



MONROE COUNTY COMMISSIONERS

Penny Githens, President
Julie Thomas, Vice President
Lee Jones

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

COMMISSIONERS' HYBRID MEETING AGENDA

Wednesday, April 12, 2023, at 10:00 am

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

<https://monroecountyin.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUwV3RoeDFldG5GUT09>

Meeting ID: 843 5333 7265 Password: 162537 Dial by your location: 1 312 626 6799 US (Chicago)

- The public's video feed will be turned off by the Technical Services Department meeting administrator.
- The public will be able to listen and record.
- The public should raise their hand if they wish to speak during the public comment period.

"Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Monroe County, should contact the Monroe County Title VI Coordinator, Angie Purdie, (812) 349-2550, apurdie@co.monroe.in.us, as soon as possible, but no later than forty-eight (48) hours before the scheduled event. Individuals requiring special language services should, if possible, contact the Monroe County Title VI Coordinator at least seventy-two (72) hours prior to the date on which the services will be needed. The meeting is open to the public."

1. CALL TO ORDER BY COMMISSIONER GITHENS

2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER THOMAS

3. DEPARTMENT UPDATES

Health – Lori Kelley

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

5. APPROVAL OF MINUTES

April 5, 2023

4

6. APPROVAL OF CLAIMS DOCKET

Accounts Payable – April 12, 2023

7. REPORTS

None

8. NEW BUSINESS

A. HEALTH DEPARTMENT CODE CHAPTERS 310 AND 341 REVISIONS

13

Presenter: Lori Kelley

This request is for chapter 341 and Chapter 310 code revisions for the Health Department that were discussed at the Commissioners Work Session on April 5, 2023. These revisions were previously discussed with Mr. Cockerill. The health department is requesting approval to delay changes to Chapter 310-Fee Codes to March 1, 2024. This will allow time for the department to make necessary changes, such as updating the pay processing system and forms, and will allow markets to fall within the same annual licensing terms as the retail food establishments. During this gap in time the health department will be making updates to Chapter 341 that are necessary to properly enforce and carry out the Chapter 310 amendments. The department will be presenting the amendments to Chapter 310 to the Board of Health on April 27, 2023 and will follow with presenting Chapter 341 changes once completed for review and approval.

B. INDIANA DEPARTMENT OF NATURAL RESOURCES/DIVISION OF FISH AND WILDLIFE GRANT

33

Fund Name: Stormwater

Fund Number: 1197

Grant Amount: \$7,000

Presenter: Kelsey Thetonia

The Department applied for the Lake and River Enhancement Program (LARE) grant and was notified of the award. The grant funds will assist in the removal of the log jam on Brummetts Creek. The funds are 80% of the cost, not to exceed \$7,000.

C. ACTSOFT WORKFORCE MANAGER AGREEMENT

47

Fund Name: Cumulative Capital

Fund Number: 1138

Amount: \$9,000

Presenter: Greg Crohn

The Monroe County Probation Department utilizes a GPS based cell phone application for its field officers known as Work Force Manager. The ActSoft company providing the software was partnered with AT&T, provider of our cell service. This partnership allowed for the application cost to be added to our monthly cell service bill.

Recently that partnership dissolved, requiring an agreement be drawn between Monroe County and ActSoft. This request is to approve the 3 yr. agreement to retain that service. Charges equal \$250.00 monthly, totaling \$9,000 over the life of the agreement. All costs will be shifted from the telephone maintenance line to the software line in Cumulative Capital.

D. SAFE PLACE AGREEMENT WITH OWEN COUNTY FAIR ASSOCIATION

51

Fund Name: Safe Place

Fund Number: 9103

Amount: \$200

Presenter: Cassidy McCammon

Youth Services Bureau Safe Place would like to renew our annual booth at the Owen County Fair. The fair is July 9th-15th, and it is consistently one of our biggest events, giving us an opportunity to share Safe Place information with hundreds of youth in Owen County. The cost to rent the booth for the week is \$200.

E. SOUND MANAGEMENT ADVERTISING AGREEMENT

55

Fund Name: Election

Fund Number: 1215

Amount: Not to exceed \$4,016

Presenter: Nicole Browne

This agreement is for radio and digital advertising for the 2023 Primary Election.

9. APPOINTMENTS

10. ANNOUNCEMENTS

11. ADJOURNMENT



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- 1. CALL TO ORDER BY COMMISSIONER GITHENS** 10:01 am

- 2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER JONES** 10:01 am

- 3. PROCLAMATION – IU WOMEN'S BASKETBALL DAY** 10:04 am

- 4. MEETING RECESSED UNTIL 10:30 AM**

- 5. DEPARTMENT UPDATES** 10:29 am
Health – Lori Kelley

- 6. PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker)** 10:31 am
[Judith Sharp, Monroe County Assessor](#)

- 7. APPROVAL OF MINUTES** 10:45 am
March 29, 2023

Thomas made motion to approve. Jones seconded.
No public comment.
Githens called a voice vote.
Motion carried 3-0.

- 8. APPROVAL OF CLAIMS DOCKET**
Accounts Payable – April 5, 2023
Payroll – April 6, 2023

10:46 am

Thomas made motion to approve. Jones seconded.
No public comment.
Githens called a voice vote.
Motion carried 3-0.

- 9. REPORTS**
None
-

10. NEW BUSINESS

- A. EFFECT TV SERVICE AGREEMENT**
Fund Name: Election
Fund Number: 1215
Amount: \$2,500
Presenter: Nicole Browne

10:48 am

This agreement with Effect TV will provide advertisement for the 2023 Primary Election.

Thomas made motion to approve. Jones seconded.
No public comment.
Githens called a voice vote.
Motion carried 3-0.

- B. CITY GLASS OF BLOOMINGTON, INC AGREEMENT**
Fund Name: 2018 & 2019 GO Bond's
Fund Number: 4811 & 4812
Amount: \$36,500
Presenter: Richard Crider

10:54 am

During a recent storm rainwater entered the east side of the Justice Building through gaps around the window frames and emptied into courtrooms, office spaces and hallways. An inspection revealed that sealant has deteriorated and failed on and around the east windows. This request is to approve the proposal submitted by City Glass of Bloomington, Inc. to cut out caulking around glass, stone, and frames and then to apply new Dow 795 black caulking around 64 windows on the east side of the Justice Building.

Thomas made motion to approve. Jones seconded.
No public comment.
Githens called a voice vote.
Motion carried 3-0.

C. DLZ, LLC AGREEMENT REGARDING INITIAL SITE, REVIEW, AND EVALUATION.

10:56 am

Fund Name: 2022 BAN Capital
Fund Number: 4816
Amount: Not to exceed \$10,000
Presenter: Jeff Cockerill

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

Again, no sites for review have been identified.

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

Thomas made motion to approve. Jones seconded.

Public comment:

Seth Muchler, Monroe County resident

Githens called a voice vote.

Motion carried 3-0.

D. RATIFICATION OF VOCA GRANT

11:09 am

Fund Name: VOCA Grant
Fund Number: 8121
Grant Amount: \$129,002.43
Presenter: Beth Hamlin

This is a request for the ratification of signatures on the VOCA contract VOCA-2022-00047. This is a contract between the Prosecutor's Office, the Commissioners, and Indiana Criminal Justice Institute and was signed via DocuSign on or around December 9, 2022. Due to several issues at the time, I neglected to bring this contract forward to the Commissioners; however, the contract was in fact signed via DocuSign by all parties on or around December 9, 2022.

Thomas made motion to approve. Jones seconded.

No public comment.

Githens called a voice vote.

Motion carried 3-0.

E. VOCA GRANT SUPPLEMENTAL

11:11 am

Fund Name: VOCA Grant
Fund Number: 8121
Grant Amount: \$3,915
Presenter: Beth Hamlin

This is a request for approval and signature of the grant agreement with Indiana Criminal Justice Institute for VOCA Supplemental funding under contract VOCA SUPP - 2022 - 00078. These funds are supplemental to the larger VOCA grant and are granted for the use of travel for three Victim Assistants

to the National Center for Victims of Crime national conference, scheduled to take place in Boston, MA for the dates of September 6-8th, 2023.

Thomas made motion to approve. Jones seconded.

No public comment.

Githens called a voice vote.

Motion carried 3-0.

F. INDOT FULLERTON PIKE PH III

11:13 am

Fund Name: Fullerton Pike

Fund Number: 8169

Amount: \$2,750,133

Presenter: Lisa Ridge

This agreement is for the construction of Fullerton Pike PH III Roadway and Bridge for the final connection from Rockport Road to the roundabout at Gordon Pike and Rogers Street. The project will go to letting in August/September 2023.

Thomas made motion to approve. Jones seconded.

No public comment.

Githens called a voice vote.

Motion carried 3-0.

11. APPOINTMENTS

11:15 am

None

12. ANNOUNCEMENTS

11:15 am

All Monroe County Government offices will be closed Friday, April 7, 2023.

Voter registration ends April 3, 2023, for residents of Ellettsville and Bloomington. You may register online at www.in.gov/sos/elections, or call the Clerk's office, 812.349.2612 for more information.

Absentee voting by mail deadline is May 1, 2023.

Early in person voting begins April 4, 2023, at Election Central, 302 S. Walnut St, Bloomington, IN 47404.

Primary Election Day is Tuesday, May 2, 2023. Polls will be open 6:00 am – 6:00 pm

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

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

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

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

Thursday, April 6, 10am- 3pm
Friday, April 7, 1pm – 6pm
Thursday, May 11, 10am – 3pm
Friday, May 12, 1pm – 6pm
Wednesday, June 12, 10am – 3pm

Residents can sign up for the [Monroe County Alert Notification System](#) for all weather and health related emergencies and updates. To sign up visit www.co.monroe.in.us.

Monroe County Commissioners and Monroe County Council have extended the Assistance Fund for county residents who need assistance in paying rent or utilities. Contact your local Township Trustee for further information.

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

13. ADJOURNMENT

11:17 am

The summary minutes of the April 5, 2023, Board of Commissioners' meeting were approved on April 12, 2023.

MONROE COUNTY COMMISSIONERS', INDIANA

"Aye"

"Nay"

Penny Githens, President

Penny Githens, President

Julie Thomas, Vice President

Julie Thomas, Vice President

Lee Jones, Member

Lee Jones, Member

ATTEST:

Catherine Smith, Auditor
Monroe County, Indiana

Date



PROCLAMATION

IU WOMEN'S BASKETBALL DAY

- WHEREAS:** For the first time in its forty-year history, the Indiana University Women's Basketball team, under head coach Teri Moren, won its first outright Big 10 Championship; and
- WHEREAS:** Being true student athletes, in Fall 2022 the Women's Team boasted a 3.62 GPA, the highest GPA among all IU Athletic programs, winning the Herbert Cup; and,
- WHEREAS:** For the first time in program history, the IU Women's team had sell-out crowds in Assembly Hall; and
- WHEREAS:** This team set program records in points per game (81.3), field goal percentage (49.7), free throw percentage (76.5), assists (584), and blocked shots (156); and
- WHEREAS:** There are also individual achievements that should be acknowledged, and here are just a few examples: Grace Berger is not only an honorable mention All American, she is a Big Ten Distinguished Scholar; Mackenzie Holmes led the Big 10 in blocks, is an All American, and is one of four finalists for the 2023 Wade Trophy, the most prestigious national player of the year award in college women's basketball; Chloe Moore-McNeil, another Big Ten Distinguished Scholar, posted a better than 3 to 1 assist-to-turnover ratio; Sydney Parrish, the only player from Indiana and an Oregon transfer, led the team in scoring when IU beat Purdue on February 6, 2023; it would take another hour to acknowledge everything contributed by Lexus Bargesser, Yarden Garzon, Sara Scalia, Henna Sandvik, Kiandra Browne, Mona Zaric, Arielle Wisne, Alyssa Geary, and Lilly Meister; and,
- WHEREAS:** For the first time, Indiana finished with 28 wins, was ranked # 2 in the Country, and achieved a # 1 seed in the NCAA tournament; and,
- WHEREAS:** Coach Teri Moren was named the AP Coach of the year, yet another first for IU Women's Basketball program; and,
- WHEREAS:** Monroe County is proud of the determination, grace, and grittiness demonstrated by this incredible IU Women's Basketball team. Watching you has brought tremendous joy and pride to people throughout the county, especially to our girls and women. Thank you, and congratulations on your many team and individual accomplishments!

NOW THEREFORE BE IT RESOLVED, the Monroe County Board of Commissioners does hereby proclaim April 5, 2023, as

IU WOMEN'S BASKETBALL DAY IN MONROE COUNTY

PROCLAIMED THIS FIFTH DAY OF APRIL, TWO THOUSAND TWENTY-THREE,

THE MONROE COUNTY BOARD OF COMMISSIONERS

PENNY GITHENS

JULIE THOMAS

LEE JONES



MONROE COUNTY BOARD OF COMMISSIONERS'
WORK SESSION SUMMARY
April 5, 2023
Nat U. Hill Meeting Room - 3rd Floor, Courthouse and Zoom Connection

Members

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

Staff

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

- 1. Planning – Drew Myers**
Ordinance 2023-10; Rolfsen Rezone

Bring back to formal meeting on Wednesday, April 26, 2023, for approval.

- 2. Planning – Anne Crecelius**
Ordinance 2023-11; North Park PUD Amendment 5

Bring back to formal meeting on Wednesday, April 26, 2023, for approval.

- 3. Health – Lori Kelley**
Health Department Code Chapter 341 revisions

Bring back to formal meeting on Wednesday, April 12, 2023, for approval.

- 4. Parks – Kelli Witmer**
Karst Farm Greenway relocation proposal for MCCSC project

Commissioners are supportive of this relocation.

5. Appointment

Githens made motion to re-appoint Guy Loftman to Monroe County Board of Zoning appeals, term ending January 1, 2026.

Githens called a voice vote.

Motion carried 3-0.

6. Legal – David Schilling

Security Bond letter addressed to Mr. Jeff Stamp – Houston South

Thomas made a motion to fulfill requirements of said letter to provide a security bond if needed, regarding Monroe County Commissioners, et al, versus U.S. Forest Service case noted on document. Jones seconded.

No public comment.

Githens called a voice vote.

Motion carried 3-0.

7. Sheriff – Phil Parker

Discussion of key points from the Criminal Justice Reform Committee meeting held on April 3, 2023.

A discussion was held.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal ☒ Work session ☐ Department

Title to appear on Agenda:

Vendor #

Executive Summary:

This request is for chapter 341 and Chapter 310 code revisions for the Health Department that were discussed at the Commissioners Work Session on April 5, 2023. These revisions were previously discussed with Mr. Cockerill.

The health department is requesting approval to delay changes to Chapter 310-Fee Codes to March 1, 2024. This will allow time for the department to make necessary changes, such as updating the pay processing system and forms, and will allow markets to fall within the same annual licensing terms as the retail food establishments.

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The department will be presenting the amendments to Chapter 310 to the Board of Health on April 27, 2023 and will follow with presenting Chapter 341 changes once completed for review and approval.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:

CHAPTER 310
HEALTH DEPARTMENT SERVICE FEES

310-1. Authority to Establish and Collect Fees

The Health Department is empowered to establish and collect fees in accordance with the provisions in this chapter.

310-2. Services Subject to a Service Fee

The Health Department may charge a service fee not in excess of the cost for providing to any person the following services:

- (A) home health care as prescribed within the meaning of Section 1881(o) of the Social Security Act for a home health agency and as authorized by the State Board of Health under IC 16-19-3-21;
- (B) any personal health service provided through the Health Department, including, but not limited to, the Chest Clinic, as authorized by IC 36-8- 2-5 and 16-20-1-27;
- (C) services provided by the Health Department in providing a copy of a certificate of birth or death as authorized by IC 16-37-1-9 and 16-20-1- 27;
- (D) services provided by the Health Department in the inspection of public eating and drinking establishments, retail food markets, itinerant food stands and semi-public food-service **retail food** establishments upon application to obtain a permit or license for retail food markets and food-service **retail food** establishments in Monroe County as authorized by IC 36-8-2-4 and IC 16-20-1-27;
- (E) services provided by the Health Department in the inspection of private sewage disposal systems within Monroe County as authorized by IC 36-8-2-4 and IC 16-20-1-27;
- (F) services provided by the Health Department in the inspection of the public disposal of solid waste within Monroe County as authorized by IC 36-8-2-4; and
- (G) supervision and inspection of sanitary installations as required by the following chapters of this **the Monroe County** Code:
 - (1) Chapter 341, Food Service **Retail Food** Establishments;
 - (2) Chapter 342, Food and Beverage Vending;
 - (3) Chapter 350, Trailer Parks and Public Camps;

- (4) Chapter 360, Solid Waste Disposal;
- (5) Chapter 365, Private Sewage Disposal Systems; and,
- (6) Chapter 364, Hazardous Waste Facility.

(H) education and training of food service workers.

310-3. Collection, Accounting and Disposition of Fees

- (A) The Health Department shall collect such fees established as a part of this chapter in accordance with the schedule designated in Section 310-4.
- (B) All fees collected by the Health Department shall be accounted for in detail for each program service area.
- (C) All fees collected by the Health Department shall be transferred to the Monroe County Health Fund. The monies collected in accordance with the provisions of this chapter shall be used only for the maintenance or future expansion of the specific program services.
- (D) Fees collected for health services provided individuals in other County health jurisdictions and involving payment from County tax revenue shall be collected in accordance with an agreement pursuant to IC 16-20-1-8.

310-4. Fee Schedule

The following fees shall be charged and collected and services rendered by the Health Department:

DESCRIPTION	FEE
Amendment Affidavit	\$53.00
Paternity Affidavit	\$53.00
Paternity Affidavit Upon Marriage	\$53.00
Certified Copy of Paternity Affidavit	\$10.00
Correction Notification	\$10.00
BIRTH CERTIFICATE	
- Standard and wallet size set size*	\$16.00
- *While paper supply lasts: Standard and wallet size set	\$16.00
- Amended Birth Certificate	\$16.00

DEATH CERTIFICATE

\$16.00

FUTURES FAMILY HEALTH PLANNING CLINIC

- Fees for clinic office visits, medical procedures, medical treatments, laboratory tests, birth control devices and medicines are based on the actual costs to the clinic to provide these items. The **Board of Health shall be notified of the** specific fee amounts. ~~have been approved by the Board of health and~~ A complete schedule of the fees is available and posted at the Futures Family Health **Planning** Clinic. In accordance with the requirements of the federal grant funding this program, clinic users with 250% or below the current federally- recognized poverty level are required to only pay a percentage of these established fees based on their income level.

FOOD SERVICE

- License for ~~Food Service Establishment or~~ **Retail Food Establishments**

Number of Employees	Annual Fee
1 - 5	\$165.00
6 - 10	\$330.00
11 - 20	\$495.00
+21	\$600.00

Partial Year Food License Fee

Retail Food Establishments which open 1-3 months prior to licensing year 50% of Annual Fee

Food Manager Certification Course

Retail Food Service Establishments	\$150.00 per participant
Non-profit Organizations	\$ 75.00 per participant
Examination Retake (all participants)	\$ 50.00 per participant

Seasonal Food Service Establishment

- Establishments operating 4 to 9 months **or fewer** per year, (~~including those participating in Summer Farmer's Markets~~) **\$85.00**

Multiple Market Food Service Establishment

- Establishments operating at local farmers market in Monroe County	1-3 \$100.00
- Establishments operating less than 4 months per year (including those participating in Winter Farmer's Markets)	4-6 \$200.00
	\$50.00

Mobile Food Service	
- License for Mobile Retail Food Service Establishment	\$150.00
- Non-Motorized, mobile retail food establishment selling prepackaged Ice Cream and Novelties only	\$25.00
Plan Review or New Establishment Construction Fee (One Time)	
Prepackaged Food Only	\$100.00
Mobile	\$150.00
1 – 5	\$165.00
6 – 10	\$330.00
11-20	\$495.00
21+	\$600.00
Ownership Change w/o Construction	\$75.00
Pre-Operational Re-inspection (facilities that require more than 2 pre-operational inspections)	\$50.00 per re-inspection
Temporary Food Service	
- License for Temporary Retail Food Service Establishment (per event)	\$50.00
Vending Machines	
- License for Vending Machine of Potentially Hazardous Foods:	
- First Ten Machines	\$100.00
- Additional Per Machine Over Ten	\$10.00
GENEALOGICAL DOCUMENT	\$15.00
HAZARDOUS WASTE FACILITIES	
- Registration fee for Interim Hazardous Waste Storage Facility: One Time Only – Prior to Licensing	\$1,000.00
- Annual License Fee	\$500.00
HOME BIRTHS	
- Registration fee	\$27.00 \$53.00
INCINERATORS – SMALL	
- Registration Fee for New Incinerators	\$125.00
- Annual License Fee	\$100.00
NOTARY PUBLIC SERVICE	\$2.00
REAL ESTATE INSPECTIONS	
- Septic Inspections	\$100.00
- Well Sampling	\$100.00
Photocopies	
(Disclosure Form Required)	.10 per printed side
- Plastic Sleeves – Large	\$2.00

- Plastic Sleeves – Small

\$1.00

RECREATIONAL FACILITIES – INSPECTIONS AND PERMITS

BEACH

- Not Connected to a camp – inspection \$75.00
- In conjunction with camp permit inspection \$25.00

CAMPGROUND

- Permit for Travel-Trailer park or Campground (first ten sites) \$120.00
- Additional per site over ten \$5.00

REFUSE HAULERS

- Per Vehicle/Per Year \$50.00

SEWAGE DISPOSAL

- Application for private new residential sewage disposal system installation \$250.00
- Reinstatement of new permit \$100.00
- Application for repair private sewage disposal system (including but not limited to addition, alteration, remodel, expansion and includes repair to sewer laterals) \$150.00

~~** Late fees charged for Pools and Spas, Refuse Haulers, and Retail Food Establishments will start to accrue one business day pay fees within 30 days after the deadline; 10% of annual fee per month for each month late, not to exceed 60% of the annual fee~~

- Septic Installer Test and Company Registration \$150.00
- Septic Installed by Homeowner Test \$250.00

SOLID WASTE MANAGEMENT

- Solid Waste Disposal Facility
 - Registration Fee - One Time Only – Prior to Licensing \$500.00
- Annual Fee \$350.00
- Transfer Site
 - Registration Fee – One Time Only – Prior to Licensing \$150.00
 - Annual Fee \$75.00
- Transfer Station
 - Registration – One Time Only – Prior to Licensing \$200.00
 - Annual Fee \$125.00

SWIMMING AND WADING POOLS AND SPAS

- Annual Pool and Spa Registration- open 5 or more months per year \$450.00
- Seasonal Pool and Spa Registration-open up to 5 months per year \$250.00

*** Late fees charged for Pools and Spas, Refuse Haulers, and Retail Food Establishments **will start** to **accrue one business day** ~~pay fees within 30 days after~~ **the** deadline; 10% of annual fee per month for each month late, not to exceed 60% of the annual fee*

******All fees collected are non-refundable and non-transferable (except in the case of an error on the part of the Monroe County Health Department)***

310-5. Health-Related Research Requests

Research of information from official birth and death records housed in the Health Department may be conducted by persons who are not employees of the Health Department pursuant to the following procedures:

- (A) a person wishing to research records of the Health Department, shall request permission to do so, in writing, from the Health Department, stating:

 - (1) the researcher's title, position and academic affiliation (if applicable);
 - (2) the purpose for which the data obtained is to be used; and
 - (3) the years and number of individual records to be researched (if known and/or applicable);
- (B) at no time shall the researcher be allowed to research the record books on his own without the supervision of a staff member of the Health Department present;
- (C) all such research is to be done in the offices of the Health Department and no official records are to be taken off the premises as such;
- (D) the department head reserves the right to set, or agree to, times and dates when such research may be conducted.
- (E) the researcher shall agree to bear any and all costs incurred for damage to, or duplication of, any and all records from which information is to be obtained;
- (F) at no time shall the privacy surrounding the records of illegitimate births, records of adoption or any other information considered privileged by statute or other provision be breached during or for research purposes;
- (G) the submittal of a request to do research shall constitute an implied agreement by the researcher to abide by all conditions set forth in this section.

CHAPTER 341

FOOD SERVICE ESTABLISHMENTS

341-1. Purpose

This chapter was promulgated to promote good public health and to establish sanitary regulations for retail food establishments, mobile retail food establishments and temporary retail food establishments in Monroe County.

341-2. Definitions

The following definitions shall apply in the interpretation and enforcement of this chapter:

"Adulterated" has the meaning set forth in IC 16-42-1 through 16-42-4.

"Closed" means fitted together snugly, leaving no openings large enough to permit the entrance of vermin.

"Commissary" means a registered catering establishment, restaurant or any other retail food establishment in which food, containers or supplies are kept, handled, prepared or stored.

"Corrosion-Resistant Materials" means those materials that maintain their original surface characteristics under prolonged influence of the food to be contacted, the normal use of cleaning compounds and sanitizing solutions and other conditions of use.

"Critical Item" means a violation of the 410IAC 7-24 Retail Food Establishment Sanitation Requirements that, if in noncompliance, is more likely than other violations to contribute to food contamination, illness, or environmental degradation. Critical items will be denoted as such on the inspection form.

"Easily Cleanable" means that surfaces are readily accessible and made of such materials and finish and so fabricated that residue may be effectively removed by normal cleaning methods.

"Employee" means the permit/license holder, an individual having supervisory or management duties, person on the payroll, family member, volunteer person performing work under contractual agreement or any other person working in a retail food establishment.

"Equipment" means items other than utensils used in the storage, preparation, display and transportation of food such as stoves, ovens, hoods, slicers, grinders, mixers, scales, meat blocks, tables, food shelving, reach-in refrigerators and freezers, sinks, ice makers and similar items used in the operation of a retail food establishment. This item does not include fork lift trucks or dollies.

"Food" means any raw, cooked or processed edible substance, ice, beverage or ingredient used, or intended for use, or for sale in whole, or in part, for human consumption.

"Food-Contact Surface" means those surfaces of equipment and utensils with which food normally comes in contact, and those surfaces from which food or other contaminants may drain, drip or splash back onto surfaces normally in contact with food.

"Foodborne Disease Outbreak" means an incident, in which:

- (A) two or more persons experience a similar illness after ingestion of a common food;
- (B) epidemiological analysis implicates the food as the source of the illness; or
- (C) a single case of illness from botulism or chemical poisoning.

"Food Processing Establishment" means a commercial establishment in which food is processed or otherwise prepared, packaged or manufactured for human consumption.

"HACCP Plan" means a written document that delineates the formal procedures for following the Hazard Analysis Critical Control Point principles developed by the National Advisory Committee on Microbiological Criteria for Foods. The HACCP Plan for a food establishment must be on file with the Health Department.

"Hazard" means a biological, chemical, or physical property that may cause an unacceptable consumer health risk.

"Health Department" means the Monroe County Health Department, which is the full-time County Health Department established in Chapter 301 and includes the Monroe County Board of Health, the Monroe County Health Officer and authorized representatives of the Health Officer.

"Health Officer" means the County Health Officer or his/her duly authorized representative.

"Hermetically Sealed Container" means a container designed and intended to be contents after processing.

"Imminent Health Hazard" means a significant threat or danger to health that is considered to exist when there is evidence to show that a product, practice, circumstance, or event creates a situation that requires immediate correction or cessation of operation included but not limited to; power outage, fire, water shut off, sewage back up, rodent infestation or cessation to prevent illness based on:

- A) The number of potentially ill persons; and
- B) The nature, severity, and duration of the anticipated illness.

"410 IAC 7-24" refers to the Indiana State Department of Health Retail Food Establishment Sanitation Requirements which is the state regulation governing retail food establishments.

"Kitchenware" means all multi-use utensils other than tableware.

"Law" means all applicable state and local statutes, ordinances, rules and regulations.

"License" means the document issued by the Health Department which authorizes a person to operate a retail food establishment, mobile retail food establishment, or a temporary retail food establishment.

"mg/L" means milligrams per liter, which is the metric equivalent of parts per million (ppm).

"Misbranded" has the meaning provided in the Uniform Indiana Food, Drug and Cosmetic Act as amended.

"Mobile Retail Food Establishment" means any retail food establishment without a fixed location which is capable of being readily moved intact from location to location that is wheeled, on skids, mounted on a vehicle, a marine vessel, pushcart or trailer.

"Multi Market Food Service Establishment" means: a Retail Food Establishment, other than a Mobile Retail Food Establishment, that operates at local farmers' markets in Monroe County. Food service operations may only take place at preapproved and applied locations.

"New Retail Food Establishment" means an establishment which has not been previously issued a license; or a licensed retail food establishment which has ceased operation for six (6) or more consecutive months or has changed ownership.

"Non-potential Hazardous Foods" means those foods with a water activity (Aw) value of 0.85 or less, a food with a hydrogen ion concentration (pH) level of 4.6 or below when measured at 75 degrees F., or foods for which laboratory evidence exists that demonstrates that rapid or progressive growth of infectious and toxigenic microorganisms or slower growth of Clostridium botulinum cannot occur. Some examples include candies, cookies, commercial pastries, fresh uncut fruits and vegetables, and commercially prepared unopened hermetically sealed containers which do not require refrigeration.

"Packaged" means bottled, canned, cartoned, bagged or securely wrapped.

"Person" means any individual, partnership, corporation, association or other legal entity.

"Person In Charge" means the individual present in a retail food establishment who is the supervisor of the retail food establishment at the time of inspection. If no individual is the apparent supervisor, then any employee present is the person in charge.

"Potentially Hazardous Food" means any food that is natural or synthetic and is in a form capable of supporting:

- (A) the rapid and progressive growth of infectious or toxigenic microorganisms; or
- (B) the growth and toxin production of C. botulinum.

Potentially hazardous foods include foods that are of animal origin that are raw or heat-treated; foods of plant origin that are heat treated or consist of raw seed sprouts; cut melons; and garlic and oil mixtures. The term includes foods with a water activity (Aw) value above 0.85 and foods with a pH level above 4.6 when measured at 75 degrees F.

"Reconstituted" means dehydrated food products recombined with water or other liquids.

"Regulatory Authority" means the state and/or local enforcement authority having jurisdiction over the retail food establishment.

"Restricted Use Pesticide" means a pesticide product that contains the active ingredients specified in the US Code 40 CFR (Code of Federal Regulations) 152.175; that are classified for restricted use; and that are limited to use by, or under direct supervision of, a certified applicator.

"Retail food establishment" means an operation as follows that:

- (1) Stores, prepares, packages, serves, vends, or otherwise provides food for human consumption, such as the following:
 - (A) A restaurant.
 - (B) A satellite or catered feeding location.
 - (C) A catering operation if the operation provides food directly to a consumer or to a conveyance used to transport people.
 - (D) A market.
 - (E) A grocery store.
 - (F) A convenience store.
 - (G) A vending location.
 - (H) A conveyance used to transport people.
 - (I) An institution.
 - (J) A food bank.
 - (K) A commissary.
 - (L) A cottage industry
 - (M) A hospice facility as defined in IC 16-25-11.
 - (N) A health care facility as defined in IC 16-21-2.
 - (O) A health facility as defined in 16-18-2.
 - (P) A child care facility as defined in IC 12-13-5, such as the following:
 - (Q) Licensed child care centers licensed under 470 IAC 3-4.7.
 - (i) Licensed child care institutions licensed under 470 IAC 3-11, 470 IAC 3-12, and 470 IAC 3-13.
 - (ii) Registered child care ministries registered under 470 IAC 3-4.5.
 - (R) An assisted living facility as defined in IC 12-10-5.
- (2) Relinquishes possession of food to a consumer directly or indirectly through a delivery service, such as home delivery of grocery orders or restaurant takeout orders, or delivery service that is provided by common carriers.
 - a. The term includes the following:
 - (1) An element of the operation, such as a transportation vehicle or a central preparation facility that supplies a vending location or satellite feeding location unless the vending or feeding location is permitted by the regulatory authority.
 - (2) An operation that is conducted in a:
 - (A) mobile;

- (B) stationary;
- (C) temporary; or
- (D) permanent; facility or location, where consumption is on or off the premises and regardless of whether there is a charge for the food.

b. The term does not include the following:

- (1) An establishment that offers only prepackaged foods that are not potentially hazardous.
- (2) A produce stand that offers only whole, uncut fresh fruits and vegetables.
- (3) A food processing plant operated under IC 16-42-5.
- (4) A private home where food is prepared by a member of an organization that is operating under IC 16-42-5-4.
- (5) An area where food that is prepared as specified in subdivision (4) is sold or offered for human consumption.
- (6) A bed and breakfast establishment as defined and regulated under IC 16-41-37 and 410 IAC 7-15.5.
- (7) A private home that receives catered or home-delivered food.
- (8) A private home.

"Safe Materials" means:

- a. articles manufactured from or composed of materials that may not reasonably be expected to result, directly or indirectly, in their becoming a component or otherwise affecting the characteristics of any food;
- b. a food additive or color additive as defined in Section 201 (s) or (t) of the Federal Food, Drug, and Cosmetic Act and which are used as specified in Section 409 or 706 of the Act; or
- c. other materials which are not food additives or color additives as defined in Section 201 (s) or (t) of the Federal Food Drug and Cosmetic Act and which are used in conformity with applicable regulations of the Food and Drug Administration; and
- d. articles used in conformity with requirements of the Indiana Food, Drug and Cosmetic Act (IC 16-42-2-1 and IC 16-42-2-4). Other materials are safe only if they are used in conformity with all applicable laws and rules of the Indiana State Board of Health.
- e. applied to potentially hazardous foods, means food temperatures of forty-one degrees (41°) Fahrenheit or below or one hundred thirty-five degrees (135°) Fahrenheit or above.

"Sanitize" means effective bactericidal treatment by a process that provides enough accumulative heat or concentration of chemicals on a clean surface that, when evaluated for efficacy, yields a reduction of five logs, which is equal to a 99.999% reduction, of representative disease microorganisms of public health importance.

"Seasonal Food Service Establishment" means: a Retail Food Service Establishment, other than a Mobile Retail Food Service Establishment that operates within Monroe County for not more than 9 months in a licensing period. Food service operations take

place at one fixed location.

"Sewage" means the water-carried waste derived from ordinary living processes, including, but not limited to, human excreta and waste water derived from water closets, urinals, laundries, sinks, utensil-washing machines, bathing facilities or similar facilities or appliances.

"Single-Service Articles" means cups, containers, lids, closures, plates, knives, forks, spoons, stirrers, paddles, straws, napkins, wrapping materials, toothpicks and similar articles intended for one-time, one-person use and then discarded. The term does not include "single use" articles such as Number 10 cans, aluminum pie pans, bread wrappers, and similar articles into which food has been packaged by the manufacturer.

"Tableware" means multi-use eating and drinking utensils, including flatware (knives, forks and spoons).

"Temporary Retail Food Establishment" means a retail food establishment that operates at a fixed location for a period of time not more than fourteen (14) consecutive days in conjunction with a single event or celebration such as a fair, carnival, circus, public exhibition or similar transitory gathering.

"Utensil" means any food-contact implement used in the storage, preparation, transportation or dispensing of food.

"Wholesome" means in sound condition, clean, free from adulteration and otherwise suitable for use as human food.

341-3.

Submission and Approval of Plans for Construction or Alteration of a Retail Food Establishment or Mobile Retail Food Establishment and Pre-Operational Inspection

- (A) Before a retail food establishment, or portion thereof, except for a temporary retail food establishment or vending machine location, is constructed, altered, or remodeled or before an existing structure is converted to the use as a retail food establishment, the owner, operator, or designated agent shall submit plans and specifications for the retail food establishment to the local Health Department for review and approval. The plans and specifications shall indicate the proposed layout, arrangement, mechanical plans and construction materials of work areas, and the type and model of proposed fixed equipment and facilities. A transmittal letter shall be submitted with the plans and specifications. This letter shall identify and summarize the plans or projects and shall indicate the owner, operator or designated agent. The Health Department shall approve the plans and specifications if they meet the requirements of this chapter. No retail food establishment or mobile retail food establishment shall be constructed, remodeled or converted except in accordance with plans and specifications approved by the Health Department.
- (B) When plans and specifications required by section 341-3(A) of this chapter are to be submitted to the Health Department, the Health Department shall inspect the retail food establishment or mobile retail food establishment prior to the start of operations to determine compliance with the approved plans and specifications and with the requirements of this chapter.
- (C) A fee for the review of such plans shall be assessed as specified in Chapter

341-4.

License: Requirements, Procedure for Issuance, Fees and Exemptions

- (A) It shall be unlawful for any person to operate a retail food establishment, mobile retail food establishment or temporary retail food establishment in Monroe County if the person does not possess a valid license from the Health Department. A separate license shall be required for each retail food establishment, mobile retail food establishment or temporary retail food establishment operated by any person. When separate areas for food service or preparation are located in one building and are operated by one owner, the establishment shall be considered as one establishment and only one license shall be required.
- (B) Only persons who comply with the applicable requirements of this chapter shall be entitled to receive and retain such a license. A license shall be issued to any person upon application and only after inspection of the retail food establishment, mobile retail food establishment or temporary retail food establishment and upon approval by the Health Department. No license, or renewal thereof, shall be denied or revoked on arbitrary or capricious grounds.
- (C) The license for a retail food establishment shall be for a term of one (1) year, beginning March 1st and expiring on the last day of February of the calendar year and shall be renewed annually. Failure to pay the fee for the renewal of a license by the last day of February of the current calendar year shall result in the assessment of a delinquent fee against the retail food establishment in the amount specified in Chapter 310-4. The delinquent fee shall be in addition to the annual fee.
- (D) The license for a mobile retail food establishment shall be for a term beginning the date of application to, and approval by, the Health Department and expiring on the last day of February of the following calendar year. The fee for the license, as specified in Chapter 310-4, shall be due and payable at the time of application to, and approval by, the Health Department. Each mobile unit shall be licensed and charged a fee.
- (E) The license for a temporary retail food establishment shall be for a term beginning the date of application to, and approval by, the Health Department and expire no later than fourteen (14) consecutive days after the date the establishment begins operating. The fee for the license, as specified in Chapter 310-4 shall be due and payable at the time of application to and approval by the Health Department.
- (F) Any license issued by the Health Department shall contain the name of the person to whom the license is granted, the address of the premises for which the license is issued, and any such pertinent data as may be required by the Health Department. The license shall be posted in a conspicuous place in the retail food establishment, mobile retail food establishment or temporary retail food establishment.
- (G) A license is not transferable to another location or to another person. In the event of a change of ownership by conveyance, sale contract, lease or other means, the current license shall become void and a new license shall be required. A license shall not be issued to a retail food establishment under new ownership until it is in full compliance with all applicable State and local

laws.

In the event the Health Department is not notified of a change of ownership of a retail food establishment, a license for the next year shall not be issued until:

- (1) the retail food establishment is in full compliance with all applicable State and local laws; and
 - (2) the past year's license is paid for in full, including delinquent fees in accordance with subsection (C).
- (H) No license shall be required and no license fee shall be paid for any retail food establishment, mobile retail food establishment or temporary retail food establishment operated by any religious, educational, charitable or other non-profit organization exempted under the Indiana Gross Income Tax Law.

341-5. Sanitation and Education Requirements

- (A) All retail food establishments, mobile retail food establishments, and temporary retail food establishments shall comply with the sanitation requirements specified by the Indiana State Board of Health as now provided in its Rule 410 IAC 7-24 or as the same may be changed or amended. This Rule and any changes or amendments to it that may be adopted or promulgated are incorporated by reference and made part of this section. Two (2) copies of this Rule are on file, in the office of the Auditor and in the Health Department for public inspection.

341-6. Sale, Examination and Condemnation of Unwholesome, Adulterated and Misbranded Food

- (A) It shall be unlawful for any person to sell, through a retail food establishment, mobile retail food establishment or temporary retail food establishment, any food that is unwholesome, adulterated, or misbranded.

(B) Samples of food may be taken and examined by the Health Department as often as may be necessary to determine freedom from contamination, adulteration or misbranding. The Health Department may, on written notice to the owner or operator, impound and forbid the sale of any food that is unwholesome, adulterated or misbranded, or that it has probable cause to believe is unfit for human consumption, unwholesome, adulterated or misbranded. However, in the case of misbranding that can be corrected by proper labeling, such food may be released to the operator for correct labeling under the supervision of the Health Department. The Health Department may also cause to be removed or destroyed any dairy product, meat, meat product, seafood, poultry, poultry product, confectionery, bakery product, vegetable, fruit or other perishable article that in its opinion is unsound, contains any filthy, decomposed or putrid substance, or may be poisonous or deleterious to health or otherwise unsafe.

341-7. Disease Control

- (A) No employee, while infected with a disease in a communicable form that can be transmitted by foods, or who is a carrier of organisms that cause such a disease, or while afflicted with a boil, an infected wound, or an acute respiratory infection, shall work in a retail food establishment, mobile retail

food establishment or temporary retail food establishment in any capacity in which there is a likelihood of such person contaminating food or food-contact surfaces with pathogenic organisms or transmitting disease to other persons. If the person in charge of any retail food establishment, mobile retail food establishment or temporary retail food establishment has reason to believe that any employee has contracted any disease which can be transmitted by food, he/she shall notify the Health Department immediately.

(B) When the Health Department has reason to believe there exists a possibility of transmission of infection from any retail food establishment employee, mobile retail food establishment employee or temporary retail food establishment employee, the Health Department is authorized to require any or all of the following measures:

- (1)** the immediate exclusion of the employee from all retail food establishments, mobile retail food establishments and temporary retail food establishments;
- (2)** the immediate closing of the retail food establishment, mobile retail food establishment or temporary retail food establishment concerned until no further danger of disease outbreak exists in the opinion of the Health Department; and/or
- (3)** adequate medical examination of the employee and of his/her associates with such laboratory examinations as may be indicated.

341-8.

Retail Food Establishment and Mobile Retail Food Establishment: Inspection, Correction of Violations and Revocation of License

- (A)** Each retail Food establishment will receive unannounced compliance inspections at a frequency determined by the Health Department using a risk-based analysis of the establishment. Each mobile retail food establishment shall be inspected by the Health Department at least once a year.
- (B)** The person operating the retail food establishment, or mobile retail food establishment shall, upon the request of the Health Department, permit the Health Department access to all parts of such retail food establishment, or mobile retail food establishment and shall permit the Health Department to collect evidence and exhibits and to copy any or all records relative to the enforcement of this chapter.
- (C)** If during the inspection of any retail food establishment or mobile retail food establishment the Health Department discovers the violation of any of the requirements in the provisions of this chapter, it shall issue a written order listing such violations to the owner or to the person in charge and shall fix a time within which the owner or the person in charge of such retail food establishment or mobile retail food establishment shall abate and remedy such violations. A copy of the written order shall be filed with the records of the Health Department.
- (D)** If upon a second and final inspection the Health Department finds that such

retail food establishment or mobile retail food establishment, person, or employee is violating any of the provisions of this chapter that were in violation on the previous inspection and concerning which a written order was issued:

- (1) the Health Department may promptly issue a written order to the owner or to the person in charge of such retail food establishment or mobile retail food establishment to appear for an administrative hearing at a certain time and place, no later than ten (10) days from the date of final inspection, to show cause why a license issued under provisions of this chapter should not be revoked; or
 - (2) the Health Department shall furnish evidence of the violation(s) to the Monroe County Attorney, and he/she shall prosecute all persons violating the provisions of this chapter.
- (E) If at the administrative hearing the owner or person in charge should fail to show cause as to why his/her license should not be suspended or revoked, the Health Department shall suspend or revoke the license of such retail food establishment or mobile retail food establishment and shall promptly give written notice of such action to the owner or person in charge. The Health Department shall maintain a permanent record of its proceedings which shall be filed in the office of the Health Department.
- (F) Those establishments having their license suspended or revoked by the Health Department shall be placarded by the Health Department with an official notice to the effect that the establishment is closed by order of the Health Department. It shall be illegal to remove, damage or deface such notice prior to the establishment being allowed to resume operation by the Health Department.
- (G) All critical violations shall be corrected within the period of time specified by the Health Department, but in any event, not to exceed ten (10) days following an inspection. Within fifteen (15) days after the inspection the owner or person in charge of the retail food establishment or mobile retail food establishment may be required to submit a written report to the Health Department stating the action taken to correct the critical items. Purchase orders or work contracts with a work completion date satisfactory to the Health Department may be accepted as interim corrective action.

341-9. Temporary Food Service Establishment: Inspection, Correction of Violations, Revocation of License and Penalty

- (A) The Health Department may inspect temporary retail food establishment for which a license is required under the provisions of this chapter.
- (B) If during the inspection of any temporary retail food establishment the Health Department discovers the violations of any of the requirements in the provisions of this chapter, it shall order the immediate correction of the violation(s).
- (C) The person operating the temporary retail food establishment shall, upon the request of the Health Department, permit the Health Department access to all parts of the temporary retail food establishment and shall permit the collecting of evidence and exhibits and the copying of any or all records relative to the

enforcement of this chapter.

- (D) Upon failure of any person maintaining or operating a temporary retail food establishment to comply with any order of the Health Department, it shall be the duty of the Health Department to immediately revoke or suspend the license of such person and establishment and to forbid the further sale or serving of food therein. Any person continuing to sell or serve food in such temporary retail food establishment whose license has been revoked or suspended shall be subject to the penalties specified in Section 341-11.
- (E) Those establishments having their license suspended or revoked by the Health Department shall be placarded by the Health Department with an official notice to the effect that the establishment is closed by order of the Health Department. It shall be illegal to remove, damage or deface such notice prior to the establishment being allowed to resume operation by the Health Department.

341-10. Temporary Suspension of License

- (A) Any license issued under this chapter may be temporarily suspended by the Health Department without notice or hearing for a period not to exceed thirty (30) days for any of the following reasons:
 - (1) an imminent health hazard such as lack of refrigeration, sewage backup into the retail food establishment, loss of hot water supply, major rodent or insect infestation, or an extended power outage. The retail food establishment shall immediately cease retail food operations. Operations shall not be resumed until authorized by the Health Department;
 - (2) unsanitary or other conditions that in the Health Department's opinion endangers the public's health;
 - (3) interference with the Health Department in the performance of its duties; and/or
 - (4) undue harassment of Health Department inspectors in the performance of their duties.

Upon written application from the owner or from the person in charge, served upon the Health Department within fifteen (15) days after such suspension, the Health Department shall conduct a hearing upon the matter, after giving at least five (5) days written notice of the time, place and purpose thereof to the suspended owner or person in charge. Any such suspension order shall be issued by the Health Department, in writing, and served upon the owner or person in charge by leaving a copy at his/her usual place of business, or by delivery of registered or certified mail to such address.

- (B) Any person whose license has been suspended may at any time make application to the Health Department for the reinstatement of his/her license.

341-11. Penalties for Violations

- (A) A person who violates any of the provisions of this chapter commits an ordinance violation which:

- (1) for the first violation is a Class C Ordinance Violation; and
 - (2) for the second or any subsequent violation is a Class B Ordinance Violation.
- (B) Each day of operation of a retail food establishment, mobile retail food establishment or temporary retail food establishment in violation of the provisions of this chapter, or after the expiration of the time limit for abating insanitary conditions and completing improvements to abate such conditions as ordered by the Health Department, shall constitute a distinct and separate violation.
- (C) In addition to the penalties prescribed above, the department may seek injunctive relief and all the remedies available in a court of equity.
- (D) In addition to the penalties prescribed above, any person who violates any provision of this chapter shall be liable for the costs of litigation including, but not limited to, attorney fees, deposition fees, the costs of expert witnesses, lab testing expenses and court costs.

341-12. Enforcement

This chapter shall be enforced by the Health Department, with the assistance of the Monroe County Attorney, or his/her appointed deputies, and, in appropriate cases, by the Monroe County Prosecuting Attorney.

[end of chapter]

Amended 12/12/2014



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal ☒ Work session ☐ Department

Title to appear on Agenda:

Vendor #

Executive Summary:

The department applied for the LARE (Lake and River Enhancement Program) grant and was notified of the award. The grant funds will assist in the removal of the log jam on Brummetts Creek. The funds are 80% of the cost, not to exceed \$7,000.00.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:

GRANT AGREEMENT

Contract #0000000000000000000072038

This Grant Agreement ("Grant Agreement"), entered into by and between Indiana Department of Natural Resources/Division of Fish and Wildlife (the "State") and MONROE COUNTY (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of \$7,000.00 (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Exhibits A and B** of this Grant Agreement, which are incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 14-22-3.5 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

The grant must comply with the requirements and procedures set forth in the **POLICIES REGARDING SEDIMENT REMOVAL, LOGJAM REMOVAL, AND INVASIVE PLANT AND ANIMAL CONTROL** provided by the Lake and River Enhancement Program of the Indiana Department of Natural Resources, Division of Fish and Wildlife (http://www.in.gov/dnr/fishwild/files/fw-LARE_Policies_Sed_Removal_Logjam_AVM.pdf) and is hereby incorporated fully by reference.

FUNDING SOURCE:

If Federal Funds: Program Name per Catalog of Federal Domestic Assistance (CFDA): _____

CFDA # _____

If State Funds: Program Title Lake and River Enhancement Program

2. Representations and Warranties of the Grantee.

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

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

3. Implementation of and Reporting on the Project.

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

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

4. **Term.** This Grant Agreement commences on March 24, 2023 and shall remain in effect through December 31, 2025. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

5. Grant Funding.

A. The State shall fund this Grant in the amount of \$7,000.00. The approved Project Budget is set forth as **Exhibit B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

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

6. Payment of Claims.

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

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

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

D. Claims shall be submitted to the State within 15 calendar days following the end of the month in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than 30 calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within 30 calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis only. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

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

A. whether Project activities are consistent with those set forth in **Exhibit A**, the Grant Application, and the terms and conditions of the Grant Agreement;

B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit B** and that unpaid costs have been properly accrued;

C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

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

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

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

C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines*

for Examination of Entities Receiving Financial Assistance from Governmental Sources, <https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>. Guidelines for filing the annual report are included in **Exhibit C** (Guidelines for Non-governmental Entities).

9. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

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

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

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

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

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

G. As required by IC § 5-22-3-7:

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

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

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

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

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

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

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

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

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

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

10. Debarment and Suspension.

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

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

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

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

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

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

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

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

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

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

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

A. The Grantee has enrolled and is participating in the E-Verify program;

B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;

C. The Grantee does not knowingly employ an unauthorized alien.

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

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

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

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

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

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

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect

to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

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

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

- A. Notices to the State shall be sent to:
LARE Program Supervisor
Lake & River Enhancement Program
402 W. Washington St.
Indianapolis, IN 46204
E-mail: LARE@dnr.IN.gov
- B. Notices to the Grantee shall be sent to:
Kelsey Thetonia
Monroe County Highway Dept.
501 N. Morton St. Suite 216
Bloomington, IN 47404
E-mail: kthetonia@co.monroe.in.us

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

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

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

21. Termination for Breach.

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

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

22. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

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

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

25. Provision Applicable to Grants with tax-funded State Educational Institutions:
"Separateness" of the Parties. The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

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

Non-Collusion, Acceptance

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

Agreement to Use Electronic Signatures

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

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

MONROE COUNTY

Indiana Department of Natural Resources

By:

By:

Title:

Title:

Date:

Date:

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

Exhibit A

Scope of work for the Grant:

The Monroe County Highway Department ("grantee") shall use the Lake and River Enhancement (LARE) grant funds to pay for:

- 1) 80% of the cost not to exceed a total of \$7,000.00 for the logjam removal project on Brummett's Creek.

The grantee shall:

- 1) Ensure that any work carried out complies with all pertinent state laws, rules, requirements, and permits
- 2) Pay any contractor performing the duties of this grant within 10 days of receipt of LARE Grant funds via EFT.
- 3) Ensure that all measures installed or utilized in this project meet the specifications required and are installed by the deadline of the end of this project as specified in the grant agreement.
- 4) Provide copies of the final report to the LARE Project Manager.

Exhibit B

Approved budget for the Grant:

The Approved total budget amount for the Monroe County Highway Department ("grantee") is 80% of the costs of completing the tasks, as noted in Exhibit A, up to a total amount of \$7,000.00.

Exhibit C
Annual Financial Report for Non-governmental Entities

Guidelines for filing the annual financial report:

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



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

The Monroe County Probation Department utilizes a GPS based cell phone application for it's field officers known as Work Force Manager. The ActSoft company providing the software was partnered with AT&T, provider of our cell service. This partnership allowed for the application cost to be added to our monthly cell service bill.

Recently that partnership dissolved, requiring an agreement be drawn between Monroe County and ActSoft. This request is to approve the 3 yr. agreement to retain that service. Charges equal \$250.00 monthly, totaling \$9,000 over the life of the agreement. All costs will be shifted from the telephone maintenance line, to the software line in Cumulative Capital.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:



Workforce Manager

The end-to-end workforce management application

Proposal

Prepared for: Monroe County Government

Prepared by: Danielle Howisen



Overview

Our cutting-edge application strengthens communication between dispatchers and mobile workers while delivering services faster and more efficiently. Improve dispatching, timekeeping, and monitor vehicle and asset usage from a centralized information hub.



Job Dispatching

Create new orders for deliveries, service calls, or other types of tasks. Update the status of an order from the field.



Wireless Forms

Reduce the amount of paper printed by having employees fill out forms on their tablet or smartphone, and sending completed forms back to the office.



Mobile Timekeeping

Mobile employees can punch in and out while on-the-go with the mobile time clock, and management has the ability to accurately track lunches and breaks.



Event-Based Tracking

Keep tabs on your workforce by tracking employees as they operate in the field. When a worker performs any action using the application, a time and gps location event is created.



Messaging

Secure messaging allows you to openly communicate with your entire workforce.



Vehicle Tracking

The application monitors and reports driver behaviors that could prove to be detrimental to vehicle integrity, while also keeping business owners updated on service needs.



Mobile Assets

The state-of-the-art software brings the ultimate level of security and asset management, allowing you to oversee deliveries, construction and other out-of-office jobs involving your mobile assets.

Add-on feature



Intelligent tracking

Streamline the productivity of your company with Intelligent Tracking. This add-on feature is a movement tracker that picks up the location of employees through their mobile device.



Custom Proposal

Monthly Investment	Quantity	Price	36 Month Total
Workforce Manager Standard	0	\$10.00	\$0.00
Workforce Manager Enhanced	13	\$15.00	\$7,020.00
Workforce Manager Premium	0	\$20.00	\$0.00
Crew Timekeeping (10 Pack)	0	\$20.00	\$0.00
GPS Only	0	\$10.00	\$0.00
Intelligent Tracking (Add-on)	11	\$5.00	\$1,980.00

One-Time Investment	Type	Quantity	Price	Total
Fleet Device(s)				\$0.00
				\$0.00
				\$0.00
Asset Device(s)				\$0.00
				\$0.00
				\$0.00
				\$0.00

Notes	Total 36 Month Investment	Total One-time Cost
	\$9,000.00	\$0.00
	Monthly	Annually
	ROI Savings	
	Estimated Solution Cost	
	Overall ROI	

Quote Expiration Date		Actsoft Signature. <u>Andrew King</u>
Term		
Effective Date		
		Customer Signature _____



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 04/12/23

Formal ☒

Work session ☐

Department Youth Services

Title to appear on Agenda:

Safe Place Agreement with Owen County
Fair Association

Vendor # 001302

Executive Summary:

Youth Services Bureau Safe Place would like to renew our annual booth at the Owen County Fair. The fair is July 9th-15th, and it is consistently one of our biggest events, giving us an opportunity to share Safe Place information with hundreds of youth in Owen County. The cost to rent the booth for the week is \$200.

Fund Name(s):

Safe Place Outreach

Fund Number(s):

9103.30058.00000.9623

Amount(s)

\$200

Presenter: Cassidy McCammon

Speaker(s) for Zoom purposes:

Name(s)

Cassidy McCammon

Phone Number(s)

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

Attorney who reviewed:

Turner-King, Molly



Commercial Exhibits Contract

Owen County Fair - Spencer, Indiana

Date of Fair: 07/09/2023- 07/15/2023

Exhibitor Name: Youth Services Bureau - Safe Place

Exhibitor Address: 615 S. Adams St, Bloomington, 47403

Exhibitor Phone #: 812-349-2043

Contact Name: Cassidy McCammon

Email Address: cmccammon@co.monroe.in.us

Items permitted to be displayed, exhibited, or sold must have prior approval of the Owen County Fair Board. Items considered objectionable may be removed at the discretion of the lessor. Please describe briefly in the space below all items to be displayed, exhibited, given away/or sold. *Items excluded are any fried dough product, ice and cotton candy. Fair board has ice available.*

Description of items to be sold, exhibited, or given away:

Outreach information / brochures related to Safe Place, as well as free promotional items for kids, such as fidget toys, frisbees, water bottles, drawstring bags, rubber ducks, and bracelets.

Food Vendors:

Indoor: \$275.00 per space

Outdoor: \$300.00 with 20ft frontage

Non-Food Vendors/Exhibitors:

Indoor: \$200.00

Outdoor (10 ft x 10 ft): \$150.00

Any space needing 30 AMPS or more will also be charged a \$50 electricity fee.

****Please remember if you are using an outdoor space to include the tongue length in the space of your unit****

We strongly encourage you to consider becoming a Fair Sponsor of an event or a building!

I hereby agree to use 1 spaces indoor outdoor (circle appropriate option) provided by the Owen County Fair Association at a rate of \$ \$200 each.

Total Booth Fee (number of booth spaces x fee): \$ \$200

Electricity if applicable \$

Total Fee (Total booth fee + electricity fee if applicable): \$ \$200

*A copy of your certificate of insurance/liability and property damage for \$500,000 non-food or \$1 million for consumable products must be received one month prior to the start of the fair.

It is agreed by the contracting parties that all fees and contract shall be returned and paid by no later than **April 15**. Make checks payable to O.C.F.A. If the contract is not received by **April 15**, we cannot guarantee your both space.

The undersigned hereby agrees to each and every provision set forth in the contract for lease space.

Exhibitor's Signature: _____

Date: _____

Please return contract to: Owen County Fair Association, 570 N Main Street, Spencer, IN 47460



Commercial Exhibits Contract

Owen County Fair - Spencer, Indiana
Terms and Conditions

Lessor and Lessee Agree To...

- 1) A signed copy of terms and conditions must be returned with the original contract and payment in full before the due date of April 15th 2023
- 2) A copy of your certification of insurance must be received by the OCFA prior to booth assembly.
- 3) All booths must be completely set up by 5 pm Saturday. Failure to comply may result in immediate forfeit of the space. No refunds will be given.
- 4) All exhibits must be occupied and open for operation from 5:00 pm to 10:00 pm daily. Failure to comply may result in immediate forfeit of space. Refunds will not be given.
- 5) All Exhibitors must park in designated parking areas. Exhibitors will receive two (2) parking passes per space.
- 6) The parties further agree that if the Exhibitor cancels this contract within thirty (30) days prior to opening day of the fair or fails to use the leased space, all money shall be forfeited.
- 7) All selling must be conducted from inside the Exhibitor's space. And all items including consumables must be approved by the Fair Board. Exhibitor's salespeople and other employees must not block side aisles or solicit from any place other than the space rented by Exhibitor.
- 8) Exhibitors shall not be permitted to distribute any literature or other materials outside of the confines of the space rented by such Exhibitor.
- 9) Each Exhibitor shall keep trash picked up to the center of the aisle in front of their booth during the Fair and shall leave his or her exhibit area in a clean and neat order during and at the close of the fair.
- 10) The display of all signs and/or pictures, the distribution of all advertising matter and/or literature or any character, the installation of all decorations, and the alteration of the appearance of the premises herein leased shall be all the times subject to the supervision and ultimate control of the Fair Board of Commercial Exhibitors.
- 11) All raffles, lotteries, alcoholic beverages, drugs, drug paraphernalia and items that represent drugs in any way, knives, firearms, obscene literature, and other objectionable materials and/or activities (as shall be determined exclusively by the Owen County Fair Board) are prohibited.
- 12) Any violation of the terms set out in this contract shall be grounds for the Lessor to declare a forfeiture of the leased space and the Exhibitor shall immediately remove all materials pertaining to Lessee's/Exhibitors exhibits from the fairgrounds and Exhibitor shall forfeit any fees paid.
- 13) The Fair Board of Commercial Exhibits reserves the right to make space changes to facilitate efforts for a successful fair.



- 14) The Exhibitor herein RELEASE AND DISCHARGES the Owen County Fair Board, its component member and their successors from liability of any nature and AGREES TO INDEMNIFY said parties from any and all liability by reason of injury (including death) to property and/or persons which may occur upon the premises herein described in any manner connected with use of the same by the Exhibitor.
- 15) The OCFA **does not** carry liability insurance for your space, and the Fair Association is **not responsible** for Lost, Stolen, or Damaged **PROPERTIES**.
- 16) Exhibitor shall **INDEMNIFY AND HOLD HARMLESS** the Lessor of and from any and all injuries arising out of, occasioned by, or resulting from conduct of any persons working on behalf of Exhibitor in their booth.
- 17) No animals, pets, or livestock of any kind are allowed in the Exhibit area.
- 18) By accepting space at the Owen County Fair, the Exhibitor agrees to the terms and conditions set forth in this contract.
- 19) This contract constitutes the entire agreement by and between the parties, and there are no oral representations to the contrary.
- 20) This contract may not be amended, unless in writing executed by the parties, and attached to this contract. This contract shall be binding upon the parties hereto, their heirs, administrators, successors, and assigns.
- 21) This contract shall be construed under the laws of the State of Indiana.

Exhibitor's Signature (Exhibitor) : _____

Amp needed: _____

Breaker size: _____

☐

Contract

☐☐

Insurance



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal ☒ Work session ☐ Department

Title to appear on Agenda:

Vendor #

Executive Summary:

We are asking for Commissioner's approval and signatures on agreement with Sound Management LLC for radio and digital advertising of the 2023 Primary Election. Total cost not to exceed \$4016.00.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:

Sales Order

Sound Management LLC
304 South SR 446
Bloomington IN 47407

Rep: Tony Carnulet
Phone:
email: tony@artisticradio.net

Advertiser: Monroe County Clerk
Contact: Terri Bowman
Address: 301 N College Ave, Suite 201
Bloomington IN 47404 US

Contract ID: C00102625
Quote date: 03/31/2023
Description: Early Voting 2023 Spot
Ads

Payment type: Cash
Broadcast Cash: 2,016.00
NTR Cash: 0.00
Subtotal cash: 2,016.00

Phone: tbowman@co.monroe.in.us
Email: tbowman@co.monroe.in.us
Agency: No
Co-op: No
Co-advertiser:
Affidavit Required: No
Billing notes:

Revision description:
Product 1: Government
Product 2: -
Run Dates: 04/04/2023 - 05/02/2023
Schedule: Calendar
Stations: 96.7 WBWB
Broadcast NTR Trade: 0.00
Total: 2,016.00

Broadcast Schedule

Station	Daypart Time	Note	Length	Rate	Pmt	Start	End	Period	#Per	#Ads	ROS	M	T	W	R	F	S	U	TSpots	\$
96.7 WBWB	M-F 6a-10a Morning Drive	Early Voting 2023	30	32.00	Cash	04/04/2023	05/02/2023	none	0	0	No	2	2	2	2	2	0	0	42	1,344.00
96.7 WBWB	M-F 3p-7p	Early Voting 2023	30	32.00	Cash	04/04/2023	05/02/2023	none	0	0	No	1	1	1	1	1	0	0	21	672.00
Totals									3	3	3	3	3	3	3	0	0	63	2,016.00	

Terms & Conditions

I agree to abide by the terms and conditions of this contract.
The signed does here by agree to personally guarantee and be fully responsible for the prompt payment of any and all indebtedness and other liabilities owing from the broadcasting of advertising under the continuing guarantee and shall cover all indebtedness or liability on the part of Sound Management.
We preempt by rate and a two week cancellation policy applies.
Sound Management and Radio Stations WBWB and WHQC do not and shall not discriminate, in any way on the basis of race or gender, respecting their advertising practices and will accept no advertising which is placed with an intent to discriminate on the basis of race, gender or ethnicity. Advertiser hereby certifies that it is not buying broadcasting air time under this advertising sales contract for a discriminatory purpose.

Special Terms & Conditions

Client signature: _____
Company signature: _____

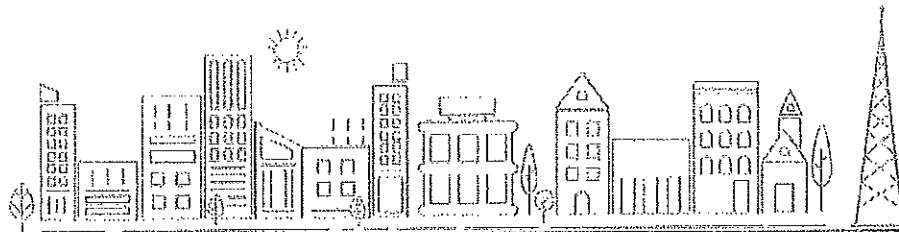
Print Name: _____
Title: _____

Date: _____
Date: _____

Early Voting Spring 2023

Advertiser **MONROE COUNTY CLERK**
Created By **Kirsten Millard**
Salesperson **Kirsten Millard**
Address **301 North College Avenue, 201, Bloomington,
Indiana, 47404, US**

Created On : 03/31/2023




Proposal Summary

Kirsten Millard

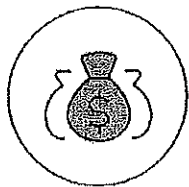
Salesperson: Kirsten Millard

E-mail: kirsten@artisticradio.net

Requested Dates: 04/08/2023 - 04/30/2023

Selected Ad Type(s)	Est. Monthly Cost	Impressions Goal
 Geofencing	\$2,000.00	133,333

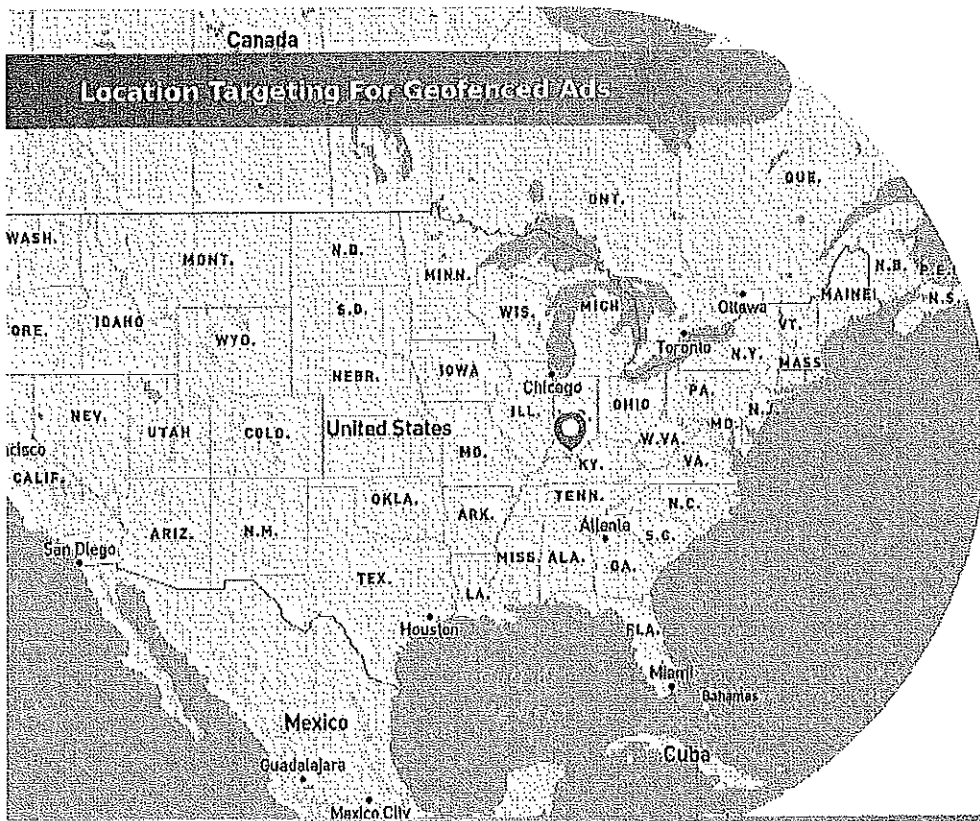
Over **22** Days




Total Budget
\$2,000.00




Digital
\$2,000.00



Locations For Geofenced Ads

 301 North College Avenue, Bloomington,
Indiana 47404, United S... (5 miles)

Agreement: MONROE COUNTY CLERK

Selected Products	CPM	Est. Cost (\$)	Est. Impressions	Date Range
 Geofencing	\$ 15.00	\$ 2,000.00	133,333	04/08/2023 - 04/30/2023
Subtotal		\$ 2,000.00		

Proposal Date
04/01/2023

Duration
22 Days

Client Name
MONROE COUNTY CLERK

Client Signature:

Justyn Browne

Date:

04-04-2023

Grand Total **\$2,000.00**

2023 Primary Election Radio and Digital Advertising

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

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

Penny Githens, President

Penny Githens, President

Julie Thomas, Vice President

Julie Thomas, Vice President

Lee Jones, Commissioner

Lee Jones, Commissioner

ATTEST:

Catherine Smith, Auditor