



**MONROE COUNTY BOARD OF COMMISSIONERS AGENDA  
CITY COUNCIL CHAMBERS, 401 N. MORTON ST.  
BLOOMINGTON, INDIANA**

**June 29, 2012  
9:00 a.m.**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

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**IX. ADJOURNMENT**



**MINUTES**  
**MONROE COUNTY BOARD OF COMMISSIONERS**  
**JUNE 15, 2012**  
**CITY COUNCIL CHAMBERS**  
**401 NORTH MORTON STREET**

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The Monroe County Commissioners met in a regular meeting on June 15, 2012, at 9:00 a.m. with the following members present: Iris Kiesling, Vice President; and Patrick Stoffers, Member. Also present: Bill Williams, Director of Public Works; Jeff Cockerill, County Attorney; Jason Carnes, Commissioners' Administrator; Steve Saulter, Financial Director; and Marilyn Stonecipher, Deputy Auditor.

Not present: Mark Stoops, President; Amy Gerstman, Auditor.

**CALL TO ORDER**

The meeting was called to order by Iris Kiesling.

**PLEDGE OF ALLEGIANCE**

**I. PUBLIC COMMENT**

(Kevin Enright, County Surveyor) I want to speak about the risk factors of Indiana being chosen as a host site for the nation's radioactive waste. This calls to mind Aesop's fable about the boy who cried wolf and the moral of that story is that it is imperative to speak the truth to the public to maintain credibility and to not arise fears falsely.

Recapping the fourth installment, this was about Exelon Corporation, America's largest nuclear corporation headquartered in Chicago and its close ties with the Obama administration and also with their newest member of the Board, Admiral Richard Mise. Admiral Mise had previously worked as commander of STRATCOM, the Strategic Command post for the deployment of America's nuclear arsenal globally. When Admiral Mise retired he became an executive officer with SAIC Corporation which is our new neighbor located at the Crane West Gate Technology Park. When President Obama called for America to take on the challenge of a new generation of nuclear power plants in his State of the Union address, part of that was the establishment of the Blue Ribbon Commission to deal with nuclear waste and one of his appointees was John Rowe, the CEO of Exelon Corporation. The recommendation was to establish regional interim storage facilities and probably at a defense military installation. This is also reflected in the Government Accountability Office's report to Congress where

they were recommending interim storage facilities as an alternative to the Yucca Mountain, an economic alternative to Yucca Mountain.

Now also consistent with the Blue Ribbon Commission, the general accounting office, all they leave us with is just general vague maps with no specificity, no analysis, with a possible location for these facilities. There is a general stick figure in the Department of Energy's report what an interim storage facility would entail and this is a 400-acre mock up of what a regional facility would look like. This would probably be coupled with a nuclear fuel recycling center and this gets into one of the issues with the new generation. America has not built any nuclear power plants since the 70s. We are first-generation plants and the use of the fuel only uses four percent of the potential energy within the fuel rods. Ninety-six percent is still within the fuel cells. In GE's plan they don't talk about this spent fuels as waste. You know it is a valuable resource that they want to tap into. This gets into the merger of GE with Hitachi Corporation and their line of new generation power plants. This goes into their plants in Japan which were like the poster child for the new generation of nuclear power.

When I gave my presentation to the GIS conference last March, it was a week later that the earthquake and tsunami hit Japan and there was the fallout from the impacts to the nuclear power plants there. I had already been studying Japan and particularly the Richosho Reprocessing Plant because instead of getting stick figures we can get analysis of a real world waste treatment and nuclear waste reprocessing facility. This is the Richosho Plant in Japan and just going through the perimeter getting analysis of the size of this. America produces 3-1/2 times more spent fuel than Japan does so our facility would probably be three times larger than the Japan plant. So we are not at the mercy of the Federal Government in being able to do analysis of what are the requirements for locating a regional interim storage facility. My map is probably unique in the United States, this is the first of its kind that has been published and so I get the naming rights for it. You know, instead of like an interim storage facility, some innocuous-sounding thing, let's call it what it is. This is a radioactive waste and reprocessing complex so I call it RAWREC. What we see in the measuring, there are the different layers, you can score the different layers in that Indiana becomes the ideal place for locating one of these facilities.

I will go in more of these layers and what the selection process looks like our next installment. So thank you. But at the last point, what we see with this map is that Indiana is surrounded by wolves and the largest wolf owns 100 square miles of real estate right next door to Monroe County. Thank you.

(Steve Saulter, Financial Director, Auditor's Office) The Auditor's office would like to announce that we've completed another project. All County Ordinances and Resolutions going from 1989 to current are now on our website. You can go to the website and find it there. We are planning on keeping that updated to the point that you can view Ordinances and Resolutions almost immediately after they have been approved.

(Kiesling) Good job, interesting, thank you. Now we have instant information. It's good. Whose website is in on, the Auditor's or the County's? It should be on the County's.

(Marilyn Stonecipher, Deputy Auditor) It is. It is on the County website. You can get there from the main County webpage which is [www.monroe.co.in.us](http://www.monroe.co.in.us) and on the left-hand side there is a drop-down box that says "I want to", just choose "look up ordinances and resolutions" and you will be able to find them there. Each one is in a folder by year.

(Kiesling) Okay, very good, Marilyn. Thank you very much, we appreciate that.

(Stonecipher) You're welcome.

(Farin Livingston, Chief, Bloomington Twp. FD) Right now I'm representing as President of Monroe County Fire Chiefs' Association. Due to the fact of the way the weather has been and everything we got together and are asking the Commissioners to give us a burn ban for the County because it is getting really, really dry and we're starting to get a lot of runs coming in. We've already had a lot of mulch fires around businesses where people walk in a flip [their cigarette butts]. The median strips are starting to catch on fire now.

(Kiesling) I mentioned it to somebody yesterday and coming in this morning I was thinking I would ask somebody about that and find out if we needed to do that. We can contemplate that this afternoon?

(Stoffers) Yes.

(Kiesling) Jason and Kevin, we need to put this into place this afternoon after this meeting. Is there anything that you have comment on?

(Kevin Dogan, County Attorney) I think you may, as acting President, sign it.

(Kiesling) Okay so we will get that done. I was going to mentioned something about that actually because I had seen something on the news last night that just a small spark or a little bit of lightening or a cigarette had started some small fires and small ones can become big ones as you all know. There is the big one that is in Colorado which is only 10% contained at this time and there are acres and acres of land that are being destroyed as a result. They have a lot of vegetation as do we but we also have a lot of property that could be affected by this.

(Dogan) It is my recollection that a burn ban instituted by President of the Commissioners has a limited duration and since the Commissioners don't meet again for another two weeks, it might be useful if you had a motion and voted in support of a burn ban in case that the burn ban by the President's action alone wouldn't extend long enough because we don't know how long we're going to need to extend it.

**Stoffers made a motion to approve a burn ban for Monroe County of unlimited duration. Kiesling seconded. Motion passed by a unanimous voice vote.**

(Kiesling) Farin would you please let us know if we need to continue this?

(Livingston) We get our information through the Department of Natural Resources. Fire Control Headquarters is out of Morgan-Monroe State Forest and that is the number one fire controller for the State of Indiana so we've got a pretty good direct lead and they've taken moisture samples out of Morgan-Monroe and it is super dry right now. They have crews actually standing by on-call because they've been running so hard. They keep us updated.

(Kiesling) Will you let us know when we can lift it?

(Livingston) Yes. Anytime that it rains they take a moisture content because a lot of times it is just a quick run off and doesn't get a good soaking rain. Just because it rains doesn't mean that the danger is over.

(Kiesling) That is why I would like you to let us know.

(Livingston) We will keep you updated.

## II. APPROVAL OF MINUTES

A. May 18, 2012

B. June 1, 2012

**Stoffers made a motion to approve the Minutes. Kiesling seconded. After a call for public comment, Kiesling called the question. Motion passed by a unanimous voice vote.**

## III. APPROVAL OF PAYROLL AND CLAIMS

**Stoffers made a motion to approve payroll and claims. Kiesling seconded.**

(Steve Saulter, Financial Director) Today Commissioners we are asking you to approve the following: Our payroll and payroll-related claims are \$1,550,509.48; our vendor claims are \$26,241,899.70; for a grand total of \$27,792,409.18.

(Kiesling) Now explain to the public why we are distributing \$26 million which is not the normal thing to do.

(Saulter) We have our normal June COIT money of \$2,095,695.25. We have also advanced money out to the other units, our property tax advancements, that totaled \$22,866,673.36, and our normal vendor claims were \$1,279,567.09.

(Kiesling) Thank you. I'm sure that the local units are going to be very pleased to receive that money so they can do their work.

**After a call for public comment, Stoffers called the question. Motion passed by a unanimous voice vote.**

**After a call for public comment, Kiesling called the question. Motion passed by a unanimous voice vote.**

## IV. REPORTS

A. County Treasurer's Monthly Report for April 2012

**Stoffers made a motion to accept the report. Kiesling seconded. After a call for public comment, Stoffers called the question. Motion passed by a unanimous voice vote.**

V. **PROCLAMATIONS**

None.

VI. **NEW BUSINESS**

A. **Ratification of Agreement Between Monroe County Health Department, Futures Clinic and Purdue University, Healthcare TAP Regarding Electronic Health Records**

**Stoffers made a motion to ratify the agreement. Kiesling seconded.**

(Penny Caudill, Administrator, County Health Dept.) Good morning. The agreement that you have before you is for technical assistance with Purdue University's Healthcare Technical Assistance Program, Healthcare TAP. They will help us as we move into electronic health records to achieve what the Federal Government refers to as "meaningful use." Our funder for Title X, Family Planning Funds, come from Indiana Family Health Council and they have arranged for all the Indiana clinics to have this agreement with Healthcare TAP so that we have the technical assistance to achieve "meaningful use" and with meeting that standard, of course, we want to always be the best we can be with anything that we're taking on but the other side of it, there are financial incentives attached to reaching "meaningful use." So this not only helps us achieve gold standard in what we're doing but also could mean additional dollars for us.

(Kiesling) That is the question I wanted to ask, is there any money attached to this?

(Caudill) There is no money *per se* for us. There is money in incentives for reaching "meaningful use" that could mean dollars coming to the clinic for achieving that.

**After a call for public comment, motion passed by a unanimous voice vote.**

B. **Agreement with Koorsen Fire and Security Regarding Fire Suppression System in the Courthouse Server Room**

**Stoffers made a motion to approve the agreement. Kiesling seconded.**

(Jason Carnes, Commissioners' Administrator) Good morning. This is a contract with Koorsen to purchase an installed Inergen fire suppression system that will go in the server room at the Courthouse. The cost is \$12,701. Inergen is a newer fire suppression that is much more environmentally friendly and I believe after five to ten minutes it is disbursed through the air and safe to re-enter the room.

(Stoffers) Source of funds to pay for this?

(Carnes) Out of the same pot of money we paid for the other Courthouse expenses.

(Stoffers) The Bond Fund.

After a call for public comment, motion passed by a unanimous voice vote.

**C. Agreement with Otis Elevator Company for Maintenance of the Elevators and Escalator in Various County Buildings**

**Stoffers made a motion to approve the agreement. Kiesling seconded.**

(Carnes) This is a five-year contract for maintenance of the elevators and escalator in the Courthouse, Zietlow Justice Center, Curry Building and the Showers Building. Then in 2013 we will also bring the Convention Center online into this contract as well. We were paying for all these contracts individually and Otis let us know about an opportunity to consolidate and save some money so we researched it and this is what we've presented.

(Kiesling) So the decision is that the Convention Center could come in next year?

(Carnes) Yes, I think it had something to do with the fact that they recently renewed their contract so we have to wait for it to get to a certain point before they can roll it into ours.

(Kiesling) Do all the elevators now have the Braille on them?

(Carnes) I will have to have our maintenance staff do an inventory to see.

After a call for public comment, motion passed by a unanimous voice vote.

**D. Agreement with Riggs Painting for the Office Areas of the Third Floor of the Courthouse**

**Stoffers made a motion to approve the agreement. Kiesling seconded.**

(Carnes) This contract is to do all the painting in the offices and conference room on the third floor of the Courthouse. The total cost is \$8,867.

(Stoffers) Same pot of money?

(Carnes) Yes.

After a call for public comment, motion passed by a unanimous voice vote.

**E. Agreement with Spray Foam Insulators for the Third Floor of the Courthouse**

**Stoffers made a motion to approve the agreement. Kiesling seconded.**

(Carnes) This is to provide insulation and sound reduction on the third floor of the Courthouse by the HR Department and where the County Council office is going to be. The total cost is \$2,399.75 and it will be coming out of the same pot of money we're doing everything else with at the Courthouse.



(Kiesling) One of the reasons for this is that one of these is right next to the restrooms and the restrooms have a lot of noise and doesn't give any privacy to anyone on either side.

**After a call for public comment, motion passed by a unanimous voice vote.**

**F. Contract with Indiana Door and Hardware Specialists, Inc., for North Showers Building**

**Stoffers made a motion to approve the contract. Kiesling seconded.**

(Carnes) This contract is to install five windows in the interior doors of the Showers Building. This will prevent people from possibly hitting each other as they go in and out of those solid doors. I think it will help with heating and cooling as well by being able to shut the doors to the stairwells and keep that air in there, as well as lighting, more light will be able to get through. The total price is \$1,425 and it will come out of Cum Cap Building Maintenance.

**After a call for public comment, motion passed by a unanimous voice vote.**

**G. Agreement with Gengee for Lighting Study at Zietlow Justice Center**

**Stoffers made a motion to approve the agreement. Kiesling seconded.**

(Ashley Skooglund, Grants Administrator) Good morning, Commissioners. This is for approval to have Gengee do a lighting study for us at the Zietlow Justice Center. As you know we are in the midst of an energy challenge with three schools and we, as Leaders of Today, are still very dedicated to maintaining and working toward our energy conservation and this is one more step forward that we would like for you to consider.

(Kiesling) I would hope that you have been talking to the Jail Commander about some of the stuff that is going on there because they had some tests done there and we talked about having some retrofitting of the lighting there so it would be more energy efficient.

(Skooglund) We're hopefully going to be combining the data. So we are not going to be doing any kind of redundancy.

(Stoffers) Source of funds?

(Skooglund) The Commissioners' Contract Services Fund.

**After a call for public comment, motion passed by a unanimous voice vote.**

**H. Ordinance 2012-22: Concerning Closure of a Monroe County Road Grade Crossing of a Railroad Right-of-Way**

**Stoffers made a motion to approve Ordinance 2012-22. Kiesling seconded.**

(Kiesling) This is for Elwren Road Runaround Crossing.

(Bill Williams, Director of Public Work) Good morning. We are requesting the Commissioners approve this Ordinance which will allow the permanent closure of the Elwren Road Runaround Crossing with the Indiana Railroad in the southwest part of the County. The reason is for safety purposes. Our office has been approached by the Indiana Department of Transportation and the Indiana Railroad about the problems with the crossing, mainly due to limited sight distance. In an effort to eliminate a potential accident, we are supportive of the closure request. The sight distance for southbound traffic at Elwren Road Runaround approaching the crossing is extremely limited due to the terrain and vegetation allowing for only a little more than 150 feet of sight distance. Ideally for that type of crossing you need 415 feet to adequately see the train and stop given the combination of train and vehicular speeds. It is currently controlled by stop signs and cross bucks. The existing intersection of this road and Elwren Road will be improved by widening the turning radii and the additional signage will also be put up to warn motorists of the additional traffic going into that intersection. Also, a turnaround will be constructed at the closure area. INDOT will reimburse the County for roughly 100% of this closure cost. It will probably be up to \$25,000 is what they will reimburse us. It is proposed to be closed on June 28<sup>th</sup>.

(Kiesling) Have the neighbors been notified?

(Williams) Yes they have. There are seven adjacent property owners affected by this closure. We received three phone calls. One gentleman's comment was "yay." He was real happy about it and another lady is extremely happy about it because the train horn won't go off at 1:00 a.m. when they cross through there. There was a lady concerned about delivery trucks and there are ways around the trestle.

(Stoffers) I think you noted that it is .64 mile, the detour?

(Williams) Yes.

**After a call for public comment, Stoffers called the question. Motion passed by a unanimous voice vote.**

## **VII. APPOINTMENTS**

None.

## **VIII. ANNOUNCEMENTS**

- Next weekend, June 23<sup>rd</sup>, a week from tomorrow, the Arts on the Square will be on the Courthouse lawn.
- Taste of Bloomington is also next weekend during the afternoon and evening hours at the Showers Plaza at 401 North Morton Street.

- The Monroe County Fair is accepting entries for the 2012 Fair. The Fair is July 28<sup>th</sup> through August 4<sup>th</sup>. Contact the Fair Office at 825-7439 or visit the Extension Office at 3700 South Walnut for more information.
- July 4<sup>th</sup> there is a parade downtown at 10:00 a.m.
- The next Commissioners' meeting is Friday, June 29<sup>th</sup>, in City Hall at 9:00 a.m. The meeting was adjourned at 9:40 a.m.

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The Minutes from the Regular Session of the Monroe County Commissioners held June 1, 2012, were approved on June 15, 2012.

Monroe County Commissioners

Ayes:

Nays:

\_\_\_\_\_  
Mark Stoops, President

\_\_\_\_\_  
Mark Stoops, President

\_\_\_\_\_  
Iris Kiesling, Vice President

\_\_\_\_\_  
Iris Kiesling, Vice President

\_\_\_\_\_  
Patrick Stoffers, Member

\_\_\_\_\_  
Patrick Stoffers, Member

Attest:

\_\_\_\_\_  
Amy Gerstman, Monroe County Auditor



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

**DIVISION OF WEIGHTS AND MEASURES**  
 2525 North Shadeland Avenue, STE D3  
 Indianapolis, IN 46219-1791  
 (317) 356-7078

**Inspector:** Scott Sowder **Jurisdiction** Monroe **Month of** May 16 - Jun 15 2012

**STATISTICAL**

INSPECTION ACTIVITIES	Correct	Rejected	Confiscated	Total
<b>SCALES</b>				
Vehicle -State Police				
Vehicle -State Inspection				
Vehicle -City or County				
Railroad Scales				
Belt Conveyor Scales				
Livestock Scales				
Portable & Dormant Scales	2			2
Hopper Scales				
Computing Scales	9	1		10
Suspension Scales				
Prescription Scales				
Gram Scales				
Non-Commercial Scales				
Miscellaneous Scales				
<b>MEASURING DEVICES</b>				
LP Gas Meters				
Vehicle Truck Meters				
Gasoline, Kerosene, Diesel Meters	350	45		395
High Flow Diesel Meters				
Mass Flow Meters				
Taxi Meters				
Timing Devices				
<b>CALIBRATIONS AND TEST</b>				
Commercial Weights				
Prescription Weights				
Wheel Weighers				
Test Weights				
Liquid Measures				
Linear Measures				
Standard Containers				
Miscellaneous				
<b>OTHER ACTIVITIES</b>				
Packages Checked				
Packages Controlled				
LP Gas Cylinders				
Octane samples				
Measuregraphs				
Misc. Determinations				
<b>GRAND TOTAL</b>	<b>361</b>	<b>46</b>		<b>407</b>

**NARRATIVE**

(Explain Miscellaneous Tests and Activities.)

**Fuel dispensers**

I spent most of the month doing fuel dispensers. Most of the dispensers I rejected were for minor issues ( cracked discharge hoses, display issues.) However, I did have to red tag 4 dispensers for being under and rejected 6 dispensers for being over the accepted tolerance limit. Most dispensers rejected have been repaired. I hope to have most fuel dispensers completed by the middle of July.

**Farmers Market**

I spent another Saturday at the market this month. I am finding fewer issues this year than last year. Not every vendor is there every weekend but I hope to have all vendors in full compliance by the end of this season.

**Large Vehicle Scales**

I spent some time this month working with Mike Miller from the state on our vehicle scales in Monroe County. Only 4 passed out of the 7 that we have inspected so far. I will be following up on the ones that failed this week.

**FILED**  
 JUN 18 2012

*M*  
 Auditor Monroe County, Indiana

**MONTHLY REPORT - CLERK OF THE CIRCUIT COURT**

Required by IC 33-17-2-8

**MONTHLY REPORTS MAY 2012**

Charges:

1	Fees payable to the State	\$	802,932.45
	JC - Reimbursements	\$	-
	FSSA Support		
2	Fees payable to the county	\$	206,315.37
3	Bank Discrepancy	\$	2,587.95
4	Trust Funds (Bonds/Other)	\$	1,089,286.27
5	Trust, Refunds	\$	925.18
6	Trust, Judgment Collections	\$	14,334.23
	ISETS Child Support Collections	\$	14,141.98
	Cash on Hand		500.00
7	<b>Total Charges</b>	<b>\$</b>	<b>2,131,023.43</b>

Credits

8	Certificate of deposit		
9	Certificate of deposit		
10	Certificate of deposit		
11	Monroe County Bank Account		2116381.45
	Monroe Bank Account - Ledger		
	Old Judgment Collections		
	ISETS Child Support	\$	14,141.98
12	Subtotal: Daily Balance Record (Lines 8-11)		
13	ISETS Monthly Clerk's Support Record	\$	-
14	<b>Total Depository Balances as shown by Records</b>	<b>\$</b>	<b>2,130,523.43</b>
15	Investments on Hand at the close of business	\$	-
16	Cash in office at the close of business	\$	500.00
17	<b>Total</b>	<b>\$</b>	<b>-</b>
18	Cash Short		
19	Cash Long		
20	<b>PROOF (Line 7)</b>	<b>\$</b>	<b>2,131,023.43</b>

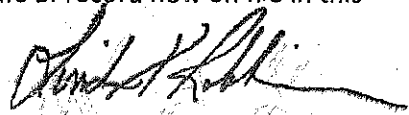
**FILED**  
JUN 19 2012

*Mr* 14  
**Auditor Monroe County, Indiana**

21	Balance in All Depositories	\$	2,601,191.09
22	Deduct: Outstanding Checks	\$	(515,344.37)
23	<b>Net Depository Balance</b>		

24	Deposits in Transit	\$	44,291.58	
25	Bank Fees	\$	30.00	
26	Interest			
27	Miscellaneous Adjustments (explain fully)	\$	(381.85)	
28	Participant recoupments	\$	520.00	
29	Agency recoupments	\$	216.98	
30	Balance in all Depositories (line 14)	\$	2,130,523.43	\$ 2,130,523.43
31	PROOF			

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



(SEAL)

Clerk, Monroe Circuit Court

ISETS: Over \$406.20	-406.20
Adjustment for ACH items in transit	208.71
Stale dated/reissued checks cashed	
Return items	30.00
Other Adjustments	-214.36 :98.22 voids,116.14 fee
Total Misc Adjustments	-381.85

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

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

Month ending May 31, 2012

MONROE COUNTY

CHARGES:

Table with 2 columns: Description (lines 1-23) and Amount. Total Charges: \$ 118,974,751.96

CREDITS:

Table with 2 columns: Description (lines 24-33) and Amount. Total Credits: \$ 116,974,751.96

Table with 2 columns: Description (lines 34-38) and Amount. Total Credits: \$ 112,411,095.51

ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH:

Table with 2 columns: Description (lines a-d) and Amount. Total: \$ 1,000.00

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

Dated this 26th day of June, 2012

Catherine Smith
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.

FILED
JUN 26 2012

Auditor Monroe County, Indiana

STATEMENT OF DEPOSITORY BALANCES AT CLOSE OF MONTH

COUNTY TREASURER'S		Balance Per Bank Statements	Deposits in Transit (Add)	Outstanding Warrant-Checks (Deduct)	Balance Per Daily Balance Cash & Depositories
Required by IC 36-2-10-16 and IC 5-13	Chase 01 - Ck	\$0.00	\$0.00	\$0.00 *	\$0.00
	Chase 02 - Savings	\$3,706,067.73	\$0.00	\$439.97	\$3,705,627.76
	First Financial Bank 01 - Ck	\$73,055,165.44	\$3,414.62	\$0.00 *	\$71,482,289.32
			\$1,283.53	\$1,606,476.09 **	
			75,753.64	\$46,851.82	
	First Financial Bank 02 - PR	\$0.00	\$0.00	\$0.00 *	(\$308,889.80)
			\$0.00	\$14,920.63	
			\$0.00	\$293,969.17	
	First Financial Bank 03 - Sw	\$0.00	\$0.00	\$0.00 *	\$0.00
	First Financial Bank - MM	\$20,562,304.07	\$0.00	\$2,612.09 *	\$20,559,691.98
MONROE COUNTY Month ending May 31, 2012	German American 01 - MM	\$15,087,558.27	\$0.00	\$2,562.38 *	\$15,084,995.89
		\$0.00	\$0.00	\$0.00 *	\$0.00
	<b>Totals</b>	<b>\$112,411,095.51</b>	<b>\$80,451.79</b>	<b>\$1,967,832.15</b>	<b>\$110,523,715.15</b>

\* Interest  
 \*\* 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)

Date Originally Received	Received From	For	Date Returned	Returned by (Name of Depository)	Reason for Return	Amount
<b>Total</b>						

Note: If additional space is needed attach sheet giving above information for all items.





## **ENCOMIUM**

### **RECOGNIZING JEFF HOLLAND**

#### **MONROE COUNTY PURDUE EXTENSION DIRECTOR**

#### **4-H YOUTH DIRECTOR 1982-2012**

**WHEREAS:** Jeff Holland has been employed in the Monroe County Extension for more than twenty-five years, serving as an Extension Agent for 4-H youth development, an Extension Educator for the past 16 years, as well as County Extension Director since 2004; and

**WHEREAS:** Jeff has served his community by building lifelong relationships with 4-H'ers, their families and volunteers. It is not uncommon to see Jeff helping a former 4-Her celebrate an accomplishment, singing at their wedding or lending a hand during hard times.

**WHEREAS:** As Director of the Monroe County 4-H Youth Development Programs since 1986, Jeff has provided countless young people with valuable learning experiences through camps, state and national field trips, leadership experiences, and exhibition opportunities at the state and local level; including

4-H Jr. Leaders, Indiana 4-H Band and Chorus, 4-H Adult Leaders, Operation Military Kids, Completion trips to Chicago, St. Louis and New York, Gang Awareness Workshops and Citizen's Academy; and

**WHEREAS:** Jeff has received numerous National, State and Local Awards, including:

National Association of Extension 4-H Agents Distinguished Service Award, NAE4-HA National Meritorious Award, Five time Indiana 4-H Foundation Award for youth programming, 4 time Indiana Extension Education Association award winner, and the USDA Regional Award for Community Systemwide Response focusing on gangs; and

**WHEREAS:** Jeff is the current President-Elect of the National Association of Extension 4-H Agents and has served in various capacities of leadership in the NAE4-HA and the Indiana Extension Education Association and including:

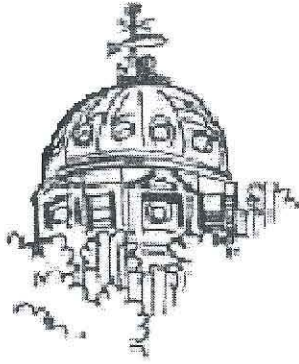
Indiana Extension Educator President, IEEA Secretary and Vice President, Secretary and Vice President to the IEEA Youth Section, IEEA Youth President, Elected chairman of New Educators, Interest and Budget/Audit Committees, member of Awards, Interest, Technology, New Educators, Professional Improvement and Budget/Audit Committees; and

**WHEREAS:** Jeff believes in the importance of recognizing the achievements of all 4-Hers, including youth, parents, adult leaders, and volunteers, and this has left a lasting impression on a generation of local youths; and

**NOW, THEREFORE, BE IT RESOLVED** by the Monroe County Board of Commissioners that we recognize and thank JEFF HOLLAND for his dedication to Monroe County Government, the Monroe County Purdue 4-H Extension Office, and the Citizens of Monroe County.

**PROCLAIMED THIS TWENTY-NINTH DAY OF JUNE, TWO THOUSAND AND TWELVE**

**THE MONROE COUNTY BOARD OF COMMISSIONERS**



**MONROE COUNTY BOARD OF COMMISSIONERS**  
**REQUESTED AGENDA INFORMATION FOR THE COMMISSIONER'S MEETINGS**

TITLE OF ITEM THAT APPEARS ON THE COMMISSIONER'S AGENDA: Ordinance 2012-27  
Amendment to personnel policy on nepotism

- THE COMMISSIONERS WILL NOT ACCEPT THIS ITEM FOR THEIR BOARD OF COMMISSIONERS' MEETING IF THE EXECUTIVE SUMMARY IS NOT WRITTEN.

EXECUTIVE SUMMARY: Recent amendments to the state code require local governments to adopt Anti-Nepotism policies with respect to hiring, promotion & employment. Monroe County adopted an Anti-Nepotism policy in 2005. This ordinance, if adopted, would ensure that the county's Anti-Nepotism policy complies with the minimum policy standards required by state code. County compliance must be certified to the DLGF, by way of the SBOA. The DLGF will not approve a budget for a local government that has not adopted an Anti-Nepotism policy as required by state code. The Board of Judges and the Prosecutor have given verbal approval to the proposed amendments.

DATE ITEM WILL APPEAR ON THE COMMISSIONER'S AGENDA: June 29, 2012

CONTACT PERSON: David B. Schilling PHONE NUMBER: 812-349-2525

PRESENTER AT COMMISSIONER'S MEETING (if other than contact person \_\_\_\_\_)

OFFICE/DEPARTMENT: Legal

HAS THE MONROE COUNTY LEGAL DEPARTMENT REVIEWED ITEM? Yes  No

**INFORMATION PERTAINING TO A GRANT**

1. CURRENT STATUS OF GRANT REQUESTED: (new or renewal \_\_\_\_\_)

2. AMOUNT OF GRANT MONIES THAT WILL BE AWARDED:

Federal or State? \_\_\_\_\_  
Local Match \_\_\_\_\_  
Total? \_\_\_\_\_

SIGNED: [Signature] DATE: June 26, 2012

(2 copies must be made: 1 given to Auditor's Office, 1 given to the Commissioner's Office)

ORDINANCE 2012-27

An ordinance to amend the Personnel Policy Handbook of Monroe County and the Tenth Judicial Circuit to incorporate the terms and provisions of Indiana Code 36-1-20.2 regarding the employment of relatives by a unit, i.e., nepotism in hiring.

WHEREAS, in 2005, Monroe County, Indiana, and the Tenth Judicial Circuit added an anti-nepotism policy ("Policy") to the Personnel Policy Handbook of Monroe County and the Tenth Judicial Circuit;

WHEREAS, effective July 1, 2012, Indiana General Assembly requires that all units adopt anti-nepotism policies consistent with those set forth in Indiana Code 36-1-20.2;

WHEREAS, certain amendments ("Amendments") have been proposed to the Policy to bring it into compliance with the terms and provisions of Indiana Code 36-1-20.2;

WHEREAS, the Board of Judges and the Prosecutor of the Tenth Judicial Circuit have reviewed and approved the Amendments; and,

WHEREAS, the Board of Commissioners of the County of Monroe, Indiana, have reviewed the Amendments and find that the adoption of the amendments would render the Policy compliant with the terms and provisions of Indiana Code 36-1-20.2, and would promote the public health, safety, general welfare, and convenience;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the County of Monroe, Indiana, as follows:

Section 1. The Policy, i.e., Section 3.9 of the Personnel Policy Handbook of Monroe County and the Tenth Judicial Circuit, shall be, and hereby is, amended to read as follows (for illustration purposes, deleted language is indicated by ~~strike through~~ and added language is indicated by underline):

**3.9 NEPOTISM**

Monroe County's policy is to hire, promote, and transfer employees on the basis of individual merit and to avoid any hint of favoritism or discrimination in making such decisions.

Monroe County prohibits its elected officials<sup>2</sup>, department heads<sup>2</sup>, and employees from hiring, for full-time, ~~part-time, temporary, intermittent, or hourly~~ employment, their relatives of any degree. Elected officials<sup>2</sup>, department heads<sup>2</sup>, and employees shall not manage and/or supervise a relative of any degree who his employed in any full-time position. ~~Any full-time~~ employee hired prior to ~~the passage of this policy on~~ April 29, 2005, shall not be affected by this provision,

unless the employee experiences a change in status after May 25, 2007. Any part-time, temporary, intermittent, or hourly employee hired prior to July 1, 2012 shall not be affected by this provision, unless the employee experiences a change in status after July 1, 2012. Examples of a change in status include, but are not limited to, a break in employment, a part-time employee becoming a full-time employee, and an employee transferring within a department or to another department within the County or Circuit. No A person may not be appointed to a Monroe County Board or Commission may be if the person is a relative to of any member of the appointing body.

For each person hired and for each employee who experiences a change of status, the elected official, department head, or employee who makes the hiring or change of status decision, shall complete the Nepotism Policy Compliance Form, and shall file the completed form with the Human Resources Director, within one (1) week of the hiring or change of status event. Additionally, elected officials shall complete and file an Annual Certification Form with the Board of Commissioners between December 15<sup>th</sup> and December 31<sup>st</sup> of each year of the official's term.

It is the intent of this policy to fully comply with Indiana Code 36-1-20.2, the terms and provisions of which are incorporated into this policy by reference. Where a term or provision set forth above differs from the incorporated terms and provisions of Indiana Code 36-1-20.2, the more restrictive or limiting term or provision shall take precedence.

This section does not apply to precinct election workers (election inspectors, judges, poll clerks, assistant poll clerks, and election sheriffs).

Section 2. The Nepotism Policy Compliance Form of the Personnel Policy Handbook of Monroe County and the Tenth Judicial Circuit, shall be, and hereby is, the form attached hereto, and incorporated herein, as "Exhibit 1."

Section 3. The Annual Certification Form, Form of the Personnel Policy Handbook of Monroe County and the Tenth Judicial Circuit, shall be, and hereby is, the form attached hereto, and incorporated herein, as "Exhibit 2."

Section 4. This ordinance shall take effect upon adoption.

[end of page]

So adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by the Board of Commissioners of the County of Monroe, Indiana.

AYES

NAYS

\_\_\_\_\_  
MARK STOOPS, President

\_\_\_\_\_  
MARK STOOPS, President

\_\_\_\_\_  
IRIS KIESLING, Vice President

\_\_\_\_\_  
IRIS KIESLING, Vice President

\_\_\_\_\_  
PATRICK STOFFERS

\_\_\_\_\_  
PATRICK STOFFERS

ATTEST: \_\_\_\_\_  
AMY GERSTMAN, Auditor

# EXHIBIT 1

## NEPOTISM POLICY COMPLIANCE FORM

I, \_\_\_\_\_, an elected official/department head/employee of Monroe County, Indiana, or of Tenth Judicial Circuit of Indiana, hereby certify that:

1. On \_\_\_\_\_, 20\_\_\_\_, I hired or authorized a change in employment status of \_\_\_\_\_ (“the Employee”).
2. As a result of the foregoing action, the Employee shall work in the following office or department, in the following position: \_\_\_\_\_;  
\_\_\_\_\_.
3. To the best of my knowledge, the Employee is not related to me, to any degree.
4. The foregoing action will not result in a relative, of any degree, serving in a direct line of supervision by, or of, me.
5. I believe that the foregoing action is consistent with the terms and provisions of Section 3.9 of the Personnel Policy Handbook of Monroe County and the Tenth Judicial Circuit, and of Indiana Code Chapter 36-1-20.2.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Office or Department)

# EXHIBIT 2

## ANNUAL CERTIFICATION FORM

I, \_\_\_\_\_, the elected \_\_\_\_\_, of Monroe County, Indiana, or of Tenth Judicial Circuit of Indiana, being first duly sworn, affirm and certify, subject to the penalties for perjury, that, during the calendar year \_\_\_\_\_, I did not violated the terms and provisions of: Section 3.9 of the Personnel Policy Handbook of Monroe County and the Tenth Judicial Circuit; and, Indiana Code Chapter 36-1-20.2.

Dated this \_\_\_\_\_ day of December, 20\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Office)

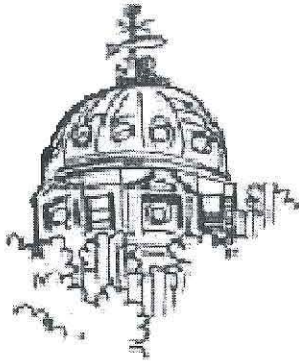
STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF MONROE    )

Sworn and subscribed before me, a Notary Public for the State of Indiana, this \_\_\_\_\_ day of December, 20\_\_\_\_. My Commission expires on \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(County of Residence)



**MONROE COUNTY BOARD OF COMMISSIONERS**  
**REQUESTED AGENDA INFORMATION FOR THE COMMISSIONER'S MEETINGS**

TITLE OF ITEM THAT APPEARS ON THE COMMISSIONER'S AGENDA: Ordinance 2012-28  
Procedures, ADA Standards, and Anti-Nepotism requirements for public works projects

- THE COMMISSIONERS WILL NOT ACCEPT THIS ITEM FOR THEIR BOARD OF COMMISSIONERS' MEETING IF THE EXECUTIVE SUMMARY IS NOT WRITTEN.

EXECUTIVE SUMMARY: Recent amendments to the state code require local governments to adopt Anti-Nepotism requirements with respect to public works projects. Additionally, the county is required to adopt ADA design and ROW standards. This ordinance, if adopted, would satisfy both the state and the ADA requirements. Additionally, the ordinance expressly adopts the statutory public works project procedures and requirements, as part of a new code chapter on public works projects. Compliance with the new state Anti-Nepotism requirements is a condition precedent to DLGF approval of the county's budgets.

DATE ITEM WILL APPEAR ON THE COMMISSIONER'S AGENDA: June 29, 2012

CONTACT PERSON: David B. Schilling PHONE NUMBER: 812-349-2525

PRESENTER AT COMMISSIONER'S MEETING (if other than contact person \_\_\_\_\_)

OFFICE/DEPARTMENT: Legal

HAS THE MONROE COUNTY LEGAL DEPARTMENT REVIEWED ITEM? Yes  No

**INFORMATION PERTAINING TO A GRANT**

1. CURRENT STATUS OF GRANT REQUESTED: (new or renewal \_\_\_\_\_)

2. AMOUNT OF GRANT MONIES THAT WILL BE AWARDED:

Federal or State? \_\_\_\_\_  
Local Match \_\_\_\_\_  
Total? \_\_\_\_\_

SIGNED: [Signature] DATE: June 26, 2012

(2 copies must be made: 1 given to Auditor's Office, 1 given to the Commissioner's Office)



Ordinance 2012-28

An ordinance to amend the Monroe County Code by the addition of Chapter 274 regarding public works project procedures, ADA standards, and anti-nepotism standards and procedures.

WHEREAS, Indiana Code 36-1-12-16 requires Indiana political subdivisions letting public works contracts to follow the procedures set forth and incorporated in Indiana Code Chapter 36-1-12;

WHEREAS, the Americans With Disabilities Act (“ADA”) requires local governments to adopt the ADA Standards for Accessible Design as part of their ADA transition plans;

WHEREAS, Indiana Code 36-1-21 establishes anti-nepotism standards and procedures that apply to public works projects; and,

WHEREAS, the Commissioners, find that expressly incorporating the foregoing required standards into the Monroe County Code would promote public awareness, convenience, and safety;

NOW THEREFORE, BE IT ORDAINED by the Commissioners as follows:

Section 1. The Monroe County Code shall be, and hereby is, amended by the addition of Chapter 274, which chapter shall read as follows:

**CHAPTER 274**

**PUBLIC WORKS PROJECT STANDARDS AND PROCEDURES,  
INCLUDING ADA ACCESSIBLE DESIGN STANDARDS, AND  
ANTI-NEPOTISM STANDARDS AND PROCEDURES**

**274-1. Public Works Projects Procedures**

The standards and procedures of Indiana Code Chapter 36-1-12 are hereby adopted by Monroe County, Indiana, and shall apply to all public works projects of Monroe County, Indiana (in addition to the standards and provisions of Monroe County Code Chapters 254, 266, and 275).

**274-2. Public Works ADA Standards**

The 2010 ADA Standards for Accessible Design and the proposed 2010 Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way are hereby adopted as standards of Monroe County, Indiana, and

shall apply to all public works projects performed by or on behalf of Monroe County, Indiana.

**274-2. Public Works Anti-nepotism Standards and Procedures**

The standards and procedures of Indiana Code Chapter 36-1-21 are incorporated into this Chapter by reference and shall apply to all public works contracts let by Monroe County, Indiana.

Section 2. This ordinance shall be effective upon adoption.

Ordained, passed, and adopted by the Board of Commissioners of the County of Monroe, Indiana, this \_\_\_\_ day of June, 2012.

AYES

NAYS

\_\_\_\_\_  
MARK STOOPS, President

\_\_\_\_\_  
MARK STOOPS, President

\_\_\_\_\_  
IRIS KIESLING, Vice President

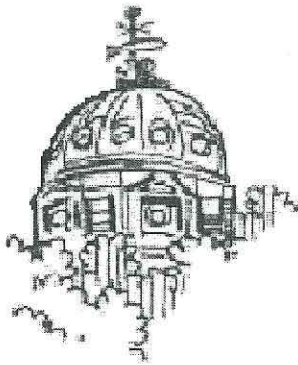
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IRIS KIESLING, Vice President

\_\_\_\_\_  
PATRICK STOFFERS

\_\_\_\_\_  
PATRICK STOFFERS

ATTEST:

\_\_\_\_\_  
AMY GERSTMAN, Auditor



**MONROE COUNTY BOARD OF COMMISSIONERS**  
**REQUESTED AGENDA INFORMATION FOR THE COMMISSIONER'S MEETINGS**

TITLE OF ITEM THAT APPEARS ON THE COMMISSIONER'S AGENDA: Ordinance 2012-29  
Amendment of MCC 266 to include Anti-Nepotism requirement.

- THE COMMISSIONERS WILL NOT ACCEPT THIS ITEM FOR THEIR BOARD OF COMMISSIONERS' MEETING IF THE EXECUTIVE SUMMARY IS NOT WRITTEN.

EXECUTIVE SUMMARY: Recent amendments to the state code require local governments to adopt Anti-Nepotism requirements with respect to purchasing supplies and services. This ordinance, if adopted, would ensure that the county purchasing procedures and requirements – set forth in MCC 266 – comply with the Anti-Nepotism requirements of the state code. Such compliance is a condition precedent to DLGF approval of the county's budgets.

DATE ITEM WILL APPEAR ON THE COMMISSIONER'S AGENDA: June 29, 2012

CONTACT PERSON: David B. Schilling PHONE NUMBER: 812-349-2525

PRESENTER AT COMMISSIONER'S MEETING (if other than contact person \_\_\_\_\_)

OFFICE/DEPARTMENT: Legal

HAS THE MONROE COUNTY LEGAL DEPARTMENT REVIEWED ITEM? Yes x No \_\_\_\_\_

INFORMATION PERTAINING TO A GRANT

1. CURRENT STATUS OF GRANT REQUESTED: (new or renewal \_\_\_\_\_)

2. AMOUNT OF GRANT MONIES THAT WILL BE AWARDED:

Federal or State? \_\_\_\_\_  
Local Match \_\_\_\_\_  
Total? \_\_\_\_\_

SIGNED: [Signature] DATE: June 26, 2012

(2 copies must be made: 1 given to Auditor's Office, 1 given to the Commissioner's Office)

ORDINANCE 2012-29

An ordinance to amend Chapter 266 of the Monroe County Code to incorporate the terms and provisions of Indiana Code 36-1-21 regarding purchases of supplies or services from relatives of the purchasing agent.

WHEREAS, effective July 1, 2012, Indiana General Assembly requires that all units adopt anti-nepotism policies consistent with those set forth in Indiana Code 36-1-21;

WHEREAS, certain amendments (“Amendments”) have been proposed to Monroe County Code Chapter 266 (Purchase of Supplies and Services) to bring it into compliance with the terms and provisions of Indiana Code 36-1-21; and,

WHEREAS, the Board of Commissioners of the County of Monroe, Indiana, have reviewed the Amendments and find that the adoption of the amendments would render the Policy compliant with the terms and provisions of Indiana Code 36-1-21, and would promote the public health, safety, general welfare, and convenience;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the County of Monroe, Indiana, as follows:

Section 1. Monroe County Code Chapter 266 shall be, and hereby is, amended by the addition of Section 17, which section shall read as follows:

**266-17. Anti-nepotism requirements**

- (A) All purchases of supplies and services shall be conducted in accordance with the terms and provisions of IC 36-1-21, the terms and provisions of which are incorporated in this section by reference.
- (B) Each year, between December 15<sup>th</sup> and December 31<sup>st</sup>, each elected official, department head, and employee who acts as a purchasing agent, shall certify to the Board of Commissioners, in writing, the purchasing agent’s compliance with this section and IC 36-1-21. The annual certification shall be made in the following form:

SECTION 266-17 ANNUAL CERTIFICATION FORM

I, \_\_\_\_\_, a purchasing agent for the following office or department of Monroe County, Indiana: \_\_\_\_\_, being first duly sworn, affirm and certify, subject to the penalties for perjury, that, during the calendar year \_\_\_\_\_, I did not violate the terms and provisions of Monroe County Code Section 266-17, and Indiana Code Chapter 36-1-21.

Dated this \_\_\_\_\_ day of December, \_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Office)

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF MONROE    )

Sworn and subscribed before me, a Notary Public for the State of Indiana, this \_\_\_\_\_ day of December, \_\_\_\_\_. My Commission expires on \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(County of Residence)

- (C) It is the intent of this section to require full compliance with Indiana Code 36-1-21. Where a term or provision set forth in this chapter differs from the incorporated terms and provisions of Indiana Code 36-1-21, the more restrictive or limiting term or provision shall take precedence.

Section 2. This ordinance shall take effect upon adoption.

So adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by the Board of Commissioners of the County of Monroe, Indiana.

AYES

NAYS

\_\_\_\_\_  
MARK STOOPS, President

\_\_\_\_\_  
MARK STOOPS, President

\_\_\_\_\_  
IRIS KIESLING, Vice President

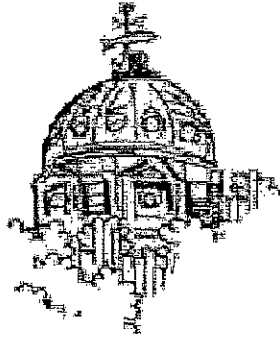
\_\_\_\_\_  
IRIS KIESLING, Vice President

\_\_\_\_\_  
PATRICK STOFFERS

\_\_\_\_\_  
PATRICK STOFFERS

ATTEST:

\_\_\_\_\_  
AMY GERSTMAN, Auditor



**MONROE COUNTY BOARD OF COMMISSIONERS**  
**REQUESTED AGENDA INFORMATION FOR THE COMMISSIONER'S MEETINGS**

TITLE OF ITEM THAT APPEARS ON THE COMMISSIONER'S AGENDA: \_\_\_\_\_  
Contract with Finline Printing Group for Mailing 2012 Form 11's

- THE COMMISSIONERS WILL NOT ACCEPT THIS ITEM FOR THEIR BOARD OF COMMISSIONERS' MEETING IF THE EXECUTIVE SUMMARY IS NOT WRITTEN.

EXECUTIVE SUMMARY: See attached Print Estimate.  
Print Estimate for the mailing of approximately 53,200 Form 11's \$11,569.85 + Postage

Postage estimate \$19,000 (based on 2011 costs with adjustment for postage increase for 2012)  
Finline Printing Group is unable to give an exact dollar amount for postage at this time. Postage  
Costs will be determined once the data file is provided to them.

DATE ITEM WILL APPEAR ON THE COMMISSIONER'S AGENDA: 06/29/2012

CONTACT PERSON: Judy Sharp PHONE NUMBER: 349-2703

LIST PERSON/PERSONS ATTENDING MEETING WHO WILL BE ADDRESSING THIS AGENDA ITEM.  
Judy Sharp

IS REQUEST "TIME SENSITIVE" OR IS THERE A DEADLINE, AND IF SO BY WHAT DATE?  
Time Sensitive- Asking for immediate approval so Form 11's can be mailed no later than July 18, 2012

OFFICE/DEPARTMENT: County Assessor

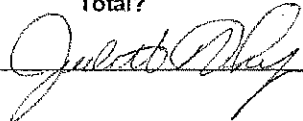
HAS THE MONROE COUNTY LEGAL DEPARTMENT REVIEWED ITEM? Yes  No

INFORMATION PERTAINING TO A GRANT

1. CURRENT STATUS OF GRANT REQUESTED: (new or renewal) \_\_\_\_\_

2. AMOUNT OF GRANT MONIES THAT WILL BE AWARDED:

Federal or State? \_\_\_\_\_  
Local Match \_\_\_\_\_  
Total? \_\_\_\_\_

SIGNED:  DATE: 06/20/2012

(2 copies must be made: 1 given to Auditor's Office, 1 given to the Commissioner's Office)

Lisa Surface

---

Subject: FW: Form 11 CRM:00670260



8081 Zionsville Rd  
Indianapolis, IN 46268  
317.872.4490  
Fax: 317.870.4410

## PRINT ESTIMATE #84409

6/1/2012

Judith Sharp  
Monroe County Assessor  
One City Center, Suite 108  
120 W. 7th St.  
Bloomington, IN 47404

Dear Judith:

Thank you for the opportunity to submit the following estimate:

**Description:** Form 11 Mailing  
**Pages:** 2  
**Finished Size:** 8.500 x 11.000  
**Paper Stock:** 55# offset  
**Composition:** Customer to supply electronic file  
**Proofs:** PDF  
**Printing:** Black  
**Finishing:** trim to size, fold, insert  
**Delivery:** mailing services  
**Quantity:** 53,200  
**Price:** \$11,569.85  
**Notes:** Multi-Pack option for maximum postage savings

**Notes:** Price is based on electronic files ready to output. Any problems with the file will be corrected at \$75 per hour. All changes in proofs, job specifications, delivery instructions or any alterations necessary to customer-provided files will incur an additional charge to the quoted price. Estimates are good for up to 30 days from the above date.

The number of copies may vary ten percent, more or less, and will be charged on credit pro rata. If overs are unacceptable, please inform us at the time this proposal is accepted.

**Terms:** Net 30 days upon credit approval. Please pay as promptly as possible. Any past due balance will be assessed a service charge of 1.5% on the unpaid balance. Indiana sales tax of 7% will be added to our invoice unless certification of exemption is given to us at the time this proposal is accepted.

**KEVIN WALTERS** | ACCOUNT MANAGER

KevinW@FinelinePrintingGroup.com | 317.872.4490 ext. 242



## FINELINE PRINTING CONTRACT

Agreement made the 29<sup>th</sup> day of June, 2012, between Fineline Printing Group, ("Contractor") and Board of Commissioners of Monroe County ("Board"). The Contractor and Board mutually agree as follows:

1. **Project.** The undersigned Contractor, having familiarized itself with the form 11 mailing requirements for the Monroe County Assessor, does hereby agree to provide all services and materials necessary to prepare, perform and complete the Project in a manner consistent with and in accordance with the Statutory and Assessors Requirements and details described in Exhibit A, and briefly summarized as follows: Printing and Mailing Form 11's.
2. **Term.** The project will commence as soon as practicable. Contractor shall work with Monroe County Assessor on the appropriate scheduling.
3. **Cost.** Upon completion of the work and submission of an invoice by the Contractor, and approval of the claim by the Board. Such invoice shall be based upon the estimate for 53,200 items sent at a cost of \$11,569.85 (approx 21 cents per item) plus actual cost of postage.
4. **Worker's Compensation.** Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the 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.
5. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.
6. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board of its employees.
7. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

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

8. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:
- Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
  - Contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists.
  - Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.
9. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
10. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
11. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana.

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

Fineline Printing Group  
"Contractor"

Board of Commissioners of Monroe County  
"Board"

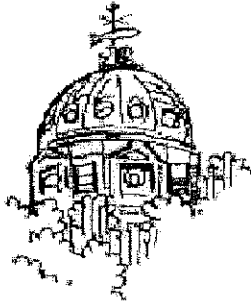
by Mary Kelly

\_\_\_\_\_

Date 6/25/2012

ATTEST: June 29, 2012

\_\_\_\_\_  
Amy Gerstman, Auditor



**MONROE COUNTY BOARD OF COMMISSIONERS  
REQUESTED AGENDA INFORMATION FOR THE COMMISSIONER'S MEETINGS**

TITLE OF ITEM THAT APPEARS ON THE COMMISSIONER'S AGENDA: Ordinance 2012-24  
Saidah Rezone from Estate Residential (ER) to Agricultural/Rural Reserve (AG/RR)

**THE COMMISSIONERS WILL NOT ACCEPT THIS ITEM FOR THEIR BOARD OF COMMISSIONERS' MEETING IF THE EXECUTIVE SUMMARY IS NOT WRITTEN.**

This rezone request covers one parcel, 2.0 acres in size, shown in the Staff Report. The parcel is developed with two single family homes. The property owner is asking to rezone the property to shift the lot line between this parcel and their adjacent parcel to the northeast, in order to shift one house onto its own lot. The owner mistakenly built both homes on the same lot.

During its meeting on May 15, 2012 the Monroe County Plan Commission considered petition #1204-REZ-05 for an amendment (Ordinance #2012-24) to the Monroe County Zoning Ordinance and made a positive recommendation to approve thereon, subject to one condition regarding timing of the lot line shift, based on the findings, with a vote of 8-0. The discussion focused on adjacent property uses, and the future build-out of I-69 close to the site.

DATE ITEM WILL APPEAR ON THE COMMISSIONER'S AGENDA: June 29, 2012

CONTACT PERSON: Katie Waldman PHONE NUMBER: X 2116  
Katie Waldman

PRESENTER AT COMMISSIONER'S MEETING (if other than contact person) \_\_\_\_\_

OFFICE/DEPARTMENT: Planning

HAS THE MONROE COUNTY LEGAL DEPARTMENT REVIEWED ITEM? Yes  No

**INFORMATION PERTAINING TO A GRANT**

1. CURRENT STATUS OF GRANT REQUESTED: (new or renewal) \_\_\_\_\_

2. AMOUNT OF GRANT MONIES THAT WILL BE AWARDED:  
Federal or State? \_\_\_\_\_  
Local Match \_\_\_\_\_  
Total? \_\_\_\_\_

SIGNED: Katie Waldman DATE: 6/22/12  
(2 copies must be made: 1 given to Auditor's Office, 1 given to the Commissioner's Office)

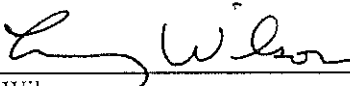
OFFICE OF  
MONROE COUNTY PLAN COMMISSION  
MONROE COUNTY GOVERNMENT CENTER  
501 N. MORTON ST., SUITE 224  
BLOOMINGTON, IN 47404

TO: THE COMMISSIONERS OF MONROE COUNTY, INDIANA

CERTIFICATION

I, Larry Wilson, hereby certify that during its meeting on May 15, 2012 the Monroe County Plan Commission considered petition #1203-REZ-01 for an amendment (Ordinance #2012-25) to the Monroe County Zoning Ordinance and made a positive recommendation to approve, based on the findings, with a vote of 8-0.

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



\_\_\_\_\_  
Larry Wilson  
Planning Director

6-22-2012

\_\_\_\_\_  
Date

ORDINANCE # 2012-24

Saidah Rezone from Estate Residential (ER) to Agricultural/Rural Reserve (AG/RR)

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

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

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

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

SECTION I.

The Monroe County Zoning Ordinance is amended to reclassify the following property ("Property"):

A part of the Northwest quarter of the Southeast quarter of Section 28, Township 10 North, Range 1 West, Monroe County, Indiana, described as follows:

Beginning at a point that is 914.43 feet South and 533.82 feet East of the Northwest corner of said quarter quarter section, said point also being the Southwest corner of the former Stogsdill farm; thence North 89 degrees 36 minutes 22 seconds East 295.16 feet; thence North 00 degrees 18 minutes 57 seconds West 295.16 feet; thence South 89 degrees 36 minutes 22 seconds West 295.16 feet; thence South 00 degrees 18 minutes 57 seconds East 295.16 feet to the point of beginning, containing 2.00 acres, more or less.

from Estate Residential (ER) to Agricultural/Rural Reserve (AG/RR).

SECTION II.

There is one condition of approval attached to this request:

- 1. Property owner must file, complete, and record a subdivision to adjust the lot line of the subject parcel to create a lot with one residence with a minimum of 2.5 acres of land, within 90 days of a decision on this petition by the County Commissioners.

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 29th day of June, 2012.

BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA

"Yes" Votes

"No" Votes

Patrick Stoffers, President

Patrick Stoffers, President

Iris F. Kiesling, Vice-President

Iris F. Kiesling, Vice-President

Mark Stoops, Member

Mark Stoops, Member

Attest:

Amy Gerstman, Monroe County Auditor

**PLANNER** Katie Waldman  
**CASE NUMBER** 1204-REZ-05  
**PETITIONER** Raymond Saidah  
**ADDRESS** 302 W. Saidah Rd  
**REQUEST** Rezone from Estate Residential (ER) to Agriculture/Rural Reserve (AG/RR)  
**ACRES** 2 acres ±  
**ZONE** Estate Residential  
**TOWNSHIP** Washington  
**SECTION** 28  
**PLATS** 73  
**COMPREHENSIVE PLAN DESIGNATION: Rural Residential**

**EXHIBITS**

1. Rezone Site Plan
2. Petitioner Rezone Request Statement

**PETITIONER'S REQUEST**

The petitioner is seeking to rezone the parcel, the small square-shaped parcel as shown on Exhibit 1, from Estate Residential (ER) to Agriculture/Rural Reserve (AG/RR).

**RECOMMENDATION**

Approve the rezone request based on the findings of fact, subject to the Highway & Drainage Engineers' reports and to the following condition:

1. File, complete, and record a subdivision to adjust the lot line of the subject parcel to create a lot with one residence with a minimum of 2.5 acres of land, within 90 days of a decision on this petition by the County Commissioners.

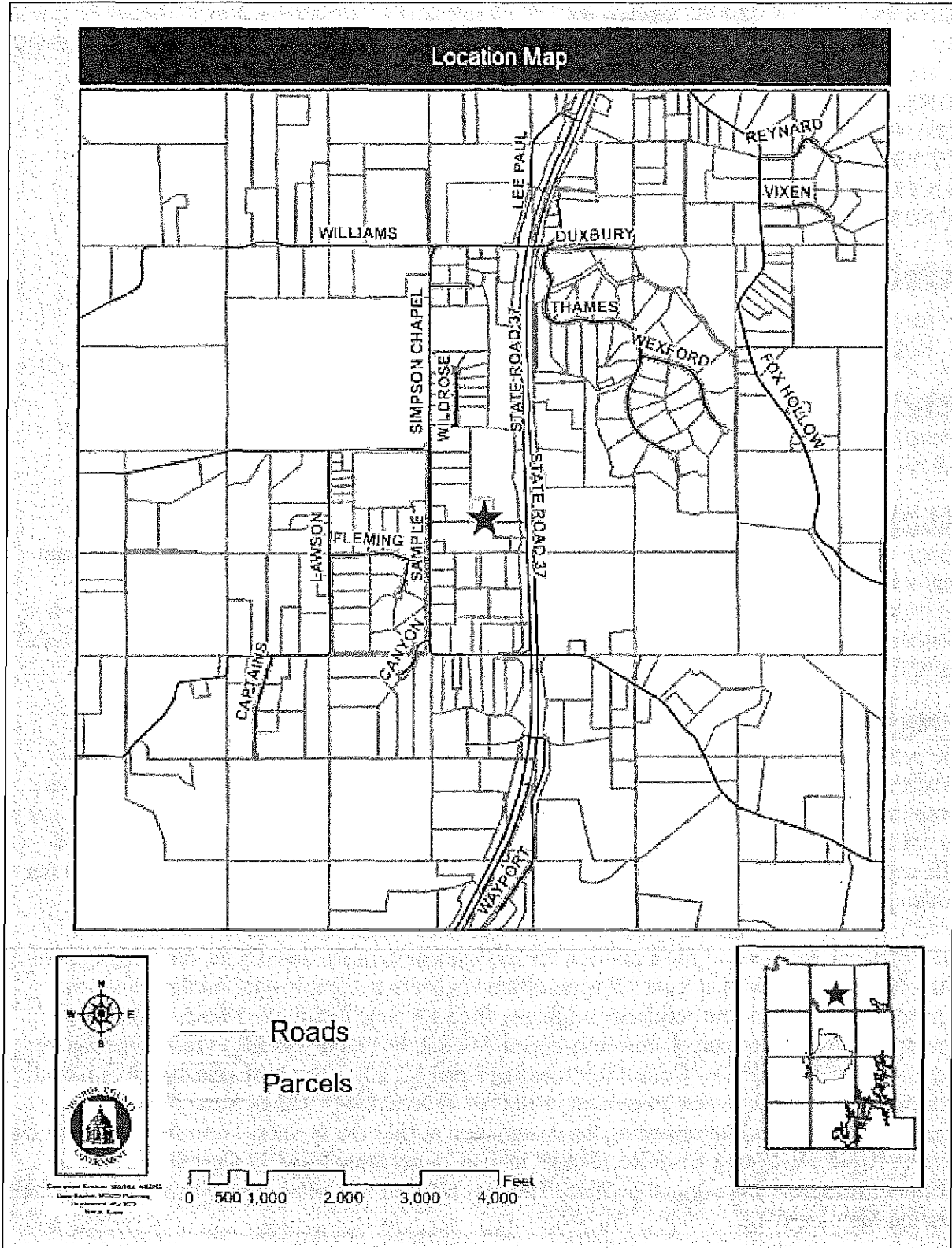
**SUMMARY**

The petitioner owns a two acre parcel zoned ER, upon which he states that he erroneously constructed two homes. The petitioner intends to bring his two acre property (zoned ER) into compliance with the zoning ordinance by adjusting the lot line between the petition parcel and the adjacent 15-acre AG/RR parcel to place each home on its own lot. Since each lot is in a different zoning district, the petitioner is seeking a rezone to achieve consistent zoning and not create split-zoned lots, in accordance with the Planning Director's policy.

The petitioner will need to file a petition for subdivision to move the lot line, resulting in a lot with one home, and with at least 2.5 acres of land in order to comply with minimum lot size requirements. Further, the petitioner originally filed a rezone petition in March of 2012 to request that his 15-acre parcel, currently zoned AG/RR, be rezoned to ER to match the 2-acre parcel. At the Plan Review Committee meeting April 12, 2012, the 3 members present raised concerns regarding the 1-acre minimum lot size in an area designated as Rural Residential. Concerns were also raised regarding the designation of the area as Short Term Agricultural/Low Density Residential/Long Term Residential in the County State Road 37 Corridor Plan. The petitioner withdrew this original petition. The new petition will be discussed by the PRC at their meeting May 10, 2012.

**LOCATION MAP**

The petition area is north of Bloomington off of West Saidah Road between State Road 37 and Sample Road/Simpson Chapel Road.

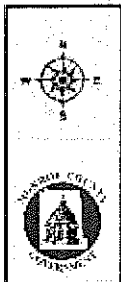
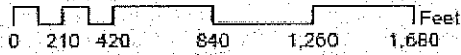
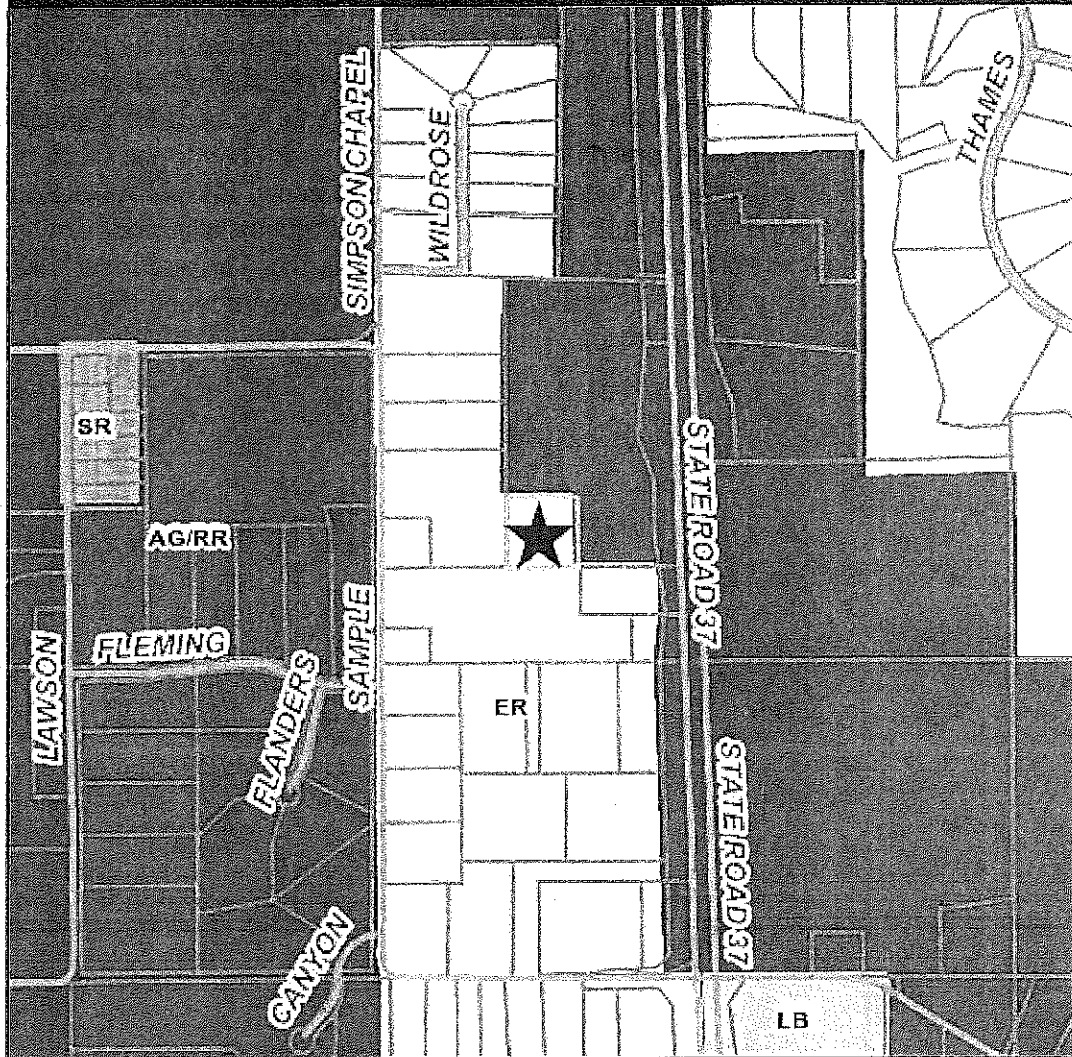


### **ZONING and ADJACENT USES**





The property is zoned Estate Residential, and properties to the west and south are zoned Estate Residential. Adjacent property to the north is zoned AG/RR as are properties east of State Road 37. Other property in the vicinity includes parcels zoned Pre-Existing Business, Limited Business, and Suburban Residential. Properties in the immediate area are used for residential and agricultural purposes, as well as commercial uses. The property directly to the south is home to Wayport Kennels, and the property two lots to the north is split-zoned PB and AG/RR and is home to the building which previously housed the Soft Light lighting business, and is owned by this petitioner under the business name Soft Light of Bloomington, Inc. The petitioner's adjacent property to the northeast also contains a billboard, and an access easement along the north and east edges of that property for the billboard.

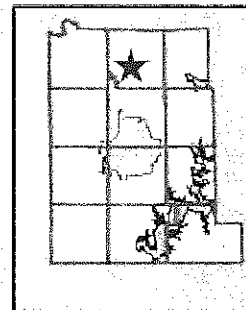


# Zoning Map



Computer System: A91684, N4230  
 Date Plotted: 07/24/2009  
 Drawn by: JMS  
 File to Print:

-  (AG/RR) Agriculture/Rural Reserve
-  (LB) Limited Business
-  SR Suburban Residential
-  (ER) Estate Residential



## **SITE CONDITIONS**

The site is generally gently sloping down northward toward a man-made pond in the central-eastern portion of the lot to the north, and does not appear to contain karst features. The site contains two single-family homes. According to the Assessor's information, one home was built in 1988 and the other was built in 2000. An improvement location permit (97-R1-144) was issued for the second home which should have stated the required setbacks and placement of the home on the 15-acre lot (rather than the 2-acre lot), but this was not followed, and the placement of the two homes on one lot constitutes a zoning ordinance violation. There appears to be no floodplain on the site. Saidah Road is designated as a Local road, and Sample Road is designated as a Major Collector road on the Thoroughfare Plan. Currently, Right of Way (ROW) for Saidah Road extends approximately two hundred feet east of Wildrose Court, but is unimproved east of the intersection of Wildrose Court. Impacts of I-69 are unknown, as INDOT is just beginning the design process for this portion of the highway.

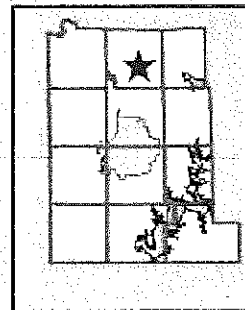
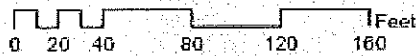
# Site Conditions Map



Compass Rose: MOCC 14203  
Data Source: MOCC File-14203  
Date: 11/11/2011

Contours MOCO

Parcels





Facing south toward older home in southwest corner of lot.

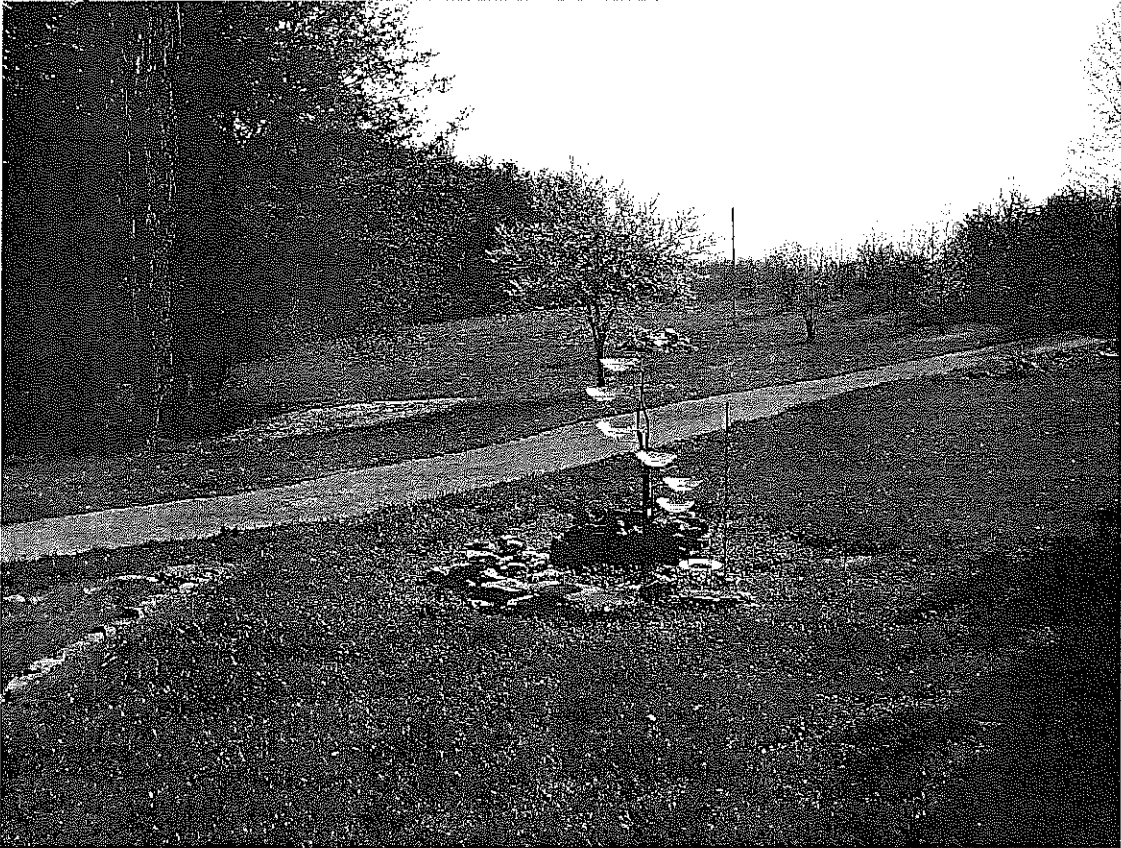


Facing northeast toward newer home on lot





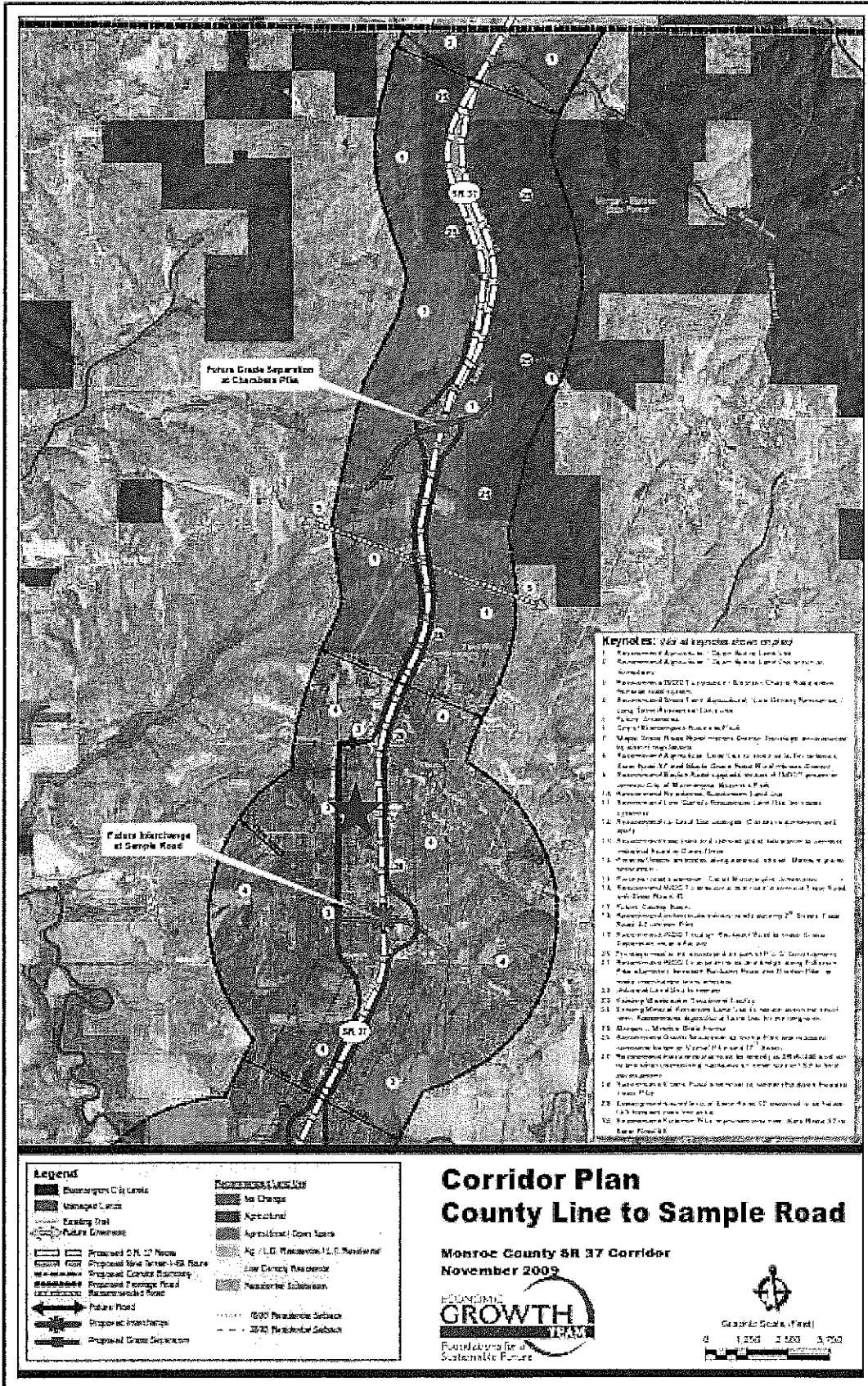
**Facing south toward front of newer home on lot.**



**Facing east across front yard of newer home (part of adjacent 15-acre parcel).**

# Monroe County SR 37 Corridor Plan, November 2009

Petition site designated as: short term agricultural/low density residential/long term residential.



## **VIII. LAND USE IMPACTS AND RECOMMENDATIONS**

This section of the report provides a summary of existing conditions, current development patterns, and recommended land use principles for the corridor. Transportation and environmental impacts are discussed in later sections of this report.

Recommended land use policies for this section of the corridor are presented to address short term development along SR 37 as well as long term development patterns whether or not SR 37 becomes I-69.

For clarity, areas that have similar development considerations have been grouped and presented together.

### **Morgan/Monroe County Line to Sample Road**

#### **Area Includes:**

Morgan/Monroe County Line to one mile south of Sample Road.

#### **Impacted Roads:**

SR 37, CR 800 N / Williams Road, Thames Drive, Duxbury Drive, Simpson Chapel Road, Lee Paul Road, Fox Hollow Road, Chambers Pike, Dittmore Road, Crossover Road, Burma Road, Bryants Creek Road, Norm Anderson Road, Sylvan Lane, Sporks Lane and Wayport Road.

#### **Development Intent**

Northern portions of the SR 37 corridor must be protected from both short term and long term development to preserve the natural landscape consistent with rural lifestyles. In areas near the Morgan Monroe State Forest and in the vicinity of Chambers Pike no new development is anticipated. South of Chambers Pike, it is envisioned that the area will be developed to provide additional housing for the community – but such development must be restricted until there is adequate infrastructure to support the development of quality neighborhoods.

#### **Existing Conditions and Development Patterns**

SR 37 north of Bloomington is a mostly rural area characterized by rolling and wooded topography interspersed with agricultural lands and homes. Near the Morgan County line, the landscape is largely undeveloped in areas in and around the Morgan Monroe State Forest. Development increases in density in areas closer to Bloomington. Larger businesses along this route include Hoosier Energy, a salvage yard, Oliver Winery, a fabricator shop, and Worm's Way Garden Center.

Development pressures in this portion of the corridor are limited in nature and largely surround the businesses in the above paragraph. Residential development has been limited by a lack of sanitary sewer infrastructure in the area.



## I-69 Impact Summary

INDOT is currently proposing development of a grade separation at Chambers Pike and an interchange at Sample Road in this area. Traffic from the north that currently accesses SR 37 will be required to travel south to Sample Road or Old SR 37 to go north toward Morgan County.

As a result, it is appropriate to direct short term development in this portion of the corridor where Sample Road has access to SR 37. Additionally, this plan discourages development at Chambers Pike, and directs development north of Bloomington to the Sample Road corridor, subject to development policies included in this document.

### Future Land Use

The area from Chambers Pike to the Morgan County line has little current development and it is intended that the area be protected from additional development. Acceptable land uses in the area are limited to agriculture, open space, or similar public uses. Residential, commercial, and industrial uses are not appropriate in this area. Accordingly, infrastructure capacity not be upgraded in the area in a manner that would attract additional development.

Roadways in the Chambers Pike area should serve only the limited residential and agricultural uses and not be improved further. This includes Chambers Pike, Dittemore Road, Crossover Road, Burma Road, Bryants Creek Road and Norm Anderson Road, Sylvan Lane, and Sparks Lane. Where such roads are upgraded by INDOT to serve as frontage roads, the county should adopt policies that limit new drive entrances along frontage roads so as to prevent unintended development in the corridor.

Further south around Sample Road, there is significant acreage available for development within and beyond the corridor boundaries, but infrastructure is currently limited and no area plan is available. The County may consider this area to be an urban community development area in the future. However, the intent is to pursue high quality neighborhood developments keeping with the county's overall goals. In the long term, it is recommended that the area be developed as the result of an urban community plan or a planned unit development in large increments (minimum of approximately 500 acres).

Until infrastructure is available to support the recommended land uses and an urban community plan is approved, it is recommended that development in the area be limited by re-zoning the area to a low-density land use.

To help preserve the rural nature of the area, no new commercial/industrial businesses are to be allowed on SR 37 in this part of the corridor. Existing commercial/industrial businesses should remain and be allowed to expand within previously developed parcels as needed to remain viable. However, the intensity of the uses shall not be allowed to increase beyond current conditions, and such businesses shall not be permitted to expand onto adjacent properties.

It is noted that prior studies of the SR 37 corridor identified a number of potential short and long term employment sites along the corridor. Through the course of this planning effort, concerns with the prior recommendations



were identified. Specifically, it is noted that there is unsuitable infrastructure in this and other undeveloped portions of the corridor to support development of employment centers. Furthermore, the lack of frontage roads included in current INDOT plans combined with budget concerns about I-69 creates significant uncertainty as to whether there will be adequate frontage roads to support additional businesses along the SR 37 corridor. As a result, this plan is encouraging employment sites to be directed to previously developed areas where they are permitted by current planning policies – and that employment sites be directed away from undeveloped portions of the SR 37 corridor.

In this location and throughout the SR 37/I-69 corridor, the County definitively will not permit truck stops/fueling stations to be developed. It is also noted that at least Morgan County is in the process of adopting a similar policy. Truck stops/fueling stations will have to consider sites further to the north in Johnson or Marion Counties, or further south into Greene County as allowed by their local requirements.

## **COMPREHENSIVE PLAN/GROWTH POLICIES PLAN DISCUSSION**

The petition site is located within one designation in the new Comprehensive Plan: Rural Residential and states the following for the designation:

### Rural Residential Areas

#### 7.1.1 Residential Choices

The Plan designates areas of differing characteristics to accommodate a wide variety of lifestyles and economic needs. These areas are:

Rural development for areas lacking public infrastructure and services:

- Farm and Forest
- Rural Residential

Urban development for areas with access to public infrastructure and services:

- Conservation Residential
- Estate Residential
- Urban Residential

It is anticipated that all urban development will occur within the Designated Communities identified below.

### 8.4 RESIDENTIAL PROPERTY USE

Residential uses are divided between rural property and urban property categories. Residential uses on rural property in Monroe County are designated either Farm and Forest or Rural Residential. Urban property categories are found in the Designated Communities. The urban residential use designations are Conservation Residential, Estate Residential, and Urban Residential. In some Designated Communities, limited commercial opportunities may be permitted in order to promote form-based mixed uses which serve that particular area.

These designations provide a broad range of residential opportunity both in terms of residential density and economic value for Monroe County property owners.

#### 8.4.1 Rural Property

The distinguishing characteristic of rural property is sparse residential development. In keeping with this historic and perceptual approach to rural living, the method for categorizing rural districts is residential density over a relatively large area rather than individual lot size. The most convenient and historically viable large area is the survey section or quarter section. Property lines usually share a common boundary with section lines.

Since survey sections are not all of the same acreage, density must be scaled in proportion to the actual survey section or quarter section area. This is accomplished by dividing the number of parcels

by the survey or quarter-section area, as appropriate, to obtain a value expressing dwelling units per acre. For the purpose of identifying relatively distinct rural areas, the resulting values are grouped into two categories, those with a large area residential density less than 0.1 and those with a large area residential density greater than 0.1. Isolated regions of more or less density are grouped with the predominant surrounding area.

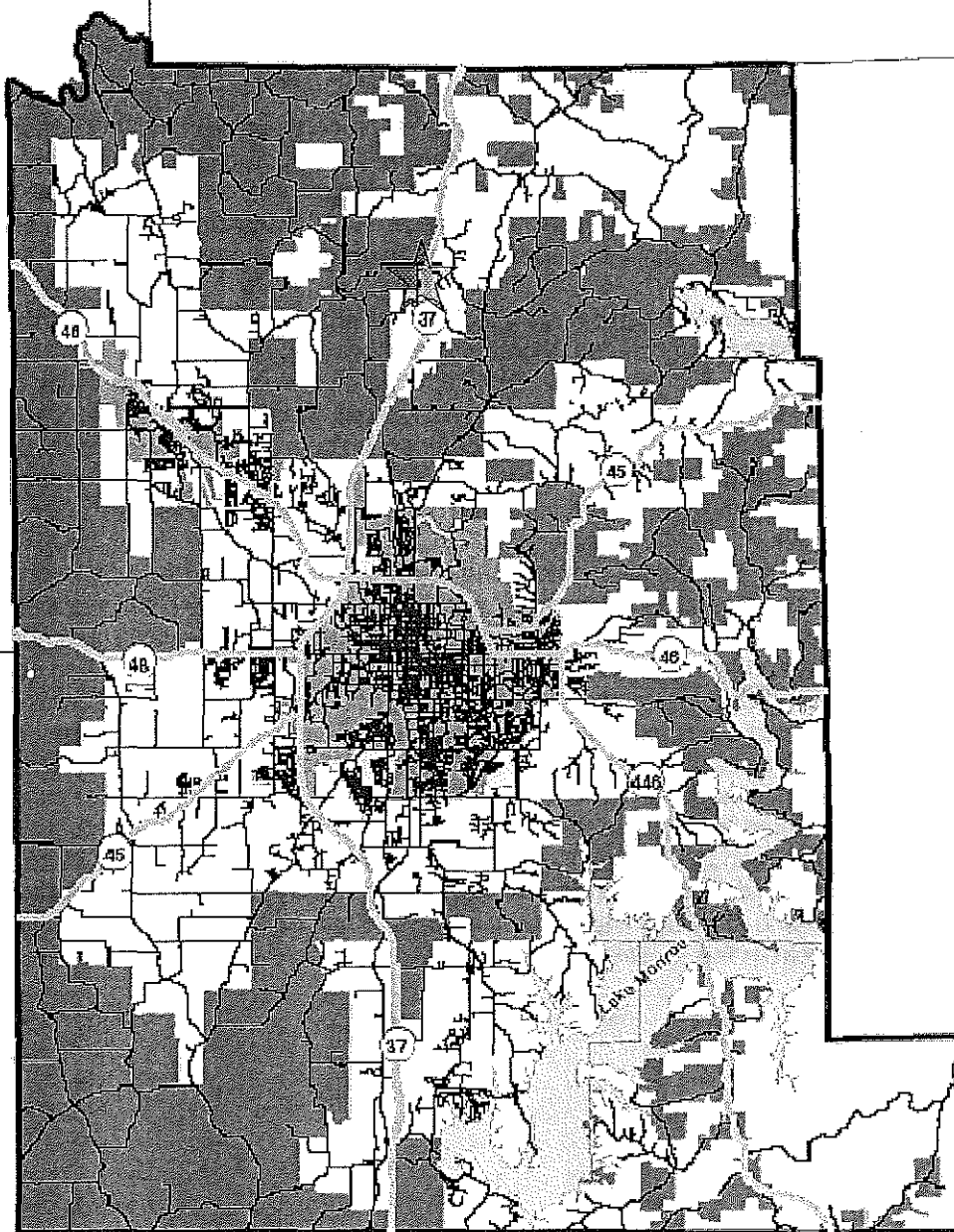
#### Rural Residential

The Rural Residential use category includes rural property, environmentally sensitive areas, and areas adjacent to quarry operations where low densities are appropriate and desirable; however, the sparse population character of the Farm and Forest category is no longer applicable. Generally, these areas are characterized by active or potential mineral extraction operations nearby, steep slopes, and the remaining forest and/or agricultural land where roadways and other public services are minimal or not available.

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

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

# Recommended Land Use Plan: Rural Property- Monroe County, Indiana



- |                  |                               |                   |
|------------------|-------------------------------|-------------------|
| Major Roads      | Incorporated Cities           | Rural Residential |
| Centerline Roads | Bloomington Plan Jurisdiction | Farm and Forest   |
| Lakes            |                               |                   |



October 2011 Data Source: Monroe County  
 Datum: NAD 83. Coordinate system: ESRI State Plane NAD 83. Created by Monroe County Planning Department



Figure 46: Recommended Land Use Map: Rural Property

## **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 Comprehensive Plan labels the subject site as Rural Residential.
- The State Road 37 Corridor Plan labels the petition site as short term agricultural/low density residential/long term residential in nature.
- The current lot density in Washington Township, Section 28 is one lot per 4.8 acres. This number includes both residential and non-residential tax parcels.

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

**Findings:**

- Properties in the immediate area are used for residential and agricultural purposes, as well as commercial uses.
  - The parcel directly to the northeast is owned by the petitioner and contains two barns, for residential storage purposes. The structures are in moderate to low quality condition.
  - The property directly to the south is home to Wayport Kennels, and contains a residential and commercial structures.
  - The property adjacent to the petitioner's 15-acre parcel to the north is split-zoned PB and AG/RR and is home to the building which previously housed the Soft Light lighting business. The petitioner's adjacent property to the northeast also contains a billboard, and an access easement along the north and east edges of the property for the billboard.
  - Properties to the west contain single family residential structures and appear to be used for agricultural purposes as well.

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

**Findings:**

- The Comprehensive Plan labels the subject site as Rural Residential.
- Rezoning the site to AG/RR would result in the transformation of one two-acre lot with two houses into two lots, one at least 2.5 acres, and the other approximately 14.5 acres.
- Access to the site takes place over a narrow paved shared driveway.

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

**Findings:**

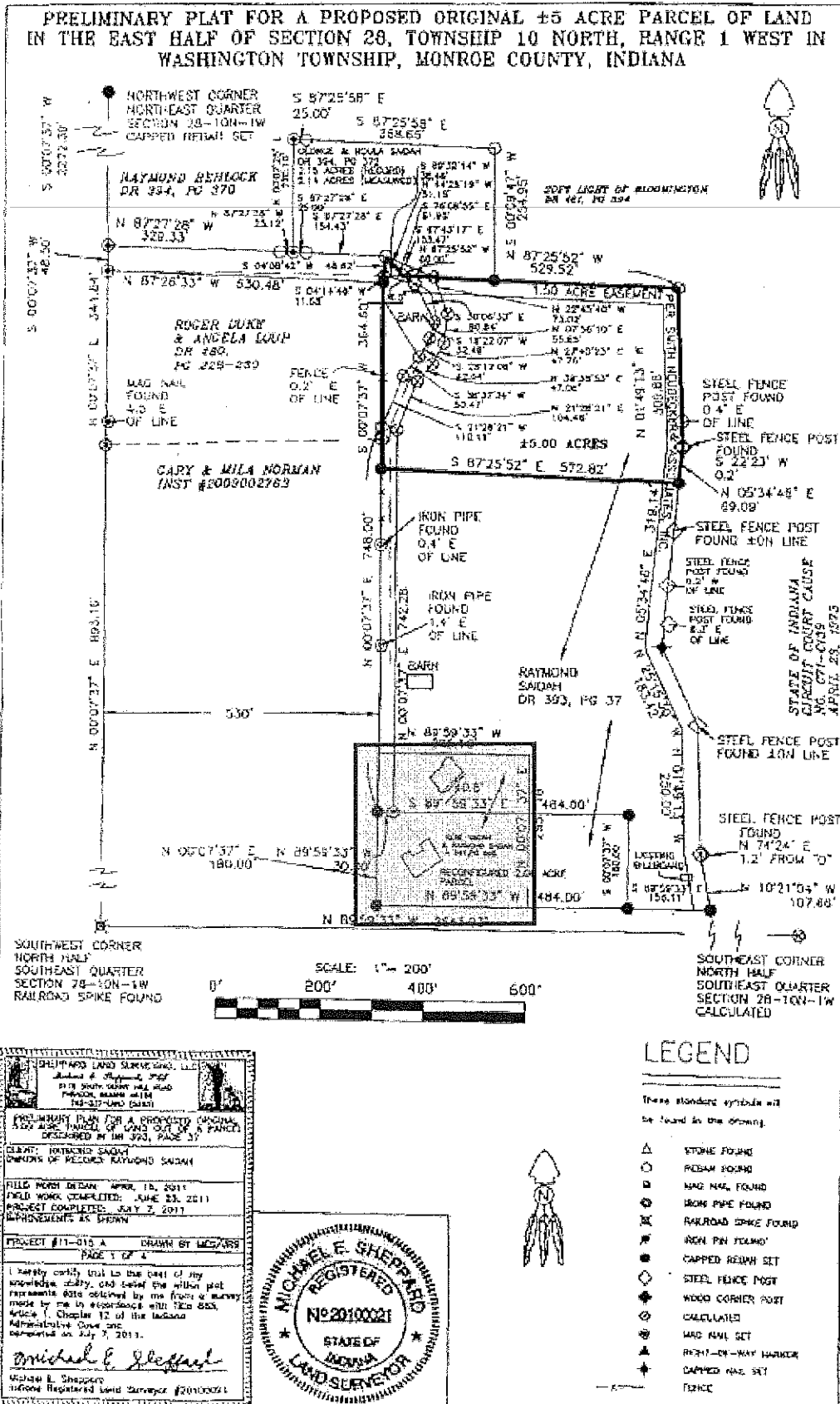
- Land uses around the subject site are mostly single family residential and agricultural, but also some commercial uses.
- Property value tends to be subjective as it is difficult to anticipate adverse effects.

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

**Findings:**

- The Comprehensive Plan labels the subject site as Rural Residential
- Land uses around the subject site are mostly single family residential and agricultural, but also some commercial uses.
- Access to the site takes place over a narrow paved shared driveway.
- Rezoning the site to AG/RR would result in the transformation of one two-acre lot with two houses into two lots, one at least 2.5 acres, and the other approximately 14.5 acres.

**EXHIBIT 1: Petitioner Rezone Exhibit (Proposed preliminary plat for minor subdivision now to be an administrative subdivision without a new 5-acre parcel on the north end)**



**EXHIBIT 2: Petitioner Rezone Statement / Cover Letter**

Raymond & Renee SAIDAH

The purpose of this letter is for requesting

The rezoning of property located at 302 W  
Saidah Rd in section 28 of Washington township  
parcel # 011-08585-01 from ER to AG/RR

Raymond SAIDAH

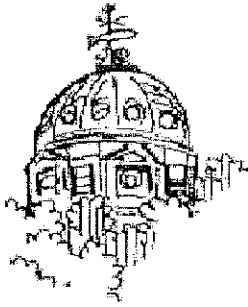
*[Signature]*

04/16/2012

**RECEIVED**

APR 16 2012

MONROE COUNTY PLANNING



**MONROE COUNTY BOARD OF COMMISSIONERS**  
**REQUESTED AGENDA INFORMATION FOR THE COMMISSIONER'S MEETINGS**

TITLE OF ITEM THAT APPEARS ON THE COMMISSIONER'S AGENDA: Ordinance 2012-25  
Johnston Rezone from Estate Residential 1 (RE 1) to Agricultural/Rural Reserve (AG/RR)

THE COMMISSIONERS WILL NOT ACCEPT THIS ITEM FOR THEIR BOARD OF COMMISSIONERS' MEETING IF THE EXECUTIVE SUMMARY IS NOT WRITTEN.

This rezone request covers one parcel, 8.81 acres in size, shown in the Staff Report. parcel is developed with a single family home, detached garage, pool house, shed, and playhouse. The property owner is asking to rezone the property to bring their Home Based Business into compliance with the zoning ordinance. Approving the rezone would also render the site non-conforming due to the maximum of two accessory structures allowed under the AG/RR zoning district.

During its meeting on May 15, 2012 the Monroe County Plan Commission considered petition #1203-REZ-01 for an amendment (Ordinance #2012-25) to the Monroe County Zoning Ordinance and made a positive recommendation to approve thereon, based on the findings, with a vote of 8-0. The discussion focused on adjacent property uses, and the issues with accessory structure non-conformity.

DATE ITEM WILL APPEAR ON THE COMMISSIONER'S AGENDA: June 29, 2012

CONTACT PERSON: Katie Waldman PHONE NUMBER: X 2116  
Katie Waldman

PRESENTER AT COMMISSIONER'S MEETING (if other than contact person) \_\_\_\_\_

OFFICE/DEPARTMENT: Planning

HAS THE MONROE COUNTY LEGAL DEPARTMENT REVIEWED ITEM? Yes x No \_\_\_\_\_

INFORMATION PERTAINING TO A GRANT

1. CURRENT STATUS OF GRANT REQUESTED: (new or renewal) \_\_\_\_\_
2. AMOUNT OF GRANT MONIES THAT WILL BE AWARDED:
  - Federal or State? \_\_\_\_\_
  - Local Match \_\_\_\_\_
  - Total? \_\_\_\_\_

SIGNED: Katie Waldman DATE: 6/22/12  
(2 copies must be made: 1 given to Auditor's Office, 1 given to the Commissioner's Office)


OFFICE OF  
MONROE COUNTY PLAN COMMISSION  
MONROE COUNTY GOVERNMENT CENTER  
501 N. MORTON ST., SUITE 224  
BLOOMINGTON, IN 47404

TO: THE COMMISSIONERS OF MONROE COUNTY, INDIANA

CERTIFICATION

I, Larry Wilson, hereby certify that during its meeting on May 15, 2012 the Monroe County Plan Commission considered petition #1204-REZ-05 for an amendment (Ordinance #2012-24) to the Monroe County Zoning Ordinance and made a positive recommendation to approve with condition thereon, based on the findings, with a vote of 8-0.

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



\_\_\_\_\_  
Larry Wilson  
Planning Director

6-22-2012

\_\_\_\_\_  
Date



**ORDINANCE # 2012-25**

**Johnston Rezone from Estate Residential 1 (RE 1) to Agricultural/Rural Reserve (AG/RR)**

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

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

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

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

SECTION I.

The Monroe County Zoning Ordinance is amended to reclassify the following property:

4420 S. Leonard Springs Road in Van Buren Township, Section 13, Lot Number One (1) of Long Subdivision (Recorder's Plat Book 7, Page 220)

from Estate Residential 1 (RE 1) to Agricultural/Rural Reserve (AG/RR).

SECTION II.

There are no conditions of approval attached to this request.

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 29th day of June, 2012.

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

"Yes" Votes

"No" Votes

\_\_\_\_\_  
Patrick Stoffers, President

\_\_\_\_\_  
Patrick Stoffers, President

\_\_\_\_\_  
Iris F. Kiesling, Vice-President

\_\_\_\_\_  
Iris F. Kiesling, Vice-President

\_\_\_\_\_  
Mark Stoops, Member

\_\_\_\_\_  
Mark Stoops, Member

Attest:  
\_\_\_\_\_  
Amy Gerstman, Monroe County Auditor

**MONROE COUNTY PLAN COMMISSION**

May 15, 2012

**PLANNER** Katie Waldman  
**CASE NUMBER** 1203-REZ-01  
**PETITIONER** Bruce and Jyme Johnston  
**ADDRESS** 4420 S. Leonard Springs Rd  
**REQUEST** Rezone from Estate Residential 1 (RE 1) to Agriculture/Rural Reserve (AG/RR)  
**ACRES** 8.54 acres ±  
**ZONE** Estate Residential 1 (RE 1)  
**TOWNSHIP** Van Buren  
**SECTION** 13  
**PLATS** Long Subdivision, Lot 1  
**GROWTH POLICIES PLAN DESIGNATION:** Rural Residential

**EXHIBITS**

1. Rezone Site Plan
2. Petitioner Rezone Request Statement
3. Long Subdivision Plat

**PETITIONER'S REQUEST**

The petitioner is seeking to rezone the parcel, as shown on Exhibit 1, from Estate Residential 1(RE 1) to Agriculture/Rural Reserve (AG/RR).

**RECOMMENDATION**

Approve the rezone request based on the findings of fact, subject to the Highway & Drainage Engineers' reports.

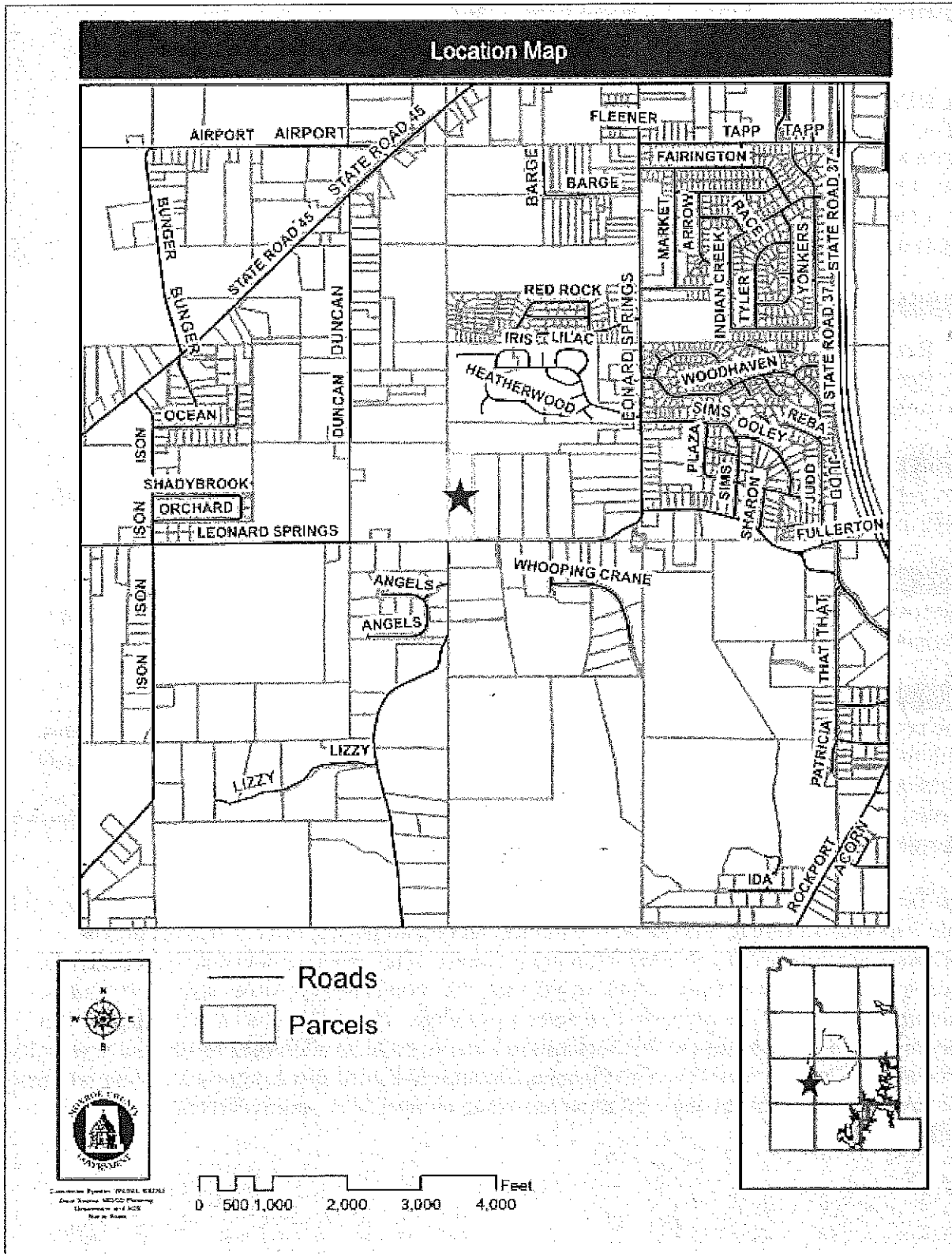
**SUMMARY**

The petitioner intends to bring his Home Based Business use on the property into compliance with the zoning ordinance, and to request, at a future date, approval to construct an additional building on the property to house recreational vehicles and other personal equipment. The current RE1 zoning district does not allow for a home-based business to be located in a structure separate from the house.

The Plan Review Committee discussed the rezone proposal at their April 12, 2012 meeting, with only 3 members present, and the concern raised was regarding the limit of two residential accessory structures under the AG/RR zoning district. This property contains four residential accessory structures currently, which would make the number of accessory structures a non-conforming aspect of the property if rezoned to AG/RR. The petitioners have mentioned that they may request a variance to this standard in order to build an additional residential accessory structure for housing their RV. The Planning Director indicated that a proposed zoning ordinance text amendment to change the regulation regarding number of accessory structures would be forthcoming.

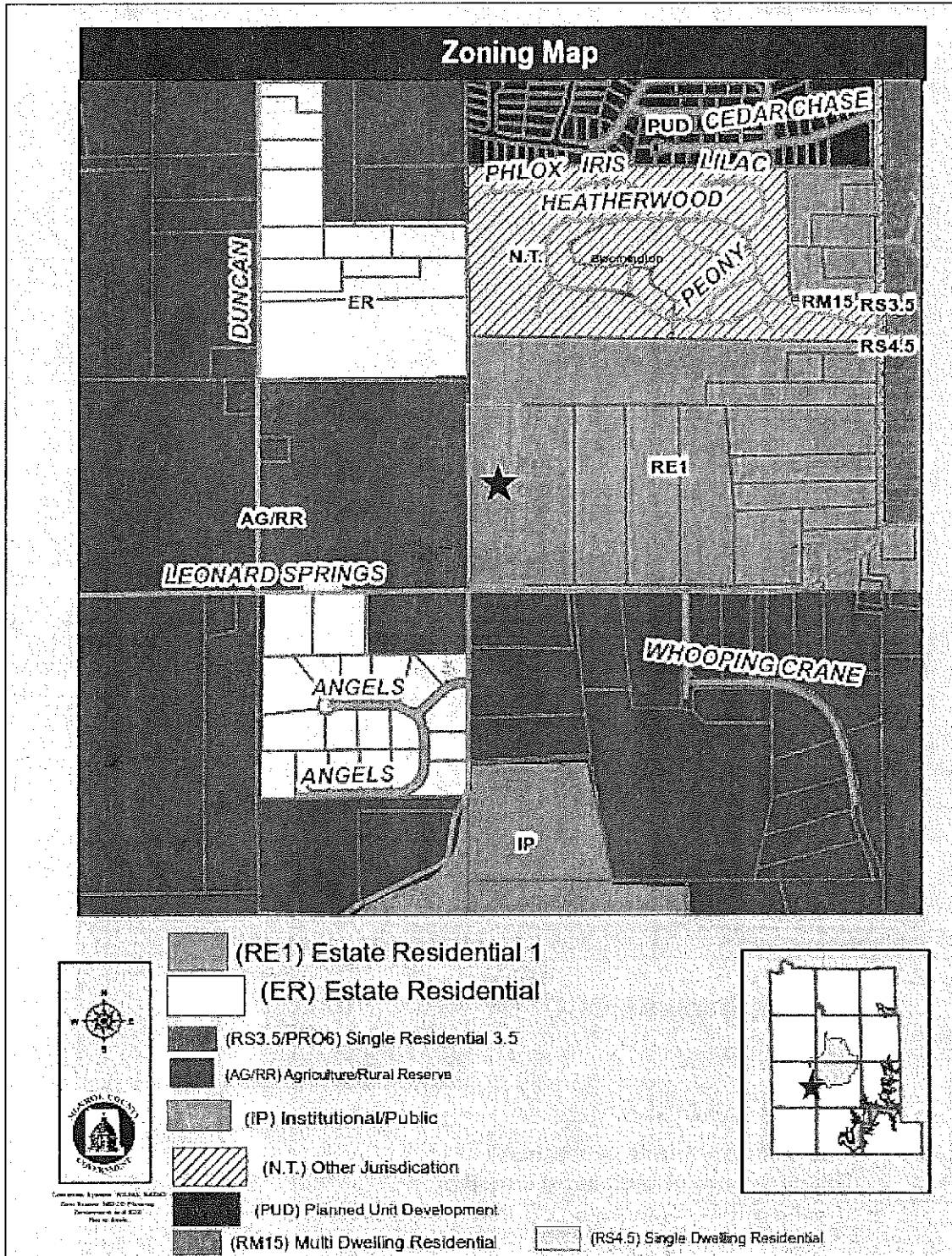
**LOCATION MAP**

The petition area is southwest of Bloomington on South Leonard Springs Road just west of S. Horned Owl Road and just east of the intersection of South Leonard Springs Road with West Leonard Springs Road.



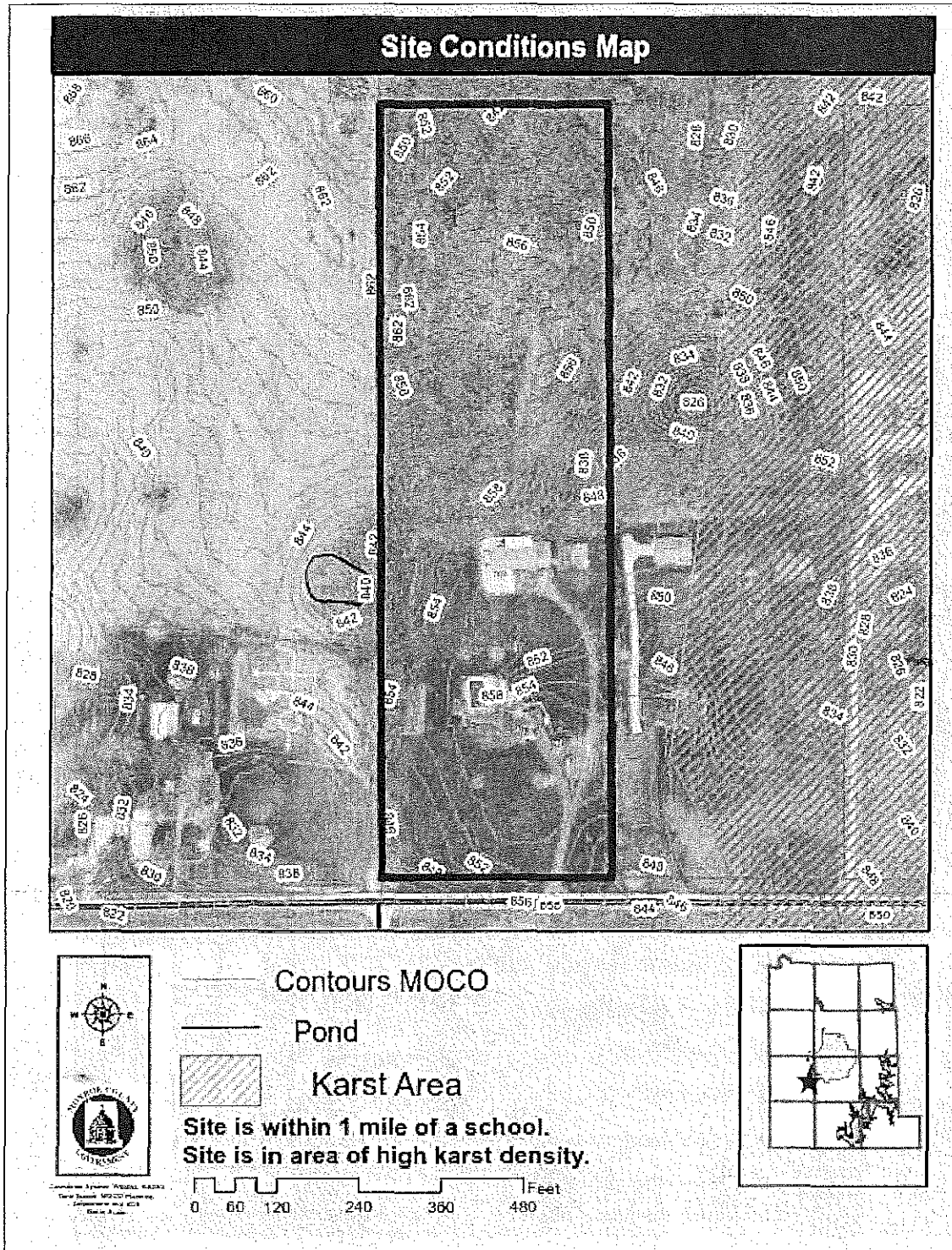
**ZONING and ADJACENT USES**

The property is zoned Estate Residential 1, a former fringe zoning district, and properties to the north and east are also zoned RE1. Properties to the west and south are zoned AG/RR, and other zoning nearby includes the standard county Estate Residential Zoning, Public and Institutional (Leonard Springs park, City-owned), a residential PUD (Cedar Chase) and a mobile home park which is part of the City of Bloomington. Properties in the immediate area are used for residential and agricultural purposes.



**SITE CONDITIONS**

The site is generally gently sloping, and appears to include several karst features on the northern part of the property, and is indicated to be in a high-density area for karst caves. The site contains a single-family residence with attached garage, a detached garage, and pool with pool house, a shed for lawn equipment, and a playhouse with swing set. There appears to be no floodplain on the site. South Leonard Springs Road is designated as a Major Collector road on the Thoroughfare Plan, and the house has a paved driveway with turnaround area. The property is impeccably maintained.



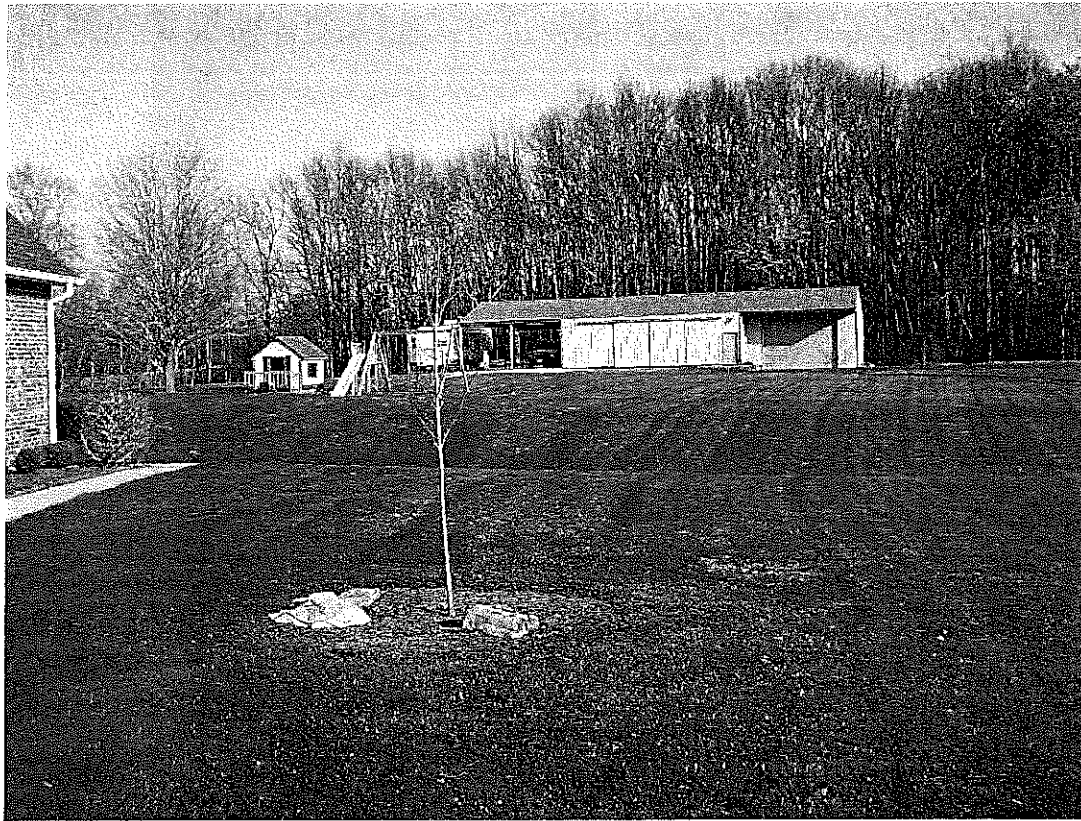




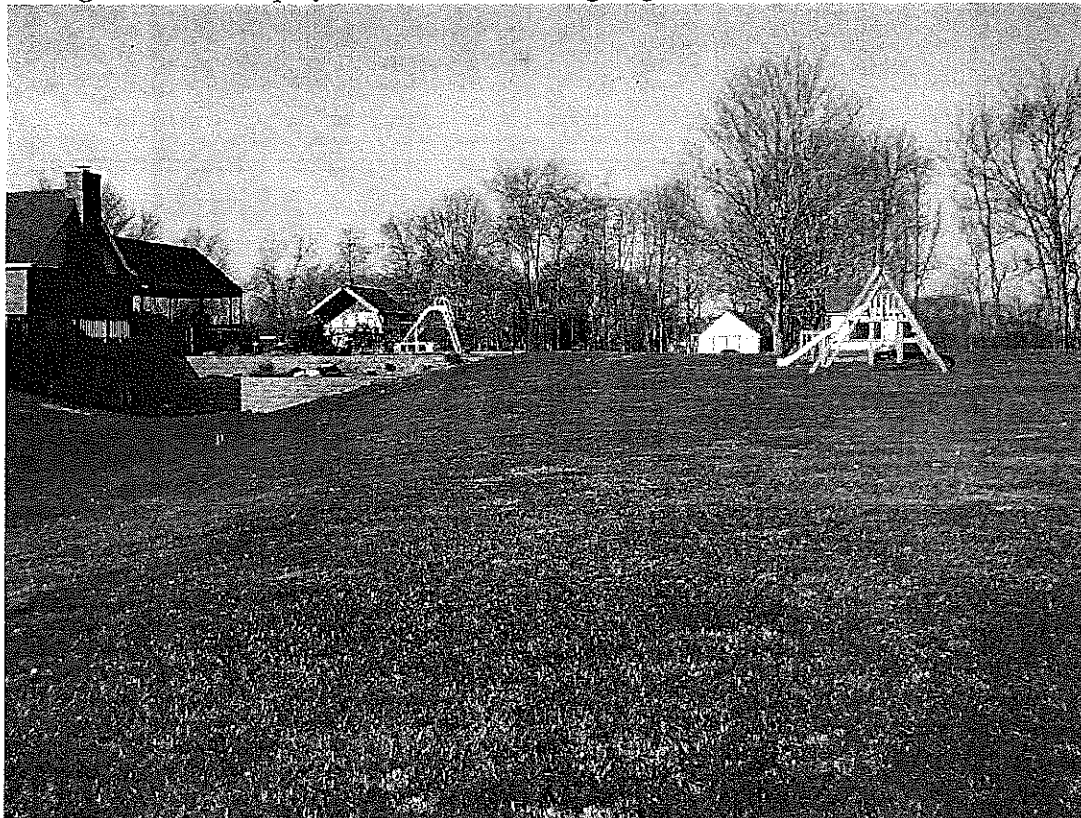
Facing south toward Leonard Springs Road



Facing northwest



Facing north toward playhouse and detached garage



Facing west toward north side of house, pool, pool house, yard shed, and playhouse.



Facing north toward wooded portion of property with karst areas.

### **COMPREHENSIVE PLAN/GROWTH POLICIES PLAN DISCUSSION**

The petition site is located within one designation in the Growth Policies Plan: Rural Residential and states the following for the designation:

#### Rural Residential Areas

These are remote areas with inadequate or nonexisting public facilities and services. These areas are intended primarily as large lot residential areas with average densities of one (1) acre per dwelling unit. Environmental conditions may, in some cases, further limit prevailing development densities. Where development is to occur on septic systems, septic suitability must be judged on a site specific basis. In order to maximize consistency with Monroe County development policies, adequate land coverage should be required to support two (2) independent septic fields. Current septic systems built in Monroe County have a useful life of twenty to twenty-five years (20-25). A single septic system will probably fail prior to the life expectancy of the residential structure. In most cases, the provision of two septic fields will not unduly restrict development. Areas designated Rural Residential also signify areas which are not planned for major new public investments in roadways or public utilities.

Over time, some of these areas may come under increasing development pressure. Several special conditions may warrant increasing development densities, through a future update of the Growth Policies Plan: planned and committed public improvements; adjacent and contiguous development at urban densities; a proposal for a master planned large scale, medium density neighborhood involving a minimum of 200 acres; completion of a major new state highway such as the completion of an Evansville/Bloomington link; shifts in the ease and merit of annexation which may provide strong public incentives to progressively annex. Extension of sewer and water facilities to a site should not, in itself, justify higher density development. Upgrading the plan's densities must be considered in the context of



quantitative impact of the higher density on capacity of services such as streets, parks, schools, etc. The analysis must take into account the existing and projected use of public facilities vs. the capacity of the facilities.

\*This area has special conditions for development. Development may be permitted at densities approaching urban densities (over three (3) dwelling units per acre). However, development density will be dependant upon the plan established to manage stormwater runoff. This is an area of karst geology and will require community sanitary sewer systems. Stormwater is evacuated through surface sinkholes. Because this area drains a large surface area and because storm drainage also drains to sinks in surrounding areas, a complicated stormwater and karst management plan will be required. Off-site stormwater management maybe required. At a minimum, development should be phased over a period of several years with the drainage impacts of successive development phases closely monitored to establish precise drainage patterns and to determine completed or build-out development limitations.

The petition site also appears to be included in the West Indiana Route 45 area of the GPP, for which the following is recommended:

#### West Indiana Route 45

Of greatest concern is the major stormwater impoundment area north of Indiana Route 45. This drainage basin drains over four square miles. The rate of stormwater evacuation is determined by a sinkhole inlet. The impoundment area is set aside as a conservation area precluding development. Low density development is acceptable on undeveloped sites north and south of the impoundment area. Drainage for the area as a whole should be managed and each project should subscribe to a stormwater management plan for the area as a whole. Allowable residential density should be determined primarily by drainage constraints.

#### Planning Considerations

- ¥ Development only with community sewers.
- ¥ Area south of Route 45 should be developed in phases with successive drainage impacts of development stages closely monitored.
- ¥ Manage drainage for area as a whole.
- ¥ Limit access and control traffic generation to Lenard Springs Road.
- ¥ Plan long-term for the extension of Tapp Road with realignment of Tapp Road/Route 45 intersection.
- ¥ Plan for limited and controlled residential access to Tapp Road extension.

The old County Comprehensive Plan indicated Estate Residential uses for the future for the properties south of the petition site, and the Growth Policies Plan designated the Duncan Road Rural Community Area to the west of the site.

The current Comprehensive Plan indicates that property to the south is included in the Rural Residential category, while property to the west may be included in the Conservation Residential category, and the petition site may be included in the Estate Residential category. However, the Conservation Residential and Estate Residential categories are tentative, as the process for the new GPP has not yet begun.

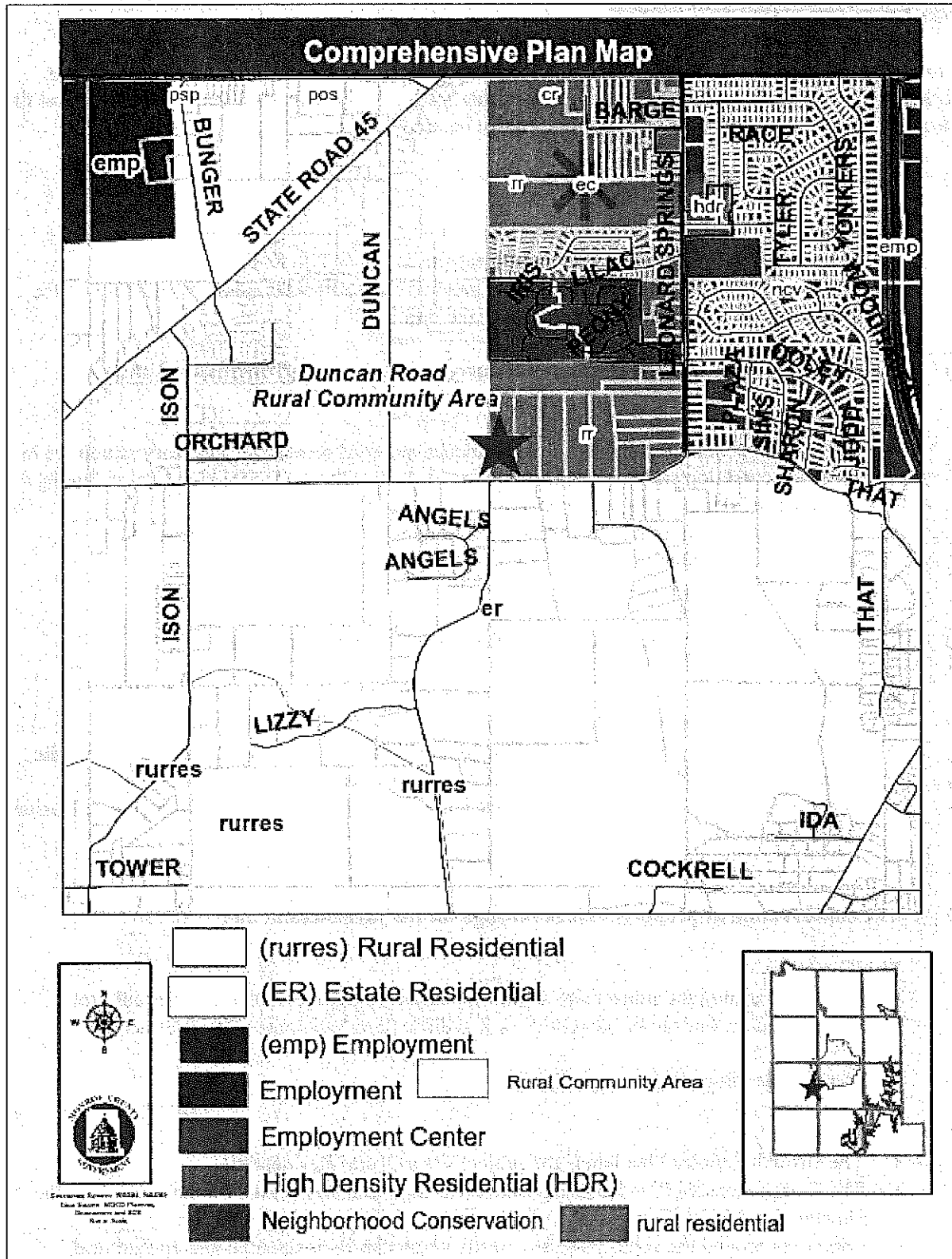
Further, the new Comprehensive Plan for the county states the following:

#### **8.3.7 Home Based Business**

Throughout Monroe County residents employ themselves in home-based business activities, e.g., child-care, arts and craft studios, and a range of home occupations that blend in with the residential character of the surrounding area. Because these employment activities occur in private residences, less property must be consumed than commercial real estate and overhead expenses can be minimized. Home based businesses are a vital component of a healthy local economy, acting as incubators for small business growth in the community.

Special regulations limit the impact that home-based businesses may have on neighbors. Successful homebased businesses that have outgrown the character of the principal residential use and the

surrounding area can find ample opportunity to relocate in appropriately designated commercial and industrial employment areas.



This map shows the old County Comprehensive Plan designations for the area. The new map data in GIS is not yet complete.

## **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 Growth Policies Plan labels the subject site as Rural Residential.
- The Comprehensive Plan labels adjacent areas as Estate Residential (to the south) and the Duncan Road Rural Community Area (to the west).

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

**Findings:**

- The property contains a single family residence and four residential accessory structures in excellent condition and is used primarily for single family residential purposes, including a Home Based Business for home construction.
- The properties surrounding the petition site contain single family residences and/or agricultural structures.

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

**Findings:**

- The Growth Policies Plan labels the subject site as Rural Residential.
- The Comprehensive Plan labels adjacent areas as Estate Residential (to the south) and the Duncan Road Rural Community Area (to the west).
- The property is used for single family residential purposes, including a Home Based Business (home construction).
- Adjacent properties are used for residential and agricultural purposes.

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

**Findings:**

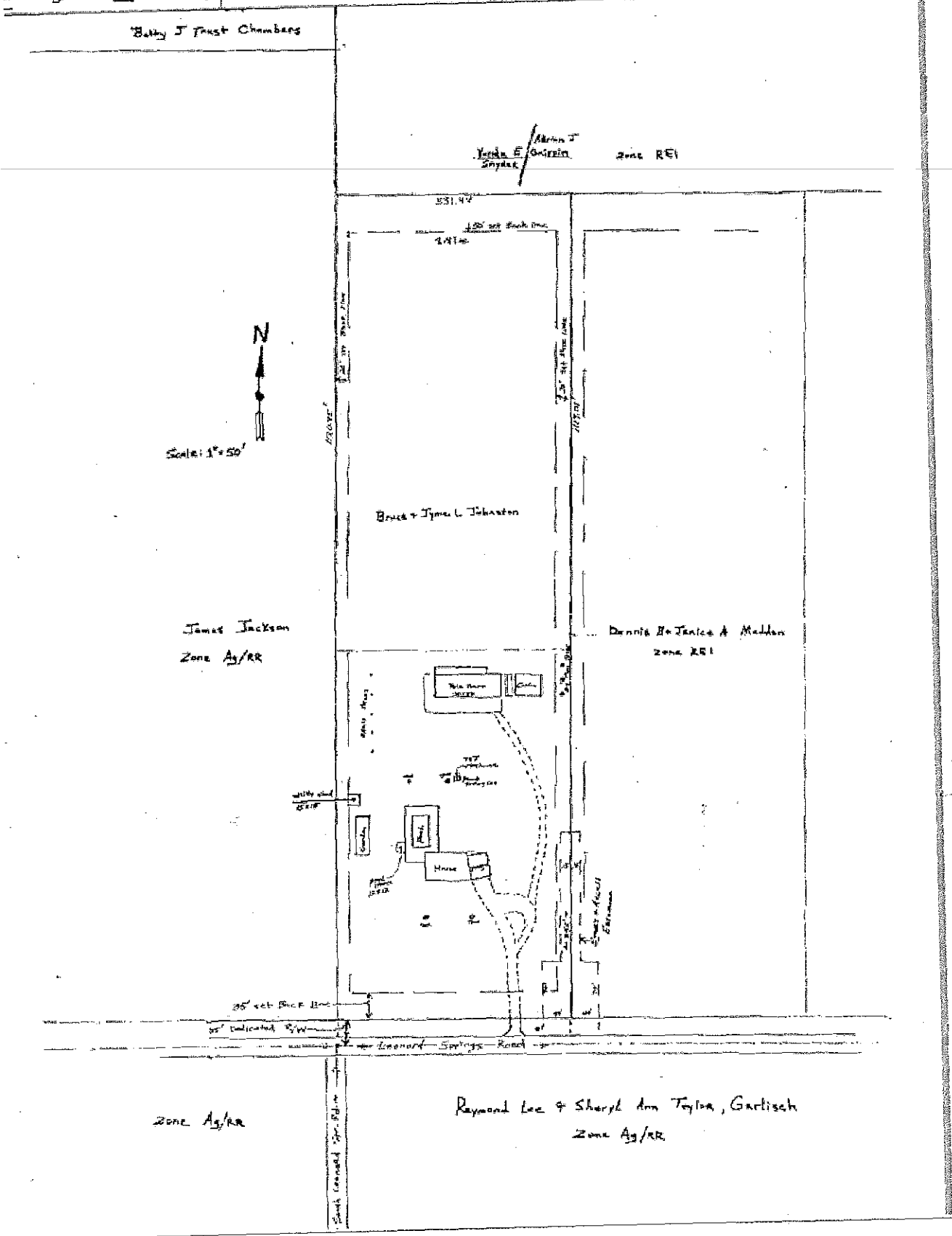
- Land uses around the subject site are mostly single family residential and agricultural
- Property value tends to be subjective as it is difficult to anticipate adverse effects.

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

**Findings:**

- The Growth Policies Plan labels the subject site as Rural Residential.
- The Comprehensive Plan labels adjacent areas as Estate Residential (to the south) and the Duncan Road Rural Community Area (to the west).
- Land uses around the subject site are mostly single family residential and agricultural

**EXHIBIT 1: Petitioner Rezone Exhibit**



**EXHIBIT 2: Petitioner Rezone Statement / Cover Letter**

February 27, 2012


We are requesting a rezone of our property from RE1 to AG/RR because our business is not compliant with RE1, Home Occupation usage. A rezone to AG/RR would allow us to be compliant with, Home Based Business usage. We were not aware until recently that we were not in compliance and would like to remedy this.


We live at 4420 S. Leonard Springs Road and own Bruce Johnston Construction, Inc. We have been in business since 1986. We moved in our current residence in the fall of 1988.

Our business has had very few changes since we began. We usually build custom homes, do remodels and room additions. The business consists of three employees. My wife and I; we live at this residence, and one other employee who lives off site. Our off site employee comes directly to the job site some mornings at 8:00 a.m. Other times he comes to our home at 8:00 a.m. to get a truck that may be needed that day. Our business has two trucks, one tractor, and a flat bed trailer. We have the usual tools, ladders, etc. associated with small residential construction. Our vehicles, tools and tractor are housed and not conspicuous. We usually end the work day at 4:30 p.m.

We do not have any signs at our home, or on our trucks advertising the business. We only put signs up at the construction site.

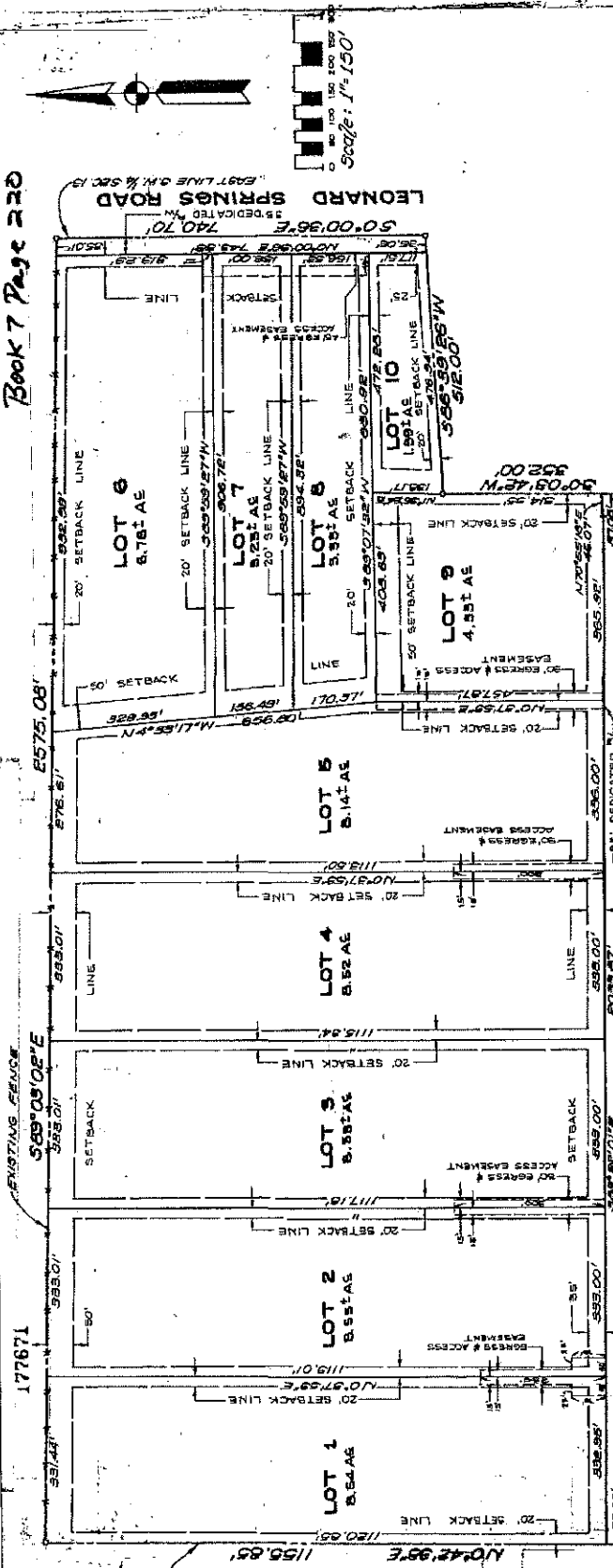
Thank you,

  
\_\_\_\_\_  
Bruce Johnston

  
\_\_\_\_\_  
Lynne Johnston

**EXHIBIT 3: Subdivision Plat including petition site**

Book 7 Page 220



CONDITIONS OF APPROVAL: The Commission and Board of Health...  
 APPROVED BY THE CITY BOARD OF HEALTH...  
 APPROVED BY THE CITY BOARD OF HEALTH...  
 APPROVED BY THE CITY BOARD OF HEALTH...

RECORDED  
 AM. 11:44 P.M.  
 NOV. 08 1985  
 Recorder's Office  
 Recorder's Office

**LONG SUBDIVISION**

SMITH

RECORDED NOV. 08 1985

*Raymond J. Brown*  
 Author, Monroe County, Indiana

1. The plat to which this subdivision plat is attached...  
 2. The plat to which this subdivision plat is attached...  
 3. The plat to which this subdivision plat is attached...  
 4. The plat to which this subdivision plat is attached...  
 5. The plat to which this subdivision plat is attached...  
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 20. The plat to which this subdivision plat is attached...

**LONG SUBDIVISION**

SMITH

RECORDED NOV. 08 1985

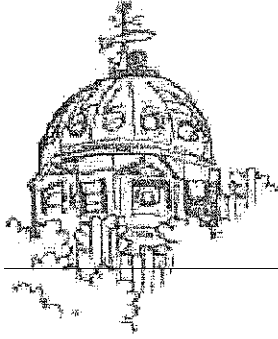
*Raymond J. Brown*  
 Author, Monroe County, Indiana

11. The plat to which this subdivision plat is attached...  
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 19. The plat to which this subdivision plat is attached...  
 20. The plat to which this subdivision plat is attached...



RECORDED NOV. 08 1985

*Raymond J. Brown*  
 Author, Monroe County, Indiana



**MONROE COUNTY BOARD OF COMMISSIONERS**  
REQUESTED AGENDA INFORMATION FOR THE COMMISSIONER'S MEETINGS

TITLE OF ITEM THAT APPEARS ON THE COMMISSIONER'S AGENDA: Addendum to contract with Florentine Finishes

- THE COMMISSIONERS WILL NOT ACCEPT THIS ITEM FOR THEIR BOARD OF COMMISSIONERS' MEETING IF THE EXECUTIVE SUMMARY IS NOT WRITTEN.

EXECUTIVE SUMMARY: This is an addendum to the existing contract with Florentine Finishes To paint the columns in the Courthouse. Total cost of this addition is \$3,000.

DATE ITEM WILL APPEAR ON THE COMMISSIONER'S AGENDA:

CONTACT PERSON: Jason Carnes PHONE NUMBER: 812-349-2553

PRESENTER AT COMMISSIONER'S MEETING (if other than contact person) \_\_\_\_\_

OFFICE/DEPARTMENT: Board of Commissioners

HAS THE MONROE COUNTY LEGAL DEPARTMENT REVIEWED ITEM? Yes Y No \_\_\_\_\_

INFORMATION PERTAINING TO A GRANT

1. CURRENT STATUS OF GRANT REQUESTED: (new or renewal) \_\_\_\_\_

2. AMOUNT OF GRANT MONIES THAT WILL BE AWARDED:

Federal or State? \_\_\_\_\_  
 Local Match \_\_\_\_\_  
 Total? \_\_\_\_\_

SIGNED: [Signature] DATE: 6/26/12

(2 copies must be made: 1 given to Auditor's Office, 1 given to the Commissioner's Office)

**ADDENDUM 1 TO COURTHOUSE  
COLUMN PAINTING CONTRACT**

The Agreement made the 2<sup>nd</sup> day of April, 2012, between Florentine Finishes, (“Contractor”) and Board of Commissioners of Monroe County (“Board”) shall be amended as follows. The Contractor and Board mutually agree as follows:

1. **Items to be Painted.** The Contractor, having familiarized itself with the site conditions existing at the County Courthouse, 100 W. Kirkwood Ave., Bloomington, Indiana, does hereby agree to the paint 20 interior one story columns abacuses and plinths on second, and third floors rotunda area of the Courthouse in a manner consistent with the approved sample and as described on Exhibit B.
2. **Cost.** For work described in this addendum and upon submission of an invoice by the Contractor, and approval of the claim by the Board, Contractor shall be paid the total sum of \$3,000.00.
3. No other terms or conditions of the contract are amended or otherwise affected by this addendum.

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

Florentine Finishes  
“Contractor”

Board of Commissioners of Monroe County  
“Board”

\_\_\_\_\_

by

Date \_\_\_\_\_

\_\_\_\_\_

ATTEST: June 29, 2012

\_\_\_\_\_

Amy Gerstman, Auditor



6/13/12

# *Florentine Finishes*

John Thom & Isiah Killion  
6228 Stogsdill Rd  
Bloomington, IN 47404  
isiahj@gmail.com  
812.361.0821

\*\*\*\*\* ESTIMATE \*\*\*\*\*

**Job:** Monroe County Court House

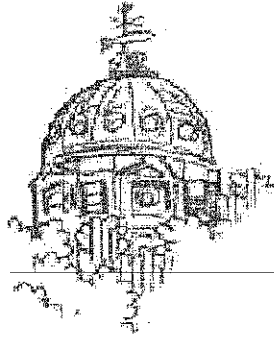
**Contact:** Mark Stoops  
Monroe County Commissioner

**Job Description:** Capital bronzing and abacus/plinth marbleizing

- hand paint faux marble finish on 8 column abacuses (base block of column) and plinths (top block above capital) on third floor to match second floor abacuses and plinths with a protective water-based polyurethane sealant.
- hand paint faux bronze finish on 20 column capitols with a protective water-based polyurethane sealant.
- refinish all existing second floor decorative bronze corbels above columns
- all paint and materials are included in estimate and purchased by the artist

**Estimated Time of Completion:** 1 week

**Total:** \$3,000.00



**MONROE COUNTY BOARD OF COMMISSIONERS**  
**REQUESTED AGENDA INFORMATION FOR THE COMMISSIONER'S MEETINGS**

TITLE OF ITEM THAT APPEARS ON THE COMMISSIONER'S AGENDA: Purchase of additional LED Bulbs from LED Source for the Courthouse.

- THE COMMISSIONERS WILL NOT ACCEPT THIS ITEM FOR THEIR BOARD OF COMMISSIONERS' MEETING IF THE EXECUTIVE SUMMARY IS NOT WRITTEN.

EXECUTIVE SUMMARY: This is for the purchase of 20 additional 8watt LED light bulbs to be Used in the Courthouse. The total cost is \$455.60.

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DATE ITEM WILL APPEAR ON THE COMMISSIONER'S AGENDA:

CONTACT PERSON: Jason Carnes PHONE NUMBER: 812-349-2553

PRESENTER AT COMMISSIONER'S MEETING (if other than contact person \_\_\_\_\_)

OFFICE/DEPARTMENT: Board of Commissioners

HAS THE MONROE COUNTY LEGAL DEPARTMENT REVIEWED ITEM? Yes Y No \_\_\_\_\_

INFORMATION PERTAINING TO A GRANT

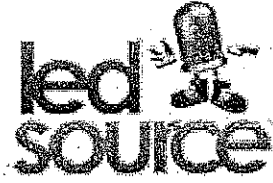
1. CURRENT STATUS OF GRANT REQUESTED: (new or renewal \_\_\_\_\_)

2. AMOUNT OF GRANT MONIES THAT WILL BE AWARDED:

Federal or State? \_\_\_\_\_  
 Local Match \_\_\_\_\_  
 Total? \_\_\_\_\_

SIGNED: [Signature] DATE: 6/24/12

(2 copies must be made: 1 given to Auditor's Office, 1 given to the Commissioner's Office)

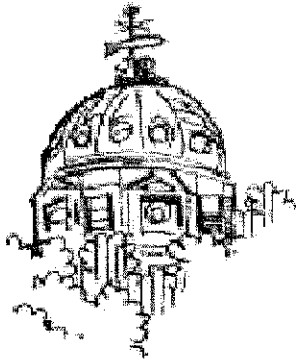


**Bill To** Monroe County Courthouse  
**Ship To** Monroe County Courthouse

**Invoice**  
 Date 6/14/2012  
 Invoice # 000495  
 Terms Due on receipt  
 Due Date 6/14/2012  
 PO #  
 Sales Rep Hugh Kremer  
 Ship Via  
 Ship Date 6/14/2012  
 Tracking #  
 FOB  
 Project

Quantity	Description	Options	Unit Price	Amount
20	A19 V1, 8w, 120v, 2700K		21.81	436.20
1	Shipping		19.40	19.40
<b>Total</b>				\$455.60
Amount Paid				455.60

All orders are subject to the LED Source LLC Terms and Conditions as posted on [www.ledsource.com](http://www.ledsource.com)



# MONROE COUNTY BOARD OF COMMISSIONERS

## REQUESTED AGENDA INFORMATION FOR THE COMMISSIONER'S MEETINGS

TITLE OF ITEM THAT APPEARS ON THE COMMISSIONER'S AGENDA: Koontz House Rezone to add Historic Preservation Overlay to Agriculture/Rural Reserve (AG/RR)

- THE COMMISSIONERS WILL NOT ACCEPT THIS ITEM FOR THEIR BOARD OF COMMISSIONERS' MEETING IF THE EXECUTIVE SUMMARY IS NOT WRITTEN.

This rezone request covers one parcel that is 6.08 acres, shown in Exhibit 1. The parcel contains one single-family built in 1872 with an accessory historic brick walkway, one historically sensitive carriage-style workshop. John F. and Malissa Koontz, who built the existing home, were early settlers of Monroe County, and once farmed over 500 acres in Indian Creek Township. The extended Koontz family was involved in the settlement and farming of Van Buren and Indian Creek Townships in Monroe County. The home is also a fine example of a traditional side hall I-house, and one of the few remaining brick examples.

The Monroe County Historic Preservation Board, during its meeting on June 11, 2012, considered petition 1204-REZ-03 for the HP Overlay and made a positive recommendation to approve, based on the findings, with a vote of 5-0, with the homeowner abstaining.

During its meeting on June 19, 2012, the Monroe County Plan Commission considered petition #1204-REZ-03 for the HP Overlay (Ordinance # 2012-23) and also made a positive recommendation to approve with one condition, (that the 1872 house and adjoining walkway be distinguished as historic, while the workshop be distinguished as non-historic) based on the findings, with a vote of 9-0.

DATE ITEM WILL APPEAR ON THE COMMISSIONER'S AGENDA: June 29, 2012

CONTACT PERSON: Jackie Scanlan PHONE NUMBER: X 2968

PRESENTER AT COMMISSIONER'S MEETING (if other than contact person) \_\_\_\_\_

OFFICE/DEPARTMENT: Planning

HAS THE MONROE COUNTY LEGAL DEPARTMENT REVIEWED ITEM? Yes X No \_\_\_\_\_

### INFORMATION PERTAINING TO A GRANT

1. CURRENT STATUS OF GRANT REQUESTED: (new or renewal) \_\_\_\_\_

2. AMOUNT OF GRANT MONIES THAT WILL BE AWARDED:

Federal or State? \_\_\_\_\_

Local Match \_\_\_\_\_

Total? \_\_\_\_\_

SIGNED: Jackie Scanlan DATE: 06/22/12  
(2 copies must be made: 1 given to Auditor's Office, 1 given to the Commissioner's Office)

**ORDINANCE # 2012-23**

**Koontz House Property Historic Preservation Overlay**

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

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

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

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

SECTION I.

The Monroe County Zoning Ordinance is amended to reclassify the following property:

Koontz House Property at 7401 South Mount Zion Road (6.08 acres) Indian Creek Township Section 3, Plat 7 (see attached Exhibit A);

by adding the Historic Preservation Overlay on the subject site, while preserving the underlying Agricultural/Rural Reserve (AG/RR) zoning district.

SECTION II.

There is one condition of approval attached to this request. The Koontz House and accessory walkway will be classified as historic, and the workshop will be classified as non-historic.

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 29<sup>th</sup> day of June, 2012.

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

"Yes" Votes

"No" Votes

\_\_\_\_\_  
Patrick Stoffers, President

\_\_\_\_\_  
Patrick Stoffers, President

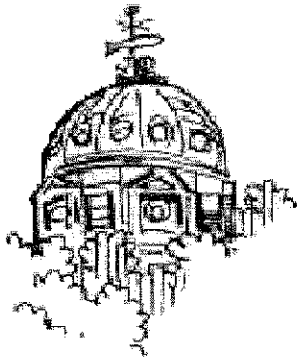
\_\_\_\_\_  
Iris F. Kiesling, Vice-President

\_\_\_\_\_  
Iris F. Kiesling, Vice-President

\_\_\_\_\_  
Mark Stoops, Member

\_\_\_\_\_  
Mark Stoops, Member

Attest:  
\_\_\_\_\_  
Amy Gerstman, Monroe County Auditor



**MONROE COUNTY BOARD OF COMMISSIONERS**  
**REQUESTED AGENDA INFORMATION FOR THE COMMISSIONER'S MEETINGS**

TITLE OF ITEM THAT APPEARS ON THE COMMISSIONER'S AGENDA: Resolution 2012-16  
Nomination to the National Register of Historic Places of the John F. and Malissa Koontz House

- **THE COMMISSIONERS WILL NOT ACCEPT THIS ITEM FOR THEIR BOARD OF COMMISSIONERS' MEETING IF THE EXECUTIVE SUMMARY IS NOT WRITTEN.**

Monroe County (c/o the Historic Preservation Board) is a Certified Local Government (CLG) entity. According to the Indiana Certified Local Government Regulations, CLGs shall participate in the nomination of properties to the National Register. Applications for properties located entirely within the jurisdiction of a CLG will be directed to and processed by that CLG.

The Koontz House is located at 7401 South Mount Zion Road. The parcel contains one single-family built in 1872 with an accessory historic brick walkway and one historically sensitive carriage-style workshop. John F. and Malissa Koontz, who built the existing home, were early settlers of Monroe County, and once farmed over 500 acres in Indian Creek Township. The extended Koontz family was involved in the settlement and farming of Van Buren and Indian Creek Townships. The home is also a fine example of a traditional side hall I-house, and one of the few remaining brick examples. During its meeting on June 11, 2012, the Monroe County Historic Preservation Board of Review considered petition #1204-HPNR-01, the nomination to the National Register of Historic Places for the Koontz House (Resolution 2012-16) and made a recommendation to approve thereon, based on the findings, with a vote of 5-0.

DATE ITEM WILL APPEAR ON THE COMMISSIONER'S AGENDA: June 29, 2012

CONTACT PERSON: Jackie Scanlan PHONE NUMBER: X 2968

PRESENTER AT COMMISSIONER'S MEETING (if other than contact person) \_\_\_\_\_

OFFICE/DEPARTMENT: Planning

HAS THE MONROE COUNTY LEGAL DEPARTMENT REVIEWED ITEM? Yes X No \_\_\_\_\_

**INFORMATION PERTAINING TO A GRANT**

1. CURRENT STATUS OF GRANT REQUESTED: (new or renewal) \_\_\_\_\_

2. AMOUNT OF GRANT MONIES THAT WILL BE AWARDED:  
Federal or State? \_\_\_\_\_  
Local Match \_\_\_\_\_  
Total? \_\_\_\_\_

SIGNED: Jackie Scanlan DATE: 06/22/12  
(2 copies must be made: 1 given to Auditor's Office, 1 given to the Commissioner's Office)

## **Resolution 2012-16**

A resolution supporting the nomination to the National Register of Historic Places of the John F. and Malissa Koontz House.

WHEREAS, The Monroe County Historic Preservation Board of Review was established on January 26, 2001;

WHEREAS, Monroe County was designated a Certified Local Government (CLG) by the National Park Service (NPS) and the Indiana State Historic Preservation Office on March 31, 2003;

WHEREAS, Certified Local Governments shall participate in the nomination of properties to the National Register;

WHEREAS, The Monroe County Historic Preservation Board of Review, after reasonable opportunity for public comment, shall prepare a report as to whether or not such property, in its opinion, meets the criteria of the National Register.

WHEREAS, the Monroe County Historic Preservation Board of Review conducted an advertised public hearing on the nomination to the National Register of Historic Places for the John F. and Malissa Koontz House (Case #1204-HPNR-01), on the following date, and heard and accepted all public comments and objections during the hearing: June 11, 2012;

WHEREAS, the Monroe County Historic Preservation Board of Review approved the nomination to the National Register of Historic John F. and Malissa Koontz House on June 11, 2012, and certified the nomination to the Board of Commissioners of the County of Monroe, Indiana ("Board of Commissioners");

WHEREAS, The Monroe County Board of Commissioners shall transmit the report of the Board of Review and their recommendation to the State Historic Preservation Officer (SHPO);

WHEREAS, the Board of Commissioners has received and reviewed the nomination to the National Register of Historic Places of the John F. and Malissa Koontz House;

WHEREAS, the Board of Commissioners hereby finds that the nomination to the National Register of Historic of the John F. and Malissa Koontz House would promote the educational, cultural, economic, aesthetic and general welfare of the public through the preservation and protection of historic or architecturally worthy buildings, structures, sites, monuments, streetscapes, squares and neighborhoods throughout the unincorporated areas of Monroe County, Indiana;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners as follows:

1. The nomination described above is hereby accepted and approved.
2. The Monroe County Historic Preservation Board of Review shall be, and hereby is, directed to transmit to the Division of Historic Preservation and Archaeology the completed National Register Application, the Historic Preservation Board of Review's report, and this Resolution 2012-16 of the Board of Commissioners.

Adopted this 29<sup>th</sup> day of June, 2012.

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

“AYES”

“NAYS”

\_\_\_\_\_  
PATRICK STOFFERS, President

\_\_\_\_\_  
PATRICK STOFFERS, President

\_\_\_\_\_  
IRIS KIESLING, Vice-President

\_\_\_\_\_  
IRIS KIESLING, Vice-President

\_\_\_\_\_  
MARK STOOPS, Member

\_\_\_\_\_  
MARK STOOPS, Member

ATTEST: \_\_\_\_\_  
Amy Gerstman, Auditor



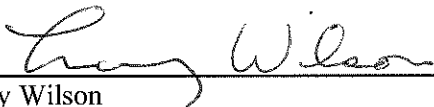
OFFICE OF  
MONROE COUNTY PLAN COMMISSION  
COURTHOUSE - ROOM 306  
BLOOMINGTON, IN 47404

TO: THE COMMISSIONERS OF MONROE COUNTY, INDIANA

CERTIFICATION

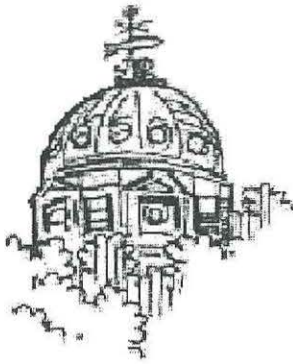
I, Larry Wilson, hereby certify that during its meeting on June 11, 2012, the Monroe County Historic Preservation Board of Review considered petition #1204-HPNR-01, the nomination to the National Register of Historic Places of the John F. and Malissa Koontz House (Resolution 2012-16) and made a recommendation to approve thereon, based on the findings, with a vote of 5-0.

This nomination to the National Register of Historic Places of the John F. and Malissa Koontz House is being forwarded for your consideration pursuant to Certified Local Government regulations.



\_\_\_\_\_  
Larry Wilson  
Planning Director/Plan Commission Secretary

June 26, 2012  
Date



**MONROE COUNTY BOARD OF COMMISSIONERS**  
**REQUESTED AGENDA INFORMATION FOR THE COMMISSIONER'S MEETINGS**

TITLE OF ITEM THAT APPEARS ON THE COMMISSIONER'S AGENDA: Ordinance 2012-30  
An ordinance approving an interlocal agreement with the City of Bloomington. Re Jag Grant

- THE COMMISSIONERS WILL NOT ACCEPT THIS ITEM FOR THEIR BOARD OF COMMISSIONERS' MEETING IF THE EXECUTIVE SUMMARY IS NOT WRITTEN.

EXECUTIVE SUMMARY: This interlocal takes the place of the interlocal approved by Ordinance 2012-20. The grant award was higher. The County's project and allocation remains the same.

DATE ITEM WILL APPEAR ON THE COMMISSIONER'S AGENDA: June 29

CONTACT PERSON: Jeff Cockerill PHONE NUMBER: 2525

PRESENTER AT COMMISSIONER'S MEETING (if other than contact person \_\_\_\_\_)

OFFICE/DEPARTMENT: \_\_\_\_\_

HAS THE MONROE COUNTY LEGAL DEPARTMENT REVIEWED ITEM? Yes  No

**INFORMATION PERTAINING TO A GRANT**

1. CURRENT STATUS OF GRANT REQUESTED: (new or renewal \_\_\_\_\_)

2. AMOUNT OF GRANT MONIES THAT WILL BE AWARDED:

Federal or State? \_\_\_\_\_  
Local Match \_\_\_\_\_  
Total? \_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

(2 copies must be made: 1 given to Auditor's Office, 1 given to the Commissioner's Office)

ORDINANCE 2012- 30

An Ordinance Approving the Interlocal Cooperation Agreement between the City of Bloomington, Town and Monroe County, Indiana, in regards to 2012 Edward Byrne Memorial Justice Assistance Grant (JAG)

WHEREAS, the City of Bloomington, Indiana ("City"), and the County of Monroe, Indiana ("County"), desire to enter interlocal agreement ("Agreement") which authorizes the purchase and training of one officer for a polygraph machine; and,

WHEREAS, the form of the Agreement has been developed and is attached to this Ordinance as Exhibit A; and,

WHEREAS, the County, acting by and through its Board of Commissioners, hereby finds that the Agreement promotes the public interest and should be approved; and,

WHEREAS, Ordinance 2012-20 was approved to address this subject matter, the award is greater than what is stated in that ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of Monroe County, Indiana, that the Exhibit A Agreement shall be, and hereby is, approved. Ordinance 2012-20 is hereby rescinded.

Approved this 29<sup>th</sup> day of June, 2012, by the Board of Commissioners of Monroe County.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

\_\_\_\_\_  
Mark Stoops, President

\_\_\_\_\_  
Mark Stoops, President

\_\_\_\_\_  
Iris F. Kiesling, Vice President

\_\_\_\_\_  
Iris F. Kiesling, Vice President

\_\_\_\_\_  
Patrick Stoffers, Member

\_\_\_\_\_  
Patrick Stoffers, Member

ATTEST:

\_\_\_\_\_  
Amy Gerstman, Auditor

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
THE CITY OF BLOOMINGTON AND  
MONROE COUNTY, INDIANA  
IN REGARDS TO 2012 EDWARD BYRNE MEMORIAL  
JUSTICE ASSISTANCE GRANT (JAG)

WHEREAS, Indiana Code § 36-1-7-1 *et seq.* permits governmental entities to jointly exercise powers through Interlocal Cooperation Agreements; and

WHEREAS, each governmental entity, in performing their governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governmental entity finds that the performance of this Interlocal Cooperation Agreement is in the best interests of both entities, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Interlocal Cooperation Agreement; and

WHEREAS, this Interlocal Cooperation Agreement reflects the commitments and understandings agreed to by the governmental entities in order to efficiently and effectively utilize proceeds received from the 2012 Edward Byrne Memorial Justice Assistance Grant (JAG).

NOW, THEREFORE, City of Bloomington and Monroe County, Indiana, hereby agree as follows:

Section 1. Payment

The City of Bloomington (hereinafter, "City") agrees to pay Monroe County, Indiana (hereinafter, "County"), a total of \$17,325.00 of funds received from the Recovery Act: Justice Assistance Grant (hereinafter "JAG").

The City shall collect and deposit \$16,698.00 in JAG funds into its own account.

Section 2. Use of Funds

The City shall use its portion of the funds to purchase two eDesk Kiosks. These eDesk Kiosks will allow the Police Department to provide the citizens of Bloomington 24 hour a day, 365 day a year access to information and services from the Police Department. Services available via this system include: online crime reporting, various permits, submitting anonymous crime tips, contacting officers or detectives, public access requests, citizens complaints as well as compliments from citizens, extra patrol requests, driving directions and much more. One kiosk will be located at the Police Department and a second will be located in City Hall.

The City shall also use a portion of its funds to purchase a secure server so that both the City's Police Department and the County's Sheriff's Department may access the Law Enforcement National Data Exchange managed by the FBI's Criminal Justice Information Services (CJIS) Division.

The county shall use its portion of the funds to purchase and install 3 complete in-car video systems.

### Section 3. Liability

Nothing in the performance of this Interlocal Cooperation Agreement (hereinafter, "Agreement") shall impose any liability for claims against either governmental entity other than claims for which liability may be imposed by the Indiana Tort Claims Act.

### Section 4. Responsibility

Each entity to this Agreement shall be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

### Section 5. Commitment

The entities shall communicate and cooperate with one another to ensure that the purposes of this Agreement are achieved on behalf of and to the benefit of the publics they serve.

### Section 6. Third Parties

The entities to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

### Section 7. Intent

By entering into this Agreement, the entities do not intend to create any obligations express or implied other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

### Section 8. Severability

If any provision of this Agreement is declared, by a court of competent jurisdiction, to be invalid, null, void or unenforceable, the remaining provisions shall not be affected and shall have full force and effect.

### Section 9. Appropriation of Funds

The entities acknowledge and agree that the performance of this Agreement is subject to the appropriation of sufficient funds by JAG. The parties agree to make a good faith effort to obtain all necessary appropriations and to comply with all provisions of this Agreement to the extent feasible under current or future appropriations.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by the Monroe County, Indiana Commissioners:

MONROE COUNTY, INDIANA

ATTEST:

\_\_\_\_\_  
MARK STOOPS, President  
Monroe County Commissioners

\_\_\_\_\_  
AMY GERSTMAN, Auditor

\_\_\_\_\_  
IRIS F. KIESLING, Vice President  
Monroe County Commissioners

\_\_\_\_\_  
PATRICK STOFFERS, Commissioner  
Monroe County Commissioners

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by the City of Bloomington Common Council.

\_\_\_\_\_  
TIM MAYER, President  
Bloomington Common Council

ATTEST:

\_\_\_\_\_  
REGINA MOORE, Clerk

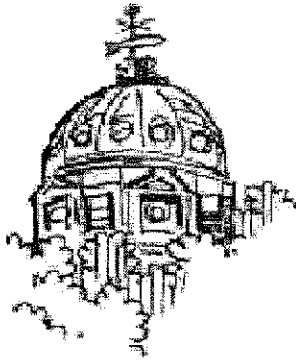
Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by the City of Bloomington.

CITY OF BLOOMINGTON, INDIANA

ATTEST:

\_\_\_\_\_  
MARK KRUZAN, Mayor

\_\_\_\_\_  
REGINA MOORE, Clerk



# MONROE COUNTY BOARD OF COMMISSIONERS

## REQUESTED AGENDA INFORMATION FOR THE COMMISSIONER'S MEETINGS

TITLE OF ITEM THAT APPEARS ON THE COMMISSIONER'S AGENDA: Contract with Cassady Electrical Contractors Inc.

- THE COMMISSIONERS WILL NOT ACCEPT THIS ITEM FOR THEIR BOARD OF COMMISSIONERS' MEETING IF THE EXECUTIVE SUMMARY IS NOT WRITTEN.

EXECUTIVE SUMMARY: This contract is for the electrical work made necessity by space Planning on the Third floor of the Courthouse. The cost is \$20,537.

DATE ITEM WILL APPEAR ON THE COMMISSIONER'S AGENDA: June 29

CONTACT PERSON: Jeff Cockerill/ Jason Carnes PHONE NUMBER: 2525

PRESENTER AT COMMISSIONER'S MEETING (if other than contact person \_\_\_\_\_)

OFFICE/DEPARTMENT: \_\_\_\_\_

HAS THE MONROE COUNTY LEGAL DEPARTMENT REVIEWED ITEM? Yes  No

### INFORMATION PERTAINING TO A GRANT

1. CURRENT STATUS OF GRANT REQUESTED: (new or renewal \_\_\_\_\_)

2. AMOUNT OF GRANT MONIES THAT WILL BE AWARDED:

Federal or State? \_\_\_\_\_  
Local Match \_\_\_\_\_  
Total? \_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

## **COURTHOUSE Third Floor Electrical**

Agreement made the 29<sup>th</sup> day of June, 2012, between Cassady Electrical Contractors, Inc., ("Contractor") and Board of Commissioners of Monroe County ("Board"). The Contractor and Board mutually agree as follows:

1. **Project.** The undersigned Contractor, having familiarized itself with the site conditions existing at the County Courthouse, 100 W. Kirkwood Ave., Bloomington, Indiana, does hereby agree to provide all services and materials necessary to prepare, perform and complete the Project in a manner consistent with and in accordance with the methods, materials and details described in Exhibit A, and briefly summarized as follows: Electrical work for third floor offices of the Courthouse.
2. **Term.** The project will commence as soon as practicable given the ongoing construction at the site. Contractor will work with Weddle Brothers on the appropriate scheduling.
3. **Cost.** Upon completion of the work, submission of an invoice by the Contractor, and approval of the claim by the Board, Contractor shall be paid the total sum of \$20,537.
4. **Worker's Compensation.** Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the 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.
5. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance, and name the Monroe County Board of Commissioners as additional insured, to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.
6. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board or its employees.
7. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

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



8. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:

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

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

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

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

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

Cassady Electrical Contractor's Inc.  
"Contractor"

Board of Commissioners of Monroe County  
"Board"

\_\_\_\_\_

by

Date \_\_\_\_\_

\_\_\_\_\_

ATTEST: June 29, 2012

\_\_\_\_\_

Amy Gerstman, Auditor



## CASSADY ELECTRICAL CONTRACTORS INC.

Mail: P.O. Box 53, Ellettsville, Indiana 47429  
Office: 2200 W. Tapp Road, Bloomington, Indiana 47403  
Phone: (812) 332-7361 / Fax: (812) 336-5232

June 7, 2012

Attention: Bill Ludlow

Re: Monroe County Courthouse – Structural Repairs – 6039 / 3<sup>rd</sup> Floor Changes

Cassady Electrical Contractors Inc. is pleased to offer a quote of **\$20,537.00** to do the following work.

Scope:

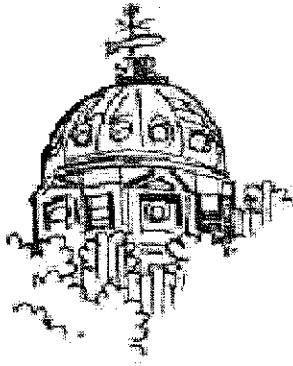
- **3<sup>rd</sup> Floor West**

- Room 309:
  - Demo wiremold to allow for new wall construction and new fan coil unit.
  - Provide and install power for new fan coil unit.
  - Re-work existing wiremold to incorporate new receptacles.
  - Provide and install 4 new receptacles for the new walls.
  - Provide and install new single pole switching.
- Room 310:
  - Provide and install A/B 3-way switching at the entrance to room 310.
- Room 329:
  - Provide and install power for new fan coil unit.
  - Provide and install 5 new receptacles in the new walls.
  - Provide and install new single pole switching.
  - Demo wiremold to allow for new wall construction and new fan coil unit.
- Room 312:
  - Provide and install floor box under conference room table.
  - Provide and install TV location.
  - Provide and install 7 new receptacles for the new walls.
  - Provide 6 can lights above conference table with a dimmer switch.
  - Provide and install 3-way switching for the lay-in fixtures,
- Room Intern:
  - Provide and install 2 new receptacles for the new walls.
  - Provide and install power for new water cooler.
- Room Passage 331:
  - Provide and install A/B 3-way switching at the entrance to passage 331.
- Room 311:
  - Demo existing light switch.
  - Demo 2 existing receptacles.
  - Demo existing wiremold.
- Room 330:
  - Provide and install receptacle for new workstation.
- Lighting:
  - There are nine 2 lamp fixtures and nine 4 lamp fixtures that will be re-located and re-wired to best accommodate the new ceiling layout. We have not figured for any new lay-in fixtures to be provided.
- Data:
  - Remove and safely store 76 CAT 6 circuits.
  - Place 76 circuits after wall changes are complete.
  - Re-terminate 61 CAT 6 cables
  - Excludes any damage to existing cables due to construction. All Contractors need to be aware that existing cables need to be protected.

- **3<sup>rd</sup> Floor East**
  - Room 319:
    - Relocate the existing fire alarm horn strobe to allow for new wall construction.
    - Relocate 2x4 lay-in fixture to accommodate new ceiling layout.
    - Provide and install single pole switching.
  - Room 318:
    - Provide and install single pole switching.
    - Relocate 2x4 lay-in fixture to accommodate new ceiling layout.
    - Provide and install receptacle in new wall.
  - Room 323:
    - Provide and install floor box under conference room table.
    - Provide and install tv location.
    - Provide and install 6 new can lights above conference table with a dimmer switch.
    - Provide and install power for projector.
      - Projector and screen excluded.
    - Provide and install A/B 3-way switching.
  - Room 322:
    - Provide and install power for copier.
  - Lighting:
    - We haven't allowed for any additional lay-in fixtures. The existing fixtures will be relocated to accommodate for the new ceiling layout.
  - Data:
    - Remove 3 CAT 6 circuits.
    - Store 3 CAT 6 circuits.
    - Reinstall and terminate 3 CAT 6 circuits.
    - Excludes any damage to existing cables due to construction. All Contractors need to be aware that existing cables need to be protected.
- The above work is figured for normal business hours Monday-Friday 7:00am-3:30pm.

Thanks,

Adam Barrow  
 Cassady Electrical Contractors Inc  
 Phone: (812) 332-7361  
 Cell: (812) 325-3034  
 E-mail: [adam.barrow@cassadyelectric.com](mailto:adam.barrow@cassadyelectric.com)



# MONROE COUNTY BOARD OF COMMISSIONERS

## REQUESTED AGENDA INFORMATION FOR THE COMMISSIONER'S MEETINGS

TITLE OF ITEM THAT APPEARS ON THE COMMISSIONER'S AGENDA: Contract with Commercial Cleaning Services for Cleaning Services in the Courthouse, Showers Building, and Health Building

- THE COMMISSIONERS WILL NOT ACCEPT THIS ITEM FOR THEIR BOARD OF COMMISSIONERS' MEETING IF THE EXECUTIVE SUMMARY IS NOT WRITTEN.

EXECUTIVE SUMMARY: The Contract is for cleaning services. A draft of the Contract is attached.

DATE ITEM WILL APPEAR ON THE COMMISSIONER'S AGENDA: June 29

CONTACT PERSON: Jeff Cockerill PHONE NUMBER: 2525

PRESENTER AT COMMISSIONER'S MEETING (if other than contact person \_\_\_\_\_)

OFFICE/DEPARTMENT: \_\_\_\_\_

HAS THE MONROE COUNTY LEGAL DEPARTMENT REVIEWED ITEM? Yes  No

### INFORMATION PERTAINING TO A GRANT

1. CURRENT STATUS OF GRANT REQUESTED: (new or renewal \_\_\_\_\_)

2. AMOUNT OF GRANT MONIES THAT WILL BE AWARDED:

Federal or State? \_\_\_\_\_  
Local Match \_\_\_\_\_  
Total? \_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

(2 copies must be made: 1 given to Auditor's Office, 1 given to the Commissioner's Office)

## JANITORIAL SERVICE AGREEMENT

This Agreement is made between the Board of Commissioners of Monroe County ("County") and Tony Newton, d/b/a Commercial Cleaning Service ("Contractor"), effective on the date last written below. In consideration of the mutual covenants and conditions set forth below, County and Contractor do hereby agree as follows:

1. The Work. Contractor shall perform all janitorial and cleaning services at the North Showers Building, Bloomington, Indiana, the County Courthouse located at 100 W. Kirkwood Ave, and the County Health Building located at 119 W. Seventh Street ("the Work") in accordance with the terms of this Agreement and as described in Exhibit A. The Work shall be performed between 6 p.m. and 7 a.m., Sunday through Thursday, unless otherwise agreed.
2. Equipment and Supplies. Contractor shall furnish all necessary cleaning supplies except that County will furnish toilet paper, paper towels, hand soap and waste can liners as necessary.
3. Quality of Work. Contractor shall warrant and guarantee, and Contractor does hereby warrant and guarantee, that all work done by Contractor in connection with the Work will be done and performed in a proper and workmanlike manner and according to approved methods employed at the time in the doing of like work and according to the specification in the manner best suited to the conditions surrounding the performance of the Work. It is expressly understood, however, that Contractor shall correct, at Contractor's sole cost, any Work, which in the opinion of the County is unsatisfactory, defective, or improper.
4. Worker's Compensation. Contractor shall provide County with a Certificate of Compliance with Worker's Compensation and shall keep the same in full force and effect during the duration of this Agreement.
5. Liability Insurance. Contractor shall provide the County with a Certificate of Insurance reflecting comprehensive general liability coverage in amounts of at least \$500,000 per occurrence, and \$1,000,000 aggregate.
6. Indemnity. Contractor assumes all risk and responsibilities for accidents, injuries or damages to person or property related to the performance of the Work, and agrees to indemnify and save harmless the County from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Work, except such claims, costs or suits arising out of the fault of the County or its employees.
7. Non-discrimination. In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job

applicant with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work. It is further agreed that a breach of this covenant may be considered a material breach of the contract.

8. Security. Contractor shall insure that all employees assigned to the Work have not been convicted of a felony or any crime involving dishonesty or moral turpitude.
9. Compensation. In consideration of the performance of the Work, County agrees to pay Contractor the sum of One Hundred Sixty Six Thousand Four Hundred Dollars (\$166,400), in bi-weekly installments of approximately Six Thousand Four Hundred Dollars (\$6,400). Such sum is apportioned to the buildings as follows:
  - a. Showers—Biweekly \$3,200
  - b. Courthouse—Biweekly \$2,200
  - c. Health Building—Biweekly \$1,000

Compensation adjustments: The fees and charges as shown on Exhibit B shall increase on January 1 of each year, commencing with January 1, 2014, in the same percentage as the average annual increase in individual wages and salaries given by the County to its employees in the immediately preceding calendar year. For example, if the average annual increase in individual wages and salaries given in 2013 is 2 percent (2%), each of the fees and charges as shown on Exhibit B shall increase on January 1, 2014 by 2%. If the County does not give increases in individual wages and salaries in any calendar year, the fees and charges shown on Exhibit B shall not increase on the following January 1.

Fees may also be renegotiated for increased cleaning requirements in the Health Building due to potential move of the Futures Family Planning Clinic.

10. Additional Services. Additional work that is not covered by this Agreement will be performed by the Contractor for \$35.00/hr.
  - a. Additional cleaning services requested by the Monroe County Commissioners Office for special county events will be performed by the contractor for \$35.00 per hour. Contractor shall invoice County for these special county events as Additional Services, and will not be included in the bi-weekly contract price.
  - b. Additional cleaning services requested by the Monroe County Commissioners Office as a result of courthouse rental for non-governmental purposes will be performed by the Contractor for the sum of

\$100 per event. Said sum will not be included in the bi-weekly contract price.

11. Term. The term of this agreement shall be for two and one half years commencing July 1, 2012 and ending on December 31, 2014. However, it shall be terminable with or without cause upon 30 days written notice by the County or the Contractor. Such termination may be either in whole or a building by building basis.
12. Sub-Contracting and Assignment. This Agreement shall not be assigned by Contractor, nor shall any sub-contract be made by Contractor in respect to any part of the Work without the prior written consent of the County.
13. Independent Contractor. It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the County for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana employment insurance laws.
14. Governing Law. This Agreement shall be governed in accordance with the laws of the State of Indiana.
15. Compliance with State Law. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:
  - Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
  - Contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists.
  - Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

IN WITNESS WHEREOF, County and Contractor have executed this Agreement this \_\_\_\_\_ day of June, 2012 in two counterparts, each of which shall be deemed an original.

**“COUNTY”**

BOARD OF COMMISSIONERS

\_\_\_\_\_  
Mark Stoops, President

\_\_\_\_\_  
Iris Kiesling, Vice President

\_\_\_\_\_  
Patrick Stoffers, Member

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Amy Gerstman, Auditor

**“CONTRACTOR”**

COMMERCIAL CLEANING SERVICE

\_\_\_\_\_  
Tony Newton

\_\_\_\_\_  
Date