



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, August 9, 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 JONES

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 26, 2023

6. APPROVAL OF CLAIMS DOCKET

Accounts Payable – August 9, 2023
Payroll – August 11, 2023

7. REPORTS

None

7

8. NEW BUSINESS

A. CITY GLASS OF BLOOMINGTON, INC SERVICE AGREEMENT

19

Fund Name: Election

Fund Number: 1215

Amount: \$12,500

Presenter: Richard Crider

The narrow trim of the current entry and exit aluminum doors installed at Election Operations are unable to accept exit devices that span the appropriate width of the doors to meet current occupancy requirements. This request is to approve the proposal submitted by City Glass of Bloomington, Inc in the amount of \$12,500 to furnish and install two wide trim aluminum doors on the existing frames with new hinges, electric hardware, thresholds, and sweeps.

The new electric exit devices are the appropriate width, more user friendly and will connect to the software that schedules locking and unlocking times at the facility.

Project funding is pending approval of an additional appropriation in the Election Fund 1215.

B. SECURITY PRO 24/7 MAINTENANCE OF TRAFFIC (MOT) QUOTE

23

Fund Name: 2021 GO Bond

Fund Number: 4814

Amount: Not to exceed \$1,200

Presenter: Richard Crider

A crane will be required to remove the solar array from the roof of the Charlotte Zietlow Justice Center. Partial street and sidewalk closures will be necessary on multiple dates. This request is to approve the quote submitted by Security Pro 24/7 in the minimum amount of \$850 but not to exceed \$1,200 to provide and set up the mandatory traffic equipment for the project. The dollar amount is based off of a 5-12 day service as needed.

C. RATIFICATION OF COVID-19 SUPPLEMENTAL IMMUNIZATION FUNDING

31

Fund Name: Long-Term COVID

Fund Number: 8181

Grant Amount: \$175,252.27

Presenter: Lori Kelley

The Monroe County Health Department has once again been awarded COVID-19 supplemental immunization funding to support the work of the public health clinic. This grant agreement was signed on May 30, 2023.

The grant scope of work is listed in Attachment A on page 10 of the agreement. Required activities include direct vaccination services to all individuals regardless of insurance status, conducting outreach and vaccination to minority and hard to reach populations, conducting school vaccination clinics, conducting at least one exercise or event with emergency preparedness staff in preparation for or in response to a vaccine-preventable disease outbreak, and development of a strategic plan for working with new and existing partners to increase immunization coverage rates.

This grant cycle is July 1, 2023-June 30, 2024. The Health Department does not expect this supplemental funding to continue after June 30, 2024.

D. GRANT FUNDING SUPPORT FOR LOCAL SCHOOLS

48

Fund Number: 8111

Grant 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.

E. IU HEALTH COMMUNITY HEALTH SCHOOL LIAISON SERVICES

63

Fund Name: Crisis CoAg Supplemental Workforce

Fund Number: 8111

Grant Amount: \$65,000

Presenter: Lori Kelley

The Monroe County Health Department is requesting approval of a contract agreement with IU Health Community Health for School Liaison services. The Board of Health voted to approve this agreement on July 20, 2023.

The Crisis CoAg Supplemental Workforce grant will provide the financial support for these services to be contracted. The School Liaison grant is focused on relationship building and school liaison support of all public, private, and parochial schools within the Monroe County jurisdiction. School liaison support, as outlined in the grant agreement includes conducting quarterly county level school meetings, collaboration with schools on student health and wellness initiatives, supporting schools in their communicable disease response plans, and providing emergency preparedness training and support such as Stop the Bleed and Cardiopulmonary Resuscitation (CPR).

This grant award requires at least one School Liaison who has only the duties of School Liaison in their job description. By contracting this service with IU Health Community Health, the School Liaison will be able to work alongside our public health nursing division with establishing and conducting school vaccination clinics, as well as routine health and wellness screenings. The long term vision of the School

Liaison is to be able to work in conjunction with our public health nursing division, which this service agreement will provide.

F. INDIANANA DEPARTMENT OF HEALTH XFR LEAD PAINT ANALYZER AGREEMENT

67

Fund Name: Lead Case Management

Fund Number: 8115

Amount: N/A

Presenter: Lori Kelley

The Monroe County Health Department is requesting approval of an Agreement to use an XRF Lead Paint Analyzer issued from the Indiana Department of Health for lead environmental risk assessments. This agreement would be effective until July 30, 2024.

Monroe County has environmental employees who meet the requirements of being a licensed risk assessor. Indiana Department of Health recently amended the original grant contract to include authorization to use grant reimbursements funds for repair/replacement as needed.

Currently the Health Department conducts environmental lead risk testing using wipes to collect samples that are sent for analysis of lead. Using this device will allow our environmentalists quicker assessment by readouts collected by the machine.

G. MITIGATION PROPERTY NAME

76

Presenter: Kelli Witmer

On 07-26-23, the Monroe County Parks & Recreation Board approved to recommend to BOC to name the mitigation property located at 6175 S. Victor Pike, Bloomington, Indiana: Limestone Greenway Park.

H. COMPUTER SYSTEMS, INC. (CSI) SERVICES & SUPPORT AGREEMENT RENEWAL

80

Fund Name: Identification Security Protection

Fund Number: 1160

Amount: \$9,490 4/years

Presenter: Amy Swain

This is a four-year renewal of our existing agreement with Computer Systems, Inc. (CSI) for redaction services and support.

The software is secure and redacts text containing social security numbers (SSN) in recorded documents by overlaying the space(s) previously occupied by the SSN with a graphical element such as a black rectangle.

Pursuant to IC 36-2-7.5-8 "a county recorder may not disclose a recorded or filed document for public inspection...until the county recorder has: (1) searched the document for a Social Security number; and (2) to the extent practicable, redacted any Social Security numbers contained in the document; using redacting technology."

We are requesting services to be paid from the fund specifically allocated to this purpose.

I. SOTER RS BODY SCANNER EXTENDED WARRANTY RENEWAL

88

Fund Name: Misdemeanant

Fund Number: 1175

Amount: \$8,750

Presenter: Matt Demmings

This extended warranty covers the period of July 1, 2023 - June 30, 2024 for the Soter RS Body Scanner at the Correctional Center. It is utilized to detect contraband prior to admittance into the secure processing portion of the facility. The warranty applies to replacement of warranty parts.

J. RESOLUTION 2023-22; ACCEPTING STATE PUBLIC HEALTH FUNDING 93
Presenter: Jeff Cockerill

Recent State Legislation allows for County Commissioners to opt in for additional funding for public health purposes. This resolution allows the County to access that funding.

K. BRYN MAWR SUBDIVISION ADDED TO ROAD INVENTORY 96
Presenter: Lisa Ridge

The developer, Crossroads Development Group, Inc. of Bryn Mawr Subdivision, has completed the project and request the Monroe County accept the following roadways into Monroe County inventory.

S. Bluebird Spur
E. Bryn Mawr Drive
S. Justin Court

L. INDOT CHANGE ORDER #4, SAMPLE RD, PH II 101
Fund Name: Sample Road, PH II
Fund Number: 8162
Amount: \$32,932
Presenter: Lisa Ridge

Change Order #4 is to cover the cost to increase lime for stabilization of the subgrade for the project.

M. ORDINANCE 2023-20; STARTS REZONE 110
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.

Remonstrance submitted to Planning staff in July has been added to the end of the report.

N. ORDINANCE 2023-21; FIELDSTONE (WILEY FARM) PUD OUTLINE AMENDMENT #4 TO PARCELS F,G, AND I. 147
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.

O. RATIFICATION OF LETTER OF EMPLOYEE COMPENSATION RECOMMENDATION 242
Presenter: Angie Purdie

9. APPOINTMENTS

10. ANNOUNCEMENTS

11. ADJOURNMENT



MONROE COUNTY COMMISSIONERS

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Julie Thomas, Vice President
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COMMISSIONERS' HYBRID MEETING SUMMARY MINUTES Wednesday, July 26, 2023, at 10:00 am Nat U. Hill Meeting Room – 3rd Floor, Courthouse and Zoom Connection

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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 | 10:06 am |
| <hr/> | |
| 2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER THOMAS | 10:07 am |
| <hr/> | |
| 3. DEPARTMENT UPDATES
Health – Lori Kelley
TSD- Greg Crohn
Rural Transit-Chris Myers | 10:07 am |
| <hr/> | |
| 4. PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker)
Thomas Westgard, Monroe County resident | 10:14 am |
| <hr/> | |

5. APPROVAL OF MINUTES

10:19 am

July 19, 2023

Thomas made motion to approve. Jones seconded.

Githens called for a roll call vote.

Cockerill called roll.

Githens, yes

Thomas, yes

Jones, yes

Motion carried 3-0.

6. APPROVAL OF CLAIMS DOCKET

10:21 am

Accounts Payable – July 26, 2023

Payroll – July 28, 2023

Thomas made motion to approve. Jones seconded.

No public comment

Githens called for a roll call vote.

Cockerill called roll.

Githens, yes

Thomas, yes

Jones, yes

Motion carried 3-0.

7. REPORTS

10:22 am

Clerk of Circuit Court – June 2023

Treasurer's – June 2023

Weights and Measurer's – June 16 – July 15, 2023

8. NEW BUSINESS

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

10:22 am

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.

Thomas made a motion to approve. Jones seconded.

No public comment

Githens called for a roll-call vote.

Cockerill called roll.

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

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

10:24 am

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.

Thomas made a motion to approve. Jones seconded.

No public comment

Githens called for a roll-call vote.

Cockerill called roll.

Githens, yes

Thomas, yes

Jones, yes

Motion carried 3-0.

C. ESRI ARCGIS 3 YEAR ENTERPRISE LEVEL AGREEMENT

10:26 am

Fund Name: Cumulative Capital
Fund Number: 1138
Amount: \$263,300
Presenter: Greg Crohn and John Baeten

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.

Thomas made a motion to approve. Jones seconded.

No public comment

Githens called for a roll-call vote.

Cockerill called roll.

Githens, yes

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

D. CDWG CISCO LICENSING AND SERVICE AGREEMENT RENEWAL

10:33 am

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.

Thomas made a motion to approve. Jones seconded.

No public comment

Githens called for a roll-call vote.

Cockerill called roll.

Githens, yes

Thomas, yes

Jones, yes

Motion carried 3-0.

E. GRANT FUNDING SUPPORT FOR LOCAL SCHOOLS

10:35 am

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.

Thomas made a motion to approve. Jones seconded.

Public comment:

Dr. Ryterband, Board of Health member

Thomas made a motion to continue this item until August 9, 2023. Jones seconded.

Githens called for a roll-call vote on continuance.

Cockerill called roll.

Githens, yes

Thomas, yes

Jones, yes

Motion carried 3-0.

**Due to technical issues Commissioner Thomas left the meeting.*

10:46 am

F. BOBCAT OF ELLETTSVILLE SERVICE AGREEMENT

10:46 am

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.

Jones made a motion to approve. Githens seconded.

No public comment.

Githens called for a voice vote.

Githens, yes

Jones, yes

Motion carried 2-0.

G. SPEARS CORPORATION SERVICE AGREEMENT

10:47 am

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.

Jones made a motion to approve. Githens seconded.

No public comment.

Githens called for a voice vote.

Githens, yes

Jones, yes

Motion carried 2-0.

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

10:48 am

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.

Jones made a motion to approve. Githens seconded.

Githens made a motion to allow the Legal Department to proceed with getting the assessed value of the property, to notify adjoining property owners, and to continue this item until the requested information is provided to the Board. Githens also stated that it would not be cost-effective to get two (2) appraisals on this small parcel. Jones seconded.

No public comment

Githens called for a voice vote on the continuance of this item.

Githens, yes

Jones, yes

Motion carried 2-0.

**Cockerill noted that the motion also included instructing the Legal Department to begin the process of utilizing the option as described.*

**Schilling was instructed to take this item off the agenda until the aforementioned procedures were completed.*

I. DLZ REGARDING INITIAL SITE REVIEW AND EVALUATION

10:59 am

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.

Jones made a motion to approve. Githens seconded.

Public comment:

Seth Muchler, Monroe County resident

Githens called for a voice vote.

Githens, yes

Jones, yes

Motion carried 2-0.

J. ORDINANCE 2023-25: AMEND VARIOUS TRAFFIC ORDINANCES

11:04 am

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

Jones made a motion to approve. Githens seconded.

No public comment

Githens called for a voice vote.

Githens, yes

Jones, yes

Motion carried 2-0.

K. INDOT AGREEMENT FOR PEDESTRIAN TRAIL IMPROVEMENTS

11:05 am

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.

Jones made a motion to approve. Githens seconded.

No public comment

Githens called for a voice vote.

Githens, yes

Jones, yes

Motion carried 2-0.

L. CHRISTOPHER B. BURKE ENGINEERING, LLC. SERVICE AGREEMENT

10:07 am

Fund Name: Stormwater

Fund Number: 1197

Amount: \$5,000

Presenter: Lisa Ridge

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.

Jones made a motion to approve. Githens seconded.

No public comment

Githens called for a voice vote.

Githens, yes

Jones, yes

Motion carried 2-0.

Githens moved to remove items "M" and "N" from the agenda and to continue them due to technical issues.

11:09 am

Githens re-opened "Public Comment" as these items were taken off the agenda.

Jones seconded the motion.

Githens asked for a voice vote on the continuance.

Githens, yes

Jones, yes

Motion to continue carried 2-0.

Public comment:

Emily Krejci, Monroe County resident

M. ORDINANCE 2023-20; STARTS REZONE

This item is continued

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

This item is continued

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

11:19 am

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

Blue Ribbon Climate Resiliency Task Force

Scott Smith, Polk Township Trustee

Kelsey Thetonia, MS4 Coordinator

Iris O'Donnell Bellisario, Individual

Greg Grant, Sierra Club

Lee Jones, Monroe County Commissioner

Peter Iversen, Monroe County Council
Haider Attiq, Non-voting ex-officio

Githens called for a voice vote.
Githens, yes
Jones, yes
Motion carried 2-0.

10. ANNOUNCEMENTS

11:21 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.

Next Commissioners’ Meeting is Wednesday, August 9, 2023 at 10:00 am.

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

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	Phone	email
*New Trustee		
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

11:25 am

The summary minutes of the July 26, 2023, Board of Commissioners' meeting were approved on August 9, 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 26, 2023
Nat U. Hill Meeting Room - 3rd Floor, Courthouse and Zoom Connection

Members

Penny Githens, present, in person
Julie Thomas, present, virtual
Lee Jones, present, in person

Staff

Angie Purdie, present, in person
Jeff Cockerill, present, in person

1. Parks Department

Discussion regarding naming the mitigation property at 6175 S. Victor Pike
Kelli Witmer presented this item. Commissioners' recommend bringing this item back to the next work session.

2. Planning Department

Renewal of IU Federal Work-Study Agreement
Anne Crecelius presented this item.
Githens made a motion to approve. Jones seconded.
No public comment
Githens called for a roll-call vote.
Githens, yes
Thomas, yes
Jones, yes
Motion carried 3-0.

3. Fleet and Facilities

Mann Plumbing Inc. storage of MPI Solar

Fund Name: 2021 GO Bond

Fund Number: 4814

Amount: \$37,000

Presenter: Richard Crider

MPI Solar proposal to remove and store the solar photovoltaic system components on the Justice Building roof. The equipment will be temporarily stored at a secure location until it can be rebuilt at the Youth Services Bureau.

Githens made a motion to approve. Jones seconded.

No public comment

Githens called for a roll-call vote.

Githens, yes

Thomas, yes

Jones, yes

Motion carried 3-0.

4. Legal Department

Jeff Cockerill gave an update from the July 25th County Council meeting regarding DLZ.



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 narrow trim of the current entry and exit aluminum doors installed at Election Operations are unable to accept exit devices that span the appropriate width of the doors to meet current occupancy requirements.

This request is to approve the proposal submitted by City Glass of Bloomington, Inc in the amount of \$12,500 to furnish and install two wide trim aluminum doors on the existing frames with new hinges, electric hardware, thresholds and sweeps.

The new electric exit devices are the appropriate width, more user friendly and will connect to the software that schedules locking and unlocking times at the facility.

Project funding is pending approval of an additional appropriation in the Election Fund 1215.

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:

City Glass of Bloomington, Inc.

**719 W. 17th Street
Bloomington, IN 47404
Phone: (812) 336-0138
Fax: (812) 335-7627**

Proposal

**Project: Old Napa Building
To: Richard Crider
Date: June**

City Glass, Inc. hereby submits a quotation to furnish and install the following:

(2) 3'-0" x 7'-0" single aluminum doors installed in existing frames

All Includes:

- Standard dark bronze anodized finish**
- 1" Clear tempered insulated glass**
- Std manufactures continuous hinges, pull, panic bar w/ electric Retraction, power supply and power transfer**
- Threshold and sweep**

Excludes:

- Final cleaning**
- Wiring and interfacing of electric retraction**

Bid: \$12,250.00

Contact Jason Zehr if you have any questions regarding this proposal

ADDENDUM TO City Glass of Bloomington, Inc. AGREEMENT

1. **Worker's Compensation.** City Glass of Bloomington, 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.

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.

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.

City Glass of Bloomington, 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

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

A crane will be required to remove the solar array from the roof of the Charlotte Zietlow Justice Center. Partial street and sidewalk closures will be necessary on multiple dates.

This request is to approve the quote submitted by Security Pro 24/7 in the minimum amount of \$850 but not to exceed \$1,200 to provide and set up the mandatory traffic equipment for the project. The dollar amount is based off of a 5-12 day service as needed.

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:

ADDENDUM TO Security Pro 24/7., Inc AGREEMENT

1. **Worker's Compensation.** Security Pro 24/7 ("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.

Security Pro 24/7
"Contractor"

Board of Commissioners of Monroe County
"Board"

by

Date _____

ATTEST: _____, 2022

Catherine Smith, Auditor



Security Pro 24/7 MOT Quote
Monroe County Justice Building
301 N College Ave Bloomington IN

Richard Crider
rcrider@co.monroe.in.us
812-235-9824

James Witmer
Corporate Director of Client Partnership and Development

Security Pro 24/7

Security Pro was formed in 2017. We are the largest private security company in this region with corporate headquarters based in Bloomington IN. and have approximately 500 flex and active employees. We are a full-service private security company providing.

- Armed and Unarmed Guards
- Traffic Control Services
- Off Duty Police
- Fire Watch Services
- Event Security
- Mobile Patrols
- Alarm Response

Management Team and Experience:

- Aaron Waltz (Vice President) - 15 years as a Federal Police officer with NSWC Crane, and current reserve police officer
- Steven Hinds (Director of Operations) - 10 years as a security officer and 12 years as owner of Hinds Security LLC. Current reserve police officer
- James Witmer (Director of Client Partnerships and Development) – 30 Years law enforcement. BA degree from IU Bloomington in Criminal Justice (graduated 1990)
- Mike Ross (President) – Most relevant experience 25 years former owner of Employment Plus. That experience included hiring over 50,000 employees annually for over 15,000 organizations in over 20 states. Employment Plus was an industry leader winning many awards including, 16 times best place to work awards, 6 times US Fastest Growing, and 3 times Toyota North America Supplier of the Year

Trained in Safety

Security Pro 24/7 traffic employees are certified in American Traffic Safety Services Association (ATSSA) in traffic control, temporary traffic control devices, and site set-up.



Equipment

All Security Pro 24/7 officers wear uniforms that are highly visible and recognizable.

If requested, officers can wear body worn cameras, or other specialized equipment.

All Security Pro 24/7 vehicles are fully marked and equipped with flashing caution lighting (yellow and white) for traffic details, pedestrian safety, or ingress and egress locations.

All barricades, barrels, and signage are approved for use in all traffic settings from rural roads to interstates.





Price Quote Monroe County Govt

Item	INDOT Item #	Description	Quantity	Rate	Total Price
2	Non-INDOT 2	Sidewalk Closed Signs	4	Daily	\$100
3	Non-INDOT 3	Road Closed Signs	2	Daily	\$50
4	Non-INDOT 4	Type III Barricades	4	Daily	\$100
6	Non-INDOT 6	Initial Setup and Pickup	8	Labor	\$400
7	Non-INDOT 7	Removal and Setup	2	Labor	\$200
				TOTAL	\$850.00

- Price includes setup and teardown.
- Quote based on 5 day project. Additional days charged \$50 per day
- Payment terms are net 30 days after receipt of invoice.

Road will be closed for 1 day for crane work. MOT will be removed after crane leaves. MOT will be returned to the roadway when the crane returns. MOT will be removed from site when crane leaves.





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 Health Department has once again been awarded COVID-19 supplemental immunization funding to support the work of the public health clinic. This grant agreement was signed on May 30, 2023.

The grant scope of work is listed in Attachment A on page 10 of the agreement. Required activities include direct vaccination services to all individuals regardless of insurance status, conducting outreach and vaccination to minority and hard to reach populations, conducting school vaccination clinics, conducting at least one exercise or event with emergency preparedness staff in preparation for or in response to a vaccine-preventable disease outbreak, and development of a strategic plan for working with new and existing partners to increase immunization coverage rates.

This grant cycle is July 1, 2023-June 30, 2024. The Health Department does not expect this supplemental funding to continue after June 30, 2024.

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	Department of Health and Human Serv	Federal Program	Immunization Cooperative Agreements
CFDA#	93.268	Federal Award Number and Year (or other ID)	NH23IP922631
Pass Through Entity:	Indiana Department of Health		
Request completed by:	Lori Kelley		

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

GRANT AGREEMENT

Contract #0000000000000000000073668

This Grant Agreement ("Grant Agreement"), entered into by and between Indiana Department of Health (the "State") and **MONROE COUNTY BOARD OF COMMISSIONERS** (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of **\$175,252.27** (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Attachments A and B** of this Grant Agreement, which are incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with **Indiana Code § 16-19-3-1** establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

If Federal Funds: Program Name per Catalog of Federal Domestic Assistance (CFDA):
Immunization and Vaccines for Children- COVID-19

CFDA # 93.268

If State Funds: Program Title _____

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

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

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with **Attachment A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a **quarterly** basis and shall contain such detail of progress or performance on the Project as is requested by the State.

4. Term. This Grant Agreement commences on **July 01, 2023** and shall remain in effect through **June 30, 2024**. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

5. Grant Funding.

A. The State shall fund this Grant in the amount of **\$175,252.27**. The approved Project Budget is set forth as **Attachment B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

B. The disbursement of Grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

C. The funds provided through this Grant are to be used to supplement and not supplant any other appropriations, including local appropriations, made for the same purpose. These funds are being provided to the Grantee to carry out the specific work described herein and are not to be used except as authorized in this Grant Agreement. If the Grantee is a local unit of government, the Grantee shall provide a report back to the State documenting that the appropriate local governing body has appropriated this funding in addition to any existing appropriations.

6. Payment of Claims.

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.

C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. Claims shall be submitted to the State within twenty (20) calendar days following the end of the month in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than thirty (30) calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within sixty (60) calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis only, unless otherwise specified in **Attachment A** or **B**. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and

not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Attachment A**, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Attachment B** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.331, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, <https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>. Guidelines for filing the annual report are included in Attachment C (Guidelines for Non-governmental Entities).

9. Compliance with Laws.

A. The Grantee 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 thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee 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 Grantee 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**

Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement. If the Grantee is not familiar with these ethical requirements, the Grantee 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 Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

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

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

(i) IC § 24-4.7 [Telephone Solicitation Of Consumers];

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

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

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

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

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

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

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

10. Debarment and Suspension.

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

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

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

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

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take

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

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

12. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

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

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

13. Funding Cancellation. 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 performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Governing Law. This Grant Agreement 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.

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

16. Insurance. The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

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

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

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

18. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Indiana Department of Health
ATTN: Contract and Audit Section
2 North Meridian Street, Section 2-C
Indianapolis, IN 46204
E-mail: IDOHcontracts@health.in.gov

B. Notices to the Grantee shall be sent to:

Administrator
Monroe County Health Department
119 West 7th Street
Bloomington, Indiana 47404
E-mail: lkelly@co.monroe.in.us

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 24, below, (2) this Grant Agreement, (3) Attachments prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) Attachments prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record. The Grantee acknowledges that the State will not treat this Grant as containing confidential information, and the State will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

22. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the

State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

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

24. Federal and State Third-Party Contract Provisions. If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with the federal provisions attached as **Attachment C** and incorporated fully herein.

25. Provision Applicable to Grants with tax-funded State Educational Institutions:
"Separateness" of the Parties. Deleted as not applicable.

26. HIPAA Compliance. If this Grant Agreement involves services, activities, or products subject to the Health Insurance Portability Act of 1996 (HIPAA), the Grantee covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

27. Amendments. No alteration or variation of the terms of this Grant shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Any alterations or amendments, except a change between budget categories, which requires the prior written consent of a duly authorized representative of the State, shall be subject to the contract approval procedure of the State.

28. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2022 SCM Template*) in any way except as follows:

Amendments -added

Grant Funding-modified

HIPAA Compliance-added

Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties -Deleted

Non-Collusion, Acceptance

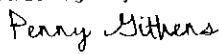
The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement 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 Grant, the Grantee 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 Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.


MONROE COUNTY BOARD OF COMMISSIONERS

By: 
1E0F5FF84AC446B...

Title: President- Penny Githens

Date: 5/30/2023 | 11:06 EDT

Indiana Department of Health

By: 
FD195E4E7AF9428...

Title: IDOH Chief of Staff

Date: 5/30/2023 | 23:21 EDT

Electronically Approved by: Department of Administration By: _____ (for) Rebecca Holwerda, Commissioner	
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Theodore E Rokita, Attorney General

Attachment A

Monroe County Health Department

Local Health Department Immunization Grant Scope of Work

The Monroe County Health Department will conduct the following activities:

- Promote all vaccines recommended by the Advisory Committee on Immunization Practices (ACIP)
- Provide direct vaccination services to in accordance with ACIP recommendations to all individuals regardless of insurance status to meet the needs of your jurisdiction.
- Conduct outreach and vaccination of all ACIP recommended vaccines to minority and hard to reach populations.
- Employ or partner with Community Health Workers to reach vulnerable and underserved populations in their jurisdictions.
- Conduct school site vaccination clinics that meet the vaccination needs in your jurisdiction.
- Report data on all administered vaccines in the state Immunization Information System, CHIRP.
- Conduct at least one consumer access promotion activity to raise awareness and increase participation.
- Conduct at least one quality assurance activity to review and improve the quality of data being submitted to the Indiana immunization registry.
- ☒ Conduct at least one exercise or event with emergency preparedness staff in preparation for or in response to a vaccine-preventable disease outbreak.
- Develop and implement a partner engagement strategy plan that describes how they will work with new and existing partners to increase immunization coverage rates.
- Submit quarterly and annual reports in a format prescribed by the Indiana Department of Health.
- Submit invoices and required documentation monthly.

Attachment B

Monroe County Health Department
Local Health Department Immunization Grant Budget

Budget Category	Amount
Personnel	\$78863.52
Travel	\$8762.61
Supplies	\$29792.89
Equipment	\$8762.61
Contractual	\$40308.03
Other	\$8762.61
Total	\$175,252.27

Attachment C: Federal Funding

Federal Agency: Department of Health and Human Services

CFDA Number: 93.268

Award Number: NH23IP922631

Award Name: Immunization Cooperative Agreements

1) Incorporation

This award is based on the application, as approved, the Indiana Department of Health (IDOH) submitted to the Department of Health and Human Services relating to the program and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a) The grant program legislation and program regulation by statutory authority as provided for this program and all other referenced codes and regulations.
- b) 2 CFR Subtitle A, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c) The HHS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period. (Parts I through III of the HHS GPS are currently available at <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>.)

The Contractor or Grantee (as defined in the Contract or Grant Agreement) must comply with all terms and conditions outlined in the grant award, including grant policy terms and conditions contained in applicable Grant Policy Statements; requirements imposed by program statutes and regulations and grant administration regulations, as applicable; and any regulations or limitations in any applicable appropriations acts.

2) Anti-kickback Statute

The Contractor or Grantee is subject to the anti-kickback statute and should be cognizant of the risk of criminal and administrative liability under this statute, 42 U.S.C. § 1320a-7b(b).

3) Victims of Trafficking and Violence Protection Act

The Contractor or Grantee is subject to the requirements of Section 106(g) of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 U.S.C. § 7104).

4) Accessibility of Services

Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), and any provisions required by the implementing regulations of the Federal Agency providing the funds. Resources are available at <http://www.justice.gov/crt/about/cor/coord/titlevi.php>.

Executive Order 13166 requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency have meaningful access to services. Resources are available at <http://www.lep.gov/13166/eo13166.html>.

5) Federal Information Security Management Act (FISMA)

The Contractor or Grantee must protect all information systems, electronic or hard copy which contains federal data from unauthorized access. Congress and the Office of Management and

Budget (OMB) have instituted laws, policies, and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. Resources are available at <http://csrc.nist.gov/groups/SMA/fisma/index.html>.

6) Registration Requirements

The Contractor or Grantee must register in the System for Award Management (SAM) and maintain the registration with current information. Additional information about registration procedures may be found at www.sam.gov. The entity must maintain the accuracy and currency of its information in SAM at all times during which the entity has an active award unless the entity is exempt from this requirement under 2 CFR Subtitle A, Chapter II, Part 200. Additionally, the entity must review and update the information at least annually after the initial registration.

7) Non-Delinquency on Federal Debt

Contractor or Grantee is subject to the Federal Debt Collection Procedures Act of 1990, 28 U.S.C. § 3201(e), which imposes restrictions on the transfer of federal funds to persons or entities owing a debt to the United States.

8) Federal Funds Disclosure Requirements

Any of the entity's statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs supported in whole or in part by federal funds must state a) the percentage of the total costs of the program or project with federal financing; b) the amount of federal funds for the project or program; and c) the percentage and dollar amount of the total costs of the project or program financed by nongovernmental sources. "Nongovernmental sources" means sources other than state and local governments and federally recognized Indian tribes.

Publications, journal articles, etc. produced under a grant support project must bear an acknowledgment and disclaimer, as appropriate, for example:

This publication (journal article, etc.) was supported by the Immunization Cooperative Agreements from Department of Health and Human Services. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department of Health and Human Services.

9) Equipment and Products

To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made. 2 CFR Subtitle A, Chapter II, Part 200.33 and 200.313 defines equipment as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.

The grantee may use its own property management standards and procedures provided it observes provisions of the relevant sections in the Office of Management and Budget (OMB) 2 CFR Subtitle A, Chapter II, Part 200.500-520.

10) Federal Funding Accountability and Transparency Act (FFATA)

In order for IDOH to comply with federal reporting requirements, Contractor or Grantee must complete, in its entirety, titled Transparency Reporting Subawardee Questionnaire. If the pre-populated information in the form regarding Contractor or Grantee is incorrect, Contractor or Grantee should strike the incorrect information and enter the correct information. IDOH will send this form in a separate e-mail.

11) Federal Lobbying Requirements

- a) The Contractor certifies that to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, contract, loan, or cooperative agreement, the Contractor shall complete and submit "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c) The Contractor shall require that the language of subparagraphs A) and B) be included in the language of all subcontracts and that all subcontractors shall certify and disclose accordingly.

For more information, please contact the IDOH Division of Finance.

Attachment D

Annual Financial Report for Non-governmental Entities

Guidelines for filing the annual financial report:

1. Filing an annual financial report called an Entity Annual Report (E-1) is required by IC 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
 - a. There is no filing fee to do this.
 - b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
 - c. The E-1 electronic submission site is found at <https://gateway.ifonline.org/login.aspx>
 - d. The Gateway User Guide is found at <https://gateway.ifonline.org/userguides/E1guide>
 - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
 - f. Login credentials for filing the E-1 and additional information can be obtained using the notforprofit@sboa.in.gov email address.
2. A tutorial on completing Form E-1 online is available at https://www.youtube.com/watch?time_continue=87&v=nPpgtPcdUcs
3. Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.



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 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):

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:

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
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HVAC ESTIMATE	\$9,282.00
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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

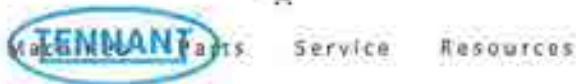
600 S. Edgewood Dr. • Ellettsville, IN 47429

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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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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**

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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

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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

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

BOARD OF SCHOOL TRUSTEES

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Ms. Erin Coopeiman, Secretary
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Ms. Erin Wyatt, Member

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Dr. Deb Prenkert, Asst. Supt. of Elementary Education
Dr. Erin Stalbaum, Asst. Supt. of Prof. Learning & Hlth
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 08/02/23

Formal ☒

Work session ☐

Department Health

Title to appear on Agenda: Approval of Contract Agreement with IU Health Community Health for School Liaison Services

Vendor #

Executive Summary:

The Monroe County Health Department is requesting approval of a contract agreement with IU Health Community Health for School Liaison services. The Board of Health voted to approve this agreement on July 20, 2023.

The Crisis CoAg Supplemental Workforce grant will provide the financial support for these services to be contracted. The School Liaison grant is focused on relationship building and school liaison support of all public, private, and parochial schools within the Monroe County jurisdiction. School liaison support, as outlined in the grant agreement includes conducting quarterly county level school meetings, collaboration with schools on student health and wellness initiatives, supporting schools in their communicable disease response plans, and providing emergency preparedness training and support such as Stop the Bleed and Cardiopulmonary Resuscitation (CPR).

This grant award requires at least one School Liaison who has only the duties of School Liaison in their job description. By contracting this service with IU Health Community Health, the School Liaison will be able to work alongside our public health nursing division with establishing and conducting school vaccination clinics, as well as routine health and wellness screenings. The long term vision of the School Liaison is to be able to work in conjunction with our public health nursing division, which this service agreement will provide.

Fund Name(s):

Crisis CoAg Supplemental Workforce

Fund Number(s):

8111

Amount(s)

\$65,000.00

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

Monroe County Board of Commissioners Agenda Request - Grant

REQUIRED

Federal Agency	Department of Health and Human Serv	Federal Program	Workforce Development
CFDA#	93.354	Federal Award Number and Year (or other ID)	Enhancing Detection
Pass Through Entity:	Indiana Department of Health		
Request completed by:	Lori Kelley		

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

AGREEMENT FOR COORDINATED SCHOOL HEALTH SERVICES

GRANT CYCLE JULY 1, 2023- JUNE 30, 2024

An agreement between the Monroe County Board of Health (MCBOH), 119 W 7th Street, Bloomington, Indiana and IU Health Bloomington, Community Health 333 E. Miller Drive, Bloomington, Indiana (a not-for-profit agency) for the grant period of July 1, 2023 to June 30, 2024.

Whereas IU Health Bloomington Community Health

This Agreement is hereby established whereby the following commitments shall be made and services will be provided consisting of the following:

COMMITMENTS TO BE MADE BY THE PARTIES

- I. IU Health Community Health will provide a school health liaison to perform as an extension of the Monroe County Health Department for all public, private and charter K-12 schools in Monroe County. Services may include direct services to public schools with the availability of consultation and resource to charter and private schools. The school health liaison will perform program duties as outlined by Monroe County Health Department and shall only have the duties of school liaison in their job description.
- II. IU Health Community Health will provide REDCap documentation to Monroe County Health Department for invoicing on a quarterly basis, as required by the grant contract, for submission to IDOH.
- III. School Liaison will work with the Monroe County Public Health Clinic nursing staff, Indiana Department of Health School Nurses Consultant and Epidemiology and Preparedness Field staff to support schools in activities such as vaccine clinics.
- IV. School Liaison will meet with school representatives to ensure open communication and understanding of the program and will report back to the local health department. School Liaison will promote the Monroe County Health Department mission and values in all work with local schools.
- V. School Liaison will conduct county level school meetings on a quarterly basis with school nurse leaders and/or administrators.
- VI. School Liaison will provide monthly reports to the Monroe County Health Administrator detailing work performance and activities.
- VII. Other duties will include:
 - a. Attend biannual information session with IDOH staff.
 - b. Collaborate with schools on student health and wellness initiatives and identify opportunities for additional support.
 - c. Provide education related to communicable diseases and best practices.
 - d. Provide feedback to LHD and IDOH on activities including a quarterly report and reporting direct services to REDCap.
 - e. Conduct a school needs assessment
 - f. Support schools in communicable disease response plans.
 - g. Coordinate, assist and ensure that schools with the jurisdiction have completed code driven requirements related to student health in Indiana.
 - h. Vision, dental and hearing screenings at school

- i. Immunization clinics should be offered at least once each semester to provide access to the required immunizations.
- j. Provide hands-on support in the school when supporting OR coordinating initiatives.
- k. Continue and sustain best practices and initiatives through this work.

Compensation shall be paid to IU Health Community Health in the amount of \$65,000.00 for the twelve-month period. This compensation shall be available in quarterly payments. Within thirty days after the termination of this agreement, IU Health Community Health shall submit a written report documenting the services provided with the Agreement's calendar year; and with ninety days after the termination of this Agreement, a written report documenting the net cost of the services performed. Agreement can be terminated by either party with a sixty-day notice.

Monroe County Board of Health

IU Health Bloomington Community Health

Brian Shockney, President

Date signed

Date signed

Approved:

Monroe County Board of Commissioners

Monroe County Health Officer

Penny Githens, President

Philip Clark Brittain, D.O.

Julie Thomas, Vice President

Lee Jones, Commissioner



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 Health Department is requesting approval of an Agreement to use an XRF Lead Paint Analyzer issued from the Indiana Department of Health for lead environmental risk assessments. This agreement would be effective until July 30, 2024.

Monroe County has environmental employees who meet the requirements of being a licensed risk assessor. Indiana Department of Health recently amended the original grant contract to include authorization to use grant reimbursements funds for repair/replacement as needed.

Currently the Health Department conducts environmental lead risk testing using wipes to collect samples that are sent for analysis of lead. Using this device will allow our environmentalists quicker assessment by readouts collected by the machine.

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:

This Agreement is entered into by and between the Indiana Department of Health (“IDOH”) and Monroe County Public Health Department (“Monroe County”). In consideration of those mutual undertakings, the parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to enter into an agreement between IDOH and Monroe County for IDOH to loan Monroe County one (1) SciAps XRF Lead Paint Analyzer and all associated accessories. IDOH’s Lead and Healthy Homes Division acquired XRFs to loan to local health departments at no cost so that local health departments can test for lead during home assessments.

2. PROVISIONS

IDOH shall:

- A. Loan one XRF’s, Serial Number 01352 to Monroe County.

Monroe County shall:

- A. Keep the equipment in a secure location.
- B. Ensure that there is a licensed risk assessor available to use the XRF.
- C. Ensure that only the county risk assessor employed by, or under contract with the County, uses or accesses the XRF.
- D. Notify IDOH within one week if the County health department does not have a risk assessor plan to engage a replacement risk assessor within a reasonable timeframe.
- E. Repair or replace the XRF if lost or damaged.
- F. Enforce safety measures and provide any necessary safety equipment for the use of the XRF.

Monroe County Risk Assessor: Simeon Baker
Risk Assessor License No. IN0326043

3. TERM OF AGREEMENT

This Agreement shall become effective on the date that last signature is received and shall end July 30, 2024. The Agreement may be extended at IDOH’s discretion.

4. AMENDMENTS

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

5. NOTICE TO PARTIES

Where written notice is required under this Agreement, it shall be provided to the following agency contacts:

a. Notices to Monroe County shall be sent to:

Monroe County Public Health Department
119 W 7th Street
Bloomington, IN 47404
Attn: Lori Kelley Office
(812) 349-2068
Fax (812) 349-7346
lkelly@co.monroe.in.us

b. Notices to IDOH shall be sent to:

Katie Etter, Program Manager, Phone No.: (317) 233-1294
Email: ketter@health.in.gov

6. TERMINATION

Either party may terminate this Agreement at any time for any reason by notifying the other party in writing. If this agreement is terminated for any reason, the parties will proceed as if this agreement had expired on its own terms.

In Witness Whereof, the Indiana Department of Health and the Monroe County Health Department have, through their duly authorized representatives, entered this Memorandum. The parties, having read and understood the foregoing terms of this Memorandum, do by their respective signatures dated below agree to the terms thereof.

Indiana Department of Health

Monroe County Public Health Department

DATE: _____

DATE: _____

Print Name: Paul Krievins
Division Director, Lead & Healthy Homes

Dr. Stephen Pritchard,
President/ Board of Health

DATE: _____

Penny Githens
President/Commissioner
Monroe County Public Health Department

AMENDMENT #1
CONTRACT #0000000000000000000064295

This is an Amendment to the Grant Agreement (the "Grant") entered into by and between the Indiana Department of Health (the "State") and **MONROE COUNTY BOARD OF COMMISSIONERS** (the "Grantee") approved by the last State signatory on October 17, 2022.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

The Grant is hereby amended as follows:

1. This amendment modifies the scope of work and incorporates **Attachment A-1** attached hereto, made a part hereof and incorporated by reference as part of this Grant Agreement.
2. There are no changes to the term or consideration.

All matters set forth in the original Grant and not affected by this Amendment shall remain in full force and effect.

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment 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 Amendment, the Grantee 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 Amendment by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Amendment to the State of Indiana. I understand that my signing and submitting this Amendment in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Amendment and this affirmation. I understand and agree that by electronically signing and submitting this Amendment in this fashion I am affirming to the truth of the information contained therein. I understand that this Amendment 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 Grantee and the State have, through their duly authorized representatives, entered into this Amendment. The parties, having read and understood the foregoing terms of this Amendment, do by their respective signatures dated below agree to the terms thereof.


MONROE COUNTY BOARD OF COMMISSIONERS

By: 
1E0F5FF84AC4468...

Title: President- Penny Githens

Date: 5/30/2023 | 11:06 EDT

Indiana Department of Health

By: 
FD195E4E7AF9428...

Title: IDOH Chief of Staff

Date: 5/30/2023 | 23:22 EDT

Electronically Approved by: Department of Administration By: _____ (for) Rebecca Holw erda, Commissioner	
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Theodore E Rokita, Attorney General

Attachment A-1

Contract Amount: \$49,751.50

Grantee Name: Monroe County Health Department

Length of Contract: 7/1/2022 – 6/30/2024

Division: Health Innovation Partnerships and Programs/Health Issues and Challenges Grant

Program Type: LEAD

Purpose

The Indiana Department of Health (IDOH) receives funding from House Enrolled Act 1007 to prevent the prevalence of health issues and improve the physical and behavioral health of all Indiana residents. This funding is supported through the American Rescue Plan Act (ARPA) and allows the IDOH to implement programs focused on health issues and challenges. The Division of Health Issues and Challenges requested applications to fund programs that focus on the improvement of chronic disease (diabetes, cardiovascular disease, asthma, and cancer), tobacco use, food insecurity/obesity, elevated blood lead level reduction, and disease prevention programs (community health workers/patient navigators and community paramedicine for chronic disease, immunizations, and substance use disorder)

Scope of Work – Case Management Only

This is a no-cost amendment authorizing the use of funds earned through this funding for the purpose of repair/replacement of the XRF equipment as needed. However, priority spending will remain on case management and risk assessment services for lead abatement.

Grantee will utilize best practices outlined in the application to promote coordinated care to children affected by lead poisoning, especially those with confirmed elevated blood lead levels (EBLLs). The grantee will institute or strengthen current program infrastructure to reduce environmental risks, improve quality of care by expanding access to education on the prevention of lead poisoning, provide home visits for EBLL reduction, strengthen supporting guideline based medical care, and facilitate remediation of lead hazards. Grantees will also attend culturally responsive training to strengthen their ability to assist their community overcome any barriers to health care access based on each patients' unique situation and challenges.

Justification

This contract will assist the Health Issues and Challenges division to complete deliverables required by House Enacted Act (HEA) 1007 in an effort to reduce health issues and challenges therefore closing the gap of inequitable health care services and access.

Deliverables

Grantees will be required to submit annual reports. The annual report will need to cover the following factors:

Reduce Environmental Triggers

- Increase awareness and educate parents/family members of children regarding ways to identify and prevent elevated blood lead levels in the home and measures to protect a child from further poisoning
- Support efforts that reduce household exposure that contributes to elevated blood lead levels hazards in indoor living spaces

- Collaborate with healthcare provider offices and housing professional groups to distribute information about elevated blood lead level risks to families
- Increase indoor air quality programs to make elevated blood lead level prevention education and services available to homeowners, tenants, property owners, and housing professionals
- Create a comprehensive evaluation plan

Strengthen Lead Programming Infrastructure

- Increase data utilization and evaluation findings by program partners.
- Increase the number of community Lead educators in Indiana.
- increase lead exposure prevention education programming and provide resources to the public for information about elevated blood lead level reduction.
- Identify and support funding for lead prevention-related programs throughout the state.

Data and Health Equity

Grantees are required to submit data through an online platform on a monthly basis beginning October 2022. Submitted data will include program specific metrics and ARPA reporting requirements.

Grantees are also required to complete culturally responsive training (i.e., cultural competency training, workplace diversity training, health equity training, diversity and inclusion training) or plan to implement programming to ensure that all community members are served in a respectful manner. This will ensure that programs are responsive to the health beliefs, practices, and needs of racial and ethnic minorities and underserved populations.

Scope of Work – Environmental Investigation Only

Grantee will utilize best practices outlined in the application to promote lead-based paint hazards, especially in residential dwellings or child-occupied facilities. The grantee will institute or strengthen current program infrastructure to reduce environmental hazards, remove lead-based paint and lead-contaminated dust, provide home visits for lead-based paint hazard disposal, strengthen supporting guideline for lead-based paint hazard elimination resources, and facilitate measures to reduce lead-paint hazards. Grantees will also attend culturally responsive training to strengthen their ability to assist their community overcome any barriers to health care access based on each patients' unique situation and challenges.

Justification

This contract will assist the Health Issues and Challenges division to complete deliverables required by HEA 1007 in an effort to reduce health issues and challenges therefore closing the gap of inequitable health care services and access.

Deliverables

Grantees will be required to submit annual reports. The annual report will need to cover the following factors:

Reduce Environmental Triggers

- Increase awareness and educate staff/providers in public schools, daycare centers, foster care, and congregate living settings in ways to identify and reduce lead-based paint hazards
- Support efforts that reduce environmental and work-related hazards that contribute to the lead-based paint hazards in indoor and outdoor workplaces
- Collaborate with environmental agency offices and housing professional groups to distribute information about environmental lead-based paint hazards
- Increase lead-based paint hazard reduction education and services available to homeowners, tenants, property owners, and housing professionals
- Create a comprehensive evaluation plan

Improve Quality of Care

- Improve the utilization of lead-hazard screenings and national standards of removal and disposal of hazardous lead-based paint material
- Improve lead-based risk assessment adherence
- Increase the utilization of Lead Based Paint Program for all exposed to lead-based paint hazards

Strengthen Lead Programing Infrastructure

- Increase data utilization and evaluation findings by program partners
- Increase the number of licensed lead-based paint risk assessors in Indiana
- Increase lead-based paint exposure education programming and provide resources to the public for information about lead-based reduction and removal
- Identify and support funding for lead-related programs throughout the state

Data and Health Equity

Grantees are required to submit data through an online platform on a quarterly basis beginning January 2023. Submitted data will include program specific metrics and ARPA reporting requirements.

Grantees are also required to complete culturally responsive training (i.e., cultural competency training, workplace diversity training, health equity training, diversity and inclusion training) or plan to implement programming to ensure that all community members are served in a respectful manner. This will ensure that programs are responsive to the health beliefs, practices, and needs of racial and ethnic minorities and underserved populations.

Invoices

Invoices must be submitted on a monthly basis to invoices@health.in.gov. Once the executed contract and invoice instructions are provided, you will be allowed to retroactively bill expenses incurred at the beginning of the project period. A template will be provided to the grantee to submit invoices.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

On 07-26-23, the Monroe County Parks & Recreation Board approved to recommend to BOC to name the mitigation property located at 6175 S. Victor Pike, Bloomington, Indiana: Limestone Greenway Park.

See attachment for property background, map, and INDOT deed restriction.

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:

August 9, 2023

To: BOC
From: Kelli Wilmer, MCPR Director
Re: Mitigation Property at 6175 S. Victor Pike, Bloomington, IN

Property Name Recommendation: **Limestone Greenway Park**

In the future, the BOC will be accepting additional I-69 mitigation properties. To provide location clarity and location purpose, The Parks Board recommend that the property be named, Limestone Greenway Park. Naming the property and referring to this property as a park, will assist MCPR staff when discussing the future of this property with DNR staff.

History -

- INDOT purchased this property to mitigate the property loss that occurred for I-69.
- INDOT deeded the property to the BOC by Quit Claim Deed on 10-24-19.
- In 2015, Monroe County was awarded a RTP DNR grant for the Limestone Greenway.
- MCPR & Lochmueller Group are currently managing the property.
- On 01-11-23, the BOC hired BRCJ to make preliminary trailhead & bridge designs.

Items to Consider -

- The Limestone Greenway traverses through the middle of the property.
- Nearby Limestone Companies: Indiana Limestone, TexaCon Cut Stone, & 3-D Stone.

Future Plans -

- The earliest the public will be allowed on the property is 2026, per deed restriction.
- The property is fenced and only accessible through a locked gate.
- To relocate vehicular bridge #83 to the mitigation property for Greenway use.
- To apply for a DNR trail grant (Limestone Greenway trailhead & trail expansion).
- The mitigation property may have additional properties attached to it to make one large park.

I-69 Section 5 Victor Pike Mitigation Site

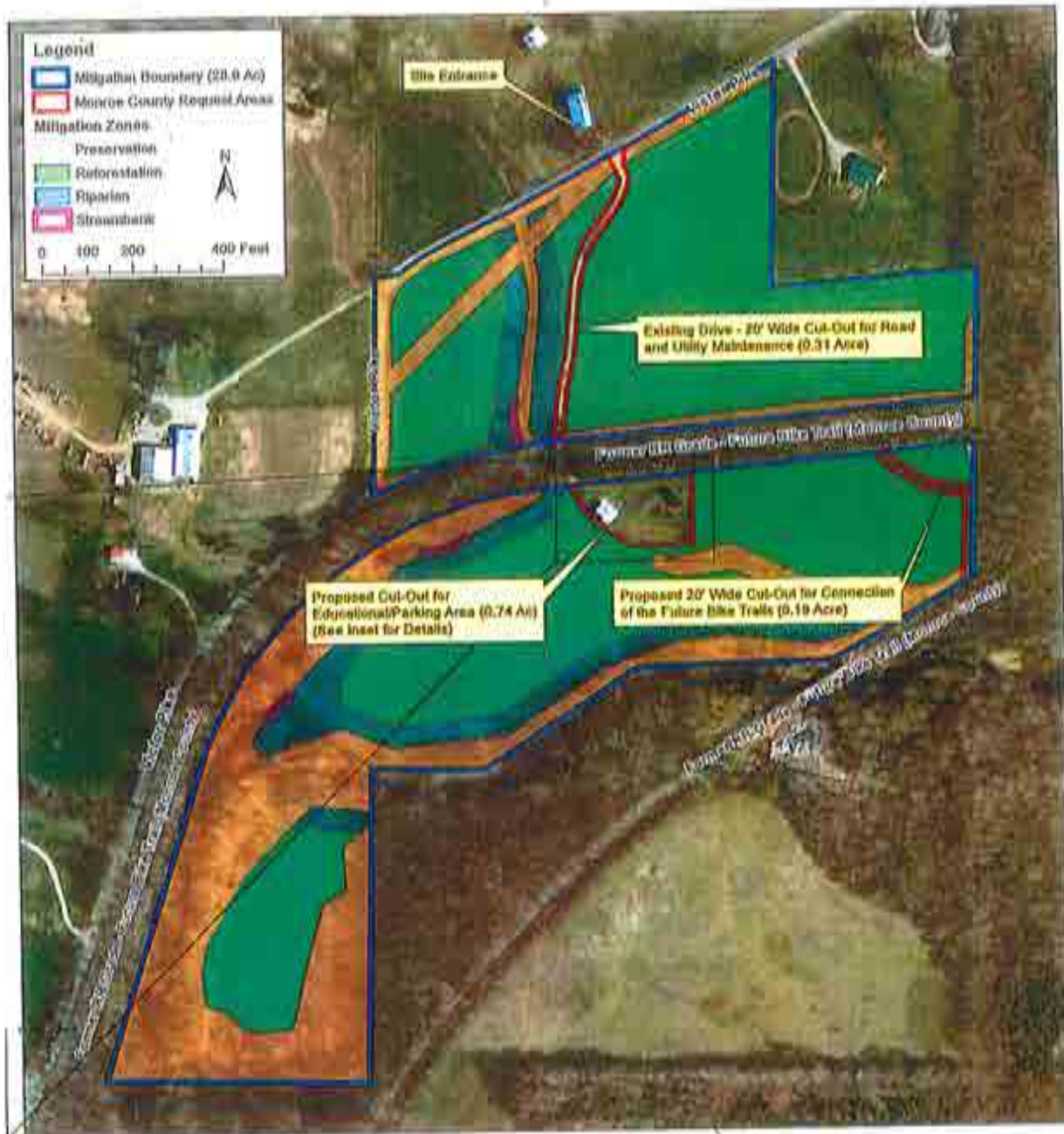


Exhibit "C"
Memorandum of Understanding

This Memorandum of Understanding is made between the Indiana Department of Transportation ("INDOT") and the Monroe County Board of Commissioners ("Monroe County") for the purpose of delineating guidelines for the long-term management of certain Real Estate situated in the County of Monroe, State of Indiana, as generally depicted on the site plan for the property attached hereto as Page 2 of Exhibit "C" ("Mitigation Parcel Plat").

Whereas, Monroe County accepts ownership and responsibility for long-term management of the property under the conditions established between INDOT and the Mitigation Parties to fulfill habitat restoration and permit requirements resulting from impacts caused by the construction of I-69 Section 4 from US 231 to SR 37.

Whereas, the Mitigation Parties collectively include the United States Army Corps of Engineers ("USACE"), the Indiana Department of Environmental Management ("IDEM"), United States Fish and Wildlife Service ("USFWS"), and the Indiana Department of Natural Resources ("IDNR").

Therefore, in consideration of the terms and conditions set forth herein INDOT and Monroe County agree as follows:

1. Monroe County will perform long-term management of the deed-restricted portions of the property, identified as the hatched mitigation parcel boundary on the Mitigation Parcel Plat, in accordance with the recorded Declaration of Restrictions and Covenants ("Declaration") (Instrument No. 2019001871).
2. Public access is strictly prohibited within the portions of the Real Estate protected by the Declaration until the mitigation site is released by the Mitigation Parties from further monitoring requirements. Written notice will be provided by INDOT to Monroe County upon release of the site. Release of the site is not anticipated until 2026.
3. Monroe County will perform long-term management of the remaining portions of the property, identified as Exceptions on the Mitigation Parcel Plat in accordance with the following:
 - a. Education and outreach regarding the endangered Indiana bat and northern long-eared bat species shall be incorporated into any educational programs associated with the Real Estate conveyed herein. This may include plaques, posters, displays, or signage.
 - b. All tree clearing is strictly prohibited within the portions of the Real Estate protected by the Declaration.
 - c. Within the Exception areas, clearing of trees equal to or greater than 3 inches in diameter, measured at 4-feet above ground level shall be performed between November 16 and the following March 31, inclusive.
 - d. The installation of artificial lighting is strictly prohibited within the portions of the Real Estate protected by the Declaration. Within the Exception areas, the installation of artificial exterior lighting shall be minimized. If exterior lighting is installed, lighting shall be low-wattage, non-diffuse, downward-facing, and operated utilizing motion-detectors so as to only come on when the facility is in use.
4. Any deviations from the terms and conditions included herein shall only occur with written approval from INDOT and the Mitigation Parties.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

This is a four-year renewal of our existing agreement with Computer Systems, Inc. (CSI) for redaction services and support. The software is secure and redacts text containing social security numbers (SSN) in recorded documents by overlaying the space(s) previously occupied by the SSN with a graphical element such as a black rectangle.

Pursuant to IC 36-2-7.5-8 "a county recorder may not disclose a recorded or filed document for public inspection...until the county recorder has: (1) searched the document for a Social Security number; and (2) to the extent practicable, redacted any Social Security numbers contained in the document; using redacting technology."

We are requesting services to be paid from the fund specifically allocated to this purpose.

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:

Redaction Services & Support Agreement

This Redaction Services & Support Agreement (hereinafter "Agreement") is between CSI - Computer Systems, Inc. (hereinafter "CSI"), and the Board of Commissioners Monroe County, IN (hereinafter "County"). CSI and County, as parties to the Agreement, hereby agree as follows:

I. DEFINITIONS

The following terms, as used herein shall have the following meanings:

1. "Licensed Software" means such software (in executable form), documentation, file layouts, and other tangible or intangible information included in CSI's Title 1 applications and related to the operation thereof which are the intellectual properties of CSI.
2. "Redaction Software" means such software (in executable form), documentation, file layouts, and other tangible or intangible information as licensed to CSI and included in Licensed Software and related to the operation thereof which are the intellectual properties of CSI and its licensor.
3. "Redaction" means the automated process to block specific information per County defined rules within a scanned document and such specific information will be not be viewable by means of masking the information from view or by permanently burning the redaction into the electronic file.
4. "Redaction Services" means the use of Licensed Software and Redaction Software to search for County determined information within newly recorded electronically scanned documents for the purposes of Redaction and the documents are NOT Back File Redaction Service.
5. "Back File Redaction Service" means services from CSI to provide Redaction Services for documents previously scanned and stored in Licensed Software or historical documents added to Licensed Software that are not new recordings.
6. "Back File Redaction Volume" means the specific volume of pages to be purchased for Back File Redaction Services.

II. AGREEMENT TERM

1. The Agreement Term shall commence on the date herein and shall remain in effect for a term of:
 - A. Four - year Agreement Term
2. Agreement Term – July 1, 2023 through June 30, 2027.

III. PRICING

1. The Reaction Services & Support is not based on the number of pages and there will NOT be an additional charge or refund for Redaction Services based upon actual pages Redacted during the Term of this Agreement. Reaction Services & Support is only for newly recorded documents and does NOT include pages that are Redacted per the Back File Redaction Service.
2. The price for the Back File Redaction Service is based upon the volume of pages purchased at one time and payment will be due upon receipt of invoice from CSI.
3. Redaction Services & Support Agreement Pricing:
 - A. Price – \$9,490 dollars and 00/100s.
4. Back File Redaction Service. CSI will provide Redaction Services for documents previously scanned and stored in Licensed Software or historical documents added to Licensed Software that are not new recordings (e.g., Back File Redaction Service). The prices for Back File Redaction Services are based upon the volume. Price and volume are as follows.
 - A. \$0.065 per scanned page for Back File Redaction Volume less than 500,000 pages.
 - B. \$0.055 per scanned page for Back File Redaction Volume of 500,000 pages to 749,999 pages.
 - C. \$0.045 per scanned page for Back File Redaction Volume of 750,000 pages to 999,999 pages.
 - D. \$0.035 per scanned page for Back File Redaction Volume of 1,000,000 or more pages.
5. Additional Back File Redaction Service. If the County needs to purchase additional Back File Redaction Services, the additional Back File Redaction Services will be priced based upon the total of all Back File Redaction Services purchased during the Term of this Agreement. Example,

County purchases 490,000 pages at \$0.065 and needs to purchase an additional 100,000 pages, the price for the first 10,000 pages will be at \$0.065 per scanned page and the remaining 90,000 will be priced at \$0.055 per scanned page.

IV. PAYMENT TERMS

1. Payments for the Redaction Services & Support Agreement are due annually beginning July 1 of each calendar year and are to be paid in advance. CSI can prorate the first annual payment to coincide with a January 1 to December 31 calendar year.
2. Back File Redaction Service are due upon completion of the services.
3. Cancellation of the Agreement is per Section VIII herein **and there will be NO REFUNDS or credits unless such cancellation is the result of a breach of this contract by CSI detailed herein.**
4. In the event fees for this Agreement become delinquent by more than sixty (60) days, this Agreement shall be suspended. CSI shall be entitled to all past due and current due charges plus interest at 1.5% per month plus collection and attorney fees.

V. CSI SERVICES & SUPPORT RESPONSIBILITIES

1. CSI will provide Redaction Services & Support per this Agreement for all newly recorded document pages scanned into Licensed Software and for the pricing and term of the Agreement detailed herein.
2. CSI will monitor the Redaction Services & Support to ensure that all newly recorded documents are processed.
3. CSI will provide Back File Redaction Service per this Agreement on all existing scanned pages or historical documents added to Licensed Software that are not new recordings. The Back File Redaction Service is tracked and billed separately and will not count toward the annual Redaction Services & Support.
4. CSI will provide all maintenance of Licensed Software and Redaction Software and support as detailed herein upon payment by County of applicable fees.

VI. SOFTWARE LICENSES, CONFIDENTIALITY AND MAINTENANCE

1. Software Licenses: In accordance with the terms herein, CSI hereby grants to County, and County accepts from CSI, a non-perpetual, nontransferable, nonexclusive license to use Licensed Software and Redaction Software as developed or otherwise delivered under the provisions of this Agreement. The Licensed Software and Redaction Software license rights include only the executable versions. The Licensed Software and Redaction Software shall be operated only at location(s) identified as County's Facility. Any use of or access to the Licensed Software file layouts are confidential information and are subject to all confidentiality requirements detail in this Agreement. Workstations may be located elsewhere, provided that the Licensed Software and Redaction Software reside in County's Facility. The Licensed Software and Redaction Software license rights temporarily will be extended for use on backup equipment located other than in County's Facility for a reasonable period when County's computing equipment is not available. CSI shall at County's request provide to County any and all license agreements and/or warranties applicable to, whether or not County is a signatory thereto. CSI may provide to County upon request copies of all underlying software license under which CSI is granted right to sublicense hereunder.
2. TITLE TO LICENSED SOFTWARE AND REDACTION SOFTWARE CONFIDENTIALITY AGREEMENT: The Licensed Software and Redaction Software licensed hereunder including Source Code, and file layouts and all copies thereof are proprietary to CSI and/or to its licensor, and title thereto remains in CSI or its licensor. All applicable rights to patents, copyrights, trademarks and trade secrets in the Licensed Software and Redaction Software are and shall remain in CSI and/or its licensors except as provided herein. County shall not sell, transfer, publish, disclose, display or otherwise make available the Licensed Software, Redaction Software, Source Code, file layouts or copies thereof to others except as provided herein. County agrees that during the term of license and thereafter, it will hold the Licensed Software, Redaction Software, Source Code and file layouts in strict confidence, that it will not except as provided herein disclose

or otherwise make the Licensed Software, Redaction Software, Source Code and file layouts or any part thereof available to any third party including but not limited to accountants, attorneys, consultants, and other agents and servants in the course of County's business, and that it will take all reasonable steps and precautions to maintain the confidentiality of the Licensed Software, Redaction Software, Source Code and file layouts. County further agrees that it will restrict use of the information provided hereunder solely to the field of use defined and granted in this Agreement, and will not use any information in tangible or intangible form which has been or may be delivered or disclosed to County or County's employees by CSI for the purpose of creating or attempting to create, or permitting others to create, the programs which operate the Licensed Software and Redaction Software or any part of the Licensed Software and Redaction Software except as may be permitted under this Agreement. Upon the termination of the Licensed Software and Redaction Software license as detailed herein, County agrees to return to CSI all tangible portions of the Licensed Software, Redaction Software, Source Code and file layouts together with all copies thereof at any time made by County.

3. Maintenance. CSI shall maintain the Licensed Software and Redaction Software, at no additional charge, subject to County paying for the CSI Premium Software Maintenance Agreement and this Agreement, so that it operates in conformity with all descriptions and specifications in the Agreement and remains in compliance with applicable statutes, rules, regulations or practices of the State of Indiana, State Board of Accounts or other competent authority. CSI shall perform such services in a timely and professional manner by qualified personnel and that the services and software shall conform to the standards generally observed in the industry for similar services and software.

VII. WARRANTIES AND LIMITATIONS

1. Software and Services. CSI warrants that the Licensed Software and Redaction Software furnished hereunder shall be free from defects in workmanship and materials for a period of ninety (90) days from date that training commences on Licensed Software and Redaction Software. The County acknowledges that the programs are inherently complex and may not be completely free of defects or errors and that CSI will correct any programming defects or errors (i.e., bugs) at no charge to County. CSI is not responsible for any cost or damage associated with any defects or errors in programming, the loss of use of the programs, or any other resources, loss of business or profits, any loss of data, any third-party claims, or costs of substitute programs. CSI assumes no responsibility for obsolescence of the licensed programs or documentation.
2. Ownership and Authority. CSI warrants that it has full power and authority to grant the rights granted by this Agreement to County with respect to Licensed Software and Redaction Software without the consent of any other person; and that neither the performance of services by CSI nor the license of and use by County of the Licensed Software and Redaction Software will in any way constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information, nondisclosure or other rights of any third party.
3. In compliance with IC 22-5-1.7-11, CSI has enrolled in the USCIS E-Verify Program, Company ID #483133 to verify that all CSI new hires and all employees (existing and new) directly performing work under Federal contracts, are authorized to work in the United States.
4. Warranties Not Affected by Lease. All representations, certifications, and warranties under this Agreement shall extend through and survive the term of any lease agreement entered into by County in conjunction with the Licensed Software, and services provided under this Agreement, notwithstanding any action by County to pledge, mortgage, or lease its interest, so long as the Licensed Software is possessed and used by County.
5. THESE WARRANTIES ARE MADE TO AND FOR THE BENEFIT OF COUNTY ONLY. CSI MAKES NO OTHER WARRANTIES OF ANY KIND WHATEVER, EXPRESS OR IMPLIED AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEEDS THE WARRANTIES STATED ABOVE ARE HEREBY DISCLAIMED BY CSI AND EXCLUDED FROM THIS AGREEMENT.

VIII. DEFAULT AND TERMINATION OF AGREEMENT

1. County shall be in default hereunder upon the occurrence of any of the following events: (1) if

any sum of money owed by County hereunder is not paid when due and remains unpaid for a period of thirty (30) days or more after notice of default from CSI to County, unless CSI shall at the time be in default of this Agreement, (2) if any breach occurs of any provisions of the confidential disclosure agreement set forth herein, or (3) if any material breach by County occurs of any other term of this Agreement which is not cured by County within thirty (30) days after notice of such violation or failure has been given by CSI to County. County recognizes that said confidentiality is of considerable value to CSI and that in the event of any such default of the confidentiality or any other default, CSI shall have the option to at any time thereafter terminate this Agreement by giving notice of termination to County and thereupon all sums owed by County hereunder shall become immediately due and payable to CSI and CSI may proceed with any or all other appropriate remedies provided for by law.

2. CSI shall be in default hereunder in the event of (1) a breach by CSI of any warranty expressly set forth herein or a material breach by CSI of any other term or condition of this Agreement, and CSI shall fail to cure such breach within thirty (30) days after notice of such breach is given by County to CSI or (2) CSI makes an assignment for the benefit of creditors, or commences or have commenced against it any proceedings in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws. In addition to any other remedies available to the County as provided in this Agreement, thirty (30) days following such notice of breach from County, County shall be entitled to terminate this Agreement by giving notice of termination to CSI. County has the option of continuing use of the Licensed Software and Redaction Software provided payment of the same.
3. Cancellation of Agreement – County may terminate this agreement at any time for its own convenience by providing CSI with written notice of its intent to terminate no less than thirty (30) days before the date of termination. In the event of termination for convenience by County, County shall not be liable for any costs associated with this Agreement after the date of termination, County will not be responsible for any monetary penalties because of the early termination and County will still be subject to Section IV.3. herein.

IX. GENERAL

1. This Agreement may be modified only by a written amendment duly signed by the authorized representative of both parties. CSI may adjust charges pursuant to Section III in the absence of any contract to the contrary. Variances from the terms and conditions of this Agreement in any custom contract or other written notification will be of no effect.
2. Without the prior written consent of CSI, the County may not assign this Agreement. Any attempt by County to assign any of the rights or obligations of this Agreement without such consent is void.
3. If either party defaults in its obligation under this Agreement and the default continues for thirty (30) days after written notice thereof by the other party, this Agreement may be terminated by the other party without prejudice to any other remedy.
4. If either party on any occasion fails to perform any term of this Agreement, and the other party does not enforce that term, the failure to enforce on that occasion will not prevent enforcement on any other occasion.
5. In compliance with IC 22-5-1.7-11, CSI has enrolled in the USCIS E-Verify Program, Company ID #483133 to verify that all CSI new hires and all employees (existing and new) directly performing work under Federal contracts, are authorized to work in the United States.
6. CSI, its officers, employee, agents, contractors and its subcontractors, if any, comply with all laws of the United States, the State of Indiana and City and shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, 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, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam-era veteran status. Breach of this covenant may be regarded as a material breach of this Contract.
7. Under Indiana law (I.C. 5-22-16.5), CSI its officers, employee, agents, contractors and its subcontractors, if any are not engaged in any investment activities in Iran.
8. Governing Law and Dispute Resolution. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana. All disputes, controversies, or differences arising

out of this Agreement or any breach thereof will be finally settled under the Arbitration Rules established by the Indiana Rules for Alternative Dispute Resolution then in effect. Costs of arbitration are to be divided equally between the parties and paid within thirty (30) days after the Arbitration evaluation, regardless of the outcome. The venue for the Arbitration is in Fishers, Indiana. The parties agree to be bound by the Arbitration decision on all issues and judgment on the award may be entered in any court of competent jurisdiction. All disagreements or controversies of any kind, whether claimed in tort, contract or otherwise, concerning this Agreement or any other matter whatsoever between the parties shall be brought within two (2) years after the occurrence of the disagreement or controversy.

9. Any notices or communications shall be sent by first class mail and email to the following parties.

CSI - Computer Systems, Inc.
Attn: Kevin Cook, CEO
12975 Parkside Drive
Fishers, IN 46038
(317) 913-4160
kcook@computer-systems.com

County: Monroe

X. AGREEMENT EXECUTION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written above, and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

CSI: CSI - Computer Systems, Inc.

Board of Commissioners of Monroe County.



Kevin J. Cook, President

DATE: 7/6/2023

BY: _____

DATE: _____

BY: _____

DATE: _____

BY: _____

DATE: _____

CSI-Computer Systems, Inc

12975 Parkside Drive
Fishers, IN 46038-3864

INVOICE

Invoice Number: 23-2015
Invoice Date: Jul 1, 2023
Page: 1

Duplicate

Voice: 317 913 4160
Fax: 317 913 4175

Bill To:

Monroe County Recorder
Attn: Amy Swain
100 W Kirkwood Ave, #122
Bloomington, IN 47404

Ship to:

Monroe County Recorder
Attn: Amy Swain
100 W Kirkwood Ave, #122
Bloomington, IN 47404

Customer ID	Customer PO	Payment Terms	
1353RE		Net 10 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
Wood J	US Mail		7/11/23

Quantity	Item	Description	Unit Price	Amount
1.00	T1Redaction	T1Redaction 2023	9,490.00	9,490.00
1.00	RedactionOverage	Redaction Overage for last Contract Period	1,336.90	1,336.90
Subtotal				10,826.90
Sales Tax				
Total Invoice Amount				10,826.90
Payment/Credit Applied				
TOTAL				10,826.90

Check/Credit Memo No:

CSI-Computer Systems, Inc12975 Parkside Drive
Fishers, IN 46038-3864**INVOICE**Invoice Number: 23-2015
Invoice Date: Jul 1, 2023
Page 1
DuplicateVoice: 317 913 4160
Fax: 317 913 4175

Bill To:
Monroe County Recorder Attn: Amy Swain 100 W Kirkwood Ave, #122 Bloomington, IN 47404

Ship to:
Monroe County Recorder Attn: Amy Swain 100 W Kirkwood Ave, #122 Bloomington, IN 47404

Customer ID	Customer PO	Payment Terms	
1353RE		Net 10 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
Wood J	US Mail		7/11/23

Quantity	Item	Description	Unit Price	Amount
1.00	T1Redaction	T1Redaction 2023	9,490.00	9,490.00
1.00	RedactionOverage	Redaction Overage for last Contract Period	1,336.90	1,336.90
REMITTANCE COPY				
Subtotal				10,826.90
Sales Tax				
Total Invoice Amount				10,826.90
Payment/Credit Applied				
TOTAL				10,826.90

Check/Credit Memo No:



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 extended warranty covers the period of July 1, 2023 - June 30, 2024 for the Soter RS Body Scanner at the Correctional Center. It is utilized to detect contraband prior to admittance into the secure processing portion of the facility. The warranty applies to replacement of warranty parts.

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:



SOTER RS

INDUSTRY LEADING CONTRABAND DETECTION

Monroe County, Indiana Extended Warranty Renewal

PREPARED BY



John Shannon
OD Security North America
416 Island Park Drive,
Daniel Island, SC 29492

DATE

June 20th, 2023

**Provision of 12-Months Extended Full Manufacturer's Warranty
July 1st 2023 – June 30th 2024**

Cost \$8,750

Payable in full in advance

Extended Warranty Terms – Monroe County, IN

(a) PRODUCT WARRANTY - TERM. ODSNA warrants only to Customer for a period of 1 year from the date of new warranty term that the Equipment manufactured by it shall be free from defects in material and workmanship under normal use and service and fit for the ordinary use for which designed if operated by a trained and competent operator and properly serviced and maintained. ODSNA's obligation under this warranty is limited to correction, without charge for parts or labor, of any defect, which is reported to ODSNA during the warranty period, and which ODSNA determines in the exercise of reasonable judgment impairs the ordinary use of the Equipment. ODSNA's warranties and its obligation hereunder shall terminate without notice to Customer if Equipment is subjected to misuse or alteration or is repaired by other than an ODSNA representative which, within ODSNA's judgment alone, shall result in an adverse effect, including effects upon performance or reliability, upon the Equipment.

(b) WARRANTY SERVICE. Warranty service shall only apply to replacement of Warranty parts (See exclusions in subsection (d)). When Customer calls for warranty service prior to twelve-noon, ODSNA will attempt to reply to such service requests within the normal work-day. No charges will be made to Customer for completion of such work. When Customer calls after twelve noon and demands same day service, such service will be rendered, if possible within normal working hours. If it is not possible to accomplish such work within normal working hours, then such service will be rendered the following day.

(c) CUSTOMER RESPONSIBILITIES. ODSNA's warranties and its obligations hereunder shall terminate without notice to Customer unless Customer or user (i) maintains the site and environment (including temperature and humidity control), incoming power quality, and fire protection in a condition suitable for operation of the Equipment. (ii) notifies ODSNA as soon as any unusual operating peculiarity appears; (iii) operates the Equipment in a safe and competent manner in strict compliance with established safety operating procedures; (iv) regularly and properly services and maintains the Equipment. It is the responsibility of the Customer to verify upon delivery and installation of the equipment its specifications and affirm the equipment received, installed and put to use is as stated in Quotation/order. Acceptance by Customer of equipment at first use absolves ODSNA of any breach of contract or tort action on said equipment.

(d) LIMITATION OF LIABILITY - EXCLUSION OF IMPLIED WARRANTIES. THE WARRANTIES IN THIS SECTION ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF ODSNA WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE OR OTHERWISE. ODSNA NEITHER ASSUMES NOR HAS AUTHORIZED ANY PERSON TO ASSUME FOR IT ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH THE EQUIPMENT. This warranty we provide does not apply to defects or performance deficiencies arising from (1) accident, (2) abuse, (3) misuse, (4) operation of your Equipment outside of its environmental electrical, or performance specifications, conditions, capabilities or standards, (5) power fluctuations or failure, (6) vandalism or any other damage or unauthorized alteration of your Equipment or its operating software, (7) its use in combination with incompatible products, (8) fires, floods and other natural causes, (9) damage or any other impairment of your Equipment resulting from causes or conditions not associated with ordinary storage, handling, installation, maintenance, service or use or maintenance or service by any party other than other by us or our authorized representatives, (10) parts or accessories not provided by us or, (11) any acts, omissions, causes or events beyond our control.

(e) CONSEQUENTIAL AND OTHER LOSS OR DAMAGE. In no event shall ODSNA be liable, by reason of any breach of contract or warranty or of any act or omission on its part related to the Equipment, for prospective, consequential or special damages, economic loss, or damages resulting from loss of use of the Equipment.

Accepted on behalf of Monroe County Sheriff's Office

Signed

Name and Position



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal ☒ Work session ☐ Department

Title to appear on Agenda: Vendor #

Executive Summary:

Recent State Legislation allows for County Commissioners to opt in for additional funding for public health purposes. This resolution allows the County to access that funding.

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

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:

RESOLUTION NO. 2023-22
A RESOLUTION OF THE MONROE COUNTY COMMISSIONERS
ACCEPTING STATE PUBLIC HEALTH FUNDING

WHEREAS the Board of Commissioners of the County of Monroe, Indiana is the county executive body and authorized by law to adopt ordinances and resolutions for the administration of Monroe County Government;

WHEREAS the Indiana Legislature has passed Senate Enrolled Act 4-2023 and House Enrolled Act 1001-2023, to ensure every Hoosier has access to the core public health services that allow them to achieve their optimal health and well-being;

WHEREAS the Board of Commissioners of the County of Monroe, Indiana recognizes the importance of public health to support a healthier community and create a better quality of life for its residents.;

NOW, THEREFORE, BE IT DETERMINED, ESTABLISHED, AND RESOLVED by the Board of Commissioners of the County of Monroe, Indiana as follows:

1. The Board of Commissioners of the County of Monroe, Indiana supports initiatives that sustain and maintain core public health services at the county level with local input and flexibility to meet the needs of the community.
3. The Board of Commissioners of the County of Monroe, Indiana commits to the County's right to self-direct and acknowledges that by opting-in and accepting these funds it retains authority and control of the county health department otherwise afforded to it under state law or code pursuant to Indiana Code 16-20-1-12(i).

RESOLVED this 9th day of August, 2023.

BOARD OF COMMISSIONERS OF THE
COUNTY OF MONROE, INDIANA

Penny Githens, President

Julie Thomas, Vice President

Lee Jones, Commissioner

ATTEST:

Catherine Smith, Monroe County Auditor



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal ☒ Work session ☐ Department

Title to appear on Agenda: Vendor #

Executive Summary:

The Developer, Crossroads Development Group, Inc., of Bryn Mawr Subdivision has completed the project and request that Monroe County accept the following roadways into Monroe County Inventory.

South Bluebird Spur
East Bryn Mawr Drive
South Justin Court

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

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:



MONROE COUNTY HIGHWAY DEPARTMENT

5900 WEST FOSTER CURRY DRIVE
BLOOMINGTON, INDIANA 47403
PHONE: (812) 349-2656
WWW.CO.MONROE.IN.US

MEMORANDUM

To: Board of Commissioners of the County of Monroe, Indiana

Cc: Lisa Ridge, Monroe County Highway Department Director
Toby Turner, Monroe County Highway Department Superintendent
Cathy Smith, Monroe County Auditor

Date: August 1, 2023

From: Ben Ayers, Monroe County Highway Department Project Manager

Re: MONROE COUNTY HIGHWAY INVENTORY REVISION

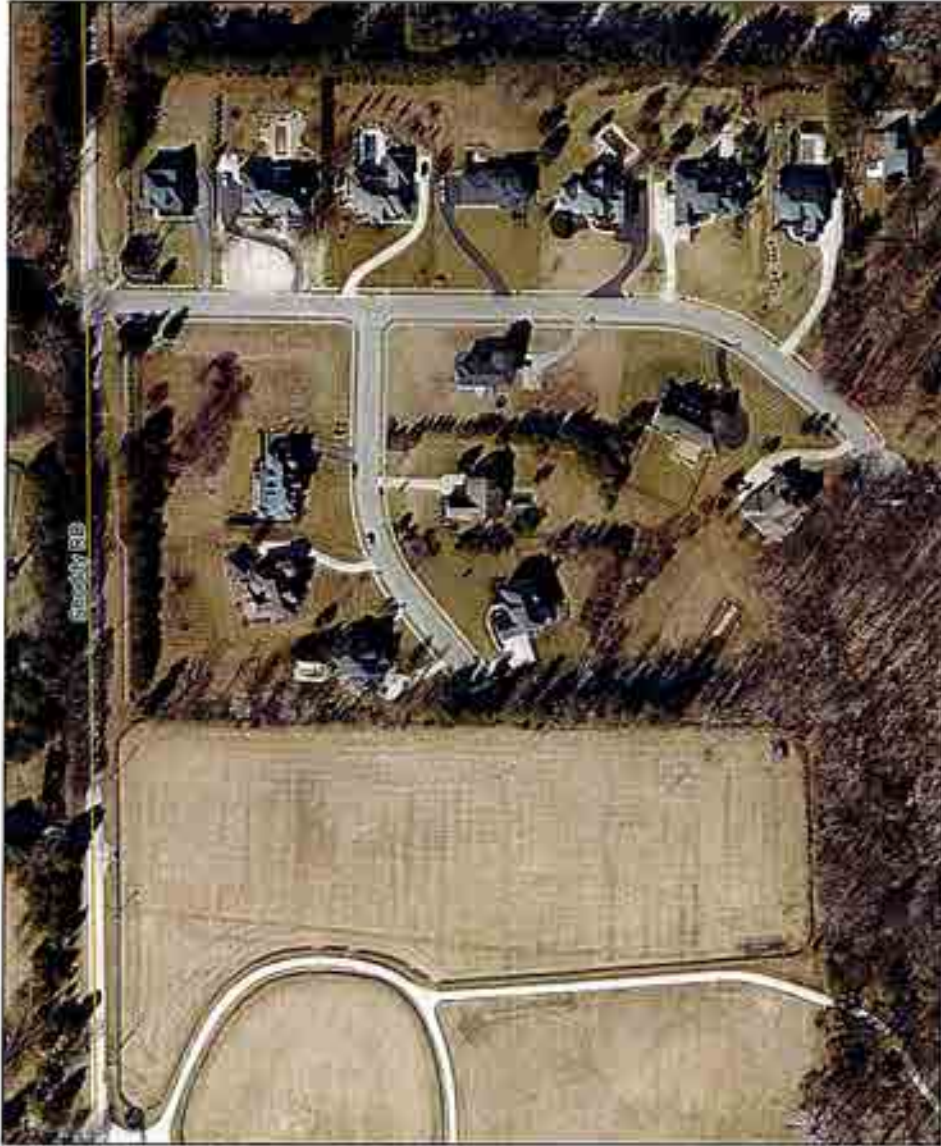
Please be advised that the streets listed below have been constructed in accordance with the specifications listed in Monroe County Code Chapter 755 and the Design Manual for Work Within and Adjacent to Monroe County Right of Ways, the American Association of State Highway and Transportation Officials' (AASHTO) A Policy on Geometric Design of Highway and Streets and the approved Construction Plan.

Therefore, I respectfully request that the roads listed below be added to the Monroe County Highway Road Inventory.

<u>ROAD</u>	<u>MILEAGE</u>
Bluebird Spur	0.0
Bryn Mawr Drive	0.227
Justin Court	0.019

Total Mileage Submitted: 0.246

Total Monroe County Road Inventory Mileage: 708.52



Monroe County



- New County Roadway
- County Maintained Roadway
- INDOT Maintained Roadway

ROUTE NAME: BLUEBIRD SPUR
 ALT ROUTE NAME:
 ALT ROUTE ID:
 ROAD CLASSIFICATION: LOCAL ROAD
 TOTAL MILEAGE: 0.000

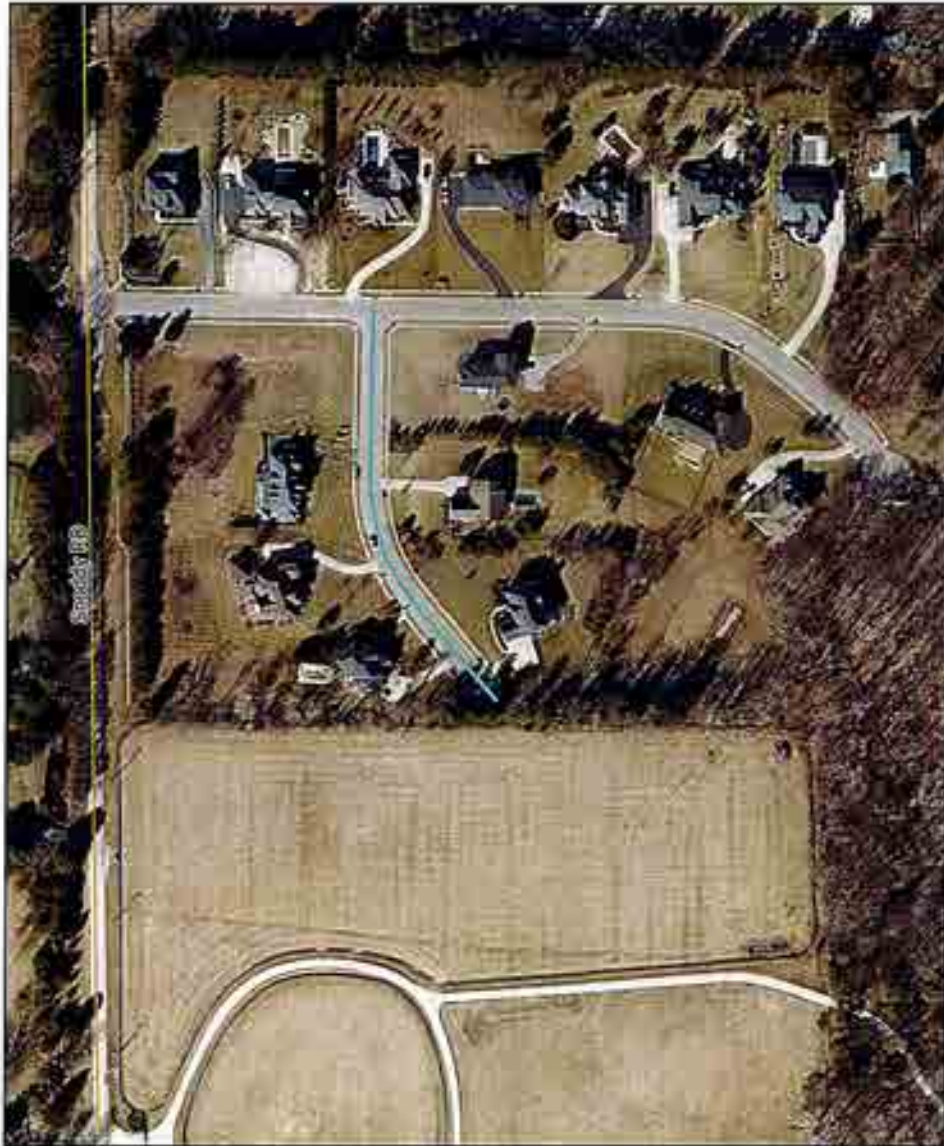


Monroe County



- New County Roadway
- County Maintained Roadway
- INDOT Maintained Roadway

ROUTE NAME: BRYN MAWR DRIVE
 ALT ROUTE NAME:
 ALT ROUTE ID:
 ROAD CLASSIFICATION: LOCAL ROAD
 TOTAL MILEAGE: 0.227



Monroe County



- New County Roadway
- County Maintained Roadway
- INDOT Maintained Roadway

ROUTE NAME: JUSTIN COURT
 ALT ROUTE NAME:
 ALT ROUTE ID:
 ROAD CLASSIFICATION: LOCAL ROAD
 TOTAL MILEAGE: 0.109



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal ☒ Work session ☐ Department

Title to appear on Agenda: Vendor #

Executive Summary:

Change Order #4 is to cover the cost to increase lime for stabilization of the subgrade for the project.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Sample Road, Phase II"/>	<input type="text" value="8162"/>	<input type="text" value="\$32,932.00"/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

Monroe County Board of Commissioners Agenda Request - Grant

REQUIRED

Federal Agency

INDOT

Federal Program

Transportation

CFDA#

20.205

Federal Award Number and Year (or other ID)

Pass Through Entity:

Des #1900467

Request completed by:

Lisa Ridge

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

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

INDIANA Department of Transportation**Construction Change Order and Time Extension Summary****Contract Information**

District:SEYMOUR DISTRICT

Contract No.: R -43522

AE:Wren, Rachel

Letting Date:05/05/2021

PE/S:Nelson, Paul

Status:Draft

Change Order Information

Date Generated: 01/27/2023

Change Order No.: 004

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: CHANGED COND, Constructability Related

Description: To achieve required density extra lime is required.

Original Contract Amount \$ 3,880,285.00

Current Change Order Amount \$ 32,932.00

Percent: 0.849 %

Total Previous Approved Changes \$ 0.00

Percent: 0.000 %

Total Change To-Date \$ 32,932.00

Percent: 0.849 %

Modified Contract Amount \$ 3,913,217.00

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

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

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0

SP Days Value \$ 0.00

Previous Time Approved

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

SS Days_____

SP Days Value \$ _____

Revised Contract Time

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

SS Date 00/00/0000

or SP Days 0

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Review and Approval Information

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

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

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

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

Date to PM _____ Date Returned _____

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

If N,Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

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

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

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

Field Engineer _____ Date _____

Comments: _____

Contract No:R -43522

INDIANA

Date:01/27/2023

Change Order No:004

Department of Transportation

Page: 3

Contract: R -43522

Project: 1900467 - State:190046700LC5

Change Order Nbr: 004

Change Order Description: To achieve required density extra lime is required.

Reason Code: CHANGED COND, Constructability Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0085	1900467	0085	215-08666	DOL	32,932.000	1.000	C	Amount:\$ 32,932.00

Item Description: CHEMICAL MODIFIER ADJUSTMENT

Supplemental Description1: Increase in Lime to meet Density

Supplemental Description2:

Total Value for Change Order 004 = \$ 32,932.00

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.

General or Standard Change Order Explanation

This change order is being generated to covers the cost to increase lime for stabilization of the subgrade for the project. Per the subgrade treatment analysis performed by Alt & Witzig, the native soils utilized to build the subgrade and or embankment require 7% Lime Kiln Dust to achieve the required strength gain. Per Spec. 215.12 Basis of Payment The accepted quantity of chemically modified soils will be paid for by the square yard, complete in place below the specified depth will be paid for in accordance with 203.28. Adjustment of materials for chemical modification that exceeds the limits of 215.03 will be included in a change order for materials only and paid for as chemical modifier adjustments. If mix design test results show that the chemical modifier as bid by the contractor is not appropriate and the strength of the modified soil can not be achieved, a price adjustment will be made for the use of portland cement. The price adjustment will be calculated at a cost equal to the difference in the invoice cost of the chemical modifier found to be appropriate for use and the invoice or quoted delivered cost of the chemical modifier as bid by the Contractor. This adjustment will be included in a change order and will be paid for as chemical modifier adjustments. Payment for chemical modifier adjustments will be made for direct delivered material costs incurred by the Contractor and shall not include any other markups. A total of 42,224 sys of chemical modification was performed on this contract. At a rate of 6%, this contract should have required 1,401.00 tons of lime kiln dust. Due to the soils requiring additional materials for chemical modification, 1,674 tons of lime kiln dust was utilized. At \$120.63 per ton, an additional 273 tons equals \$32,932.00 (Attached is soil report and Backup Documentation). A contract time adjustment is not required for this change.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.

Notification and consent to this change order is hereby acknowledged.

Contractor: Force Construction Co., Inc.

Signed By:

Justin Nolting

Date: 08/04/2023

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

Contract No:R -43522
Change Order No:004

INDIANA
Department of Transportation

Date:01/27/2023
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S Paul Nelson 8/4/23

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level

Name of Approver

Date

Status

CHANGE ORDER REQUEST FORM

CONTRACT NO. **R-43522-A**

DATE OF SUBMISSION

**January 20,
2023**

PROJECT DESCRIPTION <i>(route / intersection / bridge no(s).)</i>	Sample Road Contract 2- Monroe County
CHANGE ORDER REQUEST SUMMARY DESCRIPTION	Per the subgrade treatment analysis performed by Alt & Witzig, the native soils utilized to build the subgrade and or embankment require 7% Lime Kiln Dust to achieve the required strength gain. Per Recurring Special Provision 215-R-715, the quantities of lime by-products should be based on 6%.
PROPOSED SOLUTION SUMMARY	Per 215.12, a change order will be executed to include the adjustment of chemical modifier materials that exceed the limits of 215.03

NOTE: Upon request from Engineer, enter detailed description on page 2.

ONSET DATE OF CHANGE	September 12, 2022	CHANGE ORDER TYPE	104.02 Changed Conditions
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PROPOSED COST AND TIME ADJUSTMENT

COST

COST INCREASE / (DECREASE):

\$

32,932.00

The cost adjustment shall include lump sum and/or estimated totaled unit-priced item costs. Attach a separate sheet of unit price items including item description, unit of measurement, estimated quantity and unit price.

CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF COST CHANGE:

☐ 109.03 Altered Quantities ☒ 109.05(a) Agreed Price ☐ 109.05(b) Force Account ☐ 109.05.02 Delay Costs

PROPOSED COST CHANGE INCLUDES: ☒ Labor ☒ Material ☒ Equipment ☐ Lease Agreement ☐
Subcontractor

TIME ADJUSTMENT

INCREASE / (DECREASE):

(work days)

[Click here to
enter text.](#)

CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF TIME CHANGE:

☐ 108.08(a) Excusable, Non-Compensable ☐ 108.08(b) Excusable, Compensable

NOTE: If **Compensable**, attach details based on 109.05.2(a) Allowable Delay Costs.

SUPPLEMENTAL INFORMATION

Additional information.

CHANGE ORDER ORIGATION:	<input type="checkbox"/> INDOT / LPA <input checked="" type="checkbox"/> Contractor
DOCUMENTS AFFECTED:	
<input type="checkbox"/> Contract Specifications (ref. doc name/no.)	

Ver. 10.18.18

CHANGE ORDER REQUEST FORM

<input type="checkbox"/> Contract Plans (ref. doc name/no.)	Click here to enter text.
CHANGE ORDER AFFECTS DBE PARTICIPATION:	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no (if yes, attach details)

CONTRACT NO.**R-43522-A****UPON WRITTEN REQUEST FROM THE ENGINEER, PROVIDE ADDITIONAL DETAIL**

DATE RECEIVED REQUEST FOR ADDITIONAL DETAIL	December 30, 2022	SUBMITTAL DATE OF ADDITIONAL DETAIL	January 11, 2023
--	-------------------	--	------------------

DETAILED DESCRIPTION / JUSTIFICATION:

(Include location(s), actions of contractor, owner, and other stakeholders, key events and related cause(s), discoveries, discussions, meetings, and effect on the contract if no action is taken. Also include references to key documents attached or available to support this change order request.)

A total of 42,224 sys of chemical modification was performed on this contract. At a rate of 6%, this contract should have required 1,401.00 tons of lime kiln dust. Due to the soils requiring additional materials for chemical modification, 1,674 tons of lime kiln dust was utilized. At \$120.63 per ton, an additional 273 tons equals \$32,932.00

PROPOSED SOLUTION – ADDITIONAL DETAILS:

(Include proposed scope of work, means & methods, materials, equipment, utility relocation required, subcontracted scope and the effect on the contract schedule. Also include references to attached documents including, but not limited to, sketches, calculations, photos, material information, and submittals and meeting minutes.)

Click here to enter text.

SIGNATURE**Contractor:**Name: (print) Force Construction Company, Inc.

CHANGE ORDER REQUEST FORM
(signature) _____

Date: 01/20/2023

NOTE: The Contractor should retain a signed copy of this document for record.

CONTRACT NO.

R-43522-A

ATTACHMENT: UNIT PRICE ITEMS DETAIL

Attach or paste a unit price item detail.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 07/26/23

Formal ☒

Work session ☐

Department Planning

Title to appear on Agenda: Starts Rezone 2023-20

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.

Remonstrance submitted to Planning staff in July has been added to the end of the report.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter: Anne Crecelius

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

Lorraine Fowler

812-320-5553

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

Attorney who reviewed: Schilling, David

**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 is 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')
 Feltbiter
 10-Foot Contours

Percent Slopes

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

Local Roads (50')
 Hydrologic Features

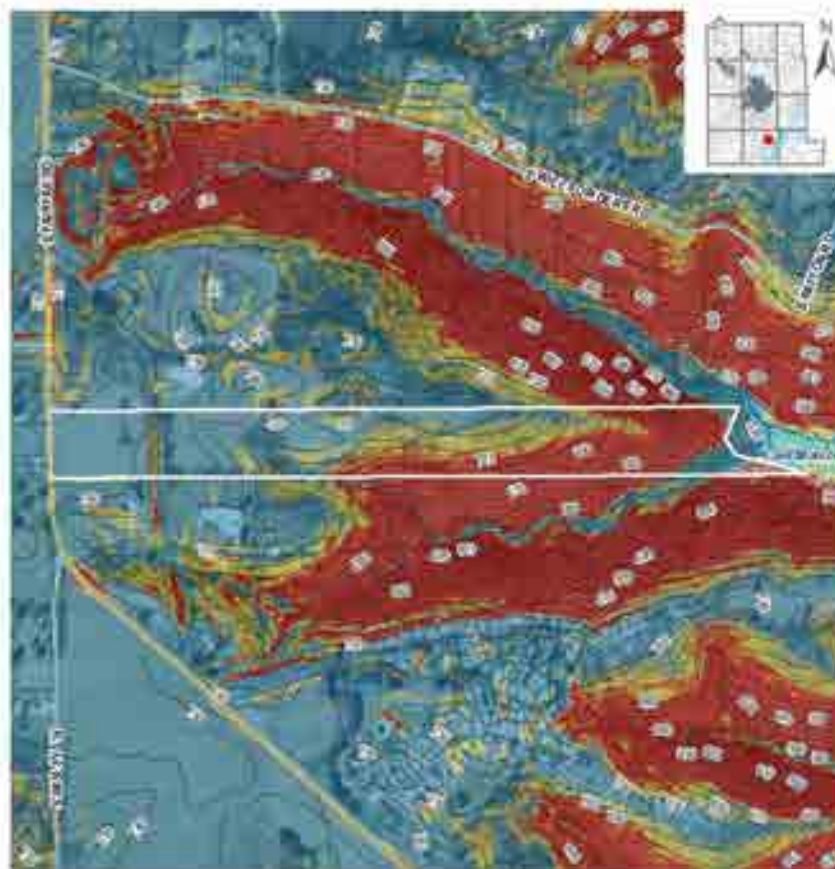
DNR Best Available Data

FLO_ZONE, ZONE_SURTY

A
 Lakes
 Parcels

0 150 300 600 Feet

Winnebago County
 Planning Department
 Source: Winnebago 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.



Photo 4: Looking south.

COMPREHENSIVE PLAN DISCUSSION

The petition site is located within the **Rural Residential** designation of the Monroe County Comprehensive Plan. Points that align with the proposed rezone are highlighted in **green**. Points that differ are highlighted in **grey**. The plan states the following for this designation:



The Rural Residential use category includes rural property, environmentally sensitive areas, and areas adjacent to quarry operations where low densities are appropriate and desirable; however, the sparse

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

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

To maintain 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: [gregs@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

Table 4-1																	
Height, Bulk, Area, and Density Requirements for Zoning Districts																	
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 (I)	5.0 (I)	2.5 (E & I)	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	25	25	25	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	5	5	5	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 2008

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

Anne Crecelius

From: Bradley Blume <bblume1@aol.com>
Sent: Tuesday, July 25, 2023 9:43 AM
To: Anne Crecelius
Cc: Brad Blume
Subject: Old Salem Road DNR
Attachments: Old Salem Road GPS.jpg; Old Salem Road New Map.jpg

----- Forwarded Message -----

From: Bradley Blume <bblume1@aol.com>
To: "jvance@dnr.IN.gov" <jvance@dnr.IN.gov>
Sent: Sunday, January 22, 2023 at 03:11:39 PM EST
Subject: Re: GPS

Thank you. I was told that it was from some "locals". That would make this section and the short section off of the Fairfax peninsula by the old launching ranch the last remaining remnants of Salem road north of the lake. It would be interesting to track the road south of the lake.

I noticed a strange jog on what is now called Will Sowders Road , just off of Fairfax / Old Salem Road that's quite different from what it is today.

Thank you for your help.

Brad Blume

Sent from the all new AOL app for Android

On Sat, Jan 21, 2023 at 1:59 PM, Vance, Jill
<jvance@dnr.IN.gov> wrote:

It sure looks like that's the original road! I've attached an image of the 1920 plat map for Section 11 in Clear Creek Township, which shows the original route of the road. A segment of that road (but not the entire road), which I've circled in red, was shifted west at some point... the second image that I've attached shows the modern route of the road - on the modern satellite image, I've highlighted in yellow (roughly) where that road segment was originally located per the 1920 map. As you can see on that map, your GPS points (green dots on photo 2), appear to line up nicely with the original route!

Jill Vance, Interpretive Naturalist for Monroe Lake, C.I.G.

Department of Natural Resources, Division of State Parks

jvance@dnr.IN.gov; 812-837-9967 (Paynetown Activity Center)

Memories made naturally... at Indiana State Parks; dnr.IN.gov

Next Level Survey: surveymonkey.com/r/FLNDLW8
From: Bradley Blume <bblume1@aol.com>
Sent: Wednesday, January 18, 2023 11:48 AM
To: Vance, Jill <jvance@dnr.IN.gov>

Subject: GPS

**** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ****

[OBJ]

[OBJ]

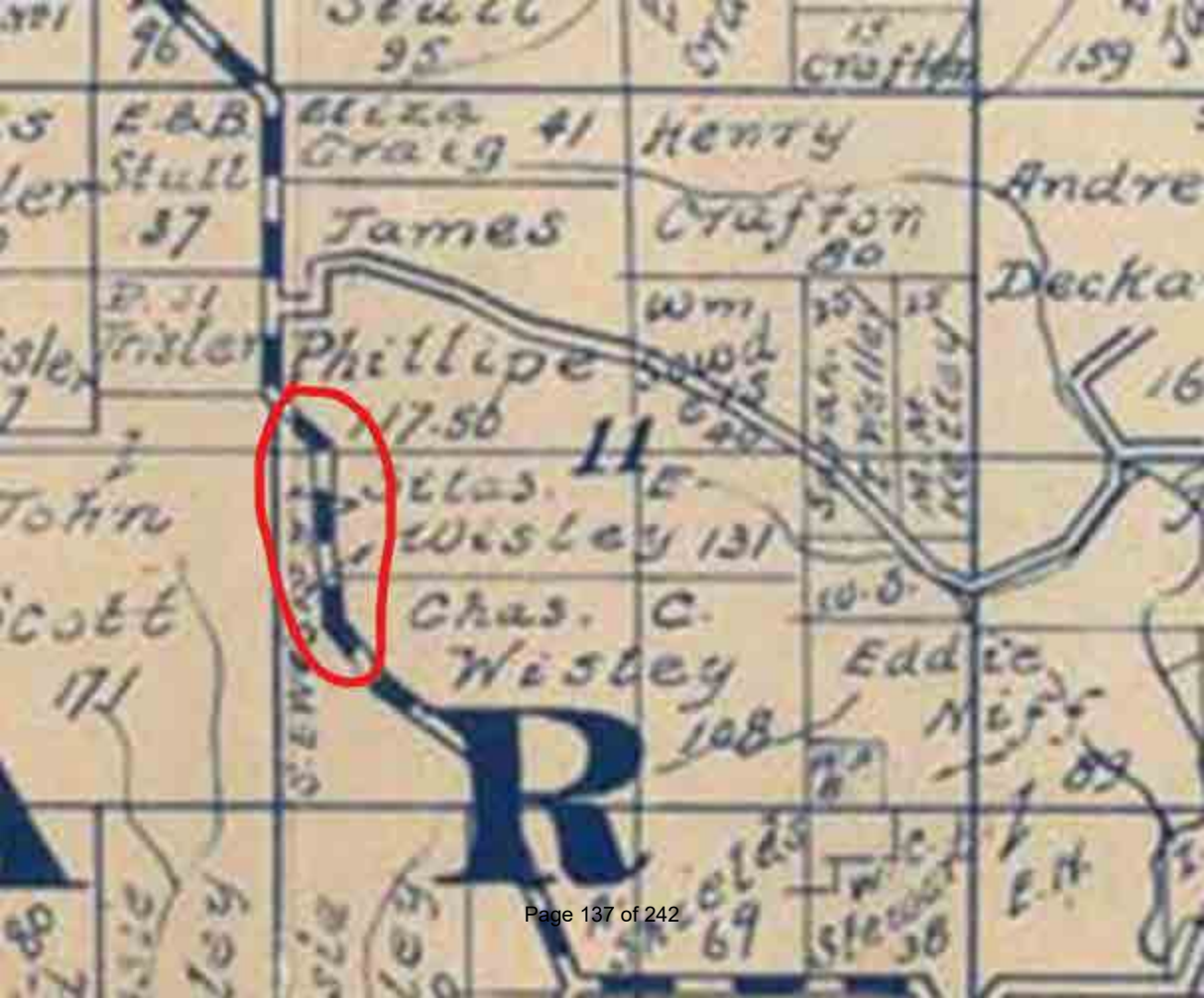
[OBJ]

[OBJ]

[OBJ]

Thank you. 4 of them should be in a fairly straight line one of them should be off on an angle

Sent from the all new AOL app for Android





REZ-22-8

07/24/2023

Anne Crecelius

Planner II

Monroe County Planning Department

501 N. Morton St., Suite 224

Bloomington, IN 47404

Phone: (812) 349-2560

Reference : July 26, 2023

Monroe County Comprehensive Plan. Page 59 , Policy Statement:

C: The presumed future use of rural property shall be the current vested use.

Summary of December 13, 2022 meeting:

"The petitioner has stated the desire to rezone the property to commercial is to increase the sale value." Not a good reason to change the zoning to only benefit them while having a negative affect on the surrounding land owners.

Monroe County Comprehensive Plan. Page 59, Policy Assumptions:

Comprehensive planning policy attempts to **minimize decreases in individual private property value** as it seeks to maximize the utility of scarce public infrastructure and services from which all residents and businesses benefit.

I am terribly concerned with the negative affect that this boat storage will have on my front property. It will immediately greatly reduce the value as a place for a residence.

As stated in another letter, I have invested time and financially into turning this into land the is the reason why I chose to and many others have chosen to move into a rural area.

Dave Utleby of the Dam Boathouse is the individual who states wants to put in a boat storage facility. I cannot predict the level of organization this would be run at, but we can look at the conditions and very low maintenance of his current business . This concerns me.

See e-mail DBH pictures attached.

Monroe County Comprehensive Plan. Page 66Public Services Goals

K: Protect and preserve scenic historic routes in Monroe County by creating a Scenic Historic Rural Roads program.....

See e-mail DNR

Bradley S. Blume

7909 S. Fairfax Road
Bloomington, IN 47401

812-322-7314 cell















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:

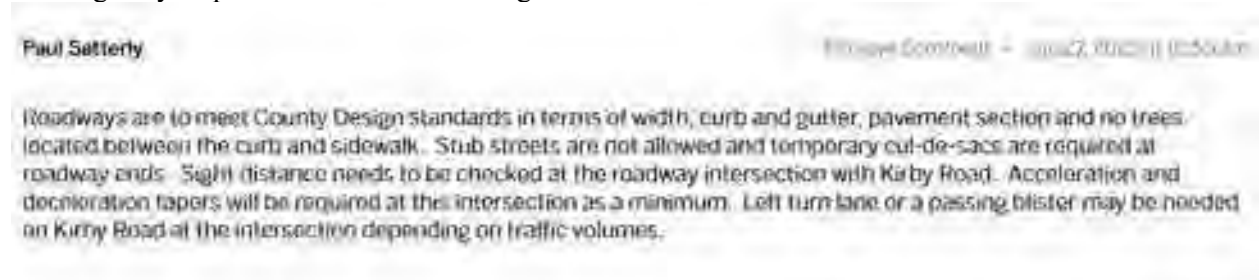
1. New Road Configuration and different triggers for completing this roadway.

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.

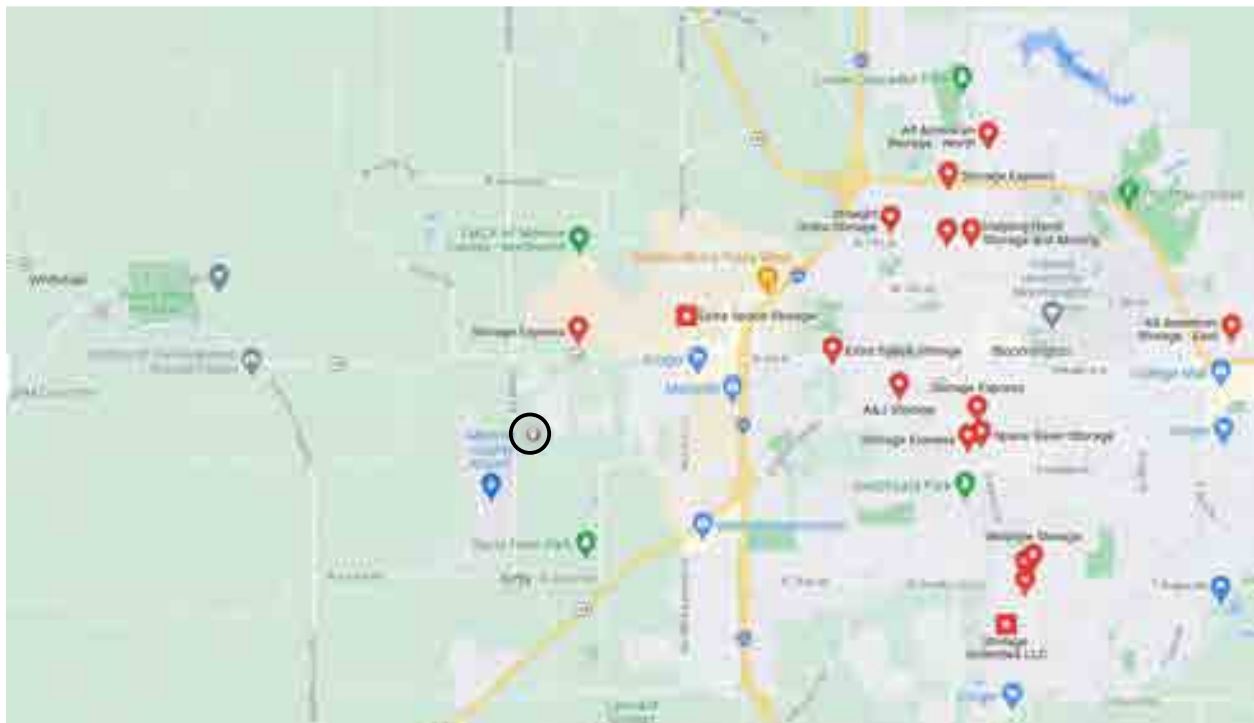


Above: A georeferenced image showing the layout of the use districts of Wiley Farms in reference to the petition parcel. Below: A comment from the Planning Director, Jackie N. Jelen, and the petitioner's response to said comment.

Jackie Neuter Jelen (P)
 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).

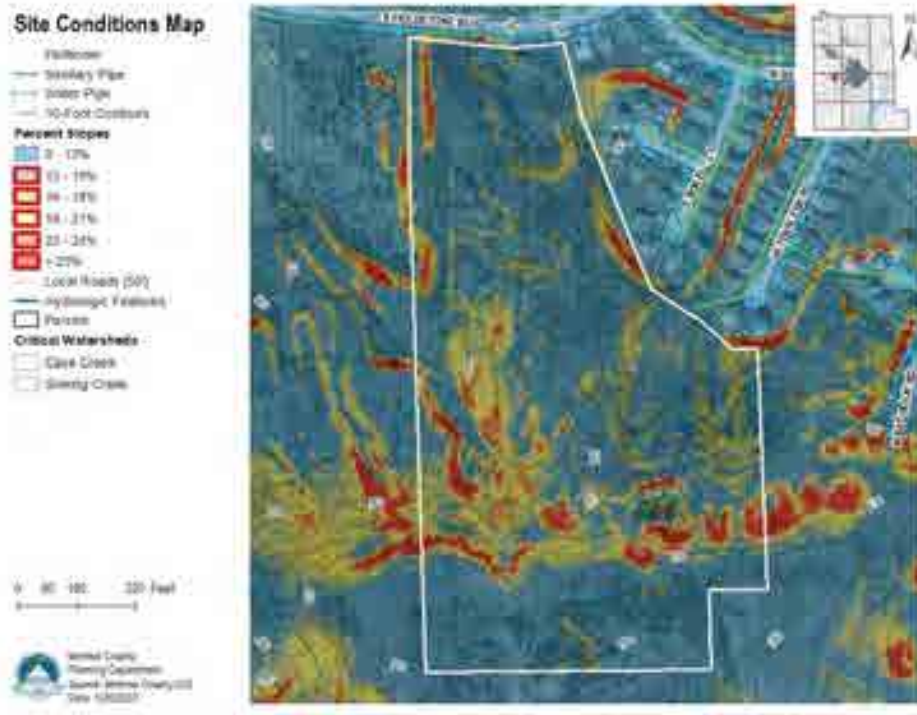


INFRASTRUCTURE

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 1st 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)

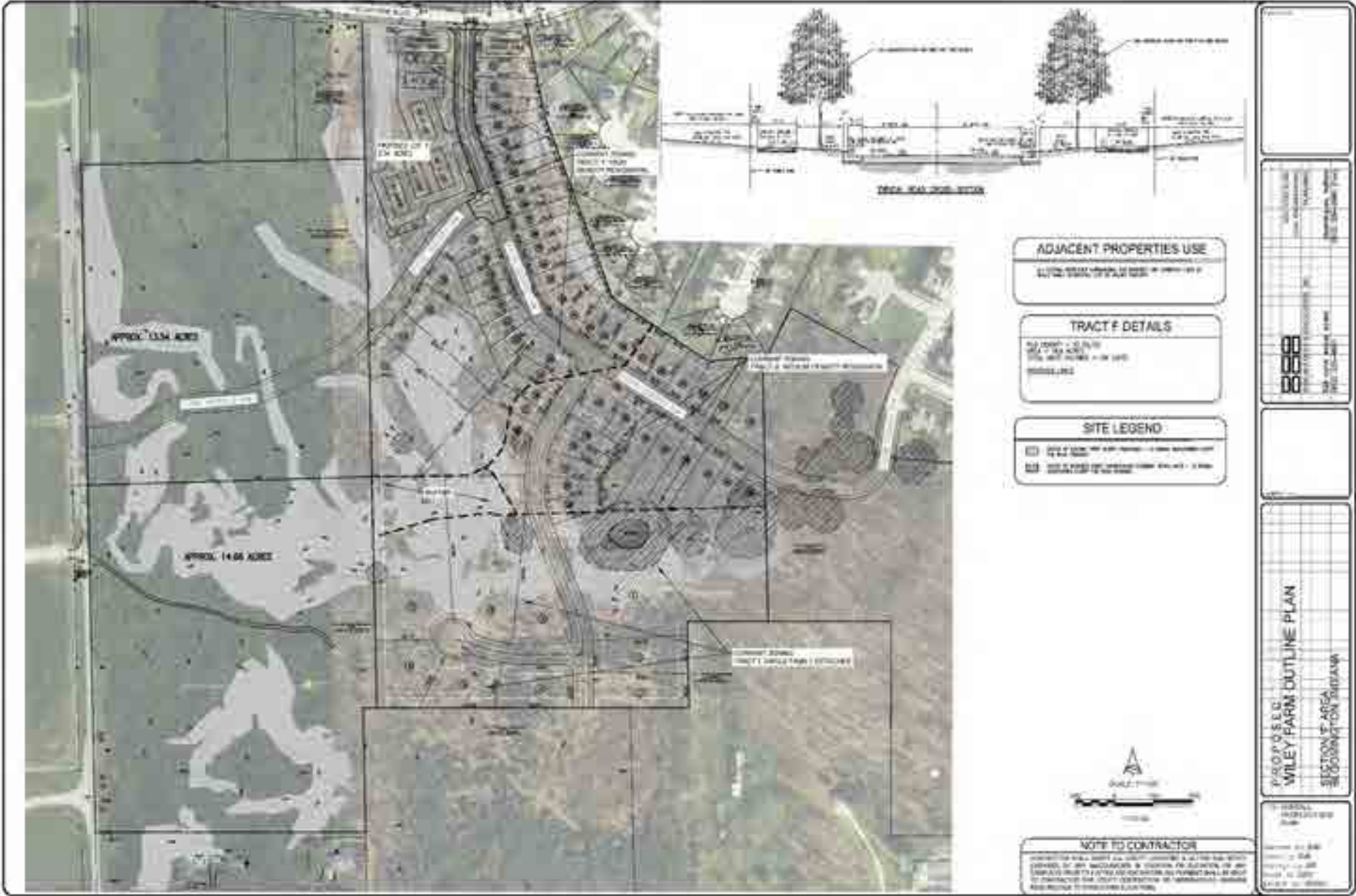


EXHIBIT 4: HOA Meeting Synopsis for January 18, 2023



BYNUM FANYO & ASSOCIATES, INC.

Architect
Site Engineer
Planner

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
Civil Engineering
Interior Design

May 4, 2023

Monroe County Planning Department
Showers Building North
501 N Morton St, Suite 224
Bloomington, IN 47404

SUBJECT: Wythe 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.
Maryam Mehney – Resident, 685 S Fieldstone Blvd

440 North Washington Street
Bloomington, Indiana 47404
Tel: 317-332-8050 Fax: 317-332-2590

Bloomington, Indiana 47404
Tel: 317-332-8050 Fax: 317-332-2590

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 Southwest 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 Scaggs and Sarah Jean Scaggs, 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 250.00 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.

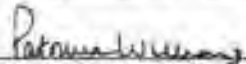
PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this 7th day of December, 1994.


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:

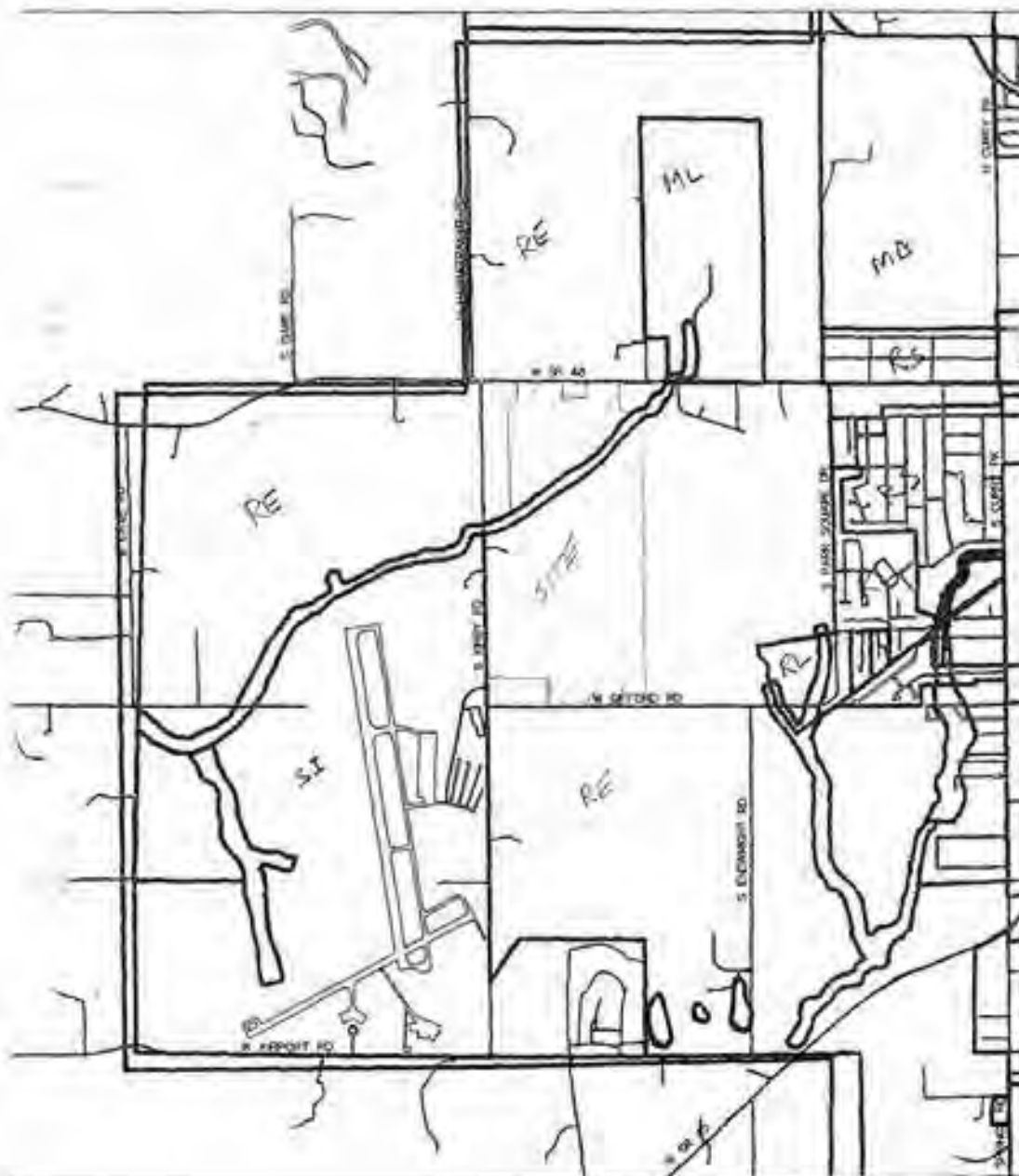
Fund(s) Affected		
Fund Balance as of January 1	\$ _____	\$ _____
Revenue to Date	_____	_____
Revenue Expected for Rest of year	_____	_____
Appropriations to Date	_____	_____
Unappropriated Balance	_____	_____
Effect of Proposed Legislation (+/-)	_____	_____
Projected Balance	\$ _____	\$ _____

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

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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 47407-5353
Telephone (317) 336-6056
FAX (317) 336-6053

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**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
Flor 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.

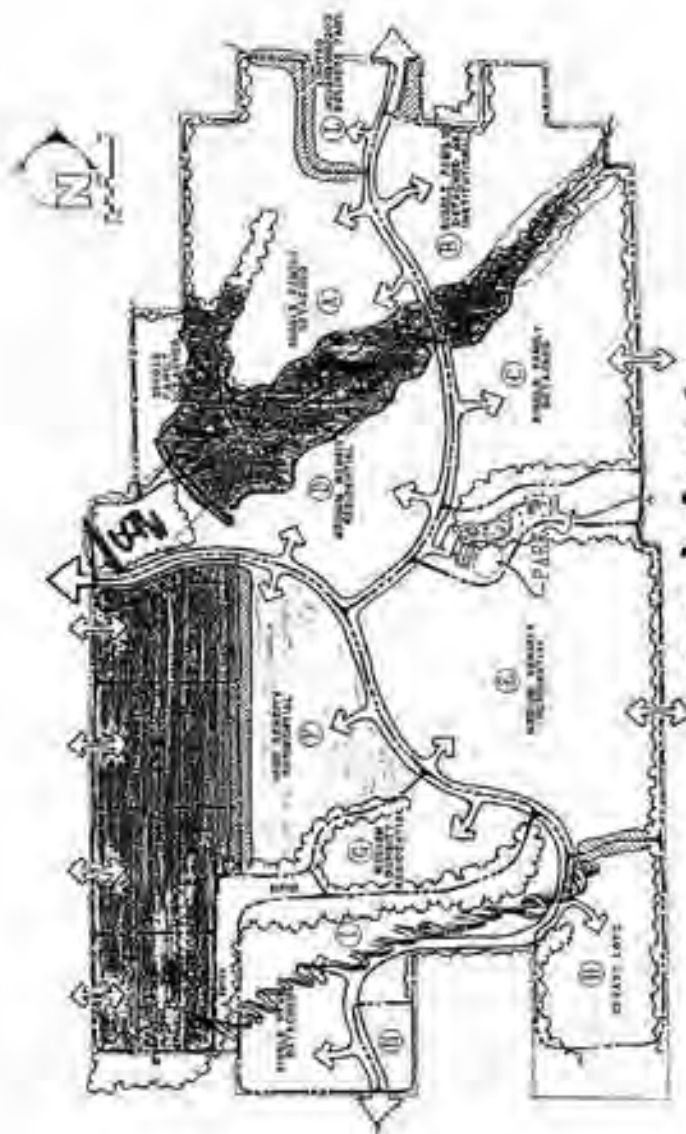
STORM WATER

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

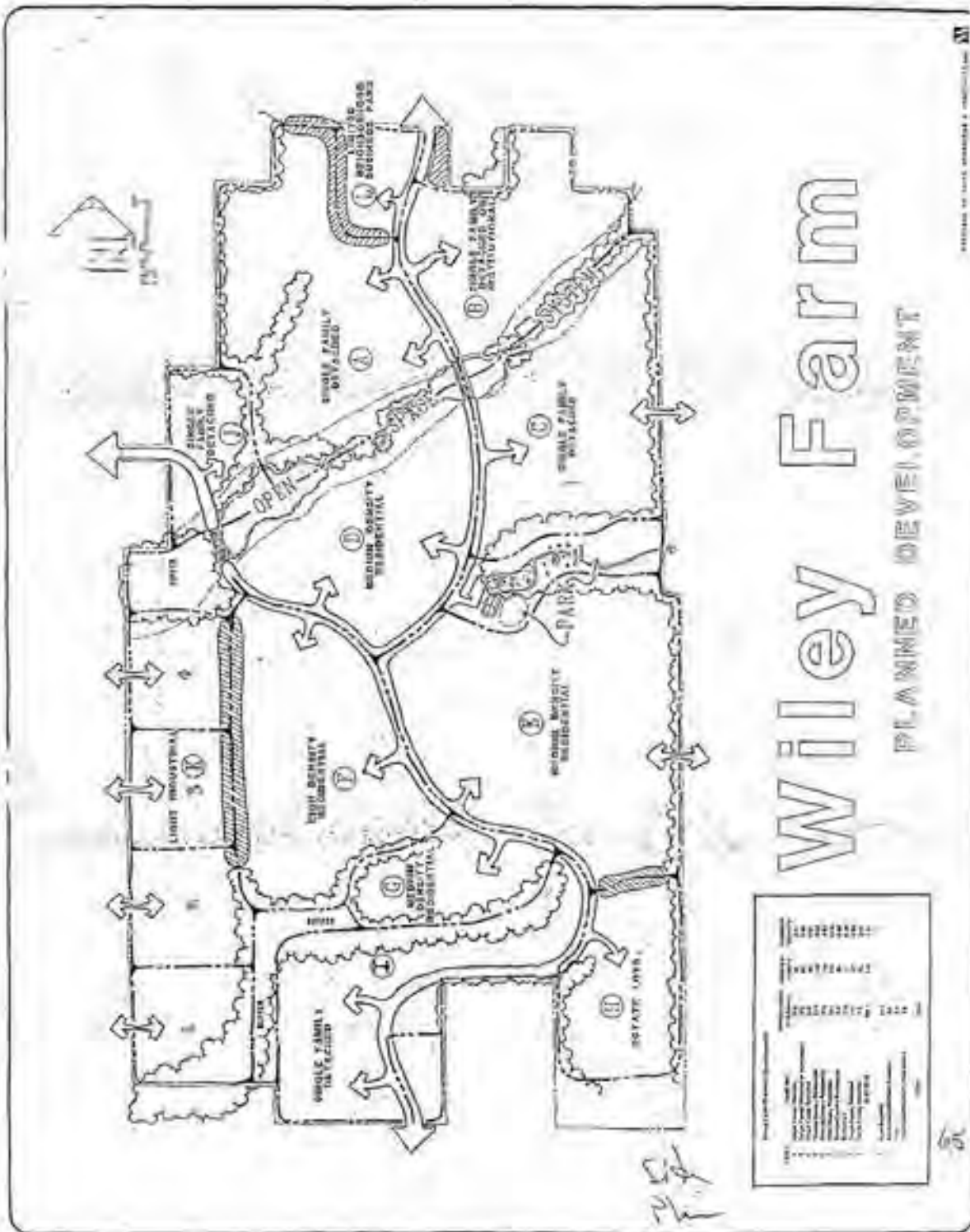


REVISIONS

Wiley Farm

001.00000000 001.00000000 001.00000000

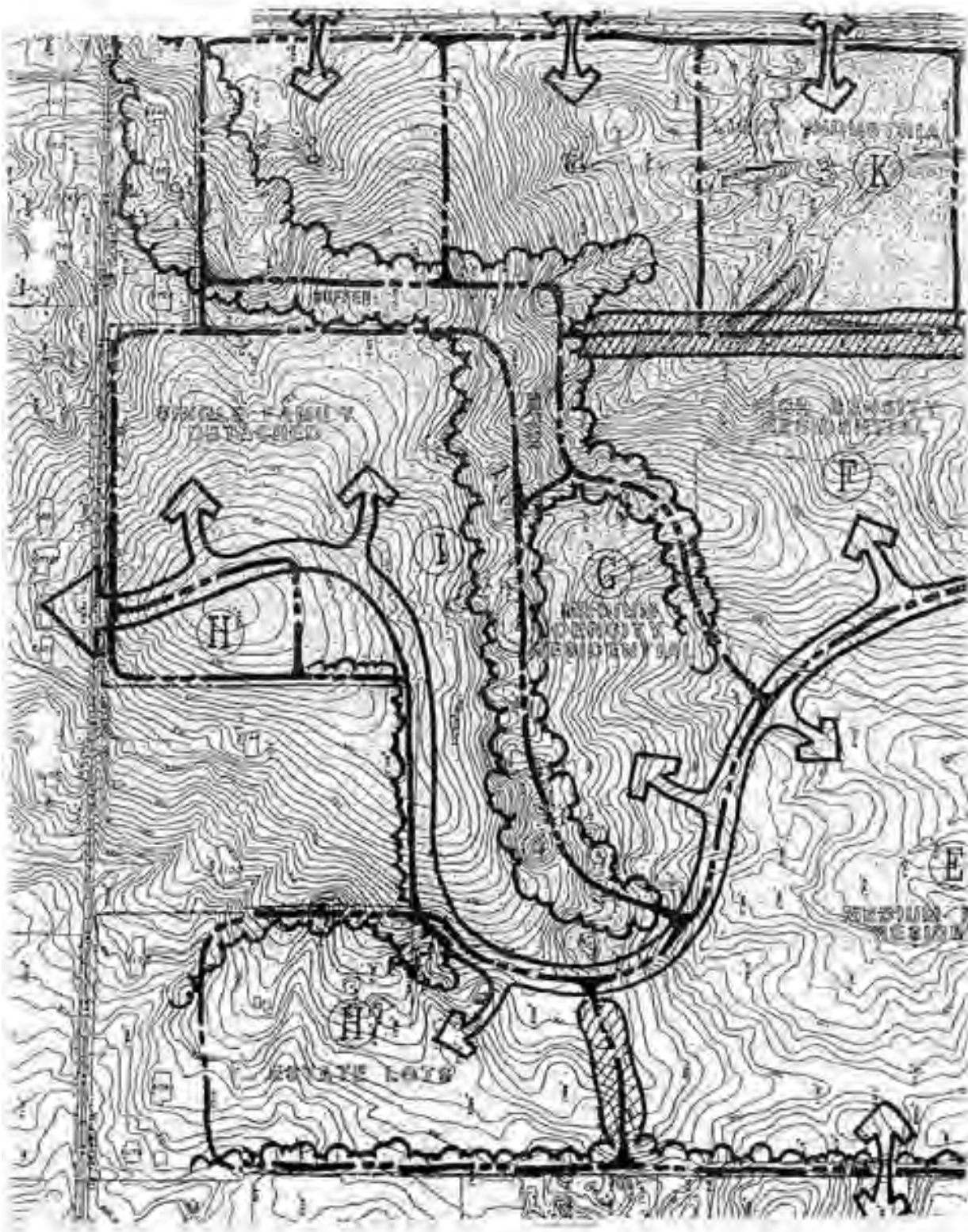
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2	001.00000000	001.00000000	001.00000000
3	001.00000000	001.00000000	001.00000000
4	001.00000000	001.00000000	001.00000000
5	001.00000000	001.00000000	001.00000000
6	001.00000000	001.00000000	001.00000000
7	001.00000000	001.00000000	001.00000000
8	001.00000000	001.00000000	001.00000000
9	001.00000000	001.00000000	001.00000000
10	001.00000000	001.00000000	001.00000000
11	001.00000000	001.00000000	001.00000000

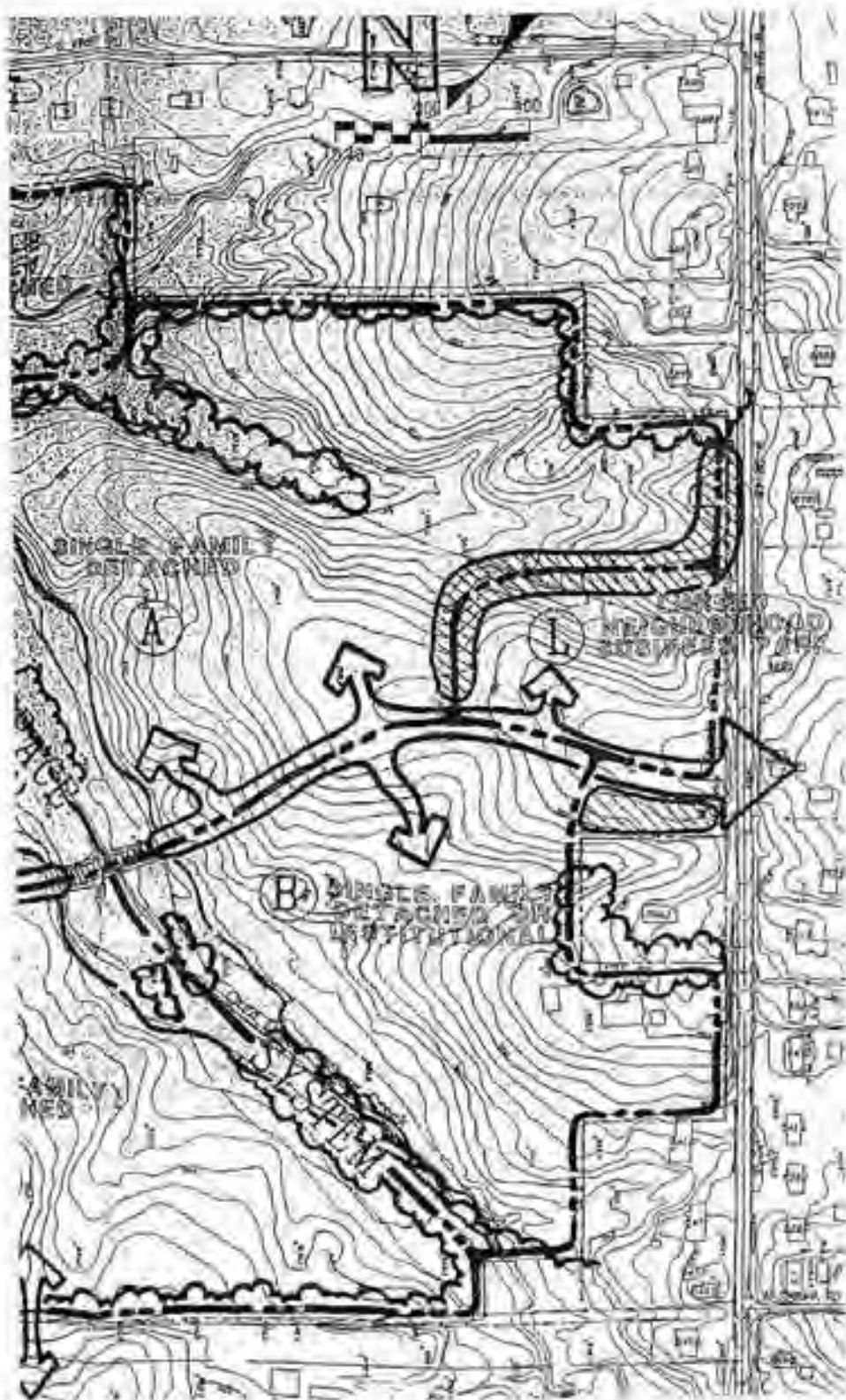


Wiley Farm Planned Development				
TRACT	LAND USE	APPROXIMATE SIZE (acres)	MAXIMUM # UNITS	MAXIMUM DENSITY
A	Single Family Detached	29.0	86	2.97
B	Single Family Detached or Institutional	17.5	62	3.54
C	Single Family Detached	24.5	86	3.51
D	Medium Density Residential	22.1	100	4.52
E	Medium Density Residential	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	880 736	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 47407-0505
Telephone 317 336-6656
FAX 317 336-6612

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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.

hydrogeology inc.

1211 S Walnut St
Bloomington, RI 02801

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

hydrogeology inc.

1211 S Walnut St
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.

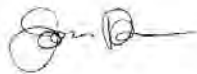
8 – Summary

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.

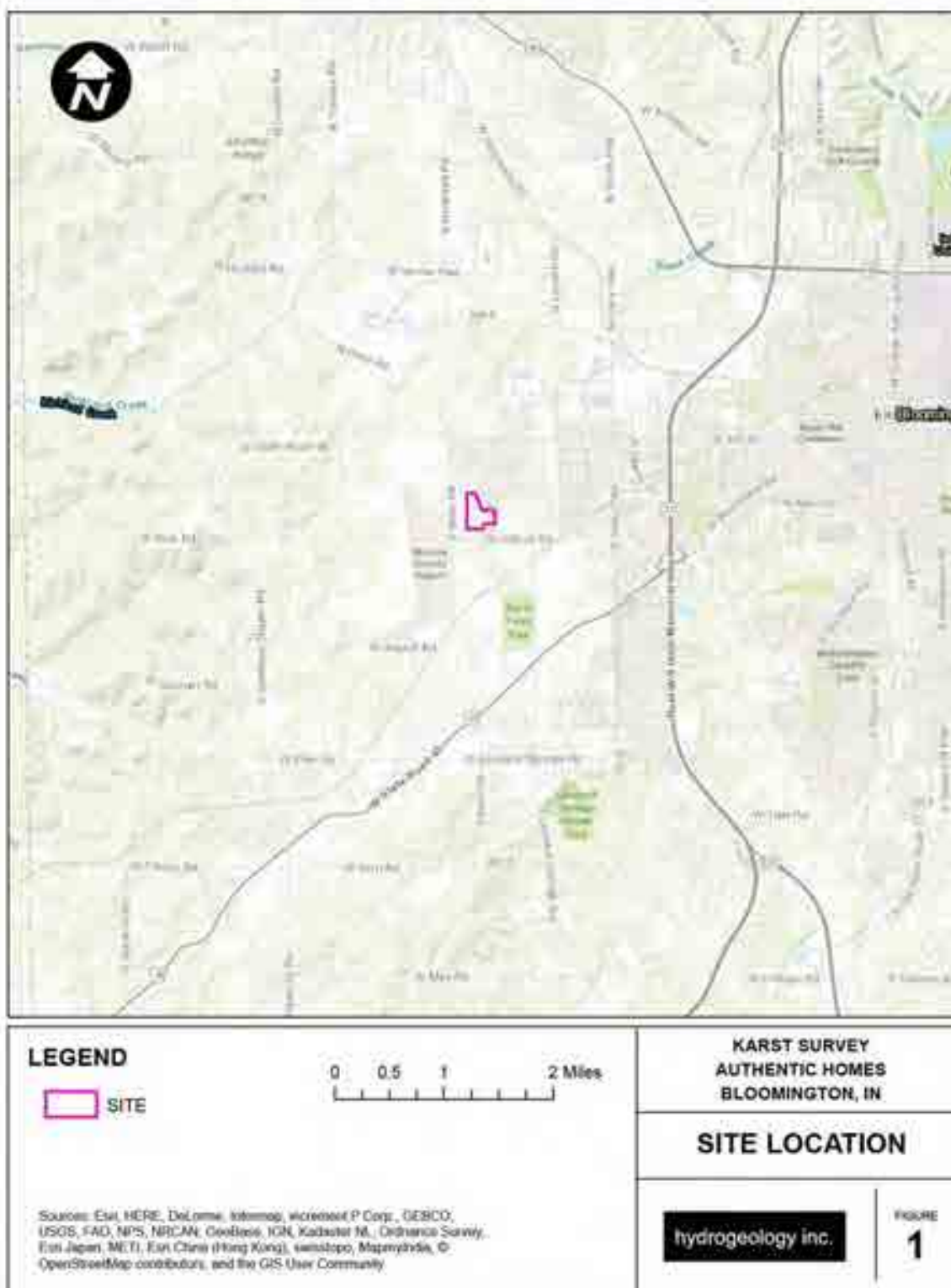
Sincerely,

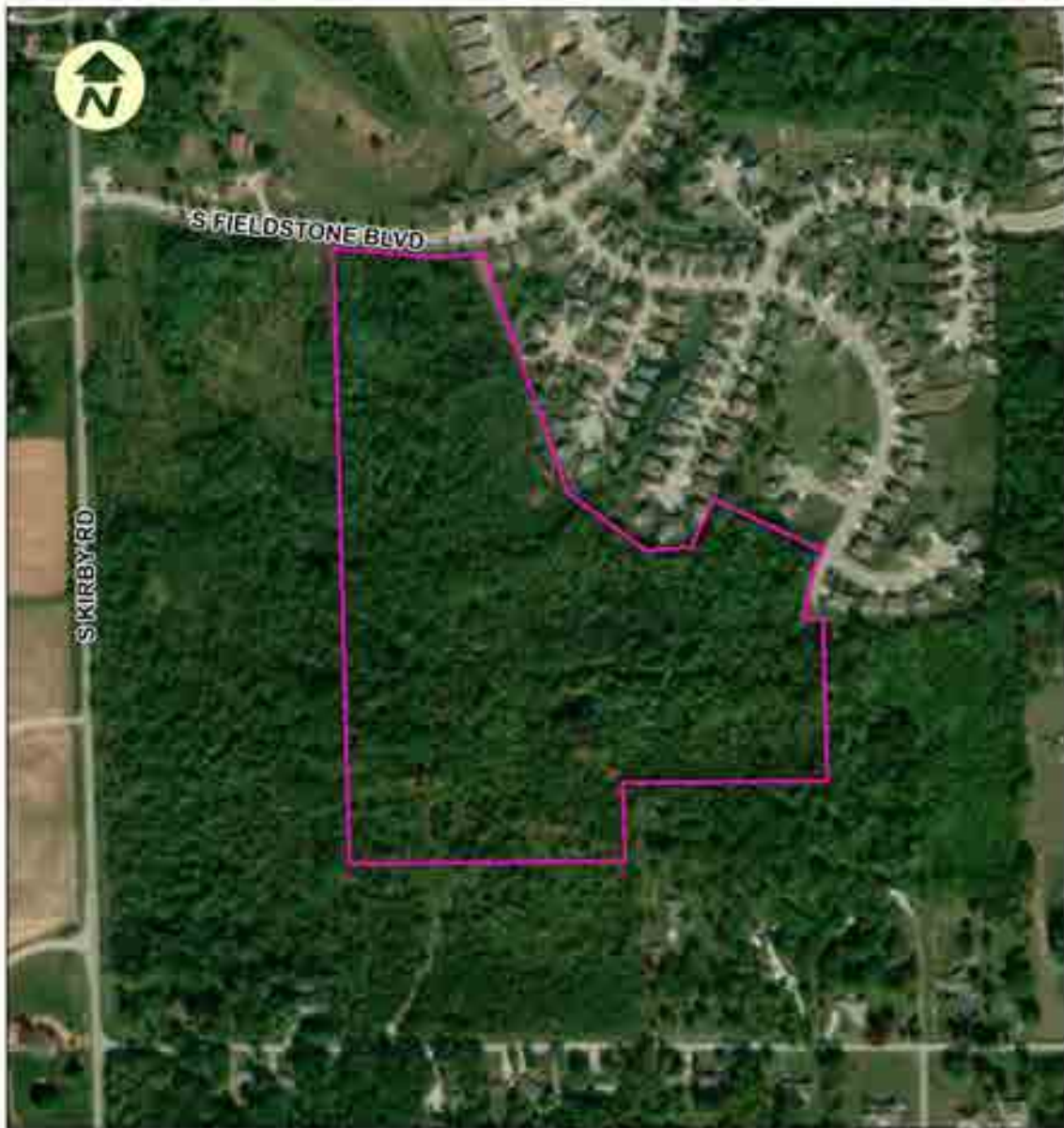
Hydrogeology Inc.



Jason N. Krothe, LPG IN-2511
President







LEGEND

 SITE

0 125 250 500 Feet

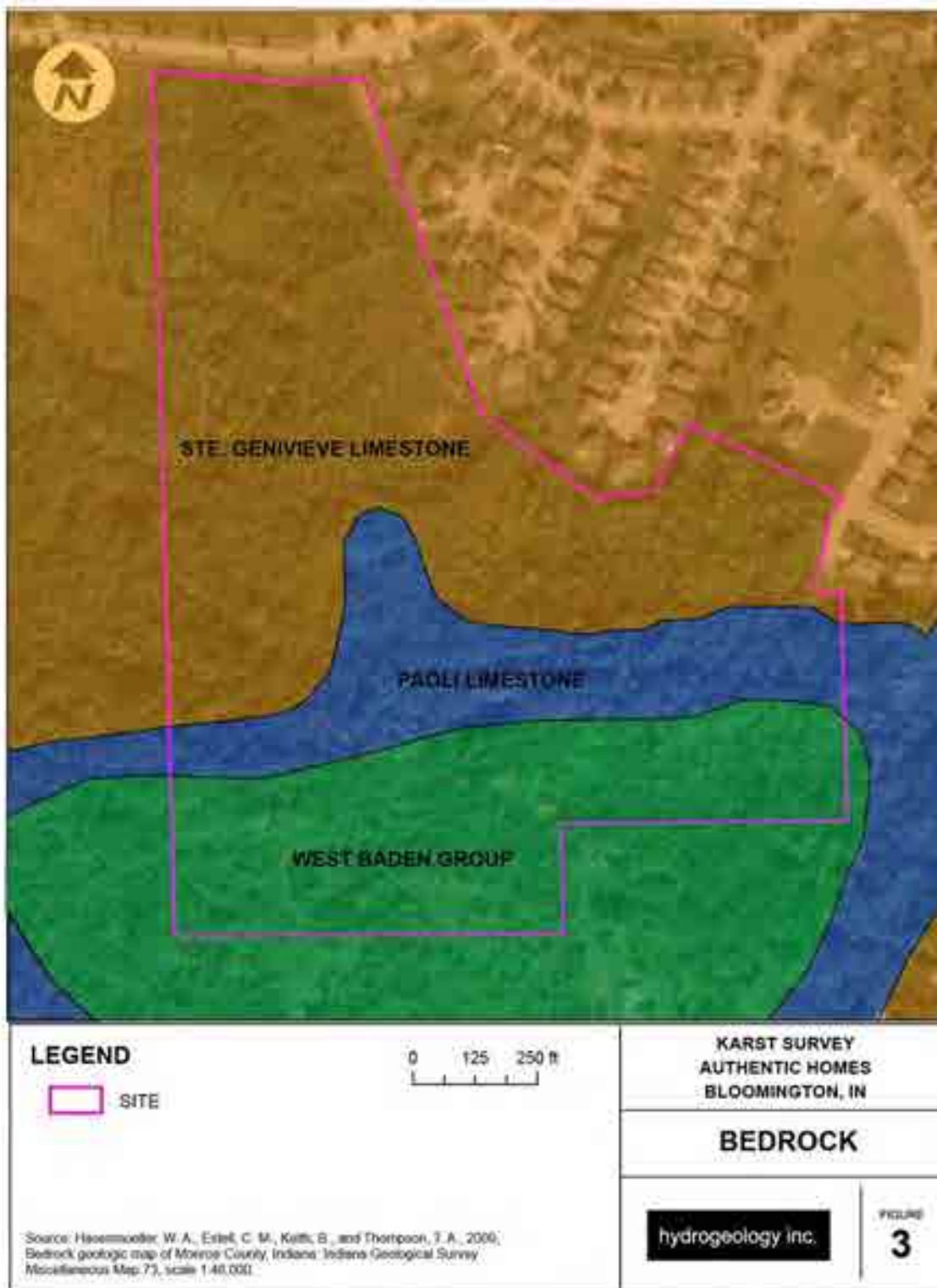
KARST SURVEY
AUTHENTIC HOMES
BLOOMINGTON, IN

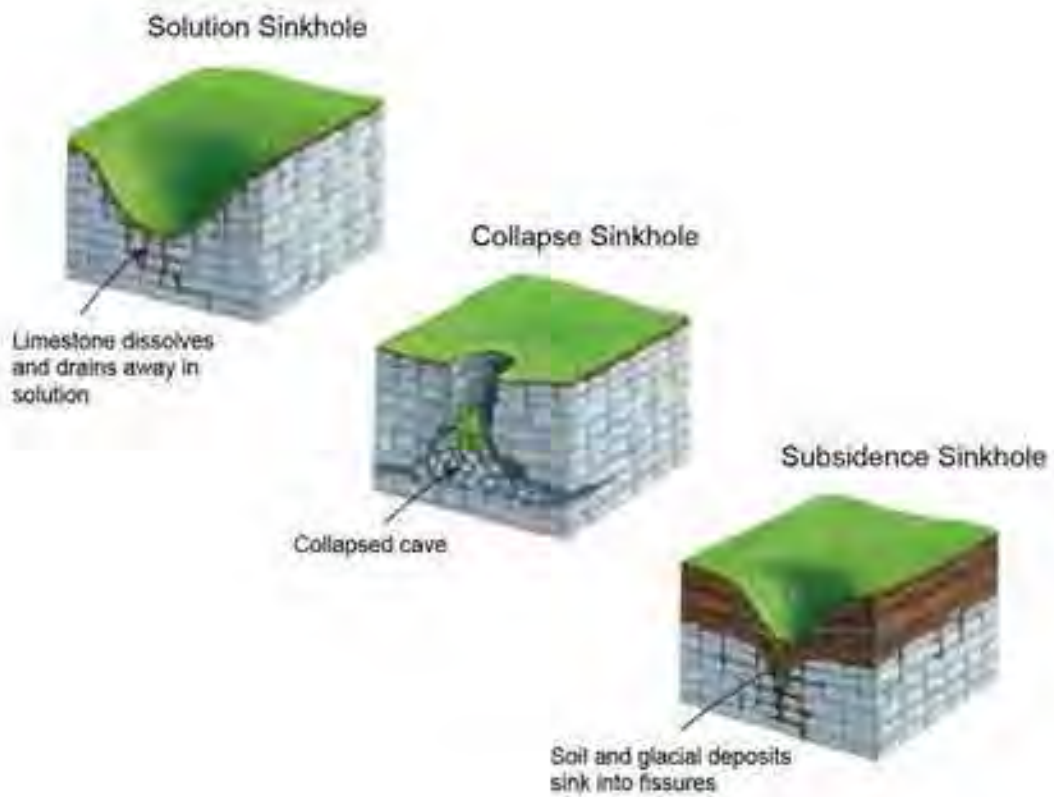
SITE BOUNDARY

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

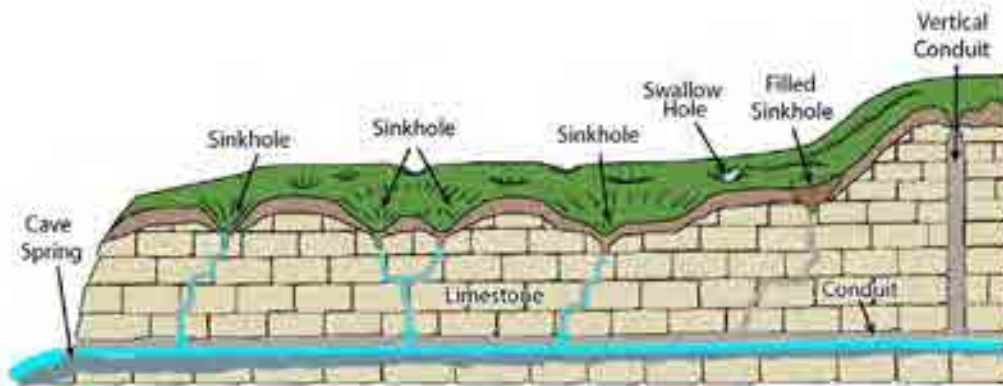
hydrogeology inc.

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	

Photograph Number: 3	
Coordinates (UTM Meters) NA	
Photograph Date: 11-12-21	
Comments: Northeast side of the property looking south.	
Recommended treatment: NA	

Photograph Number: 4	
Coordinates (UTM Meters) NA	
Photograph Date: 11-12-21	
Comments: Northeast side of the property looking southeast.	
Recommended treatment: NA	


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	

Photograph Number: 11	
Coordinates (UTM Meters): NA	
Photograph Date: 11-12-21	
Comments: Sinkhole SI4.05	
Recommended treatment: 25-foot SCA	


Photograph Number: 12	
Coordinates (UTM Meters): NA	
Photograph Date: 11-12-21	
Comments: Northeast side of the property looking southwest.	
Recommended treatment: NA	


<p>Photograph Number: 13</p>	
<p>Coordinates (UTM Meters): NA</p>	
<p>Photograph Date: 11-12-21</p>	
<p>Comments: Center of the property looking southeast.</p>	
<p>Recommended treatment: NA</p>	
<p>Photograph Number: 14</p>	
<p>Coordinates (UTM Meters): NA</p>	
<p>Photograph Date: 11-12-21</p>	
<p>Comments: Center of the property looking southwest.</p>	
<p>Recommended treatment: NA</p>	


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




<p>Photograph Number: 29</p>	
<p>Coordinates (UTM Meters) NA</p>	
<p>Photograph Date: 11-12-21</p>	
<p>Comments: Southeast side of the property looking northwest.</p>	
<p>Recommended treatment: NA</p>	
<p>Photograph Number: 30</p>	
<p>Coordinates (UTM Meters) NA</p>	
<p>Photograph Date: 11-12-21</p>	
<p>Comments: South side of the property looking north.</p>	
<p>Recommended treatment: NA</p>	

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	

Photograph Number: 43	
Coordinates (UTM Meters): NA	
Photograph Date: 11-12-21	
Comments: Center of the property looking south.	
Recommended treatment: NA	

Photograph Number: 44	
Coordinates (UTM Meters): NA	
Photograph Date: 11-12-21	
Comments: North side of the property looking south.	
Recommended treatment: NA	

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 <u>Medium Density Residential (without Convenience Storage)</u>	18.4 <u>13.23</u>	184 <u>82</u>	10-6.25 units per acre
<u>F</u>	<u>Medium Density Residential (with Convenience Storage)*</u>	<u>9.89</u>	184 <u>62</u>	10 <u>6.25</u> units per acre
G	Medium Density Residential	9.2 <u>5.67</u>	56 <u>24</u> units	8.09 <u>4.23</u> units per acre
I	Single Family Detached	21.1 <u>10.35</u>	42 <u>11.9</u> units	1.99 <u>1.15</u> 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 <u>51.7</u>	10 units per acre
G	Medium Density Residential	9.2 <u>3.53</u>	56 <u>28.5</u>	8.09 units per acre
I	Single Family Detached	21.1 <u>10.75</u>	42 <u>21.4</u>	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

“Yes” Votes

Penny Githens, President

Julie Thomas, Vice President

Lee Jones

“No” Votes

Penny Githens, President

Julie Thomas, Vice President

Lee Jones

Attest:
Catherine Smith, Monroe County Auditor



OFFICE OF
MONROE COUNTY COMMISSIONERS

100 West Kirkwood Avenue
The Courthouse Room 322
BLOOMINGTON, INDIANA 47404

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

Penny Githens, President

Julie Thomas, Vice President

Lee Jones

August 7, 2023

Dear County Councilors,

The Monroe County Board of Commissioners reviewed the attached Form 144's. These forms were presented to the Commissioners by the County Auditor in July. The Commissioners, pursuant to Ind. Code 36-2-5-4 are now forwarding these items to you with the following recommendation:

That all positions receive a wage increase of 8.5%. The recommended increase is based upon the 6% CPI increase for 2022, and the difference of 2.5% between the 2021 CPI increase of 7.5% and the 5% 2023 cost of living adjustment given to County Employees.

Thank you for your hard work and dedication. The Monroe County Board of Commissioners feel that by following its recommendation, the County Council will provide the County Departments with the ability to continue to have excellent employees that provide a high level of service to County residents.

Best Regards,

Penny Githens,
President of the Board of Commissioners

Attachment: Salary Ordinance as it is reflective of the no increase direction for the 144's.