



## MONROE COUNTY COMMISSIONERS

Penny Githens, President  
Julie Thomas, Vice President  
Lee Jones

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

### COMMISSIONERS' HYBRID MEETING AGENDA

Wednesday, March 22, 2023, at 10:00 am

Nat U. Hill Meeting Room – 3<sup>rd</sup> Floor, Courthouse and Zoom Connection

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

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

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

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

#### 1. CALL TO ORDER BY COMMISSIONER GITHENS

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

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#### 3. DEPARTMENT UPDATES

Health – Jaimmie Ford

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

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#### 5. APPROVAL OF MINUTES

March 08, 2023

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#### 6. APPROVAL OF CLAIMS DOCKET

Accounts Payable – March 22, 2023  
Payroll – March 24, 2023

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5

<b>7. REPORTS</b>	
Clerk of Circuit Court – February	<b>15</b>
Treasurer - February	<b>17</b>

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**8. NEW BUSINESS**

<b>A. EMERGENCY MANAGEMENT LETTERS OF AGREEMENT FOR DISASTER RESPONSE</b>	<b>19</b>
<b>Presenter:</b> Justin Baker	

The Monroe County Emergency Management Agency continues to be active in disaster preparedness planning for the county. The office has recently established two letters of agreement with two organizations to help provide their appropriate services after a disaster or incident occurs. One agreement is for structural engineering by BFW Crane, Inc. This agreement serves the purpose of establishing a person to contact locally in the event of a structural collapse.

The second agreement is with Sunbelt Rentals for heavy emergency equipment. This agreement serves the purpose of establishing a person to contact locally in the event that heavy equipment, such as forklifts or generators, is needed in response to an incident. These agreements are to serve as a backup plan in the event that our office is unable to obtain a needed resource during an incident in a timely manner.

<b>B. MALCON MALINOWSKI CONSULTING INC. AGREEMENT</b>	<b>22</b>
<b>Fund Name:</b> Clerk IV-D Incentive	
<b>Fund Number:</b> 8899	
<b>Amount:</b> \$11,400	
<b>Presenter:</b> Tressia Martin	

The Clerk's Office seeks approval of a contract with Malcon Malinowski Consulting Inc. This contract provides that Malinowski will provide the Clerk's office assistance with the requirements of the Cooperative Reimbursement Program Agreements between the Monroe County Clerk's Office and the Indiana Department of Child Services including the preparation of the annual budget addendum and monthly Title IV-D claims. These services will improve the recovery of Title-IV expenses as it pertains to the Clerk's office. The cost of Malinowski services is \$950.00 per month.

<b>C. AMATEUR SPORTS PROGRAM AGREEMENT FOR SAFE PLACE</b>	<b>35</b>
<b>Fund Name:</b> Project Safe Place	
<b>Fund Number:</b> 9103	
<b>Amount:</b> \$1,278	
<b>Presenter:</b> Cassidy McCammon	

Safe Place sponsors the calendars and pocket schedules for the sports programs at Bachelor Middle School, Jackson Creek Middle School, Tri-North Middle School, and Bloomington High School North, through Amateur Sports Promotion. We are continuing that partnership, with a total cost of \$1278.

**D. BLOOMINGTON CITY PARKS AGREEMENT FOR SAFE PLACE**

**37**

**Fund Name:** Project Safe Place

**Fund Number:** 9103

**Amount:** \$3,400

**Presenter:** Cassidy McCammon

There are several sponsorship agreements from Bloomington Parks and Rec to continue our outreach to youth in Monroe County.

One banner at Bryan Park pool - \$600

Glow in the Park - \$300

Skate & Scare - \$300

Twin Lakes Recreation Center Banner - \$1200

Summer Solstice - \$1000

**E. EFFECT TV AGREEMENT FOR SAFE PLACE**

**43**

**Fund Name:** Runaway and Homeless

**Fund Number:** 8120

**Amount:** \$4,000

**Presenter:** Cassidy McCammon

We are continuing a contract with Effect TV (formerly Comcast) as we have in years past. This contract allows us to run a 30 second commercial in our area to educate and promote Safe Place, where youth can access help in a crisis. Commercials are aired on channels targeting families with youth. We have moved more towards an online campaign which collects data on the effectiveness of the marketing. The total cost is \$4,000, with \$2,000 dedicated to traditional TV ads, and \$2,000 dedicated to streaming ads. Estimated # of Impressions: 78,946.

**F. INDOT CHANGE ORDER #3 FOR SAMPLE ROAD PH I**

**46**

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

**Fund Number:** 8161

**Amount:** \$127,071.40

**Presenter:** Lisa Ridge

This change order is to cover the cost to switch from lime to cement for stabilization. After tests were performed it was discovered that the native soils were not suitable for the lime stabilization and would require cement to adequately stabilize subgrade. The item is considered a participating item for reimbursement of 80%. Local responsibility is 20% or \$25,414.28.

**G. INDOT CHANGE ORDER #3 & #5 WITH FORCE CONSTRUCTION FOR SAMPLE ROAD**

**63**

**Fund Name(s):** Sample Road PH I and PH II

**Fund Number(s):** 8161 & 8162

**Amount:** \$186,015

**Presenter:** Lisa Ridge

Monroe County agreed at the beginning of 2022 to pay the additional acceleration costs to get the project to intermediate HMA paving and open the road before the winter of 2023. This was also to parallel with the Cost Reduction Incentive of a cost savings of \$233,496.10 when the project began, to

build both phases in one year. Almost, making this a wash in the overall cost of the project, a difference of \$47,481.10.

Change Order #3 - \$96,300

Change Order # 5 - \$89,715

**H. HARRELL-FISH, INC. MAINTENANCE AGREEMENT FOR JUSTICE BUILDING GREASE INTERCEPTOR**

**79**

**Fund Name:** County General

**Fund Number:** 1000

**Amount:** Not to exceed \$5,674.50

**Presenter:** Richard Crider

The grease interceptor tank at the Justice Building is currently scheduled for quarterly maintenance. The tank is filling at a rate that requires an increase in service. This request is a 3- year agreement with HFI to empty the grease interceptor tank bi-monthly in an amount that will not exceed \$5,674.50.

**I. ACCEPTANCE OF THE RECOMMENDATION TO NEGOTIATE WITH DLZ, INC REGARDING MASTER PLAN AND DESIGN FOR JUSTICE RELATED FACILITIES.**

**82**

**Presenter:** Richard Crider

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**9. APPOINTMENTS**

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**10. ANNOUNCEMENTS**

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**11. ADJOURNMENT**



## MONROE COUNTY COMMISSIONERS

Penny Githens, President  
Julie Thomas, Vice President  
Lee Jones

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

### COMMISSIONERS' HYBRID MEETING SUMMARY MINUTES

Wednesday, March 08, 2023, at 12:00 pm  
Nat U. Hill Meeting Room – 3<sup>rd</sup> Floor, Courthouse and Zoom Connection

#### Members

Penny Githens, President - Present, **In Person**  
Julie Thomas, Vice President - Present, **In Person**  
Lee Jones, Present, **In Person**

#### Staff

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

- |                                                                                                                |                 |
|----------------------------------------------------------------------------------------------------------------|-----------------|
| <b>1. CALL TO ORDER BY COMMISSIONER GITHENS</b>                                                                | <b>10:03 am</b> |
| <hr/>                                                                                                          |                 |
| <b>2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER GITHENS</b>                                         | <b>10:03 am</b> |
| <hr/>                                                                                                          |                 |
| <b>3. AGENDA AMENDMENT</b>                                                                                     | <b>10:04 am</b> |
| <p>Thomas made motion to add item "J" to the agenda. Jones seconded.<br/>Motion carried by voice vote 3-0.</p> |                 |
| <hr/>                                                                                                          |                 |
| <b>4. DEPARTMENT UPDATES</b><br>Health – Lori Kelley                                                           | <b>10:04 am</b> |
| <hr/>                                                                                                          |                 |
| <b>5. PROCLAMATION</b><br>National Safe Place Week March 19-25, 2023                                           | <b>10:06 am</b> |
| <hr/>                                                                                                          |                 |

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

10:10 am

Sura Gail Tala, Monroe County resident

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**7. APPROVAL OF MINUTES**

March 1, 2023

10:14 am

Thomas made motion to approve. Jones seconded.  
Githens called for a voice vote.  
Motion carried 3-0.

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**8. APPROVAL OF CLAIMS DOCKET**

Accounts Payable – March 8, 2023

Payroll – March 10, 2023

10:15 am

Thomas made motion to approve. Jones seconded.  
No public comment.  
Githens called for a voice vote.  
Motion carried 3-0.

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**9. REPORTS**

None

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**10. NEW BUSINESS**

**A. 2023 SALAMANDER TECHNOLOGIES SUBSCRIPTION FOR ASSET**

**TRACKING Fund Name:** County General

**Fund Number:** 1000

**Amount:** \$813

**Presenter:** Jamie Neibel

10:16 am

The Monroe County Emergency Management Office has recently partnered with Brown, Jackson, and Bartholomew County EMAs to utilize a 12-month subscription to Salamander Technologies for the purpose of asset tracking. This technology will assist us in real time tracking of assets in both times of disaster and ordinary usage. This is cloud-based technology that will not require the use of county servers and has been vetted through TSD. Funding for the \$813.00 annual amount will come from Program Supplies.

Thomas made motion to approve. Jones seconded.  
No public comment.  
Githens called for a voice vote.  
Motion carried 3-0.

**B. INDIANA DEPARTMENT OF HEALTH INTEGRATED HIV PREVENTION AND SURVEILLANCE GRANT****10:20 am****Fund Name:** Harm Reduction**Fund Number:** 8153**Grant Amount:** \$65,899**Presenter:** Lori Kelley

This request is for approval of a grant agreement in the amount of \$65,899.00 to support the Monroe County Health Department's harm reduction and syringe service program. This funding calls for implementation of harm reduction strategies, which include HIV and STD testing, as well as referrals for medical care, housing, transportation, mental health, and syringe service programs.

The Monroe County Health Department's Harm Reduction program acts as an umbrella for services that support the health and wellbeing of people who use drugs in the community. The goal is to support community members using substances by providing tools and guidance. The harm reduction services provided aim to specifically help reduce disease transmission. This funding covers salary, fringe, supplies, and travel for the department's Harm Reduction Specialist to provide these services to the community.

Thomas made motion to approve. Jones seconded.

Public comment:

Jim Shelton, Bloomington Chamber of Commerce

Githens called for a voice vote.

Motion carried 3-0.

**C. SOFT CHOICE MICROSOFT LICENSING RENEWAL****10:22 am****Fund Name:** Cumulative Capital**Fund Number:** 1138**Amount:** \$168,634.75**Presenter:** Greg Crohn

Our annual Microsoft software licensing is due for renewal currently. The licensing encompasses five hundred and sixty-seven (567) of our MS 365 licenses, as well as Exchange server, Visio Pro, Sequel Server, Server OS, and Remote Desktop Services for Server licensing. This agreement covers a period of 1 year.

Thomas made motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

**D. ALL SAFE STORAGE RENTAL AGREEMENT****10:24 am****Fund Name:** Election**Fund Number:** 1215**Amount:** \$2,079/1 year**Presenter:** Tressia Martin

The Clerk's office utilizes All Safe Storage for storage election equipment. The monthly rent for the storage unit is \$189.00. However, if rent is paid for a full year \$2079.

Thomas made motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.  
Motion carried 3-0.

**E. RESOLUTION GROUP, INC ON-CALL SERVICES AGREEMENT**

10:25 am

**Fund Name(s):** Stormwater and Cumulative Bridge

**Fund Number(s):** 1197 and 1135

**Amount:** As needed

**Presenter:** Lisa Ridge

This on-call agreement is for engineering services on an as-needed basis. Tasks may include drainage and surface water analysis, hydraulic modeling, inspections, roadway and bridge design, and project management.

Thomas made motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

**F. B-TECH FIRE AND SECURITY AGREEMENT FOR BRINE BUILDING CAMERA EQUIPMENT**

10:26 am

**Fund Name:** ARPA-Brine

**Fund Number:** 8950

**Amount:** \$2,170.42

**Presenter:** Lisa Ridge

After the completion of the brine building, it was discovered that it would be beneficial to install a stand-alone camera in the brine building. This will enable the employee at the control mechanisms in one room to visually see if there are any issues with the area of the brine tank portion of the building, where the brine mixture is being created. Greg Crohn, IT Director, has reviewed the quote and accepted the equipment being installed.

Thomas made motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

**G. DLZ, LLC AGREEMENT FOR MT. TABOR ROAD BRIDGE # 13 REPLACEMENT**

10:28 am

**Fund Name:** Major Bridge

**Fund Number:** 1171

**Amount:** \$785,375

**Presenter:** Lisa Ridge

This agreement is for further design, right-of-way services, permits, pre-construction meetings and bid phase services for the Mt. Tabor Road, Bridge #13 replacement.

Thomas made motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

**H. INDOT CHANGE ORDER # 1, CURRY PIKE, WOODYARD ROAD, SMITH PIKE INTERSECTION**

10:29 am

**Fund Name:** Curry Pike, Woodyard Rd, Smith Pike

**Fund Number:** 8164

**Amount:** \$41,267.38

**Presenter:** Lisa Ridge

A contractor can elect to enact the PG Binder Material payment adjustment for a project through INDOT. This election can also help keep inflation costs lower in the bid estimates. The election can come out to be a negative or positive for the contractor. In this case, it came out to be in the contractor's favor to seek this adjustment when the project began. The amount is a participating cost that will be reimbursed 80% from INDOT (\$33,013.90).

Thomas made motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

**I. ORDINANCE 2023-09; AMEND VARIOUS TRAFFIC ORDINANCES**

10:31 am

**Presenter:** Lisa Ridge

Amend Ordinance 86-12 to **delete** the following yield locations: Middle Court for Village Drive, Village Drive for Doyle Avenue, Hickory Drive for Doyle Avenue, Bottom Road EB for Simpson Chapel/Bottom Road, and Simpson Chapel Road SB for Simpson Chapel Road NB.

Amend Ordinance 86-06 to **add** the following stop locations: Hickory Drive for Belle Avenue, Middle Court for Village Drive, Village Drive for Doyle Avenue, Hickory Drive for Doyle Avenue, NB Bottom Road for Simpson Chapel/Bottom Road, and SB Simpson Chapel Road for Simpson Chapel/Sample Road.

Amend Ordinance 86-06 to **delete** the following stop locations: Simpson Chapel Road for Bottom Road, Sample Road NB for Simpson Chapel Road, Simpson Chapel Road EB for Sample Road, Simpson Chapel Road WB for Simpson Chapel Road EB.

Amend Ordinance 89-01 to **add** the following No Trucks location: Woodyard Road (between Curry Pike and Vernal Pike).

Thomas made motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

**J. HARRELL-FISH, INC. JUSTICE BUILDING ROOF FAN REPLACEMENTS**

10:35 am

**Fund Name:** Cumulative Capital

**Fund Number:** 1138

**Amount:** \$6,365

**Presenter:** Richard Crider

This request is to approve the agreement with Harrell-Fish Incorporated (HFI) to replace two nonoperational exhaust fans located on the Justice Building roof that provide ventilation to the jail.

Thomas made motion to approve. Jones seconded.

No public comment.  
Githens called for a voice vote.  
Motion carried 3-0.

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## **11. APPOINTMENTS**

**10:38 am**

Thomas made motion to appoint the following. Jones seconded.

### **Board of Health**

Robert Wrenn, MD, four-year term ending 12.31.26  
Kay Leach, RN, four-year term ending 12.31.26

### **Traffic Commission**

Joe Goss, two-year term ending 12.31.24

### **Parks and Recreation Board**

John Phillip Cornwell, four-year term ending 01.01.27

### **Environmental Commission**

Andrew Grinstead, two-year term ending 02.01.24

No public comment.  
Githens called for a voice vote.  
Motion carried 3-0.

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## **12. ANNOUNCEMENTS**

**10:40 am**

Daylight Savings Time begins Sunday, March 12, 2023.

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

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

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

Monroe County Commissioners' Blood Drive will be held at [Ivy Tech, Shreve Hall, 200 Daniels Way, Bloomington, IN](#) on the following dates:

**Wednesday, March 8, 10am-3pm**  
**Friday, March 10, 1pm -6pm**  
**Thursday, April 6, 10am- 3pm**  
**Friday, April 7, 1pm – 6pm**  
**Thursday, May 11, 10am – 3pm**

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

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

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

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**13. ADJOURNMENT**

**10:41 am**

The summary minutes of the March 08, 2023, Board of Commissioners meeting were approved on March 22, 2023.

Monroe County Commissioners

Ayes:

Nays:

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

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Penny Githens, President

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Julie Thomas, Vice President

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Julie Thomas, Vice President

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Lee Jones

\_\_\_\_\_  
Lee Jones

Attest:

\_\_\_\_\_  
Catherine Smith, Auditor

Minutes submitted by: AF Minutes reviewed by: DDM
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**MONROE COUNTY BOARD OF COMMISSIONERS'**  
**WORK SESSION SUMMARY**  
**Wednesday, March 8, 2023**  
**Nat U. Hill Meeting Room - 3<sup>rd</sup> Floor, Courthouse and Zoom Connection**

**Members**

Penny Githens, President, Present, In Person  
Julie Thomas, Vice President, Present, In Person  
Lee Jones, Present, In Person

**Staff**

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

**1. Youth Services Bureau, Angie Purdie on behalf of Vicki Thevenow**

Amended Residential Treatment Services Provider Contract with the Department of Child Services.

Thomas made motion to approve. Jones seconded.

Cockerill asked Ms. Purdie to confirm if the cyber insurance has \$1M limit for this contract.

Thomas made motion to approve pending confirmation. Jones seconded.

Githens called for a voice vote on amendment.

Motion carried 3-0.

Githens called for voice vote on amended agreement.

Motion carried 3-0.

**2. RFQ Committee Members**

Richard Crider, Building and Fleet Manager  
David Gardner, ASI Contractor  
Lee Baker, County Attorney  
Kyle Gibbons, Jail Commander  
Matt Demmings, Assistant Jail Commander  
Angie Purdie, Commissioners' Administrator

The RFQ Committee met with three respondents on January 17-19, 2023. The RFQ Committee formally recommends the Commissioners enter into contract negotiations with DLZ, LLC., for construction of the new jail facility. The RFQ Committee also recommends DLZ, LLC. Provide a presentation to the CJRC.



**PROCLAMATION**  
**IN OBSERVANCE OF**  
**NATIONAL SAFE PLACE WEEK**

- WHEREAS:** “National Safe Place Week” will be celebrated across the nation during the week of March 19 - 25, 2023; and
- WHEREAS:** The youth of Monroe County, Indiana will determine the future strength of our country and be the bearers of our democracy; and
- WHEREAS:** Youth need a safe haven from various negative influences such as child abuse, substance abuse and crime, and they need to have resources readily available to assist them when faced with circumstances that compromise their safety; and
- WHEREAS:** Safe Place program is committed to protecting the youth of Monroe County, Indiana by offering access to immediate help and safety for young people seeking assistance and guidance; and
- WHEREAS:** Designated locations where youth can get information and immediate help, Safe Place is found at businesses, such as restaurants, convenience stores, movie theaters, and community buildings such as fire stations, libraries, and public transportation vehicles; and
- WHEREAS:** The success of Safe Place is based on public/private collaborations between businesses, school systems, fire departments, law enforcement, and a network of volunteers; and
- WHEREAS:** Monroe County needs increased numbers of community volunteers serving as mentors and positive influences on young people; and
- WHEREAS:** The Safe Place program must meet performance standards, relative to outreach and community relations, to receive direct federal assistance as set forth in the Runaway and Homeless Youth Act (42 U.S.C. 5701 et seq.); and
- WHEREAS:** More than 1,400 communities in 38 states administer the Safe Place program at more than 22,000 locations; and
- WHEREAS:** More than 359,000 youth have been helped at a Safe Place location or received counseling by phone as a result of Safe Place information received at school; and
- WHEREAS:** Since program inception in 1983, more than 15 million youth have been educated through National Safe Place Network’s Safe Place outreach efforts, familiarizing them with the Safe Place sign and providing them with information about how to seek help in order to stay safe; and
- WHEREAS:** Increased awareness will encourage more communities to establish Safe Place locations where youth can readily access the help they need.

**NOW, THEREFORE:** We, The Monroe County Board of Commissioners, do hereby proclaim our observance of the week of March 19 - 25, 2023 as

**NATIONAL SAFE PLACE WEEK**

**PROCLAIMED THIS EIGHTH DAY OF MARCH, TWO THOUSAND TWENTY-THREE**

**THE MONROE COUNTY BOARD OF COMMISSIONERS**

**PENNY GITHENS**

**JULIE THOMAS**

**LEE JONES**

**MONTHLY REPORT - CLERK OF THE CIRCUIT COURT**

Required by IC 33-17-2-8

**MONTHLY REPORT FEBRUARY 2023**

**FILED**

**MAR 14 2023**

*Catherine Smith*

**Auditor Monroe County, Indiana**

**Charges:**

1	Fees payable to the State	\$	197,978.08
	JC - Reimbursements	\$	-
	FSSA Support		
2	Fees payable to the county	\$	75,059.30
3	Bank Discrepancy	\$	5,824.45
4	Trust Funds (Bonds/Other)	\$	1,463,586.03
5	Trust, Refunds	\$	1,141.05
6	Trust, Judgment Collections	\$	31,255.76
	ISETS Child Support Collections	\$	7,561.48
	Interest-bearing Accounts Payables	\$	1,489.07
	Cash on Hand	\$	1,500.00
7	Total Charges	\$	<u>1,785,395.22</u>

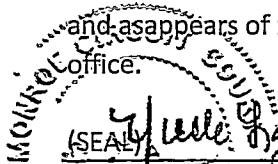
**Credits**

8	Certificate of deposit		
9	Certificate of deposit		
10	Certificate of deposit		
11	Monroe County Bank Account	\$	1,774,844.67
	Monroe Bank Account - Ledger		
	Old Judgment Collections		
	ISETS Child Support	\$	7,561.48
	Interest-Bearing Saving Account	\$	1,489.07
12	Subtotal: Daily Balance Record (Lines 8-11)		
13	ISETS Monthly Clerk's Support Record	\$	-
14	Total Depository Balances as shown by Records	\$	<u>1,783,895.22</u>
15	Investments on Hand at the close of business	\$	-
16	Cash in office at the close of business	\$	1,500.00
17	Total	\$	-
18	Cash Short		
19	Cash Long		
20	PROOF (Line 7)	\$	<u>1,785,395.22</u>

21	Balance in All Depositories	\$	2,072,776.41
22	Deduct: Outstanding Checks	\$	(332,824.95)

23	Net Depository Balance		
24	Deposits in Transit	\$	44,944.74
25	Bank Fees	\$	100.00
26	Interest		
27	Miscellaneous Adjustments (explain fully)	\$	(2,293.98)
28	Participant recoupments	\$	1,130.00
29	Agency recoupments	\$	63.00
30	Balance in all Depositories (line 14)	\$	1,783,895.22
31	PROOF	\$	1,783,895.22

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



Yvette G. Browne  
Clerk, Monroe Circuit Court

SETS Over \$406.20	-406.20
Adjustment for CC & ACH items in transit	5,613.60
Credit Card deposited in Bank	-7,768.38
ACH ST of IN Payables	0.00
Stale dated/reissued checks cashed	267.00
Return Bank Fees	
Other Adjustments	
Total Misc Adjustments	-2,293.98

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

# COUNTY TREASURER'S MONTHLY REPORT

Required by IC 36-2-10-16 and IC 5-13

Month ending

February

2023

MONROE COUNTY

## CHARGES:

1 Total Taxes Collected (Not Received to Ledger or Refunded)	\$ 3,580,168.03
2 Advance Collection of Taxes	0.00
3 Bank, Building and Loan and Credit Union	0.00
4 Barrett Law Collections	0.00
5 Cash Change Fund	1,000.00
6 Conservancy District Collections	0.00
7 Demand Fees	0.00
8 Advance Tax Draw (neg)	0.00
9 Drainage Assessments	0.00
10 Excess Tax Collections	0.00
11 Gross Income Tax on Real Estate	0.00
Wheel & Surtax	371,962.73
12 Vehicle license Excise Tax	2,752,500.74
13 Sewage Collections	0.00
14 Vehicle Sharing	422.80
15 Aircraft License Excise Tax	7,404.03
16 Auto Rental Excise Tax	230,304.11
17 Watercraft Title and Registration Fees (Boat Excise Tax)	41,483.99
18 Lotto Excise Tax Cut	927,819.28
19 Heavy Equipment Rental	155,218.30
20 Negative Exp Downtown TIF adjustment	(3,384.08)
21 Total Balances of all Ledger Accounts - Cash	133,754,788.37
22 Total Balances of all Ledger Accounts - Investments	0.00
23 Total Charges	\$ 141,819,668.28

## CREDITS:

24 Depository Balance as Shown by Daily Balance of Cash and Depositories Record (List in Detail on Reverse Side)	\$ 119,708,103.55
25 Investments as Shown by Daily Balance of Cash and Depositories Record Column 12, Line 41	\$ 22,110,564.73
26 Total Cash on Hand at Close of Month	
Currency	\$ 900.00
Coins	100.00
Checks, Money Orders, etc.	0.00
Total	\$ 1,000.00
27	
28	
29	
30 Total	\$ 141,819,668.28
31 Cash Short (add)	0.00
32 Cash Long (Deduct)	0.00
33 Proof	\$ 141,819,668.28 \$ 141,819,668.28
34 Balance in all Depositories Per Daily Balance Record (Line 24 Above)	\$ 119,708,103.55
35 Outstanding Warrant-Checks (Detail by Depositories on Reverse Side)	(369,605.41)
36 Balance in all Depositories Per Bank Statements (Detail on Reverse Side)	\$ 121,119,481.06
37 Deposits in Transit (Detail on Reverse Side)	(1,041,772.10)
38 Proof	\$ 121,119,481.06 \$ 121,119,481.06

## ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH:

(a) Cash Change Fund Advanced by County	\$ 1,000.00
(b) Receipts Deposited in Depositories	
(c) Uncollected Items on Hand (List on Reverse Side)	
(d) Total (Must Agree With Line 26 Above)	\$ 1,000.00

State of Indiana, Monroe County: SS: I, the undersigned treasurer of the aforesaid County and State hereby certify that the foregoing report is true and correct to the best of my knowledge and belief.

Dated this 15th day of March 2023

*Jessica McMillan*  
County Treasurer

Note: Prepare in quadruplicate, retain one copy and give three copies to the County Auditor:

- Original (White) --To be filed with County Auditor for Board of Finance
- Duplicate (Blue) --To be filed with County Auditor for Board of Commissioners
- Triplicate (Pink) --To be filed with County Auditor for transmission to State Board of Accounts
- Quadruplicate (Canary) --To be retained by County Treasurer

**FILED**  
MAR 09 2023

*Caroline Smith*  
Auditor Monroe County, Indiana

COUNTY TREASURER'S

Required by IC 36-2-10-16  
and IC 5-13

MONROE COUNTY  
Month ending

February 28, 2023

Feb-23

STATEMENT OF DEPOSITORY BALANCES AT CLOSE OF MONTH  
deposits+outstanding+BB balance=CB bal come back to cashbook balance

Name and Location of Depository	Balance Per Bank Statements	Deposits in Transit	Outstanding Warrant-Checks	Balance Per Daily Balance Cash & Depositories
001 - FFB Operating 1242	\$30,039,485.03	(\$980,727.43)	(\$368,277.25)	\$28,690,480.35
002 - FFB Payroll 3328	\$0.00	\$45.85	(\$1,328.16)	(\$1,282.31)
003 - FFB Sweep 6040	\$0.00	\$0.00	\$0.00	\$0.00
004 - FFB PERF 5596	\$0.00	\$0.00	\$0.00	\$0.00
005 - FFB Credit Card 5324	\$74,191.36	\$1,883.71	\$0.00	\$76,075.07
006 - FFB General 5535	\$48,999,722.29	(\$11,274.06)	\$0.00	\$48,988,448.23
013 - German American 3108	\$29,808.87	(\$36.95)	\$0.00	\$29,771.92
014 - TI TRECS 0001	\$12,165,462.09	(\$42,317.47)	\$0.00	\$12,123,144.62
027-ONB MC 20 Cap 80-0424-04-6	\$808,021.16	(\$2,668.58)	\$0.00	\$805,352.58
029 - FFB ARPA Fund 7568	\$29,002,781.98	(\$6,673.08)	\$0.00	\$28,996,108.90
030-ONB MC2021 Bond Hunter Valley	\$8.28	(\$4.09)	\$0.00	\$4.19
Depository Totals	\$121,119,481.06	(\$1,041,772.10)	(\$369,605.41)	\$119,708,103.55
007 - MS7203004 road & street	\$2,154,359.07	\$0.00	\$0.00	\$2,154,359.07
008 - MS7203017 cum bridge	\$3,233,198.32	\$0.00	\$0.00	\$3,233,198.32
009 - MS7202940 aviation gen	\$193,027.61	\$0.00	\$0.00	\$193,027.61
010 - MS7202979 aviation constr	\$428,535.26	\$0.00	\$0.00	\$428,535.26
011 - MS7202924 aviation building	\$641,940.90	\$0.00	\$0.00	\$641,940.90
012 - MS7202953 property re-assesmt	\$527,089.20	\$0.00	\$0.00	\$527,089.20
017 - Redev-80-0267-02-3	\$58,573.74	(\$193.45)	\$0.00	\$58,380.29
018 - Redev-80-0267-01-5	\$447.74	(\$4.62)	\$0.00	\$443.12
019 - Redev-80-0306-01-1	\$729.54	(\$107.49)	\$0.00	\$622.05
020 - Redv com 80-0306-03-7	\$302,439.36	(\$998.84)	\$0.00	\$301,440.52
021 - Bank of New York Mellon/Holdings	\$14,050,972.73	(\$3,310.04)	\$0.00	\$14,047,662.69
022-ONB MC18 Bond Int 80-0386-01-3	\$44.42	(\$0.10)	\$0.00	\$44.32
023-ONB MC18 Constr 80-0386-03-9	\$0.00	\$0.00	\$0.00	\$0.00
024-ONB MC18 Surplus 80-0386-02-1	\$0.00	\$0.00	\$0.00	\$0.00
025-ONB MC 20 P&I 80-0424-01-2	\$438.52	(\$104.78)	\$0.00	\$333.74
026-ONB MC 20 Debt 80-0424-03-8	\$525,222.25	(\$1,734.61)	\$0.00	\$523,487.64
Investment Totals	\$22,117,018.66	(\$6,453.93)	\$0.00	\$22,110,564.73
Totals	\$143,236,499.72	(\$1,048,226.03)	(\$369,605.41)	\$141,818,668.28
* Interest				
** Outstanding Checks				
***Reconciling item per St Bd of Accts				
****Bank Error				
Investments Balance				
Warrants & Deposits in Transit				\$1,417,831.44

ADVANCE CKS FOR SETTLEMENT

\*\* Outstanding Checks  
\*\*\*Reconciling item per St Bd of Accts  
\*\*\*\*Bank Error

(Checks and other items returned by depositories and in process of collection at close of month)

Date Originally Received	Received From	For	Date Returned	Returned by (Name of Dep)	Reason for Return	Amount



## Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal ☒ Work session ☐ Department

Title to appear on Agenda:

Vendor #

### Executive Summary:

The Monroe County Emergency Management Agency continues to be active in disaster preparedness planning for the county. The office has recently established two letters of agreement with two organizations to help provide their appropriate services after a disaster or incident occurs. One agreement is for structural engineering by BFW Crane, Inc. This agreement serves the purpose of establishing a person to contact locally in the event of a structural collapse. The second agreement is with Sunbelt Rentals for heavy emergency equipment. This agreement serves the purpose of establishing a person to contact locally in the event that heavy equipment, such as forklifts or generators, is needed in response to an incident. These agreements are to serve as a backup plan in the event that our office is unable to obtain a needed resource during an incident in a timely manner.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

### Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:

## LETTER OF AGREEMENT

Monroe County Emergency Management  
5850 W Foster Curry Drive  
Bloomington, Indiana 47403

1/10/2023

Re: Structural Engineering Services

Attn: Jamie Neibel

Jamie;

We would enjoy the opportunity to provide structural engineering services for Monroe County Emergency Management.

These services could include on-site inspections, repair details, completion of calculations relating to component capacities, or any other typical Str Eng responsibilities.

Our standard rate for engineering services is \$125.00 per hour (with timesheets submitted for review).

We understand that, due to the nature of your work, our services may be requested at any time.

Please let me know if you have any questions.

Sincerely,

BFW Crane, Inc

  
John Crane, P.E.



Monroe County Emergency Management Agency

5850 W. Foster Curry Drive

Bloomington, Indiana 47403

## LETTER OF AGREEMENT

Sunbelt Rentals PC 220  
5092 S. Production Drive  
Bloomington, IN 47403  
Office: 812-824-0650

January 18, 2023

Re: Heavy Emergency Equipment

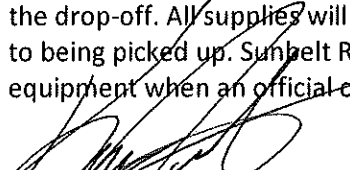
Attn: Kevin Trusty, Branch Manager Cell Phone: 812-272-9024

The Sunbelt Rentals Branch #220, located at 5092 S. Production Drive in Bloomington, Indiana, has established its willingness to assist the Monroe County Emergency Management Agency when available with supplying heavy emergency equipment such as forklifts, generators, and any other piece of equipment or tool that may be needed to help with the response and recovery efforts after a disaster or emergency.

The equipment that will be needed will vary and depend on the incident and the extent of the tasks that are needed to respond to and recover from the incident. The equipment will be utilized by volunteer members of affiliated local, state, and federal organizations to help them complete their tasks. The heavy equipment will be operated by properly trained volunteers or personnel.

The Monroe County Emergency Management Agency will make contact with the Branch Manager of the Bloomington Sunbelt Rentals Branch to request the equipment that is needed. A supply drop-off location will be arranged between the Emergency Management Agency and Sunbelt Rentals.

After all tasks have been completed, the Emergency Management Agency will contact the Branch Manager at Sunbelt and inform him that the equipment is ready to be picked up at the same location as the drop-off. All supplies will be restored to clean and good working condition as much as possible prior to being picked up. Sunbelt Rentals will be financially reimbursed for the rental and use of the equipment when an official claim through the County Auditor's Office is filed.

  
Kevin Trusty, Branch Manager  
Sunbelt Rentals Branch 220

  
Jamie Neibel, Director  
Monroe County Emergency Management



## Monroe County Board of Commissioners Agenda Request Form

Date to be heard 03/22/23

Formal ☒

Work session ☐

Department Clerk

Title to appear on Agenda: Proposed Contract with Malcon Malinowski Consulting Inc., for the Clerk's Cooperative Reimbursement Program Agreements for Title IV-D .

Vendor #

### Executive Summary:

The Clerk's Office seeks approval of a contract with Malcon Malinowski Consulting Inc. This contract provides that Malinowski will provide the Clerk's office assistance with the requirements of the Cooperative Reimbursement Program Agreements between the Monroe County Clerk's Office and the Indiana Department of Child Services including the preparation of the annual budget addendum and monthly Title IV-D claims. These services will improve the recovery of Title-IV expenses as it pertains to the Clerk's office. The cost of Malinowski services is \$950.00 per month.

### Fund Name(s):

Clerk IV-D Incentive

### Fund Number(s):

8899-30006-0000

### Amount(s)

\$950 per month  
\$950 x 12 =  
\$11,400 a year.

Presenter: Tressia Martin

### Speaker(s) for Zoom purposes:

#### Name(s)

Tressia Martin

#### Phone Number(s)

812-349-7219

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

Attorney who reviewed: Turner-King, Molly



March 1, 2023

**The Board of Commissioners**  
Monroe County  
100 W. Kirkwood Ave., Room 323  
Bloomington, IN 47404

**Re: Proposal for Monthly Title IV-D Consulting Services –Monroe County Clerk**

**Dear Commissioners:**

***Section 1: Introduction***

The purpose of this proposal is to provide Monroe County with a formal, comprehensive outline how Malinowski Consulting, Inc. (Malcon) will improve the recovery of Title IV-D expenses from the State of Indiana.

***Section 2: Background***

Monroe County performs essential services in the area of child support enforcement through the Office of the Prosecuting Attorney, Clerk of the Courts and Courts. These county agencies pursue and obtain financial and medical support for children by establishing, enforcing, and collecting financial support owed by obligated parents. The State and Federal funding of specific child support cases (Title IV-D) allows for the reimbursement of 66% of eligible costs.

***Section 3: Objectives***

The project objectives are to provide Monroe County with:

Audit Defense      Program Compliance      Internal Control

***Section 4: Scope***

To achieve the objectives of this service, Malcon will provide a comprehensive approach that addresses all aspects of the Cooperative Reimbursement Program (CRP) Agreements between the Monroe County Clerk and the Indiana Department of Child Services (DCS). This will include the following:

- **Title IV-D Budget:** DCS requires a program budget addendum to be submitted annually with the CRP contract. This budget identifies planned costs by County agency to successfully perform child support activities.
- **Monthly Title IV-D Claims:** Utilizing data provided by the Clerk, eligible staff hours would be identified along with associated fringe benefits. Additionally, appropriate supplies and other goods and services will be identified and included on the monthly claim for reimbursement.
- **Finding Support:** The underlying basis for this service will be the ability to explain to County officials and State and Federal program managers, exactly how this information was compiled in a clear, straightforward manner.

## PROPOSAL TO MONROE COUNTY, INDIANA FOR PREPARING TITLE IV-D CLAIMS: CLERK

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### **Section 5: Approach**

The following approach to this assignment will include these steps:

- Schedule on-site meetings with Clerk staff to identify all Clerk's office personnel involved with the child support enforcement program.
- Determine wages and fringe benefits for the child support staff within the Monroe County Clerk's office in cooperation with the County Auditor's Office.
- Gather and review the appropriate activity statistics for the (Monthly IV-D caseload) for the Monroe County Clerk's office to determine monthly and annual IV-D percentages.
- Review County expenditure claims made by the Clerk's office from the General and County Incentive Funds to ensure the utmost recoveries of eligible supplies, other services and charges.
- Collect Monroe County Clerk's Office child support staff hours, focusing on all eligible time including holidays, sick, and vacation.
- Complete the necessary DCS Title IV-D County agency budget annually required of the Monroe County Clerk.
- Oversee the proper execution of the Cooperative Reimbursement Program Agreement between the Monroe County Clerk and DCS.
- Compile data collected from the Monroe County Clerk into various electronic formats that will generate appropriate DCS prescribed monthly claim forms. Data required from other Monroe County departments may be requested and will be supplied at that department's discretion.
- Review all agreements, budgets and monthly claims for the Monroe County Clerk to be filed with DCS from the designated County staff.
- Deliver all agreements, budgets and monthly claims to the responsible DCS contact guaranteeing receipt of all data.
- Monitor the approval and payment process by DCS.
- Respond quickly to questions from the Indiana Department of Child Service, Indiana State Board of Accounts and Federal program managers and auditors.

### **Section 6: Timing**

Current monthly claims will be prepared in an expeditious manner to meet DCS requirements of submission.

### **Section 7: Staffing**

Malcon will utilize the expertise of our Indiana based consulting staff.

- Charles Malinowski, President
- Barbara Malinowski, Operations Manager
- Daniel Vaughn, Senior Consultant
- Matthew Lowery, Senior Consultant

### **Section 8: Qualifications**

The following are key qualifications that make Malinowski Consulting uniquely suited for this assignment:

- Over 20 **Indiana Counties** - Preparation of County-Wide Cost Allocation Plans for the years 2005 through current.
- Over 50 **Indiana Counties** - Preparation of Title IV-D Monthly Expenditure Reimbursement claims for the years 2004 through current.
- Over 18 **Indiana Counties, Cities/Towns/Townships, Fire Territories** - Preparation of the annual Medicaid Ambulance Cost Report for the years 2011 through current.

## PROPOSAL TO MONROE COUNTY, INDIANA FOR PREPARING TITLE IV-D CLAIMS: CLERK

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Malinowski Consulting is an Indiana Corporation serving Indiana Counties since 2004 with a consulting staff that is based exclusively within Indiana.

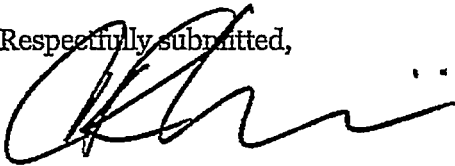
### ***Section 9: Fees and Expenses***

The fee for our monthly services shall be \$950.00.

### ***Section 10: Closing***

It has been a privilege to submit this proposal to Monroe County to provide Title IV-D claiming services. The comprehensive approach outlined above will optimize recoveries from the State and Federal governments, allowing child support staff to focus on helping children, custodial and non-custodial parents comply with court orders, meet and exceed filing guidelines with DCS and substantially enhance the reliability and defense of the claims.

Respectfully submitted,



Charles F. Malinowski  
President

**PROPOSAL TO MONROE COUNTY, INDIANA FOR PREPARING TITLE IV-D CLAIMS: CLERK**

---

**ACCEPTANCE**

This agreement between **Monroe County, Indiana** and **Malinowski Consulting, Inc.** to provide the preparation of Monroe County Clerk's monthly Title IV-D expenditure reimbursement claims to the State of Indiana, Department of Child Services (DCS) starting with the **January 2023** claim.

Professional fee for this project shall be **\$950.00 Monthly** for the term of this agreement.

These fees are inclusive of all services performed and no additional expenses will be charged.

An invoice for the professional service fee will be submitted quarterly to the County for payment and is payable within 45 days.

This agreement shall be in effect from the date of signature, entered below, until either party wishes to change the scope of the services or the professional fee. Either party may terminate the agreement with a sixty-day (60) written notice.

The following signatures will be considered as evidence of the acceptance of the above-described terms.

**Acceptance by Monroe County, Indiana**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**For Malinowski Consulting, Inc.**



By: Name: Charles F. Malinowski

Title: President

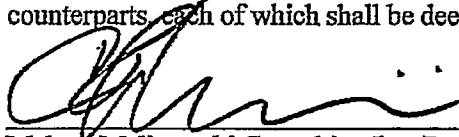
## **Addendum to Malcon Malinowski Consulting Inc. Agreement**

This Addendum ("Addendum") is effective upon execution and is made part of the Malcon Malinowski Consulting Inc Agreement. This Addendum is made between Malcon Malinowski Consulting Inc Agreement ("Malcon"), the Monroe County Clerk and the Monroe County Board of Commissioners, hereafter collectively "Monroe County."

Malcon and Monroe County mutually agree that this Addendum modifies the Malcon Malinowski Consulting Inc Agreement to incorporate the terms of this Addendum. Malcon and Monroe County mutually agree as follows:

1. **Independent Contractor.** It is understood and agreed that Malcon executes this Agreement and Addendum, as an independent contractor, and shall not be considered an employee or agent of Monroe County Government for any purpose. Malcon shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Malcon shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
2. **Indemnity.** Malcon assumes all risks and responsibilities for accident, injuries or damages to person(s) or property related to performance pursuant to this Agreement, and agrees to indemnify and save harmless Monroe County Government from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the negligence of the County Government or its employees.
3. **Worker's Compensation.** Malcon shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Monroe County Board of Commissioners (hereafter "Board") before commencement of work on the project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause. It shall be in the Board's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
4. **Liability Insurance.** Malcon shall purchase and maintain comprehensive general liability insurance in amounts of at least one (1) million per occurrence, and two (2) million dollars aggregate, and furnish proof of such insurance to the Board before commencement of work on the project. Failure to provide this certificate may be regarded by the Board, in its, sole discretion, as a material breach of this Agreement, and may result in its cancellation without further cause. It shall be in the Board's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
5. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
6. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.
7. **Entirety of Addendum--** This Addendum, consisting two (2) pages, constitutes the entire addendum between the parties and may be modified only in writing referencing this Agreement and signed by both parties.

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



Malcom Malinowski Consulting Inc. Representative

\_\_\_\_\_  
Monroe County Clerk

MARCH 1, 2023  
Date

\_\_\_\_\_  
Date

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS  
of \_\_\_\_\_, 2023, pursuant to Monroe County Code Chapter 266-5.

this \_\_\_\_\_ day

**MONROE COUNTY BOARD OF COMMISSIONERS**

"AYES"

"NAYS"

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

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

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

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

\_\_\_\_\_  
Lee Jones, Commissioner

\_\_\_\_\_  
Lee Jones, Commissioner

ATTEST:

\_\_\_\_\_  
Catherine Smith, Auditor



**No Investment In Iran**

**No Investment in Iran.** As required by Indiana Code 5-22-16.5-13, the Contractor hereby certifies that the Contractor is not engaged in investment activities in Iran.

Contractor Name: Malinowski Consulting, Inc. / Malcon

755 West Carmel Drive, Suite 203

Carmel Indian, 46032

Signed:

---

Printed Name: Charles F. Malinowski

Title: President

Date: November 14, 2022

## INDIANA LEGAL EMPLOYMENT DECLARATION

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The State of Indiana has enacted a law (I.C. 22-5-1.7) requiring all state agencies and political subdivision request verification from their contractors that their employees are legally eligible to work in the United States of America. This Declaration services a notice that all Contractor doing business with the Board of Commissioners of the County of Monroe must, as a term of their contract:

1. Enroll in and verify the work eligibility status of newly hired employees of the contractor through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
2. Verify, by signature below, that the Contractor does not knowingly employ unauthorized aliens.

I, Charles F. Malinowski, President and duly authorized agent of Malinowski Consulting Incorporated declares under penalties of perjury that Malinowski Consulting Incorporated does not employ unauthorized aliens to the best of its knowledge and belief.

Malinowski Consulting, Inc.

By:



---

Charles F. Malinowski, President

Date: November 14, 2022



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> WALKERHUGHES GROUP LLC 6510 N SHADELAND AVE  INDIANAPOLIS IN 46220		<b>CONTACT NAME:</b> PHONE (A/C No, Ext): 317-353-8000 FAX (A/C No): E-MAIL ADDRESS:  <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: SELECTIVE INS CO OF THE SOUTHEAST NAIC # 39926 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
<b>INSURED</b> MALINOWSKI CONSULTING INC 755 W CARMEL DR SUITE 203 CARMEL IN 46032-5877			

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	S 1987260	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		S 1987260	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ Included BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ ZERO		S 1987260	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Certificate of Liability Insurance was created by Selective on behalf of the agent.

BOARD OF COMMISSIONERS-MONROE COUNTY, INDIANA is included as additional insured with respect to General Liability as required by written contract or agreement.

## CERTIFICATE HOLDER

BOARD OF COMMISSIONERS-MONROE COUNTY, INDIANA  
 100 W. KIRKWOOD AVE  
 ROOM 323  
 Bloomington IN 47404

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Benjamin Chan*

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY WALKERHUGHES GROUP LLC		NAMED INSURED MALINOWSKI CONSULTING INC	
POLICY NUMBER S 1987260		755 W CARMEL DR SUITE 203	
CARRIER SELECTIVE INS CO OF THE SOUTHEAST	NAIC CODE 39926	CARMEL	IN 46032-5877
EFFECTIVE DATE: 6/1/2022			

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

**FINANCIAL RESPONSIBILITY LAW**

The Indiana Bureau of Motor Vehicles ("BMV") requires that insurance carriers inform insureds of the requirement to continuously maintain financial responsibility when owning and operating a motor vehicle in Indiana. The BMV requires that you be made aware of the following:

- You must continuously maintain financial responsibility as long as the vehicle is operated on a public highway in Indiana.
- The BMV may, at any time, verify that you have financial responsibility in effect.
- If you fail to maintain financial responsibility as required, the Bureau shall suspend your driving privileges or your motor vehicle registration or both.
- The Bureau may use a third party to request proof of financial responsibility from you.

JOB #

JOB LOCATION



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  WALKERHUGHES GROUP LLC 6510 N SHADELAND AVE  INDIANAPOLIS IN 46220		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 317-353-8000 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b>  MALINOWSKI CONSULTING INC 755 W CARMEL DR  CARMEL IN 46032-5877		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> SELECTIVE INS CO OF SOUTH CAROLINA <b>NAIC #</b> 19259 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

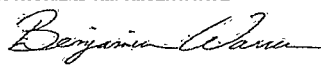
**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		N/A	WC 9101017	2/1/2023	2/1/2024	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Certificate of Liability Insurance was created by Selective on behalf of the agent.

<b>CERTIFICATE HOLDER</b>  BOARD OF COMMISSIONERS-MONROE COUNTY INDIANA 100 W. KIRKWOOD AVE ROOM 323 Bloomington IN 47404	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY WALKERHUGHES GROUP LLC		NAMED INSURED MALINOWSKI CONSULTING INC	
POLICY NUMBER WC 9101017		755 W CARMEL DR	
CARRIER SELECTIVE INS CO OF SOUTH CAROLINA	NAIC CODE 19259	CARMEL	IN 46032-5877
		EFFECTIVE DATE: 2/1/2023	

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

JOB #

JOB LOCATION



## Monroe County Board of Commissioners Agenda Request Form

Date to be heard 03/22/23

Formal ☒

Work session ☐

Department Youth Services

Title to appear on Agenda:

Request to Approve Contract with Amateur Sports Program for Safe Place Program Outreach

Vendor # 000164

### Executive Summary:

Safe Place sponsors the calendars and pocket schedules for the sports programs at Bachelor Middle School, Jackson Creek Middle School, Tri-North Middle School, and Bloomington High School North, through Amateur Sports Promotion. We are continuing that partnership, with a total cost of \$1278.

Fund Name(s):

Project Safe Place Outreach

Fund Number(s):

9103.30058.00000.9623

Amount(s)

\$1278

Presenter: Cassidy McCammon

Speaker(s) for Zoom purposes:

Name(s)

Cassidy McCammon

Phone Number(s)

812-349-2043

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

Attorney who reviewed:

Turner-King, Molly

# Amateur Sports Promotion

PO BOX 712

QUINCY IL 62306

## Invoice

Date	Invoice #
2/21/2023	86562

Bill To attn: Cassidy McCammon  
Youth Services of Monroe Co.  
615 S. Adams St.  
Bloomington, IN 47403

Description	Amount
Bloomington NO. HS calendars - Spring 23, Fall 23, Winter 23-24 2x2's @ 100. <sup>ea.</sup> = \$300	
pockets - Spring 23, Fall 23, Winter 23-24 1/4 pg @ 50. <sup>ea.</sup> = \$150	
Tri-North M.S. calendars - Spring 23, Fall 23, Winter 23-24 2x2's @ 100. <sup>ea.</sup> = \$300	
pockets - Spring 23, Fall 23, Winter 23-24 1/4 pg @ 50. <sup>ea.</sup> = \$150	
Jackson Creek - Full Yr. 23 calendar (2x2) \$119/pocket (1/4 pg) \$70 = \$189	
Bachelor MS Full Yr. 23-24 calendar (2x2) \$119 pocket (1/4 pg) \$70 = \$189	

To submit an ad copy please send to one of the following options:

Mail: PO Box 712 Quincy, IL 62306

Fax: (217) 222-8499

E-mail: [adcopy@aspusa.org](mailto:adcopy@aspusa.org)

If emailing please include the school name in the subject line if possible and use one of the following formats: JPEG, TIF, OR PDF

If you have any specific information you would like to put on the ad please include that as well.

For billing questions please contact our Billing Dept at (217) 222-8299, [billing@aspusa.org](mailto:billing@aspusa.org).

Any questions regarding an ad copy please contact our Graphics Dept at (217) 222-2107.

total \$1,278.<sup>02</sup>

To Pay with Credit Card:

Name as it appears on card:

Billing Zip code:

Card Number:

Expiration & 3 Digit Verification Code:

Thank you  
So much Cassidy  
for your continued  
support. This invoice  
has also been sent to  
your email.



## Monroe County Board of Commissioners Agenda Request Form

Date to be heard 03/22/23

Formal ☒

Work session ☐

Department Youth Services

Title to appear on Agenda:

Request to Approve Contract with  
Bloomington City Parks and Recreation for  
Safe Place Program Outreach

Vendor # 007000

### Executive Summary:

There are several sponsorship agreements from Bloomington Parks and Rec to continue our outreach to youth in Monroe County.

One banner at Bryan Park pool - \$600  
Glow in the Park - \$300  
Skate & Scare - \$300  
Twin Lakes Recreation Center Banner - \$1200  
Summer Solstice - \$1000  
Total: \$3400

Fund Name(s):

Project Safe Place Outreach

Fund Number(s):

9103.30058.00000.9623

Amount(s)

\$3400

Presenter: Cassidy McCammon

Speaker(s) for Zoom purposes:

Name(s)

Cassidy McCammon

Phone Number(s)

812-349-2043

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

Attorney who reviewed:

Turner-King, Molly



## BRYAN PARK POOL ADVERTISING AGREEMENT

This Agreement is entered into on \_\_\_\_\_, 2023, between the Bloomington Parks and Recreation Department ("Parks") and Youth Services Bureau/Safe Place ("Business").

- 1. Purpose of Agreement.** This agreement sets forth the terms under which Parks will provide banner advertisement to Business at Bryan Park Pool, 1020 S. Woodlawn Ave. in Bloomington, from Memorial Day through Labor Day 2023
- 2. Identification of Business**  
**Name:** Youth Services Bureau/Safe Place  
**Address:** 615 S. Adams St., Bloomington IN 47403  
**Contact:** Cassidy McCammon, YSB Outreach & Safe Place Coordinator, 812-349-2043 or cmccammon@co.monroe.in.us
- 3. Terms of Agreement and Payment**  
This agreement shall be in full force and effect from \_\_\_\_\_, 2023 to September 4, 2023  
**Cost:** \$600  
**Payment Terms:** \$600 payable by April 1, 2023.
- 4. Partner Benefits**  
8' x 4' vinyl mesh banner on perimeter chain link fence on the north side of Bryan Park Pool. Parks will install banner by May 29, 2023.  
Opportunity for onsite interaction with visitors  
Business name listed on Parks Partner page in the next edition of the Bloomington Parks and Recreation seasonal program guide
- 5. Attorney's Fees**  
If any action is brought to enforce this Agreement, the prevailing party shall be entitled to recover reasonable costs of enforcement, including court costs and attorney's fees.
- 6. General provisions**  
This agreement may only be cancelled by mutual written agreement of the parties.

### BUSINESS

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

\_\_\_\_\_  
Printed name and title

### BLOOMINGTON PARKS AND RECREATION

By: Julie Ramey

Julie Ramey, Community Relations Manager



## GLOW IN THE PARK SPONSOR AGREEMENT

This Agreement is entered into on \_\_\_\_\_, 2023, between the Bloomington Parks and Recreation Department ("Parks") and Youth Services Bureau/Safe Place ("Business").

- 1. Purpose of Agreement.** This agreement sets forth the terms under which Parks will provide promotional opportunities to Business at Glow in the Park, scheduled for September 16 from 8-10:30 p.m. at The Waldron, Hill and Buskirk Park, 331 S. Washington St. in Bloomington.
- 2. Identification of Business**  
**Name:** Youth Services Bureau/Safe Place  
**Address:** 615 S. Adams St., Bloomington IN 47403  
**Contact:** Cassidy McCammon, YSB Outreach & Safe Place Coordinator, 812-349-2043 or cmccammon@co.monroe.in.us
- 3. Terms of Agreement and Payment**  
This agreement shall be in full force and effect from \_\_\_\_\_, 2023 to September 16, 2023  
**Cost:** \$300  
**Payment Terms:** \$300 payable by April 1, 2023.
- 4. Partner Benefits**  
Optional booth space for onsite interaction with target markets  
Four complimentary tickets to the event  
Logo on onsite signage, print marketing pieces, and name in radio promo spots  
Name with link on event web page  
Name listed on Parks Partner page in the next edition of the Bloomington Parks and Recreation seasonal program guide
- 5. Attorney's Fees**  
If any action is brought to enforce this Agreement, the prevailing party shall be entitled to recover reasonable costs of enforcement, including court costs and attorney's fees.
- 6. General provisions**  
This agreement may only be cancelled by mutual written agreement of the parties.

### BUSINESS

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

\_\_\_\_\_  
Printed name and title

### BLOOMINGTON PARKS AND RECREATION

By: Julie Ramey

Julie Ramey, Community Relations Manager



**SKATE & SCARE  
SPONSOR AGREEMENT**

This Agreement is entered into on \_\_\_\_\_, 2023, between the Bloomington Parks and Recreation Department ("Parks") and Youth Services Bureau/Safe Place ("Business").

- 1. Purpose of Agreement.** This agreement sets forth the terms under which Parks will provide promotional opportunities to Business at Skate & Scare, scheduled for October 28 from 7-9 p.m. at the Frank Southern Ice Arena, 2100 S. Henderson St. in Bloomington.
- 2. Identification of Business**  
**Name:** Youth Services Bureau/Safe Place  
**Address:** 615 S. Adams St., Bloomington IN 47403  
**Contact:** Cassidy McCammon, YSB Outreach & Safe Place Coordinator, 812-349-2043 or cmccammon@co.monroe.in.us
- 3. Terms of Agreement and Payment**  
This agreement shall be in full force and effect from \_\_\_\_\_, 2023 to October 31, 2023  
**Cost:** \$300  
**Payment Terms:** \$300 payable by April 1, 2023.
- 4. Partner Benefits**  
Optional booth space for onsite interaction with target markets  
Logo on onsite signage, print marketing pieces, and name in radio promo spots  
Name with link on event web page and Parks October 2023 e-newsletter  
Name listed on Parks Partner page in the next edition of the Bloomington Parks and Recreation seasonal program guide
- 5. Attorney's Fees**  
If any action is brought to enforce this Agreement, the prevailing party shall be entitled to recover reasonable costs of enforcement, including court costs and attorney's fees.
- 6. General provisions**  
This agreement may only be cancelled by mutual written agreement of the parties.

**BUSINESS**

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

\_\_\_\_\_  
Printed name and title

**BLOOMINGTON PARKS AND RECREATION**

By: Julie Ramey

Julie Ramey, Community Relations Manager



**TWIN LAKES RECREATION CENTER  
ADVERTISING AGREEMENT**

This Agreement is entered into on \_\_\_\_\_, 2023, between the Bloomington Parks and Recreation Department ("Parks") and Youth Services Bureau/Safe Place ("Business").

- 1. Purpose of Agreement.** This agreement sets forth the terms under which Parks will provide banner advertisement to Business at the Twin Lakes Recreation Center, 1700 W. Bloomfield Rd. in Bloomington.
- 2. Identification of Business**  
**Name:** Youth Services Bureau/Safe Place  
**Address:** 615 S. Adams St., Bloomington IN 47403  
**Contact:** Cassidy McCammon, YSB Outreach & Safe Place Coordinator, 812-349-2043 or cmccammon@co.monroe.in.us
- 3. Terms of Agreement and Payment**  
This agreement shall be in full force and effect for 12 months beginning \_\_\_\_\_, 2023  
**Cost:** \$1,200  
**Payment Terms:** \$1,200 payable by April 1, 2023.
- 4. Partner Benefits**  
8' x 4' vinyl mesh banner on Court #1 at the Twin Lakes Recreation Center  
Digital advertisements on closed circuit TV at the Twin Lakes Recreation Center  
Literature display space at the Twin Lakes Recreation Center  
Opportunity for onsite interaction with visitors; schedule ahead of time with TLRC staff  
Business name listed on Parks Partner page in the next edition of the Bloomington Parks and Recreation seasonal program guide
- 5. Attorney's Fees**  
If any action is brought to enforce this Agreement, the prevailing party shall be entitled to recover reasonable costs of enforcement, including court costs and attorney's fees.
- 6. General provisions**  
This agreement may only be cancelled by mutual written agreement of the parties.

**BUSINESS**

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

\_\_\_\_\_  
Printed name and title

**BLOOMINGTON PARKS AND RECREATION**

By: Julie Ramey

Julie Ramey, Community Relations Manager



## SUMMER SOLSTICE CELEBRATION SPONSOR AGREEMENT

This Agreement is entered into on \_\_\_\_\_, 2023, between the Bloomington Parks and Recreation Department ("Parks") and Youth Services Bureau/Safe Place ("Business").

1. **Purpose of Agreement.** This agreement sets forth the terms under which Parks will provide promotional opportunities to Business at Summer Solstice Celebration, scheduled for June 24 from 1-4 p.m. at Switchyard Park, 1601 S. Rogers St. in Bloomington.
2. **Identification of Business**  
**Name:** Youth Services Bureau/Safe Place  
**Address:** 615 S. Adams St., Bloomington IN 47403  
**Contact:** Cassidy McCammon, YSB Outreach & Safe Place Coordinator, 812-349-2043 or cmccammon@co.monroe.in.us
3. **Terms of Agreement and Payment**  
This agreement shall be in full force and effect from \_\_\_\_\_, 2023 to June 24, 2023  
**Cost:** \$1,000  
**Payment Terms:** \$1,000 payable by April 1, 2023.
4. **Partner Benefits**  
Optional booth space for onsite interaction with target markets  
Live name mentions by MC throughout event  
Logo on onsite signage, print marketing pieces, and name in radio promo spots  
Logo with link on event web page and Parks June 2023 e-newsletter  
Name listed on Parks Partner page in the next edition of the Bloomington Parks and Recreation seasonal program guide
5. **Attorney's Fees**  
If any action is brought to enforce this Agreement, the prevailing party shall be entitled to recover reasonable costs of enforcement, including court costs and attorney's fees.
6. **General provisions**  
This agreement may only be cancelled by mutual written agreement of the parties.

### BUSINESS

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

\_\_\_\_\_  
Printed name and title

### BLOOMINGTON PARKS AND RECREATION

By: Julie Ramey

Julie Ramey, Community Relations Manager



## Monroe County Board of Commissioners Agenda Request Form

Date to be heard 03/22/20

Formal ☒

Work session ☐

Department Youth Services

Title to appear on Agenda: Request to Approve Contract with Effect TV (formerly Comcast) for Safe Place Program Outreach

Vendor # 004174

### Executive Summary:

We are continuing a contract with Effect TV (formerly Comcast) as we have in years past. This contract allows us to run a 30 second commercial in our area to educate and promote Safe Place, where youth can access help in a crisis. Commercials are aired on channels targeting families with youth. We have moved more towards an online campaign which collects data on the effectiveness of the marketing. The total cost is \$4,000, with \$2,000 dedicated to traditional TV ads, and \$2,000 dedicated to streaming ads.

Estimated # of Impressions: 78,946

Total Investment: \$4,000

### Fund Name(s):

Runaway and Homeless Youth Professional Services

### Fund Number(s):

8120-30013

### Amount(s)

\$4000

Presenter: Cassidy McCammon

### Speaker(s) for Zoom purposes:

#### Name(s)

Cassidy McCammon

#### Phone Number(s)

(812) 349-2043

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

Attorney who reviewed: Turner-King, Molly

# Audience Targeted TV Summary

Optimized TV campaign targeting your audience efficiently and effectively

Audience:

Likely to be parents with children

Nielsen:

Adults 25+

TV Reach / Frequency	56.8%/2.4
Total Networks	35
Total Spots	951
Total TV Impressions	53,067
Total CPM	37.68
Avg. Monthly Networks	22
Avg. Monthly Spots per Network	14
Avg. Monthly Impressions per Network	806
Total TV Investment	\$1,999.50

Campaign Dates

06/04/2023–08/19/2023

Market

Indianapolis

Zones

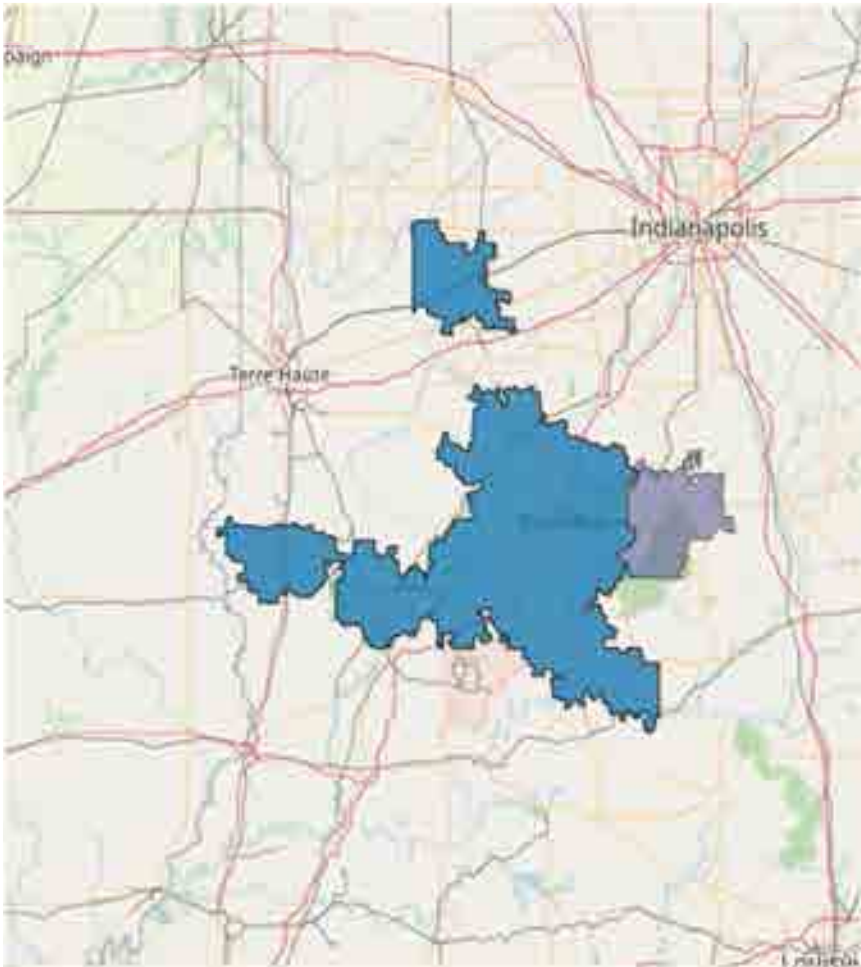
Bloomington IN, Bloomington IN U-verse

All schedules are subject to the [Effectv Advertising Terms and Conditions](#). The TV impression values are based on the average Nielsen impression forecasts for each network and are summed across all networks in the schedule. It does not represent total impression achievement for this schedule, as actual impression clearances will be based on the time and network in which each individual spot airs. Effectv's spot and clearance information provided during a broadcast month is preliminary and may vary from final verifications and/or invoices. Other impressions, cpm, reach, frequency, or spot estimates provided by Effectv are based on data provided by Effectv or a third party and are for informational purposes only and may not be used for billing purposes. Proposal is representative of inventory/rates as of 02/17/2023 but is not guaranteed and may vary from your final schedule as inventory availability may change.

# Effectv Streaming Summary

A digital solution to complement your multiplatform TV strategy

1. Effectv Streaming– FEP Audience Targeting	
Campaign Dates:	06/04/2023 – 08/19/2023
GeoType:	Zones
Zones:	Indianapolis/Bloomington IN_2780
Impression:	52,631
Audience:	Parents with Children
Investment:	\$2,000
CPM:	\$38



Total Streaming Impressions	52,631
Total Streaming Investment	\$2,000

All schedules are subject to the [Effectv Advertising Terms and Conditions](#). The TV impression values are based on the average Nielsen impression forecasts for each network and are summed across all networks in the schedule. It does not represent total impression achievement for this schedule, as actual impression clearances will be based on the time and network in which each individual spot airs. Effectv's spot and clearance information provided during a broadcast month is preliminary and may vary from final verifications and/or invoices. Other impressions, cpm, reach, frequency, or spot estimates provided by Effectv are based on data provided by Effectv or a third party and are for informational purposes only and may not be used for billing purposes. Proposal is representative of inventory/rates as of 02/17/2023 but is not guaranteed and may vary from your final schedule as inventory availability may change.



## Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal ☒ Work session ☐ Department

Title to appear on Agenda:  Vendor #

### Executive Summary:

The change order is to cover the cost to switch from lime to cement for stabilization. After tests were performed it was discovered that the native soils were not suitable for the lime stabilization and would require cement to adequately stabilize subgrade. The item is considered a participating item for reimbursement of 80%. Local responsibility is 20% or \$25,414.28.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Sample Road, Phase 1"/>	<input type="text" value="8161"/>	<input type="text" value="\$127,071.40"/>

Presenter:

### Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

## Monroe County Board of Commissioners Agenda Request - Grant

### REQUIRED

Federal Agency

INDOT

Federal Program

Transportation

CFDA#

20.205

Federal Award Number and Year (or other ID)

Pass Through Entity: Des #1400783

Request completed by: Lisa Ridge

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

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

**INDIANA Department of Transportation**  
**Construction Change Order and Time Extension Summary**

**Contract Information**

District:SEYMOUR DISTRICT

Contract No.: R -37596

AE:Wren, Rachel

Letting Date:04/07/2021

PE/S:Nelson, Paul

Status:Draft

**Change Order Information**

Date Generated: 07/20/2022

Change Order No.: 003

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: CHANGED COND, Constructability Related

Description: Cement Stabilization

Original Contract Amount \$ 4,967,500.00

Current Change Order Amount \$ 127,071.40

Percent: 2.558 %

Total Previous Approved Changes \$ 3,690.95

Percent: 0.074 %

Total Change To-Date \$ 130,762.35

Percent: 2.632 %

Modified Contract Amount \$ 5,098,262.35

**Time Extension Information**

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0 SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE: \_\_\_\_\_ DCE: \_\_\_\_\_ SCE: \_\_\_\_\_ DDCM: \_\_\_\_\_

SS Days \_\_\_\_\_ SP Days Value \$ \_\_\_\_\_

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000 or SP Days 0

**INDIANA Department of Transportation**  
**Construction Change Order and Time Extension Summary**

**Review and Approval Information**

Required Approval Authority AE:\_\_\_\_\_ DCE:\_\_\_\_\_ SCE:\_\_\_\_\_ \* DDCM:\_\_\_\_\_ \*  
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K - ) ( -- LE \$ 2 M -- ) ( -- GT \$ 2 M -- )  
(Days per Contract) ( 50 SS days ) ( 100 SS days ) ( 200 SS Days ) ( GT 200 SS days)

Verbal Approval Required? Y / N If Y, by\_\_\_\_\_ Date Issued\_\_\_\_\_

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager\_\_\_\_\_

Scope/Design Recommendation Y / N If Y, Referred to Project Manager(PM) \_\_\_\_\_  
Required? \_\_\_\_\_  
Date to PM\_\_\_\_\_ Date Returned\_\_\_\_\_

Approval Authority Concurs with PM? Y / N If Y, Concurrence by\_\_\_\_\_ Date\_\_\_\_\_

If N,Resolution: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

Resolved by\_\_\_\_\_ Date\_\_\_\_\_

LPA Signatures Required? Y / N If Y, Date to LPA \_\_\_\_\_ Date Returned \_\_\_\_\_

FHWA Signatures Required? Y / N If Y, Date to FHWA \_\_\_\_\_ Date Returned \_\_\_\_\_

\* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer \_\_\_\_\_ Date \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract No:R -37596

INDIANA

Date:02/17/2023

Change Order No:003

Department of Transportation

Page: 3

Contract: R -37596  
 Project: 1400783 - State:140078300LC5  
 Change Order Nbr: 003  
 Change Order Description: Cement Stabilization  
 Reason Code: CHANGED COND, Constructability Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0229	1400783	0229	215-08666	DOL	127,071.400	1.000	C	Amount:\$ 127,071.40

Item Description: CHEMICAL MODIFIER ADJUSTMENT

Supplemental Description1:

Supplemental Description2:

Total Value for Change Order 003 = \$ 127,071.40

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.  
 General or Standard Change Order Explanation

This change order is being generated to cover the cost to switch from lime to cement for stabilization. Alt and Witzig performed soil tests that indicated the native soils was not suitable for lime stabilization and would require cement to adequately stabilize subgrade. There was a total of 35,254 sys of chemical modification to be completed on this contract and called out for lime to be placed at a rate of 6% which requires 1,148.59 ton of Lime Kiln Dust. The Lime Kiln Dust was bid at a price of \$107.88 per ton x 1,199.57 ton for a total price of \$129,409.61 (Bid Cost Attached to Change Order). To change chemical modification to use cement at a rate of 6% it will cost \$213.81 per ton x 1,199.77 tons for a total of \$256,481.01 (Invoice & Delivery Tickets Attached to Change Order) \$256,481.01 - \$129,409.61 = Change Order Total \$127,071.40. There is a slight increase of cement used due to double stabilization from STA. 58+50 to 64+20 PRB LT. & RT. This Change Order is in line with Spec. 215.12 Basis of Payment The accepted quantity of chemically modified soils will be paid for by the square yard, complete in place below the specified depth will be paid for in accordance with 203.28. Adjustment of materials for chemical modification that exceeds the limits of 215.03 will be included in a change order for materials only and paid for as chemical modifier adjustments. If mix design test results show that the chemical modifier as bid by the contractor is not appropriate and the strength of the modified soil can not be achieved, a price adjustment will be made for the use of portland cement. The price adjustment will be calculated at a cost equal to the difference in the invoice cost of the chemical modifier found to be appropriate for use and the invoice or quoted delivered cost of the chemical modifier as bid by the Contractor. This adjustment will be included in a change order and will be paid for as chemical modifier adjustments. Payment for chemical modifier adjustments will be made for direct delivered material costs incurred by the Contractor and shall not include any other markups. This is backed up with the attached Alt and Witzig soil test that cement stabilization would be required to adequately stabilize subgrade to INDOT standards. A contract time adjustment is not required for this change.

## Change Order Explanation for Specific Line Item

\*\*\*\*\*  
 It is the intent of the parties that this change order is full and complete compensation for the work describe above.  
 Notification and consent to this change order is hereby acknowledged.

Contractor: Force Construction Co., Inc.

Signed By: Justin Nolting

Date: 03/08/2023

\*\*\*\*\*  
 NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:R -37596  
Change Order No:003

INDIANA  
Department of Transportation

Date:02/17/2023  
Page: 4

\*\*\*\*\*  
APPROVED FOR LOCAL PUBLIC AGENCY

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

\*\*\*\*\*  
SUBMITTED FOR CONSIDERATION

PE/S \_\_\_\_\_

\*\*\*\*\*  
APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
----------------	------------------	------	--------

# CHANGE ORDER REQUEST FORM

CONTRACT NO.	R-37596-A	DATE OF SUBMISSION	January 25, 2023
--------------	-----------	--------------------	------------------

PROJECT DESCRIPTION <i>(route / intersection / bridge no(s).)</i>	Sample Road Contract 1- Monroe County
CHANGE ORDER REQUEST SUMMARY DESCRIPTION	Per the subgrade treatment analysis performed by Alt & Witzig, the native soils utilized to build the subgrade and or embankment require 6% Cement to achieve the required strength gain. Per Recurring Special Provision 215-R-715, the quantities of lime by-products should be based on 6%.
PROPOSED SOLUTION SUMMARY	Per 215.12, a change order will be executed to include the adjustment of chemical modifier materials that exceed the limits of 215.03

NOTE: Upon request from Engineer, enter detailed description on page 2.

ONSET DATE OF CHANGE	June 13, 2022	CHANGE ORDER TYPE	104.02 Changed Conditions
----------------------	---------------	-------------------	---------------------------

## PROPOSED COST AND TIME ADJUSTMENT

COST COST INCREASE / (DECREASE): \$ 127,071.40

The cost adjustment shall include lump sum and/or estimated totaled unit-priced item costs. Attach a separate sheet of unit price items including item description, unit of measurement, estimated quantity and unit price.

CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF COST CHANGE:

☐ 109.03 Altered Quantities ☐ 109.05(a) Agreed Price ☒ 109.05(b) Force Account ☐ 109.05.02 Delay Costs

PROPOSED COST CHANGE INCLUDES: ☐ Labor ☒ Material ☐ Equipment ☐ Lease Agreement ☐ Subcontractor

TIME ADJUSTMENT INCREASE / (DECREASE): (work days) [Click here to enter text.](#)

CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF TIME CHANGE:

☐ 108.08(a) Excusable, Non-Compensable ☐ 108.08(b) Excusable, Compensable

NOTE: If Compensable, attach details based on 109.05.2(a) Allowable Delay Costs.

## SUPPLEMENTAL INFORMATION

Additional information.

CHANGE ORDER ORIGATION:	<input type="checkbox"/> INDOT / LPA <input checked="" type="checkbox"/> Contractor
DOCUMENTS AFFECTED:	
<input type="checkbox"/> Contract Specifications (ref. doc name/no.)	
<input type="checkbox"/> Contract Plans (ref. doc name/no.)	<a href="#">Click here to enter text.</a>

Ver. 10.16.18

## CHANGE ORDER REQUEST FORM

CHANGE ORDER AFFECTS DBE PARTICIPATION:

☐ yes ☒ no (If yes, attach details)

CONTRACT NO.

R-37596-A

## UPON WRITTEN REQUEST FROM THE ENGINEER, PROVIDE ADDITIONAL DETAIL

DATE RECEIVED REQUEST FOR ADDITIONAL DETAIL	January 25, 2023	SUBMITTAL DATE OF ADDITIONAL DETAIL	January 25, 2023
------------------------------------------------	------------------	----------------------------------------	------------------

## DETAILED DESCRIPTION / JUSTIFICATION:

*(Include location(s), actions of contractor, owner, and other stakeholders, key events and related cause(s), discoveries, discussions, meetings, and effect on the contract if no action is taken. Also include references to key documents attached or available to support this change order request.)*

A total of 35,254 sys of chemical modification was completed on this contract. This contract originally called for Subgrade Treatment Type IBL. At a rate of 6%, this contract required 1,199.57 tons of chemical modifier material. Had Lime Kiln Dust been utilized for this contract, at the quoted price of \$107.88, the total cost to Force Construction would have been \$129,409.61. As a result of using cement, the cost for 1,199.57 cement at \$210.00 per ton was \$256,481.01. The difference between using LKD and Cement is \$127,071.40. Accompanying this change order request are excel spreadsheets that help illustrate the difference as well as copies of invoices from Lehigh Cement Company.

## PROPOSED SOLUTION – ADDITIONAL DETAILS:

*(Include proposed scope of work, means & methods, materials, equipment, utility relocation required, subcontracted scope and the effect on the contract schedule. Also include references to attached documents including, but not limited to, sketches, calculations, photos, material information, and submittals and meeting minutes.)*

Click here to enter text.

## SIGNATURE

Contractor:

CHANGE ORDER REQUEST FORM

Name: (print)

Justin Nolting

(signature)

Date:

01/25/2023

*NOTE: The Contractor should retain a signed copy of this document for record.*

CONTRACT NO.

R-37596-A

**ATTACHMENT: UNIT PRICE ITEMS DETAIL**

Attach or paste a unit price item detail.



## Alt & Witzig Engineering, Inc.

4105 West 99th Street • Carmel • Indiana • 46032  
Ph (317) 875-7000 • Fax (317) 876-3705

### Tested For:

Mr. Justin Nolting  
Force Construction Company, Inc.  
990 North National Road  
Columbus, IN 47201

Date: June 13<sup>th</sup>, 2022

Our Project No.: TZ 22047 LTR

### Project:

Sample Road Reconstruction - Phase 1  
INDOT Contract: R-37596-A  
Monroe County, Indiana

Per request, Alt & Witzig Engineering has completed laboratory chemical-soil modification mix design testing for the soil type(s) represented from the above referenced project in accordance with *INDOT Special Provision 207-R-687 Subgrade Treatment, INDOT Standard Specification ISS 215 (2020)*, and *INDOT's Design Procedures for Soil Modification or Stabilization (2020)*. A summary of our testing results and recommendations are presented in the following report. If we can give further service in this matter, please contact us at your convenience.

Sincerely,

*Alt & Witzig Engineering, Inc.*

Zachary Fernandes, Geologist



Joshua W. Tinkle, P.E.

### Offices:

Cincinnati • Columbus • Des Moines, Iowa  
Evansville • Ft. Wayne • Indianapolis • Lafayette • Merrillville • South Bend, Indiana

Subsurface Investigation and Foundation Engineering  
Construction Materials Testing and Inspection  
Environmental Services

## Executive Summary

The laboratory soil analysis testing results confirm the samples collected from the above referenced project are suitable for subgrade chemical-soil modification in accordance with *INDOT Special Provision 207-R-687* and *INDOT Standard Specification ISS 215 (2020)*.

Based on guidelines from *INDOT's Design Procedures for Soil Modification or Stabilization (2020)*, Hydrated Lime or Lime By-Product (LKD) is the suggested chemical modifier for soil types with plasticity index greater than 20 and clay content greater than 30. The laboratory testing results confirm the soil types represented do not meet the referenced criteria. Furthermore, the mix design testing results confirm the soil types represented do not meet the 50 psi strength gain requirement with the suggested application range of 5% to 7% LKD by dry weight. **Therefore, we do not recommend Subgrade Treatment Type IBL (14" Chemical-Soil Modification using Lime) be utilized for subgrade treatment of the referenced project.**

Based on guidelines from *INDOT's Design Procedures for Soil Modification or Stabilization (2020)*, Type I / IL Cement is the suggested chemical modifier for soil types with plasticity index less than or equal to 20 and clay content less than or equal to 30. The laboratory testing results confirm both soil types represented meet the referenced criteria. Furthermore, the mix design testing results confirm the soil types represented meet the 100 psi strength gain requirement with a minimum of 6% Type IL Cement by dry weight. **Therefore, we recommend Subgrade Treatment Type IBC (14" Chemical-Soil Modification using Cement) be utilized for subgrade treatment of the referenced project. A minimum Type IL Cement spread rate of 68.5 Lbs. / Sq. Yd. (6% by dry weight) may be utilized for subgrade treatment of the represented soil types.**

### Summary of Subgrade Treatment Recommendations

Subgrade Treatment Specification	INDOT Type IBC, SP 207-R-687 & ISS 215 (2020)
Treatment Depth	Fourteen (14") Inches
Soil Type(s) & Natural (In-situ) Moisture Content(s)	Sample #1: A-6 Silty Loam, 31.0% Sample #2: A-4 Silty Loam, 16.0%
Chemical Type	Type IL Cement
Chemical Application Method	Dry Application
Chemical Source	Lehigh Cement Co. – Mitchell, IN (Approval No. W028367)
Chemical Percentage	6% (by dry weight)
Chemical Spread Rate	68.5 Lbs. / Sq. Yd.
Soil Type(s) & Optimum Moisture Content(s)	Sample #1: A-6 Silty Loam, 20.3% Sample #2: A-4 Silty Loam, 18.1%

### **Project Description**

Upon review of the current project documents, INDOT Contract No. R-37596-A consists of road reconstruction of Sample Rd. (Line PR-A, Sta. 10+00 to 65+10 and Line PR-B, Sta. 92+85 to 117+25) located in Monroe County, Indiana. Based on findings from the project geotechnical report (K&S File No. 7070366 dated October 10<sup>th</sup>, 2017), A-4, A-6 and A-7-6 soil types with plasticity index (PI) ranging from 9 to 40 are expected to be present during earthwork operations for the referenced project. *Subgrade Treatment Type IBL, 14" Chemical-Soil Modification using Lime (Line Item 207-12636)* is included in the contract of work for subgrade improvements of the referenced project.

Per request, our scope of work is to perform laboratory chemical-soil modification mix design testing for the soil type(s) represented from the referenced project in accordance with *INDOT special provision 207-R-687, INDOT Standard Specification ISS 215 (2020)*, and *INDOT's Design Procedures for Soil Modification / Stabilization (2020)*.

### **Sample Collection**

With assistance from the project general contractor (Force Construction Company, Inc.), two (2) soil samples were collected and delivered to our laboratory by an Alt & Witzig Engineering, Inc. representative on Thursday, May 19<sup>th</sup>, 2022. Based on site observations, the samples collected are representative soil types to be utilized at design subgrade elevation for reconstruction of the referenced project. Sample identifications and approximate locations provided are listed below:

- **Sample #1 – Line PR-A, Station 22+72, 25' Rt.**
- **Sample #2 – Line PR-A, Station 51+50, 30' Lt.**

### **Laboratory Soil Analysis Testing**

Soil analysis testing was performed in accordance with the project special provisions, standard specifications, and design procedures referenced above. A summary of the test results including *Special Provision 207-R-687 & ISS 215 (2020)* soil requirements for subgrade chemical-soil modification is presented in Table 1 below.

**Table 1: Summary of Laboratory Soil Analysis Results**

<b>Laboratory Test</b> (SP 207 & ISS 215 Requirements)	<b>Sample #1</b>	<b>Sample #2</b>
<b>AASHTO Soil Classification</b> (No Requirement)	A-6 (11) SILTY LOAM	A-4 (0) SILTY LOAM
<b>Natural (In-situ) Moisture Content</b> (No Requirement)	31.0%	16.0%
<b>Soluble Sulfate Content</b> ( $< 1000$ ppm)	20 ppm	20 ppm
<b>Organic Content</b> ( $< 3\%$ & $6\%$ by dry weight)	NT*	NT*
<b>Liquid Limit</b> ( $< 50$ , SP 207 Only)	32	27
<b>Natural Soil Maximum Dry Density</b> ( $> 100$ & $90$ PCF)	105.3 PCF	109.0 PCF

NT = Not Tested

\*Based on visual examination, the samples collected did not contain appreciable organics. Therefore, organic content testing was not performed.

The laboratory soil analysis testing results confirm the soil types represented are suitable for subgrade chemical-soil modification in accordance with *SP 207-R-687 & ISS 215 (2020)*. Based on guidelines from *INDOT's Design Procedures for Soil Modification / Stabilization (2020)*, Type I/IL Cement may be the most appropriate chemical modifier for the soil types represented. Therefore, both Lime Kiln Dust (LKD) from Carmeuse Lime & Stone – Buffington, IN (Approval No. W138555) and Type IL Cement from Lehigh Cement Company – Mitchell, IN (Approval No. W028367) were utilized in the chemical-soil modification mix design testing procedures.

### **Chemical-Soil Modification Mix Design Testing**

Based on guidelines from the referenced special provisions, standard specifications, and design procedures, chemical-soil modification mix design testing including moisture density relationships (Standard Effort) and unconfined compressive strength (UCT) were performed utilizing 5% to 7% by dry weight Lime Kiln Dust (LKD) as well as 4% to 6% by dry weight Type II Cement as the chemical modifiers. Stress-strain graphical curves for the UCT testing (AASHTO T 208) are attached to this report for reference. A summary of the UCT ultimate strength results is presented in Table 2 below. The ultimate strength values presented are the average of two (2) specimens molded at optimum moisture content (OMC), approximately 95% of Standard Effort, and cured for 48 hours.

***Table 2: Summary of UCT Ultimate Strength Results***

	<b>Sample #1: A-6 Silty Loam</b>	
	Moisture Content	Ultimate Strength
<b>Natural Soil (Untreated)</b>	18.8%	31 psi
<b>4% Cement-Soil Mixture</b>	19.9%	94 psi
<b>5% Cement-Soil Mixture</b>	20.1%	121 psi
<b>6% Cement-Soil Mixture</b>	20.3%	152 psi
<b>5% LKD-Soil Mixture</b>	21.0%	73 psi
<b>6% LKD-Soil Mixture</b>	21.3%	72 psi
<b>7% LKD-Soil Mixture</b>	21.6%	59 psi

	<b>Sample #2: A-4 Silty Loam</b>	
	Moisture Content	Ultimate Strength
<b>Natural Soil (Untreated)</b>	16.6%	13 psi
<b>4% Cement-Soil Mixture</b>	17.7%	97 psi
<b>5% Cement-Soil Mixture</b>	17.9%	137 psi
<b>6% Cement-Soil Mixture</b>	18.1%	163 psi
<b>5% LKD-Soil Mixture</b>	18.8%	48 psi
<b>6% LKD-Soil Mixture</b>	19.1%	49 psi
<b>7% LKD-Soil Mixture</b>	19.4%	50 psi

### **Subgrade Treatment Recommendations**

#### **Subgrade Treatment Type IBL, 14" Chemical Soil Modification using Lime**

Based on guidelines from *INDOT's Design Procedures for Soil Modification or Stabilization (2020)*, Hydrated Lime or Lime By-Product (LKD) is the suggested chemical modifier for soil types with plasticity index greater than 20 and clay content greater than 30. The laboratory testing results confirm the soil types represented do not meet the referenced criteria. Furthermore, the mix design testing results confirm the soil types represented do not meet the 50 psi strength gain requirement with the suggested application range of 5% to 7% LKD by dry weight. **Therefore, we do not recommend Subgrade Treatment Type IBL (14" Chemical-Soil Modification using Lime) be utilized for subgrade treatment of the referenced project.**

#### **Subgrade Treatment Type IBC, 14" Chemical Soil Modification using Cement**

Based on guidelines from *INDOT's Design Procedures for Soil Modification or Stabilization (2020)*, Type I / IL Cement is the suggested chemical modifier for soil types with plasticity index less than or equal to 20 and clay content less than or equal to 30. The laboratory testing results confirm both soil types represented meet the referenced criteria. Furthermore, the mix design testing results confirm the soil types represented meet the 100 psi strength gain requirement with a minimum of 6% Type IL Cement by dry weight. **Therefore, we recommend Subgrade Treatment Type IBC (14" Chemical-Soil Modification using Cement) be utilized for subgrade treatment of the referenced project. A minimum Type IL Cement spread rate of 68.5 Lbs. / Sq. Yd. (6% by dry weight) may be utilized for subgrade treatment of the represented soil types. A summary of the soil parameters and subgrade treatment recommendations is presented in Table 3 below.**

***Table 3: Summary of Subgrade Treatment Recommendations***

<b>Subgrade Treatment Specification</b>	<b>INDOT Type IBC, SP 207-R-687 &amp; ISS 215 (2020)</b>
<b>Treatment Depth</b>	Fourteen (14") Inches
<b>Soil Type(s) &amp; Natural (In-situ) Moisture Content(s)</b>	Sample #1: A-6 Silty Loam, 31.0% Sample #2: A-4 Silty Loam, 16.0%
<b>Chemical Type</b>	Type IL Cement
<b>Chemical Application Method</b>	Dry Application
<b>Chemical Source</b>	Lehigh Cement Co. – Mitchell, IN (Approval No. W028367)
<b>Chemical Percentage</b>	6% (by dry weight)
<b>Chemical Spread Rate</b>	68.5 Lbs. / Sq. Yd.
<b>Soil Type(s) &amp; Optimum Moisture Content(s)</b>	Sample #1: A-6 Silty Loam, 20.3% Sample #2: A-4 Silty Loam, 18.1%

### **Final Considerations**

The natural (in-situ) moisture contents represent the soil conditions at the time of sample collection on May 19<sup>th</sup>, 2022. Per *ISS 215*, it is recommended that the chemically modified soils be at least 1% above the optimum moisture content during mixing and compaction. Additionally, it is recommended that water shall not be added to the chemically modified soil when the natural (in-situ) moisture content exceeds 3% above the optimum moisture content. It is critical to note that the natural (in-situ) moisture contents of the represented soil types were between 2% below to 10% above the specified optimum moisture contents at the time of sample collection. Therefore, if a dry chemical application method is utilized, additional moisture conditioning of the soils by adding water during mixing should be expected if the natural (in-situ) moisture contents are unchanged.

The chemical-soil modification recommendations presented are only applicable for the soil type(s) collected. If other soil types are encountered during construction of the referenced project site, additional sampling and testing should be performed. Site specific conditions, including anticipated weather during treatment, stability of foundation soils, natural (in-situ) moisture contents, and appropriate site drainage options should be evaluated prior to subgrade treatment. Site conditions that would adversely affect the chemical treatment should be brought to the immediate attention of the INDOT project manager.

Approved chemicals to be incorporated in the field for modification of the subgrade shall be accomplished per project specifications. The contractor shall account and correct for all losses and equipment efficiencies that occur in the field to assure that the proper chemical percentage is achieved.

Sheet 1 of 1																	
Sample ID	Texture Classification	Passing #10	Passing #40	Passing #200	Gravel %	Sand %	Silt %	Clay %	Carbon %	LL	PL	PI	LOI %	Ca/Mg %	Sulfate %	As Recovered %	pH
Sample #1	A-6 (11) SILTY LOAM	100.0	99.3	97.6	0.0	2.4	78.1	19.5	17.1	32	21	11	NT	NT	20	31.0	5.0
Sample #2	A-4 (9) SILTY LOAM	100.0	91.6	78.6	0.0	21.4	69.2	9.4		27	19	8	NT	NT	20	18.0	4.9

1 2 3 4 5 6 7 8 9 10 11 12



**A & W Engineering, Inc.**  
 4105 West 99th St.  
 Carmel, IN 46032  
 Telephone:  
 Fax:

NOTE: NT = Not Tested

### Chemical Modification Summary

**Project Name:** R-37596-A Sample Road - Phase 1

**Location:** Monroe County, IN - County

**A&W File #:** T222047

**INDOT Contract #:** R-37596-A



## Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal ☒ Work session ☐ Department

Title to appear on Agenda:

Vendor #

### Executive Summary:

Monroe County agreed at the beginning of 2022 to pay the additional acceleration costs to get the project to intermediate HMA paving and open the road before the winter of 2023. This was also to parallel with the Cost Reduction Incentive of a cost savings of \$233,496.10 when the project began, to build both phases in one year. Almost, making this a wash in the overall cost of the project, a difference of \$47,481.10.

Change Order #3 - \$96,300.00

Change Order #5 - \$89,715.00

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:

## Monroe County Board of Commissioners Agenda Request - Grant

### REQUIRED

Federal Agency

Federal Program

CFDA#

Federal Award Number and Year (or other ID)

Pass Through Entity:

Request completed by:

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

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

## INDIANA Department of Transportation

## Construction Change Order and Time Extension Summary

**Contract Information**

District:SEYMOUR DISTRICT

Contract No.: R -43522

AE:Wren, Rachel

Letting Date:05/05/2021

PE/S:Nelson, Paul

Status:Draft

**Change Order Information**

Date Generated: 12/22/2022

Change Order No.: 003

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: SCOPE CHANGES, Project Acceleration

Description: Acceleration Cost

Original Contract Amount \$ 3,880,285.00

Current Change Order Amount \$ 89,715.00

Percent: 2.312 %

Total Previous Approved Changes \$ 0.00

Percent: 0.000 %

Total Change To-Date \$ 89,715.00

Percent: 2.312 %

Modified Contract Amount \$ 3,970,000.00

**Time Extension Information**

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0 SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE:\_\_\_\_\_ DCE:\_\_\_\_\_ SCE:\_\_\_\_\_ DDCM:\_\_\_\_\_

SS Days\_\_\_\_\_ SP Days Value \$ \_\_\_\_\_

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000 or SP Days 0

## INDIANA Department of Transportation

## Construction Change Order and Time Extension Summary

## Review and Approval Information

Required Approval Authority AE:\_\_\_\_\_ DCE:\_\_\_\_\_ SCE:\_\_\_\_\_ \* DDCM:\_\_\_\_\_ \*  
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K - ) ( -- LE \$ 2 M -- ) ( -- GT \$ 2 M -- )  
(Days per Contract) ( 50 SS days ) ( 100 SS days ) ( 200 SS Days ) ( GT 200 SS days)

Verbal Approval Required? Y / N If Y, by \_\_\_\_\_ Date Issued \_\_\_\_\_

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager \_\_\_\_\_

Scope/Design Recommendation Required? Y / N If Y, Referred to Project Manager(PM) \_\_\_\_\_  
Date to PM \_\_\_\_\_ Date Returned \_\_\_\_\_

Approval Authority Concurs with PM? Y / N If Y, Concurrence by \_\_\_\_\_ Date \_\_\_\_\_  
If N, Resolution: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_  
Resolved by \_\_\_\_\_ Date \_\_\_\_\_

LPA Signatures Required? Y / N If Y, Date to LPA \_\_\_\_\_ Date Returned \_\_\_\_\_

FHWA Signatures Required? Y / N If Y, Date to FHWA \_\_\_\_\_ Date Returned \_\_\_\_\_

\* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer \_\_\_\_\_ Date \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract No:R -43522

INDIANA

Date:02/27/2023

Change Order No:003

Department of Transportation

Page: 3

Contract: R -43522  
 Project: 1900467 - State:190046700LC5  
 Change Order Nbr: 003  
 Change Order Description: Acceleration Cost  
 Reason Code: SCOPE CHANGES, Project Acceleration

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0084	1900467	0084	105-09357	DOL	89,715.000	1.000	C	Amount:\$ 89,715.00

Item Description: COST ADJUSTMENT FOR ACCELERATION

Supplemental Description1:

Supplemental Description2:

Total Value for Change Order 003 = \$ 89,715.00

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.  
 General or Standard Change Order Explanation

This is a non-participating change order for INDOT and is being generated to cover Force Construction's acceleration cost to get project through intermediate HMA paving and open Sample Road by the end of 2022 construction season. The only portion not included in this acceleration change order is the Sample Road/Old SR37 intersection. This project was going to be delayed by a year due to utility relocations not being completed on time and Monroe County asked if Force Construction worked over time, could they get Sample Road open by the end of 2022 construction season. The contractor said yes they could get road open by the end of the 2022 construction season. They explained to Monroe County and INDOT that when they bid this project it was based on a 40 hour work week and said that the expected overtime cost to get Sample Road open would be \$89,715.00. The Monroe County Highway was ok with their quote and has given their approval to cover these cost (Attached is the email from Monroe County Highway). Force Construction has supplied us with change order request with back up documentation to justify this change order (Attached is payroll certification), we have reviewed the attached payroll certification for justifying their pricing. The payrolls start on June 12, 2022 to August 28, 2022 and total overtime cost submitted was \$105,472.80. Force Construction as agreed to except requested change order amount of \$89,715.00 as just compensation. We could not find any price history justification for acceleration cost and only have payroll certifications for cost justification. A contract time adjustment is not required for this change.

## Change Order Explanation for Specific Line Item

\*\*\*\*\*  
 It is the intent of the parties that this change order is full and complete compensation for the work describe above.

Notification and consent to this change order is hereby acknowledged.

Contractor: Force Construction Company, Inc.

Signed By: 

Date: 03/14/2023

\*\*\*\*\*  
 NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:R -43522  
Change Order No:003

INDIANA  
Department of Transportation

Date:02/27/2023

Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

SUBMITTED FOR CONSIDERATION

PE/S \_\_\_\_\_

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
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## CHANGE ORDER REQUEST FORM

CONTRACT NO. R-43522-A

DATE OF SUBMISSION

August 1, 2022

**PROJECT DESCRIPTION**

(route / intersection / bridge no(s).)

Sample Road Contract 1- Monroe County

**CHANGE ORDER REQUEST SUMMARY DESCRIPTION**

Start of work was delay until June 20<sup>th</sup> as a result of utilities not relocating.

**PROPOSED SOLUTION SUMMARY**

Force was asked to provide a cost to accelerate the work through intermediate paving for the 2022 construction season

NOTE: Upon request from Engineer, enter detailed description on page 2.

ONSET DATE OF CHANGE

April 1, 2022

CHANGE ORDER TYPE

104.02 Changed Conditions

### PROPOSED COST AND TIME ADJUSTMENT

**COST**

COST INCREASE / (DECREASE):

\$

89,715.00

The cost adjustment shall include lump sum and/or estimated totaled unit-priced item costs. Attach a separate sheet of unit price items including item description, unit of measurement, estimated quantity and unit price.

**CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF COST CHANGE:**

☐ 109.03 Altered Quantities ☒ 109.05(a) Agreed Price ☐ 109.05(b) Force Account ☐ 109.05.02 Delay Costs

PROPOSED COST CHANGE INCLUDES: ☒ Labor ☒ Material ☒ Equipment ☐ Lease Agreement ☐ Subcontractor

**TIME ADJUSTMENT**

INCREASE / (DECREASE):

(work days)

[Click here to enter text.](#)

**CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF TIME CHANGE:**

☐ 108.08(a) Excusable, Non-Compensable ☐ 108.08(b) Excusable, Compensable

NOTE: If Compensable, attach details based on 109.05.2(a) Allowable Delay Costs.

### SUPPLEMENTAL INFORMATION

Additional information.

CHANGE ORDER ORIGATION:

☐ INDOT / LPA

☒ Contractor

DOCUMENTS AFFECTED:

☐ Contract Specifications (ref. doc name/no.)

☐ Contract Plans (ref. doc name/no.)

[Click here to enter text.](#)

CHANGE ORDER AFFECTS DBE PARTICIPATION:

☐ yes ☒ no (if yes, attach details)

Ver: 10.18.18

CHANGE ORDER REQUEST FORM

CONTRACT NO. R-43522-A

UPON WRITTEN REQUEST FROM THE ENGINEER, PROVIDE ADDITIONAL DETAIL

DATE RECEIVED REQUEST FOR  
ADDITIONAL DETAIL

[Select Date]

SUBMITTAL DATE OF  
ADDITIONAL DETAIL

[Select Date]

**DETAILED DESCRIPTION / JUSTIFICATION:**

*(Include location(s), actions of contractor, owner, and other stakeholders, key events and related cause(s), discoveries, discussions, meetings, and effect on the contract if no action is taken. Also include references to key documents attached or available to support this change order request.)*

Click here to enter text.

**PROPOSED SOLUTION – ADDITIONAL DETAILS:**

*(Include proposed scope of work, means & methods, materials, equipment, utility relocation required, subcontracted scope and the effect on the contract schedule. Also include references to attached documents including, but not limited to, sketches, calculations, photos, material information, and submittals and meeting minutes.)*

Click here to enter text.

**SIGNATURE**

Contractor:

Name: (print) Landon Blume

(signature) 

Date: 8/4/2022

NOTE: The Contractor should retain a signed copy of this document for record.

010

CHANGE ORDER REQUEST FORM

CONTRACT NO. R-43522-A

**ATTACHMENT: UNIT PRICE ITEMS DETAIL**

Attach or paste a unit price item detail.

MHC II

## INDIANA Department of Transportation

## Construction Change Order and Time Extension Summary

**Contract Information**

District:SEYMOUR DISTRICT

Contract No.: R -37596

AE:Wren, Rachel

Letting Date:04/07/2021

PE/S:Nelson, Paul

Status:Draft

**Change Order Information**

Date Generated: 12/22/2022

Change Order No.: 005

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: SCOPE CHANGES, Project Acceleration

Description: Acceleration Cost

Original Contract Amount \$ 4,967,500.00

Current Change Order Amount \$ 96,300.00

Percent: 1.939 %

Total Previous Approved Changes \$ 3,690.95

Percent: 0.074 %

Total Change To-Date \$ 99,990.95

Percent: 2.013 %

Modified Contract Amount \$ 5,067,490.95

**Time Extension Information**

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0 SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE: \_\_\_\_\_ DCE: \_\_\_\_\_ SCE: \_\_\_\_\_ DDCM: \_\_\_\_\_

SS Days \_\_\_\_\_ SP Days Value \$ \_\_\_\_\_

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000 or SP Days 0

## INDIANA Department of Transportation

## Construction Change Order and Time Extension Summary

## Review and Approval Information

Required Approval Authority AE: \_\_\_\_\_ DCE: \_\_\_\_\_ SCE: \_\_\_\_\_ \* DDCM: \_\_\_\_\_ \*  
 (\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K - ) ( -- LE \$ 2 M -- ) ( -- GT \$ 2 M -- )  
 (Days per Contract) ( 50 SS days ) ( 100 SS days ) ( 200 SS Days ) ( GT 200 SS days)

Verbal Approval Required? Y / N If Y, by \_\_\_\_\_ Date Issued \_\_\_\_\_

Total Change To-Date>5%? Y / N If Y, Copy to Program Budget Manager \_\_\_\_\_

Scope/Design Recommendation Y / N If Y, Referred to Project Manager(PM) \_\_\_\_\_  
 Required?

Date to PM \_\_\_\_\_ Date Returned \_\_\_\_\_

Approval Authority Concurs with PM? Y / N If Y, Concurrence by \_\_\_\_\_ Date \_\_\_\_\_

If N, Resolution: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

Resolved by \_\_\_\_\_ Date \_\_\_\_\_

LPA Signatures Required? Y / N If Y, Date to LPA \_\_\_\_\_ Date Returned \_\_\_\_\_

FHWA Signatures Required? Y / N If Y, Date to FHWA \_\_\_\_\_ Date Returned \_\_\_\_\_

\* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer \_\_\_\_\_ Date \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract No:R -37596

INDIANA

Date:02/28/2023

Change Order No:005

Department of Transportation

Page: 3

Contract: R -37596  
 Project: 1400783 - State:140078300LC5  
 Change Order Nbr: 005  
 Change Order Description: Acceleration Cost  
 Reason Code: SCOPE CHANGES, Project Acceleration

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0228	1400783	0228	105-09357	DOL	1.000	96300.000	C	Amount:\$ 96,300.00

Item Description: COST ADJUSTMENT FOR ACCELERATION

Supplemental Description1:

Supplemental Description2:

Total Value for Change Order 005 = \$ 96,300.00

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.  
 General or Standard Change Order Explanation

This is a non-participating change order for INDOT and is being generated to cover Force Construction's acceleration cost to get project through intermediate HMA paving and open Sample Road by the end of 2022 construction season. The only portion not included in this acceleration change order is the Sample Road/Old SR37 Intersection. This project was going to be delayed by a year due to utility relocations not being completed on time and Monroe County asked if Force Construction worked over time, could they get Sample Road open by the end of 2022 construction season. The contractor said yes they could get road open by the end of the 2022 construction season. They explained to Monroe County and INDOT that when they bid this project it was based on a 40 hour work week and said that the expected overtime cost to get Sample Road open would be \$96,300.00. The Monroe County Highway was ok with their quote and has given their approval to cover these cost (Attached is the email from Monroe County Highway). Force Construction has supplied us with change order request with back up documentation to justify this change order (Attached is payroll certification), we have reviewed the attached payroll certification for justifying their pricing. The payrolls start on June 12, 2022 to September 11, 2022 and total overtime cost submitted was \$107,887.52. Force Construction as agreed to except requested change order amount of \$96,300.00 as just compensation. We could not find any price history justification for acceleration cost and only have payroll certifications for cost justification. A contract time adjustment is not required for this change.

## Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above  
 Notification and consent to this change order is hereby acknowledged.

Contractor: Force Construction Co., Inc.

Signed By: 

Date: 03/14/2023

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:R -37596  
Change Order No:005

INDIANA  
Department of Transportation

Date:02/28/2023  
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

SUBMITTED FOR CONSIDERATION

PE/S \_\_\_\_\_

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
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## CHANGE ORDER REQUEST FORM

CONTRACT NO. R-37596-A

DATE OF SUBMISSION August 1, 2022

**PROJECT DESCRIPTION**

(route / intersection / bridge no(s).)

Sample Road Contract 1- Monroe County

**CHANGE ORDER REQUEST SUMMARY DESCRIPTION**

Start of work was delay until June 20<sup>th</sup> as a result of utilities not relocating.

**PROPOSED SOLUTION SUMMARY**

Force was asked to provide a cost to accelerate the work through intermediate paving for the 2022 construction season

NOTE: Upon request from Engineer, enter detailed description on page 2.

ONSET DATE OF CHANGE

April 1, 2022

CHANGE ORDER TYPE

104.02 Changed Conditions

## PROPOSED COST AND TIME ADJUSTMENT

**COST**

COST INCREASE / (DECREASE):

\$

96,300.00

The cost adjustment shall include lump sum and/or estimated totaled unit-priced item costs. Attach a separate sheet of unit price items including item description, unit of measurement, estimated quantity and unit price.

**CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF COST CHANGE:**

☐ 109.03 Altered Quantities ☒ 109.05(a) Agreed Price ☐ 109.05(b) Force Account ☐ 109.05.02 Delay Costs

PROPOSED COST CHANGE INCLUDES: ☒ Labor ☒ Material ☒ Equipment ☐ Lease Agreement ☐ Subcontractor

**TIME ADJUSTMENT**

INCREASE / (DECREASE):

(work days)

[Click here to enter text.](#)

**CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF TIME CHANGE:**

☐ 108.08(a) Excusable, Non-Compensable ☐ 108.08(b) Excusable, Compensable

NOTE: If Compensable, attach details based on 109.05.2(a) Allowable Delay Costs.

## SUPPLEMENTAL INFORMATION

Additional information.

CHANGE ORDER ORIGATION:

☐ INDOT / LPA

☒ Contractor

DOCUMENTS AFFECTED:

☐ Contract Specifications (ref. doc name/no.)

☐ Contract Plans (ref. doc name/no.)

[Click here to enter text](#)

CHANGE ORDER AFFECTS DBE PARTICIPATION:

☐ yes ☒ no (if yes, attach details)

Ver 10.15.22

CHANGE ORDER REQUEST FORM

CONTRACT NO. R-37596-A

UPON WRITTEN REQUEST FROM THE ENGINEER, PROVIDE ADDITIONAL DETAIL

DATE RECEIVED REQUEST FOR  
ADDITIONAL DETAIL

[Select Date]

SUBMITTAL DATE OF  
ADDITIONAL DETAIL

[Select Date]

**DETAILED DESCRIPTION / JUSTIFICATION:**

*(Include location(s), actions of contractor, owner, and other stakeholders, key events and related cause(s), discoveries, discussions, meetings, and effect on the contract if no action is taken. Also include references to key documents attached or available to support this change order request.)*

Click here to enter text.

**PROPOSED SOLUTION – ADDITIONAL DETAILS:**

*(Include proposed scope of work, means & methods, materials, equipment, utility relocation required, subcontracted scope and the effect on the contract schedule. Also include references to attached documents including, but not limited to, sketches, calculations, photos, material information, and submittals and meeting minutes.)*

Click here to enter text.

**SIGNATURE**

Contractor:

Name: (print) Landon Blume

(signature) 

Date: 8/4/2022

NOTE: The Contractor should retain a signed copy of this document for record.

CHANGE ORDER REQUEST FORM

CONTRACT NO.     **R-37596-A**

**ATTACHMENT: UNIT PRICE ITEMS DETAIL**

Attach or paste a unit price item detail.



## Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

### Executive Summary:

The grease interceptor tank at the Justice Building is currently scheduled for quarterly maintenance. The tank is filling at a rate that requires an increase in service. This request is approve a 3 year agreement with HFI to empty the grease interceptor tank bi-monthly in an amount that will not exceed \$5,674.50.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:

## ADDENDUM TO Harrel-Fish Incorporated AGREEMENT

1. **Worker's Compensation.** Harrell-Fish Incorporated ("Contractor") shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
2. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.
3. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board or its employees.
4. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his 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 the contract 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 contract 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 the contract.

Monroe County government, including the Board, does not tolerate sexual harassment by or of its officials, employees, agents, and independent contractors. The Board and contractor are aware of this policy/practice and agree to abide by it. If any officer, employee, agent or independent contractor (including its employees, etc.) experience any treatment or action that he or she believes constitutes sexual harassment, he or she agrees to immediately report the treatment or action to both the Monroe County Human Resources Administrator and the Board's Administrator.

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

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

6. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
7. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
8. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana.

**IN WITNESS WHEREOF,** Contractor and Board have executed this Addendum as dated below in two counterparts, each of which shall be deemed an original.

Herrell-Fish Incorporated.  
"Contractor"



Steve Dawson, President & CEO

by \_\_\_\_\_

Date March 13, 2023

Board of Commissioners of Monroe County  
"Board"

\_\_\_\_\_

ATTEST: \_\_\_\_\_, 2023

\_\_\_\_\_  
Catherine Smith, Auditor



## Monroe County Board of Commissioners Agenda Request Form

Date to be heard

03/22/23

Formal



Work session



Department

Commissioners

Title to appear on Agenda:

Acceptance of the Recommendation to negotiate with DLZ regarding master plan and design for justice related facilities.

Vendor #

### Executive Summary:

The Commissioners received this recommendation on March 8th.

Fund Name(s):

NA

Fund Number(s):

NA

Amount(s)

NA

Presenter:

Richard Crider

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:

Cockerill, Jeff