



# MONROE COUNTY COUNCIL

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

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

## COUNCIL WORK SESSION AGENDA Tuesday, November 12th, 2024 at 5:00 PM Nat U. Hill Meeting Room and Teams Connection

[Click here to join the meeting](#)

Meeting ID: 261 480 065 293

Passcode: 75mXxn

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

\* \* \* \* \*

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

### 1. CALL TO ORDER

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### 2. PLEDGE OF ALLEGIANCE

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### 3. ADOPTION OF AGENDA

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

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### 5. DEPARTMENT UPDATES– items NOT on the agenda (limited to 10 minutes per department)

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### 6. COUNCIL LIAISON UPDATES

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7. CONSENT AGENDA ITEMS

HEALTH DEPARTMENT, Lori Kelley

Pg. 8

Request Approval of a Category Transfer

Harm Reduction, 8153-9623

FROM:

20011	Other Supplies	\$300.00
30028	Training/Travel	\$ 28.02
30028	Training/Travel	<u>\$200.00</u>
<b>TOTAL</b>		<b>\$528.02</b>

TO:

10121	Community Hlth Spec-Harm Reduction	\$300.00
10121	Community Hlth Spec-Harm Reduction	\$ 28.02
18101	FICA	<u>\$200.00</u>
<b>TOTAL</b>		<b>\$528.02</b>

The department is requesting a Category Transfer in fund 8153 Harm Reduction to balance account lines. The request will transfer remaining appropriations to bring account lines to \$0 in location 9623.

8. HIGHWAY DEPARTMENT, Lisa Ridge and Kelsey Thetonia

Pg. 10

Request Approval of an Additional Appropriation

Stormwater Management, 1197-0000

39288 Stipp Rd/Moores Ck #16 &4 SW \$1,500,000

**Fund Cash Balance as of 11/04/2024 = \$4,086,201.94**

**Remaining Balance Available = \$2,756,115.12**

The department is requesting to appropriate the estimated cost of construction for the Stipp Road project. The project includes raising the roadway and replacing a bridge. Bids are to be opened on October 30, 2024, and taken under advisement at that time. This is for 2025 construction.

9. AVIATION DEPARTMENT, Carlos Laverty

Pg. 14

Request Approval of an Additional Appropriation

Prj 39 RWY 17 /35 Lights and Signage, 8108-0000

30006 Contractual \$20,556.97

**Fund Cash Balance as of 11/04/2024 = \$(1,524.76)**

**Remaining Balance Available = \$(3,049.52)**

The department is requesting additional appropriations to cover Fund-To-Fund transfers previously made on October 28. The Fund-To-Fund transfer of \$20,556.97 is being processed and scheduled to be completed soon.

10. BOARD OF COMMISSIONERS, Angie Purdie and Jeff Cockerill

Pg. 16

A. REQUEST APPROVAL OF ORDINANCE 2024-54 APPROVING THE PURCHASE OF A PROPERTY

The Board of Commissioners approved a purchase agreement with Logan Land Development for the purchase of land adjacent to the County owned property at the northwest corner of I-69 and State Road 46. The purchase price is the average of the two appraisals for the property. This property has been discussed at many Council noticed meetings, the latest being on October 22nd. The purchase is expected to occur in 2025, and an additional appropriation will be necessary.













# MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to:

[COUNCILREQUESTS@CO.MONROE.IN.US](mailto:COUNCILREQUESTS@CO.MONROE.IN.US)

Department: HEALTH Presenter: LORI KELLEY

**REQUESTED Meeting Date:** 11/12/2024

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

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

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

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

**NARRATIVE:** (Provide a brief explanation for the request.)

The Monroe County Health Department is requesting a Category Transfer in fund 8153 Harm Reduction in order to balance account lines. This request will transfer remaining appropriations to bring account lines to \$0 in location 9623.

**COMPLETE ALL CORRESPONDING REQUEST INFORMATION ON SUBSEQUENT PAGES.**







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Forward request and corresponding documentation/information to:

[COUNCILREQUESTS@CO.MONROE.IN.US](mailto:COUNCILREQUESTS@CO.MONROE.IN.US)

Department: Highway Presenter: Lisa Ridge/Kelsey Thetonia

**REQUESTED Meeting Date:** 11/12/2024

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

- |                          |  |                                     |   |
|--------------------------|--|-------------------------------------|---|
| <input type="checkbox"/> | Creation of New Account Line(s) (pg. 2)    | <input checked="" type="checkbox"/> | Additional Appropriation(s) (pg.2)            |
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| <input type="checkbox"/> | Other (Specify): _____                     |                                     |   |

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

**Per Resolution 2024-14, do you approve the request being placed in the Consent Agenda Section?**

**NARRATIVE:** (Provide a brief explanation for the request.)

The department is requesting to appropriate the estimated cost of construction for the Stipp Road project. The project includes raising the roadway and replacing a bridge. Bids are to be opened on October 30, 2024 and taken under advisement at that time. This is for 2025 construction.

**COMPLETE ALL CORRESPONDING REQUEST INFORMATION ON SUBSEQUENT PAGES.**



**CONSTRUCTION COST ESTIMATE**  
**Stipp Road**

	Construction Items	Unit	Quantity	Unit Price	Amount
1	Construction Engineering	LS	1	\$25,500.00	\$25,500.00
2	Mobilization and Demobilization	LS	1	\$65,000.00	\$65,000.00
3	Clearing Right-of-Way	LS	1	\$25,500.00	\$25,500.00
4	Inspection Hole, Deeper than 3 Ft. (Ubdistributed)	EACH	2	\$891.98	\$1,784.00
5	Inspection Holes, 3 Ft. or Less (Undistributed)	EACH	2	\$634.78	\$1,270.00
6	Remove Present Structure	LS	1	\$30,000.00	\$30,000.00
7	Pipe, Remove	LFT	40	\$32.47	\$1,299.00
8	Common Excavation	CYS	3,956	\$31.07	\$122,913.00
9	Rock Excavation	CYS	21	\$34.52	\$725.00
10	Borrow	CYS	2,965	\$15.16	\$44,949.00
11	Stormwater Management Implementation, Level 1	LS	1	\$18,500.00	\$18,500.00
12	Stormwater Management Budget	LS	1	\$20,500.00	\$20,500.00
13	Subgrade Treatment, Type II	SYS	155	\$21.74	\$3,370.00
14	Subgrade Treatment, Type 1BL	SYS	5,561	\$18.12	\$100,765.00
15	Structural Backfill, Type 1	CYS	276	\$42.34	\$11,686.00
16	Compacted Aggregate No. 53, Base	TON	1,697	\$41.93	\$71,155.00
17	Compacted Aggregate No. 53, for Shoulder	TON	624	\$41.93	\$26,164.00
18	Compacted Aggregate No. 73, for Driveways	TON	13	\$43.71	\$568.00
19	HMA, Surface, Type B (12.5 mm)	TON	394	\$101.11	\$39,837.00
20	HMA, Intermediate, Type B (19.0 mm)	TON	530	\$91.50	\$48,495.00
21	HMA, Base, Type B (25.0 mm)	TON	797.0	\$101.23	\$80,680.00
22	Joint Adhesive, Surface	LFT	1,775	\$0.46	\$817.00
23	Jiont Adhesive, Intermediate	LFT	1,775	\$0.68	\$1,207.00
24	Liquid Asphalt Sealant	LFT	1,775	\$0.29	\$515.00
25	Asphalt for Tack Coat	TON	2.4	\$645.49	\$1,549.00
26	HMA for Approaches Type B	TON	28.0	\$166.90	\$4,673.00
27	Guardrail, Terminal System, W-Beam Curved, 6	EACH	1	\$3,340.51	\$3,341.00
28	Guardrail, Remove	LFT	125	\$6.36	\$795.00
29	Guardrail, W-Beam, Cable Terminal Anchor	EACH	3	\$1,861.40	\$5,584.00
30	Guardrail, End Treatment, OS	EACH	2	\$4,088.79	\$8,178.00
31	Guardrail, W-Beam, 6 ft. 3 in., Spacing	LFT	525	\$32.48	\$17,052.00
32	Mailbox Assembly, Single	EACH	4	\$307.74	\$1,231.00
33	Riprap, Class 1	TON	667	\$115.98	\$77,359.00
34	Riprap, Class 2	TON	30	\$98.94	\$2,968.00
35	Riprap, Revetment	TON	840	\$76.70	\$64,428.00
36	Geotextile for Riprap, Type 1A	SYS	1,985	\$4.76	\$9,449.00
37	Mobilization and Demobilization for Seeding	EACH	2	\$586.21	\$1,172.00
38	Mulching Material	TON	1.5	\$579.86	\$870.00
39	Water	kGal	3.5	\$8.58	\$30.00
40	Sodding	SYS	878	\$9.45	\$8,297.00
41	Seed Mixture, Floodplain	LBS	52	\$206.76	\$10,752.00
42	Pipe,Aluminized Corrugated Steel, 15 In.	LFT	72	\$121.90	\$8,777.00
43	Pipe,Aluminized Corrugated Steel, 30 In.	LFT	58	\$258.95	\$15,019.00
44	Pipe End Section, Diameter, 15 In.	EACH	4	\$1,128.86	\$4,515.00
45	Pipe End Section, Diameter, 30 In.	EACH	2	\$2,476.62	\$4,953.00
46	Structure, Reinforced Concrete, Three-Sided Sections 288 In. x 120 In.	LFT	36.5	\$5,040.00	\$183,960.00

47	Water Main (Undistributed)t	LFT	60.0	\$115.89	\$6,953.00
48	Fire Hydrant, Reset	EACH	1.0	\$2,500.00	\$2,500.00
49	Casting Water Meter, Adjust to Grade	EACH	3.0	\$842.83	\$2,528.00
50	Leveling Pad, Concrete	LFT	298.0	\$37.60	\$11,205.00
51	Aggregate for Drainage Fill	CYS	177	\$118.89	\$21,044.00
52	Modular Block Wall	SFT	2,961	\$30.21	\$89,452.00
53	Modular Block Wall, Erection	SFT	2,961	\$31.20	\$92,383.00
54	Maintaining Traffic	LS	1.0	\$15,000.00	\$15,000.00
<b>Subtotal</b>					<b>\$1,419,216.00</b>
<b>TOTAL CONSTRUCTION COST</b>					<b>\$1,419,216.00</b>



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Forward request and corresponding documentation/information to:

[COUNCILREQUESTS@CO.MONROE.IN.US](mailto:COUNCILREQUESTS@CO.MONROE.IN.US)

Department: Aviation Presenter: Carlos Laverty

**REQUESTED Meeting Date:** 11/12/2024

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

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

Was the Council Liaison notified prior to submitting the agenda request? No

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

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

We are requesting an Additional Appropriation for 8108 Project 39 RWY 17/35 Lights and Signage in the amount of \$ 20558.97. This additional appropriation will cover the FTF transfer included on this request and the previous made on October 28.

**COMPLETE ALL CORRESPONDING REQUEST INFORMATION ON SUBSEQUENT PAGES.**





# MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to:

[COUNCILREQUESTS@CO.MONROE.IN.US](mailto:COUNCILREQUESTS@CO.MONROE.IN.US)

Department: Commissioners Presenter: Jeff Cockerill/Angie Purdie

**REQUESTED Meeting Date:** 11/12/2024

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

- |                                     |  |                          |   |
|-------------------------------------|--|--------------------------|---|
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| <input type="checkbox"/>            | De-Appropriation of Account Line(s) (pg.5)                           | <input type="checkbox"/> | Salary Ordinance Amendment(s) (pg.6 and/or 7) |
| <input checked="" type="checkbox"/> | Other (Specify): <u>Ordinance approving the purchase of Property</u> |                          |   |

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

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

**NARRATIVE:** (Provide a brief explanation for the request.)

The Board of Commissioners approved a purchase agreement with Logan Land Development for the purchase of land adjacent to the County owned property at the northwest corner of I-69 and State Road 46. The purchase price is the average of the two appraisals for the property. This property has been discussed at many Council noticed meetings, the latest being on October 22nd.

The purchase is expected to occur in 2025, and additional appropriation will be necessary.

**COMPLETE ALL CORRESPONDING REQUEST INFORMATION ON SUBSEQUENT PAGES.**



## **ORDINANCE 2024-54**

### **An Ordinance to Approve and Fix Terms and Conditions for the Purchase of Land**

**WHEREAS**, pursuant to the authority granted to the Monroe County Council (“Council”) by the General Assembly of the State of Indiana, under IC 36-2-2-20, the Council, “... a conveyance or purchase by a county of land having a value of one thousand dollars (\$1,000) or more must be authorized by an ordinance of the county fiscal body fixing the terms and conditions of the transaction.”; and

**WHEREAS**, the Monroe County Board of Commissioners intend to purchase land from the Logan Land Development LLC (“Seller”) under certain terms, which are described in the attached and incorporated “*Contract For Purchase of Real Estate*”, marked as “Exhibit 1”; and

**WHEREAS**, Exhibit 1 indicates a purchase price of Eleven Million Three Hundred Seventy Five Dollars (\$11,375,000), the agreement requires Council approval pursuant to IC 36-1-10.5-5 and IC 36-2-2-20.

**NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED BY THE MONROE COUNTY COUNCIL, AS FOLLOWS:**

Section 1. The Monroe County Council (“Council”) has been provided two appraisals for the property owned by the Seller and shown in Exhibit 1.

Section 2. The Council wishes for Monroe County to acquire the property owned by Seller and described in Exhibit 1. As the fiscal body for Monroe County, this Ordinance serves as the expression of the Council’s interest in purchasing the land, as required by IC 36-1-10.5-5.

Section 3. Per IC 36-2-2-20, the Council approves of all the terms and conditions described in the “Contract for Purchase of Real Estate”, which is attached hereto as Exhibit 1. The Council recognizes that the purchase price does not exceed the average of two of the appraisals received and accepted by the Council.

Section 4. To the extent Council approval is required, the Council approves the execution and deliverance of any and all documents necessary to approve the “Contract for Purchase of Real Estate” and authorizes officers of the County, to take any and all action necessary to ratify, approve, or finalize the transaction.

**Ordinance 2024-54 is hereby presented to the Monroe County Council of Indiana, read in full, and adopted this 12th day of November, 2024.**

## CONTRACT FOR PURCHASE OF REAL ESTATE

**Monroe County, Indiana**, an Indiana Government entity ("Purchaser"), and Logan Land Development, LLC ("Seller"), agree as follows:

1. **Property.** Subject to the terms and conditions contained herein, the Purchaser agrees to purchase and the Seller agrees to sell real estate located in Bloomington, Monroe County, Indiana, shown on the attached *Exhibit A*, and including all improvements thereto either permanently installed, or which belong to or are used in connection with the real estate, wherever located (all referred to as the "Property"). The legal description of the area will be provided by Purchaser's Survey.
  
2. **Purchase Price.** The purchase price shall be Eleven Million Three Hundred Seventy-five Thousand dollars (\$11,375,000) ("Purchase Price"). On closing this transaction, the Purchaser shall pay the Purchase Price to the Seller.
  
3. **Conditions of Contract.** In addition to other provisions of this Contract, the Purchaser's obligations hereunder are subject to satisfaction of the following conditions, unless waived in whole or in part by the Purchaser:
  - 3.1 **Financing and County Council Approval.** This contract is contingent upon the County Council's approval required by IC 36-2-2-20 and IC 36-1-10.5-5 and funding appropriation.
  
  - 3.2 **Appraisal.** The Purchaser has obtained two appraisals on this property.
  
  - 3.3 **Environmental.** The Purchaser's obligation under this Contract is subject to the Purchaser's determining that, in the Purchaser's sole discretion, the development of the Property is economically feasible based upon the environmental inspections, studies, and reports that the Purchaser receives. In the Purchaser's sole discretion, there shall not be unacceptable levels of contamination of hazardous materials on the Property.
  
  - 3.4 **Due Diligence.** The Purchaser's obligation under this Contract is subject to the Purchaser's determining that, in the Purchaser's sole discretion, the development of the Property is economically feasible based upon the Purchaser's receipt of financing, appraisals, the lease, studies, inspections, reports, and other information.
    - 3.4.1 **Existing Documents.** Within ten (10) days after the execution of this Contract, the Seller shall provide the Purchaser with copies of the existing leases and any amendments, copies of the Seller's title insurance commitment or policy.

- 3.4.2 **Right of Entry.** Prior to closing, the Purchaser, its agents, and its representatives shall be entitled to enter upon the Property, in coordination with the existing tenant, for inspections, surveys, soil tests, environmental testing, evaluation of tenant, examination, and land-use planning. All studies and inspections shall be carried out during reasonable hours in coordination with the existing tenant and at no cost to the Seller.
- 3.4.3 **Due Diligence Period.** The Purchaser shall have until November 1, 2024, for a Due Diligence Period.
- 3.4.4 **Right to Terminate Contract.** If the Purchaser determines, in its sole discretion, that the Property is unsuitable for its needs and gives written notice of the same to the Seller during the Due Diligence Period or any extension, then this Contract shall become null and void. If the Purchaser elects not to terminate this Contract within the Due Diligence Period or any extension, then this Contract shall remain in full force and effect, and the transaction shall continue to closing.
- 3.5 **Appropriate Zoning.** The Current zoning of the property is not adequate for purchasers need. Seller shall apply for Zoning Approval to amend the NorthPark PUD to rezone the property, particularly for the Jail and government building use for this property, but also for other changes. Seller has engaged a consultant, MKSK, who will provide a rezone plan to the Purchaser by December 1, 2024. Purchaser shall review the plan to determine if its application is in conformance with the intended use, stated above. Seller shall report to Purchaser on a monthly basis as to the status of the plan. Seller shall submit a complete petition for zoning approval required by Purchaser as soon as reasonably possible and shall diligently prosecute the petition for zoning approval. The Sell/Purchase of this property is contingent on proper zoning. Either party may terminate if rezoning has not occurred before May of 2025 and conditional use approvals, if necessary. This time period is outside the Due Diligence Time Period.
- 3.6 **Infrastructure Improvements.** Seller agrees to pay half the costs of the roadway construction marked as joint roadway on Exhibit A. The County shall construct the road in accordance with the amended PUD and public construction laws.
- 3.7 **Purchaser's Use of the Property.** Purchaser intends to use the property for a justice complex, which includes a new County Jail and Court space. The County intends to complete the Jail structure first, however, it will not operate the facility until contracts are awarded for Courtroom construction.

- 3.8 **No Encroachments.** All improvements on the Property shall be located entirely within the bounds of the Property and there shall be no encroachments thereon and no existing violations of zoning ordinances or other restrictions applicable to the Property.
- 3.6 **Marketable Title.** Marketable title to the Property shall be conveyed to the Purchaser subject only to:
- 3.6.1 Covenants, conditions, restrictions and easements, if any, satisfactory to the Purchaser, in the Purchaser's sole discretion;
- 3.6.2 Liens which the Purchaser agrees to pay;
- 3.6.3 Zoning ordinances and other governmental restrictions affecting the use of the Property, satisfactory to the Purchaser, in the Purchaser's sole discretion.
- 3.7 **Purchaser Reports.** If this Purchase Agreement is terminated for any reason, Purchaser covenants to return to Seller promptly any Seller documents and property information received by Purchaser for inspection or review as part of Purchaser's due diligence. In addition, Purchaser will provide to Seller copies of any environmental reports or other reports, testing, analysis and survey pertaining to the property or any aspect of the property.

#### 4. **Survey and Title Evidence.**

- 4.1 **Abstract of Title.** The Seller shall furnish an abstract of title to the Property, if available, for historical purposes.
- 4.2 **Title Insurance.** The Seller, at the Purchaser's expense, shall furnish the Purchaser an Owner's Policy of Title Insurance in an amount equal to the amount of the Purchase Price from a company acceptable to the Purchaser insuring marketable title subject only to such exceptions as are permitted by this Contract. The standard exceptions are to be deleted from the Owner's Policy.
- 4.3 **Survey.** The Purchaser shall receive a plat of survey of the Property satisfactory to the Purchaser, certified as of a current date, showing the location of all improvements and easements located thereon at no expense to the Purchaser. The survey made of the Property shall conform to the Minimum Standards for an Indiana Land Title Survey. Purchaser shall provide a copy of the survey to the title company within sixty (60) days after the date of final execution of this Agreement.

4.4 **Charges.** The Purchaser, at Purchaser's expense shall order the title evidence and a survey.

5. **Assessments and Taxes.** The Seller shall pay assessments for public improvements becoming a lien prior to closing.

As the Purchaser is a tax-exempt entity, the Seller shall pay all real estate taxes assessed for and becoming a lien during the calendar year in which closing occurs. Real estates taxes that are not due and payable at the time of closing shall be allowed to the Purchaser as a credit on the cash payment required on closing. For closing purposes, the present tax rate shall be used if the applicable tax rate has not been set. When the applicable tax rate is set, the Seller shall make payment to the Purchaser of any shortfall of real estate taxes due and payable.

6. **Tenant Estoppel Letter, Assignment of Lease, and Pro-Ration of Rent.** Within ten (10) days of the execution of this Contract, the Seller agrees to deliver to the Purchaser a copy of the existing leases of the Property. A statement that no other person is using or has any right to use, possess or occupy the Property or any part thereof. There are no leases, contracts or agreements with respect to the Property that shall survive the closing other than said leases.

Prior to closing, the Seller agrees to deliver to the Purchaser, in forms reasonably acceptable to the Purchaser, (a) an executed estoppel letter, indicating that the tenant's leases are in full force and effect and that no defaults exist, and (b) an assignment of the leases to the Purchaser.

The Seller agrees that rent payments shall be pro-rated to the date of closing.

7. **Risk of Loss.** The Seller shall bear the risk of loss or damage to the improvements occurring subsequent to the acceptance of this Contract and until delivery of the deed.
8. **Environmental Concerns.** The Seller hereby covenants, to the best of the Seller's knowledge and belief: (a) the Property is not, or ever was contaminated with hazardous substance or waste; (b) the Seller has not knowingly caused and will not cause the release of any hazardous substance on the Property, and will remediate any releases caused by the Seller until possession is relinquished; (c) the Property is not subject to any federal, state or local "superfund" lien, proceedings, claim, liability or action, or threat or likelihood thereof, for the cleanup, removal or remediation of any such hazardous substance from the Property; (e) there is no asbestos on the Property; (f) there is no underground storage tank on the Property; and (g) by acquiring the Property, the Purchaser will not incur or be subjected to any "superfund" liability for the clean-up, removal or remediation of any hazardous substance from the Property or any liability for such conditions, or the costs or expenses for the removal of any

asbestos or underground storage tank from the Property.

The terms "hazardous substance" and "hazardous waste" as used herein shall have the same meaning and definition IC 13-11-2-98 and IC 13-11-2-99 respectively. The term "underground storage tank" as used herein shall have the same meaning and definition as set forth in paragraph (1) of 42 U.S.C. Section 9661.

9. **Default.** If the Seller, through no fault of the Seller, is unable to convey marketable title as required by this Contract and the defect or defects are not waived by the Purchaser, the Seller shall pay the Purchaser any sums expended by the Purchaser for survey or title evidence; provided, however, the Purchaser shall have the right to pay and satisfy any existing liens not otherwise assumed by the Purchaser and deduct that amount from the Purchase Price.

If the Seller refuses to perform as required, the Purchaser may pursue all available legal and equitable remedies.

#### 10. **Closing and Possession.**

10.1 **Closing Date.** The transaction shall be closed at a time and place acceptable to both parties after all conditions have been met, before June 1, 2025.

10.2 **Extension of Closing Date.** Either party may request and receive a thirty (30) day extension of the closing date in the event the transaction cannot be closed due to delay in obtaining the title evidence, title clearance work, survey or loan approvals, rezone or environmental remediation provided that such delay does not result from the fault of the party requesting the extension.

10.3 **Deed and Affidavit.** At closing, the Seller shall deliver to the Purchaser an executed general Warranty Deed in recordable form conveying marketable title to the Property subject only to exceptions permitted by this Contract together with an executed Seller's Affidavit satisfactory to the Purchaser.

10.4 **Possession.** Possession of the Property shall be delivered to the Purchaser at closing.

#### 11. **Other Contractual Provisions.**

11.1 **Assignment.** The rights and interests of Purchaser under this Contract may be assigned.

11.2 **No Brokerage Fees.** The parties certify to each other that no realtors or brokers have been involved in the transaction and that no fees or commissions

will be paid or claimed as a result of this transaction.

11.3 **Authority of Parties.** The parties represent to each other that each has full power and authority to enter into and perform this Contract, and furthermore that the delivery and performance of this Contract has been duly authorized by all necessary action.

11.4 **Execution Date.** This Contract shall be null and void if not fully executed by the parties on or before September 30, 2024, and delivered to the Purchaser before such date.

Dated this \_\_\_ day of \_\_\_\_\_ 2024.

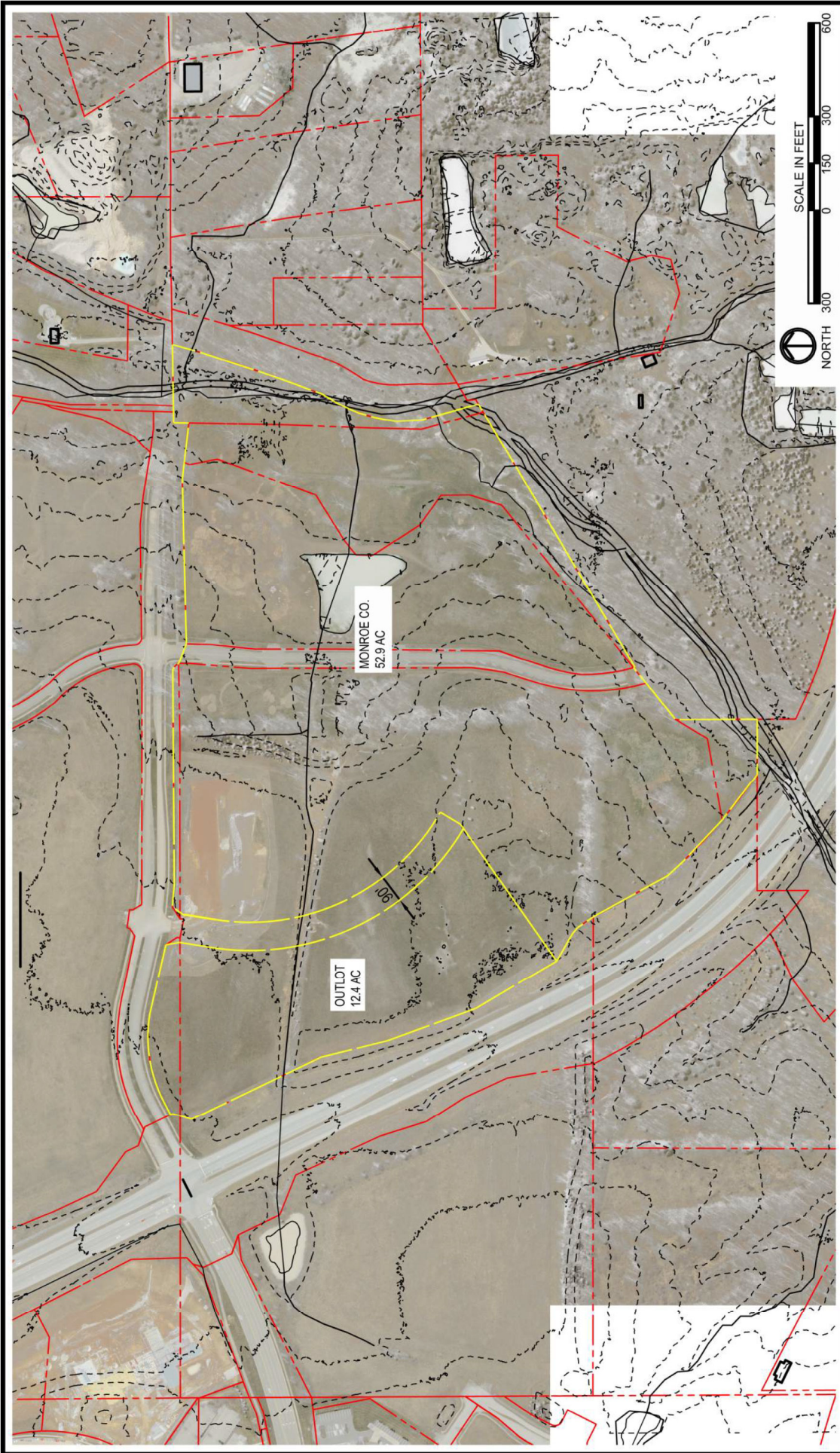
SELLER  
**Logan Land Development, LLC**

PURCHASER  
**Monroe County Board of  
Commissioners**

\_\_\_\_\_  
Steve Crider,

\_\_\_\_\_, President

\_\_\_\_\_, Secretary



REMARKS:	FIGURE NUMBER
	01
DLZ PROJECT NO. 2363-1106-90	
DATE: AUGUST 20, 2024	
SITE DEVELOPMENT	

MONROE COUNTY, INDIANA  
 MONROE COUNTY JUSTICE CENTER  
 NORTH PARK PARCEL LINE CONCEPT





ORDINANCE NO. 2024-41

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (i) DTC determines to discontinue providing its service with respect to the Bonds (such a determination may be made at any time by giving 30 days’ notice to the County and the Registrar and discharging its responsibilities with respect thereto under applicable law), or
- (ii) the County determines that continuation of the system of book-entry transfers through DTC (or a successor securities depository) is not in the best interests of the Beneficial Owners.

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

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

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

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

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

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

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

*Form of Bond*

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

No. R-\_\_

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF MONROE

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

Maturity Date                      Interest Rate                      Original Date                      Authentication Date                      CUSIP

Registered Owner:

Principal Sum:

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

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

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

This Bond is one of an authorized issue of Bonds of Monroe County, Indiana, of like tenor and effect, except as to numbering, interest rate, and dates of maturity, in the total amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (the “Bonds”), numbered from 1 up, issued for the purpose of providing funds to be applied on the cost of construction and acquisition of certain public improvements in the County, [refunding interim notes issued in anticipation of the Bonds][to fund capitalized interest] and to pay incidental expenses, as authorized by an ordinance adopted by the County Council of the County on the \_\_\_ day of October, 2024, entitled “An ordinance of Monroe County, Indiana, authorizing the issuance of general obligation bonds for the purpose of providing funds to pay the costs of certain public



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

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

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

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

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

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

\*Final Maturity

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

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

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

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

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

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

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

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

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

MONROE COUNTY, INDIANA

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

[SEAL]

ATTEST:

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

REGISTRAR’S CERTIFICATE OF AUTHENTICATION

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

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

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

ASSIGNMENT

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

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

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

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

*End of Bond Form*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



(j) The County represents that:

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

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

(iii) The reasonably anticipated amount of qualified tax-exempt obligations which will be issued by the County, and all entities subordinate to the County, during 2024 does not exceed Ten Million Dollars (\$10,000,000); and

(iv) The County will not designate more than Ten Million Dollars (\$10,000,000) of qualified tax-exempt obligations during 2024.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted this \_\_\_\_\_ day of October, 2024.

COUNTY COUNCIL OF  
MONROE COUNTY, INDIANA

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Trent Deckard, President

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Jennifer Crossley, President Pro Tempore

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Cheryl Munson, Member

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Geoff McKim, Member

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Peter Iversen, Member

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Kate Wiltz, Member

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Marty Hawk, Member

(SEAL)

ATTEST:

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Brianne Gregory, Auditor, Monroe County, Indiana

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## **EXHIBIT A**

### *Description of Projects*

The projects include but are not limited to general administrative building and equipment improvements; airport improvements; park improvements, including improvements to restrooms at Flatwoods Park and Karst Athletic Complex improvements; computers & camera equipment for County offices; jail repairs; 2-single axle dump trucks for the Highway Department; YSB generator, highway generator, roofing, protective vests for probation, and LEO vehicles all for maintenance purposes; emergency sirens for emergency management purposes; and all related improvements and the incidental expenses in connection with these projects.

## **EXHIBIT B**

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

#### **MONROE COUNTY, INDIANA**

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

##### **Statement of Purpose**

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

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

##### **Policy Components**

The Auditor (the “Fiscal Officer”) approves the terms and structure of Obligations executed by the Issuer, which Obligations are ultimately subject to the approval of the County

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

Council of the Issuer. Such Obligations are issued in accordance with the provisions of the Code of the applicable State of Indiana code section. Specific post-issuance compliance procedures address the relevant areas described below. The following list is not intended to be exhaustive and further areas may be identified from time to time by the Fiscal Officer in consultation with bond counsel.

### **General Policies and Procedures**

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

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

### **Issuance of Obligations**

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

The Fiscal Officer will:

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

### **Arbitrage**

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

The Fiscal Officer will:

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



refunding escrow securities, obtain a computation of the yield on such escrow securities from Treasury's external source and monitor compliance with applicable yield restrictions.

### **Private Activity Concerns**

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

The Fiscal Officer will:

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

### **Reissuance**

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

The Fiscal Officer will:

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

## **Record Retention**

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

The Fiscal Officer will:

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

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

### **Continuing Disclosure**

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

ORDINANCE NO. 2024-42

APPROPRIATION ORDINANCE  
MONROE COUNTY, INDIANA

WHEREAS, the County Council of Monroe County, Indiana (the “County”), has determined to construct and acquire certain public improvement projects located in the County (collectively, the “Projects”), all as described in an ordinance adopted by the County Council of the County (the “Council”) on October 8, 2024; and

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

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

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

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

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

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

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

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

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

Adopted this 8<sup>th</sup> day of October, 2024.

COUNTY COUNCIL OF  
MONROE COUNTY, INDIANA

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Trent Deckard, President

---

Jennifer Crossley, President Pro Tempore

---

Cheryl Munson, Member

---

Geoff McKim, Member

---

Peter Iversen, Member

---

Kate Wiltz, Member

---

Marty Hawk, Member

(SEAL)

ATTEST:

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Brianne Gregory, Auditor, Monroe County, Indiana

**TIMETABLE AND CHECKLIST  
MONROE COUNTY, INDIANA  
\$3,100,000  
GENERAL OBLIGATION BONDS, SERIES 2024**

<b><u>Date</u></b>	<b><u>Action</u></b>
By end of August	County Commissioners and County Council meet to discuss and finalize scope of projects - done
September 11	County Commissioners meet to adopt Resolution approving bonds
September 17	County Council meets to (i) introduce Bond Ordinance and (ii) introduce Appropriation Ordinance
September 27	Notice of public hearing on additional appropriation of bond proceeds published (at least 10 days prior to the hearing) in the <i>Herald-Times</i>
October 8	County Council meets to hold public hearing on additional appropriation; adopts Bond Ordinance and Appropriation Ordinance
October 11	Notice of determination to issue bonds and notice of intent to sell bonds published (first time) in the <i>Herald-Times</i> ; notice posted in 3 public places in the County; notice of intent to sell bonds published in the <i>Indianapolis Business Journal</i>
By October 17	Municipal Advisor completes Preliminary Official Statement; if rating will be requested for the bonds, rating process completed
October 18	Notice of determination to issue bonds and notice of intent to sell bonds published (second time) in the <i>Herald-Times</i> ; notice posted in 3 public places in the County; notice of intent to sell bonds published in the <i>Indianapolis Business Journal</i> - done
October 28	Deadline for underwriters/financial institutions to submit notice of interest; 24-hour notice of sale given
October 29	Bond sale
Week of November 4	Closing documents prepared/circulated
November 13	Closing



# MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to:

[COUNCILREQUESTS@CO.MONROE.IN.US](mailto:COUNCILREQUESTS@CO.MONROE.IN.US)

Department: Commissioners Presenter: Jeff Cockerill/Angie Purdie

**REQUESTED Meeting Date:** 11/12/2024

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

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

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

Per Resolution 2024-14, do you approve the request being placed in the Consent Agenda Section? Yes

**NARRATIVE:** (Provide a brief explanation for the request.)

The Board of Commissioners approved a easement with the Southern Monroe Water Authority. The easement is on the parcel that is used by Smithville Diamonds for their athletic programs. The bulk of the easement utilizes areas not used by Smithville Diamonds. Southern Monroe Water Authority will work with Smithville Diamonds on scheduling of the work to minimize impact on the athletic programs.

Southern Monroe Water Authority serves the residents of Monroe County and the primary purpose of this project is to allow for more secure water delivery and fire protection response. The Commissioners have offered this easement at no cost to the Authority. No appraisals were acquired.

**COMPLETE ALL CORRESPONDING REQUEST INFORMATION ON SUBSEQUENT PAGES.**

## **ORDINANCE 2024- 53**

### **An Ordinance to Approve and Fix Terms and Conditions for the Purchase of Land**

**WHEREAS**, pursuant to the authority granted to the Monroe County Council (“Council”) by the General Assembly of the State of Indiana, under IC 36-2-2-20, the Council, “... a conveyance or purchase by a county of land having a value of one thousand dollars (\$1,000) or more must be authorized by an ordinance of the county fiscal body fixing the terms and conditions of the transaction.”; and

**WHEREAS**, the Monroe County Board of Commissioners intend grant an easement of land from to Southern Monroe Water Authority (“Authority) under certain terms, which are described in the attached and incorporated Easement agreement, marked as “Exhibit 1”; and

**WHEREAS**, the grant is done at no cost to the Authority, the agreement requires Council approval pursuant to IC 36-1-10.5-5 and IC 36-2-2-20.

**NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED BY THE MONROE COUNTY COUNCIL, AS FOLLOWS:**

Section 1. The Southern Monroe Water Authority is a not for profit who provides water services to Monroe County Residents.

Section 2. The Council wishes for Monroe County to grant of easement to the Authority as described in Exhibit 1. As the fiscal body for Monroe County, this Ordinance serves as the expression of the Council’s approving the easement, as required by IC 36-1-10.5-5.

Section 3. Per IC 36-2-2-20, the Council approves of all the terms and conditions described in the Easement Agreement, which is attached hereto as Exhibit 1. The Council recognizes that the purchase price does not exceed the average of two of the appraisals received and accepted by the Council.

Section 4. To the extent Council approval is required, the Council approves the execution and deliverance of any and all documents necessary to approve the “Easement Agreement” and authorizes officers of the County, to take any and all action necessary to ratify, approve, or finalize the transaction.

**Ordinance 2024-53 is hereby presented to the Monroe County Council of Indiana, read in full, and adopted this 12th day of November, 2024.**



**CROSS REFERENCE PURSUANT TO IC 32-23-2-5**

The easements created hereunder encumber real property. The most recent deeds conveying the real property on or within which the easements are located are recorded as Deed Record 279, Page 127 in the Office of the Recorder of Monroe County, Indiana.

**GRANT OF EASEMENT**

This Grant of Easement is entered into between the Board of Commissioners of Monroe County ("Grantor") and Southern Monroe Water Corporation aka Southern Monroe Water Authority (the "Grantee") (collectively, the "Owners").

Whereas, a water tank exists on Grantor's parcel that is owned and maintained by Grantee. Grantee is installing a booster station on Grantor's parcel. Grantor agrees to grant Grantee a perpetual easement over a portion of Grantor Parcel described in this Grant of Easement;

Therefore, in consideration of the covenants herein, Owners agree as follows:

1. RECITALS. The recitals are incorporated by reference into the terms of this Agreement.
2. GRANT OF EASEMENTS. Grantor conveys and grants to Grantee, and its heirs, successors and assigns, a non-exclusive perpetual easement ("Easement") to the following described real estate to erect, construct, install, reinstall, lay and thereafter use, operate, inspect, repair, maintain, and replace a water tank, booster station, water pump, driveway, access roads, security fencing, water mains, and any other water infrastructure, including any equipment and fixtures, utilities, and appurtenances as are necessary for the operation of the same:

Part of the northwest quarter of the southeast quarter of Section 3, Township 7 North, Range 1 West, Clear Creek Township, Monroe County, Indiana, being more particularly described as follows:

Commencing at the northwest corner of the southwest corner of the southeast quarter of Section 3; thence along the south boundary line of property recorded in Deed Record 279, page 127, north 89 degrees 07 minutes 48 seconds east, a distance of 1052.60 feet to a 5/8-inch rebar with cap "SNA INC LS 29500020"; thence north 89 degrees 01 minutes 31 seconds east, a distance of 236.83 feet to a 5/8-inch rebar with cap "SNA INC LS 29500020"; thence north 01 degree 14 minutes 45 seconds west, a distance of 156.43 feet to a 5/8-inch rebar with cap "SNA INC LS 29500020" marking the point of beginning; thence north 89 degrees 02 minute 30 seconds east, a distance of 46.90 feet

to a mag nail with washer "WALKER 20200085" in the center of Fairfax Road; thence along the centerline of Fairfax Road, north 02 degrees 20 minutes 30 seconds west, a distance of 194.72 feet to a mag nail with washer "WALKER 20200085"; thence continuing along the centerline of Fairfax Road, north 00 degrees 36 minutes 36 seconds west, a distance of 381.22 feet to a mag nail with washer "WALKER 20200085" on the north boundary line of property recorded in Deed Record 279, page 127; thence along said boundary line, south 89 degrees 17 minutes 31 seconds west, a distance of 84.00 feet to a 5/8-inch rebar with cap "WALKER 20200085"; thence south 00 degrees 36 minutes 36 seconds east, a distance of 343.69 feet to a 5/8-inch rebar with cap "WALKER 20200085"; thence south 89 degrees 01 minute 31 seconds west, a distance of 86.00 feet to a 5/8-inch rebar with cap "WALKER 20200085"; thence south 00 degrees 36 minutes 36 seconds east, a distance of 232.54 feet to a 5/8-inch rebar with cap "WALKER 20200085"; thence north 89 degrees 02 minute 35 seconds east, a distance of 128.99 feet to the point of beginning.

This parcel contains 1.583 acres, more or less, and is subject to all legal easements and rights-of-way. ("Easement Tract 1")

And also:

Part of the northwest quarter of the southeast quarter of Section 3, Township 7 North, Range 1 West, Clear Creek Township, Monroe County, Indiana, being more particularly described as follows:

Beginning at the northwest corner of the southwest corner of the southeast quarter of Section 3; thence along the south boundary line of property recorded in Deed Record 279, page 127, north 89 degrees 07 minutes 48 seconds east, a distance of 1052.60 feet to a 5/8-inch rebar with cap "SNA INC LS 29500020"; thence north 01 degree 09 minutes 33 seconds west, a distance of 10.00 feet; thence south 89 degrees 07 minutes 48 seconds west, a distance of 1052.54 feet to the west line of the southwest quarter of Section 3; thence along said quarter-section line, south 00 degrees 52 minutes 12 seconds east, a distance of 10.00 feet to the point of beginning. ("Easement Tract 2")

3. **TEMPORARY CONSTRUCTION EASEMENT.** Grantor also conveys a temporary construction easement to Grantee for the purpose of construction in the form of a 10-foot wide strip of even width, parallel with and adjoining the north side of the above-described perpetual Easement Tract 2.

Grantee shall pay for all the cost of restoring Grantor Property over such areas of Grantor Property that are damaged or disrupted solely due to Grantee's construction.

4. **MAINTENANCE.** Grantee shall be solely responsible for maintaining and repairing the Easement, except for damages caused by Grantor or Grantor's tenants, guests, invitees, or agents. Grantee shall attempt to provide reasonable notice to Grantor prior to commencing any major maintenance or repair work. All work shall be performed in a workmanlike manner. Grantee shall be responsible for restoring Grantor Property after any maintenance or repair work. Grantor, the successors and assigns, shall not place any permanent structure or improvements on or over the Easement. Grantor shall not interfere with the easement rights granted by this Agreement.

5. ENFORCEMENT. The covenants, restrictions and obligations of this Easement Agreement run with the land and are binding on the parties and their respective successors in interest to the parcels and may be enforced at law or in equity. Any dispute arising out of the terms of this Easement Agreement shall be submitted first to mediation. Any matter unresolved through mediation can be enforced through the courts in the State of Indiana. **The parties waive any right to trial by jury.** For any dispute arising out of this Agreement, properly filed in the courts of the State of Indiana, the prevailing party shall be entitled to recovery of reasonable attorney fees.

Executed in Bloomington, Indiana, and effective as of the date executed by all Owners.

**Grantor: Board of Commissioners of Monroe County**

Approved by the Board of Commissioners of Monroe County at its meeting on \_\_\_\_\_, 2024.

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Grantee: Southern Monroe Water Corporation aka Southern Monroe Water Authority**

Approved by the Southern Monroe Water Corporation aka Southern Monroe Water Authority at its meeting on \_\_\_\_\_, 2024.

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

STATE OF INDIANA            )  
  )ss:  
COUNTY OF MONROE        )

Before me, a Notary Public in and for said County and State, on \_\_\_\_\_, 2024, personally and individually appeared the above \_\_\_\_\_, of legal age, who acknowledged the execution of the foregoing Grant of Easement to be a voluntary act for the purposes set forth and that in executing this Grant of Easement on behalf of the Board of Commissioners of Monroe County represents and certifies that she is an authorized commissioner of the Board of Commissioners of Monroe County and has been fully empowered, by proper action of the Board of Commissioners of Monroe County, to execute and deliver this Grant of Easement, that she has full corporate capacity to execute the Grant of Easement, and that all necessary governmental action for the authority to make this grant has been made and done, and who, having been duly sworn, under the penalties for perjury, stated that the matters set forth are true and correct.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Signature - Notary Public

\_\_\_\_\_  
Printed - Notary Public

Resident of \_\_\_\_\_ County, Indiana

STATE OF INDIANA            )  
  )ss:  
COUNTY OF MONROE        )

Before me, a Notary Public in and for said County and State, on \_\_\_\_\_, 2024, personally and individually appeared the above \_\_\_\_\_, of legal age, who acknowledged the execution of the foregoing Grant of Easement to be a voluntary act for the purposes set forth and that in executing this Grant of Easement on behalf of the Southern Monroe Water Corporation aka Southern Monroe Water Authority represents and certifies that he is an authorized member of the Southern Monroe Water Corporation aka Southern Monroe Water Authority and has been fully empowered, by proper action of the Southern Monroe Water Corporation aka Southern Monroe Water Authority, to execute and deliver this Grant of Easement, that he has full corporate capacity to execute the Grant of Easement, and that all necessary governmental action for the authority to make this grant has been made and done, and who, having been duly sworn, under the penalties for perjury, stated that the matters set forth are true and correct.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Signature - Notary Public

\_\_\_\_\_  
Printed - Notary Public

Resident of \_\_\_\_\_ County, Indiana

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Christine L. Bartlett

This instrument was prepared by Ferguson Law of 403 E. Sixth Street, Bloomington, Indiana 47408.

# MIDWESTERN ENGINEERS, INC.

*Consultants • Mechanical • Electrical • Civil*

P.O. BOX 295  
LOGOOTE, INDIANA  
47553  
812-295-2800

**DATE:** August 8, 2024

**MEI PROJECT NO:** 2023076

**PROJECT:** Plat of Survey  
Southern Monroe Water Corp., Monroe County, Indiana

**TO:** Southern Monroe Water Authority  
5790 S. Fairfax Rd.  
Bloomington, IN 47401

Attn: Ted Prince, Larry Smith & Rodney Ira

<input type="checkbox"/>	Your Messenger	<input checked="" type="checkbox"/>	Prints (Certified Survey)
<input type="checkbox"/>	Our Messenger	<input type="checkbox"/>	Shop Drawings
<input type="checkbox"/>	Mail	<input type="checkbox"/>	Samples
<input checked="" type="checkbox"/>	UPS	<input type="checkbox"/>	Specifications
<input type="checkbox"/>	Bus or Truck	<input type="checkbox"/>	Inspection
<input type="checkbox"/>	Other	<input type="checkbox"/>	Report
<input type="checkbox"/>		<input type="checkbox"/>	Other

NO. OR TITLE	EACH
Certified Survey	Three (3)

**NOTE:**

Dear Mr. Prince, Mr. Smith & Mr. Ira,  
Enclosed please find three (3) copies of the Certified Survey for the above referenced project for your use. I will also bring prints of the certified survey to your board meeting. If you have any questions, please feel free to let me know.

Sincerely,  
MIDWESTERN ENGINEERS, INC.



Eddison Peters, EI  
Asst. Project Engineer

EWP/amc  
Enclosures



# PLAT OF SURVEY

PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 7 NORTH, RANGE 1 WEST, CLEAR CREEK TOWNSHIP, MONROE COUNTY, INDIANA

**Certificate of Survey**  
 I, the undersigned, Surveyor, do hereby certify that the above described plat of survey was prepared by me or under my direct supervision and that I am a duly licensed Surveyor in the State of Indiana. I further certify that the plat of survey was prepared in accordance with the laws and regulations of the State of Indiana and that the same is a true and correct copy of the original plat of survey as the same appears on the records of the office of the Surveyor of the State of Indiana.

**Surveyor's Report**  
 This plat of survey was prepared in accordance with the laws and regulations of the State of Indiana and that the same is a true and correct copy of the original plat of survey as the same appears on the records of the office of the Surveyor of the State of Indiana. I further certify that the plat of survey was prepared in accordance with the laws and regulations of the State of Indiana and that the same is a true and correct copy of the original plat of survey as the same appears on the records of the office of the Surveyor of the State of Indiana.

**Legal Description for New Plat of Survey**  
 Grantor: Board of Commissioners of Monroe County, Indiana  
 Grantee: Southern Monroe High School  
 This plat of survey was prepared in accordance with the laws and regulations of the State of Indiana and that the same is a true and correct copy of the original plat of survey as the same appears on the records of the office of the Surveyor of the State of Indiana.

**Legal Description for Existing Plat of Survey**  
 Grantor: Board of Commissioners of Monroe County, Indiana  
 Grantee: Southern Monroe High School  
 This plat of survey was prepared in accordance with the laws and regulations of the State of Indiana and that the same is a true and correct copy of the original plat of survey as the same appears on the records of the office of the Surveyor of the State of Indiana.

**Notes**  
 1. THIS PLAT OF SURVEY WAS PREPARED BY THE SURVEYOR ACCOMPANIED BY THE ASSOCIATED SURVEYING ENGINEER.  
 2. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A WARRANTY OF ANY KIND.  
 3. THE SURVEYOR'S LIABILITY IS LIMITED TO THE ACCURACY OF THE SURVEY DATA PROVIDED BY THE CLIENT.

**Surveyor's Certificate**  
 I, the undersigned, Surveyor, do hereby certify that the above described plat of survey was prepared by me or under my direct supervision and that I am a duly licensed Surveyor in the State of Indiana. I further certify that the plat of survey was prepared in accordance with the laws and regulations of the State of Indiana and that the same is a true and correct copy of the original plat of survey as the same appears on the records of the office of the Surveyor of the State of Indiana.

**Surveyor's Information**  
 Name: [Name]  
 Address: [Address]  
 Phone: [Phone]  
 Email: [Email]

**Surveyor's Signature**  
 [Signature]  
 [Printed Name]

**Midwestern Engineers, Inc.**  
 200 West Broadway, P.O. Box 200  
 Terre Haute, Indiana 47780  
 Phone: 812-233-8800  
 Fax: 812-233-8801  
 Email: info@midwesterneng.com

Specialties: Surveying, Engineering, Planning, Design, Construction Management

Services: Civil, Mechanical, Electrical

**SOUTHERN MONROE**  
 MONROE COUNTY, INDIANA  
**PLAT OF SURVEY**

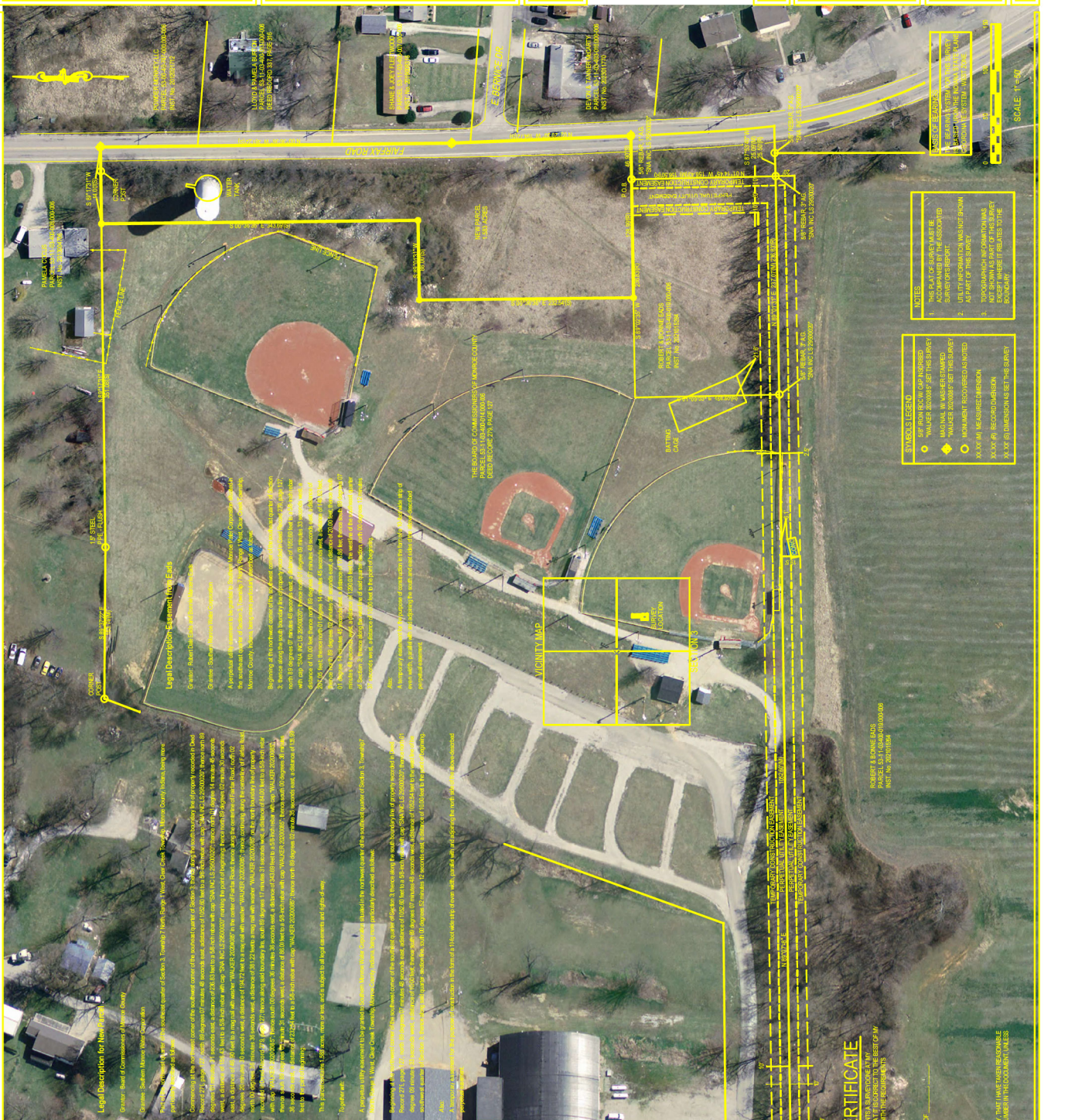
**NOTES**  
 1. THIS PLAT OF SURVEY WAS PREPARED BY THE SURVEYOR ACCOMPANIED BY THE ASSOCIATED SURVEYING ENGINEER.  
 2. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A WARRANTY OF ANY KIND.  
 3. THE SURVEYOR'S LIABILITY IS LIMITED TO THE ACCURACY OF THE SURVEY DATA PROVIDED BY THE CLIENT.

**LEGEND**  
 (Symbol) EXISTING SURVEY DATA  
 (Symbol) NEW SURVEY DATA  
 (Symbol) PROPERTY LINE  
 (Symbol) EASEMENT

**DATE**  
 3/1/2024  
**BY**  
 [Name]  
**DATE**  
 3/1/2024  
**BY**  
 [Name]

**SCALE**  
 1" = 40'

**DATE**  
 3/1/2024





# MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to:

[COUNCILREQUESTS@CO.MONROE.IN.US](mailto:COUNCILREQUESTS@CO.MONROE.IN.US)

Department: Commissioners Presenter: Jeff Cockerill/Angie Purdie

**REQUESTED Meeting Date:** 11/12/2024

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

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

Was the Council Liaison notified prior to submitting the agenda request? No

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

**NARRATIVE:** (Provide a brief explanation for the request.)

The Board of Commissioners approved an interlocal agreement with Bloomington Transit. This agreement utilizes the funding the County Council had previously approved. State law requires either the County Council or the State Attorney General to approve interlocal agreements.

**COMPLETE ALL CORRESPONDING REQUEST INFORMATION ON SUBSEQUENT PAGES.**



## RESOLUTION 2024-38

**A Resolution Approving the Interlocal Cooperation Agreement between the Bloomington Public Transit Corporation and Monroe County, Indiana, in regards to Transit Route to Park 48.**

**WHEREAS**, be it resolved that the Monroe County Commissioners passed, An Interlocal Cooperation Agreement between Monroe County, Indiana and Bloomington Public Transit Corporation regarding a new transit route (“Interlocal”), and;

**WHEREAS**, the Interlocal agreement is attached as Exhibit 1; and,

**WHEREAS**, the Monroe County Council has reviewed and approves of the Interlocal.

**BE IT THEREFORE RESOLVED**, that the Monroe County Council approves the Interlocal Cooperation Agreement between Monroe County, Indiana and Bloomington Public Transit Corporation.

Dated this **12th** day of **November, 2024**.

### MONROE COUNTY COUNCIL

Aye  Nay  Abstain/Pass  Not Present

\_\_\_\_\_  
Trent Deckard, President

Aye  Nay  Abstain/Pass  Not Present

\_\_\_\_\_  
Jennifer Crossley, President Pro Tempore

Aye  Nay  Abstain/Pass  Not Present

\_\_\_\_\_  
Marty Hawk, Councilor

Aye  Nay  Abstain/Pass  Not Present

\_\_\_\_\_  
Peter Iversen, Councilor

Aye  Nay  Abstain/Pass  Not Present

\_\_\_\_\_  
Geoff McKim, Councilor

Aye  Nay  Abstain/Pass  Not Present

\_\_\_\_\_  
Cheryl Munson, Councilor

Aye  Nay  Abstain/Pass  Not Present

\_\_\_\_\_  
L. Kate Wiltz, Councilor

**ATTEST:**

\_\_\_\_\_  
Brianna Gregory, Auditor  
Monroe County, Indiana

\_\_\_\_\_  
Date

EXHIBIT 1

INTERLOCAL COOPERATION AGREEMENT BETWEEN BLOOMINGTON PUBLIC  
TRANSPORTATION CORPORATION AND MONROE COUNTY, INDIANA

This Interlocal Cooperation Agreement (the "Agreement") is made this \_\_\_ day of November, 2024, by and between the Monroe County Board of Commissioners, herein called "MONROE COUNTY", and the Bloomington Public Transportation Corporation, herein called "BPTC." MONROE COUNTY AND BPTC are collectively referred to herein as the "Parties.

WHEREAS, BPTC is an Indiana Public Transportation Corporation authorized to provide transportation services under Ind. Code § 36-9-4, *et seq.*; and

WHEREAS, MONROE COUNTY, through the services of BPTC, desires to provide bus transportation services to areas outside the boundaries of the City of Bloomington; and

WHEREAS, BPTC provides regular, fixed-route bus transit service over established routes during published hours and at published frequencies; and

WHEREAS, BPTC owns adequate buses to serve the route described in Exhibit 1-A, attached hereto and incorporated herein by reference (the "Route"), at the times and on the dates specified in such Exhibit; and

WHEREAS, BPTC is permitted to serve the Route pursuant to Ind. Code § 36-9-4-29.4.

WHEREAS, the Route will connect to regular routes of BPTC, and will operate on a regular schedule consistent with, and will further provide connectivity to, other fixed route service; and

WHEREAS, BPTC will control the Route, and the schedule contemplated by this Agreement; and

WHEREAS, BPTC wishes to provide transportation services to include the Route at approximately the times and on the dates specified in Exhibit 1-A (the "Services"), and MONROE COUNTY wishes to pay for a portion of the Services, pursuant to the terms and conditions of this Agreement; and

WHEREAS, Ind. Code § 36-1-7, *et seq.* permits governmental entities to jointly exercise powers through Interlocal Cooperation Agreements (such as this Agreement).

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall begin on January 1, 2025, and shall

end on December 31, 2025 (the “Term”); provided, however, the Parties acknowledge and agree that while the provision of the Services by BPTC shall be discontinued at the expiration of the Term, MONROE COUNTY’s obligation to make the final installment under Section 5 of this Agreement shall survive the expiration of the Term.

2. Purpose. The purpose of this Agreement is to facilitate the provision of the Services to include the Route in order to enhance employment opportunities or serve persons who are elderly, with a disability, or otherwise in need of public transportation. BPTC agrees to provide the Services for the duration of the Term unless this Agreement is terminated by the mutual agreement of the Parties.
3. Manner of Financing and Administration. Financing, staffing and supplying of the Services under this Agreement shall be provided by BPTC, and in exchange therefore, MONROE COUNTY shall pay BPTC the sums set forth in Section 5 below, using funds made available to MONROE COUNTY through the State and Local Fiscal Recovery program as created by Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. 117-2)(“ARPA Funds”). MONROE COUNTY represents and warrants to BPTC that payment for the Services is an eligible use of ARPA Funds, and that all conditions precedent have been met for the use of ARPA Funds in connection with this Agreement. Administration of the Services shall be carried out by BPTC, through its qualified employees, under the direction of BPTC’s Board of Directors (the “Board”) by virtue of the powers conferred to the Board pursuant to Ind. Code § 36-9-4, *et seq.*
4. Services. BPTC agrees to provide the Services for the duration of the Term; provided, however, BPTC’s obligation to provide the Services may altered, to include the temporary reconfiguration of the Route, to the extent necessary when weather, construction, safety, or logistical concerns require such alteration. Any material and permanent changes to the provision of the Services hereunder shall be subject to the mutual agreement of the Parties, and in such event, the sums payable to BPTC hereunder shall be equitably adjusted.
5. Payment. In exchange for the provision of the Services, MONROE COUNTY agrees to pay BPTC the total sum of One Hundred Seventy-Seven Thousand, Eight Hundred Eighty-Five and 00/100 Dollars (\$177,885.00)(the “Fee”). The Fee shall be paid pursuant to the following schedule:

<u>February 15, 2025</u>	<u>\$14,821.50</u>
<u>March 15, 2025</u>	<u>\$14,821.50</u>
<u>April 15, 2025</u>	<u>\$14,821.50</u>

<u>May 15, 2025</u>	<u>\$14,821.50</u>
<u>June 15, 2025</u>	<u>\$14,821.50</u>
<u>July 15, 2025</u>	<u>\$14,821.50</u>
<u>August 15, 2025</u>	<u>\$14,821.50</u>
<u>September 15, 2025</u>	<u>\$14,821.50</u>
<u>October 15, 2025</u>	<u>\$14,821.50</u>
<u>November 15, 2025</u>	<u>\$14,821.50</u>
<u>December 15, 2025</u>	<u>\$14,821.50</u>
<u>January 15, 2026</u>	<u>\$14,821.50</u>

6. Standard of Care. BPTC shall, at all times, exercise reasonable care and ordinary prudence when providing the Services hereunder. BPTC's obligation in this regard includes utilizing buses that are in a safe and sanitary condition.
  
7. Compliance with Applicable Law. The Parties shall comply with all applicable federal, state and local laws and regulations.
  
8. Indemnification. Each Party agrees that it shall indemnify and hold harmless the other and its Board, officers, agents and employees from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") to the extent that such Claims are found to be caused by any negligent act or omission of the indemnifying party or its officers, agents, or employees in the performance of the training activities described in this agreement. Provided, however, that the obligations of the indemnifying party under this paragraph shall be limited in substance by statutes, regulations, and constitutional provisions designed to protect the exposure and liability of that party as an instrumentality of the State of Indiana (e.g., actions and conditions as to which that party is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, the continued ability to defeat a claim by reason of contributory negligence or fault of claimant), so that its liability to indemnify, defend and hold harmless shall not exceed what might have been its liability to a claimant if sued directly by the claimant and all appropriate defenses had been raised by the indemnifying party.
  
9. Insurance.
  - a) Throughout the Term, BPTC shall carry a commercial auto policy of at least One Million Dollars (\$1,000,000.00), a general liability policy of at

least Two Million Dollars (\$2,000,000.00), and an umbrella policy of Five Million Dollars (\$5,000,000.00) on which MONROE COUNTY shall be listed as an additional insured. BPTC shall provide MONROE COUNTY with evidence of such insurance in a form acceptable to MONROE COUNTY.

- b) Throughout the Term, MONROE COUNTY shall maintain in full force and effect a general liability policy of insurance with limits of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate on which BPTC shall be listed as an additional insured. MONROE COUNTY shall provide BPTC with evidence of such insurance in a form acceptable to BPTC.

10. Default.

- a) BPTC at its option, may by written notice to MONROE COUNTY, declare this Agreement in default in the event MONROE COUNTY fails to make timely payment of the amounts required hereunder or fails to abide by any of its other obligations as set forth herein and such default is not cured within ten (10) days after BPTC gives written notice thereof to MONROE COUNTY. In the event of such a default, BPTC may pursue its remedies at law or in equity, and in doing so may recover any and all funds due and owing hereunder, plus reasonable attorney's fees and litigation costs.
- b) MONROE COUNTY may, by written notice to BPTC, declare this Agreement in default in the event BPTC fails in material part to provide the Services as and when required hereunder, or in the event BPTC fails to abide by any of its other obligations as set forth herein and such default is not cured within ten (10) days after MONROE COUNTY gives written notice thereof to BPTC. In the event of such default, MONROE COUNTY may pursue its remedies at law or in equity, and in doing so may recover its reasonable attorney's fees and litigation costs.

11. Nonwaiver. Failure of either party, in one (1) or more instance, to insist on the performance of any of the terms of this Agreement, or to exercise any right or privilege conferred herein, shall not thereafter be construed as a waiver of such terms, which terms shall continue in force and effect as if no such waiver had occurred.

12. Notice. Any notices to be given hereunder shall be deemed given when sent by registered or certified mail to the following names and addresses:

MONROE COUNTY:

BPTC:

Attention: County Commissioners  
100 W Kirkwood Ave  
Bloomington, IN 47404

Attention: John Connell  
130 W. Grimes Lane  
Bloomington, IN 47403

13. Governing Law. This Agreement shall be governed and construed under the laws of the State of Indiana.
14. Assignment. The Parties agree that this Agreement may not be assigned or transferred, in whole or in part, without the prior written consent of the non-transferring party.
15. Relationship of Parties. BPTC, an independent contractor, is solely in charge of the manner and method of delivery of the Services. MONROE COUNTY shall exercise no control over BPTC's employees, servants, agents, subcontractors or representatives, nor the method or means employed by BPTC in the delivery of the Services.
16. Non-discrimination. In the performance of its work under this Agreement, it is agreed that BPTC, and any of its subcontractors, or any person acting on its behalf, shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

It is further agreed that a penalty may be deducted from this Agreement in the sum of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of this provision. If a second or subsequent violation occurs, this Agreement may be terminated, and all monies due or to become due hereunder may be forfeited. It is further agreed that a breach of this covenant may be considered a material breach of this Agreement.

17. Compliance with Law. BPTC shall, at its own expense, obtain all licenses and permits which may be necessary as a result of this Agreement. BPTC shall comply with all applicable laws and regulations, and indemnify and save harmless MONROE COUNTY for any fines or expenses of any nature which it might incur from BPTCs 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.

BPTC will also comply with Ind. Code § 22-5-1.7-3. Specifically,

- a) BPTC shall enroll in and verify the work eligibility status of all newly hired employees of BPTC through the E-Verify program.
- b) BPTC shall not, however, be required to verify the work eligibility status of newly hired employees through the E-Verify program if the E-Verify program no longer exists.
- c) BPTC shall sign an affidavit affirming that BPTC does not knowingly employ an unauthorized alien.

**[Remainder of Page Intentionally Blank]**

IN WITNESS WHEREOF, the Parties have executed this Agreement the date first above written.

MONROE COUNTY, INDIANA BOARD OF COMMISSIONERS

By: \_\_\_\_\_

Julie Thomas, President

\_\_\_\_\_  
WITNESS:

Bloomington Public Transportation Corporation

By: \_\_\_\_\_

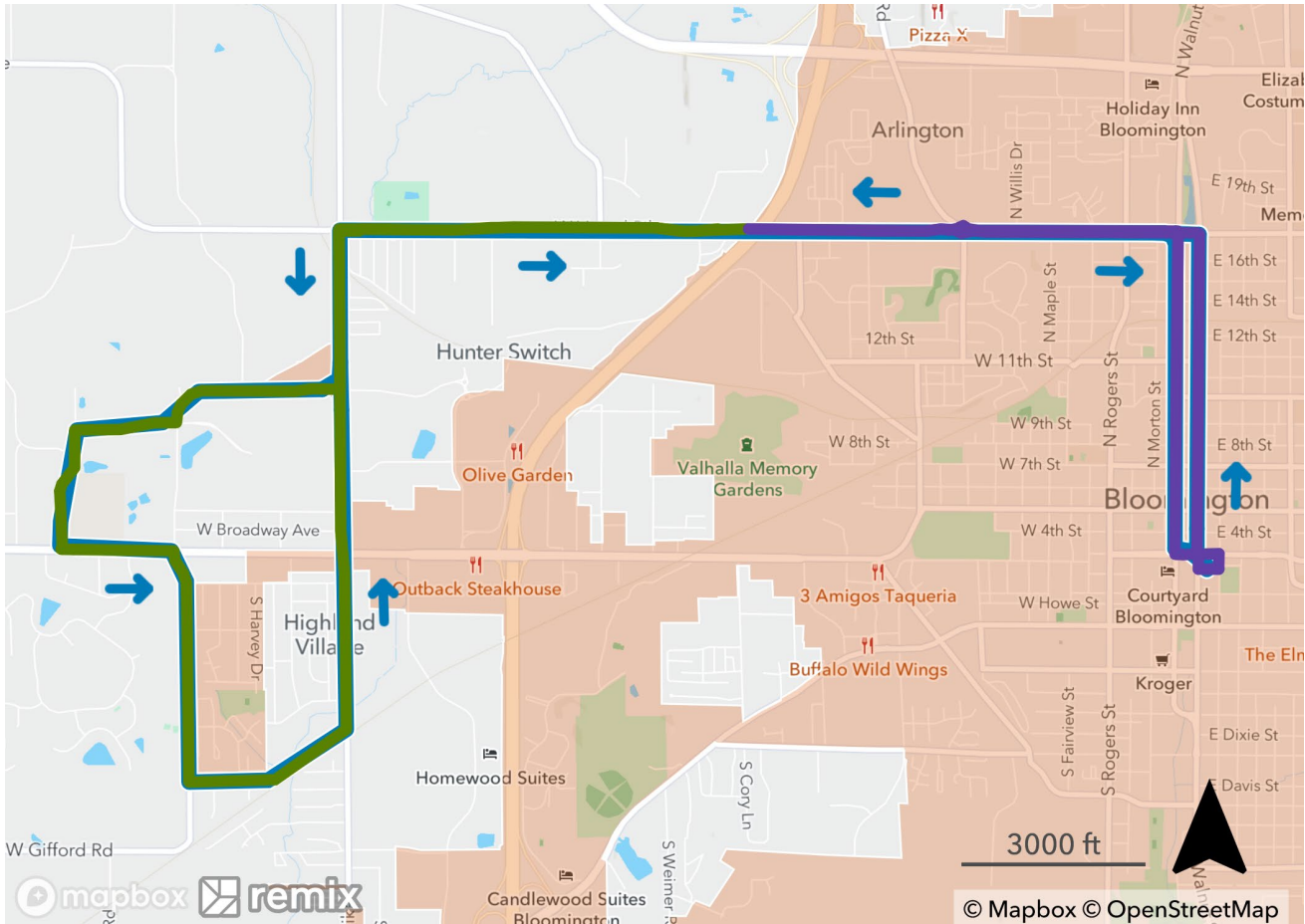
James McLary, Chair, Board of Directors  
130 W. Grimes Lane  
Bloomington, In 47403

WITNESS:  
\_\_\_\_\_



## Monroe County Proposed Transit Service

After submitting for review three proposed route options, Monroe County officials expressed interest in the following route. This route would service Park 48, including Ivy Tech and nearby manufacturers, low-income housing developments on Vernal Pike, and new developments in the Park Square and Curry Pike areas. The county requested that the initial cost proposal be amended to discount the portion of the route within city boundaries. Below is the amended cost proposal for review.



The total route miles is approximately 12.5 miles. The green segment represents the portion that services the county and county-requested location. The purple segment represents the portion of the route that serves the city of Bloomington. The green segment is approximately 7 miles or 56% of total route miles and the purple segment is approximately 5.5 miles or 44% of total route miles.

**Cost estimates for the service proposals is as follows:**

Daily Fixed Route cost is 12 hours x \$103/hour =	\$1,236
Annual Fixed Route cost \$1,236 x 257 service days =	\$317,652
Credit for Route Miles with Bloomington City (44%) =	\$(139,767)
Local Matching Funds from County	<b>\$177,885</b>

EXHIBIT A

**Proposed County Route Demographics**

<b>Population (Census 2020)</b>	12,688
<b>Jobs</b>	17,486
<b>% of people in poverty</b>	48%
<b>Car free households</b>	572
<b>% of households that are car free</b>	14%
<b>% of people living with a disability</b>	8%
<b>SNAP Retailers 2023</b>	19
<b>% of people who are 65+</b>	8%
<b>% of people who are 17-</b>	7%
<b>Households</b>	3,989
<b>% of households with one car</b>	53%

**Proposed County Route Schedule**

Monday – Friday

<b>Transit Center</b>	<b>Will Detmer Park</b>	<b>Ivy Tech</b>	<b>Simtra</b>	<b>Garden Hill Mobile Home Park</b>	<b>Transit Center</b>
6:40	6:52	7:04	7:11	7:16	7:30
7:40	7:52	8:04	8:11	8:16	8:30
8:40	8:52	9:04	9:11	9:16	9:30
9:40	9:52	10:04	10:11	10:16	10:30
10:40	10:52	11:04	11:11	11:16	11:30
11:40	11:52	12:04	12:11	12:16	12:30
12:40	12:52	13:04	13:11	13:16	13:30
13:40	13:52	14:04	14:11	14:16	14:30
14:40	14:52	15:04	15:11	15:16	15:30
15:40	15:52	16:04	16:11	16:16	16:30
16:40	16:52	17:04	17:11	17:16	17:30
17:40	17:52	18:04	18:11	18:16	18:30

Annual Hours: 3,084

Annual Miles: 38,519



# MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to:

[COUNCILREQUESTS@CO.MONROE.IN.US](mailto:COUNCILREQUESTS@CO.MONROE.IN.US)

Department: Commissioner's Office Presenter: Angie Purdie, Commissioners' Admin

**REQUESTED Meeting Date:** 11/12/2024

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

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

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

Per Resolution 2024-14, do you approve the request being placed in the Consent Agenda Section? Yes

**NARRATIVE:** (Provide a brief explanation for the request.)

This is a request for an additional appropriation in County General 0161 (20's & 30's) of \$208,900.00.

It has been advised to conduct in-category transfers before additional appropriations are requested. Currently there aren't extra appropriations in funds to make the necessary transfers.

We have also incurred additional expenses associated with Utilities, Contracts and Trash PickUp for the Showers Building as Olympus will no longer be paying these expenses. (Letter attached)

**COMPLETE ALL CORRESPONDING REQUEST INFORMATION ON SUBSEQUENT PAGES.**





# MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to:

[COUNCILREQUESTS@CO.MONROE.IN.US](mailto:COUNCILREQUESTS@CO.MONROE.IN.US)

Department: Prosecutor Presenter: Beth Hamlin

**REQUESTED Meeting Date:** 11/12/2024

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

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

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

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

**NARRATIVE:** (Provide a brief explanation for the request.)

This is a request to create a new location number for grant tracking purposes, and to appropriate renewed STOP grant funding, for grant number STOP-2024-00002. The funds will pay a portion of salary and benefits for a full time Sex Crimes DPA specialist, a full time Domestic Violence DPA specialist, and a part time assistant to the Special Victims Unit.

This is a request to appropriate STOP grant funding for the time period 10/1/2024 - 9/30/25. Total funding for this contract is \$129,273.42. A match of \$43,087.48 is required and is paid by way of the balance of salary and benefits for these positions. The match is paid out of the Public Safety LIT fund.

**COMPLETE ALL CORRESPONDING REQUEST INFORMATION ON SUBSEQUENT PAGES.**





# MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to:

[COUNCILREQUESTS@CO.MONROE.IN.US](mailto:COUNCILREQUESTS@CO.MONROE.IN.US)

Department: YSB

Presenter: Victoria Thevenow/Vanessa Schmidt

**REQUESTED Meeting Date:** 11/12/2024

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

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

Additional Appropriation(s) (pg.2)

Category Transfer(s) (pg.3)

Fund to Fund Transfer (pg.4)

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

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

Other (Specify): \_\_\_\_\_

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

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

**NARRATIVE:** (Provide a brief explanation for the request.)

This request is for the approval of the IYSA 1503 grant awarded to YSB for the year of 07/01/2024 through 06/30/2025 for the amount of \$42,860. This grant is used to fund half of the salary and benefits of our full time Education Case Manager, supplement of our hourly direct care staff in the shelter, and training/travel.

**COMPLETE ALL CORRESPONDING REQUEST INFORMATION ON SUBSEQUENT PAGES.**





## YOUTH SERVICE BUREAU SERVICES GRANT AGREEMENT

Revised July 2023

This Grant Agreement (“Grant Agreement”, “Grant”, or “Agreement”), entered into by and between the Indiana Youth Services Association (hereinafter “IYSA”) and **Youth Services Bureau of Monroe County** (the “Grantee”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

### 1. Purpose of this Grant Agreement; Funding Source; Administration.

- A. **Purpose.** The purpose of this Grant Agreement is to enable the Indiana Department of Child Services (“State” or “DCS”), through its administrator, IYSA, to award an annual grant for certain youth service bureau services (the “Grant”), as authorized by Indiana Code (“IC”) § 31-26-1 et seq., to the Grantee. The Grantee, as a certified youth service bureau (“Youth Service Bureau” or “YSB”) as defined in IC § 31-26-1-2 is to use Grant funds for eligible costs of the services/project (referred to herein as the “Youth Service Bureau Services/Project” or “Project”) as described in more detail herein in the county or counties, set out in Section 3.B, for which the Grantee has been chosen by the State to provide such Youth Service Bureau Services/Project services. The grant funds received by the Grantee pursuant to this Grant Agreement (“Grant Funds”) shall be used only to implement the Youth Service Bureau Services/Project or to provide the services in conformance with this Grant Agreement and for no other purpose.
- B. **Funding Source.** Funding for this Grant Agreement is provided by the State through IC § 31-26-1 et seq., which establishes the “Youth Service Bureau Fund”, with funds appropriated by the Indiana General Assembly and administered by IYSA on behalf of the State pursuant to IC § 31-25-1-1 et seq. Grant Funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with IC § 31-26-1 et seq. and any rules adopted thereunder.
- C. **Administration.** IYSA is contracted by the DCS and has been designated the administrator for DCS as it relates to the Grant Funds. IYSA is a 501(c)3 organization that is comprised of Youth Service Bureau Partners that deliver community based juvenile delinquency and family support programming. IYSA’s current 30 Partners serve approximately 45 Hoosier counties. Youth Services Bureaus serve vulnerable youth and families and offer programming that supports positive youth development. While the YSBs themselves conduct these programs and sustain the links among social services in their community, IYSA supports them with professional assistance and training, community education, and advocacy.

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

- A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive Grant Funds and that the information set forth in its response to the Indiana Youth Services Association Request for Proposal to Provide Youth Service Bureau Services, dated October 23, 2020, (“YSB RFP”) is true, complete, and accurate. The Grantee’s response to the YSB RFP (the “Grantee’s RFP Response”), referred hereto as **Attachment A** and is incorporated fully herein, includes, but is not limited to, any proposal, program narrative, plan, budget or other document submitted by the Grantee and approved by the State for the purpose of obtaining funding through this Grant Agreement. The Grantee expressly agrees to promptly repay all Grant Funds paid to it

under this Grant Agreement if it is determined, solely at DCS' discretion, that it was ineligible to receive the Grant Funds or it made any material misrepresentation in the Grantee's RFP Response.

The YSB RFP, which is maintained by the State through IYSA, is incorporated fully herein by reference and is available upon request.

- 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. In order to accomplish the above-referenced Purpose in Section 1.A, the Grantee shall provide the Youth Service Bureau Services/Project set out in more detail herein and in accordance with the following:
- 1) The Grantee's RFP Response, which was submitted by the Grantee in accordance with the specifications of the YSB RFP;
  - 2) As set forth in the award letter; and
  - 3) As described in the YSB RFP.
- B. As approved by IYSA, the Grantee shall provide the Youth Service Bureau Services/Project services for the county or counties for which the Grantee has been chosen by IYSA to provide such Project services. The Grantee shall provide Project services for the following county or counties: Monroe County.
- C. The Grantee shall comply with all terms, provisions, and conditions applicable to the Youth Service Bureau Services/Project it provides pursuant to this Grant Agreement.
- D. The Youth Service Bureau Fund is designed to provide reimbursement for community-based service delivery of YSBs in accordance with four (4) core roles as outlined in IC § 31-26-1-3(2):
- 1) Support, represent, and protect the rights of young people.
  - 2) Prevent adolescent misbehavior and divert young people from the justice system.
  - 3) Maintain a referral system with other service agencies that might benefit young people.
  - 4) Inform and educate citizens about the functions and services available through the organization and serve as a link between the needs of youth and the community.

For purposes of the YSB RFP and this Grant Agreement, juvenile delinquency prevention services (referenced above in subparagraph 2)) are the only services the Grantee is to provide through the Project using Grant Funds under this Grant Agreement. However, in order to receive Grant Funds through this Grant Agreement for the juvenile delinquency prevention services component, the Grantee shall have the services described in the remaining three (3) core roles (as referenced directly above in subparagraphs 1), 3), and 4)) in place and recorded in the IYSA database.

- E. Required Attendance at IYSA trainings and peer reviews: Each year of this Grant Agreement, the Grantee shall attend all parts of three (3) of the four (4) IYSA quarterly meetings offered for YSBs. In addition, each year of this Grant Agreement, the Grantee shall participate in up to two (2) IYSA-conducted YSB peer reviews, unless being reviewed.

- F. Required Reports: The Grantee shall comply with all of the reporting requirements specified in the currently applicable IYSA Service Standards, including reporting on 12 clients or 20% of youth served each month in paid programs (whichever number is higher but no more than 75 youths) in order to ensure a representative sample for outcome reporting. Monthly reports shall be submitted with client information, regardless of funding reimbursement, and outcome reporting shall be completed for at least 80% of all YSB funded youth using the standardized outcome measurement tool provided by IYSA and the protocol for collecting outcomes as outlined in the Outcome Assessment Policy and Procedure. In the event that Grantee has no additional funding left for any quarter of a funding cycle, the Grantee shall continue to enter clients previously funded and still enrolled in programming and/or non-funded program youth for outcomes reporting purposes.
- G. In addition to meeting the reporting requirements described above in paragraph E of this Section, the Grantee shall prepare and submit to the State or IYSA, if requested by the State or IYSA, any information required by the State for reports or evaluations necessary to monitor services, programs, or outcomes. The State, through IYSA's administration, will attempt to standardize the timing and content of required reports.
- H. As requested by State or IYSA, the Grantee shall provide self-authenticated records to the State or IYSA.
- I. Disaster Plan: The Grantee shall maintain a disaster plan on the IYSA database in order to fulfill this requirement for the peer review of the Grantee.
- J. Design/Implementation/Modification: The Grantee shall be solely responsible for the proper design and implementation of the Youth Service Bureau Services/Project as described above in this Grant Agreement. The Grantee shall complete the Project in accordance with the plans and specifications outlined in the currently applicable IYSA Service Standards, the Grantee's RFP Response attached as **Attachment A**, in accordance with all of the other plans and/or specifications contained and/or referenced above. Modification of the Youth Services Bureau Services/Project shall require prior written approval of IYSA.

#### 4. Term.

This Grant Agreement commences on July 1, 2023 and shall remain in effect through June 30, 2025. 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. The Indiana Department of Child Services, the original source of the grant funds, has given IYSA permission to continue this grant agreement for up to six years, without a resubmission of the grant proposal.

#### 5. Grant Funding.

- A. The Grantee shall be reimbursed by IYSA for allowable costs incurred by the Grantee in accordance with this Grant Agreement and the currently applicable IYSA Service Standards. The Grantee shall be paid for services conducted through this Grant Agreement in an amount not to exceed \$ 42,860.00 annually which is the "Total Dollar Amount" specified in the award letter, and this will be disbursed in no fewer than nine monthly billing reimbursements. Such Total Dollar Amount includes a not to exceed amount of \$ 42,860.00 for the State fiscal years July 1, 2023 through June 30, 2025. The Grantee shall be reimbursed in arrears for services provided pursuant to this Grant Agreement only upon presentation of approved billing claim vouchers and supporting billing documentation in accordance with the procedures set forth by the State as administered by IYSA.

Such claim vouchers and supporting documentation must be submitted detailing disbursements of Grant Funds by any applicable billable units/payment points. All payments shall be made in arrears by electronic funds transfer to the financial institution designated by the Grantee in writing, as further described in Section 6 [Payment of Claims and Fiscal Requirements] of this Grant Agreement. No payments will be made in advance of receipt of the goods or services that are the subject of this Grant Agreement.

- B. Any amount payable to the Grantee pursuant to paragraph A of this Section is subject to reduction:
- 1) to the extent it is not expended by the Grantee as an allowable program cost or consistent with the Grantee's approved budget and cost allocation plan submitted as part of Grantee's RFP Response; and/or
  - 2) to correspond to funds appropriated and available from the State for payment under this Grant Agreement. This subsection is separate from and in addition to other Grant Agreement Sections, as this subsection allows the State, through IYSA as administrator, to adjust payments for individual service components/billable units/payment points or overall consideration, to limit payments to available funding.
- C. The Grantee shall submit claim vouchers and such billing documentation, as may be required by the State, to IYSA for payment under this Grant Agreement in accordance with the procedures set forth by IYSA. Any additional evidentiary materials required by this Grant Agreement must be submitted to and approved by the State, as administered by IYSA.
- D. The Grantee shall comply with all statements, assurances, and provisions set forth in all of the standards and documents referenced in this Grant Agreement, which includes, but is not limited to the currently applicable IYSA Service Standards, the Grantee's RFP Response, and any other proposal, program narrative, plan, budget or other document submitted by the Grantee and approved by State for the purpose of obtaining funding through this Grant Agreement.
- E. The Grantee shall meet any other Grant conditions to DCS' satisfaction.
- F. The Grantee hereby agrees that all actual cost items and/or pass through cost items related to and/or part of the services it provides pursuant to this Grant Agreement shall be at reasonable rates and not above the prevailing market rates.
- G. All payments are subject to the State's determination, as administered by IYSA, that the Grantee's performance conforms to the Youth Service Bureau Services/Project as approved, notwithstanding any other provision of this Grant Agreement.
- H. The Grantee shall timely submit all reports requested by the State or IYSA, including, but not limited to, those set forth in the currently applicable IYSA Service Standards and this Grant Agreement.
- I. If this Grant Agreement is terminated by either party prior to the expiration of this Grant Agreement, the State or IYSA may promptly conduct an on-site or other monitoring or auditing of the Grantee's Youth Service Bureau Services/Project and complete a services/project monitoring report.
- J. Failure to complete the Youth Services Bureau Services/Project and expend State or Grant Funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State, through IYSA's administration, to impose sanctions against the Grantee including, but not limited to, suspension of all Grant payments, and/or suspension of the Grantee's participation in grant programs until such time as all material breaches are cured to the State's satisfaction. Sanctions may also include repayment of all Grant Funds expended that are not in the scope of the

Youth Service Bureau Services/Project or the budget the State has approved for this Grant Agreement.

- K. The funding provided to the Grantee hereunder is an annual grant for the purpose(s) specified herein, pursuant to IC § 31-26-1-3.

#### **6. Payment of Claims and Fiscal Requirements.**

- A. The Grantee shall submit all requisite information, as determined by IYSA, for invoices and such invoice documentation as may be required by IYSA for payment or reimbursement under this Grant Agreement electronically on a monthly basis to IYSA approved database after the end of each calendar month during the term of this Grant Agreement. Such electronic submission must be done by noon on the tenth (10th) of the month following the month of the report or by noon on the Monday following the tenth (10th) of the following month if the tenth (10th) falls on a Saturday or Sunday. IYSA will download the billing report generated by the database system and reimburse for the services claimed in relation to the Grantee's billable units/payment points/service categories specified in the budget approved for this Grant Agreement. IYSA will notify the Grantee of any change in billing procedure, and the Grantee shall use whatever billing form and documentation are required by IYSA's then current procedure and shall submit the appropriate billing and documentation to IYSA, as directed. As referenced above, invoices may be submitted monthly for services performed during the calendar month(s) preceding the date of the report. Payment will be due not later than sixty (60) days IYSA reimbursement by DCS. However, the payment due date shall not apply to any invoice that is disapproved or returned to the Grantee by IYSA for revision or additional documentation; the new payment due date will be within ninety (90) days after the date that appropriate and accurate billing is received by IYSA.
- B. A report will not be deemed to be properly prepared as required above in paragraph if it is not received by the due date indicated above. Any report submitted after due date will be deemed improperly prepared and will not be paid in that month's billing cycle. IYSA will process any late reports for payment in the next appropriate billing cycle.
- C. Payment of each invoice shall be conditioned on collection and entry of all data required to complete quarterly and annual reports, as provided in this Grant Agreement.
- D. No costs may be incurred or services provided by the Grantee for reimbursement or payment under this Grant Agreement after the expiration date of the term stated in this Grant Agreement.
- E. A properly prepared invoice must be submitted to IYSA within sixty (60) calendar days after the date services are provided or costs incurred pursuant to this Grant Agreement. IYSA may elect to deny payment of any invoices that are not timely submitted as required in this paragraph.
- F. Approval and payment of final billing reports will be conditioned upon receipt and approval of all IYSA-required documentation. As IYSA billing or recordkeeping systems change, the Grantee may need to modify its systems to be compatible with IYSA systems. IYSA will provide reasonable notice of any such changes.
- G. The Grantee shall maintain financial and accounting records deemed necessary by IYSA which identify the specific costs attributable to each service code/billable unit/payment point and/or service component specified in the budget the State has approved for this Grant Agreement and

shall use the funds solely for the purposes set forth in this Grant Agreement, in accordance with the terms of this Grant Agreement.

- H. The Grantee agrees to follow generally accepted accounting procedures and practices which sufficiently and properly reflect all costs incurred by the Grantee pursuant to this Grant Agreement.

**7. Project Monitoring by IYSA.**

- A. As referenced, IYSA may, at any time during the term of this Grant Agreement, review and monitor the quality and effectiveness of the Youth Service Bureau Services/Project that the Grantee is providing pursuant to this Grant Agreement, outside of the required peer review, utilizing methods identified above.
- B. IYSA may also review the Grantee's performance through a peer review of the Grantee's programs and operations conducted by the IYSA, in accordance with the State's contract with IYSA for youth service grant administration and any peer review report concerning the Grantee that is submitted by IYSA to the State.
- C. Following any IYSA monitoring visit or review of the Grantee, outside of the peer review, IYSA may provide a written report to the Grantee. IYSA's report may contain observations, evaluations, suggestions, and/or specific directions for corrective action by the Grantee, and it may contain IYSA's evaluation of the Grantee's timely progress in project management, financial management and control systems, procurement systems and methods, and performance relative to timely submission of project reports. In the event specific corrective action is required, the Grantee will have sixty (60) days from the receipt of the directions to comply, unless a different time period for correction is specified by IYSA. A failure of the Grantee to comply with IYSA's specific directions will be treated as a breach of this Grant Agreement. In the case of a dispute, IYSA and the Grantee will meet at their earliest convenience to resolve the issue in question.

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

- A. The Grantee and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, appropriate audits and audit documents/reports, and other evidence pertaining to all costs incurred under this Grant Agreement in a timely manner. They shall make such materials available at their respective offices at all reasonable times during the Grant Agreement term and for three (3) years from the date of final payment under this Grant Agreement for inspection by IYSA or by any other authorized representative of the state of Indiana or the United States. Copies thereof shall be furnished at no cost to IYSA or the State if requested. Further, if applicable, the Grantee shall require its subcontractors to secure audits and to timely file all reports required by the Indiana State Board of Accounts.
- B. The Grantee agrees that IYSA has the right to make recommendations and findings in connection with any monitoring or audit of the Grantee's operations, and the Grantee agrees to comply with any corrective actions specified by IYSA, within the time limits established by IYSA.
- C. The parties agree that prompt compliance by the Grantee with a request by IYSA to submit program and financial documentation is critical to this Grant Agreement and that a failure of the Grantee to comply with any such request could result in immediate suspension of payments hereunder, repayment of sums paid by IYSA to the Grantee for which adequate fiscal and/or service delivery

documentation is not in existence for any time period audited, or termination of this Grant Agreement by IYSA.

- D. The Grantee shall ensure the cooperation of its employees, officers, board members, and subcontractors in any review, audit, or inspection conducted by IYSA or a governmental agent.

#### 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 of Indiana.
- 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 IYSA of any such actions. During the term of such actions, the Grantee agrees that IYSA may suspend funding for the Youth Service Bureau Services/Project. In the event of IYSA receipt of a report (verbal or written) of criminal or potentially criminal activity by a member of the Grantee's staff (including any of the Grantee's subcontractors and their staff) that potentially threatens/endangers the life, health, or safety of any minor client, IYSA may immediately require a temporary suspension of such member of the Grantee's staff (including any of the Grantee's subcontractors and their staff) pending an investigation into the report.
- E. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by IYSA or its agencies, and IYSA decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the IYSA Board of Directors following the procedures for disputes outlined herein. A determination by Board of Directors shall be binding on the parties. Any disbursements that IYSA may delay, withhold, deny, or apply under this Section shall not be subject to penalty or interest, except as permitted by IC § 5- 17-5.
- F. The Grantee warrants that the Grantee and any contractors performing work in connection with the Youth Service Bureau Services/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 further work with IYSA and the State.

G. As required by IC § 5-22-3-7:

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

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

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

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

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

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

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

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

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

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

**10. Debarment and Suspension.**

- A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.
- B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

**11. Drug-Free Workplace Certification.**

As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in



sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

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

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

## **12. Employment Eligibility Verification.**

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

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

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

**13. Funding Cancellation.**

As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**14. Governing Law.**

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

**15. Information Technology Accessibility Standards.**

Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

**16. Insurance.**

- A. The Grantee shall secure and keep in force during the term of this Grant Agreement adequate insurance coverage, covering the Grantee for any and all claims of any nature which may in any manner arise out of or result from the Grantee's performance under this Grant Agreement.
- B. The Grantee's insurance coverage must meet the following additional requirements:
  - 1. The insurer must have a certificate of authority issued by the Indiana Department of Insurance.
  - 2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Grantee.
  - 3. IYSA will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Grantee in excess of the minimum requirements set forth above. The duty to indemnify IYSA under this Grant Agreement shall not be limited by the insurance required in this Grant Agreement.
  - 4. The insurance required in this Grant Agreement, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
- C. Failure to provide insurance as required in this Grant Agreement may be deemed a material breach of contract entitling IYSA to immediately terminate this Grant Agreement. The Grantee shall furnish a certificate of insurance and all endorsements to IYSA representative listed in Section 18(A)(1) [Notice to Parties] before commencement of this Grant Agreement.

**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. [Modified]**

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

- A. Notices to IYSA shall be sent to:  
David Westenberger, CEO  
Indiana Youth Services Association  
303 N. Alabama Street, Ste 210  
Indianapolis, IN 46204  
E-mail: [dwestenberger@indysb.org](mailto:dwestenberger@indysb.org)
  
- B. Notices to the Grantee shall be sent to:  
Youth Service Bureau of Monroe County  
Viki Thevenow  
615 South Adams Street  
Bloomington, IN 47404  
[vthevenow@co.monroe.in.us](mailto:vthevenow@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. [Modified]**

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) This Grant Agreement; (2) any written notices given by IYSA to the Grantee (including any attachments thereto) pursuant to Section 41 of this Grant Agreement; (3) Award Letter; (4) the most current form of IYSA Service Standards and Assurances; (5) the Youth Service Bureau RFP; and (6) the Grantee's RFP Response. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

**20. Public Record.**

The Grantee acknowledges that IYSA will not treat this Grant as containing confidential information. 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. Criminal and Background Checks.**

- A. This Section applies to all directors/chief executive officers, facility managers, licensing applicants and other heads of agencies, by whatever title, and each employee or volunteer (including interns) of the Grantee or any of its contractors or contractor's employees who perform any service or activity pursuant to this Grant Agreement ("Covered Personnel"). The Grantee (referred to in this Section as Provider) shall be responsible for performing and ensuring Covered Personnel undergo all checks of local criminal records and backgrounds required by law, this Grant Agreement, Administrative Letter, and applicable DCS policies found at <https://www.in.gov/dcs/2354.htm> (or successor website) ("Required Checks"). Any person who might serve as a substitute for a Covered Personnel position, even in emergency circumstances, shall undergo the Required Checks for that position. All Required Checks must be completed and all outstanding issues resolved *prior* to the Covered Personnel commencing Grant Agreement duties. The Provider has an ongoing obligation to conduct Required Checks for employees, volunteers, interns, contractors, and contractor's employees who join the Provider or Provider's contractor(s) after this Grant Agreement begins. Such persons may not provide any services that involve children or their records before the requisite checks have been completed and all outstanding issues resolved.
- B. The Required Checks will be conducted in the same manner as required in accordance with IC § 31-27-3-3, subsections (e)(1) and (f) for licensed residential child caring institutions, with respect

to IC § 31-27-3-4, subsections (e)(1) and (f) for group homes. As applicable laws and DCS' policies and practices are updated periodically, the Provider shall comply with the most current laws and DCS' policies. Upon written request, DCS will furnish the Provider with information on updates and any changes in policy or procedure.

- C. The Provider shall maintain records of information it gathers and receives on Covered Personnel checked pursuant to this Section, and such records shall be provided to the DCS or be made available for inspection by authorized representatives of the DCS upon request.
- D. At the time the Grantee submits this Grant Agreement for signature, the Provider shall collect, verify, and make available to the DCS all documentation demonstrating the Required Checks of Covered Personnel have been completed and are compliant with the then-existing law and DCS policy. The Provider shall furnish any documentation related to these Required Checks as DCS requests.
- E. In order to allow DCS to evaluate the results and to make determinations regarding qualifications, national fingerprint-based criminal history checks relating to Covered Personnel are required to be conducted through DCS' approved fingerprint vendor in accordance with the terms and conditions stated in IC §§ 10-13-3-38.5 and 39. The results of the national fingerprint-based criminal history checks will be returned to DCS as an authorized entity to receive the results. DCS will inform the Provider whether the report it receives concerning the subject of a check shows any record that would be grounds for denial of his/her ability to provide services and/or perform activities pursuant to this Grant Agreement. If any Covered Personnel receive a response of conditionally disqualified or disqualified, further follow up is required. If the result is disqualified, then the individual may be eligible for a waiver. The Provider should contact the DCS' background check unit to determine if the individual is eligible and to apply for the waiver. DCS will not release to the Provider any criminal history record information ("CHRI") contained in any report that it receives from the Federal Bureau of Investigation ("FBI") through the Indiana State Police ("ISP"). If the Provider requests a waiver of criminal history, DCS will inform the Provider of the decision on the waiver request.
- F. In the event a criminal history or background check required herein produces any record concerning the subject of a check that would be a ground for denial of his or her ability to provide services and/or perform activities pursuant to this Grant Agreement and the Provider chooses to retain such employee or volunteer, that decision may be considered a material breach of this Grant Agreement.
- G. The Provider will be responsible for payment of all fees required to be paid for conducting any check required under this Section, whether the check is conducted by the Provider or by DCS. Any fees paid by DCS on behalf of the Provider may be offset against any claim for payment submitted by the Provider under this Grant Agreement.

**27.. Confidentiality of State Information.**

The Grantee understands and agrees that data, materials, and information disclosed to the Grantee, including, but not limited to, services recipient information received by the Grantee in administering the terms and provisions of this Grant Agreement, may contain confidential and protected information. The Grantee covenants that data, material, and information gathered, based upon or disclosed to the Grantee for the purpose of this Grant Agreement will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Grantee for the State under this Grant may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Grantee and the State agree to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed by Grantee, Grantee agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Grant Agreement.

**28. Environmental Tobacco Smoke.**

The Grantee agrees to comply with all provisions of 20 U.S.C. § 6081 *et seq.*, and any regulations promulgated thereunder. In particular, the Grantee agrees that it will require that smoking be prohibited in any portion of an indoor facility, other than a private residence, regularly used for the provision of services to children under the age of eighteen (18), and that it will comply with all applicable requirements of the statute and regulations. The Grantee further agrees that it will require the language of this condition to be included in any subcontracts which contain provisions for services to children.

**Section 1. 29. Indemnification.**

The Grantee agrees to indemnify, defend, and hold harmless the State and IYSA, their agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Grantee and/or its subcontractors, if any, in the performance of this Grant Agreement. The State nor IYSA will not provide indemnification to the Grantee.

**30. Fees.**

With the exception of Teen Court, which is described in the applicable IYSA Service Standards, the Grantee shall impose no fees upon the recipients of any services provided through this Grant Agreement except as explicitly authorized by IYSA or the State.

**31. Program Income.**

Any program income earned by the Grantee from activities conducted with funds obtained through this Grant Agreement must be maintained and expended by the Grantee in the program from which the funding was derived, in accordance with the applicable state or federal program rules, regulations, and policies. The Grantee must maintain and provide to IYSA an accounting of all program income earned as a result of funds being provided through this Grant Agreement.

**32. Funding Limitations.**

The parties acknowledge and understand that all obligations of IYSA are contingent upon the availability of sufficient funds appropriated or available to the Youth Service Bureau Fund or Youth Service Bureau grant account as provided in IC § 31-26-1-4, and in no event shall IYSA be liable for any payments in excess of amounts available to the applicable fund/grant accounts.

**33. Licensing Standards**

The Grantee, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Grantee pursuant to this Grant Agreement. IYSA will not pay or reimburse the Grantee for any services performed when the Grantee, its employees or subcontractors are not in compliance with

such applicable standards, laws, rules or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification or accreditation, the Grantee shall notify IYSA immediately and IYSA, at its option, may terminate this Grant Agreement.

**34. Lobbying Activities.**

- A. Grantee agrees to follow all guidelines pursuant to 31 U.S.C. § 1352, and any regulations promulgated thereunder.
- B. If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Grant Agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying".

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

**35. Modification.**

- A. The parties agree that due to the uncertain availability of state and/or federally allocated funds and/or the possibility of the need for a reduction in the services provided by the Grantee pursuant to this Grant Agreement, the "Total Dollar Amount" specified in the award for any fiscal year period of this Grant Agreement may be unilaterally decreased by IYSA immediately upon the Grantee's receipt of written notice. Such notice shall be delivered to the Grantee at the address specified in Section 16 of this Grant Agreement via both first-class U.S. mail and e-mail. This paragraph does not affect any right of the Grantee to payment for services performed before receipt of such written notice.
- B. The Grantee shall notify IYSA within ten (10) days of any termination of services reimbursable pursuant to this Grant Agreement. In the event of such termination, IYSA may reduce the funding to the Grantee set forth herein. Notice shall be delivered to the Grantee at the address specified in Section 16 of this Grant Agreement via both first-class U.S. mail and e-mail. This paragraph does not affect any right of the Grantee to payment for services performed before receipt of such written notice.
- C. IYSA may conduct periodic reviews of the anticipated utilization of funds provided by IYSA pursuant to this Grant Agreement and/or periodic reviews of the county or counties for which the Grantee has been chosen to provide the Youth Service Bureau Services/Project. After such a review(s), IYSA may decide to reduce, redistribute, or increase the funding available to the Grantee and/or adjust/revise the county or counties for which the Grantee has been chosen to provide the Youth Service Bureau Services/Project. IYSA shall give ten (10) calendar days notice of its decision to reduce, redistribute, or increase the funding available to the Grantee and/or of its decision to adjust/revise the county or counties for which the Grantee has been chosen to provide the Youth Service Bureau Services/Project, which notice shall include a statement of the reasons for such modification and include, if applicable, an updated award letter reflecting such change.
- D. The modifications described above, even if such modifications require creation of a revised award letter, may be accomplished by letter of notification from IYSA to the Grantee, without the necessity for a formal grant agreement amendment.

**35. Penalties/Interest/Attorneys' Fees.**

IYSA will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorneys' fees, except as permitted by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1. Notwithstanding the provisions contained in IC 5-17-5, any liability resulting from IYSA's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

**36. Reports and Records Concerning.**

- A. Prompt compliance by the Grantee with a request by IYSA to submit Youth Service Bureau Services/Project documentation and financial documentation during the term of this Grant Agreement is critical to this Grant Agreement. A failure of the Grantee to comply with any such request could result in immediate suspension of payments hereunder or termination of this Grant Agreement by IYSA.
- B. The Grantee will timely provide to IYSA all reports and other information needed or requested by IYSA for purposes of preparation and completion of each report and/or evaluation.
- C. The Grantee shall maintain records as necessary or appropriate to document services provided pursuant to this Grant Agreement.

**37. Registration to Provide Services in Indiana.**

If the Grantee is a corporation, limited partnership, or limited liability company, the Grantee represents and certifies that it has filed all documents required by law with the Secretary of State of Indiana and that the Grantee is, and will continue to be, authorized to do business in Indiana during the entire term of this Grant Agreement. The Grantee further represents and certifies that it will file any annual report that becomes due during the term of this Grant Agreement and will at all times remain in good standing with the Secretary of State of Indiana.

Any breach or failure to comply with the provisions of this Section, or any other provision of applicable law relating to maintenance of good standing of Grantee's legal authority to conduct business in Indiana in relation to the services provided under this Grant Agreement, shall be cause for immediate termination of this Grant Agreement.

**38. Religious or Political Activities.**

- A. IYSA and the Grantee agree that services provided with funding obtained through this Grant Agreement shall be non-sectarian in nature and that religious activities shall not be included in any activities to be conducted hereunder. The Grantee agrees that, if it otherwise conducts religious activities as part of its organization, any inherently religious activities must be offered separately, in time or location, from the programs or services funded with direct federal financial assistance and participation must be voluntary for beneficiaries of the programs or services funded with such assistance.
- B. The Grantee certifies that the funding provided by IYSA through this Grant Agreement shall not be used to further any type of political or voter activity.

**39. Severability.**



The invalidity of any Section, subsection, clause or provision of this Grant Agreement shall not affect the validity of the remaining Sections, subsections, clauses or provisions of this Grant Agreement.

**40. Successors and Assignees.**

The Grantee binds its successors, executors, administrators, and assignees to all covenants of this Grant Agreement. Except as set forth above herein, the Grantee shall not assign, sublet or transfer any interest in this Grant Agreement without the prior written consent of IYSA.

**41. Taxes.**

IYSA will not be responsible for any taxes levied on the Grantee as a result of this Grant Agreement.

**42. Travel.**

The only expenses for travel that will be reimbursed are travel expenses that are included in the Grantee's approved budget and that are incurred within the scope of the Grantee's services as described in the currently applicable IYSA Service Standards and in this Grant Agreement.

**43. Remedies Not Impaired.**

No delay or omission of IYSA in exercising any right or remedy under this Grant Agreement shall impair any such right or remedy or constitute a waiver of any default or any acquiescence thereto.

**44. Waiver of Rights.**

No right conferred on either party under this Grant Agreement shall be deemed waived and no breach of this Grant Agreement excused, unless such waiver or excuse is in writing and signed by the party claimed to have waived such right.

**THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.**

**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.**

**In Witness Whereof**, the Grantee and IYSA 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.

**Youth Services Bureau of Monroe County**

**Indiana Youth Services Association**

By: Penny Githens

Penny Githens Commissioner

Name and Title, Printed

Date: 8/23/2023

By: David Westenberger

David Westenberger, CEO

Date: July 1, 2023



# MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to:

[COUNCILREQUESTS@CO.MONROE.IN.US](mailto:COUNCILREQUESTS@CO.MONROE.IN.US)

Department: YSB

Presenter: Victoria Thevenow/Vanessa Schmidt

**REQUESTED Meeting Date:** 11/12/2024

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

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

Additional Appropriation(s) (pg.2)

Category Transfer(s) (pg.3)

Fund to Fund Transfer (pg.4)

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

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

Other (Specify): \_\_\_\_\_

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

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

**NARRATIVE:** (Provide a brief explanation for the request.)

We are requesting the approval to appropriate Donations - Youth Shelter funds for the amount of \$2,500. The donations will be used to pay for resident supplies (Christmas for youth, emergency bus passes, etc.), Youth Services Advisory program supplies and grounds.

**COMPLETE ALL CORRESPONDING REQUEST INFORMATION ON SUBSEQUENT PAGES.**

