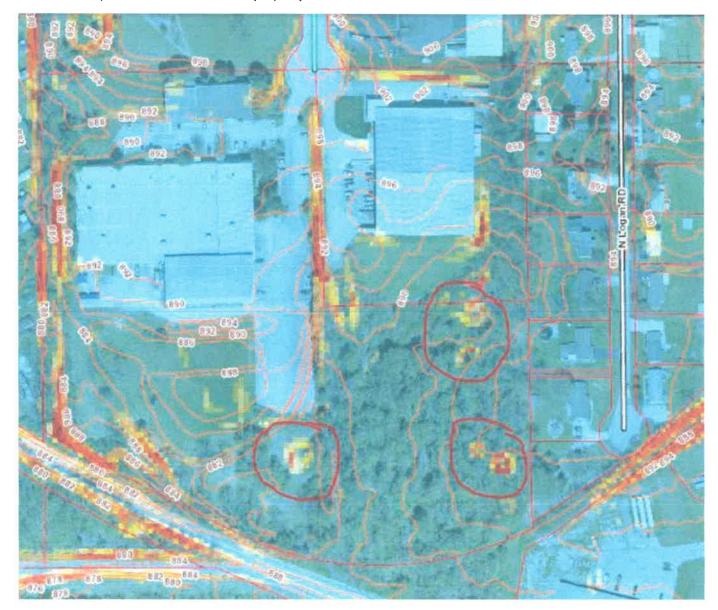


Illustration of potential sinkholes on the property

Draft site plan used by staff. The measurements are to scale 1 inch = 91' based on staff's rough estimate.

