

MONROE COUNTY **COMMISSIONERS**

Julie Thomas, President Lee Jones, Vice President Jody Madeira

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

COMMISSIONERS' HYBRID MEETING AGENDA *REVISED* Thursday, April 17, 2025, at 10:00 am Nat U. Hill Meeting Room and Teams Connection

https://teams.microsoft.com/1/meetup-join/19%3ameeting NTMSY2U2YTYtZmExMC00MGJkl TkzZjltZTU2OGVkN2YIZGQw%40thread.v2/0?context=%7b%22Tid%22% 3a%2249a60700-4c0c-4ece-b904-fb92c600e553%22%2c%22Oid%22%3a%22db83725f-c48f-476f-8894-d4bb087d29f8%22%7d

Meeting ID: 230 025 251 609 Password: 2TWvKZ Dial by your location: 1 872 242 9432, 694151466# 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 will be due to insterior and record. The public should raise their hand if they wish to speak during the public comment period.

"Anvone 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, Elizabeth Sensenstein, (812) 349-7314, essenstein@co.manoe.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 IV Coordinator at least seventy-two (72) hours prior to the date on which the services will be needed. The meeting is open to the public."

1. CALL TO ORDER BY COMMISSIONER THOMAS

2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER THOMAS

3. **DEPARTMENT UPDATES**

Health – Lori Kelley

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

5. **APPROVAL OF MINUTES** April 10, 2025

6. **APPROVAL OF CLAIMS DOCKET** Accounts Payable – April 17, 2025 Payroll – April 17, 2025

7. REPORTS

Treasurer – March 2025

8. **NEW BUSINESS**

Α. **RATIFICATION OF AN EMERGENCY DECLARATION** 14

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B. 2026 APPLICATION FOR SECTION 5311/5339 ASSISTANCE FOR RURAL AREAS GRANT AND AUTHORIZING RESOLUTION 2025-21 Fund Name: County General Fund Number: 1000 Amount: \$80,000 Presenter: Angie Purdie and Chris Myers

The Monroe County Board of Commissioners are the applicants for the Federal/State Rural assistance grant funds provided by INDOT; however, the application is completed by Area 10 / Rural Transit. This is a Federal pass through grant.

Authorizing Resolution 2025- approves a subcontract with Area 10 / Rural Transit for the provision of the transit service in accordance with the grant.

The Monroe County Board of Commissioners are approving subject to Council appropriation, \$80,000 in matching funds for this grant.

C. B & L IT SERVICES, LLC RENEWAL FOR ELECTION SUPPORT Fund Name: Election Fund Number: 1215 Amount: Not to exceed \$355,00/two-year term Presenter: Laura Wert

The Monroe County Clerk is requesting approval of a renewal contract with B&L IT Services, LLC, for election IT support services in Monroe County. This is a two year contract that will expire on December 31, 2026. In 2025, for non-election year services, the cost shall not exceed \$105,000 and covers regular maintenance and testing of all equipment, upgrade of HART equipment once approved by the State, potential equipment moves and potential planning and preparation for Vote Center Implementation. In 2026, for midterm election services, the costs shall not exceed \$250,000. The total amount of the contract shall not exceed \$355,000 for the two-year term.

D. RESOLUTION 2025-19; APPROVING THE RATIFICATION OF THE HELP AMERICANS VOTE ACT GRANT 100 RECEIVED BY THE MONROE COUNTY CLERK'S OFFICE Presenter: Molly Turner-King and/or Laura Wert

Presenter: Molly Turner-King and/or Laura Wert

On July 9, 2024, the Monroe County Clerk submitted a Subgrant application to the Office of the Indiana Secretary of State for a HAVA grant. The requested amount was \$35,873.00 and the stated purpose for these funds were to purchase five (5) Verity Print Device and equipment/license to support the printing units. Pursuant to Monroe County Code 272-2, applications for grants or awards, contracts for grants, and all other documents or instruments that modify a grant or award application or contract must be approved by the Board of Commissioners.

Resolution 2025-19 ratifies the HAVA grant application and approves the execution of Attachment C accepting the grant.

E. MULTIPLE MOU'S REGARDING MASS COUNTERMEASURE DISPENSING CLINIC SITES Presenter: Lori Kelley

The Health Department is requesting approval of memorandum of understanding with the Monroe County Fairgrounds, Monroe Convention Center, and Sherwood Oaks Christian Church for mass countermeasure dispensing clinic (MCDC) site locations.

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A MCDC site is where medications/vaccinations and information/education may be provided to a large number of citizens within a short period of time, in response to an emergency that involves an actual or imminent threat of infectious disease.

F. TYLER TECHNOLOGIES – IOT WEBSITE HOSTING Fund Name: Cumulative Capital Fund Number: 1138 Amount: \$12,000 Presenter: Greg Crohn

The Department would like to migrate the County website from www.co.monroe.in.us hosted by EGov Strategies LLC, to www.monroecounty.in.gov hosted by Tyler Technologies in cooperation with the Indiana State Office of Technology. The new site hosting includes the Monsido monitoring program for ADA compliance that we are already utilizing to monitor our current site. The site offers improved visibility, manageability, up-to-date appearance, and will reduce our annual costs to operate a site by more than 70% (not including migration costs) beginning FY 2026. Site hosting is billed monthly at a rate of \$250 p/month and can be canceled at any time with notice. Based on the volume of content to be migrated, there is a one-time professional services charge to cover those services. This request is to approve the migration services agreement for \$9,000.00 and twelve (12) months of site hosting for \$3,000. Total of both is \$12,000.00.

G.DLZ TRAFFIC STUDY AGREEMENT157Fund Name: EDIT BANFund Number: 4816Amount: \$28,200Presenter: Angie PurdiePresenter: Angie Purdie

This contract is to study the future traffic for the Northpark area.

H. AMENDMENT TO 2020 SOPHIA TRAVIS COMMUNITY SERVICE GRANT FOR HEALTH DEPARTMENT 163 Presenter: Molly Turner-King

On September 14, 2020, the Monroe County Health Department was awarded a Sophia Travis Community Service grant to be used for "disposal" and to be used no later than the end of the calendar year of 2021. The Health Department was unable to use the grant funds by the prescribed date and requested an extension for use of the funds.

The Sophia Travis Community Service Grant committee held a meeting on April 11th and approved recommending to the Monroe County Council an extension by which Wheeler Mission would have to use the grant funds.

The attached amendment extends the time for which the Health Department would have to use the grant funds to December 31, 2025.

I. ORDINANCE 2025-11; SUNSET HILL REZONE Presenter: Drew Myers

The Monroe County Board of Commissioners are requesting to rezone 100 parcels from High Development Residential (HD) to Residential 1 (RES). The rationale provided by the Commissioners

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relates to the selected area exhibiting an established neighborhood with the majority of homes utilizing septic systems, the presence of karst and sinkhole features in the area, and the recently approved historic preservation overlay that was granted to 25 parcels of the subject area.

The petition sites consist of one hundred (100) parcels totaling 64.44 +/- acres located in Section 6 of Perry Township. The petition sites are currently zoned High Development Residential (HD) per the County Development Ordinance (CDO).

The Monroe County Development Ordinance (CDO) and new Zoning Map were approved by the County Commissioners on December 18, 2024, under ordinance number 2024-61. As a part of the approval the Commissioners requested Planning staff to begin a rezone of the subject area in the County jurisdiction to change from High Development Residential (HD) to Residential 1 (RES).

The Monroe County Plan Commission voted 6-2 to forward the rezone request with a positive recommendation to the Monroe County Board of Commissioners subject to the following condition:

1.) Omit the property at 717 S Anna Lee LN - 725 S Anna Lee LN (parcel #: 53-08-06-100-034.000-008) from the rezone request due to is status as a preexisting multi-family development.

J. ORDINANCE 2025-12; MAPLE GROVE BABY FARMS REZONE Presenter: Shawn Smith

The petition sites consist of one hundred thirty-eight (138) parcels totaling 111 +/- acres located in Section 31 of Bloomington Township at the addresses listed in the Staff Report. The petition sites are zoned High Development Residential (HD). The Zoning Map amendment would rezone the properties from High Development Residential (HD) to Residential 1 (RES).

This area was part of the "former fringe" and was under the City's Planning and Zoning jurisdiction until an interlocal ended the agreement in ~2011. According to the interlocal, the County was to adopt the zoning in place for these areas as of 1997, when we adopted our prior ordinance with Chapter 833 to accommodate and match the fringe zoning districts at that time. The 1997 zoning districts was what was in place up until the CDO adopted a new map for this area, rezoning this area primarily High Development Residential.

Over time, this area has relied on different zoning designations, and there have been some multi-family developments approved and built out. The areas below show existing multi-family uses that if rezoned to single-family, would become legal pre-existing nonconforming (101 S Fairfield, 2542 W Evergreen, 415 N Kimble, 215 N Johnson, 325 N Johnson, 2312 W Beaumont, and 120 S Kimble).

The Monroe County Plan Commission voted 6-2 to forward the rezone request with a positive recommendation to the Monroe County Board of Commissioners subject to the following condition:

1.) Omit the properties at 101 S Fairfield DR, 2542 W Evergreen DR, 415 N Kimble DR, 215 N Johnson AVE, 325 N Johnson AVE, 2312 W Beaumont LN, and 120 S Kimble DR from the rezone request due to their status as preexisting multi-family developments.

9. APPOINTMENTS

10. ANNOUNCEMENTS

11. ADJOURNMENT

*To view 2025 meetings of the Board of Commissioners go to the County website/calendar, choose the day of the meeting you wish to view, click on that meeting, scroll down, and look for "Meeting Recording."

2024 Board of Commissioners Meetings; <u>https://www.youtube.com/playlist?list=PL-vZiXzX80r2zhx9OSRUIU4CUzEkiGCM0</u> 2023 Board of Commissioners Meetings; <u>https://www.youtube.com/playlist?list=PL-vZiXzX80r0D0YzJUI1f-Ex4iSfwBpF1</u> 2022 Board of Commissioners Meetings; <u>https://www.youtue.com/playlist?list=PL-vZiXzX80r1nakhPZTcztaORLvZXdVhE</u>



MONROE COUNTY COMMISSIONERS

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

COMMISSIONERS' HYBRID MEETING SUMMARY MINUTES Thursday, April 10, 2025 at 10:00 am Nat U. Hill Meeting Room and Teams Connection

https://teams.microsoft.com/1/meetup-

join/19%3ameeting NTMSY2U2YTYtZmExMCOOMGJkl TkzZjltZTU2OGVkN2YlZGQw%40thread.v2/0?context=%7b%22Tid%22% 3a%2249a60700-4c0c-4ece-b904-fb92c600e553%22%2c%22Oid%22%3a%22db83725f-c48f-476f-8894-d4bb087d29f8%22%7d Meeting ID: 230 025 251 609 Password: 2TWvKZ Dial by your location: 1 872 242 9432, 694151466# US (Chicago)

Members

Julie Thomas, President, Present, In Person Lee Jones, Vice President, Not Present Jody Madeira, Present, In Person

Staff

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

1.	CALL TO ORDER BY COMMISSIONER THOMAS	10:02 am
2.	COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER MADEIRA	10:02 am
3.	DEPARTMENT UPDATES Health – Lori Kelley Sheriff – Ruben Marte	10:02 am
4.	PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker)	10:08 am
5.	APPROVAL OF MINUTES April 3, 2025	10:08 am
Thor	eira made a motion to approve. Thomas seconded. nas called for a voice vote. on carried 2-0.	

6. APPROVAL OF CLAIMS DOCKET

Accounts Payable - April 10, 2025

Madeira made a motion to approve. Thomas seconded. No public comment. Thomas called for a voice vote. Motion carried 2-0.

7. REPORTS

None

8. NEW BUSINESS

A. BLOOMINGTON SEAL COATING & PAVING, LLC FOR PARKING LOTS SEAL AND STRIPE 10:08 am Fund Name(s): 2021 GO Bond and LIT SPECIAL PURPOSE Fund Number(S): 4814 and 1114 Amount: \$6,000 Presenter: Alex Griffith

This request is to accept the proposal submitted by Bloomington Seal Coating & Paving to clean, fill surface cracks, apply asphalt sealant and repaint parking stripes in the amount of \$2,000.00 at the Health Building parking lot and \$4,000.00 at the Youth Services Bureau parking lot for a total project cost of \$6,000.00. Note:

The **\$2,000** amount will be paid out of the <u>2021 GO BOND</u>. The **\$4,000** amount will be paid out of <u>LIT Special Purpose</u>.

Madeira made a motion to approve. Thomas seconded. No public comment. Thomas called for a voice vote. Motion carried 2-0.

B. BLOOMINGTON TRANSIT AGREEMENT

Fund Name: County General Fund Number: 1000 Amount: Not to exceed \$5,000 Presenter: Elizabeth Sensenstein

This contract formalizes an agreement between Monroe County and Bloomington Transit, ensuring that county employees continue to have access to discounted bus services through the new system. The contract outlines the terms for providing the benefit code to employees, data reporting, payment terms, and the responsibilities of both parties moving forward. Not to exceed \$5,000.

Madeira made a motion to approve. Thomas seconded. No public comment. Thomas called for a voice vote. Motion carried 2-0. 10:12 am

10:08 am

C.	BLOOMINGTON SEAL COATING & PAVING, LLC ON-CALL SERVICE AGREEMENT Fund Name(s):County General, Parks Non-Reverting Fund Number(s): 1000, 1178, & 1179 Amount: Not to exceed \$30,000 Presenter: Kelli Witmer	10:13 am
	8-26-25 MC Parks Board approved to hire BSCP on an on-call basis for various asphalt r services, and NTE \$30,000 & term expires 05-01-26.	
No pu Thom	eira made a motion to approve. Thomas seconded. ublic comment. aas called for a voice vote. on carried 2-0.	
D.	BLEDSOE RIGGERT COOPER JAMES ON-CALL SERVICE AGREEMENT Fund Name(s):County General, Parks Non-Reverting Fund Number(s): 1000, 1178, & 1179 Amount: Not to exceed \$10,000 Presenter: Kelli Witmer	10:15 am
	3-26-25 MC Parks Board approved to hire BRCJ on an on-call basis for land surveying and engineering services, and NTE \$10,000 & term expires 05-01-26.	
Public Leigh Thom	eira made a motion to approve. Thomas seconded. c comment: Brunbaker, Monroe County resident has called for a voice vote. on carried 2-0.	
E.	COMMERCIAL SERVICE ON-CALL SERVICE AGREEMENT Fund Name(s): County General, Parks Non-Reverting Fund Number(s): 1000, 1178, and 1179 Amount: Not to exceed \$15,000 Presenter: Kelli Witmer	10:17 am
	8-26-25 MC Parks Board approved to hire Commercial Service on an on-call basis for & plumbing services, and NTE \$15,000 & term expires 05-01-26.	
No pu Thom	eira made a motion to approve. Thomas seconded. ublic comment. has called for a voice vote. on carried 2-0.	
F.	NATHANAEL HANCOCK SERVICE AGREEMENT Fund Name(s): County General, Parks Non-Reverting Fund Number(s): 1000, 1178, and 1179 Amount: \$5,000 Presenter: Kelli Witmer	10:22 am
		N 41

On 03-26-25 MC Parks Board approved to hire Nathanael Hancock for various informatics & coding services, and NTE \$5,000 & term expires 05-01-27. Mr. Hancock corrects problems in the Parks Board's financial database.

Madeira made a motion to approve. Thomas seconded. No public comment. Thomas called for a voice vote. Motion carried 2-0.

G. COMPUTER SYSTEMS, INC. (CSI) SERVICE AGREEMENT RENEWAL Fund Name: Recorder's Perpetuation Fund Fund Number: 1189 Amount: \$15,840 Presenter: Amy Swain

10:23 am

Land Records Management System (LRMS) is the system The Department uses to record documents and take payments. With Computer Systems, Inc. (CSI), we have an integrated system (eRM) that allows electronic recording from four different vendors (CSC, Epn, Indecomm, and Simplifile). Our "back files" are integrated into this system as we digitize older documents and make them available to the public. Our credit card payment platform (Catalis) is also integrated. The Department uses the CSI imaging system to bring the documents we scan for recording (mail, over the counter) into the LRMS.

This is a renewal of our annual LRMS Hardware Support agreement and Imaging Software Support agreement with CSI. There was no price increase for 2025.

Madeira made a motion to approve items G & H. Thomas seconded. No public comment. Thomas called for a voice vote. Motion carried 2-0.

H. COMPUTER SYSTEMS, INC. (CSI) SERVICE AGREEMENT RENEWAL Fund Name: Recorder's Perpetuation Fund Fund Number: 1189 Amount: \$27,768.94 Presenter: Amy Swain

Land Records Management System (LRMS) is the system The Department uses to record documents and take payments. With Computer Systems, Inc. (CSI), we have an integrated system (eRM) that allows electronic recording from four different vendors (CSC, Epn, Indecomm, and Simplifile). Our "back files" are integrated into this system as we digitize older documents and make them available to the public.

This is a renewal of our annual LRMS Software Maintenance agreement with CSI. There was no price increase for 2025.

I. NORTH PARK OFFICE STATE ROAD 46 SUBDIVISION INVENTORY ACCEPTANCE Presenter: Ben Ayers

10:29 am

The Developer has completed the project of extending North Lintel Drive as part of the North Park Office State Road 46 Subdivision -Tract B-2, Parcels 2 & 3 and is requesting acceptance into County Inventory.

Madeira made a motion to approve. Thomas seconded. No public comment. Thomas called for a voice vote. Motion carried 2-0.

9. APPOINTMENTS None

10. ANNOUNCEMENTS

Next Commissioner's meeting will be Thursday, April 17th. The <u>April 34th meeting has been canceled</u>.

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

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

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

The Commissioners have virtual office hours via Teams 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 <u>Ivy Tech, Shreve Hall, 200 Daniels Way,</u> <u>Bloomington, IN</u> on the following dates:

- Thursday, April 10, 2025, 1 pm 6 pm (location C130 A and B)
- Thursday, May 8, 2025, 1 pm 6 pm (location C130 A and B)
- Wednesday, June 4, 2025, 10 am 3 pm (location C130 A and B)

To make an appointment go to <u>www.redcross.org</u>

TOWNSHIP TRUSTEE	Phone	email
Bean Blossom- Ronald Hutson	812.935.7174	beanblossomtrustee19@gmail.com
Benton - Michelle Bright	812.339.6593	trustee@bentontownship53@in.gov
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.

10:30 am

10:30 am

11. ADJOURNMENT

The summary minutes of the April 10, 2025, Board of Commissioners' meeting were approved on April 17, 2025.

MONROE COUNTY COMMISSIONERS

 "Aye"
 "Nay"

 Julie Thomas, President
 Julie Thomas, President

 Lee Jones, Vice President
 Lee Jones, Vice President

 Jody Madeira, Member
 Jody Madeira, Member

 ATTEST:
 Brianne Gregory, Auditor

 Brianne Gregory, Auditor
 Date

10:33 am



MONROE COUNTY BOARD OF COMMISSIONERS' WORK SESSION SUMMARY Thursday, April 10, 2025 Nat U. Hill Meeting Room - 3rd Floor Courthouse and Teams Connection

Members

Julie Thomas, President, Present, In Person Lee Jones, Vice President, Not Present Jody Madeira, Present, In Person

Staff

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

1. Planning – Drew Myers Ordinance 2025-11; Sunset Hills Rezone

The Monroe County Board of Commissioners are requesting to rezone 100 parcels from High Development Residential (HD) to Residential 1 (RES). The rationale provided by the Commissioners relates to the selected area exhibiting an established neighborhood with the majority of homes utilizing septic systems, the presence of karst and sinkhole features in the area, and the recently approved historic preservation overlay that was granted to 25 parcels of the subject area.

The petition sites consist of one hundred (100) parcels totaling 64.44 +/- acres located in Section 6 of Perry Township. The petition sites are currently zoned High Development Residential (HD) per the County Development Ordinance (CDO).

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The Monroe County Plan Commission voted 6-2 to forward the rezone request with a positive recommendation to the Monroe County Board of Commissioners subject to the following condition:

1.) Omit the property at 717 S Anna Lee LN - 725 S Anna Lee LN (parcel #: 53-08-06-100-034.000-008) from the rezone request due to is status as a preexisting multi-family development.

Bring back to the April 17th Commissioners meeting.

2. Planning-Shawn Smith Ordinance 2025-12; Maple Grove Baby Farms Rezone

The petition sites consist of one hundred thirty-eight (138) parcels totaling 111 +/- acres located in Section 31 of Bloomington Township at the addresses listed in the Staff Report. The petition sites are zoned High Development Residential (HD). The Zoning Map amendment would rezone the properties from High Development Residential (HD) to Residential 1 (RES).

This area was part of the "former fringe" and was under the City's Planning and Zoning jurisdiction until an interlocal ended the agreement in ~2011. According to the interlocal, the County was to adopt the zoning in place for these areas as of 1997, when we adopted our prior ordinance with Chapter 833 to accommodate and match the fringe zoning districts at that time. The 1997 zoning districts was what was in place up until the CDO adopted a new map for this area, rezoning this area primarily High Development Residential.

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Bring back to the April 17th Commissioners meeting.

Prescribed by	State	Board	of	Accounts

	County Form No. 47-TR (Rev. 1987)
1046	Deposits ir)utstanding Warrant-Checks
COUNTY TREASURER'S MONTH	LY REPORT

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

Month ending	March 2025 MONROE COUNTY
CHARGES:	
1 Total Taxes Collected (Not Receipted to Ledger or Refunded)	\$ 4,616,768.20
2 Advance Collection of Taxes.	0.00
3 Bank, Building and Loan and Credit Union	
4 Barrett Law Collections.	
5 Cash Change Fund	
6 Conservancy District Collections.	0.00
7 Demand Fees	0.00
8 Advance Tax Draws(neg).	0.00
9 Drainage Assessments	
10 Excess Tax Collections	
11 Gross Income Tax on Real Estate	
Wheel & Surtax	0.00
12 Vehicle license Excise Tax.	3,540,490.10
13 Sewage Collections.	0.00
14 Vehicle Sharing	
15 Aircraft License Excise Tax	
16 Auto Rental Excise Tax	
17 Watercraft Title and Registration Fees (Boat Excise Tax)	55,595.16
18 Lotto Excise Tax Cut	1,544,829.02
19 Heavy Epuipment Rental	0.00
20 C.O.B. lien correction 2024	0.00
21 Total Balances of all Ledger Accounts - Cash	115,011,810.79
22 Total Balances of all Ledger Accounts - Investments	
23 Total Charges	\$156,333,820.33
CREDITS:	
24 Depository Balance as Shown by Daily Balance of Cash and	
Depositories Record (List in Detail on Reverse Side)	\$ 124,994,083.01
25 Investments as Shown by Daily Balance of Cash and	
Depositories Record Column 12, Line 41	\$ 31,338,737.32
26 Total Cash on Hand at Close of Month:	¢
Currency	100.00
Coins	
Checks, Money Orders, etc	0.00
Total	\$ 1,000.00
27	
28	
20	
29	
30 Total	
31 Cash Short (add)	
32 Cash Long (Deduct)	\$ 0.00
33 Proof.	
55 x 1001	
34 Balance in all Depositories Per Daily Balance Record	
(Line 24 Above)	\$ 124,994,083.01
35 Outstanding Warrant-Checks (Detail by	
Depositories on Reverse Side)	(1,192,426.21)
36 Balance in all Depositories Per Bank Statements	
	\$ 127,135,066.37
(Detail on Reverse Side)	
37 Deposits in Transit (Detail on Reverse Side)	
38 Proof	\$ 127,135,066.37 \$ 127,135,066.37
ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH:	
(a) Cash Change Fund Advanced by County	\$ 1,000.00
(b) Receipts Deposited in Depositories	
(c) Uncollected Items on Hand (List on Reverse Side)	\$ 1,000.00
(d) Total (Must Agree With Line 26 Above)	φ1,000.001
State of Indiana, Monroe County: SS: I, the undersigned treasure	er of the aforesaid County and State
hereby certify that the foregoing report is true and correct to the b	best of my knowledge and belief.
	Alin
Dated this 15th day of April 2025	attraction mult

 County Treasurer

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

 Original (White)
 --To be filed with County Auditor for Board of Finance.

 Duplicate (Blue)
 -- To be filed with County Auditor for Board of Commissioners.

 Triplicate (Pink)
 --To be filed with County Auditor for transmission to State Board of Accounts.

 Quadruplicate (Canary)
 --To be retained by County Treasurer.



APR 11 2025 Branne m. gugny Auditor Monroe County, Indiana STATEMENT OF DEPOSITORY BALANCES AT CLOSE OF MONTH

Mar-25

Returned by (Name of Dep) Reason for Return Amount

deposits+outstanding+BB balance=CB bal come back to cashbook balance Balance Per Daily Balance Balance Per Bank Outstanding Warrant-COUNTY TREASURER'S Name and Location of Depository Statements Deposits in Transit Checks Cash & Depositories 001 - FFB Operating Acct# 1242 \$11,537,467.20 \$13,209,086.14 (\$521,555.28) (\$1,150,063.66) ~ 002 - FFB Payroll Acct# 3328 (\$42,433.98)\$0.00 (\$71.43) (\$42,362.55) Required by IC 36-2-10-16 004 - FFB PERF Acct# 5596 \$0.00 \$0.00 \$0.00 \$0.00 and IC 5-13 005 - FFB Credit Card Acct# 9145 \$0.00 \$626.733.01 \$650,950.24 (\$24,217.23) 006 - FFB MM Savings Acct# 5535 \$0.00 \$46,909,279.81 (\$164,886.05) \$46,744,393.76 ~ 013 - Ger American MM Acct# 3108 \$11,135,944.31 \$11,172,830.22 (\$36,885.91) \$0.00 \$54,983,186,73 014 - Trust IN Acct# IN-02-0149 \$55,184,098.88 (\$200,912.15) \$0.00 022-ONB-MC18-Int Acct#80-0386-01-3 \$197.80 \$200.22 (\$2.42) \$0.00 027-ONB MC 20 Cap 80-0424-04-6 \$8,609.20 (\$26.37) \$0.00 \$8,582.83 030-ONB MC21 80-0477-01-0 \$11.66 (\$0.31) \$0.00 \$11.35 Depository Totals \$127,135,066,37 (\$948,557,15) (\$1,192,426,21) \$124,994,083.01 <-Depository Balance V 007 - MS7203004 LR&St Acct# 3004 \$57,700.09 \$57,700.09 \$0.00 \$0.00 1 008 - MS7203017 CBridge Acct# 3017 \$37,605.78 \$37,605.78 \$0.00 \$0.00 009 - MS7202940 Av Gen Acct# 2940 \$13,429.26 \$13,429.26 \$0.00 \$0.00 010 - MS7202979 Av Con Acct# 2979 \$29,422.07 \$0.00 \$0.00 \$29,422.07 1 MONROE COUNTY \$43,259.25 \$43,259.25 011 - MS7202924 Av Bldg Acct# 2624 \$0.00 \$0.00 1 012 - MS7202953 Reass. Acct# 2953 \$7,828,74 \$0.00 \$0.00 \$7,828.74 Month ending 1 019 - Redev P&I Acct# 80-0306-01-1 Ź (\$135.37) \$0.00 \$47,331.53 \$47,466.90 \$0.00 020 - RedevDServ Acct#80-0306-03-7 \$287,934.02 (\$891.83) \$287,042.19 March 31. 2025 \$12,831,595.97 \$12,834,184.41 021 - Bank of NY Mellon-Turquoise \$2,588.44 \$0.00 1 \$0.00 023-ONB MC18 Constr 80-0386-03-9 \$0.00 \$0.00 V \$0.00 024-ONB MC18 Surplus 80-0386-02-1 \$0.00 \$0.00 \$0.00 \$0.00 \$70.270.61 \$0.00 \$70.070.34 025-ONB MC20 P&I Act 80-0424-01-2 1 (\$200.27) \$511,232.10 026-ONB MC20 DebtAct 80-0424-03-8 (\$1,580.62) \$0.00 \$509,651.48 1 032-German Amer CD# 8648 \$0.00 \$7,401,212,18 \$7.401.212.18 \$0.00 \$10,000,000.00 034-German American CD# 7701225779 \$10,177,890.41 (\$177,890.41) \$0.00 \$31,338,737.32 <-Investments Balance</pre> (\$178,110.06) \$0.00 Investment Totals \$31,516,847.38 Warrants & Deposits in Transit Totals \$158,651,913.75 (\$1,126,667.21) (\$1,192,426.21) \$156,332,820.33 \$2,319,093.42 * Interest (R cces ** Outstanding Checks ***Reconciling item per St Bd of Accts ****Bank Error (Checks and other items returned by depositories and in process of collection at close of month)

Received From

Date Originally Received

For

Date Returned

Monroe County, Indiana

Authority

Whereas, Monroe County, Indiana has been impacted by or is immediately threatened by excessive rain and public structure damage, as well as life safety issues.

Whereas, Monroe County, Indiana has been impacted by severe storms, beginning on April second and continuing in the days that followed, bringing excessive rain amounts that caused roads, streets, homes and structures to flood.

Now, therefore, we, the Monroe County Board of Commissioners, declare that a local disaster emergency exists in the County and that we hereby invoke and declare those portions of the Indiana Code which are applicable to the conditions and have caused the issuance of this proclamation, to be in full force and effect in the County for the exercise of all necessary emergency authority for protection of the lives and property of the people of this County and the restoration of local government with a minimum of interruption.

Reference is hereby made to all appropriate laws, statutes, ordinances, and resolutions and particularly to Indiana Code 10-14-3-29.

All public offices and employees of Monroe County are hereby directed to exercise the utmost diligence in the discharge of duties required of them for the duration of the emergency and in execution of emergency laws, regulations, and directives—state and local.

All citizens are called upon and directed to comply with necessary emergency measures, to cooperate with public officials and disaster services forces in executing emergency operations plans, and to obey and comply with the lawful directions of properly identified officers.

All operating forces will direct their communications and requests for assistance and operations directly to the Monroe County Emergency Operations Center.

This Declaration shall remain in effect until <u>4:00 pm April twelfth</u>, unless terminated earlier or extended longer by further order of the Principal Executive Officer of the Board of Commissioner or by the Board.

Dated this 5th day of April, 2025.

Monroe County Board of Commissioners

Julie Thomas, President

Monroe County, Indiana

Authority

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All operating forces will direct their communications and requests for assistance and operations directly to the Monroe County Emergency Operations Center.

This Declaration shall remain in effect until <u>4:00 pm April nineteenth</u>, unless terminated earlier or extended longer by further order of the Principal Executive Officer of the Board of Commissioner or by the Board.

Dated this 12th day of April, 2025.

Monroe County Board of Commissioners

Julie Thomas, President



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 0	4/17/2	5	Formal 🖌	Work sessi	ion 🗌	Department	вос	
Title to appear on A		Request approva for Section 5311/ Areas Grant and	l of: the 2026 Ap 5339 Assistance	plication for Rural	Vendor #	000353		
		Requesting appro Resolution 2025-		g +				

Executive Summary:

The Monroe County Board of Commissioners are the applicant for the Federal/State Rural assistance grant funds as provided by INDOT; however the application is completed by Area 10 / Rural Transit. This is a Federal pass through grant.
Authorizing Resolution 2025- approves a subcontract with Area 10 / Rural Transit for the provision of the transit service in accordance with the grant.
The Monroe County Board of Commissioners are approving subject to Council appropriation, \$80,000 in matching funds for this grant.

Fund Name(s): County General

Fund Number(s):

Amount(s)

1000-0068

\$80,000

Presenter: Angie Purdie

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

Chris Myers

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

Attorney who reviewed:

Cockerill, Jeff

Monroe County Board of Commissioners Agenda Request - Grant

REQUIRED

Federal Agency Department of Transportation			ı	Federal Progra	m Formula Grants for	or Rural Areas Program	
CFDA#	20.509		Federal	Award Number a	nd Year (or other ID)	FY 2023	
Pass Through Entity: Monroe County Government			nment]			
Request completed by: Angie Purdie							

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: <u>afreeman@co.monroe.in.us</u> AND to the Commissioner's Office e-mail: <u>Commissionersoffice@co.monroe.in.us</u>

AUTHORIZING RESOLUTION

Resolution No. <u>2025- 21</u>

Resolution authorizing the filing of a CY2026 application for a grant under Section 5311/5339 of the Federal Transit Act, as amended.

WHEREAS the U.S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration (FTA) to support capital, operating and feasibility study assistance projects for nonurbanized public transportation systems under Section 5311 of the FTA Act of 1964, as amended.

WHEREAS the Office of Transit, Indiana Department of Transportation (INDOT) has been designated by the Governor to make Section 5311/5339 grants available for public transportation projects.

WHEREAS the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of a portion of the local share of project costs.

NOW, THEREFORE, BE IT RESOLVED BY Monroe County Commissioners:

- 1. That *Julie Thomas*, on behalf of *Monroe County Commissioners*, is authorized to make the necessary certifications and assurances and be empowered to enter into an agreement with INDOT for the provision of rural public transportation services within *Monroe, Owen, Putnam and Lawrence counties*.
- That Monroe County Commissioners, has designated the following non-profit organization to coordinate and provide 5311 funded rural public transit services within the county identified above:
 a. Area 10 Agency on Aging Rural Transit
- 3. That *Chris Myers* is authorized to execute and file an application with INDOT to aid in the financing of transit assistance projects pursuant to Section 5311 of the Federal Transit Act, as amended.
- 4. That *Chris Myers* is authorized to provide such additional information as INDOT may require in connection with the application.

CERTIFICATE

The undersigned duly qualified and acting *President of the Monroe County Board of Commissioners*, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the *Monroe County Commissioners*, held on **April 17, 2025**

Julie Thomas, President, Board of Commissioners

Date

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Text in italic is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
 - Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
 - Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act") (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

animals held for research, teaching, or other activities supported by this award of assistance.

- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
- (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
- (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 "Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies:

- (a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

1.6. American Rescue Plan Act Funding.

The applicant certifies:

- (a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C.

§ 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

- (a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and
- (b) Each Small Public Transportation Provider within the State that opts to use a Statedrafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2023, Pub. L. 117-328, div. E, tit. VII, §§ 744–745. U.S. DOT Order 4200.6 defines a "corporation" as "any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association", and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT

Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
 - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
 - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
 - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and postdelivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act ("TIFIA") (23 U.S.C. § 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5309(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;

- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C.
 §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
- (b) Compliant with the requirements of 49 CFR Part 674, "Sate Safety Oversight".

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit https://www.nist.gov/cyberframework and https://www.cisa.gov/.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
 - It will have a procurement system that complies with U.S. DOT regulations,
 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference
 U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, for Awards made on or after December 26, 2014,

- It will have a procurement system that complies with U.S. DOT regulations,
 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
- (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
 - (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 06 (Transit Asset Management Plan),
 - (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
 - (4) Category 09 (Formula Grants for Rural Areas),
 - (5) Category 15 (Alcohol and Controlled Substances Testing), and
 - (6) Category 17 (Demand Responsive Service).

CATEGORY 21. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

FEDERAL FISCAL YEAR 2024 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Monroe County Commissioners

The Applicant certifies to the applicable provisions of all categories: (*check here*) <u>X</u>.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category Certification 01 Certifications and Assurances Required of Every Applicant 02 Public Transportation Agency Safety Plans 03 Tax Liability and Felony Convictions 04 Lobbying **Private Sector Protections** 05 Transit Asset Management Plan 06 07 Rolling Stock Buy America Reviews and Bus Testing 08 Urbanized Area Formula Grants Program 09 Formula Grants for Rural Areas 10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program Grants for Buses and Bus Facilities and Low or No Emission 11 Vehicle Deployment Grant Programs

12	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	
13	State of Good Repair Grants	
14	Infrastructure Finance Programs	
15	Alcohol and Controlled Substances Testing	
16	Rail Safety Training and Oversight	
17	Demand Responsive Service	
18	Interest and Financing Costs	
19	Cybersecurity Certification for Rail Rolling Stock and Operations	
20	Tribal Transit Programs	
21	Emergency Relief Program	

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: _____ Monroe County Board of Commissioners

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature	Date:		
NameJulie Thomas, President Board of Commissioners		Au	
AFFIRMATION OF APPLICANT'S ATTORNEY			
For (Name of Applicant): Monroe County Board of Commissioners			

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature		Date:
Name	Molly Turner-King	Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

LOCAL FINANCIAL CERTIFICATIONS and CAPITAL USE ASSURANCES

The Monroe County Commissioners, hereby certifies and assures with respect to this application for Section 5311/5339 assistance that:

1. The Applicant and subrecipient under agreement has the requisite fiscal, managerial, and legal technical capacity to carry out the Section 5311/5339 Program and to receive and disburse federal and state funds.

2. Some combination of state, local, and/or private funding sources has or will be committed <u>and</u> <u>restricted</u> to the 5311/5339 program in order to provide the required local share through the period of service identified within the grant contracts. (*Provided in Attachment A of this document*)

3. Any portion of local, and/or private funding sources that has been committed as restricted to the 5311/5339 transit grant, and not utilized at the end of the period of service identified within the grant contract, will be placed into a reserve account, and reprogrammed into future 5311/5339 program grants or projects.

4. Project equipment, facilities and property previously purchased with federal transit funding and identified within the transit agencies inventory continues to be used for the original project purpose in accordance with the terms and conditions of all applicable INDOT capital and operating grant agreements for the provision of 5311 funded rural public transportation.

5. The Applicant, by time of delivery, will have sufficient local funds to purchase and operate the federally funded vehicles and/or equipment identified under this project, as applicable.

6. Any new capital Project equipment, facilities, or property purchased with federal transit funding will continue to be used for the original project purpose until federal and state useful life benchmarks have been met and a request for Equipment Disposition has been submitted to INDOT Office of Transit for approval.

Julie Thomas, President, Board of Commissioners

Date

Attachment A

Local Funding Sources Detail Section 5311 Operating Funds

PLEASE PROVIDE DETAILED SOURCES OF LOCAL MATCHING FUNDS THAT WILL BE CERTIFIED AND ASSURED AS RESTRICTED TO THE 5311/5339 PROGRAMS AND AVAILABLE DURING THE PERIOD IDENTIFIED WITHIN THE 5311/5339 GRANT CONTRACT BUDGETS. **FUNDS THAT ARE IDENTIFIED BELOW AND NOT MADE AVAILABLE AFTER ANY CONTRACT IS FULLY EXECUTED MAY RESULT IN BREACH OF CONTRACT WITH INDOT DEPENDING ON CAUSE OF UNAVAILABILITY. TOTAL AMOUNT OF LOCAL MATCH IDENTIFIED ON THIS FORM, **MUST BE EXACT** WITH THE LOCAL MATCH IDENTIFED WITHIN THE 5311 OPERATING and CAPITAL PROJECT BUDGETS SUBMITTED WITHIN THE APPLICATION.

**INDOT understands that some sources and amounts entered below may be a "good faith" estimate of what may be provided to help support the local matching requirements for any Section 5311 or 5339 funds that are awarded. APPLICANTS MUST NOTIFY INDOT IMMEDIATELY UPON BECOMING AWARE THAT ANY FUNDS LISTED BELOW ARE NOT GOING TO BE AVAILABLE AT ANY POINT DURING THE GRANT PERIOD.

Please DO NOT make a general reference to sources such as "county, city, donations, etc.". You must identify each source <mark>BY NAME</mark> e.g., Franklin County General Fund, City of Bedford General Fund, United Way, Franklin County Foundation, BeHealthy Medical Center, etc. ALSO, PLEASE DO NOT LUMP SOURCES TOGETHER AS EACH SOURCE MUST BE IDENTIFED ON ITS OWN LINE.

SECTION 5311 OPERATING FUND LOCAL MATCH SOURCES AND AMOUNTS: Section 5311 Funds have a 50% local match requirement.

SOURCE OF LOCAL MATCH (PLEASE LIST EACH SOURCE INDIVIDUALLY)	RESTRICTED AMOUNT
In-Kind: Putnam County Comprehensive Services (space & utilities)	6,600
In-Kind: Lawrence County ARC (space & utilities)	6,600
In-Kind: Sweet Owen Industries, Inc. (space & utilities)	4,200
Monroe County Commissioners	80,000
Lawerence County government	22,000
Town of Spencer	18,000
Owen County government (health department or other)	15,000
City of Greencastle	30,000
Putnam County government	40,000
Title IIIB Transportation (Putnam – Thrive West Central)	15,000
Title IIIB Transportation (Monroe & Owen – Area 10)	25,000
Medicaid	35,000
Local Purchase of Services	126,842
Bus Advertising	16,000

Local Funding Sources Detail Section 5339 Capital Funds (If applicable)

TOTAL AMOUNT OF LOCAL MATCH IDENTIFIED ON THIS FORM, **MUST BE EXACT** WITH THE LOCAL MATCH IDENTIFED WITHIN THE 5311 OPERATING and CAPITAL PROJECT BUDGETS SUBMITTED WITHIN THE APPLICATION.

**INDOT understands that some sources and amounts entered below may be a "good faith" estimate of what may be provided to help support the local matching requirements for any Section 5311 or 5339 funds that are awarded. APPLICANTS MUST NOTIFY INDOT IMMEDIATELY UPON BECOMING AWARE THAT ANY FUNDS LISTED BELOW ARE NOT GOING TO BE AVAILABLE AT ANY POINT DURING THE GRANT PERIOD. Please DO NOT make a general reference to sources such as "county, city, donations, etc.". You must identify each source <mark>BY NAME</mark> e.g., Franklin County General Fund, City of Bedford General Fund, United Way, Franklin County Foundation, BeHealthy Medical Center, etc. <mark>ALSO, PLEASE DO NOT LUMP</mark> SOURCES TOGETHER AS EACH SOURCE MUST BE IDENTIFED ON ITS OWN LINE.

IF SALE OR INSURANCE PROCEEDS FROM A PREVIOULSY DISPOSED FEDERALLY FUNDED VEHICLE IS USED AS LOCAL MATCH, PLEASE IDENTIFY THE VIN # OF THE VEHICLE THAT WAS SOLD/SALVAGED. INDOT MAY CONTACT THE AGENCY TO CONFIRM THAT FEDERAL REQUIRMENTS ARE BEING MET PRIOR TO THE PROCEEDS BEING APPLIED TO THE PURCHASE OF ANY NEW VEHICLE.

SECTION 5339 CAPITAL FUND LOCAL MATCH SOURCES AND AMOUNTS: (if requesting vehicles that are ADA accessible, local match requirement is 15% of total cost of INDOT Base Unit Price. For any other equipment, Section 5339 Funds have a 20% local match requirement.

SOURCE OF LOCAL MATCH (PLEASE LIST EACH SOURCE INDIVIDUALLY)	RESTRICTED AMOUNT
Area 10 Agency on Aging	\$68,850

5333(B) LABOR WARRANTY

Title 49 U.S.C. 5333(b) requires that the interests of employees affected by assistance under most FTA programs shall be protected under arrangements the Secretary of Labor concludes are fair and equitable. Title 49 U.S.C. 5311(b) requires that the Department of Labor (DOL) use "a special warranty that provides a fair and equitable arrangement to protect the interests of employees" in order for the Section 5311(i) requirements to apply to Section 5311.

REQUIRED DOCUMENT INSTRUCTION: APPLICANTS MUST DOWNLOAD THE DOCUMENT PROVIDED BELOW AND COMPLETE THE LAST TWO PAGES, ONE OF WHICH IS THE SIGNATURE PAGE FOR AUTHORIZED OFFICIALS OF THE APPLICANT AND TRANSIT PROVIDER. UPON COMPLETION APPLICANTS MUST UPLOAD THE COMPLETED AND SIGNED DOCUMENTS TO "5333(b) SPECIAL WARRANTY" WITHIN THE BLACKCAT APPLICATION.

ONLY UPLOAD THE LAST TWO PAGES OF THE DOCUMENT WHEN COMPLETED AND SIGNATURES OBTAINED.

Documents can be signed electronically when the document is converted to PDF prior to uploading for review. NO COPY/PASTING OF SIGNTURES WILL BE APPROVED.

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SPECIAL WARRANTY ARRANGEMENT

For Application to Other Than Urbanized and Over-the-Road Bus Accessibility Projects PURSUANT TO SECTION 5333(b) OF TITLE 49 OF THE U.S. CODE, CHAPTER 53 January 3, 2011

The following language shall be made part of the contract of assistance by reference in the Federal Transit Administration's Master Agreement as signed by the grantee:

The terms and conditions set forth below shall apply for the protection of the transportation-related employees in the transportation service area of the Project. As a precondition of the release of assistance by the Grantee/State Agency to any Recipient under the grant, the Grantee shall bind the Recipient to these obligations by incorporating this arrangement into the contract of assistance between the Grantee and the Recipient(s), by reference. If a Grantee fails to comply with the terms of the Warranty and fails to bind a Recipient as a precondition to the release of funds, the Grantee will be a guarantor of the required protections and the Grantee will be required to act as if it were the Recipient of funds unless and until the Grantee is able to secure the retroactive agreement of the Recipient to be bound by the terms of the Warranty.

These protective arrangements are intended for the benefit of transit employees in the service area of the project, who are considered as third-party beneficiaries to the employee protective arrangements incorporated by referenced in the grant contract between the U.S. Department of Transportation and the Grantee, and the parties to the contract so signify by executing that contract. Transit employees are also third-party beneficiaries to the protective arrangements incorporated in subsequent contracts of assistance between the Grantee and any Recipient. Employees, or their representative, may assert claims with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government.

The term "service area," as used herein, includes the geographic area over which the Project is operated and the area whose population is served by the Project, including adjacent areas affected by the Project. The term "Union," as used herein, shall refer to any labor organization representing employees providing public transportation services in the service area of a Project assisted under the grant. The term "employee," as used herein, shall include individuals who may or may not be represented by a Union. The term "Recipient," as used herein, shall refer to any employer(s) receiving transportation assistance under the grant. The term "Grantee," as used herein, shall refer to the applicant for assistance; a Grantee which receives assistance is also a Recipient.

Where the Department of Labor (the Department) deems it necessary to modify the requirements of this Special Warranty Arrangement so that a particular Grantee or Recipient can continue to satisfy the requirements of the statute, the Department will issue a supplementary certification letter setting forth the alternative provisions to be included in the contract of assistance between the Grantee and FTA, by reference. These terms will be made binding upon the particular Grantee or Recipient, along with these terms and conditions, for each subsequent grant of assistance until withdrawn in writing by the Department.

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall, when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought

about solely by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his/her position with regard to employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of this arrangement.

(2) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect. This Arrangement does not create any collective bargaining relationship where one does not already exist or between any Recipient and the employees of another employer. Where the Recipient has no collective bargaining relationship with the Unions representing employees in the service area, the Recipient will not take any action which impairs or interferes with the rights, privileges, and benefits and/or the preservation or continuation of the collective bargaining rights of such employees.

(3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this arrangement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the Union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this arrangement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deemed best, in accordance with the applicable collective bargaining agreement.

(4) The collective bargaining rights of employees covered by this arrangement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The Recipient agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreements with the Union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this arrangement the right to utilize any economic measures, nothing in this arrangement shall be deemed to foreclose the exercise of such right.

(5)(a) The Recipient shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces as a result of the Project. In the case of employees represented by a Union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs within the jurisdiction and control of the Recipient, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21), available to be filled by such affected employees.

(5)(b) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a Union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. These negotiations shall include determining the selection of forces from among the mass transportation employees who may be affected as a result of the Project, to establish which such employees shall be offered employment for which they are qualified or can be trained. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (15) of this

arrangement. Unless the parties otherwise mutually agree in writing, no change in operations, services, facilities or equipment within the purview of this paragraph (5) shall occur until after either: 1) an agreement with respect to the application of the terms and conditions of this arrangement to the intended change(s) is reached; 2) the decision of the arbitrator has been rendered pursuant to this subparagraph (b); or 3) an arbitrator selected pursuant to Paragraph (15) of this arrangement determines that the intended change(s) may be instituted prior to the finalization of implementing arrangements.

(5)(c) In the event of a dispute as to whether an intended change within the purview of this paragraph (5) may be instituted at the end of the 60-day notice period and before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), any involved party may immediately submit that issue to arbitration under paragraph (15) of this arrangement. In any such arbitration, the arbitrator shall rely upon the standards and criteria utilized by the Surface Transportation Board (and its predecessor agency, the Interstate Commerce Commission) to address the "preconsummation" issue in cases involving employee protections pursuant to 49 U.S.C. Section 11326 (or its predecessor, Section 5(2)(f) of the Interstate Commerce Act, as amended). If the Recipient demonstrates, as a threshold matter in any such arbitration, that the intended action is a trackage rights, lease proceeding or similar transaction, and not a merger, acquisition, consolidation, or other similar transaction, the burden shall then shift to the involved labor organization(s) to prove that under the standards and criteria referenced above, the intended action should not be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. If the Recipient fails to demonstrate that the intended action is a trackage rights, lease proceeding, or similar transaction, it shall be the burden of the Recipient to prove that under the standards and criteria referenced above, the intended action should be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. For purposes of any such arbitration, the time period within which the parties are to respond to the list of potential arbitrators submitted by the American Arbitration Association Service shall be five (5) days, the notice of hearing may be given orally or by facsimile, the hearing will be held promptly, the award of the arbitrator shall be rendered promptly and, unless otherwise agreed to by the parties, no later than fourteen (14) days from the date of closing the hearings, with five (5) additional days for mailing if post hearing briefs are requested by either party. The intended change shall not be instituted during the pendency of any arbitration proceedings under this subparagraph (c).

(5)(d) If an intended change within the purview of this paragraph (5) is instituted before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), all employees affected shall be kept financially whole, as if the noticed and implemented action has not taken place, from the time they are affected until the effective date of an implementing agreement or final arbitration decision. This protection shall be in addition to the protective period defined in paragraph (14) of this arrangement, which period shall begin on the effective date of the implementing agreement or final arbitration decision rendered pursuant to subparagraph (b).

An employee selecting, bidding on, or hired to fill any position established as a result of a noticed and implemented action prior to the consummation of an implementing agreement or final arbitration decision shall accumulate no benefits under this arrangement as a result thereof during that period prior to the consummation of an implementing agreement or final arbitration decision pursuant to subparagraph (b).

(6)(a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, the employee shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period so long as the employee is unable, in the exercise of his/her seniority rights, to obtain a position producing compensation equal to or exceeding the compensation the employee received in the position from which the employee was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(6)(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his/her total

time paid for during the last twelve (12) months in which the employee performed compensated service more than fifty per centum of each such months, based upon the employee's normal work schedule, immediately preceding the date of his/her displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced employee's compensation in his/her current position is less in any month during his/her protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), the employee shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that the employee is not available for service equivalent to his/her average monthly time, but the employee shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his/her seniority rights to secure another position to which the employee is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which the employee elects to retain, the employee shall thereafter be treated, for the purposes of this paragraph, as occupying the position the employee elects to decline.

(6)(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his/her employment, the employee shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which the employee is "dismissed" and shall continue during the protective period, as follow:

Employee's length of service	
prior to adverse effect	Period of protection
1 day to 6 years	equivalent period
6 years or more	6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by the employee in the last twelve (12) months of his/her employment in which the employee performed compensation service more than fifty per centum of each such month based on the employee's normal work schedule to the date on which the employee was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(7)(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position the employee holds is abolished as a result of the Project, or when the position the employee holds is not abolished but the employee loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and the employee is unable to obtain another position, either by the exercise of the employee's seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his/her seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

(7)(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his/her current address and the current name and address of any other person by whom the employee may be regularly employed, or if the employee is self-employed.

(7)(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when the employee is absent from service, the employee will be entitled to the dismissal allowance when the employee is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to the employee's previous status and will be given the protections of the agreement in said position, if any are due him/her.

(7)(e) An employee receiving a dismissal allowance shall be subject to call to return to service by the employee's former employer; notification shall be in accordance with the terms of the then-existing collective bargaining agreement if the employee is represented by a union. Prior to such call to return to work by his/her employer, the employee may be required by the Recipient to accept reasonably comparable employment for which the employee is physically and mentally qualified, or for which the employee can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.

(7)(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while the employee is so reemployed, and the period of time during which the employee is so reemployed shall be deducted from the total period for which the employee is entitled to receive a dismissal allowance. During the time of such reemployment, the employee shall be entitled to the protections of this arrangement to the extent they are applicable.

(7)(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that the employee's combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his/her dismissal allowance exceed the amount upon which the employee's dismissal allowance is based. Such employee, or his/her union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with the employee's former employer, including self-employment, and the benefits received.

(7)(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of the employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him/her for which the employee is physically and mentally qualified and does not require a change in the employee's place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of the employee's allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his/her representative, or by final arbitration decision rendered in accordance with paragraph (15) of this arrangement that such employee did not comply with this obligation.

(8) In determining length of service of a displaced or dismissed employee for purposes of this arrangement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him/her and the employee shall be given additional service credits for each month in which the employee receives a dismissal or displacement allowance as if the employee were continuing to perform services in his/her former position.

(9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, the employee could have bid, been transferred, or promoted.

(10) No employee receiving a dismissal or displacement allowance shall be deprived, during the employee's protected period, of any rights, privileges, or benefits attaching to his/her employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for the employee and the employee's family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which the employee may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

(11)(a) Any employee covered by this arrangement who is retained in the service of his/her employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his/her employment in order to retain or secure active employment with the Recipient in accordance with this arrangement, and who is required to move his/her place of residence, shall be reimbursed for all expenses of moving his/her household and other personal effects, for the traveling expenses for the employee and members of the employee's immediate family, including living expenses for the employee and the employee's immediate family, and for his/her own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or the employee's representatives.

(11)(b) If any such employee is laid off within three (3) years after changing his/her point of employment in accordance with paragraph (a) hereof, and elects to move his/her place of residence back to the original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.

(11)(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within ninety (90) days after the date on which the expenses were incurred.

(11)(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his/her employment as a result of the Project, and is thereby required to move his/her place of residence.

If the employee is under a contract to purchase his/her home, the Recipient shall protect the employee against loss under such contract, and in addition, shall relieve the employee from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied as the employee's home, the Recipient shall protect the employee from all loss and cost in securing the cancellation of said lease.

(12)(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within one year after the effective date of the change in residence.

(12)(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or his/her union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within

thirty (30) days upon the valuation, shall endeavor by agreement with ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State and local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(12)(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from the employee's residence than was his/her former work location, or (B) is more than thirty (30) normal highway route miles from the employee's residence and also farther from his/her residence than was the employee's former work location.

(13)(a) A dismissed employee entitled to protection under this arrangement may, at the employee's option within twenty-one (21) days of his/her dismissal, resign and (in lieu of all other benefits and protections provided in this arrangement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

Length of Service	Separation Allowance
1 year and less than 2 years	3 months' pay
2 years and less than 3 years	6 months' pay
3 years and less than 5 years	9 months' pay
5 years and less than 10 years	12 months' pay
10 years and less than 15 years	12 months' pay
15 years and over	12 months' pay

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which the employee performed service, will be paid as the lump sum.

Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

For the purposes of this arrangement, the length of service of the employee shall be determined from the date the employee last acquired an employment status with the employing carrier and the employee shall be given credit for one month's service for each month in which the employee performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, the employee will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(13)(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of the employee's dismissal as a result of the Project.

(14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which the employee is entitled to receive the benefits of these provisions shall not continue for a longer period following the date the employee was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his/her employment prior to the date of the employee's displacement or dismissal.

(15)(a) In the event that employee(s) are represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement, not otherwise governed by paragraph 12(c), the Labor-Management Relations Act, as amended, the Railway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective arrangement involving the Recipient and the Union, which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties. In the event they cannot agree upon such procedure, the dispute, claim, or grievance may be submitted at the written request of the Recipient or the Union to final and binding arbitration. Should the parties be unable to agree upon the selection of a neutral arbitrator within ten (10) days, any party may request the American Arbitration Association to furnish, from among arbitrators who are then available to serve, five (5) arbitrators from which a neutral arbitrator shall be selected. The parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. Unless otherwise provided, in the case of arbitration proceedings, under paragraph (5) of this arrangement, the arbitration shall commence within fifteen (15) days after selection or appointment of the neutral arbitrator, and the decision shall be rendered within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. The decision shall be final and binding. All the conditions of the arrangement shall continue to be effective during the arbitration proceedings.

(15)(b) The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the Union(s) and Recipient, and all other expenses shall be paid by the party incurring them.

(15)(c) In the event that employee(s) are not represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement which cannot be settled by the Recipient and the employee(s) within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding dispute settlement procedure acceptable to the parties, or in the event the parties cannot agree upon such a procedure, the dispute or controversy may be referred to the Secretary of Labor for a final and binding determination.

(15)(d) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be the obligation of the employee or the representative of the employee to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Recipient to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee. (See Hodgson's Affidavit in Civil Action No. 825-71).

(16) The Recipient will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by this arrangement may file a written claim of its violation, through the Union, or directly if the employee is outside the bargaining unit, with the Recipient within sixty (60) days of the date the employee is terminated or laid off as a result of the Project, or within eighteen (18) months of the date the employee's position with respect to his/her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to the claim.

The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant or his/her representative of the basis for denying or modifying such claim, giving reasons, therefore. If the Recipient fails to honor such claim, the Union or non-bargaining unit employee may invoke the following procedures for further joint investigation of the claim by giving notice in writing. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the Recipient rejects the claim, the claim may be processed to arbitration as hereinabove provided by paragraph (15).

(17) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements or otherwise; provided that there shall be no duplication of benefits to any employee, and, provided further, that any benefit under this arrangement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit. This arrangement shall not be deemed a waiver of any rights of any Union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(18) During the employee's protective period, a dismissed employee shall, if the employee so requests, in writing, be granted priority of employment or reemployment to fill any vacant position within the jurisdiction and control of the Recipient reasonably comparable to that which the employee held when dismissed, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21) herein, for which the employee is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or re-training to fill such vacant position, the Recipient shall provide for such training or re-training agreement or otherwise established in personnel policies or practices for such position, plus any displacement allowance to which the employee may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which the employee held when dismissed for which the employee is qualified, or for which the employee has satisfactorily completed such training, the employee shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this arrangement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

(a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;

(c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of this arrangement and to the proper determination of any claims arising thereunder.

(20) In the event the Project is approved for assistance under the statute, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the applicant for federal funds and between the applicant and any recipient of federal funds; provided, however, that this arrangement shall not

merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

(21) This arrangement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any person, enterprise, body, or agency, whether publicly - or privately-owned, which shall undertake the management, provision and/or operation of the Project services or the Recipient's transit system, or any part or portion thereof, under contractual arrangements of any form with the Recipient, its successors or assigns, shall agree to be bound by the terms of this arrangement and accept the responsibility with the Recipient for full performance of these conditions. As a condition precedent to any such contractual arrangements, the Recipient shall require such person, enterprise, body or agency to so agree.

(22 In the event of the acquisition, assisted with Federal funds, of any transportation system or services, or any part or portion thereof, the employees of the acquired entity shall be assured employment, in comparable positions, within the jurisdiction and control of the acquiring entity, including positions in the employment of any entity bound by this arrangement pursuant to paragraph (21). All persons employed under the provisions of this paragraph shall be appointed to such comparable positions without examination, other than that required by applicable federal, state or federal law or collective bargaining agreement, and shall be credited with their years of service for purposes of seniority, vacations, and pensions in accordance with the records of their former employer and/or any applicable collective bargaining agreements.

(23) The employees covered by this arrangement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(24) In the event any provision of this arrangement is held to be invalid, or otherwise unenforceable under the federal, state, or local law, in the context of a particular Project, the remaining provisions of this arrangement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested Union representatives, if any, of the employees involved for purpose of adequate replacement under Section 5333(b). If such negotiation shall not result in mutually satisfactory agreement any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this arrangement only as applied to that Project, and any other appropriate action, remedy, or relief.

(25) If any employer of the employees covered by this arrangement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which the employee should be entitled under this arrangement, the provisions of this arrangement shall apply to such employee as of the date when the employee was so affected. **Last Updated: 02-07-18**

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SPECIAL SECTION 5333(b) WARRANTY LIST OF PUBLIC TRANSPORTATION PROVIDERS & LABOR UNIONS

This form must be completed by all Applicants. If there are no other eligible providers in your service area, mark a "N/A" under the Other Eligible Providers section.

Applicant: *Monroe County Commissioners*

Transit Provider: Area 10 Agency on Aging

Union Representation (if applicable): n/a

Service Area Description: (in space below, describe type of service and all service areas served by the transit agency identified above. Indicate whether service is fixed or deviated route, demand response, and include all counties and cities served.)

Service Area: includes any geographic area over which the transit agency operates.

Monroe County – all areas except urban to urban: demand response

Owen County, including town of Spencer: demand response

Lawerence County, including Mitchell and to/from Bedford: demand response

Putnam County, including City of Greencastle: demand response and deviated route in Greencastle

Other Public Transit Providers and Labor Organizations: *Please list any other public or private transit providers that currently operate within the service areas identified above, who are currently receiving Section 5311 or 5311(f) Inter-city Bus funding e.g. Barons Bus, Greyhound, etc.*

Other 5311/5311(f) Providers Operating in Applicant's Service Area:

Union Representation (Union & Local # if applicable):

Bloomington Transit	Local 2487/AFSCME ALF-CIO #62
Indiana University Bus	AFSCME AFL-CIO #823

STATEMENT OF ACCEPTANCE OF THE SPECIAL SECTION 5333(b) WARRANTY

All Applicants/Recipients must execute the following statement of acceptance:

The *Monroe County Commissioners* agree to make use of the Special Section 5333(b) Warranty developed for exclusive application to the Rural and Small Urban Transit Assistance Program – Section 5311 of the Federal Transit Act, as amended.

The Applicant and any Recipient/Contract Providers agree to be bound by the terms and conditions of the Special Section 5333(b) Warranty for its pending Section 5311 assistance grant. This warranty shall become a part of any contract between INDOT and the applicant.

Documents can be signed electronically when the document is converted to PDF prior to uploading for review. NO COPY/PASTING OF SIGNTURES WILL BE APPROVED.

Julie Thomas, President, Board of Commissioners

<u>100 W. Kirkwood Ave., #322</u> (Applicant Street Address)

<u>Bloomington, IN 47404</u> (City, State, Zip)

FTA requires that each sub-recipient post the entirety of the Special Warranty Provisions as well as this signature page where affected transit employees may see it. E.g., Operator Break Room, or Lounge.

CERTIFICATION of USE of PROJECT EQUIPMENT AND FACILITIES

On behalf of *Monroe County Commissioners*, I hereby certify that Project equipment, facilities and property purchased with federal transit funding (*past and present*) and identified within the inventories in the *BlackCat Grant Management System* continues to be used in accordance with the terms and conditions of all applicable INDOT capital and operating grant agreements for the provision of rural public transportation, and that no part of the local contribution has been refunded or reduced.

I also certify that all Project equipment, facilities, and property purchased with federal transit funding continues to be inventoried and recorded by the grant applicant and subrecipient transit agency. All equipment, facilities, and property will continue to be used for the original project purpose until federal and state useful life benchmarks have been met and a request for Equipment Disposition has been submitted to INDOT Office of Transit for approval.

Chris Meyers, Area 10 Agency on Aging, Executive Director

(MM/DD/YYYY)

Section 5311 Pass-through Agreement for Rural Public Transportation

CY2026 Grant Period

Federal Section 5311 Formula Grant Funds for Rural Areas ALN # 20.509 Operating Budget Start/End Dates: 01/01/2026 – 12/31/2026

Federal Section 5339 Bus & Bus Facilities Grant Funds ALN #20.526 Capital Budget Start/End Dates: 01/01/2026 – 12/31/2026

State Public Mass Transit Funds (PMTF)

PART I: SPECIFIC PROGRAM PROVISIONS

For Financial Assistance Projects under Section 5311/5339 of the Federal Transit Act, as amended and Public Mass Transportation Funds.

Federal Awarding Agency: Indiana Department of Transportation (INDOT Office of Transit)

This Agreement is entered into by and between the Monroe County Commissioners hereinafter referred to as the "Pass-through Entity", and Area 10 Agency on Aging Rural Transit, hereinafter referred to as the "Subrecipient":

Unique Entity Identifiers 2 CFR 200.332(a)(1)(ii)

Pass-through Entity Unique Entity Identifier (UEI) Number: NR8WKTGZKCH7 Subrecipient Unique Entity Identifier (UEI) Number: VXTKMLPLTEY1

In consideration of the mutual covenants, promises and representation herein, the parties hereto agree as follows:

Section 1 The Agreement

This Agreement consists of this Part I entitled Specific Program Provisions; Part II entitled Project Budget, Attachment 1 Operating Budget; Part III entitled Terms and Conditions; and the Project Application and assurances, herewith incorporated by reference and made a part of this Agreement.

Section 2 Purpose of Agreement

The purpose of this Agreement is to state the terms and conditions upon which financial assistance will be reimbursed to the Subrecipient under Section 5311 of the Federal Transit Act, as amended and the State Public Mass Transportation Fund and the understandings as to the manner in which the Project will be undertaken and completed.

Section 3 Federal Certifications and Assurances

The Pass-through Entity and Subrecipient identified herein will comply with all applicable Federal Certifications and Assurances as referenced within the Section 5311/5339 Application. Not every provision of every certification will apply to every Pass-through Entity or award. If a provision of a certification does not apply to the Pass-through Entity or its award, FTA will not enforce that provision.

Section 4 2 CFR 200.331-332

Pass-through Entity at the time of this Agreement is able to adhere to the federal regulatory requirements for Pass-through Entities set forth within 2 CFR 200.331-332. The Pass-through Entity is confirmed as having obtained, or continuing to maintain the appropriate levels of administrative technical capacity to meet these requirements.

Section 5 System of Award Management (SAM) 2 CFR 200.331(a)(1)

The Pass-through Entity and Subrecipient identified herein are eligible to receive federal assistance as confirmed through the System of Award Management (SAM.gov), and included within the application for the 5311 Operating and/or 5339 Capital Assistance Program under section 5311 of the Federal Transit Act.

Section 6 Subrecipient Program Objectives and Technical Capacity 2 CFR 200.331(a)(2)

Subrecipient at the time of this Agreement is able to meet the objectives of the Section 5311/5339 federal assistance program and are confirmed as having obtained, or continuing to maintain the appropriate levels of administrative technical capacity and management expertise for 5311 programmatic and operational decision making.

Section 7 Subrecipient 5311/5339 Program Compliance 2 CFR 200.331(a)(4)

The Subrecipient shall comply with Section 5311/5339 Program contractual requirements as cited in the 5311/5339 Application and upon its full execution, the Section 5311/5339 Grant Agreement between INDOT, the Pass-through Entity, and Subrecipient.

Subrecipient at the time of this Agreement are not considered high-risk due to having any outstanding findings of non-compliance with federal, state, or local audits that are specific to federal Section 5311/5339 transit assistance and are currently adhering to applicable federal, and state program requirements.

Subrecipient at the time of this Agreement are found compliant with current 5311/5339 program requirements and meeting performance goals set forth by INDOT. No additional monitoring has been established or required by either INDOT or the Pass-through Entity.

Subrecipient at the time of this Agreement have no outstanding penalties or suspensions in funding due to 5311/5339 program non-compliance that would otherwise delay any phase of the Section 5311 revenue service offered by the Subrecipient.

Section 8 Project Implementation

All parties agree that Section 5311/5339 grant assistance will only be provided by INDOT based on mutual Agreement that the Subrecipient, to the best of its ability, meets rural public transportation service needs for the counties identified in Part I, Section 9 of this Agreement. Grant assistance will then be provided through applicable federal funds received through FAIN awards referenced within the fully executed state contracts, to undertake and complete the Project as filed with the approval of the Indiana Department of Transportation ("INDOT") and the Federal Transportation Administration ("FTA") in accordance with the terms and conditions of this Agreement.

Section 9 Scope of Project/Project Description 2 CFR 200.331(a)(5)/2 CFR 200.332(a)(1)(x)

The Scope of this Agreement is to provide for the undertaking of 5311 funded Rural Public Transportation services to the general public in and around Monroe, Owen, Putnam and Lawrence counties. The Subrecipient, shall undertake, and complete the Project, as described in the Application filed with, and approved by, the State of Indiana Department of Transportation (INDOT), and herewith incorporated by reference and in accordance with the terms and conditions of this Agreement.

The Subrecipient must immediately notify the Pass-through Entity and INDOT in writing of any change in conditions, or of any event, which will adversely affect its ability to perform the Project in accordance with the provisions of this Agreement.

Section 10 Period of Performance 2 CFR 200.332(a)(1)(v)

For this Agreement, the project period shall be January 1 through December 31, 2026.

Section 11 Project Funding

- A. It is expressly understood that funds for this Project are being provided through an appropriation authorized under Section 5311 Formula Grants for Rural Areas, & Grants for Buses and Bus Facilities Formula Program-Section 5339-CFDA# 20.509 and 20.526 of the Federal Transit Act. as amended: and the State Public Mass Transportation Fund as authorized by Indiana Code 8-23-2-8. Funds awarded to the Subrecipient are to be expended only for the purpose and activities covered by the Subrecipient's approved Application and Project Budget.
- B. The total eligible cost of the project shall not exceed the amount stated in the Project Budget, Part II, unless approved in writing by the Pass-through Entity in accordance with Part II. It is expressly understood and agreed that in no event shall the total compensation and reimbursement, if any, exceed the amount stated in this Agreement; all payments to be made in arrears.

Section 12 Local Share 2 CFR 200.332(a)(1)(viii)

A. The Pass-through Entity, and Subrecipient agrees to provide local share matching funds in the amount sufficient, together with federal and state funds, to ensure funding for completion of the Project. The "Local Share" shall not be less than the amount stated in the Project Budget submitted with the application. In no event shall local matching funds be less than the amounts specifically required for Operating Grants:

Operating Grants - The local share may not be less than 50% of the Net Project Cost for expenses (Net Project Cost for expenses equals the Total Approved Eligible Project Costs for Expenses less Project Revenue including contra- expenses).

The "local share" must be in the form of cash and for the purposes of this Agreement, the "local share" may include State Public Mass Transportation Funds as well as funds of the Pass-through Entity, and Subrecipient.

B. To assist in providing the nonfederal matching share of the Project costs, the "local share" may be matched by INDOT with funds from the Public Mass Transportation Fund (hereinafter referred to as "PMTF'), which shall not exceed the amount stated in the Project Budget as the "State Match". State funds derived from the PMTF are distributed on the basis of an allocation from INDOT. The nonfederal share must be expended during the project period in accordance with the percentage share identified in the Project Budget.

Section 13 Request for Payment

Reimbursement to the Subrecipient shall be through fully executed cost reimbursement contracts and purchase orders with INDOT acting as the federal awarding agency. Federal Section 5311 Operating, State Public Mass Transit Funds (PMTF), and 5339 Capital Funds will be received by the Pass-through Entity and reimbursed to the Subrecipient in the amounts up to, but not exceeding those referenced in 5311 and 5339 contracts with INDOT. Federal 5311 operating reimbursements are not to exceed 50% of the quarterly net operating expenses incurred and reported on an accrual basis by the Subrecipient. Federal 5339 capital reimbursements are not to exceed 20% of the final total cost of any capital equipment purchased. State reimbursements will be requested in the amounts necessary and contingent upon levels of other local matching funds that are obligated (as referenced in 5311/5339 Application) and made available in order to meet the remaining local matching requirements of both federal operating and federal capital funds. If State or Federal funding sources are not available and alternative funding cannot be obtained, the Project will be adjusted so as not to incur un-reimbursable expenses.

The Subrecipient agrees to adhere to all reimbursement procedures of the Pass-through Entity and INDOT during the term of this Agreement. Reimbursement for any cost pursuant to this Section shall not constitute a waiver of any violation of the terms of this Agreement committed by the Subrecipient. The Pass-through Entity will make a final determination as to allowability only after a final audit of the Project has been conducted. In order for the Subrecipient to be reimbursed for costs which are not listed in the Project Budget, the Subrecipient must obtain written approval from the Pass-through Entity prior to incurring these costs. Subrecipient claims requesting reimbursement from INDOT shall be submitted in the manner and in accordance with the schedule established in Part Ill, Section 2., subsection D.

Eligible Project costs will be reimbursed to the Subrecipient by the Pass-through Entity on a quarterly basis and no later than 14 business days after the Pass-through Entity has received payment from INDOT. All reimbursements to the Pass-through Entity and/or Subrecipient are subject to any penalties and/or suspensions assessed by FTA or INDOT due to the Pass-through Entity or Subrecipient non-compliance of Section 5311/5339 Program requirements.

Section 14 Insurance

The Subrecipient shall comply with all applicable insurance, surety bonds, and qualifications of self-insurer, provisions of Federal, State, and Local Law. The Subrecipient shall have the option of providing vehicle casualty and liability insurance through an agent of its own choice, or the Pass-through Entity will provide vehicle casualty and liability insurance on behalf of the Subrecipient. If the Subrecipient choose to provide their own vehicle casualty and liability coverage, proof of current adequate insurance coverage must be submitted to the Pass-through Entity annually. The Subrecipient will be responsible for any deductibles associated with vehicle claims even when the Pass-through Entity provides the insurance on behalf of the Subrecipient.

The Subrecipient will indemnify and hold the Pass-through Entity harmless and their assigns from any Joss or damage to the vehicle and its contents and from all claims, losses, injuries, expenses and costs related to the use, maintenance, or condition of the vehicle.

Section 15 Legal and Local Governing Authority 2 CFR 200.331(a)(3)

The parties hereby assure and certify with respect to this Agreement that they possess the legal authority to execute and administer this Agreement.

The parties also hereby agree that each Subrecipient's local organizational governing board, in concurrence with their governing board by laws, adopts and implements their own policies and procedures and makes determination of any revisions, amendments, or terminations of those policies and procedures. Any revisions, amendments or termination of policy and procedure that result in non-compliance with any Section 5311/5339 federal or state regulatory requirements may at any time result in suspension or termination of the Subrecipient from the Section 5311 Program by INDOT.

Section 16 Drug Free Workplace Certification – Executive Order 90-5

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

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

In addition to the provisions of the above subparagraphs, if the total contract amount set forth in this Agreement is in excess of \$25,000, the Subrecipient hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations of the following certification:

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

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

- A. Publishing and providing to all its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform their employees of (1) the dangers of drug abuse in the workplace; (2) the Subrecipient'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 in the workplace.
- C. Notifying all employees in the statement required by subparagraph (a) above that the employee will (1) abide by the terms of the statement; and (2) notify the Subrecipient of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- D. Notifying in writing the Pass-through Entity within ten (10) days after receiving notice from an employee under subdivision C (2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision C (2) above 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 purpose by a Federal, State or local health, law enforcement or other appropriate agency; and

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

Section 17 State Budget Agency Funding Cancellation Clause

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

Section 18 Nondiscrimination

Pursuant to I.C. 22-9-1-10, and the Civil Rights Act of 1964, the Subrecipient shall not discriminate against any employee or Pass-through Entity for employment, to be employed in the performance of work under this Agreement. The Subrecipient shall not discriminate with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement. Acceptance of this Agreement also signifies compliance with all applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

Section 19 Conflict of Interest

(A) As used in this section:

"Immediate family" means: the spouse and the unemancipated children of an individual. "Interested Party" means: 1) the individual executing this Agreement; 2) an individual who has an interest of three percent (3%) or more of the Subrecipient, if the Subrecipient is not an individual; or 3) any member of the immediate family of an individual specified in subdivision 1 or 2 "Department" means: the Indiana Department of Administration. "Passthrough Entity" (for the purpose of this section only) means: the State Ethics Pass-through Entity.

(B) The Department may cancel this Agreement without recourse by if any interested party is an employee of the State of Indiana.

(C) The Department will not exercise its right of cancellation under section B above if the Grantee gives the Department an opinion by the Pass-through Entity indicating that the existence of this Agreement and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of State employees. The Department may take action, including cancellation of this Agreement consistent with an opinion of the Pass-through Entity obtained under this section. (D) Subrecipient has an affirmative obligation under this Agreement to disclose to the Department when an interested party becomes an employee of the State of Indiana. The obligations under this section extend only to those facts that the Subrecipient knows or could reasonably know.

Section 20 Confidentiality

The Pass-through Entity and Subrecipient agree that any information or results related to Federal or State reviews, audits, observations, or inspections of the Subrecipient, is to be kept confidential and are not to be shared or communicated to any other individual, or entity who does not have specific need to know of the information or results of.

The only exceptions to the above confidentiality policy is if:

1. There is suspected child abuse, elder abuse, and/or the abuse of a person with a disability and/or homicide or homicidal or suicidal threats;

2. The Pass-through Entity or Subrecipient is mandated by court orders and properly issued subpoenas;

3. The Pass-through Entity or Subrecipient is bound by federal or state law requirements;

4. The Pass-through Entity or Subrecipient is mandated by the Federal Transit Administration or INDOT.

PART II: PROJECT BUDGET

All Operating and Capital Project Budgets shall be prepared and maintained by the Subrecipient, and periodically reviewed by the Pass-through Entity. The Subrecipient shall carry out the project and shall incur obligations against and make disbursements of Project Funds only in conformity with the latest approved Project Budget. The Project Budget may be revised, from time to time, in accordance with INDOT guidelines.

Operating Project Budgets at the time of this agreement follow the INDOT Chart of Accounts identified below:

501 Labor Expenses

- 501.01 Operators' Salaries and Wages
- 501.02 Admin Salaries and Wages
- 501.03 Dispatchers
- 501.04 Mechanics
- 501.05 Building and Maintenance
- 501.99 Other

502 Fringe Benefits

- 502.01 Health/ Medical
- 502.02 Life Insurance
- 502.03 Dental Insurance
- 502.04 FICA
- 502.05 PERF
- 502.06 Unemployment Insurance
- 502.07 Workman's Compensation
- 502.08 Uniform/Clothing Allowance
- 502.09 Paid Absence (vacation/sick/holiday)
- 502.99 Other

503 Services

- 503.02 Advertising Fees
- 503.03 Professional and Technical Services
- 503.05 Building and Grounds Maintenance Services
- 503.06 Custodial Services/Labor
- 503.07 Legal Services
- 503.1 Computer Services/Design/Program
- 503.11 Data Processing
- 503.08 Payroll Services
- 503.09 CPA Services
- 503.12 Administrative/Consulting
- 503.14 Automotive Repair/Labor
- 503.99 Other

504 Materials and Supplies

- 504.01 Fuel and Lubricants
- 504.02 Tires and Tubes
- 504.03 Auto Parts
- 504.04 Medical/Safety Equipment
- 504.05 Fire Extinguishers
- 504.06 Office Supplies
- 504.07 Janitorial Supplies
- 504.99 Other

505 Utilities

- 505.01 Electric
- 505.02 Gas
- 505.03 Water/Sewers
- 505.04 Garbage
- 505.05 Telephone
- 505.99 Other

506 Casualty and Liability Costs

- 506.01 Facility and Property Insurance
- 506.02 Vehicle Insurance
- 506.99 Other

507 Taxes

- 507.04 Vehicle Licensing and Registration Taxes
- 507.05 Fuel Tax
- 507.99 Other

508 Purchased Transportation Service

509 Miscellaneous Expenses

- 509.01 Dues and Subscriptions
- 509.99 Other
- 509.02 Travel and Meetings
- 509.03 Postage

512 Leases and Rentals

- 512.01 Equipment
- 512.02 Facility
- 512.03 Uniform
- 512.99 Other

517 Equipment

518 Indirect Expenses

Revenue

- 401 Passenger Fares
- 402 Special Transit Fares

406 Auxiliary Transportations

407 Non-transit

450 Other Contra-Expenses

- 450.01 Proceeds from equipment sale
- 450.02 Cash Discounts and refunds
- 450.03 Insurance claims and reimbursements
- 450.04 State Fuel Tax Rebate
- 450.99 Other

PART III: GENERAL RULES AND CONDITIONS

SECTION I: DEFINITIONS

As used in this Agreement,

- A. **"Application"** means the written application for Federal and State financial assistance for the Project, together with all explanatory, supporting of supplementary documents, heretofore filed with the INDOT by or on behalf of the Pass-through Entity, which has been approved by the INDOT.
- B. **"Project"** means the task or set of tasks provided for in the budget, as set forth in Part II, which the Subrecipient undertakes to perform pursuant to this Agreement with the Pass-through Entity.
- C. **"U.S. D.O.T."** means the U.S. Department of Transportation, including the Federal Transportation Administration (FTA) of any persons duly authorized to perform the functions required under this Agreement by the U.S. DOT.
- D. "INDOT" means the Indiana Department of Transportation, Office of Transit.
- E. "Pass-through Entity" means the grant applicant and entity distributing funds to the subrecipient
- F. **"Subrecipient"** means the entity under an Operating Assistance Agreement, which receives financial assistance through this Agreement for the provision of federally funded rural public transportation. Under an Equipment Use Agreement, the term "Contractor" means the entity to whom the equipment has been conveyed for use.

SECTION II: ACCOMPLISHMENTS OF THE PROJECT 2 CFR 200.332

A. General Requirements

The Subrecipient shall undertake, and complete the Project in a sound, economical, and efficient manner, and in accordance with the provisions hereof, the Application, Grant Agreement, and all applicable laws, rules and regulations.

B. Applicable Laws

(1) In performance of its obligations pursuant to this Agreement, the Subrecipient shall comply with all applicable comply with all applicable provisions of Federal, State and local law. All limits or standards set forth in this Agreement to be observed in performance of the Project are minimum requirements. If there is a conflict between Federal and State requirements, the Subrecipient shall inform the Pass-through Entity, who shall then inform INDOT in order that an appropriate resolution may be made. The Subrecipient agrees further that no Section 5311 Federal funds shall be used for the payment of non-project operating expenses.

(2) Insofar as any provisions of the Agreement that are not governed by Federal law and the regulations required thereby, or incorporated herein by reference, the provisions then shall be construed and interpreted solely in accordance with the laws of the State of Indiana.

C. Funds of the Subrecipient

The Subrecipient shall initiate and prosecute to completion all proceedings necessary to enable the Subrecipient to provide their share of the project costs at or prior to the time that such funds are needed to meet Project costs.

D. Submission of Reports, Proceedings, Contracts and Other Documents

- (1) The Subrecipient shall complete and submit reports in accordance with any instructions and submission dates as prescribed by the Pass-through Entity.
- (2) The Subrecipient shall submit to the Pass-through Entity such data, reports, records, contracts, and other documents relating to the Project as the Pass-through Entity may require. The Subrecipient shall remain intact for three (3) years following Project close-out, all Project documents, financial records and supporting documents.
- (3) The Subrecipient shall comply with all reporting requirements of the Pass-through Entity, INDOT, and any of those prescribed by the State Board of Accounts. Any and all such requirements shall be transmitted to the Subrecipient in writing.
- (4) The Subrecipient shall submit claims for reimbursement to INDOT with accompanying and required documentation with service statistics in accordance with the following schedule:

Quarterly Claim for Reimbursement: Deadline date for submittal to INDOT:

First Quarter	May 15
Second Quarter	August 15
Third Quarter	November 15
Fourth Quarter	February 15

Failure of Subrecipient to meet the above submittal deadline may result in a lengthy delay in reimbursement of Federal and State funds from the Pass-through Entity and/or INDOT.

E. Financial Statements; Reviews and Approvals 2 CFR 200.332

Subrecipient shall submit to the Pass-through Entity any operating claim forms, capital claims, program related financial statements, records, and fiscal documents as may be deemed necessary and required by the Pass-through Entity and by the timeline established by the Pass-through Entity. This is to ensure the Pass-through Entity is able to review and confirm all expenditures and revenues are compliant with 5311 allowable costs prior to submission of Quarterly Claim Reports to INDOT. The quarterly reports shall include revenue and expense statements including a detailed report of expenses by budget category as identified in the operating project budget accompanying the application. Furthermore, a representative of all Subrecipients shall attend no less than quarterly

Pass-through Entity Governing Board meetings in order to present, discuss, and answer any questions or concerns relevant to such financial claims and documents.

Subrecipient must also submit to INDOT any certified audits performed by an Independent Certified Public Accountant ("CPA"). The Subrecipient shall develop and maintain financial reports which are necessary for the effective control and management of operations and shall maintain financial records required by funding sources in accordance with generally accepted accounting procedures.

F. Licenses, Permits, and Certifications

The Subrecipient shall obtain the necessary licenses, permits, certificates, or consent which may be required in order to complete the Project.

G. Amendments

The Subrecipient shall immediately notify the Pass-through Entity and INDOT of any change in conditions, or of any other event, which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement. Any proposed change in this Agreement must be by the mutual consent of the Pass-through Entity and the Subrecipient and must have prior written approval of the Pass-through Entity and INDOT. In no event shall any amendment to this Agreement be valid unless incorporated in writing into this Agreement. All amendments shall be executed by all signatories to this Agreement.

H. Contracts with the Subrecipient

- (1) The Pass-through Entity shall not be subject to any obligations or liabilities by contractors of the Subrecipient, or any other person not a party to this Agreement in connection with the performance of this Project without the specific written consent of both the Pass-through Entity and the INDOT.
- (2) The Subrecipient shall not assign any interest in this Agreement and shall not transfer any interest in the same, or execute any lease, mortgage, lien or subcontract relating to this Agreement or affecting Project facilities or equipment, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written consent of Pass-through Entity.

The Subrecipient shall not, by any act or omission of any kind, impair its continuing control over the use of Project equipment during the useful life thereof. All subcontracts which exceed \$25,000 must be approved by the Pass-through Entity and INDOT prior to the Subrecipient executing the subcontract. Any such subcontract approved by the Pass-through Entity and INDOT, which exceeds \$25,000 in cost shall contain all of the contract clauses pursuant to FTA 4220.1F and 0MB Uniform Guidance at 2 CFR Part 200.

I. Land Acquisition Policy

Any acquisition of land for use in connection with the Project must conform to the policies and procedures set forth in 49 CFR Part 25 and applicable federal circulars.

SECTION III: ACCOUNTING RECORDS

A. Project Accounts

The Subrecipient shall establish and maintain as a separate set of accounts, or within the framework of an established accounting system, accounts for the project in a manner consistent with Office of Management and Budget (0MB) Uniform Guidance at 2 CFR Part 200.

B. Documentation of Project Costs

All costs charged for the Project shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers describing in detail the nature and propriety of the charges. Such records, together with supporting documents, shall be retained for a minimum period of three (3) years from the date of final audit under this Agreement, but a longer retention period may be required until there is a resolution of the final audit.

C. Allowable Costs

Expenditures made by the Subrecipient shall be reimbursable as allowable costs to the extent that they meet all of the requirements set forth below. They must:

- (1) Be made in conformance with the Project Description and the Project Budget and all other provisions of this Agreement;
- (2) Be necessary in order to accomplish the Project;
- (3) Be reasonable in the amount of goods and services purchased;
- (4) Be actual net costs to the Subrecipient (i.e., the price paid minus any refunds, rebates, or other items of value received by the Subrecipient that have the effect of reducing the cost actually incurred, excluding Program Income as defined in (0MB) Uniform Guidance at 2 CFR Part 200;
- (5) Be Incurred (and be work performed) during the performance period of this Agreement, unless specific authorization from INDOT to the contrary is received;
- (6) Be in conformance with the standards for allowable costs set forth in Office of Management and Budget (0MB) Uniform Guidance at 2 CFR Part 200, Revised, and with any guidelines or regulations issued by U.S. D.O.T. or INDOT; and in the case of nonprofit organizations, the standards for allowable costs set forth in the Office of Management and Budget (0MB) Uniform Guidance at 2 CFR Part 200.
- (7) Be satisfactorily documented; and
- (8) Be treated uniformly and consistently under the accounting principles and procedures approved or prescribed by the U.S. D.O.T. and INDOT for the Subrecipient; and those approved by the Pass-through Entity for its contractors.

D. Audits, Observations, and Inspections; All Provisions of 5311/5339 Programs

- (1) Being subject to Pass-through oversight and monitoring as regulated in 2 C.F.R. 200.332(5), the Subrecipient shall permit the Pass-through Entity, or any of their Duly Authorized Representatives, to have full access to and the right to examine any pertinent books, documents, papers and records of the Subrecipient involving transactions related to this Agreement, to inspect all project equipment and property related to this Agreement, and to observe any element of operations specific to the provision of 5311 funded rural public transportation.
- (2) The Subrecipient shall permit audits, and full access with the right to examine any pertinent books, documents, papers and records of the Subrecipient involving transactions related to this Agreement

by the Indiana State Board of Accounts, or its Duly Authorized Representative, in accordance with compliance guidelines established by the Indiana State Board of Accounts.

- (3) The Subrecipient shall permit the Federal Transit Administration, INDOT, U.S. D.O.T, the U.S. Comptroller General or any of their Duly Authorized Representatives to have full access with the right to examine any pertinent books, documents, papers and records of the Subrecipient involving transactions related to this Agreement, to inspect all project equipment and property related to this Agreement, and to observe any element of operations specific to the provision of 5311 funded rural public transportation.
- (4) Subrecipient agrees that although notification will be provided for most audits, observations, inspections, or reviews conducted by the Federal Transit Administration, INDOT, U.S. D.O.T, the U.S. Comptroller General, the Pass-through Entity or any of their Duly Authorized Representatives, any of these may occur at any time, and without notice.

E. Interest

The following requirements apply to the Subrecipient:

- (1) Any interest earned on Federal funds by the Subrecipient must be identified and remitted to the Passthrough Entity, who will in turn remit to INDOT, except as provided by section 203 of the Intergovernmental Cooperation Act of 1968, 42 U.S.C. Sec. 4213.
- (2) Upon notice by the Pass-through Entity to the Subrecipient of specific amounts due the U.S. D.O.T., the Subrecipient shall promptly remit any excess payment of amounts or disallowed costs to the Pass-through Entity. Interest may be assessed from the lime of notice and charged for any amounts due to the U.S.D.O.T. that are not paid as set forth in the Treasury Fiscal Requirements Manual.

F. Deobligation of Funds

The Pass-through Entity reserves the right to deobligate unused Federal and State funds prior to project close- out.

SECTION IV: PROJECT SETTLEMENT, FINAL STATUS REPORT, AND CLOSE-OUT

A. Final Status Report and Audit 2 CFR 200.332(6)

- (1) Upon successful completion of the Project or upon termination by the Pass-through Entity, the Subrecipient shall, within 45 days of the completion date of the Project, submit a final Financial Status Report to the Pass-through Entity. The format of the report shall be the final claim requesting Federal and State reimbursement for allowable project expenses incurred prior to the end of the Project period.
- (2) Audits shall be performed in compliance with guidelines established by the Indiana State Board of Accounts. The Subrecipient shall undertake the necessary audit as required by (0MB) Uniform Guidance at 2 CFR Part 200. The Subrecipient shall submit the audit report to the Pass-through Entity in accordance with State guidelines. If the Pass-through Entity has made payments to the Subrecipient in excess of the total amount allowable to the Project, the Subrecipient shall promptly remit such excess to the Pass-through Entity. The Project close-out occurs after the Pass-through Entity and Subrecipient have fully executed a final budget amendment and payments for reimbursement of allowable expense or remittances for overpayments have been resolved between

these two parties. Close-out shall not invalidate any continuing obligations imposed on the Subrecipient by this Agreement or contained in the final notification or acknowledgment from the Pass-through Entity.

B. Disputes

Any dispute concerning a question of fact in connection with the work not disposed of by Agreement between the Subrecipient and the Pass-through Entity shall be referred to the 5311 Program Manager, Office of Transportation of INDOT, or his duly authorized representative, whose decision shall be final.

SECTION V: LIABILITY

- **A.** All grants, payments and obligations of the Pass-through Entity under this Agreement are subject to the receipt of funds by the Pass-through Entity from INDOT. The Pass-through Entity shall not be liable to the Subrecipient for any failure or delay in performance of its obligations to the Subrecipient which are a result of any failure or delay in performance between the Pass-through Entity, INDOT and the U.S. D.O. T.
- **B.** No debt, payment or obligation of the Pass-through Entity to the Subrecipient under this Agreement shall be a general obligation of the Pass-through Entity, but shall be payable, if at all, only from funds received by the Pass-through Entity from INDOT or its successor agency.

SECTION VI: INDEMNIFCATION

- A. It shall be the responsibility of the Subrecipient to obtain authorization for use of documents or materials subject to property rights of any private person or other legal entity. The Subrecipient agrees to indemnify the Pass-through Entity for any damages that might be caused as a result of non-negligent use of documents or materials submitted by the Subrecipients which are subject to property rights of a third party.
- **B.** The Subrecipient agree to indemnify, defend and hold harmless the Pass-through Entity, INDOT, the State of Indiana, and its agents, officers and employees from all claims and suits for loss of or damage to property, including the loss of use thereof and injuries to or death of persons; including the property of officers, agents and employees of the Subrecipient or its subcontractors; and from all judgements recovered therefrom, and from expenses in defending said claims, or suits, including court costs, attorney's fees and other expenses, caused by any act or omission of the Subrecipient and/or subcontractors, their respective agents, officers, servants and employees, and not caused by the sole fault or negligence of the Pass-through Entity, the State of Indiana, or its respective agents, officers and employees.

SECTION VII: TERMINATION AND BREACH

- A. INDOT Office of Transit may at any time, and for any reason suspend or terminate this Agreement in whole or in part, at any time before the date of its completion, whenever it is determined that any of the Subrecipients have failed to comply with the terms and conditions of this Agreement or fail to meet federal and state 5311 Program Compliance. INDOT shall promptly notify the Pass-through Entity & Subrecipient in writing of the determination and reasons for the termination together with the effective date of such termination.
- **B.** The Pass-through Entity may suspend or terminate this Agreement in whole, or in part, at any time before the date of completion, whenever it is determined that the Subrecipient has failed to comply with the terms and conditions of this Agreement. The Pass-through Entity shall promptly notify the Subrecipient and INDOT, in writing of the determination and reasons for the termination together with the effective

date of such termination. Any failure to make progress, which significantly endangers substantial performance of this Project within a reasonable time, shall be deemed to be a violation of the terms of this Agreement. Discontinued use of Project equipment during its useful life shall be deemed a violation of the terms of the terms of this Agreement.

- **C.** The Pass-through Entity or Subrecipient may suspend or terminate this Agreement in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with further expenditures of funds. The two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion after the effective date, and shall cancel as many outstanding obligations as possible. The Pass-through Entity shall allow full credit to the Subrecipient for the federal and state share of any non-cancellable obligations properly incurred by the Subrecipient prior to termination. Cancellations in this manner shall be submitted in writing to INDOT.
- D. In the event of termination, all finished or unfinished documents or other materials prepared by the Subrecipient, under this Agreement shall, at the option of the Pass-through Entity, become its property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed or such documents and materials. The phrase "satisfactory work completed" shall mean to the satisfaction of the Pass-through Entity and shall be applied to demand accurate, diligent and able workmanship from the Subrecipient.
- **E.** Upon termination of the Project and cancellation of this Agreement, the Subrecipient agrees to dispose of any Project equipment in accordance with Pass-through Entity and INDOT requirements.
- F. The Subrecipient shall not be relieved of liability to the Pass-through Entity for damages sustained by the Pass-through Entity by virtue of any breach of the Agreement by the Subrecipient. The Pass-through Entity may withhold any payments to the Subrecipient for the purpose of set off until such time as the exact number of damages due to the Pass-through Entity from the Subrecipient. The Subrecipient will be reimbursed for all non-cancellable obligations incurred prior to termination. The acceptance of a remittance by the Pass-through Entity or any or all Project Funds previously received by the Subrecipient or the closing out of Federal and State financial participation in the Project shall not constitute a waiver of any claim which the Pass-through Entity, INDOT or U.S. D.O.T. may otherwise have arising out of this Agreement.
- **G.** If the Subrecipient do not respond within 30 days to any non-compliance identified by the Pass-through Entity, a second 30-day letter will be issued requesting corrections. If corrections are not documented after 60 days, the Pass-through Entity will withhold funding until the Subrecipient forwards corrections/compliance to the Pass-through Entity.

SECTION VIII: COMMUNICATION AND MEETINGS

- **A.** Any request, report, or other communication required by and/or pursuant to this Agreement shall be effective only if it is delivered in writing to the Pass-through Entity.
- **B.** Meetings to review and/or discuss Project activities may be called at any time by the Subrecipient, Passthrough Entity, INDOT, U.S. D.O. T., or any other party with a vested interest in the Project. The Passthrough Entity shall audit the Subrecipient annually and maintain documentation of any audits and/or visits that are congruent with 2 CFR 200 Pass-through Entity requirements. Non- compliances will be noted by letter, and the Subrecipient will have 30 days to respond with corrections to the satisfaction of the Pass-through Entity.

SECTION IX: PROJECT EQUIPMENT AND PROPERTY

A. Purchase of Equipment

- (1) The purchase of all Project equipment, facilities, and property financed in whole or in part pursuant to this Agreement shall be in accordance with applicable State Law and Federal Standards, including those set forth in (0MB) Uniform Guidance at 2 CFR Part 200, and FTA Circular 4220.1B, or the grantor agency requirements. Project equipment, facilities, and property shall be purchased in conformity with grantor agency requirements the latest approved Project Budget, incorporated as Part II of this Agreement.
- (2) Any property purchased and/or facilities constructed under this Agreement shall be located on land which is free of all legal encumbrance and a legal description of the designated tract of land shall be on file with the Pass-through Entity and INDOT.
- (3) The Pass-through Entity shall hold title to all Project Equipment which shall be subject to certain federal standards for use and disposition of Project equipment and/or facilities as set forth herein.

B. Use of Equipment and Property

- (1) The Subrecipient agree that proposed project funds and project-financed equipment, facilities and property shall be used for the provision of rural public transportation as specified in Part I of this Agreement and in the approved Application.
- (2) Such equipment, and/or facilities shall be used within the service area described in the Application for the duration of the useful life of the equipment, and/or facilities. The Subrecipient agrees to observe the property management standards as set forth by the guidelines that the Pass-through Entity, INDOT and U.S. D.O.T may issue. Exceptions to the stated requirements must be specifically approved by the Pass-through Entity. The Pass-through Entity reserves the right to require the Subrecipient to transfer title to any personal property financed with federal and state assistance funds made available under this Agreement.
- (3) The Pass-through Entity shall retain interest in the equipment throughout its useful life by holding title and leasing the equipment at no cost to the Subrecipient. The Subrecipient are required to maintain the proper insurance coverages on the equipment during the length of the lease Agreement. The "Useful Life" of specific equipment or motor vehicles is defined by INDOT.
- (4) The Subrecipient will maintain sufficient records documenting the use of equipment and/or facilities and submit to the Pass-through Entity, upon request, such information as is required in order to ensure compliance with this Section and shall immediately notify the Pass-through Entity in all cases where Project equipment, facilities and property are used in a manner substantially different from that described in the Application and Part I of this Agreement. The Subrecipient shall submit to the Pass-through Entity at the beginning of each calendar year a certification that the project equipment, facilities and property are still used in accordance with the terms of this Agreement.
- (5) During the useful life of the equipment and facilities the Subrecipient shall maintain such Project equipment and facilities at a high level of cleanliness, safety, and mechanical soundness and in accordance with guidelines or regulations which the Pass-through Entity, INDOT or U.S. D.O.T. may issue. The Pass-through Entity, INDOT and U.S. D.O.T. shall have the right to conduct periodic

inspections for the purpose of confirming proper maintenance pursuant to this Section. The Subrecipient shall obtain Pass-through Entity concurrence before undertaking any transfer of title, lease, encumbrance, or alienation of equipment, facilities and properly financed with Federal and State assistance. The Pass-through Entity reserves the right to require the Subrecipient to restore project equipment, facilities and properly or pay for damage to project equipment, facilities and properly with the Subrecipient's knowledge and consent.

C. Disposition of Equipment and Property

If, at any time during the useful life of the equipment, facilities, or properly, said equipment, facilities, or properly are not used for those purposes specified in Part I of this Agreement, whether by planned withdrawal, misuse, or casualty loss, the Subrecipient shall immediately notify and receive approval from the Pass-through Entity prior to disposing of such equipment. Disposition of such equipment, facilities or properly shall be in accordance with the State's disposition procedures.

SECTION X: PATENT RIGHTS

No invention conceived or first actually reduced to practice in the course or under this Agreement by the Subrecipient or any subcontractor which is or may be patentable under the patent laws of the United States of America or any foreign country may be patented without the written authorization of the U.S. Department of Transportation.

SECTION XI: SPECIAL FEDERAL AND STATE REQUIREMENTS

A. Equal Employment Opportunity

- (1) In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or Pass-through Entity for employment because of race, color, age, creed, sex, or national origin. The Subrecipient shall take affirmative action to ensure that Pass-through Entities are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action should include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall insert the foregoing provision (modified only to show the particular contractual relationship) in all contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials and construction contracts to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.
- (2) If, as a condition of assistance, the Subrecipient has submitted, and the Pass-through Entity and INDOT have approved, an equal employment opportunity program that the Subrecipient agrees to carry out, such program is incorporated into this Agreement by reference. Such program shall be treated as a contractual obligation, and failure to carry out the terms of that equal employment opportunity program shall be treated as a violation of this Agreement. Upon notification to the Subrecipient of its failure to carry out the approved program, the Pass-through Entity and the INDOT will impose such remedies as it may deem appropriate, which remedies may include termination of this Agreement as provided in Section 8 of this Agreement or other measures that may affect the ability of the Subrecipient to obtain future financial assistance under the Federal Transit Act of 1964, as amended.

B. Title VI Civil Rights Act 1964

The Subrecipient shall comply and shall assure the compliance by subcontractors under this Agreement with all the requirements imposed by Title VI of the Civil Rights Act of 1964, as amended. Accordingly, the Subrecipient shall comply with the U.S. Department of Transportation Regulations, Title 49, Code of Federal Regulations, Part 21 through Appendix A and CFR 710.405(b), which are herein incorporated by reference and made part of this Agreement.

C. Disadvantaged Business Enterprise

The Subrecipient shall be responsible for meeting the applicable regulations regarding participation by disadvantaged business enterprises (DBE) in U.S. DOT programs set forth at 49 CFR Part 26, or any revision or supplement thereto. Pursuant to the requirements of 49 CFR 26, the following clauses must be inserted in any U.S. DOT assisted subcontracts:

(1) DBE Policy

In accordance with 49 CFR 26.13(a) the Subrecipient assures that it shall not discriminate on the basis of race, color national origin, or sex in the implementation of the Project and in the award and performance of any third-party contract, or sub-Agreement supported with Federal assistance derived from the U.S. D.O. T. or in the administration of its DBE program or the requirements of 49 CFR part 26.

(2) DBE Obligation

The Subrecipient assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26. to ensure nondiscrimination in the award and administration of third-party contracts and sub-Agreements supported with federal assistance derived from U.S. DOT. The Subrecipient DBE Program. as required by 49 CFR Part 26 and approved by the U.S. DOT, will be incorporated by reference and made part of this Agreement for any federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE Program is a legal obligation of the Subrecipient, and failure to carry out its terms shall be treated as a violation of this Agreement.

Failure to carry out these requirements shall constitute a breach of this Agreement and, after notification by the Pass-through Entity, may result in termination of this Agreement by the Pass-through Entity or such remedy as the Pass-through Entity deems appropriate.

(3) DBE Reporting

The Subrecipient shall submit DBE reports to the Pass-through Entity as part of the quarterly reporting to INDOT.

D. Special Section 5333(b) Labor Warranty

The Subrecipient agrees that, in the absence of waiver by the U.S. Department of Labor, the terms and conditions of this warranty, as set forth below, shall apply for the protection of the transportation related employees of any employer providing transportation services assisted by the Project ("Recipient'], and the transportation related employees of any other surface public transportation providers in the transportation service area of the project.

The Subrecipient shall comply with the requirements of the Special Section 13© warranty of the Federal Transit Act of 1964, as amended. This warranty sets forth terms and conditions determined by the U.S.

Department of Labor to be fair and equitable to protect the interests of employees affected by the Project and said conditions are herewith incorporated by reference and made a part of this Agreement.

E. Prohibited Interests

- (1) No officer, member or employee of the Subrecipient, and no member of its governing body, and no other public official within the Subrecipient's defined service area, who exercises any functions or responsibilities in the review or approval of the Project or carrying out of this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest, or in which there may be any personal or pecuniary interest, direct or indirect, in this Agreement, or the proceeds thereof.
- (2) No member of or delegate to the Congress or the United States shall be admitted to any share or part of this Agreement or to any benefit arising there from.

F. Energy Conservation

During the performance of this Agreement, the Subrecipient shall comply with all applicable and mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

G. Competition in Procurement

The Subrecipient shall comply with the Procurement Standard requirements set forth in (0MB) Uniform Guidance at 2 CFR Part 200, as amended and all revisions thereof, as may be appropriate; and all established procedures of the Pass-through Entity and INDOT. The Pass-through Entity and INDOT reserve the right to review the Subrecipient's technical specifications and requirements, where such review is necessary for proper Project administration. The Subrecipient further agrees that no Federal funds shall be used to support procurements utilizing exclusionary or discriminatory specifications.

H. Nondiscrimination On the Basis of Handicap

The Subrecipient shall ensure that all fixed facility construction or alteration and all new equipment included in the Project comply with the regulations regarding Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance, set forth at 49 CFR Part 27, and any amendments thereto.

I. Americans with Disabilities Act

The Subrecipient must comply with all applicable requirements under the Americans with Disabilities Act (49 CFR Parts 27, 37, and 38).

The Subrecipient shall maintain in operative condition those features of facilities and vehicles that make those facilities readily accessible to and usable by individuals with disabilities. These features include, but are not limited to, lifts and other

Means of access to vehicles, securement devices, elevators, signage and systems to facilitate communications with persons with impaired vision or hearing.

Accessibility features shall be repaired promptly if they are damaged or out of order. When an accessible feature is out of order, the Subrecipient shall take reasonable steps to accommodate individuals with disabilities who would otherwise use the feature.

This section does not prohibit isolated or temporary interruptions in service or access due to maintenance or repairs.

J. Charter and School Bus Operations

The Subrecipient shall comply with the applicable provisions of the guidelines related to charter and school bus operations (49 CFR 604 and 605, or 23 CFR 825.1 Appendix A paragraph 6).

K. Privacy Act

The Subrecipient shall comply with the Privacy Act of 1974 (5 U.S.C. Section 552a) and the rules and regulations issued pursuant to the Act when the performance of this Agreement involves activities associated with maintaining a system or records on individuals to be operated by the Subrecipient, its subcontract or employees to accomplish a Government function. The Subrecipient shall include this for the same purpose.

L. Buy America

All procurement and construction contracts under this Agreement must comply with Section 165 of the Surface Transportation Act of 1982, P.L. 97-424, 49 U.S.C. 1601, and UMTA regulations and guidance issues to implement this statutory provision.

M. Cargo Preference

The Subrecipient agrees:

- (1) To utilize privately owned United States-Flag Commercial Vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Section, to the extent such vessels are available at fair and reasonable rates for United States-Flag Commercial Vessels.
- (2) To furnish within 30 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "On-Board" commercial ocean bi/I-of-lading in English for each shipment of cargo described in paragraph (1) above to the recipient (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, marked with the appropriate identification of the Project.
- (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement.

N. Control of Drug Use in Transportation Operations

The Subrecipient will comply with all aspects of the anti-drug program outlined in the "Control of Drug Use in Mass Transportation Operations" (49 CFR Part 655) regulation, the "Procedures for Transportation Workplace Testing Programs" (49 CFR Part 40), and the Drug-Free Workplace Act of 1988 Implementation regulation (49 CFR Part 29) or subsequent amendments.

O. Bus Testing

All procurement contracts under this Agreement must comply with the Interim Final Rule Bus Testing (49 CFR Part 665). The Pass-through Entity agrees to abide by all regulations set forth under the final rule, as adopted.

P. Publication of Federal Assistance

Pursuant to Section 8136 of the Department of Defense Appropriations Act for fiscal year 1989, the Passthrough Entity shall clearly set forth in any statement, press release, request for proposal, bid solicitation or other document describing projects or programs funded in whole or in part with FTA funding information concerning the use of those FTA funds. To a minimum this must include:

- (1) The dollar amount of FTA assistance for the project.
- (2) The percentage of the total project cost that is financed with FTA funds.

Q. Restrictions on Lobbying

The Subrecipient certifies that it has complied with Section 1352 of Title 31, U.S. Code, which provides in part that:

- (1) No Federal appropriated funds have or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal Loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative Agreement.
- (2) If any Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant contract for Federal Funding, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Standard Form-LLL is available from the Pass-through Entity or INDOT.
- (3) The Pass-through Entity shall require that this Restriction on Lobbying contract clause be included in all lower tier sub-contracts which exceed \$100,000 and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance is placed when this grant contract is entered into. This certification is a prerequisite for making and entering into this grant contract imposed by Section 1352, Title 31, U.S. Code. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

R. Federal Changes

The Subrecipient shall at all times comply with FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in this Agreement (Form FTA MA (2) dated October 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Subrecipient's failure to so comply shall constitute a material breach of this Agreement.

S. Program Fraud & False or Fraudulent Statements & Related Acts

- (1) The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. ss 3801 et seq. and U.S. Dot regulations, "Program Fraud Civil Remedies", 49 C.F.R. 31, apply to its actions pertaining to this Project. Upon execution of this Agreement, the Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has project for which this contract work is being performed. In addition to other penalties that may be applicable, the Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subrecipient to the extent the Federal Government deems appropriate, it may make, or causes to be made, pertaining to this Agreement of the FTA assisted program.
- (2) The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. ss 5307 the Government reserves the right to impose the penalties of 18 U.S.C. ss 1001 and 49 U.S.C. ss 5307 (n)(1) on the Subrecipient, to the extent the Federal Government deems appropriate.
- (3) The Subrecipient agrees to include the above two clauses in each subcontract financed as a whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

T. No Government Obligation to Third Parties

- (1) The Pass-through Entity and Subrecipient acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation of award of this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Pass-through Entity, Subrecipient or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement.
- (2) The Subrecipient agrees to include the above clause in each subcontract financed as a whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

U. State and Local Law Disclaimer

The use of many of the suggested clauses is not governed by Federal law, but are significantly affected by State law.

The language of the suggested clauses may need to be modified depending on State law, and that before the suggested clauses are used in the Subrecipient's procurement documents, the Subrecipient should consult with its local attorney.

V. Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in preceding contract provisions. All contractual provisions provided by

DOT, as set forth in FTA Circular 4220. 1F, dated March 18, 2013, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Pass-through Entity requests which would cause the Pass-through Entity to be in violation of the FTA terms and conditions.

W. Debarment, Suspension & Other Responsibility Matters - Primary Covered Transactions

As required by U.S. D.O.T. regulations on Government wide Debarment and Suspension (Non procurement) at 49 CFR 29.510:

- (1) The Subrecipient Primary Participant certifies to the best of their knowledge and belief, that it and its principles:
 - (a) Are presently not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
 - (b) Have not within a three year period preceding this proposal been convicted or had a civil judgement rendered against them for Pass-through Entity or fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes; or Pass-through Entity of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, state, or local) with Pass-through Entity of any of the offenses listed in paragraph (2) of this certification; and
 - (d) Have not within a three-year period preceding this certification had one or more public transactions (Federal, state, or local) terminated or be cause or default.
 - (e) The Subrecipient also certifies that if, later it becomes aware of any information contradicting the statements in (a) through (d) above, it will promptly provide that information to the Pass-through Entity.
 - (f) If the Subrecipient (Primary Participant) is unable to certify the statements within paragraphs (1) and (2) above, it shall indicate so and provide a written explanation to the Pass-through Entity.

X. Employment Eligibility Verification

The Pass-through Entity confirms as governmental employers we are required to utilize E-Verify to verify the work eligibility of all employees hired after June 30, 2011. Additionally, all Indiana employers who have "public contracts for services" with a state agency or receive grants exceeding \$1000 from a state agency will also be required to participate in the E-Verify Program. The obligation for private employers will arise as a result of governmental employers (i.e. state agencies) being obligated to require recipients of public service contracts and grants in excess of \$1000 entered into after or renewed after June 30, 2011, to participate in E-Verify. In order to enroll in the E-Verify program contractors, grantees & sub-grantees may search https://www.e-verify.gov/.

SECTION XII: ENVIRONMENTAL AND RESOURCE PROTECTION REQUIREMENTS

A. Compliance with Environmental Standards

If the total amount of Federal funds to be paid pursuant to this Agreement is in excess of one hundred thousand dollars (\$100,000), the Subrecipient shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (49 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-- exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The Subrecipient shall notify the Pass-through Entity of the receipt of any communication from EPA indicating that a facility to be utilized in the Project is under consideration for listing EPA.

B. Motor Vehicle Safety and Pollution Standards

Any motor vehicle purchased with Project funds shall be maintained in accordance with the Motor Vehicle Safety Standards as established by the U.S. Department of Transportation, and the Indiana Department of Traffic Safety and Vehicle Inspection.

C. Use of Public Land

No publicly owned land from a park, recreation area, or wildlife and waterfowl refuge of national, State or local significance as determined by the Federal, State or local officials having jurisdiction thereof, or any land from a historic site of national, State or local significance as determined by such officials may be used for the Project without the prior concurrence of the Pass-through Entity and INDOT.

D. Air Pollution

No facilities or equipment shall be acquired, constructed, or improved as a part of this Project unless the Pass-through Entity obtains satisfactory assurances that are (or will be) designed and equipped to limit air pollution in accordance with applicable Federal Standards.

SECTION XIII: MISCELLANEOUS

A. Bonus or Pass-through Entity

The Subrecipient warrants that it has not paid, and also agrees not to pay, any bonus or Pass-through Entity for the purpose of obtaining approval of the application for the financial assistance provided for herein or any other approval by the Pass-through Entity which may be necessary in connection with carrying out this Agreement.

B. Covenant Against Contingent Fees

The Subrecipient warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a Pass-through Entity, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Pass-through Entity and INDOT shall have the right to annul this Agreement without liability or at its discretion, to deduct from the compensation to be paid under this Agreement or otherwise recover, the full amount of such Pass-through Entity, percentage, brokerage or contingent fee.

C. Successors and Assigns

The Subrecipient and Pass-through Entity each binds itself, its partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, and assign of such other party in respect to all promises of this Agreement.

D. Severability

If any part of provision of this Agreement is held invalid, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be constructed and enforced as if the Agreement did not contain the particular part of provision held to be invalid.

The parties having read and understanding the foregoing terms of the Agreement do by their respective signatures dated this _____ day of ______, 2025 hereby agree to the terms thereof.

Monroe County Commissioners

Area 10 Agency on Aging

BY:_____

(Signature)

BY: _____(Signature)

CERTIFICATION OF PASS-THROUGH ENTITYS ATTORNEY

I, ____Molly Turner-King ______, acting as Attorney for the Monroe County Commissioners, do hereby certify that I have examined this AGREEMENT and the proceedings taken by the Pass-through Entity related thereto, and find that the Pass-through Entity has been duly authorized by the Pass-through Entity's official action taken on the __17th__day of __April______, 2025 and that the execution of this AGREEMENT constitutes a legal and binding obligation of the Pass-through Entity In accordance with the terms thereof. I further certify that, to the best of my knowledge, there is no legislations or litigation pending or threatened which might affect the performance of the Project in accordance with the terms of this AGREEMENT.

Dated this _____ day of _____, 2025

BY: ___

Molly Turner-King, Attorney

CATEGORICAL EXCLUSION CLASSIFICATION OF CAPITAL PROJECTS CHECKLIST

The following checklist identifies transit projects that are considered Categorical Exclusions (CEs) by FTA. Please check the category or categories under which your project should be classified. If your project does not fall under any of the standard categories, but you feel it meets the criterion of a CE (the project will have no significant impact on the environment), then provide project information justifying a Categorical Exclusion classification.

This document can be signed electronically when the document is converted to PDF prior to uploading for review.

The Monroe County Commissioners capital project is a categorical exclusion because it is for:

(Check those that apply)

- [] Planning and technical studies which will not fund the construction of facilities or acquisition of capital equipment.
- [] Engineering to define the elements of a proposal or alternatives sufficiently so that environmental effects can be assessed.
- [] Ridesharing activities and transportation corridor fringe parking facilities.
- [] Program administration and technical assistance activities by the applicant to administer Section 5311 funds.
- [] Project administration and operating assistance to continue existing service or increase service to meet demand.
- [X] Purchase of vehicles of the same type (same mode) either as replacements or to increase the size of the fleet where such increase can be accommodated by existing facilities or by new facilities which themselves are within a categorical exclusion.
- [] Rehabilitation or reconstruction of existing rail and bus buildings and ancillary facilities where no additional land is required and there is no substantial increase in the number of users.
- [] Purchase and installation of operating or maintenance equipment to be located within the transit facility and with no significant physical impacts off the site where the facility is located.
- [] Installation of signs, small passenger and bus shelters, and traffic signs where no substantial land acquisition or traffic disruption will occur.
- [] Construction of new bus storage and maintenance facilities in areas used predominantly for industrial or transportation purposes where such construction is not inconsistent with existing zoning and located on or near a street with adequate capacity to handle anticipated bus and support vehicle traffic.
- [] Acquisition of land in which the property will not be modified, the land use will not be changed, and displacements will not occur. For projects other than FTA advance land loans, this categorical exclusion is limited to the acquisition of minor amounts of land. This is undertaken for the purpose of maintaining the current land use and preserving alternatives to be considered in the environmental process. Advance land acquisition shall not limit the evaluation of alternatives, including shifts in alignment for a construction project, which may be required in the National Environmental Policy Act process.
- [] Emergency repairs under 23 U.S.C. 125 which do not substantially change the design and are commenced during or immediately after the occurrence of a natural disaster or catastrophic failure.

Julie Thomas, President Board of Commissioners

(MM/DD/YYYY)

	FY2026	5 Estimated			
2026 FTA as requested (no	Actual	Budget - staff as	FY2026	Budget Adding 2	
allocation), PMTF: \$311,595	is	0	FT driv		
Expenses					
Operators' Salaries & Wages	\$	616,499	\$	683,059	
Other Salaries & Wages	\$	187,377	\$	187,377	
Fringe Benefits	\$	141,461	\$	176,551	
Services	\$	36,160	\$	36,160	
Fuel & Lubricants	\$	165,317	\$	173,343	
Tires & Tubes	\$	9,075	\$	9,075	
Other Materials & Supplies	\$	31,687	\$	31,687	
Utilities	\$	51,219	\$	51,219	
Casualty & Liability	\$	171,697	\$	171,697	
Taxes					
Purchased Trans Services	\$	-	\$	-	
Miscellaneous	\$	4,274	\$	4,274	
Leases & Rentals	\$	100	\$	100	
Equipment					
Indirects	\$	238,263	\$	256,733	
Total Expenses	\$	1,653,130	\$	1,781,275	
Less: Revenues					
Passenger Fares	\$	42,500	\$	51,000	
Net Expense	\$	1,610,630	\$	1,730,275	
Local Match					
General Fund Appropriation	\$	205,000	\$	205,000	
Other, Unrestricted Fed/State	\$	280,020	\$	339,842	
In-Kind	\$	17,400	\$	17,400	
State PMTF	<u>خ</u>	211 505	\$	211 505	
	\$ \$	311,595		311,595	
Federal Section 5311	Ş	796,615	\$	856,438	
Total Revenue	\$	1,653,130	\$	1,781,275	
Addtl needed to meet full need	ds l		\$	128,145	
FTA that would not be used if r	no addtl.	Local	\$	59,823	

Local Match Detail					
		FY202	6 Est Actual	FY2026	Full Need Version
In-Kind:					
Putnam Co. Comprehensive Services -	Putnam Co office	\$	6,600		6,600
SOI - Owen County office		\$	4,200		4,200
Stone Belt - Lawrence County office		\$	6,600	\$	6,600
General Fund:					
Monroe County		\$	80,000	\$	80,000
Lawrence County		\$	22,000	\$	22,000
Owen County (Town of Spencer & OC)		\$	33,000	\$	33,000
Putnam County (Greencastle & PC)		\$	70,000	\$	70,000
All Other Local:					
IIIB Transportation (Putnam AAA)		\$	15,000	\$	15,000
IIIB Transportation (Monroe & Owen /	4AA)	\$	25,000	\$	25,000
Medicaid NEMT		\$	35,000	\$	35,000
Local Purchase of Service (Stone Belt,	Sweet Owen				
Industries, etc.)		\$	189,020	\$	248,842
Bus Advertising (pre-UBIT)		\$	16,000	\$	16,000
	Chris Myers:			Chris My	
	This is \$122,000 real evenue based on FY2024				22,000 real ased on FY24
	eceived + UNKNOWN				UNKNOWN
	needed source of			needed so	
	67,019.82			\$126,842	
L		<mark>-</mark>			



631 W. Edgewood Drive, Ellettsville, IN 47429 Phone: (812) 876-3383 Fax: (812) 876-9922 www.area10agency.org

April 4, 2025

Monroe County Board of Commissioners 100 W. Kirkwood Ave., Rom 322 Bloomington, IN 47404

Dear All,

As the sub recipient for 5311/5339 transportation funds to the Commissioners from INDOT for the 2026 program year, Area 10 Agency on Aging pledges assurance of meeting the required local match funding for the vehicle replacement capital award of \$68,850 for one low floor minivan and three buses.

Area 10 has consistently and reliably partnered with the Commissioners for over 35 years to provide public transportation to our rural residents. In doing so, we have committed to the provision of any local required match, unless requested specifically for the Commissioners' support, in coordination of the renewal application submission. This program year we are securing local funds to match the one minivan and three bus replacements from other sources.

Should you have any questions, please feel free to contact me directly.

Sincerely.

Chris Myers Executive Director



Monroe Coun	ty Board of Commissioners Ager	ida Request Form
Date to be heard 04/17/25	Formal 🖌 Work session 🗌	Department Clerk
Fitle to appear on Agenda: Renewal of B&L IT Serv	Election Support Contract with ices, LLC	#
Executive Summary:		
support services in Monroe County. Th non election year services, the costs sh equipment, upgrade of HART equipmer planning and preparation for Vote Cente	the approval of a renewed contract with B& is is a two year contract that will expire on I all not exceed \$105,000.00 and covers reg it once approved by the State, potential equ er implementation. In 2026, for midterm ele of the contract shall not exceed \$355,000.0	December 31, 2026. In 2025, for ular maintenance and testing of all uipment moves and potential ection services, the costs shall not
Fund Name(s):	Fund Number(s):	Amount(s)
ClerkElection Budget	1215-31650-0062	Not to exceed \$105,000.00 in 2025
Presenter: Laura Wert		

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:

Turner-King, Molly

B&L IT Services, LLC Election Support Contract

This Agreement (hereafter "Agreement") is made this _____ day of February, 2025, between B&L IT Services, LLC (hereafter "Service Provider") and the Monroe County Clerk (hereafter "Clerk") and the Monroe County Board of Commissioners (hereafter "Commissioners"). Clerk and Commissioners for purposes of the Agreement will collectively be referred to as "Monroe County." The parties acknowledge that this Agreement is a legally binding and enforceable contractual agreement, and its provisions are enforceable in a court of law.

The terms of this Agreement enlists Service Provider to provide services pertaining to Election Support. The Parties agree that the following mutually agreed upon terms shall apply:

1. **Project.** The undersigned Service Provider, shall provide Election Support services as directed by the Clerk, the Monroe County Election Board, and/or an employee of the Monroe County Clerk's office delegated by the Clerk/Election Board to request services. Service Provider shall perform the services listed within the attached document consisting of two (2) pages, which is marked "Exhibit A," incorporated herein, made part of this Agreement, and referenced herein.

Request for services may be submitted by Monroe County to the Service provider as needed. Monroe County can make requests to Service Provider by phone and shall follow up said request with an email verifying request within the same business day.

Service Provider will provide notice by email to Monroe County within 24 hours of task completion. Service Provider and Monroe County will engage in regular contact by phone, text and email, as needed. Once early voting begins, Service Provider will maintain constant communication with Monroe County and will be available 24/7 if needed until Election is complete.

If Service Provider needs additional instructions or essential information beyond information provided in the initial request and verified in email by Monroe County, Monroe County will supply said additional information within the same business day of request for said additional information. If information is provided by phone or text, Monroe County shall follow-up with an email verification.

2. Term. This Agreement shall be effective from the date hereof and shall continue for a period of two (2) years, expiring December 31, 2026. This Agreement may be extended and/or terminated by both parties if done so in accordance with Section 6 of this Agreement.

3. Cost. The total accumulated amount paid to the Service Provider under this Agreement shall not exceed Three Hundred and Fifty-five Thousand dollars (\$355,000) without written approval by the Monroe County Board of Commissioners.

a. First year of Agreement - Labor provided by Service Provider will be invoiced at eighty dollars (\$80.00) per hour. Nonelection year services for 2025 provided by Service Provider typically range from \$10,000 to \$50,000. Tasks included for 2025 include regular maintenance and testing of all equipment, upgrade of Hart equipment when approved by the State, potential equipment moves, and potential planning and preparation for Vote Center implementation. Service Provider shall not exceed \$105,000 in total invoicing for the first-year term of this Agreement without the

prior written consent of the Board of Commissioners.

b. Second year of Agreement - Labor provided by Service Provider will be invoiced at eighty-two dollars (\$82.00) per hour. Midterm election services provided by Service Provider typically range from \$150,000 to \$200,000. However, Service Provider shall not exceed \$250,000 in total invoicing for the second-year term of this Agreement without the prior written consent of the Board of Commissioners.

4. Invoices. Service Provider will receive payment for services rendered upon the submission of an invoice. Service Provider shall submit an invoice for each project, including the times and dates worked, and a detailed description of the work performed. Invoices can be submitted to Terri Bowman, Monroe County Clerk Administrative Assistant, at tbowman@co.monroe.in.us and/or 301 North College Avenue, Bloomington, IN 47404.

In the event the Monroe County Clerk, Election Board, and/or their staffs request that Service Provider purchase equipment, supplies, or services or they are necessary for the completion of the work, Service Provider may invoice for those items on their regular invoices or separately, at their discretion or as instructed by the Clerk.

5. Payment. Monroe County will render payment for services in a timely manner but at a minimum within thirty (30) days from the recipient of invoice. Both parties herein recognize that payment is contingent on approval and appropriation of the Monroe County Council and subject to the Monroe County claims process. If any dispute exists between the parties concerning any payment or invoice, the Clerk shall promptly pay the undisputed portion. Such payment will not constitute a waiver by Monroe County or B&L IT Services, LLC of any of their respective legal rights and remedies against each other. Customer has no right of set-off.

6. Modification and Termination.

- **a.** This Agreement may only be modified mutually, in writing referencing this Agreement, and signed by both parties. Any modification must be approved in the same manner as this Agreement.
- **b.** This Agreement may be terminated, at any time, by either party, upon thirty (30) days written notice.
- **c.** Notices of modification and/or termination should be tendered in accordance with section 7 of this Agreement.

7. <u>NOTICE.</u> Whenever any notice, statement or other communication is required under this Agreement, it shall be sent via regular US mail and/or emailed to the following addresses, unless otherwise specifically advised. directed as follows:

Monroe County Clerk Nicole Browne 301 North College Avenue, Room #201 Bloomington, Indiana 47404 nbrowne@co.monroe.in.us **B&L IT Services** Robert White 5621 Austin Street Leesburg, Florida 34748 bobwhite5648@gmail.com

B&L pg. 2

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8. ADA, Rehabilitation Act and Title VI Compliance. Acceptance of this Agreement is evidence there is intent to comply with the Americans with Disabilities Act of 1990, Rehabilitation Act of 1973, and Title VI of the 1964 Civil Rights Act.

9. Worker's Compensation. B&L IT Services, LLC does not have any employees; all personnel are categorized as subcontractors and receive a 1099 for tax purposes. In the event B&L IT Services, LLC hires employees they 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. It shall be in the Commissioner's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.

10. Liability Insurance. B&L IT Services, LLC shall purchase and maintain comprehensive general liability insurance in amounts of at least one (1) million dollars per occurrence, and two (2) million dollars aggregate, and furnish proof of such insurance to the Commissioners before commencement of work on the Project. Failure to provide this certificate may be regarded by the Commissioners as a material breach of this Agreement, and may result in its cancellation without further cause. It shall be in the Commissioner's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.

11. Compliance with Law. Service Provider does not have any employees; all personnel are categorized as subcontractors. In the event that Service Provider hires employees, Service Provider shall comply with all State of Indiana and Monroe County applicable laws and regulations, including the County's policy prohibiting harassment. Service Provider shall indemnify and save harmless Monroe County for any fines or expenses of any nature which it might incur from Service Provider's noncompliance. If required by law, Service Provider will comply with IC 22-5-1.7 et seq. Specifically including the following:

- a. Service Provider is to enroll in and verify the work eligibility status of all newly hired employees of the Service Providers trough the E-Verify program.
- b. Service Provider is not required to verify the work eligibility status of all newly hired employees of the Service Provider through the E-Verify program, if the E-Verify program no longer exists.
- c. Service Provider must sign an affidavit affirming that Service Provider does not knowingly employ an unauthorized alien.

12. Indemnity. Service Provider assumes all risks and responsibilities for accident, injuries or damages to person(s) or property related to performance pursuant to this Agreement and caused by Service Provider's breach of any provision of this Agreement which is in whole or in part caused by any act or omission of Service Provider, their subcontractors, or anyone directly or indirectly employed by them or under their control, and agrees to indemnify and save harmless Monroe County Government 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 negligence of the County Government or its employees.

Monroe County agrees to defend, hold harmless and unconditionally indemnify Service Provider, its agents and employees, against any and all claims, damages, losses and expenses, including, but not limited to, attorney's fees, which Service Provider may at any time suffer or sustain or become liable for by reason of Monroe County's breach of any provision of this agreement, which is in whole or in part caused by any act or omission of Monroe County or those under Monroe County's control.

13. Dispute Resolution The parties will attempt to resolve any claim or controversy related to or arising out of this Agreement, whether in contract or in tort, on a confidential basis according to the following process, which either party may start by delivering to the other party a written notice in accordance with Section 7 describing the dispute and the amount involved. After receipt of notice, authorized representatives of the parties will meet at a mutually agreed-upon time and place to try to resolve the dispute by negotiation. If the dispute remains unresolved after this meeting, either party may start mandatory nonbinding mediation utilizing a mediator registered in the State of Indiana as is mutually acceptable to the parties. The cost of mediation will be split equally by the parties. If either party seeks injunctive relief, such relief may be sought in a court of competent jurisdiction without complying with the negotiation and mediation provisions herein. This Agreement shall be governed in accordance with the laws of the State of Indiana.

14. Independent Contractor. It is understood and agreed that Service Provider executes this Agreement as an independent contractor, and shall not be considered an employee or agent of Monroe County Government for any purpose. Service Provider shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Service Provider shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.

15. Miscellaneous Provisions

- a. <u>Gender</u> The words B&L IT Services, LLC, Service Provider, Board, the Monroe County Clerk, and subcontractor include singular or plural, individual, partnership or corporation, and the respective heirs, executors, administrators, successors, and assigns of B&L IT Services, LLC, the Board, and subcontractors, as the case may be. The use of any gender applies to all genders.
- b. <u>Assignment</u>. Service Provider may not assign or otherwise transfer the obligations incurred pursuant to the terms of this Agreement without the prior written consent of the Board.
- c. <u>Successors and Assigns</u>. This Agreement and the rights and duties hereunder shall inure to the benefit of and be binding upon both Service Provider and Monroe County and their successors and assigns if made in accordance with this Agreement.
- d. <u>Force Majeure</u>. Service Provider, shall not be considered in default by reason of any failure in its performance under this Agreement if such failure results from, whether directly or indirectly, fire, explosion, strike, freight embargo, Act of God or of the public enemy, war, civil disturbance, act of any government, de jure or de facto, or agency or official thereof, material or labor shortage, transportation contingencies, unusually severe weather, default of any other manufacturer or a supplier or subcontractor, quarantine, restriction, epidemic, or catastrophe,

B&L pg. 4

lack of timely instructions or essential information from the Clerk, or otherwise arising out of causes beyond the control of Service Provider.

e. <u>Waiver</u>. The failure of either party to insist at any time upon the strict performance of any terms in this Agreement or to exercise any right or remedy contained herein is not a waiver of the right or remedy for the future. The waiver of any breach of this Agreement does not prevent a subsequent act, which would have originally constituted a breach, from having all the force and effect of an original breach. No express waiver affects any terms other than the ones specified in the waiver and those only for the time and in the manner specifically stated. No waiver by either party of any of the terms of this Agreement is effective unless expressed in writing and signed by the parties.

16. Non-discrimination. In the performance of work under this Agreement, it is agreed that Service Provider 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.

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

18. Governing Law. This agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.

19. Severability. The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

20. Entire Agreement. This Agreement, consisting of six (6) pages and "Exhibit A" constitutes the entire agreement between the parties, and no oral statements or prior written matters not specifically incorporated herein shall be of any force and effect. No variation, modification or changes hereof shall be binding on either party hereto unless set forth in a document executed in accordance with the terms of this Agreement.

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

B&L IT Services, LLC	Date
	MONROE COUNTY BOARD OF COMMISSIONERS , 2025, pursuant to Monroe County Code Chapter 266-5.
MONROE C	COUNTY BOARD OF COMMISSIONERS
"AYES"	"NAYS"
Julie Thomas, President	Julie Thomas, President
Lee Jones, Vice President	Lee Jones, Vice President
Jody Madeira, Commissioner	Jody Madeira, Commissioner
ATTEST:	
Brianne Gregory, Auditor	Date

B&L pg. 6

Exhibit A

Monroe County Election Procedures performed by B&L IT Services, LLC

Establish Election, Testing, Setup, Planning dates and expectations - Create Schedule.

Establish Contacts for both County and Vendors. Share Election Services Contact Information.

Collect Election Central location and Data.

Collect Polling Locations and Data.

Establish equipment to be used at each Polling Locations.

Visit each Polling locations to Map equipment locations and provided equipment and Utilities. Test wireless access.

Create Polling location map and equipment catalog.

Contact Vendors for any needed equipment and/or updates for the upcoming elections.

Install upgrades per schedule.

Label all equipment as needed.

Prepare equipment for testing and Install Batteries.

Inventory equipment – power strips, extension cords, ramps, voting booths, Hart equipment, Pollpads, NightHawk's, ramps, cones, signs, etc.

Program Scanners, Print devices/printers, Accessible devices and Pollpads.

Recruit and manage B&L IT Services, LLC staff.

Create and maintain Inventory Sheets.

Order tables, pick up, deliver to polling locations, pick up from locations and return to vendor.

Maintain Storage locations and inventory including executing any leases required for storage locations. Service Provider will allow Clerk and/or her designee access to storage unit and its contents when requested within forty-eight (48) hours of the request. Cost of storage location will be encompassed into the amount under this Agreement. Service Provider is not responsible for any items and/or damage thereof held within the storage unit belonging to Monroe County in the event of a tornado, fire, forced theft, neglect on part of the Storage facility, and/or similar acts that are beyond the control of Service Provider. Clerk will be responsible for notifying the appropriate authorities including Service Provider in the event that the Clerk becomes aware of any issue related to the storage unit and or maintenance thereof.

Setup polling locations per social distancing, flow and security requirements.

Setup and perform LAT Test per state and local requirements.

Setup Early Voting locations and support.

Support Election Central as needed.

Setup and support Election Day Polling locations.

Tear down and Pickup election equipment.

B&L pg. 7

Page 98 of 255

Pull needed totals and place equipment in storage.

All other tasks or duties requested by the Monroe County Clerk, Election Board and their staff.

B&L pg. 8



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 04/17/24 Formal Work session Department Legal/Clerk Title to appear on Agenda: Resolution 2025-19 A resolution approving the ratification of the Help Americans Vote Act Grant received by the Monroe County Clerk's Office. Vendor # Executive Summary: On July 9, 2024, the Monroe County Clerk submitted a Subgrant application to the Office of the Indiana Secretary of
Help Americans Vote Act Grant received by the Monroe County Clerk's Office.
n July 9, 2024, the Monroe County Clerk submitted a Subgrant application to the Office of the Indiana Secretary of
tate for a HAVA grant. The requested amount was \$35,873.00 and the stated purpose for these funds were to urchase five (5) Verity Print Device and equipment/license to support the printing units. Pursuant to Monroe County ode 272-2, applications for grants or awards, contracts for grants, and all other documents or instruments that wodify a grant or award application or contract must be approved by the Board of Commissioners.
esolution 2025-19 ratifies the HAVA grant application and approves the execution of Attachment C accepting the ant.
Ind Name(s): Fund Number(s): Amount(s)
resenter: Molly Turner King
resenter: Molly Turner King Speaker(s) for Zoom purposes:
Presenter: Molly Turner King Speaker(s) for Zoom purposes: Jame(s) Phone Number(s)

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

Attorney who reviewed:

Turner-King, Molly

RESOLUTION 2025-19 A RESOLUTION APPROVING THE RATIFICATION OF THE HELP AMERICAN VOTE ACT GRANT RECEIVED BY THE MONROE COUNTY CLERK'S OFFICE

WHEREAS, pursuant to Monroe County Code 272-2, applications for grants or awards, contracts for grants, and all other documents or instruments that modify a grant or award application or contract must be approved by the Board of Commissioners prior to the execution of the application, contract, document or instrument as a condition of validity of document; and

WHEREAS, on July 9, 2024, the Monroe County Clerk submitted a Subgrant application to the Office of the Indiana Secretary of State for a HAVA grant. The requested amount was \$35,873.00 and the stated purpose for these funds were to purchase five (5) Verity Print Device and equipment/license to support the printing units; and

NOW, THEREFORE, BE IT RESOLVED BY THE MONROE COUNTY COUNCIL, MONROE COUNTY, INDIANA THAT:

The Monroe County Board of Commissioners ratifies the HAVA grant application and corresponding terms for the grant of \$35,873.00 with the stated purpose being for the purchase of five (5) Verity Print devices and the equipment/license to support the printing units.

The Monroe County Board of Commissioners either approves or ratifies the execution of Attachment C to finalize the approval and acceptance of the HAVA Grant.

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS

This_17th day of April 2025.

"AYES"

"NAYS"

Julie Thomas, President

Lee Jones, Vice President

Jody Maderia, Commissioner

Julie Thomas, President

Lee Jones, Vice President

Jody Maderia, Commissioner

Commissioner ATTEST:

Brianne Gregory, Auditor

II. Subgrant Application:

County:	M	lonroe
Submission	Date:Ju	ıly 9, 2024
Contact:	Name:	_Nicole Browne
	Title:	_Monroe County Clerk
	Address:	_c/o Election Central _401 W. 7 th Street, Suite 201 _Bloomington, IN 47404
	Phone: Email:	_(812) 349-5004 nbrowne@co.monroe.in.us

Brief description of program or programs (attached additional sheets if necessary).

As Monroe County considers transitioning to a Vote Center county, this grant would allow us to purchase five (5) Verity Print Devices and the equipment/licensure to support the printing units. We currently use Verity Printing devices for Early Voting but not on Election Day. The Print Devices would help to ensure that we never run out of ballots at a polling place and that we only print what we need when we need it. It is compatible with our Knowink Poll Pads to use the Auto Ballot features. The Knowink Poll Pads produce a barcode and the Print Device will scan and print the ballot specific to the voter at the time the voter wishes to cast a ballot.

Expected timing of program expenses: The Print devices will be useful/helpful whether or not Monroe County becomes a Vote Center county because we already use a Verity Print Device during Early Voting.

Grant amount requested: __\$35,873.00_

Please describe program details and expenses in an attachment.

Acknowledgement:

I, Nicole Browne______ on bchalf of Monroe County, Indiana, acknowledge that I have reviewed and accept the terms of the grant award applied for as specified in the U.S. Election Assistance Commission Notice of Grand Award and Terms and Conditions for HAVA funding.

Page 3 of 3



 Quote Number
 00013121

 Account Name
 Monroe County, IN

 Grand Total
 \$35,873.00

Expiration Date Payment Terms 7/27/2024 Net 30

Please fax with signature to or scan and email to Ileach@hartic.com to order.

Item		Description			Unit Price	Quantity	Total Price
Verity Print		Paper ballot printing unit			\$6,100.00	5	\$30,500.00
Brother HLL6400[Printer	owvs	Laser printer included with Verity Print f	or ballot printing			5	
AuloBallot Kil		Barcode scanner kit for automatic Verity VR/electronic poll book data	eccess code/ballot c	reation from	\$499.00	5	\$2,495.00
vDrive		Flash memory card/audio card for use w	rith Verity devices		\$66.00	5	\$3 30.00
License and Supp	ort	Annual license and support fee; will be p	prorated to align with c	contract	\$854.00	1	\$854.00
		Shipping	Subi and Handling (Estima Solution P Special Disco Grand T	rice Price punt			\$34,179.00 \$3,375.00 \$37,554.00 (\$1,681.00) \$35,873.00
Bill To		College Ave., Room 201 ington, IN 47404	Ship To	401 W 7th St. Bloomington, If	N 474 0 4		
Customer Conta	ct						
Contact Name	Nicole	Browne	Iisma	nbrowne@co.n	nonroe.in.us		
			Phone	(812) 349-2614	Ļ		

Terms and Conditions

Subsequent License and Support will be billed annually per contract terms.

Please note: Shipping & Handling charges listed are estimates only. Due to global supply chain and delivery issues, actual shipping & handling charges may be significantly higher. Pricing subject to inventory availability at time of quote execution and acceptance.

Taxes will be calculated in conjunction with the Customer based on the final approved price list.

Hart Approval				
Prepared By	Lawrence Leach	Title	Regional Sales Director	
Signature	262			
Customer Appr	roval			
Name:		Title:		
Customer Approv	/al:	Date:		



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 04/17/25	Formal 🖌 Work session 🗌	Department Health
itle to appear on Agenda: Approval of MOL	J for Dispensing Site Vendo	or #
Executive Summary:		
The Health Department is requesting approv Fairgrounds, Monroe Convention Center, an clinic (MCDC) site locations. A MCDC site is where medications/vaccinat	nd Sherwood Oaks Christian Church t ions and information/education may b	for mass countermeasure dispensing be provided to a large number of
itizens within a short period of time, in resp lisease threat.		
Fund Name(s):	Fund Number(s):	Amount(s)
N/A		
N/A		
N/A		
N/A Presenter: Lori Kelley Speaker(s) for Zoom purposes:	Phone Number(s)	
N/A Presenter: Lori Kelley		

Attorney who reviewed:

Schilling, David

MEMORANDUM OF UNDERSTANDING REGARDING MASS COUNTERMEASURE DISPENSING CLINIC SITE

This Memorandum of Understanding (MOU) is made and entered into by and between Monroe County, Indiana, acting by the through the Board of Commissioners of the County of Monroe, Indiana, and the Monroe County Health Department (collectively, County) and <u>Monroe County Fairgrounds</u> (<u>MCF</u>).

Whereas, Indiana Code 10-14-3-7 declares it the policy of the state to authorize and provide coordination of activities relating to disaster prevention, preparedness, response and recovery, including the operation of a Mass Countermeasure Dispensing Clinic (MCDC);

Whereas, the parties recognize the vulnerability of the people and communities located within Monroe County to damage, injury, and property loss resulting from disasters and/or civil emergencies and recognize that disasters and/or civil emergencies may result in equipment, manpower, and facility needs beyond the capacity of Monroe County;

Whereas, a MCDC site is where medications/vaccinations and information/education may be provided to a large number of citizens within a short period of time, in response to an emergency that involves an actual or imminent infectious disease threat;

 Whereas, _____MCF_____desires to make a portion of its property located at

 ______5700 W Airport Rd, Bloomington, IN 47403______ (Property), available to the

 County for use as a MCDC site in the event of a disaster or civil emergency; and,

Whereas, the County wishes to establish a MCDC site on the Property in the event of a disaster or civil emergency;

Now, therefore, it is mutually agreed between the parties as follows:

- 1. <u>MCF</u> agrees, in the event community prophylaxis is necessary to address a large-scale disaster or civil emergency, to provide the County, within three hours of the County's request, the following facilities and equipment, provided that at the time of the request, <u>MCF</u> has sufficient available facilities and equipment to fulfill the request:
 - a. A facility or certain rooms or locations at the Property, which are fully ADAcompliant, that will serve as the MCDC site for dispensing medications/ vaccinations and information/education.

- b. Access to parking, restrooms, kitchens, and secure storage areas for medicines.
- c. Access to available equipment, including office equipment, telephones, fax machines, copy machines, tables, chairs, desks, and refrigerators, etc., and the internet.
- d. After-hours telephone number(s) for <u>MCF</u> point of contact person or persons who are authorized to open the facilities on the Property, to assist the County with the set-up of equipment and snow removal, and to assist the County and law enforcement in securing the facilities on the Property.
- e. Access to the facilities on the Property to County and law enforcement for the development of a plan of operation for the MCDC site.
- 2. The County agrees that it shall:

- A. Exercise reasonable care in the conduct of its activities while operating the MCDC site on the Property, and that its operation of the MCDC will be conducted in a way that will minimize interference with the ongoing activities of <u>MCF</u>, to the extent reasonably possible.
- b. Provide a point of contact and contact information to address any questions that <u>MCF</u> may have regarding the County's use of the Property.
- c. Provide the name and contact information of the person who will be responsible during the operation of the MCDC.
- d. Provide <u>MCF</u> with current certificates of insurance.
- e. Ensure that replacement or reimbursement be made to <u>MCF</u> for any of <u>MCF</u> supplies (including telephone and facsimile charges, copying supplies, etc.) that may be used by the County while conducting the MCDC on the Property.
- f. In consultation with <u>MCF</u>, provide traffic control and additional security personnel as needed.

- Assure that any post-event cleanup and disposal that may be needed is g. performed and meets the satisfaction of _____ MCF____ point of contact person.
- h. Provide instruction for all personnel who will staff the MCDC site.
- i. Store, organize and maintain pharmaceutical and medical equipment and materials while used at the Property and coordinate with _____MCF_ regarding the storage and placement of such equipment and materials.
- · j. Defend, hold harmless, and indemnify ______ MCF _____, its employees and agents from any claims or actions arising from the County's use of the Property as a MCDC site.
- 3. This MOU shall become effective on the signature date of both parties and may be terminated without cause upon providing ninety (90) days written notice to the other party. The MOU shall remain in effect until termination has taken place.
- 4. The undersigned are authorized to execute this agreement on behalf of the County or <u>MCF</u>.

THE COUNTY

Monroe County Fairgrounds

Jan Congril

MEMORANDUM OF UNDERSTANDING REGARDING MASS COUNTERMEASURE DISPENSING CLINIC SITE

Whereas, Indiana Code 10-14-3-7 declares it the policy of the state to authorize and provide coordination of activities relating to disaster prevention, preparedness, response and recovery, including the operation of a Mass Countermeasure Dispensing Clinic (MCDC);

Whereas, the parties recognize the vulnerability of the people and communities located within Monroe County to damage, injury, and property loss resulting from disasters and/or civil emergencies and recognize that disasters and/or civil emergencies may result in equipment, manpower, and facility needs beyond the capacity of Monroe County;

Whereas, a MCDC site is where medications/ vaccinations and information/education may be provided to a large number of citizens within a short period of time, in response to an emergency that involves an actual or imminent infectious disease threat;

 Whereas,
 MCC
 desires to make a portion of its property located at

 302 S. College Avenue, Bloomington, IN 47403
 (Property),

 available to the County for use as a MCDC site in the event of a disaster or civil
 emergency; and,

Whereas, the County wishes to establish a MCDC site on the Property in the event of a disaster or civil emergency;

Now, therefore, it is mutually agreed between the parties as follows:

1. <u>MCC</u> agrees, in the event community prophylaxis is necessary to address a large-scale disaster or civil emergency, to provide the County, within three hours of the County's request, the following facilities and equipment, provided that at the time of the request, <u>MCC</u> has sufficient available facilities and equipment to fulfill the request:

a. A facility or certain rooms or locations at the Property, which are fully ADAcompliant, that will serve as the MCDC site for dispensing medications/ vaccinations and information/education.

- b. Access to parking, restrooms, kitchens, and secure storage areas for medicines.
- c. Access to available equipment, including office equipment, telephones, fax machines, copy machines, tables, chairs, desks, and refrigerators, etc., and the internet.

d.After-hours telephone number(s) for ______MCCpoint ofcontact person or persons who are authorized to open thefacilities on theProperty, to assist the County with the set-up ofequipment and snowremoval, and to assist the County andlaw enforcement in securing thefacilities on the Property.

- e. Access to the facilities on the Property to County and law enforcement for the development of a plan of operation for the MCDC site.
- 2. The County agrees that it shall:

Α.	Exercise reasonable ca	are in the conduct of i	ts activities while	
	operating the M	CDC site on the Prop	erty, and that its o	peration of
the	MCDC w	ill be conducted in a v	vay that will minim	nize
interference	e with the	ongoing activities	s of	
	MCC	, to the extent		
reas	onably possible.			
b.	Provide a point of contain questions that			
County's		e Property.		arding the
С.	Provide the name and responsible duri	contact information of ng the operation of th		will be
d.	Provide <u>MCC</u>	with curren	t certificates of ins	surance.
e.	Ensure that replaceme	nt or reimbursement ł	be made to	
<u>M</u>	20	for any of	MCC	supplies
(including te	elephone and	facsimile c	charges, copying s	supplies,
etc.) that m	ay be used by the County	/ whi	le conducting the	MCDC on
the Propert	y.			
f.	In consultation with	MCC	, provi	de traffic
	and addit			

control and additional security personnel as needed.

g. Assure that any post-event cleanup and disposal that may be needed is performed and meets the satisfaction of <u>MCC</u>
 of contact person.

point of

h. Provide instruction for all personnel who will staff the MCDC site.

i. Store, organize and maintain pharmaceutical and medical equipment and materials while used at the Property and coordinate with

<u>MCC</u> regarding the storage and placement of such equipment and materials.

j. Defend, hold harmless, and indemnify <u>MCC</u> ______its employees and agents from any claims or actions arising from the County's use of the Property as a MCDC site.

3. This MOU shall become effective on the signature date of both parties and may be terminated without cause upon providing ninety (90) days written notice to the other party. The MOU shall remain in effect until termination has taken place.

4. The undersigned are authorized to execute this agreement on behalf of the County or ______.

THE COUNTY
<u>Center</u>

Monroe County Convention

2,25.95 Quistan (pock

MEMORANDUM OF UNDERSTANDING REGARDING MASS COUNTERMEASURE DISPENSING CLINIC SITE

This Memorandum of Understanding (MOU) is made and entered into by and between Monroe County, Indiana, acting by the through the Board of Commissioners of the County of Monroe, Indiana, and the Monroe County Health Department (collectively, County) and <u>Sherwood Oaks Christian Church</u> (<u>SOCC</u>).

Whereas, Indiana Code 10-14-3-7 declares it the policy of the state to authorize and provide coordination of activities relating to disaster prevention, preparedness, response and recovery, including the operation of a Mass Countermeasure Dispensing Clinic (MCDC);

Whereas, the parties recognize the vulnerability of the people and communities located within Monroe County to damage, injury, and property loss resulting from disasters and/or civil emergencies and recognize that disasters and/or civil emergencies may result in equipment, manpower, and facility needs beyond the capacity of Monroe County;

Whereas, a MCDC site is where medications/vaccinations and information/education may be provided to a large number of citizens within a short period of time, in response to an emergency that involves an actual or imminent infectious disease threat;

Whereas, <u>SOCC</u> desires to make a portion of its property located at <u>2700 E. Rogers Rd., Bloomington, IN 47401</u> (Property), available to the County for use as a MCDC site in the event of a disaster or civil emergency; and,

Whereas, the County wishes to establish a MCDC site on the Property in the event of a disaster or civil emergency;

Now, therefore, it is mutually agreed between the parties as follows:

- 1. <u>SOCC</u> agrees, in the event community prophylaxis is necessary to address a large-scale disaster or civil emergency, to provide the County, within three hours of the County's request, the following facilities and equipment, provided that at the time of the request, <u>SOCC</u> has sufficient available facilities and equipment to fulfill the request:
 - a. A facility or certain rooms or locations at the Property, which are fully ADAcompliant, that will serve as the MCDC site for dispensing medications/ vaccinations and information/education.

- b. Access to parking, restrooms, kitchens, and secure storage areas for medicines.
- c. Access to available equipment, including office equipment, telephones, fax machines, copy machines, tables, chairs, desks, and refrigerators, etc., and the internet.
- d. After-hours telephone number(s) for <u>SOCC</u> point of contact person or persons who are authorized to open the facilities on the Property, to assist the County with the set-up of equipment and snow removal, and to assist the County and law enforcement in securing the facilities on the Property.
- e. Access to the facilities on the Property to County and law enforcement for the development of a plan of operation for the MCDC site.
- 2. The County agrees that it shall:
 - A. Exercise reasonable care in the conduct of its activities while operating the MCDC site on the Property, and that its operation of the MCDC will be conducted in a way that will minimize interference with the ongoing activities of <u>SOCC</u>, to the extent reasonably possible.
 - Provide a point of contact and contact information to address any questions that <u>SOCC</u> may have regarding the County's use of the Property.
 - c. Provide the name and contact information of the person who will be responsible during the operation of the MCDC.
 - d. Provide <u>SOCC</u> with current certificates of insurance.
 - e. Ensure that replacement or reimbursement be made to <u>SOCC</u> for any of <u>SOCC</u> supplies (including telephone and facsimile charges, copying supplies, etc.) that may be used by the County while conducting the MCDC on the Property.
 - f. In consultation with <u>SOCC</u>, provide traffic control and additional security personnel as needed.

- g. Assure that any post-event cleanup and disposal that may be needed is performed and meets the satisfaction of <u>SOCC</u> point of contact person.
- h. Provide instruction for all personnel who will staff the MCDC site.
- i. Store, organize and maintain pharmaceutical and medical equipment and materials while used at the Property and coordinate with <u>SOCC</u> regarding the storage and placement of such equipment and materials.
- j. Defend, hold harmless, and indemnify <u>SOCC</u>, its employees and agents from any claims or actions arising from the County's use of the Property as a MCDC site.
- 3. This MOU shall become effective on the signature date of both parties and may be terminated without cause upon providing ninety (90) days written notice to the other party. The MOU shall remain in effect until termination has taken place.
- 4. The undersigned are authorized to execute this agreement on behalf of the County or <u>SOCC</u>.

THE COUNTY

Sherwood Oaks Christian Church

2/28/2025



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 04/17/25	Formal 🖌 🛛 V	Nork session	Department	Technical Services
Title to appear on Agenda: Tyler Technologies	3 - IOT Website H	osting Vendor	# 008430	
Executive Summary:				
We would like to migrate the County website www.monroecounty.in.gov hosted by Tyler Ter The new site hosting includes the Monsido mo monitor our current site. The site offers improv annual costs to operate a site by more than 70 Site hosting is billed monthly at a rate of \$25 volume of content to be migrated, there is a or This request is to approve the migration servic \$3,000. Total of both is \$12,000.00	chnologies in coo phitoring program yed visibility, mana 0% (not including p 60 p/mth and can l the time profession	peration with the Ind for ADA compliance ageability, up-to-dat migration costs) beg be canceled at anyt hal services charge	diana State O that we are a e appearance ginning FY 20 ime with notic to cover those	ffice of Technology. already utilizing to a, and will reduce our 26 e. Base on the e services.
Fund Name(s):	Fund Number(s):		Amount(s)
Cumulative Capital	1138			\$9000.00 migration \$250.00 x 12 months
Presenter: Greg Crohn				
Speaker(s) for Zoom purposes:				
Name(s)	Phone Nu	umber(s)		
Greg Crohn	812-606-			
(the speaker phone numbers will be removed	from the docum	ent prior to posting)	

Attorney who reviewed:



Variable Services PROJECT TASK ORDER

Expiration Date 04/01/2025

Version 1.0

Date 03/18/2025

Project Name: Monroe County Time and Materials Content Migration Agency Name: Monroe County Project/VSM Ticket#: PID1274

The IN.gov Program, a partnership between the State of Indiana and Tyler Indiana, is responsible for the design, development, and maintenance of more than 330 State websites and 125 online services. Providing services for Indiana government partners for more than 25 years, the IN.gov Program continues to bring digital innovations to the state, receiving more than 100 awards in the past 4 years.



www.in.gov/iot





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The IN.gov Program, a partnership between the State of Indiana and Tyler Indiana, is responsible for the design, development, and maintenance of more than 330 State websites and 125 online services. Providing services for Indiana government partners for more than 25 years, the IN.gov Program continues to bring digital innovations to the state, receiving more than 100 awards in the past 4 years.

1. Project Information

1.1 Contact Information

Agency Name: Monroe County (Monroe)	Phone	Project Name: Monroe County Time and Materials Content Migration
Agency Executive Sponsor:	Phone:	Email:
Julie Thomas	(812) 360-0567	commissionersoffice@co.monroe.in.us
Agency Billing Authority:	Phone:	Email:
Greg Crohn	(812) 606-0837	gcrohn@co.monroe.in.us
IOT Director - IN.gov Web Portal:	Phone:	Email:
Mike White	(317) 649-5872	mwhite1@iot.in.gov
IOT Fiscal Approval:	Phone:	Email:
Ron Rogers	(317) 234-1670	rrogers@iot.in.gov
Tyler Indiana Project Manager:	Phone:	Email:
Clarissa Rodda	(765) 404-3818	Clarissa.rodda@tylertech.com
Tyler Indiana Director of Operations:	Phone:	Email:
Erin Kendall	(317) 233-2964	erin.kendall@tylertech.com
Tyler Indiana General Manager:	Phone:	Email:
Andrew Hoff	(317) 234-0139	andrew.hoff@tylertech.com

1.2 Revision History

Date	Name	Version	Section Updated	Notes
03/03/2025	Clarissa Rodda	1.0	All	Initial Version





2. Project

2.1 Scope

This Task Order (TO) covers the timeline and variable cost to migrate an additional 204 pages beyond the 250 pages covered in the Local Government Advanced Package. The Monroe County website requires these additional 204 pages beyond the Advanced Package, but does not require the additional users, forms, or other package features of the Elite Package.

2.2 Business Case

The Monroe County would like to create a website to improve communications to the public and allow important information to be located quicker. This project will involve the migration of 250 pages of content covered under a separate Task Order (TO), but Monroe County will need to migrate an additional 204 pages of content to maintain information across all departments. This additional content will be covered under a one-time Time and Materials (T&M) cost, represented in this document.

2.3 Current Process

The Monroe County currently has a website located at <u>https://www.co.monroe.in.us/</u>.





3. Terms and Conditions

This Project shall be governed by the terms and conditions set forth in the Professional Services Contract as entered into by the Indiana Office of Technology and Tyler Indiana (collectively "IN.gov").

In addition, the following will apply:

- 1. The Monroe County (Monroe) will review this project task order. Upon approval, the Monroe will provide the required support identified within this task order to assist IN.gov in completing agency assigned tasks as described herein.
- 2. If this document is not signed by the Monroe and IN.gov and received prior to the expiration date, a new document with an adjusted timeline and new expiration date will be provided to the agency for signature.
- 3. IN.gov will assign a Project Manager, and a back-up, to interface with the Monroe.
- 4. The Monroe will assign a Project Sponsor from each division, and a back-up, to interface with IN.gov.
- 5. IN.gov will be responsible for website development and support.
- 6. The Monroe will complete all required testing in accordance with the Project deadlines, prior to acceptance by the agency and deployment to production.
- 7. The Monroe will utilize Webmasters.IN.gov Website to initiate all requests to IN.gov for service requests, trouble tickets, and technical assistance.





4. Details

4.1 Sitemap

- Filename: Monroe County_sitetree_12.05.2024_organized.xlsx
 - There are many pages omitted from the sitetree (at the bottom) per Monroe County request.
 - IN.gov is including a Time and Materials (T&M) cost to migrate 204 additional pages above the 250 for the Advanced Package selected by Monroe County.





5. Communication Plan

This Communication Management plan defines the project communications structure for all projects. It defines the required communications, content, timing, and audience.

5.1 Communications Plan

Communication	From	То	сс	Content Provided/Created By	Frequency	Delivery Media
Project Kick Off Meeting	Project Manager	Project Sponsor, Stakeholders, Project Team	Director of Operations, IOT IN.gov Oversight	Project Manager	Once (Initiation Phase)	Meeting
Project Charter, Task Order, or Statement of Work	Project Manager	Project Sponsor, Stakeholders	Tyler Indiana General Manager, Director of Operations, IOT IN.gov Oversight	Project Manager	Once (Initiation/ Deployment Phase)	Email
Business Requirements	BA	Project Sponsor, Stakeholders	Director of Operations, Project Team, IOT In.gov Oversight	BA	Once (Development/ Deploy Phase)	Email, Meeting
Project Status Reporting	Project Manager	Project Sponsor, Stakeholders	IOT IN.gov	Project Team	Weekly (throughout project execution)	Email
Change Order	Project Manager	Project Sponsor, Stakeholders	Tyler Indiana General Manager, Director of Operations, IOT IN.gov Oversight	Project Manager	As needed	Email
Urgent Issues (escalated from Client/Partner)	Project Sponsor, Stakeholders	Project Manager	Director of Operations, IOT IN.gov Oversight	Project Stakeholders	As needed	Email, Memos
Issue Updates/ Resolutions	Project Manager	Project Sponsor, Stakeholders	Director of Operations, Project Team, IOT IN.gov Oversight	Project Managers, Project Team	As needed	Email
Training and Application Updates	Project Manager	Project Sponsor, Stakeholders	Director of Operations, Project Team, IOT In.gov Oversight	Project Managers, Project Team	As needed	Email
Project Hand Off (Closing)	Project Manager	Tyler Indiana General Manager, Director of Operations, Project Sponsor	Project Team, IOT IN.gov Oversight	Program Manager, Project Team, Director of Operations	As needed (Deployment/ Closing Phase)	Meeting

5.2 Glossary

This document includes the following acronyms, abbreviations, and terms:

Acronym	Definition	
BA IOT	Business Analyst	-
ΙΟΤ	Indiana Office of Technology	
PM	Project Manager	





Acronym	Definition
Project Team	Project team includes, but is not limited to: PM, BA, Developers, Creative Services, QA, System Admins
QA	Quality Assurance
RACI Diagram	Diagram displaying roles and responsibilities broken down in the following categories: Responsible, Accountable, Consulted, and Informed
UAT	User Acceptance Testing
Monroe	Monroe County
T&M	Time and Materials (project)
то	Task Order





6. RACI Diagram

Step	Phase/Key Milestone	Tyler Indiana	Monroe	IOT
1	Weekly Project Status	R/A	R/A	C/I
2	Requirements Workshops	R/A	R/A	C/I
3	Baseline Requirements	R/A	C/I	1
4	Development/Documentation	R/A	C/I	
5	Software Development	R/A	C/I	1
6	QA	R/A	C/I	I
7	UAT	C/I	R/A	1
8	Project Deployment	R/A	C/I	C/I

Role	Definition
R = Responsible	Organization(s) responsible for producing the deliverables or task.
A = Accountable	Organization(s) accountable for the deliverable or task.
C = Consulted	Organization(s) that must be consulted before a final decision can be made.
I = Informed	Organization(s) that must be informed after any final decision has been made.





7. Timeline

The following are key milestones for this project. It is imperative that all parties review and agree to the timeline as presented. The anticipated start date is contingent on priorities set forth by the Monroe and the IOT. This start date is conditional upon all parties providing their full approval and signatures on this document. Any changes to this timeline following the signing of this document must be agreed to in writing by all parties.

Task ID	Task Name	Assigned To	Completion Date				
1	Requirements Workshops	IN.gov/Monroe County	02/20/2025				
2	Baseline Requirements	IN.gov	02/28/2025				
3	Content Migration – this will be included in the website design and development project covered in a separate document.	IN.gov	05/06/2025				
4	QA	IN.gov	05/13/2025				
5	UAT	Monroe County	06/04/2025				
6	Project Documentation	IN.gov	10/31/2025				
7	Completed Project Delivery	IN.gov	TBD				
	Anticipated Start Date: 04/01/2025						





8. Project Cost Summary

Hourly rates are as follows:

Project Manager	Business Analyst	Creative Services	Dev-Sr. UI/UX	Dev-C# Developer	Quality Assurance
\$150.00	\$150.00	\$100.00	\$175.00	\$175.00	\$150.00

The following table provides a cost summary for the Monroe County Time and Materials Content Migration.

One-Time Cost Summary		
Task Item	Quantity	Cost
Content Migration	100 Hours	\$10,500.00
Tasks:		
 Migration of 204 Additional Pages of Content 		
- Document Creation		
- Project Management		
Resources		
 Creative Services (90 hours @ \$100.00/hr.) 		
- Project Manager (10 hours @ \$150.00/hr.)		
	Total Cost:	\$10,500.00
Expenses Covered	by the IN.gov Program:	(\$1,500.00)
	Total Cost to Agency:	\$9,000.00

All above one-time costs of this task order shall be covered by the Monroe County as a Variable Service. The Monroe County will pay for any direct costs associated with its undue delay in the performance of duties set forth in this document. The cost of this task order shall not exceed the above estimate without an executed change order.

NOTE: Please be aware that the Tyler Indiana can only bill your agency once the project is complete, or goods have been received, and the vendor invoices have been paid. If this falls after fiscal year end, your agency will be responsible for holding those funds so that the Tyler Indiana can bill you into the next fiscal year.





9. Approvals

9.1 Task Order Approvals

Agency representatives have reviewed the Monroe County Time and Materials Content Migration task order and by the authorized signature below, indicate the agency's acceptance of the document. The agency thoroughly understands that changes made after signed approval of this document will impact the launch date of the application.

County Executive Sponsor:

Signature:	Date:
Print Name: Julie Thomas	
County Billing Approval:	
Signature:	Date:
Print Name: Greg Crohn	
County Chargeback Phone Number: (812) 606-0837	
IOT Director - IN.gov Web Portal:	
Signature:	Date:
Print Name: Mike White	
IOT Fiscal Approval:	
Signature:	Date:
Print Name: Ron Rogers	
Tyler Indiana Project Manager:	
Signature:	Date: 03 / 18 / 2025
Print Name: Clarissa Rodda	





Tyler Indiana Director of Operations:		
Signature:	Date:	
Print Name: Erin Kendall		
Tyler Indiana General Manager:		
Signature:	Date:	
Print Name: Andrew Hoff		

9.2 Acceptance of Delivery/Deployment Approvals

Agency representatives have reviewed and fully tested Monroe County Time and Materials Content Migration and by the authorized signature below, indicate the Agency's acceptance of delivery of the Project. This acceptance also provides approval to launch the Project. The Agency thoroughly understands changes made after signed approval of the Project will result in a Change Order and may impact the launch date of the application.

County Executive Sponsor:

Signature:	Date:
Print Name: Julie Thomas	
County Billing Approval:	
Signature:	Date:
Print Name: Greg Crohn	
County Chargeback Phone Number: (812) 606-0837	
IOT Director - IN.gov Web Portal:	
Signature:	Date:
Print Name: Mike White	





IOT Fiscal Approval:		
Signature:	Date:	
Print Name: Ron Rogers		
Tyler Indiana Project Manager:		
Signature:	Date:	
Print Name: Clarissa Rodda		
Tyler Indiana Director of Operations:		
Signature:	Date:	
Print Name: Erin Kendall		
Tyler Indiana General Manager:		
Signature:	Date:	
Print Name: Andrew Hoff		





10. Appendix

10.1 Questionnaire Responses

Local Information

Town/County/Department Name: Monroe County Technical Services Department Town/County/Department Abbreviation: MCG TSD Town/County/Department Website URL: MonroeCounty.IN.gov Contact - Name: Greg Crohn Contact - Email: <u>gcrohn@co.monroe.in.us</u>

Branding Information (Optional)

Upload your branding information here. We will need your logo (or seal) as well as the color(s) for your new site. Remember, this color will be used throughout your county's entire site and cannot change from page to page.

Hexadecimal value - http://www.color-hex.com/: Blue #0000 Secondary Color (Optional): Agency Logo / Seal: MoCo200_Logo_Bloomington.png

Pages / Main Menu

Do you know what pages you want on your new site? X Yes, keep our existing site's pages and content. Yes, we have new content ready to go. No, we need your help to advise us. What is the URL of your current website? https://www.co.monroe.in.us/

Template Selection

Please choose the template below by selecting one of the images. If you would like a more detailed look at the features and styles of each template, please click on the links below: Marketing Template example - https://www.in.gov/indot/ X Information Template example - https://www.in.gov/fssa/ Adaptive Template example - https://www.in.gov/dwd/ Choose your template: Marketing Template Information Template Adaptive Template Images (Optional)

Do you have any specific images you want to include on your site? Yes X Not at this time





Please choose the images for me Social Media Links (Optional)

Link to your social media accounts on all of your pages. You can connect your Twitter, Facebook, Instagram, YouTube, GovDelivery, and Calendar sites.

Twitter URL: Facebook URL: Instagram URL: YouTube URL: GovDelivery URL:

10.2 Sitemap and Content

- Filename: Monroe County_sitetree_12.05.2024_organized.xlsx
 - Please note: there are many pages omitted from the sitetree (at the bottom)
 - Please note: IN.gov is including a Time and Materials (T&M) cost to migrate 204 additional pages above the 250 for the Advanced Package.
- Excel file is attached below; however, due to the size of the document, the Excel sitemap fields are not expanded out and pasted into the document.



<u>INgov</u>

Variable Services **PROJECT TASK ORDER**

Expiration Date 04/01/2025

Version 1.0

Date 03/18/2025

Project Name: Monroe County Website Agency Name: Monroe County Project/VSM Ticket#: PID1274

The IN.gov Program, a partnership between the State of Indiana and Tyler Indiana, is responsible for the design, development, and maintenance of more than 330 State websites and 125 online services. Providing services for Indiana government partners for more than 25 years, the IN.gov Program continues to bring digital innovations to the state, receiving more than 100 awards in the past 4 years.



Indiana Office of Technology Powering a State that Works

www.in.gov/iot





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1. Terms of Service

This Task Order (TO), is made by and between Indiana Interactive, LLC dba Tyler Indiana (the "Contractor") and the agency named in Section 2.1 below ("Agency").

WHEREAS, Contractor and the Indiana Office of Technology (the "State") entered into a Professional Services Contract, contract number 79743, for the continued maintenance and operations of the State Web Portal ("IN.gov") along with the expansion of service to meet the future needs of the State, (the "Contract"); and

WHEREAS, the Contract makes certain Baseline Services available to State Entity Agencies and Political Subdivisions and the Contract also provides a mechanism for Future Work Services, and Maintenance and Operations for certain Existing Applications, to be added through a Statement of Work (SOW) or Task Order (TO) at the agreement of the parties; and

WHEREAS, the purpose of this TO is to provide the Political Subdivisions with website services as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the amount and sufficiency of which is hereby acknowledged, the parties agree as follows:

Unless otherwise indicated herein, capitalized terms used in this TO without definition shall have the respective meanings specified in the Contract and all section, schedule, and attachment references in this TO shall be to applicable sections, schedules, and attachments of the Contract.

This TO shall be governed by and expressly incorporates the terms and conditions of the Contract to the extent applicable. The parties, pursuant to the terms of the Contract, hereby set forth the scope of work, cost, and other provisions under which Agency engages Contractor to provide the services specified herein.





The IN.gov Program, a partnership between the State of Indiana and Tyler Indiana, is responsible for the design, development, and maintenance of more than 330 State websites and 125 online services. Providing services for Indiana government partners for more than 25 years, the IN.gov Program continues to bring digital innovations to the state, receiving more than 100 awards in the past 4 years.

2. Project Information

2.1 Contact Information

Agency Name: Monroe County (Monroe)	Phone	Project Name: Monroe County Website
County Executive Sponsor:	Phone:	Email:
Julie Thomas	(812) 360-0567	commissionersoffice@co.monroe.in.us
County Billing Authority:	Phone:	Email:
Greg Crohn	(812) 606-0837	gcrohn@co.monroe.in.us
IOT Director - IN.gov Web Portal:	Phone:	Email:
Mike White	(317) 649-5872	mwhite1@iot.in.gov
IOT Fiscal Approval:	Phone:	Email:
Ron Rogers	(317) 234-1670	rrogers@iot.in.gov
Tyler Indiana Project Manager:	Phone:	Email:
Clarissa Rodda	(765) 404-3818	Clarissa.rodda@tylertech.com
Tyler Indiana Director of Operations:	Phone:	Email:
Erin Kendall	(317) 233-2964	erin.kendall@tylertech.com
Tyler Indiana General Manager:	Phone:	Email:
Andrew Hoff	(317) 234-0139	andrew.hoff@tylertech.com

2.2 Revision History

Date	Name	Version	Section Updated	Notes
03/03/2025	Clarissa Rodda	1.0	All	Initial Version





3. Project

3.1 Scope

This TO covers the timeline and variable cost to redesign the Monroe County Website. The site will use the following URL: [https://www.in.gov/counties/monroe/]. This website will use the standard website template as detailed in Section 6.

Tyler Indiana will be responsible for setting up the website, creating the top-level navigation, inputting static content for up to two-hundred fifty (250) pages available on the current Monroe County website and creating the billboards.

Monroe County representatives will be responsible for providing the content and approving direction for the billboards/widgets, delivering additional files for the website content, and editing/populating any additional content beyond what is provided at the beginning of the project.

Monroe County representatives will let Tyler Indiana know when they are finished with testing and then give Tyler Indiana written approval to make the website live.

Prior to the new website going live, training will be provided for up to twenty-five (25) content management system (CMS) users to maintain the new website.

After the new website is live, Monroe County representatives will be responsible for utilizing the Enterprise Content Management System (WebCMS) to manage the site on their own. Using the CMS, users can edit pages, create new pages, delete assets, and many other tasks through a simplified user interface. No HyperText Markup Language (HTML) or other code is required to manage the website, only a basic knowledge of the CMS tool.

The Monroe County may submit up to ten (10) support tickets per month requesting assistance with the tools provided as part of the agreement at no additional cost.

3.2 Business Case

The Monroe County would like to create a website to improve communications to the public and allow important information to be located quicker. This project will also fall under the secure in.gov domain and be developed in responsive design allowing the website and its pages to render on all devices and screen sizes by automatically adapting to the user's screen, whether it is a desktop, laptop, tablet, or smartphone.

3.3 Current Process

The Monroe County currently has a website located at https://www.co.monroe.in.us/.





4. Terms and Conditions

This Project shall be governed by the terms and conditions set forth in the Professional Services Contract as entered into by the Indiana Office of Technology and Tyler Indiana (collectively "IN.gov").

In addition, the following will apply:

- 1. The Monroe County (Monroe) will review this project task order. Upon approval, the Monroe County will provide the required support identified within this task order to assist IN.gov in completing agency assigned tasks as described herein.
- 2. If this document is not signed by the Monroe County and IN.gov and received prior to the expiration date, a new document with an adjusted timeline and new expiration date will be provided to the agency for signature.
- 3. IN.gov will assign a Project Manager, and a back-up, to interface with the Monroe County.
- 4. The Monroe County will assign a Project Sponsor, and a back-up, to interface with IN.gov.
- 5. IN.gov will be responsible for initial website development and support of up to two-hundred fifty (250) pages of static content.
- 6. The Monroe County has agreed to the standard template design as specified in Section 6. Customizations outside of the standard template will be billed at current Time & Materials rates; however, customization and charges will not be incurred without prior written consent by both parties.
- 7. The Monroe County will complete all required testing in accordance with the Project deadlines, prior to acceptance by the agency and deployment to production.
- 8. Upon successful deployment to production, the Monroe County will be responsible for creating and updating content using the Content Management System (CMS) provided by the Indiana Office of Technology.
- 9. The Monroe County will utilize Webmasters.IN.gov Website to initiate all requests to IN.gov for service requests, trouble tickets, and technical assistance.
- 10. The Monroe County may submit up to ten (10) support tickets per month requesting assistance with the tools provided as part of the agreement. Additional requests for assistance may be billed at current Time & Materials rates; however, charges will not be incurred without prior written approval by both parties.





5. Technical Requirements

5.1 Monroe County – <u>https://www.in.gov/counties/monroe/</u>

Requested URL: <u>https://www.in.gov/counties/monroe/</u>

5.2 Requirements:

#	Requirements
001	Website URL
	<u>https://www.in.gov/counties/monroe/</u>
	Redirects:
	 URL: MonroeCounty.IN.gov
	 URL: https://www.co.monroe.in.us/
002	Template, Logo, and Color Scheme
	Use the:
	Marketing Template
	☑ Information Template
	Adaptive Template
	Logo:
	□ Logo not needed.
	\Box Use current logo on file with Tyler Indiana
	☑ Use new logo attached to appendix – File:
	MoCo200_Logo_Bloomington.png
	Colors to be used.
	 Primary color: #0000ff
	 Secondary color: IN.gov to choose.
003	Sitemap
	 Filename: Monroe County_sitetree_12.05.2024_organized.xlsx Please note: there are many pages omitted from the sitetree (at the bottom)
	 Please note: IN.gov is including a Time and Materials (T&M) cost to migrate 204 additional pages above the 250 for the Advanced Package.
	Sitemap content is attached to appendix.





# 004	Requirements
JU4	Custom Agency Footer Link 1
	 Label: Contact Us
	 Text: Monroe County Court House
	 100 W Kirkwood Ave
	Bloomington, IN 47404
	 URL: New contact us page with address above and map.
	• Link 2
	 Label: Helpful Links
	 Legal Notices:
	https://www.co.monroe.in.us/department/?structureid=177
	Job Postings:
	https://www.co.monroe.in.us/department/division.php?stru
	ctureid=123
005	Content
	Customer provided text attached to appendix.
	Filename: Monroe County_sitetree_12.05.2024_organized.xlsx
	 Please note: there are many pages omitted from the sitetree (at the bottom)
	 Please note: IN.gov is including a Time and Materials (T&M)
	cost to migrate 204 additional pages above the 250 for the
	Advanced Package.
	Customer will populate webpage text (editable pages display 'Coming Soon!' text)
	Include a highlighted area with the Notifications on the homepage and port
	over the 3 items currently there: https://Monroecounty.net





#	Requirements	
006	Spotlights	
	Spotlight 1:	
	 Icon: IN.gov to Choose 	
	 Text: Online Tax Payments 	
	• URL:	
	https://www.co.monroe.in.us/egov/apps/services/index.egov?vie	
	w=detail;id=11	
	Spotlight 2:	
	 Icon: IN.gov to choose 	
	 Text: Resident Alert Sign-Up 	
	• URL:	
	https://member.everbridge.net/index/1772417038942730#/login	
	(open in new tab)	
	Spotlight 3:	
	 Icon: IN.gov to choose 	
	○ Text: GIS Maps	
	• URL:	
	https://www.co.monroe.in.us/department/division.php?structureid	
	= 150	
	Spotlight 4:	
	 Icon: IN.gov to choose Text: Agendee & Minutee 	
	 Text: Agendas & Minutes URL: <u>https://www.co.monroe.in.us/boards/</u> 	
	 ORL: <u>https://www.co.monroe.in.us/boards/</u> Spotlight 5: 	
	 Sponght 3. Icon: IN.gov to choose 	
	\circ Text: Forms	
	\circ URL:	
	https://www.co.monroe.in.us/egov/apps/document/center.egov?v	
	iew=browse&eGov_searchType=6&eGov_searchSubmit=Searc	
	<u>h</u>	
	• Spotlight 6:	
	 Icon: IN.gov to choose 	
	 Text: View Important News 	
	• URL:	
	https://www.co.monroe.in.us/topic/newstopic.php?topicid=364&s	
	tructureid=1	





007 FAQ & I Want To

Requirements

FAQ: N/A

I Want To's

- I want to find a document.
 - New page with documents imported from: (https://www.co.monroe.in.us/egov/apps/document/center.egov)
- I want to apply for a job.
 - <u>https://www.co.monroe.in.us/department/division.php?structureid</u> =123
- I want to apply for a permit.
 - o <u>https://monroecountyin.portal.opengov.com/</u>
- I want to attend a meeting.
 - o <u>https://www.co.monroe.in.us/boards/</u>
- I want to get connected.
 - <u>https://www.co.monroe.in.us/egov/apps/services/index.egov?vie</u> <u>w=detail;id=4</u>
- I want to find a form.
 - <u>https://www.co.monroe.in.us/egov/apps/document/center.egov?v</u> <u>iew=browse&eGov_searchTitle=&eGov_searchType=6&eGov_s</u> <u>earchDepartment=&eGov_searchCategory=&eGov_searchTopic</u> <u>=&eGov_searchYear=&eGov_searchSubmit=Search</u>
- I want to view county locations.
 - o <u>https://www.co.monroe.in.us/egov/apps/locations/facilities.egov</u>
- I want to view county services.
 - <u>https://www.co.monroe.in.us/egov/apps/services/index.egov?vie</u> w=group;group=type





#	Requirements
008	Online Services
	Recent News:
	https://www.co.monroe.in.us/egov/apps/document/center.egov?view=br owse&eGov_searchType=4&eGov_searchDepartment=1 (Setup in The Localist, but distinguish with separate "News" Label. Future "News"
	only)
	Events Calendar:
	https://www.co.monroe.in.us/egov/apps/events/calendar.egov?view=cal
	(Copy all future events into The Localist calendar)
	 Schedule of Microsoft TEAMS Virtual Meetings:
	https://www.co.monroe.in.us/egov/apps/document/center.egov?view=it
	<u>em;id=10017</u>
	View Important News:
	https://www.co.monroe.in.us/topic/newstopic.php?topicid=364&structur eid=1
	Apply for a Permit: <u>https://monroecountyin.portal.opengov.com/</u>





#	Requirements
009	Billboards
	Billboard 1:
	 Image: IN.gov to choose
	 Text: Welcome to Monroe County Indiana
	 URL: New contact page with courthouse address.
	Billboard 2:
	 Image: IN.gov to choose
	 Text: Public Meetings
	 Subtext: Watch public meetings on CATS
	 URL: <u>https://catstv.net/channels.php?channel=county</u> (open in
	new tab)
	Billboard 3:
	 Image: IN.gov to choose
	 Text: Vital Records
	 Subtext: Birth and Death Certificates
	• URL:
	https://www.co.monroe.in.us/topic/index.php?topicid=149&struct
	ureid=12
	Billboard 4:
	 Image: IN.gov to Choose
	 Text: Online Property Tax Payments
	 Subtext: Pay your tax bill online
	• URL:
	https://www.co.monroe.in.us/egov/apps/services/index.egov?vie
	<u>w=detail;id=11</u>
010	Social Media
010	
	Facebook: <u>https://www.facebook.com/monroecoboardofcommissioners</u> Twitter: https://www.facebook.com/monroecoboardofcommissioners
	Twitter: <u>https://twitter.com/MonroeCoBoC</u>
011	Search Appliance
011	

• Tyler Indiana will set up an instance for Monroe County





#	Requirements
012	3 rd Party Integrations
	 Monroe County representatives will use the following 3rd party integrations on this site: Google Analytics– Tyler Indiana/IOT will set up and provide access to Monroe County Webmasters. Funnelback Search – Tyler Indiana/IOT will set up and provide access to Monroe County Webmasters. Siteimprove QA – Tyler Indiana/IOT will set up and provide access to Monroe County Webmasters. Calendar – Tyler Indiana/IOT will set up and provide access to Monroe County Webmasters.
013	Calendar Standard Calendar to be placed on homepage. Populate calendar with future events from: <u>https://www.co.monroe.in.us/egov/apps/events/calendar.egov?vi</u> <u>ew=cal</u>
014	 Webmasters Needing WebCMS Project and Calendar Access Greg Crohn <u>gcrohn@co.monroe.in.us</u> Venkat Gogineni <u>vgogineni@co.monroe.in.us</u> Mark Hazelbaker <u>mhazelbaker@co.monroe.in.us</u>





#		Requirements
015	Form	S
	•	Form 1: ADA Grievance Form (direct copy)
		https://www.co.monroe.in.us/egov/apps/action/center.egov?view=form;
		page=1;id=11
		• Email: esensenstein@co.monroe.in.us
	•	Form 2: Ask a Zoning or Subdivision Question (direct copy)
		https://www.co.monroe.in.us/egov/apps/action/center.egov?view=form;
		page=1;id=17
		 Email: <u>planningoffice@co.monroe.in.us</u>,
		acrecelius@co.monroe.in.us
	•	Form 3: Boards and Commissions Application (direct copy)
		https://www.co.monroe.in.us/egov/apps/action/center.egov?view=form;
		page=1;id=12
		 Email: vgogineni@co.monroe.in.us , ddelaw@co.monroe.in.us,
		kshell@co.monroe.in.us)
	•	Form 4: Probation Advisory Workgroup Information and Application
		(direct copy)
		https://www.co.monroe.in.us/egov/apps/action/center.egov?view=form;
		page=1;id=26
		 Email: <u>kmarcum@co.monroe.in.us</u>, <u>lbrady@co.monroe.in.us</u>
	•	Form 5: Report a Pothole or Road Hazard (direct copy)
		https://www.co.monroe.in.us/egov/apps/action/center.egov?view=form;
		page=1;id=10
		 Email: <u>potholes@co.monroe.in.us</u>, <u>ljridge@co.monroe.in.us</u>;
		jrichardson@co.monroe.in.us; ltavernier@co.monroe.in.us;
		smandeville@co.monroe.in.us
	•	Form 6: Seasonal Newsletter Sign-Up (direct copy)
		https://www.co.monroe.in.us/egov/apps/action/center.egov?view=form;
		page=1;id=24
		 Email: jprobertson@co.monroe.in.us
016	Photo	
	•	Use as many photos as possible off the production website located at
		https://www.co.monroe.in.us/.

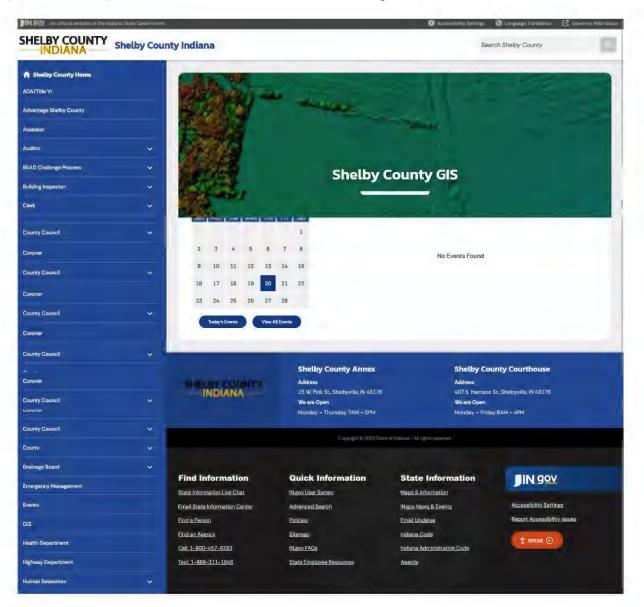


6. Wireframe/Mockup Requirements

6.1 Landing Page Mockup Example

Indiana Office of Technology Powering a State that Works

To support visual conception of the design, visual aids have been added below. These are guides for theoretical purposes and may be altered if needed. This is not the Monroe County's website. Just an example of the template chosen. Colors, content, and images will be altered.







7. Communication Plan

This Communication Management plan defines the project communications structure for all projects. It defines the required communications, content, timing, and audience.

7.1 Communications Plan

Communication	From	То	сс	Content Provided/Created By	Frequency	Delivery Media
Project Kick Off Meeting	Project Manager	Project Sponsor, Stakeholders, Project Team	Director of Operations, IOT IN.gov Oversight	Project Manager	Once (Initiation Phase)	Meeting
Project Charter, Task Order, or Statement of Work	Project Manager	Project Sponsor, Stakeholders	Tyler Indiana General Manager, Director of Operations, IOT IN.gov Oversight	Project Manager	Once (Initiation/ Deployment Phase)	Email
Business Requirements	Business Analyst	Project Sponsor, Stakeholders	Director of Operations, Project Team, IOT In.gov Oversight	Business Analyst	Once (Development/ Deploy Phase)	Email, Meeting
Project Status Reporting	Project Manager	Project Sponsor, Stakeholders	IOT IN.gov	Project Team	Weekly (throughout project execution)	Email
Change Order	Project Manager	Project Sponsor, Stakeholders	Tyler Indiana General Manager, Director of Operations, IOT IN.gov Oversight	Project Manager	As needed	Email
Urgent Issues (escalated from Client/Partner)	Project Sponsor, Stakeholders	Project Manager	Director of Operations, IOT IN.gov Oversight	Project Stakeholders	As needed	Email, Memos
Issue Updates/ Resolutions	Project Manager	Project Sponsor, Stakeholders	Director of Operations, Project Team, IOT IN.gov Oversight	Project Managers, Project Team	As needed	Email
Training and Application Updates	Project Manager	Project Sponsor, Stakeholders	Director of Operations, Project Team, IOT In.gov Oversight	Project Managers, Project Team	As needed	Email
Project Hand Off (Closing)	Project Manager	Tyler Indiana General Manager, Director of Operations, Project Sponsor	Project Team, IOT IN.gov Oversight	Program Manager, Project Team, Director of Operations	As needed (Deployment/ Closing Phase)	Meeting

7.2 Glossary

This document includes the following acronyms, abbreviations, and terms:

Acronym	Definition	
BA	Business Analyst	
CMS	Content Management System	
HTML	Hypertext Markup Language	
IOT	Indiana Office of Technology	





Acronym	Definition
Monroe	Monroe County
PM	Project Manager
Project Team	Project team includes, but is not limited to: PM, BA, Developers, Creative Services, QA, System Admins
QA	Quality Assurance
RACI Diagram	Diagram displaying roles and responsibilities broken down in the following categories: Responsible, Accountable, Consulted, and Informed
UAT	User Acceptance Testing
URL	Uniform Resource Locator





8. RACI Diagram

Step	Phase/Key Milestone	Tyler Indiana	Monroe	IOT
1	Weekly Project Status	R/A	R/A	C/I
2	Requirements Workshops	R/A	R/A	C/I
3	Baseline Requirements	R/A	C/I	I.
4	Development/Documentation	R/A	C/I	I
5	Software Development	R/A	C/I	L I
6	QA	R/A	C/I	I
7	UAT	C/I	R/A	I
8	Project Deployment	R/A	C/I	C/I

Role	Definition
R = Responsible	Organization(s) responsible for producing the deliverables or task.
A = Accountable	Organization(s) accountable for the deliverable or task.
C = Consulted	Organization(s) that must be consulted before a final decision can be made.
l = Informed	Organization(s) that must be informed after any final decision has been made.





9. Timeline

The following are key milestones for this project. It is imperative that all parties review and agree to the timeline as presented. The anticipated start date is contingent on priorities set forth by the Monroe County and the IOT. This start date is conditional upon all parties providing their full approval and signatures on this document. Any changes to this timeline following the signing of this document must be agreed to in writing by all parties.

Task ID	Task Name	Assigned To	Completion Date
1	Requirements Workshops	IN.gov/Monroe County	02/20/2025
2	Baseline Requirements	IN.gov	02/28/2025
3	Software Build	IN.gov	05/06/2025
4	QA	IN.gov	05/13/2025
5	UAT	Monroe County	06/04/2025
6	Project Documentation	IN.gov	10/31/2025
7	Completed Project Delivery	IN.gov	TBD
	Anticipated Start Date: 04/01/2	025	





10. Project Cost Summary

Hourly rates are as follows:

Project Manager	Business Analyst	Creative Services	Dev-Sr. UI/UX	Dev-C# Developer	Quality Assurance
\$150.00	\$150.0 <mark>0</mark>	\$100.00	\$175.00	\$175.00	\$150.00

The following table provides a cost summary for the Monroe County Website.

N	Standard	Advanced	Elite
Cost Per Month	FREE	\$250	\$500
Support Requests Per Month	4	10	20
Training	Online & Group	Online & Group	Online & Group
Migrated Pages	100*	250*	1000*
CMS Users	10	25	50
Payment Processing	Included	Included	Included
Web Forms	4/year	10/year	20/year
IN.gov Calendar Access	Included	Included	Included
Form Builder Access	None	None	Included
Website Package Chosen		\boxtimes	

*Political subdivisions can request a one-time migration of additional pages billed at the contracted hourly rate.

Monroe County has elected to have additional pages migrated. This will be covered under a separate task order.

All other service increases (i.e., tickets, users, forms, etc.) will require a package upgrade.

Support requests (ten (10)) are requests for assistance with the CMS web tools. It does not include development or implementation of features. These items will be billed at current Time & Materials rates.

All above One-Time Costs of this Task Order shall be covered by the Monroe County as a Variable Service. Monroe County will pay for any direct costs associated with its undue delay in the performance of duties set forth in this document. The cost of this Task Order shall not exceed the above estimate without an executed change order.

NOTE: Please be aware that the Monroe County will be billed annually beginning on the 1st business day prior to the website production launch for the annual website cost of \$3000.00.





11. Approvals

11.1 Task Order Approvals

Agency representatives have reviewed the Monroe County Website task order and by the authorized signature below, indicate the agency's acceptance of the document. The agency thoroughly understands that changes made after signed approval of this document will impact the launch date of the application.

County Executive Sponsor:

Signature:	Date:	
Print Name: Julie Thomas		
County Billing Approval:		
Signature:	Date:	
Print Name: Greg Crohn		
County Chargeback Phone Number: (812) 606-0837		
IOT Director - IN.gov Web Portal:		
Signature:	Date:	
Print Name: Mike White		
IOT Fiscal Approval:		
Signature:	Date:	
Print Name: Ron Rogers		
Tyler Indiana Project Manager:		
Signature:	Date:	03 / 18 / 2025
Print Name: Clarissa Rodda		





Tyler Indiana Director of Operations:

Signature:

Print Name: Erin Kendall

Tyler Indiana General Manager:

Signature:

Print Name: Andrew Hoff

Date:

Date:





11.2 Acceptance of Delivery/Deployment Approvals

Agency representatives have reviewed and fully tested Monroe County Website and by the authorized signature below, indicate the Agency's acceptance of delivery of the Project. This acceptance also provides approval to launch the Project. The Agency thoroughly understands changes made after signed approval of the Project will result in a Change Order and may impact the launch date of the application.

County Executive Sponsor:

Signature:	Date:
Print Name: Julie Thomas	
County Billing Approval:	
Signature:	Date:
Print Name: Greg Crohn	
County Chargeback Phone Number: (812) 606-0837	
IOT Director - IN.gov Web Portal:	
Signature:	Date:
Print Name: Mike White	
IOT Fiscal Approval:	
Signature:	Date:
Print Name: Ron Rogers	
Tyler Indiana Project Manager:	
Signature:	Date:
Print Name: Clarissa Rodda	





Tyler Indiana Director of Operations:

Signature:

Print Name: Erin Kendall

Tyler Indiana General Manager:

Signature:

Print Name: Andrew Hoff

Date:

Date:





12. Appendix

12.1 Logo



12.2 Questionnaire Responses

Local Information

Town/County/Department Name: Monroe County Technical Services Department Town/County/Department Abbreviation: MCG TSD Town/County/Department Website URL: MonroeCounty.IN.gov Contact - Name: Greg Crohn Contact - Email: gcrohn@co.monroe.in.us

Branding Information (Optional)

Upload your branding information here. We will need your logo (or seal) as well as the color(s) for your new site. Remember, this color will be used throughout your county's entire site and cannot change from page to page.

Hexadecimal value - http://www.color-hex.com/: Blue #0000 Secondary Color (Optional): Agency Logo / Seal: MoCo200_Logo_Bloomington.png

Pages / Main Menu

Do you know what pages you want on your new site? X Yes, keep our existing site's pages and content. Yes, we have new content ready to go. No, we need your help to advise us. What is the URL of your current website? https://www.co.monroe.in.us/





Template Selection

Please choose the template below by selecting one of the images. If you would like a more detailed look at the features and styles of each template, please click on the links below:

Marketing Template example - https://www.in.gov/indot/

X Information Template example - https://www.in.gov/fssa/

Adaptive Template example - https://www.in.gov/dwd/

Choose your template:

Marketing Template Information Template

Adaptive Template

Images (Optional)

Do you have any specific images you want to include on your site? Yes X Not at this time Please choose the images for me

Social Media Links (Optional)

Link to your social media accounts on all of your pages. You can connect your Twitter, Facebook, Instagram, YouTube, GovDelivery, and Calendar sites.

Twitter URL: Facebook URL: Instagram URL: YouTube URL: GovDelivery URL:

12.3 Sitemap and Content

- Filename: Monroe County_sitetree_12.05.2024_organized.xlsx
 - Please note: there are many pages omitted from the sitetree (at the bottom)
 - Please note: IN.gov is including a Time and Materials (T&M) cost to migrate 204 additional pages above the 250 for the Advanced Package.
- Excel file is attached below; however, due to the size of the document, the Excel sitemap fields are not expanded out and pasted into the document.





Monroe County Board of Commissioners Agenda Request Form

	_	
Date to be heard 04/17/25	Formal 🖌 Work session 🗌 D	epartment Legal
Title to appear on Agenda:Agreement wit Study	h DLZ regarding a Traffic Vendor #	
Executive Summary:		
This contract is to study the future traffic for		
Fund Name(s):	Fund Number(s):	Amount(s)
EDIT BAN	4816	28,200
Presenter: Angie Purdie		
Speaker(s) for Zoom purposes:		
Name(s)	Phone Number(s)	

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

Attorney who reviewed:

Cockerill, Jeff



WORK AUTHORIZATION TO PROVIDE SERVICES

PROJECT DATA

Date	April 4, 2025	Client PO#	
Client Name	Monroe County, Indiana	Project Name	Traffic Impact Study
Project Contact Name	Jeff Cockerill	Site Address	Along SR 45/46
Project Contact Email	jcockerill@co.monroe.in.us	Site City, State	Bloomington, IN
Project Contact Cell	812-272-2014		
Est. Start Date	April 14, 2025	List Additional	
Est. Completion Date	July 31, 2025		

GENERAL

Date	Scope of Services	Estimated Fee
04/04/25	See Attached Exhibit A	\$28,200.00
	Total	\$28,200.00 (Lump Sum)

TERMS & CONDITIONS

It is DLZ's understanding that the above-mentioned client intends to utilize DLZ to perform the abovementioned Services at the above-mentioned work site. For performing the above-mentioned services, DLZ INDIANA, LLC, will be paid the above-mentioned fee. Please sign, date and return one copy of this Work Authorization to serve as notice to proceed for our services. Services shall not commence until we receive a signed Work Authorization. The Terms and Conditions, as attached (Exhibit B), shall be incorporated herein and make part of this Work Authorization. The client referred in these Terms and Conditions shall be that as stated in the PROJECT DATA section above.

DLZ Indiana, LLC

APPROVED AND ACCEPTED

Signature	Nauri Dootmin	Signature
Printed Name	Laurie D. Johnson, PE	Printed Name
Title	Vice President	Title
Date	4/4/2025	Date

138 N Delaware St, Indianapolis, IN 46204-2524 OFFICE 317.633.4120 ONLINE WWW.DLZ.COM

EXHIBIT A SCOPE OF SERVICES

DLZ Indiana, LLC (DLZ) is pleased to provide this proposal for traffic engineering services to Monroe County, Indiana (County) related to the proposed developments anticipated along State Road 46 (SR 46) between Interstate 69 (I-69) and W. Arlington Road. This development is expected to include the planned Justice Center and Correctional Facility, other residential and commercial development, according to the North Park PUD, and include extension of W. Hunter Valley Road, east of SR 46 to W. Arlington Road.

The following scope of work has been developed to evaluate the expected traffic impacts on area roadway intersections as discussed below.

Task 1: Data Collection and Summarization

This task will include collecting traffic counts at the locations listed below, constituting the Study Area. Data will be collected on a typical weekday (Tuesday, Wednesday or Thursday) from 6 AM to 9 AM, and 3:30 PM to 6:30 PM.

- 1. SR 46 & W. Arlington Road
- 2. SR 46 & W. Hunter Valley Road
- 3. W. Arlington Road & W. Hunter Valley Road
- 4. W. Arlington Road & N. Prow Road (unless latest data provided by the City of Bloomington)

Based on the discussion with Monroe County Highway Department, the intersection of Gourley Pike and Monroe Street is not included in this study, as the existing High School traffic is not expected to take this route.

Miovision video collection units will be temporarily installed at each location to collect turning movement volume data. Vehicular data will be collected in 15-minute increments and be classified as passenger cars, single-unit trucks, or multi-unit trucks.

DLZ will develop a simple existing conditions diagram that identifies peak hour traffic volumes, traffic controls, lane configurations, driveway locations, and other pertinent information for the TIS. We will obtain the necessary permits to install data collection equipment within the right of way from INDOT, the County, and City, if needed.

Task 2: Existing Conditions Analysis

This task will include analysis of existing (year 2025) traffic operations at the four (4) study area intersections stated in Task 1. This work will be done using the Trafficware's Synchro software program to perform intersection capacity analysis. DLZ will develop the Synchro model. The existing roadway network will be modeled with the existing lane configurations, intersection control devices, peak hour factors, truck factors, and existing turning movements, for the AM and PM weekday peak hours.

Highway Capacity Manual (HCM) 7th Edition intersection capacity analysis reports will be generated from Synchro and inserted in the report. A discussion of the results of the capacity analysis will be developed for the report, accompanied by tables summarizing the intersection levels of service, average delay per vehicle, and 95th percentile queues.

138 N Delaware St, Indianapolis, IN 46204-2524 OFFICE 317.633.4120 ONLINE WWW.DLZ.COM

Task 3: Traffic Forecasting and Distribution

Regional background traffic growth will be estimated and forecasted according to historical traffic trends. These trends will be determined through an analysis of historical traffic data from INDOT's online Traffic Count Database System (TCDS). In the absence of such data, a 1% linear annual growth rate shall be applied.

DLZ will develop potential development scenarios for the study area based on the North Park PUD. The development scenario to be studied will be confirmed with the County prior to finalizing trip forecasts. Traffic associated with proposed developments will be forecasted for the AM and PM weekday peak hours, based on the information contained in the ITE Trip Generation Manual, 11th Edition.

The existing turning movement volumes will be rerouted according to proposed changes in the study area roadway network, including the connection of W. Hunter Valley Road between SR 46 and W. Arlington Road.

Forecasted site trips will be distributed on the study network and assigned to turning movements at the study intersections according to traffic patterns expected with the W. Hunter Valley Road connection. Forecasted turning movement volumes will be developed for the Opening Year (2029) Build scenario with the Justice Center and Correctional Facility, and for the Full Build Out Year (2040) scenario to include all other development expected as part of the North Park PUD.

These volumes will be developed for the AM and PM peak hours at the four (4) study area intersections discussed above, as well as the Justice Center site access driveway.

Task 4: Build Conditions Analysis

This task will involve analyzing the study intersections with the forecasted traffic volumes developed in Task 3. Capacity analyses will be completed for the AM and PM peak hours at each of the study intersections for both the Opening Year (2029) Build scenario and Full Build Out Year (2040) scenario.

Based on the results of these analyses, DLZ will recommend road or traffic control improvements that are necessary to mitigate any impacts of the proposed development. This will involve turn lane warrants and bringing study area intersections to an acceptable Level of Service (LOS), or to the existing LOS if current operations are not found to be a minimum LOS D.

The intersection of Hunter Valley Road and Arlington will also be evaluated for a Traffic Signal need, under Build conditions. A detailed traffic signal warrant analyses is not included in this scope. DLZ shall make an opinion based on the anticipated future traffic volumes at this intersection.

Task 5: Draft Memorandum

A draft memorandum will be prepared to document the methods and results of Tasks 1-4. This memo will include a brief discussion of the findings of the analysis with diagrams and tables as needed to convey the information. The initial draft memo will be submitted for review by the County Only. INDOT coordination or reviews are not included in this scope of services.

Task 6: Final Memorandum

Once comments are received from the County, a final memorandum will be prepared and submitted for its use. One round of review and disposition of comments is included in this scope of work.

Task 7: Coordination

DLZ will coordinate with the County throughout the course of the project via email or phone. No in person meetings are expected to be needed and are not included in the proposed scope and fee. However, this scope includes up to three virtual meetings.

PROPOSED FEE

The following elements of the project will be completed for the following "Lump Sum" cost:

Task 1: Data Collection (3 Intersections)	\$ 5,000.00
Task 1.1: Data Collection at W. Arlington Road & N. Prow Road	\$1,500.00
Tasks 2-4: Traffic Analysis	\$ 13,800.00
Tasks 5-7: Coordination and Deliverables	\$ 7,900.00

Total\$ 28,200.00

Additional services beyond the basic services authorized by the County will require a modification to the base agreement. DLZ will invoice monthly, based on the percent complete as work progresses.

DLZ'S STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Monroe County Board of Commissioners Agenda Request Form

The Gauger				
Date to be heard 04/17/25	Form	nal 🖌 🛛 Work see	ssion 🗌 Depa	rtment County Council
Title to appear on Agenda:	nendment to 2020 Sop ommunity Service Gra	phia Travis	Vendor #	
	ounty Health Departme			
]	
executive Summary:				
On September 14, 2020, the M grant to be used for "disposal" Department was unable to use unds.	and to be used no lat	ter than the end of the	he calendar year o	f 2021. The Health
The Sophia Travis Community he Monroe County Council ar				
The attached amendment exte	ends the time for whicl	h the Health Depart	ment would have t	o use the grant funds to
December 31, 2025.				
und Name(s):	Fur	nd Number(s):		Amount(s)
Presenter: Molly Turner King				
Speaker(s) for Zoom	ourposes:			
lame(s)		Phone Number(s)	
the speaker phone numbers	will be removed from	the document prio	r to posting)	

Turner-King, Molly

AMENDMENT TO AGREEMENT FOR THE 2020 SOPHIA TRAVIS COMMUNITY SERVICES GRANT

This Amendment is entered into by the Monroe County Board of Commissioners ("County") and "Monroe County Health Department." ("Grantee"), effective as of the last date executed by both parties, as shown below.

On September 14, 2020, the County and the Grantee entered an Agreement ("Agreement") covering the Sophia Travis Community Services Grant ("Grant") awarded to Grantee by the Monroe County Council for **2020.** The total amount awarded through the Sophia Travis Community Service Grant to Grantee is \$3,490.00. The Agreement is attached herein as "Exhibit A." This Amendment hereby amends the agreement as follows:

- 1. Paragraph 2 "Purpose" in Agreement provides: "Grantee shall use the Grant for disposal."
- 2. Paragraph 3 "Completion" in Agreement provides: "<u>The Grant must be used by Grantee no later</u> <u>than the end of the calendar year 2021.</u> Grantee may seek, and the Monroe County Council may agree to, an extension of the time for use of the Grant."
- 3. Grantee was unable to use the full amount awarded by the Grant by the end of the calendar year in 2021.
- 4. The Grantee has requested an extension of time as provided for in Paragraph 3 to use the Grant.
- 5. The County and the Grantee hereby agree to extend the date of completion by which funds must be used no later than December 31, 2025.
- 6. Except as specifically changed or altered by this Amendment, the Agreement remains in full force and effect and without other revisions. This Amendment shall be attached to the Agreement and fully incorporated therein.

In Witness Whereof, County and Grantee have executed this Agreement as dated below.

County: Monroe County Board of Commissioners	Grantee: "Monroe County Health Department.	
By:	By:Authorized Representative	
Date:	Date:	
Attest:		
Brianne Gregory, Auditor Monroe County, Indiana	Date:, 2025.	



Monroe County Board of Commissioners Agenda Request Form

Date to be heard	Formal	Work session	Department
Title to appear on Agenda:		Vendor	#

Executive Summary:

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

TO: THE COMMISSIONERS OF MONROE COUNTY, INDIANA

CERTIFICATION

I, Jackie N. Jelen, hereby certify that during its meeting on March 18th, 2025, the Monroe County Plan Commission considered Petition No. REZ-25-1 for a Zoning Map Amendment (Ordinance No. 2025-11) to the Monroe County Zoning Ordinance and made a positive recommendation thereon, based on the findings, conditions, and Highway Department reports, with a vote of 6-2 and the following condition:

1.) Omit the property at 717 S Anna Lee LN - 725 S Anna Lee LN (parcel #: 53-08-06-100-034.000-008) from the rezone request due to its status as a preexisting multi-family development.

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

ine n. Dela Jackie N. Jelen

Planning Director

3-25-2025

Date

ORDINANCE NO. 2025-11

Sunset Hill Rezone

An ordinance to amend the Monroe County Zoning Maps which were adopted December 18, 2024.

Whereas, the Board of Commissioners of Monroe County, Indiana, passed a zoning ordinance and adopted zoning maps effective December 18, 2024, which ordinance and maps are incorporated herein; and,

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

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

SECTION I.

The Monroe County Zoning Ordinance is amended to rezone one hundred (100) parcels totaling 64.44 +/- acres in Section 6 of Perry Township from High Development Residential (HD) to Residential 1 (RES) with the following addresses: 828 S Cory LN, 725 S Cory LN, 2011 W Cory DR, 721 S Cory LN, 609 S Cory LN, 1808 W Piper LN, 1808 W Piper LN, 716 S Anna Lee LN, 621 S ANNA LEE LN, 627 S Anna Lee LN, 520 S Anna Lee LN, 1813 W Wylie ST, 1470 W Bloomfield RD, 604 S Cory LN, 604 S Cory LN, 804 S Anna Lee LN, 2031 W Cory DR, 2040 W Cory DR, 1916 W Piper LN, 1916 W Wylie ST, 729 S Cory LN, W Piper LN, 1924 W Piper LN, 315 S Cory LN, 1809 W Wylie ST, 2006 W Cory DR, 2015 W Cory DR, 2034 W Cory DR, 825 S Cory LN, 2039 W Cory DR, 816 S Anna Lee LN, 809 S Cory LN, 809 S Cory LN, 713 S Cory LN, 2043 W Cory DR, 2044 W Cory DR, 2035 W Cory DR, 613 S Cory LN, 2027 W Cory DR, 1913 W Piper LN, 504 S Cory LN, 717 S Cory LN, 2005 W Cory DR, 1812 W Wylie ST, 809 S Anna Lee LN, 715 S Anna Lee LN, 722 S Anna Lee LN, 720 S Anna Lee LN, 810 S Anna Lee LN, 604 S Anna Lee LN, 1915 W Wylie ST, 2026 W Cory DR, 505 S Cory LN, 1904 W Wylie ST, 1804 W Wylie ST, 717 S Anna Lee LN, 821 S Cory LN, 1816 W Wylie ST, 608 S Anna Lee LN, 2009 W Cory DR, 413 S Cory LN, 413 S Cory LN, 1910 W Piper LN, 616 S Cory LN, 512 S Anna Lee LN, 2023 W Cory DR, 1901 W Piper LN, 2022 W Cory DR, 620 S Anna Lee LN, 1902 W Wylie ST, 2019 W Cory DR, 2014 W Cory DR, 723 S Cory LN, 1908 W Wylie ST, 2000 W Cory DR, 1903 W Piper LN, 708 S Anna Lee LN, W Piper LN, 617 S Cory LN, 617 S Cory LN, 2010 W Cory DR, 1912 W Wylie ST, 1830 W Wylie ST, 820 S Anna Lee LN, 1480 W Bloomfield RD, 409 S Cory LN, 709 S Cory LN, 616 S Anna Lee LN, 620 S Cory LN, 612 S Anna Lee LN, 508 S Cory LN, 1805 W Wylie ST, 405 S Cory LN, 705 S Cory LN, 2030 W Cory DR, 2018 W Cory DR, 1908 W Piper LN, 1500 W Bloomfield RD, 1490 W Bloomfield RD (parcel #: 53-08-06-104-124.000-008; 53-08-06-100-067.000-008; 53-08-06 104-096.000-008; 53-08-06-106-003.000-008; 53-08-06-102-017.000-008; 53-08-06-102-023.000-008; 53-08-06-102-003.000-008; 53-08-06-105-004.000-008; 53-08-06-102-031.000-008; 53-08-06-100-011.000-008; 53-08-06-100-016.000-008; 53-08-06-100-072.000-008; 53-08-06-100-007.000-008; 53-08-06-104-050.000-008; 53-08-06-104-099.000-008; 53-08-06-102-010.000-008; 53-08-06-100-096.000-008; 53-08-06-100-059.000-008; 53-08-06-102-030.000-008; 53-08-06-100-005.000-008; 53-08-06-100-012.000-008; 53-08-06-104-093.000-008; 53-08-06-104-119.000-008; 53-08-06-104-054.000-008; 53-08-06-100-019.000-008; 53-08-06-104-123.000-008; 53-08-06-107-001.000-008; 53-08-06-100-063.000-008; 53-08-06-100-023.000-008; 53-08-06-104-056.000-008; 53-08-06-104-100.000-008; 53-08-06-104-052.000-008; 53-08-06-102-026.000-008; 53-08-06-104-049.000-008; 53-08-06-102-027.000-008; 53-08-06-100-043.000-008; 53-08-06-106-08-06-105-001.000-008; 53-08-06-102-009.000-008; 53-08-06-107-003.000-008; 53-08-06-102-018.000-008; 53-08-06-100-086.000-008; 53-08-06-104-098.000-008; 53-08-06-102-028.000-008; 53-08-06-100-061.000-008; 53-08-06-102-001.000-008; 53-08-06-100-034.000-008; 53-08-06-100-08-06-102-029.000-008; 53-08-06-102-022.000-008; 53-08-06-100-073.000-008; 53-08-06-102-021.000-008; 53-08-06-104-097.000-008; 53-08-06-102-007.000-008; 53-08-06-104-094.000-008; 53-08-06-102-004.000-008; 53-08-06-100-064.000-008; 53-08-06-104-058.000-008; 53-08-06-100-097.000-008; 53-08-06-104-122.000-008; 53-08-06-100-069.000-008; 53-08-06-104-057.000-008; 53-08-06-100-024.000-008; 53-08-06-100-066.000-008; 53-08-06-100-046.000-008; 53-08-06-100-040.000-008; 53-08-06-100-031.000-008; 53-08-06-102-032.000-008; 53-08-06-100-071.000-008; 53-08-00-071.0 08-06-102-005.000-008; 53-08-06-100-037.000-008; 53-08-06-100-010.000-008; 53-08-06-100-08-06-102-014.000-008; 53-08-06-100-003.000-008; 53-08-06-100-009.000-008; 53-08-06-104-092.000-999

SECTION II.

The Plan Commission voted 6-2 to forward this petition to the Monroe County Board of Commissioners with a "positive recommendation" and the following condition of approval:

1. Omit the property at 717 S Anna Lee LN - 725 S Anna Lee LN (parcel #: 53-08-06-100-034.000-008) from the rezone request due to its status as a preexisting multi-family development.

SECTION III.

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

Passed and adopted by the Board of Commissioners of Monroe County, Indiana, this ___th day of April 2025.

BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA

"Yes" Votes

Julie Thomas, President

Julie Thomas, President

"No" Votes

Lee Jones, Vice President

Lee Jones, Vice President

Jody Maderia, Commissioner

Jody Maderia, Member

Attest: Brianne Gregory, Monroe County Auditor



MONROE COUNTY PLAN COMMISSION

Public Meeting Date:

March 18, 2025

CASE NUMBER	PROPOSED NAME	DETAIL
REZ-25-1	Sunset Hill Rezone	One hundred (100) parcels to be rezoned from HD to RES

FIONERS	ADDRESSES		
Ionroe County Board of CommissionersSee Table 1 for full list of propertiespplicant)involved in the rezone request.			
	involved in the rezone request.		
-			
	53-08-06-100-067.000-008; 53-08-06 104-		
096.000-008; 53-08-06-106-003.000-008; 53-08-06-102-017.000-00			
08-06-102-023.000-008; 53-08-06-102-003.000-008; 53-08-06- 004.000-008; 53-08-06-102-031.000-008; 53-08-06-100-011.00			
007.000-008; 53-08-06-104	-050.000-008; 53-08-06-104-099.000-008; 53-		
08-06-102-010.000-008; 53-	-08-06-100-096.000-008; 53-08-06-100-		
059.000-008; 53-08-06-102	-030.000-008; 53-08-06-100-005.000-008; 53-		
08-06-100-012.000-008; 53-	-08-06-104-093.000-008; 53-08-06-104-		
119.000-008; 53-08-06-104	-054.000-008; 53-08-06-100-019.000-008; 53-		
08-06-104-123.000-008; 53-	-08-06-107-001.000-008; 53-08-06-100-		
063.000-008; 53-08-06-100	-023.000-008; 53-08-06-104-056.000-008; 53-		
08-06-104-100.000-008; 53-	-08-06-104-052.000-008; 53-08-06-102-		
026.000-008; 53-08-06-104	-049.000-008; 53-08-06-102-027.000-008; 53-		
08-06-100-043.000-008; 53-	-08-06-106-001.000-008; 53-08-06-104-		
051.000-008; 53-08-06-102	-008.000-008; 53-08-06-100-006.000-008; 53-		
08-06-105-001.000-008; 53-	-08-06-102-009.000-008; 53-08-06-107-		
003.000-008; 53-08-06-102	-018.000-008; 53-08-06-100-086.000-008; 53-		
08-06-104-098.000-008; 53-	-08-06-102-028.000-008; 53-08-06-100-		
061.000-008; 53-08-06-102	-001.000-008; 53-08-06-100-034.000-008; 53-		
08-06-100-015.000-008; 53	-08-06-102-002.000-008; 53-08-06-102-		
006.000-008; 53-08-06-104	-048.000-008; 53-08-06-102-029.000-008; 53-		
08-06-102-022.000-008; 53-	-08-06-100-073.000-008; 53-08-06-102-		
021.000-008; 53-08-06-104	-097.000-008; 53-08-06-102-007.000-008; 53-		
08-06-104-094.000-008; 53-	-08-06-102-004.000-008; 53-08-06-100-		
064.000-008; 53-08-06-104	-058.000-008; 53-08-06-100-097.000-008; 53-		
08-06-104-122.000-008; 53-	-08-06-100-069.000-008; 53-08-06-104-		
057.000-008; 53-08-06-100	-024.000-008; 53-08-06-100-066.000-008; 53-		
08-06-100-046.000-008; 53-	-08-06-100-040.000-008; 53-08-06-100-		
031.000-008; 53-08-06-102	-032.000-008; 53-08-06-100-071.000-008; 53-		
	-08-06-100-037.000-008; 53-08-06-100-		
010.000-008; 53-08-06-100-098.000-008; 53-08-06-10			
08-06-104-059.000-008; 53	-08-06-104-053.000-008; 53-08-06-102-		
	-003.000-008; 53-08-06-100-009.000-008;		
53-08-06-104-092.000-999			
	f Commissioners 53-08-06-104-124.000-008; 096.000-008; 53-08-06-106 08-06-102-023.000-008; 53 004.000-008; 53-08-06-102 08-06-100-016.000-008; 53 007.000-008; 53-08-06-104 08-06-102-010.000-008; 53 119.000-008; 53-08-06-104 08-06-104-123.000-008; 53 063.000-008; 53-08-06-104 08-06-104-100.000-008; 53 063.000-008; 53-08-06-104 08-06-104-100.000-008; 53 026.000-008; 53-08-06-104 08-06-100-043.000-008; 53 051.000-008; 53-08-06-102 08-06-105-001.000-008; 53 003.000-008; 53-08-06-102 08-06-104-098.000-008; 53 061.000-008; 53-08-06-102 08-06-104-098.000-008; 53 061.000-008; 53-08-06-104 08-06-102-022.000-008; 53 006.000-008; 53-08-06-104 08-06-102-022.000-008; 53 021.000-008; 53-08-06-104 08-06-104-094.000-008; 53 057.000-008; 53-08-06-104 08-06-104-122.000-008; 53 057.000-008; 53-08-06-100 08-06-104-094.000-008; 53 057.000-008; 53-08-06-100 08-06-104-094.000-008; 53 01.000-008; 53-08-06-100 08-06-102-005.000-008; 53 01.000-008; 53-08-06-100 08-06-102-005.000-008; 53 01.000-008; 53-08-06-100 08-06-102-005.000-008; 53 01.000-008; 53-08-06-102 08-06-102-005.000-008; 53 01.000-008; 53-08-06-100 08-06-102-005.000-008; 53 01.000-008; 53-08-06-100 08-06-102-005.000-008; 53 014.000-008; 53-08-06-100		

PLANNER	Drew Myers, Senior Planner		
REQUEST	Rezone from High Development Residential (HD) to Residential 1 (RES)		
	Waiver of Final Hearing Requested		
ACRES	64.44 +/- acres in TOTAL		
ZONES	High Development Residential (HD)		
TOWNSHIP	Perry		
SECTION	6		
PLATS	Sunset Hill Subdivision, Seminary Subdivision, Anna Lee Lane		
	Subdivision, Cory Lane Estates Subdivision		
COMP PLAN	MCUA Mixed Residential		
DESIGNATION			

EXHIBITS

- 1. Property Owner Notice Letter
- 2. Neighbor Notice Letter
- 3. Findings of Fact

RECOMMENDATION TO THE PLAN COMMISSION

Staff recommends forwarding a "**positive recommendation**" to the Monroe County Board of Commissioners on the petition's compatibility with the Monroe County Comprehensive Plan with the following consideration by the Plan Commission and County Commissioners:

To avoid creating nonconformities, consideration should be given to the zoning of the following pre-existing multi-family development: 717 S Anna Lee LN - 725 S Anna Lee LN (parcel #: 53-08-06-100-034.000-008). It would be the recommendation of the Planning Department to omit this parcel from the rezone if the goal is to reduce nonconformities.

MEETING SCHEDULE

Plan Commission Administrative Meeting – March 4, 2025 **Plan Commission Regular Meeting** (Preliminary Hearing) – March 18, 2025 **Plan Commission Administrative Meeting** (if not waived) – April 1, 2025 **Plan Commission Regular Meeting** (Final Hearing; if not waived) – April 15, 2025 **Board of Commissioners Meeting** – TBD

PLAN COMMISSIUON ADMINISTRATIVE – March 4, 2025

Petition was heard at the Plan Commission Admin meeting on March 4, 2025. Plan Commission members asked if any property owners affected by the rezone had contacted Planning Department staff. At the time of this report's publishing, Planning Staff had not received any letters of support or opposition to the rezone petition. A few calls were fielded the week after notice letters were mailed. In all cases, each caller was curious to know more about why the rezone was requested and what might be changing on their property (or their neighbor's property if not directly impacted by the rezone's scope). Plan Commission members asked questions about "pre-existing nonconforming" status with respect to the CDO and how the subject parcels would be impacted. Regarding pre-existing nonconforming uses, please refer Chapter 844 of the Monroe County Development Ordinance:

Chapter 844-1 (C) Types of Nonconformities. The following are the multiple types of

nonconforming situations:

(1) Nonconforming Use. Any use of land, building, or structure which use is not permitted in the zoning district in which the use is located.

(2) Nonconforming Structure. A structure or portion of a structure that was established in conformance with the setback, building height, building width, lot coverage standards, or other requirements or standards of this ordinance, but which subsequently, due to a change in the zone or to the requirements of this ordinance, is no longer in conformance with one or more of these standards.

(3) Nonconforming Lot. A lot that was established in conformance with the minimum lot size, width, and frontage requirements of this ordinance, but which subsequently, due to a change in the zone or the requirements of this ordinance, is no longer in conformance with one or more of these requirements.

Please further review Chapter 844-2 for nonconforming uses, Chapter 844-3 for nonconforming structures, and Chapter 844-4 for nonconforming lots under the <u>CDO</u> for any additional clarification needed on how the Ordinance regulates and defines pre-existing nonconforming uses.

Under the proposed RES zone, minimum lot size may be under 1.0 acre if all other design standards are met (e.g. lot width, setbacks, building height, impervious cover). A property is permitted to remain as pre-existing nonconforming in perpetuity until improvements are made to the property and/or structure(s), thereby triggering a permit process. At that time, a variance to a specific design standard that is out of conformity may be required prior to the issuance of a permit.

Please note, analyzing the full extent of creating nonconforming properties as a result of this rezone petition proves a challenging task. Parcel line data per Beacon GIS is not 100% accurate and cannot be relied upon to establish nonconformity of property or structures to specific design standards at this scale. Typically, it is up to the property owner to understand where their property lines are located. It should be noted that the change from HD to RES will increase the setback requirements (See Table 2-805 and Table 8-805 in this report).

SUMMARY

The Monroe County Board of Commissioners are requesting to rezone 100 parcels from High Development Residential (HD) to Residential 1 (RES). The rationale provided by the Commissioners relates to the selected area exhibiting an established neighborhood with the majority of homes utilizing septic systems, the presence of karst and sinkhole features in the area, and the recently approved historic preservation overlay that was granted to 25 parcels of the subject area.

The petition sites consist of one hundred (100) parcels totaling 64.44 +/- acres located in Section 6 of Perry Township at the addresses listed in Table 1. The petition sites are currently zoned High Development Residential (HR) per the County Development Ordinance (CDO).

The Monroe County Development Ordinance (CDO) and new Zoning Map were approved by the County Commissioners on December 18, 2024, under ordinance number 2024-61. As a part of the approval the Commissioners requested Planning staff to begin a rezone of the area shown below in the County jurisdiction to change from High Development Residential (HD) to Residential 1 (RES).

This area was part of the "former fringe" and was under the City's Planning and Zoning jurisdiction until an interlocal ended the agreement in ~2011. According to the interlocal, the County was to adopt the zoning in place for these areas as of 1997, when we adopted our prior ordinance with Chapter 833 to accommodate and match the fringe zoning districts at that time. The 1997 zoning districts was what was in place up until the CDO adopted a new map for this area, rezoning this area primarily High Development Residential. A list of the properties and their respective lot sizes can be found in Table 1.

Over time, this area has relied on different zoning designations, and there has been one multi-family development built out. The area below shows one existing multi-family use that if rezoned to single-family, would become legal pre-existing nonconforming (717 S Anna Lee LN - 725 S Anna Lee LN).



Map 1: 717-725 S Anna Lee LN; existing multi-family development.

LOCATION MAP

The parcels are located in Section 6 of Perry Township at the following addresses and parcel numbers. See Figure 1 and Table 1 below.

Map 2: Sunset Hill properties involved in rezone REZ-25-1 shown in yellow below.



Parcel Number (18-digits)	Owner Name	Property Street	Acreage
53-08-06-104-124.000-008	Andrade, Magda F; Chan, Joseph S	828 S Cory LN	0.45
53-08-06-100-067.000-008	Ayers, Roger L & Dorothy L Borders	725 S Cory LN	0.42
53-08-06-104-096.000-008	Beauchamp, Erica	2011 W Cory DR	0.18
53-08-06-106-003.000-008	Bellessis, Peter K & Jana	721 S Cory LN	0.36
	Bloomington Northside Wesleyan		0.64
53-08-06-102-017.000-008	Church	609 S Cory LN	
53-08-06-102-023.000-008	Brackney, Susan M	1808 W Piper LN	0.41
53-08-06-102-003.000-008	Brinegar, Deloris A	716 S Anna Lee LN	0.97
53-08-06-105-005.000-008	Brinegar, Deloris A	621 S ANNA LEE LN	0.51
53-08-06-105-004.000-008	Brinegar, Erika Leigh	627 S Anna Lee LN	0.32
53-08-06-102-031.000-008	Brinegar, James I. & Barbara L	520 S Anna Lee LN	0.43
53-08-06-100-011.000-008	Brookman, Katherine Helen	1813 W Wylie ST	0.39
		1470 W Bloomfield	0.58
53-08-06-100-016.000-008	Brown, Gregory D & Patricia Saga	RD	
53-08-06-100-072.000-008	Burket, Mark C & Deborah J	604 S Cory LN	2.42
53-08-06-100-007.000-008	Burnham, John Thomas	804 S Anna Lee LN	0.28
53-08-06-104-050.000-008	Chaney, Lorrie A	2031 W Cory DR	0.3
53-08-06-104-099.000-008	Collier, Ryan Oneal & Allison Marie	2040 W Cory DR	0.31
53-08-06-102-010.000-008	Combs, James A.	1916 W Piper LN	0.17
53-08-06-100-096.000-008	Cook, Andrew D & Daniela P	1916 W Wylie ST	0.32
	Cordoba, Reyes Rosales; Ramirez,		0.43
53-08-06-100-059.000-008	Virginia Hurtado	729 S Cory LN	
53-08-06-102-011.000-008	Davis, Jerry L	W Piper LN	0.08
53-08-06-102-030.000-008	Davis, Jerry Lee & Brenda	1924 W Piper LN	0.45
53-08-06-100-005.000-008	Deischer, William Patton	315 S Cory LN	0.5
53-08-06-100-012.000-008	Edge of Purpose LLC	1809 W Wylie ST	0.15
53-08-06-104-093.000-008	Elaine, Joy	2006 W Cory DR	0.52
53-08-06-104-119.000-008	Enyiaku, Jessica J	2015 W Cory DR	0.19
53-08-06-104-054.000-008	Erickson, John A	2034 W Cory DR	0.42
53-08-06-100-019.000-008	Ettinger, Miranda R	825 S Cory LN	0.5
53-08-06-104-123.000-008	Felling, Camilla E	2039 W Cory DR	0.23
53-08-06-107-001.000-008	Goehl, Spencer	816 S Anna Lee LN	0.84
53-08-06-100-063.000-008	Griffith, Lori Ellen	809 S Cory LN	1.54
	Haberman, David & Haberman-		0.92
53-08-06-100-023.000-008	Ducey, Meagan	713 S Cory LN	
	Hanna, Donald E Family Trust &		0.47
53-08-06-104-056.000-008	Hanna, Virginia Carol Rev Liv Trust	2043 W Cory DR	
53-08-06-104-100.000-008	Hanna, Mark D & Ruth E	2044 W Cory DR	0.52

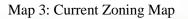
Table 1: List of residential properties the County Commissioners request to rezone from HD to RES.

53-08-06-104-052.000-008	Hardin, Travis Lee	2035 W Cory DR	0.2
	Hazel, Linda Supplemental Needs		0.32
53-08-06-102-026.000-008	Trust	613 S Cory LN	
53-08-06-104-049.000-008	House, Joel Dylin	2027 W Cory DR	0.31
53-08-06-102-027.000-008	Howard, Rhiannon E & Preston A	1913 W Piper LN	0.96
	Huntington Erica E; Huntington,		0.23
53-08-06-100-043.000-008	Daniel K	504 S Cory LN	
53-08-06-106-001.000-008	Kanyi, Hilary	717 S Cory LN	0.17
53-08-06-104-051.000-008	Kanyison LLC	2005 W Cory DR	0.39
	Kiktavy, Michael III & Robinson-		0.19
53-08-06-102-008.000-008	Kiktavy, Jacqueline	1812 W Wylie ST	
53-08-06-100-006.000-008	Knight, Larita F	809 S Anna Lee LN	0.17
	Ladd, Norman A, Pamela J & Ladd,		0.33
53-08-06-105-001.000-008	Simon N	715 S Anna Lee LN	
53-08-06-102-009.000-008	Leach, Steven F	722 S Anna Lee LN	0.7
53-08-06-102-016.000-008	Leach, Steven F	720 S Anna Lee LN	0.26
53-08-06-107-003.000-008	Ledington, Hiram Matthew	810 S Anna Lee LN	0.74
53-08-06-102-018.000-008	Leseure, James C	604 S Anna Lee LN	0.48
53-08-06-100-086.000-008	Lewis, Gerald	1915 W Wylie ST	0.34
53-08-06-104-098.000-008	May, Cahill L; Richardson, Heather N	2026 W Cory DR	0.2
53-08-06-102-028.000-008	May, Jessica Amber	505 S Cory LN	0.31
53-08-06-100-061.000-008	Meyerhoffer, Erik J	1904 W Wylie ST	0.22
53-08-06-102-001.000-008	Michael, Stephanie N	1804 W Wylie ST	0.31
53-08-06-100-034.000-008	Moffet Properties LLC	717 S Anna Lee LN	0.76
53-08-06-100-015.000-008	Moore, Christopher S; Black, Jody M	821 S Cory LN	0.5
53-08-06-102-002.000-008	Morning, Jordan T & Makayla L	1816 W Wylie ST	0.48
53-08-06-102-006.000-008	Nahas, Adam M & Nahas, Roberta C	608 S Anna Lee LN	0.48
53-08-06-104-048.000-008	Nelson, Japeth & Ashlee	2009 W Cory DR	0.16
53-08-06-102-029.000-008	Norton, Janell E	413 S Cory LN	0.84
53-08-06-102-022.000-008	Parks, Emily M	1910 W Piper LN	0.84
53-08-06-100-073.000-008	Patton, Michael D. Sr.	616 S Cory LN	0.46
53-08-06-102-021.000-008	Peay, Lisa A	512 S Anna Lee LN	0.48
53-08-06-104-097.000-008	Pennington, Stephen Lynn & Judith A	2023 W Cory DR	0.19
53-08-06-102-007.000-008	Pless, Beth E	1901 W Piper LN	0.48
53-08-06-104-094.000-008	Post, Paul R & Kristy W	2022 W Cory DR	0.19
	Prewitt, Dwight & Esther E Joint		0.53
53-08-06-102-004.000-008	Recovable Trust	620 S Anna Lee LN	
53-08-06-100-064.000-008	Rahn, Patsy B	1902 W Wylie ST	0.17
53-08-06-104-092.000-999	Resident	2019 W Cory DR	0.19
53-08-06-104-058.000-008	Reyes, Raymond & Rosanna Amantia	2014 W Cory DR	0.19

53-08-06-106-002.000-008	Rose, William S & Colleen M	723 S Cory LN	0.34
53-08-06-100-097.000-008	Rose, William S & Colleen M	1908 W Wylie ST	0.81
53-08-06-104-122.000-008	Ruiz, Leslie C & Francisco D Lemus	2000 W Cory DR	0.38
53-08-06-102-015.000-008	Ryan, Robert L. & Betty	1903 W Piper LN	0.48
53-08-06-102-019.000-008	Ryan, Robert L. & Betty L.	708 S Anna Lee LN	0.33
53-08-06-102-013.000-008	Ryan, Robert Lewis & Betty Lou	W Piper LN	0.96
53-08-06-100-069.000-008	Ryan, Robert Louis & Betty Lou	617 S Cory LN	3.53
	Saunders, Christopher; Wade,		0.2
53-08-06-104-057.000-008	Hannah	2010 W Cory DR	
53-08-06-100-024.000-008	Saunders, Mark Vincent	1912 W Wylie ST	0.25
53-08-06-100-066.000-008	Schweikhardt, Frank & Sarah	1830 W Wylie ST	0.28
53-08-06-100-002.000-008	Shine, Donald G & Virginia A	820 S Anna Lee LN	0.43
		1480 W Bloomfield	0.2
53-08-06-100-046.000-008	Shine, Donald G & Virginia A	RD	
53-08-06-100-040.000-008	Shuffitt, Arvine W & Patricia	409 S Cory LN	0.59
53-08-06-100-031.000-008	Sipes, Anthony D	709 S Cory LN	0.98
53-08-06-102-032.000-008	Small, Donald E & Anita D	616 S Anna Lee LN	0.29
	Sowder, Tony K; Sowder-Shelley,		<mark>8.5</mark>
53-08-06-100-071.000-008	Tena K; May, Tamara	620 S Cory LN	
53-08-06-102-005.000-008	Spicer Rentals LLC	612 S Anna Lee LN	0.24
53-08-06-100-037.000-008	Stewart, Mary	508 S Cory LN	1.5
53-08-06-100-010.000-008	Vance, Alanis K & Andrew J	1805 W Wylie ST	0.46
	Wagoner, Scott H & Hood-Wagoner,		0.5
53-08-06-100-098.000-008	Deana L	405 S Cory LN	
53-08-06-100-026.000-008	Walker, Nina Irene & David R	705 S Cory LN	0.5
53-08-06-104-059.000-008	Wallen, James; Defever, Elke	2030 W Cory DR	0.33
53-08-06-104-053.000-008	Warren, Sandra Lee	2018 W Cory DR	0.19
53-08-06-102-014.000-008	Weigold, Eric	1908 W Piper LN	0.84
	Young, David Eugene; Young, Brenda	1500 W Bloomfield	1.02
53-08-06-100-003.000-008	Florence	RD	
	Young, David Eugene; Young, Brenda	1490 W Bloomfield	0.36
53-08-06-100-001.000-008	Florence	RD	

ZONING

The petition sites are zoned High Development Residential (HD) per the County Development Ordinance (CDO) that was adopted on December 18, 2024. Twenty-five (25) parcels of the proposed rezone area are designated with the Historic Preservation Overlay, which was granted by the Board of Commissioners on December 18, 2024. The parcels zoned Limited Business (LB) are not included in this rezone request, neither is the property zoned PUD.



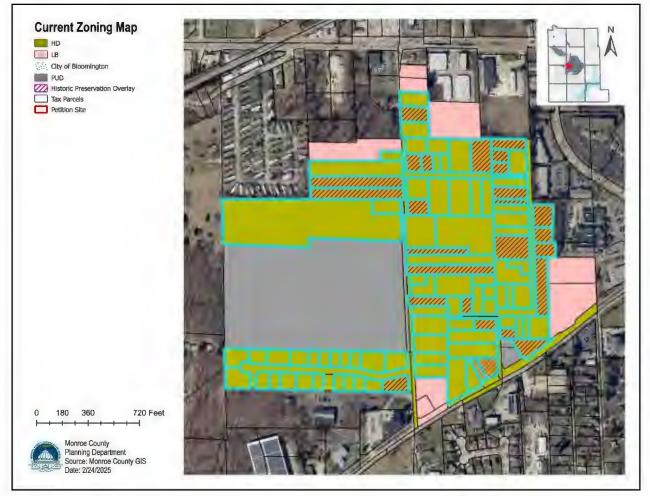


Table 1-805: RES District Purpose and Uses

District Character

The character of the Residential 1 "RES" Zoning District is defined as that which is primarily intended for existing, possibly nonconforming, recorded single-family dwelling residential subdivisions and Lots of record.

Purpose

The purposes of the RES Zoning District are to accommodate existing, substandard subdivision developments and Lots; to permit the build-out of single-family dwelling residential uses in those developments and Lots; to discourage the development of nonresidential uses; to protect environmentally sensitive areas- such as flood prone areas, wetlands, watersheds, karst features, drainage areas, and steep slopes - and to maintain the character of the surrounding neighborhood. Therefore, the number of uses permitted in the RES District is limited and many of the permitted and conditional uses have additional standards that apply to them to ensure their compatibility with residential uses.

Table 7-805: HD District Purpose and Uses

District Character

The character of the High Development Residential "HD" Zoning District is defined as that which is primarily intended for residential development in urban service areas, where public sewer service is available, and near amenities such as grocery stores, schools, recreation areas, etc.

Purpose

The purposes of the HD Zoning District are to encourage the development of smaller-sized residential Lots in areas where public services exist to service them efficiently; to discourage the development of nonresidential uses; to protect environmentally sensitive areas – such as flood prone areas, wetlands, watersheds, karst features, drainage areas, and steep slopes - and to maintain the character of the surrounding neighborhood. Therefore, the number of uses permitted in the HD District is limited and many of the permitted and conditional uses have additional standards that apply to them to ensure their compatibility with ensure compatibility with adjacent residential uses. The development of new residential activities proximate to known mineral resource deposits or extraction operations may be buffered by distance.

The RES zone contains 26 permitted uses and 10 conditional uses.

The HD zone contains 28 permitted uses and 7 conditional uses.

RESIDENTIAL 1 (RES) Land Uses:

Permitted Uses / Uses Permitted with Standards*:

- Artificial Pond or Lake*
- Agriculture, Traditional*
- Community or Institutional Garden*
- Logging or Forestry Operations*
- Roadside Stand, Temporary*
- Accessory Apartments*
- Accessory Dwelling Units, Attached & Detached*
- Accessory Livestock*
- Emergency Housing or Short-Term Shelter
- Home Occupation*
- Residential Facilities for Individuals with a Developmental Disability*
- Residential Facilities for Individuals with a Mental Illness*

Conditional Uses:

- Accessory Wind Turbine
- Home-Based Business
- Two-Family Dwelling
- Child Care Center
- Collection Container Facility
- Waste Water Treatment Facility
- Artisan Crafts, Food, and/or Beverage Production
- Café/Coffee Shop
- Adaptive Reuse
- Historic Adaptive Reuse

Residential Storage Structure*

- Single-Family Detached Dwelling
- Single-Family Paired Dwelling (2 units)*
- Cemetery and/or Mausoleum*
- Child Care Home*
- Minor Utility*
- Parks and Playgrounds
- Relocation of Pole Signs*
- School*
- Bed and Breakfast*
- Real Estate Sales/Model Home Office
- Religious Facilities
- Short-Term Rental Owner Occupied*
- Construction Trailer

HIGH DEVELOPMENT RESIDENTIAL (HD) Land Uses:

Permitted Uses / Uses Permitted with Standards*:

- Artificial Pond or Lake*
- Community Institutional Garden*
- Logging or Forestry Operations*
- Accessory Apartments*
- Accessory Livestock*
- Emergency Housing or Short-Term Shelter
- Home Occupation*
- Multi-Family Dwelling (3-4 units)*
- Multi-Family Dwelling (5+ units)*
- Residential Facilities for Individuals with a Developmental Disability*
- Residential Facilities for Individuals with a Mental Illness*
- Senior Housing*
- Single-Family Attached Dwelling (3-5 units)*

Conditional Uses:

- Accessory Wind Turbine
- Home-Based Business
- Wastewater Treatment Facility
- Firearm Sales
- Retail Sales, Small Scale
- Adaptive Reuse
- Historic Adaptive Reuse

- Single-Family Detached Dwelling
- Single-Family Paired Dwelling (2 units)*
- Two-Family Dwelling*
- Cemetery and/or Mausoleum*
- Child Care Center*
- Child Care Home*
- Minor Utility*
- Parks and Playgrounds
- Relocation of Pole Signs*
- School*
- Bed and Breakfast*
- Real Estate Sales/Model Home Office
- Religious Facilities
- Short-Term Rental Owner Occupied*
- Construction Trailer

Design standards		Minimum Setbacks Measured from the edge of the Right-of-Way		
Minimum Lot Width at Building	75 feet	Front Yard - Local	25 feet ^{3,5,7}	
Minimum Lot Size	1 acre ^{1,11}	Front Yard – Minor/Major Collector	35 feet ^{3,5,7}	
Maximum Height (Primary Structure)	35 feet	Front Yard - Minor/Major Arterial	50 feet ^{3,5,7}	
Maximum Height (Accessory Structure)	20 feet ⁶	Front Yard - Interstate	75 feet ^{3,5,7}	
Maximum Impervious Cover	50% of Lot Size or 7,000 sq ft, whichever is less	Front Yard - Water Body Lake Monroe	200 feet from normal poor elevation ¹⁰	
Maximum Impervious Cover for Development within a Critical Watershed	10% of Lot Size or 4,500 sq ft, whichever is less ²	Front Yard – Water Body Lake Lemon	50 feet from normal pool elevation ¹⁰	
		Setback - Riparian Area	50 feet from Centerline on either side ⁴	
Subdivision Standards		Minimum Setbacks from	Property Line	
Minimum Buildable Area for Lots not on Sewer	1 acre ^{1,8,9,13}	Side Yard	10 feet ^{6,7,12}	
Minimum Buildable Area for Lots on Sewer	7,000 sq ft ^{1,8,9,1}	Rear Yard	20 feet ⁷	
 If the lot is in the ECO Area, 1-ac Excluding agricultural buildings. Front yard setback applies to any road. If there is no direct frontage, See ECO Chapter for more restric Not applicable for properties abuil 6. Additional regulations for accesss For lots within a platted subdivisi (either the platted setbacks or the z In the ECO1 Area, the minimum 	yard fronting on any street. From the setback is 25 feet from the pr tive setback standards as applica thing or adjoining overpasses. my structures are in <u>Section 81</u> on, or where right-of-way is dedic oning setbacks). In size must be 5 acres.	nt yard setback is measured from to operty line. ble. 1-2(B). cated/has been granted, the more	restrictive setback shall apply	
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Design standards		Minimum Setbacks Measured from the edge of the Right-of-Way	
Minimum Lot Width at Building Line	50 feet ¹³	Front Yard – Local	25 feet ^{2,6}
Minimum Lot Size	0.14 acre	Front Yard – Minor/Major Collector	35 feet ^{2,6}
Maximum Height (Primary Structure)	35 feet	Front Yard - Minor/Major Arterial	50 feet ^{2,6}
Maximum Height (Accessory Structure)	20 feet ¹	Front Yard - Interstate	75 feet ^{2,6}
Maximum Impervious Cover	60% of Lot Size	Front Yard - Water Body Lake Monroe	200 feet from normal pool elevation ¹⁰
Maximum Impervious Cover for Development within a Critical Watershed	50% of Lot Size	Front Yard - Water Body Lake Lemon	50 feet from normal pool elevation ¹⁰
		Setback - Riparian Area	50 feet from Centerline on either side ⁴
Subdivision Standards		Minimum Setbacks from I	Property Line
Minimum Buildable Area for Lots not on Sewer	1 acre ^{1,14}	Side Yard	5 feet ^{3,6,7,12}
Minimum Buildable Area for Lots on Sewer	5,000 sq ft ^{1,14}	Side Yard for Each Additional Story on the applicable Side Yards(s)	Add 5 feet for each additional story ^{7,12}
		Rear Yard	10 feet ^{6,7}

1. If the lot is in the ECO Area, 1-acre contiguous minimum buildable area is required.

2. Excluding agricultural buildings.

3. Front yard setback applies to any yard fronting on any street. Front yard setback is measured from the right-of-way line of a public road. If there is no direct frontage, the setback is 25 feet from the property line.

4. See ECO Chapter for more restrictive setback standards as applicable.

5. Not applicable for properties abutting or adjoining overpasses.

6. Additional regulations for accessory structures are in Section 811-2(B).

7. For lots within a platted subdivision, or where right-of-way is dedicated/has been granted, the more restrictive setback shall apply (either the platted setbacks or the zoning setbacks).

8. In the ECO1 Area, the minimum lot size must be 5 acres.

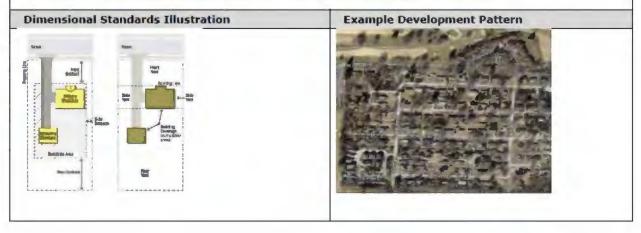
9. If the property only has access to a septic system, the minimum lot size to subdivide property is at least 10 acres by survey. See <u>Chapter 831</u>.

10. In no case shall the Lake Front Yard Setback be less than 25 feet from property line.

11. Additional dwelling unit square footage is required for multi-family developments. See Land Use Table use-specific standards.

- 12. Zero-foot side setback on one lot line is permitted if designated on a subdivision plat.
- 13 Twenty-foot lot width at building line is permitted for Single-Family Attached uses if designated on a subdivision plat.

14. See exception under <u>Chapter 832-7(A)2</u> for lots created for conservation or agricultural purposes.



SITE CONDITIONS & INFRASTRUCTURE

The petition sites consist of a total of 64.44 +/- acres across 100 parcels. Access to the sites is via S Cory Lane, W Piper Lane, S Anna Lee Lane, W Wylie Street, W Cory Drive, or W Bloomfield Road. None of the petition sites are located in the Environmental Constraints Overlay. There is no floodplain designated on the petition sites. There is evidence of several karst/sinkhole features across the petition sites.

Map 4: Site Conditions Map



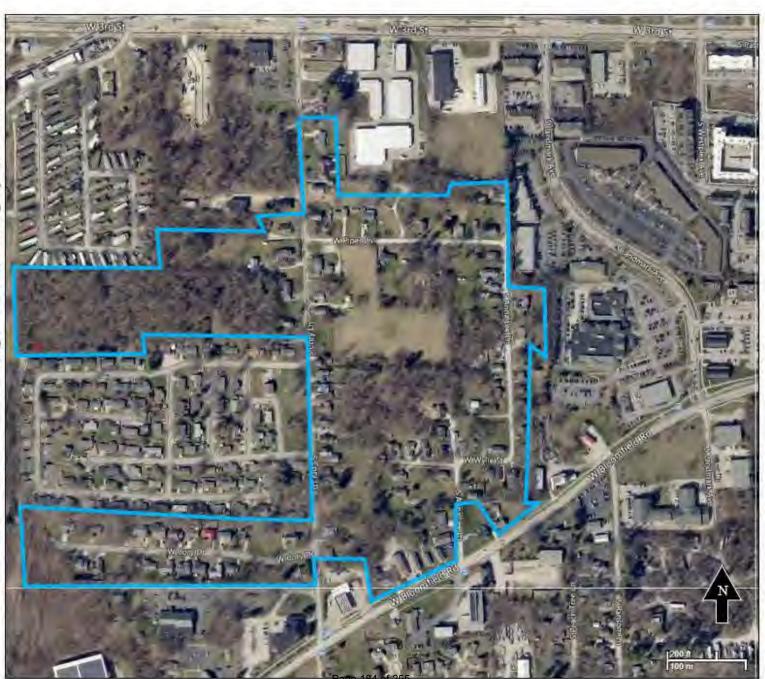
Highway Comments:

No comments at this time.

Stormwater Comments:

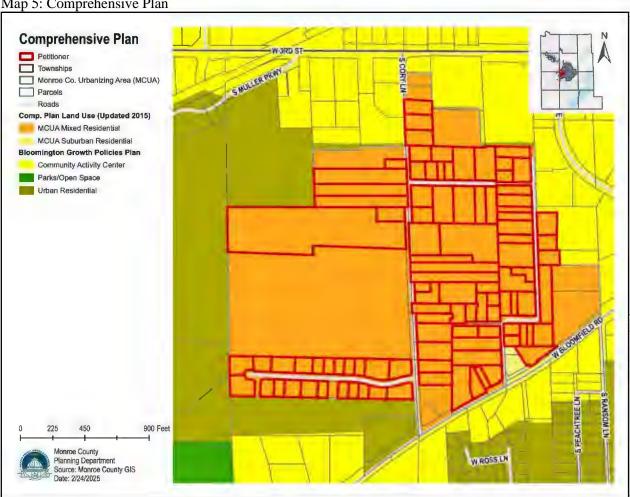
No comments at this time.

Image 1: Aerial Imagery of Petition Sites



COMPREHENSIVE PLAN DISCUSSION

The petition site is located in the MCUA Mixed Residential area of the Monroe County Urbanizing Area Plan.



Map 5: Comprehensive Plan

COMPREHENSIVE PLAN - PHASE 1

Mixed residential neighborhoods accommodate a wide array of both single-family and attached housing types, integrated into a cohesive neighborhood. They may also include neighborhood commercial uses as a local amenity.

These neighborhoods are intended to serve growing market demand for new housing choices among the full spectrum of demographic groups. Residential buildings should be compatible in height and overall scale, but with varied architectural character. These neighborhoods are often located immediately adjacent to Mixed-Use Districts, providing a residential base to support nearby commercial activity within a walkable or transit-accessible distance.

A. Transportation

Streets: Streets in Mixed Residential Neighborhoods should be designed at a pedestrian scale. Like Mixed-Use Districts, the street system should be interconnected to form a block pattern, although it is not necessary to be an exact grid. An emphasis on multiple interconnected streets which also includes alley access for services and parking, will minimize the need for collector streets, which are common in more conventional Suburban Residential neighborhoods. Cul-de-sacs and dead-ends are not appropriate for this development type. Unlike typical Suburban Residential subdivisions, Mixed Residential development is intended to be designed as walkable neighborhoods. Most residents will likely own cars, but neighborhood design should de-emphasis the automobile.

Bike, Pedestrian, and Transit Modes: Streets should have sidewalks on both sides, with tree lawns of sufficient width to support large shade trees. Arterial streets leading to or through these neighborhoods may be lined with multi-use paths. Neighborhood streets should be designed in a manner that allows for safe and comfortable bicycle travel without the need for separate on-street bicycle facilities such as bike lanes. As with Mixed-Use Districts, primary streets in Mixed Residential neighborhoods should be designed to accommodate transit.

B. Utilities

Sewer and Water: The majority of Mixed Residential areas designated in the Land Use Plan are located within existing sewer service areas. Preliminary analysis indicates that most of these areas have sufficient capacity for additional development. Detailed capacity analyses will be necessary with individual development proposals to ensure existing infrastructure can accommodate new residential units and that agreements for extension for residential growth are in place.

Power: Overhead utility lines should be buried to eliminate visual clutter of public streetscapes and to minimize system disturbance from major storm events.

Communications: Communications needs will vary within Mixed Residential neighborhoods, but upgrades to infrastructure should be considered for future development sites. Creating a standard for development of communications corridors should be considered to maintain uniform and adequate capacity.

C. Open Space

Park Types: Pocket parks, greens, squares, commons, neighborhood parks and greenways are all appropriate for Mixed Residential neighborhoods. Parks should be provided within a walkable distance (one-eighth to one-quarter mile) of all residential units, and should serve as an organizing element around which the neighborhood is designed.

Urban Agriculture: Community gardens should be encouraged within Mixed Residential Neighborhoods. These may be designed as significant focal points and gathering spaces within larger neighborhood parks, or as dedicated plots of land solely used for community food production.

D. Public Realm Enhancements

Lighting: Lighting needs will vary by street type and width but safety, visibility and security are important. Lighting for neighborhood streets should be of a pedestrian scale (16 to 18 feet in height).

Street/site furnishings: Public benches and seating areas are most appropriately located within neighborhood parks and open spaces, but may be also be located along sidewalks. Bicycle parking racks may be provided within the tree lawn/ landscape zone at periodic intervals.

E. Development Guidelines

Open Space: Approximately 200 square feet of publicly accessible open space per dwelling unit. Emphasis should be placed on creating well-designed and appropriately proportioned open spaces that encourage regular use and activity by area residents.

Parking Ratios: Single-family lots will typically provide 1 to 2 spaces in a garage and/or driveway. Parking for multi-family buildings should be provided generally at 1 to 1.75 spaces per unit, depending on unit type/number of beds. On-street parking should be permitted to contribute to required parking minimums as a means to reduce surface parking and calm traffic on residential streets.

Site Design: Front setbacks should range from 10 to 20 feet, with porches, lawns or landscape gardens between the sidewalk and building face. Buildings should frame the street, with modest side setbacks (5 to 8 feet), creating a relatively continuous building edge. Garages and parking areas should be located to the rear of buildings, accessed from a rear lane or alley. If garages are frontloaded, they should be set back from the building face. Neighborhoods should be designed with compatible mixtures of buildings and unit types, rather than individual subareas catering to individual market segments.

Building Form: Neighborhoods should be designed with architectural diversity in terms of building scale, form, and style. Particular architectural themes or vernaculars may be appropriate, but themes should not be overly emphasized to the point of creating monotonous or contrived streetscapes. Well-designed neighborhoods should feel as though they have evolved organically over time.

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: Mixed Residential neighborhoods should not feel like a typical tract subdivision. It may be appropriate for neighborhoods to include gateway features and signs, but these should be used sparingly and in strategic locations, rather than for individually platted subareas.

LAND USE PLAN & POLICIES

The Land Use Plan is to be used when making public and private decisions about development, redevelopment, and related infrastructure investments. The Land Use Plan provides a framework to create a more organized pattern of development within the Urbanizing Area. Based on the preferred development scenario the Land Use Plan is illustrated and provides descriptions of each land use category, with specific policies related to transportation, infrastructure, open space, and development standards.

MIXED-USE

Mixed use Districts are the densest, most pedestrian oriented development types in the Urbanizing Area.

MIXED-RESIDENTIAL Mixed residential neighborhoods accommodate a wide array of both single-family and attached housing types, integrated into a cohesive neighborhood. They may also include neighborhood commercial uses as a local amenity.

SUBURBAN RESIDENTIAL

Suburban residential includes existing low-density single-family subdivisions and isolated multi-family apartment complexes.]

CONSERVATION RESIDENTIAL

Conservation communities are master planned developments designed to preserve significant amounts of open space as a community amenity.

EMPLOYMENT

Employment-oriented uses include light industrial, manufacturing and assembly, research and development facilities, flex/office space, construction trades, warehousing and other types of commercial HISPS.

INSTITUTIONAL

Civic and institutional uses include educational and religious facilities and other types of public and private facilities intended for public assembly and gathering.

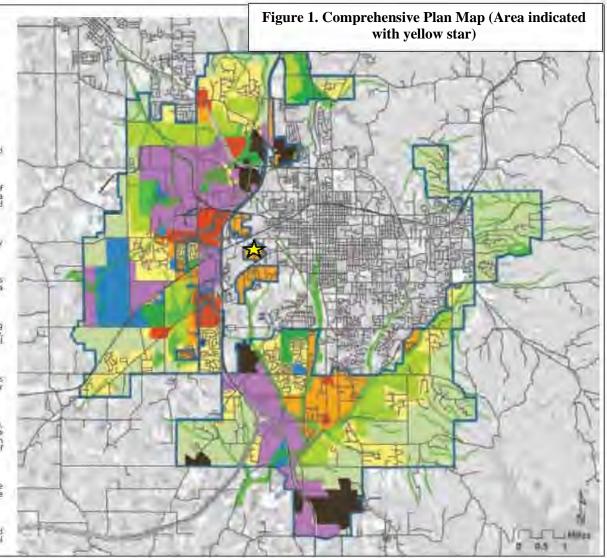
QUARRY LANDSCAPES Quarry landscapes are found throughout the Urbanizing Area, primarily in the south and west portions of the area. These include both actively mined and abandoned quarries, a number of which are either listed or eligible for inclusion on the National Register of Historic Places Landscape District Registry.

RURAL TRANSITION

Portions of the Urbanizing Area, primarily to the east and south, are not suitable for intensive development due to access, infrastructure and environmental constraints.

PARKS AND OPEN SPACE

Protected open space includes public parks and privately-owned lands dedicated for active or passive recreation or environmental preservation.



COMPREHENSIVE PLAN - PHASE 2

N1 URBAN INFILL NEIGHBORHOOD

This district includes the areas known as Former Areas Intended for Annexation (AIFA) and Former Fringe of the City of Bloomington that are largely developed. This district is intended to promote compact mixed residential infill development, as described in the Mixed Residential land use type designated in the Urbanizing Area Plan. Commercial mixed-use development may be appropriate along primary streets at the edges of these neighborhoods. New development should be compatible with surrounding development within the City of Bloomington.

Phase II also incorporates expected **building types** for each district. Listed below are the expected building types of Urban Infill Neighborhood. These building types include:

Single Family - Small Lot (Rear-Loaded): A small detached structure with small side and street yards and garage access from a rear alley.

Single Family - Small Lot (Front-Loaded): A small detached structure with small side and street yards. Garage access is from the street, but garages are clearly subordinate to the primary structure.

Single Family – Contemporary: A house structure that is two-story or split-level. Garages are typically front loaded but can be side-loaded in some instances. Garages should be set back from the front facade.

Single Family - Mid-Century: Moderate sized, ranch style home with single or two car garages attached.

Attached Townhome: A structure with common walls on either side with no units above or below it. Garage access is typically from a rear alley or shared parking area.

Two-Family Home (Duplex): A detached structure with two units that is massed as a single structure. Yards can range from small to large and units are typically side-by-side but maybe stacked.

Multi-Family: A structure designed to accommodate multiple units above or beside each other. Typically contains more than 3 units.

Commercial: An individual building designed to accommodate a single commercial tenant. Parking is located to the side or rear.

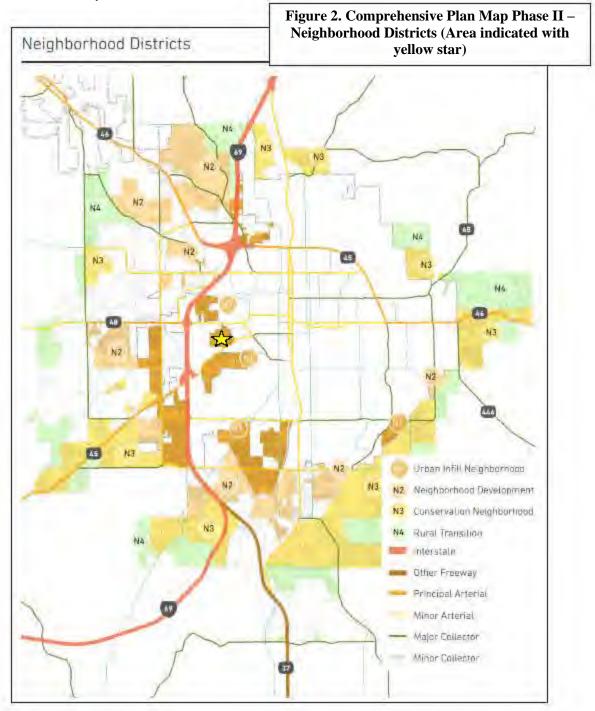
Neighborhood Mixed-Use: A medium scale structure designed to accommodate a mix of uses. Can also be used for live-work scenarios. Building lengths are short and typically do not extend an entire block.

Mixed-Use: A larger scale structure designed to accommodate a vertical mix of uses. Buildings share common walls and may create an entire block. Floor to ceiling heights are taller.

Office Building: This building type may take a variety of sizes and configurations and be designed to accommodate either individual or multiple tenants, typically intended for professional office users.

Civic/Institutional Building: This building type may take a variety of sizes and configurations. Typically designed for a single user, such as a school, religious facility, or government office. May include a vehicular drop-off, oriented to the side or rear.

Re-Use/Retrofit: This building type is intended to promote the re-use and rehabilitation of existing developed sites. Strategic upgrades to building facades, parking lots and landscape areas are encouraged to promote community aesthetics.



January 31, 2025

To: «Owner_Name»

«Owner_Street» «Owner_City_St_Zip»

This is to advise you that the Monroe County Commissioners are requesting to rezone your property from High Development Residential (HD) to Residential 1 (RES). The residential properties subject to the rezone request are collectively known as "Sunset Hill" and are depicted in Exhibit A, along with Exhibit B, which lists all affected properties by parcel number, owner, and property address. The properties subject to this rezone request are located in Perry Township, Section 6, along S Cory LN, W Cory DR, W Piper LN, S Anna Lee LN, and W Wylie ST.

This petition has been scheduled for two public hearings to be held as a Preliminary Hearing and a Final Hearing. The property owners involved may attend the public hearings that are held before a final decision is made. In accordance with the Rules of Procedure, as waiver of the Final Hearing has been requested. The Plan Commission may grant the waiver during the Preliminary Hearing.

The Preliminary Hearing, which is conducted as a public hearing, is held at the Monroe County Plan Commission Meeting on <u>March 18, 2025</u>. This meeting begins at 5:30 p.m. in the Judge Nat U. Hill III at 100 W. Kirkwood Avenue in Bloomington, Indiana 47404 and via video conference (https://www.co.monroe.in.us/). Comments from the public will be heard at this time and the petition may be continued as necessary.

Unless the Final Hearing waiver request is granted by the Plan Commission at the Preliminary Hearing, or the petition is forwarded to a different hearing date, the Final Hearing of the Monroe County Plan Commission will be on April 15, 2025. This meeting begins at 5:30 p.m. in Judge Nat U. Hill III at 100 W. Kirkwood Avenue in Bloomington, Indiana 47404 and via video conference (https://www.co.monroe.in.us/). Comments from the public will be heard at this time and the petition may be continued as necessary.

After the Plan Commission has heard the petition and made its recommendation, the petition is forwarded to the County Commissioners, who will hear public comment within 90 days of the Plan Commission's recommendation. The date of the County Commissioners meeting will be announced at a later date.

All information concerning the above request is on public display in the Monroe County Planning Department, 501 N. Morton Street, Suite 224, (812) 349 2560. When seeking information from the Planning Department, please reference petition number REZ-25-1.

If your property is being sold on contract, please notify your contract buyer of this petition.

Sincerely,

Drew Myers, AICP Senior Planner Monroe County Planning Department

Background for Commissioners Request

The Monroe County Development Ordinance (CDO) and new Zoning Map were approved by the County Commissioners on December 18, 2024, under ordinance number 2024-61. As a part of the approval the Commissioners requested Planning staff to begin a rezone of the area shown below in the County jurisdiction to change from HD to RES. More information about the CDO adoption and view the ordinance please visit <u>https://monroecdo.com/</u>

Note: The RES uses and design standards can be found on pages numbered 17 & 18. The HD uses and design standards can be found on pages numbered 23 & 24 of the CDO.





Parcel Number (18-digits)	Owner Name	Property Street
53-08-06-104-124.000-008	Andrade, Magda F; Chan, Joseph S	828 S Cory LN
53-08-06-100-067.000-008	Ayers, Roger L & Dorothy L Borders	725 S Cory LN
53-08-06-104-096.000-008	Beauchamp, Erica	2011 W Cory DR
53-08-06-106-003.000-008	Bellessis, Peter K & Jana	721 S Cory LN
53-08-06-102-017.000-008	Bloomington Northside Wesleyan Church	609 S Cory LN
53-08-06-102-023.000-008	Brackney, Susan M	1808 W Piper LN
53-08-06-102-023.000-008	Brackney, Susan M	1808 W Piper LN
53-08-06-102-003.000-008	Brinegar, Deloris A	716 S Anna Lee LN
53-08-06-105-005.000-008	Brinegar, Deloris A	621 S ANNA LEE LN
53-08-06-105-004.000-008	Brinegar, Erika Leigh	627 S Anna Lee LN
53-08-06-102-031.000-008	Brinegar, James I. & Barbara L	520 S Anna Lee LN
53-08-06-100-011.000-008	Brookman, Katherine Helen	1813 W Wylie ST
53-08-06-100-016.000-008	Brown, Gregory D & Patricia Saga	1470 W Bloomfield RD
53-08-06-100-072.000-008	Burket, Mark C & Deborah J	604 S Cory LN
53-08-06-100-072.000-008	Burket, Mark C & Deborah J	604 S Cory LN
53-08-06-100-007.000-008	Burnham, John Thomas	804 S Anna Lee LN
53-08-06-104-050.000-008	Chaney, Lorrie A	2031 W Cory DR
53-08-06-104-099.000-008	Collier, Ryan Oneal & Allison Marie	2040 W Cory DR
53-08-06-102-010.000-008	Combs, James A.	1916 W Piper LN
53-08-06-100-096.000-008	Cook, Andrew D & Daniela P	1916 W Wylie ST
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53-08-06-102-030.000-008	Davis, Jerry Lee & Brenda	1924 W Piper LN
53-08-06-100-005.000-008	Deischer, William Patton	315 S Cory LN
53-08-06-100-012.000-008	Edge of Purpose LLC	1809 W Wylie ST
53-08-06-104-093.000-008	Elaine, Joy	2006 W Cory DR
53-08-06-104-119.000-008	Enyiaku, Jessica J	2015 W Cory DR
53-08-06-104-054.000-008	Erickson, John A	2034 W Cory DR
53-08-06-100-019.000-008	Ettinger, Miranda R	825 S Cory LN
53-08-06-104-123.000-008	Felling, Camilla E	2039 W Cory DR
53-08-06-107-001.000-008	Goehl, Spencer	816 S Anna Lee LN
53-08-06-100-063.000-008	Griffith, Lori Ellen	809 S Cory LN
53-08-06-100-063.000-008	Griffith, Lori Ellen	809 S Cory LN
53-08-06-100-023.000-008	Haberman, David & Haberman-Ducey, Meagan	713 S Cory LN
53-08-06-104-056.000-008	Hanna, Donald E Family Trust & Hanna, Virginia Carol Rev Liv Trust	2043 W Cory DR

53-08-06-104-100.000-008	Hanna, Mark D & Ruth E	2044 W Cory DR
53-08-06-104-052.000-008	Hardin, Travis Lee	2035 W Cory DR
53-08-06-102-026.000-008	Hazel, Linda Supplemental Needs Trust	613 S Cory LN
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53-08-06-105-001.000-008	Ladd, Norman A, Pamela J & Ladd, Simon N	715 S Anna Lee LN
53-08-06-102-009.000-008	Leach, Steven F	722 S Anna Lee LN
53-08-06-102-016.000-008	Leach, Steven F	720 S Anna Lee LN
53-08-06-107-003.000-008	Ledington, Hiram Matthew	810 S Anna Lee LN
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53-08-06-100-001.000-008	Young, David Eugene; Young, Brenda Florence	1490 W Bloomfield RD

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	1	1
53-08-06-102-019.000-008	Ryan, Robert L. & Betty L.	708 S Anna Lee LN
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53-08-06-100-001.000-008	Young, David Eugene; Young, Brenda Florence	1490 W Bloomfield RD

EXHBIT 3: FINDINGS OF FACT - REZONE

According to Section 831-3. Standards for Amendments of the Zoning Ordinance: In preparing and considering proposals to amend the text or maps of this Zoning Ordinance, the Plan Commission and the Board of County Commissioners shall pay reasonable regard to:

(A) The Comprehensive Plan;

Findings:

- The Monroe County Comprehensive Plan designates the properties as MCUA Mixed Residential as part of Phase I;
- The Monroe County Comprehensive Plan designates the properties as MCUA Urban Infill Neighborhood (N1) as part of Phase II;
- The rezone request is to change the zoning from High Development Residential (HD) to Residential 1 (RES);
- The rezone would change the current zoning and land use of the property;
- There are twenty-five (25) parcels in within the proposed rezone area that were recently granted the Historic Preservation (HP) Overlay by the Board of Commissioners on December 18, 2024;
- The Historic Preservation Overlay affects the preservation of the current structures, not the preservation of the current zoning or land use of the property;
- The Historic Preservation Overlay designation will not alter the character of the property;
- The Comprehensive Plan includes a strategy to protect existing historically important sites in the County;

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

Findings:

- The petition sites are currently zoned High Density Residential (HD);
- Of the one hundred (100) petition sites, one (1) site contains a multi-family dwelling use (i.e. multiple single-family residences) according to property record information;
- The site is adjacent to residential and commercial uses;

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

Findings:

- See Findings under Section A and Section B;
- Land uses in the surrounding area are predominately commercial and residential;

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

Findings:

- Values may vary significantly, dependent upon future planning and zoning in the area;
- Property value tends to be subjective;
- The effect of the approval of the rezone on property values is difficult to determine;

(E) Responsible development and growth.

Findings:

- See Findings under Section A, Section B, and Section C;
- Access to the sites will continue to be derived from either S Cory Lane, W Piper Lane, S Anna Lee Lane, W Wylie Street, or W Bloomfield Road E State Road 46;
- The site does not contain DNR Floodplain;
- The entirety of the petition sites are located within the Clear Creek Critical Watershed.
- There are some apparent karst features across the petition sites;
- The Historic Preservation Overlay affects the preservation of the current structures, not the preservation of the current zoning or land use of the property.



Better business. Better community.

Memo: Monroe County Plan Commission Rezoning Proposals – March 18, 2025

To: Chamber Advocacy Council From: Christopher Emge Date: March 14, 2025 Subject: Overview of Rezoning Proposals

Key Points:

- Rezoning Proposals:
 - 1. REZ-25-1: Sunset Hill Rezone
 - Location: Perry Township, 100 parcels (64.44 acres) along Cory Lane, Wylie Street, and Bloomfield Road.
 - Current Zoning: High-Density Residential (HD)
 - Proposed Zoning: Residential (RES)
 - Impact: This shift to lower-density residential reduces housing options in an area that would benefit from higher-density development.
 - 2. REZ-25-2 & REZ-25-3: Maple Grove Baby Farms Rezone
 - Location: Bloomington Township, 135 parcels along Johnson Avenue and Evergreen Drive.
 - Current Zoning: High Density Residential (HD)
 - Proposed Zoning: Residential (RES)
 - **Impact:** Reduces the potential for more compact housing development that could accommodate a growing population in the area.

Chamber's Stance on Pro-Density Growth:

Chamber's Position on Downzoning and Growth

• Commitment to Responsible Growth

- Focus on sustainable, pro-growth policies that foster economic vitality, expand housing opportunities, and meet long-term community needs.
- Concern over proposed **downzoning** in annexation areas 3 and 4, shifting from high-density to lower-density zoning.
- Risk: Limits affordable, diverse housing options in areas primed for growth.
- Support for Higher-Density Housing
 - Rising demand for housing requires higher-density zoning to meet needs for working families, retirees, and affordable housing.
 - Lower-density zoning reduces flexibility, limits multifamily and mixed-use projects.



• Chamber believes Monroe County **must increase housing density** in the urban fringe to address affordability challenges.

• Urban Growth Area Needs

- Affected properties are within the **Urban Fringe**, intended for development and services (transit, sewer).
- Downzoning contradicts urban growth goals, contributing to **urban sprawl** and limiting sustainable development.
- Restricting development in these areas risks ineffective population management.

• Economic Implications

- Population growth leads to increased tax revenue, crucial for fiscal stability, especially after \$3.8 million in lost revenue and impeding state legislation in SB1
- Maintaining development opportunities in annexed areas will support revenue growth and infrastructure funding.
- Encourages economic growth by attracting businesses and boosting local investments.

LETTER OF SUPPORT

From:	lisa fitzgearld	
То:	Planning Office	
Cc:	dmyers@co.monrie.in.us	
Subject:	Resident on Kimble Dr	
Date:	Monday, March 17, 2025 3:49:27 PM	

[Some people who received this message don't often get email from lfitzgearld59@gmail.com. Learn why this is important at <u>https://aka.ms/LearnAboutSenderIdentification</u>]

Sent from my iPhone

Hi there

I currently live on Kimble Dr which is an area we would like to see as single residence only! I was surprised to learn our neighborhood is designated high density. We actually remonstrated against annexation as we want to keep our area quiet! Please let's not do the high density plan!

Thank you!

Lisa F

LETTER OF SUPPORT

From:Roger StewartTo:Planning OfficeSubject:DownzoneDate:Tuesday, March 18, 2025 3:56:53 PM

[Some people who received this message don't often get email from s.wm@sbcglobal.net. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

I was shocked to see my former neighborhood was designated high density. Many people in that neighborhood successfully remonstrated against annexation because they did not want high density there. They have septic systems and like the character of the neighborhoods low density. Lets support the downzone proposal!

Roger Stewart

LETTER OF SUPPORT

From:	N A Jones
To:	Planning Office
Subject:	REZ-25-1 and REZ 25-2 and REZ 25-3
Date:	Wednesday, March 19, 2025 7:16:33 PM

Some people who received this message don't often get email from najones1174@gmail.com. Learn why this is important <<u>https://aka.ms/LearnAboutSenderIdentification</u>>

Dear Members of the Plan Commission,

I would like to submit a comment regarding the REZ-25-1 Sunset Hill Rezone petition from HD to RES and the REZ 25-2 and REZ 25-3 Maple Grove Baby Farms HD to RES petitions presented last night to the Monroe County Planning Commission as a member of the public.

While I support all three of the rezoning petitions presented last night, I do think the County has a certain responsibility to provide more accurate survey work in such cases when there may be many variances required as a result of the rezoning. The fact that no reliable mapping data is available at the necessary scale to determine whether or not these owners of these small properties will face survey costs for variance applications is concerning. Part of the historic significance of these areas lies in the details of their morphology--as in the documented pattern of siting the houses close to the road. This is part of the particular cultural landscape pattern residents value and which should be valued by the community as a whole as the expression of an important piece of Monroe County history. The precise setback footage is important. The amount of paved area inside the frontage is important to know if it is to be preserved or to the contrary, prevented.

Evidently these two neighborhoods have gone through a lot of inconsistent oversight, first of neglect (reminds me of Miller Drive) and then bureaucratic changes and uncertainty over the years. The zoning ambiguities probably relate to the economic marginality of the neighborhood (and to the informality of the neighborhood's early origins which is characteristic of working-class rural developments), and to the fact that the area was not enveloped by development until recently when development leapfrogged over the neighborhoods with the building of the 37 by-pass/I-69 corridor. The residents' opposition to annexation seems to reflect a sense of powerlessness to control the character of their neighborhood in the wake of tremendous development pressure to urbanize. I think the County should undertake a survey of record for the area rather than leaving it to individual home owners to pay for such survey work when they want to do work on their properties, particularly changes in the frontage area of their property.

I will also comment that the historic overlay district is a kind of social contract, not just protection for individual residents of Sunset Hill. In designating the neighborhood as having historical significance in terms of architecture and cultural landscape, the county is also preserving something for the county as a whole--this neighborhood should be made known to the county as a whole as an important element of community history and should have some interpretive spaces and/markers so that Monroe County residents who do not live there can visit it and at least be able to perceive its boundaries and unique features. I see this point as a response to the remarks of Commissioner Henry in his remarks opposing the petition. There is a social and cultural good to be shared with the Monroe County community as a whole that stands beyond any personal benefits accruing to the current residents, and both the County and the residents should support active interpretation of the overlay district. In other words, the residents should support County efforts to demarcate and interpret their neighborhood. Ideally, this would be made explicit in any Historic Overlay District ordinance.

My last point concerns the environmental distinctiveness alluded to by some of the public comments and commissioner comments. I don't know all the particulars, but Sunset Village and Maple Grove Baby Farms have significant karst features and occupy a sensitive area in the areas designated as part of the critical watershed. In their current state (even with septic systems), these low-density neighborhoods do not pose a significant threat to the watershed and further costly mitigation work for stormwater management and groundwater protection doesn't seem necessary as it would be with high density development. Also, with their large amount of managed green space, these neighborhoods furnish ecosystem services that would be eliminated by high-density development of the type I

observed in the large-scale apartment complexes nearby.

Thus with my caveat about precision of parcel data I support both the historic district overlay and the downzoning of Sunset Hill and Maple Grove Baby Farms from HD to RES.

Thank you for considering my comments.

Sincerely,

Nancy A. Jones 1005 S. Rogers St. Bloomington, IN 47403 najones1174@gmail.com <<u>mailto:najones1174@gmail.com</u>>



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 04/17/25	Formal 🖌	Work session 🗌	Department	Planning
itle to appear on Agenda: Maple Grove Ba Ordinance 2025 Case #: REZ-25	D-12	Vendor	#	
Executive Summary:				
The petition sites consist of one hundred the Bloomington Township at the addresses list Residential (HD). The Zoning Map amendm o Residential 1 (RES).	ted in the Staff Rep	ort. The petition site:	s are zoned Hig	gh Development
This area was part of the "former fringe" and ended the agreement in ~2011. According t areas as of 1997, when we adopted our prio zoning districts at that time. The 1997 zonin this area, rezoning this area primarily High I	to the interlocal, the or ordinance with C ng districts was wha	County was to adop hapter 833 to accom it was in place up un	ot the zoning in modate and m	place for these atch the fringe
Over time, this area has relied on different a opproved and built out. The areas below sh become legal pre-existing nonconforming (ohnson, 2312 W Beaumont, and 120 S Kir	ow existing multi-fa 101 S Fairfield, 254	mily uses that if rezo	oned to single-	amily, would
The Monroe County Plan Commission vote Monroe County Board of Commissioners su			n a positive rec	ommendation to the
und Name(s):	Fund Number	·(s):		Amount(s)
resenter: Shawn Smith				
Speaker(s) for Zoom purposes:				
Jame(s)	Phone N	lumber(s)		٦
the speaker phone numbers will be remov	ved from the docum	nent prior to posting	 1)	_

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, Jackie N. Jelen, hereby certify that during its meeting on March 18th, 2025, the Monroe County Plan Commission considered Petition No. REZ-25-2 and REZ-25-3 for a Zoning Map Amendment (Ordinance No. 2025-12) to the Monroe County Zoning Ordinance and made a positive recommendation thereon, based on the findings, conditions, and Highway Department reports, with a vote of 6-2 and the following condition:

 Omit the properties at 101 S Fairfield DR, 2542 W Evergreen DR, 415 N Kimble DR, 215 N Johnson AVE, 325 N Johnson AVE, 2312 W Beaumont LN, and 120 S Kimble DR from the rezone request due to their status as preexisting multi-family developments.

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

acqueline n. Jeh tie N. Jelen

Planning Director

3-25-2025

Date

ORDINANCE NO. 2025-12

Maple Grove Baby Farms Rezone

An ordinance to amend the Monroe County Zoning Maps which were adopted December 18, 2024.

Whereas, the Board of Commissioners of Monroe County, Indiana, passed a zoning ordinance and adopted zoning maps effective December 18, 2024, which ordinance and maps are incorporated herein; and,

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

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

SECTION I.

The Monroe County Zoning Ordinance is amended to rezone one hundred thirty-two (132) parcels totaling 111 +/- acres in Section 31 of Bloomington Township from High Development Residential (HD) to Residential 1 (RES) with the following addresses: 109 S Johnson AVE, 2542 W Evergreen DR, 100 S Kimble DR, 105 N Kimble DR, 103 N Kimble DR, 111 N Johnson AVE, 421 N Kimble DR, 2520 W Evergreen DR, 311 N Kimble DR, 203 S Johnson AVE, 306 N Kimble DR, 120 S Kimble DR, 400 N Kimble DR, 420 N Kimble DR, 2206 W Beaumont LN, 107 N Johnson AVE, 104 S Johnson AVE, 115 N Johnson AVE, 406 N Kimble DR, 116 S Johnson AVE, 401 N Kimble DR, 200 S Kimble DR, 2320 W Evergreen DR, 220 N Kimble DR, 129 S Johnson AVE, 2471 W Evergreen DR, 305 N Kimble DR, 305 N Kimble DR, 114 N Kimble DR, 2306 W Beaumont LN, W Beaumont LN, S Johnson AVE, 103 S Johnson AVE, 414 N Johnson AVE, 330 N Johnson AVE, 2340 W Evergreen DR, 108 N Kimble DR, 302 N Kimble DR, 215 N Kimble DR, 2300 W Evergreen DR, 2547 W Evergreen DR, 509 N Johnson AVE, 415 N Kimble DR, 410 N Kimble DR, 40, N Kimble DR, 205 S Johnson AVE, 214 N Kimble DR, 216 N Kimble DR, 121 S Johnson AVE, 217 S JOHNSON AVE, 2424 W Evergreen DR, 516 N Johnson AVE, 108 S Kimble DR, 124 S Johnson AVE, 103 N Johnson AVE, N Kimble DR, 411 N Kimble DR, 112 N Kimble DR, 2535 W Evergreen DR, 315 N Johnson AVE, 305 N Johnson AVE, 2309 W Evergreen DR, 2323 W Beaumont LN, 404 N Kimble DR, 2563 W Evergreen DR, 2225 W LEJAC Ln, 415 N Johnson AVE, W Evergreen DR, W Evergreen DR, 2416 W Evergreen DR, 2419 W Evergreen DR, 2530 W Evergreen DR, 2530 W Evergreen DR, 2409 W Evergreen DR, N Johnson AVE, 2305 W Beaumont LN, 2212 W LEJAC Ln, Le Jac Ln, 408 N Johnson AVE, 111 S Kimble DR, 104 N Kimble DR, 111 N Kimble DR, 101 S Fairfield DR, 104 N Johnson, 104 N Johnson, 2312 W Beaumont LN, 2313 W Beaumont LN, 310 N Kimble DR, 220 S Johnson AVE, 510 N Johnson AVE, 315 N Kimble DR, 402 N Kimble DR, 2307 W Beaumont LN, 518 N Johnson AVE, 2537 W Evergreen DR, 2330 W Evergreen DR, 130 S Johnson AVE, 2412 W 3rd ST, 130 S Johnson AVE, S Johnson AVE, 2408 W Evergreen DR, 2404 W Evergreen DR, 2223 W Le Jac Ln, 2221 W LEJAC Ln, 2223 W LEJAC Ln, 2221 W Le Jac Ln, 104 S Kimble DR, 2350 W Evergreen DR, 2320 W Beaumont LN, 2207 W Beaumont LN, 2205 W Beaumont LN, W Beaumont LN, 118 S Johnson AVE, 118 S Johnson AVE, 215 N Johnson AVE, 2305 W Evergreen DR, 405 N Johnson AVE, 325 N Johnson AVE UNIT A, 325 N JOHNSON AVE UNIT B, N Johnson AVE, 520 N Johnson AVE, 127 S Johnson AVE, 204 N Kimble DR, 205 N Kimble DR, 113 S Johnson AVE, 404 N Johnson AVE, parcel #'s 53-05-31-301-174.000-004, 53-05-31-301-138,000-004, 53-05-31-301-078,000-004, 53-05-31-301-107,000-004, 53-05-31-301-05-31-301-179.000-004, 53-05-31-301-025.000-004, 53-05-31-301-095.000-004, 53-05-31-301-030.000-004, 53-05-31-301-104.000-004, 53-05-31-301-141.000-004, 53-05-31-301-014.000-004, 53-05-30-004, 53-05-30-004, 53-05-0004, 53-0004, 50-0004, 50-0004, 50-0004, 50-0004, 50-0004, 50-0004, 50-0004, 50-0004, 50-0004, 50-0004, 50-0004, 50-0004, 50-0004, 50-0004, 50-0 05-31-301-187.000-004, 53-05-31-301-047.000-004, 53-05-31-301-015.000-004, 53-05-31-301-115.000-004, 53-05-31-301-018.000-004, 53-05-31-301-105.000-004, 53-05-31-301-009.000-004, 53-05-31-301-046.000-004, 53-05-31-301-197.000-004, 53-05-31-301-054.000-004, 53-05-31-301-143.000-004, 53-05-31-301-086.000-004, 53-05-31-301-096.000-004, 53-05-31-301-198.000-004, 53-05-31-301-039.000-004, 53-05-31-301-074.000-004, 53-05-31-301-083.000-004, 53-05-31-301-108.000-004, 53-05-31-301-199.000-004, 53-05-31-301-118.000-004, 53-05-31-301-139.000-004, 53-05-31-301-189.000-004, 53-05-31-301-085.000-004, 53-05-31-301-110.000-004, 53-05-31-301-137.000-004, 53-05-31-301-136.000-004, 53-05-31-301-157.000-004, 53-05-31-301-124.000-004, 53-05-31-301-067.000-004, 53-05-31-301-119.000-004, 53-05-31-301-089.000-004, 53-05-31-301-061.000-004, 53-05-31-301-084.000-004, 53-05-31-301-185.000-004, 53-05-31-301-058.000-004, 53-05-31-301-162.000-004, 53-05-31-301-160.000-004, 53-05-31-301-172.000-004, 53-05-31-301-05-31-301-192.000-004, 53-05-31-301-128.000-004, 53-05-31-301-103.000-004, 53-05-31-301-

05-31-301-135.000-004, 53-05-31-301-063.000-004, 53-05-31-301-125.000-004, 53-05-31-301-132.000-004, 53-05-31-301-133.000-004, 53-05-31-301-142.000-004, 53-05-31-301-144.000-004, 53-05-31-301-145.000-004, 53-05-31-301-146.000-004, 53-05-31-301-152.000-004, 53-05-31-301-05-31-301-123.000-004, 53-05-31-301-044.000-004, 53-05-31-301-194.000-004, 53-05-31-301-05-31-301-168.000-004, 53-05-31-301-059.000-004, 53-05-31-301-098.000-004, 53-05-31-301-05-31-301-057.000-004, 53-05-31-301-158.000-004, 53-05-31-301-127.000-004, 53-05-31-301-147.000-004, 53-05-31-301-012.000-004, 53-05-31-301-017.000-004, 53-05-31-301-028.000-004, 53-05-31-301-072.000-004, 53-05-31-301-151.000-004, 53-05-31-301-148.000-004, 53-05-31-301-05-31-301-175.000-004, 53-05-31-301-184.000-004, 53-05-31-301-076.000-004, 53-05-31-301-010.000-004, 53-05-31-301-036.000-004, 53-05-31-301-075.000-004, 53-05-31-301-062.000-004, 53-05-31-301-171.000-004, 53-05-31-301-195.000-004, 53-05-31-301-134.000-004, 53-05-31-301-05-31-301-117.000-004, 53-05-31-301-121.000-004, 53-05-31-301-150.000-004, 53-05-31-301-05-31-301-126.000-004, 53-05-31-301-002.000-004, 53-05-31-301-011.000-004, 53-05-31-301-05-31-301-178.000-004.

SECTION II.

The Plan Commission voted 6-2 to forward this petition to the Monroe County Board of Commissioners with a "positive recommendation" and the following condition of approval:

1.) Omit the properties at 101 S Fairfield DR, 2542 W Evergreen DR, 415 N Kimble DR, 215 N Johnson AVE, 325 N Johnson AVE, 2312 W Beaumont LN, and 120 S Kimble DR from the rezone request due to their status as preexisting multi-family developments.

SECTION III.

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

Passed and adopted by the Board of Commissioners of Monroe County, Indiana, this __th day of April 2025.

BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA

"Yes" Votes

"No" Votes

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Jody Maderia, Commissioner

Jody Maderia, Member

Attest: Brianne Gregory, Monroe County Auditor

MONROE COUNTY PLAN COMMISSION



Public Meeting Date:

March 18, 2025

CASE NUMBER	PROPOSED NAME	DETAIL
REZ-25-2 and 3	Maple Grove Baby Farms Rezone	One hundred thirty-two (132) parcels to be rezoned from HD to RES

PETITIONER		ADDRESSES (See Exhibit 2)	
Monroe County Board of Commissioners		Entire area along S Kimble DR,	
		W Evergreen DR, S Johnson AVE,	
		W Beaumont LN, and W Lejac LN	
PARCEL NUMBERS	See Exhibit 2	See Exhibit 2	
(132 total)			
PLANNER	Shawn Smith		
REQUEST	Rezone Request from HD to RES		
	Waiver of Final Heat	Waiver of Final Hearing Requested	
ACRES	111 +/- acres in TOTAL (95 +/- acres when excluding right of way)		
ZONES	HD		
TOWNSHIP	Bloomington		
SECTION	31		
PLATS	Maple Grove Baby Farms Subdivision		
COMP PLAN	MCUA Mixed Residential		
DESIGNATION			

EXHIBITS

- 1. Visual of Properties Involved in Rezone
- 2. List of all Residential Properties Involved
- 3. Number of Properties by Lot Size
- 4. Current Zoning Map
- 5. Permitted Uses in Each Zone
- 6. Design Standards of Each Zone

- 7. Site Conditions and Infrastructure
- 8. Aerial View of Neighborhood
- 9. Comprehensive Plan Discussion
- 10. Findings of Fact
- 11. Property Owner Letter
- 12. Letter of Opposition

RECOMMENDATION TO THE PLAN COMMISSION

Staff recommends forwarding a "**positive recommendation**" to the Monroe County Board of Commissioners on the petition's compatibility with the Monroe County Comprehensive Plan with the following consideration by the Plan Commission and County Commissioners:

To avoid creating nonconformities, consideration should be given to the zoning of the following preexisting multi-family developments: 101 S Fairfield, 2542 W Evergreen, 415 N Kimble, 215 N Johnson, 325 N Johnson, 2312 W Beaumont, and 120 S Kimble. It could be considered by the Plan Commission and County Commissioners to exclude these parcels from this rezone request.

MEETING SCHEDULE

Plan Commission Administrative Meeting – March 4, 2025 Plan Commission Regular Meeting (Preliminary Hearing) – March 18, 2025 Plan Commission Administrative Meeting (if not waived) – April 1, 2025 Plan Commission Regular Meeting (Final Hearing; if not waived) – April 15, 2025 Board of Commissioners Meeting – TBD

PLAN COMMISSION ADMINISTRATIVE MEETING – March 4, 2025

There were questions raised during the meeting regarding non-conforming parcels as a result of this rezone, including the multi-family development at 101 S Fairfield DR. The development was issued a building permit for 43 units in 2014, which would otherwise exceed the standards set forth in both the High Development Residential zone and Residential 1 zones under the current County Development Ordinance. The High Development zone allows for the use "Multi-family Dwelling (5+ units)" use and has standards that dictate how many units based on acreage; using this calculation and the lot size of 101 S Franklin (2.31 acres), this lot would be permitted to have 22 units total. However, multi-family developments of more than 30 units on a lot are subject to Plan Commission approval in the HD zone and could potentially seek a variance or waiver from the maximum density standard. Multi-family developments are not permitted in the RES zone and would require a rezone through the County Commissioners to allow any further development of this lot, or a use variance through the Board of Zoning Appeals.

Regarding pre-existing nonconforming uses, please refer Chapter 844 of the Monroe County Development Ordinance:

Chapter 844-1 (C) Types of Nonconformities. The following are the multiple types of nonconforming situations:

(1) Nonconforming Use. Any use of land, building, or structure which use is not permitted in the zoning district in which the use is located.

(2) Nonconforming Structure. A structure or portion of a structure that was established in conformance with the setback, building height, building width, lot coverage standards, or other requirements or standards of this ordinance, but which subsequently, due to a change in the zone or to the requirements of this ordinance, is no longer in conformance with one or more of these standards.

(3) Nonconforming Lot. A lot that was established in conformance with the minimum lot size, width, and frontage requirements of this ordinance, but which subsequently, due to a change in the zone or the requirements of this ordinance, is no longer in conformance with one or more of these requirements.

Please further review Chapter 844-2 for nonconforming uses, Chapter 844-3 for nonconforming structures, and Chapter 844-4 for nonconforming lots under the <u>CDO</u> for any additional clarification needed on how the Ordinance regulates and defines pre-existing nonconforming uses.

Under the proposed RES zone, minimum lot size may be under 1.0 acre if all other design standards are met (e.g. lot width, setbacks, building height, impervious cover). A property is permitted to remain as pre-existing nonconforming in perpetuity until improvements are made to the property and/or structure(s), thereby triggering a permit process. At that time, a variance to a specific design standard that is out of conformity may be required prior to the issuance of a permit.

Please note, analyzing the full extent of creating nonconforming properties as a result of this rezone petition proves a challenging task. Parcel line data per Beacon GIS is not 100% accurate and cannot be relied upon to establish nonconformity of property or structures to specific design standards at this scale. Typically, it is up to the property owner to understand where their property lines are located. It should be noted that the change from HD to RES will increase the setback requirements (See Table 2-805 and Table 8-805 in this report).

SUMMARY

The petition sites consist of one hundred thirty-two (132) parcels (138 parcels when including duplicate parcels) totaling 111 +/- acres located in Section 31 of Bloomington Township at the addresses listed in the Staff Report. The petition sites are zoned High Development Residential (HD). The Zoning Map amendment would rezone the properties from High Development Residential (HD) to Residential 1 (RES).

This area was part of the "former fringe" and was under the City's Planning and Zoning jurisdiction until an interlocal ended the agreement in ~2011. According to the interlocal, the County was to adopt the zoning in place for these areas as of 1997, when we adopted our prior ordinance with Chapter 833 to accommodate and match the fringe zoning districts at that time. The 1997 zoning districts was what was in place up until the CDO adopted a new map for this area, rezoning this area primarily High Development Residential. A list of the properties and their respective lot sizes can be found in Exhibit 2.

Over time, this area has relied on different zoning designations, and there have been some multi-family developments approved and built out. The areas below show existing multi-family uses that if rezoned to single-family, would become legal pre-existing nonconforming (101 S Fairfield, 2542 W Evergreen, 415 N Kimble, 215 N Johnson, 325 N Johnson, 2312 W Beaumont, and 120 S Kimble).



Background for Commissioners Request

The Monroe County Development Ordinance (CDO) and new Zoning Map were approved by the County Commissioners on December 18, 2024 under ordinance number 2024-61. As a part of the approval the Commissioners requested Planning staff to begin a rezone of the area shown below in the County jurisdiction to change from HD to RES. More information about the CDO adoption and view the ordinance please visit https://monroecdo.com/

Note: The RES uses and design standards can be found on pages numbered 17 & 18. The HD uses and design standards can be found on pages numbered 23 & 24 of the CDO. They are also listed in the report.

The rationale the Commissioners provided for this rezone request is related to the fact that these areas contain older established neighborhoods, most of the homes use septic systems and currently do not have access to sewer, the presence of karst/sinkholes in the area, and to preserve the overall character of the area.

The recording of the Commissioners' meeting on December 18, 2024, is below. December 18th is when the CDO was officially adopted by the County Commissioners and when the ordinance and zoning maps became effective. Immediately following this adoption, the Commissioners motioned to request this rezone (Link to recording – starts at 52:20).

Listed below are the definitions of these zones per Chapter 802.

High Development Residential (HD) District.

Table 1-805: RES District Purpose and Uses

District Character

The character of the Residential 1 "RES" Zoning District is defined as that which is primarily intended for existing, possibly nonconforming, recorded single-family dwelling residential subdivisions and Lots of record,

Purpose

The purposes of the RES Zoning District are to accommodate existing, substandard subdivision developments and Lots; to permit the build-out of single-family dwelling residential uses in those developments and Lots; to discourage the development of nonresidential uses; to protect environmentally sensitive areas- such as flood prone areas, wetlands, watersheds, karst features, drainage areas, and steep slopes - and to maintain the character of the surrounding neighborhood. Therefore, the number of uses permitted in the RES District is limited and many of the permitted and conditional uses have additional standards that apply to them to ensure their compatibility with residential uses.

Residential 1 (RES) District.

Table 7-805: HD District Purpose and Uses

District Character

The character of the High Development Residential "HD" Zoning District is defined as that which is primarily intended for residential development in urban service areas, where public sewer service is available, and near amenities such as grocery stores, schools, recreation areas, etc.

Purpose

The purposes of the HD Zoning District are to encourage the development of smaller-sized residential Lots in areas where public services exist to service them efficiently; to discourage the development of nonresidential uses; to protect environmentally sensitive areas – such as flood prone areas, wetlands, watersheds, karst features, drainage areas, and steep slopes - and to maintain the character of the surrounding neighborhood. Therefore, the number of uses permitted in the HD District is limited and many of the permitted and conditional uses have additional standards that apply to them to ensure their compatibility with ensure compatibility with adjacent residential uses. The development of new residential activities proximate to known mineral resource deposits or extraction operations may be buffered by distance.



EXHIBIT 1: Maple Grove Baby Farms properties involved in rezone REZ-25-2 & 3 shown in yellow below.

EXHIBIT 2: List of all the residential properties requested to be rezoned from HD to RES by the County Commissioners.

Parcel Number (18-digits)	Owner Name	Property Street	Legal
			Acreage
53-404-24001-04	BUTCHER, BONNIE	215 N JOHNSON AVE #018	
53-05-31-301-002.000-004	RESIDENT - VACANT		
53-05-31-301-011.000-004	RESIDENT - VACANT		
53-05-31-301-020.000-004	RESIDENT - VACANT		
53-05-31-301-027.000-004	RESIDENT	104 N Johnson	
53-05-31-301-024.000-004	RESIDENT	104 N Johnson	
53-05-31-301-040.000-004	RESIDENT - VACANT		
53-05-31-301-094.000-004	RESIDENT - VACANT		
53-05-31-301-099.000-004	RESIDENT - VACANT		
53-05-31-301-178.000-004	RESIDENT - VACANT		
53-05-31-301-038.000-004	Stewart, Darlene	2223 W Le Jac Ln	0.15
53-05-31-301-185.000-004	Hsieh, Ming-Feng; Lin, Mei-Hui	121 S Johnson AVE	0.16
53-05-31-301-025.000-004	Chilton, Theron G	203 S Johnson AVE	0.18
53-05-31-301-010.000-004	Tatlock, Lori G; Schulz, Brandon D & Schulz, Kendyll G W/LE Tatlock, Harold L Jr & Linda Jo	2207 W Beaumont LN	0.19
53-05-31-301-125.000-004	PipJay Properties LLC	415 N Johnson AVE	0.19
53-05-31-301-183.000-004	PipJay Properties LLC	N Johnson AVE	0.19
53-05-31-301-018.000-004	Desmond, Jacob; Maier, Sarah	116 S Johnson AVE	0.2
53-05-31-301-171.000-004	Thrasher, Mark K	118 S Johnson AVE	0.2
53-05-31-301-059.000-004	Reynolds, Diana J; Howey, Patricia L	2313 W Beaumont LN	0.21
53-05-31-301-070.000-004	Miller, G Chandler & Laura F	2323 W Beaumont LN	0.21
53-05-31-301-152.000-004	PipJay Properties LLC	2409 W Evergreen DR	0.21
53-05-31-301-016.000-004	Vasconi, Nicole Marie	127 S Johnson AVE	0.23
53-05-31-301-036.000-004	Tatlock, Lori G; Schulz, Brandon D & Schulz, Kendyll G W/LE Tatlock, Harold L Jr & Linda Jo	2205 W Beaumont LN	0.23
53-05-31-301-043.000-004	Whiteman, Terri L	113 S Johnson AVE	0.23
53-05-31-301-057.000-004	Rothrock, Kim Mark & Tracy B	2307 W Beaumont LN	0.23
53-05-31-301-028.000-004	Shree Aum LLC	130 S Johnson AVE	0.24
53-05-31-301-132.000-004	Pipjay Properties LLC	W Evergreen DR	0.24
53-05-31-301-144.000-004	Pipjay Properties LLC	2419 W Evergreen DR	0.24
53-05-31-301-148.000-004	Slater, William H Jr	2404 W Evergreen DR	0.24

53-05-31-301-153.000-004	Megnin, Donna & Milroy, Donna	2309 W Evergreen DR	0.24
53-05-31-301-172.000-004	Jones, Jeffrey S	108 S Kimble DR	0.24
53-05-31-301-092.000-004	Pittman, Mildred	2305 W Beaumont LN	0.25
53-05-31-301-135.000-004	Padawan, Jacob Arthur	2563 W Evergreen DR	0.25
53-05-31-301-009.000-004	Don Cowden Foundation, Inc	200 S Kimble DR	0.26
53-05-31-301-074.000-004	Franklin, Anthony	W Beaumont LN	0.26
53-05-31-301-127.000-004	Shaffer, Elizabeth Eve	2537 W Evergreen DR	0.26
53-05-31-301-060.000-004	Knight, Bridget	124 S Johnson AVE	0.27
53-05-31-301-093.000-004	Stewart, Darlene S F	2221 W Le Jac Ln	0.27
53-05-31-301-174.000-004	Andersen, Greg & Lori Revocable Trust	109 S Johnson AVE	0.29
53-05-31-301-118.000-004	Goddin, Jeffrey K & Glenna M	330 N Johnson AVE	0.3
53-05-31-301-155.000-004	Ritter, Stephen L	510 N Johnson AVE	0.3
53-05-31-301-158.000-004	Russell, Brent A; Russell, Bandy J	518 N Johnson AVE	0.3
53-05-31-301-160.000-004	Johnson, Saundra L	516 N Johnson AVE	0.3
53-05-31-301-054.000-004	Duncan, Charlie	129 S Johnson AVE	0.31
53-05-31-301-126.000-004	YKMS Investments LLC	404 N Johnson AVE	0.31
53-05-31-301-194.000-004	Redeemer Community Church of Bloomington Inc	104 N Kimble DR	0.315
53-05-31-301-014.000-004	Crohn, Shawna D.	2206 W Beaumont LN	0.33
53-05-31-301-139.000-004	Goodbeer, Christopher M; Ellis, William	2340 W Evergreen DR	0.34
53-05-31-301-046.000-004	Drake, Elizabeth Ann	2320 W Evergreen DR	0.35
53-05-31-301-143.000-004	Dunn, Sydnie	2471 W Evergreen DR	0.35
53-05-31-301-089.000-004	Houghtelin, John C	205 S Johnson AVE	0.38
53-05-31-301-128.000-004	Lucas, Ricky L	2535 W Evergreen DR	0.38
53-05-31-301-078.000-004	Baumann, Carol & Terry; Baumann, Rebecca & Lisa Anne Delgado	100 S Kimble DR	0.41
53-05-31-301-133.000-004	Pipjay Properties LLC	W Evergreen DR	0.42
53-05-31-301-192.000-004	Llewellyn, Steven M & Arlyn E	112 N Kimble DR	0.43
53-05-31-301-035.000-004	Stewart, Darlene S F	2223 W LEJAC Ln	0.46
53-05-31-301-045.000-004	Stewart, Darlene F	2221 W LEJAC Ln	0.46
53-05-31-301-063.000-004	Perkins, Herbert L & Sandra K	2225 W LEJAC Ln	0.46
53-05-31-301-015.000-004	DAJA Properties LLC	115 N Johnson AVE	0.47
53-05-31-301-032.000-004	Triple Crown Ventures LLC	405 N Johnson AVE	0.47
53-05-31-301-039.000-004	Franklin, Anthony	2306 W Beaumont LN	0.47
53-05-31-301-061.000-004	Hsieh, Ming-Feng; Lin, Mei-Hui	214 N Kimble DR	0.47
53-05-31-301-062.000-004	Thrasher, Mark K	118 S Johnson AVE	0.47
53-05-31-301-067.000-004	Holdeman, Vicky L Trust	410 N Kimble DR	0.47
53-05-31-301-079.000-004	Burch, Suella D	111 N Johnson AVE	0.47
53-05-31-301-080.000-004	LaPadula, Louann J & Gerard J	103 N Johnson AVE	0.47
53-05-31-301-084.000-004	Hsieh, Ming-Feng; Lin, Mei-Hui	216 N Kimble DR	0.47

53-05-31-301-085.000-004	Grounds, Haley	302 N Kimble DR	0.47
53-05-31-301-100.000-004	Triple Crown Ventures LLC	325 N Johnson AVE UNIT A	0.47
53-05-31-301-102.000-004	Triple Crown Ventures LLC	325 N JOHNSON AVE UNIT B	0.47
53-05-31-301-104.000-004	Cranford, Samuel M	400 N Kimble DR	0.47
53-05-31-301-112.000-004	Triple Crown Ventures LLC	N Johnson AVE	0.47
53-05-31-301-113.000-004	Miller, Robert D & Ginger	404 N Kimble DR	0.47
53-05-31-301-115.000-004	DAJA Properties LLC	406 N Kimble DR	0.47
53-05-31-301-117.000-004	Triple Crown Ventures LLC	N Johnson AVE	0.47
53-05-31-301-119.000-004	Holdeman, Vicky L Trust	408 N Kimble DR	0.47
53-05-31-301-121.000-004	Triple Crown Ventures LLC	N Johnson AVE	0.47
53-05-31-301-129.000-004	Callanan, Patrick J & Sara Bloomer	421 N Kimble DR	0.47
53-05-31-301-136.000-004	Harding, Mary B & Gary D	2547 W Evergreen DR	0.47
53-05-31-301-141.000-004	Crites, Amie N	420 N Kimble DR	0.47
53-05-31-301-181.000-004	Rosales, Elizabeth A	402 N Kimble DR	0.47
53-05-31-301-029.000-004	Regency Hadley Village LLC	111 N Kimble DR	0.5
53-05-31-301-146.000-004	PipJay Properties LLC	2530 W Evergreen DR	0.5
53-05-31-301-012.000-004	Shree Aum LLC	130 S Johnson AVE	0.53
53-05-31-301-076.000-004	Sumner, Max R	2320 W Beaumont LN	0.54
53-05-31-301-107.000-004	Breeden, Herbert E & Charlotte F & w/l/e Herbert & Charlotte Breeden	105 N Kimble DR	0.54
53-05-31-301-184.000-004	Summers, Bobbie Jean	2350 W Evergreen DR	0.57
53-05-31-301-096.000-004	Endwright, Randy K. & Nancy	305 N Kimble DR	0.58
53-05-31-301-177.000-004	Brown, Christopher Adam	103 N Kimble DR	0.61
53-05-31-301-170.000-004	Poole, Evan W & Kristin E	Le Jac Ln	0.65
53-05-31-301-150.000-004	Turi, Jordan M & Turi, Jeremy L	520 N Johnson AVE	0.66
53-05-31-301-122.000-004	Lewandowski, Casimir	411 N Kimble DR	0.7
53-05-31-301-175.000-004	Sturgeon, Harold & Lavangelin	104 S Kimble DR	0.73
53-05-31-301-198.000-004	Fitzgearld, Lisa Anne & Patrick J	114 N Kimble DR	0.75
53-05-31-301-031.000-004	McKee Properties Inc	305 N Johnson AVE	0.76
53-05-31-301-138.000-004	Baugh/Whaley Investments, LLC	2542 W Evergreen DR	0.78
53-05-31-301-189.000-004	Gordillo, James M	108 N Kimble DR	0.8
53-05-31-301-179.000-004	Chastain, Troy & Jeanice	311 N Kimble DR	0.82
53-05-31-301-134.000-004	Trimmer, William	2305 W Evergreen DR	0.84
53-05-31-301-168.000-004	Reynolds, Diana J McGuire	2312 W Beaumont LN	0.87
53-05-31-301-030.000-004	Cowden, Don Foundation, Inc.	120 S Kimble DR	0.91
53-05-31-301-123.000-004	Poveda, Shanna	408 N Johnson AVE	0.93
53-05-31-301-199.000-004	Goble, Kyle Scott	414 N Johnson AVE	0.93
53-05-31-301-098.000-004	Richards, Brian D	310 N Kimble DR	0.94

53-05-31-301-187.000-004	Curry, Lawrence W. & Wilma Jean	107 N Johnson AVE	0.95
53-05-31-301-190.000-004	Vidrine, Thomas Lucien	204 N Kimble DR	0.95
53-05-31-301-197.000-004	Drummy, Deborah C	220 N Kimble DR	0.95
53-05-31-301-147.000-004	Shaffer, Elizabeth Eve	2330 W Evergreen DR	0.99
53-05-31-301-064.000-004	Poole, Evan W & Kristin E	2212 W LEJAC Ln	1.01
53-05-31-301-071.000-004	Ritter, Danny J	220 S Johnson AVE	1.04
53-05-31-301-103.000-004	McCadden, Joseph T & Mollie R	315 N Johnson AVE	1.4
53-05-31-301-055.000-004	Westmoreland LLC	205 N Kimble DR	1.41
53-05-31-301-086.000-004	Endwright, Randy K. & Nancy	305 N Kimble DR	1.41
53-05-31-301-095.000-004	Collier, James E	306 N Kimble DR	1.41
53-05-31-301-105.000-004	Dolby, Mitch	401 N Kimble DR	1.41
53-05-31-301-110.000-004	Gudeman, Mary Ann	215 N Kimble DR	1.41
53-05-31-301-180.000-004	Roll, Douglas H	315 N Kimble DR	1.41
53-05-31-301-145.000-004	PipJay Properties LLC	2530 W Evergreen DR	1.46
53-05-31-301-151.000-004	Sipes, Christopher & Debra Dee	2408 W Evergreen DR	1.64
53-05-31-301-159.000-004	Cassidy, James Watson	2520 W Evergreen DR	1.67
53-05-31-301-124.000-004	Holdeman, Vicky L Rev Trust	415 N Kimble DR	1.76
53-05-31-301-017.000-004	Shree Aum LLC	2412 W 3rd ST	1.99
53-05-31-301-195.000-004	TRG Bloomington MHC LLC	215 N Johnson AVE	2.07
53-05-31-301-142.000-004	PipJay Properties LLC	2416 W Evergreen DR	2.08
53-05-31-301-162.000-004	Johnson, Marcia D Revocable Trust	2424 W Evergreen DR	2.15
53-05-31-301-082.000-004	Regency Hadley Village LLC	101 S Fairfield DR	2.31
53-05-31-301-044.000-004	Redeemer Community Church of Bloomington Inc	111 S Kimble DR	2.625
53-05-31-301-047.000-004	Daja Properties III LLC	104 S Johnson AVE	2.82
53-05-31-301-058.000-004	Indiana Detox Holdings, LLC	217 S JOHNSON AVE	3.3
53-05-31-301-083.000-004	Fromlak, Eve L	S Johnson AVE	3.36
53-05-31-301-108.000-004	Fromlak, Eve L	103 S Johnson AVE	3.36
53-05-31-301-137.000-004	Hale, Rebecca A & Brandon A	2300 W Evergreen DR	6.13

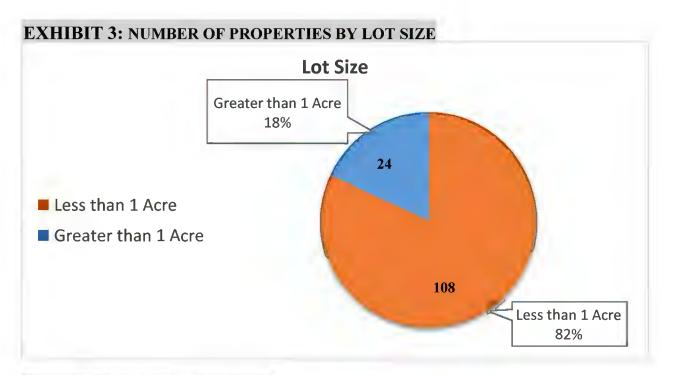


EXHIBIT 4: CURRENT ZONING

The petition sites are zoned High Development residential (HD). The pink zones, known as Limited Business (LB), located south of this rezone area, are not part of this rezone request.



EXHIBIT 5: PERMITTED USES IN EACH ZONE

HIGH DEVELOPMENT RESIDENTIAL (HD) Land Uses:

Permitted Uses / Uses Permitted with Standards*:

- Artificial Pond or Lake*
- Community Institutional Garden*
- Logging or Forestry Operations*
- Accessory Apartments*
- Accessory Livestock*
- Emergency Housing or Short-Term Shelter
- Home Occupation*
- Multi-Family Dwelling (3-4 units)*
- Multi-Family Dwelling (5+ units)*
- Residential Facilities for Individuals with a Developmental Disability*
- Residential Facilities for Individuals with a Mental Illness*
- Senior Housing*
- Single-Family Attached Dwelling (3-5

Conditional Uses:

- Accessory Wind Turbine
- Home-Based Business
- Wastewater Treatment Facility
- Firearm Sales
- Retail Sales, Small Scale

units)*

- Single-Family Detached Dwelling
- Single-Family Pair Dwelling (2 units)*
- Two-Family Dwelling*
- Cemetery and/or Mausoleum*
- Child Care Center*
- Child Care Home*
- Minor Utility*
- Parks and Playgrounds
- Relocation of Pole Signs*
- School*
- Bed and Breakfast*
- Real Estate Sales/Model Home Office
- Religious Facilities
- Short-Term Rental Owner Occupied*

RESIDENTIAL 1 (RES) Land Uses:

Permitted Uses / Uses Permitted with Standards*:

- Artificial Pond or Lake*
- Agriculture, Traditional*
- Community or Institutional Garden*
- Logging or Forestry Operations*
- Roadside Stand, Temporary*
- Accessory Apartments*
- Accessory Dwelling Units, Attached & Detached*
- Accessory Livestock*
- Emergency Housing or Short-Term Shelter
- Home Occupation*
- Residential Facilities for Individuals with a Developmental Disability*
- Residential Facilities for Individuals with a Mental Illness*

Conditional Uses:

- Accessory Wind Turbine
- Home-Based Business
- Two-Family Dwelling
- Child Care Center
- Collection Container Facility
- Waste Water Treatment Facility
- Artisan Crafts, Food, and/or Beverage Production
- Café/Coffee Shop
- Adaptive Reuse
- Historic Adaptive Reuse

- Residential Storage Structure*
- Single-Family Detached Dwelling
- Single-Family Paired Dwelling (2 units)*
- Cemetery and/or Mausoleum*
- Child Care Home*
- Minor Utility*
- Parks and Playgrounds
- Relocation of Pole Signs*
- School*
- Bed and Breakfast*
- Real Estate Sales/Model Home Office
- Religious Facilities
- Short-Term Rental Owner Occupied*
- Construction Trailer

Table 8	805: HD Summa	ry of Dimensional Stand	lards
Design standards		Minimum Setbacks Measured from the edge of the Right-of-Way	
Minimum Lot Width at Building Line	50 feet ¹³	Front Yard – Local	25 feet ^{2,6}
Minimum Lot Size	0.14 acre	Front Yard – Minor/Major Collector	35 feet ^{2,6}
Maximum Height (Primary Structure)	35 feet	Front Yard - Minor/Major Arterial	50 feet ^{2,6}
Maximum Height (Accessory Structure)	20 feet ¹	Front Yard - Interstate	75 feet ^{2,6}
Maximum Impervious Cover	60% of Lot Size	Front Yard - Water Body Lake Monroe	200 feet from normal poo elevation ¹⁰
Maximum Impervious Cover for Development within a Critical Watershed	50% of Lot Size	Front Yard – Water Body Lake Lemon	50 feet from normal pool elevation ¹⁰
		Setback - Riparian Area	50 feet from Centerline on either side ⁴
Subdivision Standards		Minimum Setbacks from I	Property Line
Minimum Buildable Area for Lots not on Sewer	1 acre ^{1,14}	Side Yard	5 feet ^{3,6,7,12}
Minimum Buildable Area for Lots on Sewer	5,000 sq ft ^{1,14}	Side Yard for Each Additional Story on the applicable Side Yards(s)	Add 5 feet for each additional story ^{7,12}
		Rear Yard	10 feet6,7

1. If the lot is in the ECO Area, 1-acre contiguous minimum buildable area is required.

2. Excluding agricultural buildings.

3. Front yard setback applies to any yard fronting on any street. Front yard setback is measured from the right-of-way line of a public road. If there is no direct frontage, the setback is 25 feet from the property line.

4. See ECO Chapter for more restrictive setback standards as applicable.

5. Not applicable for properties abutting or adjoining overpasses.

6. Additional regulations for accessory structures are in Section 811-2(B).

7. For lots within a platted subdivision, or where right-of-way is dedicated/has been granted, the more restrictive setback shall apply (either the platted setbacks or the zoning setbacks).

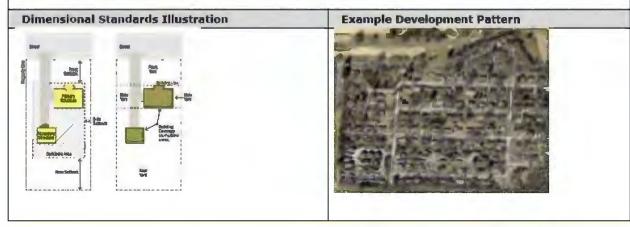
8. In the ECO1 Area, the minimum lot size must be 5 acres.

9. If the property only has access to a septic system, the minimum lot size to subdivide property is at least 10 acres by survey. See Chapter 831.

10. In no case shall the Lake Front Yard Setback be less than 25 feet from property line.

11. Additional dwelling unit square footage is required for multi-family developments. See Land Use Table use-specific standards.

Zero-foot side setback on one lot line is permitted if designated on a subdivision plat.
 Twenty-foot lot width at building line is permitted for Single-Family Attached uses if designated on a subdivision plat.
 See exception under <u>Chapter 832-7(A)2</u> for lots created for conservation or agricultural purposes.

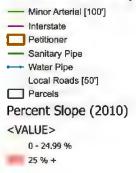


Design standards		Minimum Setbacks Measured from the edge o	f the Right-of-Way
Minimum Lot Width at Building Line	75 feet	Front Yard - Local	25 feet ^{3,5,7}
Minimum Lot Size	1 acre ^{1,11}	Front Yard – Minor/Major Collector	35 feet ^{3,5,7}
Maximum Height (Primary Structure)	35 feet	Front Yard - Minor/Major Arterial	50 feet ^{3,5,7}
Maximum Height (Accessory Structure)	20 feet ⁶	Front Yard - Interstate	75 feet ^{3,5,7}
Maximum Impervious Cover	50% of Lot Size or 7,000 sq ft, whichever is less ²	Front Yard - Water Body Lake Monroe	200 feet from normal po- elevation ¹⁰
Maximum Impervious Cover for Development within a Critical Watershed	10% of Lot Size or 4,500 sq ft, whichever is less ²	Front Yard – Water Body Lake Lemon	50 feet from normal pool elevation ¹⁰
		Setback - Riparian Area	50 feet from Centerline on either side ⁴
Subdivision Standards		Minimum Setbacks from	Property Line
Minimum Buildable Area for Lots not on Sewer	1 acre ^{1,8,9,13}	Side Yard	10 feet ^{6,7,12}
Minimum Buildable Area for Lots on Sewer	7,000 sq ft ^{1,8,9,13}	Rear Yard	20 feet
 If the lot is in the ECO Area, 1-ac Excluding agricultural buildings. Front yard setback applies to any road. If there is no direct frontage, 1 See ECO Chapter for more restric Not applicable for properties abut Additional regulations for accesso For lots within a platted subdivisi (either the platted setbacks or the z In the ECO1 Area, the minimum (y yard fronting on any street. Fron the setback is 25 feet from the pr tive setback standards as applica ting or adjoining overpasses. ny structures are in <u>Section 81</u> on, or where right-of-way is dedu oning setbadcs).	nt yard setback is measured from ti roperty line. ible. 1-2(B).	
 Excluding agricultural buildings. Front yard setback applies to any road. If there is no direct frontage, I 4. See ECO Chapter for more restric 5. Not applicable for properties abut 6. Additional regulations for accesso 7. For lots within a platted subdivisi (either the platted setbacks or the z 8. In the ECO1 Area, the minimum i 9. If the property only has access to Chapter 831. In no case shall the Lake Front 1 11. If all other design standards are 12. Zero-foot side setback on one loc 	yard fronting on any street. From the setback is 25 feet from the pri- tive setback standards as applica- ting or adjoining overpasses. By structures are in <u>Section 81</u> on, or where right-of-way is dedi- oning setbacks). I at size must be 5 acres. I a septic system, the minimum lo Yard Setback be less than 25 feet or met, no variance is required for ot line is permitted if designated of	nt yard setback is measured from the operty line. ble. 1-2(B). cated/has been granted, the more of the size to subdivide property is at let from property line. a lot of record with an area less the on a subdivision plat.	restrictive setback shall apply east 10 acres by survey. See an one (1) acre.
 Excluding agricultural buildings. Front yard setback applies to any road. If there is no direct frontage, I 4. See ECO Chapter for more restric 5. Not applicable for properties abut 6. Additional regulations for accesso 7. For lots within a platted subdivisi (either the platted setbacks or the z 8. In the ECOI Area, the minimum i 9. If the property only has access to <u>Chapter 831</u>. In no case shall the Lake Front i 11. If all other design standards are 	yard fronting on any street. From the setback is 25 feet from the pri tive setback standards as applica- ting or adjoining overpasses. By structures are in <u>Section 81</u> on or where right-of-way is dedit oning setbacks). To trait size must be 5 acres. To a septic system, the minimum lo Yard Setback be less than 25 feet to met, no variance is required for ot line is permitted if designated of <u>132-7(A)2</u> for lots created for our	nt yard setback is measured from the operty line. ble. 1-2(B). cated/has been granted, the more of the size to subdivide property is at let from property line. a lot of record with an area less the on a subdivision plat.	restrictive setback shall apply east 10 acres by survey. See an one (1) acre.

EXHBITI 7: SITE CONDITIONS & INFRASTRUCTURE

The petition sites consist of a total of 111 +/- acres across 138 parcels. Access to the sites is via S Kimble DR, W Evergreen DR, S Johnson AVE, W Beaumont LN, and W Lejac LN. None of the petition sites are located in the Environmental Constraints Overlay. There is no floodplain designated on the petition sites. Most of the site is located within the Clear Creek Critical Watershed.

Site Conditions Map





0 140280 560 840 1,120 1,400 Feet



Monroe County Planning Department Source: Monroe County GIS Date: 2/24/2025

Highway Comments:

No comments shared at this time.

Stormwater Comments:

Erica Penna



Remove Comment - Feb 9, 2025 at 2:20 pm

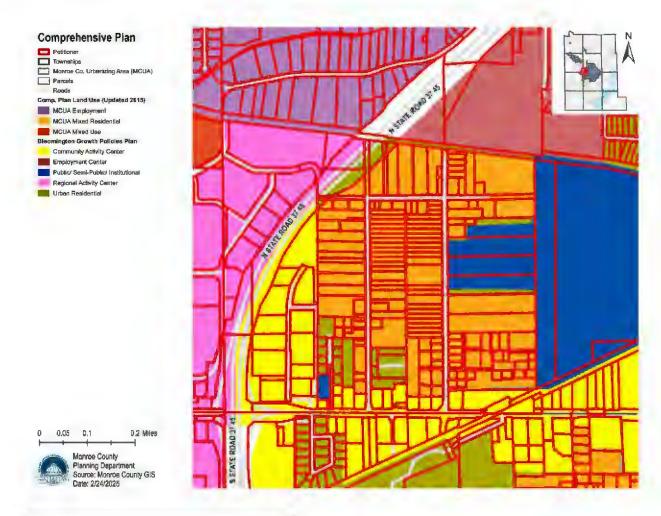
No comments. Majority of parcels in this rezone are within the Clear Creek critical drainage area.





EXHIBIT 9: COMPREHENSIVE PLAN DISCUSSION

The petition site is located in the MCUA Mixed Residential area of the Monroe County Urbanizing Area Plan (orange color).



COMPREHENSIVE PLAN - PHASE 1

Mixed residential neighborhoods accommodate a wide array of both single-family and attached housing types, integrated into a cohesive neighborhood. They may also include neighborhood commercial uses as a local amenity.

These neighborhoods are intended to serve growing market demand for new housing choices among the full spectrum of demographic groups. Residential buildings should be compatible in height and overall scale, but with varied architectural character. These neighborhoods are often located immediately adjacent to Mixed-Use Districts, providing a residential base to support nearby commercial activity within a walkable or transit-accessible distance.

A. Transportation

Streets: Streets in Mixed Residential Neighborhoods should be designed at a pedestrian scale. Like Mixed-Use Districts, the street system should be interconnected to form a block pattern, although it is not necessary to be an exact grid. An emphasis on multiple interconnected streets which also includes alley access for

services and parking, will minimize the need for collector streets, which are common in more conventional Suburban Residential neighborhoods. Cul-de-sacs and dead-ends are not appropriate for this development type. Unlike typical Suburban Residential subdivisions, Mixed Residential development is intended to be designed as walkable neighborhoods. Most residents will likely own cars, but neighborhood design should de-emphasis the automobile.

Bike, Pedestrian, and Transit Modes: Streets should have sidewalks on both sides, with tree lawns of sufficient width to support large shade trees. Arterial streets leading to or through these neighborhoods may be lined with multi-use paths. Neighborhood streets should be designed in a manner that allows for safe and comfortable bicycle travel without the need for separate on-street bicycle facilities such as bike lanes. As with Mixed-Use Districts, primary streets in Mixed Residential neighborhoods should be designed to accommodate transit.

B. Utilities

Sewer and Water: The majority of Mixed Residential areas designated in the Land Use Plan are located within existing sewer service areas. Preliminary analysis indicates that most of these areas have sufficient capacity for additional development. Detailed capacity analyses will be necessary with individual development proposals to ensure existing infrastructure can accommodate new residential units and that agreements for extension for residential growth are in place.

Power: Overhead utility lines should be buried to eliminate visual clutter of public streetscapes and to minimize system disturbance from major storm events.

Communications: Communications needs will vary within Mixed Residential neighborhoods, but upgrades to infrastructure should be considered for future development sites. Creating a standard for development of communications corridors should be considered to maintain uniform and adequate capacity.

C. Open Space

Park Types: Pocket parks, greens, squares, commons, neighborhood parks and greenways are all appropriate for Mixed Residential neighborhoods. Parks should be provided within a walkable distance (one-eighth to one-quarter mile) of all residential units, and should serve as an organizing element around which the neighborhood is designed.

Urban Agriculture: Community gardens should be encouraged within Mixed Residential Neighborhoods. These may be designed as significant focal points and gathering spaces within larger neighborhood parks, or as dedicated plots of land solely used for community food production.

D. Public Realm Enhancements

Lighting: Lighting needs will vary by street type and width but safety, visibility and security are important. Lighting for neighborhood streets should be of a pedestrian scale (16 to 18 feet in height).

Street/site furnishings: Public benches and seating areas are most appropriately located within neighborhood parks and open spaces, but may be also be located along sidewalks. Bicycle parking racks may be provided within the tree lawn/ landscape zone at periodic intervals.

E. Development Guidelines

Open Space: Approximately 200 square feet of publicly accessible open space per dwelling unit. Emphasis should be placed on creating well-designed and appropriately proportioned open spaces that encourage regular use and activity by area residents.

Parking Ratios: Single-family lots will typically provide 1 to 2 spaces in a garage and/or driveway. Parking for multi-family buildings should be provided generally at 1 to 1.75 spaces per unit, depending on unit type/number of beds. On-street parking should be permitted to contribute to required parking minimums as a means to reduce surface parking and calm traffic on residential streets.

Site Design: Front setbacks should range from 10 to 20 feet, with porches, lawns or landscape gardens between the sidewalk and building face. Buildings should frame the street, with modest side setbacks (5 to 8 feet), creating a relatively continuous building edge. Garages and parking areas should be located to the rear of buildings, accessed from a rear lane or alley. If garages are frontloaded, they should be set back from the building face. Neighborhoods should be designed with compatible mixtures of buildings and unit types, rather than individual subareas catering to individual market segments.

Building Form: Neighborhoods should be designed with architectural diversity in terms of building scale, form, and style. Particular architectural themes or vernaculars may be appropriate, but themes should not be overly emphasized to the point of creating monotonous or contrived streetscapes. Welldesigned neighborhoods should feel as though they have evolved organically over time.

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: Mixed Residential neighborhoods should not feel like a typical tract subdivision. It may be appropriate for neighborhoods to include gateway features and signs, but these should be used sparingly and in strategic locations, rather than for individually platted subareas.

LAND USE PLAN & POLICIES

The Land Use Plan is to be used when making public and private decisions about development, receivelopment, and related initiastructure myestments The Land Use Plan provides a framework to create a more organized pattern of development within the Urbanizing Area. Based on the preferred development scenario the Land Use Plan is illustrated and provides descriptions of each land use category, with specific policies related to transportation, infrastructure, open space, and development standards.

MIXED-USE WiseBuse Districts are the densest, most pedesthan-oriented levelopment types in the Urbanizing Asea

AIXED-RESIDENTIAL

Nitized residential neighborhoods accommodate a wade array of both single-family and attached housing types, integrated into a cohestive neighborhood. They may also include neighborhood opmmercial uses as a local amenity

UBURBAN RESIDENTIAL

Suburban residential includes existing low-density single-family subdivisions and isolated multi-family aparement completes (

CONSERVATION RESIDENTIAL

pervation communities are master planned developer gred to preserve significant amounts of open space munity amounts.

ENIPLOYMENT

Employment oriented uses include light industrial, manufacturing and assembly, research and development facilities, field office space construction trades, warehousing and other types of commercial

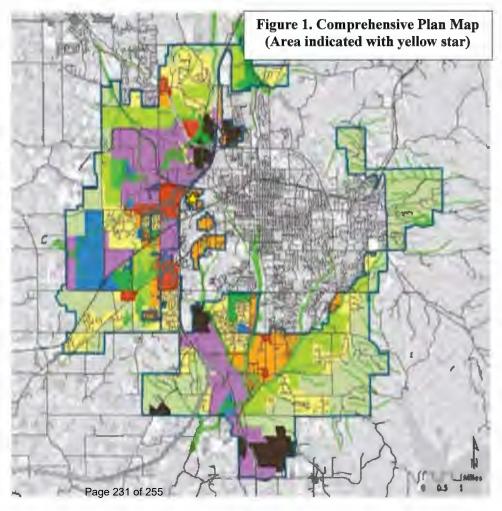
INSTITUTIONAL Give and institutional uses include educational and religious facilities and other types of public and private facilities intended for public assembly and gastbeing

DILL BRY I AMOUNT APPR

QUARKY LANDSCAPES Query landscapes are found throughout the Urbanizing Area primarily in the south and west portions of the area. These include both activity mixed and abandoned quarties, a number of which are enther listed or eligible for inclusion on the National Register of Historic Places Landscape District Registry.

RURAL TRANSITION Portions of the Urbanizing Area, primarily to the east and south, are not suitable for intensive development due to access, initiastructure and environmental constraints.

ARKS AND OPEN SPACE rotected open space inducts public perks and privately-owned inds dedicated for active or passive recreation or environmental **Dreservation**



COMPREHENSIVE PLAN - PHASE 2

N1 URBAN INFILL NEIGHBORHOOD

This district includes the areas known as Former Areas Intended for Annexation (AIFA) and Former Fringe of the City of Bloomington that are largely developed. This district is intended to promote compact mixed residential infill development, as described in the Mixed Residential land use type designated in the Urbanizing Area Plan. Commercial mixed use development may be appropriate along primary streets at the edges of these neighborhoods. New development should be compatible with surrounding development within the City of Bloomington.

Phase II also incorporates expected **building types** for each district. Listed below are the expected building types of Urban Infill Neighborhood. These building types include:

Single Family - Small Lot (Rear-Loaded): A small detached structure with small side and street yards and garage access from a rear alley.

Single Family - Small Lot (Front-Loaded): A small detached structure with small side and street yards. Garage access is from the street, but garages are clearly subordinate to the primary structure.

Single Family – *Contemporary:* A house structure that is two-story or split-level. Garages are typically front loaded but can be side-loaded in some instances. Garages should be set back from the front facade.

Single Family - Mid-Century: Moderate sized, ranch style home with single or two car garages attached.

Attached Townhome: A structure with common walls on either side with no units above or below it. Garage access is typically from a rear alley or shared parking area.

Two-Family Home (Duplex): A detached structure with two units that is massed as a single structure. Yards can range from small to large and units are typically side-by-side but maybe stacked.

Multi-Family: A structure designed to accommodate multiple units above or beside each other. Typically contains more than 3 units.

Commercial: An individual building designed to accommodate a single commercial tenant. Parking is located to the side or rear.

Neighborhood Mixed-Use: A medium scale structure designed to accommodate a mix of uses. Can also be used for live-work scenarios. Building lengths are short and typically do not extend an entire block.

Mixed-Use: A larger scale structure designed to accommodate a vertical mix of uses. Buildings share common walls and may create an entire block. Floor to ceiling heights are taller.

Office Building: This building type may take a variety of sizes and configurations and be designed to accommodate either individual or multiple tenants, typically intended for professional office users.

Civic/Institutional Building: This building type may take a variety of sizes and configurations. Typically designed for a single user, such as a school, religious facility, or government office. May include a vehicular drop-off, oriented to the side or rear.

Re-Use/Retrofit: This building type is intended to promote the re-use and rehabilitation of existing developed sites. Strategic upgrades to building facades, parking lots and landscape areas are encouraged to promote community aesthetics.

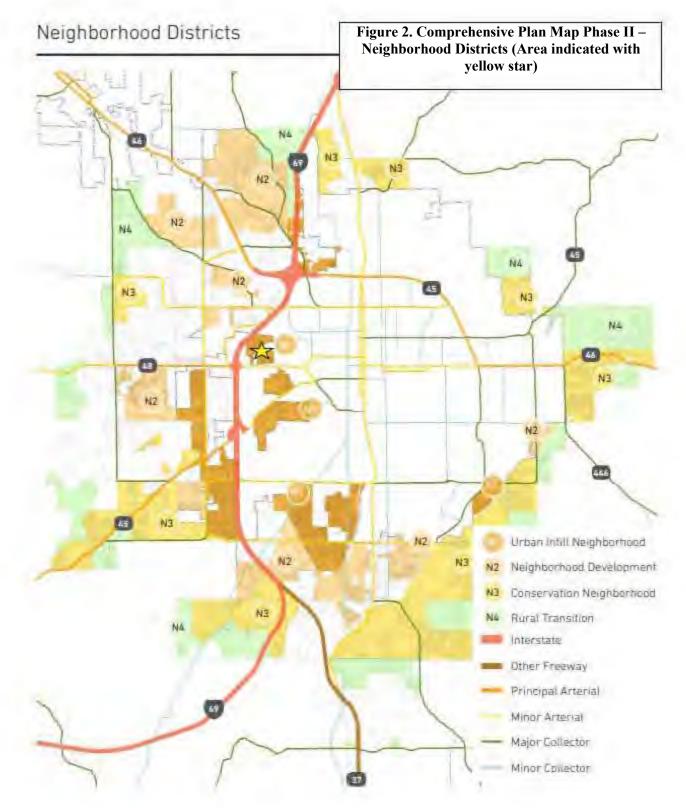


EXHIBIT 10 – FINDINGS OF FACT - REZONE

According to Section 831-3. Standards for Amendments of the Zoning Ordinance: In preparing and considering proposals to amend the text or maps of this Zoning Ordinance, the Plan Commission and the Board of County Commissioners shall pay reasonable regard to:

(A) The Comprehensive Plan;

Findings:

- The Monroe County Comprehensive Plan designates the properties as MCUA Mixed Residential;
- The rezone request is to change the current zoning (High Development Residential HD) to Residential 1 (RES) to the petition sites;
- The rezone would change the current zoning and land use of the property;
- The rezone request will primarily not alter the character of the neighborhood, with most properties falling under single-family residential use, while others contain levels of multi-family use which would be affected by the rezone;
- The Comprehensive Plan identifies this area as being an "Urban Infill Neighborhood";

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

Findings:

- The petition sites are zoned High Density Residential (HD);
- Of the one hundred thirty-two (132) petition sites, seven (7) sites contain multi-family dwellings according to GIS;
- The site is adjacent to residential and commercial uses;

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

Findings:

- See Findings under Section A and Section B;
- Land uses in the surrounding area are predominately commercial and residential

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

Findings:

- Values may vary significantly, dependent upon future planning and zoning in the area;
- Property value tends to be subjective;
- The effect of the approval of the rezone on property values is difficult to determine;

(E) Responsible development and growth.

Findings:

- See Findings under Section A, Section B, and Section C;
- Access to the sites will continue to be derived from either S Johnson AVE, S Kimble DR, S Fairfield DR, all of which connect to W 3rd ST
- The site does not contain DNR Floodplain;
- There may be karst features across the petition sites according to GIS 2-foot contour lines, but unable to determine if these are indeed karst features;
- The vast majority of the petition sites are located within the Clear Creek Critical Watershed.

EXHIBIT 11: PROPERTY OWNER NOTICE LETTER

January 31, 2025

To: «Owner_Name»

«Owner_Street», «Owner_City_St__Zip»

This is to advise you that the Monroe County Commissioners are requesting to rezone your property from High Development Residential (HD) to Residential 1 (RES). The residential properties subject to the rezone request are collectively known as "Maple Grove Baby Farms" and are depicted in Exhibit A, along with Exhibit B, which lists all affected properties by parcel number, owner, and property address. The properties subject to this rezone request are located in Bloomington Township, Section 31, along N Kimble DR, W Evergreen DR, N Johnson AVE, W Beaumont LN, and W Lejac LN.

This petition has been scheduled for two public hearings to be held as a Preliminary Hearing and a Final Hearing. The property owners involved may attend the public hearings that are held before a final decision is made. In accordance with the Rules of Procedure, as waiver of the Final Hearing has been requested. The Plan Commission may grant the waiver during the Preliminary Hearing. The Preliminary Hearing, which is conducted as a public hearing, is held at the Monroe County Plan Commission Meeting on **March 18, 2025**. This meeting begins at 5:30 p.m. in the Judge Nat U. Hill III at 100 W. Kirkwood Avenue in Bloomington, Indiana 47404 and via video conference (https://www.co.monroe.in.us/). Comments from the public will be heard at this time and the petition may be continued as necessary.

Unless the Final Hearing waiver request is granted by the Plan Commission at the Preliminary Hearing, or the petition is forwarded to a different hearing date, the Final Hearing of the Monroe County Plan Commission will be on April 15, 2025. This meeting begins at 5:30 p.m. in Judge Nat U. Hill III at 100 W. Kirkwood Avenue in Bloomington, Indiana 47404 and via video conference (https://www.co.monroe.in.us/). Comments from the public will be heard at this time and the petition may be continued as necessary.

After the Plan Commission has heard the petition and made its recommendation, the petition is forwarded to the County Commissioners, who will hear public comment within 90 days of the Plan Commission's recommendation. The date of the County Commissioners meeting will be announced at a later date.

All information concerning the above request is on public display in the Monroe County Planning Department, 501 N. Morton Street, Suite 224, (812) 349 2560. When seeking information from the Planning Department, please reference petition number REZ-25-2 & 3.

If your property is being sold on contract, please notify your contract buyer of this petition.

Sincerely,

Shawn Smith Planner II Monroe County Planning Department

Background for Commissioners Request

The Monroe County Development Ordinance (CDO) and new Zoning Map were approved by the County Commissioners on December 18, 2024 under ordinance number 2024-61. As a part of the approval the Commissioners requested Planning staff to begin a rezone of the area shown below in the County jurisdiction to change from HD to RES. More information about the CDO adoption and view the ordinance please visit <u>https://monroecdo.com/</u>

Note: The RES uses and design standards can be found on pages numbered 17 & 18. The HD uses and design standards can be found on pages numbered 23 & 24 of the CDO.

EXHIBIT A: Maple Grove Baby Farms properties involved in rezone REZ-25-2 & 3 shown in yellow below.



Exhibit B: List of all the residential properties requested to be rezoned from HD to RES by the County Commissioners.

Property Street

53-05-31-301-174.000-004	Anderson Crog & Lori Revesable Trust	100 S Johnson AVE
	Andersen, Greg & Lori Revocable Trust	109 S Johnson AVE
53-05-31-301-138.000-004	Baugh/Whaley Investments, LLC	2542 W Evergreen DR
F2 OF 21 201 078 000 004	Baumann, Carol & Terry; Baumann, Rebecca &	100 S Kimble DR
53-05-31-301-078.000-004	Lisa Anne Delgado	
	Breeden, Herbert E & Charlotte F & w/l/e Herbert	
53-05-31-301-107.000-004	& Charlotte Breeden	105 N Kimble DR
53-05-31-301-177.000-004	Brown, Christopher Adam	103 N Kimble DR
53-05-31-301-079.000-004	Burch, Suella D	111 N Johnson AVE
53-05-31-301-129.000-004	Callanan, Patrick J & Sara Bloomer	421 N Kimble DR
53-05-31-301-159.000-004	Cassidy, James Watson	2520 W Evergreen DR
53-05-31-301-179.000-004	Chastain, Troy & Jeanice	311 N Kimble DR
53-05-31-301-025.000-004	Chilton, Theron G	203 S Johnson AVE
53-05-31-301-095.000-004	Collier, James E	306 N Kimble DR
53-05-31-301-030.000-004	Cowden, Don Foundation, Inc.	120 S Kimble DR
53-05-31-301-104.000-004	Cranford, Samuel M	400 N Kimble DR
53-05-31-301-141.000-004	Crites, Amie N	420 N Kimble DR
53-05-31-301-014.000-004	Crohn, Shawna D.	2206 W Beaumont LN
53-05-31-301-187.000-004	Curry, Lawrence W. & Wilma Jean	107 N Johnson AVE
53-05-31-301-047.000-004	Daja Properties III LLC	104 S Johnson AVE
53-05-31-301-015.000-004	DAJA Properties LLC	115 N Johnson AVE
53-05-31-301-115.000-004	DAJA Properties LLC	406 N Kimble DR
53-05-31-301-018.000-004	Desmond, Jacob; Maier, Sarah	116 S Johnson AVE
53-05-31-301-105.000-004	Dolby, Mitch	401 N Kimble DR
53-05-31-301-009.000-004	Don Cowden Foundation, Inc	200 S Kimble DR
53-05-31-301-046.000-004	Drake, Elizabeth Ann	2320 W Evergreen DR
53-05-31-301-197.000-004	Drummy, Deborah C	220 N Kimble DR
53-05-31-301-054.000-004	Duncan, Charlie	129 S Johnson AVE
53-05-31-301-143.000-004	Dunn, Sydnie	2471 W Evergreen DR
53-05-31-301-086.000-004	Endwright, Randy K. & Nancy	305 N Kimble DR
53-05-31-301-096.000-004	Endwright, Randy K. & Nancy	305 N Kimble DR
53-05-31-301-198.000-004	Fitzgearld, Lisa Anne & Patrick J	114 N Kimble DR
53-05-31-301-039.000-004	Franklin, Anthony	2306 W Beaumont LN
53-05-31-301-074.000-004	Franklin, Anthony	W Beaumont LN
53-05-31-301-083.000-004	Fromlak, Eve L	S Johnson AVE

53-05-31-301-108.000-004	Fromlak, Eve L	103 S Johnson AVE
53-05-31-301-199.000-004	Goble, Kyle Scott	414 N Johnson AVE
53-05-31-301-118.000-004	Goddin, Jeffrey K & Glenna M	330 N Johnson AVE
53-05-31-301-139.000-004	Goodbeer, Christopher M; Ellis, William	2340 W Evergreen DR
53-05-31-301-189.000-004	Gordillo, James M	108 N Kimble DR
53-05-31-301-085.000-004	Grounds, Haley	302 N Kimble DR
53-05-31-301-110.000-004	Gudeman, Mary Ann	215 N Kimble DR
53-05-31-301-137.000-004	Hale, Rebecca A & Brandon A	2300 W Evergreen DR
53-05-31-301-136.000-004	Harding, Mary B & Gary D	2547 W Evergreen DR
53-05-31-301-157.000-004	Hickman, Richard A.	509 N Johnson AVE
53-05-31-301-124.000-004	Holdeman, Vicky L Rev Trust	415 N Kimble DR
53-05-31-301-067.000-004	Holdeman, Vicky L Trust	410 N Kimble DR
53-05-31-301-119.000-004	Holdeman, Vicky L Trust	408 N Kimble DR
53-05-31-301-089.000-004	Houghtelin, John C	205 S Johnson AVE
53-05-31-301-061.000-004	Hsieh, Ming-Feng; Lin, Mei-Hui	214 N Kimble DR
53-05-31-301-084.000-004	Hsieh, Ming-Feng; Lin, Mei-Hui	216 N Kimble DR
53-05-31-301-185.000-004	Hsieh, Ming-Feng; Lin, Mei-Hui	121 S Johnson AVE
53-05-31-301-058.000-004	Indiana Detox Holdings, LLC	217 S JOHNSON AVE
53-05-31-301-162.000-004	Johnson, Marcia D Revocable Trust	2424 W Evergreen DR
53-05-31-301-160.000-004	Johnson, Saundra L	516 N Johnson AVE
53-05-31-301-172.000-004	Jones, Jeffrey S	108 S Kimble DR
53-05-31-301-060.000-004	Knight, Bridget	124 S Johnson AVE
53-05-31-301-080.000-004	LaPadula, Louann J & Gerard J	103 N Johnson AVE
53-05-31-301-120.000-004	Lewandowski, Casimir	N Kimble DR
53-05-31-301-122.000-004	Lewandowski, Casimir	411 N Kimble DR
53-05-31-301-192.000-004	Llewellyn, Steven M & Arlyn E	112 N Kimble DR
53-05-31-301-128.000-004	Lucas, Ricky L	2535 W Evergreen DR
53-05-31-301-103.000-004	McCadden, Joseph T & Mollie R	315 N Johnson AVE
53-05-31-301-031.000-004	McKee Properties Inc	305 N Johnson AVE
53-05-31-301-153.000-004	Megnin, Donna & Milroy, Donna	2309 W Evergreen DR
53-05-31-301-070.000-004	Miller, G Chandler & Laura F	2323 W Beaumont LN
53-05-31-301-113.000-004	Miller, Robert D & Ginger	404 N Kimble DR
53-05-31-301-135.000-004	Padawan, Jacob Arthur	2563 W Evergreen DR
53-05-31-301-063.000-004	Perkins, Herbert L & Sandra K	2225 W LEJAC Ln
53-05-31-301-125.000-004	PipJay Properties LLC	415 N Johnson AVE
53-05-31-301-132.000-004	Pipjay Properties LLC	W Evergreen DR
53-05-31-301-133.000-004	Pipjay Properties LLC	W Evergreen DR
53-05-31-301-142.000-004	PipJay Properties LLC	2416 W Evergreen DR
53-05-31-301-144.000-004	Pipjay Properties LLC	2419 W Evergreen DR

53-05-31-301-145.000-004	PipJay Properties LLC	2530 W Evergreen DR
53-05-31-301-146.000-004	PipJay Properties LLC	2530 W Evergreen DR
53-05-31-301-152.000-004	PipJay Properties LLC	2409 W Evergreen DR
53-05-31-301-183.000-004	PipJay Properties LLC	N Johnson AVE
53-05-31-301-092.000-004	Pittman, Mildred	2305 W Beaumont LN
53-05-31-301-064.000-004	Poole, Evan W & Kristin E	2212 W LEJAC Ln
53-05-31-301-170.000-004	Poole, Evan W & Kristin E	Le Jac Ln
53-05-31-301-123.000-004	Poveda, Shanna	408 N Johnson AVE
53-05-31-301-044.000-004	Redeemer Community Church of Bloomington Inc	111 S Kimble DR
53-05-31-301-194.000-004	Redeemer Community Church of Bloomington Inc	104 N Kimble DR
53-05-31-301-029.000-004	Regency Hadley Village LLC	111 N Kimble DR
53-05-31-301-082.000-004	Regency Hadley Village LLC	101 S Fairfield DR
53-05-31-301-027.000-004	RESIDENT	104 N Johnson
53-05-31-301-024.000-004	RESIDENT	104 N Johnson
53-05-31-301-168.000-004	Reynolds, Diana J McGuire	2312 W Beaumont LN
53-05-31-301-059.000-004	Reynolds, Diana J; Howey, Patricia L	2313 W Beaumont LN
53-05-31-301-098.000-004	Richards, Brian D	310 N Kimble DR
53-05-31-301-071.000-004	Ritter, Danny J	220 S Johnson AVE
53-05-31-301-155.000-004	Ritter, Stephen L	510 N Johnson AVE
53-05-31-301-180.000-004	Roll, Douglas H	315 N Kimble DR
53-05-31-301-181.000-004	Rosales, Elizabeth A	402 N Kimble DR
53-05-31-301-057.000-004	Rothrock, Kim Mark & Tracy B	2307 W Beaumont LN
53-05-31-301-158.000-004	Russell, Brent A; Russell, Bandy J	518 N Johnson AVE
53-05-31-301-127.000-004	Shaffer, Elizabeth Eve	2537 W Evergreen DR
53-05-31-301-147.000-004	Shaffer, Elizabeth Eve	2330 W Evergreen DR
53-05-31-301-012.000-004	Shree Aum LLC	130 S Johnson AVE
53-05-31-301-017.000-004	Shree Aum LLC	2412 W 3rd ST
53-05-31-301-028.000-004	Shree Aum LLC	130 S Johnson AVE
53-05-31-301-072.000-004	Shree Aum LLC	S Johnson AVE
53-05-31-301-151.000-004	Sipes, Christopher & Debra Dee	2408 W Evergreen DR
53-05-31-301-148.000-004	Slater, William H Jr	2404 W Evergreen DR
53-05-31-301-038.000-004	Stewart, Darlene	2223 W Le Jac Ln
53-05-31-301-045.000-004	Stewart, Darlene F	2221 W LEJAC Ln
53-05-31-301-035.000-004	Stewart, Darlene S F	2223 W LEJAC Ln
53-05-31-301-093.000-004	Stewart, Darlene S F	2221 W Le Jac Ln
53-05-31-301-175.000-004	Sturgeon, Harold & Lavangelin	104 S Kimble DR
53-05-31-301-184.000-004	Summers, Bobbie Jean	2350 W Evergreen DR
53-05-31-301-076,000-004	Sumner, Max R	2320 W Beaumont LN

	Tatlock, Lori G; Schulz, Brandon D & Schulz,	
53-05-31-301-010.000-004	Kendyll G W/LE Tatlock, Harold L Jr & Linda Jo	2207 W Beaumont LN
	Tatlock, Lori G; Schulz, Brandon D & Schulz,	
53-05-31-301-036.000-004	Kendyll G W/LE Tatlock, Harold L Jr & Linda Jo	2205 W Beaumont LN
	Tatlock, Lori G; Schulz, Brandon D & Schulz,	
53-05-31-301-075.000-004	Kendyll G W/LE Tatlock, Harold L Jr & Linda Jo	W Beaumont LN
53-05-31-301-062.000-004	Thrasher, Mark K	118 S Johnson AVE
53-05-31-301-171.000-004	Thrasher, Mark K	118 S Johnson AVE
53-05-31-301-195.000-004	TRG Bloomington MHC LLC	215 N Johnson AVE
53-05-31-301-134.000-004	Trimmer, William	2305 W Evergreen DR
53-05-31-301-032.000-004	Triple Crown Ventures LLC	405 N Johnson AVE
53-05-31-301-100.000-004	Triple Crown Ventures LLC	325 N Johnson AVE UNIT A
53-05-31-301-102.000-004	Triple Crown Ventures LLC	325 N JOHNSON AVE UNIT B
53-05-31-301-112.000-004	Triple Crown Ventures LLC	N Johnson AVE
53-05-31-301-117.000-004	Triple Crown Ventures LLC	N Johnson AVE
53-05-31-301-121.000-004	Triple Crown Ventures LLC	N Johnson AVE
53-05-31-301-150.000-004	Turi, Jordan M & Turi, Jeremy L	520 N Johnson AVE
53-05-31-301-016.000-004	Vasconi, Nicole Marie	127 S Johnson AVE
53-05-31-301-190.000-004	Vidrine, Thomas Lucien	204 N Kimble DR
53-05-31-301-055.000-004	Westmoreland LLC	205 N Kimble DR
53-05-31-301-043.000-004	Whiteman, Terri L	113 S Johnson AVE
53-05-31-301-126.000-004	YKMS Investments LLC	404 N Johnson AVE
53-05-31-301-002.000-004		
53-05-31-301-011.000-004		
53-05-31-301-020.000-004		
53-05-31-301-040.000-004		
53-05-31-301-094.000-004		
53-05-31-301-099.000-004		
53-05-31-301-178.000-004		

EXHIBIT 12: LETTER OF OPPOSITION



March 10, 2025

Monroe County Plan Commission

Re: Regency Hadley Village LLC's Statement in Opposition to Maple Grove Baby Farms Proposed Rezone Petition No. REZ-25-2 & 3

Dear Plan Commission Members:

Regency Hadley Village LLC ("Regency") opposes the Maple Grove Baby Farms Rezone to the extent that considerations are not made to exclude Regency's properties from the proposed rezone area.

Regency is the owner of two parcels within the Maple Grove Baby Farms Rezone:

•	53-05-31-301-029.000-004	111 N. Kimble Drive
•	53-05-31-301-082.000-004	101 S. Fairfield Drive

Regency purchased both properties in 2023. 101 S. Fairfield includes Regency Hadley Village, comprised of five 2-story apartments buildings, built in 2015 by Joedy Dillard. (See Exhibit 1, Photographs of the Property) At the time the property was purchased, it appears the land was zoned RM (AIFA). (See Exhibit 2, Prior Zoning Map from Elevate) The recent CDO and map adoption zoned the area as High Density.

Consideration to Exclude Properties West of Kimble Drive

The proposed rezone ignores the differences in the area west of Kimble Drive and the area east of Kimble Drive, both in terms of their zoning history and their characteristics.

Within the prior zoning, the area west of Kimble Drive was Residential Multifamily (RM) while the area east of Kimble Drive was Single Dwelling Residential (with a mobile home park excluded). When the CDO and recent zoning maps were adopted, the area to the west and east of Kimble Drive were zoned as High Density. As to the area to the west of Kimble Drive, this merely reflected a continuation of the same or a similar zoning classification.

The area to the west of Kimble Drive reflects more characteristics of a higher density area. Regency's property at 101 S. Fairfield is 2.31 acres. Most of the

403 East Sixth Street | Bloomington, IN 47408 | Phone 812.332.2113 | Fax 812.334.3892 ferglaw.com Regency Hadley Village LLC Page 2

> properties north of it are over 1 acre as well. In addition to Regency's apartment building, other parcels west of Kimble reflect the multi-family use zoning history. It includes mobile home parks and other commercial housing. (See Exhibit 3, Property Class Map) The Administrative Packet lists seven nonconforming properties in the entire Maple Grove Baby Farms rezone area. Four of those are in the area west of Kimble Drive--101 S Fairfield (Regency), 2542 W Evergreen, 415 N. Kimble, and 120 S. Kimble.

There appears to be sewer service running down Kimble Drive, so that concern would not be present as it would for some of the areas further east in the proposed rezone area. (See Exhibit 4, Sewer System Map.)

The area immediately west of the proposed rezone area is entirely commercial. From north to south, the adjacent properties are Ken Nunn's law office, Townhome Place, Holiday Inn, Fairfield Inn, Pizza Hut and Urgent Care. The area immediately south of the proposed rezone and west of Kimble Drive includes condominiums, an apartment building, and a mobile home park, the Fire Station, and various businesses.

Allowing the area west of Kimble Drive to remain multi-family would be consistent with the historical zoning and characteristics of the area. It would also allow for responsible development and growth in the area by maintaining a smooth buffer or transition zone between the single family areas east of Kimble Drive and the commercial areas, to the west and south of the proposed rezone area.

Consideration to Exclude 101 S. Fairfield

101 S Fairfield should be excluded from the proposed rezone area. In addition to all the reasons for its exclusion outlined above, Regency will suffer substantial harm if the property is rezoned and made non-conforming.

The value of the property will go down if the property becomes a non-conforming property. It is unlikely that Regency would be able to sell the property for the same amount it purchased the property for two years ago if it becomes non-conforming. While the property could be rebuilt under current the current CDO if there was a casualty, once the structures reach their useful life, a rebuild would not be permitted under current CDO.

Regency has a commercial loan on 101 S Fairfield. If the property is rezoned, it is possible that the loan could be called or need to be restructured due to the property becoming nonconforming. If the loan was called, Regency would be required to fully pay off the principal on the note in the amount of \$3,750,000. Obtaining a new loan or a restructuring or refinance would likely result in an unfavorable change to Regency's interest rate. Regency's loan is a fixed rate of 5.41%. Due to interest rates rising since the time of the loan, it is anticipated that the rate would be 6.50% or greater today with

Regency Hadley Village LLC Page 3

> the same lender or any other community/local lending bank. Larger banks would likely not consider the loan due to the non-conformity, further limiting Regency's options for a replacement loan. The change in interest alone would account for \$37,500 more a year in interest expense. Regency anticipates there could be additional fees or higher guarantee obligations as well with a replacement loan.

These additional costs limit Regency's ability to improve and reinvest in the property, which would have a negative impact on the residents and the future value of the property.

Thank you for your consideration of this matter.

Best Regards,

Christine L. Bartlett Ext. 205 <u>CLB@ferglaw.com</u>

Enclosure: Exhibit 1-(3) Photographs of Hadley Village Exhibit 2-Prior Zoning Map Exhibit 3-Property Class Map Exhibit 4-Sewer Map

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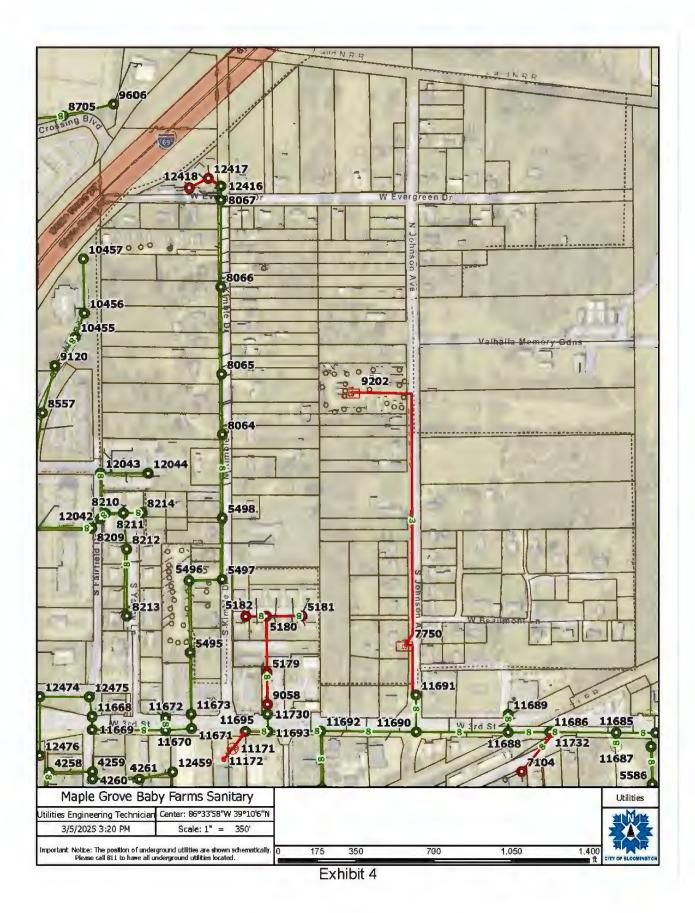




Monroe County Zoning Map







Page 247 of 255

Some people who received this message don't often get email from amartin@pipjayproperties.com. <u>Learn why</u> this is important

Good Afternoon,

I wanted to express some concern with the rezoning proposal in regards to property located in the Maple Grove Baby Farms area. I'm an agent for Pipjay Properties, LLC and we own 9 properties in this area. We strongly oppose to any additional zoning changes in this area. With the county every growing with issues for housing, reducing these parcels will further drive home costs up and limit affordable and available housing to its residents. With numerous acres to develop more housing, restricting this area would be of detrimental harm to the county and the land owners reducing their value and minimizing the property tax revenue for the county.

Amanda Martin-Duncan

Legal Operations Director Chief Financial Officer PO Box 513 Ellettsville, IN 47429 Want to make sure you have this one in your records.

Jackie N. Jelen, AICP Director Monroe County Planning Department 501 N. Morton St., Suite 224 Bloomington, IN 47404 jnester@co.monroe.in.us Phone: (812) 349-2560

From: JOSEPH HICKMAN <curlyjoeh@prodigy.net>
Sent: Tuesday, March 18, 2025 6:10 PM
To: Planning Office <PlanningOffice@co.monroe.in.us>
Subject: Maple Grove Baby Farms

[Some people who received this message don't often get email from curlyjoeh@prodigy.net. Learn why this is important at <u>https://aka.ms/LearnAboutSenderIdentification</u>]

I own 6 parcels in Maple Grove Baby Farms. I am opposed to the downzoning proposal.

Joseph Hickman 812-360-5634 Sent from my iPhone

Clarify that this is actually a letter of support (this highlighted text is not part of the original report)

From:	goddin1j@comcast.net
To:	Planning Office
Subject:	Support Rezoning of Maple Grove Baby Farms area
Date:	Tuesday, March 18, 2025 4:19:47 PM

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Hi,

I'm a resident of the Maple Grove Baby Farms area and strongly support the rezoning to prohibit multifamily housing in this area.

Currently there are two trailer parks and a compact small home site in this area, among all of the single family homes, and that is sufficient.

I am a retiree from 32 years at Indiana University, and there are a number of new retirees in this neighborhood. Existing single family housing is being upgraded, and there are a number of rentals, which contribute to ongoing housing availability. The last thing this neighborhood needs is more traffic and more high density development. More development would also exacerbate the already difficult situation of access to this neighborhood from West Third Street, as the neighborhood is so close to Highway 37/69. More development would also create more traffic problems for the fire station directly beside the neighborhood. Rezoning to prohibit multifamily housing in this area is a great ideal.

Rezoning to prohibit multifamily housing in this area is a great idea! Jeff Goddin

330 N. Johnson Avenue Bloomington, IN 47404

From:	N A Jones
То:	Planning Office
Subject:	REZ-25-1 and REZ 25-2 and REZ 25-3
Date:	Wednesday, March 19, 2025 7:16:33 PM

Some people who received this message don't often get email from najones1174@gmail.com. Learn why this is important <<u>https://aka.ms/LearnAboutSenderIdentification</u>>

Dear Members of the Plan Commission,

I would like to submit a comment regarding the REZ-25-1 Sunset Hill Rezone petition from HD to RES and the REZ 25-2 and REZ 25-3 Maple Grove Baby Farms HD to RES petitions presented last night to the Monroe County Planning Commission as a member of the public.

While I support all three of the rezoning petitions presented last night, I do think the County has a certain responsibility to provide more accurate survey work in such cases when there may be many variances required as a result of the rezoning. The fact that no reliable mapping data is available at the necessary scale to determine whether or not these owners of these small properties will face survey costs for variance applications is concerning. Part of the historic significance of these areas lies in the details of their morphology--as in the documented pattern of siting the houses close to the road. This is part of the particular cultural landscape pattern residents value and which should be valued by the community as a whole as the expression of an important piece of Monroe County history. The precise setback footage is important. The amount of paved area inside the frontage is important to know if it is to be preserved or to the contrary, prevented.

Evidently these two neighborhoods have gone through a lot of inconsistent oversight, first of neglect (reminds me of Miller Drive) and then bureaucratic changes and uncertainty over the years. The zoning ambiguities probably relate to the economic marginality of the neighborhood (and to the informality of the neighborhood's early origins which is characteristic of working-class rural developments), and to the fact that the area was not enveloped by development until recently when development leapfrogged over the neighborhoods with the building of the 37 by-pass/I-69 corridor. The residents' opposition to annexation seems to reflect a sense of powerlessness to control the character of their neighborhood in the wake of tremendous development pressure to urbanize. I think the County should undertake a survey of record for the area rather than leaving it to individual home owners to pay for such survey work when they want to do work on their properties, particularly changes in the frontage area of their property.

I will also comment that the historic overlay district is a kind of social contract, not just protection for individual residents of Sunset Hill. In designating the neighborhood as having historical significance in terms of architecture and cultural landscape, the county is also preserving something for the county as a whole--this neighborhood should be made known to the county as a whole as an important element of community history and should have some interpretive spaces and/markers so that Monroe County residents who do not live there can visit it and at least be able to perceive its boundaries and unique features. I see this point as a response to the remarks of Commissioner Henry in his remarks opposing the petition. There is a social and cultural good to be shared with the Monroe County community as a whole that stands beyond any personal benefits accruing to the current residents, and both the County and the residents should support active interpretation of the overlay district. In other words, the residents should support County efforts to demarcate and interpret their neighborhood. Ideally, this would be made explicit in any Historic Overlay District ordinance.

My last point concerns the environmental distinctiveness alluded to by some of the public comments and commissioner comments. I don't know all the particulars, but Sunset Village and Maple Grove Baby Farms have significant karst features and occupy a sensitive area in the areas designated as part of the critical watershed. In their current state (even with septic systems), these low-density neighborhoods do not pose a significant threat to the watershed and further costly mitigation work for stormwater management and groundwater protection doesn't seem necessary as it would be with high density development. Also, with their large amount of managed green space, these neighborhoods furnish ecosystem services that would be eliminated by high-density development of the type I

observed in the large-scale apartment complexes nearby.

Thus with my caveat about precision of parcel data I support both the historic district overlay and the downzoning of Sunset Hill and Maple Grove Baby Farms from HD to RES.

Thank you for considering my comments.

Sincerely,

Nancy A. Jones 1005 S. Rogers St. Bloomington, IN 47403 najones1174@gmail.com <<u>mailto:najones1174@gmail.com</u>>

ADDITIONAL LETTERS SUBMITTED

From:	Gena May
То:	Jacqueline N. Jelen
Cc:	Shawn Smith; Jet van Aardt; Gena May
Subject:	Re: Maple Grove Baby Farms Rezone - 215 N Johnston
Date:	Monday, April 7, 2025 2:51:48 PM

You don't often get email from gena@trgresorts.com. Learn why this is important

Thank you for the information Jackie. I will put the meeting for April 17th on my calendar and will be in attendance representing TRG Resorts and the Bloomington property Maple Grove Baby Farms rezone plan.

Shawn - This rezone has the potential to affect our business, our property, a Manufactured Home community, named Blooming Meadows. Our property was granted an exception to not include our property (215 N Johnston Ave) in the rezone request, which we appreciate. We know that there are laws on the books that would allow us to replace home for home in our community should a need arise in the future, and our priority is to ensure that this remains the case or our business would suffer financially due to the loss of an income producing home site.

I am representing TRG Management to ensure that our voice is heard and while we understand that several of our neighbors support the rezone planning being discussed, we need to ensure that our particular property continues to operate in the future as it does today and is not part of the rezoning realignment. Our little community continues to flourish and participate in the little "village" area of Maple Grove Baby Farms and we wish it to continue to stay that way, we need the County Commissioners to understand the importance of keeping this exception for our property in the ruling.

I appreciate your time and would like this letter to be submitted on TRG's behalf for the meeting.

Respectfully,

Gena R May Senior Regional Manager The Requity Group

Phone: 813-761-9003 Email: Gena@TRGResorts.com TRGResort.com | TRGLiving.com PO Box 173089, Tampa, FL 33672



Better business. Better community.

Memo: Monroe County Plan Commission Rezoning Proposals – March 18, 2025

To: Chamber Advocacy Council From: Christopher Emge Date: March 14, 2025 Subject: Overview of Rezoning Proposals

Key Points:

- **Rezoning Proposals:**
 - 1. REZ-25-1: Sunset Hill Rezone
 - Location: Perry Township, 100 parcels (64.44 acres) along Cory Lane, Wylie Street, and Bloomfield Road.
 - Current Zoning: High-Density Residential (HD)
 - **Proposed Zoning:** Residential (RES)
 - Impact: This shift to lower-density residential reduces housing options in an area that would benefit from higher-density development.
 - 2. REZ-25-2 & REZ-25-3: Maple Grove Baby Farms Rezone
 - Location: Bloomington Township, 135 parcels along Johnson Avenue and **Evergreen Drive.**
 - Current Zoning: High Density Residential (HD)
 - **Proposed Zoning:** Residential (RES)
 - Impact: Reduces the potential for more compact housing development that could accommodate a growing population in the area.

Chamber's Stance on Pro-Density Growth:

Chamber's Position on Downzoning and Growth

Commitment to Responsible Growth

- Focus on sustainable, pro-growth policies that foster economic vitality, expand housing opportunities, and meet long-term community needs.
- Concern over proposed downzoning in annexation areas 3 and 4, shifting from high-density to lower-density zoning.
- Risk: Limits affordable, diverse housing options in areas primed for growth.
- Support for Higher-Density Housing
 - Rising demand for housing requires higher-density zoning to meet needs for working families, retirees, and affordable housing.
 - Lower-density zoning reduces flexibility, limits multifamily and mixed-use projects.



• Chamber believes Monroe County **must increase housing density** in the urban fringe to address affordability challenges.

Urban Growth Area Needs

- Affected properties are within the **Urban Fringe**, intended for development and services (transit, sewer).
- Downzoning contradicts urban growth goals, contributing to **urban sprawl** and limiting sustainable development.
- Restricting development in these areas risks ineffective population management.

• Economic Implications

- Population growth leads to increased tax revenue, crucial for fiscal stability, especially after \$3.8 million in lost revenue and impeding state legislation in SB1
- Maintaining development opportunities in annexed areas will support revenue growth and infrastructure funding.
- Encourages economic growth by attracting businesses and boosting local investments.