



## MONROE COUNTY COMMISSIONERS

Julie Thomas, President  
Penny Githens, Vice President  
Lee Jones

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

### COMMISSIONERS' HYBRID MEETING AGENDA

Wednesday, August 10, 2022 at 10:00 am

Nat U. Hill Meeting Room – 3<sup>rd</sup> Floor, Courthouse and Zoom Connection

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

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

- The public's video feed will be turned off by the Technical Services Department meeting administrator.
- 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, [apurdie@co.monroe.in.us](mailto:apurdie@co.monroe.in.us), as soon as possible, but no later than forty-eight (48) hours before the scheduled event. Individuals requiring special language services should, if possible, contact the Monroe County 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

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#### 2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER THOMAS

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#### 3. DEPARTMENT UPDATES

Health – Lori Kelley

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

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#### 5. APPROVAL OF MINUTES

August 3, 2022

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#### 6. APPROVAL OF CLAIMS DOCKET

Accounts Payable – August 3, 2022 and August 10, 2022

Payroll – August 12, 2022

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**7. REPORTS**  
None

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**8. NEW BUSINESS**

**A. CELLEBRITE UFED SOFTWARE RENEWAL**

**10**

**Fund Name:** County General

**Fund Number:** 1000

**Amount:** \$4,300

**Presenter:** Beth Hamlin

This is a quote that will allow our office to renew the necessary software license upgrade for our cell phone extraction software system that we have used regularly for over a decade to provide critical evidence in countless criminal cases.

**B. SAFE PLACE SERVICES GRANT RENEWAL**

**13**

**Fund Name:** Safe Place

**Fund Number:** 9103

**Grant Amount:** \$16,437

**Presenter:** Louis Malone

The Departments is requesting to renew our grant agreement with Indiana Youth Services Association (IYSA). This is a grant agreement we have had for several years. The only addendum is participation in a pilot program with IYSA and Department of Child Services, which will include additional funding for YSB. This addendum only requires additional tracking in the monthly reporting that is already submitted to IYSA. Total remuneration under this Grant shall not exceed \$16,437.00 for each fiscal year (this amount includes the annual \$8,000 Safe Place pilot increase dollars), minus the annual licensing fee paid for by IYSA.

**C. RESOLUTION 2022-20; SUPPORTING GIRL'S CODING PROGRAM**

**44**

**Presenter:** Jeff Cockerill

This resolution allows for County support of \$10,000 per year to support the continuation of the Girl's Coding Program.

**D. ORDINANCE 2022-23; AMEND MONROE COUNTY CODE CHAPTER 457 – CRIMINAL JUSTICE RESPONSE COMMITTEE**

**46**

**Presenter:** Jeff Cockerill

This Ordinance renames the Criminal Justice Response Committee to the Community Justice Response Committee. The membership is expanded from 5 to 14 members with the additional members including the Sheriff, Jail Commander, four Judges, the Prosecutor, the Public Defender, and the Health Administrator. In addition, it broadens the scope of the work to include all aspects of our criminal justice study.

**E. ORDINANCE 2022-20: KINGS ROAD FARM REZONE**

**49**

**Presenter:** Drew Myers

The petition site is one parcel totaling 19.12 +/- acres located in Benton South Township at 5577 E Kings Road. The petitioner is proposing to amend the Zoning Map from Estate Residential 2.5 (RE2.5/PRO6) to Agricultural/Rural Reserve (AG/RR). The petitioner's intention behind the rezone request is provide for the appropriate zoning designation to convert the existing single-family residence into a "Tourist Home/Cabin". The Tourist Home/Cabin use is not permitted in the RE2.5 zoning district.

If the rezone request is approved by the County Commissioners, the petitioner intends to complete the planning process for the establishment of a Tourist Home/Cabin use on the property. All applicable site plan requirements for Tourist Home/Cabins as well as the special conditions outlined in Chapter 802 for the Tourist Home/Cabin use must be met by the proposed change of use on the property. Typically, site plan review for Tourist Home/Cabin uses is completed on a staff level.

If the rezone is denied, the petitioner may continue to operate the property as a single-family residence or may pursue any of the available uses as outlined in Chapter 833 of the Monroe County Zoning Ordinance for the RE2.5 zone as long as any special conditions can be met.

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**9. APPOINTMENTS**

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**10. ANNOUNCEMENTS**

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**11. ADJOURNMENT**



# MONROE COUNTY COMMISSIONERS

Julie Thomas, President  
Penny Githens, Vice President  
Lee Jones

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

## COMMISSIONERS' HYBRID MEETING SUMMARY MINUTES

Wednesday, August 3, 2022 at 10:00 am

Nat U. Hill Meeting Room – 3<sup>rd</sup> 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 – **Not Present**  
Jeff Cockerill, Legal Counsel – Present, **In Person**

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

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2. **COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER JONES** **10:04 am**

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3. **DEPARTMENT UPDATES** **10:05 am**

Health – Lori Kelley

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4. **PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker)** **10:06 am**

Eric Spoonmore, Bloomington Chamber of Commerce President & CEO  
Don Griffin, Deputy Mayor  
Talisha Coppock, Monroe Convention Center Executive Director  
Mike McAfee, Visit Bloomington Executive Director  
Kirby Brown, Springhill Suites General Manager  
Jen Pearl, Bloomington Economic Development Corp President  
Jim Shelton, Court Appointed Special Advocates (CASA)

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**5. APPROVAL OF MINUTES 10:23 am**

July 27, 2022

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

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**6. APPROVAL OF CLAIMS DOCKET 10:23 am**

Accounts Payable – August 3, 2022

Githens made a motion to approve. Jones seconded.  
No public comment.  
Thomas called for a Voice Vote  
Motion carried, 3-0.

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**7. REPORTS 10:25 am**

Weights and Measures – June 16 to July 15, 2022

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**8. NEW BUSINESS**

**A. NEW ERA TECHNOLOGY AGREEMENT RENEWAL 10:25 am**

**Fund Name:** Cumulative Capital

**Fund Number:** 1138

**Amount:** \$11,165

**Presenter:** Greg Crohn

Our current For The Record support agreement with New Era Technologies, is set to expire on August 9th, 2022. This request is to approve the one-year renewal agreement for software and peripheral support in eleven Courtrooms. Period of support runs 8/10/2022 through 8/9/2023.

Githens made a motion to approve. Jones seconded.  
No public comment.  
Thomas called for a Voice Vote  
Motion carried, 3-0.

**B. ORDINANCE 2022-22; AMEND VARIOUS TRAFFIC ORDINANCES 10:26 am**

**Presenter:** Lisa Ridge

Amend Ordinance 86-12 to delete the following yield locations: Chapel Hill Road WB for Guthrie Rd/Chapel Hill Road; Rose Creek Drive for Indian Valley Drive

Amend Ordinance 86-12 to add the following yield locations: Victor Pike SB for Fluck Mill Road/Victor Pike; Indian Valley Drive for Rose Creek Drive

Amend Ordinance 86-06 to add the following stop location: Guthrie Road for Chapel Hill Road; Chapel Hill Road for Guthrie Road (All-way Stop)

Amend Ordinance 89-01 to add the following no trucks locations: Lawson Road; Fleming Place

Githens made motion to approve. Jones seconded.

No public comment.

Thomas called for a Voice Vote

Motion carried, 3-0.

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## **11. APPOINTMENTS 10:28 am**

Githens made a motion to appoint. Jones seconded.

### Animal Management Commission

Matt Collier, remainder of 2-year term ending 12/31/23

### Redevelopment Commission

Randy Cassady, remainder of 2-year term ending 1/1/24

### Women's Commission

Molly Otto, remainder of 2-year term ending 1/1/24

### Board of Zoning Appeals

Pam Davidson, remainder of 4-year term ending 1/1/2024

Thomas called for a Voice Vote

Motion carried 3-0.

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## **12. ANNOUNCEMENTS 10:29 am**

Hoosier Hills Food Bank sponsored "Fresh Food Fridays". 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.

Free COVID-19 testing available at the Monroe County Health Department, 119 W. 7<sup>th</sup> Street as well as the Monroe County Public Health Clinic located at 333 E. Miller Drive.

Accepting applications for all boards and commissions. Go to [www.co.monroe.in.us](http://www.co.monroe.in.us) for more information or to fill out application.

Monroe County Commissioners' Blood Drive will be held at [Ivy Tech, Shreve Hall, 200 Daniels Way, Bloomington, IN](#) on the following dates:

**Wednesday, August 24, 1pm -7pm**

Thursday, August 25, 1pm – 7pm  
Tuesday, September 6, 1pm- 6pm  
Friday, September 9, 10am – 3 pm

Residents can sign up for the Monroe County Alert Notification System for all weather and health related emergencies and updates. To sign up visit [www.co.monroe.in.us](http://www.co.monroe.in.us) .

Commissioners' hybrid meetings will be in the Nat U. Hill meeting room, 3<sup>rd</sup> floor of the Courthouse and via Zoom. Meetings are open to the public.

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	<a href="mailto:beanblossomtrustee19@gmail.com">beanblossomtrustee19@gmail.com</a>
Benton - Michelle Bright	812.339.6593	<a href="mailto:michelleabright@gmail.com">michelleabright@gmail.com</a>
Bloomington - Kim Alexander	812.336.4976	<a href="mailto:bloomingtontownship@in.gov">bloomingtontownship@in.gov</a>
Clear Creek - Thelma Jefferies	812.824.7225	<a href="mailto:thelma@bluemarble.net">thelma@bluemarble.net</a>
Indian Creek - Chris Reynolds	812.824.4981	<a href="mailto:chreyonlds812@gmail.com">chreyonlds812@gmail.com</a>
Perry - Dan Combs	812.336.3713	<a href="mailto:trustee@perrytownship.info">trustee@perrytownship.info</a>
Polk - Chris Spiek	812.837.9446	<a href="mailto:cspiek@bluemarble.net">cspiek@bluemarble.net</a>
Richland - Marty Stephens	812.876.2509	<a href="mailto:rttfrontdesk@bluemarble.net">rttfrontdesk@bluemarble.net</a>
Salt Creek - Donn Hall	812.837.9140	<a href="mailto:donnhall403@yahoo.com">donnhall403@yahoo.com</a>
Van Buren - Rita Barrow	812.825.4490	<a href="mailto:vbtrita@bluemarble.net">vbtrita@bluemarble.net</a>
Washington - Barbara Ooley	812.876.1188	<a href="mailto:oooleyb@yahoo.com">oooleyb@yahoo.com</a>

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**13. ADJOURNMENT**      **10:32 am**

The summary minutes of the August 3, 2022 Board of Commissioners meeting were approved on August 10, 2022.

Monroe County Commissioners

Ayes:

Nays:

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Julie Thomas, President

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Julie Thomas, President

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Penny Githens, Vice President

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Penny Githens, Vice President

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

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

Attest:

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

Minutes submitted by: AF Minutes reviewed by: DDM
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**MONROE COUNTY BOARD OF COMMISSIONERS'  
WORK SESSION SUMMARY**

**August 3, 2022**

**Nat U. Hill Meeting Room - 3<sup>rd</sup> Floor, Courthouse and Zoom Connection**

**1. JEFF COCKERILL, Legal**

Discussion regarding Drive Clean Partnership Proposal

Drive Clean is a not-for-profit organization whose purpose is to reduce petroleum consumption in the transportation sector.

The goal is reached in a number of ways, including the advancement of alternative fuels, alternative-fuel vehicles and sustainable vehicle technologies, such as electric vehicles and their charging infrastructure. The efforts reduce the nation's dependence on imported oil, improve air quality, support local jobs, drive economic development and promote an improved quality of life. This partnership is a US DOE funded project which includes educational information, fleet analysis assistance, and access to alternative fuel vehicles for fleet demonstrations.

Thomas made motion to approve. Githens seconded.

Thomas called for a Voice Vote.

Motion carried, 3-0.



## Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal ☒ Work session ☐ Department

Title to appear on Agenda:  Vendor #

### Executive Summary:

This is a quote that will allow our office to renew necessary software license upgrade for our cell phone extraction software system that we have used regularly for over a decade to provide critical evidence in countless criminal cases.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="County General"/>	<input type="text" value="1000-0009"/>	<input type="text" value="\$4300"/>

Presenter:

### Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text" value="Beth Hamlin"/>	<input type="text" value="(812)345-4409"/>

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

Attorney who reviewed:

Cellebrite Inc.  
7 Campus Drive  
Suite 210  
Parsippany New Jersey 07054  
United States



**Cellebrite**

Digital intelligence  
for a safer world

Tel. +1 800 942 3415  
Fax. +1 201 848 9982  
Tax ID#: 22-3770059  
DUNS: 033095568  
CAGE: 4C9Q7  
Company Website:  
<http://www.cellebrite.com>

## Quote

**Quote#**  
**Date:**

Q-260359-1  
Aug 01, 2022

### Billing Information

Monroe County District Attorney's  
Office (IN)  
301 North College Ave.  
Room 211  
Bloomington, Indiana 47404  
United States  
**Contact:** Rob Shollenberger  
**Phone:** 8123357257

### Delivery Information

Monroe County Prosecutor's  
Office  
301 N. College Ave., Rm. 211  
Bloomington, IN 47404  
United States

**Contact:** Rob Shollenberger  
**Phone:** 8123357257

**End Customer:** Monroe County District Attorney's Office (IN)

Click [here](#) to process with Credit Card payment

By clicking the link above and accepting this quote,

You are expressing your agreement and compliance to and with the terms contained on this quote.

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00048579	Aug 31, 2022	Net 30	USD	Nick Piacenza

Product Code	Product Name	Qty	Start Date	End Date	Serial Number	Net Price\Unit	Net Price
A-SOW-11-003	UFED 4PC Ultimate SW Renewal	1	Aug 08, 2022	Aug 07, 2023	1818322215	4,300.00	4,300.00

SubTotal	USD 4,300.00
Shipping & Handling	USD 0.00
Sales Tax	USD 0.00
Total	USD 4,300.00

Comments:

Terms and Conditions:

- Freight Terms: DAP
- Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
- Quote is subjected to regulation approval.
- General: Purchases of any products sold by Cellebrite are governed by <http://legal.cellebrite.com/us/index.html>
- EULA: Software is licensed by Cellebrite in accordance with an end user license agreement available at <https://legal.cellebrite.com/End-User-License-Agreement.html>
- Advanced Services (CAS): Purchases of Cellebrite Advanced Services are governed by <https://legal.cellebrite.com/CB-us-us/index.html>
- Premium: The following terms apply only to the following products: Cellebrite Premium <http://legal.cellebrite.com/intl/PremiumUS.htm>
- Pathfind
- er: <https://legal.cellebrite.com/PF-Addendum.htm>
- Training Services: Subject to the terms and conditions at <http://legal.cellebrite.com/intl/Training.htm>
- SaaS: <https://legal.cellebrite.com/Cellebrite-SaaS-Terms-of-Service-October-18-2021.htm>

In the event of any dispute as to which terms apply, Cellebrite shall have the right to reasonably determine which terms apply to a given purchase order.

\*SALES TAX DISCLAIMER: Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.

Please include the following information on your PO for Cellebrite UFED purchase:

- Please include the ORIGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

I, the undersigned, hereby confirm that I am authorized to sign this Order on behalf the engaging company ("Company"), and I hereby approve that my signature is legally binding upon the Company. By signing this Order I hereby confirm and approve that the terms and conditions with respect to the services described in this Order are the only terms and conditions that apply in this regard, and no other documents and/or forms and/or other terms and conditions shall apply.

Signature & Stamp: \_\_\_\_\_

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

Name (Print): \_\_\_\_\_

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

Please sign and email to Nick Piacenza at [nick.piacenza@cellebrite.com](mailto:nick.piacenza@cellebrite.com)





## Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal ☒ Work session ☐ Department

Title to appear on Agenda:  Vendor #

### Executive Summary:

We are requesting to renew our grant agreement with Indiana Youth Services Association (IYSA). This is a grant agreement we have had for several years. The only addendum is participation in a pilot program with IYSA and Department of Child Services which will include additional funding for YSB. This addendum only requires additional tracking in the monthly reporting that is already submitted to IYSA.

Total remuneration under this Grant shall not exceed \$16,437.00 for each fiscal year (this amount includes the annual \$8,000 Safe Place pilot increase dollars), minus the annual licensing fee paid for by IYSA.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Safe Place"/>	<input type="text" value="9103"/>	<input type="text" value="16,437"/>

Presenter:

### Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

**SAFE PLACE**  
**PROFESSIONAL SERVICES GRANT**

**July 1, 2022 – June 30, 2024**

**Revised May 2022**

This Grant ("Grant" or "Grant Agreement"), entered into by and between the Indiana Youth Services Association (hereinafter referred to as "IYSA") as the designated administrator for Indiana Department of Child Services (hereinafter referred to as "DCS" or "State") as it relates to the Grant Funds, and **Youth Services Bureau of Monroe County** (hereinafter referred to as "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

**1. Duties of Grantee.**

- A. Purpose: "Safe Place" is a national youth outreach program that educates thousands of young people every year about the dangers of running away or trying to resolve difficult, threatening situations on their own. All Safe Place programs must meet national standards and must be licensed by National Safe Place (hereinafter referred to as the "Safe Place Program(s)"). Safe Place Programs provide outreach, temporary shelter, and counseling services targeting youth, under the age of eighteen (18) years, in crisis situations through a network of Safe Place sites sustained by qualified agencies, trained volunteers, and businesses. Safe Place sites may be youth friendly businesses, schools, fire stations, libraries, and other appropriate public buildings that display the distinctive yellow and black Safe Place sign. The purpose of this Grant is for the Grantee to provide a licensed Safe Place Program and all of the Safe Place services described herein (the "Safe Place Services/Program") in the county or counties for which the Grantee has been chosen by IYSA to provide such Safe Place Services/Program as set forth below in paragraph C of this Section.
- B. In order to accomplish the above-referenced purpose, the Grantee will provide the Safe Place Services/Program set out in more detail herein and in accordance with the following (all of which are hereby incorporated by reference):
- (1) The Safe Place Request for Proposal and all of its attachments (the "Safe Place RFP"), which was issued by IYSA in the last competitive round of funding; and
  - (2) The Grantee's Response to the Safe Place RFP (the "Grantee's RFP Response"), which includes all response attachments, that was submitted by the Grantee in accordance with the specifications of the last Safe Place RFP; and
  - (3) The Award Letter (sent separately), which notified Grantee of the county(ies) Grantee was selected to provide Safe Place Services/Program.

- C. The Grantee agrees to comply with all terms, provisions and conditions applicable to the Safe Place Services/Program it provides pursuant to this Grant, including, but not limited to, service categories, objectives, all applicable DCS' Service Standards available in the RFP application and on the IYSA website, [www.indysb.org](http://www.indysb.org), the requirements set forth in paragraph E of this Section, and all statements, provisions, and assurances made in conjunction with the most recent Safe Place RFP and the Grantee's most recent RFP Response, except to the extent that the terms of this Grant might specifically modify those statements, provisions, and assurances. The DCS' Service Standards are hereby incorporated by reference into this Grant.
- D. As currently stated in DCS' Service Standards, the Safe Place Program provided by the Grantee must consist of the following four (4) components:
- (1) **Crisis Intervention/Shelter:** The Grantee's Safe Place Program staff must be available twenty-four hours a day/seven days per week (24/7) to all Safe Place sites and referral sources and ensure appropriate shelter care when the youth has no safe lodging for the night (as defined by National Safe Place ("NSP") implementation standards, available at [www.nationalsafeplace.org](http://www.nationalsafeplace.org). The NSP implementation standards are hereby incorporated by reference into this Grant. Upon receiving a referral, the Grantee's Safe Place Program staff shall: (i) respond within the time constraints set forth in the NSP implementation standards to immediately assess the situation and eliminate existing safety concerns while providing comfort to the youth; and (ii) begin crisis intervention by interviewing the youth, the referral source or Safe Place site personnel, and the parents/guardians of the youth in-crisis. Along with its provision of immediate intervention, the Grantee's Safe Place Program staff shall give the youth and his/her family referrals to appropriate community resources.
  - (2) **Community Outreach/Education:** The Grantee's Safe Place Program staff shall provide information to increase awareness of the Safe Place Program through school and community presentations and events. The Grantee's Safe Place Program staff may target middle and high schools to provide Safe Place Services/Program to youth. Community presentations increase community awareness as well as maintain Safe Place social networking sites to educate youth and adults.
  - (3) **Site Recruitment and Maintenance:** The Grantee's Safe Place Program must maintain sites by conducting annual site checks and by providing training as appropriate to ensure that the proper procedures are followed as listed on the Safe Place procedure sheets and found in the Safe Place Operations Manual. The Grantee's Safe Place Program may recruit sites as needed to cover its agency's geographic areas and ensure sites meet NSP implementation standards.

- (4) **Safe Place Program Evaluation:** The Grantee's Safe Place Program shall utilize the NSP database, which allows for data collection to evaluate Safe Place Program outcomes and effectiveness. The Grantee's Safe Place Program must submit data electronically to the NSP database monthly by the fifteenth (15th) of the month following the month of Safe Place Service delivery in order for the Safe Place Program to remain in compliance with the NSP Program standards.

In addition to the monthly reports, the Grantee shall enter data into the NSP database regarding site checks and maintenance, youth evaluations for at least 80% of youth served through Safe Place, and a 20% representative sample of presentation pre/post tests (or at least 250 youth annually), which enables IYSA to monitor compliance with NSP implementation standards, assess the quality of outreach, determine youth outcomes, and evaluate the impact of the Safe Place program. The pre/post surveys can be found in the Agency Support Center on the National Safe Place website, [www.nationalsafeplace.org](http://www.nationalsafeplace.org) or the Indiana Safe Place Coordinators' Google Drive at [https://drive.google.com/drive/folders/1JxI8qW\\_E1Ghwx8zgWsuWKBBIglv1o6y?usp=sharing](https://drive.google.com/drive/folders/1JxI8qW_E1Ghwx8zgWsuWKBBIglv1o6y?usp=sharing)

The Grantee shall successfully complete a program review once every two (2) years as demonstrated by 100% compliance on all mandatory review tool items and 75% compliance on all best practice review tool items. The mandatory and best practice review tools are available on the IYSA database or the Indiana Safe Place Coordinators' Google Drive at [https://drive.google.com/drive/folders/1JxI8qW\\_E1Ghwx8zgWsuWKBBIglv1o6y?usp=sharing](https://drive.google.com/drive/folders/1JxI8qW_E1Ghwx8zgWsuWKBBIglv1o6y?usp=sharing) and are incorporated herein by reference.

- E. Also, as stated in DCS' Service Standards, the Grantee must comply with all of the following eligibility criteria, which are based on the NSP standards, and all other NSP implementation standards not listed, in order to be a Safe Place Program provider pursuant to this Grant:

- (1) The Grantee, as the applicant agency (which is not interpreted as a Safe Place site), shall be accessible to youth twenty-four (24) hours a day three hundred sixty-five (365) days a year.
- (2) Crisis intervention counseling services shall be provided to each youth. Safe Place Programs shall provide or have a formal partnership in place with another provider to provide individual, family, and group counseling on a short and/or long-term basis.
- (3) Options for out-of-home placement of youth shall be available for any youth seeking help through the Safe Place Program on a twenty-four (24) hour a day basis. Age limitations are determined by each agency's licensure and

referrals to age-appropriate placements shall be made for youth who fall outside the agency age limits.

- (4) Youth and community outreach shall be provided to inform youth and the community of services available through the Safe Place Services/Program.
  - (5) Client confidentiality shall be maintained at all levels of outreach (youth, Safe Place sites, Safe Place Program volunteers, Safe Place staff, referrals).
  - (6) The Grantee, as the applicant agency, shall provide appropriately trained and resourced staff to furnish the Safe Place Services/Program in the four (4) program components outlined above in paragraph E of this Section 1.
  - (7) The Grantee, as the applicant agency, shall demonstrate an ability to provide 100% matching resources, excluding the Safe Place pilot increase funds, (cash or in-kind) to maximize delivery of the Safe Place Services/Program in the community.
  - (8) The Grantee, as the applicant agency, shall be able to maintain data collection and entry into the NSP database as required, including the additional FSSA adult outreach and education and youth referral reporting and the follow-up reporting for the DCS Safe Place pilot increase project.
- F. The Grantee is required to attend the annual IYSA Development Retreat(s) at the designated location and time.
- G. As currently stated in DCS' Service Standards, the established Safe Place outcomes, the last Safe Place RFP, and in the paragraph above herein, the Grantee shall comply with the following data collection requirements in order for the Grantee to remain in compliance with the NSP licensing standards:
- (1) The Grantee's Safe Place Program shall utilize the NSP database, which allows for data collection to evaluate Safe Place Program outcomes and effectiveness. In order for the Grantee's Safe Place Program to remain in compliance with the national Safe Place Implementation standards found in the NSP Operational Manual on the Agency Support Center at [www.nationalsafeplace.org](http://www.nationalsafeplace.org), the Grantee shall submit all of its Safe Place Services/Program data electronically to the NSP database monthly by the fifteenth (15th) of the month following the month of its Safe Place Services/Program delivery.
  - (2) In the event that IYSA or the DCS determines that any of the Grantee's requisite reports fails to comply with the reporting requirement set forth above, IYSA will notify the Grantee by email or phone of the deficiency and the corrective action that is needed. The Grantee shall submit to NSP and IYSA, and DCS if requested, a revised and corrected program report

within fifteen (15) days of the Grantee's receipt of the deficiency notice from IYSA or DCS.

I. Reports and Records Concerning Safe Place Services/Program.

- (1) In addition to meeting the reporting requirements described above, the Grantee agrees to prepare and submit to IYSA or DCS, if requested by IYSA or DCS, any information required by IYSA or DCS for reports and evaluations necessary to monitor Safe Place Services/Program and outcomes. **This requirement covers the additional reporting required for the DCS Safe Place pilot increase project (if applicable) and the reporting for the FSSA Safe Place funds.** The Grantee will provide all information reasonably requested by IYSA or the DCS (in the format requested by IYSA or the DCS) and will cooperate with and assist IYSA and/or DCS in preparing such reports and evaluations. IYSA will attempt to standardize the timing and content of required reports to the extent it can.
- (2) The Grantee shall prepare, maintain, and timely provide to IYSA or DCS, upon request, any statistical reports, program reports, other reports, or other information requested by IYSA or the DCS relating to the Safe Place Services/Program provided by the Grantee pursuant to this Grant in the format requested by IYSA or the DCS, including, but not limited to, reports/information incident to monitoring or evaluating performance by the Grantee of the Safe Place Services/Program specified in this Grant, and/or any statistical and program reports as are required by any laws, regulations, or policies of the United States or the state of Indiana that are applicable to the use of funds paid to the Grantee pursuant to this Grant.
- (3) Prompt compliance by the Grantee with a request by IYSA or the DCS to submit program and financial documentation during the term of this Grant is critical to this Grant. A failure of the Grantee to comply with any such request could result in immediate suspension of payments hereunder, termination, or partial termination of this Grant by IYSA.
- (4) In the event that the monthly activity report shows no outreach or service activity, the Grantee must supply IYSA, and DCS, if requested, with written documentation of any other activities, such as site or volunteer recruitment and maintenance, or forfeit that month's program reimbursement.
- (5) In the event the contents of any report is considered deficient by IYSA or the DCS, IYSA will so notify the Grantee in writing, not later than thirty (30) days after receipt of the report. The notice will specify the nature of the deficiency and the corrective action or information needed. The Grantee shall submit to IYSA any revised or supplemental report within thirty (30) days after the date of the deficiency notice.

- (6) The Grantee shall maintain records as necessary or appropriate to document Safe Place Services/Program provided pursuant to this Grant. Those records shall include, but not be limited to, documentation relating to, or the time and place of meeting with, persons served by the Grantee and the persons who attended those meetings and copies of any reports or other materials representing the work product of any Safe Place Services/Program provided by the Grantee pursuant to this Grant.

J. Project Monitoring.

IYSA shall monitor and review the Grantee's delivery of Safe Place Services/Program during the term of this Grant. The procedure that IYSA uses for monitoring the Grantee may change during the term of this Grant, and the Grantee will be notified of any changes in procedure. The procedure that IYSA uses for monitoring the Grantee may include, but not be limited to, the following:

- (1) Conducting program visits and case file reviews using a tool approved by IYSA or the DCS as a means of ensuring quality service provision;
- (2) The Grantee's successful completion a program review once every two years as demonstrated by 100% compliance on all mandatory review tool items and 75% compliance on all best practice review tool items;
- (3) Review of invoices/claims submitted by the Grantee for payment, in relation to the service components and funding amounts allocated per county for which the Grantee has been selected to provide the Safe Place Services/Program and in relation to the total remuneration amount for this Grant (as such amounts are set forth in Section 2 below and set forth in Award Letter);
- (4) Information received verbally or in writing from IYSA or DCS concerning the Grantee's delivery of Safe Place Services/Program requested or approved;
- (5) Review of the results of Safe Place Services/Program provided in relation to the desired outcomes of those Safe Place Services/Program as stated herein, in the latest Safe Place RFP, and/or in the Grantee's RFP Response; and
- (6) Information contained in any reports and evaluations relating to the Grantee's delivery of Safe Place Services/Program under this Grant.

**2. Service Areas.**

As set forth herein, the Grantee shall provide the Safe Place Services/Program for the county(ies) for which the Grantee has been chosen by IYSA to provide Safe Place

Services/Program. The Grantee shall provide Safe Place Services/Program for the following counties: Monroe, Greene, and Owen.

### **3. Grant Funding.**

- A. In accordance with and subject to the specifications set forth herein, in the last Safe Place RFP, in the current DCS' Service Standards, in the Award Letter, and in this Grant, and solely for its provision of the Safe Place Services/Program for the county(ies) for which the Grantee has been approved to provide such Safe Place Services/Program, as specified in Section 1 above, IYSA will reimburse Grantee for allowable costs incurred. The Grantee shall bill IYSA monthly based on the billable units/payment points set forth in Award Letter.
- B. All actual cost items and/or pass through cost items related to and/or a part of the Safe Place Services/Program provided pursuant to this Grant shall be at reasonable rates and not above the prevailing market rates.
- C. Besides the VOCA Grant further described in Section 55 of this Grant Agreement, which IYSA may disperse to the Grantee, total remuneration under this Grant shall not exceed **\$16,437.00** for each fiscal year (this amount includes the annual \$8,000 Safe Place pilot increase dollars), minus the annual licensing fee paid for by IYSA.
- D. Payment to the Grantee as provided in this Section will also be subject to the following conditions:
  - (1) Timely completion and submission of data electronically to the NSP as described above.
  - (2) Program activity documented in the monthly reports or through written documentation provided by the Grantee.
  - (3) Timely completion and submission to IYSA or the DCS of the information required for any requisite reports and evaluations necessary to monitor Safe Place Services/Program and outcomes, as required by this Grant.
  - (4) Satisfactory completion and submission to IYSA or the DCS of any applicable work product or other deliverable, as specified in Award Letter, the Safe Place RFP, the Grantee's RFP Response, or in this Grant itself, for Safe Place Services/Program that are provided by the Grantee and/or its subcontractors pursuant to this Grant.
  - (5) The Grantee shall submit claim vouchers and such billing documentation, as may be required by the State, to IYSA for payment under this Grant Agreement in accordance with the procedures set forth by IYSA. Any additional evidentiary materials required by this Grant Agreement must be submitted to and approved by the State, as administered by IYSA.



- (6) All payments are subject to the State's determination, as administered by IYSA, that the Grantee's performance conforms to the Safe Place Services/Program as approved, notwithstanding any other provision of this Grant Agreement.
- (7) The Grantee shall meet any other Grant conditions to DCS' satisfaction.
- (8) The Grantee shall submit claim vouchers and such billing documentation, as may be required by the State, to IYSA for payment under this Grant Agreement in accordance with the procedures set forth by IYSA. Any additional evidentiary materials required by this Grant Agreement must be submitted to and approved by the State, as administered by IYSA.
- (7) If this Grant Agreement is terminated by either party prior to the expiration of this Grant Agreement, the State or IYSA may promptly conduct an on-site or other monitoring or auditing of the Grantee's Safe Place Services/Program and complete a services monitoring report.
- (8) Failure to complete the Safe Place Services/Program and expend State or this Grant's funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State, through IYSA's administration, to impose sanctions against the Grantee including, but not limited to, suspension of all Grant payments, and/or suspension of the Grantee's participation in grant programs until such time as all material breaches are cured to the State's satisfaction. Sanctions may also include repayment of all Grant funds expended that are not in the scope of Safe Place Services/Program or the budget the State has approved for this Grant Agreement.

E. Any amount payable to the Grantee pursuant to this Section is subject to reduction:

- (1) to the extent it is not expended by the Grantee as an allowable program cost or consistent with the Grantee's approved budget and cost allocation plan submitted as part of Grantee's RFP Response; and/or
- (2) to correspond to funds appropriated and available from the State for payment under this Grant Agreement. This subsection is separate from and in addition to other Grant Agreement Sections, as this subsection allows the State, through IYSA as administrator, to adjust payments for individual service components/billable units/payment points or overall consideration, to limit payments to available funding.

### **3. Term.**

This Grant shall be effective for a period of twenty-four (24) months. It shall commence on July 1, 2022, and shall remain in effect through June 30, 2024, and is contingent upon continued funding by DCS and the IYSA Youth Service Bureau (“YSB”) Fund administration Grant.

### **4. Access to Records.**

The Grantee and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Grant. They shall make such materials available at their respective offices at all reasonable times during this Grant, and for three (3) years from the date of final payment under this Grant, for inspection by IYSA, the DCS, or authorized designees. Copies shall be furnished at no cost to IYSA or the DCS if requested.

### **5. Assignment; Successors; and Subcontracting.**

- A. The Grantee shall not assign performance of the whole or any part of this Grant Agreement without IYSA's prior written consent and under provisions deemed appropriate by IYSA.
- B. The Grantee shall require any subcontractor approved by IYSA to comply with the provisions set forth in this Grant Agreement. Further, the Grantee shall remain responsible to IYSA for the performance of any subcontractor and shall monitor the performance of any subcontractor. The Grantee agrees to enter into written agreements with all subcontractors and to provide copies of all subcontracting agreements to IYSA or the DCS upon request.
- C. The Grantee binds its successors and assignees to all terms and conditions of this Grant Agreement.

### **6. Monitoring.**

The Grantee shall permit all examinations and shall generate and maintain all documentation necessary to comply with all relevant audit and fiscal monitoring requirements.

- (1) The Grantee shall, upon written demand by IYSA or the DCS, be required to repay to IYSA all sums paid by IYSA to the Grantee, for which adequate fiscal and/or service delivery documentation is not in existence for any time period audited. If an audit of the Grantee results in an audit exception, IYSA shall have the right to set off such amount against current or future allowable claims, demand cash repayment, or withhold payment of current claims in a like amount pending resolution between the parties of any disputed amount.

- (2) IYSA or the DCS has the right to make recommendations and findings in connection with any financial monitoring or audit of the Grantee's operations in regard to this grant funding, and the Grantee agrees to comply with any corrective actions specified by IYSA or the DCS, within the time limits established by IYSA or the DCS.
- (3) The Grantee shall provide to IYSA or the DCS, upon IYSA's or DCS' request, a copy of any document or report prepared and maintained by the Grantee relative to costs incurred in providing the Safe Place Services/Program described in Section 1 and Award Letter.
- (4) Any authorized employee or representative of IYSA or the DCS, shall have the right to enter the premises of the Grantee or any subcontractor of the Grantee and inspect or audit any records or property agreements maintained by the Grantee or its subcontractor in connection with this Grant. The Grantee and its subcontractors shall make all books, records, and documents that relate to their activities under this Grant available for inspection, review, and audit when requested by an IYSA employee or governmental agent. The Grantee shall ensure the cooperation of its employees, officers, board members, and subcontractors in any review, audit, or inspection conducted by an IYSA employee, DCS staff member or designee, or governmental agent.
- (5) Following any site monitoring visit to the Grantee, IYSA or the DCS may provide a written report to the Grantee. IYSA's or the DCS' report may contain observations, evaluations, suggestions and/or specific directions for corrective action by the Grantee. In the event that specific corrective action is required, the Grantee will have sixty (60) days from the receipt of the directions to comply, unless a different time period for correction is specified by IYSA or the DCS. A failure of the Grantee to comply with IYSA's or the DCS' specific directions will be treated as a breach of this Grant. In the case of a dispute, IYSA, and the Grantee will meet at their earliest convenience to resolve the issue in question.

## **7. Authority to Bind Grantee.**

This Section applies if the Grantee is not an individual. The signatory for the Grantee represents that he/she has been duly authorized to execute this Grant Agreement on behalf of the Grantee named herein. If the Grantee is a corporation, the signatory represents that he/she has obtained all necessary approval from the board of directors of the Grantee and/or the Grantee's home office (if applicable) to execute this Grant Agreement on behalf of the Grantee. If the Grantee is a limited liability company, the signatory represents that he/she is a manager of the company, or, if the company does not provide for a manager or managers, that he/she is a member duly authorized to execute this Grant Agreement on behalf of the company. If the Grantee is a general or limited partnership, the signatory represents that he/she is a general partner of the partnership. IYSA relies on these representations by the signatory that this Grant Agreement will be fully binding upon the

Grantee organization when his/her signature is affixed, upon acceptance of this Grant Agreement by IYSA.

## **8. Changes in Work.**

The Grantee shall not commence any additional work or change the scope of the work until authorized in writing by IYSA. The Grantee shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. Except as provided for below in Section 26 of this Grant Agreement, modification, amendment, or supplementation to the Safe Place Services/Program or terms of this Grant Agreement shall require a formal written modification document that is completed in the same manner as this Grant Agreement and signed by all parties.

## **9. Compliance with Laws.**

- A. The Grantee shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including any disaster plan protocol (IV-E and IV-B), and all provisions required thereby to be included herein are hereby incorporated by reference.
- B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with IYSA as set forth in IC § 4-2-6 et seq., IC § 4-2-7 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Grantee or its agents violate any applicable ethical standards, IYSA may, in its sole discretion, terminate this Grant Agreement immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.
- C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the state of Indiana.
- D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify IYSA of any such actions. During the term of such actions, the Grantee agrees that IYSA or the DCS may suspend funding for the Safe Place Services/Program. In the event of IYSA's or DCS' receipt of a report (verbal or written) of criminal or potentially criminal activity by a member of the Grantee's staff (including any of the Grantee's subcontractors and their staff) that potentially threatens/endangers the life, health, or safety of any minor client, IYSA or DCS may immediately require a temporary suspension of such member of the Grantee's staff (including any of the Grantee's subcontractors and their staff) pending an investigation into the report.

- E. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by IYSA or its agencies, and IYSA decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the IYSA Board of Directors following the procedures for disputes outlined herein. A determination by the IYSA Board of Directors shall be binding on the parties. Any disbursements that IYSA may delay, withhold, deny, or apply under this Section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.
- F. The Grantee warrants that the Grantee and any Grantees performing work in connection with the Safe Place Services/Program shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of further work with IYSA and the State.
- G. As required by IC § 5-22-3-7:
- (1) The Grantee and any principals of the Grantee certify that:
    - (A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:
      - (i) IC § 24-4.7 [Telephone Solicitation Of Consumers];
      - (ii) IC § 24-5-12 [Telephone Solicitations]; or
      - (iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];
    - in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
    - (B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.
  - (2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,
    - (A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
    - (B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

## **10. Drug-Free Workplace Certification.**

As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Grantee will give written notice to IYSA and the

State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the state of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of Grant Agreement payments, termination of this Grant Agreement and/or debarment of grant opportunities with the state of Indiana for up to three (3) years.

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

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

## **11. Employment Eligibility Verification**

As required by IC § 22-5-1.7-11, the Grantee hereby swears or affirms under the

penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that is has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an undocumented immigrant; and
- D. The Grantee shall require its Grantees who perform work under this Grant Agreement to certify to the Grantee that the Grantee does not knowingly employ or Grant with an undocumented immigrant and that the Grantee has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a Grant with a Grantee.

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

## **12. Funding Cancellation**

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

## **13. Information Technology Accessibility Standards**

Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended.

## **14. Nondiscrimination**

Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected

Characteristics”). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

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

#### **15. Condition of Payment.**

All services provided by the Grantee under this Grant must be performed to IYSA’s and the State’s reasonable satisfaction, as determined at the discretion of the undersigned IYSA representative and the DCS and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations, as well as in accordance with all specifications set forth above in Section 1. IYSA shall not be required to pay for work found to be unsatisfactory, inconsistent with this Grant (including any specification set forth in Section 1 of this Grant Agreement) or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

#### **16. Confidentiality of Information.**

The Grantee understands and agrees that data, materials, and information disclosed to the Grantee, including, but not limited to, services recipient information received by the Grantee in administering the terms and provisions of this Grant Agreement, may contain confidential and protected information. The Grantee covenants that data, material, and information gathered, based upon or disclosed to the Grantee for the purpose of this Grant Agreement will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the Safe Place Services/Program to be performed by Grantee for the State, as administered by IYSA, under this Grant may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this Section and pursuant to 10 IAC 5-3-1(4), the Grantee agrees to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed by Grantee, Grantee agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Grant Agreement.

#### **17. Debarment and Suspension.**

- A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term “principal” for purposes of



this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

- B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the IYSA and State if any subcontractor becomes debarred or suspended, and shall, at IYSA's or the State's request, take all steps required by IYSA or the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

#### **18. Funding Limitations/Cancellation.**

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

#### **19. Governing Laws.**

This Grant shall be governed, construed, and enforced in accordance with the laws of the State of Indiana. Suit, if any, must be brought in the State of Indiana.

#### **20. Indemnification.**

The Grantee agrees to indemnify, defend, and hold harmless IYSA, DCS, and the State of Indiana, their agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Grantee and/or its subcontractors, if any, in the performance of this Grant. IYSA, DCS, and the State of Indiana shall not provide such indemnification to the Grantee.

#### **21. Insurance.**

- A. The Grantee shall secure and keep in force during the term of this Grant Agreement the following insurance coverage, covering the Grantee for any and all claims of any nature which may in any manner arise out of or result from Grantee's performance under this Grant Agreement:
  - (1) Commercial general liability, including Grant Agreement and contractual coverage and errors and omissions coverage for professional conduct, and products or completed operations coverage (if applicable), with minimum liability limits of \$1,000,000 per occurrence and \$2,000,000 in the

aggregate unless additional coverage is required by IYSA or the DCS. IYSA and the State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Grant Agreement.

- (2) Automobile liability with minimum liability limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. IYSA and the State is to be named as an additional insured on a primary, non-contributory basis.
- (3) Property damage insurance in an amount sufficient to provide coverage for any loss of property used by the Grantee in connection with services provided under this Grant Agreement, not less than \$100,000 in the aggregate.
- (4) Cyber Liability addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$1,000,000 in the aggregate.

B. The Grantee's insurance coverage must meet the following additional requirements:

- (1) The insurer must have a certificate of authority issued by the Indiana Department of Insurance.
- (2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Grantee.
- (3) IYSA and the State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Grantee in excess of the minimum requirements set forth above. The duty to indemnify IYSA and the State under this Grant Agreement shall not be limited by the insurance required in this Grant Agreement.
- (4) The insurance required in this Grant Agreement, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to IYSA.

C. The Grantee shall include IYSA and the State as an additional insured on each policy of insurance described above herein.

D. Failure to provide insurance as required in this Grant Agreement may be deemed a material breach of Grant Agreement entitling IYSA to immediately terminate this Grant Agreement. The Grantee shall furnish a certificate of insurance and all endorsements to IYSA before commencement of this Grant Agreement.

## **22. Licensing Standards.**

The Grantee, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Grantee pursuant to this Grant. IYSA will not pay the Grantee for any services performed when the Grantee, its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification or accreditation, the Grantee shall notify IYSA immediately and IYSA, at its option, may immediately terminate this Grant.

## **23. Modification.**

- A. Except as otherwise set forth in this Section below, this Grant constitutes the entire agreement between the parties and no understandings, agreements, or representations, oral or written, not specified within this Grant will be valid provisions of this Grant.
- B. The parties agree that due to the uncertain availability of state and/or federal appropriated funds and/or the possibility of the need for a reduction in the services provided pursuant to this Grant, the total consideration payable by IYSA as specified in Section 2 of this Grant may be unilaterally decreased by IYSA, with a corresponding reduction in the Grantee's duties and responsibilities, immediately upon the Grantee's receipt of written notice. Such written notice shall be delivered to the Grantee at the address specified below in this Grant via both regular U.S. mail and e-mail. This paragraph does not affect any right of the Grantee to payment for services performed before receipt of such written notice.
- C. IYSA or the DCS may conduct periodic reviews of the anticipated utilization of funds provided by IYSA pursuant to this Grant and/or periodic reviews of the county(ies) for which the Grantee has been chosen to provide the Safe Place Services/Program as set forth above.
- D. Should IYSA (on its own or after it considers a request of the Grantee) determine that any billable unit, payment point, service code, or service component requires modification and such modification requires a revision to the information included in Award Letter, such changes shall not require the execution of a formal amendment to this Grant, but may be accomplished by written notice from IYSA to the Grantee with an accompanying updated Award Letter.
- E. The modifications described above in paragraphs B, C, and D of this Section, even if such modifications may require creation of a revised Award Letter, may be accomplished by letter of notification from IYSA to the Grantee (with any requisite revised Award Letter attached thereto), without the necessity for a formal Grant amendment.

- F. With the exception of the modification procedures permitted pursuant to paragraphs B, C, D, and E of this Section, this Grant may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties. Nothing herein shall be construed as a commitment to execute future agreements with the Grantee or to extend this Grant in any way.

**24. Notice to Parties.**

- A. Whenever any notice, statement or other communication is required under this Grant, it shall be sent via regular U.S. mail and/or e-mailed to the following addresses, unless otherwise specifically advised.

- (1) Notices to IYSA shall be sent and/or e-mailed to:

**Robin Donaldson**  
**Chief Operating Officer**  
**Indiana Youth Services Association**  
**303 N. Alabama Street, Suite 210**  
**Indianapolis, IN 46204**  
**E-mail: [rdonaldson@indysb.org](mailto:rdonaldson@indysb.org)**

- (2) Notices to the Grantee shall be sent and/or e-mailed to:

**Victoria Thevenow**  
**Executive Director**  
**615 S Adams Street**  
**Bloomington, IN 47404**  
**[vthevenow@co.monroe.in.us](mailto:vthevenow@co.monroe.in.us)**

- B. Notice of any change in the person or address to whom notices should be sent and/or e-mailed, as specified in paragraph A of this Section, shall be given to the other party in the manner provided in paragraph A of this Section.

**25. Order of Precedence, Incorporation by Reference.**

Any inconsistency or ambiguity in this Grant shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law;; (2) this Grant Agreement; (3) exhibits prepared by IYSA; (4) any written notices given by IYSA to the Grantee (including any attachments thereto) pursuant to Section 26 of this Grant; (5) Award Letter; (6) the most current form of DCS' Service Standards and the Assurances (which are described herein and incorporated by refence into this Grant Agreement); (7) the Safe Place RFP; and (8) the Grantee's RFP Response. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

**26. Payment and Fiscal Requirements.**

- A. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Grantee in writing. No payments will be made in advance of receipt of the goods or services that are the subject of this Grant.
- B. The Grantee shall submit monthly reports on the NSP database for payment pursuant to this Grant. IYSA will notify the Grantee of any change in invoice/claim procedure, and the Grantee shall use whatever invoice/claim forms and documentation are required by IYSA's then current procedure and shall submit the appropriate invoices/claim forms and documentation to IYSA, as directed. Monthly reports will be submitted monthly for Safe Place Services/Program performed during the calendar month(s) preceding the date of the report. The Grantee's invoice must be dated no earlier than the later of (a) the first date the Grantee is entitled to submit a claim for payment under the applicable provision of this Grant. IYSA will then create check requests to submit to the IYSA accounting firm no later than five (5) days after the monthly report due date.
- C. A report will not be deemed to be properly prepared as required above in paragraph B if it is not entered into the NSP database by the 15<sup>th</sup> of the following month. Any report submitted after the due date will be deemed improperly prepared and will not be paid until the following month.
- D. No costs may be incurred or services provided by the Grantee for reimbursement or payment under this Grant Agreement after the expiration date of the term stated in this Grant Agreement.
- E. Payment of each invoice shall be conditioned on collection and entry of all data required to complete quarterly and annual reports, as provided in this Grant Agreement.
- F. A properly prepared report must be entered within sixty (60) calendar days after the date services are provided or costs incurred pursuant to this Grant in order to be eligible for reimbursement. IYSA may elect to deny payment of any invoices/claims that are not timely submitted as required in this paragraph.
- G. Payment is dependent upon program activity in each month. Activity is reported either through the NSP Database monthly report or, if no outreach and service activity has been provided, by written documentation submitted to IYSA on or prior to the 15<sup>th</sup> of the month.
- H. The State or IYSA may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Safe Place Services/Program prior to making the first payment under this Grant. All payments are subject to IYSA's or the State's determination that the Grantee's performance to date

conforms to the Safe Place Services/Program as approved, notwithstanding any other provision of this Grant Agreement.

- H. Approval and payment of final billing reports will be conditioned upon receipt and approval of all IYSA-required supportive documentation. As IYSA billing or recordkeeping systems change, the Grantee shall modify its systems to be compatible with IYSA systems. IYSA will provide reasonable notice of any such changes. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.
- I. The Grantee shall maintain financial and accounting records deemed necessary by IYSA which identify the specific costs attributable to each service code/billable unit/payment point and/or service component specified in the budget the State has approved for this Grant Agreement and shall use the funds solely for the purposes set forth in this Grant Agreement, in accordance with the terms of this Grant Agreement.
- J. The Grantee agrees to follow generally accepted accounting procedures and practices which sufficiently and properly reflect all costs incurred by the Grantee.

**27. Security and Privacy of Health Information.**

- A. This Section applies only to the extent that the Grantee receives any protected health information ("PHI"), as referenced in paragraph B below, or any alcohol and drug abuse records (as defined in IC § 16-18-2-12), health records (as defined in IC § 16-18-2-168), or mental health records (as defined in IC § 16-18-2-226), concerning any individual, in connection with performance of any services under this Grant. Any records included in the above definitions in IC § 16-18-2 are referred to herein as "Health Records."
- B. HIPAA. The Grantee agrees to comply with all applicable requirements of the Health Insurance Portability and Accountability Act of 1996, Title II, Administrative Simplification ("HIPAA"), including amendments signed into law under the American Recovery and Reinvestment Act of 2009 ("ARRA"), in particular, applicable provisions of Title XIII known as the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Subtitle D, in all activities related to this Grant, to maintain compliance during the term of this Grant and after as may be required by federal law, to operate any systems used to fulfill the requirements of this Grant in full compliance with all applicable provisions of HIPAA and to take no action which adversely affects the State's HIPAA compliance.

Terms used, but not otherwise defined, in this Grant shall have the same meaning as those found in the HIPAA Regulations under 45 CFR Parts 160, 162, and 164.

To the extent required by the provisions of HIPAA and regulations promulgated thereunder, the Grantee assures that it will appropriately safeguard all forms of Health Records and/or Protected Health Information (“PHI”), as defined by the regulations, which is made available to or obtained by the Grantee in the course of its work under this Grant. The Grantee agrees to comply with all applicable requirements of law relating to Health Records and/or PHI with respect to any task or other activity it performs for the State including, as required by the final Privacy and Security regulations:

- (1) Implementing the following HIPAA requirements for any forms of Health Records and/or PHI that the Grantee receives, maintains, or transmits on behalf of the IYSA or the State:
  - (a) Administrative safeguards under 45 CFR § 164.308
  - (b) Physical safeguards under 45 CFR § 164.310
  - (c) Technical safeguards under 45 CFR § 164.312
  - (d) Policies and procedures and documentation requirements under 45 CFR § 164.316;
- (2) Implementing a disaster recovery plan, as appropriate for work conducted for this Grant, which includes mechanisms to recover data and/or alternative data storage sites, as determined by IYSA or the State to be necessary to uphold integral business functions in the event of an unforeseen disaster;
- (3) Not using or further disclosing Health Records and/or PHI other than as permitted or required by this Grant or by applicable law;
- (4) Immediately reporting to the IYSA representative listed in Section 27(A)(1) [Notice to Parties] any security and/or privacy breach directly relating to the work performed for this Grant of which the Grantee becomes aware;
- (5) Mitigating, to the extent practicable, any harmful effect that is known to the Grantee and immediately reporting to IYSA’s representative listed in Section 27(A)(1) [Notice to Parties] any use or disclosure by the Grantee, its agent, employees, subcontractors, or third parties of Health Records and/or PHI obtained under this Grant in a manner not provided for by this Grant or by applicable law of which the Grantee becomes aware;
- (6) Ensuring that any subcontractors or agents to whom the Grantee provides Health Records or PHI received from, created, or received by the Grantee, subcontractors or agents on behalf of the State agree to the same restrictions, conditions and obligations applicable to such party regarding Health Records and/or PHI and agree to implement the required safeguards to protect it;

- (7) Making the Grantee's internal practices, books and records related to the use or disclosure of Health Records and/or PHI received from, or created or received by the Grantee on behalf of the IYSA available to IYSA or the State upon request or to the Secretary of the United States Department of Health and Human Services (“DHHS”) for purposes of determining IYSA’s or the State’s compliance with applicable law. The Grantee shall immediately notify IYSA’s representative listed in Section 27(A)(1) [Notice to Parties] upon receipt by the Grantee of any such request from the Secretary of DHHS or designee, and shall provide IYSA’s representative listed in Section 27(A)(1) [Notice to Parties] with copies of any materials made available in response to such a request;
- (8) In accordance with procedures established by the State, making available the information required to provide an accounting of disclosures pursuant to applicable law, if the duties of the Grantee include disclosures that must be accounted for;
- (9) Making available Health Records and/or PHI for amendment and incorporating any amendments to Health Records and/or PHI in accordance with 45 CFR § 164.526, if the Grantee maintains Health Records and/or PHI subject to amendment;
- (10) Make Health Records and/or PHI available to individuals entitled to access and requesting access in compliance with 45 CFR § 164.524 and the duties of the Grantee;
- (11) At the discretion of the State, authorizing termination of this Grant if the Grantee has violated a material provision of this Section; and
- (12) At the termination of the Grant, the Grantee shall return or destroy all Health Records and/or PHI received or created under the Grant. If IYSA determines return or destruction is not feasible, the protections in this Grant shall continue to be extended to any Health Records and/or PHI maintained by the Grantee for as long as it is maintained.

C. Drug and Alcohol Patient Abuse Records. In the performance of the services listed in this Grant, the Grantee may have access to confidential information concerning the disclosure and use of alcohol and drug abuse patient records. The Grantee understands and agrees that data, materials, and information disclosed to the Grantee may contain confidential and protected data, including confidential individual information concerning alcohol and drug abuse patient records. Therefore, the Grantee promises and assures that any such confidential data, material, and information gathered or disclosed to the Grantee for the purposes of this Grant and specifically identified as Confidential Information will not be disclosed or discussed with others without the prior written consent of IYSA. The Grantee and IYSA shall comply with applicable requirements under 42 CFR Part 2



and any other applicable federal or state statutory or regulatory requirements. The Grantee shall immediately report any unauthorized disclosures of these records to IYSA's representative listed in Section 27(A)(1) [Notice to Parties].

**28. Termination for Breach.**

- A. Failure to complete the services and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the IYSA or the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to IYSA's or the State's satisfaction.
- B. The expenditure of State or federal funds other than in conformance with the Safe Place Services/Program or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State, through IYSA's administration, all funds not spent in conformance with this Grant Agreement.

**29. Termination for Convenience**

Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

**30. Travel.**

No expenses for travel will be reimbursed unless specifically authorized by this Grant.

**31. Waiver of Rights.**

No right conferred on either party under this Grant shall be deemed waived, and no breach of this Grant excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither IYSA's review, approval or acceptance of, nor payment for, the services required under this Grant shall be construed to operate as a waiver of any rights under this Grant or of any cause of action arising out of the performance of this Grant, and the Grantee shall be and remain liable to IYSA in accordance with applicable law for all damages to IYSA caused by the Grantee's negligent performance of any of the services furnished under this Grant.

**32. Criminal and Background Checks.**

To ensure Grantee remains in compliance with the Grant, Grantee shall be responsible for

modifying its practices to comply with all applicable federal and state laws, administrative letters, DCS Policies 13.3 and 13.4, which includes, but are not limited to the following:

- A. This Section applies to all directors/chief executive officers, facility managers, licensing applicants and other heads of agencies, by whatever title, and each employee or volunteer (including interns) of the Grantee or any subcontractor or subcontractor's employee who performs any service or activity pursuant to this Grant ("Covered Personnel"). The Grantee (referred to in this Section as Provider) shall be responsible for performing and ensuring Covered Personnel undergo all checks of local criminal records and backgrounds required by law, this Grant, Administrative Letter, and applicable DCS policies found at <https://www.in.gov/dcs/2354.htm> (or successor website) ("Required Checks"). Any person who might serve as a substitute for a Covered Personnel position, even in emergency circumstances, shall undergo the Required Checks for that position. All Required Checks must be completed and all outstanding issues resolved *prior* to the Covered Personnel commencing contractual duties. The Provider has an ongoing obligation to conduct Required Checks for employees, volunteers, interns, subcontractors, and subcontractor's employees who join the Provider or subcontractor(s) after this Grant begins. Such persons may not provide any services that involve children or their records before the requisite checks have been completed and all outstanding issues resolved.
- B. The Required Checks will be conducted in the same manner as required for licensed residential child caring institutions, with respect to IC § 31-27-3-3, subsections (e)(1) and (f). As applicable laws and DCS' policies and practices are updated periodically, the Provider shall comply with the most current laws and DCS' policies. Upon written request, IYSA will furnish the Provider with information on updates and any changes in policy or procedure.
- C. The Provider shall maintain records of information it gathers and receives on Covered Personnel checked pursuant to this Section, and such records shall be provided to the IYSA or DCS or be made available for inspection by authorized representatives of the IYSA or DCS upon request.
- D. At the time the Grantee submits this Grant for signature, and annually upon the anniversary of the effective date of this Grant, the Provider shall collect and verify all documentation demonstrating the Required Checks of Covered Personnel have been completed and are compliant with the then-existing law and DCS policy. The Provider shall furnish such documentation related to these Required Checks as IYSA or DCS requests.
- E. National fingerprint-based criminal history checks relating to Covered Personnel are required to be conducted through DCS' approved fingerprint vendor in accordance with the terms and conditions stated in IC §§ 10-13-3-38.5 and 39. The results of the national fingerprint-based criminal history checks will be returned to DCS as an authorized entity to receive the results. DCS will inform the Provider whether the report it receives concerning the subject of a check shows any record that would be grounds for denial of his/her ability to provide services and/or perform activities pursuant to this Grant. If any Covered Personnel receive a response of conditionally disqualified or disqualified, further follow up is required. If the result is disqualified, then the individual may be eligible for a waiver. The Provider should contact the DCS Central Office Background Check Unit to determine if the individual is eligible and to apply for the waiver. DCS will not release to the Provider any criminal history record information contained in any report that it receives

from the Federal Bureau of Investigation through the Indiana State Police. If the Provider requests a waiver of criminal history, DCS will inform the Provider of the decision on the waiver request.

- F. In the event a criminal history or background check required herein produces any record concerning the subject of a check that would be a ground for denial of his or her ability to provide services and/or perform activities pursuant to this Grant and the Provider chooses to retain such employee or volunteer, that decision may be considered a material breach of this Grant Agreement.
- G. The Provider will be responsible for payment of all fees required to be paid for conducting any check required under this Section, whether the check is conducted by the Provider or by DCS. Any fees paid by DCS on behalf of the Provider may be offset against any claim for payment submitted by the Provider under this Grant Agreement.

### **33. Penalties/Interest/Attorneys' Fees**

IYSA will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorneys' fees, except as permitted by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

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

### **34. Fees.**

The Grantee and its subcontractors shall impose no fees upon the recipients of any services provided through this Grant Agreement.

### **35. Project Budget and Budget Modification**

The Grantee shall not spend more than the amount as described in the contract award letter sent separately, nor shall the Safe Place Services/Program's costs funded by this Grant Agreement and those funded by the local and/or private share be amended without the prior written consent of IYSA.

### **36. Environmental Tobacco Smoke.**

The Grantee agrees to comply with all provisions of 20 U.S.C. 6081 et seq., and any regulations promulgated thereunder. In particular, the Grantee agrees that it will require that smoking be prohibited in any portion of an indoor facility, other than a private residence, regularly used for the provision of health, day care, education or library services to children under the age of eighteen (18) and that it will comply with all applicable requirements of the statute and regulations. The Grantee further agrees that it will require the language of this condition to be included in any subcontractors which contain provisions for services to children.

### **37. Lobbying Activities.**

- A. Grantee agrees to follow all guidelines pursuant to 31 U.S.C. § 1352, and any regulations promulgated thereunder.
- B. If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Grant Agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying".
- C. The Grantee shall require that the language of this certification be included in any subcontractors and that all subcontractors shall certify and disclose accordingly.
- D. The foregoing certification is a material representation of fact upon which reliance was or will be placed when entering into this Grant and any transactions with IYSA. Submission of this certification is a prerequisite for making or entering into any transaction as imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

**38. Religious or Political Activities.**

- A. IYSA and the Grantee agree that services provided pursuant to this Grant shall be non-sectarian in nature and that religious activities shall not be included in any activities to be conducted hereunder. The Grantee agrees that, if it otherwise conducts religious activities as part of its organization, any inherently religious activities must be offered separately, in time or location, from the programs or services funded with direct federal financial assistance and participation must be voluntary for beneficiaries of the programs or services funded with such assistance.
- B. The Grantee certifies that any funding provided by IYSA pursuant to this Grant shall not be used to further any type of political or voter activity.

**39. Program Income.**

Any program income earned by the Grantee from activities conducted with funds obtained through this Grant Agreement must be maintained and expended by the Grantee in the program from which the funding was derived, in accordance with applicable state and/or federal program rules, regulations, and policies. The Grantee must maintain and provide to IYSA an accounting of all program income earned as a result of funds being provided through this Grant Agreement.

**40. Registration to Provide Services in Indiana.**

If the Grantee is a corporation, limited partnership, or limited liability company, the Grantee represents and certifies that it has filed all documents required by law with the

Secretary of State of Indiana and that the Grantee is, and will continue to be, authorized to do business in Indiana during the entire term of this Grant Agreement. The Grantee further represents and certifies that it will file any annual report that becomes due during the term of this Grant Agreement, and will at all times remain in good standing with the Secretary of State of Indiana.

Any breach or failure to comply with the provisions of this Section, or any other provision of applicable law relating to maintenance of good standing of Grantee's legal authority to conduct business in Indiana in relation to the services provided under this Grant Agreement, shall be cause for immediate termination of this Grant Agreement

**41. Severability.**

The invalidity of any section, subsection, clause or provision of this Grant Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Grant Agreement

**42. Successors and Assignees.**

The Grantee binds its successors, executors, administrators, and assignees to all covenants of this Grant Agreement. Except as set forth above herein, the Grantee shall not assign, sublet or transfer any interest in this Grant Agreement without the prior written consent of IYSA.

**43. Taxes.**

IYSA will not be responsible for any taxes levied on the Grantee as a result of this Grant Agreement.

**44. Entire Agreement.**

This Grant Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and all prior agreements, representations, statements, negotiations, and undertakings are hereby superseded. No understandings, agreements, or representations, oral or written, not specified in this Grant Agreement will be valid provisions of this Grant Agreement. Except in accordance with the provisions provided herein, this Grant Agreement shall not be modified, supplemented, or amended in any manner.

**45. Remedies Not Impaired.**

No delay or omission of IYSA in exercising any right or remedy under this Grant Agreement shall impair any such right or remedy or constitute a waiver of any default or any acquiescence thereto.

**46. Waiver of Rights.**

No right conferred on either party under this Grant Agreement shall be deemed waived and no breach of this Grant Agreement excused, unless such waiver or excuse is in writing and signed by the party claimed to have waived such right.

**47. Affirmation Clause.**

I swear or affirm under the penalties of perjury that I have not altered, modified or changed any part of this Grant Agreement.

**48. Public Record.**

The Grantee acknowledges that IYSA and the State will not treat this Grant as containing confidential information. Use by the public of the information contained in this Grant shall not be considered an act of IYSA or the State.

**49. Representations and Warranties of the Grantee.**

- A. The Grantee expressly represents and warrants to the IYSA that it is eligible to receive these Grant funds and that the information set forth in Grantee's RFP Response is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its RFP Response.
- B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

## SIGNATURE PAGE

### Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the Grantee, or that he/she is the properly authorized representative, agent, member or officer of the Grantee, that he/she has not, nor has any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face of this Grant Agreement.

**In Witness Whereof**, the Grantee and IYSA have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below hereby agree to the terms thereof.

**Grantee: Youth Services Bureau of Monroe County**

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

Printed Name: \_\_\_\_\_

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

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

**Indiana Youth Services Association**



By: \_\_\_\_\_  
David Westenberger, CEO

Date: May 25, 2022



## Monroe County Board of Commissioners Agenda Request Form

Date to be heard

08/10/22

Formal



Work session



Department

Legal



Title to appear on Agenda:

Resoluton 2022-20 A Resolution  
Supporting Girl's Coding Program

Vendor #

### Executive Summary:

This resolution allows for County support of \$10,000 per year to support the continuation of the Girl's Coding Program.

Fund Name(s):

Fund Number(s):

Amount(s)

\$10,000

Presenter:

Jeff Cockerill

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:

Cockerill, Jeff





## Resolution 2022-20

### A Resolution Supporting Girl's Coding Program

Come now the Monroe County Board of Commissioners ("Commissioners"), who pledge Monroe County's assistance and financial support the Girl's Coding pro, related to the Coronavirus 19 outbreak ("COVID-19"), and state the following:

**WHEREAS**, Beginning in the Summer of 2018, the Monroe County Women's Commission in partnership with Ivy Tech Community College School of IT faculty in Bloomington, created a summer camp experience for middle school girls in Monroe County, Indiana; and,

**WHEREAS**, Since then, the camp has developed into a strategic partnership with the Indiana University departments including but not limited to Center of Excellence for Women & Tech, Luddy School of Informatics, Computing, & Engineering, Monroe County Community School Corp. (MCCSC), Richland-Bean Blossom School Corp. (RBBSC), Girl Scouts of Central Indiana, and Girls, Inc of Bloomington, Indiana. The camp now runs as an afterschool program for 8 weeks in the fall. Girls receive hands on coding instruction, mentorship, and college access/readiness resources; and,

**WHEREAS**, since 2018 this partnership has been supported by Monroe County Government, with the Monroe County Women's Commission being the primary contact, financial support from the County to begin this year; and,

**WHEREAS**, the Commissioners wish to continue support of this program for three additional years.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA, AS FOLLOWS:**

The Monroe County Commissioners resolve to continue support of the Girl's programming program. Subject to County Council appropriation, the Board of Commissioners resolve to provide Ten Thousand dollars per year, for the 2022-2024 calendar years. The Commissioners request the Monroe County Women's Commission to work with the various entities and report to the Commissioners regarding the program annually.

**Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the Board of Commissioners of Monroe County, Indiana.**

"AYES"

"NAYS"

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

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

\_\_\_\_\_  
Penny Githens, Vice President

\_\_\_\_\_  
Penny Githens, Vice President

\_\_\_\_\_  
Lee Jones, Member

\_\_\_\_\_  
Lee Jones, Member

ATTEST: \_\_\_\_\_, Catherine Smith, Auditor



## Monroe County Board of Commissioners Agenda Request Form

Date to be heard 08/10/22

Formal ☒

Work session ☐

Department Commissioners

Title to appear on Agenda: Ordinance 2022-23 Amending Monroe County Code 457 regarding Monroe County Criminal Justice Response Committee

Vendor #

### Executive Summary:

This Ordinance renames Criminal Justice Response Committee to the Community Justice Response Committee. The membership is expanded from 5 to 14 members with the additional members including the Sheriff, Jail Commander, four Judges, the Prosecutor, the Public Defender, and the Health Administrator. In addition it broadens the scope of the work to include all aspects of our criminal justice study.

Fund Name(s):

NA

Fund Number(s):

NA

Amount(s)

Presenter: Jeff Cockerill

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: Cockerill, Jeff

## **ORDINANCE 2022-23**

### **An Ordinance Amending Monroe County Code 457 regarding Monroe County Criminal Justice Response Committee**

**WHEREAS**, Monroe County has received a criminal justice report from RJS Consulting and Inclusivity Strategic Consulting, (“reports”) which included community resources needed for a successful criminal justice system; and,

**WHEREAS**, the Monroe County Commissioners and Monroe County Council understand that finding, analyzing, and supporting community efforts discussed in the reports are necessary to successfully divert, or transition, individuals from the criminal justice system; and,

**WHEREAS**, this Committee was formed from the membership of both the County Commissioners and County Council.

**WHEREAS**, the membership of the Monroe County Criminal Justice Response Committee determined that additional scope and membership is needed to insure a comprehensive approach to addressing the needs found in the reports.

**BE IT, THEREFORE, ORDAINED** by the Board of Commissioners of Monroe County, Indiana that Chapter 457 entitled “Monroe County Criminal Justice Response” Committee” be repealed and replaced with the following:

#### **CHAPTER Monroe County Community Justice Response Committee**

##### **457-1. Creation**

There is hereby established the Monroe County Community Justice Response Committee (CJRC) pursuant to Monroe County’s Home Rule Authority (IC 36-1-3 et al).

##### **457-2. Membership and Terms**

The Committee shall have Fourteen (14) members who shall be selected as follows:

- (A) Two members shall be chosen by the Monroe County Board of Commissioners, from its membership;
- (B) Three members chosen by the County Council, from its membership.
- (C) Four members shall be chosen by the Monroe County Board of Judges, from its membership;
- (D) The Monroe County Sheriff, or her/his designee;

- (E) The Monroe County Prosecutor, or her/his designee;
- (F) The Monroe County Public Defender, or her/his designee;
- (G) The Monroe County Jail Commander, or his/her designee.
- (H) The Director of the Monroe County Health Department, or his/her designee.

Each member shall serve at the pleasure of its appointing body or official, and may appoint a proxy if necessary.

#### **457-3. Duties**

- (A) The CJRC shall serve in an advisory role to assist the government of Monroe County in review and recommend steps for implementation of the RJS Justice Services and Inclusivity Strategic Consulting Reports (“Reports”).
- (B) CJRC is expected to consult with other elected officials, community members and organizations when reviewing the reports and making recommendations.
- (C) The CJRC is authorized to form subcommittees, such subcommittees may include committee that are not on the CJRC.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

### **MONROE COUNTY BOARD OF COMMISSIONERS**

“YEAS”

“NAYS”

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

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

\_\_\_\_\_  
Penny Githens, Vice President

\_\_\_\_\_  
Penny Githens, Vice President

\_\_\_\_\_  
Lee Jones, Member

\_\_\_\_\_  
Lee Jones, Member

ATTEST: \_\_\_\_\_August, 2022

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



## Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal

Work session

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

---

Fund Name(s):

Fund Number(s):

Amount(s)

---

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

---

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

Attorney who reviewed:

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


TO: THE COMMISSIONERS OF MONROE COUNTY, INDIANA

CERTIFICATION

I, Jackie N. Jelen, hereby certify that during its meeting on June 21<sup>st</sup>, 2022 the Monroe County Plan Commission considered Petition No. REZ-22-3 for a Zoning Map Amendment (Ordinance No. 2022-20) to the Monroe County Zoning Ordinance and made a positive recommendation to approve thereon, based on the findings, conditions, and Highway Department reports, with a vote of 5-4 including the following conditions:

1. Petitioner submit a written commitment that the property owner submit an application for the Historic Preservation Overlay within 2 years from the rezone approval. If the Historic Preservation Overlay is not applied for within 2 years, the owner will not remonstrate against an Overlay application prompted by the Monroe County Historic Preservation Board.

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



Jackie N. Jelen  
Planning Director



Date

**ORDINANCE NO. 2022-20**

**Kings Road Farm Rezone**

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

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

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

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

**SECTION I.**

The Monroe County Zoning Ordinance is amended to rezone one (1) 19.12 +/- total acre parcel in Section 31 of Benton South Township at 5577 E Kings Road (Parcel #: 53-02-34-200-006.000-017) from Estate Residential 2.5 (RE2.5) to Agriculture/Rural Reserve (AG/RR).

**SECTION III.**

The following conditions of approval shall apply to this petition:

1. Petitioner submit a written commitment that the property owner submit an application for the Historic Preservation Overlay within 2 years from the rezone approval. If the Historic Preservation Overlay is not applied for within 2 years, the owner will not remonstrate against an Overlay application prompted by the Monroe County Historic Preservation Board.

**SECTION III.**

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

Passed and adopted by the Board of Commissioners of Monroe County, Indiana, this \_\_\_<sup>th</sup> day of July 2022.

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

"Yes" Votes

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

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

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

"No" Votes

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

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

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

\_\_\_\_\_  
Attest:

Catherine Smith, Monroe County Auditor

**MONROE COUNTY PLAN COMMISSION****June 21, 2022**

<b>PLANNER</b>	Drew Myers
<b>CASE NUMBER</b>	REZ-22-3
<b>PETITIONER</b>	Jason Voorhies, Life is Better on the Farm LLC
<b>ADDRESS</b>	5577 E Kings RD, parcel no. 53-06-31-400-002.000-003
<b>REQUEST</b>	Rezone Request from RE2.5 to AG/RR Waiver of Final Hearing Requested
<b>ACRES</b>	19.12 +/- acres
<b>ZONE</b>	Estate Residential 2.5 (RE2.5)
<b>TOWNSHIP</b>	Benton South
<b>SECTION</b>	31
<b>PLATS</b>	Platted, Kings Road Minor Subdivision Amendment 3 for Lot 3A
<b>COMP PLAN DESIGNATION</b>	<b>MCUA Rural Transition</b>

**EXHIBITS**

1. Petitioner Letter
2. Petitioner Site Plan
3. **RE2.5 Use Table** & AG/RR Use Table
4. Kings Road Minor Subdivision Amendment 3 for Lot 3A
5. **Letters of Support**
6. Letters of Opposition

**RECOMMENDATION TO THE PLAN COMMISSION**

Staff recommends forwarding a “positive recommendation” to the Board of Commissioners based on the findings of fact and compatibility with the Monroe County Comprehensive Plan subject to the following condition:

1. Petitioner submit a written commitment that the property owner submit an application for the Historic Preservation Overlay within 2 years from the rezone approval. If the Historic Preservation Overlay is not applied for within 2 years, the owner will not remonstrate against an Overlay application prompted by the Monroe County Historic Preservation Board.

**RECOMMENDATION TO THE PLAN REVIEW COMMITTEE**

Recommendation to the Plan Review Committee:

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

**PLAN REVIEW COMMITTEE**

PRC met on April 14, 2022 and offered support for this rezone petition. PRC members discussed the historic nature of structures on the property and recommended this petition be presented to the Historic Preservation Board. According to SHAARD, the existing farmhouse and associated barn structures are listed as “contributing”. According to the petitioner, the two existing historic barn structures are not in good shape. Currently, Mr. Voorhies has a long-term tenant in the farmhouse. He does not allow the tenant to enter into the existing barns for safety reasons. Mr. Voorhies communicated to the PRC that his ultimate goal for the property is to fully restore the farmhouse and barn structures. He intends on leveraging revenue made from listing the farmhouse as a Tourist Home/Cabin to help pay for future restorations, hence the purpose of the rezone request to AG/RR in the first place.

**HISTORIC PRESERVATION BOARD**

HP Board met on April 18, 2022 to discuss this rezone petition and the historic nature of the existing structures on the property. HP Board offered their support towards the rezone request to AG/RR. They



also encouraged the property owner to pursue the HP Overlay designation for the property. Several members also expressed interest in walking the property with the petitioner. Planning Staff is to provide the petitioner with more information regarding the HP Overlay process. This rezone petition will be discussed again at the **May 16, 2022** HP Board meeting.

HP Board met again on May 16, 2022. After a discussion between Planning Staff and the HP Board, the Board came to establish the following recommendation:

“Monroe County Historic Preservation Board makes a favorable recommendation for the AG/RR rezone with a condition that the petitioner submit a Written Commitment that the property owner submit an application for the Historic Preservation Overlay within 2 years from the rezone approval.”

The HP Board volunteered to draft the written commitment.

#### **PLAN COMMISSION – Preliminary Hearing**

Plan Commission met on May 17, 2022 to discuss this rezone petition. Plan Commission members discussed the idea of the petitioner removing certain uses from the AG/RR list as a written commitment. Plan Commission members also discussed the implications and process of the additional HP Overlay details.

#### **MEETING SCHEDULE**

**Plan Review Committee** – April 14, 2022

**Plan Commission Admin Meeting** – May 2, 2022

**Plan Commission Regular Meeting** – May 17, 2022 (Preliminary– Waiver of Final Hearing Requested)

**Plan Commission Admin Meeting** – June 7, 2022

**Plan Commission Regular Meeting** – June 21, 2022 (Final Hearing)

**Board of Commissioners Meeting** – TBD

#### **SUMMARY**

The petition site is one parcel totaling 19.12 +/- acres located in Benton South Township at 5577 E Kings Road. The petitioner is proposing to amend the Zoning Map from Estate Residential 2.5 (RE2.5/PRO6) to Agricultural/Rural Reserve (AG/RR). The petitioner’s intention behind the rezone request is provide for the appropriate zoning designation to convert the existing single family residence into a “Tourist Home/Cabin”. The Tourist Home/Cabin use is not permitted in the RE2.5 zoning district.

If the rezone request is approved by the County Commissioners, the petitioner intends to complete the planning process for the establishment of a Tourist Home/Cabin use on the property. All applicable site plan requirements for Tourist Home/Cabins as well as the special conditions outlined in Chapter 802 for the Tourist Home/Cabin use must be met by the proposed change of use on the property. Typically, site plan review for Tourist Home/Cabin uses is completed on a staff level.

If the rezone is denied, the petitioner may continue to operate the property as a single family residence or may pursue any of the available uses as outlined in Chapter 833 of the Monroe County Zoning Ordinance for the RE2.5 zone as long as any special conditions can be met.

#### **CHAPTER 801:**

**Short-Term Lodging Agreement.** An agreement under which rooms are provided for a fee, rate, or rental, and are occupied for overnight lodging or habitation purposes for *a period of less than thirty (30) days*.

## **CHAPTER 802:**

**Tourist Home or Cabin.** A building, or portion thereof, in which four (4) or fewer guest rooms are furnished to the public under the terms of a short-term lodging agreement.

Permitted in the AG/RR, FR, and CR zoning districts and listed as conditional in the ER, LR, MR, HR, and UR zoning districts. Subject to special condition #48.

48. Criteria for Tourist Home or Cabin uses in AG/RR, FR, and CR zoning districts:

- a) The lot must meet or exceed the minimum lot size and infrastructure facilities (i.e. septic system, driveway) requirement for the zoning district prior to the commencement of the Tourist Home or Cabin use;
- b) The Tourist Home or Cabin shall be located no closer than two-hundred (200') feet from any adjoining principal use structure not currently being used as a Tourist Home or Cabin or from the adjoining property setback line if no adjoining principle use structure exists.
- c) Any outdoor pool or spa facilities must meet State and Local Board of Health requirements and must be visually screened from surrounding properties and properly secured with a Power Safety Pool Cover or Enclosure as defined in Indiana Code (675 IAC 20-4-27 - Safety Features; 675 IAC 20-3-9 – Enclosure) standards for a Class C, Semi-Public Pool.
- d) Parking:
  - 1) Parking only on paved or graveled driveways;
  - 2) No parking is allowed on the street or road;
  - 3) One (1) parking space per guest room; and,
  - 4) No parking of any vehicles in any yard or setback area as defined by Chapter 804 of the Zoning Ordinance.
- e) Rules, in a readable size and format, shall be posted outside near the main entrance to the Tourist Home or Cabin and shall include the following:
  - 1) Rules and regulations for ensuring safety and preservation of neighborhood values (e.g., emergency phone numbers; 24 hour contact number for property owner or manager; noise restrictions; solid waste management rules; fishing license rules; etc.);
  - 2) Diagram of property boundary lines; and,
  - 3) Diagram of designated parking.
- f) Smoke detectors and a fire extinguisher shall be installed and maintained in working order in all Tourist Homes or Cabins.
- g) All solid waste and refuse shall be removed from the property and properly disposed of prior to a change of occupancy.
- h) No more than two (2) guests per guest room.

## **BACKGROUND**

The Zoning Map amendment would be from RE2.5 to AG/RR. Listed below are the definitions of these zones per Chapter 833 and Chapter 802, respectively.

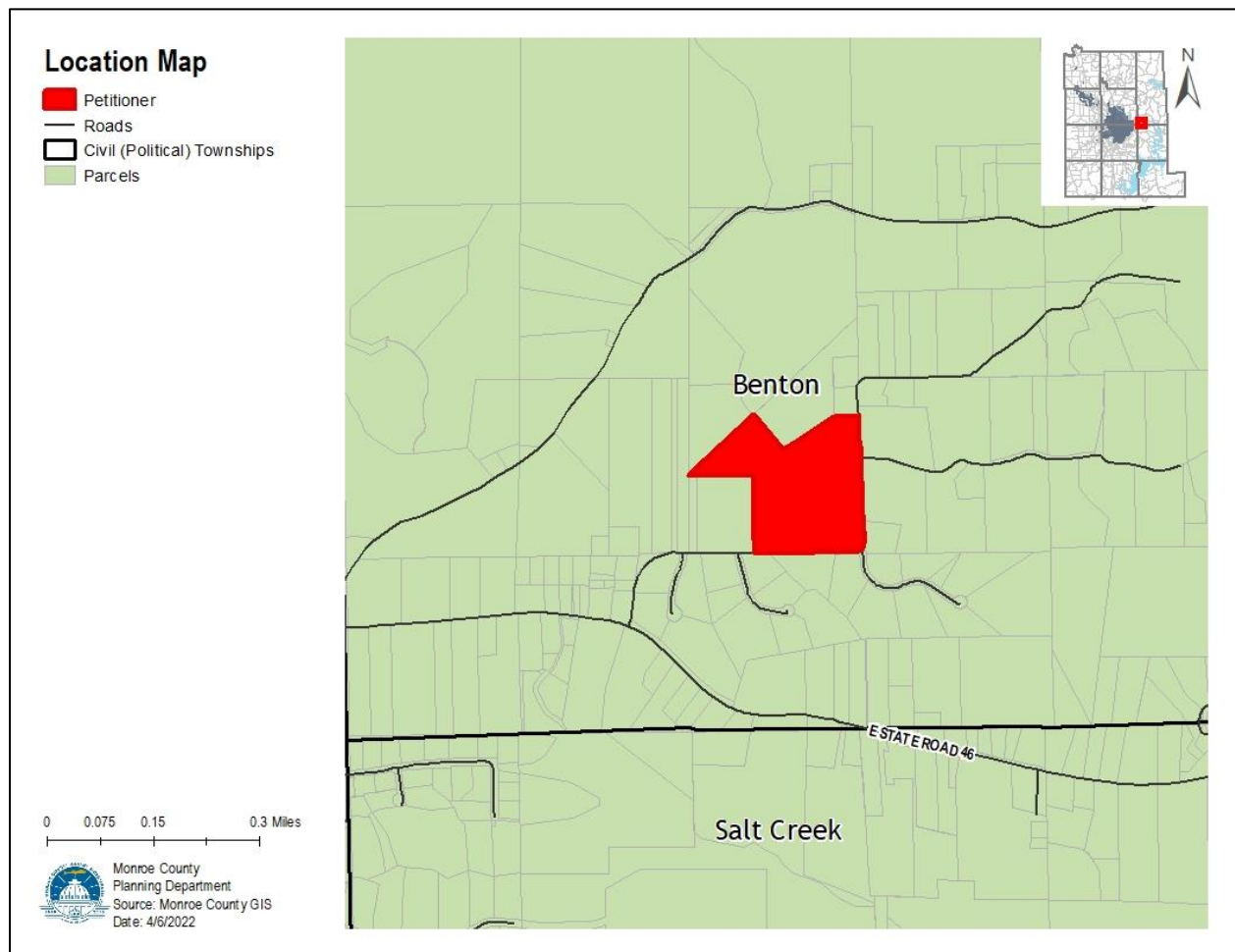
**Estate Residential 2.5 (RE2.5) District.** *The intent of this district is to required minimum lot sizes of 2.5 acres where sensitive environmental resources exist. Such environmental resources may include karst formations, wetlands, hillsides, heavily wooded land, and the lake's watersheds. The dual purposes of this district are:*

- A. *To protect such sensitive environmental resources.*
- B. *To permit a rural level of development which will not endanger and can be used to protect these sensitive resources.*

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

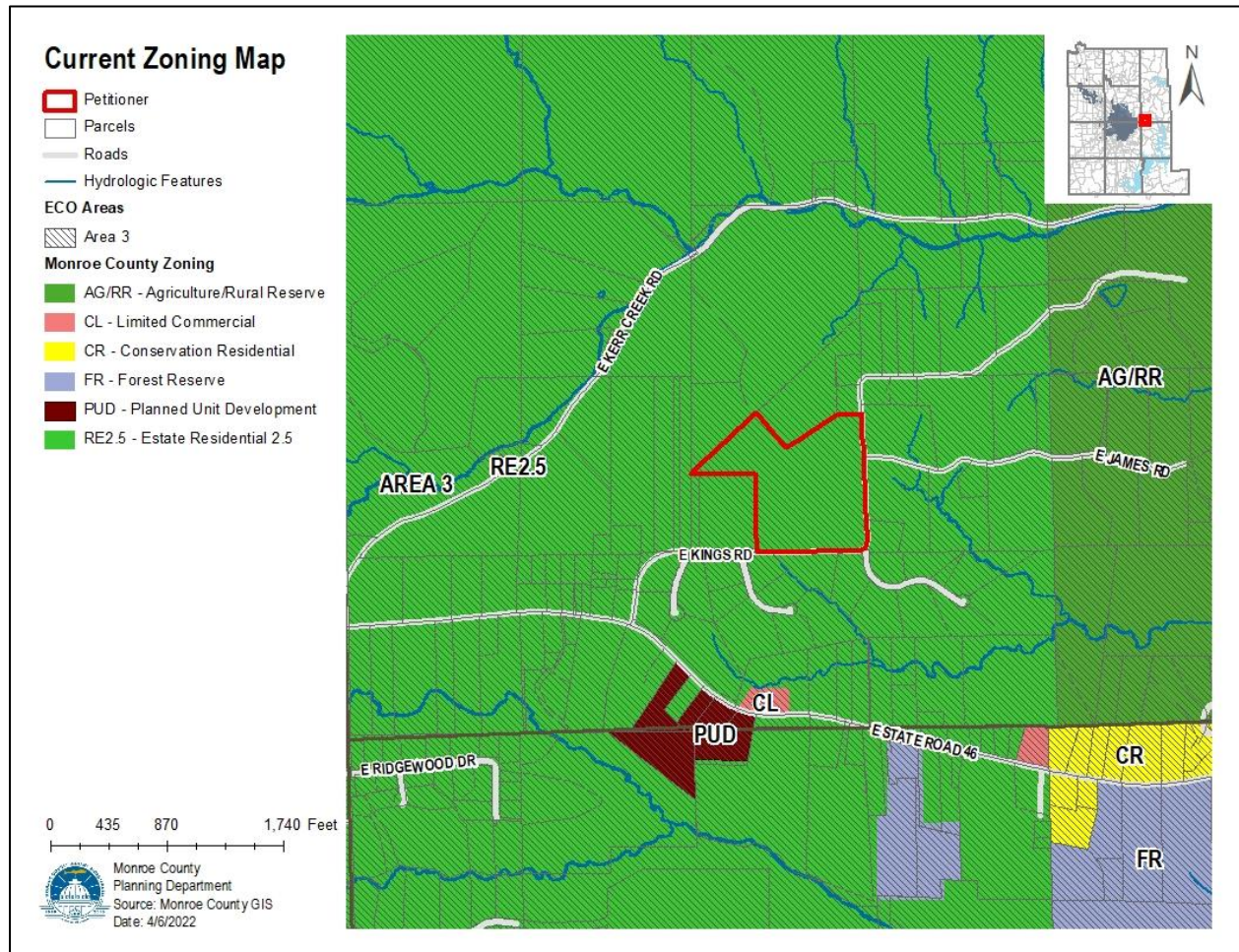
### LOCATION MAP

The parcel is located at 5577 E Kings Road, Section 31 in Benton South Township. The Parcel No. is 53-06-31-400-001.000-003.



## ZONING

The parcel is zoned Estate Residential 2.5 as are the adjoining parcels to the north, south, east and west. There are numerous properties zoned Agriculture/Rural Reserve (AG/RR) approximately a quarter mile to the east. There are no commercial uses directly adjacent to the subject property. The surrounding area includes mostly residential uses.

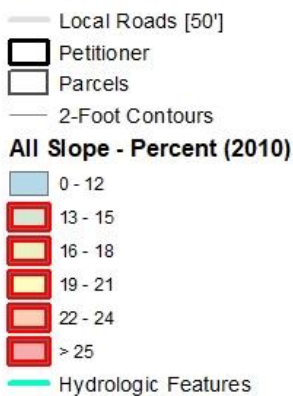




## SITE CONDITIONS & INFRASTRUCTURE

The petition site is made up of one 19.12 acre +/- parcel. The site contains an approximate 2,609 sf single family residence, a 1,344 sf barn, a 646 sf storage structure/utility shed, a 468 sf utility shed, and a 280 sf utility shed. The petition site is currently operated as a single family residence with some agricultural use. Access to the site is from E Kings Road, which is designated as a Local roadway according to the Monroe County Thoroughfare Plan. The petition site is located in Area 3 of the Environmental Constraints Overlay (i.e. the Lake Monroe Watershed). There is no floodplain designated on the petition site. Evidence of karst/sinkhole features is present on and near the petition site according to available contour data. A conservation easement runs the entire length of the property west of the driveway/platted ingress/egress easement (see Exhibit 4).

### Slope Map



PARCEL #:  
53-06-31-400-002.000-003

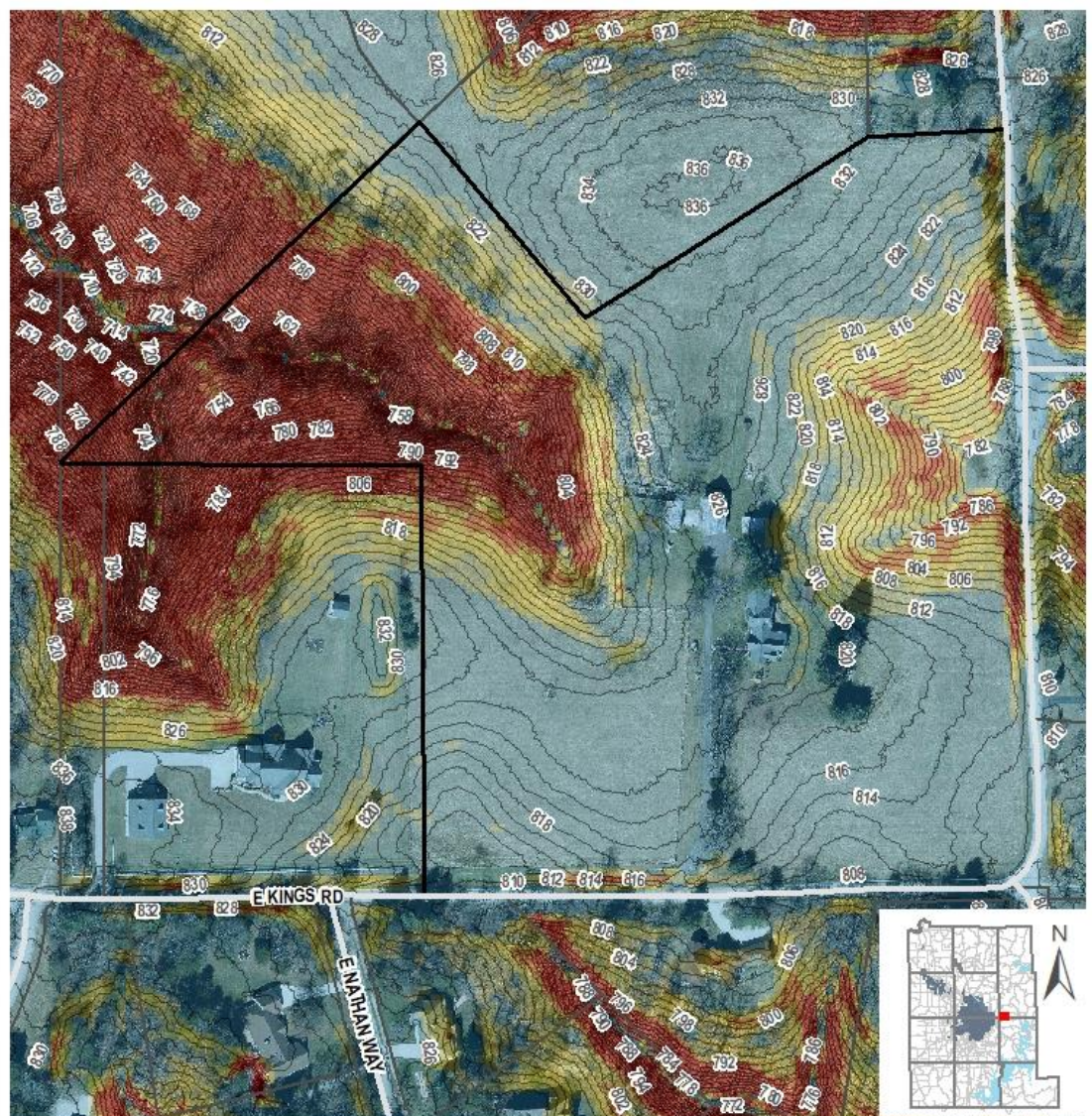
NOTE:  
Areas > 15% slope are classified as nonbuildable area per Chapter 804.

ECO AREA 3:  
Areas > 18% slope have special regulations regarding land disturbance per Chapter 825.

0 65 130 260 390 Ft



Monroe County  
Planning Department  
Source: Monroe County GIS  
Date: 4/6/2022





**Stormwater Comments:**

No comments on the rezone petition. MS4 Coordinator will review any site improvements when permits are submitted.

**Highway Comments:**

No comments substantive to the rezone petition at the time of this report's publishing.

**SITE PHOTOS**

**Photo 1.** Aerial pictometry from the south (2020)





**Photo 2:** Aerial pictometry from the north (2020)



**Photo 3:** Aerial pictometry from the south (2022)





**Photo 4:** Aerial pictometry from the south zoomed in (2022)



**Photo 5:** Driveway entrance; facing northeast





**Photo 6:** Driveway; facing north



**Photo 7:** Existing residence; facing east



**Photo 8:** Existing residence; facing northeast



**Photo 9:** Existing residence; facing southeast





**Photo 10:** Detached accessory structure; facing northeast



**Photo 11:** Existing barn; facing north



**Photo 12:** Detached accessory structure; facing east



**Photo 13:** Detached accessory structures; facing southeast





**Photo 14:** Facing south



**Photo 15:** Existing barn; facing southwest



**Photo 16:** Facing north




**Photo 17:** Facing northwest

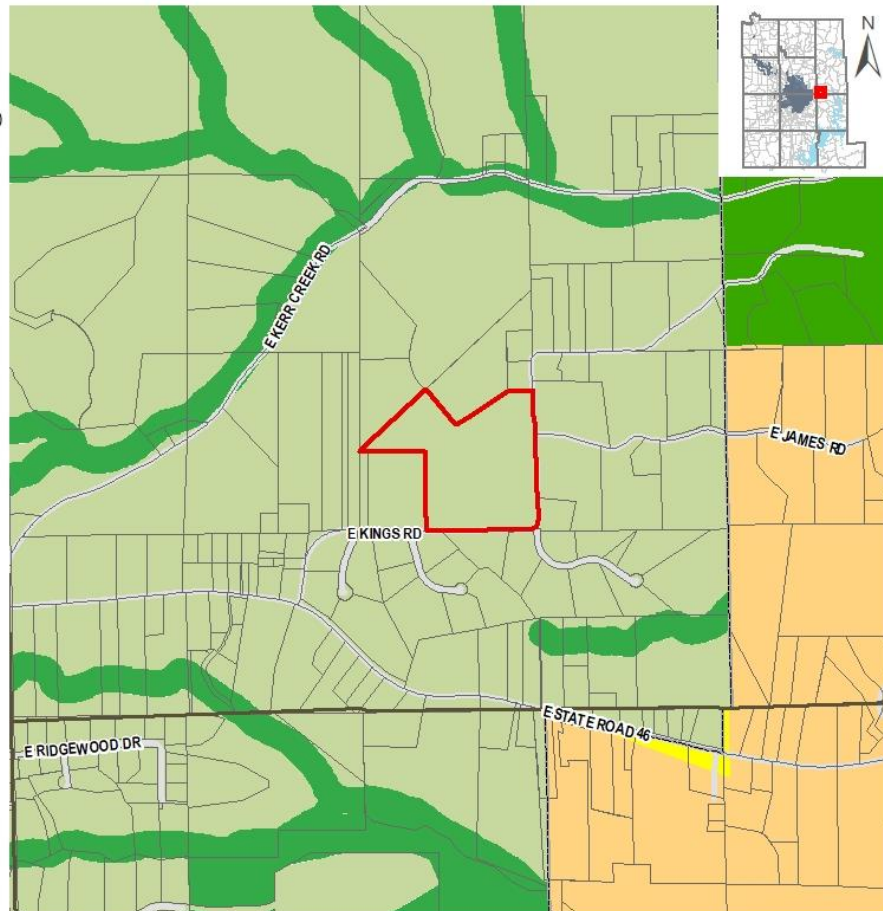
## COMPREHENSIVE PLAN DISCUSSION

### Comprehensive Plan

-  Petitioner
-  Townships
-  Monroe Co. Urbanizing Area (MCUA)
-  Parcels
-  Roads
- Comp. Plan Land Use (Updated 2015)**
  -  Conservation Residential
  -  Farm and Forest
  -  Rural Residential
  -  MCUA Open Space
  -  MCUA Rural Transition

0 0.075 0.15 0.3 Miles

 Monroe County  
Planning Department  
Source: Monroe County GIS  
Date: 4/6/2022



The petition site is located in the *Rural Transition* district in Monroe County Urbanizing Area of the Monroe County Comprehensive Plan.

### 5.1.7 Rural Transition

*Portions of The urbanizing area, primarily to the east and South, are not suitable for intensive development due To access, infrastructure and environmental constraints.*

These areas offer an opportunity to transition the scale and intensity of development along the urban to rural transect. Residential uses are low in density, primarily single-family, and typically are located along existing rural roadways rather than in subdivisions. Larger scale agricultural uses may occur within this area.

Within the Urbanizing Area, rural Transition lands may serve as a “holding” land use category that may be converted to other uses depending on future market demands and infrastructure expansion opportunities. The most likely uses for conversion include conservation residential, Parks and open Spaces, employment uses, and Quarry expansions that are best suited for low-density, relatively isolated development contexts. The potential for conversion to other uses should be considered as part of future updates to the Urbanizing Area Plan.



## A. Transportation

### Streets

Development in rural Transition areas is intended to occur along existing rural roadways. These are typically designed with two travel lanes and a berm or shoulder with open drainage. New roadway construction will be minimal and will likely respond to broader safety or connectivity needs within the larger transportation system, rather than demand generated by new development within the rural Transition area.

Automobile travel is necessary in rural areas. Care should be taken to avoid roadway improvements that prioritize speed and capacity at the expense of rural roadway character.

### Bike, pedestrian, and Transit modes

Due to the low-density character and distance from destinations, travel by foot will be less common in rural Transition areas. However, bicycle travel should be encouraged. Opportunities to extend shared use/bicycle paths as part of a county-wide greenway system should be explored. Roadside paths may be appropriate in some cases, but care should be taken to preserve the scenic character of rural roadways. This can be accomplished through meandering alignments that provide space for landscape features such as mounding, fencing, limestone walls and naturalized plantings. Expansion opportunities for rural Transit routes should be explored to enhance accessibility of more remote areas.

## B. Utilities

### Sewer

Sewer service in rural transition areas will be limited. Residential development is expected to continue using on-site sewage disposal (septic systems), provided there is sufficient space, topography and soil conditions to meet minimum State and county installation and maintenance requirements.

### Power

Overhead utility lines should be buried wherever feasible in the rural Transition area.

### Communications

Communications needs will vary within the rural transition neighborhoods, but upgrades to infrastructure need to be a key consideration for future development sites. Communications features will likely differ from all other areas of development since transportation and infrastructure improvement will be limited. Wireless towers should be located sensitively to minimize disruption to scenic viewsheds.

## C. Open space

### Park Types

Open spaces within rural Transition areas should emphasize interconnected greenway systems and preservation of environmentally sensitive lands, whether public or private. Where feasible, shared use/bicycle paths should be provided to create continuous recreational and alternative transportation connections as part of the larger Monroe county system. Opportunities for new county parks should be explored, as well as opportunities for land preservation by private non-profit organizations such as the Sycamore land Trust.



## **Agriculture**

The rural Transition area provides an opportunity to support food production within the Urbanizing Area. Particular emphasis should be placed on encouraging small-scale, locally-operated farming operations such as hobby farms, community-Supported Agriculture (CSA), vineyards and orchards. These are vital elements of the local economy, and proximity to the City of Bloomington offers an opportunity to integrate these uses into the local farm-to-Table and farm-to-institution supply chains.

## **D. Public Realm Enhancements**

### **Lighting**

Roadway lighting should be avoided on rural roadways to preserve rural character and minimize light pollution, except where necessary for safety.

### **Street/Site furnishings**

Street and site furnishings will be limited to public parks and greenways.

## **E. Development guidelines**

### **Open Space**

Development in the rural Transition area will typically not provide public open space but will be required to protect environmentally sensitive features as development occurs.

### **Parking ratios**

Parking needs are typically minimal for rural businesses, and requirements should be flexible based on the specific use.

### **Site design**

Subdivision of land along rural roadways should avoid creating “residential strips” that block scenic vistas and change the character of the roadway from rural to suburban. Building setbacks will vary based on topography, but will typically exceed 50 feet and may be much larger.

### **Building form**

Simple building massings typical of rural places are encouraged.

### **Materials**

High quality materials, such as brick, stone, wood, and cementitious fiber should be encouraged. Rural development will typically require a lower degree of aesthetic scrutiny than is typical of higher density development areas; however, basic aesthetic standards should be met.

### **Private signs**

residential development will typically not include signs, unless the residence is also operated as a business. Business signs will typically be ground-mounted monument-style or post-style signs and should be limited to no more than six feet in height. Signs should be secured to the ground and should not include changeable copy. Signs may be painted on barns in the manner of historic rural barn signs.

## **FINDINGS OF FACT - REZONE**

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

### **(A) The Comprehensive Plan;**

#### **Findings:**

- The Comprehensive Plan designates the petition site as MCUA Rural Transition.
- The rezone request is to change the zone for the petition site from Estate Residential 2.5 (RE2.5) to Agriculture/Rural Reserve (AG/RR);
- The current use of the petition site is single family residential;
- If approved the petitioner intends to submit a site plan application to convert the existing single family residence into a Tourist Home/Cabin use on the site;

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

#### **Findings:**

- See Findings under Section A;
- The rezone request is to change the zoning for the entirety of the site to the Agriculture/Rural Reserve (AG/RR) District, which is described by the County's Zoning Ordinance, Chapter 802, as follows:

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

- The petition site is currently zoned Estate Residential 2.5 (RE2.5);
- A commercial driveway permit from County Highway may be required for the purposes of the future site plan proposal;
- The majority of the northwest portion of the site exhibits slopes greater than 15% (see Slope Map);
- A large portion of the property surrounding the existing structures exhibits slopes less than 15% (see Slope Map);
- The petition site is not located in FEMA or DNR Floodplain;
- The petition site is located in Area 3 of the Environmental Constraints Overlay (i.e. the Lake Monroe Watershed);
- Evidence of karst/sinkhole features is present on and near the petition site according to available contour data;

- A conservation easement runs the entire length of the property west of the driveway/platted ingress/egress easement (see Exhibit 4);

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

**Findings:**

- See Findings under Section A and Section B;
- The adjacent parcels to the north, east, south, and west are currently zoned RE2.5;
- Numerous properties approximately 0.25 miles to the east are zoned AG/RR;
- Land uses in the surrounding area are mostly residential and/or agricultural;
- There are no commercial uses directly adjacent to the subject property;

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

**Findings:**

- Property value tends to be subjective;
- The effect of the approval of the rezone on property values is difficult to determine;

**(E) Responsible development and growth.**

**Findings:**

- See Findings under Section A, Section B, and Section C;
- The petition site is one parcel with 19.12 +/- acres;
- The purpose of the rezone is to provide the property owner with the right zoning to pursue a Tourist Home/Cabin use on the property;
- According to the Monroe County Thoroughfare Plan, E Kings Road is designated as a local roadway;

## EXHIBIT 1: Petitioner Letter

To The Monroe County Plan Commission,

We, through Life is Better on the Farm, LLC, own property at 5577 East Kings Road, Bloomington, IN 47408. We are seeking to rezone Parcel 53-06-31-400-002.000-003 from RE2.5 to AG/RR. The purpose of the rezone is to allow us to use the Farmhouse for short term renters who seek lodging while visiting Bloomington.

Thank you for your consideration.

Sincerely,

Jason Voorhies



Rachel Voorhies



Life is Better on the Farm, LLC

[illegible]

**EXHIBIT 3A: Uses Permitted in the RE2.5 Zone**

<b>USES</b>	<b>RE2.5</b>
★ Bed and breakfast	C
★ Cemeteries	P
★ Churches	C
★ Crops and pasturage	P
Day care centers	C
★ Fire stations	C
★ Historic adaptive reuse	C
★ Home occupations	C
★ Parks and playgrounds	P
★ Police stations	C
★ Public libraries/museums	C
Rehabilitative facilities	C
Residential care homes for developmentally disabled individuals	P
Residential care homes for mentally ill	P
Residential care homes for up to five individuals, other than the developmentally disabled	P
Schools	C
★ Single family detached dwellings	P
Swim clubs	C
Tennis clubs	C
★ Utility substations and transmission facilities	P

★ = indicates the following use is also permitted or conditionally permitted in the Agriculture/Rural Reserve (AG/RR) District.

### EXHIBIT 3B: Uses Permitted in the AG/RR Zone

USES	INTENSITY	ZONES	USES	INTENSITY	ZONES
<b>Agricultural Uses</b>	<b>i</b>	<b>AG</b>	Religious Facilities	H	P
Accessory Use		P	Remote Garbage/Rubbish Removal	H	C
Accessory Structures for Agricultural Use	L	P	Solar Farm	L	C
Agriculture	H	P	Telephone and Telegraph Services	L	P
Agricultural-Related Industry	H	P	Utility Service Facility	M	P
Agricultural Uses-Land Animal	H	P	Wastewater Treatment Facility	H	C
Agricultural Uses-Non Animal	H	P	Water Treatment Facility	H	C
Agritourism / Agritainment (i.e. corn mazes,	H	P	Wired Communication Services	M	P
Aquaculture	M	P	<b>Business and Personal Services</b>	<b>i</b>	<b>AG</b>
Christmas Tree Farm	H	P	Accessory Use		P
Commercial facilities for the sale, repair, a	H	C	Artisan Crafts	M	C
Commercial Non-Farm Animals	M	P	Bed and Breakfast	L	P
Confined Feeding Operations	H	C	Composting Operation	H	P
Equestrian Center	H	C	Greenfill	M	P
Equine Services	L	P	Historic Adaptive Reuse		P
Feed Lot	H	P	Kennel, including commercial animal breeding	H	C
Feed Mill	L	P	Real Estate Sales office Or Model	L	P
Historic Adaptive Reuse		P	Taxidermist	L	P
Horse Farm	L	P	Temporary Seasonal Activity	M	P
Nursery/greenhouse	H	P	Tourist Home or Cabin	L	P
Orchard	H	P	Veterinary Service (Indoor)	H	C
Pick-your-own operation	H	P	Veterinary Service (Outdoor)	M	C
Roadside farm stand, Permanent	M	P	<b>Retail and Wholesale Trade</b>	<b>i</b>	<b>AG</b>
Roadside farm stand, Temporary	L	P	Accessory Use		P
Stockyard	H	P	Agricultural Sale Barn	H	P
Winery	H	P	Fruit Market	L	P
Accessory Apartments	L	P	Garden Center	H	C
Accessory Dwelling Units	L	P	Historic Adaptive Reuse		P
Accessory Livestock	L	P	<b>Automotive and Transportation</b>	<b>i</b>	<b>AG</b>
Accessory Use		P	Automobile Repair Services, Minor	H	C
Guest House	L	P	Historic Adaptive Reuse		P
Historic Adaptive Reuse		P	Accessory Use		P
Home Based Business	L	P	Camping Facility	H	P
Home Occupation	L	P	Historic Adaptive Reuse		P
Residential Storage Structure	L	P	Park and Recreational Services	H	C
Single Family Dwelling	n/a	P	Private Recreational Facility	H	C
Temporary Dwelling	L	P	Recreational Vehicle (RV) Park	H	C
Two Family Dwelling	n/a	P	<b>Manufacturing, Mining</b>	<b>i</b>	<b>AG</b>
<b>Public and Semipublic</b>	<b>i</b>	<b>AG</b>	Accessory Use		P
Accessory Use		P	Historic Adaptive Reuse		P
Cemetery	H	P	Sawmill	H	C
Governmental Facility	H	P	Wood Products	M	C
Historic Adaptive Reuse		P			

**KINGS ROAD MINOR SUBDIVISION  
AMENDMENT 3 FOR LOT 3A FINAL PLAT**

*Charles J. Smith*  
Auditor, Monroe County, Indiana  
- 100 - Jan 28 1912




















































































































SECTION 31, TOWNSHIP 9 NORTH, RANGE 1 EAST,  
BENTON TOWNSHIP, MONROE COUNTY, INDIANA

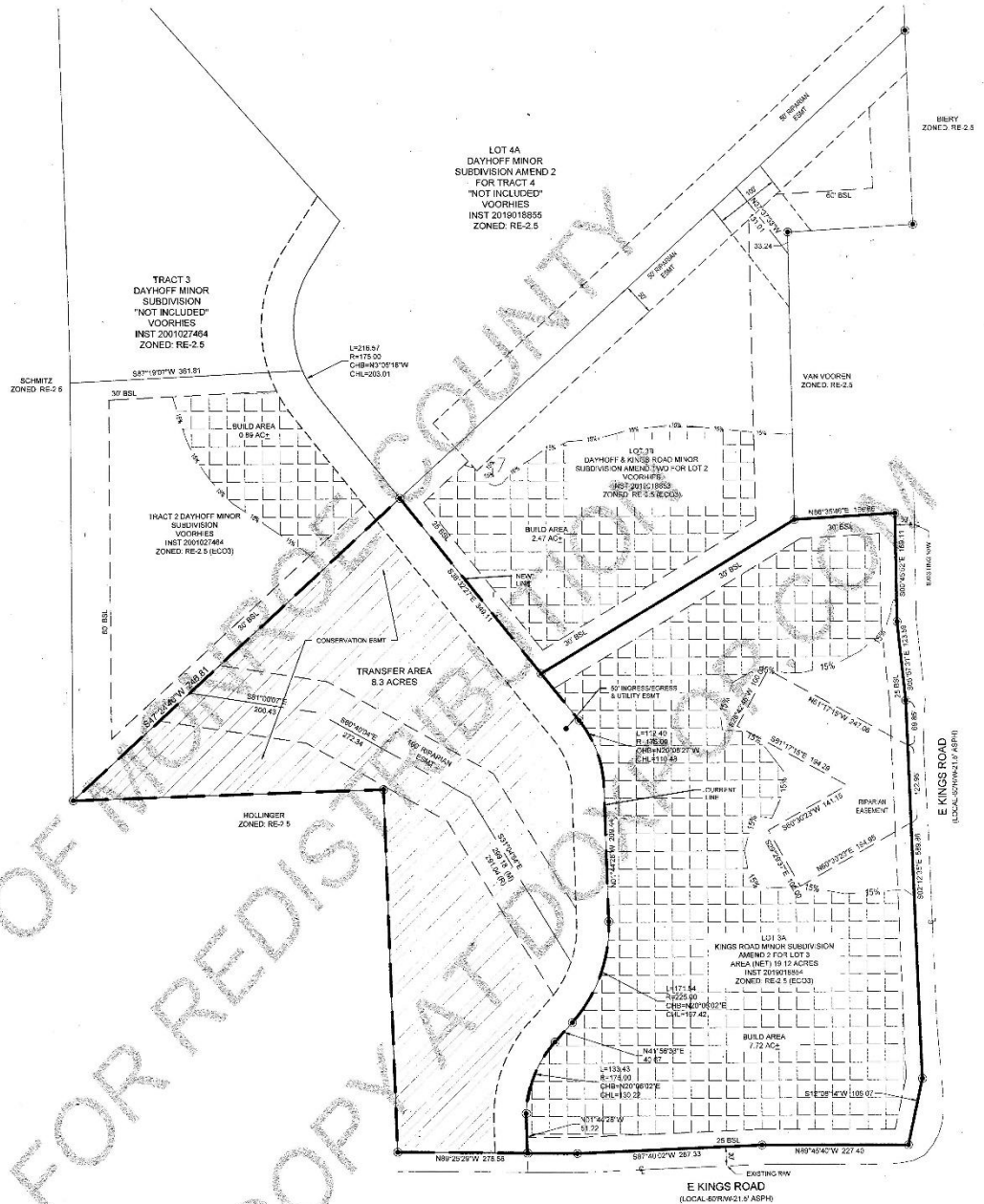
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**BASIS OF BEARINGS:**  
DAYHOFF & KINGS ROAD MINOR SUBDIVISION  
DAYHOFF MINOR SUBDIVISION



### LEGEND

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## EXHIBIT 5: Letters of Support



Wed 5/11/2022 7:57 AM

Todd Eads <eadstodd@gmail.com>

Case number REZ-22-3

To: Drew Myers

Mr Myers,

This email is to express my support for rezoning of Dr Jason Voorhies property on King's Road. Thank you,

Todd Eads

May 11, 2022


To Whom it may Concern:

My name is Keisha Odom and I am the Assistant Principal at University Elementary School in Bloomington, IN. I moved to Bloomington in July of 2021. I met the Voorhies family through the school community as their three children all attend University. In November of 2021, I asked the Voorhies if my family for Northwest Indiana could utilize their farmhouse for the Thanksgiving holiday weekend. They allowed my family to stay there at no cost. I did not pay any fee, they allowed my family to stay as a favor to a friend. There was no exchange of money.

If you have any question, feel free to contact me at (219)613-2864

*Keisha Odom*

Keisha Odom



Wed 5/11/2022 11:59 AM

Healy, Lauren M <lhealy@IUHealth.org>

Regarding Case # REZ-22-3

To Drew Myers


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Mr. Myers,

I am reaching out today in support of rezoning the residential property of case #REZ-22-3. I have known the Voorhies family for the last few years as they became residents of Monroe County and believe that they have the best intentions of the community in mind. Their farmhouse is a historic treasure and they are wishing to preserve this property by making rezoning and using for short term rentals on popular site AirBnb. They have impeccable family values and I could never imagine their beloved farmhouse being rented out to anyone they would believe to be disrespectful to the property or disruptive to the surrounding neighborhood. If this zoning change is unable to be completed, the property would have to be sold as the property could not financially sustain itself. Without rezoning, a sale would be unfavorable for the neighborhood and would likely result in further disruption to neighbors with new construction. I have no doubts that subdividing into four separate properties would ultimately result in destruction of their beautiful property, farmhouse, barn, and adjacent roadways. Please consider the negative implications of the neighborhood if this zoning change is not made. The Voorhies family are truly wonderful people who want to see the land and the standing buildings preserved. Please feel reach out by email with any further questions in regards to this topic.

Sincerely,

Lauren Healy PA-C, MSPAS  
Neurosurgery Physician Assistant  
[lhealy@iuhealth.org](mailto:lhealy@iuhealth.org)  
719 W. 2nd St.  
Bloomington, IN 47401



Wed 5/11/2022 4:03 PM

Guarana, Cristiano <cguarana@iu.edu>

Letter supporting the Voorhies - Clarifying our stay REZ-22-3

To Drew Myers

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Mr. Meyers and the Monroe County Planning Commission,

Re: RF7-22-3

It has been brought to my attention that some neighbors of Jason and Rachel Voorhies, of 5577 East Kings Road, have made accusations in a petition about unapproved short-term rentals. I fear that there has been a misunderstanding of my family's time spent at the home.

We stayed at the home in February, for free, as guests of the Voorhies'. They offered to provide a place for us to stay during construction on our home. No money changed hands. There was no short-term rental taking place.

Furthermore, I know the Rachel and Jason to be honorable, trustworthy people. Their generosity highlighted above is just one example of their conduct. They do not conduct business "in bad faith". I trust that their intentions with the rezone request are pure. They intend to continue taking excellent care of the property and ensuring that the surrounding neighborhoods remain scenic and peaceful.

Sincerely,

**Cristiano I. Guarana, Ph.D.**  
Assistant Professor  
Department of Management & Entrepreneurship  
Kelley School of Business 660E  
Indiana University  
1309 E. 10th St  
Bloomington, IN 47405 1701  
[cguarana@indiana.edu](mailto:cguarana@indiana.edu)  
[cristianoguarana.com](http://cristianoguarana.com)  
[MOC](#) – We'll help you think it through!



Wed 5/11/2022 7:48 PM

James Ridge <jdavidridge@yahoo.com>

Case number REZ-22-3

To: Drew Myers

Hello Mr. Myers

I write in support of the rezoning proposal regarding Jason and Rachel Voorhies, case number REZ-22-3

I live on Mahalia Way just down the road from their property. I was not acquainted with the Voorhies' before they moved into the neighborhood, but have grown to know Jason and Rachel very well over the last few years from neighborhood events, school events, and in working with Jason at the hospital. Jason and Rachel are both very conscientious and honest individuals. I was sad to learn that they were moving their primary residence out of the neighborhood, but I was excited that they intended to keep the bucolic nature of the farmhouse and its surrounds by holding onto the property. Jason told me that they wanted to rent the house out on Airbnb to help ease the cost of continued ownership of the property with the thought that they might eventually build another house or move some of their family to town. At that time, and this was before he knew of any concerns regarding the zoning, Jason told me that they only intended to rent to users that had very good references and review scores because they did not want any damage to the farmhouse or to bring in any renters that might cause a scene.

I was spurred to write this letter of support after I heard of a petition circulating around our neighborhood in opposition to the rezoning. I have not seen it myself, so I beg your forgiveness if I am acting on bad information, but I have been told that it includes information that the Voorhies' have had multiple short term renters in this lead up period to the zoning hearing and that they have not been acting in good faith. I was incredibly disappointed in hearing that as I have talked to Jason multiple times about the farmhouse and his efforts to follow the rules while this process was ongoing. I walk my dog in front of the property almost every day. Shortly after they moved out I noticed a new vehicle at the farmhouse and I asked if something had changed about the zoning. Jason informed me that they had found a long term renter in a teacher who had moved to town and would be staying there. I noticed a new vehicle a couple of other times and asked him if they had a new renter and he said no. One time it was a friend he allowed to have Thanksgiving dinner with his family at the farmhouse because his house was too small and another time it was family from out of town that were staying there. I'm incredibly disappointed that a circulating petition would use falsehoods to stir up support, especially when from my experience Jason and Rachel have been incredibly respectful of the rules and stipulations throughout this process.

I think it's in the best interest of the neighborhood if the property stays in the hands of the Voorhies and I believe the only way that will happen is if they are allowed to defray some expense by renting it out on occasion. I trust them that they will do their best to rent to good individuals. If they end up selling the property, I assume that it would be split up into 5 new homes. That would increase traffic on an already busy road and losing the open pasturelands at the entrance to our street would remove some of the charm of our neighborhood.

Thank you, and I would be happy to answer any questions you might have.

J. David Ridge, MD  
5770 E Mahalia Way  
Bloomington, IN 47408




Thu 5/12/2022 1:39 PM

kelly ridge <kel\_98@me.com>

CASE number REZ-22-33

To: Drew Myers

 If there are problems with how this message is displayed, click here to view it in a web browser.

To Whom It May Concern:

I am writing you today regarding Mr. and Mrs. Voorhies and their property near our home. We live on Mahalia Way and have enjoyed driving past this idyllic piece of property since we moved to the neighborhood in 2010. We have also had the privilege of getting to know their family over the years as my daughters attend school with their children, and my husband works with Jason Voorhies. This family is a credit to our neighborhood, community, and healthcare system and I would like to personally attest to their character.

It is my understanding that one of the grievances regarding the rental of this property is that it may increase traffic to the neighborhood. I do not believe this to be a valid objection since it is only one dwelling. I do however speculate that if this home is not rented by the family, that they may decide to sell the land to be divided into multiple homes to be built. I do believe that this would cause a greater increase to traffic in the neighborhood than if one family rented to responsible individuals.

This leads me to address the character of this family. Prior to moving to this neighborhood, we did not know the Voorhies. However, we have since had the pleasure to interact with them both socially and professionally over the years. They are hardworking, trustworthy, and honorable individuals and we are pleased to have had the opportunity to get to know them over the years. In addition, I am happy that they own the nearby property and hope they continue to do so.

Living in a college town, I think the threat of a gathering has been a concern. The Voorhies have stated that they will not rent to any potential college partiers, and that they will only rent to very well vetted families. They have stated that they will read reviews of potential renters and not allow any negative impact on our neighborhood. They have been upfront and honest from the beginning about their intentions and should be trusted moving forward.

The Voorhies have lived in this neighborhood and will continue to be an asset to our community. They would not do anything to negatively impact this area. I believe they have the best of intentions and that those intentions should be approved moving forward.

Sincerely,

Kelly Ridge  
5770 E Mahalia Way  
Bloomington, IN 47408





Mon 5/16/2022 9:10 PM

Ivan Lupov <ilupov@yahoo.com>

CASE number REZ-22-33

To: Drew Myers; Mackenzie Lupov

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To Whom It May Concern,

This letter is in support of Mr. and Mrs Voorhies' pursuit of renting out their property located on E Kings Rd in Bloomington, In.

My wife and I, moved to the area in 2019 and since then we have gotten to know the Voorhies very well. Our kids go to the same school, we were part of the same COVID social bubble during the worst of the pandemic lockdowns, we have baby sat each other's kids etc. We have frequently shared meals and celebrated holidays together.

We attest to the strength of their character not only from the standpoint of being neighbors and friends but also as colleagues. Both my wife and I are physicians and work with Jason, who is one of the three neurosurgeons in Bloomington. His professionalism is well known to all hospital staff and his practice is well respected by his patients.

As far as grievances that have been brought against converting their primary residence to rental, we disagree. The Voorhies plan on carefully vetting the folks they would allow to rent their house. I do not think that they would bring renters who could potentially bring disturbances such as partying and increase traffic in and out of the neighborhood. The driveway into their property does have a bit of a curve to it, but doubt that would lead to any increase in traffic accidents by folks who are unfamiliar with the layout of their property.

Lastly, we believe that by maintaining ownership of the property, the Voorhies will maintain strong ties to the community and avoid being forced to sell. We can easily see how such vast property in prime location could be developed into multiple lots which will definitely bring a lot more traffic, potentially more accidents and likely more than one rental properties.

Sincerely,

Ivan and Mackenzie Lupov  
7722 E Mahalia Way  
Bloomington, IN 47408



Tue 5/17/2022 10:10 AM

Bree Bailey <bnbailey84@gmail.com>

Case Number REZ-22-3: Letter of Support

To: Barbra Carter; Drew Myers

To whom it may concern,

I am a homeowner in Monroe county and I would like to provide support as well as a character reference for Dr Jason Voorhies, who is requesting a change in zoning of his property to agriculture. I personally know Jason and have worked very closely with him, and feel he is an upstanding citizen who cares about the community and believes in a common good for all. He is a knowledgeable and responsible individual who thoroughly considers the potential consequences for his actions, and he has done the same for his rezone request.

I believe Jason desires to retain the integrity of his historic farmland property including historic barn structures, as well as fill a need for short term housing that is difficult to come by in Bloomington. He seeks to rezone for the purpose of renting to highly vetted, responsible short-term renters who will treat the property and neighborhood with respect. He has taken steps to ensure this by installing 24/7 camera monitoring to ensure no parties or large gatherings will take place. His renters would have to agree to a no-party policy prior to renting, and he also plans to use a reputable rental site that prevents renting by people who have negative rental histories. Jason plans to put these restrictions on who can rent the property even if it decreases the available pool of renters at personal cost to himself because he cares so much about his property and his neighborhood. As I have spoken with him at length for almost a year regarding the potential renting for this property, he has been consistently against renting to unprofessional persons intending to use the property as a party spot, as he does not want to cause harm to his neighborhood.

As a working Bloomington homeowner and IU alumnus, I am personally interested in the addition of short term housing so that I could invite family members such as my parents to visit Bloomington and enjoy all it has to offer. I am attracted to the potential to rent for a few days or weeks which this property could fulfill. This property would be a perfect solution as it has more to offer than a hotel, and there are few other options outside of Brown County for short term housing locally. I believe a property such as this will only attract quality renters and I personally feel that Jason will do an excellent job maintaining the property and I highly doubt there will be disruptions to neighbors as a result of this zoning change.

Please include this letter in support of the zoning change in discussions regarding Case Number REZ-22-3.

Regards,

Brianna Bailey

## EXHIBIT 6: Letters of Opposition

**From:** [Pugh, R. Gerald](#)  
**To:** [Drew Myers](#)  
**Cc:** [Pugh, Susan L](#)  
**Subject:** 5577 E Kings Road Re-zone  
**Date:** Friday, March 25, 2022 5:09:53 PM

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Mr. Myers:

This letter is regarding the Re-zone proposal for 5577 East Kings Road. We will not be in town for the Monroe County Plan Commission meeting on May 17 so we are trying to get some information beforehand. I hope that you can help.

Kings Road is a dead-end road about a mile in length and no commercial enterprises exist because of the RE2.5 zoning. There are four residential streets that are connected to Kings Road, three of which serve Belle Terre addition and one of which is private and serves Kingston Estates. There are roughly, by my count, fifty single family homes. All but five are owner-occupied; the remainder are residential rentals.. Of all the residents, Susan and I have been here the longest. Having dealt directly with Mr. King when the Kingston Estates addition was opened in the mid-seventies, we have seen the relatively modest growth over the last fifty years; less than one house per year. Eighteen homes have been built on James Road. Fifteen homes were constructed on Belle Terre streets and five homes have been built directly on Kings Road. Like many other secondary county roads, It is difficult for the Monroe County Highway Department to maintain Kings Road well given limited financial resources. The road was patched last fall but it's now back in terrible shape. More vehicle traffic will not be beneficial given county priorities.

Such a re-zone would be a marked departure for this area. Under the change requested to zone AG/RR, what other non-residential entities, businesses or land uses would be permitted? Does the proposed zone provide an opportunity for further expansion of commercial activity? Does such a zone change make it easier or more likely to re-zone later to a more expansive or comprehensive commercial zone category in the future? What is the rationale for seeking a zoning change which deviates from the current and historical residential zone?

Just as Belle Terre was created about twenty-five years ago, we have always anticipated that the King farm (orchard) would likewise be prime land for additional homes on at least one acre lots. In the past, a couple of parcels from the farm have already been sold for homes. Any commercial activity (and a tourist home/cabin is commercial) was never anticipated as it would be quite inconsistent with existing use.

In advance, thanks for your responses and information.

Dr. Susan L. Pugh  
Director Emeritus

Student Financial Assistance  
Indiana University

Dr. R. Gerald Pugh  
Professor Emeritus of Leadership Studies  
Professor Emeritus of Continuing Studies  
Indiana University

5445 East James Road  
Bloomington, Indiana 47408-9427  
812-336-1907  
[rgpugh@indiana.edu](mailto:rgpugh@indiana.edu)  
[spugh@indiana.edu](mailto:spugh@indiana.edu)

April 27, 2022

To the Monroe County Plan Commission:

The undersigned neighbors of 5577 East Kings Road respectfully write to formally object to rezone petition #REZ-22-3. Our opposition to the petition is based largely—but not entirely—on the petitioners' stated intent for the petition, namely, to rezone the property so that it can be used as a "Tourist Home/Cabin" (i.e., a short-term vacation rental listed on Airbnb).

To begin, we would note that nowhere in the petition is there any attempt to justify the rezoning of the property in order to use it in a manner consistent with the intended purpose of an Agriculture/Rural Reserve (AG/RR) zoning district. According to Chapter 802 of the Monroe County Zoning Ordinance, an AG/RR district is "primarily intended for agriculture uses" including:

"[R]ow crop or livestock production, forages, pasture, forestry, single family residential uses associated with agriculture uses and limited, very low density, rural non-farm related single family uses and not in (major) subdivisions."

Meanwhile, Chapter 802 goes on to further explain that the purpose of an AG/RR district is to:

"[E]ncourage the continuation of agriculture uses, along with the associated single family residential uses, to discourage the development of residential subdivisions and non-farm-related nonresidential uses, to protect the environmentally sensitive areas, such as floodplain and steep slopes, and to maintain the character of the surrounding neighborhood" (emphasis added).

Nowhere in the petition do the current owners of the property state that they are seeking the rezoning for any sort of agricultural use of the type envisioned by Chapter 802.<sup>1</sup> Instead, the stated purpose of the request is simply to allow the owners to operate the property as a short-term vacation rental. While we acknowledge that a Tourist Home/Cabin would be permitted in an AG/RR district, such a use is clearly not the intended purpose of an AG/RR district. We would thus respectfully assert that there should be at least some suggestion of an intent to use the property in a manner consistent with the purpose of the new zoning district in order for the petition to be granted. Put differently, ***a rezone of the property should not be granted simply to allow the property owners to operate an Airbnb when the use of the property as a short-term vacation rental otherwise has nothing to do with the intended purpose of an AG/RR district.***

The petition is thus simply an attempt to do an end-run around the fact that a Tourist Home/Cabin would otherwise not be a permitted use within the present, proper Residential 2.5 (RE2.5) district zoning of the property. To simply allow someone to change zoning in this manner would undermine the important procedures and purposes the zoning code serves, which is in part to "protect the character and stability of residential . . . areas." (Zoning Ordinance,

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<sup>1</sup> The only current agricultural-related use of the property—to grow hay for sale as livestock feed—is, as far as we are aware, already permitted under the property's current zoning.

Chapter 800). As we note further below, using the property as a Tourist Home/Cabin is not appropriate in light of the nature and character of the surrounding properties.

Indeed, Chapter 802 makes clear that the use of AG/RR districts is disfavored in areas located in close proximity to residential subdivisions. However, the 5577 East Kings Road property at issue is located directly across the street from the existing Belle Terre subdivision—which contains well over a dozen residential homes—as well as several other residential houses located along East Kings Road. Further, the property at issue itself sits immediately adjacent to several other lots owned by the petitioners, all of which were previously replatted specifically to permit a future subdivision to be constructed on the land. Therefore, it would be ill-advised to rezone the property in question to an AG/RR district given the relatively densely populated area in which it is located, directly abutting one existing subdivision and immediately adjacent to commonly owned adjoining lots intended for a future residential subdivision development.

The fact that the requested rezone would be inconsistent with the existing character of the surrounding neighborhood is further underscored by the fact that the property at issue is completely surrounded by neighboring properties all situated as part of an extensive Estate Residential 2.5 (RE2.5) district. There are a multitude of compelling reasons why Tourist Homes/Cabins are not permitted in RE2.5 districts—whether it be noise, safety, or harm to neighboring property values—concerns that suggest it would be inappropriate to create a new AG/RR district for the property in question simply for purposes of allowing the current owners to maintain a short-term vacation rental property.

These general concerns with Airbnb-style properties are especially prevalent in this case. Given the nature of the property, which is located on a large lot just a few minutes from town, the property is particularly susceptible for use for loud parties (especially by current college students) regardless of any restrictions the owners may attempt to place on such a use when renting the property. And because the owners of the property themselves reside several miles away, there will be no one on hand to monitor and regulate the behavior of the guests of the Airbnb. Such disruptive uses would inevitably result in a degradation of neighboring property values, and the neighboring owners' enjoyment of their own properties.

Perhaps even more importantly, use of the property as a Tourist Home/Cabin would also raise safety concerns due to the nature of the access road. To begin, East Kings Road is a particularly narrow road in a seemingly constant state of disrepair (considerable potholes, crumbling edges, etc.), and routinely features significant patches of ice for prolonged periods of time following winter storms (due to its northern exposure). It also has no lighting at night, and incorporates a hazardous T-style intersection at the corner of the property at issue. Further, its connection to State Route 46 is itself quite hazardous, with limited visibility and no dedicated turning lanes. Combined, these attributes suggest that an Airbnb-style rental introducing a consistent stream of short-term renters unfamiliar with the road—not to speak of the potential for increased traffic volume—would present a significant safety hazard for all permanent residents who rely on East Kings Road to travel to and from their homes (many of whom also have small children that frequently play outdoors).



At the same time, the property in question at 5577 East Kings Road itself presents particular safety hazards for the surrounding neighborhood due to its unique topography and landscaping. Specifically, visibility from the property's only entrance/exit is quite restricted due to the sizeable retaining walls and other landscaping that are located on both sides of the driveway (see photos below).



Thus, the prospect of short-term renters unfamiliar with the property routinely exiting this driveway presents a particular hazard for neighboring homeowners. Indeed, one of the undersigned neighbors was already nearly involved in a traffic accident with someone other than the petitioners who was inhabiting the house for a period of time.

Finally, we believe that two additional reasons justify the denial of the petition.

First, it appears upon information and belief that the current owners may already be renting the property out on a short-term basis in direct violation of the currently applicable zoning regulations. Several neighbors have reported seeing previously unknown persons and vehicles residing at the property for days at a time, but for durations of less than 30 days. Any such prior use of the property as a Tourist Home/Cabin—despite the owners' clear knowledge that such a use is currently impermissible under the property's zoning regulations—would exhibit a degree of bad faith that would further support the denial of the petition.

Lastly, we believe that commitments made by the prior owners of the property in question (Douglas and DeeDee Dayhoff) also warrant denying the petition. Specifically, the Dayhoffs previously successfully sought a modification to the plat map subdividing the property into a number of lots to be used for future residential development (as noted above). At the time these lots were redrawn, the Dayhoffs specifically promised their neighbors that should the property be replatted, then no future changes to the zoning of the property would be sought, a commitment that a number of neighbors specifically relied on when agreeing not to oppose the replat.

Consequently, we assert that the petition fails to meet the standards for amendment set forth in Chapter 831 of the Monroe County Zoning Ordinance. The petition would, if granted, (a) be inconsistent with the current Monroe County comprehensive plan (given the incompatibility of the property with the intended purpose of AG/RR districts discussed above); (b) be contrary to the current conditions and the character of current uses in the district (in which all surrounding properties are zoned RE2.5 and used exclusively for owner-occupied or long-term rental residential housing); (c) run counter to the most desirable use of land in the district (which is to remain most hospitable to owner-occupied or long-term rental residential housing); (d) be likely to harm property values in the neighborhood; and (e) be inconsistent with responsible development and growth (given the extensive use of RE2.5 zoning in the immediately surrounding area).

Therefore, we respectfully request that petition #REZ-22-3 be denied.

Name: Donald R Holliger  
Address 5525 E. Kings Rd  
Bloomington, IN 47408

Name: Kathryn S Holliger  
Address 5525 E. Kings Rd  
Bloomington IN 47408

Name: Paula W. Sunderman  
Address 5578 E. Kings Rd.  
Bloomington, IN 47408

Name: Dana W. Carpenter  
Address 5431 E. Kings Rd  
Bloomington, IN 47408

Name: Austin Lord  
Address 5421 E. Kings Rd  
Bloomington, IN 47408

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