

# MONROE COUNTY COUNCIL

Monroe County Courthouse, Room 306 100 W Kirkwood Avenue Bloomington, Indiana 47404 Office: 812-349-7312 CouncilOffice@co.monroe.in.us Trent Deckard, President Jennifer Crossley, President Pro Tempore Marty Hawk Peter Iversen Geoff McKim Cheryl Munson Kate Wiltz

# COUNCIL MEETING AGENDA Tuesday, April 9, 2024 at 5:00 pm Nat U. Hill Meeting Room and Teams Connection

Click here to join the meeting

Meeting ID: 261 480 065 293 Passcode: 75mXxn

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

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"Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Monroe County, should contact the Monroe County Title VI Coordinator, E Sensenstein, (812) 349-7314, <u>esensenstein@co.monroe.in.us</u>, as soon as possible, but no later than forty-eight (48) hours before the scheduled event. Individuals requiring special language services should, if possible, contact the Monroe County Title VI Coordinator at last seventy-two (72) hours prior to the date on which the services will be needed. The meeting is open to the public."

#### 1. CALL TO ORDER

#### 2. PLEDGE OF ALLEGIANCE

#### 3. ADOPTION OF AGENDA

- **4. PUBLIC COMMENT** items NOT on the agenda (limited to 3 minutes per speaker)
- 5. DEPARTMENT UPDATES *items NOT on the agenda (limited to 10 minutes per department)* -Martha Miller: Soil and Water Management District -Christine McAfee: Probation-JDAI Coordinator

#### 6. COUNCIL LIAISON UPDATES

#### **7. CONSENT AGENDA ITEMS** – *No items.*

#### 8. AVIATION DEPARTMENT, Carlos Laverty

# A.Request Approval of an Additional AppropriationAviation Building, 4802-000030112Hangar Repair and Maintenance\$70,000

The Department has requested an additional appropriation in support of a comprehensive refurbishment of the maintenance and operations facility. The project includes repairs to the masonry and roof, new energy efficient windows, HVAC, insulation, a restroom to accommodate the growing multi-gender workforce, and the establishment of a secondary egress point of safety. The space will also be fitted with new office and training areas for staff.

#### 

| В. | Request the Creation of New Account Lines and Simultaneously Approve Additional |           |                  |  |  |  |  |
|----|---|-----------|------------------|--|--|--|--|
|    | Appropriations  |           |                  |  |  |  |  |
|    | <u>Airport Infrastructure, 8187-0000</u>  |           |                  |  |  |  |  |
|    | 30006 Contractual (Federal)   | \$513,693 | New Account Line |  |  |  |  |
|    | 30082 Contractual – State Match   | \$ 28,538 | New Account Line |  |  |  |  |

The Department received a Federal Aviation Administration grant for the Airport Master Plan Study. The total grant amount is \$570,770 with the ratio as follows: 90% Federal, 5% State, and 5% Local. The Department has requested the creation of a fund and three (3) appropriation lines for each portion. This is a performance period-based grant. Therefore, pay requests are submitted based on percentage of work completed.

TOTAL \$570,770

\$ 28,539

New Account Line

C. Request the Approval of a Fund-to- Fund Transfer FROM: Cumulative Capital Development, 1138-0000 60100 Transfer Out Fund-to-Fund \$28,539 TO: Airport Infrastructure Grant, 8187-0000 00992 Transfer Funds into Fund \$28,539

30081 Contractual – County Match

The Department has requested a fund-to-fund transfer from Fund 1138 to Fund 8187. The cash transfer will cover the local match portion of the grant in Item B. The transfer was approved by the Board of Commissioners on 03/27/24.

| 9. | HIGHWAY DEPARTMENT, Lisa Ridge  |                              |          |                  |    |  |
|----|---|------------------------------|----------|------------------|----|--|
|    | Request Approval of the Creation of New Account Lines and Simultaneously Approve an Additiona |                              |          |                  | 80 |  |
|    | Approp  | priation                     |          |                  |    |  |
|    | Cumula  | ative Bridge, 1135-0000      |          |                  |    |  |
|    | 39390   | Baby Creek Road, Bridge #629 |          | New Account Line |    |  |
|    | 39403   | Rockport Road, Bridge #308   |          | New Account Line |    |  |
|    | 39405   | Dillman Road, Bridge #83     |          | New Account Line |    |  |
|    | 39406   | Eagleson Avenue, Bridge #922 |          | New Account Line |    |  |
|    | 39404   | Small Structure Inventory    | \$25,000 |                  |    |  |

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The Department has requested the creation of account lines in the Cumulative Bridge Fund. In the event that an item is not covered under the grant, it can be paid out of the project line in Cumulative Bridge. This will enable the Department to track the overall cost of the project during future audits. The Department anticipates future invoices for the small structure inventory for the existing contract. The Department missed adding this amount to the 2025 Budget.

#### 10. JAIL/CORRECTIONAL CENTER, Phil Parker, Kyle Gibbons, and Jordan Miller Request Approval of the Creation of New Account Lines and Additional Appropriations Correctional LIT-Jail. 1233-0000

|         | TOTAL                     | \$402,        | 570.00        |                  |
|---------|---------------------------|---------------|---------------|------------------|
| 18201   | PERF                      | <u>\$ 46,</u> | <u>914.00</u> |                  |
| 18101   | FICA                      | \$ 25,        | 274.00        |                  |
| 17310   | Training Bonus            | \$            | 1.00          |                  |
| 17208   | Uniforms                  | \$            | 1.00          |                  |
| 17203   | Shift Pay                 | \$            | 1.00          |                  |
| 17101   | Overtime                  | \$            | 1.00          |                  |
| 10649   | Correctional Officer      | \$ 55,        | 063.00        | New Account Line |
| 10648   | Correctional Officer      | \$ 55,        | 063.00        | New Account Line |
| 10647   | Correctional Officer      | \$ 55,        | 063.00        | New Account Line |
| 10646   | Correctional Officer      | \$ 55,        | 063.00        | New Account Line |
| 10645   | Correctional Officer      | \$ 55,        | 063.00        | New Account Line |
| 10644   | Correctional Officer      | \$ 55,        | 063.00        | New Account Line |
| Contect | .ionai Lit-Jan, 1233-0000 | <u> </u>      |               |                  |

The Department has requested an additional appropriation due to the addition of six (6) Correctional Officers for the Transition Team. These positions were approved on 3/26/24 and added to the 2024 Salary Ordinance.

## 11. SHERIFF'S OFFICE, Phil Parker, Jordan Miller, and Jamie Jahnke A. Request Approval of a De-Appropriation

Request Approval of a De-Appropriation General Fund-Sheriff, 1000-0005

17101 Overtime \$1,445.32

Narrative for Items A and B: The Department is requesting to correct CHIRP expenses into the CHIRP grant.

| в. | B. Request Approval of an Additional Appropriation |          |            |  |  |  |
|----|--|----------|------------|--|--|--|
|    | Operation Pullover, 8103-0000                      |          |            |  |  |  |
|    | 17101  | Overtime | \$1,445.32 |  |  |  |

| С. | Request Approval of an Additional Appropriation |         |  |  |  |
|----|---|---------|--|--|--|
|    | JAG Grant-Sheriff, 8143-0000                    |         |  |  |  |
|    | 23901 Deputy Equipment                          | \$7,355 |  |  |  |

The Department is requesting an additional appropriation for federal funding that should be receipted into the Jail commissary account from the JAG grant.

84

87

92

#### 12. ASSESSOR'S OFFICE, Judy Sharp

#### A. Request Approval to Amend Position Descriptions

-Administrator to the PTABOA Level 2 (formerly Administrative Assistant to PTABOA)
-Administrator to the PTABOA Level 3 (formerly Administrative Assistant to PTABOA)
-GIS Assessment Administrator (New Position)
-GIS Assessment Specialist
-Sales Disclosure Specialist
-Market Data Analysis Administrator (formerly titled Sales Disclosure Supervisor)
-Property Director (formerly titled Reassessment Property Specialist Supervisor)
-Assistant Property Director (New Position)
-Real Estate Reassessment Specialist
-Personal Property Specialist Supervisor
-Personal Property Assessment Specialist
-Floating Assessor Specialist (New Position)

The Department requested a review of all their job descriptions. During the review process, the Assessor requested the creation of three (3) job descriptions: GIS Assessment Administrator, Assistant Property Director, and Floating Assessor Specialist. The three (3) new job descriptions reflect duties being performed by current employees. The Waggoner, Irwin, and Scheele (WIS) Recommendation was reviewed by the Personnel Administration Committee (PAC) on 04/02/24. PAC Members approved amending five (5) position classification levels and forwarding all positions on to Council with a positive recommendation for approval. PAC Members also approved forwarding a positive recommendation of moving all positions from a 35- to a 40-hour work week.

| В. | Reques        | Request to Amend the 2024 Salary Ordinance   |          |         |            |  |  |  |  |  |
|----|---------------|--|----------|---------|------------|--|--|--|--|--|
|    | <u>Genera</u> | eral Fund-Assessor, 1000-0008                |          |         |            |  |  |  |  |  |
|    | FROM:         |  |          |         |            |  |  |  |  |  |
|    | 10025         | Real Estate Reassessment Specialist          | 35 Hours | COMOT B | Non-Exempt |  |  |  |  |  |
|    | 10026         | Reassessment Property Specialist Supervisor  | 35 Hours | COMOT C | Non-Exempt |  |  |  |  |  |
|    | 10027         | Real Estate Reassessment Specialist          | 35 Hours | COMOT B | Non-Exempt |  |  |  |  |  |
|    | 10029         | Personal Property Specialist Supervisor      | 35 Hours | COMOT C | Non-Exempt |  |  |  |  |  |
|    | 10030         | Personal Property Assessment Specialist      | 35 Hours | COMOT B | Non-Exempt |  |  |  |  |  |
|    | 10092         | GIS Assessment Specialist                    | 35 Hours | COMOT C | Non-Exempt |  |  |  |  |  |
|    | 10093         | Administrative Assistant to the PTABOA-Lvl 3 | 35 Hours | COMOT C | Non-Exempt |  |  |  |  |  |
|    | 10094         | Administrative Assistant to the PTABOA-Lvl 2 | 35 Hours | COMOT C | Non-Exempt |  |  |  |  |  |
|    | 10095         | Personal Property Assessment Specialist      | 35 Hours | COMOT B | Non-Exempt |  |  |  |  |  |
|    | 10096         | Sales Disclosure Specialist                  | 35 Hours | COMOT B | Non-Exempt |  |  |  |  |  |
|    | 10097         | Sales Disclosure Supervisor                  | 35 Hours | COMOT C | Non-Exempt |  |  |  |  |  |
|    | TO:           |  |          |         |            |  |  |  |  |  |
|    | 10025         | Floating Assessor Specialist                 | 40 Hours | COMOT C | Non-Exempt |  |  |  |  |  |
|    | 10026         | Property Director                            | 40 Hours | PAT D   | Non-Exempt |  |  |  |  |  |
|    | 10027         | Assistant Property Director                  | 40 Hours | COMOT D | Non-Exempt |  |  |  |  |  |
|    | 10029         | Personal Property Specialist Supervisor      | 40 Hours | COMOT D | Non-Exempt |  |  |  |  |  |
|    | 10030         | Personal Property Assessment Specialist      | 40 Hours | COMOT C | Non-Exempt |  |  |  |  |  |
|    | 10092         | GIS Assessment Administrator                 | 40 Hours | PAT B   | Non-Exempt |  |  |  |  |  |
|    | 10093         | Administrator to PTABOA-Level 3              | 40 Hours | PAT B   | Non-Exempt |  |  |  |  |  |
|    | 10094         | Administrator to PTABOA-Level 2              | 40 Hours | PAT B   | Non-Exempt |  |  |  |  |  |
|    | 10095         | Real Estate Assessment Specialist            | 40 Hours | COMOT C | Non-Exempt |  |  |  |  |  |
|    | 10096         | GIS Assessment Specialist                    | 40 Hours | COMOT C | Non-Exempt |  |  |  |  |  |
|    | 10097         | Market Data Analysis Administrator           | 40 Hours | PAT A   | Non-Exempt |  |  |  |  |  |
|    |               |  |          |         |            |  |  |  |  |  |

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| С. | Request to Amend the 2024 Salary Ordinance   |  |  |  |  |  |
|----|--|--|--|--|--|--|
|    | Sales Disclosure, 1131-0000  |  |  |  |  |  |
|    | FROM:  |  |  |  |  |  |
|    | 10028 Sales Disclosure Specialist 35 Hours COMOT B Non-Exempt                                  |  |  |  |  |  |
|    | TO:  |  |  |  |  |  |
|    | 10028 Sales Disclosure Specialist 40 Hours COMOT C Non-Exempt<br>Effective Date: April 7, 2024 |  |  |  |  |  |

165

#### MEETING RECESS – 6:30 pm

#### 13. LEGAL DEPARTMENT, Molly Turner-King

# A. Request Approval of Resolution 2023-02 Regarding Knowledge, Skills, and Abilities Procedures <sup>169</sup>

Legal Counsel has prepared an amendment to Resolution 2023-02 Establishing a Policy to Recognize Knowledge, Skills, and Abilities for Non-Monroe County Government Applicants, Current Permanent Part-time Employees Applying for Full-time employment, and Eligible Transferring Monroe County Employees. The amendment clarifies current Monroe County part-time employment history for full-time KSA consideration. The amendment also addresses a situation during which an applicant has both Monroe County Government and other prior law enforcement history.

# B. Request Approval of Resolution 2024-15 Establishing Procedures for Payment of Accumulated <sup>179</sup> Compensatory Time

Legal Counsel has amended and prepared a Resolution outlining the payment procedures for accumulated compensatory time when Monroe County employees leave employment with Monroe County or transfer between Monroe County Departments.

#### 14. AMERICAN RESCUE PLAN ACT (ARPA) BOARD OF COMMISSIONERS/AUDITOR'S OFFICE

A. Request Approval of Additional Appropriations

American Rescue Plan Act Fund, 8950-0000

| Personnel Category | \$8,000,000 |
|--------------------|-------------|
| Supplies Category  | \$8,000,000 |
| Services Category  | \$8,000,000 |
| Capital Category   | \$8,000,000 |

The Board of Commissioners and County Council are reviewing American Rescue Plan Act (ARPA) Projects. The amount of available ARPA funds of \$8,000,000 was advertised across all categories to give Commissioners and Council flexibility in their project appropriation decision. Disbursements of appropriated funds for ARPA Projects are contingent on the inclusion of the projects within the Ordinance establishing Monroe County's ARPA plan and passage of the plan by the Board of Commissioners.

## This item was tabled from the March 26, 2024, Council Meeting.

B. Request Approval of De-Appropriations <u>American Rescue Plan Act Fund, 8950-0000</u> Personnel Category \$500,000 Supplies Category \$500,000 Services Category \$500,000 Capital Category \$500,000

This item was tabled from the March 26, 2024, Council Meeting.

#### 15. COUNCIL COMMENTS

#### 16. ADJOURNMENT





The PALS Partnership is designed to support the parent/caregiver and youth relationship through an interactive, ground-based equine experience. This twelve (12) week program supports the healthy development of social-emotional and leadership skills, while learning to build trust, set boundaries, and overcome challenges.

- Are you the parent or caregiver of a 12-17-yearold? Are you looking for new ways to connect with your child?
- Are you a youth between the ages of 12-17 looking for new ways to connect with the adults in your life?
- > Are you willing to be challenged, grow, and learn? Do you like having fun?

If you answered YES, to any of these questions, please consider joining us!

**Programming starts Wednesday, April 17, 2024 NO COST** - REGISTRATION IS REQUIRED - LIMITED SPACE



Registration deadline: Friday April 12, 2024

Contact Christine McAfee to register: (812) 349-2649 cmcafee@co.monroe.in.us

# THE MANUAL THE HOSPITAL Forgot to give you!



# **Empowering Parents. Transforming Teens**

• Learn how to never argue with your child again!

Prevent or intervene in alcohol or drug use!

Improve school attendance and performance!

Explore concrete solutions for media issues!

**The Parent Project** ©: A no-cost parenting education and support group to assist in changing destructive adolescent behavior is now available in Monroe County. *Won't you join us?* 

HOW: For more information and to register, please contact Christine McAfee (<u>cmcafee@co.monroe.in.us</u>) OR 812-349-2649

WHEN: Wednesday's - April 24 – June 26, 2024

- 5:30 8:30 pm
- Dinner will be provided

WHERE: Family Solutions – 1180 Liberty Drive, Bloomington, IN 47403

NO COST - SPACE IS LIMITED - REGISTRATION DEADLINE APRIL 17, 2024

Ready to feel empowered?

https://parentproject.com/

# Monroe County Council Agenda Request Form

*Complete <u>ALL</u> applicable highlighted areas below.* 

| DEPARTMENT: Aviation                                 | MEETING DATE REQUESTED (Tentative): April 9. 2024 |
|--|---|
| Request Presenter(s): Carlos Laverty                 | Phone: 812-825-5406                               |
| Was the Council Liaison notified prior to submitting | this Agenda Request: Yes                          |
| PURPOSE OF REQUEST: (Mark with an "X" in all app     | licable boxes)                                    |
| Creation of Account Line(s) and/or                   | Additional Appropriation(s)                       |
| Fund Name: 4802 Building                             |   |
| Transfer of Funds                                    |   |
| Category   |   |
| Fund Name:   |   |
| Fund to Fund   |   |
| Fund Name <b>A</b> :                                 |   |
| Fund Name <b>B</b> :                                 |   |
| Salary Ordinance Amendment Effective                 | Date of Amendment:                                |
| De-Appropriation of Account Lines                    |   |
| Fund Name:   |   |
| Other (Specify)                                      |   |

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

2) The Monroe County Airport respectfully submits a request for an additional appropriation of funds to the 4802 Building Fund, in support of a comprehensive refurbishment of our maintenance and operations facility. T

This project includes repairs to the masonry and roof, as well as new energy efficient windows, HVAC, insulation and a restroom to accommodate our growing multi-gender workforce and the establishment of a secondary egress point for safety. The space will also be fitted with new office and training areas for staff.

The projected cost for this vital enhancement of our airport's infrastructure is estimated at \$70,000.00.

Complete <u>ALL</u> corresponding agenda information on subsequent tabs. Forward <u>entire</u> Request Form with all supporting documents to: <u>councilrequests@co.monroe.in.us</u>

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

# **REQUEST CREATION OF NEW ACCOUNT LINE(S) AND/OR ADDITIONAL APPROPRIATION(S)**

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

| DEPARTMENT:              | Avia     |                  |           | MEETIN         | IG DATE REQUESTED (Tentative) | : 4/9/2024              |
|--------------------------|----------|------------------|-----------|----------------|-------------------------------|-------------------------|
| Fund Na                  |          |                  |           |                |                               | _                       |
| Fund Num                 | ber:     | 4802             | Lo        | cation Number: | 0000                          |                         |
| Account<br><u>Number</u> | Acco     | ount Description | <u>n</u>  |                |                               | Amount <u>Requested</u> |
| 30112                    | Han      | gar Repair and I | Maintenar | lce            |                               | 70000.00                |
|                          | <u> </u> | gai riopan ana i |           |                |                               |                         |
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|                          |          |                  |           |                |                               |                         |
|                          |          |                  |           |                |                               |                         |
|                          |          |                  |           |                | TOTAL REQUES                  | 70 000 00               |

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

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

#### AVIATION GRANT AGREEMENT

#### EDS # A249-24-AD240004

#### GRANT #00000000000000000081907

This Aviation Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Department of Transportation (the "State") and **MONROE COUNTY** (the "Grantee"), is executed pursuant to the terms and conditions set forth herein

Whereas, IC §8-21-11 establishes the Indiana Airport Development Grant Fund, one purpose of which is to enable the State to make grants to public use airports to match Federal Aviation Administration grants and for airport development projects for which federal grants are not available; and

**Whereas**, the Grantee is an entity described in IC §8-21-11-6 and is eligible to receive a grant from the Airport Development Fund; and

Whereas, the Grantee has submitted a project application for the Monroe County airport; and

Whereas, the Grantee has been awarded a grant by the Federal Aviation Administration ("FAA"), not to exceed \$513,693.00 (hereinafter referred to as the "FAA Grant"), herein attached as **INDOT Attachment 1** and incorporated fully by reference.

In consideration of those mutual undertakings and covenants, the parties agree as follows:

 Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a grant from the Airport Development Fund in the amount of \$28,538.50 (the "Grant") to the Grantee, a contribution by the State toward eligible costs of the services or project (the "Project") described in <u>INDOT</u> <u>Attachment 1</u> of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with IC §8-21-11 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 State Funds: Program Title: Airport Development Grant Fund

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

- A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its grant application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.
- B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a

person who has a critical influence on or substantive control over the operations of the Grantee.

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

- A. The Grantee shall implement and complete the Project in accordance with <u>INDOT Attachment 1</u> and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.
- B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a quarterly basis and shall contain such detail of progress or performance on the Project as is requested by the State.
- 4. Term. This Grant Agreement commences on February 23, 2024 and shall remain in effect through February 23, 2028 or final reimbursement is approved by the FAA, whichever occurs last. Unless otherwise provided herein, it may be extended upon the written agreement of the parties as permitted by state or federal laws governing this Grant.

#### 5. Grant Funding.

- A. The approved Project budget is set forth as **INDOT Attachment 2** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.
- B. The disbursement of Grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

#### 6. Payment of Claims.

- A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, the Grantee shall provide the 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. All final claims and reports must be submitted to the State prior to the expiration or termination of this Grant Agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. 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 <u>INDOT</u> <u>Attachment 1</u>, 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 <u>INDOT Attachment 2</u> and that unpaid costs have been properly accrued;
  - C. that the 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 Audits and Reporting Requirements; Maintenance of Records.

- A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.
- B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.331, the 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 **INDOT Attachment 3** (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 contractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from noncompliance. The Grantee shall immediately notify the State if any contractor 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 contractor for work to be performed under this Grant Agreement.
- 11. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

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

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace:
  (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.
- **12. Employment Eligibility Verification**. As required by IC §22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:
  - A. The Grantee has enrolled and is participating in the E-Verify program.
  - B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program.
  - C. The Grantee does not knowingly employ an unauthorized alien.
  - D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

**13. Funding Cancellation**. As required by Financial Management Circular 3.3 and IC §5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of

performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

- **14. Governing Law**. This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.
- 15. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. 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 or as provided in its Grant Application.
- **17. Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any contractors 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, first class U.S. mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.
  - A. Notices to the State shall be sent to:

Manager, Office of Aviation Indiana Department of Transportation 100 N. Senate Avenue, Room N758--Multimodal Indianapolis, IN 46204

With a copy to:

Chief Legal Counsel/Deputy Commissioner Indiana Department of Transportation 100 N. Senate Avenue, Room N758-Legal Services Indianapolis, IN 46204 B. Notices to the Grantee shall be sent to:

Monroe County Board of Aviation Commissioners 100 W. Kirkwood, Rm 204 Bloomington, IN 47404

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

- 19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 24, below; (2) this Grant Agreement, (3) exhibits prepared by the State, (4) invitation to apply for grant; (5) the grant application; and (6) exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.
- **20.** Public Record. The Grantee acknowledges that the State will not treat this Grant as containing confidential information, and 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 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. N/A

- 25. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. N/A
- 26. State Boilerplate Affirmation Clause. N/A

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#### Non-Collusion and 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 Grant Agreement by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Grant Agreement to the State of Indiana. I understand that my signing and submitting this Grant Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Grant Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Grant Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Grant Agreement 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: <u>https://secure.in.gov/apps/idoa/contractsearch/</u>.

**In Witness Whereof**, Grantee and the State have, through their duly authorized representatives, entered into this Grant. 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.

Grantee: MONROE COUNTY

-DocuSigned by:

By: William Pugli

Printed Name: William Pugh

Title: President BOARD

Date: 3/6/2024 | 18:14 PST

Indiana Department of Transportation

Martin 1 Blake - 00800 2D8A64F4F58E414...

Michael Smith, Commissioner Date: 3/7/2024 | 06:39 EST

| Electronically Approved by:<br>Department of Administration  |   |
|--|---|
| By: (for)<br>Rebecca Holw erda, Commissioner<br>Refer to Electronic Approval History found after the final<br>page of the Executed Contract for details. |   |
| Electronically Approved by:<br>State Budget Agency   | Approved as to Form and Legality:<br>Office of the Attorney General   |
| By: (for)<br>Zachary Q. Jackson, Director<br>Refer to Electronic Approval History found after the final<br>page of the Executed Contract for details.    | Form approval has been granted by the Office of the<br>Attorney General pursuant to IC 4-13-2-14.3(e) on<br>September 21, 2023 FA 23-37 |

### INDOT ATTACHMENT 1

3-18-0006-042-2024



FY 2024 AIRPORT INFRASTRUCTURE GRANT

GRANT AGREEMENT Part I - Offer

| Federal Award Offer Date |                              | February 23, 2024           |
|--------------------------|------------------------------|-----------------------------|
| Airport/Planning Area    |                              | Monroe County Airport       |
| Airport<br>Numbe         | : Infrastructure Grant<br>er | 3-18-0006-042-2024          |
| Unique                   | e Entity Identifier          | YJJVHV9E2EV6                |
| то:                      | Monroe County Boar           | d of Aviation Commissioners |
|                          | (herein called the "Sporsor" | )                           |

# FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 18, 2023, for a grant of Federal funds for a project at or associated with the Monroe County Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Monroe County Airport (herein called the "Project") consisting of the following:

Airport Master Plan Study: Airport Layout Plan, Exhibit A and Narrative Report

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

#### CONDITIONS

1. <u>Maximum Obligation</u>. The maximum obligation of the United States payable under this Offer is \$513,693.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

- \$ 513,693 for planning
- \$0 airport development or noise program implementation; and,
- \$0 for land acquisition.
- 2. <u>Grant Performance</u>. This Grant Agreement is subject to the following Federal award requirements:
  - a. Period of Performance:
    - Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
    - Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).
  - b. Budget Period:
    - For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the sponsor may charge to the Grant only allowable costs incurred during the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with and all Federal funding procurement requirements and FAA standards are allowable costs.
    - Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any

funds carried forward or other revisions pursuant to 2 CFR  $\$  200.308.

- c. Close Out and Termination
  - Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).
  - The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
- 3. <u>Ineligible or Unallowable Costs</u>. The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
- Indirect Costs Sponsor. The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
- 5. Determining the Final Federal Share of Costs. The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- 6. <u>Completing the Project Without Delay and in Conformance with Requirements</u>. The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
- 7. <u>Amendments or Withdrawals before Grant Acceptance</u>. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- Offer Expiration Date. This offer will expire and the United States will not be obligated to
  pay any part of the costs of the project unless this offer has been accepted by the Sponsor
  on or before March 22, 2024, or such subsequent date as may be prescribed in writing by
  the FAA.
- 9. <u>Improper Use of Federal Funds</u>. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds"

means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. <u>United States Not Liable for Damage or Injury</u>. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

#### 11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).
- Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <u>https://sam.gov/content/entity-registration</u>.
- 12. <u>Electronic Grant Payment(s)</u>. Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi elnvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. <u>Informal Letter Amendment of BIL Projects</u>. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

- 14. <u>Air and Water Quality</u>. The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
- <u>Financial Reporting and Payment Requirements</u>. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. <u>Buy American</u>. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
- <u>Build America, Buy American</u>. The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
- Maximum Obligation Increase. In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
  - a. May not be increased for a planning project;
  - May be increased by not more than 15 percent for development projects, if funds are available;
  - May be increased by not more than the greater of the following for a land project, if funds are available:
    - 1. 15 percent; or
    - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <a href="http://harvester.census.gov/facweb/">http://harvester.census.gov/facweb/</a>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

- 20. <u>Suspension or Debarment</u>. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
  - Verify the non-Federal entity is eligible to participate in this Federal program by:
    - Checking the Responsibility/Qualification records in the Federal Awardee Performance and Integrity Information System (FAPIIS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
    - Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
    - Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
  - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
  - Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

#### 21. Ban on Texting While Driving.

- In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - i. Establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and
    - Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

#### 22. Trafficking in Persons.

a. Posting of contact information.

- 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. Provisions applicable to a recipient that is a private entity.
  - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    - Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
    - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity
    - Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
    - Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either
      - a) Associated with performance under this Grant; or

b) Imputed to you or the subrecipient 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 our agency at 2 CFR Part 1200.

- c. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity
  - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
  - Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient 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 our agency at 2 CFR Part 1200.

- d. Provisions applicable to any recipient.
  - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
  - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
    - Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
  - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. Definitions. For purposes of this Grant Condition:
  - 1. "Employee" means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - 3. "Private entity":
    - Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
    - ii. Includes:

a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

- b) A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- 23. <u>BIL Funded Work Included in a PFC Application</u>. Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved

Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

- Exhibit "A" Property Map. The Exhibit "A" Property Map dated November 17, 2009, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 25. Employee Protection from Reprisal.
  - a. Prohibition of Reprisals.
    - In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
      - i. Gross mismanagement of a Federal grant;
      - ii. Gross waste of Federal funds;
      - iii. An abuse of authority relating to implementation or use of Federal funds;
      - iv. A substantial and specific danger to public health or safety; or
      - v. A violation of law, rule, or regulation related to a Federal grant.
    - Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
      - i. A member of Congress or a representative of a committee of Congress;
      - ii. An Inspector General;
      - iii. The Government Accountability Office;
      - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
      - v. A court or grand jury;
      - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
      - vii. An authorized official of the Department of Justice or other law enforcement agency.
  - b. Investigation of Complaints.
    - Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
    - Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
    - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).

- c. Remedy and Enforcement Authority.
  - Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
- 26. Prohibited Telecommunications and Video Surveillance Services and Equipment. The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

#### SPECIAL CONDITIONS

- 27. <u>Airport Layout Plan</u>. The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as described by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).
- 28. <u>Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business</u> <u>Enterprise (ACDBE) Program</u>. The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this Grant until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and, if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23).
- 29. <u>Master Plan Coordination</u>. The Sponsor agrees to coordinate this master planning study with metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.
- 30. <u>Airport Layout Plan (ALP) Coordination</u>. The Sponsor has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the airport is located, a copy of the proposed ALP or ALP amendment to depict the project and a copy of any airport master plan in which the project is described or depicted.
- 31. <u>Consultant Contract and Cost Analysis</u>. The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this Grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.
- 32. <u>Design Grant</u>. This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the

construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

- Mothers' Rooms. As a small, medium, or large hub airport, the Sponsor certifies it is in compliance with 49 U.S.C. § 47107(w).
- 34. <u>Buy American Executive Orders</u>. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

UNITED STATES OF AMERICA FEDERAL AVIATION ADMINISTRATION

<u>Deb Bartell</u> 24 11:35 CST) Deb Bartell (Feb 23 (Signature)

Deb Bartell

(Typed Name)

#### Manager, Chicago ADO

(Title of FAA Official)

<sup>&</sup>lt;sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C.

<sup>§ 1001 (</sup>False Statements) and could subject you to fines, imprisonment, or both.

#### Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated February 23, 2024

Monroe County Board of Aviation Commissioners (Name of Sponsor) Carlos Laverty (Feb 23, 2024 12:38 EST) (Signature of Sponsor's Authorized Official)

#### By: Carlos Laverty

(Typed Name of Sponsor's Authorized Official)

Title: Director

(Title of Sponsor's Authorized Official)

<sup>&</sup>lt;sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

#### CERTIFICATE OF SPONSOR'S ATTORNEY

#### I, E. Jeff Cockerill

, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of \_\_\_\_Indiana \_\_\_. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at February 23, 2024

By: E. Jeff Cockerill By: E. Jeff Cockerill (Feb 23, 2024 15:31 EST) (Signature of Sponsor's Attorney)

<sup>&</sup>lt;sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

# **INDOT ATTACHMENT 2**

|            |  | Fund 19580      | Fund 30364  | Fund 57750               |           |        |
|------------|--|-----------------|-------------|--------------------------|-----------|--------|
|            | SFY 2024 Starting Balance                        | \$1,637.59      | \$11,513.30 | \$3,600,000.00           |           |        |
|            | State GF Appropriation (FWA)                     | \$5,000,000.00  |             |                          |           |        |
|            | State GF Appropriation (St. Joseph)              | \$7,400,000.00  |             |                          |           |        |
|            | IDEM ELTF Transfer                               | . , ,           |             |                          |           |        |
|            | Legal Fund Augmentation                          | \$435,849.25    |             | \$435,849.25             |           |        |
| _          |  | \$12,837,486.84 | \$11,513.30 | \$4,035,849.25           |           |        |
|            |  | . , ,           |             | · , ,                    |           |        |
| PO #       | Airport Projects                                 |                 |             |                          | Project # | FFY    |
| 0020109450 | Hamilton County AA                               |                 |             | \$84,436.16              | 24103037  | 23     |
| 0020112405 | Hamilton County AA                               |                 |             | \$8,333.33               | 2310336A  | 23     |
| 0020111968 | Randolph County BOAC                             |                 |             | \$8,333.33               | 2388022A  | 23     |
| 0020109179 | Delaware County AA                               |                 |             | \$18,022.28              | 2459040   | 23     |
| 0020109178 | Richmond BOAC                                    |                 |             | \$3,245.00               | 2471027   | 23     |
| 0020112206 | Warsaw BOAC                                      |                 |             | \$2,582.50               | 2485023   | 23     |
| 0020112205 | Portland BOAC                                    |                 |             | \$6,284.44               | 2468024   | 23     |
| 0020112404 | Logansport/Cass County AA                        |                 |             | \$9,280.00               | 2451031   | 23     |
| 0020112403 | South Central Regional AA                        |                 |             | \$6,295.00               | 2441039   | 23     |
| 0020114026 | Fort Wayne\Allen County AA                       |                 |             | \$210,526.32             | 2422083   | 23     |
| 0020112402 | Fulton County AA                                 |                 |             | \$25,424.83              | 2472022   | 23     |
| 0020112447 | Greensburg BOAC                                  |                 |             | \$114,603.33             | 2431022   | 23     |
| 0020114044 | South Central Regional AA                        |                 |             | \$20,766.11              | 2441041   | 23     |
| 0020113063 | Peru BOAC  |                 |             | \$5,835.00               | 2466TC    | 20     |
| 0020114316 | South Central Regional AA                        |                 |             | \$10,250.00              | 2441040   | 23     |
| 0020113062 | Michigan City BOAC                               |                 |             | \$8,833.33               | 2455028   | 23     |
| 0020113064 | Columbus BOAC                                    |                 |             | \$54,350.00              | 2412037   | 23     |
| 0020114073 | IAA Metropolitan Airport                         |                 |             | \$18,941.22              | 2440031   | 23     |
| 0020114027 | Greenwood BOAC                                   |                 |             | \$82,965.61              | 2497040   | 23     |
| 0020114027 | South Central Regional AA                        |                 |             | \$89,635.00              | 2441042   | 23     |
| 0020113967 | Madison BOAC                                     |                 |             | \$7,169.50               | 2452031   | 23     |
|            | Delphi BOAC                                      |                 |             |                          |           |        |
| 0020114801 | •  |                 |             | \$8,333.33<br>\$8,055.55 | 24117022  | 23     |
| 0020114799 | Putnam County Regional AA                        |                 |             | \$8,055.55               | 2430027   | 23     |
| 0020114802 | French Lick BOAC<br>Fort Wayne\Allen County AA - |                 |             | \$36,222.22              | 2427026   | 23     |
| 0020115208 | State Project                                    | \$5,000,000.00  |             |                          |           | SFY 24 |
| 0020114798 | Kokomo BOAC                                      |                 |             | \$3,991.66               | 2344034A  | 23     |
| 0020117336 | Purdue University                                |                 |             | \$152,647.22             | 2445046   | 23     |
| 0020117619 | St. Joseph CountyAA -State<br>Project            | \$7,400,000.00  |             |                          |           | SFY 24 |
| 0020116327 | Daviess County BOAC                              |                 |             | \$1,727.38               | 2486024   | 23     |
| 0020116322 | Columbus BOAC                                    |                 |             | \$555,555.55             | 2412039   | 23     |
| 0020116326 | Kentland BOAC                                    |                 |             | \$38,000.00              | 2425019   | 23     |
| 0020116329 | Pulaski CountyBOAC                               |                 |             | \$25,085.22              | 2487017   | 23     |
| 0020116334 | Columbus BOAC                                    |                 |             | \$32,611.11              | 2412040   | 23     |

|            | TOTAL ADF                       |                 | \$763,411.82 |                          |                    |          |
|------------|---------------------------------|-----------------|--------------|--------------------------|--------------------|----------|
|            | Ending AD Fund Balance          | \$437,486.84    | \$5,937.19   | \$319,987.79             |                    |          |
|            | Project Total                   | \$12,400,000.00 | \$5,576.11   | \$3,715,861.46           |                    |          |
|            |                                 |                 |              |                          |                    |          |
|            | Monroe County BOAC              |                 |              | \$28,538.50              | 2406042            | 24       |
| 0020123129 | French Lick BOAC                |                 |              | \$12,555.55              | 2427027            | 24       |
| 0020123131 | Randolph County BOAC            |                 |              | \$3,839.50               | 2488024            | 24       |
| 0020123130 | LaPorte Municipal AA            |                 |              | \$8,508.33               | 2447032            | 24       |
| 0020120002 | St. Joseph County AA            |                 |              | \$1,258,818.83           | 2479063            | 23       |
| 0020119652 | Starke County AA                |                 |              | \$8,333.33               | 2443023            | 23       |
| 0020117637 | New Castle/Henry County<br>BOAC |                 |              | \$7,369.39               | 2461025            | 23       |
| 0020117635 | White County BOAC               |                 |              | \$8,333.33               | 2457026            | 23       |
| 0020117947 | DeKalb County AA                |                 |              | \$300,765.83             | 2404036            | 23       |
| 0020117191 | Crawfordsville BOAC             |                 |              | \$4,750.00               | 2415023            | 23       |
| 0020117641 | Crawfordsville BOAC             |                 |              | \$6,189.00               | 2415024            | 23       |
| 0020116439 | New Castle/HenryCounty<br>BOAC  |                 |              | \$5,728.00<br>\$8,055.55 | 2466028<br>2461026 | 23<br>23 |
| 0020119682 | Gary/Chicago AA<br>Peru BOAC    |                 |              | \$94,613.22              | 2428050            | 23       |
| 0020116343 | <b>v</b> 1                      |                 |              | \$32,611.11              | 2439032            | 23       |
| 0020116323 | Goshen BOAC                     |                 |              | \$9,275.00               | 2429024            | 23       |
| 0020117043 | Terre Haute AA                  |                 | \$5,576.11   |                          | 2482053            | 23       |
| 0020116488 | Evansville AA                   |                 |              | \$113,367.22             | 2420076            | 23       |
| 0020117634 | Dubois County AA                |                 |              | \$8,333.33               | 2435025            | 23       |
|            | Frankfort/Clinton County AA     |                 |              | \$8,055.55               | 2426028            | 23       |
| 0020116342 | <b>U</b>                        |                 |              | \$34,016.66              | 2437026            | 23       |
| 0020116325 | Greenwood BOAC                  |                 |              | \$16,222.22              | 2497041            | 23       |
| 0020116339 | Sullivan County BOAC            |                 |              | \$57,362.94              | 2480025            | 23       |
| 0020116324 | Paoli BOAC                      |                 |              | \$4,988.66               | 2464021            | 23       |
| 0020116341 | Sullivan County BOAC            |                 |              | \$16,888.88              | 2480026            | 23       |

# **INDOT ATTACHMENT 3**

Guidelines for filing the annual financial report:

- 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 any 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 credential for filing the E-1 and additional information can be obtained using the notforprofit@sboa.in.gov email address.
- 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.

Contract ID 0000000000000000081907

# **Document Approval Status**

SetID STIND

Supplier MONROE COUNTY

#### Review/Edit Approvers

# Agency Fiscal Approval

| TIND/000000000000000000000000000000000000  | 00081907 <b>:Approved</b> |
|--|---------------------------|
| Agency Fiscal Approval   |                           |
| Approved<br>Lucas Karr - 00800<br>Agency Fiscal Approval for SCM<br>03/07/24 - 7:53 AM |                           |

# IDOA Approval

| STIND/000000000000000000000000000000000000  | 31907 <b>:Approved</b> |
|---|------------------------|
| IDOA Legal Approval   |                        |
| Approved  |                        |
| <ul> <li>Redding,Sandra-061-Procq</li> <li>IDOA Legal Approval for SCM<br/>03/07/24 - 11:35 AM</li> </ul> |                        |

#### **SBA Approval**

| STIND/000000000000000000000000000000000000   | View/Hide Comments |
|--|--------------------|
| SBA Approval   |                    |
| Approved<br>Katie Hughes - 00057<br>SBA Analyst Approval for SCM<br>03/11/24 - 1:36 PM |                    |
| ▶ Comments   |                    |

Return to Document Management

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#### 3-18-0006-042-2024



U.S. Department of Transportation Federal Aviation Administration

Airports Division Great Lakes Region Illinois,Indiana,Wisconsin Chicago Airports District Office: 2300 E Devon Ave Des Plaines, IL 60018-4696

February 23, 2024

Dr. William Pugh President Monroe County Board of Aviation Commissioners 972 South Kirby Road Bloomington, IN 47403

Dear Dr. Pugh:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-18-0006-042-2024 at Monroe County Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

# You may not make any modification to the text, terms or conditions of the grant offer.

#### Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

- 1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
- 2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
- 3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
- 4. On the <u>same day or after</u> the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
- 5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than March 22, 2024.
- 6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi elnvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We <u>expect you to submit payment requests for reimbursement of allowable incurred project expenses</u> <u>consistent with project progress</u>. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

*Reporting.* Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  - 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  - 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit <u>FAA Form 5100-140</u>, <u>Performance Report</u> within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit <u>FAA Form 5370-1</u>, <u>Construction Progress and</u> <u>Inspection Report</u>, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

*Closeout.* Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Victor Iniguez, (847) 294-7436, Victor.M.Iniguez@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Deb Bartell Deb Bartell (Feb 23, 2024 11:35 CST)

Deb Bartell Manager, Chicago ADO



U.S. Department of Transportation Federal Aviation Administration

#### FY 2024 AIRPORT INFRASTRUCTURE GRANT

## **GRANT AGREEMENT**

| Part | - | Offer |  |
|------|---|-------|--|
|      |   |       |  |

| Federal Award Offer Date               | February 23, 2024           |
|--|-----------------------------|
| Airport/Planning Area                  | Monroe County Airport       |
| Airport Infrastructure Grant<br>Number | 3-18-0006-042-2024          |
| Unique Entity Identifier               | YJJVHV9E2EV6                |
| TO: Monroe County Board                | d of Aviation Commissioners |

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 18, 2023, for a grant of Federal funds for a project at or associated with the Monroe County Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Monroe County Airport (herein called the "Project") consisting of the following:

Airport Master Plan Study: Airport Layout Plan, Exhibit A and Narrative Report

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

#### CONDITIONS

1. <u>Maximum Obligation</u>. The maximum obligation of the United States payable under this Offer is \$513,693.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 513,693 for planning

- \$ 0 airport development or noise program implementation; and,
- \$0 for land acquisition.
- 2. <u>Grant Performance</u>. This Grant Agreement is subject to the following Federal award requirements:
  - a. Period of Performance:
    - 1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
    - 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).
  - b. Budget Period:
    - For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the sponsor may charge to the Grant only allowable costs incurred during the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with and all Federal funding procurement requirements and FAA standards are allowable costs.
    - 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any

funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination
  - 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).
  - 2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
- 3. <u>Ineligible or Unallowable Costs</u>. The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
- 4. <u>Indirect Costs Sponsor</u>. The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
- 5. <u>Determining the Final Federal Share of Costs</u>. The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- 6. <u>Completing the Project Without Delay and in Conformance with Requirements</u>. The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BiL (Public Law 117-58), the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
- 7. <u>Amendments or Withdrawals before Grant Acceptance</u>. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- 8. <u>Offer Expiration Date</u>. This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before March 22, 2024, or such subsequent date as may be prescribed in writing by the FAA.
- 9. <u>Improper Use of Federal Funds</u>. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds"

means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

- 10. <u>United States Not Liable for Damage or Injury</u>. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
- 11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <u>http://www.sam.gov</u>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <u>https://sam.gov/content/entity-registration</u>.
- 12. <u>Electronic Grant Payment(s)</u>. Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi elnvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. <u>Informal Letter Amendment of BIL Projects</u>. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

- 14. <u>Air and Water Quality</u>. The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
- 15. <u>Financial Reporting and Payment Requirements</u>. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. <u>Buy American</u>. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
- 17. <u>Build America, Buy American</u>. The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
- 18. <u>Maximum Obligation Increase</u>. In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
  - a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects, if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:
    - 1. 15 percent; or
    - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <a href="http://harvester.census.gov/facweb/">http://harvester.census.gov/facweb/</a>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

- 20. <u>Suspension or Debarment</u>. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
  - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
    - 1. Checking the Responsibility/Qualification records in the Federal Awardee Performance and Integrity Information System (FAPIIS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
    - Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
    - Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
  - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
  - c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

#### 21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - i. Establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and
    - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

#### 22. Trafficking in Persons.

a. Posting of contact information.

- 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. Provisions applicable to a recipient that is a private entity.
  - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    - I. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
    - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity
    - I. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
    - Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either
      - a) Associated with performance under this Grant; or

b) Imputed to you or the subrecipient 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 our agency at 2 CFR Part 1200.

- c. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity
  - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient 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 our agency at 2 CFR Part 1200.

- d. Provisions applicable to any recipient.
  - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
  - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
  - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. Definitions. For purposes of this Grant Condition:
  - 1. "Employee" means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
    - "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
    - 3. "Private entity":
      - Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
      - ii. Includes:

a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

b) A for-profit organization.

- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- 23. <u>BIL Funded Work Included in a PFC Application</u>. Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved

Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. <u>Exhibit "A" Property Map</u>. The Exhibit "A" Property Map dated November 17, 2009, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

#### 25. Employee Protection from Reprisal.

- a. Prohibition of Reprisals.
  - In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
    - i. Gross mismanagement of a Federal grant;
    - ii. Gross waste of Federal funds;
    - iii. An abuse of authority relating to implementation or use of Federal funds;
    - iv. A substantial and specific danger to public health or safety; or
    - v. A violation of law, rule, or regulation related to a Federal grant.
  - 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
    - v. A court or grand jury;
    - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
    - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
  - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).

- c. Remedy and Enforcement Authority.
  - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
- 26. <u>Prohibited Telecommunications and Video Surveillance Services and Equipment</u>. The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

# SPECIAL CONDITIONS

- 27. <u>Airport Layout Plan</u>. The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as described by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).
- 28. <u>Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business</u> <u>Enterprise (ACDBE) Program</u>. The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this Grant until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and, if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23).
- 29. <u>Master Plan Coordination</u>. The Sponsor agrees to coordinate this master planning study with metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.
- 30. <u>Airport Layout Plan (ALP) Coordination</u>. The Sponsor has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the airport is located, a copy of the proposed ALP or ALP amendment to depict the project and a copy of any airport master plan in which the project is described or depicted.
- 31. <u>Consultant Contract and Cost Analysis</u>. The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this Grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.
- 32. <u>Design Grant</u>. This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the

construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

- 33. <u>Mothers' Rooms</u>. As a small, medium, or large hub airport, the Sponsor certifies it is in compliance with 49 U.S.C. § 47107(w).
- 34. <u>Buy American Executive Orders</u>. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

l declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

## UNITED STATES OF AMERICA FEDERAL AVIATION ADMINISTRATION

Deb Bartell Deb Barteli (Feb 23, 2024 11:35 CST)

(Signature)

Deb Bartell

(Typed Name)

Manager, Chicago ADO

(Title of FAA Official)

<sup>&</sup>lt;sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

#### Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated February 23, 2024

Monroe County Board of Aviation Commissioners

(Name of Sponsor)

Carlos Laverty (Feb 23, 2024 12:38 EST)

By: Carlos Laverty

(Typed Name of Sponsor's Authorized Official)

Title: Director

(Title of Sponsor's Authorized Official)

<sup>(</sup>Signature of Sponsor's Authorized Official)

<sup>&</sup>lt;sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

#### CERTIFICATE OF SPONSOR'S ATTORNEY

I, E. Jeff Cockerill

, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of <u>Indiana</u>. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at February 23, 2024

E. Joff Cockerill By: E. Jeff Cockerill (Feb 23, 2024 15:31 EST)

(Signature of Sponsor's Attorney)

<sup>&</sup>lt;sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

#### A. General.

- 1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- 2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- 3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

# 2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

#### 3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the

duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

#### C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

#### 1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

#### FEDERAL LEGISLATION

- a. 49, U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act 29 U.S.C. § 201, et seq.
- d. Hatch Act 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1</sup>, <sup>2</sup>
- f. National Historic Preservation Act of 1966 Section 106 54 U.S.C. § 306108.1
- g. Archeological and Historic Preservation Act of 1974 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act 25 U.S.C. § 3001, et seq.
- I. Clean Air Act, P.L. 90-148, as amended 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 Section 102(a) 42 U.S.C. § 4012a.<sup>1</sup>
- I. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 Section 403 42 U.S.C. § 8373.1
- t. Contract Work Hours and Safety Standards Act 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 42 U.S.C. § 4321, et seq.<sup>1</sup>

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 Protection of Wetlands
- c. Executive Order 11998 Flood Plain Management
- d. Executive Order 12372 Intergovernmental Review of Federal Programs
- e. Executive Order 12699 Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 Environmental Justice
- g. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 Ensuring the Future is Made in all of America by All of America's Workers
- k. Executive Order 14008 Tackling the Climate Crisis at Home and Abroad

#### FEDERAL REGULATIONS

- a. 2 CFR Part 180 OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4, 5</sup>
- c. 2 CFR Part 1200 Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 Nondiscrimination on the Basis of Disability in State and Local Government Services.

- h. 28 CFR § 50.3 U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- 41 CFR Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 New Restrictions on Lobbying.
- n. 49 CFR Part 21 Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 Seismic Safety.

#### FOOTNOTES TO ASSURANCE (C)(1)

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

<sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

#### SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

#### 2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

#### 3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

- 4. Good Title.
  - a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
  - b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

#### 5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of

residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

#### 6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

#### 7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

#### 8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

#### 9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

#### 10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

#### 11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

#### 12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security

equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

#### 13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

#### 14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

#### 15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

#### 16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement. 17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

#### 18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### 19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

- 1. Operating the airport's aeronautical facilities whenever required;
- 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- 3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### 20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### 21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

#### 22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

- 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
- Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

#### 23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the

providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

#### 24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

#### 25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all

revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
- 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- 26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

- 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
- all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

#### 27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

#### 28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

#### 29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  - boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

- 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
- 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  - 1. eliminate such adverse effect in a manner approved by the Secretary; or
  - 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

#### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability

- Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
- 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (Monroe County Board of Aviation Commissioners), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

- e. Required Contract Provisions.
  - 1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations

into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

- 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, subrecipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

#### 31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  - 1. Reinvestment in an approved noise compatibility project;
  - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);

- 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
- 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  - 1. Reinvestment in an approved noise compatibility project;
  - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
  - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

#### 32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

#### 33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

#### 34. Policies, Standards, and Specifications.

It will carry out any project funded under a Bipartisan Infrastructure Law Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars

(<u>https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf</u>) for BIL projects as of May 18, 2023.

#### 35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

#### 36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

#### 37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport

Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

#### 38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

#### 39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  - 1. Describes the requests;
  - 2. Provides an explanation as to why the requests could not be accommodated; and
  - 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

# NEW FUND Location Report Not Available

|     | Selected Items   |           |      |
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# Monroe County Council Agenda Request Form

*Complete <u>ALL</u> applicable highlighted areas below.* 

| DEPARTMENT: Aviation                                 | MEETING DATE REQUESTED (Tentative): 4/9/2024 |
|--|--|
| Request Presenter(s): Carlos Laverty                 | Phone: 812-825-5406                          |
| Was the Council Liaison notified prior to submitting | this Agenda Request: Yes 🔽                   |
| PURPOSE OF REQUEST: (Mark with an "X" in all app     | licable boxes)                               |
| ✔ Creation of Account Line(s) and/or                 | Additional Appropriation(s)                  |
| Fund Name: Airport Infrastructure Grant              |  |
| <b>V</b> Transfer of Funds                           |  |
| Category   |  |
| Fund Name:   |  |
| Fund to Fund   |  |
| Fund Name <b>A</b> : <u>1138 - Cumulative Cap</u>    | tal Dev                                      |
| Fund Name <b>B</b> : 8187 - Airport Infrastruc       | sture Grant                                  |
| Salary Ordinance Amendment Effective                 | Date of Amendment:                           |
| De-Appropriation of Account Lines                    |  |
| Fund Name:   |  |
| Other (Specify) Create New Fund                      |  |

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

1) The Monroe County Airport received a Federal Aviation Administration grant for "Airport Master Plan Study: Airport Layout Plan, Exhibit A and Narrative Report." The total grant amount is \$570770 with the ratio as follows:

90% Federal\$5136935% State\$285385% Local\$28539

The Airport is requesting the creation of a fund, and within the fund, 3 appropriation lines for each portion. This is a performance period based grant. Therefore, pay requests are submitted based on percentage of work completed. This project appears on our 5 year Capital Improvement Plan.

The Airport is also requesting a fund-to-fund transfer from 1138 to 8187. The cash transfer will cover the local match portion of the grant. The County Commissioners are scheduled to review the grant contract on 3/27/2024.

The Monroe County Airport has been awarded an FAA grant to conduct a Master Plan Study, a critical initiative set to chart the facility's development over the next two to three decades. This study aims to assess and plan for various aspects of the airport's growth, including infrastructure enhancements, operational advancements, and expansion opportunities to cater to the evolving demands of aviation. Emphasizing safety, efficiency, and sustainability, the master plan seeks to ensure the airport remains a vital hub for regional connectivity and economic prosperity, aligning its future trajectory with the broader goals of the community and the aviation sector.

Complete <u>ALL</u> corresponding agenda information on subsequent tabs. Forward <u>entire</u> Request Form with all supporting documents to: <u>councilrequests@co.monroe.in.us</u>

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

## **REQUEST CREATION OF NEW ACCOUNT LINE(S) AND/OR ADDITIONAL APPROPRIATION(S)**

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

| DEPARTMENT:              | Avia       |                        |                | ING DATE REC    | QUESTED (Tentative) | : 4/9/2024              |
|--------------------------|------------|------------------------|----------------|-----------------|---------------------|-------------------------|
|                          |            | Airport Infrastructure |                |                 |                     | _                       |
| Fund Nun                 | nber:      | 8187                   | Location Numbe | er: <u>0000</u> |                     |                         |
| Account<br><u>Number</u> | <u>Acc</u> | ount Description       |                |                 |                     | Amount <u>Requested</u> |
| 30006                    | Con        | tractual (Federal)     |                |                 |                     | 513693                  |
| 30082                    |            | tractual-State Match   |                |                 |                     | 28538                   |
| 30081                    | Cont       | ractual-County Matcl   | 1              |                 |                     | 28539                   |
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|                          |            |                        |                |                 | TOTAL REQUEST       | 570,770.00              |

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

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

## **REQUEST FOR A FUND TO FUND TRANSFER OF CASH**

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

| DEPARTMENT:                             | Aviation                            | MEETING DATE REQUESTED (Tentative) | : 4/9/2024              |
|---|-------------------------------------|------------------------------------|-------------------------|
| TRANSFER FRO<br>FUND NAME A:<br>Account | 1138 - Cumulative Capital Dev       | FUND NUMBER:                       |                         |
| <u>Number</u>                           | Account Description                 |                                    | Amount <u>Requested</u> |
| 60100                                   | Transfer Out Fund To Fund           |                                    | -28,539.00              |
|   |                                     |                                    |                         |
|   |                                     |                                    |                         |
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|   |                                     |                                    |                         |
|   |                                     | GRAND TOTAL                        | -28,539.00              |
| TRANSFER TO:<br>FUND NAME B:            | 8187 - Airport Infrastructure Grant | FUND NUMBER:                       |                         |
| Account<br><u>Number</u>                | Account Description                 |                                    | Amount <u>Requested</u> |
| 000992                                  | Transfer Funds into Fund            |                                    | 28,539.00               |
|   |                                     |                                    |                         |
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|   |                                     |                                    |                         |
|   |                                     | GRAND TOTAL                        | 28,539.00               |

**GRAND TOTALS MUST MATCH!** 

Council Staff will forward <u>approved</u> Fund to Fund Request to Auditor's Office for completion. Auditor's Staff will contact Department when transfer is completed.

# NEW FUND Location Report Not Available

| Fund     Description     Type     Statu       Airport Infrastructure Grant     Calendar     Active    |
|---|
| 8187     Airport Infrastructure Grant     Calendar     Active   |
| Error<br>Vease correct the following:<br>No information was found that matched the<br>specifications. |
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# Monroe County Council Agenda Request Form

*Complete <u>ALL</u> applicable highlighted areas below.* 

| DEPARTMENT: Highway                                  | MEETING DATE REQUESTED (Tentative): 4/9/2024        |
|--|---|
| Request Presenter(s): Lisa Ridge                     | Phone:  |
| Was the Council Liaison notified prior to submitting | this Agenda Request: Yes                            |
| PURPOSE OF REQUEST: (Mark with an "X" in all app     | olicable boxes)                                     |
| ✔ Creation of Account Line(s) and/or                 | Additional Appropriation(s)                         |
| Fund Name: Cumulative Bridge                         |   |
| Transfer of Funds                                    |   |
| Category   |   |
| Fund Name:   |   |
| Fund to Fund   |   |
| Fund Name A:   |   |
| Fund Name <b>B</b> :                                 |   |
| Salary Ordinance Amendment <i>Effective</i>          | Date of Amendment:                                  |
| De-Appropriation of Account Lines                    |   |
| •• Fund Name:  |   |
| Other (Specify)                                      |   |
| Narrative: Give a DETAILED SUMMARY explanat          | ion for the request (purpose, action needed, etc.). |
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The department is requesting to create the additional lines in our Cumulative Bridge fund in the event that an item that is not covered under the grant can be paid out of the project line in CB. This will enable us to track the overall cost of the project during any future audits.

We are anticipating future invoices for our small structure inventory for the existing contract. We had missed adding this amount to our 2025 budget.

Complete <u>ALL</u> corresponding agenda information on subsequent tabs. Forward <u>entire</u> Request Form with all supporting documents to: <u>councilrequests@co.monroe.in.us</u>

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

## **REQUEST CREATION OF NEW ACCOUNT LINE(S) AND/OR ADDITIONAL APPROPRIATION(S)**

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

| DEPARTMENT:              | High       | way                  |           | MEETIN          | G DATE F | REQUESTED (Tentative) | 4/9/2024                |
|--------------------------|------------|----------------------|-----------|-----------------|----------|-----------------------|-------------------------|
| Fund Na                  | me:        | Cumulative Bridg     | е         |                 |          |                       | _                       |
| Fund Num                 | ber:       | 1135                 | Le        | ocation Number: | 0000     |                       |                         |
| Account<br><u>Number</u> | <u>Acc</u> | ount Descriptio      | <u>on</u> |                 |          |                       | Amount <u>Requested</u> |
| 39390                    | Baby       | Creek Road, Brid     | lge #629  |                 |          |                       |                         |
| 39403                    | _          | port Road, Bridge    |           |                 |          |                       |                         |
| 39405                    | Dillm      | an Road, Bridge #    | #83       |                 |          |                       |                         |
| 39406                    | Eagl       | eson Avenue, Brid    | lge #922  |                 |          |                       |                         |
| 39404                    | Sma        | Il Structure Invento | ory       |                 |          |                       | \$25,000.00             |
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|                          |            |                      |           |                 |          | TOTAL REQUEST         | 25,000,00               |

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

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

| Acct          | ▲<br>Obj | Carry Forward<br>Approp | Original Approp | Addt'l Approp | Adj Approp | Total Approp | Expenditure | Unexpend Balance | Unexpend Pct |
|---------------|----------|-------------------------|-----------------|---------------|------------|--------------|-------------|------------------|--------------|
| 🖃 Fund : 1135 |          |                         | 5               |               |            |              | ·           |                  |              |
| 📃 Loc : 000   | 00       |                         |                 |               |            |              |             |                  |              |
| 13308         | 00000    | 0.00                    | 65,333.00       | 0.00          | 0.00       | 65,333.00    | 12,468.00   | 52,865.00        | 80.92%       |
| 13314         | 00000    | 0.00                    | 54,351.00       | 0.00          | 0.00       | 54,351.00    | 10,520.00   | 43,831.00        | 80.64%       |
| 13334         | 00000    | 0.00                    | 50,815.00       | 0.00          | 0.00       | 50,815.00    | 9,772.00    | 41,043.00        | 80.77%       |
| 13351         | 00000    | 0.00                    | 58,802.00       | 0.00          | 0.00       | 58,802.00    | 11,308.00   | 47,494.00        | 80.77%       |
| 13352         | 00000    | 0.00                    | 52,978.00       | 0.00          | 0.00       | 52,978.00    | 9,676.00    | 43,302.00        | 81.74%       |
| 17101         | 00000    | 0.00                    | 15,000.00       | 0.00          | 0.00       | 15,000.00    | 1,244.09    | 13,755.91        | 91.71%       |
| 17209         | 00000    | 0.00                    | 6,250.00        | 0.00          | 0.00       | 6,250.00     | 3,125.00    | 3,125.00         | 50.00%       |
| 17601         | 00000    | 0.00                    | 1,000.00        | 0.00          | 0.00       | 1,000.00     | 1,000.00    | 0.00             | 0.00%        |
| 18001         | 00000    | 0.00                    | 61,580.00       | 0.00          | 0.00       | 61,580.00    | 15,395.00   | 46,185.00        | 75.00%       |
| 18101         | 00000    | 0.00                    | 23,297.00       | 0.00          | 0.00       | 23,297.00    | 4,380.81    | 18,916.19        | 81.20%       |
| 18201         | 00000    | 0.00                    | 42,214.00       | 0.00          | 0.00       | 42,214.00    | 7,808.33    | 34,405.67        | 81.50%       |
| 20002         | 00000    | 0.00                    | 2,500.00        | 0.00          | 0.00       | 2,500.00     | 325.00      | 2,175.00         | 87.00%       |
| 21170         | 00000    | 0.00                    | 15,000.00       | 0.00          | 0.00       | 15,000.00    | 1,130.12    | 13,869.88        | 92.47%       |
| 23411         | 00000    | 0.00                    | 50,000.00       | 0.00          | 0.00       | 50,000.00    | 23,537.51   | 26,462.49        | 52.92%       |
| 23940         | 00000    | 0.00                    | 10,000.00       | 0.00          | 0.00       | 10,000.00    | 22.50       | 9,977.50         | 99.78%       |
| 23950         | 00000    | 0.00                    | 160,000.00      | 0.00          | 0.00       | 160,000.00   | 83,611.30   | 76,388.70        | 47.74%       |
| 23960         | 00000    | 0.00                    | 180,000.00      | 0.00          | 0.00       | 180,000.00   | 57,132.30   | 122,867.70       | 68.26%       |
| 23970         | 00000    | 0.00                    | 10,000.00       | 0.00          | 0.00       | 10,000.00    | 0.00        | 10,000.00        | 100.00%      |
| 30028         | 00000    | 0.00                    | 3,000.00        | 0.00          | 0.00       | 3,000.00     | 0.00        | 3,000.00         | 100.00%      |
| 30041         | 00000    | 0.00                    | 5,559.00        | 0.00          | 0.00       | 5,559.00     | 0.00        | 5,559.00         | 100.00%      |
| 30061         | 00000    | 0.00                    | 20,000.00       | 0.00          | 0.00       | 20,000.00    | 1,245.00    | 18,755.00        | 93.78%       |
| 30200         | 00000    | 0.00                    | 36,920.00       | 0.00          | 0.00       | 36,920.00    | 0.00        | 36,920.00        | 100.00%      |
| 30219         | 00000    | 0.00                    | 5,000.00        | 0.00          | 0.00       | 5,000.00     | 415.00      | 4,585.00         | 91.70%       |
| 30321         | 00000    | 0.00                    | 40,000.00       | 0.00          | 0.00       | 40,000.00    | 12,204.00   | 27,796.00        | 69.49%       |
| 30500         | 00000    | 0.00                    | 3,000.00        | 0.00          | 0.00       | 3,000.00     | 0.00        | 3,000.00         | 100.00%      |
| 30700         | 00000    | 0.00                    | 100,000.00      | 0.00          | 0.00       | 100,000.00   | 7,642.42    | 92,357.58        | 92.36%       |
| 31313         | 00000    | 0.00                    | 15,000.00       | 0.00          | 0.00       | 15,000.00    | 14,189.60   | 810.40           | 5.40%        |
| 31585         | 00000    | 0.00                    | 1,000.00        | 0.00          | 0.00       | 1,000.00     | 0.00        | 1,000.00         | 100.00%      |
| 32113         | 00000    | 0.00                    | 3,000.00        | 0.00          | 0.00       | 3,000.00     | 0.00        | 3,000.00         | 100.00%      |
|               |          |                         |                 |               |            |              |             |                  |              |

| _     | ▲ ▲   | Carry Forward |                 |               |            |              |              |                  |              |
|-------|-------|---------------|-----------------|---------------|------------|--------------|--------------|------------------|--------------|
| Acct  | Obj   | Approp        | Original Approp | Addt'l Approp | Adj Approp | Total Approp | Expenditure  | Unexpend Balance | Unexpend Pct |
| 32301 | 00000 | 0.00          | 50,000.00       | 0.00          | 0.00       | 50,000.00    | 8,555.98     | 41,444.02        | 82.89%       |
| 32319 | 00000 | 0.00          | 100,000.00      | 0.00          | 0.00       | 100,000.00   | 22,420.00    | 77,580.00        | 77.58%       |
| 32332 | 00000 | 0.00          | 0.00            | 944,439.60    | 0.00       | 944,439.60   | 944,439.60   | 0.00             | 0.00%        |
| 33008 | 00000 | 0.00          | 19,000.00       | 0.00          | 0.00       | 19,000.00    | 18,976.20    | 23.80            | 0.13%        |
| 38230 | 00000 | 0.00          | 10,000.00       | 0.00          | 0.00       | 10,000.00    | 365.61       | 9,634.39         | 96.34%       |
| 39236 | 00000 | 0.00          | 10,000.00       | 0.00          | 0.00       | 10,000.00    | 0.00         | 10,000.00        | 100.00%      |
| 39270 | 00000 | 0.00          | 20,000.00       | 0.00          | 0.00       | 20,000.00    | 0.00         | 20,000.00        | 100.00%      |
| 39342 | 00000 | 0.00          | 150,000.00      | 0.00          | 0.00       | 150,000.00   | 16,344.50    | 133,655.50       | 89.10%       |
| 39391 | 00000 | 0.00          | 150,000.00      | 0.00          | (1,780.00) | 148,220.00   | 0.00         | 148,220.00       | 100.00%      |
| 39404 | 00000 | 0.00          | 5,000.00        | 0.00          | 1,780.00   | 6,780.00     | 6,780.00     | 0.00             | 0.00%        |
| 41104 | 00000 | 0.00          | 470,000.00      | 0.00          | 0.00       | 470,000.00   | 0.00         | 470,000.00       | 100.00%      |
|       |       | 0.00          | 2,075,599.00    | 944,439.60    | 0.00       | 3,020,038.60 | 1,306,033.87 | 1,714,004.73     | 56.75%       |
|       |       | 0.00          | 2,075,599.00    | 944,439.60    | 0.00       | 3,020,038.60 | 1,306,033.87 | 1,714,004.73     | 56.75%       |
|       |       | 0.00          | 2,075,599.00    | 944,439.60    | 0.00       | 3,020,038.60 | 1,306,033.87 | 1,714,004.73     | 56.75%       |

# Monroe County Council Agenda Request Form

*Complete <u>ALL</u> applicable highlighted areas below.* 

| DEPARTMENT:         | Jail                                    | MEETING DATE REQU           | JESTED (Tentative) : 4/9/24 |
|---------------------|---|-----------------------------|-----------------------------|
| Request Presenter   | (s): P. Parker / K. Gibbons / J. Miller |                             | Phone: 812-349-2567         |
| Was the Council Lie | aison notified prior to submittin       | g this Agenda Request: No   |                             |
| PURPOSE OF REQU     | JEST: (Mark with an "X" in all a        | pplicable boxes)            |                             |
| 🖌 Creation          | of Account Line(s) and/or               | Additional Approp           | priation(s)                 |
| Fund                | Name: Correctional LIT                  |                             |                             |
| Transfer            | of Funds                                |                             |                             |
| Cate                | gory                                    |                             |                             |
| Fund                | Name:                                   |                             |                             |
| Fund                | l to Fund                               |                             |                             |
| Fund                | l Name <b>A</b> :                       |                             |                             |
| Fund                | l Name <b>B</b> :                       |                             |                             |
| Salary Or           | dinance Amendment Effection             | ve Date of Amendment: 4/9/2 | 2024                        |
| De-Appro            | opriation of Account Lines              |                             |                             |
| Fund                | Name:                                   |                             |                             |
| Other (Sp           | ecify)                                  |                             |                             |

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

We are interested in an additional appropriation as well as a salary ordinance amendment to add six (6) Correctional Officers for our transition team.

Complete <u>ALL</u> corresponding agenda information on subsequent tabs. Forward <u>entire</u> Request Form with all supporting documents to: <u>councilrequests@co.monroe.in.us</u>

## **REQUEST CREATION OF NEW ACCOUNT LINE(S) AND/OR ADDITIONAL APPROPRIATION(S)**

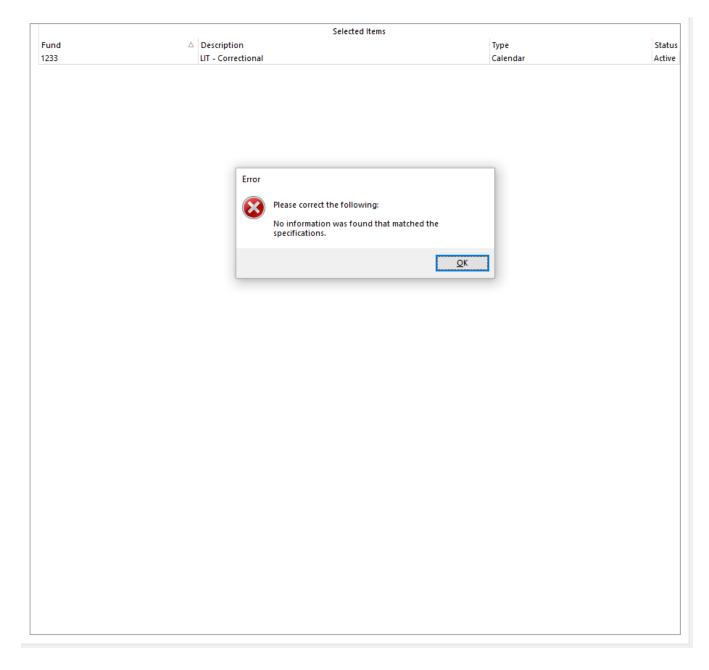
*Council recommends making <u>ANY</u> In-House and/or Category Transfers <u>PRIOR</u> to requesting additional appropriations.* 

| DEPARTMENT:              | Jail    |                  | MEETIN           | G DATE REQUESTED (Tentative) | : 4/9/2024              |
|--------------------------|---------|------------------|------------------|------------------------------|-------------------------|
| Fund Nam                 | ne:     | Correctional LIT |                  |                              |                         |
| Fund Numb                | er:     | 1233             | Location Number: | 0000                         | -                       |
| Account<br><u>Number</u> | Acco    | ount Description |                  |                              | Amount <u>Requested</u> |
|                          | Corre   | ctional Officer  |                  |                              | 55,063                  |
|                          |         | ctional Officer  |                  |                              | 55,063                  |
|                          |         | ctional Officer  |                  |                              | 55,063                  |
|                          | Corre   | ctional Officer  |                  |                              | 55,063                  |
| 10648                    | Corre   | ctional Officer  |                  |                              | 55,063                  |
| 10649                    | Corre   | ctional Officer  |                  |                              | 55,063                  |
| 17101                    | Overt   | ime              |                  |                              | 1.00                    |
| 17203                    | Shift I | Pay              |                  |                              | 1.00                    |
| 17208                    | Unifo   | rms              |                  |                              | 1.00                    |
| 18101                    | FICA    |                  |                  |                              | 25274                   |
| 18201                    | PERF    | -                |                  |                              | 46914                   |
| 17310                    | Traini  | ing Bonus        |                  |                              | 1.00                    |
|                          |         |                  |                  |                              |                         |
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|                          |         |                  |                  | TOTAL REQUEST                | 402,570.00              |

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

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

# NEW FUND Location Report Not Available



# Monroe County Council Agenda Request Form

Complete <u>ALL</u> applicable highlighted areas below.

| DEPARTMENT:             | Sheriff                             | MEETING DATE REQU             | IESTED (Tentative) : 04/09/2024 |
|-------------------------|-------------------------------------|-------------------------------|---------------------------------|
| <b>Request Presente</b> | r(s): Phil Parker & Jamie Jahnke    |                               | Phone: 812-349-2574             |
| Was the Council L       | iaison notified prior to submitting | this Agenda Request: Yes      | 5                               |
| PURPOSE OF REQ          | UEST: (Mark with an "X" in all app  | olicable boxes)               |                                 |
| Creation                | of Account Line(s) and/or           | Additional Approp             | priation(s)                     |
| Fun                     | d Name:                             |                               |                                 |
| Transfer                | of Funds                            |                               |                                 |
| Cat                     | egory                               |                               |                                 |
| Fun                     | d Name:                             |                               |                                 |
| Fun                     | d to Fund                           |                               |                                 |
| Fun                     | d Name A:                           |                               |                                 |
| Fun                     | d Name <b>B</b> :                   |                               |                                 |
| Salary O                | rdinance Amendment Effective        | e Date of Amendment:          |                                 |
| De-Appr                 | opriation of Account Lines          |                               |                                 |
| Fun                     | d Name: General                     |                               |                                 |
| Other (S                | pecify)                             | 9                             |                                 |
| Narrative: Give         | e a <b>DETAILED SUMMARY</b> explana | tion for the request (purpose | , action needed, etc.) .        |

| Correcting CHIRP expenses into the CHIRP grant |  |  |
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Complete <u>ALL</u> corresponding agenda information on subsequent tabs. Forward <u>entire</u> Request Form with all supporting documents to: <u>councilrequests@co.monroe.in.us</u>

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

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

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

| DEPARTMENT:       | Sheriff                     | MEETING DA       | ATE REQUESTED (Tentative) : | 04/09/2024       |
|-------------------|-----------------------------|------------------|-----------------------------|------------------|
| Fund Na           | ame: General Fund - Sheriff |                  |                             |                  |
| Fund              | Number: 1000                | Location Number: | 0005                        |                  |
| Account<br>Number | Account Description         |                  |                             | Amount Requested |
| 17101             | Overtime                    |                  |                             | 1445.32          |
| 17101             | Overtime                    |                  |                             | 1110.02          |
|                   |                             |                  |                             |                  |
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|                   |                             |                  |                             | 1 445 22         |
|                   |                             |                  | TOTAL REQUEST               | 1,440.32         |

Council Stoff will notify Deportment when the De-Appropriation hos been completed.

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

## Fund Cash Balance as of 03-19-2024: \$21,160,703.76

| Acct       | быј     | Carry Forward<br>Approp | Original Approp | Addt'l Approp | Adj Approp | Total Approp | Expenditure | Unexpend Balance | Unexpend Pct |
|------------|---------|-------------------------|-----------------|---------------|------------|--------------|-------------|------------------|--------------|
| 🖃 Fund : 1 | 000     |                         |                 |               |            |              |             |                  |              |
| 🖃 Loc :    | 0005    |                         |                 |               |            |              |             |                  |              |
| 1000       | 5 00000 | 0.00                    | 79,706.00       | 0.00          | 0.00       | 79,706.00    | 14,970.40   | 64,735.60        | 81.22%       |
| 10034      | 4 00000 | 0.00                    | 76,648.00       | 0.00          | (2,500.00) | 74,148.00    | 0.00        | 74,148.00        | 100.00%      |
| 1015       | 3 00000 | 0.00                    | 76,648.00       | 0.00          | 0.00       | 76,648.00    | 14,951.20   | 61,696.80        | 80.49%       |
| 10154      | 4 00000 | 0.00                    | 79,706.00       | 0.00          | 0.00       | 79,706.00    | 15,786.40   | 63,919.60        | 80.19%       |
| 1015       | 5 00000 | 0.00                    | 79,706.00       | 0.00          | 0.00       | 79,706.00    | 15,654.40   | 64,051.60        | 80.36%       |
| 1015       | 6 00000 | 0.00                    | 72,800.00       | 0.00          | 0.00       | 72,800.00    | 14,480.00   | 58,320.00        | 80.11%       |
| 1015       | 7 00000 | 0.00                    | 76,648.00       | 0.00          | 0.00       | 76,648.00    | 15,181.60   | 61,466.40        | 80.19%       |
| 10158      | 8 00000 | 0.00                    | 79,706.00       | 0.00          | 0.00       | 79,706.00    | 14,912.80   | 64,793.20        | 81.29%       |
| 10159      | 9 00000 | 0.00                    | 79,706.00       | 0.00          | 0.00       | 79,706.00    | 15,008.80   | 64,697.20        | 81.17%       |
| 1016       | 00000   | 0.00                    | 76,648.00       | 0.00          | 0.00       | 76,648.00    | 15,239.20   | 61,408.80        | 80.12%       |
| 1016       | 1 00000 | 0.00                    | 76,648.00       | 0.00          | 0.00       | 76,648.00    | 15,383.20   | 61,264.80        | 79.93%       |
| 10162      | 2 00000 | 0.00                    | 85,072.00       | 0.00          | 0.00       | 85,072.00    | 16,417.60   | 68,654.40        | 80.70%       |
| 10163      | 3 00000 | 0.00                    | 79,706.00       | 0.00          | 0.00       | 79,706.00    | 15,488.80   | 64,217.20        | 80.57%       |
| 10164      | 4 00000 | 0.00                    | 79,706.00       | 0.00          | 0.00       | 79,706.00    | 15,673.60   | 64,032.40        | 80.34%       |
| 1016       | 5 00000 | 0.00                    | 76,648.00       | 0.00          | 0.00       | 76,648.00    | 14,211.20   | 62,436.80        | 81.46%       |
| 1016       | 6 00000 | 0.00                    | 72,800.00       | 0.00          | 0.00       | 72,800.00    | 13,790.40   | 59,009.60        | 81.06%       |
| 1100       | 00000   | 0.00                    | 178,168.00      | 0.00          | 0.00       | 178,168.00   | 34,263.10   | 143,904.90       | 80.77%       |
| 1200       | 00000   | 0.00                    | 108,119.00      | 0.00          | 0.00       | 108,119.00   | 20,792.00   | 87,327.00        | 80.77%       |
| 12170      | 00000   | 0.00                    | 85,072.00       | 0.00          | 0.00       | 85,072.00    | 16,878.40   | 68,193.60        | 80.16%       |
| 15110      | 00000   | 0.00                    | 46,956.00       | 0.00          | 0.00       | 46,956.00    | 8,772.00    | 38,184.00        | 81.32%       |
| 15120      | 00000   | 0.00                    | 48,758.00       | 0.00          | 0.00       | 48,758.00    | 9,376.50    | 39,381.50        | 80.77%       |
| 15130      | 00000   | 0.00                    | 102,919.00      | 0.00          | 0.00       | 102,919.00   | 19,792.00   | 83,127.00        | 80.77%       |
| 15132      | 2 00000 | 0.00                    | 63,856.00       | 0.00          | 0.00       | 63,856.00    | 12,280.00   | 51,576.00        | 80.77%       |
| 15130      | 6 00000 | 0.00                    | 89,004.00       | 0.00          | 0.00       | 89,004.00    | 17,449.60   | 71,554.40        | 80.39%       |
| 1513       | 7 00000 | 0.00                    | 91,479.00       | 0.00          | 0.00       | 91,479.00    | 16,908.00   | 74,571.00        | 81.52%       |
| 1513       | 8 00000 | 0.00                    | 94,536.00       | 0.00          | 7,363.46   | 101,899.46   | 26,247.46   | 75,652.00        | 74.24%       |
| 15139      | 9 00000 | 0.00                    | 85,717.00       | 0.00          | 0.00       | 85,717.00    | 14,973.29   | 70,743.71        | 82.53%       |
| 15140      | 00000   | 0.00                    | 85,717.00       | 0.00          | 0.00       | 85,717.00    | 17,127.20   | 68,589.80        | 80.02%       |
| 1514       | 1 00000 | 0.00                    | 94,536.00       | 0.00          | 0.00       | 94,536.00    | 18,571.20   | 75,964.80        | 80.36%       |
|            |         |                         |                 |               |            |              |             |                  |              |

|       | ▲     | Carry Forward |                 |               |            |              |             |                  |              |
|-------|-------|---------------|-----------------|---------------|------------|--------------|-------------|------------------|--------------|
| Acct  | Obj   | Approp        | Original Approp | Addt'l Approp | Adj Approp | Total Approp | Expenditure | Unexpend Balance | Unexpend Pct |
| 15142 | 00000 | 0.00          | 91,042.00       | 0.00          | 0.00       | 91,042.00    | 17,680.80   | 73,361.20        | 80.58%       |
| 15143 | 00000 | 0.00          | 94,536.00       | 0.00          | 0.00       | 94,536.00    | 17,892.00   | 76,644.00        | 81.07%       |
| 15160 | 00000 | 0.00          | 61,298.00       | 0.00          | 0.00       | 61,298.00    | 11,352.00   | 49,946.00        | 81.48%       |
| 15161 | 00000 | 0.00          | 52,726.00       | 0.00          | 0.00       | 52,726.00    | 10,139.50   | 42,586.50        | 80.77%       |
| 15162 | 00000 | 0.00          | 48,103.00       | 0.00          | 0.00       | 48,103.00    | 9,250.50    | 38,852.50        | 80.77%       |
| 15163 | 00000 | 0.00          | 48,103.00       | 0.00          | 0.00       | 48,103.00    | 9,250.50    | 38,852.50        | 80.77%       |
| 15164 | 00000 | 0.00          | 57,076.00       | 0.00          | 0.00       | 57,076.00    | 10,652.80   | 46,423.20        | 81.34%       |
| 15165 | 00000 | 0.00          | 52,853.00       | 0.00          | 0.00       | 52,853.00    | 9,656.00    | 43,197.00        | 81.73%       |
| 15166 | 00000 | 0.00          | 52,726.00       | 0.00          | 0.00       | 52,726.00    | 8,893.50    | 43,832.50        | 83.13%       |
| 15167 | 00000 | 0.00          | 46,247.00       | 0.00          | 0.00       | 46,247.00    | 8,537.90    | 37,709.10        | 81.54%       |
| 15177 | 00000 | 0.00          | 79,706.00       | 0.00          | 0.00       | 79,706.00    | 15,683.20   | 64,022.80        | 80.32%       |
| 15178 | 00000 | 0.00          | 79,706.00       | 0.00          | (7,363.46) | 72,342.54    | 6,406.40    | 65,936.14        | 91.14%       |
| 15179 | 00000 | 0.00          | 72,800.00       | 0.00          | 0.00       | 72,800.00    | 10,886.40   | 61,913.60        | 85.05%       |
| 15180 | 00000 | 0.00          | 72,800.00       | 0.00          | (5,000.00) | 67,800.00    | 0.00        | 67,800.00        | 100.00%      |
| 15181 | 00000 | 0.00          | 48,103.00       | 0.00          | 0.00       | 48,103.00    | 9,250.50    | 38,852.50        | 80.77%       |
| 15182 | 00000 | 0.00          | 76,648.00       | 0.00          | 0.00       | 76,648.00    | 0.00        | 76,648.00        | 100.00%      |
| 16000 | 00000 | 0.00          | 68,495.00       | 0.00          | 0.00       | 68,495.00    | 13,172.00   | 55,323.00        | 80.77%       |
| 17020 | 00000 | 0.00          | 9,800.00        | 0.00          | 0.00       | 9,800.00     | 750.40      | 9,049.60         | 92.34%       |
| 17101 | 00000 | 0.00          | 10,000.00       | 0.00          | 0.00       | 10,000.00    | 6,252.58    | 3,747.42         | 37.47%       |
| 17102 | 00000 | 0.00          | 80,000.00       | 0.00          | 0.00       | 80,000.00    | 22,819.67   | 57,180.33        | 71.48%       |
| 17104 | 00000 | 0.00          | 20,000.00       | 0.00          | 0.00       | 20,000.00    | 54.32       | 19,945.68        | 99.73%       |
| 17106 | 00000 | 0.00          | 10,000.00       | 0.00          | (1,000.00) | 9,000.00     | 0.00        | 9,000.00         | 100.00%      |
| 17203 | 00000 | 0.00          | 32,000.00       | 0.00          | 0.00       | 32,000.00    | 2,988.80    | 29,011.20        | 90.66%       |
| 17205 | 00000 | 0.00          | 11,200.00       | 0.00          | 2,500.00   | 13,700.00    | 11,684.43   | 2,015.57         | 14.71%       |
| 17206 | 00000 | 0.00          | 9,000.00        | 0.00          | 3,500.00   | 12,500.00    | 10,768.00   | 1,732.00         | 13.86%       |
| 17207 | 00000 | 0.00          | 13,000.00       | 0.00          | 2,500.00   | 15,500.00    | 13,575.20   | 1,924.80         | 12.42%       |
| 17208 | 00000 | 0.00          | 89,500.00       | 0.00          | 0.00       | 89,500.00    | 25,600.00   | 63,900.00        | 71.40%       |
| 17212 | 00000 | 0.00          | 29,000.00       | 0.00          | 0.00       | 29,000.00    | 20,034.40   | 8,965.60         | 30.92%       |
| 17301 | 00000 | 0.00          | 1,500.00        | 0.00          | 0.00       | 1,500.00     | 0.00        | 1,500.00         | 100.00%      |
| 17302 | 00000 | 0.00          | 13,000.00       | 0.00          | 0.00       | 13,000.00    | 1,675.00    | 11,325.00        | 87.12%       |
| 17601 | 00000 | 0.00          | 40,500.00       | 0.00          | 0.00       | 40,500.00    | 4,400.00    | 36,100.00        | 89.14%       |
|       |       |               |                 |               |            |              |             |                  |              |

|               | <b>A</b>            | Carry Forward         |                              |                       |                    |                                  |                         |                               |                           |
|---------------|---------------------|-----------------------|------------------------------|-----------------------|--------------------|----------------------------------|-------------------------|-------------------------------|---------------------------|
| Acct<br>17801 | <b>ОЬј</b><br>00000 | <b>Approp</b><br>0.00 | Original Approp<br>75,000.00 | Addt'l Approp<br>0.00 | Adj Approp<br>0.00 | <b>Total Approp</b><br>75,000.00 | Expenditure<br>6,060.02 | Unexpend Balance<br>68,939.98 | Unexpend Pct<br>91.92%    |
| 17801         | 00000               | 0.00                  | 10,000.00                    | 0.00                  | 0.00               | 10,000.00                        | 0.00                    | 10,000.00                     | 91.92 <i>%</i><br>100.00% |
|               |                     |                       |                              |                       |                    |                                  |                         |                               |                           |
| 18001         | 00000               | 0.00                  | 566,536.00                   | 0.00                  | 0.00               | 566,536.00                       | 141,634.00              | 424,902.00                    | 75.00%                    |
| 18004         | 00000               | 0.00                  | 1,004,528.00                 | 0.00                  | 0.00               | 1,004,528.00                     | 1,004,528.00            | 0.00                          | 0.00%                     |
| 18101         | 00000               | 0.00                  | 303,691.00                   | 0.00                  | 0.00               | 303,691.00                       | 55,477.64               | 248,213.36                    | 81.73%                    |
| 18201         | 00000               | 0.00                  | 101,573.00                   | 0.00                  | 0.00               | 101,573.00                       | 18,550.38               | 83,022.62                     | 81.74%                    |
| 20001         | 00000               | 0.00                  | 15,000.00                    | 0.00                  | 0.00               | 15,000.00                        | 4,507.05                | 10,492.95                     | 69.95%                    |
| 20007         | 00000               | 0.00                  | 1.00                         | 0.00                  | 0.00               | 1.00                             | 0.00                    | 1.00                          | 100.00%                   |
| 20011         | 00000               | 0.00                  | 1,100.00                     | 0.00                  | 0.00               | 1,100.00                         | 66.86                   | 1,033.14                      | 93.92%                    |
| 20100         | 00000               | 0.00                  | 250,000.00                   | 0.00                  | 0.00               | 250,000.00                       | 27,355.38               | 222,644.62                    | 89.06%                    |
| 21003         | 00000               | 0.00                  | 10,000.00                    | 0.00                  | 0.00               | 10,000.00                        | 925.99                  | 9,074.01                      | 90.74%                    |
| 21124         | 00000               | 0.00                  | 8,500.00                     | 0.00                  | 0.00               | 8,500.00                         | 1,914.27                | 6,585.73                      | 77.48%                    |
| 24900         | 00000               | 0.00                  | 5,100.00                     | 0.00                  | 0.00               | 5,100.00                         | 0.00                    | 5,100.00                      | 100.00%                   |
| 30003         | 00000               | 0.00                  | 6,500.00                     | 0.00                  | 0.00               | 6,500.00                         | 162.03                  | 6,337.97                      | 97.51%                    |
| 30025         | 00000               | 0.00                  | 20,000.00                    | 0.00                  | 0.00               | 20,000.00                        | 1,363.51                | 18,636.49                     | 93.18%                    |
| 30028         | 00000               | 0.00                  | 46,000.00                    | 0.00                  | 0.00               | 46,000.00                        | 4,948.08                | 41,051.92                     | 89.24%                    |
| 30800         | 00000               | 0.00                  | 10,000.00                    | 0.00                  | 0.00               | 10,000.00                        | 2,000.00                | 8,000.00                      | 80.00%                    |
| 31510         | 00000               | 0.00                  | 5,000.00                     | 0.00                  | 0.00               | 5,000.00                         | 0.00                    | 5,000.00                      | 100.00%                   |
| 31530         | 00000               | 0.00                  | 1,020.00                     | 0.00                  | 0.00               | 1,020.00                         | 0.00                    | 1,020.00                      | 100.00%                   |
| 31540         | 00000               | 0.00                  | 89,600.00                    | 0.00                  | 0.00               | 89,600.00                        | 51,136.30               | 38,463.70                     | 42.93%                    |
| 31580         | 00000               | 0.00                  | 6,000.00                     | 0.00                  | 0.00               | 6,000.00                         | 0.00                    | 6,000.00                      | 100.00%                   |
| 31590         | 00000               | 0.00                  | 10,000.00                    | 0.00                  | 0.00               | 10,000.00                        | 0.00                    | 10,000.00                     | 100.00%                   |
| 35800         | 00000               | 0.00                  | 2,500.00                     | 0.00                  | 0.00               | 2,500.00                         | 0.00                    | 2,500.00                      | 100.00%                   |
|               |                     | 0.00                  | 6,442,456.00                 | 0.00                  | 0.00               | 6,442,456.00                     | 2,070,516.66            | 4,371,939.34                  | 67.86%                    |
|               |                     | 0.00                  | 0,442,450.00                 | 0.00                  | 0.00               | 0,442,430.00                     | 2,070,510.00            | 4,371,333.54                  | 07.00%                    |
|               |                     | 0.00                  | 6,442,456.00                 | 0.00                  | 0.00               | 6,442,456.00                     | 2,070,516.66            | 4,371,939.34                  | 67.86%                    |
|               |                     | 0.00                  | 6,442,456.00                 | 0.00                  | 0.00               | 6,442,456.00                     | 2,070,516.66            | 4,371,939.34                  | 67.86%                    |

# Monroe County Council Agenda Request Form

Complete <u>ALL</u> applicable highlighted areas below.

| DEPARTMENT: Sheriff                                  | MEETING DATE REQUESTED (Tentative): 04/09/2024 |
|--|--|
| Request Presenter(s): Phil Parker & Jamie Jahnke     | Phone: 812-349-2574                            |
| Was the Council Liaison notified prior to submitting | this Agenda Request: Yes                       |
| PURPOSE OF REQUEST: (Mark with an "X" in all app     | olicable boxes)                                |
| Creation of Account Line(s) and/or                   | Additional Appropriation(s)                    |
| Fund Name: Operation Pullover                        |  |
| Transfer of Funds                                    |  |
| Category   |  |
| Fund Name:   |  |
| Fund to Fund   |  |
| Fund Name A:   |  |
| Fund Name <b>B</b> :                                 |  |
| Salary Ordinance Amendment Effective                 | e Date of Amendment:                           |
| De-Appropriation of Account Lines                    |  |
| Fund Name:   |  |
| Other (Specify)                                      |  |

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

| Correcting CHIRP expenses into the CHIRP grant |
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Complete <u>ALL</u> corresponding agenda information on subsequent tabs. Forward <u>entire</u> Request Form with all supporting documents to: <u>councilrequests@co.monroe.in.us</u>

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

## **REQUEST CREATION OF NEW ACCOUNT LINE(S) AND/OR ADDITIONAL APPROPRIATION(S)**

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

| DEPARTMENT: | She | eriff                     | MEETIN           | G DATE REQUESTED (Tentative) |                         |
|-------------|-----|---------------------------|------------------|------------------------------|-------------------------|
| Fund Na     | me: | <b>Operation Pullover</b> |                  |                              |                         |
| Fund Num    |     |                           | Location Number: | 0000                         | -                       |
| Account     | Acc | count Description         |                  |                              | Amount <u>Requested</u> |
| Number      |     |                           |                  |                              | 1445 22                 |
| 17101       | OVE | ertime                    |                  |                              | 1445.32                 |
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|             |     |                           |                  | TOTAL REQUEST                | 1,445.32                |

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

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

# NEW FUND Location Report Not Available

| Fund | Selected Items                            |          |      |
|------|---|----------|------|
|      | △ Description                             | Туре     | Stat |
| 8103 | Operation Pullover 20.600                 | Calendar | Acti |
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# Monroe County Council Agenda Request Form

*Complete <u>ALL</u> applicable highlighted areas below.* 

| DEPARTMENT: SHERIFF                                  | MEETING DATE REQUESTED (Tentative): 04/09/2024 |
|--|--|
| Request Presenter(s): PHIL PARKER/JORDAN MILLE       | R Phone: 812-349-2567                          |
| Was the Council Liaison notified prior to submitting | this Agenda Request: Yes                       |
| PURPOSE OF REQUEST: (Mark with an "X" in all app     | licable boxes)                                 |
| Creation of Account Line(s) and/or                   | Additional Appropriation(s)                    |
| Fund Name: JAG-SHERIFF                               |  |
| Transfer of Funds                                    |  |
| Category   |  |
| Fund Name:   |  |
| Fund to Fund   |  |
| Fund Name <b>A</b> :                                 |  |
| Fund Name <b>B</b> :                                 |  |
| Salary Ordinance Amendment <i>Effective</i>          | Date of Amendment:                             |
| De-Appropriation of Account Lines                    |  |
| Fund Name:   |  |
| Other (Specify)                                      |  |

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

Additional appropritation for federal funding that should be receipted into jail commissary account from JAG grant.

Complete <u>ALL</u> corresponding agenda information on subsequent tabs. Forward <u>entire</u> Request Form with all supporting documents to: <u>councilrequests@co.monroe.in.us</u>

## **REQUEST CREATION OF NEW ACCOUNT LINE(S) AND/OR ADDITIONAL APPROPRIATION(S)**

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

| DEPARTMENT:              |      | RIFF            |          | MEETIN           | IG DATE REQUESTED (Tentative) : | 4/9/2024                |
|--------------------------|------|-----------------|----------|------------------|---------------------------------|-------------------------|
| Fund Nar                 | me:  | JAG-SHERIFF 16  | 6.738    |                  |                                 |                         |
| Fund Numb                | ber: | 8143            |          | Location Number: | 0000                            | -                       |
| Account<br><u>Number</u> | Acc  | ount Descriptio | <u>n</u> |                  |                                 | Amount <u>Requested</u> |
| 23901                    | DEF  | PUTY EQUIPME    | NT       |                  |                                 | 7355                    |
| 20001                    |      | 011 Eqc         |          |                  |                                 | 1000                    |
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|                          |      |                 |          |                  | TOTAL REQUEST                   | 7.355.00                |

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

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

#### **RESOLUTION 23-21**

#### TO APPROVE AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND MONROE COUNTY, INDIANA IN REGARDS TO THE 2023 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)

WHEREAS, the City of Bloomington and Monroe County are authorized by I.C. 36-1-7-1, et seq., to enter into agreements for the joint exercise of their powers for the provision of services to the public; and

WHEREAS, this Interlocal Cooperation Agreement reflects the commitments and understandings agreed to by the governmental entities in order to efficiently and effectively utilize proceeds received from the 2023 Edward Byrne Memorial Justice Assistance Grant (JAG),

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

SECTION 1. The Interlocal Cooperation Agreement between the City of Bloomington and Monroe County, Indiana in regards to the 2023 Edward Byrne Memorial Justice Assistance Grant, a copy of which is attached hereto and made a part hereof, is hereby approved.

SECTION 2. If any sections, sentences or provisions of this resolution, or the application thereof to any person or circumstances shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions, or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION 3. This resolution shall be in full force and effect from and after its passage by the Common Council of the City of Bloomington and approval of the Mayor.

PASSED by the Common Council of the City of Bloomington, Monroe County, Indiana upon this <u>15</u> day of <u>November</u>, 2023.

Sue Spanibelluic

SUE SGAMBELLURI, President Bloomington Common Council

ATTEST:

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NICOLE BOLDEN, Clerk

City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana upon this 16 day of November , 2023.

21.20

NICOLE BOLDEN, Clerk City of Bloomington

SIGNED and APPROVED by me upon this 17th day of November . 2023.

JÓHN HAMILTON, Mayor ty of Bloomington

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#### SYNOPSIS

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This resolution approves the Interlocal Cooperation Agreement between the City and the County for 2023 JAG funds. JAG funds are divided between the City and the County based on violent crime statistics reported to the FBI through the Uniform Crime Report. A three year review of violent crime statistics shows that the City is entitled to 93% of the grant funds, and the County is entitled to the remaining 7%. The overall JAG award for 2023 is \$54,337. The City will receive \$50,533, and the County will receive \$3,804. The City will apply its award to the purchase of portable radios. The County will apply its award to the purchase of automated external defibrillators (AEDs).

Distributed to: Clerk, Controller, Council Attorney, Legal, and Mayor.

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|          | INTERLOCAL COOPERATION AGREEMENT<br>BETWEEN<br>THE CITY OF BLOOMINGTON AND<br>MONROE COUNTY, INDIANA<br>IN REGARDS TO 2023 EDWARD BYRNE MEMORIAL<br>JUSTICE ASSISTANCE GRANT (JAG)   |
|----------|--|
| WHEREAS, | Indiana Code § 36-1-7-1 et seq. permits governmental entities to jointly exercise powers through Interlocal Cooperation Agreements; and  |
| WHEREAS, | each governmental entity, in performing their governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and  |
| WHEREAS, | each governmental entity finds that the performance of this Interlocal Cooperation<br>Agreement is in the best interests of both entities, that the undertaking will benefit the<br>public, and that the division of costs fairly compensates the performing party for the<br>services or functions under this Interlocal Cooperation Agreement; and |
| WHEREAS, | this Interlocal Cooperation Agreement reflects the commitments and understandings agreed to by the governmental entities in order to efficiently and effectively utilize proceeds received from the 2023 Edward Byrne Memorial Justice Assistance Grant (JAG); and   |
| WHEREAS, | the funds from the JAG are to be divided between the two governmental entities based on violent crime statistics reported to the Federal Bureau of Investigation through the Uniform Crime Reports; and  |
| WHEREAS, | for calendar year 2023, a three (3) year review of the violent crime statistics for both governmental agencies indicates that the Bloomington Police Department is to receive ninety-three percent (93%) of the total JAG funds and that the Monroe County Sheriff's Department is to receive the remaining seven percent (7%) of the JAG funds; and |

NOW, THEREFORE, City of Bloomington and Monroe County, Indiana, hereby agree as follows:

#### Section 1. Payments

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For calendar year 2023, the City shall receipt in all of the \$54,337 associated with the 2023 JAG and thereafter disburse \$3,804 (7% of the total JAG funds) to the Monroe County Sheriff's Department, while retaining \$50,533 for use by the City of Bloomington Police Department.

#### Section 2. Use of Funds

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The City shall use the \$50,533 it is allocated from the 2023 JAG funds towards the purchase of portable radios.

The County shall use the \$3,804 it is allocated from the 2023 JAG funds towards the purchase of automated external defibrillators (AEDs).

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#### Section 3. Liability

Nothing in the performance of this Interlocal Cooperation Agreement (hereinafter, "Agreement") shall impose any liability for claims against either governmental entity other than claims for which liability may be imposed by the Indiana Tort Claims Act.

#### Section 4. Responsibility

Each entity to this Agreement shall be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

#### Section 5. Commitment

The entities shall communicate and cooperate with one another to ensure that the purposes of this Agreement are achieved on behalf of and to the benefit of the publics they serve.

#### Section 6. Third Parties

The entities to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

#### Section 7. Intent

By entering into this Agreement, the entities do not intend to create any obligations, express or implied, other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

#### Section 8. Severability

If any provision of this Agreement is declared, by a court of competent jurisdiction, to be invalid, null, void or unenforceable, the remaining provisions shall not be affected and shall have full force and effect.

#### Section 9. Appropriation of Funds

The entities acknowledge and agree that the performance of this Agreement is subject to the appropriation of sufficient funds by JAG. The parties agree to make a good faith effort to obtain all necessary appropriations and to comply with all provisions of this Agreement to the extent feasible under current or future appropriations.

Approved this \_\_\_\_ day of \_, 2023, by the Monroe County, Indiana Commissioners:

MONROE COUNTY, INDIANA

ATTEST:

Penny Githens, President Monroe County Commissioners Catherine Smith, Auditor

Julie Thomas, Vice President Monroe County Commissioners

Lee Jones, Commissioner Monroe County Commissioners

November Approved this 15 day of \_\_\_\_, 2023, by the City of Bloomington Common Council.

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Sue Sgambelluri, President Bloomington Common Council

ATTEST:

M.B.A.

Nicole Bolden, Clerk

Approved this 27day of Decer \_\_\_\_\_, 2023, by the City of Bloomington.

CITY OF BLOOMINGTON, INDIANA

John Hamilton, Mayor

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ATTEST:

Nicole Bolden, Clerk

# NEW FUND Location Report Not Available

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# Waggoner Irwin Scheele

& Associates INC

## MEMO

DATE: April 1, 2024

TO: Kimberly Shell, Council Administrator

FROM: Lori Seelen and Ethan Crenshaw

### SUBJECT: Reclassification Requests – Assessor

As requested, Waggoner, Irwin, Scheele and Associates (WIS) reviewed the reclassification and new positions requests from the Monroe County Assessor's Office.

### 1. Assistant Administrator to the PTABOA/Deputy-Level 2

This is a job description update and classification review request. The position is currently classified at COMOT C Non-exempt. The job description has been revised and the position is responsible for coordinating all real and personal property appeals, including tax exempt and homestead deduction, property valuation on residential, commercial, new construction, industrial, and agricultural and providing guidance with business personal property, manufactured homes, classified forest, and sales disclosures. This position reports directly to the Assessor.

Added job duties include: Creating technical drawings based on specifications and calculations.

Added job requirements include: High school diploma or high school equivalent. Associate degree and/or related previous experience preferred and; Possession of and ability to maintain possession of State of Indiana Level 2 or Level 3 Assessor/Appraiser certification.

We have assessed this position respective of other positions in the COMOT job category and refactored the position using the Factor Evaluation System (FES) job classification point factor guide charts for COMOT positions.

**<u>Recommendation</u>**: We factored the position at 505 COMOT factor points. Therefore, it is recommended that the changes be adopted and the position be reclassified at COMOT D Non-exempt and compensated within the COMOT D pay range.

## 2. Assistant Administrator to the PTABOA/Deputy-Level 3

This is a job description update and classification review request. The position is currently classified at COMOT C Non-exempt. The job description has been revised and the position is responsible for coordinating the appeals process and supervising all real and personal property appeals, including tax exempt and homestead deduction, and property valuation on residential, commercial, new construction, industrial, and agricultural.

Added job duties include: Coordinating all functions of the Property Tax Assessment Board of Appeals (PTABOA); and Reviewing contracted Commercial Advisor on commercial appeals.

Added job requirements include: High school diploma or HSE. Associates degree and/or related previous experience preferred and; Possession of and ability to maintain possession of State of Indiana Level 3 Assessor/Appraiser certification.

We have assessed this position respective of other positions in the COMOT job category and refactored the position using the Factor Evaluation System (FES) job classification point factor guide charts for COMOT positions.

**<u>Recommendation</u>**: We factored the position at 545 COMOT factor points. Therefore, it is recommended that the changes be adopted and the position be reclassified at COMOT D Non-exempt and compensated within the COMOT D pay range.

## 3. GIS Assessment Administrator/Deputy

This is a new position request. The job description has been created and the position will be responsible for coordinating the use of Geographical Information System (GIS) for assessment purposes, transferring of real estate property, processing splits and transfers, calculating land valuation assessments including home sites, tillable land, classified forestry, woodland, and other agricultural land.

Job duties for the positions include: Performing various Geographic Information Systems (GIS) assessment duties; and Coordinating GIS usage for department.

Job requirements for the position include: High school diploma or HSE. Associate degree and/or related previous experience preferred and; Possession of and ability to maintain possession of State of Indiana Level 3 Assessor/Appraiser certification.

We have assessed this position respective of other positions in the COMOT job category and factored the position using the Factor Evaluation System (FES) job classification point factor guide charts for COMOT positions.

**<u>Recommendation</u>**: We factored the position at 505 COMOT factor points. Therefore, if the position is approved, it is recommended that the position be classified at COMOT D Non-exempt and compensated within the COMOT D pay range.

### 4. GIS Assessment Specialist/Deputy

This is a job description update and classification review request. The position is currently classified at COMOT C Non-exempt. The job description has been revised and the position is responsible for coordinating the use of Geographical Information System (GIS) for assessment purposes, transferring of real estate property, processing splits and transfers, calculating land valuation assessments including home sites, tillable land, classified forestry, woodland, and other agricultural land.

Added job duties include: Performing GIS assessment duties; and Assisting GIS Administrator in managing integration of real estate property tax system data into INCama.

Added job requirements include: High school diploma or HSE. Associates degree and/or related previous experience preferred and; Possession of and ability to maintain possession of State of Indiana Level 2 Assessor/Appraiser certification.

We have assessed this position respective of other positions in the COMOT job category and refactored the position using the Factor Evaluation System (FES) job classification point factor guide charts for COMOT positions.

**<u>Recommendation</u>**: We factored the position at 465 COMOT factor points. Therefore, it is recommended that the changes be adopted and the position remain classified at COMOT C Non-exempt and compensated within the COMOT C pay range.

## 5. <u>Sales Disclosure Specialist/Deputy</u>

This is a job description update and classification review request. The position is currently classified at COMOT B Non-exempt. The job description has been revised and the position is now responsible for managing sales disclosures filed in the County and providing data used for real estate assessed values.

Added job duties include: Investigating sales validity using MLS, GIS, and other Realtor market resources to determine compliance; and Approving sales disclosures submitted through e-filing and hard copies received from title companies, attorneys, and citizens.

Added job requirements include: High school diploma or HSE. Associates degree and/or related previous experience preferred and; Possession of and ability to maintain possession of State of Indiana Level 2 Assessor/Appraiser certification.

We have assessed this position respective of other positions in the COMOT job category and refactored the position using the Factor Evaluation System (FES) job classification point factor guide charts for COMOT positions.

**<u>Recommendation</u>**: We factored the position at 465 COMOT factor points. Therefore, it is recommended that the changes be adopted and the position be reclassified at COMOT C Non-exempt and compensated within the COMOT C pay range.

## 6. Market Data Analysis Administrator/Deputy

This is a job description update and classification review request. The position is currently titled Sales Disclosure Supervisor and classified at COMOT C Non-exempt. The job description has been revised and the position is now responsible for managing sales disclosures and market research related to Monroe County, providing, and analyzing data used for real estate assessed values to facilitate the proper assessment of all county properties, and supervises, mentors and trains assigned staff.

Added job duties include: Supervising assigned staff; and Mentoring and training staff on the proper handling of sales transfers.

Added job requirements include: High school diploma or HSE. Associates degree and/or related previous experience preferred and; Possession of and ability to maintain possession of Level 3 Assessor/Appraiser Certification.

We have assessed this position respective of other positions in the COMOT job category and refactored the position using the Factor Evaluation System (FES) job classification point factor guide charts for COMOT positions.

**<u>Recommendation</u>**: We factored the position at 505 COMOT factor points. Therefore, it is recommended that the changes be adopted and the position be reclassified at COMOT D Non-exempt and compensated within the COMOT D pay range. It is also recommended that the job title change be approved.

## 7. <u>Property Director</u>

This is a job description update and classification review request. The position is currently titled Reassessment Property Specialist Supervisor and classified at COMOT C Non-exempt. The job description has been revised and the position is now responsible for overseeing property valuation on agricultural, residential, commercial, industrial, and new construction, advising on Business Personal Property, Mobile Homes, Appeals and Sales Disclosures, and supervising all divisions within the Assessor's Office and advises Assessor in personnel decisions.

Added job duties include: Assuming all responsibilities of the Chief Deputy Assessor in their absence; Overseeing all aspects of the Monroe County Assessor's property division; and Supervising assigned personnel.

Added job requirements include: High school diploma or HSE, Associates degree and/or related previous experience preferred and; Possession of and ability to maintain possession of State of Indiana Level 3 Assessor/Appraiser certification.

We have assessed this position respective of other positions in the COMOT and PAT job categories and refactored the position using the Factor Evaluation System (FES) job classification point factor guide charts for PAT positions.

**<u>Recommendation</u>**: We factored the position at 290 PAT factor points. Therefore, it is recommended that the changes be adopted and the position be reclassified at PAT A Non-exempt and compensated within the PAT A pay range. It is also recommended that the job title change be approved.

## 8. Assistant Property Director/Deputy

This is a new position request. The job description has been created and the position will be responsible for the reassessment of non-movable property valuation on residential, commercial, industrial, and new construction and assisting the public and assisting the Property Director in processing reports, providing quality control, and tracking progress in new construction and reassessment logs.

Job duties for the position include: Coordinating with local building departments to obtain applicable permits and blueprints; Reviewing and ensuring permits are assigned the correct parcel numbers and; Creating permit log and necessary documentation for valuation vendors, delegating valuation vendors assignments and tracking progress toward completion of assignments, verifying valuation vendors information for accuracy.

Job requirements for the position include: High school diploma or HSE, Associates degree and/or related previous experience preferred and; Possession of and ability to maintain possession of State of Indiana Level 2 or Level 3 Assessor/Appraiser certification.

We have assessed this position respective of other positions in the COMOT job category and factored the position using the Factor Evaluation System (FES) job classification point factor guide charts for COMOT positions.

**<u>Recommendation</u>**: We factored the position at 505 COMOT factor points. Therefore, if the position is approved, that the position be classified at COMOT D Non-exempt and compensated within the COMOT D pay range.

## 9. Real Estate Reassessment Specialist/Deputy

This is a job description update and classification review request. The position is currently classified at COMOT C Non-exempt. The job description has been revised and the position is now responsible for the reassessment of non- movable property valuation on residential, commercial, industrial, and new construction and assisting the public.

One job duty has been added: Obtaining and analyzing building blueprints, along with field team data to create technical drawings based on specifications and calculations.

Added job requirements include: High school diploma or HSE, Associates degree and/or related previous experience preferred and; Possession of and ability to maintain possession of State of Indiana Level 2 Assessor/Appraiser certification.

We have assessed this position respective of other positions in the COMOT job category and refactored the position using the Factor Evaluation System (FES) job classification point factor guide charts for COMOT positions.

**<u>Recommendation</u>**: We factored the position at 465 COMOT factor points. Therefore, it is recommended that the changes be adopted and the position remain classified at COMOT C Non-exempt and compensated within the COMOT C pay range.

## 10. Personal Property Specialist Supervisor/Deputy

This is a job description update and classification review request. The position is currently classified at COMOT C Non-exempt. The job description has been revised and the position is now responsible for maintaining Business Tangible Personal Property, Annually Assessed Mobile Home records, verifying accuracy of related documentation, assisting the public, and supervising assigned staff.

Added job duties include: Supervising assigned staff; Coordinating with other Departmental Supervisors to identify departmental needs, departmental short-term and long-term goals and; Developing plans for implementation of identified goals.

Added job requirements include: High school diploma or HSE, Associates degree and/or related previous experience preferred and; Possession of and ability to maintain possession of State of Indiana Level 2 Assessor/Appraiser certification.

We have assessed this position respective of other positions in the COMOT job category and refactored the position using the Factor Evaluation System (FES) job classification point factor guide charts for COMOT positions.

**<u>Recommendation</u>**: We factored the position at 505 COMOT factor points. Therefore, it is recommended that the changes be adopted and the position be reclassified at COMOT D Non-exempt and compensated within the COMOT D pay range.

### 11. Personal Property Assessment Specialist/Deputy

This is a job description update and classification review request. The position is currently classified at COMOT C Non-exempt. The job description has been revised and the position is now responsible for maintaining Business Tangible Personal Property, and Annually Assessed Mobile Home records, verifying accuracy of related documentation, and assisting the public.

Added job duties include: Conducting personal property inventory and moving expense estimates and; Entering personal property information into assessment software.

Added job requirements include: High school diploma or HSE, Associates degree and/or related previous experience preferred and; Possession of and ability to maintain possession of State of Indiana Level 2 Assessor/Appraiser certification.

We have assessed this position respective of other positions in the COMOT job category and refactored the position using the Factor Evaluation System (FES) job classification point factor guide charts for COMOT positions.

**<u>Recommendation</u>**: We factored the position at 465 COMOT factor points. Therefore, it is recommended that the changes be adopted and the position remain classified at COMOT C Non-exempt and compensated within the COMOT C pay range.

### 12. Floating Assessor Specialist/Deputy

This is a new position request. The job description has been created and the position will be responsible for maintaining Business Tangible Personal Property, and Annually Assessed Mobile Home records, verifying accuracy of related documentation, as well as the reassessment of non-movable property valuation on residential, commercial, industrial, and new construction.

Job duties for the position include: Conducting personal property inventory and moving expense estimates and; Entering personal property information into assessment software.

Job requirements for the position include: High school diploma or HSE, Associates degree and/or related previous experience preferred and; Possession of and ability to maintain possession of State of Indiana Level 2 Assessor/Appraiser Certification.

We have assessed this position respective of other positions in the COMOT job category and factored the position using the Factor Evaluation System (FES) job classification point factor guide charts for COMOT positions.

**<u>Recommendation</u>**: We factored the position at 465 COMOT factor points. Therefore, if the position is approved, it is recommended that the position be classified at COMOT C Non-exempt and compensated within the COMOT C pay range.

Items 9 and 11 "current" classification is incorrect. Per the MCG 2024 Salary Ordinance, below is the current classification and level for:

Item 9: Real Estate Reassessment Specialist - COMOT B, Non-Exempt Item 11: Personal Property Specialist - COMOT B, Non-Exempt

POSITION:Floating Assessor Specialist/DeputyDEPARTMENT:AssessorWORK SCHEDULE:As AssignedJOB CATEGORY:COMOT C (Computer, Office Machine Operation, Technician)

#### DATE WRITTEN: April 2024 DATE REVISED:

STATUS: Full-time FLSA STATUS: Non-Exempt

To perform this position successfully, an individual must be able to perform each essential function of the position satisfactorily. The requirements listed in this document are representative of the knowledge, skill, and/or ability required. Monroe County provides reasonable accommodations to qualified employees and applicants with known disabilities who require accommodation to complete the application process or perform essential functions of the job unless those accommodations would present an undue hardship.

Incumbent serves as Floating Assessor Specialist/Deputy for the Monroe County Assessor's Office, responsible for maintaining Business Tangible Personal Property, and Annually Assessed Mobile Home records, verifying accuracy of related documentation, as well as the reassessment of non- movable property valuation on residential, commercial, industrial, and new construction.

#### **DUTIES**

Conducts personal property inventory and moving expense estimates on a limited scope.

Enters personal property information into assessment software, including entering activity codes, parcel numbers, federal identification numbers, and acquired equipment costs as submitted by taxpayer, finds and associates real property parcel number using Geographical Information System (GIS), and scans documents as required.

Reviews business tangible personal property returns by conducting a desk audit for accuracy, including verifying Northern American Industry Classification System (NCIS) activity codes, federal identification numbers, parcel numbers, and district numbers, ensuring compliance with state regulations.

Performs assessments for annually assessed mobile homes, including entering mobile home data in CAD based assessment software, generating and printing reports, analyzing market data, performing field inspections, and assigning assessments, generating and mailing assessment notices to taxpayers.

Obtains and analyzes building blueprints, along with field team data to create technical drawings based on specifications and calculations within the blueprints and produce drawings of digital layers using Computer Assisted Draft (CAD) based assessment software and generates final computer drawings of residential and commercial building outlines for property valuation information and updates to property record cards. Conducts informal hearings with taxpayers in accordance with state law verifying accuracy of data, conducting market analysis, reading, and interpreting Uniform Standards of Professional Appraisal Practice (USPAP) Compliant Appraisals with the goal of resolution.

Serves as frontline customer service representative on behalf of the office. Educates and aides taxpayers in understanding property assessments, including reviewing property card, answering questions, explaining information, resolving complaints, and diffusing irate individuals to aide in their understanding. Communicates with taxpayers using various methods such as mail, email, chat, text, telephone, virtual, and in person.

Represents the Assessor and GIS office in a customer service role by answering telephones/greeting customers in a welcoming and friendly manner, responding to inquiries, and directing callers/visitors to appropriate individual or department.

Communicates with software vendors to identify departmental needs, develop customized software for use in department operations and resolve software issues.

Attends departmental meetings as requested.

Attends continued education courses to maintain State required professional certifications.

Performs duties of other office staff as required.

Performs related duties as assigned.

## I. JOB REQUIREMENTS AND DIFFICULTY OF WORK

High school diploma or HSE. Associates degree and/or related previous experience preferred.

Possession of and ability to maintain possession of State of Indiana Level 2 Assessor/Appraiser Certification.

Thorough knowledge of Indiana State property tax code, assessing principles as determined by the International Association of Assessing Officials, and techniques and ability to apply such knowledge to a variety of interrelated processes and tasks.

Thorough knowledge of State of Indiana Department of Local Governance Finance rules, regulations, and procedures.

Working knowledge in reading and interpreting blueprints with the ability to draft technical drawings based on specifications and calculations within the blueprints and produces drawings of digital layers using computer assisted draft (CAD) based assessment software.

Working knowledge of land surveying techniques and legal procedures concerning local property and personal taxation, with ability to apply procedures and requirements to specific tasks.

Practical application of English grammar, spelling, and punctuation, and ability to use standard office equipment, including but not limited to computer, keyboard, copier, fax machine, telephone, and calculator.

Ability to maintain current knowledge of applicable statutes and guidelines and adapt to changes in procedures accordingly.

Ability to compute/perform arithmetic operations, such as calculating taxes and penalties.

Ability to compile, analyze and evaluate data, make determinations, and present findings in oral or written form.

Ability to compare or observe similarities and differences between data, people, or things.

Ability to maintain knowledge of all computer software programs used by Assessor's Office.

Ability to apply knowledge of people and locations, and read/interpret detailed equipment lists, invoices, digital and hand-made drawings, specifications, and maps.

Ability to perform the statutory duties as prescribed for the County Assessor's Office as authorized by the Assessor and State of Indiana.

Ability to effectively communicate orally and in writing with co-workers, other Monroe County departments, and the public, including being sensitive to professional ethics, gender, cultural diversities, and disabilities.

Ability to provide public access to or maintain confidentiality of department information and records according to state requirements.

Shall comply with all employer and department policies and work rules, including, but not limited to, attendance, safety, drug-free workplace, and personal conduct.

Ability to work alone with minimum supervision and with others in a team environment, often amidst frequent distractions and interruptions, and under pressure from formal schedules, deadlines, and high-volume operations.

Ability to work on several tasks at the same time and work rapidly for long periods, often under time pressure.

Ability to understand, memorize, retain, and carry out written or oral instructions and present findings in oral or written form.

## II. <u>RESPONSIBILITY</u>

Incumbent performs a variety of duties according to a flexible, customary routine with priorities determined by seasonal deadlines and service needs of the public. Incumbent has full discretion and authority allowed under the County Assessor's policies, procedures, and practices in making assessment

valuation decisions. Errors in incumbent's work are detected through supervisory review and/or legally defined procedures. Undetected error may result in loss of money and/or loss of time for correction.

## III. PERSONAL WORK RELATIONSHIPS

Incumbent maintains frequent contact with co-workers, other County departments, and the public for a variety of purposes including explaining and interpreting departmental policy and assuring proper accomplishment of duties.

Incumbent reports directly to Personal Property Specialist Supervisor.

## IV. PHYSICAL EFFORT AND WORKING ENVIRONMENT

Incumbent performs duties in a standard office environment, including sitting/walking at will, sitting for long periods, lifting/carrying objects weighing up to 25 pounds, close/far vision, speaking clearly, hearing sounds/communication, and driving. Incumbent may be exposed to potentially irate/hostile individuals.

## APPLICANT/EMPLOYEE ACKNOWLEDGEMENT

The job description for the position of Floating Assessor Specialist/Deputy for the Monroe County Assessor Department describes the duties and responsibilities for employment in this position. I acknowledge that I have received this job description and understand that it is not a contract of employment. I am responsible for reading this job description and complying with all job duties, requirements and responsibilities contained herein, and any subsequent revisions.

Is there anything that would keep you from meeting the job duties and requirements as outlined? Yes\_\_\_\_ No\_\_\_\_

Applicant/Employee Signature

Date

Type or Print Name

 $\diamond$ 

I have reviewed the job duties, requirements and responsibilities contained herein with the employee.

Department Head/Supervisor Signature

Date

Type or Print Name

POSITION:Property DirectorDEPARTMENT:AssessorWORK SCHEDULE:As AssignedJOB CATEGORY:PAT A (Professional, Administrative, Technological)PAC Recommendation:PAT D (Professional, Administrative, Technological)

| DATE WRITTEN: | October 2018 |
|---------------|--------------|
| DATE REVISED: | April 2024   |

STATUS: Full-Time FLSA STATUS: Non-Exempt

To perform this position successfully, an individual must be able to perform each essential function of the position satisfactorily. The requirements listed in this document are representative of the knowledge, skill, and/or ability required. Monroe County provides reasonable accommodations to qualified employees and applicants with known disabilities who require accommodation to complete the application process or perform essential functions of the job unless those accommodations would present an undue hardship.

Incumbent serves as Property Director for the Monroe County Assessor's Office, responsible for overseeing property valuation on agricultural, residential, commercial, industrial, and new construction, advising on Business Personal Property, Mobile Homes, Appeals and Sales Disclosures, and supervising all divisions within the Assessor's Office and advises Assessor in personnel decisions.

#### **DUTIES**:

Assumes all responsibilities of the Chief Deputy Assessor in their absence, including overseeing and directing general operations of the department.

Oversees all aspects of the Monroe County Assessor's property division and supervises assigned personnel, including communicating and administering personnel policies and procedures, delegating work assignments, maintaining discipline, and assuring proper and timely completion of assigned tasks.

Participates in the interviewing of candidates and making hiring recommendations. Trains all property division employees regarding procedures and software use.

Collects, reviews, and approves all land and improvement records, various property transactions and work product of property division employees.

Develops and implements departmental procedural guidelines and educates the internal control team on guidelines and relevant state guidelines, reviews and recommends changes to department operations and facilitates implementation of any necessary changes.

Obtains and analyzes building blueprints, creates technical drawings based on specifications and calculations within the blueprints, and produces drawings of digital layers using computer assisted draft (CAD) based assessment software. Generates final computer drawings of residential and commercial building outlines for property valuation information and updates to property record cards.

Measures and collects assessment data and/or valuation data, inputs permit, administers quality control, and ensures accuracy of parcel value and data to contribute to the ongoing reassessment for new

construction and existing commercial, industrial, agricultural, and residential property. Collaborates with contracted valuation vendors.

Incorporates all changes to County plat books Geographical Information System (GIS) system attributes, geo-mapping of County plat information from survey documents, various property transactions into INCama software and updates land records.

Processes building and occupancy permits from local building departments. Tracks new construction building and occupancy permits for taxation purposes and closely monitors inspector data for property completion.

Communicates with software vendors to identify departmental needs, develop customized software for use in department operations and resolve software issues.

Researches leasing information for specific property types, analyses income and expense, vacancy, and collection loss data. Compiles databases to calculate and create valuation models for income producing properties.

Educates and trains staff members on assessment and GIS software and procedures.

Educates and aides taxpayers in understanding property assessments, including reviewing property card, answering questions, explaining information, resolving complaints, and diffusing irate individuals to aide in their understanding.

Provides Auditor all valuation changes, and explanations for parcels within Taxing Increment Finance (TIF) Districts. Maintain all new construction and valuation changes within TIF related parcels within assessment system.

Reads and interprets resolutions from the governing bodies of Monroe County, City of Bloomington, and Town of Ellettsville. Corresponds closely with the Economic Revitalization representatives of the governing bodies, tax representatives, taxpayers, and attorneys, educating them on procedures, guidelines, required State forms, and State mandated deadlines, to properly track the abatement, determine value of property prior to proposed construction or remodel of abated properties to set base rate, receives, analyzes, and stores all documentation related to abatement, assesses new construction of abated property and calculates the difference to determine Abatable values, and verifies abatement percentage.

Develops Sales Comparison analyses within Cama software that will be used to defend assessments throughout appeals process.

Conducts research of legal documents including but not limited to deeds, surveys, resolutions, court orders, declarations, plats, covenants and restrictions, mortgages, leases, and contracts to ensure correct platting of property descriptions, and property in use.

Tracks correspondences and administers valuation updates due to informal commercial property appeals.

Prepares reports monthly and annually and performs check and balances prior to submitting reports to State as required, maintains accurate records and discovers potential improvements to procedures, quality control, and time management.

Generates and transmits annual data extractions to Department of Local Government Finance (DLGF), Legislative Services Agency, and other County departments on or before the deadline prescribed by the State of Indiana Assessment Calendar, and corresponds with DLGF and researches, corrects, and resubmits data not deemed compliant.

Advises and provides quality control for Business tangible personal property and annually assessed mobile homes data. Assists appeals division in responding to inquiries, receiving updated data, and defusing frustration.

Analyzes and calculates Ratio Study on residential sales data, determining, and applying neighborhood and market factors, and calculating accurate real estate market values in delineated market areas.

Creates Income Models within the Cama software, based on market research. Runs reports to identify all units, sends correspondence to owners to request actual income data, uses collected data to restructure income and expenses, and analyzes data to determine the best valuation method for income producing properties.

Creates new neighborhood groupings, land values and related factors based on extensive market research on newly platted developments or stratified existing subdivisions.

Investigates market and sales data with buyers, sellers, real estate brokers, property developers, bankers, appraisers, other County Assessors, and additional professionals knowledgeable in real estate practices and activities.

Conducts research of legal documents to ensure correct platting of property descriptions, and property in use, including deeds, surveys, resolutions, court orders, declarations, plats, covenants and restrictions, mortgages, leases, and contracts.

Follows State legislative & Administrative code changes, as well as active Indiana Senate and House Bills and current tax court cases affecting property assessments, deductions, and taxes.

Represents department in customer service role by answering telephones/greeting customers responding to inquiries and directing callers/visitors to appropriate individual or department.

Mentors other officials from other governmental departments within and outside of Monroe County Government.

Attends departmental meetings and continued education courses to maintain State required professional certifications.

Performs related duties as assigned including overseeing, coordinating, and completing special projects.

Performs duties of other office staff as required.

## I. JOB REQUIREMENTS:

High school diploma or HSE required. Associates degree and/or related previous experience preferred.

Possession of and ability to maintain possession of State of Indiana Level 3 Assessor/Appraiser certification.

Thorough knowledge of Indiana State property tax code, assessing principles as determined by the International Association of Assessing Officials (IAAO), and techniques and ability to apply such knowledge to a variety of interrelated processes and tasks.

Thorough knowledge of software used in Assessor, Auditor, Building, Planning, Recorder and Treasurer offices.

Working knowledge of reading and interpreting blueprints with the ability to draft technical drawings based on specifications and calculations within the blueprints and produces drawings of digital layers using computer assisted draft (CAD) based assessment software.

Working knowledge of land surveying techniques and legal procedures concerning local property and personal taxation, with ability to apply procedures and requirements to specific tasks.

Knowledge of departmental functions and office procedures and ability to properly maintain official department records and documents.

Ability to maintain current knowledge of GIS related applications by reading related publications and attending seminars, conferences, and/or meetings.

Ability to maintain current knowledge of applicable statutes and guidelines and adapt to changes in procedures accordingly.

Practical application of English grammar, spelling, and punctuation, and ability to use standard office equipment, including but not limited to computer, keyboard, copier, fax machine, telephone, postage meter and calculator.

Ability to perform the statutory duties as prescribed for the County Assessor's Office as authorized by the Assessor and State of Indiana.

Ability to supervise assigned staff, including interviewing candidates and making hiring recommendations, providing orientation and training staff, planning, delegating, and controlling work assignments, reviewing, and approving work products and assignments, evaluating performance, maintaining discipline, and communicating and administering personnel programs and procedures.

Ability to effectively communicate orally and in writing with co-workers, other Monroe County departments, City of Bloomington Departments, Town of Ellettsville Departments, Department of Natural Resources (DNR), Indiana Department of Environmental Management (IDEM), and Department of Local Government Finance (DLGF), Indiana Legislative Services Agency (LSA), Economic Revitalization Committees, realtors, attorneys, tax representatives, appraisers, title companies, Nexus Group Contractors, software vendors, GIS vendors and the public, including being sensitive to professional ethics, gender, cultural diversities, and disabilities.

Ability to apply knowledge of people and locations, plan/layout assigned work projects, and read/interpret detailed prints, sketches, specifications, and maps.

Ability to compute/calculate, compile, collate, and coordinate data and make determinations based on data analysis.

Ability to provide public access to or maintain confidentiality of department information and records according to state requirements.

Shall comply with all employer and department policies and work rules, including, but not limited to, attendance, safety, drug-free workplace, and personal conduct.

Ability to competently serve the public with diplomacy and respect, including occasional encounters with irate/hostile persons.

Ability to work alone with minimum supervision and with others in a team environment often amidst frequent distractions and interruptions, and under pressure from formal schedules, deadlines, and high-volume operations.

Ability to work on several tasks at the same time and work rapidly for long periods, often under time pressure.

Ability to understand, memorize, retain, and carry out written or oral instructions and present findings in oral or written form.

Ability to occasionally testify in legal proceedings/court as required.

Ability to work extended hours and travel out of town for training/conferences, sometimes overnight.

Possession of a valid Indiana driver's license and demonstrated safe driving record.

Performs duties of other office staff as required.

Performs related duties as assigned.

## II. DIFFICULTY OF WORK:

Incumbent performs a limited number of regular and recurring duties, with relationships among them not always self-evident. Incumbent utilizes general instructions, guidelines, and rules, selecting the appropriate ones to apply to specific tasks.

## III. <u>RESPONSIBILITY</u>:

Incumbent performs an array of interrelated and standard tasks according to the prescribed policies, practices, and procedures of the department. Works independently of Assessor with authorization to make binding decisions in regard to assessments. Supervises all divisions within the Assessor's Office and aides in personnel duties, including disciplinary, correction and training, time management and office administration. Errors may also result in major inconvenience to other departments or agencies or members of the public.

## IV. PERSONAL WORK RELATIONSHIPS:

Incumbent maintains frequent contact with co-workers, other Monroe County departments, City of Bloomington Departments, Town of Ellettsville Departments, Department of Natural Resources (DNR), Indiana Department of Environmental Management (IDEM), and Department of Local

Government Finance (DLGF), Indiana Legislative Services Agency (LSA), Economic Revitalization Committees, realtors, attorneys, tax representatives, appraisers, title companies, Nexus Group Contractors, software vendors, GIS vendors and the public for a variety of purposes, including explaining and interpreting departmental policy and rendering service.

Incumbent reports directly to Chief Deputy Assessor and/or Assessor.

## V. PHYSICAL EFFORT AND WORKING ENVIRONMENT:

Incumbent performs duties in a standard office environment, in a vehicle, and in the field, including sitting and walking at will, sitting for long periods, lifting/carrying objects weighing up to 50 pounds, close/far vision, speaking clearly, hearing sounds/communication, and driving. Incumbent is exposed to normal hazards associated with driving a vehicle and working in the field, including exposure to inclement weather. Incumbent may be exposed to potentially irate/hostile individuals.

Incumbent occasionally works extended hours and travels out of town for training/conferences, sometimes overnight.

## APPLICANT/EMPLOYEE ACKNOWLEDGEMENT

The job description for the position of Property Director for the Monroe County Assessor Department describes the duties and responsibilities for employment in this position. I acknowledge that I have received this job description and understand that it is not a contract of employment. I am responsible for reading this job description and complying with all job duties, requirements and responsibilities contained herein, and any subsequent revisions.

Is there anything that would keep you from meeting the job duties and requirements as outlined? Yes\_\_\_\_\_No\_\_\_\_\_

Applicant/Employee Signature

Date

Type or Print Name

~~~~~~~~~~~

I have reviewed the job duties, requirements and responsibilities contained herein with the employee.

Department Head/Supervisor Signature

Date

Type or Print Name

| <b>POSITION:</b>   | Assistant Property Director/Deputy                              |
|--------------------|-----------------------------------------------------------------|
| <b>DEPARTMENT:</b> | Assessor                                                        |
| WORK SCHEDULE:     | As assigned                                                     |
| JOB CATEGORY:      | <b>COMOT D</b> (Computer, Office Machine Operation, Technician) |

#### DATE WRITTEN: April 2024 DATE REVISED:

STATUS: Full-Time FLSA STATUS: Non-Exempt

To perform this position successfully, an individual must be able to perform each essential function of the position satisfactorily. The requirements listed in this document are representative of the knowledge, skill, and/or ability required. Monroe County provides reasonable accommodations to qualified employees and applicants with known disabilities who require accommodation to complete the application process or perform essential functions of the job unless those accommodations would present an undue hardship.

Incumbent serves as Assistant Property Director for the Monroe County Assessor's Office, responsible for the reassessment of non-movable property valuation on residential, commercial, industrial, and new construction and assisting the public and assisting the Property Director in processing reports, providing quality control, and tracking progress in new construction and reassessment logs.

## **DUTIES**

Coordinates with local building departments to obtain applicable permits and blueprints required for assessment, reviewing, and ensuring permits are assigned correct parcel numbers.

Creates permit log and necessary documentation for valuation vendors, delegating valuation vendors assignments and tracking progress toward completion of assignments, and verifying valuation vendors information for accuracy.

Obtains and analyzes building blueprints, along with valuation vendors data to create technical drawings based on specifications and calculations within the blueprints and produce drawings of digital layers using computer assisted draft (CAD) based assessment software and generates final computer drawings of residential and commercial building outlines for property valuation information and updates to property record cards.

Investigates market and sales data with buyers, sellers, real estate brokers, bankers, appraisers, other County Assessors, and additional professionals knowledgeable in real estate practices and activities to ensure valuation accuracy.

Measures and collects assessment data and/or valuation data, administers quality control, and ensures accuracy of parcel value and data to contribute to the ongoing reassessment for existing commercial, industrial, agricultural, and residential property. Collaborates with contracted valuation vendors.

Creates new neighborhood groupings, land values and related factors based on extensive market research on newly platted developments or stratified existing subdivisions.

Develops Sales Comparison analyses within the Cama software that will be used to defend assessments throughout the appeals process.

Conducts informal hearings with taxpayers in accordance with state law verifying accuracy of data, conducting market analysis, reading, and interpreting Uniform Standards of Professional Appraisal Practice (USPAP) Compliant Appraisals with the goal of resolution.

Conducts research of legal documents including but not limited to deeds, surveys, resolutions, court orders, declarations, plats, covenants and restrictions, mortgages, leases, and contracts to ensure correct platting of property descriptions, and property in use including deeds, surveys, resolutions, court orders, declarations, plats, covenants and restrictions, mortgages, leases, and contracts.

Communicates with software vendors to identify departmental needs, develop customized software for use in department operations and resolve software issues.

Educates and trains staff members on assessment and GIS software and procedures.

Serves as frontline customer service representative of behalf of the office. Educates and aides taxpayers in understanding property assessments, including reviewing property card, answering questions, explaining information, resolving complaints, and diffusing irate individuals to aide in their understanding. Communicates with taxpayers using various methods such as mail, email, chat, text, telephone, virtual, and in person

Provides Auditor all valuation changes, and explanations for parcels within Taxing Increment Finance (TIF) Districts. Maintains new construction and valuation changes within TIF related parcels within assessment system.

Generates comprehensive data reports by request from various county, city, and private individuals for a variety of assessment related topics accurately, timely, and professionally.

Attends departmental meetings as requested.

Attends continued education courses to maintain State required professional certifications.

Performs duties of other office staff as required.

Performs related duties as assigned.

## I. JOB REQUIREMENTS AND DIFFICULTY OF WORK

High school diploma or HSE required. Associates degree and/or related previous experience preferred.

Possession of and ability to maintain possession of State of Indiana Level 2 or Level 3 Assessor/Appraiser certification.

Thorough application of software used in the Assessor's, Auditor's, Building, Planning, Recorder and Treasurer's offices.

Thorough knowledge of Indiana State property tax code, assessing principles as determined by the International Association of Assessing Officials, and techniques and ability to apply such knowledge to a variety of interrelated processes and tasks.

Working knowledge in reading and interpreting blueprints with the ability to draft technical drawings based on specifications and calculations within the blueprints and produces drawings of digital layers using computer assisted draft (CAD) based assessment software.

Working knowledge of land surveying techniques and legal procedures concerning local property and personal taxation, with ability to apply procedures and requirements to specific tasks.

Knowledge of applicable statutes and guidelines and ability to adapt to changes in procedures accordingly.

Practical application of English grammar, spelling, and punctuation, and ability to use standard office equipment, including but not limited to computer, keyboard, copier, fax machine, telephone, and calculator.

Knowledge of departmental functions and office procedures and ability to properly maintain official department records and documents.

Ability to effectively communicate orally and in writing with co-workers, other Monroe County departments, buyers/sellers, brokers, bankers, appraisers, realtors, and the public, including being sensitive to professional ethics, gender, cultural diversities, and disabilities.

Ability to perform the statutory duties as prescribed for the County Assessor's Office as authorized by the Assessor and State of Indiana.

Ability to compute/calculate, compile, collate, and coordinate data and make determinations based on data analysis.

Ability to provide public access to or maintain confidentiality of department information and records according to state requirements.

Shall comply with all employer and department policies and work rules, including, but not limited to, attendance, safety, drug-free workplace, and personal conduct.

Ability to work alone with minimum supervision and with others in a team environment, often amidst frequent distractions and interruptions, and under pressure from formal schedules, deadlines, and high-volume operations.

Ability to work on several tasks at the same time and work rapidly for long periods, often under time pressure.

Ability to understand, memorize, retain, and carry out written or oral instructions and present findings in oral or written form.

Ability to work extended hours and evenings and travel out of town for training/conferences, sometimes overnight.

Possession of a valid Indiana driver's license and demonstrated safe driving record.

## II. <u>RESPONSIBILITY</u>

Incumbent performs a flexible, customary routine with priorities determined by seasonal deadlines and service needs of the public. Incumbent has full discretion and authority allowed under the County Assessor's policies, procedures, and practices in making reassessment valuation decisions. Errors in work are detected through supervisory review and notification from other departments or agencies. Undetected errors may result in loss of money and loss of time for correction.

## III. PERSONAL WORK RELATIONSHIPS

Incumbent maintains frequent contact with co-workers, other local government departments, State agencies, Economic Revitalization Committees, realtors, attorneys, tax representatives, appraisers, title companies, contracted valuation vendors, software vendors, GIS vendors and the public for a variety of purposes, including explaining and interpreting departmental policy and rendering service.

Incumbent reports directly to Property Director.

## IV. PHYSICAL EFFORT AND WORKING ENVIRONMENT

Incumbent performs duties in a standard office environment, in a vehicle, and in the field, including sitting/walking at will, sitting for long periods, lifting/carrying objects weighing up to 50 pounds, close/far vision, speaking clearly, hearing sounds/communication, and driving. Incumbent is exposed to normal hazards associated with driving a vehicle and working in the field, including exposure to inclement weather.

Incumbent occasionally works extended hours and evenings, and travels out of town for the purpose of training/conferences, occasionally overnight.

## **APPLICANT/EMPLOYEE ACKNOWLEDGEMENT**

The job description for the position of Assistant Property Director for the Monroe County Assessor Department describes the duties and responsibilities for employment in this position. I acknowledge that I have received this job description and understand that it is not a contract of employment. I am responsible for reading this job description and complying with all job duties, requirements and responsibilities contained herein, and any subsequent revisions.

Is there anything that would keep you from meeting the job duties and requirements as outlined? Yes\_\_\_\_No\_\_\_\_

Applicant/Employee Signature

Date

Type or Print Name

 $\diamond$ 

I have reviewed the job duties, requirements and responsibilities contained herein with the employee.

Department Head/Supervisor Signature

Date

Type or Print Name

| <b>POSITION:</b>     | Personal Property Specialist Supervisor/Deputy                  |
|----------------------|-----------------------------------------------------------------|
| <b>DEPARTMENT:</b>   | Assessor                                                        |
| WORK SCHEDULE:       | 8:00 a.m. – 4:00 p.m., M-F                                      |
| <b>JOB CATEGORY:</b> | <b>COMOT D</b> (Computer, Office Machine Operation, Technician) |

| <b>DATE WRITTEN:</b> | September 2005 |
|----------------------|----------------|
| DATE REVISED:        | April 2024     |

STATUS: Full-Time FLSA STATUS: Non-Exempt

To perform this position successfully, an individual must be able to perform each essential function of the position satisfactorily. The requirements listed in this document are representative of the knowledge, skill, and/or ability required. Monroe County provides reasonable accommodations to qualified employees and applicants with known disabilities who require accommodation to complete the application process or perform essential functions of the job unless those accommodations would present an undue hardship.

Incumbent serves as Personal Property Specialist Supervisor/Deputy for the Monroe County Assessor's Office, responsible for maintaining Business Tangible Personal Property, Annually Assessed Mobile Home records, verifying accuracy of related documentation, assisting the public, and supervising assigned staff.

#### **DUTIES:**

Supervises assigned staff, including but not limited to, planning, delegating, and controlling work assignments, reviewing, and approving work products and assignments, evaluating performance, maintaining discipline, and communicating and administering personnel programs and procedures.

Mentors and trains staff on the proper handling of business tangible personal property, annually assessed mobile home records and the processes needed to comply with state law.

Participates in the interviewing of candidates and makes hiring recommendations.

Coordinates with other Departmental Supervisors to identify departmental needs, departmental short-term and long-term goals and develops plan for implementation of identified goals.

Records Business Tangible Personal Property Return information into assessment software along with analyzing returns by conducting desk audits for accuracy. Including verifying North American Industry Classification System (NAICS) codes, Federal Identification Numbers, acquired equipment costs, parcel numbers, taxing district numbers, and processing 103 Economic Revitalization Area (ERA) deduction forms ensuring compliance with state regulations.

Educates and aides taxpayers on completing and submitting Business Tangible Personal Property forms as needed.

Assists taxpayers in filing through the State of Indiana Personal Property online Portal (PPOP-IN). Responsible processing, importing into INCama system, and auditing the returns filed by taxpayers through PPOP-IN. Performs assessments for Annually Assessed Mobile Homes, including entering data in CAD based assessment software, generating and printing reports, analyzing market data, performing field inspections, and assigning assessments, and processing manufactured (mobile) home permits. Generates and mails assessment notices to taxpayers.

Works closely with Auditor and Legal departments to process and track Personal Property Tax Abatements to assure accuracy which is critical to the tax base.

Works closely with credit service/collections vendor, Treasurer and Legal departments to process and track judgements to assure accuracy which is crucial to collecting back taxes.

Generates and transmits annual data extractions to Department of Local Government Finance (DLGF), Legislative Services Agency, and other County departments on or before the deadline prescribed by the State of Indiana Assessment Calendar. Corresponds with DLGF and researches, corrects, and resubmits data not deemed compliant.

Communicates with software vendors to identify departmental needs, develop customized software for use in department operations and resolve software issues.

Represents the Assessor and GIS office in a customer service role by answering telephones/greeting customers in a welcoming and friendly manner, responding to inquiries, and directing callers/visitors to appropriate individual or department.

Attends departmental meetings as requested.

Attends continued education courses to maintain State required professional certifications.

Performs duties of other office staff as required.

Performs related duties as assigned.

## I. JOB REQUIREMENTS AND DIFFICULTY OF WORK:

High school diploma or HSE, Associates degree and/or related previous experience preferred.

Possession of and ability to maintain possession of State of Indiana Level 2 Assessor/Appraiser certification.

Thorough knowledge of Indiana State property tax code, assessing principles as determined by the International Association of Assessing Officials (IAAO), and techniques and ability to apply such knowledge to a variety of interrelated processes and tasks.

Thorough knowledge of State of Indiana Department of Local Governance Finance rules, regulations, and procedures.

Practical application of English grammar, spelling, and punctuation, and ability to use standard office equipment, including but not limited to computer, keyboard, copier, fax machine, telephone, and calculator.

Ability to maintain current knowledge of applicable statues and guidelines and adapt to changes in procedures accordingly.

Ability to compute/perform arithmetic operations, such as calculating taxes and penalties.

Ability to compile, analyze, and evaluate data, make determinations, and present findings in oral or written form.

Ability to compare or observe similarities and differences between data, businesses, or other related topics in the field of work.

Ability to apply knowledge of people and locations, and read/interpret detailed equipment lists, invoices, sketches, specifications, and maps.

Ability to perform the statutory duties as prescribed for the County Assessor's Office as authorized by the Assessor and State of Indiana.

Ability to effectively communicate orally and in writing with co-workers, other Monroe County departments, and the public, including being sensitive to professional ethics, gender, cultural diversities, and disabilities.

Ability to supervise assigned staff, including interviewing candidates and making hiring recommendations, providing orientation and training staff, planning, delegating, and controlling work assignments, reviewing, and approving work products and assignments, evaluating performance, and maintaining discipline, and communicating and administering personnel programs and procedures.

Ability to provide public access to or maintain confidentiality of department information and records according to state requirements.

Shall comply with all employer and department policies and work rules, including, but not limited to, attendance, safety, drug-free workplace, and personal conduct.

Ability to work alone with minimum supervision and with others in a team environment often amidst frequent distractions and interruptions, and under pressure from formal schedules, deadlines, and high-volume operations.

Ability to work on several tasks at the same time and work rapidly for long periods, often under time pressure.

Ability to understand, memorize, retain, and carry out written or oral instructions and present findings in oral or written form.

## II. <u>RESPONSIBILITY</u>:

Incumbent performs a variety of duties according to a flexible, customary routine with priorities determined by seasonal deadlines and service needs of the public. Incumbent has full discretion and authority allowed under the County Assessor's policies, procedures, and practices in making assessment

valuation decisions. Errors in incumbent's work are detected through supervisory review and/or legally defined procedures. Undetected error may result in loss of money and/or loss of time for correction.

## III. PERSONAL WORK RELATIONSHIPS:

Incumbent maintains frequent contact with co-workers, other local government departments, State agencies, software venders, and the public for a variety of purposes including supervising assigned staff, explaining, and interpreting departmental policy, and assuring proper accomplishment of duties.

Incumbent reports directly to Property Director.

## IV. PHYSICAL EFFORT AND WORKING ENVIRONMENT:

Incumbent performs duties in a standard office environment, including sitting/walking at will, sitting for long periods, lifting/carrying objects weighing up to 25 pounds, close/far vision, speaking clearly, hearing sounds/communication, and driving. Incumbent may be exposed to potentially irate/hostile individuals.

## APPLICANT/EMPLOYEE ACKNOWLEDGEMENT

The job description for the position of Personal Property Specialist Supervisor/Deputy for the Monroe County Assessor Department describes the duties and responsibilities for employment in this position. I acknowledge that I have received this job description and understand that it is not a contract of employment. I am responsible for reading this job description and complying with all job duties, requirements and responsibilities contained herein, and any subsequent revisions.

Is there anything that would keep you from meeting the job duties and requirements as outlined? Yes\_\_\_\_ No\_\_\_\_

Applicant/Employee Signature

Date

Type or Print Name

~~~~~~~~~~

I have reviewed the job duties, requirements and responsibilities contained herein with the employee.

Department Head/Supervisor Signature

Date

Type or Print Name

| <b>POSITION:</b>     | Personal Property Assessment Specialist/Deputy                  |  |
|----------------------|---|--|
| <b>DEPARTMENT:</b>   | Assessor  |  |
| WORK SCHEDULE:       | As Assigned   |  |
| <b>JOB CATEGORY:</b> | <b>COMOT C</b> (Computer, Office Machine Operation, Technician) |  |

| DATE WRITTEN: | September 2005 | STATUS: Full-Time       |
|---------------|----------------|-------------------------|
| DATE REVISED: | April 2024     | FLSA STATUS: Non-Exempt |

To perform this position successfully, an individual must be able to perform each essential function of the position satisfactorily. The requirements listed in this document are representative of the knowledge, skill, and/or ability required. Monroe County provides reasonable accommodations to qualified employees and applicants with known disabilities who require accommodation to complete the application process or perform essential functions of the job unless those accommodations would present an undue hardship.

Incumbent serves as Personal Property Assessment Specialist/Deputy for the Monroe County Assessor's Office, responsible for maintaining Business Tangible Personal Property, and Annually Assessed Mobile Home records, verifying accuracy of related documentation, and assisting the public.

#### **DUTIES:**

Conducts personal property inventory and moving expense estimates on a limited scope.

Educates and aides taxpayers on completing and submitting Business Tangible Personal Property Forms as needed.

Enters personal property information into assessment software, including entering activity codes, parcel numbers, federal identification numbers, and acquired equipment costs as submitted by taxpayer and using Geographical Information System (GIS) finds and associates real property parcel number to personal property parcel(s). Scans documents as required.

Reviews business tangible personal property returns by conducting a desk audit for accuracy, including verifying activity codes, federal identification numbers, parcel numbers, and district numbers, ensuring compliance with state regulations.

Performs assessments for annually assessed mobile homes, including entering mobile home data in CAD based assessment software, generating and printing reports, analyzing market data, performing field inspections, and assigning assessments. Generates and mails assessment notices to taxpayers.

Communicates with software vendors to identify departmental needs, develop customized software for use in department operations and resolve software issues.

Represents the Assessor and GIS office in a customer service role by answering telephones/greeting customers in a welcoming and friendly manner, responding to inquiries, and directing callers/visitors to appropriate individual or department.

Attends departmental meetings as requested.

Attends continued education courses to maintain State required professional certifications.

Performs duties of other office staff as required.

Performs related duties as assigned.

## I. JOB REQUIREMENTS AND DIFFICULTY OF WORK:

High school diploma or HSE, Associates degree and/or related previous experience preferred.

Possession of and ability to maintain possession of State of Indiana Level 2 Assessor/Appraiser certification.

Thorough knowledge of Indiana State property tax code, assessing principles as determined by the International Association of Assessing Officials, and techniques and ability to apply such knowledge to a variety of interrelated processes and tasks.

Thorough knowledge of State of Indiana Department of Local Governance Finance rules, regulations, and procedures.

Practical application of English grammar, spelling, and punctuation, and ability to use standard office equipment, including but not limited to computer, keyboard, copier, fax machine, telephone, and calculator.

Ability to maintain current knowledge of applicable statutes and guidelines and adapt to changes in procedures accordingly.

Ability to compute/perform arithmetic operations, such as calculating taxes and penalties.

Ability to compile, analyze and evaluate data, make determinations, and present findings in oral or written form.

Ability to compare or observe similarities and differences between data, people, or things.

Ability to maintain knowledge of all computer software programs used by Assessor's Office.

Ability to apply knowledge of people and locations, and read/interpret detailed equipment lists, invoices, sketches, specifications, and maps.

Ability to perform the statutory duties as prescribed for the County Assessor's Office as authorized by the Assessor and State of Indiana.

Ability to effectively communicate orally and in writing with co-workers, other Monroe County departments, and the public, including being sensitive to professional ethics, gender, cultural diversities, and disabilities.

Ability to provide public access to or maintain confidentiality of department information and records according to state requirements.

Shall comply with all employer and department policies and work rules, including, but not limited to, attendance, safety, drug-free workplace, and personal conduct.

Ability to work alone with minimum supervision and with others in a team environment, , often amidst frequent distractions and interruptions, and under pressure from formal schedules, deadlines, and high-volume operations.

Ability to work on several tasks at the same time and work rapidly for long periods, often under time pressure.

Ability to understand, memorize, retain, and carry out written or oral instructions and present findings in oral or written form.

## II. <u>RESPONSIBILITY</u>:

Incumbent performs a variety of duties according to a flexible, customary routine with priorities determined by seasonal deadlines and service needs of the public. Incumbent has full discretion and authority allowed under the County Assessor's policies, procedures, and practices in making assessment valuation decisions. Errors in incumbent's work are detected through supervisory review and/or legally defined procedures. Undetected error may result in loss of money and/or loss of time for correction.

## III. PERSONAL WORK RELATIONSHIPS:

Incumbent maintains frequent contact with co-workers, other local government departments, State agencies, software venders, and the public for a variety of purposes including supervising assigned staff, explaining, and interpreting departmental policy, and assuring proper accomplishment of duties.

Incumbent reports directly to Personal Property Specialist Supervisor.

# IV. PHYSICAL EFFORT AND WORKING ENVIRONMENT:

Incumbent performs duties in a standard office environment, including sitting/walking at will, sitting for long periods, lifting/carrying objects weighing up to 25 pounds, close/far vision, speaking clearly, hearing sounds/communication, and driving. Incumbent may be exposed to potentially irate/hostile individuals.

## APPLICANT/EMPLOYEE ACKNOWLEDGEMENT

The job description for the position of Personal Property Assessment Specialist/Deputy for the Monroe County Assessor Department describes the duties and responsibilities for employment in this position. I acknowledge that I have received this job description and understand that it is not a contract of employment. I am responsible for reading this job description and complying with all job duties, requirements and responsibilities contained herein, and any subsequent revisions.

Is there anything that would keep you from meeting the job duties and requirements as outlined? Yes\_\_\_\_\_ No\_\_\_\_\_

Applicant/Employee Signature

Date

Type or Print Name

I have reviewed the job duties, requirements and responsibilities contained herein with the employee.

Department Head/Supervisor Signature

Date

Type or Print Name

POSITION:GIS Assessment Administrator/DeputyDEPARTMENT:AssessorWORK SCHEDULE:8:00 a.m. - 4:00 p.m., M-FJOB CATEGORY:COMOT D (Computer, Office Machine Operation, Technician)PAC Recommendation:PAT B (Professional, Administrative, Technological)

DATE WRITTEN: April 2024 DATE REVISED: STATUS: Full-time FLSA STATUS: Non-Exempt

To perform this position successfully, an individual must be able to perform each essential function of the position satisfactorily. The requirements listed in this document are representative of the knowledge, skill, and/or ability required. Monroe County provides reasonable accommodations to qualified employees and applicants with known disabilities who require accommodation to complete the application process or perform essential functions of the job unless those accommodations would present an undue hardship.

Incumbent serves as GIS Assessment Administrator/Deputy for the Monroe County Assessor's Office, responsible for coordinating the use of Geographical Information System (GIS) for assessment purposes, transferring of real estate property, processing splits and transfers, calculating land valuation assessments including home sites, tillable land, classified forestry, woodland, and other agricultural land.

### **DUTIES**

Performs various Geographic Information Systems (GIS) assessment duties, including but not limited to creating and editing printed and digital maps within the ESRI based software, providing GIS products and information for reports and presentation, creating, maintaining, and updating databases for valuation and location comparisons.

Coordinates GIS usage for department, including using ortho maps and land use tables and operating GIS digital mapping computer software, including digitizing ownership, mapping numbers, soil identification, and proper use and locations for assessment purposes.

Collaborates with GIS and INCama software vendors in developing customized software for use in department operations and educates and trains staff members on assessment and GIS software and procedures.

Maintains and updates property records with land splits, combinations, surveys, plats, annexations and transfers, new and additional assessments, and changes for all townships in County, including entering information as digital and hardcopy files. Generates property assessment records for newly platted subdivisions and parcels.

Assists the Property Director in the research, investigation, and creation of new neighborhood groupings, land values and related factors based on extensive market research on newly platted developments or stratified existing subdivisions.

Receives applications for classified forest and manually converts classified forest survey GIS processes to manually convert a classified forest survey into a digital footprint to identify USDA soil types, land

use types, and eligibility of land being assigned Classified Forestry by the State of Indiana Department of Natural Resources (DNR), as well as remaining non-classified forest agricultural land. Maintains contact with DNR forester on new applications, and violations of classified forest requirements.

Calculates back taxes and penalties for withdrawals from Classified Forestry program.

Conducts research of legal documents including but not limited to deeds, surveys, resolutions, court orders, declarations, plats, covenants and restrictions, mortgages, leases, and contracts to ensure correct platting of property descriptions, and property in use.

Coordinates with local planning departments to obtain new and updated location address, update parcels with legal description, ownership, and new location addresses in INCama system and uses GIS to review and ensure addresses are assigned to the correct parcel numbers.

Assists the Property Director in analyzing building blueprints and creating technical drawings based on specifications and calculations within the blueprints and produces drawings of digital layers using computer assisted draft (CAD) based assessment software and generates final computer drawings of residential and commercial building outlines for property valuation information and updates to property record cards.

Conducts informal hearings with taxpayers in accordance with state law verifying accuracy of data, conducting market analysis, reading, and interpreting Uniform Standards of Professional Appraisal Practice (USPAP) Compliant Appraisals with the goal of resolution.

Reconciles conflicting land assessment information and data with appropriate boundary geometries per recorded survey and GIS mapping components. Edits land size or type in INCama system to updated information in GIS.

Reviews and determines validity and valuation of a solar or geothermal deduction application. Assigns and calculates tax caps for land and structures for homestead deductions and provides Auditor with appropriate deductible assessment values.

Prepares reports and monthly check and balances to maintain accurate records and discover potential improvements to procedures, quality control, time management, and accuracy.

Creates and manually generates comprehensive data reports by request from various county, city, state, and private individuals for a variety of assessment related topics accurately, timely, and professionally.

Represents the Assessor and GIS office in a customer service role by answering telephones/greeting customers in a welcoming and friendly manner, responding to inquiries, and directing callers/visitors to appropriate individual or department.

Coordinates all business and Economic Development deductions, tax abatements and Enterprise Zone Investment deductions, including administering these programs collaboratively with County Council, City of Bloomington, and Bloomington Urban Enterprise.

Interprets abatement resolutions from the governing bodies of Monroe County, The City of Bloomington, and the Town of Ellettsville. Collaborates closely with and educates the Economic Revitalization representatives of the governing bodies, other county departments, tax

representatives, taxpayers and attorneys on procedures, guidelines, required State forms, and State mandated deadlines and tracks the abatement from submission of the application to the final year of the approved abatement.

Exchanges information frequently with other County departments.

Performs duties of other office staff as required.

Performs related duties as assigned.

### I. JOB REQUIREMENTS AND DIFFICULTY OF WORK

High school diploma or HSE. Associates degree and/or related previous experience preferred.

Possession of and ability to maintain possession of State of Indiana Level 3 Assessor/Appraiser certification.

Working knowledge in reading and interpreting blueprints with the ability to draft technical drawings based on specifications and calculations within the blueprints and produces drawings of digital layers using computer assisted draft (CAD) based assessment software.

Working knowledge of Indiana State property tax code, assessing principles as determined by the International Association of Assessing Officials, and techniques and ability to apply such knowledge to a variety of interrelated processes and tasks.

Working knowledge of County land areas and applicable state and local codes and terminology, with ability to accurately read, interpret, and use land documents.

Working knowledge of land surveying techniques and legal procedures concerning local property and personal taxation, with ability to apply procedures and requirements to specific tasks.

Working knowledge of GIS hardware, software, and usage, including ability to read related maps and input data.

Working knowledge of English grammar, spelling, and punctuation, and ability to use standard office equipment, including but not limited to computer, keyboard, copier, fax machine, telephone, and calculator.

Thorough knowledge of legal procedures concerning local property and personal taxation, with ability to apply procedures and requirements to specific tasks.

Thorough knowledge of drafting, geometry, trigonometry, and related practices, procedures, and equipment, with ability to accurately review and process property records, identify and resolve discrepancies, and prepare maps and drawings accordingly.

Thorough knowledge of Department computer systems and related programs, with ability to effectively enter and analyze data, process property information, and prepare plat maps and drawings accordingly.

Knowledge of departmental functions and office procedures and ability to properly maintain official department records and documents.

Ability to apply knowledge of people and locations, plan/layout assigned work projects, and read/interpret detailed prints, digital and hand-made drawings, specifications, and maps.

Ability to maintain current knowledge of applicable statutes/guidelines, and GIS related applications by reading related publications and attending seminars, conferences, and/or meetings.

Ability to effectively communicate orally and in writing with co-workers, other County departments, Department of Natural Resources (DNR), Indiana Department of Environmental Management (IDEM), and Department of Local Government Finance, realtors, and the public, including being sensitive to professional ethics, gender, cultural diversities, and disabilities.

Ability to perform the statutory duties as prescribed for the County Assessor's Office as authorized by the Assessor and State of Indiana.

Ability to provide public access to or maintain confidentiality of department information and records according to state requirements.

Shall comply with all employer and department policies and work rules, including, but not limited to, attendance, safety, drug-free workplace, and personal conduct.

Ability to work alone with minimum supervision and with others in a team environment often amidst frequent distractions and interruptions, and under pressure from formal schedules, deadlines, and high-volume operations.

Ability to work on several tasks at the same time and work rapidly for long periods, often under time pressure.

Ability to occasionally testify in legal proceedings/court as required.

Ability to understand, memorize, retain, and carry out written or oral instructions and present findings in oral or written form.

Ability to work extended hours and travel out of town for training/conferences, sometimes overnight.

Possession of a valid Indiana driver's license and demonstrated safe driving record.

## II. <u>RESPONSIBILITY</u>

Incumbent performs a variety of duties according to a flexible, customary routine with priorities determined by seasonal deadlines and service needs of the public. Incumbent has full discretion and authority allowed under the County Assessor's policies, procedures, and practices in making reassessment valuation decisions. Errors in decision or accuracy of work are readily detected by procedural safeguards or through periodic supervisory review of work. Undetected errors may result in loss of time and revenue within department and loss of time for correction.

## III. PERSONAL WORK RELATIONSHIPS

Incumbent maintains frequent contact with co-workers, other local government departments, State agencies, Economic Revitalization Committees, realtors, attorneys, tax representatives, appraisers, title companies, contracted valuation vendors, software vendors, GIS vendors and the public for a variety of purposes, including explaining and interpreting departmental policy and ensuring proper accomplishment of duties.

Incumbent reports directly to Property Director.

## IV. PHYSICAL EFFORT AND WORKING ENVIRONMENT

Incumbent performs duties in a standard office environment, in a vehicle, and in the field, including sitting/walking at will, sitting for long periods, lifting/carrying objects weighing up to 25 pounds, close/far vision, speaking clearing, hearing sounds/communication, and driving.

Incumbent is exposed to normal hazards associated with driving a vehicle and working in the field, including exposure to inclement weather. Incumbent may be exposed to potentially irate/hostile individuals.

Incumbent occasionally works extended hours and travels out of town for training/conferences, occasionally overnight.

## APPLICANT/EMPLOYEE ACKNOWLEDGEMENT

The job description for the position of GIS Assessment Administrator/Deputy for the Monroe County Assessor Department describes the duties and responsibilities for employment in this position. I acknowledge that I have received this job description and understand that it is not a contract of employment. I am responsible for reading this job description and complying with all job duties, requirements and responsibilities contained herein, and any subsequent revisions.

Is there anything that would keep you from meeting the job duties and requirements as outlined? Yes\_\_\_\_No\_\_\_\_

Applicant/Employee Signature

Date

Type or Print Name

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I have reviewed the job duties, requirements and responsibilities contained herein with the employee.

Department Head/Supervisor Signature

Date

Type or Print Name

POSITION:Administrator to the PTABOA/Deputy-Level 3DEPARTMENT:AssessorWORK SCHEDULE:As AssignedJOB CATEGORY:COMOT D (Computer, Office Machine Operation, Technician)PAC Recommendation:PAT B (Professional, Administrative, Technological)

#### DATE WRITTEN: September 1995 DATE REVISED: April 2024

STATUS: Full-Time FLSA STATUS: Non-Exempt

To perform this position successfully, an individual must be able to perform each essential function of the position satisfactorily. The requirements listed in this document are representative of the knowledge, skill, and/or ability required. Monroe County provides reasonable accommodations to qualified employees and applicants with known disabilities who require accommodation to complete the application process or perform essential functions of the job unless those accommodations would present an undue hardship.

Incumbent serves as Administrator to the PTABOA/Deputy-Level 3 for the Monroe County Assessor's Office responsible for coordinating the appeals process and supervising all real and personal property appeals, including tax exempt and homestead deduction, and property valuation on residential, commercial, new construction, industrial, and agricultural.

## **DUTIES**

Coordinates all functions of the Property Tax Assessment Board of Appeals (PTABOA), including accepting formal property tax appeals, maintaining accurate records and files, scheduling hearings, tracking progress of appeals, researching, and analyzing information necessary to defend assessments, such as market data, neighborhood delineation maps, letters, and related information regarding assessments.

Reviews contracted Commercial Advisor on commercial appeals. Creates and organizes all communications and documents pertaining to the property appeals.

Mails notices, ensuring appropriate addresses, notifying parties of PTABOA hearings, including taxpayers, taxpayer representatives, attorneys, and witnesses.

Analyzes appeal petitions to determine accuracy in accordance with state law and administrative requirements. Returns defective appeal petitions to taxpayer or tax representatives with appropriate evaluation. Monitors deadlines for resubmitting petitions and sends notices of dismissal as appropriate. Attends various meetings and attends training sessions as required or needed.

Oversees all State Appeals, compiling information for the Attorneys, Tax Representatives, and the Indiana Board of Tax Review, maintaining accurate records and files, implementing settlement changes to property, sending paperwork, and tracking progress of appeals.

Creates technical drawings based on specifications and calculations within blueprints, producing drawings of digital layers using computer assisted draft (CAD) based assessment software, generating final computer drawings of residential building outlines for property valuation information, and updating property record cards.

Performs reassessment of parcels in multiple taxing units, collaborating with multiple departments within the county to ensure proper data, and communicating with contracted vendors to verify reassessment data.

Performs on-site evaluations regarding taxpayer's concerns by verifying data accuracy through inspections of the property as assigned. Responsible for mapping route, scheduling appointments, measuring, and collecting data, making corrections, maintaining database, and mailing new assessment paperwork.

Performs on-site evaluations of damaged properties due to natural disasters and potentially unsafe conditions (i.e., flooding, storms, tornados, fire, former clandestine labs). Including obtaining insurance documentation, evaluating amount of damage to property, correcting assessments accordingly and maintaining accurate records of properties that need reassessed once damage is remediated.

Acts as legal assistant for the Property Tax Attorney for all appeals (PTABOA, Indiana Board of Tax Review, Indiana Tax Court, and Indiana Supreme Court).

Creates Income Models within the INCama software, based on market research. Runs reports to identify all units, sends correspondence to owners to request actual income data, uses collected data to restructure income and expenses, and analyzes data to determine the best valuation method for income producing properties.

Researches, develops, and maintains a GRM (Gross Rent Multiplier) annually, based on research of rental information.

Assists Auditor's Office in identifying properties within the TIF (Tax Increment Financing) district that are under appeal, providing reports that show possible property taxation loss to City/County.

Represents the Assessor and GIS office in a customer service role by answering telephones/greeting customers in a welcoming and friendly manner, responding to inquiries, and directing callers/visitors to appropriate individual or department.

Communicates with attorneys, tax representatives, appraisers, rental companies, title companies, judges, state, and county officials, while maintaining a level of professionalism.

Utilizes the GIS, conducts Agricultural land analysis, including researching Soil ID Overlay reports. Assists taxpayers in filing Classified Forest and Personal Property Farm Forms.

Performs duties of other office staff as required.

Performs related duties as assigned.

## I. JOB REQUIREMENTS AND DIFFICULTY OF WORK

High school diploma or HSE. Associates degree and/or related previous experience preferred.

Possession of and ability to maintain possession of State of Indiana Level 3 Assessor/Appraiser certification.

Working knowledge in reading and interpreting blueprints with the ability to draft technical drawings based on specifications and calculations within the blueprints and produces drawings of digital layers using computer assisted draft (CAD) based assessment software.

Working knowledge of state of Indiana property tax code, appeals process, and assessing principles according to the IAAO (International Association of Assessing Officials) and techniques and ability to apply such knowledge to a variety of interrelated process and tasks.

Working knowledge of GIS computer procedures and ability to apply such knowledge to a variety of interrelated processes, tasks, and operations.

Working knowledge of County land areas and applicable state and local codes and terminology.

Working knowledge of English grammar, spelling, and punctuation, and ability to use standard office equipment, including but not limited to computer, keyboard, copier, fax machine, telephone, calculator, (FTR) recording software, and virtual communication software.

Ability to effectively communicate orally and in writing with co-workers, other County departments, attorneys, taxpayer representatives, and the public, including being sensitive to professional ethics, gender, cultural diversities, and disabilities.

Ability to perform the statutory duties as prescribed for the County Assessor's Office as authorized by the Assessor.

Ability to provide public access to or maintain confidentiality of department information and records according to state requirements.

Shall comply with all employer and department policies and work rules, including, but not limited to, attendance, safety, drug-free workplace, and personal conduct.

Ability to work alone with minimum supervision and with others in a team environment.

Ability to work on several tasks at the same time and work rapidly for long periods, often under time pressure.

Ability to understand, memorize, retain, and carry out written or oral instructions and present findings in oral or written form.

Ability to work extended hours and travel out of town for training/conferences, sometimes overnight.

Ability to testify in legal proceedings/court as required.

Possession of a valid Indiana driver's license and demonstrated safe driving record.

## II. <u>RESPONSIBILITY</u>

Incumbent performs duties according to a flexible, customary routine with priorities determined by seasonal deadlines and service needs of the public. Incumbent has full discretion and authority allowed under the County Assessor's policies, procedures, and practices in making assessment valuation

decisions. Errors in incumbent's work are prevented through legally defined procedures and detected by supervisory review and/or notification from other departments and/or agencies. Undetected errors may result in loss of money and/or loss of time for correction.

### III. PERSONAL WORK RELATIONSHIPS

Incumbent maintains frequent contact with other co-workers, other County departments, attorneys, taxpayer representatives, and the public for a variety of purposes, including receiving daily assignments, explaining, and interpreting departmental procedures, and rendering service.

Incumbent reports directly to Assessor.

## IV. PHYSICAL EFFORT AND WORKING ENVIRONMENT

Incumbent performs duties in a standard office environment, in a vehicle, and in the field, involving sitting/walking at will, sitting for long periods, lifting/carrying objects weighing up to 50 pounds, close/far vision, speaking clearly, hearing sounds/communication, and driving. Incumbent is exposed to normal hazards associated with driving a vehicle and working in the field, including exposure to inclement weather.

Incumbent occasionally works extended hours and travels out of town for the purpose of training/conferences, occasionally overnight.

## APPLICANT/EMPLOYEE ACKNOWLEDGEMENT

The job description for the position of Administrator to the PTABOA/Deputy-Level 3 for the Monroe County Assessor Department describes the duties and responsibilities for employment in this position. I acknowledge that I have received this job description and understand that it is not a contract of employment. I am responsible for reading this job description and complying with all job duties, requirements and responsibilities contained herein, and any subsequent revisions.

Is there anything that would keep you from meeting the job duties and requirements as outlined? Yes\_\_\_\_No\_\_\_\_

Applicant/Employee Signature

Date

Type or Print Name

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I have reviewed the job duties, requirements and responsibilities contained herein with the employee.

Department Head/Supervisor Signature

Date

Type or Print Name

| <b>POSITION:</b>    | Assistant Administrator to the PTABOA/Deputy-Level 2     |
|---------------------|----------------------------------------------------------|
| <b>DEPARTMENT:</b>  | Assessor                                                 |
| WORK SCHEDULE:      | As Assigned                                              |
| JOB CATEGORY:       | COMOT D (Computer, Office Machine Operation, Technician) |
| PAC Recommendation: | PAT B (Professional, Administrative, Technological)      |

#### DATE WRITTEN: September 1995 DATE REVISED: April 2024

STATUS: Full-time FLSA STATUS: Non-exempt

To perform this position successfully, an individual must be able to perform each essential function of the position satisfactorily. The requirements listed in this document are representative of the knowledge, skill, and/or ability required. Monroe County provides reasonable accommodations to qualified employees and applicants with known disabilities who require accommodation to complete the application process or perform essential functions of the job unless those accommodations would present an undue hardship.

Incumbent serves as Assistant Administrator to the PTABOA/Deputy-Level 2 for the Monroe County Assessor's Office and is responsible for coordinating all real and personal property appeals, including tax exempt and homestead deduction, property valuation on residential, commercial, new construction, industrial, and agricultural and providing guidance with business personal property, manufactured homes, classified forest, and sales disclosures.

### **DUTIES**

Creates technical drawings based on specifications and calculations within blueprints, produces drawings of digital layers using computer assisted draft (CAD) based assessment software, generates final computer drawings of residential building outlines for property valuation information and updates property record cards, including new construction homes and verifying data from field reviews.

Performs reassessment of parcels in multiple taxing units.

Performs immediate on-site evaluations regarding taxpayer concerns by verifying data accuracy through inspections of the property.

Maps route, schedules appointments, and collects data, makes data corrections, maintains database, and distributes new assessment paperwork.

Performs on-site evaluations of damaged properties due to natural disasters and potentially unsafe conditions (i.e., flooding, storms, tornados, fire, and former clandestine labs), including obtaining insurance documentation, evaluating amount of damage to property, correcting assessments accordingly and maintaining accurate records of properties that need reassessed once damage is remediated.

Conducts informal hearings with taxpayers in accordance with state law verifying accuracy of data, conducting market analysis, interpreting Uniform Standards of Professional Appraisal Practice (USPAP) Compliant Appraisals with the goal of resolution.

Coordinates Property Tax Assessment Board of Appeals (PTABOA) functions, including receiving property tax appeals, maintaining accurate records and files, scheduling hearings, and tracking progress

of appeals.

Assists Assessor with research, reports, data collection/maintenance/analysis, and public meeting/hearing appearances, as assigned.

Analyzes appeal petitions to determine accuracy in accordance with state law and administrative requirements. Returns defective appeal petitions to taxpayer or taxpayer representatives with appropriate evaluation. Monitors deadlines for resubmitting petitions and sends notices of dismissal as appropriate.

Mails notices, ensuring appropriate addresses, notifying parties of PTABOA hearings, including taxpayers, taxpayer representatives, attorneys, and witnesses.

Processes assessment photos, verifying parcels have accurate data and communicating with software vendors to properly upload images to INCama and GIS, and verifying data has been uploaded to INCama and GIS systems.

Creates Income Models within the INCama software, based on market research, including generating reports to identify all units, sending correspondence to owners to request actual income data, using collected data to restructure income and expenses, and analyzing data to determine the best valuation method for income producing properties.

Develops Sales Comparison analyses within the INCama software that will be used to defend assessments throughout the appeals process.

Tracks appeal changes, over the 4-year reassessment cycle, based on appeal freeze legislation.

Assists in rental analysis process to develop a GRM (Gross Rent Multiplier) annually based on research of rental information.

Conducts agricultural land analysis, utilizing the Geographic Information Systems (GIS), including researching United States Department of Agriculture (USDA) Soil ID Overlay reports.

Processes applications for non-taxable exemptions, including reviewing, investigating, and determining validity. Applies cost tables to arrive at assessed value of residences and mails notifications annually as required.

Maintains communication with the Department of Local Government Finance (DLGF), Indiana Board of Tax Review (IBTR), and Indiana Tax Court. Educates staff on various ongoing State, Tax Court and Legislative changes, and House and Senate bills and proceedings.

Assists Auditor's Office in identifying properties within the Tax Increment Financing (TIF) district that are under appeal, assisting in providing reports that show possible property taxation loss to county.

Represents Assessor and GIS office in a customer service role by answering telephones/greeting customers in a welcoming and friendly manner, responding to inquiries, and directing callers/visitors to appropriate individual or department.

Performs duties of other office staff as required. Assists other department personnel in entering residential and commercial data on computer and making corrections to property sketches.

Attends departmental meetings as requested.

Attends continued education courses to maintain State required professional certifications.

Performs duties of other office staff as required.

Performs related duties as assigned.

## I. JOB REQUIREMENTS AND DIFFICULTY OF WORK

High school diploma or high school equivalent. Associate degree and/or related previous experience preferred.

Possession of and ability to maintain possession of State of Indiana Level 2 or Level 3 Assessor/Appraiser certification.

Working knowledge of reading and interpreting blueprints with the ability to draft technical drawings based on specifications and calculations within the blueprints and produces drawings of digital layers using computer assisted draft (CAD) based assessment software.

Working knowledge of State of Indiana property tax code, appeals process, and assessing principles according to the International Association of Assessing Officials (IAAO) and techniques and ability to apply such knowledge to a variety of interrelated process and tasks.

Working knowledge of GIS computer procedures and ability to apply such knowledge to a variety of interrelated processes, tasks, and operations.

Working knowledge of County land areas and applicable state and local codes and terminology.

Working knowledge of State and County Laws regarding real estate, deduction, and associated legal procedures concerning local property and personal taxation, with ability to apply procedures and requirements to specific tasks.

Working knowledge of English grammar, spelling, and punctuation, and ability to use standard office equipment, including but not limited to computer, keyboard, copier, fax machine, telephone, calculator, (FTR) recording software, and virtual communication software.

Ability to effectively communicate orally and in writing with co-workers, other County departments, attorneys, taxpayer representatives, and the public, including being sensitive to professional ethics, gender, cultural diversities, and disabilities.

Ability to perform the statutory duties as prescribed for the County Assessor's Office as authorized by the Assessor.

Ability to provide public access to or maintain confidentiality of department information and records according to state requirements.

Shall comply with all employer and department policies and work rules, including, but not limited to,

attendance, safety, drug-free workplace, and personal conduct.

Ability to work alone with minimum supervision and with others in a team environment, often with frequent distractions and interruptions, and under pressure from formal schedules, deadlines, and high-volume operations.

Ability to work on several tasks at the same time and work rapidly for long periods, often under time pressure.

Ability to understand, memorize, retain, and carry out written or oral instructions and present findings in oral or written form.

Ability to work extended hours and travel out of town for training/conferences, sometimes overnight.

Ability to testify in legal proceedings/court as required.

Possession of a valid Indiana driver's license and demonstrated safe driving record.

## II. <u>RESPONSIBILITY</u>

Incumbent performs duties according to a flexible, customary routine with priorities determined by seasonal deadlines and service needs of the public. Incumbent has full discretion and authority allowed under the County Assessor's policies, procedures, and practices in making assessment valuation decisions. Errors in incumbent's work are prevented through legally defined procedures and detected by supervisory review and/or notification from other departments and/or agencies. Undetected errors may result in loss of money and/or loss of time for correction.

## III. PERSONAL WORK RELATIONSHIPS

Incumbent maintains frequent contact with other co-workers, other County departments, attorneys, taxpayer representatives, and the public for a variety of purposes, including explaining, and interpreting departmental procedures and assuring proper accomplishment of duties.

Incumbent reports directly to Assessor.

## IV. PHYSICAL EFFORT AND WORKING ENVIRONMENT

Incumbent performs duties in a standard office environment, in a vehicle, and in the field, involving sitting/walking at will, sitting for long periods, lifting/carrying objects weighing up to 50 pounds, close/far vision, speaking clearly, hearing sounds/communication, and driving. Incumbent is exposed to normal hazards associated with driving a vehicle and working in the field, including exposure to inclement weather.

Incumbent occasionally works extended hours and travels out of town for the purpose of training/conferences, occasionally overnight.

#### APPLICANT/EMPLOYEE ACKNOWLEDGEMENT

The job description for the position of Assistant Administrator to the PTABOA/Deputy-Level 2 for the Monroe County Assessor Department describes the duties and responsibilities for employment in this position. I acknowledge that I have received this job description and understand that it is not a contract of employment. I am responsible for reading this job description and complying with all job duties, requirements and responsibilities contained herein, and any subsequent revisions.

Is there anything that would keep you from meeting the job duties and requirements as outlined? Yes\_\_\_\_\_No\_\_\_\_

Applicant/Employee Signature

Date

Type or Print Name

~~~~~~~~~~~

I have reviewed the job duties, requirements and responsibilities contained herein with the employee.

Department Head/Supervisor Signature

Date

Type or Print Name

#### POSITION DESCRIPTION COUNTY OF MONROE, INDIANA

| <b>POSITION:</b>   | Real Estate Reassessment Specialist/Deputy                      |  |
|--------------------|---|--|
| <b>DEPARTMENT:</b> | Assessor  |  |
| WORK SCHEDULE:     | As assigned   |  |
| JOB CATEGORY:      | <b>COMOT C</b> (Computer, Office Machine Operation, Technician) |  |

| <b>DATE WRITTEN:</b> | September 2005 |
|----------------------|----------------|
| DATE REVISED:        | April 2024     |

STATUS: Full-Time FLSA STATUS: Non-Exempt

To perform this position successfully, an individual must be able to perform each essential function of the position satisfactorily. The requirements listed in this document are representative of the knowledge, skill, and/or ability required. Monroe County provides reasonable accommodations to qualified employees and applicants with known disabilities who require accommodation to complete the application process or perform essential functions of the job unless those accommodations would present an undue hardship.

Incumbent serves as Real Estate Reassessment Specialist/Deputy for the Monroe County Assessor's Office, responsible for the reassessment of non- movable property valuation on residential, commercial, industrial, and new construction and assisting the public.

#### **DUTIES**

Obtains and analyzes building blueprints, along with field team data to create technical drawings based on specifications and calculations within the blueprints and produce drawings of digital layers using computer assisted draft (CAD) based assessment software and generates final computer drawings of residential and commercial building outlines for property valuation information and updates to property record cards.

Coordinates with local building departments to obtain applicable permits and blueprints required for assessment, reviews and ensures permits are assigned the correct parcel numbers, creates permit log and necessary documentation for field team, delegates field team assignments and tracks progress toward completion of assignments and verifies field team information for accuracy.

Investigates market and sales data with buyers, sellers, real estate brokers, bankers, appraisers, other County Assessors, and additional professionals knowledgeable in real estate practices and activities to ensure valuation accuracy.

Measures and collects assessment data and/or valuation data, inputs permits, administers quality control, and ensures accuracy of parcel value and data to contribute to the ongoing reassessment, new construction, existing commercial, industrial, agricultural, and residential property and collaborates with contracted valuation vendors.

Assists with generating comprehensive data reports by requesting from various county, city, and private individuals for a variety of assessment related topics accurately, timely, and professionally.

Conducts informal hearings with taxpayers in accordance with state law verifying accuracy of data, conducting market analysis, reading, and interpreting Uniform Standards of Professional Appraisal Practice (USPAP) Compliant Appraisals with the goal of resolution.

Communicates with software vendors to identify departmental needs, develop customized software for use in department operations and resolve software issues.

Educates and trains staff members on assessment and GIS software and procedures.

Serves as frontline customer service representative of behalf of the office. Educates and aides taxpayers in understanding property assessments, including reviewing property card, answering questions, explaining information, resolving complaints, and diffusing irate individuals to aide in their understanding. Communicates with taxpayers using various methods such as mail, email, chat, text, telephone, virtual, and in person.

Represents the Assessor and GIS office in a customer service role by answering telephones/greeting customers in a welcoming and friendly manner, responding to inquiries, and directing callers/visitors to appropriate individual or department.

Attends departmental meetings as requested.

Attends continued education courses to maintain State required professional certifications.

Performs duties of other office staff as required.

Performs related duties as assigned.

# I. JOB REQUIREMENTS AND DIFFICULTY OF WORK

High school diploma or HSE, Associates degree and/or related previous experience preferred.

Possession of and ability to maintain possession of State of Indiana Level 2 Assessor/Appraiser certification.

Thorough knowledge of State of Indiana property tax code, assessing principles as determined by the International Association of Assessing Officials (IAAO), and techniques and ability to apply such knowledge to a variety of interrelated processes and tasks

Thorough knowledge of software used in the Assessor's, Auditor's, Building, Planning, Recorder and Treasurer's offices.

Working knowledge in reading and interpreting blueprints with the ability to draft technical drawings based on specifications and calculations within the blueprints and produces drawings of digital layers using computer assisted draft (CAD) based assessment software.

Working knowledge of land surveying techniques and legal procedures concerning local property and personal taxation, with ability to apply procedures and requirements to specific tasks.

Working knowledge of land surveying techniques and legal procedures concerning local property and personal taxation, with ability to apply procedures and requirements to specific tasks.

Practical application of English grammar, spelling, and punctuation, and ability to use standard office equipment, including but not limited to computer, keyboard, copier, fax machine, telephone, and calculator.

Knowledge of departmental functions and office procedures and ability to properly maintain official department records and documents.

Ability to maintain current knowledge of applicable statutes and guidelines and adapt to changes in procedures accordingly.

Ability to effectively communicate orally and in writing with co-workers, other Monroe County departments, buyers/sellers, brokers, bankers, appraisers, realtors, and the public, including being sensitive to professional ethics, gender, cultural diversities, and disabilities.

Ability to perform the statutory duties as prescribed for the County Assessor's Office as authorized by the Assessor and State of Indiana.

Ability to compute/calculate, compile, collate, and coordinate data and make determinations based on data analysis.

Ability to provide public access to or maintain confidentiality of department information and records according to state requirements.

Shall comply with all employer and department policies and work rules, including, but not limited to, attendance, safety, drug-free workplace, and personal conduct.

Ability to work alone with minimum supervision and with others in a team environment, often amidst frequent distractions and interruptions, and under pressure from formal schedules, deadlines, and high volume operations.

Ability to work on several tasks at the same time and work rapidly for long periods, often under time pressure.

Ability to understand, memorize, retain, and carry out written or oral instructions and present findings in oral or written form.

Ability to work extended hours and evenings and travel out of town for training/conferences, sometimes overnight.

Possession of a valid Indiana driver's license and demonstrated safe driving record.

#### II. <u>RESPONSIBILITY</u>

Incumbent performs a flexible, customary routine with priorities determined by seasonal deadlines and service needs of the public. Incumbent has full discretion and authority allowed under the County Assessor's policies, procedures, and practices in making reassessment valuation decisions. Errors in work are detected through supervisory review and notification from other departments or agencies. Undetected errors may result in loss of money and loss of time for correction.

# III. PERSONAL WORK RELATIONSHIPS

Incumbent maintains frequent contact with co-workers, other local government departments, State agencies, Economic Revitalization Committees, realtors, attorneys, tax representatives, appraisers, title companies, contracted valuation vendors, software vendors, GIS vendors and the public for a variety of

purposes, including explaining and interpreting departmental policy and ensuring proper accomplishment of duties.

Incumbent reports directly to Assistant Property Director.

#### IV. PHYSICAL EFFORT AND WORKING ENVIRONMENT

Incumbent performs duties in a standard office environment, in a vehicle, and in the field, including sitting/walking at will, sitting for long periods, lifting/carrying objects weighing up to 50 pounds, close/far vision, speaking clearly, hearing sounds/communication, and driving. Incumbent is exposed to normal hazards associated with driving a vehicle and working in the field, including exposure to inclement weather. Incumbent may be exposed to potentially irate/hostile individuals.

Incumbent occasionally works extended hours and evenings, and travels out of town for the purpose of training/conferences, occasionally overnight.

# APPLICANT/EMPLOYEE ACKNOWLEDGEMENT

The job description for the position of Assistant Property Director for the Monroe County Assessor Department describes the duties and responsibilities for employment in this position. I acknowledge that I have received this job description and understand that it is not a contract of employment. I am responsible for reading this job description and complying with all job duties, requirements and responsibilities contained herein, and any subsequent revisions.

Is there anything that would keep you from meeting the job duties and requirements as outlined? Yes\_\_\_\_No\_\_\_\_

Applicant/Employee Signature

Date

Type or Print Name

I have reviewed the job duties, requirements and responsibilities contained herein with the employee.

Department Head/Supervisor Signature

Date

Type or Print Name

#### **POSITION DESCRIPTION COUNTY OF MONROE, INDIANA**

| GIS Assessment Specialist/Deputy                                |  |
|---|--|
| Assessor  |  |
| As assigned   |  |
| <b>COMOT C</b> (Computer, Office Machine Operation, Technician) |  |
|   |  |

| DATE WRITTEN: | September 2005 |
|---------------|----------------|
| DATE REVISED: | April 2024     |

STATUS: Full-time FLSA STATUS: Non-exempt

To perform this position successfully, an individual must be able to perform each essential function of the position satisfactorily. The requirements listed in this document are representative of the knowledge, skill, and/or ability required. Monroe County provides reasonable accommodations to qualified employees and applicants with known disabilities who require accommodation to complete the application process or perform essential functions of the job unless those accommodations would present an undue hardship.

Incumbent serves as GIS Assessment Specialist/Deputy for the Monroe County Assessor's Office, responsible for coordinating the use of Geographical Information System (GIS) for assessment purposes, transferring of real estate property, processing splits and transfers, calculating land valuation assessments including home sites, tillable land, classified forestry, woodland, and other agricultural land.

#### **DUTIES**

Performs GIS assessment duties, including but not limited to creating and editing printed and digital maps within the ESRI based software, providing Geographic Information Systems (GIS) products and information for reports and presentation, creating, maintaining, and updating databases for valuation and location comparisons.

Assists GIS Administrator in managing integration of real estate property tax system data into INCama and acts as quality control for transfer, legal description, and plat data.

Maintains property records with land splits, combinations, surveys, plats, annexations and transfers, new and additional assessments, and changes for all townships in County, including entering information from digital and hardcopy files, and generates property assessment records for newly platted subdivisions and parcels.

Assists GIS Administrator in receiving applications for classified forest and uses GIS processes to manually convert a classified forest survey into a digital footprint to identify USDA soil types, land use types, and eligibility of land being assigned Classified Forestry by the State of Indiana Department of Natural Resources, and non-classified forest agricultural land.

Calculates back taxes and penalties for withdrawals from Classified Forestry program, by using the GIS to determine USDA soil type, till ability, and wooded coverage of withdrawn area. Manually calculating the average per acre agricultural rate, and the applying tax and interest rates. Distributes calculation to Auditor's office.

Conducts research of legal documents including but not limited to deeds, surveys, resolutions, court orders, declarations, plats, covenants and restrictions, mortgages, leases, and contracts to ensure correct platting of property descriptions, and property in use.

Receives, updates, and manages legal description, ownership, and location address changes, such as transfers, plats and surveys, and planning address reports.

Assists GIS Administrator and/or Assistant Property Director in coordinating with local planning departments to obtain new and updated location address. Updates parcels with new location addresses in INCama system. Uses GIS to review and ensure addresses are assigned to the correct parcel numbers.

Assists Property Director as needed with various data collection, assessment and digital rendering functions.

Assists Property Director with investigating market and sales data with buyers, sellers, real estate brokers, bankers, appraisers, other County Assessors, and additional professionals knowledgeable in real estate practices and activities to ensure valuation accuracy.

Conducts informal hearings with taxpayers in accordance with state law verifying accuracy of data, conducting market analysis, reading, and interpreting Uniform Standards of Professional Appraisal Practice (USPAP) Compliant Appraisals with the goal of resolution.

Serves as frontline customer service representative of behalf of the office, including aiding taxpayers in understanding property assessments, reviewing property cards, answering questions, explaining information, resolving complaints, and communicating with taxpayers using various methods such as mail, email, chat, text, telephone, virtual, and in person

Represents the Assessor and GIS office in a customer service role by answering telephones/greeting customers in a welcoming and friendly manner, responding to inquiries, and directing callers/visitors to appropriate individual or department.

Performs duties of other office staff as required.

Performs related duties as assigned.

# I. JOB REQUIREMENTS AND DIFFICULT OF WORK

High school diploma or HSE. Associates degree and/or related previous experience preferred.

Possession of and ability to maintain possession of State of Indiana Level 2 Assessor/Appraiser certification.

Thorough knowledge of Indiana State property tax code, assessing principles as determined by the International Association of Assessing Officials, and techniques and ability to apply such knowledge to a variety of interrelated processes and tasks.

Working knowledge of reading and interpreting blueprints with the ability to draft technical drawings based on specifications and calculations within the blueprints and produces drawings of digital layers

using computer assisted draft (CAD) based assessment software.

Working knowledge of land surveying techniques and legal procedures concerning local property and personal taxation, with ability to apply procedures and requirements to specific tasks.

Working knowledge of land surveying techniques and legal procedures concerning local property and personal taxation, with ability to apply procedures and requirements to specific tasks.

Knowledge of departmental functions and office procedures and ability to properly maintain official department records and documents.

Ability to maintain current knowledge of applicable statutes and guidelines and adapt to changes in procedures accordingly.

Ability to perform the statutory duties as prescribed for the County Assessor's Office as authorized by the Assessor and State of Indiana.

Ability to effectively communicate orally and in writing with co-workers, other Monroe County departments, buyers/sellers, brokers, bankers, appraisers, realtors, and the public, including being sensitive to professional ethics, gender, cultural diversities, and disabilities.

Ability to compute/calculate, compile, collate, and coordinate data and make determinations based on data analysis.

Ability to provide public access to or maintain confidentiality of department information and records according to state requirements.

Shall comply with all employer and department policies and work rules, including, but not limited to, attendance, safety, drug-free workplace, and personal conduct.

Ability to work alone with minimum supervision and with others in a team environment, often amidst frequent distractions and interruptions, and under pressure from formal schedules, deadlines, and high-volume operations.

Ability to work on several tasks at the same time and work rapidly for long periods, often under time pressure.

Ability to understand, memorize, retain, and carry out written or oral instructions and present findings in oral or written form.

Ability to work extended hours and evenings and travel out of town for training/conferences, sometimes overnight.

Possession of a valid Indiana driver's license and demonstrated safe driving record.

# I. <u>RESPONSIBILITY</u>

Incumbent performs a flexible, customary routine with priorities determined by seasonal deadlines and service needs of the public. Incumbent has full discretion and authority allowed under the County Assessor's policies, procedures, and practices in making reassessment valuation decisions. Errors in work are detected through supervisory review and notification from other departments or agencies. Undetected errors may result in loss of money and loss of time for correction.

# II. PERSONAL WORK RELATIONSHIPS

Incumbent maintains frequent contact with co-workers, County and other local government departments, State agencies, Economic Revitalization Committees, realtors, attorneys, tax representatives, appraisers, title companies, contracted valuation vendors, software vendors, GIS vendors and the public for a variety of purposes, including explaining and interpreting departmental policy and ensuring proper accomplishment of duties.

Incumbent reports directly to GIS Assessment Administrator

# III. PHYSICAL EFFORT AND WORKING ENVIRONMENT

Incumbent performs duties in a standard office environment, in a vehicle, and in the field, including sitting/walking at will, sitting for long periods, lifting/carrying objects weighing up to 50 pounds, close/far vision, speaking clearly, hearing sounds/communication, and driving.

Incumbent is exposed to normal hazards associated with driving a vehicle and working in the field, including exposure to inclement weather. Incumbent may be exposed to potentially irate/hostile individuals.

Incumbent occasionally works extended hours and evenings, and travels out of town for the purpose of training/conferences, occasionally overnight.

#### APPLICANT/EMPLOYEE ACKNOWLEDGEMENT

The job description for the position of GIS Assessment Specialist/Deputy for the Monroe County Assessor Department describes the duties and responsibilities for employment in this position. I acknowledge that I have received this job description and understand that it is not a contract of employment. I am responsible for reading this job description and complying with all job duties, requirements and responsibilities contained herein, and any subsequent revisions.

Is there anything that would keep you from meeting the job duties and requirements as outlined? Yes\_\_\_\_\_ No\_\_\_\_\_

Applicant/Employee Signature

Date

Type or Print Name

I have reviewed the job duties, requirements and responsibilities contained herein with the employee.

Department Head/Supervisor Signature

Date

Type or Print Name

#### **POSITION DESCRIPTION COUNTY OF MONROE, INDIANA**

| <b>POSITION:</b>    | Market Data Analysis Administrator/Deputy                       |  |
|---------------------|---|--|
| <b>DEPARTMENT:</b>  | Assessor  |  |
| WORK SCHEDULE:      | As Assigned   |  |
| JOB CATEGORY:       | <b>COMOT D</b> (Computer, Office Machine Operation, Technician) |  |
| PAC Recommendation: | PAT A (Professional, Administrative, Technological)             |  |

| DATE WRITTEN: | January 2007 | STATUS: Full-Time       |
|---------------|--------------|-------------------------|
| DATE REVISED: | April 2024   | FLSA STATUS: Non-Exempt |

To perform this position successfully, an individual must be able to perform each essential function of the position satisfactorily. The requirements listed in this document are representative of the knowledge, skill, and/or ability required. Monroe County provides reasonable accommodations to qualified employees and applicants with known disabilities who require accommodation to complete the application process or perform essential functions of the job, unless those accommodations would present an undue hardship.

Incumbent serves as Market Data Analysis Administrator/Deputy for the Monroe County Assessor's Office, responsible for managing sales disclosures and market research related to Monroe County, providing, and analyzing data used for real estate assessed values to facilitate the proper assessment of all county properties, and supervises, mentors and trains assigned staff.

#### **DUTIES**

Supervises assigned staff, including but not limited to planning, delegating, and controlling work assignments, reviewing, and approving work products and assignments, evaluating performance, maintaining discipline, and communicating and administering personnel programs and procedures.

Mentors and trains staff on the proper handling of sales transfers and the processes needed to comply with state law.

Participates in the interviewing of candidates and makes hiring recommendations.

Coordinates with other Departmental Supervisors to identify departmental needs, departmental shortterm and long-term goals. Develops plan for implementation of identified goals.

Prepares, evaluates, and analyzes technical data for residential sales to track trends and/or inaccuracies between assessed value and market value, implements changes to sales disclosure protocols as needed. Ensures sales disclosure program is complete and compliant with applicable state and county codes, legal documents, transferring property ownership and interest into the county's permanent records. Verifies market data with buyers, sellers, brokers, bankers, appraisers, county assessors, and others knowledgeable in real estate practices and activities.

Facilitates and coordinates departmental sales ratio studies by investigating MLS, GIS and other Realtor market resources to determine the validity of sales for compliance to state mandated sales ratio standards. Utilizes data to perform sales ratio studies that will affect changes in neighborhood assessments to better reflect the market shifts in county property values. Submits findings to Department of Local Government Finance (DLGF) and/or any other identified state agency.

Collaborates with contracted valuation vendors, investors and business owners to investigates commercial sales and assessments to effectively equalize commercial class groups across the county to better represent market values for proper assessment.

Maintains and continually updates all county sales records, manages the filing system of current and past sales, analyzing data for patterns and errors that affect assessed values throughout the county, prepares, provides quality control, and transmits monthly data files to Department of Local Government Finance, Legislative Services Agency, and other County departments as required, researches, corrects, and submits data not deemed compliant by DLGF, and prepares reports annually and performs checks and balances prior to submitting reports to state as required.

Completes a monthly reconciliation of all sales to ensure accuracy of data and to look for discrepancies and patterns that could affect county-wide assessment, updating and communicating changes as necessary.

Integrates tax system data into assessment system (INCama) and serves as quality control for transfer, legal description, and plat data.

Investigates homestead deductions and fee requirements on transfers, reviewing deeds to confirm compliance with state law.

Communicates with software vendors to identify departmental needs, resolves problems, and determine solutions.

Utilizes GIS to update and maintain sales disclosure records for public release, including sale date, price, buyer and seller information. Reviews disclosures to comply with confidentiality laws, analyzes GIS data to determine market factors throughout the county for trending purposes and sales validity, assists with data creation, editing and maintenance of GIS and INCama, correcting errors and communicating issues with other county offices and GIS/INCama when appropriate.

Measures and collects departmental assessment and/or valuation data, reviews permits, administers quality control, and ensures the value on a parcel is accurate which contributes to county-wide ongoing reassessment for new construction and existing commercial, industrial, agricultural, and residential property.

Assists with researching, analyzing, and interpreting residential property data, using field data, building permits and blueprints to develop assessments for new construction. Operates computer assisted design (CAD) software to create sketch of building outlines, generates property information, and makes necessary updates to property record cards. Notifies taxpayers of assessment changes as required.

Distributes quality-controlled sales data for use on the GIS website and discloses appropriate sales information to local media sources for publication.

Distributes information and responds to inquiries from the public, title preparatory offices, attorneys, and other county offices in how to properly use sales disclosures to transfer property interests and answers questions to train individuals for state compliance.

Conducts research of legal documents, including but not limited to deeds, surveys, resolutions, court orders, declarations, plats, mortgages, leases and contracts to ensure correct platting of property descriptions and property in use.

Serves as frontline customer service representative on behalf of the office to answer inquires, educate public on sales disclosure procedures, and approves sales disclosures submitted through e-filing and hard copies received from title companies, attorneys, and citizens, collects and reviews sales disclosures forms after they are filed for completion and accuracy, inserts relevant information, including assessed valuations, neighborhood and property codes, and taxing district, determines new construction status as required, verifies sales prices and determines validity, including contacting title companies, sellers, and/or buyers and enters sales disclosure information in Computer Assisted Mass Appraisal Software provider.

Assists taxpayers with understanding assessments, including reviewing property record cards, explaining information and resolving complaints.

Assists individuals with locating real estate, property identification numbers (PIN), addresses and property owners, verifies taxation amounts for various periods and parcels on owner request, prepares necessary forms and records related to the transfer of property deeds within the county, and enters appropriate information into computer files, creates fees for processing and completion of transfer activities, working closely with the auditor and recorder offices as appropriate.

Conducts informal hearings with taxpayers in accordance with state law verifying accuracy of data, conducting market analysis, reading, and interpreting Uniform Standards of Professional Appraisal Practice (USPAP) Compliant Appraisals with the goal of resolution.

Attends departmental meetings as requested.

Attends continued education courses to maintain State required professional certifications.

Performs duties of other office staff as required.

Performs related duties as assigned.

#### I. JOB REQUIREMENTS AND DIFFICULTY OF WORK:

High school diploma or HSE. Associates degree and/or related previous experience preferred.

Possession of and ability to maintain possession of Level 3 Assessor/Appraiser Certification.

Thorough knowledge of State of Indiana property tax code, sales disclosure regulations, and assessing principles as determined by the International Association of Assessing Officials (IAAO) and techniques and ability to apply such knowledge to a variety of interrelated processes and tasks.

Thorough knowledge of application of software used in the Assessor's, Auditor's, Building, Planning, Recorder and Treasurer's offices.

Working knowledge of State and County laws regarding real estate, deduction, and associated legal procedures concerning local property and personal taxation, with ability to apply procedures and requirements to a specific task.

Working knowledge of GIS computer procedures and ability to apply such knowledge to a variety of interrelated processes, tasks and operations.

Knowledge of all computer software programs used by the assessor, recorder and auditor's offices.

Knowledge of current real estate market by reading related publications and participates in continued education required by State Law to maintain job certifications throughout the year.

Practical application of English grammar, spelling, and punctuation and the ability to use standard office equipment, including but not limited to computer, keyboard, copier, fax machine, telephone, scanner, and calculator.

Ability to compute/calculate, compile, collate, and coordinate data and make determinations based on data analysis.

Knowledge of departmental functions and office procedures and ability to properly maintain official department records and documents.

Ability to perform the statutory duties as prescribed for the County Assessor's Office as authorized by the Assessor.

Ability to effectively communicate orally and in writing with co-workers, other County departments, title companies, attorneys, and the public, including being sensitive to professional ethics, gender, cultural diversities, and disabilities.

Ability to supervise assigned staff, including interviewing candidates and making hiring recommendations, providing orientation and training staff, planning, delegating, and controlling work assignments, reviewing and approving work products and assignments, evaluating performance, maintaining discipline, and communicating and administering personnel programs and procedures.

Ability to provide public access to or maintain confidentiality of department information and records according to state requirements.

Shall comply with all employer and department policies and work rules, including, but not limited to, attendance, safety, drug-free workplace, and personal conduct.

Ability to work alone with minimum supervision and with others in a team environment often amidst frequent distractions and interruptions, and under pressure from formal schedules, deadlines, and high volume operations.

Ability to work on several tasks at the same time and work rapidly for long periods, often under time pressure.

Ability to understand, memorize, retain, and carry out written or oral instructions and present findings in oral or written form.

Ability to work extended hours and travel out of town for training/conferences, sometimes overnight.

# II. <u>RESPONSIBILITY:</u>

Incumbent has full discretion and authority allowed under county assessment policies, procedures, and practices and is authorized to make assessment valuation decisions independent of county assessor. Incumbent provides and analyzes data used for real estate assessed values to facilitate the proper assessment of all county properties, and supervises, mentors and trains assigned staff. Incumbent works independently of the county assessor, identifying concerns through data analyses to help direct department priorities and workflow. Incumbent performs a variety of duties according to a formal schedule with priorities determined by seasonal deadlines and service needs of the public. Errors in incumbent's work are prevented through procedural safeguards and are detected through supervisory review and/or notification from other departments/agencies. Undetected errors may result in loss of money and/or loss of time for correction.

# III. PERSONAL WORK RELATIONSHIPS:

Incumbent maintains frequent contact with co-workers, other local government departments, title companies, attorneys, buyers, sellers, brokers, bankers, appraisers, county assessors, GIS, and the public for a variety of purposes, including directing, interpretating, explaining departmental policy.

Incumbent reports directly to Property Director.

# IV. PHYSICAL EFFORT AND WORKING ENVIRONMENT:

Incumbent performs duties in a standard office environment and in the field, involving sitting and walking at will, sitting for long periods, lifting/carrying objects weighing up to 50 pounds, close/far vision, speaking clearly, and hearing sounds/communication. Incumbent may be exposed to potential irate/hostile individuals.

Incumbent occasionally works extended hours and travels out of town for training/conferences, sometimes overnight.

#### APPLICANT/EMPLOYEE ACKNOWLEDGEMENT

The job description for the position of Market Data Analysis Administrator for the Monroe County Assessor Department describes the duties and responsibilities for employment in this position. I acknowledge that I have received this job description and understand that it is not a contract of employment. I am responsible for reading this job description and complying with all job duties, requirements and responsibilities contained herein, and any subsequent revisions.

Is there anything that would keep you from meeting the job duties and requirements as outlined? Yes\_\_\_\_No\_\_\_\_

Applicant/Employee Signature

Date

Type or Print Name

~~~~~~~~~~~

I have reviewed the job duties, requirements and responsibilities contained herein with the employee.

Department Head/Supervisor Signature

Date

Type or Print Name

# MONROE COUNTY ASSESSOR STAFFING COMPARISON

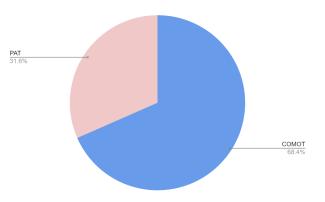
# **HAMILTON COUNTY**

# Education

| COMOT         |                                           | PAT            |    |
|---------------|-------------------------------------------|----------------|----|
| Level 1, 2:   | 9                                         | Level 1, 2:    | 1  |
| None:         | 5                                         | Level 1, 2, 3: | 11 |
| All positions | require high school diploma or equivalent | Associate:     | 1  |
|               |                                           | Bachelor:      | 11 |

# Classification

| Total COMOT:      | 26 | (68%) |
|-------------------|----|-------|
| Total PAT:        | 12 | (32%) |
| Department Total: | 38 |       |



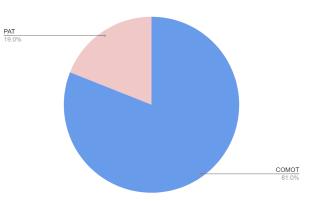
# **PORTER COUNTY**

# Education

| СОМОТ                                                                 | PAT              |  |
|-----------------------------------------------------------------------|------------------|--|
| Level 1, 2: 5                                                         | Level 1, 2: 0    |  |
| Level 1, 2, 3: 8                                                      | Level 1, 2, 3: 4 |  |
| All COMOT and PAT positions require high school diploma or equivalent |                  |  |

# Classification

| Total COMOT:      | 13 | (81%) |
|-------------------|----|-------|
| Total PAT:        | 3  | (19%) |
| Department Total: | 16 |       |



# **TIPPECANOE COUNTY**

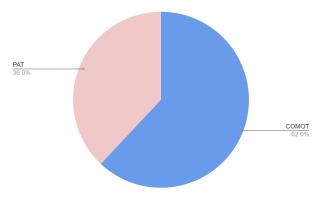
#### Education

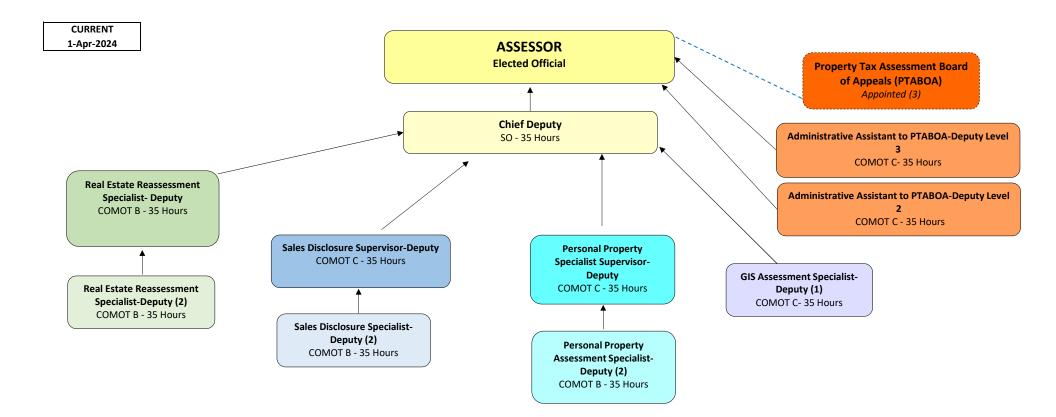
| СОМОТ                                                   | PAT              |
|---------------------------------------------------------|------------------|
| Level 1, 2: 10                                          | Level 1, 2: 1    |
| All positions require high school diploma or equivalent | Level 1, 2, 3: 6 |
|                                                         | HSE/GED: 3       |

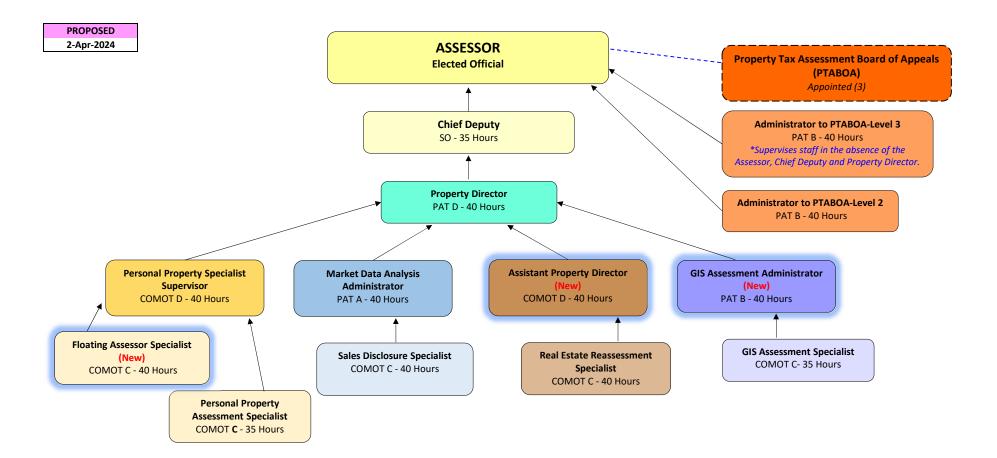
Bachelor: 4

# Classification

| Total COMOT:      | 10 | (62%) |
|-------------------|----|-------|
| Total PAT:        | 6  | (38%) |
| Department Total: | 16 |       |







#### **POSITION DESCRIPTION COUNTY OF MONROE, INDIANA**

| POSITION:          | Sales Disclosure Specialist/Deputy                       |
|--------------------|----------------------------------------------------------|
| <b>DEPARTMENT:</b> | Assessor                                                 |
| WORK SCHEDULE:     | As Assigned                                              |
| JOB CATEGORY:      | COMOT C (Computer, Office Machine Operation, Technician) |

#### DATE WRITTEN: January 2007 DATE REVISED: April 2024

STATUS: Full-Time FLSA STATUS: Non-Exempt

To perform this position successfully, an individual must be able to perform each essential function of the position satisfactorily. The requirements listed in this document are representative of the knowledge, skill, and/or ability required. Monroe County provides reasonable accommodations to qualified employees and applicants with known disabilities who require accommodation to complete the application process or perform essential functions of the job, unless those accommodations would present an undue hardship.

Incumbent serves as Sales Disclosure Specialist/Deputy for the Monroe County Assessor's Office, responsible for managing sales disclosures filed in the County and providing data used for real estate assessed values.

#### **DUTIES:**

Investigates sales validity using MLS, GIS, and other Realtor market resources to determine compliance to state mandated sales ratio standards.

Approves sales disclosures submitted through e-filing and hard copies received from title companies, attorneys, and citizens.

Serves as frontline customer service representative on behalf of the office to answer inquires, educate public on sales disclosure procedures, and approve sales disclosures submitted through e-filing and hard copies received from title companies, attorneys, and citizens.

Assists individuals with locating real estate, property identification numbers (PIN), addresses and property owners including verifying taxation amounts for various periods and parcels on owner request, preparing necessary forms and records related to the transfer of property deeds within the county, entering appropriate information into computer files, creating fees for processing and completion of transfer activities, working closely with the auditor and recorder offices as appropriate.

Collects and reviews sales disclosures forms after they are filed for completion and accuracy, inserts relevant information, including assessed valuations, neighborhood and property codes, and taxing districts, determines new construction status as required, verifies sales prices and determines validity, including contacting title companies, sellers, and/or buyers and enters sales disclosure information in Computer Assisted Mass Appraisal Software provider.

Distributes quality-controlled sales data for use on the GIS website. Discloses appropriate sales information to local media sources for publication.

Utilizes GIS to update and maintain sales disclosure records for public release, including sales date, price, buyer, and seller information. Reviews disclosures to comply with confidentiality laws. Analyzes GIS data to help determine sales validity.

Investigates homestead deductions and fee requirements on transfers, reviewing deeds to confirm compliance with state law.

Conducts research of legal documents including but not limited to deeds, surveys, resolutions, court orders, declarations, plats, mortgages, leases, and contracts to ensure correct platting of property descriptions and property in use.

Distributes information and responds to inquiries from the public, title preparatory offices, attorneys, and other county offices in how to properly use sales disclosures to transfer property interests. Answers questions to train individuals for state compliance.

Assists with reassessment projects as needed.

Attends departmental meetings as requested.

Attends continued education courses to maintain State required professional certifications.

Performs duties of other office staff as required.

Performs related duties as assigned.

#### I. JOB REQUIREMENTS AND DIFFICULTY OF WORK

High school diploma or HSE. Associates degree and/or related previous experience preferred.

Possession of and ability to maintain possession of State of Indiana Level 2 Assessor/Appraiser certification.

Comprehensive application of software used in the Assessor's, Auditor's, Building, Planning, Recorder and Treasurer's offices.

Thorough knowledge of State of Indiana property tax code, sales disclosure regulations, and assessing principles to as determined by the International Association of Assessing Officials (IAAO) and techniques and ability to apply such knowledge to a variety of interrelated processes and tasks.

Working knowledge of GIS computer procedures and ability to apply such knowledge to a variety of interrelated processes, tasks, and operations.

Working knowledge of State and County laws regarding real estate, deduction, and associated legal procedures concerning local property and personal taxation, with ability to apply procedures and requirements to a specific task.

Working knowledge of land surveying techniques and legal procedures concerning local property and personal taxation, with ability to apply procedures and requirements to specific tasks.

Knowledge of current real estate market by reading related publications. Participates in continued education required by State Law to maintain job certifications throughout the year.

Knowledge of all computer software programs used by the Assessor, Recorder, and Auditor's offices.

Ability to maintain current knowledge of applicable statutes and guidelines and adapt to changes in procedures accordingly.

Knowledge of English grammar, spelling, and punctuation and the ability to use standard office equipment, including but not limited to computer, keyboard, copier, fax machine, telephone, scanner, and calculator.

Knowledge of departmental functions and office procedures and ability to properly maintain official department records and documents.

Ability to perform the statutory duties as prescribed for the County Assessor's Office as authorized by the Assessor and the State of Indiana.

Ability to compute/calculate, compile, collate, and coordinate data and make determinations based on data analysis.

Ability to effectively communicate orally and in writing with co-workers, other County departments, title companies, attorneys, and the public, including being sensitive to professional ethics, gender, cultural diversities, and disabilities.

Ability to provide public access to or maintain confidentiality of department information and records according to state requirements.

Shall comply with all employer and department policies and work rules, including, but not limited to, attendance, safety, drug-free workplace, and personal conduct.

Ability to work alone with minimum supervision and with others in a team environment often amidst frequent distractions and interruptions, and under pressure from formal schedules, deadlines, and high volume operations.

Ability to work on several tasks at the same time and work rapidly for long periods, often under time pressure.

Ability to understand, memorize, retain, and carry out written or oral instructions and present findings in oral or written form.

Ability to work extended hours and travel out of town for training/conferences, sometimes overnight.

# II. <u>RESPONSIBILITY</u>

Incumbent performs a variety of duties according to a formal schedule with priorities determined by seasonal deadlines and service needs of the public. Errors in incumbent's work are prevented through procedural safeguards and are detected through supervisory review and/or notification from other departments/agencies. Undetected errors may result in loss of money and/or loss of time for correction.

#### III. PERSONAL WORK RELATIONSHIPS

Incumbent maintains frequent contact with co-workers, other local government departments, title companies, attorneys, and the public for a variety of purposes, including explaining and interpreting departmental policy and assuring proper accomplishment of duties.

Incumbent reports directly to Market Data Analysis Administrator

#### IV. PHYSICAL EFFORT AND WORKING ENVIRONMENT

Incumbent performs duties in a standard office environment and in the field, involving sitting and walking at will, sitting for long periods, lifting/carrying objects weighing up to 50 pounds, close/far vision, speaking clearly, and hearing sounds/communication. Incumbent may be exposed to potentially irate/hostile individuals.

Incumbent occasionally works extended hours and travels out of town for the purpose of training/conferences, sometimes overnight.

# APPLICANT/EMPLOYEE ACKNOWLEDGEMENT

The job description for the position of Sales Disclosure Specialist/Deputy for the Monroe County Assessor Department describes the duties and responsibilities for employment in this position. I acknowledge that I have received this job description and understand that it is not a contract of employment. I am responsible for reading this job description and complying with all job duties, requirements and responsibilities contained herein, and any subsequent revisions.

Is there anything that would keep you from meeting the job duties and requirements as outlined? Yes\_\_\_\_ No\_\_\_\_

Applicant/Employee Signature

Date

Type or Print Name

~~~~~~~~~~~

I have reviewed the job duties, requirements and responsibilities contained herein with the employee.

Department Head/Supervisor Signature

Date

Type or Print Name

# **RESOLUTION 2023-02**

#### A RESOLUTION ESTABLISHING A POLICY TO RECOGNIZE KNOWLEDGE, SKILLS, AND ABILITIES FOR NON-MONROE COUNTY GOVERNMENT APPLICANTS, CURRENT PERMANENT PART-TIME EMPLOYEES APPLYING FOR FULL-TIME EMPLOYMENT, AND ELIGIBLE TRANSFERRING MONROE COUNTY EMPLOYEES.

**WHEREAS,** the Monroe County Council wishes to enable Elected Officials/Department Heads (EO/DH) to hire 1) highly qualified job applicants who possess exceptional expertise and experience, but have <u>no</u> prior Monroe County Government work history and/or 2) current permanent part-time employees applying for a full-time employment vacancy; and/or 3) full-time Monroe County employees with an existing KSA Status transferring between departments; and

**WHEREAS**, the Monroe County Council finds allowing for the hiring of highly qualified applicants and/or current permanent part-time employees applying for a full-time employment vacancy and/or allowing highly qualified employees to transfer between departments at a salary higher than the base starting salary will substantially further the goal of obtaining and retaining highly qualified employees, within Monroe County Government.

#### NOW THEREFORE BE IT RESOLVED, that:

Resolutions establishing policies on Mid-Point Hiring are repealed, and this Resolution, shall establish a policy to recognize an applicant's "Knowledge, Skills, and Abilities" (KSA). This Resolution is applicable to the hiring of

1) applicants with <u>no</u> prior Monroe County Government work history;

2) current permanent part-time employees, with at least two (2) years applicable, current, part-time prior Monroe County Government work history applying for a full-time employment vacancy; and/or

3) full-time Monroe County employees with an existing KSA Status transferring between departments.

This Resolution is effective the date of signature. This Resolution does not apply to the hiring of any part-time employees into full-time job positions and/or the transferring of full-time employees between departments that occurred prior to the enactment of this Resolution.

For purpose of this policy, it is important to note that there is a distinction between KSA Status of service which is determined from the employee's date of hire. Years of service are relevant for the determination of longevity as determined by the Personnel Policy. Not all Monroe County employees have a KSA Status, and for those that do the KSA Status determines compensation level only. A KSA Status would be established by request at the time of hiring into a full-time position and/or transfer between departments. With approval of a KSA Status, salary compensation may begin at the 1-, 3-, or 8-Year Level and remains as a KSA Status until the equivalent years of service has been achieved.

The adoption of the following procedures will assist EO/DH's in the recruitment and/or hiring of highly qualified applicants. In turn, this policy will result in savings from training expenses by reducing the need for doing such, considering the job applicant's experience, and will also improve the provision of County services to the public.

#### SECTION 1: Knowledge, Skills, And Abilities (KSA) Process For Non-Monroe County Government Applicants

The below outlined procedure applies to job applicants whom the EO/DH believes possess the necessary knowledge, skills, and abilities (KSA) and/or experience for the job vacancy within his/her department, yet the applicants possess **no** Monroe County Government work history.

If in response to a vacancy within the Department the EO/DH receives an application/resume from a highly qualified applicant (who does <u>not</u> possess prior Monroe County Government work history), and the EO/DH wishes to hire said applicant pursuant to the KSA Policy, the EO/DH can follow the procedure outlined below. The procedure below allows the EO/DH to request permission to hire the applicant at either the **three- (3) year salary level** or the **eight- (8) year salary level**, based on the applicant's KSA.

It should be noted that if an EO/DH desires to request a KSA for a full-time position and the applicant has current Monroe County Government part-time employment history, the part-time history will not act as a benefit and/or a hinderance as it pertains to a request for a three- (3) year or the eight- (8) year salary level as part of a full-time KSA request under Section 1.

It should also be noted that in the event that an applicant applying for a Correctional Officer and/or Merit Deputy position within the Sheriff's Office has both Monroe County Government history and prior law enforcement history, the greater of the two (2) will be the determining factor for a KSA request.

#### A. KSA STATUS REQUEST PROCEDURES:

An EO/DH wishing to make a KSA Status Request must complete the following process:

- 1. **Notification of Intent to Request a KSA Status:** The EO/DH shall notify their Council Liaison(s) and Council Administrator via email of their intent to fill an existing vacancy within their department with an applicant/new hire, who has no prior Monroe County Government work history, and request a KSA Status for this applicant.
- 2. Council Office Response to Intent: The Council Administrator shall provide via email a copy of the KSA Request form (Request) to the EO/DH for completion. The email will instruct the EO/DH on how to complete the Request along with any additional information needed and include submission deadline(s). Additional information may include but is not limited to the applicant's resume and/or application and the job description for the vacancy. See Exhibit A KSA Request Form
- 3. **Department Head/Elected Official Responsibility:** The EO/DH shall complete the required sections of the Request and return via email to the Council Administrator and the Personnel Administrator for review. The resume/application for the candidate <u>and</u> the vacant position's job description <u>must</u> be included with the Request. The Request should additionally state if the EO/DH is requesting the applicant to be hired at the three- (3) year or eight- (8) year salary level.

#### B. KSA REQUEST EVALUATION PROCEDURES:

1. Evaluation Factors: The Council Administrator and Personnel Administrator will review the following factors:

- a. Are the knowledge, skills, and abilities (KSA) of the applicant substantially equal to, or greater than, the KSA that would be expected from a new hire after three- (3) or eight- (8) years in the position?
- b. How many **total** years of **applicable** experience has the applicant had in the comparable position?
- 2. The Personnel Administrator will review the Request, evaluate as to whether the applicant does or does not have the KSA needed based on the information provided on the applicant's resume/application and the associated job description, and complete the appropriate section on the Request. After completing this review, the Personnel Administrator will forward the Request to the Council Administrator for further completion.
- 3. The Council Administrator will review the Request, evaluate as to whether the applicant does or does not have the KSA needed based on the information provided on the applicant's resume/application and the associated job description, and complete the appropriate section on the Request.
- 4. If necessary, the Council Administrator and Personnel Administrator may confer about their independent evaluations.
- 5. The Council Administrator shall forward to the entire Council a copy of the executed KSA Request along with a <u>redacted</u> resume/application and the job description for the position. The actual identity of the applicant should be viewed as irrelevant to the Council, with the focus being on the KSA of the applicant. The EO/DH and Personnel Administrator will be copied on the email communication to the Council that includes the executed Request.

When forwarding the executed KSA Request to the Council, the Council Administrator shall indicate if the Council Administrator and the Personnel Administrator have reached a consensus regarding whether the applicant's KSA is substantially equal to, or greater than, the KSA that would be expected from a new hire after three- (3) or eight- (8) years in the position.

6. If a Council Member requests a review of the KSA Request, the Council Member shall notify the Council Administrator, who shall place the item on the Council's next regular or work session agenda (whichever is earlier) for discussion. If no Council Member requests a review of the KSA within forty-eight (48) hours (Monday-Friday hours only, excluding weekends and holidays) after the executed KSA is sent to the Council by the Council Administrator, the final decision as to the approval or denial of the requested KSA Status will be delegated to the Council Administrator as outlined in Section 4 below.

Until a final decision has been made by the Council Administrator or the Council with regards to the KSA Request, any conveyance to the employee/applicant by the EO/DH regarding approval of the KSA Request is non-binding on the Council. The EO/DH *may* elect to move forward with hiring the employee at the **base rate** but <u>may not</u> proceed with hiring the applicant at a KSA Status until the review is completed.

7. The Council Administrator will notify the Council President of a KSA Request being added to a meeting agenda. The Council Administrator will notify the EO/DH when a Council member has made a request for a review and what date it will be heard by the entire Council. The Personnel Administrator may be asked to attend the Council meeting, if needed.

- 8. The Council Administrator will notify the EO/DH if the KSA request is approved without being heard at a Council meeting and the effective date of the KSA Status.
- 9. The Council Administrator will add the approved KSA Status to the tracking log and a note will be added to the Salary Ordinance to indicate the position has a KSA Status for payroll purposes.
- 10. An employee's approved KSA Status only adjusts the compensation base rate pay for that employee. An employee's approved KSA Status is <u>not</u> included in the years of service pertaining to longevity and/or vacation time calculations which are governed by the Monroe County Personnel Policy Handbook.

#### SECTION 2: Knowledge, Skills, And Abilities (KSA) Process For A Current Permanent Part-Time Employee Transitioning Into Full-Time Employment

The below outlined procedure applies to an applicant, who is currently employed as a permanent part-time employee with at least two (2) years applicable, current, part-time prior Monroe County Government work history, and who the EO/DH believes possesses the necessary KSA based on their part-time employment status for a full-time job vacancy within his/her department.

If in response to a vacancy within the Department, the EO/DH receives an application/resume from an applicant from a current part-time employee with at least two (2) years applicable, current, part-time prior Monroe County Government work history, and the EO/DH wishes to hire said applicant at a KSA Status, the EO/DH can follow the procedure outlined below. The procedure below allows the EO/DH to request permission to hire the applicant at the KSA Status on the the applicant at the KSA Status one. (1) year salary level, based on the on the applicant's KSA.

#### A. KSA STATUS REQUEST PROCEDURES:

An EO/DH wishing to make a KSA Request must complete the following process:

- 1. **Notification of Intent to Request a KSA Status:** The EO/DH shall notify their Council Liaison(s) and Council Administrator via email of their intent to fill an existing vacancy within their department with an applicant, who is currently employed by Monroe County as a permanent part-time employee and request a KSA Status for this applicant.
- 2. Council Office Response to Intent: The Council Administrator shall provide via email a copy of the KSA Request Form (Request) to the EO/DH for completion. The email will instruct the EO/DH on how to complete the Request along with any additional information needed and include submission deadline(s). Additional information may include but is not limited to the applicant's resume and/or application and the job description for the vacancy. See Exhibit A KSA Request Form
- 3. **Department Head/Elected Official Responsibility:** The EO/DH shall complete the required sections of the Request and return via email to the Council Administrator and the Personnel Administrator for review. The resume/application for the candidate and the vacant position's job description <u>must</u> be included with the Request. The Request should additionally state that the EO/DH is requesting the applicant to be hired at the one- (1) year salary level.

#### B. KSA EVALUATION PROCEDURES:

- 1. Evaluation Factors: The Council Administrator and Personnel Administrator will review the following factors:
  - a. Are the knowledge, skills, and abilities (KSA) of the applicant substantially equal to, or greater than, the KSA that would be expected from a new hire after one- (1) year in the position?
  - b. How many **total** years of **applicable** experience has the applicant had in the comparable position?
- 2. The Personnel Administrator will review the Request, evaluate as to whether the applicant does or does not have the KSA needed based on the information provided on the applicant's resume/application and the associated job description, and complete the appropriate section on the Request. After completing this review, the Personnel Administrator will forward the Request to the Council Administrator for further completion.
- 3. The Council Administrator will review the Request, evaluate as to whether the applicant does or does not have the KSA needed based on the information provided on the applicant's resume/application and the associated job description, and complete the appropriate section on the Request.
- 4. If necessary, the Council Administrator and Personnel Administrator may confer about their independent evaluations.
- 5. The Council Administrator shall forward to the entire Council a copy of the executed KSA Request along with a <u>redacted</u> resume/application and the job description for the position. The actual identity of the applicant should be viewed as irrelevant to the Council, with the focus being on the KSA of the applicant. The EO/DH and Personnel Administrator will be copied on the email communication to the Council that includes the executed Request.

When forwarding the executed KSA Request to the Council, the Council Administrator shall indicate if the Council Administrator and the Personnel Administrator have reached a consensus regarding whether the applicant's KSA is substantially equal to, or greater than, the KSA that would be expected from a new hire after one- (1) year in the position.

6. If a Council Member requests a review of the KSA Request, the Council Member shall notify the Council Administrator, who shall place the item on the Council's next regular or work session agenda (whichever is earlier) for discussion. If no Council Member requests a review of the KSA within forty-eight (48) hours (Monday-Friday hours only, excluding weekends and holidays) after the executed KSA is sent to the Council by the Council Administrator, the final decision as to the approval or denial of the requested KSA Status will be delegated to the Council Administrator as outlined in Section 4 below.

Until a final decision has been made by the Council Administrator or the Council with regards to the KSA Request, any conveyance to the employee/applicant by the EO/DH regarding approval of the KSA Request is non-binding on the Council. The EO/DH *may* elect to move forward with hiring the employee at the base rate but <u>may not</u> proceed with hiring the applicant at a KSA Status until the review is complete.

7. The Council Administrator will notify the Council President of a KSA Request being added to a meeting agenda. The Council Administrator will notify the EO/DH when a Council member has made a request

for a review and what date it will be heard by the entire Council. The Personnel Administrator may be asked to attend the Council meeting, if needed.

- 8. The Council Administrator will notify the EO/DH if the KSA request is approved without being heard at a Council meeting and the effective date of the KSA Status.
- 9. The Council Administrator will add the approved KSA Status to the tracking log and a note will be added to the Salary Ordinance to indicate the position has a KSA Status for payroll purposes.
- 10. An employee's approved KSA Status only adjusts the compensation base rate pay for that employee. An employee's approved KSA Status is <u>not</u> included in the years of service pertaining to longevity and/or vacation time calculations which are governed by the Monroe County Personnel Policy Handbook.

# SECTION 3: Knowledge, Skills, And Abilities (K) Process For Transfer Applicants With An Existing KSA Status From One Monroe County Department To Another

The below outlined procedure generally applies to job applicants whom the EO/DH believes possess the necessary KSA and/or experience for the job vacancy within his/her department, and the applicant is transferring from a different Monroe County Government position with an existing KSA Status. Specifically, KSA Transfer can be requested for: 1) a transfer between two (2) county classified positions; and 2) a transfer from a position where the salary is determined by a state-prescribed rule, order, guideline, or mandated to a county classified position. This section **does not** apply to transfers from a county position to a position where the salary is determined by a state-prescribed rule.

If a KSA Status transfers with an employee, the KSA Status will transfer at the equivalent or lesser level. Once a KSA Status is transferred from one department to another, the KSA Status will remain effective for subsequent transfers back to the originating department that occur with one- (1) year or less. Subsequent transfers outside of the one- (1) year timeframe and/or to a different department must be submitted as a new Transfer Request.

If a Monroe County employee with an approved KSA Status transfers to a different department within Monroe County Government, the KSA Status *may* transfer with the employee. If a KSA Status transfers with an employee, the Status *may* transfer at an equivalent or lesser level. A lesser level *may* be approved based on whether the KSA of the employee is applicable to the new position. A KSA Status level cannot be increased when an employee transfers from one department to another. The EO/DH's are reminded that until a final decision has been made by the Council Administrator or the Council with regards to the KSA Transfer Request, any conveyance to the employee/applicant by the EO/DH regarding approval of the KSA Transfer Request is non-binding on the Council.

#### A. KSA TRANSFER STATUS REQUEST PROCEDURES:

An EO/DH wishing to make a KSA Transfer Request must complete the following process:

1. **Notification of Intent to Request Transfer of a KSA Status:** The EO/DH shall verify the KSA Status for the employee who wishes to transfer. This information can be located in the Salary Ordinance within the section entitled "Salary Ordinance Notes" under the heading of "KSA Tracking Log."

After confirming the KSA Status, the EO/DH shall notify their Council Liaison(s) and Council Administrator via email of their intent to fill an existing vacancy within their department with a Monroe County employee with an approved KSA Status transferring from a different department within Monroe County Government and request a KSA Transfer Status for this applicant.

- 2. Council Office Response to Intent: The Council Administrator shall provide via email a copy of the KSA Request form (Transfer Request) to the EO/DH for completion. The email will instruct the EO/DH on how to complete the Transfer Request form along with any additional information needed and include submission deadline(s). Additional information may include but is not limited to the applicant's resume and/or application and the job descriptions from both departments: the department the employee is transferring from and the department the employee is transferring to. See Exhibit B KSA Transfer Request Form
- 3. **Department Head/Elected Official Responsibility:** The EO/DH shall complete the required sections of the Transfer Request form and return via email to the Council Administrator and the Personnel Administrator for review. The resume/application for the candidate and the job descriptions from both departments <u>must</u> be included with the Request.

#### B. KSA EVALUATION PROCEDURES:

- 1. Evaluation Factors: The Council Administrator and Personnel Administrator will review the following factors:
  - a. Are the already recognized KSA of the employee applicable and/or comparable to the KSA that would be expected from a new hire after an equivalent amount of time to the already approved KSA Status?
  - b. Is the position from which the Monroe County employee with an approved KSA Status is transferring from a **comparable** position to the vacant position?
- 2. The Personnel Administrator will review the Transfer Request, evaluate as to whether the applicant does or does not have the transferrable KSA based on the information provided on the applicant's resume/application and the associated job descriptions, and complete the appropriate section on the Transfer Request. After completing this review, the Personnel Administrator will forward the Transfer Request to the Council Administrator for further completion.
- 3. The Council Administrator will review the Transfer Request, evaluate as to whether the applicant does or does not have the transferrable KSA based on the information provided on the applicant's resume/application and the associated job descriptions, and complete the appropriate section on the Transfer Request.
- 4. If necessary, the Council Administrator and Personnel Administrator may confer about their independent evaluations.
- 5. The Council Administrator shall forward to the entire Council a copy of the executed KSA Transfer Request along with a <u>redacted</u> resume/application and the job descriptions for the positions. The actual identity of the applicant should be viewed as irrelevant to the Council, with the focus being on the transfer of the KSA Status. The EO/DH and Personnel Administrator will be copied on the email communication to the Council that includes the executed Request.

When forwarding the executed KSA Transfer Request to the Council, the Council Administrator shall indicate if the Council Administrator and the Personnel Administrator have reached a consensus regarding whether the transfer of the KSA Status should be approved and at what level or if the request should be denied.

6. If a Council Member requests a review of the KSA Transfer Request, the Council Member shall notify the Council Administrator, who shall place the item on the Council's next regular or work session agenda (whichever is earlier) for discussion. If no Council Member requests a review of the KSA Transfer within forty-eight (48) hours (Monday-Friday hours only, excluding weekends and holidays) after the executed KSA Transfer is sent to the Council by the Council Administrator, the final decision as to the approval or denial of the requested KSA Transfer Status will be delegated to the Council Administrator as outlined in Section 4 below.

Until a final decision has been made by the Council Administrator or the Council with regards to the KSA Transfer Request, any conveyance to the employee/applicant by the EO/DH regarding approval of the KSA Transfer Request is non-binding on the Council. The EO/DH *may* elect to move forward with the transfer of the employee into their department, but if said decision is made before any final decision the KSA Transfer Status will not transfer at that time.

- 7. The Council Administrator will notify the Council President of a KSA Transfer Request being added to a meeting agenda. The Council Administrator will notify the EO/DH when a Council member has made a request for a review and what date it will be heard by the entire Council. The Personnel Administrator may be asked to attend the Council meeting, if needed.
- 8. The Council Administrator will notify the EO/DH if the KSA Transfer Request is approved without being heard at a Council meeting.
- 9. The Council Administrator will update the transferred KSA Status with the tracking log and a note will be added to the Salary Ordinance to indicate the position has a KSA Status for payroll purposes.
- 10. An employee's approved KSA Status only adjusts the compensation base rate pay for that employee. An employee's approved KSA Status is <u>not</u> included in the years of service pertaining to longevity and/or vacation time calculations which are governed by the Monroe County Personnel Policy Handbook.

#### C. TRANSFERRING TO A DIFFERENT CLASSIFICATION:

- 1. If the employee is transferring into a position with the same classification and level, then there is no change in the hourly rate.
- 2. If the employee is transferring into a position with a different classification and/or level, the hourly rate will be evaluated prior to approval. When comparing positions with different classifications, the hourly rates for the same level will be compared. If the hourly rate with a KSA Transfer Status exceeds the hourly rate of the new position at the same level, the transfer will be approved at the higher compensation rate. If the hourly rate for the new position with the same or less of service exceeds that of the KSA Transfer hourly rate, then the transfer request will be denied allowing for the higher compensation.

#### SECTION 4: Approval Of A KSA Status Request

A. **Decision-Making Authority:** The Council delegates to the Council Administrator the final decision making under Sections 1, 2, and 3 when there is a consensus between the Council Administrator and the Personnel Administrator regarding the KSA Status and/or transfer thereof and no Council Member has requested a review. This delegation of final decision making is beneficial as it potentially decreases the amount of time that it may take for a decision on the KSA Status and/or transfer thereof and allows for

notification of the applicant in a quicker timeframe. By delegating the KSA Status approval and/or transfer thereof when there is a consensus, it could enable an applicant and/or transfer to a department without having to wait for the next Council meeting.

It would be a necessity for a KSA Request and/or a Transfer Request to be heard by the entire Council in the following scenarios: 1) there is <u>not</u> a consensus between the Council Administrator and the Personnel Administrator or 2) there is a consensus between the Council Administrator and the Personnel Administrator, but a Council Member has requested review of the KSA Request and/or Transfer Request as described under Sections 1, 2, and 3 in Subsection B. When a KSA Request and/or Transfer Request is heard by the entire Council, the final decision of the Request shall rest with the Council.

- B. The KSA Status is exclusively associated with the applicant and the position requested by the EO/DH for the determined period of time. If a KSA approved employee transfers to another Monroe County Government position, the KSA Status *may* transfer, but only with an approval of the Transfer Request.
- C. Until a final decision has been made by the Council Administrator or the Council with regards to the KSA Request and/or Transfer Request, any conveyance to the employee/applicant by the EO/DH regarding approval of the department's pending request is non-binding on the Council.
- D. An employee's approved KSA Status only adjusts the compensation base rate pay for that employee. An employee's approved KSA Status is <u>not</u> included in the years of service pertaining to longevity and/or vacation time calculations which are governed by the Monroe County Personnel Policy Handbook.

#### SECTION 5: KSA Request Procedures Policy Review

The KSA Request Procedures Policy will be reviewed annually in March as to its effectiveness in hiring qualified applicants. The Personnel Administrator shall survey prior year departments regarding the process and report at the March Personnel Administration Committee (PAC) Meeting. The report should include any departmental comments from the survey along with any recommendations on improving the process. PAC will then determine if a review of the KSA Request Policy needs to be reviewed and/or updated based on the information provided by the Personnel Administrator.

(Remainder of page intentionally left blank.)

Resolution 2023-02 was originally presented and approved by the Monroe County Council on the 14th day of February, 2023.

Resolution 2023-02 was originally presented, amended, and approved by the Monroe County Council on the 14th day of March, 2023.

Resolution 2023-02 was presented, amended, and approved by the Monroe County Council on the 9th day of April, 2024.

#### \* \* \* \* \* \* \*

#### MONROE COUNTY COUNCIL

|                                    | lay 🗌 Abstain | □ Not Present | Trent Deckard, President                 |  |  |
|------------------------------------|---------------|---------------|--|--|--|
|                                    | lay 🗌 Abstain | □ Not Present | Jennifer Crossley, President Pro Tempore |  |  |
|                                    | lay 🗌 Abstain | □Not Present  | Marty Hawk, Councilor                    |  |  |
|                                    | lay 🗌 Abstain | □Not Present  | Peter Iversen, Councilor                 |  |  |
|                                    | lay 🗌 Abstain | □ Not Present | Geoff McKim, Councilor                   |  |  |
|                                    | lay 🗌 Abstain | □Not Present  | Cheryl Munson, Councilor                 |  |  |
|                                    | lay 🗌 Abstain | Not Present   | L. Kate Wiltz, Councilor                 |  |  |
| ATTEST:                            |               |               |  |  |  |
| Brianne Gregory, Auditor Date Date |               |               |  |  |  |

# RESOLUTION 2024-15 A RESOLUTION TO ESTABLISH PROCEDURES FOR PAYMENT OF ACCUMULATED COMPENSATORY TIME

**WHEREAS**, there are occasions where Monroe County is legally required to pay compensatory time to employees, e.g., where they leave employment with the county and/or where employees transfer to a different department within Monroe County that is unable to accept the already accrued compensatory time; and, love

**WHEREAS**, there may be occasions where the county finds it preferable as a policy for employees to use compensatory time rather than require it be paid out and,

**WHEREAS**, the Monroe County Council generally disfavors outright payments to employees to cover accumulated compensatory time; and,

**WHEREAS**, the Council wishes to establish a policy for payment of accumulated compensatory time that will place the responsibility for supplying funds for any such payouts with the departments that have allowed employees to accumulate compensatory time.

NOW, THERFORE, BE IT RESOLVED by the Monroe County Council that:

Previous Resolutions establishing policies on payment of accumulated compensatory time are repealed, and this Resolution, shall establish a policy for said payment moving forward. This Resolution is applicable to the payment of compensatory time for 1) employees leaving employment with Monroe County Government and 2) employees transferring from one Monroe County Government department to another department. This Resolution is effective the date of signature.

It should be noted that ALL compensatory time payout regardless of whether it is due to an employee's employment terminating or an employee transferring, are subject to FICA and PERF. These amounts must be included in the category transfer/additional appropriation request process and the payment request submitted to Employee Services.

#### SECTION A: Payment Procedure for Employees Leaving Employment with Monroe County Government

- When an employee's employment with Monroe County is terminated, either voluntarily or involuntarily, the Elected Official/Department Head (EO/DH) shall submit to Employee Services a request for compensatory time payment along with any documentation required for vacation payouts with the final payroll documentation. Payments to cover accrued compensatory time shall be paid out of the remainder of the budgeted appropriation in the salary line established within the department's budget of the employee who has accrued the compensatory time.
- 2. Funds for payment to cover accrued time shall **come** from a department's budget in the following order of preference:
  - i. From the remainder of the budgeted appropriation in the salary line of the employee who has accrued the compensatory time (e.g., in instances where the employee has left employment with the County or with the specific department).
  - ii. From other appropriations budgeted in the department's Personnel (10) Category lines.
- **3.** In the event that there are insufficient funds to process the compensatory time payment out of the salary line, then the EO/DH shall make a Council Request in the following order of preference:
  - i. A Category Transfer from other appropriations budgeted in the department's Supplies (20) Category, Services(30) Category, or Capital (40) Category lines.
  - **ii.** An additional appropriation. Council does not favor the use of additional appropriations to cover compensatory time payouts.

Elected Officials/Department Heads seeking additional appropriations for this purpose **must** be able to demonstrate that the procedures outlined in **Section A, paragraph 2** were inadequate to cover the compensatory time payment.

Payments made in the manner described in Section A, paragraph 2 will reduce any delay in a former employee's final payment from Monroe County and reduce delay in the County's final contribution to the employee's PERF account beyond the employee's employment termination date. Payments made in the manner described in Section A, paragraph 3 will result in such delays. to the former employee will be delayed when an EO/DH requests a category transfer and/or an additional appropriation. For this reason, EO/DH must notify Employee Services when a request has been made which will cause a delay of the final payment.

#### **SECTION B: Payment Procedure for Employees Transferring Between Departments**

- When an employee transfers between departments within Monroe County Government and that employee has accrued compensatory time, the employee will receive (use) their accrued compensatory time or will receive monetary compensation for the accrued time from the department under which the time was worked as outlined in the Monroe County Indiana Personnel Policy Handbook Section 5.14. Transfer of compensatory time from one department to another is not allowable under the Personnel Policy.
- 2. Funds for payment to cover accrued time shall come from a department's budget in the following order of preference:
  - i. From the remainder of the budgeted appropriation in the salary line of the employee who has accrued the compensatory time (e.g., in instances where the employee has left employment with the County or with the specific department).
  - ii. From other appropriations budgeted in the department's Personnel (10) Category lines.
- **3.** In the event that there are insufficient funds to process the compensatory time payment out of the salary line, then the EO/DH shall make a Council Request in the following order of preference:
  - i. A Category Transfer from other appropriations budgeted in the department's Supplies (20) Category, Services (30) Category, or Capital (40) Category lines.
  - ii. An additional appropriation. Council does not favor the use of additional appropriations to cover compensatory time payouts.

Elected Officials/Department Heads seeking additional appropriations for this purpose **must** be able to demonstrate that the procedures outlined in **Section B**, **paragraph 2** were inadequate to cover the compensatory time payment.

#### **SECTION C: COMPENSATORY TIME REPORTS**

1. Employee Services will provide Council a quarterly report of all compensatory payments paid out. The report should include payments to former employees and payments to employees who transferred departments.

(Remainder of page intentionally left blank.)

Resolution 2024-15 was presented and approved by the Monroe County Council on the **9th** day of **April, 2024**.

#### MONROE COUNTY COUNCIL

| Aye                      | □Nay | Abstain | □Not Present | Trent Deckard, President                 |
|--------------------------|------|---------|--------------|--|
| Aye                      | □Nay | Abstain | □Not Present | Jennifer Crossley, President Pro Tempore |
| Aye                      | □Nay | Abstain | Not Present  | Marty Hawk, Councilor                    |
| Aye                      | □Nay | Abstain | □Not Present | Peter Iversen, Councilor                 |
| Aye                      | □Nay | Abstain | □Not Present | Geoff McKim, Councilor                   |
| Aye                      | □Nay | Abstain | □Not Present | Cheryl Munson, Councilor                 |
| Aye                      | □Nay | Abstain | □Not Present | L. Kate Wiltz, Councilor                 |
| ATTEST                   |      |         |              |  |
| Brianne Gregory, Auditor |      |         |              | Date                                     |

Monroe County, Indiana