



# MONROE COUNTY COMMISSIONERS

Penny Githens, President  
Julie Thomas, Vice President  
Lee Jones

Monroe County Courthouse, Room 323  
100 W Kirkwood Avenue  
Bloomington, Indiana 47404  
Office: 812-349-2550

## COMMISSIONERS' HYBRID MEETING AGENDA Wednesday, September 6, 2023, at 10:00 am Nat U. Hill Meeting Room – 3<sup>rd</sup> Floor, Courthouse and Zoom Connection

<https://monroecountyin.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUwV3RoeDFldG5GUT09>

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

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

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

### 1. CALL TO ORDER BY COMMISSIONER GITHENS

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### 2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER THOMAS

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### 3. DEPARTMENT UPDATES

Health – Lori Kelley

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

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### 5. APPROVAL OF MINUTES

August 30, 2023

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### 6. APPROVAL OF CLAIMS DOCKET

Accounts Payable – September 6, 2023

Payroll – September 8, 2023

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### 7. REPORTS

None

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**8. NEW BUSINESS**

**A. INTRODUCTION AND REVIEW OF ARPA SUB-RECIPIENT POLICY AND RESOLUTION 2023-26**

**16**

**Presenter:** Jeff Cockerill and Brianne Gregory

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

**B. INDIANA DEPARTMENT OF HEALTH DISEASE INTERVENTION SERVICES GRANT**

**64**

**Fund Name:** Disease Intervention-STD

**Fund Number:** 8180

**Grant Amount:** \$139,758

**Presenter:** Lori Kelley

The Health Department is requesting approval of a grant agreement that supports personnel to provide disease intervention services. Currently, 2 full-time Disease Intervention Specialists provide services to 12 counties including Bartholomew, Brown, Clay, Greene, Lawrence, Monroe, Owen, Parke, Putnam, Sullivan, Vermillion, and Vigo.

General services include STD/HIV testing and partner notification for those affected by HIV, syphilis, chlamydia, and gonorrhea. Overall, the program is focused the core components of surveillance, case detection, case follow-up, and education.

**C. INDIANA FAMILY HEALTH COUNCIL TITLE X AGREEMENT AND HIPPA ADDENDUM**

**88**

**Fund Name:** Futures Title X

**Fund Number:** 8126

**Grant Amount:** \$80,765

**Presenter:** Lori Kelley

The Monroe County Health Department is requesting approval of a contract agreement for Title X and a HIPAA funding to support Futures Family Planning Clinic. Futures Family Planning Clinic provides family planning services for adolescents and adults. Services including birth control counseling and supplies are available on a sliding fee and include birth control pills, shots, patch, diaphragm, vaginal ring, Nexplanon, and IUD. Other services include pap, breast, and pelvic exams, sexually transmitted disease testing and treatment, health education, emergency contraception (Plan B), and pregnancy testing and referral.

As a sub-recipient, Futures Family Planning Clinic must provide family planning services to a minimum of 720 unduplicated patients for the contract period. Other performance measures include: 40% of unduplicated patients will receive 1 HIV test, 80% of unduplicated females under age 25 will receive Chlamydia testing, 50% of individuals for a positive pregnancy test will be tested for syphilis, increase the number of adolescent visits by 3%, increase telehealth visits by 2%, and community outreach and education at least 2 times per quarter.

Other patient care requirements include obtaining a comprehensive patient history on all clients that includes allergies, immunizations, prescription or other drug use, tobacco use, recreational drugs and alcohol, hospitalizations, surgery and illness, family history, reproductive and sexual history, and offering

male clients requesting temporary contraception preventative services height, weight, blood pressure, and genital exam if indicated.

**D. ORDINANCE 2023-32; AMENDMENT TO MONROE COUNTY CODE CHAPTER 755; USE OF, AND WORK WITHIN, A COUNTY RIGHT-OF-WAY** **120**  
**Presenter:** Jeff Cockerill

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

**E. ORDINANCE 2023-29; LAKE LEMON MARINA REZONE** **169**  
**Presenter:** Drew Myers

The petition site is one parcel totaling 3.41 +/- acres located in Benton North Township at 9554 E Northshore DR. The petitioner is proposing to amend the Zoning Map from Limited Business (LB) to Limited Business (LB) with the intention to remove a prior condition of approval from Ordinance 2007-48. The petitioner's intention behind the rezone request is to remove the condition of approval related to requiring a shared driveway with the adjacent properties (see highlighted condition below requested to be removed). To remove a condition of approval for a prior rezone petition, a new rezone petition must be submitted, hence this petition request.

If the rezone request is approved by the County Commissioners, the condition of approval for a shared driveway will be removed from the properties originally involved in said rezone.

It is Staff's understanding that the shared driveway requirement is conditioned in both the rezone and subdivision final guiding documents. Therefore, both a rezone and a preliminary plat amendment are required to remove its effect on the properties involved.

If the rezone is denied, the petitioner may continue to operate the property as the Lake Lemon Marina under the Limited Business (LB) zone but must remove a driveway entrance and instead use a shared driveway design. The petitioner may still apply for the major subdivision preliminary plat amendment to remove the sidewalk requirement and subsequent process for a commercial site plan amendment.

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**9. APPOINTMENTS**

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**10. ANNOUNCEMENTS**

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**11. ADJOURNMENT**

The summary minutes of the August 30, 2023, Board of Commissioners' meeting were approved on September 6, 2023.

**MONROE COUNTY COMMISSIONERS**

***"Aye"***

***"Nay"***

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Penny Githens, President

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Penny Githens, President

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Julie Thomas, Vice President

\_\_\_\_\_  
Julie Thomas, Vice President

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Lee Jones, Member

\_\_\_\_\_  
Lee Jones, Member

**ATTEST:**

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

\_\_\_\_\_  
Date



# MONROE COUNTY COMMISSIONERS

Penny Githens, President  
Julie Thomas, Vice President  
Lee Jones

Monroe County Courthouse, Room 323  
100 W Kirkwood Avenue  
Bloomington, Indiana 47404  
Office: 812-349-2550

## COMMISSIONERS' HYBRID MEETING SUMMARY MINUTES Wednesday, August 30, 2023, at 10:00 am Nat U. Hill Meeting Room – 3<sup>rd</sup> Floor, Courthouse and Zoom Connection

<https://monroecountyin.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUUwV3RoeDFldG5GUT09>

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

### Members

Penny Githens, President, Present, In Person  
Julie Thomas, Vice President, Not Present  
Lee Jones, Present, In Person

### Staff

Angie Purdie, Commissioners' Administrator, Present, In Person  
Jeff Cockerill, Legal Counsel, Present, In Person

1. **CALL TO ORDER BY COMMISSIONER GITHENS** 10:04 am

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2. **COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER JONES** 10:04 am

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3. **DEPARTMENT UPDATES** 10:05 am  
Health – Lori Kelley  
Veteran Affairs – Angie Purdie  
Planning – Jackie Nester Jelen

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4. **PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker)** 10:10 am  
Jim Shelton, Monroe County resident, on behalf of Court Appointed Special Advocates (CASA).

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5. **PROCLAMATIONS** 10:13 am  
Recovery Month – September 2023  
Pantry 279 Day – September 1, 2023

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6. **APPROVAL OF MINUTES** 10:18 am  
August 23, 2023

Jones made a motion to approve. Githens seconded.  
Githens called for a voice vote.  
Motion carried 2-0.

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**7. APPROVAL OF CLAIMS DOCKET**  
Accounts Payable – August 30, 2023

10:18 am

Jones made a motion to approve. Githens seconded.  
No public comment.  
Githens called for a voice vote.  
Motion carried 2-0.

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**8. REPORTS**  
Weights and Measures – July 16 – August 15, 2023

10:19 am

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**9. NEW BUSINESS**

**A. WALMART COMMUNITY GRANT FOR BICYCLE SAFETY**

10:21 am

**Fund Name:** Walmart Grant  
**Fund Number:** 8939  
**Grant Amount:** \$1,000  
**Presenter:** Justin Baker

The Monroe County Emergency Management Agency recently applied for a grant with the Walmart Community Foundation to help the Monroe County Sheriff's Office purchase bicycle safety equipment for Monroe County youth. The purchased equipment will be provided to youth around the county to help them make safe decisions while riding a bike. An award of \$1,000.00 was received by the Bloomington Local Walmart to go towards this project. The Emergency Management Agency and Sheriff's Office are asking for approval to utilize these funds for this project to help keep Monroe County youth safe.

Jones made a motion to approve. Githens seconded.  
No public comment.  
Githens called for a voice vote.  
Motion carried 2-0.

**B. FLEMING INTERIOR GROUP FOR CLERK'S OFFICE**

10:21 am

**Fund Name:** 2020 GO Bond  
**Fund Number:** 4813  
**Amount:** \$4,037.70  
**Presenter:** Richard Crider

This request is to approve the proposal submitted by Fleming Interior Group in the amount of \$4,037.70 to purchase 10 office desk chairs for the Monroe County Clerk's Office. There's a 5-year warranty on the high-wear mechanical parts and a 3-year warranty on the seat and back covering. The chairs will be replacing older worn chairs currently in use inside the office.  
Jones made a motion to approve. Githens seconded.

No public comment.  
Githens called for a voice vote.  
Motion carried 2-0.

- C. INDIANA UNIVERSITY PROFESSIONAL SERVICES FOR WASTEWATER SURVEILLANCE** 10:22 am  
**Fund Name:** ARPA  
**Fund Number:** 8950  
**Amount:** \$91,000/2 year agreement  
**Presenter:** Lori Kelley and Dr. Justin Greaves

The Monroe County Health Department is requesting approval of a service agreement with Indiana University for wastewater surveillance. Wastewater surveillance is a tool to assist with tracking the spread of diseases in communities through the use of a multidisciplinary approach. By partnering with Indiana University and the City of Bloomington, the Monroe County Health Department will receive data that can be used to understand the prevalence of SARS-CoV-2, Mpox virus, pepper mild mottle virus, and influenza.

Health Departments using wastewater surveillance to detect infectious viruses need to consider certain issues to ensure they are collecting data useful for public health response such as ensuring wastewater is not pretreated prior to treatment plant arrival, understanding that over time wastewater testing can provide trend data that can be used with over surveillance data but that limitations exist with predicting the number of infected individuals in a community, and understand that data will not be collected from decentralized systems such as prisons and hospitals that treat their waste.

Wastewater surveillance is unique in that it does not depend on individuals seeking care when they are sick, it captures information by those with and without symptoms.

Jones made a motion to approve. Githens seconded.  
No public comment.  
Githens called for a voice vote.  
Motion carried 2-0.

- D. AMENDMENT TO MONROE COUNTY CODE CHAPTER 440-ANIMAL MANAGEMENT** 10:27 am  
**Presenter:** Lee Baker

The Animal Management Commission recommends that changes to Chapter 440-Animal Management be reviewed and approved by the Board of Commissioners. The recommended changes include revision to definition of "Dangerous Dog," removal of the definition of "Unprovoked" and addition of subsection (4) to Section 440-6(e) for "Vicious Dogs".

Jones made a motion to approve. Githens seconded.  
No public comment.  
Githens called for a voice vote.  
Motion carried 2-0.

- E. VET ENVIRONMENTAL ENGINEERING, LLC CONSULTING SERVICES** 10:31 am  
**Fund Name/Number:** TBD  
**Amount:** \$2,350  
**Presenter:** Jeff Cockerill

The County is working with the Indiana Recovery Alliance (IRA), both as a funder and a pass through entity for a State Grant, to improve SUD services in the Community. One component of this process is

for a property to support the programming. This agreement is to review IRA's selected site at 1710 W. 3<sup>rd</sup> St, Bloomington, Indiana for environmental purposes.

Jones made a motion to approve. Githens seconded.

No public comment.

Githens called for a voice vote.

Motion carried 2-0.

**F. AWARD PAVING PROJECTS TO E&B PAVING, LLC**

10:33 am

**Fund Name:** Motor Vehicle Highway

**Fund Number:** 1176

**Amount:** \$404,575

**Presenter:** Lisa Ridge

Sealed bids were opened on August 17, 2023 by Monroe County Highway Representatives. Two bids were received, E&B Paving and Milestone. The Department would like to award the projects, Mallory Rd, and Mt. Zion Rd, to E&B Paving, who was the lowest, most responsible bidder.

Jones made a motion to approve. Githens seconded.

No public comment.

Githens called for a voice vote.

Motion carried 2-0.

**G. BLEDSOE RIGGERT COOPER JAMES AGREEMENT AMENDMENT**

10:35 am

**Fund Name:** ARPA Drainage/Paving Projects

**Fund Number:** 8950

**Amount:** \$7,000

**Presenter:** Lisa Ridge

This amendment is for additional utility exploration and surveying for the Marlin Hills Drainage Infrastructure Improvement project, due to the utility conflicts with new proposed infrastructure.

Jones made a motion to approve. Githens seconded.

No public comment.

Githens called for a voice vote.

Motion carried 2-0.

**H. INDOT CHANGE ORDER #2 FOR SAMPLE ROAD, PH II**

10:36 am

**Fund Name:** Sample Road, PH II

**Fund Number:** 8162

**Amount:** \$194,548.39

**Presenter:** Lisa Ridge

This change order is to create a pay item for Rock Excavation that was encountered in the contract. The rock excavation had been included in PH I as a pay item and should have been included in PH II with the bid documents. The change order will be sent to request 80% reimbursement or \$155,638.71.

Jones made a motion to approve. Githens seconded.

No public comment.

Githens called for a voice vote.



Motion carried 2-0.

- I. INDOT CHANGE ORDER #2 FOR CURRY PIKE/WOODYARD RD/SMITH PIKE ROUNDABOUT** 10:38 am  
**Fund Name:** Curry Pike, Woodyard Rd, Smith Pike  
**Fund Number:** 8164  
**Amount:** \$13,867.10  
**Presenter:** Lisa Ridge

This change order is to pay for the Quality Adjustments for HMA. The change order is necessary after reviewing quantities estimated and actually used. This is the last item to close the project.

Jones made a motion to approve. Githens seconded.

No public comment.

Githens called for a voice vote.

Motion carried 2-0.

- J. ORDINANCE 2023-30; AMEND VARIOUS SPEED LIMIT ORDINANCES** 10:40 am  
**Presenter:** Lisa Ridge

Amend Ordinance 86-09 to **delete** the following 40 mph location: Old SR 37 North (Bethel Lane to Mel Currie Road)

Amend Ordinance 86-09 to **delete** the following 35 mph locations: Old SR 37 North (City Limits to Bethel Lane), Old SR 37 North (Mel Currie Road to 1500' north of Robinson Road)

Amend Ordinance 86-09 to **delete** the following 25 mph location: Evans Lane

Amend Ordinance 86-09 to **add** the following 35 mph location: Old SR 37 North (1500' north of Whisnand Road to 1500' north of Robinson Road)

Amend Ordinance 86-09 to **add** the following 30 mph location: Old SR 37 North (City Limits to 1500' north of Whisnand Road)

Amend Ordinance 86-09 to **add** the following 25 mph locations: Bryn Mawr Drive, Justin Court

Amend Ordinance 86-09 to **add** the following 20 mph location: Evans Road (Rockport Road to ECM)

Amend Ordinance 86-06 to **add** the following stop locations: Justin Court for Bryn Mawr Drive, Bryn Mawr Drive for Snoddy Road

Jones made a motion to approve. Githens seconded.

No public comment.

Githens called for a voice vote.

Motion carried 2-0.

- K. ORDINANCE 2023-29; LAKE LEMON MARINA REZONE** 10:42 am  
**Presenter:** Drew Myers

The petition site is one parcel totaling 3.41 +/- acres located in Benton North Township at 9554 E Northshore DR. The petitioner is proposing to amend the Zoning Map from Limited Business (LB) to

Limited Business (LB) with the intention to remove a prior condition of approval from Ordinance 2007-48. The petitioner’s intention behind the rezone request is to remove the condition of approval related to requiring a shared driveway with the adjacent properties (see highlighted condition below requested to be removed). To remove a condition of approval for a prior rezone petition, a new rezone petition must be submitted, hence this petition request.

If the rezone request is approved by the County Commissioners, the condition of approval for a shared driveway will be removed from the properties originally involved in said rezone.

It is Staff’s understanding that the shared driveway requirement is conditioned in both the rezone and subdivision final guiding documents. Therefore, both a rezone and a preliminary plat amendment are required to remove its effect on the properties involved.

If the rezone is denied, the petitioner may continue to operate the property as the Lake Lemon Marina under the Limited Business (LB) zone but must remove a driveway entrance and instead use a shared driveway design. The petitioner may still apply for the major subdivision preliminary plat amendment to remove the sidewalk requirement and subsequent process for a commercial site plan amendment.

Jones made a motion to approve. Githens seconded.

Public comment:

Stephen Werner Sr., petitioner

Stephen Werner Jr., Attorney

Githens called for comment in favor of petition.

Karen Hamer, neighbor of petition site

Githens called for comment in opposition of petition.

Githens made a motion to table item until Wednesday, September 6 meeting. Jones seconded.

Githens called for a voice vote to table.

Motion carried 2-0.

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## 10. APPOINTMENTS

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## 11. ANNOUNCEMENTS

Public is invited to the “Paint the Town Purple” in celebration of recovery month, Friday, September 8<sup>th</sup> from 5:30 pm to 7:30 pm on the Courthouse Lawn.

Free COVID-19 testing available at the Monroe County Health Department, 119 W. 7<sup>th</sup> Street as well as the Monroe County Public Health Clinic located at 333 E. Miller Drive.

Accepting applications for certain boards and commissions. Go to [www.co.monroe.in.us](http://www.co.monroe.in.us) for more information or to fill out application.

The Commissioners have virtual office hours via Zoom each month for anyone wanting to speak with a commissioner. Please go to the calendar at [www.co.monroe.in.us](http://www.co.monroe.in.us) for dates and times.

Monroe County Commissioners’ Blood Drive will be held at [Ivy Tech, Shreve Hall, 200 Daniels Way, Bloomington, IN](http://www.co.monroe.in.us) on the following dates:

**Thursday, September 7, 1pm – 6pm**

**Friday, September 8, 10am – 3pm**

**Wednesday, October 18, 10am- 3pm**

**Thursday, October 19, 1pm – 6pm**

Residents can sign up for the [Monroe County Alert Notification System](#) for all weather and health related emergencies and updates. To sign up visit [www.co.monroe.in.us](http://www.co.monroe.in.us) .

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

| TOWNSHIP TRUSTEE<br>*New Trustee | Phone        | email  |
|----------------------------------|--------------|--|
| Bean Blossom- Ronald Hutson      | 812.935.7174 | <a href="mailto:beanblossomtrustee19@gmail.com">beanblossomtrustee19@gmail.com</a> |
| Benton - Michelle Bright         | 812.339.6593 | <a href="mailto:michelleabright@gmail.com">michelleabright@gmail.com</a>           |
| Bloomington – *Efrat Rosser      | 812.336.4976 | <a href="mailto:bloomingtontownship@in.gov">bloomingtontownship@in.gov</a>         |
| Clear Creek - Thelma Jefferies   | 812.824.7225 | <a href="mailto:thelma@bluemarble.net">thelma@bluemarble.net</a>                   |
| Indian Creek - Chris Reynolds    | 812.824.4981 | <a href="mailto:indiancreektownship@gmail.com">indiancreektownship@gmail.com</a>   |
| Perry - Dan Combs                | 812.336.3713 | <a href="mailto:trustee@perrytownship.info">trustee@perrytownship.info</a>         |
| Polk –*Scott Smith               | 812.837.9446 | <a href="mailto:polktownshiptrustee@gmail.com">polktownshiptrustee@gmail.com</a>   |
| Richland - Marty Stephens        | 812.876.2509 | <a href="mailto:rttfrontdesk@bluemarble.net">rttfrontdesk@bluemarble.net</a>       |
| Salt Creek - *Joan Hall          | 812.837.9140 | <a href="mailto:jcareyhall@gmail.com">jcareyhall@gmail.com</a>                     |
| Van Buren - Rita Barrow          | 812.825.4490 | <a href="mailto:rbarrow@vanburentownship.org">rbarrow@vanburentownship.org</a>     |
| Washington – *Mary VanDeventer   | 812.325.1708 | <a href="mailto:mvandeventertrustee@gmail.com">mvandeventertrustee@gmail.com</a>   |

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**12. ADJOURNMENT**

11:50 am



## PROCLAMATION RECOVERY MONTH

**WHEREAS:** Recovery Month is a national observance held every September to inform Americans that evidence-based treatment and services can enable those with mental health and substance use disorders live healthy and rewarding lives. Now in its 34<sup>th</sup> year, Recovery Month celebrates the gains made by those living in recovery. It also honors the tireless work of recovery providers who work so hard to make a difference in their communities.

**WHEREAS:** Employment can play a key role in recovery and supported employment services offer new gateways to empowerment and recovery for people across the United States.

**WHEREAS:** Medication-assisted treatment (MAT) is effective and can be integrated into both treatment and support settings to help people in their recovery. MAT services can be integrated into clinical settings, the criminal justice system, recovery housing, and peer recovery support programs.

**WHEREAS:** Monroe County takes great pride in being a member of the STRIDE Coalition and providing the space for the STRIDE Center, an alternative to incarceration for those in crisis.

**WHEREAS:** Recovery Month celebrates the gains made by those in recovery, just as we celebrate improvements made by those who are managing other health conditions such as hypertension, diabetes, asthma, and heart disease.

**WHEREAS:** Recovery is different for each person: For some it is abstinence, for some it is harm reduction, for some it is counseling, and for others it is following a medical regimen.

**WHEREAS:** We seek to end the stigma attached to mental health challenges and substance use disorders, with the goal of making it easier for people to come forward when they are ready.

**WHEREAS:** We firmly believe that recovery is possible for everyone: every person, every family, and every community.

**NOW, THEREFORE:** We, the Monroe County Board of Commissioners proclaim September 2023 as

## RECOVERY MONTH IN MONROE COUNTY

*PROCLAIMED THIS THIRTIETH DAY OF AUGUST, TWO THOUSAND TWENTY-THREE.*

THE MONROE COUNTY BOARD OF COMMISSIONERS

PENNY GITHENS

JULIE L. THOMAS

LEE JONES



## **PROCLAMATION PANTRY 279 DAY**

**WHEREAS:** Pantry 279 was created by 10 Girl Scouts, ages 11 to 13, from Troop 69-279 in 2015.

**WHEREAS:** The original Girls Scouts have moved on. But the many volunteers and contributors, led by the tireless Cindy Chavez, have kept Pantry 279 going, benefitting thousands of area residents.

**WHEREAS:** In addition to providing food and personal supplies at the Pantry, deliveries are made to those without transportation and special efforts are made at Thanksgiving to ensure that recipients have traditional Thanksgiving food.

**WHEREAS:** When the COVID-19 pandemic struck, Cindy Chavez and many volunteers kept the Pantry open, offering food on a drive-through basis.

**WHEREAS:** Christmas is also celebrated by Pantry 279 through community elves who provide individualized gifts to children and teens.

**WHEREAS:** From November 2, 2015, when the Pantry first opened, until this month, Trinity Lutheran Church in Ellettsville served as the host.

**WHEREAS:** Given that Pantry 279 has outgrown the space offered at Trinity Lutheran, we are pleased to support the pantry's move to a new, bigger space, one that will once again allow people to select their own food and personal supplies according to their needs and preferences.

**NOW, THEREFORE:** We, the Monroe County Board of Commissioners proclaim September 1, 2023, as

## **PANTRY 279 DAY IN MONROE COUNTY**

***PROCLAIMED THIS THIRTIETH DAY OF AUGUST, TWO THOUSAND TWENTY-THREE.***

**THE MONROE COUNTY BOARD OF COMMISSIONERS**

**PENNY GITHENS**

**JULIE L. THOMAS**

**LEE JONES**



**MONROE COUNTY BOARD OF COMMISSIONERS'**  
**WORK SESSION SUMMARY**  
**August 30, 2023**  
**Nat U. Hill Meeting Room - 3<sup>rd</sup> Floor, Courthouse and Zoom Connection**

**Members**

Penny Githens, President, Present, In Person  
Julie Thomas, Vice President, Not Present  
Lee Jones, Present, In Person

**Staff**

Angie Purdie, Commissioners' Administrator, Present, In Person  
Jeff Cockerill, Legal Counsel, Present, In Person

**1. Resolution 2023-25; Surplus Property**

Richard Crider, Fleet and Facilities

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

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

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

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

Githens made a motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 2-0

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

14

Lee Baker, Legal

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

Commissioners requested this item be brought back to their September 6<sup>th</sup> meeting for approval.

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

63

Jeff Cockerill, Legal

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

Commissioners requested this item be brought back to their September 6<sup>th</sup> meeting for approval.

**4. Contracts for Further Exploration of the Thomson Site.**

Jeff Cockerill, Legal

This request is for Commissioner approval of three (3) different agreements:

1. **Vet Environmental** for a PH I Environmental Assessment and a Site Reconnaissance  
This agreement will explore both the parcel that would be acquired and the site currently owned. Not to exceed \$4,750
2. **Patriot Engineering** agreement for Geotechnical Engineering, Not to exceed \$11,850
3. **First Appraisal Group** for the appraisal of the acquired property (approximately 5 acres)  
A second appraisal would be required. Not to exceed \$2,500

All of these contract requests are contingent on approval with the property owner of the 5 acres. The purchase was discussed with their representative earlier this summer, and the owner was receptive, but confirmation and authorization to the property needs to occur.

Cockerill stated a motion to approve three (3) agreements. Githens "So Moved". Jones seconded.

No public comment

Githens called for a voice vote.

Motion carried 2-0.



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

**Executive Summary:**

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

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

Presenter:

**Speaker(s) for Zoom purposes:**

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

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

Attorney who reviewed:



## RESOLUTION 2023-26 - MONROE COUNTY ARPA SUBRECIPEINT PLAN

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**WHEREAS** 2 CFR 200.332 states that:

All pass-through entities must:

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

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

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

\_\_\_\_\_  
Penny Githens, President

\_\_\_\_\_  
Julie Thomas, Vice President

\_\_\_\_\_  
Lee Jones, Member

ATTEST: (Dated: \_\_\_\_\_)

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

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

## I. POLICY OVERVIEW

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

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

## II. DEFINITIONS

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

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

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

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

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

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

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

### III. SUBRECIPIENT CLASSIFICATION

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

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

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

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

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

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

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

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

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

## IV. ASSESSMENT OF RISK

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

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

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

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

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

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

## V. SUBRECIPIENT MONITORING

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

## VI. SUBRECIPIENT INTERVENTIONS

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

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

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

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

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

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

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

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

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

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

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

## VII. SUBAWARD AGREEMENT & EXECUTION

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

## APPENDIX 1: Subrecipient or Contractor Classification Checklist

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

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

**Name of Outside Entity:** \_\_\_\_\_

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

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

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

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

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

**FINAL DETERMINATION:**

- Subrecipient**
- Contractor**

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

*Explanation of Justification Determination:*

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name and Title:** \_\_\_\_\_

**APPENDIX 2: Subrecipient Risk Assessment**

**Subrecipient Information:**

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

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

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

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

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

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

Assessment Completed By: \_\_\_\_\_ Date of Assessment: \_\_\_\_\_

APPENDIX 3: Subrecipient Monitoring Form

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

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

STAFF INFORMATION

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

SUBRECIPIENT INFORMATION

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

GRANT REVIEW INFORMATION

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

TYPE OF MONITORING

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



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

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

### PRE-MEETING NOTES

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

- 1.
- 2.

### SUMMARY OF PROGRESS

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

### MONITORING OVERVIEW

#### PROGRAM IMPLEMENTATION

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

#### ACTIVITIES/PRODUCTS

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

CORRECTIVE ACTIONS FROM PRIOR REVIEWS

Indicate actions taken in response to prior review issues.

ASSESSMENT OF QUALITY OF IMPLEMENTATION

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

ISSUES/PROBLEMS

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

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

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

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

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

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

|  |
|--|
|  |
|--|

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

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

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

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

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

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

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

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

**RECOMMENDED CHANGES AND/OR NEW MONITORING INTERVENTIONS**

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

## APPENDIX 4: Subaward Agreement Template

American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recover Funds Subaward Agreement  
Between  
Monroe County Government  
and  
[NAME OF SUBRECIPIENT]

### Article I. Overview.

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

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

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

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

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

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

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

### Article II. Scope of Funded Activities.

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

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

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

### Article III. Compensation.

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



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

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

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

#### **Article IV. Financial Accountability and Grant Administration.**

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

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

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

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

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

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

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

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

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

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

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

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

#### **Article V. Compliance with Grant Agreement and Applicable Laws.**

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

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

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

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

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

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

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

The applicable UG provisions are as follows:

[Subpart A, Acronyms and Definitions](#)

[Subpart B, General provisions](#)

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

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

[Subpart E, Cost Principles](#)

[Subpart F, Audit Requirements](#)

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

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

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

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

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

**Section. 5.4. Procurement Requirements.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

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

The dangers of drug abuse in the workplace;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Article VI. Cooperation in Monitoring and Evaluation.**

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

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

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

The nature of the additional requirements;

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

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

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

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

**Section. 6.2. Subrecipient Responsibilities.**



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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Article VII. Default and Termination.**

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

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

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

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

#### **Article VIII. General Conditions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[EMAIL HERE]

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

[DRAFTER NOTE: INCLUDE SIGNATURE LINES AND ATTESTATIONS HERE]

**Exhibit A: Subaward Data**

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

**Exhibit B: Approved Activities**

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

**Exhibit C: Approved Budget**

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

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

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

### Exhibit D: Lobbying Certification

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

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

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

---

Signature of Subrecipient's Authorized Official

---

Name and Title of Subrecipient's Authorized Official

---

Date



## Exhibit E: Subaward Policy

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

## VIII. POLICY OVERVIEW

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

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

## IX. DEFINITIONS

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

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

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

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

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

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

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

## X. SUBRECIPIENT CLASSIFICATION

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

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

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

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

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

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

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

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

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

## XI. ASSESSMENT OF RISK

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

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

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

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

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

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

## XII. SUBRECIPIENT MONITORING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### XIII. SUBRECIPIENT INTERVENTIONS

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

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

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

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

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

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

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

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

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

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

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

#### **XIV. SUBAWARD AGREEMENT & EXECUTION**

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



# 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 Health Department is requesting approval of a grant agreement that supports personnel to provide disease intervention services. Currently, 2 full-time Disease Intervention Specialists provide services to 12 counties including Bartholomew, Brown, Clay, Greene, Lawrence, Monroe, Owen, Parke, Putnam, Sullivan, Vermillion, and Vigo.

General services include STD/HIV testing and partner notification for those affected by HIV, syphilis, chlamydia, and gonorrhea. Overall, the program is focused the core components of surveillance, case detection, case follow-up, and education.

| Fund Name(s):                       | Fund Number(s):                   | Amount(s)                                 |
|-------------------------------------|-----------------------------------|---|
| <input type="text" value="DISSTD"/> | <input type="text" value="8180"/> | <input type="text" value="\$139,758.00"/> |

Presenter:

### Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:



## Monroe County Board of Commissioners Agenda Request - Grant

### REQUIRED

Federal Agency

Federal Program

CFDA#

Federal Award Number and Year (or other ID)

Pass Through Entity:

Request completed by:

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

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

## GRANT AGREEMENT

**Contract #000000000000000000074867**

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

**1. Purpose of this Grant Agreement; Funding Source.** The purpose of this Grant Agreement is to enable the State to award a Grant of **\$139,758.00** (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **ATTACHMENTS A and B** of this Grant Agreement, which are incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 5-19-1-1 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

### FUNDING SOURCE:

If Federal Funds: Program Name per Catalog of Federal Domestic Assistance (CFDA):  
REBATES  
CFDA # 93.917  
If State Funds: Program Title: Not Applicable

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

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

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

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

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

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

**4. Term.** This Grant Agreement commences on **April 01, 2023** and shall remain in effect through **March 31, 2024**. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

**5. Grant Funding.**

A. The State shall fund this Grant in the amount of **\$139,758.00**. The approved Project Budget is set forth as **ATTACHMENT B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

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

**6. Payment of Claims.**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **9. Compliance with Laws.**

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

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

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

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

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

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

G. As required by IC § 5-22-3-7:

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

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

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

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

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

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

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

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

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

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

**10. Debarment and Suspension.**

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

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

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

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

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

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

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

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

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

or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

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

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

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

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

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

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

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

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

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

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

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

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

B. Notices to the Grantee shall be sent to:  
Monroe County Health Department  
Lori Kelley  
100 W Fifth Street Room 204  
Bloomington, IN 47404  
E-mail: [lkelly@co.monroe.in.us](mailto:lkelly@co.monroe.in.us)

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

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

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

**21. Termination for Breach.**

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

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

**22. Termination for Convenience.** Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will



not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

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

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

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

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**Non-Collusion, Acceptance**

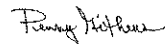
The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, 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/contractssearch/>

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

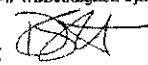
MONROE COUNTY HEALTH DEPARTMENT

By:   
265E7870496D402...

Title: Monroe County Commissioner

Date: 8/9/2023 | 09:58 PDT

INDIANA DEPARTMENT OF HEALTH

By:   
FD195E4E7AF9428...

Title: IDOH Chief of Staff

Date: 8/9/2023 | 19:58 EDT

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

## **Attachment A**

### **Disease Intervention Services- Partner Services**

**4/1/2023-3/31/2024**

1. The Grantee will collaborate with Indiana Department of Health to establish objectives and set goals that are in alignment with Sexually Transmitted Disease (STD) cooperative agreement objectives.
2. The Grantee will implement STD Disease Intervention Specialist (DIS) services and Partner Services (PS).
3. The Grantee will establish a plan on how the agency will implement Internet Partner Services in accordance with Centers for Disease Control (CDC) guidance as well as with program standards, policies, and procedures.
4. Only state authorized Disease Intervention Specialists are permitted by Indiana Code: 410 IAC 1-2.5-6 to investigate HIV and syphilis. The DIS must be approved by the STD program and trained by CDC to investigate cases of syphilis and Human Immunodeficiency Virus (HIV) and complete partner notifications. These are the only individuals who may have access to this information within the STD database. Requests of non-DIS persons must be sent to the STD program for approval prior to receiving access to the STD database.
5. When a staff DIS vacancy occurs, the agency will notify IDOH Prevention Director or designee within 72 hours. Vacancies are expected to be filled within 90 days. IDOH Prevention Director or designee should be notified if this expectation cannot be met. IDOH reserves the right to reallocate funding if a vacancy remains after the 90-day period. During the vacancy period the agency must have a plan in place to provide all services outlined in this agreement.
6. As a Grantee offering a full-time (5 day/week STD services) STD clinic the Grantee will restrict DIS clinic activity to interviewing clients infected with chlamydia, gonorrhea, HIV and syphilis only. The Grantee will interview 100% of all clinic clients diagnosed with HIV, syphilis, priority gonorrhea, and priority chlamydia in the timeframes set forth by the IDOH STD program.

7. Grantee agencies who operate clinical services in their STD District will be required to treat cases within two weeks of notification of the infection from the lab. If unable to treat cases within the specified time frame. The grantee must have documented actionable steps taken to contact the patient & partners every 48 business hours. Additionally, partners to syphilis must be treated within one week of notification of the exposure to the partner. Any person who has evidence of primary and secondary signs or symptoms of syphilis must be treated by the agency immediately after blood is drawn for syphilis testing and submitted to IDOH labs. Additionally, any person who is a contact to a confirmed or suspected infectious syphilis case within 90 days should receive prophylactic (presumptive) treatment for syphilis. Similarly, if a clinic performs Rapid Plasma Reagin (RPR) testing, a person with titer of 1:8 or greater in absence of syphilis history that would explain titer, should receive immediate treatment after blood draw.
  
8. The Grantee will interview 100% of all newly diagnosed HIV and early syphilis cases residing in their respective counties within their designated region of service. t 1). The Grantee will offer PS to 100% of all newly diagnosed HIV cases and early syphilis interviewed in the district. DIS will complete HIV testing on at least 100% of all early syphilis cases interviewed who do not have a previously documented HIV positive status within 30 days. The Grantee will offer syphilis testing to 100% of all newly diagnosed HIV cases interviewed. DIS will complete syphilis testing on at least 90% of all newly diagnosed HIV cases interviewed.
  
9. DIS will offer chlamydia interviews at their own discretion within their district. DIS shall offer PS to cases identified as LGV. DIS will offer PS to 100% of all chlamydia cases interviewed in their district. Anyone newly diagnosed with HIV and chlamydia will be interviewed for those infections and offer PS as needed. DIS will offer or confirm HIV testing on 100% of all chlamydia cases who do not have a previously documented HIV positive status within 30 days.
  
10. The DIS will successfully interview **24%** of all priority gonorrhea cases residing in their respective district as enhanced STD Surveillance Network (SSuN). DIS will interview any gonorrhea cases as assigned by the STD Prevention Program. The grantee will ensure 75% of the gonorrhea cases interviewed are considered priority gonorrhea cases. DIS will offer PS to 100% of all priority gonorrhea cases interviewed in the district. Priority gonorrhea cases include Men Who Have Sex With Men (MSM), clients under the age of 20, pregnant women, repeat cases (defined as 2 or more infections within 12 months) infections, co-

infection with HIV and/or syphilis. The Grantee will ensure 75% of the identified sex partners to gonorrhea are examined in 30 days. DIS will offer or confirm HIV testing on 100% of priority gonorrhea cases interviewed who do not have a previously documented HIV positive status within 30 days.

11. DIS will verify treatment status of 100% of syphilis cases within 2 weeks of receipt of report. DIS will also verify treatment for 75% of the gonorrhea cases and attempt to confirm treatment on any chlamydia case where treatment is not reported in their assigned district within 30 days of receipt of report.
12. DIS will enter all non-electronically reported cases diagnosed with chlamydia, gonorrhea, and syphilis within 3 business days of receipt of report.
13. DIS must work with providers, public health nurses, laboratories, clinics, emergency rooms, and other health care providers on proper reporting and ensuring adequate treatment as appropriate. Grantee/DIS must submit this information in the REDCap survey (Provider Reports).
14. DIS must perform field visits as a part of their investigations as directed by the STD Program. Field Investigations will account for roughly 25% of the DIS's workload. DIS must coordinate and conduct field visits on a weekly basis.
15. The Grantee will implement PS within 48 business hours upon receipt of notification of diagnosis for syphilis and HIV.
16. The Grantee will perform other duties for a person living with HIV assigned by the IDOH Division of HIV, STD, Viral Hepatitis, on a person living with HIV residing in their service district.
17. DIS funded under this agreement will upload all DIS follow-up forms to the Supplemental Tab of the STD database prior to submitting case for closure.
18. DIS funded under this contract will have 90% of locatable sex and needle sharing partners to HIV and syphilis examined within 30 days of assignment.
19. The Grantee will link (by actively helping index patients with newly diagnosed or newly reported HIV infection to access medical care either directly or by linking them to HIV care coordination) 100% of locatable

identified persons as infected with HIV to medical and care coordination services in their district.

20. The Grantee will document 100% of all cases interviewed in the STD database and the Indiana EvaluationWeb©, no later than 72 hours after the original interview.
21. The Grantee will collaborate with internal and external partners involved in all aspects of PS, including ensuring that PS throughout the prevention and care continuum are available for all persons infected with HIV.
22. The Grantee must notify the STD Program of 100% of all communicable disease reports received on women who are syphilis cases, of any stage. The Grantee must update the STD Program about stalled investigations that may occur while investigating a pregnant female with positive serology for syphilis within 24 hours. The DIS will attempt to identify recent pregnancy testing on all females with positive serology for syphilis and document this in the STD database.
23. The Grantee will respond to quality assurance reviews as indicated in the quality assurance report. DIS are required to be present for Quality Assurance Reviews when they are scheduled with the STD Prevention Program staff. If a DIS is not able to be present for the review, IDOH needs to be notified at a minimum of ten (10) business days in advance to reschedule the event, or as soon as possible if there is an emergency.
24. The Grantee agrees to maintain client records in a secure and confidential manner. Computer systems containing client information must be protected with multiple passwords. Office equipment that is used for storing confidential materials must be locked when not in use. Providers must adopt and adhere to written policies and procedures which specify that client information is considered confidential, privileged information. The provider must possess a written policy which limits access to client records to only designated clinic staff. Release of information to entities other than those noted herein must be preceded by the written consent of the client or legal representative.
25. The Grantee will have signed STD database user agreements and have them on file at the agency.
26. The Grantee agrees to submit all HIV materials (brochures, videos, promotional, etc.) used as educational materials to the HIV Program Review Panel for approval. The Grantee agrees to submit all STD

materials (brochures, videos, promotional, etc.) used as educational materials to the STD Program for approval.

27. The Grantee will have all DIS and other service staff **funded** under this contract satisfactorily complete the trainings required by the STD Program's DIS Training Coordinator. These trainings will occur at the beginning of employment funded under this contract and will then occur intermittently throughout the employee's time of service that is funded under this contract. When personnel changes occur within the funded entity, new personnel who do not have the appropriate training are required to obtain it through the DIS Training Coordinator.
  - a. Service staff who are required to complete trainings from the STD Prevention Program, through the DIS Training Coordinator:
    - i. Program Managers or Supervisors of DIS who are involved in reviewing or assisting in DIS casework, are assessing DIS data entry, or will be auditing DIS casework.
    - ii. Staff who will be conducting chlamydia or gonorrhea data entry management or case management, but not necessarily disease intervention tactics.
    - iii. Staff who will be participating in any Chlamydia/Gonorrhea Screening Program activities, including specimen handling and specimen data entry into LIMSNet.
    - iv. Staff who will be seeing or assisting patients suspected of having STD infection more than 40% of their working time.
28. The Grantee will have all other service staff **not funded**, but directly involved in STD activities that are funded by this contract, are subject to satisfactorily complete the trainings at the discretion of the Prevention Program Director and/or STD Operations Manager. The need for trainings will be specific to the position and its involvement in activities funded by the STD Prevention Program. These trainings will be delivered through the DIS Training Coordinator with the guidance of the Program Director or designee.
29. The Grantee will collaborate with the Prevention Program Director and/or Operations Manager as well as the DIS Training Coordinator to ensure all funded positions (and non-funded positions as directed by the Program Director) achieve satisfactory training within the time-period specified by the DIS Training Coordinator's specific plan for that position. This includes but is not limited to:
  - a. Alerting the DIS Training Coordinator of the need to extend or adjust a training plan within a reasonable timeframe
  - b. Review the training guides and materials provided by the DIS Training Coordinator
  - c. Participating in training of DIS or staff as instructed by the DIS Training Coordinator. Some actions involved in this would include:

- i. Receiving reports from the trainee about their progress
  - ii. Coaching, teaching, or advising the trainee on STD Program policies and procedures or required DIS skills
  - iii. Reviewing DIS data entry and case work for demonstration of understanding and correctness of work
  - iv. Providing observation or shadowing opportunities for the trainee
  - v. Observing the trainee conduct specific techniques or skills and provide feedback to the trainee about their performance
  - vi. Writing reports to the DIS Training Coordinator regarding the trainee's progress and technical assistance needs
  
30. The Grantee agrees if any funded positions fail to satisfactorily complete the required trainings (as deemed by the STD Program) after adequate intervention to enhance performance, the STD Prevention Program reserves the right to deny funding for that position as a temporary measure or to revoke the funding for the position entirely. If any nonfunded positions (who are directly involved in STD activities) fail to complete the trainings requested by the STD Director after adequate intervention, and it's determined by the STD Prevention Program that the trainings are a pre-requisite to the funded work the non-funded entity is participating in, the STD Prevention Program reserves the right to request that position not be involved in STD activities funded by the contract.
  - a. Adequate intervention to enhance performance may include but is not limited to:
    - i. Assigned training sessions or webinars from the DIS Training Coordinator.
    - ii. Testing knowledge through case scenarios or quizzes from the DIS Training Coordinator.
    - iii. Real-time coaching session with technical assistance from the DIS Training Coordinator, a seasoned peer, or a Supervisor.
    - iv. Work Improvement Plans (may also be called a Performance Improvement Plan) that are developed by the agency with the STD Program's assistance, if desired.
  
31. The Grantee will adhere to the training plan as determined by the DIS Training Coordinator and/or the STD Program Director/Operations Manager.
  - a. DIS are required to complete the self-study modules, attend knowledge check-ins with the Coordinator, complete assigned training activities, and go through final Authorization Training within 16 weeks of date of hire. Training schedules for DIS may be extended after discussion with the STD Prevention Program and



adequate intervention tactics. DIS are required to satisfactorily pass the knowledge check-ins to proceed with final authorization.

- i. DIS will be expected to take self-study modules from the National STD Curriculum, National HIV Curriculum, and Passport to Partner Services. DIS will take additional trainings from IN-Train, the Centers for Disease Control and Prevention, and harm reduction related trainings. The DIS is additionally required to be trained in specimen collection, which includes phlebotomy.
- ii. DIS will be required to be trained in HIV testing and counseling, either through the STD Program's HIV Skills Building for DIS or through the IDOH's HIV Prevention testing training.
- iii. DIS will be required to participate in shadowing experiences and then be observed completing their work during their training period.
- iv. DIS will be provided a training schedule from the DIS Training Coordinator that outlines the self-study curriculum and additional activities of DIS work.

This training plan will culminate in the final Authorization Training.

Authorization Training will either be given by the STD Prevention Program or a federally funded training center. Satisfactory completion of Authorization Training and approval from the STD Prevention Program permit a DIS to practice disease intervention and Partner Services in the State of Indiana.

- b. Funded positions who are not DIS may be required to go through trainings from the National STD Curriculum, National HIV Curriculum, Passport to Partner Services, IN-Train, the Centers for Disease Control and Prevention, and harm reduction related trainings. Funded positions who are not DIS do not require Authorization Training but may require approval for data entry work or basic case management.
- c. Non-funded positions who are directly involved in funded STD activities may be requested to go through trainings from the National STD Curriculum, National HIV Curriculum, Passport to Partner Services, IN-Train, the Centers for Disease Control and Prevention, and harm reduction related trainings. Non-funded positions do not require Authorization Training but may require approval for data entry work or basic case management.

32. The Grantee will offer expertise, consultation, PS, and case investigation to local health departments and other entities pursuing outbreaks of STDs, HIV, Hepatitis C, and other infectious diseases, as directed by the Division of HIV/STD/Viral Hepatitis. If directed, the Grantee will assist in

the response efforts and reimbursement will be arranged for these efforts.

33. The Grantee, if providing STD clinical and laboratory services, will comply with the CDC Program Operations Guidelines for STD Prevention, Health Insurance Portability and Accountability Act (HIPPA) regulations, and current CDC STD treatment guidelines.
34. The Grantee will attend all scheduled calls and meetings.
35. The IDOH Chlamydia trachomatis/Gonorrhea (CT/GC) Screening Program allots testing materials and medications that should be used for at risk and un/underinsured clients outlined in the IDOH CT/GC Screening Program requirements. The Grantee will not deny STD services to those clients who are eligible but cannot pay local administrative fees.
36. DIS will submit 100% of all confirmed syphilis and HIV cases for IDOH STD Prevention Specialist review within 2 business days of completing the original interview with the client prior to closure in the STD database to ensure quality and compliance with CDC's recommendations.
37. The Grantee will ensure all syphilis cases are reviewed monthly, at a minimum, for quality assurance purposes by an area manager or trained program staff. The IDOH STD Prevention Program will train any local staff to review these cases if requested.
38. The Grantee will submit a monthly STD invoice and supporting documentation.

**ATTACHMENT B**

**Disease Intervention/Partner Services**

|              |                  |
|--------------|------------------|
| Personnel    | \$110,000        |
| Fringe       | \$29,758         |
| Supplies     | \$               |
| Travel       | \$               |
| Consultant   | \$               |
| Contractual  | \$               |
| Equipment    | \$               |
| Other        | \$               |
|              | Subtotal         |
|              | \$139,758        |
| <b>TOTAL</b> | <b>\$139,758</b> |

### **Attachment C: Federal Funding**

Federal Agency: Department of Health and Human Services  
CFDA Number: 93.917  
Award Number: X07 HA00033-13-00  
Award Name: Ryan White Part B Rebates

#### **1) Incorporation**

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

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

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

#### **2) Anti-kickback Statute**

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

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

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

#### **4) Accessibility of Services**

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

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

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

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

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

#### **6) Registration Requirements**

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

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

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

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

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

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

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

#### **9) Equipment and Products**

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

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

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

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

**11) Federal Lobbying Requirements**

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

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

## ATTACHMENT D

### Annual Financial Report for Non-governmental Entities

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

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



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

### Executive Summary:

The Monroe County Health Department is requesting approval of a contract agreement for Title X and a HIPAA funding to support Futures Family Planning Clinic. Futures Family Planning Clinic provides family planning services for adolescents and adults. Services including birth control counseling and supplies are available on a sliding fee and include birth control pills, shots, patch, diaphragm, vaginal ring, Nexplanon, and IUD. Other services include pap, breast, and pelvic exams, sexually transmitted disease testing and treatment, health education, emergency contraception (Plan B), and pregnancy testing and referral.

As a sub-recipient, Futures Family Planning Clinic must provide family planning services to a minimum of 720 unduplicated patients for the contract period. Other performance measures include: 40% of unduplicated patients will receive 1 HIV test, 80% of unduplicated females under age 25 will receive Chlamydia testing, 50% of individuals for a positive pregnancy test will be tested for syphilis, increase the number of adolescent visits by 3%, increase telehealth visits by 2%, and community outreach and education at least 2 times per quarter.

Other patient care requirements include obtaining a comprehensive patient history on all clients that includes allergies, immunizations, prescription or other drug use, tobacco use, recreational drugs and alcohol, hospitalizations, surgery and illness, family history, reproductive and sexual history, and offering male clients requesting temporary contraception preventative services height, weight, blood pressure, and genital exam if indicated.

| Fund Name(s):                                | Fund Number(s):                   | Amount(s)                                |
|--|-----------------------------------|--|
| <input type="text" value="Futures Title X"/> | <input type="text" value="8126"/> | <input type="text" value="\$80,765.00"/> |

Presenter:

### Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:



## Monroe County Board of Commissioners Agenda Request - Grant

### REQUIRED

|                              |                                       |  |           |
|------------------------------|---------------------------------------|--|-----------|
| <b>Federal Agency</b>        | United States Department of Health an | <b>Federal Program</b>                             | Title X   |
| <b>CFDA#</b>                 | 93.217                                | <b>Federal Award Number and Year (or other ID)</b> | 2023-2024 |
| <b>Pass Through Entity:</b>  | Indiana Family Health Council, INC    |  |           |
| <b>Request completed by:</b> | Lori Kelley                           |  |           |

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

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

## **AGREEMENT FOR SERVICES**

This Agreement for Services is entered into by **Indiana Family Health Council, Inc.**, 2960 N. Meridian St., Suite 230, Indianapolis, IN 46208 (hereinafter “**I.F.H.C.**”) and **Monroe County Health Department**, 119 W. 7<sup>th</sup> Street, Bloomington, IN 47404 (hereinafter “**Sub-Recipient**”) in recognition of their mutual desire to provide quality family planning services in the State of Indiana.

### **RECITALS**

**I.F.H.C.** manages a program entitled “Family Planning Services Program” (hereinafter “the Program”) under a Grant from the United States Department of Health and Human Services (hereinafter “D.H.H.S. Grant”) pursuant to Title X, Section 1001 of the Public Health Service Act, 42 U.S.C. §300, et. seq. (Federal CFDA Number 93.217), as amended from time to time (hereinafter “the Act”). **Sub-Recipient** desires to participate in the Program by conducting a Family Planning Service Project (hereinafter the “Project”), as authorized by the Act, upon the terms and subject to the conditions of this Agreement for Services (hereinafter “Agreement”). In accepting this funding, the **Sub-Recipient** stipulates any activities thereunder are subject to all provisions of 42 CFR Part 59 Subpart A currently in effect or implemented during the period of this Agreement.

### **AGREEMENT**

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

**I.**

**Term**

The Term of this Agreement shall be from **April 1, 2023 to March 31, 2024**, unless terminated as hereafter provided.

**II.**

**Description and Scope of Services**

**To Be Provided By Sub-Recipient**

2.1 **Sub-Recipient** must provide family planning services to a minimum of 720 unduplicated patients based on the contract period. In the event that the minimum number of unduplicated patients is achieved prior to the end of the Agreement year, **Sub-Recipient** must continue providing Title X services through the end of the Term in order for expenditures against the Title X program to be allowable.

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

- (a) 40% of unduplicated patients will receive a minimum of one (1) HIV test,
- (b) 80% of unduplicated females ages under the age of 25 will be tested for Chlamydia,
- (c) 50% of individuals with a positive pregnancy test will be tested for syphilis,
- (d) increase the number of adolescents seen by 3%.
- (e) increase the number of telehealth visits by 2%.
- (f) provide outreach and education opportunities in the community, including open house opportunities, a minimum of two times each quarter.
- (d) **Sub-Recipient** shall have the Client Visit Record (CVR) entered into the **I.F.H.C.** centralized data system no later than fifteen (15) days after the end of the month.
- (e) **Sub-Recipient** shall demonstrate cost-effectiveness by maintaining an average cost of \$268 based on **I.F.H.C.** contracted funding amount per unduplicated client during the period covered by this Agreement.

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

- (a) **Sub-Recipient**'s development and management of the Project will conform with all applicable federal, state, and local laws, rules and regulations, as and if amended (hereinafter "Applicable Law"), including without limitation all regulations promulgated and/or amended by D.H.H.S. under the Act (hereafter "D.H.H.S. Regulations") and be enrolled as a Medicaid provider.
- (b) **Sub-Recipient** shall ensure all Project staff shall receive the required and necessary Title X training, including the updated Title X Orientation when released, and provide evidence of completed training upon request, including but not limited to human trafficking, child abuse reporting laws; and resisting coercion.

|  | <b>Clinical Staff</b> | <b>Non-Clinical Staff</b> |
|--|-----------------------|---------------------------|
| Title X Orientation – At Hire                                      | Yes                   | Yes                       |
| Introduction to Family Planning – At Hire                          | Yes                   | No                        |
| Title X Clinical Training– At Hire                                 | Yes                   | No                        |
| Title X Financial Orientation                                      | No                    | Yes                       |
| Mandatory Reporting – At Hire and Annually                         | Yes                   | Yes                       |
| Family involvement and sexual coercion (for adolescents) – At Hire | Yes                   | Yes                       |
| Human Trafficking – At Hire and Annually                           | Yes                   | Yes                       |
| Cultural Competency – At Hire an Annually                          | Yes                   | Yes                       |
| Pregnancy Options Counseling and Education – At Hire               | Yes                   | No                        |
| HIPAA and client confidentiality –At Hire                          | Yes                   | Yes                       |
| Non-Discrimination – At Hire                                       | Yes                   | Yes                       |
| Emergency and disaster response and staffs' roles – Annually       | Yes                   | Yes                       |
| IFHC HIV Training—At Hire  | Yes                   | No                        |
| 340B University  | Yes                   | Yes                       |
| Trauma-Informed Care—At Hire and Annually                          | Yes                   | Yes                       |
| Equity and inclusion training—At Hire and Annually                 | Yes                   | Yes                       |

- (c) **Sub-Recipient** shall provide counseling and education on natural family planning methods.
- (d) **Sub-Recipient** shall enroll and comply with all 340B program requirements. **Sub-Recipient** may be subject to an audit by HRSA at any time. Program requirements are available at <https://www.hrsa.gov/opa/program-requirements/index.html> .

- (e) **Sub-Recipient** shall provide basic medical services for the diagnosis and treatment infertility services.
- (f) **Sub-Recipient** shall provide medical and contraceptive services for adolescents, including abstinence and LARCs without requiring parental consent.
- (g) **Sub-Recipient** shall provide sterilization in compliance with 42 C.F.R. Part 50, Subpart B (Sterilization of Persons in Federally Assisted Family Planning Programs) and D.H.H.S. Regulations.
- (h) **Sub-Recipient** shall provide services strictly on a voluntary basis, without coercion. Services shall not be denied on the basis of refusal to accept additional services or participate in research or other activities.
- (i) **Sub-Recipient** shall provide all services in a manner which provides respect for the individual's privacy and dignity.
- (j) **Sub-Recipient** shall provide services without regard to religion, race, color, national origin, disability, age, sex, sexual orientation, gender identity, sex characteristics, number of pregnancies, ability to pay, or marital status, and without the imposition of durational residence or referral requirements.
- (k) **Sub-Recipient** shall ensure all persons' freedom of choice of contraceptive methods as long as there are no medical contraindications to the method selected, and take all steps necessary to secure sufficient informed consent from all patients.
- (l) **Sub-Recipient** shall ensure that priority in the provision of services will be given to persons from low-income families and that no charge will be made for services provided to any person from a low-income family, except to the extent that payment is made by a third party which is authorized to or is under a legal obligation to pay such charge. For purposes of this Agreement, "low-income family" is defined as a social unit comprised of one or more individuals living together as a household whose total annual income does not exceed one hundred percent (100%) of the current Income Poverty Guidelines, issued pursuant to 42 U.S.C.

§9902(2), unless otherwise defined by applicable D.H.H.S. Regulations. Any charge made for services hereunder shall be made in compliance with D.H.H.S. Regulations and the **I.F.H.C.** Policy on Patient Fee Charges, as submitted by **I.F.H.C.**, and approved by D.H.H.S., in connection with the D.H.H.S. Grant. Sub-Recipient shall take reasonable measures to verify client income, without burdening clients from low-income families. Sub-Recipients that have lawful access to other valid means of income verification because of the client's participation in another program may use those data rather than re-verify income or rely solely on clients' self-report. If a client's income cannot be verified after reasonable attempts to do so, charges are to be based on the client's self-reported income.

- (m) **Sub-Recipient** shall make reasonable efforts to collect charges without jeopardizing client confidentiality. **Sub-Recipient** shall diligently pursue payment, without application of any discounts, from all third-party payers which are authorized or under a legal obligation to reimburse **Sub-Recipient** for services rendered. **Sub-Recipient** must inform the client of any potential for disclosure of their confidential health information to policyholders where the policyholder is someone other than the client. **Sub-Recipient** shall submit medical claims for, without jeopardizing confidentiality, and diligently pursue payment, without application of any discounts, from all third-party payers which are authorized or under a legal obligation to reimburse **Sub-Recipient** for services rendered. **Sub-Recipient** must inform the client of any potential for disclosure of their confidential health information to policyholders where the policyholder is someone other than the client.
- (n) **Sub-Recipient** shall conduct the Project and provide medical services related to family planning in compliance with Applicable Law, including without limitation the Act, all D.H.H.S. Regulations, applicable D.H.H.S. policies, procedures, conditions, and standards, as amended from time to time; and all **I.F.H.C.** policies, standards, and guidelines, including, but not limited to the following: Program Guidelines as set out in the Title X

statute and implementing regulations (42 CFR part 59, subpart A), and in other applicable Federal statutes, regulations, and policies; 2 CFR 200 and 45 CFR Part 75, as applicable; and “I.F.H.C. Administrative Manual - Policies and Procedures for Sub-Recipient Agencies”, all as amended from time to time. In addition, **Sub-Recipient**’s Project shall conform to **I.F.H.C.**’s Medical Standards (hereinafter the “Medical Standards”) and the provision of services as outlined in **Sub-Recipient**’s funding application and budget approved by **I.F.H.C.**

- (o) **Sub-Recipient** shall provide family planning medical services:
  - (i) In person or to clients physically in Indiana via telehealth,
  - (ii) That will be performed under the direction of a clinical services provider, with services offered within their scope of practice and allowable under state law, and with special training or experience in family planning,
  - (iii) In compliance with all state practice standards and quality family planning standards.
- (p) **Sub-Recipient** shall provide services to all patients as outlined below and detailed the Title X program, as set out in the Title X statute and implementing regulations (42 CFR part 59, subpart A), and in other applicable Federal statutes, regulations, and policies, as amended from time to time:
  - (i) Provide and make available written protocols, as approved by **Sub-Recipient**’s Medical Director and **I.F.H.C.** at each service site, or when requested;
  - (ii) Provide written plans and procedures for medical and non-medical emergencies;
  - (iii) Provide referrals under a written referral policy;
  - (iv) Provide appropriate education and counseling; and maintain informed consent procedures, in conformity with Applicable Law;
  - (v) Obtain a comprehensive patient history on all clients including, without limitation, information concerning: allergies;

- immunizations; use of prescription and other drugs, use of tobacco, recreational drugs, and alcohol; significant hospitalizations; surgery and illness; family history; reproductive history; and sexual history;
- (vi) Perform a general physical examination after age 21 for female clients, as deemed appropriate by their clinician with shared decision making with the client;
  - (vii) Offer male clients who are requesting temporary contraception preventative services, including, but not limited to: height, weight, blood pressure, and genital exam, if indicated;
  - (viii) Perform lab tests as required by the Medical Standards including: hemoglobin, pap smear, gonorrhea and chlamydia test, syphilis test, urine dipstick, HIV test, pregnancy test, and wet mount;
  - (ix) Establish procedures for client notification;
  - (x) Provide a broad range of acceptable and effective medically-approved family planning methods (including natural family planning methods);
  - (xi) Provide at least Level I infertility services directly, and Levels II and III infertility services by referral;
  - (xii) Provide pregnancy testing and counseling. A pregnant client shall be offered the opportunity to be provided information and counseling regarding each of the following options: prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination. If requested to provide such information and counseling, provide neutral, factual information and nondirective counseling on each of the options, and referral upon request, except with respect to any option(s) about which the pregnant client indicates they do not wish to receive such information and counseling.
  - (xiii) Provide adolescent services and counseling, including encouraging family participation in the decision of seeking family planning services, and counseling on how to resist attempts to coerce minors into engaging in sexual activities; and,



- (xiv) Comply with state and local reporting requirements for sexually transmitted diseases, child abuse, child molestation, sexual abuse, rape or incest, and/or human trafficking.
- (q) **Sub-Recipient** shall provide social services related to family planning, including counseling and referral to other social and medical service agencies, and any ancillary services which may be necessary to facilitate clinic attendance. **Sub-Recipient** shall address the health care needs of clients through formal (MOU/LOA) and robust linkages, or be integrated with comprehensive primary care providers.
- (r) **Sub-Recipient** shall provide informational and educational programs designed to achieve community understanding of the objectives of the Project, to inform the community of the availability of services and to promote continuing participation in the Project by persons to whom family planning services may be beneficial. All informational or educational material developed by **Sub-Recipient** for use in connection with the Project shall be reviewed and approved by an Information and Education Committee established by **Sub-Recipient** in accordance with D.H.H.S. Regulations. **Sub-Recipient** acknowledges Federal funding when issuing statements, press releases, publications, requests for proposal, bid solicitations and other documents --such as tool-kits, resource guides, websites, and presentations (hereafter “statements”)-- describing the projects or programs funded in whole or in part with HHS federal funds, the recipient must clearly state the percentage and dollar amount of the total costs of the program or project funded with federal money and the percentage and dollar amount of the total costs of the project or program funded by non-governmental sources. When issuing statements resulting from activities supported by HHS financial assistance, the recipient entity must include an acknowledgement of federal assistance using one of the following or a similar statement:
  - i. If the HHS Grant or Cooperative Agreement is NOT funded with other non-governmental sources:

This [project/publication/program/website, etc.] [is/was] supported by the [full name of the PROGRAM OFFICE] of the U.S.

Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with 100 percent funded by [PROGRAM OFFICE]/OASH/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by [PROGRAM OFFICE]/OASH/HHS, or the U.S. Government. For more information, please visit [PROGRAM OFFICE website, if available].

ii. The HHS Grant or Cooperative Agreement IS partially funded with other nongovernmental sources:

This [project/publication/program/website, etc.] [is/was] supported by the [full name of the PROGRAM OFFICE] of the U.S.

Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with XX percentage funded by [PROGRAM OFFICE]/OASH/HHS and \$XX amount and XX percentage funded by non-government source(s). The contents are those of the author (s) and do not necessarily represent the official views of, nor an endorsement, by [PROGRAM OFFICE]/OASH/HHS, or the U.S. Government. For more information, please visit [PROGRAM OFFICE website, if available].

- (s) **Sub-Recipient** shall provide suitable and customary orientation and in-service training for all Project personnel.
- (t) **Sub-Recipient** shall maintain a quality assurance system which allows for program development and evaluation and includes required participation in I.F.H.C.'s quality assurance program. **Sub-Recipient** must provide a high standard of care that conforms with standards of practice as established by D.H.H.S. and I.F.H.C., through the employment of qualified personnel, the provision of safe, effective services which meet

the needs of the community, and on-going monitoring and evaluation of services.

- (u) **Sub-Recipient** shall provide, to the maximum extent feasible, an opportunity for participation in the development, implementation and evaluation of the Project by persons broadly representative of all significant elements of the population to be served, and by others in the community knowledgeable about such needs.
- (v) **Sub-Recipient** shall maintain confidentiality and security of patient records at all times in compliance with the Health Information Portability and Accountability Act of 1996 and its implementing regulations (45 CFR Parts 160-164) as amended from time to time, (hereinafter collectively “HIPAA”); and the Addendum to this Agreement. All information obtained by **Sub-Recipient** or its personnel about individuals receiving services shall be held confidential and shall not be disclosed without consent of such individual, except that such information may be disclosed in summary, statistical or other form which fully complies with HIPAA and does not identify particular individuals. **Sub-Recipient** specifically affirms and agrees that persons from low-income families will not be charged any fee for retrieval and copies of their respective medical records, and that medical records will be released to patients promptly upon presentation of a written authorization as provided by Indiana law. **Sub-Recipient** acknowledges that the provisions of this paragraph (v) survive the termination of the Agreement.
- (w) **Sub-Recipient** should incorporate substance use disorder screening and referral when appropriate to help reduce adverse pregnancy-related outcomes and improve individuals’ reproductive health generally.

2.4 **Sub-Recipient** shall not provide abortion as a method of family planning. Active involvement by staff in the provision of abortion; counseling which directs a client to reach a decision to terminate her pregnancy; making appointments; obtaining the signed consent form; providing transportation; or assisting clients in obtaining an abortion are not allowed. Staff shall sign acknowledgment statements to demonstrate

anyone who coerces or endeavors to coerce any person to undergo an abortion or sterilization procedure by threatening such person with the loss of, or disqualification for the receipt of, any benefit or service under a program receiving Federal financial assistance shall be fined not more than \$1,000 or imprisoned for not more than one year, or both.

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

2.6 **Sub-Recipient** Title X project shall be recognized so it is financially separate from activities which are prohibited under Section 1008 of the Act. Financial separation is required to ensure Title X funds are not used for non-Title X services. Evidence of financial separation includes, but is not limited to:

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

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

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

### **III.**

#### **Description and Scope of Services**

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

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

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

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

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

**IV.**  
**Financial**

4.1 The total amount of Title X (Federal CFDA Number 93.217) funds to be paid to **Sub-Recipient** by **I.F.H.C.** under this Agreement shall not exceed **Eighty Thousand, Seven Hundred Sixty-Five Dollars (\$ 80,765)**. This amount may be reduced by **I.F.H.C.**, in its sole discretion, if **I.F.H.C.** determines that **Sub-Recipient** will not utilize the full amount of funding allocated for any site during the Term of this Agreement. **Sub-Recipient** shall provide **I.F.H.C.** an itemized budget for each of the approved service sites in the following counties within forty-five (45) days of receipt of contract: Monroe County:

| <b>Title X</b>                                    | <b>Total Contract Amount</b> |
|---|------------------------------|
| <b>Amount of Allocation for This Grant Period</b> | <b>\$ 80,765</b>             |
| <b>Total of Title X</b>                           | <b>\$ 80,765</b>             |

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

4.3 **Sub-Recipient** shall submit monthly claims for reimbursement to **I.F.H.C.**, in a format prescribed by **I.F.H.C.** For all months during the Term of this Agreement, except the final month of this Agreement, such claims for reimbursement shall be submitted by **Sub-Recipient** within thirty (30) days after the end of each month for incurred allowable expenditures made by the **Sub-Recipient** in the performance of the duties under this Agreement. **Sub-Recipient's** claim for reimbursement for the final month of this Agreement shall be submitted within forty five (45) days after the expiration of the Term of this Agreement and shall cover all incurred allowable expenditures made by **Sub-Recipient** during such final month in the performance of its duties under this Agreement, and all allowable amounts incurred by **Sub-Recipient** for obligations arising within the Term of this Agreement and in the performance of its duties under this Agreement, but not yet reimbursed. Failure to submit claims for reimbursement within the prescribed period may result in nonpayment of such claims.

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

4.5 Program income directly generated by a supported activity or earned as a result of this Federal award during the period of performance, except as provided on 45 CFR § 75.307(f) must be used for the purposes for which the award was made, and may only be used for allowable costs under the award. For the purpose of this Agreement, program income is defined as fees, premiums, and third-party reimbursements which the Project may reasonably expect to receive. **Sub-Recipient** shall comply with applicable program requirements (e.g., 45 CFR § 75.307(e)) to collect and use program income as well as other operational funding. To meet the requirement of payer of last resort, **Sub-Recipient** must disburse program income, rebates, refunds, and interest earned on such funds to cover program costs before requesting additional cash payments from **I.F.H.C.** **Sub-Recipient** shall report program income to **I.F.H.C.** as part of the monthly claim summary and the Family Planning Annual Report (FPAR).

4.6 **Sub-Recipient** shall establish and implement travel reimbursement policies and procedures for allowable travel expenses incurred by its Project staff during the period of performance in compliance with the program requirements and rules. The reimbursement policy shall not exceed the rate published by the U.S. General Services Administration for date and travel location.

4.7 **Sub-Recipient** shall comply with the salary limitation defined by D.H.H.S. to charge salary of Project staff to the award. Each year's appropriations act limits the salary amount that **Sub-Recipient** may be awarded and charged to D.H.H.S./OASH grants and cooperative agreements. Award funds should not be budgeted to pay the salary of an individual at a rate in excess of Executive Level II. The 2023 Executive Level II salary of the Federal Executive Pay Scale is \$212,100. This amount is updated on the calendar year and reflects an individual's base salary, exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to the applicant organization.

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

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

## V.

### **Records and Reports**

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

5.2 **Sub-Recipient** shall prepare and submit a quarterly program report, which shall be in a format prescribed by **I.F.H.C.** Such report shall include a description of



Project activities, progress in accomplishing goals of the Project, personnel changes, quarterly statistical reports, and such other information as **I.F.H.C.** may reasonably require. Failure to submit such reports by the thirtieth (30<sup>th</sup>) day of the month following the close of the quarter will result in non-payment of all reimbursement claims until such reports are reviewed.

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

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

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

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

5.7 **Sub-Recipient** shall have its financial records audited annually by an independent certified public accountant to assure proper accounting for Project funds. Such audit shall be conducted in such a manner so as to establish that Project funds have been expended in accordance with this Agreement, **Sub-Recipient's** funding application and approved budget. Such audit shall be conducted in accordance with the provisions of 2 CFR Part 200 and 45 CFR Part 75, and the completed audit report shall be in a form acceptable to **I.F.H.C.** and in conformance with D.H.H.S. Regulations. A copy of the completed audit report shall be forwarded to **I.F.H.C.** within thirty (30) days of receipt from the auditor or within nine (9) months of the end of the **Sub-Recipient's** fiscal year.

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

5.9 Except as hereafter provided or as otherwise provided under applicable D.H.H.S. Regulations, **Sub-Recipient** shall retain all records pertaining to the Project for

three (3) years and ninety (90) days after the final audit has been completed upon the expiration or termination of the D.H.H.S. Grant.

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

## VI.

### **General Terms and Conditions**

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

6.2 In performing its duties under this Agreement, **Sub-Recipient** is acting as an independent contractor, not as an agent of **I.F.H.C.**, and shall perform services in accordance with currently approved methods and practices and accepted professional standards. No other relationship is intended to be created among the parties hereto and nothing in this Agreement shall be construed so as to make any party hereto the employer, employee, partner or agent of the other.

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

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

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

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

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

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

6.9 No insurer with whom **Sub-Recipient** contracts shall have any right of subrogation against **I.F.H.C.** **Sub-Recipient** shall indemnify and hold **I.F.H.C.** harmless from all liability, losses, costs, and damages, including attorney’s fees, arising from or connected with, directly, or indirectly, **Sub-Recipient**’s activities or performance of its duties under this Agreement or the acts or omissions of **Sub-Recipient** or its agents’, employees’ or representatives’ actions, omissions, business activities, negligence,

recklessness, willful misconduct, or breach of this Agreement. **I.F.H.C.** shall be named as an additional insured on the medical malpractice and general liability policies required under this Agreement. A copy of the Certificate of Insurance for each policy shall be sent to **I.F.H.C.**

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

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

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

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

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

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

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

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

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

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

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

6.21 The **Sub-Recipient** certifies by signing this Agreement that **Sub-Recipient** will comply with the provisions of D.H.H.S.' "Certification Regarding Lobbying", which provides that no federal appropriated funds will be paid by or on behalf of the **Sub-Recipient**, to any person for influencing or attempting to influence an officer or employee, any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any

funds other than Federal appropriated funds have been paid or will be paid to any to the aforementioned persons, the **Sub-Recipient** shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

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

- (a) The **Sub-Recipient**, and its employees, may not:
  - (i) Engage in severe forms of trafficking in persons during the period of time that the Agreement is in effect;
  - (ii) Procure a commercial sex act during the period of time that the Agreement is in effect, or;
  - (iii) Use forced labor in performance of the award or sub-awards under the Agreement.
- (b) **Sub-Recipient** must inform **I.F.H.C.** immediately of any information **Sub-Recipient** receives from any source alleging a violation of a prohibition of this Agreement.
- (c) **I.F.H.C.** may unilaterally terminate this Agreement, without penalty, if **Sub-Recipient**:
  - (i) Is determined to have violated an applicable prohibition of this Agreement, or;
  - (ii) Has an employee who is determined by **I.F.H.C.** to have violated an applicable prohibition of this Agreement through conduct that is either:
    - (a) Associated with performance under this Agreement, or;
    - (b) Imputed to the **Sub-Recipient** using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)", as implemented by D.H.H.S. at 2 CFR Part 376.

## VII.

### Termination of Agreement or Suspension of Payments

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

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

7.3 In lieu of termination under the foregoing paragraph 7.2, **I.F.H.C.** may, in its sole discretion, issue a warning letter stating that **Sub-Recipient** has thirty (30) days to cure its noncompliance to the satisfaction of **I.F.H.C.** If **Sub-Recipient's** noncompliance is not cured to **I.F.H.C.'s** satisfaction at the end of the thirty day period, **I.F.H.C.** may suspend payments to **Sub-Recipient** under this Agreement. **I.F.H.C.** may also immediately suspend payments as a result of **Sub-Recipient's** noncompliance at **I.F.H.C.'s** sole discretion. If this Agreement is not already terminated, and if **I.F.H.C.** granted **Sub-Recipient** the opportunity to cure noncompliance pursuant to the foregoing, when **Sub-Recipient's** noncompliance has been corrected to the satisfaction of **I.F.H.C.**, payments to **Sub-Recipient** by **I.F.H.C.** under this Agreement shall be reinstated, subject to adjustment for unauthorized obligations incurred by **Sub-Recipient** before or during the suspension period. The terms of this Paragraph 7.3 are permissive to **I.F.H.C.** Nothing in this Paragraph 7.3 shall be deemed to limit or modify **I.F.H.C.'s** right to terminate this Agreement pursuant to Paragraph 7.2.

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

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

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

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

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

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

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

## VIII.

### Procedure for Appeal and/or Arbitration

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

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

- (a) Written notice of **Sub-Recipient's** intent to appeal shall be delivered to the President of **I.F.H.C.** within fifteen (15) days after the date



**Sub-Recipient** received notice of **I.F.H.C.**'s termination under Paragraph 7.2.

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

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

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

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

## **IX.**

### **Notice**

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

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

**Indiana Family Health Council, Inc.  
2960 N. Meridian St., Suite 230  
Indianapolis, IN 46208**

If to **Sub-Recipient:**

**Monroe County Health Department  
119 W. 7<sup>th</sup> Street  
Bloomington, IN 47404**

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

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

- (a) read this provision,
- (b) been provided the opportunity to consult with counsel concerning the meaning and effect of this provision, and,

(c) in no way been coerced or forced to agree to this provision.

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

**X.**

**Designated Officials**

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

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

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

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

**INDIANA FAMILY HEALTH  
COUNCIL, INC.**

**MONROE COUNTY  
HEALTH DEPARTMENT**

By: \_\_\_\_\_  
President & CEO

By: \_\_\_\_\_  
President, Monroe County  
Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ADDENDUM TO AGREEMENT

This Addendum (“Addendum”) is effective upon execution, and amends and is made part of the Agreement for Services (the “Agreement”) dated as of **April 1, 2023, expiring March 31, 2024** by and between **Monroe County Health Department (“Sub-Recipient”)** and **Indiana Family Health Council (“I.F.H.C.”)**. **Sub-Recipient** and **I.F.H.C.** may be identified individually herein as "Party" or collectively as "Parties", as appropriate.

**I.F.H.C.** and **Sub-Recipient** mutually agree that this Addendum modifies the Agreement to incorporate the terms of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-164).

### **A. Privacy of Protected Health Information.**

#### **1. Permitted Uses and Disclosures.**

(a) Both **Sub-Recipient** and **I.F.H.C.** may use and disclose Protected Health Information as necessary to perform their respective duties, services and obligations, and exercise their respective rights, under the Agreement.

(b) Both **Sub-Recipient** and **I.F.H.C.** may use Protected Health Information created or received as necessary for their respective management and administration, or to carry out their respective legal responsibilities. Both **Sub-Recipient** and **I.F.H.C.** may disclose such Protected Health Information as necessary for their respective management and administration, or to carry out legal responsibilities, only if:

(i) The disclosure is permitted by law; or

(ii) Each or both Parties obtain reasonable assurance, evidenced by written contract, from any person or organization to which Protected Health Information will be disclosed, that the person or organization will:

A. Hold such Protected Health information in confidence and use or further disclose it only for the purpose for which it was disclosed to the person or organization or as required by law; and

B. Notify **I.F.H.C.** or **Sub-Recipient** (depending on which entity is the contracting Party) of any instance of which the person or organization becomes aware in which the confidentiality of such Protected Health Information was breached.

**2. Prohibition on Unauthorized Use or Disclosure.** Neither Party will use nor disclose Protected Health Information it creates or receives for or from the other Party or from another business associate of the other Party, except as permitted or required by this Addendum or as permitted by law or as otherwise permitted in writing.

**3. Compliance with Privacy Rules.** The Parties will comply with:

- (a) 45 Code of Federal Regulations Parts 160-164, as applicable to the Agreement; and
- (b) Applicable State law not preempted pursuant to 45 Code of Federal Regulations Part 160, Subpart B.

**4. Information Safeguards.** **Sub-Recipient** will develop, implement, maintain and use appropriate administrative, technical and physical safeguards, in compliance with Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), 45 Code of Federal Regulation § 164.530(c) and any other implementing regulations issued by the U.S. Department of Health and Human Services, to preserve the integrity and confidentiality of and to prevent non-permitted use or disclosure of Protected Health Information. **Sub-Recipient** will document and keep these safeguards current.

**5. Sub-Contractors and Agents.** Both **I.F.H.C.** and **Sub-Recipient** will require any of its/their subcontractors and agents, to which Protected Health Information is disclosed pursuant to this Addendum, to provide reasonable assurance, evidenced by written contract, that such subcontractor or agent will comply with the same privacy and security obligations as the Party with respect to such Protected Health Information.

**B. Protected Health Information Access, Amendment and Disclosure Accounting.**

**1. Access.** **Sub-Recipient** will permit an individual patient (or the individual patient's personal representative) to inspect and obtain copies of any Protected Health Information about the individual which **Sub-Recipient** created and that is in **Sub-Recipient**'s custody or control. **Sub-Recipient** will follow the procedures for access set out in 45 Code of Federal Regulations § 164.524.

**2. Amendments.** **Sub-Recipient** will, upon receipt of notice from an individual patient, promptly amend any portion of the Protected Health Information which **Sub-Recipient** created if necessary to comply with amendment obligations under 45 Code of Federal Regulations § 164.526.

**3. Disclosure Accounting.** **Sub-Recipient** will document each disclosure it makes of Protected Health Information it creates in order to meet its disclosure accounting obligations under 45 Code of Federal Regulations § 164.528.

**4. Inspection of Books and Records.** **Sub-Recipient** will make its internal practices, books, and records, relating to its use and disclosure of the Protected Health Information it creates or receives for or from **I.F.H.C.**, available to **I.F.H.C.** and to the U.S. Department of Health and Human Services to determine compliance with 45 Code of Federal Regulations Parts 160-164 or this Addendum.

**C. Breach of Privacy Obligations.**

**1. Reporting.** **Sub-Recipient** will report to **I.F.H.C.** any use or disclosure of Protected Health Information not permitted by this Addendum, or in violation of 45 Code of Federal Regulations Part 164 not less than 24 hours after **Sub-Recipient** learns of such non-permitted or violating use or disclosure. **Sub-Recipient**'s report will at least:

- (a) Identify the nature of the non-permitted or violating use or disclosure;
- (b) Identify the Protected Health Information used or disclosed;
- (c) Identify who made the non-permitted or violating use or received the non-permitted or violating disclosure;
- (d) Identify what corrective action **Sub-Recipient** took or will take to prevent further non-permitted or violating uses or disclosures;
- (e) Identify what **Sub-Recipient** did or will do to mitigate any deleterious effect of the non-permitted or violating use or disclosure; and
- (f) Provide such other information, including a written report, as **I.F.H.C.** may reasonably request.

## **2. Termination of the Agreement.**

- (a) Right to Terminate for Breach. **I.F.H.C.** may terminate the Agreement if it determines, in its sole discretion, that **Sub-Recipient** has breached any provision of this Addendum. **I.F.H.C.** may exercise this right to terminate the Agreement by providing **Sub-Recipient** written notice of termination, stating the breach of the Addendum that provides the basis for the termination. Any such termination will be effective immediately or at such other date specified in **I.F.H.C.**'s notice of termination.
- (b) Obligations upon Termination.
  - (i) Continuing Privacy Obligation. **Sub-Recipient**'s obligation to protect the privacy of the Protected Health Information it created or received will be continuous and survive termination, cancellation, expiration or other conclusion of the Agreement.
  - (ii) Other Obligations and Rights. **Sub-Recipient**'s other obligations and rights and **I.F.H.C.**'s obligations and rights upon termination, cancellation, expiration or other conclusion of the Agreement will be those set out in the Agreement.

**3. Indemnity.** **Sub-Recipient** will indemnify and hold harmless **I.F.H.C.** and any **I.F.H.C.** affiliate, officer, director, employee or agent from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any non-permitted use or disclosure of Protected Health Information or other breach of this Addendum by **Sub-Recipient** or any subcontractor, agent, person or entity under **Sub-Recipient**'s control.

## **D. General Provisions.**

**1. Definition.** The capitalized term "Protected Health Information" has the meaning set out in 45 Code of Federal Regulations § 164.501.

2. **Conflicts.** The terms and conditions of this Addendum will override and control any conflicting term or condition of the Agreement. All non-conflicting terms and conditions of the Agreement remain in full force and effect.

**IN WITNESS WHEREOF, I.F.H.C. and Sub-Recipient** execute this Addendum in multiple originals to be effective on the last date written below.

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

***MONROE COUNTY  
HEALTH DEPARTMENT***

By: \_\_\_\_\_  
President & CEO

By: \_\_\_\_\_  
President, Monroe County  
Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

**Executive Summary:**

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

| Fund Name(s): | Fund Number(s): | Amount(s) |
|---------------|-----------------|-----------|
|               |                 |           |

Presenter:

**Speaker(s) for Zoom purposes:**

| Name(s)         | Phone Number(s) |
|-----------------|-----------------|
| Cockerill, Jeff |                 |

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

Attorney who reviewed:



**ORDINANCE NO. 2023-32**

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

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

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

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

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

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

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

**SO ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, 2023, by the Board of Commissioners of the County of Monroe, Indiana.

**BOARD OF COMMISSIONERS OF MONROE COUNTY**

**“AYES”**

**“NAYS”**

\_\_\_\_\_  
PENNY GITHENS, President

\_\_\_\_\_  
PENNY GITHENS, Commissioner

\_\_\_\_\_  
JULIE THOMAS, Vice President

\_\_\_\_\_  
JULIE THOMAS, Vice President

\_\_\_\_\_  
LEE JONES, Commissioner

\_\_\_\_\_  
LEE JONES, Commissioner

**ATTEST:**

\_\_\_\_\_  
CATHERINE SMITH, Auditor

\_\_\_\_\_  
Date

## CHAPTER 755

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

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

#### 755-1 Right-of-Way Work Permit

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

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

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

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

**EXHIBIT**                     

**A**

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

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

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

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

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

755-2 Application.

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

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

(2) A maintenance of traffic plan;

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

(4) A bond; and

(5) Other necessary documentation and information.

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

755-3 Application Timing and Emergency Repairs.

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

755-4 Bond.

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

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

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

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

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

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

755-5            Permits.

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

755-6            Notifications and Inspections.

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

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

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

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

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

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

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

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

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

(c) drainage; and

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

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

(a) a mutual easement for ingress and egress;

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

755-8            Hold Harmless.

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

755-9            Violations.

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

755-10           Right of Appeal.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# EXHIBIT A

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

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Monroe County Highway Department  
January 2020

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## 1.0 Introduction

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

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

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

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

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



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

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

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

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

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

**Driveway and Street Intersection Spacing –**

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

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

Table 2-1, Driveway and Street Intersection Spacing

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

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

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

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

Intersection and Driveway Sight Distance Criteria –

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

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

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

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

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

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

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

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

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

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

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

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

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

Passing Blisters --

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

Left Turn Lanes --

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

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

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

Acceleration and Deceleration Tapers –

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

Right Turn Lanes –

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

### 3.0 Driveway Construction Standards

#### Driveway Geometry

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

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

Table 3-1, Driveway Geometric Requirements

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

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

#### Driveway Pavement Sections

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

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

Table 3-2, Driveway Pavement Sections

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

Driveway Grades

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

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

Table 3-3, Driveway Grades

### Driveway Drainage

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

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

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

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

### Driveway Transverse Slope

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

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

Table 3-4, Transverse Slope at Driveways

### Utilities and Maintenance of Traffic

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

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



## 4.0 Roadway Construction Standards

### Roadway Cross Sections-

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

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

\* Exceptions for dedicated on street parking, see On Street Parking section  
Table 4-1, Minimum Roadway Width Requirements

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

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

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

Pavement Sections-

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

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

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

Table 4-2, Pavement Sections

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

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

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

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

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

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

#### Roadway Geometrics –

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

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

Table 4-3, Base Requirements for Roadway Design

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

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

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

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

#### Auxiliary Lanes-

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

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

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

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

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

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

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

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

On Street Parking-

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

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

Table 4-6, On Street Parking Dimensions

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

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

Parking shall be prohibited under the following circumstances:

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

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

Sidewalks and Side Paths –

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

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

Table 4-7, Sidewalk/Side Path Cross Sections

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

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

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

Obstruction Free Zone –

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

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

Table 4-8, Obstruction Free Zone Requirements



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

Drainage –

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

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

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

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

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

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

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

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

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

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

Table 4-10, Transverse Slope at Street Approaches

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

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

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

Table 4-11, Ditch Velocity for Erosion Protection

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

## 5.0 Utility Installation Requirements and Utility Cut Roadway Repair Standards

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 6.0 Traffic Studies

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

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

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

Table 6-1, Threshold Values Requiring a Traffic Study

## 7.0 Maintenance of Traffic

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### Driveway Permit Application

Information to be provided on the Driveway Permit Application includes:

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

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

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

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

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

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

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

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

#### Driveway and Street Maintenance

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

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

#### Work in the Right-of-Way Permit Application

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

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



- Maintenance of traffic plan
- Project schedule
- Bond posted

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

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

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

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

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

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

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

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

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

# MONROE COUNTY HIGHWAY DEPARTMENT

## DRIVEWAY PERMIT APPLICATION

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

Owner's Name: \_\_\_\_\_

Owner's Current Address: \_\_\_\_\_

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

Phone Number and E-Mail: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

Parcel No. or Tax Bill ID No. \_\_\_\_\_

Signature: \_\_\_\_\_

**Driveway Classification - Check all boxes that apply:**

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

What Is Being Built?: \_\_\_\_\_

What is the Intended Use?: \_\_\_\_\_

**Provide the Following Information:**

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

GIS map with drive location shown

Existing upstream/downstream pipe sizes: \_\_\_\_\_

Distance to nearest driveway and/or Intersection: \_\_\_\_\_

Estimated driveway traffic volume during the peak hour, left and right in, left and right out: \_\_\_\_\_

(Requirements and Maintenance, See Other Side)

**HIGHWAY DEPARTMENT USE**

Date Inspected: \_\_\_\_\_ By: \_\_\_\_\_

Speed Limit: \_\_\_\_\_

Sight Distance: \_\_\_\_\_

Grade > 3%     Yes     No

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

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

Pipe Required, Diameter and Length: \_\_\_\_\_

Existing Drainage:     Swale     Pipe     Curb and Gutter

Private Road:     Yes     No

Traffic Study:     Yes     No    Mailbox and Post in Compliance?

Passing Blister:     Yes     No     Yes     No

Left Turn Lane:     Yes     No

December 2019

# MONROE COUNTY HIGHWAY DEPARTMENT

## DRIVEWAY PERMIT APPLICATION

### REQUIREMENTS:

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

### MAINTENANCE:

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

# MONROE COUNTY HIGHWAY DEPARTMENT

## WORK IN THE RIGHT-OF-WAY PERMIT APPLICATION

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

Contractor/Utility Name: \_\_\_\_\_

Contractor/Utility Address: \_\_\_\_\_

Address of Proposed Construction: \_\_\_\_\_

Phone Number and E-Mail: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Type of Construction - Check all boxes that apply:

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

Project Description: \_\_\_\_\_

Provide the Following Information:

Directions to the proposed construction:

\_\_\_\_\_

GIS map with construction area shown

Typical Cross Section of Pavement Repair

Maintenance of Traffic Plan

Project Schedule: \_\_\_\_\_

Bond

(Requirements, See Other Side)

**HIGHWAY DEPARTMENT USE**

Date Inspected: \_\_\_\_\_ By: \_\_\_\_\_

Speed Limit: \_\_\_\_\_

No. of Lanes: \_\_\_\_\_

Sight Distance: \_\_\_\_\_

Grade > 3%  Yes  No

Pavement, shoulder, sidewalk and curb and gutter condition before construction:

\_\_\_\_\_

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

December 2019

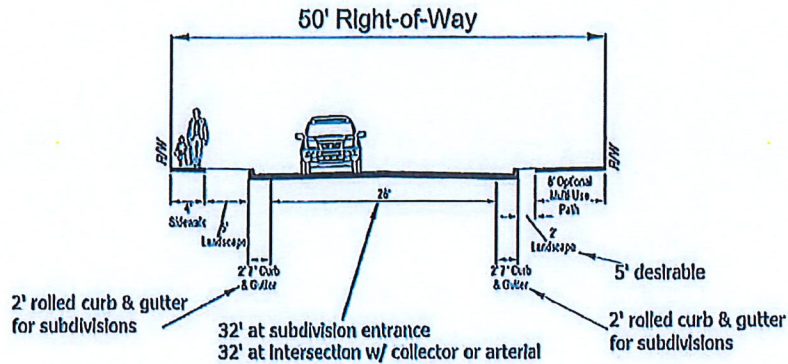
## MONROE COUNTY HIGHWAY DEPARTMENT

### WORK IN THE RIGHT-OF-WAY PERMIT APPLICATION

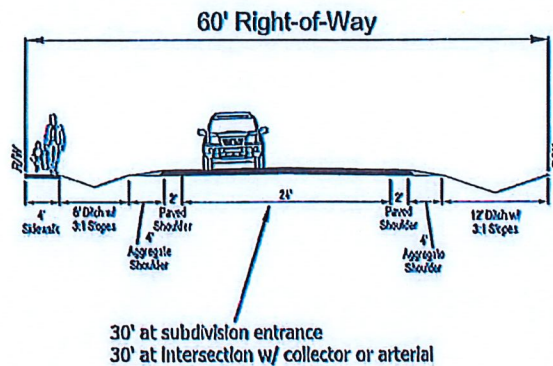
#### REQUIREMENTS:

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

## Local Road (Urban)



## Local Road (Rural)



### NOTES

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



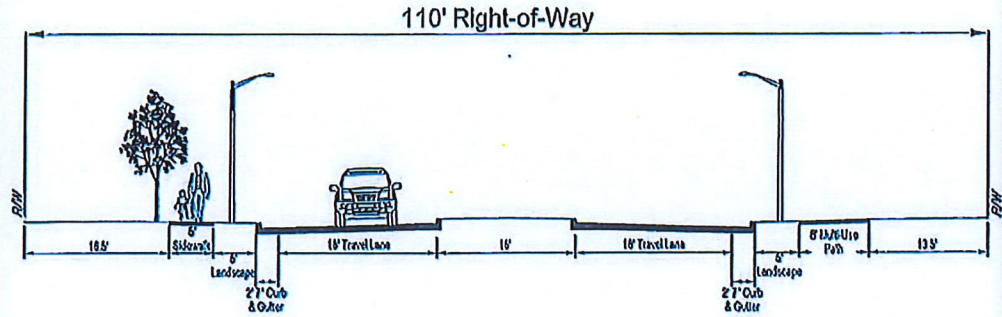
Monroe County, Indiana  
Thoroughfare Plan

Adopted: December 12th, 2018

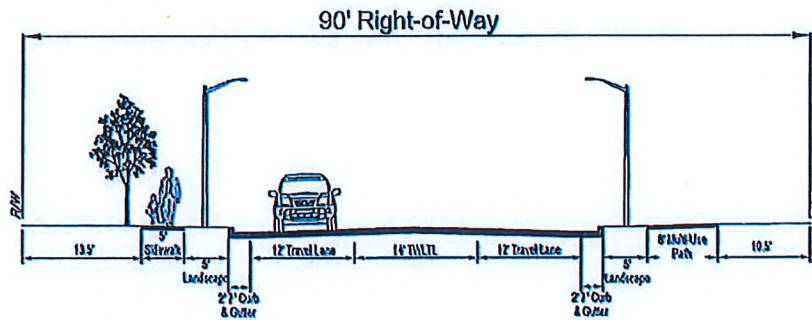
Figure 2C

Typical Cross-Sections  
(Local Roads)

## Collector (Divided)



## Collector (Undivided)



Monroe County, Indiana  
Thoroughfare Plan

Adopted: December 12th, 2010

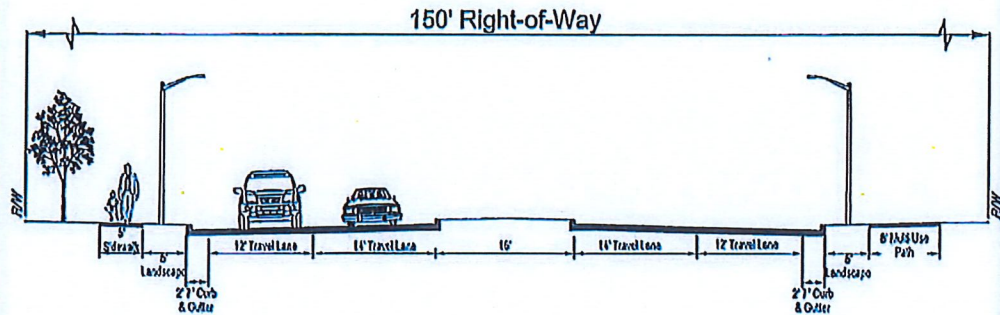
Figure 2B

Typical Cross-Sections  
(Collectors)

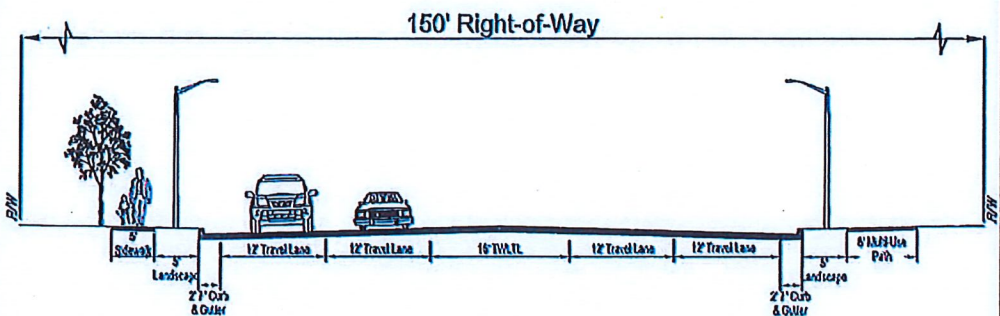
### NOTES

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

## Arterial (Divided)



## Arterial (Undivided)



Monroe County, Indiana  
Thoroughfare Plan

Adopted: December 12th, 2018

Figure 2A

Typical Cross-Sections  
(Arterials)

### NOTES

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





# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

**Executive Summary:**

The petition site is one parcel totaling 3.41 +/- acres located in Benton North Township at 9554 E Northshore DR. The petitioner is proposing to amend the Zoning Map from Limited Business (LB) to Limited Business (LB) with the intention to remove a prior condition of approval from Ordinance 2007-48. The petitioner's intention behind the rezone request is to remove the condition of approval related to requiring a shared driveway with the adjacent properties (see highlighted condition below requested to be removed). To remove a condition of approval for a prior rezone petition, a new rezone petition must be submitted, hence this petition request.

If the rezone request is approved by the County Commissioners, the condition of approval for a shared driveway will be removed from the properties originally involved in said rezone.

It is Staff's understanding that the shared driveway requirement is conditioned in both the rezone and subdivision final guiding documents. Therefore, both a rezone and a preliminary plat amendment are required to remove its effect on the properties involved.

If the rezone is denied, the petitioner may continue to operate the property as the Lake Lemon Marina under the Limited Business (LB) zone but must remove a driveway entrance and instead use a shared driveway design. The petitioner may still apply for the major subdivision preliminary plat amendment to remove the sidewalk requirement and subsequent process for a commercial site plan amendment.

| Fund Name(s):        | Fund Number(s):      | Amount(s)            |
|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

Presenter:

**Speaker(s) for Zoom purposes:**

| Name(s)  | Phone Number(s)      |
|--|----------------------|
| <input type="text" value="Werner Group, LLC c/o Stephen Werner, Jr."/> | <input type="text"/> |

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

Attorney who reviewed:

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

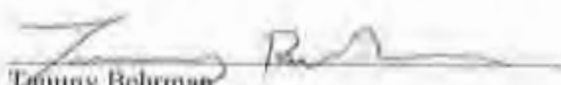
TO: THE COMMISSIONERS OF MONROE COUNTY, INDIANA

CERTIFICATION

I, Tammy Belrman, hereby certify that during its meeting on June 20<sup>th</sup>, 2023 the Monroe County Plan Commission considered Petition No. REZ-23-1 for a Zoning Map Amendment (Ordinance No. 2023-29) to the Monroe County Zoning Ordinance and made a positive recommendation to approve thereon, based on the findings, conditions, and Highway Department reports, with a vote of 8-0 with the following conditions:

1. The petitioner contract an Indiana licensed engineer to prove that sight distance can be met and approved by the Monroe County Highway Dept. This information shall be provided before the petition is heard by the Monroe County Board of Commissioners.

This proposed amendment is being forwarded for your consideration pursuant to J.C. 36-7-4-605(a).

  
Tammy Belrman  
Planning Director (Acting)

6/30/2023  
Date

**ORDINANCE NO. 2023-29**

**Lake Lemon Marina Rezone**

An ordinance to amend the Monroe County Zoning Maps which were adopted December 1996.

Whereas, the Board of Commissioners of Monroe County, Indiana, passed a zoning ordinance and adopted zoning maps effective January 1997, which ordinance and maps are incorporated herein; and,

Whereas, the Monroe County Plan Commission, in accordance with all applicable laws, has considered the petition to amend said zoning maps;

Now, therefore, be it ordained by the Board of Commissioners of Monroe County, Indiana, as follows:

**SECTION I.**

The Monroe County Zoning Ordinance is amended to rezone one (1) parcel totaling 3.41 +/- acres in Section 35 of Benton North Township at 9554 E Northshore DR (parcel #: 53-01-35-100-017.000-003 from Limited Business (LB) to Limited Business (LB) with the purpose to remove a prior condition of approval from Ordinance 2007-48, which was approved the Monroe County Board of Commissioners on December 7, 2007 as stated below:

- 1.) Access to proposed lots be provided by an ingress-egress easement at the existing petition site entrance or via an easement from another existing driveway cut. No new driveway cuts shall be allowed onto east Northshore Drive.

**SECTION III.**

The following condition of approval shall apply to this petition:

- 1.) The petitioner contract an Indiana licensed engineer to prove that sight distance can be met and approved by the Monroe County Highway Dept. This information shall be provided before the petition is heard by the Monroe County Board of Commissioners.

**SECTION III.**

This ordinance shall be in full force and effect from and after its passage and adoption by the Board of Commissioners of Monroe County, Indiana.

Passed and adopted by the Board of Commissioners of Monroe County, Indiana, this \_\_\_<sup>th</sup> day of September 2023.

**BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA**

"Yes" Votes

"No" Votes

\_\_\_\_\_  
Penny Githens, President

\_\_\_\_\_  
Penny Githens, President

\_\_\_\_\_  
Julie Thomas, Vice President

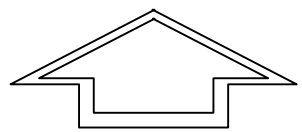
\_\_\_\_\_  
Julie Thomas, Vice President

\_\_\_\_\_  
Lee Jones, Commissioner

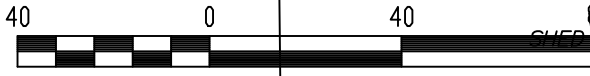
\_\_\_\_\_  
Lee Jones, Commissioner

\_\_\_\_\_  
Attest:

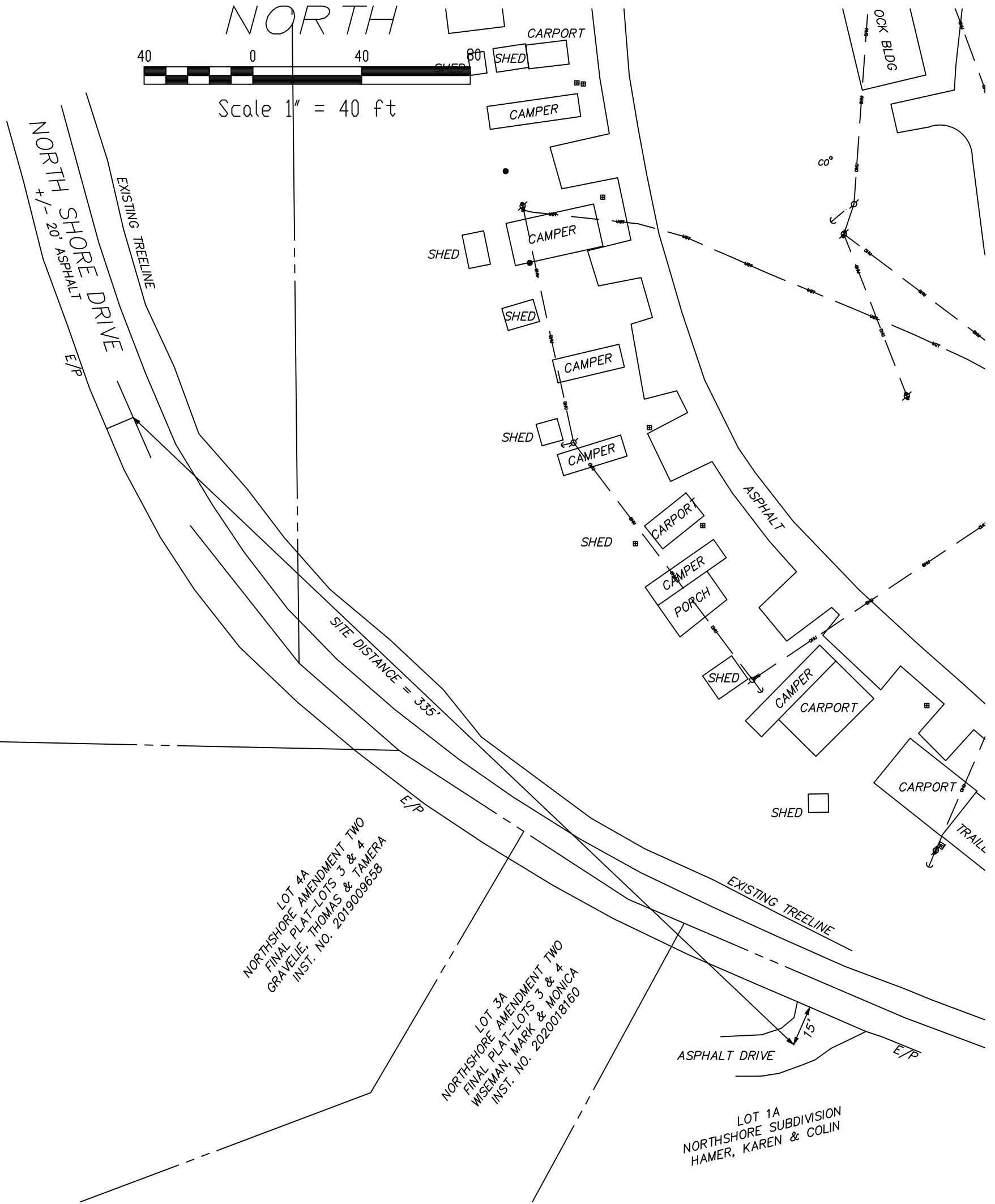
Catherine Smith, Monroe County Auditor  
Page 171 of 259



NORTH



Scale 1" = 40 ft



CERTIFICATION;  
I certify that the survey as shown by the exhibit was performed wholly under the direction of myself, a registered land surveyor in the State of Indiana, and to the best of my belief and knowledge, represent improvements and treeline as measured by survey.

Prepared by:

Charles D. Graham

Registration No. LS29500014

Date of survey: August 11, 2023

I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

SITE DISTANCE EXHIBIT  
LAKE LEMON MARINA  
9554 E NORTHSHORE DRIVE  
UNIONVILLE, IN 47468



BYNUM FANYO & ASSOCIATES, INC.  
528 North Walnut Street  
Bloomington, Indiana 47404  
Phone (812)332-8030 Fax (812)339-2990

**MONROE COUNTY PLAN COMMISSION****June 20, 2023**

|                              |   |
|------------------------------|---|
| <b>PLANNER</b>               | Drew Myers  |
| <b>CASE NUMBER</b>           | REZ-23-1, Lake Lemon Marina Rezone  |
| <b>PETITIONER</b>            | Werner Group LLC c/o Stephen Werner   |
| <b>ADDRESS</b>               | 9554 E Northshore DR, parcel no. 53-01-35-100-017.000-003   |
| <b>REQUEST</b>               | Rezone Request from LB to LB (w/ the request to remove the prior rezone condition of approval for a shared driveway)<br>Waiver of Final Hearing Requested |
| <b>ACRES</b>                 | 3.41 +/- acres  |
| <b>ZONE</b>                  | Limited Business (LB)   |
| <b>TOWNSHIP</b>              | Benton North  |
| <b>SECTION</b>               | 35  |
| <b>PLATS</b>                 | Platted; Northshore Final Plat Amendment One  |
| <b>COMP PLAN DESIGNATION</b> | <b>Rural Residential</b>  |

**EXHIBITS**

1. Petitioner Letter & Petitioner's May 1<sup>st</sup> Response
2. As-Built Survey
3. Ordinance 2007-48
4. Plan Commission Minutes – September 25, 2007 & March 18, 2008
5. Driveway Permits – November 2016
6. North Shore – Final Plat
7. North Shore Amendment One - Final Plat
8. North Shore Subdivision Improvement Agreement
9. North Shore Amendment Two - Final Plat
10. Highway Department Inspection Report – April 6, 2023
11. Motor Vehicle Traffic Crash Summary: January 2020 – December 2022
12. Letters of Support
13. Petitioner's Presentation
14. Petitioner's Site Photos
15. **Petitioner's Marina Entrance Traffic Video**

**RECOMMENDATION**

Recommendation to the Plan Commission:

- Staff recommends forwarding a “negative recommendation” to the Monroe County Board of Commissioners based on the prior rezone petition's conditions of approval and the recommendation by the Monroe County Highway Department.

**PLAN REVIEW COMMITTEE – March 9, 2023**

Plan Review Committee (PRC) members discussed the planning history of the petition site and requested staff include the Plan Commission minutes for the most recent rezone (9/25/07) in the next staff report (see Exhibit 4). PRC members also asked for staff to include any driveway permits that were issued for the neighboring properties to the north (see Exhibit 5).

**PLAN COMMISSION (Preliminary Hearing) – April 18, 2023**

The Plan Commission heard from the petitioner and adjacent neighbors and held a discussion on what would be the safest option moving forward, whether that be a shared driveway or separate driveways. The Plan Commission requested that the petitioner provide a written statement detailing their rationale for retaining the separate driveway design and how it promotes improved safety of the area. Plan Commission members encouraged each other to make a site visit on their own time to see how traffic

behaves near the petition site and to see how entry to the marina can often queue out onto E Northshore DR as indicated by the petitioner. The Plan Commission requested the Highway Dept. to make a site visit during a busy time of day to report on traffic patterns and requested Planning Staff to review the meeting minutes of the 2007 rezone petition. Finally, Plan Commission members requested staff to include any available traffic accident data for E Northshore DR (see Exhibit 11).

### **PLAN COMMISSION (Final Hearing) – May 16, 2023**

The Monroe County Plan Commission voted to continue this petition to the next Plan Commission hearing date on June 20, 2023, with the request that the Highway Dept. visit the site to evaluate if site distance requirements can be achieved through the removal of additional vegetation.

### **MEETING SCHEDULE**

**Plan Review Committee** – March 9, 2023

**Plan Commission Admin Meeting** – April 4, 2023

**Plan Commission Regular Meeting** – April 18, 2023 (Preliminary– Waiver of Final Hearing Requested)

**Plan Commission Admin Meeting** – May 1, 2023

**Plan Commission Regular Meeting** – May 16, 2023 (Final Hearing) – continued to June 20, 2023

**Plan Commission Admin Meeting – June 6, 2023**

**Plan Commission Regular Meeting – June 20, 2023**

**Board of Commissioners Meeting** – TBD

### **SUMMARY**

The petition site is one parcel totaling 3.41 +/- acres located in Benton North Township at 9554 E Northshore DR. The petitioner is proposing to amend the Zoning Map from Limited Business (LB) to Limited Business (LB) with the intention to remove a prior condition of approval from Ordinance 2007-48. The petitioner's intention behind the rezone request is to remove the condition of approval related to requiring a shared driveway with the adjacent properties (see highlighted condition below requested to be removed). To remove a condition of approval for a prior rezone petition, a new rezone petition must be submitted, hence this petition request.

Ordinance 2007-48 (Exhibit 3):

#### **SECTION II.**

The following conditions of approval shall apply to this petition:

1. Access to proposed lots be provided by an ingress-egress easement at the existing petition site entrance or via an easement from another existing driveway cut. No new driveway cuts shall be allowed onto east Northshore Drive.
2. 30' Right of way dedication along E, Northshore Drive (Minor Collector)
3. The submitted site plan be amended to remove right-of-way dedication acreage from the minimum lot size count and reach compliance with the requirements of the Subdivision Control Ordinance, Chapter 856-28 (B).
4. The existing business use be brought into compliance with applicable site plan development standards (Chapters 806, 807, 815, 830) prior to recording any final plat.
5. The minimum first floor elevation (including basement) for any new building shall be 637.0 ft. NGVD.

If the rezone request is approved by the County Commissioners, the condition of approval for a shared driveway will be removed from the properties originally involved in said rezone. Following approval of this rezone request, the petitioner intends to apply for a major subdivision preliminary plat amendment with a sidewalk waiver to remove the mention of the shared driveway requirement and remove the requirement to construct a sidewalk along lots #1-5.

**It is Staff's understanding that the shared driveway requirement is conditioned in both the rezone and subdivision final guiding documents.** Therefore, both a rezone and a preliminary plat amendment are required to remove its effect on the properties involved. The petitioner also intends on submitting a commercial site plan amendment and possible design standards variance requests to adjust the commercial site aspects like paving, parking, landscaping, etc. The site is currently not paved, and the plans call for a paved parking area; the petitioner would like to keep the parking area gravel, which will further require a variance.

The driveway to be shared is circled in blue:



If the rezone is denied, the petitioner may continue to operate the property as the Lake Lemon Marina under the Limited Business (LB) zone but must remove a driveway entrance and instead use a shared driveway design. The petitioner may still apply for the major subdivision preliminary plat amendment to remove the sidewalk requirement and subsequent process for a commercial site plan amendment.

### **BACKGROUND**

The Zoning Map amendment request is from LB to LB with the purpose of removing a condition of approval from a prior rezone petition.

In May of 2005, a rezone (case #: 0503-REZ-06) was approved for 1.37 acres of a 7.53-acre parcel to Estate Residential (ER). The original 7.53-acre parcel was the Lake Lemon Marina property, which was zoned Limited Business (LB).

In May 2005, a minor subdivision (case #: 0505-SMN-14) was approved by the Plat Committee creating two lots: 1.37 acres (now zoned ER) and 6.16 acres to remain zoned LB for the marina.

In May of 2006, the Monroe County Plan Commission approved a three-lot major subdivision (case #: 0602-SPP-01) creating two new 1-acre lots and a remaining 5.53-acre lot for the marina business use. The North Shore Final Plat was recorded on June 6, 2006 (Exhibit 6).

In December of 2007, a rezone (case #: 0707-REZ-06, Ordinance 2007-48) was approved for the 5.53-acre lot. Two acres of the 5.53-acre lot were rezoned from LB to ER. The now remaining 3.53 acres retained the LB zoning for the marina.

- Note: this is the rezone petition where the condition of approval for a shared driveway originated. Please see the highlighted portions of Exhibit 4 for Plan Commission discussion.

In March 2008, the Plan Commission approved a three-lot preliminary plat amendment (case #: 0801-SVA-01) to officially create the two 1-acre lots (now zoned ER) and left the remaining 3.41-acre lot for the marina. The North Shore Amendment One Final Plat was recorded on October 30, 2008 (Exhibit 7).

Sometime in April or May of 2008, a commercial site plan for the marina business was approved by County Planning Staff (case #: 0804-SIT-01). To-date, staff is unsure whether a final Land Use Certificate (LUC) was issued for this site plan. There is a bond on file for paving the marina site, which is also the impetus for part of these filings; the petitioner would prefer not to pave and instead get a release of the bond funds.

In November 2016, two driveway permits were issued in error by the Highway Dept. for the properties listed as Lot 3 (9550 E Northshore DR) and Lot 4 (9548 E Northshore DR) of the North Shore Amendment One Final Plat.

In January 2019, a second second final plat amendment was approved for the two 1-acre lots listed as Lot 3 and Lot 4 to adjust the previously dedicated right-of-way. The North Shore Amendment Two Final Plat was recorded on March 20, 2019 (Exhibit 9). This plat document more clearly identifies the shared driveway requirement that was initially required as part of the 2007 rezone stating, "private drive to be relocated to Marina Entrance (\* per Monroe County Public Works Dept.).

Listed below are the definitions of the LB zone per Chapter 802.

***Limited Business (LB) District.***

*The character of the Limited Business (LB) District is defined as that which is primarily intended to meet the essential business needs and convenience of neighboring residents. Limited business uses should be placed into cohesive groupings rather than on individual properties along the highways and access control should be emphasized. Its purposes are: to encourage the development of groups of nonresidential uses that share common highway access and/or provide interior cross-access in order to allow traffic from one business to have access to another without having to enter the highway traffic; to discourage single family residential uses; to protect environmentally sensitive areas, such as floodplain, karst, and steep slopes; and to maintain the character of the surrounding neighborhood. Therefore, the number of uses permitted in the LB*



*District is limited. Some uses are conditionally permitted. The conditions placed on these uses are to insure their compatibility with the adjacent residential uses.*

**LOCATION MAP**

The parcel is located at 9554 E Northshore DR, Section 35 in Benton North Township. The Parcel No. is 53-01-35-100-017.000-003.



## CURRENT ZONING

The parcel is zoned Limited Business (LB). Adjoining parcels to the north and east are zoned Estate Residential (ER), and adjoining parcels to the west are zoned Suburban Residential (SR). There are no commercial uses directly adjacent to the subject property. The surrounding area consists of predominantly residential uses.



## SITE CONDITIONS & INFRASTRUCTURE

The petition site is made up of one 3.41 acre +/- parcel. The Lake Lemon Marina currently operates on the petition site. Access from E Northshore DR is through an ingress/egress easement on the property at 9604 E Northshore DR (Hamer, Karen & Colin). Portions of the property are designated "A" according to the DNR Best Available Floodplain Map. There is no evidence of the presence of karst/sinkhole features on and near the petition site according to available contour data.



Lake Lemon Marina  
9554 E Northshore DR

**Legend**

DNR - Best Available Floodplain Mapping

- A
- A, APPROXIMATE FLOODWAY
- AE
- AE and FLOODWAY
- X SHADED
- X UNSHADED



DNR Best Available Floodplain Mapping. Map created 3/2/2023.

**Site Photos:**



**Photo 1** – Lake Lemon Marina Driveway; facing northeast.



**Photo 2** – Lake Lemon Marina Driveway; facing west.



**Photo 3** – Lake Lemon Marina Driveway; facing northwest.



**Photo 4** – E Northshore DR; facing southeast.



**Photo 5** – E Northshore DR; facing northwest.



**Photo 6** – 9550 & 9548 E Northshore DR driveway cut; facing northwest.



**Photo 7** – Driveway cuts off E Northshore DR; facing southeast.



**Photo 8** – Area for potential shared driveway; facing northeast.



## Stormwater Comments:

**Kelsey Thelma** Review Comment - Feb 11, 2023 at 2:47 pm

Received a call from Steve Werner 2/7/23 2:30 pm, discussed his drainage concerns for the two driveways. I also talked to Ben afterwards about this. From desktop review, it looks like the marina will need a driveway pipe to alleviate some of their drainage issues. Ditch it to our small structure (66' x 51') under Northshore, just west of the 9608 E. Northshore driveway. I did not communicate this with Mr. Werner over the phone. I'm going to perform a site visit next week to look at it before providing formal comments on the drainage in this area.

**Stephen Werner** Review Comment - Feb 23, 2023 at 10:01 am

I spoke with Kelsey and she was going to visit the property to look at the poor runoff situation already causing severe erosion around the lake that any more asphalt would only exacerbate. Spoke to Adam Casey at the Lake Lemon Conservancy District and he also does not want to see more asphalt in this area due to the erosion problems happening in this area and all around the Lake. Please advise on your findings Kelsey after visiting the site and speaking with the LLC and revise this step.

## Highway Comments:

**Ben Ayers** Review Comment - Jun 14, 2023 at 10:00 am

Northshore Drive is classified as a Minor Collector with an ADT of 534. Due to the half and curve to the west the required sight distance of 335.0' and the Driveway spacing requirement of 150.0' of Monroe County Code Chapter 755, 755-D cannot be obtained. I recommend that the condition of approval of the Northshore Subdivision be that the existing driveway entrance remain.

**Stephen Werner** Review Comment - Jun 14, 2023 at 11:00 am

Ben, thanks for chatting with me last week. I believe the ADT number shown above to not be representative of the traffic during the spring and summer at the convergence of these properties. We strongly disagree with a strict reading of the code without taking into account many traffic related factors, including that the existing drive is directly across from another high volume property (Lake Arrow Acre Trailer Park), that traffic heading west on Northshore from east of the existing drive that would try to reach the Western residential parcel would be cut cross-purposes to commercial traffic into the Marina, traffic into the trailer park and traffic to the residence to the east. The proposed shared drive would cause a dangerous confusion of traffic with mixed commercial and residential purpose traveling in different directions on a shared drive. We are not sure why the highway department, notwithstanding the code, would want to turn separate drives with separate purposes into what is essentially a five-way stop. We ask the highway department to visit the site and assess the traffic patterns that are likely to arise when the ADT rises to double or more of the annual average with boaters trying to get into the marina with residents and guests trying to reach the residential plots around the Marina. Right now the existing shared drive is wide enough for the plot to the east to not have to cross Marina traffic. The sight distance and driveway separation measurements are so close to the requirements in this case and that these plots, which are zoned differently (Limited Business for the Marina and ER for the residences), are being treated as one residential subdivision ignores reality. As you can read from the letters we have attached to our submission, all of our neighbors agree that what you propose would actually increase traffic danger not in any way lessen it.

Planning Staff spoke with Highway Dept. Staff during the monthly department coordination meeting on June 12, 2023. Highway Dept. Staff indicated that a site line analysis should be performed by a licensed engineer in order to further evaluate whether the removal of more vegetation can improve site distance in the area.

## COMPREHENSIVE PLAN DISCUSSION



The **Rural Residential** use category includes rural property, environmentally sensitive areas, and areas adjacent to quarry operations where low densities are appropriate and desirable; however, the sparse population character of the Farm and Forest category is no longer applicable. Generally, these areas are characterized by active or potential mineral extraction operations nearby, steep slopes, and the remaining forest and/or agricultural land where roadways and other public services are minimal or not available.

The Rural Residential use category includes all property in Monroe County that is not within the Farm and Forest Residential area, Bloomington Urbanizing Area or a Designated Community, or an incorporated town or city. Approximately 52,000 acres of rural property in Indian Creek, Clear Creek, Van Buren, Bloomington, Richland, Bean Blossom, Washington, and Benton Townships are designated Rural Residential. Most often this category adjoins or is very close to the Farm and Forest Residential areas. Current Rural Residential densities are usually greater than 64 homes per section and some portions of the Rural Residential area have already been subdivided or developed at urban densities.

To maintain Rural Residential property use opportunities, an average residential density per survey section shall be established by ordinance. This average density shall preserve the rural lifestyle opportunity of this area and help protect nearby Vulnerable Lands. Where appropriate infrastructure is available, home clustering with open space dedications may be an option in this residential category. Open space can serve a variety of uses including recreational opportunities for local residents, limited accessory agricultural uses, or buffering of an adjoining use. Contiguous Resilient Land shall be available

for each dwelling adequate to support either two independent conventional septic fields or one replaceable mound system. Sufficient space for buildings traditionally associated for this type of use must also be provided. In addition, public roadways shall not experience less than the Monroe County Level of Service standard existing at the time this Plan is adopted. New subdivision road traffic lanes that access County roadways shall not exceed the capacity of traffic lanes for adjoining public roadways. State highways, major collectors, or arterial roads are exempt from this requirement.

#### **FINDINGS OF FACT - REZONE**

In preparing and considering proposals to amend the text or maps of this Zoning Ordinance, the Plan Commission and the Board of County Commissioners shall pay reasonable regard to:

##### **(A) The Comprehensive Plan;**

###### **Findings:**

- The Comprehensive Plan designates the petition site as Rural Residential.
- The rezone request is to remove a prior rezone condition of approval that requires ...;
- The current use of the petition site is boat storage;
- If approved the petitioner intends to submit a preliminary plat amendment and request a sidewalk waiver to remove the sidewalk requirement on the petition site, and submit a commercial site plan amendment to come up-to-date with site development standards;

##### **(B) Current conditions and the character of current structures and uses in each district;**

###### **Findings:**

- See Findings under Section A;
- The rezone request is not to change the zoning, but rather remove a prior condition of approval from Ordinance 2007-48;
- The petition site is currently zoned Limited Business (LB);
- A marina has operated at this location for more than 20 years;
- Ben Ayers of the Highway Dept. provided the following comment:
  - “Northshore Drive is classified as a Minor Collector with an ADT of 534. Due to the hill and curve to the west the required sight distance of 335.0' and the driveway spacing requirement of 150.0' of Monroe County Code Chapter 755; 755-11 cannot be obtained. I recommend that the condition of approval of the Northshore Subdivision to share the existing driveway entrance remain.”
- The petition site does exhibit areas of considerable slope greater than 15% (see Site Conditions Map);
- Portions of the petition site are designated “A” per the DNR Best Available Floodplain Map;
- The petition site is not located in the Environmental Constraints Overlay (i.e., the Lake Monroe Watershed);
- There is no evidence of karst/sinkhole features present on or near the petition site according to available contour data;

##### **(C) The most desirable use for which the land in each district is adapted;**

###### **Findings:**

- See Findings under Section A and Section B;
- The adjacent parcels to the north and east are zoned ER;
- The adjacent parcel to the west is zoned SR;

- Land uses in the surrounding area are predominantly residential;
- There are no known commercial uses directly adjacent to the subject property;

**(D) The conservation of property values throughout the jurisdiction; and**

**Findings:**

- Property value tends to be subjective;
- The effect of the approval of the rezone on property values is difficult to determine;

**(E) Responsible development and growth.**

**Findings:**

- See Findings under Section A, Section B, and Section C;
- The petition site is one parcel with 3.41 +/- acres;
- The purpose of the rezone is to remove a prior rezone condition of approval related to requiring a shared driveway;
- According to the Monroe County Thoroughfare Plan, E Northshore DR is designated as a Minor Collector roadway;
- Driveway permits were issued by the Highway Dept. in 2016 for 9548 and 9550 E Northshore DR;

**EXHIBIT 1: Petitioner Letter**



MS&P Environmental Services  
Division of the Indiana AEDM  
Phone: (317) 888-0100  
E-mail: [info@environmental.org](mailto:info@environmental.org)  
Web: <http://www.environmental.org>

January 23, 2023

Monroe County Planning Department  
Attention: Planning Committee  
501 N Morton St  
Suite 224  
Bloomington, IN 47404

Dear Planning Committee,

Werner Group, LLC ("Marina Group"), formerly known as Schell Group, LLC (an now under new ownership as of December 29, 2021), hereby requests removal of the previous rezone's conditions of approval to require construction of a shared driveway across an easement owned by another property owner, Colin Hamer, tying together 4 parcels, 3 of which are residential (zoned ER) and one of which (ours) is commercial (Lake Lemon Marina, zoned LB). We are requesting removal of this impractical requirement on behalf of ourselves and the adjacent residential property owners who are in full support of this request.

This shared drive requirement related to the re-zoning of two 1-acre parcels (from LB to ER) that were partitioned off from the Marina and sold for residential development back in 2008. In 2008, the former owners of the Marina Group tacitly agreed to construction of the shared driveway and an agreement was drawn up by the County (but never executed) to provide for a letter of credit securing this requirement and other landscaping, paving, and sidewalk requirements as a condition for such former owners of the Marina Group to partition these parcels into residential plots. Ever since, this letter of credit has been maintained by the Marina Group and the former owners never constructed the shared driveway (or other improvements). The current owners of the Marina Group are hereby requesting removal of this requirement of a shared driveway as such requirement is (i) unduly costly, (ii) impractical as it would require digging up and relocating critical utility lines, (iii) unsightly in requiring removal of greenspace and possibly a tree, and (iv) impractical because it requires 3 residential parcels that have maintained driveways that have functioned well for around 15 years to share a drive with a commercial property that is busy during the spring through fall seasons. This requirement does not make sense for us, the residents around us, or for traffic flow for the surrounding community.

Attached with this letter are the recorded plats from 2008 of the Marina Group land and the residential parcel to the North reflecting the shared drive requirement, the unsigned Subdivision Improvement Agreement, the record of the related Plan Commission Ordinance 2007-48, the relevant pre-design conference document of the Planning Department, current as-builts of the Marina parcel, and letters from the relevant residential landowners in support of removal of this impractical, unsightly, and unduly burdensome shared drive requirement.

Sincerely,

Stephen M. Werner, Esq.  
Manager, Werner Group, LLC

Page 1 of 1



0354 | Constitution Drive  
Lakeland, Indiana 47544  
Phone: (317) 888-8300  
E-mail: [info@lakelemonmarina.com](mailto:info@lakelemonmarina.com)  
Web: [www.lakelemonmarina.com](http://www.lakelemonmarina.com)

May 1, 2023

Monroe County Planning Department  
Attention: Planning Committee  
501 N. Morton St.  
Suite 224  
Bloomington, IN 47404

Dear Planning Committee,

In furtherance of our Rezoning Application **REZ-23-1** and in response to questions of the Committee and testimony and evidence brought forth in the matter, The Marina Group hereby presents a consolidated summary with attached evidence of why the requirement of a shared drive in this instance would be unsupported by the Monroe County Code ("MCC"), relevant portions of which are attached here as **Exhibit A**, and the Highway Department has made several errors of interpretation of the MCC. Also, we summarize why enforcement of this condition would actually prove unsafe for the public, contrary to the contentions of the Highway Department.

**1. Residential Single-Drive Requirement Not Applicable**

- a. **Use Conflict.** First, we believe the requirement cited in the original Rezoning that more than one driveway was mandated by Monroe County Code Chapter 755 to be incorrect (Requirement in **Exhibit A**, Section 2.0 of MCC 755). The fact is, the plot in question, owned by the Hamers, is not purely a "residential" lot to which this requirement should be applied because the easement on this lot includes a commercial access (use for a non-residential use). Thus, this plot should be considered **mixed-use** at best. In addition, the County is about to rezone (see <https://monroecounty.com/>) all of the residential plots in question here to a new designation of Suburban Development, which will remove 1-acre residential plot requirement (which is the only reason the Hamers were denied the frontage) and Marina will look at purchasing back this frontage and returning it to primarily commercial use.
- b. **Residential Drive not allowed to serve more than 2 single-family homes.** Secondly, the requirement to tie this existing driveway to be shared with a third single-family home (let alone a fourth commercial plot), violates Chapter 755-7(A)(4) of the MCC which prohibits any driveway from serving more than 2 single family homes (see attached **Exhibit A**).

2. **Residential Spacing Requirement Not Applicable.** The 150' driveway spacing requirement cited by the Highway Department (See **Exhibit B**) is **not applicable** because that requirement is for **Non-Subdivision** plots, not plots **within** a subdivision. No regular subdivision in the County could possibly comply with this requirement as regular subdivisions do not even typically have enough frontage to meet this requirement and we are not sure why it has been applied in this case. See attached **Exhibit C** for the adjacent subdivision (Wolffs I<sup>st</sup>) on Gray Avenue with driveways that are within 60 feet of each other. Either the County considers these plots part of a

Page 1 of 11



35341 Commodore Lane  
Lakewood, Indiana 47543

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E-mail: [info@laketennismarina.com](mailto:info@laketennismarina.com)  
Web: <http://www.laketennismarina.com>

subdivision or not. If they are not part of a subdivision, which is fine with us, then all requirement related to this being a subdivision must be reconsidered. There is no conflict with an adjacent or offset driveway on the other side of the road as mentioned in the MCC. We also question the measurement from center to edge, rather than center to center. Distances between existing drives have been safe (**NO accidents in 7 years**) and are almost at 120' (centerline to centerline) and 320' sight line to hill, which is close to requirements, closer than many homes around lake and in county.

3. **Sightline Requirement Update**

- a. As noted in the Highway Departments report and denial and post-facto Inspection Report dated April 7, 2023, there was some brush and trees impeding some of the sight line from this driveway, which have been removed, which has substantially increased the sight line. We ask the Highway Department to re-measure the sightline distance. **See Exhibit B.**

4. **Safety**

- a. **No Crashes (If it ain't broke, don't fix it)** We reviewed the last 7 years (the only years publicly available) of crash reports made by the Traffic Commission of the Monroe and there have been and there have been no crashes in this section of road in that entire time. See attached **Exhibit D.**
- b. **AAADT Inaccurate During Busy Season** The AADT number quoted by the Highway Dept. is an average over the entire year and is not accurate from May through September (which would be double that number, if not higher). We are working on providing evidence video and otherwise of this for the May 16 meeting.
- c. **6 possible lanes of traffic converging at one point** Merging 2 more residential plots to W into drive will create a virtual 6-way intersection with no stop signs in high season. **See Exhibit E.**
  - i. Traffic going W to Residential plots to W will cross E bound traffic into Trailer Park and Marina and Residential to E
  - ii. ~130 Marina Tenants + family, guests and community events. **See Exhibit F.**
- d. **High-vis signs** already provided mitigating sight line issues on both sides to increase visibility at night and in morning. See attached **Exhibit G.**

Sincerely,

Stephen M. Werner, Esq.  
Manager, Werner Group, LLC



3354 E. Northshore Drive  
 Cottonwood, Indiana 47440  
 Phone: (612) 638-6646  
 E-mail: info@lakeremarina.com  
 Web: www.lakeremarina.com

**Exhibit A**

**2.9 DRIVEWAY AND STREET INTERSECTION SPACING, SIGHT TRIANGLE CROSSING, GRASSY ISLANDS FOR PARKING, SIGNAGE, LEFT TURN LANE, ACCOMMODATION/CONSIDERATION TAPERS AND RIGHT TURN LANE**

Driveway and street intersection spacing is important to protect the safety of the public. If driveways and streets are not properly spaced and signed, vehicle accident and vehicle collisions can occur.

Adequate sight distance at a driveway or street intersection is essential to permit the safety of the public as well. The contractor setting the driveway location must be able to see sufficiently down the street to turn left or right and not impede the progress of vehicles on the street and to avoid a collision. The intersecting street or driveway should also be visible from the main street so that the engineer can design the street or driveway, signal and other traffic vehicles properly to avoid collisions with other vehicles.

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

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

**Driveway and Street Intersection Spacing**

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

| Driveway and Street Intersection Spacing (Minimum)  | Distance (feet) |
|---|-----------------|
| Residential Intersection to Primary Development Driveway  | 600             |
| Residential Intersection to Secondary Development Driveway (Right In/Right Out)                                 | 500             |
| Development Driveway Intersection to Primary General Drive (Parking or Outlot)                                  | 600             |
| Development Driveway Intersection to Secondary General Drive (Parking or Outlot)                                | 150             |
| Industrial, Non-Industrial, Commercial Driveway Spacing (between driveways or to nearest driveway intersection) | 150             |
| Commercial, Non-Development Driveway Spacing (between driveways or to nearest public intersection)              | 150             |
| Industrial, Non-Industrial, Public Driveway Spacing (between driveways or to nearest public intersection)       | 300             |

Table 2-1, Driveway and Street Intersection Spacing





9554 E. Northshore Drive  
 Unionville, Indiana 47388

Phone: (317) 928-6930  
 E-mail: info@laxemarina.com  
 Web: http://laxemarina.com

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

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

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

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

**Intersection and Driveway Sight Distance Criteria –**

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

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

| Posted Speed (mph) | Sight Distance (ft.) |
|--------------------|----------------------|
| 20                 | 115                  |
| 35                 | 190                  |
| 40                 | 445                  |
| 45                 | 500                  |

Table 2-2. Minimum Sight Distance for Driveway or Street on Collector and Arterial Roadways



9554 E. Northshore Drive  
Unionville, Indiana 47468  
Phone: (317) 938-0800  
E-mail: info@laxemarina.com  
Web: <http://laxemarina.com>

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

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

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

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

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

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

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

(c) drainage; and

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

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

(a) a mutual easement for ingress and egress;

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

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



9554 E. Northshore Drive  
Crownsville, Indiana 47448

Phone: (612) 938-8888  
E-mail: info@laxemarina.com  
Web: <http://laxemarina.com>

**EXHIBIT B**

| Signs Locations   | Sight Distance Required: |
|---|--------------------------|
| OK East, 318' West<br>303' Turning sight distance for westbound traffic | 335.0'                   |

*Removed* (with red arrow pointing to the table)

**Additional Comments:**  
Neighbors brush and trees across the road block sight distance to the west

Existing driveway entrance does not meet the sight distance requirements of Monroe County Code Chapter 755 and the Manual for Construction Within and Adjacent to Monroe County Right-of-Way nor is the safest location to access the roadway due to hill and curve to the west. Driveway entrance should be removed and access shall be relocated to share with 9554 & 9604 East North Shore Drive for sight distance requirements.

Driveway entrance does not meet the driveway spacing requirement of Monroe County Code Chapter 755 and the Manual for Construction Within and Adjacent to Monroe County Right-of-Way. Driveway entrance is 113' from the center of the driveway entrance to the edge of the existing driveway entrance to the east at 9554 East North Shore Drive.

**Summary of Approval: 11' West, 30' East**

Existing driveway entrance does not meet the sight distance requirements of Monroe County Code Chapter 755 and the Manual for Construction Within and Adjacent to Monroe County Right-of-Way nor is the safest location to access the roadway due to hill and curve to the west. Driveway entrance should be removed and access shall be relocated to share with 9554 & 9604 East North Shore Drive for sight distance requirements.

Driveway entrance does not meet the driveway spacing requirement of Monroe County Code Chapter 755 and the Manual for Construction Within and Adjacent to Monroe County Right-of-Way. Driveway entrance is 113' from the center of the driveway entrance to the edge of the existing driveway entrance to the east at 9554 & 9604 East North Shore Drive.

Remove existing driveway entrance. Monroe County Code Chapter 755, 755-11 Manual for Construction Within and Adjacent to Monroe County Right-of-way states that Residential lots are limited to a single driveway.

You may appeal the permit decision to the Board of Commissioners of the County of Monroe, Indiana within 30 days of the permit decision. Please see Chapter 755, Section 755-10. Click this link <https://moncoecountyin.gov/oncloud.com/categories/1054/record-types/0702> to apply.

I certify the information in this report to be true, accurate and complete to the best of my ability and the information given reflects the specifications listed in Monroe County Code Chapter 755 and the Manual for Construction for Within and Adjacent to Monroe County Right-of-Way that was approved in July, 2020, Cartograph and Crash History Reports.

Signature: *[Signature]* Date: April 7, 2023



9554 E. Northshore Drive  
Crownsville, Indiana 47428  
Phone: (317) 928-6900  
E-mail: info@laxemarina.com  
Web: http://laxemarina.com

EXHIBIT C





9354 E. Applebore Drive  
Lakeletts, Indiana 47429  
Phone: (317) 858-9300  
E-mail: info@lakemonmarina.com  
Web: http://lakemonmarina.com

**EXHIBIT D**

**[SEE ATTACHED CRASH MAPS FROM TRAFFIC COMMISSION FROM MONROE COUNTY GOVERNMENT FOPR 2016-2022]**



9554 E. Northshore Drive  
Unionville, Indiana 47468  
Phone: (617) 938-0800  
E-mail: info@laxemarinaind.com  
Web: http://laxemarinaind.com

**EXHIBIT E**





9554 E. Northshore Drive  
Unionville, Indiana 47388  
Phone: (617) 988-0800  
E-mail: info@laxemarina.com  
Web: http://laxemarina.com

### EXHIBIT F

#### Safety

- What the serial in page 4 of your report omits:
- 100+ trailer homes; heavy summer traffic; 1 entrance





9554 E. Northshore Drive  
Unionville, Indiana 47388  
Phone: (617) 938-0830  
E-mail: info@laxemarina.com  
Web: <http://laxemarina.com>

### EXHIBIT G

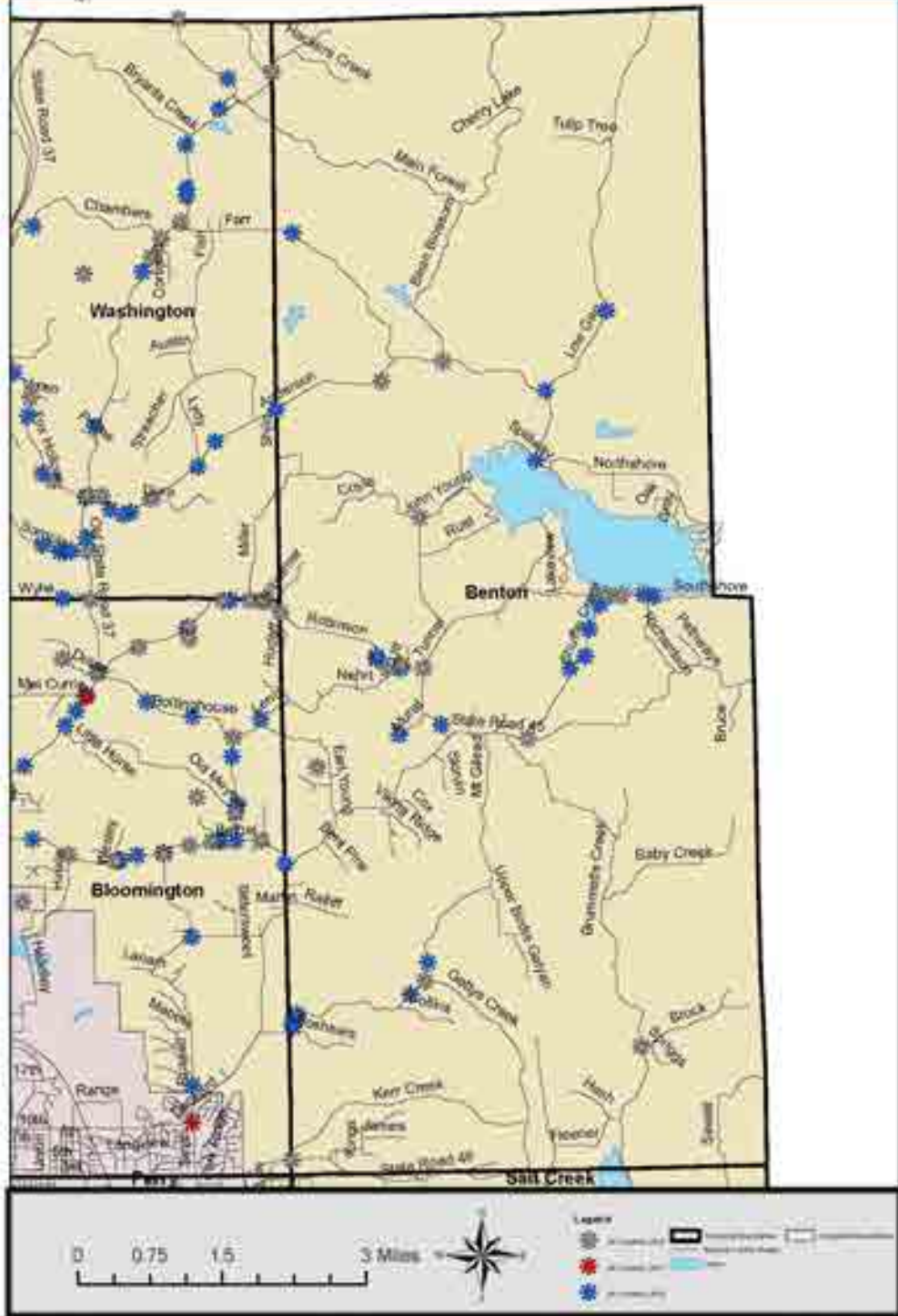
#### Safety

- View down hill with existing **HIGH-VIS pedestrian crossing sign**
- Sight line is not unobscured

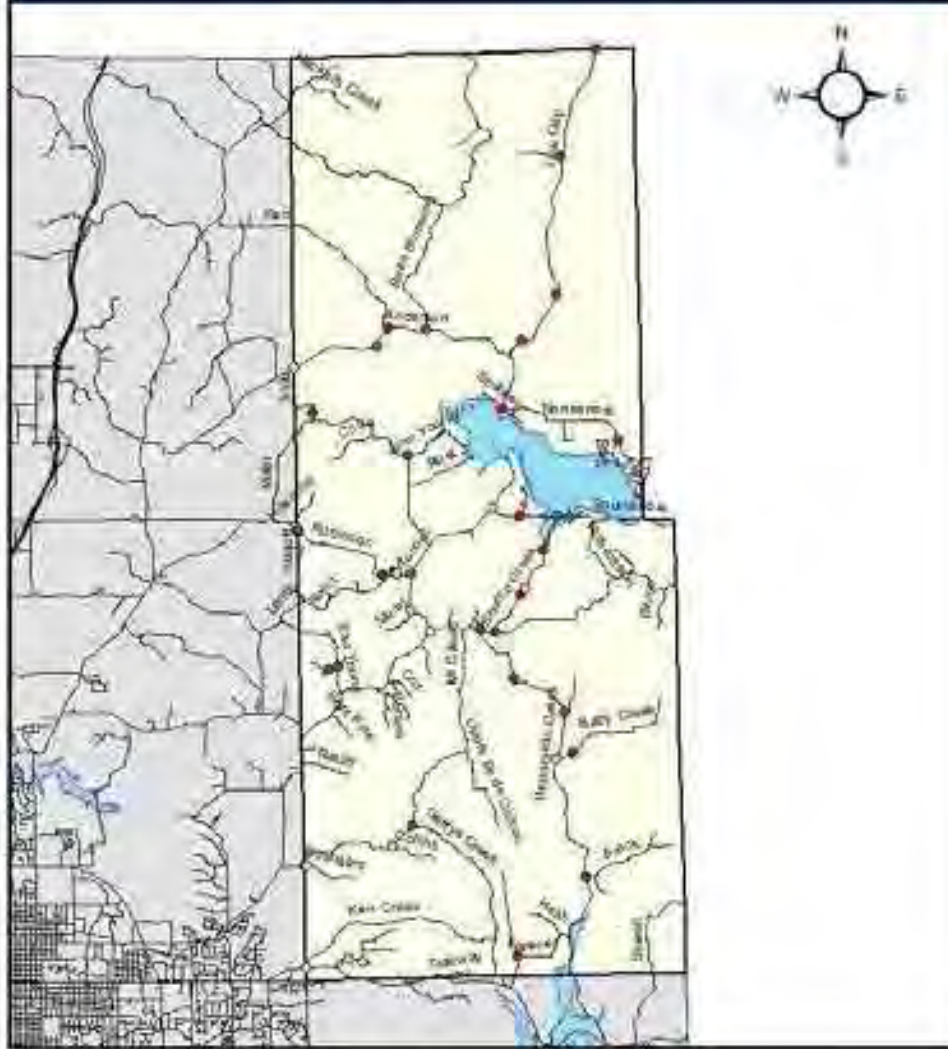




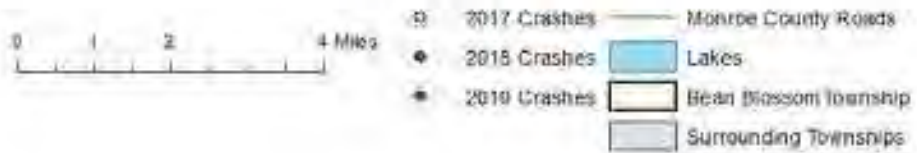
# All Crashes in Benton Township (2016-2018)



## Total Crashes for Benton Township (2017-2019)



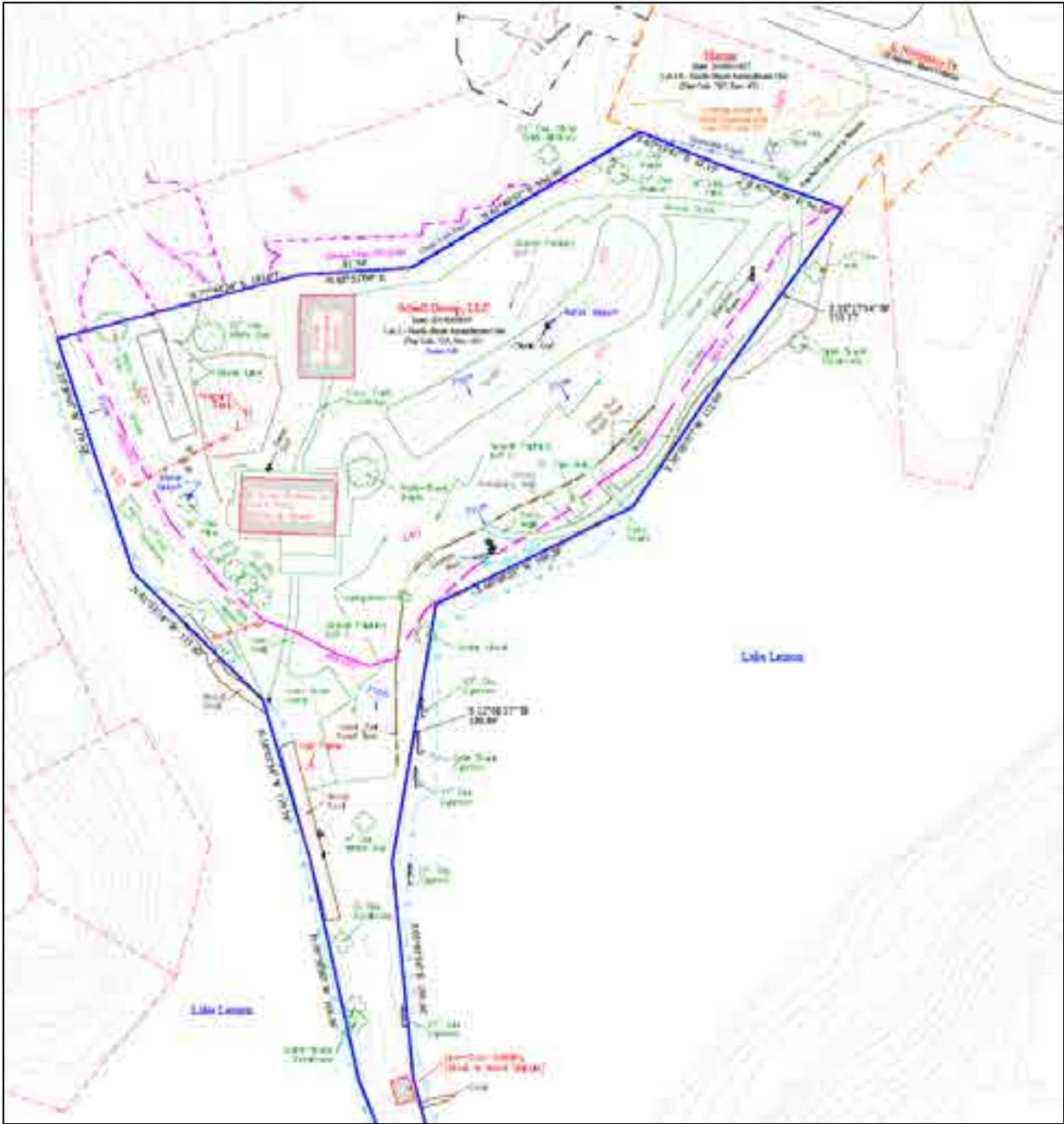
### Legend





**EXHIBIT 2: As-Built Survey**





**EXHIBIT 3: Ordinance 2007-48**

**PLAN COMMISSION  
ORDINANCE # 2007-48**

**Schell Group, LLC Rezone**

An ordinance to amend the Monroe County Zoning Maps which were adopted December 1995.

Whereas, the Board of Commissioners of Monroe County, Indiana, passed a zoning ordinance and adopted zoning maps effective January 1997, which ordinance and maps are incorporated herein; and,

Whereas, the Monroe County Plan Commission, in accordance with all applicable laws, has considered the petition to amend said zoning maps;

Now, therefore, be it ordained by the Board of Commissioners of Monroe County, Indiana, as follows:

**SECTION I.**

The Monroe County Zoning Ordinance is amended to read as follows:  
A part of the Northeast quarter of Sections 35, Township 10 North, Range 1 East, Benton Township, Monroe County Indiana, being 2 acres.

Request is to rezone from Limited Business (LB) to Estate Residential (ER).

**SECTION II.**

The following conditions of approval shall apply to this petition:

1. Access to proposed lots be provided by an ingress-egress easement at the existing petition site entrance or via an easement from another existing driveway cut. No new driveway cuts shall be allowed onto east Northshore Drive.
2. 10' Right of way dedication along E. Northshore Drive (Minor Collector)
3. The submitted site plan be amended to remove right-of-way dedication acreage from the minimum lot area count and reach compliance with the requirements of the Subdivision Control Ordinance, Chapter 456-28 (B).
4. The existing business use be brought into compliance with applicable site plan development standards (Chapters 406, 407, 411, 430) prior to recording any final plat.
5. The minimum first floor elevation (including basement) for any new building shall be 437.0 ft. MVD.

**SECTION III.**

This ordinance shall be in full force and effect from and after its passage and adoption by the Board of Commissioners of Monroe County, Indiana.

Passed and adopted by the Board of Commissioners of Monroe County, Indiana,  
this 7th day of December, 2007.

**BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA**

"Yes" Votes

"No" Votes

  
Iris F. Kinsling, President

\_\_\_\_\_  
Iris F. Kinsling, President

  
Joyce Pilling, Vice-President

\_\_\_\_\_  
Joyce Pilling, Vice-President

  
Patrick Stoffen, Member

\_\_\_\_\_  
Patrick Stoffen, Member

Attest:

Suzanne Newmann, Monroe County Auditor



**MONROE COUNTY BOARD OF COMMISSIONERS**  
**REQUESTED AGENDA INFORMATION FOR THE COMMISSIONER'S MEETINGS**

TITLE OF ITEM THAT APPEARS ON THE COMMISSIONER'S AGENDA: Ordinance 2007-48  
Schell Group, LLC Rezone from LB to ER

- **THE COMMISSIONERS WILL NOT ACCEPT THIS ITEM FOR THEIR BOARD OF COMMISSIONERS' MEETING IF THE EXECUTIVE SUMMARY IS NOT WRITTEN.**

The petitioner is seeking to rezone 2 1/2 acres of an existing 5.53 lot within the North Shore Subdivision located at 3024 E. Montmore Drive from LB to ER. In May of 2005, the Monroe County Plan Commission approved a three lot main subdivision creating two 1 acre lots and a remaining 3.53 lot for the existing business site. It is this remaining 5.53 acre lot which is seeking a rezoning of 2 acres to ER and remainder of 1.53 acres to LB zoning to contain the existing business use. The Plan Review Committee expressed concerns regarding traffic and level of service for Montmore Drive. Recommendations were made that the ability to accept septa systems must be demonstrated and the removal of the existing barn structure on site be supported. The Plan Commission unanimously approved this petition at the September 15, 2007 regular meeting with the conditions included in the ordinance.


DATE ITEM WILL APPEAR ON THE COMMISSIONER'S AGENDA: December 7, 2007

CONTACT PERSON: Jason Eakin PHONE NUMBER: 2564

PRESENTER AT COMMISSIONER'S MEETING (if other than contact person) \_\_\_\_\_

OFFICE/DEPARTMENT: Planning

HAS THE MONROE COUNTY LEGAL DEPARTMENT REVIEWED ITEM? Yes  No

SIGNED:  DATE: 11/30/07  
 (2 copies must be made: 1 given to Auditor's Office, 1 given to the Commissioner's Office)


OFFICE OF  
MONROE COUNTY PLAN COMMISSION  
COURTHOUSE - ROOM 306  
BLOOMINGTON, IN 47404

TO: THE COMMISSIONERS OF MONROE COUNTY, INDIANA

CERTIFICATION

I, Gregg Zody, AICP, hereby certify that during its meeting on September 25, 2007, the Monroe County Plan Commission considered petition #0707-REZ-06 for an amendment (Ordinance #2007-48) to the Monroe County Zoning Ordinance and made a recommendation to approve thereof, based on the findings, with a vote of 7-0.

This proposed amendment is being forwarded for your consideration pursuant to I.C. 36-7-4-604(a).

  
\_\_\_\_\_  
Gregg Zody, AICP  
Planning Director

11/30/07  
Date



**EXHIBIT 4: Plan Commission Minutes – September 25, 2007**

**Notice of Public Hearing**

The Monroe County Plan Commission will hold a public hearing on Tuesday, September 25, 2007, at 6:00 PM, in Courthouse - Meeting Room 315, Bloomington, IN, to consider the following agenda & requests regarding the following described properties in Monroe County, IN:

**CALL TO ORDER**

**ROLL CALL**

**INTRODUCTION OF EVIDENCE**

**APPROVAL OF AGENDA**

**APPROVAL OF MINUTES**

August 21, 2007 Regular Meeting

**OLD BUSINESS:**

1. **0706-REZ-05** William Parks Rezone from LB to GB, two parcels on 1.88 acres. Located in Richland Township, Section 13, Plats 26 and 36, at 3536 W. Pyramid Court.

**NEW BUSINESS:**

**MONROE COUNTY COMPREHENSIVE LAND USE PLAN UPDATE**

**RURAL COMMUNITY PLANS UPDATE**

**ALTERNATIVE TRANSPORTATION AND GREENWAYS SYSTEM PLAN UPDATE**

1. **0706-REZ-02** Slaven/Freeman Fields Lot 29 Rezone from AG/RR to LB, 1 parcel on 2.5 acres. Located in Clear Creek Township, Section 15, Plat 27. Located at 8805 S. Adah Ave. Zoned AG/RR. (Continued by staff)
2. **0708-SMN-13** Grace Hillenburg Minor Subdivision, Sidewalk waiver for 2 lots on 4.96 acres. Located in Perry Township, Section 21 Plat 87. Located at 4900 S Old State Rd 37.
3. **0706-SPP-04** Benchmark Subdivision, Preliminary Plat for 21 lots, 3 parcels on 54.12 acres. Located in Clear Creek Township, Section, 6, Plat 16. Located at 7187 S. Ketcham Road. Zoned AG/RR.
4. **0707-REZ-06** Schell Group, LLC Rezone Request from LB to ER, 1 parcel on 5.53 acres. Located in Benton North Township, Section 35, Plat 126. Located at 9554 E. Northshore Drive. Zoned LB.

**0707-REZ-06** Schell Group, LLC Rezone Request from LB to ER, 1 parcel on 5.53 acres. Located in Benton North Township, Section 35, Plat 126. Located at 9554 E. Northshore Drive. Zoned LB.

**BOARD ACTION:**

Pittsford read the petition.

**STAFF ACTION:**

(Eakin) Just in the event anyone has a similar acreage question, in your packets, my packet says 2 acres, plus or minus, so I am going to blame Mr. Gates.

(Pittsford) Why is the agenda always different from the...because I read from the agenda; that's what is supposed to guide us, and then I look at the presentation and it says 2 acres, plus or minus; this says 5.

(Zody) President Pittsford, we're going to have a discussion about this tomorrow in the office.

(Pittsford) This concerns me almost as much as the same map not matching the comprehensive plan language.

(Irvine) Jerry, they're just playing with you and it's fun. You're going to take all the pleasure out of this.

(Eakin) Just to clarify, we are looking at 5.53 acres with this petition site. The petition request is to rezone 2 acres of a 5.53 acre tract, which is probably the nature of the discrepancy. The intent will be to further subdivide the two acre tracts at a later date for single family residential use. That's the Estate Residential zoning district which allows one acre minimum lot sizes. This petition site, as you stated, is on East Northshore Drive on the north side of Lake Lemon, obviously. This is within the Lake Lemon conservancy district boundaries as well. As you can see, the current zoning designation is Limited Business for this site. This is the site of the Schell Marina property which has been before you recently regarding a subdivision and rezone request prior to that for the properties you see zoned Estate Residential to the east along Northshore Drive. In the vicinity you can also see Suburban Residential was the zoning of choice in the district. The reason being that most of those lot sizes you see there are well below one acre minimum lot size which is the designation of Suburban Residential. That is to coincide with the early plan at Lake Lemon for cabin rentals, fishing cabins and so on. Immediately adjacent to the north on Northshore is the Knob Hill Campground which has been in existence since the 60's. Once you head out of the Lake Lemon immediate district, in the conservancy district boundaries, you get into Forest Reserve. This is just west of the Brown County line. This is an overview of the comprehensive plan designations for the area. This site is within the Conservation Residential district. You have public open space which is most of the Morgan-Monroe State Forest further north, Rural Residential west of Lake Lemon. Then once you hit State Road 45, most of it to the south falls into the Lake Monroe watershed, and then everything north heads into the Lake Lemon. This just further indicates that it is Conservation Residential in that district. This is an aerial of the site; you can see there is a peninsula and boat docks out in the water as well as boat storage which takes place on the existing lot of record. The petition site is on the northern side immediately abutting Northshore Drive. The hash area was a rough drawing I put in with the aerial overlays to try and give you a concept of what 2 acre lots would look like on this site. It is not exactly to scale so that could be slightly off in certain areas. But you can see that the topography is relatively flat on top. There is some steeper drainage into a little drainage channel that feeds into the lake on to the west. There is a pretty significant issue on Northshore at this site of the petition and you will see that in Staff's conditions, since I will go around and read it this time.

Based on the Findings of Fact, staff recommends the Plan Commission forward this request to the County Commission with a positive recommendation subject to the conditions of the County Highway Engineer and County Drainage Engineer and the following conditions:

1. Access to proposed lots be provided via an ingress/egress easement at the existing petition site entrance. No new driveway cuts should be allowed onto E. Northshore Drive.
2. 30' Right of way dedication along E. Northshore Drive (Minor Collector)
3. The submitted site plan be amended to remove right-of-way dedication acreage from the minimum lot size count and reach compliance with the requirements of the Subdivision Control Ordinance, Chapter 856-28 (B)
4. The existing accessory apartment(s) use being conducted in the principal business structure be vacated prior to recording any final plat.
5. The existing business use be brought into compliance with applicable site plan development standards (Chapters 806, 807, 815, 830) prior to recording any final plat.

(Eakin) We felt that Condition No. 4 regarding the removal of accessory apartments or the vacation of the use of some accessory apartments within the existing business structure was not feasible given that the nature of this specific request and the provisions of the pre-existing non-conforming use chapter. We can go into that later if you like. It's fairly complex and I'm still a bit perplexed a bit by it but we feel confident that at a later date, at the time of subdivision, we can address that particular issue when we get into the siting of septic for the subdivision and the use areas and the buffering and so on. We think that will be something we would like to address at a later date. So Staff is recommending to strike Condition No. 4.

#### Findings:

- The petition site is located in the Conservation Residential land use. The Comprehensive Plan states the following with regards to Conservation Residential:

*This category recommends limitations on development within the environmentally sensitive watersheds of Monroe Reservoir, Lake Lemon and Lake Griffin. It is established to provide a residential option while protecting the lakes and the water supply resources of the County. There are approximately 9,000 acres of land in this category.*

*With the exception of The Pointe development on Monroe Reservoir, these sensitive areas generally do not have public water and sewer services. Access is limited by narrow, winding roadways. Development at higher densities would require a significant investment in roadways, water, sewer and other public services. Most of these areas are heavily forested and have rugged topography making development at higher densities difficult and potentially expensive and environmentally damaging.*

*In general, critical water supply watersheds and areas of steep topography are not encouraged for development. Where development occurs, it should be for large lot residential uses with a minimum lot size of five acres. In reviewing subdivision and site development proposals, the County Plan Commission should consider the following criteria:*

- Public services or improvements are not recommended for these areas.
- Regulations should be adopted regarding erosion, drainage and vegetation management.

- The present zoning is Limited Business (LB) for the 2-acre petition site which would be inconsistent with the Conservation Residential recommendations.
- The requested zoning of Estate Residential (ER) would also be inconsistent with the recommendations of the Conservation Residential land use area of the Comprehensive Plan.

**(B) Current Conditions and the Character of Current Structures and Uses in Each District:**

**Findings:**

- The current condition and character of the site is a marina with accessory structures and on site boat storage.
- Adjacent uses are small lot, single family residential to the east and west on the south side of E. Northshore Drive, many of which are vacation properties and not year round occupancy.
- The property immediately to the north (Knob Hill Campground) is a legal, pre-existing, non-conforming campground use.
- The character of the area is a mix low density residential in areas not immediately surrounding Lake Lemon, small lot single family residential with acreages ranging from 0.14-5 acres fronting along Lake Lemon and recreational uses (i.e. Lake Lemon Marina) given its proximity to Lake Lemon.

**(C) the Most Desirable Use for which the Land in Each District is Adapted:**

**Findings:**

- The most desirable use for the site is residential low intensity use, as its intensity would be lower than the current boat storage use which is medium intensity.
- The proposed zone, ER, is compatible with surrounding residential uses and brings the site closer to conformity with the recommended land use plan designation of Conservation Residential.

**(D) The Conservation of Property Values throughout the Jurisdiction; and**

**Findings:**

- The conservation of property values throughout the jurisdiction should be preserved as the petitioner is seeking to bring the petition site closer to conformance with the recommended land use for the area and proposes a use more consistent with existing adjacent residential development.

**(E) Responsible Development and Growth**

**Findings:**

- While the Plan is clear about encouraging residential uses at five (5) acres, this petition site is decreasing the intensity of a use of Limited Business (Marina) down to two single family residential use areas.
- The request promotes continuity with adjacent uses and their relative density

- North Shore Drive, which is classified as a Minor Collector Road with a Level of Service of "A", would be decreasing the Vehicle Trips per Day as opposed to a higher intensity use such as a Boat Storage/Marina use, which is a Medium Intensity use.
- The proposed removal of a large dilapidated structure on site and replacement with a more modest structure as a result of the approval of this petition will also result in a decrease in the intensity of business use in the area.
- Mound Septic permits have been approved for the petition site.

(Eakin) This is the site plan. As you can see, the two one-acre lots are on the north side. The business building is located more central to the site. There is a large structure that was used previously, the barn storage structure; I can let the petitioner speak to some of that; part of his initial conversations with Staff was that that would be removed and the construction of a new barn facility be put in place on the business lot itself. So that structure is proposing to be removed. This is an aerial view of the site; it's down in the right hand corner you see here. There is the Knob Hill Campground north of the petition site. Again, you can see the boat docks and the marina business use. On the north side where the actual petition is taking place to rezone the two acres, it is Staff's understanding in conversations with the petitioner, which I will let him to speak to these as well, there were some mobile home use there, or short term camping use, something to that effect, and that has been removed since he has taken ownership for the property. It is presently being used for boat storage at times. This is an alternate view looking back across the lake. Again, Knob Hill Campground is located here; petition site is here. The reason we include this photo is to give you an idea of the reason behind Condition No. 1 which is to encourage the new residential lots that would be subsequent to this rezone approval to use the entrance which has much better site distance than being located in close proximity to the curve along Northshore Drive. I wish Bill Williams were here to speak to that. I have had conversations with him but can't speak for him; however, he did not have any opposition to Staff's condition in our last conversation. These are some on the ground photos of the site. This is looking towards the curve I was just speaking of which would be westbound on Northshore Drive. This is the barn structure which is proposed to be removed. In the bottom left hand corner would be looking eastbound on Northshore which does have good site distance to the east. This is the petitioner's new home site which was recently part of the subdivision and rezone approvals they just received. Just a couple more images here. Again, this is the barn to be removed; this is the current business structure which has the apartments on top and the business use underneath. This is the boat docks and a couple other views of the existing building. That is Staff's presentation. At this time I would be happy to answer any questions if you have them.

**BOARD DISCUSSION:**

(Montgomery) Jason, are they okay with the Staff's recommendations to your knowledge?

(Eakin) To my knowledge. We have spoken about them. I would let the petitioner

answer some of those questions.

**PETITIONER:**

(John Schell) I am John Schell and this is my wife, Laura, sitting next to me. We've been at the marina five years now; we've accomplished a lot, not as much as we hoped to. Five years ago, we bought a pig's ear and we're still working on turning it into a silk purse. I've always wanted to make all of the improvements that the county asked us to make, including pavement, and with approval of this I think we can afford those improvements, finally, and finish this silk purse. In the five years, we've done an awful lot to decrease the amount of activity on the site. It is an extremely irregular piece of ground and you gave us permission a couple of years ago to eliminate from the marina ownership the two points of ground and we have successfully sold one of those to a happy couple from Chicago and we have purchased one and we're happily building on it. The hilltop has been a notorious catchall ever since the marina was built and in the 80's they received permission to put 20 RV's up there. And they put in a sub-standard sewer, sub-standard water and a sub-standard electrical delivery system. There was a loop, a drive, that served it and people lived happily up there for a long, long time. It was about half occupied when we purchased the marina and the sub-standard had gone to failure, so we removed them all. But we still consider our business mission as providing lake access to people. We see bicyclists, hikers, motorists, kayakers sailors and families owning power boats. And the length of time they want to stay out there is a big variable from a ten minute photo op out on the point to a week on a house boat. Recently, one of our tenants had been forced because of age to sell his little cabin cruiser and he very much wants to stay in one of our apartments. We have put in those apartments for this period of time because we had no place else to live. But vacating and moving to our home we have always seen them as \_\_\_\_\_ the business plan. We appreciate the approval that Staff gave us and the conditions that Staff gave, as I understand it, are all reasonable ones, particularly with elimination of the apartment restriction. I really respect Bill Williams and I am sure we will work out, to his satisfaction and his permission, some sort of access onto the site. Ironically, the original Northshore Drive came straight south, did not turn, and went clear up \_\_\_\_\_ south around the bay and then returned on the Brown County side. That was when the marina and the campground, which was pointed out, were all under one ownership. Just before we purchased the marina, the homeowner who owned the marina, who lives immediately north decided a sliver of the corner back to himself, so he had access to Northshore Drive. That is what has hurt us right now and I think, perhaps with his cooperation, and I think certainly with Bill's permission, we will permit something up there. It is not easy to allow access off the marina entrance because the marina is a gated community, so to speak, and that would put the homes and the home access on the wrong side of the gate. The 30 foot easement makes perfect sense and I have already instructed our surveyor to make those changes in ground area calculations. I could say one more thing in discussing the apartments. We have gone already to the expense of completely gutting the four efficiencies that were there and putting in just two units, occupying twice the space, so we essentially downloaded by half those apartment capacities. At the same time, we put in complete ADA complying restrooms for them with central heat and air. It was a considerable investment, we did not realize that we

might lose them later on. Additionally, just last fall we had to put in a brand new mound system to handle that building and at that time the County Health Department sized that mound for those residential units and the public restrooms which we have in the office. Thank you.

QUESTIONS FOR PETITIONER:

(Martin) I am trying to remember how we did this. The little kind of thing that kind of juts out there, that one right there, that, as I recall, I can't quite tell, the current access to the marina comes off of a driveway and doesn't the access to that lot also come off of the same driveway that the marina comes off of?

(Schell) There is a hugely overgrown sort of road access at the bottom of the hill, directly across from the trailer park. The home has a dedicated driveway which shares the curb cut, if that makes any sense. Jason, if you can get in there with a photo. This is an enormous rough \_\_\_\_\_, (away from microphone) Since this was photographed there have been two planters placed on either side of the electronic gate and on the east side of the east planter the driveway enters this home site.

(Martin) Okay.

(Schell) (Away from microphone) It will be possible, perhaps, for Bill to say we're going to go to the west side of the west planter and drive up the hill for an easement. That ground is owned in cooperation with both points. We had to add that ground to get those points up to one acre minimums.

(Martin) Right. That's what I remember. That driveway actually sits on a piece of property which is zoned ER with those two things, those two points to get the right size. So they are actually part of one of those lots.

(Schell) Yes.

(Martin) Okay. So there is an easement across that western lot which is used by the business at this point in time. Is that correct?

(Schell) Yes.

(Martin) Okay, so the only question is whether or not that same easement can service these other two lots and how all that would have to work out to be dealt with. How far from the roadway is that gate that you've installed where these planters are?

(Schell) I would estimate 40 feet.

(Martin) Okay.

(Schell) Which would probably place it about 10 or 15 feet from the right of way,

(Martin) So it is really right right in there, isn't it?

(Schell) Then there is also a complication that there is a big culvert under the ground there that is a \_\_\_\_\_

(Martin) Yes, that goes right underneath the road there. Can you see the gate there; is that what you can see?

(Schell) Yes. *Away from microphone...* It is a horizontal sliding gate that runs back this way and comes over across... there are planters here now, and here and this is the curb cut to the home.

(Martin) Okay. Now I've got it. So, effectively, to use that area as access for two lots up on that hill, that gate is going to have to get moved.

(Schell) Don't say that.

(Martin) If that's what we say, that's what you're going to have to do and the question is, the other alternative would be to go and work something out with Bill that would allow you to get access in a reasonable way off of Northshore Drive for these two.

(Schell) Yes, and our neighbor might affect that. Our negotiations with our neighbors could really affect that because historically that was the neighbor's. He just mentioned it because you can see his south-west running driveway was crossing the narrow land. It didn't matter when he moved in it occurred after he sold it. So he ripped that off. He might flexibly look at that and let us...

(Martin) So that could possibly turn out to be an access point which is already an access point.

(Schell) Yes.

(Martin) Okay, so that's another alternative.

(Schell) If was the historic main access point.

(Martin) Okay.

(Pittsford) If it has to go on the other side of the gate, is there not a possibility of giving the two properties access to the opening and closing of the gate?

(Schell) There is that possibility.

(Pittsford) Certainly the boat owners have access to the opening and closing of the gate.



(Schell) Yes, they use a credit card with a reader and that could be provided. The homeowners ... you get into the pizza delivery dilemma.

(Pittsford) True. Do they deliver out there?

(Schell) No, maybe that's at the gate.

(Pittsford) I don't think it is an insurmountable obstacle. It may be an inconvenience but it is not insurmountable.

(Martin) The removal of that one building which would straddle these two lots – that's not a problem?

(Schell) No, I've wanted to eliminate it since the day we got there. It has a bad roof, no floor, bad walls and it's in the wrong spot.

(Martin) So this will be a good thing.

(Schell) It's a good thing. We will ask Planning to approve approximately a third to a half size barn approximately eight feet below in grade that barn, which will have utilities and a dry roof.

(Martin) That would be part of the business activity.

(Schell) That will be storage for the business. The business does not do any traditional boat repair work any longer.

(Martin) Okay, thank you.

REMONSTRATORS: None

SUPPORTERS: None

BOARD DISCUSSION:

(Martin) I've got a question for Staff regarding that structure which is going to bridge these two lots. Is that something we have to deal with now or is that dealt with at the time of the subdivision of the property?

(Eakin) I would say it can be done at the time of subdivision, the development plan.

(Martin) Okay. So the only things we have to worry about now are these conditions you've got here and any change we might want to make to that eminent aspect.

Martin moved and Newlin seconded the motion in case 0707-REZ-06 to forward this request to the County Commissioners with a positive recommendation subject to the

conditions of the County Highway Engineer and the County Drainage Engineer and the following conditions:

1. Access to proposed lots be provided by an ingress-egress easement at the existing petition site entrance or via an easement from another existing driveway cut. (That would give him an opportunity to work this thing out with the neighbors as they would need to agree on this.) No new driveway cuts shall be allowed onto east Northshore Drive.
2. As stated
3. As stated
4. Delete condition number 4.
5. Make condition number 5 condition number 4.

**FURTHER DISCUSSION:**

(Elmright) There is a driveway at the top of the curve, so here that goes to the adjoining lot that's on the north of this. The goal is changing of Conditions No. 1 would allow them to run this existing driveway easement for these lots as well?

(Martin) Yes. That would give him another way to access those without crossing another cut, but he would have to make an arrangement with the neighbor who owns that.

The motion in case 0707-REZ-06 carried unanimously.

**0707-PUO-01 Wheeler Mission, Rezone/Outline Plan from AG/RR to PUD, ten parcels on .281 acres. Located in Washington and Benton North Townships, Sections 24 & 25/ sections 18 & 19), at 7790 Fish Rd. Zoned AG/RR.**

**BOARD ACTION:** Pittsford read the petition.

**STAFF ACTION:**

(Lapke) Usually that is a star but apparently the GIS didn't decide to make it a star on here, so pardon me, I wasn't going for random characters. Out here off of Fish Road, just north of Anderson there across from the old landfill and based on the findings of fact, Staff is recommending the Plan Commission forward the petition to the County Commissioners, as this is a rezone and outline plan, with a positive recommendation with the following condition:

**Condition:** That approval be subject to the conditions proposed by the County Highway and Drainage Engineers

Basically the reason that the camp and Wheeler Mission is coming with this petition is twofold. Number one, the Mission applied for a variance and I think we heard that back

**Notice of Public Hearing**

The Monroe County Plan Commission will hold a public hearing on Tuesday, March 18, 2008, at 6:00 PM, in Courthouse Meeting Room 315, Bloomington, IN, to consider the following agenda items & requests regarding the following described properties in Monroe County, IN:

**CALL TO ORDER**

**ROLL CALL**

**INTRODUCTION OF EVIDENCE**

**APPROVAL OF AGENDA**

**APPROVAL OF MINUTES**

February 26, 2008 Regular Meeting

**OLD BUSINESS:**

**NEW BUSINESS:**

**MONROE COUNTY COMPREHENSIVE LAND USE PLAN UPDATE**

**RURAL COMMUNITY PLANS UPDATE**

**ALTERNATIVE TRANSPORTATION AND GREENWAYS SYSTEM PLAN UPDATE**

1. <sup>P210</sup>  
0712-PUD-04 <sub>by</sub> **Foret Clair Rezone/Outline Plan** | lot on .95 acres. Located at 2125 S Curry Pike. Van Buren Township section 12, Plat 113. Zoned IL. <sup>3215</sup>  
<sub>by</sub>
2. 08-RD-06 **Monroe Hospital Road Name Change Request.** Request to change road name from Tiwari Blvd to Monroe Hospital Blvd. Perry Township Section 19.
3. 0801-SVA-01 **Schell Group, LLC Preliminary Plat, Amendment 1,** 1 parcel on 5.41 acres. Located in Benton North Township, Section 35, Plat 126. Located at 9554 E. Northshore Drive. Zoned LB & ER.

at 9554 E. Northshore Drive. Zoned LB & ER.

**BOARD ACTION:** Pittsford read the petition.

**STAFF ACTION:**

Eakin: Just one quick item of correction. It was sort of a late addition and then it's been subsequently stricken. It's the sidewalk waiver request. It came up late in the review process on part of staff's review but in talking with the petitioner he initially thought of a sidewalk waiver but has reconsidered that and is going to move forward with the petition including sidewalks or an alternative transportation element. That's not for consideration so you would go ahead and disregard that portion of the packet. This is a preliminary plat amendment to a subdivision that has been through here and recently was rezoned two acres to Estate Residential. In this case staff is recommending that we approve this preliminary plat amendment with some specific conditions along with those within the Highway and Drainage Engineer's reports. I will just run through these conditions real quick.

### **RECOMMENDATIONS**

Approve the Preliminary Plat Amendment subject to the requirements of the Monroe County Highway and Drainage Engineers' reports including the following:

1. Access to proposed lots 3 and 4 provided via a 25' minimum ingress/egress easement at the existing petition site entrance. No new driveway cuts should be allowed onto E. Northshore Drive.
2. 30' Right of way dedication along E. Northshore Drive (Minor Collector)
3. The existing business use is brought into compliance with applicable site plan development standards (Chapters 806, 807, 815, 830) prior to recording the final plat.
4. A grading permit be submitted and approved for the grading activity that has already taken place along the Lake Lemon frontage.
5. Sidewalks or an alternate circulation route shall be installed along E. Northshore Drive along Lots 1 – 5 of the North Shore Subdivision.

### **FINDINGS OF FACT - MAJOR SUBDIVISION**

#### **850-3 PURPOSE OF REGULATIONS**

(A) To protect and provide for the public health, safety, and general welfare of the County.

#### **Findings**

- The petition site is located on North Shore Drive, which is classified as a Minor Collector,
- The site gains access via an existing driveway presently being utilized by the Lake Lemon Marina
- There is a 12 foot access easement providing access to Lots 3 and 4 from the existing driveway.
- A private drive to be used by four dwelling units or less has a required

Eakin: Street trees are required. That's a platting requirement. We can also make that a condition if you like. This is located on the north side of Lake Lemon. The property is currently zoned Limited Business and a portion on the northern side is now zoned Estate Residential through that recent rezone petition. As you can see a majority of the surrounding zoning is Suburban Residential which is that very restrictive single family residential zoning district with a mix of lot sizes within it. And to the north up North Shore Drive is mostly Forest Reserve zoning. The Comprehensive Plan calls for Conservation Residential. You can see the entire district is designated as such. However the rezone request was approved to Estate Residential which in part is in conflict with that Conservation Residential designation. Some aerials of the sites just to give you a feel for it. The Nob Hill Camp Ground is north of the petition site. There is some subdivision, small lot development which we see a lot of out at Lake Lemon and then the marina you can see here and then here is a little close up of the actual petition site where the two residential lots are now proposed. And you can see the business activity to the south of that. Here is some of the Pictometry just to give you a perspective looking south at the petition site. Again you can see Nob Hill located here. It's mostly rural surrounding it but this area in this point here is fairly well built out with a lot of smaller homes and vacation homes. There is certainly a mix of residential and second homes in the area. This is a look to the north. Again, you can see how wooded it is further north. This alludes to some of the conditions you see in the packet. This is a structure that was recently started on the petition site. Staff and the Building Department did have to place a Stop Work order on that until we could get an approved site plan in on that project. We will be working with the petitioner and this will be a condition as part of this approval. In the upper right hand corner is some of the Lake Shore activity that we've seen – the grading activity. There are also some additional pictures in your packet. In the middle is the existing entrance. That will serve the two new residential lots which are being proposed as well as the business activity. What will happen is – and I will let the petitioner speak to this as well – as you enter the main entrance you will make an immediate right and take a 25 foot easement to the right which will drive up the hill almost running like a frontage road along North Shore Drive. You can see the seasonal difference here. I took this picture from the original rezone petition but this is looking to the east on North Shore Drive. The truck is at their existing entrance. So the site distance is much better in that location. And the plat is not **in there**. So the plat is in your packet. I will work on adding that during the petitioner's commentary.

#### PETITIONER:

John Schell: I'm John Schell. I'm the only Schell in the group tonight. Jason has helped me struggle through a very long project which none of us saw taking this amount of time. Just two days ago I had a conversation with one of my neighbors and we were standing along North Shore Drive and a truck went by and hit several pot holes and scared us all and sprayed us all and I realized I need to buy sidewalks. That's why the request for the waiver has been removed. We're doing the best we can out there. We're going to make this place lovely. Part of the program, however, requires selling off a little bit of land in order to generate enough capital to make it lovely. That's why I'm here.

#### QUESTIONS FOR PETITIONER:

Kiesling: These are one acre lots?

Schell: Yes, two one acre lots.

Kiesling: How is it served? By septic or what?

Schell: Mound septic and permits are on file.

Martin: I remember when we looked at this once before we had these questions about access and how you're going to get in and out of here and what was the deal with your gate and how the gate was going to work with the road.

Schell: We're not removing the gate but we are locating the gate. So these lots will have free access. The gate will be to the south of the new access road.

Martin: So the gate is going to just block off the marina area and these will have free flow in and out.

Schell: Yes.

Martin: And then there is an access easement - a large easement - that serves these three lots. Does it also serve part of Lot 1-A to the east a little bit? Are they served off that same easement?

Schell: This lot owns this land up to one acre

Martin: Okay; that's right. Now I remember. And then everybody else has an easement across that portion of the lot. Okay. The building you started the work on - is that the one that's in the middle - that one right there?

Schell: It replaces that one.

Martin: Right. And you tore the other one down?

Schell: Yes.

Pittsford: Is it Lots 3 and 4 that are being created?

Schell: Yes.

Pittsford: Okay. Because I remember doing 1-A and 1-B down here.

SUPPORTERS: None

REMOINSTRATORS: None

#### BOARD DISCUSSION:

Martin: Mr. Williams, there is on this plat this 25 foot easement on Lot 3 which is the access for Lot 4 and now we're talking about some kind of sidewalk or side path. Do we have enough room in there to put that driveway in there and the side path in there and keep people off that road so when trucks go into the potholes people on the sidewalk don't get sprayed with who knows what?

Williams: I'm not going to guarantee you about the pothole spraying but I do believe that there is enough room for the amenities that you're talking to be placed in there provided that probably sidewalk - more than likely - I'm sure John will probably want to put that on the back side, the furthest away from the roadway and try to keep the access - the twelve foot wide, ten foot wide driveway close to that. So I think we'll be in good shape.

Martin: Okay and please work on those potholes.

Williams: We will definitely do that once the plant opens up.

**Martin moved and Enright seconded in case 0801-SVA-01 to approve the preliminary plat amendment subject to the requirements of Monroe County Highway and Drainage Engineer's reports and the 5 conditions in the staff report. I will again note that the request for a sidewalk waiver has been withdrawn by the petitioner.**

Pittsford: The only thing I would add is thank you, Mr. Schell for taking a moment to reflect on that incident and come up with what we feel is the right decision.

**The motion in case 0801-SVA-01 carried unanimously.**

**EXHIBIT 5: Driveway Permits – November 2016**



**Monroe County Highway Department**

501 N. Morton Bm 216  
Bloomington, IN 47404  
(812) 349-2355

**DRIVEWAY PERMIT**

**PERMIT #2016272**

ISSUED TO: JOHNSON, KRAIG & SUNI  
FOR DRIVEWAY AT: 9548 NORTSHORE DR E  
OWNERS NAME: JOHNSON, KRAIG & SUNI  
3674 E MILKHOUSE RD  
MOORSVILLE, IN

**REQUIREMENTS**

**DRIVEWAY WITH SWALE IS APPROVED:** Construct a swale that allows water to drain across the driveway and away from the county road. See reverse side of permit.

This lot has access through a private road system. This permit is issued for the entrance at the road only.

A minimum of three hundred (300) feet sight distance both directions is required.

Two (2) foot dirt shoulders required.

All areas disturbed by construction must be seeded and mulched to prevent erosion.

Drainage ditches must be constructed to blend uniformly with the edge of pavement and original ground.

A turn around area is required so no vehicle must back out onto county roads.

It is the responsibility of applicant to make provisions for relocation of utilities which are in conflict with new driveway or subdivision road.

I AGREE TO CONSTRUCT MY DRIVEWAY TO COMPLY WITH THE ABOVE REQUIREMENTS.

SIGNED *Suni Johnson* DATE 11-17-2016

THIS PERMIT IS VALID ONE YEAR FROM 11-17-16 BY BA

*Lisa Ridge*

Lisa Ridge,  
Public Works Director



Permit # 2016092  
 Date Issued 11-14-16  
 Application# 51833

**Driveway Permit Application**

Complete and return to: Monroe County Highway Engineer  
 501 N. Morton Street, Suite 216  
 Bloomington, IN 47404  
 Phone: (812) 349-2555 Fax: (812) 349-2059

**PLEASE FILL OUT #1 THROUGH #10 COMPLETELY**

1. OWNER'S NAME JANSEN, KRAC & SON
2. OWNER'S PRESENT ADDRESS 3074 E MILLHOUSE RD. HOOSIERSVILLE, IN
3. ADDRESS OR LOT # AND ROAD NAME OF PROPOSED DRIVE TO BE INSPECTED  
(If no address yet give directions to box #10)  
9548 E. HOOSIERSVILLE DR. HOOSIERSVILLE, IN
4. PHONE 317-374-1201
5. TODAY'S DATE 11/14/16
6. CONTRACTOR \_\_\_\_\_
7. PARCEL NUMBER  
Or Tax ID # 58-01-35-100-017-004-003
8. SIGNATURE [Signature]

9. DRIVEWAY CLASSIFICATION - Check all boxes that apply to your drive.
- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Residential | <input checked="" type="checkbox"/> New Driveway | <input type="checkbox"/> Pre-Existing Driveway    |
| <input type="checkbox"/> Commercial             | <input type="checkbox"/> Logging                 | <input type="checkbox"/> Required by Planning     |
| <input type="checkbox"/> Subdividing property   |  | <input type="checkbox"/> Public Hearing required? |

9A. What are you building?

9B. If commercial, what is the intended use?

**ATTENTION LOGGING:** To harvest timber in Monroe County you must have a driveway permit for logging and post a \$2500 bond for any public improvement damages. Each access must have a permit & bond. All bonds must be in the form of a letter of credit from a local bank, a bank check (cashier check). The bank must be within 50 miles of Monroe County. **No cash, no personal/business checks, or insurance type bonds will be accepted.**

10. **REQUIREMENTS**

If you do not have an address yet give exact directions on how to get to your proposed driveway. Attach map if necessary. You **MUST** stake with red flagging tape we will give you so that our inspector can find the driveway location. We will not check your drive unless it is staked and/or flagged unless this step is waived by the Highway Office.

**SCALE USE**

Date Inspected 11/14/16 by: [Signature]  
 Sight distance 755 YDS Slope 3%  
 Pipe required, diameter & length: None

Clear brush and/or cut back down for sight distance requirements? Yes

Existing?  Sewer / Pipe / C&G

Private Road? Yes

Note: THIS LOT WAS ACCESS THROUGH A PRIVATE ROAD SYSTEM. THIS PERMIT IS ISSUED FOR THE PURPOSE OF THE ROAD CALL.

12/14/16



**Monroe County Highway Department**

501 N. Morton Bn 216  
Bloomington, IN 47404  
(812) 349-2555

**DRIVEWAY PERMIT**

**PERMIT #2016273**

ISSUED TO: JOHNSON, KRAIG & SUNI  
FOR DRIVEWAY AT: 9550 NORTHSORE DR E  
OWNERS NAME: JOHNSON, KRAIG & SUNI  
3674 E MILKHOUSE RD  
MOORESVILLE, IN

**REQUIREMENTS**

DRIVEWAY WITH SWALE IS APPROVED: Construct a swale that allows water to drain across the driveway and away from the county road. See reverse side of permit.

A minimum of three hundred (300) feet sight distance both directions is required.

Two (2) foot dirt shoulders required.

All areas disturbed by construction must be seeded and mulched to prevent erosion.

Drainage ditches must be constructed to blend uniformly with the edge of pavement and original ground.

A turn around area is required so no vehicle must back out onto county roads.

It is the responsibility of applicant to make provisions for relocation of utilities which are in conflict with new driveway or subdivision road.

I AGREE TO CONSTRUCT MY DRIVEWAY TO COMPLY WITH THE ABOVE REQUIREMENTS.

SIGNED *Sean Johnson* DATE 11-17-2016

THIS PERMIT IS VALID ONE YEAR FROM 11-17-16 BY BA

*Lisa Ridge*

Lisa Ridge,  
Public Works Director

Permit # 2016273  
 Date Issued 11-14-2016  
 Application# 57873

**Driveway Permit Application**

Complete and return to: Monroe County Highway Engineer  
 501 N. Market Street, Suite 216  
 Bloomington, IN 47404  
 Phone: (812) 349-2555 Fax: (812)349-2959

**PLEASE FILL OUT #1 THROUGH #10 COMPLETELY**

1. OWNER'S NAME JENNIFER KEMP & SON
2. OWNER'S PRESENT ADDRESS 371 E. HILLCREST RD HOESVILLE, IN
3. ADDRESS OF LOT # AND ROAD NAME OF PROPOSED DRIVE TO BE INSPECTED  
 (If no address yet give directions in box #10)  
9550 E. 1000S WALK DR OGDONVILLE, IN
4. PHONE 317-314-9341
5. TODAY'S DATE 11/10/16
6. CONTRACTOR \_\_\_\_\_
7. PARCEL NUMBER  
 Or tax bill ID# **(REQUIRED)** 55-08-39-100-017.003-003
8. SIGNATURE [Signature]

9. DRIVEWAY CLASSIFICATION - Check all boxes that apply to your drive.
- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Residential | <input checked="" type="checkbox"/> New Driveway | <input type="checkbox"/> Pre-Existing Driveway    |
| <input type="checkbox"/> Commercial             | <input type="checkbox"/> Logging                 | <input type="checkbox"/> Required by Planning     |
| <input type="checkbox"/> Subdividing property   |  | <input type="checkbox"/> Public Hearing required? |

- 9A. What are you building? \_\_\_\_\_  
 9B. If commercial, what is the intended use? \_\_\_\_\_

**ATTENTION LICENSEES:** To harvest timber in Monroe County you must have a driveway permit for logging and post a \$2000 bond for any public improvement damages. Each access must have a permit & bond. All bonds must be in the form of a letter of credit from a local bank, a bank check (cashier check). The bank must be within 80 miles of Monroe County. No cash, no personal/business checks, or insurance type bonds will be accepted.

10. **(REQUIRED)**  
 If you do not have an address yet give exact directions on how to get to your proposed driveway. Attach map if necessary. You MUST stake with red flagging tape we will give you so that our inspector can find the driveway location. We will not check your drive unless it is staked and/or flagged unless this step is waived by the Highway Office.

**STAFF USE**

Date Inspected 11/10/16 By [Signature]  
 Sight distance 755' L&S 310' W&S  
 If pipe required, diameter & length: None  
 Clear brush and/or cut back down for sight distance requirements? Yes  No   
 Existing? Swale / Pipe / C&G \_\_\_\_\_  
 Private Road? Yes  No  \_\_\_\_\_

5:11:11





## EXHIBIT 8: North Shore Subdivision Improvement Agreement

### North Shore Subdivision, Amendment One SUBDIVISION IMPROVEMENT AGREEMENT

This Agreement, made by and between the Monroe County Plan Commission ("Plan Commission") and Schell Group, LLC ("Subdivider").

#### Preamble

WHEREAS, Subdivider applied to the Plan Commission for preliminary plat approval for North Shore Subdivision, Amendment One;

WHEREAS, on March 18, 2008, the Plan Commission granted Subdivider preliminary plat approval for North Shore Subdivision, Amendment One, but conditioned such approval on the installation of certain public improvements throughout the subdivision;

WHEREAS, the Monroe County Subdivision Control Ordinance states and requires that each final plat submitted to the Commission shall be accompanied by a subdivision improvement agreement that is secured by a financial guaranty, if the required public improvements have not been completed;

WHEREAS, Subdivider applied to the Administrator for final plat approval, as authorized by the Plan Commission, for North Shore Subdivision, Amendment One;

WHEREAS, Subdivider has not completed the required public improvements, namely improvements to *asphalt surface, landscaping, sidewalks* and desires to submit a subdivision improvement agreement, secured by letter of credit, in order to qualify for final plat approval.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND MUTUAL COVENANTS CONTAINED IN THIS AGREEMENT:

#### Promises and Mutual Covenants

1. Subdivider agrees to obtain and submit to the Plan Commission a(n) letter of credit in the amount of \$ *42,000 (asphalt surface, landscaping, sidewalks)*, in favor of Monroe County, to secure the completion of all required public improvements at North Shore Subdivision, Amendment One.

2. Subdivider agrees to complete the North Shore Subdivision, Amendment One public improvements on or before November 1, 2009, in accordance with the construction and design standards set forth or incorporated in the Monroe County Subdivision Control Ordinance and in accordance with the development plans set forth or incorporated in the approved North Shore Subdivision, Amendment One and application materials.

3. The parties acknowledge and agree that the Administrator may withhold improvement location permits for any undeveloped North Shore Subdivision, Amendment One lot unless and until Subdivider has completed the public improvements that serve the lot.

4. The parties acknowledge and agree that time is of the essence and that any failure by Subdivider to strictly adhere to the foregoing schedule (paragraph number 2 above) would constitute a material breach and violation of this Agreement. Upon such violation, or any other violation of this agreement, the Plan Commission may submit a claim under the letter of credit (copy attached) in an amount sufficient to cover the breach.

5. The parties acknowledge and agree that by accepting the letter of credit from Subdivider and that by entering into this Agreement, the County has not and does not waive any of its rights with respect to the enforcement of the Monroe County Subdivision Control Ordinance and/or any approval granted thereunder in relation to North Shore Subdivision, Amendment One, against the Subdivider.

IN WITNESS WHEREOF, the Plan Commission, by its President Jerry Pittsford, and Subdivider execute this Agreement this \_\_\_\_ day of October, 2008.

PLAN COMMISSION

SUBDIVIDER

\_\_\_\_\_  
Jerry Pittsford, President  
Monroe County Plan Commission

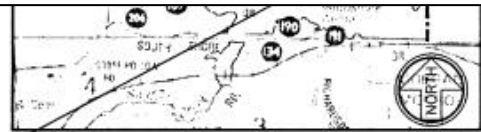
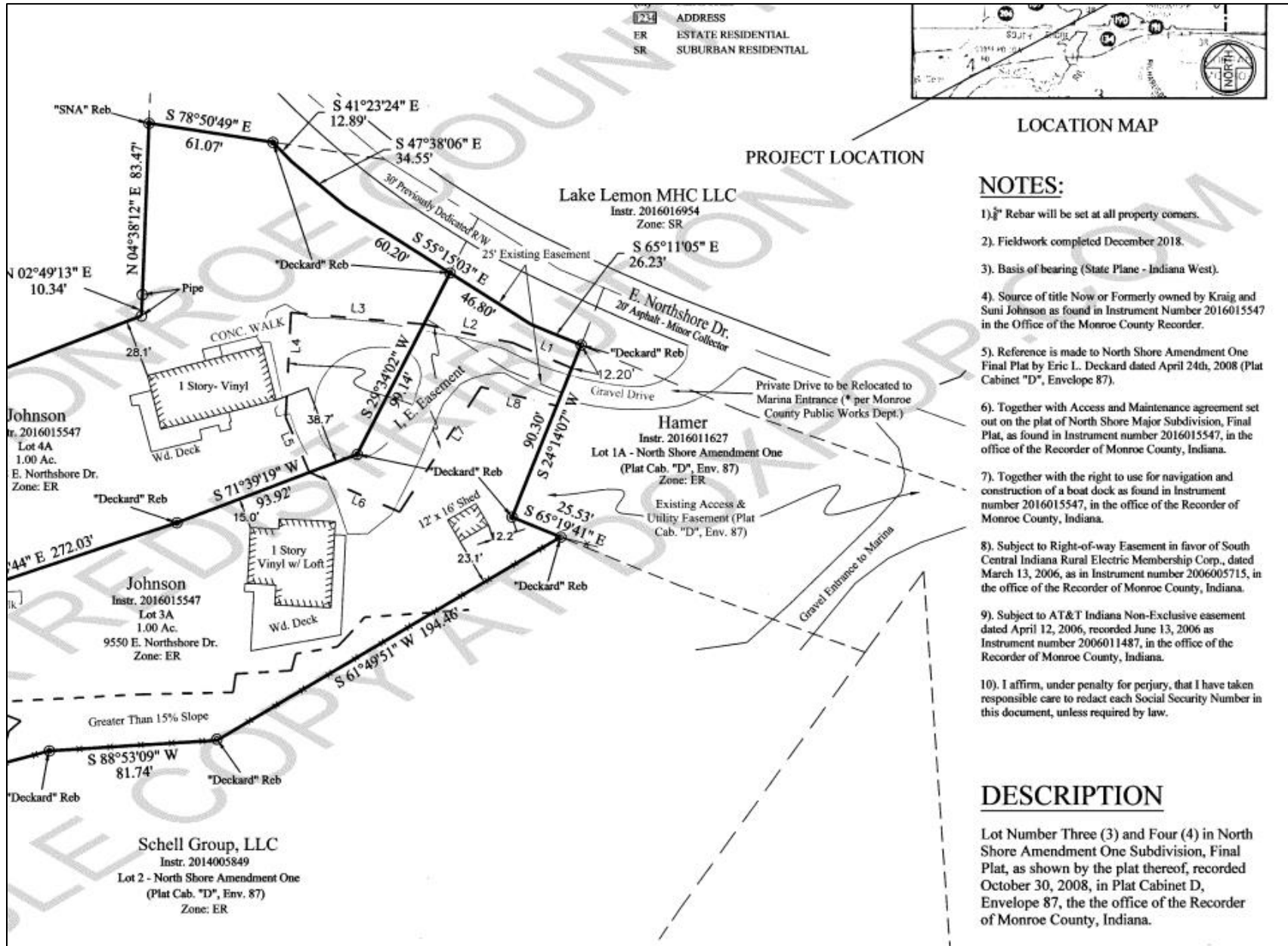
\_\_\_\_\_  
John Schell, Schell Group, LLC  
Owner/Developer

ATTEST:

\_\_\_\_\_  
Gregg Zody, AICP, Secretary  
Monroe County Plan Commission







LOCATION MAP

PROJECT LOCATION

NOTES:

- 1) 3/8" Rebar will be set at all property corners.
- 2) Fieldwork completed December 2018.
- 3) Basis of bearing (State Plane - Indiana West).
- 4) Source of title Now or Formerly owned by Kraig and Suni Johnson as found in Instrument Number 2016015547 in the Office of the Monroe County Recorder.
- 5) Reference is made to North Shore Amendment One Final Plat by Eric L. Deckard dated April 24th, 2008 (Plat Cabinet "D", Envelope 87).
- 6) Together with Access and Maintenance agreement set out on the plat of North Shore Major Subdivision, Final Plat, as found in Instrument number 2016015547, in the office of the Recorder of Monroe County, Indiana.
- 7) Together with the right to use for navigation and construction of a boat dock as found in Instrument number 2016015547, in the office of the Recorder of Monroe County, Indiana.
- 8) Subject to Right-of-way Easement in favor of South Central Indiana Rural Electric Membership Corp., dated March 13, 2006, as in Instrument number 2006005715, in the office of the Recorder of Monroe County, Indiana.
- 9) Subject to AT&T Indiana Non-Exclusive easement dated April 12, 2006, recorded June 13, 2006 as Instrument number 2006011487, in the office of the Recorder of Monroe County, Indiana.
- 10) I affirm, under penalty for perjury, that I have taken responsible care to redact each Social Security Number in this document, unless required by law.

DESCRIPTION

Lot Number Three (3) and Four (4) in North Shore Amendment One Subdivision, Final Plat, as shown by the plat thereof, recorded October 30, 2008, in Plat Cabinet D, Envelope 87, the the office of the Recorder of Monroe County, Indiana.

**EXHIBIT 10: Highway Department Inspection Report – April 6, 2023**



**MONROE COUNTY HIGHWAY  
DEPARTMENT**

5000 WEST FOSTER CURRY DRIVE  
BLOOMINGTON, INDIANA 47403  
PHONE: (317) 349-2555  
www.co.monroe.in.us

**INSPECTION REPORT**  
**\*PLEASE NOTE THIS IS NOT A PERMIT\***

| INSPECTION INFORMATION  |
|---|
| Inspection: Initial Inspection  |
| Inspector: Ben Ayers, Project Manager   |
| Inspection Date: April 6, 2023  |
| Record no.: REZ-23-1  |
| Location: 9548 & 9550 East North Shore Drive  |
| Lot no: 3A & 4A   |
| <input type="checkbox"/> New Driveway <input checked="" type="checkbox"/> Pre-Existing Driveway |
| Applicant: Stephen Werner   |

| ROADWAY INFORMATION                               |
|---|
| Name of Subdivision: N/A                          |
| Road Name: East North Shore Drive                 |
| Segment ID: 276                                   |
| Functional Classification: Minor Collector        |
| Shoulder Type: Earthen Shoulder                   |
| Surface Type: Asphalt                             |
| Road Width: 18.0                                  |
| Speed Limit: 30 MPH                               |
| ADT: 634  |
| Number of Reported Crashes in the last 3 years: 0 |

BA

1

**SUMMARY TABLE**

|                                     |                |             |      |
|-------------------------------------|----------------|-------------|------|
| General Information or Requirements | Not Applicable | Permit Pass | Pass |
|-------------------------------------|----------------|-------------|------|

**SITE INSPECTION INFORMATION****Approach Grade:**

+2.0% within 5.0' of the edge of pavement and +1.0% from 30.0' from the edge of pavement.

**Distance from nearest Intersection: ("If applicable")**

N/A

**Distance to the nearest Property Line:**

Property Lines not marked.

**Distance to the nearest Bridge or Storm Culvert: ("If applicable")**

24' west of Storm Culvert. \*Storm Culvert is not shown in Gagegraph\*

335' west of Storm Culvert 1006

**Drainage Required:**

A pipe 12.0" in diameter and 24.0' in length with end sections is required. Pipe must have a minimum cover of 6.0' inches and be at least 5.0' from the edge of pavement. 14.0 gauge steel or ASTM Reinforced Concrete Pipe must be used unless approved by the Monroe County Highway Engineer or MS4 Operator. See Monroe County Standard Drawing MC-603-001.

**Driveway Width:**

18.33' wide with 8.17' radius to the east and 1.42' radius to the west.

Driveway entrance to be no wider than 12.0' wide with no more than a 15.0' radius on each side. See Monroe County Standard Drawing MC-603-001 and INDOT Curb Radius Layout.

**Erosion Control: ("If applicable")**

N/A

**Existing Driveway ("If pre-existing driveway")**

15.0" metal pipe was installed. No end sections.

Repair or replace driveway pipe. Clean out inlet and outlet side of driveway pipe. Install end sections.

**Mailbox:**

Mailbox and post are compliant but does not meet the setback requirement of 3.0'. Mailbox face at 9548 East North Shore Drive is only 1.17' from edge of pavement. Mailbox face at 9550 East North Shore Drive is only 0.59' from edge of pavement.

**Pavement Section:**

Pavement Section has been completed but unable to determine pavement section.

**Remove Existing Driveway Entrance ("If pre-existing driveway")**

Remove existing driveway entrance. Monroe County Code Chapter 755, 755-11 Manual for Construction Within and Adjacent to Monroe County Right-of-way states that Residential lots are limited to a single driveway.

BA

2





## MONROE COUNTY HIGHWAY DEPARTMENT

1190 WEST FOSTER CURRY DRIVE  
BLOOMINGTON, INDIANA 47403  
PHONE: (317) 348-7155  
www.co.monroe.in.us

### INSPECTION REPORT

**\*PLEASE NOTE THIS IS NOT A PERMIT\***

#### INSPECTION INFORMATION

Inspection: Initial Inspection  
Inspector: Ben Ayers, Project Manager  
Inspection Date: April 6, 2023  
Record no.: REZ-23-1  
Location: 9554 East North Shore Drive  
Lot no.: 2  
 New Driveway  Pre-Existing Driveway  
Applicant: Stephen Warner

#### ROADWAY INFORMATION

Name of Subdivision: N/A  
Road Name: East North Shore Drive  
Segment ID: 278  
Functional Classification: Minor Collector  
Shoulder Type: Earthen Shoulder  
Surface Type: Asphalt  
Road Width: 18.0'  
Speed Limit: 30 MPH  
ADT: 534  
Number of Reported Crashes in the last 3 years: 0

BA

**SUMMARY TABLE**

General Information or Requirements

Permit Pass

**SITE INSPECTION INFORMATION****Approach Grade:**

-2.2% within 5.0' of the edge of pavement and -2.5% from 10.0' from the edge of pavement.

**Distance from nearest Intersection: (\*If applicable\*)**

N/A

**Distance to the nearest Property Line:**

Property Lines not marked.

**Distance to the nearest Bridge or Storm Culvert: (\*If applicable\*)**

86' east of Storm Culvert. \*Storm Culvert is not shown in Carlograf\* This Storm Culvert runs underneath the existing Commercial Driveway and outlets into Lake Lemon.

189' west of Storm Culvert 1605

**Drainage Required:**

A pipe 12.0' in diameter and XX.0' in length with end sections. Pipe must have a minimum cover of 6.0' and be at least 5.0' from the edge of pavement. 14.0 gauge steel or ASTM Reinforced Concrete Pipe must be used unless approved by the Monroe County Highway Engineer or MSA Operator. See Monroe County Standard Drawing MC-603-006.

Check with Monroe County Stormwater for length.

**Driveway Width:**

36.32' wide with 48.06' radius to the east and 31.56' radius to the west.

Driveway entrance must be 30.0' wide with a minimum of a 25.0' radius on each side. See Monroe County Standard Drawing MC-603-006 and INDOT Curb Radius Layout.

**Erosion Control: (\*If applicable\*)**

N/A

**Existing Pipe:**

6.0' plastic pipe was installed. Unable to locate outlet.

Replace existing pipe with a 12.0' in diameter and 42.0' in length with end sections is required. Pipe must have a minimum cover of 6.0' and be at least 5.0' from the edge of pavement. 14.0 gauge steel or ASTM Reinforced Concrete Pipe must be used unless approved by the Monroe County Highway Engineer or MSA Operator. See Monroe County Standard Drawing MC-603-006.

**Mailbox:**

Mailbox and post are compliant. Mailbox is 5.92' from edge of pavement.

**Pavement Section:**

Pavement Section has been completed but unable to determine pavement section.

**Remove Existing Driveway:**

Remove existing driveway entrance to the west. Monroe County Code Chapter 755, 755-11 Manual for

BA

2

Construction Within and Adjacent to Monroe County Right-of-way states that Residential lots are limited to a single driveway.

**Sidewalk: ("If applicable")**

N/A

**Sight Triangles**

OK

**Sight Distance Required:**

335.0'

**Additional Comments:**

N/A

**Comments of Approval: (C- Plans - 11 Fee)**

This lot has access through use of a shared driveway entrance with 9604 East North Shore Drive through easement. This permit is issued for the entrance at the County Road only.

For Commercial Driveway Entrances entering onto County Roads - See Monroe County Standard Drawing See Monroe County Standard Drawing MC-603-006.

Replace existing pipe with a 12.0" in diameter and XX.0' in length with end sections. Pipe must have a minimum cover of 6.0' and be at least 5.0' from the edge of pavement. 14.0 gauge steel or ASTM Reinforced Concrete Pipe must be used unless approved by the Monroe County Highway Engineer or MS4 Operator. See Monroe County Standard Drawing MC-603-006.

Check with Monroe County Stormwater for length.

Reduce existing driveway entrance down to 30.0' wide with a minimum of a 25.0' radius on each side unless approved by the Monroe County Highway Engineer. -See Monroe County Standard Drawing MC-603-006.

Existing Approach Grade is okay

Existing Pavement Section is okay

Remove existing driveway entrance to the west and connect to existing shared driveway entrance. Monroe County Code Chapter 755, 755-11 Manual for Construction Within and Adjacent to Monroe County Right-of-way states that Residential lots are limited to a single driveway.

I certify the information in this report to be true, accurate and complete to the best of my ability and the information given reflects the specifications listed in Monroe County Code Chapter 755 and the Manual for Construction for Within and Adjacent to Monroe County Right-of-Way that was approved in July 2020, Cartograph and Crash History Reports.

Signature



Date: April 7, 2023

BA

**EXHIBIT 11: Motor Vehicle Traffic Crash Summary: January 2020 – December 2022**

Link to full report: [https://www.co.monroe.in.us/egov/documents/1681397274\\_0506.pdf](https://www.co.monroe.in.us/egov/documents/1681397274_0506.pdf)

Identifying the roads which account for the highest number of crashes is certainly important but does not consider the varying lengths or usage of the roads to standardize the statistics to allow for consistent comparison. To do this for single roads, analysts use a metric called the Hundred Million Vehicle-Miles (HMVM) of travel. In short, this statistic tells the number of crashes which will occur on average for one hundred million vehicle miles of travel on a given road. **The higher the HMVM, the more crashes are expected to occur on that road.** The HMVM is calculated as follows, where ADT refers to the average daily traffic count for the road:

$$HMVM = \frac{Crashes * 100,000,000}{Road Length * ADT * 365}$$

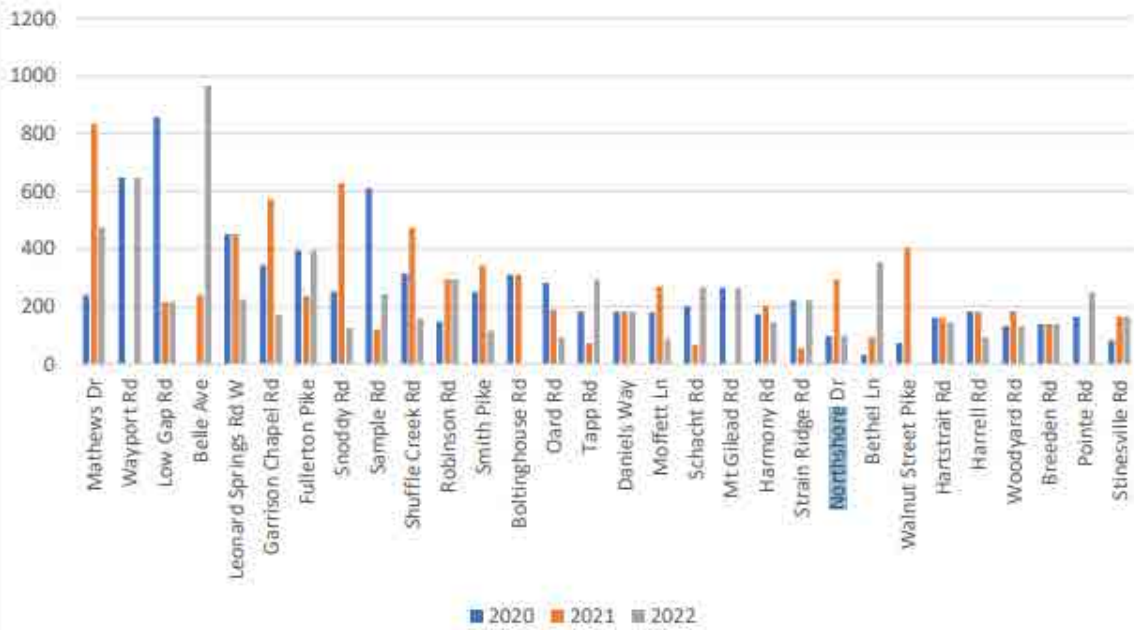
The thirty roads with the greatest average HMVM are presented in Table 8. The nature of the HMVM calculation allows it to be skewed heavily if a crash occurs on a short, rarely traveled road. To account for outliers such as this, only roads with at least 5 total crashes were included in Table 8.

| Roadway              | Year |      |      | Average |
|----------------------|------|------|------|---------|
|                      | 2020 | 2021 | 2022 |         |
| Mathews Dr           | 238  | 834  | 476  | 516     |
| Wayport Rd           | 647  | 0    | 647  | 431     |
| Lew Gap Rd           | 858  | 215  | 715  | 429     |
| Belle Ave            | 0    | 242  | 967  | 403     |
| Leonard Springs Rd W | 452  | 452  | 226  | 377     |
| Garrison Chapel Rd   | 343  | 571  | 171  | 362     |
| Fullerton Pike       | 395  | 237  | 395  | 342     |
| Shoddy Rd            | 251  | 628  | 126  | 335     |
| Sample Rd            | 610  | 122  | 244  | 325     |
| Shuffle Creek Rd     | 216  | 874  | 158  | 316     |
| Robinson Rd          | 147  | 295  | 295  | 246     |
| Smith Pike           | 252  | 343  | 114  | 236     |
| Boltinghouse Rd      | 311  | 311  | 0    | 207     |
| Dard Rd              | 283  | 189  | 94   | 183     |
| Tapp Rd              | 183  | 78   | 292  | 183     |
| Daniels Way          | 182  | 182  | 182  | 182     |
| Moffett Ln           | 180  | 770  | 90   | 180     |
| Schacht Rd           | 201  | 67   | 268  | 179     |
| Mt Gilead Rd         | 264  | 0    | 264  | 176     |
| Harmony Rd           | 175  | 204  | 146  | 175     |
| Strain Ridge Rd      | 222  | 55   | 222  | 166     |
| Northshore Dr        | 98   | 295  | 98   | 164     |
| Bethel Ln            | 32   | 97   | 354  | 161     |
| Walnut Street Pike   | 73   | 403  | 0    | 159     |
| Hartstrait Rd        | 161  | 161  | 143  | 155     |
| Harnell Rd           | 184  | 184  | 0    | 153     |
| Woodyard Rd          | 132  | 185  | 132  | 150     |
| Breeden Rd           | 140  | 140  | 140  | 140     |
| Voinie Rd            | 165  | 0    | 247  | 137     |
| Stinesville Rd       | 82   | 164  | 164  | 137     |



Traffic Crash Summary 2020-2022

Figure 7: Highest Crash Volume Roads by HMVM



**EXHIBIT 12: Letters of Support**

January 23, 2023

Monroe County Planning Department  
Attention: Planning Committee  
501 N Morton St  
Suite 224  
Bloomington, IN 47404

Dear Planning Committee,

We, Thomas and Tamera Gravelle, owners of Parcel 53-01-35-100-017.004-003 at 9548 E Northshore Dr., Unionville, In 47468, are writing in support of the request by Werner Group, LLC ("**Marina Group**"), formerly known as Schell Group, LLC, for the removal of the previous rezone's conditions of approval to require construction of a shared driveway between our parcel, the residential parcel to the South of us, the Lake Lemon Marina, and the residential parcel to the Southeast of the Marina. We are requesting removal of this requirement as we believe construction of such driveway will be impractical by focusing too much traffic to one unsightly entry point between three residential properties and one commercial property that is busy for much of the year.

Already, we share a drive with the residential property to the South owned by the Wisemans, which we have paid the cost to pave (recently) and have maintained since we have owned the property. We do not want our investment in this existing driveway to be wasted and our privacy and separation from the Marina to be diminished by having to share a driveway with them. We believe replacing our existing drive with a new drive that is tied into traffic from the Marina will only make traffic to our properties worse by forcing us and our visitors to cross Marina traffic to get to our parcels during the busy season, especially if we are coming in from the Southeast on Northshore Drive. This does not make sense and is easily avoided with the current configuration. Adding the shared drive across hundreds of feet of greenspace will only prove unsightly as well and dump more drainage to parcels to the Southeast.

So, we fully support removal of the requirement for the Marina Group to construct a shared drive tying in our parcel and the Wiseman's parcel with the Marina and the Hamer's parcel, which would only make traffic management worse and become a drainage problem and eyesore. The current configuration of the separate drives, both of which have been recently paved and are well-maintained should remain unchanged.

Sincerely,



Thomas and Tamera Gravelle

January 23, 2023

Monroe County Planning Department  
Attention: Planning Committee  
301 N Morton St  
Suite 224  
Bloomington, IN 47404

Dear Planning Committee,

We, Colin and Karen Hamer, owners of Parcel 53-01-35-100-026,000-003 at 9604 E. North Shore Dr. Unionville, Indiana 47468, are writing in support of the request by Werner Group, LLC ("**Marina Group**"), formerly known as Schell Group, LLC, for the removal of the previous rezone's conditions of approval to require construction of a shared driveway across an easement on our property. We are requesting removal of this requirement as we believe construction of such driveway will be impractical by focusing too much traffic to one unsightly entry point between three residential properties and one commercial property that is busy for much of the year.

Already, we share our drive with the adjacent Marina, which shared drive is sufficiently wide and has been partitioned to ensure traffic flow is separated between our home and visitors to the Marina. Trying to merge the existing shared drive with the shared driveway of the two parcels to the North would only cause confusion with residential traffic trying to reach those northern parcels crossing commercial traffic trying to get into the Marina or reach our parcel to the Southeast. Construction of a shared driveway for all 4 parcels would cause a very costly and disruptive digging up and relocation of utility services that run through the same easement to our property and other properties down Northshore Drive. Furthermore, constructing such a drive would necessitate removal of greenspace and trees and would affect drainage on our parcel, which would make our parcel less desirable, dump more drainage towards our home, and prove unsightly for the community. Right now, traffic flow across our parcel separated by the two existing driveways ensures there is no traffic clash and has worked very well for nearly 15 years.

So, we (along with our neighbors) fully support the removal of the requirement for the Marina Group to construct a shared drive across our parcel, which would only make traffic management worse and become a drainage problem and eyesore. The current configuration of the separate drives on our parcel, both of which have been recently paved and are well-maintained, should remain unchanged.

Sincerely,

*Colin Hamer*     K. L. HAMER

Colin & Karen Hamer

January 23, 2023

Marroe County Planning Department  
Attention: Planning Committee  
501 N Morton St  
Suite 224  
Bloomington, IN 47404

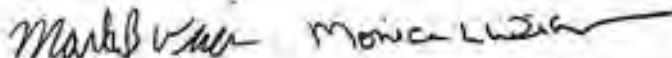
Dear Planning Committee,

We, Mark B. and Monica L. Wiseman, owners of Parcel 53-01-25-100-017.003-003 at 9550 E Northshore Dr., Unionville, IN 47468, are writing in support of the request by Werner Group, LLC ("Marina Group"), formerly known as Schell Group, LLC, for the removal of the previous rezone's conditions of approval to require construction of a shared driveway between our parcel, the residential parcel to the North of us, the Lake Lemon Marina, and the residential parcel to the Southeast of the Marina. We are requesting removal of this requirement as we believe construction of such driveway will be impractical by focusing too much traffic to one unsightly entry point between three residential properties and one commercial property that is busy for much of the year.

Already, we share a drive with the residential property to the North owned by the Gravelles, which preserves our privacy and separation from the Marina. We believe replacing our existing drive with a new drive that is tied into traffic from the Marina will only make traffic to our properties worse by forcing us and our visitors to cross Marina traffic to get to our parcels during the busy season especially if we are coming in from the Southeast on Northshore Drive. This does not make sense and is easily avoided with the current configuration. Adding the shared drive across hundreds of feet of greenspace will only prove unsightly as well and dump more drainage to parcels to the Southeast.


So, we fully support removal of the requirement for the Marina Group to construct a shared drive tying in our parcel and the Gravelle's parcel with the Marina and the Hamer's parcel, which would only make traffic management worse and become a drainage problem and eyesore. The current configuration of the separate drives, both of which have been recently paved and are well-maintained should remain unchanged.

Sincerely,



Mark B. and Monica L. Wiseman

**EXHIBIT 13: Petitioner's Presentation**




**LAKE LEMON  
MARINA**  
INDIANA

*Live the Lemon Life!*

# Removal of 2008 Rezone Condition

MARINA PRESENTATION TO MONROE COUNTY PLANNING COMMISSION



**LAKE LEMON  
MARINA**  
INDIANA

*Live the Lemon Life!*

**ONLY MARINA ON LAKE OPERATING FOR OVER 65 YEARS; ITUR FOR SURROUNDING  
COMMUNITY: ~130 WET AND DRY DOCKERS; ONLY BOAT RAMP ON NORTH SIDE OF  
LAKE; C-STORE; EVENTS; WINTERIZATION AND STORAGE; DOCK AND LIFT SERVICE;  
LODGING; BAIT; BOAT RENTALS; FOOD SERVICE PLANNED.**

**ADDED (BACK, IN SOME CASES) SERVICES AND EVENTS TO BETTER SERVE COMMUNITY;  
ALSO INCREASES TRAFFIC**

## Marina is seeking removal of rezone condition of shared driveway with 2 residential parcels to NW for the following reasons:

- Legal: Laches & Estoppel
- Drainage / Environmental Issues
- Utilities
- Safety
- Privacy, Cost, and Lack of Support

### Legal / Laches / Estoppel

- It's just plain unfair, equitably and legally, for the County to force the current Marina owners to maintain a Letter of Credit that egregiously underfunds the rezone conditions that were ostensibly placed on prior owners or be forced to construct those conditions at an extremely higher cost than that line of credit could possibly secure when the County has neglected to enforce these conditions for **15 years** now while on the other hand openly allowing the separate driveways to be permitted by acquiescence, if not by actual permit (we are asking for discovery of any permit for the driveway to the West, which we believe was granted).
- At this point, the County is holding hostage \$42,000 of the Marina's funds (even though we are not the owners who parceled off the land and did not benefit in any way from that residential transaction) at threat of enforcing a host of conditions (this shared driveway being just one) that far exceed \$42,000 in 2023 dollars while at the same having unclean hands in acquiescing and neglecting in a reasonably timely manner to enforce those conditions (having since 2008 to do so) against the parties who actually benefitted from such rezone.
- We also do not believe that the County over the relevant time has uniformly and consistently applied the exact standards of driveway separation, sidewalk requirement (not a sidewalk for miles), and line of sight.
- We do not wish to be litigious but feel strongly that if the Planning Commission does not act to remove this shared driveway condition and its appurtenant sidewalk condition (so double the construction complexities mentioned in this doc) [among the other onerous conditions of the original 2008 rezone] we will appeal to a court to equitably bar their enforcement.

## Drainage

- Connecting the driveways (not to mention constructing an appurtenant sidewalk to nowhere) may be impossible given there is an existing 48" drainage culvert (omitted from stormwater report included in materials) running all the way from the NW Residential Parcels under the easement in question into the lake.



## Drainage

- Connecting the driveways may be impossible given there is an existing 48" drainage culvert (omitted from stormwater report included in materials) running all the way from the NW Residential Parcels under the easement in question into the lake



## Drainage



## Drainage

- This existing culvert already dumps so much runoff and sediment into lake that lake was down in this area to less than a foot.
- Marina and Hamers paid for excavation and creation of retention moat and now is paying to dredge
- LLCD does not support any more asphalt in this area according to Adam Casey (manager of LLCD), as it will just accelerate erosion





## Drainage

- Additional Dredging in runoff area on 3/9/23



## Drainage / Environmental

- Ground is **not** flat and would require re-grading, cutting into hill, and removing retention wall that also blocks / absorbs runoff



## Drainage / Environmental

- Requires removal of at least 1 tree and about 1,440 SF worth of greenspace and runoff absorption
- Water will bypass absorbing ground and existing underground culvert and go straight into lake



## Utilities

- Several critical utilities run right through this area and would have to be moved (if even feasible), disrupting service to hundreds of people downstream



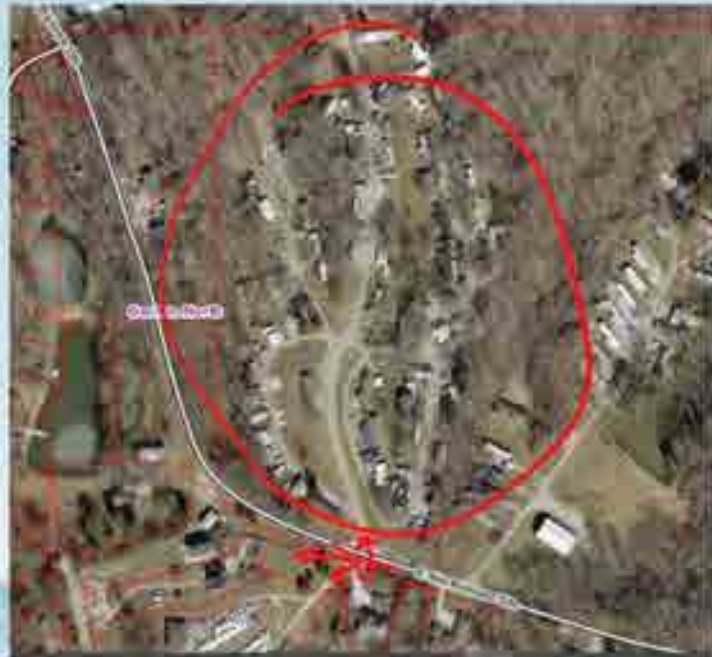
## Safety

- The ADT number quoted by the Highway Dept. is an average over the entire year and is not accurate from May through September (which would be double that number, if not higher).
- Merging 2 more residential plots to W into drive will create a 6-way intersection with no stop signs in high season
- Traffic going W to Residential plots to W will cross E bound traffic into Trailer Park and Marina and Residential to E
- ~130 Marina Tenants + family, guests and community events
- Distances between existing drives have been safe (**NO accidents in 15 years**) and are almost at 120' (centerline to centerline) and 320' sight line to hill, which is close to requirements, closer than **many** homes around lake and in county.



## Safety

- What the aerial in page 4 of your report omits:
- **100+ trailer homes; heavy summer traffic; 1 entrance**



## Safety



## Safety

- View down hill with existing **HIGH-VIS pedestrian crossing sign**
- Sight line is not unsafe



## Privacy / Cost/ Lack of Support

- As shown in the record all owners affected by this requirement are not in support and have signed letters in support of removal of the shared driveway condition due to the facts that:
  - The existing drives have been well-maintained at great cost to the respective parties and they preserve safety and privacy for the residential plots.
  - Putting these drives together almost guarantees a conflagration of traffic at this chokepoint and will lead to people trying to get to marina to go up residential drive when coming in from E traveling W.
  - The bottom line is these parcels are and have been at completely different purposes for 15 years now, co-existing separately, safely, and privately. No one living on those residential parcels would want to have to share a commercial drive (directly opposite from a large multi-family trailer park) with a business in this situation
- Original estimated cost and retention of \$42,000, even in 2008 dollars was far too low to account for all of the conditions the County is now pursuing. There is no way the Marina's new ownership can absorb the additional cost which may reach into 6 figures to address all of the very serious issues presented (if they can actually be addressed notwithstanding the strict reading of the code by the highway department, ignoring the reality of these requirements). The past ownership did not understand these issues or requirements and found them impossibly cost-prohibitive when they tried to comply.

Questions? Feel free to reach out to us anytime!

We invite the commission, the highway department (including the engineer who has not weighed in), and stormwater to actually visit the site to determine whether this requirement in any way actually makes sense on the ground. The commission has discretion to determine when strict reading of a code makes no sense in a given situation and we ask you to remove this unnecessary and likely deleterious condition from the property.

-Steve and Stephen



**EXHIBIT 14: Petitioner's Site Photos**

11-1



Macina Entrance looking west

Issues

- ① Property owned by Homer-Macina easement
- ② Utilities
- ③ Watershed drainage culvert
- ④ Trees/Landscaping



Watershed culvert inlet



Watershed flow into marina #2



Watershed culvert outlet



#2





Marina Entrance



#4

Marina Exit



Marina



Northlake looking east



#5



**EXHIBIT 15: Marina Entrance Traffic Video**

[https://netorgft10049279-my.sharepoint.com/personal/info\\_lemonmarina\\_com/layouts/15/stream.aspx?id=%2Fpersonal%2Finfo%5Flemonmarina%5Fcom%2FDocuments%2FMonroe%20County%20Residential%20Issue%2FMarina%20Traffic%2Emp4&ga=1](https://netorgft10049279-my.sharepoint.com/personal/info_lemonmarina_com/layouts/15/stream.aspx?id=%2Fpersonal%2Finfo%5Flemonmarina%5Fcom%2FDocuments%2FMonroe%20County%20Residential%20Issue%2FMarina%20Traffic%2Emp4&ga=1)