



**MONROE COUNTY BOARD OF COMMISSIONERS AGENDA
MONROE COUNTY COURTHOUSE
JUDGE NAT U. HILL III MEETING ROOM
BLOOMINGTON, INDIANA
August 22, 2014
9:00 a.m.**

	Page Number
I. CALL TO ORDER	
II. PLEDGE OF ALLEGIANCE	
III. PUBLIC COMMENT	
IV. APPROVAL OF MINUTES	1
A. August 8, 2014	
V. APPROVAL OF PAYROLL AND CLAIMS	
VI. REPORTS	
A. Weights and Measurers Monthly Report: June 16-July 15, 2014	9
B. Treasurer's Monthly Report: Month Ending July 31, 2014	10
VII. PROCLAMATION	12
A. Women's Equality Day	
VIII. CARES GRANT AWARDS	13

IX. NEW BUSINESS

- A. Ratification of Agreement Between Monroe County Health Department and Indiana Family Health Council** **14**
Fund Name: Futures Clinic **Fund Number:** 8126
Amount: \$146,149
Penny Caudill, Health Department
- B. Agreement Between Ivy Tech Community College and Monroe County for Emergency Warning Siren Easement Agreement** **35**
Jim Comerford, Emergency Management
- C. Ordinance 2014-25: Magnolia Farm Planned Unit Development, Outline Plan** **43**
Beth Rosenbarger, Planning Department
- D. Ratification of Grant Application with the Indiana Supreme Court Division of State Court Administration** **112**
Troy Hatfield, Community Corrections
- E. Memorandums of Understanding with the Monroe County Circuit Court and Centerstone and Amethyst House for the Mental Health Pilot Project** **128**
Troy Hatfield, Community Corrections
- F. Resolution 2014-16: A Resolution Authorizing the Filling of an Application for a Grant Under Section 5311 of the Federal Transit Act** **138**
Kerry Conway, Rural Transit / Area 10
- G. Approval of a Federal Grant Application by Rural Transit/Area 10 for Operating Year 2015** **140**
Fund Name: Rural Transit **Fund Number:** 8106
Amount: Pass Through Grant [\$1,003,283]
Kerry Conway, Rural Transit / Area 10
- H. Stinesville Road Bridge #12; Ratification of Change Order #3** **183**
Fund Name: Cumulative Bridge Fund **Fund Number:** 1135-448-30.0034
Amount: \$6,422.25
Bill Williams, Public Works/Engineering

- I. Fullerton Pike Corridor Project; Owner-Engineer Agreement Amendment** **188**
No. 7. Vendor: American Structurepoint, Inc.
Fund Name: Local Road & Street Fund **Fund Number:** 1169-450-30.0009
Amount: \$211,700
Bill Williams, Public Works/Engineering
- J. Hunters Creek Road; Ratification of Federal Lands Access Program Project** **198**
Memorandum of Agreement
Fund Name: Local Road & Street Fund **Fund Number:** 1169-450-30.0013
Amount: \$450,000
Bill Williams, Public Works/Engineering
- K. Addendum to Contract with SBC Global Services, Inc (d/b/a AT&T) for the** **208**
Central Emergency Dispatch Center
Fund Name: Rainy Day **Fund Number:** 1186
Angie Purdie, Commissioners' Administrator
- L. Amendment to the Activate Healthcare Agreement for Management and** **214**
Professional Services
Fund Name: Health Fund **Fund Number:** 5200-195
Jeff Cockerill, County Legal / Nancy Panzarella, Human Resources
- M. Ordinance 2014-27: An Ordinance Approving an Interlocal Cooperation** **218**
Agreement with Stinesville Regarding Police Response
Fund Name: County General **Fund Number:** 1000-161-30.00012
Amount: \$4,209
Jeff Cockerill, County Legal

X. APPOINTMENT

XI. ANNOUNCEMENTS

XII. ADJOURNMENT



MINUTES
MONROE COUNTY BOARD OF COMMISSIONERS
August 8, 2014
MONROE COUNTY COURTHOUSE
JUDGE NAT U. HILL III MEETING ROOM

The Monroe County Commissioners met in a regular meeting on August 8, 2014 at 9:00 a.m. with the following members present: Patrick Stoffers, President; Iris Kiesling, Vice President; and Julie Thomas, Member. Also present: Steve Saulter, Auditor; Lisa Ridge, Operations Manager, Engineering; Jeff Cockerill, County Attorney; Angie Purdie, Commissioners' Administrator; and Connie Axsom, Deputy Auditor.

I. CALL TO ORDER

This meeting was called to order by Patrick Stoffers.

II. PLEDGE OF ALLEGIANCE

The *Pledge of Allegiance* was led by Patrick Stoffers.

III. PUBLIC COMMENT

[None]

IV. APPROVAL OF MINUTES

A. July 25, 2014

Kiesling moved to approve the minutes. Thomas seconded.

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

V. APPROVAL OF PAYROLL (\$1,317,654.31) AND CLAIMS (\$3,368,864.07)

Kiesling moved to approve payroll and claims. Thomas seconded.

(Steve Saulter, Auditor) The Auditor's office is asking that you approve the following: payroll and payroll-related claims of \$1,317,654.31 and vendor claims of \$3,368,864.07; for a grand total of \$4,686,518.38.

(Kiesling) Do I see that a portion of the claims is \$2,000,000 for COIT?

(Saulter) Yes. That is the monthly COIT, a check that goes out to all of the units.

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

VI. TIMBER SALE DISTRIBUTION TO LOCAL FIRE DEPARTMENTS

(Stoffers) One of the nice things we get to do once a year is to distribute timber sale proceeds to our local fire departments.

(Kiesling) We are giving out \$2,500 to each of the following:

- Bean Blossom/Stinesville Township Fire Department
- Benton Township Volunteer Fire Department
- Bloomington City Fire Department
- Bloomington Township Volunteer Fire Department
- Ellettsville Fire Department
- Indian Creek Firefighters, Inc.
- Perry Clear Creek Fire Protection District
- Van Buren Township Volunteer Fire Department

VII. NEW BUSINESS

A. Ordinance 2014-24: Amendments to the Text of Chapter 801-Definitions; Amendment to Chapter 802-Zones and Permitted Uses to Add Truck Stop/Travel Plaza as Conditional Use in the HI (Heavy Industry) Zone; and Amendment to Chapter 813-Conditional Uses to Add Truck Stop/Travel Plaza to the Conditional Uses List and Establish Requirements for Approval

Kiesling moved to approve Ordinance 2014-24. Thomas seconded.

(Larry Wilson Director, Planning Department) This is Ordinance 2014-24. As the summary says this adds a new provision to our zoning ordinance to provide a definition for truck stop/travel plaza. It makes it a conditional use in the Heavy Industrial (HI) Zone and establishes conditions by which the Board of Zoning Appeals could approve the use in the HI district. This comes from the Plan Commission with a favorable recommendation of 7-0. I want to note that we did have a lot of public involvement with this. We had public hearings. This was presented to committees of the Chamber of Commerce and other business groups. We sent this out to various trucking companies and other interested parties. There has been a lot of involvement with this process. Right now we have no provision that specifically deals with truck stops or travel plazas. This ordinance will provide that and really assure that if we do have a truck stop or travel plaza wanting to locate along I-69, we will have a way of assuring that it will be a quality operation that will minimize the impact on local infrastructure and services.

(Thomas) As of right now INDOT has no plans to build any rest areas along I-69, so likely there would be an interest in having a truck stop/travel plaza somewhere in our county. What I really appreciate about this ordinance is that we have managed to minimize idling time. We've minimized where there is overnight parking and that they have to have electrification stations where the truck plugs into a generator system instead of running. In addition, the requirement that they maintain spills. If there is any hazardous spills that those are contained very quickly. I appreciate the work that has gone into this.

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

B. Contract Between YSB Monroe County and Admin Solutions for the Purposes of Acquiring Residential/Clinical Database Services name "Childtrax"
Fund Name: Professional Services – 1503 Fund Number: 9111-002-30.0001
Amount: \$10,542

Kiesling moved to approve the contract. Thomas seconded.

(Angie Purdie, Commissioners' Administrator) This will provide a database for all of YSB functions. They have been working on acquiring this beginning in 2011, so they are quite excited about this going into place. It is completely grant funded and is coming out of their 1503 Grant that was just re-awarded in July. This will help them meet their reporting needs in a more efficient manner.

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

C. Ordinance 2014-26: Amendments to the Noise Control Provisions of Monroe County Code 380

Kiesling moved to approve Ordinance 2014-26. Thomas seconded.

(David Schilling, County Legal) We were here at the end of June asking you to adopt Ordinance 2014-23, which were comprehensive amendments to the Noise Ordinance. We are here today to present some amendments to that ordinance. The amendments that we are presenting today were prepared to address concerns raised by the Indiana Department of Transportation (INDOT) concerning the construction of I-69. Specifically INDOT contended the application of the ordinance to its construction activities would essentially prohibit it from completing its statutory responsibilities for road construction. That is a question of fact and to address that question the State presented a number of witnesses, including an expert witness to the Marion Superior Court and persuaded the judge to issue a temporary restraining order against the County from the enforcement of that ordinance, so the status quo was maintained in that respect. To pursue this case, the County would have to come up with a number of witnesses and engage in extensive and expensive discovery. In fact, we do not have the resources in place to take that approach. Under the circumstances as a matter of policy, it makes sense to expect the State of Indiana to address

the reasonable noise concerns of its citizens that relate to the State's activities. Today the ordinance that we are presenting to you makes basically two changes with respect to the noise situation down south. One is that it would exempt the State and its agencies from the provisions of the Noise Ordinance. We would expect another governmental entity that was formed to serve the people to do its best to do that. And, noises produced by safety signals, warning devices and other things like that will be exempted as well. This is consistent with the City's ordinance provisions. We've also amended what was formerly called the Permit section. We are now calling it a Waiver and we just added some criteria in there. It wasn't really descriptive as to what might guide the Commissioners in granting the relief from the ordinance that that section authorize, so we sort of beefed that up a bit. Those are the three changes we present to you today.

(Kiesling) Do we need to read the amendment having to do with Waiver?

(Stoffers) I don't think so, but if you wish to please go ahead.

(Kiesling) I was thinking we should read what the standards are for the Waiver that you are recommending to us to include.

(Schilling) I will be happy to. This is based on case law in the nuisance area. The courts have said basically sometimes there are certain activities that have to take place where they take place and they have to take place in the manner that they have to take place in. Therefore, under those circumstances you really can only expect people to make a reasonable effort to reduce any noise related problems. This Waiver section now states:

Upon a determination that the generation of certain noises will be conducted with due care so as to give as little annoyance as may reasonably be expected, given the environment, the time of day, the duration, the pattern, and any conditions imposed (i.e., that the noises are, or may be made, reasonable under the circumstance), the Board of Commissioners may grant waivers to the provisions of this Chapter for noises that: (1) are produced by temporary or isolated events; (2) result from operations that have a well-established history in Monroe County; or, (3) result from activities that cannot be carried on elsewhere than where public necessity requires them to be carried on. Persons desiring a waiver shall apply in writing to the Board of Commissioners. Any waivers granted by the Board of Commissioners shall be in writing, shall state any conditions that apply to the waiver, and shall identify the facts upon which the grant of the waiver was based.

(Thomas) I appreciate the new Waiver. I appreciate all the work that you have done on this and all of the time you spent in Indianapolis, I know that wasn't fun. It took a lot of research and you did a great job, but I am going to be voting *no* just because I don't think INDOT should be exempt from our Noise Ordinance. I do appreciate everything you have done.

(Kiesling) I regret that we have to redo this. I hope, as I stated to someone else earlier this week, that we have some accommodations from INDOT and I think there is some. I'm hoping that we can have some cooperation on both sides. I regret we have to do this, but I

think it is for the best. Thank you very much for all your efforts and all your time you spent on it.

(Stoffers) Cooperation would be refreshing considering the alleged cooperation and did the exact opposite of what the Commissioner of INDOT told me on the telephone. Nonetheless, I suppose second chances are a good thing.

After a call for public comment, motion passed 2-1 (Thomas).

D. Contract with AT&T for Them to Host the County's VOIP System

Fund Name: User Fees – Cable Franchise Fund Number: 2502-030.0005

Amount: \$36,242.57

Kiesling moved to approve the contract. Thomas seconded.

(Kurt Babcock, Technical Services Department) I'm here to answer any questions you have about the AT&T hosted VOIP system for us. I do have a breakdown of the three year and five year contracts.

(Jeff Cockerill, County Legal) Earlier this week or late last week I sent them some proposed changes to this contract. They are very minor in nature and they do not affect the scope of services or the rate. It is essentially an e-verified provision that they don't invest over \$20,000,000 in the Iran. Then a couple of the termination provisions I have asked them to revise. At this point, I would ask you either table it until the next meeting or approve it with either the five year or three year option pending approval by the Legal Department of the contract.

(Stoffers) Do you want to amend your motion, Iris?

(Cockerill) I guess my recommendation would be go ahead and approve it. I think we would recommend the five year time frame pending Legal Department's approval of the contract.

Kiesling moved to amend the contract with AT&T pending Legal Department's review and suggested the five year contract. Thomas seconded.

(Kiesling) What are the differences in the three and five year contract?

(Babcock) Two-fold and it will be a lower monthly charge for the County and it will reduce the burden on the IT Department by allowing AT&T to take care of all of the hardware.

(Thomas) Can you tell me what the MIS charge is on here?

(Eric Evans, Tech Services Department) I believe the MIS charge has to do with some of the switch programming they will have to do in order to do this.

(Thomas) So it is infrastructure from switching?

(Evans) That is correct.

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

E. Authorization to Enter Negotiations with Vendor Regarding the County's Request for Qualifications for a Facility Improvement Contract

(Jeff Cockerill, County Legal) On May 27, the County received responses to its request for qualifications for energy efficiency facility services improvement qualifications from vendors. We received three vendor qualifications. Since that time, over the last couple of months pursuant to the request, we had formed a working group of four members including Jerry Appleberry, David Gardner, Angie, and myself to review them and look at them with the scope in accordance with the scoring system on there. It was a long process, it was a hard process because we had three very good respondents. I think when we did the scoring we would recommend at this point that you allow us to talk to Honeywell Building Solutions to negotiate a contract for them to provide these services.

Kiesling moved to authorize the Working Committee to enter into negotiations with Honeywell regarding the County's requests for qualifications for a facility improvement contract. Thomas seconded.

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

(Stoffers) David, I understand you need to speak again.

(Schilling) Thank you. I hate complicate things, but as I was walking downstairs it dawned on me that there is a provision in the State Code that requires unanimous consent to adopt an ordinance on its first reading. That doesn't mean you have to vote in favor of the ordinance, it just means you have to pass a motion saying that whatever the vote was today by unanimous consent we agree that it is in effect. I guess I would ask you to entertain that action.

Kiesling moved that the Board agree the vote on the Ordinance 2014-26 passes according to our vote. Thomas seconded.

Motion passed by unanimous voice vote.

(Schilling) Fortunately, zoning ordinances and budget ordinances are exempt from that provision.

VIII. ANNOUNCEMENTS

Our very own Lisa Ridge was named 2014 Outstanding Section Secretary by the International Municipal Signal Association. Lisa is the Operations Manager for the Monroe County Highway Department. Congratulations, Lisa. She is one of our A-plus employees.

The Indiana Transportation Association will host its 80th annual meeting in Bloomington on August 12-14, 2014. Conference attendees will be able to tour Bloomington Transit's new downtown transfer facility. The ribbon cutting for the new Transit Center is Wednesday, August 20, 2014 at 10:00 a.m.

Labor Day weekend we have the 4th Street Art Fair.

The Lotus World Music and Arts Festival will be September 18-21, 2014.

Farmers Market continues Saturday in the south side Showers parking lot.

Next Commissioner Meeting is August 22, 2014 at 9:00 a.m. in the Nat U. Hill room.

IX. ADJOURNMENT

This meeting was adjourned at 9:25 a.m.

Monroe County Commissioners

Ayes:

Patrick Stoffers, President

Iris Kiesling, Vice President

Julie Thomas, Member

Nays:

Patrick Stoffers, President

Iris Kiesling, Vice President

Julie Thomas, Member

Attest:

Steve Saulter, Monroe County Auditor

FILED

AUG 20 2014

Steve Sautter
Auditor Monroe County, Indiana



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 A Sowder

Jurisdiction Monroe

Month of Jun 16 - Jul 15 2014

STATISTICAL

INSPECTION ACTIVITIES	Correct	Rejected	Confiscated	Total
SCALES				
Vehicle -State Police				
Vehicle -State Inspection				
Vehicle -City or County	1			1
Railroad Scales				
Belt Conveyor Scales				
Livestock Scales				
Portable & Dormant Scales	2			2
Hopper Scales				
Computing Scales	44	2		46
Suspension Scales				
Prescription Scales				
Gram Scales				
Non-Commercial Scales				
Miscellaneous Scales				
MEASURING DEVICES				
LP Gas Meters				
Vehicle Truck Meters	6			6
Gasoline, Kerosene, Diesel Meters	243	31		274
High Flow Diesel Meters		2		2
Mass Flow Meters				
Taxi Meters				
Timing Devices				
CALIBRATIONS AND TEST				
Commercial Weights				
Prescription Weights				
Wheel Weighers				
Test Weights				
Liquid Measures				
Linear Measures				
Standard Containers				
Miscellaneous				
OTHER ACTIVITIES				
Packages Checked				
Packages Controlled				
LP Gas Cylinders				
Octane samples				
Measuregraphs				
Misc. Determinations				
GRAND TOTAL	296	35		331

NARRATIVE

(Explain Miscellaneous Tests and Activities.)

Fuel Dispensers

I only have 5 stations remaining for the 2014 fuel inspection season. I should have those completed by the end of the month. As I stated in the last report, most of the issues I am finding are deferred maintenance issues. I have rejected a few for being out of tolerance. In most cases they were out of tolerance in the customers favor.

Scales

I will be starting my scales that are due for re- inspection in the fall this month. I was able to inspect and approve the scales at the IU Dining Halls this last month. It is always better to get these prior to the students getting back or the process becomes a much larger undertaking.

Farmers Market

I was able to visit the Bloomington Market again this month. At this point I have just a few remaining scales to be checked. I should be able to complete these this weekend. I also hope to have time to get to the Ellettsville Market this month. In the fall I am going to work on a booklet for the vendors explaining what what Weights & Measures expects from them in regards to scales and methods of sale. This will hopefully make things easier going into the 2015 market season.

Package checking

I received word last week that the 2014 versions of the Handbooks have officially been adopted by the state. I will be resuming package checking this month.

State Director

Larry Stump, the current State Director, will be retiring at the end of August. He has been our director for 20 years. This amount of knowledge and dedication cannot be replaced. In the 3 years I have worked with him he has gained my respect and answered numerous questions. He will definitely be missed. I will keep you informed as I get information on who will be filling his shoes.

COUNTY TREASURER'S MONTHLY REPORT

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

Month ending July 2014 MONROE COUNTY

CHARGES:

1 Total Taxes Collected (Not Received to Ledger or Refunded).....	\$ 1,912,329.79
2 Advance Collection of Taxes.....	106,390.14
3 Bank, Building and Loan and Credit Union.....	0.00
4 Barrett Law Collections.....	0.00
5 Cash Change Fund.....	1,000.00
6 Conservancy District Collections.....	4,687.32
7 Demand Fees.....	365.00
8 Dog Tax.....	0.00
9 Drainage Assessments.....	4,651.45
10 Excess Tax Collections.....	5,195.04
11 Gross Income Tax on Real Estate.....	0.00
12 Vehicle license Excise Tax.....	4,123,948.56
13 Sewage Collections.....	7,877.90
14 Tax Sale Costs.....	4,470.61
15 Aircraft License Excise Tax.....	10,305.78
16 Auto Rental Excise Tax.....	166,840.97
17 Watercraft Title and Registration Fees (Boat Excise Tax)	90,260.86
18 Watercraft Use Tax.....	230.55
19 Storm water.....	27,549.38
20	
21 Total Balances of all Ledger Accounts - Cash.....	52,865,699.21
22 Total Balances of all Ledger Accounts - Investments.....	286,080.96
23 Total Charges.....	\$ 59,617,883.52

CREDITS:

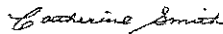
24 Depository Balance as Shown by Daily Balance of Cash and Depositories Record (List in Detail on Reverse Side).....	\$ 53,145,860.57
25 Investments as Shown by Daily Balance of Cash and Depositories Record Column 12, Line 41.....	\$ 6,471,022.95
26 Total Cash on Hand at Close of Month:	
Currency.....	\$ 900.00
Coins.....	100.00
Checks, Money Orders, etc.....	0.00
Total.....	\$ 1,000.00
27	
28	
29	
30 Total.....	\$ 59,617,883.52
31 Cash Short (add).....	0.00
32 Cash Long (Deduct).....	0.00
33 Proof.....	\$ 59,617,883.52 \$ 59,617,883.52
34 Balance in all Depositories Per Daily Balance Record (Line 24 Above).....	\$ 53,145,860.57
35 Outstanding Warrant-Checks (Detail by Depositories on Reverse Side).....	1,276,125.99
36 Balance in all Depositories Per Bank Statements (Detail on Reverse Side).....	\$ 56,174,826.59
37 Deposits in Transit (Detail on Reverse Side).....	1,752,840.03
38 Proof.....	\$ 56,174,826.59 \$ 56,174,826.59

ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH:

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

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

Dated this 20th day of August, 2014



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

AUG 20 2014


Auditor Monroe County, Indiana

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

MONROE COUNTY
Month ending
July 31, 2014

STATEMENT OF DEPOSITORY BALANCES AT CLOSE OF MONTH July 2014
deposits+outstanding+CB balance=bank bal come back to bank balance

Name and Location of Depository	Balance Per Bank Statements	Deposits in Transit	Outstanding Warrant-Checks		Balance Per Daily Balance Cash & Depositories
First Financial Bank 5535	\$14,625,287.69	\$3,943.61		*	\$14,621,344.08
German American 3108 #01	\$13,182,281.08	\$1,903.03		**	\$13,180,378.05
First Financial Bank 1242 #01	\$10,031,290.31	\$1,281,338.18	\$1,949,456.29	**	\$8,800,495.84
FFB 3328 PR #02	\$0.00		(\$673,330.30)	**	\$673,330.30
FFB 6040 Sweep #03	\$2,448,792.31	\$367,209.80			\$2,081,582.51
FFB 5596 PERF #04	\$8,666.29	\$77,540.18			(\$70,873.89)
FFB TASC 5324 #05- Credit card	\$156,224.08	\$22,192.35			\$134,031.73
Main source bank	\$15,724,284.83	(\$1,287.12)			\$15,725,571.95
Totals	\$56,174,826.59	\$1,752,840.03	\$1,276,125.99		\$53,145,860.57

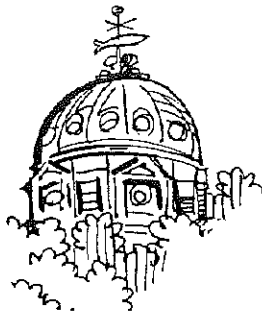
Warrants &
Deposits in Transit
\$3,028,966.02

- * 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
Total						

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



PROCLAMATION

WOMEN'S EQUALITY DAY, AUGUST 26TH, 2014

WHEREAS: The Nineteenth Amendment to the U.S. Constitution granting women the right to vote was ratified on August 26th, 1920; and

WHEREAS: The United States Congress in 1971 designated August 26, as Women's Equality day. As women continue to advocate for an end to violence against women and for equality in wages and employment, Women's Equality Day is a symbol of women's continued fight for gender equity; and

WHEREAS: Susan B. Anthony was one of the driving forces of the Women's Suffrage Movement and dedicated her life to fighting for women's equality; and

WHEREAS: Susan B. Anthony visited Bloomington in 1887 to speak at the First General Convention of Women in Monroe County at the Walnut Street Presbyterian Church; and

WHEREAS: In 2012 the Bloomington Commission on the Status of Women and the Monroe County Women's Commission organized the installation of a historic marker at the site of the Church to commemorate Anthony's visit; and

WHEREAS: In honor of that momentous visit and those who fought for gender equality and the right to vote, the public is invited to attend the re-dedication of the Susan B. Anthony plaque. The ceremony will take place on the east side of the courthouse square on Tuesday, August 26th, 2014 at 5 pm.

NOW, THEREFORE: We, The Monroe County Board of Commissioners do hereby proclaim August 26th, 2014 as

WOMEN'S EQUALITY DAY

IN MONROE COUNTY

PROCLAIMED THIS TWENTY-SECOND DAY OF AUGUST, TWO-THOUSAND AND FOURTEEN

THE MONROE COUNTY BOARD OF COMMISSIONERS

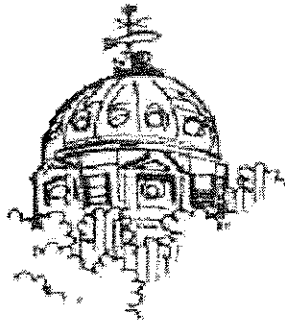
PATRICK STOFFERS

IRIS F. KIESLING

JULIE L. THOMAS

CARES RECIPIENTS

AGENCY	AMOUNT	PROGRAM/PROJECT
<i>Amethyst House, Inc.</i>	<i>\$6,678.00</i>	<i>Men's Program</i>
<i>Amethyst House, Inc.</i>	<i>\$5,876.64</i>	<i>Women's Program</i>
<i>Big Brothers Big Sisters</i>	<i>\$6,042.98</i>	<i>Community Based One to One Program</i>
<i>Bloomington Police Department</i>	<i>\$5,778.68</i>	<i>Portable Breath Test Instruments</i>
<i>Cares Board</i>	<i>\$11,613.00</i>	<i>CARES Operating Fund</i>
<i>Centerstone</i>	<i>\$5,469.28</i>	<i>Recovery Engagement Center</i>
<i>Ellettsville Police Department</i>	<i>\$4,094.46</i>	<i>In Car Cameras</i>
<i>Indiana University Police Department</i>	<i>\$3,093.56</i>	<i>In Car Cameras</i>
<i>Monroe County Sheriff's Department</i>	<i>\$5,220.63</i>	<i>In-Car Speed Measuring Devices</i>
<i>Monroe Circuit Court Probation Department</i>	<i>\$4,094.46</i>	<i>Urine Drug Screens</i>
<i>Monroe Circuit Court Probation Department</i>	<i>\$1,013.17</i>	<i>Alcohol Testing</i>
<i>Rhino's Youth Center</i>	<i>\$8,839.50</i>	<i>Rhino's Youth Center</i>
<i>Shalom Community Center</i>	<i>\$5,269.61</i>	<i>Crawford Homes Program</i>
<i>Stepping Stones, Inc.</i>	<i>\$8,400.15</i>	<i>Alternatives & Awareness Program</i>



MONROE COUNTY BOARD OF COMMISSIONERS
REQUESTED AGENDA INFORMATION FOR THE COMMISSIONERS MEETINGS

Title of item to appear on the agenda: _____

Ratification of agreement between Monroe County Health (MCHD) and Indiana Family Health Council (IFHC)

Fund Name: Futures Clinic Fund Number: 8126

Amount: \$146,149.00

The Commissioners will not accept this item for their Board of Commissioners Meeting if this form is not completely filled out.

Executive Summary: The Monroe County Health Department has received the agreement covering the 2nd half of the grant cycle from IFHC. This term of this agreement is from August 1, 2014 through March 31, 2015. This extends the grant cycle by 2 months and includes funds to cover the 2 additional months. The funding amount for the 8 months is \$146,149.00. Funding is split into 2 payments due to federal budget years.

Date item will appear on the Commissioners' Agenda: Aug. 22, 2014

Contact Person: Penny Caudill Phone Number: 349-2068

Presenter at Commissioner Meeting (if not contact person): _____

Office/Department: _____

County Legal Review required prior to submission of this form:

Attorney Name who reviewed: Kevin Dogan

Is this a grant request? Yes ☒ No ☐

New or current Grant? New ☐ Current ☒

Grant application uploaded into the Grant Navigator (required) Yes ☒

TOTAL Amount of grant money to be awarded: \$146,149.00

Federal: federal pass through

State: _____

Local Match: _____

Signed: Penelope Caudill Date: August 12, 2014

Email agenda request and all necessary documents to the Auditor's office (Connie Axsom) and to the Commissioner's office (Jessica McClellan)

AGREEMENT FOR SERVICES

This Agreement for Services is entered into by **Indiana Family Health Council, Inc.**, One Jackson Square, Suite 1000, 233 South McCrea Street, Indianapolis, IN 46225-1043 (hereinafter "**I.F.H.C.**") and **Monroe County Health Department**, 119 W. 7th Street, Bloomington, IN 47404 (hereinafter "**Sub-Grantee**") in recognition of their mutual desire to provide quality family planning services in the State of Indiana at **Futures Family Health Clinic**, 338 S. Walnut, Bloomington, IN, 47401.

RECITALS

I.F.H.C. manages a program entitled "Family Planning Services Program" (hereinafter "the Program") under a Grant from the United States Department of Health and Human Services (hereinafter "D.H.H.S. Grant") pursuant to Title X, Section 1001 of the Public Health Service Act, 42 U.S.C. §300, et. seq., as amended from time to time (hereinafter "the Act"). **Sub-Grantee** desires to participate in the Program by conducting a Family Planning Service Project (hereinafter the "Project"), as authorized by the Act, subject to the terms and condition of this Agreement for Services (hereinafter "Agreement").

AGREEMENT

WHEREFORE, **I.F.H.C.** and **Sub-Grantee**, in consideration of the mutual representations, warranties, covenants, and other undertakings contained herein, agree as follows:

I.

Term

The Term of this Agreement shall be from August 1, 2014, to March 31, 2015, unless terminated as hereafter provided.

II.

Description and Scope of Services

To Be Provided By Sub-Grantee

2.1 Sub-Grantee shall provide family planning services to a minimum of 1,279 annualized unduplicated patients during the Term of this Agreement. In the event that the minimum number of unduplicated patients is achieved prior to the end of the Agreement year, Sub-Grantee must continue providing Title X services through the end of the Term in order for expenditures against the Title X program to be allowable.

2.2 Sub-Grantee will implement, manage, and conduct the Project under this Agreement according to the following terms and conditions:

- (a) Sub-Grantee's development and management of the Project will conform with all regulations promulgated and/or amended by D.H.H.S. under the Act (hereafter "D.H.H.S. Regulations") and be enrolled as a Medicaid provider.
- (b) Sub-Grantee shall provide, either directly or through referral, a broad range of FDA approved methods of contraception, including natural family planning methods.
- (c) Sub-Grantee shall provide basic medical services for the diagnosis and treatment of infertility, and provide services for adolescents.
- (d) Sub-Grantee shall provide sterilization in compliance with the Act and D.H.H.S. Regulations. Does not apply to Monroe County.
- (e) Sub-Grantee shall provide services strictly on a voluntary basis, without coercion. Services shall not be denied on the basis of refusal to accept additional services or participate in research or other activity.
- (f) Sub-Grantee shall provide all services in a manner which provides respect for the individual's privacy and dignity.
- (g) Sub-Grantee shall provide services without regard to religion, race, color, national origin, handicapping condition, age, sex, number of pregnancies,

ability to pay or marital status, and without the imposition of durational residence or referral requirements.

- (h) **Sub-Grantee** shall ensure all persons' freedom of choice of contraceptive methods as long as there are no medical contraindications to the method selected, and take all steps necessary to secure sufficient informed consent from all patients.
- (i) **Sub-Grantee** shall ensure that priority in the provision of services will be given to persons from low-income families and that no charge will be made for services provided to any person from a low-income family, except to the extent that payment is made by a third party which is authorized to or is under a legal obligation to pay such charge. For purposes of this Agreement, "low-income family" is defined as a social unit comprised of one or more individuals living together as a household whose total annual income does not exceed one hundred percent (100%) of the current Income Poverty Guidelines, issued pursuant to 42 U.S.C. §9902(2), unless otherwise defined by applicable D.H.H.S. Regulations. Any charge made for services hereunder shall be made in compliance with D.H.H.S. Regulations and the **I.F.H.C.** Policy on Patient Fee Charges, as submitted by **I.F.H.C.**, and approved by D.H.H.S., in connection with the D.H.H.S. Grant.
- (j) **Sub-Grantee** shall submit invoices for, and diligently pursue payment, without application of any discounts, from all third party payers which are authorized or under a legal obligation to reimburse **Sub-Grantee** for services rendered.
- (k) **Sub-Grantee** shall conduct the Project and provide medical services related to family planning in compliance with the requirements of the Act, all D.H.H.S. Regulations, applicable D.H.H.S. policies, procedures, conditions, and standards, as amended from time to time; and all **I.F.H.C.** policies, standards and guidelines, including, but not limited to the following: : Program Guidelines for Project Grants for Family Planning

Services, January 2001; 45 CFR Part 74 or Part 92, as applicable; OMB A-133 (Single Audits); OMB A-110 (Administrative requirements – Non-Profits & Hospitals); OMB A-122 (Cost Principles – Non-Profits); OMB-Common Rule (Admin – Governmental); OMB A-87 (Cost Principles – Governmental); and “I.F.H.C. Administrative Manual - Policies and Procedures for Sub-Grantees”, all as amended from time to time. In addition, Sub-Grantee’s Project shall conform to I.F.H.C.’s Medical Standards (hereinafter the “Medical Standards”) and the provision of services as outlined in Sub-Grantee’s funding application and budget approved by I.F.H.C.

- (l) **Sub-Grantee** shall provide services to all patients as outlined below and detailed in the Program Guidelines for Project Grants for Family Planning Services, as amended from time to time:
 - (i) Provide and make available written protocols, as approved by **Sub-Grantee’s** Medical Director and I.F.H.C. at each service site;
 - (ii) Provide written plans and procedures for medical and non-medical emergencies;
 - (iii) Provide referrals under a written referral policy;
 - (iv) Provide appropriate education and counseling; and maintain informed consent procedures, in conformity with state laws;
 - (v) Obtain a comprehensive patient history on all male and female clients including, without limitation, information concerning: allergies; immunizations; use of prescription and other drugs, use of tobacco, recreational drugs, and alcohol; significant hospitalizations; surgery and illness; family history; reproductive history; and sexual history;
 - (vi) Perform a general physical examination including, without limitation: height, weight, blood pressure, thyroid, heart, lungs, extremities, breast, instruction on self breast exam, abdomen, complete pelvic, and rectal, as indicated;

- (vii) Offer male clients who are requesting temporary contraception a complete physical;
 - (viii) Perform lab tests as required by the Medical Standards including: hematocrit/hemoglobin, pap smear, fecal occult blood, and Gonorrhea and Chlamydia test and urinalyses;
 - (ix) Establish procedures for client notification;
 - (x) Make available a broad range of FDA approved methods of contraception;
 - (xi) Provide at least Level I infertility services directly, and Levels II and III infertility services by referral;
 - (xii) Provide pregnancy diagnosis and counseling;
 - (xiii) Provide adolescent services and counseling;
 - (xiv) Comply with state and local reporting requirements for sexually transmitted diseases; and
 - (xv) Screen for pre-natal DES exposure.
- (m) **Sub-Grantee** shall provide social services related to family planning, including counseling and referral to other social and medical service agencies, and any ancillary services which may be necessary to facilitate clinic attendance.
- (n) **Sub-Grantee** shall provide informational and educational programs designed to achieve community understanding of the objectives of the Project, to inform the community of the availability of services and to promote continuing participation in the Project by persons to whom family planning services may be beneficial. All informational or educational material developed by **Sub-Grantee** for use in connection with the Project shall be reviewed and approved by an Information and Education Committee established by **Sub-Grantee** in accordance with D.H.H.S. Regulations.
- (o) **Sub-Grantee** shall provide orientation and in-service training for all Project personnel.

- (p) **Sub-Grantee** shall provide family planning medical services:
 - (i) under the direction of a physician with special training or experience in family planning; and
 - (ii) in compliance with all state practice standards and/or standards of care.
- (q) **Sub-Grantee** shall maintain a quality assurance system which allows for program development and evaluation and includes required participation in IFHC's quality assurance program. **Sub-Grantee** must provide a high standard of care that conforms with standards of practice as established by D.H.H.S. and I.F.H.C., through the employment of qualified personnel, the provision of safe, effective services which meet the needs of the community and on-going monitoring and evaluation of services.
- (r) **Sub-Grantee** shall coordinate and provide referral arrangements with other providers of health care services, with local health and welfare departments, hospitals, and voluntary agencies and with health services projects supported by other federal programs.
- (s) **Sub-Grantee** shall provide, to the maximum extent feasible, an opportunity for participation in the development, implementation and evaluation of the Project by persons broadly representative of all significant elements of the population to be served, and by others in the community knowledgeable about such needs.
- (t) **Sub-Grantee** shall maintain confidentiality and security of patient records at all times in compliance with the Health Information Portability and Accountability Act of 1996 and its implementing regulations (45 CFR Parts 160-164) as amended from time to time, (hereinafter collectively "HIPAA"); and the Addendum to this Agreement. All information obtained by **Sub-Grantee** or its personnel about individuals receiving services shall be held confidential and shall not be disclosed without consent of such individual, except that such information may be disclosed in summary, statistical or other form which fully complies with HIPAA

and does not identify particular individuals. **Sub-Grantee** specifically affirms and agrees that persons from low-income families will not be charged any fee for retrieval and copies of their respective medical records, and that medical records will be released to patients promptly upon presentation of a written authorization as provided by Indiana law. **Sub-Grantee** acknowledges that the provisions of this paragraph (t) survive the termination of the Agreement.

2.3 **Sub-Grantee** shall not provide abortion as a method of family planning.

2.4 **Sub-Grantee** shall not consider a family's economic status or ability to pay for services when determining an individual's eligibility for services provided under the Project.

III.

Description and Scope of Services

To Be Provided by I.F.H.C.

3.1 **I.F.H.C.** shall advise **Sub-Grantee** of all pertinent changes in federal requirements and guidelines which relate to the development or implementation of the Project. However, a failure or delay in notifying **Sub-Grantee** of such changes will not relieve **Sub-Grantee** of the responsibilities described in this Agreement.

3.2 **I.F.H.C.** shall monitor programmatic and fiscal operations of the **Sub-Grantee** and may require changes to be implemented by the **Sub-Grantee** based on its findings.

3.3 Based on information obtained as a result of **I.F.H.C.** program staff's contact with **Sub-Grantee**, including site visits, chart audits, and review of cost and patient data, **I.F.H.C.** may recommend appropriate technical assistance and/or training. If requested, **I.F.H.C.** shall also recommend appropriate technical assistance and/or training and shall make available to **Sub-Grantee** not less than three (3) days of technical assistance and/or training.

3.4 **I.F.H.C.** staff shall be available to **Sub-Grantee** on an ongoing basis to discuss policy and other questions.

IV.

Financial

4.1 The total amount of Title X (Federal CFDA Number 93.217) funds paid to Sub-Grantee by I.F.H.C. under this Agreement shall not exceed **One Hundred and Forty-Six Thousand, One Hundred and Forty-Nine Dollars (\$ 146,149)**. This amount may be reduced by I.F.H.C., in its sole discretion, if I.F.H.C. determines that Sub-Grantee will not utilize the full amount of funding allocated for any site during the Term of this Agreement. The funds are allocated for the following sites:

Monroe County	\$ 146,149
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4.2 Sub-Grantee shall expend the funds provided by I.F.H.C. under this Agreement in accordance with the Act, D.H.H.S. Regulations, all I.F.H.C. policies and procedures, Sub-Grantee's "Clinic Information Sheet" and "Services Provided Sheet", Sub-Grantee records required to be filed with I.F.H.C. and Sub-Grantee's approved budget. Sub-Grantee's actual expenditures for any category of its approved budget may deviate up to twenty-five percent (25%) from the amount specified for such line item category (unless such deviation is otherwise prohibited by the terms and conditions of the D.H.H.S. Grant) during the Term of this Agreement. No greater deviation shall be permitted unless agreed to in writing by I.F.H.C. Sub-Grantee's total expenditures for all categories of its budget shall not exceed the total amount of the approved budget. Sub-Grantee shall expend the funds provided by I.F.H.C. under this Agreement only for the purposes and uses permitted by the Act, D.H.H.S. Regulations, and all D.H.H.S. policies and procedures applicable to the D.H.H.S. Grant.

4.3 Sub-Grantee shall submit monthly claims for reimbursement to I.F.H.C., in a format prescribed by I.F.H.C. For all months during the Term of this Agreement, except the final month of this Agreement, such claims for reimbursement shall be submitted by Sub-Grantee within thirty (30) days after the end of each month for incurred expenditures made by the Sub-Grantee in the performance of the duties under this Agreement. Sub-Grantee's claim for reimbursement for the final month of this

Agreement shall be submitted within forty five (45) days after the expiration of the Term of this Agreement and shall cover all incurred expenditures made by **Sub-Grantee** during such final month in the performance of its duties under this Agreement, and all amounts encumbered by **Sub-Grantee** for obligations incurred within the Term of this Agreement and in the performance of its duties under this Agreement, but not yet paid. Failure to submit claims for reimbursement within the prescribed period may result in nonpayment of such claims. Claims for reimbursement shall be accompanied by an expenditure report as provided for in paragraph 5.2 of this Agreement.

4.4 All amounts paid by **I.F.H.C.** to **Sub-Grantee**, which are subsequently found to be unallowable under the Act, D.H.H.S. regulations and/or applicable cost principles, shall be refunded by **Sub-Grantee** to **I.F.H.C.** on demand or, at **I.F.H.C.**'s option, may be withheld from amounts thereafter payable to **Sub-Grantee** under this Agreement (e.g. reducing future claim).

4.5 The collection and use of income from the Project shall comply with D.H.H.S. Regulations and **I.F.H.C.** policies and procedures. **Sub-Grantee** shall report all such income to **I.F.H.C.** as part of the monthly claim summary, quarterly financial reports, and the Family Planning Annual Report ("FPAR").

V.

Records and Reports

5.1 **Sub-Grantee** shall establish and maintain separate accounting records for the Project, reflecting all receipts and disbursements of grant and matching funds.

5.2 **Sub-Grantee** shall prepare and submit a quarterly expenditure report, which shall be in a format prescribed by **I.F.H.C.** Each quarterly expenditure report shall set forth all transactions occurring on a year-to-date basis for each line item category of the approved budget. All expenditure reports shall be certified as correct by the chief financial officer of **Sub-Grantee**.

5.3 **Sub-Grantee** shall prepare and submit a quarterly program report, which shall be in a format prescribed by **I.F.H.C.** Such report shall include a description of Project activities, progress in accomplishing goals of the Project, personnel changes, quarterly

statistical report and such other information as **I.F.H.C.** may reasonably require. Failure to submit such reports by the 40th day of the month following the close of the quarter will result in non-payment of all reimbursement claims until such reports are reviewed.

5.4 **Sub-Grantee** shall submit to **I.F.H.C.** copies of the minutes of any meeting of **Sub-Grantee's** Board of Directors in which discussions are held related to the Project, within thirty (30) days after such minutes have been approved by **Sub-Grantee's** Board of Directors.

5.5 **Sub-Grantee** shall provide **I.F.H.C.** with a copy of its certified audit report for the fiscal year preceding the Term of this Agreement.

5.6 **Sub-Grantee** shall maintain other records and reports which may be required by **I.F.H.C.** or D.H.H.S.

5.7 **Sub-Grantee** shall comply with the statistical and financial requirements of the FPAR.

5.8 **Sub-Grantee** shall, at **I.F.H.C.'s** request, make all Project, medical, and financial records available for review by D.H.H.S., the Comptroller General or **I.F.H.C.**, or their designated representatives. Confidentiality and security of patient identification data shall be maintained.

5.9 **Sub-Grantee** shall participate in the collection of all patient and utilization data requested by **I.F.H.C.**, and provide such data to **I.F.H.C.**, or its agent, in the manner designated by **I.F.H.C.**

5.10 **Sub-Grantee** shall have its financial records audited annually by an independent certified public accountant to assure proper accounting for Project funds. Such audit shall be conducted in such a manner so as to establish that Project funds have been expended in accordance with this Agreement, **Sub-Grantee's** funding application and approved budget. Such audit shall be conducted in accordance with the guidelines for "Audits of State, Local Governments, and Non-Profit Organizations" - OMB Circular A-133, or other mandated Audit Guidelines, and the completed audit report shall be in a form acceptable to **I.F.H.C.** and in conformance with D.H.H.S. Regulations. A copy of the completed audit report shall be forward to **I.F.H.C.** within nine months after the close of the agency fiscal year, in accordance to OMB A-133.

5.11 **Sub-Grantee** shall submit to an additional audit conducted by a designated representative of **I.F.H.C.** upon a showing of circumstances which result in a decision by **I.F.H.C.** that Project funds may have been improperly expended. The expense of such audit shall be borne by **Sub-Grantee**.

5.12 Except as hereafter provided or as otherwise provided under applicable D.H.H.S. Regulations, **Sub-Grantee** shall retain all records pertaining to the Project for three (3) years and ninety (90) days after the final audit has been completed upon the expiration or termination of the D.H.H.S. Grant.

- (a) If any audits, litigation, negotiation, claims, or other action involving the records have been commenced before the expiration of such period and have not been resolved, the records shall be retained until resolution of such actions and all issues related thereto, or until the expiration of such period, whichever is later.
- (b) Personnel and payroll records must be maintained for a minimum of seven years after issuance of the applicable W-2s.
- (c) Records pertaining to the purchase of capital equipment must be maintained for a minimum of three years after disposition of the equipment.

VI.

General Terms and Conditions

6.1 **Sub-Grantee** shall make no changes in the scope, direction or type of service delivery of the Project, as described in **Sub-Grantee's** "Clinic Site Information Sheet", "Services Provided Sheet" or **Sub-Grantee's** approved budget, without the prior written approval of **I.F.H.C.**

6.2 In performing its duties under this Agreement, **Sub-Grantee** is acting as an independent contractor, not as an agent of **I.F.H.C.**, and shall perform services in accordance with currently approved methods and practices and accepted professional standards. No other relationship is intended to be created among the parties hereto and

nothing in this Agreement shall be construed so as to make any party hereto the employer, employee, partner or agent of the other.

6.3 **Sub-Grantee** shall comply with all D.H.H.S. Regulations pertaining to inventions developed and patents and copyrights obtained in connection with the Project, and shall promptly report such inventions, patent and copyrights to **I.F.H.C.**

6.4 **Sub-Grantee** shall not compensate any person in connection with the Project in excess of amounts customarily paid for similar services by the **Sub-Grantee**.

6.5 **Sub-Grantee** shall not engage in any activity which impairs its ability to perform its duties under this Agreement.

6.6 **Sub-Grantee** shall procure and maintain for the Term of the this Agreement fire and extended coverage insurance covering all property owned or controlled by **Sub-Grantee** in an amount not less than its full insurable value. **Sub-Grantee** shall procure and maintain public liability insurance with limits of not less than Three Hundred Thousand Dollars (\$300,000) per occurrence for injury to one person, and Five Hundred Thousand Dollars (\$500,000) per occurrence for injury to more than one person, and in an amount not less than Two Hundred Thousand Dollars (\$200,000) for each occurrence of damage to property.

6.7 **Sub-Grantee** shall procure and maintain medical malpractice insurance in a form and in amounts sufficient that **Sub-Grantee** and all of its providers and non-physician practitioners qualify as "Qualified Providers" under the Indiana Medical Malpractice Act, I.C. 34-18, et. seq., as amended (hereinafter "Malpractice Act"). **Sub-Grantee** and its providers and non-physician practitioner(s) shall maintain their Qualified Provider status under the Malpractice Act during the entire Term of this Agreement. **Sub-Grantee** shall make available to **I.F.H.C.** annually evidence of such malpractice insurance, and immediately notify **I.F.H.C.** of any provider who ceases to be covered by such insurance, as that provider must immediately cease providing medical services.

6.8 **Sub-Grantee** shall comply with the provisions of the Indiana Workmen's Compensation Law and shall insure its liability hereunder for the entire Term of this Agreement.

6.9 No insurer with whom **Sub-Grantee** contracts shall have any right of subrogation against **I.F.H.C.** **Sub-Grantee** shall indemnify and hold **I.F.H.C.** harmless from all liability, losses, costs, and damages, including attorney's fees, arising from or connected with, directly, or indirectly, **Sub-Grantee's** activities or performance of its duties under this Agreement or the acts or omissions of **Sub-Grantee** or its agents, employees or representatives. **I.F.H.C.** shall be named as an additional insured on the medical malpractice and general liability policies required under this Agreement. A copy of the Certificate of Insurance for each policy shall be sent to **I.F.H.C.**

6.10 **Sub-Grantee** shall comply with D.H.H.S. Regulations pertaining to real property, equipment, and suppliers acquired with funds provided under this Agreement. **Sub-Grantee** shall keep an inventory of all such equipment, and the disposition of such equipment shall be determined by **I.F.H.C.** in accordance with D.H.H.S. Regulations and procedures. For purposes of this Agreement, the term "equipment" shall mean tangible personal property with a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars (\$5,000) or more per unit.

6.11 **Sub-Grantee** warrants that, to its knowledge, no actions, suits or proceedings are pending or threatened which, if adversely determined, would have a material adverse effect on **Sub-Grantee's** financial condition or its ability to perform its duties under this Agreement.

6.12 **Sub-Grantee** shall give prompt notice to **I.F.H.C.** of any proceedings instituted against **Sub-Grantee** in any court or before any commission or other regulatory body which, if adversely determined, would have a material effect upon the Project, **Sub-Grantee's** assets or operations.

6.13 **Sub-Grantee** shall not pay any finders fees or commissions to anyone with respect to services rendered under this Agreement.

6.14 **Sub-Grantee** shall promptly pay all of its debts and obligations connected with this Agreement, including, but not limited to, all lawful claims which, if unpaid, might become a lien upon the property referred to in paragraph 6.10. However, **Sub-Grantee** need not pay any such claim as long as its validity is or shall be contested in good faith by **Sub-Grantee**.

6.15 This Agreement shall be binding on and inure to the benefit of, the parties hereto. The rights and obligations of **Sub-Grantee** under this Agreement shall not be assigned, transferred to or assumed, by merger or any other method, by any other party without the prior written consent of **I.F.H.C.**

6.16 **Sub-Grantee** shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964 (as amended by the Equal Employment Opportunity Act of 1972); Executive Order 11246; the Equal Pay Act of 1963; the Age Discrimination Act of 1967; the Americans with Disabilities Act ("ADA"); the Rehabilitation Act of 1973; and the "Title X Assurance of Compliance", all as amended from time to time.

6.17 This Agreement supersedes all existing agreements between the parties relating to **Sub-Grantee's** Project. In the event the provisions of this Agreement conflict with provisions of any other agreement between the parties, the provisions of this Agreement shall control. Except as otherwise expressly provided, each amendment of the Agreement shall be in writing and signed by both parties.

6.18 Any failure or delay on the part of **I.F.H.C.** in exercising any right, power or privilege under this Agreement shall not operate as a waiver of any part of this Agreement, nor shall a single or partial exercise of any such right, power, or privilege preclude the exercise of any other right, power, or privilege.

6.19 This Agreement, as well as **Sub-Grantee's** "Clinic Site Information Sheet", "Services Provided Sheet", all **Sub-Grantee** records required to be filed with **I.F.H.C.**, and **Sub-Grantee's** approved budget, shall be deemed to be amended to conform to all applicable law and regulations and the terms and conditions of the D.H.H.S. Grant. However, no such amendment shall create any additional liability between **I.F.H.C.** and **Sub-Grantee**, not specified or contemplated in this Agreement.

6.20 In the event that any of the provisions, terms or conditions of this Agreement are declared void or unenforceable by a court of law, the remaining provisions of this Agreement shall remain in full force and effect.

6.21 The **Sub-Grantee** certifies by signing this Agreement that **Sub-Grantee** will comply with the provisions of D.H.H.S.' "Certification Regarding Lobbying", which provides that no federal appropriated funds will be paid by or on behalf of the **Sub-**

Grantee, to any person for influencing or attempting to influence an officer or employee, any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any to the aforementioned persons, the **Sub-Grantee** shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

6.22 The **Sub-Grantee** shall comply fully with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104). **Sub-Grantee** is legally defined as a 'private entity'. Provisions applicable to a **Sub-Grantee** that is a 'private entity' are as follows.

- (a) The **Sub-Grantee**, and its employees, may not:
 - (i) Engage in severe forms of trafficking in persons during the period of time that the Agreement is in effect;
 - (ii) Procure a commercial sex act during the period of time that the Agreement is in effect, or;
 - (iii) Use forced labor in performance of the award or sub-awards under the Agreement.
- (b) **Sub-Grantee** must inform **I.F.H.C.** immediately of any information **Sub-Grantee** receives from any source alleging a violation of a prohibition of this Agreement.
- (c) **I.F.H.C.** may unilaterally terminate this Agreement, without penalty, if **Sub-Grantee**:
 - (i) Is determined to have violated an applicable prohibition of this Agreement, or;
 - (ii) Has an employee who is determined by **I.F.H.C.** to have violated an applicable prohibition of this Agreement through conduct that is either:

- (a) Associated with performance under this Agreement, or;
- (b) Imputed to the Sub-Grantee using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)", as implemented by D.H.H.S. at 2 CFR Part 376.

VII.

Termination of Agreement or Suspension of Payments

7.1 This Agreement shall terminate automatically if the D.H.H.S. Grant to **I.F.H.C.**, or any portion of such Grant designated by **I.F.H.C.** for **Sub-Grantee's** Project, is transferred to another entity, reduced, suspended or terminated.

7.2 This Agreement may be terminated by **I.F.H.C.** upon thirty (30) days prior written notice to **Sub-Grantee**, if **Sub-Grantee** fails to comply with the provisions of this Agreement or with any additional requirements or conditions applicable to this Agreement.

7.3 In lieu of termination under the foregoing paragraph 7.2, **I.F.H.C.** may, in its sole discretion, issue a warning letter stating that **Sub-Grantee** has thirty (30) days to cure its noncompliance to the satisfaction of **I.F.H.C.** If **Sub-Grantee's** noncompliance is not cured to **I.F.H.C.'s** satisfaction at the end of the thirty day period, **I.F.H.C.** may suspend payments to **Sub-Grantee** under this Agreement. **I.F.H.C.** may also immediately suspend payments as a result of **Sub-Grantee's** noncompliance at **I.F.H.C.'s** sole discretion. When **Sub-Grantee's** noncompliance has been corrected to the satisfaction of **I.F.H.C.**, payments to **Sub-Grantee** by **I.F.H.C.** under this Agreement shall be reinstated, subject to adjustment for unauthorized obligations incurred by **Sub-Grantee** before or during the suspension period.

7.4 This Agreement may be terminated by **Sub-Grantee** upon thirty (30) days prior written notice to **I.F.H.C.** in the event that:

- (a) **I.F.H.C.** fails to fulfill its obligations under this Agreement; or

- (b) Additional requirements or conditions imposed on this Agreement by the Act, D.H.H.S. Regulations, or the terms and conditions of the D.H.H.S. Grant would materially increase the costs or other burdens of **Sub-Grantee** in fulfilling its duties under this Agreement.

7.5 This Agreement may be terminated at any time by the mutual agreement of both **Sub-Grantee** and **I.F.H.C.**

7.6 In the event of termination under paragraph 7.1, **Sub-Grantee** shall only receive such payments as are provided and which are available for **Sub-Grantee's** Project under the terms of the D.H.H.S. Grant, and **I.F.H.C.** shall have no further liability to **Sub-Grantee**.

7.7 In the event of termination under paragraphs 7.2, 7.4, or 7.5, **Sub-Grantee** shall be entitled to reimbursement for any expenses reasonably and necessarily incurred prior to termination and in the satisfactory performance of its duties under this Agreement, and **I.F.H.C.** shall have no further liability to **Sub-Grantee**.

7.8 In the event of any such termination, all finished or unfinished documents, data, studies, and reports prepared by **Sub-Grantee** under this Agreement shall be disposed of according to **I.F.H.C.** instruction. **Sub-Grantee** reserves the right however, to make unrestricted use of data for research and reporting purposes.

7.9 Nothing herein shall be construed to relieve either party of liability for damage sustained by the other by virtue of its breach of the terms and conditions of this Agreement.

VIII.

Procedure for Appeal and/or Arbitration

8.1 **Sub-Grantee** may appeal to the Board of Directors of **I.F.H.C.** in the event **I.F.H.C.** terminates this Agreement pursuant to Paragraph 7.2.

8.2 The procedure governing such an appeal shall be as follows:

- (a) Written notice of **Sub-Grantee's** intent to appeal shall be delivered to the President of **I.F.H.C.** within fifteen (15) days after the date **Sub-Grantee** received notice of **I.F.H.C.'s** termination under Paragraph 7.2.

- (b) The notice of appeal shall set forth the reasons for the appeal and shall be accompanied by all substantiating data.
- (c) The President of **I.F.H.C.**, or a designated representative, shall notify the Chair of the Board of Directors of **I.F.H.C.** within ten (10) days of receipt of the notice of appeal. The Chair of the Board shall, in turn, notify the Executive Committee which shall decide whether to allow or disallow such appeal.
- (d) In the event the Executive Committee disallows such appeal, **Sub-Grantee** shall be notified promptly of such decision.
- (e) In the event the Executive Committee allows such appeal, **Sub-Grantee** shall be promptly notified and shall be permitted to make a presentation to the Board of Directors of **I.F.H.C.** at a time mutually convenient to both parties, but not more than thirty (30) days after receipt of the notice of appeal.
- (f) The Board of Directors will consider the evidence presented by **Sub-Grantee** and will advise **Sub-Grantee** of its decision within fifteen (15) days after such presentation.

8.3 The parties agree that the following matters shall be subject to binding arbitration under this Agreement:

- (a) All decisions rendered pursuant to Paragraphs 8.1 or 8.2 herein.
- (b) All actions for breach of this Agreement or noncompliance brought by either **I.F.H.C.** or **Sub-Grantee**.
- (c) All other actions or claims asserted by **I.F.H.C.** arising from management or administration of the Project by **Sub-Grantee**.
- (d) All other actions or claims asserted by **Sub-Grantee** arising from **I.F.H.C.**'s management or administration of the D.H.H.S. Grant.

The parties agree that binding arbitration will be conducted pursuant to the procedures outlined in Indiana's Arbitration Act, I.C. 34-57-2 *et seq.*, as amended, and that each party shall bear its own costs arising from the arbitration proceedings.

IX.

Notice

9.1 All notices given under this Agreement shall be in writing and shall be deemed given when delivered, or when mailed by certified mail, addressed as follows:

If to **I.F.H.C.:**

**Indiana Family Health Council, Inc.
One Jackson Square, Suite 1000
233 South McCrea Street
Indianapolis, IN 46225-1043**

If to **Sub-Grantee:**

**Monroe County Health Department
119 W. 7th Street
Bloomington, IN 47404**

or to such other address as either party shall specify to the other by written notice.

9.2 This Agreement shall be interpreted under and governed by Indiana law. The parties agree that if any action is necessary to enforce this Agreement, to confirm, vacate or modify an arbitration decision rendered pursuant to Paragraph 8.3 herein, or to obtain a restraining or injunction order, the action must be filed in one of the Superior Courts of Marion County, Indiana. Each party consents to the jurisdiction of such court and waives objection to venue there.

9.3 **Sub-Grantee** understands and acknowledges that any or all of the documents or records provided to **I.F.H.C.** during the course of the Project may be deemed to be subject to public disclosure under Indiana's Access to Public Records Statute, I.C. 5-14-3 *et seq.*, and **Sub-Grantee** waives any right or claim of liability as against **I.F.H.C.** arising from such disclosure.

X.

Designated Officials

10.1 The **Sub-Grantee** appoints **Dr. Thomas Sharp** as its designated agent for administering **Sub-Grantee's** obligations under this Agreement.

10.2 I.F.H.C. appoints Gayla C. Winston as its designated agent for administering I.F.H.C.'s obligations under this Agreement.

10.3 The individuals designated in paragraphs 10.1 and 10.2 are designated for the purpose of notice and convenience, and under no circumstance shall either person identified in Paragraphs 10.1 or 10.2 be held personally or individually liable or responsible for the actions, representations or undertakings contained herein or taken pursuant to this Agreement by I.F.H.C. or Sub-Grantee.

**INDIANA FAMILY HEALTH
COUNCIL, INC.**

By: _____
President

Date: _____

By: _____
Chair of the Board

Date: _____

**MONROE COUNTY
HEALTH DEPARTMENT**

By: _____
Commissioner of Health

Date: 8-8-14

By: _____
President, Monroe County
Commissioners

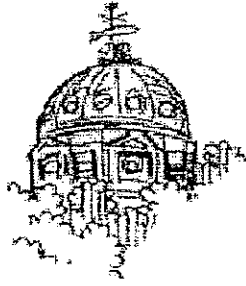
Date: 1

By: _____
President, Monroe County
Health Board

Date: 8/8/14

By: _____
Monroe County Auditor

Date: 8-20-14



MONROE COUNTY BOARD OF COMMISSIONERS
REQUESTED AGENDA INFORMATION FOR THE COMMISSIONERS MEETINGS

The Commissioners will not accept this item for their Board of Commissioners

Meeting if this form is not completely filled out.

Title of item to appear on the agenda:
Include VENDOR's Name in title

Outdoor Warning location agreement- Ivy Tech

Fund Name:

Fund Number:

Amount:

**Executive
Summary:**

This is a request for signatures of the Commissioners on an agreement for the placement of an outdoor warning siren on the Ivy Tech campus at 200 Daniels Way, Bloomington 47404.

Date item will appear on the Commissioners' Agenda:

8/22/2014

Contact Person: Jim Comerford

Phone Number: 812.325.4321

Presenter at Commissioner Meeting (if not contact person):

Office/Department: Emergency Management

County Legal Review required prior to submission of this form:

Attorney Name who reviewed: Kevin Dogan

Is this a grant request? Yes ☐ No ☒

New or current Grant? New ☐ Current ☐

Grant application uploaded into the Grant Navigator (required) Yes ☐

TOTAL Amount of grant money to be awarded:

Federal:

State:

Local Match:

Signed:

Date:

8-20-2014

E-mail agenda request and all necessary documents to the Auditor's office (Connie Axsom) and to the Commissioner's Office e-mail: Commissionersoffice@co.monroe.in.us

EMERGENCY WARNING SIREN EASEMENT AGREEMENT

An agreement between Ivy Tech Community College ("Owner") and Monroe County ("County"), by and through its Board of Commissioners, effective on the date executed by both parties. Owner and County agree as follows:

1. County operates a system for alerting people in Monroe County to occurrences of natural or manmade disasters and emergencies which endanger public health and safety. This system uses emergency warning sirens that are located in strategic positions on public and privately-owned properties.
2. In consideration of the enhanced protection that hosting an emergency warning siren provides to its property and as a service to the community, Owner is willing to provide without compensation a portion of Owner's real estate to the County for the site of an emergency warning siren.
3. The County will purchase, own, install and maintain an emergency warning siren and utility pole at a mutually agreed upon site (described in the attached Exhibit A) on Owner's property which is located at the following US Postal Service address:

Ivy Tech Community College

200 Daniels Way

Bloomington, IN 47404

A legal description of this property is attached as Exhibit B.

4. Owner does hereby grant a non-exclusive easement to the County on and across the foregoing property for the placement of an emergency warning siren atop a utility pole or other supporting structure at the mutually agreed upon location described in Exhibit A, and an easement of ingress and egress in, through and across such property for the purpose of maintaining, repairing, replacing or removing the siren.
5. County will repair and maintain the emergency warning siren and utility pole for as long as they are a part of the Monroe County Emergency Warning System. When the County determines the siren and utility pole are no longer a part of its Emergency Warning System, it will remove the siren and utility pole from the Owner's property at the County's expense.
6. County agrees to indemnify and save harmless the Owner from all claims, costs or lawsuits resulting from the installation, maintenance, repair and operation of the emergency warning siren on Owner's property.

7. Owner shall pay for electrical power consumed by the operation of the emergency warning siren during the term of this agreement.
8. Owner may extinguish the easement hereby granted and require the removal of the emergency warning siren and utility pole from Owner's property by providing 60 days advance written notice to the County and County shall remove its siren and utility pole within the time designated by Owner and thereafter the easement shall be extinguished.
9. County may remove the emergency warning siren and utility pole from Owner's property by 60 days advance written notice to the Owner in which event the easement hereby granted shall be extinguished at the expiration of the notice. After removal of the County's siren and equipment, the easement hereby granted shall be extinguished.

Owner represents and warrants that it owns the foregoing property in fee simple, and that if Owner is not a person, the signatory below is authorized to sign this Agreement on behalf of the Owner.

BOARD OF COMMISSIONERS
OF MONROE COUNTY

OWNER

Patrick Stoffers, President

Signature

Iris F. Kiesling, Vice President

Printed name

Julie Thomas, Member

Firm, Corporation, LLC or LLP
(If Applicable)

ATTEST:

By: _____

Title

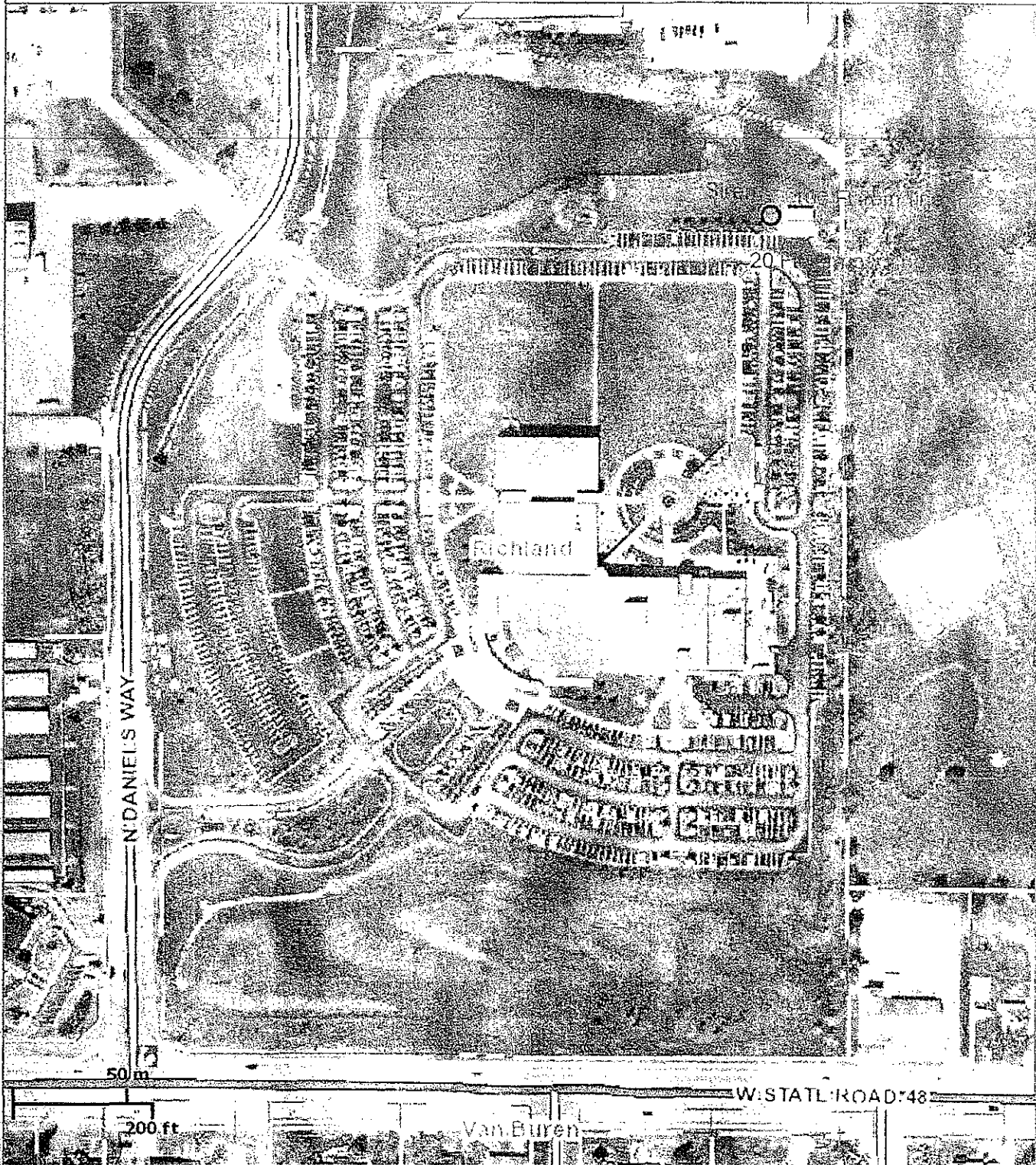
Steve Saulters, Auditor

Date : _____

Date: _____

Ivy Tech Siren Location
200 Daniels Way

Exhibit (A)



All measurements are approximate.

Printed: 06/22/14

Exhibit 'B'

13
164

801160

JAN 22 1998

RECORDED IN MONROE COUNTY

CORPORATE WARRANTY DEED

467 1st 501

THIS INDENTURE WITNESSETH, That PARK 48, INC., an Indiana corporation, of Monroe County, in the State of Indiana, CONVEYS AND WARRANTS to IVY TECH STATE COLLEGE (an instrumentality of the State of Indiana established by IC 20-12-61) of Marion County, in the State of Indiana, for and in consideration of the sum of One Dollar (\$1.00) the receipt whereof is hereby acknowledged the following described Real Estate in Monroe County, in the State of Indiana, to-wit:

A part of the Southeast Quarter of Section 35, Township 9 North, Range 2 West, Monroe County, Indiana, being more particularly described as follows:

BEGINNING at the southeast corner of Park 48, Phase II (Plat Cabinet B, Envelope 384); thence SOUTH 01 degree 47 minutes 59 seconds West 1400.52 feet to the north right-of-way line of State Road 48; thence on said right-of-way NORTH 86 degrees 56 minutes 34 seconds West 927.12 feet; thence NORTH 01 degree 34 minutes 35 seconds East 10.02 feet to the easterly right-of-way of Daniel's Way as platted in Park 48, Phase I (Plat Cabinet B, Envelope 369); thence on said easterly right-of-way the following eight (8) courses: 1). 111.78 feet on a 70.02 foot radius non-tangent curve to the right whose chord bears NORTH 42 degrees 41 minutes 34 seconds West 100.28 feet; thence 2). NORTH 01 degree 33 minutes 25 seconds East 422.51 feet; thence 3). NORTH 01 degree 37 minutes 24 seconds West 180.28 feet; thence 4). NORTH 01 degree 33 minutes 23 seconds East 214.79 feet; thence 5). 163.19 feet on a 220 foot radius tangent curve to the right whose chord bears NORTH 22 degrees 48 minutes 23 seconds East 159.47 feet; thence 6). NORTH 44 degrees 03 minutes 23 seconds East 175.55 feet; thence 7). 207.69 feet on a 280.00 foot radius tangent curve to the left whose chord bears NORTH 22 degrees 48 minutes 23 seconds East 202.96 feet; thence 8). NORTH 01 degree 33 minutes 23 seconds East 97.58 feet; thence leaving said right-of-way and on the south line of said Park 48, Phase II the following two (2) courses: 1). SOUTH 88 degrees 26 minutes 37 seconds East 293.92 feet; thence 2). SOUTH 77 degrees 50 minutes 41 seconds East 476.98 feet to the Point of Beginning, containing 31.60 acres, more or less.

007-19480-00

DULY ENTERED
FOR TAXATION

JAN 22 1998

Robert J. Clark
Notary Public

SUBJECT to a 25 foot Drainage and Utility Easement from Park 48, Inc., by Bill C. Brown, President, to all private and public utility providers, over and across the following described land, to-wit:

A part of the Southeast Quarter of Section 35, Township 9 North, Range 2 West, Monroe County, Indiana, and being more particularly described as follows:

COMMENCING at the southeast corner of Park 48, Phase II (Plat Cabinet B, Envelope 384); thence South 01 degree 47 minutes 59 seconds West 167.66 feet; thence SOUTH 89 degrees 07 minutes 01 second West 805.10 feet to the POINT OF BEGINNING; thence SOUTH 44 degrees 03 minutes 23 seconds West 194.51 feet; thence 144.65 feet on a 195.00 foot radius tangent curve to the left whose chord bears SOUTH 22 degrees 48 minutes 23 seconds West 141.35 feet, thence SOUTH 01 degree 33 minutes 23 seconds West 214.79 feet; thence SOUTH 01 degree 37 minutes 24 seconds East 180.28 feet; thence SOUTH 01 degree 33 minutes 25 seconds West 422.51 feet; thence 71.87 feet on a 45.02 foot radius tangent curve to the left whose chord bears SOUTH 42 degrees 41 minutes 34 seconds East 64.48 feet; thence SOUTH 01 degree 34 minutes 35 seconds West 10.02 feet; thence SOUTH 86 degrees 56 minutes 04 seconds East 927.26 feet; thence SOUTH 01 degree 47 minutes 59 seconds West 25.01 feet to the northerly right-of-way of State Road 48; thence on said right-of-way NORTH 86 degrees 56 minutes 34 seconds West 927.12 feet; thence NORTH 01 degree 34 minutes 35 seconds East 10.02 feet to the easterly right-of-way of Daniel's Way as platted in Park 48, Phase I (Plat Cabinet B, Envelope 369); thence on said right-of-way the following six (6) courses: 1). 111.78 feet on a 70.02 foot radius non-tangent curve to the right whose chord bears NORTH 42 degrees 41 minutes 34 seconds West 100.28 feet; thence 2). NORTH 01 degree 33 minutes 25 seconds East 422.51 feet; thence 3). NORTH 01 degree 37 minutes 24 seconds West 180.28 feet; thence 4). NORTH 01 degree 33 minutes 23 seconds East 214.79 feet; thence 5). 163.19 feet on a 220.00 foot radius tangent curve to the right whose chord bears NORTH 22 degrees 48 minutes 23 seconds East 159.47 feet; thence 6). NORTH 44 degrees 03 minutes 23 seconds East 169.56 feet, thence leaving said right-of-way NORTH 89 degrees 07 minutes 01 second East 35.32 feet to the Point of Beginning, containing 1.67 acres, more or less.

ALSO SUBJECT TO a Drainage Easement over and across the following described land, to-wit:

A part of the Southeast Quarter of Section 35, Township 9 North, Range 2 West, Monroe County, Indiana, and being more particularly described as follows:

BEGINNING at the southeast corner of Park 48, Phase II (Plat Cabinet B, Envelope 384); thence SOUTH 01 degree 47 minutes 59 seconds West 167.66 feet; thence SOUTH 89 degrees 07 minutes 01 second West 840.42 feet to the easterly right-of-way of Daniel's Way as platted in Park 48, Phase I (Plat Cabinet B, Envelope 369); thence along said right-of-way the following three (3) courses 1). NORTH 43 degrees 03 minutes 23 seconds East 5.99 feet; thence 2). 207.69 feet on a 280.00 foot radius tangent curve to the left whose chord bears NORTH 22 degrees 48 minutes 23 seconds East 202.96 feet; thence 3). NORTH 01 degree 33 minutes 23 seconds East 97.58 feet; thence leaving said right-of-way and on the south line of said Park 48, Phase II the following two (2) courses: 1). SOUTH 88 degrees 26 minutes 37 seconds East 293.92 feet; thence 2). SOUTH 77 degrees 50 minutes 41 seconds East 476.98 feet to the POINT OF BEGINNING, containing 4.39 acres more or less.

SUBJECT to the Declaration of Development Standards, Covenants and Restrictions for PARK 48, COMMERCIAL PARK, recorded October 3, 1988, as Instrument No. 811522 in Miscellaneous Record 188, pages 20-31, and amended by Amendment to Declaration of Development Standards, Covenants & Restrictions for Park 48 Commercial Park, recorded April 9, 1997, as Instrument No. 705040 in Miscellaneous Record 244, page 383, all in the office of the Recorder of Monroe County, Indiana.

SUBJECT to easements of record, setback and building restrictions required by planning and building codes of the County of Monroe, or any other government agency having jurisdiction thereof.

TOGETHER with the right to use for ingress and egress of the adjacent right of way known as Daniel's Way.

SUBJECT to taxes for 1997, due and payable in May and November, 1998, and all subsequent taxes and assessments.

407, ASH 504

GRANTEE'S ADDRESS FOR TAX DUPLICATES:

Ivy Tech State College, Attention: Chuck Harris
P.O. Box 1763, Indianapolis, Indiana 46206-1763

IN WITNESS WHEREOF, The said Grantor, PARK 48, INC., an Indiana corporation, has hereunto set its hand and seal, this 22nd day of January, 1998.

PARK 48, INC.

BY

BILL C. BROWN, PRESIDENT

ATTEST:

Connie Ritchie

CONNIE RITCHIE, ASSISTANT SECRETARY

STATE OF INDIANA)

SS:

COUNTY OF MONROE)

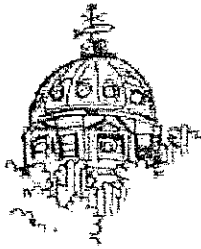
Before me, the undersigned, a Notary Public in and for said County and State, this 22nd day of January, 1998, personally appeared Bill C. Brown and Connie Ritchie, to me well known and by me known to be the President and Assistant Secretary, respectively, of Park 48, Inc., an Indiana corporation, Grantor herein and for and on behalf of said Corporation acknowledged the execution of the foregoing deed as the free and voluntary act of said Corporation, and Grantor also swore to the truth of all statements made in this deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:
January 24, 1999

Harriette V. Duncan
Harriette V. Duncan, Notary Public
Residing in Monroe County, Indiana

THIS INSTRUMENT PREPARED BY: FRANK A. BARNHART, BARNHART
STURGEON & SPENCER, P.O. BOX 1234, BLOOMINGTON, INDIANA 47402-
1234.



MONROE COUNTY BOARD OF COMMISSIONERS

REQUESTED AGENDA INFORMATION FOR THE COMMISSIONER'S MEETINGS

TITLE OF ITEM THAT APPEARS ON THE COMMISSIONER'S
AGENDA:

2014-25

Magnolia Farm Planned Unit Development, Outline Plan

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

The petitioner is seeking to create a Planned Unit Development (PUD) at 7935 W. Ratliff Road. The PUD will include several principal uses, including 2 uses that are not currently included in the Monroe County Zoning Ordinance. The new uses include an event facility and a permanent farm stand. There will be 5 different use districts on the property: a single family residential area, the event facility area, a second single family or tourist cabin area, an agricultural area, and an open space area. Regular events cannot exceed 225 total people, which includes guests and staff. Occasionally, the owners may request a Temporary Seasonal Activity Permit for events that exceed 225 people but have a maximum of 300 people. There will be a parking area on site that can accommodate 75 vehicles.

The Plan Review Committee reviewed the petition #1404-PUO-01 on May 8, 2014 and raise concerns about safety and establishing a maximum event occupancy, which was later established. Concerns were raised about the floodplain along Ratliff Road, which were later addressed by the Drainage Engineer. The petition was forwarded with a favorable recommendation to the Plan Commission with a 4-0 vote.

During its hearing on July 15, 2014, the Monroe County Plan Commission considered petition #1404-PUO-01 and made a positive recommendation, based on the findings and subject to the conditions in the staff report and the Highway and Drainage Engineers' reports' in addition to one alter condition, which is included in the ordinance, with a vote of 5-1.

DATE ITEM WILL APPEAR ON THE COMMISSIONER'S
AGENDA:

August 22, 2014

CONTACT PERSON: Beth Rosenbarger

PHONE NUMBER: X 2562

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

n/a

OFFICE/DEPARTMENT: Planning

HAS THE MONROE COUNTY LEGAL DEPARTMENT REVIEWED ITEM?

Yes ☒ No ☐

INFORMATION PERTAINING TO A GRANT

Dave Schilling

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

n/a

2. AMOUNT OF GRANT MONIES THAT WILL BE AWARDED:

Federal or State? _____

Local Match _____

Total? _____

SIGNED:

Beth Rosenbarger

DATE:

8.20.2014

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

ORDINANCE # 2014-25

Magnolia Farm Planned Unit Development, Outline Plan

An ordinance to adopt the Magnolia Farm Planned Unit Development, Outline Plan.

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

Whereas, the Board of Commissioners of Monroe County, Indiana, passed and adopted a zoning ordinance and zoning maps (collectively "Zoning Ordinance") effective January 1997, which zoning ordinance is incorporated herein; and,

Where certain amendments ("Amendments") to the Zoning Ordinance have been proposed to establish and regulate the Magnolia Farm Planned Unit Development;

Whereas, the Plan Commission advertised for and conducted a public hearing on the proposed Amendments;

Whereas, following the public hearing, the Plan Commission voted to forward the Amendments to the Board of Commissioners with a favorable recommendation;

Whereas, the Plan Commission certified the Amendments and its recommendation thereon to the Board of Commissioners for consideration pursuant to Indiana Code Sections 36-7-4-602 through 605;

Whereas, in accordance with Indiana 5-14-1.5-5, the Board of Commissioners provided public notice of its intention to consider the Amendments during its August 22, 2014 meeting, and accepted public comment on the proposed Amendments during its August 22, 2014 meeting;

Whereas, the Board of Commissioners finds that the Amendments, if adopted in ordinance form, would reasonably and efficiently advance the statutorily recognized zoning ordinance purposes, which include, among other purposes, the promotion of the health, safety, morals, convenience, order, and general welfare of the citizens of Monroe County, Indiana, and that the amendments should be adopted;

Whereas, the Board of Commissioners finds and confirms that in the preparation and/or consideration of the Amendments, both the Board of Commissioners and the Plan Commission gave reasonable regard to: the Comprehensive Land Use Plan of Monroe County, Indiana; current conditions and the character of current structures and uses in the each district; the most desirable use for which the land in each district is adapted; the conservation of property values throughout the jurisdiction; and responsible development and growth;

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

SECTION I.

The Magnolia Farm Planned Unit Development Outline Plan will rezone the parcel located at 7935 W. Ratliff Road to be a Planned Unit Development (PUD). The Magnolia Farm PUD allows several principal uses to occur on the property including an event facility, a farm stand, agricultural uses, single family residential uses, and more, which are enumerated in the Outline Plan for Magnolia Farm which is attached hereto and incorporated herein as Exhibit A. The parcel number is 53-04-16-300-004.000-011, and it is located in Richland Township, Section 16. (See Exhibit A)

SECTION II.

The following conditions of approval shall apply to this petition:

1. The Farm Stand Use intensity is defined as "low" and the Event Facility Use intensity is defined as "high.";
2. The Farm Stand Use is permitted in Use Districts 2 and 3 as shown in Exhibit A;
3. Paving is required at the driveway entrance from Ratliff road, the distance of paving will be determined by the Highway engineer; an ADA parking area and ADA compliant foot paths from the parking areas to the barn must be installed.
4. Events at Magnolia Farm are limited to a maximum, total number of 225 guests and employees. Magnolia

Farms may apply for Temporary Seasonal Activity (TSA) permits for events involving a total, maximum number of up to 300 guests and employees, provided the TSA site plan: identifies the areas within which the specific event activities will take place; identifies and describes the locations and features of any site changes or additional facilities necessary to accommodate the anticipated number of guests and employees; all parking for the event occurs only in parking areas within Use District 2; and satisfies all other relevant site plan requirements.

5. If the outline plan is silent on any particular land use, development standard, or other specification of the Monroe County Code, the standard of the underlying district or the applicable regulations shall apply.

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 22nd day of August, 2014.

BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA

"Yes" Votes

Patrick Stoffers, President

Iris Kiesling, Vice-President

Julie Thomas

"No" Votes

Patrick Stoffers, President

Iris Kiesling, Vice-President

Julie Thomas

Attest:

Steve Sauter, Monroe County Auditor

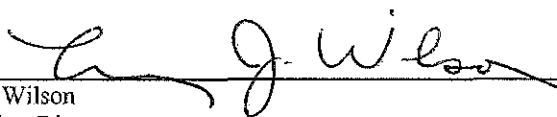
OFFICE OF
MONROE COUNTY PLAN COMMISSION
501 N. MORTON STREET
SHOWERS BUILDING, SUITE 224
BLOOMINGTON, IN 47404

TO: THE COMMISSIONERS OF MONROE COUNTY, INDIANA

CERTIFICATION

I also certify that during its meeting on July 15, 2014 the Monroe County Plan Commission considered petition #1404-PUO-01 for an amendment (Ordinance #2014-25) to the Monroe County Zoning Ordinance and made a positive recommendation to approve thereon, based on the findings, highway and drainage engineers' reports and with conditions, with a vote of 5-1.

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



Larry Wilson
Planning Director

8-20-2014
Date

Magnolia Farm

Outline Plan

Herndon Design

7/8/2014

Magnolia Farm

The vision of Magnolia Farm is to create a place that contributes to the economic well being of Monroe County while displaying a strong reverence and regard for the surrounding agricultural based, rural environment. Magnolia Farm hopes to encourage an appreciation for the traditional rural character of Monroe County by providing the opportunity for guests to visit and experience firsthand, though small, an otherwise active and productive authentic farm setting. The current district designation for the property at 7935 W. Ratliff Rd. is Agriculture/Rural Reserve (AG/RR). As stated within the County Ordinances, the character of the Agriculture/Rural Reserve (AG/RR) District is defined as that which is primarily intended for agriculture uses including, but not limited to, row crop or livestock production, forages, pasture, forestry, single family residential uses associated with agriculture uses , as well as, limited very low density, rural non-farm related single family use. The PUD will establish multiple primary uses for the 18 acre property, Residential / Single Family Residence, Home Based Business, Event Barn, Agricultural Hobby Farm with the complementary uses of Agricultural Uses Land Animal Related and Non-animal Related and Tourist Home / Cabin, as well as associated accessory uses.

The flexibility these uses provide increase the property owners' opportunities for success by allowing a wider variety of options in their efforts to establish an authentic agricultural backdrop for the events that will take place on the site. Magnolia Farm hopes to set a precedent for an agritourism based, family run business model that preserves and respects the character of rural Monroe County. Agritourism as defined by the Indiana General Assembly: "...an activity at an agricultural, horticultural, or agribusiness operation where the general public is allowed or invited to participate in, view, or enjoy the activities for recreational, entertainment, or educational purposes."

Magnolia farm plans to operate 12 months a year but with the vast majority of events occurring within the 'season' April to October. Events will primarily be weddings, with some additional family reunions, church gatherings and corporate events; typically scheduled during Saturdays, with an anticipated 20-35 events per year. These events will have a typical event attendance of 150 or less and establish a maximum event attendance of 225 including staff.

Magnolia Farm, as needed, will utilize the TSA permitting process which will grant a temporary allowance for events that may exceed the limit of 225 attendees as stated within the formal text of the PUD. This size of event will be atypical, though a possibility that needs to be provided for.

Parking: Refer to Site Plan S1

Magnolia Farm, with a maximum Building occupancy of approximately 300 guests, will host events with a typical event attendance of 150 or less and establish a maximum event attendance of 225. Based on the parking requirements for an amphitheater, club or lodge listed in table 6-1, chapter 806 of the zoning ordinance, 1 space per every 4 occupants is required. There will be a primary parking area for 38 vehicles with an additional 37 spaces provided for in an overflow area bringing the total to 75. For an event at the maximum attendance number this will provide 1 space for every 3 and a ratio of 1 space for every 2 attendants or less for smaller more typical events.

The new drive and parking areas will be unpaved gravel adhering to the rural farm aesthetic Magnolia Farm is trying to establish. A paved ADA parking area will be created directly East of the Event Barn.

Traffic:

Magnolia Farms is located at 7935 W. Ratliff Rd. Traffic for Magnolia Farm is anticipated during non-peak times, as most all events will take place during the weekends with the majority taking place during the summer months.

The traffic volume created by Magnolia Farm during these times would create much less wear and tear than what is created by traffic from the primary and intermediate schools, located one mile North at 7600 W. Reeves Rd (the corner of Reeves and Loudon Roads).

Visitors to Magnolia Farm will likely take similar routes as those traveling to the school, including HWY 46, Reeves Road and Loudon Road, to arrive at the farm. Therefore, these roads are maintained in a manner, which is deemed safe and appropriate for area children and school buses. These schools have an estimated 1100 students in addition to staff on approximately 50% of the calendar days (180 days). The Farm anticipates having events on less than 10% of the yearly calendar days with 150-225 guests.

Landscape: Refer to Site Plan S1

In adherence to one of its core concepts, Magnolia Farm will strive to maintain and preserve the natural beauty of the property at 7935 W. Ratliff Rd.. Only where necessary as required by the event barn's development plan will the existing vegetation be disturbed. There has been an effort to site the newly planned structures and parking areas within existing clearings to minimize the removal of trees and only where necessary will this occur. To achieve the 25 percent permanent open space requirement 4.5 acres will be dedicated as a permanent undisturbed area. As indicated on the site plans, this Zone (Use District 5) will have access points that pass through it so as not to isolate the Southwest corner of the site which has been identified as the location for a future single family house(Use District 1 - refer to site plan) These proposed paths are yet to be defined but their approximate location, including the possible

future extension of the existing driveway, are indicated on Site Plan S1. Their presence will not reduce the required 4.5 acre requirement.

Magnolia Farm will utilize the existing preserved vegetation to meet, wherever possible, its minimum landscaping requirements. This is consistent with establishing a traditional rural farm aesthetic rather than a more urban commercial aesthetic that the ordinance landscape standards dictate.

Magnolia Farm will not be required to create bufferyards along the edges of its own adjoining Use Districts of differing intensities. Similar intensity levels exist between Magnolia Farm Use District 2 and the adjacent parcel to the East, therefore no bufferyard will be required along the East Property line as stated within Ch. 830 of the county Ordinances, Table 30-1 and 30-2. The established tree line along the properties' edge, however, will be nurtured to serve as a natural light and sound buffer to the adjacent property. This swath of existing woodland along the eastern property line will also be utilized to meet the parking area's eastern edge perimeter landscape requirements. Parking area perimeter landscaping will, wherever possible, be met with existing vegetation and only where needed, trees, plantings, and grasses appropriate to the farm aesthetic will be used. This sentiment is expressed within Monroe County's Comprehensive Plan, section 6.2. where the stated goal is to "Protect the character of designated rural and urban areas within the county by keeping rural areas rural in character and urban areas urban in character".

Only low level ground lighting will be used at the parking areas and drive to further minimize any lighting disturbance.

Upon a review of the available topographic information as well as a visual inspection of the 18 acre tract, there is a single karst feature located near the existing house to the Northwest. (refer to site plan)

Signage:

Magnolia Farm will adhere to signage requirements for a commercial property as allowed within the Zoning ordinance Ch. 807.

Ownership:

Brandon Powell and Hannah Powell are the current owners of the 18 acre parcel as well as the adjacent 40 acre parcel to the South. There is the future tentative possibility of dividing the 18 acres; separating the 3.95 acres of Use District #2 and the eastern edge of Use District #3 from the rest of the 18 acre parcel. This would include the Event Barn and access drive form Ratliff Road. Currently, however, there are no definitive plans to do so.

Phasing and Development:

1 - 18 months after approval: Use District #2 development - Event Barn, drive, primary parking and required landscaping.

6 months - 5 years: secondary parking.

1 year - 10 years: Use District 1 development - future home site.

PUD Primary Uses / Use Districts: Refer to Use District Map Sheet A2

Use District 1 - Residential / Single Family Home, Home Based Business.

Use District 2 - Event Barn, Residential / Single Family Home, Agricultural Hobby Farm, Agricultural Uses - Land Animal Related, Temporary Seasonal Activity.

Use District 3 - Agricultural Hobby Farm, Agricultural Uses - Non-animal Related, Agricultural Uses - Land Animal Related.

Use District 4 - Residential / Single Family Home, Tourist Home Cabin, Home Based Business.

Use District 5 - Permanent Open Space.

Primary Use definitions:

RESIDENTIAL / SINGLE FAMILY HOME - Use District 1, Use District 2, Use District 4

A free-standing residential building occupied by just one household or family, and consisting of just one dwelling unit or suite. The centrally located existing 2 bedroom residence will serve this role initially until a new single family home is built on the 18 acre parcel within the south west quadrant. The new residence will be designed within a traditional arts and crafts style and be consistent with the other aesthetic goals of creating a traditional rural setting for the owners and their family-run business. It will be a 3-4 bedroom home of approximately 2000 - 5000 sf. (refer to character images)

The Existing House will be converted upon completion of the new house into a rental property or a Tourist Home Cabin. (refer to Use District 4)

In the event that the Magnolia Farm business model proposed becomes unsustainable the new barn building could be converted into an owner occupied residence in lieu of the construction of a new residence as stated above within the back Southwest quadrant of the 18 acre parcel.

Accessory uses: Home Based Business, Home Occupation -

Brandon and Hannah Powell as they undertake the task of building a successful home-based business will be required to perform business and commercial tasks from their primary residence, many of the tasks unforeseen. The Event Barn as well as the Agricultural and small scale retail demands of the Hobby Farm will require certain scheduling, bookkeeping, billing and production work to take place at home.

EVENT BARN - Use District 2

An Event Barn is a family owned and operated leasable event facility that provides a natural, rural backdrop for weddings and special events. The barn will dually serve, as well, as a support structure for the activities of one of the properties' other primary functions - a workable and profitable family run Hobby Farm.

It's primary role will be to provide a leasable venue for people who want a traditional, rural, picturesque and hopefully unforgettable backdrop for their special event. The barn will be of a traditional vernacular architecture closely tied to familiar structures that those of us who grew in central and southern Indiana are accustomed to seeing. Most likely taking a gambrel roof form. It will have a footprint of approximately 3200 sf and be of a height of approximately 35 ft. when completed. (refer to character images)

The barn building will have a maximum building occupancy of approximately 300 guests, but will typically house events with an attendance of 150 or less with a maximum event attendance of 225. When there is a need to host events that may exceed the stated number of 225 Magnolia Farm will utilize Temporary Seasonal Activity permits (TSA's) to provide for this rare circumstance.

The Barn and adjacent areas surrounding it will at times serve as a back drop for the selling of agricultural products generated from the farm itself. (see Agricultural Uses, Non-animal Related, Agricultural Uses, Land Animal Related)

TOURIST HOME / CABIN - Use District 3

Ch. 802 -5 D4 - A building, or portion thereof, in which four (4) or fewer guest rooms are furnished to the public under the terms of a short-term lodging agreement. -

The existing residence on *the property*, after a new primarily residence is built, will function to support the events hosted on the property. This support role will primarily be as a staging area and or preparation area for guests or catered staff. The role will eventually evolve to be an overnight retreat for a newly married couple or special guests associated with the Event Barn activities. This final touch at the end of a special day will truly make the rural and authentic experience Magnolia farm provides one to remember.

AGRICULTURE / HOBBY FARM - Use District 2, Use District 3

A small farm operated for supplemental income rather than for primary income generating purposes. Outside of supplemental income generation, a goal is to maintain an authentic backdrop for hosted events. Agricultural uses such as the care of a small number of livestock, the limited farming of crops and / or maintenance of a large open garden area, as well as the housing and storage of all required animal feed, tools and equipment will be performed. Commercial and retail functions of a small family farm will be utilized such as the selling of onsite grown fruit and vegetables. (see Agricultural Uses, Non-animal Related)

Accessory uses: Fruit and Garden Stand / Market -

The creation of a small, profitable and active family run farm is one of the primary goals. The authenticity this brings to the experience of being on site is what will make Magnolia Farm unique and a desired setting for special events. For this reason, the Barn and adjacent areas

surrounding it will at times serve as a back drop for the selling of agricultural products generated from the farm itself. The farm stand will be approximately 250 sf. or less selling crops and items produced on the farm, including, but not limited to items such as, eggs, crops, plants and cut flowers. (see Agricultural Uses, Non-animal Related, Agricultural Uses, Land Animal Related)

AGRICULTURAL USES, NON-ANIMAL RELATED - Use District 2, Use District 3

Ch. 802 -5 D1 - Agricultural and farming activities involving the production and preparation of plants for human use, including horticulture, nurseries, forestry, sugar making, viticulture, grains and seed crops, fruits and vegetables of all kinds, greenhouse applications, and lands devoted to soil conservation and forestry management; all such uses exclude the processing and packaging of plants as food stuffs, with the exception of viticulture operations and small-scale marketing of processed fruit products, as in fruit markets.

As a functioning and profitable family owned Hobby Farm, Magnolia Farm will eventually produce an undetermined amount of plant based products for sale within the limitations of the 6+ acres of Use District 3. This will include though not be limited to small scale grain and/ or vegetable crop production.

AGRICULTURAL USES, LAND ANIMAL RELATED - Use District 2, Use District 3

Ch. 802 -5 D1 - Commercial agricultural activities involving the production of animals and the preparation of products for human use, including dairying, poultry, livestock, or other such operations, but excluding meat processing and packaging operations. -

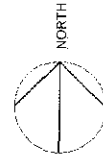
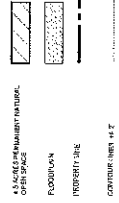
Brandon and Hannah Powell for their own personal use as well as being an integral part of the plans and scope of their Family Run Hobby Farm will keep a limited number of farm animals on the 18 acre parcel. They will be housed in the existing out buildings located on the site within Use District 3. As dictated by the Monroe County Ordinance Ch 802 #43 the livestock intensity figures are as follows - base on a Use District 3 pasture of 3.37 Acres:

Large animals - 4 or
Medium animals - 8 or
Small animals - 20 or
16 beehives

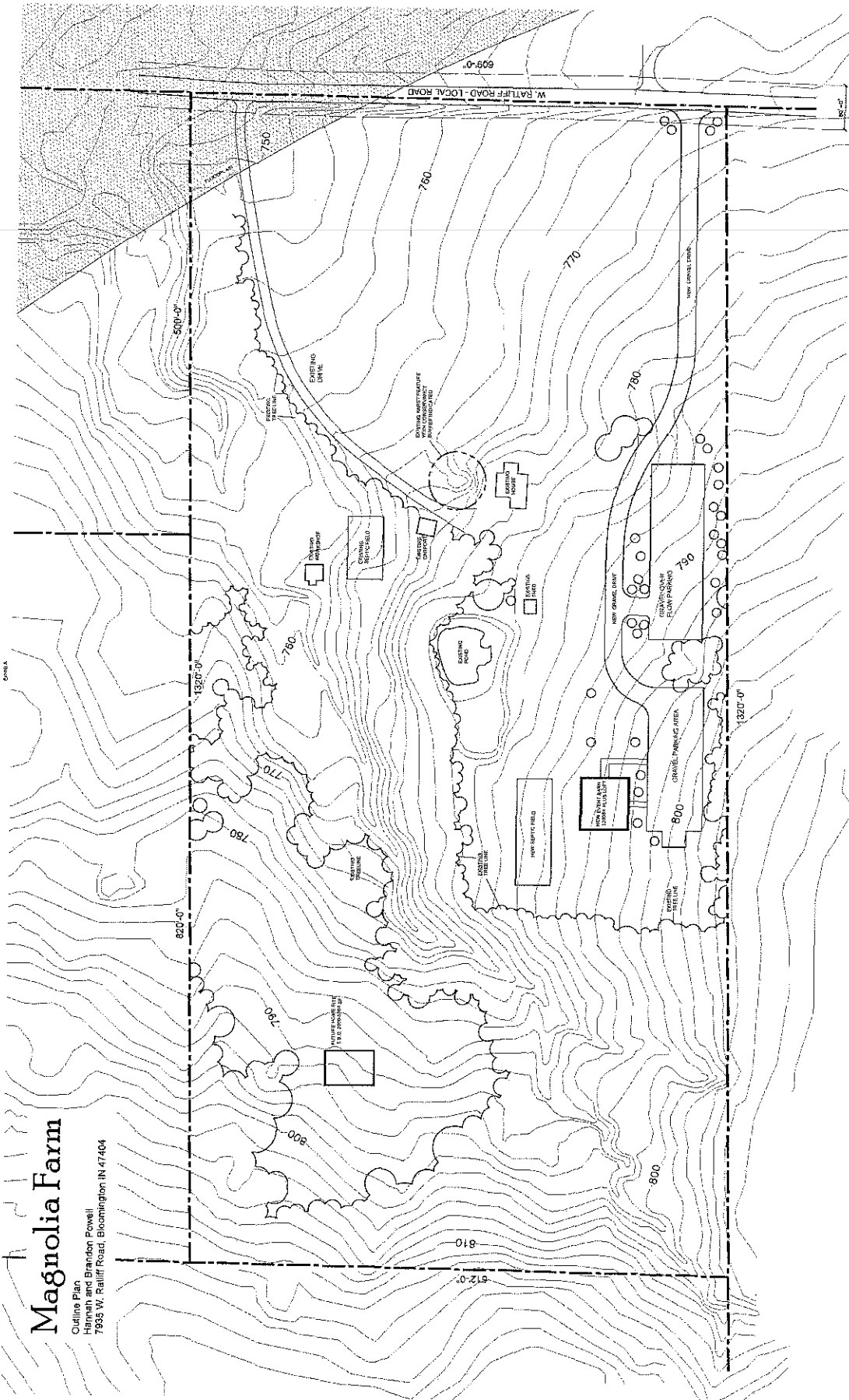
Outline Plan
Hannah and Brandon Powell
7935 W. Raliff Road, Bloomington IN 47404



25



SITE CONTOUR PLAN
SCALE: 1" = 50'-0"

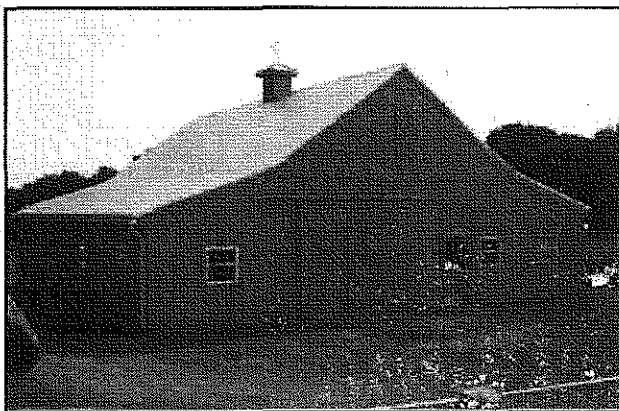
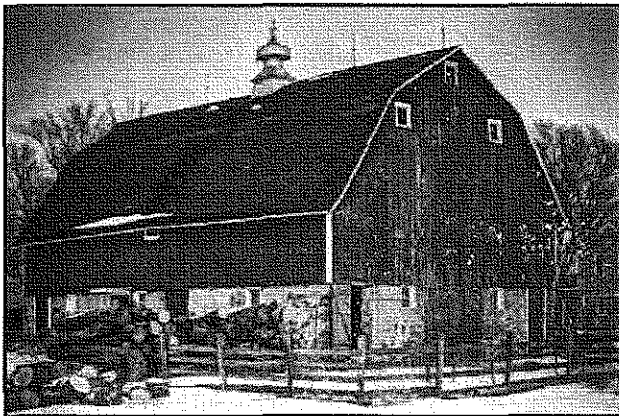
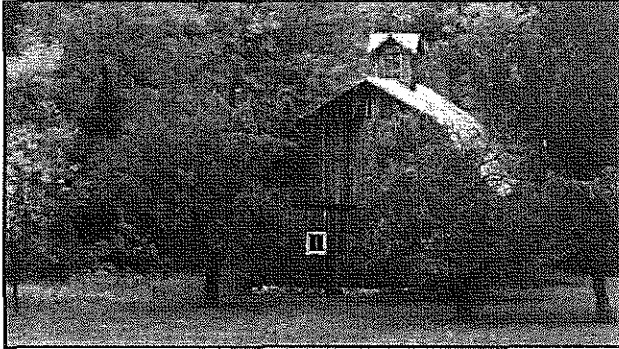


Magnolia Farm

Outline Plan
Hannah and Brandon Powell
7935 W. Ratliff Road, Bloomington IN 47404

Magnolia Farm

Hannah and Brandon Powell
7935 W. Ratliff Road, Bloomington IN



Traditional form and materials will blend
seamlessly with the local rural landscape.
Representative Photos

HERNDONDESIGN

Magnolia Farm

Hannah and Brandon Powell
7935 W. Ratliff Road, Bloomington IN



Exterior events will occur on the lawn adjacent to the proposed barn.
Representative Photos

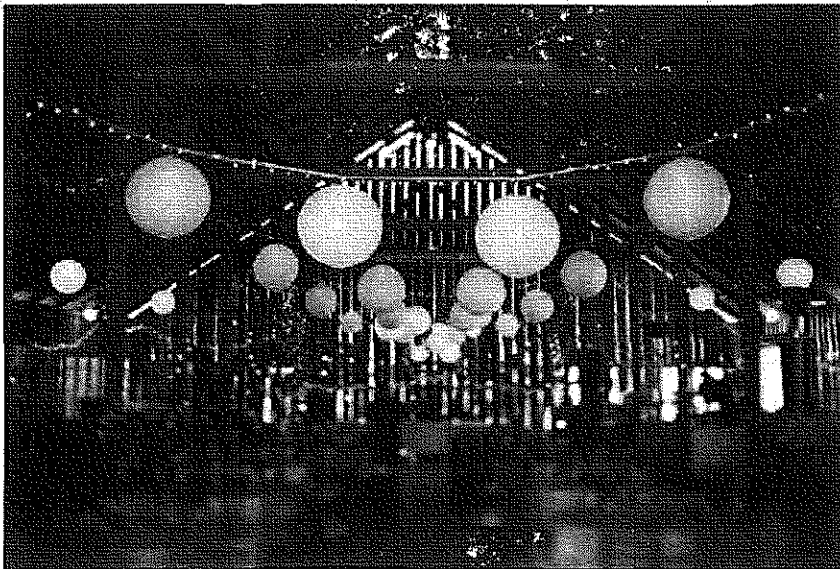


Open barn interior rustic / elegant environment.
Representative Photos

HERNDONDESIGN

Magnolia Farm

Hannah and Brandon Powell
7935 W. Ratliff Road, Bloomington IN



Open barn interior rustic / elegant environment.
Representative Photos

HERNDONDESIGN

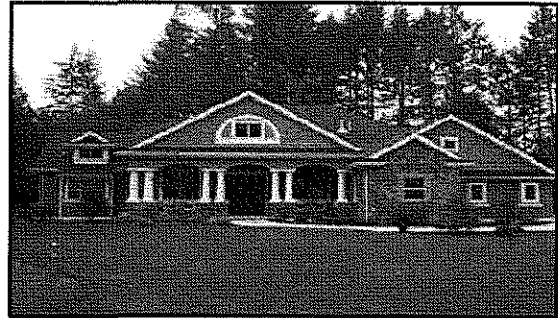
Magnolia Farm

CHARACTER IMAGES

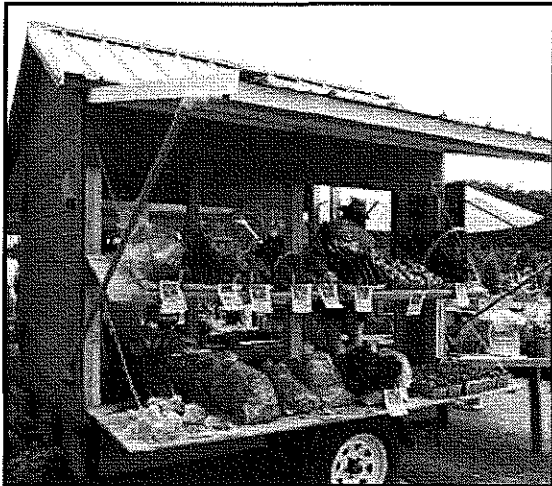
Outline Plan
Hannah and Brandon Powell
7935 W. Ratliff Road, Bloomington IN 47404



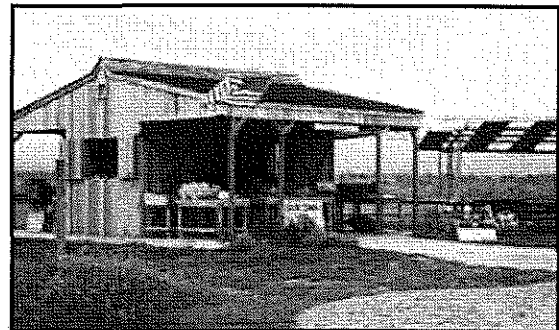
SINGLE FAMILY HOME - IMAGE 2



SINGLE FAMILY HOME - IMAGE 1



FARM STAND - IMAGE 3



FARM STAND - IMAGE 4

PLANNER Beth Rosenbarger
CASE NUMBER 1404-PUO-01, Magnolia Farm – Planned Unit Development
PETITIONER Frank Spence, Herndon Design; Hannah and Brandon Powell, Property Owners
ADDRESS 7935 W. Ratliff Road
REQUEST Outline Plan for Event and Wedding Farm
ACRES 18 +/-
ZONE Agriculture/Rural Reserve, AG/RR
TOWNSHIP Richland
SECTION 16
PLATS
COMP PLAN
DESIGNATION: Rural Residential

EXHIBITS

1. Petitioner's Statement/Outline Plan
2. Character Images
3. Site District Map
4. Site Plan
5. Site Plan with Contours
6. Noise Ordinance
7. Decibel Levels Chart

RECOMMENDATION

The staff recommends approval based on the findings of fact with the following conditions:

Staff recommends the following:

- Define intensities for Farm Stand and Event Barn;
- Add Farm Stand to the Site District Map within proposed Use Districts 2 and 3 to show where it can be permitted;
- Paving or using pervious pavers for the driveway and the parking lots;
 - If not the above recommendation, staff recommends paving or using pervious pavers for the driveway and the primary parking lot, while waiving the paving requirement for the secondary parking lot.
- Temporary Seasonal Activity Permits may only be permitted for outdoor events that exceed the 225 person cap, but cannot exceed 300 people total; the TSA site plan will illustrate where outdoor activities will take place and any changes necessary to accommodate the increase in total number of people; parking may occur in parking areas only within Use District 2;

SUMMARY

Petitioner would like to utilize their hobby farm to host events in a rural setting at their proposed PUD: Magnolia Farm. The proposal includes 5 use districts on the 18-acre parcel. Their proposal includes a barn to be utilized for storage of agricultural equipment as well as an event facility that can accommodate up to 300 people; however, petitioners propose most events will be for approximately 150 guests. Petitioners have included a cap, that events will not exceed 225 people (including guests

and staff). If an event is to exceed 225 people total, the PUD is proposing to apply for a Temporary Seasonal Activity Permit in order to occasionally host events that exceed that cap. There is currently one home on the property. Petitioners wish to continue living in that home, and then one day construct another home on the property within Use District 1. When a new home is built, the existing home will be utilized as a single family residence or tourist home/cabin.

This development has to file as a PUD due to the proposed mix of uses and the lack of a use that describes an event facility. Of the five use districts, all uses are permitted within the current zoning with the exception of the event facility and a permanent farm stand. Farm Stands are permitted currently, but only as a Temporary Seasonal Activity. The event facility slightly resembles the *Catering* use in Chapter 802. Additionally, they wish to maintain the property as a farm, which is permitted in AG/RR as well.

PLAN COMMISSION ADMINISTRATIVE MEETING:

The petition was discussed at the Plan Commission Administrative Meeting on Tuesday, July 1. The current proposal reflects some of the suggestions, concerns, and questions expressed at that meeting. Petitioners added a cap for the number of people at events, which was a suggestion at the meeting. Petitioners were encouraged to consider Temporary Seasonal Activity Permits as a tool for events that exceed the max capacity. Petitioners added a proposed driveway access for the Use District 1. The boundaries of Use District 4 were edited to include the septic field with the home to which it pertains.

Concerns for safety on the roads were expressed by Plan Commission members, especially in regards to the intersection at Ratliff and Loudon Roads. The Highway Director is being consulted and will have information available at the time of the Plan Commission Hearing.

PLAN REVIEW COMMITTEE

This petition was discussed at the Plan Review Committee's regular meeting on June 8, 2014. The PRC forwarded the petition to the Plan Commission with a favorable recommendation with a vote of 4-0. The PRC had several concerns, outside the scope of the Comprehensive Plan, but nonetheless considerations for the petition as follows:

- If the sliding scale zoning passes, how will that affect the PUD?
 - The PUD zoning will still apply.
- The proposal discusses a maximum occupancy of 150 people, but the building occupancy is actually maximum 300 people. Events held outside could potentially host more people. How many people will be attending events? –Petitioners said they have done extensive research, and the average wedding in Bloomington and Monroe County is approximately 150 people. While the facility can hold more people than 150, they do not plan to have larger events most of the time; however, from time to time, events may be larger than 150 people.
- Road conditions: what about events in the winter? If you heat the barn in the future, would you have winter weddings? Petitioner said yes, they would like to have winter weddings perhaps in that case, but the immediate plan is to not heat the barn.
- Has the road ever flooded? –Will include in report from Drainage Engineer; however, it is Zone A Flood Hazard Area, described by FEMA as “*Areas subject to inundation by the 1-percent-annual-chance flood event. Because detailed hydraulic analyses have not been performed, no Base Flood Elevations (BFEs) or flood depths are shown.*”
- Ratliff and Loudon intersection is considered dangerous by neighbors. How will this proposal

affect that intersection? It is currently a stop sign for north/south traffic on Loudon while east/west traffic on Ratliff does not stop. —consulting County Highway Director

- Petitioner should consider adding more employee parking. What about parking for the caterers, the florist, etc?
- Uses: Agricultural, Agricultural accessory, Event Facility, found to be consistent with the Comprehensive Plan.
- Noise: where would a band be? Neighbors could be concerned about noise (one neighbor present expressed this concern).
- The noise ordinance would regulate noise, but should there be any additional constraints? All events could be required to end at a certain time? The Noise Ordinance (Exhibit 6) restricts amplified sound after 10pm.
- Drinking and driving: contracted caterers will serve alcohol and carry alcohol licenses (and liability). Petitioners plan on posting local taxis companies' phone numbers.

DISCUSSION

In this section, uses within the PUD, design standards, and general concerns will be addressed in that order.

Uses in the PUD:

The proposed uses for the PUD are outlined within the Outline Plan (Exhibit 1) and the Site District map (Exhibit 2). The proposal divides the 18-acre parcel into 5 different use districts. The permitted uses are then defined and categorized within each district.

The five use districts are as follows (See Site District Map, Exhibit 2):

- **Use District One:** 3.6 acres; Residential/single family home, Home Based Business
- **Use District Two:** 3.95 acres; Event Barn, agricultural, hobby farm, agricultural uses non-animal related, agricultural use animal related
- **Use District Three:** 6.56 acres; Agriculture, hobby farm, agricultural uses non-animal related, agricultural use animal related
- **Use District Four:** .664 acres; Residential single family home, Tourist home or cabin, Home based business
- **Use District Five:** 4.50 acres; Permanent Open Space

Additionally, petitioners propose to host a farm stand on site (see photos in Character Images, Exhibit 2). This use needs to be added to one or more of the districts; staff recommends adding the farm stand use to the proposed Use Districts 2 and 3 (see Recommendations).

The petitioners are pursuing a PUD to accommodate the proposed mix of uses on the property as well as to add the two uses that are not currently included in the Zoning Ordinance. Of the proposed uses in the use districts, all are permitted uses under the current zoning, AG/RR with the exception of a permanent farm stand (not listed in the districts, but discussed in the Outline Plan as an accessory use) and the Event Barn. The Farm Stand Use most closely resembles a "Fruit Market" as a permanent use which is a permitted use in AG/RR or a Temporary Seasonal Activity (TSA). Fruit Market and TSA are defined as follows:

Fruit Market. *An establishment primarily engaged in the retail sale of fresh fruits.*

Temporary Seasonal Activity: Any sale made by a person, firm or corporation engaging in the temporary business of selling Christmas Trees, Fireworks (permitted in LB and GB only), Produce and Plants or bulk and packaged mulch and other landscaping materials from a tent, truck, vending cart, or other area outside of a permanent structure on property owned or leased by the person, firm, or corporation. The temporary seasonal activity must be subordinate to or incidental to the principal permitted use or structure existing on the property, and not incompatible with the intent of the district.

Events facilities are currently not an enumerated in the Monroe County Zoning Ordinance. While the *event facilities* and permanent *farm stand* uses are not currently enumerated or permitted, the county has been conducting some research as to including more Agritourism uses in the Zoning Ordinance. This is currently in the preliminary stages of investigation and not codified; a survey was distributed to gauge the interest from Monroe County residents, and the current proposal from the Ordinance Review Committee includes agritourism as a use. Agritourism seeks to benefit local farms by providing other permitted uses while maintaining the distinct rural character. On the other hand, while the county may want to encourage agritourism, the impacts on the land, the neighbors, traffic, and the overall character of the area must be considered. The existing character of the area is mostly rural with large lots and some farms. In the Outline Plan, petitioners state that the proposed PUD seeks to maintain and contribute to the rural aesthetic of the area.

The proposal includes a cap of 225 for the total number of people at an event, including guests and staff. If an event is to exceed 225 total people, the PUD proposes to be able to apply for a Temporary Seasonal Activity Permit. Normally, such activity would not fit in with the definition of a TSA; however, the PUD includes this as an option. Staff views it is a useful mechanism for periodically allowing events over the capped number; however staff recommends more criteria be included as to what would be reviewed in an application for a Temporary Seasonal Activity, and that events are not to exceed 300 people (see Recommendations).

Design Standards:

The proposed Outline Plan (Exhibit 1) outlines which design standards Magnolia Farm proposes to follow in the development plan. Based on the outline plan provided, the development will adhere to the following standards:

- **Parking:**
 - Provide parking for 38 cars in a primary lot; provide parking for 37 cars in a secondary/overflow lot; (see Site Plan, Exhibit 4)
 - 75 total spaces results in one space per 3 people for an event of 225, and 1 space for 2 people for an event of 150 people;
 - Paving: the new drive and all parking will be unpaved with the exception of an accessible parking area;
 - ADA: a paved ADA parking area will be east of the event barn;
 - Parking Landscaping: will adhere to Chapter 830 requirements;
- **Landscaping:**
 - Preserving 4.5 acres of Open Space with paths provided through the Open Space (Use District 5);
 - Will adhere to all requirements of Chapter 830 with the following exceptions:
 - No bufferyard required between Use District 2 (Event Facility) and other uses on the same parcel;
 - No bufferyard required between Use District 2 (Event Facility) and neighboring parcel to the East;
 - Property line between the Use District 2 and adjacent property will be required to follow Perimeter Parking and/or Bio-retention Landscaping Standards;
 - All parking will be required to follow the landscape standards;
 - Streetscape: PUD will be required to follow the streetscape landscaping standards;
- **Setbacks:**
 - Will utilize Agriculture/Rural Reserve Setbacks, listed in the Outline Plan;
- **Signage:**
 - Magnolia Farm will adhere to sign requirements of Chapter 807;

General Concerns from Plan Commission and Plan Review Committee:

There are several concerns to be addressed for event facilities:

- *How will Magnolia Farm deal with drinking and driving?* The event caterers will hold liquor licenses. Magnolia Farm will provide phone numbers for local taxis companies to event attendees.
- *How many events per year would be ideal for Magnolia Farm?* The proposal approximates one event per weekend during the peak wedding season of April to October.
- *Beyond the noise ordinance, how will neighbors be buffered from the events?*

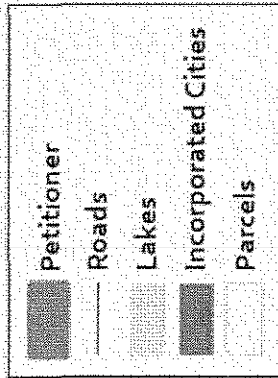
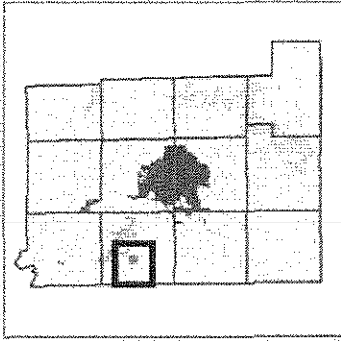
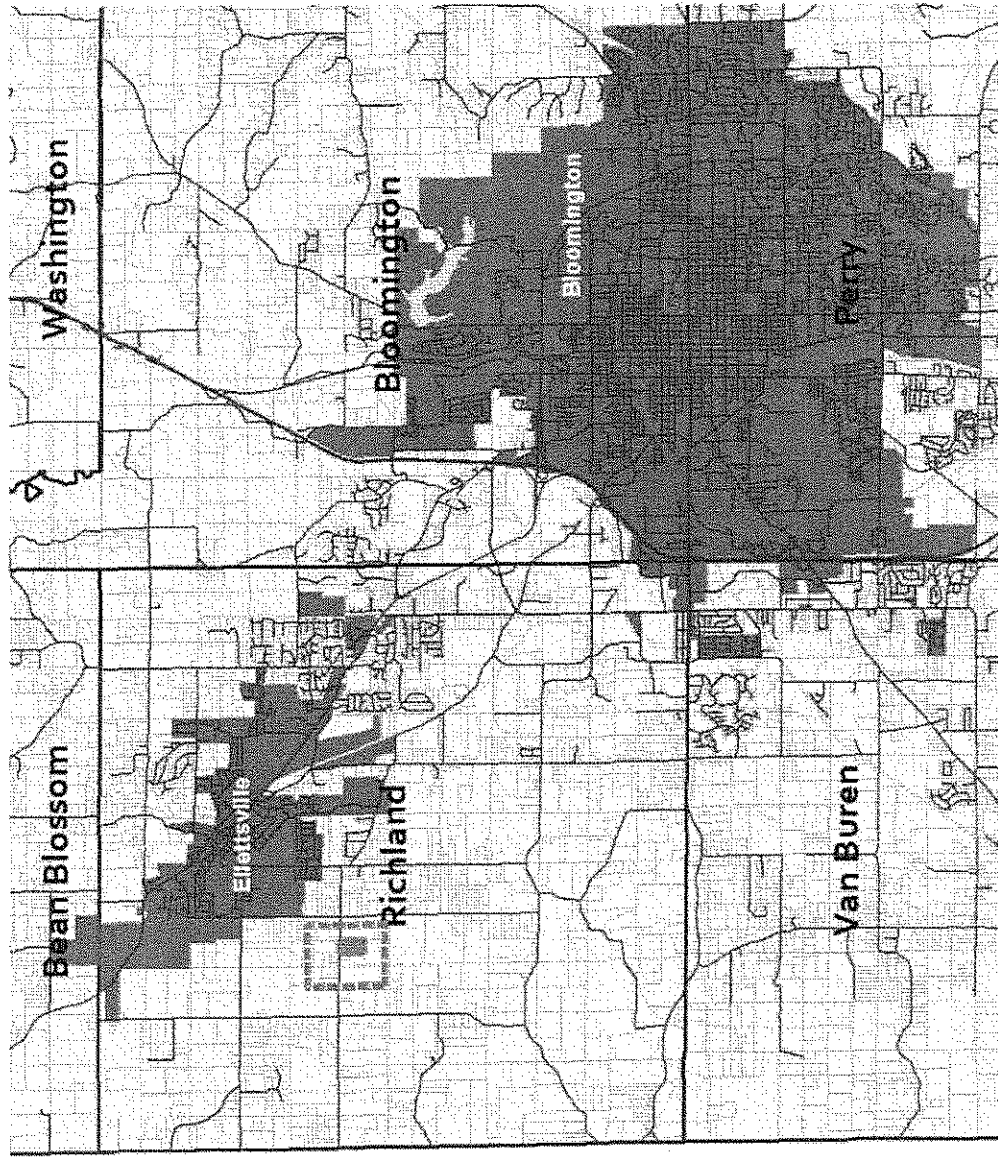
At this time, the Highway Department has been consulted as to the impact on county roads of such a facility. The highway director specified that no traffic study was warranted by this proposal as events will be on the weekends, during non-peak hours, and with relatively low increase in traffic volumes. The facility has a maximum occupancy of 300, with average event size at 150 people and an approximate maximum of 14-16 caterers at an event. There will be no employees at Magnolia Farms, just the property owners. Caterers and other businesses will be contracted for events.

LOCATION MAP

The site is located at 7935 W. Ratliff Road in Richland, Section 16. Petitioners own the 18 acres at 7935 W. Ratliff as well as the 40 acres south and adjacent to the petition property. The area is just south and west of Ellettsville. The site is 8.8 miles from central Bloomington, measured from the Courthouse square and 2.6 miles to downtown Ellettsville.

Site Location: 7935 W. Ratliff Road

1404-PUO-02



Created by Monroe County
Planning Department
Data: Monroe County GIS
2014

ZONING MAP

The site is zoned Agriculture / Rural Reserve (AG/RR). The site is not within the Environmental Constraint Overlay. Surrounding properties are also zoned AG/RR as well as Estate Residential (ER). Most properties are used for residential or agricultural purposes. There is one PUD to the east listed as Carrie's Little Angels Daycare Center 0012-PUO-04; after a site visit, it is clear the daycare is still in operation. To the northeast is the jurisdictional boundary for Ellettsville, where the use is primarily residential property and there is greater residential density than immediately surrounding the petitioner's property. The property zoned Institutional/Public (IP) is owned by Hoosier Energy REC Inc and contains a wireless cell tower.

***Agriculture/Rural Reserve (AG/RR) District.** The character of the Agriculture/Rural Reserve (AG/RR) District is defined as that which is primarily intended for agriculture uses including, but not limited to, row crop or livestock production, forages, pasture, forestry, single family residential uses associated with agriculture uses and limited, very low density, rural non-farm related single family uses and not in (major) subdivisions. Its purposes are to encourage the continuation of agriculture uses, along with the associated single family residential uses, to discourage the development of residential subdivisions and non-farm-related nonresidential uses, to protect the environmentally sensitive areas, such as floodplain and steep slopes, and to maintain the character of the surrounding neighborhood. Therefore, the number of uses permitted in the AG/RR District is limited.*

Some uses are conditionally permitted. The conditions placed on these uses are to insure their compatibility with the agriculture-related uses. The development of new non-farm residential activities proximate to known mineral resource deposits or extraction operations may be buffered by increased setback distance.

For an event facility, the closest definitions in Chapter 802 are Caterer; Club or Lodge; Parks and Recreational Services; and Restaurant, which are permitted in LB and GB districts. Caterer is defined as follows:

***Caterer.** A place of business whose employees provide food and service for various functions, such as banquets, private parties, weddings, and so forth.*

***Club or Lodge.** A use providing meeting, recreational or social facilities for a private or nonprofit association, primarily for use by members and guests.*

***Park and Recreational Services.** Publicly- and privately-owned and operated parks, playgrounds, recreational facilities and open spaces.*

***Restaurant.** An establishment engaged in the retail sale of prepared food and drinks for consumption on the premises or for carry-out.*

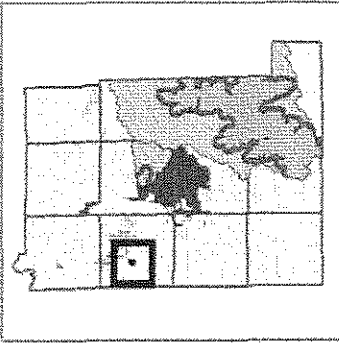
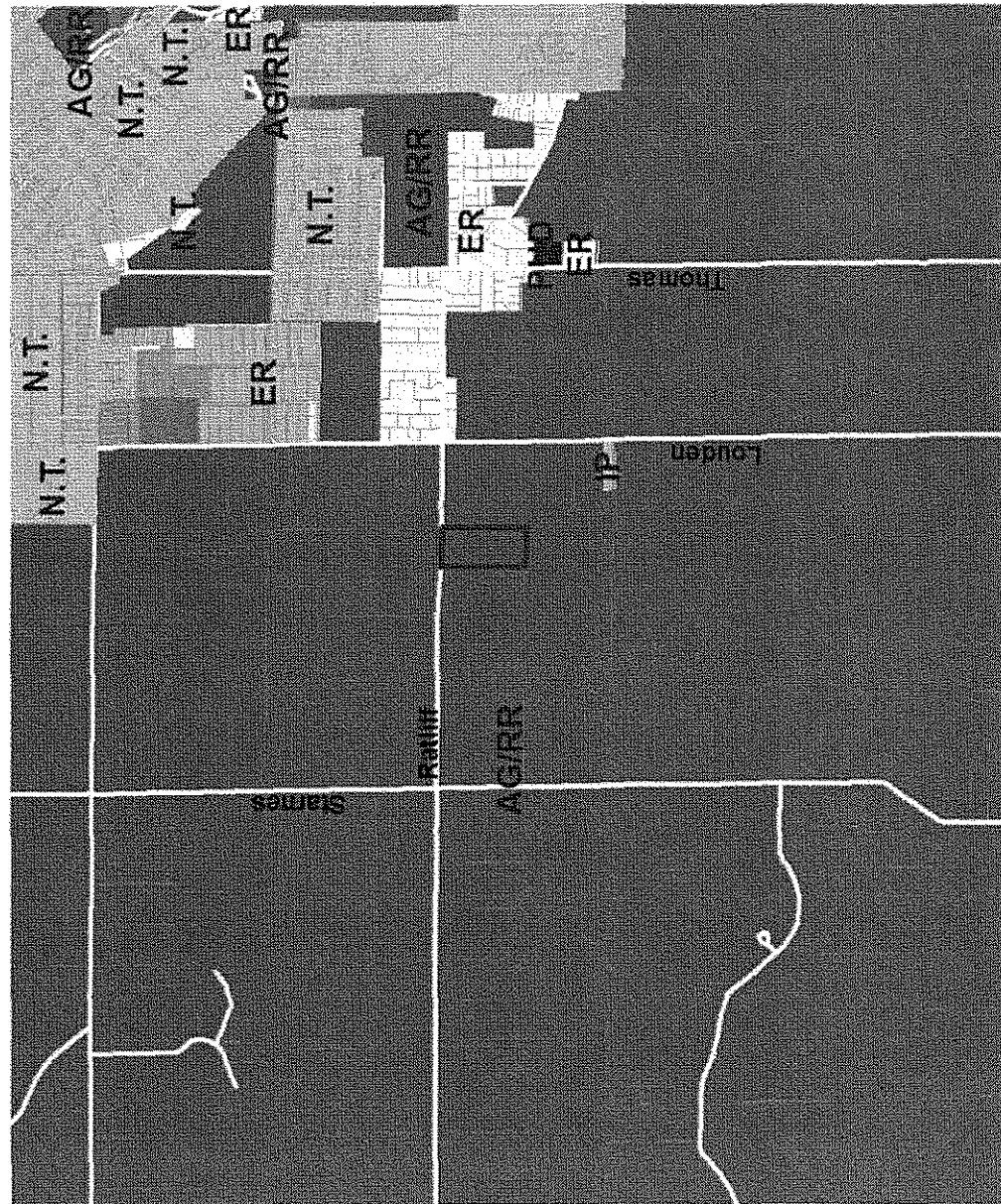
Currently, there is one home on the property. According to the proposed Outline Plan phasing, the petitioners propose to construct another single family residence on the property within the next 1 to 10 years. The current zoning district, AG/RR encourages the continuation of agriculture uses along with associated single family residential uses. The PUD proposes to continue the residential uses alongside a working farm and event facility.

Agritourism:

Agritourism is not discussed in the Comprehensive Plan or Zoning Ordinance, but it is being discussed by the Ordinance Review Committee and Plan Commission as an opportunity for agricultural lands in Monroe County. Agritourism would add to the permitted uses in agricultural areas. An events facility could fall under the category of agritourism. However, at this time, no such mix of uses is permitted within the zoning ordinance.

Current Zoning: 7935 W. Ratliff Road

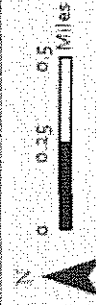
1404-PUO-01



☐ Petitioner
☐ Parcels

Monroe County Zoning

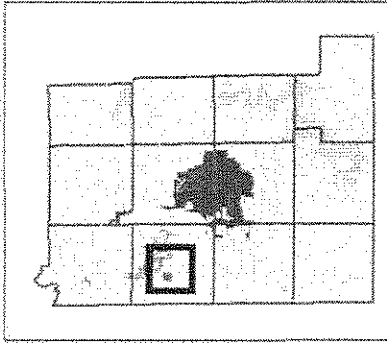
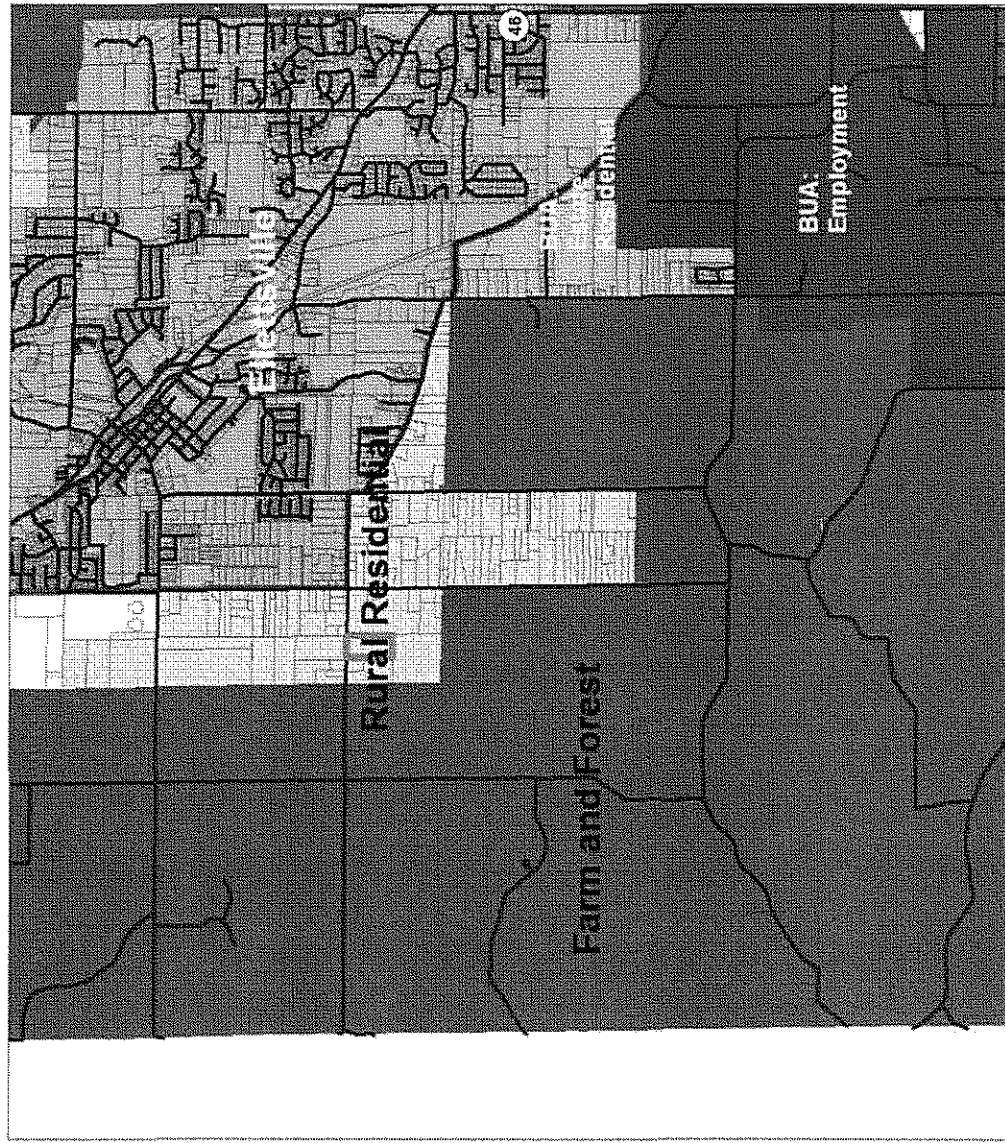
AG/RR	IG	RDWY
AP	IL	RE1
BP	IP	RE1.5
CA	LB	REC
CG	LI	RM1.5
CL	LR	RM7
CR	ME	RS1
ER	MR	RS3.5
FR	N.T.	RS3.5/PRO6
GB	PB	RS4.5
HI	PUD	SR
HPO	UR	WA
HR		



Monroe County Planning Department | 1404-PUO-01

Future Land Use Plan: 7935 W. Ratliff Road

1404-PUO-01



- Petitioner
- Roads
- Parcels
- Designation:
 - Farm and Forest
 - Managed Lands
 - Rural Residential
 - Designated Communities
 - Employment
 - Estate Residential

0 0.25 0.5 1 Miles

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Planning Department
Data: Monroe County GIS
2014



Recommended Land Use Plan from the Monroe County Comprehensive Plan

COMPREHENSIVE PLAN

This site is within the Rural Residential Comprehensive Plan designation. In the surrounding area, properties are designated as Farm and Forest, the Ellettsville Rural Community, and the Bloomington Urbanizing Area. The Rural Residential designation is described as follows in the Comprehensive Plan:

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.

The Comprehensive Plan outlines goals and strategies that pertain to Economic Development and Residential Development. Within the Economic Development goal, the following strategy relates to this proposed development:

- h) Create an agricultural overlay district that encourages sustainable agricultural-related business; (pg. 62)*
- k) Further enhance opportunities for small business by enhancing home-based business and home occupation zoning ordinance language for further flexibility;*

o) Establish the use districts and the environmental preservation requirements necessary to preserve the County's existing tourism and cultural assets;

p) Establish the use provisions necessary to accommodate art, agricultural, and other forms of tourist attractions;

The following residential development strategies relate to the proposed PUD:

a. Protect the existing character of designated rural and urban areas within the County by keeping rural areas rural in character while encouraging urban densities and services in Designated Communities that serve to meet capacity requirements within the planning horizon of this Comprehensive Plan; (pg. 63 - 64)

b. Enhance the existing character of urban and rural areas of the County by protecting existing investment and lifestyle choices;

u. Strive to preserve the rural character and minimize the visual impact of large-scale development. Maximize the amount of natural vegetation preserved on each site;

v. Encourage the practice of developing a design that fits the site rather than manipulating a site to fit the design in order to minimize the amount of land disturbance;

SITE CONDITIONS

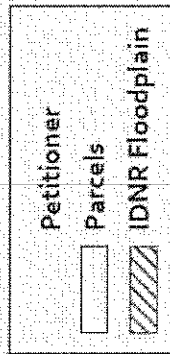
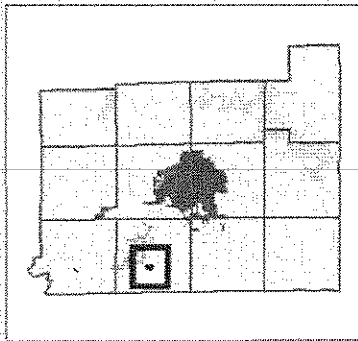
The site contains 18 acres. The northwest corner of the property contains floodplain. The floodplain also crosses Ratliff Road twice—west and east of the property. The property has an agricultural field along the northeast, eastern, and southwestern sides. The other areas of the property are wooded.

There is some elevation change on the property as seen in the slope map. There is one section with closed contours that is marked as a pond. The site is on septic. The existing home is on septic. The proposed Event Barn would utilize a commercial grade septic system. The proposed single family home for Use District One would utilize its own septic system as well. The property does not currently utilize sewer. Prominence Pointe, a subdivision one mile (measured in roadway distance) to the north east is served by Ellettsville Utilities Sewer. Ellettsville Utilities works with property owners to install sewer mains and utilizes low-pressure pumps for individual properties to connect with the sewer main as opposed to gravity sewer. Currently, there is no sewer main along Ratliff Road. Ratliff Road is classified as a Local Road in the thoroughfare plan.

One sinkhole has been identified on the Site Plan adjacent to the existing home. Petitioners do not believe there are other sinkholes on the property. However, further identification of sinkholes could be required with the development plan phase.

Site Conditions: 7935 W. Ratliff Road

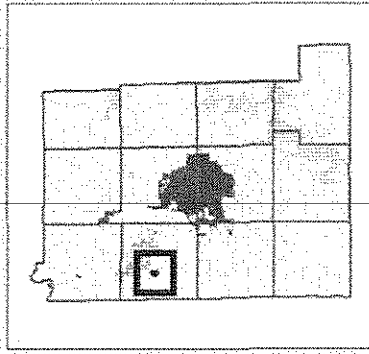
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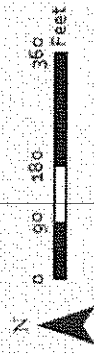
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Planning Department
Data: Monroe County GIS
2014

Site Conditions: 7935 W. Ratliff Road

1404-PUO-01

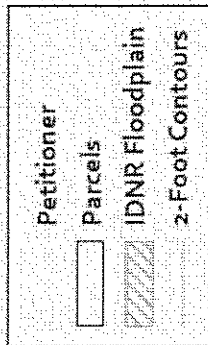
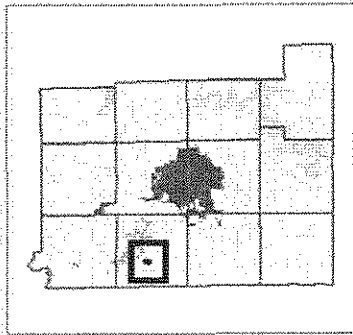
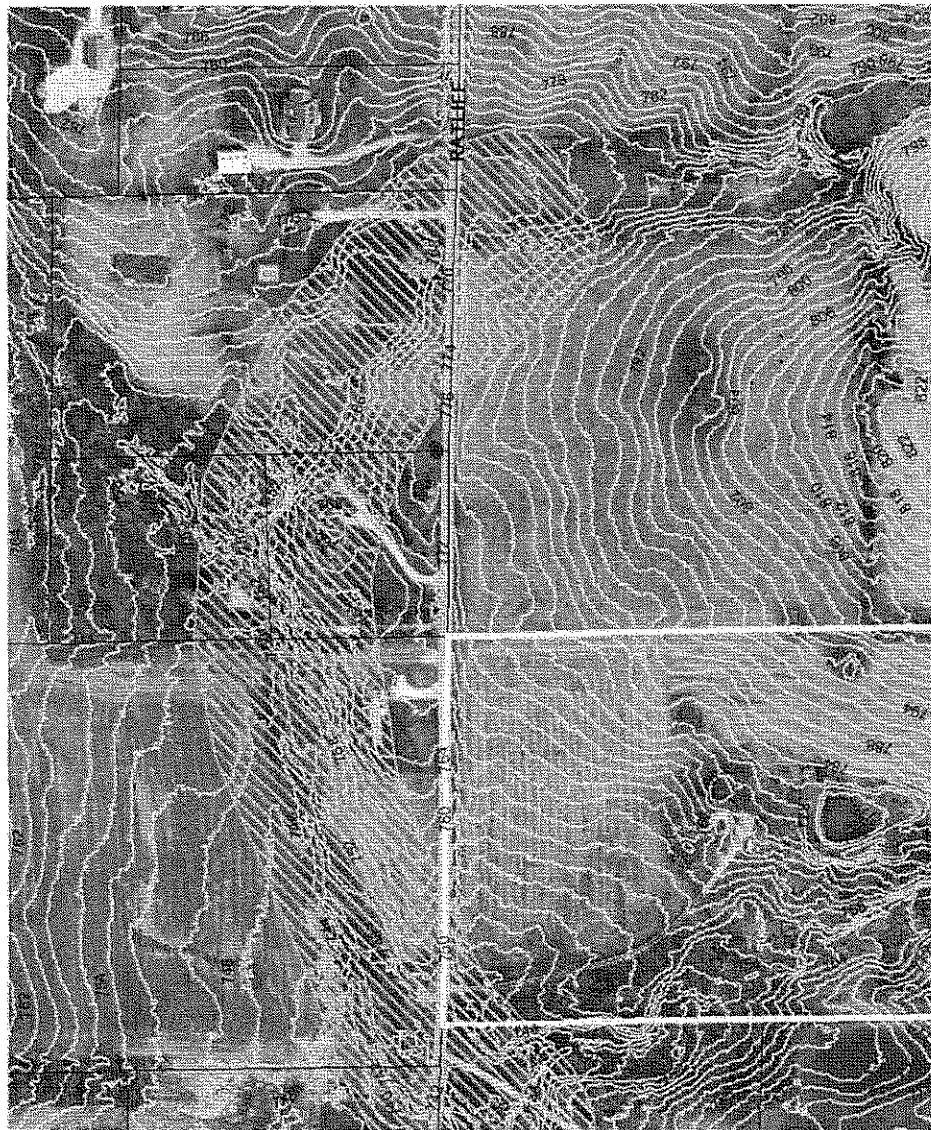


Petitioner
Parcels
IDNR Floodplain
2-Foot Contours



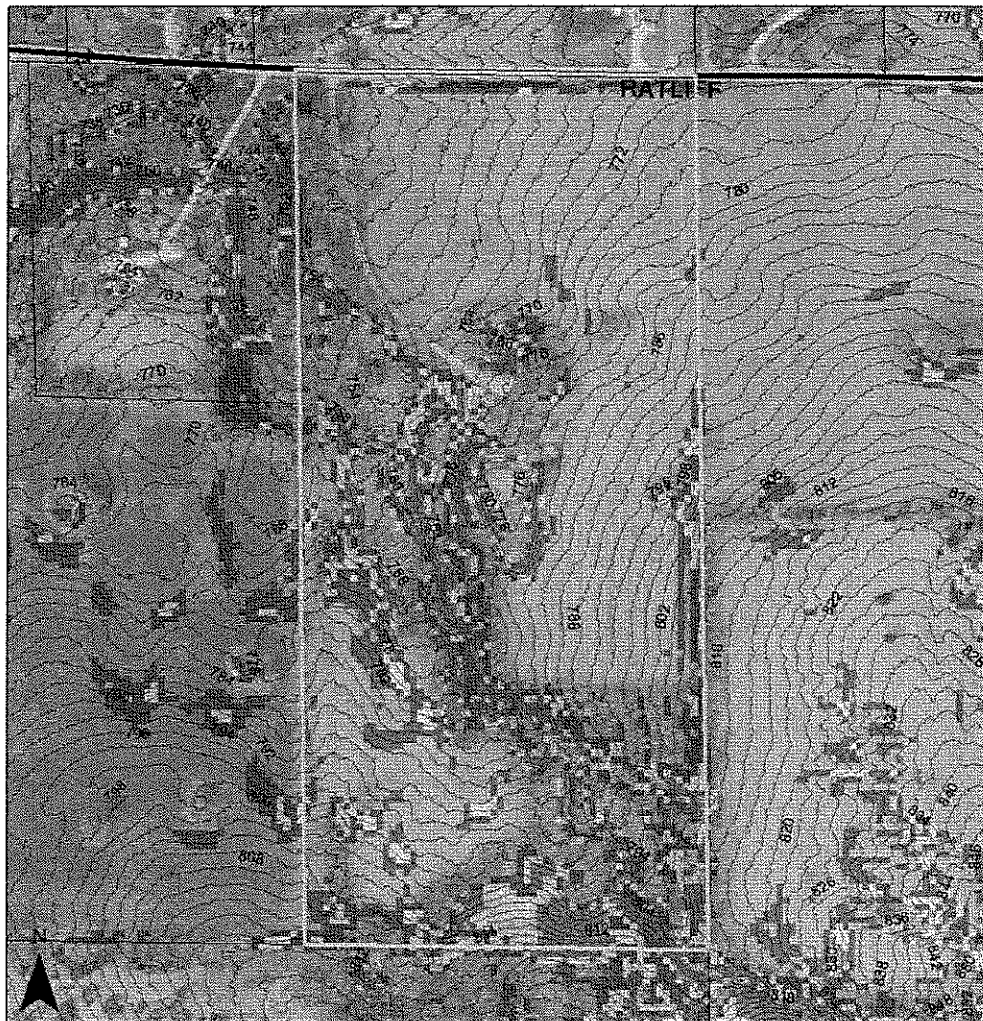
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Planning Department
Data: Monroe County GIS
3/24/14

Site Conditions: 7935 W. Ratliff Road 1404-PUO-01



Created by Monroe County
Planning Department
Data: Monroe County GIS
2014





Percent Slope 7935 W. Ratliff Road

- | | |
|---------------------|------------------|
| — Roads | 0 - 12 % slope |
| □ Parcels | 12 - 15 % slope |
| --- 2 Foot Contours | 15 - 18 % slope |
| | 18 - 100 % slope |
| | Lakes |

0 87.5 175 350 525 Feet

All GIS and electronic database materials, and any services which may be provided related thereto, are provided "as-is" without any warranty of any kind, and all warranties of merchantability and fitness for a particular purpose are hereby disclaimed. In no event shall Monroe County be liable to the recipient or any other party for damages arising out of the use or inability to use these materials. This agreement shall be governed by the law of Indiana, where any litigation arising hereunder shall take place. The agreement is the complete and exclusive statement of the agreement between the parties and may be modified only by a written agreement.

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April 2014 | Data Source: Monroe County GIS



Image One: aerial view of property, house and Ratliff Road;



Image Two: aerial view of the back half of the lot with a view of the pond and house;



Image three: view from Ratliff Road with existing driveway;



Image four: Northeast corner of property, looking south along eastern property line and proposed drive;



Image five: Approximately the proposed event barn site; facing east



Image six: facing east in proposed event barn area;



Image seven: facing north, taken from the same point as Image Six;



Image eight: Existing pond on property;

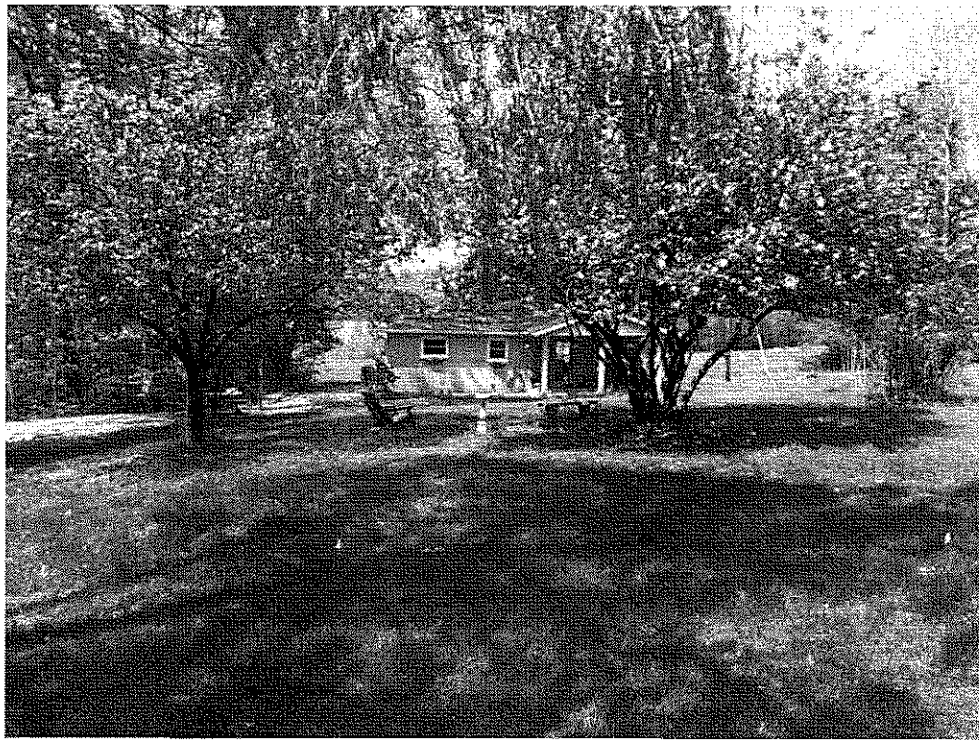


Image nine: existing house on property; facing north;



Image ten: Existing chicken coop on property;

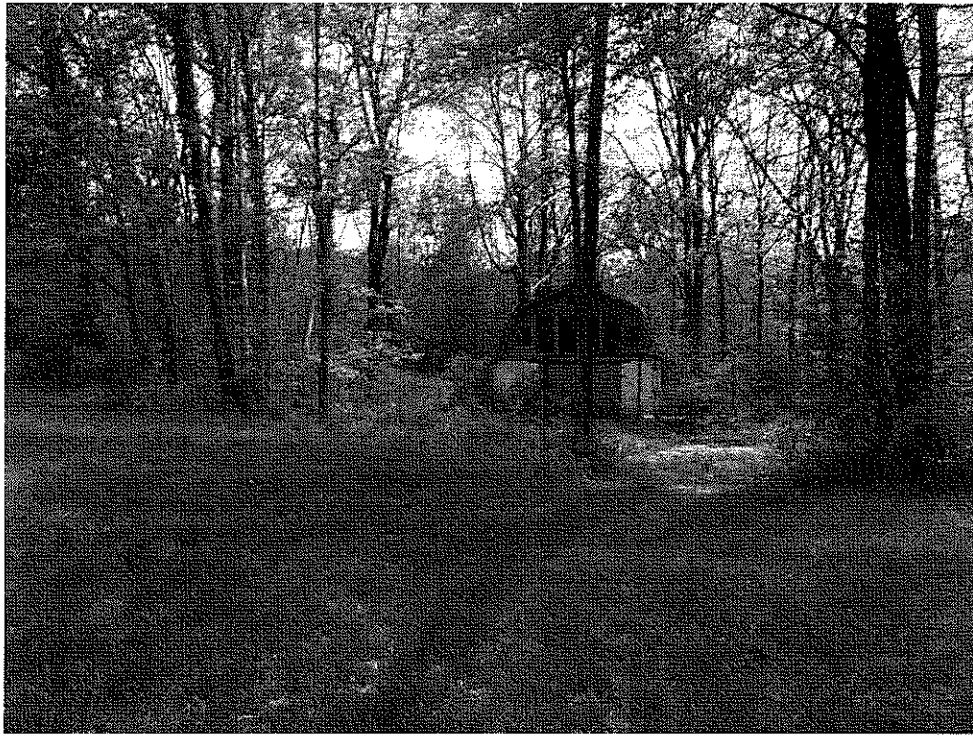


Image eleven: Existing barn on property; taken from the existing driveway, facing south;



Image twelve: from existing driveway, facing west;

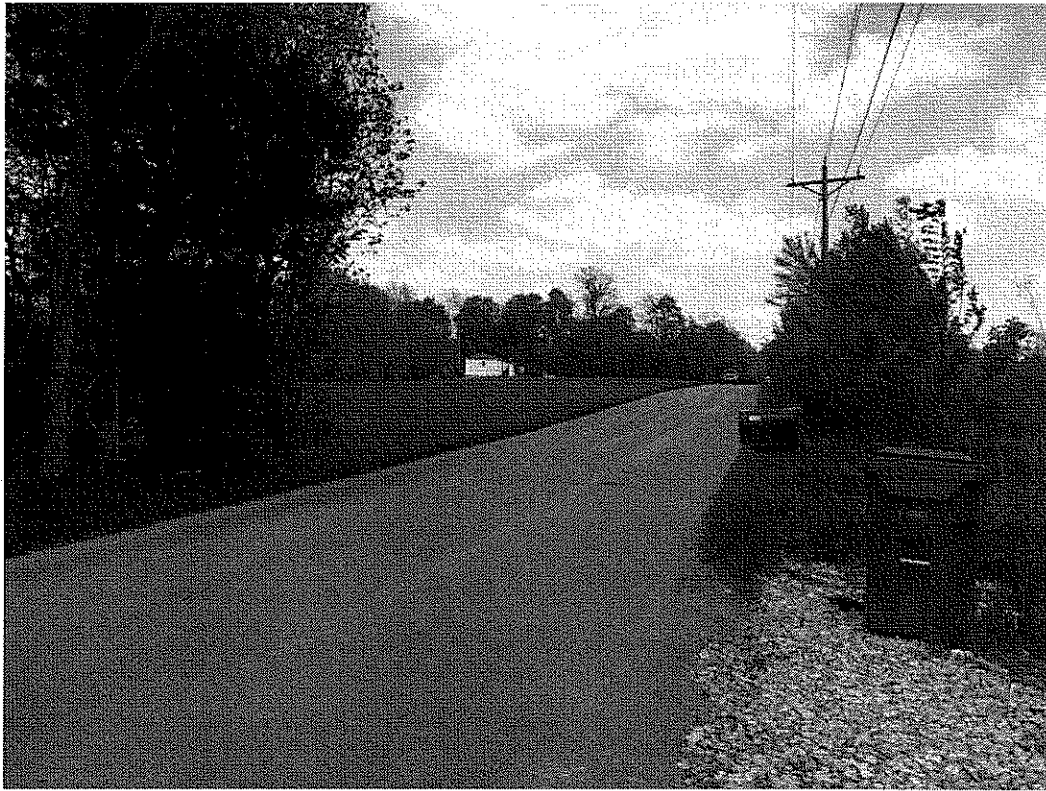


Image thirteen: from the existing driveway, facing east;



Image fourteen: from existing driveway looking across the property, facing southeast;



Image fifteen: Existing driveway; facing south;



Image sixteen: from proposed driveway, facing west;

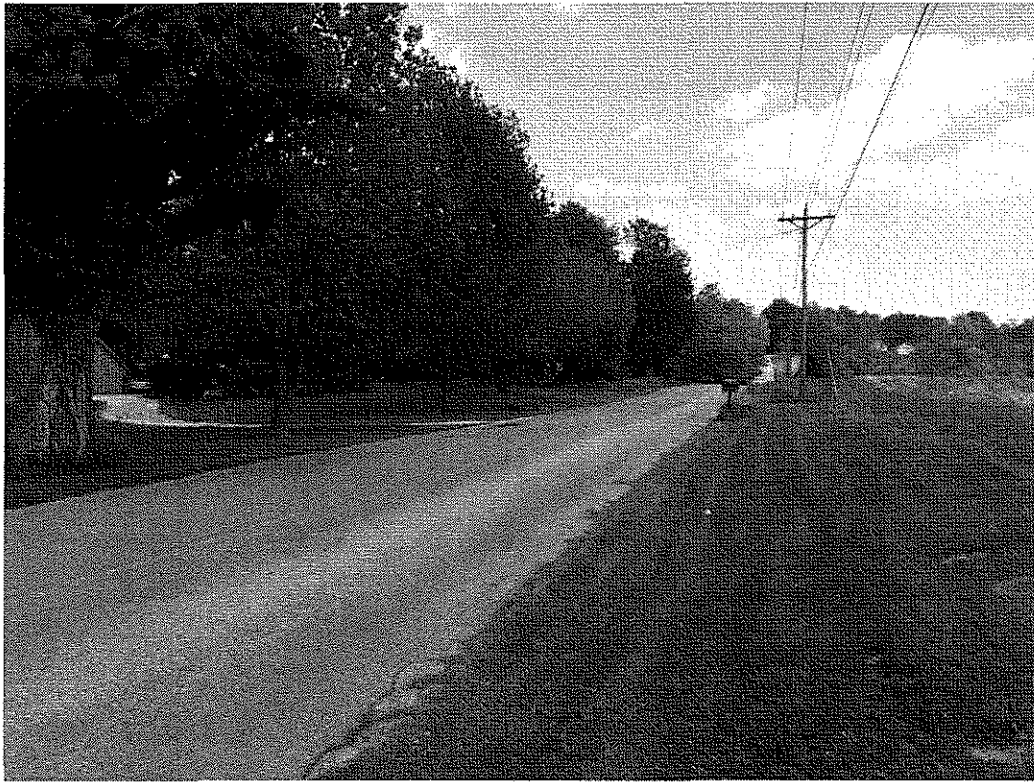


Image seventeen: from proposed driveway, facing east;

FINDINGS OF FACT - REZONE

PUD REVIEW CONSIDERATIONS

Section 811-6 (A) of the Monroe County Zoning Ordinance states: "The Plan Commission shall consider as many of the following as may be relevant to the specific proposal:

(a) The extent to which the Planned Unit Development meets the purposes of the Zoning Ordinance, the Comprehensive Plan, and any other adopted planning objectives of the County.

Findings:

- The current zoning is Agriculture/Rural Reserve as defined by Chapter 802 of the Monroe County Zoning Ordinance;
- AG/RR zoning encourages rural residential housing and agricultural uses;
- The PUD proposes to host events in a rural setting;
- The PUD will contain an event barn, two houses, open space, and maintain a farm;
- The PUD includes 4.5 acres of Open Space, which meets the requirements for 25 percent dedicated open space in a PUD;
- The Monroe County Comprehensive Plan designates the property as Rural Residential;
- The Monroe County Comprehensive Plan encourages economic development and tourism;
- The proposal will follow the requirements of Chapter 830, Landscaping with the exception of buffering the event facility from other uses on the property;
- The proposal utilizes the uses from Chapter 802, AG/RR uses and adds two uses: Event Barn and permanent Farm Stand;

(b) The extent to which the proposal departs from zoning and subdivision regulations such as density, dimension, bulk, use, required improvements, and construction and design standards.

Findings:

- The proposal departs from the zoning ordinance by adding two uses not included in the ordinance: event barn and permanent farm stand;
- The proposal includes multiple principal uses for one lot which are separated into use districts;
- PUD will meet all county landscaping requirements with the exception of buffering the event facility within the property, as noted on the Site Plan; PUD may provide additional landscaping beyond the requirements;
- The proposal requests to not follow the paving requirements of Chapter 806;
- The proposal plans to utilize required setbacks for AG/RR;

(c) The extent to which the PUD meets the purposes of this Zoning Ordinance, the Comprehensive Plan, and other planning objectives. Specific benefits shall be

enumerated.

Findings:

- The current zoning is Agriculture/Rural Reserve as defined by Chapter 802 of the Monroe County Zoning Ordinance;
- AG/RR zoning encourages rural residential housing and agricultural uses;
- The PUD proposes to host events in a rural setting;
- The PUD proposes to contribute to the rural and agricultural aesthetic;
- The PUD proposes to support a hobby farm on the property;
- The PUD will contain an event barn, two houses, open space, and maintain a farm;
- The PUD includes 4.5 acres of Open Space, which meets the requirements for 25 percent dedicated open space in a PUD;
- The Monroe County Comprehensive Plan designates the property as Rural Residential;
- The proposal meets the purposes of the Monroe County Comprehensive Plan, specifically those that encourage economic development and tourism including strategies that aim to *“Establish the use provisions necessary to accommodate art, agricultural, and other forms of tourist attractions”*;
- The Monroe County Comprehensive Plan outlines a residential development strategy to *“Protect the existing character of designated rural and urban areas within the County by keeping rural areas rural in character while encouraging urban densities and services in Designated Communities that serve to meet capacity requirements within the planning horizon of this Comprehensive Plan;”*
- The PUD treats the 18-acre as one property as opposed to subdividing into the approximately 7 parcels under the AG/RR zoning, which meets the purposes of the Comprehensive Plan’s strategy to *“strive to preserve the rural character and minimize the visual impact of large-scale development. Maximize the amount of natural vegetation preserved on each site”*;
- By designing the PUD to fit the parameters of the site, the PUD meets the purposes of the Comprehensive Plan’s strategy to *“Encourage the practice of developing a design that fits the site rather than manipulating a site to fit the design in order to minimize the amount of land disturbance;”*

(d) The physical design and the extent to which it makes adequate provision for public services, provides adequate control over vehicular traffic, provides for and protects common open space, and furthers the amenities of light, air, recreation and visual enjoyment.

Findings:

- **Access:** Access is from Ratliff Road; the driveway is proposed for the eastern edge of the property and accesses two parking lots; petitioner has applied for a commercial driveway permit from the Highway Department (Highway report available at meeting); Highway Director reviewed petitions and did not require a traffic analysis of the site based on the off-peak hours and relatively low traffic volume.
- **Septic:** The PUD will acquire a commercial grade septic permit to accommodate the

proposed barn with maximum occupancy of 300 people. The proposed septic field is noted on the Site Plan; the closest sewer connection is one mile and provided by Ellettsville Utilities to the Prominence Pointe residential subdivision;

- **Storm water:** The PUD will follow the landscape requirements and provide bio-retention plantings for all run off from parking lots; the drainage engineer will review the proposal at the Development Plan phase;
- The PUD will maintain a minimum of 4.5 acres natural or landscaped open space, which meets the PUD requirement for 25 percent Open Space and is noted on the Use District Plan;
- The PUD is designed to promote a rural aesthetic to be consistent with surrounding rural character with minimal tree removal and the proposed plan will maintain the existing trees on the property and those along the eastern property line to maintain a natural buffer with the adjacent property;

(e) The relationship and compatibility of the proposal to the adjacent properties and neighborhoods, and whether the proposal would substantially interfere with the use of or diminish the value of adjacent properties and neighborhoods.

Findings:

- All surrounding properties are agricultural and/or residential in nature; the closest home to the proposed event facility location is over 900 feet to the north;
- The proposed use of an event facility is inconsistent with surrounding properties;
- The proposed uses of residential and agriculture are consistent with surrounding properties;
- The proposed use of event facility plans to maintain the rural aesthetic of the surrounding area;
- The event facility will maintain existing wooded area to the south as open space to provide visual screening and buffering of the use;
- Perimeter parking landscaping and/or bio-retention landscaping will be required along the eastern property line between the Event Barn Use and the adjacent property to mitigate the parking lot run off;
- The event facility is required to follow the County Noise Ordinance;
- The proposed use of event facility is consistent with agritourism in other regions;
- Property values are difficult to predict;

(f) The desirability of the proposal to the County's physical development, tax base, and economic well-being.

Findings:

- See findings under (a) – (e) above;
- The PUD is consistent with the concepts of agritourism and capitalizes on the rural character and rural aesthetic of Monroe County;
- The PUD includes agricultural uses and a hobby farm (definition included in Outline Plan);

- The PUD is consistent with several of the economic development and residential development strategies listed in the Comprehensive Plan (see findings under c);
- The PUD will work with caterers, florists, and other local companies for events;
- Commercial and mixed-use properties tend to have higher assessed values;

(g) The proposal will not cause undue traffic congestion and can be adequately served by existing or programmed public facilities and services.

Findings:

- The Highway Director has been consulted as to the impact on county roads and in regards to the safety of the intersection of Ratliff and Loudon Roads;
- The Highway Director did not require a traffic study;
- The event cap at 225 people with 3 people per car would result in 75 trips to the facility once or twice per week during non-peak hours;
- The nearest fire department and sheriff's department still need to be contacted;
- The Event Barn will be constructed to commercial building standards;

(h) The proposal preserves significant ecological, natural, historical and architectural resources to the extent possible.

Findings:

- A The PUD will maintain a minimum of 4.5 acres natural or landscaped open space, which meets the PUD requirement for 25 percent Open Space and is noted on the Use District Plan;
- One sinkhole has been identified on the property and is noted on the site plan;
- The PUD aims to meet the rural aesthetic and natural beauty of the area;
- The PUD design aims to preserve the existing wooded areas on the property by minimizes disturbance to the existing wooded areas, not permitting development adjacent to the sink hole, and
- There is floodplain (Zone A Flood Hazard Area, hydraulic analyses have not been performed) on the northwest corner of the property and along Ratliff Road;
- There is one pond on the property that will remain;
- No buildings are proposed to be demolished;

(i) The proposed development is an effective and unified treatment of the development possibilities on the site.

Findings:

- The proposed design of the development is consistent with the existing character of the area;
- The project includes a barn for events, parking, an outdoor events space, landscaping, a home for the property owners, and a tourist home/cabin the future;
- The proposal aims to accommodate existing natural features on the property;

- If the property was able to be subdivided under current standards (not accounting for streets), approximately 7 residential lots could be created;
- See findings under sections a-h above.

Magnolia Farm

Outline Plan

Herndon Design

7/8/2014

Magnolia Farm

The vision of Magnolia Farm is to create a place that contributes to the economic well being of Monroe County while displaying a strong reverence and regard for the surrounding agricultural based, rural environment. Magnolia Farm hopes to encourage an appreciation for the traditional rural character of Monroe County by providing the opportunity for guests to visit and experience firsthand, though small, an otherwise active and productive authentic farm setting. The current district designation for the property at 7935 W. Ratliff Rd. is Agriculture/Rural Reserve (AG/RR). As stated within the County Ordinances, the character of the Agriculture/Rural Reserve (AG/RR) District is defined as that which is primarily intended for agriculture uses including, but not limited to, row crop or livestock production, forages, pasture, forestry, single family residential uses associated with agriculture uses, as well as, limited very low density, rural non-farm related single family use. The PUD will establish multiple primary uses for the 18 acre property, Residential / Single Family Residence, Home Based Business, Event Barn, Agricultural Hobby Farm with the complementary uses of Agricultural Uses Land Animal Related and Non-animal Related and Tourist Home / Cabin, as well as associated accessory uses.

The flexibility these uses provide increase the property owners' opportunities for success by allowing a wider variety of options in their efforts to establish an authentic agricultural backdrop for the events that will take place on the site. Magnolia Farm hopes to set a precedent for an agritourism based, family run business model that preserves and respects the character of rural Monroe County. Agritourism as defined by the Indiana General Assembly: "...an activity at an agricultural, horticultural, or agribusiness operation where the general public is allowed or invited to participate in, view, or enjoy the activities for recreational, entertainment, or educational purposes."

Magnolia farm plans to operate 12 months a year but with the vast majority of events occurring within the 'season' April to October. Events will primarily be weddings, with some additional family reunions, church gatherings and corporate events; typically scheduled during Saturdays, with an anticipated 20-35 events per year. These events will have a typical event attendance of 150 or less and establish a maximum event attendance of 225 including staff.

Magnolia Farm, as needed, will utilize the TSA permitting process which will grant a temporary allowance for events that may exceed the limit of 225 attendees as stated within the formal text of the PUD. This size of event will be atypical, though a possibility that needs to be provided for.

Parking: Refer to Site Plan S1

Magnolia Farm, with a maximum Building occupancy of approximately 300 guests, will host events with a typical event attendance of 150 or less and establish a maximum event attendance of 225. Based on the parking requirements for an amphitheater, club or lodge listed in table 6-1, chapter 806 of the zoning ordinance, 1 space per every 4 occupants is required. There will be a primary parking area for 38 vehicles with an additional 37 spaces provided for in an overflow area bringing the total to 75. For an event at the maximum attendance number this will provide 1 space for every 3 and a ratio of 1 space for every 2 attendants or less for smaller more typical events.

The new drive and parking areas will be unpaved gravel adhering to the rural farm aesthetic Magnolia Farm is trying to establish. A paved ADA parking area will be created directly East of the Event Barn.

Traffic:

Magnolia Farms is located at 7935 W. Ratliff Rd. Traffic for Magnolia Farm is anticipated during non-peak times, as most all events will take place during the weekends with the majority taking place during the summer months.

The traffic volume created by Magnolia Farm during these times would create much less wear and tear than what is created by traffic from the primary and intermediate schools, located one mile North at 7600 W. Reeves Rd (the corner of Reeves and Loudon Roads).

Visitors to Magnolia Farm will likely take similar routes as those traveling to the school, including HWY 46, Reeves Road and Loudon Road, to arrive at the farm. Therefore, these roads are maintained in a manner, which is deemed safe and appropriate for area children and school buses . These schools have an estimated 1100 students in addition to staff on approximately 50% of the calendar days (180 days). The Farm anticipates having events on less than 10% of the yearly calendar days with 150-225 guests.

Landscape: Refer to Site Plan S1

In adherence to one of its core concepts, Magnolia Farm will strive to maintain and preserve the natural beauty of the property at 7935 W. Ratliff Rd.. Only where necessary as required by the event barn's development plan will the existing vegetation be disturbed. There has been an effort to site the newly planned structures and parking areas within existing clearings to minimize the removal of trees and only where necessary will this occur. To achieve the 25 percent permanent open space requirement 4.5 acres will be dedicated as a permanent undisturbed area. As indicated on the site plans, this Zone (Use District 5) will have access points that pass through it so as not to isolate the Southwest corner of the site which has been identified as the location for a future single family house(Use District 1 - refer to site plan) These proposed paths are yet to be defined but their approximate location, including the possible future extension of the existing driveway, are indicated on Site Plan S1. Their presence will not reduce the required 4.5 acre requirement.

Magnolia Farm will utilize the existing preserved vegetation to meet, wherever possible, it's minimum landscaping requirements. This is consistent with establishing a traditional rural farm aesthetic rather than a more urban commercial aesthetic that the ordinance landscape standards dictate.

Magnolia Farm will not be required to create bufferyards along the edges of it's own adjoining Use Districts of differing intensities. Similar intensity levels exist between Magnolia Farm Use District 2 and the adjacent parcel to the East, therefore no bufferyard will be required along the East Property line as stated within Ch. 830 of the county Ordinances, Table 30-1 and 30-2. The established tree line along the properties' edge, however, will be nurtured to serve as a natural light and sound buffer to the adjacent property. This swath of existing woodland along the eastern property line will also be utilized to meet the parking area's eastern edge perimeter landscape requirements. Parking area perimeter landscaping will, wherever possible, be met with existing vegetation and only where needed, trees, plantings, and grasses appropriate to the farm aesthetic will be used. This sentiment is expressed within Monroe County's Comprehensive Plan, section 6.2. where the stated goal is to "Protect the character of designated rural and urban areas within the county by keeping rural areas rural in character and urban areas urban in character".

Only low level ground lighting will be used at the parking areas and drive to further minimize any lighting disturbance.

Upon a review of the available topographic information as well as a visual inspection of the 18 acre tract, there is a single karst feature located near the existing house to the Northwest. (refer to site plan)

Signage:

Magnolia Farm will adhere to signage requirements for a commercial property as allowed within the Zoning ordinance Ch. 807.

Ownership:

Brandon Powell and Hannah Powell are the current owners of the 18 acre parcel as well as the adjacent 40 acre parcel to the South. There is the future tentative possibility of dividing the 18 acres; separating the 3.95 acres of Use District #2 and the eastern edge of Use District #3 from the rest of the 18 acre parcel. This would include the Event Barn and access drive form Ratliff Road. Currently, however, there are no definitive plans to do so.

Phasing and Development:

1 - 18 months after approval: Use District #2 development - Event Barn, drive, primary parking and required landscaping.

6 months - 5 years: secondary parking.

1 year - 10 years: Use District 1 development - future home site.

PUD Primary Uses / Use Districts: Refer to Use District Map Sheet A2

Use District 1 - Residential / Single Family Home, Home Based Business.

Use District 2 - Event Barn, Residential / Single Family Home, Agricultural Hobby Farm, Agricultural Uses - Land Animal Related, Temporary Seasonal Activity.

Use District 3 - Agricultural Hobby Farm, Agricultural Uses - Non-animal Related, Agricultural Uses - Land Animal Related.

Use District 4 - Residential / Single Family Home, Tourist Home Cabin, Home Based Business.

Use District 5 - Permanent Open Space.

Primary Use definitions:

RESIDENTIAL / SINGLE FAMILY HOME - Use District 1, Use District 2, Use District 4

A free-standing residential building occupied by just one household or family, and consisting of just one dwelling unit or suite. The centrally located existing 2 bedroom residence will serve this role initially until a new single family home is built on the 18 acre parcel within the south west quadrant. The new residence will be designed within a traditional arts and crafts style and be

consistent with the other aesthetic goals of creating a traditional rural setting for the owners and their family-run business. It will be a 3-4 bedroom home of approximately 2000 - 5000 sf. (refer to character images)

The Existing House will be converted upon completion of the new house into a rental property or a Tourist Home Cabin. (refer to Use District 4)

In the event that the Magnolia Farm business model proposed becomes unsustainable the new barn building could be converted into an owner occupied residence in lieu of the construction of a new residence as stated above within the back Southwest quadrant of the 18 acre parcel.

Accessory uses: Home Based Business, Home Occupation -

Brandon and Hannah Powell as they undertake the task of building a successful home-based business will be required to perform business and commercial tasks from their primary residence, many of the tasks unforeseen. The Event Barn as well as the Agricultural and small scale retail demands of the Hobby Farm will require certain scheduling, bookkeeping, billing and production work to take place at home.

EVENT BARN - Use District 2

An Event Barn is a family owned and operated leasable event facility that provides a natural, rural backdrop for weddings and special events. The barn will dually serve, as well, as a support structure for the activities of one of the properties' other primary functions - a workable and profitable family run Hobby Farm.

It's primary role will be to provide a leasable venue for people who want a traditional, rural, picturesque and hopefully unforgettable backdrop for their special event. The barn will be of a traditional vernacular architecture closely tied to familiar structures that those of us who grew in central and southern Indiana are accustomed to seeing. Most likely taking a gambrel roof form. It will have a footprint of approximately 3200 sf and be of a height of approximately 35 ft. when completed. (refer to character images)

The barn building will have a maximum building occupancy of approximately 300 guests, but will typically house events with an attendance of 150 or less with a maximum event attendance of 225. When there is a need to host events that may exceed the stated number of 225 Magnolia Farm will utilize Temporary Seasonal Activity permits (TSA's) to provide for this rare circumstance.

The Barn and adjacent areas surrounding it will at times serve as a back drop for the selling of agricultural products generated from the farm itself. (see Agricultural Uses, Non-animal Related, Agricultural Uses, Land Animal Related)

TOURIST HOME / CABIN - Use District 3

Ch. 802 -5 D4 - A building, or portion thereof, in which four (4) or fewer guest rooms are furnished to the public under the terms of a short-term lodging agreement. -

The existing residence on *the property*, after a new primary residence is built, will function to support the events hosted on the property. This support role will primarily be as a staging area and or preparation area for guests or catered staff. The role will eventually evolve to be an overnight retreat for a newly married couple or special guests associated with the Event Barn activities. This final touch at the end of a special day will truly make the rural and authentic experience Magnolia farm provides one to remember.

AGRICULTURE / HOBBY FARM - Use District 2, Use District 3

A small farm operated for supplemental income rather than for primary income generating purposes. Outside of supplemental income generation, a goal is to maintain an authentic backdrop for hosted events. Agricultural uses such as the care of a small number of livestock, the limited farming of crops and / or maintenance of a large open garden area, as well as the housing and storage of all required animal feed, tools and equipment will be performed. Commercial and retail functions of a small family farm will be utilized such as the selling of onsite grown fruit and vegetables. (see Agricultural Uses, Non-animal Related)

Accessory uses: Fruit and Garden Stand / Market -

The creation of a small, profitable and active family run farm is one of the primary goals. The authenticity this brings to the experience of being on site is what will make Magnolia Farm unique and a desired setting for special events. For this reason, the Barn and adjacent areas surrounding it will at times serve as a back drop for the selling of agricultural products generated from the farm itself. The farm stand will be approximately 250 sf. or less selling crops and items produced on the farm, including, but not limited to items such as, eggs, crops, plants and cut flowers. (see Agricultural Uses, Non-animal Related, Agricultural Uses, Land Animal Related)

AGRICULTURAL USES, NON-ANIMAL RELATED - Use District 2, Use District 3

Ch. 802 -5 D1 - Agricultural and farming activities involving the production and preparation of plants for human use, including horticulture, nurseries, forestry, sugar making, viticulture, grains and seed crops, fruits and vegetables of all kinds, greenhouse applications, and lands devoted to soil conservation and forestry management; all such uses exclude the processing and packaging of plants as food stuffs, with the exception of viticulture operations and small-scale marketing of processed fruit products, as in fruit markets.

As a functioning and profitable family owned Hobby Farm, Magnolia Farm will eventually

produce an undetermined amount of plant based products for sale within the limitations of the 6+ acres of Use District 3. This will include though not be limited to small scale grain and/ or vegetable crop production.

AGRICULTURAL USES, LAND ANIMAL RELATED - Use District 2, Use District 3

Ch. 802 -5 D1 - Commercial agricultural activities involving the production of animals and the preparation of products for human use, including dairying, poultry, livestock, or other such operations, but excluding meat processing and packaging operations. -

Brandon and Hannah Powell for their own personal use as well as being an integral part of the plans and scope of their Family Run Hobby Farm will keep a limited number of farm animals on the 18 acre parcel. They will be housed in the existing out buildings located on the site within Use District 3. As dictated by the Monroe County Ordinance Ch 802 #43 the livestock intensity figures are as follows - base on a Use District 3 pasture of 3.37 Acres:

Large animals - 4 or
Medium animals - 8 or
Small animals - 20 or
16 beehives

Setbacks:

Magnolia Farm will adhere to typical AG/RR setback requirements as indicates in Ch. 804 table 4-1 in the County Ordinances.

25 ft. set front setback from local road.

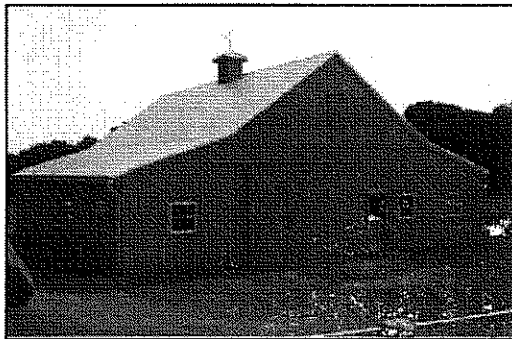
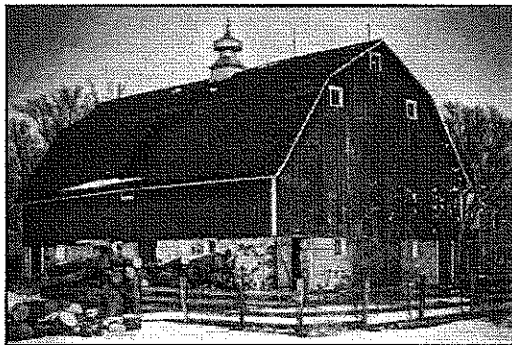
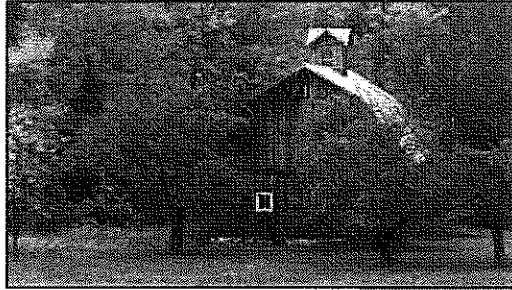
50 ft. side yard setback (15 ft. for residential structures and residential accessory structures).

50 ft. rear yard setback (35 ft. for residential structures and residential accessory structures).

EXHIBIT TWO: CHARACTER IMAGES

Magnolia Farm

Hannah and Brandon Powell
7935 W. Ratliff Road, Bloomington IN



Traditional form and materials will blend
seamlessly with the local rural landscape.
Representative Photos

HERNDONDESIGN

Magnolia Farm

Hannah and Brandon Powell
7935 W. Ratliff Road, Bloomington IN



Exterior events will occur on the lawn adjacent to the proposed barn.
Representative Photos

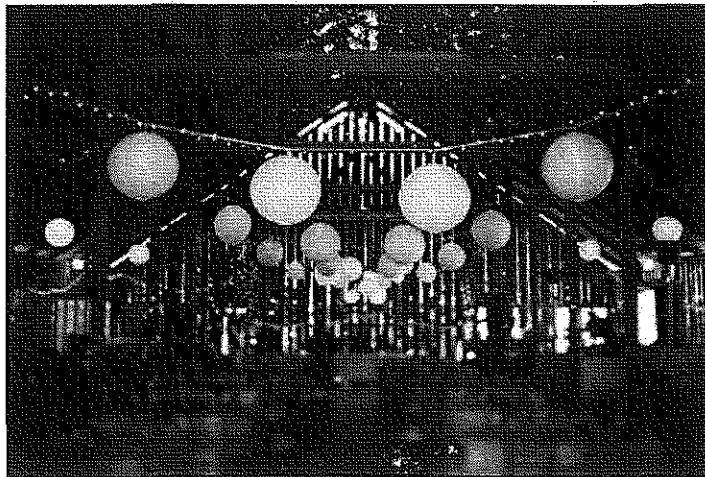
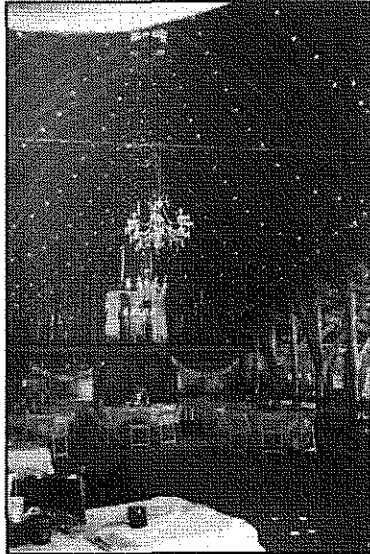


Open barn interior rustic / elegant environment.
Representative Photos

HERNDONDESIGN

Magnolia Farm

Hannah and Brandon Powell
7935 W. Ratliff Road, Bloomington IN



Open barn interior rustic / elegant environment.
Representative Photos

HERNDONDESIGN

Magnolia Farm

Outline Plan
Hannah and Brandon Powell
7935 W. Ratliff Road, Bloomington IN 47404

CHARACTER IMAGES



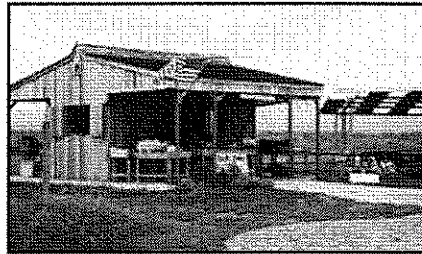
SINGLE FAMILY HOME - IMAGE 2



SINGLE FAMILY HOME - IMAGE 1



FARM STAND - IMAGE 3



FARM STAND - IMAGE 4

HERNDON DESIGN

Magnolia Farm
Cajalins Plan
Hornath and Branson Powell
7935 YV, Platt Road, Stockington IN 47164

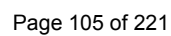


EXHIBIT FOUR: SITE PLAN

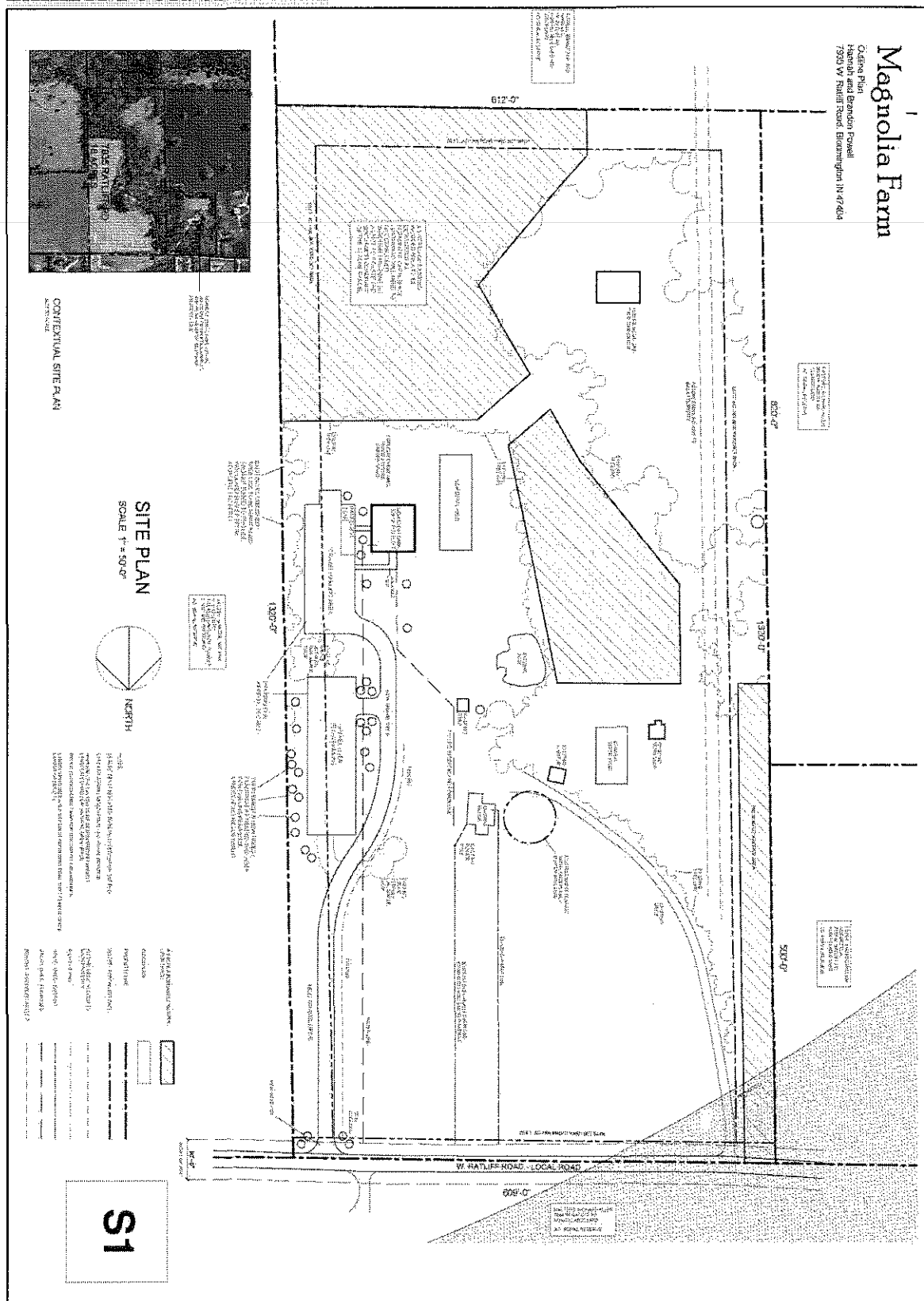


EXHIBIT FIVE: SITE PLAN with CONTOURS

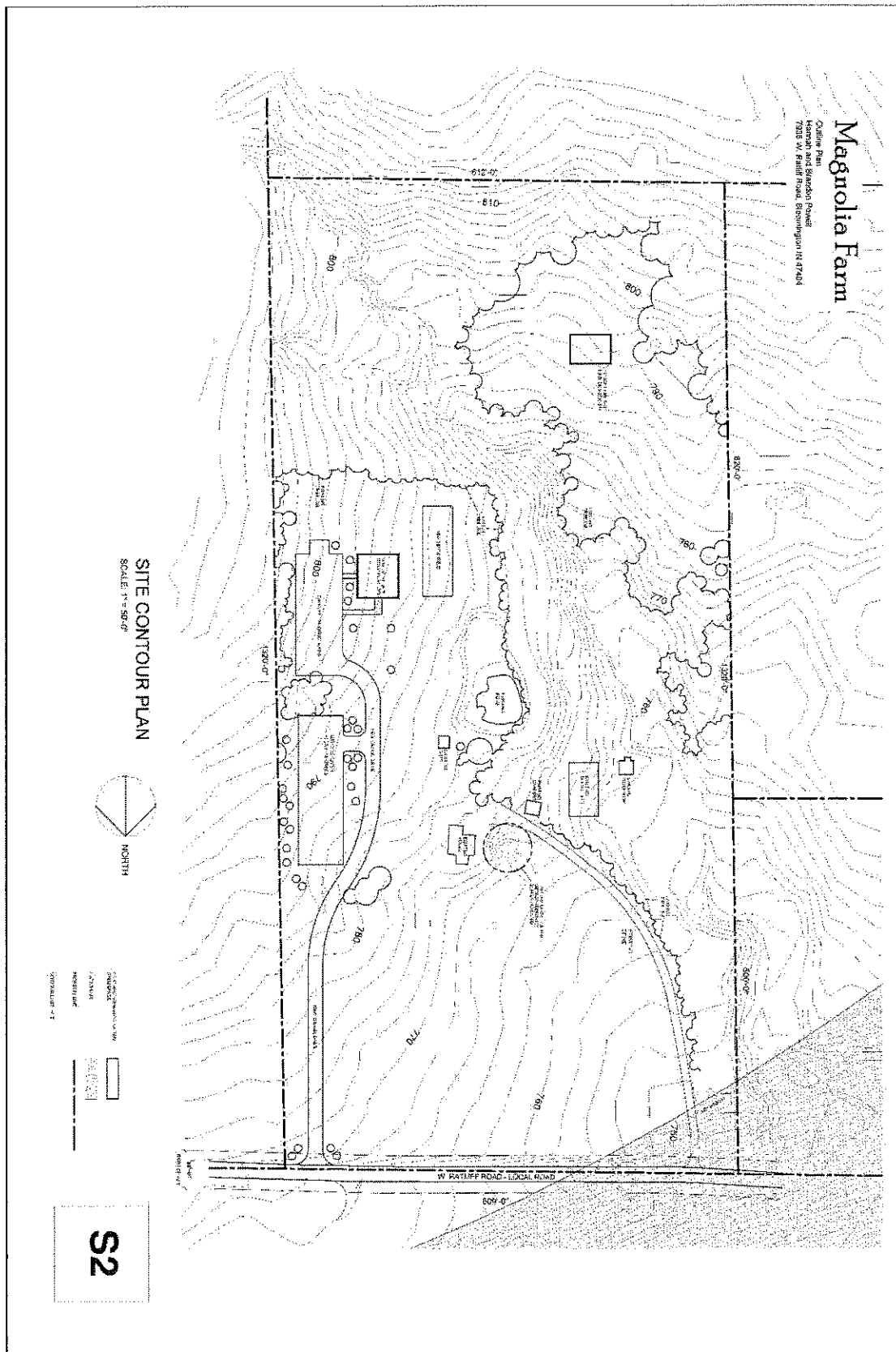


EXHIBIT SIX: NOISE ORDINANCE

CHAPTER 380

NOISE CONTROL

380-1. Definitions

As used in this Chapter, unless the context clearly requires otherwise;

"Amplified Sound" is any sound, including voice and music, whose loudness is increased by an electric or battery powered amplifier and speaker(s), either separately, or in conjunction with, other components; it includes a radio, audio-tape or compact disc player, loud speaker system, motor vehicle horn, siren or musical instrument.

"Motor Vehicle" is any self-propelled vehicle as defined in IC 9-13-2-105.

"Muffler" is any device used upon a motor vehicle whose purpose is the quieting of engine combustion noises including the quieting of the noise of intake and exhaust gases upon a motor vehicle.

"Person" is a individual, partnership, corporation, association or limited liability company.

380-2. Noises Prohibited

- (A) No person shall operate a device which produces amplified sound from a fixed location which is clearly audible at a distance which is fifty feet (50') or greater from its source after 10:00 p.m.
- (B) No person shall operate or occupy a motor vehicle upon a street or highway while operating a device which produces amplified sound which is louder than necessary for convenient hearing by persons inside or upon the motor vehicle.
- (C) No person shall operate a horn, siren or signaling device on a motor vehicle except as a danger warning.
- (D) No person shall operate a motor vehicle upon a street or highway which is not equipped with a muffler which suppresses the production of excessive noise, nor shall any person operate a motor vehicle upon a street or highway with its muffler removed or equipped with a cut-out or by-pass.

380-3. Exemptions

This Chapter shall not apply to the following:

- (A) noise resulting from any authorized emergency, fire or police vehicle when responding to an emergency call;

- (B) communication devices necessary in the performance of law enforcement or fire control duties, or to any emergency vehicle equipment with any communication device necessary in the performance of emergency procedures;
- (C) emergency warning sirens which are activated by a political subdivision;
- (D) motor vehicles used for business or political purposes, which in the normal course of conducting such activities use sound making devices; and/or
- (E) noise resulting from the operations of the Monroe County Airport, the annual Monroe County Fair, Monroe County Fall Festival, Heritage Days Festival, Stone Quarry Festival, Festival of Lights, Smithville Labor Day Celebration, or other noise resulting from activities of a temporary duration permitted by law for which a license or permit has been granted by the City of Bloomington.

380-4. Enforcement

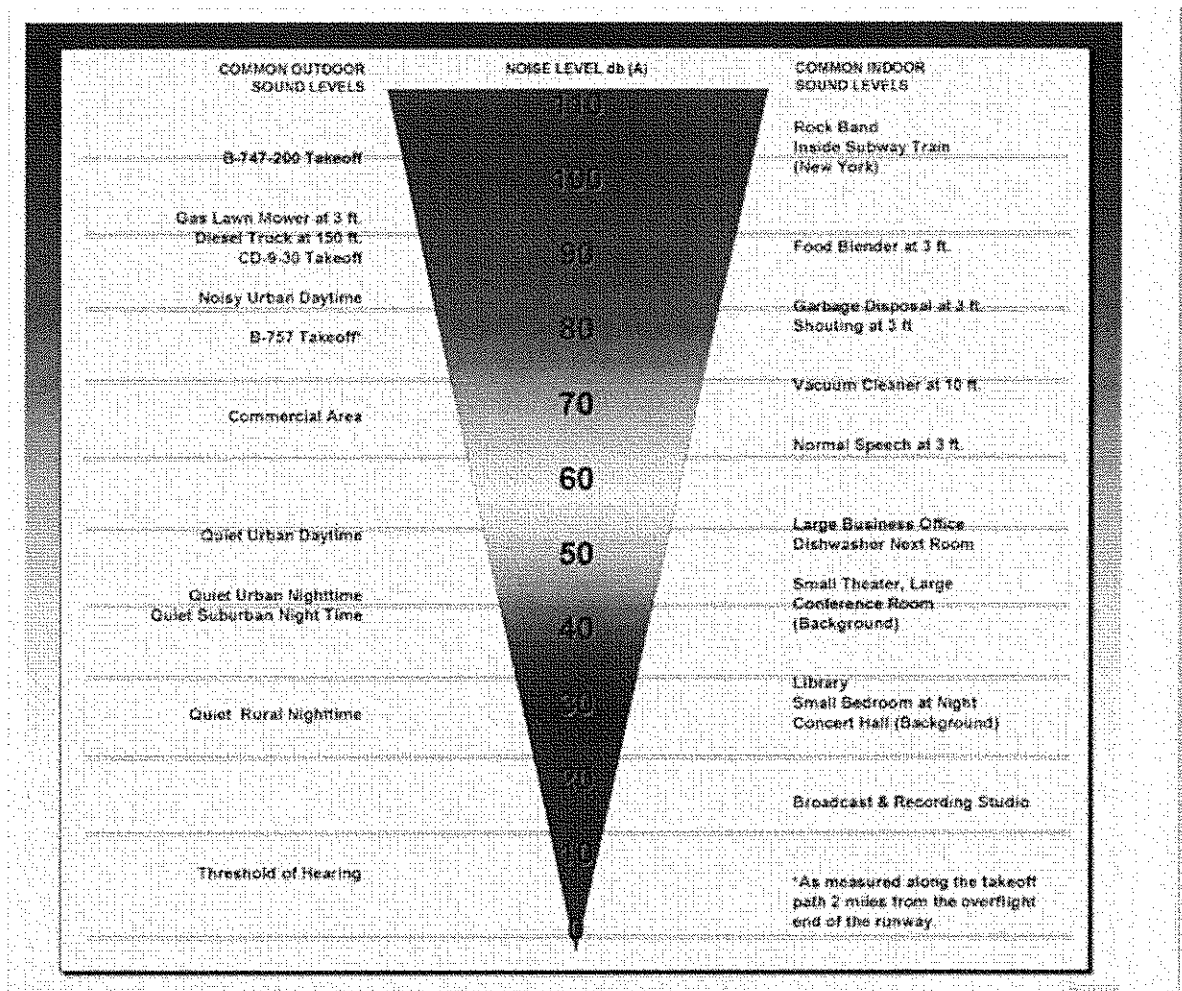
- (A) The Monroe County Sheriff's Department may enforce the provisions of this Chapter by issuance of a written citation to those persons charged with its violation. Any person issued a written notice of violation of this chapter who admits the violation and pays the designated penalty to the Monroe County Ordinance Violations Clerk within ten (10) days after issuance of the notice shall not be prosecuted for the violation.
- (B) In the event that the penalty is not paid within the prescribed period, the matter shall be referred to the County Attorney.
- (C) In lieu of issuing a citation, the enforcement officer, may, in his or her discretion, issue a warning to persons advising them of their violation of this Chapter, and such warning shall not require payment of a penalty.

380-5. Penalty

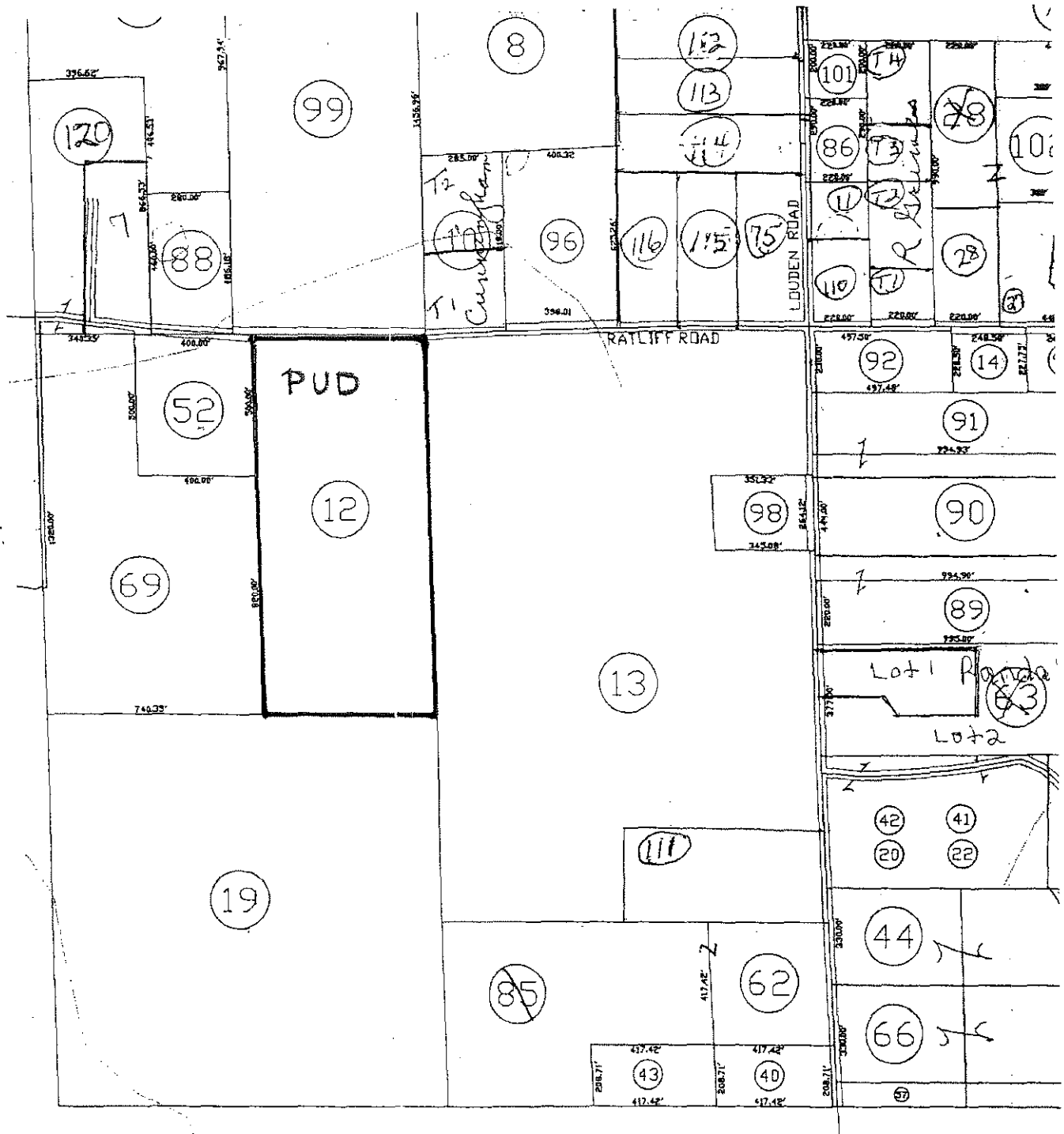
A person who violates this chapter commits a Class A Ordinance Violation and shall be fined in an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500.00) per violation.

[end of chapter]

EXHIBIT SIX: DECIBEL LEVELS CHART



Source: Lambert Studies Workshop,
http://www.airportsites.net/lambert-stl/workshop1/nc_b29.aspx

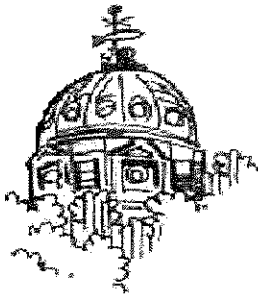


SCALE 1"=500'
7-9-93

RECEIVED

APR 02 2014

MONROE COUNTY PLANNING



MONROE COUNTY BOARD OF COMMISSIONERS
REQUESTED AGENDA INFORMATION FOR THE COMMISSIONERS MEETINGS

The Commissioners will not accept this item for their Board of Commissioners

Meeting if this form is not completely filled out.

Title of item to appear on the agenda:
Include VENDOR's Name in title

Ratification of Grant Application with the Indiana Supreme Court Division of State Court
Administration

Fund Name:

Fund Number:

Amount:

**Executive
Summary:**

This is a grant application that will allow the Monroe Circuit Court to develop a pre trial release program as a pilot project.

Date item will appear on the Commissioners' Agenda:

8-22-14

Contact Person:

Troy Hatfield

Phone Number:

2008

Presenter at Commissioner Meeting (if not contact person):

Troy Hatfield

Office/Department:

Community Corrections

County Legal Review required prior to submission of this form:

Attorney Name who reviewed:

None

Is this a grant request? Yes

☒

No

☐

New or current Grant? New

☒

Current

☐

Grant application uploaded into the Grant Navigator (required) Yes

☒

TOTAL Amount of grant money to be awarded:

Federal:

State:

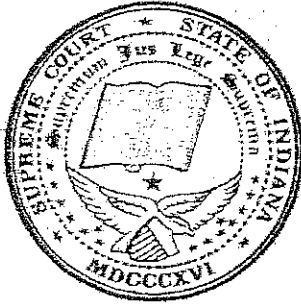
Local Match:

Signed:

Angie Purdie

Date:

8-20-14



INDIANA SUPREME COURT
DIVISION OF STATE COURT ADMINISTRATION
30 SOUTH MERIDIAN STREET, SUITE 500
INDIANAPOLIS, IN 46204

COURT REFORM GRANT APPLICATION
Application Deadline: August 15, 2014

Your application must be received in the office of the Indiana Supreme Court Division of State Court Administration **on or before August 15, 2014**. Please complete the application electronically and then print a copy and sign the certification at the end of the form. You may fax a copy to the attention of Elizabeth Daulton at 317.233.6586, or scan and email to elizabeth.daulton@courts.in.gov, with an original to follow at the above address.

1. **This application is being submitted by the judges of the courts in:**

The Monroe Circuit Court.

2. **Grant Purpose Area.** This is an application for:

☒ Other Project. *Pretrial Release Program Pilot Project.*

3. **Grant Supervising Judge.** The judge or judicial officer who will be leading the project and serving as lead contact for notice and other communications is:

Name Hon. Teresa D. Harper
Position Presiding Judge, Monroe Circuit Court
Address 301 N. College Avenue, Bloomington, IN 47404
Phone (812) 349-7401
E-Mail tharper@co.monroe.in.us

4. **Grant Project Manager.** The person who will manage the project at local level and will complete the quarterly reports (due 12/31/14, 3/31/15, 6/30/15, and 9/30/15) is:

Name Linda Brady
Position Chief Probation Officer
Address 214 E. 7th Street, Suite 200, Bloomington, IN 47404
Phone (812) 349-2648
E-Mail lbrady@co.monroe.in.us

5. **Purpose of Court Reform Study.** Please indicate purpose for which you will use the grant funds.

☒ Other/Miscellaneous. *Pretrial Release Program Pilot Project.*

6. **Project Description.** Please describe your proposed project here.

PRETRIAL RELEASE PROGRAM PILOT PROJECT ABSTRACT

The Monroe Circuit Court seeks to develop a formal Pretrial Release Program as a pilot project.

There are two goals of a pretrial release decision: first to assure the appearance of the defendant in court, and second, to assure community safety. The first decision point regarding pretrial release occurs at the Monroe County Jail upon book-in. The Monroe Circuit Court has established a bail schedule that includes both a surety and cash component for all offense classifications except Murder.¹

For defendants who do not post bail, the next decision point for pretrial release occurs at the Initial Hearing. During the Initial Hearing, the pretrial release decisions are determined by the judge on a case by case basis with minimal information about the defendant available to the Court.

If the defendant is not released at the Initial Hearing, a Bail Review Hearing is held within four (4) days during which the defendant is represented by counsel. Local statistics have consistently demonstrated that more than 88% of defendants in custody at the first Bail Review Hearing remained in custody after one week and only 27% of these individuals had holds or other barriers keeping them from being released.

Release decisions carry enormous consequences for both the community and those accused of committing crimes. Research shows that extended pretrial detention is correlated with longer jail and prison terms, increased criminal activity after cases are over, and a decreased likelihood that defendants will return to court.²

There are models of pretrial release programs that can effectively manage defendants in a community setting.³ Reducing the number of pretrial detainees in jails or the length of their stay can conserve limited resources and allow the jail to meet other public safety needs.

The Court seeks to implement a formal Pretrial Release Program to obtain relevant information about defendants prior to making these important release decisions.

The project will: provide pretrial risk assessments; identify those defendants in need of specialized services (mental health, substance abuse) and allow such services to be started in a timely manner; appropriately supervise and monitor defendants assigned to a pretrial release program; and utilize procedures to increase the likelihood of the appearance of defendants for subsequent court hearings and court obligations.

¹ Monroe Circuit Court Bail Bond Schedule. Local Rules, pages 37 -41.

http://www.co.monroe.in.us/TSD/DesktopModules/Brine?mind/DMX/Download.aspx?TabID=140&Command=Core_Download&EntryId=31794&PortalId=0&TabId=140

² John and Laura Arnold Foundation, Nov. 2013; July 2014 <http://www.arnoldfoundation.org/research/criminaljustice>

³ Creating an Effective Pretrial Program: A Toolkit for Practitioners.

http://b3cdn.net/crjustice/21cc2a3671608ba48b_1km6bc24g.pdf

6. Project Description. *Pretrial Release Program Pilot Project*. CONTINUED.

GUIDING PRINCIPLES OF PROPOSED COURT REFORM GRANT:

The Indiana Commission on Local Government Reform published the Commission's report, *Streamlining Local Government: We've got to stop governing like this*. The report includes 27 recommendations and identifies "guiding principles of reform" which were the core principles at the heart of the recommendations. The Monroe Circuit Court shares many of these same guiding principles for court reform.

This Court Reform Grant proposal's guiding principles are:

1. **Immediate** - To implement a formal Pretrial Release Program that will have an *immediate impact on the needs* of the Monroe Circuit Court. For the short term, the Court will focus on implementing policies, procedures, practices and correctional programs that are within the Court's purview and authority.
2. **Future** - To investigate Pretrial Release programs, practices and possible court reforms to better position Monroe County for future efficiency and growth in the long term. The Court plans to work with the relevant stakeholders to create a broader cohesive continuum for pretrial policies, practices and programs.
3. **Evidence-based** - To utilize and successfully implement pretrial release risk assessment tools, programs and practices that have been shown through research to be "*evidence-based practices*" (EBP). From a legal perspective, pretrial programs consider both the rights of the defendant and the integrity of the judicial process. The presumption of innocence, the right to reasonable bail and other legal and constitutional rights of people facing charges are balanced with the need to protect the community, maintain the integrity of the judicial process, and assure appearance in court. Research has shown EBP interventions, including pretrial supervision, reduce costly jail stays, increasing the likelihood that the defendant does not commit a new crime while awaiting trial and returns to court.⁴ Pretrial interventions should be geared toward achieving those desired outcomes in a cost-effective manner. Many bodies of criminal justice research come to the same conclusion: "*Every county should have a pretrial services agency or similar entity.*"^{5 6 7}
4. **Practical** - To utilize and successfully implement pretrial release practices and reforms that are *practical and possible* to implement in Monroe County utilizing existing staff resources and other limited local resources. Further, to utilize practices and reforms that, if proven successful, can readily be replicated in other jurisdictions. According to the American Bar Association Standards, *Every jurisdiction should establish a pretrial services agency or program to collect and present the necessary information, present risk assessments, and, consistent with court policy, make release recommendations required by the judicial officer in making release decisions...*

⁴ VanNostrand, Marie; Keebler, Gina. "Our journey toward pretrial justice," Federal Probation, 71 (2): 20-25, 2007

⁵ Exploring Problems and Prospects for Controlling County Jail Populations in the United States
<http://www.pacounties.org/ProgramsServices/Documents/JailSurveyFinalReport.pdf>

⁶ National Institute of Corrections *Jail Capacity Planning Guide: A Systems Approach* (Nov. 2009).
<http://nicic.gov/Library/032722>

⁷ Pretrial Services Programming at the Start of the 21st Century: A Survey of Pretrial Services Programs, July 2003, Bureau of Justice Assistance. <http://www.ncjrs.gov/pdffiles1/bja/199773.pdf>

6. Project Description. *Pretrial Release Program Pilot Project.* CONTINUED.

RATIONALE FOR FOCUS ON PRETRIAL RELEASE PROGRAMS:

According to the Bureau of Justice Statistics, at this time 61 percent of the nation's jail populations are pretrial detainees, almost all of whom simply cannot afford their bail.⁸ In 2011, Attorney General Eric Holder remarked of low-risk defendants sitting in jail pretrial, that: "[a]lmost all of these individuals could be released and supervised in their communities – and allowed to pursue and maintain employment and participate in educational opportunities and their normal family lives – without risk of endangering their fellow citizens or fleeing from justice. Studies have clearly shown that almost all of them could reap greater benefits from appropriate pretrial treatment or rehabilitation programs than from time in jail – and might, as a result, be less likely to end up serving long prison sentences."

Conversely, recent research by the Arnold Foundation has shown a disturbing percentage—nearly half—of defendants classified as high risk to reoffend or fail to appear in court are routinely released under traditional bail systems.⁹

The Monroe Circuit Court Probation Department has conducted "snapshot" studies of the pretrial population in the Monroe County Jail on two occasions over the past several years.

SNAPSHOT SUMMARIES 2008 AND 2009

- 2008: defendants in custody at Initial Hearing (IH) varied from 47 to 55, weekly average 51.75. 2009: varied from 50 to 58, weekly average of 54.75.
- 2008/2009: largest number of defendants in custody at IH occurred on Mondays, with Monday's defendant numbers accounting for one-third the weekly numbers at IH.
- 2008: of 207 defendants in custody at IH, only 17 (8%) were released to pretrial supervision. 2009: of 219 defendants in custody at IH, only 19 (9%) were released to pretrial supervision.
- 2008/2009: nearly half of the defendants in custody at IH remained in custody after one week.
- 2008: more than 80% of defendants in custody at the first Bail Review Hearing remained in custody after one week. Of the 96 remaining in custody after one week, 27% had out-of-county holds or other barriers keeping them from being released. 2009: more than 88% of defendants in custody at the first Bail Review Hearing remained in custody after one week. Of the 103 remaining in custody after one week, 27% had out-of-county holds or other barriers keeping them from being released.
- SNAPSHOT Summary: When comparing both "snapshots", the data is fairly consistent. The major statistic to note is the fact that over 88% of defendants in custody at the first Bail Review Hearing remained in custody after one week and only 27% of these individuals had holds or other barriers keeping them from being released. In real numbers this accounts for 75 defendants each week that could be targeted for assessment for a pretrial services program.

The Monroe Circuit Court is in need of a formal pretrial release program that utilizes the most recent research to inform and guide bail and pretrial release decisions in the best interest of public safety and justice.

⁸ Felony Defendants in Large Urban Counties, Bureau of Justice Statistics, Brian A. Reaves, December 2013.

⁹ http://arnoldfoundation.org/sites/default/files/pdf/LJAF-research-summary_PSA-Court_4_1.pdf

6. Project Description. *Pretrial Release Program Pilot Project* CONTINUED.

IMPLEMENTATION METHODS FOR COURT REFORM GRANT:

The Monroe Circuit Court will use the following evidence-based practices as the primary methods to implement a formal Pretrial Release Program Pilot Project.

1. Monroe County Jail Intake Screening Summary – The first point of pretrial screening will be the Monroe County Jail. All inmates undergo a jail intake screening upon admission. The jail staff utilizes the form “*Monroe County Correctional Center Intake Screening Form*” which summarizes various risk factors, including the details of the current offense. The “*Monroe County Correctional Center Intake Screening Form*” shall be provided by the Monroe County Jail to the Probation Department’s Pretrial Release Program Probation Officer (the “*Screening PO*”) for all defendants charged with felony offense(s) and persons charged with misdemeanor offenses who are not released on bail after the Initial Hearing is completed.
2. Pretrial Risk Assessment – The Indiana Risk Assessment System (IRAS) has a validated Pretrial Assessment Tool (IRAS-PAT). This tool will be utilized by the Probation Officer assigned to the Pretrial Release Program, the “*Screening PO*.” Additional validated screening instruments may be utilized as determined by the Court. One promising pretrial risk assessment tool is being studied by the Laura and John Arnold Foundation. This tool, Public Safety Assessment-Court (PSA-Court), is being piloted in various jurisdictions and may be released for use to courts in the near future.

It is estimated that 160 defendants per 12 month period will be screened and undergo a risk assessment conducted by the “*Screening PO*” for possible referral to a Pretrial Release Program and/or a Problem Solving Court Program component.

3. Providing Pretrial Information to Court – The “*Screening PO*” will, upon request of the Court, provide the following information to the Court for defendants who are incarcerated in the Monroe County Jail:
 - a. IRAS Pretrial Assessment Tool results;
 - b. Results of any additional validated pretrial screening tool;
 - c. Criminal record check;
 - d. Recent Probation Department reports regarding the defendant;
 - e. Jail conduct report (for serious violations of jail rules); and
 - f. Any recommendation regarding possible pretrial release program placement and conditions.
4. Supervision and Monitoring – The Probation Department will provide pretrial supervision and monitoring as ordered by the Court. Unless specified by the Court, supervision intensity, frequency, and methods (electronic monitoring, GPS, alcohol testing, drug testing, etc.) will be determined by the Probation Department pursuant to departmental policy and risk assessment factors. NOTE: Policy for supervision levels for pretrial detainees will be determined by the Monroe Circuit Court Board of Judges within 60 days of grant notification.

6. Project Description. *Pretrial Release Program Pilot Project*. CONTINUED.

5. Hearing Reminders – The Probation Department will issue reminders of upcoming court hearings to pretrial release program participants. Methods will include telephone calls, text messages, emails, and/or U.S. mail letters. The department will seek electronic methods of reminders to increase the reliability that reminders are issued in a timely manner.
6. Collection and Analysis of Performance Measures – The department shall utilize its case management system “Quest” to collect relevant performance data. The department will contract with an independent researcher to analyze process and outcome data from the project.
7. Long Term Planning – After completion of the first six (6) months of the Pretrial Release Program Pilot Project, and upon receipt of mid-term statistical data and performance measures, the Court will engage local criminal justice system stakeholders regarding long term matters such as:
 - a. Funding to sustain the project and its activities and programs;
 - b. Increased screening of criminal cases by experienced prosecutor;
 - c. Possibility of presence of defense counsel at Initial Hearings; and
 - d. Discussion of other methods to reduce reliance on pretrial detention.
8. Continuous Quality Improvement (CQI) – The Probation Department will review both internal and external evidence-based practices, and make recommendations to enhance the delivery and effectiveness of services and practices that promote positive change within the lives of program participants.

EXPECTED OUTCOMES FOR PRETRIAL RELEASE PROGRAM PILOT PROJECT:

A formal Pretrial Services Program has the capacity to:

- increase public safety;
- enable the courts and sheriff to more effectively manage the jail population;
- properly identify those defendants in need of pretrial services and allow such services to be started in a timely manner;
- assure the appearance of defendants in subsequent hearings; and
- provide services that will benefit all parties involved regarding the ultimate resolution of each case.

Outcomes for the Pretrial Release Program Pilot Project will be tracked such as:¹⁰

- 1) Universal Screening - The number/percentage of defendants eligible for release by statute or local court rule that the program assesses for pretrial release eligibility;
- 2) Releases to Pretrial Program - The percentage of screened defendants who are released from jail to the Pretrial Release Program;
- 3) Pretrial Release Supervision Conditions - The supervision conditions imposed on defendants who are released on the Pretrial Release Program;
- 4) Appearance Rate - The percentage of supervised defendants who make all scheduled court appearances;
- 5) Safety Rate - The percentage of supervised defendants who are not charged with a new offense during the pretrial stage;
- 6) Success Rate - The percentage of released defendants who (1) are not revoked for technical violations of the conditions of their release, (2) appear for all scheduled court appearances, and (3) are not charged with a new offense during pretrial supervision.
- 7) Pretrial Detainee Length of Stay - The average length of stay in jail for pretrial detainees who are not statutorily ineligible for pretrial release.
- 8) Avoided Costs of Incarceration - per diem, meals and medical.

¹⁰ Creating an Effective Pretrial Program: A Toolkit for Practitioners.
http://b3cdn.net/crjustice/21cc2a3671608ba48b_1km6bc24g.pdf

7. **Judicial Commitment.** *Preference will be given to grant applications which have an expressed commitment from all judges in the county.*

Will all of the Judges in the county actively participate in your Court Reform programming? Yes
Will all of the Judges in the county endorse the proposed your Court Reform programming? Yes

All nine (9) of the Monroe Circuit Court judges endorse the project. It is anticipated that all nine (9) judges will actively participate in the project. Further, the Monroe Circuit Court Board of Judges, as a *governing body*, has demonstrated the ability to oversee complex grant-funded projects.

8. **Coordination with other court-related programming.** Please indicate below any other court-related programming or grants that exist in your county:

- ☒ Self-Represented Litigants programming
- ☒ Pro Bono programming
- ☒ GAL/CASA programming
- ☐ Court Improvement Program grants – not at this time
- ☒ ADR Plan with \$20 increased filing fee pursuant to IC 33-23-6
- ☒ Problem Solving Courts
- ☒ Family Court Grants
- ☒ Other [please describe]. Federal grant: Parenting Time Opportunities for Children (PTOC)
- ☒ Other [please describe]. Community Supervision Grant, Indiana Judicial Center.

Briefly state how they will be coordinated with the Court Reform project

The Monroe Circuit Court recently received a **Community Supervision Grant** from the Indiana Judicial Center to expand services for adult offenders with mental health disorders and expand the **Problem Solving Court Program**. The Problem Solving Court expansion and Community Supervision Grant projects will be coordinated with the proposed Court Reform project *Pre-trial Release Program Pilot Project.*

As part of this Community Supervision Grant project, the Probation Department will conduct pretrial screenings on newly charged felony offenders who will be screened for possible referral to a Problem Solving Court component. Pursuant to the terms of the Community Supervision Grant, all offenders to be screened must be charged with or convicted of felony.

If funded, the Court Reform Grant will enhance the Community Supervision Project by providing additional resources to expand screening of pretrial detainees to include possible referral to a Pretrial Release Program. Further, the Court Reform Grant would enable the department to screen persons who are jailed due to arrests for misdemeanor offenses.

9. **Grant Request Amount and Budget.** If your project is awarded a grant, the Division will work with you to select a consulting entity that will conduct the study. We anticipate an annual grant cycle of up to \$40,000. Please use the attached budget chart to submit a proposed budget for the proposed project. Please include a budget narrative to explain details of your budget, including, but not limited to, a description of all employee positions and whether they are anticipated to be full or part time, and a description of the amount and purpose of any proposed contracts for personal services. Please attach additional pages, if necessary.

Insert budget narrative here.

BACKGROUND FOR REQUEST

The Monroe Circuit Court recently submitted a Community Supervision Grant to the Indiana Judicial Center. That grant request included a full time probation officer position to conduct pretrial screenings on defendants charged with felony offenses who otherwise qualified for bail but who were still in jail at the time of their Initial Hearing (IH). A second probation officer position was requested in the grant to supervise a high risk and high needs caseload of felons with serious mental health issues. Ultimately neither probation officer position was funded by the Community Supervision Grant; however, the Court was very fortunate to receive a Community Supervision Grant for outside treatment services (Centerstone, Amethyst House). In order to be able to accept the Community Supervision Grant funds for treatment services, the Probation Department reallocated probation officer staff to the Community Supervision Grant project.

Due to this probation officer reallocation, one Adult Probation Officer has been re-assigned to the Community Supervision Grant project with a dual assignment: 1) screen defendants who are in jail charged with felony offenses for possible referral to a Problem Solving Court component; and 2) supervise a caseload of low risk probationers who have serious mental health issues. This re-assigned probation officer is called the "Screener PO."

Pursuant to the terms of the Community Supervision Grant, services are limited to persons charged with or convicted of felony offenses and are potentially eligible for a Problem Solving Court component.

For purposes of this Court Reform Grant project, the Court wishes to create a formal Pretrial Release Program that includes expanded screening of pretrial defendants to include persons charged with misdemeanor offenses and other defendants who may not be eligible for a Problem Solving Court diversion program.

COURT REFORM GRANT BUDGET REQUEST NARRATIVE

- 1) Two Part-time Probation Officer Assistants – Part-time Probation Officer Assistants to assist the “Screener PO” with clerical tasks, data entry and statistical tracking so that the “Screener PO” can focus her time on meeting with defendants face to face, conducting risk assessments, screening for possible Problem Solving Court referral, and devising possible pretrial release recommendations for the Court.

SUSTAINABILITY: If this Court Reform project is proved to be successful, there is a high likelihood that these positions would be funded by other County or departmental funds. It is believed that these part-time positions are sustainable past the end of the Court Reform Grant term.

COST NARRATIVE: The project Probation Officer Assistants (POAs) will be a part-time/hourly positions utilized for clerical functions, data entry, data collection and statistical tracking for the project. Grant funds will support two part time / hourly employees at the rate of \$15/hour, (an average of) 15 hours per week each, for 10 months (September 2014-June 2015). Approx. 30 weeks.

Probation Officer Assistant #1= 450 hours X \$15 = \$6,750	FICA (7.65%) = \$516.
Probation Officer Assistant #2= 450 hours X \$15 = \$6,750	FICA (7.65%) = \$516.

TOTAL PERSONNEL & FRINGE = \$14,532

2) Pretrial Reporting and Hearing Notification System – Monroe County has consulted with George Drake, a corrections technology expert who has worked on many National Institute of Justice (NIJ) projects, to find out technology possibilities in the marketplace. Monroe County contacted two technology companies to (1) verify product availability, and (2) receive ballpark pricing information. The following technology is available to enhance supervision:

1. Self Report with Voice Recognition – An automated offender reporting solution for low and moderate risk offenders. Using any telephone, the vendor conducts an automated interview with each offender and reports the results to their probation officer. Because officers are able to quickly and efficiently review interview results, they have more time for their higher risk cases.
2. Court Date Reminder – is an automated service that delivers court date information to defendants, helping to improve court date appearance rates while reducing administrative effort. This system could also be used to remind participants of supervision and treatment appointments.
3. Drug Test Notification - is a service that automatically schedules drug tests for individuals or groups and then notifies defendants/offenders when they must report. Voiceprint biometrics is available from at least one vendor.

SUSTAINABILITY: If awarded this grant, Monroe County would pursue enhanced technology that would interface with our existing Quest software. It has been determined that set-up will be a one-time expense. The monthly expense for self-report, court date reminders, and/or drug test notifications will be paid for the first year by the Court Reform grant. If this pilot project is successful, ongoing monthly expenses, minimum \$1,500 per month, will need to be paid by other Monroe County budgets that may include County General funds, County COIT funds, and Community Corrections funds.

COST NARRATIVE: The anticipated pricing for services listed in #2 above:

- Self Report with Voice Recognition - \$6.00/month per person (1-2 check-ins per month)
- Court Date Reminder - \$.60 per reminder @ 2 reminders per month = \$1.20/month/person
- Drug Test Notification - \$.60 per reminder @ 1 reminder/month/person

1. Service vendor One-time Set Up = \$1,500
2. Vendor Monthly Fee = \$1,500/month minimum. October 2014 through June 2015, nine (9) months.
 $\$1,500 \times 9 = \$13,500$

TOTAL TECHNOLOGY VENDOR = \$15,000

- 3) Customization / Enhancement of Case Management Software – Interface with the Probation Department's case management database system "Quest."

SUSTAINABILITY: One-time expense, paid to Quest vendor Gottlieb & Wertz, Inc., to create interface between technology vendor and Quest.

COST NARRATIVE: It is estimated that creating this interface will take five (5) business days at a cost of \$5,000.

TOTAL QUEST: \$5,000

- 4) Researcher/Consultant to Evaluate Project – The Probation Department has contracted with researchers in the past to evaluate our Problem Solving Court Program and other programs.

SUSTAINABILITY: One-time expense, paid to evaluator.

COST NARRATIVE: It is estimated that an evaluator would charge \$5,000 for a process and outcome evaluation.

TOTAL RESEARCHER: \$5,000

- 5) **GRAND TOTAL GRANT REQUEST: \$39,532.**

10. Additional Comments, if any. Please include any additional comments that you believe would assist the Supreme Court in assessing your application.

In June 2007, former Indiana Supreme Court Chief Justice Randall Shepard made the following statements related to the Monroe Circuit Court:


"The court system that exists in Monroe County is really the paradigm of what a modern American trial court system ought to look like."

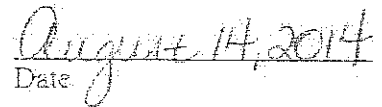
"If I had my druthers, I think the cause of justice and serving the people of Indiana would be better if every place in Indiana worked the way Monroe County is working."

While we are proud of our accomplishments, the Monroe Circuit Court Board of Judges is not content to continue to do "business as usual." The Court is committed to the implementation of evidence-based correctional practices in all phases of the criminal justice system. The proposed Court Reform Grant will serve as a significant "jump start" to implementing meaningful changes to the pretrial process. We welcome the opportunities ahead. Thank you for your consideration.

11. Certification. I have read the foregoing application and attached proposed budget, and I certify that the statements therein are correct. If awarded a grant under this proposal, I agree to use the funds in the manner outlined in this application, and in accordance with the grant terms and conditions outlined below:

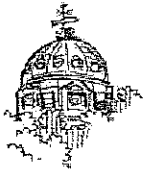
I understand that the grant funds may be used only for the purposes listed in this Court Reform Grant Application and its Budget. A request to amend the purpose for which the grant funds may be spent may be filed in writing with the Division of State Court Administration for approval. The Supreme Court may request the return of unspent grant funds if the applicant county fails to comply with these terms and conditions. Any funds not spent within two (2) years after the end of the grant period (August 1, 2016) will revert back to the Supreme Court unless an extension is requested in writing.


Hon. Teresa D. Harper - Grant Supervising Judge


Date

COURT REFORM GRANT BUDGET CHART MONROE CIRCUIT COURT

Grant Period 8/1/14-7/31/15	Court Reform Grant	In-Kind	Other	Total
Personnel Costs:				
Employee Salaries* (include taxes & benefits)				
Probation Officer Assistant #1 Part-time	\$7,266			\$7,266
Probation Officer Assistant #2 Part-time	\$7,266			\$7,266
Contracted personnel services**	-0-			-0-
Total Personnel Costs	\$14,532			\$14,532
Non-Personnel Costs:				
Rent/Utilities	-0-			-0-
Equipment	-0-			-0-
Travel	-0-			-0-
Postage	-0-			-0-
Copying and printing	-0-			-0-
Supplies	-0-			-0-
Training	-0-			-0-
Other Expenses (please specifically list)				
Technology Vendor Services	\$15,000			\$15,000
Gottlieb & Wertz (Quest)	\$5,000			\$5,000
Evaluator/Researcher	\$5,000			\$5,000
Total Non-Personnel Costs	\$25,000			\$25,000
TOTAL BUDGET	\$39,532			\$39,532
*Please list each position separately and indicate whether full or part time.				
**In the budget narrative, please describe each proposed contract's purpose and amount.				



MONROE COUNTY BOARD OF COMMISSIONERS

GRANT REQUEST FORM

Date:

Contact Information	
Office/Department	Monroe Circuit Court / Probation / Community Corrections
Contact Person	Linda Brady or Tom Rhodes
Phone Number	812-349-2645 or 812-349-2000

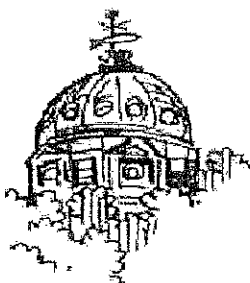
Request for Proposal Information	
Name of Funder	Indiana Supreme Court
Title of Project	Pretrial Release Program Pilot Project
Grant Amount	\$39,532
Length of Grant	One year
Project Partners	Vendors as needed

Funding Source Information	
Funding Source: Federal, State Pass-Through, State or Local	State
CFDA Number	N/A
Indirect Cost Rate Percentage	N/A
Indirect Cost Rate Basis (Capital / Personnel)	N/A
Status of Grant Request (new or renewal)	New

Match and Ongoing Costs	
Is a Match Required?	No
Cash Match Amount	\$0
What is the source of funds for the match?	N/A
In-kind Match Amount	N/A
What is the source of in-kind contributions?	N/A
Will there be ongoing expenses or revenue following completion of contracted project? Please Explain	Maybe
How many new FTE created?	0
How many FTE will continue to be funded?	0

Project Summary
<p>The Court seeks to implement a formal Pretrial Release Program (Pilot Project) to obtain relevant information about defendants prior to making important release decisions. The project will: provide pretrial risk assessments; identify those defendants in need of specialized services (mental health, substance abuse) and allow such services to be started in a timely manner; appropriately supervise and monitor defendants assigned to a pretrial release program; and utilize procedures to increase the likelihood of the appearance of defendants for subsequent court hearings and court obligations. Should these efforts prove to increase compliance with court orders and increase the appearance rate for subsequent hearings, continuation funding may be needed for part-time staff and vendor costs.</p>

Commissioners Office Only					
Approved		Schedule Staff Time		Other	



MONROE COUNTY BOARD OF COMMISSIONERS
REQUESTED AGENDA INFORMATION FOR THE COMMISSIONERS MEETINGS

The Commissioners will not accept this item for their Board of Commissioners

Meeting if this form is not completely filled out.

Title of item to appear on the agenda:
Include VENDOR's Name in title

Memorandum's of Understanding with the Monroe Circuit Court and Centerstone and Amethyst House for the Mental Health Pilot Project

Fund Name:

Fund Number:

Amount:

Executive Summary:

The Indiana Judicial Center awarded the Monroe Circuit Court \$120,000.00 to initiate the Mental Health Pilot Project (MHPP). In this project the Monroe Circuit Court will expand its Problem Solving Court to include specialized services for mental health disorders. The expansion creates new components for re-entry, mental health and veterans, targeting services for moderate and high risk felony offenders. The treatment providers will expand services in support of this project.

Date item will appear on the Commissioners' Agenda:

8/22/14

Contact Person:

Troy Hatfield

Phone Number:

2645

Presenter at Commissioner Meeting (if not contact person):

Troy Hatfield

Office/Department:

County Legal Review required prior to submission of this form:

Attorney Name who reviewed:

Jeff Cockerill

Is this a grant request? Yes

☐

No

☐

New or current Grant? New

☐

Current

☐

Grant application uploaded into the Grant Navigator (required) Yes

☐

TOTAL Amount of grant money to be awarded:

Federal:

State:

Local Match:

Signed:

Angie Purdie

Date:

8/20/14

E-mail agenda request and all necessary documents to the Auditor's office (Connie Axsom) and to the Commissioner's Office e-mail: Commissionersoffice@co.monroe.in.us

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CENTERSTONE OF INDIANA, INC. (Centerstone)
AND
MONROE CIRCUIT COURT PROBATION DEPARTMENT (Probation)
FOR THE
MENTAL HEALTH PILOT PROJECT (MHPP)
UNDER THE
INDIANA JUDICIAL CENTER 2014 COMMUNITY SUPERVISION GRANT**

BACKGROUND

In 2013, the Indiana General Assembly awarded the Indiana Judicial Center funds in FY 2014-2015 to provide financial assistance to courts supervising adult offenders in the community, with a special emphasis on those supervising persons diagnosed with a mental disorder. The Indiana Judicial Center awarded these funds to local jurisdictions through a competitive grant process. Priority consideration was given to applicants that demonstrate collaboration among local agencies and propose services that could be replicated in other jurisdictions.

The Indiana Judicial Center awarded the Monroe Circuit Court \$120,000 to initiate the Mental Health Pilot Project (MHPP) outlined in the revised grant application submitted on July 8, 2014 (Attachment A). In this project the Monroe Circuit Court will expand its Problem Solving Court (PSC) to include specialized services for mental health disorders. The expansion creates new components for re-entry, mental health, and veterans, targeting services for moderate and high risk felony offenders. Local treatment providers will expand services in support of this project.

Through this project, Centerstone will provide treatment services, recovery coach services, psychiatric evaluations, and "crisis beds" through the Transitional Care Facility (TCF). To provide these services, Centerstone will utilize grant monies from the Indiana Judicial Center 2014 Community Supervision Grant not to exceed a total of \$83,201 during the project period from July 1, 2014 to December 31, 2015.

REFERRAL AND ACCEPTANCE

The target population for the MHPP will be moderate and high risk offenders charged with or convicted of (a) felony offense(s).

All newly filed/charged cases involving felony charges will be screened for possible referral to a Problem Solving Court program (Drug Treatment Court, Mental Health Court, or Veterans Court); a Forensic Diversion Treatment Program; or a Mental Health Pre-trial Diversion Program. The initial screening and identification would occur by a prosecutor and/or probation officer.

After identification and if appropriate, a probation officer will conduct additional screening assessments which will include assessments for mental health issues including symptoms or self-report of post-traumatic stress disorder and traumatic brain injury. Veteran status will also be obtained. All veterans identified with possible mental health disorders will be referred to the Veterans Administration for services. All non-veterans will be referred to one of our local treatment providers agreeing to provide services through the MHPP.

All referrals to Centerstone will be sent to the Recovery Oriented Systems of Care (ROSC) Clinician designated to serve 10 hours per week on the MHPP. This clinician will be responsible for screening for Centerstone services, coordinating evaluations, psychiatric evaluations, admissions into TCF, and shall provide direct supervision for the Recovery Coach assigned to these participants.

SERVICES PROVIDED BY CENTERSTONE

1. **ROSC Clinician** – Centerstone will assign a clinician at least 10 hours per week to the MHPP. The clinician will provide direct care services and serve as a project coordinator overseeing operations by Centerstone and it relates to the MHPP. The clinician will be responsible for screening for Centerstone services, coordinating evaluations, psychiatric evaluations, admissions into TCF, and shall provide direct supervision for the Recovery Coach assigned to these participants.
2. **Recovery Coach** – Centerstone will provide a full-time mental health recovery coach for the MHPP. This coach will be a full time care manager for the project. This person will serve as a resource for participants and provide aid in reducing barriers an increasing knowledge about services. This coach will assist participants in accessing necessary community resources and services.
3. **Psychological/Psychiatric Evaluations** – Centerstone will provide comprehensive psychosocial evaluation by a master level therapist with a follow up appointment with the psychiatrist and possible medication management under the MHPP. Master level therapist will be available to go to the jail to complete an assessment with a referral or arrangements can be made for the referral to complete an assessment at the Centerstone office, avoiding the standard walk-in times. If the assessment by a master level therapist indicates that an appointment needs to be made with a psychiatrist, that referral will be made. A psychiatric evaluation may result in a need to see the doctor for medication management.
4. **Transitional Care Facility (TCF)** – Centerstone will provide “crisis beds” at TCF for participants in the MHPP. This grant will pay for individuals who require crisis stabilization at TCF. Cost per person is \$166 per night. As part of the TCF admission, each person will undergo a psychiatric assessment at an additional cost of \$100. The anticipated length of stay would be for two nights per individual admission.
5. **Training** – Centerstone will obtain Cognitive Behavioral Social Skills Training (CBSST) for staff involved with the MHPP. Materials required for clients involved with the MHPP and participating in CBSST will be provided by Centerstone at no cost to the participants.
6. **Flex Funds** – Centerstone will provide flex funds for participants involved with the MHPP. Participants must display a minimal need for the use of funds and on average Centerstone would expend approximately \$150 per participant. A system of oversight and approval must be created within Centerstone before funds can be used in this area. Consideration should be given to leveraging existing community resources and long-term sustainability before funds are used.

REPORTING REQUIRED OF CENTERSTONE

Financial reports detailing expenses related to the MHPP shall be submitted to Probation on a quarterly basis as follows:

1. July 1, 2014 to September 30, 2014; Due October 15, 2014.
2. October 1, 2014 to December 31, 2014; Due January 15, 2015.
3. January 1, 2015 to March 31, 2015; Due April 15, 2015.
4. April 1, 2015 to June 30, 2015; Due July 15, 2015.
5. July 1, 2015 to September 30, 2015; Due October 15, 2015.
6. October 1, 2015 to December 31, 2015; Due January 15, 2016.

Program reports tracking the services delivered and project outcomes related to the MHPP shall be submitted to Probation as directed and/or as required by the Indiana Judicial Center 2014 Community Supervision Grant. Data elements of the any required reports shall include, but not be limited to:

1. Recovery Oriented Systems of Care

- a. The number of individuals screened for mental health services/substance use disorders (SUD) and relevant outcomes;
- b. Related demographics for all individuals;
- c. The number of individuals assessed for mental health (MH)/SUD and relevant outcomes;
- d. Diagnosis/care plan;

- e. Baseline information on population regarding MH/SUD, including information on trauma (pre and post data tracking MH/ SUD), to include information on increase/ in mental health function (i.e. decrease in depression, improvement in anxiety, fewer trauma symptoms, less substance use);
- f. Referrals to recovery coaching and related recovery plans which shows areas of risk and protection based on Recovery Capital Scale;
- g. Recovery Capital Scales completed (will have pre and post data tracking i.e. employment, housing, social support, criminogenic thinking);
- h. Tracking on any individual who uses flex funds and how funding is used;
- i. Referrals to any Centerstone services and detailed information about service type (use of treatment resources);
- j. Tracking on dosage by offender type (e-roscoe enhancement);
- k. Number of referrals made to psychiatrist/Nurse practitioner;
- l. Number of referrals made to Transitional Care Facility;
- m. Tracking of wait time for services;
- n. Tracking of all clients referred to services by service type (coaching, therapy, psychiatric); Retention and completion rate of clients enrolled in any programs or services; and
- o. Tracking of wait time for initial evaluation.

2. Psychological/Psychiatric Evaluations

- a. The number of individuals referred for psychiatric assessment;
- b. Demographics of individuals referred for psychiatric assessments;
- c. Baseline information on individual including MH/SUD;
- d. Diagnosis Care plan recommendations;
- e. Tracking of wait time;
- f. Pre and post MH/SUD; and
- g. Retention information.

3. Transitional Care Facility (TCF)

- a. Number of referrals made to Transitional Care Facility;
- b. Number of individuals who complete Wellness Recovery Action Plans;
- c. Number of actual beds utilized and paid for by the grant or by another payer source such as Medicaid; and
- d. Track crisis respite successfulness as evidenced by a decrease in presenting symptoms such as: anxiety, depression, suicidal thoughts.

GRANT FUNDING

Probation agrees to fund Centerstone services as outlined in Attachment B and provided through the MHPP by utilizing grant monies from the Indiana Judicial Center 2014 Community Supervision Grant not to exceed a total of \$83,201 during the project period from July 1, 2014 to December 31, 2015. All funding is contingent upon the ongoing existence of the Indiana Judicial Center 2014 Community Supervision Grant and the funding provided to the Monroe Circuit Court through this grant.

The total amount of funding available to Centerstone (\$83,201) shall be paid in the following manner:

1. After receiving an invoice specifying the services and dates of service, payments to Centerstone for psychological/psychiatric services will be made after verification that services provided comply with the MHPP requiring that the grant is a payer of last resort. These payments are subject to the Monroe County claims process and shall not exceed \$5,225 during the grant period.
2. After receiving an invoice specifying the services and dates of service, payments to Centerstone for Transitional Care Facility utilization will be made after verification that services provided comply with the MHPP requiring that the grant is a payer of last resort. These payments are subject to the Monroe County claims process and shall not exceed \$15,552 during the grant period.
3. The balance of the total funding available to Centerstone shall be paid in four (4) separate installments. The first installment shall total \$22,206 and all subsequent installments shall total \$13,406 each. Centerstone may submit invoices for payment of the remaining services to be delivered under the MHPP in advance. These payments are subject to the Monroe County claims process and shall not exceed \$62,424 during the grant period. The invoices may be submitted on or after the following dates:
 - a. First invoice – The effective date of this Memorandum of Understanding;
 - b. Second invoice – November 1, 2014;
 - c. Third invoice – February 1, 2015; and
 - d. Fourth invoice – May 1, 2015.

OTHER DUTIES AND EXPECTATIONS OF PARTICIPATING PARTIES

1. Centerstone agrees that appropriate releases of confidential information and referral forms will be completed as indicated. Centerstone agrees to abide by Federal Confidentiality Regulations as outlined in Title 42 of the Code of Federal Regulations governing confidentiality of alcohol and drug abuse patient records. All discussions regarding program clientele are confidential. Furthermore, all parties are bound by Part 2 of Title 42, the redisclosure provisions of the Federal Regulations.
2. Centerstone will comply with IC 22-5-1.7-3. Specifically including the following:
 - a. Centerstone to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
 - b. Centerstone is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists.
 - c. Centerstone must sign an affidavit affirming that Centerstone does not knowingly employ an unauthorized alien.
 - d. Centerstone affirms by its signature that it is in compliance with IC 5-22-16.5 et seq., and does not knowingly engage in investment activities in Iran by providing goods or services worth \$20,000,000 or more in value to the energy sector of Iran.
3. All parties to this agreement will ensure that equal consideration will be given to all clients without regard to race, ethnicity, color, sex, political beliefs, sexual orientation, or religion.
4. This agreement may be terminated at any time, by either party, upon 30 days written notice.
5. This Memorandum of Understanding encourages the free flow of information between Centerstone and Probation to promote the mission of the program. Centerstone is subject to legal and ethical restrictions on disclosure, which in some situations must be observed notwithstanding either the participant's waiver or the likelihood that disclosure would benefit the Court and the participant.

SIGNATURES:

APPROVED BY:

Suzanne Koesel, Vice-President, Centerstone of Indiana, Inc

Date

Patrick Stoffers, President, Board of Commissioners

Date

ATTEST: _____
Steve Saulter, Monroe County Auditor

Honorable Teresa D. Harper,
Presiding Judge, Monroe Circuit Court

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
AMETHYST HOUSE (Amethyst)
AND
MONROE CIRCUIT COURT PROBATION DEPARTMENT (Probation)
FOR THE
MENTAL HEALTH PILOT PROJECT (MHPP)
UNDER THE
INDIANA JUDICIAL CENTER 2014 COMMUNITY SUPERVISION GRANT**

BACKGROUND

In 2013, the Indiana General Assembly awarded the Indiana Judicial Center funds in FY 2014-2015 to provide financial assistance to courts supervising adult offenders in the community, with a special emphasis on those supervising persons diagnosed with a mental disorder. The Indiana Judicial Center awarded these funds to local jurisdictions through a competitive grant process. Priority consideration was given to applicants that demonstrate collaboration among local agencies and propose services that could be replicated in other jurisdictions.

The Indiana Judicial Center awarded the Monroe Circuit Court \$120,000 to initiate the Mental Health Pilot Project (MHPP) outlined in the revised grant application submitted on July 8, 2014 (Attachment A). In this project the Monroe Circuit Court will expand its Problem Solving Court (PSC) to include specialized services for mental health disorders. The expansion creates new components for re-entry, mental health, and veterans, targeting services for moderate and high risk felony offenders. Local treatment providers will expand services in support of this project.

Through this project, Amethyst will provide treatment services for participants and transitional residential program beds. Additionally Amethyst will assess and address the needs of participants with traumatic brain injury (TBI). To provide these services, Amethyst will utilize grant monies from the Indiana Judicial Center 2014 Community Supervision Grant not to exceed a total of \$25,000 during the project period from July 1, 2014 to December 31, 2015.

REFERRAL AND ACCEPTANCE

The target population for the MHPP will be moderate and high risk offenders charged with or convicted of (a) felony offense(s).

All newly filed/charged cases involving felony charges will be screened for possible referral to a Problem Solving Court program (Drug Treatment Court, Mental Health Court, or Veterans Court); a Forensic Diversion Treatment Program; or a Mental Health Pre-trial Diversion Program. The initial screening and identification would occur by a prosecutor and/or probation officer.

After identification and if appropriate, a probation officer will conduct additional screening assessments which will include assessments for mental health issues including symptoms or self-report of post-traumatic stress disorder and traumatic brain injury. Veteran status will also be obtained. All veterans identified with possible mental health disorders will be referred to the Veterans Administration for services. All non-veterans will be referred to one of our local treatment providers agreeing to provide services through the MHPP.

All referrals to Amethyst will be sent to the designated staff person to evaluate the participant for services available through the MHPP.

SERVICES PROVIDED BY AMETHYST

1. **Treatment/Amethyst House Residential Program Expansion** – Amethyst House will expand transitional residential programs by two (2) beds which will provide the MHPP an additional 730 bed-days capacity per year for the men's program. Amethyst House would designate these beds for moderate-to-high risk felony offenders with co-occurring diagnosis referrals from the MHPP. These residents will be assigned a case manager and a primary therapist that is a Licensed Clinical Social Worker with specialized training in co-occurring disorders and traumatic brain injuries (TBI) supported by grant funds. Amethyst House will also prioritize MHPP referrals of moderate-to-high risk offenders with co-occurring disorders.
2. **Traumatic Brain Injury (TBI)** – Amethyst will create a program to address and assess the needs of persons with TBI and referred under the MHPP.
3. **Flex Funds** – Amethyst will provide flex funds for participants involved with the MHPP. Participants must display a minimal need for the use of funds and on average Amethyst would expend approximately \$150 per participant. A system of oversight and approval must be created within Amethyst before funds can be used in this area. Consideration should be given to leveraging existing community resources and long-term sustainability before funds are used.

REPORTING REQUIRED OF AMETHYST

Financial reports detailing expenses related to the MHPP shall be submitted to Probation on a quarterly basis as follows:

1. July 1, 2014 to September 30, 2014; Due October 15, 2014.
2. October 1, 2014 to December 31, 2014; Due January 15, 2015.
3. January 1, 2015 to March 31, 2015; Due April 15, 2015.
4. April 1, 2015 to June 30, 2015; Due July 15, 2015.
5. July 1, 2015 to September 30, 2015; Due October 15, 2015.
6. October 1, 2015 to December 31, 2015; Due January 15, 2016.

Program reports tracking the services delivered and project outcomes related to the MHPP shall be submitted to Probation as directed and/or as required by the Indiana Judicial Center 2014 Community Supervision Grant. Data elements of the any required reports shall include, but not be limited to:

1. Treatment/Amethyst House Residential Program Expansion

- a. Number of participants who are referred for half-way house placement;
- b. Number of participants who are accepted into half-way house programs;
- c. Number of participants and bed days utilized in designated MHPP beds;
- d. Number of participants and bed days utilized by MHPP referrals in non-designated beds;
- e. Participant demographics, gender and age of participants;
- f. Number of residents who utilize flex funds from MHPP;
- g. Length of time from program application to house placement for accepted all half-way house referrals;
- h. Length of time from program application to house placement for accepted MHPP referrals; and
- i. Number of MHPP participants who remain compliant with program at end of grant cycle or successfully complete program.

2. Traumatic Brain Injury (TBI)

- a. Total referrals;
- b. Number with substance abuse issues;
- c. Number with co-occurring diagnoses;
- d. Number referred to resource facilitation/IU speech and hearing clinic/vocational rehabilitation;
- e. Number who participate in substance abuse treatment and/or TBI treatment through amethyst house outpatient program;

- f. Number who are recommended for amethyst house half-way house placement;
- g. Demographics; age, gender and previous treatment history; and
- h. Number who remain compliant with recommended treatment.

GRANT FUNDING

Probation agrees to fund Amethyst services as outlined in Attachment B and provided through the MHPP by utilizing grant monies from the Indiana Judicial Center 2014 Community Supervision Grant not to exceed a total of \$25,000 during the project period from July 1, 2014 to December 31, 2015. All funding is contingent upon the ongoing existence of the Indiana Judicial Center 2014 Community Supervision Grant and the funding provided to the Monroe Circuit Court through this grant.

The total amount of funding available to Amethyst (\$25,000) shall be paid in four (4) separate installments. The first installment shall total \$10,000 and all subsequent installments shall total \$5,000 each. Amethyst may submit invoices for payment of the services to be delivered under the MHPP in advance. These payments are subject to the Monroe County claims process and shall not exceed \$25,000 during the grant period. The invoices may be submitted on or after the following dates:

- 1) First invoice – The effective date of this Memorandum of Understanding;
- 2) Second invoice – November 1, 2014;
- 3) Third invoice – February 1, 2015; and
- 4) Fourth invoice – May 1, 2015.

OTHER DUTIES AND EXPECTATIONS OF PARTICIPATING PARTIES

- 1. Amethyst agrees that appropriate releases of confidential information and referral forms will be completed as indicated. Amethyst agrees to abide by Federal Confidentiality Regulations as outlined in Title 42 of the Code of Federal Regulations governing confidentiality of alcohol and drug abuse patient records. All discussions regarding program clientele are confidential. Furthermore, all parties are bound by Part 2 of Title 42, the redisclosure provisions of the Federal Regulations.
- 2. Amethyst will comply with IC 22-5-1.7-3. Specifically including the following:
 - a. Amethyst to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
 - b. Amethyst is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists.
 - c. Amethyst must sign an affidavit affirming that Amethyst does not knowingly employ an unauthorized alien.
 - d. Amethyst affirms by its signature that it is in compliance with IC 5-22-16.5 et seq., and does not knowingly engage in investment activities in Iran by providing goods or services worth \$20,000,000 or more in value to the energy sector of Iran.
- 3. All parties to this agreement will ensure that equal consideration will be given to all clients without regard to race, ethnicity, color, sex, political beliefs, sexual orientation, or religion.
- 4. This agreement may be terminated at any time, by either party, upon 30 days written notice.
- 5. This Memorandum of Understanding encourages the free flow of information between Amethyst and Probation to promote the mission of the program. Amethyst is subject to legal and ethical restrictions on disclosure, which in some situations must be observed notwithstanding either the participant's waiver or the likelihood that disclosure would benefit the Court and the participant.

SIGNATURES:

APPROVED BY:

Mark DeLong, Executive Director, Amethyst House

Date

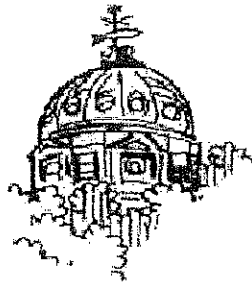
Patrick Stoffers, President, Board of Commissioners

Date

ATTEST: _____
Steve Saulter, Monroe County Auditor

Honorable Teresa D. Harper,
Presiding Judge, Monroe Circuit Court

Date



MONROE COUNTY BOARD OF COMMISSIONERS
REQUESTED AGENDA INFORMATION FOR THE COMMISSIONERS MEETINGS

The Commissioners will not accept this item for their Board of Commissioners

Meeting if this form is not completely filled out.

Title of item to appear on the agenda:
Include VENDOR's Name in title

Resolution 2014-16
Authorizes the filing of an application for a grant under Section 5311 of the Federal Transit Act.

Fund Name:

Fund Number:

Amount:

**Executive
Summary:**

Resolution stating the applicants are authorized to enter into an agreement with INDOT.

Date item will appear on the Commissioners' Agenda:

8-22-14

Contact Person:

Angie

Phone Number:

2553

Presenter at Commissioner Meeting (if not contact person):

Kerry Conway

Office/Department:

Rural Transit / Area 10

County Legal Review required prior to submission of this form:

Attorney Name who reviewed:

Jeff Cockerill

Is this a grant request? Yes

☐

No

☒

New or current Grant? New

☐

Current

☐

Grant application uploaded into the Grant Navigator (required) Yes

☐

TOTAL Amount of grant money to be awarded:

Federal:

State:

Local Match:

Signed:

Angie Purdie

Date:

8-20-14

E-mail agenda request and all necessary documents to the Auditor's office (Connie Axsom) and to the Commissioner's Office e-mail: Commissionersoffice@co.monroe.in.us

Resolution No. 2014-16

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY:

1. That Patrick Stoffers, President of the Board of Commissioners, on behalf of the Board of Commissioners of Monroe County is authorized to make the necessary assurances and certifications and be empowered to enter into an agreement with INDOT for the provision of rural public transportation services.
2. That Kerry Conway, Program Manager of Rural Transit, is authorized to execute and file an application on behalf of the Board of Commissioners of Monroe County with the INDOT to aid in the financing of transit assistance projects pursuant to Section 5311 of the Federal Transit Act, as amended.
3. That Kerry Conway, Program Manager of Rural Transit, is authorized to furnish such additional information as INDOT may require in connection with the application.
4. That Kerry Conway, Program Manager of Rural Transit is authorized to execute grant contract agreements on behalf of the Board of Commissioners of Monroe County.

CERTIFICATE

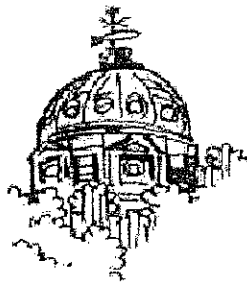
The undersigned duly qualified and acting Officer, of the Board of Commissioners of Monroe County certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Commissioners of Monroe County held on _____, 2014.

If Applicant has an official seal, impress here.

Steve Saulter, Auditor and Recording Officer of the Board of Commissioners of Monroe County

Patrick Stoffers, President of the Board of Commissioners of Monroe County

Date



MONROE COUNTY BOARD OF COMMISSIONERS
REQUESTED AGENDA INFORMATION FOR THE COMMISSIONERS MEETINGS

The Commissioners will not accept this item for their Board of Commissioners

Meeting if this form is not completely filled out.

Title of item to appear on the agenda: Approval of a Federal Grant Application By Rural Transit/Area 10 for operating year 2015.
Include VENDOR's Name in title

Fund Name: Rural Transit **Fund Number:** 8106 **Amount:** Pass Through Grant

Executive Summary: The Department of Transportation makes grants available to States through the Federal Transit Administration to support capital, operating, and feasibility study assistance projects for nonurbanized public transportation systems.

Date item will appear on the Commissioners' Agenda: 8-22-14

Contact Person: Angie Purdie **Phone Number:** 2553

Presenter at Commissioner Meeting (if not contact person): Kerry Conway

Office/Department: Board of Commissioners

County Legal Review required prior to submission of this form:

Attorney Name who reviewed: Jeff Cockerill

Is this a grant request? Yes ☒ No ☐

New or current Grant? New ☐ Current ☒

Grant application uploaded into the Grant Navigator (required) Yes ☒

TOTAL Amount of grant money to be awarded: \$1,003,283.00

Federal: \$740,201.00

State: \$263,082.00

Local Match: \$25,000.00

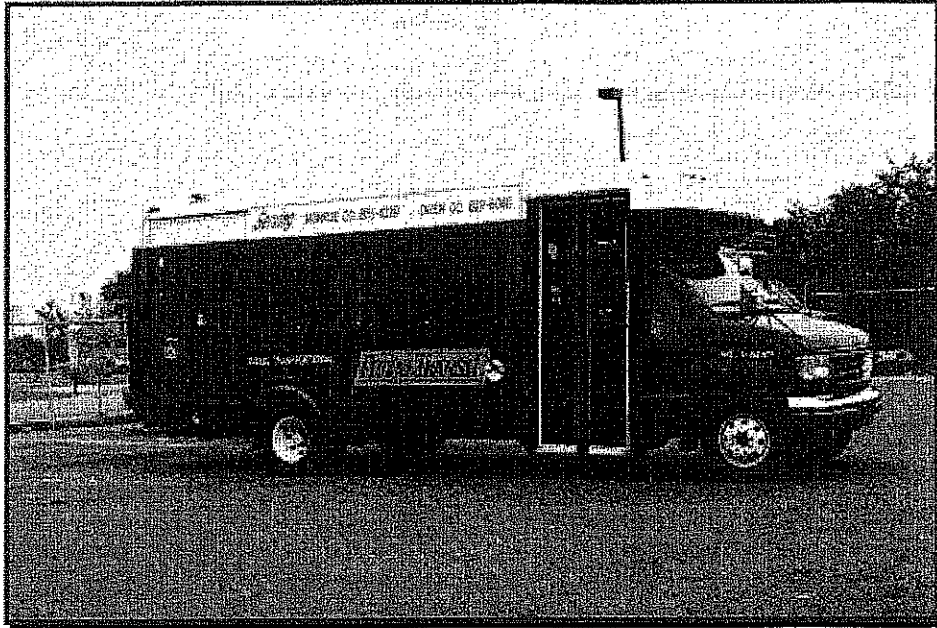
Signed: Angie Purdie

Date: 8-20-14

E-mail agenda request and all necessary documents to the Auditor's office (Connie Axsom) and to the Commissioner's Office e-mail: Commissionersoffice@co.monroe.in.us

**FEDERAL SECTION 5311
RURAL AND SMALL URBAN
TRANSIT ASSISTANCE***

**OPERATING
APPLICATION PACKAGE
For Calendar Year 2015**



**Office of Transit
Todd Jennings, Program Manager
Indiana Department of Transportation
100 North Senate Ave., Room N808
Indianapolis, IN 46204-2219**

Section 5311 funds are available for expenditure for public transportation projects. Public transportation is defined to mean mass transportation, either publicly or privately owned, which provides to the general public or special service on a regular and continuing basis.

**Federal Section 5311
Rural and Small Urban Transit
Assistance**

**Operating Application Package
for the Calendar Year 2015**

**from
Board of Commissioners
Monroe County, Indiana**

**for Public Transportation Services in Monroe,
Owen, Lawrence
and Putnam Counties**

APPLICATION INFORMATION FOR SECTION 5311 & 5311(f) ASSISTANCE

APPLICANT: Board of Commissioners of Monroe County, Indiana

SERVICE PROVIDER: Area 10 Agency on Aging/Rural Transit

ADDRESS: Monroe County Courthouse, Bloomington, IN 47404

CONTACT PERSON: Kerry Conway, CEO of Area 10 Agency on Aging

E-MAIL ADDRESS: kconway@area10agency.org

TELEPHONE #: 812-349-2550 (Commissioners) and 812-876-1079 (Rural Transit)

TYPE OF GRANT APPLICATION

OPERATING

(X) Operating () Intercity Operating

* Identify Grant Year 2015

* Amount of Federal Funds Requested: \$663,929.00

* Amount of State PMTF Funds Requested: \$263,082.00

CAPITAL

(X) Capital 5339 () Intercity Capital

* Identify Grant Year 2015

* Amount of Federal Funds Requested: \$76,272.00

* Amount of State PMTF Funds Requested: \$0.00

FEASIBILITY STUDY

* Identify Grant Year 2015

* Amount of Federal Funds Requested: INSERT AMOUNT HERE

I. PROJECT DESCRIPTION

A. APPLICANT'S EXISTING SERVICES & SERVICE AREA

1. The existing services include the following:

Express Services – route deviation services between the major population centers in Monroe and Owen Counties, called “Express Services” between 6:00 a.m. and 10:30 p.m.

“Sweep Service” – county rural demand response service, linking passengers in outlying areas of Monroe, Owen, Putnam and Lawrence Counties in the early morning 6:00 a.m.- 8:30 a.m. and late afternoon 3:30 p.m.- 6:00 p.m. to Spencer, Bloomington, Bedford, Mitchell, and Greencastle. The passenger contacts the Rural Transit County Coordinator, preferably 72 hours in advance, to arrange their transportation.

County Services – county rural and non-urban demand response services reaching passengers in townships in Monroe, Owen and Putnam Counties one or more assigned days per week. The passenger contacts Rural Transit preferably 72 hours in advance. County services are countywide available weekdays. Weekly service from Lawrence County to Monroe County linking with Bedford's TASC, Mitchell Bus Service, Bloomington Transit, VA clinics and locations was selected by passengers.

The existing services are more thoroughly described in the proposed project section of this proposal.

2. The Service Area of Monroe, Owen, Putnam and Lawrence Counties includes 1708.6 square miles with a total population of more than 245,410. Bloomington, Ellettsville, Spencer, Bedford, Mitchell, Oolitic, Greencastle and Cloverdale are the major service centers and areas of concentrated population. The four county area includes regional hospitals, medical complexes, Veteran's clinics, services, commercial activity, federal and state government offices, Ivy Tech State Colleges, Indiana University and DePauw University. New businesses are attracted to the area with workers from the entire service area. Economic and population expansion continues attracting many recent retirees to add to the mix of the population.

	Population	Square Miles
	(Information from 2012 STATS Indiana)	
Monroe	141,019	394.3
Owen	21,380	385.2
Lawrence	46,078	448.8
Putnam	37,750	480.3
TOTAL	246,227	1,708.6

The Rural Transit service area includes both rural and small urban areas, with pockets of industry, large and small business, Ivy Tech State College and a super-mart west of Bloomington. State Road 46, which is the primary east-west road used by Rural Transit Express Services between Spencer, Ellettsville, and Bloomington, has extremely heavy use and congestion (one of the highest in the state) and Highway 48, also a primary east-west road, has heavy use and congestion as a major transportation artery in Monroe County. State Road 37 is the primary north-south road used in the area connecting residents with Indianapolis to the north and Bloomington, Needmore, Oolitic, Bedford and Mitchell to the south. The fourth major highway is State Road 45 running northeast to Unionville and Brown County and southwest to Stanford and on to Bloomfield and Greene County. The fifth highway is State Road 67 and US 231 connecting Spencer to Gosport, Carp, Greencastle and Cloverdale (north) and Freedom, Farmers, and on to Worthington (south). The sixth major highway is State Road 50 in Lawrence County, east from Leesville and west through Bedford and Harleyville to Huron and Shoals. The service area also includes many rural roads and hilly scenic southern Indiana terrain.

Worker transportation patterns to and from Monroe County continue to affect our services and help us evaluate the changing needs of commuters. We used the Stats Indiana Annual Commuting Trends Profile for 2012* to chart these county transport patterns and have attached source material in Exhibit A.

		County of Work			
		Monroe	Owen	Lawrence	Putnam
County of Residence	Monroe	72,531	439	482	55
	Owen	2,228	9,170	20	657
	Lawrence	3,585	24	23,691	<10
	Putnam	69	83	<10	16,918

*Please note that the commuting data listed above is for workers only and does not include individuals who require transportation for medical, legal, personal, education, recreation, or shopping trips.

According to the STATS Indiana, the elderly population (people 65 and older) in our four county service area totaled approximately 32,882 in 2013.

The Per Capita Personal Income in 2012 was \$32,962 for Monroe County, \$32,008 for Owen County, \$32,808 for Lawrence County, and \$33,289 for Putnam County. Our four county service area has an elderly population averaging 14.8% of the total population, higher than the overall state average of 13.9%.

County	# of Persons 65 and Older	Percent of County Population
Monroe	15,647	10.0
Owen	3,524	16.6
Lawrence	8,127	17.7
Putnam	5,584	14.9
TOTAL	32,397	14.8 (Average of 4 Counties) (State Average 13.9%)

3. Annual Passenger Trips Provided in last ten years:

159,460 in 2002
164,260 in 2003
169,326 in 2004
157,123 in 2005
158,908 in 2006
157,939 in 2007
154,474 in 2008
158,945 in 2009
192,147 in 2010
154,402 in 2011
114,466 in 2012
118,674 in 2013

4. Types of Passengers beginning with the largest number served are:

Elderly	Students	Veterans	Families
Low-income	Disabled	Minority	Moderate Income
Workers	Frail	Youth	Environmentalists

B. PROPOSED PROJECT

1. OPERATING PROJECTS

(a) Types of services to be provided through the FTA Section 5311 Grant:

Continuing Service 1. **Monroe, Owen and Putnam Express Services:** (Route Deviation): Six Express buses each with different routes. The frequency varies from a minimum of 30 minutes up to 2 hours in Monroe, Owen and Putnam Counties. Rural Transit Express Services are run Monday through Friday from 6:00 a.m. to 10:30 p.m. with frequent service at the 3rd and Walnut Street Bus Terminal in Bloomington (at which Rural Transit has three spaces with signage) and at Ivy Tech State College and the Park 48 industrial areas. The service will deviate to reach passengers who call within service of the route. Express Services reach the major population centers in Spencer, Ellettsville and west of Bloomington including Westbury Village, Curry Pike, Ivy Tech

State College and Park 48 Industries/ Corridors, Wal-Mart, Monroe Hospital, and Westside Smith and Vernal Pike housing and businesses. Each includes access to local employment, shopping, medical, education, social services and businesses, and then on into Bloomington, offering free transfers among Rural Transit, Bloomington Transit, and Indiana University Bus Service.

The "Express Service" reaches major population growth areas, shopping, medical, and business areas in Spencer, Ellettsville, and western Monroe County. Schedules have been coordinated and free transfers adopted to assist passengers. Transporting baggage is also available.

The Greencastle Express Services reaches the area in and around the town including City Hall, the county courthouse, Senior Center, Library, DePauw University, Ivy Tech State College, Wal-Mart and other businesses and housing in the area. Same day service is available on weekdays.

Rural Transit's Express Service accommodates the disabled. All Express Service vehicles are lift-equipped.

Continuing Services
(County wide with
pre-arranged trip
request)

Sweep Services: (Demand Responsive-Entire Four County Area) Service reaching the rural areas in each county linking them with cities in their counties is provided each weekday morning from 6:00 a.m.- 8:30 a.m. and late afternoon from 3:30 p.m.- 6:00 p.m. These vehicles sweep through rural areas to expand services to passengers and rural areas while improving the overall efficiency of the services. This is a popular, well used service for many low-income passengers as well as disabled or frail individuals, elders, and college or private school students, and it is available during these peak transportation periods of the week.

Each county's Sweep Service has buses with service dividing the county. These buses bring passengers into Bloomington, Spencer, Bedford, Mitchell, Cloverdale, Greencastle and Bainbridge in the early morning and back home in the late afternoon.

Continuing Service

"County Services" (Demand Responsive by Townships) These trips are county wide with pre-arranged trip request and same day response if possible. Service is established for days of the week and service areas with respect to pickup points and exact time of pickup and return as determined by passengers. Passengers in each township in the service area have "county services" weekdays, at least one day each week. These county-wide demand response services are diversified in that they provide residential door-to-door service for passengers who call the operations center in

advance to schedule the service. Small communities (Unionville, Dolan, Hindustan, Smithville, Stanford, Harrodsburg, Modesto, Fairfax, Clear Creek, Sanders, Mt. Tabor, Stinesville, Carp, Quincy, Gosport, Patricksburg, Freedom, Coal City, Vandalia, Whitehall, Cataract, Jordan, Cunot, Cloverdale, Reelsburg, Roachdale, Bainbridge, Heritage Lake Springville, Williams, Heltonville and Oolitic) in Monroe, Owen, Putnam and Lawrence Counties, as well as the rural areas, are served by the "county services." A schedule for the days of county service for these communities is established and changed as required to meet the needs of the passengers.

Continuing Service

Lawrence to Bloomington Service: (Demand Responsive) 8:15 a.m. – 3:45 p.m. Countywide with pre-arranged trip request. Links with the sweep service to reach the entire county. This service runs each week between Mitchell and Bedford, Harrodsburg and on to Bloomington and returns. The service reaches the new Veterans Clinic in Bloomington and other Bloomington locations of interest and also links up with Bedford TASC, Mitchell Bus Service, Bloomington Transit, Indiana University Bus Service and other Rural Transit services. Free transfers between Rural Transit, Bloomington Transit and I.U. Bus Service are accepted.

Continuing Service

Lawrence County Service: (Demand Responsive Service) County wide with pre-arranged trip request and same day service if possible. Lawrence County Rural Transit offers service to everyone in the County's rural and non-urban areas for shopping, medical appointments, education, recreation, etc. linking with Bedford TASC and Mitchell Bus Service.

Continuing Service

Putnam County Service: (Demand Responsive Service) County wide with pre-arranged trip request and same day service if possible. Putnam County Transit offers service to everyone in the County for employment, shopping, medical appointments, education, and recreation, etc. Sweep Services will be offered to maximize service during peak hours.

Note: Rural Transit Service maps are included in Exhibit B.

Number of Vehicles in Service:	
Express Services	6
Sweep and County Services	15

(Sweep vehicles may provide county services)	
Lawrence to Monroe Service	1
Other Service Information	
Back-up Vehicles Required	6
Staff Vehicle (donated Ford truck and donated minivan)	2

FARES	One County	Two Counties	Three Counties	Four Counties
Express	\$1.00	\$2.00		
Demand Response	\$3.00			
Express Pass	\$18.00/20 rides			
Demand Response Pass	\$25.00/10 rides		Transfers: Free	

(b) The proposed project is a continuation of existing services in Monroe, Owen, Putnam, and Lawrence Counties' rural and non-urban areas coordinating with Bloomington, Bedford and Mitchell Public Transit services.

(c) Special Programs and Services for Target Groups: The Elderly, the Disabled and the Low-Income.

Transit for disabled and frail are needed and provided. Rural Transit operates lift-equipped vehicles in each county, and offers pre-arranged ADA Demand Responsive shared rides for those persons with mobility problems. All drivers are trained to transport and assist passengers with impairments. Service to local hospitals, clinics and doctors is frequently requested through this service.

Disabled and frail workers are among those benefiting from the sweep services connecting rural and non-urban area residents with urban industries and commercial areas. Many would be unable to get to and from a job without Rural Transit.

The targeted populations for county services are the elderly, veterans, the disabled, and families and children in the rural and non-urban areas. The inclusion of senior centers and sites to which the elderly and disabled are requesting access as passenger collection points is one example of reaching these populations. County Services have proven to be of special service to elderly and disabled persons for access to local shopping centers and medical facilities. Rural Transit's service transporting veterans to the new Bloomington VA Clinic is a much-needed service as well as

transporting low-income people to the Volunteers in Medicine Clinic, Community Kitchen, local food pantries and employment services.

All services provided by this project are available to the general public including students. Indiana University, DePauw University and Ivy Tech students are frequent passengers. 88% of Rural Transit vehicles are adapted to accommodate wheelchair-bound riders. Vehicles without lifts will be scheduled on routes that have back up linkage to serve those requiring or requesting a lift for access to the vehicle.

2. Capital Projects: Purchase of two new vehicles – 16-passenger transit vehicles

C. PROJECT IMPLEMENTATION

1. Operating Project Budget (Attachment 1)
2. Budget Worksheet and Analysis (Attachment 2)
3. Capital Budget (Attachment 3)
4. Intercity Planning and Marketing Budget (Attachment 3) NA
5. Procurement NA
6. SYSTEM OPERATION

A. Rural Transit System Organization

The Monroe County Board of Commissioners shall contract with the Rural Transit Division of the Area 10 Council on Aging of Monroe and Owen Counties, Inc. as the provider of public mass transportation services for Monroe, Owen, Putnam and Lawrence Counties. The Board of Commissioners of Owen county established a Memorandum of Agreement on October 27, 1980 with the Board of Commissioners of Monroe County to establish a joint transportation system serving their constituencies, and agreeing that the Board of Commissioners of Monroe County shall apply for Operations Assistance under Section 18 of the Federal Transportation Act of 1964, as amended, and shall act as the sole fiscal and administrative agent.

The Board of Commissioners of Lawrence County established their work with the Monroe County Commissioners for rural transportation in Lawrence County on June 8, 2000 and has proceeded with their agreement for Lawrence County's Rural Transit. Memorandums of Agreement with Owen County and Lawrence County have previously been submitted to INDOT's Public Transit Section.

An agreement between the Board of Commissioners of Putnam County and the Board of Commissioners of Monroe County to establish a joint transportation system serving Putnam County residents, agreeing that the Board of Commissioners of Monroe County shall apply for Operations Assistance under Section 18 of the Federal Transportation Act of 1964, as amended, and acting as the sole fiscal and administrative agent, was finalized prior to service beginning in Putnam County in January of 2009.

The Board of Commissioners of Monroe County and the Area 10 Council have specified that the Area 10 Council's Executive Director, Kerry Conway, shall serve as the project's Executive Director, and shall be directly responsible to the Area 10 Council and the Monroe County Board of Commissioners for the management of the FTA Section 5311 Operations and Capital equipment purchases.

The project has local committees assisting with services and coordination. They are the Putnam County Transportation Committee, the Lawrence County Transportation Committee, and the Bloomington Metro Planning Organization and its Technical Advisory Committee which includes Rural Transit.

The Executive Director and the Rural Transit Manager, Susan Chambers, are directly responsible for the FTA Section 5311 Public Mass Transit program, including: compliance with all contracts and regulations, capital procurement, recruitment, hiring and promotion of all operations, budgets, approval of expenditures, program development, working to assure quality service, productivity of services and staff, and producing cost effective public transportation.

The Rural Transit's management staff is headed by the Rural Transit Manager who is responsible for supervision of Rural Transit County Coordinators, drivers, and operations personnel, working to assure vehicle safety and productivity. The Deputy Transit Manager assists with both personnel and operations. A Rural Transit Organizational Chart is attached in Exhibit C.

B. Service Provider

The Service Provider shall be the Rural Transit Division of the Area 10 Council on Aging of Monroe and Owen Counties, Inc. The Area 10 Council is also referred to as the Area 10 Agency. The Area 10 Agency is a non-profit human service agency. This service agreement is a multi-year agreement included in the 5311 application packet.

C. The Management Plan

The experience of the transportation management and operations personnel includes years of successful FTA public mass transportation service management by the Monroe County Board of Commissioners and the Area 10 Council which includes administering both operating and capital grants. The Area 10 Council has been a public mass transportation provider since 1981. The Public Service Commission of Indiana has authorized the Area 10 Council for the operation of motor vehicles as a common carrier of passengers intrastate, and issued a Certificate of Public Convenience and Necessity, Certificate No. 13094-A, 1. Since 1981, the Area 10 Council has operated within the Motor Carrier Act, complying with all laws and regulations of public mass transportation of passengers, collection of fares, filing and adherence to routes, schedules, and time tables.

Rural Transit's Management Personnel include Kerry Conway, Executive Director of the Area 10 Agency on Aging. The Rural Transit Manager position was filled by Susan Chambers after the retirement of Doug Norton at the end of 2013. Susan Chambers had previously been the Dispatch manger in Monroe County, as well as County Coordinator. She is now responsible for compliance with federal, state, and local requirements, regulations and policies. She will work to increase the services within all of our service communities while continuing the efforts to improve project efficiency. Great strides have been made in the area of efficiency due to the hard work of Herb Ault and Lisa Salyers, our dispatch personnel. Julie Decker, Rural Transit Administrative Assistant, has greatly improved our ability to track trends in ridership and accurately record all areas of recordkeeping. This adds to our current and future ability to increase efficiency. Susan Chambers is looking at new ways to service more people within our communities, working with our counties of Service Transportation Committees, building communication and cooperation with various agencies advocating for increased transportation opportunities.

Rick Ramsay, Lawrence County Coordinator, Patricia Goss, Owen County Coordinator, and Cheryl Dees, Putnam County Coordinator have each worked to supervise staff and improve services in their county. All three County Coordinators have private transportation and management experience.

Maintenance Program

Greg Boruff, the Head Mechanic, brings years of experience as a mechanic and owner of a vehicle maintenance repair garage. He and Steve Stancombe attend to the maintenance of all vehicles, including regular preventative maintenance and repairs. Greg Boruff's skills with

the vehicle communication equipment, lifts and electronics add to the expertise of this staff. They perform all work that can be completed on site. They are respected by the entire Rural Transit staff for their work and commitment to vehicle safety.

The maintenance program for the Rural Transit system starts with all drivers checking for defects and inspecting their vehicles daily. At the end of the day, or before if needed, the Vehicle Operator Inspection reports are reviewed before preparation of the next day's vehicle schedule for possible work orders. Vehicle repairs are scheduled based on work orders, preventative maintenance schedules, and any emergency repairs needed. If a vehicle needs repairs that cannot be performed on site, the head mechanic schedules that vehicle to be repaired at an outside garage that gives Rural Transit priority service at a negotiated lowest and best price. He inspects all contracted maintenance after completion to assure quality maintenance and to verify expenses incurred.

Vehicle maintenance records are placed in the maintenance management information system, which helps to identify when inspections are due and to call attention to any special maintenance problems requiring attention. Scheduled routine maintenance is performed at the 6,000 mileage periods or as needed. Annual maintenance and inspection is also performed. During maintenance, specified parts are inspected and replaced or repaired where appropriate.

The Vehicle Maintenance Program includes the following reports, inspections, ledgers, and information generated:

- Daily Vehicle Operator Inspection Report
- Vehicle Maintenance Record
- Daily Fueling – Servicing Inspection
- Roadcall Report
- Work Order
- Purchase Requisition and Price Quotation
- Regular Preventative Maintenance Service (every 6,000 miles or as needed)
- Annual Maintenance Service and Inspection

Individuals Responsible for Maintenance

The Rural Transit vehicles' maintenance is the direct responsibility of the Head mechanic and mechanics. They are responsible for vehicle inspection, preventative maintenance and diagnosis, repair of vehicles, and inspections after repairs. A complete set of tools and equipment for vehicle maintenance and repairs is provided for the mechanics. The mechanics are within radio or phone contact of all Rural Transit drivers to advise and assist with on-road vehicle problems.

The mechanics work with mechanical technicians and specialists in order to keep the fleet in optimum condition. The non-agency work includes body work, tires, wheels, alignments, and some major repairs.

Preventative Maintenance

Daily Inspections and Operations – Vehicles are inspected daily by each driver as well as by a maintenance staff member for preventative maintenance. The mechanics are available each weekday before Rural Transit vehicles leave for their route to assist with problems found during the drive inspection. They are in radio contact with the drivers of the vehicles during the day to discuss any special problems that may occur during the day while the vehicle is in operation and to respond to maintenance calls.

6,000 Mile and Annual Inspections – The mechanics inspect, drive, and service each vehicle during 6,000 mile and annual intervals. Schedules are followed for each identifying part to be inspected and serviced for each interval.

Accurate Diagnosis and Repair of Vehicles – Replacement parts are inspected to insure that any new part installed is functioning and appropriate. Replaced parts are inspected to determine the type of wear on the part and to analyze the cause in order to determine further preventative measures.

Maintenance histories are kept on each vehicle, as well as total vehicle miles. These records have proven useful in preventative maintenance and project management.

We plan to continue to extend the useful life of Transit vehicles through Rural Transit's careful and complete maintenance program, and with the new ARRA vehicles, hope to remove the high repair cost vehicles.

Vehicle Storage and Fuel – All vehicles are fueled at local Speedway stations under a reduced price agreement. Monroe County vehicles are cleaned and stored in a secured, fenced lot with a garage and vehicle storage facility in Ellettsville. Owen County vehicles are stored adjacent to the Rural Transit office in Spencer. Lawrence County vehicles are stored at 2407 16th Street in Bedford. Putnam County vehicles are stored in the fenced, secure lot with the City of Greencastle.

Vehicle Cleaning – Vehicles from Monroe and Owen County are cleaned in Rural Transit's bus wash. Other vehicles are cleaned at a Bedford car wash. Putnam County vehicles are cleaned at a Greencastle car wash. Vehicle exteriors and interiors are cleaned daily and inspected to be sure the vehicle is clean and safe for use. Any damages are repaired either in-

house or through a service contract if the repair cannot be handled in-house.

Vehicle Cleaning Schedule

- | | |
|----------|---|
| Daily: | Remove all trash and garbage
Sweep and vacuum interior
Wash exterior (at least twice a week and daily if possible) |
| Weekly: | Wet mop interior with detergent and disinfectant solution
Clean seats, dashboard, and interior doors with detergent and disinfectant |
| Monthly: | Wash all interior glass windows and mirrors with a cleaning agent |

D. Marketing Plan

Rural Transit hopes to provide 140,000 rides in 2015. Rural Transit will increase its marketing and public information activities with the public to improve understanding of the public mass transportation services, how to ride Rural Transit and "Get around Monroe, Owen, Lawrence, and Putnam Counties." This includes distribution of Rural Transit brochures and flyers in local businesses, other public transit offices, and local "user areas," Rural Transit radio spots, flyers announcing service, and special Rural Transit promotions. This ongoing marketing will be complemented by periodic articles and brief ads in the Bloomington *Herald Times*, Spencer *Evening World*, Bedford and Lawrence County *Times-Mail*, Greencastle *Banner-Graphic*, and Ellettsville *Journal* to bring the public up-to-date on their Rural Transit services. Rural Transit is listed daily in The Spencer *Evening World* as an "Owen County Special Assistance Contact." Ellettsville's *Journal Extras* are free to the public and inserted in local mailboxes and contain Rural Transit information. These free publications help us reach the low-income population regularly. *Hoosier Topics*, a free newspaper serving northern Owen and southern Putnam Counties, will be added to our advertising program.

Radio announcements aired both as a public service and in exchange for advertising on the vehicles will be expanded. Rural Transit is also featured in local radio talk shows. Lawrence County has increased radio air time over the last year. We plan to continue to increase our spots on all community access programs and public service announcements in all four counties.

Public Television access has also been included in the Rural Transit promotional program running on Channel 42 and on WTIU. In addition,

Rural Transit's Internet website has been revised to improve public transportation information.

Rural Transit's marketing philosophy focuses on improving ridership by cost effective means, meeting the needs of existing and potential transit consumers, and increasing understanding of the of the Rural Transit system by the community at large, its consumer-oriented features, and its benefits.

Special marketing activities include the following:

Published Marketing Materials – We publish and circulate the following Rural Transit Brochures: Express, Sweep, and County Services for Monroe and Owen Counties is attached as Exhibit D. The Rural Transit marketing materials feature connections and free transfers to all Bloomington transit systems. Rural Transit posters and brochures are now printed in color to reach a broader segment of the population.

Connecting with Bloomington Transit & Indiana University Bus Systems: Marketing features the RT-BT-IU link to heighten the awareness of potential consumers to use the three systems to access employment, education, services and shopping, and increase consumers' awareness of their ability to reach necessary destinations through connections at the common stops of 3rd and Walnut or IU Park & Ride. For example: (1) a rider who travels on BT from his/her home within the City of Bloomington to 3rd and Walnut where he/she connects with Rural Transit to go to classes at Ivy Tech State College, or (2) a Spencer resident, dependent on public transit, who travels by Rural Transit to 3rd and Walnut in Bloomington and transfers to BT for travel to his/her Bloomington employer, or (3) an Ellettsville resident rides Rural Transit to IU's Park and Ride lots and transfers free to an IU Bus for transport to work or attend classes.

Free transfers bring Rural Transit new passengers in a cooperative campaign with Bloomington Transit and I.U. Bus Service. With the transfer systems in place, passengers may access Monroe, Owen, Putnam, and Lawrence Counties in addition to Bloomington.

Marketing Outreach Includes:

- ♦ *Ivy Tech* – by Rural Transit schedules distributed to students during Ivy Tech's August and September orientation sessions. Ivy Tech has a Rural Transit bulletin board with continued posting of Rural Transit information. Ivy Tech regularly features Rural Transit in its information.
- ♦ *Park 48* – Rural Transit works with Park 48 businesses to extend service to their employees and customers.

- ◆ *Indiana University and DePauw University* – Rural Transit is included in public transit promotion and Rural Transit information added to university publications.
- ◆ *McDonald's, Senior Centers, McCormick's Creek State Park/Spencer and Spring Mill State Park/Mitchell and Lieber State Park/Putnam County* – Rural Transit schedules are available. Other merchants have information as well.
- ◆ *Shopping Plazas, Libraries, and Major Housing in the Four County Area* – Rural Transit schedules and other information are available at all these Rural Transit stop locations.
- ◆ *Bloomington Hospital, Monroe Hospital, Dunn Memorial Hospital, Bedford Medical Center, and Putnam County Hospital* – Rural Transit schedules are posted in each hospital, and hospital discharge planners are made aware of Rural Transit services.
- ◆ *WalMarts in the Four Counties* – Posting Rural Transit schedules and featuring Rural Transit tables for handouts and information on how to access the service.

Chamber of Commerce Participation – Publications: Area 10 Rural Transit maintains membership and participation in Ellettsville, Bloomington, Spencer-Owen, Greencastle-Putnam and Bedford-Lawrence Chamber of Commerce organizations continuing to provide updated information on Rural Transit services. Meeting with these organizations has proven to be an effective and cost efficient means of reaching owners, employees, and customers of the many businesses and organizations who are members of the Chamber of Commerce. Chamber memberships allow our Rural Transit management personnel the opportunity to network and communicate regularly with other business and community leaders in all service counties.

Community Agencies and Organizations – Rural Transit schedules are distributed to community agencies and organizations, with the request to provide these to potential Rural Transit customers served by these organizations and presentations on transit services are also made to community groups. We've placed Rural Transit information in the National Black Review the past three years providing outreach to minorities.

Special Events – Rural Transit participates in a number of special events to increase awareness and understanding of service availability. These include the festivals and parades held in Monroe, Owen, Putnam and Lawrence Counties plus the Community Safety Day display at the malls, featuring Rural Transit lift-equipped vehicles.

Rural Transit information is also included in the Over 50 Directory – featuring a full page for Rural Transit services in addition to the transportation listing, as well as on the back of Senior Games shirts worn by seniors year round.

Samples of some of Rural Transit's current marketing information are in Exhibit E.

6. SYSTEM PERFORMANCE

a. Rural Transit Performance Monitoring and Evaluation Procedures:

Rural Transit performance monitoring and evaluation is the responsibility of the Agency Executive Director, Transit Managers, the CFO, and Operation Managers. Ongoing procedures include annual performance evaluations, unannounced on-time performance, route and service monitoring, and driver and operations monitoring. Quality Assurance includes riding in the vehicles, talking with passengers, focusing on drivers, safety, on-time performance, Rural Transit services, and schedule reviews for convenience and community access.

Evaluations include the following:

- Fare revenue
- Operating expense by line item and total
- Passenger boardings
- Vehicle hours
- Fuel consumption
- Vehicle miles
- Trip denials
- Accidents
- Road calls
- Fleet for the quarter
- Demand responsive service performance
- Express and Sweep service performance
- Drug and alcohol testing and training
- DBE volume
- Operating expenses and income
- Operating average cost per boarding

Significant variances are noted and reasons for the variance are investigated, explained, and appropriate corrective action is taken if it is within the scope of Transit Management. Major corrective action is recommended to the Managers, County Coordinators, and if required to the Transportation Advisory Committees or Area 10 Council for their review and action.

Annual evaluations are made of the following operating statistics, with analysis and corrective action discussed and technical assistance requested where appropriate.

Operating expense	Passenger trips
Fare revenue	Road calls
Vehicle hours	Accidents
Vehicle miles	

Passenger suggestions and evaluations are sought each year. Service comparisons are made over a multi-year period for passenger trips, vehicle miles and fare revenue. Trends are studied, significant variances are researched, and corrective action is considered for implementation to improve the service's productivity and quality. The following factors are also evaluated and compared:

- Expense/total vehicle hour
- Expense/total vehicle Mile
- Expense/passenger trip
- Drug and alcohol testing results

On-time performance is evaluated as well as manager's, coordinator's, trainer's, driver's, and operation's performance. The effect of the drivers and operations performance on Rural Transit's services, schedules, and the overall system performance is a basic element.

Service convenience and efficiency is evaluated on a route-by-route basis to improve passenger convenience and increase passenger trips through improving routes, schedules, vehicles, drivers, and operations performance.

Additional performance factors evaluated include vehicle down time, backup vehicles required, service productivity, advertising revenues, and unmet service requests.

Passenger surveys are performed for the purpose of service evaluation and improvement. Transportation Advisory Committees assist with the evaluation and make recommendations for improvement. Public input is encouraged and received weekly.

Rural Transit Performance Standards

- Minimum number of passengers per route
- Maximum dead head miles per route
- Maximum accidents per year for a driver at fault
- Maximum operating expense/vehicle hour
- Maximum operating expense/passenger trip

Rural Transit experiences a high level of service to the disabled, especially those in wheelchairs, requiring careful inspection of route and service capacity and on-time performance. This continues to be a cause of increased expenses. Operations staff and the Transit Manager continue working with these passengers and drivers to improve efficiency.

b. Transit's Cost Containment and Revenue Generation

Cost Containment – Rural Transit cost containment begins with the development of a line item budget as the basis to meet the mass transit needs at a reasonable expense. This budget is a zero-based budget, built on cost analysis to meet basic service needs and not simply carried over year to year. Operating costs are contained through a purchase order system requiring prior approval by the Chief Fiscal Officer and Executive Director before expenditures are authorized. Labor costs are contained by including part-time employees and participation in job training programs. These systems require careful screening of applicants and comprehensive job training to insure the quality of the service is maintained. The drug and alcohol testing requirements and quality assurance also add to service costs. Therefore, productivity is even more vital.

Maintenance and service costs are being contained through Rural Transit's involvement in vehicle repairs and maintenance, and with the regular vehicle cleaning and inspections. Rural Transit's management will work with mechanics and drivers to insure vehicle repair, cleaning, and preventative maintenance to improve cost effectiveness, with safety and passenger comfort as the primary goal.

Fuel costs have been reduced through Rural Transit's agreement with Speedway to purchase fuel at a reduced rate. This agreement continues.

Indirect expense is contained by cost sharing with other Agency departments.

Revenue Generation – The Rural Transit Services are reviewed to improve productivity and to better serve area residents, especially the rapidly increasing population areas. Service request denials are reviewed and routes reviewed to better serve Monroe, Owen, Putnam and Lawrence Counties. Passengers are also told how to best insure their trip request. A decrease in passenger fares continues due to Rural Transit's efforts to serve low-income people and to encourage the purchase of monthly passes. Revenue to replace this decrease is being sought locally.

The Express Services, Sweep Services and County Schedules are analyzed and revised as needed. Special efforts have been made to generate additional fare revenue with no cost increase by adding passengers at common pickup locations.

Continuing to develop the newest transit services in Putnam and Lawrence County to meet the needs expressed by the agencies and citizens remains a priority. Service monitoring and evaluation is a priority as well.

The monthly pass and fare revenue effectiveness is analyzed to determine if additional resources can be tapped. With the economic downturn, public transit becomes a family solution. Helping the public understand that Rural Transit is a service for everyone was a goal of 2014. In 2015, we will continue to promote the family solution and connectivity to intercity transit.

Rural Transit will work to maintain services to all workers and students, including low-income, frail and disabled persons with the goal to improve cost effectiveness by increasing the number of passengers per vehicle. The Rural Transit Managers meet with the four county Associations of Retarded Citizens and a variety of senior citizen groups to discuss transportation opportunities, needs, and challenges, and how Rural Transit can effectively and efficiently address their requests and generate revenue to support these needed services. Communication with local universities and colleges, private schools and area businesses to determine need for our transportation services and the timing of the service is a priority. We will also be working with the YMCA in 2015.

In 2012, Rural Transit began an effort to increase advertising revenue on buses. Currently, many of the buses regularly run advertisements on the sides and backs of the buses. We are working with an advertising company that is making great strides in the increase of our ad sales. This is becoming a good source of revenue for Rural Transit, with the bulk of ads being purchased by medical assistance programs and many large local companies, both inside and outside of the health care field. We plan to continue this marketing in 2015 to continue to diversify the funding stream.

The Rural Transit team will continue to work to better serve the public mass transit needs in Monroe, Owen, Lawrence and Putnam Counties. Improving cost effectiveness and productivity are mandates required by Rural Transit's limited resources and by the ever expanding public mass transit service needs of the area.

II. COORDINATION AND PUBLIC PARTICIPATION

A. COORDINATION WITH OTHER TRANSIT PROVIDERS

1. Coordination of Area Transportation Services

The free transfer system among Bloomington Transit (BT), the Indiana University (IU) Bus Service, and Rural Transit is being utilized and is appreciated by passengers.

Schedule coordination between these transit providers is a priority in Monroe, Owen and Lawrence Counties. This coordination greatly facilitates access to the industrial corridors, Ivy Tech and businesses, shopping centers, and medical complexes. It also enhances rural residents' access to all areas of Bloomington, Bedford, and Mitchell and to IU for students who live outside the city of Bloomington.

Additional areas of cooperation with BT include the following: three parking spots for Rural Transit bus shelter are being added for Rural Transit passengers at Bloomington's new 3rd and Walnut Street transfer station. BT bus shelters have a display rack for Rural Transit information in each shelter. BT's mechanics are consultants for Rural Transit's maintenance supervisor; and the two providers have worked together on transportation for special events. Rural Transit and BT participate in a local task force dealing with developing transportation services for disabled citizens. BT and Rural Transit management communicate regularly to improve services.

Services to community groups are being coordinated among BT, Rural Transit, and IU Bus Service to insure that there is no overlap and that all are served in the most efficient way possible. Rural Transit receives assistance from the IU Bus system in assisting disabled passengers and accessing Park and Ride and IU high traffic areas. These groups include mentally disabled citizens' centers, homes for the handicapped, a cardiac support group, a stroke victims group, family services, Middle Way House, Shalom Community Center, Community Kitchen, food pantries and community meetings. Many of the clientele for these groups live outside the City of Bloomington and beyond the IU bus routes.

Managers of Rural Transit, BT, and the IU Bus System share information, including scheduling systems, advertising, maintenance, etc. The three are cooperating to enhance IU's Park and Ride service and BT's free IU service. Cooperation is critically important during the extreme weather days and during peak visitor periods to the area.

Cooperation among Lawrence County Transit managers has been extended by Rural Transit to Bedford's Transportation Advisory Committee and Mitchell Bus System Transit managers. They are always invited to the Lawrence County Rural

Transit's Transportation Advisory Committee meetings. Their attendance improves system coordination.

Coordination is integral to the provision of successful services by Rural Transit. A Monroe County Commissioner is a former Bloomington City Council member and Bloomington Public Transit Committee member and helps facilitate coordination between Rural Transit and Bloomington Transit. An Owen County Council member assists with service coordination. The Mayors of Bedford and Mitchell each have been cooperative with service coordination.

Richland Bean Blossom Community School Corporation is a coordination partner and has found vehicles when the Rural Transit fleet was inadequate and has also referred excellent drivers to Rural Transit. Being located in close proximity affords easy coordination between the two transit systems for needed advice, cooperation and assistance. Spencer-Owen Community School's Transportation Coordinator has assisted with referral of part-time drivers and training.

Rural Transit works closely with local human service, social service, and school corporation service to provide coordination of any transportation services and to develop access where possible for rural, non-urban residents. Service coordination with Middle Way House, Stonebelt, Lawrence Association for Retarded Citizens, Putnam County Comprehensive Services, Southern Indiana Council for Independent Living, Sweet Owen Industries, Boys and Girls Club, United Way, Parks and Recreation Services, Senior Centers, Senior Citizens' meal sites, YMCA, health care facilities, and low-income housing complexes continues as we work together to better serve their clientele on limited resources.

Coordination is essential to try to assist persons whose access is threatened because their means of transportation has been eliminated due to health, disability, limited income, or lack of access through family members. The recent downturn in the economy has left many without employment and some without homes. Low cost public transportation has been of use to many, while others can no longer afford to ride.

Minutes of the Council for Community Accessibility and Bloomington/Monroe's Transportation Improvement Program are found on the City of Bloomington's Internet site. Minutes and the MPO Policy and Technical Advisory Committee are available through Rural Transit or their website: www.bloomington.in.gov/planning. The Metropolitan Planning Organization and the Technical Advisory Committee have worked to develop countywide public mass transit in Monroe and Owen Counties. The Lawrence County TAC includes invitations to County Commissioners, Bedford and Mitchell's transit managers and mayors to participate as their schedule permits.

Rural Transit has communicated with each public mass transit provider to work to improve services and coordination in these times when gas is expensive and transportation services are vital.

2. Efforts to include the public, private, and non-profit providers in the development of our current grant application include the following:

Letters and legal notices have been sent to all local providers to request their participation and comments on the proposed public transit project and inviting their input in the service development. Their participation was requested in developing this 5311 transportation application. The Monroe County Commissioners invited area input through letters. A copy of the letter and a list of providers are included as Exhibit F.

County Commissioners of all four counties welcome comments which are shared with Rural Transit, public, non-profit and private providers. The Putnam County Community Foundation has been active in providing their suggestions and input with this application as well.

3. Process for Resolution of Disputes or Conflicts.

Step 1: Public Transportation operator and other provider meet to discuss conflicts and possible resolution; if unresolved and wish to pursue:

Step 2: Hearing before County Commissioners to discuss and resolve conflict; if unresolved and wish to pursue, the private providers are notified of the state appeal process and referred to the Indiana Department of Transportation.

B. PUBLIC INVOLVEMENT

1. Public Involvement in Service Planning and Preparing Application.

- a. Rural Transit works to be sure that it is responsive to the needs of the public. The suggestions of the public are encouraged and used to upgrade services. Passenger comments and suggestions are considered in developing this application. Meetings with the Transportation Advisory Committees, County Commissioners, and passengers have been held to be sure the grant application is responsive to the needs of the community and that improvements are made to upgrade services. Passengers and interested persons were given comment sheets to offer suggestions regarding the project or to meet with Transit Managers, the Executive Director, or a member of the County Board of Commissioners to discuss Rural Transit services. These comments from our passengers are included in Exhibit G.

Transportation providers, human and social service agencies, and citizens action groups which have shown interest in public transportation are invited to participate in the development of the application. Rural Transit's staff meets with a number of citizens groups, social service agency directors, transit providers, and interested persons to discuss the transit needs and the operating project.

Public Involvement is valued, respected, and utilized to improve Rural Transit services. The Lawrence County Transportation Advisory Committee has been

valuable in the public transit planning and services. They are responsible for the increased services in Lawrence County. They met in July 2014 to review this application and offer their suggestions for necessary changes and improvements. The Putnam County Transportation Advisory Committee also met in July in Greencastle to review the progress of public transportation in Putnam County. Their review of the application and suggestions to expand and improve services in Putnam County has helped shape this 2015 application.

Rural Transit was added to the Metropolitan Planning Organization's plans for 2008-2012 and meets regularly with the MPO Technical Advisory Committee. Rural Transit's operating budget estimate was presented early to the MPO before final figures were received. 2015 and beyond brings new opportunities for Rural Transit by working with the MPO. A list of MPO TAC members and the minutes from the meeting discussing the draft Fiscal Year 2014-2017 Transportation Improvement Program are attached as Exhibit H.

b. Local Transportation Advisory Committees:

Rural Transit Transportation Advisory Committee members are:

Earl Sexton, President, Unionville Senior Center
Barry Lessow, United Way of Monroe County
Lou Pierro, Ivy Tech State College
Kim Hodges, Lawrence Association of Retarded Citizens
Ian Patton, Bloomington Transit
Jenny Vaughn, Ivy Tech State College
Rebecca Lee, HIRE Program, Ivy Tech
Leslie Green, Stonebelt ARC
Susan Chambers, Rural Transit Manager
Kerry Conway, Area 10 Agency on Aging
Interested public and Rural Transit passengers

Lawrence County Transportation Advisory Committee members are:

Trudy Wells, Hoosier Uplands
Barbara Tarr, Hoosier Uplands
Nancy Pace, Lawrence Dept. of Family and Children
Cheryl Myers, Lawrence Association of Retarded Citizens
Wanda Starr, Lawrence County Cancer Patients
Al Tolbert, Southern Indiana Center for Independent Living
Cindy Gable, Southern Indiana Center for Independent Living
Patty Robertson, Bedford Regional Medical Center
Melanie Hacker, Bedford TASC
Lawrence County Commissioners
Kristy Hardman, Mitchell Transit
Darlene Webster, LCOC
John Denny, Disabled Veterans
Carla McCain, Dunn Memorial Hospital
Mary Guthrie, Mitchell Senior Citizens

Diana Hastings, Center for Behavioral Health
Gatha Tanksley, Blue River Services
Bill Smith, First Chance
Tiara Kern, Karl Crane, and Kathy Gaddis, Rural Transit Passengers
Kim Bunge, Imagination Station Daycare
Susan Chambers, Rural Transit
Kerry Conway, Area 10 Agency on Aging
Rick Ramsey, Lawrence County Rural Transit Coordinator
Any Rural Transit Passengers
Any member of the general public

Putnam County Transportation Advisory Committee members are:

William Dory, Putnam County Economic Development
Richard Cope, Bainbridge Town Council
Jason Hartman, Bainbridge Clerk
James Baird, Gene Beck., Kristina Warren Putnam County
Commissioners
Sue Murray, Greencastle Mayor
Kraig Kinney, Operation Life Ambulance Service
Elaine Peck, Putnam County Community Foundation
Charles Schroeder, Putnam County Comprehensive Services
Dennis Weatherford, Putnam County Hospital
Jim Stevens, Putnam County Senior Center
John Davis, Town of Cloverdale Council President
Don Sublett, Town Council Member, Cloverdale
Patti Truax, Town of Cloverdale Clerk
David English, United Way of Putnam County
Tammy Amor, Greater Greencastle Chamber of Commerce
Ruth Ralph, Johnson Nichols Health Clinic
Merv Nolut and Gloria Wetnight, WCIEDD (Area 7)
Denise Hayes, DePauw University Associate Dean of Students
Cindy Babington, DePauw University VP for Student Life
Jeff Pittman, Chancellor, Ivy Tech Wabash Valley Region
Cheryl Dees, Putnam County Transit Coordinator
Susan Chambers, Rural Transit Manager
Kerry Conway, Agency on Aging
Rural Transit Passengers
Any member of the general public

2. Public Hearing. A notice of public hearing was published on July 30, 2014. There was no response from the public.

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Patty Robertson, Bedford Regional Medical Center
Melanie Hacker, Bedford TASC
Lawrence County Commissioners
Kristy Hardman, Mitchell Transit
Darlene Webster, LCOC
John Denny, Disabled Veterans
Carla McCain, Dunn Memorial Hospital
Mary Guthrie, Mitchell Senior Citizens

Diana Hastings, Center for Behavioral Health
 Gatha Tanksley, Blue River Services
 Bill Smith, First Chance
 Tiara Kern, Karl Crane, and Kathy Gaddis, Rural Transit Passengers
 Kim Bunge, Imagination Station Daycare
 Susan Chambers, Rural Transit
 Kerry Conway, Area 10 Agency on Aging
 Rick Ramsey, Lawrence County Rural Transit Coordinator
 Any Rural Transit Passengers
 Any member of the general public

Putnam County Transportation Advisory Committee members are:

William Dory, Putnam County Economic Development
 Richard Cope, Bainbridge Town Council
 Jason Hartman, Bainbridge Clerk
 James Baird, Gene Beck,, Kristina Warren Putnam County
 Commissioners
 Sue Murray, Greencastle Mayor
 Kraig Kinney, Operation Life Ambulance Service
 Elaine Peck, Putnam County Community Foundation
 Charles Schroeder, Putnam County Comprehensive Services
 Dennis Weatherford, Putnam County Hospital
 Jim Stevens, Putnam County Senior Center
 John Davis, Town of Cloverdale Council President
 Don Sublett, Town Council Member, Cloverdale
 Patti Truax, Town of Cloverdale Clerk
 David English, United Way of Putnam County
 Tammy Amor, Greater Greencastle Chamber of Commerce
 Ruth Ralph, Johnson Nichols Health Clinic
 Merv Nolut and Gloria Wetnight, WCIEDD (Area 7)
 Denise Hayes, DePauw University Associate Dean of Students
 Cindy Babington, DePauw University VP for Student Life
 Jeff Pittman, Chancellor, Ivy Tech Wabash Valley Region
 Cheryl Dees, Putnam County Transit Coordinator
 Susan Chambers, Rural Transit Manager
 Kerry Conway, Agency on Aging
 Rural Transit Passengers
 Any member of the general public

4. Public Hearing. A notice of public hearing was published on July 30, 2014. There was no response from the public.

C. COORDINATION

1. Operations

Rural Transit, BT, and the IU Campus Bus Service managers work together to coordinate their routes and schedules as is feasible to better serve the passengers and enable convenient transfers.

Managers for the transit systems discuss common issues as the need arises. Bedford, Mitchell and Lawrence County Rural Transit operations coordination continues to improve. Communication focuses on transfers and passenger needs.

Operations coordination also consists of the sharing of information with other providers. This also includes youth groups, Parks & Recreation Departments, area hospitals, day care centers, kindergartens, school corporations, United Way agencies, social service providers and private and non-profit transit partners.

2. Maintenance

Rural Transit and BT mechanics discuss technical issues as needed. Richland Bean Blossom School Corporation is also working with Rural Transit on maintenance and related purchasing. The City of Greencastle has helped with maintenance issues for Rural Transit vehicles.

3. Administration

Administrative information is shared and training coordination has been made with materials shared and joint advertising efforts. Partners in this area include BT and the Stone Belt Center, IU Campus Bus Service, Lawrence Association of Retarded Citizens, Southern Indiana Center for Independent Living, United Way, Comprehensive Services of Putnam County, and Owen and Lawrence County Community Foundations.

4. Information

The area's expanding 2-1-1 service provides callers with vital information and links to public mass transit services and private transportation services. Information on funding sources, needs assessments, and other relevant information has been shared with those who request it. Our coordination partners in this area are the Bloomington/Monroe Metropolitan Planning Organization and its' TAC and United Way of Monroe and Lawrence Counties. Bloomington Hospital has provided needs assessment coordination. County Transportation Advisory Committee members have assisted with publicity and in the development of new service opportunities.

III. PROJECT JUSTIFICATION

A. NEEDS ASSESSMENT

1. An estimated 140,000 passenger trips will be provided in 2015.

The identified mobility needs for Rural Transit services in Monroe, Owen, Lawrence and Putnam Counties have remained the same.

- a) The need for transportation of area workers to and from their places of employment;
- b) The need of the elderly and disabled for access to shopping, medical services, meals, area businesses and public service offices, recreation, and other area resources.
- c) The need for students to be transported to and from Ivy Tech campuses and link university students with other transit services and to provide students (grade school, high school, and college level) with transportation to area shopping and recreation centers and other area resources;
- d) The need of other area residents in the rural and non-urban areas for access to shopping, business, medical services, government services, recreation, and other area resources;
- e) The need for children and youth to be transported to day care centers, and recreational and sports activities.

2. These needs were identified through public meetings, Area 10 Agency on Aging needs assessments, Community Service Council Needs Assessment (SCAN), a study by National Transit Services, Inc., and a Planning Study by ATE Management and Service Company, Inc. Many of these studies are on file at the Indiana Department of Transportation or included with this application. All surveys and studies reflect an increasing need for public mass transit services in the four county Rural Transit service areas which are rural and not served by any other transit service. Taxpayers are requesting public transit to meet their needs. Rural Transit is working to meet these requests.

The Agency on Aging's Survey of the Needs of the elderly area residents (12.9 % of the total population) consistently reflects the fact that transportation ranks first as the most important need of the elderly in Monroe and Owen Counties. The Hoosier Uplands Needs Assessment for Lawrence County ranks transportation as second only to childcare services as services needing to be expanded in Lawrence County.

Survey Results	Ranking as Most Important
Transportation to Medical Appointments	First
Transportation for Handicapped/Frail	Second
Transportation for Shopping	Fifth
Total Services Ranked	29

The survey results indicate the increased importance of transportation for the disabled. Surveys of the frail, disabled (homebound) elderly also reflect transportation as the most important need. These surveys reflect that between 65% and 90% of the disabled need transportation.

According to the Department of Health and Human Services and the Administration on Aging, the older population will grow considerably in this decade, a 15% increase in numbers. They predict that by the end of 2020, 55 million people will be elderly, as compared to 35 million in 2000, a 36% overall increase. The same source estimates that the 85 and older population is projected to increase from 4.2 million in 2000 to 5.7 million in 2010, a 36% increase as well.

In addition to these sources, surveys and planning studies, public hearings held during the last decade confirm the need for public mass transportation services in the Rural Transit service areas. The Public Hearings since 1999 established the need for public transit in Lawrence County beyond the towns of Bedford and Mitchell as well as Monroe and Owen Counties. The need for public transportation in Putnam County has been evident for years. Prior to the Rural Transit services beginning in 2009, Putnam County had no public transportation methods, not even taxi service. According to The Beverly Foundation and CTAA, there are approximately 91 million people living in rural areas and more than a third are classified as transportation dependent because they have no personal transportation.

All surveys and studies reflect an increasing need for public mass transportation services in the Rural Transit area. We've included some new sources to document these needs in Exhibit A.

3. Other Existing Transportation Services Meeting These Needs

There are no other existing transportation services to meet these needs in the area served by Rural Transit. Medical transportation and emergency ambulances address only emergency and medical transportation, and at a considerable expense.

4. Capital Needs: Replacement of two 16-passenger transit vehicles for 2015.

5. Vehicle Inventory is included in Attachment 4.

B. MEETING NEEDS

1. The proposed project will meet many of the identified transportation needs through its proposed services described in the Project Description.

The "sweep" services reach the entire four county area's workers, transporting them to and from their places of employment. The routes have been developed to transport passengers between the major work centers of Spencer, Ellettsville, Bedford, Mitchell, Bloomington, the ever expanding business corridors, and other major employers in the area. Putnam County services have moved passengers to major work centers in and near Greencastle and students to DePauw University, and have transported the public, including the elderly and disabled, to shopping and entertainment.

Rural Transit Express Services are designed to address the identified needs of Spencer, Ellettsville, Greencastle and Bloomington workers, shoppers and those seeking services, as well as Ivy Tech and IU students and youth. Ivy Tech, DePauw and IU students utilize Rural Transit most frequently during the academic year, and elementary, junior high and high school students utilize the service during the summer months and in the late afternoon during the school year.

The needs of other residents in the four county area for transportation to shopping, medical services, recreation and to reach other area resources are met by both the County Services and Sweeps. Individuals utilize the Rural Transit services for a day of shopping, recreation, or medical services. Passengers using the transfer systems between Rural Transit, BT, and IU Busses combine these services to meet their needs. We have found that it is important to educate the community on ways to use public transit to address their individual need for access.

The County Service Schedule has been developed especially to address transit for elderly, disabled, low-income or rural residents for access to shopping, medical clinics, recreation, meals and much more. These county services are reaching residents in the entire four county area. The area residents can plan their day trips and set their personal schedules according to the published Rural Transit County Service Days for their township. Passenger input, area meetings and outreach assist Rural Transit to improve the County service. Most passengers appreciate the service and are willing to set their schedules around their service days and to cooperate in helping to improve Rural Transit route efficiency.

Rural Transit works to adequately meet the needs of the handicapped, disabled and frail population by providing public mass transit services which are different than individualized taxi services. Lift-equipped vehicles are dispatched to transport all on the route, including the disabled. Rural Transit's door-to-door handicapped accessible service is available weekdays on a call-in basis. 72 hour advance notice between 8:00 a.m. and 4:00 p.m. is requested but not required if transit can be provided. Care is taken to maintain a comfortable atmosphere in

the vehicles at all times. Rural Transit drivers receive specialized training for work with the frail, wheelchair-bound, developmentally disabled, and other physically and mentally handicapped individuals.

While the population of Bloomington remains about the same, the population in Monroe, Owen, Putnam, and Lawrence Counties continues to increase. The number of retirees is also increasing in our service area. Thus, the need for Rural Transit services continues to increase.

2. Rural Transit does not duplicate existing services. The area's transportation needs are too great to utilize Rural Transit's resources in these ways. Rather, Rural Transit services are designed to reach areas where no transportation exists, but the need for transportation does exist, and to provide basic public mass transit within the resources available.

The services of BT, Bedford's TASC, Mitchell Transit System and the IU Bus Service are only within city limits. Rural Transit complements these services. The free transfer system in Monroe and Owen Counties and planning Rural Transit's routes and schedules for transfers at the Bloomington bus terminal and at designated BT bus stops is an ingredient in meeting needs. The arrangements for transfers with the IU Bus System, which moves students around the IU campus while Rural Transit brings students, staff, and visitors from outside the city limits to link with the IU Bus System, is also a key ingredient.

Rural Transit feeds into BT and IU Bus Systems, bringing in passengers from the outlying Monroe, Lawrence, Owen and Putnam County areas to the downtown terminals and other bus stops used by all of these public transit providers. Passengers call these systems to arrange their needed transportation and pick up locations for transfers.

Rural Transit is the only public transit service in these county areas operating outside the city limits, and the only transportation in Owen and Putnam Counties. Industrial corridors west of Bloomington are the major employment centers and Ivy Tech and Westbury Village are serviced only by Rural Transit.

Rural Transit avoids duplication of services between itself and local social services and school systems. Local social services are very city-oriented. Rural Transit does not offer these services within city limits, therefore eliminating any duplication. Rural Transit receives many requests from social service agencies for transportation outside city limits.

Rural Transit staff work with the community in the area to maximize services and continue to work to improve the quality of Rural Transit operations while striving to maintain and improve efficiency and productivity. The basis for the service design is for Rural Transit to engage in a variety of mass transit services as a public carrier providing service in the Monroe (excluding Bloomington), Lawrence (excluding Bedford and Mitchell), and all of the Owen County area to meet the identified mobility needs. Like Owen County, all of Putnam County is

classified as rural and non-urban and has its own unique mobility needs to be addressed by Rural Transit.

3. Capital items meeting the needs: See Vehicle Inventory to include two replacement vehicles. Vehicles to be replaced are marked with an asterick.

C. ALTERNATIVE ANALYSIS NA

Attachments for Section 5311
Application Package

ATTACHMENT 1

OPERATING BUDGET 5311/5311(f)

SYSTEM NAME: Area 10 Agency on Aging/Rural Transit

PROJECT TIME PERIOD: January 1, 2015 to December 31, 2015

OPERATING PROJECT BUDGET

OPERATING EXPENSES		COST
501.01	Operator's Salaries & Wages	\$527,621
501.02	Other Salaries & Wages	\$178,500
502	Fringe Benefits	\$128,030
503	Services** EXPLAIN	\$50,700
504.01	Fuel & Lubricants	\$224,000
504.02	Tires & Tubes	\$4,000
504.99	Other Materials & Supplies**EXPLAIN	\$39,000
505	Utilities	\$36,000
506	Casualty & Liability Costs	\$57,000
507	Taxes	\$100
508	Purchased Transportation** EXPLAIN	\$0
509	Miscellaneous Expense	\$24,000
512	Leases & Rentals** EXPLAIN	\$0
517	Equipment** EXPLAIN	\$0
518	Indirect Cost Expenses**INCLUDE PLAN	\$139,100
TOTAL EXPENSES		\$1,408,051

OPERATING REVENUES		AMOUNT
401	Passenger Fares	\$80,000
402	Special Transit Fares	\$0
406	Auxiliary Transportation Revenue	\$0
407	Non-Transportation Revenue	\$0
450	Other Contra-Expenses	\$0
TOTAL FAREBOX/OTHER REVENUE		\$80,000

NET OPERATING EXPENSES **\$1,328,051**

LOCAL MATCH

General Fund	\$63,000
Other, Unrestricted Federal/State Funds (specify)	\$312,000
In-Kind (must have INDOT approval)	\$26,040
SUBTOTAL LOCAL MATCH	\$401,040

STATE MATCH

State PMTF Allocation	\$263,082
SUBTOTAL STATE MATCH	\$263,082

FEDERAL SHARE

Federal FTA 5311	\$663,929
SUBTOTAL FEDERAL 5311	\$663,929

GRAND TOTAL REVENUES **\$1,408,051** OK

Prepared by:	Natalie LeBeau	Date:	7/31/2014
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ATTACHMENT 1 (continued) - Explanation of Terms

Item 1 - Eligible Expenses

Eligible Expenses are those costs incurred in the operation and administration of the transit service during the project period, and which are eligible for reimbursement under state and federal assistance programs. OMB Circular No. A-87, Attachment B outlines costs that are eligible for reimbursement under all federal grant programs.

Some of the more common ineligible items include: entertainment; fines and penalties; charitable donations, and interest expense on long-term borrowing and debt retirement. In addition, the following five items are, in general, ineligible for Section 5311 assistance:

- Costs of advisory councils are ineligible unless the Office of Transit grants prior approval.
- For private mass transportation operators, provisions for federal, state, or local income taxes.
- Indirect transit-related functions or activities of regional or local entities performed as a normal or direct aspect of general public administration (e.g. expenses of a city council in considering transit matters).
- Depreciation accrued by public operators, depreciation on facilities or equipment purchased with public (i.e., federal, state or local) capital assistance, depreciation of an intangible asset, and/or depreciation in excess of the rate otherwise used for income tax purposes are ineligible.
- Expenses for contingencies.

Item 3 - Farebox and Other Revenues

All revenue sources used to cover eligible operating expenses must be represented in the project budget. Item 3 represents those revenues used to cover eligible expenses. These revenues *cannot* be included in Item 6(a) "local match". At a minimum, this category includes revenues from fares, discount fares and contra-expenses. Brokerage user fees should be identified under Revenue Category 406 - Auxiliary Transportation, if applicable.

Contra-expenses are revenue sources which directly offset transit expenses and which are therefore eliminated from the "net operating expense" (i.e., deficit) eligible for Section 5311 assistance. See **Appendix A** for common types of contra-expenses.

Item 6 - Eligible Local Share for Operating and Capital Grants

The eligible local share for a Section 5311 grant must be from non-FTA sources of funding, and can include local and/or state sources, and/or unrestricted federal/state funds. *At least 50% of the local share must be provided in cash or cash equivalent from sources other than unrestricted federal/state funds.*

Examples of local share funds are local appropriations, dedicated tax revenues and net income generated from advertising and concessions. Funds derived from purchase of service contracts may be treated either as local cash share or as operating revenue. The other half of the local share may be made up of unrestricted funds from other federal/state programs if so authorized by that program's Grantor Agency.

Unrestricted Federal/State Funds – Federal/State Funds are unrestricted when a Federal/State agency permits its funds to match Section 5311 funds. A current list of funds that can be used to match Section 5311 funds is available from Office of Transit. The Applicants are responsible for identifying unrestricted funds because they are held accountable by the other Federal or State Grantor agencies involved. Local funds used to match unrestricted Federal/State funds must be treated as unrestricted Federal/State funds. These sources of funds may not exceed 50% of the total local share.

ATTACHMENT 1 (continued) - Explanation of Terms

In-kind, Donations, Volunteers - In-kind contributions, volunteer services, and donations are eligible as part of the "cash" share of the local match. Such non-cash sources of local match are eligible only if the value of each is formally documented and supported. Guidance on this subject is provided in the Common Rule 49 CFR Part 18. **All in-kind sources must have prior INDOT approval to be eligible as local match.**

Intercity In-kind Match - It should be noted that on October 20, 2006, FTA approved a pilot project allowing states to use the capital costs of unsubsidized intercity bus service provided by private operators as in-kind match for the operating costs associated with connecting rural intercity bus feeder service. ***The private bus operator must agree to the use of its capital funds for this in-kind match.*** The value of the eligible capital expenses is generally calculated as one half the annual operating expenses of the unsubsidized route. This policy encourages states to follow the FTA guidance of supporting the operation of intercity bus services that connect with scheduled intercity service to distant points across the country.

As an example of how this pilot project works, assume that an intercity carrier is serving a route at a total of cost of \$400,000. INDOT could initiate a route to connect with this route and use up to \$200,000 in capital costs from the previously mentioned route as state/local in-kind match for the new service. In reality, this results in enabling the state to utilize or leverage an additional \$200,000 in Section 5311(f) funds without needing to use state or local cash funds.

A letter from the provider approving the use of their in-kind matching funds must be included in the application. This letter must include the funding amount to be used for in-kind match.

Item 6(b) - State Match, Public Mass Transportation Fund (PMTF)

Existing grantees of state funds are eligible for continued funding from this state assistance program. If they have not received State PMTF funding information by the time they have

completed their project budget, then contact the Office of Transit for this information. *Please note that in-kind labor services and contra-expenses are not allowed as local match to PMTF funds.*

Cost Allocation Plan

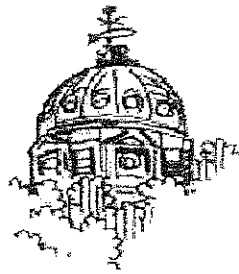
Does the Applicant propose to claim reimbursement for indirect or shared costs?

Yes _____ No _____

If yes, INDOT requires the submission of an approved *Cost Allocation Plan*. The Cost Allocation Plan must be submitted and approved by INDOT for indirect cost to be reimbursed. Otherwise, INDOT will **NOT** reimburse indirect operating cost.

Cost Allocation Plans should include the following (SeperateTemplate Attached):

- Letter to INDOT requesting approval
- Mission Statement
- Organizational Chart for your agency
- A copy of the grantees A-133 audit or if you do not prepare a A-133 audit, the audited financial statements prepared by the organization's independent CPA
- Support worksheets of expenses & computation of indirect rate
- Signed Certificate of Indirect Costs



MONROE COUNTY BOARD OF COMMISSIONERS
REQUESTED AGENDA INFORMATION FOR THE COMMISSIONERS MEETINGS

The Commissioners will not accept this item for their Board of Commissioners

Meeting if this form is not completely filled out.

Title of item to appear on the agenda:
Include VENDOR's Name in title

Stinesville Road Bridge #12; Ratification of Change Order #3

Fund Name: Cumulative Bridge Fund

Fund Number: 1135-448-30.0034

Amount: \$6,442.25

Executive Summary:

Necessary for the installation of 2 inch electrical conduit for lighting of bridge deck.

Date item will appear on the Commissioners' Agenda: August 22, 2014

Contact Person: Bill Williams

Phone Number: 349-2577

Presenter at Commissioner Meeting (if not contact person): same

Office/Department: Public Works / Engineering

County Legal Review required prior to submission of this form:

Attorney Name who reviewed: Jeff Cockerill

Is this a grant request? Yes ☐ No ☒

New or current Grant? New ☐ Current ☒

Grant application uploaded into the Grant Navigator (required) Yes ☒

TOTAL Amount of grant money to be awarded: \$5,153.80

Federal: \$5,153.80

State: \$0

Local Match: \$1,288.45

Signed: Bill Williams

Date: August 20, 2014

E-mail agenda request and all necessary documents to the Auditor's office (Connie Axsom) and to the Commissioner's Office e-mail: Commissionersoffice@co.monroe.in.us

Contract No:R -35316

Change Order No.: 003

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Page: 1

Contract Information

Contract No.: R -35316	Letting Date:07/10/2013		
District:SEYMOUR DISTRICT	AE:Ewing, Douglas	PE/S:Green, John B.	Status:Pending

Change Order Information

Change Order No.: 003	EWA: Y or Force Acct: N
Date Generated: 07/25/2014	Date Approved: 00/00/0000
Reason Code: CHANGED COND, Materials Related	

Description: 2 Inch Steel Conduit

Original Contract Amount	\$ 1,821,250.00	
Current Change Order Amount	\$ 6,442.25	Percent: 0.354 %
Total Previous Approved Changes	\$ 2,927.80	Percent: 0.161 %
Total Change To-Date	\$ 9,370.05	Percent: 0.515 %
Modified Contract Amount	\$ 1,830,620.05	

Time Extension Information

Date Initiated 00/00/0000	Date Completed 00/00/0000
Original Contract Time	SS Completion Date 00/00/0000 or SS Calendar/Work Days 0 SP Date 00/00/0000 or SP Days (SS = Standard Specification, SP = Special Provision)
Time Element Description:	
Current Time Extension	SS Days 0 SP Days 0 SP Days Value \$ 0.00
Previous Time Approved	SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____ SS Days_____ SP Days Value \$ _____
Revised Contract Time	SS Completion Date 00/00/0000 or SS Calendar/Work Days 0 SS Date 00/00/0000 or SP Days 0

Change Order No.: 003

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Required Approval Authority AE:_____ DCE:_____ SCE:_____ * DDCM:_____ *

(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) (- LE \$ 2 M -) (- GT \$ 2 M -)

(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

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

Resolved by _____ Date _____

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

Comments: _____

.....

[illegible]

Contract No: R -35316

INDIANA

Date: 08/05/2014

Change Order No: 003

Department of Transportation

Page: 3

Contract: R-35316
 Project: 0800768 - State: 0800768, 0901794
 Change Order Nbr: 003
 Change Order Description: 2 Inch Steel Conduit
 Reason Code: CHANGED COND, Materials Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0144	0800768	0042	805-01844	LFT	17.650	365.000	C	Amount: \$ 6,442.25

Item Description: CONDUIT STEEL GALV 2"

Supplemental Description1:

Supplemental Description2:

Total Value for Change Order 003 = \$ 6,442.25

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

General or Standard Change Order Explanation

This change order is to establish a new pay items for two inch steel conduit that is required for the Ornamental Lighting on bridge deck. See attached file of break down on pricing and email approval Item is required as per standard specification 807.08(b) The pricing is in range as per the Pay Items List on INDOT web site.

Change Order Explanation for Specific Line Item

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

Contractor: E & B PAVING INC.Signed By: Date: 8/6/14

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

Contract No:R -35316
Change Order No:003

INDIANA
Department of Transportation

Date:08/05/2014
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

Menard County Commissioners


(SIGNATURE)

PRESIDENT
(TITLE)

8/7/2014
(DATE)


(SIGNATURE)

V.P.
(TITLE)

8.7.2014
(DATE)

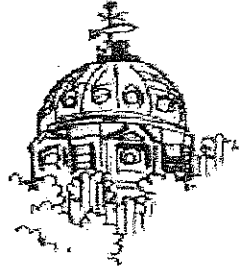
MEMBER

SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
Project Engineer/Supervisor	Green, John B.	00/00/0000	Action Pending
Federal Highway Administration	Lahndt, Leslie	00/00/0000	Action Pending



MONROE COUNTY BOARD OF COMMISSIONERS
REQUESTED AGENDA INFORMATION FOR THE COMMISSIONERS MEETINGS

The Commissioners will not accept this item for their Board of Commissioners

Meeting if this form is not completely filled out.

Title of item to appear on the agenda:
Include VENDOR's Name in title

Fullerton Pike Corridor Project; Owner-Engineer Agreement Amendment No. 7
Vendor: American Structurepoint, Inc.

Fund Name: Local Road & Street Fund

Fund Number: 1169-450-30.0009

Amount: \$211,700

**Executive
Summary:**

For Right-of-Way services necessary for the construction of Phase 1 of the Fullerton Pike Corridor Project. Services include appraising, buying, relocation, and management of this phase of the project.

Date item will appear on the Commissioners' Agenda: August 22, 2014

Contact Person: Bill Williams

Phone Number: 349-2577

Presenter at Commissioner Meeting (if not contact person): same

Office/Department: Public Works / Engineering

County Legal Review required prior to submission of this form:

Attorney Name who reviewed: Jeff Cockerill

Is this a grant request? Yes ☐ No ☒

New or current Grant? New ☐ Current ☒

Grant application uploaded into the Grant Navigator (required) Yes ☐

TOTAL Amount of grant money to be awarded:

Federal:

State:

Local Match:

Signed: Bill Williams

Date: August 20, 2014

E-mail agenda request and all necessary documents to the Auditor's office (Connie Axsom) and to the Commissioner's Office e-mail: Commissionersoffice@co.monroe.in.us

AMENDMENT NO. 7 TO OWNER-ENGINEER AGREEMENT

1. Background Data:

- a. Effective Date of Owner-Engineer Agreement: August 26, 2011
- b. Owner: Monroe County Board of Commissioners
- c. Engineer: American Structurepoint, Inc.
- d. Project: Fullerton Pike Preliminary Project Planning

2. Nature of Amendment

- ☒ Additional Services to be performed by Engineer
- ☒ Modifications to Responsibilities of Owner
- ☒ Modifications to Time(s) for rendering Services
- ☒ Modifications to Payment to Engineer

3. Description of Modifications

Attachment 1, "Modifications"

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is the date of the last required signature below.

OWNER:

ENGINEER:

Monroe County Board of Commissioners

American Structurepoint, Inc.

By: _____

By: 

Title: Patrick Stoffers, President

Title: Vice President

By: _____

Date Signed: 08-19-14

Title: Iris Kiesling, Vice President

By: _____

Title: Julie Thomas, Member

Date Signed _____

This is **Attachment 1**, consisting of 7 pages, to
Amendment No. 7.

Modifications

1. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:

Section O is added to Appendix A as follows:

O. Right-of-Way Acquisition Services

1. Project Management for Acquisition Services

- a. The Engineer shall be responsible for administration, scheduling, and coordination of all activities necessary to certify that the right-of-way has been acquired and the PROJECT(s) is (are) clear for construction letting, including meetings, conferences, and communications with property owners, attorneys, engineers, appraisers, buyers, relocation agents, and the Owner.
- b. The Engineer will submit an Assurance Letter to the Owner for signature and distribution to the appropriate INDOT District office.
- c. These right-of-way services include all reasonable services required to secure the parcels based on the approved engineering design or recommendation to the Owner that a parcel be condemned.
- d. The Engineer will ascertain that either the Appraiser or Buyer will provide each parcel owner with a copy of *How Land is Purchased for Highways*.
- e. The Engineer will submit proposed fees for subconsultants to the Owner for approval prior to contracting for the services.
- f. The Engineer will process claim vouchers and submit to the Owner for payments to property owners.
- g. The Engineer will submit each parcel file to the Owner upon completion of the described services.
- h. Upon securing all parcels, the Engineer will submit a Certification Letter to the Owner for signature and distribution to the appropriate INDOT District office.

2. Appraisal

- a. The Engineer is to perform real estate appraisals and prepare appraisal reports in accordance with *The INDOT Appraisal Manual* through the services of an INDOT prequalified appraiser.
- b. The Engineer agrees to furnish the Owner, attached to each report, all comparables used in the report, consisting of sufficient sales data in the vicinity of the project and of such

recent date that a pattern of values may be established. Each comparable property is to be identified by photograph and will be located on electronic map attached to each report that is to be furnished to the Owner.

- c. The Engineer agrees to furnish appraisals in an original plus three copies and one copy on green paper for disbursement to the parcel owner.
- d. If Waiver Valuation reports are required, the Engineer will provide an original plus three copies and one copy on green paper for disbursement to the parcel owner to the Owner for approving the report prior to acquisition of the parcel.
- e. The appraisal will conform to statutory and judicial determinations regarding non-compensable items as set forth and discussed in *The INDOT Appraisal Manual* (PDF file format is available on the INDOT website) and/or conferences between the parties.
- f. While the plans, aerial mosaics, title information, survey, parcel plats, and calculation sheets have been made with reasonable care, there is no expressed or implied guaranty that conditions so indicated are entirely representative of those actually existing, or that unlooked-for developments will not occur. The Engineer is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by the Owner and the actual conditions of the locality, or in case of errors or omissions in said information supplied by the Owner, the Engineer shall inform Owner, in writing, of any such defect, error, or omission that cannot be resolved without altering the design.
- g. The Engineer agrees to updating reports at the request of the Owner and/or testify on behalf of the Owner, on any parcels should he/she be required to do so by the Owner. In consideration for actions taken by the Engineer, the Owner will agree in writing to fees for testimony prior to the date the Engineer must testify.

3. Appraisal Review

- a. The Engineer agrees to furnish the Owner all comparables used in the report, attached to each report, consisting of sufficient sales data in the vicinity of the project and of such recent date that a pattern of values may be established. Each comparable property is to be identified by photograph and will be located on electronic map attached to each report that is to be furnished to the Owner.
- b. The Engineer agrees to furnish reviews in an original plus three copies and one copy on green paper for disbursement to the parcel owner.
- c. The Certificate of Review Report will conform to statutory and judicial determinations regarding non-compensable items as set forth and discussed in *The INDOT Appraisal Manual* (PDF file format is available on the INDOT website) and/or conferences between the parties.
- d. While the plans, aerial mosaics, title information, survey, parcel plats, and calculation sheets have been made with reasonable care, there is no expressed or implied guaranty that conditions so indicated are entirely representative of those actually existing, or that unlooked-for developments will not occur. The Engineer is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by the Owner and the actual conditions of

the locality, or in case of errors or omissions in said information supplied by the Owner, the Engineer shall inform the Owner, in writing, of any such defect, error or omission which cannot be resolved without altering the design.

- e. The Engineer agrees to update reports at the request of the Owner and/or testify in court on behalf of the Owner, on any parcels should he/she be required to do so by the Owner. In consideration for actions taken by the Engineer, the Owner will agree in writing to fees for testimony prior to the date the Engineer must testify.

4. Negotiation/Buying

- a. The Engineer will be assigned parcels of real estate to acquire on an as-needed basis. The Engineer shall make every reasonable effort to acquire assigned parcels expeditiously through buyers prequalified by INDOT.
- b. The Engineer shall make a prompt offer to acquire each parcel for the full amount that has been established and approved by the Owner as just compensation for the acquisition. The offer will be made in a Uniform Land and Easement Acquisition Offer letter that will be given to each parcel owner in person or sent by certified mail with return receipt requested. The Engineer shall also provide the parcel owner a copy of the appraisal (the appraisal copy furnished the owner will only be on light green paper) and a written statement explaining the basis for the amount that has been established. In accomplishing the above, the Engineer shall do the following:
 - 1) Make all reasonable efforts to personally contact each owner or his designated representative, explain the acquisition, and offer in writing the approved estimate of just compensation. When all efforts to make personal contact have failed or in the event the property owner resides out of state, the owner may be contacted by certified or registered first class mail or other means appropriate to the situation.
 - 2) No later than the first contact where the offer is discussed, the Engineer shall give the owner a brochure describing the land acquisition process and the owner's rights, privileges, and obligations.
- c. The owner of improvements located on lands being acquired for right-of-way should be offered the option of retaining those improvements at a retention value determined by the Engineer and approved by Owner.
- d. A revised offer and summary statement of just compensation will be provided the owner if:
 - 1) The extent of the taking is revised; or
 - 2) The approved estimate of just compensation is revised by the Review Appraiser.
- e. The Engineer shall maintain adequate records to include a report for each parcel containing but not limited to:
 - 1) The date and place of contact
 - 2) The parties of interest contacted

- 3) The offer made
 - 4) The counter offer or reasons offer was not accepted
 - 5) The signature of the buyer, date, and initialed by the person contacted
- f. The property owner must be given a copy of the report on each contact.
 - g. The Engineer further agrees that the parcel(s) will be sufficiently documented to meet the minimum standards set out in Title 49 CFR Part 24, dated March 2, 1989, and all attachments and amendments thereto. Said Title CFR Part 24, attachments and amendments are incorporated into this Agreement by reference and made a part hereto. The Engineer further agrees to follow accepted principles and techniques in purchase of real estate in accordance with existing State Laws, the *Buying Section Policy and Procedures Manual*, this "Appendix "A", and any necessary interpretation of these furnished by Owner. Any parcel that does not meet such requirements will be further documented without additional compensation to the Engineer.
 - h. When attempts to buy are successful, a signed statement is to be prepared by the Engineer to the effect that:
 - 1) The written agreement secured embodies all considerations agreed to by the property owner;
 - 2) The Engineer has no direct or indirect, present or contemplated future personal interest in the property or in any monetary benefit from the acquisition of the property; and
 - 3) The agreement was reached without coercion of any type.
 - i. When attempts to buy are unsuccessful, the Engineer shall record his recommendation for action and submit it to the Owner.
 - 1) The recommendation will consider administrative settlement, include the amount of settlement and reasons for a settlement;
 - 2) Otherwise, a condemnation report will be filled out and submitted with the completed file.
 - j. The Engineer shall provide, upon the direction of the Owner, an updated title and encumbrance report upon submission of any secured or condemned parcel.
 - k. The Engineer shall enter pertinent information on appropriate conveyance document(s) for each parcel as described in the parcel packet and verify that the document(s) is recordable for the respective county.
 - l. If condemnation services are required, the Engineer can provide them as an Additional Service.

5. Relocation Services

- a. The Engineer shall make every reasonable effort to expeditiously complete relocation activities for assigned parcel(s) through services of an INDOT prequalified relocation agent.
- b. The Engineer shall make prompt contact with the displacee to explain all Relocation entitlements for which the displacee is eligible. In accomplishing the above, the Engineer shall do the following:
 - 1) Make all reasonable efforts to personally contact each owner or his designated representative and explain all relocation entitlements. When all efforts to make personal contact have failed, or in the event the property owner resides out of state, the owner may be contacted by certified or registered first class mail or other means appropriate to the situation.
 - 2) No later than the first contact when the relocation entitlements are discussed, the Engineer shall give the owner a brochure describing the relocation process and the owner's rights, privileges, and obligations.
- c. The Engineer shall maintain adequate records for each parcel, containing but not limited to:
 - 1) The date, time, and place of contact
 - 2) The parties of interest contacted
 - 3) A list of the relocation entitlements explained
 - 4) The signature of the relocation agent and the person contacted on all applicable relocation forms. If the person contacted refuses to sign, this must be noted on all applicable forms.
- d. The Engineer further agrees that the parcel(s) will be sufficiently documented to meet the minimum standards set out in Title 49 CFR Part 24 and all attachments and amendments thereto. Said Title CFR Part 24 attachments and amendments are incorporated into this agreement by reference and made a part hereto. The Engineer further agrees to follow accepted principles and techniques of the Relocation process in accordance with existing State Laws, the *Relocation Policy and Procedures Manual*, this "Appendix A" and any necessary interpretation of these furnished by the Owner. Any parcel that does not meet such requirements will be further documented without additional compensation to the Engineer.

6. Recording

- a. Engineer shall have the conveyance documents and any other documents necessary for recordation recorded in the appropriate County immediately following land acquisition payment to the land owner. Engineer shall verify that respective county guidelines are met prior to recording.

Appendix B is revised by adding Section E as follows:

E. Owner shall provide the Engineer with the following:

1. Owner letterhead to be used to make offers to property owners
2. Owner accounts payable vouchers. If Owner does not have accounts payable vouchers, standard State Board of Accounts vouchers will be used.
3. Owner attorney contact information for review and approval of conveyance documents
4. Owner policy regarding recording of conveyance and other applicable documents
5. Owner partial mortgage release policy
6. Owner closing policy regarding total acquisitions
7. Acquisition instruments that have been prepared or approved by the Owner's legal counsel for each parcel
8. Lease agreements prepared by or approved by the Owner's attorney
9. Legal counsel or Owner-designated employee to hear and make judgment on relocation appeals
10. Legal counsel for condemnation proceedings and for legal services in connection with the Project
11. The money for all payments due to the property owner and/or the relocatee.
12. All legal services as may be required for development of the project
13. An Owner representative with decision-making authority for inquiries

Item A.5 of Appendix C is added as follows:

C. Land Acquisition

1. All land acquisition services work by the CONSULTANT under this Contract shall be completed and delivered to the LPA no later than 270 days after notification to proceed from the LPA.
2. For the purposes of contract control, the deliverables shall be submitted by the CONSULTANT to the LPA for review and approval within the following approximate time periods:
 - a. Appraisals and documentation within 60 days after notice to proceed with the appraisals
 - b. Review appraisals and documentation within 30 days after receipt of each appraisal from the Appraiser
 - c. Recording within 30 days after receipt of acceptance of offer from buying on each parcel

Item A.4 of Appendix D is replaced with the following:

4. Engineer shall be compensated for right-of way acquisition services for Phase I performed under this Agreement, including appraisals and appraisal review, buying, document preparation, handling and recording, and right-of-way management services, based on the specific cost per unit as shown in Exhibit B multiplied by the actual units of work performed. The final amount will be adjusted according to the actual units of work performed; however, the final amount shall not exceed \$211,700 unless and until a supplemental agreement is executed.

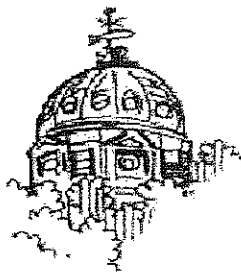
a. Appraising	\$89,100
b. Appraisal Reviews	\$44,550
c. Buying	\$39,850
d. Recording	\$2,900
e. Relocation	\$6,300
e. Right-of-Way Management	\$29,000

2. For the Additional Services or the modifications to services set forth above, Engineer's total compensation under this Agreement is revised from \$848,085 to **\$1,059,785**, an increase of \$211,700.

Exhibit B

Fullerton Pike								
Proposed Fee Schedule Dated: 8/6/2014 Fees May Change Based on Final Right of Way								
R/W Services								
Parcel	Owner	Appraising	Appraisal/Reviews	Buying (includes title update fee)	Recording *	Relo	Management Fee	R/W Services Total
1	UTL Service Board Bloomington	1,675.00	837.50	1,475.00	100.00		1,000.00	5,087.50
2	Waldrup, Bill & Phyllis	3,125.00	1,562.50	1,325.00	100.00		1,000.00	7,112.50
3	Five Bamboos Co	3,300.00	1,650.00	1,475.00	100.00		1,000.00	7,525.00
4	Phero, Gary & Ginnie	3,125.00	1,562.50	1,325.00	100.00		1,000.00	7,112.50
5	Thomas, Wade & Jane	3,125.00	1,562.50	1,475.00	100.00		1,000.00	7,262.50
6	Asset Mgmt Ctrl Group, LLC	10,525.00	5,262.50	1,475.00	100.00	6,300.00	1,000.00	24,662.50
7	W&S Investments, LLC	2,700.00	1,350.00	1,475.00	100.00		1,000.00	6,625.00
8	E&W Realty, LLC	2,500.00	1,250.00	1,150.00	100.00		1,000.00	6,000.00
9	Clear Creek Crossing, LLC	1,875.00	937.50	1,150.00	100.00		1,000.00	5,062.50
10	Edwards Family Trust	3,125.00	1,562.50	1,475.00	100.00		1,000.00	7,262.50
11	C&W LLC	2,700.00	1,350.00	1,150.00	100.00		1,000.00	6,300.00
12	Hummel, Tim & Debbie	3,125.00	1,562.50	1,325.00	100.00		1,000.00	7,112.50
13	Rink & Baxter Trust	7,400.00	3,700.00	1,475.00	100.00		1,000.00	13,675.00
14	Perry-Clear Cr Fire District	3,125.00	1,562.50	1,475.00	100.00		1,000.00	7,262.50
15	Harlow Properties, LLC	3,525.00	1,762.50	1,475.00	100.00		1,000.00	7,862.50
16	Dunn, Judith	3,525.00	1,762.50	1,325.00	100.00		1,000.00	7,712.50
17	Farrand, Bruce	3,325.00	1,662.50	1,325.00	100.00		1,000.00	7,412.50
18	Speicher, Monte & Amanda	3,325.00	1,662.50	1,325.00	100.00		1,000.00	7,412.50
19	Schuster, Stephen	3,325.00	1,662.50	1,325.00	100.00		1,000.00	7,412.50
20	PPF Co, LLC	1,975.00	987.50	1,475.00	100.00		1,000.00	5,537.50
21	Boruff, Benjamin	3,125.00	1,562.50	1,325.00	100.00		1,000.00	7,112.50
22	Dyer, Douglas NO TAKE							
23	Ramsey, William & Gloria Trust	3,125.00	1,562.50	1,475.00	100.00		1,000.00	7,262.50
24	Oren, Jerad & Tiffany	3,125.00	1,562.50	1,325.00	100.00		1,000.00	7,112.50
25	Stines, Everett & Wanda	3,200.00	1,600.00	1,325.00	100.00		1,000.00	7,225.00
26	Siscoe, Roger & Betty	3,000.00	1,500.00	1,325.00	100.00		1,000.00	6,925.00
27	Terry, Herbert	1,550.00	775.00	1,325.00	100.00		1,000.00	4,760.00
28	Kramme, Michael & Cathy	1,550.00	775.00	1,325.00	100.00		1,000.00	4,760.00
Contingency in case of sell of or other unknown issue.				2,950.00	200.00		2,000.00	5,150.00
		89,100.00	44,550.00	39,850.00	2,900.00	6,300.00	29,000.00	211,700.00

*NOTE: Should the LPA record all documents, the recording fee will not be billed.



MONROE COUNTY BOARD OF COMMISSIONERS
REQUESTED AGENDA INFORMATION FOR THE COMMISSIONERS MEETINGS

The Commissioners will not accept this item for their Board of Commissioners

Meeting if this form is not completely filled out.

Title of item to appear on the agenda:
Include VENDOR's Name in title

Hunters Creek Road; Ratification of Federal Lands Access Program Project
Memorandum of Agreement

Fund Name: Local Road & Street Fund

Fund Number: 1169-450-30.0013

Amount: \$450,000

**Executive
Summary:**

This agreement formalizes how FHWA's FLAP funds will be used in the Right-of-Way and Preliminary Engineering phase of this project.

Date item will appear on the Commissioners' Agenda: August 22, 2014

Contact Person: Bill Williams

Phone Number: 349-2577

Presenter at Commissioner Meeting (if not contact person): same

Office/Department: Public Works / Engineering

County Legal Review required prior to submission of this form:

Attorney Name who reviewed: Kevin Dogan

Is this a grant request? Yes ☒ No ☐

New or current Grant? New ☐ Current ☒

Grant application uploaded into the Grant Navigator (required) Yes ☒

TOTAL Amount of grant money to be awarded: \$450,000

Federal: \$450,000

State: \$0

Local Match: \$145,200

Signed: Bill Williams

Date: August 20, 2014

E-mail agenda request and all necessary documents to the Auditor's office (Connie Axsom) and to the Commissioner's Office e-mail:
Commissionersoffice@co.monroe.in.us

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT

Project / Facility Name: IN FLAP MNROE 343(1)

Project Route: Hunters Creek Road (County Road 343)

State: Indiana

County(ies): Monroe County

Owner of Federal Lands to which the Project Provides Access: Hoosier National Forest

Entity with Title or Maintenance Responsibility for Facility: Monroe County, IN

Type of Work:


- Right-of-way: Acquire right-of-way along the entire corridor of Hunters Creek Road (Phase I and Phase II)
- Preliminary Engineering: Finalize geotechnical and structural designs.

This Agreement does not obligate (commit to) the expenditure of Federal funds nor does it commit the parties to complete the project. Rather, this Agreement sets forth the respective responsibilities as the project proceeds through the project development process.

Parties to this Agreement: FHWA-Eastern Federal Lands Highway Division, Indiana Department of Transportation (INDOT), Monroe County, IN

The Program Decision Committee approved this project on 5/7/2014.

AGREED:



Jim Stark, Deputy Commissioner, Indiana DOT
8/11/2014
Date



Facility Owner, Monroe County, IN Patrick Stoffers, Board of Commissioners, President
August 7, 2014
Date



Director, Program Administration, EFLHD
8/12/14
Date

A. PURPOSE OF THIS AGREEMENT

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental analysis, design, right-of-way, utilities, acquisition and construction as appropriate for this programmed project, and to ensure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the NEPA process.) Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors such as issues raised during the NEPA process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

If Federal Lands Access Program funds are used for the development or construction of this project, the State of Indiana and Monroe County, IN agree to provide a matching share equal to 19.83% of the total cost of the project, as detailed more fully in Section J below. FLAP project funds are not to exceed the approved amount of \$459,000.00. Before the expenditure of any funds for which reimbursement will be sought from FHWA, the parties agree to execute a separate obligating document. No reimbursement will be made for expenditures made prior to having an obligating document in place.

B. AUTHORITY

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204, IC 4-13-2-14.3, and IC 36-1-4-7.

C. JURISDICTION AND MAINTENANCE COMMITMENT

Monroe County, IN has jurisdictional authority to operate and maintain the existing facility and will operate and maintain the completed project at its expense.

D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION

The Indiana Department of Transportation and Monroe County, IN have coordinated project development with the Hoosier National Forest. The Hoosier National Forest support of the project is documented per the signed project application received on 8/6/2013. Each party to this agreement who has a primary role in NEPA, design, or construction shall coordinate their activities with the Hoosier National Forest.

E. PROJECT BACKGROUND/SCOPE

Hunters Creek Road (Monroe County Route 343) is located along the southeastern edge of the Charles C Deam Wilderness, connecting Tower Ridge Road to State Route 446. Tower Ridge Road bisects the Charles C Deam Wilderness. The US Forest Service wants to close Tower Ridge Road to eliminate the separation and increase wildlife

connectivity. Significant repairs to Hunters Creek Road are necessary to accommodate the increased traffic.

This project will complete the right-of-way and preliminary engineering necessary to complete the roadway improvements. Temporary and permanent right-of-way will need to be acquired from residential, field, and forest land. In order to minimize impacts to forest land the roadway will need to be realigned and retaining walls will be designed. Geotechnical investigation and design for these retaining walls or rock benching will be included in preliminary engineering. Three locations along the project require construction of three-sided drainage structures that will be designed during preliminary engineering to meet Indiana Design Manual Standards.

F. PROJECT BUDGET

Item	Estimate (\$)	Comments
EFL PROJECT MANAGEMENT	\$ 9,000.00	FLAP / Local Road & Street Fund
PRELIMINARY ENGINEERING	\$ 163,200.00	FLAP / Local Road & Street Fund
RIGHT-OF-WAY	\$ 432,000.00	FLAP / Local Road & Street Fund
TOTAL PROJECT COST	\$604,200.00	

The EFL project management funds (estimated at \$9,000.00) will require a tapered match using local matching funds. The matching ratio is 19.83%. Project cost based on the current bid amount, the total available FLAP budget may not be sufficient to award the project as defined in the application. As necessary, Monroe County, IN will provide additional state or local funding to address any funding shortfall.

G. ROLES AND RESPONSIBILITIES

Responsible Party	Product/Service/Role	Comments
EFLHD	<ul style="list-style-type: none"> • Review documentation proving the project is on an approved program of projects and a TIP or STIP • Concur with identified design standards/geometrics and the project scope, schedule, and budget • Review identified lead federal agency and draft environmental documents • Review ROW certifications, and utility agreements • Review contract modifications • Attend final project inspection. Can be done electronically with photos • Provide assistance in contract disputes and claims if requested by the partner 	

Responsible Party	Predictor/Service/Role	Comments
Indiana DOT	<ul style="list-style-type: none"> • Responsible for stewardship and oversight of construction letting, bid review, contract award, and project delivery following standard federal-aid procedures as outlined in 23 CFR • Schedule and invite EFLHD and appropriate parties to public meetings • Schedule and hold pre-construction meetings and construction inspections • Notify EFLHD of any contract disputes or claims • Provide stewardship and oversight of the following documents and information: <ul style="list-style-type: none"> ○ Evidence that project is on an approved program of projects and a TIP or STIP ○ Design Standards/Geometrics to be used ○ Identified design exception approval agency ○ Evidence of funding allocation ○ Identified lead federal agency ○ Anticipated NEPA action ○ Copy of draft NEPA documents ○ Copy of NEPA action ○ Evidence of permits ○ Review of Public Notices ○ 30%, 70%, and 95% PS&E packages ○ Design exceptions ○ ROW certifications ○ Utility Agreements ○ Approval of proprietary products ○ Contract award documents for review/concurrence ○ Copy of award package ○ Proposed contract modifications for concurrence ○ Documentation of project close-out ○ Copy of As-builts ○ Copy of final voucher 	

Responsible Party	Product/Service/Role	Comments
Monroe County, IN	<ul style="list-style-type: none"> • Responsible for construction letting, bid review, contract award, and project delivery following standard federal-aid procedures as outlined in 23 CFR • Provide construction administration including stewardship and oversight for federal funded projects • Schedule and invite EFLHD and appropriate parties to public meetings • Schedule and hold pre-construction meetings and construction inspections • Provide data on traffic, accidents, material sources, etc • Notify EFLHD of any contract disputes or claims • Final acceptance of project and project closeout • Assume responsibility of the NPDES permit after project completion • Provide long term maintenance and operation of the facility • Provide the following documents and information: <ul style="list-style-type: none"> ○ Evidence that project is on an approved program of projects and a TIP or STIP ○ Design Standards/Geometrics to be used ○ Identified design exception approval agency ○ Evidence of funding allocation ○ Identified lead federal agency ○ Anticipated NEPA action ○ Copy of draft NEPA documents ○ Copy of NEPA action ○ Evidence of permits ○ Review of Public Notices ○ 30%, 70%, and 95% PS&E packages ○ Design exceptions ○ ROW certifications ○ Utility Agreements ○ Approval of proprietary products ○ Contract award documents for review/concurrence ○ Copy of award package ○ Proposed contract modifications for concurrence ○ Copy of As-builts ○ Copy of final voucher 	

H. ROLES AND RESPONSIBILITIES - SCHEDULE

Responsible Lead	Product/Service/Role	Schedule Start-Finish
Monroe County	Right-of-way	May 2015
Monroe County	Final Design	April 2015

I. PROPOSED DESIGN STANDARDS

Final design standards will be determined through the NEPA process.

Criteria		Comments
Standard	Indiana Design Manual	
Functional Classification	Minor Collector	
Surface Type	Bituminous	
Design Volume	$400 \leq \text{AADT} \leq 1500$	

J. FUNDING

Fund Source	Amount	Comments
Federal Lands Access Program Funding	\$ 459,000.00	To be used toward EFL Project Management, ROW, and Design
Monroe County, IN Local Road and Street Funds	\$ 145,200.00	
TOTAL	\$604,200.00	

The matching fund share will be documented with a PR-2 to be submitted by the Indiana DOT following submittal of required stewardship documents.

K. MATCHING SHARE REQUIREMENTS

Matching or cost sharing requirements may be satisfied following the obligation of funds to the project by: allowable costs incurred by the State or local government, cash donations, the fair and reasonable value of third party in-kind contributions (but only to the extent that the value of the costs would be allowable if paid for by the party responsible for meeting the matching share), including materials or services; however no costs or value of third party contributions may count towards satisfying the matching share requirements under this agreement if they have or will be counted towards meeting the matching share requirements under another federal award.

Costs and third party contributions counting toward satisfying a cost sharing or matching requirement must be verifiable from the records of the party responsible for meeting the

matching requirements. The records must demonstrate how the value of third party in kind contributions was derived. Voluntary services sought to be applied to the matching share will be supported by the same methods that the party to this agreement uses to support allocability of personnel costs. Any donated services provided by a third party will be valued at rates consistent with those ordinarily paid by employers for similar work in the same labor market. Supplies furnished will be valued at their market value at the time of donation. Donated equipment or space will be valued at fair rental rate of the equipment or space. All records associated with valuations or costs under section K shall be accessible and be maintained for three years following project close-out.

L. PROJECT TEAM MEMBERS - POINTS OF CONTACT

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party's role and responsibility for this agreement.

Name	Title	Agency	Element	Phone & Email
David Payne	EFLHD Access Program Manager	EFL	Project Management	571-434-1543 David.Payne@dot.gov
Andrea Van Den Berg	Program Planning Specialist	EFL	Coordination	571-434-1558 Andrea.VanDenBerg@dot.gov
Michael Cales	Special Programs Manager	INDOT	Program Management	317-232-5021 mcales@indot.in.gov
Pam Williamson	Project Coordinator	INDOT	Coordination	317-232-5218 pwilliamson@indot.in.gov
Patrick Stoffers	Commissioners President	Monroe County	Chief Executive	812-349-2550 pstoffers@co.monroe.in.us
Bill Williams	Public Works Director / Highway Engineer	Monroe County	Project Manager	812-349-2577 bwilliams@co.monroe.in.us

M. CHANGES/AMENDMENTS/ADDENDUMS

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all of the parties.

The types of changes envisioned include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; changes that alter the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in the composition of the project team members does not require the agreement to be amended.

It is the responsibility of the project team members to recognize when changes are needed and to make timely notification to their management in order to avoid project delivery delays.

N. ISSUE RESOLUTION PROCEDURES MATRIX

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

<u>CHWA</u>	<u>Indiana DOI</u>	<u>Monroe County, IN</u>	<u>Time</u>
Project Manager (David Payne)	Program Manager (Michael Cales)	Commissioners President (Patrick Stoffers)	5 Working Days
Planning and Programs Manager	Planning Manager (Trevor Mills)	Commissioners President (Patrick Stoffers)	5 Working Days
Director of Program Administration	LPA Programs Director (Kathy Eaton-McKalip)	Commissioners President (Patrick Stoffers)	5 Working Days
Division Engineer	Deputy Commissioner (Jim Stark)	PWD/HE (Bill Williams)	5 Working Days

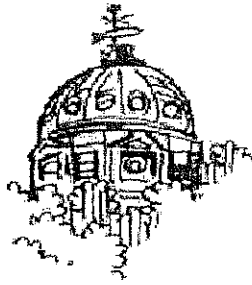
O. TERMINATION

This agreement may be terminated by mutual written consent of all parties. This agreement may also be terminated if either the NEPA process or funding availability requires a change and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal Access funds have been expended prior to termination, the party responsible for the match agrees to provide a match in the applicable percentage of the total amount expended on the project prior to the termination.

P. STEWARDSHIP & OVERSIGHT ACTIVITIES

Based upon the risk assessment, complexity of the undertaking, and capabilities and past performance of the delivery partner, the EFLHD had determined this project to be low risk. The table below identifies necessary Stewardship and Oversight Activities. If items are not delivered timely or in such poor condition that it brings into question the ability to deliver, the issue will be elevated to all participants to the agreement using the issue resolution procedures matrix identified above.

Phase or Activity	Partner Role	EFLHD Role	Comments
Planning & Programming			
Evidence that project is on an approved program of projects	Provide	Review	For funds disbursed by a division, they may know this already
Evidence of being on a TIP or STIP	Provide	Review	
Project agreement with scope, schedule, & budget	Provide	Concur	EFLHD would be a signatory. Would be involved in the drafting to define what S&O deliverables it will receive
Environment			
Lead Federal agency identified	Provide	concur	FHWA must be a co-lead agency on an EIS
Copy of/review of Draft documents	Provide	Review, concur	EFLHD should review to insure they can be adopted by EFLHD
Copy of NEPA action	Provide	File copy	
Evidence of pennits	Provide	File copy	
Sign off on FHWA NBPA document	Provide	Varies with partner	EFLHD approval needed
Design			
Review design exceptions	Provide	Review	If the partner is a State DOT, they would follow their process
Review ROW certifications	Provide	Review	If ROW is acquired, it must follow Uniform Federal Relocation Act
Utility Agreements	Provide	Review	EFLHD needs certification
Acquisitions			
Receive copy of award package	Provide	File copy	EFLHD should have a copy of the package in its files in case inquiries are received
Review or approve contract modifications	Provide	Review, concur Depends upon nature of CM	Need to assure non-eligible work is not being paid for with program funds
Construction			
Final Project Inspections	Schedule	Attend	Final could be done electronically with photos.
Copy of As-builts	Provide	File copy	Generally only request these if project adjacent to or along a corridor EFLHD is working on or if EFLHD does asset management. Used for updating system info
Copy of final voucher	Provide	File copy	
Contract Dispute (Claim)	Notify	Provide assistance if requested	Need to be aware if additional funds are needed



MONROE COUNTY BOARD OF COMMISSIONERS
REQUESTED AGENDA INFORMATION FOR THE COMMISSIONERS MEETINGS

The Commissioners will not accept this item for their Board of Commissioners

Meeting if this form is not completely filled out.

Title of item to appear on the agenda:
Include VENDOR's Name in title

Addendum to Contract with SBC Global Services, INC (d/b/a/ AT&T) for the Central
Emergency Dispatch Center

Fund Name: Rainy Day

Fund Number: 1186

Amount: No additional costs

**Executive
Summary:**

The addendum makes no changes to the agreement but rather allows for an early buy out and provides an accurate
payment schedule based upon dates.

Date item will appear on the Commissioners' Agenda: 8-22-14

Contact Person: Angie Purdie

Phone Number: 2553

Presenter at Commissioner Meeting (if not contact person): Angie Purdie

Office/Department: Board of Commissioners

County Legal Review required prior to submission of this form:

Attorney Name who reviewed: Jeff Cockerill

Is this a grant request? Yes ☐

No ☒

New or current Grant? New ☐

Current ☐

Grant application uploaded into the Grant Navigator (required) Yes ☐

TOTAL Amount of grant money to be awarded:

Federal:

State:

Local Match:

Signed: Angie Purdie

Date: 8-20-14

E-mail agenda request and all necessary documents to the Auditor's office (Connie Axsom) and to the Commissioner's Office e-mail:
Commissionersoffice@co.monroe.in.us

ADDENDUM #1 TO ENHANCED 9-1-1 SERVICE AGREEMENT

WHEREAS, an Enhanced 9-1-1 Service Agreement was entered into on January 10th, 2014 by SBC Global Services, Inc., d/b/a AT&T Global Services, on behalf of Indiana Bell Telephone Company, Incorporated ("AT&T") and Monroe County (Indiana) ("Monroe County" or "Customer") (the "Agreement");

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the Agreement is amended in the following particulars:

The Parties agree that Section 3, Payment Options shall be modified by deleting the following:

Payable in 120 Monthly payments, due in advance, in the amount of \$24,693.17 each. Total payments over the payment term = \$2,963,180.40.

The Parties agree that Section 3, Payment Options shall be modified by adding the following:

Total Combined Cost including Early Buyout: \$2,257,167.17. Payable in 120 Monthly payments, due in advance, in the amount of \$24,693.17 each. Total payments over the payment term = \$2,963,180.40.

For services and equipment provided by AT&T pursuant to this agreement, AT&T shall issue a monthly invoice to Monroe County, Indiana on the 15th day of each month. A payment schedule is attached as Attachment A to this Addendum and is incorporated herein.

Customer represents to AT&T that: (a) Customer is a public body corporate and politic, duly organized and validly existing, and has the power to execute this Agreement; (b) the person(s) executing this Agreement and related documents on behalf of Customer has been given authority to bind Customer; (c) this Agreement and all related documents have been duly authorized and constitute valid, legal and binding obligations of Customer, enforceable in accordance with their terms; (d) Customer qualifies as a state or a political subdivision of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended ("Code"); (e) Customer will not take any action which, or omit to take any action which, would adversely affect the exemption of the interest component of payments from federal income taxation; and (f) Customer shall file Internal Revenue Form 8038-G or Form 8038-GC, as applicable.

All other terms and conditions of the Agreement shall remain in full force and effect. This Addendum is effective upon the date of the last signature affixed hereto ("Effective Date").

Customer's signature acknowledges that the signatory is authorized to make the commitments hereunder.

[signature page follows]

ADDENDUM #2 TO ENHANCED 9-1-1 SERVICE AGREEMENT

Monroe County
Board of Commissioners

SBC Global Services, Inc., d/b/a AT&T Global
Services, on behalf of Indiana Bell Telephone
Company, Incorporated ("AT&T")

By: _____
Monroe County Commissioner

By: _____

By: _____
Monroe County Commissioner

Printed: _____

By: _____
Monroe County Commissioner

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Monroe County Auditor

Approved as to Form and Legality

By: _____
Counsel – Monroe County

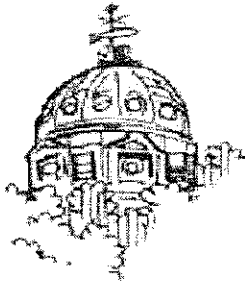
ATTACHMENT A
ADDENDUM #1 TO ENHANCED 9-1-1 SERVICE AGREEMENT

Payment Schedule - Section 3

Payment Number	Due Date	Amount	Annual Amount
1	10/01/14	\$24,693.17	
2	11/01/14	\$24,693.17	
3	12/01/14	\$24,693.17	\$74,079.51
4	01/01/15	\$24,693.17	
5	02/01/15	\$24,693.17	
6	03/01/15	\$24,693.17	
7	04/01/15	\$24,693.17	
8	05/01/15	\$24,693.17	
9	06/01/15	\$24,693.17	
10	07/01/15	\$24,693.17	
11	08/01/15	\$24,693.17	
12	09/01/15	\$24,693.17	
13	10/01/15	\$24,693.17	
14	11/01/15	\$24,693.17	
15	12/01/15	\$24,693.17	\$296,318.04
16	01/01/16	\$24,693.17	
17	02/01/16	\$24,693.17	
18	03/01/16	\$24,693.17	
19	04/01/16	\$24,693.17	
20	05/01/16	\$24,693.17	
21	06/01/16	\$24,693.17	
22	07/01/16	\$24,693.17	
23	08/01/16	\$24,693.17	
24	09/01/16	\$24,693.17	
25	10/01/16	\$24,693.17	
26	11/01/16	\$24,693.17	
27	12/01/16	\$24,693.17	\$296,318.04
28	01/01/17	\$24,693.17	
29	02/01/17	\$24,693.17	
30	03/01/17	\$24,693.17	
31	04/01/17	\$24,693.17	
32	05/01/17	\$24,693.17	
33	06/01/17	\$24,693.17	
34	07/01/17	\$24,693.17	
35	08/01/17	\$24,693.17	
36	09/01/17	\$24,693.17	
37	10/01/17	\$24,693.17	
38	11/01/17	\$24,693.17	
39	12/01/17	\$24,693.17	\$296,318.04
40	01/01/18	\$24,693.17	
41	02/01/18	\$24,693.17	

42	03/01/18	\$24,693.17	
43	04/01/18	\$24,693.17	
44	05/01/18	\$24,693.17	
45	06/01/18	\$24,693.17	
46	07/01/18	\$24,693.17	
47	08/01/18	\$24,693.17	
48	09/01/18	\$24,693.17	
49	10/01/18	\$24,693.17	
50	11/01/18	\$24,693.17	
51	12/01/18	\$24,693.17	\$296,318.04
52	01/01/19	\$24,693.17	
53	02/01/19	\$24,693.17	
54	03/01/19	\$24,693.17	
55	04/01/19	\$24,693.17	
56	05/01/19	\$24,693.17	
57	06/01/19	\$24,693.17	
58	07/01/19	\$24,693.17	
59	08/01/19	\$24,693.17	
60	09/01/19	\$24,693.17	
61	10/01/19	\$24,693.17	
62	11/01/19	\$24,693.17	
63	12/01/19	\$24,693.17	\$296,318.04
64	01/01/20	\$24,693.17	
65	02/01/20	\$24,693.17	
66	03/01/20	\$24,693.17	
67	04/01/20	\$24,693.17	
68	05/01/20	\$24,693.17	
69	06/01/20	\$24,693.17	
70	07/01/20	\$24,693.17	
71	08/01/20	\$24,693.17	
72	09/01/20	\$24,693.17	
73	10/01/20	\$24,693.17	
74	11/01/20	\$24,693.17	
75	12/01/20	\$24,693.17	\$296,318.04
76	01/01/21	\$24,693.17	
77	02/01/21	\$24,693.17	
78	03/01/21	\$24,693.17	
79	04/01/21	\$24,693.17	
80	05/01/21	\$24,693.17	
81	06/01/21	\$24,693.17	
82	07/01/21	\$24,693.17	
83	08/01/21	\$24,693.17	
84	09/01/21	\$24,693.17	
85	10/01/21	\$24,693.17	
86	11/01/21	\$24,693.17	
87	12/01/21	\$24,693.17	\$296,318.04
88	01/01/22	\$24,693.17	
89	02/01/22	\$24,693.17	

90	03/01/22	\$24,693.17	
91	04/01/22	\$24,693.17	
92	05/01/22	\$24,693.17	
93	06/01/22	\$24,693.17	
94	07/01/22	\$24,693.17	
95	08/01/22	\$24,693.17	
96	09/01/22	\$24,693.17	
97	10/01/22	\$24,693.17	
98	11/01/22	\$24,693.17	
99	12/01/22	\$24,693.17	\$296,318.04
100	01/01/23	\$24,693.17	
101	02/01/23	\$24,693.17	
102	03/01/23	\$24,693.17	
103	04/01/23	\$24,693.17	
104	05/01/23	\$24,693.17	
105	06/01/23	\$24,693.17	
106	07/01/23	\$24,693.17	
107	08/01/23	\$24,693.17	
108	09/01/23	\$24,693.17	
109	10/01/23	\$24,693.17	
110	11/01/23	\$24,693.17	
111	12/01/23	\$24,693.17	\$296,318.04
112	01/01/24	\$24,693.17	
113	02/01/24	\$24,693.17	
114	03/01/24	\$24,693.17	
115	04/01/24	\$24,693.17	
116	05/01/24	\$24,693.17	
117	06/01/24	\$24,693.17	
118	07/01/24	\$24,693.17	
119	08/01/24	\$24,693.17	
120	09/01/24	\$24,693.17	\$222,238.53
		<u>\$2,963,180.40</u>	



MONROE COUNTY BOARD OF COMMISSIONERS
REQUESTED AGENDA INFORMATION FOR THE COMMISSIONERS MEETINGS

The Commissioners will not accept this item for their Board of Commissioners

Meeting if this form is not completely filled out.

Title of item to appear on the agenda:
Include VENDOR's Name in title

Amendment to the Activate Healthcare Agreement For Management and Professional Services

Fund Name: Health Fund

Fund Number: 5200-195

Amount: No increase at this point.

Executive Summary:

This is an amendment to Monroe County's contract with Activate Healthcare. Activate Healthcare is the service provider for the County employee health clinic. The Clinic has been an excellent addition to the County's benefit packages, helping the County manage its health insurance costs and providing a high and more convenient level of service for its employees. This contract provides for clinic enrollment of part-time employees and their dependent family members, full time employees not.

Date item will appear on the Commissioners' Agenda: 8/22/14

Contact Person: Jeff Cockerill/ Nancy Panz Phone Number: 2525

Presenter at Commissioner Meeting (if not contact person):

Office/Department: HR

County Legal Review required prior to submission of this form:

Attorney Name who reviewed: Jeff Cockerill

Is this a grant request? Yes ☐ No ☒

New or current Grant? New ☐ Current ☐

Grant application uploaded into the Grant Navigator (required) Yes ☐

TOTAL Amount of grant money to be awarded:

Federal:

State:

Local Match:

Signed: Jeff Cockerill

Date: 8/20/14

E-mail agenda request and all necessary documents to the Auditor's office (Connie Axsom) and to the Commissioner's Office e-mail: Commissionersoffice@co.monroe.in.us

**AMENDMENT TO THE ACTIVATE HEALTHCARE AGREEMENT
FOR MANAGEMENT AND PROFESSIONAL SERVICES**

THIS AMENDMENT (the "Amendment") entered into as of this ____ day of February, 2014 by and between the Government of Monroe County, Indiana ("Monroe") and Activate Healthcare, LLC, an Indiana limited liability company ("Activate"). Monroe and Activate are each individually a "party" and collectively the "parties" to this Amendment.

RECITALS

WHEREAS, Monroe desires to offer to its employees and their dependents the option of using an employer-based health clinic and wellness program and Activate is in the business of providing employer-based health clinic and wellness programs; and

WHEREAS, Monroe and Activate entered into an Agreement for Management and Professional Services (the "Original Agreement") on June 4, 2010 wherein Activate agreed to deliver for a fee certain management and administrative services and the physician and other health care provider services offered by Activate Healthcare, PC for Monroe's covered employees and their dependents; and

WHEREAS, Monroe and Activate desire to expand the eligibility terms contained in the Original Agreement and confirm the current Fee;

NOW, THEREFORE, the parties amend the Original Agreement as follows:

1. Section 1 of Article I is deleted in its entirety and the following is inserted in its place:

"1. 'Members' means the individuals enrolled in the Activate Clinic pursuant to Section 2.2 of this Agreement."

2. A new Section 11 is added to Article I and states the following:

"11. 'Plan' means the Monroe County Government Health Plan, as may be amended from time to time."

3. A new Section 2.2 is added to Article II and states the following:

"2.2. Clinic Enrollment: Monroe's full-time employees and their dependent family members covered by the Plan who are over three (3) years of age will be enrolled in the Activate Clinic. The following individuals who are over the age of three (3) will be enrolled in the Activate Clinic according to the program described in Exhibit M, attached hereto and incorporated herein by reference (the "Voluntary Enrollment Option"):

- a. Monroe's part-time employees and their dependent family members;
- b. Monroe's full-time employees who are not covered under the Plan; and
- c. Retirees eligible for clinic access from Monroe and their spouses."

4. Section 5.1 is deleted in its entirety and the following is inserted in its place:

"5.1 Fees for Activate Clinic and Services: In consideration of the fulfillment of Activate Responsibilities, Monroe shall pay to Activate, as of April 1, 2014, an amount equal to Thirty Two Dollars and Seventy Three Cents (\$32.73) per Member per month (the "Fee") during the Term of this Agreement. Monroe shall pay the Fee prospectively on a quarterly basis, with payment occurring 30 days prior to the first day of each calendar quarter or portion thereof that Activate is to provide Activate Services. Activate shall provide Monroe with an invoice identifying the payment due under this Section 5.1 no less than thirty (30) days prior to the date upon which such payment is due.

5.1.1 Calculation of Payment: The amount of payment due under this Section 5.1 will be equal to the product of the number of Members (based on the most recent information available as of the date of invoice), multiplied by the Fee, multiplied by the number of months in the calendar quarter or portion thereof that Activate is to provide Activate Services.

5.1.2 Fee Adjustment: On or about the 1st day of January during each year of the Initial Term and any Renewal Term(s), Activate may adjust the components of the Fee for inflation based on the rate of the medical component of the Consumer Price Index published by the United State Bureau of Labor Statistics, plus any adjustments required based on the difference between forecast and actual non-salary related expenditures. Activate shall provide Monroe with written notice and an explanation of any such increase no later than September 1st of the year prior to the year in which the increase is to take effect.

5.1.3 Reconciliation: At the end of each six (6) month period starting with the initial month of Activate Services, the parties shall engage in a reconciliation process to determine the actual number of Members during each of the prior six (6) months. To the extent that the number of actual Members exceeded the number for which Monroe paid the Fee during any six month reconciliation period, it shall pay Activate the amount difference in the number of Members multiplied by the Fee. To the extent that the number of actual Members is less than the number for which Monroe paid the Fee during any six-month reconciliation period, Activate shall adjust the next invoice to repay the amount difference in the number of Members multiplied by the Fee."

4. A new Exhibit M is attached and states the following:

“EXHIBIT M
Voluntary Enrollment Option

1. **Timing of Offer.** This Voluntary Enrollment Option will be made available on an annual basis and in conjunction with Monroe’s normal open enrollment period. In addition, Monroe shall offer this Voluntary Enrollment Option upon the occurrence of any special enrollment period under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as described in regulations at 29 C.F.R. § 2590.701-6 and/or any qualifying events which trigger permitted election changes under Internal Revenue Code Section 125, codified at 26 C.F.R. § 1.125-4.
2. **Enrollment Requirements.** Individuals will be enrolled in the Activate Clinic upon the receipt by Activate of the following, at least thirty (30) days prior to January 1st of 2014 and each subsequent year that this Agreement is in effect:
 - a. The individual’s eligibility information in the form and manner reasonably requested by Activate; and
 - b. Payment for such individual, which will be collected by Monroe and paid to Activate in accordance with Section 5.1 of this Agreement.

Intending to be legally bound, the parties indicate their agreement to this Amendment as of the date stated in the preamble.

Government of Monroe County, Indiana

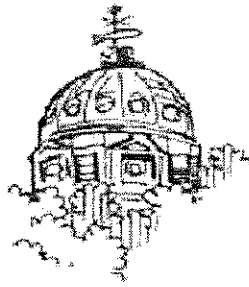
By:

Date

Activate Healthcare, LLC

By:

Date



MONROE COUNTY BOARD OF COMMISSIONERS
REQUESTED AGENDA INFORMATION FOR THE COMMISSIONERS MEETINGS

The Commissioners will not accept this item for their Board of Commissioners

Meeting if this form is not completely filled out.

Title of item to appear on the agenda:
Include VENDOR's Name in title

2014-27

An Ordinance approving an interlocal cooperation agreement with Stinesville regarding Police Response

Fund Name: County General

Fund Number: 1000-161-30.00012

Amount: \$4,209

Executive Summary:

This is an interlocal with Stinesville where the County agrees to provide \$2,209 in direct funds, which is intended to offset the insurance cost of the four police vehicles and up to \$2,000 in fuel. Stinesville's law enforcement officers will assist the Sheriff's Department with serving court papers and assist with calls in the Northwest portion of the County.

Date item will appear on the Commissioners' Agenda: August 22

Contact Person: Jeff Cockerill

Phone Number: 2525

Presenter at Commissioner Meeting (if not contact person):

Office/Department:

County Legal Review required prior to submission of this form:

Attorney Name who reviewed: Jeff cockerill

Is this a grant request? Yes ☐ No ☒

New or current Grant? New ☐ Current ☐

Grant application uploaded into the Grant Navigator (required) Yes ☐

TOTAL Amount of grant money to be awarded:

Federal:

State:

Local Match:

Signed: Jeff Cockerill

Date: 8/19/14

E-mail agenda request and all necessary documents to the Auditor's office (Connie Axsom) and to the Commissioner's Office e-mail: Commissionersoffice@co.monroe.in.us

ORDINANCE 2014- 27

An Ordinance Approving the Interlocal Cooperation Agreement between Monroe County, Indiana, and Stinesville, Indiana regarding Police Response.

WHEREAS, the County of Monroe, Indiana ("County"), and the Town of Stinesville ("Town") desire to enter interlocal agreement ("Agreement") which authorizes the Town to provide police response and court service;

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

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

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.

Approved this 22nd day of August, 2014, by the Board of Commissioners of Monroe County.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

Patrick Stoffers, President

Patrick Stoffers, President

Iris F. Kiesling, Vice President

Iris F. Kiesling, Vice President

Julie Thomas, Commissioner

Julie Thomas, Commissioner

ATTEST:

Steve Saulter, Auditor

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE TOWN OF STINESVILLE AND
MONROE COUNTY, INDIANA
IN REGARDS TO POLICE RESPONSE

- 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, the Town of Stinesville, Indiana ("Town") and its authorized Marshal and Deputy Marshal and the Monroe County, Indiana ("County") Sheriff's Department both provide law enforcement and public safety functions; and,
- WHEREAS, it is in the interest of both police agencies to assist and cooperate in the Stinesville and Bean Blossom Township area, and,
- WHEREAS, the Monroe County Government agrees to provide gasoline for the Stinesville Police Departments automobile(s) used in police related activity; and,
- WHEREAS, the Town of Stinesville agrees that its police department may use its personnel and equipment to assist the Monroe County Sheriff's Department in serving court papers throughout Bean Blossom and the portion of Washington Township west of State Road 37 and further agrees to take and or assist the Monroe County Sheriff's Department with any calls in the area specified above.

NOW, THEREFORE, Town of Stinesville and Monroe County, Indiana, hereby agree as follows:

Section 1. Monroe County Obligations

The Monroe County, Indiana (hereinafter, "County") agrees to provide \$2,209 in direct funds intended to offset insurance costs for four police vehicles and provide gasoline for the Stinesville Police Departments automobile(s) used in police related activity, in an amount not to exceed \$ 2,000, in the 2014 Calendar year.

Section 2. Town of Stinesvilles

The Town of Stinesville Marshal and Deputy Marshal shall assist the Monroe County Sheriff's Department in serving court papers throughout Bean Blossom and the portion of Washington Township west of State Road 37 and further agrees to take and or assist the Monroe County Sheriff's Department with any calls in the area specified above for the 2014 Calendar Year.

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 then 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 the Monroe County Council.

Approved this th day of June, 2014, by the Monroe County, Indiana Commissioners:

MONROE COUNTY, INDIANA

ATTEST:

PATRICK STOFFERS, President
Monroe County Commissioners

Steve Sauter, Auditor

IRIS F. KIESLING, Vice President
Monroe County Commissioners

Julie Thomas, Commissioner
Monroe County Commissioners