



MONROE COUNTY COMMISSIONERS

Penny Githens, President
Julie Thomas, 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, July 26, 2023, 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 GITHENS

2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER THOMAS

3. DEPARTMENT UPDATES

Health – Lori Kelley

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

5. APPROVAL OF MINUTES

July 19, 2023

6

6. APPROVAL OF CLAIMS DOCKET

Accounts Payable – July 26, 2023
Payroll – July 28, 2023

7. REPORTS

Clerk of Circuit Court – June 2023
Treasurer's – June 2023
Weights and Measurer's – June 16 – July 15, 2023

17

19

21

8. NEW BUSINESS

A. FLEMING INTERIOR GROUP FOR PUBLIC DEFENDER'S OFFICE CHAIRS

22

Fund Name: 2022 GO Bond

Fund Number: 4815

Amount: \$11,709.33

Presenter: Richard Crider

This request is to approve the proposal submitted by Fleming Interior Group in the amount of \$11,709.33 to purchase 29 office chairs for the Public Defender's Office. There's a 5 year warranty on the high-wear mechanical parts and a 3 year warranty on the seat and back covering. The chairs will be received and assembled by ASI and are replacing the older worn chairs throughout the facility.

B. STRAUZER CONSTRUCTION CO. INC. JUSTICE BUILDING CEILING REPLACEMENT

28

Fund Name: 2018 GO Bond

Fund Number: 4811

Amount: \$3,945

Presenter: Richard Crider

This request is to approve the proposal submitted by Strauser Construction Co., Inc. in the amount of \$3,945.00 to remove drywall ceiling and replace with a suspended ceiling grid and tiles in two locations in the facility that received water damage due to recent drain line leaks. The new suspended ceiling will provide better access to plumbing lines in the areas.

The scope of work includes:

1. Remove drywall ceiling and studs entirely.
2. Installation of new suspended ceiling with vinyl faced ceiling tile.
3. Installation of 2 new LED lights by Elite Electric.
4. Installation of new air supply diffuser.
5. Final cleanup.

C. ESRI ARCGIS 3 YEAR ENTERPRISE LEVEL AGREEMENT

33

Fund Name: Cumulative Capital

Fund Number: 1138

Amount: \$263,300

Presenter: Greg Crohn

Our GIS program and its potential is severely limited with the quantity and type of licenses we have subscribed to for a number of years. Additionally, some services have been outsourced due to the inability to be performed in-house, at an additional cost to the County.

This request is to approve the three year agreement with ESRI Inc. for Enterprise level licensing that will allow us to improve efficiency and expand our GIS capabilities to better serve Monroe County.

Billing is annually charged at a stepped rate of: Year 1: \$60,000 Year 2: \$90,000 Year 3: \$113,300.

First installment due 4th quarter of this year.

D. CDWG CISCO LICENSING AND SERVICE AGREEMENT RENEWAL

41

Fund Name: Cumulative Capital

Fund Number: 1138

Amount: 17,750.88

Presenter: Greg Crohn

The annual renewal is due for our Cisco Firewall and Management Console licensing. Licensing carries with it a one (1) year extended service and support agreement, which provides updates, hardware replacement coverage, and 24/7 technical assistance.

E. GRANT FUNDING SUPPORT FOR LOCAL SCHOOLS

43

Fund Name: CoAg Supplemental Workforce

Fund Number: 8111

Amount: \$12,280

Presenter: Lori Kelley

The Monroe County Health Department has opted to help support local schools through the CoAg (Cooperative Agreement for emergency Response: Public Health Response/Workforce Development/Reopen Schools) grant for the grant cycle of July 1, 2022 to June 30, 2023.

On July 20, 2023, the Board of Health made the following recommendations to the proposals submitted:

Bloomington Montessori School-The Board of Health recommends funding \$4,000 for water bottle filling stations.

Covenant Christian School-The Board of Health does not recommend funding the HVAC unit proposal.

Harmony School-The Board of Health does not recommend funding the playground equipment. They suggest the Board of Commissioners could consider funding the request for internal communication equipment.

Edgewood Schools-The Board of Health does not recommend funding carpet extractors.

Seven Oaks Classical Schools-The Board of Health recommends funding \$4,000 for water bottle fillers. The Board of Health does not recommend funding nurse recovery beds. They suggest the Board of Commissioners could consider funding disinfecting fogger and HEPA purifiers.

St. Charles-The Board of Health recommends funding 2 AEDs for a total amount of \$3,850 and 2 bleeding kits for a total of \$430. They recommend the Board of Commissioners could consider funding trauma bags and GoKit+.

The Project School-The Board of Health does not recommend funding the creative play space.

Monroe County Community School Corporation-The Board of Health does not recommend funding a nurse educator or consultant fees.

F. BOBCAT OF ELLETTSVILLE SERVICE AGREEMENT

60

Fund Name(s): County General and Non-reverting

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

Amount: Not to exceed \$3,000

Presenter: Kelli Witmer

On 06-21-23, the Monroe County Parks & Recreation Board approved to hire Bobcat to perform equipment repairs. The service agreement expires on 11-01-25.

G. SPEARS CORPORATION SERVICE AGREEMENT

65

Fund Name(s): County General and Non-reverting

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

Amount: Not to exceed \$5,000

Presenter: Kelli Witmer

On 06-21-23, the Monroe County Parks & Recreation Board approved to hire Spear Corporation to perform splash pad repairs. The service agreement expires on 11-01-25.

H. ORDINANCE 2023-26; TRANSFER A PARCEL TO THE TOWN OF STINESVILLE

70

Presenter: David Schilling

This item is being continued from the July 19, 2023 Commissioners' meeting.

The Commissioners obtained a Tax Sale Deed for Parcel Number 53-03-17-403-046.000-002 in the Town of Stinesville. The Town of Stinesville has requested that the County transfer the parcel to the Town.

I. DLZ REGARDING INITIAL SITE REVIEW AND EVALUATION

92

Fund Name: EDIT BAN-2022

Fund Number: 4816

Amount: Not to exceed \$10,000

Presenter: Jeff Cockerill

As the County continues to work for a functional and treatment oriented Jail facility, determination of the proper site for the facility is necessary. No specific properties for this review have been identified. However, many options have been relayed to the County. The County Council approved a document that states that they recommend "a jail location as close to existing services as possible" and the size of the property has been discussed in CJRC meetings. It is anticipated that this agreement will allow for an in depth review of up to four sites to determine what they can accommodate.

Again, no sites for review have been identified.

This is not an agreement to begin master planning of a site or jail design.

J. ORDINANCE 2023-25: AMEND VARIOUS TRAFFIC ORDINANCES

102

Presenter: Lisa Ridge

Amend Ordinance 86-09 to **add** the following 35 mph location: Matthews Drive

Amend Ordinance 86-09 to **add** the following 30 mph location: Eller Lane

Amend Ordinance 86-09 to **add** the following 20 mph locations: Ponderosa Drive, McMullen Drive, Joshua Drive, Charles Place

Amend Ordinance 86-06 to **delete** the following stop location: White River Drive for Maefield Street

Amend Ordinance 86-06 to **add** the following stop location: Maefield Court for White River Drive

K. INDOT AGREEMENT FOR PEDESTRIAN TRAIL IMPROVEMENTS

104

Fund Name: Local Road and Street

Fund Number: 1169

Amount: \$88,184

Presenter: Lisa Ridge

This agreement is for project coordination and funding with INDOT. The project is for the pedestrian trail improvements, flashing beacon installations at various locations around the county. The locations are as follows:

- Limestone Trail at Dillman Rd
- Limestone Trail at Church Lane
- Clear Creek Trail at Victor Pike
- Clear Creek Trail at That Road
- Bloomington Rail Trail at That Road
- Bloomington Rail Trail at Rogers Street

- Clear Creek Trail at Rockport Road

After the State Transportation Improvement Plan (STIP) is adopted, the funding for this project will be increased to \$295,912 for construction and construction inspection. The local match will be \$27,715. This was approved through the MPO Policy Committee and their funding allocations.

L. CHRISTOPHER B. BURKE ENGINEERING, LLC SERVICE AGREEMENT

124

Fund Name: Stormwater

Fund Number: 1197

Amount: \$5,000

Presenter: Kelsey Thetonia

This is an agreement between the Monroe County Board of Commissioners and Christopher B. Burke Engineering, Indianapolis, IN, for professional services for Municipal Separate Storm Sewer System (MS4) audit assistance. The Monroe County MS4 program will be audited by the Indiana Department of Environmental Management on Tuesday October 24, 2023.

M. ORDINANCE 2023-20; STARTS REZONE

133

Presenter: Anne Crecelius

The Monroe County Zoning Ordinance is amended to rezone a portion of a 17.29 +/- acre parcel in Section 11 of Clear Creek Township at 7955 S Fairfax RD, parcel #: #53-11-11-300-014.000-006, from Agricultural Rural Reserve (AG/RR) to Limited Business (LB) zoning district. The petitioner will provide the exact legal description for the portion requested to be rezoned by July 26, 2023. The petitioner's representative has provided a proposed written commitment for consideration. This petition will reach 90 days from Plan Commission vote on August 14, 2023.

N. ORDINANCE 2023-21,A,B, & C; FIELDSTONE (WILEY FARM) PUD OUTLINE AMENDMENT #4 TO PARCELS F, G, & I

158

Presenter: Tammy Behrman

Fieldstone (Wiley Farm) Planned Unit Outline Plan Amendment 4 to Parcels F, G, & I. One (1) 30.23+/- acre parcel in Section 2 of Van Buren Township at Parcel Number#: 53-09-02-300-081.000-015.

9. APPOINTMENTS

10. ANNOUNCEMENTS

11. ADJOURNMENT



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100 W Kirkwood Avenue
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Members

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

Staff

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

- | | |
|--|-----------------|
| 1. CALL TO ORDER BY COMMISSIONER GITHENS | 10:03 am |
| <hr/> | |
| 2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER JONES | 10:04 am |
| <hr/> | |
| 3. DEPARTMENT UPDATES
Health – Kathy Hewett
Highway – Lisa Ridge | 10:04 am |
| <hr/> | |
| 4. PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker)
Dareal Ruble, Monroe County resident | 10:15 am |
| <hr/> | |

5. APPROVAL OF MINUTES

10:19 am

July 5, 2023

Thomas made a motion to approve. Jones seconded.

No public comment.

Githens asked for a roll call vote.

Cockerill called roll.

Githens, yes

Thomas, yes

Jones, yes

Motion carried 3-0.

6. APPROVAL OF CLAIMS DOCKET

10:19 am

Accounts Payable – July 19, 2023

Payroll – July 14, 2023

Thomas made a motion to approve. Jones seconded.

Githens asked for a roll call vote.

Cockerill called roll.

Githens, yes

Thomas, yes

Jones, yes

Motion carried 3-0.

7. REPORTS

None

8. NEW BUSINESS

A. B-TECH FIRE AND SECURITY AGREEMENT FOR JUSTICE BUILDING DOOR ACCESS CHANGES

10:20 am

Fund Name: County General

Fund Number: 1000

Amount: \$6,647.57

Presenter: Greg Crohn

There are two doors at the Justice building that need to have the current swipe lock systems replaced. One being a non-functioning swipe system on the server room, and another leading from the alley into the Sheriff's Office, that is non-standard to our primary lock system and software. This request is to approve the quotes supplied from B-Tech Fire and Security to replace both lock systems.

Thomas made a motion to approve. Jones seconded.

No public comment.

Githens asked for a roll call vote.

Cockerill called roll.

Githens, yes
Thomas, yes
Jones, yes
Motion carried 3-0.

B. B-TECH FIRE AND SECURITY AGREEMENT JOHNSON BUILDING CAMERA REPLACEMENT

10:23 am

Fund Name: County General
Fund Number: 1000
Amount: \$2,255
Presenter: Greg Crohn

One of the security cameras located on the exterior of the Johnson Hardware Building has failed and requires replacement. Unit is past the covered warranty period. This request is to approve the quote provided by B-tech Fire and Security to supply and replace one (1) 180 degree Pan/Tilt/Zoom Exterior camera.

Thomas made a motion to approve. Jones seconded.
No public comment.
Githens asked for a roll call vote.
Cockerill called roll.
Githens, yes
Thomas, yes
Jones, yes
Motion carried 3-0.

C. EVENS TIME INC. SERVICE AGREEMENT

10:23 am

Fund Name: Cumulative Capital
Fund Number: 1138
Amount: \$1,195.35
Presenter: Greg Crohn

The gate controller for the County Parking Garage is malfunctioning resulting in the entry gate staying in the full upright position after a vehicle has passed the detection loop. This has prompted "piggy backing" of vehicles through the gate and unauthorized access by the public. Diagnostics performed by Evens Time conclude replacement of the control board is necessary. This request is to approve the quote from Evens Time Inc. for one time service and parts, to restore service to the garage entry gate.

Thomas made a motion to approve. Jones seconded.
Public comment:
Unidentified person.
Githens asked for a roll call vote.
Cockerill called roll.
Githens, yes
Thomas, yes
Jones, yes
Motion carried 3-0.

D. MATRIX INTEGRATION SERVICE AGREEMENT FOR JAIL OFFICE CHANGES

10:27 am

Fund Name: Cumulative Capital

Fund Number: 1138

Amount: \$3,371.40

Presenter: Greg Crohn

One of the areas in the jail that was previously used as storage is being converted to office space by Jail Command. This area does not have any hardwired network access. Due to construction of the building, interference rules out the use of wireless networking. This request is to approve the quote provided by Matrix Integration, for one time service, to install EMT conduit, 2 pairs of Cat 6 Ethernet lines, and the required data jacks and face plates.

Thomas made a motion to approve. Jones seconded.

No public comment.

Githens asked for a roll call vote.

Cockerill called roll.

Githens, yes

Thomas, yes

Jones, yes

Motion carried 3-0.

E. TOSHIBA COPIER FLEET AGREEMENT

10:28 am

Fund Name: Cumulative Capital

Fund Number: 1138

Amount: \$4,534 per month/60 months

Presenter: Greg Crohn

Most of Monroe County Governments currently owned copiers are beyond 10 years old, are going beyond supported service life within the next 6 months and will not be supported by the manufacturer. This request is to approve the agreement with Toshiba Business Solutions to replace thirty-two beyond service life Ricoh model copiers, with a total of thirty-two Toshiba E-Studio 330AC, 4525AC, and 5525AC series copiers. Terms of lease are for Sixty (60) months at \$4,534.00 p/month. Copy and print monthly charges are at \$.0038 per B/W print, \$.035 per color print. All copiers listed in the agreement fall under a \$1.00 buyout and will be owned by Monroe County Govt. at lease maturity. All pricing and terms meet State QPA contract parameters.

Thomas made a motion to approve. Jones seconded.

No public comment.

Githens asked for a roll call vote.

Cockerill called roll.

Githens, yes

Thomas, yes

Jones, yes

Motion carried 3-0.

F. **RICHARD'S SMALL ENGINE REPAIR SERVICE AGREEMENT**

10:31 am

Fund Name(s): County General, and Non-reverting

Fund Number(S): 1000, 1178, and 1179

Amount: Not to exceed \$3,000

Presenter: Kellie Witmer

On 06-21-23, the Monroe County Parks & Recreation Board approved to hire Richard's Small Engine to perform equipment repairs. The service agreement expires on 11-01-25.

Thomas made a motion to approve. Jones seconded.

No public comment.

Githens asked for a roll call vote.

Cockerill called roll.

Githens, yes

Thomas, yes

Jones, yes

Motion carried 3-0.

G. **SECURITY AUTOMATION SYSTEMS SERVICE AGREEMENT**

10:33 am

AMOUNT: \$10,640

Presenter: Angie Purdie

During repairs/inspection of the central control room it was observed that the wiring housing underneath the cabinetry was covered in dander/dust causing a significant concern for fire. Additionally, multiple dead rodents were located under the wiring. This is a significant concern for the safety and well-being of anyone who enters the facility. This is an item we would like to pay out of the jail commissary budget line.

Thomas made a motion to approve. Jones seconded.

No public comment.

Githens asked for a roll call vote.

Cockerill called roll.

Githens, yes

Thomas, yes

Jones, yes

Motion carried 3-0.

H. **ORDINANCE 2023-26: Transfer of parcel to the Town of Stinesville**

10:34 am

Presenter: David Schilling

The Commissioners obtained a Tax Sale Deed for a Parcel Number 53-03-17-403-046.000-002 in the Town of Stinesville. The Town of Stinesville has requested the County to transfer the parcel to the Town.

Thomas made a motion to approve. Jones seconded.

Public comment:

Rita DeLawter, Owen County resident.

Thomas made a motion to continue until July 26, 2023. Jones seconded.

Githens asked for a roll call to continue.

Cockerill called roll.
Githens, yes
Thomas, yes
Jones, yes
Motion carried 3-0.

I. BUTLER FAIRMAN & SEUFERT, INC. CONSTRUCTION INSPECTION SERVICES
Fund Name: Local Road and Street
Fund Number: 1169
Amount: \$25,000
Presenter: Lisa Ridge

10:43 am

This agreement is for construction inspection services for the pedestrian improvements at various trail locations across the county. There are seven (7) locations that will have flashing beacons installed on county roads at trail crossings. RFP's were accepted in June and scored by three (3) highway employees and sent to INDOT for review and approval. The seven locations are as follows:

- Limestone Trail at Dillman Rd
- Limestone Trail at Church Lane
- Clear Creek Trail at Victor Pike
- Clear Creek Trail at That Road
- Bloomington Rail Trail at That Road
- Bloomington Rail Trail at Rogers Street
- Clear Creek Trail at Rockport Road

The federal funds have been approved for 90% (\$22,500) through HSIP (Highway Safety Improvement Plan) in the MPO Transportation Improvement Plan (TIP) 2024-2028. The local match is \$2,500. After installation of the flashing beacons, the future maintenance will be the responsibility of the government entity for that trail, being Bloomington Parks and Recreation Department or the Monroe County Parks and recreation.

Thomas made a motion to approve. Jones seconded.
No public comment.
Githens asked for a roll call vote.
Cockerill called roll.
Githens, yes
Thomas, yes
Jones, yes
Motion carried 3-0.

9. APPOINTMENTS

10:45 am

Thomas made a motion to appoint the following. Jones seconded.

Capital Improvement Board (CIB)

John Whitehart, term ending January 15, 2024
Joyce Poling, term ending January 15, 2024

Githens asked for a roll call vote.
Cockerill called roll.
Githens, yes
Thomas, yes
Jones, yes
Motion carried 3-0.

10. ANNOUNCEMENTS

10:47 am

Indiana Solar for All grant opportunities are available for income qualified households. For more information go to www.insf.org/partipate.

In response to a request from “Hoosier Hills Fresh Food” distribution, the Board of Commissioners will host a diaper drive. A container is available for donations of wipes, pull-ups, and diapers in the Courthouse Rotunda. These supplies will be given to Hoosier Hills for their food distributions August 11.

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 the **Capital Improvement Board** and all boards and commissions. Go to www.co.monroe.in.us for more information or to fill out application.

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

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

Wednesday, August 23, 1pm – 7pm

Thursday, August 24, 1pm – 7pm

Thursday, September 7, 1pm – 6pm

Friday, September 8, 10am – 3pm

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.

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 *New Trustee	Phone	email
Bean Blossom- Ronald Hutson	812.935.7174	beanblossomtrustee19@gmail.com
Benton - Michelle Bright	812.339.6593	michelleabright@gmail.com
Bloomington – *Efrat Rosser	812.336.4976	bloomingtontownship@in.gov
Clear Creek - Thelma Jefferies	812.824.7225	thelma@bluemarble.net
Indian Creek - Chris Reynolds	812.824.4981	indiancreektownship@gmail.com
Perry - Dan Combs	812.336.3713	trustee@perrytownship.info
Polk –*Scott Smith	812.837.9446	polktownshiptrustee@gmail.com
Richland - Marty Stephens	812.876.2509	rttfrontdesk@bluemarble.net
Salt Creek - *Joan Hall	812.837.9140	jcareyhall@gmail.com
Van Buren - Rita Barrow	812.825.4490	rbarrow@vanburentownship.org
Washington – *Mary VanDeventer	812.325.1708	mvandeventertrustee@gmail.com

11. ADJOURNMENT

10:50 am

The summary minutes of the July 19, 2023, Board of Commissioners' meeting were approved on July 26, 2023.

MONROE COUNTY COMMISSIONERS

"Aye"

"Nay"

Penny Githens, President

Penny Githens, President

Julie Thomas, Vice President

Julie Thomas, Vice President

Lee Jones, Member

Lee Jones, Member

ATTEST:

Catherine Smith, Auditor
Monroe County, Indiana

Date



**MONROE COUNTY BOARD OF COMMISSIONERS'
WORK SESSION SUMMARY**

July 19, 2023

Nat U. Hill Meeting Room - 3rd Floor, Courthouse and Zoom Connection

1. Legal Department, David Schilling

Agreement concerning GEFT'S As-Applied Claim

Schilling presented this item.

Thomas made a motion to approve the agreement and to allow Caren Pollack to sign on behalf of the County. Jones seconded.

No public comment.

Githens asked for a roll call vote.

Githens, yes

Thomas, yes

Jones, yes

Motion carried 3-0.

2. Prosecutor Department, Beth Hamlin

Amendment of Indiana University regarding High Tech Crimes Unit MOU.

Beth Hamlin presented.

Thomas made motion to approve. Jones seconded.

No public comment.

Githens asked for a roll call vote.

Githens, yes

Thomas, yes

Jones, yes

Motion carried 3-0.

3. Legal Department, Jeff Cockerill

Supplemental agreement with DLZ

Public comment:

Scott Carnegie , DZL representative and Monroe County resident
Cockerill will bring back for approval July 26, 2023.

4. John Bates, A Local 136 Plumbers & Steamfitters

Discussion regarding licensing standards for Monroe County

5. Fleet & Facilities, Richard Crider

B & L Sheet metal & Roofing for Justice Building roof repair

Fund Name/Number: TBD

Amount: \$12,500

Githens made a motion to approve. Jones seconded.

No public comment.

Githens asked for a roll call vote.

Cockerill called roll.

Githens, yes

Thomas, yes

Jones, yes

Motion carried.

6. Jeff Cockerill and Lisa Ridge

Requesting authorization to participate and negotiate in mediation to purchase
Right-of-Way.

Githens made a motion to authorize Jeff Cockerill and Lisa Ridge to negotiate on
behalf of the County.

No public comment.

Githens asked for a roll call vote.

Cockerill called roll.

Githens, yes

Thomas, yes

Jones, yes

Motion carried.

MONTHLY REPORT - CLERK OF THE CIRCUIT COURT

Required by IC 33-17-2-8

FILED

JUL 17 2023

Catherine Smith

Auditor Monroe County, Indiana

MONTHLY REPORT JUNE 2023

Charges:

1	Fees payable to the State	\$	130,919.78
	JC - Reimbursements	\$	-
	FSSA Support		
2	Fees payable to the county	\$	75,200.93
3	Bank Discrepancy	\$	4,168.11
4	Trust Funds (Bonds/Other)	\$	1,333,379.62
5	Trust, Refunds	\$	539.11
6	Trust, Judgment Collections	\$	24,446.92
	ISETS Child Support Collections	\$	9,663.10
	Interest-bearing Accounts Payables	\$	3,359.77
	Cash on Hand	\$	1,500.00
7	Total Charges	\$	<u>1,583,177.34</u>

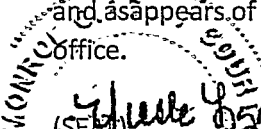
Credits

8	Certificate of deposit		
9	Certificate of deposit		
10	Certificate of deposit		
11	Monroe County Bank Account	\$	1,568,654.47
	Monroe Bank Account - Ledger		
	Old Judgment Collections		
	ISETS Child Support	\$	9,663.10
	Interest-Bearing Saving Account	\$	3,359.77
12	Subtotal: Daily Balance Record (Lines 8-11)		
13	ISETS Monthly Clerk's Support Record	\$	-
14	Total Depository Balances as shown by Records	\$	<u>1,581,677.34</u>
15	Investments on Hand at the close of business	\$	-
16	Cash in office at the close of business	\$	1,500.00
17	Total	\$	-
18	Cash Short		
19	Cash Long		
20	PROOF (Line 7)	\$	<u>1,583,177.34</u>
		\$	<u>1,583,177.34</u>

21	Balance in All Depositories	\$	1,719,375.88
22	Deduct: Outstanding Checks	\$	(162,287.40)

23	Net Depository Balance		
24	Deposits in Transit	\$	23,799.60
25	Bank Fees	\$	100.00
26	Interest		(\$8.82)
27	Miscellaneous Adjustments (explain fully)	\$	(494.92)
28	Participant recoupments	\$	1,130.00
29	Agency recoupments	\$	63.00
30	Balance in all Depositories (line 14)	\$	1,581,677.34
31	PROOF	\$	1,581,677.34

State of Indiana, MONROE County: ss: I, the undersigned Clerk of the Circuit Court in and for the afresaid county and state, do hereby certify that the foregoing report is true and correct to the best of my knowledge and belief and as appears of record now on file in this office.



Justin Gene Browne

 Clerk, Monroe Circuit Court

SETS Over \$406.20	-406.20
Adjustment for CC & ACH items in transit	4,132.26
Credit Card deposited in Bank	-4,487.98
ACH ST of IN Payables	0.00
Stale dated/reissued checks cashed	267.00
Return Bank Fees	
Other Adjustments	
Total Misc Adjustments	-494.92

Copy for Commissioners
 Copy for Board of Finance
 Copy for State Board of Accounts @
 E418 Government Center South
 Indianapolis, IN 46204

1046
COUNTY TREASURER'S MONTHLY REPORT
Required by IC 36-2-10-16 and IC 5-13

Month ending: June 2023 MONROE COUNTY

CHARGES:

1. Total Taxes Collected (Not Receipted to Ledger or Refunded)	\$ 2,925,787.16
2. Advance Collections of Taxes	0.00
3. Bank, Building and Loan and Credit Union	0.00
4. Barren Land Collections	0.00
5. Cash Change Fund	1,000.00
6. Conservancy District Collections	0.00
7. Demand Fees	0.00
8. Advance Tax Drawstrings	0.00
9. Drainage Assessments	0.00
10. Excess Tax Collections	0.00
11. Gross Income Tax on Real Estate	0.00
Wheel & Surface	591,378.74
12. Vehicle License Excise Tax	1,800,960.29
13. Sewage Collections	0.00
14. Vehicle Sharing	490.43
15. Aircraft License Excise Tax	530.15
16. Auto Rental Excise Tax	184,734.03
17. Watercraft Title and Registration Fees (Boat Excise Tax)	68,927.96
18. Lotto Excise Tax Cut	601,730.98
19. Heavy Equipment Rental	201,862.92
20. Negative Exp. Downtown TIF adjustment	0.00
21. Total Balances of all Ledger Accounts - Cash	128,240,547.38
22. Total Balances of all Ledger Accounts - Investments	22,146,273.71
23. Total Charges	\$ 156,764,223.67

CREDITS:

24. Depository Balance as Shown by Daily Balance of Cash and Depositories Record (List in Detail on Reverse Side)	\$ 124,616,949.96
25. Investments as Shown by Daily Balance of Cash and Depositories Record (Column 12, Line 4)	\$ 22,146,273.71
26. Total Cash on Hand at Close of Month:	
Currency	\$ 900.00
Coins	100.00
Checks, Money Orders, etc.	0.00
Total	\$ 1,000.00
27.	
28.	
29.	
30. Total	\$ 156,764,223.67
31. Cash Short (add)	0.00
32. Cash Long (Deduct)	0.00
33. Proof	\$ 156,764,223.67 \$ 156,764,223.67

34. Balance in all Depositories Per Daily Balance Record (Line 24 Above)	\$ 124,616,949.96
35. Outstanding Warrant-Checks (Detail by Depositories on Reverse Side)	(1,586,903.67)
36. Balance in all Depositories Per Bank Statements (Detail on Reverse Side)	\$ 137,100,029.74
37. Deposits in Transit (Detail on Reverse Side)	(916,176.21)
38. Proof	\$ 137,100,029.74 \$ 137,100,029.74

ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH:

(a) Cash Change Fund Advanced by County	\$ 1,000.00
(b) Receipts Deposited in Depositories	
(c) Uncollected Items on Hand (List on Reverse Side)	
(d) Total (Must Agree With Line 26 Above)	\$ 1,000.00

State of Indiana, Monroe County: SS: I, the undersigned treasurer of the aforesaid County and State hereby certify that the foregoing report is true and correct to the best of my knowledge and belief.

Dated this 15th day of July 2023

Jessica McChellan
County Treasurer

Note: Prepare in quadruplicate, retain one copy and give three copies to the County Auditor:

- Original (White) - To be filed with County Auditor for Board of Finance.
- Duplicate (Blue) - To be filed with County Auditor for Board of Commissioners.
- Triplet (Pink) - To be filed with County Auditor for transmission to State Board of Accounts.
- Quadruplicate (Green) - To be retained by County Treasurer.

FILED

JUL 13 2023

Christine Smith
Auditor Monroe County, Indiana

Jun-23

STATEMENT OF DEPOSITORY BALANCES AT CLOSE OF MONTH

deposits+outstanding+BB balance=CB bal come back to cashbook balance

Name and Location of Depository	Balance Per Bank Statements	Deposits in Transit	Outstanding Warrant-Checks	Balance Per Daily Balance Cash & Depositories
001 - FFB Operating 1242	\$18,082,152.79	(\$128,799.79)	(\$1,501,180.32)	\$16,452,172.68
002 - FFB Payroll 3328	\$0.00	(\$40,261.80)	(\$65,723.25)	(\$105,985.05)
003 - FFB Sweep 6040	\$0.00	\$0.00	\$0.00	\$0.00
004 - FFB PERF 5596	\$163,252.53	(\$162,961.56)	\$0.00	\$290.97
005 - FFB Credit Card 5324	\$74,552.62	\$5,974.31	\$0.00	\$80,556.93
006 - FFB General 5535	\$49,606,772.36	(\$245,077.51)	\$0.00	\$49,361,694.85
013 - German American 3108	\$29,967.15	(\$25.53)	\$0.00	\$29,941.62
014 - TI TRECS 0001	\$68,322,341.80	(\$340,570.82)	\$0.00	\$67,981,770.98
027-ONB MC 20 Cap 80-0424-04-6	\$819,722.09	(\$3,223.48)	\$0.00	\$816,498.61
029 - FFB ARPA Fund 7568	\$0.00	\$0.00	\$0.00	\$0.00
030-ONB MC2021 Bond Hunter Valley	\$1,238.40	(\$1,230.03)	\$0.00	\$8.37
Depository Totals	\$137,100,029.74	(\$916,176.21)	(\$1,566,903.57)	\$134,616,949.96
007 - MS7203004 road & street	\$56,442.25	\$0.00	\$0.00	\$56,442.25
008 - MS7203017 cum bridge	\$36,324.71	\$0.00	\$0.00	\$36,324.71
009 - MS7202940 aviation gen	\$13,214.27	\$0.00	\$0.00	\$13,214.27
010 - MS7202979 aviation constr	\$28,949.64	\$0.00	\$0.00	\$28,949.64
011 - MS7202924 aviation building	\$42,561.63	\$0.00	\$0.00	\$42,561.63
012 - MS7202953 property re-assesmt	\$7,598.87	\$0.00	\$0.00	\$7,598.87
017 - Redev-80-0267-02-3	\$59,421.94	(\$233.67)	\$0.00	\$59,188.27
018 - Redev-80-0267-01-5	\$187,304.23	(\$186,851.79)	\$0.00	\$452.44
019 - Redev-80-0306-01-1	\$97,551.29	(\$96,814.14)	\$0.00	\$737.15
020 - Redv com 80-0306-03-7	\$306,818.96	(\$1,206.53)	\$0.00	\$305,612.43
021 - Bank of New York Mellon/Holdings	\$14,094,425.38	(\$30,453.70)	\$0.00	\$14,063,971.68
022-ONB MC18 Bond Int 80-0386-01-3	\$44.88	(\$0.13)	\$0.00	\$44.75
023-ONB MC18 Constr 80-0386-03-9	\$0.00	\$0.00	\$0.00	\$0.00
024-ONB MC18 Surplus 80-0386-02-1	\$0.00	\$0.00	\$0.00	\$0.00
025-ONB MC 20 P&I 80-0424-01-2	\$291,250.87	(\$290,807.93)	\$0.00	\$442.94
026-ONB MC 20 Debt 80-0424-03-8	\$532,827.97	(\$2,095.29)	\$0.00	\$530,732.68
032-FFB C.D. 7701016934	\$7,000,000.00	\$0.00	\$0.00	\$7,000,000.00
Investment Totals	\$22,754,736.89	(\$608,463.18)	\$0.00	\$22,146,273.71
Totals	\$159,854,766.63	(\$1,524,639.39)	(\$1,566,903.57)	\$156,763,223.67
* Interest				
** Outstanding Checks				
***Reconciling item per St Bd of Accts				
****Bank Error				
Investments Balance				
Warrants & Deposits in Transit				\$3,091,542.96

ADVANCE CKS FOR SETTLEMENT

(Checks and other items returned by depositories and in process of collection at close of month)

Date Originally Received	Received From	For	Date Returned	Returned by (Name of Dep)	Reason for Return	Amount

COUNTY TREASURER'S

Required by IC 36-2-10-16
and IC 5-13

MONROE COUNTY
Month ending

June 30, 2023



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

Indiana Division of Weights & Measures
2525 N Shadeland Ave., Ste D3, Indianapolis, Indiana 46219
Office: (317) 356-7078 * Fax: (317) 351-2877
www.in.gov



INDIANA WEIGHTS & MEASURES

Equity in the Marketplace

Inspector: Scott A Sowder
Jurisdiction: Monroe
Date Start: June 16, 2022
Date End: July 15, 2022

INSPECTION ACTIVITIES	Correct	Rejected	Red Tags	TOTAL
SCALES				
Vehicle - State Police				
Vehicle - State Inspection				
Vehicle - City or County				
Railroad Scales				
Belt Conveyor Scales				
Livestock Scales				
Portable & Dormant Scales				
Hopper Scales				
Computing Scales	25	1	1	27
Suspension Scales				
Prescription Scales				
Gram Scales				
Non-Commercial Scales	3			3
MEASURING DEVICES				
LPG Meters				
CNG Meters				
Vehicle Truck Meters				
Gasoline, Kerosene, Diesel Tests	131	24		155
High Flow Diesel Tests				
Mass Flow Meters				
Taxi Meters				
Timing Devices				
CALIBRATIONS AND TESTS				
Commercial Weights				
Prescription Weights				
Wheel Weighers				
Test Weights				
Liquid Measures				
Linear Measures				
Miscellaneous				
OTHER ACTIVITIES				
Packages Checked	81			81
Firewood				
LP Gas Cylinders				
Octane samples				
Mulch				
Misc. Determinations				
GRAND TOTAL	240	25	1	266

COMMENTS

(Explain Miscellaneous Tests and Activities)

I spent an equal amount of time this month in the field and behind the desk. I have been working on re-vamping all of my report forms and reporting spreadsheets on rain days. The goal is to find a better way to capture real time and historical data to give a better understanding of the impact our inspections make.

Fuel Dispensers

I did find a few issues this month. Most of the issues found were small (display issues, cracked hoses, etc.) I am still on track to have these completed by the end of August to mid September.

I did have one of my locations re-open this month. They have been down almost a year and had to do some extensive maintenance. After a couple of visits, the site is approved and ready to go.

Small Scales

I had 2 locations install multiple new devices this month these have been tested and certified. I do have a couple of more locations planning on remodels and scale replacements. The will call when ready.

Farmers Market

Due to weather and schedule, I was unable to get to the markets this month. I hope to make it out a couple of times prior to my next report.

FILED

JUL 24 2023

Catherine Smith

Auditor Monroe County, Indiana



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

This request is to approve the proposal submitted by Fleming Interior Group in the amount of \$11,709.33 to purchase 29 office chairs for the Public Defenders Office.

There's a 5 year warranty on the high-wear mechanical parts and a 3 year warranty on the seat and back covering.

The chairs will be received and assembled by ASI and are replacing the older worn chairs throughout the facility.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:



Making your space work with furniture www.figfurniture.com

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

P R O P O S A L

DATE	PROPOSAL#
07/16/23	2693

VALID THROUGH: 06/13/23

CUSTOMER:
MONROE COUNTY BOARD OF COMMISSIONERS 100 W KIRKWOOD AVE BLOOMINGTON IN 47404

CUSTOMER P.O.#

INSTALL AT:
MONROE COUNTY PUBLIC DEFENDER GREG CROHN 812-803-6331 304 N MORTON ST BLOOMINGTON IN 47404

SALESPERSON

TERMS

M FLEMING_E

NET 30 DAYS

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
1	29	K56TMBU	KIMBALL JOYA, TASK, BLACK MESH BACK, 2D ARM, 1 POSITION LOCK CONTROL GRADE 1 INPUT JET Tag 1: CHAIRS PLEASE INCLUDE KIMBALL/STATE OF INDIANA QPA CONTRACT # 16342 ON YOUR PURCHASE ORDER TO KIMBALL PLEASE MAKE PURCHASE ORDER OUT TO: KIMBALL INTERNATIONAL, INC. P.O. BOX 93096 CHICAGO IL 60673-3096	403.77	11,709.33
		1 14740			
					PRODUCT 11,709.33
ACCEPTED BY _____					
DATE ACCEPTED _____					
					TOTAL 11,709.33

Kimball®

State of Indiana Contract



Kimball / State of IN QPA 16342

Date: July 20, 2023

Customer:

Monroe County Commissioners Office
100 W. Kirkwood Ave.
Suite 322
Bloomington, IN 47404
Contact: Ms. Angie Purdie
Phone: 812.349.250

Install at:

Monroe County Public Defender Office
304 N. Morton St.
Bloomington, IN 47404
Contact: Richard Crider
Phone: 812.803.6331

Contractor Purchase Order Address:

Kimball Office, Inc.
c/o "Fleming Interior Group"
1600 Royal Street,
Mail Code KO-222
Jasper, IN 47549-1022
Phone : 800.647.2010
Fax : 812.481.6174

Payment Address

Kimball International, Inc.
P.O. Box 93096
Chicago, IL 60673-3096

Contact: Carrie Daniel
Phone: 812.630.6861
Email: carrie.daniel@kimball.com

Proposal Submitted by:

FLEMING INTERIOR GROUP INC
9745 RANDALL DR, STE 110
INDIANAPOLIS, IN 46280

Contact: Mike Fleming
Phone: 317.427.3615
Email: m Fleming@figfurniture.com

Quote 2693 Monroe County Public Defender Office; 29 Kimball Task chairs Final Proposal has been published for you by Kimball.

Please log into your procurement platform to review the quote under My Account > Quotes Waiting Acceptance.

Please contact me if you have any question or issue with the quote:

Contact: Michael Fleming
Phone: 317.316.8300
Email: m Fleming@figfurniture.com

Capital Purchase Request

Department: Public Defender Name: Heather Stuffle Email: hstuffle@co.monroe.in.us

Examples of Capital purchases	Examples of Supply Items:
<ul style="list-style-type: none">• Chairs• Tables• Desks (includes Standing)• Lamps• Book cases• Computers• Laptops• Tablets• Phones• Copiers/printers• White boards/chalk boards	<ul style="list-style-type: none">• Monitor stands (the things you place your already upright monitor on to increase its height)• Staplers• Pens• Paper• Pencils• Notebooks• Desk organizers (holds files- papers etc. ON your desk. It's not a piece of furniture)• Books• Batteries for wireless stuff

Please provide a brief listing of the items you wish to purchase and have paid for by the BOC:	Please indicate if this item will be in addition to (A) or replacement (R) of existing items.
--	---

1.29 office chairs (R)

3.Click here to enter text.

4.Click here to enter text.

Any item that is marked as R

Provide a picture of the item being replaced and your recommendation for surplus sale, or destruction.

Approved:

Denied and why:

Upon receipt of your item-send the invoice with a picture of the new item to the BOC and provide any appropriate serial numbers if not indicated on the invoice.

Written notice of all items designated appropriate for surplus or destruction must be provided to the Legal Department.

EXHIBIT A

THE 6 CHAIRS PICTURED ARE SOME OF THE 29 CHAIRS BEING REPLACED AND ARE A FAIR REPRESENTATION OF THE GROUP. SURPLUS AND DISPOSAL OF THE OLD CHAIRS IS RECOMMENDED.







Monroe County Board of Commissioners Agenda Request Form

Date to be heard 07/26/23

Formal ☒

Work session ☐

Department Commissioners

Title to appear on Agenda: Strauser Construction Co, Inc.
Ceiling Replacement
Charlotte Zietlow Justice Center

Vendor # 006322

Executive Summary:

This request is to approve the proposal submitted by Strauser Construction Co., Inc. in the amount of \$3,945.00 to remove drywall ceiling and replace with a suspended ceiling grid and tiles in two locations in the facility that received water damage due to recent drain line leaks. The new suspended ceiling will provide better access to plumbing lines in the areas.

The scope of work includes:

1. Remove drywall ceiling and studs entirely.
2. Installation of new suspended ceiling with vinyl faced ceiling tile.
3. Installation of 2 new LED lights by Elite Electric.
4. Installation of new air supply diffuser.
5. Final cleanup.

Fund Name(s):

2018 GO Bond

Fund Number(s):

4811

Amount(s)

\$3,945.00

Presenter: Richard Crider

Speaker(s) for Zoom purposes:

Name(s)

Richard Crider

Phone Number(s)

812-803-6331

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

Attorney who reviewed:

PROPOSAL

DATE: 6/22/2023
SUBMITTED TO: Monroe County Courthouse
ATTN: Dave Gardener
NO: 23-0622
PROJECT: Restroom ceiling

This proposal includes labor, material & equipment for the following work:

SCOPE

- Remove drywall ceiling and studs entirely
- Install new drop ceiling with vinyl faced drywall pads (2x2)
- Have Daves electrician install 2 new LED lights supplied by others
- Install new diffuser for air supply
- Final clean

Total Cost \$3,945.00

Excludes: Permits, bonds, taxes or allowances
All other trade work unless specified above
Architectural Design or Engineering

Respectfully submitted,

Tony Somes

Strauser Construction Co., Inc.

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

Signature _____
Date _____

Exhibit A



ADDENDUM TO Strauser Construction Co., Inc. AGREEMENT

1. **Worker's Compensation.** Strauser Construction Co., Inc. ("Contractor") shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
2. **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 Board 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.
3. **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 Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board or its employees.
4. **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.

5. **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.

6. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
7. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
8. **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 Addendum as dated below in two counterparts, each of which shall be deemed an original.

Strauser Construction Co., Inc.
"Contractor"

Board of Commissioners of Monroe County
"Board"

by

Date _____

ATTEST: _____, 2023

Catherine Smith, Auditor



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 07/26/23

Formal ☒

Work session ☐

Department Technical Services

Title to appear on Agenda: ESRI ArcGIS 3 year Enterprise Level Agreement

Vendor # 003435

Executive Summary:

Our GIS program and it's potential is severely limited with the quantity and type of licenses we have subscribed to for a number of years. Additionally, some services have been outsourced due to the inability to be performed in-house, at an additional cost to the County.

This request is to approve the three year agreement with ESRI Inc. for Enterprise level licensing that will allow us to improve efficiency and expand our GIS capabilities to better serve Monroe County.

Billing is annually charged at a stepped rate of: Year 1: \$60,000 Year 2: \$90,000 Year 3: \$113,300.

First installment due 4th quarter of this year.

Fund Name(s):

Cumulative Capital

Fund Number(s):

1138

Amount(s)

\$263,300.00

Presenter: Greg Crohn

Speaker(s) for Zoom purposes:

Name(s)

Greg Crohn
Trohn Enright-Randolph
John Baeten

Phone Number(s)

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

Attorney who reviewed:



Quotation # Q-500412

Date: July 17, 2023

Customer # 237722 Contract #

County of Monroe
Technical Services Dept
501 N Morton St Ste 200
Bloomington, IN 47404-3732

ATTENTION: Greg Crohn
PHONE: (812) 349-2522
EMAIL: gcrohn@co.monroe.in.us

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 7/17/2023 To: 10/15/2023

Material	Qty	Term	Unit Price	Total
168181	1	Year 1	\$60,000.00	\$60,000.00
Populations of 125,001-150,000 Small Government Enterprise Agreement Annual Subscription				
168181	1	Year 2	\$90,000.00	\$90,000.00
Populations of 125,001-150,000 Small Government Enterprise Agreement Annual Subscription				
168181	1	Year 3	\$113,300.00	\$113,300.00
Populations of 125,001-150,000 Small Government Enterprise Agreement Annual Subscription				
Subtotal:				\$263,300.00
Sales Tax:				\$0.00
Estimated Shipping and Handling (2 Day Delivery):				\$0.00
Contract Price Adjust:				\$0.00
Total:				\$263,300.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Ryan Sellman

Email:

rsellman@esri.com

Phone:

614 933 8698 x5508

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

SELLMANR

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-5)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions** (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
 Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 1,000 ArcGIS Online Viewers
 1,000 ArcGIS Online Creators
 110,000 ArcGIS Online Service Credits
 1,000 ArcGIS Enterprise Creators
 10 ArcGIS Insights in ArcGIS Enterprise
 10 ArcGIS Insights in ArcGIS Online
 100 ArcGIS Location Sharing for ArcGIS Enterprise
 100 ArcGIS Location Sharing for ArcGIS Online
 6 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
 6 ArcGIS Utility Network User Type Extensions (Enterprise)
 6 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 07/26/23

Formal ☒

Work session ☐

Department Technical Services

Title to appear on Agenda: CDWG Cisco Licensing and Service

Vendor # 000103

Executive Summary:

The annual renewal is due for our Cisco Firewall and Management Console licensing. Licensing carries with it a one (1) year extended service and support agreement, which provides updates, hardware replacement coverage, and 24/7 technical assistance.

Fund Name(s):

Cumulative Capital

Fund Number(s):

1138

Amount(s)

\$17,750.88

Presenter: Greg Crohn

Speaker(s) for Zoom purposes:

Name(s)

Greg Crohn

Phone Number(s)

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

Attorney who reviewed:



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

GREG CROHN,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NLTL982	7/18/2023	NLTL982	6396666	\$17,750.88

IMPORTANT - PLEASE READ

Special Instructions: TAX:MULTIPLE TAX JURISDICTIONS APPLY
TAX: CONTACT CDW FOR TAX DETAILS

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cisco Smart Net Total Care Software Support Service - technical support - 1 Mfg. Part#: CON-ECMU-1-5K Electronic distribution - NO MEDIA TAX: BLOOMINGTON, IN .0000% \$.00 Contract: MARKET	1	2859225	\$1,863.00	\$1,863.00
Cisco SMARTnet extended service agreement Mfg. Part#: CON-SNT-1-10K UNSPSC: 81111812 Electronic distribution - NO MEDIA TAX: BLOOMINGTON, IN .0000% \$.00 Contract: MARKET	1	1504545	\$7,488.30	\$7,488.30
Cisco Threat Defense Threat Protection - subscription license (1 year) - 1 Mfg. Part#: L-FPR2110T-T-1Y-RENEWAL UNSPSC: 43233205 Electronic distribution - NO MEDIA TAX: BLOOMINGTON, IN .0000% \$.00 Contract: MARKET	1	5370659	\$1,943.82	\$1,943.82
Cisco Threat Defense Threat Protection - subscription license (1 year) - 1 Mfg. Part#: L-FPR2110T-T-1Y-RENEWAL UNSPSC: 43233205 Electronic distribution - NO MEDIA TAX: BLOOMINGTON, IN .0000% \$.00 Contract: MARKET	1	5370659	\$2,255.97	\$2,255.97

QUOTE DETAILS (CONT.)[Cisco Threat Defense URL Filtering - subscription license \(1 year\) - 1 appl](#)

1

5811893

\$1,943.82

\$1,943.82

Mfg. Part#: L-FPR2110T-URL-1Y-RENEWAL

Electronic distribution - NO MEDIA

TAX: BLOOMINGTON, IN .0000% \$.00

Contract: MARKET

[Cisco Threat Defense URL Filtering - subscription license \(1 year\) - 1 appl](#)

1

5811893

\$2,255.97

\$2,255.97

Mfg. Part#: L-FPR2110T-URL-1Y-RENEWAL

Electronic distribution - NO MEDIA

TAX: BLOOMINGTON, IN .0000% \$.00

Contract: MARKET

SUBTOTAL \$17,750.88**SHIPPING** \$0.00**SALES TAX** \$0.00**GRAND TOTAL** **\$17,750.88****PURCHASER BILLING INFO****Billing Address:**

MONROE COUNTY- TECH SERVICES DPT

ACCTS PAYABLE

501 N MORTON ST

BLOOMINGTON, IN 47404-3746

Phone: (812) 349-2522**Payment Terms:** Net 30 Days-Govt State/Local**DELIVER TO****Shipping Address:**

MONROE COUNTY- TECH SERVICES DPT

GREG CROHN

501 N MORTON ST

BLOOMINGTON, IN 47404-3746

Phone: (812) 349-2522**Shipping Method:** ELECTRONIC DISTRIBUTION**Please remit payments to:**CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515**Sales Contact Info****Erin McAuliffe** | (877) 695-5828 | erin.mcauliffe@cdwg.com**LEASE OPTIONS**

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$17,750.88	\$486.20/Month	\$17,750.88	\$558.80/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

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Monroe County Board of Commissioners Agenda Request Form

Date to be heard 07/26/23

Formal ☒

Work session ☐

Department Health

Title to appear on Agenda: Approval of grant funding support for local schools

Vendor #

Executive Summary:

The Monroe County Health Department has opted to help support local schools through the CoAg (Cooperative Agreement for emergency Response: Public Health Response/Workforce Development/Reopen Schools) grant for the grant cycle of July 1, 2022 to June 30, 2023.

On July 20, 2023, the Board of Health made the following recommendations to the proposals submitted:
Bloomington Montessori School-The Board of Health recommends funding \$4,000 for water bottle filling stations.
Covenant Christian School-The Board of Health does not recommend funding the HVAC unit proposal.

Harmony School-The Board of Health does not recommend funding the playground equipment. They suggest the Board of Commissioners could consider funding the request for internal communication equipment.

Edgewood Schools-The Board of Health does not recommend funding carpet extractors.

Seven Oaks Classical Schools-The Board of Health recommends funding \$4,000 for water bottle fillers. The Board of Health does not recommend funding nurse recovery beds. They suggest the Board of Commissioners could consider funding disinfecting fogger and HEPA purifiers.

St. Charles-The Board of Health recommends funding 2 AEDs for a total amount of \$3,850 and 2 bleeding kits for a total of \$430. They recommend the Board of Commissioners could consider funding trauma bags and GoKit+.

The Project School-The Board of Health does not recommend funding the creative play space.

Monroe County Community School Corporation-The Board of Health does not recommend funding a nurse educator or consultant fees.

Fund Name(s):

CoAg Supplemental Workforce

Fund Number(s):

8111

Amount(s)

\$12,280.00

Presenter: Lori Kelley

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:

Baker, Lee

March 23, 2023

To Whom It May Concern:

My name is Quinn McAvoy, and I am the Head of School at Bloomington Montessori School. I want to submit two proposals for the upcoming School CoAg grant. Our first project involves updating our water fountains. Our school has four water fountains which are no longer used due to sanitation and germ/virus prevention. I would like to use grant funds from the CoAg grant to retrofit our water fountains to convert them to water bottle filling stations. Altering the water fountains will positively impact the school population by providing clean, filtered drinking water to our students and staff. The cost of the 4 units with installation is approximately \$4,000.

The second project involves one of our HVAC units. Our school has 11 HVAC units, some more than 30 years old. I want to use grant funds from the CoAg grant to replace one of our units that are no longer functioning and can no longer be repaired. I am attaching two documents, a diagnosis of the problem and an estimate for the repair.

If I can be of any further assistance, please contact me at headofschool@montessori.k12.in.us.

Quinn McAvoy
Head of School
Bloomington Montessori School

ESTIMATE

Prepared For

Bloomington Montessori School
1835 S. Highland Ave.
Bloomington, IN 47401

Levy Heating & Cooling

206 S. Washington St.
Spencer, IN 47460
Phone: (812) 829-1228
Email: levyhvac@att.net

Estimate # 86
Date 09/01/2022

Description	Total
-------------	-------

HVAC ESTIMATE	\$9,282.00
---------------	------------

Installation of 1 Rheem 14 SEER Heat Pump System (SW Classroom- addition side)
Includes: 1- RP1424 14 SEER heat pump, 1- RH1P24 air handler w/ elec heat & evap coil, aux drain pan & wet switch, pad & risers, elec whip. Raise indoor air handler platform to provide for better condensate drainage. Adapt to existing ductwork, lineset, electrical, & drain. Misc materials & labor. Removal & proper disposal of old HVAC equipment.

Warranty:

Rheem equip- 10 year compressor, 5 years parts, 1 year labor.

Other materials- 1 year parts & labor.

Subtotal	\$9,282.00
-----------------	------------

Total	\$9,282.00
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Thank you for your business!!



4000 E. Moores Creek Rd.
Bloomington, IN 47401
(812) 287-8833

February 15, 2023

To whom it may concern:

Thank you for considering Covenant Christian School for the Co AG Grant executed by the Monroe County Health Department and Indiana Health Department. If awarded, this opportunity will help us to be able to provide a healthier school campus for our students and faculty. The item that we wish to apply for include a newly updated HVAC system. The current system is outdated, and in need of replacement. Covenant Christian School's desire is to utilize the grant dollars to assist in the purchase of a new HVAC unit for the school. There are currently 9 units at the school site that will all need to be replaced. After receiving a ballpark quote from a certified technician, we are estimating a need upward of \$65,000.00 for this endeavor. This does not include running new duct work, this is an estimate of the unit's replacement only.

If awarded, this opportunity will provide the students and faculty of Covenant Christian School with an air filtration system that will promote good, clean air flow. A new HVAC system will also help to cut energy costs, which will then allow Covenant Christian School to allocate additional funds towards other items needed for the day-to-day operations of running a successful school.

Thank you,

Jaime Gardner
Covenant Christian School
4000 E. Moores Creek Rd.
Bloomington, IN 47401
(812)331-1907
(812) 333-2445 fax



March 9, 2023

Harmony School Request:

In order for Harmony School to improve the health, safety and well-being of our 175 students it would be helpful to receive support for the following projects:

1. Replacement of 30 year-old playground equipment - \$40,000
2. Upgrading of our internal communication equipment (network, fire alarm, monitoring and phone) to make more reliable in case of emergencies - \$25,000

Total Request - \$65,000

Steve Bonchek
Executive Director
Harmony School



Richland-Bean Blossom Community School Corporation

EDGEWOOD SCHOOLS

Caring. Daring. Preparing.

CoAg Grant Funding Y2 Proposal

Richland-Bean Blossom Community School Corporation

Richland-Bean Blossom Community School Corporation (RBBSC) is continuously dedicated to providing a safe school environment in all of our Edgewood Schools. When the topic of school safety comes up, we often think, as we should, about how to prevent weapons in school and how we might respond to an active threat. We must also consider other dangers that have the potential to make the school environment less effective in helping students to be successful learners.

One of the dangers is the cleanliness of our schools. Maintaining clean schools has always been important. However, we learned during COVID how we could take school cleanliness to a higher level.

National School Board Association says that "when schools have effective policies and practices that support the health of their students and staff, absenteeism decreases, concentration improves, and behavior problems are reduced".

RBBSC believes that a clean and safe school environment brings the following benefits to our Edgewood students:

- Improve the academic, mental, and physical health of students.
- Increase the attendance of students and staff.
- Build student pride in our schools.
- Healthy teachers are more productive.
- Reduce allergy and asthma symptoms
- Instill good health habits in students.

RBBSC proposes to use CoAg Grant dollars to purchase two Carpet Extractors. If necessary, the corporation will add to the grant funds to purchase the carpet extractors.

Please see the three quotes from the following companies:

1. Tennant
2. Advance
3. Resource Services

For quality and cost, RBBSC would like to purchase the Tennant R14 Ride-On Carpet Extractors.

Superintendent • Dr. Jerry Sanders • jsanders@rbbschools.net

Board Members • Mr. Larry DeMoss • Mr. Jimmie Durnil • Mrs. Angie Jacobs • Mr. Dana Robert Kerr • Mr. Brad Tucker

600 S. Edgewood Dr. • Ellettsville, IN 47429

(812) 876-7100 • rbbschools.net

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✕

For the best site experience, please use Chrome, Safari, Edge, Firefox or another modern web browser. Internet Explorer is no longer supported.

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TENNANT [Parts](#) [Service](#) [Resources](#)

IN Stock 22,554.00
~~back order~~ ~~\$23,132.00~~

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R14 Ride-On Carpet Extractor

Get the convenience of an interim ride-on extractor and the effectiveness of a deep cleaning rider extractor in one machine. Innovative Tennant ReadySpace® technology lets you clean frequently with rapid drying. Deep extraction technology provides an exceptional deep cleaning and extends carpet life and fresh appearance.

CLEANING TYPE DEEP CLEAN, READYSpace

CLEANING PATH 28 IN / 700 MM



List Price: \$24,131.00

Lowest Advertised Price: \$21,718.00

Brochure



Warranty: Full Factory Warranty



**Orders Over \$100
Ship Free to
Commercial Address**
*Restrictions Apply

Availability: Lead time varies, call for ETA

Product Code: ENAD56344201

**New Advance ES4000 Battery Ride-On
Carpet Extractor**

[Larger Photo](#)

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Choose your options:

Choose your model* ▼

Reveal Your Price in Cart

Finance As Low As \$467/mo.

RBB 3.10.23				
RESOURCE PART NUMBER	DESCRIPTION	UOM	Quoted Price	
MMXR28QP	X RIDE 28 CARPET EXTRACTOR	EACH	\$	17,180.00

ETA IS 10-17 WEEKS FROM ORDER DATE



**Resource
Services** 



SEVEN OAKS

Classical School

To: Monroe County Health Department
119 West 7th Street | Bloomington IN 47404

March 9th, 2023

School Needs Assessment:

To effectively reduce pollutants, germs and airborne virus contaminants.

To improve the health and quality of drinking water within our school.

New nurse beds that are cleanable with disinfectant, and provide throw away paper covering after each use.

Project Proposal:

By purchasing the following items our school will see a significant reduction in pollutants, airborne viruses and potential cross contamination within our school. Our school will also significantly improve the health and quality of our drinking water.

We understand the total for all Monroe County schools to be \$240,000.00 and will be allocated and divided between all Monroe County Schools. As we do not know the total amount allocated to our school at this time, our project items are scalable based on total allocation by school participation.

Elkay Chilled Water Filtration Bottle Filler	2 x \$2,000.00 - \$4,000.00
Sani Spray Whole School Viral Disinfecting Electrostatic Fogger	1 x \$1,365.99
Vinyl Nurse Recovery Beds	2 x \$602.99 - \$1,205.98
Medify MA - 40 Hospital Grade HEPA13 Air Purifier with U.V.	53 x \$250.00 - \$13,250.00
Total: \$19,821.97	

Mrs. Shelbi Farris
School Nurse



C900 St. Charles Health Department Grant Request 2023

St. Charles Total Request : \$15,425

4 AED Devices to be wall mounted \$7,700.00

Purchase from the American Red Cross

Lifepak CR2 English/Spanish Handle Fully / \$1925 (free cabinet)

4 Premium Bleeding Control Kits \$857.72

Purchase from Cintas

615508 PREM BLEEDING CONTROL KIT / \$214.43 EA

4 Large Trauma Bags \$1,165.52

Purchase from Cintas

22129 TRAUMA BAG, LARGE FULL / \$291.38 EA

60 GoKit+ with Bleed Control \$5,700

Purchase from Edu-Care Services

EDU-GK201 Go Kit with Bleed Control / \$95

Madonna Paskash

Principal, Mrs. Madonna Paskash

3/23/23

Date



the project school
heart | mind | voice

THE BLOOMINGTON PROJECT SCHOOL IMPROVING OUR HEALTH AND WELLNESS THROUGH A LEARNING GARDEN & CREATIVE PLAY SPACE – PROJECT NARRATIVE

In 2006, a group of passionate Monroe County educators articulated their vision of public school where students could thrive as whole individuals, while achieving academic excellence. They dreamed of creating an intentional, democratic school grounded in core values – located in the heart of the community, to benefit the whole community. TPS opened in 2009. ***Our mission:*** to uncover, recover and discover the unique gifts of each child. Students graduate with the will, skill, and capacity to contribute to the greater good. ***Our vision:*** to eliminate the predictive value of race, socioeconomic status, gender and abilities on a child's success. Our curriculum models educational equity, social justice and environmental sustainability. TPS serves 332 students, K-8, with over a hundred on our waitlist. 35% of our students experience poverty, and 27% receive special education supports.

Since our school's founding, our dream has been to have a designated green space in which we significantly increase the opportunities for all of our students to have substantive experiences in the natural world. It is well-researched and understood that successful school gardens have a far-reaching [impact on student health and wellness](#), as well as on student understanding of their ability to [affect change, strengthen racial equity, build justice](#) and recognize [their place within the global context](#). However, our academic buildings are located within a downtown "concrete jungle," with no adjacent land available. While our students have the opportunity for outside play at a beautiful local park, the chance to develop a space to meet the additional health and wellness needs was simply not available. In 2018, this all changed with the generous donation to TPS of a green double lot at 508-510 South Washington Street in downtown Bloomington. We are very excited to now own this property, so close to our two academic buildings, and to have raised some of the needed funds to make the kind of learning space that will positively impact our student and staff health and wellness. We have contemplated how we can most effectively utilize this land to teach sustainability, produce art, and build community, and we have begun the work of giving opportunities for staff, students, and families to add their voices to this visioning. From these initial conversations has come the idea for our ***Learning Garden & Creative Play Space*** – raised bed

349 south walnut street | bloomington, in | 47401
ph: 812.558.0041 | fax: 812.334.5873 | theprojectschool.org |
facebook.com/bloomingtonprojectschool



the project school
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gardens, outdoor learning and recreation, and student art installations.

During school, the space will be utilized to provide additional opportunities for improved health and wellness - a garden for teaching sustainability skills with raised beds, water collection, and composting; food produced that can be distributed to struggling families, an extended outdoor classroom and play space; and another space to share the art of our students publicly.

Our curricular model is built upon key concepts of solution-oriented Design and Systems Thinking. A key component of our curriculum is our “Problem, Place and Project”-based (P3) work, an interdisciplinary framework designed by our founders and used at all grade levels for hands-on engagement with the hard and social sciences. These core components have been in place since we opened our doors, and they allow for a natural flow of the experiential learning into the new outdoor space. Our extended school community is fully involved in the life of the school and has demonstrated considerable investment of energy and resources to support this project. Past P3 projects – such as our students’ efforts designing [urban homesteading installations for community clients](#) and building [auxiliary structures for Habitat homeowners](#) – clearly demonstrate our ability to facilitate and actualize large impactful projects. This particular project is even more near and dear to our hearts as the need for outdoor spaces that we can develop and control became an even greater necessity due to the impact of the pandemic.

Although we are applying for this grant as an individual organization, we do believe that community collaboration will be the eventual key to full utilization of the space. We have already received interest in a partnership from the Monroe County Public Library’s Seed Library, and we will continue to build upon our connections with Mother Hubbard’s Cupboard, and the Boys & Girls Club.

Our success of this project will be measured by the use level of the space installation, and the number of people impacted by its presence in the neighborhood and community. We will view the ***Improving Our Health and Wellness Through A Learning Garden & Creative Play Space*** as a success when every student and staff member in our school, from kindergarten through grade 8, is actively involved (at developmentally appropriate levels) in the ongoing learning, teaching and food production of the garden. Our space will also be a success when neighborhood residents – and our community partners such as the Boys & Girls Club – feel welcome and choose to utilize the space for recreation and celebration during after-school hours and school breaks. Lastly, our space will be a

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success when we are able to produce enough resources to positively impact food insecurity challenges for our children and families with the greatest needs. We will measure success through the tracking of hours of student involvement in the gardens; through the development of a sustainable curricular model; through measuring the amount of time the space is utilized by both school and community; and through the amount of food, we are able to produce and distribute. We will collect anecdotal stories. We will create photographic documentation of the productive use of the space. We will share the story of our success through our website, social media, and learning celebrations and educational events.

Proposed Budget:

Shade Installation \$6000 (5)
Storage & Teaching Sheds \$6000
Utility Installation \$5000 (6)
Internal Garden Fencing \$3000 (7)
Raised Bed Garden Installation \$1500
Signage & Art Installation Infrastructure \$1280
Water Collection & Compost \$500
Seating (such as picnic tables and other creative solutions) \$3000
Staff Time outside of the regular contracted time \$8,000

Seed funds have already been secured to fund other critical components of this project. The proposed budget above is what we hope to support through these grant funds. We will continue to seek funds and will complete the project in stages as funds are available. Partial funding of this project will provide needed steps toward completion of the ***Improving Our Health and Wellness Through A Learning Garden & Creative Play Space Project***.

Respectfully submitted,

Catherine Diersing
School Leader/Superintendent

349 south walnut street | bloomington, in | 47401
ph: 812.558.0041 | fax: 812.334.5873 | theprojectschool.org |
facebook.com/bloomingtonprojectschool



MONROE COUNTY
COMMUNITY SCHOOL CORPORATION
ENGAGE. EMPOWER. EDUCATE.
DR. JEFF HAUSWALD, SUPERINTENDENT

BOARD OF SCHOOL TRUSTEES

Mr. Brandon Shurr, President
Ms. April Hennessey, Vice President
Ms. Erin Coopeiman, Secretary
Mr. Ross Grimes, Assistant Secretary
Ms. Cathy Fuentes-Rohwer, Member
Ms. Ashley Pirani, Member
Ms. Erin Wyatt, Member

ADMINISTRATION

Dr. Marlay Winston, Deputy Supt. of Curr. & Instruction
Dr. Deb Prenkert, Asst. Supt. of Elementary Education
Dr. Erin Stalbaum, Asst. Supt. of Prof. Learning & Hill
Mr. John Kenny, Director of Business Operations
Mr. Adam Tenwilliger, Director of Finance & Logistics
Mr. Mitch Bratton, Director of Special Education
Ms. Alexis Harmon, Director of Ed. Tech & Communications

Monroe County Health Department and Indiana Department of Health School Co Ag Grant

Deliverable #1: Chris Finley will be the school liaison, and the MOA is attached.

Deliverable #2: MCCSC Communicable Outbreak Plan is attached.

Deliverable #3: 2023-24 Monroe County Community School Corporation Project Proposal:

As our in-person attendance has increased and we have resumed our normal school schedule during the 2022-23 school year, we have seen an increase in student mental health needs. We would like to use the funding from this grant to focus on the MCCSC Whole Child Support System. This system focuses on equity and inclusion, safety and physical health, and data-based decision making. The MCCSC Equity Goal 4 is to ensure student physical health, mental health, and wellness. We would like to target our overall student health and wellness, and we also know that increasing programming with a focus on social/emotional learning and restorative practices will enhance the culture and climate within our schools, and provide the support necessary for student success. A portion of this grant funding will be used for a nurse educator who will support our school corporation in the following areas:

1. The Nurse Educator can assist our School Resource Officers with providing direct student education regarding health concerns associated with vaping, substance abuse, etc. This nurse can also focus on nutrition, physical exercise, hand washing, hygiene, and overall wellness. They will provide support in the areas of physical health, mental health, and social emotional development. We will use the Second Steps curriculum and other resources to support our teachers in the upper elementary and middle school grades as the students transition into their teenage years. The Nurse Educator can also work with families directly to educate on issues that prevent students from attending school, such as lice, bedbugs, etc.
2. The Nurse Educator can also assist in educating our health staff to ensure consistency throughout our health offices.

The second part of this proposal will help the MCCSC ensure that we have consistency within all 21 health offices. We will conduct internal and external audits of all health offices and focus on improvements needed in each building to maintain quality care for all students.

The approximate cost of this proposal:

- \$60,000- Salary and benefits for Health Services Staff, Nurse Educator
- \$60,000- Consultant fees for planning for future health emergencies and conducting an external audit of all health offices in MCCSC.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 07/26/23

Formal ☒

Work session ☐

Department Parks

Title to appear on Agenda: Bobcat of Ellettsville Service Agreement

Vendor # 24400

Executive Summary:

On 06-21-23, the Monroe County Parks & Recreation Board approved to hire Bobcat to perform equipment repairs. The service agreement expires on 11-01-25.

Fund Name(s):

County General
Non-reverting
Non-reverting

Fund Number(s):

1000
1178
1179

Amount(s)

Repair Not to
Exceed
\$3,000

Presenter: Kelli Witmer

Speaker(s) for Zoom purposes:

Name(s)

Kelli Witmer

Phone Number(s)

812-320-0963

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

Attorney who reviewed: Molly Turner-King

Agreement for Services

This Agreement is made between Bobcat of Ellettsville ("Contractor") and the Monroe County Parks and Recreation Board and Monroe County Board of Commissioners (collectively, "Monroe County"). The Contractor and Monroe County mutually agree as follows:

The terms of the agreement enlist Contractor to perform repairs to equipment owned by Monroe County. The following terms shall apply:

1. **Scope of Project.** Monroe County wishes to retain the professional services of Contractor at the hourly rates as set forth in "Exhibit A," consisting of one (1) page, which is incorporated herein and made part of this Agreement. Services performed may include but may not be limited to repairs to equipment owned by Monroe County. Hourly rates are established by Contractor and Contractor reserves the right to change the rates at their discretion. Contractors agrees to provide written notice to the Monroe County at least thirty (30) days in advance of any change in the hourly rates outlined in "Exhibit A." Monroe County shall accept or decline in writing any change in hourly rates. In the event that Monroe County declines the acceptance of a change in hourly rates, Monroe County shall provide notice of termination of this Agreement as outlined below.
 - a. Parties agree that any terms and conditions not contained or outlined within this Agreement are inapplicable. If either party wishes to include additional terms and conditions, the consent of both parties is required in writing and must be approved in the same manner that that this Agreement was approved prior to the commencement of any approved project.
 - b. Parties agree for any project that exceeds the not to exceed amount outlined below or the replacement cost of the equipment, the approval of a separate MOU is required. Funds available pursuant to this Agreement shall not be used as a partial payment for any project.
2. **Price.** The total amount paid to Contractor under this Agreement for any one individual project shall not exceed Three Thousand Dollars (\$3,000.00), without further written approval by Monroe County. Contractor shall submit an invoice for each project, including the times and dates worked, and a detailed description of the work performed. Invoices can be submitted to Kelli Witmer, Monroe County Parks and Recreation Director, at kwitmer@co.monroe.in.us and/or 501 N. Morton St., Suite 100, Bloomington, IN 47404. The Monroe County Parks and Recreation Department shall pay Contractor's submitted invoices within forty-five (45) days of receipt.
3. **Term.** The term of this Agreement shall be from the date executed by both parties, below, and shall terminate on November 1, 2025. This Agreement may be extended by both parties if done so mutually and in writing and approved in the same manner as this Agreement. Either party may terminate this Agreement by giving written notice to the other party at least thirty (30) days in advance of the intended date of termination.
4. **Indemnity.** Contractor assumes all risks and responsibilities for accidents, injuries or damages to person(s) or property related to performance pursuant to this Agreement and agrees to indemnify and save harmless Monroe County from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Agreement, except such claims, costs or suits arising out of the negligence of Monroe County or its employees.

5. **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 Monroe County before commencement of work on a project. Failure to provide this certificate may be regarded by Monroe County as material breach of this Agreement and may result in its cancellation without further cause. It shall be in Monroe County's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
6. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least One (1) million per occurrence, and Two (2) million dollars aggregate, and furnish proof of such insurance to Monroe County before commencement of work on a project. Failure to provide this certificate may be regarded by Monroe County, in its, sole discretion, as a material breach of this Agreement, and may result in its cancellation without further cause. It shall be in Monroe County's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
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, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

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

8. **Compliance with Law.** Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations, including the County's policy prohibiting harassment. Contractor shall indemnify and save harmless Monroe County for any fines or expenses of any nature which it might incur from Contractor's noncompliance. *If required by law*, Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:
 - a. Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
 - b. 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.
 - c. 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 or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and

contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.

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. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.

12. Entirety of Agreement. This Agreement, consisting of three (3) pages and one (1) exhibit marked as "Exhibit A", constitutes the entire agreement between the parties and may be modified only in writing referencing this Agreement and signed by both parties.

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



Bobcat of Ellettsville Representative

7/20/23

Date

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS
this _____ day of _____, 2023, pursuant to Monroe County Code Chapter 266-5.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

Penny Githens, President

Penny Githens, President

Julie Thomas, Vice President

Julie Thomas, Vice President

Lee Jones, Commissioner

Lee Jones, Commissioner

ATTEST:

Catherine Smith, Auditor

A

CUSTOMER NAME: _____
CONTACT NAME: _____
CONTACT PHONE #: _____
PHYSICAL ADDRESS: _____

MAKE _____ MODEL _____
SERIAL# _____ ENGINE _____
CUSTOMER CONCERNS _____

BY SIGNING BELOW, YOU HEREBY AUTHORIZE BRIGHT EQUIPMENT OR ANY OF IT'S DBA ENTITIES TO PERFORM SERVICES (AND/OR REPAIRS) THAT YOU WERE NOTIFIED OF AND AGREE TO ALLOW US TO OPERATE YOUR EQUIPMENT AS NEEDED TO PERFORM THESE REPAIRS. WE ARE NOT RESPONSIBLE FOR ATTACHMENTS LEFT WITH THE MACHINE OR ITEMS LEFT IN THE OPERATORS COMPARTMENTS, UNLESS OTHERWISE AGREED TO IN WRITING ON THE REPAIR ORDER.

THANK YOU,
THE STAFF AT BOBCAT OF ELLETTSVILLE



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 07/26/23

Formal ☒

Work session ☐

Department Parks

Title to appear on Agenda: Spear Corporation

Vendor # 4851

Executive Summary:

On 06-21-23, the Monroe County Parks & Recreation Board approved to hire Spear Corporation to perform splash pad repairs. The service agreement expires on 11-01-25.

Fund Name(s):

County General
Non-reverting
Non-reverting

Fund Number(s):

1000
1178
1179

Amount(s)

Repair Not to
Exceed
\$5,000

Presenter: Kelli Witmer

Speaker(s) for Zoom purposes:

Name(s)

Kelli Witmer

Phone Number(s)

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

Attorney who reviewed:

Molly Turner-King

Agreement for Services

This Agreement is made between **Spears Corporation**, ("Contractor") and the Monroe County Parks and Recreation Board and Monroe County Board of Commissioners (collectively, "Monroe County"). The Contractor and Monroe County mutually agree as follows:

The terms of the agreement enlist Contractor to perform repairs to the Splash Pad located at the Karst Farm Park in Monroe County, Indiana. The following terms shall apply:

1. **Scope of Project.** Monroe County wishes to retain the professional services of Contractor at the hourly rates as set forth in "Exhibit A," consisting of one (1) page, which is incorporated herein and made part of this Agreement. Services performed may include but may not be limited to repairs to equipment owned by Monroe County. **Hourly rates** are established by Contractor and Contractor reserves the right to change the rates at their discretion. Contractor agrees to provide written notice to the Monroe County at least thirty (30) days in advance of any change in the hourly rates outlined in "Exhibit A." Monroe County shall accept or decline in writing any change in hourly rates. In the event that Monroe County declines the acceptance of a change in hourly rates, Monroe County shall provide notice of termination of this Agreement as outlined below.
 - a. Parties agree that any terms and conditions not contained or outlined within this Agreement are inapplicable. If either party wishes to include additional terms and conditions, the consent of both parties is required in writing and must be approved in the same manner that this Agreement was approved prior to the commencement of any approved project.
 - b. Parties agree for any project that exceeds the not to exceed amount outlined below or the replacement cost of the equipment, the approval of a separate MOU is required. Funds available pursuant to this Agreement shall not be used as a partial payment for any project.
2. **Price.** The total amount paid to Contractor under this Agreement for any one individual project shall not exceed Five Thousand Dollars (**\$5,000.00**) without further written approval by Monroe County. Contractor shall submit an invoice for each project, including the times and dates worked, and a detailed description of the work performed. Invoices can be submitted to Kelli Witmer, Monroe County Parks and Recreation Director, at kwitmer@co.monroe.in.us and/or 501 N. Morton St., Suite 100, Bloomington, IN 47404. The Monroe County Parks and Recreation Department shall pay Contractor's submitted invoices within forty-five (45) days of receipt.
3. **Term.** The term of this Agreement shall be from the date executed by both parties, below, and shall terminate on **November 1, 2025**. This Agreement may be extended by both parties if done so mutually and in writing and approved in the same manner as this Agreement. Either party may terminate this Agreement by giving written notice to the other party at least thirty (30) days in advance of the intended date of termination.
4. **Indemnity.** Contractor assumes all risks and responsibilities for accidents, injuries or damages to person(s) or property related to performance pursuant to this Agreement and agrees to indemnify and save harmless Monroe County from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Agreement, except such claims, costs or suits arising out of the negligence of Monroe County or its employees.

5. **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 Monroe County before commencement of work on a project. Failure to provide this certificate may be regarded by Monroe County as material breach of this Agreement and may result in its cancellation without further cause. It shall be in Monroe County's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
6. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least One (1) million per occurrence, and Two (2) million dollars aggregate, and furnish proof of such insurance to Monroe County before commencement of work on a project. Failure to provide this certificate may be regarded by Monroe County, in its, sole discretion, as a material breach of this Agreement, and may result in its cancellation without further cause. It shall be in Monroe County's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
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, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

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

8. **Compliance with Law.** Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations, including the County's policy prohibiting harassment. Contractor shall indemnify and save harmless Monroe County for any fines or expenses of any nature which it might incur from Contractor's noncompliance. *If required by law*, Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:
 - a. Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
 - b. 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.
 - c. 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 or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and

contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.

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. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.

12. Entirety of Agreement. This Agreement, consisting of three (3) pages and one (1) exhibit marked as "Exhibit A", constitutes the entire agreement between the parties and may be modified only in writing referencing this Agreement and signed by both parties.

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

Mike Shepherd VP of Sales and Marketing
Spears Corporation Representative

07/14/2023
Date

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS
this _____ day of _____, 2023, pursuant to Monroe County Code Chapter 266-5.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

Penny Githens, President

Penny Githens, President

Julie Thomas, Vice President

Julie Thomas, Vice President

Lee Jones, Commissioner

Lee Jones, Commissioner

ATTEST:

Catherine Smith, Auditor

EXHIBIT A

Spear Corporation

12966 N. County Road 50 W.

Roachdale, IN 46172

www.spearcorp.com

800-642-6640

Rate Sheet

Type of Call	Hourly rates for (1) consultant plus materials
Monday - Friday 7:00 am to 6:00 pm	\$125 per hour + \$193 trip fee
After Hours	\$187 per hour + \$200 call out fee
Weekend Emergencies	\$187 per hour + \$200 call out fee + \$193 trip fee
National Holidays	\$250 per hour + \$200 call out fee + \$193 trip fee



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 Commissioners obtained a Tax Sale Deed for a Parcel Number 53-03-17-403-046.000-002 in the Town of Stinesville. The Town of Stinesville has requested the County to transfer the parcel to the Town.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:

ORDINANCE 2023- 26

A joint ordinance of the Monroe County Council (“Council”) and of the Board of Commissioners of the County of Monroe, Indiana (“Commissioners”) approving the transfer of a parcel, for no consideration, to the Town of Stinesville, Indiana.

WHEREAS, on or about July 12, 2021, the Commissioners obtained a Tax Sale Deed for Parcel Number 53-03-17-403-046.000-002 which is described as the West half of Lot Number Eighty-nine (89) and the West half of Lot Number Ninety (90) in the Town of Stinesville, Indiana;

WHEREAS, the Commissioners have no intended use for the parcel;

WHEREAS, the Town of Stinesville, Indiana, is interested in obtaining the parcel for Town government purposes;

WHEREAS, Indiana Code 36-1-11-8 authorizes Indiana governmental entities to transfer property to other governmental entities for any or no consideration; and,

WHEREAS, the Council and the Commissioners have considered the matter and find that transferring the parcel to the Town of Stinesville, Indiana, for Town purposes, would serve the general welfare of the residents of Monroe County, Indiana;

NOW, THEREFORE, BE IT RESOLVED by the Commissioners and the Monroe County Council, that the attached Quit-Claim deed transferring the parcel to the Town of Stinesville, Indiana, should be executed and that the Commissioners are hereby authorized to do so.

Adopted this _____ day of _____, 2023, by the Council.

“AYES”

“NAYS”

KATE WILTZ, President

KATE WILTZ, President

TRENT DECKARD, President Pro Tempore

TRENT DECKARD, President Pro Tempore

JENNIFER CROSSLEY

JENNIFER CROSSLEY

MARTHA HAWK

MARTHA HAWK

PETER IVERSEN

PETER IVERSEN

GEOFF McKIM

GEOFF McKIM

CHERYL MUNSON

CHERYL MUNSON

Adopted this this _____ day of _____, 2023, by the Commissioners.

"AYES"

"NAYS"

PENNY GITHENS, President

PENNY GITHENS, President

JULIE THOMAS, Vice President

JULIE THOMAS, Vice President

LEE JONES, Commissioner

LEE JONES, Commissioner

ATTEST:

CATHERINE SMITH, Auditor

Mail Tax Statements to:
Town of Stinesville, IN
c/o Clerk Treasurer
P.O. Box 53
Stinesville, IN 47464

QUIT-CLAIM DEED

THIS INDENTURE WITNESSETH, that THE BOARD OF COMMISSIONERS OF THE COUNTY OF MONROE, MONROE COUNTY, INDIANA (hereinafter referred to as "Grantor") Releases and Quit-Claims all of its interest to THE TOWN OF STINESVILLE, INDIANA (hereinafter referred to as "Grantee"), for no consideration, the following described real estate in Monroe County, State of Indiana, to wit:

The West half of Lot Number Eighty-nine (89) and the West half of Lot Number Ninety (90) in the Town of Stinesville, Indiana, parcel number 53-03-17-403-046.000-002 (002-01060-00).

IN WITNESS WHEREOF, Grantor has set its hand and seal this ____ day of _____, 2023.

The Board of Commissioners of the County of
Monroe, Monroe County, Indiana,
BY:

Penny Githens, President

Julie Thomas, Vice President

Lee Jones

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, this ____ day of _____, 2023, at which time Penny Githens, Julie Thomas, and Lee Jones, Commissioners of the Board of Commissioners of the County of Monroe, of Monroe County, Indiana, personally appeared and acknowledged the execution of the above and foregoing Quit-Claim Deed to be a voluntary act and deed.

My Commission Expires: _____

Notary Public

(name printed)

A resident of _____ County

Commission No.: _____

CERTIFICATE OF PROOF

WITNESS to the signature(s) on the foregoing instrument to which this Proof is attached:

signature, Witness

(name printed)

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, this _____ day of _____, 2023, personally appeared the above-named WITNESS, _____, to the foregoing instrument, who, being by me duly sworn, did depose and say that she/he knows Penny Githens, Julie Thomas, and Lee Jones, to be the individuals described in, and who executed, the foregoing instrument; that said WITNESS was present and saw Penny Githens, Julie Thomas, and Lee Jones execute the same; and that said WITNESS at the same time subscribed her/his name as witness thereto.

My Commission Expires: _____

Notary Public

(name printed)

A resident of _____ County

Commission No.: _____

Property Address: West Main Street, Stinesville, IN 47464

Grantee's Address: Town of Stinesville, IN, c/o Clerk Treasurer, P.O. Box 53, Stinesville, IN 47464

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. David B. Schilling

This instrument was prepared by David B. Schilling, Monroe County Attorney, Courthouse, Room 220, 100 W. Kirkwood Ave., Bloomington, Indiana 47404, (812) 349-2525

DULY ENTERED
FOR TAXATION

JUL 29 2021

Catherine Smith

Auditor Monroe County, Indiana

Tax Title Deed

2021014598 TX TITLE \$0.00
07/29/2021 11:08:24A 4 PGS
Eric Schmitz
Monroe County Recorder IN
Recorded as Presented



Whereas **Board of Commissioners of the County of Monroe, Indiana** of Indiana did, the **12th day of July, 2021** produced to the undersigned, Catherine Smith, Auditor of Monroe County in the State of Indiana, a tax sale certificate dated the 15th day of October 2020 duly signed by the Monroe County Auditor, from which the **Board of Commissioners of the County of Monroe, Indiana** on the 15th day of October 2020 acquired a lien on the below described property pursuant to I.C. 6-1.1-24-6:

002-01060-00 Stinesville W1/2 Lots 89 & 90 & Vac Alley

53-03-17-403-046.000-002

The West half of Lot Number Eighty-nine (89) and the West half of Lot Number Ninety (90) in the Town of Stinesville, Indiana

Commonly known as: W Main St, Stinesville, IN 47464

Formerly In The Name Of: Payton, Reginald & Debra

Such real property has been recorded in the office of Monroe County Auditor as delinquent for the nonpayment of taxes, and proper notice of the sale has been given. It appearing that **Board of Commissioners of the County of Monroe, Indiana** is the owner of the Tax Sale Certificate, that the time for redeeming such real property has expired, that the property has not been redeemed, that the undersigned has received a court order (**Cause No 53C01-2105-TP-000991**) dated the **15th of June, 2021** for the issuance of a deed for the real property described in the Certificate of Sale, that the records of the Monroe County Auditor's Office state that the real property was legally liable for taxation, and that the real property has been duly assessed and properly charged on the duplicate with the taxes and special assessments due in the years 2018 and 2019.

Therefore, this indenture, made this **12th day of July, 2021**, between the State of Indiana, by Catherine Smith, Auditor of Monroe County, of the first part, and **Board of Commissioners of the County of Monroe, Indiana** of the second part, witnesseth: That the party of the first part, for and in consideration of the premises, has granted and bargained and sold to the party of the second part, the real property described above and in the Certificate of Sale, situated in the County of Monroe, and State of Indiana, to have and to hold such real property, with the appurtenances belonging thereto, in as full and ample a manner as the Auditor of said county is empowered by law to convey the same.

In testimony whereof, Catherine Smith, Auditor of Monroe County, has hereunto set her hand, and affixed the seal of the Board of the County Commissioners, the day and year last above mentioned.

WITNESS: Stephanie L Carter
Deputy Auditor of Monroe County

STATE OF INDIANA)
):
COUNTY OF MONROE)

Before me, the undersigned, Clerk of the Monroe Circuit Court, in and for said county, this day, personally came the above named Stephanie L Carter, Deputy Auditor of said county, and acknowledged that she signed and sealed the foregoing deed for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and seal this 12th day of July, 2021.

Nicole Browne
Nicole Browne, Clerk
Monroe Circuit Court

Mail tax bills and deed to:
Board of Commissioners of Monroe, Indiana
100 W Kirkwood Ave, Room 322
Bloomington, IN 47404

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

Prepared by: Stephanie L Carter

STATE OF INDIANA)
) ss:
COUNTY OF MONROE) CAUSE NO.: 53C01-2105-TP-000991

IN RE THE 2020 TAX SALE

BOARD OF COMMISSIONERS OF THE
COUNTY OF MONROE, INDIANA,

Petitioner,

vs.

REGINALD PAYTON, DEBRA PAYTON, and
SOUTH CENTRAL REGIONAL SEWER DISTRICT,

Respondents.

ORDER DIRECTING THE AUDITOR OF
MONROE COUNTY, INDIANA, TO ISSUE TAX DEED

This action came before the Court on the Petitioner Board of Commissioners of the County of Monroe, Indiana's, Verified Petition for Tax Deed ("Petition"), in the following words and figures, to wit:

[H.I.]

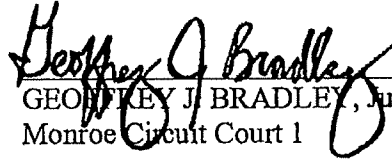
And the Court, having reviewed its file on the action and being duly advised in the premises, hereby finds:

1. The time of redemption has expired;
2. The real property has not been redeemed from the sale;
3. Pursuant to Indiana Code 6-1.1-24-6(c) and Indiana Code 6-1.1-25-4(e), the County is not required to pay the taxes, special assessments, penalties, and costs due on the Tract in order to obtain a tax deed for the Tract;
4. All notices required by law have been given;
5. No persons have appeared in person or by counsel and no written objections have been filed to the Petition; and,
6. The Petitioner has complied with all provisions of law entitling it to receive the requested tax deed.

IT IS, THEREFORE, ORDERED by the Court that the Auditor of Monroe County, Indiana, shall issue a tax deed to the Board of Commissioners of the County of Monroe, Indiana, to the following real property in Monroe County, Indiana:

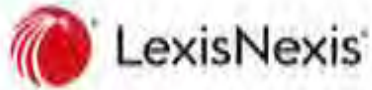
Parcel ID #:	53-03-17-403-046.000-002
Legal:	Stinesville W1/2 Lot 89 & 90 w/Vac Alley
Common Address:	W. Main St., Stinesville, IN 474647
Tax Sale Certificate #:	20017

SO ORDERED, this 15th day of June, 2021.



GEOFFREY J. BRADLEY, Judge
Monroe Circuit Court 1

Distribution:
David B. Schilling
Auditor of Monroe County, Indiana



User Name: David Schilling

Date and Time: Thursday, July 6, 2023 3:14:00PM EDT

Job Number: 200761195

Document (1)

1. [Burns Ind. Code Ann. § 36-1-11-8](#)

Client/Matter: -None-

Burns Ind. Code Ann. § 36-1-11-8

Current through P.L. 197-2023 of the First Regular Session of the 123rd General Assembly; and with amendments effective June 30, 2023

Burns' Indiana Statutes Annotated > Title 36 Local Government (Arts. 1 — 12) > Article 1 General Provisions (Chs. 1 — 30) > Chapter 11 Sale, Exchange, Transfer or Lease of Property (§§ 36-1-11-1 — 36-1-11-18)

36-1-11-8. Transfer or exchange of property with governmental entity.

A transfer or exchange of property may be made with a governmental entity upon terms and conditions agreed upon by the entities as evidenced by adoption of a substantially identical resolution by each entity. Such a transfer may be made for any amount of real property, cash, or other personal property, as agreed upon by the entities.

History

IC 36-1-11-8, as added by Acts 1981, P.L.57, § 37.

Annotations:

Notes to Decisions

Applicability.

Transfer of Property.

Applicability.

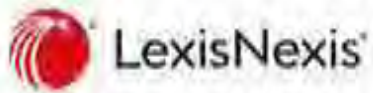
In a dispute between the city, the county, and the city/county building authority over the city's failure to convey a criminal justice center to the county years after the building lease concluded, the building authority lacked the statutory authority to agree to the turn-over provision because the property was not acquired by gift, devise, or bequest. In addition, Ind. Code ch. 36-1-11 did not provide the building authority with authority to dispose of the property because it conflicted with Ind. Code ch. 36-9-13, which was the more specific provision and thus was controlling. [*City of New Albany v. Bd. of Comm'rs*, 125 N.E.3d 636, 2019 Ind. App. LEXIS 223 \(Ind. Ct. App.\), transfer granted, vacated, 138 N.E.3d 961, 2019 Ind. LEXIS 944 \(Ind. 2019\), superseded, 141 N.E.3d 1220, 2020 Ind. LEXIS 275 \(Ind. 2020\).](#)

Transfer of Property.

In a dispute about the ownership of a criminal justice center, the turn-over provision in the lease between the county and the building authority was valid and enforceable as there was no conflict between [Ind. Code § 36-9-13-22\(a\)\(6\)](#) and [Ind. Code § 36-1-11-8](#); while [Ind. Code § 36-9-13-22](#) set forth specific powers of the board of directors of a building authority, it did not limit a building authority's ability to transfer property; and, while [Ind. Code § 36-1-11-8](#) provided that governmental agencies could transfer or exchange property, the fact that there were multiple code sections that gave a building authority the ability to transfer property did not mean that the statutes were inconsistent absent some language that indicated as much. *City of New Albany v. Bd. of Comm'rs of Floyd*, 141 N.E.3d 1220, 2020 Ind. LEXIS 275 (Ind. 2020).

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User Name: David Schilling

Date and Time: Thursday, July 6, 2023 3:11:00PM EDT

Job Number: 200760889

Document (1)

1. [Burns Ind. Code Ann. § 36-1-11-3](#)

Client/Matter: -None-

Burns Ind. Code Ann. § 36-1-11-3

Current through P.L. 197-2023 of the First Regular Session of the 123rd General Assembly; and with amendments effective June 30, 2023

Burns' Indiana Statutes Annotated > *Title 36 Local Government (Arts. 1 — 12)* > *Article 1 General Provisions (Chs. 1 — 30)* > *Chapter 11 Sale, Exchange, Transfer or Lease of Property (§§ 36-1-11-1 — 36-1-11-18)*

36-1-11-3. Approval required.

(a) This section does not apply to the disposal of real property under section 5, 5.5, 5.9, 8, or 18 [[IC 36-1-11-5](#), [IC 36-1-11-5.5](#), [IC 36-1-11-5.9](#), [IC 36-1-11-8](#), or [IC 36-1-11-18](#)] of this chapter.

(b) Disposal of real property under this chapter is subject to the approval of:

- (1) the executive of the political subdivision or agency; or
- (2) the fiscal body of the political subdivision or agency, if there is no executive

The executive or fiscal body may not approve a disposal of property without conducting a public hearing after giving notice under IC 5-3-1. However, in a municipality the executive shall designate a board or commission of the municipality to give notice, conduct the hearing, and notify the executive of its recommendation.

(c) Except as provided in section 3.2 [[IC 36-1-11-3.2](#)] of this chapter, in addition, the fiscal body of a unit must approve the following:

- (1) Every sale of real property that has an appraised value of at least:
 - (A) except as provided in clause (B) and subsection (d), fifty thousand dollars (\$50,000); or
 - (B) an amount greater than fifty thousand dollars (\$50,000) that is specified in an ordinance or a resolution adopted by the fiscal body of the unit under subsection (d).
- (2) Every lease of real property for which the total annual rental payments will be twenty-five thousand dollars (\$25,000) or more.
- (3) Every transfer of real property under section 14 or 15 [[IC 36-1-11-14](#) or [IC 36-1-11-15](#)] of this chapter.

(d) The fiscal body of a unit may adopt an ordinance (in the case of a county or municipality) or a resolution (in the case of a township) to increase the threshold that applies under subsection (c)(1) to an amount greater than fifty thousand dollars (\$50,000).

History

IC 36-1-11-3, as added by Acts 1981, P.L.57, § 37; 1982, P.L.208, § 2; P.L.330-1985, § 3; P.L.331-1985, § 1; [P.L.35-1990, § 43](#); [P.L.82-1995, § 9](#); [P.L.124-1998, § 11](#); [P.L.27-2008, § 1](#), eff. July 1, 2008; [P.L.257-2013, § 40](#), emergency eff. July 1, 2013; [P.L.28-2017, § 1](#), effective July 1, 2017.

Annotations

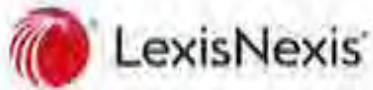
NOTES TO DECISIONS

Application.

In a case where class representatives contended that an amendment to a 1985 agreement involving property required approval under [IC 36-1-11-3](#), a trial court erred by finding that a genuine issue of material fact existed; because a Metropolitan Development Commission conveyed title to a corporation, the requirements under [IC 36-1-11-3](#) did not apply to the conveyance, which furthered the purposes of an agreement, and which, in turn, furthered the purpose of a redevelopment plan. Moreover, because negotiations were not required, the lack of evidence that the parties negotiated the purchase of the property at issue was insignificant. [City of Indianapolis v. Kaho, 938 N.E.2d 734, 2010 Ind. App. LEXIS 2217 \(Ind. Ct. App. 2010\)](#).

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User Name: David Schilling

Date and Time: Thursday, July 6, 2023 3:10:00PM EDT

Job Number: 200760708

Document (1)

1. [Burns Ind. Code Ann. § 38-1-11-3](#)

Client/Matter: -None-

Burns Ind. Code Ann. § 36-1-11-3

Current through P.L.197-2023 of the First Regular Session of the 123rd General Assembly; and with amendments effective June 30, 2023

Burns' Indiana Statutes Annotated > Title 36 Local Government (Arts. 1 — 12) > Article 1 General Provisions (Chs. 1 — 30) > Chapter 11 Sale, Exchange, Transfer or Lease of Property (§§ 36-1-11-1 — 36-1-11-18)

36-1-11-3. Approval required.

(a) This section does not apply to the disposal of real property under section 5, 5.5, 5.9, 8, or 18 [[IC 36-1-11-5](#), [IC 36-1-11-5.5](#), [IC 36-1-11-5.9](#), [IC 36-1-11-8](#), or [IC 36-1-11-18](#)] of this chapter.

(b) Disposal of real property under this chapter is subject to the approval of:

- (1) the executive of the political subdivision or agency; or
- (2) the fiscal body of the political subdivision or agency, if there is no executive.

The executive or fiscal body may not approve a disposal of property without conducting a public hearing after giving notice under IC 5-3-1. However, in a municipality the executive shall designate a board or commission of the municipality to give notice, conduct the hearing, and notify the executive of its recommendation.

(c) Except as provided in section 3.2 [[IC 36-1-11-3.2](#)] of this chapter, in addition, the fiscal body of a unit must approve the following:

- (1) Every sale of real property that has an appraised value of at least:
 - (A) except as provided in clause (B) and subsection (d), fifty thousand dollars (\$50,000); or
 - (B) an amount greater than fifty thousand dollars (\$50,000) that is specified in an ordinance or a resolution adopted by the fiscal body of the unit under subsection (d).
- (2) Every lease of real property for which the total annual rental payments will be twenty-five thousand dollars (\$25,000) or more.
- (3) Every transfer of real property under section 14 or 15 [[IC 36-1-11-14](#) or [IC 36-1-11-15](#)] of this chapter.

(d) The fiscal body of a unit may adopt an ordinance (in the case of a county or municipality) or a resolution (in the case of a township) to increase the threshold that applies under subsection (c)(1) to an amount greater than fifty thousand dollars (\$50,000).

History

IC 36-1-11-3, as added by Acts 1981, P.L.57, § 37; 1982, P.L.208, § 2; P.L.330-1985, § 3; P.L.331-1985, § 1; [P.L. 35-1990, § 43](#); [P.L. 82-1995, § 9](#); [P.L. 124-1998, § 11](#); [P.L. 27-2008, § 1](#), eff. July 1, 2008; [P.L. 257-2013, § 40](#), emergency eff. July 1, 2013; [P.L. 28-2017, § 1](#), effective July 1, 2017.

Annotallons

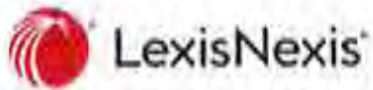
NOTES TO DECISIONS

Application.

In a case where class representatives contended that an amendment to a 1985 agreement involving property required approval under [IC 36-1-11-3](#), a trial court erred by finding that a genuine issue of material fact existed; because a Metropolitan Development Commission conveyed title to a corporation, the requirements under [IC 36-1-11-3](#) did not apply to the conveyance, which furthered the purposes of an agreement, and which, in turn, furthered the purpose of a redevelopment plan. Moreover, because negotiations were not required, the lack of evidence that the parties negotiated the purchase of the property at issue was insignificant. [City of Indianapolis v. Kahlo, 938 N.E.2d 734, 2010 Ind. App. LEXIS 2217 \(Ind. Ct. App. 2010\)](#).

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User Name: David Schilling

Date and Time: Thursday, July 6, 2023 3:06:00PM EDT

Job Number: 200760280

Document (1)

1. [Burns Ind. Code Ann. § 36-2-2-20](#)

Client/Matter: -None-

Burns Ind. Code Ann. § 36-2-2-20

Current through P.L.197-2023 of the First Regular Session of the 123rd General Assembly; and with amendments effective June 30, 2023

Burns' Indiana Statutes Annotated > Title 36 Local Government (Arts. 1 — 12) > Article 2 Counties (Chs. 1 — 20) > Chapter 2 County Executive (§§ 36-2-2-1 — 36-2-2-30)

36-2-2-20. Acquisition and disposal of county property authorized.

The county executive may make orders concerning county property, including orders for:

(1) The sale of the county's public buildings and the acquisition of land in the county seat on which to build new public buildings; and

(2) The acquisition of land for a public square and the maintenance of that square.

However, a conveyance or purchase by a county of land having a value of one thousand dollars (\$1,000) or more must be authorized by an ordinance of the county fiscal body fixing the terms and conditions of the transaction.

History

IC 17-1-14-11, 17-1-24-33, recodified as IC 36-2-2-20 by Acts 1980, P.L.212, § 1.

Annotations

Notes to Decisions

Choses in Action.

Contents of Notice.

County Seat Removal — Expense of New Buildings.

Execution Sales.

Old Buildings in Payment for Labor.

Poor Asylum.

Sale of Property.

Choses in Action.

County boards could dispose of choses in action belonging to their counties. [Shannon v. O'Boyle](#), 51 Ind. 565, 1875 Ind. LEXIS 377 (Ind. 1875); [Vanarsdall v. State](#), 65 Ind. 176, 1879 Ind. LEXIS 234 (Ind. 1879).

Contents of Notice.

A notice for the sale of public property was required to state the least price that would be received for such property and the kind of security that the purchaser would be required to give. [Platter v. Board of Comm'rs](#), 103 Ind. 360, 2 N.E. 544, 1885 Ind. LEXIS 534 (Ind. 1885).

County Seat Removal — Expense of New Buildings.

The legislature cannot require that the expenses of erecting county buildings on the removal of a county seat shall be borne by the township in which the county seat is located. [Crist v. Molony](#), 187 Ind. 614, 119 N.E. 1001, 1918 Ind. LEXIS 75 (Ind. 1918).

Execution Sales.

By cases decided prior to the enactment of former IC 17-1-24-27, it was held that property of a county might, in certain instances, be sold on execution. [Lowe v. Board of Comm'rs](#), 94 Ind. 553, 1884 Ind. LEXIS 112 (Ind. 1884); [State ex rel. Courter v. Buckles](#), 8 Ind. App. 282, 35 N.E. 846, 1893 Ind. App. LEXIS 64 (Ind. Ct. App. 1893).

Old Buildings in Payment for Labor.

An arrangement by which old buildings were to be taken in payment for labor in removing the same, and for materials and labor in repairing such buildings after such removal, was not a sale of such buildings. [Crow v. Board of Comm'rs](#), 118 Ind. 51, 20 N.E. 642, 1889 Ind. LEXIS 479 (Ind. 1889).

Poor Asylum.

County boards cannot discontinue the use of the poor asylum of the county until another has been provided. [Platter v. Board of Comm'rs](#), 103 Ind. 360, 2 N.E. 544, 1885 Ind. LEXIS 534 (Ind. 1885).

Sale of Property.

County boards may sell, in the manner provided by statute, the property of the county that is not needed for county purposes. [Platter v. Board of Comm'rs](#), 103 Ind. 360, 2 N.E. 544, 1885 Ind. LEXIS 534 (Ind. 1885); [Crow v. Board of Comm'rs](#), 118 Ind. 51, 20 N.E. 642, 1889 Ind. LEXIS 479 (Ind. 1889).

Opinion Notes

Opinions of Attorney General

The sale by counties of property acquired through the foreclosure of school fund mortgages should be under Acts 1943, ch. 251, § 26, p. 707, and the property should be treated like all other county property after the school fund has been reimbursed and such property should be sold in the same manner as other land belonging to the county is sold. 1953, No. 117, p. 528.

The sale by counties of property acquired through the foreclosure of school fund mortgages was governed by former IC 21-1-7-26, and the property was to be treated like all other county property after the school fund had been reimbursed and sold in the same manner as other land belonging to the county is sold. 1953, No. 117, p. 528.

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Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

Due to the extensive time looking at four sites, as agreed to by the Council, Sheriff, and Commissioners, DLZ reported that it would exceed the initial contract price. This supplemental carries the costs through the June 26th executive session. At this point, no final site has been determined.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

June 14, 2023

Monroe County Board of Commissioners
C/O: Jeff Cockerill, Monroe County Attorney
Monroe County Courthouse
100 W Kirkwood Avenue
Bloomington, Indiana 47404

Re: Monroe County Justice Center Initial Site Review and Evaluation
Supplement - DLZ Indiana, LLC On-Call Professional Services Letter Agreement Proposal

Dear Commissioners:

DLZ Indiana, LLC (DLZ) appreciates the opportunity to work with Monroe County on the Justice Center project. We have been working on the initial site review and evaluation of the four (4) identified potential Justice Center sites and look forward to presenting the information to you and others on June 26th.

The Initial Site Review and Evaluation Agreement approved on April 5, 2023 (attached Exhibit A) states, "When/if the contract amount is approximately 75% expended, DLZ will notify Monroe County in writing and a Supplement to this Agreement will be discussed with an additional hourly NTE (not-to-exceed) fee amount will be mutually agreed upon."

As has been previously discussed with Mr. Cockerill, DLZ's current initial site review and evaluation efforts to date have expended the currently authorized hourly NTE fee of \$10,000. This Supplement modifies the current Monroe County Justice Center Initial Site Review and Evaluation Agreement hourly NTE fee amount from \$10,000 to \$20,000. This authorized increase is anticipated to be adequate to include DLZ efforts through the June 26th presentation. All other terms and conditions from the executed Agreement remain unchanged.

If you are in agreement to increase the hourly NTE fee amount to \$20,000, please sign and date below. If you have any comments, please contact Scott Carnegie at 317.633.4120 or by email at scarnegie@dlz.com.

Respectfully submitted,
DLZ INDIANA, LLC

Laurie D. Johnson, PE
Vice President

Scott A. Carnegie, AAIA
Project Manager

Copy: Angie Purdie – Commissioners' Administrator
DLZ: EBR, KM



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

Attachments:

Exhibit A - Monroe County Justice Center Initial Site Review and Evaluation

DLZ Indiana, LLC On-Call Professional Services Letter Agreement Proposal approved on April 5, 2023

APPROVED and ACCEPTED by Monroe County Board of Commissioners

Please sign below and return one copy to Scott A. Carnegie.

By: _____ Date: _____
Penny Githens, President
Monroe County Commissioner

By: _____ Date: _____
Julie Thomas, Vice President
Monroe County Commissioner

By: _____ Date: _____
Lee Jones
Monroe County Commissioner



Monroe County Board of Commissioners Agenda Request Form

Exhibit A

Date to be heard Formal ☒ Work session ☒ Department

4/5/23

Title to appear on Agenda:

Vendor #

Executive Summary:

As the County continues to work for a functional and treatment oriented Jail facility, determination of the proper site for the facility is necessary. No specific properties for this review have been identified. However, many options have been relayed to the County. The County Council approved a document that states that they recommend "a jail location as close to existing services as possible" and the size of the property has been discussed in CJRC meetings. It is anticipated that this agreement will allow for an in depth review of up to four sites to determine what they can accommodate.

Again, no sites for review have been identified.

This is not an agreement to begin master planning of a site or jail design.

23-0093

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="EDIT BAN-2022"/>	<input type="text" value="4816"/>	<input type="text" value="Not to exceed \$10,000"/>

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:

**ADDENDUM TO DLZ AGREEMENT**

1. **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.
2. **Harassment Policy:** Monroe County government, including the Board, does not tolerate sexual harassment by or of its officials, employees, agents, and independent contractors. The Board and contractor are aware of this policy/practice and agree to abide by it. If any officer, employee, agent or independent contractor (including its employees, etc.) experience any treatment or action that he or she believes constitutes sexual harassment, he or she agrees to immediately report the treatment or action to both the Monroe County Human Resources Administrator and the Board's Administrator.
3. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
4. **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 Addendum as dated below in two counterparts, each of which shall be deemed an original.

DLZ
"Contractor"

Board of Commissioners of Monroe County
"Board"

Laurie D. Johnson

by

Randy Dickins

Date April 3, 2023

ATTEST: April 05, 2022

Catherine Smith
Catherine Smith, Auditor



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

March 30, 2023

Monroe County Board of Commissioners
C/O: Jeff Cockerill, Monroe County Attorney
Monroe County Courthouse
100 W Kirkwood Avenue
Bloomington, Indiana 47404

Re: Monroe County Justice Center Initial Site Review and Evaluation
DLZ Indiana, LLC On-Call Professional Services Letter Agreement Proposal

Dear Commissioners:

DLZ Indiana, LLC (DLZ) appreciates the opportunity to work with Monroe County on the Justice Center project. As requested, DLZ is pleased to submit this On-Call Professional Services Letter Agreement Proposal for the initial site review and evaluation of potential project sites.

SCOPE OF SERVICES

At the request of the Monroe County Board of Commissioners, DLZ will provide as needed Professional Architectural/ Engineering Services related to the initial review and evaluation of up to four (4) project sites to accommodate the new Monroe County Justice Center. A written summary of the findings will be developed.

Items to be reviewed and evaluated by the DLZ Team typically include the following items:

- Site location including, but not limited to: site aerial, number of acres, LiDAR topography, property lines, existing vegetation, soils survey and surrounding context as available through local GIS and state agencies.
- Zoning designation and applicable local ordinances for the site.
- Utility availability
- Utility capacity
- Review IDEM wetland maps and IDNR flood plain mapping
- Public transportation access
- Identify comparable building footprint on-site for graphic scale purpose including preferred building(s) location and orientation. Conceptual site development including grading, vehicular/pedestrian access circulation, plantings, etc. is not included.
- Review IDEM GIS environmental regulatory data online and review applicable IDEM virtual file cabinet records.
- Identification of karst features is limited to readily available online information.



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

Monroe County Justice Center Site Review & Evaluation
On-Call Letter Agreement Proposal
Page 2 of 3

Items not typically included in an initial site review and evaluation exercise include such things as topography and/or boundary survey, geotechnical investigation, on site environmental review, Phase I ESA that meets the ASTM E1527-21 standards, test pits, utility locates, detailed karst mapping or investigation, cost estimating, etc. Per the Owner's direction, these items can be added to the Scope of Services and the hourly not to exceed (NTE) fee will be adjusted accordingly.

PROFESSIONAL FEE

In consideration of the above Scope of Services, DLZ will be compensated in accordance with the attached Exhibit B - DLZ Standard Fee Structure – 2023 Engineering/Architectural, with an hourly not-to-exceed (NTE) fee of \$10,000.00, unless a modification of this Agreement is approved in writing by Monroe County. The hourly NTE fee equates to approximately 60 total hours. When/if the contract amount for this Agreement is approximately 75% expended, DLZ will notify Monroe County in writing and a Supplement to this Agreement will be discussed with an additional hourly NTE fee amount will be mutually agreed upon. Reference attached Exhibit B for hourly rate schedule and reimbursable expenses. Reimbursable expenses are in addition to the hourly NTE fee.

This proposal includes Professional Architectural/ Engineering Services related to an initial site evaluation of up to four (4) potential project sites. If after the initial site evaluations it is deemed necessary, or desired, to perform a more in-depth site evaluation of a select site(s), and at the request of the Commissioners, DLZ will forward a Supplement to this Agreement to provide Professional Services for a more in-depth site evaluation.

The Standard Terms and Conditions, as set forth in attached Exhibit A, are incorporated here into and made part of this Agreement, with the "Client" identified as Monroe County Board of Commissioners, Bloomington, Indiana. Invoices will be submitted on a monthly basis for actual services and hours provided.

SUMMARY

If you have any comments, please contact Scott Carnegie at 317.633.4120 or by email at scarnegie@dlz.com.

Respectfully submitted,
DLZ INDIANA, LLC

Laurie D. Johnson, PE
Vice President

Scott A. Carnegie, AAIA
Project Manager

Attachments:

Exhibit A DLZ Standard Terms and Conditions
Exhibit B DLZ Standard Fee Structure – 2023 Engineering/Architectural

Copy: Angie Purdie – Commissioners' Administrator
DLZ: EBR, KM



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

Monroe County Justice Center Site Review & Evaluation
On-Call Letter Agreement Proposal
Page 3 of 3

APPROVED and ACCEPTED by Monroe County Board of Commissioners

Please sign below and return one copy to Scott A. Carnegie.

By: Penny Githens Date: 4/5/2023
Penny Githens, President
Monroe County Commissioner

By: Julie Thomas Date: 4/5/2023
Julie Thomas, Vice President
Monroe County Commissioner

By: Lee Jones Date: 4/10/2023
Lee Jones
Monroe County Commissioner

EXHIBIT A

DLZ'S STANDARD TERMS AND CONDITIONS

1. INVOICES AND PAYMENT: Unless the parties have agreed otherwise, DLZ will submit monthly invoices to CLIENT for services performed in the prior month. Except to the extent CLIENT disputes in good faith all or a portion of a DLZ invoice, CLIENT will pay DLZ the invoiced amount within thirty (30) days from the date of the invoice; and, in default of such payment, agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. Invoiced amounts not in dispute will accrue interest at eight percent (8%) per annum after they have been outstanding for over thirty (30) days. If an invoiced amount not in dispute remains unpaid sixty (60) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, suspend all project services until all unpaid invoiced amounts not in dispute are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, declare CLIENT to be in breach of this agreement.

2. CONSTRUCTION SERVICES: If DLZ's scope of services includes providing professional services during the project's construction phase, DLZ will not have control over or be responsible for contractor means, methods, techniques, sequences, procedures, or schedule, or the contractor's failure to comply with the construction contract documents or applicable laws, ordinances, rules or regulations. If DLZ provides construction inspection or observation services, DLZ will report to CLIENT all contractor deviations from the construction contract documents that come to DLZ's attention. However, such services are solely intended to enable DLZ to maintain familiarity with, and keep CLIENT informed of, the general progress and quality of the contractor's work, and not to require DLZ to perform exhaustive inspections of contractor work for its compliance with the construction contract documents, which shall remain solely contractor's responsibility.

3. CHANGES IN REQUIREMENTS: In the event additional services are required due to a change, after the date of this agreement, in CLIENT's requirements, or in the applicable law, standards, or governmental requirements or policies, DLZ will be entitled to additional compensation for such additional services.

4. SURVEY STAKING: If DLZ's scope of services includes survey layout, DLZ will not be responsible for subsequent disturbances of its layout except to the extent caused by DLZ or persons for whom it is responsible.

5. MISCELLANEOUS EXPENSES: Except to the extent otherwise provided in this agreement, CLIENT is responsible for all third-party fees and charges including, without limitation, fees and charges for inspections, zoning or annexation applications, assessments, soils engineering, soils testing, aerial topography, permits, rights-of-entry, bond premiums, title company charges, blueprint and reproduction costs, and all other third-party fees and charges.

6. CHANGE OF SCOPE: DLZ's scope of services in this agreement is based on facts known at the time of execution of this agreement, including, if applicable, information supplied by CLIENT. DLZ will promptly notify CLIENT in writing of any perceived changes to its scope of services required by new information or by persons or circumstances beyond DLZ's control, and the parties shall negotiate modifications to this agreement before DLZ begins performance of the revised scope.

7. SAFETY: DLZ will take reasonable steps to protect the safety of its employees, and to perform its services in a safe manner. DLZ is not responsible for project safety other than with regard to its own services.

8. REUSE OF PROJECT DELIVERABLES: CLIENT's use of any project documents or DLZ deliverables, including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaption by DLZ for the specific purpose intended, will be at CLIENT's sole risk.

9. OPINIONS OF CONSTRUCTION COST: Any opinion of construction costs prepared by DLZ is supplied for the general guidance of the CLIENT only. Since DLZ has no control over competitive bidding or market conditions, DLZ cannot guarantee the accuracy of such opinions as compared to contractor bids or actual cost to CLIENT.

10. INSURANCE: During the performance of its services and for two years thereafter, DLZ will maintain the following minimum insurance coverage: General Liability- \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$1,000,000 personal/advertising injury aggregate; Automobile Liability- \$1,000,000 combined single limit; Workers Compensation and Employers Liability- in conformance with statutory requirements, and \$1,000,000 employers liability; and Professional Liability- \$2,000,000 per claim and in the aggregate. Certificates evidencing such coverage will be provided to CLIENT upon request. If DLZ is providing construction phase services, CLIENT agrees to require its contractor to include DLZ as an additional insured on the contractor's General Liability and Automobile Liability insurance policies, and DLZ's above-listed coverage will be excess over the contractor's coverage, which will be primary.

11. INDEMNITY: To the fullest extent permitted by law, each of the parties agrees to indemnify and save harmless the other party from and against all liability, damages, and expenses, including reasonable attorney's fees, sustained by the other party by reason of injury or death to persons or damage to tangible property, to the proportionate extent caused by the negligent acts or omissions of the indemnifying party or its employees.

12. CONSEQUENTIAL DAMAGES: Neither party will be liable to the other for consequential, special, incidental, indirect, liquidated, or punitive damages.

13. LIABILITY: No employee of DLZ or of its parent, subsidiary, or affiliated companies will be personally liable to CLIENT. DLZ's total liability to CLIENT, and any coverage of CLIENT as an additional insured under any of DLZ's insurance policies, for injuries, claims, losses, expenses or damages arising out of DLZ's services or this agreement from any causes including, but not limited to, DLZ's negligence, error, omissions, strict liability, or breach of contract, will not exceed the total compensation received by DLZ under this agreement.

14. DISPUTES: Any claim or controversy arising out of or relevant to this agreement, or the breach thereof, shall be settled by binding arbitration in the state in which the project is located, in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be rendered in any court having jurisdiction thereof.

15. STATUTE OF LIMITATIONS: The parties agree that the time period for bringing claims regarding DLZ's Service's under this agreement expires on the earlier of one year after completion of the project, or two years after completion of DLZ's project services.

16. DELAYS: DLZ is not responsible for delays caused by persons or circumstances for which DLZ is not responsible.

17. SHOP DRAWINGS: If DLZ's scope of services includes reviewing shop drawings, such reviews are solely with regard to their general conformance with the design concept, and not for the purpose of reviewing or approving their accuracy, completeness, dimensions, quantities, constructability, compatibility with other construction components, or compliance with the requirements of the construction contract documents, all of which remain the contractor's responsibility. DLZ is not responsible for reviewing or approving the contractor's safety precautions or construction means, methods, sequences or procedures.

18. ACCEPTANCE: Both parties will consider DLZ's initiation of services prior to execution of this agreement in order to accommodate CLIENT, at CLIENT's request, as CLIENT's formal acceptance of all of the terms and conditions in this agreement.

19. STANDARD OF CARE: DLZ will perform its services with the care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in the same locale. DLZ does not make, and expressly disclaims, any other warranties, express or implied, relating to its services including, without limitation, warranties of merchantability and fitness for a particular purpose. DLZ shall be entitled to rely on all CLIENT-provided information except to the extent otherwise stated in the agreement.

EXHIBIT B
DLZ INDIANA, LLC - STANDARD FEE STRUCTURE - 2023
ENGINEERING/ARCHITECTURAL

<i>Activity Code</i>	<i>Employee Classification</i>	<i>Hourly Rate</i>
1/122	Officer / Principal Architect	\$280.00
49/49D	Division Manager/Director	\$265.00
50	Department Manager	\$240.00
55/4/14	Registered Land Surveyor/Survey Coordinator/Right of Way Coordinator	\$157.50
80/217	Senior Project Manager / Project Manager II	\$230.00
21/216/237	Project Manager I / Group Manager	\$220.00
556/568/490/480/201/234	Engineer VI/Architect VI/Landscape Arch. VI/ Planner VI/ Scientist VI/Surveyor VI	\$225.00
555/565/489/139/202/214	Engineer V/Architect V/Landscape Arch. V/Planner V/Scientist V/Surveyor V	\$220.00
554/564/488/491/203/102	Engineer IV/Architect IV/Landscape Architect IV/Planner IV/Scientist IV/Surveyor IV	\$210.00
53/58/481/68/204/218	Engineer III/Architect III/Landscape Architect III/Planner III/Scientist III/Surveyor III	\$187.50
52/570/482/69/205/235	Engineer II/Architect Associate II/Landscape Architect II/Planner II/Scientist II/Surveyor II	\$157.50
51/569/483/133/206/236	Engineer I/Architect Associate I/Landscape Architect I/Planner I/Scientist I/Surveyor I	\$122.50
28	Designer I	\$117.50
472	Designer II	\$127.50
473/232	Designer III / Utility Coordinator	\$175.00
29	Technician	\$90.00
544	Technician IV	\$122.50
238	Right of Way Agent II	\$100.00
126/147	Construction Observer Manager /Administrator	\$167.50
152	Construction Observer	\$127.50
43	Clerical	\$75.00
430	Office Services Coordinator	\$112.50
06/A3	Intern / Apprentice	\$75.00

	<i>Crew Classification</i>	<i>Hourly Rate</i>
142/99	2 - person Topographic Survey Crew	\$270.00
142/99	2 – person Topographic Survey Crew (overtime)	\$335.00
336/127	1 – person Field Crew / Party Chief	\$162.50
336/127	1 – person Field Crew / Party Chief (overtime)	\$225.00
GPS/339	1 – person GPS/RTK Field Crew	\$225.00
SCAN	HDS Laser / UAS Scanning Crew	\$325.00
13/94	Rodman/ Survey Technician / Survey-Mapping Assistant	\$112.50

<i>Reimbursable Expenses</i>	<i>Rate</i>
Mileage	\$0.655/mile
Travel Expenses	@ Cost
Living Expenses	@ Cost
Reproduction	Cost plus 20%
Subconsultants	Cost plus 20%
Equipment Rental	Cost plus 20%

Rates are subject to revision on January 1 of each year. Cost of living/inflation increases of 3 to 7% per annum can be anticipated.



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 86-09 to add the following 35 mph location: Matthews Drive

Amend Ordinance 86-09 to add the following 30 mph location: Eller Lane

Amend Ordinance 86-09 to add the following 20 mph locations: Ponderosa Drive, McMullen Drive, Joshua Drive, Charles Place

Amend Ordinance 86-06 to delete the following stop location: White River Drive for Maefield Street

Amend Ordinance 86-06 to add the following stop location: Maefield Court for White River Drive

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:

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

SECTION I

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 **addition** of the following **35 mph** locations:

- **Matthew Drive**

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

- **Eller Lane**

That Appendix A of Ordinance 86-09 is amended by the **addition** of the following **20 mph** locations:

- **Ponderosa Drive**
- **McMullen Drive**
- **Joshua Drive**
- **Charles Place**

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 86-06 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:

- **White River Drive for Mae field Street**

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

- **Mae field Court for White River Drive**

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 26th day of July 2023.

BOARD OF COMMISSIONERS

"YES" VOTES (AYES)

"NO" VOTES (NAYS)

PENNY GITHENS
PRESIDENT

PENNY GITHENS
PRESIDENT

JULIE THOMAS
VICE PRESIDENT

JULIE THOMAS
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 agreement is for project coordination and funding with INDOT. The project is for the pedestrian trail improvements, flashing beacon installations at various locations around the county. The locations are the following:

Limestone Trail @ Dillman Road
Limestone Trail @ Church Lane
Clear Creek Trail @ Victor Pike
Clear Creek Trail @ That Road
Bloomington Rail Trail @ That Road
Bloomington Rail Trail @ Rogers Street
Clear Creek Trail at Rockport Road

After the STIP (State Transportation Improvement Plan) is adopted, the funding for this project will be increased to \$295,912.00 for construction and construction inspection. The local match will be \$27,715.00. This was approved through the MPO Policy Committee and their funding allocations.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:

Monroe County 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

INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY

PROJECT COORDINATION CONTRACT

CONTRACT #0000000000000000000074831

Des. No.: 1900493

UEI #NR8WKTGZKCH7

CFDA No.: 20.205

This Contract is entered into by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as "INDOT"), and the **MONROE COUNTY**, a local public agency in the State of Indiana (hereinafter referred to as the "LPA"), and collectively referred to as the "PARTIES" is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the PARTIES agree as follows:

NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

- A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration
Attention: Director of LPA and Grant Administration
100 North Senate Avenue, Room N758-LPA
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, Room N758-Legal
Indianapolis, Indiana 46204

- B. Notices to INDOT regarding project management shall be sent to respective District Office:

INDOT Seymour District
185 Agrico Lane
Seymour, Indiana 47274

- C. Notices to the LPA shall be sent to:

Monroe County Commissioners
100 W. Kirkwood Ave.
Bloomington, IN 47404

RECITALS

WHEREAS, the LPA has submitted an application to receive federal funds for the project described in **Attachment A** (the "Project"); which is attached herein and made an integral part of this Contract; and

WHEREAS, INDOT has approved of the LPA's application for federal funding, and the PARTIES desire to enter into this Contract to establish the responsibilities for the Project; and

WHEREAS, the LPA shall be responsible for its share of the Project cost as stated in this Contract; and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all federal requirements and fiscally manage the Project; and

WHEREAS, the PARTIES have determined the Project is in the best interests of the citizens of the State of Indiana; and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations;

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

I. PROJECT DESCRIPTION.

1.1. The Parties are entering into this Contract to complete the Project described as follows:

Des. No.	<u>1900493</u>
Program:	<u>Group II HSIP</u>
Type of Project:	<u>Pedestrian Flashing Beacons, Installed</u>
General Scope/Location:	<u>Pedestrian crossings improvements in Monroe County</u>

II. LPA RESPONSIBILITIES.

- 2.1. The LPA shall complete the Project in accordance with INDOT's Design Manual (See http://www.in.gov/indot/design_manual/) and all pertinent state and federal laws, regulations, policies and guidance, including the INDOT's LPA Guidance Document (See <https://www.in.gov/indot/2390.htm>). The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual (See <http://www.in.gov/indot/2523.htm>). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals (See <http://www.in.gov/indot/2493.htm>).
- 2.2. The LPA shall select the consultant in accordance with INDOT's consultant selection procedure for the consultant services to be eligible for federal funding or federal credits.
- 2.3. If the LPA contracts with a consultant, contractor, or other agent to complete work on the Project, the LPA may use either the "LPA-CONSULTANT Agreement", which is found at <http://www.in.gov/indot/2833.htm>, or an agreement that has been reviewed and approved by INDOT.

- 2.4. The LPA shall provide all relevant documents including, but not limited to, all plans, specifications, and special provisions, to INDOT for its review. Upon INDOT's review, the LPA shall modify the submittal in accordance with INDOT's modifications or comments, if any. If the LPA fails to provide a submittal, untimely provides the submittal, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.
- 2.5. The LPA shall complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.
- 2.6. If the LPA fails to meet any of the requirements of Sections 2.1, 2.2, 2.4, or 2.5 above, INDOT will not let the construction Project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
- 2.7. The cost of the invoice of the construction, utility, and/or railroad work shall be paid by the LPA no later than thirty (30) calendar days from the date of letting.
- 2.8. The LPA shall make timely payments of costs to INDOT to avoid delays and increased costs to the Project. If the LPA fails to make timely payments of the full amount invoiced by INDOT, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of Attachment A, which is attached hereto and incorporated herein by reference, and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
- 2.9. The LPA shall be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the Project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.
- 2.10. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this Section are deemed to be incompetent, inadequate or are otherwise insufficient, or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
 - 2.10.1. If project inspection will be provided by full-time LPA employees, the personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal-aid participation. All claims for federal aid shall be submitted to the District office, referenced on Page 1 of the Contract for payment.
 - 2.10.2. If project inspection will be provided by the LPA's consultant, INDOT must approve, in writing, the consultant personnel prior to their assignment to the Project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's Ready for Contracts date for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal aid shall be submitted to the District office, referenced on page 1 of this Contract for payment.
- 2.11. The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the Project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.

- 2.12.** The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Procedure and Accommodation Policy (See <http://www.in.gov/indot/2389.htm>). The LPA shall execute written use and occupancy contracts as defined in this Policy.
- 2.13.** If FHWA or INDOT invokes sanctions per Section 6.6.2. of this Contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:
- 2.13.1.** In the event of a correctable noncompliance, the LPA shall make the corrections to the satisfaction of FHWA and INDOT in a reasonable amount of time. In the event the LPA fails to make the required corrections, Sections 2.14.2 and 2.14.3 (as applicable) shall apply.
- 2.13.2.** In the event a citation for noncompliance: (1) is unable to be corrected, (2) the LPA fails to make corrections, (3) the LPA makes corrections which are not acceptable to FHWA and INDOT, or (4) for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, Section 2.14.2 shall apply, and adjustments shall be made as follows:
- A. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation which have been paid by INDOT to the LPA.
 - B. If no right-of-way costs have been paid by INDOT to the LPA or on the LPA's behalf, INDOT shall not pay any claim or billing for right-of-way that is subject to the FHWA citation.
 - C. The LPA is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.
- 2.13.3.** If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA's noncompliance with right-of-way requirements, and construction work has commenced, the following shall apply:
- A. INDOT may elect to terminate, suspend, or continue construction work in accordance with the provisions of the construction contract.
 - B. INDOT may elect to pay its obligations under the provisions of the construction contract.
 - C. If the noncompliance can be corrected, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.
 - D. In the event a citation for noncompliance: (1) is unable to be corrected, (2) the LPA fails to make corrections, (3) the LPA makes corrections which are not acceptable to FHWA and INDOT, or (4) for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA shall reimburse INDOT the full amount the LPA paid for said construction work, less the amount of federal funds allowed by FHWA.
- 2.13.4.** The LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.
- 2.13.5.** If for any reason INDOT is required to repay to FHWA the sum(s) of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA

shall repay to INDOT such sum(s) within forty-five (45) days after receipt of an invoice from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

III. INDOT RESPONSIBILITIES.

- 3.1. INDOT shall have full authority and access to inspect and review all plans, specifications, and special provisions for the Project, regardless of when those plans, specifications, special provisions, or other such Project documents were created.
- 3.2. After the LPA has submitted and INDOT has accepted all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.
- 3.3. If the LPA owes INDOT money which is more than sixty (60) days past due, INDOT will not open the construction bids for the Project.
- 3.4. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of Attachment A, and fulfillment of all other pre-letting obligations of this Contract, INDOT shall, in accordance with applicable laws and rules, including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11, conduct a scheduled letting.
- 3.5. Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.
- 3.6. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.
- 3.7. If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA's share of the construction cost.
- 3.8. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
- 3.9. In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.
- 3.10. After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's invoice, make final payment to INDOT pursuant to Attachment A or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.

IV. PROJECT FUNDS.

- 4.1. INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with Attachment A (Project Funds).

V. TERM AND SCHEDULE.

- 5.1. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between **July 1, 2023 and June 30, 2024**, INDOT will make the federal funds shown in Section I.B. and/or Section I.C. of **Attachment A** available for the Project, provided the Project is eligible, and provided the federal funds shown in Section I.B. of **Attachment A** are available.
- 5.2. In the event that federal funds for the Project are not obligated during the time listed in Section 5.1, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between **July 1, 2024 and June 30, 2026**, INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in Section I.B. and/or Section I.C. of **Attachment A** are available.
- 5.3. In the event that federal funds for the Project are not obligated during the period listed in Section 5.1 or Section 5.2, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse. If the LPA provides notice to INDOT that any purchase order can be closed for any phase of the Project, then the federal funds that had been obligated and/or allocated to the Project shall be forfeited by the LPA as of the date of the notice. If a purchase order for any phase goes inactive after nine months, the federal funds shall be forfeited by the LPA.
- 5.4. If the Program is Group I or Group II, Sections 5.1 and 5.2 do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation.

VI. GENERAL PROVISIONS

- 6.1. **Access to Records.** The LPA shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
- 6.2. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- 6.3. **Audits.** The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State. The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of

Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

For audits conducted pursuant to Indiana Code 5-11-1 and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

6.4. Authority to Bind LPA. The signatory for the LPA represents that he/she has been duly authorized to execute this Contract on behalf of the LPA and has obtained all necessary or applicable approvals to make this Contract fully binding upon the LPA when his/her signature is affixed and accepted by the State.

6.5. Certification for Federal-Aid Contracts Lobbying Activities. The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the LPA, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreement, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.

C. The LPA also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

6.6. Compliance with Laws.

6.6.1. The LPA shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal

statute or the promulgation of rules or regulations there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.

6.6.2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.

6.6.3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."

6.6.4. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.*, and the regulations promulgated thereunder. If the LPA has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the LPA shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Contract. If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at <http://www.in.gov/ig/>. If the LPA or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-f, and under any other applicable laws.

6.6.5. The LPA warrants that the LPA and its contractors shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this Contract. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

6.6.6. As required by IC §5-22-3-7:

(1) The LPA and any principals of the LPA certify that:

(A) the LPA, except for de minimis and nonsystematic violations, has not violated the terms of:

i. IC §24-4.7 [Telephone Solicitation of Consumers];

ii. IC §24-5-12 [Telephone Solicitations]; or

iii. IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) the LPA will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law;

(2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

- (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

6.7. Debarment and Suspension.

1. The LPA certifies by entering into this Contract that neither it nor its principals nor any of its contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the LPA.
2. The LPA certifies that it will verify the state and federal suspension and debarment status for all contractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The LPA shall immediately notify INDOT if any contractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by INDOT to terminate its contractual relationship with the contractor for work to be performed under this Contract.

6.8. Disadvantaged Business Enterprise Program. Notice is hereby given to the LPA or an LPA Contractor that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The LPA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the LPA to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

6.9. Disputes.

- 6.9.1. Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- 6.9.2. The LPA agrees that the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.
- 6.9.3. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved

within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:

6.9.4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

6.9.5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.

6.10. **Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the LPA hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The LPA will give written notice to the State within ten (10) days after receiving actual notice that the LPA, or an employee of the LPA in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

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

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

against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

6.11. Employment Eligibility Verification. The LPA affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien. The LPA further agrees that:

- A. The LPA shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The LPA is not required to participate should the E-Verify program cease to exist. Additionally, the LPA is not required to participate if the LPA is self-employed and do not employee any employees.
- B. The LPA shall not knowingly employ or contract with an unauthorized alien. The LPA shall not retain an employee or contract with a person that the LPA subsequently learns is an unauthorized alien.
- C. The LPA shall require its contractors, who perform work under this Contract, to certify to the LPA that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The LPA agrees to maintain this certification throughout the duration of the term of a contract with a contractor.

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

6.12. Force Majeure. In the event that any Party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected shall immediately or as soon is reasonably possible under the circumstances give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

6.13. Funding Cancellation Clause. As required by Financial Management Circular 3.3 and IC 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

6.14. Governing Laws. This Contract shall be governed, construed and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

6.15. Indemnification. The LPA agrees to indemnify, defend, exculpate, and hold harmless the State of Indiana, and INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other

casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:

- A. of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- B. of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- C. of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or
- D. the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in successfully asserting a claim against the LPA for indemnity pursuant to this contract.

6.16. Merger & Modification. This Contract constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary PARTIES.

6.17. Non-Discrimination.

6.17.1. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The LPA certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

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

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

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, limited English proficiency, or status as a veteran).

6.17.3. During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

- A. Compliance with Regulations: The LPA shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- B. Nondiscrimination: The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.
- D. Information and Reports: The LPA shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the Federal

Highway Administration as appropriate and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions: The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

- 6.18. Payment. All payments (if any) shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.
- 6.19. Penalties, Interest and Attorney's Fees. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.

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

- 6.20. Pollution Control Requirements. If this Contract is for \$100,000 or more, the LPA:
 - A. Stipulates any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - B. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and
 - C. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA List of Violating Facilities.

- 6.21. Prohibited Telecommunications and Video Surveillance Equipment and Services.

In accordance with federal regulations (including 2 CFR 200.216 and 2 CFR 200.471), the Contractor is prohibited from purchasing, procuring, obtaining, using, or installing any telecommunication or video surveillance equipment, services, or systems produced by:

A. Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), OR

B. Hytera Communication Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities),

for any purpose to fulfill its obligations under this Contract. The Contractor shall be responsible to ensure that any subcontractor is bound by and complies with the terms of this provision. Breach of this provision shall be considered a material breach of this Contract.

6.22. Severability. The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.

6.23. Status of Claims. The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204-2249

6.24. General. This Contract represents the entire understanding between the PARTIES relating to the subject matter and supersedes any and all prior oral and/or written communications, understandings or agreements relating to the subject matter. Any amendment or modification to this Contract must be in writing and be signed by duly authorized representatives of the PARTIES (and by all necessary approving State agencies or parties). Neither this Contract nor any portions of it may be assigned, licensed or otherwise transferred by the LPA without the prior written consent of INDOT. This Contract will be binding upon the PARTIES and their permitted successors or assigns. Failure of either Party to enforce any provision of this Contract will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. All captions, section headings, paragraph titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of this Contract. The Recitals and "Notice to PARTIES" on page 1 of the Contract are hereby made an integral part and specifically incorporated into this Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the LPA, or that the undersigned is the properly authorized representative, agent, member or officer of the LPA. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the LPA, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC 4-2-6-10.5.

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:
<https://secure.in.gov/apps/idoa/contractsearch/>

In Witness Whereof, the LPA and the State have, through their duly authorized representatives, entered into this Contract. The PARTIES, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

MONROE COUNTY

Indiana Department of Transportation

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Electronically Approved by:
Department of Administration

Electronically Approved by:
State Budget Agency

By: (for) Rebecca Holwerda, Commissioner

By: (for) Zachary Q. Jackson, Director

*Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on March 20, 2023,
FA 23-12*

**ATTACHMENT A
PROJECT FUNDS**

I. Project Costs.

A. This contract is just for the one (1) phase checked below:

_____ Preliminary Engineering or
_____ Right-of-Way or
 X Construction;

B. If the Program is receiving federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP, or any increase or decrease in the funding from a prior year, authorized by the MPO that may not be reflected in the current TIP, are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay 90% of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is dependent upon the current TIP allocation. As of this date, July 13, 2023, the maximum amount according to the TIP dated September 10, 2021, is \$88,184.00. The most current MPO TIP page, or MPO authorization, is uploaded into INDOT's Scheduling Project Management System (SPMS).

OR

C. Federal-aid Funds made available to the LPA by INDOT will be used to pay _____% of the eligible Project costs. The maximum amount of federal funds allocated to the project is \$_____.

D. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.

E. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.

F. If the Program is Group I or Group II, Section E. does not apply. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the MPO.

G. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of Attachment A of this Contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.

H. Every project must have a project end date based upon the reasonable timeframe for the project phase to be completed. If a project end date lapses, the project is no longer eligible for federal reimbursement in accordance with 2 CFR 200. See <https://www.in.gov/indot/2833.htm>

I. Costs will be eligible for FHWA participation provided that the costs:

- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;
- (2) Are verifiable from INDOT's or the LPA's records;
- (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR 18.22;
- (4) Are included in the approved budget, or amendment thereto; and
- (5) Were not incurred prior to FHWA authorization.

II. Billings.

A. Billing.

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of **Attachment A** and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
4. Federal funds on projects which have not been billed for a twelve (12) month period are considered inactive and must be removed from the project in accordance with 2 CFR 200. To receive federal funding within the twelve (12) month period, INDOT must receive a billing within nine (9) months. See <https://www.in.gov/indot/2833.html>.

III. Repayment Provisions.

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 07/26/23

Formal ☒

Work session ☐

Department Highway

Title to appear on Agenda:

Contract Agreement between the Monroe County Board of Commissioners and Christopher B. Burke Engineering, LLC

Vendor # 003289

Executive Summary:

This is an agreement between the Monroe County Board of Commissioners and Christopher B. Burke Engineering, Indianapolis, IN, for professional services for Municipal Separate Storm Sewer System (MS4) audit assistance. The Monroe County MS4 program will be audited by the Indiana Department of Environmental Management on Tuesday October 24, 2023.

Fund Name(s):

Stormwater

Fund Number(s):

1197

Amount(s)

\$5,000

Presenter: Kelsey Thetonia

Speaker(s) for Zoom purposes:

Name(s)

Kelsey Thetonia

Phone Number(s)

(812) 349-2499

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

Attorney who reviewed:

Schilling, David

July 5, 2023

Kelsey Thetonia
Monroe County
501 N. Morton St., Ste. 216
Bloomington, IN 47404

Subject: **MS4 Audit Assistance
Professional Services Proposal**

Dear Ms. Thetonia,

As requested, Christopher B. Burke Engineering, LLC has prepared this proposal to provide professional services to Monroe County for MS4 audit assistance. The following is our understanding of the assignment, scope of services and estimated fee in support of the project.

UNDERSTANDING OF THE ASSIGNMENT

This project will include providing assistance as needed on activities associated with the County's MS4 program, as detailed below.

SCOPE OF SERVICES

Burke will provide the following services, as needed and requested, and as the available funding will allow:

- Assist with preparation for the County's IDEM MS4 audit of MCMs 1, 2, 3 and 6
- Assist with preparation of implementation documents needed for compliance with IDEM's new MS4 general permit such as procedures, policies, and plans
- Provide training to staff on various MS4 program topics
- Continue to serve as a resource when questions arise regarding the MS4 program
- Other tasks as agreed upon

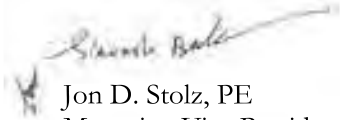
ESTIMATED FEE

We have estimated the total cost for these services shall not exceed **\$5,000**. We will bill you monthly, on a time and material basis, in accordance with our attached standard charges for professional services. In addition, our contract will be established in accordance with the attached general terms and conditions. These general terms and conditions are expressly incorporated into and are an integral part of this contract for professional services. Should Monroe County request additional services outside of the estimated fee, Burke will prepare a contract amendment for those services.

If this proposal meets with your approval, please sign where indicated and return an executed original to us as our notice to proceed. The executed proposal, along with the attached standard charges for professional services and general terms and conditions constitute the whole of our agreement. Any modification to any part of this agreement without prior acknowledgement and consent by Burke will make null and void this agreement. Any time commitment made by Burke as part of the agreement does not begin until Burke has received an executed original.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please call me or Emily Myers at the number listed above if you have any questions.

Sincerely,



Jon D. Stolz, PE
Managing Vice President

THIS PROPOSAL, SCOPE OF SERVICES, ESTIMATED FEE, STANDARD CHARGES FOR PROFESSIONAL SERVICES GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY MONROE COUNTY:

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

Enclosures: Standard Charges for Professional Services
Monroe County General Terms and Conditions

<u>Personnel</u>	<u>(\$/Hr)</u>
Engineer VI.....	235
Engineer V	215
Engineer IV.....	190
Engineer III	155
Engineer I/II	115
Resource Planner V	185
Resource Planner IV.....	155
Resource Planner III	130
Resource Planner I/II	105
Engineering Technician IV	165
Engineering Technician III	145
Engineering Technician I/II	105
CAD II.....	130
CAD I	107
GIS Specialist IV	160
GIS Specialist III.....	155
GIS Specialist I/II	103
Environmental Resource Specialist V	175
Environmental Resource Specialist IV	155
Environmental Resource Specialist III.....	130
Environmental Resource Specialist I/II	105
Environmental Resource Technician.....	100
Administrative	90
Engineering Intern.....	60
Information Technician I/II.....	90

Direct Costs

Outside Copies, Messenger, Delivery Services, Mileage..... Cost + 12%

**Charges include overhead and profit*

Christopher B. Burke Engineering, LLC reserves the right to increase these rates and costs by 5% if the contract is executed after December 31, 2023.

1. **Relationship between Engineer and Client:** Christopher B. Burke Engineering, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. Engineer shall set its own working hours and conditions, provide its own working facilities, and generally, manage its own work. The Engineer shall not be considered to be the agent of the Client. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Engineer shall be responsible for providing all necessary unemployment and worker's compensation insurance for the Engineer's employees. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, cause of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. **Responsibility of the Engineer:** Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.
3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Upon receipt of a written termination notice, the Engineer shall cease all work under the Agreement except such work as may be necessary to bring tasks in progress to a reasonable conclusion, to the extent that such work can be accomplished within thirty (30) days; alternatively, the parties may agree on additional work that should be performed prior to the conclusion of work under the contract. Engineer shall then render a final billing to Client, based on work actually performed, and the Client shall pay that bill in accordance with the payment procedures of this Agreement. There shall be no penalty for termination for the convenience of Client pursuant to this section. Upon termination of the Agreement, Engineer shall promptly deliver all documents and materials that were prepared under this Agreement prior to termination to Client.

5. **Documents Delivered to Client:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be considered “work for hire” and shall be delivered to the Client. The Engineer transfers any ownership claim to the Client and all such materials will be the property of the Client. Engineer shall have the right to retain copies of all Project Documents and drawings for its files. Client shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement. Unless otherwise specified in writing by Client, Engineer may presume that any paper, electronic, or other document delivered to Client is a public record.
6. **Standard of Practice:** The Engineer will strive to conduct services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
7. **Compliance with Laws:** The Engineer will comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

The Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the Project Documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer’s Scope of Service and compensated for accordingly.

8. **Indemnification/Insurance:** Engineer shall indemnify and hold harmless the Client, its officers, agents, and employees, from reasonable claims, demands, damages, costs, expenses, or other liability to the proportionate extent that those damages arise out of the Engineer’s negligent acts or omissions or any willful misconduct on the part of the Engineer or its agents, or employees, or subcontractors directly responsible to it, including those losses that are covered by insurance, except that the above shall not apply to the negligence or willful misconduct of the Client, the Client’s officers, agents, or employees. In a scenario in which there is joint or concurrent negligence the Engineer’s liability is limited to the proportionate extent that damages are caused by Engineer’s negligence. Engineer hereby releases Client from any claim for liability by itself or a subcontractor, officer, agent or employee, to the extent that such loss is covered by worker’s compensation insurance.

During the performance of any and all services under this Agreement, Engineer shall maintain the following insurance in full force and effect:

- A. Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate;
- B. Automobile Liability Insurance, including non-owned auto coverage, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident;
- C. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate; and,
- D. Worker’s Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana and shall contain waivers of subrogation. The Client, its officers, agents, and employees shall be named as insured under the commercial general liability, automotive, and professional liability insurance policies and those policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the Client will be called upon to contribute to a loss hereunder.

Engineer shall provide evidence of each insurance policy to the Client prior to the commencement of work under the Agreement. The Client shall be given thirty days, unqualified written notice prior to any cancellation thereof. Approval of the insurance by the Client shall not relieve or decrease the extent to which Engineer may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. Engineer's failure or refusal to procure or maintain the required insurance coverage or to provide the Client with proof of the required coverage shall be deemed a material breach of this Agreement.

9. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the contractor(s) method of determining process, or over competitive bidding or market conditions, its opinions of probable Project construction cost provided for herein are to be made on the basis of its experience and qualifications and represent its judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by it. If prior to the bidding or negotiation phase, Client wishes greater accuracy as to the construction cost, the Client shall employ an independent cost estimator consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
10. **Governing Law & Dispute Resolution:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by Item 9 of this Agreement, together with the laws of the State of Indiana.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by informal negotiation.
11. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
12. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
13. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth or incorporated herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter thereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

14. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement."
15. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, county or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
16. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
17. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
18. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property as necessary for Engineer to fulfill its obligations under this Agreement, including the preparation of applications for any permits and approvals within the scope of this Agreement. All necessary approvals and permits required from all governmental authorities having jurisdiction over the Project and not included within the scope of this Agreement, may be obtained by the Client or may be obtained by the Engineer under an Amendment to the Agreement.
19. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party. Contact information, including email addresses for each authorized representative shall be exchanged in a timely manner.
20. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or other such address as either party shall hereafter furnish to the other party by written notice as herein provided. A copy of the notice or designation shall be emailed to the receiving party's authorized representative contemporaneously with the mailing of the notice or designation.
21. **Client's Responsibilities:** The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.
22. **Payment:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt.

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for

any costs or damages as a result of such suspension caused by any breach of the Agreement by the Client.

23. **Nondiscrimination:** Pursuant to the Indiana Civil Rights Law, specifically including Ind. Code 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Engineer covenants that it will not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Engineer certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.
24. **Maintaining a Drug-Free Workplace:** The Engineer hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Engineer will give written notice to the Client within ten (10) days after receiving actual notice that an employee of the Engineer in Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of payments under this Agreement, termination of this Agreement and/or debarment of contracting opportunities with the Client for up to three (3) years.
25. **Non-Collusion and Acceptance:** The undersigned attests, subject to the penalties for perjury, that he/she is the representative, agent, member or officer of the Engineer who is properly authorized to make this affirmation on behalf of the Engineer, that he/she has not, nor has any other member, employee, representative, agent or officer of the Engineer, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she or any of them, have not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Contract.
26. **E-Verify Affidavit:** As required by Ind.Code 22-5-1.7-11, the Engineer is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The undersigned attests, subject to the penalties for perjury, that he/she is the representative, agent, member or officer of the Engineer who is properly authorized to make this affirmation on behalf of the Engineer, and that the Engineer does not knowingly employ an unauthorized alien. The undersigned further affirms that the Engineer will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.
27. **Authority to Bind Engineer:** The signatory for the Engineer represents that he/she has been duly authorized to execute this Agreement on behalf of the Engineer and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the Engineer when his/her signature is affixed, and accepted by the Client.

February 23, 2010-INDIANA
Modified for Monroe County, April 30, 2021



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 Zoning Ordinance is amended to rezone a portion of a 17.29 +/- acre parcel in Section 11 of Clear Creek Township at 7955 S Fairfax RD, parcel #: #53-11-11-300-014.000-006, from Agricultural Rural Reserve (AG/RR) to Limited Business (LB) zoning district.

The petitioner will provide the exact legal description for the portion requested to be rezoned by July 26, 2023. The petitioner's representative has provide a proposed written commitment for consideration

This petition will reach 90 days from Plan Commission vote on August 14, 2023.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:

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

TO: THE COMMISSIONERS OF MONROE COUNTY, INDIANA

CERTIFICATION

I, Tammy Behrman, hereby certify that during its meeting on May 16th, 2023 the Monroe County Plan Commission considered Petition No. REZ-22-8 for a Zoning Map Amendment (Ordinance No. 2023-20) to the Monroe County Zoning Ordinance and made a negative recommendation to approve thereon, based on the findings, conditions, and Highway Department reports, with a vote of 5-2.

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


Tammy Behrman
Acting Director

5/22/2023
Date

PLANNER	Anne Crecelius
CASE NUMBER	REZ-22-8
PETITIONER	Starts Living Trust c/o Lorraine Fowler
ADDRESS	7955 S Fairfax RD, parcel #53-11-11-300-014.000-006
REQUEST	Rezone Request from AG/RR to LB Waiver of Final Hearing Requested
ACRES	17.29 +/- acres
ZONE	AG/RR, ECO1/2/3
TOWNSHIP	Clear Creek Township
SECTION	11
PLATS	Unplatted
COMP PLAN DESIGNATION	Rural Residential

EXHIBITS

1. Petitioner Letter
2. "AG/RR" Permitted and Conditional Use List
3. "Limited Business" Permitted and Conditional Use List
4. Chapter 804 Design Standards Comparison
5. Dave Utley Letter to Plan Commission

RECOMMENDATION

Staff recommends **denying** the rezone request from Agricultural Rural Reserve (AG/RR) to Limited Business (LB) based on the findings of fact, subject to the Monroe County Highway and Drainage engineer reports.

Plan Review Committee – October 13, 2022

Plan Review Committee forwarded a negative recommendation by a vote of 5-0.

Plan Commission Regular Meeting – November 17, 2022 (Preliminary Hearing)

Discussion regarding increased traffic. Motion failed, petition returns for final hearing.

Plan Commission Regular Meeting – May 16, 2023 (Final Hearing)

Plan Commission forward a negative recommendation by a vote of 5-2.

SUMMARY

The petition site is one parcel totaling 17.29 +/- acres located in Clear Creek Township. The petitioner is proposing to amend the Zoning Map from Agricultural Rural Reserve (AG/RR) and Environmental Constraint Overlay Area 1, 2, and 3 (ECO1/2/3) to Limited Business (LB) and ECO1/2/3.

The petition site contains a residential accessory structure – a log cabin style residence was on the property but has been demolished. The property is currently for sale and advertised by the petitioner who is a real estate agent and related to the property owner. The petitioner has stated the desire to rezone the property to commercial is to increase the sale value. If the request is approved by the County Commissioners the petitioner intends to sell the petition site for a commercial use. If the rezone request is denied the zoning will remain AG/RR, a zoning district where primarily agricultural and residential uses are permitted. The Zoning Map amendment would be from AG/RR to LB. Listed below are the definitions of these zones per Chapter 802.

Agriculture/Rural Reserve (AG/RR) District. The character of the Agriculture/Rural Reserve (AG/RR) District is defined as that which is primarily intended for agriculture uses including, but not limited to, row crop or livestock production, forages, pasture, forestry, single family residential uses associated with

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

Limited Business (LB) District. The character of the Limited Business (LB) District is defined as that which is primarily intended to meet the essential business needs and convenience of neighboring residents. Limited business uses should be placed into cohesive groupings rather than on individual properties along the highways and access control should be emphasized. Its purposes are: to encourage the development of groups of nonresidential uses that share common highway access and/or provide interior cross-access in order to allow traffic from one business to have access to another without having to enter the highway traffic; to discourage single family residential uses; to protect environmentally sensitive areas, such as floodplain, karst, and steep slopes; and to maintain the character of the surrounding neighborhood. Therefore, the number of uses permitted in the LB District is limited. Some uses are conditionally permitted. The conditions placed on these uses are to insure their compatibility with the adjacent residential uses.

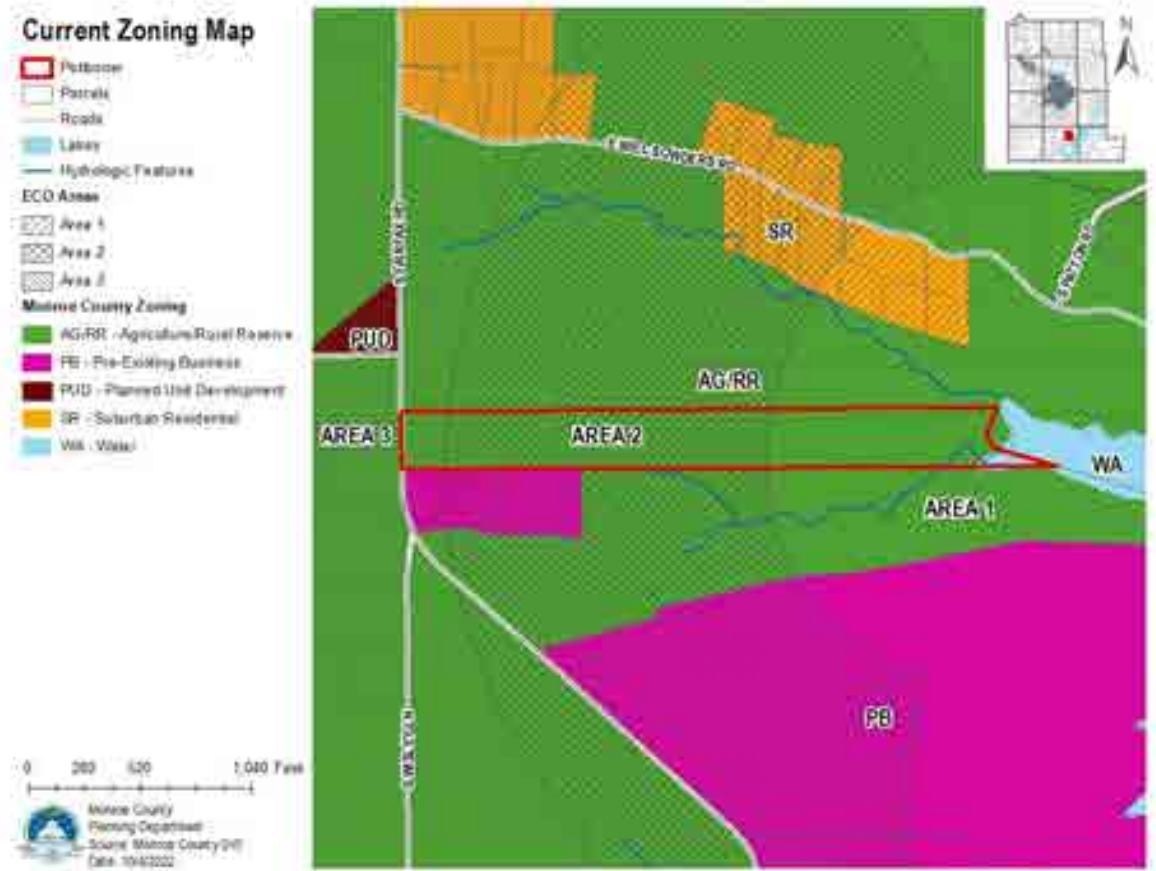
LOCATION MAP

The petition site is one lot of record, parcel number 53-11-11-300-014.000-006. The site is located at 7955 S Fairfax RD in Section 11 of Clear Creek Township.



ZONING

The zoning for the petition site is Agricultural Rural Reserve (AG/RR) and Environmental Constraint Overlay Area 1, 2, and 3 (ECO1/2/3). Adjacent zoning is Agricultural Rural Reserve. The petition site is a currently developed with a Single Family Residence.



SITE CONDITIONS & INFRASTRUCTURE

The site has frontage along S Fairfax Road, a Major Collector per the 2016 Thoroughfare Plan. The site located within the Lake Monroe Watershed and is zoned with the Environmental Constraints Overlay Area 1, 2, and 3. The petition site is currently developed with a SFR and does contain slopes that exceed 15%. There are no known karst features. The property is somewhat narrow at 270' approximately in width. A driveway permit was applied for at the request of the Highway Dept. Project Manager, Ben Ayers. The existing driveway entrance was denied for site distance issues. The petitioner intends to re-apply with a re-located entrance.

Site Conditions Map

Major Collector (70')
 Wetland
 10-Foot Contours

Percent Slopes

0 - 12%
 13 - 15%
 16 - 18%
 19 - 21%
 22 - 24%
 > 25%

Local Roads (50')
 Hydrologic Features

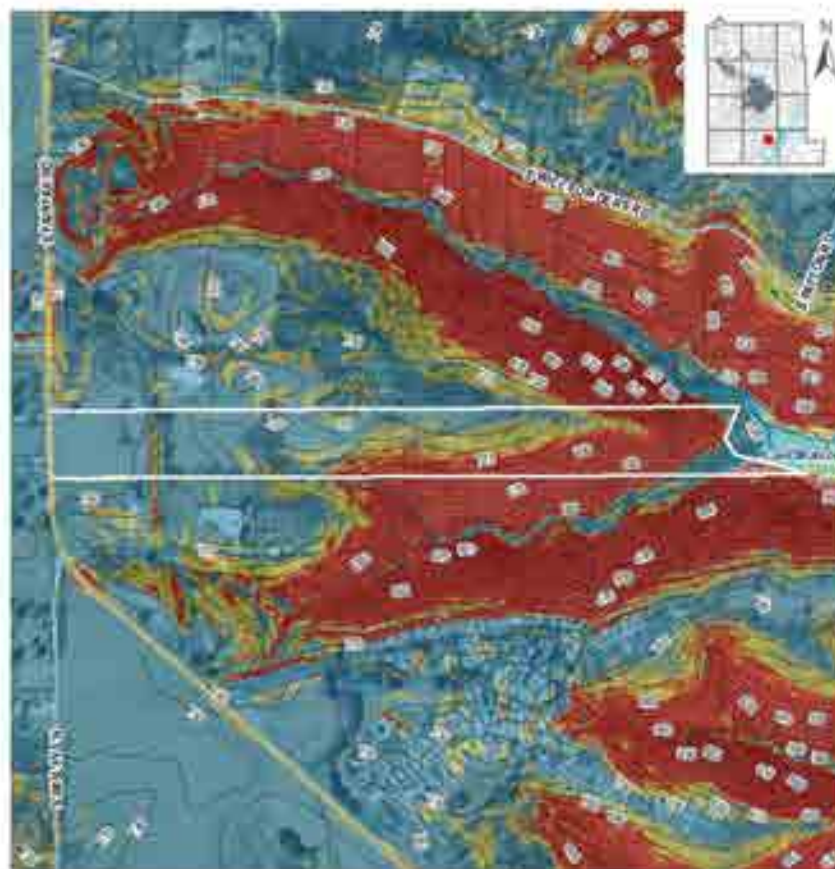
DNR Best Available Data

FLO_ZONE, ZONE_SURTY

A
 Lakes
 Parcels

0 150 300 600 Feet

Monroe County
 Planning Department
 Source: Monroe County DNR
 Date: 10/4/2022



SITE PICTURES



Photo 1. Pictometry photo looking east.



Photo 2. Pictometry photo looking north.



Photo 3. At the entrance of the property looking east.



Photo 3: Looking north.

population character of the Farm and Forest category is no longer applicable. Generally, these areas are characterized by active or potential mineral extraction operations nearby, steep slopes, and the remaining forest and/or agricultural land where roadways and other public services are minimal or not available.

The Rural Residential use category includes all property in Monroe County that is not within the Farm and Forest Residential area, Bloomington Urbanizing Area or a Designated Community, or an incorporated town or city. Approximately 52,000 acres of rural property in Indian Creek, Clear Creek, Van Buren, Bloomington, Richland, Bean Blossom, Washington, and Benton Townships are designated Rural Residential. Most often this category adjoins or is very close to the Farm and Forest Residential areas. Current Rural Residential densities are usually greater than 64 homes per section and some portions of the Rural Residential area have already been subdivided or developed at urban densities.

To maintain Rural Residential property use opportunities, an average residential density per survey section shall be established by ordinance. This average density shall preserve the rural lifestyle opportunity of this area and help protect nearby Vulnerable Lands. Where appropriate infrastructure is available, home clustering with open space dedications may be an option in this residential category. Open space can serve a variety of uses including recreational opportunities for local residents, limited accessory agricultural uses, or buffering of an adjoining use. Contiguous Resilient Land shall be available for each dwelling adequate to support either two independent conventional septic fields or one replaceable mound system. Sufficient space for buildings traditionally associated for this type of use must also be provided. In addition, public roadways shall not experience less than the Monroe County Level of Service standard existing at the time this Plan is adopted. New subdivision road traffic lanes that access County roadways shall not exceed the capacity of traffic lanes for adjoining public roadways. State highways, major collectors, or arterial roads are exempt from this requirement.

FINDINGS OF FACT - REZONE

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

(A) The Comprehensive Plan;

Findings:

- The Comprehensive Plan designates the petition site as Rural Residential;
- “includes rural property, environmentally sensitive areas,”;
- The intention of the petitioner if the rezone is approved is to allow for a commercial use, specifically for commercial “boat storage”;

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

Findings:

- See Findings under Section A;
- The rezone request is to change 17 +/- acres from AG/RR & ECO1/2/3 to Limited Business (LB) and ECO1/2/3;
- The current use of the petition parcel is a residential and is largely undeveloped – it has one residential accessory structure on-site;
- Adjacent uses are residential or commercial and adjacent zoning is AG/RR and PB;

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

Findings:

- See Findings under Section A and Section B;
- The site contains some buildable area (slopes 15% and under) and some steep slopes that drains into Monroe Reservoir;
- The site is located within all the Areas (1, 2, and 3) of the Environmental Constraints Overlay zoning districts;
- The area that borders the lake is considered FEMA Floodplain;
- There are no known karst features;

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

Findings:

- Property value tends to be subjective;
- The effect of the approval of the rezone on property values is difficult to determine;
- The petitioner states that their intent to rezone is to increase the sale value of the property;

(E) Responsible development and growth.

Findings:

- See Findings under Section A, Section B, and Section C;
- Access is off of S Fairfax Road;
- According to the Monroe County Thoroughfare Plan, S Fairfax Rd is classified as a Major Collector road;

EXHIBIT 1: Petitioner Letter

From: [Lorraine Fowler](#)
To: [Drew Myers](#)
Cc: [gmyers@taskar.com](#); [Greg Starts](#)
Subject: Rezone Application
Date: Wednesday, September 7, 2022 8:51:24 AM
Attachments: [image001.png](#)
[image002.png](#)
Importance: High

Dear Monroe County Planning Commission,

Hello, my name is Lorraine Fowler, I'm writing on behalf of the property located at 7955 South Fairfax Road, Bloomington, Indiana 47401. I'm the realtor and daughter of the deceased owners of this property, my parents, Arthur and Mary Starts. My eldest brother, Greg Starts, is the Trustee of this property that's held in the Starts Trust. He is attached to this email and has given his consent in my request for a rezoning of this parcel. I currently have three buyers interested in this track of land. All three buyers are interested in purchasing this property for boat storage. So in light of this interest and apparent highest and best use of this property, I'm respectfully submitting a rezone for your consideration.

Best regards,
Lorraine



Lorraine Fowler

Broker Associate/REALTOR®

RE/MAX Acclaimed Properties

3695 S. Sare Road

Bloomington, IN 47401

Cell: (812) 320-5553

EXHIBIT 2: “AG/RR” Permitted and Conditional Use List

Agricultural Uses	(i)	AG	(C)
Accessory Use		P	53
Accessory Structures for Ag. Use	L	P	
Agriculture	H	P	53
Ag. Event Center, Small	H	C	
Ag. Event Center, Medium	H	C	
Ag. Event Center, High	H	C	
Ag.-Related Industry	H	P	53
Ag. Uses-Land Animal	H	P	22; 53
Ag. Uses-Non Animal	H	P	22; 53
Agritourism / Agritainment	H	P	53
Aquaculture	M	P	22; 53
Christmas Tree Farm	H	P	53
Comm. facilities for the sale, repair, and service of Ag. equip., vehicles, feed, or suppl.	H	C	53
Comm. Non-Farm Animals	M	P	53
Confined Feeding Operations	H	C	24;44
Equestrian Center	H	C	53
Equine Services	L	P	
Feed Lot	H	P	24
Feed Mill	L	P	6;25
Historic Adaptive Reuse		P	15; 44
Horse Farm	L	P	53
Nursery/greenhouse	H	P	53
Orchard	H	P	53
Pick-your-own operation	H	P	53
Roadside farm stand, Permanent	M	P	52
Roadside farm stand, Temporary	L	P	51
Stockyard	H	P	24
Winery	H	P	53

Residential Uses	(i)	AG	(C)
Accessory Apartments	L	P	26
Accessory Dwelling Units	L	P	53; 55
Accessory Livestock	L	P	43
Accessory Use		P	5
Guest House	L	P	
Historic Adaptive Reuse		P	15; 44
Home Based Business	L	P	16
Home Occupation	L	P	16
Residential Storage Structure	L	P	15
Single Family Dwelling	n/a	P	1
Temporary Dwelling	L	P	3; 53
Two Family Dwelling	n/a	P	2
Public & Semipublic	(i)	AG	(C)
Accessory Use		P	13
Cemetery	H	P	
Governmental Facility	H	P	7;40
Historic Adaptive Reuse		P	15; 44
Religious Facilities	H	P	22
Remote Garbage/Rubbish Removal	H	C	34
Solar Farm	L	C	
Telephone and Telegraph Services	L	P	32
Utility Service Facility	M	P	31
Wastewater Treatment Facility	H	C	15
Water Treatment Facility	H	C	
Wired Communication Services	M	P	32

Business & Personal Services	(i)	AG	(C)
Accessory Use		P	13
Artisan Crafts	M	C	15, 22, 44
Bed and Breakfast	L	P	8
Composting Operation	H	P	31; 53
Greenfill	M	P	7;15;22;47
Historic Adaptive Reuse		P	15; 44
Kennel, comm. animal breeding ops.	H	C	10;15; 53
Real Estate Sales office Or Model	L	P	9
Taxidermist	L	P	6
Temporary Seasonal Activity	M	P	46; 54
Tourist Home or Cabin	L	P	48
Veterinary Service (Indoor)	H	C	15
Veterinary Service (Outdoor)	M	C	10; 15
Retail & Wholesale Trade	(i)	AG	(C)
Accessory Use		P	13
Agricultural Sale Barn	H	P	35
Fruit Market	L	P	
Garden Center	H	C	53
Historic Adaptive Reuse		P	15; 44
Automotive & Transportation	(i)	AG	(C)
Automobile Repair Services, Minor	H	C	50; 53
Historic Adaptive Reuse		P	15; 44
Amusement and Recreational	(i)	AG	(C)
Accessory Use		P	13
Camping Facility	H	P	27; 53
Historic Adaptive Reuse		P	15; 44
Park and Recreational Services	H	C	14;20
Private Recreational Facility	H	C	20

Recreational Vehicle (RV) Park	H	C	53
Manufacturing, Mining	(i)	AG	(C)
Accessory Use		P	13
General Contractor	M	C	15
Historic Adaptive Reuse		P	15; 44
Sawmill	H	C	15;22
Wood Products	M	C	7;15

**EXHIBIT 3: “Limited Business” Permitted
and Conditional Use List**

Agricultural Uses	(i)	LB	(C)
Historic Adaptive Reuse		P	15; 44
Residential Uses	(i)	LB	(C)
Boarding House	L	P	
Historic Adaptive Reuse		P	15; 44
Public & Semipublic	(i)	LB	(C)
Accessory Use		P	13
Community Center	L	P	28
Daycare Facility	M	P	22;30;42
Governmental Facility	H	P	7;40
Group Home Class I	L	P	
Group Home Class II	L	P	
Historic Adaptive Reuse		P	15; 44
Medical Clinic	L	P	
Religious Facilities	H	P	22
Remote Garbage/Rubbish Removal	H	C	34
Retirement Center	L	P	
Telephone and Telegraph Services	L	P	32
Utility Service Facility	M	P	31
Water Treatment Facility	H	P	
Business & Personal Services	(i)	LB	(C)
Accessory Use		P	13
Appliance Repair	L	P	6
Barber Service	L	P	
Beauty Service	L	P	
Bed and Breakfast	L	P	8
Boat Storage	M	P	41
Caterer	L	P	
Coin Operated Cleaning/Laundry	L	P	
Convenience Storage	M	P	4;6;21
Copy Service	L	P	

Dry Cleaning and Laundry Pickup	L	P	
Electrical Repair	L	P	6
Employment Agency	M	P	
Equipment Rental	M	P	7;21
Estate Services	L	P	
Financial Service	M	P	
Historic Adaptive Reuse		P	15; 44
Insurance Agency	L	P	
Interior Decorating	L	P	
Legal Service	L	P	
Locksmith	L	P	
Massage Studio	M	P	
Office	L	P	
Parking Facility	H	P	31
Photographic Services	L	P	
Real Estate Agency	L	P	
Real Estate Sales office Or Model	L	P	9
Shoe Repair	L	P	
Small Engine and Motor Repair	L	P	6;21
Tailoring	L	P	
Temporary Seasonal Activity	M	P	46; 54
Travel Agency	L	P	
Veterinary Service (Indoor)	H	P	15
Retail & Wholesale Trade	(i)	LB	(C)
Accessory Use		P	13
Apparel Shop	L	P	
Bakery (Retail)	L	P	
Bookstore	L	P	
Camera and Photographic Supply	L	P	
Confectionery	L	P	
Convenience Store	H	P	
Drugstore	M	P	
Florist (Retail)	L	P	
Fruit Market	L	P	
Gift Shop	L	P	

Gunshop	M	CU	
Handicrafts	L	P	
Hardware	M	P	6
Historic Adaptive Reuse		P	15; 44
Liquor Store	M	P	
Meat Market	L	P	
Restaurant	M	P	
Sporting Goods	L	P	
Automotive & Transportation	(i)	LB	(C)
Accessory Use		P	13
Historic Adaptive Reuse		P	15; 44
Amusement and Recreational	(i)	LB	(C)
Accessory Use		P	13
Historic Adaptive Reuse		P	15; 44
Park and Recreational Services	H	P	14;20
Manufacturing, Mining	(i)	LB	(C)
Accessory Use		P	13
Construction Trailer	L	P	17
Historic Adaptive Reuse		P	15; 44
Adult Oriented Business	(i)	LB	(C)
Adult Oriented Businesses	L/M	P	49

EXHIBIT 4: Chapter 804 Design Standards Comparison

Requirement	AG	FR	CR	ER	SR	LR	MR	HR	UR	LB	GB	PB	LI	HI	IP	ME	REC
Gross Density	0.40 (J)	0.20	0.40	1.00	1.00	2.00	4.00	7.30	7.30	—	—	—	—	—	—	—	—
Minimum Lot Area (acres)	2.5 (J)	5.0 (J)	2.5 (E)(J)	1.0	1.0 (F)	0.34	0.2	0.14	0.14	—	—	—	—	—	—	—	—
Minimum Lot Width at Building Line	200	200	200	100	50	75	50	50	50	50	50	50	50	100	100	200	200
Minimum Required Setbacks (feet)																	
Yard Fronting on any Street																	
Local	25 (H)	25 (H)	25 (H)	25	25	25	25	25	25	25	25	25	35	35	35	25	25
Minor Collector	35 (H)	35 (H)	35 (H)	35	35	35	35	35	35	35	35	35	35	35	35	35	35
Major Collector	35 (H)	35 (H)	35 (H)	35	35	35	35	35	35	35	35	35	35	35	35	35	35
Minor Arterial	50 (H)	50 (H)	50 (H)	50	50	50	50	50	50	50	50	50	50	50	50	50	50
Principal Arterial	60 (H)	60 (H)	60 (H)	50	50	50	50	50	50	50	50	50	50	50	50	50	50
Side Yards	50 (A)	50 (A)	15	15	5	10	5 (K)	5 (K)	10 (K)	5	5	5	3	3	3	50	50
Rear Yard	50 (B)	50 (B)	35	35	10	25	10	10	10	0	0	0	10 (D)	10 (D)	10 (D)	50	50
Maximum Lot Coverage (AG/RR, CR, FR-Sq. Ft.) Minimum Open Space Area (All Other Zones - percent)	15,000 Square Feet (G)	15,000 Square Feet (G)	15,000 Square Feet (G)	40	40	40	40	40	40	15	20	15	20	20	20	—	20
Maximum Height (feet)	60 Principal Use Structures 30 Accessory Use Structures	40 Principal Use Structures 30 Accessory Use Structures	40 Principal Use Structures 30 Accessory Use Structures	35	35	35	35	35	45	35	45	35	50	60	35	—	45
Maximum Floor Area Ratio	—	—	—	—	—	—	—	—	—	0.25	0.30	0.25	0.4	0.4	0.4	—	0.30

EXHIBIT 5: Dave Utley Letter to Plan Commission



1400 E Monroe Dam Road
Bloomington, IN 47401
www.thedamboathouse.com

Re: Starts Rezone Information

My name is Dave Utley. I own the Dam Boathouse on Monroe Dam Rd. I have 20+ years in the boating business on Lake Monroe. I have an approved offer on this property that is contingent on its rezoning to LB for boat storage.

I've been looking for land to build storage facilities for several years now. The popularity of luxury pontoons and wake boats has created a need for updated storage facilities. For the last several years I've turned away many potential storage customers that are looking for enclosed buildings with concrete floors, convenient access and appropriate security. The enclosed storage facilities in the area consist of Fairfax Marine (now Lake Monroe Boat and RV Storage) and the Fourwinds have been full in the winter for the last 3-4 years.

I'd also like to add my thoughts on the traffic concerns. These boats are coming to our lake whether this storage facility is here or not. With this facility, they would only have to haul their boat the last two miles of their trip.

I believe that a well-designed site would allow me to serve the needs of my customers and be a good neighbor.

Thank You,

Dave Utley
The Dam Boathouse
Phone : (812) 837-6566
Mobile: (812) 360-2129
Email : dave@thedamboathouse.com
1400 E Monroe Dam Road
Bloomington, IN 47401
-Helping you Love Lake Life since 2005

ORDINANCE NO. 2023-20

Starts 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 a 17.29 +/- acre parcel in Section 11 of Clear Creek Township at 7955 S Fairfax RD, parcel #: #53-11-11-300-014.000-006, from Agricultural Rural Reserve (AG/RR) to Limited Business (LB) zoning district.

SECTION II.

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

Passed and adopted by the Board of Commissioners of Monroe County, Indiana, this 26th day of July, 2023.

BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA

"Yes" Votes

"No" Votes

Penny Githens, President

Penny Githens, President

Julie Thomas, Vice President

Julie Thomas, Vice President

Lee Jones, Commissioner

Lee Jones, Commissioner

Attest:
Catherine Smith, Monroe County Auditor

COMMITMENT CONCERNING THE USE AND DEVELOPMENT OF REAL ESTATE

Gregory A. Starts, Brent E. Starts, Gregory A. Starts as Trustee of the Stephen G. Starts Special Needs Trust and Lorraine M. Fowler (collectively “Owner”) make the following commitment to the Monroe County Board of Commissioners (the “Commissioners”) regarding the use and development of the following described real estate in Monroe County, Indiana:

Section 1: Real Estate.

Exhibit “A” attached.

Section 2: Deed Reference: Instrument No 2022017797, recorded 12/22/2022, in the Office of the Recorder of Monroe County, Indiana.

Section 3: Statement of Commitment.

1. On rezoning to limited business, the above-described real estate is zoned for use in accordance with the table of uses, Table 2-1, Monroe County Zoning Ordinance. Notwithstanding all uses identified as permitted or conditional uses in accordance with Table 2-1 and applicable to the LB zone, use of the above-described real estate shall be restricted to Boat Storage. The Boat Storage use shall comply with condition 41:
 - A. The required building setback shall be applied to all boats stored outside.
 - B. All boats stored outside of enclosed buildings shall be screened from adjoining properties by a double staggered row of evergreen trees, installed in conformance with Chapter 830, or a six-foot-high opaque fence or wall.

- C. Boat repair services and accompanying sales of repaired merchandise is allowed only as an accessory use.
 - D. Compliance with all applicable local, state and federal regulations for the disposal of hazardous materials.
2. The existing permitted driveway on the property shall be closed and a commercial driveway permit obtained in accordance with the rules and requirements of the Monroe County Highway Department.
 3. Karst features on the lot will be located, marked and conservation easements or other protective measures installed in accordance with Monroe County Zoning Ordinance.
 4. The zoning Petition pertains to only a part of the legal lot of record. The record lot will be subdivided in accordance with the rules and conditions of the Monroe County Subdivision Control Ordinance creating two lots, one lot which will match the description of the Amended Zoning Petitioner and the remainder of the lot shall be a separate parcel retaining the current zoning AG/RR. The subdivision of the record lot shall create the standalone legal lot consistent with the described parcel and the Amended Zoning Petition.
 5. All exterior lighting shall be shielded and compliant with dark skies policies.

Section 4: Binding Effect.

1. This commitment is a condition of approval of the Petition for Rezoning:

REZ-23-22-8 (amended); Ordinance No. 2023-20

2. This commitment is binding on the Owner of the above-described Real Estate, subsequent owners and each person acquiring an interest in the above-described Real Estate.
3. This commitment may be modified or terminated only by approval of the Monroe County Board of Commissioners. Owner may petition for a two-lot subdivision for the purpose of creating a lot for the development of a single-family residence. Residential use is not permitted in the LB zone. Development of a single-family residence would be subject to first obtaining rezoning of the newly created lot to AG/RR or other appropriate zone.

Section 5: Effective Date. The commitment contained herein shall be effective upon adoption of Ordinance 2023-20.

Section 6: Recording. Owners shall record this Commitment and upon failure to do so the Director of the Monroe County Planning Department is authorized to record this Commitment in the Office of the Recorder of Monroe County, Indiana at the expense of Owner. A copy of the recorded Commitment bearing the recording stamp of the Recorder of Monroe County, Indiana shall be submitted to the Monroe County Planning Department within thirty (30) days of approval of the rezoning.

Section 7: Enforcement. This Commitment may be enforced by the Monroe County Board of Zoning Appeals or Monroe County Plan Commission as defined by the Monroe County Zoning Ordinance.

IN WITNESS WHEREOF, Gregory A. Starts, Brent E. Starts, Gregory A. Starts as Trustee of the Stephen G. Starts Special Needs Trust and Lorraine M. Fowler have caused this Commitment to be executed as of the __ day of _____, 2023.

Gregory A. Starts

Brent E. Starts

Lorraine M. Fowler

Stephen G. Starts Special Needs Trust

By: _____
Gregory A. Starts, Trustee

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said county and state, this _____ day of _____, 2023, at which time Gregory A. Starts personally appeared and acknowledged the execution of the above and foregoing Commitment Concerning the Use and Development of Real Estate to be a voluntary act and deed.

My Commission Expires: _____

Notary Public

(Name Printed)
A resident of _____ County, Indiana
Commission No. _____

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said county and state, this ____ day of _____, 2023, at which time Brent E. Starts personally appeared and acknowledged the execution of the above and foregoing Commitment Concerning the Use and Development of Real Estate to be a voluntary act and deed.

My Commission Expires: _____

Notary Public

(Name Printed)

A resident of _____ County, Indiana

Commission No. _____

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said county and state, this ____ day of _____, 2023, at which time Gregory A. Starts as Trustee of the Stephen G. Starts Special Needs Trust personally appeared and acknowledged the execution of the above and foregoing Commitment Concerning the Use and Development of Real Estate to be a voluntary act and deed.

My Commission Expires: _____

Notary Public

(Name Printed)

A resident of _____ County, Indiana

Commission No. _____

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said county and state, this _____ day of _____, 2023, at which time Lorraine M. Fowler, personally appeared and acknowledged the execution of the above and foregoing Commitment Concerning the Use and Development of Real Estate to be a voluntary act and deed.

My Commission Expires: _____

Notary Public

(Name Printed)

A resident of _____ County, Indiana

Commission No. _____

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Michael L. Carmin

This Instrument Prepared By
Michael L. Carmin, Attorney at Law
CARMINPARKER, PC
116 W.6th St., Suite 200, P.O. Box 2639
Bloomington, Indiana 47404
812-332-6556, Ext. 1

443860 / 22993-1



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

Fieldstone (Wiley Farm) Planned Unit Outline Plan Amendment 4 to Parcels F, G, & I. One (1) 30.23+/- acre parcel in Section 2 of Van Buren Township at Parcel Number#: 53-09-02-300-081.000-015.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:

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

TO: THE COMMISSIONERS OF MONROE COUNTY, INDIANA

CERTIFICATION

I, Tammy Behrman, hereby certify that during its meeting on May 16th, 2023 the Monroe County Plan Commission considered Petition No. PUO-22-2 for a Planned Unit Outline Plan Amendment (Ordinance No. 2023-21) to the Monroe County Zoning Ordinance and made a **positive recommendation to approve the reconfiguration of the proposed road and the removal of part of the bufferyard open space of the Fieldstone (Wiley Farm) PUD**, based on the findings, conditions, and Highway Department reports, with a vote of 6-1 including the following conditions:

1. Petitioner to propose an alternative connection to Bedrock Road that better avoids the Sinkhole Conservancy Areas
2. Petitioner to revise the proposed impervious cover percentage to discount the road for the residential areas
3. Subject to Drainage Board comments and compliance with the Stormwater Drainage Ordinance
4. Petitioner to propose language regarding the timing and extent of the road network buildout in coordination with the timing of the proposed future residential development.
5. Petitioner to amend the roadway design to require cul-de-sacs instead of stubs at the end of streets.

In addition, during the meeting on May 16th, 2023 the Monroe County Plan Commission considered Petition No. PUO-22-2 for amendment (Ordinance No. 2023-21) to the Monroe County Zoning Ordinance and made **no recommendation to amend the housing densities of Tracts F, G, and I of the Fieldstone (Wiley Farm) PUD**, based on the findings, conditions, and Highway Department reports, with a vote of 6-1 and made **no recommendation to add the Convenience Storage as a permitted use to 3.34 acres of Tract F of the Fieldstone (Wiley Farm) PUD**, based on the findings, conditions, and Highway Department reports, with a vote of 6-1.

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



Tammy Behrman
Assistant Planning Director

5/26/2023
Date

MONROE COUNTY PLAN COMMISSION**May 16, 2023**

CASE NUMBER	PUO-22-2
PLANNER	Daniel Brown
PETITIONER	Bynum Fanyo & Assoc.
OWNER	Authentic Homes Inc.
REQUEST	Planned Unit Outline Plan Amendment 1 to Wiley Farm at Fieldstone Waiver of Final Hearing Requested
ADDRESS	S Kirby RD, Parcel #: 53-09-02-300-081.000-015
ACRES	30.23 +/-
ZONE	PUD - Fieldstone
TOWNSHIP	Van Buren
SECTION	2
PLATS	Platted
COMP PLAN DESIGNATION	MCUA Suburban Residential

EXHIBITS

1. Petitioner Outline Plan Statement
2. Capacity Letters
3. Site Plan (Conceptual) – updated February 16, 2023
4. HOA Meeting Synopsis for January 18, 2023
5. HOA Meeting Synopsis for May 3, 2023
6. Original Fieldstone Wiley Farm PUD Ordinance
7. Karst Report

RECOMMENDATION

Staff recommends both a “Positive” and “Negative” recommendation to the County Commissioners subject to the Highway Engineer and MS4 Coordinator’s reports –

- Staff recommends forwarding a “positive recommendation” to the Plan Commission for the new road configuration and removing part of the bufferyard open space based on the petition’s compatibility with the Monroe County Comprehensive Plan with the following conditions:
 1. Petitioner to propose an alternative connection to Bedrock that better avoids the Sinkhole Conservancy Areas
 2. Petitioner to revise the proposed impervious cover percentage to discount the road for the residential areas
 3. Subject to Drainage Board comments
 4. Petitioner to propose language regarding the timing and extent of the road network buildout in coordination with the timing of the proposed future residential development.
 5. Petitioner to amend the roadway design to require cul-de-sacs instead of stubs at the end of streets.
- Staff recommends forwarding a “positive recommendation” for changing the housing densities for Tract F, G, & I with the following conditions:
 1. Petitioner to designate common areas for all drainage easements when property is subdivided.
 2. Petitioner to propose the following minimum design standards for each area:
 - a. Minimum lot width
 - b. Minimum buildable area
 3. Petitioner to designate conservation easements around the sinkholes and non-buildable area to preserve wooded areas.

- Staff recommends forwarding a “negative recommendation” for adding 1 use (‘Convenience Storage’) to Tract F to the Plan Commission based on the petition’s incompatibility with the Monroe County Comprehensive Plan.

Should the Plan Commission wish to forward a positive recommendation for changing one use of Tract F from high-density residential to convenience storage, staff suggests the following conditions:

1. Subject to Drainage Board comments and compliance with the Stormwater Drainage Ordinance

DRAINAGE BOARD REVIEW – APRIL 5, 2023

The Drainage Board reviewed the petition at the April 5, 2023 Drainage Board meeting and gave the following comments:

1. Conditions of approval:
 - a. Require release rates based on the critical release rates in accordance with Ch 761.
 - b. Required monitoring during construction - water level monitoring to make sure the proper release rates.
 - c. Post construction - monitoring by a 3rd party to ensure basins are functioning properly for the first year, especially after heavy rainfall.
 - d. Preliminary and Final drainage plan to be reviewed and approved by the Drainage Board
2. Recommendation: Spillway issue to be reviewed by the Engineer. Potentially need off-site improvements for downstream improvements. If it is determined that the off-site improvements are inadequate, may be able to require fixes.
3. In the Stormwater ordinance already: Require as-builts of all detention facilities
4. If approved, the final drainage plan must be approved by the Drainage Board

PUBLIC HEARING TIMELINE

PLAN REVIEW COMMITTEE – February 9, 2023

Negative recommendation forwarded by PRC. List of questions sent to petitioner – see response below.

1. Petitioner to submit a broader site plan showing tracts F, G, and I, along with their proposed phase developments to Planning staff prior to the Plan Commission meeting. There was a question as to whether, given the karst analysis, there has been discussions about reducing the housing density in the remaining areas of this property.
 - a. RESPONSE: Added language in the updated petitioner's statement and added new site plan to Exhibit 3.
2. The PRC would like the MS4 coordinator to review the karst study and hydrology report prior to the Plan Commission meeting.
 - a. RESPONSE: No comments from the MS4 coordinator at this time.

PLAN COMMISSION Regular – March 21, 2023 (Preliminary Hearing)

Waiver of Final Hearing requested.

PLAN COMMISSION Regular – May 16, 2023 (Final Hearing)

Continued to the May meeting.

The following information finalized prior to the May 16, 2023 final hearing.

1. The allowance of the "Convenience Storage" would only be for the 3.34 ac area as shown in Exhibit 3
2. See Exhibit 5 for the uses permitted to the parcel to the west (Parcel K)
3. See Exhibit 3 & 5 for the proposed connectivity vs the existing required connectivity
4. Staff reached out to Daniel Butler to inquire about conducting a second neighborhood meeting and including Summerfield HOA. **This second meeting occurred on May 3rd, 2023. A synopsis of the meeting has been provided in Exhibit 5.**

SUMMARY

The petition site is located off S Kirby RD, in Section 02 in Van Buren Township. The site 30.23 +/- acres and is undeveloped. The petitioner is now requesting a Planned Unit Development Outline Plan Amendment to propose the following:

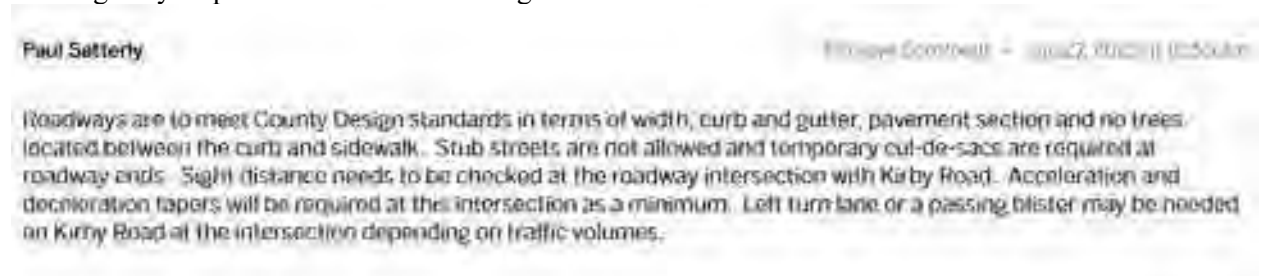
1. New Road Configuration and different triggers for completing this roadway.

2. Removal of Bufferyard/Open Space for Purposes of Rerouting Roadway
3. Propose the First Phase in Tract F that would contain 1 use of “Convenience Storage” and adjust the remaining density per unit for the remainder Area F (High Density Residential).

With the Plan Review Committee’s feedback, the petitioner further proposes to:

1. Develop only the 3.34 acre portion of Tract F for convenience storage (no residential use permitted on the 3.34 ac tract), while the remainder of the lot will remain single-family residential (see second map in Exhibit 3).
2. After further study, they also plan to give the commercial site a maximum of 65% impervious surface. Also, the remainder for single family lots of 26.22 acres would have a max. of 40% impervious surface. This would include the road network in the calculation for the 26.22 acre remainder area.
3. The petitioner would like to commit to treating the entirety of the 3.34 acre convenience storage commercial lot in a pond to meet the post-development critical watershed values. Also, the entire road network to be treated in a pond to meet the post-development critical watershed values.
4. Clarify their request to only 1 use option in the 3.34 acre property of 'convenience storage' as defined in chapter 802 of the Monroe County ordinance.

The Highway Department had the following comments to make:



Here is also a table explaining the density changes being proposed:

	CURRENTLY PERMITTED	PROPOSED
Tract F	184 units (10 units per acre)	38 units (2.06 units per acre)
Tract G	56 units (6.9 units per acre)	26 units (2.83 units per acre)
Tract I	42 units (1.99 units per acre)	10 units (0.47 units per acre)

BACKGROUND

The area is zoned Fieldstone PUD and has been developed in different phases and sections. The original Planned Unit Development seems to have been established first by the City of Bloomington in 1994 as PUD-63-94.

The property owner intends to develop Tract F of the Wiley Farms section of this PUD with an additional one (1) use: Convenience Storage.

Tract F was originally designated as High-Density Residential, and the list of approved uses for each tract in Wiley Farms can be found in Exhibit 5. The petitioner intends to establish “Convenience Storage” on 3.5 acres of this tract, as well as develop roadways that would allow for future expansion. The ordinance defines Convenience Storage as follows:

Convenience Storage. A storage service primarily for personal effects and household goods within an enclosed storage area having individual access, but excluding uses such as workshops, hobby shops, manufacturing or commercial activities, and may include an on-site apartment for a resident manager.



Above: A georeferenced image showing the layout of the use districts of Wiley Farms in reference to the petition parcel. Below: A comment from the Planning Director, Jackie N. Jelen, and the petitioner's response to said comment.



Jackie Neuter Jelen

Submitted Comment - 1/24/2025 4:04 PM (UTC-05:00)

Hi Darryl -

Based on our conversation, this is what we still need:

(b) Ownership: a statement of present and proposed ownership of all land within the project including the beneficial owners of a land trust.

-Get us confirmation from Bruce & Lana Condel that they consent to the new road changes.

(c) Development scheduling Parts 1 and 2

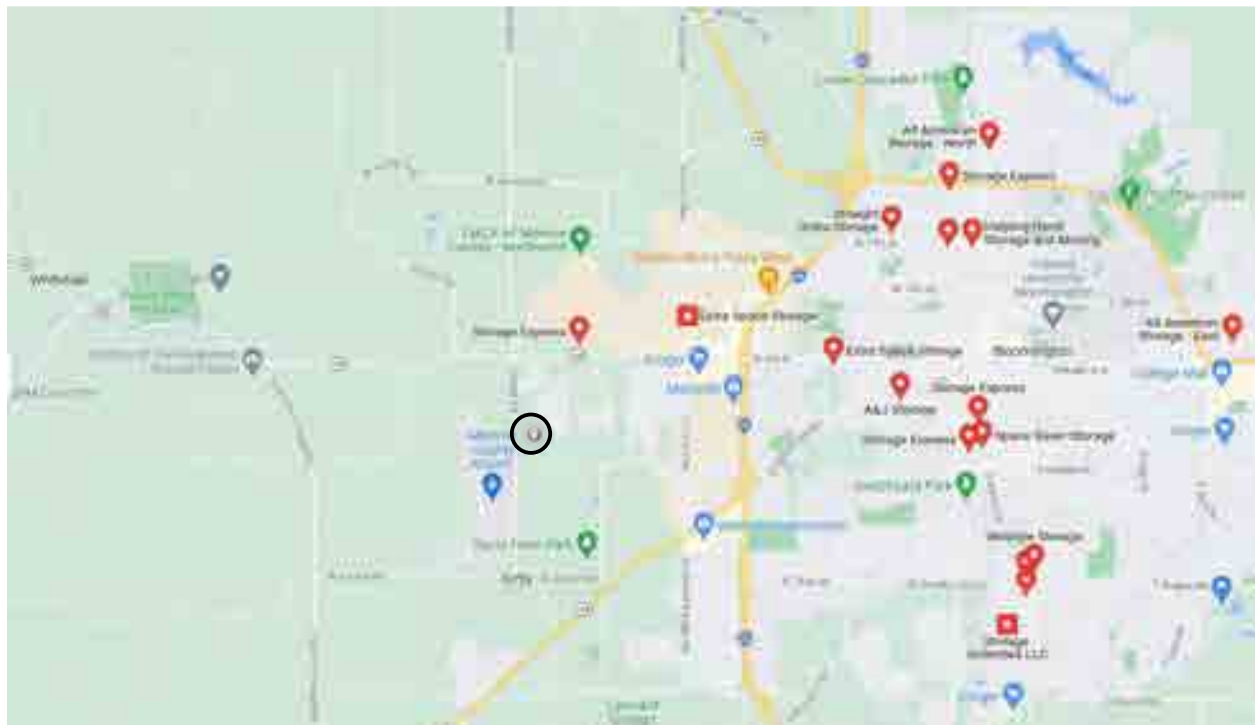
-State what the construction timeline would be (within 3 months of PUD approval)

(d) Proposed Uses: include # of units per acre for each phase and include uses for the remainder

-change the DU/acre to incorporate the change in remaining Multifamily acreage



Though staff has not received any official comments from neighbors in the surrounding area, there has been phone call where a resident has expressed adjacent concerns and an email where a resident stated that they did not believe the use of mini warehouses should belong adjacent to residential uses.



Above: An image of the storage units near the petition site. The petition site is marked by a black circle.

LOCATION MAP

The petition site is located west of the City of Bloomington, with frontage along South Kirby RD in Section 02 of Van Buren Township. The site 30.23 +/- acres and is undeveloped, Parcel #: 53-09-02-300-081.000-015.



ZONING AND ADJACENT USES

The petition site is zoned PUD and is a part of the Fieldstone PUD area. Property to the north is located within the City of Bloomington zoning jurisdiction. The rest of the adjacent property is zoned PUD, and RE2.5).

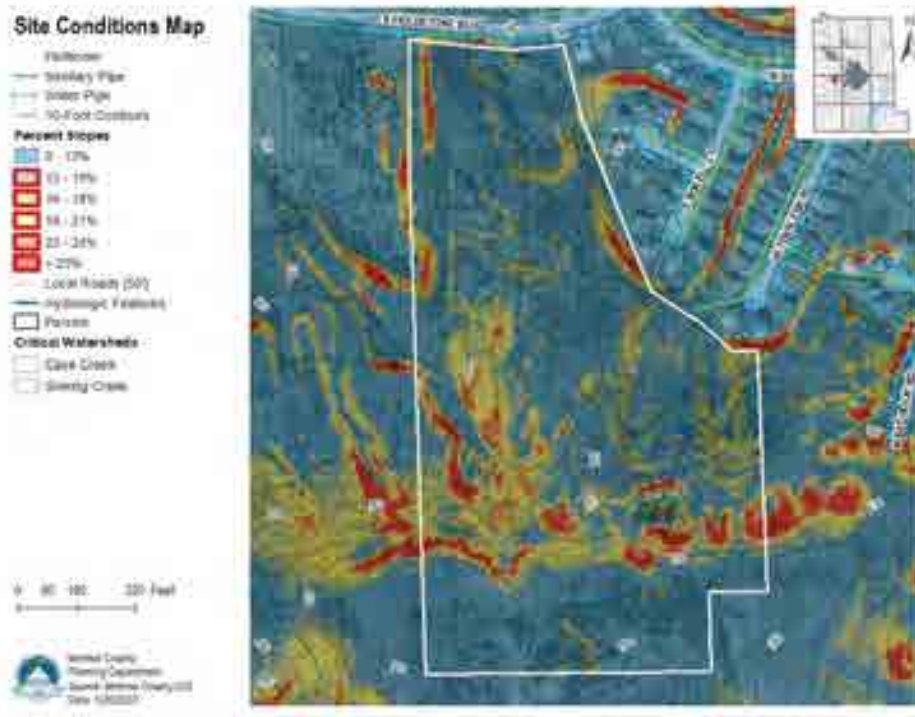


INFRASTRUCTURE

Capacity letters have been provided for this site regarding gas, electricity, and water, though staff has not received a letter saying that sewer will be extended to this property. No Right-of-Way activity permits have been submitted to the Highway Department for review at this time. A 36-page karst survey has been submitted for this project as well. This project was also discussed preliminarily during the Drainage Board meeting on February 1, 2023, where it was discussed that the drainage would need to go from the south to the north.

SITE CONDITIONS

The site utilizes CBU water and sewer is in the general vicinity. Sidewalks run along both sides of S Fieldstone BLVD where the proposed site will have access. Multiple karsts are present on the property. Drainage implications of development would be reviewed under a PUD Development Plan.



SITE PICTURES



Figure 1. Pictometry photo from April 2020, looking north.

COMPREHENSIVE PLAN DISCUSSION – PHASE I

The petition site is located in the **Suburban Residential** districts on the Monroe County Urbanizing Area Plan portion of the Monroe County Comprehensive Plan. Points that align with the proposed PUD outline plan are highlighted in green. Points that differ from the MCUA districts are highlighted in grey.

Suburban Residential includes existing low-density single-family subdivisions and isolated multi-family apartment complexes. Different housing types are typically segregated, with multiple buildings having a similar or identical appearance. This development type is not recommended for extensive application beyond existing or currently planned developments. In some locations, it may be appropriate to extend this development pattern if it is directly adjacent to existing Suburban Residential subdivisions as an appropriate way to coordinate with those neighborhoods. However, the conservation community land use category offers a more appropriate alternative to the conventional suburban subdivision that balances the desire for non-urban living while also preserving rural character. The following guidelines should be considered if new suburban-style developments are approved; they also provide considerations for potential retrofitting of public infrastructure within existing neighborhoods.

A. TRANSPORTATION

Streets: Suburban residential subdivisions are auto-oriented by design. To the extent possible, this approach to residential development should be de-emphasized within the Urbanizing Area to prevent continued expansion of isolated “leap-frog” subdivisions and sprawl development patterns that require continued reliance on the automobile. New Suburban Residential streets should be designed to encourage interconnectivity to and through the neighborhood and to surrounding subdivisions. Cul-de-sacs should be discouraged unless necessary due to topographic or environmental constraints. Streets are typically designed with curb and gutter, but may also be designed to accommodate surface runoff with open street-side swales or ditches.

Bike, Pedestrian, and Transit Modes: Sidewalks and/or shared use paths should be provided on all streets, with connections to larger pedestrian and bicycle systems. Sidewalk retrofits in existing subdivisions should be considered after thorough consultation with and support from existing residents. Given their remote location and low-density development pattern, opportunities to serve Suburban Residential neighborhoods with public transportation are limited. Expansion opportunities for Rural Transit routes should be explored, with pick-up locations considered near entries to subdivisions.

B. UTILITIES

Sewer: New development should be served by the public sewer system. Localized package systems for individual residential subdivisions should be discouraged. Retrofit and tie-ins should be encouraged for older neighborhoods on septic.

Power: Overhead utility lines should be buried within subdivisions. Where possible, existing overhead lines along arterial frontages should also be buried.

Communications: Communications needs will vary within the suburban residential developments, but upgrades to infrastructure should be a key consideration for future development sites. Creating a standard for development of communications corridors should be considered to maintain uniform and adequate communications capacity.

C. OPEN SPACE

Park Types: Many of the older suburban subdivisions in the Urbanizing Area were developed without dedicated open space. new developments, such as Stone Chase, include platted open space reserves; these generally function to preserve natural features such as streams and tree stands, or to provide space for stormwater retention ponds. However, subdivisions are not currently required to provide usable park space, with the exception of voluntary cluster subdivisions. All new residential subdivisions should be designed to include neighborhood parks and/or greenways as a community amenity.

Urban Agriculture: Private residential gardens and local community gardens should be encouraged within commonly maintained open space areas or via conversion of undeveloped lots in established neighborhoods.

D. PUBLIC REALM ENHANCEMENTS

Lighting: Lighting needs will vary by street type and width but safety, visibility and security are important. Local streets may be lighted, but lighting may not be necessary in all low-density subdivisions.

Street/Site Furnishings: Suburban residential neighborhoods typically have few street furnishings beyond street lamps.

E. DEVELOPMENT GUIDELINES

Open Space: A minimum of 5% of total site area for new developments should be set aside for publicly accessible and usable open space areas. Open spaces may be designed as formal park settings or informal, naturalized reserve areas. Natural areas should be accessible with trails or paths where appropriate. If not accessible, additional open space area should be provided. Likewise, open space areas may include stormwater management features, but should not be dominated by large retention ponds with no additional recreational space.

Parking Ratios: Parking for single-family homes is typically accommodated on individual lots. on-street parking should also be permitted.

Site Design: Reverse frontage lots should be avoided. homes should not back onto arterial or collector streets.

Building Form: Modern suburban single-family construction has trended in two directions: either overly simplified (e.g. blank, windowless side facades) or overly complex (e.g. complicated building massing and roof forms). Homes should have recognizable forms and detailing appropriate to the architectural style, with an emphasis on “four-sided architecture”. Garages doors should not dominate the front facade; ideally garages should be set back from the front facade and/or side-loaded.

Materials: High quality materials, such as brick, stone, wood, and cementitious fiber should be encouraged. Vinyl and Exterior Insulated Finishing Systems (EIFS) may be appropriate as secondary materials, particularly to maintain affordability, but special attention should be paid to material specifications and installation methods to ensure durability and aesthetic quality.

Private Signs: Subdivision entry signs should be integrated into high-quality landscape designs.

PUD REVIEW CONSIDERATIONS

Section 811-6 (A) of the Monroe County Zoning Ordinance states: “The Plan Commission shall consider as many of the following as may be relevant to the specific proposal:

(1) The extent to which the Planned Unit Development meets the purposes of the Zoning Ordinance, the Comprehensive Plan, and any other adopted planning objectives of the County.

Findings:

- The existing and proposed development appears to be inconsistent with the Comprehensive Plan per the Suburban Residential district;
- The current use and potential expansion of the site would not support commercial uses;
 - The MCUA Phase I plan designates the petition site as “Suburban Residential”;
- The current zoning is Fieldstone PUD, Wiley Farms Tract F created by the City of Bloomington in 1994;
- The Comprehensive Plan designates the property as MCUA Suburban Residential;
- The current approved uses for the petition parcel have been determined to be the ‘high-density residential’ uses listed in the petitioner letter from the 1994 city of Bloomington PUD filing;
- The petition parcel has remained vacant since that time;
- The petitioner requests to add one (1) new use;

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

Findings:

- The proposed plan will need use definitions to be defined;
- Design standards were found specifically listed in the PUD documentation;
- The site will not meet the design standards of the underlying zone, High-Density Residential;
- The petitioner has not indicated that any other deviation from the Zoning Ordinance would be sought at this time related to density, dimension, bulk, use, required improvements, and construction and design standards;
- Site plan improvements including parking, landscaping, and bioretention requirements will be addressed at the development plan stage;
- See Findings under section A, regarding use;

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

Findings:

- See Findings under section A;
- One of the purposes of the PUD, under Chapter 811, is to encourage a harmonious and appropriate mixture of uses;

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

Findings:

- See Findings (1), (2) and (8);

- (5) **The physical design and the extent to which it makes adequate provision for public services, provides adequate control over vehicular traffic, provides for and protects common open space, and furthers the amenities of light, air, recreation and visual enjoyment.**

Findings:

- Parking minimum requirements will be reviewed for the petition site once a design is submitted for review;
- The site will meet the design standards of the underlying zone, General Manufacturing (MG);
- Development plan requirements including parking, landscaping, and bioretention requirements will be addressed at the development plan stage.

- (6) **The relationship and compatibility of the proposal to the adjacent properties and neighborhoods, and whether the proposal would substantially interfere with the use of or diminish the value of adjacent properties and neighborhoods.**

Findings:

- See Findings (a), (b) & (d);
- Other immediately surrounding uses include single-family residential to the southeast and east, duplexes/condominiums to the northeast, and vacant land to the west, east, and south;
- Much of the surrounding area is zoned Planned Unit Development, Estate Residential 2.5;
- Development plan requirements including parking, landscaping, and bioretention requirements will be addressed at the development plan stage.

- (7) **The desirability of the proposal to the County's physical development, tax base, and economic well-being.**

Findings:

- See Findings under Section 1;

- (8) **The proposal will not cause undue traffic congestion and can be adequately served by existing or programmed public facilities and services.**

Findings:

- Access is derived from S Fieldstone BLVD which is designated as a Local Road in the Thoroughfare Plan;
- All utilities are available to the petition site;
- See findings under (d);

(9) The proposal preserves significant ecological, natural, historical and architectural resources to the extent possible.

Findings:

- There are known karsts on the property;
- Drainage will be reviewed under a PUD Development Plan if the this petition is adopted;
- The area was originally listed as a 'high-density residential' part of the Fieldstone PUD request to the city of Bloomington in 1994.

EXHIBIT 1: Petitioner Outline Plan Statement



BYNUM FANYO & ASSOCIATES, INC.

ARCHITECTURE
CIVIL ENGINEERING
PLANNING

October 24, 2022

Monroe County Planning Department
And Monroe County Plan Commission
501 N. Morton Street, Suite 224
Bloomington, Indiana 47404

SUBJECT: Wylie Farm PUD Tract 'F'
Three (3) PUD Amendments

Monroe County Plan Commission or To Whom It May Concern:

On behalf of Authentic Homes, Inc., Bynum Fanyo & Associates, Inc. would like to request approval of three PUD amendments to the Wylie Farm PUD ordinance due to a site plan being proposed in Tract 'F' of the PUD area. The property is located at 800' east of the intersection of S Kirby Rd and S Fieldstone Blvd in Monroe County, Indiana. The approval request would make a way for a 1" phase in tract 'F' for 'convenience storage' in 2 proposed lots of a proposed subdivision (ROW dedication proposed as well). This PUD ordinance was originally approved by the City of Bloomington in October of 1994. This proposal would be an alteration of the PUD original concept to where 'manufacturing' or 'MP' type business would be located but is found in the PUD in area K right now. The lot owned by the developer currently contains 30.21 acres and is proposed to subdivide into 2 lots after dedicated ROW for local roads and utilities. This is the SW quarter of section 2, T8N, R2W, Van Buren township.

The proposed commercial plan would require three (3) amendments to the ordinance approved in 1994 as follows:

- 1) Traffic and Circulation: The 3rd paragraph under this heading on page 3 of the ordinance document revised to state: *Another local road ~~the secondary collector~~ runs from Kirby Road to Gifford Road. This road is intended to directly serve units and provide an indirect connection to Kirby and Gifford and a good connection to the internal collector roadway. This roadway will be completed in phases that follows the limit and physical extent of the last residential structure or commercial business developed of that phase. The routing of this local road shall be designed and finalized by the site engineer to best serve development. Possible routing of roads shown on pages 5-11 of this document but final routing to be designed at time of development and approved by Monroe County Highway Engineer.*
- 2) Open Space: The 4th paragraph under this heading on page 3 of the ordinance document revised to state: *There are numerous other locations on the site with existing vegetation or with steep slopes. These areas are proposed to be used as buffer and transitions between land uses and projects. Proposed local and collector roads to avoid steep slopes and existing vegetation to best extent*

528 NORTH WALNUT STREET
812-332-8030

BLOOMINGTON, INDIANA 47404
FAX 812-339-2990

possible. The routing of local or collector roads shall be designed and finalized by the site engineer to best serve development. Possible routing of roads shown on pages 5-11 of this document but final routing to be designed at time of development and approved by Monroe County Highway Engineer.

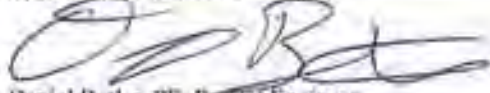
- 3) **Land Use:** The 2nd title under this heading is "manufacturing" and should add this sentence under this title: Area F may have 3.5 acres maximum contained in one lot of MP zone with the allowable uses listed below. Only one use is allowed from allowable uses below in this one lot.

Also, on behalf of Authentic Homes, Inc., Bynum Fanyo & Associates, Inc. would like to request, if possible, the Plan Commission waive the need for a 2nd hearing and make a determination for these PUD amendments after the 1st hearing.

Let us know if you have any questions or concerns for this subdivision and use of this parcel of land.

Sincerely,

Bynum Fanyo & Associates, Inc.

A handwritten signature in dark ink, appearing to read "D. Butler", is written over the printed name.

Daniel Butler, PE, Project Engineer

EXHIBIT 2: Capacity Letter



4/6/2022

Hynum, Hynum & Associates
528 N. Walnut St.
Bloomington, IN 47404

Re: Wiley Farm Section I
Near SE Corner of Kirby and Fieldstone

To whom it may concern:

The preliminary information for Wiley Farm Section I in Bloomington, IN was received on 4/6/2022 by CenterPoint Energy. A determination has been made that CenterPoint has natural gas facilities in the area to provide service subject to our standard policies and procedures.

This shall not be construed as approval of the preliminary plat/plans for said project, but rather a statement that facilities to provide service are available. A final approved engineering drawing and service load requirements must be submitted to CenterPoint to determine if capacity exists to meet the requested load.

If you have further questions please feel free to contact me

Sincerely,

A handwritten signature in black ink, appearing to read "Joel Boser", with a long horizontal flourish extending to the right.

Joel Boser
Account Manager
812-948-4902

EXHIBIT 3: Site Plan (Conceptual)

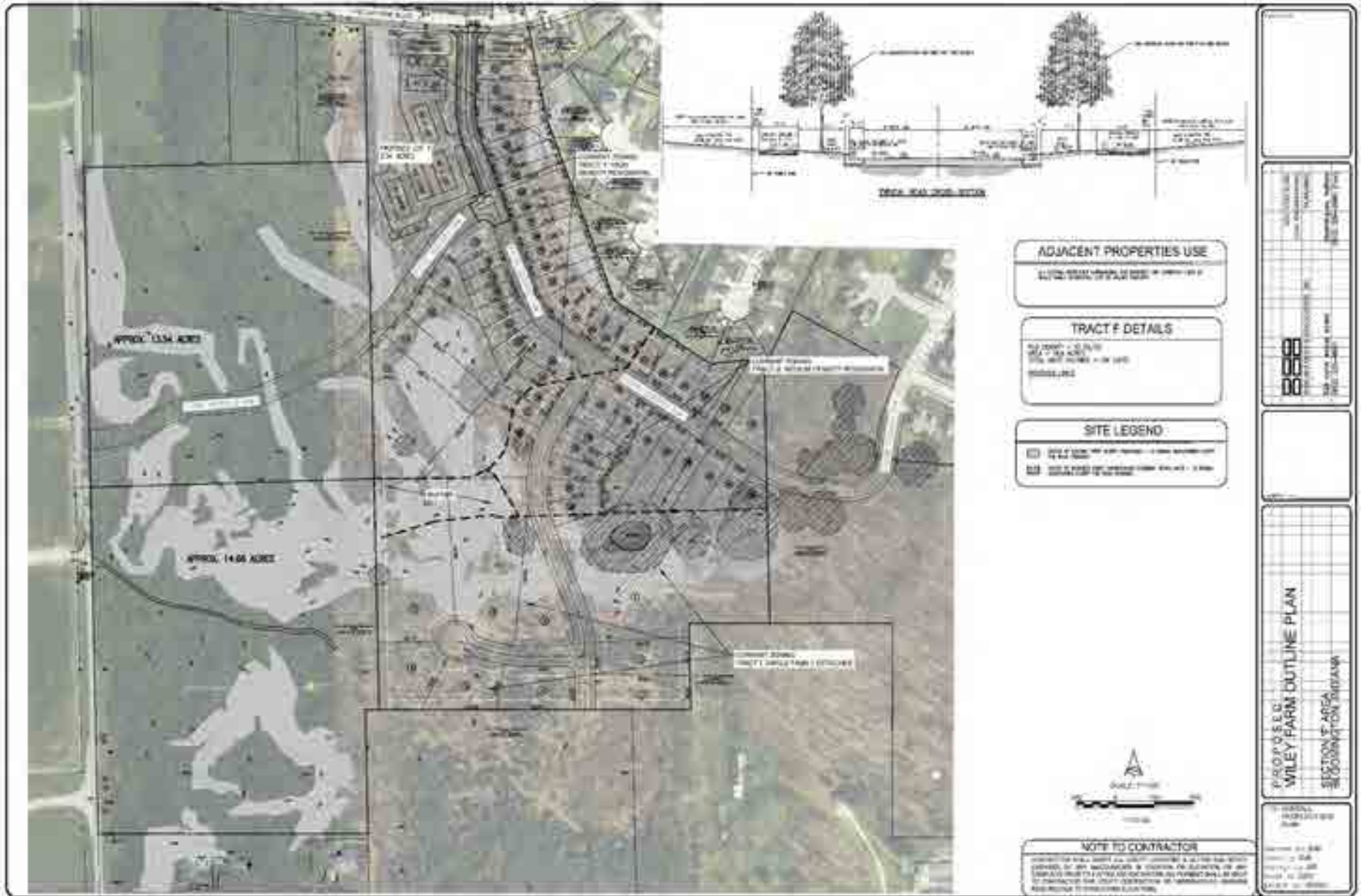


EXHIBIT 4: HOA Meeting Synopsis for January 18, 2023



BYNUM FANYO & ASSOCIATES, INC.

APPROVED
MONROE COUNTY PLANNING
DEPARTMENT

January 18, 2023

Monroe County Planning Department
Showers Building North
501 N Morton St, Suite 224
Bloomington, IN 47404

SUBJECT: Wylie Farm PUD Tract 'F' Amendment plan
Neighborhood Meeting for 'Fieldstone Community Association'

This letter serves to give a synopsis of the SUBJECT meeting required to hold for communication, collaboration, and helpful feedback for a new plan adjacent to an existing neighborhood.

This meeting was offered and held January 19, 2023 at the Monroe County Convention Center in the Finch Room at 5:30pm. It was advertised to the Fieldstone Community Association administrator, Michael Rousey, to advertise to all HOA members. Michael Rousey was responsive through e-mail to 'spread the word' to homeowners.

The meeting offered all current plans as displays for all to comment on and a presentation was offered for any to give feedback, ask questions, or provide comments.

There were no questions or comments offered.

Sincerely,

Bynum Fanyo & Associates, Inc.

828 North Walnut Street
Bloomington, Indiana 47404
TEL: 317-332-8050 FAX: 317-332-2990

Bloomington, Indiana 47404
FAX: 317-332-2990

EXHIBIT 5: HOA Meeting Synopsis for May 3, 2023



BYNUM FANYO & ASSOCIATES, INC.

Architecture
Site Development
Interior

May 4, 2023

Monroe County Planning Department
Showers Building North
501 N Morton St, Suite 224
Bloomington, IN 47404

SUBJECT: Wyhe Farm PUD Tract 'F' Amendment plan
Neighborhood Meeting for 'Fieldstone Community Association' & 'Summerfield at
Fieldstone Community Association'

This letter serves to give a synopsis of the SUBJECT meeting required to hold for communication, collaboration, and helpful feedback for a new plan adjacent to existing neighborhoods.

This meeting was offered and held May 3, 2023 at the Monroe County Convention Center in the Finch Room at 5:30pm. It was advertised to the Fieldstone Community Association administrator, Michael Rousey, to advertise to all HOA members. Michael Rousey was responsive through e-mail to 'spread the word' to homeowners. It was also advertised to the Summerfield at Fieldstone Community Association through Jamar Properties Management. Jamar Properties also was responsive through e-mail to pass along to the HOA.

The meeting offered all current plans as displays for all to comment on and a presentation was offered for any to give feedback, ask questions, or provide comments.

Attendees of meeting:

Presenter – Daniel Butler, Bynum Fanyo and Associates, project engineer
Project Owner Team – David Jenner, Authentic Homes
Project Owner Team – Reed Hayden, Authentic Homes
Project Owner Team – Beth Robinson, Re/Max Realty
Dawn Maynen – President of Fieldstone HOA, 307 S. Windstone Ct.
Maryann Mohney – Resident, 685 S Fieldstone Blvd

440 North Washington Street
Bloomington, Indiana 47404
812-332-8050

Bloomington, Indiana 47404
FAX 812-339-2990

Meeting Order of Meeting Notes:

- Welcome and setup exhibits
- Dawn asked to read current petition being circulated to all HOA homeowners
- Dawn believes 300-600 homeowners will sign petition.
- Daniel clarified proposal to Monroe County
- Clarification included explanation of amendments to current PUD -
 1. Road routing through petition property due to now known environmental restraints and current PUD road routing would be at backyards of current residents.
 2. Revise property use to single family lots rather than multi-family that PUD currently allows
 3. Add commercial use of self-storage to 3.3 acres only of the property.
- Some additional conversation of concerns of self-storage in this area. Dawn explained that boat and RV storage could be advantageous for the neighborhood because of violations of on-property storage

Sincerely,

Bynum Fanyo & Associates, Inc.

EXHIBIT 6: Original Fieldstone Wiley Farm PUD Ordinance

ORDINANCE 94-59

TO AMEND THE BLOOMINGTON ZONING MAPS FROM RE TO RL/PUD AND MP/PCD AND GRANT OUTLINE PLAN APPROVAL

Re: 5701 WEST S.R. 48

(Brett Davis of J&B Builders, Petitioner)

WHEREAS, the Common Council passed a Zoning Ordinance amendment and adopted new incorporated zoning maps on June 7, 1978 which are now incorporated in Title 20 of the Bloomington Municipal Code; and

WHEREAS, the Plan Commission has considered this case, RL/PUD/MP/PCD-63-94 and has recommended that the petitioner, Brett Davis (J&B Builders), be granted an amendment to the Bloomington zoning maps, a PUD and PCD designation, and an outline plan approval and request that the Common Council consider his petition;

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

SECTION 1. Through the authority of IC 36-7-4, the zoning for the property located at 5701 W. S.R. 48 be changed from RE to RL with a PUD designation. That property is further described as follows:

The Southwest Quarter of Section 2, Township 8 North, Range 2 West in Monroe County, Indiana, containing 160 acres more or less excepting therefrom the following described tracts:

Exception No. 1 - A part of the Southwest quarter of the Southwest quarter of said Section 2, Township 8 North, Range 2 West, described as follows: Beginning at a point on the South line of said quarter quarter, 600 feet west of the southeast corner thereof; thence NORTH 01 degree 43 minutes WEST and parallel with the east line of said quarter quarter 746 feet to an iron pipe; thence WEST 521 feet to an iron pipe; thence SOUTH 1 degree 43 minutes EAST 746 feet to the south line of said quarter quarter; thence EAST along said south line 521 feet to the place of beginning, containing 8.92 acres, more or less.

Exception No. 2 - A part of the Southwest Quarter of Section 2 Township 8 North Range 2 West, bounded and described as follows, to-wit: Beginning at the Southeast corner of said Southwest quarter; thence running west over and along the south section line 100 feet; thence NORTH 200 feet; thence EAST 100 feet and to the east boundary line of said quarter section; thence SOUTH over and along said east boundary line 200 feet and to the place of beginning, containing .5 acre, more or less.

Exception No. 3 - A part of the Southwest quarter of the Southwest quarter of Section 2, Township 8 North, Range 2 West, Van Buren Township, Monroe County, Indiana, and more particularly described as follows: Beginning SOUTH 88 degrees and 36 minutes EAST 480.00 feet from the Southwest corner of said Section, and on a railroad spike in the Gifford Road and on the south line of said Section; thence NORTH 210.00 feet to an iron rod; thence NORTH 88 degrees and 36 minutes WEST 200.00 feet to an iron rod; thence SOUTH 210.00 feet to a railroad spike in the said road and on the south line of said section; thence on the said road and section line SOUTH 88 degrees 36 minutes EAST 200.00 feet to the place of beginning, containing 1.00 acre more or less.

Course datum used in this description is based on an assumed due north bearing of the west line of said section.

Exception No. 4 - A part of the Southwest quarter of the Southwest quarter of Section 2, Township 8 North, Range 2 West, Van Buren Township, Monroe County, Indiana,

and more particularly described as follows: Beginning SOUTH 88 degrees and 36 minutes EAST 480.00 feet from the southwest corner of said Section, and on a railroad spike in the Gifford Road and on the south line of said section; thence NORTH 210.00 feet to an iron rod, thence SOUTH 88 degrees 36 minutes EAST 210.00 feet to an iron rod; thence SOUTH 210.00 feet to a railroad spike in the said road and on the south line of said Section, thence on the said Road and Section line NORTH 88 degrees 36 minutes WEST 210 feet to the place of beginning, containing 1.01 acres, more or less.

Exception No. 5 - A part of the Southwest quarter of the southwest quarter of Section 2, Township 8 North, Range 2 West, Van Buren Township, Monroe County, Indiana, and more particularly described as follows: Beginning at the southwest corner of said Section 2 and in Gifford Road; thence NORTH 210 feet along Kirby Road; thence SOUTH 88 degrees 36 minutes EAST 280 feet to an iron rod; thence SOUTH 210 feet to a railroad spike in said Gifford Road and on the south line of said Section; thence on the said road and section line NORTH 88 degrees 36 minutes WEST 280 feet to the place of beginning, containing 1.35 acres more or less.

Exception No. 6 - A part of the Southwest Quarter of Section 2, Township 8 North, Range 2 West, bounded and described as follows; to-wit: Beginning at a concrete nail in the centerline of the Gifford Road 300.0 feet west of the Southeast corner of the southwest quarter of said Section 2, Township 8 North, Range 2 West, said corner being marked by a concrete nail at the point of intersection of said centerline of said Gifford Road with the centerline of an unimproved public roadway running in a northerly direction therefrom, thence WEST over and along said centerline of said Gifford Road and south line of said quarter section for 300.0 feet to a concrete nail; thence leaving said centerline of said Gifford Road on a bearing of NORTH 1 degree 43 minutes WEST for 200.0 feet to an iron pipe, passing over another iron pipe, 22.2 feet from said centerline as measured along the described line; thence EAST 300.0 feet to an iron pipe; thence SOUTH 1 degree 43 minutes EAST for 200.0 feet to the point of beginning, passing over another iron pipe 22.0 feet therefrom as measured along the described line, containing 1.377, more or less.

Exception No. 7 - A part of the Southwest Quarter of Section 2, Township 8 North, Range 2 West, Monroe County, Indiana, bounded and described as follows: Beginning at a point on the south line of said Southwest quarter and in Gifford Road, said point of beginning being NORTH 89 degrees 11 minutes 54 seconds WEST, 100.00 feet from the Southeast corner of said Southwest quarter, said point of beginning being also the Southwest corner of a tract of land that is described in a deed from William Carl and Beverly Juroff to Gary Lee and Nancy Jo Bruce and recorded March 29, 1979 in Deed Record 267, page 06 in the office of the Recorder of Monroe County, Indiana; thence from said point of beginning and with the west line of said Bruce tract and running NORTH 00 degrees 00 minutes 13 seconds WEST for 200.00 feet and to the Northwest corner of said Bruce tract; thence SOUTH 89 degrees 11 minutes 54 seconds EAST for 100.00 feet and to the Northeast corner of said Bruce tract on the east line of said Southwest quarter; thence with the east line of said Southwest quarter and running NORTH 00 degrees 00 minutes 13 seconds WEST for 137.33 feet; thence leaving said east line and running NORTH 89 degrees 11 minutes 54 seconds WEST for 258.26 feet; thence SOUTH 00 degrees 00 minutes 13 seconds EAST for 337.33 feet and to the south line of said Southwest quarter; thence with the south line of said Southwest quarter and running SOUTH 89 degrees 11 minutes 54 seconds EAST for 158.26 feet and to the point of beginning, containing 1.541 acres, more or less.

Also Excepting the following dedicated roadway,

A part of the Southwest Quarter of Section 2, Township 8 North, Range 2 West, Monroe County, Indiana, bounded and described as follows: Beginning at a point on the south line of said Southwest Quarter and in Gifford Road, said point of beginning being NORTH 89 degrees 11 minutes 54 seconds WEST 258.26 feet from the Southeast corner of said Southwest quarter; thence from said point of beginning and

running NORTH 00 degrees 00 minutes 13 seconds WEST for 674.67 feet; thence NORTH 89 degrees 11 minutes 54 seconds WEST for 60.00 feet; thence SOUTH 00 degrees 00 minutes 13 seconds EAST for 674.67 feet and to the south line of said Southwest quarter; thence with said south line and running SOUTH 89 degrees 11 minutes 54 seconds EAST for 60.00 feet and to the point of beginning, containing 0.929 acres, more or less.

Containing after said exceptions 143.38 acres.

Also, the Northwest Quarter of Section 2, Township 8 North, Range 2 West in Monroe County, Indiana, containing 134 acres more or less, excepting therefrom the following described tracts:

Exception A - A part of the said quarter section, bounded and described as follows, to-wit: Beginning at the Northwest corner of said quarter section, thence SOUTH 52 rods; thence EAST 28 rods; thence NORTH 32 rods; thence EAST 8 rods; thence NORTH 20 rods and to the north line of said quarter section; thence WEST 36 rods over and along the said north line, and to the place of beginning, containing 10.1 acres, more or less.

Exception B - A part of the said quarter section, bounded and described as follows, to-wit: Beginning at the northeast corner of said quarter section, where there is a stone put down in the ground on the Township line in the main road leading from Bloomington to Smith's Ferry, and running thence WEST 6 poles and 20 links in the half mile stake of Section 35, Township 9 North, Range 2 West where there is a stone put down on the Township line in said road; thence SOUTH $7\frac{1}{2}$ degrees EAST 137 poles and 23 links to a stone put down in the East and West center line; thence EAST 3 poles $6\frac{1}{2}$ links to a stone put down in the East and West center line; thence NORTH 137 poles and 23 links to the place of beginning; said exception containing 4.31 acres, more or less.

Exception C - A part of the said quarter section, bounded and described as follows, to-wit: Beginning at a point on the north line of said quarter section 6 rods and 20 links west of the northeast corner thereof; thence SOUTH $7\frac{1}{2}$ degrees EAST 20 rods; thence WEST parallel to the north line of said quarter section 404 feet; thence NORTH $7\frac{1}{2}$ degrees WEST and parallel to the east line of this excepted tract 20 rods, and to the north line of the said quarter section; thence EAST 404 feet over and along the North line of said quarter section, and to the place of beginning, containing 3 acres, more or less.

Exception D - A part of the Northwest Quarter of the Northwest Quarter of Section Two (2), Township Eight (8) North, Range Two (2) West, Monroe County, Indiana, and more particularly described as follows: Beginning at a point on the North line of said Section and in the center line of State Road Number 48, said point being SOUTH 89 degrees 53 minutes 50 seconds WEST 825.20 feet from the Northeast corner of the Northwest Quarter of said Section; thence continuing along said North line and said center line SOUTH 89 degrees 53 minutes 50 seconds WEST 264.00 feet; thence leaving said North Line and said center line SOUTH 1 degree 54 minutes EAST 330.00 feet to an iron pipe; thence NORTH 89 degrees 53 minutes 50 seconds EAST 264.00 feet to an iron pipe; thence NORTH 1 degree 54 minutes WEST 330.00 feet to the place of beginning. Containing 2.00 acres, more or less.

Exception E - A part of the Northwest Quarter of Section 2, Township 8 North, Range 2 West, bounded and described as follows, to-wit: Beginning at a point on the north line of said quarter section 6 rods and 20 links west of the northeast corner thereof; thence running SOUTH $7\frac{1}{2}$ degrees EAST 20 rods and to the real point of beginning which real point of beginning is the southeast corner of a certain tract of land conveyed by Turner Wiley and Ollie P. Wiley, to Leonard Edward Seaggs and Sarah Jean Seaggs, by Warranty Deed recorded in Deed Record 120, at page 86 of the records of the County Recorder of Monroe County, Indiana; running thence SOUTH $7\frac{1}{2}$ degrees EAST 10 rods; thence WEST and parallel to the south line of the tract

above referred to 8 rods; thence in a NORTHEASTERLY direction and parallel to the tract herein conveyed 10 rods and to the southwest corner of the tract above referred to; thence EAST over and along the south line of said tract referred to 8 rods and to the place of beginning, containing 0.5 acres more or less.

Exception F - A part of the Northwest Quarter of Section 2, Township 8 North, Range 2 West, Monroe County, Indiana, bounded and described as follows, to-wit: Beginning at a point on the west line of said northwest quarter of Section 2, Township 8 North, Range 2 West, said point being 1245.75 feet south of the northwest corner of said quarter section, said point also being the southwest corner of a tract of land conveyed to Robert Byers by Russell Wiley, and recorded April 12, 1956 in Deed Record 119, page 592 in the office of the Recorder of Monroe County, Indiana; thence with the south line of said Byers tract and running from said point of beginning NORTH 87 degrees 10 minutes EAST for 205.00 feet; thence leaving the south line of said Byers tract and running SOUTH 02 degrees 09 minutes EAST for 100.00 feet; thence SOUTH 87 degrees 10 minutes WEST for 205.00 feet, and to the west line of said northwest quarter; thence NORTH 2 degrees 09 minutes WEST for 100.00 feet, and to the place of beginning, containing 0.47 acres more or less.

Exception G - A part of the Southwest Quarter of the northwest quarter of Section 2, Township 8 North, Range 2 West, Van Buren Township, Monroe County, Indiana, and more particularly described as follows: Beginning at a P.K. nail on the Kirby Road 3,499.0 feet north from the southwest corner of said section; thence NORTH 100.00 feet to a P.K. Nail on the said road, thence north 89 degrees and 20 minutes EAST 222.24 feet to a post; thence SOUTH 00 degrees and 52 minutes WEST 100.00 feet to an iron rod, thence SOUTH 89 degrees and 19 minutes WEST 720.82 feet to the place of beginning, containing 0.51 acres, more or less.

Exception H - A part of the Northwest quarter of Section 2, Township 8 North, Range 2 West, bounded and described as follows, to-wit: Beginning at a point on the west line thereof, 52 rods south of the northwest corner, running thence EAST a distance of 38 rods; thence SOUTH 12 rods; thence WEST 28 rods, and to the said west line, thence NORTH on said west line a distance of 12 rods, and to the point of beginning, containing 2.1 acres, more or less.

Exception I - A part of the Northwest quarter of Section 2, Township 8 North, Range 2 West, bounded and described as follows, to-wit: Beginning at a point on the west line thereof 64 rods south of the northwest corner running thence east a distance of 28 rods, thence SOUTH 11 1/4 rods; thence WEST 28 rods, and to the said west line; thence NORTH on said west line a distance of 11 1/4 rods, and to the point of beginning, containing 2 acres, more or less.

Exception J - A part of the Southwest Quarter of the Northwest Quarter of Section 2, Township 8 North, Range 2 West, Monroe County, Indiana, also being all of Lot Number 1 in Wiley Farms Subdivision, an unrecorded plat being more particularly described as follows: COMMENCING at the southwest corner of said Section 2; thence NORTH along the west line of said Section 2, a distance of 3,207.00 feet and to the point of beginning; thence continuing along said line NORTH 100.00 feet; thence leaving said line EAST 252.63 feet; thence SOUTH 150.00 feet; thence WEST to the point of beginning, containing 1.10 acres, more or less.

Exception K - A part of the Southwest quarter of the Northwest quarter of Section 2, Township 8 North, Range 2 West, Monroe County, Indiana, also being all of Lot 3 in Wiley Farms Subdivision an unrecorded plat being more particularly described as follows: COMMENCING at the southwest corner of said Section 2; thence NORTH along the west line of said Section 2 a distance of 2,849.00 feet to the point of beginning; thence continuing along said line NORTH 200.00 feet; thence leaving said line EAST 240.00 feet; thence SOUTH 200.00 feet; thence WEST 240.00 feet to the point of beginning. Containing 1.10 Acres, more or less, less 40 feet of even width lying east of the centerline of Kirby Road for a right-of-way.

Containing, after said exceptions 106.81 acres.

Also excepting:

A part of the Northwest Quarter of Section 2, Township 8 North, Range 2 West in Monroe County Indiana more particularly described as follows:

Commencing at the Northeast corner of the Northwest quarter of said Section 2; thence SOUTH along the east line of said quarter 50 feet; thence WEST parallel to the center of State Road 48 a distance of 1220 feet to the POINT OF BEGINNING; thence continuing WEST 377 feet; thence SOUTH 540 feet; thence EAST 237 feet; thence NORTHEASTERLY 558 feet to the POINT OF BEGINNING, containing 3.8 acres, more or less.

Also excepting:

A part of the Southeast Quarter of Section 2, Township 8 North, Range 2 West in Monroe County, more particularly described as follows:

Commencing at the Northwest corner of said Quarter Section thence SOUTH 200 feet; thence EAST 30 feet to the POINT OF BEGINNING; thence SOUTH parallel to the centerline of Kirby Road 2246 feet to a point 210 feet north of the south line of said quarter; thence EAST parallel with the south line of said quarter 600 feet; thence NORTH 840 feet; thence EAST 100 feet; thence NORTH 1406 feet; thence WEST 700 feet and to the POINT OF BEGINNING, containing 34.2, acres more or less.

Containing after all exceptions 212.2 acres, more or less.

SECTION II. Through the authority of IC 36-7-4 the zoning for two parcels of property located at 5701 W. S.R. 48 be changed from BE to MP with a PCD designation. This property is further described as follows:

A part of the Southeast Quarter of Section 2, Township 8 North, Range 2 West in Monroe County, more particularly described as follows:

Commencing at the Northwest corner of said Quarter Section thence SOUTH 200 feet; thence EAST 30 feet to the POINT OF BEGINNING; thence SOUTH parallel to the centerline of Kirby Road 2246 feet to a point 210 feet north of the south line of said quarter; thence EAST parallel with the south line of said quarter 600 feet; thence NORTH 840 feet; thence EAST 100 feet; thence NORTH 1406 feet; thence WEST 700 feet and to the POINT OF BEGINNING, containing 34.2, acres more or less.

ALSO:

A part of the Northwest Quarter of Section 2, Township 8 North, Range 2 West in Monroe County Indiana more particularly described as follows:

Commencing at the Northeast corner of the Northwest quarter of said Section 2; thence SOUTH along the east line of said quarter 50 feet; thence WEST parallel to the center of State Road 48 a distance of 1220 feet to the POINT OF BEGINNING; thence continuing WEST 377 feet; thence SOUTH 540 feet; thence EAST 237 feet; thence NORTHEASTERLY 558 feet to the POINT OF BEGINNING, containing 3.8 acres, more or less.

SECTION III. Through the authority of IC 36-7-4 and pursuant to Chapter 20.14 of the Bloomington Municipal Code, that an outline plan be approved.

SECTION IV. The Outline Plan shall be attached and made a part of this ordinance.

SECTION V. This ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor.


PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this 7th day of December, 1994.


JIM SHERMAN, President
Bloomington Common Council


ATTEST:


PATRICIA WILLIAMS, Clerk
City of Bloomington

PRESENTED by me to Mayor of the City of Bloomington, Monroe County, Indiana, upon this 9th day of December, 1994.



PATRICIA WILLIAMS, Clerk
City of Bloomington

SIGNED AND APPROVED by me upon this 9th day of December, 1994.


TOMILEA ALLISON, Mayor
City of Bloomington

SYNOPSIS

This ordinance grants a rezoning from RE to RL/PUD and MP/PCD and approves an outline plan for the 250 acre Wiley Farm located at 5701 W. S.R. 48.


Patricia Williams
Clerk

*****ORDINANCE CERTIFICATION*****

In accordance with IC 36-7-4-605 I hereby certify that the attached Ordinance Number 94-50 is a true and complete copy of Plan Commission Case Number RL/PUD/MP/PCD-52-94 which was given a recommendation of approval by a vote of 10 Ayes, 1 Nays, and 0 Abstentions by the Bloomington City Plan Commission at a public hearing held on October 11, 1994.

Date: November 1, 1994

Timothy A. Mueller
Tim Mueller, Secretary
Plan Commission

Received by the Common Council Office this _____ day of _____.

Patricia Williams
Patricia Williams, City Clerk

Appropriation Ordinance # _____	Fiscal Impact Statement # _____ Ordinance _____	Resolution # _____
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Type of Legislation:

Appropriation	End of Program	Penal Ordinance
Budget Transfer	New Program	Grant Approval
Salary Change	Bonding	Administrative Change
Zoning Change	Investments	Short-Term Borrowing
New Fees	Annexation	Other _____

If the legislation directly affects City funds, the following must be completed by the City Controller:

Source of Request:

Planned Expenditure _____	Emergency _____
Unforeseen Need _____	Other _____

Funds Affected by Request:

Fund(s) Affected _____		
Fund Balance as of January 1	\$ _____	\$ _____
Revenue to Date	_____	_____
Revenue Expected for Rest of year	_____	_____
Appropriations to Date	_____	_____
Unappropriated Balance	_____	_____
Effect of Proposed Legislation (+/-)	_____	_____
Projected Balance	\$ _____	\$ _____

Signature of Controller _____

Will the legislation have a major impact on existing City appropriations, fiscal liability or revenues? Yes _____ No _____

If the legislation will not have a major fiscal impact, explain briefly the reason for your conclusion.

If the legislation will have a major fiscal impact, explain briefly what the effect on City costs and revenues will be and include factors which could lead to significant additional expenditures in the future. Be as specific as possible. (Continue on second sheet if necessary.)

MEMO

To: Common Council
From: Planning Department
Date: November 2, 1994
Case No.: RL/PUD-MP/PCD-63-94
Location: 5701 West State Road 48
Petitioner: Brett Davis, J&B Builders, Inc.
Counsel: Smith Neubecker & Assoc., Inc.

On October 31, 1994, the Bloomington Plan Commission approved a rezone of 250 acres currently zoned R6 to RL/PUD and MP/PCD and outline plan approval. This parcel contains 250 acres and is bordered by S.R. 48 to the north, Kirby Rd. and the airport to the west, and Gifford Rd. to the south. There is farmland to the east along with large lot residences. The site is gently rolling pasture with trees scattered throughout the site. The site is impacted by two drainage systems (Cave Creek and Sinking Creek), karst topography, and some relatively steep slopes.

This parcel is proposed to be developed into a mixed use area, including light industrial, a business park, low, medium and high residential housing, and a park. The petitioner has attempted to work with the existing topography and drainage. The original proposal was changed slightly to increase the industrial use. The areas of development as proposed are summarized below.

- | | |
|---------|---|
| TRACT A | 29 acres, located off S.R. 48, single family detached homes, 86 units, 2.97 DU/AC |
| TRACT B | 17.5 acres, located off S.R. 48, single family detached homes or institutional, 62 units, 3.54 DU/AC |
| TRACT C | 24.5 acres, located south of Tract B on the east side of the site, single family detached homes, 86 units, 3.51 DU/AC |
| TRACT D | 22.1 acres, located centrally located on the site just south of TRACT A, medium density residential, 100 units, 4.52 DU/AC |
| TRACT E | 37.6 acres, located along the east side of the site, medium density residential, 190 units, 5.05 DU/AC |
| TRACT F | 18.4 acres, located centrally on the site adjacent to the light industrial use, high density residential, 184 units, 10 DU/AC |
| TRACT G | 9.2 acres, located between Tracts I and F, medium density residential, 56 units, 6.09 DU/AC |
| TRACT H | 12.8 acres, located on the southeast corner of the site, large single family |

home lots, 5 units, 0.39 DU/AC

- TRACT J 21.1 acres, located on the south edge of the site, single family detached homes, 42 units, 1.99 DU/AC
- TRACT J 7.2 acres, located on the south center portion of the site, single family detached homes, 15 units, 2.08 DU/AC
- TRACT K 34.2 acres, located along the western edge of the site, 4 proposed lots
- TRACT L 3.8 acres, limited neighborhood business off S.R. 48 (see list of proposed uses)
- TRACT M 6.4 acre park

Right-of-way dedication is required along Gifford Rd.(35' from CL), S.R. 48 (50' from CL), and Kirby Rd. (40' from CL). One access point is proposed for S.R. 48, one access point for Gifford, and multiple access points for Kirby. An issue for development plan approval will be the number of accesses for the industrial portion of the site. Sidewalks will be required along the perimeter streets as well as the internal streets.

Drainage is a major issue to this development. Although this is outline plan stage, this area drains to two very sensitive basins; Sinking Creek and Cave Creek. Sinking Creek drains to the south where this proposal calls for larger estate size lots. The area draining towards Cave Creek includes industrial uses to the west, park to the east and high, medium and low density residential housing to the east and north. A business Park is planned for the north area of the site. The petitioners have done a considerable amount of engineering work to assure that the drainage situation will be acceptable. The concept now involves a larger area than originally proposed.

The detention area, much bigger than the regulatory floodplain, will allow an uncommon approach to storm drainage management. Conventional detention basins store the increase in the 100 year storm while the detention basin continues to discharge at the predevelopment rate of runoff. In other words, a big flow in and a small flow out occur simultaneously. The basin is sized to fill up during a 100 year storm, then continue to trickle down when the storm is over.

An impoundment of water would still be waiting where Cave Creek enters a cave downstream when water from a conventional basin would arrive downstream. The solution is to store 100% of the project's increase in runoff from a 100 year storm with no discharge. This requires a larger detention area and managed (human decision) release of the water. This is essentially what the Corps of Engineers does with the system of flood control reservoirs of which Lake Monroe is a part.

In addition, the petitioner's detention area will be sized to accommodate another 28 acre-feet (1 acre/1 foot deep) of water over and above the development's impact. The effect

is that the flood problem at the cave will actually be reduced, not just held constant

The Growth Policies Plan includes the site in an area designated "landbank": areas in which major development should await contiguous development and urban services, with periodic reconsideration to determine whether development is warranted based on the nature of evolving development patterns. Early in the process of developing the new zoning ordinance, the Commission decided not to carry the "landbank" concept from plan to ordinance. The area along both sides of S.R. 48 in this vicinity were targeted for industrial zoning, given Park 48 and the airport's proximity. Urban density residential uses, perhaps clustered to avoid sinkholes, was discussed for the steeper, karst impacted portion of this site.

The area was viewed as an appropriate component of a "compact urban form" because the airport area and proposed airport related economic development lie to the west, Park 48 and proposed zoning for more economic development lie to the north, the area is served by an adequate highway, and severed by an elementary school to the east. Earlier this year, the petitioner received approval of a large-lot plat under the existing RE zoning, effectively blocking the industrial zoning scenario. After that approval, discussion continued as to what development alternatives might best serve the Growth Policies Plan's goals. Two fundamental issues drove this continued discussion: the inclusion of some land for industrial development, and the need for an exceptional response to flooding problems along Cave Creek west of the airport. The proposed plan is the result.

RE zoning motivates a developer to cookie-cutter the site into as many 40,000 s.f. lots as the regulations permit. Any acre devoted to common open space or stormwater detention would be a valuable lot foregone. A higher density enables the developer to allocate significant area to these functions. The plan shows several wooded buffer areas between land use components, a 6.4 acre park, and a very large detention area.

The mixed residential components at an average density of 3.7 units/acre are consistent with the plan's density goal for development in appropriate areas, and are well conceived in terms of wooded areas, other site features, and surrounding uses. The 3.8 acre business area at the S.R. 48 entrance is sized to serve the local needs for day-to-day convenience shopping.

Note that the MP, Manufacturing Park zoning, serves as the underlying zoning for both PCD components: the industrial area on Kirby and the neighborhood shopping on Whitehall Pike.

RL/PUD/MP/PCD-63-94

Brett Davis, J&B Builders, Inc.

5701 W. S.R. 48

Request for rezone of approximately 206.4 acres from RE to RL/PUD and proposed to be developed as a residential project with approximately 896 units, rezone of approximately 31.6 acres from RE to MP/PCD and proposed to be development as 27.38 acres light industrial, 3.8 acres limited neighborhood business, and a 6.4 acre park, and outline plan approval for the approximate 250 acre tract as a whole.

Conditions of approval:

1. The petitioner's development plan shall be designed with a report by a geotechnical consultant regarding the proposed stormwater detention system. This report should address the underlying geology of the Cave Creek basin, suitability of the detention basin's design, and measures for handling leakages in the system caused by karst features. If the geotechnical report determines that the 74 acre feet of additional stormwater cannot be detained, or if the specified storage cannot be accomplished in an appropriate location, then this outline plan provides that the land use shall be as permitted by the current zoning; residential estate (RE).
2. The entire detention facility must be fully completed with Phase I of the petitioner's development plans, or as otherwise determined by the Plan Commission.
3. The development plan shall contain a written agreement between the petitioner's and Monroe County for the operation of the stormwater detention facility by the County. If this written agreement between the petitioner's and the County cannot be secured prior to development plan approval then this outline plan provides that the land use shall be as permitted by the current zoning; residential estate (RE).
4. Responsibility and ongoing funding for the maintenance of the stormwater detention facility will be provided by homeowner's association agreement. The agreement will enable Monroe County or the City of Bloomington to order maintenance or repairs, or to perform them at the homeowner's expense. This agreement shall be a component of any development plan.
5. Except for the stormwater commitments, the outline plan is a schematic representation; all engineering details, required dedications, and other site plan details are to be considered in the development plan approval process.
6. The Kirby Road entrances will be considered in the development plan review process. The Commission reserves the discretion to combine the entrances or require a service road.
7. Regarding the list of allowed uses: Chemicals and chemical products in the industrial

uses be limited to non-reactive combinations of previously prepared components. Delete Meat/Poultry/Seafood. Metal fabrication be limited to indoor processing and storage only with no significant external impacts. Delete Millwork and Sawmills. Paper products will exclude the manufacturing and use of pulp materials. Delete drugs and pharmaceuticals.

- §. The Engineering staff and petitioner examine the possibility and feasibility of additional retention over and above that proposed.

October 31, 1994

To: Tim Mueller

From: T. Micuda, K. Komisarick, G. Heise,
M. Wedekind, P. Werner

Subj: RL/PUD-MP/PCD-63-94 J & B Builders 5701 W. SR 48

Please see our October 10, 1994 staff report for a full description of the site and some general environmental considerations. This report concentrates on recommendations.

Stormwater Detention - In light of the significant flooding that has occurred downstream in the Cavewood Estates subdivision and surrounding farmland, stormwater detention is the most important development issue on the site. Issues revolving around the detention plan include:

- 1) Basin Type - The Environmental Commission is in favor of using a dry detention basin in order to secure the maximum amount of storage capacity possible. The petitioner's plan is in agreement with this concept.
- 2) Basin Monitoring - The basin is being designed to manually control the release of stormwater flow. This is designed because the drainage downstream is so poor that it becomes necessary to hold back stormwater for much longer periods of time. We are supportive of a manually controlled detention basin and believe that it is the best way to insure that downstream residents will be adequately protected during large storm events. However, the Environmental Commission will not support a detention system of this importance that it would only be maintained by a homeowners association. An agreement between the petitioners and the County to insure governmental monitoring of the basin would be the best way to address this issue. If an agreement is not worked out to adequately address basin monitoring, the Environmental Commission would be reluctant to support an opening of land of this magnitude.
- 3) Geotechnical Report - The Environmental Commission strongly feels that a geotechnical report is necessary as a condition of any development plan approval for this site. This report should examine the underlying geology of the proposed detention area, locate any leakages in the basin due to karst features and propose adjustments in the size and capacity of the detention system based on any karst problems. Again, if the geotechnical shows that there are insoluble problems in the detention system due to karst, the Environmental Commission would not support any proposal at the densities being proposed by the petitioner.

A more complete report on the detention issue and other environmental issues will be given at the hearing as discussions with the petitioner and staff are completed.

cc. Rod Young

55

Smith Neubecker & Associates, Inc.



Stephen L. Smith, P.E., L.L.
President

Daniel Neubecker, L.L.
Project Manager

September 1, 1994

City of Bloomington Plan Commission
c/o Tim Mueller, Director
City of Bloomington Plan Department
P. O. Box 100
Bloomington, IN 47402-0100

Dear Tim and Plan Commissioners:

We are pleased to submit this comprehensive land use plan for the development of the Wiley Farm on Bloomington's west side. This is an unique plan for an integrated development of a large (250 acres) parcel with varied features and opportunities.

We respectfully request consideration of the Plan Commission for rezoning from Residential Estate RE to RL Planned Unit Development and Plan Manufacturing Park. Our submission includes the outline plan drawings, outline plan statement, abbreviated property description and standard application form. Proof of notice to adjacent owners will be submitted prior to the hearing.

We look forward to working with you over ensuing weeks on this unique development proposal for Bloomington's west side.

Very truly yours,

Stephen L. Smith
SMITH NEUBECKER & ASSOCIATES, INC.

SLS:vp

Enclosures

cc: Lynn Coyne
Brett Davis
File #2296

4695 Sternsgate Drive
Post Office Box 5353
Bloomington, Indiana 47407-5355
Telephone (317) 336-6056
FAX (317) 336-6053

57



**WILEY FARM
PLANNED DEVELOPMENT
OUTLINE PLAN STATEMENT
9/1/94**

The Wiley Farm is a planned development of a 250 acre tract at the corner of State Road 48 and Kirby Road on Bloomington's west side. Proposed is a mix of land uses that compliment each other, fit the existing features of the site, blend with surrounding land uses and meet many of the goals of the Bloomington Master policy plan.

The planned development calls for up to 896 residential units varying from 2.5 acre lot single-family to 10 units per acre multi-family. A small retail commercial area is proposed to compliment the project and serve area needs. Twenty-seven acres along the Kirby Road frontage adjacent to the airport is planned as a manufacturing park. The natural features of the site provide for open space, park land, buffers and transitions between land uses. Table 1 "Land Use and Density Summary" shows the size, maximum number of units and maximum density for each of the tracts.

This petition seeks rezone from the existing RE to RL Planned Unit Development and Planned Manufacturing Park.

LAND USE

RESIDENTIAL

The project will vary from estate lots to high density residential. Areas A, B and C are intended to be smaller lot single family detached subdivisions. Area D, E, and G are medium density residential and may be attached doubles, triples, quads, townhouses or small lot detached housing. Area F is high density housing intended to be multi-family buildings with multiple units in each building. Area H is estate lots at a density of 2.5 acres per lot. Areas I and J are large lot subdivision tracts of approximately two lots per acre.

MANUFACTURING

Area K is intended to be consistent with the current MP zone.

"The industrial park district is established to provide areas in which the use of the land is limited to light manufacturing, warehousing, wholesaling, storage and corporate offices."

Allowable uses in the MP portion of the project will include:

Commercial Trade

Business Service and Professional Office
Schools
Trade and Business
Building Trade Shops
Warehouses
Mini Warehouses

Commercial Wholesale

Building Material
Farm Products
Farm Supplies
Food Products
Household Goods

Manufacturing Processing

Apparel
Bakery
Dairy Products
Confectionery

Beverage Bottling
Chemicals and Chemical Products
Clocks
Scientific Instrument
Drugs and Pharmaceuticals
Electronic Equipment
Furniture
Meat, Poultry, Seafood
Medical Equipment
Metal Fabrication
Mill Work
Sawmills
Paper Products
Printing Newspapers
Research Laboratories
Miscellaneous Small Products
Sporting Goods, Toys, Novelties

Industrial Non-Processing

Warehouse
Storage

BUSINESS

Area L is designated as neighborhood serving retail services. This area shall be limited to 3.8 acres with a maximum of 30,000 gross square feet of building area. No individual use shall contain more than 10,000 square feet of gross floor area. Access will be directly to the internal collector street. Significant landscape and mounding will provide the interface between the business use and adjacent residential uses. Allowable uses will include:

Convenience Store
Day Care
Gift Shop
Retail Bakery
Drug Store
Personal Service
Arts and Crafts
Dairy Products
Florist Shop
Grocery
Meats

Hardware
Jewelry
Variety Store
Business and Professional Office
Clinics and Services
Doctor and Dentist Offices

OPEN SPACE

Extensive green space is proposed throughout this project to insure a pleasant residential environment. The natural site amenities are being retained, augmented and utilized to enhance the quality of the development.

An open space system shall be provided along the existing floodway. This system will include one or more lakes, detention, and natural green areas. This area becomes a major focal point of the development.

A neighborhood park is located in the central portion of the project utilizing some existing steeper sloped wooded land. This park also includes some flatter open areas that can be used for parking and open field play areas. The park may be developed, owned and maintained as a common area for this development or dedicated to the public for improvements and ownership. Discussion will commence between the applicant and City and County Parks Departments.

There are numerous other locations on the site with existing vegetation or with steep slopes. These areas are proposed to be used as buffer and transitions between land uses and projects.

TRAFFIC AND CIRCULATION

A key element to this planned development is the roadway network. A system of collector, secondary collector and local streets run throughout the project. The roadway connections are provided to all surrounding streets and properties.

The main collector roadway accesses State Road 48 and will serve as a thoroughfare into the project. From State Road 48 to the T-intersection no units shall have direct access to this thoroughfare. There will be numerous local roads entering the development serving parcels A, B, C, D, E and L. A center island will be constructed at S.R. 48 and a landscape plan developed along the R/W of this collector.

The secondary collector runs from Kirby Road to Gifford Road. This road is intended to directly serve units and provide an indirect connection to Kirby and Gifford and a good connection to the internal collector roadway.

A series of local streets will provide interconnection throughout the project as well as access to the land to the east. Direct accesses are proposed to Kirby Road for each of the four parcels of manufacturing land. Kirby is a relatively low volume road, and an attempt is being made to keep the development costs and associated land prices reasonable to encourage MF development in this location.

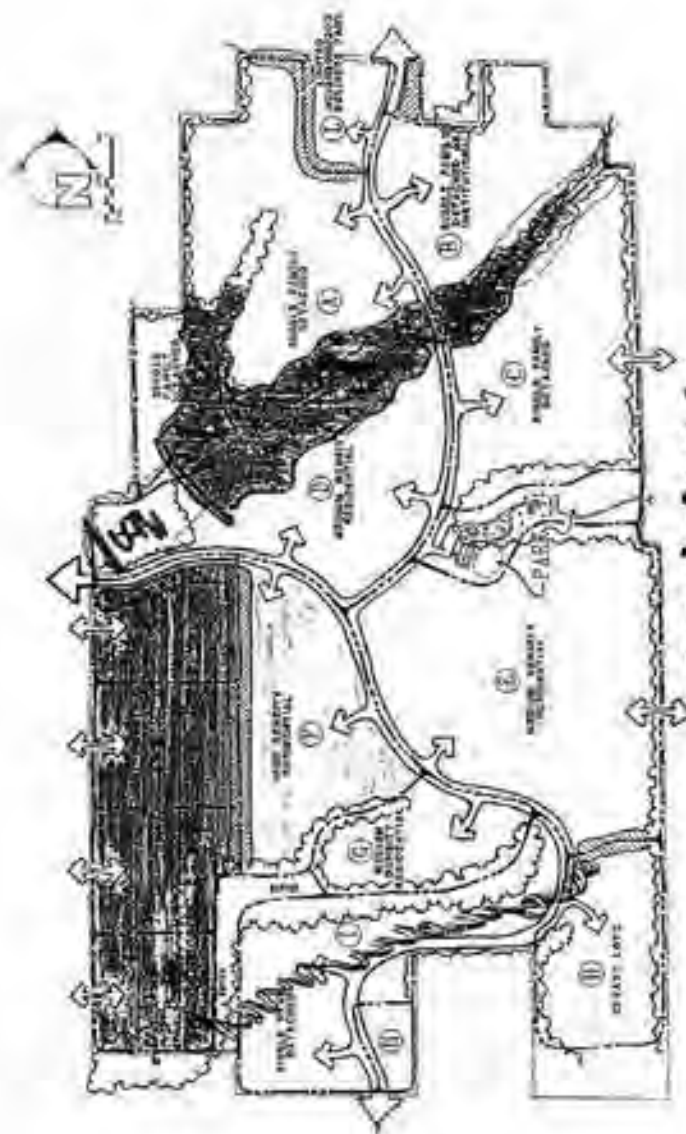
STORM WATER

A comprehensive storm water control system is proposed. The open space system along the existing floodway shall include significant detention facilities. The storm water detention shall be designed to provide a very long and slow discharge in recognition of downstream flooding problems. In so far as geologic conditions will allow, lakes shall be constructed in the floodway to serve both as amenities and as storm water control. An overall storm water plan will be designed with a first development plan.

SETBACKS

Building setbacks unique to this planned development are proposed based on the type of housing project. The following setbacks shall apply:

Housing Type and Area	Building Front Setback	Building Side Least Setback	Building Side Combined Setback	Rear Yard Setback
Single-Family Areas A, B & C	20 feet	6 feet	15 feet	25 feet
Medium Density Residential Areas D, E & G	20 feet	5 feet	10 feet	15 feet
Estate Lots Area H	30 feet	10 feet	25 feet	25 feet
Single-Family Large Lot Areas I & J	25 feet	8 feet	20 feet	25 feet



REVISIONS

Wiley Farm

WILEY FARM 10000 WILEY FARM

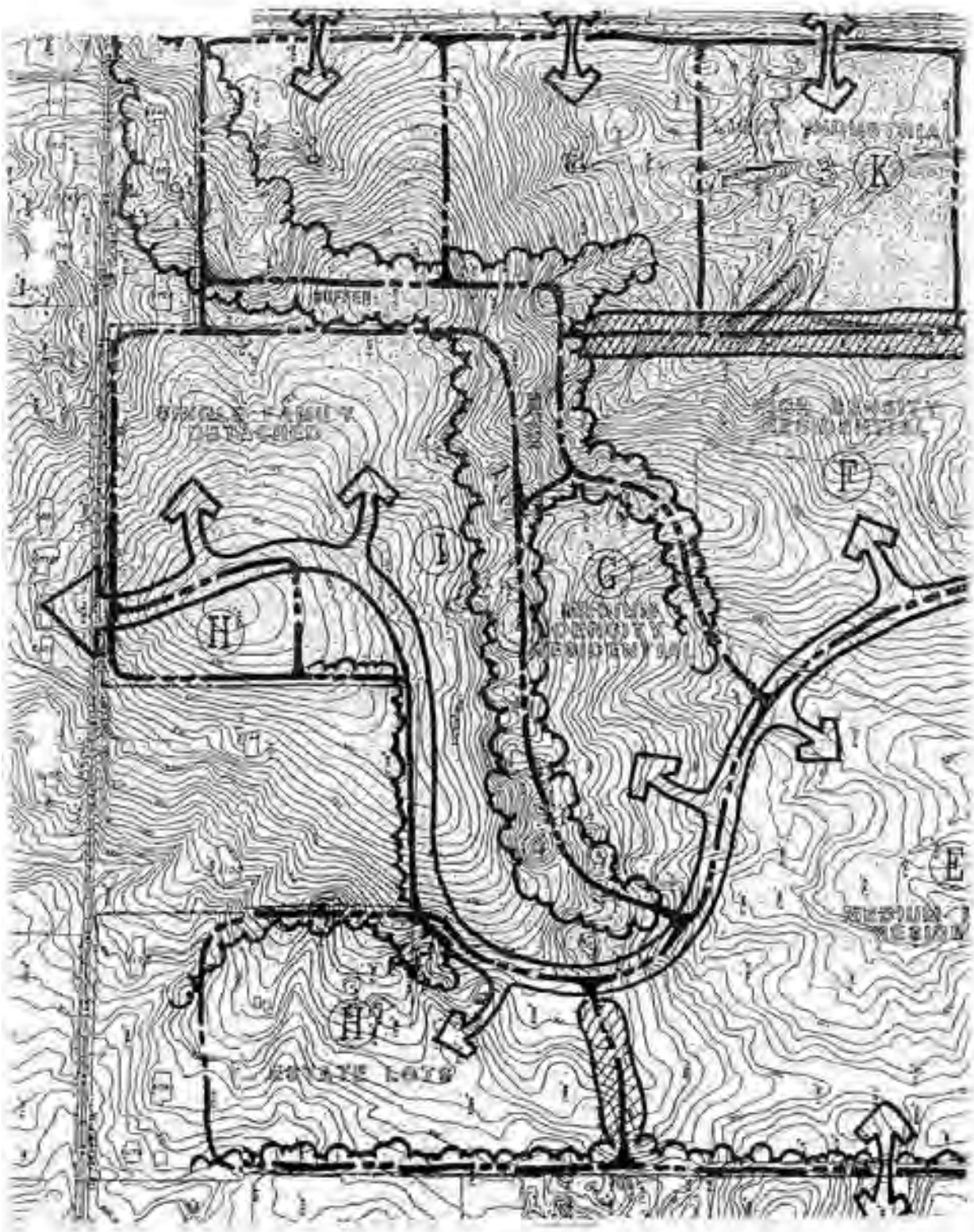
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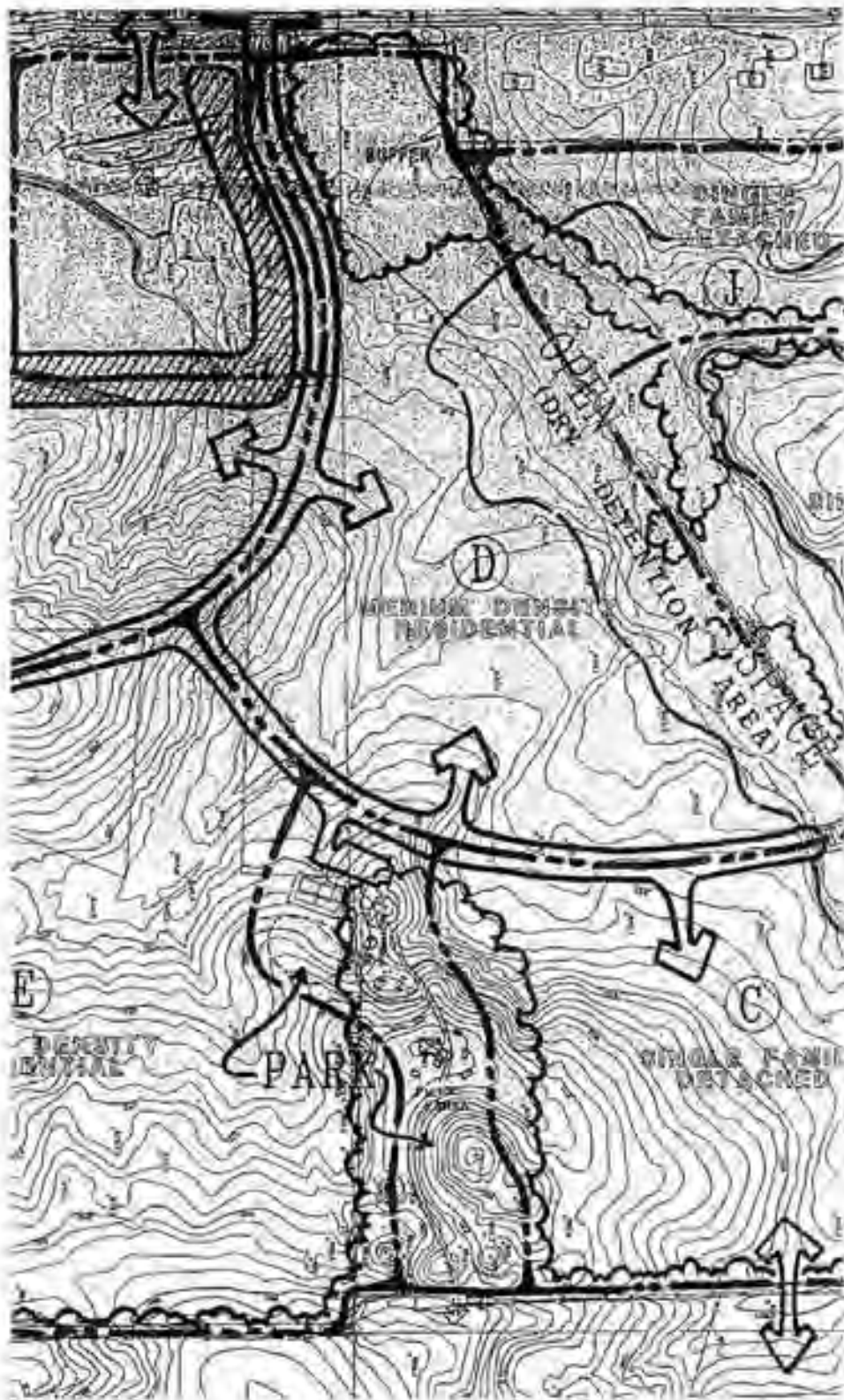
Wiley Farm Planned Development				
TRACT	LAND USE	APPROXIMATE SIZE (acres)	MAXIMUM # UNITS	MAXIMUM DENSITY
A	Single Family Detached	29.0	86	2.97
B	Single Family Detached or Institutional	17.5	62	3.54
C	Single Family Detached	24.5	86	3.51
D	Medium Density Residential	22.1	100	4.52
E	Medium Density Residential	37.8	190	5.05
F	High Density Residential	25.4 18.4*	86 184*	10.00
G	Medium Density Residential	9.2	56	6.09
H	Estate Lots	12.8	5	0.39
I	Single Family Detached	21.1	42	1.99
J	Single Family Detached	7.2	15	2.05
	SUBTOTAL	205.4 199.4	800 736	4.35
K	Light Industrial	27.0 34.2 *		
L	Limited Neighborhood Business	3.6		
	Park	6.4		
	Buffer (not included in other tracts)	5.6		
	TOTAL	250.0		

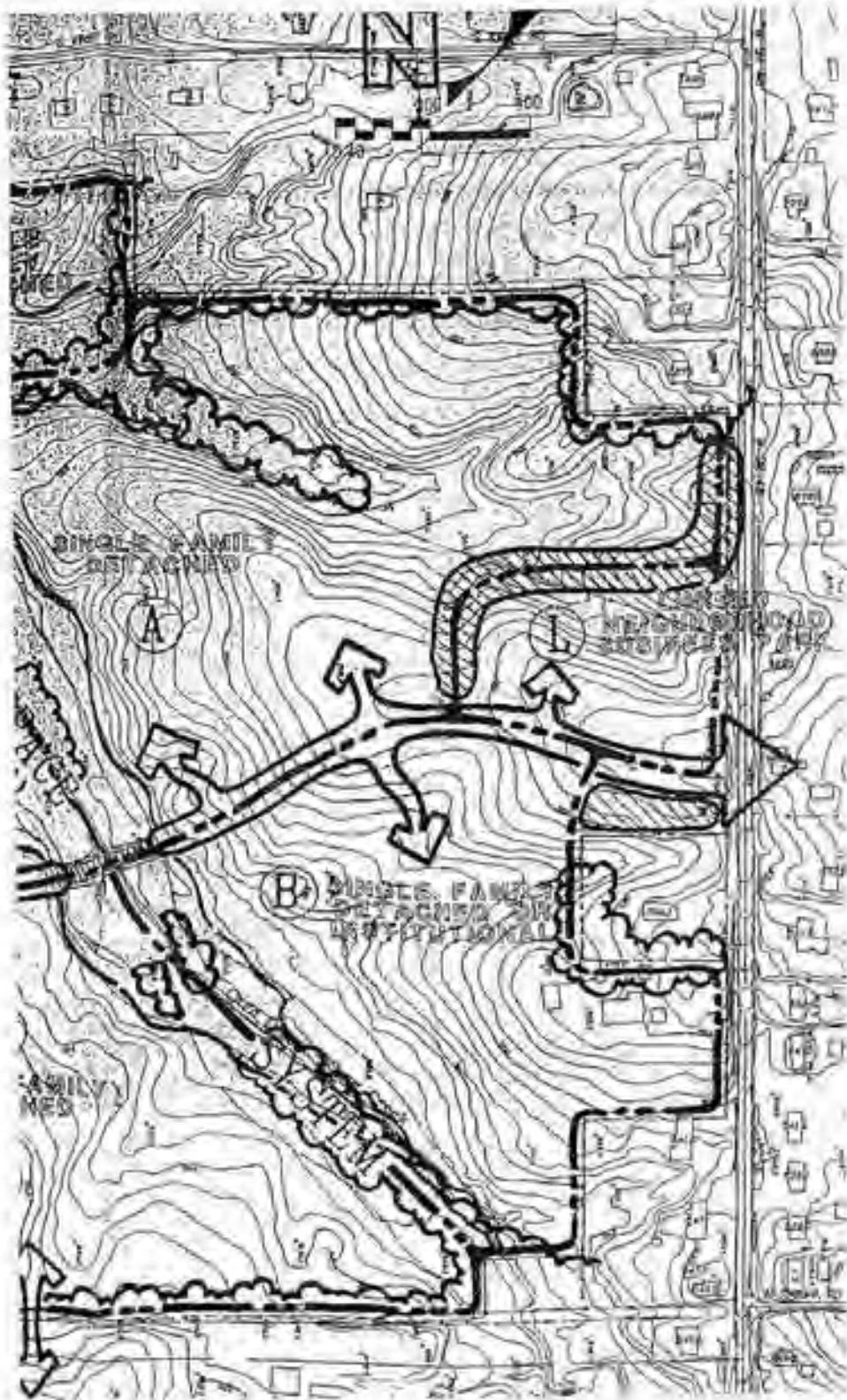
Table 1
Land Use and Density Summary

* INDUSTRIAL AREA WAS
INCREASED AS SUGGESTED
IN PRE-HEARING









Smith Neubecker & Associates, Inc.



Stephen L. Smith, P.E., L.S.
President

Daniel Neubecker, L.S.
Project Manager

October 26, 1994

City of Bloomington Planning Commission
c/o Tim Mueller, Director
P. O. Box 100
Bloomington, IN 47402-0100

RE: Wiley Farm Plan Development

Dear Tim and Plan Commissioners:

Ongoing communications and planning for the Wiley Farm Plan Development since the first public hearing of the Plan Commission have resulted in clarifications and/or updates to two items in the plan. These items are the amount of land allocated to industrial and the commitment on storm water controls.

The industrial area has been expanded eastward to the edge of the old "earth borrow area" and to a grade break that forms somewhat of a natural buffer between the industrial and the residential uses. This change, shown on the amended outline plan drawing, increases the industrial area to 34.2 acres.

Storm water: Further analysis of the storm water detention requirements indicates that a dry basin is appropriate because of the volume of storage necessary. The area will become green space with a storm water easement overlayed. Title to the land will either be with the Home Owners Association or with the County under the control of the County Drainage Board. Further investigation has indicated that the volume of runoff as well as the rate of runoff leaving this site and flowing towards Cave Creek needs to be addressed. Flooding in Cave Creek persists for several days after a large rainfall. This basin will be sized to reduce the volume of runoff during those days following the rainfall event. The water stored will be released after the downstream water has subsided. The basin will be sized to hold a 100-year post-development runoff to the 50-year pre-development rate and volume, the 50-year volume and rate to the 25-year volume and rate, and the 25-year rate to the 10-year volume and rate. Smaller storms will be allowed to flow in their normal fashion. In each of these cases the volume of water would be discharged from the basin at such time as the downstream facilities are able to handle the volume. The details of this design are being developed by Smith Neubecker & Associates, Inc. engineers in coordination with the City Engineering Department and the County Drainage Board. Full details will be developed for development plan stage. An analysis will also be performed at the development plan stage relative to potential karst impacts on the proposed basin.

4920 International Drive
Post Office Box 5055
Bloomington, Indiana 47407-0555
Telephone 317 336-6655
FAX 317 336-6612

63

Smith Neubecker & Associates, Inc.



City of Bloomington Planning Commission
c/o Tim Mueller
October 26, 1994
Page two

The updated outline plan reflects those changes.

Very truly yours,

Stephen L. Smith
SMITH NEUBECKER & ASSOCIATES, INC.

SL:svp

Enclosures

cc: Lynn Coyne
Brett Davis
File #2296

64

EXHIBIT 7: Karst Report

hydrogeology inc.

1211 S Walnut St
Bloomington, IN 47401

Authentic Homes Inc.
Attn: David Jenner
6100 W Cowden Rd
Ellettsville, In 47429

Subject:

**Authentic Homes – Karst Survey
Bloomington, IN**

Date: November 16, 2021

Contact:

Jason Krothe

Phone:

812-219-0210

Email: jnkrothe@hydrogeologyinc.com

Dear Mr. Jenner:

Hydrogeology Inc. (Hydrogeology) respectfully submits this karst report for multiple parcels located on S Kirby Road in Bloomington, IN. The combined parcels are approximately 36-acres (Figure 1).

1 – Overview

The Site is located near the intersection of S Kirby Road and S Fieldstone Blvd in Bloomington, Indiana and is approximately 36-acres (Figure 2). The property currently consists of mostly areas of trees with dense ground vegetation.

2 - Geology / Physiography

The Site is in the Mitchell Plateau physiographic region, which is one of the primary karst forming areas in Indiana. The bedrock at the Site includes the West Baden Group, Paoli Limestone, and Ste. Genevieve Limestone (Hasenmueller, Estell, Keith, and Thompson, 2008) (Figure 3). The West Baden Group consists primarily of shale, mudstone, and sandstone; with important but smaller amounts of limestone (Gray, 1962, table 2 and fig. 4; Gray, 1970, 1986). The Paoli Limestone is primarily limestone with smaller layers of shale and sandstone (Carr, 1986). The Ste. Genevieve Limestone is also primarily limestone with some layers of shale and sandstone (Carr, Rexroad, and Gray, 1986). All three bedrock units at the Site are known to form karst features. No water wells registered with the Indiana Department of Natural Resources (IDNR) were located at the Site.

3 – Sinkholes & Springs

Sinkholes are surface depressions that form in a variety of ways in karst areas (Figure 4). Sinkholes can have a swallow hole, which is an opening in the ground where water infiltrates. Groundwater flow in karst areas is predominantly fracture flow, meaning the bedrock itself has low permeability while the fractures in the bedrock are open conduits that allow water, soil, and other materials to travel quickly through the subsurface. Water that drains into a sinkhole can eventually discharge at a karst spring (Figure 5).

4 – Karst Desktop Review

A review of available karst resources was conducted prior to the field survey. Those resources include United State Geological Survey (USGS) topographic maps, Indiana Map 1-ft LIDAR topographic, karst spring maps, and private cave databases.

5 – Karst Field Survey

Hydrogeology conducted a karst field survey at the Site on November 12 and 16, 2021. The Site was walked at 10-foot transects to locate any karst features. Fifteen sinkholes were identified during the field survey and are described below (Figure 6, Appendix A). Sinkhole dimensions described below are based on 1-ft LIDAR topographic contours. All sinkholes were flagged and should be surveyed.

SH-01 – Sinkhole SH-1 is approximately 30 feet in diameter and 3 feet deep (Photo 1). No bedrock or opening was observed within the sinkhole.

Mitigation Measures: SH-01 should receive a 25-foot Sinkhole Conservancy Area (SCA) based on the Monroe County zoning guidelines. Additionally, erosion and sediment control measures should be installed around the rim of SH-01 prior to land clearing operations and until revegetation has occurred at the Site after construction.

SH-02 – Sinkhole SH-02 is 15 feet long, 7 feet wide, and 3 feet deep (Photo 6). The sinkhole is soil filled with no apparent opening or bedrock.

Mitigation Measures: SH-02 should receive a 25-foot SCA. Additionally, erosion and sediment control measures should be installed around the rim of SH-02 prior to land clearing operations and until revegetation has occurred at the Site after construction.

SH-03 – Sinkhole SH-03 is 50 feet long, 35 feet wide, and 5 feet deep. No bedrock or opening were observed within the sinkhole (Photo 8).

Mitigation Measures: SH-03 should receive a 25-foot SCA. Additionally, erosion and sediment control measures should be installed around the rim of SH-03 prior to land clearing operations and until revegetation has occurred at the Site after construction.

SH-04 – Sinkhole SH-04 is 35 feet in diameter and 6 feet deep (Photos 9 and 10). Some amounts of bedrock are present within the sinkhole, but no surface opening was observed.

Mitigation Measures: SH-04 should receive a 25-foot SCA. Additionally, erosion and sediment control measures should be installed around the rim of SH-04 prior to land clearing operations and until revegetation has occurred at the Site after construction.

SH-05 – Sinkhole SH-05 is 35 feet in diameter and 6 feet deep (Photo 11). Some amounts of bedrock are present within the sinkhole, but no surface opening was observed.

Mitigation Measures: SH-05 should receive a 25-foot SCA. Additionally, erosion and sediment control measures should be installed around the rim of SH-05 prior to land clearing operations and until revegetation has occurred at the Site after construction.

SH-06 – Sinkhole SH-06 is 60 feet long, 40 feet wide, and 7 feet deep (Photos 16 & 17). The sinkhole has two distinct depressions, both with steep sides, soil openings, and bedrock.

Mitigation Measures: SH-06 should receive a 25-foot SCA. Additionally, erosion and sediment control measures should be installed around the rim of SH-06 prior to land clearing operations and until revegetation has occurred at the Site after construction.

SH-07 – Sinkhole SH-07 is 55 feet long, 25 feet wide, and 3 feet deep (Photo 1). The sinkhole is soil filled with no obvious opening or bedrock.

Mitigation Measures: SH-07 should receive a 25-foot SCA. Additionally, erosion and sediment control measures should be installed around the rim of SH-07 prior to land clearing operations and until revegetation has occurred at the Site after construction.

SH-08 – Sinkhole SH-08 is 160 feet long, 100 feet wide, and unknown depth (Photo 20). The sinkhole is currently holding water and the northern side of the sinkhole appears to have been altered to help hold water. Due to the ponded water in this area, it was not possible to determine the physical characteristics of SH-08.

Mitigation Measures: SH-08 should receive a 25-foot SCA. Additionally, erosion and sediment control measures should be installed around the rim of SH-08 prior to land clearing operations and until revegetation has occurred at the Site after construction.

SH-09 – Sinkhole SH-09 is 60 feet long, 35 feet wide, and 4 feet deep (Photos 21 and 22). The sinkhole is soil filled with no obvious opening or bedrock.

Mitigation Measures: SH-09 should receive a 25-foot SCA. Additionally, erosion and sediment control measures should be installed around the rim of SH-09 prior to land clearing operations and until revegetation has occurred at the Site after construction.

SH-10 – Sinkhole SH-10 is 100 feet long, 40 feet wide, and 6 feet deep (Photos 23 and 24). The sinkhole is soil filled with no obvious opening or bedrock.

Mitigation Measures: SH-10 should receive a 25-foot SCA. Additionally, erosion and sediment control measures should be installed around the rim of SH-10 prior to land clearing operations and until revegetation has occurred at the Site after construction.

SH-11 – Sinkhole SH-11 is 65 feet long, 45 feet wide, and 5 feet deep (Photos 25 and 26). The sinkhole is soil filled with no obvious opening or bedrock.

Mitigation Measures: SH-11 should receive a 25-foot SCA. Additionally, erosion and sediment control measures should be installed around the rim of SH-11 prior to land clearing operations and until revegetation has occurred at the Site after construction.

SH-12 – Sinkhole SH-12 is 65 feet long, 55 feet wide, and 8 feet deep (Photos 27 and 28). The sinkhole is soil filled with no obvious opening or bedrock.

Mitigation Measures: SH-12 should receive a 25-foot SCA. Additionally, erosion and sediment control measures should be installed around the rim of SH-12 prior to land clearing operations and until revegetation has occurred at the Site after construction.

SH-13 – Sinkhole SH-13 is 60 feet long, 35 feet wide, and 4 feet deep (Photo 33). The sinkhole is soil filled with no obvious opening or bedrock. Only the western edge of this sinkhole appears to be within the Site.

Mitigation Measures: SH-13 should receive a 25-foot SCA. Additionally, erosion and sediment control measures should be installed around the rim of SH-13 prior to land clearing operations and until revegetation has occurred at the Site after construction.

SH-14 – Sinkhole SH-14 is 4 feet in diameter and 2 feet deep (Photo 37). The sinkhole is soil filled with no obvious opening or bedrock. The sinkhole is located along a south to north orientated drainage axis.

Mitigation Measures: SH-14 should receive a 25-foot SCA. Additionally, erosion and sediment control measures should be installed around the rim of SH-14 prior to land clearing operations and until revegetation has occurred at the Site after construction.

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SH-15 – Sinkhole SH-14 is 5 feet long, 2 feet wide, and 2 feet deep (Photo 38) and situated on the western Site boundary. The sinkhole is located at the base of a limestone outcrop. SH-15 is possibly outside of the property boundary for the Site and its location relative to the property boundary should be confirmed with a survey.

Mitigation Measures: SH-14 should receive a 25-foot SCA. Additionally, erosion and sediment control measures should be installed around the rim of SH-14 prior to land clearing operations and until revegetation has occurred at the Site after construction.

6 – Study Limitations

The identification of karst features at the Site was limited to surface inspection. No subsurface investigations were conducted for this study. Undocumented karst features are possible in the subsurface. Dense vegetation covers most of the Site. Identification of karst surface features can be difficult in areas with dense ground vegetation. Clearing of ground vegetation was not within the scope of work for this survey.

7 – Karst Best Management Practices

The following are karst management practices that should be considered for the Site:

Water Quality

Groundwater recharge in karst areas predominately occurs through sinkholes. Water infiltrates into a sinkhole, then flows along karst conduits and typically discharges to a karst spring. There is minimal filtration of the water throughout this shallow groundwater cycle. Therefore, it is critical to maintain or improve water quality at the Site.

Impacts to water quality at the Site are most likely to occur due to erosion and sediment mobilization during construction. Erosion and sediment control will be critical to preventing water quality impacts. All sinkholes should be protected with appropriate erosion and sediment controls for the duration of construction at the Site.

In addition to these measures a low salt no herbicide/pesticide spray policy should be implemented for the Site.

Drainage Alteration

Alteration of natural drainage patterns can result in the development of new sinkholes, particularly when run-off is concentrated. The drainage plan for the Site should maintain the existing drainage patterns wherever possible and prevent concentrated

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Bloomington, IN 47401

run-off. To prevent development of new sinkholes, detention basins should be lined with an impervious material.

Unknown Karst Features

Previously unknown karst features are possibly present in the subsurface at the Site. If any previously unknown karst feature is identified during development of the Site, the features should be protected with erosion and sediment control measures and inspected by a karst specialist.

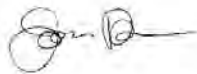
8 – Summary

A desktop review and field survey were conducted at the Site to identify any karst features. Fifteen sinkholes were identified at the Site. All sinkholes should have a 25-ft SCA and be protected with erosion and sediment control measures throughout the entire construction process. The karst field survey was limited to surface inspection with no subsurface investigation. Unknown karst features are possibly present in the subsurface at the Site. Dense vegetation was present over most of the Site, which prevented close ground inspection in those areas. If a previously unknown karst feature is discovered during construction activities the feature should be protected with erosion and sediment control measures and inspected by a karst specialist.

Hydrogeology appreciates the opportunity to provide this summary report. If you have any questions, concerns, or comments please do not hesitate to contact me directly at (812) 219-0210.

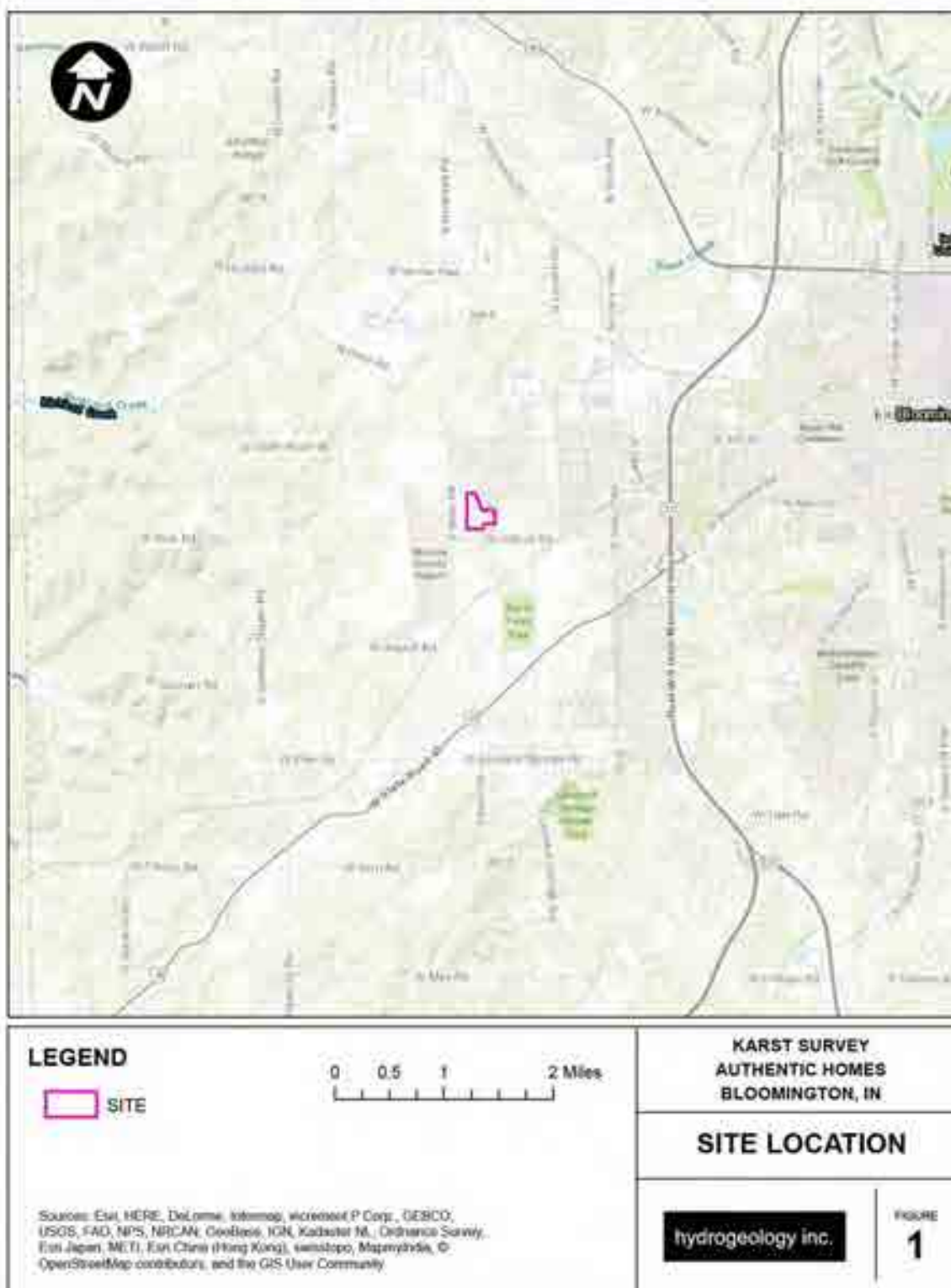
Sincerely,

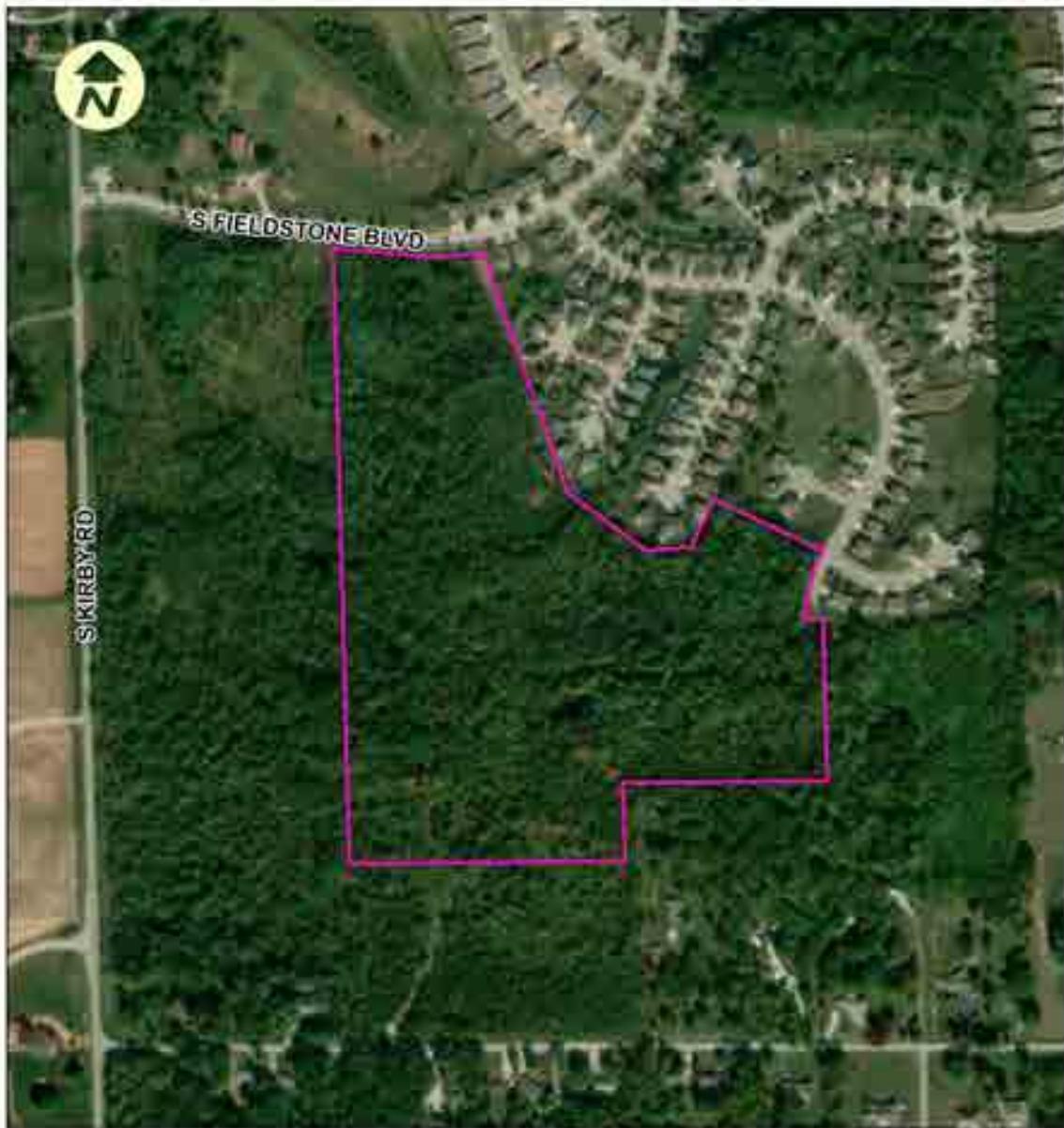
Hydrogeology Inc.



Jason N. Krothe, LPG IN-2511
President







LEGEND

SITE

0 125 250 500 Feet

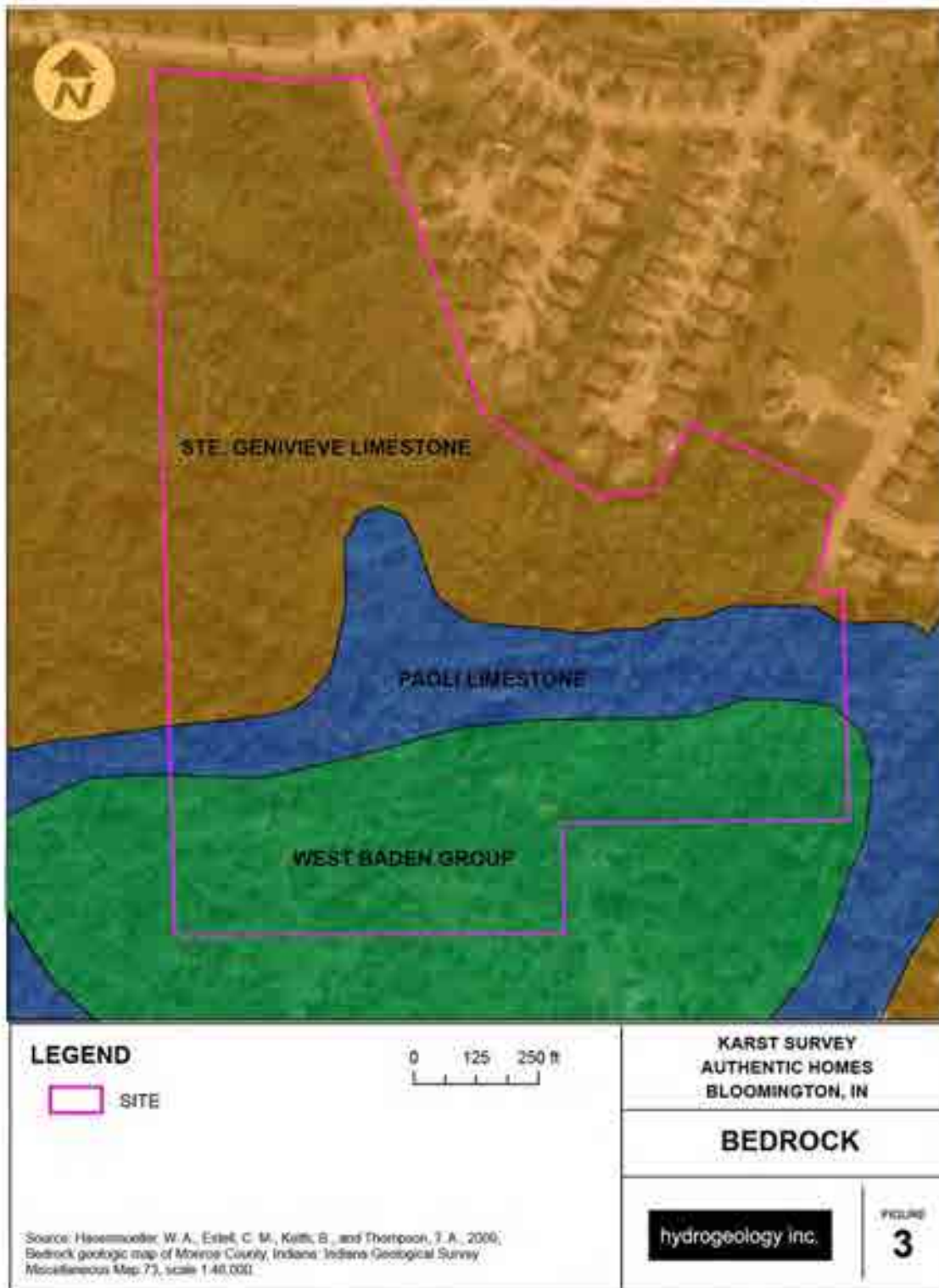
KARST SURVEY
AUTHENTIC HOMES
BLOOMINGTON, IN

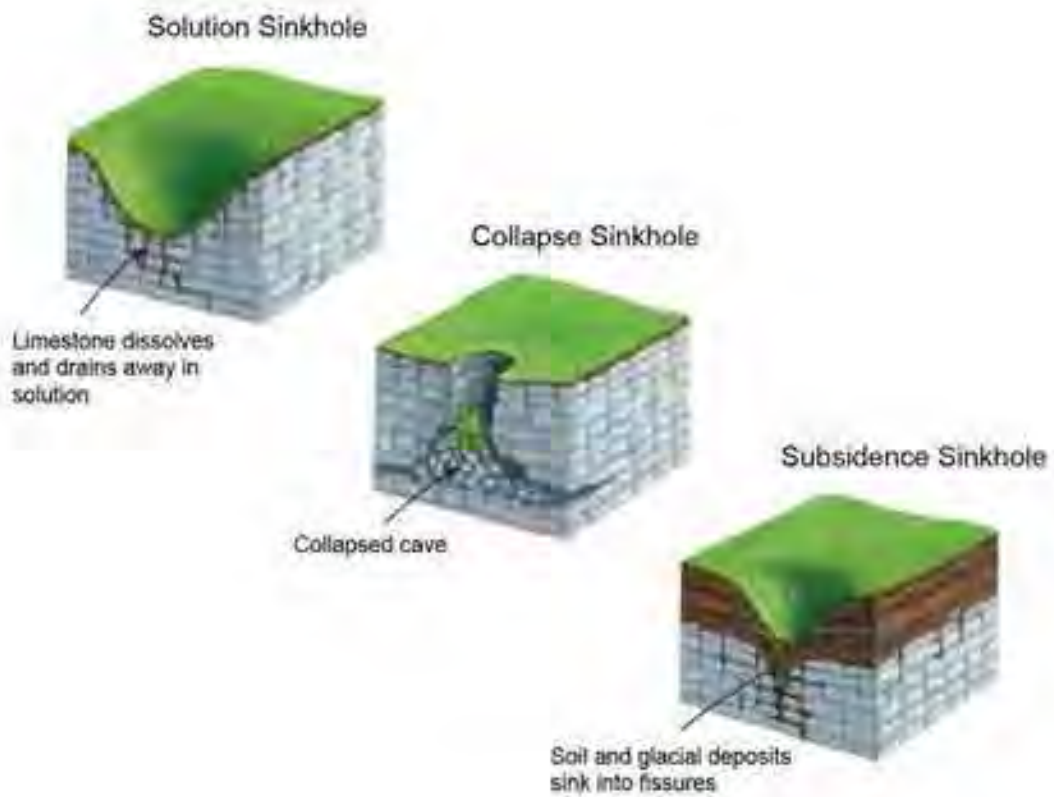
SITE BOUNDARY

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

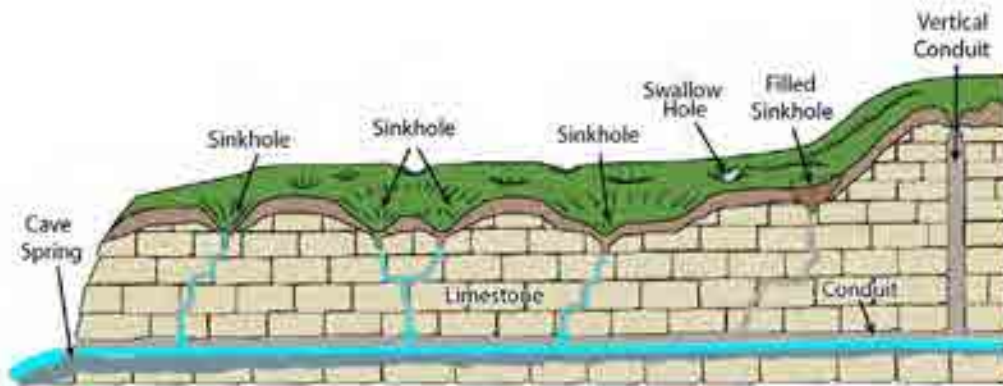
hydrogeology inc.

FIGURE
2






	KARST SURVEY AUTHENTIC HOMES BLOOMINGTON, IN	
	SINKHOLE TYPES	
	hydrogeology inc.	FIGURE 4





	KARST SURVEY AUTHENTIC HOMES BLOOMINGTON, IN	
	CONCEPTUAL KARST CROSS SECTION	
	hydrogeology inc.	FIGURE 5



Photograph Number: 1	
Coordinates (UTM Meters): NA	
Photograph Date: 11-12-21	
Comments: Sinkhole SH 01	
Recommended treatment: 25-foot SCA	

Photograph Number: 2	
Coordinates (UTM Meters): NA	
Photograph Date: 11-12-21	
Comments: Northeast side of the property looking southwest	
Recommended treatment: NA	

<p>Photograph Number: 3.</p>	
<p>Coordinates (UTM Meters): NA.</p>	
<p>Photograph Date: 11-12-21</p>	
<p>Comments: Northeast side of the property looking south.</p>	
<p>Recommended treatment: NA.</p>	
<p>Photograph Number: 4.</p>	
<p>Coordinates (UTM Meters): NA.</p>	
<p>Photograph Date: 11-12-21</p>	
<p>Comments: Northeast side of the property looking southeast.</p>	
<p>Recommended treatment: NA.</p>	

Photograph Number:

5

Coordinates (UTM Meters):

NA

Photograph Date: 11-12-21

Comments:

Northeast side of the property
looking southeast.

Recommended treatment:

NA



Photograph Number:

6

Coordinates (UTM Meters):

NA

Photograph Date: 11-12-21

Comments:


Sinkhole SH-02

Recommended treatment:


25-foot SCA




Photograph Number: 7	
Coordinates (UTM Meters): NA	
Photograph Date: 11-12-21	
Comments: West side of the property looking north.	
Recommended treatment: NA	


Photograph Number: 8	
Coordinates (UTM Meters): NA	
Photograph Date: 11-12-21	
Comments: Sinkhole SH-03.	
Recommended treatment: 25-foot SCA	


Photograph Number: 9	
Coordinates (UTM Meters): NA	
Photograph Date: 11-12-21	
Comments: Sinkhole SH-04.	
Recommended treatment: 25-foot SCA	


Photograph Number: 10	
Coordinates (UTM Meters): NA	
Photograph Date: 11-12-21	
Comments: Sinkhole SH-04.	
Recommended treatment: 25-foot SCA	

<p>Photograph Number: 11</p>	
<p>Coordinates (UTM Meters): NA</p>	
<p>Photograph Date: 11-12-21</p>	
<p>Comments: Sinkhole SI4.05</p>	
<p>Recommended treatment: 25-foot SCA</p>	
<p>Photograph Number: 12</p>	
<p>Coordinates (UTM Meters): NA</p>	
<p>Photograph Date: 11-12-21</p>	
<p>Comments: Northeast side of the property looking southwest.</p>	
<p>Recommended treatment: NA</p>	

Photograph Number: 13	
Coordinates (UTM Meters): NA	
Photograph Date: 11-12-21	
Comments: Center of the property looking southeast.	
Recommended treatment: NA	

Photograph Number: 14	
Coordinates (UTM Meters): NA	
Photograph Date: 11-12-21	
Comments: Center of the property looking southwest.	
Recommended treatment: NA	

Photograph Number: 15	
Coordinates (UTM Meters) NA	
Photograph Date: 11-12-21	
Comments: Center of the property looking southwest.	
Recommended treatment: NA	

Photograph Number: 16	
Coordinates (UTM Meters) NA	
Photograph Date: 11-12-21	
Comments: Sinkhole SH-06.	
Recommended treatment: 25-foot SCA	

Photograph Number: 17
Coordinates (UTM Meters) NA
Photograph Date: 11-12-21
Comments: Sinkhole SH-06.
Recommended treatment: 25-foot SCA



Photograph Number: 18
Coordinates (UTM Meters) NA
Photograph Date: 11-12-21
Comments: Sinkhole SH-07.
Recommended treatment: 25-foot SCA



Photograph Number:
19

Coordinates (UTM Meters):
NA

Photograph Date: 11-12-21

Comments:
South side of the property looking south.

Recommended treatment:
NA



Photograph Number:
20

Coordinates (UTM Meters):
NA


Photograph Date: 11-12-21

Comments:
Sinkhole SH 08.

Recommended treatment:
25-foot SCA



Photograph Number: 21	
Coordinates (UTM Meters) NA	
Photograph Date: 11-12-21	
Comments: Sinkhole SH-09	
Recommended treatment: 25-foot SCA	

Photograph Number: 22	
Coordinates (UTM Meters) NA	
Photograph Date: 11-12-21	
Comments: Sinkhole SH-09	
Recommended treatment: 25-foot SCA	

Photograph Number:
23

Coordinates (UTM Meters):
NA

Photograph Date: 11-12-21

Comments:
Sinkhole SH-10.

Recommended treatment:
25-foot SCA



Photograph Number:
24

Coordinates (UTM Meters):
NA

Photograph Date: 11-12-21

Comments:
Sinkhole SH-10.

Recommended treatment:
25-foot SCA



Photograph Number: 25	
Coordinates (UTM Meters) NA	
Photograph Date: 11-12-21	
Comments: Sinkhole SH-11	
Recommended treatment: 25-foot SCA	

Photograph Number: 26	
Coordinates (UTM Meters) NA	
Photograph Date: 11-12-21	
Comments: Sinkhole SH-11	
Recommended treatment: 25-foot SCA	

Photograph Number:
27

Coordinates (UTM Meters):
NA

Photograph Date: 11-12-21

Comments:
Sinkhole SH-12

Recommended treatment:
25-foot SCA



Photograph Number:
28


Coordinates (UTM Meters):
NA


Photograph Date: 11-12-21


Comments:
Sinkhole SH-12


Recommended treatment:
25-foot SCA



Photograph Number: 29	
Coordinates (UTM Meters) NA	
Photograph Date: 11-12-21	
Comments: Southeast side of the property looking northwest.	
Recommended treatment: NA	


Photograph Number: 30	
Coordinates (UTM Meters) NA	
Photograph Date: 11-12-21	
Comments: South side of the property looking north.	
Recommended treatment: NA	

Photograph Number: 31	
Coordinates (UTM Meters): NA	
Photograph Date: 11-12-21	
Comments: South side of the property looking northeast.	
Recommended treatment: NA	

Photograph Number: 32	
Coordinates (UTM Meters): NA	
Photograph Date: 11-12-21	
Comments: East side of the property looking west.	
Recommended treatment: NA	

Photograph Number: 33	
Coordinates (UTM Meters): NA	
Photograph Date: 11-12-21	
Comments: Sinkhole SH-13.	
Recommended treatment: 25-foot SCA	

Photograph Number: 34	
Coordinates (UTM Meters): NA	
Photograph Date: 11-12-21	
Comments: Northwest side of the property looking southeast.	
Recommended treatment: NA	


Photograph Number: 35	
Coordinates (UTM Meters): NA	
Photograph Date: 11-12-21	
Comments: West side of the property looking east.	
Recommended treatment: NA	

Photograph Number: 36	
Coordinates (UTM Meters): NA	
Photograph Date: 11-12-21	
Comments: West side of the property looking east.	
Recommended treatment: NA	

Photograph Number: 37	
Coordinates (UTM Meters): NA	
Photograph Date: 11-12-21	
Comments: Sinkhole SH-14	
Recommended treatment: 25-foot SCA	


Photograph Number: 38	
Coordinates (UTM Meters): NA	
Photograph Date: 11-12-21	
Comments: Sinkhole SH-15	
Recommended treatment: 25-foot SCA	


Photograph Number: 39	
Coordinates (UTM Meters): NA	
Photograph Date: 11-12-21	
Comments: Southwest side of the property looking northeast.	
Recommended treatment: NA	

Photograph Number: 40	
Coordinates (UTM Meters): NA	
Photograph Date: 11-12-21	
Comments: South side of the property looking south.	
Recommended treatment: NA	

Photograph Number: 41	
Coordinates (UTM Meters): NA	
Photograph Date: 11-12-21	
Comments: Southwest side of the property looking northeast.	
Recommended treatment: NA	

Photograph Number: 42	
Coordinates (UTM Meters): NA	
Photograph Date: 11-12-21	
Comments: South side of the property looking northwest.	
Recommended treatment: NA	

<p>Photograph Number: 43</p>	
<p>Coordinates (UTM Meters): NA</p>	
<p>Photograph Date: 11-12-21</p>	
<p>Comments: Center of the property looking south.</p>	
<p>Recommended treatment: NA</p>	

<p>Photograph Number: 44</p>	
<p>Coordinates (UTM Meters): NA</p>	
<p>Photograph Date: 11-12-21</p>	
<p>Comments: North side of the property looking south.</p>	
<p>Recommended treatment: NA</p>	

Photograph Number: 45	
Coordinates (UTM Meters) NA	
Photograph Date: 11-12-21	
Comments: North side of the property looking southwest.	
Recommended treatment: NA	

Photograph Number: 46	
Coordinates (UTM Meters) NA	
Photograph Date: 11-12-21	
Comments: North side of the property looking south.	
Recommended treatment: NA	

Photograph Number:
47

Coordinates (UTM Meters):
NA

Photograph Date: 11-12-21

Comments:
North side of the property looking south.

Recommended treatment:
NA



Photograph Number:
48

Coordinates (UTM Meters):
NA

Photograph Date: 11-12-21

Comments:
North side of the property looking south.

Recommended treatment:
NA



ORDINANCE # 2023-21a

Fieldstone (Wiley Farm) Outline Plan Amendment Four to Parcels F, G, & I – Road Configuration Amendment

An ordinance to adopt the Fieldstone (Wiley Farm) Outline Plan Amendment Four (Parcels F, G, & I).

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

Whereas, the Board of Commissioners of Monroe County, Indiana passed and adopted a zoning ordinance and zoning maps (collectively "Zoning Ordinance") effective January 1997, which zoning ordinance is incorporated herein; and,

Whereas, certain amendments ("Amendments") to the Zoning Ordinance have been proposed to establish and regulate the Fieldstone Planned Unit Development;

Whereas, the Plan Commission advertised for and conducted a public hearing on the proposed Amendments as petition #PUO-22-2;

Whereas, following the public hearing, the Plan Commission voted to forward the Amendments to the Board of Commissioners with a favorable recommendation;

Whereas, on May 16, 2023 the Plan Commission certified the Amendments and its recommendation thereon to the Board of Commissioners for consideration pursuant to Indiana Code Sections 36-7-4-602 through 605;

Whereas, in accordance with Indiana 5-14-1.5-5, the Board of Commissioners provided public notice of its intention to consider the Amendments during its July 26, 2023 meeting, and accepted public comment on the proposed Amendments during its July 26, 2023 meeting;

Whereas the Board of Commissioners finds that the Amendments, if adopted in ordinance form, would reasonably and efficiently advance the statutorily recognized zoning ordinance purposes, which include, among other purposes, the promotions of the health, safety, morals, convenience, order, and general welfare of the citizens of Monroe County, Indiana and that the Amendments should be adopted;

Whereas the Board of Commissioners finds and confirms that the preparation and/or consideration of the Amendments, both the Board of Commissioners and the Plan Commission gave reasonable regard to: the Comprehensive Land Use Plan of Monroe County, Indiana; current conditions and the character of current structures and uses in each district; the most desirable use for which the land in each district is adapted; the conservation of property values throughout the jurisdiction; and the responsible development and growth;

Whereas petitioner submitted a PUD Amendment Outline Plan and made representations to the Plan Commission pertaining to the use and development of the real estate, which Amendment Outline Plan is made a part of the Plan Commission packet, Exhibit A;

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

Section I:

The Fieldstone (Wiley Farm) Outline Plan Amendment Four (Parcel F, G, & I) will propose a reconfiguration of the proposed road and remove of part of the bufferyard open space of the Fieldstone (Wiley Farm) PUD.

- 1) Traffic and Circulation: The 3rd paragraph under this heading on page 3 of the ordinance document revised to state: *Another local road ~~the secondary collector~~ runs from Kirby Road to Gifford Road. This road is intended to directly serve units and provide an indirect connection to Kirby and Gifford and a good connection to the internal collector roadway. This roadway will be completed in phases that follows the limit and physical extent of the last residential structure or commercial business developed of that phase. For the convenience storage development, the roadway will be built out as shown in Exhibit 3 in the staff report. Further road connectivity will be illustrated by phasing documents to be approved with the preliminary plat subdivision. The routing of this local road shall be designed and finalized by the site engineer to best serve development. Possible routing of roads shown on Exhibit 3 of Staff report of this document but final routing to be designed at time of development and approved by Monroe County Highway Engineer.*
- 2) Open Space: The 4th paragraph under this heading on page 3 of the ordinance document revised to state: *There are numerous other locations on the site with existing vegetation or with steep slopes. These areas are proposed to be used as buffer and transitions between land uses and projects. Proposed local and collector roads to avoid steep slopes and existing vegetation to best extent possible. The routing of local or collector roads shall be designed and finalized by the site engineer to best serve development. Possible routing of roads shown on Exhibit 3 of Staff report of this document but final routing to be designed at time of development and approved by Monroe County Highway Engineer.*

Section II.

The following conditions of approval shall apply to this petition:

1. Petitioner to propose an alternative connection to Bedrock that better avoids the Sinkhole Conservancy Areas
2. Petitioner to revise the proposed impervious cover percentage to discount the road for the residential areas
3. Subject to Drainage Board comments
4. Petitioner to propose language regarding the timing and extent of the road network buildout in coordination with the timing of the proposed future residential development.

5. Petitioner to amend the roadway design to require cul-de-sacs instead of stubs at the end of streets.
6. The remainder for single family lots would have a max. of 40% impervious surface. This would include the road network in the calculation.

Also, The Drainage Board reviewed the petition at the April 5, 2023 Drainage Board meeting and gave the following Conditions of approval:

7. Require release rates based on the critical release rates in accordance with Ch 761.
8. Require monitoring during construction. Monitor water level to make sure the proper release rates.
9. Post construction - monitoring by a 3rd party to ensure basins are functioning properly for the first year, especially after heavy rainfall.
10. Preliminary and Final drainage plan to be reviewed and approved by the Drainage Board
11. Recommendation: Spillway issue to be reviewed by the Engineer. Potentially need off-site improvements for downstream improvements. If it is determined that the off-site improvements are inadequate, may be able to require fixes.
12. In the Stormwater ordinance already: Require as-builts of all detention facilities if approved, the final drainage plan must be approved by the Drainage Board

Section III.

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

Passed and adopted by the Board of Commissioners of Monroe County, Indiana, this 26th day of July, 2023. BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA

“Yes” Votes

“No” Votes

Penny Githens, President

Penny Githens, President

Julie Thomas, Vice President

Julie Thomas, Vice President

Lee Jones

Lee Jones

Attest:
Catherine Smith, Monroe County Auditor

ORDINANCE # 2023-21b

Fieldstone (Wiley Farm) Outline Plan Amendment Four to Parcels F, G, & I – Housing Density Amendment

An ordinance to adopt the Fieldstone (Wiley Farm) Outline Plan Amendment Four (Parcels F, G, & I).

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

Whereas, the Board of Commissioners of Monroe County, Indiana passed and adopted a zoning ordinance and zoning maps (collectively "Zoning Ordinance") effective January 1997, which zoning ordinance is incorporated herein; and,

Whereas, certain amendments ("Amendments") to the Zoning Ordinance have been proposed to establish and regulate the Fieldstone Planned Unit Development;

Whereas, the Plan Commission advertised for and conducted a public hearing on the proposed Amendments as petition #PUO-22-2;

Whereas, following the public hearing, the Plan Commission voted to forward the Amendments to the Board of Commissioners with no recommendation;

Whereas, on May 16, 2023 the Plan Commission certified the Amendments and its recommendation thereon to the Board of Commissioners for consideration pursuant to Indiana Code Sections 36-7-4-602 through 605;

Whereas, in accordance with Indiana 5-14-1.5-5, the Board of Commissioners provided public notice of its intention to consider the Amendments during its July 26, 2023 meeting, and accepted public comment on the proposed Amendments during its July 26, 2023 meeting;

Whereas the Board of Commissioners finds that the Amendments, if adopted in ordinance form, would reasonably and efficiently advance the statutorily recognized zoning ordinance purposes, which include, among other purposes, the promotions of the health, safety, morals, convenience, order, and general welfare of the citizens of Monroe County, Indiana and that the Amendments should be adopted;

Whereas the Board of Commissioners finds and confirms that the preparation and/or consideration of the Amendments, both the Board of Commissioners and the Plan Commission gave reasonable regard to: the Comprehensive Land Use Plan of Monroe County, Indiana; current conditions and the character of current structures and uses in each district; the most desirable use for which the land in each district is adapted; the conservation of property values throughout the jurisdiction; and the responsible development and growth;

Whereas petitioner submitted a PUD Amendment Outline Plan and made representations to the Plan Commission pertaining to the use and development of the real estate, which Amendment Outline Plan is made a part of the Plan Commission packet, Exhibit A;

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

Section I:

The Fieldstone (Wiley Farm) Outline Plan Amendment Four (Parcel F, G, & I) will amend the density allowance of the Fieldstone (Wiley Farm) PUD with regards to Parcel #: 53-09-02-300-081.000-015.

Table 1. Land Use and Density Summary

Tract	Land Use	Approx Size (Acres)	Maximum # Units	Maximum Density
F	High Density Residential Medium Density Residential (without Convenience Storage)	18.4 13.23	184 82	10-6.25 units per acre
F	Medium Density Residential (with Convenience Storage)*	9.89	184 62	10 6.25 units per acre
G	Medium Density Residential	9.2 5.67	56 24 units	8.09 4.23 units per acre
I	Single Family Detached	21.1 10.35	42 11.9 units	1.99 1.15 units per acre

Table 1. Land Use and Density Summary (outside of Parcel #: 53-09-02-300-081.000-015)

<u>Tract</u>	<u>Land Use</u>	<u>Approx Size (Acres)</u>	<u>Maximum # Units</u>	<u>Maximum Density</u>
F	High Density Residential	<u>5.17</u>	184 51.7	10 units per acre
G	Medium Density Residential	9.2 3.53	56 28.5	8.09 units per acre
I	Single Family Detached	21.1 10.75	42 21.4	1.99 units per acre

*If Ordinance 2023-21c is adopted then Tract F with Convenience Storage is adopted

MEMO

TRACT F ~~18.4 acres, located centrally on the site adjacent to the Light Industrial Use, High Density Residential, 184 units, 10 DU/ac. See Table 1~~

LAND USE

RESIDENTIAL

Area D, E, ~~and~~ G, ~~and~~ F are medium density residential and may be attached doubles, triples, quads, townhouses, or small lot detached or attached single family housing. ~~Area F is high~~

~~density residential housing intended to be multi-family buildings with multiple units in each building-See Table 1.~~

DESIGN STANDARDS TABLE

SETBACKS

Medium Density Residential Area F for parcel # 53-09-02-300-081.000-015

Building Front Setback 20 ft

Building Side Least Setback 5 ft

Building Side Combined Setback 10 ft

Rear Yard Setback 15 ft

Minimum Lot Width at Front Yard Setback 40 ft

Section II.

The following conditions of approval shall apply to this petition:

1. Petitioner to designate common areas for all drainage easements when property is subdivided.
2. Petitioner to propose the following minimum design standards for each area:
 - a. Minimum lot width
 - b. Minimum buildable area
3. Petitioner to designate conservation easements around the sinkholes and non-buildable area to preserve wooded areas.

The Drainage Board reviewed the petition at the April 5, 2023 Drainage Board meeting and gave the following Conditions of approval:

1. Require release rates based on the critical release rates in accordance with Ch 761.
2. Required monitoring during construction - water level monitoring to make sure the proper release rates.
3. Post construction - monitoring by a 3rd party to ensure basins are functioning properly for the first year, especially after heavy rainfall.
4. Preliminary and Final drainage plan to be reviewed and approved by the Drainage Board
5. Recommendation: Spillway issue to be reviewed by the Engineer. Potentially need off-site improvements for downstream improvements. If it is determined that the off-site improvements are inadequate, may be able to require fixes.
6. In the Stormwater ordinance already: Require as-builts of all detention facilities.
7. If approved, the final drainage plan must be approved by the Drainage Board

Section III.

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

Passed and adopted by the Board of Commissioners of Monroe County, Indiana, this 26th day of July, 2023.

BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA

“Yes” Votes

“No” Votes

Penny Githens, President

Penny Githens, President

Julie Thomas, Vice President

Julie Thomas, Vice President

Lee Jones

Lee Jones

Attest:
Catherine Smith, Monroe County Auditor

ORDINANCE # 2023-21c

Fieldstone (Wiley Farm) Outline Plan Amendment Four to Parcels F, G, & I – Add “Convenience Storage” use to Parcel F

An ordinance to adopt the Fieldstone (Wiley Farm) Outline Plan Amendment Four (Parcels F, G, & I).

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

Whereas, the Board of Commissioners of Monroe County, Indiana passed and adopted a zoning ordinance and zoning maps (collectively "Zoning Ordinance") effective January 1997, which zoning ordinance is incorporated herein; and,

Whereas, certain amendments ("Amendments") to the Zoning Ordinance have been proposed to establish and regulate the Fieldstone Planned Unit Development;

Whereas, the Plan Commission advertised for and conducted a public hearing on the proposed Amendments as petition #PUO-22-2;

Whereas, following the public hearing, the Plan Commission voted to forward the Amendments to the Board of Commissioners with no recommendation;

Whereas, on May 16, 2023 the Plan Commission certified the Amendments and its recommendation thereon to the Board of Commissioners for consideration pursuant to Indiana Code Sections 36-7-4-602 through 605;

Whereas, in accordance with Indiana 5-14-1.5-5, the Board of Commissioners provided public notice of its intention to consider the Amendments during its July 26, 2023 meeting, and accepted public comment on the proposed Amendments during its July 26, 2023 meeting;

Whereas the Board of Commissioners finds that the Amendments, if adopted in ordinance form, would reasonably and efficiently advance the statutorily recognized zoning ordinance purposes, which include, among other purposes, the promotions of the health, safety, morals, convenience, order, and general welfare of the citizens of Monroe County, Indiana and that the Amendments should be adopted;

Whereas the Board of Commissioners finds and confirms that the preparation and/or consideration of the Amendments, both the Board of Commissioners and the Plan Commission gave reasonable regard to: the Comprehensive Land Use Plan of Monroe County, Indiana; current conditions and the character of current structures and uses in each district; the most desirable use for which the land in each district is adapted; the conservation of property values throughout the jurisdiction; and the responsible development and growth;

Whereas petitioner submitted a PUD Amendment Outline Plan and made representations to the Plan Commission pertaining to the use and development of the real estate, which Amendment Outline Plan is made a part of the Plan Commission packet, Exhibit A;

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

Section I:

The Fieldstone (Wiley Farm) Outline Plan Amendment Four (Parcel F) will add the use ‘convenience storage’ to the Fieldstone (Wiley Farm) PUD. Under Section:

LAND USE BUSINESS

Within Parcel # 53-09-02-300-081.000-015 Tract F that would contain 1 use of “Convenience Storage” on a 3.34 acre portion as shown in Exhibit 3 of the Staff report. **Convenience storage** is defined as *a storage service primarily for personal effects and household goods within an enclosed storage area having individual access, but excluding uses such as workshops, hobby shops, manufacturing or commercial activities, and may include an on-site apartment for a resident manager.*

The following drainage requirements apply to the addition of Convenience Storage use:

1. After further study, they also plan to give the commercial site a maximum of 65% impervious surface. Also, the remainder for single family lots of 26.22 acres would have a max. of 40% impervious surface. This would include the road network in the calculation for the 26.22 acre remainder area.
2. The petitioner would like to commit to treating the entirety of the 3.34 acre convenience storage commercial lot in a pond to meet the post-development critical watershed values. Also, the entire road network to be treated in a pond to meet the post-development critical watershed values.

MEMO

~~TRACT F 18.4 acres, located centrally on the site adjacent to the Light Industrial Use, High Density Residential, 184 units, 10 DU/ac. See Table 1.~~

LAND USE RESIDENTIAL

~~Area F is high density residential housing intended to be multi-family buildings with multiple units in each building. See Table 1.~~

DESIGN STANDARDS TABLE SETBACKS

For Building and Parking for Tract F with Convenience Storage use
Front: 25’ Side: 25’ Rear: 25’ Height: 25

Section II.

The following conditions of approval shall apply to this petition:

1. Subject to Drainage Board comments and compliance with the Stormwater Drainage Ordinance.

The Drainage Board reviewed the petition at the April 5, 2023 Drainage Board meeting and gave the following Conditions of approval:

1. Require release rates based on the critical release rates in accordance with Ch 761.
2. Required monitoring during construction - water level monitoring to make sure the proper release rates.
3. Post construction - monitoring by a 3rd party to ensure basins are functioning properly for the first year, especially after heavy rainfall.
4. Preliminary and Final drainage plan to be reviewed and approved by the Drainage Board
5. Recommendation: Spillway issue to be reviewed by the Engineer. Potentially need off-site improvements for downstream improvements. If it is determined that the off-site improvements are inadequate, may be able to require fixes.
6. In the Stormwater ordinance already: Require as-builts of all detention facilities
7. If approved, the final drainage plan must be approved by the Drainage Board

Section III.

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

Passed and adopted by the Board of Commissioners of Monroe County, Indiana, this 26th day of July, 2023.

BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA

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