

**MEMORANDUM OF MAY 2, 2024
EXECUTIVE SESSION MEETING OF THE
MONROE COUNTY COUNCIL AND
MONROE COUNTY BOARD OF COMMISSIONERS**

Pursuant to Indiana Code §5-14-1.5-6.1(b)(2)(C), the Monroe County Council and Monroe County Board of Commissioners met in Executive Session on May 2, 2024, in the HR-County Council Conference Room for the purpose of discussing the implementation of security systems.

Julie Thomas, Board of Commissioners President, called the meeting to order at 5:01 pm.

The following Monroe County Commissioners were in attendance in person: Julie Thomas, Penny Githens and Lee Jones.

The following Monroe County Council members were in attendance in person: Trent Deckard, Jennifer Crossley, Marty Hawk, Geoff McKim, Cheryl Munson, and Kate Wiltz.

The following county officials were also in attendance in person: Sheriff Ruben Martí, Chief Deputy Sheriff Phil Parker, Assessor Judy Sharp, Recorder Amy Swain, and Auditor Brianne Gregory.

The following Courthouse Maintenance staff were in attendance in person: Richard Crider and Alex Griffith.

Kim Shell, Council Administrator, attended in person.
Molly Turner King, Legal Counsel, attended virtually.

The discussion was limited to the advertised purpose of discussing the implementation of a security system.

The meeting adjourned at 6:07 pm.

(The remainder of this document is intentionally left blank.)

The Memorandum of the May 2, 2024, Executive Session Meeting of the Monroe County Council and Monroe County Board of Commissioners was presented and approved by the Monroe County Council this **14th** day of **May 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:

Brianna Gregory, Auditor
Monroe County, Indiana

Date

The Memorandum of the May 2, 2024, Executive Session Meeting of the Monroe County Council and Monroe County Board of Commissioners was presented and approved by the Monroe County Board of Commissioners this _____ day of _____ 2024.

MONROE COUNTY BOARD OF COMMISSIONERS

Aye Nay Abstain Not Present _____
Julie Thomas, President

Aye Nay Abstain Not Present _____
Penny Githens, Vice President

Aye Nay Abstain Not Present _____
Lee Jones, Commissioner

ATTEST:

Brienne Gregory, Auditor
Monroe County, Indiana

Date

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Probation MEETING DATE REQUESTED (Tentative): 5/14/2024
Request Presenter(s): Christine McAfee Phone: 812-349-2645

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

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

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

Fund Name: [Redacted]

Transfer of Funds

Category

Fund Name: JDAI - Programming

Fund to Fund

Fund Name A: [Redacted]

Fund Name B: [Redacted]

Salary Ordinance Amendment Effective Date of Amendment: [Redacted]

De-Appropriation of Account Lines

Fund Name: [Redacted]

Other (Specify) [Redacted]

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

ITEM FOR CONSENT AGENDA:

The Indiana Department of Correction (IDOC) approved several grant amendments for the Juvenile Detention Alternatives Grant (Programming) that enables our department to provide funding for our community partners. Family Solutions will be providing The Parenting Project services to families at no costs. People & Animal Learning Services will be providing equine services at no cost. Finally, the amendment also allows our department to provide scholarships for registration costs for Trust-Based Relational Intervention (TBRI) training to five participants in our community.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

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

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Probation MEETING DATE REQUESTED (Tentative): 5/14/2024
Request Presenter(s): Christine McAfee Phone: 812-349-2645

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

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

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

Fund Name: [Redacted]

Transfer of Funds

Category

Fund Name: JDAI Performance Grant

Fund to Fund

Fund Name A: [Redacted]

Fund Name B: [Redacted]

Salary Ordinance Amendment Effective Date of Amendment: [Redacted]

De-Appropriation of Account Lines

Fund Name: [Redacted]

Other (Specify) [Redacted]

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

ITEM FOR CONSENT AGENDA:

The Indiana Department of Correction (IDOC) approved a grant amendment for the Juvenile Detention Alternatives Grant (Performance Bonus Grant) that enables our department to provide funding for our community partner. Family Solutions will be providing The Parenting Project services to families at no costs.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

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

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Highway MEETING DATE REQUESTED (Tentative): 5/14/2024
Request Presenter(s): Lisa Ridge Phone: 812-349-2555

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

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

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

Fund Name: [Redacted]

Transfer of Funds

Category

Fund Name: Cumulative Bridge

Fund to Fund

Fund Name A: [Redacted]

Fund Name B: [Redacted]

Salary Ordinance Amendment Effective Date of Amendment: [Redacted]

De-Appropriation of Account Lines

Fund Name: [Redacted]

Other (Specify) [Redacted]

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

The department has had some unforeseen circumstances with some of our equipment and higher than anticipated fleet maintenance invoices. We are requesting to transfer from the Gas, Oil & Lube account line to cover costs throughout 2024.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

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



MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to:

COUNCILREQUESTS@CO.MONROE.IN.US

Department: Highway Presenter: Lisa Ridge

REQUESTED Meeting Date: 5/14/2024

PURPOSE: (Mark all applicable boxes, then complete the corresponding request page.)

- | | | | |
|-------------------------------------|--|--------------------------|---|
| <input type="checkbox"/> | Creation of New Account Line(s) (pg. 2) | <input type="checkbox"/> | Additional Appropriation(s) (pg.2) |
| <input checked="" type="checkbox"/> | Category Transfer(s) (pg.3) | <input type="checkbox"/> | Fund to Fund Transfer (pg.4) |
| <input type="checkbox"/> | De-Appropriation of Account Line(s) (pg.5) | <input type="checkbox"/> | Salary Ordinance Amendment(s) (pg.6 and/or 7) |
| <input type="checkbox"/> | Other (Specify): _____ | | |

Was the Council Liaison notified prior to submitting the agenda request? Yes

Per [Resolution 2024-14](#), do you approve the request being placed in the Consent Agenda Section? Yes

NARRATIVE: (Provide a detailed summary explanation for the request.)

The department is needing to transfer funds into our Stone, Gravel, Agg account line from the part-time hourly account line. We needed to wait and put together our paving program to decide which roads would require shoulder stone.

COMPLETE ALL CORRESPONDING REQUEST INFORMATION ON SUBSEQUENT PAGES.

REQUEST FOR A CATEGORY TRANSFER OF APPROPRIATION(S)

Council recommends making in-house transfers PRIOR to requesting a category transfer.

Department: Highway

Fund Name: Motor Vehicle Highway

Fund Number: 1176 Location Number: 0000

TRANSFER FROM:

Account Number:	Account Description:	Amount Requested:
<u>17801</u>	<u>Part-time</u>	<u>\$ 50,000.00</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

GRAND TOTALS MUST MATCH. GRAND TOTAL: \$ 50,000.00

TRANSFER TO:

Account Number:	Account Description:	Amount Requested:
<u>23500</u>	<u>Stone, gravel, etc.</u>	<u>\$ 50,000.00</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

GRAND TOTALS MUST MATCH. GRAND TOTAL: \$ 50,000.00

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: WRDMC MEETING DATE REQUESTED (Tentative): 5/14/2024
Request Presenter(s): Tom McGlasson Jr / Lee Paulsen Phone: 8123492869 / 8123492953

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

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

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

Fund Name: [Redacted]

Transfer of Funds

Category

Fund Name: [Redacted]

Fund to Fund

Fund Name A: [Redacted]

Fund Name B: [Redacted]

Salary Ordinance Amendment Effective Date of Amendment: [Redacted]

De-Appropriation of Account Lines

Fund Name: [Redacted]

Other (Specify) State required landfill post-closure financial assurance

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

State required financial assurance update per 329 IAC 10-39-3. Local government entities are allowed to use the "local government financial test" option [329 IAC 10-39-3(a)(6)]. The Waste Reduction District of Monroe County does not meet all of the financial requirements of this option. We are requesting the Monroe County establish financial responsibility for post-closure care on behalf of the District as has been done in previous years.

Financial assurance demonstrated utilizing this method does not require any expenditures on the part of Monroe County, or the Waste Reduction District. Monroe County has graciously made this annual demonstration on behalf of the District for a number of years. To date, the District has been able to fund the post-closure monitoring and maintenance of the Monroe County Landfill in its annual operating budget, and no funding assistance has been requested from Monroe County. The District sees no reason it would not be able to continue to budget for these necessary expenditures.

Additionally, this District has a trust fund dedicated to post-closure monitoring and maintenance expenses. As of March 31, 2024, the balance of this trust fund is \$764,901.51. These funds would be exhausted before the District would see financial assistance from Monroe County.

The WRDMC Board of Directors approved bringing this request to the Monroe County Council via Resolution 2024-02 at its meeting on 4/11/24, a copy of which is attached. Additional attachments include updated post-closure costs estimates prepared by Regional Services Corporation and the letter needing to be completed by the Monroe County Auditor to satisfy this requirement.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

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

RESOLUTION 2024 - 02

Waste Reduction District of Monroe County Monroe County Landfill Financial Assurance

WHEREAS, the Waste Reduction District of Monroe County owns the Monroe County Landfill located at 7740 N. Fish Road, Bloomington, IN 47408; and

WHEREAS, the Monroe County Landfill was certified closed by the Indiana Department of Environmental Management (IDEM) in December, 2009; and

WHEREAS, solid waste land disposal facility owners are required to demonstrate post-closure financial assurance annually per 329 IAC 10-39-3(c); and

WHEREAS, the Indiana Administrative Code allows solid waste land disposal facility owners seven (7) separate and distinct mechanisms by which financial assurance may be demonstrated; and

WHEREAS, as a local government entity, the Waste Reduction District of Monroe County qualifies for the "local government financial test" option described in 329 IAC 10-39-3(a)(6); and

WHEREAS, the "local government financial test" option has been determined to be the most prudent and economical for the Waste Reduction District of Monroe County; and

WHEREAS, the Waste Reduction District of Monroe County does not meet the revenue requirements of 329 IAC 10-39-3(a)(6) based on the current post-closure cost estimate of \$2,346,123.00, and

WHEREAS, Monroe County, Indiana does meet all the requirements of 329 IAC 10-39-3(a)(6);

NOW THEREFORE, be it resolved by the Board of Directors of the Waste Reduction District of Monroe County that:

1. The 2024 post-closure financial assurance update for the Monroe County Landfill shall be demonstrated utilizing the "local government financial test" as prescribed in 329 IAC 10-39-3(a)(6)
2. The Waste Reduction District of Monroe County shall request from Monroe County, Indiana via the Monroe County Council that it establish financial responsibility for post-closure care on behalf of the District by providing the necessary instruments, documents and financial records to satisfy the post-closure financial assurance for the Monroe County Landfill per 329 IAC 10-39-3(a)(6)

RESOLUTION 2024 – 02

Waste Reduction District of Monroe County

Monroe County Landfill Financial Assurance

So voted on this 11th day of April, 2024, by the Board of Directors of the Waste Reduction District of Monroe County.

AYE

NAY

Geoff McKim, Chairperson

Geoff McKim, Chairperson



Isabel Piedmont-Smith, Vice-Chairperson

Isabel Piedmont-Smith, Vice-Chairperson



Penny Githens, Secretary

Penny Githens, Secretary

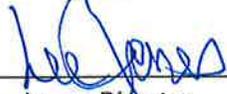
Julie Thomas, Director

Julie Thomas, Director



Kerry Thomson, Director

Kerry Thomson, Director



Lee Jones, Director

Lee Jones, Director



Dan Swafford, Director

Dan Swafford, Director

Attest:

Tom McGlasson Jr.
Executive Director

SOLID WASTE FINANCIAL ASSURANCE: 329 IAC 10-39

LOCAL GOVERNMENT FINANCIAL TEST

LANDFILL CHECKLIST

Annual Submittal Due June 15

3/25/2024 Landfill Name Monroe County MSW Landfill Solid Waste Landfill ID # 53-03

Landfill contact(s) (email and phone) Tom McGlasson Jr. / tmcglass@mcswmd.org / 812-349-2020

County Auditor/CFO (email and phone) Brianne Gregory (bgregory@co.monroe.in.us) (812-349-2510)

Date of approved closure / post-closure plan Sept. 2004 *Date of closure certification (if applicable) 11-24-2009

Prior year closure cost estimate \$ N/A Prior year post-closure cost estimate \$ 1,876,979

Current year adjusted closure cost \$ N/A *Current year adjusted post-closure cost \$ 1,813,161

Provide a detailed written estimate of the closure / post-closure cost adjust for inflation. The inflation factor is derived from the **annual** implicit price deflator (IPD) for gross national product as published by the U.S. Department of Commerce in its Survey of Current Business (Bureau of Economic Analysis (BEA), **Table 1.1.9**. Implicit Price Deflators for Gross Domestic Product).¹ 329 IAC 10-39-2(b-c); 329 IAC 10-39-3(b-c)

[What is an implicit price deflator and where can I find the GNP IPD? | U.S. Bureau of Economic Analysis \(BEA\)](https://www.bea.gov/help/faq/513)
(<https://www.bea.gov/help/faq/513>)

Tip: modify Table 1.1.9 to reflect annual IPDs for the calculation; year-end IPD is generally released late March of each year.

The cost estimate should state the inflation factor¹.

[Inflation adjustment may not be necessary if unit is in post-closure and the current financial assurance adequately covers the remaining post-closure care period. Agency approval must be obtained before reducing the amount of coverage.]

Do **not** include a copy of your closure / post-closure plan. IDEM has it on file.

See page 2 if you have an **active** Municipal Solid Waste Landfill (MSWLF). **Not Applicable**

Provide a signed letter from the Local Government CFO using the IDEM approved form (financial test). The instructions following the CFO signature has been revised to require placement in the facility operating record rather than submittal to IDEM. If the county government can no longer pass the conditions of the financial test, please contact this office.

Email this completed checklist, and the required information detailed above.

Email the annual submittal to: Glynda Oakes goakes@idem.IN.gov and Ruth Jean rjean@idem.IN.gov
Direct questions to Ruth Jean at (317) 232-3398 rjean@idem.IN.gov, or Glynda Oakes at (317) 233-1052
goakes@idem.IN.gov

¹ The inflation factor is the result of dividing the latest published **annual** deflator by the deflator for the previous year:

$IPD\ current\ year \div IPD\ previous\ year = inflation\ factor$ (result is NOT a percentage).

$(Cost\ estimate) \times (Inflation\ Factor) = inflation-adjusted\ cost\ estimate$

You may use the IPD for GNP or GDP if you are consistent from year to year.

Monroe County MSW Landfill (FP 53-03)

Worksheet 2024 Financial Assurance Update

Financial Assurance (FA) Update (2024)
Post-Closure (PC) Funding Estimate (329 IAC10-39)

.....

Updated (2024) Closure Cost Estimate with Inflation Adjustment:

\$0 (Facility was certified closed in November 2009. A closure approval letter was issued by IDEM in December 2009)

Updated (2024) Post-Closure Cost Estimate with Inflation Adjustment:

\$ 2,185,086 (September 2004 30-year PC Plan)

x 1.2238 (Inflation September 2004 to December 2014 (109.414 / 89.408)) GNP/IPD

x 1.0108 (Inflation Dec 2014 to Dec 2015 (110.593 / 109.414) GNP/IPD

x 1.0155 (Inflation Dec 2015 to Dec 2016 (112.310 / 110.593) GNP/IPD

x 1.0182 (Inflation Dec 2016 to Dec 2017) (114.352 / 112.310) GNP/IPD

x 1.0223 (Inflation Dec 2017 to Dec 2018) (110.308/107.903; Index 2012=100) GNP/IPD

x 1.0162 (Inflation Dec 2018 to Dec 2019) (112.953 / 111.154; Index 2012=100) GNP/IPD

x 1.0125 (Inflation Dec 2019 to Dec 2020) (114.328 / 112.911; Index 2012=100) GNP/IPD

x 1.0588 (Inflation Dec 2020 to Dec 2021) (121.165 / 114.432; Index 2012=100) GNP/IPD

x 1.0641 (Inflation Dec 2021 to Dec 2022) (129.480 / 121.684; Index 2012=100) GNP/IPD

X 1.0264 (Inflation Dec 2021 to Dec 2023) (123.173 / 120.002; Index 2017 = 100) GNP/IPD

x 0.5333 (16/30: 16 years of post-closure remaining, 14 years completed)

= \$ 1,813,161

Updated (2024) Combined (C/PC) Cost Estimate with Inflation Adjustment (\$):

- **\$ 1,813,161**

SOLID WASTE FINANCIAL ASSURANCE: 329 IAC 10-39

LOCAL GOVERNMENT FINANCIAL TEST

LANDFILL CHECKLIST

Annual Submittal Due June 15

3/25/2024 Landfill Name Monroe County C/D Landfill Solid Waste Landfill ID # 53-05

Landfill contact(s) (email and phone) Tom McGlasson Jr. / tmcglass@mcswmd.org / 812-349-2020

County Auditor/CFO (email and phone) Brianne Gregory (bgregory@co.monroe.in.us) (812-349-2510)

Date of approved closure / post-closure plan Sept. 2004/April 2005 *Date of closure certification 11-24-2009

Prior year closure cost estimate \$ N/A Prior year post-closure cost estimate \$ 551,693

Current year adjusted closure cost \$ N/A *Current year adjusted post-closure cost \$ 532,962

Provide a detailed written estimate of the closure / post-closure cost adjust for inflation. The inflation factor is derived from the **annual** implicit price deflator (IPD) for gross national product as published by the U.S. Department of Commerce in its Survey of Current Business (Bureau of Economic Analysis (BEA), **Table 1.1.9**. Implicit Price Deflators for Gross Domestic Product).¹ 329 IAC 10-39-2(b-c); 329 IAC 10-39-3(b-c)

[What is an implicit price deflator and where can I find the GNP IPD? | U.S. Bureau of Economic Analysis \(BEA\)](https://www.bea.gov/help/faq/513)
(<https://www.bea.gov/help/faq/513>)

Tip: modify Table 1.1.9 to reflect annual IPDs for the calculation; year-end IPD is generally released late March of each year.

The cost estimate should state the inflation factor¹.

[Inflation adjustment may not be necessary if unit is in post-closure and the current financial assurance adequately covers the remaining post-closure care period. Agency approval must be obtained before reducing the amount of coverage.]

Do **not** include a copy of your closure / post-closure plan. IDEM has it on file.

See page 2 if you have an **active** Municipal Solid Waste Landfill (MSWLF). **Not Applicable**

Provide a signed letter from the Local Government CFO using the IDEM approved form (financial test). The instructions following the CFO signature has been revised to require placement in the facility operating record rather than submittal to IDEM. If the county government can no longer pass the conditions of the financial test, please contact this office.

Email this completed checklist, and the required information detailed above.

Email the annual submittal to: Glynda Oakes goakes@idem.IN.gov and Ruth Jean rjean@idem.IN.gov
Direct questions to Ruth Jean at (317) 232-3398 rjean@idem.IN.gov, or Glynda Oakes at (317) 233-1052
goakes@idem.IN.gov

¹ The inflation factor is the result of dividing the latest published **annual** deflator by the deflator for the previous year:

$IPD_{current\ year} \div IPD_{previous\ year} = inflation\ factor$ (result is NOT a percentage).

$(Cost\ estimate) \times (Inflation\ Factor) = inflation-adjusted\ cost\ estimate$

You may use the IPD for GNP or GDP if you are consistent from year to year.

Monroe County C/D Landfill (FP 53-05)

Worksheet 2024 Financial Assurance Update

Financial Assurance (FA) Update (2024)
Post-Closure (PCI) Funding Estimate_(329 IAC10-39)

.....

Updated (2024) Closure Cost Estimate with Inflation Adjustment:

\$0 (Facility was certified closed in November 2009. A closure approval letter was issued by IDEM in December 2009)

Updated (2023) Post-Closure Cost Estimate with Inflation Adjustment:

\$ 652,808 (April 2005 30-year PC Plan)

x 1.2041 (Inflation April 2005 to December 2014 (109.414 / 90.870)) GNP/IPD

x 1.0108 (Inflation Dec 2014 to Dec 2015 (110.593 / 109.414) GNP/IPD

x 1.0155 (Inflation Dec 2015 to Dec 2016 (112.310 / 110.593) GNP/IPD

x 1.0182 (Inflation Dec 2016 to Dec 2017 (114.352 / 112.310) GNP/IPD

x 1.0223 (Inflation Dec 2017 to Dec 2018 (110.308/107.903; Index 2012=100) GNP/IPD

x 1.0162 (Inflation Dec 2018 to Dec 2019) (112.953 / 111.154; Index 2012=100) GNP/IPD

x 1.0125 (Inflation Dec 2019 to Dec 2020) (114.328 / 112.911; Index 2012=100) GNP/IPD

x 1.0588 (Inflation Dec 2020 to Dec 2021) (121.165 / 114.432; Index 2012 = 100) GNP/IPS

x 1.0641 (Inflation Dec 2021 to Dec 2022) (129.480 / 121.684; Index 2012 = 100) GNP/IPS

x 1.0264 (Inflation Dec 2022 to Dec 2023) (123.173 / 120.002; Index 2017 = 100) GNP/IPS

x 0.5333 (16/30: 16 years of post-closure remaining, 14 years completed)

= \$ 532,962

Updated (2024) Combined (C/PC) Cost Estimate with Inflation Adjustment (\$):

- **\$ 532,962**



Brianne Gregory
Monroe County Auditor

Courthouse, Room 209
100 West Kirkwood Avenue
Bloomington, IN 47404
Office (812) 349-2510
Fax (812) 349-2280

Letter from the Chief Financial Officer of a Local Government

Indiana Department of Environmental Management
Office of Land Quality, Permits Branch
100 North Senate Ave.
Indianapolis, IN 46204

I am the chief financial officer of Monroe County, Indiana, 100 W. Kirkwood Ave., Room 209, Bloomington, IN 47404.

This letter is in support of the Waste Reduction District of Monroe County's use of the financial test to demonstrate financial assurance, as specified in 329 IAC 10-39-2(a)(7). Monroe County is the guarantor of the following facilities for which financial assurance for closure, post-closure care, and/or corrective action is demonstrated through the financial test specified in 329 IAC 10-39-2(a)(7).

If the Waste Reduction District of Monroe County fails to perform any combination of closure, post-closure care, or corrective action of a facility covered by the guarantee, Monroe County shall perform or pay a third party to perform any combination of closure, post-closure, or corrective action; or, will establish a fully funded trust fund in the name of the permittee. This guarantee will remain in force unless Monroe County sends notice of cancellation by certified mail to the permittee and to the commissioner in accordance with 329 IAC 10-39-2(a)(7)(B)(ii).

Part I

Provide the current closure, post-closure, corrective action cost estimates, and any other environmental obligations provided for by a financial test. List additional facilities separately.

Solid Waste Facility Name: **Monroe County MSW and C/D Landfill**

Facility Permit Number: **FP 53-03 (MSW) and FP 53-05 (C/D)**

Type of unit: **Municipal Solid Waste (MSW) and Construction/Demolition (C/D) Landfill**

Facility Address: **7740 N. Fish Road, Bloomington, IN 47408**

County: **Monroe**

Closure Cost Estimate: **\$ 0 (Sites are in Post-Closure)**

Post-Closure Cost Estimate: **\$ 2,346,123 (\$532,962 C/D + \$1,813,161 MSW)**

Corrective Action Cost Estimate: **\$ 0**

Other Environmental Obligations: **\$ 0**

Part II

Does Monroe County have outstanding, rated general obligation bonds that are not secured by insurance, a letter of credit, or other collateral or guarantee? Yes___ No___

If yes, the bond rating must be investment grade as issued by Moody's or Standard and Poor's.

Current bond rating: _____ Name of rating service: _____

Date of issuance of bond: _____ Date of maturity of bond: _____

Part III

The fiscal year for Monroe County ends on: **December 31st**

The figures for the following items marked with an asterisk are derived from independently audited, year-end financial statements for the most recently completed fiscal year.

- 1) Sum of current final closure, post-closure care, and/or corrective measures cost estimates, and any other environmental obligations assured by a financial test (total of all amounts shown in Part I): **\$ 2,346,123**
- 2) Sum of cash and marketable securities: \$
- 3) Total expenditures: \$
- 4) Annual debt service: \$
- 5) Total annual revenue: \$
- 6) Is line 2 divided by line 3 greater than or equal to 0.05? Yes___ No___
("No" disqualifies local government from use of this test)
- 7) Is line 4 divided by line 3 less than or equal to 0.20? Yes___ No___
("No" disqualifies local government from use of this test)
- 8) Is line 1 divided by line 5 less than or equal to 0.43? Yes___ No___
If No, complete lines 9 and 10.
- 9) Multiply line 5 by 0.43 = \$
(This is the maximum amount allowed to assure environmental costs with this test.)
- 10) Line 9 subtracted from line 1 = \$
(This amount must be assured by another financial assurance mechanism listed in 329 IAC 10-39-2.)

Part IV

I hereby certify the following:

(1) Financial statements for Monroe County are prepared in conformity with generally accepted accounting principles (GAAP) for governments;

(2) Monroe County has not operated at a deficit equal to 5% or more of total annual revenue in either of the past two fiscal years;

(3) Monroe County is not in default on any outstanding general obligation bonds;

(4) Monroe County has not received an adverse opinion, disclaimer of opinion, or other qualified opinion from the independent CPA or the state board of accounts auditing its financial statements; and,

(5) Monroe County has placed in its annual Comprehensive Annual Financial Report (CAFR) a reference to the costs assured through this financial test, including:

- a) nature and source of closure/post-closure care requirements;
- b) reported liability at the balance sheet;
- c) estimated total closure and post-closure care cost remaining to be recognized;
- d) percentage of landfill capacity used to-date; and
- e) estimated landfill life in years.

(Conformance with General Accounting Standards Board Statement 18 assures compliance with the public notice requirement and item (5).)

(Signature of Chief Financial Officer)

(Date)

Printed Name: Brianne Gregory

REQUIRED ATTACHMENTS:

1. The independently audited year-end financial statements for the latest fiscal year (for local governments where audits are required every 2 years, unaudited statements may be used in years when audits are not required), including the unqualified opinion of the auditor, who shall be an independent CPA or the state board of accounts that conducts equivalent comprehensive audits. (Web address in lieu of a hard copy is acceptable.)
2. A "special report" from the local government permittee's independent CPA or State Board of Accounts based on performing an agreed upon procedures engagement relative to the financial ratios in this financial test. The report must state the procedures performed and the findings, including whether or not there were discrepancies found in the comparison.
3. A copy of the CAFR or certification that the requirements of Government Accounting Standards Board Statement 18 have been met. (Web address in lieu of a hard copy is acceptable.)
4. A copy of approved closure, post-closure, and/or corrective action costs (typically contained in the approved closure and/or post-closure plan).
5. Evidence of the bond rating from Moody's or Standard & Poor's, if applicable.

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Probation MEETING DATE REQUESTED (Tentative): 05/14/2024
Request Presenter(s): Linda Brady Phone: 812-349-2645

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

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

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

Fund Name: County General - Probation

Transfer of Funds

Category

Fund Name:

Fund to Fund

Fund Name A:

Fund Name B:

Salary Ordinance Amendment Effective Date of Amendment:

De-Appropriation of Account Lines
Fund Name:

Other (Specify)

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

At the end of April 2024, the Deputy Chief Probation Officer resigned his full-time status with the department after more than 15 years in the position. The County Council gave permission to post the vacancy and an internal candidate was chosen for the position.

At this time, we are requesting that the County Council approve funds for a period of transitional training for the probation officer who was promoted into the Deputy Chief Probation Officer position. The former Deputy Chief has agreed to remain with the department part-time to aid in the transition of duties in order to allow the promoted officer time to gain knowledge, skills, and experience from the departing employee.

This will require an additional appropriation to pay former Deputy Chief Probation Officer an hourly wage at a 20+ year PO with Master's degree, \$44.59 per hour. The request is for up to 160 hours of training support and technical/programming assistance with the Department's case management system Quest from May 2024 through year-end 2024 as needed by the Probation Department.

The Probation Department has made every attempt to make internal transfers to cover this additional appropriation.

The employee replacing Troy Hatfield, Anthony Williams, is also a 20+ year probation officer, the same as Troy. There will be no savings replacing Troy with Anthony.

Troy also yesterday moved all available funds in the Probation County General budget lines. We have no more County General transfers that can be made. In fact, we are experiencing a shortage of funds to pay for our part-time hourly Probation Officer Assistants. This issue has been discussed with Presiding Judge Mary Ellen Diekhoff and it has been determined that this shortage is a matter that needs to be discussed this with our County Council liaisons.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

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

Cash Balance in Fund as of 04-18-2024: \$19,075,635.48

Acct	Obj	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpnd Balance	Unexpnd Pct	
☐ Fund : 1000										
☐ Loc : 0226										
10144	00000	0.00	55,128.00	0.00	(0.20)	55,127.80	14,842.10	40,285.70	73.08%	
10145	00000	0.00	49,941.00	0.00	(0.20)	49,940.80	13,445.60	36,495.20	73.08%	
10146	00000	0.00	77,278.00	0.00	(0.80)	77,277.20	20,805.40	56,471.80	73.08%	
10147	00000	0.00	77,278.00	0.00	(0.80)	77,277.20	20,805.40	56,471.80	73.08%	
10148	00000	0.00	77,278.00	0.00	(0.80)	77,277.20	20,805.40	56,471.80	73.08%	
12558	00000	0.00	58,058.00	0.00	0.00	58,058.00	15,631.00	42,427.00	73.08%	
12559	00000	0.00	70,252.00	0.00	0.00	70,252.00	18,914.00	51,338.00	73.08%	
14230	00000	0.00	105,456.00	0.00	0.00	105,456.00	28,392.00	77,064.00	73.08%	
14280	00000	0.00	68,495.00	0.00	(0.60)	68,494.40	18,440.80	50,053.60	73.08%	
14290	00000	0.00	82,283.00	0.00	(0.80)	82,282.20	22,152.90	60,129.30	73.08%	
14291	00000	0.00	82,283.00	0.00	0.00	82,283.00	22,152.90	60,130.10	73.08%	
14293	00000	0.00	77,278.00	0.00	(0.80)	77,277.20	20,805.40	56,471.80	73.08%	
14295	00000	0.00	43,935.00	0.00	(178.00)	43,757.00	11,650.80	32,106.20	73.37%	
14296	00000	0.00	50,323.00	0.00	(4,508.00)	45,815.00	12,176.50	33,638.50	73.42%	
14297	00000	0.00	58,058.00	0.00	0.00	58,058.00	15,631.00	42,427.00	73.08%	
14299	00000	0.00	45,227.00	0.00	(210.00)	45,017.00	11,966.50	33,050.50	73.42%	
14301	00000	0.00	81,154.00	0.00	(0.20)	81,153.80	21,849.10	59,304.70	73.08%	
14302	00000	0.00	77,278.00	0.00	(0.80)	77,277.20	20,805.40	56,471.80	73.08%	
14303	00000	0.00	77,278.00	0.00	(0.80)	77,277.20	20,805.40	56,471.80	73.08%	
14304	00000	0.00	58,058.00	0.00	0.00	58,058.00	15,631.00	42,427.00	73.08%	
14305	00000	0.00	77,278.00	0.00	(0.80)	77,277.20	20,805.40	56,471.80	73.08%	
14306	00000	0.00	77,278.00	0.00	(0.80)	77,277.20	20,805.40	56,471.80	73.08%	
14307	00000	0.00	77,278.00	0.00	(0.80)	77,277.20	20,805.40	56,471.80	73.08%	
14318	00000	0.00	104,749.00	0.00	4,733.60	109,482.60	28,201.60	81,281.00	74.24%	
14323	00000	0.00	58,058.00	0.00	0.00	58,058.00	15,631.00	42,427.00	73.08%	
14324	00000	0.00	60,970.00	0.00	(395.52)	60,574.48	7,512.38	53,062.10	87.60%	
14325	00000	0.00	77,278.00	0.00	(0.80)	77,277.20	20,805.40	56,471.80	73.08%	
14326	00000	0.00	67,067.00	0.00	0.00	67,067.00	18,056.50	49,010.50	73.08%	
14327	00000	0.00	58,058.00	0.00	(8,532.31)	49,525.69	16,615.19	32,910.50	66.45%	

Acct	Obj	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Unexpend Pct
17601	00000	0.00	32,800.00	0.00	(4,200.00)	28,600.00	9,600.00	19,000.00	66.43%
17801	00000	0.00	67,800.00	0.00	19,500.23	87,300.23	45,943.97	41,356.26	47.37%
18001	00000	0.00	357,164.00	0.00	0.00	357,164.00	178,582.00	178,582.00	50.00%
18101	00000	0.00	163,017.00	0.00	(4,500.00)	158,517.00	42,622.19	115,894.81	73.11%
18201	00000	0.00	288,308.00	0.00	(1,700.00)	286,608.00	76,064.60	210,543.40	73.46%
30041	00000	0.00	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00	100.00%
30800	00000	0.00	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00%
		0.00	2,943,422.00	0.00	0.00	2,943,422.00	889,759.63	2,053,662.37	69.77%
		0.00	2,943,422.00	0.00	0.00	2,943,422.00	889,759.63	2,053,662.37	69.77%
		0.00	2,943,422.00	0.00	0.00	2,943,422.00	889,759.63	2,053,662.37	69.77%



MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to:

COUNCILREQUESTS@CO.MONROE.IN.US

Department: Jail/Correctional Center Presenter: R Marte/ P Parker/ J Miller

REQUESTED Meeting Date: 5/14/2024

PURPOSE: (Mark all applicable boxes, then complete the corresponding request page.)

Creation of New Account Line(s) (pg. 2)

Additional Appropriation(s) (pg.2)

Category Transfer(s) (pg.3)

Fund to Fund Transfer (pg.4)

De-Appropriation of Account Line(s) (pg.5)

Salary Ordinance Amendment(s) (pg.6 and/or 7)

Other (Specify): Amend Salary Ordinance per the Fund approved by Council

Was the Council Liaison notified prior to submitting the agenda request? Yes

Per [Resolution 2024-14](#), do you approve the request being placed in the Consent Agenda Section? No

NARRATIVE: (Provide a detailed summary explanation for the request.)

On May 2nd the Council had an executive session to discuss security system needs. Based on information received during the session, the Department is requesting:

For May 14th Meeting = the creation of additional account lines in a budget determined by Council and to amend the salary ordinance according to that decision. In order to give the Council flexibility in how best to budget for these positions. A request is being made in each of the funding options:

- 1) General Fund-Jail, 1000-0380
- 2) Public Safety LIT-Jail, 1170-0380
- 3) Correctional LIT-Jail, 1233-0000

ADD: (Four) Corrections Officer JAIL-CO \$25.67 Hourly 41.25 Hours Non-Exempt

For the May 28th Meeting = a request for additional appropriations for the four added Corrections Officers. Council will need to determine which fund an additional appropriation request is being made for each fund in the amount. Using the pay period beginning 5/19/2024 the cost to add one Officer is \$46,088 which includes Salary, FICA, PERF, Insurance, and Uniform. The total fiscal impact for remainder of 2024 is \$184,352.

COMPLETE ALL CORRESPONDING REQUEST INFORMATION ON SUBSEQUENT PAGES.



MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to:

COUNCILREQUESTS@CO.MONROE.IN.US

Department: Jail/Correctional Center Presenter: R Marte/ P Parker/ J Miller

REQUESTED Meeting Date: 5/14/2024

PURPOSE: (Mark all applicable boxes, then complete the corresponding request page.)

- | | |
|--|--|
| <input type="checkbox"/> Creation of New Account Line(s) (pg. 2) | <input type="checkbox"/> Additional Appropriation(s) (pg.2) |
| <input type="checkbox"/> Category Transfer(s) (pg.3) | <input type="checkbox"/> Fund to Fund Transfer (pg.4) |
| <input type="checkbox"/> De-Appropriation of Account Line(s) (pg.5) | <input type="checkbox"/> Salary Ordinance Amendment(s) (pg.6 and/or 7) |
| <input checked="" type="checkbox"/> Other (Specify): <u>Amendment of the Corrections Officer Job Description</u> | |

Was the Council Liaison notified prior to submitting the agenda request? **Yes**

Per [Resolution 2024-14](#), do you approve the request being placed in the Consent Agenda Section? **No**

NARRATIVE: (Provide a detailed summary explanation for the request.)

On May 2nd the Council had an executive session to discuss security system needs. Based on information received during the session, the Department is requesting an amendment to the Corrections Officer job description. As this is the addition of a single duty, the department is not asking for a PAC/WIS review, but to update the description to incorporate the security system need.

The Department is also requesting to lower the age requirement of a Corrections Officer from 21 to 18. This will assist in creating a greater pool of applicants seeking a career in law enforcement.

COMPLETE ALL CORRESPONDING REQUEST INFORMATION ON SUBSEQUENT PAGES.

**POSITION DESCRIPTION
COUNTY OF MONROE, INDIANA**

POSITION: Corrections Officer
DEPARTMENT: Jail
WORK SCHEDULE: As Assigned
JOB CATEGORY: POLE B (*Protective Occupations, Law Enforcement*)

DATE WRITTEN: January 2007 **STATUS:** Full-time
DATE REVISED: February 2021, **May 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 Corrections Officer for the Monroe County Jail, responsible for maintaining security and order within the facility.

DUTIES:

Maintains interior and exterior security of Jail facility, including monitoring surveillance cameras, operating electronic and digital door controls, monitoring activities of detainees, and conducting patrols. Maintains accurate accounting of all detainees, including conducting periodic cell checks, roll calls, and head counts of detainees in assigned areas.

Reviews arrest sheet of individuals and determines authority to confine. Performs booking procedures of individuals being detained, including photographing, fingerprinting, entering required information on the computer, completing required forms and intake reports, receiving and receipting money and personal property, and searching detainees for weapons and contraband.

Supervises and directs activities of detainees, such as serving meals and doing laundry, including making work assignments and assuring proper completion of duties. Oversees detainees in allowable activities, such as telephone calls, commissary purchases, and family visitations.

Distributes daily meals and ensures all trays are removed from cellblocks. Ensures personal hygiene of detainees and cleanliness of cell areas, accounting for all cleaning supplies and equipment issued to detainees.

Provides detainees with daily meals. Follows department procedures to ensure detainees receive proper medical attention.

Ensures compliance with facility rules and regulations and records/reports inappropriate behavior to appropriate department personnel and takes appropriate action to correct any problems that arise.

Properly secures and/or physically restrains violent and uncontrollable detainees as situations demand.

Transports and/or escorts individuals detained by the County to appropriate courts, detention, or medical facilities.

As assigned by the Sheriff and/or their designee, patrols, and monitors activities at the location of the Monroe County Courthouse to ensure the premises is safe and secure. Greets staff and courthouse patrons in a courteous and attentive manner. Responds immediately to Courthouse department's requests for assistance.

Maintains and updates institution logs, incident reports, daily activity reports, and booking/releasing records.

Refers inmate grievances to Shift Commander.

Testifies in court as required.

Answers telephone and greets jail office visitors, determining nature of call, responding to inquiries regarding detainees, and/or routing caller to appropriate person or department.

Performs related duties as assigned.

I. JOB REQUIREMENTS AND DIFFICULTY OF WORK:

High school diploma or GED.

Possession of or ability to obtain certification from the Indiana Law Enforcement Academy as a Correctional Officer.

Must be at least **21 18** years of age.

Possession of or ability to obtain required certifications, including CPR, IDACS, NCIC, AED, and handgun/firearm certification. Ability to attend seminars and in-service training as required.

Ability to perform and execute assigned tasks of a special deputy when appointed as such by the Sheriff pursuant to IC 36-8-10-10.6.

Ability to meet all departmental hiring, promotion, and retention requirements, including passage of a drug test, **medical exam, and psychological exam.**

Working knowledge of universal health precautions and bloodborne pathogens control and ability to protect oneself against infection.

Working knowledge of standard English grammar, spelling, and punctuation and ability to complete all required reports within department deadlines.

Working knowledge of radio frequencies, codes, procedures, and limitations.

Knowledge of area law enforcement demands and the ability to quickly take authoritative action as situations require, and to effect forceful arrests.

Ability to use all assigned department equipment and weapons, including radio, fingerprint equipment, handgun, tether, shield, full restraints, personal breath test, security panels, handcuffs, video

monitoring/DVR, personal air packs, gas masks, restraint chair, automatic electronic defibrillator, specialized software, and fire suppression devices.

Ability to obtain and apply knowledge of applicable local, state, and federal laws, codes, ordinances, and accepted police practices.

Ability to operate standard office equipment such as computer, printer, calculator, camera, copier, fax machine, and typewriter.

Ability to appropriately receive, maintain, and account for detainee articles received.

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

Ability to 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 effectively communicate orally and in writing with co-workers, other County departments, government officials, law enforcement agencies, courts, health officials, detainees, and the public, including being sensitive to professional ethics, gender, cultural diversities, and disabilities.

Ability to deal swiftly, rationally, and decisively with potentially violent individuals in precarious situations, and take authoritative action applying appropriate discretion and common sense.

Ability to speak clearly and distinctly, hear and be heard and understood when communicating in person, by radio, or by telephone.

Ability to obey all written rules and oral orders and directives from department superiors.

Ability to perform essential functions of the position without posing a direct threat to the health and safety of self and other individuals in the workplace.

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, occasionally 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 testify in court/legal proceedings as required.

Ability to serve on 24-hour call on a rotation basis and respond to emergencies from an off-duty status.

Ability to work weekends and evenings and occasionally work extended or irregular hours and travel out of town for prisoner transports and training, sometimes overnight.

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

II. RESPONSIBILITY:

Incumbent performs a variety of recurring duties according to standardized departmental policies and procedures, selecting applicable methods to take authoritative action in response to situational demands. Incumbent receives indirect supervision and refers to supervisor for unusual matters.

Work is subject to frequent inspection, with errors primarily detected or prevented through procedural safeguards or supervisory review. Undetected errors may result in loss of time and inconvenience to the department, lawsuit, and/or endangerment to self/others.

III. PERSONAL WORK RELATIONSHIPS:

Incumbent maintains frequent contact with co-workers, other County departments, government officials, law enforcement agencies, courts, health officials, detainees, and the public for purposes of transporting detainees, testifying in court, exchanging information, and explaining policies and procedures.

Incumbent reports directly to Sergeant.

IV. PHYSICAL EFFORT AND WORK ENVIRONMENT:

Incumbent performs majority of duties in a jail facility, involving sitting and walking at will, standing/walking for long periods, walking up/down flights of stairs, lifting objects weighing more than 50 pounds, pushing/pulling/carrying objects, crouching/kneeling, bending at waist, reaching, driving, close/far vision, color/depth perception, hearing sounds and communication, and handling/grasping/fingering objects. Incumbent may periodically encounter resistance, subdue an attacking or armed individual, and be required to respond to situations involving potential physical harm to self and others. Incumbent may be exposed to toxic chemicals, fumes/odors, and bodily fluids and may be required to wear protective clothing or equipment, including air packs, gas masks, rubber gloves, goggles, and gloves.

Incumbent is required to serve on 24-hour call on a rotation basis and respond to emergencies from an off-duty status. Incumbent is required to work weekends and evenings and occasionally work extended hours or irregular hours. Incumbent occasionally travels out of town for prisoner transports and training, sometimes overnight.

APPLICANT/EMPLOYEE ACKNOWLEDGMENT

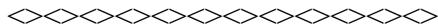
The job description for the position of Corrections Officer for the Monroe County Jail describes the duties and responsibilities for employment in this position. I acknowledge that I have received this job description, and understand that it is not a contract of employment. I am responsible for reading 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 Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Highway MEETING DATE REQUESTED (Tentative): 5/14/2024
Request Presenter(s): Lisa Ridge Phone: 812-349-2555

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

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

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

Fund Name: [Redacted]

Transfer of Funds

Category

Fund Name: [Redacted]

Fund to Fund

Fund Name A: Local Road and Street

Fund Name B: Sample Road, Phase I

Salary Ordinance Amendment Effective Date of Amendment: [Redacted]

De-Appropriation of Account Lines
Fund Name: [Redacted]

Other (Specify) [Redacted]

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

Sample Road, Phase I and II road reconstruction projects were completed in 2023. We are still working through the final change orders, construction quantities and utility delays before closing out the projects. However, we will be needing to bring our cash balances to zero before the projects close. I am leaving some negative balances in the cash grants until we see if any construction funds are reallocated back to Monroe County when INDOT finishes their calculations. This transfer is to start bringing these grant funds to zero.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

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

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Highway MEETING DATE REQUESTED (Tentative): 5/14/2024
Request Presenter(s): Lisa Ridge Phone: 812-349-2555

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

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

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

Fund Name: LARE Grant Fund

Transfer of Funds

Category

Fund Name:

Fund to Fund

Fund Name A: Stormwater

Fund Name B: Lake and River Enhancement Pro

Salary Ordinance Amendment Effective Date of Amendment:

De-Appropriation of Account Lines
Fund Name:

Other (Specify)

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

Our MS4 Coordinator submitted to DNR two projects for cleaning up log jams. The application was awarded \$25,000.00 towards the \$32,200.00 project costs, which is approximately 77% of the cost of the project. One of the projects is on private property and the MS4 Coordinator has been working with SWCD and the property owner for the funding of the remainder of the match. The stormwater division will be providing the local match for the project. The breakdown of the project is as follows:

Project Total Cost \$32,200.00

Funding sources for project completion

Property Owner \$4,550.00 (SWCD assistance is subject to SWCD Board approval)

1197 Stormwater fund \$2,650.00

Total \$32,200.00

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

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



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

The Stormwater Program applied for a LARE (Lake and River Enhancement Program) grant and was notified of the award. The grant funds will assist in the removal of two log jams on Brummetts Creek. The funds are 80% of the cost, not to exceed \$25,000.

DNR will send the final Grant Agreement directly to the Commissioners for signature.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Stormwater"/>	<input type="text" value="1197"/>	<input type="text" value="\$25,000"/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

GRANT AGREEMENT

Contract #000000000000000000081741

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

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of \$25,000.00 (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Exhibits A and B** of this Grant Agreement, which are incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 14-22-3.5 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

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

FUNDING SOURCE:

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

CFDA # _____

If State Funds: Program Title Lake and River Enhancement Program

2. Representations and Warranties of the Grantee.

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

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

3. Implementation of and Reporting on the Project.

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

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

4. **Term.** This Grant Agreement commences on March 24, 2024 and shall remain in effect through December 31, 2026. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

5. Grant Funding.

A. The State shall fund this Grant in the amount of \$25,000.00. The approved Project Budget is set forth as **Exhibit B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

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

6. Payment of Claims.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Compliance with Laws.

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

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

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

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

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

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

G. As required by IC § 5-22-3-7:

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

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

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

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

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

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

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

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

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

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

10. Debarment and Suspension.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Notices to the State shall be sent to:
LARE Program Supervisor
Lake & River Enhancement Program
402 W. Washington St.
Indianapolis, IN 46204
E-mail: LARE@dnr.IN.gov

B. Notices to the Grantee shall be sent to:
Kelsey Thetonia
Monroe County Highway Department
501 N Morton St. Suite 216
Bloomington, IN 47404
E-mail: kthetonia@co.monroe.in.us

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

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

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

21. Termination for Breach.

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

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

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

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

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

25. Provision Applicable to Grants with tax-funded State Educational Institutions:

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

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

Non-Collusion, Acceptance

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

Agreement to Use Electronic Signatures

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

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

MONROE COUNTY

Indiana Department of Natural Resources

By: 

By:

Title: Commissioner

Title:

Date: 4/22/2024

Date:

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

Exhibit A

Scope of work for the Grant:

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

- 1) 80% of the cost not to exceed a total of \$25,000.00 for the logjam removal project on Brummett's Creek.

The grantee shall:

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

Exhibit C

Annual Financial Report for Non-governmental Entities

Guidelines for filing the annual financial report:

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

NEW FUND

Location Report Not Available

Selected Items			
Fund	Description	Type	Status
9174	Lake and River Enhancement Pro	Calendar	Active

Error



Please correct the following:

No information was found that matched the specifications.

OK

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Highway MEETING DATE REQUESTED (Tentative): 5/14/2024
Request Presenter(s): Lisa Ridge Phone: 812-349-2555

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

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

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

Fund Name: Motor Vehicle Highway (MVH)

Transfer of Funds

Category

Fund Name:

Fund to Fund

Fund Name A:

Fund Name B:

Salary Ordinance Amendment Effective Date of Amendment:

De-Appropriation of Account Lines

Fund Name:

Other (Specify)

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

The department is requesting to add additional funds from the cash balance for the Bituminous account line for paving in 2024.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

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

Acct	Obj	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpnd Balance	Unexpnd Pct	
☐ Fund : 1176										
☐ Loc : 0000										
10067	00000	0.00	68,495.00	0.00	0.00	68,495.00	9,088.68	59,406.32	86.73%	
11002	00000	0.00	57,824.00	0.00	0.00	57,824.00	17,107.20	40,716.80	70.42%	
15803	00000	0.00	57,970.00	0.00	0.00	57,970.00	17,836.80	40,133.20	69.23%	
15804	00000	0.00	50,316.00	0.00	(50,316.00)	0.00	0.00	0.00	0.00%	
15805	00000	0.00	52,978.00	0.00	(50.94)	52,927.06	16,249.86	36,677.20	69.30%	
15806	00000	0.00	50,316.00	0.00	(46.86)	50,269.14	14,819.47	35,449.67	70.52%	
15809	00000	0.00	104,437.00	0.00	0.00	104,437.00	31,264.00	73,173.00	70.06%	
15810	00000	0.00	107,266.00	0.00	0.00	107,266.00	33,004.80	74,261.20	69.23%	
15811	00000	0.00	67,850.00	0.00	0.00	67,850.00	20,876.80	46,973.20	69.23%	
15812	00000	0.00	67,850.00	0.00	0.00	67,850.00	20,876.80	46,973.20	69.23%	
15813	00000	0.00	71,636.00	0.00	0.00	71,636.00	22,041.60	49,594.40	69.23%	
15814	00000	0.00	68,495.00	0.00	0.00	68,495.00	17,561.60	50,933.40	74.36%	
15815	00000	0.00	91,583.00	0.00	0.00	91,583.00	28,179.20	63,403.80	69.23%	
15830	00000	0.00	50,815.00	0.00	(8,110.76)	42,704.24	7,329.00	35,375.24	82.84%	
15831	00000	0.00	48,277.00	0.00	(8,216.34)	40,060.66	6,081.02	33,979.64	84.82%	
15832	00000	0.00	50,815.00	0.00	(4,495.12)	46,319.88	11,140.08	35,179.80	75.95%	
15833	00000	0.00	50,815.00	0.00	(3,527.92)	47,287.08	10,769.44	36,517.64	77.23%	
15835	00000	0.00	52,853.00	0.00	(5,234.46)	47,618.54	10,418.10	37,200.44	78.12%	
15836	00000	0.00	50,815.00	0.00	(6,809.40)	44,005.60	7,010.32	36,995.28	84.07%	
15837	00000	0.00	48,277.00	0.00	(7,055.84)	41,221.16	7,241.52	33,979.64	82.43%	
15838	00000	0.00	50,815.00	0.00	(3,224.76)	47,590.24	4,592.84	42,997.40	90.35%	
15839	00000	0.00	48,277.00	0.00	(6,811.44)	41,465.56	7,575.76	33,889.80	81.73%	
15840	00000	0.00	50,815.00	0.00	(5,384.72)	45,430.28	9,452.27	35,978.01	79.19%	
15841	00000	0.00	48,277.00	0.00	(5,988.18)	42,288.82	8,494.86	33,793.96	79.91%	
15842	00000	0.00	48,277.00	0.00	(6,968.80)	41,308.20	4,361.12	36,947.08	89.44%	
15844	00000	0.00	48,277.00	0.00	0.00	48,277.00	0.00	48,277.00	100.00%	
15845	00000	0.00	48,277.00	0.00	(7,148.64)	41,128.36	4,720.80	36,407.56	88.52%	
15846	00000	0.00	48,277.00	0.00	(48,277.00)	0.00	0.00	0.00	0.00%	
15847	00000	0.00	53,602.00	0.00	(3,659.34)	49,942.66	12,214.98	37,727.68	75.54%	

Acct	Obj	Carry Forward Approp	Original Approp	Addt'l Approp	Adj Approp	Total Approp	Expenditure	Unexpnd Balance	Unexpnd Pct
15848	00000	0.00	51,543.00	0.00	(8,127.84)	43,415.16	7,483.56	35,931.60	82.76%
15849	00000	0.00	55,079.00	0.00	(10,406.64)	44,672.36	5,905.04	38,767.32	86.78%
15850	00000	0.00	60,383.00	0.00	(10,915.28)	49,467.72	7,663.92	41,803.80	84.51%
15852	00000	0.00	52,978.00	0.00	(9,780.48)	43,197.52	5,909.04	37,288.48	86.32%
15853	00000	0.00	60,383.00	0.00	(9,536.36)	50,846.64	8,810.60	42,036.04	82.67%
15854	00000	0.00	52,978.00	0.00	(6,316.56)	46,661.44	9,984.24	36,677.20	78.60%
15855	00000	0.00	52,978.00	0.00	(8,456.04)	44,521.96	7,641.00	36,880.96	82.84%
15856	00000	0.00	52,978.00	0.00	(8,054.27)	44,923.73	7,388.93	37,534.80	83.55%
15857	00000	0.00	51,543.00	0.00	(5,910.03)	45,632.97	9,899.61	35,733.36	78.31%
15858	00000	0.00	51,543.00	0.00	(4,696.23)	46,846.77	10,275.21	36,571.56	78.07%
15859	00000	0.00	47,029.00	0.00	(365.16)	46,663.84	13,382.04	33,281.80	71.32%
15860	00000	0.00	55,079.00	0.00	0.00	55,079.00	16,947.20	38,131.80	69.23%
15861	00000	0.00	0.00	0.00	50,316.00	50,316.00	0.00	50,316.00	100.00%
15862	00000	0.00	0.00	0.00	48,277.00	48,277.00	0.00	48,277.00	100.00%
15867	00000	0.00	60,383.00	0.00	0.00	60,383.00	18,579.20	41,803.80	69.23%
17101	00000	0.00	185,000.00	0.00	(65.33)	184,934.67	59,213.00	125,721.67	67.98%
17201	00000	0.00	59,800.00	0.00	0.00	59,800.00	54,213.93	5,586.07	9.34%
17202	00000	0.00	4,000.00	0.00	0.00	4,000.00	1,500.00	2,500.00	62.50%
17209	00000	0.00	43,750.00	0.00	0.00	43,750.00	19,220.55	24,529.45	56.07%
17601	00000	0.00	12,700.00	0.00	0.00	12,700.00	3,000.00	9,700.00	76.38%
17801	00000	0.00	84,000.00	0.00	(75.20)	83,924.80	855.40	83,069.40	98.98%
18001	00000	0.00	517,272.00	0.00	0.00	517,272.00	258,636.00	258,636.00	50.00%
18101	00000	0.00	214,714.00	0.00	0.00	214,714.00	58,553.18	156,160.82	72.73%
18201	00000	0.00	370,061.00	0.00	0.00	370,061.00	100,622.91	269,438.09	72.81%
20001	00000	0.00	10,000.00	0.00	0.00	10,000.00	1,735.60	8,264.40	82.64%
20002	00000	0.00	4,000.00	0.00	0.00	4,000.00	1,690.00	2,310.00	57.75%
23400	00000	0.00	1,000,000.00	0.00	(118,141.14)	881,858.86	16,461.03	865,397.83	98.13%
23411	00000	0.00	260,000.00	17,424.25	0.00	277,424.25	120,990.52	156,433.73	56.39%
23412	00000	0.00	30,000.00	0.00	(92.15)	29,907.85	360.72	29,547.13	98.79%
23500	00000	0.00	150,000.00	0.00	(91,855.76)	58,144.24	640.67	57,503.57	98.90%
23800	00000	0.00	3,300.00	0.00	0.00	3,300.00	93.51	3,206.49	97.17%

Acct	Obj	Carry Forward Approp	Original Approp	Addt'l Approp	Adj Approp	Total Approp	Expenditure	Unexpnd Balance	Unexpnd Pct
23950	00000	0.00	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00%
23970	00000	0.00	80,000.00	0.00	(2,008.84)	77,991.16	10,278.23	67,712.93	86.82%
30004	00000	0.00	35,000.00	0.00	4,172.60	39,172.60	4,905.25	34,267.35	87.48%
30028	00000	0.00	9,000.00	0.00	0.00	9,000.00	2,382.90	6,617.10	73.52%
30041	00000	0.00	35,000.00	0.00	0.00	35,000.00	3,213.36	31,786.64	90.82%
30061	00000	0.00	42,000.00	0.00	0.00	42,000.00	3,867.00	38,133.00	90.79%
30129	00000	0.00	100,000.00	0.00	(43,403.75)	56,596.25	0.00	56,596.25	100.00%
30219	00000	0.00	25,000.00	0.00	0.00	25,000.00	727.70	24,272.30	97.09%
30500	00000	0.00	5,000.00	0.00	0.00	5,000.00	888.62	4,111.38	82.23%
30700	00000	0.00	430,000.00	76,512.00	(9,500.00)	497,012.00	175,602.59	321,409.41	64.67%
30801	00000	0.00	2,500.00	0.00	0.00	2,500.00	43.65	2,456.35	98.25%
31222	00000	0.00	5,000.00	0.00	0.00	5,000.00	3,424.00	1,576.00	31.52%
31223	00000	0.00	15,000.00	0.00	0.00	15,000.00	3,978.63	11,021.37	73.48%
31243	00000	0.00	10,000.00	0.00	(7,950.00)	2,050.00	0.00	2,050.00	100.00%
31244	00000	0.00	100,000.00	0.00	0.00	100,000.00	0.00	100,000.00	100.00%
31248	00000	0.00	60,000.00	0.00	0.00	60,000.00	0.00	60,000.00	100.00%
31585	00000	0.00	6,000.00	0.00	0.00	6,000.00	3,569.43	2,430.57	40.51%
32113	00000	0.00	5,000.00	0.00	0.00	5,000.00	1,202.00	3,798.00	75.96%
33008	00000	0.00	167,000.00	0.00	9,500.00	176,500.00	176,409.80	90.20	0.05%
35003	00000	0.00	1,000.00	0.00	0.00	1,000.00	501.62	498.38	49.84%
35350	00000	0.00	200,000.00	0.00	0.00	200,000.00	0.00	200,000.00	100.00%
36003	00000	0.00	45,000.00	0.00	0.00	45,000.00	15,060.61	29,939.39	66.53%
38000	00000	0.00	70,000.00	0.00	0.00	70,000.00	365.00	69,635.00	99.48%
38120	00000	0.00	1,200.00	0.00	0.00	1,200.00	0.00	1,200.00	100.00%
38210	00000	0.00	35,000.00	0.00	0.00	35,000.00	6,997.59	28,002.41	80.01%
38230	00000	0.00	13,000.00	0.00	0.00	13,000.00	0.00	13,000.00	100.00%
40001	00000	0.00	1.00	0.00	0.00	1.00	0.00	1.00	100.00%
40003	00000	0.00	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	100.00%
41104	00000	0.00	1.00	0.00	0.00	1.00	0.00	1.00	100.00%
44500	00000	0.00	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00%
45310	00000	0.00	1.00	0.00	0.00	1.00	0.00	1.00	100.00%

Acct	Obj	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Unexpend Pct
		0.00	6,877,754.00	93,936.25	(424,717.98)	6,546,972.27	1,601,383.51	4,945,588.76	75.54%
		0.00	6,877,754.00	93,936.25	(424,717.98)	6,546,972.27	1,601,383.51	4,945,588.76	75.54%
		0.00	6,877,754.00	93,936.25	(424,717.98)	6,546,972.27	1,601,383.51	4,945,588.76	75.54%

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Highway MEETING DATE REQUESTED (Tentative): 5/14/2024
Request Presenter(s): Lisa Ridge Phone: 812-349-2555

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

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

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

Fund Name: Local Road and Street

Transfer of Funds

Category

Fund Name:

Fund to Fund

Fund Name A:

Fund Name B:

Salary Ordinance Amendment Effective Date of Amendment:

De-Appropriation of Account Lines

Fund Name:

Other (Specify)

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

The department is requesting to add additional funds from the cash balance for the Bituminous account line for paving in 2024.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

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

Cash Balance as of 04-25-2024: \$2,247,558,87

Acct	Obj	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Unexpend Pct
☐ Fund : 1169									
☐ Loc : 0000									
23300	00000	0.00	320,000.00	0.00	0.00	320,000.00	176,454.64	143,545.36	44.86%
23400	00000	0.00	300,000.00	0.00	0.00	300,000.00	0.00	300,000.00	100.00%
23412	00000	0.00	0.00	300,000.00	0.00	300,000.00	10,441.85	289,558.15	96.52%
30310	00000	0.00	100,000.00	0.00	0.00	100,000.00	1,602.50	98,397.50	98.40%
31242	00000	0.00	100,000.00	0.00	0.00	100,000.00	11,000.01	88,999.99	89.00%
40001	00000	0.00	200,000.00	0.00	0.00	200,000.00	1,396.00	198,604.00	99.30%
		0.00	1,020,000.00	300,000.00	0.00	1,320,000.00	200,895.00	1,119,105.00	84.78%
		0.00	1,020,000.00	300,000.00	0.00	1,320,000.00	200,895.00	1,119,105.00	84.78%
		0.00	1,020,000.00	300,000.00	0.00	1,320,000.00	200,895.00	1,119,105.00	84.78%



MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to:

COUNCILREQUESTS@CO.MONROE.IN.US

Department: Highway Department Presenter: Bri Gregory/Kim Shell

REQUESTED Meeting Date: 5/14/2024

PURPOSE: (Mark all applicable boxes, then complete the corresponding request page.)

Creation of New Account Line(s) (pg. 2)

Additional Appropriation(s) (pg.2)

Category Transfer(s) (pg.3)

Fund to Fund Transfer (pg.4)

De-Appropriation of Account Line(s) (pg.5)

Salary Ordinance Amendment(s) (pg.6 and/or 7)

Other (Specify): _____

Was the Council Liaison notified prior to submitting the agenda request? **Yes**

Per [Resolution 2024-14](#), do you approve the request being placed in the Consent Agenda Section? **No**

NARRATIVE: (Provide a detailed summary explanation for the request.)

On April 26th the Long-Term Finance Committee received information from their Financial Solutions Group (FSG) representative regarding Monroe County's Sustainability/Revenue and Spending Plan. Based on the information received, it was advised that appropriations in Fund 1186, Rainy Day should be de-appropriated and moved to a different fund. Rainy Day should be set aside for emergency expenditure purposes. Currently, there is an appropriation of 1.5 million the Highway's Community Crossings Grant matching portion.

In order to give the Council flexibility in their decision, an additional appropriation of 1.5 million is being requested in the following Funds:

Fund 1169-0000, Local Road and Street
Fund 1000-0530, General Fund-Highway

To ensure the appropriation is earmarked for the grant's matching portion, a request for the creation of account line 23402, Bituminous CC Grant is being requested for the fund selected by the Council.

COMPLETE ALL CORRESPONDING REQUEST INFORMATION ON SUBSEQUENT PAGES.

Acct	Obj	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Unexpend Pct
☐ Fund : 1186									
☐ Loc : 0000									
23400	00000	0.00	0.00	1,500,000.00	0.00	1,500,000.00	0.00	1,500,000.00	100.00%
		0.00	0.00	1,500,000.00	0.00	1,500,000.00	0.00	1,500,000.00	100.00%
		0.00	0.00	1,500,000.00	0.00	1,500,000.00	0.00	1,500,000.00	100.00%
		0.00	0.00	1,500,000.00	0.00	1,500,000.00	0.00	1,500,000.00	100.00%

NEW FUND

Location Report Not Available

Selected Items		
Location	Description	Status
0530	Highway Administration	Active

Error



Please correct the following:
No information was found that matched the specifications.

OK

Acct	Obj	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpnd Balance	Unexpnd Pct
☐ Fund : 8950									
☐ Loc : 0000									
29001	00000	0.00	0.00	40,000.00	0.00	40,000.00	0.00	40,000.00	100.00%
36706	00000	0.00	0.00	1,773,076.00	0.00	1,773,076.00	0.00	1,773,076.00	100.00%
36707	00000	0.00	0.00	87,500.00	0.00	87,500.00	14,000.00	73,500.00	84.00%
36709	00000	0.00	0.00	400,000.00	0.00	400,000.00	47,616.66	352,383.34	88.10%
36710	00000	0.00	0.00	420,000.00	0.00	420,000.00	0.00	420,000.00	100.00%
36712	00000	0.00	0.00	1,200,000.00	0.00	1,200,000.00	1,200,000.00	0.00	0.00%
36713	00000	0.00	0.00	500,000.00	0.00	500,000.00	500,000.00	0.00	0.00%
36714	00000	0.00	0.00	74,204.97	0.00	74,204.97	5,367.50	68,837.47	92.77%
36715	00000	0.00	0.00	64,026.65	0.00	64,026.65	23,583.86	40,442.79	63.17%
36716	00000	0.00	0.00	75,000.00	0.00	75,000.00	0.00	75,000.00	100.00%
36719	00000	0.00	0.00	330,000.00	0.00	330,000.00	27,501.00	302,499.00	91.67%
36721	00000	0.00	0.00	88,000.00	0.00	88,000.00	20,794.01	67,205.99	76.37%
37418	00000	0.00	0.00	27,424.17	0.00	27,424.17	17,896.57	9,527.60	34.74%
37419	00000	0.00	0.00	162,254.04	0.00	162,254.04	12,921.96	149,332.08	92.04%
37488	00000	0.00	0.00	400,000.00	0.00	400,000.00	400,000.00	0.00	0.00%
37491	00000	0.00	0.00	200,000.00	0.00	200,000.00	200,000.00	0.00	0.00%
48003	00000	0.00	0.00	846,164.08	0.00	846,164.08	115,350.87	730,813.21	86.37%
48004	00000	0.00	0.00	1,059,000.00	0.00	1,059,000.00	51,448.25	1,007,551.75	95.14%
48005	00000	0.00	0.00	1,011,571.00	0.00	1,011,571.00	0.00	1,011,571.00	100.00%
48006	00000	0.00	0.00	493,073.79	0.00	493,073.79	1,391.96	491,681.83	99.72%
48007	00000	0.00	0.00	700,000.00	0.00	700,000.00	0.00	700,000.00	100.00%
48008	00000	0.00	0.00	135,000.00	0.00	135,000.00	0.00	135,000.00	100.00%
48009	00000	0.00	0.00	3,750,000.00	0.00	3,750,000.00	13,018.05	3,736,981.95	99.65%
48010	00000	0.00	0.00	720,000.00	0.00	720,000.00	150,000.00	570,000.00	79.17%
		0.00	0.00	14,556,294.70	0.00	14,556,294.70	2,800,890.69	11,755,404.01	80.76%
		0.00	0.00	14,556,294.70	0.00	14,556,294.70	2,800,890.69	11,755,404.01	80.76%
		0.00	0.00	14,556,294.70	0.00	14,556,294.70	2,800,890.69	11,755,404.01	80.76%

**FOOD & BEVERAGE TAX ADVISORY
COMMISSION**

ANNUAL REPORT

For

CALENDAR YEARS 2022-2023

Presented to the Monroe County Council
Bloomington, Indiana

May 14, 2024

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Members of the Advisory Commission

Gretchen Knapp	Mayor's Office Representative	2024-present
Cheryl Munson	Monroe County Council	2018-present
Julie Thomas	Monroe County Commissioners	2018-present
Andy Ruff	Bloomington City Council	2024-present
Lennie Busch	One World Enterprises	2018-present
Mark Bell	Trailhead Pizzeria	2023-present
Vacant	Community Representative	

Meeting Dates, Agendas and Minutes

Due to the length of the report, Agendas/Packets and Minutes are available at the link provided below:

<https://www.co.monroe.in.us/departments/board.php?structureid=156>

Meeting Dates:

March 28, 2024

April 26, 2024

Narrative Summary

This is the fourth report of the Monroe County Food and Beverage Tax Advisory Commission (FABTAC).

The Monroe County Food and Beverage Tax was established in 2009 (PL176-2009) by state legislation (IC 6-9-41) and emplaced on qualifying establishments by Resolution 2017-51 of the Monroe County Council on December 12, 2017, with a tax rate of 1.00% on qualifying purchases. The purpose of the tax is to construct, operate, or maintain a convention center, a conference center, or related tourism or economic development projects. County Council Resolution 2024-14 provides for the presentation of an annual report of the FABTAC to the Monroe County Council at their first meeting in May, which describes approvals of Food and Beverage tax revenue and expenditures by Monroe County and the City of Bloomington.

Unlike other food and beverage taxes in the state of Indiana, which are either for a city or a county and administered by the State Board of Accounts, Monroe County's tax is split between the City of Bloomington and Monroe County, depending on whether the establishment collecting the tax is located inside or outside city limits. According to statute, the distribution of collected funds to the City and the County is administered by the Monroe County Auditor.

Collection of the one-percent Food & Beverage Tax began on February 1, 2018, from the roughly 700 establishments in Monroe County that serve prepared food and drink. The monthly numbers in Figure 1 of this report demonstrate early challenges in initiating the tax. For example, receipts for February and March 2018 are reflected in March 2018 numbers. The Food and Beverage Tax Advisory Commission did not meet for the first time until July of that year. The ability to accurately split tax revenues between jurisdictions took until December for the Auditor's office to establish; before then, the county received a flat 10 percent of revenue. It took most of the year 2018 for the new tax to be properly implemented.

In 2018 the tax collected amounted to almost \$2.6 million, but no money was requested or expended.

In 2019 when all food and beverage establishments paid a full year of taxes, revenues amounted to more than \$3.4 million. The City administration and legislative body, which had expressed its intent to spend its portion of revenues on the project to expand the Convention Center, requested and received approval of more than \$4.5 million to that end, but expended less than \$300,000, mostly on architectural and financial counsel. The County Commissioners requested and received approval for \$60,000 in anticipation of funding land surveys for the Convention Center expansion project and \$500,000 to acquire property for an eventual limestone industry-related tourist attraction. Neither of those approved requests was appropriated or expended.

In 2020, total tax revenues decreased by more than 19 percent due to the COVID-19 pandemic, which forced many food and beverage establishments to limit the number of customers and to provide for social distancing and other protective measures. As a result, some establishments were not able to remain in business and others faced severe financial constraints on their ability to operate.

The County Commissioners requested and received a total of \$400,000 for a grant program to aide those businesses located in Monroe County and outside City limits. The County's appropriation balance held \$8,386 in unexpended funds at the close of 2020. The City Council implemented a similar program for lending no-interest loans to businesses within City limits. The City Council requested and received \$2,000,000 from their portion of the food and beverage funds. Year-end appropriations for the City held \$584,000 unexpended. Despite grant and loan funding, and decline in revenue, healthy FAB balances remained. Unexpended FAB tax revenue at the end of 2020 was about 62 percent of the total 2018-2020 revenue received by the County and about 78 percent by the City.

In 2021, the City and County opened with healthier than expected balances. A resolution requesting to use any and all of the County's portion of FAB tax funds to pay Convention Center debt service and management expenses was approved by the FABTAC on 01-21-2021 and adopted by the County Council on 03-09-2022. Innkeepers Tax revenues are ordinarily sufficient to cover these costs. However, travel industry restrictions due to COVID-19 had left this source insufficient to do so. The City received \$150,000 in loan repayments and disbursed \$122,500 in additional loans. Both City and County beginning and ending year-end balances include accrued December distributions that were received the following month.

In 2022, the City continued to receive loan repayments that were placed back into the Food and Beverage fund totaling \$684,343.60, and expended \$21,627.14 for a reimbursement and deposit corrections. The County did not disburse funds for additional grants or expenses.

In 2023, the City continued to receive loan repayments totaling \$945,401.90, and neither disbursed fund nor requested additional funds. Similarly, the County did not disburse funds for additional grants or expenses.

In 2024, with the appointment of the Capital Improvement Board (CIB), planning and expenditures for the City will be focused primarily on the Convention Center expansion project. Planning and expenditures for the County will be focused on tourism-related expenses.

Figure 1

Historical Summary of Revenue for Monroe County and City of Bloomington

Food and Beverage Tax Revenue, 2018-2023

FOOD AND BEVERAGE TAX YEAR TO YEAR COMPARISON												
	2018		2019		2020		2021		2022		2023	
	Number of PAYERS	TOTAL RECEIVED										
January			344	\$283,484	346	\$295,742	294	\$215,713	338	\$310,295	369	\$364,807
February	78	\$89,786	308	\$252,916	314	\$244,766	297	\$219,969	326	\$298,643	360	\$404,946
March			326	\$261,060	316	\$268,389	315	\$246,563	333	\$323,327	363	\$374,870
April	282	\$225,752	333	\$291,297	275	\$204,682	311	\$270,907	331	\$337,362	356	\$392,292
May	274	\$307,319	350	\$343,972	277	\$173,935	317	\$329,783	341	\$371,777	372	\$426,220
June	256	\$210,844	309	\$271,540	255	\$163,874	329	\$321,524	350	\$357,556	373	\$355,984
July	290	\$267,313	358	\$293,934	289	\$208,460	323	\$294,735	349	\$346,219	365	\$338,740
August	298	\$253,563	316	\$229,573	287	\$202,637	339	\$297,341	355	\$333,884	371	\$332,210
September	268	\$232,770	332	\$267,760	309	\$273,866	337	\$337,204	340	\$340,325	368	\$364,069
October	324	\$396,284	348	\$340,956	300	\$244,735	331	\$362,724	354	\$396,236	376	\$448,562
November	308	\$273,129	321	\$289,188	292	\$247,059	345	\$358,413	354	\$404,407	373	\$409,788
December	336	\$302,102	335	\$321,528	309	\$264,519	349	\$372,121	358	\$384,537	369	\$361,721
TOTALS		\$2,558,862		\$3,447,210		\$2,792,664		\$3,626,998		\$4,204,567		\$4,574,211

GRAND TOTAL: \$21,204,512.35

Figure 2
 County and City Food and Beverage Tax Revenue, 2018-2023

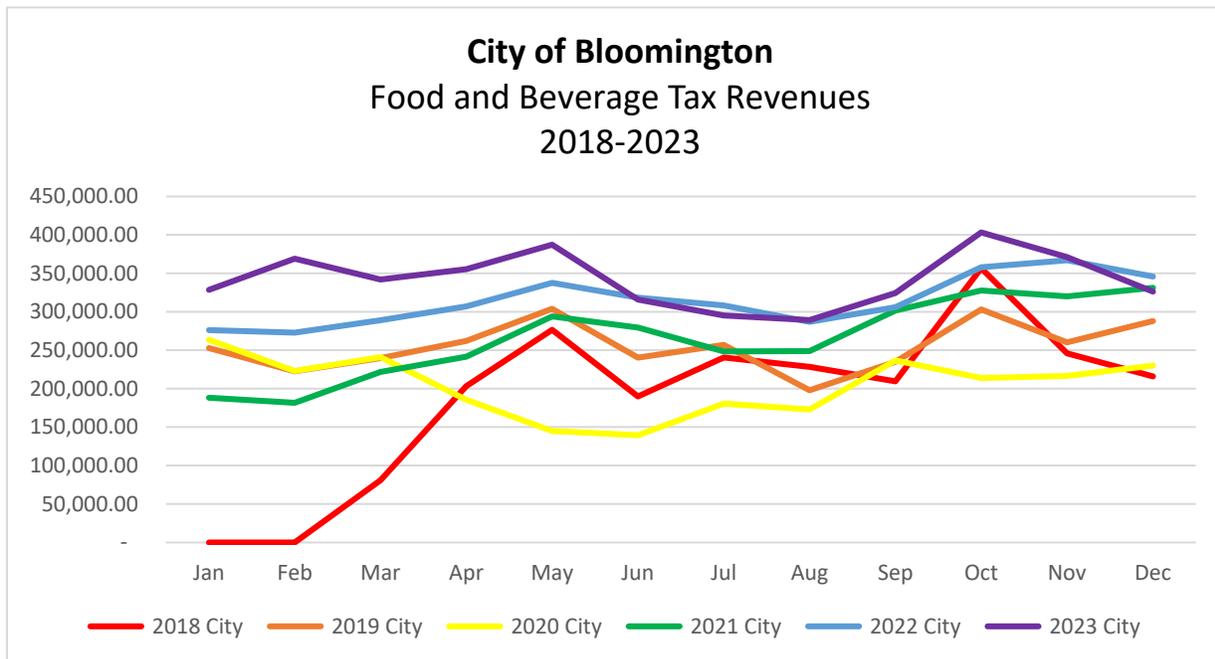
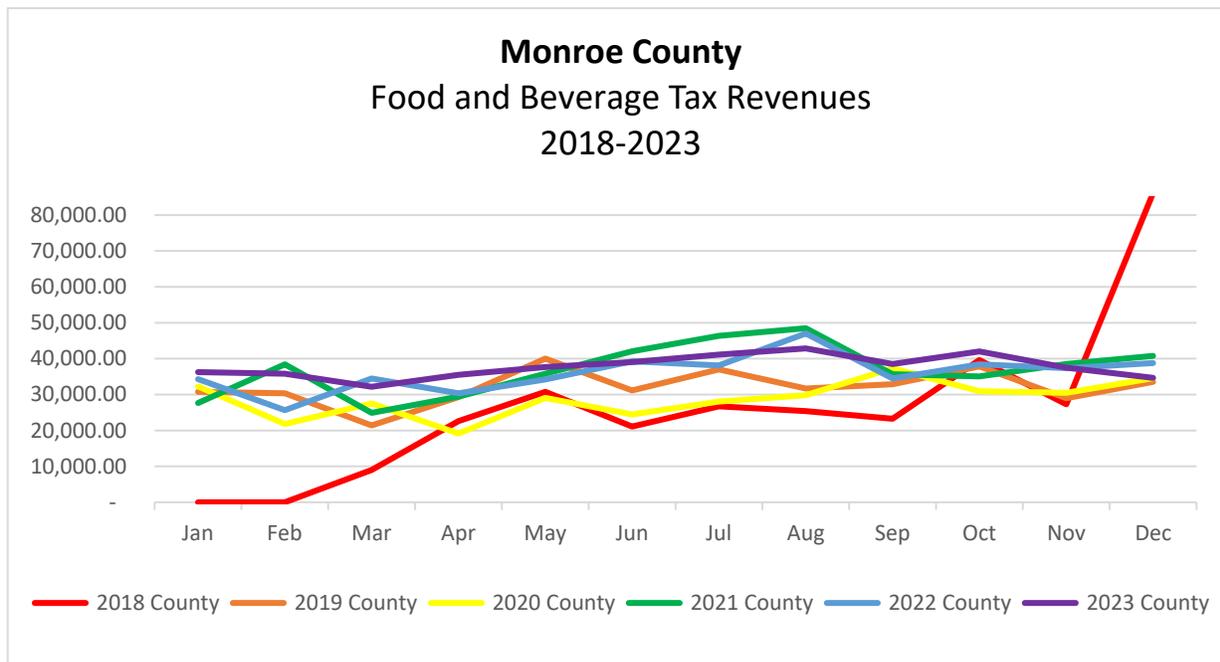


Figure 3
Comparison of Food and Beverage Tax Revenues 2018-2023

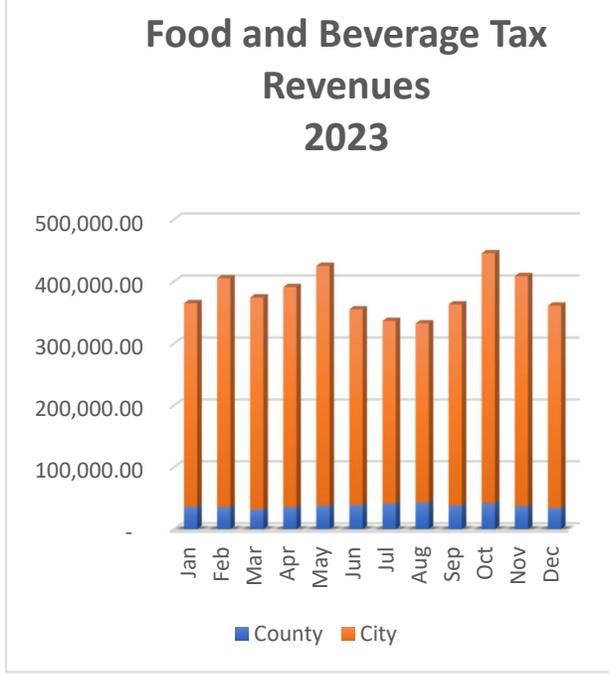
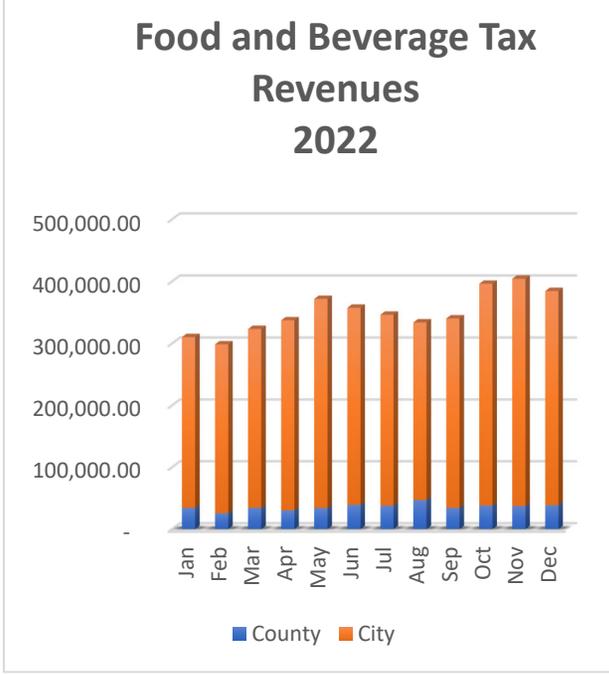
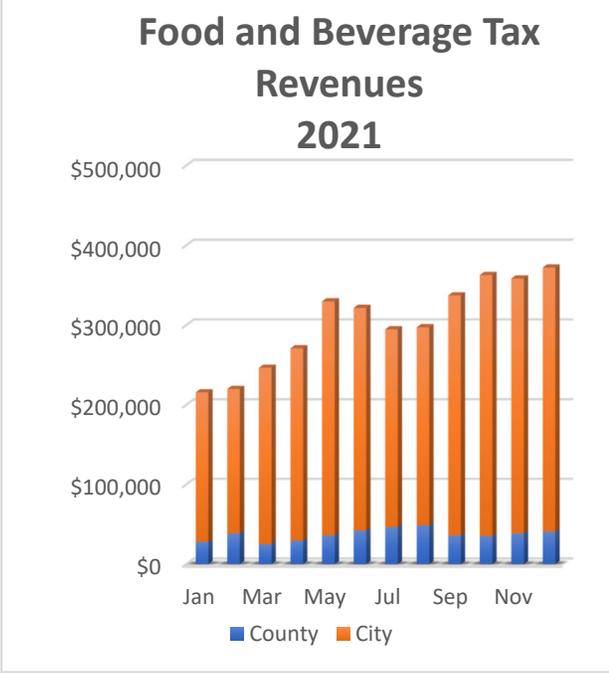
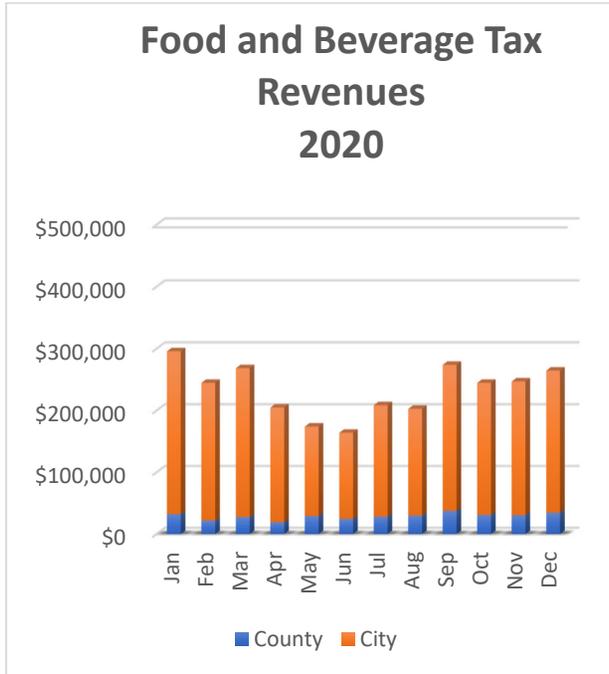
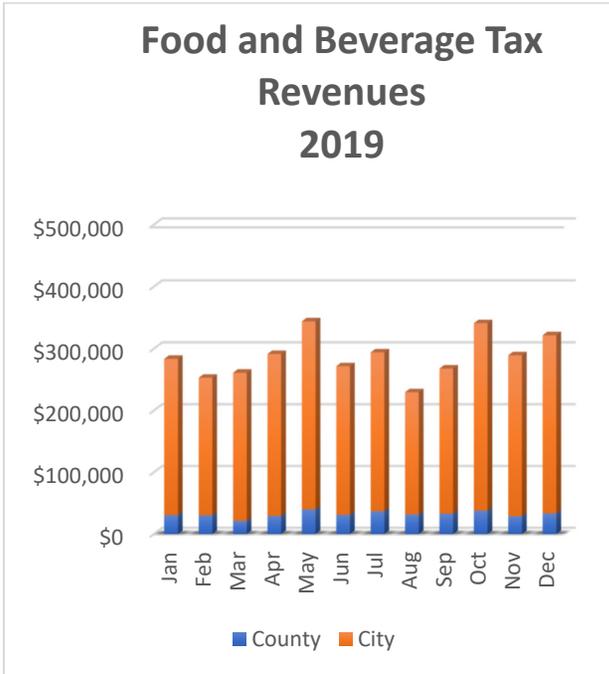
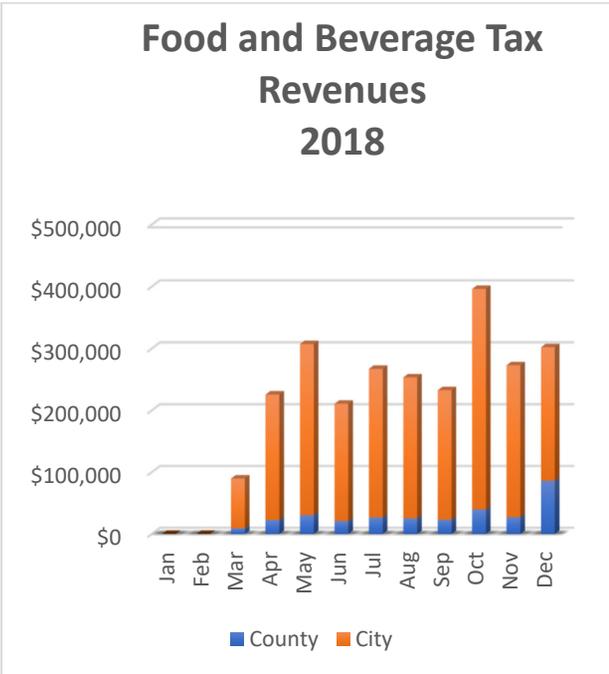


Figure 44
Revenue Detail

2022 Food and Beverage Revenue as Distributed

Food and Beverage Tax Distribution			
2022	Amount Received	City	County
January	\$310,294.58	\$276,019.29	\$34,297.51
February	\$298,642.90	\$272,962.50	\$25,680.41
March	\$323,327.41	\$288,874.83	\$34,452.58
April	\$337,361.78	\$307,008.65	\$30,353.13
May	\$371,776.97	\$337,562.64	\$34,214.33
June	\$357,556.21	\$318,300.38	\$39,255.83
July	\$346,218.88	\$308,133.13	\$38,085.75
August	\$333,884.01	\$286,828.85	\$47,055.16
September	\$340,324.78	\$305,831.15	\$34,493.63
October	\$396,236.39	\$357,837.47	\$38,398.92
November	\$404,406.76	\$367,053.79	\$37,352.97
December	\$384,536.73	\$345,767.50	\$38,769.23
2022 Total	\$4,204,567.40	\$3,772,180.18	\$432,409.45

2023 Food and Beverage Revenue as Distributed

Food and Beverage Tax Distribution			
2023	Amount Received	City	County
January	\$364,806.60	\$328,548.27	\$36,258.33
February	\$404,946.47	\$369,129.84	\$35,816.63
March	\$374,870.16	\$341,839.79	\$32,197.67
April	\$392,292.17	\$355,292.84	\$35,507.86
May	\$426,220.44	\$387,262.38	\$37,644.27
June	\$355,984.49	\$315,835.72	\$39,023.77
July	\$338,740.38	\$295,134.30	\$41,109.91
August	\$332,209.56	\$289,347.35	\$42,862.21
September	\$364,069.10	\$324,379.24	\$38,508.28
October	\$448,562.38	\$403,358.01	\$41,999.96
November	\$409,787.85	\$371,020.95	\$37,482.94
December	\$361,721.22	\$326,238.60	\$34,644.54
2023 Total	\$4,574,210.82	\$4,107,387.29	\$453,056.37

Summary of Cash Receipts and Expenditures

2022 COUNTY

Beginning Balance:

\$752,917.03

Revenue Received:

\$434,421.24

Expenditures:

\$0

Year-End Balance:

\$1,187,338.27

CITY

Beginning Balance:

\$9,022,600.77

Revenue Received:

\$4,095,665.81

Expenditures:

\$21,627.14

Year-End Balance:

\$13,096,639.44

City of Bloomington Expenditure Detail

June 8, 2022: \$20,000 *(Deposit correction for Bloomington Massage and Body Works)*

June 8, 2022: \$542.38 *(Deposit correction for PALS)*

August 5, 2022: \$1,084.76 *(Reimburse Bloomington Urban Enterprise Association for check erroneously deposited in City of Bloomington account)*

2023 COUNTY

Beginning Balance:

\$1,187,338.27

Revenue Received:

\$459,146.92

Expenditures:

\$0

Year-End Balance:

\$1,646,485.19

CITY

Beginning Balance:

\$13,096,639.44

Revenue Received:

\$4,360,721.92

Expenditures:

\$0

Year-End Balance:

17,457,361.36

Expenditure Requests and Commission Approvals 2022-2023

None.

Statement of the Commission's Approval

This annual report is hereby accepted and shall be presented to the Monroe County Council as required by Ordinance 2024-14. The signatures affixed hereto reflect unanimous approval of the Food and Beverage Tax Advisory Commission.

Aye Nay Abstain Not Present _____
Mark Bell, Member

Aye Nay Abstain Not Present _____
Lennie Busch, Member

Aye Nay Abstain Not Present _____
Gretchen Knapp, Member

Aye Nay Abstain Not Present _____
Cheryl Munson, Member

Aye Nay Abstain Not Present _____
Andy Ruff, Member

Aye Nay Abstain Not Present _____
Julie Thomas, Member

Aye Nay Abstain Not Present _____
VACANT

RESOLUTION 2024-20

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 no prior Monroe County Government work history and/or 2) current permanent part-time employees applying for a full-time employment vacancy;~~ and/or ~~3) 2) to allow~~ full-time Monroe County employees with an existing KSA Status ~~transferring to transfer the KSA~~ 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 ~~or the rehiring of~~

- 1) applicants with ~~applicable knowledge, skills and/or experience that make them highly qualified for the position for which they applied; and no 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 shall be made retroactive to September of 2023.~~ 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~~ any hiring, rehiring and/or transferring of employees between departments that occurred prior to the ~~retroactive~~ enactment date of this Resolution.

For purpose of this policy, it is important to note that there is a distinction between KSA Status ~~and an employee's current and/or prior years~~ of service which is determined from the employee's ~~current and/or prior~~ date of hire. Years of service are relevant for the determination of longevity as determined by the Personnel Policy ~~for employees that are still eligible to receive longevity as outlined in the Monroe County Salary Ordinance.~~ 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 ~~one (1)-~~ three (3) or eight (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 establishes the procedures for the hiring of an individual who does not possess any prior Monroe County Government work history. **Section 2** establishes the procedures for the rehiring of an individual who does possess prior Monroe County Government work history. **Section 3** establishes the procedures under which a KSA may transfer with the employee between Monroe County Government policies.

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 not 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.

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.
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 **must** 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) 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 redacted 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 **may not** 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 **not** 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~~ APPLICANTS WITH PRIOR MONROE COUNTY GOVERNMENT HISTORY

The below outlined procedure applies to an applicant, who **possesses prior work history with Monroe County Government and is now applying to return to work within Monroe County Government. This section would apply to individuals who were employed by the County and then had a break in employment with the County. This policy would not apply to active Monroe County employees who are wishing to transfer to another department at a higher compensation level. ~~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 with 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 at the **three (3) or eight (8) year ~~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 **or has been previously employed by Monroe County as permanent ~~part-time employee~~** and request a KSA Status for this applicant. **It should be noted that the applicant's prior employment history can either be as a full-time or a part-time employee, who consistently worked 20-hours or more in their part-time position.** If the applicant has current and/or prior Monroe County Government part-time employment history, the part-time history will not act as a hinderance as it pertains to a request for a three (3) or eight (8) year salary level as part of a full-time KSA request under this Section. The applicant's part-time prior years of service may be considered in complete years.
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.
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 **must** 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~~ at the three (3) or eight (8) 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. After a determination has been made by the Council Administrator and Personnel Administrator as to the level of applicable KSA, the Council Administrator and Personnel Administrator will independently confirm the number of prior years of service for the applicant based on the applicant's prior personnel records and/or PERF report. As outlined in the Monroe County Salary ordinance, only complete years of prior years of service will apply when calculating the rehire of an employee's Compensation step increase. Months of service, which are less than one (1) full year shall not be counted nor combined in order to achieve a complete year of service. The Council Administrator and Personnel Administrator will note the prior years of service on the request form. If necessary, the Council Administrator and the Personnel Administrator may confer about their independent evaluation of the number of prior years of service.

For an applicant applying for a vacant position who has both Monroe County Government history and/or prior years of service, the greater of the two (2) will be the determining factor for a KSA request. If the applicant's prior years of service is greater than the applicant's KSA level then the recommendation to the Council will be to deny the KSA and apply the prior years of service. If the applicant's KSA level is greater than the applicant's prior years of service then the recommendation to the Council will be to approve the KSA. An applicant's prior years of service and KSA cannot be combined to achieve a higher compensation level.

6. When the KSA evaluation and comparison to years of service is complete, the Council Administrator shall forward to the entire Council a copy of the executed KSA Request along with a redacted 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 **prior years of service will determine the applicant's compensation level or whether the applicant's KSA will determine the applicant's compensation level. If the KSA is the determining factor then the Council Administrator shall indicate if the Council Administrator and 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 three (3) or eight (8) years in the position.**

7. 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 **may not** proceed with hiring the applicant at a KSA Status until the review is complete.

8. 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.
9. 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.
10. 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.
11. An employee's approved KSA Status only adjusts the compensation base rate pay for that employee. An employee's approved KSA Status is **not** 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 (KSA) 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, order, guideline or mandated.

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.
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 **must** 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 redacted 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 **not** 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 **not** 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 **not** 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.

Resolution 2024-20 was presented and approved by the Monroe County Council on the 14th day of May 2024.

(Remainder of page intentionally left blank.)

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:

Brienne Gregory, Auditor
Monroe County, Indiana

Date

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: **Monroe County Legal** MEETING DATE REQUESTED (*Tentative*): **05.09.23**
Request Presenter(s): **Molly Turner-King** Phone: **812-349-2573**

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

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

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

Fund Name: **[Redacted]**

Transfer of Funds

Category

Fund Name: **[Redacted]**

Fund to Fund

Fund Name A: **[Redacted]**

Fund Name B: **[Redacted]**

Salary Ordinance Amendment *Effective Date of Amendment:* **[Redacted]**

De-Appropriation of Account Lines

Fund Name: **[Redacted]**

Other (Specify) **[Redacted]**

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

The approved collective bargaining agreement between Monroe County and the Monroe County Correctional Center employees provides that officers will receive supplemental pay for completing continual training requirements and/or serving as a hearing officer team member.

This request is to amend the 2024 salary ordinance to create the necessary training lines to effectuate payment of this supplementals. The amendments are as follows:

1000-0380 General Fund, 1170-0380 Public Safety LIT, and 1233-0000 Correctional LIT
17310 Continual Training Pay \$0.12 hourly-- included in hourly rate

Additionally, in the same three funds, an account line needs to be created.

10702 Hearing Officer Team member pay \$0.48 hourly-- included in hourly rate-- total 5 officers.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

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