



MONROE COUNTY BOARD OF COMMISSIONERS' AGENDA

MAY 5, 2021

10:00 am

VIA ZOOM

You can choose to turn off your video feed, and in fact, doing so does help with people who are connecting via slow ISP connections. To do so, right click on your video feed and left click on, I believe, Start/Stop video.

In addition, if you want your audio feed to default to muted, press ALT+A and it will mute you, you can then push to talk using the space bar. You can also go to the link on the County website.

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

And click on the link information

<https://monroecounty-in.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVlMUUwV3RoeDFldG5GUT09>

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

"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 Monroe County Title VI Coordinator Angie Purdie, (812) 349-2550, apurdie@co.monroe.in.us, as soon as possible but no later than forty-eight (48) hours before the scheduled event. Individuals requiring special language services should, if possible, contact the Monroe County Government Title VI Coordinator at least seventy-two (72) hours prior to the date on which the services will be needed. The meeting is open to the public.

I. CALL TO ORDER BY COMMISSIONER THOMAS

II. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER THOMAS

III. DEPARTMENT UPDATES

- Health – Penny Caudill
- Emergency Management – Allison Moore
- Highway – Lisa Ridge

IV. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA, LIMITED TO 3 MINUTES

V. APPROVAL OF MINUTES

- **APRIL 28, 2021**

VI. APPROVAL OF CLAIMS DOCKET

- **ACCOUNTS PAYABLE – 5.5.2021**
- **PAYROLL – 5.7.2021**

| | |
|--|-----------|
| VII. REPORTS | |
| • TREASURER – MARCH 2021 | 15 |
| • WEIGHTS AND MEASURES – MARCH 16 – APRIL 15, 2021 | 17 |
| VIII. NEW BUSINESS | |
| A. MOVE TO APPROVE: RESOLUTION 2021-20; ALLOWING AREA 10/RURAL TRANSIT TO SUBMIT THE APPLICATION FOR FUNDING UNDER SECTION 5311/5339 OF THE FEDERAL TRANSIT ACT. | 18 |
| FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A Executive Summary: Monroe County Government is the applicant and serves as a pass through for funds received as part of the Federal Section 5311/5339 program that provides public transportation in non -urbanized areas (population of 50,000 or less) Monroe County Government supports Rural Transit and wants to see more of our local rural area able to access the service. As part of the Grant application, the BoC are responsible for acknowledging the assurances as required by US OMB SF-42B and SF-42D. Angie Purdie, Commissioners' Administrator Chris Myers, Area 10/Rural Transit | |
| B. MOVE TO APPROVE: B-TECH AGREEMENT FOR SECURITY CAMERAS AT KARST FARM PARK. | 69 |
| FUND NAME: COUNTY GENERAL PROFESSIONAL SERVICES FUND NUMBER: 1000-30013-0803 AMOUNT: \$3,166.69 Executive Summary: This agreement will allow B-Tech to install 4 security cameras to be placed at the Maintenance Building at Karst Farm Park. These cameras will monitor park vehicles, fueling station, overhead doors and entry door. Kelli Witmer, Park and Recreation | |
| C. MOVE TO APPROVE: INDIANA RAILROAD ENGINEERING SERVICES. | 78 |
| FUND NAME: 2017 GO BOND/TRAIL EXPANSION FUND NUMBER: 4810-47151 AMOUNT: NOT TO EXCEED \$10,000 Executive Summary: This request is asking the Commissioners for support to move forward on the railroad crossing project and approval for Indiana Railroad (INRR) engineering services. Kelli Witmer, Parks and Recreation | |
| D. MOVE TO APPROVE: MOU WITH CHILD ADVOCATES, INC. | 81 |
| FUND NAME: JDAI PROGRAMMING FUND NUMBER: 9123 AMOUNT: \$18,000 Executive Summary: This Memorandum of Understanding (MOU) with Child Advocates will provide training opportunities for up to 120 judicial employees in Interrupting Racism for Children. Three (3), two-day trainings will be held via Zoom in May and June 2021 and paid from 100% grant funding. Interrupting Racism for Children participants will engage in a number of expertly facilitated exercises designed to interrupt everyday practices that result in racist outcomes. Some key concepts covered during the training are: <ul style="list-style-type: none"> • The function and relationship between poverty and racism. • -Disempowerment of ourselves and those we serve. • -Develop a shared understanding of the purpose of racism. • -Understanding the lasting impact of historical policies and laws. • -Awareness of how racism adversely affects everyone. | |

- -Understanding the importance of our roles as gatekeepers.
- How we begin to intentionally create communities where children's outcomes are not predictable based on race, but where they thrive and not just survive.

Christine McAfee, Probation

- E. MOVE TO APPROVE: RATIFICATION OF INDIANA DEPARTMENT OF HEALTH IMMUNIZATIONS AND VACCINE GRANT. 86**
FUND NAME: IMMUNIZATION FUND NUMBER: 8138 GRANT AMOUNT: \$43,813.07
 Executive Summary: The IDOH has awarded the MCHD COVID Vaccine funding based on population percentage. The funding amount is \$43,813.07 and covers March 25, 2021 - June 30, 2021 and is reimbursable.
Penny Caudill, Health
- F. MOVE TO APPROVE: INDIANA FAMILY HEALTH COUNCIL TANF GRANT. 103**
FUND NAME: TANF FUND NUMBER: 8150-9621 GRANT AMOUNT: \$ 82,077
 Executive Summary: The MCHD has received TANF (Temporary Assistance to Needy Families) to support Futures family planning clinic. These funds come early in Title X grant cycle prior to X funds being available. The actual grant period is October through September.
Penny Caudill, Health
- G. MOVE TO APPROVE: RESOLUTION 2021-19: STIPP-BENDER FARM NATIONAL REGISTER OF HISTORIC PLACES NOMINATION. 131**
FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A
 Executive Summary: Monroe County Historic Preservation Board is a Certified Local Government entity and as such participates in the nomination of properties to the National Register. On April 19, 2021, the Board of Review considered petition #HPNR-21-1, the nomination to the National Register of Historic Places for the Stipp-Bender Farm, located at 5075 W Victor Pike, and made a positive recommendation, based on the findings, with a vote of 5-0.
Tammy Behrman, Planning
- H. MOVE TO APPROVE: AMENDING RESOLUTION 2020-46; 2021 MC GOVERNMENT HOLIDAYS. 209**
FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A
 Executive Summary: This amendment will designate language regarding employee's eligibility specific to the availability of the 2 floating holidays.
Elizabeth Sensenstein, Human Resources
- I. MOVE TO APPROVE: ORDINANCE 2021-14; AMENDING MC CODE CHAPTER 833. 211**
FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A
 Executive Summary: This is a text amendment to Chapter 833: Table 33-3 Height, Bulk, and Density Requirements to remove the parking setback for properties abutting or adjoining a bridge or overpass.
Jackie Nester Jelen, Planning
- J. MOVE TO APPROVE: ORDINANCE 2021-15; AMENDING MC CODE CHAPTER 802. 219**
FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A
 Executive Summary: This is a text amendment to Chapter 802 - Zones and Permitted Uses Amending the definition for Elderly Housing, and Adding one condition to Elderly Housing as a permitted use.
Jackie Nester Jelen, Planning

- K. MOVE TO APPROVE: ORDINANCE 2021-16; AMENDING MC CODE CHAPTER 830. 224**
FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A
Executive Summary: This is a text amendment to Chapter 830 - Landscaping - Commercial and Industrial Streetscape Requirement to remove the Streetscape requirement for properties abutting or adjoining a bridge or overpass.
Jackie Nester Jelen, Planning
- L. MOVE TO APPROVE: ORDINANCE 2021-17; AMENDING MC CODE CHAPTER 818. 231**
FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A
Executive Summary: This is a text amendment to Chapter 818- Permit, Certificate, and Approval Revocation by adding Revocation Procedure following the First Revocation Notice.
Jackie Nester Jelen, Planning
- M. MOVE TO APPROVE: ORDINANCE 2021- 19; AMENDING MC CODE CHAPTER 270 238**
REGARDING AMERICAN RESCUE PLAN ACT FUNDING.
FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A
Executive Summary: The Federal American Rescue Plan involves direct funding to the County, this ordinance sets up the fund for that purpose.
BRIANNE GREGORY, Financial Manager
- N. MOVE TO APPROVE: ORDINANCE 2021-20; CREATING A CHAPTER OF THE MC CODE 241**
REGARDING EMERGENCY HEALTH ENFORCEMENT ACTION PLAN APPEAL.
FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A
Executive Summary: Presuming approval of SB 5, the Monroe County Board of Commissioners is required to create an appeals process specific to Health Emergency Enforcement Action.
Jeff Cockerill, Legal
- O. MOVE TO APPROVE: RESOLUTION 2021-21; TO PROVIDE FINANCIAL SUPPORT FOR 246**
PANTRY 279.
FUND NAME: COUNTY GENERAL FUND NUMBER: 1000 AMOUNT: \$10,400
Executive Summary: This resolution provides ten thousand dollars (\$10,400) in support to Pantry 279.
Jeff Cockerill
- P. MOVE TO APPROVE: AZTEC ENGINEERING GROUP, INC. AMENDMENT # 1 FOR MT. 248**
TABOR RD BRIDGE # 13.
FUND NAME: MAJOR BRIDGE FUND NUMBER: 1171 AMOUNT: \$87,000
Executive Summary: The additional costs are related to additional geotech investigations, Environmental Field Survey and Reporting and the Mitigation Plan.
Lisa Ridge, Highway
- Q. MOVE TO APPROVE: PROPOSAL FOR PRELIMINARY DESIGN FOR HIGHWAY 258**
DEPARTMENT RELOCATION.
FUND NAME: 2020 GO BOND FUND NUMBER: 4813 AMOUNT NOT TO EXCEED: \$ 3,500
Executive Summary: The proposal provides architectural design services: Measuring existing building area and equipment, draw the existing plan, furnish, preliminary schemes of remodel, and include relocation of equipment and addition of updated furniture.
Angie Purdie, Administrator

R. MOVE TO APPROVE: AWARD EMERGENCY OPERATIONS SOLAR ROOF CONTRACT TO SOLAR ENERGY SOLUTIONS.

262

FUND NAME: N/A

FUND NUMBER: N/A

AMOUNT: N/A

Executive Summary: The board of Commissioners requested quotes from three different solar providers. Two responses were received and the proposal from Solar Energy Solutions is the lowest most responsible quote. The proposal provides design, engineering and management, Panels, Inverter, Wiring and Installation.

This awards the project and a contract will be forthcoming. No expenses associated with this action.

Angie Purdie, Administrator

IX. APPOINTMENTS

X. ANNOUNCEMENTS

XI. ADJOURNMENT



**MONROE COUNTY BOARD OF COMMISSIONERS' MEETING
MINUTES SUMMARY
APRIL 28, 2021
10:00 am
VIA ZOOM**

<https://monroecounty-in.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVlMUUwV3RoeDFldG5GUT09>

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

"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 Monroe County Title VI Coordinator Angie Purdie, (812) 349-2550, apurdie@co.monroe.in.us, as soon as possible but no later than forty-eight (48) hours before the scheduled event. Individuals requiring special language services should, if possible, contact the Monroe County Government Title VI Coordinator at least seventy-two (72) hours prior to the date on which the services will be needed. The meeting is open to the public.

I. CALL TO ORDER BY COMMISSIONER THOMAS

II. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER JONES

III. AMENDMENT TO AGENDA

Thomas made motion to add items "I" & "J". Githens seconded.

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

IV. DEPARTMENT UPDATES

- Health – Penny Caudill
- Emergency Management – Allison Moore
- Highway – Lisa Ridge

V. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA, LIMITED TO 3 MINUTES

- [Jim Shelton - CASA](#)

VI. APPROVAL OF MINUTES

- **APRIL 21, 2021**

[Jones made motion to approve. Githens Seconded.](#)

[Attorney Jeff Cockerill called roll.](#)

[Thomas – yes](#)

[Jones – yes](#)

[Githens – yes](#)

[Motion carried 3-0.](#)

VII. APPROVAL OF CLAIMS DOCKET

ACCOUNTS PAYABLE – 4.28.2021

[Jones made motion to approve. Githens Seconded.](#)

[Public comment - None](#)

[Attorney Jeff Cockerill called roll.](#)

[Thomas – yes](#)

[Jones – yes](#)

[Githens – yes](#)

[Motion carried 3-0.](#)

VIII. NEW BUSINESS

A. MOVE TO APPROVE: BLOOMINGTON SEAL COATING & PAVING AGREEMENT.

FUND NAME: COUNTY GENERAL FUND NUMBER: 1000 AMOUNT: \$8,450

[Jones made motion to approve. Githens Seconded.](#)

[Public comment - None](#)

[Attorney Jeff Cockerill called roll.](#)

[Thomas – yes](#)

[Jones – yes](#)

[Githens – yes](#)

[Motion carried 3-0.](#)

B. MOVE TO APPROVE: B-TECH FIRE AND SECURITY SERVICES AGREEMENT.

FUND NAME: COUNTY GENERAL FUND NUMBER: 1000-36012-0161

AMOUNT: \$17,142

[Jones made motion to approve. Githens Seconded.](#)

[Public comment - None](#)

[Attorney Jeff Cockerill called roll.](#)

[Thomas – yes](#)

[Jones – yes](#)

Githens – yes
Motion carried 3-0.

**C. MOVE TO APPROVE: B-TECH EMERGENCY SIGNAL (PANIC) BUTTON AGREEMENT.
FUND NAME: LIT-SPECIAL PURPOSE FUND NUMBER: 1114-40004-0068**

AMOUNT: \$2,962.78

Jones made motion to approve. Githens Seconded.

Public comment - None

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

**D. MOVE TO APPROVE: B-TECH FIRE ALARM SYSTEM MONITORING.
FUND NAME: COUNTY GENERAL FUND NUMBER: 1000-36012-0161**

AMOUNT: \$18,486.40

Jones made motion to approve. Githens Seconded.

Public comment - None

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

**E. MOVE TO APPROVE: AGREEMENT WITH DIANE HENSHel FOR RISK ASSESSMENT.
FUND NAME: 2019 GO BOND FUND NUMBER: 4812 AMOUNT: NOT TO EXCEED \$8,000**

Jones made motion to approve. Githens Seconded.

Public comment:

- Dave Askins – B Square Beacon

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

F. MOVE TO APPROVE: ORDINANCE 2021-12; AMEND ORDINANCE YIELD 86-12 AND NO TRUCKS 89-01.

Jones made motion to approve. Githens Seconded.

Public comment - None

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes
Githens – yes
Motion carried 3-0.

G. MOVE TO APPROVE: ON-CALL AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LLC.

FUND NAME: STORMWATER FUND NUMBER: 1197 AMOUNT: N/A

Ridge asked that this item be continued until next week.

Thomas made motion to continue. Jones seconded.

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

H. MOVE TO APPROVE: HITCHCOCK DESIGN GROUP FOR ROUNDABOUT LANDSCAPING ON FULLERTON PIKE.

FUND NAME: 2019 GO BOND FUND NUMBER: 4612 AMOUNT: \$19,300

Jones made motion to approve. Githens seconded.

Public comment - None

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

I. MOVE TO APPROVE: INTEGRA REALTY RESOURCES & FIRST APPRAISAL GROUP APPRAISAL AGREEMENTS FOR THOMSON SITE.

FUND NAME: COUNTY GENERAL FUND NUMBER: 1000 AMOUNT: \$5,150

Jones made motion to approve. Githens seconded.

Public comment – None.

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

J. MOVE TO APPROVE: ORDINANCE 2021-18: REGARDING LOCAL HEALTH ORDER

FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A

Jones made motion to approve. Githens seconded.

Public comment:

- Jim Shelton – Bloomington Chamber of Commerce

Attorney Jeff Cockerill called roll.

Thomas – yes
Jones – yes
Githens – yes
Motion carried 3-0.

IX. APPOINTMENTS

- None

X. ANNOUNCEMENTS

- April is **National Child Abuse Prevention Month**.
- April is **Flood Safety** Month. Monroe County is prone to flash flooding due to thunderstorms that tend to come through our community this time of year. **When in doubt, turn around, don't drive through high water.**
- Accepting applications for boards and commissions. Go to www.co.monroe.in.us for more information and the applications.
- Monroe County Government Buildings are open **BY APPOINTMENT ONLY**. You can contact the offices by phone or email. **FACE COVERINGS ARE REQUIRED** when entering MCG buildings. Face coverings will be provided to you if you need them.
- Monroe County Government CARES Act Reimbursement Funds are available for local businesses who have incurred out of pocket expenses due to the COVID 19 pandemic. **Deadline for applications is April 30, 2021.** For more information or to apply visit the Monroe County website www.co.monroe.in.us
- Monroe County Commissioners are sponsoring a **BLOOD DRIVE** at the Monroe County Convention Center Conference Room, 302 S. College Ave, on the following dates:
 - Thursday, April 29, 10am- 3pm
 - Friday, April 30, 2pm – 7pm
 - Monday, May 24, 10am – 3pm
 - Thursday, May 27, 2pm- 7pm
 - Monday, June 28, 10am -3pm
 - Tuesday, June 29. 2pm – 7pm

This is **BY APPOINTMENT ONLY**. Contact the Red Cross to schedule your appointment at 1.800.733.2767 or www.redcross.org.

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

| TOWNSHIP TRUSTEE | Phone | email |
|--------------------------------|--------------|--|
| Bean Blossom- Ronald Hutson | 812.935.7174 | beanblossomtrustee19@gmail.com |
| Benton - Michelle Bright | 812.339.6593 | michelleabright@gmail.com |
| Bloomington - Kim Alexander | 812.336.4976 | bloomingtontownship@in.gov |
| Clear Creek - Thelma Jefferies | 812.824.7225 | thelma@blumarble.net |
| Indian Creek - Chris Reynolds | 812.824.4981 | chreyonlds812@gmail.com |
| Perry - Dan Combs | 812.336.3713 | trustee@perrytownship.info |
| Polk - Chris Spiek | 812.837.9446 | cspiek@blumarble.net |
| Richland - Marty Stephens | 812.876.2509 | rttfrontdesk@blumarble.net |
| Salt Creek - Donn Hall | 812.837.9140 | donnhall403@yahoo.com |
| Van Buren - Rita Barrow | 812.825.4490 | vbtrita@blumarble.net |
| Washington - Barbara Ooley | 812.876.1188 | ooleyb@yahoo.com |

- Next Commissioners' Meeting: Wednesday, May 5, 2021 at 10am via Zoom.

XI. ADJOURNMENT

The minute's summary of the April 28, 2021 Board of Commissioners' meeting were approved on, May 5, 2021.

Monroe County Commissioners

Ayes:

Nays:

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens

Penny Githens

Attest:

Catherine Smith, Auditor

*The Board of Commissioners minutes will be in summary format during the Local Declaration of Emergency and the Governor's Executive Orders. Verbatim minutes will return when we are able to return to our normal practices.



MONROE COUNTY BOARD OF COMMISSIONERS
WORK SESSION SUMMARY
APRIL 28, 2021
Via ZOOM

1. Drew Myers – Planning

- Ordinance 2021-13; Joseph Greene PUD Outline Plan Amendment #2
[Bring back to the May 12th meeting for approval.](#)

2. Jackie Nester Jelen- Planning

- Ordinance 2021-14: Amending MC Zoning Ordinance Chapter 833: Table 33-3 Height, Bulk and Density requirements.
- Ordinance 2021-15; Amending MC Zoning Ordinance Chapter: 802: Elderly Housing.
- Ordinance 2021-16: Amending MC Zoning Ordinance Chapter 830: Commercial and Industrial Streetscape Requirement.
- Ordinance 2021-17; Amending MC Zoning Ordinance Chapter 818: Permit Revocation Procedure.

[Bring back to the May 5th meeting for approval.](#)

3. Tammy Behrman – Planning

Discussion regarding Resolution 2021-19; Stipp-Bender Farm National Register of Historic Places Nomination.

[Bring back to the May 5th meeting for approval.](#)

4. Penny Caudill – Health

Indiana Department of Health Grant for COVID vaccine funding

[Thomas made motion to approve. Githens seconded.](#)

[Attorney Jeff Cockerill called roll.](#)

[Thomas – yes](#)

[Jones – yes](#)

[Githens – yes](#)

[Motion carried 3-0.](#)

5. Lisa Ridge, Paul Satterly and Kelsey Thetonia – Highway

Discussion regarding Southern Meadows and South Rogers RD /West That RD /Victor Pike area.

MONTHLY REPORT - CLERK OF THE CIRCUIT COURT

Required by IC 33-17-2-8

FILED

MAR 26 2021

Catherine Smith

MONTHLY REPORT MARCH 2021

Charges:

| | | | | |
|---|------------------------------------|----|---------------------|----------------------------|
| 1 | Fees payable to the State | \$ | 267,022.00 | for Monroe County, Indiana |
| | JC - Reimbursements | \$ | - | |
| | FSSA Support | | | |
| 2 | Fees payable to the county | \$ | 73,840.99 | |
| 3 | Bank Discrepancy | \$ | 7,319.47 | |
| 4 | Trust Funds (Bonds/Other) | \$ | 1,890,038.95 | |
| 5 | Trust, Refunds | \$ | 874.28 | |
| 6 | Trust, Judgment Collections | \$ | 17,287.95 | |
| | ISETS Child Support Collections | \$ | 5,463.12 | |
| | Interest-bearing Accounts Payables | \$ | 74,024.50 | |
| | Cash on Hand | \$ | 1,500.00 | |
| 7 | Total Charges | \$ | <u>2,337,372.17</u> | |

Credits

| | | | | |
|----|---|----|---------------------|------------------------|
| 8 | Certificate of deposit | | | |
| 9 | Certificate of deposit | | | |
| 10 | Certificate of deposit | | | |
| 11 | Monroe County Bank Account | \$ | 2,256,384.55 | |
| | Monroe Bank Account - Ledger | | | |
| | Old Judgment Collections | | | |
| | ISETS Child Support | \$ | 5,463.12 | |
| | Interest-Bearing Saving Account | \$ | 74,024.50 | |
| 12 | Subtotal: Daily Balance Record (Lines 8-11) | | | |
| 13 | ISETS Monthly Clerk's Support Record | \$ | - | |
| 14 | Total Depository Balances as shown by Records | \$ | <u>2,335,872.17</u> | |
| 15 | Investments on Hand at the close of business | \$ | - | |
| 16 | Cash in office at the close of business | \$ | 1,500.00 | |
| 17 | Total | \$ | - | |
| 18 | Cash Short | | | |
| 19 | Cash Long | | | |
| 20 | PROOF (Line 7) | \$ | <u>2,337,372.17</u> | \$ <u>2,337,372.17</u> |

| | | | |
|----|-----------------------------|----|--------------|
| 21 | Balance in All Depositories | \$ | 2,497,690.79 |
| 22 | Deduct: Outstanding Checks | \$ | (183,432.12) |

| | | | |
|----|---|----|--------------|
| 23 | Net Depository Balance | | |
| 24 | Deposits in Transit | \$ | 21,494.13 |
| 25 | Bank Fees | \$ | 120.00 |
| 26 | Interest | | (\$3.73) |
| 27 | Miscellaneous Adjustments (explain fully) | \$ | (1,189.90) |
| 28 | Participant recoupments | \$ | 1,130.00 |
| 29 | Agency recoupments | \$ | 63.00 |
| 30 | Balance in all Depositories (line 14) | \$ | 2,335,872.17 |
| 31 | PROOF | \$ | 2,335,872.17 |

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

(SEAL) Michelle Lynn Browne
Clerk, Monroe Circuit Court

| | |
|--|-----------|
| SETS: Over \$406.20 | -406.20 |
| Adjustment for CC & ACH items in transit | 7,388.62 |
| Credit Card deposited in Bank | -8,146.32 |
| ACH ST of IN Payables | -243.00 |
| Stale dated/reissued checks cashed | 267.00 |
| Return Bank Fees | |
| Other Adjustments | -50.00 |
| Total Misc Adjustments | -1,189.90 |

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



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



Indiana Division of Weights & Measures
Shadeland Ave., Ste D3, Indianapolis, Indiana 462
Office: (317) 356-7078 * Fax: (317) 351-2878
www.in.gov

Inspector: Scott A Sowder

Jurisdiction: Monroe

Date: 16-Mar to 16-Mar 2021
NARRATIVE
(Explain Miscellaneous Tests and Activities)
FILED
MAR 26 2021

| INSPECTION ACTIVITIES | STATISTICAL | | |
|----------------------------------|-------------|-----------|-------------|
| | Correct | Rejected | Confiscated |
| SCALES | | | |
| Vehicle - State Police | | | |
| Vehicle - State Inspection | | | |
| Vehicle - City or County | 3 | | 3 |
| Railroad Scales | | | |
| Belt Conveyor Scales | | | |
| Livestock Scales | | | |
| Portable & Dormant Scales | 4 | | 4 |
| Hopper Scales | 1 | | 1 |
| Computing Scales | 13 | 1 | 14 |
| Suspension Scales | 3 | | 3 |
| Prescription Scales | | | |
| Gran Scales | 1 | | 1 |
| Non-Commercial Scales | | | |
| MEASURING DEVICES | | | |
| LPG Meters | | | |
| CNG Meters | | | |
| Vehicle Truck Meters | | | |
| Gasoline, Kerosene, Diesel Tests | 105 | 10 | 115 |
| High Flow Diesel Tests | | | |
| Mass Flow Meters | | | |
| Taxi Meters | | | |
| Timing Devices | | | |
| CALIBRATIONS AND TESTS | | | |
| Commercial Weights | | | |
| Prescription Weights | | | |
| Wheel Weighers | | | |
| Test Weights | | | |
| Liquid Measures | | | |
| Linear Measures | | | |
| Miscellaneous | | | |
| OTHER ACTIVITIES | | | |
| Packages Checked | 209 | | 209 |
| Packages Controlled | 592 | 33 | 625 |
| LP Gas Cylinders | | | |
| Octane samples | | | |
| Measuregraphs | | | |
| Misc. Determinations | 1 | | 1 |
| GRAND TOTAL | 340 | 11 | 351 |

Complaints

I did have one complaint this month. The consumer claimed that the had purchased fuel at one of the stations and their vehicle had died soon after. According to the mechanic that repaired their vehicle there was water present in the fuel. During my investigation of the station in question I found no evidence of water in the fuel. No issues were found.

Fuel dispensers

I did have a few warmer days this month that I was able to test fuel dispensers. I have one marina adding some additional dispensers and one station getting new dispensers within the next month. There is also rumor that a new station is being built on the north side of town. However, so far there has been no sign of them beginning construction. I will be monitoring these locations to ensure that I can get them tested prior to placing dispensers in service.

Package Checking

I did complete some package checking this month. I found a few issues. I anticipated finding more due to the limited package audits due to COVID but the stores seem to have been staying on top of things

Farmers Market

I plan on starting Farmer's Market scales at both the downtown and Woolery Mill locations this month. I probably won't catch all of them this early in the season but it will make it easier leading into the busier months.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal

Work session

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:

AUTHORIZING RESOLUTION

Subrecipients and/or operators must have the legal capacity to receive Federal and state grants. Subrecipients must be eligible under the specific requirements of the FTA programs. The authority to take necessary actions and responsibility on behalf of the subrecipients must be properly delegated and executed. This means that:

- Subrecipients must have designated a body legally responsible for the overall organization, management, and operation of the transportation system.
- The officials acting on behalf of subrecipients must have the appropriate authority. This is usually documented in an authorizing resolution passed by the governing body.

REQUIRED DOCUMENT INSTRUCTION: APPLICANTS MUST COMPLETE THE TEMPLATE PROVIDED BELOW. FORM MUST BE COMPLETED AND APPROPRIATE SIGNATURES OBTAINED. ONCE COMPLETED, THE DOCUMENT MUST BE UPLOADED TO "AUTHORIZING RESOLUTION" WITHIN THE ONLINE APPLICATION OF BLACKCAT.

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AUTHORIZING RESOLUTION

Resolution No. 2021-20

Resolution authorizing the filing of an application for a grant under Section 5311/5339 of the Federal Transit Act, as amended.

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

WHEREAS, the Office of Transit, Indiana Department of Transportation (INDOT) has been designated by the Governor to make Section 5311/5339 grants for public transportation projects.

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

NOW, THEREFORE, BE IT RESOLVED BY **Monroe County Commissioners:**

1. That **Julie Thomas** on behalf of **Monroe County Commissioners** is authorized to make the necessary assurances and certifications and be empowered to enter into an agreement with INDOT for the provision of rural public transportation services.
2. That **Area 10 Agency on Aging** is authorized to execute and file an application on behalf of **Monroe County Commissioners** with the INDOT to aid in the financing of transit assistance projects pursuant to Section 5311 of the Federal Transit Act, as amended.
3. That **Area 10 Agency on Aging** is authorized to furnish such additional information as INDOT may require in connection with the application.
4. That **Area 10 Agency on Aging** is authorized to execute grant contract agreements on behalf of **Monroe County Commissioners**.

Monroe County Board of Commissioners

By: _____
Julie Thomas, President Board of Commissioners

Date: _____

Attest:

Catherine Smith, Auditor Monroe County Indiana

Date

LOCAL FINANCIAL ASSURANCES DETAIL

The assurances in this Category are consistent with the U.S. OMB assurances required in the U.S. OMB SF-424B and SF-424D, and updated as necessary to reflect changes in federal laws, regulations, and requirements.

1. Administrative Activities. **On behalf of your Applicant, you assure that:**

a. For any application it submits for federal assistance, it has adequate resources to plan, manage, and properly complete the tasks to implement its Award, including:

(1) The legal authority to apply for federal assistance,

(2) The institutional capability,

(3) The managerial capability, and

(4) The financial capability (including funds sufficient to pay the non-federal share of the cost of incurred under its Award).

| PLEASE PROVIDE DETAILED SOURCES OF LOCAL MATCHING FUNDS THAT ARE CERTIFIED AND ASSURED AS AVAILABLE DURING THE PERIOD IDENTIFIED WITHIN THE 5311/5339 GRANT CONTRACT BUDGETS. FUNDS THAT ARE IDENTIFIED BELOW AND NOT MADE AVAILABLE AFTER CONTRACT IS FULLY EXECUTED MAY RESULT IN BREACH OF CONTRACT WITH INDOT DEPENDING ON CAUSE OF UNAVAILABILITY. | AMOUNT | IDENTIFY IF THESE FUNDS WILL BE USED AS LOCAL MATCH FOR 5311 OPERATING, DISCRETIONARY CAPITAL EQUIPMENT, OR 5339 CAPITAL VEHICLE FUNDING |
|--|---------------|--|
| In-Kind: Putnam County Commissioners | \$ 4,080.00 | operating |
| In-Kind: Sweet Owen Industries, Inc. (space & utilities) | \$ 4,200.00 | operating |
| In-Kind: Lawrence County ARC (space & utilities) | \$ 6,600.00 | operating |
| Monroe County Commissioners | \$ 30,000.00 | operating |
| Lawrence County government | \$ 22,000.00 | operating |
| Town of Spencer | \$ 12,000.00 | operating |
| Owen County Council - service grant | \$ 2,000.00 | operating |
| City of Greencastle | \$ 10,000.00 | operating |
| Putnam County EDIT | \$ 15,000.00 | operating |
| Title IIIB Transportation (Putnam - WCIEDD) | \$ 15,000.00 | operating |
| Title IIIB Transportation (Monroe & Owen -- Area 10) | \$ 35,000.00 | operating |
| Medicaid | \$ 62,000.00 | operating |
| Local Purchase of Service | \$ 315,396.00 | operating |
| Bus Advertising | \$ 28,152.00 | operating |
| | | |

**PLEASE DO NOT LUMP INDIVIDUAL SOURCES TOGETHER.
PLEASE LIST EACH SEPARATE SOURCE ON SEPARATE LINES
WITHIN THE FORM.**

LOCAL FINANCIAL ASSURANCES

The **Monroe County Commissioners** hereby assures and certifies with respect to this application for Section 5311/5339 assistance that:

1. The Applicant has the requisite fiscal, managerial, and legal capability to carry out the Section 5311/5339 Program and to receive and disburse federal and state funds.
2. Some combination of state, local, and/or private funding sources has or will be committed to provide the required local share through the period of service identified within the grant contract.
3. The Applicant has or will have by the time of delivery, sufficient funds to operate the vehicles and/or equipment purchased under this project, as applicable.
4. Private for-profit transit and paratransit operators have been afforded a fair and timely opportunity by the applicant to participate to the maximum extent feasible in the planning and provision of the proposed transit services.
5. The Applicant has to the maximum extent feasible coordinated with other transportation providers and users, including social service agencies capable of purchasing service.

Signature of Authorized Official

Title of Authorized Official

Date

CATEGORICAL EXCLUSION CLASSIFICATION OF CAPITAL PROJECTS CHECKLIST

The following checklist identifies transit projects that are considered Categorical Exclusions (CEs) by FTA. Please check the category or categories under which your project should be classified. If your project does not fall under any of the standard categories, but you feel it meets the criterion of a CE (the project will have no significant impact on the environment), then provide project information justifying a Categorical Exclusion classification.

The **Monroe County Commissioners** capital project is a categorical exclusion because it is for:

- ☐ Planning and technical studies which will not fund the construction of facilities or acquisition of capital equipment.
- ☐ Engineering to define the elements of a proposal or alternatives sufficiently so that environmental effects can be assessed.
- ☐ Ridesharing activities and transportation corridor fringe parking facilities.
- ☐ Program administration and technical assistance activities by the applicant to administer Section 5311 funds.
- ☐ Project administration and operating assistance to continue existing service or increase service to meet demand.
- ☒ Purchase of vehicles of the same type (same mode) either as replacements or to increase the size of the fleet where such increase can be accommodated by existing facilities or by new facilities which themselves are within a categorical exclusion.
- ☐ Rehabilitation or reconstruction of existing rail and bus buildings and ancillary facilities where no additional land is required and there is no substantial increase in the number of users.
- ☐ Purchase and installation of operating or maintenance equipment to be located within the transit facility and with no significant physical impacts off the site where the facility is located.
- ☐ Installation of signs, small passenger and bus shelters, and traffic signs where no substantial land acquisition or traffic disruption will occur.
- ☐ Construction of new bus storage and maintenance facilities in areas used predominantly for industrial or transportation purposes where such construction is not inconsistent with existing zoning and located on or near a street with adequate capacity to handle anticipated bus and support vehicle traffic.
- ☐ Acquisition of land in which the property will not be modified, the land use will not be changed, and displacements will not occur. For projects other than FTA advance land loans, this categorical exclusion is limited to the acquisition of minor amounts of land. This is undertaken for the purpose of maintaining the current land use and preserving alternatives to be considered in the environmental process. Advance land acquisition shall not limit the evaluation of alternatives, including shifts in alignment for a construction project, which may be required in the National Environmental Policy Act process.
- ☐ Emergency repairs under 23 U.S.C. 125 which do not substantially change the design and are commenced during or immediately after the occurrence of a natural disaster or catastrophic failure.

Authorizing Representative of Applicant Signature

Date

CERTIFICATION of USE of PROJECT EQUIPMENT AND FACILITIES

REQUIRED DOCUMENTATION INSTRUCTION: ALL APPLICANTS REGARDLESS OF WHETHER REQUESTING CAPITAL FUNDING FOR NEW VEHICLES MUST CERTIFY THE PROPER AND COMPLIANT TRANSIT USE OF ALL PROJECT EQUIPMENT AND FACILITIES, NEW OR PREVIOUSLY PURCHASED. APPLICANTS MUST OBTAIN THE REQUIRED SIGNATURE ON THE FORM PROVIDED AND UPLOAD TO "CERTIFICATION OF USE OF CAPITAL EQUIPMENT" WITHIN BLACKCAT APPLICATION.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

CERTIFICATION of USE of PROJECT EQUIPMENT AND FACILITIES

On behalf of **Monroe County Commissioners**, I hereby certify that Project equipment, facilities and property purchased with federal transit funding continues to be used in accordance with the terms and conditions of all applicable capital and operating grant agreements, and that no part of the local contribution has been refunded or reduced.

Name of Authorized Official of Applicant

Title of Authorized Official of Applicant

Signature of Authorized Official of Applicant

Date

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA's accompanying Instructions document for more information.

Text in italics is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

animals held for research, teaching, or other activities supported by this award of assistance.

- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
- (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
- (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a sub-recipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.326 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies that, to the maximum extent possible, and consistent with the Consolidated Appropriations Act, 2021 (Public Law 116–260):

- (a) Funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 CFR § 673.11(d). This certification is required by 49 CFR § 673.13.

This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.

If the applicant is an operator, the applicant certifies that it has established a public transportation agency safety plan meeting the requirements of 49 CFR Part 673.

If the applicant is a State, the applicant certifies that:

- (a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting-out of the State-drafted plan and drafting its own public transportation agency safety plan; and
- (b) Each small public transportation provider within the state has a public transportation agency safety plan that has been approved by the provider’s Accountable Executive

(as that term is defined at 49 CFR § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2021, Pub. L. 116-260, div. E, title VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant’s lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or

- an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (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, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

4.2. Statement for Loan Guarantees and Loan Insurance.

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

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
 - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
 - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
 - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other

use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for

Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;
- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least

- 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
- (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

**CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE
EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS
PILOT PROGRAM.**

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

**CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO
EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.**

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant, regardless of whether it is in an urbanized or rural area, will apply for an award under subsection (c) (low or no emission vehicle grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(c)(3).

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, this certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4).

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent

transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 659.43, 672.31, and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 659, "Rail Fixed Guideway Systems; State Safety Oversight";
- (b) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
- (c) Compliant with the requirements of 49 CFR Part 674, "State Safety Oversight".

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CONSTRUCTION HIRING PREFERENCES.

If the applicant will ask FTA to approve the use of geographic, economic, or any other hiring preference not otherwise authorized by law on any contract or construction project to be assisted with an award from FTA, it must make the following certification. This certification is required by the Consolidated Appropriations Act, 2021, Pub. L. 116-260, div. L, title I, § 199(b).

The applicant certifies the following:

- (a) That except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the contract requires resides in the jurisdiction;
- (b) That the grant recipient will include appropriate provisions in its bid document ensuring that the contractor does not displace any of its existing employees in order to satisfy such hiring preference; and
- (c) That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

CATEGORY 20. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 21. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing.

Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
 - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
 - (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
 - (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 06 (Transit Asset Management Plan),
 - (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
 - (4) Category 09 (Formula Grants for Rural Areas),
 - (5) Category 15 (Alcohol and Controlled Substances Testing), and
 - (6) Category 17 (Demand Responsive Service).

**FEDERAL FISCAL YEAR 2021 CERTIFICATIONS AND ASSURANCES FOR FTA
ASSISTANCE PROGRAMS**

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Monroe County Commissioners

The Applicant certifies to the applicable provisions of categories 01–21. X

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

| Category | Certification |
|---|----------------------|
| 01 Certifications and Assurances Required of Every Applicant | _____ |
| 02 Public Transportation Agency Safety Plans | _____ |
| 03 Tax Liability and Felony Convictions | _____ |
| 04 Lobbying | _____ |
| 05 Private Sector Protections | _____ |
| 06 Transit Asset Management Plan | _____ |
| 07 Rolling Stock Buy America Reviews and Bus Testing | _____ |
| 08 Urbanized Area Formula Grants Program | _____ |
| 09 Formula Grants for Rural Areas | _____ |
| 10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program | _____ |
| 11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs | _____ |

Certifications and Assurances

Fiscal Year 2021

- 12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs
- 13 State of Good Repair Grants
- 14 Infrastructure Finance Programs
- 15 Alcohol and Controlled Substances Testing
- 16 Rail Safety Training and Oversight
- 17 Demand Responsive Service
- 18 Interest and Financing Costs
- 19 Construction Hiring Preferences
- 20 Cybersecurity Certification for Rail Rolling Stock and Operations
- 21 Tribal Transit Programs

FEDERAL FISCAL YEAR 2021 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE

PAGE

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2021)

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2021, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2021.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to

FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name _____ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name _____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

5333(B) LABOR WARRANTY

Title 49 U.S.C. 5333(b) requires that the interests of employees affected by assistance under most FTA programs shall be protected under arrangements the Secretary of Labor concludes are fair and equitable. Title 49 U.S.C. 5311(b) requires that the Department of Labor (DOL) use "a special warranty that provides a fair and equitable arrangement to protect the interests of employees" in order for the Section 5311(i) requirements to apply to Section 5311.

REQUIRED DOCUMENT INSTRUCTION: APPLICANTS MUST DOWNLOAD THE DOCUMENT PROVIDED BELOW AND COMPLETE THE LAST TWO PAGES, ONE OF WHICH IS THE SIGNATURE PAGE FOR AUTHORIZED OFFICIALS OF THE APPLICANT AND TRANSIT PROVIDER. UPON COMPLETION APPLICANTS MUST UPLOAD THE COMPLETED AND SIGNED DOCUMENTS TO "5333(b) SPECIAL WARRANTY" WITHIN THE BLACKCAT APPLICATION.

ONLY UPLOAD THE LAST TWO PAGES OF THE DOCUMENT WHEN COMPLETED AND SIGNATURES OBTAINED.

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**SPECIAL SECTION 5333(b) WARRANTY
LIST OF PUBLIC TRANSPORTATION PROVIDERS & LABOR UNIONS**

This form must be completed by all Applicants/Recipients. If there are no other eligible providers in your service area, mark a "N/A" under the Other Eligible Providers section.

Applicant: **Monroe County Commissioners**

Union Rep.: **N/A**

Transit Provider: **Area 10 Agency on Aging of Monroe & Owen Counties, Inc.**

Service Area Description: **Monroe, Owen, Lawrence, and Putnam Counties**

☒ Operating Assistance

☒ Capital Assistance

**Other 5311 Eligible Providers in
Applicant's Service Area:**

Union Representation (Union & Local #):

Bloomington Transit

Local 2487/AFSCME AFL-CIO #62

Indiana University Bus

AFSCME AFL-CIO #823

SPECIAL WARRANTY ARRANGEMENT

For Application to Other Than Urbanized and Over-the-Road Bus Accessibility
Projects

PURSUANT TO SECTION 5333(b) OF
TITLE 49 OF THE U.S. CODE, CHAPTER 53

January 3, 2011

The following language shall be made part of the contract of assistance by reference in the Federal Transit Administration's Master Agreement as signed by the grantee:

The terms and conditions set forth below shall apply for the protection of the transportation-related employees in the transportation service area of the Project. As a precondition of the release of assistance by the Grantee/State Agency to any Recipient under the grant, the Grantee shall bind the Recipient to these obligations by incorporating this arrangement into the contract of assistance between the Grantee and the Recipient(s), by reference. If a Grantee fails to comply with the terms of the Warranty and fails to bind a Recipient as a precondition to the release of funds, the Grantee will be a guarantor of the required protections and the Grantee will be required to act as if it were the Recipient of funds unless and until the Grantee is able to secure the retroactive agreement of the Recipient to be bound by the terms of the Warranty.

These protective arrangements are intended for the benefit of transit employees in the service area of the project, who are considered as third-party beneficiaries to the employee protective arrangements incorporated by referenced in the grant contract between the U.S. Department of Transportation and the Grantee, and the parties to the contract so signify by executing that contract. Transit employees are also third party beneficiaries to the protective arrangements incorporated in subsequent contracts of assistance between the Grantee and any Recipient. Employees, or their representative, may assert claims with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government.

The term "service area," as used herein, includes the geographic area over which the Project is operated and the area whose population is served by the Project, including adjacent areas affected by the Project. The term "Union," as used herein, shall refer to any labor organization representing employees providing public transportation services in the service area of a Project assisted under the grant. The term "employee," as used herein, shall include individuals who may or may not be represented by a Union. The term "Recipient," as used herein, shall refer to any employer(s) receiving transportation assistance under the grant. The term "Grantee," as used herein, shall refer to the applicant for assistance; a Grantee which receives assistance is also a Recipient.

Where the Department of Labor (the Department) deems it necessary to modify the requirements of this Special Warranty Arrangement so that a particular Grantee or Recipient can continue to satisfy the requirements of the statute, the Department will issue a supplementary certification letter setting forth the alternative provisions to be included in the contract of assistance between the Grantee and FTA, by reference. These terms will be made binding upon the particular Grantee or Recipient, along with these terms and conditions, for each subsequent grant of assistance until withdrawn in writing by the Department.

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall, when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought

about solely by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his/her position with regard to employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of this arrangement.

(2) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect. This Arrangement does not create any collective bargaining relationship where one does not already exist or between any Recipient and the employees of another employer. Where the Recipient has no collective bargaining relationship with the Unions representing employees in the service area, the Recipient will not take any action which impairs or interferes with the rights, privileges, and benefits and/or the preservation or continuation of the collective bargaining rights of such employees.

(3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this arrangement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the Union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this arrangement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deemed best, in accordance with the applicable collective bargaining agreement.

(4) The collective bargaining rights of employees covered by this arrangement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The Recipient agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreements with the Union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this arrangement the right to utilize any economic measures, nothing in this arrangement shall be deemed to foreclose the exercise of such right.

(5)(a) The Recipient shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces as a result of the Project. In the case of employees represented by a Union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs within the jurisdiction and control of the Recipient, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21), available to be filled by such affected employees.

(5)(b) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a Union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. These negotiations shall include determining the selection of forces from among the mass transportation employees who may be affected as a result of the Project, to establish which such employees shall be offered employment for which they are qualified or can be trained. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (15) of this

arrangement. Unless the parties otherwise mutually agree in writing, no change in operations, services, facilities or equipment within the purview of this paragraph (5) shall occur until after either: 1) an agreement with respect to the application of the terms and conditions of this arrangement to the intended change(s) is reached; 2) the decision of the arbitrator has been rendered pursuant to this subparagraph (b); or 3) an arbitrator selected pursuant to Paragraph (15) of this arrangement determines that the intended change(s) may be instituted prior to the finalization of implementing arrangements.

(5)(c) In the event of a dispute as to whether an intended change within the purview of this paragraph (5) may be instituted at the end of the 60-day notice period and before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), any involved party may immediately submit that issue to arbitration under paragraph (15) of this arrangement. In any such arbitration, the arbitrator shall rely upon the standards and criteria utilized by the Surface Transportation Board (and its predecessor agency, the Interstate Commerce Commission) to address the "preconsummation" issue in cases involving employee protections pursuant to 49 U.S.C. Section 11326 (or its predecessor, Section 5(2)(f) of the Interstate Commerce Act, as amended). If the Recipient demonstrates, as a threshold matter in any such arbitration, that the intended action is a trackage rights, lease proceeding or similar transaction, and not a merger, acquisition, consolidation, or other similar transaction, the burden shall then shift to the involved labor organization(s) to prove that under the standards and criteria referenced above, the intended action should not be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. If the Recipient fails to demonstrate that the intended action is a trackage rights, lease proceeding, or similar transaction, it shall be the burden of the Recipient to prove that under the standards and criteria referenced above, the intended action should be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. For purposes of any such arbitration, the time period within which the parties are to respond to the list of potential arbitrators submitted by the American Arbitration Association Service shall be five (5) days, the notice of hearing may be given orally or by facsimile, the hearing will be held promptly, the award of the arbitrator shall be rendered promptly and, unless otherwise agreed to by the parties, no later than fourteen (14) days from the date of closing the hearings, with five (5) additional days for mailing if posthearing briefs are requested by either party. The intended change shall not be instituted during the pendency of any arbitration proceedings under this subparagraph (c).

(5)(d) If an intended change within the purview of this paragraph (5) is instituted before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), all employees affected shall be kept financially whole, as if the noticed and implemented action has not taken place, from the time they are affected until the effective date of an implementing agreement or final arbitration decision. This protection shall be in addition to the protective period defined in paragraph (14) of this arrangement, which period shall begin on the effective date of the implementing agreement or final arbitration decision rendered pursuant to subparagraph (b).

An employee selecting, bidding on, or hired to fill any position established as a result of a noticed and implemented action prior to the consummation of an implementing agreement or final arbitration decision shall accumulate no benefits under this arrangement as a result thereof during that period prior to the consummation of an implementing agreement or final arbitration decision pursuant to subparagraph (b).

(6)(a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, the employee shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period so long as the employee is unable, in the exercise of his/her seniority rights, to obtain a position producing compensation equal to or exceeding the compensation the employee received in the position from which the employee was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(6)(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his/her total

time paid for during the last twelve (12) months in which the employee performed compensated service more than fifty per centum of each such months, based upon the employee's normal work schedule, immediately preceding the date of his/her displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced employee's compensation in his/her current position is less in any month during his/her protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), the employee shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that the employee is not available for service equivalent to his/her average monthly time, but the employee shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his/her seniority rights to secure another position to which the employee is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which the employee elects to retain, the employee shall thereafter be treated, for the purposes of this paragraph, as occupying the position the employee elects to decline.

(6)(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his/her employment, the employee shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which the employee is "dismissed" and shall continue during the protective period, as follow:

Employee's length of service

prior to adverse effect

1 day to 6 years

6 years or more

Period of protection

equivalent period

6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by the employee in the last twelve (12) months of his/her employment in which the employee performed compensation service more than fifty per centum of each such month based on the employee's normal work schedule to the date on which the employee was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(7)(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position the employee holds is abolished as a result of the Project, or when the position the employee holds is not abolished but the employee loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and the employee is unable to obtain another position, either by the exercise of the employee's seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his/her seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

(7)(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his/her current address and the current name and address of any other person by whom the employee may be regularly employed, or if the employee is self-employed.

(7)(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when the employee is absent from service, the employee will be entitled to the dismissal allowance when the employee is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to the employee's previous status and will be given the protections of the agreement in said position, if any are due him/her.

(7)(e) An employee receiving a dismissal allowance shall be subject to call to return to service by the employee's former employer; notification shall be in accordance with the terms of the then-existing collective bargaining agreement if the employee is represented by a union. Prior to such call to return to work by his/her employer, the employee may be required by the Recipient to accept reasonably comparable employment for which the employee is physically and mentally qualified, or for which the employee can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.

(7)(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while the employee is so reemployed, and the period of time during which the employee is so reemployed shall be deducted from the total period for which the employee is entitled to receive a dismissal allowance. During the time of such reemployment, the employee shall be entitled to the protections of this arrangement to the extent they are applicable.

(7)(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that the employee's combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his/her dismissal allowance exceed the amount upon which the employee's dismissal allowance is based. Such employee, or his/her union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with the employee's former employer, including self-employment, and the benefits received.

(7)(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of the employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him/her for which the employee is physically and mentally qualified and does not require a change in the employee's place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of the employee's allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his/her representative, or by final arbitration decision rendered in accordance with paragraph (15) of this arrangement that such employee did not comply with this obligation.

(8) In determining length of service of a displaced or dismissed employee for purposes of this arrangement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him/her and the employee shall be given additional service credits for each month in which the employee receives a dismissal or displacement allowance as if the employee were continuing to perform services in his/her former position.

(9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, the employee could have bid, been transferred, or promoted.

(10) No employee receiving a dismissal or displacement allowance shall be deprived, during the employee's protected period, of any rights, privileges, or benefits attaching to his/her employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for the employee and the employee's family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which the employee may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

(11)(a) Any employee covered by this arrangement who is retained in the service of his/her employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his/her employment in order to retain or secure active employment with the Recipient in accordance with this arrangement, and who is required to move his/her place of residence, shall be reimbursed for all expenses of moving his/her household and other personal effects, for the traveling expenses for the employee and members of the employee's immediate family, including living expenses for the employee and the employee's immediate family, and for his/her own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or the employee's representatives.

(11)(b) If any such employee is laid off within three (3) years after changing his/her point of employment in accordance with paragraph (a) hereof, and elects to move his/her place of residence back to the original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.

(11)(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within ninety (90) days after the date on which the expenses were incurred.

(11)(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his/her employment as a result of the Project, and is thereby required to move his/her place of residence.

If the employee is under a contract to purchase his/her home, the Recipient shall protect the employee against loss under such contract, and in addition, shall relieve the employee from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied as the employee's home, the Recipient shall protect the employee from all loss and cost in securing the cancellation of said lease.

(12)(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within one year after the effective date of the change in residence.

(12)(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or his/her union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within

thirty (30) days upon the valuation, shall endeavor by agreement with ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State and local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(12)(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from the employee's residence than was his/her former work location, or (B) is more than thirty (30) normal highway route miles from the employee's residence and also farther from his/her residence than was the employee's former work location.

(13)(a) A dismissed employee entitled to protection under this arrangement may, at the employee's option within twenty-one (21) days of his/her dismissal, resign and (in lieu of all other benefits and protections provided in this arrangement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

| <u>Length of Service</u> | <u>Separation Allowance</u> |
|---------------------------------|-----------------------------|
| 1 year and less than 2 years | 3 months' pay |
| 2 years and less than 3 years | 6 months' pay |
| 3 years and less than 5 years | 9 months' pay |
| 5 years and less than 10 years | 12 months' pay |
| 10 years and less than 15 years | 12 months' pay |
| 15 years and over | 12 months' pay |

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which the employee performed service, will be paid as the lump sum.

Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

For the purposes of this arrangement, the length of service of the employee shall be determined from the date the employee last acquired an employment status with the employing carrier and the employee shall be given credit for one month's service for each month in which the employee performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, the employee will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(13)(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of the employee's dismissal as a result of the Project.

(14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which the employee is entitled to receive the benefits of these provisions shall not continue for a longer period following the date the employee was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his/her employment prior to the date of the employee's displacement or dismissal.

(15)(a) In the event that employee(s) are represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement, not otherwise governed by paragraph 12(c), the Labor-Management Relations Act, as amended, the Railway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective arrangement involving the Recipient and the Union, which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties. In the event they cannot agree upon such procedure, the dispute, claim, or grievance may be submitted at the written request of the Recipient or the Union to final and binding arbitration. Should the parties be unable to agree upon the selection of a neutral arbitrator within ten (10) days, any party may request the American Arbitration Association to furnish, from among arbitrators who are then available to serve, five (5) arbitrators from which a neutral arbitrator shall be selected. The parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. Unless otherwise provided, in the case of arbitration proceedings, under paragraph (5) of this arrangement, the arbitration shall commence within fifteen (15) days after selection or appointment of the neutral arbitrator, and the decision shall be rendered within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. The decision shall be final and binding. All the conditions of the arrangement shall continue to be effective during the arbitration proceedings.

(15)(b) The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the Union(s) and Recipient, and all other expenses shall be paid by the party incurring them.

(15)(c) In the event that employee(s) are not represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement which cannot be settled by the Recipient and the employee(s) within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding dispute settlement procedure acceptable to the parties, or in the event the parties cannot agree upon such a procedure, the dispute or controversy may be referred to the Secretary of Labor for a final and binding determination.

(15)(d) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be the obligation of the employee or the representative of the employee to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Recipient to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee. (See Hodgson's Affidavit in Civil Action No. 825-71).

(16) The Recipient will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by this arrangement may file a written claim of its violation, through the Union, or directly if the employee is outside the bargaining unit, with the Recipient within sixty (60) days of the date the employee is terminated or laid off as a result of the Project, or within eighteen (18) months of the date the employee's position with respect to his/her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to the claim.

The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant or his/her representative of the basis for denying or modifying such claim, giving reasons therefore. If the Recipient fails to honor such claim, the Union or non-bargaining unit employee may invoke the following procedures for further joint investigation of the claim by giving notice in writing. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the Recipient rejects the claim, the claim may be processed to arbitration as hereinabove provided by paragraph (15).

(17) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements or otherwise; provided that there shall be no duplication of benefits to any employee, and, provided further, that any benefit under this arrangement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit. This arrangement shall not be deemed a waiver of any rights of any Union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(18) During the employee's protective period, a dismissed employee shall, if the employee so requests, in writing, be granted priority of employment or reemployment to fill any vacant position within the jurisdiction and control of the Recipient reasonably comparable to that which the employee held when dismissed, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21) herein, for which the employee is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or re-training to fill such vacant position, the Recipient shall provide for such training or re-training at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement or otherwise established in personnel policies or practices for such position, plus any displacement allowance to which the employee may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which the employee held when dismissed for which the employee is qualified, or for which the employee has satisfactorily completed such training, the employee shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this arrangement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

(a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;

(c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of this arrangement and to the proper determination of any claims arising thereunder.

(20) In the event the Project is approved for assistance under the statute, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the applicant for federal funds and between the applicant and any recipient of federal funds; provided, however, that this arrangement shall not

merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

(21) This arrangement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any person, enterprise, body, or agency, whether publicly - or privately-owned, which shall undertake the management, provision and/or operation of the Project services or the Recipient's transit system, or any part or portion thereof, under contractual arrangements of any form with the Recipient, its successors or assigns, shall agree to be bound by the terms of this arrangement and accept the responsibility with the Recipient for full performance of these conditions. As a condition precedent to any such contractual arrangements, the Recipient shall require such person, enterprise, body or agency to so agree.

(22) In the event of the acquisition, assisted with Federal funds, of any transportation system or services, or any part or portion thereof, the employees of the acquired entity shall be assured employment, in comparable positions, within the jurisdiction and control of the acquiring entity, including positions in the employment of any entity bound by this arrangement pursuant to paragraph (21). All persons employed under the provisions of this paragraph shall be appointed to such comparable positions without examination, other than that required by applicable federal, state or federal law or collective bargaining agreement, and shall be credited with their years of service for purposes of seniority, vacations, and pensions in accordance with the records of their former employer and/or any applicable collective bargaining agreements.

(23) The employees covered by this arrangement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(24) In the event any provision of this arrangement is held to be invalid, or otherwise unenforceable under the federal, state, or local law, in the context of a particular Project, the remaining provisions of this arrangement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested Union representatives, if any, of the employees involved for purpose of adequate replacement under Section 5333(b). If such negotiation shall not result in mutually satisfactory agreement any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this arrangement only as applied to that Project, and any other appropriate action, remedy, or relief.

(25) If any employer of the employees covered by this arrangement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which the employee should be entitled under this arrangement, the provisions of this arrangement shall apply to such employee as of the date when the employee was so affected.

Last Updated: 02-07-18

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To receive a grant under any FTA-administered programs, INDOT must annually assure FTA that the subrecipients meet certain requirements. INDOT must maintain adequate files documenting the basis for all local assurances which the subrecipient makes to INDOT.

REQUIRED DOCUMENT INSTRUCTION: APPLICANTS MUST COMPLETE THE TEMPLATE PROVIDED BELOW. FORM MUST BE COMPLETED BY OBTAINING THE APPROPRIATE SIGNATURES. ONCE COMPLETED, THE DOCUMENT MUST BE UPLOADED TO "LOCAL FINANCIAL ASSURANCES" WITHIN THE ONLINE APPLICATION OF BLACKCAT.

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| 2022 FTA Allocation: \$875,524 PMTF: \$312,096 | FY2022 Budget Using All FTA Allocation | Local Match Detail | |
|--|--|--|--------------------------------|
| Expenses | | | FY2022 Full FTA Version |
| Operators' Salaries & Wages | \$ 542,539 | In-Kind: | |
| Other Salaries & Wages | \$ 260,000 | Putnam Co - space for rooftop repeaters | \$ 4,080 |
| Fringe Benefits | \$ 256,142 | SOI - Owen County office | \$ 4,200 |
| Services | \$ 75,000 | Stone Belt - Lawrence County office | \$ 6,600 |
| Fuel & Lubricants | \$ 160,000 | | |
| Tires & Tubes | \$ 20,000 | General Fund: | |
| Other Materials & Supplies | \$ 60,000 | Monroe County | \$ 30,000 |
| Utilities | \$ 53,000 | Lawrence County | \$ 22,000 |
| Casualty & Liability | \$ 116,000 | Owen County (Town of Spencer & OC) | \$ 16,000 |
| Taxes | \$ 6,600 | Putnam County (Greencastle & PC) | \$ 25,000 |
| Purchased Trans Services | \$ - | | |
| Miscellaneous | \$ 2,000 | All Other Local: | |
| Leases & Rentals | \$ 3,000 | IIIB Transportation (Putnam AAA) | \$ 15,000 |
| Equipment | \$ - | IIIB Transportation (Monroe & Owen AAA) | \$ 35,000 |
| Indirects | \$ 256,767 | Medicaid NEMT | \$ 62,000 |
| | | Local Purchase of Service (I/DD, formerly Ivy Tech, etc.) | \$ 315,396 |
| Total Expenses | \$ 1,811,048 | Bus Advertising (pre-UBIT) | \$ 28,152 |
| | | | |
| Less: Revenues | | | |
| Passenger Fares | \$ 60,000 | | |
| | | | |
| Net Expense | \$ 1,751,048 | | |
| | | | |
| Local Match | | | |
| General Fund Appropriation | \$ 93,000 | | |
| Other, Unrestricted Fed/State | \$ 455,548 | | |
| In-Kind | \$ 14,880 | | |
| | | | |
| State PMTF | \$ 312,096 | | |
| Federal Section 5311 | \$ 875,524 | | |
| | | | |
| Total Revenue | \$ 1,811,048 | | |

MEMORANDUM OF UNDERSTANDING BETWEEN THE
MONROE COUNTY BOARD OF COMMISSIONERS
AND
RURAL TRANSIT

The Monroe County Board of Commissioners ("County") and Rural Transit, a division of the Area 10 Agency on Aging, ("Rural Transit") have a long history of cooperation concerning the Transit program in Monroe County. The County recognizes Rural Transit as a provider of transportation that has a multi- county service area. The County has developed and implemented internal controls pursuant to IC 5-11-1-27, including those required due to being a recipient and sub-recipient of a federal pass through grant. The implementation of the Internal Controls includes Policies and Training. Included in the Internal Controls is that any agreement that in any way obligates the County, including grant contract agreements, must be approved by the Board of Commissioners before execution. Rural Transit agrees to follow the County's internal control policies as it applies to Rural Transit and Rural Transit further agrees to make available the appropriate staff for training.

APPROVED BY:

Julie Thomas, President Board of Commissioners

Chris Myers, Director Area 10 Rural Transit

Date: _____

Date: _____

ATTEST:

Catherine Smith, Auditor

Date: _____

PASS-THROUGH AGREEMENT

In some cases, FTA permits the states to use an eligible subrecipient as a pass-through in order to funnel money to another eligible applicant. When the lower tier recipient would also be an eligible recipient, the arrangement is not a third-party contract (*e.g.*, state awards funds to a public agency that in turns gives the funds to an otherwise eligible recipient). It is important for the reviewer to ascertain the relationship between the grantee and lower tier contractors and establish whether the arrangement is a legitimate “pass-through” or a third-party contract. Beginning in 2000, INDOT expressly permits nonprofit organizations to serve as a lower tier subrecipient provided that the nonprofit is specifically designated in the grant application and that an otherwise eligible recipient has adopted a resolution that designates the nonprofit agency as a recipient of funds.

REQUIRED DOCUMENT INSTRUCTION: IF FUNDS ARE BEING FUNNELED THROUGH TO A LOWER TIER RECIPIENT, APPLICANTS MUST COMPLETE THE TEMPLATE PASS-THROUGH AGREEMENT PROVIDED BELOW. FORM MUST BE COMPLETED BY OBTAINING THE APPROPRIATE SIGNATURES. ONCE COMPLETED, THE DOCUMENT MUST BE UPLOADED TO “PASS-THROUGH AGREEMENT” WITHIN THE ONLINE APPLICATION OF BLACKCAT.

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Pass-through Agreement

THIS AGREEMENT made this 5th day of May, 2021, among the **Monroe County Board of Commissioners** (hereinafter referred to as the "Applicant") and **Area 10 Agency on Aging** a private nonprofit corporation, (hereinafter referred to as the "Service Provider"), by its duly authorized representative(s), whose mailing address is: **631 W. Edgewood Dr., Ellettsville, IN 47429.**

WITNESSETH

WHEREAS, the Applicant has made application for the Operating and/or Capital Assistance Program under section 5311 of the Federal Transit Act with the Application incorporated and made a part of this Agreement.

WHEREAS, the goals of the Operating and Capital Assistance Programs are **to enhance access to people in non-urbanized areas for purposes such as health care, shopping, education, recreation, public services, and employment.**

WHEREAS, the Service Provider has the expertise and desire to provide said transportation; and

WHEREAS, the Applicant has agreed by resolution to subcontract with the Service Provider.

NOW THEREFORE, in consideration of the mutual promises and covenants herein set forth, the Applicant and Service Provider agree as follows:

SECTION I: Purpose

The purpose of this Agreement is to provide for the undertaking of rural public transportation services to the general public in and around **Monroe, Owen, Lawrence, and Putnam counties, Indiana.**

SECTION II: Project Implementation

The Service Provider agrees, based on the Grant Assistance provided, to undertake and complete the Project as filed with the approval of the Indiana Department of Transportation ("INDOT") and the Federal Transportation Administration ("FTA") in accordance with the terms and conditions of this Agreement.

SECTION III: Project Duration

The Service Provider shall commence activities associated with the Project from **07/1/2020 to 12/31/2021**, as described in the 5311/5339 Application and other required documents requested by FTA and INDOT.

SECTION IV: Level of Funding

Reimbursement to the Service Provider shall be through a cost reimbursement contract. These expenditure levels are contingent upon the necessary State and Federal funds to operate the Project. If State or Federal funding sources are not available and alternative funding cannot be obtained, the Project will be adjusted so as not to incur un-reimbursable expenses.

SECTION V: Eligible Project Expenditures

Project expenditures eligible for reimbursement under the Cost Reimbursement Contract are only for those expenditures which are eligible for Section 5311 reimbursement and are further identified in the budget form accompanying the Applicant's Application.

Federal Office of Budget and Management Circular 2 CFR 200 shall be used as guidance in establishing cost principals applicable to the grant.

SECTION VI: Reimbursement

Eligible Project costs will be reimbursed to the Service Provider by the Applicant on a quarterly basis and no later than 3-5 business days after the Applicant has received payment by INDOT.

SECTION VII: Financial Statement

The Service Provider shall submit to the Applicant, no less than 14 days prior, quarterly operating claims, capital claims, financial statements, records, and fiscal documents that are required for Applicant review and approval prior to submission of such documents to INDOT or FTA as may be deemed necessary. The quarterly reports shall include revenue and expense statements including a detailed report of expenses by budget category as identified in the Budget accompanying the Applicant's Application. **Furthermore, the Service Provider shall attend no less than quarterly, commissioner or applicant governing board meetings in order to present, discuss, and answer any questions or concerns relevant to such financial claims and documents. Service Providers must also submit to the Applicant an annual certified audit performed by an independent Certified Public Accountant ("CPA").** The Service Provider shall develop and maintain financial reports which are necessary for the effective control and management of operations and shall maintain financial records required by funding sources in accordance with generally accepted accounting procedures.

SECTION VIII: Audit and Inspection

The Service Provider shall permit the Applicant, INDOT, FTA, or their authorized representative, to inspect all vehicles, facilities and equipment purchased by the Applicant, including those obtained through the Section 5311 Project, all transportation services rendered by the Service Provider by the use of such vehicles, facilities and equipment and all relevant Project data and records. **The Service Provider shall also permit the above-named persons to the books, records and accounts of the Service Provider pertaining to the Project. Service Provider will be subject to audits and inspections at any time, and without notice if necessary, by the applicant, INDOT and FTA to ensure compliance of the Service Provider.** Any overpayment to the Service Provider as determined by an audit must be immediately refunded to the Applicant.

SECTION IX: Use of Applicant's Equipment

Any vehicles, equipment or facilities purchased under the Section 5311/5339 Assistance Program and titled in the name of the Applicant, hereinafter referred to as "Capital Assets," are hereby leased to the Service Provider for an annual fee of \$1.00. The vehicles, equipment or facilities covered by this lease shall only be used by the Service Provider for the purpose of rural public transportation services. **Any fares, fees or other proceeds, including leases or sub-lease obtained by the Service Provider, shall be**

used in the performance of the transportation services and shall be reported quarterly to the Applicant. Any such proceeds shall be deducted from the monthly operating costs as allowed.

The Service Provider will maintain minimum levels of proper liability, collision, and property damage insurance for the service provided in conjunction with Indiana Insurance requirements required for for-hire transportation providers.

Upon the release of Capital Assets by FTA and INDOT, or in the event the Project is terminated, the Applicant will transfer ownership of any Capital Assets for which the Service Provider has provided the required local matching funds to the Service Provider.

SECTION X: Consultant Contracts

Contracts for consultant services in excess of \$10,000 must be submitted by the Service Provider for review and prior approval by the Applicant, INDOT and FTA. The Applicant and/or Service Provider will abide by the requirements of FTA Circular 4220.1F (Third Party Contracting Requirements) in procuring services.

SECTION XI: Project Monitoring and Evaluation Data

The Service Provider shall provide all data for the monitoring and evaluation of the Project as requested by the Applicant, INDOT and/or FTA. The Service Provider shall provide necessary information such as ridership, vehicle, hours of service, operations costs and revenues when such information is requested by the Applicant, INDOT and/or FTA.

SECTION XII: Changes in Project Scope or Budget

The Service Provider shall immediately notify the INDOT, FTA and the Applicant of any change in conditions, or of any event, which will adversely affect its ability to perform the Project in accordance with the provisions of this Agreement.

SECTION XIII: Labor Protection

Provisions of the Department of Labor Special Section 5333(b) Warranty signed by the Service Provider and the Applicant are hereby incorporated into this Agreement.

SECTION XIV: Equal Employment Opportunity

In connection with the execution of this Agreement, the Service Provider shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity or national origin. The Service Provider shall take affirmative action to ensure the applicants are employed and treated fairly during their employment. Such action shall include, but not be limited to the following: employment, upgrade, demotion, or transfer, recruitment, or advertising, layoffs, or termination, rate of pay, or other forms of compensation; and selection for training including apprenticeship.

SECTION XV: Non-Discrimination

The Service Provider agrees that as a condition to the Agreement that no otherwise qualified disabled person shall, solely by reason of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, income status, or limited English proficiency, be excluded from participation in, be

denied, the benefits of, or otherwise be subjected to discrimination under this program or activity that receives or benefits from Federal financial assistance administered by the Applicant through funding by the United States Department of Transportation.

SECTION XVI: Civil Rights Act of 1964

The Service Provider shall comply with all requirements imposed under Title VI of the Civil Rights Act of 1964 (78 Stat. 252), as amended, and any and all regulations issued pursuant thereto (CFR Title 49, Subtitle A, Part 21).

SECTION XVII: Section 5311 Program Compliance

The Service Provider shall comply with all other assurances and regulation included in the Section 5311 Program as cited in the 5311/5339 Application.

SECTION XVIII: Termination

The Applicant may, by written notice to the Service Provider, terminate the Project and cancel this Agreement.

SECTION XIX: Agreement Changes

Any proposed change in this Agreement must have the approval of both the Applicant and the Service Provider prior to becoming effective.

SECTION XX: Dispute

Any dispute concerning a question of fact in connection with purposes contained within this Agreement shall be referred to the Commissioner of INDOT, whose decision shall be final.

SECTION XXI: Responsibility for Claims and Liability

The Service Provider shall be responsible for and save harmless the Applicant for all damage to life and property due to activities of the Service Provider, its subcontractors, agents or employees, in connection with the execution of the Project.

SECTION XXII: Employment Eligibility Verification

All Indiana governmental employers are required to utilize E-Verify to verify the work eligibility of all employees hired after June 30, 2011. Additionally, all Indiana employers who have "public contracts for services" with a state agency or receive grants exceeding \$1000 from a state agency will also be required to participate in the E-Verify Program. The obligation for private employers will arise as a result of governmental employers (*i.e.* state agencies) being obligated to require recipients of public service contracts and grants in excess of \$1000 entered into after or renewed after June 30, 2011, to participate in E-Verify. In order to enroll in the E-Verify program contractors, grantees & sub-grantees may search www.everify.uscis.gov/enroll.

IN WITNESS WHEREOF, Area 10 Agency on Aging and the Monroe County Board of Commissioners have caused this Agreement to be executed in their respective names.

EXECUTED THIS ____ DAY OF _____, 20____

Julie Thomas, President Board of Commissioners

Signature of Authorized Service Provider Representative

CERTIFICATION OF APPLICANT'S ATTORNEY

I affirm that to the best of my knowledge the Applicant and Service Provider are in total compliance with all items and conditions of the grant agreement executed between the Indiana Department of Transportation and the Applicant.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or threatened that might adversely affect the validity of these certifications and assurances or of the performances of the Project.

Furthermore, if I become aware of circumstances that change the accuracy of the foregoing statements, I will notify the Applicant, Service Provider and INDOT.

By: Jeff Cockerill, Attorney

Signature

4/29/2020

Date



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 04/28/21

Formal ☒

Work session ☐

Department Parks

Title to appear on Agenda: B-Tech Service Agreement

Vendor # 25120

Executive Summary:

The Monroe County Parks & Recreation Board voted on 04-21-21 to approve the purchase of (4) security cameras from B-Tech to be installed at Karst Farm Park Maintenance Building area to cover park vehicles, fueling station, overhead doors and entry door.

Fund Name(s):

County General Professional Services

Fund Number(s):

1000-30013-0803

Amount(s)

\$3,166.69

Presenter: Kelli Witmer

Speaker(s) for Zoom purposes:

Name(s)

Kelli Witmer

Phone Number(s)

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

Attorney who reviewed:

Rice, Margie

Agreement for Professional Services

Agreement made between B Tech Fire & Security LLC ("Contractor") and the Monroe County Board of Commissioners ("Monroe County"). The Contractor and County mutually agree as follows:

The terms of the Agreement enlist Contractor to provide material, equipment and labor to install (4) security cameras at Karst Farm Park, Monroe County Indiana. The following terms shall apply:

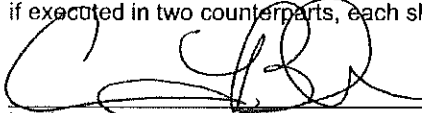
1. **Scope of Project and Price.** Monroe County wishes to hire Contractor to install (4) security cameras at the Karst Farm Park Maintenance Building area. The Contractor shall make a reasonable effort to complete the job by June 30, 2021. See attached proposal, which is marked as "Exhibit A", incorporated herein, and is made a part of this Agreement.

The total amount paid to Contractor under this Agreement shall not exceed Three Thousand one Hundred Sixty Six and sixty nine cents (\$3,166.69) without further written approval by Monroe County. Contractor shall submit invoices monthly, which shall be paid within forty-five (45) days of receipt.

2. **Term.** The term of this Agreement shall be from the date executed by both parties, below, and shall terminate on or before July 31, 2021. Details in "Exhibit A" shall govern the performance of all work under this Agreement. Either party may terminate this Agreement by giving written notice to the other party at least fifteen (15) days in advance of the intended date of termination.
3. **Indemnity.** Contractor assumes all risks and responsibilities for accidents, injuries or damages to person(s) or property related to performance pursuant to this Agreement, and agrees to indemnify and save harmless Monroe County from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Agreement, except such claims, costs or suits arising out of the negligence of Monroe County or its employees.
4. **Worker's Compensation.** To the extent required by law, Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to Monroe County before commencement of work on the Agreement.
5. **Non-discrimination.** Contractor is aware of Monroe County's policy prohibiting harassment of any kind. If Contractor becomes aware of any harassment, Contractor shall immediately report harassment to the Monroe County Legal Department. In the performance of work under this Agreement, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of their race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran — or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.
6. **Compliance with Law.** Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations, including the County's policy prohibiting harassment. Contractor shall indemnify and save harmless Monroe County for any fines or expenses of any nature which it might incur from Contractor's noncompliance. *If required by law*, Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:
 - o Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
 - o Contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program, if the E-Verify program no longer exists.
 - o Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

7. **Independent Contractor.** It is fully understood and agreed that Contractor and its employees are serving as independent contractors and are not employed by Monroe County. As such the parties agree to the following:
- Contractor is NOT performing this work under the supervision or direction of Monroe County.
 - Contractor shall use non-County materials and equipment to perform this work and to develop and duplicate any and all materials.
 - Contractor shall have exclusive control over the means, methods and details of fulfilling the obligations under this Agreement. Contractor is not to receive direction or supervision from any Monroe County employee or representative. Monroe County will provide feedback to and review any drafts submitted by Contractor.
 - Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of Monroe County for any purpose.
 - Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws, as required by law.
8. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
9. **Governing Law.** This Agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.

IN WITNESS WHEREOF, Contractor and Monroe County have executed this Agreement as dated below and, if executed in two counterparts, each shall be deemed an original.



By: B Tech Fire & Security LLC

Date:

4/23/2021

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS
This _____ day of _____, 2021, pursuant to Monroe County Code Chapter 266-5.

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens, Member

Penny Githens, Member

ATTEST:

Catherine Smith, Auditor

Exhibit A



Monroe County Parks &
Recreation

501 N Morton St
Suite 100 North Showers Bldg
Bloomington IN 47404-3746

Karst Farm Park - Camera

16905031821

812-332-1995 • www.btechllc.com

TERMS AND CONDITIONS

I. DEFINITIONS: "Agreement" means these terms and conditions together with the work order or proposal attached or on the reverse side of this document. "Customer" means the individual or entity that purchases B-Tech's, equipment, products, systems, or services. "B-Tech" means B-Tech, LLC, an Indiana limited liability company and its agents, employees, officers, members and authorized representatives

II. INSURANCE: Customer acknowledges that B-Tech is not an insurer. It is Customer's obligation to purchase insurance to protect itself from loss, damage, death, or injury related to or arising out of any occurrences or consequences, which B-Tech's equipment, products, systems, or services are designed to detect or avert. Customer expressly acknowledges that no fire suppression system can guarantee prevention of any loss, damage, death, or injury.

III. LIMITATION OF LIABILITY: The amounts payable to B-Tech are based upon the value of the equipment, products, systems, or services provided. The scope of B-Tech's liability is unrelated to the value of Customer's property or property of others located on Customer's premises. B-Tech has made no guarantee, representation, or warranty, including any implied warranty of merchantability or fitness for a particular purpose, that B-Tech's equipment, products, systems, or services will avert or prevent any specific occurrence or consequence including any occurrence or consequence that the equipment, products, systems, or services are designed to detect or avert. B-Tech is exempt from liability for any loss, damage, death, or injury related to or arising out of any occurrences or consequences which its equipment, products, systems, or services are designed to detect or avert. That if B-Tech should be found liable for loss, damage or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual service charge or \$250, whichever is greater, as the agreed upon damages and not as a penalty, as the exclusive remedy, and that the provisions of this paragraph shall apply if loss damage or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this contract or from negligence, active or otherwise, of B-Tech, its agents or employees. If any person not a party to this Agreement makes any claim or files any lawsuit against B-Tech related to or arising out of the operation or failure in any respect of any of the equipment, products, systems, or services that B-Tech provides to Customer in relation to this Agreement, Customer shall, to the fullest extent permitted by law, indemnify and hold B-Tech harmless for any and all such claims, lawsuits, or other proceedings, including the payment of all damages, expenses, costs, and attorneys' fees. If Customer desires B-Tech to assume a greater liability under this Agreement, B-Tech may amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by Customer for the assumption by B-Tech of such greater liability provided. However, such rider and additional obligation shall in no way be interpreted to hold B-Tech as an insurer and unless such written rider is attached and signed by B-Tech, no additional liability will be assumed. The provisions of this paragraph shall apply if any loss, damage, death, or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or non-performance of obligations imposed by this Agreement or from negligence, active or otherwise, of B-Tech. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, that department, or other organization, may invoke the provisions hereof against any claims by Customer due to any failure of such department or organization

IV. CUSTOMER'S DUTIES: Customer shall not alter or modify any of B-Tech's equipment, products, systems, or services. Customer shall instruct all persons who may use B-Tech's equipment, products, systems, or services on their proper use and maintenance. Customer shall inspect B-Tech's equipment, products, systems, and services on a regular basis, between routine inspections, to look for things such as missing discharge nozzles, redirected pipes and nozzles, missing nozzle blow off caps or protectors, grease accumulation on detection devices, and any other items requiring general maintenance. If Customer finds problems during any such inspection, Customer shall notify B-Tech and schedule a service call, for which there will be a charge. Customer shall notify B-Tech in writing immediately if any cooking appliances are replaced, added, or deleted on Customer's property. Customer shall also notify B-Tech in writing immediately if any changes of any kind are made to any cooking ventilation system on Customer's property. Customer acknowledges that any of the above changes may affect the operation of B-Tech's equipment, products, systems, or services.

V. BINDING AGREEMENT: The terms expressed herein shall inure to the benefit of and apply to all parent, subsidiary, and affiliated companies of B-Tech, as well as to any company which B-Tech may contract with to provide any of B-Tech's equipment, products, systems, or services. Customer may not assign its rights without B-Tech's express written consent.

VI. ENTIRE AGREEMENT: Except as otherwise mutually agreed in writing by B-Tech and Customer, this Agreement constitutes the entire agreement and understanding between Customer and B-Tech with respect to the subject matter hereof, and supersedes all other agreements, understandings, representations, warranties, promises, conditions, or statements, whether express or implied, written or oral.

VII. GOVERNING LAW AND VENUE: This Agreement shall be governed by Indiana law without regard to its choice of law rules. Venue for any dispute related to or arising out of this Agreement shall be in a state court located in Monroe County, Indiana or the federal district court having jurisdiction over Monroe County, Indiana.

VIII. SEVERABILITY: The covenants and acknowledgements contained in this Agreement shall be construed as separate and independent and this Agreement shall not be construed against either party. If any term or provision of this Agreement shall to any extent be held to be invalid, illegal, or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be valid, legal, and enforceable to the fullest extent permitted by law.

XI. WAIVER: No party shall be deemed to have waived compliance by the other party of any provision of this Agreement, unless the waiver is contained in a written instrument signed by the waiving party. The failure of a party to enforce at any time any of the provisions of this Agreement or to exercise any right contained in the Agreement shall not be construed to be a waiver of such provisions, nor shall any party's failure to enforce a similar right against another party constitute a waiver against any party to this agreement.

IN THE EVENT THE CUSTOMER DEFAULTS IN THE OBSERVATION OF ANY OF THE TERMS CONTAINED IN THIS AGREEMENT, AND B-Tech LLC EMPLOYS ATTORNEYS TO ENFORCE ALL OR ANY PART OF THIS AGREEMENT, CUSTOMER SHALL REIMBURSE B-Tech LLC FOR THE ATTORNEY FEES, COURT COST AND INTEREST AT 18% PER ANNUM INCURRED THEREBY, WHETHER OR NOT SUIT IS FILED.



B-Tech Fire & Security

900 W Allen St

Bloomington IN 47403

(812) 332-1995

(812) 822-3620

support@btechllc.com

Proposal

Service Information

Karst Farm Park
2450 S Endwight Rd

Bloomington IN 47403-8810

Phone: (812) 349-2800

Fax: (812) 349-2899

Alt Contact:

Alt Phone:

E-Mail:

Job Name

Karst Farm Park - Camera

Billing Information

Monroe County Parks & Recreation
501 N Morton St
Suite 100 North Showers Bldg
Bloomington IN 47404-3746

Sales Rep

Terms

Net 25

Proposal

16905031821

Scope of Work:

Add 4 camera's to maintenacne shop per layout plans.

Item

| | |
|---|-----|
| 4MP IP Dome Camera 2.8MM IP67 | 4 |
| Single IP Camera License | 4 |
| 8 Port Gigabit Ethernet Unmanaged POE Switch with 8 POE | 1 |
| 24/4 CAT5E Blue Wire per foot | 600 |
| Labor | 1 |
| APC Back UPS ES 600VA, 120V | 1 |

Summary of Costs



| | |
|-------------------|-------------------|
| Job Subtotal: | \$3,166.69 |
| Tax | \$0.00 |
| Total Due: | \$3,166.69 |

Payment Terms

Net 25

Acceptance

Customer Acceptance

3/18/2021

Date

A handwritten signature in black ink, appearing to be "C. B. B.", is written over a horizontal line. Below the line, the text "B-Tech Representative" is printed.

B-Tech Representative

4/23/2021

3/18/2021

Date

This Agreement shall become effective upon the execution by the Customer and acceptance and execution of this Agreement by a duly authorized representative of B-Tech, LLC. I understand and agree to the terms & conditions of this Agreement.





Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

Request:

Support from the Commissioners to move forward on the railroad crossing project, and approval for Indiana Railroad (INRR) engineering services (not to exceed \$10,000 & funded by GO Bond 4810-47151 trail expansion).

In general, railroad companies are slow to respond to inquiries and the project is on a strict DNR grant completion deadline. To keep the project moving, County staff approved the paperwork for INRR to proceed with engineering services.

The DNR Next Level Trails (NLT) Grant was awarded to Monroe County for the expansion of the Karst Farm Greenway from Ellettsville to the Loesch Road trail head.

The Greenway route crosses over the INRR tracks on Loesch Road, thus requiring a railroad crossing improvement. The grant project's engineering firm has proposed a railroad crossing design. INRR requires this design to be reviewed and approved by INRR engineering services.

INRR will propose a cost for the railroad crossing improvements and enter into a contract with Monroe County to pay for the improvements, with INRR performing the work. The NLT grant will pay for the railroad crossing trail related improvements, but will not pay for vehicular crossing improvements.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:



501 North Morton Street Suite 100 Bloomington, IN 47404
812-349-2800 Fax: 812-349-2890 mopr@co.monroo.in.us
www.monroeparksandrec.org

April 23, 2021

The Indiana Railroad
1500 South Senate Avenue
Indianapolis, IN 46225

Attention: Justin Cronin

RAILROAD/HIGHWAY COORDINATION

Roadway Resurfacing/Flagging Agreement

Project: Pedestrian Trail construction along
Loesch Road in Monroe County, Indiana near the
Indiana Railroad.

DOT Numbers:

INDOT Des#: N/A

Daily Train Count:

Max Train Speed:

Dear Mr. Cronin,

You have been furnished plan sheets for the above referenced proposed trail project by our Monroe County Consultant Engineer, Josh Elsenhauer. Mr. Elsenhauer can be reached at 812-332-5944 or via email at jeisenhauer@vsengineering.com. This is part of our new trail system construction in Monroe County and is being done under the authority of the County of Monroe.

Please review these plans to determine if modifications to your facilities will be required to accommodate the proposed construction of the referenced project. If modifications to your facilities will be required, we request that you submit a reproducible copy of your modification plan (with a detailed labor & materials cost estimate) to this office for review by May 14, 2021. If facility modifications are not required, but your company will incur costs that are attributable to this project (preliminary engineering, flagging services, construction inspection, etc.), then submit reproducible cost estimate by same date. Also, please indicate the presence of any railroad power, communication, and/or signal lines (please include voltage of power supply wires present). After review of your plan and estimate, this office will prepare a draft copy of a facility modification agreement. This agreement will be submitted to your company for review, comment, and/or approval.

We note that during the course of the construction of the subject project, our contractor will have to accomplish work within your company's right-of-way. Please advise us if flagging and/or insurance will be required for this project.

This letter is your authorization to proceed with the preliminary engineering work to be accomplished by your company's regularly employed personnel or engineering consultant, up to a maximum of \$10,000. The costs associated with this work shall be billed through the County. The effective date of this authorization is the date of this letter.

Please acknowledge receipt of this letter by emailing Josh Eisenhauer at jeisenhauer@vsengineering.com and Kelli Witmer at kwitmer@co.monroe.in.us If you have billing questions, contact Kelli Witmer by email or at 812-349-2800.

I hereby acknowledge receipt of this Preliminary Engineering authorization and information request.

Signature: Kelli Witmer MCPR Director Date: 04-28-2021

Printed name: Kelli Witmer



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal ☒ Work session ☐ Department

Title to appear on Agenda: Vendor #

Executive Summary:

This Memorandum of Understanding (MOU) with Child Advocates will provide training opportunities for up to 120 judicial employees in Interrupting Racism for Children. Three (3), two-day trainings will be held via Zoom in May and June 2021 and paid from 100% grant funding.

Interrupting Racism for Children participants will engage in a number of expertly facilitated exercises designed to interrupt everyday practices that result in racist outcomes. Some key concepts covered during the training are:

- The function and relationship between poverty and racism.
- Disempowerment of ourselves and those we serve.
- Develop a shared understanding of the purpose of racism.
- Understanding the lasting impact of historical policies and laws.
- Awareness of how racism adversely affects everyone.
- Understanding the importance of our roles as gatekeepers.
- How we begin to intentionally create communities where children's outcomes are not predictable based on race, but where they thrive and not just survive.

| Fund Name(s): | Fund Number(s): | Amount(s) |
|---|-----------------------------------|--|
| <input type="text" value="JDAI Programming"/> | <input type="text" value="9123"/> | <input type="text" value="\$18,000.00"/> |

Presenter:

Speaker(s) for Zoom purposes:

| Name(s) | Phone Number(s) |
|---|----------------------|
| <input type="text" value="Christine McAfee"/> | <input type="text"/> |

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

Attorney who reviewed:

Monroe County Board of Commissioners Agenda Request - Grant

REQUIRED

Federal Agency

Federal Program

CFDA#

Federal Award Number and Year (or other ID)

Pass Through Entity:

State Grant from IDOC

Request completed by:

Linda Brady, CPO

This document is to be submitted no later than the Friday at noon prior to the requested meeting date.

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is by and between **Monroe County Commissioners ("MCC")** and **Child Advocates, Inc. ("CA")**.

Child Advocates, Inc. is a charitable organization described in Section 501(c)(3) of the Internal Revenue Code. CA's mission is to engage community volunteers and staff to protect children who are victims of child abuse. As part of that mission, CA offers **Interrupting Racism for Children** workshops to help individuals, communities, organizations, and institutions move beyond addressing the symptoms of racism to undoing the causes of racism.

Recognizing the importance of creating a just and equitable society that includes considering the root causes of engagement/achievement gaps within institutions.

This MOU serves as an agreement between **MCC** and **CA**; **CA** will provide **Interrupting Racism for Children** workshops pursuant to the terms of this MOU and **MCC** will compensate **CA** per the terms of the MOU.

Services Provided by CA:

- A. CA will provide a minimum of three (3) professional, qualified facilitators to conduct virtual **Interrupting Racism for Children** workshops for a maximum of forty (40) Monroe Circuit Court participants on each of the following dates:
 - (1) May 17-18, 2021
 - (2) May 20-21, 2021
 - (3) June 21-22, 2021
- B. CA will host the virtual **Interrupting Racism for Children** workshops series **via Zoom** and manage the activities and flow during each session.
- C. CA will provide a Zoom link to the Monroe Circuit Court to provide to participants to join in each session.
- D. The workshop will begin at 9:00 a.m. and end at 4:00 p.m. each day. Appropriate and reasonable breaks will be scheduled at the discretion of the workshop facilitators.
- E. CA will provide pre / post assessments to participants and share results with **the Monroe Circuit Court**.

Services Provided by the Monroe Circuit Court Probation Department (MCC-PD):

- A. **MCC-PD** will provide the **CA**-provided Zoom link to participants for each session.
- B. **MCC-PD** will adequately publicize these virtual workshops and attempt to fill all forty (40) training "slots" with participants.
- C. **MCC-PD** will offer debriefing opportunities to participants following completion of the workshop.
- D. **MCC-PD** will offer evaluation opportunities to participants and share key findings with **CA**.
- E. **MCC-PD** will reimburse **CA** \$6,000.00 for each 2-day virtual workshop, a total of \$18,000 for three (3) 2-day virtual workshops. **CA** will invoice **MCC-PD** **after each of the 2-day workshops** for their services, which will be paid through the Monroe County Government claims payment process.

DUTIES AND EXPECTATIONS OF MCC-PD AND CA:

1. In the event that performance of this MOU becomes impractical or impossible by either party to this MOU due to a "Force Majeure Event," a cancellation of this MOU shall be communicated by either side no later than seven (7) days prior to the start of the workshop (May 17, 2021, May 20, 2021, and June 21, 2021) and both sides shall reasonably work to reschedule the workshop within one (1) year from the date of the original workshop. [A "Force Majeure Event" is further defined but not limited to an act of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strike, governmental regulation or advisory, recognized health threat as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrences beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or make it illegal, impossible, inadvisable, or commercially impracticable to hold the workshop or to fully perform the terms of the agreement.]
2. No amendment or modification to this MOU shall take effect unless signed by authorized representatives of each party.
3. Acceptance of this MOU is evidence that there is intent to comply with the Americans with Disabilities Act of 1990, Rehabilitation Act of 1973, and Title VI of the 1964 Civil Rights Act.
4. This MOU may be terminated, at any time, by either party, upon thirty (30) days written notice. If the MOU is terminated by either party and the requisite thirty (30) days written notice is given, both parties shall reasonably work to reschedule the trainings within one (1) year from the date of the original workshop. If the MOU is terminated by **MCC**, **MCC** shall pay any expenses incurred and non-refundable.
5. Compliance with Law. By its signature on this MOU, **CA** agrees to comply with all State of Indiana and Monroe County applicable laws and regulations, shall indemnify and save harmless the Monroe County Board of Commissioners (hereafter "Board") for any fines or expenses of any nature which it might incur from **CA**'s noncompliance and that **CA** will comply with IC 22-5-1.7 et seq, specifically including the following:
 - A. **CA** is currently enrolled in the E-Verify program and has verified the work eligibility status of all newly hired employees of **CA** through the E-Verify program.
 - B. **CA** is not required to verify the work eligibility status of all newly hired employees of **CA** through the E-Verify program if the E-Verify program no longer exists.
 - C. **CA** will sign an affidavit affirming that **CA** does not knowingly employ an unauthorized alien if requested by **MCC**.
6. Non-discrimination. In the performance of work under this MOU, it is agreed that **CA**, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any program participant because of his/her race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran.
7. Independent Contractor. It is understood and agreed that **CA** executes this MOU as an independent contractor, and shall not be considered an employee or agent of Monroe County Government for any purpose. **CA** shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. **CA** shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.

8. Indemnity. CA assumes all risks and responsibilities for accident, injuries or damages to person(s) or property related to performance pursuant to this MOU, and agrees to indemnify and save harmless Monroe County Government from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the negligence of the County Government or its employees.
9. Worker's Compensation. CA shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the MCC before commencement of work on the project. Failure to provide this certificate may be regarded by the Board as material breach of this MOU, and may result in its cancellation without further cause. It shall be in the Board's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this MOU.
10. Liability Insurance. CA shall purchase and maintain comprehensive general liability insurance in amounts of at least one (1) million per occurrence, and two (2) million dollars aggregate, and furnish proof of such insurance to the Board before commencement of work on the project. Failure to provide this certificate may be regarded by the Board, in its, sole discretion, as a material breach of this MOU, and may result in its cancellation without further cause. It shall be in the Board's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this MOU.
11. Captions. The captions of this MOU are for convenience only, and do not in any way limit or amplify its terms.
12. Governing Law. This MOU shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this MOU shall be Monroe County, Indiana.

Child Advocates Official - Name and Title – PRINTED

Child Advocates, Inc.
8200 Haverstick Rd.
Indianapolis, IN 46240

Child Advocates Official – SIGNATURE

DATE

Julie Thomas, President, Monroe County Board of Commissioners

DATE

ATTEST: _____

Catherine Smith, Monroe County Auditor

(4-28-2021)



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal ☒ Work session ☐ Department

Title to appear on Agenda: Vendor #

Executive Summary:

The IDOH has awarded the MCHD COVID Vaccine funding based on population percentage. The funding amount is \$43,813.07 and covers March 25, 2021 - June 30, 2021 and is reimburseable.

This was approved on 4/28/21.

| Fund Name(s): | Fund Number(s): | Amount(s) |
|---|-----------------------------------|--|
| <input type="text" value="Immunization"/> | <input type="text" value="8138"/> | <input type="text" value="43,813.07"/> |

Presenter:

Speaker(s) for Zoom purposes:

| Name(s) | Phone Number(s) |
|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> |

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

Attorney who reviewed:

Monroe County Board of Commissioners Agenda Request - Grant

REQUIRED

Federal Agency

Federal Program

CFDA#

Federal Award Number and Year (or other ID)

Pass Through Entity:

Request completed by:

This document is to be submitted no later than the Friday at noon prior to the requested meeting date.

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

GRANT AGREEMENT

Contract #000000000000000000052840

This Grant Agreement (this "Grant Agreement"), entered into by and between Indiana State 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 **\$43,813.07** (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 **42 United States Code § 247d-3b** 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):
Immunizations and Vaccine 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. 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.

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**. 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 **March 25, 2021** and shall remain in effect through **June 30, 2021**. 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 **\$43,813.07**. 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 thorough 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. 200.330, 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 2007-1 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. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

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

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 State Department of Health
ATTN: Contract and Audit Section
2 North Meridian Street, Section 2-C
Indianapolis, IN 46204
E-mail: isdhcontracts@isdh.in.gov

B. Notices to the Grantee shall be sent to:

Penny Caudill
Monroe County Health Department
100 W. Kirkwood, Room 204
Bloomington, IN 47404
E-mail: pcaudill@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) Attachments prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record. The Contractor acknowledges that the State will not treat this Grant as containing confidential information, and 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 *2021 OAG/ IDOA Professional Services Contract Manual* or the *2021 SCM Template*) in any way except as follows:

- Amendments -added
- Grant Funding-modified
- HIPAA Compliance-added
- Implementation of and report on the Project-modified
- Order of Precedence; Incorporation by Reference-modified
- Project Monitoring by the State-modified
- Payment of Claims-modified
- Federal and State Third-Party Contract Provisions-Deleted
- Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties -Deleted
- Representations and Warranties of the Grantee-modified
- Insurance-modified

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://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCT S.GBL

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

Indiana State Department of Health

By:

By:

Title: President- Julie Thomas

Title:

Date:

Date:

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

Attachment A

March 25, 2021 through June 30, 2021

This grant is offered to provide support to local health departments for COVID-19 vaccination. This amendment was provided with monies made available through a Cooperative Agreement from the Centers for Disease Control and Prevention identified as CFDA 93.268.

Scope of Work

1. The grantee will conduct a limited number of mass vaccination clinics to assist the Indiana Department of Health with administration of COVID-19 vaccine. The number of vaccination clinics will not exceed five (5) in number.
2. The grantee will enter all information in a format prescribed by the Indiana Department of Health within 24 hours of vaccination administration.
3. The grantee will conduct community outreach to target areas of need based on low vaccine saturation and the social vulnerability index.
4. The grantee will ensure that all necessary steps are taken to ensure that doses are not wasted.
5. Monthly invoices should be submitted no later than the 15th day of the following month.

Attachment B: Budget

Name of Organization: Monroe County

Program Description: Immunization- COVID Vaccine Clinics

| | |
|--------------|------------|
| Other | \$43813.07 |
| Total Budget | \$43813.07 |

Attachment C: Federal Funding

Federal Agency: Department of Health and Human Services

CFDA Number: 93.268

Award Number: NH23IP00723

Award Name: Immunization Cooperative Agreements

1) Incorporation

This award is based on the application, as approved, the Indiana State Department of Health (ISDH) 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. 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 ISDH 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. ISDH 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 ISDH 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 email address.
2. A tutorial on completing Form E-1 online is available at 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 Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

The MCHD has received TANF (Temporary Assistance to Needy Families) to support Futures family planning clinic. These funds come early in Title X grant cycle prior to X funds being available. The actual grant period is October through September.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:

Monroe County Board of Commissioners Agenda Request - Grant

REQUIRED

| | | | |
|-----------------------|---|---|-----------|
| Federal Agency | Department of Health and Human Services | Federal Program | TANF |
| CFDA# | 93.558 | Federal Award Number and Year (or other ID) | 2020-2021 |
| Pass Through Entity: | Indiana Family Health Council | | |
| Request completed by: | Penny Caudill | | |

This document is to be submitted no later than the Friday at noon prior to the requested meeting date.

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

AGREEMENT FOR SERVICES

This Agreement for Services is entered into by **Indiana Family Health Council, Inc.**, 151 N. Delaware Street, Suite 520, Indianapolis, IN 46204 (hereinafter “**I.F.H.C.**”) and **Monroe County Health Department**, 119 W. 7th Street, Bloomington, IN 47404 (hereinafter “**Sub-Recipient**”) in recognition of their mutual desire to provide quality family planning services in the State of Indiana.

RECITALS

I.F.H.C. manages a program entitled “Indiana Family Planning Partnership” (hereinafter “the Partnership”) under the Title XX (Federal CFDA Number 93.667) and/or TANF (Federal CFDA Number 93.558) grants from the Indiana State Department of Health (hereinafter “**I.S.D.H.**”). **Sub-Recipient** desires to participate in the Partnership by conducting a Family Planning Service Project (hereinafter the “Project”), subject to the terms and condition of this Agreement for Services (hereinafter “Agreement”). In accepting this funding, the **Sub-Recipient** stipulates any activities thereunder are subject to all provisions of 42 CFR Part 59 Subpart A currently in effect or implemented during the period of this Agreement.

AGREEMENT

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

I.

Term

The Term of this Agreement shall be from **October 1, 2020** to **September 30, 2021**, unless terminated as hereafter provided.

II.

Description and Scope of Services

To Be Provided By Sub-Recipient

2.1 **Sub-Recipient** must provide family planning services during the Term of this Agreement.

2.2 **Sub-Recipient** shall meet the following performance measures for each clinical site:

- (a) 35% of unduplicated patients will receive a minimum of one (1) HIV test,
- (b) 80% of unduplicated women under the age of 25 will be tested for Chlamydia,
- (c) 85% of unduplicated women ages 15-44 not seeking pregnancy will be using a moderately effective (pill, ring, patch, injection, diaphragm) or most effective (IUD, implant, male or female sterilization) birth control method, and,
- (d) **Sub-Recipient** shall have the Client Visit Record (CVR) accurately entered into the **I.F.H.C.** centralized data system no later than fifteen (15) days after the end of the month.
- (e) **Sub-Recipient** shall demonstrate cost-effectiveness by maintaining an average cost of \$179 based on **I.F.H.C.** contracted funding amount per unduplicated client during the period covered by this Agreement.

2.3 **Sub-Recipient** will implement, manage, and conduct the Project under this Agreement according to the following terms and conditions:

- (a) **Sub-Recipient's** development and management of the Project will conform with all applicable federal, state, and local laws, rules and regulations, as and if amended (hereinafter "Applicable Law"), including without limitation all regulations promulgated and/or amended by the Department of Health and Human Services under the Public Health Service Act, 42 §300, et. seq. (hereafter "the Act and D.H.H.S. Regulations") and be enrolled as a Medicaid provider.

- (b) **Sub-Recipient** shall ensure all Project staff shall receive the required and necessary Title X training and provide evidence of completed training upon request, including but not limited to: human trafficking, child abuse, child molestation, sexual abuse, rape or incest reporting laws; and resisting coercion. At a minimum, the following trainings must be completed at its assigned period:

| | Clinical Staff | Non-Clinical Staff |
|---|----------------|--------------------|
| Title X Orientation – At Hire | Yes | Yes |
| Introduction to Family Planning – At Hire | Yes | No |
| Title X Clinical Training-- At Hire | Yes | No |
| Title X Financial Orientation | No | Yes |
| Mandatory Reporting – At Hire and Annually | Yes | Yes |
| Family involvement and sexual coercion (for adolescents) – At Hire and Annually | Yes | Yes |
| Human Trafficking – At Hire and Annually | Yes | Yes |
| Cultural Competency – At Hire | Yes | Yes |
| Pregnancy Options Counseling and Education -- At Hire | Yes | No |
| HIPAA and client confidentiality --At Hire | Yes | Yes |
| Non-Discrimination -- At Hire | Yes | Yes |
| Emergency and disaster response and staffs' roles -- Annually | Yes | Yes |
| IFHC HIV Training--At Hire | Yes | No |

- (c) **Sub-Recipient** shall provide, either directly or through referral, Fertility Awareness-Based Methods, and a broad range of approved methods of contraception.
- (d) **Sub-Recipient** shall enroll and comply with all 340B program requirements. **Sub-Recipient** may be subject to an audit by HRSA at any time. Program requirements are available at <https://www.hrsa.gov/opa/program-requirements/index.html>.
- (e) **Sub-Recipient** shall provide basic medical services for the diagnosis and treatment of infertility.
- (f) **Sub-Recipient** shall provide medical and contraceptive services for adolescents, including abstinence and LARCs.
- (g) **Sub-Recipient** shall provide sterilization in compliance with 42 C.F.R. Part 50, Subpart B (Sterilization of Persons in Federally Assisted Family Planning Programs) and D.H.H.S. Regulations.

- (h) **Sub-Recipient** shall provide services strictly on a voluntary basis, without coercion. Services shall not be denied on the basis of refusal to accept additional services or participate in research or other activities.
- (i) **Sub-Recipient** shall provide all services in a manner which provides respect for the individual's privacy and dignity.
- (j) **Sub-Recipient** shall provide services without regard to religion, race, color, national origin, handicapping condition, age, sex, sexual orientation, number of pregnancies, ability to pay or marital status, and without the imposition of durational residence or referral requirements.
- (k) **Sub-Recipient** shall ensure all persons' freedom of choice of contraceptive methods as long as there are no medical contraindications to the method selected, and take all steps necessary to secure sufficient informed consent from all patients.
- (l) **Sub-Recipient** shall ensure that priority in the provision of services will be given to persons from low-income families and that no charge will be made for services provided to any person from a low-income family, except to the extent that payment is made by a third-party which is authorized to or is under a legal obligation to pay such charge. For purposes of this Agreement, "low-income family" is defined as a social unit comprised of one or more individuals living together as a household whose total annual income does not exceed one hundred percent (100%) of the current Income Poverty Guidelines, issued pursuant to 42 U.S.C. §9902(2), unless otherwise defined by applicable D.H.H.S. Regulations. Any charge made for services hereunder shall be made in compliance with D.H.H.S. Regulations and the **I.F.H.C.** Policy on Patient Fee Charges, as submitted by **I.F.H.C.**, and approved by D.H.H.S., in connection with the D.H.H.S. Grant.
- (m) **Sub-Recipient** shall submit medical claims for, without jeopardizing confidentiality, and diligently pursue payment, without application of any discounts, from all third-party payers which are authorized or under a legal obligation to reimburse **Sub-Recipient** for services rendered.

- (n) **Sub-Recipient** shall conduct the Project and provide medical services related to family planning in compliance with Applicable Law, including without limitation the Act and all D.H.H.S. Regulations, applicable D.H.H.S. policies, procedures, conditions, and standards, as amended from time to time; and all **I.F.H.C.** policies, standards and guidelines, including, but not limited to the following: Program Guidelines as set out in the Title X statute and implementing regulations (42 CFR part 59, subpart A), and in other applicable Federal statutes, regulations, and policies; 2 CFR 200 and 45 CFR Part 75, as applicable; and “I.F.H.C. Administrative Manual - Policies and Procedures for Sub-Recipient Agencies”, all as amended from time to time. In addition, **Sub-Recipient**’s Project shall conform to **I.F.H.C.**’s Medical Standards (hereinafter the “Medical Standards”) and the provision of services as outlined in **Sub-Recipient**’s funding application and budget approved by **I.F.H.C.**
- (o) **Sub-Recipient** shall provide family planning medical services:
- (i) Under the direction of a physician with special training or experience in family planning, and,
 - (ii) In compliance with all state practice standards and/or standards of care.
- (p) **Sub-Recipient** shall provide services to all patients as outlined below and detailed in the Title X program, as set out in the Title X statute and implementing regulations (42 CFR part 59, subpart A), and in other applicable Federal statutes, regulations, and policies. , as amended from time to time:
- (i) Provide and make available written protocols, as approved by **Sub-Recipient**’s Medical Director and **I.F.H.C.** at each service site, or when requested;
 - (ii) Provide written plans and procedures for medical and non-medical emergencies;
 - (iii) Provide referrals under a written referral policy;

- (iv) Provide appropriate education and counseling; and maintain informed consent procedures, in conformity with Applicable Law;
- (v) Obtain a comprehensive patient history on all clients including, without limitation, information concerning: allergies; immunizations; use of prescription and other drugs, use of tobacco, recreational drugs, and alcohol; significant hospitalizations; surgery and illness; family history; reproductive history; and sexual history;
- (vi) Perform a general physical examination after age 21 for female clients, as deemed appropriate by their clinician with shared decision making with the client;
- (vii) Offer male clients who are requesting temporary contraception preventative services, including, but not limited to: height, weight, blood pressure, and genital exam, if indicated;
- (viii) Perform lab tests as required by the Medical Standards including: hemoglobin, pap smear, Gonorrhea and Chlamydia test, syphilis test, urine dipstick, HIV test, pregnancy test, and wet mount;
- (ix) Establish procedures for client notification;
- (x) Provide Fertility Awareness-Based Methods as an option of contraception;
- (xi) Make available a broad range of contraceptive methods;
- (xii) Provide at least Level I infertility services directly, and Levels II and III infertility services by referral;
- (xiii) Provide pregnancy diagnosis and may provide non-directive counseling which shall be provided by an advance practice provider (MD, NP, PA) and provide referrals for prenatal care to **all** pregnant patients;
- (xiv) Provide adolescent services and counseling, including encouraging family participation in the decision of seeking family planning services, and counseling on how to resist attempts to coerce minors into engaging in sexual activities; and,

- (xv) Comply with state and local reporting requirements for sexually transmitted diseases, child abuse, child molestation, sexual abuse, rape or incest, and/or human trafficking.
- (q) **Sub-Recipient** shall provide social services related to family planning, including counseling and referral to other social and medical service agencies, and any ancillary services which may be necessary to facilitate clinic attendance. **Sub-Recipient** shall address the health care needs of clients through formal (MOU/LOA) and robust linkages, and/or be integrated with comprehensive primary care providers.
- (r) **Sub-Recipient** shall provide informational and educational programs designed to achieve community understanding of the objectives of the Project, to inform the community of the availability of services and to promote continuing participation in the Project by persons to whom family planning services may be beneficial. All informational or educational material developed by **Sub-Recipient** for use in connection with the Project shall be reviewed and approved by an Information and Education Committee established by **Sub-Recipient** in accordance with D.H.H.S. Regulations.
- (s) **Sub-Recipient** shall provide suitable and customary orientation and in-service training for all Project personnel.
- (t) **Sub-Recipient** shall maintain a quality assurance system which allows for program development and evaluation and includes required participation in **I.F.H.C.**'s quality assurance program. **Sub-Recipient** must provide a high standard of care that conforms with standards of practice as established by D.H.H.S. and **I.F.H.C.**, through the employment of qualified personnel, the provision of safe, effective services which meet the needs of the community, and on-going monitoring and evaluation of services.
- (u) **Sub-Recipient** shall provide, to the maximum extent feasible, an opportunity for participation in the development, implementation and evaluation of the Project by persons broadly representative of all

significant elements of the population to be served, and by others in the community knowledgeable about such needs.

- (v) **Sub-Recipient** shall maintain confidentiality and security of patient records at all times in compliance with the Health Information Portability and Accountability Act of 1996 and its implementing regulations (45 CFR Parts 160-164) as amended from time to time, (hereinafter collectively “HIPAA”); and per the annual HIPAA Addendum. All information obtained by **Sub-Recipient** or its personnel about individuals receiving services shall be held confidential and shall not be disclosed without consent of such individual, except that such information may be disclosed in summary, statistical or other form which fully complies with HIPAA and does not identify particular individuals. **Sub-Recipient** specifically affirms and agrees that persons from low-income families will not be charged any fee for retrieval and copies of their respective medical records, and that medical records will be released to patients promptly upon presentation of a written authorization as provided by Indiana law. **Sub-Recipient** acknowledges that the provisions of this paragraph (v) survive the termination of the Agreement.
- (w) **Sub-Recipient** shall assure activities promote positive family relationships for the purpose of increasing family participation in family planning and healthy decision making, education and other related health services, contextualizing Title X services within a model that promotes optimal health outcomes for the client.
- (x) **Sub-Recipient** shall provide and document counseling and education on healthy relationships, safe, stable, and healthy marriages, and the benefits of avoiding sexual risk but not only when communicating with adolescents.
- (y) **Sub-Recipient** shall assure counseling and education for adolescents does not normalize sexual risk behaviors and clearly communicates the benefits of delaying sex.

(z) **Sub-Recipient** shall incorporate substance abuse disorder screening into family planning services.

2.4 **Sub-Recipient** shall not provide abortion as a method of family planning; promote or encourage abortion as a method of birth control, either through consultations, printed materials, speakers or educators, or lobbying for the passage of legislation to increase in any way the availability of abortion as a method of family planning; active involvement by staff in the provision or advocacy of abortion; counseling which directs a client to reach a decision to terminate her pregnancy; making appointments, obtaining the signed consent form, providing transportation, or assisting clients in obtaining an abortion; or providing referrals for abortion, in accordance with 42 CFR 59.13, *et seq.*

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

2.6 In accordance with 42 CFR 59.15, **Sub-Recipient** Title X project shall be recognized so it is physically and financially separate from activities which are prohibited under Section 1008 of the act and 42 CFR 59.13, 59.14, and 59.16. **Sub-Recipient** shall maintain physical and financial separation related to abortion and lobbying activities. Physical Separation must be achieved by March 4, 2020. Title X services cannot be co-located in the same physical space or building where abortion services are provided. Prohibited abortion services is defined here as the provision of elective abortion procedures. Hospitals, hospital-affiliated sites, and other similar health centers that provide medically-necessary abortion services will be compliant as long as they do not provide abortions as a method of family planning. Financial separation is required to ensure Title X funds are not used for non-Title X services including referrals to other programs for non-directive counseling. Mere bookkeeping separation of Title X funds from other monies is not sufficient. Evidence of financial separation includes, but is not limited to:

- (a) Utilization of accounting system that includes a separate cost center and budget for the Title X project that allows for the tracking and validation of costs charged to the Title X grant;
- (b) Preparation of monthly financial statements by cost center;

- (c) Detailed transaction reporting in the General Ledger for direct expenses related to service delivery including, but not limited to items such as travel, purchased labs, contraceptives, etc.; and,
- (d) Existence of separate encounters for services that are outside the scope of Title X with clear allocations to separate cost centers. **I.F.H.C.** requires reasonable allocation methods in **Sub-Recipient's** financial accounting policies and those policies must be reviewed on a routine basis for accuracy and consistency.

2.7 To ensure affordability of services rendered, Sub-Recipient Title X project shall have a process to determine the reasonable cost of providing services in order to establish service charges to recover the reasonable cost of providing Title X services. In accordance with 45 CFR § 75.404, Sub-Recipient Title X project shall consider the following when establishing service charges:

- (a) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the non-Federal entity or the proper and efficient performance of the Federal award.
- (b) The restraints or requirements imposed by such factors as: Sound business practices; arm's-length bargaining; Federal, state, local, tribal, and other laws and regulations; and terms and conditions of the Federal award.
- (c) Market prices for comparable goods or services for the geographic area.
- (d) Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the non-Federal entity, its employees, where applicable its students or membership, the public at large, and the Federal Government.
- (e) Whether the non-Federal entity significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the Federal award's cost.

III.

Description and Scope of Services

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

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

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

3.3 Based on information obtained as a result of **I.F.H.C.** program staff contact with **Sub-Recipient**, including site visits, chart audits, and review of cost and patient data, **I.F.H.C.** may recommend appropriate technical assistance and/or training. If requested, **I.F.H.C.** shall recommend and/or provide appropriate technical assistance and/or training.

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

IV.

Financial

4.1 The total amount of Title XX (Federal CFDA Number 93.667) and/or TANF (Federal CFDA Number 93.558) funds paid to **Sub-Recipient** by **I.F.H.C.** under this Agreement shall not exceed **Eighty-Two Thousand and Seventy-Seven Dollars (\$ 82,077)**. This amount may be reduced by **I.F.H.C.**, in its sole discretion, if **I.F.H.C.** determines that **Sub-Recipient** will not utilize the full amount of funding allocated for any site during the Term of this Agreement. **Sub-Recipient** shall provide **I.F.H.C.** an itemized budget for each of the approved service sites in the following counties within forty-five (45) days of receipt of contracts: Monroe County:

| Contract Period : 10/01/2020 – 09/30/2021 | |
|---|------------------------------|
| Title XX | Total Contract Amount |
| Amount of Allocation for This Grant Period | \$ 0 |
| TANF | Total Contract Amount |
| Amount of Allocation for This Grant Period | \$ 82,077 |
| Combined Totals of Title XX/TANF | \$ 82,077 |

4.2 **Sub-Recipient** shall expend the funds provided by **I.F.H.C.** under this Partnership in accordance with, and only for the purposes and uses permitted by Applicable Law, including, without limitation and in accordance with all **I.F.H.C.** policies and procedures, documents required to be filed with **I.F.H.C.**, and its approved budget. **Sub-Recipient's** actual expenditures for any category of its approved budget may deviate up to ten percent (10%) from the amount specified for such line item category (unless such deviation is otherwise prohibited by the terms and conditions of the I.S.D.H. Grant) during the Term of this Agreement. No greater deviation shall be permitted unless agreed to in writing by **I.F.H.C.** **Sub-Recipient's** total expenditures for all categories of its budget shall not exceed the total amount of the approved contract.

4.3 **Sub-Recipient** shall submit monthly claims for reimbursement to **I.F.H.C.**, in a format prescribed by **I.F.H.C.** For all months during the Term of this Agreement, except the final month of this Agreement, such claims for reimbursement shall be submitted by **Sub-Recipient** within thirty (30) days after the end of each month for incurred allowable expenditures made by the **Sub-Recipient** in the performance of the duties under this Agreement. **Sub-Recipient's** claim for reimbursement for the final month of this Agreement shall be submitted within thirty (30) days after the expiration of the Term of this Agreement and shall cover all incurred allowable expenditures made by **Sub-Recipient** during such final month in the performance of its duties under this Agreement, and all allowable amounts incurred by **Sub-Recipient** for obligations arising within the Term of this Agreement and in the performance of its duties under this Agreement, but not yet reimbursed. Failure to submit claims for reimbursement within the prescribed period may result in nonpayment of such claims.

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

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. **Sub-Recipient** shall comply with applicable program requirements (e.g., 45 CFR § 75.307(e)) to collect and use program income as well as other operational funding. To meet the requirement of payer of last resort, **Sub-Recipient** must disburse program income, rebates, refunds, and interest earned on such funds to cover program costs before requesting additional cash payments from **I.F.H.C.** **Sub-Recipient** shall report program income to **I.F.H.C.** as part of the monthly claim summary and the Family Planning Annual Report ("FPAR").

4.6 **Sub-Recipient** shall establish and implement travel reimbursement policies and procedures for allowable travel expenses incurred by its Project staff during the period of performance in compliance with the program requirements and rules. The reimbursement policy shall not exceed the rate published by the State of Indiana Travel Policy. (Refer to Section 4.8(r) for additional guidance.)

4.7 **Sub-Recipient** shall comply with salary limitation defined by D.H.H.S. to charge salary of Project staff to the award. Each year's appropriations act limits the salary amount that **Sub-Recipient** may be awarded and charged to D.H.H.S./OASH grants and cooperative agreements. Award funds should not be budgeted to pay the salary of an individual at a rate in excess of Executive Level II. The 2020 Executive Level II salary of the Federal Executive Pay Scale is \$197,300. This amount is updated on the calendar year and reflects an individual's base salary, exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to the applicant organization.

4.8 Grant funds and program income shall not be expended for:

- (a) Construction of buildings, building renovations;
- (b) Depreciation of existing buildings or equipment;
- (c) Contributions, gifts, donations;
- (d) Entertainment or food;
- (e) Automobile purchase;
- (f) Interest and other financial costs;
- (g) Costs for in-hospital patient care;
- (h) Fines and penalties;
- (i) Fees for health services;
- (j) Bad debts;
- (k) Contingency funds;
- (l) Executive expenses (e.g., car rental, car phone, entertainment);
- (m) Accounting expenses for government agencies;
- (n) Fund raising expenses;
- (o) Legal fees;
- (p) Legislative lobbying;
- (q) Equipment;
- (r) Out-of-state travel;
- (s) Dues to societies, organizations, or federations; or
- (t) Incentives.

4.9 **Sub-Recipient** shall report to **I.F.H.C.** total compensation for each of your five most highly-compensated executives for the preceding completed fiscal year if:

- (a) 80% or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act as defined at 2 CFR 1770.320 (and subawards); and,
- (b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards).

V.

Records and Reports

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

5.2 **Sub-Recipient** shall prepare and submit a quarterly program report, which shall be in a format prescribed by **I.F.H.C.** Such report shall include a description of Project activities, progress in accomplishing goals of the Project, personnel changes, quarterly statistical reports, and such other information as **I.F.H.C.** may reasonably require. Failure to submit such reports by the thirtieth (30th) day of the month following the close of the quarter will result in non-payment of all reimbursement claims until such reports are reviewed.

5.3 **Sub-Recipient** shall provide **I.F.H.C.** with a copy of its certified audit report for the fiscal years preceding and under the Term of this Agreement.

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

5.5 **Sub-Recipient** shall comply with the statistical and financial requirements of the FPAR.

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

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

5.8 **Sub-Recipient** shall have its financial records audited annually by an independent certified public accountant to assure proper accounting for Project funds. Such audit shall be conducted in such a manner so as to establish that Project funds have been expended in accordance with this Agreement, **Sub-Recipient's** funding application, and approved budget. Such audit shall be conducted in accordance with the provisions of

2 CFR Part 200 and 45 CFR Part 75, and the completed audit report shall be in a form acceptable to **I.F.H.C.** and in conformance with D.H.H.S. Regulations. A copy of the completed audit report shall be forwarded to **I.F.H.C.** within thirty (30) days of receipt from the auditor or within nine (9) months of the end of the **Sub-Recipient's** fiscal year.

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

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

- (a) If any audits, litigation, negotiation, claims, or other action involving the records have been commenced before the expiration of such period and have not been resolved, the records shall be retained until resolution of such actions and all issues related thereto, or until the expiration of such period, whichever is later.
- (b) Personnel and payroll records must be maintained for a minimum of seven (7) years after issuance of the applicable W-2s.
- (c) Records pertaining to the purchase of capital equipment must be maintained for a minimum of three (3) years after disposition of the equipment.

VI.

General Terms and Conditions

6.1 **Sub-Recipient** shall make no changes in the scope, direction, or type of service delivery of the Project, as described in this Agreement, or its approved budget, without the prior written approval of **I.F.H.C.** and/or the Office of Population Affairs.

6.2 In performing its duties under this Agreement, **Sub-Recipient** is acting as an independent contractor, not as an agent of **I.F.H.C.**, and shall perform services in

accordance with currently approved methods and practices and accepted professional standards. No other relationship is intended to be created among the parties hereto and nothing in this Agreement shall be construed so as to make any party hereto the employer, employee, partner, or agent of the other.

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

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

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

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

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

6.8 **Sub-Recipient** shall comply with the provisions of the Indiana Workmen's Compensation Act and shall maintain worker's compensation and employer's liability insurance meeting all coverage requirements specified by Applicable Law and a limit of liability for employer's liability of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per accident.

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

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

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

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

6.13 **Sub-Recipient** shall not pay any finder's fees or commissions to anyone with respect to this Agreement, or the Project, or the actions and transactions contemplated in this Agreement.

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

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

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

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

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

6.19 This Agreement, as well as **Sub-Recipient** documents required to be filed with **I.F.H.C.**, and its approved budget, shall be deemed to be amended to conform to all Applicable Law and the terms and conditions of the I.S.D.H. Grant. However, no such amendment shall create any additional liability between **I.F.H.C.** and **Sub-Recipient**, not specified or contemplated in this Agreement.

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

6.21 The **Sub-Recipient** certifies by signing this Agreement that **Sub-Recipient** will comply with the provisions of D.H.H.S.' "Certification Regarding Lobbying", which provides that no federal appropriated funds will be paid by or on behalf of the **Sub-Recipient**, to any person for influencing or attempting to influence an officer or employee, any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any to the aforementioned persons, the **Sub-Recipient** shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

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

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

- (i) Is determined to have violated an applicable prohibition of this Agreement, or;
- (ii) Has an employee who is determined by **I.F.H.C.** to have violated an applicable prohibition of this Agreement through conduct that is either:
 - (a) Associated with performance under this Agreement, or;
 - (b) Imputed to the Sub-Recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)”, as implemented by D.H.H.S. at 2 CFR Part 376.

VII.

Termination of Agreement or Snsension of Payments

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

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

7.3 In lieu of termination under the foregoing paragraph 7.2, **I.F.H.C.** may, in its sole discretion, issue a warning letter stating that **Sub-Recipient** has thirty (30) days to cure its noncompliance to the satisfaction of **I.F.H.C.** If **Sub-Recipient's** noncompliance is not cured to **I.F.H.C.**'s satisfaction at the end of the thirty day period, **I.F.H.C.** may suspend payments to **Sub-Recipient** under this Agreement. **I.F.H.C.** may also immediately suspend payments as a result of **Sub-Recipient's** noncompliance at **I.F.H.C.**'s sole discretion. If this Agreement is not already terminated, and if **I.F.H.C.** granted **Sub-Recipient** the opportunity to cure noncompliance pursuant to the foregoing, when **Sub-Recipient's** noncompliance has been corrected to the satisfaction of **I.F.H.C.**, payments to **Sub-Recipient** by **I.F.H.C.** under this Agreement shall be reinstated, subject

to adjustment for unauthorized obligations incurred by **Sub-Recipient** before or during the suspension period. The terms of Paragraph 7.3 are permissive to **I.F.H.C.** Nothing in this Paragraph 7.3 shall be deemed to limit or modify **I.F.H.C.**'s right to terminate this Agreement pursuant to Paragraph 7.2.

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

- (a) **I.F.H.C.** fails to fulfill its obligations under this Agreement; or
- (b) Additional requirements or conditions imposed on this Agreement by the Act and D.H.H.S. Regulations, or the terms and conditions of the I.S.D.H. Grant would materially increase the costs or other burdens of **Sub-Recipient** in fulfilling its duties under this Agreement.

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

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

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

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

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

VIII.

Procedure for Appeal and/or Arbitration

8.1 **Sub-Recipient** may appeal to the Board of Directors of **I.F.H.C.** in the event **I.F.H.C.** terminates this Agreement pursuant to Paragraph 7.2. **Sub-Recipient** shall not be entitled to submit any dispute regarding termination of this Agreement pursuant to Paragraph 7.2 to arbitration as provided in Paragraph 8.2 unless **Sub-Recipient** first appeals to the Board of Directors of **I.F.H.C.** and complies fully with the procedure therefore as described below.

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

- (a) Written notice of **Sub-Recipient's** intent to appeal shall be delivered to the President of **I.F.H.C.** within fifteen (15) days after the date **Sub-Recipient** received notice of **I.F.H.C.'s** termination under Paragraph 7.2.
- (b) The notice of appeal shall set forth the reasons for the appeal and shall be accompanied by all substantiating data.
- (c) The President of **I.F.H.C.**, or a designated representative, shall notify the Chair of the Board of Directors of **I.F.H.C.** within ten (10) days of receipt of the notice of appeal. The Chair of the Board shall, in turn, notify the Executive Committee which shall decide whether to allow or disallow such appeal.
- (d) In the event the Executive Committee disallows such appeal, **Sub-Recipient** shall be notified promptly of such decision.
- (e) In the event the Executive Committee allows such appeal, **Sub-Recipient** shall be promptly notified and shall be permitted to make a presentation to the Board of Directors of **I.F.H.C.** at a time mutually convenient to both parties, but not more than thirty (30) days after receipt of the notice of appeal.
- (f) The Board of Directors will consider the evidence presented by **Sub-Recipient** and will advise **Sub-Recipient** of its decision within fifteen (15) days after such presentation.

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

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

The parties agree that binding arbitration will be conducted pursuant to the procedures outlined in Indiana's Arbitration Act, I.C. 34-57-2 *et seq.*, as amended, and that each party shall bear its own costs arising from the arbitration proceedings; *except*, that if the parties cannot agree on the appointment of the arbitrator(s) within ten (10) days following reference of any dispute to arbitration, the appointment of the arbitrator(s) shall be made by the American Arbitration Association.

IX.

Notice

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

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

**Indiana Family Health Council, Inc.
151 N. Delaware Street, Suite 520
Indianapolis, IN 46204**

If to **Sub-Recipient**:

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

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

9.2 This Agreement shall be governed, interpreted, construed, and enforced in accordance with the substantive laws of the State of Indiana, without regard to conflict of law principles. Subject only to Paragraph 8.3, the parties hereto irrevocably consent to and waive any objection to the jurisdiction and venue of courts of the State of Indiana, Marion County, with respect to any and all actions related to this Agreement, the interpretation of this Agreement, or the enforcement thereof. Each party agrees not to bring a claim or suit in any other venue. Furthermore, each party hereby expressly agrees and acknowledges that this provision is reasonable and that it has:

- (a) Read this provision,
- (b) Been provided the opportunity to consult with counsel concerning the meaning and effect of this provision, and,
- (c) In no way been coerced or forced to agree to this provision.

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

X.

Designated Officials

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

10.2 **I.F.H.C.** appoints **Kristin A. Adams, Ph.D., CHES** as its designated agent for administering **I.F.H.C.'s** obligations under this Agreement.

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

10.4 Either party may change its designated contact for administering this Agreement by providing written notice to the other party of such change as provided in Paragraph 9.1.

***INDIANA FAMILY HEALTH
COUNCIL, INC.***

By: _____
President & CEO

Date: _____

***MONROE COUNTY
HEALTH DEPARTMENT***

By: _____
Commissioner of Health

Date: _____

By: _____
President, Monroe County
Commissioners

Date: _____

By: _____
Chair, Monroe County
Health Board

Date: _____

By: _____
Monroe County Auditor

Date: _____



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 05/05/21

Formal ☒

Work session ☐

Department Planning

Title to appear on Agenda: Resolution 2021-19
Stipp-Bender Farm National Register of
Historic Places Nomination

Vendor # n/a

Executive Summary:

Monroe County Historic Preservation Board is a Certified Local Government entity and as such participates in the nomination of properties to the National Register. On April 19, 2021, the Board of Review considered petition #HPNR-21-1, the nomination to the National Register of Historic Places for the Stipp-Bender Farm, located at 5075 W Victor Pike, and made a positive recommendation, based on the findings, with a vote of 5-0.

Fund Name(s):

n/a

Fund Number(s):

n/a

Amount(s)

n/a

Presenter: Tammy Behrman

Speaker(s) for Zoom purposes:

Name(s)

Tammy Behrman

Danielle Bachant-Bell

Phone Number(s)

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

Attorney who reviewed: Schilling, David

RESOLUTION NO. 2021-19

A resolution supporting the nomination to the National Register of Historic Places of the Stipp-Bender Farm at 5075 W Victor Pike, Bloomington, IN 47403.

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

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

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

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

WHEREAS, The Monroe County Historic Preservation Board of Review conducted an advertised public hearing on the nomination to the National Register of Historic Places for the Stipp-Bender Farm (Case # HPNR-21-1), on the following date, and heard and accepted all public comments and objections during the hearing: April 19, 2021;

WHEREAS, the Monroe County Historic Preservation Board of Review approved the nomination of the Stipp-Bender Farm to the National Register on April 19, 2021, and certified the nomination to the Board of Commissioners of the County of Monroe, Indiana ("Board of Commissioners");

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

WHEREAS, the Board of Commissioners has received and reviewed the nomination to the National Register of Historic Places of the Stipp-Bender Farm;

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

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

1. The nomination described above is hereby accepted and approved.
2. The Monroe County Historic Preservation Board of Review shall be, and hereby is, directed to transmit to the Division of Historic Preservation and Archaeology the completed National Register Application, the Historic Preservation Board of Review's report, at this Resolution 2021-19 of the Board of Commissioners.

Adopted this 5th day of May, 2021.

BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA

"Yes" Votes

"No" Votes

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens, Commissioner

Penny Githens, Commissioner

Attest:
Catherine Smith, Monroe County Auditor

**OFFICE OF
MONROE COUNTY PLAN COMMISSION
501 N Morton Street, Suite 224
BLOOMINGTON, IN 47404**

TO: THE COMMISSIONERS OF MONROE COUNTY, INDIANA

C E R T I F I C A T I O N

I, Larry Wilson, hereby certify that during its meeting on April 19, 2021 the Monroe County Historic Preservation Board of Review considered Petition No. HPNR-21-1, the nomination to the National Register of Historic Places of the Stipp-Bender Farm Historic District (Resolution 2021-19) and made a recommendation to approve thereon, based on the findings, with a vote of 5-0.

This nomination to the National Register of Historic Places of the Stipp-Bender Farm Historic District is being forwarded for your consideration pursuant to Certified Local Government regulations.



Larry Wilson
Planning Director

4-22-2021

Date

MONROE COUNTY HISTORIC PRESERVATION BOARD OF REVIEW**April 19, 2019**

PLANNER Tammy Behrman, AICP
CASE NUMBER HPNR-21-1 Stipp-Bender Farm
National Register of Historic Places Nomination
PETITIONER Geoffrey W & Erika M Morris, c/o Danielle Bachant-Bell, Lord and Bach Heritage
Preservation Consulting
ADDRESS 5075 W Victor PIKE, Bloomington, IN 47403
REQUEST Nomination to the National Register of Historic Places for the Stipp-Bender Farm
ZONE Pre-existing Business; Historic Preservation Overlay
ACRES 5.47 acres +/-
TOWNSHIP Perry
SECTION 29
COMP. PLAN Employment (Monroe County Urbanizing Area Plan)

EXHIBITS

1. Stipp-Bender Farm House
2. Stipp-Bender Farm Location Map.
3. Stipp-Bender Farm Site Conditions Map (2016).
4. Photo documentation and photo log of External and Internal view of the Stipp-Bender House, barn and other contributing structures (25 photographs and photo documentation)
5. Aerial View of the Stipp-Bender Farm property (2020)
6. Additional photo documentation (5 photographs)
7. Township maps (4)
8. USGS map
9. Historic Aerial Photos
10. Sketch map
11. House floor plan
12. IHSSI County Survey of Stipp-Bender House from SHAARD
13. DNR/DHPA Checklist & Guidelines for National Register Applications
14. National Register of Historic Places Registration Form (44 pages)

RECOMMENDATION

Approve the Stipp-Bender Farm National Register Nomination to the Monroe County Commissioners and the Indiana State Historic Preservation Officer (SHPO) based on the accepted responses to the National Register criteria.

AUTHORITY FOR REVIEW

The Monroe County Historic Preservation Board is a Certified Local Government (CLG) entity approved by the Indiana State Historic Preservation Officer and the Secretary of the Interior. According to the Indiana Certified Local Government Regulations, CLG's shall participate in the nomination of properties to the National Register. Applications for properties located entirely within the jurisdiction of a CLG will be directed to and processed by that CLG.

Completed National Register Applications are to be scheduled for public comment and review by the Commission at its next meeting, which must be within fifty (50) days of receipt of the completed application. The Commission, after reasonable opportunity for public comment, shall prepare a report as to whether or not such property, in its opinion, meets the criteria of the National Register. The chief elected local official, in this case the Monroe County Commissioners, shall transmit the report of the Commission and their recommendation to the State Historic Preservation Officer.

LOCATION MAP & AERIAL PHOTO

The Stipp-Bender Farm is located in Perry Township at 5075 W Victor PIKE.



EXHIBIT 1: The Stipp-Bender Farm House in Perry Township, Monroe County, Indiana, is a two-story 1876 five-bay Greek Revival and Italianate style I-house (Photo #1: Danielle Bachant-Bell, June 19, 2020).

Location Map

- Petitioner
- Roads
- Civil (Political) Townships
- Parcels

0 0.05 0.1 0.2 Miles

Monroe County
Planning Department
Source: Monroe County GIS
Date: 3/28/2021

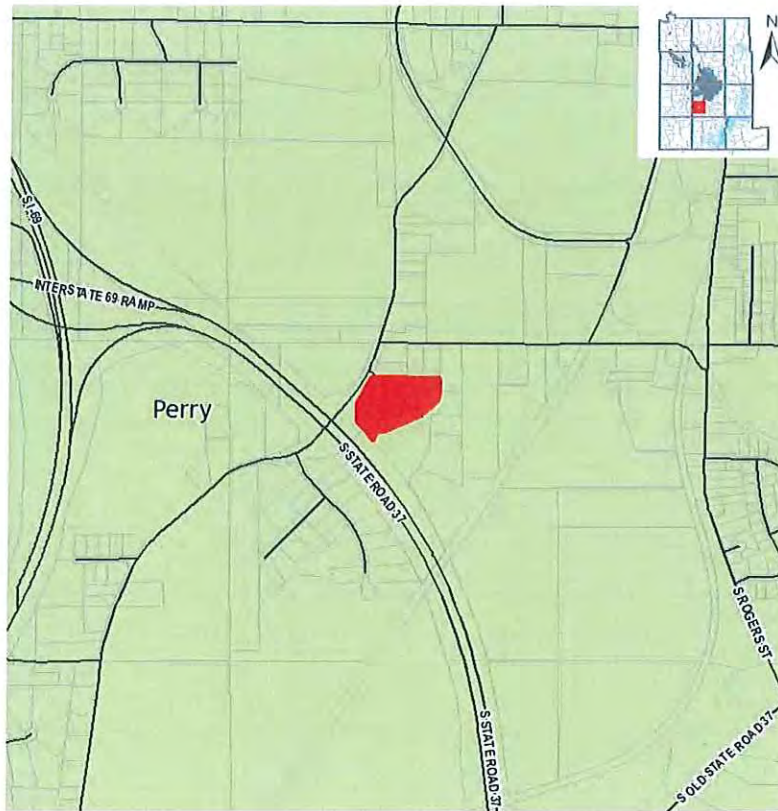


EXHIBIT 2: Location Map.

Site Conditions Map

- Freeway
- Petitioner
- Storm Water
- Local Roads [50']
- Hydrologic Features
- Parcels

0 0.0075 0.015 0.03 Miles

Monroe County
Planning Department
Source: Monroe County GIS
Date: 3/28/2021



EXHIBIT 3: Site Conditions Map (2016).

LOCAL HISTORIC SIGNIFICANCE

The 1989 Interim Report lists the Stipp-Bender House as *Outstanding* and the 2015 survey from SHAARD lists the property as *Notable* (Exhibit 12). The eligibility of the home for the National Register is that it meets two of the four criteria:

- A. *Property is associated with events that have made a significant contribution to the broad patterns of our history.*
- B. *Property is associated with the lives of persons significant in our past.*
- C. *Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.*
- D. *Property has yielded, or is likely to yield, information important in prehistory or history.*



Stipp-Bender House (35055) This frame I-house was built by George Stipp in 1878 for a cost of \$2000. Originally the entire quarter-section of property was surrounded by stone walls.

055 O Stipp-Bender House, 5360 South Victor Pike, I-house/Greek Revival, 1878; Vernacular/Construction, Architecture (115)

According to the nomination form, the Stipp-Bender Farm is located 0.44 miles due west of the community of Clear Creek in Perry Township of Monroe County, Indiana. It is 4.8 miles nearly due south of the Monroe County Courthouse in Bloomington. The original 300-acre farm was expanded and then reduced over time and now consists of approximately 5.47 acres.^[1] The farm includes seven contributing buildings, six contributing structures, and one contributing site. The farm includes three non-contributing structures. The contributing buildings

include the 1876 five-bay Greek Revival and Italianate style I-house, c.1875 carriage house/single bay garage, c.1895 drive-thru grain crib, c.1875 grain crib, c.1910 gambrel roof dairy barn, c.1910 blacksmith shed, and c.1910 hog rendering building. Contributing structures include the 1876 basement cistern and water pump base counted as a collective unit, three c.1882 limestone fence posts counted as a collective unit, the c.1882 drystone limestone wall, a c.1882 well with stone cover, two pairs of c.1910 wood gate posts counted as a collective unit, and the c.1920 concrete waste tank. The contributing site consists of the remaining 5.49 acres with its rolling grassy areas, drystone wall, and remnant of the historic road lined on either side with mature maple trees. East of the historic road the property is enclosed with fences of various types and eras including the drystone wall, a section of c.1910 square wire fencing along the northeast property line that includes one of the contributing pair of wood gate posts, horizontal wood horse pasture fencing north and east of the dairy barn, chain link fencing along the east and south property boundaries, and a new iron security fence across the primary driveway entrance. The non-contributing structures are the c.2005 decorative stone wall and arch along the south entry walkway to the house, the c.2005 canning shed, and the 2018 swimming pool. The contributing and non-contributing resources extend in a line west to east along what is now the north and east property boundaries with open, sloping grassy land to the south and southwest. Subdivision of the Stipp farm first happened in the early 1900s when a railroad line was constructed from northeast to southwest across the property and then again when heirs divided the land. The 4-lane expansion of State Road 37 in 1976 created further division when it bisected the southwest corner of the original farmland. Further subdivisions of the property throughout the 1900s created house and business parcels which now surround the property on nearly all sides. The farm was listed as *Outstanding* in the 1989 *Indiana Historic Sites and Structures: Monroe County Interim Report* but was listed as *Notable* when re-surveyed in 2015.

1. ^[1] Note: The Monroe County GIS property listing records the acreage at 5.49, however, the most recent survey completed in 1997 found slight discrepancies and shows the property at 5.47 acres. For the purposes of this nomination the survey document has been used.



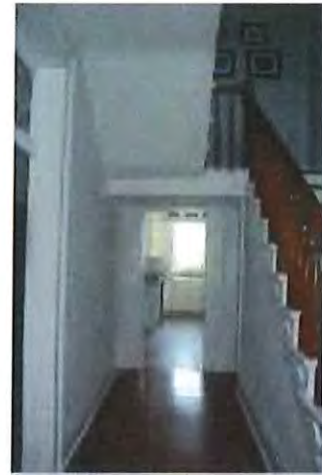
IN_MonroeCounty_StippBenderFarm_0001_Thu_Mar_4_2021_22-16-10 (2).tiff



IN_MonroeCounty_StippBenderFarm_0002_Thu_Mar_4_2021_22-16-39.tiff



IN_MonroeCounty_StippBenderFarm_0003_Thu_Mar_4_2021_22-16-59.tiff



IN_MonroeCounty_StippBenderFarm_0004_Thu_Mar_4_2021_22-21-06.tiff

EXHIBIT 4: Photos of Stipp-Bender Farm house (interior/exterior), outbuildings and contributing structures.



IN_MonroeCounty_StippBenderFarm_0005_Thu_ Mar_4_2021_22-21-23.tiff



IN_MonroeCounty_StippBenderFarm_0006_Thu_ Mar_4_2021_22-22-07.tiff



IN_MonroeCounty_StippBenderFarm_0007_Thu_ Mar_4_2021_22-22-27.tiff



IN_MonroeCounty_StippBenderFarm_0008_Thu_ Mar_4_2021_22-22-49.tiff



IN_MonroeCounty_StippBenderFarm_0009_Thu_ Mar_4_2021_22-23-08.tiff



IN_MonroeCounty_StippBenderFarm_0010_Thu_ Mar_4_2021_22-23-26.tiff



IN_MonroeCounty_StippBenderFarm_0011_Thu_ Mar_4_2021_22-23-48.tiff



IN_MonroeCounty_StippBenderFarm_0012_Thu_ Mar_4_2021_22-24-27.tiff

EXHIBIT 4: Photos of Stipp-Bender Farm house (interior/exterior), outbuildings and contributing structures.



IN_MonroeCounty_StippBenderFarm_0013_Thu_ Mar_4_2021_22-25-16.tiff



IN_MonroeCounty_StippBenderFarm_0014_Thu_ Mar_4_2021_22-25-41.tiff



IN_MonroeCounty_StippBenderFarm_0015_Thu_ Mar_4_2021_22-26-15.tiff



IN_MonroeCounty_StippBenderFarm_0016_Thu_ Mar_4_2021_22-26-36.tiff



IN_MonroeCounty_StippBenderFarm_0017_Thu_ Mar_4_2021_22-27-27.tiff



IN_MonroeCounty_StippBenderFarm_0018_Thu_ Mar_4_2021_22-27-44.tiff



IN_MonroeCounty_StippBenderFarm_0019_Thu_ Mar_4_2021_22-28-06.tiff



IN_MonroeCounty_StippBenderFarm_0020_Thu_ Mar_4_2021_22-28-23.tiff

EXHIBIT 4: Photos of Stipp-Bender Farm house (interior/exterior), outbuildings and contributing structures.



IN_MonroeCounty_StippBenderFarm_0021_Thu_
Mar_4_2021_22-28-41.tiff



IN_MonroeCounty_StippBenderFarm_0022_Thu_
Mar_4_2021_22-28-58.tiff



IN_MonroeCounty_StippBenderFarm_0023_Thu_
Mar_4_2021_22-29-16.tiff



IN_MonroeCounty_StippBenderFarm_0024_Thu_
Mar_4_2021_22-29-35.tiff



IN_MonroeCounty_StippBenderFarm_0025_Thu_
Mar_4_2021_22-30-15.tiff

EXHIBIT 4: Photos of Stipp-Bender Farm house (interior/exterior), outbuildings and contributing structures.

***Reference the Photo Log for above images numbered 1 thru 25 in Exhibit 14.**



view | Apr 2020 - Apr 2020 | < image 1 of 6 > 04/20/2020

EXHIBIT 5: Aerial image facing north.

TECHNICAL & SUBSTANTIVE REVIEW OF HISTORIC DISTRICTS

The Department of Natural Resources (DNR) via the Department of Historic Preservation and Archeology (DHPA) provides a checklist and guidelines, along with National Register Bulletin 16a, "How to Complete the National Register Registration Form," to conduct a technical and substantive review of the Stipp-Bender Farm nomination. The remainder of this section uses this framework to provide a review of the proposed designation.

Section 1: Name of Property

The historic name and survey number are correct and accurately reflect the property. The "Not for Publication" and "Vicinity" boxes are populated correctly.

Section 2: Location

The street address and county information are correctly listed in Section 2.

Section 3: State/Federal Agency Certification

This section is intended to be populated by the DHPA and NPS, not the applicant or Monroe County. The fields are blank.

Section 4: National Park Service Certification

This section is intended to be populated by NPS, not the applicant or Monroe County. The fields are blank.

Section 5: Classification

Ownership of property is correctly marked private and the "category of property" is marked correctly as a building.

Section 5 in the application lists final counts for contributing and non-contributing resources in the district, while the narrative provides the descriptions and labels for the same.

Section 6: Function or Use

The historic and current functions of the building are accounted for using categories from the National Register Bulletin, "How to Complete the National Register Registration Form", updated in 1997.

Section 7: Description

Refer to the application, Exhibit 14.

Section 8: Statement of Significance

The applicant warrants that the Stipp-Bender Farm meets two (2) of the National Register Criteria for Evaluation, noted in bold italic letters, below:

The National Register Criteria for Evaluation is as follows:

The quality of significance in American history, architecture, archeology, engineering, and culture is present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling, and association, and:

- A. That are associated with events that have made a significant contribution to the broad patterns of our history; or*
- B. That are associated with the lives of persons significant in our past; or*
- C. That embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or*
- D. That have yielded, or may be likely to yield, information important in prehistory or history.*

Refer to the application, Exhibit 14 for more criteria.

Section 9: Major Bibliographic References - included

Section 10: Geographical Data - included

Additional Documentation Section

Maps:

- USGS map: 7.5 minute topographical map is submitted in color and in acceptable condition.
- Sketch map: Showing district boundary and detail map of resources and arrows that correspond to the photo log.
- House floor plan: Showing first and second floor layouts and arrows that correspond to the photo log.

Photography:

- Photo descriptions in the text reference photo numbers.
- Accompanied by photo log on the nomination form.
- The images are all clear and there is a combination of buildings, interiors and landscapes.
- The digital photo files are in .tifs format and are in color.
- The digital photo files are labeled correctly and are on CDs as part of the application.

EXHIBIT 6: Additional photo documentation



Ed_and_Pearl_Bender-_c.1945_Fri_Mar_5_2021_17-44-48

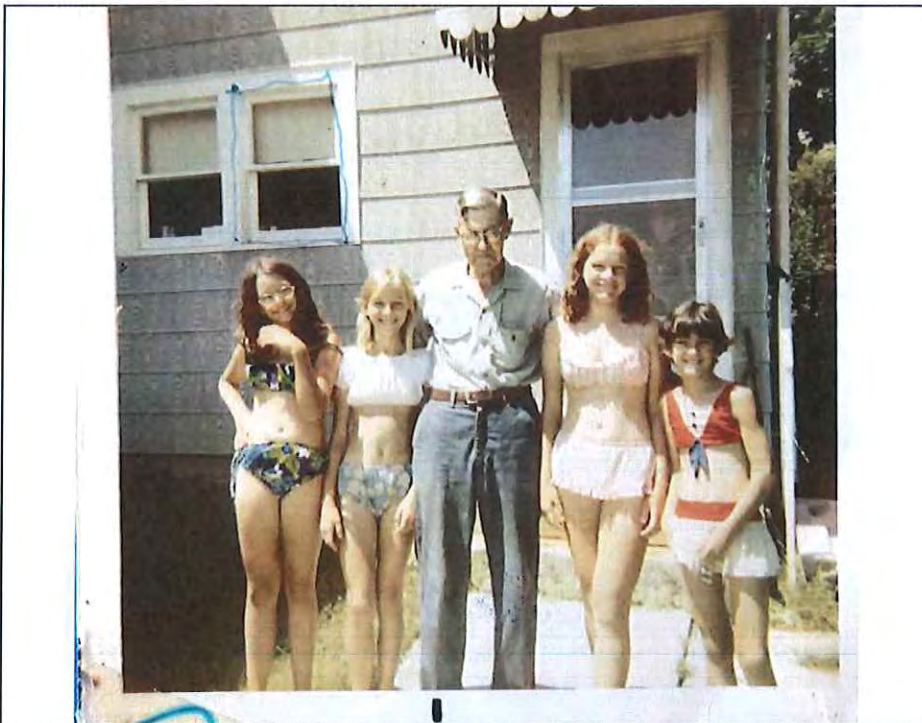


Neighbor_girls_in_barn_yard-_1972_Fri_Mar_5_2021_17-49-05

EXHIBIT 6: Additional photo documentation



Neighbor girls in front of Stipp-Bender house- c.1970_Fri_Mar_5_2021_17-46-53



Neighbor girls with Ed Bender- c.1970_Fri_Mar_5_2021_17-47-12

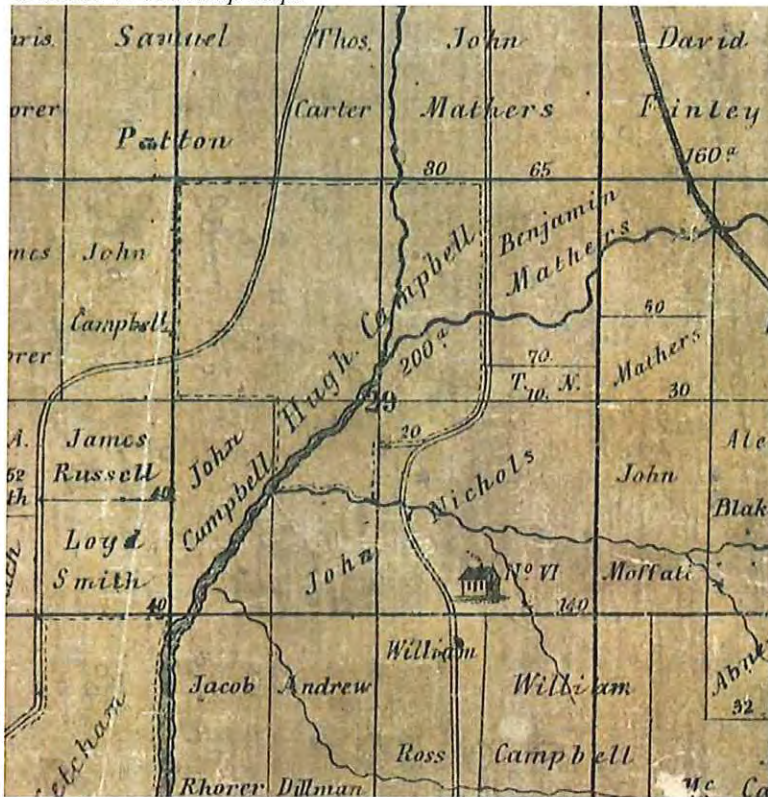
EXHIBIT 6: Additional photo documentation



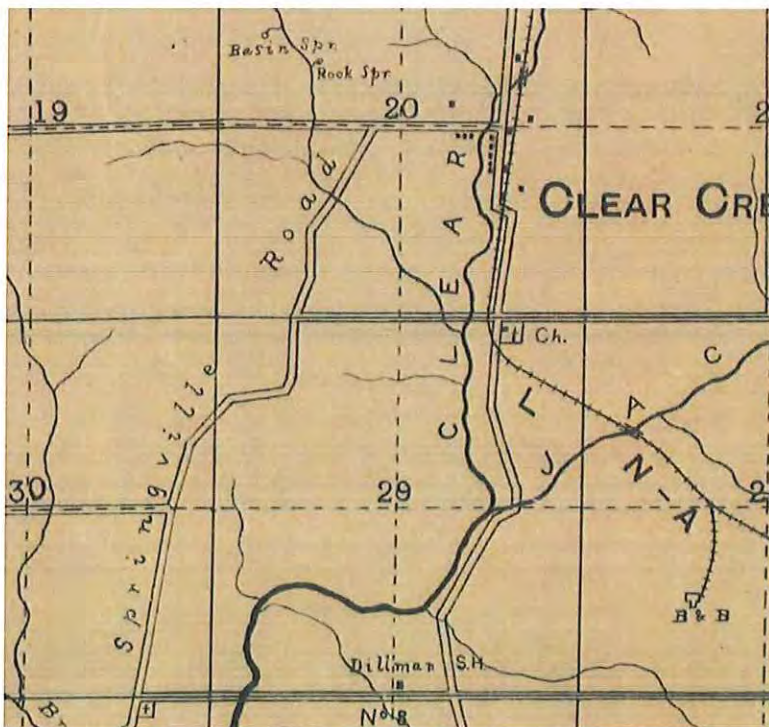
JUN • 65

Neighbors_by_drystone_wall-1965_Fri_Mar_5_2021_17-45-13

EXHIBIT 7: Township Maps

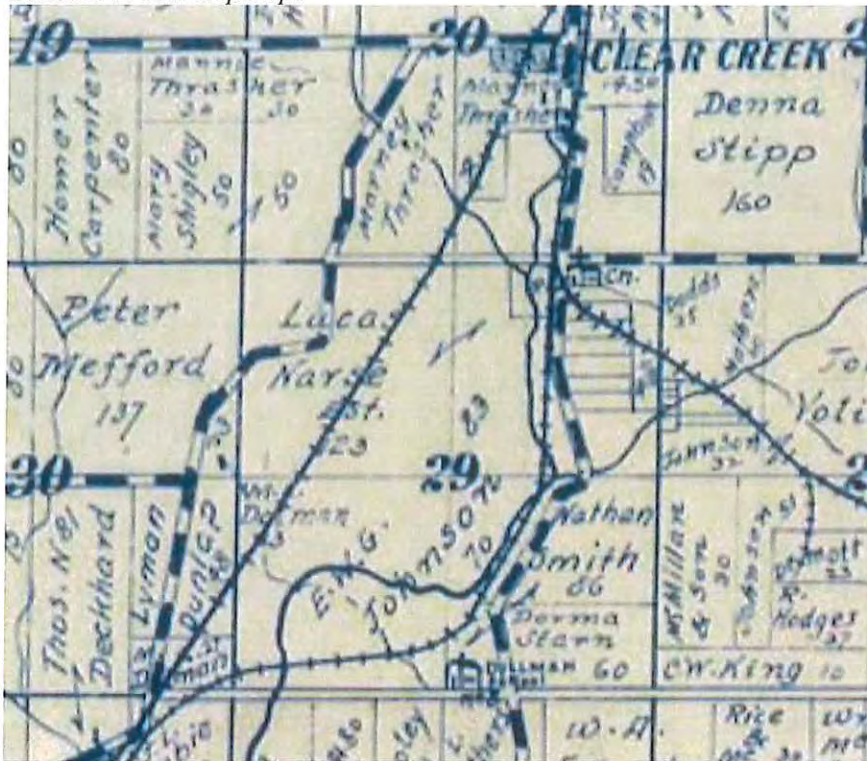


1856 Plat Map- Perry Twnshp- Section 29 Thu Mar 4 2021 23-11-41

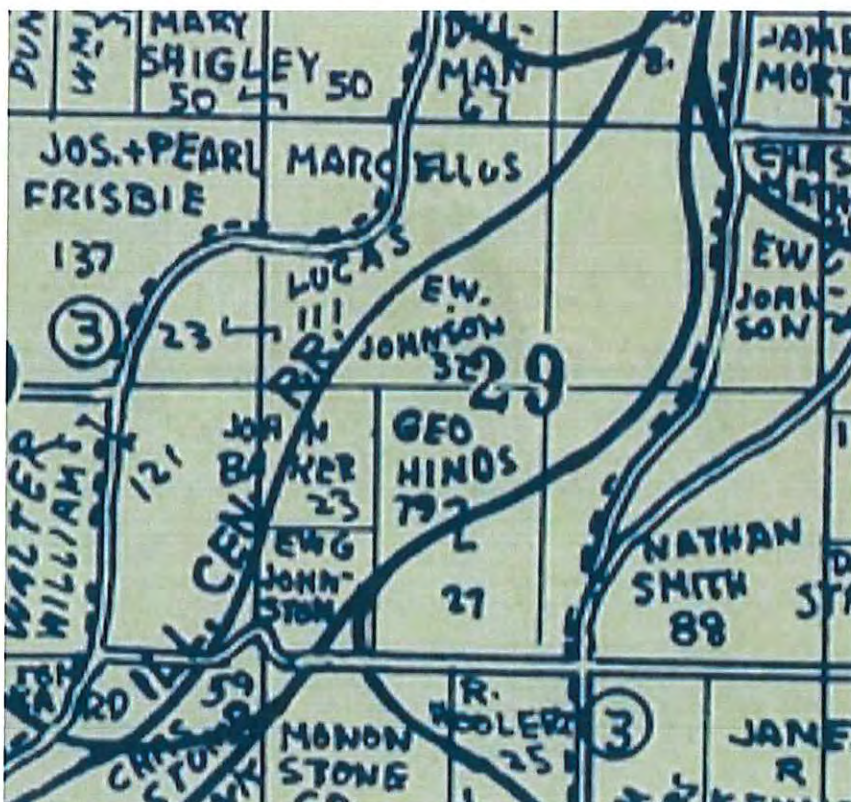


1895 Map- Perry Twnshp- Section 29 Thu Mar 4 2021 23-12-02

EXHIBIT 7: Township Maps



1920_Plat- Perry Twnshp- Section 29_Thu_Mar_4_2021_23-12-26



1932_Plat- Perry Twnshp- Section 29_Thu_Mar_4_2021_23-12-53

EXHIBIT 8: USGS map

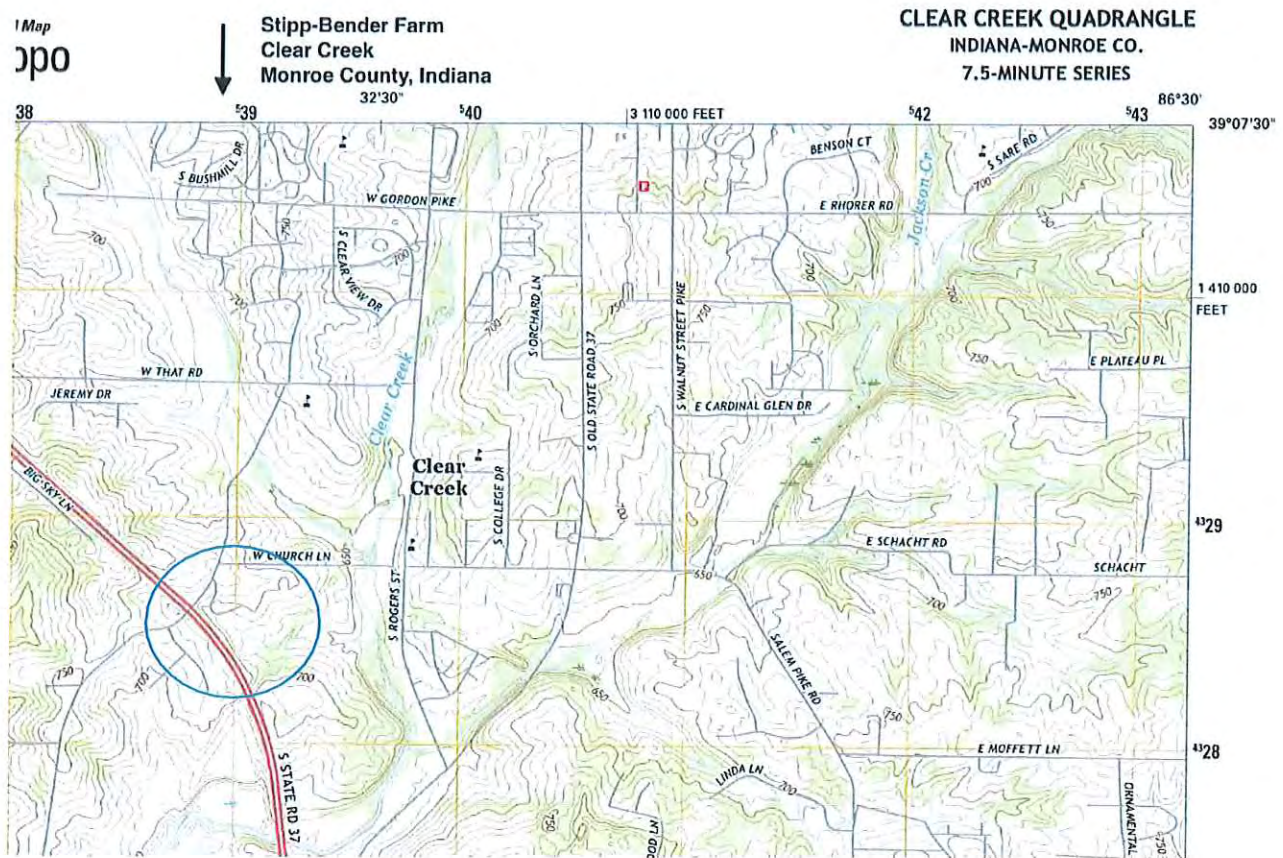


EXHIBIT 9: Historical Aerial Photos



1939

EXHIBIT 9: Historical Aerial Photos



1955

EXHIBIT 9: Historical Aerial Photos



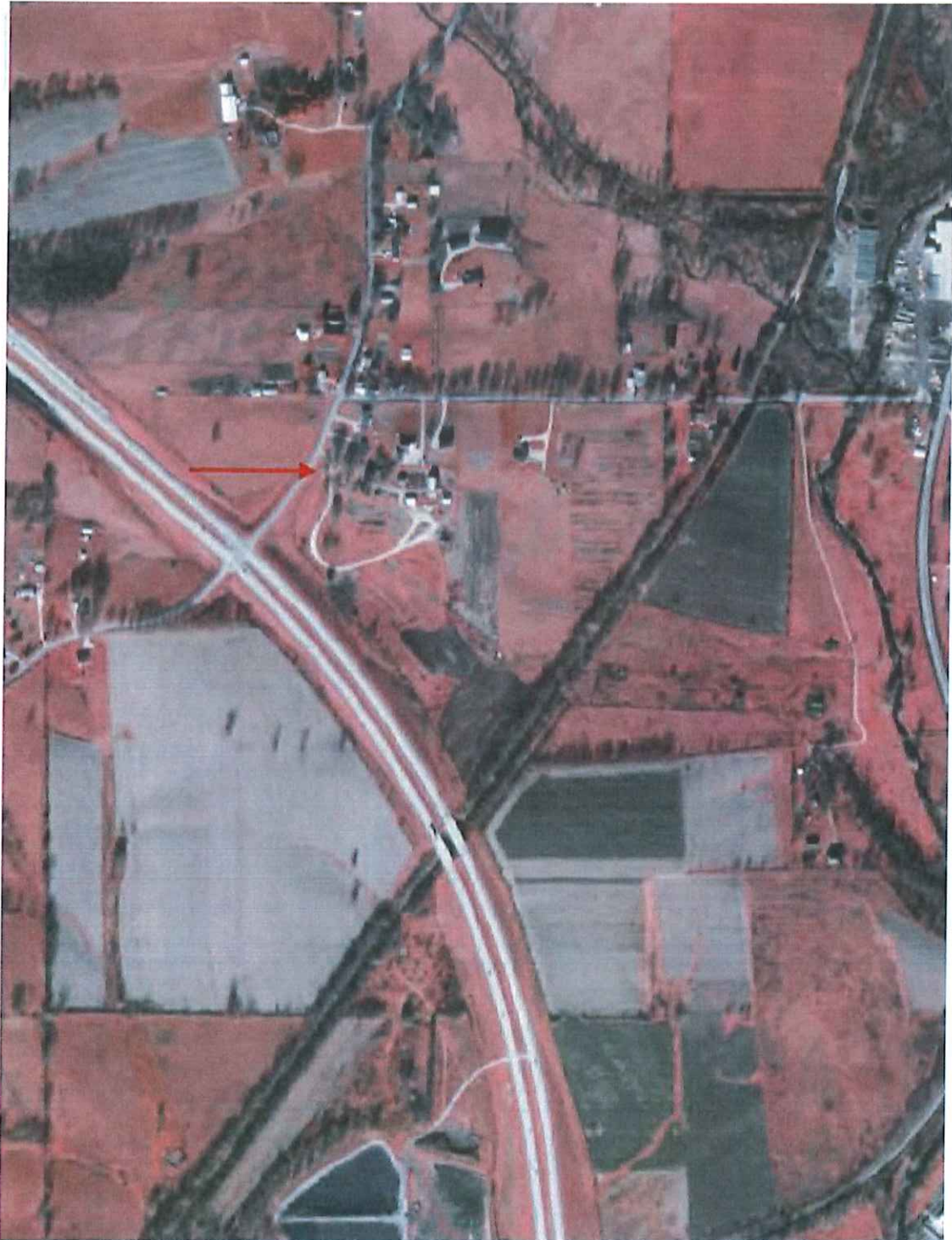
1962

EXHIBIT 9: Historical Aerial Photos



1967

EXHIBIT 9: Historical Aerial Photos



1986

EXHIBIT 10: Sketch map

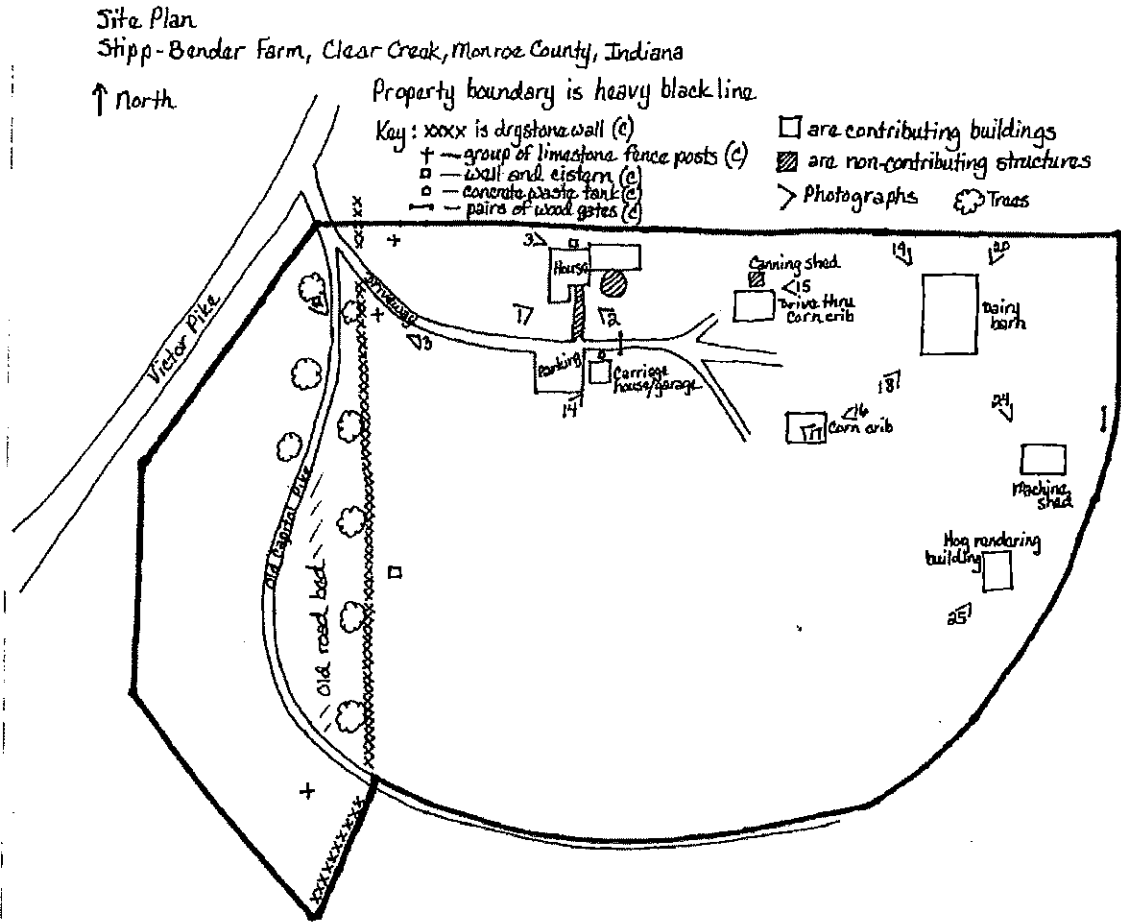


EXHIBIT 11: House floor plan

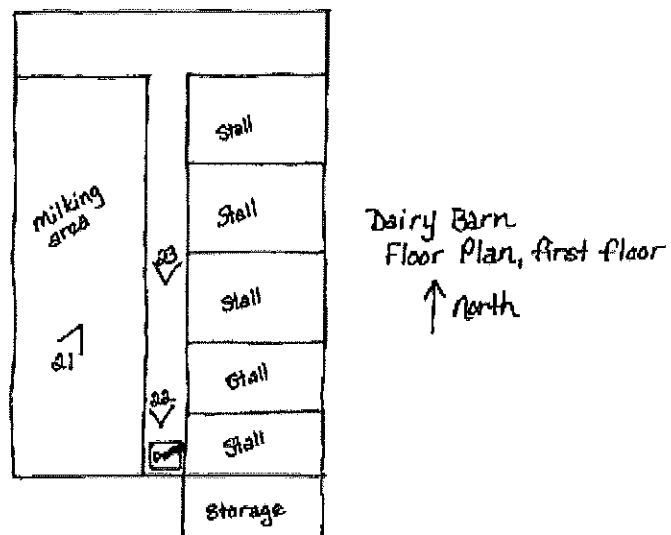
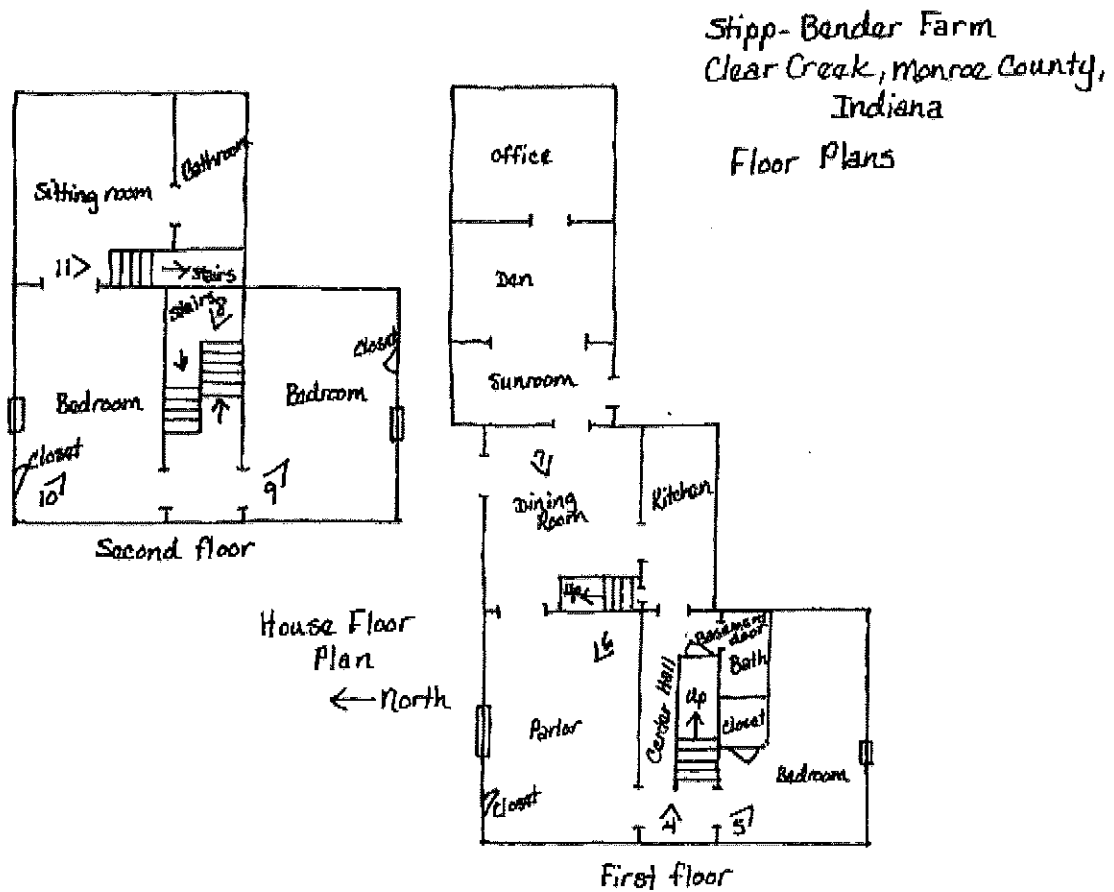


EXHIBIT 12: IHSSI County Survey of Stipp-Bender House from SHAARD

4/13/2021

<https://secure.in.gov/apps/dnr/shaard/print.html?printType=countySurvey>

IN.gov

SHAARD

IHSSI (County Survey)



Survey Number: 105-115-45144

Rating: Notable

Historic Name: Stipp-Bender House

Year Dataset Compiled: 2015

National Register File
Number: *

Survey County

County

Monroe

Legal Township(s)

Perry

Quad Name(s)

Clear Creek

Address: 5075 S Victor Pike

City: *

Location Notes: *

Coordinates

Easting

Northing

<https://secure.in.gov/apps/dnr/shaard/print.html?printType=countySurvey>

1/4

538927

4328647

Common Name: Pleasant View Farm

Category: Building

Visible?: ☐Historic District?: ☐

Historic District Name: -

Ownership: private

Use: PresentResidence: ☒Commercial: ☐Vacant: ☐Other: ☒

Describe: Agriculture

Other: ☐**Use: Past**Residence: ☒Commercial: ☐Vacant: ☐Other: ☒

Describe: Agriculture

Other: ☐**Surveys/Legal Protections**National Register: ☐State Register: ☐Hoosier Homestead: ☐National Historic
Landmark: ☐Local Designation: ☐Protective
Covenants: ☐Other: ☐Areas of Significance: AGRICULTURE,
ARCHITECTURE

Other Significance: -

Endangered: No

Explanation: -

Number of
Contributing 10
Resources:Number of
Non-
contributing 0
Resources:

Environment: Rural route/residential neighborhood

Bibliography: Site visit, Monroe County IHSSI and 39 degrees N

Structure TypeBridge: ☐Cemetery: ☐Other: ☒

Time Period(s): 1878

Condition: Excellent

Year Demolished: -

Integrity: Slightly Altered

Date Moved: -

Alterations: -

Style: -

Type/Vernacular: I-house

Architect/Builder**Architectural Firm****Affiliation****Replacement**Windows: ☒Roof: ☐Other: ☐**Additions**Siding: ☒Wings: ☒Other: ☐

Removals: -

Stories1: ☐1 1/2: ☐2: ☒2 1/2: ☐Other: ☐**Plan**Rectangular: ☐Polygonal: ☐L: ☐T: ☐X: ☐U: ☐Irregular: ☐Other: ☐**Depth**Single-Pile: ☐Double-Pile: ☐Irregular/Massed: ☐Other: ☐**Number of Bays:** -**Foundation:** STONE: Limestone**Foundation Description:** -**Walls Description:** -**Other Walls:** -**Roof**Side-Gable: ☐Front-Gable: ☐Cross-Gable: ☒Hip: ☐Pyramidal: ☐Mansard: ☐Other: ☐

Material: ASPHALT

Features: Decorative vergeboard, return eaves, dual chimneys

Porches

Front: ☒ Side: ☐ Back: ☐

Notes: Partial width flat roof projection w/paired square wood columns

Openings:

Vinyl replacement 9/9 double hung windows in original openings, original door w/sidelights. Addition has vinyl 1/1 double hung windows and metal doors w/vinyl screens.

Interior:

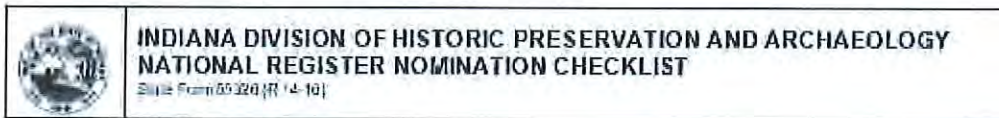
-

Outbuildings:Corn crib,
Dairy barn,
Shed,
Other

Description: Dry stone wall

Notes: Utility sheds, corn crib and Lean-to(s) built in 1930, barns in 1900 and 1930

Statement of Significance: The Stipp-Bender is a frame I-House built by George Stipp in 1878 for \$2000. Originally a limestone wall surrounded the entire quarter section of the house.**Architectural Description:** The house is a good example of an I-House which has been altered, yet retains enough of original form and stylistic elements as to be considered notable. Vinyl replacement windows have similar profile and structure as original 9/9 wood windows, additions are not visible from street level and the elaborate wood porch w/pointed horseshoe arches remains intact. Scrollwork barge boards adorn gable ends. Most of original outbuildings and dry stone perimeter wall remain. The house is listed in old Monroe County IHSSI as Stipp-Bender House, having an address of 5360 S Victor Pike. Monroe County GIS has different address and date of construction (1885) for house. It is currently operated as a teaching farm.



Please use the National Register of Historic Places nomination form available for download on the Division of Historic Preservation and Archaeology website (www.in.gov/dnr/historic3669.htm). Please follow the instructions on the form.

X **Section 1**-The name should be the one that best reflects the property's historic importance or was commonly used for the property during the historic period; enter other names or archaeological site number, if applicable; enter name of multiple property listing, if applicable.

X **Section 2**-Enter the physical address (this may or may not be the mailing address) or rough boundaries of the property; if there is no street address, please be as specific as possible regarding the location; check not for publication or vicinity, if applicable.

X **Section 3**-Indicate nomination or determination of eligibility level of significance; applicable criteria.

 Section 4-for NPS use only.

X **Section 5**-Check all appropriate boxes and verify the number of resources in each category.

X **Section 6**-Enter categories and subcategories from the National Register bulletin *How to Complete the National Register Registration Form*; enter only one item per line and do not exceed the number of lines on the form.

X **Section 7**-Enter categories and subcategories from the National Register bulletin *How to Complete the National Register Registration Form*; enter only one item per line and do not exceed the number of lines on the form. Introductory paragraph-identify what is being nominated and summarize its appearance and integrity. Narrative-fully describe the resource(s), including alterations. For districts, include a complete inventory at the end of Section 7.

X **Section 8**-Mark all applicable criteria and considerations. Enter areas of significance from the National Register bulletin *How to Complete the National Register Registration Form*. The period of significance should reflect the time in which the extant resource(s) achieved significance. Enter significant dates, cultural affiliation, and architect/builder, if applicable. Period of significance justification should explain why those dates were chosen. Include criteria considerations explanation, if applicable. Introductory paragraph-indicate the pertinent criteria, period of significance areas and level of significance. Narrative-make a case for each area of significance as it relates to a context or theme. Include contextual information not specific to eligibility in the Developmental History portion of Section 8.

X **Section 9**-Bibliography should be alphabetical, in a generally accepted format, and include all sources. Sources should be fully cited. Enter the *Indiana Historic Sites and Structures Inventory* number, if applicable (enter the survey range for districts/ex. 123-456-78001-78234; enter the 11-digit number for individual resources/ex. 123-456-25006).

X **Section 10**-Enter the acreage of the property (*if less than one acre, please enter "Less than one acre"*). DHPA staff will calculate UTM's. Verbal boundary description should delineate the precise area within the boundaries. Boundary justification should explain why the proposed boundary was chosen.

X **Section 11**-Preparer information should be complete. Photo log should include all required information.

X **Photographs**-Photographs should be 3000 x 2000 at 300 dpi; color; original capture tif or raw converted to tif labeled according to current specifications: IN_County_PropertyName0001.

X. Maps and Plans—Include an original USGS map, a desktop-printed portion of a USGS map, or an electronic file of a portion of a USGS map. Site plans and floor plans should be submitted on standard-sized paper no larger than 11" x 17" and include the following: name and location of property or district, including county and state; north arrow; street names; property addresses (*if applicable*); photograph numbers and direction arrows; symbol key; contributing and noncontributing status (matches key); boundary (on at least one plan). Maps too large for 11" x 17" paper can be submitted in sections on more than one sheet. Each section should be at the same scale, have match points, and include all of the above information. Color coding can be used to convey essential information, but too much color is not helpful. Future copies of maps may be in black and white, so symbols or colors used should translate easily when printed or scanned in black and white. District maps should accurately convey the footprint and setback of buildings in the district. Site plans and floor plans are required for individual nominations.

CDs-Submit one CD containing the photographs and photo log only, and a second CD containing the nomination (Word document), maps, plans, attachments, property owner spreadsheet (for districts with less than fifty (50) property owners), and any other information.

X. OWNER INFORMATION-Please include owner information below. Current legal records should be used to determine the owner(s). For districts, if there is a local organization or group (historical society, local government, neighborhood association, etc.) that is involved in the application process, please provide the **name** and **mailing address** of a contact person with that organization or group for future correspondence. Please be aware that this person or persons will receive the National Register of Historic Places and Indiana Register of Historic Sites and Structures certificates provided by the Division of Historic Preservation and Archaeology. **For districts with fewer than fifty (50) owners**, please provide a spreadsheet that includes owner names and mailing addresses (available for download on the Division of Historic Preservation and Archaeology website at www.in.gov/dnr/historic/3669.htm).

Name Geoff and Erika Morris

Organization

Address 5075 S. Victor Pike **Telephone number** (317) 828-3934, Erika's cell

City or town Bloomington State IN ZIP code 47403

**I have enclosed the above documentation for the _____
proposed nomination. I understand that if I do not include all of the required documentation, my
application will not be processed until it is complete.**

Signature _____ Date (month, day, year) _____

Please contact DHPA staff if you have any questions regarding this checklist or the listing process.

Please return this form with the nomination materials to:

INDIANA DIVISION OF HISTORIC PRESERVATION
402 West Washington Street, Room W274
Indianapolis, Indiana 46204

United States Department of the Interior
National Park Service

National Register of Historic Places Registration Form

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in National Register Bulletin, *How to Complete the National Register of Historic Places Registration Form*. If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions.

1. Name of Property

Historic name: Stipp-Bender Farm

Other names/site number: Stipp-Bender House

Name of related multiple property listing:

N/A

(Enter "N/A" if property is not part of a multiple property listing)

2. Location

Street & number: 5075 South Victor Pike

City or town: Clear Creek State: Indiana County: Monroe

Not For Publication: ☐ Vicinity: ☒

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended,

I hereby certify that this ___ nomination ___ request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60.

In my opinion, the property ___ meets ___ does not meet the National Register Criteria. I recommend that this property be considered significant at the following level(s) of significance:

___ national ___ statewide X local

Applicable National Register Criteria:

X A ___ B X C ___ D

Signature of certifying official/Title:

Date

Indiana DNR-Division of Historic Preservation and Archaeology

State or Federal agency/bureau or Tribal Government

In my opinion, the property ___ meets ___ does not meet the National Register criteria.

Signature of commenting official:

Date

Title :

State or Federal agency/bureau
or Tribal Government

Stipp-Bender Farm
Name of Property

Monroe County, Indiana
County and State

4. National Park Service Certification

I hereby certify that this property is:

- ☐ entered in the National Register
☐ determined eligible for the National Register
☐ determined not eligible for the National Register
☐ removed from the National Register
☐ other (explain:) _____

Signature of the Keeper

Date of Action

5. Classification

Ownership of Property

(Check as many boxes as apply.)

- Private: ☒
- Public – Local ☐
- Public – State ☐
- Public – Federal ☐

Category of Property

(Check only **one** box.)

- Building(s) ☒
- District ☐
- Site ☐
- Structure ☐
- Object ☐

Stipp-Bender Farm
Name of Property

Monroe County, Indiana
County and State

Number of Resources within Property

(Do not include previously listed resources in the count)

| Contributing | Noncontributing | |
|--------------|-----------------|------------|
| <u>7</u> | <u>0</u> | buildings |
| <u>1</u> | <u>0</u> | sites |
| <u>6</u> | <u>3</u> | structures |
| <u>0</u> | <u>0</u> | objects |
| <u>14</u> | <u>3</u> | Total |

Number of contributing resources previously listed in the National Register 0

6. Function or Use

Historic Functions

(Enter categories from instructions.)

DOMESTIC single dwelling _____

DOMESTIC secondary structure _____

AGRICULTURAL/SUBSISTENCE processing _____

AGRICULTURAL/SUBSISTENCE storage _____

AGRICULTURAL/SUBSISTENCE agricultural field _____

AGRICULTURAL/SUBSISTENCE agricultural outbuilding _____

Current Functions

(Enter categories from instructions.)

DOMESTIC single dwelling _____

DOMESTIC secondary structure _____

AGRICULTURAL/SUBSISTENCE agricultural field _____

AGRICULTURAL/SUBSISTENCE agricultural outbuilding _____

Stipp-Bender Farm
Name of Property

Monroe County, Indiana
County and State

7. Description

Architectural Classification

(Enter categories from instructions.)

MID-19TH CENTURY Greek Revival

LATE VICTORIAN Italianate

OTHER I-house

OTHER Dairy barn

Materials: (enter categories from instructions.)

foundation: STONE Limestone

walls: SYNTHETICS Vinyl

WOOD Weatherboard

roof: ASPHALT

other: METAL Steel

BRICK

Narrative Description

(Describe the historic and current physical appearance and condition of the property. Describe contributing and noncontributing resources if applicable. Begin with a **summary paragraph** that briefly describes the general characteristics of the property, such as its location, type, style, method of construction, setting, size, and significant features. Indicate whether the property has historic integrity.)

Summary Paragraph

The Stipp-Bender Farm is located .44 miles due west of the community of Clear Creek in Perry Township of Monroe County, Indiana. It is 4.8 miles nearly due south of the Monroe County Courthouse in Bloomington. The original 300-acre farm was expanded and then reduced over time and now consists of approximately 5.47 acres.¹ The farm includes seven contributing buildings, six contributing structures, and one contributing site. The farm includes three non-contributing structures. The contributing buildings include the 1876 five-bay Greek Revival and Italianate style I-house, c.1875 carriage house/single bay garage, c.1895 drive-thru grain crib,

¹ Note: The Monroe County GIS property listing records the acreage at 5.49, however, the most recent survey completed in 1997 found slight discrepancies and shows the property at 5.47 acres. For the purposes of this nomination the survey document has been used.

Stipp-Bender Farm

Name of Property

Monroe County, Indiana

County and State

c.1875 grain crib, c.1910 gambrel roof dairy barn, c.1910 blacksmith shed, and c.1910 hog rendering building. Contributing structures include the 1876 basement cistern and water pump base counted as a collective unit, three c.1882 limestone fence posts counted as a collective unit, the c.1882 drystone limestone wall, a c.1882 well with stone cover, two pairs of c.1910 wood gate posts counted as a collective unit, and the c.1920 concrete waste tank. The contributing site consists of the remaining 5.49 acres with its rolling grassy areas, drystone wall, and remnant of the historic road lined on either side with mature maple trees. East of the historic road the property is enclosed with fences of various types and eras including the drystone wall, a section of c.1910 square wire fencing along the northeast property line that includes one of the contributing pair of wood gate posts, horizontal wood horse pasture fencing north and east of the dairy barn, chain link fencing along the east and south property boundaries, and a new iron security fence across the primary driveway entrance. The non-contributing structures are the c.2005 decorative stone wall and arch along the south entry walkway to the house, the c.2005 canning shed, and the 2018 swimming pool. The contributing and non-contributing resources extend in a line west to east along what is now the north and east property boundaries with open, sloping grassy land to the south and southwest. Subdivision of the Stipp farm first happened in the early 1900s when a railroad line was constructed from northeast to southwest across the property and then again when heirs divided the land. The 4-lane expansion of State Road 37 in 1976 created further division when it bisected the southwest corner of the original farmland. Further subdivisions of the property throughout the 1900s created house and business parcels which now surround the property on nearly all sides. The farm was listed as Outstanding in the 1989 *Indiana Historic Sites and Structures: Monroe County Interim Report* but was listed as Notable when re-surveyed in 2015.

Narrative Description

SETTING

The southwest section of Perry Township in which the Stipp-Bender Farm is located is highly developed with additional develop pressures annually.² The remaining farm acreage is surrounded by either homes, businesses, or roadways. The house faces west toward the secondary road, a historic remnant of which remains on the property, and the drystone wall that follows the east side of the road. Rolling grassy areas, mature trees, and the remains of some historic fence rows provide the farm setting with a fair degree of integrity despite the surrounding intrusions. Immediately north of the farm are subdivided house lots, immediately southeast and south of the farm are subdivided business lots, northwest of the farm immediately

² Note: As of early 2021, three new proposed developments, including two large housing developments, under consideration by the Monroe County Planning Commission are all located less than a mile north or northeast of the farm.

Stipp-Bender Farm

Monroe County, Indiana
County and State

Name of Property

outside the farm boundary across Victor Pike is a gas station, and west and southwest of the farm immediately outside the farm boundary is State Road 37 which includes a 4-way, traffic light intersection.

PROPERTY DESCRIPTION

The Stipp-Bender Farm is surrounded by parcels subdivided from the original farm. A portion of the west property boundary borders the right-of-way of the 4-lane expansion of State Road 37, which cut through the farm in 1976. The remaining approximately 5.47 acres of the farm includes seven contributing buildings, six contributing structures, and one contributing site. The farm includes three non-contributing structures. The primary frontage of the property contains the c.1882 contributing drystone wall which bisects the west portion of the property and lines the east side of the historic roadway, both of which cut across a section of remaining open farmland (Photo 0012).³ The wall is interrupted by the driveway to the house and the 1991 paved road created to access the subdivided lots south and east of the property. Mature maple trees line the wall and have become intertwined with it at various locations. The mature maple trees also line part of the west side of the old roadway. At roughly the midpoint in the wall between the house driveway and new road cut, the wall has steps built into the wall so as to provide access to a c.1882 contributing natural spring well on the east side of the wall. The well now has a stone cap.⁴ Both small and large sections of the wall once part of the original farmland are still present on what are now separate parcels subdivided from the original farm. One contributing c.1882 limestone fence post is at the southern section of the drystone wall across the extension of the old roadway, and two additional contributing limestone fence posts of the same era are east of the wall within the house yard (Photo 0013).⁵

East of the wall and visible from the road is the 1876 house (Photo 0001 and 0002) and c.1875 carriage house/garage (Photo 0014), which is southeast of the house. The contributing 1876 limestone-capped basement cistern and limestone base for the corresponding water pump (Photo 0003) are immediately adjacent to the north side of the main house. The c.2005 noncontributing decorative stone wall with arch are on the south side of the house (Photo 0002) with the walkway leading to the south elevation entrance. The noncontributing 2018 swimming pool is east of the walkway and southeast of the rear additions. The contributing c.1920 concrete waste tank is

³ Stipp-Bender Farmhouse file, Monroe County History Center. Note: The derivation for this date is unknown. However, the date generally matches the time frame for similar walls constructed in the Maple Grover Road Rural Historic District (NR listed, May 1998). At least two in the district were constructed as late as 1878 and 1885. The exact outline of the original wall on the original property is under investigation.

⁴ Bachant-Bell, Danielle. Interview with Tamby Wickle-Cassidy, 11 February 2021. The steps allowed access to the well for travelers along the old Victor Pike to water horses. It was used in this way by those in the rural community until at least into the 1970s.

⁵ Note: Additional visible sections of the drystone wall run across the frontage of the properties immediately to the north with Victor Pike addresses, as well as those with Church Lane addresses. Fence posts remain present on parcels south of the remaining farm and large sections of the wall remain on parcels west of Hwy. 37.

Stipp-Bender Farm

Name of Property

Monroe County, Indiana

County and State

adjacent to the north side of the carriage house/garage and a vegetable garden is south of the building. The driveway to the carriage house/garage has been paved and a gravel parking area is adjacent to the southwest corner of the building. The gravel driveway into the farmyard is between the two buildings and is marked by contributing c.1910 wood gate posts. A few mature maples shade the carriage house/garage.

Further east and less visible from the road are the c.1895 drive-thru grain crib north of the driveway (Photo 0015) and the c.1875 grain crib (Photo 0016) south of the driveway. A mature cedar tree is at the west end of the drive-thru grain crib, the noncontributing c.2005 canning shed (Photo 0015) is adjacent to the building on the north side, and a vegetable garden is further north in the open yard. The c.1875 grain crib (Photo 0016) has a mature apple tree and mature conifer on the north side with smaller trees to the south.

Further east closer to the east property line and in somewhat of a line from north to south are the c.1910 gambrel roof dairy barn (Photo 0018, 0019, 0020), c.1910 blacksmith shed (Photo 0024), and c.1910 hog rendering building (Photo 0025). A fenced grassy barn yard remains along the north property boundary between the house and dairy barn and stretches east of the barn. The east property line is a remaining section of contributing c.1910 wire fencing with wood posts and a metal gate with wood posts of the same era. The buildings are shaded by a mix of mature and immature trees which are predominantly within the fence lines.

Overall, the contributing resources maintain a high degree of integrity so that collectively with the site, the property maintains a good degree of integrity.

CONTRIBUTING RESOURCES

Contributing Building - House

(Photo 0001)

The two-story frame, five-bay Greek Revival and Italianate style l-house was constructed in 1876. It has a two-story rear gabled wing (Photo 0002). Over time the house was further expanded to the rear with a single-story shed roof sunroom, a single-story gabled roof addition, and a single-story flat roof addition recently remodeled with a gabled roof. Knowing the farm was established well before the house was constructed, it is unknown what prompted the Stipps to build. However, the tax duplicates support the 1876 construction date with improvement values jumping from \$500 in 1875 to \$1,800 in 1877.

Exterior

The foundation of the main house is constructed of hammered face limestone blocks with bull's-eye iron grates in the vents. The foundations of the additions are concrete block and poured concrete. The exterior walls are covered with vinyl siding and the roof is asphalt shingles. The

Stipp-Bender Farm

Name of Property

Monroe County, Indiana

County and State

eaves of the main house and wing are deep with a wide frieze and broken returns, and the gable ends have ornamentation. An interior brick chimney is at each gable end of the main house. An exterior, vinyl-sided wood stove chimney is on the north elevation of the second of the later single-story additions. The four-over-four wood sash windows were replaced sometime after 2001 with the current nine-over-nine false divided light vinyl sash. The window trim retains the design of the original cyma reversa wood hoods; however, some wood elements may be replacements and the three-inch wide casings are covered with sheet aluminum.

West Elevation

(Photo 0001)

The west elevation of the main house is the primary facade and fronts Old Capitol Pike (historic Victor Pike). At grade of the sloping land and off-center in the south half of the elevation is a metal foundation grate. Centered in the elevation, three limestone slab steps access an Italianate style entry portico. At the base of the steps a limestone pad is at grade and a limestone slab walkway leads due south to the driveway. Beneath the portico, the single-light wood entrance door has three lower vertical panels, and the storm door is a four vertical-light wood door. A three-light header is above the doorway and five-light sidelights are on either side of the doorway. The flat roof and wide eaves of the portico is supported at each corner by a pair of square wood posts with cyma reversa caps. A matching pilaster is on either side of the doorway. The posts support a high, decorative entablature and paneled ceiling. Placement of the five openings across the facade, one of which is the centered entrance, implies symmetry and with it a sense of order and formality. Above the second-floor windows is a wide frieze board. The north and south terminus of the entablature forms the broken cornice returns.

South Elevation

(Photo 0002)

The south elevation is the secondary facade visible from portions of Old Capitol Pike (historic Victor Pike) and properties to the south. Placement of two windows in the main house and two windows in the wing implies symmetry. At grade of the main house a metal foundation grate is off-center to the west. A single window is at the first floor and another is at the second floor, both in the west half of the main house elevation. Above the second-floor window is the wide frieze board and the east terminus of the entablature forms the broken cornice return.

At the southeast corner of the rear wing, a set of three limestone steps recalls a prior doorway that is no longer present. A smaller six-over-six false divided light window is centered in the wall at the first floor and a full height window is centered at the second floor. From the steps the c.1995 brick walkway leads due south to the driveway. A noncontributing mortared stone wall constructed at the same time lines the west edge of the walkway and half of the east edge, the

Stipp-Bender Farm

Name of Property

Monroe County, Indiana

County and State

northeast half of which is open to a poured concrete patio. A decorative, arched, rectangular pillar and a corresponding un-arched pillar are opposite each other in the wall.

The first rear addition is the original smokehouse repurposed and connected to the main house (Photo 0003, left side in image). It is gabled and attached at the northeast corner of the rear wing. A shed roof extension at the southwest corner created a sunroom. A door and two pairs of casement windows fill the sunroom's south elevation, and a sunlight is centered in the roof. A raised wood deck provides access to the concrete patio and noncontributing above-ground swimming pool installed in 2018. A tripartite picture window with false divided lights is centered in the wall of the addition. The second addition is roughly equal dimension to the first addition. The originally flat roof is now gabled. A six-over-six false divided light window is centered in the wall of the south elevation. A low, stone garden retaining wall extends east from the deck along the south elevations and into the barn yard.

East Elevation

At grade of the main house the noncontributing brick walkway with stone wall leads to a metal bulkhead cellar door. A single window at the first floor and another at the second floor, imply symmetry. However, a small six-over-six false divided light window accommodating a bathroom is now north of the first-floor window. The east elevation of the rear wing reveals its greater width from that of the main house (Photo 0015, far right background). A smaller six-over-six false divided light window is at the southeast corner. Two evenly spaced full height windows are at the second floor. A vent is centered in the gable. Although the broken cornice returns and gable decoration is present, the gable lacks the wide cornice board and eaves.⁶

Two pairs of false divided light casement windows fill the elevation wall of the sunroom. The east end of the second addition has a doorway at the northeast corner. The door is metal with a fan light. A horizontal board fence above the low stone retaining wall encloses the yard that leads out from the addition doorway into the barn yard.

North Elevation

(Photo 0003)

At grade of the main house is an off-center metal foundation grate. Windows in each floor are at the extreme northeast corner so that they align quite closely with the two openings at each floor of the rear wing. The two rows of three openings provide a sense of symmetry. At roughly between the two first floor windows is the contributing 1876 limestone-capped cellar cistern box. A larger limestone base north of the box once held the water pump. East of the cistern an uncovered, pressure-treated wood deck at grade provides access to a doorway into the dining room. It has a four-over-four false divided light, vinyl storm door. Further east the wood stove

⁶ Wikle-Cassidy Interview. The rear wing of the house suffered a fire in the 1970s. This is likely the cause for the differences in the cornice and eaves.

Stipp-Bender Farm

Name of Property

Monroe County, Indiana

County and State

box and chimney for the first addition projects out from the wall and is supported by four posts.

A small vinyl window is in the wall of the second addition.

House interior

The floor plan of the main house is a center hall I-house—a stacked arrangement one room deep on either side of a central hall and stairway. The period rear wing extends east from the north half of the main house and contains the dining room and kitchen on the first floor and an enclosed secondary stairway along the wall that joins the main house and rear wing. From a doorway in the dining room the c.1985-1995 single story additions extend in an eastward line. The house interior has experienced considerable renovation over time; however, some original elements remain.

First floor

The west entrance opens into a center hall that leads to a room on either side of the hall, directly back to the kitchen, basement stairway, a small bathroom, and to the second-floor staircase (Photo 0004). The flooring in the hallway is four-inch-wide replacement hardwood, the tall, original molded baseboards have a top edge roll, and the wide, original door trim has an edge roll leading to a flat outer edge.

Immediately to the right of the entry door, a three-light, transomed doorway leads to the south bedroom (Photo 0005). The four-panel wood door has a mineral clay knob. The original wide threshold is present, and the flooring is the original six-inch wide wood. An original closet with a six-panel wood door and porcelain knob is immediately to the left inside the room. The baseboards and window and door trim match that in the hallway. A window is in the west wall, a window and wood stove chimney breast are in the south wall, and a window is in the east wall.

The open newel, bracketed stairway against the south wall of the hall retains the original stained wood newel posts and balustrade. To the east past the stairway, a doorway straight ahead leads into the kitchen. The original door was removed some time ago, but the original molded trim remains. To the right facing south, a horizontal panel wood door with plain trim leads into a small full bathroom. Immediately to the right of the bathroom doorway, facing west a doorway beneath the hall stairway leads down a stairway into the basement.

In the north hallway wall a transomed doorway leads into the parlor (Photo 0006). The door has been removed and the transom opening has been filled with a contemporary colored and leaded glass piece. The flooring is a continuation of the replacement flooring in the hallway. The baseboards and window and door trim matches that in the hallway. Two windows are in the west wall. Centered in the north wall is a wide chimney breast with a wood stove insert, contemporary brick fireplace surround, and stained wood mantel. To the left of the chimney breast is a transomed, horizontal panel door leading into a shallow closet and to the right of the chimney

Stipp-Bender Farm

Name of Property

Monroe County, Indiana

County and State

breast is a window. In the east wall a wide doorway without doors leads into the dining room within the rear wing (Photo 0007).

Flooring in the dining room is a continuation of that found in the hallway and parlor. The tall baseboards and wide door trim is plain with little ornamentation. In the north wall are a window and transomed, four-panel door that leads to the exterior. The transom window is filled with a contemporary stained and leaded glass piece. In the east wall a former exterior doorway now leads into the sunroom addition. The single light door is transomed, the opening of which is filled with a contemporary stained-glass piece. The south wall has a large pass-thru opening and a transomed doorway into the kitchen. The door has been removed and the transom has a contemporary stained and leaded glass piece. Along the west wall is the box for a boxed staircase to the second floor. A small vertical batten door with a thumb latch accesses a press beneath the stairway. The corner of the box has a decorative turned wood cap. To the right of the doorway into the kitchen is a doorway with plain trim and a horizontal panel wood door with a filigreed metal knob and plate that accesses the box stairway to the second floor. The kitchen was completely remodeled in 2019 with tile flooring, a farmhouse sink under the east wall window, and paneled cabinetry reflecting a period style.

The doorway in the east wall of the dining room leads into a sunroom that now serves as the south entrance into the house. The flooring is engineered hardwood and the ceiling is carring with a sunlight. The west wall displays original exterior clapboard to the north side of the doorway and infill of tongue and groove, vertical paneling above and to the south of the door. The south and east walls are floor-to-ceiling windows and a door. The east corner of the room opens into the next addition which was originally the smokehouse. The flooring is a continuation of the engineered hardwood, the walls are paneled with old barn wood, and the pitched ceiling is sheathed with corrugated metal. A chimney breast with a wood stove firebox insert and brick surround is in the north wall. A picture window is in the south wall and a barn wood door in the east wall leads into the last addition now used as office space.

Second floor

The hall stairway concludes at a landing that begins along the north wall and wraps along the west wall (Photo 0008). The baseboards, door, and window trim on the second floor are all plain wide boards.

In the north wall a transomed doorway with a four-panel wood door leads into the master bedroom (Photo 0010). The three-light transom has panels of stained and leaded glass. The doorway retains the wide threshold, and the flooring is the original six-inch wide wood. The west wall has two windows. A wide chimney breast for a wood stove is centered in the north wall. To the left of the chimney breast is a transomed, four-panel door with a porcelain knob leading into a shallow closet and to the right of the chimney breast is a window. A horizontal panel door with

Stipp-Bender Farm

Name of Property

Monroe County, Indiana

County and State

a wide wood threshold is in the east wall and leads into what is now a sitting room as part of the master suite. Immediately to the right through the doorway is the top of the box stairway which is open (Photo 0011). Along the east side of the stairway is a short railing with square balusters capped with a saddleback handrail. The north wall of the room has two windows, and the east wall has one window. In the south wall is a three-light transomed doorway with a horizontal wood door and glass knob that leads into the master bathroom. A window is in both the east and south walls of the bathroom. The bathroom has been completely remodeled with tile flooring, new fixtures, and period style cabinetry.

In the west wall of the second-floor landing are two windows. In the south wall a transomed doorway with a four-panel wood door with a porcelain knob leads into a bedroom. The three-light transom has panels of stained and leaded glass. The doorway retains the wide threshold, and the flooring is the original six-inch wide wood. There are two windows in the west wall. The south wall has a window, a chimney breast for a wood stove, and a shallow closet with a four-panel wood door and three-light transom. One window in the east wall.

Contributing Building - Carriage house/Garage

(Photo 0014)

The carriage house/single bay garage is sited east-west and is south/southeast of the house on the south side of the driveway. It was constructed c.1875 and converted for use as an automobile garage at a later date. The approximately 18' wide by 24' deep building has a poured concrete foundation and is covered with vinyl siding. The front gable roof has boxed eaves and is covered with corrugated metal. A metal overhead door dominates the west elevation which abuts an asphalt parking area and the paved entry driveway. The south elevation has a fixed-glass window in-filled with a re-purposed stained-glass window. There is no other fenestration. Inside, the hewn sill beam is mortised to the sawn timber framing and the back side of the vertical tongue and groove exterior siding is visible. Immediately adjacent to the building on the north side is the contributing c.1920 poured concrete wastewater tank with a metal lid. The area has been landscaped and the tank covered with mulch and marked by a planter. Immediately to the north is one pair of the contributing c.1910 wood gate posts through which the driveway leads to the farmyard and buildings. The posts mark the transition of the driveway from asphalt to gravel.

Contributing Building - Drive-thru Corn Crib

(Photo 0015)

The drive-thru corn crib, sited east-west, was constructed c.1895 and is approximately 105' east of the rear wing of the house. The approximately 24' wide by 32' deep building is elevated on tapered limestone piers, has vertical wood strip siding, and a steeply pitched, front gable roof covered with corrugated metal. The building retains the sealed board crib on the north side and vented board crib on the south side. A recently constructed chicken coop is attached to the southeast corner (Photo 0015, far left). Immediately adjacent on the north side of the crib is the

Stipp-Bender Farm

Monroe County, Indiana

Name of Property

County and State

non-contributing c.2005 canning shed. (Photo 0015, to right in foreground). Resting on pressure-treated timbers, it is constructed of particle board with walls primarily consumed by large four horizontal-light vinyl windows and four horizontal-light vinyl doors. The west elevation has a door and window, the north elevation has three windows, and the east elevation has a door and window. The south elevation is without fenestration. An uncovered wood deck of roughly the same dimension as the shed is attached on the west elevation.

Contributing Building - Grain Crib

(Photo 0016)

The c.1875 grain crib, sited east-west, is approximately 65' slightly southeast of the drive-thru grain crib. The approximately 24' wide by 30' deep building has a shed roof addition added c.1935 along the south elevation. The original building is elevated on limestone piers, was sided with clapboards, and has a front gable roof. The building is now sided with ribbed metal panels and the roof is covered with corrugated metal. The west elevation is without fenestration except for a small rectangular gable vent, and the south elevation is also without fenestration. The east elevation has a wide opening without doors in the shed roof addition and a small square, fixed glass window in the wall of the crib. The gable reveals the original clapboard and wood cornice and has a rectangular gable vent and two small diamond-shaped vents. The north elevation has a centered wood ramp leading to a pair of ledged and braced doors. Sheltered inside the shed roof addition is the original south elevation of the grain crib (Photo 0017). The wall is covered with clapboard and has a nearly centered single-light wood, human-scale door. The hewn and sawn mortise and tenon framing supports 8" wide floorboards. Tree trunks serve as the posts in the braced framing of the shed roof addition.

Contributing Building - Dairy Barn

(Photo 0018)

The c.1910 dairy barn, sited north-south, is approximately 90' east of the drive-thru grain crib. The large building is approximately 38' wide by 52' deep with a shed-roof addition across the north elevation. The hewn sill beams rest on stone foundation piers, the exterior walls are covered with vertical tongue and groove wood siding, and the gambrel roof is covered with corrugated metal. The southwest corner is a recessed entrance with three notched corner openings and a poured concrete pad accessing three doors to varying original functions inside the barn.

Exterior

West Elevation

(Photo 0018)

The west elevation has a notched corner opening at the southwest corner. Through the recessed entry area is a ledged and braced door in the west wall of a room at the southeast corner of the

Stipp-Bender Farm

Name of Property

Monroe County, Indiana

County and State

building. North of the notched corner opening is a row of three square, fixed glass wood frame windows and two ledged and braced, human-scale doors. A metal overhead door replaces the original ledged and braced sliding door in the wall of the shed roof addition. A poured concrete pad extends west from the opening. Two later wood frame tripartite windows and a six-light wood frame window are un-evenly spaced at loft height.

South Elevation

(Photos 0018 and 0019)

The south elevation has two notched corner openings, the center one of which is higher. A ledged and braced sliding door nearly flush with the concrete pad is at the recessed southwest corner and another, at considerable height from the concrete pad, is nearly centered in the wall. A small square, fixed-glass window is in the southeast wall that is not recessed. A tripartite, wood frame window is at the southwest corner at loft height. Above the window a cornice band is across the elevation. A centered decorative white diamond-shaped panel marks the top of the hay door. At either outer edge of the roof gable at the highest point in the wall is a four-light, fixed glass window. A pointed hay hood crowns the gable and retains the original hay hook and trolley. Due south of the barn a concrete pad originally held the platform for the conveyor belt that was used to transfer hay into the loft in later years.⁷ An aluminum roof was erected over the pad c.2000 for use as boat storage.

East Elevation

(Photo 0020)

The east elevation has a row of four square, fixed-glass wood frame windows and two ledged and braced doors at first floor height. A ledged and braced sliding door is the wall of the shed roof addition. There is no fenestration at loft height.

North Elevation

(Photos 0019 and 0020)

The north elevation is without fenestration or features except for an off-center gable vent.

Interior

The interior is a three-bay configuration (Photo 0021). The west bay is open from north to south while the east bay is divided into stalls. The building is constructed of nailed, circular sawn timbers resting on hewn sills and stone piers. The ground floor is dirt. A raised, wood walkway makes up the center bay and extends from the nearly centered door on the south end to a ledged and braced doorway accessing the shed-roof addition on the north end. The original water pump, mounted to a poured concrete base, is at the south end of the raised aisle (Photo 0022).⁸ A separated, airtight, wood-lined room at the southeast corner of the building is only accessible by

⁷ Ibid.

⁸ Ibid. During the Bender's ownership the pump was motorized.

Stipp-Bender Farm

Name of Property

Monroe County, Indiana

County and State

the exterior door under the recessed exterior entry. The large loft is fully open and is accessed by a wood ladder at the north end (Photo 0023).

Contributing Building - Blacksmith Shed

(Photo 0024)

The blacksmith shed, sited east-west, is approximately 50' southwest of the dairy barn. Constructed c.1910, the front gable building has a shed-roof addition along the north elevation. The building rests on an exterior foundation wall of un-mortared limestone blocks. It appears the exterior walls were originally covered with vertical tongue and groove boards. Over time, some of the exterior siding was covered with tar paper, wider board and batten boards, or wide clapboard in the gable. The north and east elevations of the shed roof addition are covered with the same corrugated metal that is on the roof. The hinge pins remain from the original hinged doors, but the doors are no longer intact. The interior floor is dirt and much of the walls of both the main building and addition have been lined with blackened circular-sawn boards. A knob and tub electrical breaker box with later updates is inside the door opening on the northwest wall. Near the northeast corner of the shed roof addition is the second pair of contributing c.1900 wood posts with a metal gate. The square wire fencing with additional wood posts extends north to the northeast corner of the property. Piles of stone are on the south side of the building, originally the location of a large shed-roof chicken house.⁹

Contributing Building - Hog Rendering Building

(Photo 0025)

The c.1910 hog rendering building, sited north-south, is approximately 30' slightly southwest of the blacksmith shed. The approximately 15' deep by 20' wide front gable building rests on an un-mortared limestone block exterior foundation wall that over time has been repaired with infill of bricks and concrete blocks. The exterior walls are vertical boards of uneven widths and the roof is covered with corrugated metal. A collapsed brick, interior chimney is in the northeast pitch of the roof. Both the west and south elevations have human scale entry doors with strap hinges, although the south door is missing, and the opening is covered with boards. A wood fence post remains at the southwest corner of the building. The east elevation has a small entry door with strap hinges at the northeast corner. The remains of a small wood gate that was part of the enclosure pens is at the northeast corner. Two small rectangular windows with fixed glass are at cornice height.

⁹ Ibid. The interviewee recalls the blacksmith tools inside the building and the chicken house.

Stipp-Bender Farm
Name of Property

Monroe County, Indiana
County and State

8. Statement of Significance

Applicable National Register Criteria

(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

- ☒ A. Property is associated with events that have made a significant contribution to the broad patterns of our history.
- ☐ B. Property is associated with the lives of persons significant in our past.
- ☒ C. Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ D. Property has yielded, or is likely to yield, information important in prehistory or history.

Criteria Considerations

(Mark "x" in all the boxes that apply.)

- ☐ A. Owned by a religious institution or used for religious purposes
- ☐ B. Removed from its original location
- ☐ C. A birthplace or grave
- ☐ D. A cemetery
- ☐ E. A reconstructed building, object, or structure
- ☐ F. A commemorative property
- ☐ G. Less than 50 years old or achieving significance within the past 50 years

Stipp-Bender Farm
Name of Property

Monroe County, Indiana
County and State

Areas of Significance

(Enter categories from instructions.)

AGRICULTURE

ARCHITECTURE

Period of Significance

1876-1910

Significant Dates

1876

Significant Person (last name, first name)

(Complete only if Criterion B is marked above.)

Cultural Affiliation

Architect/Builder (last name, first name)

Stipp-Bender Farm
Name of Property

Monroe County, Indiana
County and State

Period of Significance (justification)

The period of significance begins with the year the house was constructed and ends with the date the dairy barn, blacksmith shed, and hog rendering building were constructed. The significant date is the year the house was constructed.

Criteria Considerations (explanation, if necessary)

Statement of Significance Summary Paragraph (Provide a summary paragraph that includes level of significance, applicable criteria, justification for the period of significance, and any applicable criteria considerations.)

The Stipp-Bender Farm is situated on approximately 5.47 acres in Perry Township in Monroe County, Indiana. It consists of an intact and working group of buildings, structures, and objects that historically housed several Monroe County families, and supported operation of what was originally a sizeable farm under ownership of the Stipp family. Despite reduction of the farm acreage, it remained a modest family farm through ownership of the Benders, which ended in 1975. The farm meets Criterion A under Agriculture for its association with nineteenth and twentieth century agriculture and the history of agriculture in Monroe County. The land was settled as a farm in the 1830s and was expanded and reduced over time while the core of the property was farmed continuously until 1975. The farm meets Criterion C under Architecture for its 1876 five-bay Greek Revival and Italianate style 1-house, c.1875 carriage house/single bay garage, c.1895 drive-thru grain crib, c.1875 grain crib, c.1910 gambrel roof barn, c.1910 blacksmith shed, c.1910 hog rendering building, 1876 basement cistern, three c.1882 limestone fence posts, c.1882 drystone wall, c.1882 field well, two pairs of c.1910 wood gate posts, and a c.1920 concrete waste tank. Despite the loss of associated land, the contributing resources maintain a high degree of integrity so that collectively with the site, the farm maintains a good degree of integrity. It is eligible for the National Register of Historic Places at the local level.

Stipp-Bender Farm
Name of Property

Monroe County, Indiana
County and State

Narrative Statement of Significance (Provide at least **one** paragraph for each area of significance.)

NATIONAL REGISTER CRITERION A

The Stipp-Bender Farm meets Criterion A under Agriculture for its association with late nineteenth and early twentieth century agriculture and the history of agriculture in Monroe County. The land was settled as a farm in the 1830s and was expanded and reduced over time while the core of the property was farmed continuously until 1975.

AGRICULTURE

At the time Indiana gained statehood in 1816, farming engaged ninety-five percent of the European-descended population.¹⁰ Over time, agricultural improvements were instituted and by the 1850s farmers in the state were reaping unprecedented prosperity. By 1860, Indiana was first in the nation in hog production and second in wheat harvests.¹¹ Sheep also dominated the livestock markets, while the primary planted crops included corn, rye, tobacco, potatoes and orchard products. The dominance of farming during the mid-1800s also led to the creation of the State Board of Agriculture. The group held the first state fair in 1852 to help promote farming and engender pride in the work of farmers.¹² Counties began organizing their own fairs soon thereafter.

The latter half of the 19th-century saw a slow and eventual decline in the state's agricultural base as ever-increasing farming improvements and production caused market saturation. Prices for crops, livestock and farmland fell dramatically by the 1890s and did not improve until the turn of the century. In making a comeback agriculture in Indiana followed the nation-wide trend toward large farms of mono-crops.

Corn eventually dominated Indiana as its agricultural crop; by 1965, Indiana was third nationwide in corn production.¹³ During the early 1900s, soybeans were introduced into the state and by the 1950s and 1960s, corn and soybeans had become the primary sown crops in the state, often grown to the exclusion of all else on large corporate farms.¹⁴ Dominated by these high-yield enterprises and the rise of agri-business during the era, smaller family farms began

¹⁰ Brubaker, Cynthia. "Hinkle-Garton Farmstead, Monroe County, Indiana." National Register of Historic Places Nomination, 2007.

¹¹ Bachant-Bell, Danielle. "Breezy Point Farm Historic District, Monroe County, Indiana." National Register of Historic Places Nomination, 2019.

¹² Indiana State Fair. <https://www.in.gov/dnr/historic/4105.htm> [Viewed February 8, 2021.]

¹³ Thompson, Dave O., Sr. and William L. Madigan. *One Hundred and Fifty Years of Indiana Agriculture*. Indianapolis: Indiana Historical Bureau, 1969. p. 55.

¹⁴ Ibid, p. 62

Stipp-Bender Farm

Monroe County, Indiana
County and State

Name of Property

dwindling in number, with many of those who remained in farming having to seek additional employment off the farm. Others stopped farming altogether.

These trends have continued over the ensuing decades. By 1969, only six percent of the population was actively engaged in agriculture.¹⁵ A resulting outcome has been that many families have remained on a core portion of the family farm, generally out of a preference for the rural lifestyle, but have sold the remaining land for development. Barns and outbuildings have also been lost through development or lack of use and maintenance. Although traditional farming has experienced an increase in activity in recent years with the small organic farm movement, many agricultural resources--both land and buildings--have already been lost.

The earliest settlers to Monroe County arrived around 1815, and soon began growing corn and wheat and raising swine. Farming in the county generally followed the statewide farming trends. While most farmers focused on self-sufficiency, the county was not without its large land holders who farmed hundreds of acres for larger markets. By 1900 the dominant crops were corn, wheat, oats, clover, timothy, red top and alfalfa.¹⁶ During the early 1900s beef cattle and dairy cows also increased substantially in number throughout the county.

The agricultural climate in Monroe County began to decline in the 1950s as farmers took second or part time jobs. Others who grew up on the family farm but then weathered the World War Two era sought different lifestyles and opportunities away from farming following the war years. Although some remained on the family farm, the agricultural activities were dropped or greatly reduced. In 1945 the Census of Agriculture indicated Monroe County had 2,159 farms, but only five years later the number had dropped over twenty percent.¹⁷ By 1970 the number of farms in Monroe County had been reduced to 592 and had lost another 67 by 1974.¹⁸ More recent census figures show the county had 481 farms in 2007 but had been reduced to 462 at the time of the 2012 census.¹⁹ Interestingly, by 2017 the county had gained nearly 30 new farms. But the average size in acres per farm is much less, an indication of the changes in agriculture and the tendency for many to have small organic or subsistence farms.²⁰

Farming at Stipp-Bender Farm followed the county and state trends as evidenced by the 1880 Agricultural Census records and later first-person accounts. The census reflects the prosperity of

¹⁵ Brubaker, Cynthia. "Hinkle-Garton Farmstead, Monroe County, Indiana." National Register of Historic Places Nomination, 2007.

¹⁶ Ibid.

¹⁷ Bachant-Bell, Danielle. "Breezy Point Farm Historic District, Monroe County, Indiana." National Register of Historic Places Nomination, 2019.

¹⁸ Ibid.

¹⁹ Ibid.

²⁰ 2017 Census of Agriculture, Volume 1, Chapter 2: County Level Data. United States Department of Agriculture. https://www.nass.usda.gov/Publications/AgCensus/2017/Full_Report/Volume_1_Chapter_2_County_Level/Indiana/st18_2_0008_0008.pdf [Viewed February 8, 2021.]

Stipp-Bender Farm

Monroe County, Indiana
County and State

Name of Property

the farm as it was valued at \$15,000. The dominant farm animals raised by the Stipps were dairy cows and cattle supported by 172 acres used as pasture/meadow. They also raised a considerable number of swine and chickens. The primary crops were hay, corn, oats, and wheat, but the Stipps also grew a significant number of both white and sweet potatoes and had an orchard with 20 peach trees. The home goods included 150 pounds of butter produced and the 300 dozen eggs collected. Likewise, the sugar maple trees both along the drystone walls and within the 80 acres of woodland contributed to production of 22 gallons of maple syrup.²¹

The specifics of farming production on the property after 1880 and until the property was purchased by the Benders in 1935 is unknown. However, the buildings constructed and minimal changes to the land during the period speak to the general continuation of much of what was revealed in the 1880 agricultural census. The c.1910 hog rendering building was still fairly maintained and had a blade sharpening wheel present into the 1970s, likely an indication the Benders had hogs at one time as well as those who farmed before them. The large chicken house attached to the blacksmith shed was still maintained and in use into the 1970s, also an indication the Benders likely had it full of chickens at one time.²²

Likewise, the barn was constructed for dairy and cattle operations, a practice continued by the Benders in a community known for allot of dairying. Every stall had both an inside and outside access door and cribs with stanchions that allowed the cows to feed and be kept still while being milked. Sliding doors on both the east and west elevations of the barn's shed-roof addition provided additional access points for cows to be brought into the building. With large pastures to the north and east and the farmyard to the west, animals could be pastured in three different locations at once with all having access to the barn.

Following the statewide trends, by the 1960s the Benders were growing hay, corn, and soybeans. Or the land was being leased to others to grow the crops as the Bender's advancing years prompted them to scale back on farming. Although they had a large garden, the yield was for personal use.²³

As evidenced by the 1986 aerial image, farming on the property continued in some form after Ed Bender died in 1975. However, it would have been on a much smaller scale as the land was quickly subdivided into several smaller parcels.

²¹ Monroe County, Indiana. United States Agricultural Census, 1880. Monroe County History Center, Microfilm. Note: With a general ratio of 40:1, the Stipps collected roughly 880 gallons of maple sap from roughly 88 trees in order to produce 22 gallons of finished syrup.

²² Bachant-Bell, Danielle. Interview with Tamby Wikle-Cassidy, 11 February 2021. Note: Tamby recalled that into the 1960s the Benders still had a few chickens. But the number was likely reduced over time and when Pearl died in 1968, Ed no longer kept chickens.

²³ Ibid.

Stipp-Bender Farm

Name of Property

Monroe County, Indiana

County and State

The 2015 *Monroe County Interim Report: Indiana Historic Sites and Structures Inventory* identifies a number of properties within the county associated with agriculture. However, many of these properties are no longer working farms utilizing the historic agricultural buildings as evidenced by their severe decay and decline. The Stipp-Bender Farm stands out as a farm property where the buildings have been fairly well-maintained and will become more so under current ownership.

Comparable agricultural resources within Monroe County to the Stipp-Bender Farm include the Hinkle-Garton Farmstead Historic District at 2920 East Tenth Street (105-639-34581; NR-1892, NR-1057) in Bloomington Township which retains only 11 acres, is also surrounded with development, and has only recently experienced a revival of some farming with location of the IU Campus Farm on the nonprofit-owned site. The Samuel Harbison Farm at 5330 W. Woodyard Road (105-055-19040) in Richland Township, which has been vacant for several years, has at least 19 acres of potential crop and pastureland remaining. But it has not been actively farmed for many years and only the house and barn remain. Likewise, current ownership by a real estate developer and the apparent demolition by neglect of the property leaves it severely endangered. The most favorable comparison is the Ben Owens Farmstead at 4595 Maple Grove Road (105-055-21024; Maple Grove Road Rural Historic District, NR-1364) in Bloomington Township. The property retains only 7 acres and is surrounded by newer development, both of which precludes large scale farming. The property retains the historic house and numerous contributing outbuildings, and also has a considerable amount of drystone wall fencing.

Within Perry Township, the Stipp-Bender Farm stands alone as the only property with sizable sections of c.1882 drystone walls that once enclosed large areas of pasture and where previously continuous sections of walls can still be identified and mapped as part of the original farm. The property also maintains numerous contributing buildings, structures, and objects that together present a rare agricultural resource in the township.

NATIONAL REGISTER CRITERION C

The Stipp-Bender Farm meets Criterion C under Architecture for its late nineteenth and early twentieth century house and outbuildings. The house is a good local example of a five-bay I-house displaying the Greek Revival and Italianate styles. The agricultural outbuildings are an outstanding, intact working collection representative of their era. The house combined with the agricultural buildings represents one of the most intact properties representative of vernacular agricultural construction of its era in Monroe County. The farm was listed as Outstanding in the 1989 *Indiana Historic Sites and Structures: Monroe County Interim Report* but was listed as Notable when re-surveyed in 2015. The property was locally designated as historic through a Historic Preservation Zoning Overlay in 2018.

ARCHITECTURE

Stipp-Bender Farm

Name of Property

Monroe County, Indiana

County and State

First identified as a distinctive building type in the 1930s by historian Fred Kniffen, and so named because of its prevalence in the states of Indiana, Illinois, and Iowa, the I-house type is actually found throughout the Midwest, Mid-Atlantic and Upland South. The characteristic form expanded upon earlier side-gabled single or one-and-a-half story homes with the addition of a full second floor and use of a constant basic layout: one room deep and at least two rooms wide. The most traditional layout is between three and five bays with a centered entrance. However, a variety of configurations can be found including double entry, center-gable, hall-and-parlor, and the side hall or two-thirds variation, the latter of which has three bays and is only one room wide and deep with the entrance in one of the end bays.

Popular throughout the 1800s, the I-house's expansion on earlier forms reflected the growing prosperity of the agrarian community. The simplicity of the I-house's basic form lent well to stylistic applications and in doing so cast a greater degree of sophistication on its owner. Thus, the I-house is often associated with prosperous farms throughout its range of popular use.

The Greek Revival style was one of the most popular of the romantic styles to dominate architecture during the 19th century in America. Desiring a cultural break from Great Britain, Americans sought a style that more closely reflected their new democracy and their aspirations for its future. Influenced by early news of 19th century archeological discoveries in Greece and the Greek War for Independence (1821-30), the bold designs of Greek temples suited the American landscape during a time of increased male suffrage and general political liberalization. Although the stylistic references to Greek temples are generally minimal--wide entablature moldings, broken cornice returns, and paneled entrances--high style classical porticos were also employed. In Indiana, the Greek Revival style was the first of the romantic styles to appear and was so popular that it was often employed on even simple, vernacular buildings.

The Italianate style is an Americanized depiction of the Italian Villa style that came out of England in the early 1800s. However, the Italianate style modified the picturesque image of the Italian countryside for American tastes, becoming less complicated in both the basic form and applied flourishes. Symmetrical square or rectangular plans are typically capped with a low-pitched hip roof with wide eaves. But large consoles at the eaves, hooded and often arched windows, and long verandahs on homes are also typical stylistic details. From the 1850s into the 1880s Italianate was the most popular style in the United States and continued in popularity even as the Queen Anne style began to dominate the late 1800s. During the later period Italianate also dominated commercial buildings, often employing cast metal for the details. In Indiana, the style's popularity continued through the 1890s and coincided with the growth of the railroad and the state's ensuing prosperity. The rail lines also allowed transport of prefabricated ornamentation to a wider customer base, many of which would have been previously inaccessible.

Stipp-Bender Farm
Name of Property

Monroe County, Indiana
County and State

With its simple form the I-house lent itself to the application of decorative details associated with various architectural styles. Some of these applications were often applied at a later date than that of original construction, thereby “updating” a house in keeping with stylistic trends. Due to the time frame of the popularity of the I-house, from the late 18th to the early 20th century, combined with the settlement of Indiana beginning in the very early 1800s, the styles most often found on I-houses within the state are Federal, Greek Revival and Gothic Revival. Likewise, many I-houses of the period display a combination of popular styles, both original to construction, or as later updates.

The 2015 *Monroe County Interim Report: Indiana Historic Sites and Structures Inventory*, identifies twenty-eight I-houses remaining throughout the county.²⁴ Of these thirteen are the five-bay configuration and eight of these are frame construction. Within Perry Township outside municipal boundaries, the house at the Stipp-Bender Farm is the only five-bay frame I-house.

Only eight I-houses displaying the Greek Revival style were identified in the 2015 *Monroe County Interim Report*.²⁵ Of these the house at the Stipp-Bender Farm compares most favorably with those of frame construction: the George Piercy Ketcham House at 7570 W. Fluck Mill Road (105-115-75105) and the house at 8635 S. Ketcham Road (105-115-75111), both in Clear Creek Township; the McNeely House at 6680 Bottom Road (105-417-05041) and the house at 2400 W. Simpson Chapel Road (105-417-05042), both in Washington Township. A fourth resource, a house on S. Victor Pike in Indian Creek Township (105-115-71001), was highly deteriorated at the time of the county-wide resource survey and may no longer be extant. A ninth resource, the Kerr House at 7165 E. Kerr Creek Road (105-639-00103) in Benton Township, did not appear in the search but is a notable example of the style and should be considered for comparison. Each house displays broken cornice returns, a wide cornice and frieze, decorative corner pilasters, and prominent window entablatures. However, each resource differs in its entry doors and entry portico or porch.

The 2015 *Monroe County Interim Report* identified only one resource outside municipal boundaries as displaying the Italianate style.²⁶ The house at 1350 W. Popcorn Road (105-115-77016) in Clear Creek Township is seen as having elements of both the Gothic Revival and

²⁴ Note: The Monroe County Interim Report published in 1989 identified fifty-one I-houses throughout the county outside municipal boundaries.

²⁵ Note: Two Greek Revival style I-houses that did not appear under the SHAARD search for such were found to display Greek Revival details. The Kerr House in Benton Township (105-639-00103) is a notable example with mention of the Greek Revival details in the descriptive text. The house at the Reed Farm in Richland Township (105-677-19042) does not have mention of Greek Revival details, however, the photographs reveal it does at least still have the ubiquitous broken cornice returns.

²⁶ Note: The 1989 *Monroe County Interim Report* had no entries under the Italianate style and thus did not address the style within the History and Architecture section.

Stipp-Bender Farm

Monroe County, Indiana
County and State

Name of Property

Italianate styles, and more heavily favors the former. However, the George Piercy Ketcham House (105-115-75105) mentioned previously is an excellent example in which Italianate style brackets were later added to the cornice line of an otherwise Greek Revival style house.²⁷ Another resource, the Carter-Randall-Parker House at 3636 South Rogers Street (105-055-60446; NR-2534) in Perry Township was also not included in the interim report as displaying the Italianate style. However, since being listed on the National Register the front porch has been recreated based on historic photographs which adds to the Italianate elements already present. It now also presents a similar appearance to the Stipp-Bender farmhouse.

Of the I-houses remaining in Monroe County, the house at the Stipp-Bender Farm is the only five-bay frame example remaining in Perry Township. It is one of only seven frame examples in the county identified as displaying the Greek Revival style and one of only four frame examples displaying the Italianate style.

The intact grouping of late nineteenth and early twentieth century agricultural outbuildings represent an increasingly rarer resource of its kind and era within Monroe County. Coupled with the original house of the same era (1875-1880), the researcher identified only five other comparable properties from the 2015 *Monroe County Interim Report*. Comparable resources of the same era displaying an intact house and sizable group of working agricultural buildings include the c.1875 Chambers Deckard House at 9015 South Gore Rd. (105-115-75070) and the c.1875 Deckard Farmstead at 9130 South Gore Road (105-115-75067), both in Clear Creek Township; the c.1880 Whisenand-Peden Farmstead at 6190 North Maple Grove Road in Bloomington Township (105-055-21030; Maple Grove Road Rural Historic District, NR-1364); the c.1880 farm at 4630 West Woodyard Road (105-055-19078) in Richland Township; and the 1880 Breezy Point Farm Historic District at 8000 Sand College Road (105-244-10162; NR-2505) in Bean Blossom Township. Thus, Stipp-Bender Farm is the most intact grouping of late nineteenth and early twentieth century agricultural outbuildings coupled with the original house of the 1875-1880 era in Perry Township.

Developmental History/Additional historic context information

EARLY HISTORY OF MONROE COUNTY AND PERRY TOWNSHIP

²⁷ McAlester, Virginia Savage. *A Field Guide to American Houses*. New York: Alfred A. Knopf, 2013. p. 248.

Stipp-Bender Farm

Name of Property

Monroe County, Indiana

County and State

The land that was to become Monroe County was surveyed by 1812 and in 1816, the year Indiana received statehood, the county's land was made available for purchase. Named for recently elected president James Monroe, the county was officially formed in 1818 following the Treaty of St. Mary's, Ohio, and in April that same year the county seat of Bloomington was platted. Land in the central and western townships was the most popular during the early sales as they proved the most ideal for agricultural pursuits.

Perry Township is in south central Monroe County and includes the county seat of Bloomington south from Third Street. The close proximity to the county seat as well as good soil and creeks attracted many early settlers. Construction of the New Albany and Salem Railroad through the center of the township in the 1850s, opened the land to the stone quarries and mills and further spurred development. The township was originally known as Seminary Township, one of two in the state set aside by the state legislature for educational purposes. Once the State Seminary was established in 1820, the remainder of the township was surveyed and made available for sale in 1827. The name of the township was officially changed in 1830, named after Commodore Oliver Hazard Perry, the hero of Lake Erie in the War of 1812.

In addition to portions of Bloomington, platted settlements in the township include Clear Creek and Sanders. Both communities grew along the tracks of the New Albany and Salem Railroad but it was not until around 1900, when the stone industry was most active, that these villages reached their peaks in population. Both communities became home to many stone company workers and had small businesses, churches, schools and post offices. However, with the decline of the stone industry during the Great Depression both communities experienced losses in population and commerce. Clear Creek located along South Rogers Street originally bordered the Stipp-Bender Farm but is now less than a mile east. The community grew to include the tracks of the Illinois Central Railroad which connected the community to additional stone companies and brought passenger traffic. A passenger depot was constructed and numerous businesses including a stone mill and lumber yard were established. Today it retains an active elementary school, post office, and church. Sanders, southeast of Clear Creek on Fairfax Road, was named for Newell and Corinne Sanders who platted it in 1892.²⁸ Although it also once had a school, post office, church and grocery, Sanders was more severely impacted by the decline of the stone industry. Thus, the buildings that once served the community no longer function in their original capacities.

HISTORY OF THE STIPP-BENDER FARM

²⁸ *Monroe County Interim Report: Indiana Sites and Structures Survey*. 1989. Bloomington: Bloomington Restorations, Inc., pg. 44.

Stipp-Bender Farm

Name of Property

Monroe County, Indiana

County and State

The Stipp farm was established by Hugh Campbell. The Campbell family settled in Monroe County in the 1830s and soon established a sizeable farm.²⁹ In addition to indicating land ownership by Hugh Campbell, the 1856 plat map shows the presence of the old road, now known as Victor Pike, along the west frontage of the house lot.³⁰ It is unknown when the road was constructed. However, the farm was strategically placed between a major roadway and a major creek. A section of this old road (renamed Old Capital Pike and paved) along with a grassed-over section of the roadbed are still present on the current property.

In January 1873, George and Mary Stipp purchased 300 acres in Perry Township from the estate of Hugh Campbell for \$20,000.³¹ The land was situated along a portion of Clear Creek but did not include the section deeded by Campbell to Christian Union Church.³²

George W. Stipp was born November 16, 1824, in Lawrence County, Indiana.³³ On January 11, 1848, he married Mary Ann McCrea McFadden in Lawrence County.³⁴ She was born January 31, 1827, in Charleston, South Carolina, to parents of Scottish lineage. George and Mary settled in Clear Creek Township in Harrodsburg where they were members of the Methodist Episcopal Church.³⁵ Their children were John Oscar, William Newton, Margaret E., Martha A., Alice Arabella, Edward E., and Sarah Ellen. The 1856 plat map of Monroe County shows that George owned the southwest quarter of Section 29 in Clear Creek Township as well as 40 acres in the southeast quarter and 49 acres in the northwest quarter.³⁶ Nearly twenty years later the Stipps made their move to the Campbell farm.

Mary Ann Stipp died in 1895 and in 1899, George Stipp created the first subdivision of the farm when he sold a one and a quarter-acre strip of land along the "East line of the Indiana Stone Rail

²⁹ Ibid, pg. 488. Note: The sizable farm of Hugh Campbell was well established by the time of the Poll Tax of 1841 as he was one of the third highest payers, with notable early settlers Edward Borland and John Ketchum being the two highest. Deeds later associated with the sale of the property by the Stipp's son references the "old mill race." It is presumed that Campbell built a water mill on Clear Creek but to date this has not been confirmed.

³⁰ Note: Over time different sources provide varying names for the road. The 1856 plat map does not provide a name, as is the case with most roads on the map. An 1895 map refers to the road as Springville Road. And a 1902 deed refers to it as Bloomington and Bedford Road.

³¹ Monroe County Deed Book 4, page 201.

³² Blanchard, pg. 489. Note: The land was donated by Campbell and the first church building constructed by 1855.

³³ Ted Mauk Family Tree <https://www.ancestry.com/family-tree/person/tree/83836685/person/40491620346/facts> [Viewed 28 Feb 21] Note: George Stipp's parents were John Oscar Stipp, Sr. (1792-1857), born in Bourbon County, Kentucky, and Mariah Mauck (1799-1866), born in Frederick County, Virginia. George's siblings were Louisa, James, Naomi, Elizabeth, Martha Ann, and John Oscar, Jr. In America, the Stipp name can be traced back to Pennsylvania and New York. The name is German with the original spelling of Stupp. In local records the name is also found as Stepp.

³⁴ Blanchard, Charles, Editor. *Counties of Morgan, Monroe, and Brown, Indiana: Historical and Biographical*. Chicago, IL: F.A. Battey & Co., 1884. p. 610.

³⁵ Family Files, Stipp Family, Monroe County History Center.

³⁶ The map spells the name Stepp. Deed records are also found using the same spelling.

Stipp-Bender Farm

Name of Property

Monroe County, Indiana

County and State

Road" to James Martin. The land joined acreage previously purchased from the estate of Thomas Mathers adjacent to the "church lot" and adjoining the location of the "old mill race."³⁷

George Stipp died in 1901. He and his wife are buried in Clover Hill Cemetery. The following year the Stipp's son, William Newton Stipp, as Commissioner of the Monroe Circuit Court, sold the remaining 447 acres of the farm to his sister and brother-in-law, Sarah Ellen and William G. Johnson.³⁸ During the next few years the Johnsons began further subdividing the farm. In 1906, part of the North half of Section 29 totaling 123.2 acres and containing all the built improvements was sold to the Lucas family.

In 1933, 11 acres was deeded to Herbert G. Lucas and the remaining 112 acres to Lloyd Hays.³⁹ In October 1935, Hays sold 111 acres (the disappearance of one acre is un-accounted for in the records) to Edward T. and Pearl Bender.

Edward Thomas Bender was born July 17, 1883, in Indiana, likely in Salt Creek Township in Monroe County.⁴⁰ He married Pearl E. Sciscoe in 1908. She was born February 12, 1888, in Kansas but grew up in Perry Township.⁴¹ The Bender's only child was Robert Earl born April 12, 1909, in Monroe County. The family originated in Salt Creek Township but the year after Robert's death, the Benders moved to Perry Township.⁴²

At the time the Benders purchased the land it was valued at \$5,560 and the improvements at \$1,655.⁴³ The Benders added to their farming capacity with the purchase of 116 acres in Section 26 in 1940. After more than twenty years of farming, the Benders began downsizing their farming operations when they sold the Section 26 land in 1962. Pearl Bender died in 1968. In

³⁷ Monroe County, Indiana, Deed Book 37, page 49. 18 May 1899.

³⁸ Monroe County, Indiana, Deed Book 42, page 78. 24 Mar 1902. The deed references "20 acres 'now fenced'." By 1902 sections of the original wall and property were already subdivided.

³⁹ Monroe County, Indiana, Transfer Book 1932-1936.

⁴⁰ Find A Grave Index. Ancestry.com. *U.S., Find A Grave Index, 1600s-Current* [database on-line]. Provo, UT, USA: Ancestry.com Operations, Inc., 2012. [Viewed May 10, 2020.] Note: Edward's parents were James Berry Bender and Emily Christine Wampler Bender. James was born 21 Feb 1842 in Brown County, Indiana, and died 4 Jul 1893 in Monroe County. Emily was born 28 Oct 1846 in Indiana, and died 8 Mar 1925, in Monroe County. They are buried in Clear Creek Cemetery. The Find A Grave entry indicates that in addition to Edward, James and Emily Bender's children included William Henry Bender and Francis Marion Bender. The 1900 census shows their children also included Elmer, Laura, and Flora.

⁴¹ Ibid. Note: Pearl's parents were William M. Sciscoe and Mary Alice Hall. William was born 8 Aug 1848 and died 13 Jun 1913. Mary Alice was born 28 Jun 1854 and died 23 Mar 1940. Both are buried in Clear Creek Cemetery. Pearl's death certificate provides her mother's maiden name. The 1900 and 1910 census both indicate that Pearl was born in Kansas.

⁴² Indiana Death Certificates. Indiana Archives and Records Administration; Indianapolis, IN, USA; *Death Certificates*; Year: 1934; Roll: 10 [Viewed May 12, 2020.] Note: Robert was a grade-school teacher in Salt Creek Township. Single and still living at his parent's home in Salt Creek Township, at age 25, he committed suicide by hanging in 1934.

⁴³ Monroe County, Indiana, Transfer Book 1938-1950.

Stipp-Bender Farm

Name of Property

Monroe County, Indiana

County and State

1971, Edward lost nearly 18 acres of his farm to construction of the new four-lane Highway 37, which was completed the year after his death.

Edward died in 1975 at age 91. In 1972, 1975, and finally in 1981, larger portions of the farm were subdivided. The nearly 38 acres containing the core of the farm with improvements was sold to the Baileys in 1975. Further subdivisions occurred through the early 1990s which resulted in the current farm size of approximately 5.47 acres.

Stipp-Bender Farm
Name of Property

Monroe County, Indiana
County and State

9. Major Bibliographical References

Bibliography (Cite the books, articles, and other sources used in preparing this form.)

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Stipp-Bender Farm

Name of Property

Monroe County, Indiana

County and State

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United States Census. Year: 1880; Census Place: Perry, Monroe, Indiana; Roll: 299; Page: 102D; Enumeration District: 285 [Viewed April 6, 2020.]

United States Census. Year: 1910; Census Place: Salt Creek, Monroe, Indiana; Roll: T624_371; Page: 6B; Enumeration District: 0142; FHL microfilm: 1374384 [Viewed March 1, 2020.]

Previous documentation on file (NPS):

- ☐ preliminary determination of individual listing (36 CFR 67) has been requested
- ☐ previously listed in the National Register
- ☐ previously determined eligible by the National Register
- ☐ designated a National Historic Landmark
- ☐ recorded by Historic American Buildings Survey # _____
- ☐ recorded by Historic American Engineering Record # _____
- ☐ recorded by Historic American Landscape Survey # _____

Stipp-Bender Farm

Name of Property

Monroe County, Indiana

County and State

Primary location of additional data:

☐ State Historic Preservation Office

☐ Other State agency

☐ Federal agency

☐ Local government

☐ University

☒ Other

Name of repository: Monroe County History Center

Historic Resources Survey Number (if assigned): 105-115-45144

10. Geographical Data

Acreage of Property approximately 5.47

Use the UTM system

UTM References

Datum (indicated on USGS map):

☐ NAD 1927 or ☒ NAD 1983

1. Zone: Easting: Northing:

2. Zone: Easting: Northing:

3. Zone: Easting: Northing:

4. Zone: Easting : Northing:

Stipp-Bender Farm

Name of Property

Monroe County, Indiana

County and State

Verbal Boundary Description (Describe the boundaries of the property.)

A part of the Northwest quarter of Section 29, Township 8 North, Range 1 West, Monroe County, Indiana, Described as follows:

Commencing at a found railroad spike which is the Northeast corner of the Northwest quarter of said Section 29 Township 8 North, Range 1 West according to the Corner Monument Record in the Office of the Monroe County Surveyor; thence South 89 degrees 56 minutes 35 seconds West, for a distance of 22.49 feet to a found railroad spike which is the Northeast corner of the Northwest quarter of said Section 29, according to surveys of record in the Office of the Recorder of Monroe County, Indiana; thence South 0 degrees 00 minutes 00 seconds East, for a distance of 398.02 feet; thence North 90 degrees 00 minutes 00 seconds West, for a distance of 877.25 feet to a ½ inch rebar found at the POINT OF BEGINNING; thence South 9 degrees 47 minutes 24 seconds West, for a distance of 80.25 feet to a found 5/8 inch rebar; thence South 39 degrees 16 minutes 07 seconds West, for a distance of 53.12 feet to a found 5/8 inch rebar; thence South 52 degrees 23 minutes 51 seconds West, for a distance of 144.11 feet to a found railroad spike; thence South 67 degrees 19 minutes 46 seconds West, for a distance of 301.96; thence South 83 degrees 45 minutes 36 seconds West, for a distance of 73.62 feet to a bridge spike (set); thence South 22 degrees 35 minutes 29 seconds West, for a distance of 71.27 feet with the existing stone wall to a 5/8 inch rebar (set) on the Easterly right of way of State Road 37 South; thence North 40 degrees 12 minutes 20 seconds West along said right of way, for a distance of 221.56 feet to a 5/8 inch rebar (set); thence North 0 degrees 47 minutes 33 seconds East along said right of way, for a distance of 148.09 feet to a 5/8 inch rebar set at the point of curvature of a non-tangent curve, concave to the northwest, having a radius of 1200.92 feet, a central angle of 10 degrees 47 minutes 15 seconds, and a chord of 225.77 feet bearing North 31 degrees 58 minutes 43 seconds East; thence northeasterly along said curve and said right of way, a distance of 226.11 feet to a 5/8 inch rebar (set); thence leaving said right of way, South 89 degrees 53 minutes 17 seconds East, for a distance of 559.79 feet to a found ½ inch rebar; thence South 1 degree 10 minutes 42 seconds East, for a distance of 109.41 feet to the POINT OF BEGINNING; said described tract containing 5.47 acres, more or less.

Boundary Justification (Explain why the boundaries were selected.)

The boundary follows the remaining land associated with the farm and that contributes to the property's historic setting.

Stipp-Bender Farm
Name of Property

Monroe County, Indiana
County and State

11. Form Prepared By

name/title: Danielle Bachant-Bell, consultant
organization: Lord & Bach Consulting
street & number: 605 W. Allen St.
city or town: Bloomington state: IN zip code: 47403
e-mail: lordandbach@gmail.com
telephone: (812) 360-6544
date: March 2, 2021

Additional Documentation

Submit the following items with the completed form:

- **Maps:** A USGS map or equivalent (7.5 or 15 minute series) indicating the property's location.
- **Sketch map** for historic districts and properties having large acreage or numerous resources. Key all photographs to this map.
- **Additional items:** (Check with the SHPO, TPO, or FPO for any additional items.)

Stipp-Bender Farm
Name of Property

Monroe County, Indiana
County and State

Photographs

Submit clear and descriptive photographs. The size of each image must be 3000x2000 at 300 ppi (pixels per inch) or larger. Key all photographs to the sketch map. Each photograph must be numbered and that number must correspond to the photograph number on the photo log. For simplicity, the name of the photographer, photo date, etc. may be listed once on the photograph log and doesn't need to be labeled on every photograph.

Photo Log

Name of Property: Stipp-Bender Farm

City or Vicinity: Clear Creek

County: Monroe

State: Indiana

Photographer: Danielle Bachant-Bell

Date Photographed: June 19, 2020

Description of Photograph(s) and number, include description of view indicating direction of camera: West (primary) exterior elevation of the house at the southwest corner, looking east/northeast

1 of _25__.

Name of Property: Stipp-Bender Farm

City or Vicinity: Clear Creek

County: Monroe

State: Indiana

Photographer: Danielle Bachant-Bell

Date Photographed: June 19, 2020

Description of Photograph(s) and number, include description of view indicating direction of camera: Southeast exterior corner of the house, looking northwest

2 of _25__.

Name of Property: Stipp-Bender Farm

Stipp-Bender Farm
Name of Property

Monroe County, Indiana
County and State

City or Vicinity: Clear Creek

County: Monroe

State: Indiana

Photographer: Danielle Bachant-Bell

Date Photographed: June 19, 2020

Description of Photograph(s) and number, include description of view indicating direction of camera: North exterior elevation of the house at the northwest corner, looking southeast

3 of _25_.

Name of Property: Stipp-Bender Farm

City or Vicinity: Clear Creek

County: Monroe

State: Indiana

Photographer: Danielle Bachant-Bell

Date Photographed: June 19, 2020

Description of Photograph(s) and number, include description of view indicating direction of camera: Interior west entry, first floor hallway, looking east

4 of _25_.

Name of Property: Stipp-Bender Farm

City or Vicinity: Clear Creek

County: Monroe

State: Indiana

Photographer: Danielle Bachant-Bell

Date Photographed: June 19, 2020

Description of Photograph(s) and number, include description of view indicating direction of camera: Interior first floor, south bedroom, looking south/southeast

5 of _25_.

Stipp-Bender Farm

Name of Property

Monroe County, Indiana

County and State

Name of Property: Stipp-Bender Farm

City or Vicinity: Clear Creek

County: Monroe

State: Indiana

Photographer: Danielle Bachant-Bell

Date Photographed: June 19, 2020

Description of Photograph(s) and number, include description of view indicating direction of camera: Interior first floor, north parlor, looking northwest

6 of _25_.

Name of Property: Stipp-Bender Farm

City or Vicinity: Clear Creek

County: Monroe

State: Indiana

Photographer: Danielle Bachant-Bell

Date Photographed: June 19, 2020

Description of Photograph(s) and number, include description of view indicating direction of camera: Interior first floor dining room, looking west/southwest

7 of _25_.

Name of Property: Stipp-Bender Farm

City or Vicinity: Clear Creek

County: Monroe

State: Indiana

Photographer: Danielle Bachant-Bell

Date Photographed: June 19, 2020

Stipp-Bender Farm

Monroe County, Indiana

Name of Property

County and State

Description of Photograph(s) and number, include description of view indicating direction of camera: Interior second floor stairway and landing, looking west/northwest

8 of _25_.

Name of Property: Stipp-Bender Farm

City or Vicinity: Clear Creek

County: Monroe

State: Indiana

Photographer: Danielle Bachant-Bell

Date Photographed: June 19, 2020

Description of Photograph(s) and number, include description of view indicating direction of camera: Interior second floor south bedroom, looking south/southeast

9 of _25_.

Name of Property: Stipp-Bender Farm

City or Vicinity: Clear Creek

County: Monroe

State: Indiana

Photographer: Danielle Bachant-Bell

Date Photographed: June 19, 2020

Description of Photograph(s) and number, include description of view indicating direction of camera: Interior second floor north bedroom, looking southeast

10 of _25_.

Name of Property: Stipp-Bender Farm

City or Vicinity: Clear Creek

County: Monroe

State: Indiana

Photographer: Danielle Bachant-Bell

Stipp-Bender Farm
Name of Property

Monroe County, Indiana
County and State

Date Photographed: June 19, 2020

Description of Photograph(s) and number, include description of view indicating direction of camera: Interior second floor east bedroom/sitting room boxed stairway, facing south

11 of _25_.

Name of Property: Stipp-Bender Farm

City or Vicinity: Clear Creek

County: Monroe

State: Indiana

Photographer: Danielle Bachant-Bell

Date Photographed: August 16, 2019

Description of Photograph(s) and number, include description of view indicating direction of camera: Outside house yard, Old Capitol Pike (old Victor Pike) in foreground with drystone wall in background, looking south

12 of _25_.

Name of Property: Stipp-Bender Farm

City or Vicinity: Clear Creek

County: Monroe

State: Indiana

Photographer: Danielle Bachant-Bell

Date Photographed: June 19, 2020

Description of Photograph(s) and number, include description of view indicating direction of camera: Inside house yard, driveway on right with limestone fence post to left of driveway and drystone wall in background, facing west

13 of _25_.

Name of Property: Stipp-Bender Farm

Stipp-Bender Farm

Name of Property

Monroe County, Indiana
County and State

City or Vicinity: Clear Creek

County: Monroe

State: Indiana

Photographer: Danielle Bachant-Bell

Date Photographed: June 19, 2020

Description of Photograph(s) and number, include description of view indicating direction of camera: Carriage house/garage at southwest corner, facing northeast

14 of _25_.

Name of Property: Stipp-Bender Farm

City or Vicinity: Clear Creek

County: Monroe

State: Indiana

Photographer: Danielle Bachant-Bell

Date Photographed: June 19, 2020

Description of Photograph(s) and number, include description of view indicating direction of camera: Facing northeast corner of drive-thru grain crib with new chicken coop on far left, canning shed to the right of the grain crib, and the east elevation of the house in the background on the far right, looking west/southwest

15 of _25_.

Name of Property: Stipp-Bender Farm

City or Vicinity: Clear Creek

County: Monroe

State: Indiana

Photographer: Danielle Bachant-Bell

Date Photographed: August 16, 2019

Description of Photograph(s) and number, include description of view indicating direction of camera: East elevation of grain crib at northeast corner, looking west/southwest

Stipp-Bender Farm

Name of Property

16 of 25.

Monroe County, Indiana
County and State

Name of Property: Stipp-Bender Farm

City or Vicinity: Clear Creek

County: Monroe

State: Indiana

Photographer: Danielle Bachant-Bell

Date Photographed: May 6, 2017

Description of Photograph(s) and number, include description of view indicating direction of camera: Interior of grain crib showing original south exterior wall, looking west/northwest

17 of 25.

Name of Property: Stipp-Bender Farm

City or Vicinity: Clear Creek

County: Monroe

State: Indiana

Photographer: Danielle Bachant-Bell

Date Photographed: May 6, 2017

Description of Photograph(s) and number, include description of view indicating direction of camera: West and south elevations of the dairy barn at the southwest corner, looking northeast

18 of 25.

Name of Property: Stipp-Bender Farm

City or Vicinity: Clear Creek

County: Monroe

State: Indiana

Photographer: Danielle Bachant-Bell

Date Photographed: June 19, 2020

Stipp-Bender Farm
Name of Property

Monroe County, Indiana
County and State

Description of Photograph(s) and number, include description of view indicating direction of camera: West and north elevations of the dairy barn at the northwest corner, looking east/southeast

19 of _25_.

Name of Property: Stipp-Bender Farm

City or Vicinity: Clear Creek

County: Monroe

State: Indiana

Photographer: Danielle Bachant-Bell

Date Photographed: June 19, 2020

Description of Photograph(s) and number, include description of view indicating direction of camera: East and north elevation of the dairy barn at the northeast corner, looking south/southwest

20 of _25_.

Name of Property: Stipp-Bender Farm

City or Vicinity: Clear Creek

County: Monroe

State: Indiana

Photographer: Danielle Bachant-Bell

Date Photographed: June 19, 2020

Description of Photograph(s) and number, include description of view indicating direction of camera: First floor interior of the dairy barn at the southwest corner of the west bay, looking northeast

21 of _25_.

Name of Property: Stipp-Bender Farm

City or Vicinity: Clear Creek

Stipp-Bender Farm
Name of Property

Monroe County, Indiana
County and State

County: Monroe

State: Indiana

Photographer: Danielle Bachant-Bell

Date Photographed: May 6, 2017

Description of Photograph(s) and number, include description of view indicating direction of camera: First floor interior of the dairy barn, water pump at the south end of the center bay, facing south/southeast

22 of 25.

Name of Property: Stipp-Bender Farm

City or Vicinity: Clear Creek

County: Monroe

State: Indiana

Photographer: Danielle Bachant-Bell

Date Photographed: June 19, 2020

Description of Photograph(s) and number, include description of view indicating direction of camera: Second floor loft of the dairy barn taken from first floor, facing south

23 of 25.

Name of Property: Stipp-Bender Farm

City or Vicinity: Clear Creek

County: Monroe

State: Indiana

Photographer: Danielle Bachant-Bell

Date Photographed: August 16, 2019

Description of Photograph(s) and number, include description of view indicating direction of camera: West and north elevations of the blacksmith shed at the northwest corner, looking southeast with commercial buildings on subdivided parcels in background

24 of 25.

Stipp-Bender Farm
Name of Property

Monroe County, Indiana
County and State

Name of Property: Stipp-Bender Farm

City or Vicinity: Clear Creek

County: Monroe

State: Indiana

Photographer: Danielle Bachant-Bell

Date Photographed: August 16, 2019

Description of Photograph(s) and number, include description of view indicating direction of camera: West and south elevations of hog rendering building at southwest corner, looking northeast

25 of 25

Paperwork Reduction Act Statement: This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C.460 et seq.).

Estimated Burden Statement: Public reporting burden for this form is estimated to average 100 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Office of Planning and Performance Management, U.S. Dept. of the Interior, 1849 C. Street, NW, Washington, DC.

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 05/05/2021

Item for Formal Meeting? ☒

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐

(Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda:

Include VENDOR's Name in title if appropriate

Holiday Schedule Update

All Grants must complete the following

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

Or other identifying number

Pass Through Entity

Amount Received

Federal:

State:

Local Match:

Total Received:

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

Fund Name: N/A

Fund Number N/A

Amount:

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

Executive Summary:

Updating the 2021 Holiday Schedule to include language designating whether or not a new employee will receive a floating holiday when they begin employment.

Person Presenting: Elizabeth Sensenstein

Department: Human Resources

Attorney who reviewed:

County Legal Review required prior to submission of this form for all contracts

Submitted by: Elizabeth Sensenstein

Date: 04/30/2021

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

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

Page 209 of 265

Form Approved 1/1/19

RESOLUTION 2020-46
2021 MONROE COUNTY GOVERNMENT HOLIDAYS

WHEREAS, it is necessary to designate Holidays for county employees; and
IT IS THEREFORE RESOLVED AND ESTABLISHED that the scheduled Holidays for Monroe County Government in the year 2021 are as follows:

Friday, January 1, 2021

Monday, January 18, 2021

Monday April 5, 2021

Monday, May 31, 2021

Friday, June 18, 2021

Monday, July 5, 2021

Monday, September 6, 2021

Thursday, November 11, 2021

Thursday, November 25, 2021

Friday, November 26, 2021

Friday, December 24, 2021

Monday, December 27, 2021

Friday, December 31, 2021

Because 2021 is not an election year, 2 additional floating holidays will be awarded to full-time employees.

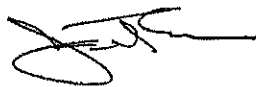
**New employees hired after May 4 will receive 1 floating holiday. New employees hired after November 2 will not receive a floating holiday.*

Monday, January 3, 2022

DATED THIS FOURTH DAY OF NOVEMBER, 2020

MONROE COUNTY BOARD OF COMMISSIONERS

Julie Thomas, President



Lee Jones, Vice-President



Penny Githens, Commissioner



Attest:

41

Catherine Smith, Monroe County Auditor

Page 210 of 265



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal ☒ Work session ☐ Department

Title to appear on Agenda: Vendor #

Executive Summary:

This is a text amendment to Chapter 833: Table 33-3 Height, Bulk, and Density Requirements to remove the parking setback for properties abutting or adjoining a bridge or overpass.

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

Presenter:

Speaker(s) for Zoom purposes:

| Name(s) | Phone Number(s) |
|---|---|
| <input type="text" value="Jackie Nester Jelen and Larry Wilson"/> | <input type="text" value="812-349-2968"/> |

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

Attorney who reviewed:

**OFFICE OF
MONROE COUNTY PLAN COMMISSION
501 N Morton Street, Suite 224
BLOOMINGTON, IN 47404**

TO: THE COMMISSIONERS OF MONROE COUNTY, INDIANA

CERTIFICATION

I, Larry J. Wilson, hereby certify that during its meeting on April 20, 2021, the Monroe County Plan Commission considered petition # **ZOA-21-2**.

(Ordinance 2021-14) and made a favorable recommendation to approve thereon with a vote of 8-0.

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



Larry J. Wilson
Planning Director

April __, 2021

ORDINANCE NUMBER 2021-14

The purpose of this ordinance is to amend the Monroe County Zoning Ordinance by amending the text in **Chapter 833: Table 33-3 Height, Bulk, and Density Requirements**.

WHEREAS, Indiana Code 36-7-4-601 authorizes the Board of Commissioners of the County of Monroe, Indiana (Board of Commissioners), to adopt planning and zoning ordinances and amendments thereto, including maps, for the following purposes: securing adequate light, air, convenience of access, and safety from fire, flood, and other danger; lessening or avoiding congestion in public ways; promoting the public health, safety, comfort, morals, convenience, and general welfare; and otherwise accomplishing the purposes of Indiana Code Chapter 36-7-4;

WHEREAS, the Board of Commissioners adopted a comprehensive replacement Monroe County Zoning Ordinance on December 20, 1996 through the passage of Ordinance 96-36 and have subsequently amended that zoning ordinance ("Zoning Ordinance");

WHEREAS, Indiana Code 36-7-4-602 authorizes local plan commissions to prepare, conduct public hearings on, approve and certify planning and zoning ordinances, and amendments thereto, for consideration by the Board of Commissioners;

WHEREAS, the Monroe County Plan Commission (Plan Commission) prepared amendments to Chapter 833: Table 33-3 Height, Bulk, and Density Requirements, which it deemed necessary and advisable to promote the public health, safety, and general welfare within the County Jurisdictional Area;

WHEREAS, the Plan Commission advertised for and conducted a public hearing on the proposed amendments to Chapter 833: Table 33-3 Height, Bulk, and Density Requirements at its April 20, 2021 meeting;

WHEREAS, following the public hearing, the Plan Commission voted to forward the proposed amendments to Chapter 833: Table 33-3 Height, Bulk, and Density Requirements to the Board of Commissioners with a 7-0 recommendation;

WHEREAS, the Plan Commission certified the proposed amendments to Chapter 833: Table 33-3 Height, Bulk, and Density Requirements and forwarded its recommendation thereon to the Board of Commissioners for consideration pursuant to Indiana Code Sections 36-7-4-602 through 605;

WHEREAS, in accordance with Indiana 5-14-1.5-5, the Board of Commissioners provided public notice of its intention to consider the proposed amendments to Chapter 833: Table 33-3 Height, Bulk, and Density Requirements and accepted public comments on the proposed amendments to Chapter 830: Landscaping – Commercial and Industrial Streetscapes during its May 5, 2021 meeting;

WHEREAS, based on public comment received by the Plan Commission and the Board of Commissioners, the Board of Commissioners finds that the proposed amendments to Chapter 833: Table 33-3 Height, Bulk, and Density Requirements if adopted, would reasonably and efficiently

advance the statutorily recognized zoning ordinance purposes, which include, among other purposes, the promotion of the health, safety, morals, convenience, order, and general welfare of the citizens of Monroe County, Indiana, and that the proposed amendments should be adopted;

WHEREAS, the Board of Commissioners finds and confirms that in the preparation and/or consideration of the proposed amendments to Chapter 833: Table 33-3 Height, Bulk, and Density Requirements, both the Board of Commissioners and the Plan Commission gave reasonable regard to: the Comprehensive Land Use Plan of Monroe County, Indiana; current conditions and the character of current structures and uses in each district; the most desirable use for which the land in each district is adapted; the conservation of property values throughout the jurisdiction; and responsible development and growth;

NOW, THEREFORE, be it resolved by the Board of Commissioners as follows:

Section I. Monroe County Zoning Ordinance Chapter 833: Table 33-3 Height, Bulk, and Density Requirements shall be, and hereby is, amended by adding **Removing the parking setback for properties abutting or adjoining a bridge or overpass:**

CHAPTER 833

ZONING ORDINANCE: ADMINISTRATIVE ADDITIONS FOR FORMER CITY OF BLOOMINGTON JURISDICTIONAL AREAS

833-1. Purpose and Scope

The purpose of this chapter is to incorporate those sections of the City of Bloomington Zoning Ordinance which would apply to the zoning effective for those areas of the County formerly under the City of Bloomington's planning and zoning jurisdictional control, as amended. These sections are incorporated by reference into those sections of this Zoning Ordinance which would govern the administration of the affected zoning area.

Unless superseded by an Interlocal Agreement, the regulations set forth in this Chapter apply to the area outside the corporate limits of the City of Bloomington but inside the former "Two-Mile Fringe" boundary, which boundary shall include the following townships and sections:

| <u>Township</u> | <u>Township Sections</u> |
|-----------------|---|
| Richland | 25, 35, 36 |
| Bloomington | 8, 9, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 29, 30, 31, 32, 35, 36 |
| Benton South | 30, 31 |
| Van Buren | 1, 2, 3, 10, 11, 12, 13 |
| Perry | 1, 2, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22 |
| Salt Creek | 6 |

Chapters 800-832 and 834 of this Zoning Ordinance should be referenced for procedures and development standards not found in this chapter.

833-2. Regulations for Former City Zoning Jurisdictional Area

(A) **Zoning Districts**

For purposes of this chapter, the following sixteen (16) zoning districts are defined.

Estate Residential 2.5 (RE2.5) District. The intent of this district is to required minimum lot sizes of 2. 5 acres where sensitive environmental resources exist. Such environmental resources may include karst formations, wetlands, hillsides, heavily wooded land, and the lake's watersheds. The dual purposes of this district are:

- A. To protect such sensitive environmental resources.
- B. To permit a rural level of development which will not endanger and can be used to protect these sensitive resources.

Estate Residential 1 (RE1) District. The intent of this district is to accommodate large lot, estate type residential uses in a rural environment along with limited compatible agricultural uses. It is meant specifically to:

- A. Accommodate those persons who desire estate type living.
- B. Maintain a pattern of growth that is consistent with the cost-efficient provision of urban services to promoted compactness in the city structure.
- C. Provide for development in a rural setting not necessarily requiring urban utilities.
- D. Provide for limited compatible agricultural uses.

TABLE 33-3 Height, Bulk and Density Standards

| | CL | CA | IL | IG | BP | I | AP | Q |
|--|------------|------------|------------|-----------|--------|--------|--------|--------|
| Lot Area Requirements | | | | | | | | |
| Minimum Lot Area (square feet) | --- | --- | --- | 20,000 | 12,000 | 5,000 | --- | 40,000 |
| First Dwelling Unit | 7,000 | 5,000 | --- | --- | --- | --- | --- | --- |
| Additional Dwelling Unit | 6,000 | 2,750 | --- | --- | --- | --- | --- | --- |
| Minimum Lot Width (feet) | --- | --- | 60 | 100 | 100 | --- | --- | 200 |
| Maximum Height (feet) | 35 | 80 | 50 (21) | 60 (23) | 45 | 80 | 45 | 45 |
| Yard and Open Space Requirements | | | | | | | | |
| Minimum Side Yard (Structures) | (1) | (1) | 12 (3)(22) | 12 (5) | 15 (2) | 5 (7) | 25 (8) | 50 (9) |
| Minimum Rear Yard (Structures) | 10 (2)(17) | 10 (2)(17) | 12 (3)(16) | 20 (6)(5) | 30 | 10 (3) | 25 (8) | 50 (9) |
| Additional Side Yard for each additional story | 4 | 4 | --- | --- | --- | --- | --- | --- |
| Maximum Building Coverage (percent) | 50 | 50 | 50 | 70 | 60 | 60 | 50 | 50 |
| Usable Open Space per Dwelling Unit | 1,350 | 1,000 | --- | --- | --- | --- | --- | --- |
| Floor Area Ratio | --- | 1.5 | 1.5 | 2 | 1.5 | 2 | --- | --- |
| Minimum Side Yard (Parking) | (16) | (19) | 6 (1) | 6 (2) | 8 (24) | 5 (1) | --- | --- |
| Minimum Rear Yard (Parking) | (18) | 6 (1) | 6 (1) | 10 (3) | 15 | 5 (1) | --- | --- |
| Setbacks from Centerline (25) | | | | | | | | |
| Principal Arterial (11)(12) - Building | 60 | 60 | 75 | 75 | 75 | 65 | 80 | 80 |
| Principal Arterial — Parking (27) | 70 | 70 | 85 | 85 | 85 | 75 | 90 | 90 |
| Secondary Arterial (11)(12) - Building | 50 | 50 | 65 | 65 | 65 | 55 | 70 | 70 |
| Secondary Arterial — Parking (27) | 60 | 60 | 75 | 75 | 75 | 65 | 80 | 80 |
| Principal Collector (11)(12) - Building | 45 | 45 | 60 | 60 | 60 | 50 | 65 | 65 |
| Principal Collector — Parking (27) | 55 | 55 | 70 | 70 | 70 | 60 | 75 | 75 |
| Secondary Collector (11)(12) - Building | 40 | 40 | 55 | 55 | 55 | 45 | 55 | 55 |
| Secondary Collector — Parking (27) | 50 | 50 | 65 | 65 | 65 | 55 | 65 | 65 |
| from ROW - Local (11)(12) - Building | 10 | 10 | 25 | 25 | 25 | 15 | 30 | 30 |
| from ROW - Local - Parking | 20 | 20 | 35 | 35 | 35 | 25 | 40 | 40 |
| Additional Front Setback (14) | 4 | 4 | 4 | 4 | 4 | 4 | --- | --- |

**TABLE 33-4
SPECIAL CONDITIONS FOR HEIGHT, BULK AREA AND DENSITY TABLE**

- (1) Landscaped ten (10) foot yard required if adjacent to a residential district.
- (2) Landscaped twenty-five (25) foot yard required if adjacent to a residential district.
- (3) Landscaped twenty (20) foot yard required if adjacent to a residential district.
- (4) No side yard required for commercial development. Residential portions of new buildings must have minimum side yard setbacks of six (6) feet from the property line or twenty (20) feet from the nearest building, whichever is greater.
- (5) One hundred (100) foot side yard required when adjacent to a residential district, within twenty-five (25) foot landscaped buffer. No side yard required if adjacent to a rail siding, regardless of adjacent zoning.
- (6) No rear yard required if adjacent to a rail siding.
- (7) Landscaped fifteen (15) foot side yard required if adjacent to a residential district.
- (8) Landscaped fifty (50) foot yard required if adjacent to a residential district.
- (9) No quarry pit or mechanical operation shall be permitted within 200 feet of a residential district.
- (10) Or the same dimension as the height of the building, whichever is greater.
- (11) In any residential district, the minimum required street setback shall be the greater of the street setbacks of the buildings on the adjacent lots on the same block face.
- (12) Setbacks from streets functioning as a one-way pair may be reduced from the stated setbacks shown in Table 31-6 by the following amounts, however no setback shall be less than ten (10) feet from the property line:

| <u>Street Classification</u> | <u>Parking Setback</u> | <u>Building Setback</u> |
|------------------------------|------------------------|-------------------------|
| Principal Arterial | 10' | 10' |
| Minor Arterial | 5' | 10' |
| Major Collector | 5' | 5' |
| Minor Collector | 0 | 5' |
- (13) The rear yard shall be a minimum of twenty-five (25) feet when adjacent to a residential district.
- (14) Additional front setback required for each additional story, or for each ten (10) feet or increment thereof of building height over twelve (12) feet, measured at the eave of the building.
- (15) In the RT7 district, minimum rear parking setback is one-half (½) the building setback requirement or five (5) feet, whichever is greater. In the RM7 and RM15 district, minimum side and rear parking setbacks shall be one-half (½) the building setback or five (5) feet, whichever is greater.
- (16) If adjacent to a nonresidential district, side parking setback shall be 0.05 times the lot width (rounded to the next highest integral number of feet) or three (3) feet, whichever is greater, up to a maximum of ten (10) feet. If adjacent to a residential district, side parking setback shall be ten (10) feet.
- (17) Yard shall be measured to the centerline of any abutting alley.
- (18) Rear parking setback shall be one-half (½) the building setback requirement, except that no parking rear yard adjacent to a residential district shall be less than ten (10) feet from the property line.
- (19) If adjacent to a nonresidential district, side parking setback shall be 0.05 times the lot width (rounded to the next highest integral number of feet) or three (3) feet, whichever is greater, up to a maximum of twenty-five (25) feet. If adjacent to a residential district, side parking setback shall be ten (10) feet.
- (20) Except those blockfaces facing the courthouse square, extending from the street to the alley, where the maximum height shall be forty (40) feet.
- (21) Up to twenty (20) percent of the footprint of the building may extend to a maximum height of eighty (80) feet.
- (22) No side yard required if adjacent to a rail siding.
- (23) Up to twenty (20) percent of the footprint of the building may extend to a maximum height of one hundred (100) feet.
- (24) Minimum of twelve (12) required when adjacent to a residential district.
- (25) In no case shall any setback be less than ten (10) feet from the property line.
- (26) Parking for single family residential uses shall be prohibited within the setback between the street and the building except on a single driveway not exceeding the width of an attached garage facing the street or twenty-two (22) feet in width where there is no attached garage facing the street. Parking on any other portion of the setback between the street and the building or on a lawn shall be prohibited. Parking shall not be permitted in driveways serving parking lots.

(27) Not applicable for properties abutting or adjoining overpasses or bridges.

Section II. Effective Date.

This ordinance shall be in full force and effect upon passage.

SO APPROVED AND ADOPTED by the Board of Commissioners of the County of Monroe, Indiana, this 5th day of May, 2021.

BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA

"Yes" Votes

Julie Thomas, President

Lee Jones, Vice President

Penny Githens, Commissioner

"No" Votes

Julie Thomas, President

Lee Jones, Vice President

Penny Githens, Commissioner

Attest:

Catherine Smith, Monroe County Auditor



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

This is a text amendment to Chapter 802 - Zones and Permitted Uses—Use Table to amend Elderly Housing as a permitted use in the High Density Residential (HR) District and the Urban Residential (UR) District, Amending the definition for Elderly Housing, and Adding one condition to Elderly Housing as a permitted use.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:

**OFFICE OF
MONROE COUNTY PLAN COMMISSION
501 N Morton Street, Suite 224
BLOOMINGTON, IN 47404**

TO: THE COMMISSIONERS OF MONROE COUNTY, INDIANA

CERTIFICATION

I, Larry J. Wilson, hereby certify that during its meeting on April 20, 2021, the Monroe County Plan Commission considered petition # **ZOA-21-3**.

(Ordinance 2021-15) and made a favorable recommendation to approve thereon with a vote of 7-0.

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



Larry J. Wilson
Planning Director

April __, 2021

ORDINANCE NUMBER 2021-15

The purpose of this ordinance is to amend the Monroe County Zoning Ordinance by amending the text in **Chapter 802- Zones and Permitted Uses** by adding **Elderly Housing** as a permitted use in the **High Density Residential (HR) District** and the **Urban (Multifamily) Residential (UR) District**, **Amending the definition for Elderly Housing**, and **Adding one condition to Elderly Housing as a permitted use**:

WHEREAS, Indiana Code 36-7-4-601 authorizes the Board of Commissioners of the County of Monroe, Indiana (Board of Commissioners), to adopt planning and zoning ordinances and amendments thereto, including maps, for the following purposes: securing adequate light, air, convenience of access, and safety from fire, flood, and other danger; lessening or avoiding congestion in public ways; promoting the public health, safety, comfort, morals, convenience, and general welfare; and otherwise accomplishing the purposes of Indiana Code Chapter 36-7-4;

WHEREAS, the Board of Commissioners adopted a comprehensive replacement Monroe County Zoning Ordinance on December 20, 1996 through the passage of Ordinance 96-36 and have subsequently amended that zoning ordinance ("Zoning Ordinance");

WHEREAS, Indiana Code 36-7-4-602 authorizes local plan commissions to prepare, conduct public hearings on, approve and certify planning and zoning ordinances, and amendments thereto, for consideration by the Board of Commissioners;

WHEREAS, the Monroe County Plan Commission (Plan Commission) prepared amendments to Chapter 802- Zones and Permitted Uses –Use Table of the Zoning Ordinance, which it deemed necessary and advisable to promote the public health, safety, and general welfare within the County Jurisdictional Area;

WHEREAS, the Plan Commission advertised for and conducted a public hearing on the proposed amendments to Chapter 802- Zones and Permitted Uses –Use Table at its April 20, 2021 meeting;

WHEREAS, following the public hearing, the Plan Commission voted to forward the proposed amendments to Chapter 802- Zones and Permitted Uses –Use Table to the Board of Commissioners with a **positive** recommendation;

WHEREAS, the Plan Commission certified the proposed amendments to Chapter 802- Zones and Permitted Uses –Use Table and forwarded its recommendation thereon to the Board of Commissioners for consideration pursuant to Indiana Code Sections 36-7-4-602 through 605;

WHEREAS, in accordance with Indiana 5-14-1.5-5, the Board of Commissioners provided public notice of its intention to consider the proposed amendments to Chapter 802- Zones and Permitted Uses –Use Table and accepted public comments on the proposed amendments to Chapter 802- Zones and Permitted Uses –Use Table during its May 5, 2021 meeting;

WHEREAS, based on public comment received by the Plan Commission and the Board of Commissioners, the Board of Commissioners finds that the proposed amendments to Chapter 802- Zones and Permitted Uses –Use Table if adopted, would reasonably and efficiently advance the statutorily recognized zoning ordinance purposes, which include, among other purposes, the promotion of the health, safety, morals, convenience, order, and

general welfare of the citizens of Monroe County, Indiana, and that the proposed amendments should be adopted;

WHEREAS, the Board of Commissioners finds and confirms that in the preparation and/or consideration of the proposed amendments to Chapter 802- Zones and Permitted Uses –Use Table, both the Board of Commissioners and the Plan Commission gave reasonable regard to: the Comprehensive Land Use Plan of Monroe County, Indiana; current conditions and the character of current structures and uses in each district; the most desirable use for which the land in each district is adapted; the conservation of property values throughout the jurisdiction; and responsible development and growth;

NOW, THEREFORE, be it resolved by the Board of Commissioners as follows:

Section I. Monroe County Zoning Ordinance Chapter 802- Zones and Permitted Uses—Use Table shall be, and hereby is, amended by making **Elderly Housing** a permitted use in the **High Density Residential (HR) District** and the **Urban (Multifamily) Residential (UR) District**, **Amending the definition for Elderly Housing, and Adding one condition to Elderly Housing as a permitted use-**

Elderly Housing. For purposes of this provision, ‘Elderly Housing’ is defined as housing subject to an age-restriction in accordance with the age-restricted housing rules of the Housing for Older Persons Act of 1995 (42 U.S.C. § 3601). Includes the use of a site for a residential/service complex to development to house elderly persons who are capable of caring for themselves and maintaining independent households. A typical complex development would include separate dwelling units, containing independent cooking, bathroom, and sleeping facilities, to be occupied by only one (1) person or couple. Establishments primarily engaged in the provision of frequently or recurrently needed services of a personal nature, such as barber or beauty services, a pharmacy, and so forth, may be included in the complex.

| RESIDENTIAL USES | i | AG | FR | CR | ER | LR | SR | MR | HR | UR | LB | GB | LI | HI | IP | ME | REC | Condition |
|-------------------------------|-----|----|----|----|----|----|----|----|----------|----------|----|----|----|----|----|----|-----|-----------|
| Accessory Apartments | L | P | P | P | P | P | P | P | P | | | | | | | | | 26 |
| Accessory Dwelling Units | L | P | P | P | | | | | | | | | | | | | | 53; 55 |
| Accessory Livestock | L | P | P | P | P | P | P | | | | | | | | | | | 43 |
| Accessory Use | | P | P | P | P | P | P | P | P | P | | | | | | | | 5 |
| Boarding House | L | | | | | | | | | | P | P | | | | | | |
| Elderly Housing | L | | | | | | | | <u>P</u> | <u>P</u> | | | | | | | | <u>57</u> |
| Guest House | L | P | P | P | P | P | | | | | | | | | | | | |
| Historic Adaptive Reuse | | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | 15; 44 |
| Home Based Business | L | P | P | P | P | P | | | | | | | | | | | | 16 |
| Home Occupation | L | P | P | P | P | P | P | P | P | P | | | | | | | | 16 |
| Manufactured Home Park | M | | | | | P | | P | P | P | | | | | | | | 22.39 |
| Multifamily Dwelling | n/a | | | | | | | | | | | | | | | | | |
| Residential Storage Structure | L | P | P | P | P | | P | | | | | | | | | | | 15 |
| Single Family Dwelling | n/a | P | P | P | P | P | P | P | P | P | | | | | | | | 1 |
| Temporary Dwelling | L | P | P | P | P | P | P | P | P | P | | | | | | | | 3; 53 |
| Two Family Dwelling | n/a | P | P | P | P | P | P | P | P | P | | | | | | | | 2 |
| | | | | | | | | | | | | | | | | | | |

57. If there are multiple elderly dwelling units proposed on one legal lot of record, then the Plan Commission must review and approve the proposed site plan. Any project must meet the height, bulk, density standards for the zoning district in which it is located.

Section II. Effective Date.

This ordinance shall be in full force and effect upon passage.

SO APPROVED AND ADOPTED by the Board of Commissioners of the County of Monroe, Indiana, this 5th day of May, 2021.

BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA

"Yes" Votes

"No" Votes

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens, Commissioner

Penny Githens, Commissioner

Attest:

Catherine Smith, Monroe County Auditor



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal ☒ Work session ☐ Department

Title to appear on Agenda: Vendor #

Executive Summary:

This is a text amendment to Chapter 830 - Landscaping - Commercial and Industrial Streetscape Requirement to remove the Streetscape requirement for properties abutting or adjoining a bridge or overpass

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

Presenter:

Speaker(s) for Zoom purposes:

| Name(s) | Phone Number(s) |
|---|---|
| <input type="text" value="Jackie Nester Jelen and Larry Wilson"/> | <input type="text" value="812-349-2968"/> |

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

Attorney who reviewed:

**OFFICE OF
MONROE COUNTY PLAN COMMISSION
501 N Morton Street, Suite 224
BLOOMINGTON, IN 47404**

TO: THE COMMISSIONERS OF MONROE COUNTY, INDIANA

CERTIFICATION

I, Larry J. Wilson, hereby certify that during its meeting on April 20, 2021, the Monroe County Plan Commission considered petition # **ZOA-21-4**.

(Ordinance 2021-16) and made a favorable recommendation to approve thereon with a vote of 8-0.

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



Larry J. Wilson
Planning Director

April __, 2021

ORDINANCE NUMBER 2021-16

The purpose of this ordinance is to amend the Monroe County Zoning Ordinance by amending the text in **Amendment to Chapter 830: Landscaping - Commercial and Industrial Streetscape Requirement**.

WHEREAS, Indiana Code 36-7-4-601 authorizes the Board of Commissioners of the County of Monroe, Indiana (Board of Commissioners), to adopt planning and zoning ordinances and amendments thereto, including maps, for the following purposes: securing adequate light, air, convenience of access, and safety from fire, flood, and other danger; lessening or avoiding congestion in public ways; promoting the public health, safety, comfort, morals, convenience, and general welfare; and otherwise accomplishing the purposes of Indiana Code Chapter 36-7-4;

WHEREAS, the Board of Commissioners adopted a comprehensive replacement Monroe County Zoning Ordinance on December 20, 1996 through the passage of Ordinance 96-36 and have subsequently amended that zoning ordinance ("Zoning Ordinance");

WHEREAS, Indiana Code 36-7-4-602 authorizes local plan commissions to prepare, conduct public hearings on, approve and certify planning and zoning ordinances, and amendments thereto, for consideration by the Board of Commissioners;

WHEREAS, the Monroe County Plan Commission (Plan Commission) prepared amendments to Chapter 830: Landscaping – Commercial and Industrial Streetscapes, which it deemed necessary and advisable to promote the public health, safety, and general welfare within the County Jurisdictional Area;

WHEREAS, the Plan Commission advertised for and conducted a public hearing on the proposed amendments to Chapter 830: Landscaping – Commercial and Industrial Streetscapes at its April 20, 2021 meeting;

WHEREAS, following the public hearing, the Plan Commission voted to forward the proposed amendments to Chapter 830: Landscaping – Commercial and Industrial Streetscapes to the Board of Commissioners with a 7-0 recommendation;

WHEREAS, the Plan Commission certified the proposed amendments to Chapter 830: Landscaping – Commercial and Industrial Streetscapes and forwarded its recommendation thereon to the Board of Commissioners for consideration pursuant to Indiana Code Sections 36-7-4-602 through 605;

WHEREAS, in accordance with Indiana 5-14-1.5-5, the Board of Commissioners provided public notice of its intention to consider the proposed amendments to Chapter 830: Landscaping – Commercial and Industrial Streetscapes and accepted public comments on the proposed amendments to Chapter 830: Landscaping – Commercial and Industrial Streetscapes during its May 5, 2021 meeting;

WHEREAS, based on public comment received by the Plan Commission and the Board of

Commissioners, the Board of Commissioners finds that the proposed amendments to Chapter 830: Landscaping – Commercial and Industrial Streetscapes if adopted, would reasonably and efficiently advance the statutorily recognized zoning ordinance purposes, which include, among other purposes, the promotion of the health, safety, morals, convenience, order, and general welfare of the citizens of Monroe County, Indiana, and that the proposed amendments should be adopted;

WHEREAS, the Board of Commissioners finds and confirms that in the preparation and/or consideration of the proposed amendments to Chapter 830: Landscaping – Commercial and Industrial Streetscapes, both the Board of Commissioners and the Plan Commission gave reasonable regard to: the Comprehensive Land Use Plan of Monroe County, Indiana; current conditions and the character of current structures and uses in each district; the most desirable use for which the land in each district is adapted; the conservation of property values throughout the jurisdiction; and responsible development and growth;

NOW, THEREFORE, be it resolved by the Board of Commissioners as follows:

Section I. Monroe County Zoning Ordinance Chapter 830: Landscaping – Commercial and Industrial Streetscapes shall be, and hereby is, amended by adding **Removing the Streetscape requirement for properties abutting or adjoining a bridge or overpass:**

CHAPTER 830

ZONING ORDINANCE: LANDSCAPING

830-1. Purpose

The purpose of this chapter is to establish minimum standards for the provision, installation, and maintenance of landscape plantings in order to complement the natural environment and achieve a healthy, beautiful, and safe community. These regulations are intended to:

- (A) Preserve Monroe County's existing natural vegetation and the incorporation of native plants, plant communities, and ecosystems into landscape design, where possible.
- (B) Foster aesthetically pleasing development that will protect and preserve the appearance and character of the community and foster a sense of place.
- (C) Increase the compatibility of development with both adjacent development and the natural environment.
- (D) Improve environmental quality, habitat for wildlife, and watershed health by recognizing the numerous beneficial effects of landscaping upon the environment.
- (E) Maintain and increase the value of land by requiring landscaping to be incorporated into development, thus becoming by itself a valuable capital asset.
- (F) Provide direct and important physical and psychological benefits to human beings through the use of landscaping to reduce noise and glare, provide shade and cooling, and to break up the monotony and soften the harsher aspects of urban development.
- (G) Eradicate or control certain exotic plant species that have become nuisances because of their tendency to damage public and private works, to have a negative effect upon public health, or to disrupt or destroy native ecosystems.
- (H) Promote innovative and cost-conscious approaches to the design, installation, and maintenance of landscaping.
- (I) Establish procedures and standards for the administration and enforcement of this Landscaping Ordinance.

830-2. Applicability

This Landscape Ordinance shall apply to all public, private, and institutional development, with the following exceptions:

- (A) previously approved development;
- (B) development of an individual single family detached residence or single duplex on a lot of record; and

830-9.

Commercial and Industrial Streetscapes

The following landscape strip requirements apply to all commercial and industrial zones and all nonresidential uses within a residential zone. The strip must be located on the property, adjacent to the public right-of-way, and may not include paved surfaces, with the exception of driveway openings and pedestrian sidewalks or trails that cross the strip. The streetscape may not be required when land is abutting or adjoining a bridge or overpass, or would not be visible from the right-of-way or would not otherwise meet the safety and aesthetic objectives of the requirement. An applicant whose property is impacted by this condition may apply to the Administrator for an administrative waiver from the Streetscape provision.

For all impervious areas that slope towards the streetscape, the associated landscaped area shall be designed as a bioretention area sufficiently sized and constructed to serve the water quality volume requirement of Section 8. Traditional options can only be used where drainage is not received (unless woodlands are being preserved). There are 3 traditional streetscape options available to meet the landscaped strip requirements.

(A) Traditional Streetscape Options (site does not receive drainage):

(1) Commercial and Industrial Landscaped Strip, Option 1

Provide a minimum 5 foot wide strip between a right-of-way and the parking lot, planted with a minimum of 1 tree, 10 shrubs, and 10 shrubs/perennials/grasses/ferns for every 35 lineal feet of street frontage, excluding driveway openings.

Groupings of plant materials shall be mulched. Required streetscape landscaping shall be reasonably distributed throughout all landscaped areas. It is suggested that the required plantings be planted in clusters or irregular patterns.

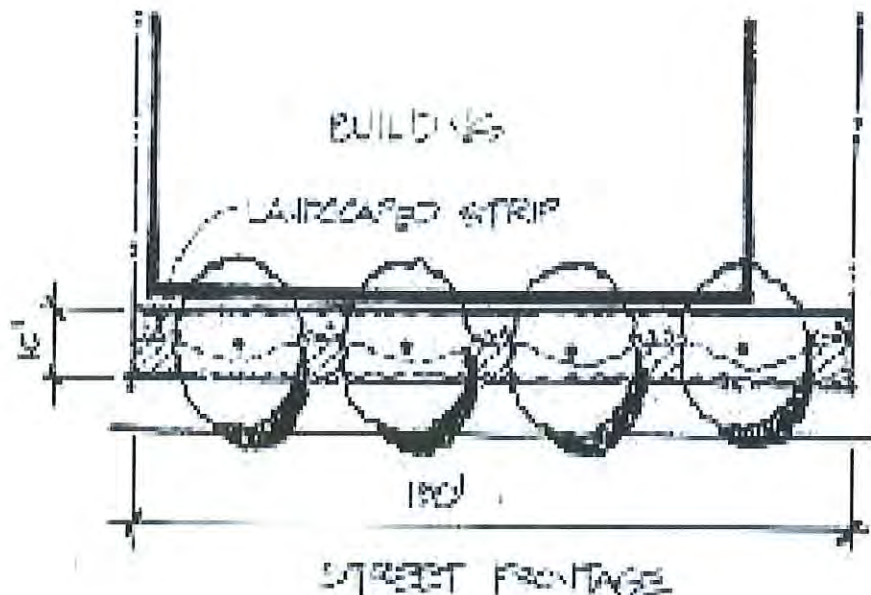


Figure 30-6 Commercial and Industrial Landscaped Strip, Option 1

Revised 1/13/12

Section II. Effective Date.

This ordinance shall be in full force and effect upon passage.

SO APPROVED AND ADOPTED by the Board of Commissioners of the County of Monroe, Indiana, this 5th day of May, 2021.

BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA

"Yes" Votes

"No" Votes

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens, Commissioner

Penny Githens, Commissioner

Attest:
Catherine Smith, Monroe County Auditor



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

This is a text amendment to Chapter 818- Permit, Certificate, and Approval Revocation by adding Revocation Procedure following the First Revocation Notice.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:

**OFFICE OF
MONROE COUNTY PLAN COMMISSION
501 N Morton Street, Suite 224
BLOOMINGTON, IN 47404**

TO: THE COMMISSIONERS OF MONROE COUNTY, INDIANA

CERTIFICATION

I, Larry J. Wilson, hereby certify that during its meeting on April 20, 2021, the Monroe County Plan Commission considered petition # **ZOA-21-5**.

(Ordinance 2021-17) and made a favorable recommendation to approve thereon with a vote of 7-0.

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



Larry J. Wilson
Planning Director

April __, 2021

ORDINANCE NUMBER 2021-17

The purpose of this ordinance is to amend the Monroe County Zoning Ordinance by amending the text in **Chapter 818- Permit, Certificate, and Approval Revocation** by adding **Revocation Procedure following the First Revocation Notice**:

WHEREAS, Indiana Code 36-7-4-601 authorizes the Board of Commissioners of the County of Monroe, Indiana (Board of Commissioners), to adopt planning and zoning ordinances and amendments thereto, including maps, for the following purposes: securing adequate light, air, convenience of access, and safety from fire, flood, and other danger; lessening or avoiding congestion in public ways; promoting the public health, safety, comfort, morals, convenience, and general welfare; and otherwise accomplishing the purposes of Indiana Code Chapter 36-7-4;

WHEREAS, the Board of Commissioners adopted a comprehensive replacement Monroe County Zoning Ordinance on December 20, 1996 through the passage of Ordinance 96-36 and have subsequently amended that zoning ordinance ("Zoning Ordinance");

WHEREAS, Indiana Code 36-7-4-602 authorizes local plan commissions to prepare, conduct public hearings on, approve and certify planning and zoning ordinances, and amendments thereto, for consideration by the Board of Commissioners;

WHEREAS, the Monroe County Plan Commission (Plan Commission) prepared amendments to Chapter 818- Permit, Certificate, and Approval Revocation, which it deemed necessary and advisable to promote the public health, safety, and general welfare within the County Jurisdictional Area;

WHEREAS, the Plan Commission advertised for and conducted a public hearing on the proposed amendments to Chapter 818- Permit, Certificate, and Approval Revocation at its April 20, 2021 meeting;

WHEREAS, following the public hearing, the Plan Commission voted to forward the proposed amendments to Chapter 818- Permit, Certificate, and Approval Revocation to the Board of Commissioners with a **7-0** recommendation;

WHEREAS, the Plan Commission certified the proposed amendments to Chapter 818- Permit, Certificate, and Approval Revocation and forwarded its recommendation thereon to the Board of Commissioners for consideration pursuant to Indiana Code Sections 36-7-4-602 through 605;

WHEREAS, in accordance with Indiana 5-14-1.5-5, the Board of Commissioners provided public notice of its intention to consider the proposed amendments to Chapter 818- Permit, Certificate, and Approval Revocation and accepted public comments on the proposed amendments to Chapter 818- Permit, Certificate, and Approval Revocation during its May 5, 2021 meeting;

WHEREAS, based on public comment received by the Plan Commission and the Board of Commissioners, the Board of Commissioners finds that the proposed amendments to Chapter 818-

Permit, Certificate, and Approval Revocation if adopted, would reasonably and efficiently advance the statutorily recognized zoning ordinance purposes, which include, among other purposes, the promotion of the health, safety, morals, convenience, order, and general welfare of the citizens of Monroe County, Indiana, and that the proposed amendments should be adopted;

WHEREAS, the Board of Commissioners finds and confirms that in the preparation and/or consideration of the proposed amendments to Chapter 818- Permit, Certificate, and Approval Revocation, both the Board of Commissioners and the Plan Commission gave reasonable regard to: the Comprehensive Land Use Plan of Monroe County, Indiana; current conditions and the character of current structures and uses in each district; the most desirable use for which the land in each district is adapted; the conservation of property values throughout the jurisdiction; and responsible development and growth;

NOW, THEREFORE, be it resolved by the Board of Commissioners as follows:

Section I. Monroe County Zoning Ordinance Chapter 818- Permit, Certificate, and Approval Revocation shall be, and hereby is, amended by adding **Revocation Procedure following the First Revocation Notice:**

CHAPTER 818

ZONING ORDINANCE: PERMIT, CERTIFICATE, AND APPROVAL REVOCATION

818-1. Authority to Revoke

Any permit, certificate or approval issued or granted under this ordinance may be revoked by the Administrator, in accordance with the provisions of this chapter, if the Administrator finds that the recipient of the permit, certificate or approval ("recipient") fails to use, develop or maintain the subject property in accordance with the plans submitted, the requirements and standards of this ordinance, any additional requirements or conditions imposed by the County, Board, Commission or Administrator, or any commitments or self-imposed conditions made by the recipient.

818-2. Effect of Revocation

- (A) No person may continue to improve or make use of the subject property after a permit, certificate or approval has been revoked.
- (B) The County, Board, Commission, or Administrator may not issue any additional permits, certificates or approvals directly affecting or relative to the subject property until the basis for the revocation has been removed by the applicant or the matter otherwise resolved by the County, Board, Commission, Administrator or recipient.

818-3. Revocation Procedure – First Revocation Notice

- (A) If the Administrator finds that sufficient grounds exist for the revocation of a permit, certificate or approval, the Administrator shall send the recipient ten (10) days written notice of intent to revoke, shall inform the recipient of the specific basis found to justify revocation, and shall specify the actions necessary to avoid revocation.
- (B) Within five (5) days of giving notice of intent to revoke, the Administrator shall, upon request, review the basis of the intended revocation with the recipient.
- (C) The recipient shall implement the actions specified by the Administrator within ten (10) days of the date of notice or within such other reasonable time as may be determined by the Administrator.
- (D) If the Administrator revokes a permit, certificate or approval, the Administrator shall send the recipient with a written notice of revocation which specifies the specific basis of the revocation and which informs the recipient of his right to appeal the Administrator's action.

818-4. Revocation Procedure following the First Revocation Notice

- (A) If the Administrator finds that sufficient grounds exist for the revocation of a permit, certificate or approval, the Administrator shall send the recipient written notice of revocation, and shall inform the recipient of the specific basis found to justify revocation. If the Administrator revokes a permit, certificate or approval, the Administrator shall send the recipient with a written notice of revocation which specifies the specific basis of the revocation and which informs the recipient of their right to appeal the Administrator's action.

818-54. Appeal of Revocation

- (A) The revocation of any permit, certificate or approval may be appealed to the Board by any person claiming to be adversely affected by the revocation.
- (B) Every appeal shall be filed within fourteen (14) days from the date of the order, requirement, decision or determination.
- (C) Notice of hearing on the appeal shall be given ten (10) days prior to the Board's hearing date and may be made a part of the Notice of Hearing by the Administrator.
- (D) The Board's hearing on the Administrator's action shall be de novo, in the same manner as though the application was originally filed with the Board.
- (E) The decision of the Board with respect to revocation shall be the final administrative decision on the subject. Any further appeal would be to the courts through writ of certiorari.

[end of chapter]

Section II. Effective Date.

This ordinance shall be in full force and effect upon passage.

SO APPROVED AND ADOPTED by the Board of Commissioners of the County of Monroe, Indiana, this 5th day of May, 2021.

BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA

"Yes" Votes

Julie Thomas, President

Lee Jones, Vice President

Penny Githens, Commissioner

"No" Votes

Julie Thomas, President

Lee Jones, Vice President

Penny Githens, Commissioner

Attest:

Catherine Smith, Monroe County Auditor



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

The Federal American Rescue Plan involves direct funding to the County, this ordinance sets up the fund for that purpose.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:

ORDINANCE NO. 2021-19

An ordinance to amend Chapter 270 of the Monroe County Code by adding Section 73 to Chapter 270, which establishes the American Rescue Plan Act Fund

WHEREAS, the federal government has adopted the American Rescue Plan (ARP) which has been signed into law by the President; and

WHEREAS, the federal government has adopted the American Rescue Plan (ARP) which has been signed into law by the President; and

WHEREAS, it is necessary to establish a new fund in the Auditor's Office into which the proceeds of the ARP are to be deposited;

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

270-73 American Rescue Plan Act Fund

1. There is created a new fund with the Auditor's Office that shall be entitled "American Rescue Plan Act Fund", and the Auditor has issued a fund number of 8950 with respect to these funds and such funds shall be non-reverting.
2. The purpose of the funds is to be used for only the following reasons as set forth in §603(C) of the ARP in accordance with US Treasury Guidance:
 - A. To respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or to aid the impacted industries such as tourism, travel and hospitality;
 - B. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the county that are performing such essential, or by providing grants to eligible employers that eligible workers who perform essential work;
 - C. For the provision of government services to the extent of the reduction in revenue of the county due to the COVID-19 public health emergency relative to revenues collected in 2019; or
 - D. To make necessary investments in water, sewer or broadband infrastructure as approved by the US. Treasury.
3. The funds shall be appropriated by the County's fiscal body before use.
4. All expenditure of funds shall be approved by the Board of Commissioners with any and all claims to be paid from the County's ARP fund.

5. The Board of Commissioners, in collaboration with the County's fiscal body and others, will establish the plan, conditions, and rules upon which the funds are to be requested and used.
6. Any unused funds shall be paid back to the United States Treasury when required.
7. The Auditor shall keep accurate and complete financial records of the receipt and expenditure of any and all funds deposited and paid from this new Fund.
8. No money received in the ARP fund shall be used for any type of deposit into any pension fund.

Duly adopted by the following vote of the members of the Monroe County Commissioners, this 5th day of May, 2021.

BOARD OF COMMISSIONERS OF MONROE COUNTY

"AYES"

Julie Thomas, President

Lee Jones, Vice President

Penny Githens, Commissioner

ATTEST: May 5th, 2021

Catherine Smith, Auditor

"NAYS"

Julie Thomas, President

Lee Jones, Vice President

Penny Githens, Commissioner



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

Recently the State legislature approved SB 5, which required creation of an appeals process for appealing Health Emergency Health Enforcement Action. This ordinance creates that process.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:

ORDINANCE 2021-20

An ordinance to add Chapter 3-- of the Monroe County Code concerning Emergency Health Order Enforcement Action Appeal.

WHEREAS, the Monroe County Commissioners desire to revise Chapter of the Monroe County Code to reflect changes in State Law; and,

WHEREAS, the Monroe County Commissioners find that the proposed amendments would promote the health, safety, comfort and general welfare of the citizens of Monroe County.

NOW, THEREFORE, be it ordained by the Board of Commissioners of Monroe County, Indiana that Chapter is added to read as follows:

CHAPTER

EMERGENCY HEALTH ORDER ENFORCEMENT ACTION APPEAL PROCEDURES

3---1. Applicability

This Chapter only applies to enforcement action, as defined under IC 16-18-2-114.8, issued or taken by the Monroe County Board of health or local health officer in response to:

- (A)** A declared local public health emergency determined by the local health department or local health officer; or
- (B)** A disaster emergency declared by the governor under IC 10-14-3-12.

3—2. Appeal Requirements

- (A)** The appeal must be received by the Monroe County Auditor not more than seven (7) days from the date of issuance by the enforcement action.
- (B)** The appeal must be in writing, must state the name of the person appealing, that person's address, home and work telephone numbers, and the issues which are the basis of the appeal. The appeal must be signed, subject to the penalties for perjury, by the person appealing. A copy of the written health enforcement action must be attached to the appeal.
- (C)** The Auditor shall, upon request, provide assistance in physically writing the appeal. However, the Auditor is not responsible for the content of the appeal and has no duty to advise the person appealing how the appeal should be written.
- (D)** If the Auditor has physically written the appeal, the Auditor shall read its text to the person appealing before the person signs it.
- (F)** If signature is by the mark of the person appealing, the mark shall be witnessed

by the Auditor or a notary public.

- (G) The appeal need not be in any particular form, but a form will be provided for the convenience of those who choose to use it.

3---3. Determination of Hearing—consolidation of appeals

Within fifteen (15) days of receipt of the appeal, the County Commissioners may determine whether to hear the appeal based upon the criteria listed in section 4 of this chapter. If the Commissioners determine to hear the appeal, notice will be sent to the Health Department and to the person's email, if provided, and home address. The notice will state the time and place for the public meeting where the appeal will take place. Such hearing will be within fifteen (15) days of the determination. If the Commissioners determine deny a hearing on the appeal, notice of denial shall be issued in the same manner. If not determination is made within 15 days of application, the appeal is deemed denied.

If two or more appeals are filed from the same order or involve common questions of law and fact. The appellant or Health Department may request consolidation of the appeals, such request must be in writing, at least 7 days before the scheduled hearing date, with notice of the request sent to all parties by the requestor. The Commissioners can, after reviewing the request, may consolidate the appeals.

Except during the hearing, either party may only share information with the County Commissioners in writing, a copy of the writing must be shared with all parties.

3---4. Order of Hearing

The order of the hearing shall be as follows:

- (A) The person appealing (hereafter, the "Appellant") shall present the basis for the appeal, and call any witnesses in support of the appeal.
- (B) The Health Department shall have the opportunity to question the appellant and supporting witnesses at the conclusion of each witness's presentation.
- (C) The Health Department shall have the opportunity to respond and call witnesses.
- (D) The appellant shall have the opportunity to question the Health Department and the Health Department's witnesses at the conclusion of each witness's presentation.
- (E) The Commissioners, or their designated hearing officer, shall have the right to question any participant at any point during the hearing.
- (F) The hearing shall be informal, and legal rules of evidence shall not apply.

3---5. Standards of Review

In accordance with IC 16-20-5.5:

In determining the hearing an appeal, the Board of Commissioners or hearing officer shall

be governed by the Emergency Health Order issued by the Health Officer or Health Board, and approved by the County Commissioners. The Commissioners shall review each appeal to determine if implementation of the order causes harm due to any one of the following:

1. Enforcing the health order would have an inverse impact to individuals experiencing a disability,
2. The appellant has a compelling interest that justifies deviation from the health order and have taken measures that insures public health; or,
3. Appellant appeals that no violation of the emergency health order occurred.

3---6. Subpoena

A subpoena of a witness or for production of evidence may be issued by the President of the Board of Commissioners if requested by the appellant or the Health Department. The Commissioners may apply for an order from the Monroe Circuit Court to enforce the subpoena.

3---7. Attendance Requirements

- (A) The appellant must be present at a hearing conducted by the Board of Commissioners or a hearing officer.
- (B) The Health Department shall be notified in writing of the hearing date and time pursuant to section, but the failure of the Health Department or the Department's representative to be present is not a cause for postponement of the hearing unless the Health Department requests and is granted a continuance.
- (C) A continuance requested by the Health Department does not reduce the period required for a written decision by the Commissioners.

3---8. Decision Requirements--Hearing

The Board of Commissioners, following any hearing under this chapter, shall issue a written decision that must:

Appear in the official records of the board;

- (1) Be issued to the appellant and the Health Department not more than fifteen (15) working days following the date of the hearing;
- (2) State the legal and factual basis for the decision;
- (3) Advise the appellant and the Health Department of the right to judicial review; and

All records of concerning a request for appeal and any documentation resulting from the investigation and hearing of the appeal, including the determination, shall be maintained by the Auditor's office.

3---9. Hearing Officer Appointment

(A) In the event a majority of the Board of Commissioners is unable to hear an appeal under this Chapter, any single Commissioner is authorized to act as the Hearing Officer.

(B) The Commissioners' Attorney, or in his absence, any member of the Legal Department is appointed review officer for the purpose of screening appeal requests which he/she determines, following screening, are seriously procedurally deficient, such as those filed more than seven (7) days from the date of issuance by the enforcement action or those which are unsigned,

Adopted this ____ day of May, 2021.

MONROE COUNTY BOARD OF COMMISSIONERS

“YEAS”

“NAYS”

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens, Commissioner

Penny Githens, Commissioner

ATTEST:

Catherine Smith, Monroe County Auditor

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: _____

Item for Formal Meeting?

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion

(Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda:

Include VENDOR's Name in title if appropriate

Vendor #

All Grants must complete the following

Is this a grant request? Yes

If new vendor, enter 'NEW'

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown

Up Front Payment

County IS Pass Through

Federal Agency: _____

Federal Program: _____

CFDA # _____

Federal Award Number and Year: _____

Or other identifying number

Pass Through Entity _____

Amount Received

Federal: _____

State: _____

Local Match:

Total Received:

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

Fund Name: _____

Fund Number _____

Amount: _____

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

Executive Summary:

Person Presenting: _____

Department: _____

Attorney who reviewed: _____

County Legal Review required prior to submission of this form for all contracts

Resolution 2021-21

A Resolution Supporting COVID-19-related Relief

Come now the Monroe County Board of Commissioners ("Commissioners"), who pledge Monroe County's assistance and financial support for emergency relief efforts, related to the Coronavirus 19 outbreak ("COVID-19"), and state the following:

WHEREAS, on March 6, 2020, Indiana Governor, Eric J. Holcomb, declared a Public Health Emergency and issued Executive Order 20-02, which has been extended and modified; and

WHEREAS, when the Governor utilizes his executive authority to declare an emergency, Indiana Code 10-14-3-12 and 10-14-3-17, provide political subdivisions the ability to respond and to waive procedures and formalities, where necessary; and,

WHEREAS, Monroe County adopted procedures for management of emergencies, which are codified in Monroe County Code 450; and,

WHEREAS, supporting the work of social service agencies through the provision of Community Services Grants has long been a tradition of Monroe County Government, since its adoption of Resolution 2008-51 and 2013-15; and

WHEREAS, because Indiana is facing a Public Health Emergency and because of the pressure, uncertainty, and financial tension resulting from the outbreak of COVID-19, the Monroe County Board of Commissioners ("Commissioners") wish to support Pantry 279, a local not for profit who provides a valuable food service to County residents, by providing funding.

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

The County Council has appropriated funds for COVID 19 relief, the Board of Commissioners will allocate ten thousand dollars (\$10,400) to support Pantry 279 food pantry.

Approved this _____ day of _____, 2021, by the Board of Commissioners of Monroe County, Indiana.

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens, Member

Penny Githens, Member

ATTEST: _____, Catherine Smith, Auditor



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal ☒ Work session ☐ Department

Title to appear on Agenda:

Vendor #

Executive Summary:

The addendum is for the Mt. Tabor Road, Bridge #13 replacement. The additional costs are related to additional geotech investigations, Environmental Field Survey and Reporting and the Mitigation Plan.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:



AZTEC Engineering Group, Inc.
320 W 8th Street, Suite 100
Bloomington, IN 47404
P: 812.717.2555 | D: 812.717.2554
www.aztec.us

ADDENDUM #01 to SCOPE OF SERVICES
Mount Tabor Road Bridge Project
Monroe County Public Works Department
Project Number: INMUN1602-10
Revised: April 27, 2021

PROJECT STATUS

Design of Mt. Tabor Road Bridge is approximately 85% complete as of the time of this addendum request. The preferred option carried forward at the 30% submission is a 400 ft. span bridge which does not increase the base flood elevation of Bean Blossom Creek by more than .14 ft. AZTEC developed bridge and roadway plans of the preferred option and submitted them to Monroe County for a 60% review.

The process of discovery regarding the project impacts on environmental features is underway with preliminary coordination of the Construction in a Floodway (CIF) permit completed. Through this coordination with IDNR, AZTEC learned that the tree mitigation requirement will be replacement of removed trees at a 2.5:1 ratio.

Comments received from the County at the 60% plan submission included changes to AZTEC's original MOT scheme which allowed for a short-duration (4 weeks) closure to construct tie-ins from the new alignment of Mt. Tabor to the existing road. The County has specified that Mt. Tabor Road must be maintained open at all times, which extends the MOT and segments of temporary roadway north and south of the bridge and increases the overall project impacts.

BASIS OF ESTIMATE

ADDENDUM #01 PROJECT SCOPE

There are three design tasks included in the Addendum #01. The following text describes Scope of Services for each task to be provided for Monroe County.

1. Wick Drain Design and Additional Geotechnical Investigation

Geotechnical investigation on the project has revealed poor clay soils in the new roadway and bridge alignment of Mt. Tabor Road. Bedrock is deep throughout much of the adjacent floodplain in what long ago was the original Bean Blossom Creek bed. The soils are poor quality clay with high moisture content. These conditions introduce an issue with long settlement times for road embankment as the proposed Mt. Tabor Road alignment approaches the bridge. The geotechnical subconsultant analysis of settlement indicated years of settlement time if the embankment is preloaded on existing soils. This led to their recommendation for wick drains to accelerate settlement to approximately 2 months.



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Wick drains were introduced to the County at a comment resolution meeting on Sept. 21, 2020. The most viable alternative to wick drains is to increase the bridge span to avoid the poor soils. Wick drain design is included in the scope for AZTEC's geotechnical engineering subconsultant to design the wick drain system. Additional geotechnical borings are also included in the scope and fee estimate.

2. Environmental Services

A. Task 6 -- Environmental Field Survey and Reporting (Little River Consultants, LLC)

- Survey an additional conservatively estimated 5-acres for waters of the US, including streams and wetlands
- Amend the existing Waters of the US delineation report to include mapping for all waters of the US present in the additional 5-acre area
- Conduct a tree inventory within the 100-year floodway limits in the project footprint (approximately 3.6 acres), including mapping the location of each tree and a count by diameter size class
- Map any additional potential Indiana bat/northern long-eared bat roost trees within the tree inventory area

Deliverables

All deliverables are assumed to consist of a draft and final version and are anticipated to include:

- Amended Waters of the US Delineation Report
- Tree Inventory Data

B. AZTEC will utilize Little River Consultants, LLC for the following:

- Task 6 – Environmental Field Survey and Reporting

C. The County will provide the following:

- Review and approval of right of entry letters requesting permission to survey prior to AZTEC mailing to landowners

D. Assumptions regarding Environmental Services include the following:

- This estimate includes the cost of developing a mitigation plan, but does not include the cost of implementing the mitigation

3. Mitigation Plan

- A.** AZTEC will prepare a mitigation plan that covers all areas where unavoidable habitat impacts occur within the project limits. This plan will follow the DNR's Habitat Mitigation guidelines. The mitigation plan will cover impacts to 7 potential Indiana Bat roost trees and non-wetland forest. Impacts to non-wetland forest vegetation will be mitigated at a 2.5:1 replacement ratio.



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- B. AZTEC will design a seed mix that is comprised of native grasses, sedges, wildflowers, and hardwood trees and shrubs that is to revegetate all bare and disturbed areas within the project limits.
- C. AZTEC will prepare landscape planting plans that identify species and location of new native hardwood trees to be placed along the top edge of the bank and right-of-way.

4. **Key Staff**

AZTEC will provide the following key staff, each listed with their primary role:

| <u>Staff member</u> | <u>Role</u> |
|---------------------|--------------------------------|
| Mike Shirley | Project Principal/Quality Mgr. |
| Adrian Reid | Senior Project Manager |
| Brad Faris | Roadway Lead |
| Tim Mahon | Hydraulics/Drainage Lead |
| John Gleason | Structures Lead |
| Mike Myers | Environmental Lead |
| Steve Lohide | Landscape/Mitigation Lead |

5. **Schedule**

The following contract milestones are based on the following *revised* schedule needed to comply with County (non-federal) funding:

| <u>Milestone</u> | <u>Date</u> | <u>Notes</u> |
|----------------------------|------------------|---------------------------------|
| Notice to Proceed | August 15, 2019 | Issued by Monroe County |
| Alternative Analysis (30%) | October 25, 2019 | Includes site data collection |
| 60% plan submission | September 2020 | Submit to County and Utilities |
| 95% plan submission | August 2021 | Finalize permits, plans for ROW |
| Begin ROW Acquisition | August 2021 | ROW Exhibits, APAs, Appraisals |
| Public Bidding | November 2021 | County bidding process |
| Award of Contractor Bid | December 2021 | Issue NTP March 2021 |

6. **Acknowledgement of MCC 266-5(D)**

Approval of this addendum includes AZTEC's acknowledgement of the following:

All service contracts shall be subject to the relevant provisions of the Monroe County Code of Ethics and to the contract assurances required by the Monroe County Title VI and ADA transition plans.

SUMMARY OF ESTIMATED COSTS

Firm: AZTEC ENGINEERING GROUP, INC.
320 W. 8th Street, Suite 100
Bloomington, IN 47404
Phone: 812-717-2555

Project Name: Mt. Tabor Road Bridge
County Project Number:
AZTEC Project No.: INMUN1602-10
Date: December 21, 2020
Revision: 2

DERIVATION OF COST PROPOSAL - SUMMARY

(Round Figures to the nearest \$1.00)

PROJECT DESIGN

Estimated Direct Labor - Design of Mt. Tabor Road Bridge

| Classification | Estimated Person-Hours | On-Call Hourly Billing Rate | Labor Costs |
|--------------------------|---------------------------|-----------------------------------|-------------|
| Senior Project Manager | 40 | \$ 190.00 | \$ 7,600 |
| Discipline Leader | 72 | \$ 165.00 | \$ 11,880 |
| Project Engineer | 102 | \$ 150.00 | \$ 15,300 |
| Engineer/Designer | 164 | \$ 105.00 | \$ 17,220 |
| Technician/Drafter | 0 | \$ 90.00 | \$ - |
| Survey Crew | 0 | \$ 169.00 | \$ - |
| Project Assistant/Admin. | 0 | \$ 60.00 | \$ - |
| Totals | 378 | | \$ 52,000 |

Total Estimated Labor - AZTEC \$ 52,000

DIRECT EXPENSES

| | |
|---|------|
| Mileage - 10 months x 50 miles/month x \$0.50/mile | \$ - |
| Half size plan sets - 65 shts @ \$0.20/sht x 1 set x 3 submittals | \$ - |
| Full size sheets - 65 shts @ \$2/sht x 3 submittals | \$ - |
| ROW Recording Fees - 8 parcels @ \$100 each + Route Plat Recording Fees | \$ - |
| Public meeting materials (boards, pamphlets, take-aways) | \$ - |

Total Direct Expenses - AZTEC \$ -


Total AZTEC (Lump Sum) \$ 52,000

SUB-CONSULTANT WORK (LUMP SUM)

| | |
|---|-----------|
| Patriot Engineering - Geotech | \$ 25,000 |
| Little River Consultants - Environmental Task 6 | \$ 10,000 |
| Courtland Title - Title Search | |
| Monroe-Owen Appraisals - Appraisals | |
| First Appraisal Group - APAs & Review Appraisals | |
| Todd Taylor - ROW Buying Services | |
| Northpointe Engineering & Surveying - Supplemental Survey | \$ - |

Total Subconsultant (Lump Sum) \$ 35,000

Total Estimated Contract Value \$ 87,000


Adrian Reid, P.E., Project Principal

4/27/2021
DATE

TEAM AZTEC

MT. TABOR ROAD BRIDGE
PROPOSED SHEET COUNT AND HOURS FOR FINAL DESIGN

| 1. PRELIMINARY DESIGN | | | | | | | | | | | |
|--|-------|-----------|---------|-------------|--------|----|----|-----|-----|------|----|
| DESCRIPTION | SCALE | NO. SHTS. | HRS/SHT | TOTAL HOURS | Sr. PM | DL | PE | E/D | T/D | CREW | PA |
| Data Collection & Review of Material | | | | 0 | | | | | | | |
| Development of Alternative Alignments and Structure Concepts | | | | 0 | | | | | | | |
| Development of Alternative Analysis Matrix (Including Impacts, costs, etc) | | | | 0 | | | | | | | |
| Preparation of DRAFT Alternative Analysis MEMO of Recommended Concept | | | | 0 | | | | | | | |
| Submittal and Presentation to MONROE COUNTY | | | | 0 | | | | | | | |
| Preparation of FINAL Alternative Analysis MEMO of Recommended Concept | | | | 0 | | | | | | | |
| Subtotal Data Collection Items | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 2. MEETINGS | | | | | | | | | | | |
| DESCRIPTION | SCALE | NO. SHTS. | HRS/SHT | TOTAL HOURS | Sr. PM | DL | PE | E/D | T/D | CREW | PA |
| Public Hearings/Public Meetings (2 meetings @ 3 persons @ 2 hours) | | | | 0 | | | | | | | |
| Permit Coordination Meetings (3 meetings @ 4 persons @ 2 hours) | | | | 0 | | | | | | | |
| County Boards & Commissions Meetings (3 meetings @ 1 persons @ 2 hours) | | | | 0 | | | | | | | |
| Status Update Meetings (10 meetings @ 5 persons @ 1.5 hours) | | | | 0 | | | | | | | |
| Pre-bid Meeting (1 meeting @ 2 persons @ 2 hours) | | | | 0 | | | | | | | |
| Subtotal Meeting Preparation / Participation Items | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 3. TOPOGRAPHIC SURVEY & ROUTE PLAT | | | | | | | | | | | |
| DESCRIPTION | SCALE | NO. SHTS. | HRS/SHT | TOTAL HOURS | Sr. PM | DL | PE | E/D | T/D | CREW | PA |
| Control - Boundary corners | | | | 0 | | | | | | | |
| Topo verification | | | | 0 | | | | | | | |
| Topo survey | | | | 52 | | | 12 | 40 | | | |
| Plats / Legals | | | | 5 | | 6 | | | | | |
| Quality Control | | | | | | | | | | | |
| Subtotal Topographic Survey & Route Plat Items | | | | 58 | 0 | 6 | 12 | 40 | 0 | 0 | 0 |
| 4. ROADWAY FINAL DESIGN | | | | | | | | | | | |
| DESCRIPTION | SCALE | NO. SHTS. | HRS/SHT | TOTAL HOURS | Sr. PM | DL | PE | E/D | T/D | CREW | PA |
| Cover Sheet & Index | | 1 | 0 | 0 | | | | | | | |
| Develop Project Base Sheets | | | | 0 | | | | | | | |
| General Notes/Typical Section | | 1 | 0 | 0 | | | | | | | |
| Detail Sheets | | 2 | 0 | 0 | | | | | | | |
| Plan and Profile (P&P) Sheets | | 3 | 0 | 0 | | | | | | | |
| Signing and Marking Sheets | | 1 | 0 | 0 | | | | | | | |
| MOT Sheets | | 2 | 0 | 0 | | | | | | | |
| Cross-section Drawings | | 4 | 0 | 0 | | | | | | | |
| Comment Review, Responses, & Resolution Meetings | | | | 0 | | | | | | | |
| Quantities/Cost Estimate/Bid Specifications | | | | 0 | | | | | | | |
| Quality Control | | | | 0 | | | | | | | |
| Subtotal Roadway Items | | 15 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

TEAM AZTEC
MT. TABOR ROAD BRIDGE
PROPOSED SHEET COUNT AND HOURS FOR FINAL DESIGN

| 5. UTILITY COORDINATION | | | | | | | | | | | |
|--|-------|-----------|---------|-------------|--------|----|----|-----|-----|------|----|
| DESCRIPTION | SCALE | NO. SHTS. | HRS/SHT | TOTAL HOURS | Sr. PM | DL | PE | E/D | T/D | CREW | PA |
| Utility Information Collection (maps, as-builts, etc.) | | | | 0 | | | | | | | |
| Utility Conflict Assessment/Documentation | | | | 0 | | | | | | | |
| Utility Coordination (4 utilities @ 2 hours each - Additional) | | | | 0 | | | | | | | |
| Utility Field Check Meetings (2 mtgs @ 3 persons @ 2 hours) | | | | 0 | | | | | | | |
| Comment Review, Responses, & Resolution Meetings | | | | 0 | | | | | | | |
| Subtotal Utility Items | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 6. STRUCTURE DESIGN | | | | | | | | | | | |
| DESCRIPTION | SCALE | NO. SHTS. | HRS/SHT | TOTAL HOURS | Sr. PM | DL | PE | E/D | T/D | CREW | PA |
| BRIDGE PLANS | | | | | | | | | | | |
| General Plan, Elevation and Index | | | | 0 | | | | | | | |
| Typical Section | | | | 0 | | | | | | | |
| General Notes and Quantities | | | | 0 | | | | | | | |
| Foundation Plan | | | | 0 | | | | | | | |
| Foundation Details | | | | 0 | | | | | | | |
| Abutment Plan and Elevation | | | | 0 | | | | | | | |
| Abutment Details | | | | 0 | | | | | | | |
| Pier Elevation | | | | 0 | | | | | | | |
| Pier Details | | | | 0 | | | | | | | |
| Bridge Railing | | | | 0 | | | | | | | |
| Approach Slab Details | | | | 0 | | | | | | | |
| Deck Joint and Bearing Pad Details | | | | 0 | | | | | | | |
| Miscellaneous Details | | | | 0 | | | | | | | |
| RETAINING WALL PLANS | | | | | | | | | | | |
| General Plan and Elevation | | | | 0 | | | | | | | |
| Notes and Quantities | | | | 0 | | | | | | | |
| Typical Section and Details | | | | 0 | | | | | | | |
| GENERAL | | | | | | | | | | | |
| Coordination (Consult spec, Drainage) | | | | 0 | | | | | | | |
| Comment Review, Responses, & Resolution Meetings | | | | 0 | | | | | | | |
| Quantities/Cost Estimate/Bid Specifications | | | | 0 | | | | | | | |
| Quality Control | | | | 0 | | | | | | | |
| Subtotal Structural Items | | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 7. FINAL DRAINAGE DESIGN | | | | | | | | | | | |
| DESCRIPTION | SCALE | NO. SHTS. | HRS/SHT | TOTAL HOURS | Sr. PM | DL | PE | E/D | T/D | CREW | PA |
| Data Collection | | | | 0 | | | | | | | |
| Hydraulic Modeling (HEC-RAS) | | | | 0 | | | | | | | |
| Data Analysis | | | | 0 | | | | | | | |
| Hydraulic Modeling for 401/404, CLOMR | | | | 0 | | | | | | | |
| Final Hydraulic Modeling (HEC-RAS) | | | | 0 | | | | | | | |
| Storm Water Detail Sheets & General Notes | | | | 0 | | | | | | | |
| Culvert Design (Plan & Profile Sheets) | | 3 | 0 | 0 | | | | | | | |
| Hydrology (Peak Discharges for Culvert Sizing) | | | | 0 | | | | | | | |
| Rule 5 Sediment Trap / Basin sizing | | | | 0 | | | | | | | |
| Preliminary Drainage Report | | | | 0 | | | | | | | |
| Final Drainage Report | | | | 0 | | | | | | | |
| Quantities/Cost Estimate/Bid Specifications | | | | 0 | | | | | | | |
| Quality Control | | | | 0 | | | | | | | |
| Subtotal Drainage Items | | 3 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

TEAM AZTEC
MT. TABOR ROAD BRIDGE
PROPOSED SHEET COUNT AND HOURS FOR FINAL DESIGN

| 8. ENVIRONMENTAL SERVICES | | | | | | | | | |
|--|-------|-----------|---------|-------------|--------|----|-----|-----|----|
| DESCRIPTION | SCALE | NO. SHTS. | HRS/SHT | TOTAL HOURS | Sr. PM | DL | PE | E/D | PA |
| Task 1 - Section 404/401 Regional General Permit 001 Notifications | | | | | | | | | |
| Impact Assessments | | | | 0 | | | | | |
| RGP Notification Package to USACE | | | | 0 | | | | | |
| RGP Notification Package to IDEM | | | | 0 | | | | | |
| Coordination | | | | 0 | | | | | |
| QA/QC | | | | 0 | | | | | |
| Task 2 - Biological Assessment/Evaluation | | | | | | | | | |
| Research | | | | 0 | | | | | |
| Prepare Biological Assessment/Evaluation | | | | 0 | | | | | |
| Coordination | | | | 0 | | | | | |
| QA/QC | | | | 0 | | | | | |
| Task 3 - Cultural Resource Assessment | | | | | | | | | |
| Research | | | | 0 | | | | | |
| Data Request | | | | 0 | | | | | |
| Report | | | | 0 | | | | | |
| Coordination | | | | 0 | | | | | |
| QA/QC | | | | 0 | | | | | |
| Task 4 - Rule 5 Permitting | | | | | | | | | |
| Basic Plan Elements | | | | 0 | | | | | |
| Active Construction Component | | | | 0 | | | | | |
| Post-Construction Component | | | | 0 | | | | | |
| Coordination | | | | 0 | | | | | |
| QA/QC | | | | 0 | | | | | |
| Task 5 - Construction In a Floodway Permit Application | | | | | | | | | |
| Erosion & Sediment Control Plans (Up to 5 sheets for 90% Final submittal) | | 5 | 0 | 0 | | | | | |
| Erosion & Sediment Control Plan Details (Up to 4 sheets for 90% Final submittal) | | 4 | 0 | 0 | | | | | |
| Technical Specifications | | | | 0 | | | | | |
| Estimate of Probable Cost | | | | 0 | | | | | |
| Prepare SVPPP and Rule 5 NOI | | | | 0 | | | | | |
| QA/QC | | | | 0 | | | | | |
| Subtotal Environmental Items | | 9 | | 0 | 0 | 0 | 0 | 0 | 0 |
| 9. GENERAL ADMINISTRATION & POST-DESIGN SERVICES | | | | | | | | | |
| DESCRIPTION | SCALE | NO. SHTS. | HRS/SHT | TOTAL HOURS | Sr. PM | DL | PE | E/D | PA |
| Post Design Services During Construction | | | | 0 | | | | | |
| Administration of Subcontractors and Project Control | | | | 40 | 40 | | | | |
| Subtotal General Administration Items | | | | 40 | 40 | 0 | 0 | 0 | 0 |
| 10. MITIGATION PLAN | | | | | | | | | |
| DESCRIPTION | SCALE | NO. SHTS. | HRS/SHT | TOTAL HOURS | Sr. PM | DL | PE | E/D | PA |
| Mitigation Plan and Details (1"-30") | 30 | 6 | 21 | 126 | | 18 | 36 | 72 | |
| Development of Seed Mix | N/A | N/A | N/A | 6 | | 2 | 4 | 0 | |
| Landscape Planting Plan and Details (1"-30") | 30 | 4 | 21 | 84 | | 12 | 24 | 48 | |
| Technical Specifications | N/A | N/A | N/A | 10 | | 8 | 2 | 0 | |
| Estimate of Probable Cost | N/A | N/A | N/A | 10 | | 2 | 4 | 0 | |
| Coordination/Meetings | N/A | N/A | N/A | 24 | | 18 | 8 | 0 | |
| QA/QC | N/A | N/A | N/A | 20 | | 8 | 12 | 0 | |
| Subtotal General Administration Items | | | | 280 | 0 | 66 | 90 | 124 | 0 |
| SUMMARY OF HOURS | | | | | | | | | |
| SCALE | | NO. SHTS. | HRS/SHT | TOTAL HOURS | Sr. PM | DL | PE | E/D | PA |
| | | 27 | | 96 | 40 | 72 | 102 | 164 | 0 |
| TOTALS | | | | | | | | | |

TEAM AZTEC
MT. TABOR ROAD BRIDGE
PROPOSED SHEET COUNT AND HOURS FOR FINAL DESIGN

https://gruposyspa-my.sharepoint.com/personal/aztec_us/Documents/Desktop/20110423 - AZTEC - Mt. Tabor Fee Proposal - Mod 1.rtf



320 W. 8th St. / Ste. 100
Bloomington, IN 47404
Tel: (812) 717-3555

Task Order #11

Project: Monroe County On-Call Project No.: INMUN1602-10
Client: Monroe County Highway Dept. Task Order: #11 - Mt Tabor Rd. Bridge - Addendum #01
Address: 501 N. Morton St., Suite 216
Bloomington, IN 47404

I. Description of Task Order:

Supplements Mt. Tabor Road Bridge Replacement design with additional services for environmental assessments and wetland delineation, wick drain design, and a mitigation plan for tree removal. Task Order 11 supplements Task Order 10, which is base contract for design services for Mt. Tabor.

II. Compensation for Amendment:


| | | |
|---|--------------------|---------------------|
| ORIGINAL CONTRACT SUM: | | <u>\$646,298.00</u> |
| NET CHANGE BY TASK ORDER: | | |
| PREVIOUS TASK ORDERS THROUGH CURRENT NO. | <u>1</u> | <u>\$646,298.00</u> |
| TASK ORDER #11 (Lump Sum): | <u>\$87,000.00</u> | <u>\$87,000.00</u> |
| TASK ORDER #11 TOTAL: | | <u>\$87,000.00</u> |
| CONTRACT SUM TO DATE (TASK ORDERS 10-11): | | <u>\$733,298.00</u> |

This fully executed task order shall become part of the Professional Services Agreement dated January 26, 2016.

MONROE COUNTY BOARD OF COMMISSIONERS

AZTEC ENGINEERING GROUP, INC.

By: _____

By: 

Name/Title: Julie Thomas, President

Name: Adrian Reid, P.E.

By: _____

Title: Assoc. Vice President/Office Principal

Name/Title: Penny Githens

Date: 4/28/2021

By: _____

Name/Title: Lee Jones, Member

Date: _____



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

The proposal provides architectural design services: Measuring existing building area and equipment, draw the existing plan, furnish, preliminary schemes of remodel, and include relocation of equipment and addition of updated furniture.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:

PROPOSAL

Angela Purdie
Commissioners' Administrator
100 W. Kirkwood Ave. Rm 323
Bloomington, Indiana 47404

April 30, 2021

Project: Preliminary Design for Monroe County Highway Department Relocation

Client: Monroe County

Proposal of Architectural Design Services:

- Measure existing building area and equipment.
- Draw existing plan.
- Furnish preliminary schemes of remodel.
- Include relocation of office equipment and space planning for new furniture.

The Client acknowledges that:

1. In the case of unresolved conflicts between the Client and the Architect, they will first seek nonbinding mediation.
2. The Client agrees to the fullest extent permitted by law, to limit the liability of the Architect and his sub-consultants on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Architect and his sub-consultants to all those named shall not exceed \$3,500. Such claims and causes include, but are not limited to, negligence, professional errors or omissions, strict liability, breach of contract or warranty.
3. The Architect and his sub-consultants shall perform their services as expeditiously as is consistent with the professional skill and care ordinarily provided by architects and consultants practicing in the same or similar locality under the same or similar circumstances.

Billing:

1. Hourly rates: Architect: \$140/hr.; CAD Professional: \$85/hr.; Code Consultant: \$205/hr.
2. Estimate of \$2,500 - \$3,500
3. The Architect's services will be billed at the first of each month for the work completed and the payments will be due within 30 days.

MICHAEL CHAMBLEE – ARCHITECT
1833 COUNTRY CLUB RD. NASHVILLE, INDIANA 47448 C: 812-345-2942

PROPOSAL

If this proposal is acceptable, please sign below.

Title

Date

Respectfully submitted,



Michael Chamblee

MICHAEL CHAMBLEE – ARCHITECT
1833 COUNTRY CLUB RD. NASHVILLE, INDIANA 47448 C: 812-345-2942



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

The board of Commissioners requested quotes from three different Solar providers. We received two responses and the proposal from Solar Energy Solutions is the lowest most responsible quote.

The proposal provides design, engineering and management, Panels, Inverter, Wiring and Installation.

This awards the project and a contract will be forthcoming. No expenses associated with this action.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:



Solar Energy Solutions & Monroe County

DRAFT SCOPE OF SERVICES (03/25/2021)

49.2 kW (DC) solar electric system providing estimated 52,447 kWh yr. production

- Design, engineering and management
- Photovoltaic panels
 - 120 Trina Solar TSM-DEG20MC.20(II) 410W modules
 - Mounted with landscape orientation using EJOT and Everest racking on ENE azimuth metal roof surface
- Inverter
 - SMA inverters with 2017 NEC panel level rapid disconnect compliance and Shade Fix technology
 - Array level production monitoring (Wi-Fi or Cat 5 connected) and alert systems
- Wiring and installation
 - All labour required for installation and commissioning of the system
 - All consumables, small and miscellaneous parts
 - All permitting, inspection, utility administration and fees
- Warranty
 - SES 1-year parts and labour warranty
 - 25-year panel power production warranty
 - 12-year panel materials warranty
 - 10-year inverter warranty (extendable option)
- Presumptions
 - Sales tax exemption status
 - 120V/240V electrical system voltage
 - Non-prevailing wage status
 - No roof vent/penetration movement



TOTAL COST INSTALLED AND COMMISSIONED (EXC SALES TAX)

\$83,228

Client Signature/Date:_____

SES Signature/Date:_____

Raising the bar in innovative
DC MLPE solar power systems



RSD-S-PLC

- Meets NEC 2017 & 2020 (690.12) requirements
- Executes rapid shutdown of system when Transmitter-PLC signal is absent
- Meets SunSpec requirements

RSD-S-PLC Technical Data

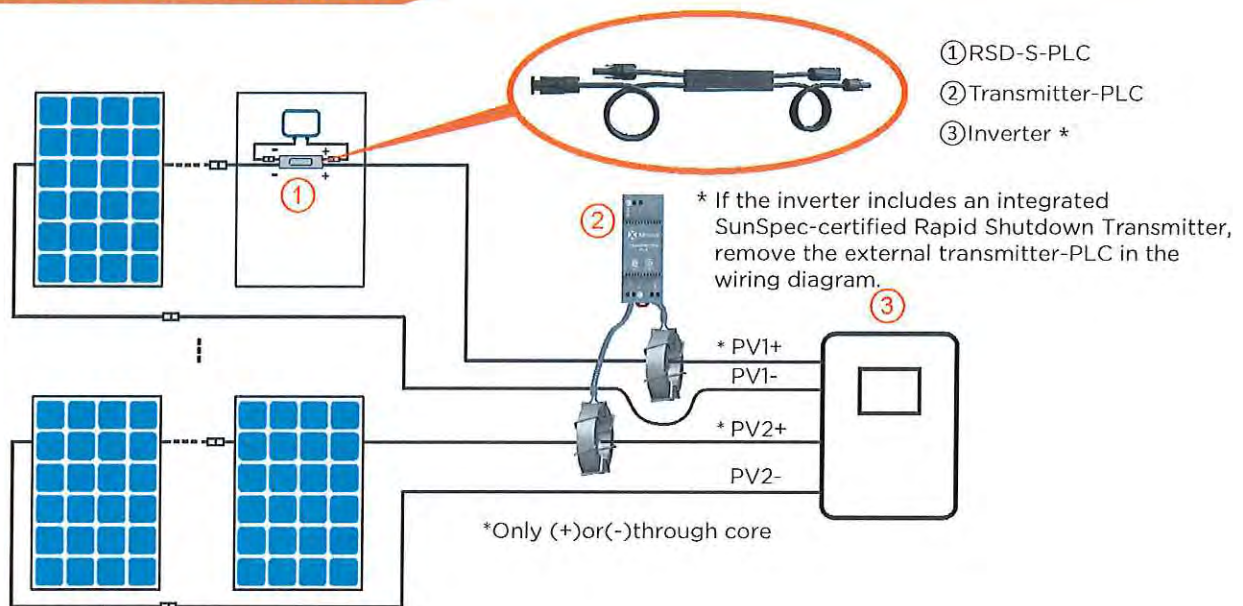
| Model | RSD-S-PLC |
|---|---|
| Input Data (DC) | |
| Input Operating Voltage Range | 8-80V |
| Maximum Cont. Input Current (Imax) | 15A |
| Output Data (DC) | |
| Output Operating Voltage Range | 8-80V |
| Maximum System Voltage | 1000V/1500V |
| Mechanical Data | |
| Operating Ambient Temperature Range | -40 °F to +185 °F (-40 °C to + 85 °C) |
| Dimensions (without cable & connectors) | 5" x 1.2" x 0.6"(129 mm x 30 mm x 16 mm) |
| Cable Length | Input 250mm/Output 1200mm |
| Cable Cross Section Size | TUV:4mm ² /UL:12AWG |
| Connector | MC4 or Customize |
| Enclosure Rating | NEMA Type 6P/IP68 |
| Over Temperature Protection | Yes |
| Features & Compliance | |
| Communication | PLC |
| Safety Compliance | NEC 2017 & 2020 (690.12); UL1741; CSA C22.2 No. 330-17; IEC/EN62109-1; 2PFG2305 |
| EMC Compliance | FCC Part15; ICES-003;IEC/EN61000-6-1/-2/-3/-4 |

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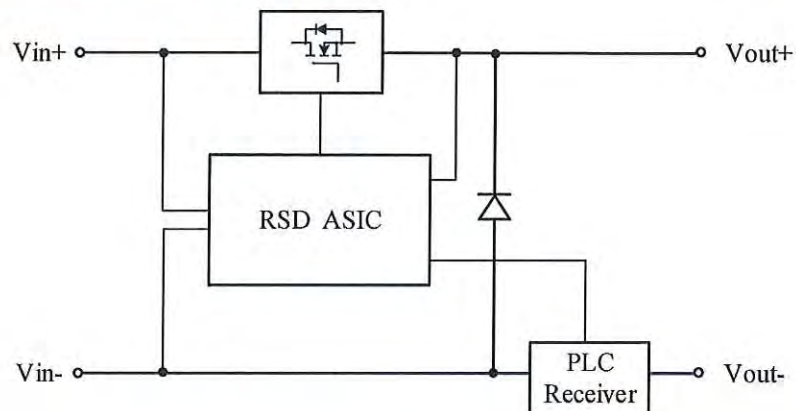


The RSD-S-PLC meets SunSpec requirements, maintaining normal function by continually receiving a heartbeat signal from the APsmart Transmitter. The RSD executes rapid system shutdown when the Transmitter signal is absent. Users can manually execute rapid shutdown using Transmitter breaker switch.

RSD-S-PLC Wiring Diagram



Working Schematic Diagram



ORDERING INFORMATION

| | |
|--------|--|
| 405002 | 1500V UL/1000V TUV, 1.2m cable, MC4 |
| 405001 | 1000V UL/TUV, 1.2m cable, Customized connector |



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