



**MONROE COUNTY BOARD OF COMMISSIONERS'
WORK SESSION AGENDA *Revised***

August 30, 2023

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

1. Resolution 2023-25; Surplus Property

3

Richard Crider, Fleet and Facilities

This request is to approve the declaration of items for surplus from the Parks Department, Public Defenders Office, and Clerk's office.

Parks Department - Multiple piles of sheet metal, gutters, and chain link fence. 5 soccer benches, 4 soccer goals, 5 metal trash lids, 3 trash can holders, 2 large metal doors, 2 metal stage steps, and 1 kids picnic table. These items will be taken to a salvage yard and sold as scrap metal. 1 playground balance beam will be taken to the dumpster.

Public Defenders Office - 29 office chairs that will be replaced with new. They will be disassembled and thrown away.

Clerk's Office - 10 office chairs that will be replaced with new. They will be disassembled and thrown away.

2. Ordinance 2023-32; Amend Monroe County Code Chapter 755 (Use of, and Work Within, a County Right-of-Way)

14

Lee Baker, Legal

Monroe County Highway Department requests that Section 755-12 be added to the Monroe County Code Chapter 755 (Use of, and Work Within, a County Right-of-Way) and requests that the Board of Commissioners review, consider, and approve this request. The requested section adds a provision (1) describing the duty of owners of property adjacent to a County Right-of-Way to maintain their property so as not to pose a hazard to motorists traveling the adjacent road and to not interfere with the County's use of the Right-of-Way, and (2) a provision for enforcement of the prescribed duty.

3. Introduction and Review of ARPA sub-recipient policy and Resolution 2023-26

63

Jeff Cockerill, Legal

This request is for Commissioner approval of a resolution approving a sub-recipient policy for American Rescue Plan Act funds. This policy has been reviewed by FORVIS (the firm completing our annual audits), Baker Tilley, and the Monroe County Legal Department. This policy and corresponding monitoring documents will ensure that Monroe County Government fulfills all responsibilities and requirements currently set by the U.S. Department of the Treasury.



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 to approve the declaration of items for surplus from the Parks Department and Public Defenders Office.

Parks Department - Multiple piles of sheet metal, gutters, and chain link fence. 5 soccer benches, 4 soccer goals, 5 metal trash lids, 3 trash can holders, 2 large metal doors, 2 metal stage steps, and 1 kids picnic table. These items will be taken to a salvage yard and sold as scrap metal.
1 playground balance beam will be taken to the dumpster.

Public Defenders Office - 29 office chairs that will be replaced with new. They will be disassembled and thrown away.

Clerks Office - 10 office chairs that will be replaced with new. They will be disassembled and thrown away.

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:

RESOLUTION 2023- 25
RESOLUTION CONCERNING SURPLUS PROPERTY

A resolution to declare certain personal property of Monroe County to be no longer needed and unfit for the purpose for which it was intended, and to be considered surplus property for purposes of disposal.

WHEREAS, the Board of Commissioners of Monroe County, Indiana is empowered to declare unneeded property to be surplus property; and,

WHEREAS, the Board of Commissioners of Monroe County, Indiana, may authorize the disposal of surplus property pursuant to Indiana Code §5-22-22 - et seq.:

NOW, THEREFORE, be it resolved by the Board of Commissioners of Monroe County, Indiana, that:

1. Pursuant to Indiana Code §5-22-22 Sections 3 and 6, the property set forth in the attached “Exhibit A,” consisting of miscellaneous metal, one (1) playground balance beam and thirty-nine (39) office chairs shall be considered to be surplus for purposes of disposal. “Exhibit A” identifies the property to be sold and “Exhibit B,” “Exhibit C,” and “Exhibit D” requests that said property be removed from County inventory. All exhibits are attached, incorporated herein, and is made a part of this Resolution.
2. Pursuant to Indiana Code § 5-22-22-8, the value of the playground balance beam and all of the office chairs, as identified in “Exhibit A,” is less than the estimated costs of the sale and transportation of said item. Therefore, these furniture items are deemed worthless or of no market value. This furniture item will either be demolished or junked.
3. The miscellaneous metal as identified in “Exhibit A” have an individually estimated value of less than One Thousand Dollars (\$1,000.00) or collectively an estimated value of Five Thousand Dollars (\$5,000.00) or less. Pursuant to Indiana Code § 5-22-22-6, these items may be sold at either public or private sale without advertising. Monroe County elects to sale these items as scarp material to a salvage yard. If items are not sold as scrap, it may be demolished or junked.
4. The above-described property may be removed from the Monroe County fixed asset inventory.

(remainder of page intentionally left blank).

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS

This 30th day of August, 2023

"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

Exhibit A

Parks





Public Defenders Office







Clerks Office





Exhibit B

Fixed Capital Asset and Inventory Retirement Form

This completed form must be provided to the HWY dept. and on file for all items subject to surplus sale.

STEP 1

Elected Official/Department Head: Michael Hunt

Date: 8/23/23

Select one: ☐ Fixed Capital Asset (Item is reported to the State via Auditor)

Reason for Retirement of Item: Choose an item.

(Auditor: This represents a liability on the County balance sheet)

☒ Inventory Item (Will have Manager+ bar code)

Reason for Surplus or Disposal? Replaced with New

If 'other' or 'relocated' were selected, please explain and/or list new proposed location: Click here to enter .

Department: Public Defenders Office

Asset/Inventory Item and Description: (i.e. table, chair, 1998 Ford Pickup Truck) 29 Office Chairs

Were Federal Funds used to purchase? ☐ YES ☒ NO

If yes, must attach approval to dispose from the awarding agency OR Award notice stating item is exempt.

Asset/Inventory Item value: 0

Elected Official or Department Head Signature: 

STEP 2

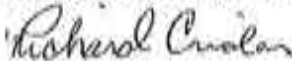
ITEM REMAINS ON ACTIVE INVENTORY OR ASSET LIST UNTIL COMPLETION OF STEP 4, FINAL APPROVAL AND DECLARATION FROM THE BOC AT A PUBLIC MEETING.

Maintenance/Technical Services Department: Richard Crider **Date:** 08/23/23

Does the value of the item exceed the cost to auction the item: ☒ YES ☐ NO

I have reviewed the aforementioned item and agree to the proposed retirement, surplus or disposal of said item.

• Fleet Maintenance signature:



OR

• Building Maintenance signature: Click here to enter signature.

OR

• Technical Services signature: Click here to enter signature.

☒ PICTURE OF ITEM HAS BEEN TAKEN AND ENTERED INTO THE MANAGER+ SOFTWARE. ITEM REMAINS ON ACTIVE INVENTORY UNTIL COMPLETION OF THIS FORM.

STEP 3

Auditor: Signature: _____ Date: _____

Original Reported Value: Click here to enter value. **Depreciated Value:** Click here to enter value.

STEP 4

Board of Commissioners/Legal

Item(s) declared Surplus at Public Meeting on: _____ and may be disposed of as per County Property Disposal and Surplus Procedure and IC 5-22-22 et seq.

Signature: _____

Date: _____

UPON COMPLETION OF STEP 4, FORWARD FORM TO INTERNAL AUDITOR.

Exhibit C

Fixed Capital Asset and Inventory Retirement Form

This completed form must be provided to the HWY dept. and on file for all items subject to surplus sale.

STEP 1

Elected Official/Department Head: Nicole Browne

Date: 8/25/2023

Select one: ☐ Fixed Capital Asset (Item is reported to the State via Auditor)

Reason for Retirement of Item: Choose an item.

(Auditor: This represents a liability on the County balance sheet)

X Inventory Item (Will have Manager+ bar code)

Reason for Surplus or Disposal? Replaced with New

If 'other' or 'relocated' were selected, please explain and/or list new proposed location: Click here to enter .

Department: Clerk

Asset/Inventory Item and Description: (i.e. table, chair, 1998 Ford Pickup Truck) Office Chairs.

Were Federal Funds used to purchase? ☐ YES ☒ NO

If yes, must attach approval to dispose from the awarding agency OR Award notice stating item is exempt.

Asset/Inventory Item value: 0

Elected Official or Department Head Signature: Nicole Browne

STEP 2

ITEM REMAINS ON ACTIVE INVENTORY OR ASSET LIST UNTIL COMPLETION OF STEP 4, FINAL APPROVAL AND DECLARATION FROM THE BOC AT A PUBLIC MEETING.

Maintenance/Technical Services Department:

Date:

Does the value of the item exceed the cost to auction the item: X YES ☐ NO

I have reviewed the aforementioned item and agree to the proposed retirement, surplus or disposal of said item.

OR • **Fleet Maintenance signature:** Richard Crider

Digitally signed by Richard Crider
DN: cn=Richard Crider, o=Monroe County Government,
ou=Facilities and Fleet, email=rcrider@co.monroe.la.us,
c=US
Date: 2023.08.28 08:59:06 -0400

OR • **Building Maintenance signature:**

OR • **Technical Services signature:**

☐ PICTURE OF ITEM HAS BEEN TAKEN AND ENTERED INTO THE MANAGER+ SOFTWARE. ITEM REMAINS ON ACTIVE INVENTORY UNTIL COMPLETION OF THIS FORM.

STEP 3

Auditor: Signature: _____ Date: _____

Original Reported Value:

Depreciated Value:

STEP 4

Board of Commissioners/Legal

Item(s) declared Surplus at Public Meeting on: _____ and may be disposed of as per County Property Disposal and Surplus Procedure and IC 5-22-22 et seq.

Signature: _____

Date: _____

UPON COMPLETION OF STEP 4, FORWARD FORM TO INTERNAL AUDITOR.

Exhibit D

Fixed Capital Asset and Inventory Retirement Form

This completed form must be provided to the HWY dept. and on file for all items subject to surplus sale.

STEP 1

Elected Official/Department Head: Kelli Witmer

Date: 08/15/23

Select one: ☐ Fixed Capital Asset (Item is reported to the State via Auditor)

Reason for Retirement of Item:

(Auditor: This represents a liability on the County balance sheet)

☒ Inventory Item (Will have Manager+ bar code)
Broken/Obsolete

Reason for Surplus or Disposal?

If 'other' or 'relocated' were selected, please explain and/or list new proposed location:

Department: Parks and Recreation Department

Asset/Inventory Item and Description: Miscellaneous metal items.

Were Federal Funds used to purchase? ☐ YES ☒ NO

If yes, must attach approval to dispose from the awarding agency OR Award notice stating item is exempt.

Elected Official or Department Head Signature: Kelli Witmer

STEP 2

ITEM REMAINS ON ACTIVE INVENTORY OR ASSET LIST UNTIL COMPLETION OF STEP 4, FINAL APPROVAL AND DECLARATION FROM THE BOC AT A PUBLIC MEETING.

Maintenance/Technical Services Department:

Date: 08/23/23

Does the value of the item exceed the cost to auction the item: ☒ YES ☐ NO

I have reviewed the aforementioned item and agree to the proposed retirement, surplus or disposal of said item.

OR Fleet Maintenance signature: Richard Crider

Digitally signed by Richard Crider
DN: cn=Richard Crider, o=Maricopa County Government,
ou=Facilities and Fleet, email=richard.crider@maricopa.gov,
c=US
Date: 2023.08.24 13:28:11 -0400

OR Building Maintenance signature:

OR Technical Services signature:

☒ PICTURE OF ITEM HAS BEEN TAKEN AND ENTERED INTO THE MANAGER+ SOFTWARE. ITEM REMAINS ON ACTIVE INVENTORY UNTIL COMPLETION OF THIS FORM.

STEP 3

Auditor (Capital Asset Only): Signature: _____ Date: _____

Original Reported Value: _____ Depreciated Value: _____

STEP 4

Board of Commissioners/Legal

Item(s) declared Surplus at Public Meeting on: _____ and may be disposed of as per County Property Disposal and Surplus Procedure and IC 5-22-22 et seq.

Signature: _____ Date: _____

UPON COMPLETION OF STEP 4, FORWARD FORM TO INTERNAL AUDITOR

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 8/30/2023

Item for Formal Meeting? ☐
(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☒
(Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

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

Review and approval of amendment to Chapter 755
(Use of, and Work Within, a County Right-of-Way)

All Grants must complete the following

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

Or other identifying number

Pass Through Entity

Amount Received

Federal:

State:

Local Match:

Total Received:

Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:

Fund Name:

Fund Number

Amount:

If there is a monetary number in the Amount Box, you HAVE to include the Fund Name & Number. IF this is a grant waiting on the creation of a Fund Name & Number, indicate that in the boxes.

Executive Summary:

Monroe County Highway Department requests that Section 755-12 be added to Monroe County Code chapter 755 (Use of, and Work Within, a County Right-of-Way) and requests that the Board of Commissioners review, consider, and approve this request. The requested section adds a provision (1) describing the duty of owners of property adjacent to a County Right-of-Way to maintain their property so as not to pose a hazard to motorists traveling the adjacent road and to not interfere with the County's use of the Right-of-Way, and (2) a provision for enforcement of the prescribed duty.

Person Presenting: Lee F. Baker

Department: Legal Department

Attorney who reviewed: Lee F. Baker
County Legal Review required prior to submission of this form for all contracts

Submitted by: Lee F. Baker

Date: 8/30/2023

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

Office e-mail: Commissionersoffice@co.monroe.in.us

ORDINANCE NO. 2023-32

**Amendment to Chapter 755 of the Monroe County Code – Use of, and Work Within, a
County Right-of-Way**

WHEREAS, the Board of Commissioners of Monroe County (“Board of Commissioners”) serve as the legislative body for Monroe County Government; and

WHEREAS, the Monroe County Highway Department (“Highway Department”) has requested that the Board of Commissioners review and adopt an amendment that it proposes to Chapter 755 of the Monroe County Code (a copy of which is attached hereto and marked as Exhibit A); and

WHEREAS, the Board of Commissioners has reviewed the amendment to Chapter 755 of the Monroe County Code proposed by the Highway Department and finds that the amendment should be adopted.

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

1. Chapter 755 of the Monroe County Code shall be, and is, hereby amended. Chapter 755 of the Monroe County Code is attached for reference hereto and marked as Exhibit A. Underlined language is to be added to Chapter 755 of the Monroe County Code.

2. This ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

SO ORDAINED this _____ day of _____, 2023, by the Board of Commissioners of the County of Monroe, Indiana.

BOARD OF COMMISSIONERS OF MONROE COUNTY

“AYES”

PENNY GITHENS, President

JULIE THOMAS, Vice President

LEE JONES, Commissioner

ATTEST:

CATHERINE SMITH, Auditor

“NAYS”

PENNY GITHENS, Commissioner

JULIE THOMAS, Vice President

LEE JONES, Commissioner

Date

CHAPTER 755

USE OF, AND WORK WITHIN, A COUNTY RIGHT-OF-WAY

The purpose of this chapter is to provide minimum standards for the protection of life, health, environment, public safety and general welfare and for the use of and work within a county right-of-way, and its provisions shall be interpreted in a manner which serves this objective.

755-1 Right-of-Way Work Permit

(A) Requirement. Unless expressly excepted by this Chapter, a Right-of-Way Work Permit shall be obtained for each of the following types of activities conducted within the County highway right-of-way:

- (1) constructing, installing, placing, relocating, maintaining, or improving any driveway, field entrance, logging road or drive, public or private road approach, utility pull-off drive, sidewalk, multi-use trail or similar feature, temporary/construction drive, or modifying a curb;
- (2) grading, trenching, excavating, or construction;
- (3) boring or pushing under the road or cutting the road surface;
- (4) temporarily obstructing or closing a roadway (e.g., moving a house) or storing equipment or materials;
- (5) placing new poles/support structures and/or installing new overhead pole/support structure lines and/or removing existing pole/support structures or overhead pole/support structure lines;
- (6) exceeding the posted weight limit; and
- (7) changing the type of an existing driveway or the primary use of a field entrance or other ingress/egress facility (see subsection (A)(1) above); or increasing the number of parcels, or structures served by a road, drive, driveway, entrance, or other ingress/egress facility.

(B) Exceptions. In emergency situations, the following types of activities are excluded from the permit requirement:

- (1) the repair of utility facilities and of storm water management facilities;
- (2) the removal of storm-damaged trees;

(3) the replacement or removal of a single overhead pole/support structure in an existing location due to damage or when installing new lines to an existing pole/support structure or making a utility connection to an existing pole/support structure line;

(4) the storage of a dumpster or construction equipment or material in the right-of-way for only one day, during daylight hours, in a manner that does not obstruct traffic or sight distances and that is not likely to damage any of the features of the right-of-way (pavement, drainage, culverts, grass, grading, etc.);

(5) the movement of mobile homes or manufactured housing pursuant to an approved oversized load permit issued by the State; and

(6) the placement/replacement of a mailbox support structure.

(C) Regardless of whether a Right-of-Way Work Permit is required, all work within Monroe County highway rights-of-way shall be designed, constructed, performed, and maintained in accordance with the standards, traffic control/safety practices (e.g., flaggers, signage, etc.), notification, and inspection provisions, set forth in the Manual for Construction Within and Adjacent to Monroe County Right-of-Way. The party responsible for the work shall be liable to Monroe County for any damages to the County's highway rights-of-way and resulting from the work. Monroe County shall be notified of all excepted permit requirement work done within the rights-of-way.

755-2 Application.

(A) Right-of-Way Work Permit application forms and instructions shall be available at the Monroe County Highway Department offices. The forms and instructions shall be prepared by the Monroe County Highway Director ("Director") and shall require the submission of all documentation and information necessary to determine whether the work, as proposed, complies with the Manual for Construction Within and Adjacent to Monroe County Right-of-Way, including for example and without limitation, the following types of documentation and information, as deemed appropriate to the project by the Director based on his/her experience and engineering judgment:

(1) A clear and concise site plan and drawing that describes the work to be performed;

(2) A maintenance of traffic plan;

(3) A traffic study or traffic impact analysis if required;

(4) A bond; and

(5) Other necessary documentation and information.

(B) The Director may require the Applicant to submit additional or supplementary documentation and information before, during, or after completion of the work, if such documentation and information is necessary to determine whether the work will be, is being, or was, completed in the manner required by this Chapter. The Director shall determine the number of copies of the Application to be submitted. Applications, including all required supporting documentation and information, shall be submitted to the Director for review and for action. Applications must be completed in full and signed by the property owner or designated representative. A signed letter of consent from the property owner must accompany the permit application if the application is not submitted by the property owner.

755-3 Application Timing and Emergency Repairs.

Right-of-way work permits shall be applied for, and must be obtained, from the Director prior to the commencement of the work covered by the permit. Any work begun or completed without a permit is a violation of this section, unless expressly exempted from the permit requirement or performed in accordance with the after-the-fact permit provisions that are available in certain emergency situations. The above notwithstanding, in the event of an emergency, repairs to utility and storm water facilities may be undertaken without first having obtained a Right-of-Way Work Permit. However, the person or entity making the emergency repairs must: (1) notify the Monroe County Highway Department of the commencement of the work as soon as practicable, via voicemail or email; and (2) apply for a Right-of-Way Work Permit within seventy-two (72) hours of the time the emergency work is begun. For purposes of this Section, the term “emergency” is defined to mean “an unanticipated event (e.g., storm, collision, leak, etc.,) resulting in damage to utility facilities to the extent that immediate repairs are necessary to restore utility service, to prevent further damage or loss to the utility’s facilities or resources, or to protect the public safety.” Any work completed as emergency work which does not meet the foregoing definition of emergency is a violation of this Chapter.

755-4 Bond.

Unless exempted or granted a waiver, an applicant for a Right-of-way Work Permit shall provide a permit bond that names “The Board of Commissioners of the County of Monroe, Indiana,” as the beneficiary, and that is in the amount that is designated by the Director, using the guidelines set forth in this section. The bond shall not expire in less than one (1) year from its submission to the Director. A certificate of insurance is not acceptable for bonding purposes. The bond must name the Board of Commissioners exclusively and not be subordinate to any other claims against the bond. The same bond may not be used for more than one (1) project at a time. The bond shall insure that the applicant on the permit will complete all permitted work in accordance with the requirements of this Chapter and any other applicable sections of the Monroe County Code. In the event a permit bond expires or the bond company cancels the permit bond and all work authorized by any permits already issued using the permit bond have not been completed and the Monroe County Commissioners have not released the bond, then said bond shall become immediately due and payable to the Monroe County Commissioners. At the discretion of the Director, a maintenance bond may be required from an applicant as a condition of approval or as a condition of releasing the permit bond. All permits issued for the cutting of a road shall have a three (3) year maintenance bond which cannot be canceled prior to

three (3) years from the completion of the road cut. If the bond company sends notice that the bond is being canceled at any time prior to three (3) years, the total amount of the bond shall become immediately due and payable to the Monroe County Board of Commissioners. If the maintenance bond is not submitted upon completion of the work, the total amount of the permit bond covering the work will become immediately due and payable to the Monroe County Commissioners and no additional permits will be issued to the applicant.

In general, the following are the minimum bond amounts that will be required by the Director:

- | | | |
|------|---|--|
| (1) | Open road cut | \$10,000.00 per location; |
| (2) | Underground construction, grading, trenching or excavation parallel to the road | \$5,000.00 per mile or fraction of a mile; |
| (3) | Directional bore or jacking pipe | \$5,000.00 per push or bore; |
| (4) | Placement/removal of poles/support structures/lines | \$5,000.00 per mile or fraction of a mile; |
| (5) | Tap pit (including a directly associated directional bore or jacking pipe) | \$5,000.00 per tap pit; |
| (6) | Storage of dumpsters, equipment, or materials on the right-of-way | \$2,000.00 per location; |
| (7) | Commercial/Industrial driveway with accel taper and decel lane) | \$15,000.00 per driveway; |
| (8) | Commercial/Industrial driveway | \$5,000.00 per driveway; |
| (9) | Temporary/construction/logging drive | \$5,000.00 per drive; |
| (10) | Public road approach/private road approach | \$15,000.00 per approach; |
| (11) | Utility pull-off drive | \$5,000.00 per drive; |
| (12) | Sidewalk or sidepath construction or repair | Determined by Project Scope; |

- (13) Temporary road closure not involving house or structure moving \$1,000.00 per closure;
- (14) Temporary road closure related to house or structure moving \$30,000.00 per closure;
- (15) Vehicle weight restriction exemption \$30,000.00 per permit; and
- (16) Maintenance bonds 10% of initial permit bond amount.

Where there is a higher risk to County infrastructure, or the permitted work is much larger or complex than normal permitted work, the Director is hereby authorized to increase the bond requirement after reviewing the application for permit and before approving the permit. Bonds may be waived by the County Commissioners or the County Engineer for construction or utility work in conjunction with a City, County, State, or Federal road or infrastructure project if the applicant is the respective agency and the project is of benefit to the citizens of Monroe County. Even if a bond waiver is granted, a permit shall still be filed and must be approved before the work may commence, and the party responsible for the work shall be liable for any damages to the Monroe County highway rights-of-way and infrastructure resulting from the work.

755-5 Permits.

After the application is approved, the County Highway Department shall issue a permit. The Director shall keep on file all driveway permit applications and a record of all permits granted, subject to record retention requirements. Permits shall be issued in sufficient counterparts to provide one (1) copy for the permanent file at the Highway Department, one (1) copy for the Monroe County Planning Department, one (1) copy for the Monroe County Drainage Board, one (1) copy for the applicant, and one (1) copy for the applicant's agent or contractor, if any. The applicant shall retain a copy of the permit at the site of the work until the construction is completed and approved by the Director. An approved permit will expire one (1) year from the date of application, or ninety (90) days prior to the expiration of the permit bond covering the work applied for, whichever first occurs. A new permit is required for any work not completed prior to permit expiration.

755-6 Notifications and Inspections.

The permit holder shall notify the Highway Department at least two (2) work days, and no more than four (4) work days, in advance of the commencement of any work within the County highway right-of-way, and at least two (2) work days, and no more than four (4) work days, in advance of the completion of any work within the County highway right-of-way. The site of the proposed work shall be inspected prior to the commencement of the work, at least one (1) time during the work, and after the completion of the work. Additional inspections may be

required at the discretion of the Director. By applying for a permit, the permit holder and/or owner of property authorizes the Highway Department to enter the property, including contiguous areas, to inspect work within the right-of-way at any reasonable time.

755-7 Specifications, terms, and conditions applicable to the use of, and to work within or adjacent to, County highway rights-of-way.

(A) All work performed within the County right-of-way shall conform with, and be subject to, the following standards, terms, definitions, and conditions:

(1) Manual for Construction Within and Adjacent to Monroe County Right-of-Way;

(2) The latest version of the Indiana Manual on Uniform Traffic Control Devices or the latest version of the Handbook for Temporary Traffic Control in Construction, Maintenance, and Utility Operations, published by LTAP;

(3) Any construction, alteration, or relocation of a driveway within a County right-of-way shall take into consideration the following:

(a) sight distances on the existing road, including curves and topography;

(b) spacing – distances to roads, drainage features, other driveways and field entrances;

(c) drainage; and

(d) the Monroe County Thoroughfare Plan and other future anticipated improvements to the County road.

(4) Driveways located, or to be located, within the County right-of-way may be permitted as residential driveways if they serve no more than two (2) single-family or duplex residences. Permits for residential driveways serving two (2) single-family or duplex residences may be approved provided the owners of all residences served, or to be served, by the driveway have entered into a recorded agreement that binds themselves and their successors and that provides for the following:

(a) a mutual easement for ingress and egress;

(b) an agreement for the maintenance and repair of the drive; and

(c) a waiver to petition Monroe County, or any successor unit of government, to be responsible for the maintenance of the road or to have the mutual driveway considered a public road necessitating maintenance by any unit of government.

(5) Driveways located, or to be located, within the County right-of-way that serve, or will serve, more than two (2) single-family or duplex residences are subject to the private road approach provisions of this Chapter, and may be approved if:

(a) the Board of Commissioners of Monroe County, Indiana, authorizes the private road approach, finding that it would be in the best interests of the citizens of Monroe County; and

(b) the conditions of paragraph (4) above have been met.

(6) Driveways and road approaches shall be constructed to the dimensions, grades and pavement thicknesses and of the material types, as approved by the Director, based on the design and construction standards contained within the Manual for Construction Within and Adjacent to Monroe County Right-of-Way.

(7) If work within the County highway right-of-way impedes the normal flow of traffic, traffic control devices and flaggers shall be used to preserve traffic safety as set out in the Indiana Manual on Uniform Traffic Control Devices and as required by the Director. Safe traffic flow will be maintained at all times by the applicant and/or person performing the work. If a road closing is approved by the County Commissioners, the permit holder will mark and maintain any detours approved by the Director and will notify all appropriate agencies of the time and location of the closing a minimum of three (3) work days prior to the closing.

(8) Utility trench backfill for cuts of the roadway shall be done in accordance with the Manual for Construction Within and Adjacent to Monroe County Right-of-Way.

(9) Pavement shall be restored to a smooth permanent surface. Temporary patches shall be maintained in a smooth and safe condition by the permit holder until a permanent patching is accomplished. Temporary patching shall not exceed thirty (30) days, except during the period from November 15th through April 15th each year when the materials are not available. During this time period the applicant may leave a temporary patch in place, but a routine inspection shall be made by the applicant to insure the temporary patch is in good condition. An extension beyond the thirty (30) day requirement may be granted at the Director's discretion upon request, with a written justification, by the applicant. Aggregate surfaces shall be restored in kind and shall be stabilized to prevent loose material.

(10) Driveway access cannot be located over or immediately next to a storm sewer inlet, except for drives in a platted subdivision with rolled curb and gutters.

(11) The filling of the curb or gutter line of the drainage system of any road, with any material or pipe is prohibited. All curb modifications shall require a permit.

(12) Tree trimming operations do not require a permit to work in the right-of-way; however, they are bound by all of the requirements of this Chapter and are required to obtain a road obstruction permit if they desire to close a road.

(13) Breaks in access controlled roadway right-of-way or limited access right-of-way will not be allowed.

(14) All sod, swale, side ditches, shoulders and other improvements within the right-of-way which is disturbed by any work or construction within the right-of-way shall be repaired or replaced in a condition equal to or better than they were prior to the work or construction. Materials used in the repair of any disturbed area and the method used to make the repairs are subject to approval by the Director. Prior to commencement of the work, the applicant or contractor shall document (including photographs) the condition of the right-of-way and shall submit this documentation to the Director.

(15) The Highway Department shall be called before any digging is commenced. Anyone who cuts or damages an underdrain tile, storm sewer pipe or culvert pipe whether it appears abandoned or not, shall notify the Director immediately upon cutting the tile or pipe. The person cutting the tile shall then repair the tile as directed by the Director. If the tile or pipe is a regulated drain, then immediate notification and repair approval shall also be made to the Monroe County Highway Department.

(16) Loading or unloading of any equipment or materials on a County road which results in an undue or unsafe restriction of traffic or damage to the pavement is not allowed and is a violation of this Chapter.

(17) Crossing or traveling on a County road with a tracked vehicle directly in contact with the pavement surface is a violation of this Chapter. Crossing or traveling along the road will be allowed provided suitable protection (timbers, tires, etc.) is provided for the pavement. Damage to the pavement, grading, drainage, or other roadway structures and features is a violation of this Chapter and must be repaired by the party using, or directing the use of, the tracked vehicle.

(18) Dragging or depositing mud, soil, rocks, aggregate, or other earthen or construction materials, or animal waste onto a County road from any site is not allowed and is a violation of this Chapter. Mud, soil, etc., dragged or deposited on the road due to entering or leaving a site, shall be removed and cleaned up immediately. A full time road cleanup crew and/or wheel cleaning mechanisms shall be installed on sites that are muddy and that have a high volume of vehicles entering and leaving the site, all in accordance with best management practices approved by the Director. Aggregate shall be installed at construction and logging entrances to reduce the amount of soil and debris tracked onto the roadway. When construction or logging operations have been completed, the contractor shall be responsible for immediately removing aggregate placed at a site entrance as a requirement of this section.

(19) Depositing or storing construction materials or cleaning equipment in a manner that causes soils, rocks, construction material, etc., to flow into the County roadway drainage system, is a violation of this Chapter.

(20) All work within or adjacent to the County highway right-of-way shall be designed and constructed in a manner that shall not cause water to enter onto the roadway, and shall not interfere with the drainage system on the right-of-way. The applicant shall provide, at applicant's expense, the necessary drainage structures which will become an integral part of the existing right-of-way drainage system. The type and design of these structures are set forth in the Manual for Construction Within and Adjacent to Monroe County Right-of-Way. Drainage structures shall not restrict the existing right-of-way drainage system nor any adopted federal, state, or local government drainage plan. The right-of-way drainage systems are for the protection of the County highways they serve. They are not designed or intended to serve the drainage requirements of abutting properties beyond that which has historically flowed to the right-of-way. Drainage to the right-of-way shall not exceed the undeveloped historical flow and absolutely no detention is allowed on County highway right-of-way. Any and all proposed deviations to the requirements above must have the Director's approval prior to making application for the work.

(21) Installation of lawn sprinkler systems with heads and pipes within the County highway rights-of-way is not allowed.

(22) Rocks, concrete, or other types of non-break away obstructions are not to be located within ten feet (10') from the edge of pavement or face of curb.

(23) Mailbox posts shall be wood, in accordance with the Manual for Construction Within and Adjacent to Monroe County Right-of-Way. Mailboxes and posts are not to be of masonry or concrete construction. Mailboxes are not to have metal or concrete reinforcement. Mailbox posts are not to be of metal construction.

(24) Failure to timely comply with a stop work order issued by the Director is a violation of this Chapter.

(25) Failure to provide traffic control, to provide a safe work site (safety fencing, shoring, etc.), or to comply with the conditions set out in a permit or as directed by the Director is a violation of this Chapter.

(26) A permit is not required for surfacing or resurfacing of a driveway provided it does not change any drainage flows and does not expand the width of the existing drive. The maintenance of any drive and its associated culverts will remain the responsibility of the applicant or subsequent property owner and must be maintained in a manner which does not interfere with the use of the right-of-way for its dedicated purpose.

(27) Improvements installed within the County highway right-of-way, with or without a permit, are installed at the risk of the owners of the improvements, and must be removed or relocated, at the improvement owner's expense and within a reasonable time, at the Director's request, if removal or relocation is necessary to the County's safe and efficient maintenance, alteration, improvement, or use of the County highway right-of-way.

(28) Monroe County Commissioner approval must be obtained, in accordance with I.C. 8-20-8-1, et seq., prior to the Director's issuance of a permit for the temporary closing of a County road. Completed applications for temporary road closing shall be presented to the Board County Commissioners for its consideration during a meeting scheduled to take place within thirty (30) days of the submission of the application. If the temporary road closing relates to the movement of a house or structure, permit approval may be withheld if the route, traffic management plan, or time of the move is found to be unacceptable by the Director, based on the Director's experience and engineering judgment.

(B) In addition to the foregoing standards, all work must comply with applicable zoning, subdivision, and development approval standards, conditions, and commitments (e.g., subdivision control standards and conditions made part of a subdivision approval). In the event of a conflict between applicable standards, conditions, and/or commitments, the standard, condition, or commitment that is deemed to be more exacting by the Director shall control, unless expressly waived or varied by the appropriate board, commission, or agency (e.g., waiver of a subdivision standard by the Plan Commission).

755-8 Hold Harmless.

Regardless of whether a permit is required, as a condition of working within the County right-of-way, the person performing and the person causing the work to be performed shall hold harmless and indemnify Monroe County from any and all claims for injuries and damages arising out of their occupation and work in the County right-of-way.

755-9 Violations.

The violation of any requirement or standard of this Chapter shall constitute a Class A Ordinance Violation. Each day that a violation occurs or continues to exist constitutes a separate and distinct violation of this Chapter. Civil penalties, restitution of all damages, and any other remedies authorized by law (see, e.g., Monroe County Code Chapter 115) may be sought for each separate and distinct violation. Any person who has directed work to be done within the County highway right-of-way shall be jointly and separately liable for all actions taken by the person, or by the person's contractor or representative.

755-10 Right of Appeal.

(A) The Applicant aggrieved by the denial of a permit under this Chapter, or any other person whose property interests would be significantly harmed by any work permitted under this Chapter, shall have the right to appeal the permit decision to the Board of Commissioners.

(B) A person, other than the Applicant, whose property interests would be significantly harmed by any work permitted under this Chapter may appeal the matter only if the person files with the Board of Commissioners an affidavit:

- (1) specifically setting forth the person's affected property interests; and
- (2) alleging that the person is aggrieved by the permit decision.

(C) An appeal of a permit decision under this Chapter must be taken within thirty (30) days after the permit decision is made.

(D) Any person aggrieved by the decision of the Board of Commissioners may appeal such decision to the Monroe Circuit Court in accordance with the procedures set forth in I.C. 36-2-2-27 and -2-28.

755-11 Manual for Construction Within and Adjacent to Monroe County Right-of-Way.

The Manual for Construction Within and Adjacent to Monroe County Right-of-Way, which is marked as Exhibit A, is incorporated by reference to this Chapter as if more fully set forth herein.

755-12 Duty to Maintain Land Adjacent to Right-of-Way

(A) Artificial Condition. An owner or occupant of real property adjacent to a County right-of-way may not create or permit to remain thereon an artificial condition:

- (1) which interferes with use of the right-of-way by the County; or
- (2) which poses an unreasonable risk of harm to persons who are traveling with reasonable care on a public road or highway.

(B) Natural Condition. An owner or occupant of real property adjacent to a County right-of-way may not permit to remain thereon a natural condition:

- (1) which interferes with use of the right-of-way by the County; or
- (2) which poses an unreasonable risk of harm to persons who are traveling with reasonable care on a public road or highway.

(C) Violations. If a condition violating subsections (A) or (B) exists on real property, employees or contractors of the County may enter onto the property and take appropriate action to bring the property into compliance with this Section. However, before action to bring

compliance is taken, all persons holding a substantial interest in the property shall be given written notice by the County and reasonable opportunity of at least ten (10) days but not more than sixty (60) days to bring the property into compliance. If the County takes action to bring compliance:

(1) the expenses incurred by the County to bring compliance shall constitute a lien against the property; and

(2) the County may issue a bill to the owner of the real property for the costs incurred by the County in bringing the property into compliance with this Section, including administrative costs and removal costs.

EXHIBIT A

Manual for Construction Within and Adjacent to Monroe County Right-of- Way

Monroe County Highway Department
January 2020

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1.0 Introduction

This “Manual for Construction Within and Adjacent to Monroe County Right-of-Way” provides the design and permitting details and standards for construction activities within and adjacent to Monroe County Roadway Right-of-Way.

Design standards for construction work within and adjacent to the right-of-way are required to protect the safety of the public and to protect the integrity of the County’s roadways.

The permitting process allows the County to review proposed construction along the roadways and to monitor the construction progress. The County will field check the construction proposal and determine if the construction proposal meets the design standards of the County. Once the construction proposal is approved, the County will send an inspector to the project site to make sure the construction is being done according to the description of work provided by the permit application.

Once the work is completed within the County right-of-way, a record of this construction will be kept for future reference of approved construction within County right-of-way.

If assistance is needed with this Manual, contact the Monroe County Highway Department at (812) 349-2555.

2.0 Driveway and Street Intersection Spacing; Sight Distance Criteria; Criteria for Passing Blisters, Left Turn Lanes, Acceleration/Deceleration Tapers and Right Turn Lanes

Driveway and Street Intersection spacing is important to protect the safety of the public. If driveways and streets are not properly spaced and aligned, vehicle conflicts and vehicle collisions can occur.

Adequate sight distance at a driveway or street intersection is essential to protect the safety of the public as well. The motorist exiting the driveway or street must be able to see sufficiently down the street to turn left or right and not impede the progress of vehicles on the street and to avoid a collision. The intersecting street or driveway should also be visible from the main street so that the motorist can detect the street or driveway, signal and slow their vehicle properly to avoid conflicts with other vehicles.

The amount of left turning traffic into a driveway or street from the main street will determine if the intersection will require a passing blister or left turn lane on the main street. Depending on the size of the development, the developer may need to conduct a traffic study to see if a passing blister or left turn lane is warranted. The developer or property owner is responsible for the construction of a passing blister or left turn lane as warranted.

Acceleration and deceleration tapers are required at street intersections. Tapers may be required at a driveway depending on the type of development and the amount of traffic expected to use the driveway. A right turn lane may also be warranted depending on the amount of right turning traffic.

Driveway and Street Intersection Spacing –

Driveway and street intersection spacing is shown in the following Table 2-1:

Driveway and Street Intersection Spacing (minimum)	Distance (feet)
Roadway Intersection to Primary Development Driveway	600
Roadway Intersection to Secondary Development Driveway (Right In/Right Out)	300
Development Driveway Intersection to Primary Internal Drive (Parking or Outlot)	300
Development Driveway Intersection to Secondary Internal Drive (Parking or Outlot)	150
Residential, Non-Subdivision Driveway Spacing (between driveways or to nearest roadway intersection)	150
Commercial, Non-Development Driveway Spacing (between driveways or to nearest roadway intersection)	300
Industrial, Non-Industrial Park Driveway Spacing (between driveways or to nearest roadway intersection)	300

Table 2-1, Driveway and Street Intersection Spacing

Residential lots are limited to a single driveway. Commercial and Industrial lots are limited to a single driveway unless the lot roadway frontage exceeds 400 ft. An additional Commercial or Industrial driveway may be considered if traffic operations warrant the need for the additional driveway. The request for a second driveway shall be reviewed by the Highway Department.

For lots that are not in a subdivision and that front two streets, driveway access shall be provided on the minor street.

Driveways shall be constructed opposite existing driveways where possible, otherwise provide the required minimum spacing between driveways. An offset in driveways where left turning vehicles will not conflict is acceptable if the driveways cannot be aligned opposite each other or at the minimum driveway spacing.

Residential driveways in rural areas where the roadway profile is hilly or rolling should generally be located at the top of hills (crest vertical curve) or at the bottom of hills (sag vertical curve) to maximize the sight distance.

Intersection and Driveway Sight Distance Criteria –

Intersection and driveway sight distance is measured from the driver's eye height of 3.5 ft., 15 ft. from the edge of pavement (15 ft. desirable, no less than 10 ft.) to the height of the oncoming vehicle measured at 2 ft. (minimum headlight height). Sight distance allows the exiting driver enough time to accelerate onto the main roadway and minimizing the slowing of vehicles on the main roadway. Additional sight distance is needed for grades greater than 3%. Reference the AASHTO Design Guidelines for sight distance requirements for main roadway grades greater than 3%.

There shall be no sight line obstructions of any kind within the sight distance triangle described from a point 15 ft. from the edge of pavement (15 ft. desirable, no less than 10 ft.) on the intersecting street or driveway to the limit of sight distance left and right measured to the center of the lane of the main roadway. Mailboxes with approved posts are allowed within the sight distance triangle.

Posted Speed (mph)	Sight Distance (feet)
30	335
35	390
40	445
45	500

Table 2-2, Desirable Sight Distance for Driveway or Street on Collector and Arterial Roadways

Posted Speed (mph)	Sight Distance (feet)
20	115
25	155
30	200
35	250
40	305
45	360

Table 2-3, Desirable Sight Distance for Driveway or Street on Local Roadways, ADT > 400 vehicles/day

Posted Speed (mph)	Sight Distance (feet)
20	95
25	125
30	165
35	205
40	250
45	300

Table 2-4, Desirable Sight Distance for Driveway or Street on Local Roadways, ADT 100 to 400 vehicles/day

Posted Speed (mph)	Sight Distance (feet)
20	90
25	115
30	135
35	170
40	215
45	260

Table 2-5, Desirable Sight Distance for Driveway or Street on Local Roadways, ADT < 100 vehicles/day

In addition to the sight distance required to turn onto the main roadway from an intersecting street or driveway, sight triangles at intersections shall be clear of obstructions that would limit view lines at the intersections. This area is not to have anything from 2 ft. above the ground to 9 ft. above the ground that would block the view at the intersection. Obstructions may include but are not limited to signs, fences, walls, hedges, trees and shrubs. Mailboxes with approved posts are exempt from this requirement. Dimensions are measured along the right-of-way line on the main roadway to the right-of-way line of the street or edge of driveway on the intersecting street or driveway.

Intersection/Driveway Types	Clear Sight Triangle Size (ft.x ft.)
Driveways (all types)	25 x 25
Local and Collector Streets	40 x 40
Arterial Streets	75 x 75

Table 2-6, Desirable Clear Site Triangle Area at Driveway and Street Intersections

Passing Blisters --

Passing Blisters are to be considered for street and driveway locations where the main 2-lane roadway has an Average Daily Traffic (ADT) of more than 5,000 vehicles per day and where a dedicated left turn lane is not warranted. Where the ADT is less than 5,000 vehicles per day, a Passing Blister should be considered if there are at least 20 vehicles per hour turning left. The need for a Passing Blister will be determined by the Highway Department based on the roadway geometrics and the anticipated traffic characteristics for the intersecting driveway or street. Reference Chapter 4.0, Roadway Construction Standards, for passing blister geometric design guidelines.

Left Turn Lanes --

A left turn lane shall be provided on the main roadway for the driveway or street intersection if the left turning volumes are high enough to warrant a left turn lane. Left turn lane warrants shown in Table 2-7 are from the INDOT Design Manual. Left turn lanes are to be provided at all approaches to a signalized intersection.

Operating Speed (mph)	Opposing Volume (veh/hr)	Advancing Volume (veh/hr)			
		5% Left Turns	10% Left Turns	15% Left Turns	20% Left Turns
40	800	330	240	180	160
	600	410	305	225	200
	400	510	380	275	245
	200	640	470	350	305
	100	720	515	390	340
50	800	280	210	165	135
	600	350	260	195	170
	400	430	320	240	210
	200	550	400	300	270
	100	615	445	335	295
60	800	230	170	125	115
	600	290	210	160	140
	400	365	270	200	175
	200	450	330	250	215
	100	505	370	275	240

Table 2-7, Volume Guidelines for Left Turn Lane on 2-Lane Roadway

Acceleration and Deceleration Tapers –

Acceleration and deceleration tapers shall be provided along local, collector and arterial roadways for street approaches, commercial driveways and industrial driveways.

Right Turn Lanes –

Right turn lanes are to be provided along collector and arterial roadways for street approaches, commercial driveways and industrial driveways where right turn movements are expected to exceed 200 vehicles per hour in the peak hour.

3.0 Driveway Construction Standards

Driveway Geometry

Driveways are divided into three types, residential, commercial and industrial. Commercial and industrial driveways require barrier type curb and gutters. Driveway geometric requirements are shown in Table 3-1.

Driveway Type	Min. Width (feet)	Max. Width (feet)	Curb Radius (feet)
Residential (non-subdivision)	12	12	15
Residential (subdivision)	12	20	5 x 5 Truncated Wedges
Commercial	30	40 (w/left turn lane)	Minimum 25 feet, Accommodate Design Vehicle
Industrial	30	40 (w/left turn lane)	Minimum 25 feet, Accommodate Design Vehicle

Table 3-1, Driveway Geometric Requirements

The Property Owner shall provide a vehicle turn-around area on their property so that vehicles do not need to back out of the driveway onto the County road. A vehicle turn-around is not required for driveways within a platted subdivision.

Driveway design exception requests shall be presented to the Highway Department for consideration.

Driveway Pavement Sections

Driveway pavement sections are summarized in Table 3-2. Driveways must meet the pavement section requirements from the edge of pavement up to the right-of-way line or to a point 25 feet from the centerline of pavement whichever distance is greater.

Driveway Type	Concrete Pavement Section	Hot Mix Asphalt (HMA) Pavement Section
Residential (non-subdivision)	N/A	1.5" Asphalt Surface on 3.5" Asphalt Intermediate on 6" No. 53 Compacted Aggregate Base
Residential (subdivision)	6" INDOT Class A Concrete on 6" No. 53 Compacted Aggregate Base	N/A
Commercial	9" INDOT Class A Concrete on 6" No. 53 Compacted Aggregate Base	1.5" Asphalt Surface on 2.5" Asphalt Intermediate on 8" Asphalt Base on 6" No. 53 Compacted Aggregate Base
Industrial	9" INDOT Class A Concrete on 6" No. 53 Compacted Aggregate Base	1.5" Asphalt Surface on 2.5" Asphalt Intermediate on 8" Asphalt Base on 6" No. 53 Compacted Aggregate Base

Table 3-2, Driveway Pavement Sections

Concrete used in driveways shall be Class A concrete, with limestone course aggregate, as specified by the Indiana Department of Transportation (INDOT) Standard Specifications. Hot Mix Asphalt (HMA) Pavement shall meet the requirements for Type B Asphalt Pavement as specified by the INDOT Standard Specifications. No. 53 Compacted Aggregate Base material shall meet the requirements as specified by the INDOT Standard Specifications.

Driveway Grades

Driveway grades shall not exceed the dimensions shown in Table 3-3. Reference INDOT Standard Drawings for specific driveway applications.

Roadway Type	Grades
Curb and Gutter with Sidewalks	Edge of Pavement to Sidewalk, 8.33% max.
	Sidewalk, 50:1 max. cross slope
	Sidewalk to R/W, 2% max. up to 6% max. down
	R/W to 10 ft. from R/W, 14% max. up to 6% max. down
With or Without Shoulders	Edge of Pavement to shoulder width + 5 ft., -4%
	Shoulder width + 5 ft. to R/W, +10% to -10% max.

Table 3-3, Driveway Grades

Driveway Drainage

Minimum culvert pipe size under driveways shall be 12 inches in diameter. Culvert pipe shall be either corrugated galvanized steel pipe with metal pipe end sections or ASTM Class III Reinforced Concrete Pipe with concrete or metal pipe end sections. Metal pipe 12 inch to 24 inch in diameter shall have a 14 gage thickness. Pipe 30 inches in diameter and greater shall have a 12 gage thickness.

Pipe shall be as large as the upstream or downstream pipe, whichever is greater. Pipes 15 inches in diameter and greater shall use safety metal end sections as specified by INDOT on the end facing traffic. A safety metal end section on the other end of the pipe is not required unless the pipe is within the clear zone on higher speed roads. For areas with a high crash incident rate, grated box end sections (GBES) shall be used at the pipe ends. Pipes are to be backfilled with No. 11 aggregate and/or No. 53 compacted aggregate. Ditches shall be cut along the edge of the roadway in accordance with the typical sections.

Pipe shall be sized in accordance to the storm water design guidelines contained in Chapter 761, Storm water Management.

Pipe length shall be the width of the driveway plus 6 ft. on either side of the driveway. With a driveway width of 12 feet, the minimum pipe length shall be 24 feet.

Driveway Transverse Slope

The driveway transverse slope shall be in accordance with Table 3-4. The slope of the safety metal end section shall match the driveway transverse slope.

Speed Limit (mph)	Daily Traffic (veh/day)	Transverse Slope
Less than or equal to 40	Less than 12,000	4:1
Less than or equal to 40	Greater than 12,000	6:1
45 to 50	All	6:1
55	Less than 6,000	6:1
55	Greater than 6,000	10:1

Table 3-4, Transverse Slope at Driveways

Utilities and Maintenance of Traffic

The property owner is responsible for the relocation of utilities if necessary due to conflicts with driveway construction.

Maintenance of traffic shall be provided for driveway construction. Maintenance of traffic shall conform to the Indiana Manual on Uniform Traffic Control Devices.

4.0 Roadway Construction Standards

Roadway Cross Sections-

Roadways are divided into three types, local, collector and arterial. Minimum roadway width requirements are shown in Table 4-1.

Roadway Type	Pavement Width	Median	Curb and Gutter	Grassed Buffer Strip	Sidewalk	Side Path	Right-of-Way
Alley (one-way)	12 ft.	N/A	2 ft. rolled	N/A	N/A	N/A	25 ft.
Alley (two-way)	18 ft.	N/A	2 ft. rolled	N/A	N/A	N/A	30 ft.
Local (subdivision)	26 ft., 32 ft. at subdivision entrance	N/A	2 ft. rolled	5 ft.	4 ft.	8 ft. (optional)	50 ft.
Local (urban)	26 ft., 32 ft. at intersection w/collector or arterial *	N/A	2 ft. 7 in. barrier, 6 in. curb height	5 ft. *	4 ft. *	8 ft. * (optional)	50 ft. *
Local (rural)	24 ft., 30 ft. at subdivision entrance or at intersection w/collector or arterial	N/A	2 ft. Paved Shoulder with 4 ft. Aggregate Shoulder	N/A	4 ft.	N/A	60 ft.
Collector (undivided)	24 ft. plus 14 ft. TWLTL	N/A	2 ft. 7 in. barrier, 8 in. curb height	5 ft.	5 ft.	8 ft.	90 ft.
Collector (divided)	18 ft. + 18 ft.	16 ft. raised/4 ft. concrete center curb with 12 ft. turn lane	2 ft. 7 in. barrier, 8 in. curb height	5 ft.	5 ft.	8 ft.	110 ft.
Arterial (undivided)	48 ft. plus 16 ft. TWLTL	N/A	2 ft. 7 in. barrier, 8 in. curb height	5 ft.	5 ft.	8 ft.	150 ft.
Arterial (divided)	26 ft. + 26 ft.	16 ft. raised/4 ft. concrete center curb with 12 ft. turn lane	2 ft. 7 in. barrier, 8 in. curb height	5 ft.	5 ft.	8 ft.	150 ft.
Local Cul-de-Sac	36 ft. Radius	N/A	2 ft. rolled	5 ft.	4 ft.	N/A	50 ft. Radius
Industrial Cul-de-Sac	47 ft. Radius	N/A	2 ft. 7 in. barrier, 8 in. curb height	5 ft.	5 ft.	N/A	60 ft. Radius

* Exceptions for dedicated on street parking, see On Street Parking section

Table 4-1, Minimum Roadway Width Requirements

Concrete center curbs shall have tapered end sections (shovel nose). Median ends shall be tapered using the same taper rate as concrete center curbs. Reference INDOT Standard Drawings for concrete center curb details.

Collector and arterial streets are to be designed to accommodate projected traffic. Roadway dimensions may vary from the dimensions shown in Table 4-1 to accommodate the specific traffic situation of the roadway. Geometric designs shall be in accordance to AASHTO / INDOT Design Guidelines where not specifically called out in this section.

Roadway design shall conform to the Complete Streets Policy adopted by the Bloomington/Monroe County Metropolitan Planning Organization (MPO). The roadway design shall also follow the Indiana Department of Transportation Complete Streets Guideline and Policy unless it conflicts with the Bloomington/Monroe County MPO Complete Streets Policy. In the case of conflict, the Bloomington/Monroe County MPO Complete Streets Policy will govern.

Pavement Sections-

Roadway pavement sections are summarized in Table 4-2. These are minimum pavement sections. All collector and arterial roadway pavement sections and Hot Mix Asphalt mix design must be designed to accommodate the projected traffic volumes and the projected truck percentages.

Hot Mix Asphalt (HMA) for local roadways shall meet the requirements for Type B Asphalt Pavement as specified by the INDOT Standard Specifications. No. 53 Compacted Aggregate Base material shall meet the requirements as specified by the INDOT Standard Specifications. Concrete used in curb and gutters shall be Class A concrete, with limestone course aggregate, as specified by the INDOT Standard Specifications.

Roadway Type	Hot Mix Asphalt (HMA) and Aggregate Pavement Section
Alley	1.5" Asphalt Surface on 2" Asphalt Intermediate on 3" Asphalt Base on 6" No. 53 Compacted Aggregate Base
Local (subdivision)	1.5" Asphalt Surface on 2" Asphalt Intermediate on 3" Asphalt Base on 6" No. 53 Compacted Aggregate Base, 4" Underdrains
Local (rural)	1.5" Asphalt Surface on 2" Asphalt Intermediate on 3" Asphalt Base on 6" No. 53 Compacted Aggregate Base, 6.5" Asphalt Shoulder on 6" No. 53 Compacted Aggregate Base, 12.5" No. 53 Compacted Aggregate Shoulder
Local (urban)	1.5" Asphalt Surface on 2.5" Asphalt Intermediate on 4" Asphalt Base on 6" No. 53 Compacted Aggregate Base, 4" Underdrains
Collector	1.5" Asphalt Surface on 2.5" Asphalt Intermediate on 6" Asphalt Base on 6" No. 53 Compacted Aggregate Base, 6" Underdrains
Arterial	1.5" Asphalt Surface on 2.5" Asphalt Intermediate on 8" Asphalt Base on 6" No. 53 Compacted Aggregate Base, 6" Underdrains

Table 4-2, Pavement Sections

Pavement, aggregate base and subgrade shall be constructed in accordance with INDOT Standard Specifications.

Subgrade shall be proof rolled before the No. 53 Compacted Aggregate Base is placed. A loaded tri-axle dump truck shall be used in the proof roll and the subgrade shall not yield more than one inch in depth. The Highway Engineer or Engineer's representative shall be present at the proof roll and will determine the acceptability of the subgrade.

No pavement section credit will be allowed for the use of lime stabilization. Lime stabilization may be used to provide a suitable subgrade.

Contractor shall install the complete pavement section with the initial construction of the roadway. If the surface course is damaged during the completion of the development, the Contractor shall remove and replace or repair the surface as determined by the Highway Department.

The Contractor has the option to hold the surface course until later in the development construction process if the pavement section is increased an additional 1.5" to account for the surface being placed later in the construction process. The Contractor shall provide drainage mitigation measures to make sure that water does not stand at the edge of the gutter at the roadway low points.

Underdrains shall be designed in accordance to INDOT Design Standards and installed in accordance to INDOT Standard Specifications. Underdrains, underdrain aggregate and geotextile fabric shall conform to INDOT material specifications. Sump pump outlets shall not be connected to the underdrains.

Roadway Geometrics –

Roadways are to be designed in accordance to AASHTO / INDOT Design Guidelines. Table 4-3 lists the base requirements for roadway design. Reference the AASHTO / INDOT Design Guidelines for specific design information for the specified design speed including horizontal curves, vertical curves and superelevation.

Roadway Type	Design Speed (mph)	Min. Horizontal Curve Radius (ft.) (urban area)	Min. Tangent Between Horizontal Curves (ft.)	Max. Grade %	Min. K Value, Crest Vertical Curve	Min. K Value, Sag Vertical Curve	Min. Intersection Corner Curb Radius (ft.)
Local	30	335 (Normal Crown)	100	10	19	37	25
Collector	40	765 (Normal Crown)	150	8	44	64	40
Arterial	50	930 (4% Super.)	200	5	84	96	40

Table 4-3, Base Requirements for Roadway Design

Minimum horizontal curve radiuses are shown in Table 4-3. Horizontal curves for local and collector roadways can have smaller radiuses as long as the roadway is superelevated at no more than 4% in accordance to AASHTO criteria. Minimum tangent required between horizontal curves is shown in Table 4-3. Broken back horizontal curves should be avoided if possible.

Vertical curves shall be at least three (3) times the design speed measured in feet. When calculating vertical curve lengths based on K values, round up to the nearest 10 ft.

Minimum grade for all roadways is 0.5%. Cross slope required is 2% for pavement and 4% for shoulders. Side slopes are to be 6:1 minimum to 3:1 maximum adjacent to the roadway and 2:1 maximum outside the clear zone.

Minimum vertical curve length on the approach to a subdivision roadway stop controlled intersection is 50 ft. desirable and 20 ft. minimum. The profile shall match the 2% cross slope of the intersecting street. The grade on the approach to an intersection with a collector or arterial roadway shall match the 2% cross slope of the intersecting roadway for a distance of 60 ft. from the edge of pavement.

Auxiliary Lanes-

Acceleration tapers, deceleration tapers, left turn lanes, right turn lanes and passing blisters shall be used at street intersections, commercial driveway intersections and industrial driveway intersections with local, collector and arterial roadways. Passing blisters, left turn lanes and right turn lanes shall be used as warranted or as required by the Highway Department. Reference Chapter 2.0 for turn lane and passing blister warrants. Acceleration taper, deceleration taper, left turn lane, right turn lane and passing blister dimensions for intersections with roadways,

commercial driveways and industrial driveways inside the urban area boundary are summarized in Table 4-4.

Acceleration, Deceleration, Left Turn Lane and Right Turn Lane Tapers	Length (feet)
- Local	75
- Collector	100
- Arterial	150
Left Turn Lane and Right Turn Lane (minimum)	
- Local	50
- Collector	100
- Arterial	150
Passing Blister Length	150
- Local Taper	75
- Collector Taper	100
- Arterial Taper	150

Table 4-4, Acceleration Tapers, Deceleration Tapers, Left Turn Lanes, Right Turn Lanes and Passing Blisters for Intersections with Roadways, Commercial Driveways and Industrial Driveways Inside the Urban Area Boundary, Also for Local Roadways Outside the Urban Area Boundary

For intersections with streets, commercial driveways and industrial driveways on collector and arterial roadways outside of the urban area boundary, acceleration taper, left turn lane, right turn lane and passing blister dimensions are summarized in Table 4-5. Right turn lanes are required for vehicle deceleration along collector or arterial roadways. Use Table 4-4 for auxiliary lane dimensions for intersections with streets, commercial driveways and industrial driveways on local roadways for areas outside of the urban area boundary.

Acceleration Taper	Length (feet)
- 30 mph	150
- 35 – 50 mph	200
- 55 mph	200
Left Turn Lane and Right Turn Lane Taper	
- 30 mph	100
- 35 – 55 mph	150
Left Turn Lane and Right Turn Lane (minimum for deceleration)	
- 30 mph	150
- 35 mph	150
- 40 mph	150
- 45 mph	200
- 50 mph	275
- 55 mph	365
Passing Blister Taper (each end)	
- 30 mph	150
- 35 mph – 50 mph	200
- 55 mph	300
Passing Blister (full lane)	
- 30 mph	200
- 35 – 50 mph	200
- 55 mph	250

Table 4-5, Acceleration Tapers, Left Turn Lanes, Right Turn Lanes and Passing Blisters for Intersections with Collector and Arterial Roadways Outside of the Urban Area Boundary

At traffic signal controlled intersections, left turn lane and right turn lane storage length is required in addition to the minimum turn lane length shown in Tables 4-4 and 4-5. The left turn and right turn storage lane length shall be designed to accommodate the volume of turning traffic. The turn lane storage length should be equal to the number of vehicles (in feet) turning in the peak hour.

On Street Parking-

On street parking is allowed on local roadways within the Urban Area Boundary. The local road where parking is used, must have chair back curb and gutters with a curb height of 6 inches included as part of the design. Parallel parking spaces, 45 degree angled parking spaces and 60 degree angled parking spaces can be used. Parking spaces shall be marked with 4" white paint. Parking dimensions are summarized in Table 4-6.

Parking Angle	Space Width	Space Length	Distance between Spaces	Distance from Space to Edge of Lane
Parallel	8 ft.	22 ft.	N/A	3 ft.
45 degrees	9 ft.	18.5 ft.	13 ft.	3 ft.
60 degrees	9 ft.	18.5 ft.	10.5 ft.	5 ft.

Table 4-6, On Street Parking Dimensions

Roadway Cross Section Requirements summarized in Table 4-1 are amended as follows for local roadways with dedicated street parking:

- Grass buffer is deleted
- Sidewalk adjacent to the curb shall have a minimum width of 8 ft.
- Roadway shall have two 11 ft. driving lanes.
- Right-of-way width shall be increased to accommodate the additional width required for dedicated street parking.

Parking shall be prohibited under the following circumstances:

- Within 20 ft. of a crosswalk.
- Within 10 ft. from a curb radius at a mid-block drive.
- Within 15 ft. of a fire hydrant.
- Within 30 ft. on the approach leg to an intersection with a stop sign, flashing beacon or traffic signal.

A landscaping island, the width of a parking space (length of a parallel space), shall be placed between every nine (9) parking spaces.

Sidewalks and Side Paths –

Sidewalks and or side paths shall be provided on both sides of all roadways. Side paths shall be provided on at least one side of collector and arterial roadways. A side path may be required on a local roadway to satisfy side path connectivity requirements. Sidewalk/side path cross section requirements are shown in Table 4-7.

Type	Sidewalk/Side Path Cross Sections
Sidewalk	4" INDOT Class A Concrete on 4" No. 53 Compacted Aggregate Base
Sidewalk in Driveway	6" INDOT Class A Concrete on 4" No. 53 Compacted Aggregate Base
Side Path	1" Asphalt Surface on 3" Asphalt Intermediate on 6" No. 53 Compacted Aggregate Base

Table 4-7, Sidewalk/Side Path Cross Sections

Sidewalk/side path ramps are required at the intersection of all driveways and streets. Curb ramp design shall meet the requirements of INDOT Standard Drawings. Curb ramps are to be constructed in accordance to INDOT Standard Specifications. Detectable warning surfaces shall be used at street intersections. Detectable warning surfaces shall be cast iron and manufactured by Neenah Foundry or East Jordan Iron Works.

Concrete used in sidewalks shall be Class A concrete, with limestone course aggregate, as specified by the Indiana Department of Transportation (INDOT) Standard Specifications. Hot Mix Asphalt (HMA) Side Path Pavement shall meet the requirements for Type B Asphalt Pavement as specified by the INDOT Standard Specifications. No. 53 Compacted Aggregate Base material shall meet the requirements as specified by the INDOT Standard Specifications.

Street trees are not to be installed between the curb and sidewalk/side path. Poles and manhole castings shall be located outside the limits of the sidewalk or side path. Curb inlets shall be placed outside the limits of sidewalk/side path curb ramps.

Obstruction Free Zone –

Above ground structures within 10 feet of the edge of pavement or face of curb must be of break away construction. Table 4-8 summarizes the requirements of structures within the obstruction free zone.

Structure	Requirements
Mailbox Post (wood)	4" x 4" (3½" x 3½") maximum, 6" x 6" (5½" x 5½") wood post allowed with 1" diameter hole bored in each direction which intersect just above ground level. Wood posts are not to be reinforced with metal.
Mailbox Post (steel)	Maximum 2 inch inner diameter
Mailboxes	Mailboxes shall be Postmaster General Approved. Mailbox face shall be located at least 3 ft. from the edge of pavement on roads without curb and gutters. Mailboxes and posts shall not be reinforced with metal or concrete. Mailboxes and posts shall not be of masonry or concrete construction.
Rocks	Rocks shall not be greater than 6 inches in diameter and shall not protrude from the ground more than 6 inches above normal ground level.
Concrete	Concrete shall not be higher than 6 inches above normal ground level.
Wood Pole or Post	Maximum wood cross section allowed is 0.15 sq. ft.
Utility Poles	Utility poles shall be located at the right-of-way line and no less than 10 ft. from the edge of pavement or face of curb.
Earth Mounds	Maximum slope allowed on earth mounds adjacent to the roadway is 4:1.

Table 4-8, Obstruction Free Zone Requirements

The Highway Department will make the final determination on the suitability of a structure within the Obstruction Free Zone.

Drainage –

Minimum culvert pipe size under roadways shall be 15 inches in diameter. Pipe cover shall be at least 1 ft. below the pavement section. Pipe shall be sized in accordance to the storm water design guidelines contained in Chapter 761, Storm Water Management.

Culvert pipe shall be either corrugated galvanized steel pipe with metal pipe end sections or ASTM Class III Reinforced Concrete Pipe with concrete or metal pipe end sections. Metal pipe 15 inch to 24 inch in diameter shall have a 14 gage thickness. Pipe 30 inches in diameter and greater shall have a 12 gage thickness. For culvert pipes parallel to the main roadway, pipes 15 inches in diameter and greater shall use safety metal end sections as specified by INDOT on the end facing traffic. A safety metal end section on the other end of the pipe is not required unless the pipe is within the clear zone on higher speed roads. For areas with a high crash incident rate, grated box end sections (GBES) shall be use at the pipe ends.

Culvert pipes under street approaches that are 66 inches in diameter and greater shall be protected with guardrail if the end of the pipe is within the clear zone.

Pipes are to be backfilled and the pavement repaired in accordance with Table 4-9.

Roadway Type	Pavement Repair Section
Local	1.5" Asphalt Surface on 8" INDOT Class A Concrete on Permanent Flowable Fill. Aggregate Bedding Material
Collector	1.5" Asphalt Surface on 10" INDOT Class A Concrete on Permanent Flowable Fill. Aggregate Bedding Material
Arterial	1.5" Asphalt Surface on 12" INDOT Class A Concrete on Permanent Flowable Fill. Aggregate Bedding Material

Table 4-9, Culvert Pipe Roadway Repair Pavement Cross Section

Existing pavement shall be saw cut before pavement is removed. The Asphalt Surface and Concrete patch shall extend beyond the excavation and flowable fill by at least 2 ft. Flowable fill shall be used at least 5 ft. from the edge of pavement if the excavation and utility installation extend beyond the edge of pavement. Concrete wash from the concrete truck shall not be deposited on the right-of-way. Asphalt surface joints shall be sealed with asphalt crack sealant.

The top one foot of the excavation in the shoulder area shall be filled with topsoil and seeded. The area shall be graded to match the existing side slope and ditch line.

The street approach transverse slope shall be in accordance with Table 4-10. The slope of the safety metal end section shall match the street approach transverse slope.

Speed Limit (mph)	Daily Traffic (veh/day)	Transverse Slope
Less than or equal to 40	Less than 12,000	4:1
Less than or equal to 40	Greater than 12,000	6:1
45 to 50	All	6:1
55	Less than 6,000	6:1
55	Greater than 6,000	10:1

Table 4-10, Transverse Slope at Street Approaches

Closed drainage as part of a storm sewer system shall use ASTM Class III Reinforced Concrete Pipe within the County right-of-way. Use of HDPE N12 pipe is allowed outside of the County right-of-way. Minimum pipe size is 12 inches for closed drainage. Castings and drainage structures shall conform to the INDOT Standard Drawings and shall be constructed in accordance to the INDOT Standard Specifications. Rolled curb and gutter inlet castings shall be Neenah Foundry R-3501-TR/TL or equivalent.

Minimum ditch slopes shall be 1.0%. Minimum gutter slopes shall be 0.5%. Ditches with slopes of 1% to 3% shall be sodded. Ditch slopes greater than 3% shall be rip-rapped. Reference Table 4-11 for ditch protection guidelines.

Erosion Protection Method	Velocity, v (ft./sec.)
Sod/Seeding	$v < 3$
Revetment Rip Rap	$3 \leq v \leq 6.5$
Class I Rip Rap	$6.5 < v < 10$
Class II Rip Rap	$10 \leq v \leq 13$
Energy Dissipater	$v > 13$

Table 4-11, Ditch Velocity for Erosion Protection

Lawn sprinkler systems (pipes, sprinkler heads etc.) are not allowed within County right-of-way. Repair of damage to lawn sprinkler systems that occurs during County road and drainage work is the responsibility of the Property Owner.

5.0 Utility Installation Requirements and Utility Cut Roadway Repair Standards

The preferred method of utility installation is by either jacking pipe or by the use of directional bores. Open cutting the pavement should be avoided if possible. Cutting of the pavement is allowed only with written permission from the Highway Department.

All pressurized utilities such as water and force sanitary sewer mains shall be placed in casing pipe under the roadway and the casing pipe shall extend to the right-of-way limits or at least 15 ft. from the roadway edge of pavement whichever is greater.

All underground utilities shall be placed at least 3 feet below the pavement elevation within the roadway and shall be placed at least 3 feet below the edge of pavement elevation in the shoulder, ditch and side slope area. Utility conduit hand holes and pedestals shall be placed as close to the right-of-way where practicable. Hand holes and pedestals shall not block ditch flow.

Underground utilities shall not be placed inside, adjacent to or underneath roadway or driveway drainage pipes. Underground utilities shall cross at least 3 feet above or below drainage pipes and shall be at least 2 feet from drainage pipes where the utility is parallel.

After underground utility construction in the roadway is complete, the roadway is to be repaired in accordance to the specifications in this section and to the satisfaction of the Highway Department. The roadway repair cross sections are shown in Table 5-1.

Roadway Type	Pavement Repair Section
Local	1.5" Asphalt Surface on 8" INDOT Class A Concrete on Permanent Flowable Fill. Aggregate Bedding Material
Collector	1.5" Asphalt Surface on 10" INDOT Class A Concrete on Permanent Flowable Fill. Aggregate Bedding Material
Arterial	1.5" Asphalt Surface on 12" INDOT Class A Concrete on Permanent Flowable Fill. Aggregate Bedding Material

Table 5-1, Utility Cut Roadway Repair Pavement Cross Section

Existing pavement shall be saw cut before pavement is removed. The Asphalt Surface and Concrete patch shall extend beyond the excavation and flowable fill by at least 2 ft. Flowable fill shall be used at least 5 ft. from the edge of pavement if the excavation and utility installation extend beyond the edge of pavement. Concrete wash from the concrete truck shall not be deposited on the right-of-way. Asphalt surface joints shall be sealed with asphalt crack sealant.

The top one foot of the excavation in the shoulder area shall be filled with topsoil and seeded. The area shall be graded to match the existing side slope and ditch line.

Roadways where the underdrain is damaged shall have the underdrain pipe repaired and the geotextile fabric and aggregate replaced. Utility work should avoid roadway underdrains wherever possible.

The curb and gutter is to be replaced if the excavation goes underneath or runs parallel to the curb and gutter. Curb and gutter shall be saw cut at the nearest construction joint. Replacement curb and gutter shall be poured directly onto the flowable fill.

Sidewalks are to be replaced if the excavation goes underneath or runs parallel to the sidewalk. Sidewalks shall be saw cut at the nearest construction joint. Replacement sidewalk shall be poured directly onto the flowable fill.

Ditch drainage shall be restored to match the existing ditch slope. Exposed soil areas shall be sodded in urban areas with lawns and mulch seeded in rural areas. Exposed soil areas in forests shall have landscaping mulch applied if grass cannot grow in the area.

A trench box or shoring shall be used to protect the excavation. Excavation operations shall be done in accordance to OSHA requirements. Employee operating in confined spaces must be trained for confined space work. Reflective vests must be worn while working within the right-of-way.

Excavations shall not be left open in the pavement area overnight. The excavation shall be plated or filled temporarily with an asphalt surface. Temporary patching must be able to hold up under the traffic expected on the roadway. Excavations outside of the roadway must be protected with pedestrian fencing.

Roadway patching shall be warranted for one year after the patch is complete. The Contractor shall repair the patch if there is a problem with the asphalt surface or there is settlement of the patch or the area surrounding the patch.

6.0 Traffic Studies

A traffic study may be required to determine the amount of traffic that will be generated by a new development. The traffic study will determine the amount of traffic that will enter and exit the development during the peak hour and the amount of traffic that will be turning left and right. This information will be used to determine the need for turn lanes, a passing blister and possibly a traffic signal. The traffic study will follow the requirements set forth by INDOT's "Applicants Guide to Traffic Impact Studies". The required traffic study elements will be determined by the Highway Department.

Typical development thresholds that will determine the need for a traffic study are shown in Table 6-1. The Highway Department will make the final determination on whether or not a traffic study will be required for a new driveway or street approach.

Land Use Type	Threshold Values
Residential	150 Lots
Retail	15,000 Square Feet
Office	35,000 Square Feet or 3 Acres
Industrial	70,000 Square Feet or 9 Acres
Education	30,000 Square Feet or 250 Students
Lodging	120 Rooms
Medical	46,000 Square Feet

Table 6-1, Threshold Values Requiring a Traffic Study

7.0 Maintenance of Traffic

Maintenance of Traffic shall be set up in accordance to the Indiana Manual of Uniform Traffic Control Devices (MUTCD). Details of the Maintenance of Traffic plan shall be in accordance to the Indiana Department of Transportation (INDOT) Standard Drawings and Specifications.

Road closures, lane closures, lane shifts and proposed detour routes shall be reviewed and approved by the Highway Department.

All maintenance of traffic signs, drums and barricades shall be in good and clean condition to where the maintenance of traffic items are clearly visible during the day and reflect vehicle headlights sufficiently at night.

Standard orange cones with reflective stripes are acceptable for lane closures during the day. For overnight lane closures, standard drums shall be used. Lane closures should be removed during the overnight hours if possible. A flashing arrow board shall be used with the lane closures. Lane shifts shall use standard drums during the day and during nighttime. Lane shifts should be removed during the overnight hours if possible.

Long term lane closures and lane shifts for a period of more than 5 work days shall require the removal of the existing pavement markings and use of temporary pavement markings to delineate the lane closure or lane shift. Permanent pavement markings are to be restored once the roadway work is completed.

Flagmen shall use MUTCD designated Stop/Slow paddles for flagging. Auxiliary lighting shall be used at the flagman's location if flagging occurs during the nighttime. Workers shall wear reflective vests at all times while in or adjacent to County right-of-way.

Open excavations outside of the pavement shall be protected with orange construction fencing. Excavations in the pavement must be plated or temporarily backfilled with a bituminous surface to allow traffic to pass over the excavation when construction is not active.

The contractor or utility company is responsible for the maintenance of traffic 24 hours per day for the duration of the project. The contractor or utility shall provide a 24 hour maintenance of traffic contact phone number for the person that is responsible for the maintenance of traffic items if they are damaged, knocked down or fail. The contractor or utility company shall make repairs to the maintenance of traffic items within 2 hours of being contacted. Failure to repair the maintenance of traffic items within the 2 hour time limit will require the removal of the maintenance of traffic items from the roadway and the restoration of the pavement by plating or temporary patching at the end of each work day.

8.0 Permit for Construction Within or Adjacent to the Right-of-Way

A permit is required for any type of construction within the County Right-of-Way or within 10 feet from the edge of pavement, whichever distance is greater from the roadway centerline. Exceptions to the permitting requirements include:

- Mailbox and post construction
- Driveway maintenance including grading, sealing and resurfacing
- Ditch maintenance
- Culvert pipe maintenance
- Overhead utility maintenance including tree trimming
- Individual utility pole replacement
- Emergency utility repairs (leaks/outage)
- Storm clean up/repairs

Culvert pipe replacement will require a driveway permit. Replacement of culvert pipes shall be done in accordance with Chapter 3.0, Driveway Construction Standards.

Mailbox and post construction does not require a permit but the mailbox and post must conform to the requirements specified in Chapter 4.0, Roadway Construction Standards, Obstruction Free Zone. Mailbox and post shall be in conformance with Chapter 4.0, Roadway Construction Standards, Obstruction Free Zone before a Driveway Permit will be issued.

Individual existing utility pole replacement does not require a permit but new utility construction involving two or more utility poles will require a permit.

For emergency underground utility repairs, the Contractor or Utility Company must notify the Highway Department as soon as possible of the emergency utility repairs that involve cutting the roadway pavement. The Highway Department will inspect the excavation and pavement repair. The Contractor or Utility Company must file a permit application with the Highway Department the next business day after the repair.

Two types of Permit Forms are used for Construction Within or Adjacent to the Right-of-Way. The Driveway Permit Application is to be used for all new driveway and street construction. The Work in the Right-of-Way Permit Application is to be used for all other types of construction within the right-of-way including overhead and underground utility construction.

Driveway Permit Application

Information to be provided on the Driveway Permit Application includes:

- GIS map printout with drive location shown
- Upstream and downstream pipe sizes
- Distance to the nearest driveway/intersection
- Estimated driveway traffic volume during the peak hour, left and right in, left and right out.

The proposed driveway location will be inspected by the Highway Department to see if the proposed location is suitable. The owner will set a stake with flagging at the proposed drive location so it can be identified.

Once the driveway permit has been approved, the Highway Department will give the property owner notice to proceed for the driveway construction. The property owner shall notify the Highway Department at least two work days before driveway construction begins and no more than four work days after driveway construction is complete.

Driveway construction shall be done in accordance with Chapter 3.0, Driveway Construction Standards.

The property owner shall repair damage to the roadway that occurs during driveway construction. Tracked construction equipment shall not run directly on the roadway. If tracked equipment is to be unloaded on the roadway, tires or wood planks shall be used to protect the roadway pavement.

If work is done in the roadway, Maintenance of Traffic shall be provided in accordance to the Indiana Manual of Uniform Traffic Control Devices, reference Chapter 7.0, Maintenance of Traffic.

Soil shall not be tracked onto the roadway during construction. A construction entrance shall be used to minimize the amount of soil tracked onto the roadway. Soil tracked onto the roadway shall be removed daily.

The bond (if applicable) will be returned once the driveway is inspected and approved.

Driveway and Street Maintenance

Driveways are to be maintained by the property owner. The property owner is to keep the culvert pipe clean and maintain the ditch along the property frontage. Sight triangles are to be kept clear of obstructions. Unused driveways including the culvert pipe are to be removed by the property owner.

Subdivision streets are to be maintained by the developer until the final surface is in place and the street is accepted by the Highway Department.

Work in the Right-of-Way Permit Application

Information to be provided on the Work in the Right-of-Way Permit Application includes:

- Type of construction activity
- Specify method of underground construction, jack and bore, directional bore or open cut of roadway.
- Typical cross section of pavement repair

- Maintenance of traffic plan
- Project schedule
- Bond posted

The preferred method of underground utility construction is the use of jacking and boring or directional boring. Open cut utility installation should be avoided where possible. Cutting of the pavement is allowed only with written permission from the Highway Department.

All pressurized utilities such as water and force sanitary sewer mains shall be placed in casing pipe under the roadway and shall extend to the right-of-way limits or at least 15 feet from the roadway edge of pavement whichever distance is greater from the roadway centerline.

Pavement, curb and gutter and sidewalk repair shall be done in accordance with Chapter 5.0, Roadway Repair Standards. Pavement, curb and gutter and sidewalk repair shall be warranted for a period of one year.

Once the Work in the Right-of-Way Permit has been approved, the Highway Department will give the Contractor or Utility Company notice to proceed for the construction. The Contractor or Utility Company shall notify the Highway Department at least two work days before construction begins and no more than four work days after the construction is complete.

The Contractor/Utility shall repair damage to the roadway that occurs during construction. Tracked construction equipment shall not run directly on the roadway. If tracked equipment is to be unloaded and used on the roadway, tires or wood planks shall be used to protect the roadway pavement.

Maintenance of Traffic shall be provided in accordance to the Indiana Manual of Uniform Traffic Control Devices.

Soil shall not be tracked onto the roadway during construction. Soil tracked onto the roadway shall be removed daily.

If there are deficiencies in the roadway, sidewalk or curb and gutter repair work and the restoration of the right-of-way, all work will stop as requested by the Highway Department until the deficiencies are resolved to the satisfaction of the Highway Department.

The bond will be returned once the construction site and pavement repair is inspected and approved.

MONROE COUNTY HIGHWAY DEPARTMENT

DRIVEWAY PERMIT APPLICATION

Complete and Return to:	Monroe County Highway Engineer 501 N. Morton Street, Suite 216 Bloomington, IN 47404 Phone: 812-349-2555 FAX: 812-349-2959	Permit # _____ Date Issued _____ Application # _____ Fee Paid <input type="checkbox"/> Cash <input type="checkbox"/> Check # _____
-------------------------	--	--

Owner's Name: _____

Owner's Current Address: _____

Address or Lot Number, Roadway Name where Proposed Driveway to be Inspected (give directions below in 4th box if no address):

Phone Number and E-Mail: _____

Date: _____

Contractor: _____

Parcel No. or Tax Bill ID No. _____

Signature: _____

Driveway Classification - Check all boxes that apply:

<input type="checkbox"/> Residential Use	<input type="checkbox"/> Subdivided Property	<input type="checkbox"/> New Driveway
<input type="checkbox"/> Commercial Use	<input type="checkbox"/> Subdivision	<input type="checkbox"/> Existing Driveway
<input type="checkbox"/> Industrial Use		<input type="checkbox"/> Public Hearing Required?
<input type="checkbox"/> Logging		<input type="checkbox"/> Required by Planning Dept.?

What is Being Built?: _____

What is the Intended Use?: _____

Provide the Following Information:

☐ If address has not been assigned, provide directions to the proposed driveway.

☐ GIS map with drive location shown

☐ Existing upstream/downstream pipe sizes: _____

☐ Distance to nearest driveway and/or intersection: _____

☐ Estimated driveway traffic volume during the peak hour, left and right in, left and right out: _____

(Requirements and Maintenance, See Other Side)

HIGHWAY DEPARTMENT USE

Date Inspected: _____ By: _____

Speed Limit: _____

Sight Distance: _____

Grade > 3% ☐ Yes ☐ No

Clear Brush and/or Cut Bank Down for Sight Distance: ☐ Yes ☐ No

☐ Ground photos at point of proposed driveway, each direction along the roadway and view of proposed driveway location from the roadway

Pipe Required, Diameter and Length: _____

Existing Drainage:	<input type="checkbox"/> Swale	<input type="checkbox"/> Pipe	<input type="checkbox"/> Curb and Gutter
Private Road:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Traffic Study:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Mallbox and Post in Compliance?
Passing Blister:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Left Turn Lane:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

December 2019

MONROE COUNTY HIGHWAY DEPARTMENT

DRIVEWAY PERMIT APPLICATION

REQUIREMENTS:

- Attention Loggers: To harvest timber in Monroe County you must have a Driveway Permit for logging and post a \$2,500 bond to cover any roadway damages. Each access must have a Driveway Permit and a bond. All bonds must be in the form of a letter of credit from a local bank or a bank check (cashier's check). The bank must be within 60 miles of Monroe County. No cash, personal checks, business checks or insurance type bonds will be accepted.
- Driveway construction shall be done in accordance with Chapter 3.0, Driveway Construction Standards, of the "Manual for Construction Within and Adjacent to Monroe County Right-of-Way".
- Proposed driveway location must be marked with the red flagging tape provided so that the Highway Department Inspector can find the proposed driveway location. The driveway cannot be checked unless it is marked.
- Once the driveway permit has been approved, the Highway Department will give the property owner notice to proceed for the driveway construction. The property owner shall notify the Highway Department at least two work days before driveway construction begins and no more than four work days after driveway construction is complete.
- The property owner shall repair damage to the roadway that occurs during driveway construction. Tracked construction equipment shall not run directly on the roadway. If tracked equipment is to be unloaded on the roadway, tires or wood planks shall be used to protect the roadway pavement.
- If work is done in the roadway, Maintenance of Traffic shall be provided in accordance to the Indiana Manual of Traffic Control Devices.
- Soil shall not be tracked onto the roadway during construction. A construction entrance shall be used to minimize the amount of soil tracked onto the roadway. Soil tracked onto the roadway shall be removed daily.
- The bond (if applicable) will be returned once the driveway is inspected and approved.
- Mailbox and post must be in compliance with Chapter 4.0, Roadway Construction Standards, Obstruction Free Zone, before a Driveway Permit will be issued.

MAINTENANCE:

- Driveways are to be maintained by the property owner.
- The property owner is to keep the culvert pipe clean and maintain the ditch along the property frontage.
- Sight triangles are to be kept clear of obstructions.
- Unused driveways including the culvert pipe are to be removed by the property owner.
- Subdivision streets are to be maintained by the developer until the final surface is placed and the street is accepted by the Highway Department.

MONROE COUNTY HIGHWAY DEPARTMENT

WORK IN THE RIGHT-OF-WAY PERMIT APPLICATION

Complete and Return to: Monroe County Highway Engineer
501 N. Morton Street, Suite 216
Bloomington, IN 47404
Phone: 812-349-2555
FAX: 812-349-2959

Permit # _____
Date Issued _____
Application # _____
Fee Paid ☐ Cash
☐ Check # _____

Contractor/Utility Name: _____
Contractor/Utility Address: _____
Address of Proposed Construction: _____
Phone Number and E-Mail: _____
Date: _____
Signature: _____

Type of Construction - Check all boxes that apply:

- | | |
|--|--|
| <input type="checkbox"/> Gas | <input type="checkbox"/> Jack and Bore |
| <input type="checkbox"/> Sewer | <input type="checkbox"/> Directional Bore |
| <input type="checkbox"/> Water | <input type="checkbox"/> Shoulder Excavation |
| <input type="checkbox"/> Electric | <input type="checkbox"/> Street Cut |
| <input type="checkbox"/> Communication | <input type="checkbox"/> Sidewalk Cut |
| <input type="checkbox"/> Other (specify) _____ | <input type="checkbox"/> Curb and Gutter Cut |

Project Description:

Provide the Following Information:

- ☐ Directions to the proposed construction: _____

- ☐ GIS map with construction area shown
☐ Typical Cross Section of Pavement Repair
☐ Maintenance of Traffic Plan
☐ Project Schedule: _____
☐ Bond _____

(Requirements, See Other Side)

HIGHWAY DEPARTMENT USE

Date Inspected: _____ By: _____
Speed Limit: _____
No. of Lanes: _____
Sight Distance: _____
Grade > 3% ☐ Yes ☐ No
Pavement, shoulder, sidewalk and curb and gutter condition before construction: _____

- ☐ Ground photos at point of proposed construction and each direction along the roadway

December 2019

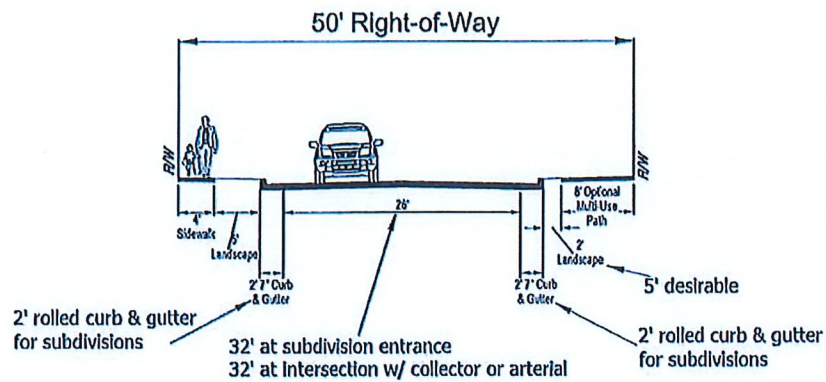
MONROE COUNTY HIGHWAY DEPARTMENT

WORK IN THE RIGHT-OF-WAY PERMIT APPLICATION

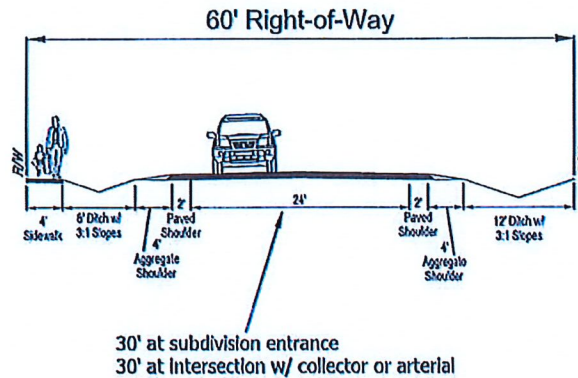
REQUIREMENTS:

- Pavement, curb and gutter and sidewalk repair shall be done in accordance with Chapter 5.0, Roadway Repair Standards, of the "Manual for Construction Within and Adjacent to Monroe County Right-of-Way". Pavement, curb and gutter and sidewalk repair shall be warranted for a period of one year.
- The preferred method of underground utility construction is the use of jacking and boring or directional boring. Open cut utility installation should be avoided where possible. Cutting of the pavement is allowed only with written permission from the Highway Department.
- All pressurized utilities such as water and force sanitary sewer mains shall be placed in casing pipe under the roadway and shall extend to the right-of-way limits or at least 15 ft. from the roadway edge of pavement whichever is greater.
- Once the Work in the Right-of-Way Permit has been approved, the Highway Department will give the Contractor/Utility notice to proceed for the construction. The Contractor/Utility shall notify the Highway Department at least two work days before construction begins and no more than four work days after the construction is complete.
- The Contractor/Utility shall repair damage to the roadway that occurs during construction. Tracked construction equipment shall not run directly on the roadway. If tracked equipment is to be unloaded and used on the roadway, tires or wood planks shall be used to protect the roadway pavement.
- Maintenance of Traffic shall be provided in accordance to the Indiana Manual of Traffic Control Devices.
- Soil shall not be tracked onto the roadway during construction. Soil tracked onto the roadway shall be removed daily.
- If there are deficiencies in the roadway, sidewalk or curb and gutter repair work and the restoration of the right-of-way, all work will stop as requested by the Highway Department until the deficiencies are resolved to the satisfaction of the Highway Department.
- The bond will be returned once the construction site and pavement repair is inspected and approved.

Local Road (Urban)



Local Road (Rural)



Monroe County, Indiana
Thoroughfare Plan

Adopted: December 12th, 2018

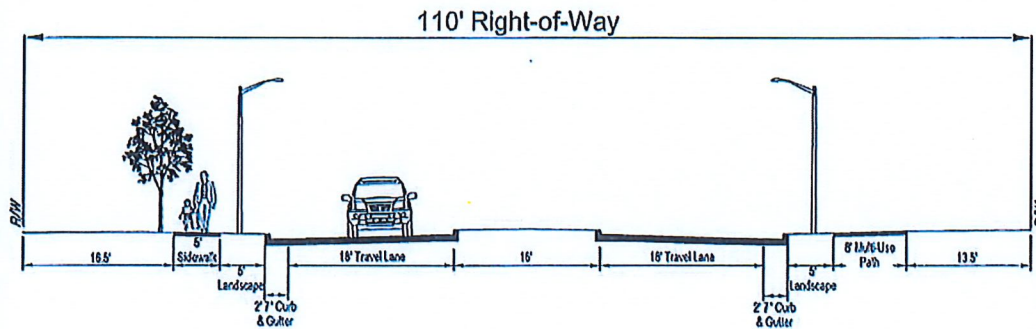
Figure 2C

Typical Cross-Sections
(Local Roads)

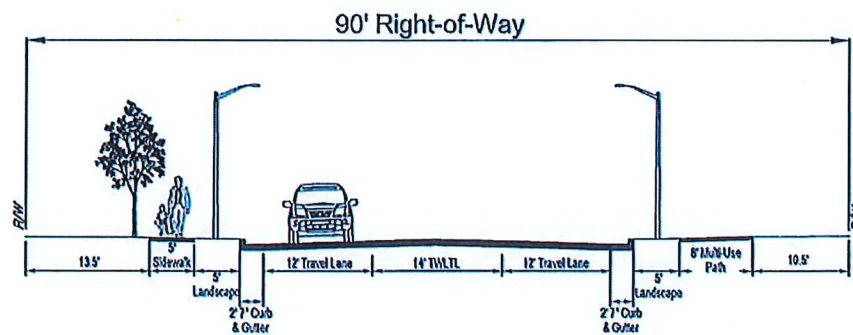
NOTES

1. Left-turn and right-turn lanes to be provided at intersections as needed.

Collector (Divided)



Collector (Undivided)



Monroe County, Indiana
Thoroughfare Plan

Adopted: December 12th, 2018

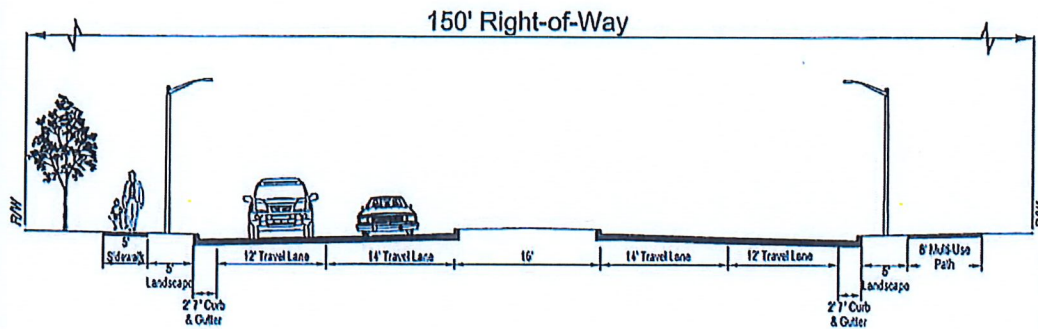
Figure 2B

Typical Cross-Sections
(Collectors)

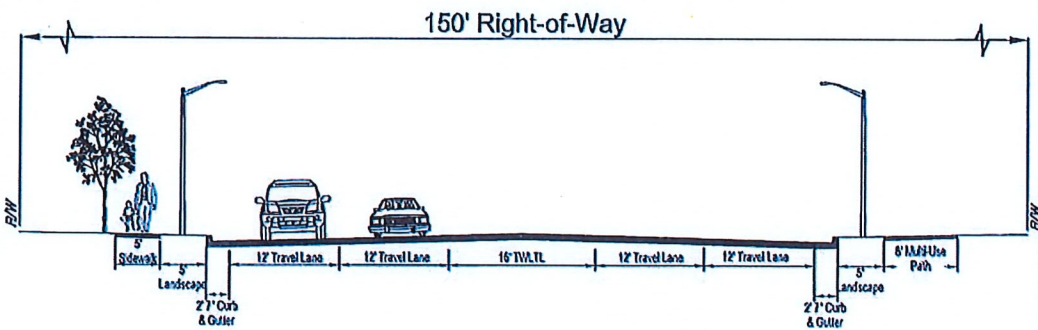
NOTES

1. Left-turn and right-turn lanes to be provided at intersections as needed.
2. TWLTL = Two-Way Left-Turn Lane

Arterial (Divided)



Arterial (Undivided)



Monroe County, Indiana
Thoroughfare Plan

Adopted: December 12th, 2018

Figure 2A

Typical Cross-Sections
(Arterials)

NOTES

1. Left-turn and right-turn lanes to be provided at intersections as needed.
2. TWLTL = Two-Way Left-Turn Lane



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 Commissioner approval of a resolution approving a sub-recipient policy for American Rescue Plan Act funds. This policy has been reviewed by FORVIS (the firm completing our annual audits), Baker Tilley, and the Monroe County Legal Department. This policy and corresponding monitoring documents will ensure that Monroe County Government fulfills all responsibilities and requirements currently set by the U.S. Department of the Treasury.

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

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text" value="Jeff Cockerill"/>	<input type="text" value="812-349-2838"/>

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

Attorney who reviewed:

RESOLUTION 2023-26 - MONROE COUNTY ARPA SUBRECIPEINT PLAN

WHEREAS the Monroe County Government, has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

WHEREAS the funds may be used for projects within these categories, to the extent authorized by state law.

1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet; and

WHEREAS the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Part 200 (UG), as provided in the [Assistance Listing \(21.027\)](#); and

WHEREAS the ARP/CSLFRF authorizes Monroe County Government to enter subaward agreements with subrecipients to assist Monroe County Government in carrying out the terms of the ARP/CSLFRF; and

WHEREAS if Monroe County Government enters into a subaward as a subrecipient, it acts as a pass-through entity, as described in 2 CFR 200.1; and

WHEREAS the [Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds](#) (v.3.0 February 2022) provides, in relevant part:

Subrecipient Monitoring. SLFRF recipients that are pass-through entities as described under 2 CFR 200.1 are required to manage and monitor their subrecipients to ensure compliance with requirements of the SLFRF award pursuant to 2 CFR 200.332 regarding requirements for pass-through entities.

First, your organization must clearly identify to the subrecipient: (1) that the award is a subaward of SLFRF funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds.

Next, your organization will need to evaluate each subrecipient's risk of noncompliance based on a set of common factors. These risk assessments may include factors such as prior experience in managing Federal funds, previous audits, personnel, and policies or procedures for award execution and oversight. Ongoing monitoring of any given subrecipient should reflect its assessed risk and include monitoring, identification of deficiencies, and follow-up to ensure appropriate remediation.

Accordingly, your organization should develop written policies and procedures for subrecipient monitoring and risk assessment and maintain records of all award agreements identifying or otherwise documenting subrecipients' compliance obligations.

Recipients should note that non-entitlement units of local government (NEUs) are not subrecipients under the SLFRF program. They are SLFRF recipients that will report directly to Treasury.

Recipients should also note that subrecipients do not include individuals and organizations that received SLFRF funds as end users to respond to the negative economic impacts of COVID-19 on these organizations. Such individuals and organizations are beneficiaries and not subject to audit pursuant to the Single Audit Act and 2 C.F.R. Part 200, Subpart F.

Separately or in addition, many recipients may choose to provide a subaward (e.g., via contract or grant) to other entities to provide services to other end—users. For example, a recipient may provide a grant to a nonprofit to provide homeless services to individuals experiencing homelessness. In this case, the subaward to a nonprofit is based on the services that the Recipient intends to provide, assistance to households experiencing homelessness, and the nonprofit is serving as the subrecipient, providing services on behalf of the recipient. Subrecipients are subject to audit pursuant to the Single Audit Act and 2 CFR part 200, subpart F regarding audit requirements; and

WHEREAS Subpart D of the UG dictates subrecipient and award requirements for expenditure of [ARP/CSLFRF] funds; and

WHEREAS 2 CFR 200.332 states that:

All pass-through entities must:

- (a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the [required] information at the time of the subaward . . . When some of [the required information] is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.
- (b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring.
- (c) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described by 2 CFR 200.208.
- (d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.
- (e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient, [specific] monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements an achievement of performance goals.
- (f) Verify that every subrecipient is audited as required by [2 CFR 200, Subpart F] when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR 200.501.

- (g) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
- (h) Consider taking enforcement action against noncompliant subrecipients as described in 2 CFR 200.339 and in program regulations.

BE IT RESOLVED that the Monroe County Board of County Commissioners hereby adopts and enacts the following Subaward and Monitoring Policy for the expenditure of ARP/CSLFRF funds.

Penny Githens, President

Julie Thomas, Vice President

Lee Jones, Member

ATTEST: (Dated: _____)

Catherine Smith, Auditor, Monroe County, Indiana

SUBAWARD AND MONITORING POLICY FOR EXPENDITURE OF AMERICAN RESCUE PLAN ACT OF 2021 CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

I. POLICY OVERVIEW

[Title 2 U.S. Code of Federal Regulations Part 200](#), (2 CFR 200) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance (UG), specifically Subpart D, defines requirements of pass-through entities initiating subaward agreements with Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF). Monroe County Government (hereinafter Monroe County) shall adhere to all applicable subaward and monitoring requirements governing the use of ARP/CSLFRF. This policy establishes procedures for classifying, making an award to, and monitoring a sub-recipient consistent with ARP/CSLFRF grant award terms and all applicable federal regulations in the UG.

Responsibility for following these guidelines lies the Monroe County Auditor's Office, Monroe County Legal Department, and the Monroe County Board of County Commissioners, who are charged with the administration and financial oversight of the [ARP/CSLFRF].

II. DEFINITIONS

The definitions in 2 CFR 200.1 apply to this policy, including the following:

Contract: for the purpose of Federal financial assistance, a legal instrument by which a recipient or subrecipient purchases property or services needed to carry out the project or program under a Federal award. For additional information on subrecipient and contractor determinations, see [§ 200.331](#). See also the definition of *subaward* in this section.

Contractor: an entity that receives a contract as defined in this section.

Pass-through Entity: a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program. [MONROE COUNTY IS THE PASS-THROUGH ENTITY IF IT AWARDS A SUBAWARD TO A SUBRECIPIENT.]

Recipient: an entity, usually but not limited to non-Federal entities that receives a Federal award directly from a Federal awarding agency. The term recipient does not include subrecipients or individuals that are beneficiaries of the award.

Subaward: an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient: an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

III. SUBRECIPIENT CLASSIFICATION

Monroe County Government must make a case-by-case determination whether an agreement with another government entity or private entity, that is not a beneficiary, casts the party receiving the funds in the role of a subrecipient or contractor. 2 CFR 200.331.

A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient. Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

- (1) Determines who is eligible to receive what Federal assistance;
- (2) Has its performance measured in relation to whether objectives of a Federal program were met;
- (3) Has responsibility for programmatic decision-making;
- (4) Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
- (5) In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor. Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the contractor:

- (1) Provides the goods and services within normal business operations;
- (2) Provides similar goods or services to many different purchasers;
- (3) Normally operates in a competitive environment;
- (4) Provides goods or services that are ancillary to the operation of the Federal program; and
- (5) Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract.

Monroe County will use the above criteria to determine if an agreement involving the expenditure of ARP/CSLFRF is a contract or subaward. The Monroe County Auditor's Office will document the determination in the Subrecipient or Contractor Classification Checklist in Appendix 1. ([Appendix 1: Subrecipient or Contractor Classification Checklist.](#))

If the agreement involves a contractor relationship (including a contract for services), Monroe County must follow its UG Procurement Policy when entering into a contract.

If the agreement involves a subrecipient relationship, Monroe County must proceed to Sections IV. through VII. below.

IV. ASSESSMENT OF RISK

Before engaging in a subaward, Monroe County must evaluate a subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward to determine whether to award the subaward and the appropriate subrecipient monitoring.

The Monroe County Auditor's Office will conduct the risk assessment, which will include consideration of the following factors:

- (1) The subrecipient's prior experience with the same or similar subawards;
- (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with 2 CFR 200 Subpart F and the extent to which the same or similar subaward has been audited as a major program;
- (3) Whether the subrecipient has new personnel or new or substantially changed systems; and
- (4) The extent and results of Federal awarding agency monitoring (*e.g.*, if the subrecipient also receives Federal awards directly from a Federal awarding agency). 2 CFR 200.332(b).

The results of the risk assessment must be documented in the Subrecipient Assessment of Risk form in Appendix 2 and will be used to dictate the types and degree of subrecipient monitoring. ([Appendix 2: Subrecipient Assessment of Risk](#)) Monroe County will assign an overall risk level to the subrecipient indicating the following:

Low Risk	Moderate Risk	High Risk
There is a low risk that the subrecipient will fail to meet project or programmatic objectives or incur significant deficiencies in financial, regulatory, reporting, or other compliance requirements.	There is moderate risk that the subrecipient will fail to meet project or programmatic objectives or incur significant deficiencies in financial, regulatory, reporting, or other compliance requirements.	There is high risk that the subrecipient will fail to meet project or programmatic objectives or incur significant deficiencies in financial, regulatory, reporting, or other compliance requirements.

If a proposed subrecipient is deemed high risk, Monroe County Government must provide written justification to proceed with the subaward. The justification must be approved by the Monroe County Board of Commissioners.

V. SUBRECIPIENT MONITORING

Monroe County will develop and implement a subrecipient monitoring plan for the particular subaward based on the findings of the Subrecipient Assessment of Risk. According to 2 CFR 200.332(d), the monitoring plan must involve:

- (1) Reviewing financial and performance reports required by the pass-through entity.
- (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
- (3) Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by 2 CFR [200.521](#).
- (4) The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current

Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section 2 CFR [200.513\(a\)\(3\)\(vii\)](#). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

Monroe County's monitoring plan will vary based on the overall subrecipient risk assessment as low risk, medium risk, or high risk, detailed as follows:

Subrecipient Deemed Low Risk	Subrecipient Deemed Medium Risk	Subrecipient Deemed High Risk
<ul style="list-style-type: none"> • Payment validations (monthly) • Report reviews (quarterly) • Desk reviews (at least once per year and more frequently if requested by Monroe County or subrecipient) • Onsite reviews (upon request of Monroe County or subrecipient) • Audit review (yearly) 	<ul style="list-style-type: none"> • More detailed financial reporting • Payment validations (monthly) • Report reviews (bi-monthly) • Desk reviews (within 6 months of project start and every six months thereafter) • Onsite reviews (within 12 months of project start and annually thereafter, or more frequently as requested by Monroe County] or subrecipient) • Audit review (yearly) • Procedures engagement (if subrecipient not subject to Single Audit Act; yearly) 	<ul style="list-style-type: none"> • More detailed financial reporting • Compliance training (one-time) • Prior approvals for certain expenditures • Payment validations (monthly) • Report reviews (monthly) • Desk reviews (within 3 months of project start and at least quarterly thereafter) • Onsite reviews (within 6 months of project start and bi-annually thereafter, or more frequently as requested by Monroe County or subrecipient) • Audit review (yearly) • Procedures engagement (if subrecipient not subject to Single Audit Act; yearly)

Payment validation: All subrecipient documentation for project expenditures must be reviewed by Monroe County for compliance with subaward requirements. Any non-compliant expenditures will be denied and the subrecipient will be provided a reasonable description of the reason for denial and an opportunity to cure the deficiency. For a subrecipient on a reimbursement-based payment structure, the validation will occur before a reimbursement payment is approved. For a subrecipient that received an up-front payment, any funds found to have been expended in violation of the subaward requirements must be repaid to Monroe County.

Report review: A subrecipient must submit quarterly financial and performance reports, based on the schedule set forth in the subaward. The nature and scope of the reports will depend on the project and be spelled out in the subaward. The reports will be reviewed by the Monroe

County Auditor's Office. Any deficiencies or other performance concerns will be addressed with the subrecipient in a timely manner and could trigger additional monitoring requirements or other interventions, as specified in the subaward.

Desk review: Monroe County will conduct a meeting to review the subrecipient's award administration capacity and financial management. The meeting may be held virtually or in person. Topics covered will depend on project scope and subrecipient risk assessment and may include governance, budgeting, accounting, internal controls, conflict of interest, personnel, procurement, inventory, and record keeping. Monroe County will produce a report which summarizes the results and any corrective actions if deemed necessary. The report will be shared in a timely manner with the subrecipient.

Onsite review: Monroe County will conduct an on-site meeting at the subrecipient's location to review the subrecipient's project performance and compliance. Topics covered will depend on project scope and subrecipient risk assessment and may include project procurement, data systems, activity and performance tracking, project reporting, inventory, and software systems. Monroe County will produce a report which summarizes the results and any corrective actions deemed necessary. The report will be shared in a timely manner with the subrecipient.

Audit review: Monroe County must verify that every subrecipient is audited as required by [2 CFR 200 Subpart F](#) (Single Audit) when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR [200.501](#). Monroe County must obtain a copy of the subrecipient's Single Audit from the Federal Audit Clearinghouse (FAC). Within six months of the acceptance of the audit report by the FAC, Monroe County will issue a management decision for any audit findings related to the subaward. The decision will clearly state whether or not the audit finding is sustained, the reasons for the decision, and the expected auditee action to repay disallowed costs, make financial adjustments, or take other action. (The decision will include reference numbers the auditor assigned to each finding.) The decision will provide a timetable for responsive actions by the subrecipient. Prior to issuing the management decision, Monroe County may request additional information or documentation from the auditee, including a request for auditor assurance related to the documentation, as a way of mitigating disallowed costs.

Procedures engagement: Applicable only to subrecipients who are not subject to the Single Audit Act. An auditor will perform specific procedures and report on findings. The scope must be limited to the following compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; and reporting. The review will be arranged and paid for by subrecipient. Monroe County will verify completion of the procedures engagement. Within six months of the acceptance of the procedures engagement report, Monroe County will issue a management decision for any findings related to the subaward. The decision will provide a timetable for responsive actions by the subrecipient. Prior to issuing the management decision, Monroe County may request additional information or documentation from the subrecipient, including a request for auditor assurance related to the documentation, as a way of mitigating disallowed costs.

The specific monitoring plan for each subrecipient, including the type and frequency of reviews, will be detailed in the subaward agreement. For all requirements beyond those listed under the Low Risk category above, the Monroe County will notify the subrecipient of the following in the subaward:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;

- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

To implement the monitoring plan, Monroe County Government must perform periodic reviews and document findings in the Subrecipient Monitoring Form ([Appendix 3: Subrecipient Monitoring Form](#)).

VI. SUBRECIPIENT INTERVENTIONS

Monroe County may adjust specific subaward conditions as needed, in accordance with 2 CFR 200.208 and 2 CFR 200.339. If Monroe County determines that the subrecipient is not in compliance with the subaward, Monroe County may institute an intervention. The degree of the subrecipient's performance or compliance deficiency will determine the degree of intervention. All possible interventions must be indicated in the subaward agreement.

Monroe County must provide written notice to the subrecipient of any intervention within thirty days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review or as soon as possible after Monroe County otherwise learns of a subaward compliance or performance deficiency.

Pursuant to 2 CFR 200.208, the written notice must notify the subrecipient of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

The following interventions may be imposed on a subrecipient, based on the level of the compliance or performance deficiency:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues.

- (1) Subrecipient addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period
- (2) More frequent or more thorough reporting by the subrecipient
- (3) More frequent monitoring by Monroe County
- (4) Required subrecipient technical assistance or training

Level 2 Interventions. These interventions may be required, in addition to Level 1 interventions, for more serious compliance or performance issues.

- (1) Restrictions on funding payment requests by subrecipient
- (2) Disallowing payments to subrecipient
- (3) Requiring repayment for disallowed cost items
- (4) Imposing probationary status on subrecipient

Level 3 Interventions. These interventions may be required, in addition to Level 1 and 2 interventions, for significant and/or persistent compliance or performance issues.

- (1) Temporary or indefinite funding suspension to subrecipient
- (2) Nonrenewal of funding to subrecipient in subsequent year
- (3) Terminate funding to subrecipient in the current year
- (4) Initiate legal action against subrecipient

VII. SUBAWARD AGREEMENT & EXECUTION

The subaward agreement will be drafted by the Monroe County Legal Department using the Subaward Agreement Template. Contract terms and conditions may vary based on several factors, including subrecipient risk assessment findings, as documented in the Subrecipient Assessment of Risk. After review by Monroe County, the Monroe County Board of County Commissioners may fully execute the subaward agreement, subject to any required budget amendments by Monroe County's governing board, preaudit requirements, and other contract execution prerequisites set by Monroe County.

APPENDIX 1: Subrecipient or Contractor Classification Checklist

If Monroe County wishes to contract with another government entity or a private entity and use ARP/CSLFRF funds to pay for that contract, Monroe County must determine if the relationship with the outside entity is a contractor or subrecipient. To make this determination Monroe County must review the project proposal, budget classification, and other related proposal documents, as well as engage in discussions with key personnel about the nature of the proposed agreement. The determination of whether a proposed agreement involves a contractor or subrecipient relationship must be recorded on this form and maintained in the project file for the duration of the records retention period for ARP/CSLFRF records.

Instructions: Complete Sections one through three. The section with the greatest number of marked characteristics indicates the likely type of relationship. The substance of the relationship should be given greater consideration than the form of agreement between Monroe County and outside entity. In borderline cases, Monroe County may either provide a written justification for its determination in Section three or, if appropriate, restructure the agreement to more clearly define it as either a contractor or subrecipient relationship.

Name of Outside Entity: _____

Section 1 -- Brief Description of Nature of Proposed Agreement:

Section 1 -- Subrecipient. A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship between the recipient and the subrecipient. Subrecipients may have one or more of the following characteristics:

- ☐ May determine who may be eligible to receive Federal assistance under the program guidelines. *For example: A subrecipient that identifies mentors and mentees under a mentoring program.*
- ☐ Has its performance measured in relation to whether objectives of a Federal program were met? *The recipient will rely upon the subrecipient's data to submit its own performance data to Treasury.*
- ☐ Has responsibility for programmatic decision making. *For example: If the recipient funds a subrecipient to develop (or improve) a particular program and the subrecipient will use its own judgment, discretion, and expertise to develop all or part of the program.*
- ☐ In accordance with its subaward agreement (which may be in the legal form of a contract), the subrecipient uses the Federal funds to carry out a program for a public purpose specified in authorizing statutes, as opposed to providing goods or services for the benefit of the recipient. *For example: To provide crime- or criminal-justice-related services (and, in the case of crime victims, compensation) to individual members of the public, such as victims of crime, or at-risk youth.*
- ☐ The subrecipient will not earn a profit under the agreement.
- ☐ The subrecipient is required to contribute cash or in-kind match in support of the subaward.

Section 2 -- Contractor. A contract is for the purpose of obtaining goods and services for the recipient's own use and creates a procurement relationship between the recipient and the contractor. *Entities that include these characteristics are not subject to compliance requirements of the Federal program because of the agreement, though similar requirements may apply for other reasons.* A contractor relationship may have one or more of the following characteristics:

- ☐ Provides goods and services within normal business operations.
- ☐ Provides similar goods or services to many different purchasers.
- ☐ Normally operates in a competitive environment.
- ☐ Provides goods or services that are ancillary to the operation of the Federal program.
Examples include but are not limited to: Office equipment, supplies, software licenses, reference books, chemical reagents, cell phones, body-worn cameras, body armor, internet services, cell phone service, website hosting, copying/printing, lodging.
- ☐ The entity may earn a profit under the contract.

FINAL DETERMINATION:

- ☐ Subrecipient
- ☐ Contractor

Section 3 – Justification. In determining whether an agreement between a recipient and another non-Federal entity reflects a subrecipient or a contractor relationship, the substance of the relationship is more important than the form of the agreement. Considering the characteristics checked above, provide a written justification for the final determination of either a subrecipient or contractor relationship.

Explanation of Justification Determination:

Signature: _____ **Date:** _____

Print Name and Title: _____

APPENDIX 2: Subrecipient Risk Assessment

Subrecipient Information:

Subrecipient Name	[INSERT SUBRECIPIENT NAME, WHICH MUST MATCH THE NAME ASSOCIATED WITH ITS UNIQUE ENTITY IDENTIFIER]
Subrecipient Unique Entity Identifier:	[INSERT SUBRECIPIENT UNIQUE ENTITY IDENTIFIER]
Brief Description of Subaward Project and Role of Subrecipient:	[INSERT A BRIEF DESCRIPTION OF SUBAWARD PROJECT AND ROLE OF SUBRECIPIENT]
Name and Title of Subrecipient Personnel Providing Information for this Risk Assessment	[INSERT NAME AND TITLE OF SUBRECIPIENT PERSONNEL PROVIDING INFO. FOR THIS RISK ASSESSMENT]

	Is the entity prohibited from receiving Federal funds due to suspension or debarment per the Excluded Parties List located in the System for Award Management (SAM)? (https://sam.gov/content/home)
	Is the entity in good standing with Monroe County? Discuss with appropriate staff.
	Has Data Collection Form on Federal Audit Clearinghouse (FAC) been reviewed? (https://facweb.census.gov/uploadpdf.aspx)
If yes,	List Findings:

Risk Category	Rating Label	Comments
General Assessments		
1. Is the proposed subrecipient entity's (hereinafter "entity") facility, equipment, supplies, and staffing adequate for the needs of the award?		
2. Has the entity adopted and implemented all required Uniform Guidance policies and procedures?		
3. Has the entity adopted and implemented records retention, conflict of interest, and nondiscrimination policies, consistent with the ARP/CSLFRF award terms?		
4. Is the entity properly licensed or certified by a recognized source (i.e., the Internal Revenue Service non-profit determination letter, bonded and insured if performing construction-related activities, etc.)?		
5. Does the entity have a Code of Ethics policy which is provided to all associated employees?		
6. Has the entity's management demonstrated a commitment to compliance with the subaward terms and all applicable laws and regulations?		
Financial Management, Systems, & Personnel		

7. Does the entity have a financial management system that provides records that can identify the sources and application of funds for subaward funded activities?		
8. Does the entity's financial management system provide for the control and accountability of project funds, property, and other assets?		
9. What is the current staffing level of the entity?		
10. Has there been any change in the entity's key staffing positions in the last 2 years?		
11. What is the entity's staff's experience in performing stated activities in the proposed subaward?		
12. Does the entity have a formal, written personnel policy that addresses: (a) Pay rates & benefits (b) Time & attendance (c) Leave (d) Discrimination (e) Nepotism (f) Conflict of Interest?		
13. Does the entity have sufficient internal controls related to the subaward funds?		
14. Does the entity have sufficient cash flow to carry out the subaward terms?		
Experience with Other Federal Grants		
15. Has the entity previously done work for the federal government?		If low or moderate (yes), list the last three agencies and award periods.
(a) If low or moderate (yes) , what is the entity's past performance on meeting federal program outcomes and managing federal funds in compliance with federal regulations?		
16. Is the entity experienced in managing federal funds of the scope of this proposed subaward?		
17. Identify any monitoring interventions the entity is currently subject to related to other federal grant awards.		
18. Does the entity maintain an inventory of federal government property that, at a minimum, identifies purchase date, cost, vendor, description, serial number, location, and ultimate disposition data?		
Audits		
19. Does the entity have a designated federal cognizant audit agency?		If low (yes), provide name of audit agency.
20. Has the entity completed a Single Audit in the past five years?		If low or moderate (yes), provide a copy of the most recent audit and do not complete the rest of the Audit Section.

(a) If high (no) to 20. , does the entity have annual financial statements that have been reviewed of audited by an independent audit firm?		If yes, please provide a copy of the statements for the most current fiscal year. If no, please explain.
Indirect Rate Information		
21. Does the entity have a negotiated federal indirect/F&A rate? <i>(Note: This question does not impacted weight of risk assessment)</i>		If yes , what is the rate? If no , indicate that de minimis 10% indirect rate will apply
Overall Risk Assessment		
22. Based on the overall assessment, does the reviewer anticipate any implementation problems with the proposed subaward?		
23. What percentage of the entity's overall annual budget will this subaward comprise?		
24. Considering all factors above, assess overall level of risk		

Document any additional findings, mitigating factors, and recommendations here.

Assessment Completed By: _____ Date of Assessment: _____

APPENDIX 3: Subrecipient Monitoring Form

This report reflects Monroe County's substantive assessment of the subrecipient's project implementation and subaward compliance. Monroe County's project manager assigned to the subaward or finance officer must complete this report for each payment validation, report review, desk review, site review, and audit or procedures engagement review during the subaward term (and, as appropriate, after the expiration or termination of the subaward). Upon completion, and following review by Monroe County Auditor's Office, the original will be filed in the subaward file. Any required subrecipient corrective actions will be detailed in writing and provided to the subrecipient within thirty days of the completion of this report.

I. Subaward Overview (complete this section for all reviews)

STAFF INFORMATION

Reviewed conducted by:		Date:
Type (programmatic, financial, or both)		Date:
Review confirmed by:		Date:

SUBRECIPIENT INFORMATION

Subrecipient Name:	
Subrecipient Program Personnel (who participated in the review):	
Subrecipient Contact Phone Number:	
Subrecipient Fiscal/Audit Personnel (who participated in the review):	
Subrecipient Fiscal Contact Phone Number:	

GRANT REVIEW INFORMATION

Grant	Project #	Award \$	POP Begin	POP End	Review Period	
					Beginning Date	Ending Date

TYPE OF MONITORING

	Type of Monitoring	Date Completed	Comments
<input type="checkbox"/>	Payment Validation (Complete this column, but not the rest of the form.)		
<input type="checkbox"/>	Report Review (Complete this column, but not the rest of the form.)		

<input type="checkbox"/>	Audit or Procedures Engagement Review (Complete this column, but not the rest of the form.)		
<input type="checkbox"/>	Desk Review (If desk review, complete the rest of the form.)		
<input type="checkbox"/>	Onsite Review (If onsite review, complete the rest of the form.)		

II. Desk and Onsite Reviews (complete this section for desk and onsite reviews only)

PRE-MEETING NOTES

List any issues, concerns, or other specialty items for follow-up during review.

- 1.
- 2.

SUMMARY OF PROGRESS

Subrecipient must submit a written summary of the major workplan milestones during the review period at least one week prior to the review. The summary must address 1) number of clients served as compared with projections; 2) staffing; 3) activities undertaken; and 4) significant accomplishments. A copy of that summary will be appended to this written review report.

MONITORING OVERVIEW

PROGRAM IMPLEMENTATION

Indicate milestones met this quarter and identify milestones as scheduled to occur in the following quarter.

ACTIVITIES/PRODUCTS

Identify any reports or products that were submitted during the quarter, and identify those due the following quarter.

CORRECTIVE ACTIONS FROM PRIOR REVIEWS

Indicate actions taken in response to prior review issues.

ASSESSMENT OF QUALITY OF IMPLEMENTATION

Is the project being implemented on schedule? Are the activities impacting the goals and objectives as outlined in approved application?

ISSUES/PROBLEMS

Discuss significant new issues/problems with respect to projected milestones, audits, staffing, client flow, departures from approved goals, late reports, etc.

MONITORING SPECIFICS (Complete all fields that are applicable to the subaward.)

Activity Goals	<input type="checkbox"/> N/A	Yes	No	N/A
Scope of Service, Number of People to be Served, and any Special Terms stated within the Subaward Agreement.				
1. Has there been a change in the activity goals, scope of service, number of people to be served or other special terms as indicated in the Agreement between the Subrecipient and the Recipient?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(a) If yes, was the Recipient informed of the change?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Did the activity conform to any additional or special terms as reflected in the Subaward Agreement?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Is the subrecipient providing the full scope of services as stated in the application and Subaward Agreement?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Are the actual accomplishments at the time of this review the same as the planned accomplishments? Is the activity achieving the expected quantifiable levels of performance (number of persons served, achieving goals set for clients, etc.) reaching the intended client group?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Is the overall activity performance schedule being met in a timely manner (i.e. goal for number of clients served, expenditure of funds in timely manner, reporting requirements)?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Did the activity operate within the approved budget as detailed in the Subaward Agreement? (i.e., budgetary line items both accurate and realistic for activity expenses; source and use of match funds accurate)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Did the activity funding source change?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Was there a change in make-up or responsibility of staff for the activity?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Were invoices for reimbursement payments submitted with support documentation?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Were reports outlined in the Subaward Agreement submitted on time?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
General Comments				

General Compliance	Yes	No	N/A
Request a copy of all applicable policies and procedures required by the ARP/CSLFRF award terms and Uniform Guidance.			
11. Does the subrecipient have written policies and procedures to adequately administer the ARP/CSLFRF subaward?			
12. Does the subrecipient have a written conflict of interest policy for their employees?			
13. Are there sufficient internal controls in place to protect against waste, fraud and abuse of Federal funds (segregation of duties, etc.)?			
14. If program income will be generated by the subrecipient, have provisions been made to ensure that it is used in accordance with ARP/CSLFRF and Uniform Guidance requirements?			
What procedures does the subrecipient use to identify and account for federal property purchased with subaward funds?			
Does the subrecipient have adequate safeguards for preventing loss, damage, or theft of property held (inventory control, etc.)?			
Describe any technical assistance/training provided to subrecipient during the project period.			
General Comments			

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Employee Reimbursement	<input type="checkbox"/> N/A	Yes	No	N/A
Request a copy of the employee reimbursement policy, and/or have the subrecipient describe the procedure for approving and documenting expenses that are reimbursed.				
15. Are detailed receipts (i.e., receipts that do not merely show a total, but the detail of what was purchased) provided for reimbursement?				
16. Are reimbursements reviewed and approved by a supervisor or project manager prior to being submitted to the Fiscal Officer/Accounting Staff for payment?				
17. Does the subrecipient have a Reimbursement Policy?				
Examine two or more reimbursements that were paid out of the grant being monitored.				
18. Were the detailed receipts provided to support the amounts requested?				
19. Were the expenses in compliance with grant requirements/guidelines and UG?				
20. If reimbursed for training or conference expenses, was a certificate of attendance or completion, or agenda and brochure provided to support request for reimbursement?				
General Comments				

Equipment	<input type="checkbox"/> N/A	Yes	No	N/A
What is the purchasing procedure for equipment purchased with grant funds? Attach copies of relevant policies and of any purchasing documentation during the review period.				
How is equipment inventoried, insured, and managed? Attach copies of relevant policies and current inventory information.				
What is the procedure for transferring equipment purchased with grant funds to another entity? Attach copies of relevant policies and documentation for any transfers during review period.				
Request an inventory list, physically locate selected items, and examine items to ensure compliance.				
1. Were all transactions conducted in a manner providing full and open competition, and quotations obtained from an adequate number of sources?				
2. Has all equipment indicated as purchased actually been purchased?				
3. Was equipment purchased in accordance with required procurement rules/policies?				
4. Were additions and deletions to the equipment budget made and approved prior to the purchase/procurement dates?				
5. Does a detailed expenditure list indicate any equipment purchased that is not accounted for in the subaward budget?				
6. Is equipment purchased with subaward funds in prior years still in inventory and still being used for subaward purposes?				
7. Has the inventory been updated, and did it account for all items transferred to other entities?				
8. For equipment that was transferred, aside from normal office equipment, was the transferee properly trained on the equipment, and is there a record of that training?				
9. For equipment transferred to other entities; have they added it to their inventory records and is it maintained/used for intended purposes?				
General Comments				

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Financial Management	<input type="checkbox"/> N/A	Yes	No	N/A
What is the Accounting System for each grant program?				
1. Is there a separate accounting for all financial transactions for the subaward?				
2. Is a process in place to prevent co-mingling of funds?				
3. Does the accounting system prevent obligation or expenditure of funds outside the subaward's period of availability?				
4. Are accounting records supported by source documentation?				
5. Were any illegal transfers or unusual activities noted during a review of the subrecipient's fund activity reports?				
6. Does the system provide for prompt and timely recording and reporting of all financial transactions?				
7. Is proper Fiscal record retention being followed (through Dec. 31, 2031)?				
What is the process for approval and payment of expenditures and posting to the General Ledger?				
8. Are subaward costs identified as eligible prior to encumbering funds and placing an order?				
9. Were the applicable State/Federal suspension and debarment listings consulted prior to doing business with a vendor and/or contractor?				
10. Are all invoices reviewed by the project director for eligibility and marked 'okay to pay' prior to being submitted to the fiscal office or accounting staff for payment?				
11. Are disbursements fully support by invoices, requisitions, purchase orders, or similar documents?				
12. Are cancelled checks or warrants available for review?				
13. Were all subaward funds that were received disabused within the allowable timeframe?				
What is the reconciliation process, and how are errors or adjustments handled?				
14. Does the subrecipient perform routine reconciliations of its records against the General Ledger? By whom and how often?				
15. Does the subrecipient have sufficient internal controls related to reconciliations?				
16. Were actions taken to promptly correct any errors and/or resolve issues?				
General Comments				

Other Direct Costs	<input type="checkbox"/> N/A	Yes	No	N/A
How are rent, utilities, and other items allocated for the program?				
1. Are rent payments documented by a copy of the lease agreement, and canceled checks or receipts?				
2. Are receipts, bills, and invoices properly maintained?				
3. Is the actual rate and method being charged to the grant consistent with the rate and method approved in the budget?				
4. Are costs shared with other programs or funding sources? If yes, how are costs allocated?				
General Comments				

Personnel/Direct Labor	<input type="checkbox"/> N/A	Yes	No	N/A
Describe the payroll process and who is paid by the subaward.				
1. Are personnel files maintained for each employee that include current job descriptions, performance and evaluations, and changes in pay rates?				
2. Are time sheets, activity reports, or payroll files available for review? These documents should clearly show the effort toward the subaward charged.				
3. Are individual employee time sheets and attendance records:				
• Prepared and signed by each employee for each pay period?				
• Reviewed and signed by each employee's supervisor?				
• Reconciled to the payroll master ledger?				
4. Are all authorized staff positions filled for the approved budget?				
5. Are staff salaries consistent with the approved budget?				
6. Are fringe benefits the same as what is listed in the approved budget?				
General Comments				

Reporting Requirements	<input type="checkbox"/> N/A	Yes	No	N/A
Subrecipients are required to report on progress toward implementing plans described in their application/proposal.				
1. Progress reports must be submitted based on approved work plan. Have all of the reports been submitted for this reporting period?				
2. Are there any outstanding data elements that must be tracked and reported by the subrecipient? If so, detail the plan for the subrecipient to comply with this requirement.				
Comments				

Supplies & Materials	<input type="checkbox"/> N/A	Yes	No	N/A
Explain the process of allocating supply costs to the subaward.				
1. Are purchases of supplies approved and well documented by quotes, invoices, or receipts?				
2. Are expenditures for supplies consistent with the approved budget?				
3. Is there a substantial supply inventory remaining at the project termination date?				
4. Were all transactions conducted in a manner providing full and open competition, and quotations obtained from an adequate number of sources?				
General Comments				

Travel/Vehicle Mileage	<input type="checkbox"/> N/A	Yes	No	N/A
Request a copy of the subrecipient's travel policy or have them describe the procedure for approving and documenting travel expenses.				
1. Is employee travel approved in advance by a supervisor or project manager?				
2. Are travel expenditures documented with expenses reports and/or detailed receipts (i.e., receipts do not merely show total but detail of what was purchased)?				

3. Are travel expenditures appropriately supported within subaward guidelines and in the approved budget?			
4. Are mileage reimbursements supported by a mileage log or similar documentation?			
General Comments			

Single Audit Review	<input type="checkbox"/> N/A	Yes	No	N/A
Obtain a copy of the subrecipient's most recent audit from FAC. Attach it to this review form.				
1. Was the Major Programs' Compliance Opinion in the Summary of Auditor's Results in the Schedule of Findings qualified?				
2. Were there any findings and/or questioned costs for federal awards in the Schedule of Findings? Were any other operational issues such as the handling of assets, lack of policies and procedures, contract non-compliance, etc., which would impact Federal dollars received?				
3. Were past audit findings and/or questioned costs for federal awards satisfactorily resolved?				
4. Was any control issue identified which would impact the processing of Federal grant dollars (i.e., control weaknesses)?				
General Comments <i>(If yes response to questions 1, 2, and/or 4, then comment on the issues noted from the audit and how this was addressed during the onsite review).</i>				

RECOMMENDED CHANGES AND/OR NEW MONITORING INTERVENTIONS

Please document any recommendations for financial, programmatic, or other changes. Indicate if further monitoring interventions are warranted.

APPENDIX 4: Subaward Agreement Template

American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recover Funds Subaward Agreement
Between
Monroe County Government
and

[NAME OF SUBRECIPIENT]

Article I. Overview.

Section 1.1. Parties. The parties to this agreement are Monroe County Government, a body politic and political subdivision of the State of Indiana “Monroe County” and [FULL LEGAL NAME OF SUBRECIPIENT], an Indiana [SUBRECIPIENT ENTITY TYPE] (EG., NON-PROFIT CORPORATION, FOR-PROFIT CORPORATION, GOVERNMENT ENTITY, ETC.)) (“Subrecipient”).

Section 1.2. Definitions. The definitions in 2 CFR 200.1 are hereby incorporated into this Agreement.

Section 1.3. Roles. For the purposes of this Agreement, Monroe County Government serves as a pass-through entity.

Section 1.4. Source of Funding. This Agreement is funded by a portion of the \$28,830,982.00 allocated to Monroe County Government by the Coronavirus State Local Fiscal Recovery Fund created under section 603 of the American Rescue Plan Act of 2021 (ARP/CSLFRF).

Section 1.5. Purpose. The purpose of this Agreement is to establish the terms and conditions for a subaward allocated to the Subrecipient from Monroe County Government.

Section 1.6. Disclosures. Federal regulations, specifically 2 CFR 200.331(a)(1), Monroe County Government to provide the Subrecipient with specific information about this subaward. All required information is listed in Exhibit A (Subaward Data).

Section 1.7. Term. This Agreement shall govern the performance of the parties for the period [START DATE] (the “Effective Date”) through [END DATE] (“Expiration Date”), unless earlier terminated by either party in accordance with the terms of this Agreement (“Agreement Term”).

Article II. Scope of Funded Activities.

Section 2.1. Scope of Services. Subrecipient shall perform all activities described in the scope of activities, attached hereto as Exhibit B (Approved Activities).

Section 2.2. Budget. Subrecipient shall perform the Approved Activities in accordance with the program budget as approved by Monroe County Government and attached hereto as Exhibit C (Approved Budget).

Section 2.3. Prior Approval for Changes. Subrecipient may not transfer allocated funds among cost categories within a budgeted program account without the prior written approval of Monroe County Government; nor shall Subrecipient make any changes, directly or indirectly, to program design, Approved Activities, or Approved Budget without the prior written approval of Monroe County Government.

Article III. Compensation.

Section. 3.1. Payment of Funds. Monroe County Government agrees to reimburse Subrecipient for costs actually incurred and paid by Subrecipient in accordance with the Approved Budget and for the performance of the Approved Activities under this Agreement in an amount not to exceed \$[] (“Total Agreement Funds”). The amount of Total Agreement Funds, however, is subject to adjustment by Monroe County Government if a substantial change is made in the Approved Activities that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement. Program funds shall not be expended prior to the Effective

Date or following the earlier of the Expiration Date or the last day of the Agreement Term. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Activities and may not exceed the maximum limits set in the Approved Budget. Expenses charged against the Total Agreement Funds shall be incurred in accordance with this Agreement.

Section. 3.2. Invoices. On or before the twentieth (20th) day of each month and in any event no later than thirty (30) days after the earlier of the expiration or termination of this Agreement, Subrecipient shall submit invoices and associated receipts, in a format dictated by Monroe County Government, for the most recent month ended, to Monroe County Government's Auditor's Office via email, setting forth actual expenditures of Subrecipient in accordance with this Agreement. Within ten (10) working days from the date it receives such invoice, Monroe County Auditor may disapprove the requested reimbursement claims. If the reimbursement claim is so disapproved, Monroe County Auditor shall notify Subrecipient as to the disapproval. A decision by Monroe County Auditor to disapprove a reimbursement claim is appealable to the Monroe County Board of Commissioners, but must be appealed, in writing with a explanation and justification of the expenses, within ten (10) working days of the Auditor's notice. A Commissioner shall review the information provided and provide a final determination to the Auditor and Subrecipient. There is additional appeal process for subrecipient. If Monroe County Government approves payment, then Monroe County Government will disburse the funds without further notice.

Section. 3.3. Monroe County Government's Subaward Obligations Contingent on Federal Funding and Subrecipient Compliance. The payment of funds to Subrecipient under the terms of this Agreement shall be contingent on the receipt of such funds by Monroe County Government from the ARP/CSLFRF and shall be subject to Subrecipient's continued eligibility to receive funds under the applicable provisions of state and federal laws. If the amount of funds that Monroe County Government receives from the ARP/CSLFRF is reduced, Monroe County Government may reduce the amount of funds awarded under this Agreement or terminate this Agreement. Monroe County Government also may deny payment for Subrecipient's expenditures for Approved Activities where invoices or other reports are not submitted by the deadlines specified in this Agreement or for failure of Subrecipient to comply with the terms and conditions of this Agreement.

Article IV. Financial Accountability and Grant Administration.

Section. 4.1. Financial Management. Subrecipient shall maintain a financial management system and financial records related to all transactions with funds received pursuant to this Agreement and with any program income earned as a result of funds received pursuant to this Agreement. Subrecipient must administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, as required by the ARP/CSLFRF Assistance Listing (21.027). Subrecipient shall adopt such additional financial management procedures as may from time-to-time be prescribed by Monroe County Government if required by applicable federal or state laws or regulations, or guidelines from US Department of Treasury. Subrecipient shall maintain detailed, itemized documentation and other necessary records of all income received and expenses incurred pursuant to this Agreement.

Section. 4.2. Limitations on Expenditures. Monroe County Government shall only reimburse Subrecipient for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the scope of Approved Activities described in Exhibit B; (ii) documented by contracts or other evidence of liability consistent with the established Monroe County Government and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement. Monroe County Government may not reimburse or otherwise compensate Subrecipient for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Agreement.

Section. 4.3. Indirect Cost Rate. The indirect cost rate, if any, indicated in Exhibit C (Approved Budget) shall apply to this Agreement.

Section. 4.4. Financial and Other Reports. Subrecipient shall submit to Monroe County Government such reports and back-up data as may be required by the Federal Government or Monroe County Government, including such

reports which enable Monroe County Government to submit its own reports to the US Department of Treasury, in accordance with the following schedule, which may be amended from time to time:

<u>REPORT</u>	<u>DEADLINE</u>
[INSERT APPLICABLE REPORT REQUIREMENTS HERE]	[INSERT APPLICABLE DEADLINES]

[DRAFTER NOTE: REVIEW TREASURY PROJECT & EXPENDITURE REPORT AND RECOVERY PLAN DEADLINES AS A GUIDELINE FOR DEVELOPING TIMELINE. SEE TREASURY COMPLIANCE AND REPORTING GUIDANCE.]

This provision shall survive the expiration or termination of this Agreement with respect to any reports which the Subrecipient is required to submit to Monroe County Government following the expiration or termination of this Agreement.

Section. 4.5. Improper Payments. Any item of expenditure by Subrecipient under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the Monroe County Government, the US Department of Treasury, the Indiana Department of State Treasurer, or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient's liability, and shall be paid solely by Subrecipient, immediately upon notification of such, from funds other than those provided by Monroe County Government under this Agreement or any other agreements between Monroe County Government and Subrecipient. This provision shall survive the expiration or termination of this Agreement.

Section. 4.6. Audits and Access to Records. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521, and continued compliance with these provisions during the term of this section. If Subrecipient is not required to have a Single Audit as defined by 200.501, US Department of Treasury requirements, or the Single Audit Act, then Subrecipient shall have a financial audit performed yearly by an independent Certified Public Accountant. Subrecipient shall provide notice of the completion of any required audits and will provide access to such audits and other financial information related to the Agreement upon request. Subrecipient certifies that it will provide Monroe County Government with notice of any adverse findings which impact this Agreement. This obligation extends for one year beyond the expiration or termination of this Agreement. [DRAFTER NOTE: BASED ON THE RISK ASSESSMENT OF THE SUBRECIPIENT, THE LOCAL GOVERNMENT MAY IMPOSE A MORE LIMITED PROCEDURES ENGAGEMENT REQUIREMENT ON A SUBRECIPIENT THAT IS NOT SUBJECT TO A SINGLE AUDIT. IF SO, THAT REQUIREMENT SHOULD BE SPELLED OUT HERE. THE LOCAL GOVERNMENT WILL ARRANGE FOR THE PROCEDURES ENGAGEMENT WITH THE AUDITOR AND PAY FOR IT. ARP/CSLFRF FUNDS MAY BE USED TO COVER THESE COSTS IF THE PROCEDURES ENGAGEMENT IS LIMITED TO ALLOWABLE COSTS UNDER THE UNIFORM GUIDANCE.]

Section. 4.7. Closeout. Final payment request(s) under this Agreement must be received by Monroe County Government no later than thirty (30) days after the earlier of the Expiration Date or the last day of the Agreement Term. Monroe County Government will not accept a payment request submitted after this date without prior authorization from Monroe County Government. In consideration of the execution of this Agreement by Monroe County Government, Subrecipient agrees that acceptance of final payment from Monroe County Government will constitute an agreement by Subrecipient to release and forever discharge Monroe County Government, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. The Subrecipient's obligations to Monroe County Government under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of Monroe County Government. Such requirements shall include submitting final reports to Monroe County Government and providing any closeout-related information requested

by Monroe County Government by the deadlines specified by Monroe County Government. This provision shall survive the expiration or termination of this Agreement.

Article V. Compliance with Grant Agreement and Applicable Laws.

Section. 5.1. General Compliance. Subrecipient shall perform all Approved Activities funded by this Agreement in accordance with this Agreement, the award agreement between Monroe County Government and the US Department of Treasury, and all applicable federal, state and local requirements, including all applicable statutes, rules, regulations, executive orders, directives or other requirements. Such requirements may be different from Subrecipient's current policies and practices. Monroe County Government may assist Subrecipient in complying with all applicable requirements. However, Subrecipient remains responsible for ensuring its compliance with all applicable requirements.

Section. 5.2. Expenditure Authority. This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARP/CSLFRF grant, including, but not limited to, the following:

Authorizing Statute. Section 603 of the *Social Security Act* (42 U.S.C. 803), as added by section 9901(a) of the *American Rescue Plan Act of 2021* (Pub. L. No. 117-2).

Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the *Coronavirus State and Local Fiscal Recovery Funds* interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).

Guidance Documents. Applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

This Agreement is also subject to all applicable laws of the State of Indiana.

Section. 5.3. Federal Grant Administration Requirements. Subrecipient shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 CFR Part 200 (UG), as adopted by the Department of Treasury at 2 CFR Part 1000 and as set forth in the [Assistance Listing for ARP/CSLFRF \(21.027\)](#). These requirements dictate how Subrecipient must administer the subaward and how Monroe County Government must oversee Subrecipient.

The applicable UG provisions are as follows:

[Subpart A, Acronyms and Definitions](#)

[Subpart B, General provisions](#)

[Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards](#) (except 2 CFR 200.204, .205, .210, and .213)

[Subpart D, Post Federal; Award Requirements](#) (except 2 CFR 200.305(b)(8) & (9), .308, .309, and .320(c)(4))

[Subpart E, Cost Principles](#)

[Subpart F, Audit Requirements](#)

[2 CFR Part 25](#) (Universal Identifier & System for Award Management)

[2 CFR Part 170](#) (Reporting Subaward and Executive Compensation Information)

[2 CFR Part 180](#) (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement))

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

Subrecipient shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. Monroe County Government may provide sample policies or other assistance to Subrecipient in meeting these compliance requirements. Regardless of Monroe County Government's assistance, it is the Subrecipient's responsibility to properly comply with all UG requirements. Failure to do so may result in termination of the Agreement by Monroe County Government.

Section. 5.4. Procurement Requirements.

- (a) **Federal.** Consistent with UG compliance requirements, including the standards in 2 CFR 200.318 for the acquisition of property, equipment, supplies, or services required under this Agreement, Subrecipient shall adopt and enact procurement procedures. Subrecipient's documented procurement procedures must conform to the procurement standards identified in Subpart D of 2 CFR Part 200 (Procurement Standards). Such standards include, but are not limited to, the following:
1. All procurement transactions for property or services shall be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320(1)-(3) and (5), which allows for non-competitive procurements only if either (1) the item is below the micro-purchase threshold; (2) the item is only available from a single source; (3) the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or (4) after solicitation of a number of sources, competition is determined inadequate.
 2. Subrecipient shall maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
 3. Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts in conformance with 2 CFR 200.318(c). Subrecipient shall immediately disclose in writing to Monroe County Government any potential conflict of interest affecting the awarded funds in accordance with 2 CFR 200.112.
 4. Pursuant to 2 CFR 200.321, Subrecipient shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 5. Subrecipient shall "maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price." 2 CFR 200.318(i).
- (b) **Local.** In addition to the requirements described in subsection (a), the Subrecipient shall comply with the following:
1. **Reporting.** Subrecipient shall document, in its quarterly report to Monroe County Government, the status of all contracts executed in connection with this Agreement.
 2. **Monroe County Government review of solicitations.** Except for micro-purchases made pursuant to 2 CFR 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 CFR 200.320(a)(2), if Subrecipient proposes to enter into any contract for the performance of any of the Approved Activities under this Agreement, then the Subrecipient shall forward to Monroe County Government a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. Monroe County Government will review the solicitation and provide comments, if any, to Subrecipient within three (3) business days. Failure to respond within three (3) business days does not constitute approval by the Monroe County Government. Consistent with 2 CFR 200.324, Monroe County Government will review the solicitation for compliance with applicable procurement standards. Monroe County Government's review and comments shall not constitute a binding approval of the solicitation. Regardless of Monroe County Government's review, Subrecipient

remains bound by all applicable laws, regulations, and Agreement terms. If during its review Monroe County Government identifies any deficiencies, then Monroe County Government will communicate those deficiencies to Subrecipient as quickly as possible within the three (3) business day window outlined above.

3. **Monroe County Government review of contracts.** Except for micro-purchases pursuant to 2 CFR 200.320(a), if Subrecipient proposes to enter into any contracts for the performance of any of the Approved Activities under this Agreement, then Subrecipient shall forward to Monroe County Government a copy of the written contract prior to contract execution. Monroe County Government shall review the unexecuted contract for compliance with applicable requirements and provide comments, if any, to Subrecipient within three (3) business days. Failure to respond within three (3) business days does not constitute approval by Monroe County Government. Consistent with 2 C.F.R. §200.324, Monroe County Government will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Monroe County Government's review and comments shall not constitute an approval of the contract. Regardless of Monroe County Government's review, Subrecipient remains bound by all applicable laws, regulations, and Agreement terms. If during its review Monroe County Government identifies any deficiencies, then Monroe County Government will communicate those deficiencies to Subrecipient as soon as possible within the three (3) business day window outlined above. Subrecipient must correct the noted deficiencies before executing the contract.
4. **Completion of required documentation.** Subrecipient must complete all required documentation as requested by Monroe County.

- (c) **Mandatory Contract Provisions.** Subrecipient must include contract provisions required by UG and other state and federal laws and regulations, and as otherwise dictated by Monroe County Government.

Section 5.5. Subawards. In executing this Agreement, Subrecipient may not enter a subaward without prior written approval from Monroe County Government.

Section 5.6. Property Management. All real property acquired or improved, and equipment or supplies purchased in whole or in part with ARP/CSLFRF funds, must be used, insured, managed, and disposed of in accordance with 2 CFR 200.311 through 2 CFR 200.316. All real property must include a statement in the deed regarding this restriction.

Section 5.7 Program Income. If Subrecipient earns program income, as defined in 2 CFR 200.1 during the term of the subaward, it must segregate the gross proceeds of the program income and follow the provisions in 2 CFR 200.307. **[DRAFTER NOTE: IF THE SUBAWARD ACTIVITY WILL INVOLVE THE GENERATION OF PROGRAM INCOME, YOU'LL NEED TO FLESH THIS SECTION OUT. SEE THIS [POST AND SAMPLE PROGRAM INCOME POLICY FOR MORE DETAILS](#)]**

Section. 5.8. Federal Restrictions on Lobbying. Subrecipient shall comply with the restrictions on lobbying in 31 CFR Part 21. Pursuant to this regulation, Subrecipient may not use any federal funds to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. Subrecipient shall certify in writing that Subrecipient has not made, and will not make, any payment prohibited by these requirements using the form provided in Exhibit D (Lobbying Certifications).

Section. 5.9. Universal Identifier and System for Award Management (SAM). Subrecipient shall obtain, and provide to Monroe County Government, a unique entity identifier assigned by the System for Award Management (SAM), which is accessible at www.sam.gov.

Section. 5.10. Equal Opportunity & Other Requirements. Subrecipient shall adopt and enact a nondiscrimination policy consistent with the requirements in this section.

Civil Rights Laws. Subrecipient shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

Fair Housing Laws. Subrecipient shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

Disability Protections. Subrecipient shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

Age Discrimination. Subrecipient shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Americans with Disabilities Act. Subrecipient shall comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Section. 5.11. Suspension and Debarment. Subrecipient shall comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19. Subrecipient represents that neither it, nor any of its principals has been debarred, suspended, or otherwise determined ineligible to participate in federal assistance awards or contracts. Subrecipient further agrees that it will notify Monroe County Government immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

Section. 5.12. Federal Funding Accountability and Transparency Act of 2006. Subrecipient shall provide Monroe County Government with all information requested by Monroe County Government to enable Monroe County Government to comply with the reporting requirements of the *Federal Funding Accountability and Transparency Act of 2006* (31 U.S.C. 6101 note).

Section. 5.13. Licenses, Certifications, Permits, Accreditation. Subrecipient shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to Monroe County Government proof of any licensure, certification, permit or accreditation upon request.

Section. 5.14. Publications. Any publications produced with funds from this Agreement shall display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP2135 awarded to Monroe County Government, Indiana by the U.S. Department of the Treasury."

Section 5.15. Program for Enhancement of Contractor Employee Protections. Subrecipient is hereby notified that they are required to: inform its employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform its employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

Section 5.16. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. Pursuant to 2 CFR 200.216, Subrecipient shall not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment

or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Section 5.17. Use of Name. Neither party to this Agreement shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Section 5.18. Highest Compensated Officers. The names and total compensation of the five most highly compensated officers of Subrecipient shall be listed if the Subrecipient in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Code of 1986. If this requirement applies to Subrecipient, Subrecipient will submit the list of its five most highly compensated officers to Monroe County Government within thirty (30) days of the execution of this Agreement and yearly thereafter during the Agreement term.

Section 5.19. Statement of Assurances. Subrecipient certifies compliance with SF 424B (Statement of Assurances – Non-Construction) and SF424D (Statement of Assurances – Construction).

Section 5.20. Drug-free Workplace Requirements. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees 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 violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

The dangers of drug abuse in the workplace;

The grantee's policy of maintaining a drug-free workplace;

Any available drug counseling, rehabilitation, and employee assistance programs; and

The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will Abide by the terms of the statement; and

Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted

employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --

Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

Requiring such employee to participate satisfactorily 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;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Section 5.21. Stevens Amendments Requirements. Subrecipient shall identify that federal assistance funds were used to fund Approved Activities under this Agreement in any publicity and /or signage relating to the funded project or program.

Section 5.22. Compliance with Law. Subrecipient shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Subrecipient shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Subrecipient's noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Subrecipient will comply with IC 22-5-1.7-3. Specifically including the following:

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

Article VI. Cooperation in Monitoring and Evaluation.

Section. 6.1. Monroe County Government Responsibilities. Monroe County Government shall monitor, evaluate, and provide guidance and direction to Subrecipient in the conduct of Approved Activities performed under this Agreement. Monroe County Government must determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. Monroe County Government may require Subrecipient to take corrective action if deficiencies are found.

The type and degree of monitoring activities depends on the results of the Subrecipient Risk Assessment, as detailed in Monroe County Government's Subaward and Monitoring Policy for the expenditure of ARP/CSLFRF funds, see Exhibit E (Subaward Policy). The following specific monitoring activities apply to this Agreement:

[DRAFTER NOTE: LIST APPROPRIATE MINIMUM MONITORING ACTIVITIES HERE – REFERENCE LISTS IN SUBAWARD POLICY. IF MEDIUM OR HIGH RISK MONITORING APPLIES, ADD THE FOLLOWING DETAILED INFORMATION:

The nature of the additional requirements;

(2) The reason why the additional requirements are being imposed;

(3) The nature of the action needed to remove the additional requirement, if applicable;

(4) The time allowed for completing the actions if applicable; and

(5) The method for requesting reconsideration of the additional requirements imposed.]

Section. 6.2. Subrecipient Responsibilities.

- (a) **Cooperation with Monroe County Government Oversight.** Subrecipient shall permit Monroe County Government to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable grant award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.
- (b) **Cooperation with Audits.** Subrecipient shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of Monroe County Government, the Indiana State Auditor, the US Department of Treasury, and the US Government Accountability Office. Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

Section 6.3. Interventions. If Monroe County Government determines that Subrecipient is not in compliance with this Agreement, Monroe County Government may initiate an intervention, in accordance with 2 CFR 200.208 and 2 CFR 200.339. The degree of Subrecipient's performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in Subrecipient's performance or compliance deficiency.

If Monroe County Government determines that an intervention is warranted, it shall provide written notice to Subrecipient of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review or as soon as possible after the Monroe County Government otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify Subrecipient of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

Monroe County Government may impose the following interventions on Subrecipient, based on the level of the compliance or performance deficiency that Monroe County Government determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues.

- (1) Subrecipient addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period
- (2) More frequent or more thorough reporting by the Subrecipient
- (3) More frequent monitoring by the [County/City/Town/Village]
- (4) Required Subrecipient technical assistance or training

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues.

- (1) Restrictions on funding payment requests by Subrecipient
- (2) Disallowing payments to Subrecipient
- (3) Requiring repayment for disallowed cost items
- (4) Imposing probationary status on Subrecipient

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues.

- (1) Temporary or indefinite funding suspension to Subrecipient
- (2) Nonrenewal of funding to Subrecipient in subsequent year
- (3) Terminate funding to Subrecipient in the current year
- (4) Initiate legal action against Subrecipient

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of Monroe County Government.

Section 6.4. Records Retention and Access. Subrecipient shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement. Subrecipient shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by the authorized representatives of Monroe County Government, the Indiana State Auditor, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office.

Section 6.5. Key Personnel. Subrecipient shall identify all personnel who will be involved in performing Approved Activities and otherwise administering the Agreement, including at least one project manager and one fiscal officer (Key Personnel). Subrecipient shall notify Monroe County Government of any changes to these personnel within thirty (30) days of the change.

Article VII. Default and Termination.

Section. 7.1. Termination for Cause. Monroe County Government may terminate this Agreement for cause after three days written notice. Cause may include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, or failure to comply with any of the requirements of this Agreement.

Sec. 7.2. Termination Without Cause. Monroe County Government may terminate this Agreement for any reason, in its sole discretion, by providing Subrecipient with thirty (30) days prior written notice.

Sec. 7.3. Termination by Mutual Agreement. Monroe County Government and Subrecipient may agree to terminate this Agreement for their mutual convenience through a written amendment to this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

Sec. 7.4. Termination Procedures. If this Agreement is terminated, Subrecipient may not incur new obligations for the terminated portion of the Agreement after Subrecipient has received the notification of termination. Subrecipient must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. Subrecipient shall not be relieved of liability to Monroe County Government because of any breach of Agreement by Subrecipient. Monroe County Government may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due Monroe County Government from Subrecipient is determined.

Article VIII. General Conditions.

Section. 8.1. Indemnification. To the extent permitted by law, Subrecipient agrees to indemnify and hold harmless Monroe County Government, and any of its officers, agents and employees, and the Federal Government from any claims of third parties arising out of any act or omission of Subrecipient in connection with the performance of this Agreement.

Section. 8.2. Insurance. Subrecipient must maintain insurance policies with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
General Liability	1 million per Occurrence/2 Million Aggregate
Workman's Compensation	compliance with State Law
Automobile	1 million per Occurrence/2 Million Aggregate

Monroe County Government may require higher limits if warranted by the nature of this Agreement and the type of activities to be provided. The insurer must provide Monroe County Government with a Certificate of Insurance reflecting the coverages required in this Section. All Certificates of Insurance shall reflect thirty (30) days written notice by the insurer in the event of cancellation, reduction, or other modification of coverage. In addition to this notice requirement, Subrecipient must provide Monroe County Government prompt written notice of cancellation, reduction, or material modification of coverage of insurance. If Subrecipient fails to provide such notice, the Subrecipient assumes sole responsibility for all losses incurred by Monroe County Government for which insurance would have provided coverage. The insurance policies must remain in effect during the term of this Agreement.

Subrecipient shall name Monroe County Government as an additional insured except as to workers compensation insurance and it is required that coverage be placed with an "A" rated insurance company acceptable to Monroe County Government. If Subrecipient fails at any time to maintain and keep in force the required insurance, Monroe County Government may cancel and terminate the Agreement without notice.

Section. 8.3. Venue and Jurisdiction. Monroe County Government and Subrecipient agree that they executed and performed this Agreement in Monroe County, Indiana. This Agreement will be governed by and construed in accordance with the laws of Indiana. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the Indiana General Court of Justice in Monroe County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

Section. 8.4. Nonwaiver. No action or failure to act by Monroe County Government constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

Section. 8.5. Limitation of Monroe County Government Authority. Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair Monroe County Government from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

Section. 8.6. Severability. If any provision of this Agreement is determined to be unenforceable in a judicial proceeding, the remainder of this Agreement will remain in full force and effect to the extent permitted by law.

Section. 8.7. Assignment. Subrecipient may not assign or delegate any of its rights or duties that arise out of this Agreement without Monroe County Government's prior written consent. Unless Monroe County Government otherwise agrees in writing, Subrecipient and all assigns are subject to all Monroe County Government's defenses and are liable for all Subrecipient's duties that arise from this Agreement and all Monroe County Government's claims that arise from this Agreement.

Section. 8.8. Integration. This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

Section. 8.9. Notices. All notices and other communications required or permitted by this Agreement must be in writing and must be given either by personal delivery, approved carrier, email, or mail, addressed as follows:

- (a) If to Monroe County Government:
Monroe County Auditor's Office
Attn. Financial Team
100 W. Kirkwood Ave., Rm. 209
Bloomington, IN 47404
Cwoodruff@co.monroe.in.us

- (b) If to the Subrecipient:
[ADDRESS HERE]

[EMAIL HERE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly constituted legal representatives and is effective as of the Effective Date.

[DRAFTER NOTE: INCLUDE SIGNATURE LINES AND ATTESTATIONS HERE]

Exhibit A: Subaward Data

Subrecipient Name	[Insert Subrecipient name, which must match the name associated with its unique entity identifier]
Subrecipient Unique Entity Identifier:	[Insert Subrecipient Unique Entity Identifier]
Federal Award Identification Number (FAIN):	SLFRP2135
Federal Award Date of Award to the Recipient by the Federal Agency:	[Insert date]
Subaward Period of Performance Start Date:	[Insert date]
Subaward Period of Performance End Date:	[Insert date]
Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	[Insert Total Agreement Funds]
Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	[If additional federal awards have been awarded to the Subrecipient, insert total amount, including the Total Agreement Funds specified above]
Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	[Insert amount]
Federal Award Project Description:	[Insert description]
Name of Federal Awarding Agency:	Department of Treasury
Name of Pass-Through Entity:	Monroe County Government, Indiana
Contact Information for [LOCAL GOVERNMENT NAME] Authorizing Official:	[Insert contact information]
Contact Information for City Project Manager:	[Insert contact information]
CFDA Number and Name:	21.027- Coronavirus State and Local Fiscal Recovery Funds
Identification of Whether Subaward is R&D:	Not R&D
Subrecipient Indirect Costs:	See <u>Exhibit C</u> – Approved Budget

Exhibit B: Approved Activities

[DRAFTER NOTE: DESCRIBE IN DETAIL WHAT THE SUBRECIPIENT WILL DO WITH THE MONEY]

Exhibit C: Approved Budget

Consult Monroe County Government's Allowable Costs and Cost Principles Policy and the ARP/CSLFRF Final Rule for specific directives and limitations on cost items.

REVENUES			Total Revenue
Monroe County Government Coronavirus State and Local Fiscal Recovery Funds Awarded		\$	
Budget Cost Categories		OMB Uniform Guidance Federal Awards Reference 2 CFR 200	Total Expenditures
1.	Personnel (Salary and Wages)	\$	
2.	Fringe Benefits	\$	
3.	Travel	\$	
4.	Equipment	\$	
5.	Supplies	\$	
6.	Contractual Services and Subawards	\$	
7.	Consultant (Professional Service)	\$	
8.	Construction	\$	
9.	Occupancy (Rent and Utilities)	\$	
10.	Research and Development (R&D)	\$	
11.	Telecommunications	\$	
12.	Training and Education	\$	
13.	Direct Administrative Costs	\$	
14.	Miscellaneous Costs	\$	
a.	Advertising and public relations costs		
b.	Materials and supplies costs, including costs of computing devices		
15.	Add additional cost items as needed		
16.	Total Direct Costs (add lines 1-15)	\$	
17.	Total Indirect Costs		
	Rate %:	\$	
	Base*:		
18.	Total Costs Federal Grant Funds (Lines 16 and 17)	\$	
MUST EQUAL REVENUE TOTALS ABOVE			

* The Base is modified direct total costs (MTDC) of the subaward project. Pursuant to 2 CFR 200.68, MTDC means all direct salaries and wages, applicable fringe benefits, materials and [supplies](#), services, travel, and up to the first \$25,000 of each [subaward](#) (regardless of the [period of performance](#) of the [subawards](#) under the award). [MTDC](#) excludes [equipment](#), [capital expenditures](#), charges for patient care, rental costs, tuition remission, scholarships and fellowships, [participant support costs](#) and the portion of each [subaward](#) in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the [cognizant agency for indirect costs](#).

Exhibit D: Lobbying Certification

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature of Subrecipient's Authorized Official

Name and Title of Subrecipient's Authorized Official

Date

Exhibit E: Subaward Policy

SUBAWARD AND MONITORING POLICY FOR EXPENDITURE OF AMERICAN RESCUE PLAN ACT OF 2021 CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

VIII. POLICY OVERVIEW

[Title 2 U.S. Code of Federal Regulations Part 200](#), (2 CFR 200) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance (UG), specifically Subpart D, defines requirements of pass-through entities initiating subaward agreements with Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF). Monroe County Government (hereinafter Monroe County) shall adhere to all applicable subaward and monitoring requirements governing the use of ARP/CSLFRF. This policy establishes procedures for classifying, making an award to, and monitoring a sub-recipient consistent with ARP/CSLFRF grant award terms and all applicable federal regulations in the UG.

Responsibility for following these guidelines lies with the Monroe County Auditor's Office, who are charged with the administration and financial oversight of the [ARP/CSLFRF].

IX. DEFINITIONS

The definitions in 2 CFR 200.1 apply to this policy, including the following:

Contract: for the purpose of Federal financial assistance, a legal instrument by which a recipient or subrecipient purchases property or services needed to carry out the project or program under a Federal award. For additional information on subrecipient and contractor determinations, see [§ 200.331](#). See also the definition of *subaward* in this section.

Contractor: an entity that receives a contract as defined in this section.

Pass-through Entity: a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program. [MONROE COUNTY IS THE PASS-THROUGH ENTITY IF IT AWARDS A SUBAWARD TO A SUBRECIPIENT.]

Recipient: an entity, usually but not limited to non-Federal entities that receives a Federal award directly from a Federal awarding agency. The term recipient does not include subrecipients or individuals that are beneficiaries of the award.

Subaward: an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient: an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

X. SUBRECIPIENT CLASSIFICATION

Monroe County Government must make a case-by-case determination whether an agreement with another government entity or private entity, that is not a beneficiary, casts the party receiving the funds in the role of a subrecipient or contractor. 2 CFR 200.331.

A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient. Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

- (1) Determines who is eligible to receive what Federal assistance;
- (2) Has its performance measured in relation to whether objectives of a Federal program were met;
- (3) Has responsibility for programmatic decision-making;
- (4) Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
- (5) In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor. Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the contractor:

- (1) Provides the goods and services within normal business operations;
- (2) Provides similar goods or services to many different purchasers;
- (3) Normally operates in a competitive environment;
- (4) Provides goods or services that are ancillary to the operation of the Federal program; and
- (5) Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract.

Monroe County will use the above criteria to determine if an agreement involving the expenditure of ARP/CSLFRF is a contract or subaward. The Monroe County Auditor's Office will document the determination in the Subrecipient or Contractor Classification Checklist in Appendix 1. ([Appendix 1: Subrecipient or Contractor Classification Checklist.](#))

If the agreement involves a contractor relationship (including a contract for services), Monroe County must follow its UG Procurement Policy when entering into a contract.

If the agreement involves a subrecipient relationship, Monroe County must proceed to Sections IV. through VII. below.

XI. ASSESSMENT OF RISK

Before engaging in a subaward, Monroe County must evaluate a subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward to determine whether to award the subaward and the appropriate subrecipient monitoring.

The Monroe County Auditor's Office will conduct the risk assessment, which will include consideration of the following factors:

- (1) The subrecipient's prior experience with the same or similar subawards;
- (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with 2 CFR 200 Subpart F and the extent to which the same or similar subaward has been audited as a major program;
- (3) Whether the subrecipient has new personnel or new or substantially changed systems; and
- (4) The extent and results of Federal awarding agency monitoring (*e.g.*, if the subrecipient also receives Federal awards directly from a Federal awarding agency). 2 CFR 200.332(b).

The results of the risk assessment must be documented in the Subrecipient Assessment of Risk form in Appendix 2 and will be used to dictate the types and degree of subrecipient monitoring. ([Appendix 2: Subrecipient Assessment of Risk](#)) Monroe County will assign an overall risk level to the subrecipient indicating the following:

Low Risk	Moderate Risk	High Risk
There is a low risk that the subrecipient will fail to meet project or programmatic objectives or incur significant deficiencies in financial, regulatory, reporting, or other compliance requirements.	There is moderate risk that the subrecipient will fail to meet project or programmatic objectives or incur significant deficiencies in financial, regulatory, reporting, or other compliance requirements.	There is high risk that the subrecipient will fail to meet project or programmatic objectives or incur significant deficiencies in financial, regulatory, reporting, or other compliance requirements.

If a proposed subrecipient is deemed high risk, Monroe County must provide written justification to proceed with the subaward. The justification must be approved by the Monroe County Board of Commissioners.

XII. SUBRECIPIENT MONITORING

Monroe County will develop and implement a subrecipient monitoring plan for the particular subaward based on the findings of the Subrecipient Assessment of Risk. According to 2 CFR 200.332(d), the monitoring plan must involve:

- (1) Reviewing financial and performance reports required by the pass-through entity.
- (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
- (3) Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by 2 CFR [200.521](#).
- (4) The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section 2 CFR [200.513\(a\)\(3\)\(vii\)](#). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

Monroe County's monitoring plan will vary based on the overall subrecipient risk assessment as low risk, medium risk, or high risk, detailed as follows:

Subrecipient Deemed Low Risk	Subrecipient Deemed Medium Risk	Subrecipient Deemed High Risk
<ul style="list-style-type: none"> • Payment validations (monthly) • Report reviews (quarterly) • Desk reviews (at least once per year and more frequently if requested by Monroe County or subrecipient) • Onsite reviews (upon request of Monroe County or subrecipient) • Audit review (yearly) 	<ul style="list-style-type: none"> • More detailed financial reporting • Payment validations (monthly) • Report reviews (bi-monthly) • Desk reviews (within 6 months of project start and every six months thereafter) • Onsite reviews (within 12 months of project start and annually thereafter, or more frequently as requested by Monroe County] or subrecipient) • Audit review (yearly) • Procedures engagement (if subrecipient not subject to Single Audit Act; yearly) 	<ul style="list-style-type: none"> • More detailed financial reporting • Compliance training (one-time) • Prior approvals for certain expenditures • Payment validations (monthly) • Report reviews (monthly) • Desk reviews (within 3 months of project start and at least quarterly thereafter) • Onsite reviews (within 6 months of project start and bi-annually thereafter, or more frequently as requested by Monroe County or subrecipient) • Audit review (yearly) • Procedures engagement (if subrecipient not subject to Single Audit Act; yearly)

Payment validation: All subrecipient documentation for project expenditures must be reviewed by the Monroe County for compliance with subaward requirements. Any non-compliant expenditures will be denied and the subrecipient will be provided a reasonable description of the reason for denial and an opportunity to cure the deficiency. For a subrecipient on a reimbursement-based payment structure, the validation will occur before a reimbursement payment is approved. For a subrecipient that received an up-front payment, any funds found to have been expended in violation of the subaward requirements must be repaid to Monroe County.

Report review: A subrecipient must submit quarterly financial and performance reports, based on the schedule set forth in the subaward. The nature and scope of the reports will depend on the project and be spelled out in the subaward. The reports will be reviewed by the Monroe County Auditor's Office. Any deficiencies or other performance concerns will be addressed with the subrecipient in a timely manner and could trigger additional monitoring requirements or other interventions, as specified in the subaward.

Desk review: Monroe County will conduct a meeting to review the subrecipient's award administration capacity and financial management. The meeting may be held virtually or in person. Topics covered will depend on project scope and subrecipient risk assessment and may include governance, budgeting, accounting, internal controls, conflict of interest, personnel, procurement, inventory, and record keeping. Monroe County will produce a report which summarizes the results and any corrective actions if deemed necessary. The report will be shared in a timely manner with the subrecipient.

Onsite review: Monroe County will conduct an on-site meeting at the subrecipient's location to review the subrecipient's project performance and compliance. Topics covered will depend on project scope and subrecipient risk assessment and may include project procurement, data systems, activity and performance tracking, project reporting, inventory, and software systems. Monroe County will produce a report which summarizes the results and any corrective actions deemed necessary. The report will be shared in a timely manner with the subrecipient.

Audit review: Monroe County must verify that every subrecipient is audited as required by [2 CFR 200 Subpart F](#) (Single Audit) when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR [200.501](#). Monroe County must obtain a copy of the subrecipient's Single Audit from the Federal Audit Clearinghouse (FAC). Within six months of the acceptance of the audit report by the FAC, Monroe County will issue a management decision for any audit findings related to the subaward. The decision will clearly state whether or not the audit finding is sustained, the reasons for the decision, and the expected auditee action to repay disallowed costs, make financial adjustments, or take other action. (The decision will include reference numbers the auditor assigned to each finding.) The decision will provide a timetable for responsive actions by the subrecipient. Prior to issuing the management decision, Monroe County may request additional information or documentation from the auditee, including a request for auditor assurance related to the documentation, as a way of mitigating disallowed costs.

Procedures engagement: Applicable only to subrecipients who are not subject to the Single Audit Act. An auditor will perform specific procedures and report on findings. The scope must be

limited to the following compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; and reporting. The review will be arranged and paid for by the subrecipient. Monroe County will verify completion of the procedures engagement. Within six months of the acceptance of the procedures engagement report, Monroe County will issue a management decision for any findings related to the subaward. The decision will provide a timetable for responsive actions by the subrecipient. Prior to issuing the management decision, Monroe County may request additional information or documentation from the subrecipient, including a request for auditor assurance related to the documentation, as a way of mitigating disallowed costs.

The specific monitoring plan for each subrecipient, including the type and frequency of reviews, will be detailed in the subaward agreement. For all requirements beyond those listed under the Low Risk category above, Monroe County will notify the subrecipient of the following in the subaward:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

To implement the monitoring plan, Monroe County Government must perform periodic reviews and document findings in the Subrecipient Monitoring Form ([Appendix 3: Subrecipient Monitoring Form](#)).

XIII. SUBRECIPIENT INTERVENTIONS

Monroe County may adjust specific subaward conditions as needed, in accordance with 2 CFR 200.208 and 2 CFR 200.339. If Monroe County determines that the subrecipient is not in compliance with the subaward, Monroe County may institute an intervention. The degree of the subrecipient's performance or compliance deficiency will determine the degree of intervention. All possible interventions must be indicated in the subaward agreement.

Monroe County must provide written notice to the subrecipient of any intervention within thirty days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review or as soon as possible after Monroe County otherwise learns of a subaward compliance or performance deficiency.

Pursuant to 2 CFR 200.208, the written notice must notify the subrecipient of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

The following interventions may be imposed on a subrecipient, based on the level of the compliance or performance deficiency:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues.

- (5) Subrecipient addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period
- (6) More frequent or more thorough reporting by the subrecipient
- (7) More frequent monitoring by Monroe County
- (8) Required subrecipient technical assistance or training

Level 2 Interventions. These interventions may be required, in addition to Level 1 interventions, for more serious compliance or performance issues.

- (1) Restrictions on funding payment requests by subrecipient
- (2) Disallowing payments to subrecipient
- (3) Requiring repayment for disallowed cost items
- (4) Imposing probationary status on subrecipient

Level 3 Interventions. These interventions may be required, in addition to Level 1 and 2 interventions, for significant and/or persistent compliance or performance issues.

- (5) Temporary or indefinite funding suspension to subrecipient
- (6) Nonrenewal of funding to subrecipient in subsequent year
- (7) Terminate funding to subrecipient in the current year
- (8) Initiate legal action against subrecipient

XIV. SUBAWARD AGREEMENT & EXECUTION

The subaward agreement will be drafted by the Monroe County Legal Department using the Subaward Agreement Template. Contract terms and conditions may vary based on several factors, including subrecipient risk assessment findings, as documented in the Subrecipient Assessment of Risk. After review by Monroe County, the Monroe County Board of County Commissioners may fully execute the subaward agreement, subject to any required budget amendments by Monroe County's governing board, preaudit requirements, and other contract execution prerequisites set by Monroe County.