



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, October 5, 2022 at 10:00 am Nat U. Hill Meeting Room – 3rd 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, as soon as possible, but no later than forty-eight (48) hours before the scheduled event. Individuals requiring special language services should, if possible, contact the Monroe County Title VI Coordinator at least seventy-two (72) hours prior to the date on which the services will be needed. The meeting is open to the public."

1. CALL TO ORDER BY COMMISSIONER THOMAS

2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER JONES

3. DEPARTMENT UPDATES

Health – Lori Kelley
Heading Home – Mary Morgan

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

5. APPROVAL OF MINUTES

September 28, 2022

6. APPROVAL OF CLAIMS DOCKET

Accounts Payable – October 5, 2022

6

7. REPORTS

None

8. NEW BUSINESS

A. INDIANA DEPARTMENT OF HEALTH TITLE XX/TANF CONTRACT AMENDMENT #1

13

Fund Name: Title XX (20)/TANF

Fund Number: 8150-9622

Grant Amount: \$12,000

Presenter: Lori Kelley

Monroe County Health Department has received Title X and TANF funding since 2006 to support the Futures Family Planning Clinic. These awards increase the capacity of the health department to provide crucial public health services including, but not limited to family planning, reproductive health, STI testing and treatment. Futures Clinic serves our community and utilizes health department Disease Intervention Specialists to meet the needs of patients. Over seventy-three (73%) of patients in 2020 had incomes below 150% poverty.

The estimated cost in 2022 needed to implement the Title X program was \$300,000-\$350,000. This estimated cost included a small staff size consisting of 3 full-time and 2 part-time staff, one in which only works 1 day per week.

This request is approval of the current Title XX/TANF contract amendment. Based upon a recently submitted budget projection, Indiana Family Health Council, INC. has awarded Monroe County Health Department a reallocation of an additional \$12,000 to the current TANF contract to cover the Title X clinic through September 30, 2022.

B. BI, INC. ELECTRONIC MONITORING SERVICE AGREEMENT

17

Fund Name: Probation Public Safety LIF

Fund Number: 1170

Amount: \$160,000

Presenter: Becca Streit

The Monroe County Community Corrections Program contracts with BI, Inc. to provide equipment for individuals ordered to home detention, electronic monitoring, and alcohol monitoring. Community Corrections rents the equipment from BI, Inc. on a per-use basis, which means the amount paid to BI, Inc. varies month to month.

BI, Inc. has decreased their daily rental costs on some of their devices as follows:

HomeGuard 20/20 Cell Unit decreased in price from \$2.96 per day to \$2.85 per day. This unit is a radio frequency (RF) anklet that uses cellular signal to communicate with the BI, Inc. monitoring center.

SoberLink (SL2 and SL3) Unit remains the same at \$5.45 per day. This is a mobile alcohol breath test device that clients carry with them at all times. The Unit alerts the user when it is time to submit to a test, and immediately alerts the Community Corrections Program if the device detects alcohol.

LOC8 XT GPS Unit decreased in price from \$3.85 per day to \$3.20 per day. This is an active GPS anklet device that tracks client movements 24 hours a day.

- C. BIO-ONE NW INDIANAPOLIS SERVICE AGREEMENT 29**
Fund Name/Number: TBD
Amount: \$3,500/per day, up to 7 days
Presenter: Jeff Cockerill

This agreement is for clean-up of trash, hazardous and other materials from County Property.

- D. HYDROGEOLOGY, INC. KARST SURVEY FOR FULLERTON PIKE PROPERTY 33**
Fund Name/Number: TBD
Amount: \$3,300
Presenter: Jeff Cockerill

This agreement will allow Hydrogeology, Inc. to conduct a Karst study of the Fullerton Pike property.

- E. DECKARD LAND SURVEYING, LLC FOR FULLERTON PIKE PROPERTY 39**
Fund Name/Number: TBD
Amount: Not to exceed \$16,000
Presenter: Jeff Cockerill

This agreement will allow Deckard Land Surveying, LLC to conduct a boundary and topographical survey of the Fullerton Pike property.

- F. BEAM LONGEST NEFF SUPPLEMENTAL #1; ROCKPORT RD BRIDGE #308 42**
Fund Name: Cumulative Bridge
Fund Number: 1135
Amount: \$17,800
Presenter: Lisa Ridge

This supplemental agreement is for DNR permit and hydraulic modeling for Bridge #308, Rockport Road.

- G. INDOT CHANGE ORDER #4; SAMPLE ROAD RECONSTRUCTION PROJECT 48**
Fund Name: Sample Road PH I
Fund Number: 8161
Amount: N/A
Presenter: Lisa Ridge

INDOT has a new process for change orders, so this is to actually eliminate change order # 4 and it will be resubmitted in the new process.

- H. ORDINANCE 2022-33; AMEND VARIOUS TRAFFICE ORDINANCES 54**
Presenter: Lisa Ridge

Amend Ordinance 86-12 to add the following **yield** locations: Roundabout for Woodyard Road & Smith Pike, all approaches, Roundabout for Curry Pike & Woodyard Road, all approaches, Roundabout for Profile Parkway & Sunrise Greetings Court, all approaches

Amend Ordinance 86-09 to **delete** the following 40 mph location: Strain Ridge Road (Green Street to Pointe Road)

Amend Ordinance 86-09 to **delete** the following 35 mph location: Victor Pike (SR 37 - Church Lane)

Amend Ordinance 86-09 to **delete** the following 30 mph locations: Victor Pike (Church Lane - That Road) and Strain Ridge Road (Fairfax Road - Green Street)

Amend Ordinance 86-09 to **add** the following 35 mph location: Strain Ridge Road (Scott Lane - Pointe Road)

Amend Ordinance 86-09 to **add** the following 30 mph location: Victor Pike (SR 37 - That Road) and Strain Ridge Road (Fairfax Road - Scott Lane)

Amend Ordinance 86-09 to **add** the following 20 mph location: Prince Road

Amend Ordinance 86-06 to **delete** the following stop location: Smith Pike for Woodyard Road

Amend Ordinance 00-32 to **delete** the following signal locations: Curry Pike & Woodyard Road, Business 37 South & Gordon Pike/Rhorer Road, Rogers Street & Country Club Drive, Business 37 South & Fairfax Road/Church Lane, Curry Pike & Jonathon Drive/GE Entrance

Amend Ordinance 00-32 to **add** the following signal locations: Rhorer Road & Walnut Street Pike, Endwright Road & Wendys Way (HAWK), Gifford Road & Pedestrian Railroad Crossing (HAWK), Vernal Pike & Loesch Road (HAWK), Old SR 37 South & Fairfax Road/Church Lane, Curry Pike & Jonathan Drive/Cook Entrance

I. BUTLER FAIRMAN AND SEUFERT, INC. SUPPLEMENTAL #2 FOR KARST TRAIL CONNECTOR **57**

Fund Name: 2020 GO Bond

Fund Number: 4813

Amount: \$22,000

Presenter: Lisa Ridge

This supplemental is for utility potholing, additional design services, and additional geotechnical investigation for pavement, boardwalk foundations and a culvert extension since the route modification was approved.

J. ORDINANCE 2022-31; RAY BARN RENOVATION HP OVERLAY **63**

Presenter: Drew Myers

The petition site is one parcel totaling 7 +/- acres located in Bloomington Township at 4595 N Maple Grove Road. The petition site is zoned Estate Residential 1 (RE1) under Chapter 833 of the Monroe County Zoning Ordinance. The petitioner is requesting to rezone the site to add it to the Historic Preservation Overlay (Primary) District.

The most recent Indiana Historic Sites and Structures Inventory (IHSSI) County Survey for Monroe County is made available via the State Historic Architectural and Archaeological Research Database (SHAARD). The 2014 IHSSI survey ranks the Ben Owens Farmstead as Outstanding (O).

The Monroe County Interim Report 1989 ranks the Owens Farm as Outstanding (O). The rating "O" means that the property has enough historic or architectural significance that it is already listed, or should be considered for individual listing, in the National Register of Historic Places. Outstanding resources can be of local, state, or national importance.

The Historic Preservation Overlay does not negate the underlying Estate Residential 1 (RE1) zoning district. Properties within the HP Overlay are subject to the regulations for both the zoning district and the HP Overlay. If there is conflict between the requirements of the zoning district and the requirements of the Historic District, the more restrictive requirements apply. It is important to note that the Historic

Preservation Overlay regulations are concerned with exterior appearance and preservation of historic features, and not with other zoning or land use requirements.

9. APPOINTMENTS

10. ANNOUNCEMENTS

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, September 28, 2022 at 10:00 am Nat U. Hill Meeting Room – 3rd Floor, Courthouse and Zoom Connection

Members

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

Staff

Angie Purdie, Commissioners' Administrator – Not Present
Molly Turner-King, Legal Counsel – Present, **In Person**

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

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

3. **DEPARTMENT UPDATES 10:05 am**
Health – Lori Kelley

4. **PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker) 10:07 am**
Chris Emge – Bloomington Chamber of Commerce

5. **APPROVAL OF MINUTES 10:09 am**
September 21 2022

6. **APPROVAL OF CLAIMS DOCKET 10:10 am**
Accounts Payable – September 28, 2022
Githens made motion to approve. Jones seconded.
Thomas called for a Voice Vote.

Motion carried 3-0.

7. REPORTS 10:11 am

Clerk of Circuit Court – August 2022

Weights and Measures – August 16 – September 15, 2022

8. NEW BUSINESS

A. 2022 SOPHIA TRAVIS COMMUNITY SERVICE GRANT AGREEMENTS 10:12 am

Fund Name: County General

Fund Number: 1000

Amount: \$151,220

Presenter: Cheryl Munson and Josh Johnson

On August 23, 2022, the Monroe County Council approved the disbursement of \$151,220 of appropriations to 26 grant award recipients. Councilor Cheryl Munson, Chairperson for the Sophia Travis Grants Committee is requesting the Board of Commissioners to approve and sign the 2022 Agreements. A list of the award recipients, use of funds and award amounts is attached along with a copy of the agreement.

Githens made motion to approve. Jones seconded.

No public comment.

Thomas called for a Voice Vote.

Motion carried 3-0.

B. SNEDEGAR CONSTRUCTION, INC SERVICE AGREEMENT FOR KARST FARM PARK DOG PARK 10:19 am

Fund Name(s): 2020 GO Bond, County General and Non-Reverting

Fund Number(s): 4813, 1000, 1178 and 1179

Amount: Not to exceed \$38,500

Presenter: Kelli Witmer

On September 21, 2022, the Monroe County Parks & Recreation Board approved a service agreement with Snedegar Construction, Inc. for ADA improvements at the Karst Farm Park Dog Park. The project specifications have been overseen by Bledsoe, Riggert, Cooper, & James Engineering. The improvements include: Install ADA concrete pads, improve ADA access to water features, install water line, correct ongoing standing water issues, seed/straw/soil/stone, install drainage/catch basins/perforated & storm pipe, and demo of concrete pad.

Githens made motion to approve. Jones seconded.

No public comment.

Thomas called for a Voice Vote.

Motion carried 3-0.

C. MIDWEST PRESORT AGREEMENT 10:21 am

Fund Name: Election

Fund Number: 1215

Amount: Not to exceed \$31,500

Presenter: Tressia Martin

This agreement is for mailed ballot pickup and metering for the 2022 General Election.

- D. ORDINANCE 2022-38: ANIMAL SHELTER INTERLOCAL 10:23 am**
Fund Name: County General
Fund Number: 1000
Amount: \$353,467
Presenter: Molly Turner-King

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

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

- E. ORDINANCE 2022-39: JUSTICE ASSISTANCE GRANT (JAG) 10:25 am**
Fund Name: JAG Sheriff
Fund Number: 8143
Grant Amount: \$4,443
Presenter: Molly Turner-King

This Interlocal Cooperation Agreement between the City of Bloomington and Monroe County, in regards to 2020 and 2021 Edward Byrne Memorial Justice Assistance Grant (JAG), will divide funds from the JAG between the two government entities based on violent crime statistics. For both calendar year 2022, the City will receive 91% and the County will receive 9% of the total funds. The County will use the \$4,443 allocated toward the purchase of tire deflation devices.

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

- F. ORDINANCE 2022-26: SONYA LEIGH REZONE 10:27 am**
Presenter: Daniel Brown

Property is currently zoned Light Industrial, and the petitioner would like to rezone to Agricultural/Rural Reserve for the purposes of adding residential accessory structures.

Githens made motion to approve. Jones seconded.
Public comment in favor of petition:
Tim Wiens, Petitioner
Public comment in opposition of petition
None.
Thomas called for a Voice Vote.
Motion carried 3-0.

9. APPOINTMENTS

None

10. ANNOUNCEMENTS 10:33 am

2022 General Election [early voting begins October 12, 2022](#), at 302 S Walnut Street. October 11, 2022 is the last day to register to vote.

The following are the dates and times for early voting.

October 12-14, 8am – 6pm

October 17-21, 8am – 6pm

October 27-28, 8am – 6pm

October 29, 9am – 4 pm

October 31- Nov 4, 8am – 6pm

November 5, 9am – 4pm

November 7 8am – 12pm

Election Day is November 8, 2022, 6am – 6pm.

Monroe County Government would like to know what projects you would like to see funded because of dollars received through the American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds Program. Visit www.co.monroe.in.us to fill out the survey. Survey ends September 30, 2022.

Free COVID-19 testing available at the Monroe County Health Department, 119 W. 7th 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 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:

Friday, October 21, 10am – 3 pm

Wednesday, November 9, 1pm – 6pm

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 .

Commissioners' hybrid meetings will be in the Nat U. Hill meeting room, 3rd 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	beanblossomtrustee19@gmail.com
Benton - Michelle Bright	812.339.6593	michelleabright@gmail.com
Bloomington - Kim Alexander	812.336.4976	bloomingtontownship@in.gov
Clear Creek - Thelma Jefferies	812.824.7225	thelma@bluemarble.net
Indian Creek - Chris Reynolds	812.824.4981	chreynolds812@gmail.com
Perry - Dan Combs	812.336.3713	trustee@perrytownship.info
Polk - Chris Spiek	812.837.9446	cspiek@bluemarble.net
Richland - Marty Stephens	812.876.2509	rttfrontdesk@bluemarble.net
Salt Creek - Donn Hall	812.837.9140	donnhall403@yahoo.com
Van Buren - Rita Barrow	812.825.4490	vbtrita@bluemarble.net
Washington - Barbara Ooley	812.876.1188	ooleyb@yahoo.com

11. ADJOURNMENT 10:36 am

The summary minutes of the September 28, 2022 Board of Commissioners meeting were approved on October 5, 2022.

Monroe County Commissioners

Ayes:

Nays:

Julie Thomas, President

Julie Thomas, President

Penny Githens, Vice President

Penny Githens, Vice President

Lee Jones

Lee Jones

Attest:

Catherine Smith, Auditor

Minutes submitted by: AF Minutes reviewed by: DDM
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**MONROE COUNTY BOARD OF COMMISSIONERS'
WORK SESSION SUMMARY
September 7, 2022
Nat U. Hill Meeting Room - 3rd Floor, Courthouse and Zoom Connection**

- 1. HEALTH DEPARTMENT, Lori Kelley**
 - a. Discussion regarding Code/Ordinance Review
 - b. Fee Code Revision

To be discussed further at a later time.

- 2. Planning Department, Anne Crecelius**
 - a. Ordinance 2022-32: P & G Planned Unit Development Outline Plan
Bring back to a formal meeting in October for approval.

 - b. Ordinance 2022-35: Rieman Rezone
Bring back to a formal meeting in October for approval.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

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The estimated cost in 2022 needed to implement the Title X program was \$300,000-\$350,000. This estimated cost included a small staff size consisting of 3 full-time and 2 part-time staff, one in which only works 1 day per week.

This request is approval of the current Title XX/TANF contract amendment. Based upon a recently submitted budget projection, Indiana Family Health Council, INC. has awarded Monroe County Health Department a reallocation of an additional \$12,000 to the current TANF contract to cover the Title X clinic through September 30, 2022.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Title XX/TANF"/>	<input type="text" value="8150-9622"/>	<input type="text" value="\$12,000"/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

Monroe County Board of Commissioners Agenda Request - Grant

REQUIRED

Federal Agency **Federal Program**

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

Pass Through Entity:

Request completed by:

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

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

AMENDMENT TO AGREEMENT FOR SERVICES
TITLE XX/TANF SERVICES AMENDMENT

This Amendment to the original Agreement for Services, dated **October 1, 2021 through September 30, 2022** entered into by **Indiana Family Health Council, Inc.**, 151 N. Delaware Street, Suite 520, Indianapolis, IN 46204 (hereinafter “**I.F.H.C.**”) and **Monroe County Health Department**, 119 W. 7th Street, Bloomington, IN 47404 (hereinafter “**Sub-Recipient**”) to amend the specific terms of the Agreement for Services;

In consideration of the mutual covenants contained in the Agreement for Services and those contained in this Amendment, **I.F.H.C.** and **Sub-Recipient** agree as follows:

Paragraph 4.1 of the agreement shall be and hereby is amended to read as follows:

The total amount of Title XX (Federal CFDA Number 93.667), and/or TANF (Federal CFDA Number 93.558) funds paid to **Sub-Recipient** by **I.F.H.C.** under this Agreement shall not exceed **Ninety-Four Thousand, and Seventy-Seven Dollars (\$ 94,077)**. The allocated amount may be reduced by **I.F.H.C.**, in its sole discretion, if **I.F.H.C.** determines that **Sub-Recipient** will not utilize the full amount of funding allocated for any site during the Term of this Agreement. The following funds are allocated for the approved service site in Monroe County:

Contract Period : 10/01/21 to 09/30/22	
Title XX	Total Contract Amount
<u>Cumulative Prior Allocation</u> in This Budget Period	\$ 0
Amount of Allocation for This Amendment	\$ 0
Total of Title XX	\$ 0

TANF	Total Contract Amount
Cumulative Prior Allocation in This Budget Period	\$ 82,077
Amount of Allocation for This Amendment	+\$ 12,000
Total of TANF	\$ 94,077
Total of Title XX/TANF	\$ 94,077

All other terms and conditions of the original Agreement for Services between **I.F.H.C.** and **Sub-Recipient** remain in full force and effect.

**INDIANA FAMILY HEALTH
COUNCIL, INC.**

**MONROE COUNTY
HEALTH DEPARTMENT**

By: _____
President & CEO

By: _____
President, Monroe County
Commissioners

Date: _____

Date: _____



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

The Monroe County Community Corrections Program contracts with BI, Inc. to provide equipment for individuals ordered to home detention, electronic monitoring, and alcohol monitoring. Community Corrections rents the equipment from BI, Inc. on a per-use basis, which means the amount paid to BI, Inc. varies month to month.

BI, Inc. has decreased their daily rental costs on some of their devices as follows:

HomeGuard 20/20 Cell Unit decreased in price from \$2.96 per day to \$2.85 per day. This unit is a radio frequency (RF) anklet that uses cellular signal to communicate with the BI, Inc. monitoring center.

SoberLink (SL2 and SL3) Unit remains the same at \$5.45 per day. This is a mobile alcohol breath test device that clients carry with them at all times. The Unit alerts the user when it is time to submit to a test, and immediately alerts the Community Corrections Program if the device detects alcohol.

LOC8 XT GPS Unit decreased in price from \$3.85 per day to \$3.20 per day. This is an active GPS anklet device that tracks client movements 24 hours a day.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Probation Public Safety LIT Fund"/>	<input type="text" value="1170"/>	<input type="text" value="\$160,000"/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

**ELECTRONIC MONITORING SERVICE AGREEMENT
AGREEMENT NO. 082222KL1**

This Electronic Monitoring Service Agreement (“**Agreement**”) is made between BI INCORPORATED (“**BI**”), a Colorado corporation with its principal place of business at 6265 Gunbarrel Avenue, Suite B, Boulder, CO 80301 and MONROE COUNTY COMMUNITY CORRECTIONS (“**Agency**”) with its principal place of business at 405 W. 7th Street, Bloomington, IN 47404. This Agreement is effective as of the date of the last signature below (“**Effective Date**”). Capitalized terms in this Agreement have the meanings as set forth in Section 16, as defined where used in this Agreement, or if not in the foregoing, based on their context, as commonly used within the industry. The parties agree as follows:

1. PURCHASE OF SERVICES. Pursuant to the terms of this Agreement and orders accepted by BI, Agency may purchase, and BI shall sell to Agency certain Monitoring Services as listed on Exhibit A, attached hereto and incorporated herein.

1.1 Execution. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Upon full execution of this Agreement, Electronic Monitoring Agreement No. 030314SP1 shall terminate.

2. MONITORING SERVICE

2.1 Description. The “**Monitoring Service**” as set forth in Exhibit A may include Equipment or Units, Software Applications, and/or access to BI’s central host computer system running the Software Applications. Units are issued to the customers or placed on Clients by the Agency. The Units communicate with the Software Applications through cellular telephone service or the Client’s landline telephone service, which are subject to the telco terms and conditions.

2.2 System Maintenance. Agency acknowledges that BI must perform periodic maintenance on the host computer systems. The system may be inaccessible during the performance of such maintenance. BI will exercise commercially reasonable efforts to notify Agency via e-mail or phone in advance of any such maintenance.

3. BI’s SERVICES

3.1 Training.

3.1.1 Initial Training. BI will provide an initial training session at no cost to Agency regarding the operation and use of the Monitoring Services elected. Agency is required to complete training prior to the commencement of marketing or selling the Monitoring Services under this Agreement. No login ID will be activated until and unless the assigned user has successfully completed training.

3.1.2 BI TotalAccess Training. All BI TotalAccess training sessions shall be conducted via a remote service such as web conferencing.

3.1.3 Additional Training. Additional training is available subject to applicable service fees.

3.2 Agency Support. BI will make reasonable efforts to provide Agency with answers to specific Agency support requests as related to the Equipment, Monitoring Services, and overall operation of the electronic monitoring program. BI will supply Agency with an address for e-mail and a 1-800 toll free number for questions and / or feedback.

3.3 Rental Maintenance. BI shall maintain the Equipment at its expense. Maintenance will be performed at BI’s facility. Notwithstanding such obligation, unless otherwise specified in Exhibit A, Agency shall be responsible for the replacement cost of lost or missing Equipment and/or the cost of required repairs necessitated by (i) Agency’s negligence or (ii) the damage or destruction of the Equipment by parties other than BI, including but not limited to Client’s mishandling of Equipment. Shipment shall be in accordance with BI’s Return Material Authorization (RMA) Policy described in subsection 4.5 below.

3.4 Telecommunications Service. Certain BI products require wireless telecommunications service (“**Telco Service**”) in order to transmit voice and/or data from the device. BI products requiring wireless telecommunications service include BI ExacuTrack One (commonly referred to as “**ET1**”), BI HomeGuard 206 (commonly referred to as “**HG206**”), BI TAD Plus Cellular (commonly referred to as “**TAD Cellular**”), and SL2 (commonly referred to as “**SL2**”). BI products requiring Telco Service may change from time to time. Agency is responsible for payment to BI of charges for Telco Service, which are included in the Unit Rental

Charge for Units supplied by BI. Failure to pay these charges may result in suspension or termination of Telco Service, without which the device cannot transmit monitoring or tracking information to Agency.

3.5 Service Interruption. The Monitoring Services are made available to Clients when the Equipment is in operating range of the provider of such Monitoring Services. In addition, Monitoring Services may be temporarily interrupted, refused or limited at any time because of transmissions limitations caused by atmospheric and topographical factors outside of BI's or service provider's control, or equipment modifications, upgrades, repairs or similar other activities. Individual data transmissions may be involuntarily delayed for a variety of reasons, including the above, weak batteries, system over-capacity, and the Client's movement outside of the service area.

4. EQUIPMENT AND UNITS

4.1 Supplied by BI. All orders for Units are subject to BI's reasonable review and acceptance consistent with this Agreement. BI shall have no liability to Agency with respect to orders that are not accepted. Subject to availability of the Units, BI shall supply a sufficient quantity of Units to meet Agency's need subject to notice from Agency of such need at least five (5) business days prior to shipment. Agency agrees that it shall assist BI in forecasting its Unit needs. All Units or other Equipment supplied by BI hereunder shall be subject to all charges set forth in Exhibit A, as applicable. Agencies utilizing such BI supplied Equipment, and except as expressly set forth otherwise on Exhibit A, shall be entitled to receive, at no additional charge, a reasonable quantity of Supplies and tool kits (Unit activator, lead cutter, allen driver) to maintain Agency's electronic monitoring program in accordance with the prices set forth on Exhibit A.

4.2 Supplied by Agency. Agency may, subject to prior written approval by BI, supply its own equipment to be utilized in connection with the Monitoring Services. Any such equipment must be compatible with BI's host computer monitoring system. Equipment supplied by Agency will not be subject to the rental charges set forth in Section 6.1. All other charges as set forth in Section 6 are considered applicable and are payable by Agency in accordance with the terms and conditions set forth in Section 6. In no event is Agency entitled to Supplies for equipment owned or supplied by Agency.

4.3 Inspection of Equipment. Upon two (2) business days' prior notice, BI shall have the right to enter on the premises where the Equipment may be located during normal business hours for the purpose of inspecting and observing its use, or conducting an inventory count.

4.4 Freight. BI will pay for the cost to ship Units and other Equipment, Supplies and accessories to Agency and to ship Units and other Equipment from Agency pursuant to the RMA policy below. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the full cost of such alternative shipping method.

4.5 Return Material Authorization (RMA) Policy. Freight charges to and from BI's facility for Equipment eligible for return hereunder shall be paid by BI when pre-authorized by a Return Material Authorization (RMA) number issued by BI's Customer Business Services Department and only when BI's pre-printed shipping labels are used. BI's pre-printed shipping labels provide Agency with ground delivery to BI's facility. Freight charges incurred by BI for Equipment which is returned in a manner which is inconsistent with BI's pre-printed shipping labels, without an RMA number, or not eligible for BI rental maintenance (e.g., Client or Agency damaged the Equipment) will be charged back to Agency. BI's Customer Business Services Department is available to the Agency Monday through Friday from 8:00 am to 5:00 PM Mountain Time by calling 1-800-241-5178.

5. AGENCY'S OBLIGATIONS.

5.1 Agency represents and warrants during the Term that Agency shall:

- (i) retain complete authority and responsibility for Client selection, enrollment and alert management;
- (ii) be responsible for all liaison work with the involved courts and/or agencies;
- (iii) fulfill all Agency requirements to access and utilize the Monitoring Service;
- (iv) perform or oversee orientation and Equipment guidelines in compliance with applicable BI policies;
- (v) ensure that applicable Equipment responsibility and use forms are acknowledged and signed by the Clients prior to receipt of Equipment;
- (vi) be responsible for the proper use, management and supervision of Equipment; and
- (vii) ensure that users have completed training in access and use of the Monitoring Service, including BI TotalAccess.

5.2 Agency represents and warrants during the Term that it shall: (1) notify its customers and Clients that Monitoring Services should only be used for the purposes and in the manner for which they were designed and supplied, and that warning notices

should not be removed or obscured, (2) pass through all applicable Documentation provided by BI to its customers and Clients, (3) not remove or obscure any warning notices displayed on Equipment, (4) not breach any customer or Client agreement; (5) not mishandle or use the Monitoring Services in an unauthorized manner or authorize or promote a customer or Client to do so; (6) not use or promote the use of any Monitoring Services in combination with equipment, software, or other items not intended or authorized for use with the Equipment, or in an application or environment for which they were not designed, or authorize or promote a customer or Client to do so; and (7), not make any statements, claims, representations or warranties relating to Monitoring Services, other than as authorized or made by BI in writing.

6. COST OF SERVICES

6.1 Unit Rental Charge. If renting Units from BI, Agency shall pay to BI a daily rental rate for each Unit, or component thereof as applicable, provided by BI (the “Unit Rental Charge”). The Unit Rental Charge is as set forth on Exhibit A, and may be revised on a periodic basis upon reasonable prior written notice from BI to Agency. Agency or its Clients continued use of the rented Units, or components thereof as the case may be, acknowledges and accepts such modified Unit Rental Charge.

6.2 Service Charge. In addition to the Unit Rental Charge, every Active Unit is subject to a daily service charge for the active Monitoring Service as set forth in Exhibit A. For every Active Day, Agency shall pay to BI an amount based upon the daily service charge.

6.3 Payment Terms. BI will invoice Agency on a monthly basis for all charges incurred during the month. Payment shall be made by Agency to BI within thirty (30) days of invoice date. Interest on any amount which is past due shall accrue at the rate of 1-1/2% per month, or if such rate exceeds the maximum rate allowed by law, then at such maximum rate, and shall be payable on demand.

6.4 Taxes. Except for BI’s net income, Agency will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever together with any interest or penalties that may at any time be lawfully assessed or levied against or with respect to such item of equipment or services.

7. TERM, TERMINATION, RENEWAL

7.1 Term. The initial term of this Agreement is for one (1) year from the Effective Date, and will renew automatically for succeeding periods of one (1) year each on the anniversary of its original effective date unless otherwise terminated as provided for herein (collectively, the “Term”).

7.2 Termination for Convenience. This Agreement may be terminated for convenience by either party upon sixty (60) days prior written notification to the other party.

7.3 Notice. Except as otherwise expressly set forth in this Agreement, all notices with respect to this Agreement shall be in writing and signed by a duly authorized representative of the party. Notices shall be sent by certified mail, overnight international courier with tracking, or physically delivered by messenger. Notices shall be deemed received within five (5) days if sent by certified mail, and within one (1) day if sent by overnight international courier, and day of if delivered by messenger.

7.4 Termination for Default. This Agreement may be terminated by a party upon prior written notice to the other party if the other party defaults on any responsibility and/or obligation under this Agreement, or is in breach of the Agreement, and does not remedy such default or breach within thirty (30) days following the date of receipt of such notice.

7.5 Return. Upon expiration or termination of this Agreement, Agency shall immediately return all BI property due to BI. In the event BI’s Units, unused supplies and other such property are not returned within seven (7) days, Agency shall pay to BI ten dollars (\$10.00) per Unit per day until BI has all such Units and other property in its possession. BI is entitled to full payment for services rendered and accepted by Agency whether during the Term or thereafter.

7.6 Survival. The following sections (and their subsections) shall survive the termination of this Agreement: 6, 7.3, 7.5, 7.6, 8 through 16, and all defined terms used within the foregoing.

8. LIMITATION OF LIABILITY

8.1 Agency will be responsible for the proper use, management and supervision of the Equipment. Agency agrees that BI will not be liable for any damages caused by Agency’s failure to fulfill its responsibilities set forth in this Agreement.

8.2 Disclaimer of Warranty. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BI EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, INCLUDING BUT NOT LIMITED TO THE MONITORING SERVICE, SOFTWARE APPLICATIONS OR EQUIPMENT. THE EXPRESS WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. BI EXPRESSLY DISCLAIMS THAT THE MONITORING SERVICE, SOFTWARE APPLICATIONS OR EQUIPMENT ARE IMPERVIOUS TO TAMPERING, COMPLETE, ACCURATE, RELIABLE, ERROR FREE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, THAT THE PRODUCTS AND SERVICES WILL BE CONTINUOUSLY AVAILABLE, OR THAT DATA ENTERED ARE SECURE FROM UNAUTHORIZED ACCESS.

8.3 Limitation of Damages. IN NO EVENT WILL BI BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF BI HAS KNOWLEDGE OF THE POSSIBILITY OF THE POTENTIAL LOSS OR DAMAGE, IN CONNECTION WITH OR ARISING OUT OF THE PROVIDING, PERFORMANCE, OR USE OF THE MONITORING SERVICE, SOFTWARE APPLICATIONS OR EQUIPMENT PROVIDED UNDER THIS AGREEMENT. BI'S DIRECT LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY AGENCY DURING THE TWELVE MONTHS IMMEDIATELY PRIOR TO THE EVENT THAT GAVE RISE TO THE CLAIM.

8.4 Acts. IN NO EVENT DOES BI ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ACTS THAT MAY BE COMMITTED BY PERSONS AND/OR CLIENTS THAT ARE SUBJECT TO AGENCY'S ELECTRONIC MONITORING PROGRAM.

8.5 Telecom. Agency recognizes and acknowledges that information is transmitted via third-party telecommunications service providers. BI makes no representations or warranties regarding carriage of information over any communications medium not directly controlled by BI, including, but not limited to, wireless and land-line telecommunications services. Further, BI shall not be liable for any interruption of service or non-transfer of information due to interruptions, temporary downtime or other failure to any system that is not directly in BI's control. BI agrees to notify Agency as soon as is practicable in the event BI Equipment is not operational due to any such interruption.

9. INDEMNIFICATION

9.1 Indemnification Obligation. Each party shall indemnify, defend and hold harmless ("**Indemnifying Party**") the other party, and its affiliates, and their respective directors, officers, and employees (collectively, the "**Indemnified Party**"), from and against any third party claims, demands, investigations, suits, or causes of action, and all damages, fines, penalties, other costs and attorney's fees arising therefrom and in connection with the adjudication of the claims for which Indemnifying Party is required to defend the Indemnified Party, or any settlement of such claims (each, a "**Claim**") relating to or arising out of (i) the Indemnifying Party's breach of this Agreement; (ii) the gross negligence or willful misconduct of the Indemnifying Party; provided, however, Indemnifying Party's obligation to indemnify and defend as set forth above shall be reduced to the extent the Claim or portion thereof is caused by the Indemnified Party's gross negligence, willful misconduct or breach of this Agreement; or (iii) with respect to Agency as the Indemnifying Party, all Claims from a customer or Client or its representatives, and all liability resulting from the acts committed by Clients and those persons subject to Agency's electronic monitoring program.

9.2 Indemnification Process. A party's obligations to indemnify the other party with respect to any Claim shall be conditioned upon the Indemnified Party: (i) providing the Indemnifying Party with prompt written notice of such Claim (provided that failure to provide such notice shall not relieve the Indemnifying Party from its obligations under this Section 9 unless the Indemnifying Party's ability to defend or settle the subject Claim has been materially prejudiced), (ii) permitting the Indemnifying Party to assume and solely control the defense of such Claim and all related settlement negotiations, with counsel chosen by the Indemnifying Party, and (iii) cooperating at the Indemnifying Party's request with the defense or settlement of such Claim, which cooperation shall include providing reasonable assistance and information at no cost to the Indemnifying Party. The Indemnifying Party may not settle any Claim unless the terms of the settlement include a full release of the Indemnified Party and does not involve any payment or performance by the Indemnified Party. The Indemnified Party shall have the right to approve any settlement in which the Indemnified Party is required to admit any culpability or that would in the Indemnified Party's reasonable opinion damage its business reputation. Nothing herein will restrict the right of a party to participate in a Claim through its own counsel and at its own expense.

10. OWNERSHIP AND CONFIDENTIALITY/NONDISCLOSURE OBLIGATIONS

10.1 Intellectual Property. As between the parties hereto, BI shall retain all ownership interests in all parts of the Monitoring Services. All rights owned by BI that are not granted by this Agreement, including the right to derivative works, are reserved to BI. All rights, powers and privileges which arise out of this Agreement are, and shall remain at all times, the sole and exclusive

property of BI. Nothing contained in this Agreement shall be deemed to convey to Agency any title or ownership interest in the Equipment or Documentation.

10.2 Confidential Information. Agency agrees to hold in confidence and not disclose to any party, other than authorized employees under similar terms of confidentiality as set forth herein, the Documentation or any confidential information or trade secrets of BI.

10.3 Access. BI will issue Agency a login ID and a password for use in accessing BI TotalAccess and the specific Client information for Agency. The confidentiality of the Monitoring Service and Client information is dependent upon Agency's careful and secure control of the login ID and password. Agency agrees to maintain its password as private and confidential and to take all reasonable measures to maintain the careful control and security of the login ID and password. Agency agrees that each employee or contractor, to be authorized to work with or to have access in any way to the Documentation or trade secrets hereunder, shall agree to be bound by confidentiality, nondisclosure, use, and copying restrictions consistent with those of this Agreement. Agency agrees to notify BI immediately of the existence of any circumstances surrounding any unauthorized knowledge, possession, or use of the login ID and password or any part thereof by any person or entity. BI is not responsible for breaches in security resulting from third party access to Agency's password or account.

10.4 Prohibited Use. Agency shall not itself and also shall not knowingly permit any of its employees, subcontractors, or sublicensees to alter, maintain, enhance, or otherwise modify any part of the Monitoring Service, other than strictly to input, access and update information relating to Clients, as permitted by this Agreement. Agency shall not reverse engineer, reverse compile, reverse assemble or do any other operation or analysis with the Monitoring Service or associated software, hardware, and technology that would reveal any of BI's confidential information, trade secrets, or technology. Agency shall not, and shall take all reasonable actions to cause its employees, agents and subcontractors, if any, not to, during the Term or at any time thereafter, divulge, communicate or utilize, other than in the performance of Agency's obligations under this Agreement, any Confidential Information which Agency's or such person has acquired or may acquire, whether technical or non-technical, relating to the business and affairs of BI.

10.5 Restricted Access. Agency agrees not to make any attempt to gain any unauthorized access to any other user's account or to the systems, networks or databases of the Monitoring Service other than Agency's specific Client information as specifically permitted herein. Violations of the Monitoring Service security system are prohibited and are deemed a material breach of this Agreement and may be reported to applicable authorities. All access to Software Applications are subscription based, and the rights to access such services expire upon the expiration of the applicable order or upon Agency's failure to pay for such services (i.e., services are not perpetual).

11. INSURANCE. Each party hereto shall maintain comprehensive general liability insurance, including acts, errors or omissions and contractual liability insurance, in an amount not less than \$1,000,000. Upon request, the parties hereto shall furnish to the other a certificate of insurance or other evidence that the required insurance is in effect.

12. FORCE MAJEURE. BI shall not be liable for any delay in the performance or nonperformance which is due to causes beyond BI's reasonable control.

13. GENERAL

13.1 Agreement. Any provision of this Agreement which is found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. Preprinted terms and conditions of any purchase order or other instrument issued by Agency in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on BI and will not apply to this Agreement and are hereby rejected by BI. The entire agreement between the parties with respect to the subject matter hereof is contained in this Agreement and the referenced attachments hereto. No prior or contemporaneous negotiations, understandings, or agreements shall be valid unless in writing and signed by authorized representatives of each party. This Agreement shall be binding on and inure to the benefit of the parties hereto and their representatives, successors and assigns.

13.2 Execution. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

13.3 Independent Contractor. Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employee/employer relationship. Agency shall be an independent contractor pursuant to this Agreement. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the

other party or to bind the other party to any contract, agreement or undertaking with any third party. Agency acknowledges that it has not paid a franchise fee of any kind to BI to enter into this Agreement. The parties acknowledge that there is no community of interest between Agency and BI.

13.4 Compliance With Law. Each party shall, at its sole cost and expense, comply with all applicable laws, rules, regulations, decrees, and other requirements (as each of the foregoing may be amended or modified from time to time) relating to or affecting this Agreement and Equipment.

14. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event that a dispute arises with respect to any of the provisions herein contained or any other matter affecting the relationship between BI and Agency it shall be resolved by arbitration in Denver, Colorado in accordance with the rules and procedures of the American Arbitration Association, and judgment upon the award rendered may be entered into any court having jurisdiction. All attorneys' fees and associated expenses (including arbitration and or court costs, witness fees and other reasonable expenses) shall be awarded to the prevailing party.

15. ASSIGNMENT AND SUBCONTRACTING. This Agreement may not be transferred or assigned by Agency or by operation of law to any other person, persons, firms, or corporation without the express written consent of BI. BI shall have the right to subcontract any and all services set forth under this Agreement, so long as BI remains primarily responsible hereunder.

16. DEFINITIONS.

16.1 "Active Unit" means a Unit which is assigned to a Client and activated in TotalAccess.

16.2 "Active Day" means any day, or any portion thereof, in which there is an Active Unit.

16.3 "Authorized Personnel" means those persons selected by Agency who are authorized to enroll Clients and select or adjust notification options.

16.4 "Client" means a person subject to Agency's electronic monitoring program.

16.5 "Confidential Information" means any information which is marked, or should be reasonably understood to be, confidential, proprietary, or trade secrets of BI.

16.6 "Documentation" means user guides, reference manuals, and other documentation provided by BI in connection with the Equipment, and Software Applications used under this Agreement. The Documentation is incorporated herein by this reference and will be provided upon execution of this Agreement.

16.7 "Equipment" or "Unit" means manufactured products and third party products provided by BI, including, but not limited to, GPS tracking devices, radio frequency monitoring devices, transmitters, Drive-BI Monitors, and alcohol monitoring devices.

16.8 "GPS" means a global positioning system.

16.9 "Software Application" means software applications made available by BI for use by Agency and/or Clients under this Agreement, including, but not limited to, BI TotalAccess®, BI Analytics™, and BI SmartLINK™.

16.10 "Supplies" means straps, latches, batteries, and similar items for the Equipment.

(The Remainder of this Page is left Intentionally Blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

BI INCORPORATED

MONROE COUNTY COMMUNITY CORRECTIONS

Signature

Signature

Printed Name

Printed Name

Printed Title

Printed Title

Date

Date

EXHIBIT A

MONITORING SERVICES

- I. Spares Billing Deferment** - Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence for HomeGuard 20|20 and SL3.
- II. Lost & Damaged Equipment Billing** - See Attachment A to Exhibit A for annual lost and damage example.
- III. Equipment; Services and Fees** - Pursuant to Section 6 of the Electronic Monitoring Service Agreement, the cost to Agency for the services rendered by BI is as follows:

A. HOMEGUARD 206 UNIT

Service Type – Standard

HG206 HomeGuard Digital Cell Unit Rental Charge:	\$1.95	per day per Unit from BI inventory.
HG206 HomeGuard Digital Cell Monitoring Service Charge:	\$0.90	per Unit per Active Day.
Total HG206 HomeGuard Digital Cell Unit Charge:	\$2.85	per Unit per day.

ADDITIONAL SERVICES:

- 1. **HG206 HomeGuard Digital Cell Unit No-charge Spares:** Each month during the Term, Agency is entitled to keep up to, but not to exceed, 2 (two) inactive HG206 HomeGuard Digital Cell Units at no charge (not subject to the Unit Rental Charge while not in use). For any inactive HG206 HomeGuard Digital Cell Units in excess of the 2 (two) spares allowance, Agency will incur a \$1.95 charge per unit per day.
- 2. **No HG206 HomeGuard Digital Cell Unit Loss or Damage:** Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged HG206 HomeGuard Digital Cell Units. Replacement costs for HG206 HomeGuard Digital Cell Units are the following: HG206 HomeGuard Digital Cell Receiver - \$1,620.00 each; and HG206 HomeGuard Digital Cell Transmitter - \$575.00 each.
- 3. **Reasonable Supplies:** Service includes reasonable disposable field supplies as required by Agency.

B. HOMEGUARD 20|20 CELL UNIT

Service Type – Standard

HG20 20 HomeGuard Cell Unit Rental Charge:	\$1.95	per day per Unit from BI inventory.
HG20 20 HomeGuard Cell Monitoring Service Charge:	\$0.90	per Unit per Active Day.
Total HG20 20 HomeGuard Cell Unit Charge:	\$2.85	per Unit per day.

ADDITIONAL SERVICES:

- 1. **HG20|20 HomeGuard Cell Unit No-charge Spare(s):** Each month during the Term, Agency is entitled to keep up to, but not to exceed, 2 (two) inactive HG20|20 HomeGuard Cell Units at no charge (not subject to the Unit Rental Charge while not in use). For any inactive HG20|20 HomeGuard Cell Units in excess of the 2 (two) spares allowance, Agency will incur a \$1.95 charge per unit per day.
- 2. **No HG20|20 HomeGuard Cell Unit Loss or Damage:** Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged HG20|20 HomeGuard Cell Units. Replacement costs for HG20|20

HomeGuard Cell Units are the following: HG20|20 HomeGuard Cell Receiver - \$1,500.00 each; and HG20|20 HomeGuard Cell Transmitter - \$350.00 each.

3. **Reasonable Supplies:** Service includes reasonable disposable field supplies as required by Agency.

C. SL2 UNIT

SL2 Unit Rental Charge:	\$2.85	per day per Unit from BI inventory.
SL2 Unit Monitoring Service Charge:	\$2.60	per Unit per Active Day.
Total SL2 Unit Charge:	\$5.45	per Unit per day.

ADDITIONAL SERVICES:

1. **SL2 Unit No-charge Spare(s):** Each month during the Term, Agency is entitled to keep up to, but not to exceed, 8 (eight) inactive SL2 Units at no charge (not subject to the Unit Rental Charge while not in use). For any inactive SL2 Units in excess of the 8 (eight) spares allowance, Agency will incur a \$2.85 charge per unit per day.
2. **No SL2 Unit Loss or Damage:** Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged SL2 Units. Replacement cost for SL2 Units is \$800.00 each.
3. **SL2 Accessories:** BI will provide, at no charge to Agency, one (1) carrying case, one (1) charger, and five (5) mouthpieces per Unit supplied by BI. The cost of any additional chargers or carrying cases shall be borne by Agency. Carrying cases are \$15.00 each and chargers are \$10.00 each. A reasonable number of additional mouthpieces shall be provided as needed at no charge.
4. **SL2 Telco Service Charge:** SL2 Units that are inactive continue to incur telecom fees. BI reserves the right to discontinue (turn off) the telecommunications plan for purchased SL2 units which have not incurred data usage fees for at least 180 consecutive days.

D. SL3 UNIT

SL3 Unit Rental Charge:	\$2.85	per day per Unit from BI inventory.
SL3 Unit Monitoring Service Charge:	\$2.60	per Unit per Active Day.
Total SL3 Unit Charge:	\$5.45	per Unit per day.

ADDITIONAL SERVICES:

1. **SL3 Unit No-charge Spare(s):** Each month during the Term, Agency is entitled to keep up to, but not to exceed, 8 (eight) inactive SL3 Units at no charge (not subject to the Unit Rental Charge while not in use). For any inactive SL3 Units in excess of the 8 (eight) spares allowance, Agency will incur a \$2.85 charge per unit per day.
2. **No SL3 Unit Loss or Damage:** Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged SL3 Units. Replacement cost for SL3 Units is \$800.00 each.
3. **SL3 Accessories:** BI will provide, at no charge to Agency, one (1) carrying case, one (1) charger, and five (5) mouthpieces per Unit supplied by BI. The cost of any additional chargers or carrying cases shall be borne by Agency. Carrying cases are \$15.00 each and chargers are \$10.00 each. A reasonable number of additional mouthpieces shall be provided as needed at no charge.
4. **SL3 Telco Service Charge:** SL3 Units that are inactive continue to incur telecom fees. BI reserves the right to discontinue (turn off) the telecommunications plan for purchased SL3 units which have not incurred data usage fees for at least 180 consecutive days.

E. LOC8 XT

Service Type – Standard

LOC8 XT Component Rental: \$1.85 per day per Unit provided from BI inventory.

OPTION A: LOC8 XT WITH 1.60.W5.C0.ZX SERVICE:

LOC8 XT- GPS Collection Rate once (1) per minute, Data Transmission every 15 minutes, WiFi Locate every 5 minutes (If GPS not found), no Cell Tower Locate (If GPS not found), with Data Transmission at Zone Crossing.

LOC8 XT 1.60.W5.C0.ZX Service: \$1.35 per day per Unit provided from BI inventory.

LOC8 XT 1.60.W5.C0.ZX Total: \$3.20 (total of LOC8 XT Components and
LOC8 XT **1.60.W5.C0.ZX** Service charges)

ADDITIONAL SERVICES:

1. **LOC8 XT Unit No-charge Spares:** Each month during the term of the Agreement, Agency is entitled to keep a quantity of LOC8 XT units equal to, but not to exceed, 30% of that month's average number of active Units per day in its possession at no charge (not subject to the Rental Charge while not in use). For any inactive LOC8 XT Units in excess of the 30% allowance, Agency will incur a \$1.85 charge per unit per day.
2. **No LOC8 XT Unit Loss or Damage:** Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged LOC8 XT Equipment.
3. **Replacement costs:** LOC8 XT Tracking Unit - \$2,099.00 each; LOC8 XT Beacon & Charger Combo - \$300.00 each
4. **Additional Supplies:** . LOC8 XT Wall Charger - \$95.00; LOC8 XT Transfer Battery - \$95.00 each
5. **Reasonable Supplies:** Service includes reasonable disposable field supplies as required by Agency.



BI Incorporated Customer Business Services Department

Example:

Assumptions for illustration purposes:

Customer has a 5% annual lost/damaged allowance on HomeGuard units.

Customer's contract year runs from July 2015 through June 2016.

During the contract year the customer has reported the following equipment as lost.

1 HomeGuard Receiver
Replacement cost = \$1,320.00 each
Subtotal \$1,320.00

2 HomeGuard Transmitters
Replacement cost = \$575.00 each
Subtotal \$1,150.00

During the contract year the customer has reported the following equipment as damaged.

1 HomeGuard Receiver
Repair cost = \$350.00
Subtotal = \$350.00

Total lost and damaged equipment for the contract year was \$2,820.00

Active HomeGuard days for which the customer was billed were as follows:

July 2015	1050	Jan 2016	1125
Aug 2015	1035	Feb 2016.....	1070
Sep 2015	1020	Mar 2016.....	1032
Oct 2015	1005	Apr 2016.....	1016
Nov 2015	929	May 2016	903
Dec 2015	962	June 2016	910

Based on these assumptions, lost/damaged billing is calculated as follows:

- Total Active HomeGuard days for the year = 12,157
- 12,157 active units/day ÷ 365 days = 33.31 average active units over the year
- Allowance = 5% so 33.31 x .05 = 1.67 units allowed

Replacement cost for one complete HomeGuard unit = \$1,895.00
• 1.67 units allowed x \$1,895.00 = \$3,164.65

Customer is allowed to lose HomeGuard equipment worth \$3,164.65 for this contract year.

- Actual lost/damaged equipment was \$2,820.00.
- Since the customer was within their allowance there is no lost/damaged billing for this contract year.

BI LOST & DAMAGED EQUIPMENT BILLING

When a customer has an annual allowance for lost and damaged equipment it means they are allowed to lose or damage equipment up to that annual allowance without incurring any charges. A lost/damaged allowance may either be a fixed quantity of units (i.e. the customer is allowed to lose one unit per year without charge) or a percentage of the average active units for the customer over a year's time. A lost/damaged allowance is specific to one type of equipment, but customers may have allowances for several different equipment types.

Since the allowance is an annual one, lost and damaged billing is calculated at the end of the customer's contract year. (This may or may not coincide with the calendar year). Any equipment reported lost by the customer during the year is logged into a spreadsheet which will be available for review at billing time. Any equipment received back at BI in damaged condition is also logged in this spreadsheet, along with the repair cost. This information is accumulated until the end of the contract year, when billing occurs.

Billing is calculated as follows:

Let's say that a customer has a 5% annual allowance on BI HomeGuard® units. This means the customer is allowed to lose up to 5% of their average active HomeGuard units over a year's time without being billed.

In order to determine the average active HomeGuard units, we will look back at the customer's HomeGuard usage for the 12-month period covered. We add up all Active HomeGuard days for those twelve months and divide by 365. This gives the average HomeGuard units over the year.

This number is multiplied by 5% which tells us how many units the customer is allowed to lose at no charge. We multiply this allowed number by the replacement cost for one complete HomeGuard to determine the dollar value of the allowance. (If the allowance is one fixed unit then the calculation is simpler since we can take the replacement cost for one unit.)

CBS staff will look at all of the lost and damaged equipment for the year in question. CBS will verify that each unit reported lost has not since been returned to BI. (If it has been returned to BI in good condition, it is removed from the lost spreadsheet without penalty to the customer. If it has been returned as damaged, it will no longer be logged with the full replacement cost, but rather the repair cost.) The total repair/replacement cost will be summed and this number compared to the dollar value of the allowance calculated above. The customer will be billed for any lost or damaged charges that exceed the allowance.

Example to the left.



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 Agreement is with Bio-One for clean up of trash, hazardous and other materials from County Property.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="TBD"/>	<input type="text" value="TBD"/>	<input type="text" value="\$3,500 per day, up to 7 days."/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

CLEAN UP CONTRACT

Agreement made the 5th day of October 2022, between Indianapolis Crime Scene Services LLC dba Bio-One NW Indianapolis, (“Contractor”) and Board of Commissioners of Monroe County (“Commissioners”) and the Monroe County Board of Health (“Board”). The Contractor, Commissioners, and Board mutually agree as follows:

1. **Project.** Contractor shall assist the Monroe County Commissioners for providing clean up services, more particularly described in Exhibit A.
2. **Term.** Work shall begin on Thursday and last up to Seven (7) days, unless otherwise agreed, in writing by the Board of Commissioners and Contractor. Richard Crider shall coordinate the work.
3. **Cost.** The rate shall be \$3,500 per day for up to 7 days, unless otherwise agreed in writing executed by both parties.
4. **Worker’s Compensation.** Contractor shall purchase and maintain a policy of Worker’s Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Commissioners before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
5. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Commissioners before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.
6. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the County from all claims, costs or suits of whatever nature, including attorneys’ fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board of its employees.
7. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

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

8. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board

for any fines or expenses of any nature which it might incur from Contractor's noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:

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

9. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee of the Commissioners, Board, or Health Officer for any purpose. For the purpose of enforcing order of the Health Orders as found in IC 16-20-1, Contractor shall be an agent of the Health Officer and Health Board.. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.

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

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

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

Indianapolis Crime Scene Services LLC
"Contractor"

Board of Commissioners of Monroe County
"Commissioners"

by

Date _____

ATTEST: _____, 2022

Catherine Smith, Auditor

EXHIBIT A

- 1) The work will be undertaken by Indianapolis Crime Scene Services LLC dba Bio-One NW Indianapolis.
- 2) The project will be undertaken per agreement on behalf of the County Commissioners of Monroe County, IN, and at the direction of Jeff Cockerill, the County Attorney, Justin Baker, of Emergency Management, and Richard Crider.
- 3) The scope of the project is to include the homeless encampment throughout the area on the property located in and around the wooded area behind Nase Storage, 630 S Patterson Dr. Bloomington, IN 47403.
- 4) The rate will be at \$3,500 per day.
- 5) This project is anticipated to span up to seven days.
- 6) The Monroe County Sheriff's Office is anticipated to have deputy sheriffs enforce the vacate order on or before Thursday, October 6, 2022, at approximately 9:00 am.
- 7) Weather permitting, work by Bio-One NW Indianapolis will commence on Thursday, October 6, 2022, at approximately 9:30 am.
- 8) The day shall commence at approximately 9:30 am and end at approximately 5:00 pm. A lunch hour and reasonable breaks will be incorporated within each day. The days and hours schedule shall be contingent upon weather and other factors beyond the control of Bio-One NW Indianapolis.
- 9) While there has been notice to occupants of the homeless encampment prior to the execution of the vacate order and belongings left behind could reasonably be construed and classified by Bio-One NW Indianapolis as abandoned property, a reasonable effort will be undertaken by Bio-One NW Indianapolis personnel to identify and separate trash from items that may have real, perceived, or sentimental value. Bio-One NW Indianapolis shall have the authority and sole discretion for the determination and classification of abandoned property items left behind in the homeless encampments. Bio-One NW Indianapolis cannot guarantee that all items of real, perceived, or sentimental value will be correctly identified, as well as transported, and/or stored in a safe manner at its destination.
- 10) Monroe County will provide for the utilization and transportation of dumpsters and containment units as needed for trash and personal effects, separately classified, that are collected from the homeless encampment.
- 11) Monroe County Highway Department will provide equipment and manpower to operate the equipment to facilitate the movement of trash and personal effects from the homeless encampment located throughout the area to the dumpsters and containers.
- 12) Bio-One NW Indianapolis personnel will be the only ones who will touch or otherwise handle the components of the homeless encampment. Highway Department and other Monroe County personnel are not expected to assist with that aspect of this endeavor.
- 13) Bio-One NW Indianapolis will handle any discovered needles via sharps container disposal protocols.
- 14) Bio-One NW Indianapolis will refer any discovered firearms or schedule classified drugs or narcotics to the Monroe County Sheriff's Office for investigation and disposition.
- 15) Following completion of the work, an invoice will be generated by Bio-One NW Indianapolis.
- 16) The check for this project should be remitted within 15 days following receipt of invoice for this project as follows: Indianapolis Crime Scene Services LLC dba Bio-One NW Indianapolis, 1158 Baltustrol Run, Avon, IN 46123-7078



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 Agreement with Hydrogeology, Inc to conduct a Karst Study for the Fullerton Pike property.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="TBD"/>	<input type="text" value="TBD"/>	<input type="text" value="\$3,300"/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

KARST SURVEY CONTRACT

Agreement made the 5th day of October 2022, between Hydrogeology, Inc., (“Contractor”) and Board of Commissioners of Monroe County (“Commissioners”). The Contractor and Commissioners mutually agree as follows:

1. **Project.** Contractor shall provide a Karst Study for the property the County is contemplating purchasing, more particularly described in Exhibit A.
2. **Term.** Work shall begin on upon execution of this agreement; the work shall be done prior to November 7th, 2022, unless otherwise agreed, in writing by the Board of Commissioners and Contractor. Richard Crider shall coordinate the work for the Commissioners.
3. **Cost.** The cost shall be \$3,300, payable upon contractor’s completion of the report and submission of the invoice.
4. **Worker’s Compensation.** Contractor shall purchase and maintain a policy of Worker’s Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Commissioners before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
5. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Commissioners before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.
6. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the County from all claims, costs or suits of whatever nature, including attorneys’ fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board of its employees.
7. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

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

8. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor’s

noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:

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

9. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee of the Commissioners, Board, or Health Officer for any purpose. For the purpose of enforcing order of the Health Orders as found in IC 16-20-1, Contractor shall be an agent of the Health Officer and Health Board.. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
10. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
11. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana.

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

Hydrogeology, Inc.
"Contractor"

Board of Commissioners of Monroe County
"Commissioners"

by

Date _____

ATTEST: _____, 2022

Catherine Smith, Auditor



1211 S Walnut St
Bloomington, IN 47401

VET Environmental
Sara Hamidovic
2335 West Fountain Drive
Bloomington, IN 47404

Date: September 27, 2022

Subject:
Monroe County – Karst Survey

Contact:
Jason Krothe

Phone:
812-219-0210

Ms. Hamidovic,

Email: jnkrothe@hydrogeologyinc.com

Hydrogeology Inc. (HGI) respectfully submits the attached cost estimate to conduct a karst survey for the 90-acre property located at S State Road 37 in Bloomington, IN (Figure 1). The tasks included in this scope of work are as follows:

Task 1: Desktop Review

HGI will review relevant karst resources for the properties. This will include geologic maps, topographic maps, LIDAR data, cave maps, IDNR well logs, and other relevant resources.

Task 2: Field Review

HGI will conduct a field review of the property to identify karst features. Any identified karst feature will be photographed, described, and staked or flagged for survey.

Task 3: Summary Report

HGI will provide of summary report of the findings from Tasks 1 & 2. HGI will also include recommended strategies to minimize impacts to any identified karst features from development at the site.

The estimated cost for completing this scope of work can be viewed in Table 1. We can begin work on this project immediately upon receiving notification to proceed. Once notice to proceed is given, Tasks 1 through 3 can be completed within 2 weeks. If you have any questions, please do not hesitate to contact me at (812) 219-0210.

Sincerely,

Hydrogeology Inc.

Jason Krothe, LPG #2511
President

hydrogeology inc.

1211 S Walnut St
Bloomington, IN 47401

Estimated Costs

Subject: Monore County - Karst Survey

Submitted To: Sara Hamidovic, VET Environmental

Submitted By: Jason Krothe / Hydrogeology Inc.

Date: 9/27/22

Task 1 - Desktop Review

Labor	Number of Hours	Hourly Rate	Cost
Geologist	4	\$150.00	\$600.00

Task Cost	\$600.00
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Task 2 - Field Review

Labor	Number of Hours	Hourly Rate	Cost
Geologist	8	\$150.00	\$1,200.00

Task Cost	\$1,200.00
-----------	------------

Task 3 - Summary Report

Labor	Number of Hours	Hourly Rate	Cost
Geologist	10	\$150.00	\$1,500.00

Task Cost	\$1,500.00
-----------	------------

Task 4 - Plan Commission Preparation & Meeting

Labor	Number of Hours	Hourly Rate	Cost
Geologist		\$150.00	\$0.00

Task Cost	\$0.00
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Estimate Total	\$3,300.00
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FIGURE 1 - PROPERTY (pink boundary)



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 Agreement with Deckard Land Surveying, LLC to conduct a boundary and topographical survey of the Fullerton Pike property.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="TBD"/>	<input type="text" value="TBD"/>	<input type="text" value="Est. \$16,000"/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

BOUNDARY AND TOPOGRAPHICAL SURVEY CONTRACT

Agreement made the 5th day of October 2022, between Deckard Land Surveying, Inc. (“Contractor”) and Board of Commissioners of Monroe County (“Commissioners”). The Contractor and Commissioners mutually agree as follows:

1. **Project.** Contractor shall provide a Boundary and Topographical Survey for the property the County is contemplating purchasing.
2. **Term.** Work shall begin on upon execution of this agreement; the work shall be done prior to December 1, 2022, unless otherwise agreed, in writing by the Board of Commissioners and Contractor. Richard Crider shall coordinate the work for the Commissioners.
3. **Cost.** The cost shall not exceed \$16,000, payable upon contractor’s completion and submission of the work and invoice.
4. **Worker’s Compensation.** Contractor shall purchase and maintain a policy of Worker’s Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Commissioners before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
5. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Commissioners before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.
6. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the County from all claims, costs or suits of whatever nature, including attorneys’ fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board of its employees.
7. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

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

8. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor’s

noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:

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

9. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee of the Commissioners, Board, or Health Officer for any purpose. For the purpose of enforcing order of the Health Orders as found in IC 16-20-1, Contractor shall be an agent of the Health Officer and Health Board.. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
10. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
11. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana.

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

Deckard Land Surveying, Inc.
"Contractor"

Board of Commissioners of Monroe County
"Commissioners"

by

Date _____

ATTEST: _____, 2022

Catherine Smith, Auditor



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

The supplemental agreement is for DNR Permit and Hydraulic Modeling for Bridge #308, Rockport Road.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Cumulative Bridge"/>	<input type="text" value="1135"/>	<input type="text" value="\$17,800.00"/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

Monroe County Board of Commissioners Agenda Request - Grant

REQUIRED

Federal Agency

INDOT

Federal Program

Transportation

CFDA#

20.205

Federal Award Number and Year (or other ID)

FY2023

Pass Through Entity:

Des#1902772

Request completed by:

Lisa Ridge

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

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

SUPPLEMENTAL AGREEMENT
NO. 1

This Supplemental Agreement, made and entered into this ____ day of _____, 2022, by and between Monroe County, Indiana, acting by and through its Board of County Commissioners (hereinafter referred to as the "OWNER"), and Beam, Longest and Neff, L.L.C., Consulting Engineers, 8320 Craig Street, Indianapolis, Indiana 46250 (hereinafter referred to as the "CONSULTANT").

WITNESSETH:

WHEREAS, the OWNER and the CONSULTANT did enter into an Agreement, dated July 27, 2020, to provide professional engineering services for the replacement of Monroe County Bridge No. 308, Rockport Road over Branch of Clear Creek, and,

WHEREAS, the Project now requires an IDNR Permit due to changes in the Urban Boundary Map for the City of Bloomington, and,

WHEREAS, the CONSULTANT is qualified and prepared to perform the services required in said work and they agree to perform such services under the terms and conditions herein set forth, and,

WHEREAS, in order to provide for completion of the work as modified, it is necessary to amend and supplement the original Agreement,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. On page 1 of the original Agreement, under Section IV, the not to exceed amount is increased by \$17,800.00 to \$338,500.00
2. On page 2, Appendix "A" of the original Agreement, under Item 6, paragraph 6.1, add one (1) IDNR Permit with FIS Study.
3. On page 1, Appendix "D" of the original Agreement, under Item A, paragraph 1, the not to exceed amount is increased by \$17,800.00 to \$338,500.00 and the not to exceed amount for Sections A.1-A.7 is increased by \$17,800.00 to \$328,500.00.
4. On page 1, Appendix "D" of the original Agreement, under Item A, paragraph 2, line item d., the lump sum amount is increased by \$11,900.00 to \$150,600.00.
5. On page 2, Appendix "D" of the original Agreement, under Item A, paragraph 5, the not to exceed amount is increased by \$5,900.00 to \$41,900.00.

- 6. Except as herein modified, changed and supplemented, all terms of the original Agreement, dated July 27, 2020, shall continue in full force and effect.

IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement No. 1 the day and year first above mentioned.

CONSULTANT:
BEAM, LONGEST AND NEFF, L.L.C.

OWNER:
BOARD OF COUNTY COMMISSIONERS
MONROE COUNTY, INDIANA

DocuSigned by:
James B. Longest

(President)

ATTEST:

ATTEST:

**FEE JUSTIFICATION EXHIBIT
MANHOURS BY CLASSIFICATION
IDNR PERMIT SUPPLEMENT**

OWNER: Monroe County
PROJECT: Replacement of Bridge 308
DESCRIPTION: DNR Permit with FIS Study

Task	Manhours by Classification				Total
	Dept. Manager	Project Manager	Project Engineer	GAD Tech	
Review IDNR Permit Comments					0
Hydraulic Analysis - Duplicative Effective Model					0
Hydraulic Analysis - Corrected Effective Model					0
Hydraulic Analysis - Pre-project Model					0
Hydraulic Analysis - Post-project Model					0
Hydraulic Analysis Summary					0
Hydraulic Modeling Checklist	0	2	4	0	6
Coordination Meeting w/ IDNR	0	0	4	0	4
Tree Mitigation		4	8	12	24
Total Hours	0	6	16	12	34
Hourly Rate	\$75.69	\$67.92	\$48.92	\$37.79	
Total Labor	\$0.00	\$407.52	\$782.72	\$453.48	\$1,643.72
Overhead (184.34%)					\$3,030.03
Labor + Overhead					\$4,673.75
Profit (15%)					\$701.06
FCCM (0.10%)					\$1.64
Sub Total					\$5,376.46
Direct Non-Salary Costs					\$500.00
Total					\$5,876.46
USE					\$5,900.00

**FEE JUSTIFICATION EXHIBIT
MANHOURS BY CLASSIFICATION
HYDRAULIC MODELING**

OWNER: Monroe County
PROJECT: Replacement of Bridge 308
DESCRIPTION: Hydraulic Modeling

Task	Manhours by Classification				Total
	Dept. Manager	Project Manager	Project Engineer	GAD Tech.	
Review IDNR Permit Comments	0	0	0		0
Hydraulic Analysis - Duplicative Effective Model	0	2	4	0	6
Hydraulic Analysis - Corrected Effective Model	0	4	12	0	16
Hydraulic Analysis - Pre-project Model	0	4	16	0	20
Hydraulic Analysis - Post-project Model	0	4	16	0	20
Hydraulic Analysis Summary	0	2	4	0	6
Hydraulic Modeling Checklist					0
Coordination Meeting w/ IDNR					0
Tree Mitigation					
Total Hours	0	16	52	0	68
Hourly Rate	\$75.69	\$67.92	\$48.92	\$37.79	
Total Labor	\$0.00	\$1,086.72	\$2,543.84	\$0.00	\$3,630.56
Overhead (184.34%)					\$6,692.57
Labor + Overhead					\$10,323.13
Profit (15%)					\$1,548.47
FCCM (0.10%)					\$3.63
Sub Total					\$11,875.24
Direct Non-Salary Costs					
Total					\$11,875.24
USE					\$11,900.00



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

INDOT has a new process for change orders, so this is to actually eliminate change order #4 and it will be resubmitted in the new process.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Sample Road Phase I"/>	<input type="text" value="8161"/>	<input type="text" value="0.00"/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

Monroe County Board of Commissioners Agenda Request - Grant

REQUIRED

Federal Agency	INDOT	Federal Program	Transporation
CFDA#	20.205	Federal Award Number and Year (or other ID)	FY2022
Pass Through Entity:	Des #1400783		
Request completed by:	Lisa Ridge		

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

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

Contract No:R -37596

Change Order No.: 004

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Page: 1

Contract Information

District:SEYMOUR DISTRICT

Contract No.: R -37596

AE:Wren, Rachel

Letting Date:04/07/2021

PE/S:Nelson, Paul

Status:Pending

Change Order Information

Date Generated: 08/09/2022

Change Order No.: 004

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: ERRORS & OMISSIONS, Item Related

Description: Replace CO#2 Structure removal in RW

Original Contract Amount \$ 4,967,500.00

Current Change Order Amount \$ 0.00

Percent: 0.000 %

Total Previous Approved Changes \$ 3,690.95

Percent: 0.074 %

Total Change To-Date \$ 3,690.95

Percent: 0.074 %

Modified Contract Amount \$ 4,971,190.95

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0 SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE: _____ DCE: _____ SCE: _____ DDCM: _____

SS Days _____ SP Days Value \$ _____

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority AE: _____ DCE: _____ SCE: _____ * DDCM: _____ *
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) (- LE \$ 2 M -) (- GT \$ 2 M -)
(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by _____ Date Issued _____

Total Change To-Date>5%? Y / N If Y, Copy to Program Budget Manager _____

Scope/Design Recommendation Required? Y / N If Y, Referred to Project Manager(PM) _____

Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____

If N,Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA _____ Date Returned _____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract No: R-37596
Change Order No: 004

INDIANA
Department of Transportation

Date: 09/20/2022
Page: 3

Contract: R-37596
Project: 1400783 - State: 140078300LC5
Change Order Nbr: 004
Change Order Description: Replace CO#2 Structure removal in RW
Reason Code: ERRORS & OMISSIONS, Item Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0117	1400783	0125	202-12410	EACH	3,690.950	-1.000	C	Amount:\$ -3,690.95
Item Description: HOUSES AND BUILDINGS SMALL REMOVE Supplemental Description1: Removal of Garage in right of way missed in the plans Supplemental Description2:								
0227	1400783	0126	202-12410	EACH	3,690.950	1.000	C	Amount:\$ 3,690.95
Item Description: HOUSES AND BUILDINGS SMALL REMOVE Supplemental Description1: Removal of Garage in RW missing Pay Item Supplemental Description2:								

Total Value for Change Order 004 = \$ 0.00

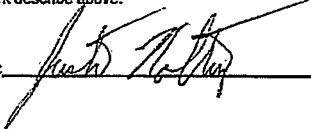
Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.
General or Standard Change Order Explanation

This change order is being generated to replace Change Order #2 to better describe the reason for the change order. It was discovered when the construction layout engineer was staking right of way that a garage structure located at 43+43.60 RT 50 Ft Line "PR-A" was in the right of way and noted on plans to be removed. This structure was picked up in the design phase and noted on the plans as being in the right of way and needed to be removed for construction, but the pay item for this work was missed, causing this change order to fall under errors and omission item related. The contractor (Force Construction Company) has submitted a Change Order Request Form and back up documentation for cost to remove garage structure (both are attached to this change order). We have reviewed back up documentation and find it to be satisfactorily priced to complete removal of the garage structure and no time extension for this work is needed.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.
Notification and consent to this change order is hereby acknowledged.

Contractor: Force Construction Co., Inc.

Signed By: 

Date: 09/21/2022

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:R -37596
Change Order No:004

INDIANA
Department of Transportation

Date:09/20/2022
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S *Paul Nelson*

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
Project Engineer/Supervisor	Nelson, Paul	00/00/0000	Action Pending



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

Amend Ordinance 86-12 to add the following yield locations: Roundabout for Woodyard Road & Smith Pike, all approaches, Roundabout for Curry Pike & Woodyard Road, all approaches, Roundabout for Profile Parkway & Sunrise Greetings Court, all approaches
Amend Ordinance 86-09 to delete the following 40 mph location: Strain Ridge Road (Green Street to Pointe Road)
Amend Ordinance 86-09 to delete the following 35 mph location: Victor Pike (SR 37 - Church Lane)
Amend Ordinance 86-09 to delete the following 30 mph locations: Victor Pike (Church Lane - That Road) and Strain Ridge Road (Fairfax Road - Green Street)
Amend Ordinance 86-09 to add the following 35 mph location: Strain Ridge Road (Scott Lane - Pointe Road)
Amend Ordinance 86-09 to add the following 30 mph location: Victor Pike (SR 37 - That Road) and Strain Ridge Road (Fairfax Road - Scott Lane)
Amend Ordinance 86-06 to delete the following stop location: Smith Pike for Woodyard Road
Amend Ordinance 00-32 to delete the following signal locations: Curry Pike & Woodyard Road, Business 37 South & Gordon Pike/Rhorer Road, Rogers Street & Country Club Drive, Business 37 South & Fairfax Road/Church Lane, Curry Pike & Jonathon Drive/GE Entrance
Amend Ordinance 00-32 to add the following signal locations: Rhorer Road & Walnut Street Pike, Endwright Road & Wendys Way (HAWK), Gifford Road & Pedestrian Railroad Crossing (HAWK), Vernal Pike & Loesch Road (HAWK), Old SR 37 South & Fairfax Road/Church Lane, Curry Pike & Jonathan Drive/Cook Entrance

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

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

An ordinance to amend various traffic ordinances listed below in the Monroe County Code.

SECTION I

An ordinance to amend Ordinance 86-12 regarding regulatory yield conditions for vehicular traffic on designated roads, streets, etc., in Monroe County, Indiana.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, BLOOMINGTON, INDIANA, AS FOLLOWS:

Appendix A of Ordinance 86-12 is amended by the **addition** of the following **yield** location:

- **Roundabout for Woodyard Road & Smith Pike, all approaches**
- **Roundabout for Curry Pike & Woodyard Road, all approaches**
- **Roundabout for Profile Parkway & Sunrise Greetings Court, all approaches**

SECTION 4: Any vehicle operator who is found to violate any provision of this ordinance commits a Class E Ordinance violation, and a Class D ordinance violation for each subsequent violation. The vehicle operator shall be fined in accordance with Monroe County Code Chapter 115.

SECTION II

An ordinance to amend Ordinance 86-09 regarding regulatory speed conditions for vehicular traffic on designated roads, streets, etc., in Monroe County, Indiana.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, BLOOMINGTON, INDIANA, AS FOLLOWS:

That Appendix A of Ordinance 86-09 is amended by the **deletion** of the following **40 mph** locations:

- **Strain Ridge Road (Green Street to Pointe Road)**

That Appendix A of Ordinance 86-09 is amended by the **deletion** of the following **35 mph** locations:

- **Victor Pike (SR 37 – Church Lane)**

That Appendix A of Ordinance 86-09 is amended by the **deletion** of the following **30 mph** locations:

- **Victor Pike (Church Lane – That Road)**
- **Strain Ridge Road (Fairfax Road – Green Street)**

That Appendix A of Ordinance 86-09 is amended by the **addition** of the following **35 mph** locations:

- **Strain Ridge Road (Scott Lane – Pointe Road)**

That Appendix A of Ordinance 86-09 is amended by the **addition** of the following **30 mph** locations:

- **Victor Pike (SR 37 – That Road)**
- **Strain Ridge Road (Fairfax Road – Scott Lane)**

SECTION 4: Any vehicle operator who is found to violate any provision of this ordinance commits a Class E Ordinance violation, and a Class D ordinance violation for each subsequent violation. The vehicle operator shall be fined in accordance with Monroe County Code Chapter 115.

SECTION III

An ordinance to amend Ordinance 86-06 regarding regulatory stop conditions for vehicular traffic on designated roads, streets, etc., in Monroe County, Indiana.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, BLOOMINGTON, INDIANA, AS FOLLOWS:

That Appendix A of Ordinance 86-06 is amended by the **deletion** of the following **stop** location:

- **Smith Pike for Woodyard Road**

SECTION 4: Any vehicle operator who is found to violate any provision of this ordinance commits a Class E Ordinance violation, and a Class D ordinance violation for each subsequent violation. The vehicle operator shall be fined in accordance with Monroe County Code Chapter 115.

SECTION IV

An ordinance to amend Ordinance 00-32 regarding regulatory signal conditions for vehicular traffic on designated roads, streets, etc., in Monroe County, Indiana.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, BLOOMINGTON, INDIANA, AS FOLLOWS:

That Appendix A of Ordinance 00-32 is amended by the **deletion** of the following **signal** locations:

- **Curry Pike & Woodyard Road**
- **Business 37 South & Gordon Pike/Rhorer Road**
- **Rogers Street & Country Club Drive**
- **Business 37 South & Fairfax Road/Church Lane**
- **Curry Pike & Jonathon Drive/GE Entrance**

That Appendix A of Ordinance 00-32 is amended by the **addition** of the following **signal** locations:

- **Rhorer Road & Walnut Street Pike**
- **Endwright Road & Wendys Way (HAWK)**
- **Gifford Road & Pedestrian Railroad Crossing (HAWK)**
- **Vernal Pike & Loesch Road (HAWK)**
- **Old SR 37 South & Fairfax Road/Church Lane**
- **Curry Pike & Jonathan Drive/Cook Entrance**

SECTION 4: Any vehicle operator who is found to violate any provision of this ordinance commits a Class E Ordinance violation, and a Class D ordinance violation for each subsequent violation. The vehicle operator shall be fined in accordance with Monroe County Code Chapter 115.

Passed and adopted by the Board of Commissioners of Monroe County, on this 5th day of October, 2021.

BOARD OF COMMISSIONERS

"YES" VOTES (AYES)

"NO" VOTES (NAYS)

JULIE THOMAS
PRESIDENT

JULIE THOMAS
PRESIDENT

PENNY GITHENS
VICE PRESIDENT

PENNY GITHENS
VICE PRESIDENT

LEE JONES

LEE JONES

ATTEST:

CATHERINE SMITH
MONROE COUNTY AUDITOR

CERTIFICATION OF PUBLICATION AND EFFECTIVE DATE

I hereby certify that the publication requirements of IC 36-2-4-8(b) have been fulfilled by the publication of this ordinance, after adoption by the Board of Commissioners, in the Herald Times (Bloomington) and the Hoosier Times (Bedford) on _____ and _____. Thus the effective date of the ordinance is _____, Catherine Smith, Monroe County Auditor.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

The supplemental is for utility potholing, additional design services, additional geotechnical investigation for pavement, boardwalk foundations and a culvert extension since the route modification was approved.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="GO Bond- Trail Expansion"/>	<input type="text" value="4813"/>	<input type="text" value="\$22,000.00"/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

Monroe County Board of Commissioners Agenda Request - Grant

REQUIRED

Federal Agency	INDOT	Federal Program	Transportation
CFDA#		Federal Award Number and Year (or other ID)	
Pass Through Entity:	Des #1900405		
Request completed by:	Lisa Ridge		

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

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

SUPPLEMENTAL AGREEMENT NO. 2

THIS SUPPLEMENTAL AGREEMENT, made and entered into this _____ day of _____, 2022, by and between THE BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA, hereinafter referred to as the "**LOCAL PUBLIC AGENCY**" or "**LPA**", and BUTLER, FAIRMAN and SEUFERT, INC., hereinafter referred to as the "**CONSULTANT**."

WITNESSETH

WHEREAS, on December 9, 2020, the **LPA** entered into an Agreement with the **CONSULTANT** for engineering and design of Karst Farm Greenway Connector, known as Designation No. 1900405 (hereinafter referred to as the "Original Agreement"), and

WHEREAS, it has been determined that the original greenway route between the existing Karst Farm Greenway and Curry Pike has been revised, and

WHEREAS, the development of the new route between the existing Greenway and Curry Pike will require a geotechnical investigation for pavement, boardwalk foundations, and a culvert extension, and

WHEREAS, additional utility location information has been obtained that indicates the area of buried utilities may be larger than previously anticipated, and

WHEREAS, it has been determined by the **LPA** and the **CONSULTANT** that certain amendments and additions to the Original Agreement are necessary to meet the desired goals of the **LPA**;

NOW, THEREFORE, it is agreed as follows:

1. The **CONSULTANT** shall cause to be made, through a sub-consultant provider, a complete geotechnical investigation, including field explorations, testing and recommendations related to pathway pavement, boardwalk foundations, and a culvert extension along the new route, and
2. The **CONSULTANT** shall cause to be made, through a sub-consultant provider, a complete Subsurface Utility Investigation (SUI), including potholing and location services

in an expanded area to identify the project's known conflict points and missing utility location information needed to complete the project, and

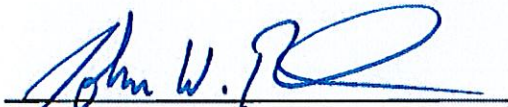
WHEREAS, other additional services requested by the **LPA** will be provided under the Changes in Work portion of the Original Agreement.

NOW, THEREFORE, to initiate the amended and additional design services for the project, the parties agree that the Original Agreement be modified by this Supplemental Agreement No. 2; therefore, the lump sum fee for this work shall remain \$242,300.00; the Not-to-Exceed fee for this work shall increase by \$22,000.00, from \$55,600.00 to \$77,600.00; and, the total compensation for the work shall therefore be increased by \$22,000.00 from \$297,900.00 to \$319,900.00. A summary of fees is included within Exhibit "A", attached hereto.

IN TESTIMONY WHEREOF, the parties hereto have made and executed this **SUPPLEMENTAL AGREEMENT NO. 2**.

CONSULTANT:
BUTLER, FAIRMAN and SEUFERT, INC.

LOCAL PUBLIC AGENCY:
BOARD OF COMMISSIONERS
MONROE COUNTY, INDIANA



John W. Brand, President

Julie Thomas, President

Penny Githens, Vice President

Lee Jones, Commissioner

**EXHIBIT "A"
FEE SUMMARY**

<u>Scope of Work</u>	<u>Original</u>	<u>Supplemental Agreement No. 1</u>	<u>Supplemental Agreement No. 2</u>	<u>Total</u>
Topographic Survey Services	\$ 39,900.00	\$ 12,500.00	\$ 0.00	\$ 52,400.00
Environmental Documentation (Categorical Exclusion)	\$ 19,700.00	\$ 0.00	\$ 0.00	\$ 19,700.00
Greenway/Path Design	\$ 69,000.00	\$ 14,000.00	\$ 0.00	\$ 83,000.00
Traffic Signal Design	\$ 10,300.00	\$ 0.00	\$ 0.00	\$ 10,300.00
IDNR Construction in Floodway Permit	\$ 4,500.00	\$ 2,300.00	\$ 0.00	\$ 6,800.00
Utility Coord. & Cert. - Design	\$ 9,300.00	\$ 3,200.00	\$ 0.00	\$ 12,500.00
Utility Coord. During Relocations	\$ 3,800.00	\$ 0.00	\$ 0.00	\$ 3,800.00
IDEM Rule Erosion & Sediment Permit	\$ 4,200.00	\$ 0.00	\$ 0.00	\$ 4,200.00
Establish R/W, Prop Lines, R/W Coord.	\$ 6,500.00	\$ 3,000.00	\$ 0.00	\$ 9,500.00
R/W Plans	\$ 8,600.00	\$ 3,900.00	\$ 0.00	\$ 12,500.00
R/W Staking	\$ 4,500.00	\$ 0.00	\$ 0.00	\$ 4,500.00
Additional Information (AI) Environmental Documentation	\$ 0.00	\$ 13,400.00	\$ 0.00	\$ 13,400.00
USACE 404 Permit & IDEM 401 WQC	\$ 0.00	\$ 4,700.00	\$ 0.00	\$ 4,700.00
FQA/In-Lieu Mitigation Forms	\$ 0.00	\$ 1,500.00	\$ 0.00	\$ 1,500.00

<u>Scope of Work</u>	<u>Original</u>	<u>Supplemental Agreement No. 1</u>	<u>Supplemental Agreement No. 2</u>	<u>Total</u>
Culvert Hydraulic Analysis & Design	\$ 0.00	\$ 3,500.00	\$ 0.00	\$ 3,500.00
Total Lump Sum	\$ 180,300.00	\$ 62,000.00	\$ 0.00	\$ 242,300.00
T&E Reports (10 parcels @ \$500 ea.)	\$ 5,000.00	\$ 0.00	\$ 0.00	\$ 5,000.00
Legal Descr. & Land Plats (6 9 Parcels @ \$2100 each)	\$ 12,600.00	\$ 6,300.00	\$ 0.00	\$ 18,900.00
Appraisal Problem Analysis: (10 parcels @ \$350 each)	\$ 3,500.00	\$ 0.00	\$ 0.00	\$ 3,500.00
On-Call Additional Services (Hourly, Not-to-Exceed)	\$ 5,000.00	\$ 0.00	\$ 0.00	\$ 5,000.00
Utility Relocation Staking (Hourly, Not-to-Exceed)	\$ 3,400.00	\$ 0.00	\$ 0.00	\$ 3,400.00
Follow-up Utility Survey (Hourly, Not-to-Exceed)	\$ 3,600.00	\$ 1,000.00	\$ 0.00	\$ 4,600.00
Subsurface Utility Investigation (SUI) (sub-consultant)	\$ 0.00	\$ 10,000.00	\$ 5,000.00	\$ 15,000.00
Subsurface Utility Engineering (SUE) (Hourly, Not-to-Exceed)	\$ 0.00	\$ 5,200.00	\$ 0.00	\$ 5,200.00
Geotechnical Investigation (sub-consultant)	\$ 0.00	\$ 0.00	\$ 17,000.00	\$ 17,000.00
Total of Not-to-Exceed	\$ 33,100.00	\$ 22,500.00	\$ 22,000.00	\$ 77,600.00
Totals	\$ 213,400.00	\$ 84,500.00	\$ 22,000.00	\$ 319,900.00



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

The petition site is one parcel totaling 7 +/- acres located in Bloomington Township at 4595 N Maple Grove Road. The petition site is zoned Estate Residential 1 (RE1) under Chapter 833 of the Monroe County Zoning Ordinance. The petitioner is requesting to rezone the site to add it to the Historic Preservation Overlay (Primary) District.

The most recent Indiana Historic Sites and Structures Inventory (IHSSI) County Survey for Monroe County is made available via the State Historic Architectural and Archaeological Research Database (SHAARD). The 2014 IHSSI survey ranks the Ben Owens Farmstead as Outstanding (O).

The Monroe County Interim Report 1989, ranks the Owens Farm as Outstanding (O). The rating "O" means that the property has enough historic or architectural significance that it is already listed, or should be considered for individual listing, in the National Register of Historic Places. Outstanding resources can be of local, state, or national importance. The Historic Preservation Overlay does not negate the underlying Estate Residential 1 (RE1) zoning district.

Properties within the HP Overlay are subject to the regulations for both the zoning district and the HP Overlay. If there is conflict between the requirements of the zoning district and the requirements of the Historic District, the more restrictive requirements apply. It is important to note that the Historic Preservation Overlay regulations are concerned with exterior appearance and preservation of historic features, and not with other zoning or land use requirements.

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

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:


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

TO: THE COMMISSIONERS OF MONROE COUNTY, INDIANA

CERTIFICATION

I, Jackie N. Jelen, hereby certify that during its meeting on August 16th, 2022 the Monroe County Plan Commission considered Petition No. REZ-22-6 for a Zoning Map Amendment (Ordinance No. 2022-31) to the Monroe County Zoning Ordinance and made a positive recommendation to approve thereon, based on the findings, conditions, and Highway Department reports, with a vote of 7-0.

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



Jackie N. Jelen
Planning Director

8/22/22
Date

ORDINANCE NO. 2022-31

Ray Barn Renovation HP Overlay 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) 7 +/- total acre parcel in Section 18 of Bloomington Township at 4595 N Maple Grove Road (Parcel #: 53-05-18-400-068.000-004) to include the Historic Preservation Overlay.

SECTION II.

The following Historic Preservation Overlay criteria have been met:

1. An association with events that have made a significant contribution to the broad patterns of County history;
2. The distinctive characteristics of a type, period or method of construction;
3. High artistic values;

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 ___th day of September 2022.

BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA

"Yes" Votes

"No" Votes

Julie Thomas, President

Julie Thomas, President

Penny Githens, Vice President

Penny Githens, Vice President

Lee Jones, Commissioner

Lee Jones, Commissioner

Attest:
Catherine Smith, Monroe County Auditor

MONROE COUNTY PLAN COMMISSION**August 16, 2022**

PLANNER	Drew Myers
CASE NUMBER	REZ-22-6
PETITIONER	Ray, David William & Mary Lucinda (owners & applicants)
ADDRESS	4595 N Maple Grove Road, parcel no. 53-05-18-400-068.000-004
REQUEST	Rezone Request to add HP Overlay Waiver of Final Hearing Requested
ACRES	7 +/- acres
ZONE	Estate Residential 1 (RE1)
TOWNSHIP	Bloomington
SECTION	18
PLATS	Unplatted
COMP PLAN DESIGNATION	MCUA Suburban Residential

EXHIBITS

1. Petitioner Letter
2. Petitioner Site Plan
3. Historical Overview submitted by petitioners
4. Historical Documentation submitted by petitioners
5. SHAARD IHSSI County Survey Description – Outstanding
6. Monroe County Interim Report 1989 – Outstanding

RECOMMENDATION TO THE PLAN COMMISSION

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

HISTORIC PRESERVATION BOARD – June 29 & July 18, 2022

Historic Preservation Board voted 6-0 to provide a “positive recommendation” to the Monroe County Plan Commission based upon the petition meeting the following Historic Preservation Overlay criteria:

This Historic Preservation Overlay designation will preserve historic or architecturally worthy structures that represent:

1. *An association with events that have made a significant contribution to the broad patterns of County history;*
2. *The distinctive characteristics of a type, period or method of construction;*
3. *High artistic values;*

PLAN REVIEW COMMITTEE – July 14, 2022

Cancelled due to lack of quorum. Will now be heard by PRC on August 11, 2022.

PLAN COMMISSION – August 16, 2022

TBD

MEETING SCHEDULE

Historic Preservation Board – June 27, 2022

Plan Review Committee – July 14, 2022 (CANCELLED)

Historic Preservation Board – July 18, 2022

Plan Commission Admin Meeting – August 2, 2022

Plan Review Committee – August 11, 2022

Plan Commission Regular Meeting – August 16, 2022 (Preliminary– Waiver of Final Hearing)

Plan Commission Admin Meeting – September 6, 2022

Plan Commission Regular Meeting – September 20, 2022 (Final Hearing)

Board of Commissioners Meeting – TBD

SUMMARY

The petition site is one parcel totaling 7 +/- acres located in Bloomington Township at 4595 N Maple Grove Road. The petition site is zoned Estate Residential 1 (RE1) under Chapter 833 of the Monroe County Zoning Ordinance. The petitioner is requesting to rezone the site to add it to the Historic Preservation Overlay (Primary) District. HP Overlay is defined as follows:

***Historic Preservation (HP) Overlay District.** The character of the Historic Preservation (HP) Overlay District is defined as areas which contain (Primary) or which surround (Secondary) areas which contain buildings, structures or places in which historic events occurred or having special public value because of notable architectural or other features relating to the general, archeological, economic, social, political, architectural, industrial or cultural history of Monroe County, Indiana, of such significance as to warrant conservation or preservation, and which, by virtue of the foregoing, have been designated as an Historic Districts by the Monroe County Commissioners pursuant to the provisions of the Zoning Ordinance.*

The most recent Indiana Historic Sites and Structures Inventory (IHSSI) County Survey for Monroe County is made available via the State Historic Architectural and Archaeological Research Database (SHAARD). The 2014 IHSSI survey ranks the Ben Owens Farmstead as **Outstanding (O)**.

The Monroe County Interim Report 1989, ranks the Owens Farm as **Outstanding (O)**. The rating “O” means that the property has enough historic or architectural significance that it is already listed, or should be considered for individual listing, in the National Register of Historic Places. Outstanding resources can be of local, state, or national importance.

The Historic Preservation Overlay does not negate the underlying Estate Residential 1 (RE1) zoning district. Properties within the HP Overlay are subject to the regulations for both the zoning district and the HP Overlay. If there is conflict between the requirements of the zoning district and the requirements of the Historic District, the more restrictive requirements apply. It is important to note that the Historic Preservation Overlay regulations are concerned with exterior appearance and preservation of historic features, and not with other zoning or land use requirements.

BACKGROUND

The petition site exhibits several original structures including the farmstead house, barn, log cabin, and dry stone walls. There is also a cemetery located on the petition site that is believed to contain extended family members to the original owner, Ben R. Owens (i.e. his wife’s first husband and his brother-in-law). According to the petitioner’s own research, it is possible that these individuals may be buried instead at Rose Hill Cemetery. Historical records cannot confirm at which location the individuals are actually buried. Overall, the petitioner is planning to restore the original barn structure and renovate a portion of the barn into a separate residential unit. Please see Exhibits 1 and 3 for more information.

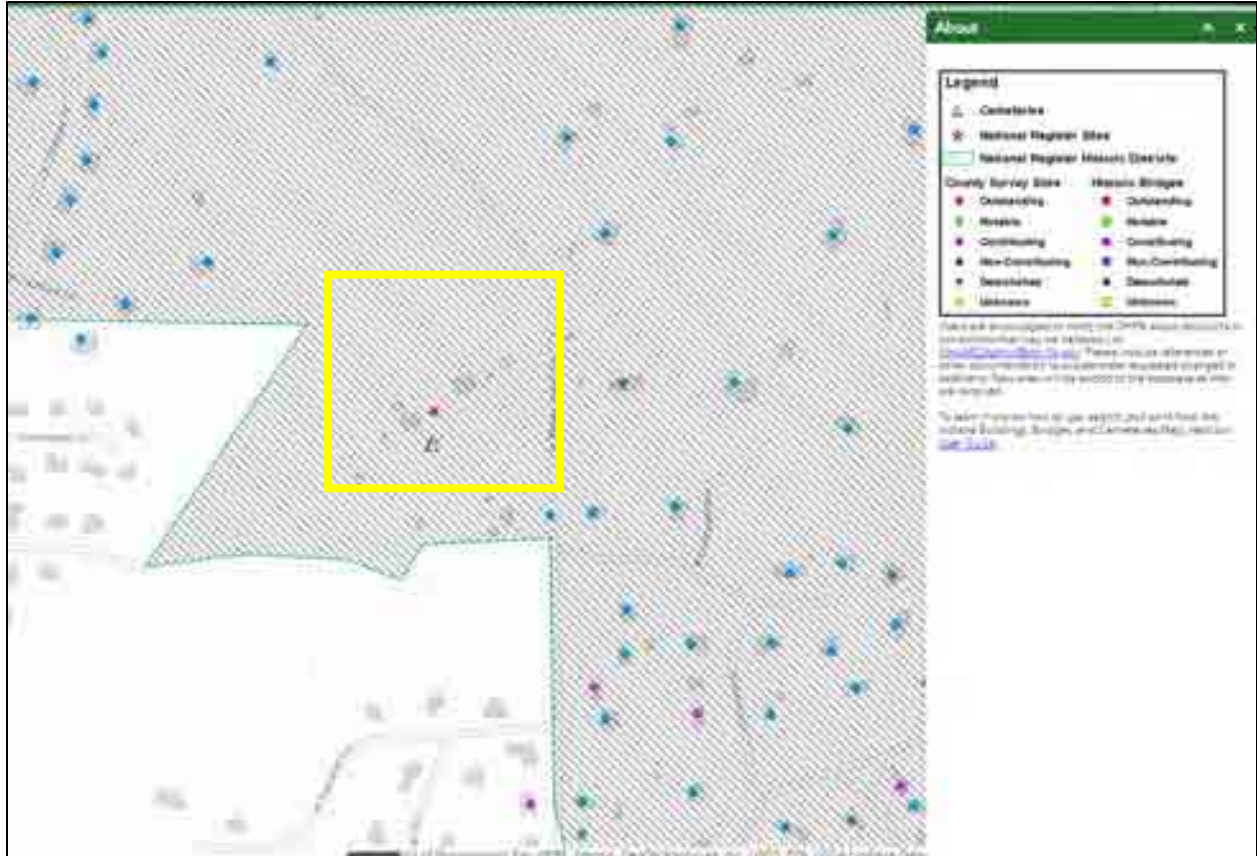
LOCATION MAP

The parcel is located at 4595 N Maple Grove Road, Section 18 in Bloomington Township. The Parcel No. is 53-05-18-400-068.000-004. The property is listed as unplatted.



ZONING

The petition site is located within the National Register Historic Districts. The parcel is zoned Estate Residential 1 (RE1). The adjoining properties to the north, south, and east are also zoned RE1. The adjoining property to the west is zoned PUD – Shelburne Estates. 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 7 acre +/- parcel. The property exhibits numerous structures including original residence, a detached garage, a log cabin, an in-ground pool, existing barn, existing shed, an old print shop. Access to the site is via an existing driveway off N Maple Grove Road, which is designated as a Major Collector roadway according to the Monroe County Thoroughfare Plan. The petition site is not located in the Environmental Constraints Overlay (i.e. the Lake Monroe Watershed). There is no floodplain designated on the petition site. There is no evidence of karst/sinkhole features on the property.



Highway Comments:

 **Ben Ayers** Permit Comment - July 15, 2022 at 5:37 pm

No Right of way Activity permit application has been submitted for this petition. No change of use or structural change to the existing driveway entrance is being proposed at this time. Therefore, no Right of way Activity permit is required from the Monroe County Highway Department for this request. I do not have any comments or issues with this petition at this time.

Stormwater Comments:

No comments shared at this time.

SITE PHOTOS



Photo 1. Aerial pictometry from above (2022)



Photo 2: Aerial pictometry from the north (2022)



Photo 3: Aerial pictometry from the west (2022)



Photo 4: Aerial pictometry from the east (2022)



Photo 5: Driveway entrance



Photo 6: Driveway entrance



Photo 7: "Print Shop"



Photo 8: Small shed



Photo 9: Barn to be renovated



Photo 10: Inside barn to be renovated



Photo 11: Existing single family residence



Photo 12: Existing single family residence



Photo 13: Detached garage



Photo 14: Walkway to pool / cemetery



Photo 15: In-ground pool



Photo 16: Cemetery

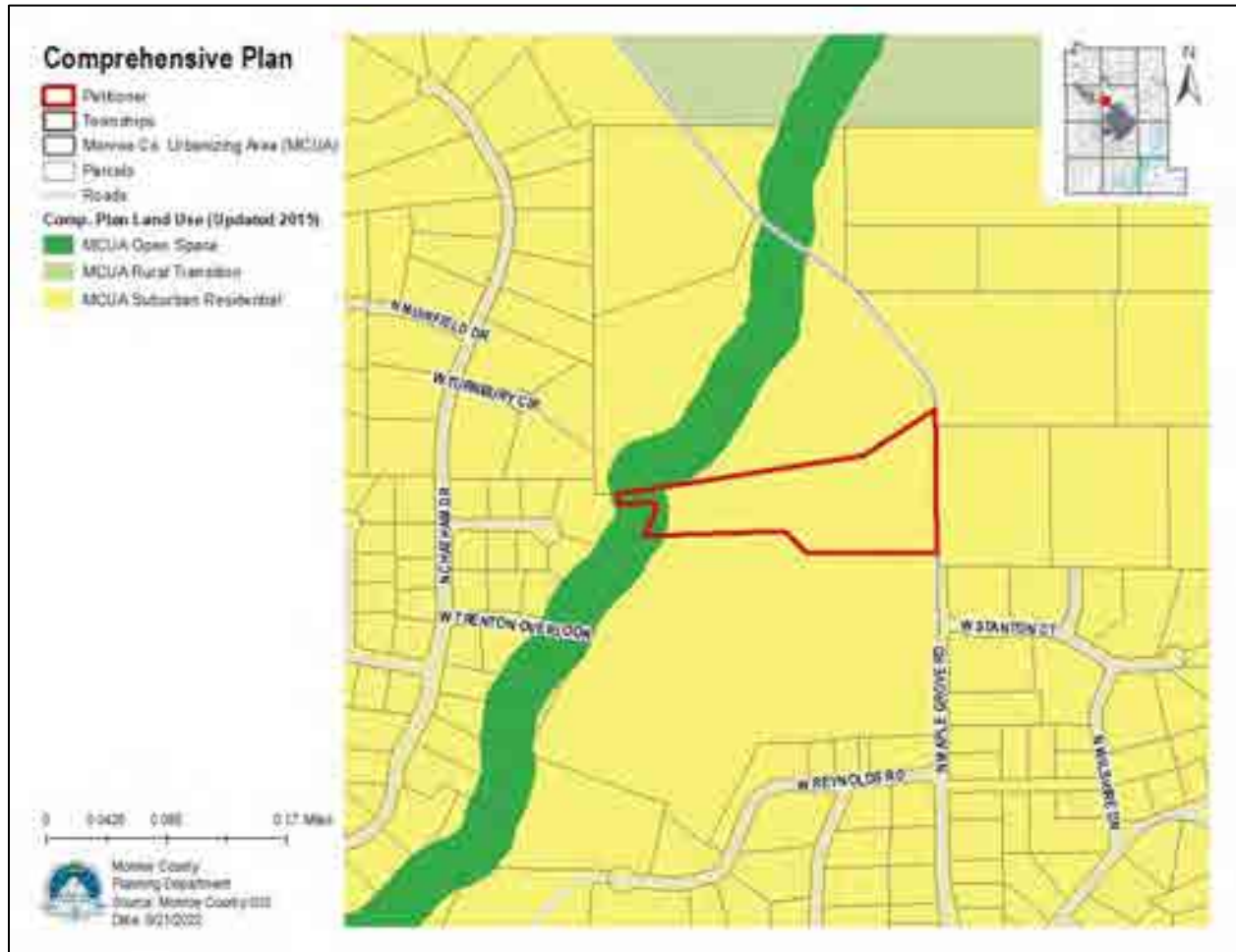


Photo 17: Original log cabin



Photo 18: Original log cabin

COMPREHENSIVE PLAN DISCUSSION



The petition site is located in the Suburban Residential district in Monroe County Urbanizing Area (MCUA) of the Monroe County Comprehensive Plan.

CRITERIA FOR HISTORIC PRESERVATION DESIGNATION as provided by petitioner

To be identified as historic or architecturally worthy, a building, structure or place must possess one or more of the following significant attributes:

1. ***an association with events that have made a significant contribution to the broad patterns of County history;***
 - *The property contains one of the oldest remaining log cabins in the county - 1819*
 - *The property contains one of the oldest farmsteads in the county -1864*
 - *The property contains a historic post and beam barn with slate roof - circa 1864*
 - *The property contains a historic cemetery*
 - *The property contains the largest pecan tree in county*
 - *The property contains over 500 yards of original dry stack stone walls*
 - *The Owens farmstead was a major farm in NW Monroe county (400 acres) and was owned for 100 continuous years by the Owens family*
 - *The Bauers (Mary Rays' family) started Monroe County's first bed and breakfast at the farmhouse in mid 1980's.*
 - *For the last 20 years the Rays have made maple syrup in the historic barn and sell at the Monroe County farmers market (Stonewall maple syrup)*
 - *One of the foundational farmsteads for Indiana's first rural historic district (Maple Grove Road rural historic district)*
 - *The State Historic Architectural and Archaeological Research Database (SHAARD) gave the home an "Outstanding" rating.*

2. *an association with the lives of persons significant in the County's past;*

3. ***the distinctive characteristics of a type, period or method of construction;***

The home is a two-story Greek revival house built in 1864 by Ben Owens. The all brick exterior has a two-story portico with beautiful wooden scrollwork.

Unlike many modern homes, the Owens Home was built using materials that were either made or available nearby. The home sits on a 36" thick limestone foundation and is constructed from bricks that were fired on the property. All the walls, both interior and exterior, are brick. The interior woodwork is made of black cherry, walnut, and poplar – all from trees cut down in nearby woods.

The bricks, one of the most notable features of the home, also helped historians date the home. Many years ago one of the previous owners was doing a project on the home when they found a brick with "1864 – Vote for Douglas" inscribed in it. Since the bricks were fired on the property, this inscription helped date the home. This brick sits on display in our living room today.

The home has a very stately appearance, both on the exterior and interior. The 11 rooms all have 11 foot tall ceilings and baseboards that go up one foot. The original windows still hold their original glass panes. The doors are all wooden, constructed using wooden pegs. Above each door is a transom window on hinges to let the warm air flow from room to room. Every room has a fireplace, used to heat the big home, though most are now filled in. The home has other unique features that reveal what life was like in the late 1800s. There are two staircases, the main grand staircase and back staircase used for servants. Between the kitchen and dining room is the dumbwaiter, used for passing food so that servants could

remain unseen. As you drive up to the home, you can still see where the horse and buggy would be tied up.

4. *an example of the work of a master;*
5. **high artistic values;**
 - *See notes from point 3 above*
 - *One of the best examples of Greek revival architecture in Monroe County*
 - *Original wood floors still present*
 - *Two story original front porch with intricate wood work*
 - *Original wood trim throughout house*
6. *an example of a significant and distinguishable entity whose components may lack individual distinction; or*
7. *capability of yielding information important in prehistory or history.*

FINDINGS OF FACT - REZONE as provided by staff

According to Section 831-3. Standards for Amendments of the Zoning Ordinance: 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 Monroe County Comprehensive Plan designates the property as MCUA Suburban Residential;
- The rezone request is to change the zone district for the petition site from Estate Residential 1 (RE1) to Estate Residential 1 (RE1) with the Historic Preservation (HP) Overlay (Primary) District;
- The Historic Preservation Overlay affects the preservation of the current structures, not the preservation of the current zoning or land use of the property;
- The Historic Preservation Overlay designation will not alter the character of the property;
- The Comprehensive Plan includes a strategy to protect existing historically important sites in the County;

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

Findings:

- The petition site is zoned Estate Residential 1 (RE1);
- The site contains one (1) residential massed-plan/Greek Revival home constructed in 1864; one (1) original log cabin summer kitchen, a small cottage house, a slate roof English barn, a slate roof shed, and dry stack limestone walls laid in the 1870s;
- The site is adjacent to mostly residential and some agriculture uses;

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

Findings:

- The Historic Preservation Overlay can assist in preserving historic or architecturally worthy structures that represent 1.) an association with events that have made a significant contribution to the broad patterns of County history 2.) distinctive characteristics of construction, and 3.) an example of a significant and distinguishable entity whose components may lack individual distinction.

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

Findings:

- Recent studies of historic districts throughout the country demonstrate that local historic district designation and review provisions not only protect an area's historic character – they often add value to individual properties and to the community as a whole;
- Values may vary significantly dependent upon future planning and zoning in the area;
- Local historic designated properties may be eligible for a Conditional Historic Adaptive Reuse;

(E) Responsible development and growth.

Findings:

- Access to the site will continue to be derived from N Maple Grove Road;
- N Maple Grove Road is classified as a Major Collector roadway;
- The site does not contain FEMA Floodplain;
- There are no apparent karst features on the site;
- The Historic Preservation Overlay affects the preservation of the current structures, not the preservation of the current zoning or land use of the property;
- There is a new septic system to accommodate the studio within the future remodeled barn (Permit #22002) bringing the total number of septic systems on the site to two;

EXHIBIT 1: Petitioner Letter

May 31, 2022

Historic Preservation Board
Monroe County Planning Department
Bloomington, Indiana

Subject: 4595 North Maple Grove Road Bloomington, Indiana 47404

Dear Historic Preservation Board,

We are writing to request the historical preservation overlay to be added to our property on North Maple Grove Road.

Our home has long been considered one of Monroe County's historic properties. The home itself was built over 150 years ago in 1864. Many of the additional buildings on the property are also historic, including the log cabin that was constructed in 1819 and the barn that was built in the early 1860s. There is also a historic cemetery on the property. Much of the land is surrounded by dry stone walls built in the 1870s.

Our family has owned the property since 1984. With the exception of the original owners (the Owens Family), our family (Bauer/Ray) has owned the home for the longest period of time. Over the years, we have enjoyed preserving the history of our home, from rebuilding fallen stone walls to restoring the log cabin to replacing damaged beams in the barn. We are now ready to take on one of our biggest projects to date - restoring a section of the barn into a livable space. This historical overlay will allow us to apply for the appropriate rezoning of the property so that the barn can become our permanent residence and our daughter and son-in-law can raise their family in the primary home.

In the following pages you will learn a small bit of the rich history of this property. Our family has been collecting documents about the history of the home for decades and we've included a small selection in this application. We believe that given the history and craftsmanship of the home and surrounding structures, our property is a perfect candidate for this designation.

Sincerely,

David and Mary Ray

EXHIBIT 2: Petitioner Site Plan

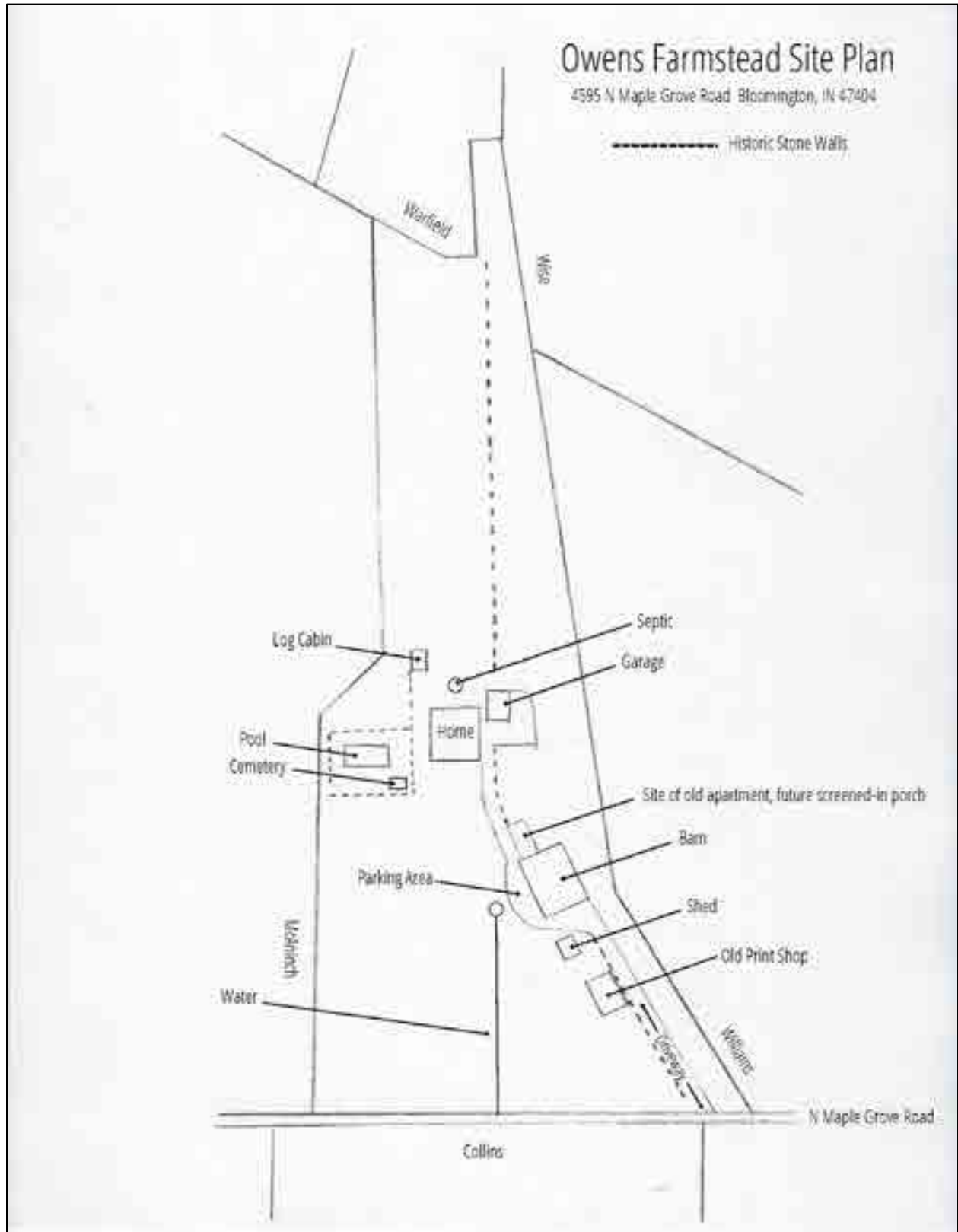


EXHIBIT 3: Historical Overview

A Brief History of the Owens Farmstead

The Ben Owens Farmstead is considered one of the most intact Civil War-era homes in this part of South Central Indiana. John Owens purchased the 400 acre property in 1816. John was born and raised in Ireland and emigrated to the United States in 1812. At the time of the purchase, there were only 20 families living in Monroe County, making Owens one of the earliest settlers of the area.

John Owens owned 2,071 acres in Monroe and Greene County. When he died, he left his property to his children. He left the 400 acres on Maple Grove to his youngest child, an adopted step-son, Benjamin Owens. Ben, who was born in 1835, went on to build the home and barn that sit on the property today. The property remained in the Owens family for 100 years before being sold. During that time, some Owens family members were buried next a stone wall to the left of the home. It is now considered a historic Monroe County cemetery. Many of the Owens family are also buried in Rose Hill Cemetery.

The property changed ownership many times after the Owens sold it in 1917. For a time in the 1920s it sat vacant. The Telfer Family became another noteworthy owner because of the time and work they put into the home. They owned the property for 25 years, from 1946-1971. During that time, they operated a book bindery and print shop in a little outbuilding at the front of the property. It was Robert Telfer who called the property the "Fair Dodhead Farm".

By the time Frank and Beverly Bauer (Mary Ray's parents) purchased the property in 1984, it was no longer 400 acres of farmland. Instead, the property included 7 acres, with the main home, garage, pool, log cabin, barn, and print shop. Frank, an amateur historian, had been eyeing the home for ten years. Him and his wife Beverly had visited the home on one of the historic tours. When it came it came on the market, they sold their other Bloomington home and moved their family of 8 to the farmstead.

The Bauers turned the home into Monroe County's first bed and breakfast. Frank Bauer is the owner who submitted the request to have the home on the National Register of Historic Places. He was a long-time member of the Monroe County Historical Society and spent many hours researching the history of the property. They made many repairs to the home, restoring the historic features of the property. They also remodeled the Telfer's old print shop into a guest house.

In 2000, after his wife's passing, Frank Bauer sold the home to his daughter and son-in-law, Mary and David Ray. Frank moved into the print shop-turned-guest home and continued to give informal tours of the home and property. An image of the home is engraved on Frank and Beverly's gravestone in the Maple Grove Cemetery.

The Ray family raised their three children in the home and added to the list of businesses that have been run out of the home. In addition to a farm, book bindery,

and bed and breakfast, the property also became home to a maple syrup business. A portion of the barn was turned into a sugar shack and for over 10 years the family has been making maple syrup to sell at the Bloomington Farmer's Market.

The property is one of many gems in the Maple Grove area. Maple Grove is the first rural historical district in Indiana. The homestead has been featured in many historical tours over the years. The State Historic Architectural and Archaeological Research Database (SHAARD) gave the home an "Outstanding" rating.

The Home

The home is a two-story Greek revival house built in 1864 by Ben Owens. The all brick exterior has a two-story portico with beautiful wooden scrollwork.

Unlike many modern homes, the Owens Home was built using materials that were either made or available nearby. The home sits on a 36" thick limestone foundation and is constructed from bricks that were fired on the property. All the walls, both interior and exterior, are brick. The interior woodwork is made of black cherry, walnut, and poplar - all from trees cut down in nearby woods.

The bricks, one of the most notable features of the home, also helped historians date the home. Many years ago one of the previous owners was doing a project on the home when they found a brick with "1864 - Vote for Douglas" inscribed in it. Since the bricks were fired on the property, this inscription helped date the home. This brick sits on display in our living room today.

The home has a very stately appearance, both on the exterior and interior. The 11 rooms all have 11 foot tall ceilings and baseboards that go up one foot. The original windows still hold their original glass panes. The doors are all wooden, constructed using wooden pegs. Above each door is a transom window on hinges to let the warm air flow from room to room. Every room has a fireplace, used to heat the big home, though most are now filled in.

The home has other unique features that reveal what life was like in the late 1800s. There are two staircases, the main grand staircase and back staircase used for servants. Between the kitchen and dining room is the dumbwaiter, used for passing food so that servants could remain unseen. As you drive up to the home, you can still see where the horse and buggy would be tied up.

The Barn

The old hewn-and-pegged barn is one of the most impressive buildings on the property from a construction standpoint. It is believed to have been constructed around the same time as the home, in the early 1860s. It was built using the wedge and peg principle completely by hand and without nails. As you walk the building

today, you can still see wooden pegs holding massive wooden beams together. The barn still contains the original wide poplar boards and slate roof.

Unlike most traditional barns which face east, this barn sits at an angle which provides sunlight on all four sides.

At one point there was a small home/apartment attached to the barn. When our family purchased the property, the apartment was in disrepair and torn down. The historical part of the barn, including the siding that the small apartment was covering, was all kept intact.

In the past several years, our family has been slowly restoring the barn. We've repaired the roof and replaced damaged beams. There is still much work we hope to do to bring the old barn back to life, but given the age, it is in a great solid condition.

The Log Cabin

Looking out the back windows of the home you will see the log cabin. The log cabin is believed to be a summer kitchen built in 1819, making it the oldest cabin in Monroe County. The original logs are still pegged in place.

For a time previous owners covered the cabin with siding to protect the old structure, but we have restored it so that the original logs can be visible from the outside again. It is a small, quaint building, only containing one room and a fireplace.

The Stone Walls

Another impressive feat of historical construction is the dry stone walls surrounding the property. The Owens Farmstead has some of the longest stretches and most intact stone walls in the area, likely because Ben Owens and his brother Tom were the first to install the walls in the area. In the 1870s over a period of ten years they were built by hired itinerant Irishmen. They were paid \$1/day for a perch (16 ½ feet) of wall.

The walls go up 5 feet and go into the ground 2 ½ feet (below the frost line in order to protect the gardens from rabbits). The stones were field stones collected by nearby creeks and from fields while plowing. The stones were brought to the location by ox cart. The walls marked the property lines and held in cattle.

Our family has rebuilt several sections of the stone walls. Every couple of years a section will fall down and we will slowly rebuild it. In June we will be taking a class from the Dry Stone Conservancy in Kentucky to learn how to better rebuild our stone walls. It has made us appreciate all the more the extensive labor put into these walls in the 1870s.

Project Description

As our children have grown and moved out of the home, many of the large rooms in the Owens home now sit empty. We would love to see the home used and enjoyed by a family again. We plan to keep the home in our family and sell it to our daughter and son-in-law and their growing family. They've outgrown their historic McDoel Gardens home and they help run the maple syrup business, so moving into our home is a good fit for them. We are excited to see the fourth generation of our family live on the Owens Farmstead.

While we are ready to downsize, we are not ready to leave the property that has been our home for the majority of our adult lives. We enjoy seeing the fruit of our labors over the years and there are still many projects on our list that we have yet to complete.

One of the big projects on our list is to finish the restoration of the barn. About 5 years ago we took the first step by completing major structural improvements. The roof and siding are the next two major projects. The old slate roof continues to leak, even after repairs. While the inside has beautiful beams and wide poplar floorboards in the loft, the exterior siding is in poor condition. A new roof and siding for the historic barn is a major expense for a barn that is no longer in use.

If granted the historical overlay and subsequent zoning approval, we will renovate a portion of the barn into our new home. Previous owners throughout the years have had multiple residences on the property, notably the apartment that had been built on the side of the barn. We feel this project will allow us to restore and honor the beautiful craftsmanship of the barn while making it a more usable space.

We plan to hire Loren Wood Builders because of their experience in remodeling historic structures. The back of the barn and the sugar shack will remain mostly as is, except for the new siding and roof. The main portion of the barn will be finished off into a living space with a living room, kitchen, bedroom, and laundry/mud room. The loft will be an additional living/family room. In the area where the old apartment used to stand (there is just an empty concrete slab right now), we will make a screened-in porch.

In the process of converting the barn, we will be able to keep many of the original features of the barn, like the pegged beams. The parts that need to be replaced, we hope to repurpose. We plan to use some of the original slate for the roof of the screened-in porch. The builders plan to put the original poplar siding through the planer to be used as siding on the interior.

Though current zoning regulations do not allow for two primary residences at the same address, we feel that our historic homestead is the perfect exception to the rule. We hope to spend many more years on the property with our family restoring and adding to the rich history of our home.

Ownership of the Owens Home

Before 1809: Indians
1809: U.S. Government
1816: Owens
1917: Rankin & Standish
1927: Pike
1927: Rankin
1928: Loan & Trust Company
1942: Lynch
1944: Spurlock
1946: Telfer
1971: Schulthies
1972: Faris
1980: Penelton
1982: Aiken
1984: Bauer
2000: Ray



Frank Bauer, owner from 1984-2000



Front exterior of the home







Back exterior of the home



Stone wall along the driveway



Log cabin in the back of the house



The cemetery along the stone wall



Front driveway that connects to the road,
with the old print shop and shed to the right



View of the barn as you enter the driveway



The side exterior of the barn. Note the siding that is beginning to deteriorate





Interior of the barn in the section we hope to convert into a livable space





Interior barn details like the wide poplar boards and the wooden pegs in the beams



EXHIBIT 4: Historical Documentation

The G.A.R. Encampment.

At a meeting last night in the city hall of the committees which have in charge arrangements for entertaining the G.A.R. encampment in Bloomington May 25-27, the finance committee was instructed to proceed immediately to collect a fund of \$25,000. A much larger sum would be needed except for the fact that the University will put on its Centennial celebration immediately following, so that the city and the University will be able to cooperate to make many items of expense, particularly in decorations. The state also contributes \$1,000 which is not quite enough to pay for the official delegate badges and for printing the official programs. The program, however, contains a considerable publicity matter for the city which justifies the division of that item of expense between the city and the state.

According to reports made by committees last night everything in connection with entertaining the encampment is in good order. The court house will be the center of all activities and local headquarters will be maintained in the rotunda while various rooms on the ground floor will be used for the convenience and comfort of guests. All visitors will be assigned to rooms in private homes from the booth which will be located in the west corridor. Boy Scouts will be on hand to conduct the people to the homes to which they have been assigned. In addition to the rooms in homes assigned, the army department is furnishing tents and cots for 1500 people. It is estimated that the attendance from outside the county will be from three to four thousand.

**NEW CHAIRMAN
2ND DISTRICT**

At 1 o'clock this afternoon at Marshall, Hal Hidenhauer of Vincennes, was elected Republican chairman of the 2nd congressional district to take the place of David R. Scott of Linton. Mr. Scott has served two terms as district chairman and is now seeking the nomination for secretary of state before the Republican state convention which meets at Indianapolis tomorrow.

Bloomington, but will be taken direct from Richmond to North Vernon and the funeral held there Friday.

**BEN R. OWENS
DIES AT HOSPITAL**

**Prominent Farmer — Leaves
\$80,000 In Bonds To Son
and Grandchildren.**

Benjamin R. Owens, one of the wealthy men of Monroe county, died last night at 9 o'clock at the city hospital following an illness of the complications of old age. Mr. Owens had been at the hospital about five weeks.

Mr. Owens lived practically all his life in Monroe county, was a farmer during all of his business career and died worth about \$40,000. For years he resided on a 400 acre farm about 4 miles north of the city and only a short time ago he sold this farm to Claude Rankin for \$38,000. His money goes to his son, Dr. Charlie, and his grandchildren—Charles to receive \$10,000 and the remainder to be divided among the several grandchildren. After he sold his farm he converted his entire fortune into government bonds.

Mr. Owens was one of the spright, well known men of the community. His brother Ben I. Owens, who was also worth nearly \$100,000 died only a few months ago. His wife, who was a sister of W. T. and James Blair, died about ten years ago. He is survived by the one son, Charlie, and the grandchildren located in the west.

The funeral will be at 10 o'clock Wednesday morning at the Allan funeral home in charge of Rev. Howells of the Baptist church, and the pallbearers will be James Blair, Elmer Henry, Thomas Park, W. T. Blair, Charles Small and Henry Russell.

**ILLINOIS DEMS.
PRY AT COFFIN
LID OF JOHN R.**

more, among them, and others, and to complete the catastrophe of the Carranza regime he was captured with all his remaining elements at Adfooca.

Gen. Alvaro Obregon has ordered Carranza returned to the City of Mexico with all consideration, ordering all commanders not kill nor mistreat any one of his company.

"The City of Mexico is quiet. Orders have been issued by Governor Adolfo de la Huerta, executive of the liberal constitutional government, in compliance with all his statements, that gambling be stopped in all territory controlled by his government, which practically is the whole republic, for only three states had failed to recognize the movement headed by the state of Sonora.

Gen. Ramon Huerta from Sinaloa, bottled at Mazatlan, has joined the Ponera movement, and likewise, Gen. Desantiago of Nayarit."

Consul DeOey, in a statement, expressed the desire to co-operate with all authorities on both sides of the international boundary for the welfare of citizens on both sides of the river."

**DROP TAX ON
RETAIL SALES**

(Special to The Telephone)

Washington, May 11.—Republican members of the House Ways and Means Committee today decided to abandon the proposed one per cent tax on retail sales for obtaining part of the money for the proposed soldier relief legislation.

—For the girl graduate, see H. P. Tourner's line of Dependable Eight Bracelet Watches. 121 south Walnut street

Local news—all pages.

Have you paid your carrier boy?

**—Your Friends
Kuppeuheimer**

good clothes are attainable.

SURVEY OF INDIANA HOUSES BUILT BEFORE 1860

LOCATION (county, street, or highway): *Apple Grove Road - 1/2 mi. in from H 46 - 5 mi. from Bloomington
Monroe County Court House.*

NAME OF OWNER: *Mr. & Mrs. Robert S. Telfer*

NAME OF ORIGINAL OWNER: *John Owen (died & land - see Monroe & d. Owen 1817)*

NAME OF ARCHITECT OR BUILDER: *No information; but brick and sawn & shingle work on it.*

PRINCIPAL CONSTRUCTION MATERIAL (stone, brick, wood): *Bricks - made on place; yellow poplar - black
Shingle - shingles from creek beds by open
Sawed - cut on place*

DATE OF CONSTRUCTION: *1864 - probably 3rd house of Owen family (date given on bricks)*

ARCHITECTURAL STYLE: *Old log cabin style behind present house (also see pictures)*

DATES OF LATER ALTERATIONS AND ADDITIONS: *Southern - support & to equal from here near Lexington, Kentucky*

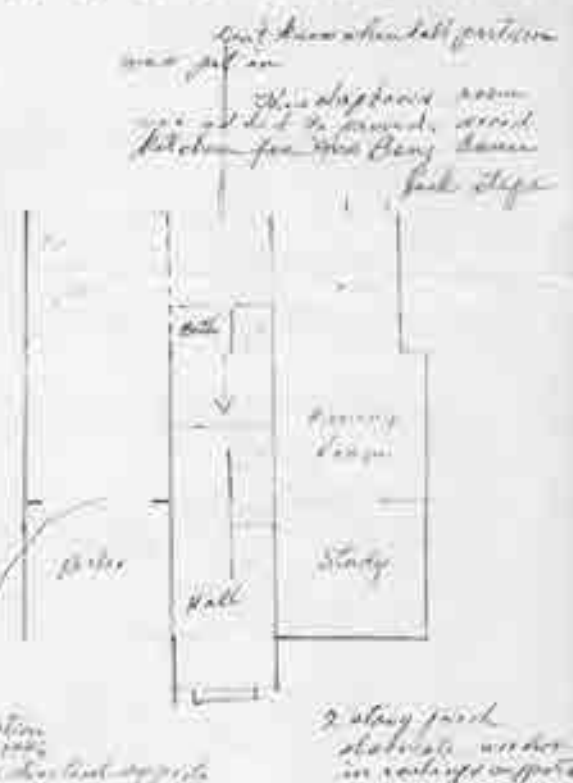
CONDITION TODAY: *Well preserved*
*No information - we acquired house in 1946 from son-in-law of
Prof. W. C. Lynch thought it in 1940.*

DESCRIPTIVE PUBLICATIONS (books, periodicals, newspapers, or manuscripts in which the house has been described or pictured):

Photograph or sketch of house



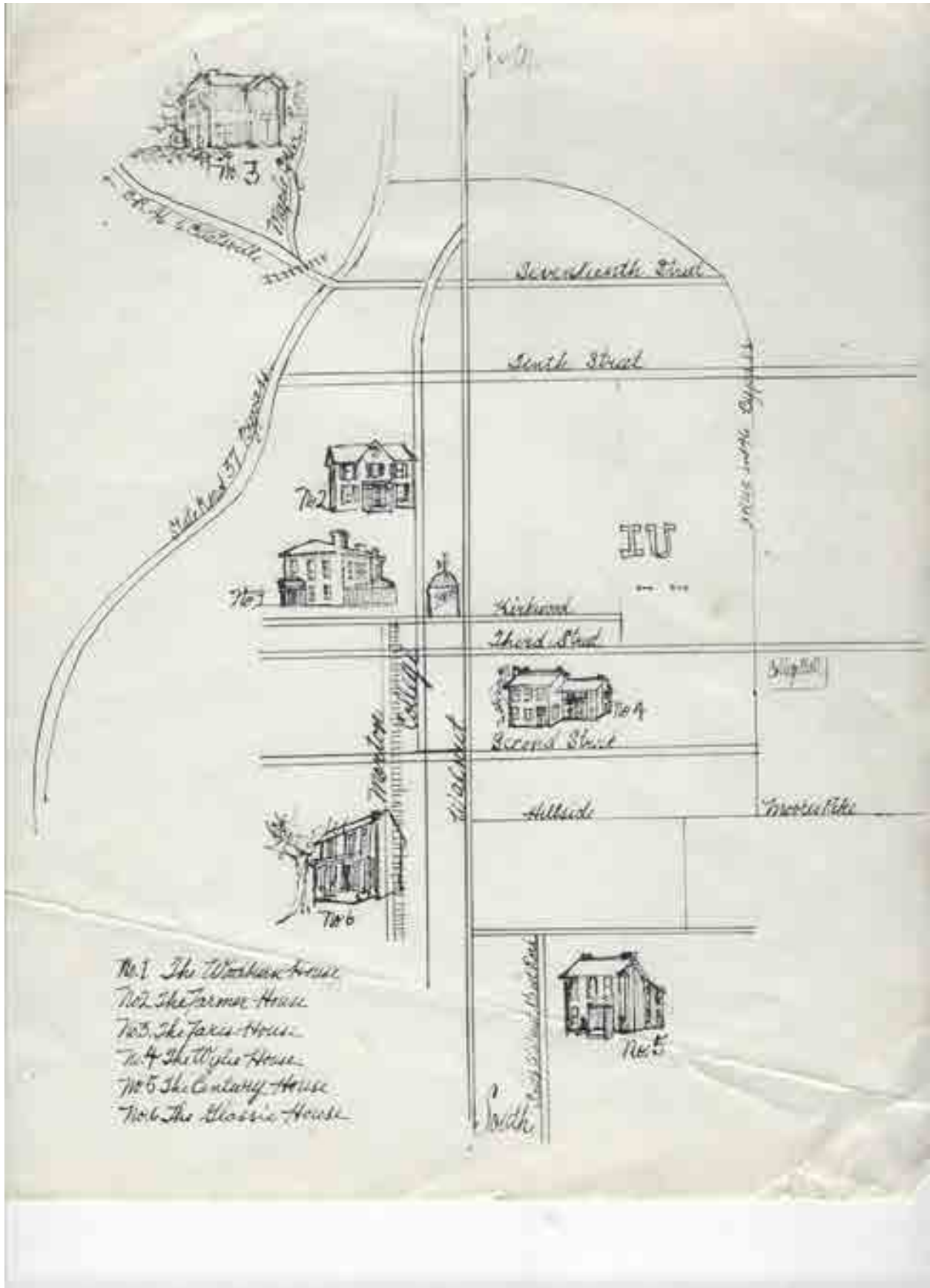
Sketch of floor plan



INFORMATION SUPPLIED BY:

Name: *7 West Street Telfer (Mrs. Robert S.)*

Address: *6 N. 7. Bloomington Indiana*



- No 1 The Washburn House
- No 2 The Turner House
- No 3 The Paris House
- No 4 The Wylie House
- No 5 The Cantony House
- No 6 The Glassie House

THE BAUER HOUSE
BED N' BREAKFAST

4595 N. Maple Grove Road
(Owens-Telfer-Paris House)

This two-story, central hall, Greek revival brick house was built by Ben Owens in 1864. The two-story ell is original; a shed-roofed addition in the rear is modern. The windows are capped with stone lintels. The low-pitched gable roof boasts returns and a frieze. The two-story porch is attractively trimmed with "gingerbread," and the main doors are enhanced by sidelights and transoms. The house sits on foundation walls of 36" thick limestone. The walls are built of solid brick fired on the property; even interior walls are three bricks thick. A brick removed from one of the walls displayed "1864" scratched on one side of it and, on the other side, "For President, General McClellan."

In more recent history, the house has belonged to the Telfers, who called it "Fair Dodhead Farm," and the Farises. The present owners, Frank and Beverly Bauer, have adapted two upstairs bedrooms for their bed-and-breakfast enterprise.

The interior woodwork is black cherry, walnut or poplar, cut from nearby woods. Ceilings are 11 feet and baseboards one foot high. Nearly every room has a fireplace, although those in the upstairs rooms are not in use.

The outbuildings are nearly as interesting as the house. In back is a small, siding-covered log cabin that was probably used as a summer kitchen. The large barn is notable because instead of facing east in the traditional manner, it sits at an angle, and thus receives sunlight on all four sides. The hayloft in front reveals original pegged beams and square nails.

Drystone Walls

Maple Grove Road is lined by some of the finest stone fences found anywhere. Tradition relates that they were built by itinerant Irishmen at the rate of a "perch" or rod (about 16½ feet) a day, for which they were paid \$1.00. Stones for the construction were hauled to the site by ox cart. The walls extend downward about 2½ feet into the ground — below the frost line — and some stand as high as five feet. Among the highest and least disturbed of these walls are those surrounding the Owens-Telfer-Paris-Bauer House.

This impressive brick home has been known by many different names throughout its history. It has been known as the Ben Owen Farmhouse, "Fair Weather Farm", the Telfer Farm, and the Faris Place. It was built in 1864.

Some of the most beautiful dry wall fences to be found anywhere in America enclose the fields that surround the large house. These walls are 3 feet tall and go down 2 1/2 feet to the frost line. Spores were brought by ox cart and were "built by the perch". The perch is an old stone measure by which artisans could build about a rod of fence (16 1/2 feet) a day, for which they were paid \$1.00 each rod.

As for the house, the cellar was built on a limestone base 36" thick. All interior walls are built of brick (3 bricks thick) which makes the house virtually soundproof. The woodwork is all black cherry, walnut, or poplar which was cut from nearby woods. Base boards are a foot high which fits in with the positions of the rooms, and the 11 foot ceilings.

The Aiken family has lived in the house only a year and really hasn't had the time to do all they would have liked in the way of restoration.

As we enter the house, note that we will go through all the connecting rooms on the main floor leading back to the entry.

We went to go to the left into the livingroom and diningroom areas which are furnished with antiques that the Aiken family has been collecting for many years. Notice that there are fireplaces in almost all the rooms and each is different. As in most older homes there are little "ups and downs" upon entering the different rooms, so watch your footing.

The kitchen area is very spacious with a feeling of being light and airy. At one time this room was used as a gardening room.

We go on to the right into the family room with its very large fireplace and lovely view of the back of the property. The downstairs bedroom is through this room and was originally the dining room. Going through this bedroom, we enter the library, or study, which has bookshelves from floor to ceiling.

Now we're back at the entry hall and ready to ascend the walnut staircase. On the second floor there are four huge bedrooms.

Notice the upstairs front porch that faces the spacious front lawn.

The bedroom to the very back of the second floor is occupied by the Aiken's teenage son, Tim. This bedroom is easily accessible to the family room with a nearby stairwell. We will return to the main floor by this stairwell and on to the outdoors through the back door of the house.



The history of this home on Maple Grove Road is partially recorded fact fortified by conjecture. A brick found while restoring one of the fireplaces is dated 1864; since the brick was made on the site, historians assume that the house was built at the close of the Civil War.

All of the interior walls are built of brick and the cellar is on a limestone base 36 inches thick. The woodwork is all black cherry, walnut or poplar cut from nearby woods. The ceilings are 11 feet high, baseboards a foot high and each room has a fireplace. The doors were also produced on the site and are held together with wooden pegs.

A stone fence outlines a once "rabbit proof" garden. Its walls go down 2½ feet below ground to the frost line. Stones were brought from the creek and were "built by the perch." The perch is an old stone measure by which artisans could build a rod of fence a day.

Another interesting spot on the property is the site of a small log cabin

in the back yard against one of the store walls. Original logs are still pegged in place and a date found in the cabin suggests that it was built in 1819 when the property deed was first recorded. There is siding covering the exterior to protect the cabin now. It is hard to imagine that this cabin was once a family home since by today's standards it could be a children's clubhouse. The fireplace obviously was the heart of the home; it fills the room.

There is a large barn on the property also. It is constructed of very wide poplar boards using the wedge and peg principle. No nails were used when the barn was built in the early 1860's.

The home has been restored and the kitchen thoroughly modernized. It is presently owned and occupied by Mr. and Mrs. Gene Farris.

Limited parking on the grounds.
Please keep passageway clear to house.

A Fright Becomes A Project

(Continued from Page 3)

is the joy of picking food from a current crop for the next meal. In July, blueberries are plentiful on the farm and everyone in the Schulteis family rushes for the front yard before breakfast to pick the topping for their cereal. The lovely old stone fence divides the acreage nearest the house into large garden plots. In the "Triangle" are currant bushes and arbors of grape already heavy this year with green grapes. Mrs. Schulteis has put in a large kitchen garden this year. It is bordered by strawberry plants which are in full bloom. Along the wall is a long-established asparagus bed which provides an elegant vegetable for many spring meals. The children have their own large garden in which they may

plant whatever they want. They plan to try raising this summer. During the summer, the garden sheds produce rhubarb, carrots, radishes, beets, two kinds of lettuce, and a few surprises even weeds left from previous plantings.

Despite the limiting creeks, woods, and a fish-socked pond in the front pasture, the youngsters also love to play inside. The house is so solid and roomy that children (and adults) can feel a sense of privacy impossible in modern homes. The stairways are special fun, since two of them are built in the old right-angle way which is often falls, but adds excitement. Of course, there is a lovely study by stairway in the great entry hall, but no self-respecting adolescent would ascend that way!

One of the surprises awaiting

the family this winter was the temperature. We moderns have become accustomed to maintaining a steady 72 degree temperature in our homes year-round. Well, this old homestead does have central heating (there are also fireplaces in every room, though all do not work), but no modern furnace is equipped to heat the vast intricacies of this fine old house. As a result, the family slept upstairs all winter, but with the first hint of the alarm, Mrs. Schulteis decided downstairs to build a fire in the kitchen fireplace. By the time the children had tumbled out of bed, the kitchen was glowing with warmth and the dining room was cozy, too.

The kitchen in recent times is the center of life and this house is no exception. Thoroughly modernized, the kitchen features

lovely wooden cabinets, built-in electric range top and wall oven, and a bar working area which effectively divides the room into eating and cooking areas. The fireplace and a back window with a breath-taking view of the surrounding hills brighten the kitchen. A housewife's delight is the enormous pantry adjacent to this room. Into it come all the garden vegetables for a scrubbing at the rooster sick. A spare refrigerator and a freezer add to storage capacity. The washer and dryer are also located here and one whole wall is cupboards which match those in the kitchen.

During the hot summer days, everyone in the house enjoys the lovely sunroom which was added years ago. The wide windows afford a view of tranquil grounds, the stone walls, and the log cabin

just as everyone took turns nurturing the babies back to health. Unfortunately, all the good loveless notwithstanding, the birds died. This spring, one of our lovely wrens, waxy days, Mrs. Schulteis climbed to the roof of this hall house and discovered the screen covering the chimney opening had torn loose. She secured the screen so there will be no repeat visits this summer.

In answer to the second question, you add warmth to these old rooms by filling them with large antique and covering the walls with lovely, colorful wall papers. Mrs. Schulteis has karpeted sections for years and some of the loveliest pieces in her home cost under \$10.00 — and a good many hours of scrubbing and refinishing. The wallpapers were selected by Mrs. Yeuber, but they suit this family well, also.

The living room is done in a lovely moss green with delicate white accent floors floating on it. The library and dining rooms are in warm tones of beige and brown. The bedrooms are all done in gay light airy floral prints except for Lisa's room. The wallpaper in her bedroom is a deep sea blue-green with white flowers in it. All of her furniture is white and cozy accents the dapper walls.

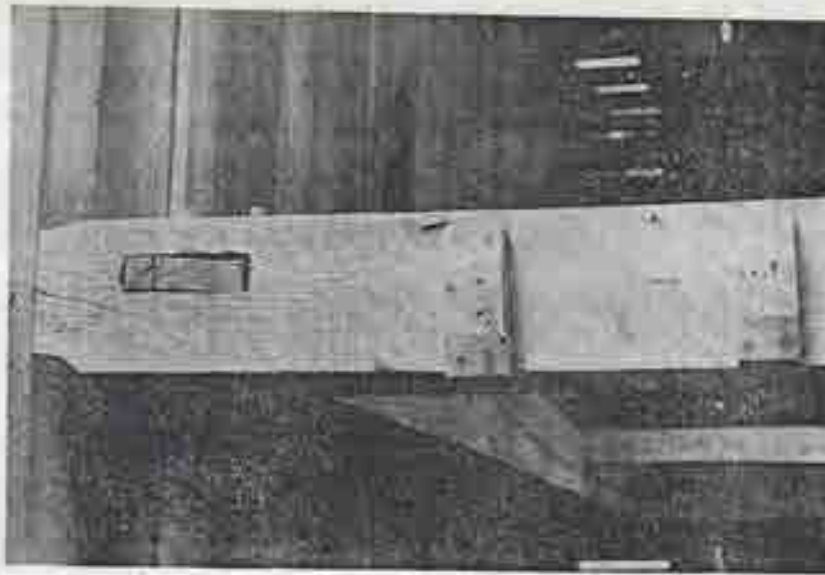
Dr. and Mrs. Schulteis feel the house still really awaits decorating. They have not decided

Visitors have many questions for the Schulteis family. One is whether Mrs. Schulteis ever gets frightened all by herself so far from town. Another is how in this world one makes a room 11 feet high seem lofty. In answer to the first query, Mrs. Schulteis gives an emphatic No! There was one evening, however, when she discovered another facet of country living. Her husband was out of town, the children were in bed, and the lungs were beating themselves silly against the windows. To enter



the youngsters' eye right at the living room. As soon as the flipped on a dim light, an un-early speaking and sleeping

Alto, examined and stamp on the house. They do know that any changes made will not destroy the architecture of the house which are as symmetrical and pleasing to the eye today as they were over 100 years ago.



Slots cut to accept the ends of boards were another part of the construction process for the old barn. As seen at the top of the board, the mortised joint reveals the end of a tangent board. All of this work was done by hand, revealing a truth about the craftsmanship of oldtime wood workers.



A rod of fence a day was laid by hand in the pioneer days of the old Schultze's place. These stone walls reach a height of five feet, but have a base below ground level of two and one-half feet. The stone was hauled by ox-cart from nearby streams.



A magnificent barn rests on the farm property, a source of great fun for the Schultze youngsters, is composed of very white poplar boards using the wedge and peg principle of construction. No nails were used in the barn built perhaps in the early 1860s.

Some Furnishings Match The Aging Of The Old Farm



The tufted divan, probably filled with mohair, wasn't easy for sitting. Generally the seating portion was overly hard by today's standards.

The exceptionally heavy armrests, all carved by hand, are also strangely odd to people of today.



Some of the poplar boards used in the interior construction of the barn on Richard Schalthals' farm property are so wide one has difficulty imagining the size of the tree from which they came.



Interior of the log cabin, probably built in 1810, indicates pioneers still themselves little room for living. The

America's Progress Was the Progress of Its Families As They Improved Land and Home

The progress of the American people has been measured by the progress of their homes. The American people have built a better home for themselves than any other people in the world. They have built a home that is more comfortable, more convenient, and more beautiful than any other home in the world. They have built a home that is more healthful, more cheerful, and more prosperous than any other home in the world. They have built a home that is more modern, more scientific, and more artistic than any other home in the world. They have built a home that is more practical, more economical, and more efficient than any other home in the world. They have built a home that is more beautiful, more interesting, and more enjoyable than any other home in the world. They have built a home that is more comfortable, more convenient, and more beautiful than any other home in the world. They have built a home that is more healthful, more cheerful, and more prosperous than any other home in the world. They have built a home that is more modern, more scientific, and more artistic than any other home in the world. They have built a home that is more practical, more economical, and more efficient than any other home in the world. They have built a home that is more beautiful, more interesting, and more enjoyable than any other home in the world.

Every man, woman, and child in America has a home. The American people have built a better home for themselves than any other people in the world. They have built a home that is more comfortable, more convenient, and more beautiful than any other home in the world. They have built a home that is more healthful, more cheerful, and more prosperous than any other home in the world. They have built a home that is more modern, more scientific, and more artistic than any other home in the world. They have built a home that is more practical, more economical, and more efficient than any other home in the world. They have built a home that is more beautiful, more interesting, and more enjoyable than any other home in the world.

Education and health care for every man, woman, and child in America. The American people have built a better home for themselves than any other people in the world. They have built a home that is more comfortable, more convenient, and more beautiful than any other home in the world. They have built a home that is more healthful, more cheerful, and more prosperous than any other home in the world. They have built a home that is more modern, more scientific, and more artistic than any other home in the world. They have built a home that is more practical, more economical, and more efficient than any other home in the world. They have built a home that is more beautiful, more interesting, and more enjoyable than any other home in the world.



Lifestyle



Two sheep, two maple trees and a dog grace the front yard of the 123-year-old Bauer House.

Bauer House holds hands with history

Architecture

1

Photo by [unreadable] for Herald-Telephone. Photo by [unreadable] for Herald-Telephone.

of Civil War era a plus for guests

By Dawn Denny
Illustration by Wm.

It is the spirit of 1861, French and Beverly have become America's finest and most famous. Although the name is French, the spirit is truly American. The tall, thin, red brick house, built in a few years after the Civil War, yet it still remains a masterpiece of architecture. Every window and every door is a masterpiece of workmanship. The house, built from the finest materials, stands as a monument to the past.

The house stands on a hill, with a view of the city and the bay. The architecture is a blend of French and American styles. The house is a masterpiece of workmanship. The house, built from the finest materials, stands as a monument to the past.

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Many breakfasts at the house are made of local products. The house is a masterpiece of workmanship. The house, built from the finest materials, stands as a monument to the past.

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It is the spirit of 1861, French and Beverly have become America's finest and most famous. Although the name is French, the spirit is truly American. The tall, thin, red brick house, built in a few years after the Civil War, yet it still remains a masterpiece of architecture.

The only advertising we did was to put our name in the States Guide, and in the Birmingham, Mobile, County, and Montgomery Visitor's Bureau. We were in the States Guide for several years. We were in the Birmingham, Mobile, County, and Montgomery Visitor's Bureau for several years. We were in the States Guide for several years. We were in the Birmingham, Mobile, County, and Montgomery Visitor's Bureau for several years.

Our first guests were two elderly women from Birmingham. They were in the States Guide for several years. We were in the Birmingham, Mobile, County, and Montgomery Visitor's Bureau for several years. We were in the States Guide for several years. We were in the Birmingham, Mobile, County, and Montgomery Visitor's Bureau for several years.

On their first night, the women were in the States Guide for several years. We were in the Birmingham, Mobile, County, and Montgomery Visitor's Bureau for several years. We were in the States Guide for several years. We were in the Birmingham, Mobile, County, and Montgomery Visitor's Bureau for several years.



The new Mrs. Brown at a breakfast table in the dining room of the house. The first breakfast of the house was held in the dining room.

They took a breakfast table in the dining room. The house is a masterpiece of workmanship. The house, built from the finest materials, stands as a monument to the past.

Jan 9 - 1997
 Shell Stone

the area's historic family farms

By Gena Asher
 FT Staff Writer

For many of the barns on Maple Grove Road, the view from the kitchen windows haven't changed much since the days when their parents and grandparents farmed the rolling hills.

Intertwined with vines of dry-corn fences peering in between fields and fields, the area has been home to Singers, Owens, Tyfles and numerous others for generations. Machinery and economic may have changed the lifestyles, and wood and brick may now cover old log cabins, but some day-to-day activities are age-old for family farmers.



The Maple Grove Road area has been nominated as a rural district for National Register of Historic Places.

It's because so much of the family farm heritage has been preserved that the area has been nominated to the National Register of Historic Places, the first rural district in the state to achieve such a distinction.

"There are some farms on the national register but nothing like the Maple Grove Road area, where several farmsteads are linked together by a sense of rural community or neighborhood," said Martha Clark, director of community services for the Historic Landmarks Foundation in Hillsborough.

The review had and visited the area several years ago with an eye toward such a nomination, and have sought local help from Hillsborough Farmsteads Inc., the preservation group in Monroe County, and Preservation Development, which is processing the nomination for Historic

Landmarks Foundation.

"What's unique is that the integrity of the houses and the barns in the ground have been preserved," said Nancy Hiestand of Preservation Development, who has tapped local sources and done research on the area as part of the nomination work. "There are families living on the farms today who can explain how the land was farmed, how the houses were built. There's also the beauty of the landscape and one of the largest collections of dry-laid stone walls in the state."

The dry-laid stone walls roll up and down the hills, peering in case or sometimes just forming a property line. Built in a 10-year span in the mid-19th century, the walls were first installed, Hiestand believes, by Irish brothers Tom and Ben Owens. Both original houses are still visible, one now serving as a bed and breakfast. The oldest home in Monroe County, the Daniel Stone house, is in the designated area and already is on the National Register.

The nominated area is roughly bounded by Union Valley Road to the west and 40 to the south, Maple Grove Road N W on the north and two creeks on the east.

"Sour's Creek and Bent Blumens Creek served as both places to quarry limestone and as ways to run a mill," said Hiestand. Some farms were strategically placed to take advantage of the running water.

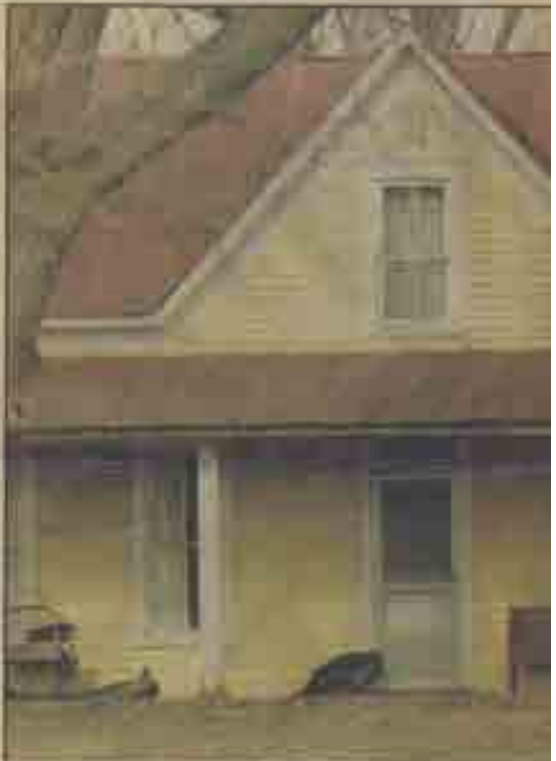
Melvin Wooden, an architect who is Hillsborough Farmsteads Inc.'s education committee chairman, appreciates the houses in the area. Some of the old cabins have been covered over by clapboard or brick while others reflect other styles of the period.

"There is a collection of exceptional houses in the area," he explained. "From Greek Revival to Gothic. The Old Tyfle farm, from around the 1800s, is Classic Greek Revival. For instance, then the Ben Owens farm is a room of a three-story at the Federal style period."

Just past the Maple Grove Church and cemetery is a yellow brick house where author and columnist Rachel Podes gathered most of her ma-



The Maple Grove Road area nominated to the National Register includes one house that is already on the Register. The Stout house is the the oldest home in Monroe County.



Peacocks decorate the porch at the house and farm who and three books. Her son and his family still farm the area, school children to see the same kind of maverick Podes did



In the 1890s, two Irish brothers settled and farmed in the Maple Grove Road area. Ben Owens' original home, above, is now a bed and breakfast and across the road, Tom Owens' original home and barn still is visible from

By Gena Asher / FT

HISTORIC

MONROE COUNTY
DRIVING TOURS

Maple
Grove
Road



- Daniel Stout House
- Owens Farm
- Stone walls
- Maple Grove Church & Cemetery
- Poden Farm
- Double-Pen House
- Victorian Farmstead

Monroe County, Indiana

HISTORY

MAPLE GROVE ROAD

Maple Grove Road, northwest of Bloomington, Indiana, is located in central Monroe County and was an important transportation route in the nineteenth century. The road traverses an area containing farmstead clusters, stone walls, a former school, and a cemetery and church. Rather than quarrying, agriculture was the dominant commercial activity in the area, and many of the farmsteads still exhibit nineteenth century agricultural patterns.

Settlement around Maple Grove Road began in the early nineteenth century, but peaked in the 1870s as families from Virginia, Maryland, Tennessee, the Carolinas, and Ireland moved into the area to farm wheat, Indian corn, and oats. They also brought with them vernacular building traditions and stylistic preferences. However, upon settlement people adopted their building traditions to the local climate, topography, and materials, giving the farms and structures around Maple Grove Road a distinctively southern flavor.

Between the 1880s and 1910, horse farming was the only available technology in the area. Beginning in the 1920s mechanized farming slowly took over agricultural practices, and smaller farmers were pushed out of the area to search for work. Along with mechanization came the depletion of nutrients in the soil, which meant the land became better suited for raising livestock by the 1950s. However, those farms that have survived the technological changes of the twentieth century not only maintain their nineteenth century features, but in some cases are still owned by the descendants of the original settlers.

Twelve houses and farmsteads in the Maple Grove Road area, plus the church and cemetery and stone walls, were listed in 1998 as a historic district on the National Register of Historic Places.

MAP
HISTORIC SITES



1. Daniel Stout House
2. Owens Farm
3. Maple Grove Church and Cemetery
4. Poden Farm
5. Double-Pen House
6. Victorian Farmstead

Directions to Maple Grove Road Area, northwest of Bloomington: From State Road 37 watch for a yellow cross-road sign marking Acuff Rd. From State Road 46, look for Union Valley Road.

(These sites are representative of the historic houses, farmsteads, and places in the Maple Grove Road District, but are not an exhaustive list of historic resources.)

Please respect the privacy of the owners by viewing all sites from the road.

More information about the history of the Maple Grove Road area can be found at the Indiana Roots of the Monroe County Public Library and the Indiana Roots of the Monroe County History Center.

Daniel Stout House



3655 N. Maple Grove Rd.
Hall and Padm. 1828

In appreciation for his service for his to the Governor William Henry Harrison, President James Monroe awarded a grant of land in Monroe County to the Virginian, Daniel Stout, in 1818. Stout built a two-story house using limestone from that creek below the site. The stone work is even more remarkable for having been completed before technical improvements made quarrying much easier. Today, the house, with its hand-cut 24-inch thick solid stone walls, is the tallest standing stone structure in the county.

Although the house remained in the hands of the Stout's descendants for more than eighty years, the upstairs was abandoned and the entire house had become rundown by the early 1940s. Since then the house has been accurately restored and was placed on the National Register of Historic Places in 1973.

Owens Farm



4505 N. Maple Grove Rd.
Massey Plan/Creek Revival, 1864

The brick farmhouse was built by Ben Owens in 1864. It is a massed-plan house with a prominent cornice and gable returns hallmarks of the Greek Revival style. The two-story portion is a scroll-egg decoration columns the entrance. An early log house, possibly used as a summer kitchen, and an old hewn-and-peeled barn also stand on the property. The dry stone walls surrounding the property were laid in the 1870s.

Stone Walls



N. Maple Grove Rd.
ca. 1870

Maple Grove Road is lined with the finest examples of dry stone walls in the state. Tradition relates that they were built by itinerant brickmen at the rate of a "petch" or rod (about 16 1/2 feet) a day, for which they were paid \$1.00. The stones for the construction were hauled to the site by ox cart. The walls go down about 2-1/2 feet into the ground - below the frost line - and some stand as high as five feet. Some of the highest and best-distributed walls surround the Owens farmhouse.

Maple Grove Church & Cemetery



N. Maple Grove Rd.
Greek Revival, 1876

The church was built in 1876 on land given by the Wampler family. It replaced an earlier church on Lost Man's Lane where the foundation and cemetery of the older church can still be found. The cemetery that surrounds the current church is much older than the building. The oldest graves in the cemetery face the west wall and are nearly flush with the building, making them difficult to read. Presumably the wall was built when the headstones were already quite old.

One headstone near the southwest corner displays an unusual motif of a carved Civil War soldier and his tent. The cross-stump headstones found in the cemetery date from the Civil War and are a common type often found in south-central Indiana.

Peders Farm



6191 N. Maple Grove Rd.
Gothic Revival, 1880

The house consists of two parts of separate origins. The rear section was once the Wampler Schoolhouse, which stood on the hill overlooking the church just up the road. In 1876, Benny Whisenand's father supposedly moved the schoolhouse down the hill to its present location near the farm spring. It was later divided into two rooms, and the side porch was the site where Rachel Peders chronicled her life on Maple Grove Road for the local newspapers. The steep-gabled front section was added later.

When the Peders bought the house, it had been undlessly altered by Benny's succession of wives, leading Rachel Peders to declare the house "a superb architectural blunder that could not possibly be corrected." She later mused, "And so I thought I could make peace with the house, in time. It has come true. I love this old house. We are the best of friends."

Doubles-Pen House

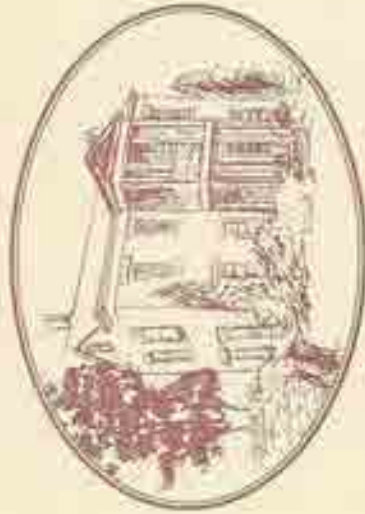


1555 E. Maple Grove Rd.
Doubles-Pen, ca. 1875

Double-pen houses are named for the two "pens" or sections joined with gables on each end. This style is sometimes called the "dog-plot" because an open space between the pens is often present. In many cases, a double-pen was simply two log cabins separated by a breezeway that would be later enclosed. The house has undergone multiple renovations over time yet remains similar to its original appearance.

Bauer House

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3 miles from downtown Bloomington

Frank & Beverly Bauer
4595 N. Maple Grove Road
Bloomington, IN 47404
(812) 336-4383

 Member of the Indiana Bed and Breakfast Association (approved and approved)

Bauer House Bed and
Breakfast brochure



Welcome to the Bauer House

nestled away in the rolling hills of southern Indiana in the heart of historic Monroe County.

The Bauer House is located on 7 acres and was built in 1864 by a prominent Monroe County farmer, Benjamin Owens. The original farm consisted of 500 acres and the Owens family owned the farm for over a century. The farm is surrounded by dry stone walls built in the 1870's and are some of the best preserved stone walls in Monroe County. The original house contained ten rooms with a fireplace in each room and eleven foot tall ceilings. Wide plank poplar floors are original and creak just enough to feel like home.

The Bauer House invites guests to come and enjoy a quiet peaceful stay and an extended continental breakfast.

There are three large rooms from which to choose. Each room is furnished with a double bed, television, air conditioner and an antique rocking chair for your evening relaxation.



Rates and Reservations

\$50.00 — \$60.00 plus tax per night for double occupancy, breakfast included. To guarantee your reservation we require a \$10.00 deposit for each room. Your deposit will be refunded if you cancel your reservation 7 days prior to your scheduled arrival. There is a \$5.00 charge for each additional person.

Check in: Flexible

Check out: 11:00 am

Children: Please inquire

No pets • Smoking permitted outside only

Open March through November

All prices are subject to change without notice







EXHIBIT 5: SHAARD IHSSI County Survey

8/21/22, 2:08 PM

<https://secure.in.gov/ippo/shard/servlet.html?printType=countySurvey>

IN.gov

SHAARD

IHSSI (County Survey)



Survey Number: 105-055-01004
Rating: Outstanding
Historic Name: Ben Owens Farmstead
Year Dataset Compiled: 2014
National Register File Number: NR-1364

Survey County

County	Legal Township(s)	Quad Name(s)
Madison	Bloomington	Bloomington

Address: 4595 Maple Grove Rd.
City: -
Location Notes: -

Coordinates

Easting **Northing**

<https://secure.in.gov/ippo/shard/servlet.html?printType=countySurvey>

14

537842

4340765

Common Name: -

Category: Building

Visible?

Historic District?

Historic District Name: Maple Grove Road Rural Historic District

Ownership: private

Use: Present

Residence:

Commercial:

Vacant:

Other:

Describe: Farmstead

Other:

Use: Past

Residence:

Commercial:

Vacant:

Other:

Describe: Farmstead

Other:

Surveys/Legal Protections

National Register:

State Register:

Hoosier Homestead:

National Historic Landmark:

Local Designation:

Protective Covenants:

Other:

Areas of Significance: AGRICULTURE, ARCHITECTURE

Other Significance: -

Endangered: No

Explanation: -

Number of Contributing Resources: 6

Number of Non-contributing Resources: 2

Environment: Rural

Is Bibliography: Talked with owner

Structure Type

Bridge:

Cemetery:

Other:

Time Period(s): 1864

Condition: Good

Year Demolished: -

Integrity: Slightly Altered

Date Moved: -
Alterations: -
Style: Greek Revival
Type/Vernacular: -

Architect/Builder Architectural Firm Affiliation

Replacement

Windows: Roof:
Other:

Additions

Sidings: Wings:
Other:
Removals: -

Stories

1: 1 1/2: 2: 2 1/2:
Other:

Plan

Rectangular: Polygonal:
L: T: X: U:
Irregular: Other:

Depth

Single-Pier: Double-Pier:
Irregular/Massed: Other:

Number of Bays: 2
Foundation: LIMESTONE
Foundation Description: -
Walls Description: -
Other Walls: -

Roof

Side-Gable: Front-Gable: Cross-Gable:
Hip: Pyramidal: Mansard:
Other:
Material: ASPHALT
Features: 5 brick chimneys, wood cornice and returns

Porches

Front: Side: Back:

Notes: See #29

Openings: 6/6 double hung wood windows w/metal storms, limestone sills and lintels, slightly recessed wood panel doors w/3 light wood transoms and wood sidelights, glazed metal storms, wood trim, glazed wood panel door w/3 light transom w/glazed metal storm

Interior: -

Outbuildings: English barn,
Shed,
Other

Description: c. 1819 log cabin summer kitchen, earlier small sq

Notes: Wood barn and shed have slate roofs. Earlier cottage has wood siding, metal roof, 6/6 double hung wood windows, wood floor. Log summer kitchen with wood shingle roof and limestone chimney. Wood garage w/metal roof and glazed wood panel garage door.

Statement of Significance: Outstanding example of a Civil War era farmstead. Outstanding features include the Greek Revival house with Gothic influences, the limestone walls, the earlier cottage house, the slate roof English barn and slate roof shed, and the log cabin summer kitchen. The two head stone cemetery also contributes to the integrity of the farmstead. The brick house was constructed in 1864 by Benjamin Owens, one of three sons of settler John Owens. The house retains most of its original features and form, the most notable alteration being a rear one-story addition. The other buildings on the property also remain mostly original to their date of construction.

Architectural Description: Two story front porch with pedimented gable front roof, scrolled wood columns and railing, wood floor on the second story, concrete floor and steps on first story. Pointed Gothic wood windows in the gable ends on the third story. Vinyl sliding doors and glazed wood garage door in rear addition.

<https://secure.in.gov/apps/ids/ksasr/sprnt.html?prntType=countySurvey>

Monroe County

Interim Report

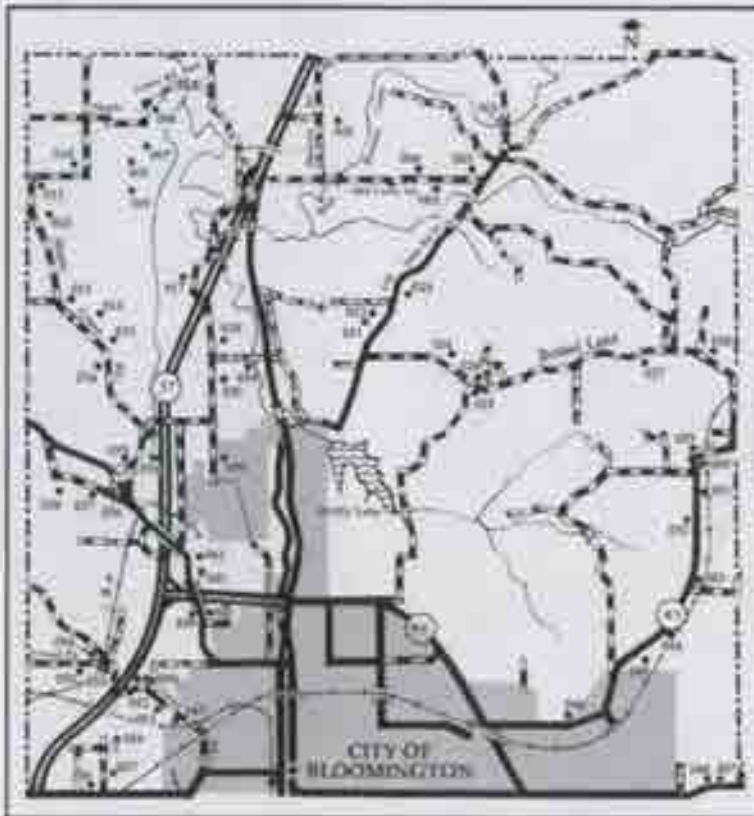


This interim report is designed to be utilized as a working document for government agencies, local organizations, and private citizens as they begin a more complete study of property.

Revised June 1989

Cover Photo:
Dwight McNewly House, Ellettsville, Photo by
JRM. Courtesy: Ed Morgan

Bloomington Township (25001-25058)



Bloomington Township, in south central Monroe County, has been the most densely populated township since Monroe County's early settlement. Its good farmland, springs and timber resources of Reed Blount Creek made it attractive to settlers, and when it was chosen as the site for the county seat, it drew merchants, craftsmen and other professionals as well.

The limestone beneath the soil on the western side of this township had little impact on its early history. But by the turn of the century a number of iron companies had opened in Monroe. Although farming continued to be a viable activity for some residents of Bloomington Township, most of the township's economy is based on industry and commerce generated by Birmingham. The city accounts for most of the township's population and almost half of its land.

Even before the 1810 land sales, a number of families had settled in Bloomington Township. Among the early land purchasers whose names are still familiar to county historians are David Rogers, John Ketchum, George and James Parks, Henry Wampler, Thomas Smith, James Scotland, Thomas Graham, John Baskin and Robertson Graham. In early 1825, a site on the southern edge of this township was selected for the county seat. In April, the first county commissioners, Bartlett Woodward, Michael Baskin and James Parks, named the county seat Bloomington. That same year Bloomington Township was officially organized and named.

The former buildings of this township, outside Birmingham are all related to the rural life of its early citizens. One of the most scenic and historic county roads

Maple Grove Road' is located here. The oldest house in the county, the Daniel Snow House, built in 1828, and several other early settlements, stone walls and the Maple Grove Church cemetery are of historic importance. The construction of several suburban developments in the area threaten the integrity of this historic environment.

No. 144 Description

- 82 N **844p No. 5, North Old State Road 27 and Ross Street, Cook House Place, Ticon, c. 1910**
Engineering
Thompson (1991)
- 82 C **House, 377 2nd Court Road, Burlington, c. 1820**
Architecture
1991
- 82 C **House, 240 Mid-Curry Road, Pleasant Hill, VA**
Vermont Commission
1991
- 82 N **House, 381 Mid-Curry Road, Single-pk., Sig. c. 1810**
Architectural Commission
1991
- 82 C **House, 426 North Brown Road, Danbury, c. 1840**
Agriculture,
Vermont Commission
1991
- 82 N **House, 1381 East Maple Grove Road, Danbury, Sig. c. 1810**
Vermont Commission,
Agriculture
1991
- 82 N **House, 1731 East Maple Grove Road, Danbury, Sig. c. 1840**
Architecture
1991
- 82 C **Farm, 420 North Maple Grove Road, Danbury, Sig. c. 1840**
Vermont Commission,
Agriculture/Architecture
1991
- 82 C **House, 6241 North Maple Grove Road, Danbury, c. 1890**
Vermont Commission
1991

- 82 N **Farm House, 4731 North Maple Grove Road, Danbury, Vermont, c. 1890**
Vermont Commission,
Danbury, Agriculture
1991
- 82 O **Maple Grove Church and Cemetery North Maple Grove Road, Danbury, VA**
Vermont Commission,
Burlington, Architecture
1991
- 82 S **Farm, 4731 North Maple Grove Road, Danbury, Vermont, c. 1870**
Vermont Commission,
Agriculture
1991
- 82 S **Shaker-Clyde House, 3021 North Maple Grove Road, Danbury, Vermont, Sig. c. 1840**
Vermont Commission, Agriculture
1991
- 82 C **Tree House Farm, 4912 North Maple Grove Road, Danbury, Vermont, c. 1870**
Vermont Commission, Landscape
Architecture
1991
- 82 N **Stone Wall, North Maple Grove Road, 1970**
Landscape
Architecture
1991
- 82 O **Quaker Farm, 5780 North Maple Grove Road, Woodport, Vermont, 1984**
Vermont Commission, Agriculture,
Architecture
1991
- 82 S **Farm, 4025 Kester Pike, Hill-and-park, two-story, Sig. c. 1840**
Vermont Commission
1991
- 82 N **Quaker Hill Farm, 6027 Kester Pike, Danbury, c. 1850**
Vermont Commission,
Agriculture
1991
- 82 N **Stone Wall, North Road, c. 1870**
Landscape Architecture
1991
- 82 C **House, 4260 Kester Pike, Pleasant Hill, c. 1910**
Vermont Commission
1991



Quaker Farm (82O) This imposing front porch was built by Ben Clark in 1844. It is a typical New England style of a prominent porch and gable windows, hallmarks of the Clark family style. The two-story porch and wood cut decoration enhance the structure. All early log houses, possibly used as a summer kitchen, and an old barn and 1870s farm also stand on the property. The Old Stone Wall surrounding the property were built in 1870-1875.



Jack Brown House (82O) During the height of period woods, in 1912, Jack Brown had this house built in the Queen Anne style. It exhibits a picturesque effect for the exterior with its intricate roof, bellows, an enclosed porch at the basement level. The formal white pillars of the entrance especially attract the eye. House built by producer of the Coward Hand in Danbury.

82 O Jack Brown House, 4731 North 142 North Road 27, Danbury, Vermont, 1912
Architecture
1991