



# MONROE COUNTY COUNCIL

Monroe County Courthouse, Room 306  
100 W Kirkwood Avenue  
Bloomington, Indiana 47404  
Office: 812-349-7312  
CouncilOffice@co.monroe.in.us

Kate Wiltz, President  
Trent Deckard, President Pro Tempore  
Jennifer Crossley  
Marty Hawk  
Peter Iversen  
Geoff McKim  
Cheryl Munson

## COUNCIL WORK SESSION AGENDA

**Tuesday, September 26, 2023 at 5:30 pm**

**Nat U. Hill Meeting Room and Zoom Connection**

<https://monroecounty-in.zoom.us/j/86799913652?pwd=N3UxWkpKR295RmZad1ViY1pldmQyUT09>

**Meeting ID: 867 9991 3652**

**Password: 131411**

- The public's video feed will be turned off by the Technical Services Department meeting administrator.
- The public will be able to listen and record.
- The public should raise their hand if they wish to speak during the public comment period.
- Below is the link for ZOOM Meeting Schedule of Monroe County Virtual Public Meetings for your convenience:

<https://www.co.monroe.in.us/egov/apps/document/center.egov?view=item;id=10017>

\*\*\*\*\*

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

### 1. CALL TO ORDER

---

### 2. ADOPTION OF AGENDA

---

### 3. PUBLIC COMMENT – items NOT on the agenda (limited to 3 minutes per speaker)

---

### 4. DEPARTMENT UPDATES

---

### 5. COUNCIL LIAISON UPDATES

---

### 6. LEGAL DEPARTMENT, Jeff Cockerill and Angie Purdie

#### A. Request Approval of Resolution 2023-24B: Part 2 Approval of Tax Abatement for Phoenix Closures

8

The County received a personal property tax abatement request from Phoenix Closures for an expansion of its current manufacturing capabilities. The Economic Development Commission met and unanimously recommended the approval of this tax abatement.

*The first reading of this Resolution took place at the August 22, 2023 Work Session.*

## B. PRESENTATION OF PRIOR BOND PROJECTS

### C. 2023 GENERAL OBLIGATION BOND

21

- The County Commissioners are presenting a 2023 Bond Ordinance and Appropriation Ordinance for introduction only. The contemplated bond is a year bond with 3.1 million dollars in proceeds. The projects description reads as follows: The projects include but are not limited to **1.** Various building and office space improvements including furniture, carpeting, tile, office space/ system renovations, new office systems, restroom improvements, computer improvements and audio/ video equipment improvements; **2.** parking garage improvements, including security and gate systems; **3.** Karst trail extension; **4.** Four (4) dump trucks; **5.** bobcat UV; and **6.** Karst field turf; and all related improvements and the incidental expenses in connection with these projects.

**7. BOARD OF COMMISSIONERS, Angie Purdie and Richard Crider**

53

**A. Request Approval of an Additional Appropriation**

Special Purpose LIT, 1114-0068

41104	Vehicle Purchase	\$50,000.00
-------	------------------	-------------

On 5/6/21, an order was submitted on behalf of the Monroe County Commissioners and Youth Services Bureau in the amount of \$59,820.80 for a 12-14 passenger transit bus with lift to replace the 2003 model year bus still in use. In late 2022, the Department was notified that the order would not be fulfilled citing inventory and supply chain issues. The Department has found a comparable replacement which is \$124,600. The fund currently has \$75,000 appropriated. An additional \$50,000 would cover the purchase price, decals, plates and registration.

### B. Request Approval of an Additional Appropriation

69

Donations- Special Programs, 4112-0000

30013	Professional Services	\$300.00
-------	-----------------------	----------

The Substance Use Disorder Advisory Commission (SUDAC) is requesting an appropriation to provide DJ services for the Paint the Town Purple event. The event is to increase awareness, reduce the stigma associated with substance use disorders, and to allow parents, friends, siblings, and those fighting the disorder a place to find resources and support. The donation fund has a balance of \$27,500.52 as of September 22, 2023.



## 79

---

THE UNIVERSITY OF CHICAGO PRESS

50 EAST LEXINGTON AVENUE

NEW YORK, NY 10017-2453

1-800-638-2267

WWW.CHICAGO.PRESS.COM

82

## 82

---

13 JAIL / CORRECTIONAL CENTER, K. L. GILL

85

## 85

### B. Request Approval of Additional Appropriations

## 88

**TOTAL \$168,005.28**

4



**Meeting Recess at Approximately 7:30pm**

## 89

### A. Request Approval of a Category Transfer

## Reducing Revocations Challenge, 4913-0000

**FROM**

21060	Training Supplies	\$1,500.00
-------	-------------------	------------

22105	Supervision Incentives	\$15,000.00
-------	------------------------	-------------

**TO**

30006	Contractual	\$16,500.00
-------	-------------	-------------

The Department has been involved in the Reducing Revocations Challenge since 2019. The focus of the project aims to use the knowledge gained to advance policy and practice solution to reduce revocations and maximize community supervision success while practicing public safety. The County was chosen as one of five sites to continue with Phase 2. Phase 2 provides funding to aid in implementation of practices that will disrupt the pathways that lead to revocation and ultimately increase success on community supervision. The Department received \$170,000 of nearly \$300,000 in total funding to use toward the implementation of identified strategies. The request is for a category transfer to apply the remaining grants funds for additional training to support the objectives of the grant.

[illegible]

## 92

*New Account Line- 20210*

JDAI Programming Grant, 9145-0000

**FROM**

30006	Contractual	\$4,200.00
-------	-------------	------------

**TO**

20210	Program Supplies	\$1,500.00
-------	------------------	------------

22105	Supervision Incentives	\$2,700.00
-------	------------------------	------------

The Department received \$55,000 in grant funding to implement the Juvenile Detention Alternatives Initiative (JDAI) in Monroe County for the 2023-2024 grant year. The initiative is a bipartisan movement for juvenile justice reinvestment involving a reallocation of government resources away from mass incarceration and toward investment in youth, families, and communities. The Department continues to pursue JDAI's eight core strategies to accomplish this objective. The request is to create an account line and a category transfer of funds to support alternatives to securely detaining youth using 100% grant funding from the Indiana Department of



#### D. Request Approval of an Additional Appropriation

Long-term COVID, 8181-9624

32740 Immunization Expense \$175,252.27

The Department has been awarded \$175,252.27 in immunization funds for the grant cycle of 7/1/23- 6/30/24. The funds will ensure continuation of COVID-19 vaccinations, vaccine promotion and vaccine storage. The funds also help to support community outreach conducted by the Public Health Clinic and vaccine clinics. The Department does not expect the supplemental COVID grant funding to continue after the 2023-2024 grant cycle.

**15. JUSTICE FISCAL ADVISORY COMMITTEE (JFAC), Peter Iversen**  
**Presentation of JFAC Recommendations**

The Justice Fiscal Advisory Committee (JFAC) was created in June 2023 to serve in an advisory role to the Monroe County Council by obtaining key information from local stakeholders to help facilitate responsible, informed financial decisions, and identify budget priorities that best address the community's justice needs. Councilors Crossley, Iversen, and Wiltz voted to adopt a list of recommendations to share with the entire County Council.

## 16. 2024 BUDGET DISCUSSION ITEMS

### A. Cost of Living Adjustment (COLA) Fiscal Impact

[illegible]

**B. Discussion and Approval of Possible Salary Compensation Changes**

Council will have a discussion regarding a COLA increase for Elected Officials and their Chief Deputies. Council will also have a discussion regarding additional compensation amounts for COMOTs, SO- Attorneys, and Probation Officers.

**17. APPROVAL OF SUMMARY MINUTES AS PRESENTED**

- July 11th: Regular Session

156

- July 25th: Work Session

164

## 18. COUNCIL COMMENTS

## 19. ADJOURNMENT

# Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Economic Development

MEETING DATE REQUESTED (*Tentative*): August 22, 2023

Request Presenter(s):

Phone:

Was the Council Liaison notified prior to submitting this Agenda Request: Yes

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

☐ Creation of Account Line(s) and/or ☐ Additional Appropriation(s)

Fund Name:

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment *Effective Date of Amendment:*

☐ De-Appropriation of Account Lines

Fund Name:

☒ Other (*Specify*)

Resolution 2023-24b Approval of a tax abatement for Phoenix Closures

**Narrative:** Give a DETAILED SUMMARY explanation for the request (*purpose, action needed, etc.*).

The County has received a personal property tax abatement request from Phoenix Closures for an expansion of its current manufacturing capabilities. The EDC met and unanimously recommended approval of this tax abatement. The County Council preliminarily approved the tax abatement in August. This meeting has been noticed for the public hearing component of the process to declare an economic revitalization area, approval of the attached resolution will grant the abatement.

The physical location of the personal property is in the former Otis manufacturing site located on Curry Pike.

This project will increase the workforce of Phoenix Closures, Inc. by 21 FTE with a salary increase of \$1.1 million dollars.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: [councilrequests@co.monroe.in.us](mailto:councilrequests@co.monroe.in.us)

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.<sup>8</sup>

***Council recommends making ANY In-House and/or Category Transfers PRIOR to requesting additional appropriations.***

**Fund Name:** \_\_\_\_\_

© 2006 The Authors

© 2006 The Authors

<b>TOTAL REQUEST</b>	
----------------------	--

***Staff will notify Department when the accounts/additionals have been approved/updated.***

**RESOLUTION 2023-24B**

**PART 2: APPROVAL OF TAX ABATEMENT FOR PHOENIX CLOSURES, INC.**

**WHEREAS**, notice was published of the passage of Part 1 of this Resolution and objectors were requested to appear before the Council; and,

**WHEREAS**, the County Council has reviewed all such objections.

**NOW, THEREFORE**, the Monroe County Council affirms its decision made in **Part 1 of Resolution 2021-59A**. This affirmation is subject to an executed Memorandum of Understanding (MOU) between the Company and County. The County Council authorizes its President to execute a Memorandum of Understanding. This resolution shall be subject to the provisions of Indiana Code 6-1.1-12.1 et al.

Presented to the County Council of Monroe County, Indiana; read in full and adopted on the **26th** day of **September 2023**.

\* \* \* \* \*

**MONROE COUNTY COUNCIL**

**“YEAS”**

\_\_\_\_\_  
Kate Wiltz, President

\_\_\_\_\_  
Trent Deckard, President Pro Tempore

\_\_\_\_\_  
Marty Hawk, Member

\_\_\_\_\_  
Peter Iversen, Member

\_\_\_\_\_  
Geoff McKim, Member

\_\_\_\_\_  
Cheryl Munson, Member

\_\_\_\_\_  
Jennifer Crossley, Member

**“NAYS”**

\_\_\_\_\_  
Kate Wiltz, President

\_\_\_\_\_  
Trent Deckard, President Pro Tempore

\_\_\_\_\_  
Marty Hawk, Member

\_\_\_\_\_  
Peter Iversen, Member

\_\_\_\_\_  
Geoff McKim, Member

\_\_\_\_\_  
Cheryl Munson, Member

\_\_\_\_\_  
Jennifer Crossley, Member

ATTEST:

\_\_\_\_\_  
Catherine Smith, Auditor  
Monroe County, Indiana

# MONROE COUNTY ECONOMIC DEVELOPMENT COMMISSION

## Recommendation to Monroe County Council

On August 22, 2023, the Monroe County Economic Development Commission ("EDC") heard a petition by:

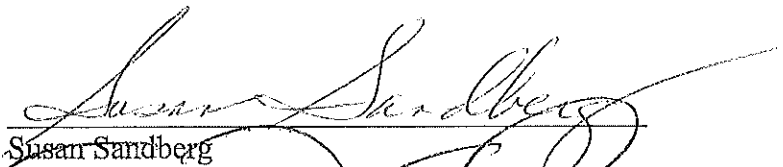
Phoenix Closures, Inc. ("Petitioner") regarding tax abatement projects located at the following address:

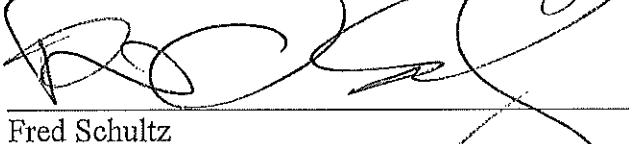
1425 S. Curry Pike, Bloomington, IN 47403  
For Personal Property.

After reviewing the Amended Statement of Benefits and Application submitted by the Petitioner, the EDC recommends that the Monroe County Council:

☒ Approve the tax abatement application as requested. (10 year)  
☐ Deny the tax abatement application.

## ECONOMIC DEVELOPMENT COMMISSION

  
Susan Sandberg

  
Fred Schultz

  
Virtual  
Greg Travis

# MONROE COUNTY ECONOMIC DEVELOPMENT COMMISSION

## APPLICATION FOR TAX ABATEMENT/ DESIGNATION AS AN ECONOMIC REVITALIZATION AREA

Please type all information in the spaces provided. Attach additional pages at the end.

**1. OWNERSHIP:** If a partnership, include all general partners; if a corporation, include all owners.

Owner Name: Phoenix Closures, Inc.  
Address: 975 Meridian Lake Dr, Aurora IL 60504  
Telephone: 630-420-4785  
Percent Ownership: 100%

Owner Name:  
Address:  
Telephone:  
Percent Ownership:

Owner Name:  
Address:  
Telephone:  
Percent Ownership:

**2. PROPERTY DESCRIPTION:** Please attach to this application a legal description of the real property.

Street Address: 1425 S. Curry Pike, Bloomington, IN 47403  
Dimensions: 452,473 sq ft  
Acreage: 23.11

**\* A MAP AND LEGAL DESCRIPTION OF THE PROPERTY MUST BE INCLUDED BEFORE  
APPLICATION CAN BE PROCESSED.**

**3. CURRENT PROPERTY STATUS**

Is the property located within Monroe County and not within the corporate limits of a city or town? (Yes or No)

Yes

What is the current zoning designation of the property?

Light Industrial

Describe any anticipated zoning changes required.

None



Describe the company's products/services and how the proposed expansion will benefit the company.

Manufacturer of rigid plastic packaging for the food, pharmaceutical, AgChem, and other markets. This expansion is necessary to meet the anticipated future growth of Phoenix Closures and the movement of production out of Illinois into Bloomington, IN.

Describe the current use(s) of the property, including the names and types of any businesses operating and the number of jobs they employ.

Cardinal Metal Finishing LLC

Remanufacturer of automotive engine and transmission cases for GM.

Employment unknown.

The plan includes leasing space to Saran. Their plan is to continue their operations in the leased space.

State the current use and age of all buildings and permanent structures on the property.

Light industrial work – manufacturing of rigid plastic packaging (i.e. caps).

50+ years

List the current assessed valuation of the land and any improvements already on it.

\$7,775,100

Improvements were made to accommodate the specific nature of the business. This included the buildout of twelve manufacturing bays, maintenance support space, office space, warehouse, and employee support space.

List the current assessed valuation of existing land, buildings and/or equipment that will be retained by the company.

Land - \$727,700

Structure - \$7,047,400

Equipment – Cost \$20,500,000 ; True Tax Value \$8,245,000

List any public improvements and costs that will be necessary (roads, utilities, etc.).

None

#### 4. PROPOSED IMPROVEMENTS

If the tax abatement will be for **real estate**, describe 1) proposed improvements, 2) projected costs (usually a contractor's quote), and 3) what the building will be used for and reason for the expansion.

NA

If the tax abatement will be for **equipment**, describe 1) equipment to be purchased, 2) the projected costs of that equipment (usually a vendor's quote), and 3) what the equipment does and why it is necessary.

Injection Molding Machines and install (Presses)	\$3,500,000
Lining Machines	\$3,100,000
Stackers	\$2,600,000
Conveying systems	\$ 550,000
Frames/Hot runners/manifolds	\$2,200,000
Palletizer system	\$ 950,000
Carton Sealer	\$ 190,000
Tote Automation	\$ 365,000
Portable chiller system	\$ 165,000
Zeiss CMM	\$ 196,000
Glue System	\$ 54,000
Mold Stack-ups	\$ 100,000
Install costs	\$ 450,000
	\$14,420,000

Project starting date:2023

Project completion date: 12/31/2024

#### 5. ECONOMIC IMPACT

On the lines below, list all new full-time, permanent positions to be hired as a result of the proposed project

Position Title (example: Warehouse, Operator, etc.)	Number to be Added	Starting Hourly Wage
Mold Technician	6	\$22.16
Material Technician (8 hour)	2	\$23.96
Material Technician (12 hour)	1	\$25.51
Maintenance	4	\$29.64
Tooling Maintenance (12 hour)	1	\$27.39
Tooling Maintenance (8 hour)	2	\$27.13
Quality Assistant	1	\$22.00

Production Lead

4

\$26.26

State the estimated percentage of current employees who live in Monroe County and describe how the company will advertise new job openings.

Approximately 45%. Advertise through Indeed, company website, also have a recruiter on retainer.

On the worksheet below, list and describe all fringe benefits to be offered new, full-time hires in the first year of employment. 'Hourly Value' and 'Cost Shared by Employee' are usually calculated by dividing the annual cost of the benefit per employee by 2,080 (the number of full-time working hours in a year). 'Participation Rate' refers to the percentage of employees who take advantage of some or all of the benefit.

**If different benefit packages will be offered to employees filling different positions, complete a separate worksheet for each benefit package.**

Please use the form provided - do not use attachments to report this information.

POSITION TITLE: Manufacturing Hourly

Name of Benefit	Hourly Value	Cost Shared By Employee	Participation Rate
Health/Dental/Vision	\$10.63	\$3.44	93%
Short Term Disability	\$0.07	\$	100%
401K Matching	\$0.82	\$	90%
Life Insurance	\$0.12	\$	100%
	\$	\$	%
	\$	\$	%
	\$	\$	%
	\$	\$	%

	Mold Tech	Mat Tech 8	Mat Tech 12	Maintenance	Tool maint 12
Total value of benefits for each new hire in this position	\$11.64	\$11.64	\$11.64	\$11.64	\$11.64
Base hourly wage for each new hire in this position (from page 4)	\$22.16	\$23.96	\$25.51	\$29.64	\$27.39
Total hourly wage for each new hire in this position	\$33.80	\$35.60	\$37.15	\$41.28	\$39.03

	Tool maint 8	QA	Prod lead
Total value of benefits for each new hire in this position	\$11.64	\$11.64	\$11.64
Base hourly wage for each new hire in this position (from page 4)	\$27.13	\$22.00	\$26.26
Total hourly wage for each new hire in this position	\$38.77	\$33.64	\$37.90

State any additional comments about fringe benefits below:

Tuition reimbursement program.

Describe any other beneficial or detrimental economic effects that the project would likely have on Monroe County.

Creation of full-time employment for Monroe County area.

**6. Complete side one of the Form SB-1 Statement of Benefits.**

**\* A COMPLETE FORM SB-1, BEARING AN ORIGINAL SIGNATURE, MUST BE INCLUDED BEFORE APPLICATION CAN BE PROCESSED**

**7. CONTACT PERSON:** This individual is responsible for preparing and submitting annual filings and for providing information needed to conduct annual compliance reporting.

Name: Stacie Gannon  
Title: CFO  
Address: 975 Meridian Lake Dr  
City, State, Zip: Aurora, IL 60504  
Telephone Number: 630-420-4785  
Fax Number:  
Email Address: SGannon@phxpkg.com

## 8. CERTIFICATION AND SIGNATURE

I hereby certify that the representations made in this application are true, and that if the above improvements are not commenced (defined as obtaining a permit and actually starting 'construction') within twelve (12) months of the date of the designation of the above area as an Economic Revitalization Area, the Monroe County Council shall have the right to void such designation of the area and terminate the applicant's property tax abatement.

Dated this 25th day of July, 2023\_\_.

Officer: Stacie Gannon

Owner: \_\_\_\_\_

Owner: \_\_\_\_\_



# STATEMENT OF BENEFITS PERSONAL PROPERTY

State Form 51764 (R4 / 11-15)

Prescribed by the Department of Local Government Finance

FORM SB-1 / PP

## PRIVACY NOTICE

Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

## INSTRUCTIONS

1. This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise this statement must be submitted to the designating body **BEFORE** a person installs the new manufacturing equipment and/or research and development equipment, and/or logistical distribution equipment and/or information technology equipment for which the person wishes to claim a deduction.
2. The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the installation of qualifying abatable equipment for which the person desires to claim a deduction.
3. To obtain a deduction, a person must file a certified deduction schedule with the person's personal property return on a certified deduction schedule (Form 103-ERA) with the township assessor of the township where the property is situated or with the county assessor if there is no township assessor for the township. The 103-ERA must be filed between January 1 and May 15 of the assessment year in which new manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment is installed and fully functional, unless a filing extension has been obtained. A person who obtains a filing extension must file the form between January 1 and the extended due date of that year.
4. Property owners whose Statement of Benefits was approved, must submit Form CF-1/PP annually to show compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)
5. For a Form SB-1/PP that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/PP that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. (IC 6-1.1-12.1-17)

SECTION 1 TAXPAYER INFORMATION											
Name of taxpayer <b>Phoenix Closures, Inc.</b>					Name of contact person <b>Stacie Gannon</b>						
Address of taxpayer (number and street, city, state, and ZIP code) <b>975 Meridian Lake Dr., Aurora IL 60504</b>							Telephone number <b>( 630 ) 420-4785</b>				
SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT											
Name of designating body <b>Monroe County</b>					Resolution number (s)						
Location of property <b>1425 S. Curry Pike, Bloomington, IN 47403</b>				County <b>Monroe</b>		DLGF taxing district number <b>53015</b>					
Description of manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment. (Use additional sheets if necessary.) <b>Plastic injection molding machines, cap liner insertion machines, material blenders, stackers, palletizers, conveyor systems, carton sealers, tote automation, portable chiller system, QA Equipment and frames/molds/manifolds.</b>						ESTIMATED					
						START DATE		COMPLETION DATE			
						Manufacturing Equipment		10/01/2023		12/31/2024	
						R & D Equipment					
						Logist Dist Equipment					
IT Equipment											
SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT											
Current number <b>68</b>		Salaries <b>\$3,900,000</b>		Number retained <b>68</b>		Salaries <b>\$3,900,000</b>		Number additional <b>21</b>			
								Salaries <b>\$1,100,000</b>			
SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT											
<b>NOTE:</b> Pursuant to IC 6-1.1-12.1-5.1 (d) (2) the <b>COST</b> of the property is confidential.			MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT		
			COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	
Current values			20,500,000								
Plus estimated values of proposed project			15,000,000								
Less values of any property being replaced											
Net estimated values upon completion of project			35,500,000								
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER											
Estimated solid waste converted (pounds) _____					Estimated hazardous waste converted (pounds) _____						
Other benefits:											
SECTION 6 TAXPAYER CERTIFICATION											
I hereby certify that the representations in this statement are true.											
Signature of authorized representative <i>Stacie Gannon</i>							Date signed (month, day, year) <b>7/25/2023</b>				
Printed name of authorized representative <b>Stacie Gannon</b>					Title <b>CFO</b>						

**FOR USE OF THE DESIGNATING BODY**

We have reviewed our prior actions relating to the designation of this economic revitalization area and find that the applicant meets the general standards adopted in the resolution previously approved by this body. Said resolution, passed under IC 6-1.1-12.1-2.5, provides for the following limitations as authorized under IC 6-1.1-12.1-2.

- A. The designated area has been limited to a period of time not to exceed \_\_\_\_\_ calendar years \* (see below). The date this designation expires is \_\_\_\_\_. *NOTE: This question addresses whether the resolution contains an expiration date for the designated area.*
- B. The type of deduction that is allowed in the designated area is limited to:
- |  |                              |                             |   |
|--|------------------------------|-----------------------------|---|
| 1. Installation of new manufacturing equipment;            | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Enhanced Abatement per IC 6-1.1-12.1-18<br>Check box if an enhanced abatement was approved for one or more of these types. |
| 2. Installation of new research and development equipment; | <input type="checkbox"/> Yes | <input type="checkbox"/> No |   |
| 3. Installation of new logistical distribution equipment.  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |   |
| 4. Installation of new information technology equipment;   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |   |
- C. The amount of deduction applicable to new manufacturing equipment is limited to \$ \_\_\_\_\_ cost with an assessed value of \$ \_\_\_\_\_. (One or both lines may be filled out to establish a limit, if desired.)
- D. The amount of deduction applicable to new research and development equipment is limited to \$ \_\_\_\_\_ cost with an assessed value of \$ \_\_\_\_\_. (One or both lines may be filled out to establish a limit, if desired.)
- E. The amount of deduction applicable to new logistical distribution equipment is limited to \$ \_\_\_\_\_ cost with an assessed value of \$ \_\_\_\_\_. (One or both lines may be filled out to establish a limit, if desired.)
- F. The amount of deduction applicable to new information technology equipment is limited to \$ \_\_\_\_\_ cost with an assessed value of \$ \_\_\_\_\_. (One or both lines may be filled out to establish a limit, if desired.)
- G. Other limitations or conditions (specify) \_\_\_\_\_
- H. The deduction for new manufacturing equipment and/or new research and development equipment and/or new logistical distribution equipment and/or new information technology equipment installed and first claimed eligible for deduction is allowed for:
- |                                 |                                 |                                 |                                 |                                  |  |
|---------------------------------|---------------------------------|---------------------------------|---------------------------------|----------------------------------|--|
| <input type="checkbox"/> Year 1 | <input type="checkbox"/> Year 2 | <input type="checkbox"/> Year 3 | <input type="checkbox"/> Year 4 | <input type="checkbox"/> Year 5  | <input type="checkbox"/> Enhanced Abatement per IC 6-1.1-12.1-18<br>Number of years approved: _____<br>(Enter one to twenty (1-20) years; may not exceed twenty (20) years.) |
| <input type="checkbox"/> Year 6 | <input type="checkbox"/> Year 7 | <input type="checkbox"/> Year 8 | <input type="checkbox"/> Year 9 | <input type="checkbox"/> Year 10 |  |
- I. For a Statement of Benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17? ☐ Yes ☐ No  
If yes, attach a copy of the abatement schedule to this form.  
If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

Also we have reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved by: (signature and title of authorized member of designating body)	Telephone number (     )	Date signed (month, day, year)
Printed name of authorized member of designating body	Name of designating body	
Attested by: (signature and title of attester)	Printed name of attester	

\* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

**IC 6-1.1-12.1-17**

**Abatement schedules**

Sec. 17. (a) A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

- (1) The total amount of the taxpayer's investment in real and personal property.
- (2) The number of new full-time equivalent jobs created.
- (3) The average wage of the new employees compared to the state minimum wage.
- (4) The infrastructure requirements for the taxpayer's investment.

(b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. An abatement schedule may not exceed ten (10) years.

(c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.





# Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Commissioners MEETING DATE REQUESTED (*Tentative*): September 26th  
Request Presenter(s):  Phone:

Was the Council Liaison notified prior to submitting this Agenda Request: Yes

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

☐ Creation of Account Line(s) and/or ☒ Additional Appropriation(s)

Fund Name:

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment *Effective Date of Amendment:*

☐ De-Appropriation of Account Lines

Fund Name:

☒ Other (Specify) GO Bond Ordinance and Appropriation Ordinance

**Narrative:** Give a DETAILED SUMMARY explanation for the request (*purpose, action needed, etc.*).

The County Commissioners are presenting the Bond Ordinance and Appropriation Ordinance for introduction only. The contemplated bond is a year bond with 3.1 Million dollars in proceeds. The projects description reads as follows:

The projects include but are not limited to (i) various building and office space improvements including furniture, carpeting, tile, office space/system renovations, new office systems, restroom improvements, computer improvements and audio/video equipment improvements; (ii) parking garage improvements including security and gate systems; (iii) Karst trail extension; (iv) 4 dump trucks; (v) bobcat UV; and (vi) Karst field turf; and all related improvements and the incidental expenses in connection with these projects.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: [councilrequests@co.monroe.in.us](mailto:councilrequests@co.monroe.in.us)

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.<sup>21</sup>

***Council recommends making ANY In-House and/or Category Transfers PRIOR to requesting additional appropriations.***

**Fund Name:** \_\_\_\_\_

Page 10 of 10

© 2006 The Authors  
Journal compilation © 2006 Blackwell Publishing Ltd

<b>TOTAL REQUEST</b>	
----------------------	--

***Staff will notify Department when the accounts/additional have been approved/updated.***

ORDINANCE NO. 2023-34

An ordinance of Monroe County, Indiana, authorizing the issuance of general obligation bonds for the purpose of providing funds to pay the costs of certain public improvement projects within the County; providing for the payment of such bonds from *ad valorem* taxes to be levied upon all of the taxable property located in the County; providing for the safeguarding of the interests of the owners of said bonds; other matters connected therewith, including the issuance of notes in anticipation of bonds; and repealing ordinances inconsistent herewith

WHEREAS, Monroe County, Indiana (the “County”), acting pursuant to Indiana Code 36-2-6, as amended, and other applicable provisions of the Indiana Code (the “Act”) (all references herein to the Indiana Code are designated hereafter as “IC” followed by the applicable code section or sections), is authorized to issue bonds to procure moneys to be used in the exercise of the powers of the County and for the payment of County debts; and

WHEREAS, the County Council of the County (the “Council”) has considered undertaking certain public improvement projects in the County as more fully set forth in summary fashion on Exhibit A hereto (collectively, the “Projects”) and hereby determines that it would be of public utility and benefit and in the best interests of the citizens of the County to proceed with the construction and acquisition of the Projects and the financing thereof through the issuance of general obligation bonds of the County and, if necessary, bond anticipation notes (the “BANs”); and

WHEREAS, based upon the advice of the County’s municipal advisor, the estimated costs of the Projects, including engineering, municipal advisory and legal fees, is in the estimated amount not to exceed Three Million One Hundred Thousand Dollars (\$3,100,000); and

WHEREAS, the Projects and the financing by the County of the Projects, together with expenses incidental thereto, are necessary, are authorized by the Act and will be of public utility and benefit to the County and its citizens; and

WHEREAS, the Council finds that the County does not have sufficient funds available or provided for in the existing budgets and tax levies that may be applied to the costs of the Projects and that it is necessary to finance the entire costs of the Projects by the issuance of general obligation bonds, payable from *ad valorem* taxes to be levied upon all of the taxable property located in the County, in an aggregate principal amount not to exceed Three Million One Hundred Thousand Dollars (\$3,100,000) and, if necessary, bond anticipation notes (the “BANs”); and

WHEREAS, the County desires to authorize the issuance of BANs hereunder, if necessary, payable solely from the proceeds of general obligation bonds issued hereunder, and to authorize the refunding of said BANs, if issued; and

WHEREAS, the bonds to be issued hereunder, together with the outstanding principal amount of previously issued bonds which constitute a debt of the County, will be no more than two percent (2%) of one-third (1/3) of the total net assessed valuation of the County at the time of delivery of the bonds; and

WHEREAS, the bonds to be issued hereunder are to be issued subject to the provisions of the laws of the Act, as amended, and the terms and restrictions of this ordinance; and

WHEREAS, the Council now finds that all conditions precedent to the adoption of an ordinance authorizing the issuance of said general obligation bonds and BANs have been complied with in accordance with the provisions of the Act; now, therefore,

BE IT ORDAINED BY THE COUNTY COUNCIL OF MONROE COUNTY, INDIANA, THAT:

Section 1. Authorization of Projects. The Projects are hereby approved. The estimated costs for the construction and acquisition of said Projects shall not exceed Three Million One Hundred Thousand Dollars (\$3,100,000), plus investment earnings on the BAN and bond proceeds, without further authorization from the County Council.

Section 2. Issuance of BANs. The County shall issue, if necessary, its BANs for the purpose of procuring interim financing to apply on the cost of the Projects and to pay cost of issuance. The County may issue its BANs in an aggregate principal amount not to exceed Three Million One Hundred Thousand Dollars (\$3,100,000) to be designated "General Obligation Bond Anticipation Notes, Series 202\_", to be completed with the year in which issued. The BANs shall be sold at not less than 99.5% of their par value, numbered consecutively from 1 upward and shall be in multiples of Five Thousand Dollars (\$5,000) or One Hundred Thousand Dollars (\$100,000) as determined by the Auditor with the advice of the County's municipal advisor. The BANs shall be dated as of the date of delivery thereof and shall bear interest at a rate or rates not to exceed 6.0% per annum (the exact rate or rates to be determined through negotiations with the purchaser of the BANs) payable either upon maturity or redemption. The BANs may be payable in installments.

The BANs will mature over a period ending no later than five (5) years from their date of delivery, as determined by the Auditor, with the advice of the County's municipal advisor, at the time of the sale of the BANs. Any BANs which mature over a period less than five (5) years after their date of delivery shall be subject to renewal or extension for a term not exceeding five (5) years from the date of delivery of the BANs as originally issued. In the event of such renewal or extension, the interest rate or rates on the BANs as renewed or extended shall not exceed 5.0% per annum (the exact rate or rates to be negotiated with the purchaser of the BANs, as renewed or extended).

The BANs shall be registered in the name of the purchasers thereof. Interest on the BANs shall be calculated according to a 360-day calendar year containing twelve 30-day months.

The BANs shall be issued pursuant to IC 5-1.5-8-6.1 if sold to the Indiana Bond Bank or pursuant to IC 5-1-14-5 if sold to a financial institution or any other purchaser. The County shall pledge to the payment of the principal of and interest on the BANs the proceeds from the issuance of general obligation bonds pursuant to and in the manner prescribed by the Act.

Section 3. Issuance of Bonds. The County shall issue and sell its general obligation bonds in the aggregate principal amount not to exceed Three Million One Hundred Thousand Dollars (\$3,100,000) to be designated “General Obligation Bonds, Series 202\_”, to be completed with the year in which issued (the “Bonds”), for the purpose of procuring funds to apply on the cost of the Projects, refunding the BANs, if issued, capitalized interest, if necessary, and issuance costs and other related costs.

The Bonds shall be issued and sold at a price not less than 99% of par value thereof. The Bonds shall be issued in fully registered form in denominations of (i) \$5,000 or integral multiples thereof or (ii) \$100,000 and any \$5,000 integral multiple in excess thereof, as determined by the Auditor with the advice of the County’s municipal advisor. The Bonds shall be numbered consecutively from 1 up and originally dated as of their date of delivery. The Bonds shall bear interest at a rate or rates not exceeding 7.0% per annum (the exact rate or rates to be determined by bidding or negotiation). Interest shall be payable semiannually on January 15 and July 15 in each year, commencing on either the first January 15 or the first July 15 following the date of delivery of the Bonds, as determined by the Auditor with the advice of the County’s municipal advisor. Principal shall be payable in lawful money of the United States of America, at the principal office of the Paying Agent (as hereinafter defined) and such Bonds shall mature semiannually on January 15 and July 15, or be subject to mandatory sinking fund redemption on January 15 and July 15, over a period ending no later than five (5) years after the date of delivery of the Bonds and in such amounts that will enable the County to achieve as level annual debt service as practicable.

All or a portion of the Bonds may be issued as one or more term bonds, upon election of the purchaser of the Bonds. Such term bonds shall have a stated maturity or maturities consistent with the maturity schedule determined in accordance with the preceding paragraph, on the dates as determined by the purchaser thereof, but in no event later than the last serial maturity date of the Bonds as determined in the preceding paragraph. The term bonds shall be subject to mandatory sinking fund redemption and final payment(s) at maturity at 100% of the principal amount thereof, plus accrued interest to the redemption date, on principal payment dates which are hereafter determined in accordance with the preceding paragraph.

Interest on the Bonds shall be calculated according to a 360-day calendar year containing twelve 30-day months.

Section 4. Registrar and Paying Agent. The Auditor is hereby authorized to select and appoint a qualified financial institution to serve as Registrar and Paying Agent for the Bonds and the BANs, which Registrar is hereby charged with the responsibility of authenticating the Bonds (the “Registrar” or “Paying Agent”). The Auditor is hereby authorized to enter into such agreements or understandings with such institution as will enable the institution to perform the services required of a Registrar and Paying Agent. The Auditor is further authorized to pay such

fees as the institution may charge for the services it provides as Registrar and Paying Agent, and such fees may be paid from the Bond Fund hereby established to pay the principal of and interest on the Bonds as fiscal agency charges. As to the BANs and as to the Bonds, if sold to a purchaser that does not object to such designation, the Auditor may serve as Registrar and Paying Agent and is, in such case, hereby charged with the duties of a Registrar and Paying Agent.

The principal of and premium, if any, on the Bonds shall be payable at the principal office of the Paying Agent and all payments of interest on the Bonds shall be paid by check mailed one business day prior to the interest payment date to the registered owners thereof, as of the first day of the month in which interest is payable (the "Record Date"), at the addresses as they appear on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by such registered owner on or before such Record Date. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall be instructed to wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time).

All payments on the Bonds and BANs shall be made in any coin or currency of the United States of America, which on the date of such payment, shall be legal tender for the payment of public and private debts.

Each Bond shall be transferable or exchangeable only upon the books of the County kept for that purpose at the principal office of the Registrar, by the registered owner thereof in person, or by its attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or its attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount and of the same maturity shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The costs of such transfer or exchange shall be borne by the County. The County and the Registrar and Paying Agent for the Bonds may treat and consider the person in whose name such Bonds are registered as the absolute owner thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon.

Interest on all Bonds which are authenticated on or before the Record Date which precedes the first interest payment date shall be paid from their original date. Interest on Bonds authenticated subsequent to the Record Date which precedes the first interest payment date thereon shall be paid from the interest payment date to which interest has been paid as of the date on which such Bonds are authenticated, unless a Bond is authenticated between the Record Date and the interest payment date in which case the interest shall be paid from such interest payment date.

Section 5. Redemption of BANs. The BANs are prepayable by the County, in whole or in part, on any date, upon seven (7) days' notice to the owner of the BANs, without any premium; provided, however, that if the BANs are held in book-entry form pursuant to Section 7 hereof, twenty (20) days' prior notice shall be required for redemption.

Section 6. Redemption of Bonds. The Bonds are not subject to optional redemption prior to maturity.

If any Bond is issued as a term bond, the Paying Agent shall credit against the mandatory sinking fund requirement for the Bonds maturing as term bonds, and corresponding mandatory redemption obligation, in the order determined by the County, any Bonds maturing as term bonds which have previously been redeemed (otherwise than as a result of a previous mandatory redemption requirement) or delivered to the Registrar for cancellation or purchased for cancellation by the Paying Agent and not theretofore applied as a credit against any redemption obligation. Each Bond maturing as a term bond so delivered or canceled shall be credited by the Paying Agent at 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory sinking fund date, and any excess of such amount shall be credited on future redemption obligations, and the principal amount of the Bonds to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Paying Agent shall credit only such Bonds maturing as term bonds to the extent received on or before forty-five (45) days preceding the applicable mandatory redemption date.

Each Bond denomination amount shall be considered a separate Bond for purposes of mandatory redemption. If less than an entire maturity is called for redemption, the Bonds to be called for redemption shall be selected by lot by the Registrar.

Notice of redemption shall be given not less than thirty (30) days prior to the date fixed for redemption unless such redemption notice is waived by the owner of the Bond or Bonds redeemed. Such notice shall be mailed to the address of the registered owner as shown on the registration record of the County as of the date which is forty-five (45) days prior to such redemption date. The notice shall specify the date and place of redemption and sufficient identification of the Bonds called for redemption. The place of redemption may be determined by the County. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named.

Section 7. Book-Entry Provisions. The County may, upon the advice of its municipal advisor, have the Bonds held by a central depository system pursuant to an agreement between the County and The Depository Trust Company, New York, New York ("DTC") and have transfers of the Bonds effected by book-entry on the books of the central depository system. In such case, the Bonds shall be issued in the name of Cede & Co., as nominee for DTC, as registered owner of the Bonds, and held in the custody of DTC and the terms and conditions of this provision shall apply.

If the Bonds are held by DTC, a single certificate will be issued and delivered to DTC for each maturity of the Bonds. The actual purchasers of the Bonds (the “Beneficial Owners”) will not receive physical delivery of the Bond certificates except as provided herein. Beneficial Owners are expected to receive a written confirmation of their purchase providing details of each Bond acquired. For so long as DTC shall continue to serve as securities depository for the Bonds as provided herein, all transfers of beneficial ownership interests will be made by book-entry only, and no investor or other party purchasing, selling or otherwise transferring beneficial ownership of the Bonds is to receive, hold, or deliver any Bond certificate.

For every transfer and exchange of the Bonds, the Beneficial Owner may be charged a sum sufficient to cover such Beneficial Owner’s allocable share of any tax, fee, or other governmental charge that may be imposed in relation thereto. Bond certificates are required to be delivered to and registered in the name of the Beneficial Owner, under the following circumstances:

- (i) DTC determines to discontinue providing its service with respect to the Bonds (such a determination may be made at any time by giving 30 days’ notice to the County and the Registrar and discharging its responsibilities with respect thereto under applicable law), or

- (ii) the County determines that continuation of the system of book-entry transfers through DTC (or a successor securities depository) is not in the best interests of the Beneficial Owners.

The County and the Registrar will recognize DTC or its nominee as the holder of the Bonds for all purposes, including notices and voting. The County and the Registrar covenant and agree, so long as DTC shall continue to serve as securities depository for the Bonds, to meet the requirements of DTC with respect to required notices and other provisions of a Letter of Representations between the County and DTC. If necessary to comply with the terms and provisions of the Letter of Representations, a supplemental ordinance shall be adopted to amend this ordinance as necessary.

The Registrar is authorized to rely conclusively upon a certificate furnished by DTC and corresponding certificates from DTC participants and indirect participants as to the identity of, and the respective principal amount of Bonds beneficially owned by, the Beneficial Owner or Beneficial Owners.

The County may, upon the advice of its municipal advisor, have the BANs held in the custody of DTC. In such case, the aforementioned terms and conditions of this Section 7 shall apply to the BANs.

Section 8. Execution of Bonds and BANs; Security for the Bonds. The Bonds and BANs shall be signed in the name of the County by the manual or facsimile signature of the Board of Commissioners of the County and attested by the Auditor, who shall affix the seal of said County to each of said Bonds and BANs manually or shall have the seal imprinted or impressed thereon by facsimile. These officials, by the signing of a Signature and No Litigation Certificate, shall



adopt as and for their own proper signatures their facsimile signatures appearing on said Bonds and BANs. In case any officer whose signature or facsimile signature appears on the Bonds or BANs shall cease to be such officer before the delivery of the Bonds or BANs, the signature of such officer shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. The Bonds shall also be authenticated by the manual signature of an authorized representative of the Registrar and no Bond shall be valid or become obligatory for any purpose until the certificate of authentication thereon has been so executed.

The Bonds are, as to all the principal thereof and interest due thereon, general obligations of the County, payable from *ad valorem* property taxes on all taxable property in the County. The County covenants that it will cause *ad valorem* property taxes for the payment of the principal of and interest on the Bonds to be levied, collected, appropriated and applied for that purpose.

Section 9. Form of Bonds. The form and tenor of the Bonds shall be substantially as follows, with such additions, deletions and modifications as the Board of Commissioners of the County and the Auditor may authorize, as conclusively evidenced by their signatures thereon, all blanks to be filled in properly prior to delivery thereof:

*Form of Bond*

[Unless this Bond is presented by an authorized representative of The Depository Trust Company to the Registrar or its agent for registration or transfer, exchange or payment, and any bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.]

No. R-\_\_

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF MONROE

MONROE COUNTY, INDIANA  
GENERAL OBLIGATION BOND, SERIES 202\_

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Original Date</u>	<u>Authentication Date</u>	<u>CUSIP</u>
----------------------	----------------------	----------------------	----------------------------	--------------

Registered Owner:

Principal Sum:

Monroe County, State of Indiana (the "County"), acknowledges itself indebted, and for value received, hereby promises to pay, to the Registered Owner (named above) or registered assigns, the Principal Sum set forth above on the Maturity Date set forth above (unless this Bond be subject to and shall have been duly called for redemption and payment as provided for herein), and to pay interest hereon until the Principal Sum shall be fully paid at the rate per annum specified above from the interest payment date to which interest has been paid next preceding the Authentication Date of this Bond unless this Bond is authenticated after the first day of the month in which interest is payable and on or before such interest payment date in which case it shall bear interest from such interest payment date, or unless this Bond is authenticated on or before \_\_\_\_\_ 1, 202\_, in which case it shall bear interest from the Original Date, which interest is payable semiannually on January 15 and July 15 of each year, beginning on \_\_\_\_\_ 15, 202\_. Interest shall be calculated according to a 360-day calendar year containing twelve 30-day months.

The principal of and premium, if any, on this Bond is payable at the principal office of \_\_\_\_\_ (the "Registrar" or "Paying Agent"), in the \_\_\_\_\_ of \_\_\_\_\_, Indiana. All payments of interest on this Bond shall be paid by check mailed one business day prior to the interest payment date on the due date or, if such due date is a day when financial institutions are not open for business, on the business day immediately after such due date to the registered owner hereof, as of the first day of the month in which interest is payable, at the address as it appears on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by the registered owner. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time). All payments on this Bond shall be made in any coin or currency of the United States of America, which on the dates of such payment, shall be legal tender for the payment of public and private debts.

This Bond and the issue of which it is a part are, as to all the principal thereof and interest due thereon, general obligations of Monroe County, Indiana, payable from *ad valorem* property taxes on all taxable property in the County. The County covenants that it will cause *ad valorem* property taxes for the payment of the principal of and interest on the Bonds to be levied, collected, appropriated and applied for that purpose. The Bonds are subject to Indiana Code 6-1.1-20.6 regarding the circuit breaker tax credit.

This Bond is one of an authorized issue of Bonds of Monroe County, Indiana, of like tenor and effect, except as to numbering, interest rate, and dates of maturity, in the total amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the "Bonds"), numbered from 1 up, issued for the purpose of providing funds to be applied on the cost of construction and acquisition of certain public improvements in the County, [refunding interim notes issued in anticipation of the Bonds][to fund capitalized interest] and to pay incidental expenses, as authorized by an ordinance adopted by the County Council of the County on the \_\_\_\_ day of \_\_\_\_\_, 2023, entitled "An ordinance of Monroe County, Indiana, authorizing the issuance of general obligation bonds for the purpose of providing funds to pay the costs of certain public

improvement projects within the County; providing for the payment of such bonds from *ad valorem* taxes to be levied upon all of the taxable property located in the County; providing for the safeguarding of the interests of the owners of said bonds; other matters connected therewith, including the issuance of notes in anticipation of bonds; and repealing ordinances inconsistent herewith” (the “Ordinance”), and in strict compliance with the provisions of Indiana Code 36-2-6, as in effect on the issue date of the Bonds (the “Act”).

[The Bonds shall be initially issued in a book entry system by The Depository Trust Company (“DTC”). The provisions of this Bond and of the Ordinance are subject in all respect to the provisions of the Letter of Representations between the County and DTC, or any substitute agreement effecting such book entry system under DTC.]

[The Bonds have been designated as qualified tax-exempt obligations to qualify for the \$10,000,000 exception from the provisions of Section 265(b) of the Internal Revenue Code of 1986 relating to the disallowance of 100% of the deduction for interest expense allocable to tax-exempt obligations.]

The Bonds of this issue are not subject to optional redemption prior to maturity.

[The Bonds maturing on \_\_\_\_\_ 15, 202\_ are subject to mandatory sinking fund redemption prior to maturity, at a redemption price equal to the principal amount thereof plus accrued interest, on \_\_\_\_\_ 15 on the dates and in the amounts set forth below:

<u>Date</u>	<u>Amount</u>
	\$ *

\*Final Maturity

Each \_\_\_\_\_ (\$\_\_\_\_\_) principal amount shall be considered a separate Bond for purposes of mandatory redemption. If less than an entire maturity is called for redemption, the Bonds to be called for redemption shall be selected by lot by the Registrar.]

[Notice of redemption shall be mailed to the address of the registered owner as shown on the registration record of the County, as of the date which is forty-five (45) days prior to such redemption date, not less than thirty (30) days prior to the date fixed for redemption. The notice shall specify the date and place of redemption and sufficient identification of the Bonds called for redemption. The place of redemption may be determined by the County. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice, if sufficient funds are available at the place of redemption to pay the redemption price on the date so named.]

If this Bond shall not be presented for payment [or redemption] on the date fixed therefor, the County may deposit in trust with its depository bank, an amount sufficient to pay such Bond [or the redemption price, as the case may be,] and thereafter the registered owner shall look only to the funds so deposited in trust with said bank for payment and the County shall have no further obligation or liability in respect thereto.

This Bond is transferable or exchangeable only upon the books of the County kept for that purpose at the office of the Registrar, by the registered owner hereof in person, or by its attorney duly authorized in writing, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or its attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or to the registered owner, as the case may be, in exchange therefor. The County, the Registrar and any paying agent for this Bond may treat and consider the person in whose name this Bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon.

This Bond is subject to defeasance prior to [redemption or] payment as provided in the Ordinance referred to herein. THE OWNER OF THIS BOND, BY THE ACCEPTANCE HEREOF, HEREBY AGREES TO ALL THE TERMS AND PROVISIONS CONTAINED IN THE ORDINANCE. The Ordinance may be amended without the consent of the owners of the Bonds as provided in the Ordinance if the County determines in its sole discretion that the amendment shall not adversely affect the rights of any of the owners of the Bonds.

The Bonds maturing in any one year are issuable only in fully registered form in the denomination of \$\_\_\_\_\_ or any integral multiple thereof not exceeding the aggregate principal amount of the Bonds maturing in such year.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the preparation and complete execution, issuance and delivery of this Bond have been done and performed in regular and due form as provided by law and this Bond and the total issue of the Bonds is within every limit of indebtedness as prescribed by the constitution and laws of the State of Indiana.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been executed by an authorized representative of the Registrar.

IN WITNESS WHEREOF, Monroe County, Indiana, has caused this Bond to be executed by the manual or facsimile signature of the Board of Commissioners of the County, the corporate seal of the County to be hereunto affixed, imprinted or impressed by any means and attested manually or by facsimile by the Auditor of the County.

MONROE COUNTY, INDIANA

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

[SEAL]

ATTEST:

\_\_\_\_\_  
Auditor, Monroe County, Indiana

#### REGISTRAR'S CERTIFICATE OF AUTHENTICATION

It is hereby certified that this Bond is one of the Bonds described in the Ordinance.

\_\_\_\_\_,  
as Registrar

By: \_\_\_\_\_  
Authorized Representative

#### ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_, the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney, to transfer the within Bond in the books kept for the registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

\_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

*End of Bond Form*

Section 10. Preparation and Sale of Bonds and BANs; Official Statement; Investment Letter. The Auditor is hereby authorized and directed to have said BANs and Bonds prepared, and the Board of Commissioners of the County and Auditor are hereby authorized and directed to execute said BANs and Bonds in the form and manner herein provided. The Auditor is hereby authorized and directed to deliver said BANs and Bonds to the respective purchasers thereof after sale made in accordance with the provisions of this ordinance, provided that at the time of said delivery the Auditor shall collect the full amount which the respective purchasers have agreed to pay therefor, which amount shall not be less than 99.5% of the face value of said BANs and not less than 99% of the face value of said Bonds, as the case may be. The Bonds herein authorized shall be binding general obligations of the County. The proceeds derived from the sale of the Bonds shall be and are hereby set aside for application on the cost of the Projects hereinbefore referred to, the refunding of the BANs, if issued, to fund capitalized interest, if necessary, and the expenses necessarily incurred in connection with the BANs and Bonds. The proper officers of the County are hereby directed to draw all proper and necessary warrants, and to do whatever acts and things which may be necessary to carry out the provisions of this ordinance, including the acquisition, construction and equipping of the Projects and the issuance of the Bonds and BANs.

The preparation and distribution of an official statement (preliminary and final) on behalf of the County for the Bonds and BANs sold to a purchaser other than the Indiana Bond Bank is hereby authorized. The County Council President, the Board of Commissioners and the Auditor are each hereby authorized and directed to execute the preliminary official statement on behalf of the County in a form consistent with this ordinance and to designate the preliminary official statement as “nearly final” for purposes of Rule 15c2-12 of the Securities and Exchange Commission (the “SEC Rule”). If the Bonds or BANs will be sold to the Indiana Bond Bank, the County Council President, the Board of Commissioners and the Auditor are each hereby authorized to provide information and materials to the Indiana Bond Bank relating to the County and the Bonds or BANs, as the case may be, for inclusion in any official statement relating to any financing of the Indiana Bond Bank the proceeds of which will be used to acquire such Bonds or BANs.

Alternatively, in lieu of preparing and distributing an official statement, the County may obtain a sophisticated investment letter from the purchaser of the Bonds or BANs at the time of delivery of the Bonds or BANs which satisfies applicable state and federal securities laws.

The Auditor, with the advice of the County’s municipal advisor, is hereby authorized to obtain a rating for the Bonds if such rating will facilitate the sale of the Bonds.

In the event the municipal advisor of the County certifies to the County that it would be economically advantageous for the County to obtain a municipal bond insurance policy, the County hereby authorizes the purchase of such an insurance policy. The acquisition of a municipal bond insurance policy is hereby deemed economically advantageous in the event the difference between the present value of (a) the total debt service on the Bonds if issued without municipal bond insurance and (b) the total debt service on the Bonds if issued with municipal bond insurance, is greater than the cost of the premium on the municipal bond insurance policy. If such an insurance policy is purchased, the Board of Commissioners of the County and the

Auditor are hereby authorized to execute and deliver all agreements with the provider of the policy to the extent necessary to comply with the terms of such insurance policy and the commitment to issue such policy. Such agreement shall be deemed a part of this ordinance for all purposes and is hereby incorporated herein by reference.

Section 11. Sale of Bonds. Unless sold to the Indiana Bond Bank or another purchaser by negotiated sale, the Bonds will be sold at a competitive sale and, in such case, the Auditor shall cause to be published a notice of such sale in the *Indianapolis Star* or the *Indianapolis Business Journal*. A notice of sale may also be published one time in the *Indianapolis Star*, and a notice or summary notice may also be published in *The Bond Buyer* in New York, New York. In addition, at the Auditor's discretion, with the advice of the County's municipal advisor, the notices above may be published additional times and also in the *Herald-Times*. The notice shall state the character and amount of the Bonds, the maximum rate of interest thereon, the terms and conditions upon which bids will be received and the sale made, and such other information as the Auditor and the attorneys employed by the County shall deem advisable and any summary notice may contain any information deemed so advisable. The notice may provide, among other things, that the successful bidder will be required to assist the County in establishing the initial issue price of the Bonds, that the successful bidder will be required to provide a certified or cashier's check, or a surety bond, in an amount equal to 1% of the principal amount of the Bonds described in the notice and that in the event the successful bidder shall fail or refuse to accept delivery of the Bonds and pay for the same as soon as the Bonds are ready for delivery, or at the time fixed in the notice of sale, then said check and the proceeds thereof shall be the property of the County and shall be considered as its liquidated damages on account of such default; that bidders for said Bonds will be required to name the rate or rates of interest which the Bonds are to bear, not exceeding the maximum rate hereinbefore fixed, and that such interest rate or rates shall be in multiples of one-eighth (1/8), one-twentieth (1/20) or one-hundredth (1/100) of one percent (1%). The rate bid on a maturity shall be equal to or greater than the rate bid on the immediately preceding maturity. Bids on the Bonds may also be received electronically through PARITY or such other electronic bidding service acceptable to the Auditor, with the advice of the County's municipal advisor. No conditional bid or bid for less than 99% of the face amount of the Bonds will be considered. The opinion of Bose McKinney & Evans LLP, nationally recognized bond counsel of Indianapolis, Indiana, approving the legality of said Bonds, will be furnished to the purchaser at the expense of the County.

The Bonds shall be awarded by the Auditor to the best bidder who has submitted its bid in accordance with the terms of this ordinance and the notice of sale. The best bidder will be the one who offers the lowest net interest cost to the County, to be determined by computing the total interest on all of the Bonds of that series to their maturities, adding thereto the discount bid, if any, and deducting the premium bid, if any. The right to reject any and all bids shall be reserved. If an acceptable bid is not received on the date of sale, the sale may be continued from day to day thereafter without further advertisement for a period of thirty (30) days, during which time no bid which provides a higher net interest cost to the County than the best bid received at the time of the advertised sale will be considered.

If the Bonds are to be sold by a negotiated sale to the Indiana Bond Bank or any other purchaser, as determined by the Auditor with the advice of the County's municipal advisor, the Board of Commissioners of the County and Auditor are hereby authorized to execute and attest, respectively, a Bond Purchase Agreement with the purchaser with terms conforming to this ordinance and sell such Bonds upon such terms as are acceptable to the Board of Commissioners of the County and the Auditor consistent with the terms of this ordinance.

Section 12. Use of Proceeds. The accrued interest and any capitalized interest received at the time of the delivery of the Bonds and premium, if any, shall be deposited in the hereinafter described Bond Fund. The remaining proceeds from the sale of the Bonds, to the extent not used to refund BANs, and BAN proceeds shall be deposited in a bank or banks which are legally designated depositories for the funds of the County, in a special account or accounts to be designated as "Monroe County, Indiana, General Obligation Bond Construction Account" (the "Construction Account"). All funds deposited to the credit of the Bond Fund or Construction Account shall be deposited, held, secured or invested in accordance with the laws of the State of Indiana relating to the depositing, holding, securing or investing of public funds, including particularly IC 5-13, and the acts amendatory thereof and supplemental thereto. The funds in the Construction Account shall be expended only for the purpose of paying the cost of the Projects, refunding the BANs, if issued, or as otherwise required by the Act or for the expenses of issuance of the Bonds or BANs. The cost of obtaining the legal services of Bose McKinney & Evans LLP shall be considered as a part of the cost of the Projects on account of which the BANs and Bonds are issued.

Any balance or balances remaining unexpended in such special account or accounts after completion of the Projects, which are not required to meet unpaid obligations incurred in connection with such Projects, shall either be paid into the Bond Fund and used solely for the purposes thereof or otherwise be applied in accordance with IC 5-1-13, as amended and supplemented.

Section 13. Covenant to Levy Tax; Bond Fund. In order to provide for the payment of the principal of and interest on the Bonds, the County covenants that there shall be levied in each year upon all taxable property in the County, real and personal, and collected an *ad valorem* tax in an amount and in such manner sufficient to meet and pay the principal of and interest on the Bonds as they come due. The proceeds of this *ad valorem* tax are hereby pledged solely to the payment of the Bonds and such *ad valorem* tax proceeds shall be deposited into the bond fund hereby created (the "Bond Fund"). The *ad valorem* tax proceeds deposited to the Bond Fund shall be used to pay the principal of and interest on the Bonds, when due, together with any fiscal agency charges.

Notwithstanding any other provision of this ordinance, the County will enter into an agreement with the Registrar and Paying Agent in which the Registrar will agree that upon any default or insufficiency in the payment of principal of and interest on the Bonds as provided in this ordinance, the Registrar will immediately, without any direction, security or indemnity, file a claim with the Treasurer of the State of Indiana for an amount equal to the principal and interest in default and consents to the filing of any such claim by a bondholder in the name of the Registrar for deposit with the Registrar.



If the Auditor is designated as the Registrar and Paying Agent, the County covenants, under IC 6-1.1-20.6-10, to determine if the Bond Fund has sufficient funds to pay the principal of and interest on the Bonds at least five (5) days before such payments are due. If the Bond Fund is not sufficient because of the operation of the tax credits granted under the provisions of IC 6-1.1-20.6, the County agrees to have the Auditor (i) determine or cause to be determined the amount of the deficiency in the Bond Fund (the "Deficiency") and (ii) immediately report and file a claim on behalf of the County with the Treasurer of the State of Indiana for an amount equal to the Deficiency.

Section 14. Defeasance of Bonds. If, when any of the Bonds issued hereunder shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the Bonds or any portion thereof for redemption shall have been given, and the whole amount of the principal and the interest and the premium, if any, so due and payable upon all of the Bonds or any portion thereof and coupons then outstanding shall be paid; or (i) sufficient moneys, or (ii) direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America, the principal of and the interest on which when due will provide sufficient moneys, shall be held in trust for such purpose, and provision shall also be made for paying all fees and expenses for the redemption, then and in that case the Bonds issued hereunder or any designated portion thereof shall no longer be deemed outstanding or entitled to the pledge of the taxes to be levied upon all taxable property in the County and the bondholders shall be entitled to look only to the trust for payment of the Bonds.

Section 15. Investments. The Bond Fund shall be deposited in and maintained as a separate account or accounts from all other accounts of the County. All moneys deposited in the Bond Fund shall be deposited, held and secured as public funds in accordance with the public depository laws of the State of Indiana; provided that moneys therein may be invested in obligations in accordance with the applicable laws, including particularly IC 5-13, as amended or supplemented, and in the event of such investment the income therefrom shall become a part of the Bond Fund and shall be used only as provided in this ordinance.

Section 16. Tax Covenants. In order to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as existing on the date of issuance of the Bonds (the "Code") and as an inducement to purchasers of the Bonds, the County represents, covenants and agrees that:

(a) The Projects will be available for use by members of the general public. Use by a member of the general public means use by natural persons not engaged in a trade or business. No person or entity other than the County or another state or local governmental unit will use more than 10% of the proceeds of the Bonds or property financed by the Bond proceeds other than as a member of the general public. No person or entity other than the County or another state or local governmental unit will own property financed by Bond proceeds or will have any actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, arrangements such as take-or-pay or output contracts or any other type of arrangement that conveys other special legal entitlements and differentiates that person's or entity's use of such property from use by the general public, unless such uses in the aggregate relate to no more

than 10% of the proceeds of the Bonds, as the case may be. If the County enters into a management contract for the Projects, the terms of the contract will comply with IRS Revenue Procedure 2017-13, as it may be amended, supplemented or superseded for time to time, so that the contract will not give rise to private business use under the Code and the Regulations, unless such use in aggregate relates to no more than 10% of the proceeds of the Bonds.

(b) No more than 10% of the principal of or interest on the Bonds is (under the terms of the Bonds, this ordinance or any underlying arrangement), directly or indirectly, secured by an interest in property used or to be used for any private business use or payments in respect of any private business use or payments in respect of such property or to be derived from payments (whether or not to the County) in respect of such property or borrowed money used or to be used for a private business use.

(c) No more than 5% of the Bond proceeds will be loaned to any person or entity other than another state or local governmental unit. No more than 5% of the Bond proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the Bond proceeds.

(d) The County reasonably expects, as of the date hereof, that the Bonds will not meet either the private business use test described in paragraphs (a) and (b) above or the private loan test described in paragraph (c) above during the entire term of the Bonds.

(e) No more than 5% of the proceeds of the Bonds will be attributable to private business use as described in (a) and private security or payments described in (b) attributable to unrelated or disproportionate private business use. For this purpose, the private business use test is applied by taking into account only use that is not related to any government use of proceeds of the issue (Unrelated Use) and use that is related but disproportionate to any governmental use of those proceeds (Disproportionate Use).

(f) The County will not take any action nor fail to take any action with respect to the Bonds that would result in the loss of the exclusion from gross income for federal tax purposes on the Bonds pursuant to Section 103 of the Code, nor will the County act in any other manner which would adversely affect such exclusion. The County covenants and agrees not to enter into any contracts or arrangements which would cause the Bonds to be treated as private activity bonds under Section 141 of the Code.

(g) It shall not be an event of default under this ordinance if the interest on any Bond is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code which is not currently in effect and in existence on the date of issuance of the Bonds.

(h) These covenants are based solely on current law in effect and in existence on the date of delivery of such Bonds.

(i) The County represents that it will rebate any arbitrage profits to the United States of America, to the extent required by the Code.

(j) The County represents that:

(i) The Bonds and the BANs are not private activity bonds as defined in Section 141 of the Code;

(ii) The County hereby designates the Bonds and the BANs as qualified tax-exempt obligations for purposes of Section 265(b) of the Code;

(iii) The reasonably anticipated amount of qualified tax-exempt obligations which will be issued by the County, and all entities subordinate to the County, during 2023 does not exceed Ten Million Dollars (\$10,000,000); and

(iv) The County will not designate more than Ten Million Dollars (\$10,000,000) of qualified tax-exempt obligations during 2023.

Therefore, the Bonds and the BANs qualify for the exception in the Code from the disallowance of 100% of the deduction by financial institutions of interest expense allocable to newly acquired tax-exempt obligations.

(k) The County hereby adopts the Post Issuance Compliance Policy for Tax Exempt Obligations (the "Compliance Policy") attached hereto as Exhibit B as the Compliance Policy of the County relating to post issuance compliance with applicable Code provisions concerning the Bonds.

Section 17. Contractual Nature of Ordinance. The provisions of this ordinance shall constitute a contract by and between the County and the owners of the Bonds and BANs herein authorized, and after the issuance of said Bonds or BANs, this ordinance shall not be repealed or amended in any respect which will adversely affect the rights of the owners of said Bonds or BANs nor shall the Council adopt any law, ordinance or resolution which in any way adversely affects the rights of such owners so long as any of said Bonds, BANs or the interest thereon remain unpaid. Except for the changes set forth in Section 18(a)-(f), this ordinance may be amended, however, without the consent of BAN or Bond owners, if the Council determines, in its sole discretion, that such amendment would not adversely affect the owners of the BANs or Bonds.

Section 18. Amendments with Consent of Bondholders. Subject to the terms and provisions contained in this section, and not otherwise, the owners of not less than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of the Bonds issued pursuant to this ordinance and then outstanding shall have the right, from time to time, anything contained in this ordinance to the contrary notwithstanding, to consent to and approve the adoption by the Council of such ordinance or ordinances supplemental hereto as shall be deemed necessary or desirable by the Council for the purpose of modifying, altering, amending, adding to or rescinding in any particular any of the terms or provisions contained in this ordinance, or in any supplemental ordinance; provided, however, that nothing herein contained shall permit or be construed as permitting:

- (a) An extension of the maturity of the principal of or interest on any Bond issued pursuant to this ordinance; or
- (b) A reduction in the principal amount of any Bond or the rate of interest thereon; or
- (c) The creation of a lien upon or a pledge of the *ad valorem* taxes ranking prior to the pledge thereof created by this ordinance; or
- (d) A preference or priority of any Bond or Bonds issued pursuant to this ordinance over any other Bond or Bonds issued pursuant to the provisions of this ordinance; or
- (e) A reduction in the aggregate principal amount of the Bonds required for consent to such supplemental ordinance; or
- (f) The extension of mandatory sinking fund redemption dates, if any.

If the owners of not less than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of the Bonds outstanding at the time of adoption of such supplemental ordinance shall have consented to and approved the adoption thereof by written instrument to be maintained on file in the office of the Auditor of the County, no owner of any Bond issued pursuant to this ordinance shall have any right to object to the adoption of such supplemental ordinance or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the County or its officers from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental ordinance pursuant to the provisions of this section, this ordinance shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this ordinance of the County and all owners of Bonds issued pursuant to the provisions of this ordinance then outstanding, shall thereafter be determined exercised and enforced in accordance with this ordinance, subject in all respects to such modifications and amendments. Notwithstanding anything contained in the foregoing provisions of this ordinance, the rights and obligations of the County and of the owners of the Bonds authorized by this ordinance, and the terms and provisions of the Bonds and this ordinance, or any supplemental ordinance, may be modified or altered in any respect with the consent of the County and the consent of the owners of all the Bonds issued pursuant to this ordinance then outstanding.

Excluding the changes set out in this Section 18(a)-(f), the County may amend this ordinance without bondholder consent if the County determines, in its sole discretion, that the amendment shall not adversely affect the rights of any of the owners of the Bonds.

Section 19. Issuance of BANs. The County, having satisfied all the statutory requirements for the issuance of its Bonds, may elect to issue its BAN or BANs to a financial institution or the Indiana Bond Bank pursuant to a Bond Anticipation Note Purchase Agreement (the “Bond Anticipation Note Agreement”) to be entered into between the County and the purchaser of the BAN or BANs. The Council hereby authorizes the issuance and execution of

the BAN or BANs in lieu of initially issuing Bonds to provide interim financing for the Projects until permanent financing becomes available. It shall not be necessary for the County to repeat the procedures for the issuance of its Bonds, as the procedures followed before the issuance of the BAN or BANs are for all purposes sufficient to authorize the issuance of the Bonds and the use of the proceeds to repay the BAN or BANs. The Board of Commissioners of the County and the Auditor are hereby authorized and directed to execute a Bond Anticipation Note Agreement in such form or substance as they shall approve acting upon the advice of counsel. The County Council President, the Board of Commissioners of the County and the Auditor may also take such other actions or deliver such other certificates as are necessary or desirable in connection with the issuance of the BANs or the Bonds and the other documents needed for the financing as they deem necessary or desirable in connection therewith.

Section 20. Tax Exemption. Notwithstanding any other provisions of this ordinance, the covenants and authorizations contained in this ordinance (the “Tax Sections”) which are designed to preserve the exclusion of interest on the Bonds and BANs from gross income under federal law (the “Tax Exemption”) need not be complied with if the County receives an opinion of nationally recognized bond counsel that any Tax Section is unnecessary to preserve the Tax Exemption.

Section 21. Debt Limit Not Exceeded. The County represents and covenants that the Bonds herein authorized, when combined with other outstanding indebtedness of the County at the time of issuance of the Bonds, will not exceed any applicable constitutional or statutory limitation on the County’s indebtedness.

Section 22. Continuing Disclosure. In order for the purchasers of the Bonds to comply with the SEC Rule, the County Council President, the Board of Commissioners and Auditor are each hereby authorized to execute and deliver an agreement by the County to comply with the requirements of a continuing disclosure undertaking by the County pursuant to subsection (b)(5) of the SEC Rule, and any amendments thereto from time to time (the “Continuing Disclosure Agreement”). The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement.

Section 23. Conflicting Ordinances. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 24. Severability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

Section 25. Effective Date. This ordinance shall be in full force and effect from and after its passage.

Adopted this 10<sup>th</sup> day of October, 2023.

**MONROE COUNTY COUNCIL, INDIANA**

***“Aye”***

***“Nay”***

---

Kate Wiltz, President

---

Kate Wiltz, President

---

Trent Deckard, President Pro Tempore

---

Trent Deckard, President Pro Tempore

---

Jennifer Crossley, Member

---

Jennifer Crossley, Member

---

Marty Hawk, Member

---

Marty Hawk, Member

---

Peter Iversen, Member

---

Peter Iversen, Member

---

Geoff McKim, Member

---

Geoff McKim, Member

---

Cheryl Munson, Member

---

Cheryl Munson, Member

(SEAL)

ATTEST:

---

Catherine Smith, Auditor, Monroe County, Indiana

## **EXHIBIT A**

### *Description of Projects*

The projects include but are not limited to (i) various building and office space improvements including furniture, carpeting, tile, office space/system renovations, new office systems, restroom improvements, computer improvements and audio/video equipment improvements; (ii) parking garage improvements including security and gate systems; (iii) Karst trail extension; (iv) 4 dump trucks; (v) bobcat UV; and (vi) Karst field turf; and all related improvements and the incidental expenses in connection with these projects.

## **EXHIBIT B**

### *Post Issuance Compliance Policy for Tax-Exempt Obligations*



## **MONROE COUNTY, INDIANA**

### **Post-Issuance Compliance Policy for Tax-Exempt Qualified Obligations**

#### **Statement of Purpose**

This Post-Issuance Compliance Policy (the “Policy”) sets forth specific policies of Monroe County, Indiana (the “Issuer”) designed to monitor post-issuance compliance of tax-exempt qualified obligations<sup>1</sup>, including the Issuer’s General Obligation Bonds, Series 2023 (the “Obligations”) issued by the Issuer with applicable provisions of the Internal Revenue Code of 1986, as amended (the “Code”), and regulations promulgated there under (the “Treasury Regulations”). The Policy documents existing practices and describes various procedures and systems designed to identify on a timely basis facts relevant to demonstrating compliance with the requirements that must be satisfied subsequent to the issuance of Obligations in order that the interest on such Obligations be, or continue to be, or would be but for certain provisions of the Code, excludable from gross income for federal income tax purposes. The Issuer recognizes that compliance with applicable provisions of the Code and Treasury Regulations is an on-going process, necessary during the entire term of the Obligations, and is an integral component of the Issuer’s debt management. Accordingly, the analysis of those facts and implementation of the Policy will require on-going monitoring and consultation with bond counsel.

This Policy also sets forth certain procedures in respect of assuring continued compliance by the Issuer with continuing disclosure obligations in respect of its outstanding Obligations under Rule 15c2-12 (17 CFR Part 240, §240.15c2-12) (“Rule 15c2-12”) promulgated by the Securities and Exchange Commission (the “SEC”) pursuant to the Securities and Exchange Act of 1934, as amended, together with all interpretive guidances or other official interpretations or explanations thereof that are promulgated by the SEC.

#### **Policy Components**

The Auditor (the “Fiscal Officer”) approves the terms and structure of Obligations executed by the Issuer, which Obligations are ultimately subject to the approval of the County Council of the Issuer. Such Obligations are issued in accordance with the provisions of the Code of the applicable State of Indiana code section. Specific post-issuance compliance procedures address the relevant areas described below. The following list is not intended to be exhaustive

<sup>1</sup> For purposes of the Policy, tax-exempt qualified obligations shall include (a) obligations the interest on which is excludable from gross income for federal income tax purposes pursuant to the Internal Revenue Code of 1986, as amended, and regulations there under (collectively, the “Code”) (“tax-exempt obligations”), and (b) obligations the interest on which is not excludable from gross income for federal income tax purposes, but federal law otherwise requires such obligations to satisfy requirements of the Code applicable to tax-exempt obligations. For example, Section 54AA of the Code, added by the American Recovery and Reinvestment Act of 2009, authorized the issuance of “Build America Bonds,” the interest on which is includible in gross income for federal income tax purposes, provided that (a) the interest on the bonds would, but for such Section 54AA, be excludable from gross income for federal tax purposes under Section 103 of the Code, (b) such bonds were issued before January 1, 2011, and (c) the Issuer made an irrevocable election to have Section 54AA apply. Accordingly, the Policy will apply to any Build America Bonds issued by the Issuer.

and further areas may be identified from time to time by the Fiscal Officer in consultation with bond counsel.

### **General Policies and Procedures**

The following policies relate to procedures and systems for monitoring post-issuance compliance generally.

- A. The Fiscal Officer shall be responsible for monitoring post-issuance compliance issues.
- B. The Fiscal Officer will coordinate procedures for record retention and review of such records.
- C. The Fiscal Officer will review post-issuance compliance procedures and systems on a periodic basis, but not less than annually.
- D. Electronic media will be the preferred method for storage of all documents and other records maintained by the Issuer. In maintaining such electronic storage, the Fiscal Officer will comply with applicable Internal Revenue Service (the “IRS”) requirements, such as those contained in Revenue Procedure 97-22.

### **Issuance of Obligations**

The following policies relate to the issuance of a specific issue of Obligations.

The Fiscal Officer will:

- A. Obtain and store a closing binder and/or CD or other electronic copy of the relevant and customary transaction documents.
- B. Confirm that bond counsel has filed the applicable information report (e.g., Form 8038-G, Form 8038-CP) for such issue with the IRS on a timely basis.
- C. Coordinate receipt and retention of relevant books and records with respect to the investment and expenditure of the proceeds of such Obligations with other applicable Issuer staff.

### **Arbitrage**

The following policies relate to the monitoring and calculating of arbitrage and compliance with specific arbitrage rules and regulations.

The Fiscal Officer will:

- A. Coordinate the tracking of expenditures, including the expenditure of any investment earnings, with other applicable Issuer staff.
- B. Obtain a computation of the yield on such issue from the Issuer's municipal advisor for such issuance or other outside arbitrage rebate specialist) and maintain a system for tracking investment earnings.
- C. Maintain a procedure for the allocation of proceeds of the issue and investment earnings to expenditures, including the reimbursement of pre-issuance expenditures.
- D. Coordinate with Issuer staff to monitor compliance by departments with the applicable "temporary period" (as defined in the Code and Treasury Regulations) exceptions for the expenditure of proceeds of the issue, and provide for yield restriction on the investment of such proceeds if such exceptions are not satisfied.
- E. Ensure that investments acquired with proceeds of such issue are purchased at fair market value. In determining whether an investment is purchased at fair market value, any applicable Treasury Regulation safe harbor may be used.
- F. Coordinate to avoid formal or informal creation of funds reasonably expected to be used to pay debt service on such issue without determining in advance whether such funds must be invested at a restricted yield.
- G. Consult with bond counsel prior to engaging in any post-issuance credit enhancement transactions.
- H. Identify situations in which compliance with applicable yield restrictions depends upon later investments and monitor implementation of any such restrictions.
- I. Monitor compliance of the Issuer with six-month, 18-month or 2-year spending exceptions to the rebate requirement, as applicable.
- J. Procure a timely computation of any rebate liability and, if rebate is due, to file a Form 8038-T and to arrange for payment of such rebate liability.
- K. Arrange for timely computation and payment of "yield reduction payments" (as such term is defined in the Code and Treasury Regulations), if applicable.
- L. In the case of any issue of refunding Obligations, coordinate with the Issuer's municipal advisor and any escrow agent to arrange for the purchase of the refunding escrow securities, obtain a computation of the yield on such escrow securities from Treasury's external source and monitor compliance with applicable yield restrictions.

## **Private Activity Concerns**

The following policies relate to the monitoring and tracking of private uses and private payments with respect to facilities financed with the Obligations.

The Fiscal Officer will:

- A. Coordinate with staff to maintain records determining and tracking facilities financed with specific Obligations and in what amounts.
- B. Coordinate with applicable staff to maintain records, which should be consistent with those used for arbitrage purposes, to allocate the proceeds of an issue and investment earnings to expenditures, including the reimbursement of pre-issuance expenditures.
- C. Coordinate with applicable staff to maintain records allocating to a project financed with Obligations any funds from other sources that will be used for otherwise non-qualifying costs.
- D. Coordinate with staff to monitor the expenditure of proceeds of an issue and investment earnings for qualifying costs.
- E. Coordinate with applicable staff to monitor private use of financed facilities to ensure compliance with applicable percentage limitations on such use. Such monitoring should include the following:
  - 1. Procedures to review the amount of existing private use on a periodic basis; and
  - 2. Procedures for identifying in advance any new sale, lease or license, management contract, sponsored research arrangement, or other arrangement involving private use of financed facilities and for obtaining copies of any sale agreement, lease, license, management contract, research arrangement or other arrangement for review by bond counsel.
- F. Consult with bond counsel as to any possible private use of financed facilities.

## **Reissuance**

The following policies relate to compliance with rules and regulations regarding the reissuance of Obligations for federal law purposes.

The Fiscal Officer will:

- A. Identify and consult with bond counsel regarding any post-issuance change to any terms of an issue of Obligations which could potentially be treated as a reissuance for federal tax purposes.
- B. Confirm with bond counsel whether any “remedial action” in connection with a “change in use” (as such terms are defined in the Code and Treasury Regulations) would be treated as a reissuance for tax purposes and, if so, confirm the filing of any new Form 8038-G.

## **Record Retention**

The following policies relate to retention of records relating to the Obligations issued.

The Fiscal Officer will:

- A. Coordinate with staff regarding the records to be maintained by the Issuer to establish and ensure that an issue remains in compliance with applicable federal tax requirements for the life of such issue.
- B. Coordinate with staff to comply with provisions imposing specific recordkeeping requirements and cause compliance with such provisions, where applicable.
- C. Coordinate with staff to generally maintain the following:
  - 1. Basic records relating to the transaction (e.g., any non-arbitrage certificate, net revenue estimates and the bond counsel opinion);
  - 2. Documentation evidencing expenditure of proceeds of the issue;
  - 3. Documentation regarding the types of facilities financed with the proceeds of an issue, including, but not limited to, whether such facilities are land, buildings or equipment, economic life calculations and information regarding depreciation;
  - 4. Documentation evidencing use of financed property by public and private entities (e.g., copies of management contracts and research agreements);
  - 5. Documentation evidencing all sources of payment or security for the issue; and
  - 6. Documentation pertaining to any investment of proceeds of the issue (including the purchase and sale of securities, SLGs subscriptions, yield calculations for each class of investments, actual investment income received by the investment of proceeds, guaranteed investment contracts, and rebate calculations).

- D. Coordinate the retention of all records in a manner that ensures their complete access to the IRS. While this is typically accomplished through the maintenance of hard copies, records may be kept in electronic format so long as applicable requirements, such as Revenue Procedure 97-22, are satisfied.
- E. Keep all material records for so long as the issue is outstanding (including any refunding), plus eleven years.

### **Continuing Disclosure**

The Fiscal Officer shall determine with respect to each outstanding Obligation the applicability of Rule 15c2-12 to such Obligation. The Fiscal Officer shall periodically determine whether all required filings under any continuing disclosure agreements for Obligations covered by Rule 15c2-12 have been filed with the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access System (“EMMA”), but in any event no less than semiannually. The Fiscal Officer shall assure that timely filings are made to the EMMA of all required filings including, specifically, annual financial information and disclosure of certain events in respect of Obligations subject to Rule 15c2-12, all in accordance with the applicable continuing disclosure agreement for such Obligations.

ORDINANCE NO. 2023-35

APPROPRIATION ORDINANCE  
MONROE COUNTY, INDIANA

WHEREAS, the County Council of Monroe County, Indiana (the “County”), has determined to construct and acquire certain public improvement projects located in the County (collectively, the “Projects”), all as described in an ordinance adopted by the County Council of the County (the “Council”) on October 10, 2023; and

WHEREAS, the Council has determined that the estimated cost of the Projects, and the incidental expenses necessary to be incurred in connection with the Projects and with the issuance of bonds and, if necessary, bond anticipation notes (the “BANs”), to finance the Projects, will be in an amount not to exceed Three Million One Hundred Thousand Dollars (\$3,100,000); and

WHEREAS, the Council has determined to issue bonds and, if necessary, BANs, to fund the costs of the Projects in an aggregate amount not to exceed Three Million One Hundred Thousand Dollars (\$3,100,000); and

WHEREAS, there has been published a notice of a public hearing on the appropriation of the proceeds of the bonds and, if necessary, BANs, to be held on this date; the hearing has been held and the Council has considered the evidence presented at the hearing; and

WHEREAS, the Council now finds that the County does not have sufficient funds available or provided for in the existing budget and tax levy to fund the cost of the Projects;

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

Section 1. The Council finds that all proceedings required before appropriation of the proceeds of the bonds and, if necessary, BANs, have been accomplished and completed.

Section 2. For the purpose of paying the costs of the Projects, and incidental expenses necessary to be incurred with the Projects and the bonds and, if necessary, BANs, an amount not to exceed Three Million One Hundred Thousand Dollars (\$3,100,000) shall be appropriated from the proceeds of the bonds and, if necessary, BANs.

Section 3. The Auditor is directed to submit and certify this ordinance and the related proceedings to the Department of Local Government Finance in accordance with Indiana Code 6-1.1-18-5.

Section 4. This ordinance shall be in full force and effect from and after its passage.

Adopted this 10<sup>th</sup> day of October, 2023.

**MONROE COUNTY COUNCIL, INDIANA**

***“Aye”***

***“Nay”***

---

Kate Wiltz, President

---

Kate Wiltz, President

---

Trent Deckard, President Pro Tempore

---

Trent Deckard, President Pro Tempore

---

Jennifer Crossley, Member

---

Jennifer Crossley, Member

---

Marty Hawk, Member

---

Marty Hawk, Member

---

Peter Iversen, Member

---

Peter Iversen, Member

---

Geoff McKim, Member

---

Geoff McKim, Member

---

Cheryl Munson, Member

---

Cheryl Munson, Member

**ATTEST:**

---

Catherine Smith, Auditor  
Monroe County, Indiana

---

Date



# Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Commissioner's Office

MEETING DATE REQUESTED (Tentative):

Request Presenter(s): Richard Crider

Phone: 812-803-6331

Was the Council Liaison notified prior to submitting this Agenda Request: No

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

☐ Creation of Account Line(s) and/or ☒ Additional Appropriation(s)

Fund Name: Special Purpose LIT

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment Effective Date of Amendment:

☐ De-Appropriation of Account Lines

Fund Name:

☐ Other (Specify)

**Narrative:** Give a DETAILED SUMMARY explanation for the request (purpose, action needed, etc.).

On, 5/6/21, an order was submitted on behalf of the Monroe County Commissioners and Youth Services Bureau in the amount of \$59,820.80 for a 12-14 passenger transit bus with lift to replace the 2003 model year bus still in use. In late 2022, I was notified that the order would not be fulfilled citing inventory and supply chain issues.

After weeks of searching for both electric and gasoline options, a comparable replacement in size and function has been located. It is gasoline powered. The purchase price is \$124,600. The fund currently has \$75,000 appropriated. An additional \$50,000 will cover the purchase price, decals, plus plates and registration.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: [councilrequests@co.monroe.in.us](mailto:councilrequests@co.monroe.in.us)

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.

***Council recommends making ANY In-House and/or Category Transfers PRIOR to requesting additional appropriations.***

MEETING DATE REQUESTED *(Tentative)*:

<b>Fund Number:</b>	1114	<b>Location Number:</b>	
---------------------	------	-------------------------	--

Location Number:

**Contact the Council Administrator (Ext. 2516) for new numbers and/or clarification on account numbers.**

54

Fund Cash Balance as of 9/22/22: \$6,040,149.93		Acct	Acct Desc	Carry Forward	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
-	Fund : 1114											
-	Loc : 0068											
-	Loc Desc : County Commissioners											
	1114	36003	Utilities	0.00	20,000.00	0.00	0.00	20,000.00	19,230.42	769.58	0.00	3.85%
	1114	40004	Buildings	0.00	10,000.00	0.00	0.00	10,000.00	7,208.48	2,791.52	0.00	27.92%
	1114	41104	Vehicle Purchase	0.00	75,000.00	0.00	0.00	75,000.00	0.00	75,000.00	0.00	100.00%
				0.00	105,000.00	0.00	0.00	105,000.00	26,438.90	78,561.10	0.00	74.82%
				0.00	105,000.00	0.00	0.00	105,000.00	26,438.90	78,561.10	0.00	74.82%
				0.00	105,000.00	0.00	0.00	105,000.00	26,438.90	78,561.10	0.00	74.82%

**Intent to Purchase, HOLD Agreement**  
(Not a binding contract)



**Model 1 Commercial Vehicles, Inc.**  
57475 County Rd 3  
Elkhart, IN 46517

Phone: (574) 343-1050  
Fax: (909) 993-5766  
model1.com

Date:	June 21, 2023	Unit #(s):	1716785
Customer Name:	Monro County Indiana		
Contact:	Richard Crider	Phone:	812-325-4341
Address:	100 W Kirkwood Ave, Courthouse, 3rd Floor	Fax:	
City, State, Zip:	Bloomington, IN 47404	E-Mail:	rcrider@co.monroe.in.us
Customer ID:		Salesperson:	Joe Craig
Ship To Address:	Attn: Richard Crider - Monro County Indiana - 100 W Kirkwood Ave, Courthouse, 3rd Floor		
Ship To Address Cont'd:	Bloomington, IN 47404		
Ship To Phone:	812-325-4341	Ship To Email:	rcrider@co.monroe.in.us
Finance Source:		Contact:	
Address:		Phone:	
City, State, Zip:		County:	
Description of Vehicle:	New 2023 Starcraft Allstar Wheelchair-Accessible Shuttle Bus		
	Built on new 2022 Chevy G3500 Cutaway Chassis, 12300 GVWR, 159"WB, 6.6L Gas		
	32 GALLON FUEL TANK MIDSHIP - OEM DRIVER'S SEAT W/ POWER SEAT BASE - OEM AM/FM/MP3 RADIO		
	Starcraft Bumper-to-Bumper Warranty: 5 Years / 100,000 Miles		
VIN #:	1HA3GSB70NN008815		
Engine Type:	Gas	FOB Terms:	Shipping
Number of Passengers:	14	Wheelchair Positions:	2
Estimated Delivery Date:	August 1, 2023	Payment Terms:	Net 30
		Unit Price	\$ 123,950.00
		Delivery	\$ 500.00
Possession State:	IN	Incentive (Non-Taxable)	\$ -
		Rebates (Taxable)	\$ -
		Doc Prep Fee (Taxable)	\$ 150.00
		Base Selling Price	\$ 124,600.00
		Total Taxable Amount	\$ 124,600.00
		Sales Tax* (Estimated)	\$ -
0.000%	IN - _Exempt-US Gov't		\$ -
Notes:			\$ -
* The tax and fees reflected on this agreement are based on the regulations applicable at the time of drafting this contract. The actual amounts due will be based on the regulations applicable at the time title for each vehicle transfer.			\$ -
Sales tax estimate is calculated based on the location in which the customer registers the vehicle.		DMV Fees* (Estimated)	\$ -
All rebates and incentives will be signed over to Model 1 Commercial Vehicles, Inc.		DMV Electronic Filing Fee	\$ -
California State Tire Fee of \$1.75 per tire applies to all new vehicle purchase or leases.		Tire Fee	\$ -
		Fees Sub-Total	\$ -
		Total Price Per Unit	\$ 124,600.00
		Quantity	1
		Contract Total	\$ 124,600.00
		0.00	
		Customer Net Trade	\$ -
		Customer Deposit	\$ -
			\$ -
		Balance Due	\$ 124,600.00

**Remit To: PO Box 713176, Chicago, IL 60677-0376**

# 2021 Quote + Purchase Agreement

## QPA 44253 / MOTOR VEHICLE(S) PURCHASE AGREEMENT

**SELLER:** Midwest Transit Equipment Inc.  
4500 S. Indianapolis Rd.  
Whitestown, IN 46075

Joe Kizinski / Regional Commercial Sales Manager  
574-612-4063  
joe.kizinski@midwesttransit.com

**GRANT RECIPIENT / PURCHASER:**

Monroe County Commissioners  
100 W. Kirkwood Ave., 3rd Floor  
Bloomington, IN 47404  
Julie Thomas

Julie Thomas  
President  
812-349-2550

By signing this purchase agreement, I confirm the Title, License & Registration, FIN (Ford Fleet Identification Number for Transit Buses only) and Lienholder details as defined on the Order Information page of this agreement. I also confirm and accept the Equipment Options defined on the included Price Form(s), as well as the Floor Plan(s) and Standard Equipment defined in following the pages of this Purchase Agreement. Please enter my order for vehicle(s) summarized

	Unt Price	Qty	Extended
Medium Transit 12+2 or 13+1 or 14+0 / 23' 9"	\$59,820.80	1	\$59,820.80
<b>GRAND TOTAL PURCHASE AMOUNT</b>		<b>1</b>	<b>\$59,820.80</b>

Payment terms are net 35 days upon delivery acceptance. **For payment received over 35 days from delivery acceptance, a 1.8% per month service charge will be added.** All manufactures discounts, GPC (Government Price Concession) and Mobility Rebate have been taken and applied to obtain the agreed upon price above. This price does not include applicable sales tax, license, registration or Doc fees, insurance, maintenance or drivers. These are the responsibility of the purchaser.

All warranties, if any, by a manufacturer or supplier other than seller are theirs, not seller's and only such manufacturer or other supplier shall be liable for performance under such warranties, unless seller furnishes buyer with a separate written warranty or service contract made by seller on its own behalf, seller hereby disclaims all warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose on all goods and services sold by seller.

The pages of this order and following QPA 44253 Price Form(s) comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read the matter printed on the second page and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, and hereby acknowledge receipt of a copy of this order.

**THIS ORDER IS A BINDING CONTRACT AND IS NON-CANCELABLE**

**Monroe County Commissioners**

ACCEPTED BY GRANT RECIPIENT / PURCHASER

PURCHASER SIGNATURE

**Julie**

**Julie Thomas**

PRINT NAME

**Thomas**

**President**

TITLE

Digitally signed by Julie Thomas  
DN: cn=Julie Thomas, o=Monroe  
County Government, ou=Board  
of Commissioners,  
email=commissionersoffice@co.  
monroe.in.us, c=US  
Date: 2021.05.13 09:55:28 -04'00'

**Midwest Transit Equipment, Inc.**

ACCEPTED BY

SELLER'S AUTHORIZED REPRESENTATIVE

**Joe Kizinski**

PRINT NAME

**Regional Commercial Sales Manager**

TITLE

**5/6/21**

DATE

## MOTOR VEHICLE(S) PURCHASE AGREEMENT - CONTINUED

**MOTOR VEHICLES**  
ADDITIONAL TERMS AND CONDITIONS

1. As used in this order the Terms (a) "Seller" shall mean the Seller to whom this order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this order as such on the face hereof, and (c) "Manufacturer" shall mean the corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Seller that Seller is in no respect the agent of Manufacturer, that Seller and Purchaser are the sole parties to this order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Seller and Manufacturer with respect to new motor vehicles.
2. Seller shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Seller.
3. The price for the motor vehicle specified on the face of this order includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State, or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this order, regardless of which party may have primary tax liability therefore.
4. **FACTORY WARRANTY:** All warranties are Manufacturers factory warranties as defined in QPA 44253 technical specifications. Warranty information is available upon request and is detailed in documents titled "Warranty QPA 44253 Transit Buses" and "Warranty QPA 44253 Low Floor Minivans". Any warranty on any new vehicle or used vehicle still subject to a Manufacturer's warranty is that made by the Manufacturer only. The Seller hereby disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose.
5. Purchaser shall not be entitled to recover from seller any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.
6. The purchaser, before or at the time of delivery of the motor vehicle covered by this order will execute such forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this order.
7. Per QPA 44253, the purchaser agrees to take possession of equipment and pay in full within 35 days of delivery acceptance. **For payment received over 35 days from delivery acceptance, a 1.8% per month service charge will be added.**

Terms and conditions read, understood and agreed to by:

PURCHASER SIGNATURE

DATE \_\_\_\_\_

Julie Thomas

PRINT NAME



## QPA # 44253 Transit Bus & Low Floor Mini Van / Order Information

Midwest Transit Equipment, Inc.  
4500 S. Indianapolis Road  
Whitestown, Indiana 46075

Joe Kizinski / Regional Sales Manager  
574-612-4063  
[joe.kizinski@midwesttransit.com](mailto:joe.kizinski@midwesttransit.com)

5/6/21 Project Non CDL ADA Compliant Bus

	Grant Recipient / Purchaser / Title Holder
Entity Name	Monroe County Commissioners
Address	100 W. Kirkwood Ave., 3rd Floor
City, State ZIP	Bloomington, IN 47404
Officer/Key Manager	Julie Thomas
Title	President
Phone	812-349-2550
Email	jthomas@co.monroe.in.us

	Delivery Address Pick Up Contact
Entity Name	Youth Services Bureau of Monroe County
Address	615 S Adams St
City, State ZIP	Bloomington, IN 47403
Delivery Contact	Vanessa Schmidt
Title	Program Coordinator
Phone	812-349-2539
Email	vschmidt@co.monroe.in.us

	License & Registration
Entity Name	Monroe County Commissioners
Address	100 W. Kirkwood Ave., 3rd Floor
City, State ZIP	Bloomington, IN 47404

Sub-Recipient / Transit Operator
NA
NA
NA
NA
NA
NA
NA

Transit System Name if Applicable
NA
NA
NA

PO Issuer (see blue notes below)
NA
NA
NA

Lien Holder
NA
NA
NA

FIN QK020 Provide your 5 character Ford Fleet Identification Number (FIN) if known (Example XY123)



## QPA # 44253 PRICE FORM TRANSIT BUSES

**Year 1 Pricing**  
Expires 08/14/2021

Click on yellow cells to enter information

Customer	Monroe County Commissioners		
Project	Non CDL ADA Compliant Bus		
Vehicle	Medium Transit 12+2 or 13+1 or 14+0 / 23' 9"	Date	5/6/21

Midwest Transit Equipment, Inc.  
4500 S. Indianapolis Road  
Whitestown, Indiana 46075  
Joe Kizinski / Regional Sales Manager  
574-612-4063  
[joe.kizinski@midwesttransit.com](mailto:joe.kizinski@midwesttransit.com)

For Options QTY, Only Enter For  
1 Vehicle In Bold QTY Column

Enter Quantity of Vehicles Here  
Grand Total Order Price is Shown Below

1
---

Option	QTY	Base Vehicle Descriptions / See Specifications & Standard Equipment PDF's for Items Included in Base Price	PRICE	EXTENDED
4	1	Medium Transit Vehicle / 285" / 12 Ambulatory & 2 Wheelchair / Non CDL / Adds 15" to Base Medium 23' 9" Bumper to Bumper / Ford E450 / MY2022 / 14,500 GVWR / WB 158" Includes \$1607 QPA Deduct from Large to Medium	\$58,912.00	\$58,912.00
<b>Optional Equipment / Adds To or Replaces Applicable Base Vehicle Standard Equipment</b>				
21	1	Egress - Emergency Exit Window In Lieu of Standard Rear Emergency Door	\$ (200.00)	(\$200.00)
71	4	Seating - Arm Rest / Moveable / 2 per Flip Seat / Aisle side only are standard on fixed seats	\$ 25.00	\$ 100.00
79	2	Seating - Flip Seat / Single Passenger	\$ 450.00	\$900.00
<b>Delivery</b>				
102	68	Delivery charge if not picked up from 4500 S. Indianapolis Road, Whitestown, IN 46075: \$1.60 per mile. Per Google Maps, enter ONE WAY miles in yellow cell to left. No Charge within Marion County.	\$ 1.60	\$108.80
<b>SUBTOTAL PER VEHICLE</b>				\$59,820.80
<b>VEHICLE QUANTITY</b>				1
<b>ORDER GRAND TOTAL</b>				\$59,820.80





## QPA 44253 MEDIUM TRANSIT VEHICLE / 285" BODY 12 PASSENGERS + 2 WHEELCHAIRS

### CHASSIS SPECIFICATIONS

- Ford E450 Super Duty Chassis
- 7.3L V8 Gasoline Engine, 350 Hp
- 6 Speed Automatic Over Drive Transmission
- 14,500 # GVWR
- Mor/Ryde Rear Suspension
- Front And Rear Stabilizer Bar
- 158" Wheelbase
- 6 LT225/75R16D Radial Tires
- Alignment With Castor Camber Kit
- Power Disc Brakes, Antilock
- Power Steering With Tilt Feature
- Cruise Control
- 210 Amp Alternator
- Dual 750 CCA Batteries (1500 Total), 1 Underhood & 1 Skirt Mounted In Slideout Tray
- 55 Gallon Fuel Tank
- HD Cooling Package
- Block Heater
- Street Side Exhaust
- Tinted Glass
- Interior Hood Release
- Intermittent Wipers
- Drivers Air Bag
- Gauges: Fuel, Temp, Oil Presser, Voltmeter
- Chrome Front Bumper And Grille Accent
- Dash Heat / Defrost / Air Conditioning

### BODY SPECIFICATIONS

#### FEATURES EXTERIOR

- Bright White Body And Cab
- Rubberized Rear Help Style Bumper
- Front And Rear Mud Flaps
- Rear Tow Hooks
- Unitized Steel Cage Construction, FRP Walls, Roof, Front & Rear Caps
- Complete Body Undercoating Excluding Chassis
- Exterior Mirrors With Convex, Heated/Remote
- Driver'S Diamond Plate Running Board

#### DOORS AND WINDOWS

- Dark Tint Top T-Slider Side Windows
- Emergency Side Windows
- Rear Emergency Door With 2 Windows, Gas Strut Hold Open, Door Ajar Alarm (Light & Buzzer), Lock Alarm (Light & Buzzer Independent Of Door Ajar Alarm)
- Electric Entrance Door With Full Tempered Glass
- Large Viewing Window / Front Of Entrance Door

#### ELECTRICAL EXTERIOR

- LED ICC Lighting Marker Lights
- LED Round Sealed Tail, Stop And Backup Lights
- LED License Plate Light
- Lights Meet Federal And State Requirements
- Reverse Alarm
- LED High Mount Center Brake Light
- LED Mid Ship Turn/Marker Lights
- LED 4" Rear Amber Flashers With Lighted Switch
- LED Hooded Light At Entrance Door

#### FEATURES INTERIOR

- Safety Stanchion Entrance
- Entrance Assist Hand Rails, Left & Right Of Step Well
- Drivers Control Console Within Driver Reach
- Entrance & Driver Modesty Panels
- Single Overhead Handrail (Driver'S Side)
- Overhead Driver Storage With Lock
- Gray FRP Walls And Ceiling

#### ELECTRICAL INTERIOR

- LED Entrance Step Well Lights
- LED Driver Courtesy Light
- LED Passenger Courtesy Lights

#### CLIMATE CONTROL

- 65,000 Btu Floor Heater
- 70,000 Btu Rear Air Conditioner W/Dual Compressors
- EPDM Heater Hoses

#### FLOORING

- Grey Gerflor Transit Grade Anti-Slip Flooring
- Yellow Safety Step Nosing
- ¾" Marine Grade Plywood Sub Floor
- Aluminum Belly Pan
- Wheel Wells

#### SEATS

- Track Seating
- Freedman Shield High Back Reclining Drivers Seat W/RH Arm Rest, Lumbar Support, Vinyl Covered
- 5 Mid High Back Two Passenger Seats
- 1 Two Passenger Fold A Way Seat Over Streetside Wheelwell
- 6 Aisle Side Seat Back Assist Rails
- 6 Aisle Side Flip Armrest
- 12 Lap Retractable Seat Belts
- 2 Seat Belt Extenders 12"

#### PARATRANSIT EQUIPMENT

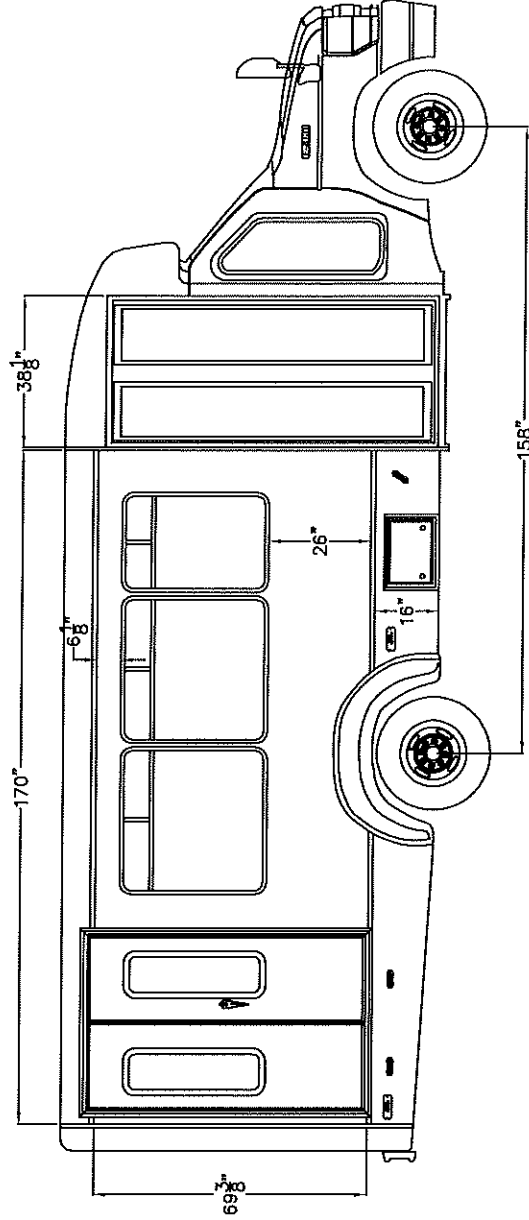
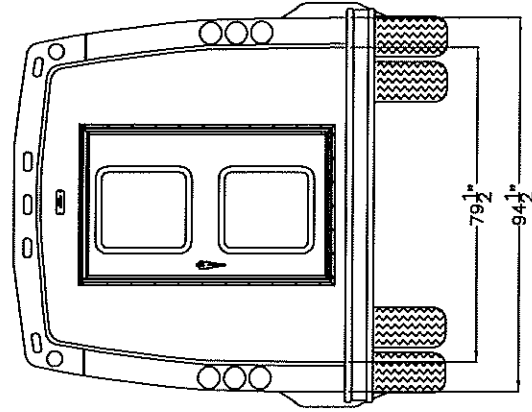
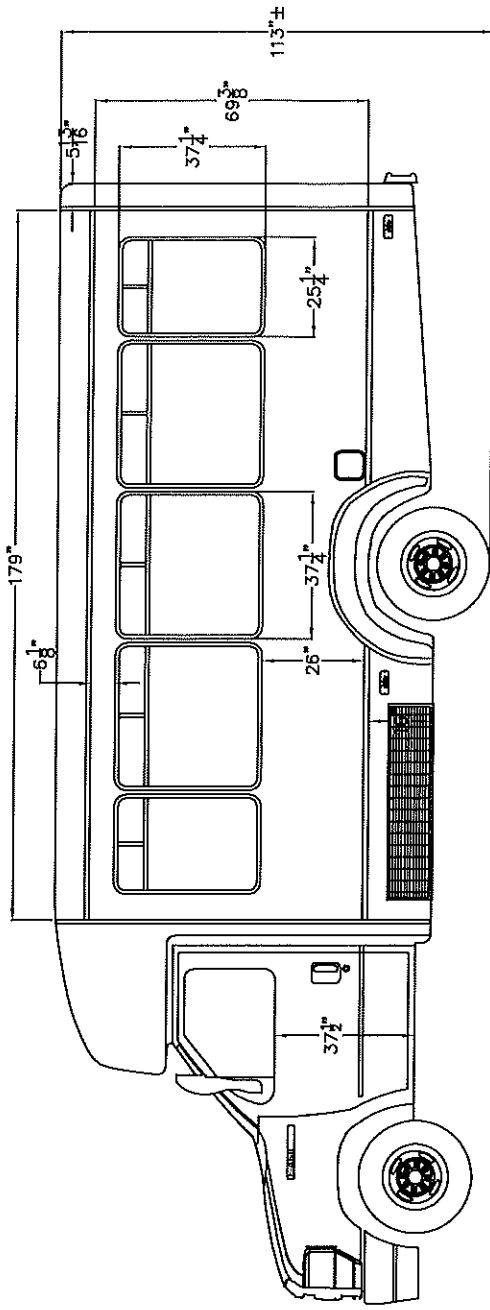
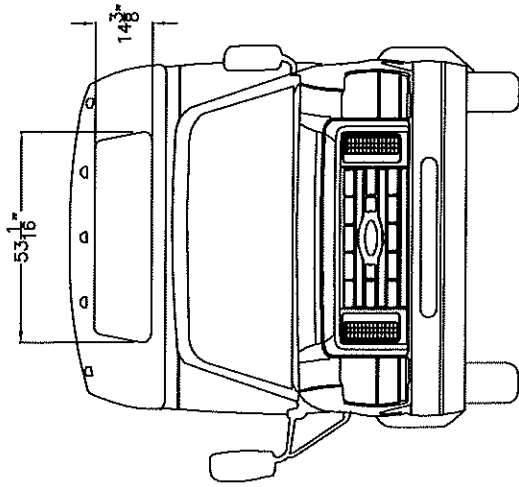
- Dual Panel Lift Doors With Hold Open Latches
- Braun Century Wheelchair Lift, 1,000 # Capacity
- Interlock System With Fast Idle Feature
- 2 Sets WC18 Q-Straint Wheelchair Passenger Securement System Q-10007 Deluxe For L Track With Q8-6326-A1 Retractable Lap & Shoulder Belt With Height Adjuster
- 2 Belt Storage Pouches
- 8 Webbing Loops
- Priority Seating Decals
- LED Interior & Exterior Lift Lights

#### MISCELLANEOUS


- Backup Camera w/ 7" Diagonal Monitor In Rearview Mirror
- Safety Equipment: 5# Fire Extinguisher, Triangle Reflectors, First Aid Kit, Body Fluid Kit, Belt Cutter
- AM / FM / Bluetooth / Radio / 6 Speakers
- Spare Tire And Wheel Shipped Loose
- Streetside Exhaust
- Interior Height Decal



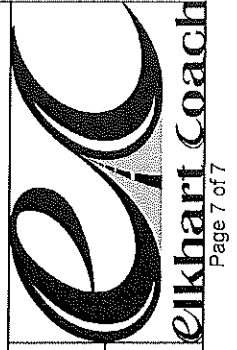
REV	DATE	BY	DESCRIPTION	REV	DATE	BY	DESCRIPTION	REV	DATE	BY	DESCRIPTION
-	-	-	-	-	-	-	-	-	-	-	-



DO NOT SCALE										57490 County Road 3 Elkhart, IN 46517 (574) 327-2700 A DIVISION OF FOREST RIVER										REV <b>A</b>									
DESCRIPTION										Elevation, Rear Lift, Std Floor 158-285										PART NUMBER									
W.I. NUMBER										DATE: 7-9-12										SHEET 1 OF 1									
SCALE: N.T.S.										REFERENCE: NUMBER										DRAWN BY: NPM									
THIS DOCUMENT AND THE INFORMATION CONTAINED HEREIN ARE THE EXCLUSIVE PROPERTY OF ELKHART COACH. IT SHALL NOT BE COPIED OR REPRODUCED IN ANY MANNER, NOR SHALL IT BE SUBMITTED TO ANY OTHER PARTY WITHOUT OUR WRITTEN CONSENT. IT IS LOANED FOR USE WITHIN THE SPECIFIC PROJECT AND UNDER CONTRACT WITH, OR PROPOSALS SUBMITTED TO ELKHART COACH.										TOLERANCES UNLESS OTHERWISE SPECIFIED ARE: FLOORPLANS ±1/2" ALL STRUCTURAL ±1/8" ANGLE ±1°										CHECKED BY:									
SIZE <b>A</b>										Rear Lift																			

**Elkhart Coach**

Page 7 of 7



Gas \$124,600

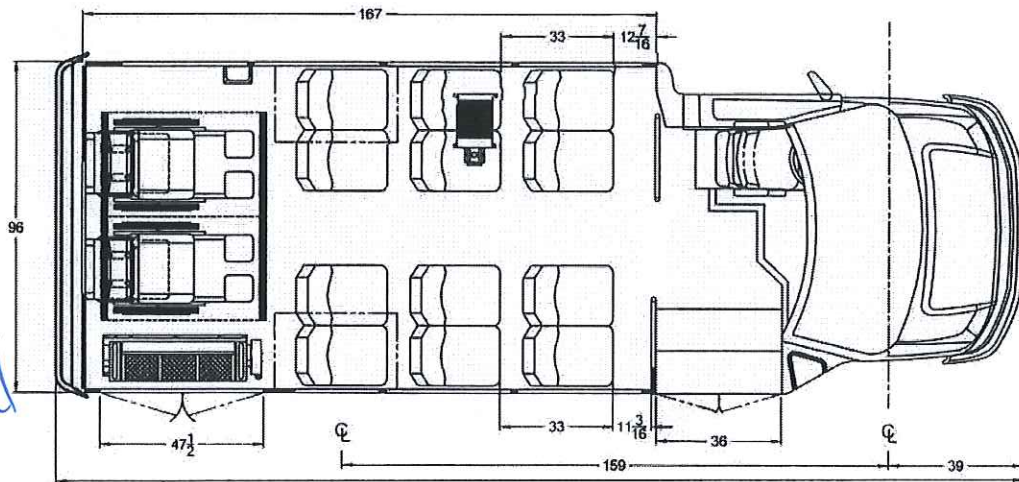


Creative Bus Sales  
THE NATION'S LARGEST BUS DEALER SINCE 1980

**STARCRAFT  
BUS SALES**

2023 Starcraft Allstar 22'

# Specification Proposal



fund  
11/4  
need additional

Joe Craig – Commercial Sales  
[joec@starcraftbussales.com](mailto:joec@starcraftbussales.com)

574-361-3516

[CreativeBusSales.com](http://CreativeBusSales.com)

Length:	22'
Wheelbase:	159"
Chassis:	Chevy G3500
Engine:	6.6L Gas
GVWR:	12,500 lb.
Overall Width:	96"
Overall Height:	116"
Interior Width:	93"
Interior Height:	80"
Ground To Int. Floor:	30"
Ground To 1st Step:	12"
Step Riser:	9"
Step Tread:	11.5"
Step Width:	35.75"
Entry Door Clear Opening With LH Vertical Grab Rail:	31"



## Specifications

### Chassis

- 2022 Chevy G-3500 Cutaway Chassis
- Engine: 6.6L V-8

### Exterior

- Exterior Color: white
- 159" wheelbase
- Fully welded steel cage construction meeting all applicable FMVSS requirements
- "Starview" driver's visibility window in front of entry door
- Electric actuated 36" passenger entry door with full length glass
- 36" wide x 36" high upper double T-Slider tempered safety glass windows with climate control tint
- Rear mud flaps
- Pre-painted white aluminum side, skirts
- Fiberglass front and rear caps
- One-piece seamless FRP (fiberglass reinforced plastic) roof
- Breakaway rearview mirrors with built-in convex

### Interior

- 93" interior width
- 80" interior floor to ceiling height (raised floor is 75")
- Floor and wall seat track for flexible seating
- 5/8" exterior grade plywood flooring
- Ceiling and rear wall fabric for sound abatement
- White step nosing
- Printed circuit board with automotive type fuses and LED trouble shooting lights
- Driver Area: Grey padded vinyl
- Walls and Ceiling: Grey padded vinyl
- Flooring: Gerflor Sirius Graphite Grey
- Ceiling grab rail on street side
- 1 1/4" dual entry grab rails parallel to entrance steps (both sides)
- Driver seat storage in cab overhead
- Stanchion and modesty panel behind driver

### A/C and Heat

- A/C System: TA733 Super 68K Dual Compressor
- Heater: 65K BTU floor mounted, 3 speed low profile OK side sliders

### Lighting

- Door activated interior lights
- Surface mound LED entry door exterior light
- Sealed LED stop, tail, and turn signal lights with LED back-up lights
- LED front and rear marker lights
- LED entry door step well lights
- LED driver and passenger area lighting

### Electrical

- 240 AMP OEM alternator
- Intermotive Flex Tech Electrical System

### Audio/Visual

- Deluxe AM/FM/CD with clock & 4 speakers PA ready
- Rosco back-up camera system w/ 7" rearview monitor/mirror combo

### Wheelchair Accessibility

- 34" x 54" Braun wheelchair lift located in the rear of the unit
- Intermotive Gateway Transit Fast Idle with lift interlock
- Wheelchair door upfit package

### Accessories

- Manual Q' Straint securement kit (2)
- Priority seating sign \*\*Required for ADA Compliance\*\*
- Wheelchair decal (international symbol of accessibility) each



<b>Safety</b>	<ul style="list-style-type: none"><li>• Back-up alarm SAE type C 97 db(A)</li></ul>
<b>Passenger Seating Options</b>	<ul style="list-style-type: none"><li>• 12 Passenger, 2 Wheelchair</li><li>• 13 Passenger, 1 Wheelchair</li><li>• 14 Passenger, 0 Wheelchair</li></ul>
<b>Seating</b>	<ul style="list-style-type: none"><li>• Passenger Seating: Mid high double seats (6)<ul style="list-style-type: none"><li>– Seat Fabric: Level 6 Duratex Jordan Blue</li><li>– Handi Flip, single seat (2)</li><li>– Seat belt, non-retractable (14)</li><li>– Seat belt loop (14)</li><li>– Antivandal rigid grab handle on aisle seats (6)</li></ul></li><li>• Driver Seating: SHIELD FC Recliner, RH Arm, 4 Position Lumbar, Mesh Pocket<ul style="list-style-type: none"><li>– Driver Seat Cover: Level 6 Duratex Jordan Blue Cloth</li></ul></li></ul>

## Warranty

<b>Starcraft Warranty</b>	<ul style="list-style-type: none"><li>• Starcraft 5 Year/100,000 Miles</li></ul>
<b>Chevy Warranty</b>	<ul style="list-style-type: none"><li>• Bumper to Bumper: 3 Year/36,000 Miles</li><li>• Powertrain: 5 Year/60,000 Miles</li></ul>

All vehicles come with warranty, but Creative Bus Sales offers more value without the added cost. Our coverage and support comes with each of our new buses — *standard*.

- **We Process All The Warranty Registrations** - We register all of your bus parts for you, no more pesky warranty cards to fill out. This includes *all* parts, wheelchair lift, electronics, HVAC, etc.
- **We Handle All The Paperwork** - We administer and coordinate any warranty work. You make one call to our warranty department, and they take it from there.
- **Repair Facilities Near You** - When warranty work is needed, we use service repair facilities near the bus location. We have over 3200 authorized centers and growing. You will never have to drive far to get repairs completed.
- **No More Claim Forms** - Creative Bus handles all parts of the claim process, you will have no out of pocket expenses, no reimbursements, and the service facility will be paid directly by us.
- **Longer Warranty Period** - We have negotiated extended periods for the units we sell. Unprecedented 60 month/100,000 mile bumper-to-bumper warranty on the Starcraft bus upfit.

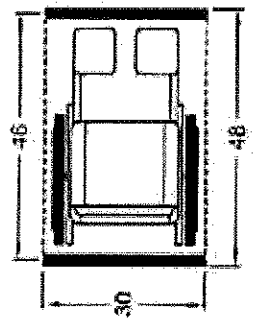
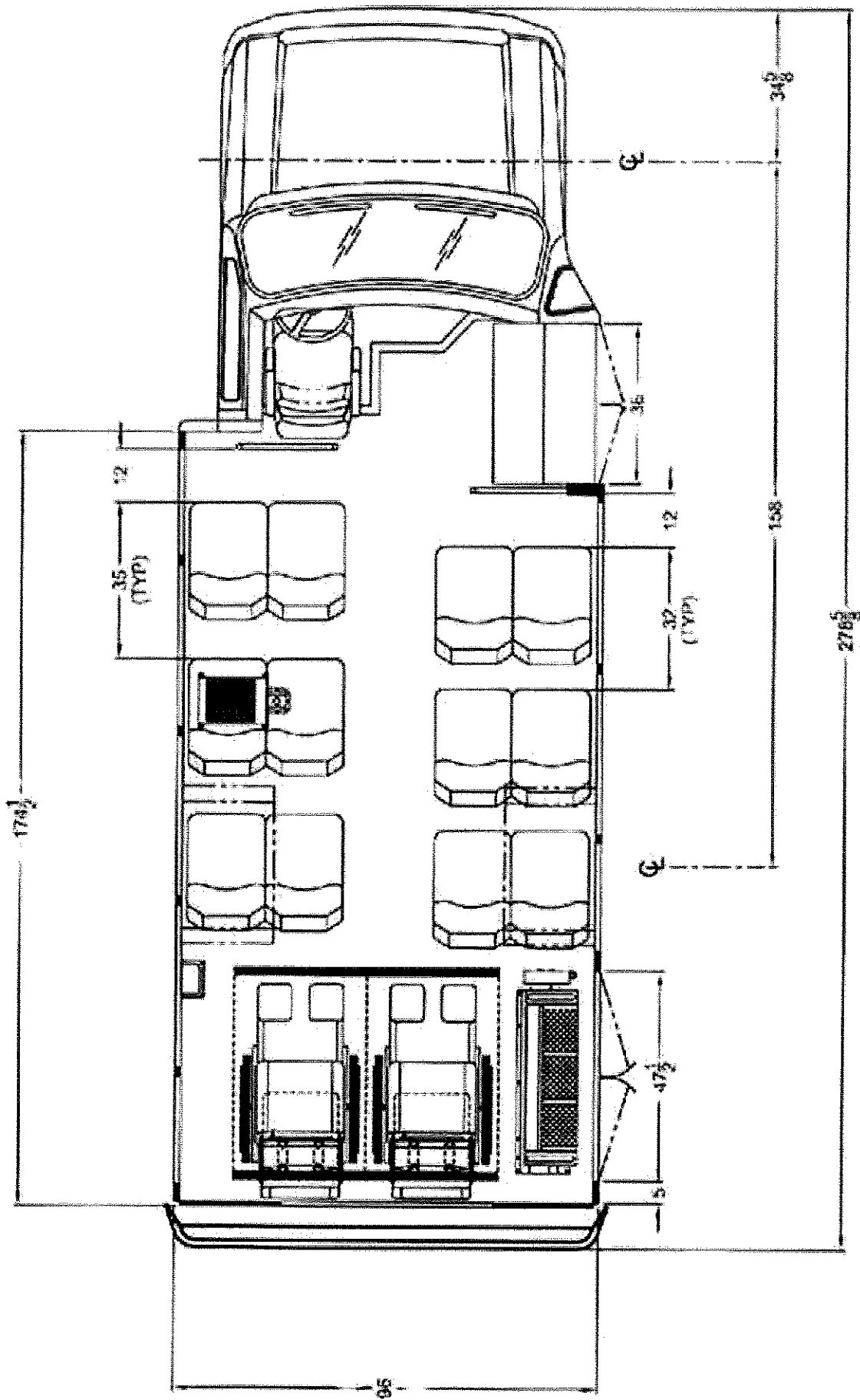
## Contact

### Joe Craig | Commercial Bus Sales

✉ [joec@starcraftbussales.com](mailto:joec@starcraftbussales.com)

O | 574-343-1050 | ext. 192

C | 574-361-3516





# Monroe County Council Agenda Request Form

*Complete ALL applicable highlighted areas below.*

DEPARTMENT: Board of Commissioners

MEETING DATE REQUESTED (*Tentative*):

Request Presenter(s): Angie Purdie

Phone: 812-349-2553

*Was the Council Liaison notified prior to submitting this Agenda Request:* No

**PURPOSE OF REQUEST:** (Mark with an "X" in all applicable boxes)

☒ Creation of Account Line(s) and/or ☒ Additional Appropriation(s)

Fund Name:

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment *Effective Date of Amendment:*

☐ De-Appropriation of Account Lines

Fund Name:

☐ Other (*Specify*)

**Narrative:** Give a DETAILED SUMMARY explanation for the request (*purpose, action needed, etc.*).

The Substance Use Disorder Commission is requesting an appropriation to provide DJ services for the Paint the Town Purple event. This event is to increase awareness, reduce the stigma associated with substance use disorders, and to allow parents, friends, siblings, and those fighting the disorder a place to find resources and support.

This donation fund has a balance of: \$27,700.52

*Complete ALL corresponding agenda information on subsequent tabs.*

**Forward entire Request Form with all supporting documents to:** [councilrequests@co.monroe.in.us](mailto:councilrequests@co.monroe.in.us)

*Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.*

***Council recommends making ANY In-House and/or Category Transfers PRIOR to requesting additional appropriations.***

**MEETING DATE REQUESTED** *(Tentative)*:

Fund Number: 4112

Location Number: 0000

***Contact the Council Administrator (Ext. 2516) for new numbers and/or clarification on account numbers.***

70

# Combined Ledger (All Detail) as of 09/22/2023

Monroe County

The Last Posted Date is 08/31/2023.

Fund 4112 Donations - Special Programs for 01/01/2023 thru 09/22/2023

Budget Account Code	Effective Date	Transaction Date	Transaction Type	Amount	Other Data		
4112.00000.00000.0000 .				No Department			
	01/01/2023	01/01/2023	Rec/CarryFwdRec	27,700.52	Carry Forward		
			Estimated				
			Revenue	Receipts	Appropriation	Expenditure	Unreceived Revenue: (27,700.52)
	Current		0.00	0.00	0.00	0.00	Unexpended: 0.00
	Total		0.00	27,700.52	0.00	0.00	Cash: 27,700.52

# Combined Ledger (All Detail) as of 09/22/2023

Monroe County

The Last Posted Date is 08/31/2023.

Fund 4112 Donations - Special Programs for 01/01/2023 thru 09/22/2023

	Estimated						
	Revenue	Receipts	Appropriation	Expenditure	Unreceived Revenue:	(27,700.52)	
Normal Current	0.00	0.00	0.00	0.00	Unexpended:	0.00	
Total	0.00	27,700.52	0.00	0.00	Cash:	27,700.52	
** Outstanding Investments Current		0.00					
Total		0.00					
Fund Totals Current	0.00	0.00	0.00	0.00			
Total	0.00	27,700.52	0.00	0.00	Cash:	27,700.52	

# **Combined Ledger (All Detail) as of 09/22/2023**

Monroe County

The Last Posted Date is 08/31/2023.

		Estimated					
		Revenue	Receipts	Appropriation	Expenditure	Unreceived Revenue:	(27,700.52)
Normal	Current	0.00	0.00	0.00	0.00	Unexpended:	0.00
	Total	0.00	27,700.52	0.00	0.00	Cash:	27,700.52
** Outstanding Investments	Current		0.00				
	Total		0.00				
Grand Totals	Current	0.00	0.00	0.00	0.00		
	Total	0.00	27,700.52	0.00	0.00	Cash:	27,700.52

# Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Auditor MEETING DATE REQUESTED (Tentative): 9/25/2023  
Request Presenter(s): Brianne Gregory Phone: 812.349.5024

Was the Council Liaison notified prior to submitting this Agenda Request: No

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

☒ Creation of Account Line(s) and/or ☐ Additional Appropriation(s)

Fund Name: 8950 - American Rescue Plan Act Fund

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment Effective Date of Amendment:

☐ De-Appropriation of Account Lines

Fund Name: 8950 - American Rescue Plan Act Fund

☒ Other (Specify) In-House Transfer of ARPA Funds.

Narrative: Give a DETAILED SUMMARY explanation for the request (purpose, action needed, etc.).

Fund 8950-37418 is currently appropriated at \$755,900.00 (\$67,200.00 matching and \$688,700.00 non-match expenses). Due to the classification requirements of ARPA funding, we would like to request a that a new account line be created for the non-matching expenses. We also request that the Council de-appropriate the non-matching budgeted items (\$688,700.00) in 8950-37418 and appropriate the funds in the new account line within 8950 ARPA. This is a housekeeping item and does not impact the overall appropriation for Bicentennial within fund 8950.

De-appropriate 8950-37418: \$688,700.00

Appropriate 8950-37419: \$688,700.00

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: [councilrequests@co.monroe.in.us](mailto:councilrequests@co.monroe.in.us)

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.<sup>74</sup>

***Council recommends making ANY In-House and/or Category Transfers PRIOR to requesting additional appropriations.***

**Fund Name:** 8950 - American Rescue Plan Act Fund

Location Number: 0000

<b>TOTAL REQUEST</b>	<b>0.00</b>
----------------------	-------------

***Staff will notify Department when the accounts/additionals have been approved/updated.***

# Monroe County Council Agenda Request Form

*Complete ALL applicable highlighted areas below.*

DEPARTMENT: **Parks** MEETING DATE REQUESTED (*Tentative*): **9.26.23**  
Request Presenter(s): **Bri Gregory or Angie Purdie or Kelli Witmer** Phone: **812.349.5024**

*Was the Council Liaison notified prior to submitting this Agenda Request:* **No**

**PURPOSE OF REQUEST:** (Mark with an "X" in all applicable boxes)

☐ Creation of Account Line(s) and/or ☐ Additional Appropriation(s)

Fund Name:

☒ Transfer of Funds

☐ Category

Fund Name:

☒ Fund to Fund

Fund Name A: **9107 Next Level Trail Fund**

Fund Name B: **4811 2018 GO Bond**

☐ Salary Ordinance Amendment *Effective Date of Amendment:*

☐ De-Appropriation of Account Lines

Fund Name:

☐ Other (Specify)

**Narrative:** Give a DETAILED SUMMARY explanation for the request (purpose, action needed, etc.).

Monroe County Parks and Recreation received a Next Level Trails Grant in 2019. This grant required a local match of at least 20% of the project cost. Monroe County provided funding from the 2018 GO Bond. Of the \$431,000.00 match from the 2018 GO Bond, \$157,464.07 is remaining after conclusion of the project. This remaining funds must be returned to the fund in which they originated. This request is to transfer the funds back to the 2018 GO Bond as required.

*Complete ALL corresponding agenda information on subsequent tabs.*

*Forward entire Request Form with all supporting documents to: [councilrequests@co.monroe.in.us](mailto:councilrequests@co.monroe.in.us)*

*Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.*



***Please contact the Council Administrator to confirm all steps involved for this type of request.***

**MEETING DATE REQUESTED** *(Tentative)*: 9.26.23

**FUND NUMBER:** 9107

**FUND NUMBER:** 4811

77

Fund	Acct	Acct Desc	Carry Forward	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
- Fund : 4811											
- Loc : 0000											
- Loc Desc : No Department											
4811	40015	Building Remodel	18,843.00	0.00	0.00	0.00	18,843.00	17,296.00	1,547.00	0.00	8.21%
4811	40085	Justice Building Repair	10,000.00	0.00	0.00	0.00	10,000.00	9,665.60	334.40	0.00	3.34%
			28,843.00	0.00	0.00	0.00	28,843.00	26,961.60	1,881.40	0.00	6.52%
			28,843.00	0.00	0.00	0.00	28,843.00	26,961.60	1,881.40	0.00	6.52%
			28,843.00	0.00	0.00	0.00	28,843.00	26,961.60	1,881.40	0.00	6.52%
- Fund : 9107											
- Loc : 0000											
- Loc Desc : No Department											
9107	30006	Contractual	533,575.24	0.00	0.00	0.00	533,575.24	610.23	532,965.01	0.00	99.89%
			533,575.24	0.00	0.00	0.00	533,575.24	610.23	532,965.01	0.00	99.89%
			533,575.24	0.00	0.00	0.00	533,575.24	610.23	532,965.01	0.00	99.89%
			533,575.24	0.00	0.00	0.00	533,575.24	610.23	532,965.01	0.00	99.89%
			562,418.24	0.00	0.00	0.00	562,418.24	27,571.83	534,846.41	0.00	95.10%

# Monroe County Council Agenda Request Form

*Complete ALL applicable highlighted areas below.*

DEPARTMENT: Auditor/Aviation MEETING DATE REQUESTED (*Tentative*): 9/12/23  
Request Presenter(s): Bri Gregory Phone: 5024

*Was the Council Liaison notified prior to submitting this Agenda Request:* Yes

**PURPOSE OF REQUEST:** (Mark with an "X" in all applicable boxes)

☐ Creation of Account Line(s) and/or ☐ Additional Appropriation(s)

Fund Name:

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment *Effective Date of Amendment:*

☒ De-Appropriation of Account Lines

Fund Name: Airport Monitoring System Fund

☐ Other (Specify)

**Narrative:** Give a DETAILED SUMMARY explanation for the request (*purpose, action needed, etc.*) .

The Airport received a \$2400 grant reimbursement in 2022 for a claim paid out of fund 1107 in 2021. The cash was receipted into fund 9161 in 2022. A correction of error has been completed to transfer \$2400 in cash from fund 9161 to 1107. However, the appropriation needs to be reduced in fund 9161 by \$2400. This is a housekeeping item.

*Complete ALL corresponding agenda information on subsequent tabs.*

*Forward entire Request Form with all supporting documents to: [councilrequests@co.monroe.in.us](mailto:councilrequests@co.monroe.in.us)*

*Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.*<sup>79</sup>

**REQUEST THE DE-APPROPRIATION OF ACCOUNT LINE(S) WITHIN A FUND**

***Please contact the Council Administrator to confirm all steps involved for this type of request.***

**DEPARTMENT:** Aviation

**MEETING DATE REQUESTED** *(Tentative)*: 9/12/23

**Fund Name:** Airport Monitoring System Fund

Fund Number: 9161

Location Number: 0000

[illegible]

***Council Staff will notify Department when the De-Appropriation has been completed.***

**Contact the Council Administrator (Ext. 2516) with any questions regarding your request.**

Fund	Acct	Acct Desc	Carry Forward	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
- Fund : 9161											
- Loc : 0000											
- Loc Desc : No Department											
9161	30006	Contractual	6,000.00	0.00	0.00	0.00	6,000.00	1,200.00	4,800.00	0.00	80.00%
9161	60100	Transfer Out Fund To Fund	0.00	0.00	0.00	0.00	0.00	2,400.00	(2,400.00)	0.00	0.00%
			6,000.00	0.00	0.00	0.00	6,000.00	3,600.00	2,400.00	0.00	40.00%
			6,000.00	0.00	0.00	0.00	6,000.00	3,600.00	2,400.00	0.00	40.00%
			6,000.00	0.00	0.00	0.00	6,000.00	3,600.00	2,400.00	0.00	40.00%
			6,000.00	0.00	0.00	0.00	6,000.00	3,600.00	2,400.00	0.00	40.00%

# Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Highway MEETING DATE REQUESTED (Tentative): 9/12/2023  
Request Presenter(s): Lisa Ridge Phone: 812-349-2555

Was the Council Liaison notified prior to submitting this Agenda Request: Yes

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

☐ Creation of Account Line(s) and/or ☒ Additional Appropriation(s)

Fund Name: Motor Vehicle Highway

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment Effective Date of Amendment:

☐ De-Appropriation of Account Lines

Fund Name:

☐ Other (Specify)

Narrative: Give a DETAILED SUMMARY explanation for the request (purpose, action needed, etc.).

The department is requesting an additional for paving projects. We have been receiving acceptable and reasonable bids in our recent advertised paving projects and have put out a couple more roads for paving. We anticipate awarding the two roads to a contractor. In the event, the cost is higher than expected, our goal would still to pave the roads with in-house crews.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: [councilrequests@co.monroe.in.us](mailto:councilrequests@co.monroe.in.us)

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.

***Council recommends making ANY In-House and/or Category Transfers PRIOR to requesting additional appropriations.***

**MEETING DATE REQUESTED** *(Tentative)* : 9/12/2023

Fund Number: 1176

Location Number: 0000

***Contact the Council Administrator (Ext. 2516) for new numbers and/or clarification on account numbers.***

83

Fund Cash Balance as of 9/22/23: \$2,655,650.78		Acct	Acct Desc	Carry Forward	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
-	Fund : 1176											
-	Loc : 0000											
-	Loc Desc : No Department											
	1176	23400	Bituminous	0.00	1,000,000.00	1,130,000.00	(1,714,737.26)	415,262.74	62,882.67	352,380.07	0.00	84.86%
				0.00	1,000,000.00	1,130,000.00	(1,714,737.26)	415,262.74	62,882.67	352,380.07	0.00	84.86%
				0.00	1,000,000.00	1,130,000.00	(1,714,737.26)	415,262.74	62,882.67	352,380.07	0.00	84.86%
				0.00	1,000,000.00	1,130,000.00	(1,714,737.26)	415,262.74	62,882.67	352,380.07	0.00	84.86%
				0.00	1,000,000.00	1,130,000.00	(1,714,737.26)	415,262.74	62,882.67	352,380.07	0.00	84.86%



# Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: JAIL MEETING DATE REQUESTED (Tentative): 9/12/23  
Request Presenter(s): JORDAN MILLER / KYLE GIBBONS Phone: 812-349-2567

Was the Council Liaison notified prior to submitting this Agenda Request: Yes

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

☐ Creation of Account Line(s) and/or ☒ Additional Appropriation(s)

Fund Name: County General & PS LIT

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment Effective Date of Amendment:

☐ De-Appropriation of Account Lines

Fund Name:

☐ Other (Specify)

Narrative: Give a DETAILED SUMMARY explanation for the request (purpose, action needed, etc.).

Additional appropriations are required to account for the 15% increases that were approved last year after the budgets were finalized.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: [councilrequests@co.monroe.in.us](mailto:councilrequests@co.monroe.in.us)

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.

***Council recommends making ANY In-House and/or Category Transfers PRIOR to requesting additional appropriations.***

[illegible]

***Staff will notify Department when the accounts/additional have been approved/updated.***

Fund Cash Balance as of 9/22: \$2,820,314.54		Acct	Acct Desc	Carry Forward	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
-	Fund : 1170											
-	Loc : 0380											
-	Loc Desc : Jail											
	1170	10692	Corrections Officer	0.00	48,241.00	0.00	1,326.75	49,567.75	40,539.78	9,027.97	0.00	18.21%
				0.00	48,241.00	0.00	1,326.75	49,567.75	40,539.78	9,027.97	0.00	18.21%
				0.00	48,241.00	0.00	1,326.75	49,567.75	40,539.78	9,027.97	0.00	18.21%
				0.00	48,241.00	0.00	1,326.75	49,567.75	40,539.78	9,027.97	0.00	18.21%
				0.00	48,241.00	0.00	1,326.75	49,567.75	40,539.78	9,027.97	0.00	18.21%

Fund	Acct	Acct Desc	Carry Forward	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
- Fund : 1000											
- Loc : 0380											
- Loc Desc : Jail											
1000	10664	Corrections Officer	0.00	46,182.00	0.00	(30,000.00)	16,182.00	13,259.28	2,922.72	0.00	18.06%
1000	10667	Corrections Officer	0.00	46,182.00	0.00	(44,357.50)	1,824.50	1,824.50	0.00	0.00	0.00%
1000	10668	Corporal/Corrections Officer	0.00	51,802.00	0.00	0.00	51,802.00	50,430.60	1,371.40	0.00	2.65%
1000	10673	Corrections Officer	0.00	44,123.00	0.00	189.52	44,312.52	49,764.96	(5,452.44)	0.00	(12.30%)
1000	10677	Corrections Officer	0.00	47,211.00	0.00	0.00	47,211.00	44,319.74	2,891.26	0.00	6.12%
1000	10681	Administrative Coordinator	0.00	48,012.00	0.00	0.00	48,012.00	43,686.07	4,325.93	0.00	9.01%
1000	10685	Corrections Officer	0.00	44,123.00	0.00	0.00	44,123.00	38,817.94	5,305.06	0.00	12.02%
1000	10687	Corrections Officer	0.00	44,123.00	0.00	0.00	44,123.00	37,730.61	6,392.39	0.00	14.49%
1000	10690	Corporal/Corrections Officer	0.00	50,772.00	0.00	0.00	50,772.00	41,814.83	8,957.17	0.00	17.64%
1000	16020	Jail Commander	0.00	88,234.00	0.00	0.00	88,234.00	74,130.53	14,103.47	0.00	15.98%
1000	16021	Facilities Manager	0.00	69,805.00	0.00	0.00	69,805.00	56,468.00	13,337.00	0.00	19.11%
1000	16030	Assistant Jail Commander	0.00	83,096.00	0.00	0.00	83,096.00	69,494.40	13,601.60	0.00	16.37%
1000	16031	Captain	0.00	65,582.00	0.00	0.00	65,582.00	53,517.60	12,064.40	0.00	18.40%
1000	16033	Captain	0.00	72,571.00	0.00	0.00	72,571.00	58,701.60	13,869.40	0.00	19.11%
1000	16035	Sergeant	0.00	52,145.00	0.00	0.00	52,145.00	42,288.24	9,856.76	0.00	18.90%
1000	17101	Overtime	0.00	110,000.00	0.00	44,357.50	154,357.50	162,678.81	(8,321.31)	0.00	(5.39%)
			0.00	963,963.00	0.00	(29,810.48)	934,152.52	838,927.71	95,224.81	0.00	10.19%
			0.00	963,963.00	0.00	(29,810.48)	934,152.52	838,927.71	95,224.81	0.00	10.19%
			0.00	963,963.00	0.00	(29,810.48)	934,152.52	838,927.71	95,224.81	0.00	10.19%
			0.00	963,963.00	0.00	(29,810.48)	934,152.52	838,927.71	95,224.81	0.00	10.19%

# Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Probation MEETING DATE REQUESTED (Tentative): 09/26/2023  
Request Presenter(s): Troy Hatfield Phone: 812-349-2645

Was the Council Liaison notified prior to submitting this Agenda Request: Yes

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

☐ Creation of Account Line(s) and/or ☐ Additional Appropriation(s)

Fund Name:

☒ Transfer of Funds

☒ Category

Fund Name: 4913 Reducing Revocations Challenge

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment Effective Date of Amendment:

☐ De-Appropriation of Account Lines

Fund Name:

☐ Other (Specify)

**Narrative:** Give a DETAILED SUMMARY explanation for the request (purpose, action needed, etc.).

Since 2019, the Monroe Circuit Court Probation Department has been involved in the Reducing Revocations Challenge funded by Arnold Ventures and guided by the City University of New York Institute for State and Local Governance.

The first phase of the project tasked ten jurisdictions across the country with determining prominent pathways that lead those experiencing community supervision toward revocation resulting in serving time in jail or prison. The focus of the project aims to use the knowledge gained to advance policy and practice solutions to reduce revocations and maximize community supervision success while protecting public safety.

Monroe County and research partners at Indiana University and George Mason University were chosen as one of only five sites to continue with Phase Two of the Reducing Revocations Challenge. Phase Two provides funding to aid in implementation of practices that will disrupt the pathways that lead to revocation and ultimately increase success on community supervision.

The Monroe Circuit Court Probation Department received \$170,000 of nearly \$300,000 in total funding provided by Arnold Ventures as a sub-recipient through Indiana University to use toward implementation of identified strategies.

This request is for a category transfer of funds to apply the remaining grant funds for additional training to support the objectives of the grant.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: [councilrequests@co.monroe.in.us](mailto:councilrequests@co.monroe.in.us)

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.<sup>89</sup>

***Council recommends making any In-House Transfers PRIOR to requesting a Category Transfer.***

**MEETING DATE REQUESTED** *(Tentative)*: 9/26/2023

<b>Fund Number:</b>	4913	<b>Location Number:</b>	0000
---------------------	------	-------------------------	------

<u>Account Number</u>	<u>Account Description</u>	<u>Amount Requested</u>
21060	Training Supplies	\$1,500.00
22105	Supervision Incentives	\$15,000.00
<b>GRAND TOTAL</b>		<b>16,500.00</b>

<u>Account Number</u>	<u>Account Description</u>	<u>Amount Requested</u>
30006	Contractual	\$16,500.00
<b>GRAND TOTAL</b>		<b>16,500.00</b>

***Council Staff will notify Department when the approved transfer has been completed.***

Fund Cash Balance as of 9/22: -\$10,439.55		Acct	Acct Desc	Carry Forward	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
-	Fund : 4913											
-	Loc : 0000											
-	Loc Desc : No Department											
	4913	21060	Training Supplies	1,500.00	0.00	0.00	0.00	1,500.00	0.00	1,500.00	0.00	100.00%
	4913	22105	Supervision Incentives	15,000.00	0.00	0.00	0.00	15,000.00	0.00	15,000.00	0.00	100.00%
	4913	30006	Contractual	48,500.00	0.00	0.00	0.00	48,500.00	22,100.00	26,400.00	0.00	54.43%
				65,000.00	0.00	0.00	0.00	65,000.00	22,100.00	42,900.00	0.00	66.00%
				65,000.00	0.00	0.00	0.00	65,000.00	22,100.00	42,900.00	0.00	66.00%
				65,000.00	0.00	0.00	0.00	65,000.00	22,100.00	42,900.00	0.00	66.00%
				65,000.00	0.00	0.00	0.00	65,000.00	22,100.00	42,900.00	0.00	66.00%

# Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Probation MEETING DATE REQUESTED (Tentative): 09/26/2023  
Request Presenter(s): Troy Hatfield Phone: 812-349-2645

Was the Council Liaison notified prior to submitting this Agenda Request: Yes

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

☒ Creation of Account Line(s) and/or ☐ Additional Appropriation(s)

Fund Name: 9145 JDAI Programming Grant

☒ Transfer of Funds

☒ Category

Fund Name: 9145 JDAI Programming Grant

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment Effective Date of Amendment:

☐ De-Appropriation of Account Lines

Fund Name:

☐ Other (Specify)

**Narrative:** Give a DETAILED SUMMARY explanation for the request (purpose, action needed, etc.).

The Monroe Circuit Court received \$55,000 in grant funding to implement the Juvenile Detention Alternatives Initiative (JDAI) in Monroe County for the 2023-2024 grant year.

The Annie E. Casey Foundation's Juvenile Detention Alternatives Initiative is a bipartisan movement for juvenile justice reinvestment. The initiative involves the reallocation of government resources away from mass incarceration and toward investment in youth, families, and communities. For over 20 years, the Annie E. Casey Foundation's Juvenile Detention Alternatives Initiative (JDAI) has proven that the juvenile justice system's dual goals of promoting positive youth development and enhancing public safety are not in conflict and can be greatly strengthened by eliminating unnecessary or inappropriate confinement.

As a JDAI site, the Monroe Circuit Court continues to pursue JDAI's eight core strategies to accomplish this objective.

This request is to create an account line and a category transfer of funds to support alternatives to securely detaining youth using 100% grant funding from the Indiana Department of Correction.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: [councilrequests@co.monroe.in.us](mailto:councilrequests@co.monroe.in.us)

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.<sup>92</sup>



***Council recommends making ANY In-House and/or Category Transfers PRIOR to requesting additional appropriations.***

**MEETING DATE REQUESTED** *(Tentative)*: 9/26/2023

Fund Number: 9145

Location Number: 0000

**Contact the Council Administrator (Ext. 2516) for new numbers and/or clarification on account numbers.**

93

***Council recommends making any In-House Transfers PRIOR to requesting a Category Transfer.***

**MEETING DATE REQUESTED** *(Tentative)*: 9/26/2023

Fund Number: 9145

Location Number: 0000

Account Number	Account Description	Amount Requested
30006	Contractual	\$4,200.00
GRAND TOTAL		4,200.00

<u>Account Number</u>	<u>Account Description</u>	<u>Amount Requested</u>
20210	Program Supplies	\$1,500.00
22105	Supervision Incentives	\$2,700.00
GRAND TOTAL		4,200.00

***Council Staff will notify Department when the approved transfer has been completed.***

Fund Cash Balance as of 9/22: \$15,155.81		Acct	Acct Desc	Carry Forward	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
-	Fund : 9145											
-	Loc : 0000											
-	Loc Desc : No Department											
	9145	22105	Supervision Incentives	2,453.21	0.00	14,550.00	0.00	17,003.21	3,890.95	13,112.26	0.00	77.12%
	9145	30006	Contractual	50.00	0.00	36,700.00	0.00	36,750.00	9,470.00	27,280.00	0.00	74.23%
				2,503.21	0.00	51,250.00	0.00	53,753.21	13,360.95	40,392.26	0.00	75.14%
				2,503.21	0.00	51,250.00	0.00	53,753.21	13,360.95	40,392.26	0.00	75.14%
				2,503.21	0.00	51,250.00	0.00	53,753.21	13,360.95	40,392.26	0.00	75.14%
				2,503.21	0.00	51,250.00	0.00	53,753.21	13,360.95	40,392.26	0.00	75.14%

# Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: HEALTH

MEETING DATE REQUESTED (Tentative): 9/12/23

Request Presenter(s): LORI KELLEY

Phone: 812-349-2068

Was the Council Liaison notified prior to submitting this Agenda Request: Yes

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

☐ Creation of Account Line(s) and/or ☒ Additional Appropriation(s)

Fund Name: Immunization

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment Effective Date of Amendment:

☐ De-Appropriation of Account Lines

Fund Name:

☐ Other (Specify)

**Narrative:** Give a DETAILED SUMMARY explanation for the request (purpose, action needed, etc.).

The Monroe County Health Department (MCHD) has been awarded \$100,600.00 in immunization funding for the grant cycle of July 01, 2023 through June 30, 2024. These funds help to support community outreach conducted by the public health clinic and the departments immunization program. This grant funding is pass through funding to cover the expenses of our public health clinic through a partnership with IU Health.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: [councilrequests@co.monroe.in.us](mailto:councilrequests@co.monroe.in.us)

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.

***Council recommends making ANY In-House and/or Category Transfers PRIOR to requesting additional appropriations.***

**MEETING DATE REQUESTED** *(Tentative)*: 9/12/2023

Fund Number:	8138	Location Number:	9624
--------------	------	------------------	------

Location Number: 9624

***Contact the Council Administrator (Ext. 2516) for new numbers and/or clarification on account numbers.***

97

## GRANT AGREEMENT

**Contract #000000000000000000074038**

This Grant Agreement ("Grant Agreement"), entered into by and between INDIANA DEPARTMENT OF HEALTH (the "State") and MONROE COUNTY HEALTH DEPARTMENT (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

**1. Purpose of this Grant Agreement; Funding Source.** The purpose of this Grant Agreement is to enable the State to award a Grant of **\$100,600** (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Attachments A and B** of this Grant Agreement, which are incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 16-19-3-1 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

### FUNDING SOURCE:

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

\_Immunization and Vaccines for Children\_\_\_\_\_

CFDA # \_93.268\_\_\_\_\_

If State Funds: Program Title \_\_\_\_\_

### 2. Representations and Warranties of the Grantee.

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

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

### 3. Implementation of and Reporting on the Project.

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

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

**4. Term.** This Grant Agreement commences on July 01, 2023 and shall remain in effect through June 30, 2024. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

**5. Grant Funding.**

A. The State shall fund this Grant in the amount of \$100,600. The approved Project Budget is set forth as **Attachment B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

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

**6. Payment of Claims.**

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

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

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

D. Claims shall be submitted to the State within twenty (20) calendar days following the end of the month in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than thirty (30) calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within sixty (60) calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis only. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.

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

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

- A. whether Project activities are consistent with those set forth in **Attachment A**, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Attachment B** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

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

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

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

C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, <https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>. Guidelines for filing the annual report are included in Attachment D (Guidelines for Non-governmental Entities).

**9. Compliance with Laws.**

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

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this**



**Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

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

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

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

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

G. As required by IC § 5-22-3-7:

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

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

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

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

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

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

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

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

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

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

#### 10. Debarment and Suspension.

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

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

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

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

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

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

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

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

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require

such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

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

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

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

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

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

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

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

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

**17. Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable

federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

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

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

A. Notices to the State shall be sent to:  
Indiana Department of Health  
ATTN: Contract and Audit Section  
2 North Meridian Street  
Indianapolis, IN 46204  
E-mail: [idocontracts@health.in.gov](mailto:idocontracts@health.in.gov)

B. Notices to the Grantee shall be sent to:  
Monroe County Health Department  
ATTN: Lori Kelley, Administrator  
119 West 7<sup>th</sup> Street  
Bloomington, IN 47404  
E-mail: [lkelly@co.monroe.in.us](mailto:lkelly@co.monroe.in.us)

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

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

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

**21. Termination for Breach.**

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

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

**22. Termination for Convenience.** Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in

the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

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

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

**25. Provision Applicable to Grants with tax-funded State Educational Institutions:  
"Separateness" of the Parties-Deleted.**

26. Amendments.

No alteration or variation of the terms of this Grant Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Any alterations or amendments, except a change between budget categories which requires the prior written consent of a duly authorized representative of the State, shall be subject to the contract approval procedure of the State.

27. HIPAA Compliance.

If this Grant Agreement involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Grantee covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

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

**Provision Applicable to Grants with tax-funded State Educational Institutions:  
"Separateness" of the Parties-Deleted.**

**Amendments-Added.**

**HIPAA Compliance-Added.**

### Non-Collusion, Acceptance

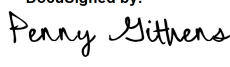
The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee,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

#### Agreement to Use Electronic Signatures

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

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


MONROE COUNTY HEALTH DEPARTMENT

By:   
1E0F5FF84AC4468...

Title: president- Penny Githens

Date: 7/3/2023 | 10:27 EDT

INDIANA DEPARTMENT OF HEALTH

By:   
FD195E4E7AF9428...

Title: IDOH Chief of Staff

Date: 7/5/2023 | 18:18 EDT

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

Indiana Department of Health  
Immunization Division—Local Health Department Grants Monroe County Health Department  
July 1, 2023 – June 30, 2024

## Attachment A

### • **Monroe County Health Department**

#### **Local Health Department Immunization Grant Scope of Work**

The Monroe County Health Department will conduct the following activities:

- Promote all vaccines recommended by the Advisory Committee on Immunization Practices (ACIP)
- Provide direct vaccination services to in accordance with ACIP recommendations to all individuals regardless of insurance status to meet the needs of your jurisdiction.
- Conduct outreach and vaccination of all ACIP recommended vaccines to minority and hard to reach populations.
- Employ or partner with Community Health Workers to reach vulnerable and underserved populations in their jurisdictions.
- Conduct school site vaccination clinics that meet the vaccination needs in your jurisdiction.
- Report data on all administered vaccines in the state Immunization Information System, CHIRP.
- Conduct at least one consumer access promotion activity to raise awareness and increase participation.
- Conduct at least one quality assurance activity to review and improve the quality of data being submitted to the Indiana immunization registry.
- Conduct at least one exercise or event with emergency preparedness staff in preparation for or in response to a vaccine-preventable disease outbreak.
- Develop and implement a partner engagement strategy plan that describes how they will work with new and existing partners to increase immunization coverage rates.
- Submit quarterly and annual reports in a format prescribed by the Indiana Department of Health.
- Submit invoices and required documentation monthly.

## Attachment B

- **Monroe County Health Department**  
Local Health Department Immunization Grant Budget

<b>Budget Category</b>	<b>Amount</b>
Personnel	\$93,600
Travel	\$0
Supplies	\$0
Equipment	\$3,500
Contractual	\$0
Other	\$3,500
<b>Total</b>	<b>\$100,600</b>



## Attachment C: Federal Funding

Federal Agency: Department of Health and Human Services  
CFDA Number: 93.268  
Award Number: NH23IP922631  
Award Name: Immunization Cooperative Agreements

### 1) Incorporation

This award is based on the application, as approved, the Indiana Department of Health (IDOH) submitted to the Department of Health and Human Services relating to the program and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a) The grant program legislation and program regulation by statutory authority as provided for this program and all other referenced codes and regulations.
- b) 2 CFR Subtitle A, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c) The HHS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period. (Parts I through III of the HHS GPS are currently available at <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>.)

The Contractor or Grantee (as defined in the Contract or Grant Agreement) must comply with all terms and conditions outlined in the grant award, including grant policy terms and conditions contained in applicable Grant Policy Statements; requirements imposed by program statutes and regulations and grant administration regulations, as applicable; and any regulations or limitations in any applicable appropriations acts.

### 2) Anti-kickback Statute

The Contractor or Grantee is subject to the anti-kickback statute and should be cognizant of the risk of criminal and administrative liability under this statute, 42 U.S.C. § 1320a-7b(b).

### 3) Victims of Trafficking and Violence Protection Act

The Contractor or Grantee is subject to the requirements of Section 106(g) of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 U.S.C. § 7104).

### 4) Accessibility of Services

Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), and any provisions required by the implementing regulations of the Federal Agency providing the funds. Resources are available at <http://www.justice.gov/crt/about/cor/coord/titlevi.php>.

Executive Order 13166 requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency have meaningful access to services. Resources are available at <http://www.lep.gov/13166/eo13166.html>.

### 5) Federal Information Security Management Act (FISMA)

The Contractor or Grantee must protect all information systems, electronic or hard copy which contains federal data from unauthorized access. Congress and the Office of Management and

Budget (OMB) have instituted laws, policies, and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. Resources are available at <http://csrc.nist.gov/groups/SMA/fisma/index.html>.

## **6) Registration Requirements**

The Contractor or Grantee must register in the System for Award Management (SAM) and maintain the registration with current information. Additional information about registration procedures may be found at [www.sam.gov](http://www.sam.gov). The entity must maintain the accuracy and currency of its information in SAM at all times during which the entity has an active award unless the entity is exempt from this requirement under 2 CFR Subtitle A, Chapter II, Part 200. Additionally, the entity must review and update the information at least annually after the initial registration.

## **7) Non-Delinquency on Federal Debt**

Contractor or Grantee is subject to the Federal Debt Collection Procedures Act of 1990, 28 U.S.C. § 3201(e), which imposes restrictions on the transfer of federal funds to persons or entities owing a debt to the United States.

## **8) Federal Funds Disclosure Requirements**

Any of the entity's statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs supported in whole or in part by federal funds must state a) the percentage of the total costs of the program or project with federal financing; b) the amount of federal funds for the project or program; and c) the percentage and dollar amount of the total costs of the project or program financed by nongovernmental sources. "Nongovernmental sources" means sources other than state and local governments and federally recognized Indian tribes.

Publications, journal articles, etc. produced under a grant support project must bear an acknowledgment and disclaimer, as appropriate, for example:

*This publication (journal article, etc.) was supported by the Immunization Cooperative Agreements from Department of Health and Human Services. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department of Health and Human Services.*

## **9) Equipment and Products**

To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made. 2 CFR Subtitle A, Chapter II, Part 200.33 and 200.313 defines equipment as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.

The grantee may use its own property management standards and procedures provided it observes provisions of the relevant sections in the Office of Management and Budget (OMB) 2 CFR Subtitle A, Chapter II, Part 200.500-520.

#### **10) Federal Funding Accountability and Transparency Act (FFATA)**

In order for IDOH to comply with federal reporting requirements, Contractor or Grantee must complete, in its entirety, titled Transparency Reporting Subawardee Questionnaire. If the pre-populated information in the form regarding Contractor or Grantee is incorrect, Contractor or Grantee should strike the incorrect information and enter the correct information. IDOH will send this form in a separate e-mail.

#### **11) Federal Lobbying Requirements**

- a) The Contractor certifies that to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, contract, loan, or cooperative agreement, the Contractor shall complete and submit "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c) The Contractor shall require that the language of subparagraphs A) and B) be included in the language of all subcontracts and that all subcontractors shall certify and disclose accordingly.

For more information, please contact the IDOH Division of Finance.

## **Attachment D**

### **Annual Financial Report for Non-governmental Entities**

#### **Guidelines for filing the annual financial report:**

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

# Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: **HEALTH**

MEETING DATE REQUESTED (*Tentative*): **9/12/2023**

Request Presenter(s): **LORI KELLEY**

Phone: **812-349-2068**

Was the Council Liaison notified prior to submitting this Agenda Request: **Yes**

**PURPOSE OF REQUEST:** (Mark with an "X" in all applicable boxes)

☐ Creation of Account Line(s) and/or ☒ Additional Appropriation(s)

Fund Name: **TANF Futures**

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment *Effective Date of Amendment:*

☐ De-Appropriation of Account Lines

Fund Name:

☐ Other (Specify)

**Narrative:** Give a DETAILED SUMMARY explanation for the request (*purpose, action needed, etc.*).

The Monroe County Health Department is requesting approval of an additional appropriation of earned income and Long Acting Reversible Contraception (LARC) reimbursement in Futures TANF Fund 8150.

Per the guidelines of the TANF grant "4.5 Program income directly generated by a supported activity or earned as a result of this state award during the period of performance, except as provided on 45 CFR § 75.307(f) must be used for the purposes for which the award was made, and may only be used for allowable costs under the award. For the purpose of this Agreement, program income is defined as fees, premiums, and third-party reimbursements which the Project may reasonable expect to receive."

A total of \$9,253 of earned income from June and July insurance claims need to be appropriated. The department is requesting that the \$9,253 be appropriated to the account lines listed within this request. The department is also requesting \$3982 from the LARC reimbursement be appropriated to account line 21112 LARC. LARC reimbursement is a separate reimbursement from TANF. This reimbursement is to help offset the cost of LARC supplies. Supporting documents for June and July have been included.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: [councilrequests@co.monroe.in.us](mailto:councilrequests@co.monroe.in.us)

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.

***Council recommends making ANY In-House and/or Category Transfers PRIOR to requesting additional appropriations.***

**MEETING DATE REQUESTED** *(Tentative)*: 9/12/2023

Fund Number:	8150	Location Number:	9623
--------------	------	------------------	------

**Contact the Council Administrator (Ext. 2516) for new numbers and/or clarification on account numbers.**

114

# REPORT OF COLLECTIONS

For Period: 6/1/2023 to 6/30/2023

Monroe County Health Department



Fee Description	Fund	Current Period Collections	Prior Periods Collections	Year-To-Date Collections
Birth Certificate	01	\$6,656.00	\$36,496.00	\$43,152.00
Death Certificate	02	\$10,340.00	\$49,500.00	\$59,840.00
Genealogical Search	03	\$0.00	\$30.00	\$30.00
Real Estate On-Site Inspection	04	\$200.00	\$1,700.00	\$1,900.00
Septic Permit, Commercial	05	\$400.00	\$400.00	\$800.00
Septic Permit, Duplicate	05	\$0.00	\$0.00	\$0.00
Septic Permit, New	05	\$2,750.00	\$12,000.00	\$14,750.00
Septic Permit, Renewal	05	\$500.00	\$1,500.00	\$2,000.00
Septic Permit, Repair	05	\$1,350.00	\$4,050.00	\$5,400.00
Homeowner's Installer Certification	06	\$0.00	\$500.00	\$500.00
Septic Installer Certification	06	\$0.00	\$1,200.00	\$1,200.00
Well Pump Survey	07	\$0.00	\$0.00	\$0.00
Food Establishment - Partial Year, 01-05	08	\$0.00	\$330.00	\$330.00
Food Establishment - Partial Year, 06-10	08	\$0.00	\$495.00	\$495.00
Food Establishment - Partial Year, 11-20	08	\$0.00	\$0.00	\$0.00
Food Establishment - Partial Year, 21+	08	\$0.00	\$300.00	\$300.00
Food Service License, 01-05	08	\$165.00	\$40,342.50	\$40,507.50
Food Service License, 06-10	08	\$0.00	\$36,960.00	\$36,960.00
Food Service License, 11-20	08	\$0.00	\$34,650.00	\$34,650.00
Food Service License, 21+	08	\$0.00	\$44,700.00	\$44,700.00
Food Service License, Mobile	08	\$600.00	\$5,100.00	\$5,700.00
Food Service License, Push Cart	08	\$0.00	\$50.00	\$50.00
Food Service License, Seasonal (4 months or less)	08	\$200.00	\$550.00	\$750.00
Food Service License, Seasonal (9 months or less)	08	\$300.00	\$6,200.00	\$6,500.00
Food Service License, Seasonal (other)	08	\$0.00	\$0.00	\$0.00
Food Service License, Temporary	08	\$1,350.00	\$1,500.00	\$2,850.00
Food Service Plan Review, 01-05	08	\$990.00	\$4,785.00	\$5,775.00
Food Service Plan Review, 06-10	08	\$330.00	\$825.00	\$1,155.00
Food Service Plan Review, 11-20	08	\$0.00	\$990.00	\$990.00
Food Service Plan Review, 21+	08	\$0.00	\$2,070.00	\$2,070.00
Food Service Plan Review, Mobile	08	\$0.00	\$1,050.00	\$1,050.00
Food Service Plan Review, Ownership Change w/o Con	08	\$150.00	\$1,350.00	\$1,500.00
Food Service Plan Review, Prepackaged Food Only	08	\$0.00	\$0.00	\$0.00
Food Vending License	08	\$0.00	\$200.00	\$200.00
Late Fee - Food	08	\$0.00	\$0.00	\$0.00
Late Fee - Food Service License, 01-05	08	\$0.00	\$214.50	\$214.50
Late Fee - Food Service License, 06-10	08	\$0.00	\$198.00	\$198.00
Late Fee - Food Service License, 11-20	08	\$0.00	\$148.50	\$148.50
Late Fee - Food Service License, 21+	08	\$0.00	\$60.00	\$60.00
Beach Permit	10	\$0.00	\$75.00	\$75.00
Beach Permit, camp permit add-on	10	\$0.00	\$0.00	\$0.00
Late Fee - Beach	10	\$0.00	\$0.00	\$0.00
Late Fee - Pool/Spa Permit	10	\$225.00	\$150.00	\$375.00
Pool/Spa Permit, Seasonal	10	\$1,500.00	\$18,250.00	\$19,750.00
Pool/Spa Permit, Year Round	10	\$0.00	\$13,050.00	\$13,050.00
Campground Permit	11	\$0.00	\$840.00	\$840.00
Campground Permit (additional fee)	11	\$0.00	\$2,155.00	\$2,155.00
NSF Environmental	12	\$0.00	\$38.00	\$38.00
NSF Vital Records	12	\$0.00	\$40.00	\$40.00
Late Fee - Waste	13	\$0.00	\$0.00	\$0.00
Solid Waste Facility Permit	13	\$0.00	\$125.00	\$125.00
Trash Hauler Permit	13	\$0.00	\$4,600.00	\$4,600.00
Large Sleeve	14	\$262.00	\$1,331.00	\$1,593.00
Small Sleeve	14	\$135.00	\$771.00	\$906.00
Notary	15	\$12.00	\$52.00	\$64.00
Affidavit, Paternity	17	\$158.00	\$954.00	\$1,113.00





# REPORT OF COLLECTIONS

For Period: 7/1/2023 to 7/31/2023

Monroe County Health Department



Fee Description	Fund	Current Period Collections	Prior Periods Collections	Year-To-Date Collections
Birth Certificate	01	\$9,108.00	\$43,152.00	\$51,260.00
Death Certificate	02	\$7,654.50	\$59,840.00	\$67,494.50
Genealogical Search	03	\$0.00	\$30.00	\$30.00
Real Estate On-Site Inspection	04	\$600.00	\$1,900.00	\$2,500.00
Septic Permit, Commercial	05	\$0.00	\$800.00	\$800.00
Septic Permit, Duplicate	05	\$0.00	\$0.00	\$0.00
Septic Permit, New	05	\$1,000.00	\$14,750.00	\$15,750.00
Septic Permit, Renewal	05	\$500.00	\$2,000.00	\$2,500.00
Septic Permit, Repair	05	\$600.00	\$5,400.00	\$6,000.00
Homeowner's Installer Certification	06	\$0.00	\$500.00	\$500.00
Septic Installer Certification	06	\$0.00	\$1,200.00	\$1,200.00
Well Pump Survey	07	\$0.00	\$0.00	\$0.00
Food Establishment - Partial Year, 01-05	08	\$0.00	\$330.00	\$330.00
Food Establishment - Partial Year, 06-10	08	\$0.00	\$495.00	\$495.00
Food Establishment - Partial Year, 11-20	08	\$0.00	\$0.00	\$0.00
Food Establishment - Partial Year, 21+	08	\$0.00	\$300.00	\$300.00
Food Service License, 01-05	08	\$495.00	\$40,507.50	\$41,002.50
Food Service License, 06-10	08	\$0.00	\$36,960.00	\$36,960.00
Food Service License, 11-20	08	\$990.00	\$34,650.00	\$35,640.00
Food Service License, 21+	08	\$0.00	\$44,700.00	\$44,700.00
Food Service License, Mobile	08	\$600.00	\$5,700.00	\$6,300.00
Food Service License, Push Cart	08	\$0.00	\$50.00	\$50.00
Food Service License, Seasonal (4 months or less)	08	\$50.00	\$750.00	\$800.00
Food Service License, Seasonal (9 months or less)	08	\$400.00	\$6,500.00	\$6,900.00
Food Service License, Seasonal (other)	08	\$0.00	\$0.00	\$0.00
Food Service License, Temporary	08	\$50.00	\$2,850.00	\$2,900.00
Food Service Plan Review, 01-05	08	\$660.00	\$5,775.00	\$6,435.00
Food Service Plan Review, 06-10	08	\$0.00	\$1,155.00	\$1,155.00
Food Service Plan Review, 11-20	08	\$660.00	\$990.00	\$1,650.00
Food Service Plan Review, 21+	08	\$0.00	\$2,070.00	\$2,070.00
Food Service Plan Review, Mobile	08	\$150.00	\$1,050.00	\$1,200.00
Food Service Plan Review, Ownership Change w/o Con	08	\$0.00	\$1,500.00	\$1,500.00
Food Service Plan Review, Prepackaged Food Only	08	\$0.00	\$0.00	\$0.00
Food Vending License	08	\$0.00	\$200.00	\$200.00
Late Fee - Food	08	\$0.00	\$0.00	\$0.00
Late Fee - Food Service License, 01-05	08	\$0.00	\$214.50	\$214.50
Late Fee - Food Service License, 06-10	08	\$0.00	\$198.00	\$198.00
Late Fee - Food Service License, 11-20	08	\$0.00	\$148.50	\$148.50
Late Fee - Food Service License, 21+	08	\$0.00	\$60.00	\$60.00
Redeposited NSF Item - Environmental	09	\$0.00	\$0.00	\$0.00
Redeposited NSF Item - Vital Records	09	\$0.00	\$0.00	\$0.00
Beach Permit	10	\$0.00	\$75.00	\$75.00
Beach Permit, camp permit add-on	10	\$0.00	\$0.00	\$0.00
Late Fee - Beach	10	\$0.00	\$0.00	\$0.00
Late Fee - Pool/Spa Permit	10	\$0.00	\$375.00	\$375.00
Pool/Spa Permit, Seasonal	10	\$0.00	\$19,750.00	\$19,750.00
Pool/Spa Permit, Year Round	10	\$450.00	\$13,050.00	\$13,500.00
Campground Permit	11	\$0.00	\$840.00	\$840.00
Campground Permit (additional fee)	11	\$0.00	\$2,155.00	\$2,155.00
NSF Environmental	12	\$0.00	\$38.00	\$38.00
NSF Fee - Vital Records	12	\$0.00	\$40.00	\$40.00
Late Fee - Waste	13	\$0.00	\$0.00	\$0.00
Solid Waste Facility Permit	13	\$325.00	\$125.00	\$450.00
Trash Hauler Permit	13	\$0.00	\$4,600.00	\$4,600.00
Large Sleeve	14	\$260.00	\$1,593.00	\$1,853.00
Small Sleeve	14	\$169.00	\$906.00	\$1,075.00

Notary	15	\$12.00	\$64.00	\$76.00
Affidavit, Paternity	17	\$159.00	\$1,113.00	\$1,272.00
Affidavit, Paternity (copy)	17	\$10.00	\$370.00	\$380.00
Affidavit, Paternity Upon Marriage	17	\$0.00	\$0.00	\$0.00
Photocopying Fees (EH)	18	\$0.00	\$0.50	\$0.50
Photocopying Fees (VR)	18	\$0.00	\$0.10	\$0.10
Home Brth Registration Fee	19	\$0.00	\$54.00	\$54.00
Affidavit, Amendent	20	\$0.00	\$53.00	\$53.00
Correction Notification	20	\$30.00	\$260.00	\$290.00
<b>Total:</b>		\$23,932.50	\$362,187.10	\$386,119.60

Fee Description	Fund	Current Period Collections	Prior Periods Collections	Year-To-Date Collections
Futures Family Planning Clinic	Futures	\$5,077.06	\$28,651.66	\$33,728.72
Futures Family Planning Clinic TANF (Apr-Sept)	Futures	\$18.00	\$0.00	\$18.00
Futures Family Planning Clinic Title X (Oct-Mar)	Futures	\$0.00	\$0.00	\$0.00
		<b>\$ 5095.06</b>		

Fee Description	Fund	Current Period Amount	Prior Periods Amount	Year-To-Date Amount
Coronar Fee	02	\$1,417.50	\$9,792.00	\$11,209.50
<b>Splits Total:</b>		\$1,417.50	\$9,792.00	\$11,209.50

I hereby certify that the foregoing is a true and correct report of collections due the above named governmental unit for the period shown.

7th August 2023  
 Dated this day of year Director

This is not to be used as a receipt. The official to whom the report is made must issue an official receipt for the collections remitted.

**Indiana Family Health Council**  
**AUTHORIZATION FOR LARC REIMBURSEMENTS**

**Name of Agency:** MCHD Futures Family Planning Clinic

**Delivery Address:** 119 W 7th St; Bloomington, IN 47404

\*\*\*\*\*

**Inventory of LARCs currently at this clinic site on date:** 6-1-23

**# Paragards:** 3      **# Mirenas:** 4      **# Skylas:** \_\_\_\_\_

**# Lilettas:** \_\_\_\_\_      **# Nexplanons:** 5      **# Kyleenas:** \_\_\_\_\_

**Current number of LARCs scheduled to be placed with clients in the next 30 days:**

**# of IUD LARCs:** 4      **Expiration Date:** \_\_\_\_\_

**# of Implant LARCs:** 2      **Expiration Date:** \_\_\_\_\_

**LARC Purchase Request:**

<i>Type of LARC</i>	<i>Number Requested</i>		<i>IFHC's 340B Reimbursement Price</i>		<i>Total for Specific LARCs</i>
Paragards	<u>2</u>	@ \$	<u>249.00</u>	= \$	<u>498.00</u>
Mirenas	<u>3</u>	@ \$	<u>249.00</u>	= \$	<u>747.00</u>
Skylas		@ \$	<u>249.00</u>	= \$	
Lilettas		@ \$	<u>100.00</u>	= \$	
Nexplanons	<u>2</u>	@ \$	<u>391.02*</u>	= \$	<u>782.04</u>
Kyleenas		@ \$	<u>249.00</u>	= \$	
<b>TOTAL PURCHASE OF LARCs REQUESTED</b>					<b>\$ <u>2027.04</u></b>

\* Nexplanon price based on original \$399.00 price less the Early Pay Discount

\*\*\*\*\*

**In case we have questions, please list contact person:**

**Name:** Eric Gause

**Phone:** (812) 349-7343

\*\*\*\*\*

**Email LARC Authorization Request as an Attachment to:**

**Debra Stochr**  
(317) 247-9151 ext. 2  
[debra.stochr@ifhc.org](mailto:debra.stochr@ifhc.org)

**IFHC Authorization** \_\_\_\_\_  
**Date** 6-2-23 Approved via email

# Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: HEALTH

MEETING DATE REQUESTED (Tentative): 9/12/2023

Request Presenter(s): LORI KELLEY

Phone: 812-349-2068

Was the Council Liaison notified prior to submitting this Agenda Request: Yes

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

☐ Creation of Account Line(s) and/or ☒ Additional Appropriation(s)

Fund Name: Public Health Emergency Preparation

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment Effective Date of Amendment:

☐ De-Appropriation of Account Lines

Fund Name:

☐ Other (Specify)

**Narrative:** Give a DETAILED SUMMARY explanation for the request (purpose, action needed, etc.).

The Health Department is requesting approval of an additional appropriation to the Public Health Emergency Preparedness Fund for \$25,000 of grant funding. The PHEP grant has been amended with an extension of 7/1/2023 to 6/30/2024. This funding helps to support a part-time assistant for the full-time Emergency Preparedness Coordinator, as well as funding for emergency supplies and services. The Health Department does not expect this grant funding to continue after the 2023-2024 grant cycle and has accounted for this loss within the new Health First funding.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: [councilrequests@co.monroe.in.us](mailto:councilrequests@co.monroe.in.us)

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.

***Council recommends making ANY In-House and/or Category Transfers PRIOR to requesting additional appropriations.***

**Fund Name:** PUBLIC HEALTH EMERGENCY PREPARATION

Fund Number: 8104

<b>TOTAL REQUEST</b>	<b>25,000.00</b>
----------------------	------------------

***Staff will notify Department when the accounts/additionals have been approved/updated.***

**AMENDMENT #1**  
**CONTRACT #0000000000000000000063160**

This is an Amendment to the Grant Agreement (the "Grant") entered into by and between the **Indiana Department of Health** (the "State") and **MONROE COUNTY HEALTH DEPARTMENT** (the "Grantee") approved by the last State signatory on September 09, 2022 for the original Grant.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

The Grant is hereby amended as follows:

1. The Grant is extended for one (1) year and shall terminate on **June 30, 2024**. **Attachment A-1** is hereby attached hereto and incorporated into this Agreement.
2. The consideration shall be increased in the amount of **\$25,000.00**. **Attachments B-1** is hereby attached and fully incorporated into this Agreement. Total remuneration under the Grant is not to exceed **\$50,000.00**.

**All matters set forth in the original Grant and not affected by this Amendment shall remain in full force and effect.**

### Non-Collusion, Acceptance

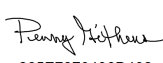
The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee,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

### Agreement to Use Electronic Signatures

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

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


MONROE COUNTY HEALTH DEPARTMENT

By:   
265E7870496D402...

Title: Monroe County Commissioner

Date: 6/27/2023 | 06:27 PDT

Indiana Department of Health

By:   
FD195E4E7AF9428...

Title: IDOH Chief of Staff

Date: 6/27/2023 | 10:47 EDT

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

## **ATTACHMENT A-1**

Cities Readiness Initiative (CRI) funded grant agreements:

*If there is any CRI funding is used as a funding source indicated in the budget (attachment B-1) the following scope of work applies to this grant:*

### **INTRODUCTION**

The Division of Emergency Preparedness (DEP) within the Indiana Department of Health (IDOH) is the entity responsible for administering the Cities Readiness Initiative (CRI) grant received from the Centers for Disease Control and Prevention (CDC). The IDOH DEP administers these funds through sub-recipient agreements which require various activities aimed at enhancing state and local preparedness to better respond to public health emergencies.

This Attachment provides the deliverables that must be completed by local health departments within the CRI program. Compensation under this contract will be provided based upon the receipt of the deliverables listed in this document.

Cities Readiness Initiative (CRI): A CDC-funded program designed to enhance preparedness in the nation's largest population centers, where nearly 60% of the U.S. population resides, to respond successfully to large public health emergencies needing life-saving medications and medical supplies. Metropolitan statistical area (MSA): An area containing a large population nucleus and adjacent communities that have a high degree of integration with that nucleus. The Office of Management and Budget (OMB) establishes and maintains MSAs solely for statistical purposes. The classification provides a nationally consistent set of delineations for collecting, tabulating, and publishing federal statistics for geographic areas.

### **Cities Readiness Initiative Planning Jurisdictions**

There are four CRI planning jurisdictions in Indiana: Chicago, Indianapolis, Cincinnati, and Louisville. Each area consists of several local health departments.

### **Performance and Budget Period**

The Performance Period is from 2019 – 2024. This five-year period is broken down into five Budget Periods (BP), BP 1 – BP 5. This document covers deliverables required in BP4; July 1, 2022 – June 30, 2023.

### **PHEP BP5 CRI Grant Deliverables**

BP5 Grant Requirement: All CRI LHDs must participate with the MSA designated for their respective LHD County. This includes meetings, exercise, trainings, and planning efforts. IDOH District Coordinators will assist in connecting CRI LHDs to respective MSA Jurisdictional POC. Documentation: Meeting attendance record from event. IDOH DEP District will provide technical assistance to CRI LHDs.



## **ATTACHMENT A-1**

Due: 10 days upon meeting to IDOH DEP District Coordinator

BP5 Grant Requirement: All CRI LHDs must participate in quarterly IDOH CRI Initiative meetings/calls. Documentation: Meeting attendance record from meeting. IDOH DEP PHEP District Coordinator will track attendance.

Due: Meetings will occur by:

9/30/2023

12/30/2023

3/30/2024

6/30/2024

BP5 Grant Requirement: All CRI LHDs must conduct annual medical countermeasure (MCM) dispensing drills at an identified POD location within LHD jurisdiction. The goal of a POD is to efficiently provide MCM to a large population in a short period of time. POD locations should be both familiar and easily accessible to the community. Effective security plans are necessary to protect the public, personnel, and dispensed/ administered MCMs. The DTD tests dispensing procedures and verifies estimates of regimens (or courses) allotted to persons per hour for each POD layout.

The three MCM drills include:

Site Activation,

Staff Notification and Assembly

Facility Set Up.

The staff notification, acknowledgment, and assembly drill are conducted to evaluate the jurisdictions' ability and timeliness in contacting staff from different operational categories that the jurisdiction would mobilize during a public health emergency.

This drill documents the following:

The time to notify staff of emergency operations.

The time for staff to acknowledge the notification message.

The percentage of staff that can assemble (report for duty) at their assigned operational locations within a predetermined target time.

Importantly, the jurisdiction can collect data from a notional scenario or an actual staff assembly drill to determine staff assembly capability. Staff notification, acknowledgment, and assembly drills are crosscutting capabilities that serve critical functions in a wide variety of emergency response situations and encompass multiple functions, including dispensing, warehousing (RSS/ RDS), distribution, security, command center management, and others.

Deliverable: After Action Report submitted to IDOH DEP PHEP District Coordinator.

Due: 6/30/2024

BP5 CRI Grant Requirement:

## **ATTACHMENT A-1**

CRI/MSA Communications Plan-CRI LHDs must develop a local plan that details the mechanism for CRI LHDs to communicate to local partners as well as their jurisdictional MSA during an emergency.

EMA

HCC

Public Safety Agencies

Hospitals

Jurisdictional MSA

Deliverable: Communication plan submitted to IDOH DEP PEHP District Coordinator

Due: 12/30/2023

### ADDITIONAL REQUIREMENTS:

\*Below listed are PHEP Base requirement as well and only applicable to PHEP CRI requirement if LHD is not participating in PHEP BP5 Base.

Each CRI Local Health Department Preparedness Coordinator (or designated LHD representative) must attend all District HCC meetings/workshops.

Sign-in sheet will be collected from HCC by IDOH Field Preparedness Coordinators on a quarterly basis. (9/30/2023, 12/31/2023, 3/31/2024, 6/30/2024)

Each CRI Local Health Department Preparedness Coordinator must attend Local Health Department district meetings (preferred to be held monthly but are required to be held in person at least bi-monthly). Submit sign-in sheets and meeting minutes to IDOH Field Preparedness Coordinator.

Each CRI Local Health Department will participate in their respective District HCC Bi-Annual communications drill as conducted by the HCC.

AAR/IP will be collected from HCC by IDOH Field Preparedness Coordinator.

Each CRI Local Health Department is required to invoice at a minimum of one time per month to DEP Invoice inbox and copy of IDOH Field Preparedness Coordinator Invoices MUST be sent to [invoices@health.in.gov](mailto:invoices@health.in.gov) with IDOH DEP District Coordinator copied to be processed.

### BASE Funded grant agreement:

*If any BASE funding is used as a funding source indicated in the budget (attachment B-1) the following scope of work applies to this grant:*

This Attachment explains the minimum preparedness requirements each local health department must complete to remain eligible to receive funding under the agreement.

### BP5 Overview

CDC and IDOH intend for recipients to use Budget Period 5 to focus on reconstituting their workforce, updating outstanding plans, and identifying opportunities for improvement based on recent lessons learned. CDC and IDOH also encourages recipients to engage in peer-to-peer knowledge sharing, continue to work on their multiyear integrated preparedness plans (IPP) and after-action reports (AARs), and identify efforts that advance health equity as the PHEP program transitions toward the 2024-2029 performance period. It is important to note that each IDOH PHEP BP5 Grant Requirement can be linked

# **ATTACHMENT A-1**

to several CDC Public Health Emergency Preparedness and Response capabilities. These capabilities can be located here: <https://www.cdc.gov/orr/readiness/capabilities/index.htm>

## **PHEP BP5 Attachment A Grant Deliverables**

### **LHD Public Health Preparedness Workforce**

The Indiana Department Of Health (IDOH), Division of Emergency Preparedness (DEP) firmly believes effective public health preparedness requires a well-prepared workforce and the foundation of that preparedness begins with education and collaboration at the Local Health department with LHD staff not traditionally involved in preparedness planning efforts.

While training and education in other areas of public health and public service is useful and encouraged, public health preparedness work has unique requirements, partnership development needs, and expectations not taught or encountered in other areas. To that end, the DEP has set minimum training expectations for Public Health Preparedness Coordinators within Indiana. Those expectations are listed in this section. Continued education beyond what is required here is highly encouraged.

Each PHEP BP5 Participating Local Health Department shall maintain at a minimum a 0.5 FTE dedicated preparedness coordinator with a back-up LHD staff member identified. Both individuals must actively participate with the District Health Care Coalition (HCC) and engage in county-level emergency planning, including outbreak and environmental health responses, to link public health and public safety. LHD Preparedness Coordinator and back up must obtain an Indiana Public Safety Identification Number (PSID#) along with a Federal Emergency Management Agency (FEMA) PSID# (It is highly encouraged multiple LHD staff obtain as well).

**BP5 Grant Requirement:** LHD Preparedness Coordinator must submit the following information to IDOH for both LHD Preparedness Coordinator and Identified Preparedness back-up:

- o 24/7 contact information
- o PSID Number #: <https://www.in.gov/dhs/fire-and-building-safety/public-safety-identification-psid-information/>
- o FEMA SID Number: <https://cdp.dhs.gov/FEMASID>

**Documentation:** LHD Preparedness Coordinator shall complete IDOH Provided REDCap Survey with 24/7 contact information for LHD Preparedness Coordinator and back up, PSID# and FEMA SID#

**Due:** 7/30/2023 IDOH DEP will verify after due date LHD has completed IDOH DEP PHEP District Coordinators will document grant compliance on the IDOH DEP BP5 PHEP Grant Tracker.

**BP5 Grant Requirement:** LHD Preparedness Coordinator and back up are required to complete National Incident Management System (NIMS) ICS 300 and ICS 400 in addition to National Incident Management System (NIMS) Independent Study Courses: Incident Command System (ICS) 700, 800, 100 and 200. Additional LHD identified staff by LHD Preparedness Coordinator (in collaboration with LHD Leadership) are required to complete National Incident Management System (NIMS) Independent Study Courses: Incident Command System (ICS) 700, 800, 100 and 200.

- o [An Introduction to the National Incident Management System](#) (IS-700.b)
- o [National Response Framework, an Introduction](#) (IS-800.c)
- o [Introduction to the Incident Command System, ICS 100](#) (IS-100.c)
- o [Basic Incident Command System for Initial Response](#) (IS-200.c)

## **ATTACHMENT A-1**

**Documentation:** ICS Course completion verification for all applicable LHD staff submitted to IDOH DEP District Coordinator. \*Note: If LHD Preparedness Coordinator and/or back up has not changed since previous Budget Period submission, no documentation is required to be submitted. If LHD Preparedness Coordinator and/or back up has changed then documentation is required to be submitted. IS Course Transcript request form: <https://training.fema.gov/student/residenttranscript.aspx>

**Due:** 12/30/2023 to IDOH DEP District Coordinator. IDOH DEP PHEP District Coordinators will document grant compliance on the IDOH DEP BP5 PHEP Grant Tracker

**BP5 Grant Requirement:** LHD Preparedness Coordinator and identified back up are required to complete the following courses:

- IS 242.C: Effective Communication  
<https://training.fema.gov/is/courseoverview.aspx?code=IS-242.c&lang=en>
- IS 244.2: Developing and Managing Volunteers:  
<https://training.fema.gov/is/courseoverview.aspx?code=IS-244.b&lang=en>
- IS-520 Introduction to Continuity of Operations Planning for Pandemics  
<https://training.fema.gov/is/courseoverview.aspx?code=is-520&lang=en>

**Documentation:** ICS Course completion verification for all applicable LHD staff submitted to IDOH DEP District Coordinator. \*Note: If LHD Preparedness Coordinator and/or back up have within the last 5 years completed the trainings, a IS Course Transcript request form reflecting completion is acceptable: <https://training.fema.gov/student/residenttranscript.aspx>

**Due:** 3/30/2024 to IDOH DEP District Coordinator. IDOH DEP PHEP District Coordinators will document grant compliance on the IDOH DEP BP5 PHEP Grant Tracker

### **Situational Awareness**

LHD Preparedness Coordinator must coordinate with LHD leadership to identify additional LHD department staff that contribute to Public Health Preparedness and Response within the Health Department. LHD Preparedness Coordinator must provide best practice and situational awareness to identified LHD staff.

**BP5 Grant Requirement:** LHD Preparedness Coordinator shall hold quarterly Public Health Preparedness review meetings with identified LHD staff to review Preparedness planning efforts, provide updates, review trainings specific to LHD jurisdiction.

**Documentation:** Sign-in sheet and agenda submitted to District Coordinator along with either Power Point slides or meeting summary. \*IDOH will, upon request provide templates as well as technical assistance and meeting topics/training items as requested. IDOH DEP PHEP District Coordinators will document grant compliance on the IDOH DEP BP5 PHEP Grant Tracker

**Due:** Documentation must be submitted within 10 days of meetings and Quarterly meetings must be held by:

- 9/30/2023
- 12/30/2023
- 3/30/2024
- 6/30/2024

### **Emergency Systems Coordination**

**BP5 Grant Requirement:** LHD Preparedness Coordinator and backup shall actively participate in online resource tracking for emergency response, LHD staff notification, volunteer notification and receive Indiana Health Alerts. LHD Preparedness Coordinator (or back-up) must log into IDOH Emergency

## **ATTACHMENT A-1**

System accounts once per month to ensure account information is kept current and up to date. BP5 IDOH Emergency Systems: EMResource, WebEOC, Indiana Health Alert Network (IHAN) and System of Emergency Registry of Volunteers-Indiana (SERV-IN). *\*Note: IDOH PHEP District Coordinators will provide technical assistance upon the request of the LHD.*

LHD Preparedness Coordinator must log into EMResource, IHAN and SERV-IN monthly to maintain active accounts in IDOH Emergency Systems and update contact information as changes occur.

**Documentation:** Verification of active account status-upon request by IDOH DEP. IDOH DEP PHEP District Coordinators will document grant compliance as provided on the IDOH DEP BP5 PHEP Grant Tracker.

**Due:** New accounts must be established by 9/30/2023 ; Existing accounts: Ongoing active accounts.

**BP5 Grant Requirement :** LHD Preparedness Coordinator and backup shall actively participate in IDOH offered Emergency Systems training.

**Documentation:** Upon request by IDOH DEP. IDOH DEP PHEP District Coordinators will document grant compliance on the IDOH DEP BP5 PHEP Grant Tracker as provided.

**Due:** Attendance documentation from trainings will be collected by IDOH DEP District Coordinators following training completion.

### **Emergency Support Function 8**

LHD Preparedness Coordinator shall act as lead for Emergency Support Function (ESF)-8 for their jurisdiction during emergency and disasters.

**BP5 Grant Requirement:** LHD Preparedness Coordinator shall conduct a meeting with County ESF 8 partners bi-annually to review LHD role as lead in local ESF 8 plans. These meetings are not limited to only ESF 8 partners, however, should be a separate meeting from other local planning effort meetings and led by the LHD. *\*Note: This plan was a PHEP Base grant requirement in BP4 2015-2016. \*IDOH will, upon request provide templates as well as technical assistance and meeting topics/training items as requested.*

**Documentation:** Sign in sheet and agenda submitted to PHEP District Coordinator along with either Power Point slides or meeting summary . IDOH DEP PHEP District Coordinators will document grant compliance on the IDOH DEP BP5 PHEP Grant Tracker.

**Due:** Documentation must be submitted 30 days after meeting. Meetings must be held by:

- 12/30/2023
- 6/30/2024

### **Local Health Department Internal Communication & Coordination**

LHD Preparedness Coordinator must collaborate, communicate, and coordinate with LHD Leadership, Immunizations Staff/Public Health Nurse to ensure equitable, accessible vaccines and other medical countermeasures as needed in an emergency.

**BP5 Grant Requirement:** LHD Preparedness coordinator conduct a bi-annual meeting with LHD Leadership, LHD Public Health Nurse/Immunization Nurse and or other LHD staff as deemed necessary to review Social Vulnerability Index (SVI) data for local jurisdiction and discuss health equity and review steps the LHD is taking/plans to take to ensure all residents within the jurisdiction have opportunities and

## **ATTACHMENT A-1**

*fair access to vaccines and other medical countermeasures. IDOH will, upon request provide templates to assist as well as offer technical assistance for meeting topics/training items as necessary. \*Note: SVI Information was a PHEP grant requirement in years past and can be located here:*

[https://www.atsdr.cdc.gov/placeandhealth/svi/fact\\_sheet/fact\\_sheet.html](https://www.atsdr.cdc.gov/placeandhealth/svi/fact_sheet/fact_sheet.html)

**Documentation:** Sign-in sheet and agenda submitted to District Coordinator along with either Power Point slides or meeting summary of meeting(s). IDOH DEP PHEP District Coordinators will document grant compliance on the IDOH DEP BP5 PHEP Grant Tracker

**Due:** Meetings to be held by:

- 12/30/23
- 6/30/24

### **LHD Plans/Memorandum of Understanding (MOU) Maintenance and Updates**

LHD Preparedness Coordinators must ensure County level plans and existing MOUs between LHD and partner agencies, POD Sites, along with identified community partners are current and up to date.

**BP5 Grant Requirement:** Review and update of LHD MOUs.

**Documentation:** IDOH DEP District Coordinators will review and verify deliverable met during scheduled plan review workshop to LHD. IDOH DEP PHEP District Coordinators will document grant compliance on the IDOH DEP BP5 PHEP Grant Tracker

**Due:** 3/30/2023

**BP5 Grant Requirement:** LHD Preparedness Coordinator shall review and update all LHD Preparedness Plans (i.e.: continuity of operations plan (COOP), Infectious Disease Plan, MCM Plan and all associated annexes including the emergency operations plan (EOP), ESF-8, Volunteer Management plan, Crisis Emergency Risk Communication, etc. as well as any additional plans LHD discovers outdated.) LHD Preparedness Coordinator must ensure LHD staff, and any partner agency identified in LHD Plans are fully aware of their role within specified plan(s) to ensure full awareness and transparency

**Documentation:** All updated plans submitted to IDOH DEP District Coordinators. IDOH DEP PHEP District Coordinators will document grant compliance on the IDOH DEP BP5 PHEP Grant Tracker.

**Due:** 6/30/2024

### **Mass Care**

Mass care is the ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location. This capability includes the coordination of ongoing surveillance and assessment to ensure that health needs continue to be met as the incident evolves.

**BP5 Grant Requirement:** LHD Preparedness coordinator must identify the primary points of contact for those organizations responsible for mass care in your jurisdiction and the immediate and ongoing public health services that may be required during mass care operations following a disaster.

**Documentation:** Utilizing the data collection worksheet provided by IDOH, identify the points of contact in your jurisdiction primarily responsible for mass care operations (i.e. sheltering and feeding), identify the locations within your jurisdiction identified as public shelters during disasters, their approximate capacities, and the public health services that your jurisdiction may need as they relate to mass care operations. Worksheets to be submitted to IDOH DEP District Coordinator IDOH DEP PHEP District

## **ATTACHMENT A-1**

coordinators will document grant compliance on the IDOH DEP PHEP BP5 Grant Tracker \*Note:  
IDOH will distribute data collection worksheet no later than 12/30/2023

**Due:** 3/30/2024.

### **Communication Drills**

#### **ESF 8 Partners**

**BP5 Grant Requirement:** LHD Preparedness Coordinator shall conduct bi-annual redundant drills with ESF 8 partners utilizing at a minimum 3 of the systems listed below. \*IDOH will, upon request provide a drill report template.

- Email
- 800 MHz,
- Text
- Land line hard calls

**Documentation:** Drill results submitted to IDOH DEP District coordinator within 10 days after drill. IDOH DEP PHEP District coordinators will document grant compliance on the IDOH DEP PHEP BP5 Grant Tracker.

**Due:** Drills must be held by:

- 12/30/2023
- 6/30/2024

#### **LHD Command Structure**

**BP5 Grant Requirement:** LHD Preparedness coordinator must complete bi-annual LHD command call down drills utilizing SERV-IN to identified individuals within the LHD command structure to continue to engage individuals in command positions.

**Documentation:** SERV-IN report sent to IDOH DEP District Coordinator within 10 days of drill. IDOH DEP PHEP District coordinators will document grant compliance on the IDOH DEP PHEP BP5 Grant Tracker

**Due:** Drills must be held by

- 12/30/2023
- 6/30/2024

#### **Volunteers**

**BP5 Grant Requirement:** LHD Preparedness coordinator must complete bi-annual LHD Volunteer call down drills utilizing SERV-IN to identified volunteers in effort for continuing engagement to volunteers.

**Documentation:** SERV-IN report sent to IDOH DEP District Coordinator within 10 days of drill. IDOH DEP PHEP District coordinators will document grant compliance on the IDOH DEP PHEP BP5 Grant Tracker

**Due: Call down Drill must be held by:**

- 12/30/2023
- 6/30/2024

#### **Additional Requirements:**

Local Health Department Preparedness Coordinators in each district must vote to select one LHD representative per district to serve on their HCC Executive Board. This individual will serve as the voice



## **ATTACHMENT A-1**

and representation within the District HCC and must attend all HCC Executive Board meeting as well as any additional HCC meetings. IDOH will host quarterly calls with the LHD HCC Representative.

- **Documentation:** *Submit sign-in sheet and minutes from District LHD meeting during which vote occurred to IDOH District Coordinator. In addition, reference of the HCC Sign-In Sheet and minutes in which vote occurred to IDOH Field Preparedness Coordinator. \*Note: IDOH will maintain sign-in sheet from quarterly calls*
- **Due:** 9/30/2023

Local Health Department Preparedness Coordinator (or LHD Preparedness Coordinator back up) must attend and participate in all District HCC meetings/workshops and trainings.

- **Documentation:** *Sign-in sheet will be collected from HCC by IDOH DEP District Coordinators*
- **Due:** *Sign in sheets will be reviewed following each HCC meeting by IDOH*

Local Health Department Preparedness Coordinator must attend all Local Health Department in person district meetings (preferred to be held monthly but are required bi-monthly; 6 per grant period. Note: virtual attendance is accepted as a case-by-case scenario and deemed necessary by the District LHD representative to the HCC Board with approval by the IDOH DEP District Coordinator.

- **Documentation:** *District LHD Representative or designated individual must submit sign-in sheets and meeting minutes to IDOH Field Preparedness Coordinator*
- **Due:** *within 10 days after each meeting.*

Each Local Health Department will participate in their respective District HCC Bi-Annual communications drill as conducted by the HCC.

- **Documentation:** *AAR/IP will be collected from HCC by IDOH DEP Regional Supervisors to ensure requirement has been met.*
- **Due:** *HCC Drills are required to be held by:*
  - 12/30/2023
  - 6/30/2024

Each Local Health Department is required to invoice at a minimum of one time per month upon a fully executed agreement and contract is established. Invoices must be sent to IDOH Finance at: [invoices@health.in.gov](mailto:invoices@health.in.gov) with IDOH DEP District Coordinator copied. All invoices must indicate on invoice # line Base or CRI following the Invoice #. Subject line of email state LHD name, PHEP and indicate (if applicable Base or CRI)

Local Health Department Preparedness Coordinators should and are highly encouraged to actively participate with County Local Emergency Planning Committees (LEPCs). LHD Preparedness Coordinators are not required to be members, however attendance and involvement is crucial to local level planning efforts and collaboration.

*BP5 CDC Note: While IDOH and CDC does not impose any new specific program requirements for Budget Period 5 related to health equity, it is encouraged to implement intentional planning and leadership efforts that address, improve, and advance health equity among all communities.*

- *Addressing health disparities and health equity will continue to be a key component of program development in the future, and PHEP participants can expect more specific guidance on inclusion and expansion of partners in planning for jurisdictional risks in future funding opportunities.*



## **ATTACHMENT A-1**

### PHEP BP5 Base-Deliverable Requirements At a Glance 7/1/2023-6/30/2024

Deliverable	Required Documents	To Whom	Date
<b>LHD Public Health Preparedness Workforce</b>			
LHD Preparedness Coordinator must submit 24/7 contact information, PSID #, and FEMA SID# for both Primary LHD Dedicated Preparedness Coordinator and identified LHD Backup Preparedness Coordinator	IDOH-LHD Preparedness Coordinator Information REDCap completion	N/A-REDCap completion results will serve as documentation.	7/30/2023
ICS Course completion verification for all applicable LHD staff submitted to IDOH DEP District Coordinator. Note: If LHD Preparedness Coordinator and/or back up has not changed since previous Budget Period submission, no documentation required to be submitted. If LHD Preparedness Coordinator and/or back up has changed then documentation is required to be submitted	IS Course Transcript or Course certificates (If have not already provided to IDOH in past PHEP Budget Periods)	IDOH DEP District Coordinator	12/30/2023 IS-700.b IS-800.c IS-100.c IS-200.c  3/30/2024 IS-242.c IS-244.2 IS-520
<b>Situational Awareness</b>			
LHD Preparedness Coordinator shall hold quarterly Public Health Preparedness review meetings with identified LHD staff to review Preparedness plans and efforts, provide updates, review trainings specific to LHD jurisdiction.	Sign in sheet and agenda submitted to District Coordinator along with either Power Point slides or meeting summary of meeting. *IDOH will, upon request provide templates as well as technical assistance and meeting topics/training items as requested.	IDOH DEP District Coordinator	Quarterly meetings must be held by: 9/30/2023 12/30/2023 3/30/2024 6/30/2024
<b>Emergency Systems Coordination</b>			

## **ATTACHMENT A-1**

LHD Preparedness Coordinator must maintain active account in IDOH Emergency Systems. Currently for BP5: EMResource, IHAN and SERV-IN	Verification upon request of IDOH DEP District Coordinator	IDOH DEP District Coordinator	New accounts established by 9/30/2023 Existing accounts: Ongoing active accounts.
<b>Emergency Support Function (ESF) 8</b>			
LHD Preparedness Coordinator shall conduct a meeting with ESF 8 partners bi-annually to review LHD role as lead in local ESF 8 plans. (Note: This plan was a PHEP Base grant requirement in BP4 2015-2016). These meetings should be a separate meeting from other local planning effort meetings and led by the LHD.	Sign in sheet and agenda submitted to District Coordinator along with either Power Point slides or summary of meeting.	IDOH DEP District Coordinator	Meetings must be held by: 12/30/2023 6/30/2023 Documentation must be submitted 30 days after meeting
<b>Local Health Department Internal Communication &amp; Coordination</b>			
LHD Preparedness coordinator conduct a bi-annual meeting with LHD Public Health Nurse/Immunization Nurse and or other LHD staff as deemed necessary to review Social Vulnerability Index (SVI) data for local jurisdiction and discuss health equity and review steps the LHD is taking/plans to take to ensure all residents within the jurisdiction have opportunities and fair access to vaccines and other medical countermeasures.	Sign in sheet and agenda along with either Power Point slides or meeting summary of meeting	IDOH DEP District Coordinator	Meetings to be held by: 12/30/2023 6/30/24
<b>LHD Plans/Memorandum of Understanding (MOU) Maintenance and Updates</b>			

## **ATTACHMENT A-1**

LHD Preparedness coordinator shall review and update existing MOUs between LHD and partner agencies, POD Sites, as well as to include any existing MOUs with community partners.	IDOH DEP District Coordinators will review and verify deliverable met during scheduled monthly visits to LHD.	IDOH DEP District Coordinator	3/30/2024
<b>LHD Plans/Memorandum of Understanding (MOU) Maintenance and Updates</b>			
LHD Preparedness Coordinator shall review and update as necessary outstanding LHD Preparedness Plans (Pan Flu Plan, Preparedness Plan, MCM Plan, EOP, ESF8, Volunteer management plan, etc. as well as other plans LHD discovers outdated.)	Updated plans submitted	IDOH DEP District Coordinator	6/30/2024
<b>Mass Care</b>			
LHD Preparedness coordinator must identify the primary points of contact for those organizations responsible for mass care in your jurisdiction and the immediate and ongoing public health services that may be required during mass care operations following a disaster.	Completed IDOH provided data collection worksheet	IDOH DEP Coordinator	3/30/2024
<b>Communication Drills</b>			
LHD Preparedness Coordinator shall conduct bi-annual redundant drills with ESF 8 partners utilizing at a minimum 3 of the systems listed below. *IDOH will, upon request provide a drill report template. Email, 800 MHz, Text, Land line hard calls.	Drill results submitted to IDOH DEP District coordinator within 10 days after drill.	IDOH DEP District Coordinator	Drills must be held by: 12/30/2022 6/30/2022
<b>LHD Command Structure</b>			

## **ATTACHMENT A-1**

LHD Preparedness coordinator must complete bi-annual LHD command call down drills utilizing SERV-IN to identified individuals within the LHD command structure to continue to engage individuals in command positions.	SERV-IN report	IDOH DEP District Coordinator	Drills must be held by: 12/30/2022 6/30/2022
<b>Volunteers</b>			
LHD Preparedness coordinator must complete bi-annual LHD Volunteer call down drills utilizing SERV-IN to identified volunteers in effort for continuing engagement to volunteers.	SERV-IN report	IDOH DEP District Coordinator	Drills must be held by: 12/30/2022 6/30/2022
<b>Additional Requirements</b>			
Local Health Departments in each district must select one LHD representative per district to serve on their District Healthcare Coalition (HCC) Executive Board. This individual will serve as the voice and representation within the District HCC and must attend all HCC Executive Board meeting as well as any additional HCC meetings. This individual must attend IDOH hosted quarterly calls with the LHD HCC Representative.	Sign-in sheet and minutes from meeting vote occurred	IDOH DEP District Coordinator	9/30/2023
Attend District HCC full membership meetings when they occur	Sign-in sheet will be collected from HCC by ISDH	N/A	N/A
Hold monthly (or at least bi-monthly) LHD district meetings	Submit sign-in sheets and minutes	IDOH DEP District Coordinator	Within 10 days of meeting date
Participate in District HCC bi-annual communications drills conducted by the HCC	AAR/IP will be collected from HCC by ISDH	N/A	N/A

**ATTACHMENT A-1**

LHDs shall meet with IDOH DEP District Coordinators to review existing plans and update as needed during a scheduled plan review workshop with the LHD and IDOH DEP District Coordinator by 6/30/2024	IDOH DEP District Coordinators will track.	N/A	6/30/2024
Local Health Department Preparedness Coordinators should actively participate with County Local Emergency Planning Committees (LEPCs).	N/A	N/A	N/A

<b>ATTACHMENT B-1</b>				
<b>BUDGET</b>				
PHEP SUB-AWARDEE/DIVISION OF EMERGENCY PREPAREDNESS				
<i>GRANT FUNDING SUMMARY AND ITEMIZATION</i>				
		BASE	CRI	TOTAL
ORIGINAL		\$25,000.00	\$0.00	\$25,000.00
AMENDMENT 1		\$25,000.00	\$0.00	<b>\$25,000.00</b>
<b>TOTAL REMUNERATION</b>	<b>\$50,000.00</b>			

Federal grant funds have been awarded by the Centers for Disease Control & Prevention through the Indiana Department of Health to Grantee to further public health preparedness capabilities. All expenses claimed for reimbursement by Grantee must directly support the achievement of these capabilities. This is a cost reimbursement agreement. All claims for reimbursement shall be submitted electronically to The Division of Emergency Preparedness. This budget must be approved by DEP. Detailed budgets (attached) must be submitted and approved by June 1, 2023. All services and activities reflected in the budget must be completed by June 30, 2024.

Grantee shall procure and claim all funds allocated to the Supplies and Equipment categories in their approved budget by April 27, 2024. Budget revisions shall be accepted, and final budget revisions must be submitted to DEP on or before May 1, 2024. Final invoicing is due on or before August 29, 2024.

Grantee will be required to link each proposed expense to one or more Public Health Preparedness Capabilities. Expense activities include: Salary and Fringe, Supplies, Other, Travel, Equipment, and Contractual.

# Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: HEALTH

MEETING DATE REQUESTED (Tentative): 9/12/23

Request Presenter(s): LORI KELLEY

Phone: 812-349-2068

Was the Council Liaison notified prior to submitting this Agenda Request: No

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

☐ Creation of Account Line(s) and/or ☒ Additional Appropriation(s)

Fund Name: Long-Term COVID

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment Effective Date of Amendment:

☐ De-Appropriation of Account Lines

Fund Name:

☐ Other (Specify)

**Narrative:** Give a DETAILED SUMMARY explanation for the request (purpose, action needed, etc.).

The Monroe County Health Department(MCHD) has been awarded \$175,252.27 in immunization funds for the grant cycle of July 01, 2023 through June 30, 2024. These funds will ensure continuation of COVID-19 vaccinations, vaccine promotion, and vaccine storage. These funds also help to support community outreach conducted by the public health clinic and vaccine clinics. The immunization funds generally pass through our department to cover the expenses of our public health clinic which is a partnership with IU Health. The department does not expect this supplemental COVID grant funding to continue after the 2023-2024 grant cycle.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: [councilrequests@co.monroe.in.us](mailto:councilrequests@co.monroe.in.us)

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.

***Council recommends making ANY In-House and/or Category Transfers PRIOR to requesting additional appropriations.***

**MEETING DATE REQUESTED** *(Tentative)*: 9/12/2023

Fund Number:	8181	Location Number:	9624
--------------	------	------------------	------

***Contact the Council Administrator (Ext. 2516) for new numbers and/or clarification on account numbers.***

140



**GRANT AGREEMENT****Contract #000000000000000000073668**

This Grant Agreement ("Grant Agreement"), entered into by and between Indiana Department of Health (the "State") and **MONROE COUNTY BOARD OF COMMISSIONERS** (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

**1. Purpose of this Grant Agreement; Funding Source.** The purpose of this Grant Agreement is to enable the State to award a Grant of **\$175,252.27** (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Attachments A and B** of this Grant Agreement, which are incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with **Indiana Code § 16-19-3-1** establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

**FUNDING SOURCE:**

If Federal Funds: Program Name per Catalog of Federal Domestic Assistance (CFDA):  
Immunization and Vaccines for Children- COVID-19

CFDA # 93.268

If State Funds: Program Title \_\_\_\_\_

**2. Representations and Warranties of the Grantee.**

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

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

**3. Implementation of and Reporting on the Project.**

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

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

**4. Term.** This Grant Agreement commences on **July 01, 2023** and shall remain in effect through **June 30, 2024**. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

**5. Grant Funding.**

A. The State shall fund this Grant in the amount of **\$175,252.27**. The approved Project Budget is set forth as **Attachment B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

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

C. The funds provided through this Grant are to be used to supplement and not supplant any other appropriations, including local appropriations, made for the same purpose. These funds are being provided to the Grantee to carry out the specific work described herein and are not to be used except as authorized in this Grant Agreement. If the Grantee is a local unit of government, the Grantee shall provide a report back to the State documenting that the appropriate local governing body has appropriated this funding in addition to any existing appropriations.

**6. Payment of Claims.**

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

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

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

D. Claims shall be submitted to the State within twenty (20) calendar days following the end of the month in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than thirty (30) calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within sixty (60) calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis only, unless otherwise specified in **Attachment A** or **B**. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and

not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

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

- A. whether Project activities are consistent with those set forth in **Attachment A**, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Attachment B** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

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

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

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

C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, <https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>. Guidelines for filing the annual report are included in Attachment C (Guidelines for Non-governmental Entities).

**9. Compliance with Laws.**

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

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the**

**Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

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

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

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

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

G. As required by IC § 5-22-3-7:

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

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

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

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

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

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

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

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

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

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

**10. Debarment and Suspension.**

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

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

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

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

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

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

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

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

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take

appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

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

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

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

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

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

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

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

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

**17. Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee

certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

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

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

A. Notices to the State shall be sent to:

Indiana Department of Health  
ATTN: Contract and Audit Section  
2 North Meridian Street, Section 2-C  
Indianapolis, IN 46204  
E-mail: [IDOHcontracts@health.in.gov](mailto:IDOHcontracts@health.in.gov)

B. Notices to the Grantee shall be sent to:

**Administrator**  
**Monroe County Health Department**  
**119 West 7<sup>th</sup> Street**  
**Bloomington, Indiana 47404**  
E-mail: [lkelly@co.monroe.in.us](mailto:lkelly@co.monroe.in.us)

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

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

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

**21. Termination for Breach.**

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

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

**22. Termination for Convenience.** Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the

State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

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

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

**25. Provision Applicable to Grants with tax-funded State Educational Institutions:**  
**"Separateness" of the Parties.** Deleted as not applicable.

**26. HIPAA Compliance.** If this Grant Agreement involves services, activities, or products subject to the Health Insurance Portability Act of 1996 (HIPAA), the Grantee covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

**27. Amendments.** No alteration or variation of the terms of this Grant shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Any alterations or amendments, except a change between budget categories, which requires the prior written consent of a duly authorized representative of the State, shall be subject to the contract approval procedure of the State.

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

Amendments -added

Grant Funding-modified

HIPAA Compliance-added

Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties -Deleted



### Non-Collusion, Acceptance

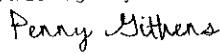
The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee,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

### Agreement to Use Electronic Signatures

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

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


MONROE COUNTY BOARD OF COMMISSIONERS

By:   
1E0F5FF84AC446B...

Title: President- Penny Githens

Date: 5/30/2023 | 11:06 EDT

Indiana Department of Health

By:   
FD195E4E7AF9428...

Title: IDOH Chief of Staff

Date: 5/30/2023 | 23:21 EDT

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

## Attachment A

### Monroe County Health Department

#### Local Health Department Immunization Grant Scope of Work

The Monroe County Health Department will conduct the following activities:

- Promote all vaccines recommended by the Advisory Committee on Immunization Practices (ACIP)
- Provide direct vaccination services to in accordance with ACIP recommendations to all individuals regardless of insurance status to meet the needs of your jurisdiction.
- Conduct outreach and vaccination of all ACIP recommended vaccines to minority and hard to reach populations.
- Employ or partner with Community Health Workers to reach vulnerable and underserved populations in their jurisdictions.
- Conduct school site vaccination clinics that meet the vaccination needs in your jurisdiction.
- Report data on all administered vaccines in the state Immunization Information System, CHIRP.
- Conduct at least one consumer access promotion activity to raise awareness and increase participation.
- Conduct at least one quality assurance activity to review and improve the quality of data being submitted to the Indiana immunization registry.
- ☒ Conduct at least one exercise or event with emergency preparedness staff in preparation for or in response to a vaccine-preventable disease outbreak.
- Develop and implement a partner engagement strategy plan that describes how they will work with new and existing partners to increase immunization coverage rates.
- Submit quarterly and annual reports in a format prescribed by the Indiana Department of Health.
- Submit invoices and required documentation monthly.

Attachment B

**Monroe County Health Department**  
Local Health Department Immunization Grant Budget

<b>Budget Category</b>	<b>Amount</b>
Personnel	\$78863.52
Travel	\$8762.61
Supplies	\$29792.89
Equipment	\$8762.61
Contractual	\$40308.03
Other	\$8762.61
<b>Total</b>	<b>\$175,252.27</b>

## Attachment C: Federal Funding

Federal Agency: Department of Health and Human Services

CFDA Number: 93.268

Award Number: NH23IP922631

Award Name: Immunization Cooperative Agreements

### 1) Incorporation

This award is based on the application, as approved, the Indiana Department of Health (IDOH) submitted to the Department of Health and Human Services relating to the program and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a) The grant program legislation and program regulation by statutory authority as provided for this program and all other referenced codes and regulations.
- b) 2 CFR Subtitle A, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c) The HHS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period. (Parts I through III of the HHS GPS are currently available at <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>.)

The Contractor or Grantee (as defined in the Contract or Grant Agreement) must comply with all terms and conditions outlined in the grant award, including grant policy terms and conditions contained in applicable Grant Policy Statements; requirements imposed by program statutes and regulations and grant administration regulations, as applicable; and any regulations or limitations in any applicable appropriations acts.

### 2) Anti-kickback Statute

The Contractor or Grantee is subject to the anti-kickback statute and should be cognizant of the risk of criminal and administrative liability under this statute, 42 U.S.C. § 1320a-7b(b).

### 3) Victims of Trafficking and Violence Protection Act

The Contractor or Grantee is subject to the requirements of Section 106(g) of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 U.S.C. § 7104).

### 4) Accessibility of Services

Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), and any provisions required by the implementing regulations of the Federal Agency providing the funds. Resources are available at <http://www.justice.gov/crt/about/cor/coord/titlevi.php>.

Executive Order 13166 requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency have meaningful access to services. Resources are available at <http://www.lep.gov/13166/eo13166.html>.

### 5) Federal Information Security Management Act (FISMA)

The Contractor or Grantee must protect all information systems, electronic or hard copy which contains federal data from unauthorized access. Congress and the Office of Management and

Budget (OMB) have instituted laws, policies, and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. Resources are available at <http://csrc.nist.gov/groups/SMA/fisma/index.html>.

#### **6) Registration Requirements**

The Contractor or Grantee must register in the System for Award Management (SAM) and maintain the registration with current information. Additional information about registration procedures may be found at [www.sam.gov](http://www.sam.gov). The entity must maintain the accuracy and currency of its information in SAM at all times during which the entity has an active award unless the entity is exempt from this requirement under 2 CFR Subtitle A, Chapter II, Part 200. Additionally, the entity must review and update the information at least annually after the initial registration.

#### **7) Non-Delinquency on Federal Debt**

Contractor or Grantee is subject to the Federal Debt Collection Procedures Act of 1990, 28 U.S.C. § 3201(e), which imposes restrictions on the transfer of federal funds to persons or entities owing a debt to the United States.

#### **8) Federal Funds Disclosure Requirements**

Any of the entity's statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs supported in whole or in part by federal funds must state a) the percentage of the total costs of the program or project with federal financing; b) the amount of federal funds for the project or program; and c) the percentage and dollar amount of the total costs of the project or program financed by nongovernmental sources. "Nongovernmental sources" means sources other than state and local governments and federally recognized Indian tribes.

Publications, journal articles, etc. produced under a grant support project must bear an acknowledgment and disclaimer, as appropriate, for example:

*This publication (journal article, etc.) was supported by the Immunization Cooperative Agreements from Department of Health and Human Services. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department of Health and Human Services.*

#### **9) Equipment and Products**

To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made. 2 CFR Subtitle A, Chapter II, Part 200.33 and 200.313 defines equipment as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.

The grantee may use its own property management standards and procedures provided it observes provisions of the relevant sections in the Office of Management and Budget (OMB) 2 CFR Subtitle A, Chapter II, Part 200.500-520.

#### **10) Federal Funding Accountability and Transparency Act (FFATA)**

In order for IDOH to comply with federal reporting requirements, Contractor or Grantee must complete, in its entirety, titled Transparency Reporting Subaward Questionnaire. If the pre-populated information in the form regarding Contractor or Grantee is incorrect, Contractor or Grantee should strike the incorrect information and enter the correct information. IDOH will send this form in a separate e-mail.

#### **11) Federal Lobbying Requirements**

- a) The Contractor certifies that to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, contract, loan, or cooperative agreement, the Contractor shall complete and submit "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c) The Contractor shall require that the language of subparagraphs A) and B) be included in the language of all subcontracts and that all subcontractors shall certify and disclose accordingly.

For more information, please contact the IDOH Division of Finance.

## Attachment D

### Annual Financial Report for Non-governmental Entities

#### Guidelines for filing the annual financial report:

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



# MONROE COUNTY COUNCIL

Monroe County Courthouse, Room 306  
100 W Kirkwood Avenue  
Bloomington, Indiana 47404  
Office: 812-349-7312  
CouncilOffice@co.monroe.in.us

Kate Wiltz, President  
Trent Deckard, President Pro Tempore  
Jennifer Crossley  
Marty Hawk  
Peter Iversen  
Geoff McKim  
Cheryl Munson

## COUNCIL REGULAR SESSION SUMMARY MINUTES Tuesday, July 11, 2023 at 5:30 pm Nat U. Hill Meeting Room and Zoom Connection

### Members

Present – **In Person** -- Kate Wiltz, President  
Present – **Virtual** – Trent Deckard, President Pro Tempore  
Present – **In Person** – Jennifer Crossley  
\*Present – **In Person** – Marty Hawk  
Present – **In Person** – Peter Iversen  
Present – **In Person** -- Geoff McKim  
Present – **In Person** – Cheryl Munson

### Staff

Present – **In Person** – Molly King-Turner, Legal Counsel  
Present – **In Person** – Courtney Moser, Administrative Assistant

### 1. CALL TO ORDER

Wiltz called the meeting to order at 5:30 pm and noted that there were six (6) Council members present in the Nat U Hill Room (Wiltz, Hawk, Iversen, McKim, Munson, and Crossley) and Deckard attended virtually.

### 2. PLEDGE OF ALLEGIANCE

### 3. ADOPTION OF AGENDA

Iversen moved to amend Item #8 to clarify the Probation Department's request to de-appropriate an account line and simultaneously amend the 2023 Salary Ordinance. Munson seconded.

Wiltz asked for a Roll Call vote on the amendment.

Moser called the roll:

McKim	Yes
Deckard	Yes
Crossley	Yes
Wiltz	Yes
Iversen	Yes
Munson	Yes
Hawk	Yes

Motion passed; 7-0; Unanimous





Lisa Ridge, Highway Director, presented on this item. Council discussion ensued.

Public Comment: Jim Shelton with the Bloomington Chamber of Commerce.

**Wiltz asked for a Roll Call Vote.**

**Moser called the roll:**

Iversen Yes

McKim Yes

Munson Yes

Hawk Yes

Crossley Yes

Deckard Yes

Wiltz Yes

**Motion passed; 7-0; Unanimous**

---

**8. PROBATION DEPARTMENT, Linda Brady  
Request Approval of an Amendment to the 2023 Salary Ordinance**

Probation- Special Purpose Local Income Tax 1114-0273

12257 Evidence-Based Practices Coordinator/ Probation Officer 35 Hours SO Non-Exempt

The department is requesting to convert one of the two vacant Juvenile Supervision PO positions to an additional Evidence-based Practices (EBP) Coordinator/PO position. If approved, the second EPB Coordinator would work closely with the current EPB Coordinator to work primarily with the Juvenile Division staff.

There is already an existing job description for an EPB Coordinator that is classified at the same level as a Juvenile Supervision PO position.

**Iversen moved to approve the Probation Department's request to de-appropriate Fund 1114-0273, LIT-Special Purpose, account line 12257, Juvenile Supervision Probation Officer, in the amount of \$29,922.53, to approve the creation of a new account line 12260, Evidence Based Practices Coordinator, and to simultaneously amend the Salary Ordinance to add account line 12260, Evidence Based Practices Coordinator, 35 hours, Special Occupation, Non-Exempt. McKim seconded.**

Linda Brady, Chief Probation Officer, presented on this item.

Council discussion ensued. No public comment.

**Wiltz asked for a Roll Call Vote.**

**Moser called the roll:**

Munson Yes

Wiltz Yes

Crossley Yes

Deckard Yes

Hawk Yes

Iversen Yes

McKim Yes

**Motion passed; 7-0; Unanimous**

9. **YOUTH SERVICES BUREAU, Vanessa Schmidt**  
**Request Creation of a New Account Line and Simultaneously Approve an Additional Appropriation**  
*\*New Account Line*  
*30028 Training and Travel*  
1503 Youth Service Bureau Grant, 9111-9624  
30028 Training and Travel \$1,577.64

The department is requesting approval of additional funds through the IYSA 1503 grant awarded to YSB for the year of 07/01/2023 through 06/30/2024 in the amount of \$42,860. This is an increase of \$1,577.64 over the original award. This grant is used to fund half of the salary and benefits of the full time Education Case Manager, supplement the hourly direct care staff in the shelter, or support preventative programs.

Iversen moved to approve the Youth Service Bureau's request for the creation of a new account line in Fund 9111-9624, 1503 YSB Grant, account line 30028, Training and Travel and to simultaneously approve an additional appropriation in the amount of \$1,577.64 in the Services Category. McKim seconded.

Vanessa Schmidt, Deputy Director, presented on this item. No Council discussion. No public comment.

Wiltz asked for a Roll Call Vote.

Moser called the roll:

Wiltz	Yes
Crossley	Yes
Deckard	Yes
Hawk	Yes
Iversen	Yes
McKim	Yes
Munson	Yes

Motion passed; 7-0; Unanimous

- 
10. **PARKS & RECREATION, Kelli Witmer**  
**A. Request Approval of an Additional Appropriation**  
General Fund- Parks & Recreation, 1000-0803  
40001 Equipment \$5,300.00

The department is requesting approval of a \$5,300.00 additional appropriation for the purchase of two PolyJohn ADA port-a-toilets. Current port-a-toilets are located at the Limestone Greenway Sheriff Substation & KFG Loesch Rd. trail head. Both toilets are pumped/cleaned once a week for \$20 per toilet, per service. If granted two additional port-a-toilet units, MCPR will request additional funds for servicing in the 2024 budget. If approved, one toilet would be located at Flatwoods Park: MCPR believes the new ADA playground (open July 2023) and the park's nature amenities will be utilized 12 months a year, and therefore will require a fall/winter toilet for the children to use. The new ADA/Family restroom building (installation in 2024) will only be a seasonal restroom facility, and an addition of a winter ADA port-a-toilet location is being included in the restroom upgrade design. If approved, another toilet would be located at the north end of Karst Farm Greenway (KFG). The KFG is popular, and the public has requested basic amenities (parking, toilet, water, bench). Current toilets are located at Karst Farm Park and the Loesch Rd. trail head. The proposed port-a-toilet location will be near Bobcat of Ellettsville.



to compensate both employees appropriately, I am requesting the addition of a transitional training line, approval of appropriation transfers to support the training required, and approval to correct past pay to compensate both employees at the correct rates as of July 10, 2023. An additional appropriation is not necessary.

Iversen moved to approve the Auditor's request to amend the 2023 Salary Ordinance to add account line 16800, Transitional Temporary Training Position in Fund 1000-0002, General Auditor. McKim seconded.

Molly Turner-King, Legal Counsel, presented on this item for the Auditor's Office in their absence.

Council discussion ensued. No public comment.

**Wiltz asked for a Roll Call Vote.**

### Moser called the roll:

**Crossley**                      **Yes**

**Wiltz** **Yes**

Deckard	Yes
---------	-----

**Munson**                      **Yes**

**Hawk** **Yes**

McKim Yes

Iversen Yes

**Motion passed; 7-0; Unanimous**

## 12. AMERICAN RESCUE PLAN ACT FUND DISCUSSION

### A. Ivy Tech, Eric Coyne

Erik Coyne, Ivy Tech Chancellor, Jasmine Zachariah, Assoc. Prof., Early Childhood Education, Marjie Risen, Education Department Chair, and Kimberly Roach, Dean of Nursing, presented on Ivy Tech's needs.

Council discussion ensued.

[illegible]

**B. Centerstone, Linda Grove- Paul**

Linda Paul-Grove, Centerstone, presented the needs of Centerstone for ARPA funds.

Council discussion ensued.

[illegible]

### C. Other Projects

McKim would still ask that the Council to keep Broadband alive. Commissioner Thomas gave more information.

**13. COUNCIL OFFICE, Molly Turner-King**  
**Amendment to 2023 Retention Bonus Supplemental**

The 2023 Salary Ordinance outlines that Monroe County employees will receive a retention bonus supplemental paid out quarterly. This ordinance states that employees must be hired on or before outlined dates, and actively employed on the last day of the specified quarter. However, this ordinance does not account for a situation in which an employee begins the quarter as a part- time employee and finishes the quarter as a full- time employee.

**\*Hawk left the meeting at 8:19 pm**

Turner-King presented on the Retention Bonus Supplemental and the wording in the 2023 Salary Ordinance.

Council discussion ensued.

Turner-King drafted new language to amend 2023 Salary Ordinance, as follows:

"If an employee transfers from a part-time to a full-time position or vice versa after a quarter begins but before a quarter ends, the quarterly amount to be received by the employee will be pro-rated based on the date of transfer in status."

**McKim moved to amend the 2023 Salary Ordinance section on the Retention Bonus Supplemental to include the text that Turner-King presented to Council. Iversen seconded.**

No further Council discussion. No public comment.

**Wiltz asked for a Roll Call Vote.**

**Moser called the roll:**

**Crossley Yes**

**McKim Yes**

**Munson Yes**

**Deckard Yes**

**Iversen Yes**

**Wiltz Yes**

**Motion passed; 6-0; Unanimous**

---

**14. COUNCIL COMMENTS**

Iversen stated that Council is thinking of Kim and can't wait until she's back. Also, thanks staff for holding it down without her.

Crossley spoke on visit to Crestmont area.

Deckard spoke about the meeting Scripts and how it helps the process.

Munson spoke on recent meetings on new jail facility.

---

**15. ADJOURNMENT 8:32 pm**

The County Council Regular Summary Minutes for **July 11, 2023** were presented and approved on **September 26, 2023**.

**MONROE COUNTY COUNCIL, INDIANA**

***“Aye”***

***“Nay”***

---

Kate Wiltz, President

---

Kate Wiltz, President

---

Trent Deckard, President Pro Tempore

---

Trent Deckard, President Pro Tempore

---

Jennifer Crossley, Member

---

Jennifer Crossley, Member

---

Marty Hawk, Member

---

Marty Hawk, Member

---

Peter Iversen, Member

---

Peter Iversen, Member

---

Geoff McKim, Member

---

Geoff McKim, Member

---

Cheryl Munson, Member

---

Cheryl Munson, Member

**ATTEST:**

---

Catherine Smith, Auditor  
Monroe County, Indiana

---

Date



# MONROE COUNTY COUNCIL

Monroe County Courthouse, Room 306  
100 W Kirkwood Avenue  
Bloomington, Indiana 47404  
Office: 812-349-7312  
CouncilOffice@co.monroe.in.us

Kate Wiltz, President  
Trent Deckard, President Pro Tempore  
Jennifer Crossley  
Marty Hawk  
Peter Iversen  
Geoff McKim  
Cheryl Munson

## COUNCIL WORK SESSION SUMMARY MINUTES Tuesday, July 25, 2023 at 5:30 pm Nat U. Hill Meeting Room and Zoom Connection

### Members

Present – **In Person** – Kate Wiltz, President  
Present – **In Person** – Trent Deckard, President Pro Tempore  
Present – **In Person** – Jennifer Crossley  
Present – **In Person** – Marty Hawk  
Present – **In Person** – Peter Iversen  
Not Present – Geoff McKim  
Present – **Virtual** – Cheryl Munson

### Staff

Present – **In Person** – Courtney Moser, Administrative Assistant  
Present – **In Person** – Jeff Cockerill, Legal Counsel  
Present – **In Person** – Brianne Gregory, County Financial Director  
Present – **In Person** – Catherine Smith, Auditor

### 1. CALL TO ORDER

Wiltz called the meeting to order at 5:38 pm and noted that there were five (5) Council members present in the Nat U Hill Room (Wiltz, Deckard, Crossley, Hawk, and Iversen), Munson attended virtually, and McKim was not present.

---

### 2. ADOPTION OF AGENDA

---

### 3. PUBLIC COMMENT – *items NOT on the agenda (limited to 3 minutes per speaker)*

None

---

### 4. DEPARTMENT UPDATES

-Jeff Cockerill, County Legal, gave an update on the DLZ contract.  
-Catherine Smith, Auditor, gave an update on property tax schematic.  
-Brianne Gregory, County Financial Director, gave an update on Baker-Tilly and the ARPA Project.



## 5. COUNCIL LIAISON UPDATES

- Munson stated that applicant presentations for the Sophia Travis Community Services Grant will be July 26th at 4:30 pm. There were thirty-nine (39) applicants.
  - Crossley stated the next JFAC meeting will be Monday, July 31st in the Nat U Hill Room at 4:30 pm.
  - Hawk discussed ways to bring in dollars for law enforcement and the jail.
- 

## 6. BOARDS AND COMMISSIONS APPOINTMENT

### **Request Approval of an Appointment to the Capital Improvement Board (CIB)**

Eric Spoonmore Capital Improvement Board Term Expires: 2025

**Deckard moved to approve the appointment of Eric Spoonmore to the Capital Improvement Board which will be responsible for leading the Convention Center Expansion Project. Iversen seconded.**

Council discussion on this appointment. No public comment.

Wiltz asked for a roll call vote.

Moser called the roll:

Hawk	Yes
Deckard	Yes
Crossley	Yes
Wiltz	Yes
Munson	Yes
Iversen	Yes

**Motion passed; 6-0; Unanimous**

---

## 7. CLERK'S OFFICE, Nicole Browne

### **Request the Creation of a New Account Line and Simultaneously Approve a Category Transfer**

*\*New Account Line*

*40301*

Election Fund, 1215-0062

#### **FROM:**

22002 Machine Precinct Etc. \$1,000.00

#### **TO:**

40301 Equipment-Election Equipment \$1,000.00

The Clerk's office is requesting to create an Equipment account line in the election budget to purchase equipment that is not under contract and not repairable. The Election Department needs to replace a Letter Folder as soon as possible. This device is used to fold letters that are sent out to voters for various reasons including information concerning voting by mail when the ballot is requested by mail. They would like to transfer \$1,000 from their existing line.

**Deckard moved to approve the Clerk's request for a new account line in Fund 1215-0062, Election Fund-Election Board, account line 40301, Election Equipment and to simultaneously approve a category transfer of \$1,000 from the Supplies Category to the Capital Category. Iversen seconded.**

Nicole Browne, Clerk, presented on this item. No Council comment. No public comment.

Wiltz asked for a roll call vote.

Moser called the roll:

Wiltz Yes

Crossley Yes

Munson Yes

Deckard Yes

Hawk Yes

Iversen Yes

Motion passed; 6-0; Unanimous

---

**8. PROSECUTOR'S OFFICE, Beth Hamlin**

**A. Request Approval for the Creation of New Account Lines and to Simultaneously Approve Additional Appropriations**

*\*New Account Lines*

17601 17801 18001 20011 20100 30028 30021 30058 30042 30003  
30800 30007 33049

Adult Protective Services, 9112-9624

15115	APS Director	\$ 55,210.00
13016	APS Investigator	\$ 51,988.00
13017	APS Investigator	\$ 48,184.00
13031	APS Case Monitor	\$ 46,273.00
17601	Longevity	\$ 200.00
17801	Part- Time	\$ 812.10
18001	FT Self Insurance	\$ 11,408.00
18101	FICA	\$ 15,580.00
18201	PERF	\$ 28,919.00
20011	Supplies	\$ 200.00
20100	Fuel	\$ 1,000.00
30028	Travel/ Training	\$ 500.00
30021	Phones and Pagers	\$ 750.00
30058	Outreach	\$ 200.00
30042	Technical Hardware/ Services	\$ 200.00
30003	Printing and Subscriptions	\$ 300.00
30800	Postage	\$ 350.00
30007	Official Bond	\$ 300.00
33049	Emergency Housing and Services	\$ 13,492.69

**TOTAL \$275,866.79**

The Department provides Adult Protective Services (APS) for Unit 10 covering Monroe, Owen, and Morgan Counties by way of a contract with the State of Indiana. Adult Protective Services investigates reports of endangered adults and may take legal action to protect incapacitated adults harmed or threatened with harm as a result of neglect (including self-neglect), battery or exploitation. The APS budget is funded by a fiscal year grant awarded by the State of Indiana Family Social Services Administration, Division on Aging. This is a request to appropriate the contractual funding from FSSA to the APS Program. This is a two-year contract term 7/1/23 - 6/30/25 in the amount of \$551,733.58, however this request is to appropriate only the first year of funding in the amount of \$275,866.10 for dates 7/1/23 - 6/30/24.



**9. EMERGENCY MANAGEMENT, Justin Baker**  
**Request Approval of a Category Transfer**  
Emergency Management Walmart Grant, 4931-0000

**FROM:**

30006 Contractual \$1,000.00

**TO:**

20011 Other Supplies \$1,000.00

The Emergency Management Office is requesting a category transfer from the Contractual account line to the Other Supplies account line for Fund 4931. This is due to the contractual line being determined to be the incorrect category for the items being purchased by the grant amount of \$1,000.00.

As a reminder, the Department partnered up with a local Fire Department and Police Department to help them find funding for much-needed on-scene safety equipment for their responders. Earlier this year, the Emergency Management Agency applied for a grant through the Walmart Community Grant Foundation and was recently notified that we were awarded a grant in the amount of \$1,000.00 to go towards this project. This project has the purpose of purchasing accountability tags for first responders within Monroe County to help keep our responders safe and secure while on the scene of an incident.

**Deckard moved to approve the Emergency Management Department's request for a new account line, 20011 Other Supplies, in Fund 4931-0000, Emergency Management Walmart Grant, and to simultaneously approve a transfer from the Contractual Category to the Supplies Category of \$1,000. Iversen seconded.**

Justin Baker, Assistant Director, presented on this item. No Council comment. No public comment.

**Wiltz asked for a roll call vote.**

**Moser called the roll:**

**Crossley Yes**

**Wiltz Yes**

**Deckard Yes**

**Munson Yes**

**Hawk Yes**

**Iversen Yes**

**Motion passed; 6-0; Unanimous**

---

**10. LEGAL DEPARTMENT, Jeff Cockerill**

**A. Request Approval of Ordinance 2023-19 the Extension of the Interlocal Agreement with the Monroe County Trustee Corporation**

This agreement extends the interlocal agreement with the Township Trustees Corporation for COVID- 19 support.

**Deckard moved to approve Ordinance 2023-19 an extension of the Interlocal Agreement with the Monroe County Trustee Corporation. Iversen seconded.**

Cockerill presented on this item. Council discussion ensued. No public comment.

### Moser called the roll:

**Motion passed; 6-0; Unanimous**

[illegible]

The Commissioners obtained a Tax Sale Deed for a Parcel Number 53-03-17-403-046.000-002 in the Town of Stinesville. The Town of Stinesville has requested the County to transfer the parcel to the Town.

**Deckard moved to table Item 10.B indefinitely. Iversen seconded.**

**Wiltz asked for a roll call vote.**

### Moser called the roll:

**Motion passed; 6-0; Unanimous**

### Commissioners' Administrator Job Description.

**Deckard moved to approve the request to update the job description for the Commissioners' Administrator. Iversen seconded.**

E Sensenstein, Personnel Administrator, presented on this item. Council question. No public comment.

**Wiltz asked for a roll call vote.**

### Moser called the roll:

**Motion passed; 6-0; Unanimous**



E Sensenstein, Personnel Administrator, presented on this item. Council discussion ensued. No public comment.

### Moser called the roll:

**Wiltz** **Yes**

**12. AVIATION DEPARTMENT, Amy Gharst**

Aviation Fund, 1107-000

13509	Airport Operations Team Lead	LTC D	35 Hours	Non-Exempt
-------	------------------------------	-------	----------	------------

Amy Gharst, Financial Manager, and Jeff Cockerill, County Legal, presented on this item. Council discussion ensued. No public comment.

### Moser called the roll:

Hawk Yes

[illegible]

**B. Request Approval to Update Job Descriptions**

- Financial Manager
- Airport Secretary
- Airport Operation Specialist

At the June 6th PAC Meeting the Airport Director requested to create an Airport Operations Team Lead position. This position will oversee daily operations, aid in administrative tasks, and coordinate maintenance and repair duties. The Director is requesting to reduce the Airport Operation Specialists from five (5) employees to four (4) and promote a Specialist to the Team Lead position. After reviewing the Airport's Organization Chart, it was discovered that the reporting structure of the Financial Manager, Airport Secretary, and Operational Specialists needed to be updated as well. The job descriptions have been updated to reflect these changes. The reviews were received and reviewed at the July 11th PAC Meeting. PAC Members approved forwarding to the Council with a positive recommended. *Salary Ordinance Amendments effective July 16, 2023.*

**Deckard moved to approve the Aviation Department's request to update the job descriptions of the Financial Manager, Airport Secretary and Airport Operation Specialist and to simultaneously eliminate the Airport Operations Manager description as the position is now obsolete. Iversen seconded.**

Gharst and Cockerill presented on this item. Council discussion ensued. No public comment.

**Wiltz asked for a roll call vote.**

**Moser called the roll:**

<b>Deckard</b>	<b>Yes</b>
<b>Hawk</b>	<b>Yes</b>
<b>Crossley</b>	<b>Yes</b>
<b>Wiltz</b>	<b>Yes</b>
<b>Munson</b>	<b>Yes</b>
<b>Iversen</b>	<b>Yes</b>

**Motion passed; 6-0; Unanimous**

---

**13. AUDITOR'S OFFICE, Brianne Gregory**

**A. Request Approval to Update a Job Description and Simultaneously Amend the 2023 Salary Ordinance**

General Fund-Auditor, 1000-0002

**FROM:**

10020 General Ledger Manager PAT B 40 Hours Non-Exempt

**TO:**

15116 General Ledger & Grants Manager PAT C 40 Hours Exempt

**Deckard moved to approve the Auditor's request to update the job description of the General Ledger & Grants Manager and to simultaneously amend the 2023 Salary Ordinance in Fund 1000-0002, General Fund-Auditor, account line 10020 General Ledger & Grants Manager to a PAT C, 40 Hours, Exempt with an effective date of July 16, 2023 which is the beginning of the current pay period. Iversen seconded.**

Brianne Gregory, County Financial Director, presented on this item.

Council discussion ensued. No public comment.



### Moser called the roll:

**Motion passed; 6-0; Unanimous**

<><><><><><><><><><><>

-Internal Auditor

**Deckard moved to approve the Auditor's request to update the job descriptions of the GIS Customer Service Representative and Internal Auditor. Iversen seconded.**

### Moser called the roll:

**Motion passed; 6-0; Unanimous**

**A. Indiana Institute on Disability Survey Program**

Angie Purdie, Commissioners' Administrator, presented on this item. Council discussion ensued. No public comment.



**15. UPDATE ON DLZ CONTRACT, Jeff Cockerill**

This item covered by Mr. Cockerill under Item 4, Department Updates.

---

**16. COUNCIL COMMENTS**

- Hawk gave an update on Flatwood Park, new playground.
  - Deckard provided additional information on the ribbon cutting ceremony to take place on Friday, July 28, 2023, at approximately 7:30 pm.
  - Iversen gave an update regarding the Department of Corrections PONI training.
- 

**17. ADJOURNMENT 9:09 pm**

The County Council Regular Summary Minutes for **July 25, 2023** were presented and approved on **September 26, 2023**.

**MONROE COUNTY COUNCIL, INDIANA**

***"Aye"***

***"Nay"***

\_\_\_\_\_  
Kate Wiltz, President

\_\_\_\_\_  
Kate Wiltz, President

\_\_\_\_\_  
Trent Deckard, President Pro Tempore

\_\_\_\_\_  
Trent Deckard, President Pro Tempore

\_\_\_\_\_  
Jennifer Crossley, Member

\_\_\_\_\_  
Jennifer Crossley, Member

\_\_\_\_\_  
Marty Hawk, Member

\_\_\_\_\_  
Marty Hawk, Member

\_\_\_\_\_  
Peter Iversen, Member

\_\_\_\_\_  
Peter Iversen, Member

\_\_\_\_\_  
Geoff McKim, Member

\_\_\_\_\_  
Geoff McKim, Member

\_\_\_\_\_  
Cheryl Munson, Member

\_\_\_\_\_  
Cheryl Munson, Member

**ATTEST:**

\_\_\_\_\_  
Catherine Smith, Auditor  
Monroe County, Indiana

\_\_\_\_\_  
Date