



# 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 29, 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 GITHENS

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### 3. DEPARTMENT UPDATES

Health – Lori Kelley

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

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### 5. APPROVAL OF MINUTES

March 22, 2023

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4

### 6. APPROVAL OF CLAIMS DOCKET

Accounts Payable – March 29, 2023

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### 7. REPORTS

Weights and Measures – February 16 – March 15, 2023

14

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**8. NEW BUSINESS**

**A. HEALTH SERVICES FEES CHAPTER 310 REVISION**

**15**

**Presenter:** Lori Kelly and Michael Kuzemka

A regularly scheduled fee code review has been conducted. Proposed changes were presented and unanimously approved by the Board of Health on August 25, 2022.

Foods Fee Code Proposal includes recommending the addition of fees for re-inspection of retail food establishments that require more than 2 per-operational inspections prior to opening due to negligence. The foods division is also recommending offering a multiple farmers market license, which will provide a discount for those participating in multiple markets and decrease the need to complete multiple applications. This would allow vendors to participate in up to 3 markets with one license/fee. Attached is a recently completed market cost analysis.

The Board of Health is proposing to remove the real estate septic inspection services. Real estate inspections may be completed by private companies and can be time consuming. Removing this service will allow wastewater employees more time to focus on failing systems.

Vital Records Fee Code Proposal includes proposing to change to issuing standard size only for birth certificates. The fee will remain \$16.00. The Board of Health is proposing to increase the cost of home birth registration to \$53. The current fee of \$27 is half the price of other services, despite taking more staff time to complete. The average time needed to complete a home birth registration is 2.5 hours and requires, on average, \$53.38 in wages for staff.

**B. COMMERCIAL SERVICES OF BLOOMINGTON INC ON-CALL SERVICE AGREEMENT**

**25**

**Fund Name(s):** County General, Non-reverting Capital, and Non-reverting Operating

**Fund Number(s):** 1000, 1178, and 1179

**Amount:** Not to exceed \$10,000

**Presenter:** Kelli Witmer

On 03-22-23, the MCPR Board approved a service agreement with Commercial Service in the amount not to exceed \$10,000. Commercial Service will perform on-call heating, ventilation, air conditioning, and plumbing services. Service agreement expires on December 31, 2023.

**C. GO EXPRESS TRAVEL SERVICE AGREEMENT**

**30**

**Fund Name(s):** County General and Non-reverting Operating

**Fund Number(s):** 1000 and 1179

**Amount:** Not to exceed \$6,000

**Presenter:** Kelli Witmer

On 03-22-23, the MCPR Board approved a service agreement with Go Express Travel in the amount not to exceed \$6,000. Go Express Travel will provide transportation for recreational youth & adult trips. The MCPR Recreation Director will approve, in advance, each trip's destination and transportation fee. Service agreement expires on December 31, 2023.

**D. IZZY’S RENTAL SERVICE AGREEMENT**

**34**

**Fund Name(s):** County General and Non-reverting Capital, and Non-reverting Operating

**Fund Number(s):** 1000, 1178, and 1179

**Amount:** Not to exceed \$3,000

**Presenter:** Kelli Witmer

On 03-22-23, the MCPR Board approved a service agreement with Izzy's Rental in the amount not to exceed \$3,000. Services performed include port-a-toilet pumping, blue water replacement, bleach rinsing, wiping down, stocking toilet paper, and saltwater brine in sub-freezing temperatures. Service agreement expires on April 1, 2024.

**E. BLEDSOE RIGGERT COOPER AND JAMES ENGINEERING SERVICES AGREEMENT**

**39**

**Fund Name:** American Rescue Plan Act (ARPA)

**Fund Number:** 8950

**Amount:** \$39,900

**Presenter:** Lisa Ridge

This agreement is for land surveying and civil engineering services for the Marlin Hills Drainage Infrastructure Improvement project. The purpose of the project is to improve the aging drainage infrastructure at Scenic Drive, Hillview Drive, and Woodridge Drive.

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**9. APPOINTMENTS**

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**10. ANNOUNCEMENTS**

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**11. ADJOURNMENT**



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## COMMISSIONERS' HYBRID MEETING SUMMARY MINUTES

Wednesday, March 22, 2023, at 10:00 am  
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. **CALL TO ORDER BY COMMISSIONER GITHENS** 10:02 am

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2. **COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER THOMAS** 10:02 am

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3. **PROCLAMATION – WOMEN'S HISTORY MONTH** 10:03 am

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4. **DEPARTMENT UPDATES** 10:04 am  
Health – Jaimmie Ford  
Planning – Jackie N Jelen

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5. **PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker)** 10:09 am

Chris Emge, Monroe County resident, Bloomington Chamber of Commerce  
Tamby Wikle Cassidy, Monroe County resident  
Mary Morgan, Director Heading Home of South-Central Indiana (Virtual)

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**6. APPROVAL OF MINUTES**

**10:17 am**

March 08, 2023

Thomas made motion to approve. Jones seconded.

Githens called for voice vote.

Motion carried 3-0.

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**7. APPROVAL OF CLAIMS DOCKET**

**10:18 am**

Accounts Payable – March 22, 2023

Payroll – March 24, 2023

Thomas made motion to approve. Jones seconded.

No public comment.

Githens called for voice vote.

Motion carried 3-0.

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**8. REPORTS**

**10:20 am**

Clerk of Circuit Court – February

Treasurer - February

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**9. NEW BUSINESS**

**A. EMERGENCY MANAGEMENT LETTERS OF AGREEMENT FOR DISASTER RESPONSE**

**10:20 am**

**Presenter:** 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.

Thomas made motion to approve. Jones seconded.

Thomas amended motion pending appropriation of Council. Jones seconded.

Githens call for voice vote on amended motion.

Motion carried 3-0.

No public comment.

Githens called for voice vote.

Motion carried 3-0.

**B. MALCON MALINOWSKI CONSULTING INC. AGREEMENT**

10:27 am

**Fund Name:** Clerk IV-D Incentive

**Fund Number:** 8899

**Amount:** \$11,400

**Presenter:** 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.

Thomas made motion to approve. Jones seconded.

No public comment.

Githens called for voice vote.

Motion carried 3-0.

**C. AMATEUR SPORTS PROGRAM AGREEMENT FOR SAFE PLACE**

10:29 am

**Fund Name:** Project Safe Place

**Fund Number:** 9103

**Amount:** \$1,278

**Presenter:** 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.

Thomas made motion to approve. Jones seconded.

No public comment.

Githens called for voice vote.

Motion carried 3-0.

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

10:31 am

**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

Thomas made motion to approve. Jones seconded.

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

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

10:32 am

**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.

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

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

10:33 am

**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.

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

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

10:36 am

**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.

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

- H. HARRELL-FISH, INC. MAINTENANCE AGREEMENT FOR JUSTICE BUILDING GREASE INTERCEPTOR**  
**Fund Name:** County General  
**Fund Number:** 1000  
**Amount:** Not to exceed \$5,674.50  
**Presenter:** Richard Crider

10:39 am

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.

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

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

10:41 am

Thomas made motion to approve. Jones seconded.  
Public comment:  
Scott Carnegie, DLZ, Inc representative (in person)  
Isabelle Piedmont Smith, Bloomington City Council (virtual)  
David Gardner, ASI (virtual)  
Githens called for voice vote.  
Motion carried 3-0.

- J. Documentation for Delegation of Signatory Authority for PH II Municipal Separate Storm Sewer System (MS4) General Permit Reports.** (This item was previously scheduled for today's work session)

10:56 am

Thomas made motion to approve. Jones seconded.  
Public comment:  
Kelsey Thetonia, MS4 Coordinator  
Githens called for voice vote.  
Motion carried 3-0.

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## 10. APPOINTMENTS

10:52 am

Thomas made motion to approve. Jones seconded.

### Historic Preservation Board of Review



Donn Hall, three-year term, ending 1.1.2026

No public comment.

Githens called for voice vote.

Motion carried 3-0.

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## **11. ANNOUNCEMENTS**

Voter registration ends April 3, 2023, for residents of Ellettsville and Bloomington. You may register online at [www.in.gov/sos/elections](http://www.in.gov/sos/elections), or call the Clerk's office, 812.349.2612 for more information.

Absentee voting by mail deadline is May 1, 2023.

Early in person voting begins April 4, 2023, at Election Central, 302 S. Walnut St, Bloomington, IN 47404.

**Primary Election Day** is Tuesday, May 2, 2023. Polls will be open 6:00 am – 6:00 pm

Monroe County Development Ordinance (CDO) will be hosting Focus Groups March 23, 2023, at 5:30 pm via Zoom only. Find the Zoom link at [www.monroecdo.com](http://www.monroecdo.com)

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:

**Thursday, April 6, 10am- 3pm**

**Friday, April 7, 1pm – 6pm**

**Thursday, May 11, 10am – 3pm**

**Friday, May 12, 1pm – 6pm**

**Wednesday, June 12, 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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**12. ADJOURNMENT**

**11:00 am**

The summary minutes of the March 22, 2023, Board of Commissioners meeting were approved on March 29, 2023.

Monroe County Commissioners

Ayes:

Nays:

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

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

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Julie Thomas, Vice President

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

\_\_\_\_\_  
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 AGENDA**

**March 22, 2023**

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

**No Work Session this date**



## **PROCLAMATION IN OBSERVANCE OF WOMEN'S HISTORY MONTH**

WHEREAS: Courageous women have called not only for the absence of oppression, but for the presence of opportunity. They have demonstrated for justice, but also for jobs -- ones that promise equal pay for equal work. And they have marched for the right to vote not just so their voices would be heard, but to ensure women could have a seat at the head of the table; and

WHEREAS: With grit and resolve, women have fought to overcome discrimination and shatter glass ceilings, and after decades of slow, steady, and determined progress, they have widened the circle of opportunity for women and girls across our country; and

WHEREAS: Women of every age, race, class, sexual orientation, and ethnic background have made historic contributions to the growth and strength of our nation and of Monroe County in countless recorded and unrecorded ways. Women have served as early leaders in the forefront of every major movement for progressive social change; and

WHEREAS: Women have played and continue to play a critical economic, cultural, and social role in every sphere of the life of the community by constituting a significant portion of the labor force working inside and outside of the home as well as providing the majority of the volunteer labor force; and

WHEREAS: We are grateful for each member of the Monroe County Women's Commission, and we appreciate their fight for women's equity.

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

### ***Women's History Month in Monroe County***

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

**THE MONROE COUNTY BOARD OF COMMISSIONERS**

**PENNY GITHENS**

**JULIE THOMAS**

**LEE JONES**



# WEIGHTS AND MEASURES MONTHLY REPORT

State Form 44196 (R2/10-99)



Indiana Division of Weights & Measures

2525 N Shadeland Ave Ste D3, Indianapolis, IN 46219

Office: (317) 356-7078 \* Fax: (317) 351-2878

[www.in.gov](http://www.in.gov)

Inspector: Scott A Sowder

Jurisdiction: Monroe

Date: 16-Feb to 15-Mar 2023

INSPECTION ACTIVITIES	STATISTICAL			
	Correct	Rejected	Confiscated	TOTAL
<b>SCALES</b>				
Vehicle - State Police				
Vehicle - State Inspection				
Vehicle - City or County	2	2		4
Railroad Scales				
Belt Conveyor Scales				
Livestock Scales				
Portable & Dormant Scales	2			2
Hopper Scales				
Computing Scales	59	14		73
Suspension Scales	14			14
Prescription Scales	4			4
Gram Scales	3			3
Non-Commercial Scales				
<b>MEASURING DEVICES</b>				
LPG Meters				
CNG Meters				
Vehicle Truck Meters				
Gasoline, Kerosene, Diesel Tests				
High Flow Diesel Tests				
Mass Flow Meters				
Taxi Meters				
Timing Devices				
<b>CALIBRATIONS AND TESTS</b>				
Commercial Weights				
Prescription Weights	60	1		61
Wheel Weighers				
Test Weights				
Liquid Measures				
Linear Measures				
Miscellaneous				
<b>OTHER ACTIVITIES</b>				
Packages Checked	188			188
Packages Controlled	698	14		712
LP Gas Cylinders				
Octane samples				
Measuregraphs				
Misc. Determinations	4			4
<b>GRAND TOTAL</b>	336	17		353

## NARRATIVE

(Explain Miscellaneous Tests and Activities)

### Small Scales

All of my larger grocery locations are complete. I am now working on completing my remaining small scales prior to the start of fuel dispenser testing. I should have most of the "winter/ spring" scales done prior to April 15th.

### Fuel Dispensers

Temperatures are slowly starting to rise so I am preparing to start fuel dispenser testing. The average temp needs to be above 60 degrees to get an accurate reading. I am not anticipating many issues this season due to all of the dispenser replacements in the past few years.

### Package Inspection

I was able to get some package checking done this month. Due to issues found elsewhere in the state, I have expanded my testing beyond the grocery stores. I will continue my random inspections throughout the month.

**FILED**

MAR 21 2023

*Catherine Smith*

Auditor Monroe County, Indiana



## Monroe County Board of Commissioners Agenda Request Form

Date to be heard 03/29/23

Formal ☒

Work session ☐

Department Health

Title to appear on Agenda: Chapter 310 Fee Code Revision

Vendor #

### Executive Summary:

A regularly scheduled fee code review has been conducted. Proposed changes were presented and unanimously approved by the Board of Health on August 25, 2022.

Foods Fee Code Proposal includes recommending the addition of fees for re-inspection of retail food establishments that require more than 2 per-operational inspections prior to opening due to negligence. The foods division is also recommending offering a multiple farmers market license, which will provide a discount for those participating in multiple markets and decrease the need to complete multiple applications. This would allow vendors to participate in up to 3 markets with one license/fee. Attached is a recently completed market cost analysis.

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Fund Name(s):

N/A

Fund Number(s):

N/A

Amount(s)

N/A

Presenter: Lori Kelley

Speaker(s) for Zoom purposes:

Name(s)

Michael Kuzemka

Phone Number(s)

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

Attorney who reviewed:

Baker, Lee

# Department Expenses

Cost Analysis: Permit Summary					
Costs					
Category	Item	Quantity	Time(hours)	Price	Total
Service (Foods)	Time spent with vendors explaining the application process. Print off application, email application, or give information about opengov.	58 Vendors	.25 (15 min)	\$24.00	\$348.00
Service (Vital Records)	Taking payments, printing receipts, and notifying Foods	58 Vendors	.17 (~10 min)	\$24.00	\$236.64
Service (Foods)	Review Application and Follow-Up Questions Making, printing, and mailing permit After inspection filing and enter data	58 Vendors	.5 (30 min)	\$24.00	\$696.00
Goods	Printing permit, Envelopes and Postage	58 Vendors		\$2.50	\$145.00
Service (Foods)	Inspectors (Summer and Winter) (2 hours twice at Summer + 3 hours once at winter)	3 Inspectors x 3 Times	7.0	\$24.00	\$1,512.00
Goods	Gas for travel to markets	12 Miles x 3 Inspectors X 3 times		\$0.49	\$52.92
Total Cost \$2,990.56					



Revenue

Cost Analysis: Application Fees					
Costs					
Category	Item	Quantity	Time(hours)	Price	Total
Goods	Permits for Summer Markets	38 Vendors		\$100.00	\$3,800.00
	Permit for Winter Market	20 Vendors		\$50.00	\$1000.00
Total Cost					\$4,800.00

**CHAPTER 310**  
**HEALTH DEPARTMENT SERVICE FEES**

**310-1. Authority to Establish and Collect Fees**

The Health Department is empowered to establish and collect fees in accordance with the provisions in this chapter.

**310-2. Services Subject to a Service Fee**

The Health Department may charge a service fee not in excess of the cost for providing to any person the following services:

- (A) home health care as prescribed within the meaning of Section 1881(o) of the Social Security Act for a home health agency and as authorized by the State Board of Health under IC 16-19-3-21;
- (B) any personal health service provided through the Health Department, including, but not limited to, the Chest Clinic, as authorized by IC 36-8- 2-5 and 16-20-1-27;
- (C) services provided by the Health Department in providing a copy of a certificate of birth or death as authorized by IC 16-37-1-9 and 16-20-1- 27;
- (D) services provided by the Health Department in the inspection of public eating and drinking establishments, retail food markets, itinerant food stands and semi-public food-service **retail food** establishments upon application to obtain a permit or license for retail food markets and food-service **retail food** establishments in Monroe County as authorized by IC 36-8-2-4 and IC 16-20-1-27;
- (E) services provided by the Health Department in the inspection of private sewage disposal systems within Monroe County as authorized by IC 36-8-2-4 and IC 16-20-1-27;
- (F) services provided by the Health Department in the inspection of the public disposal of solid waste within Monroe County as authorized by IC 36-8-2-4; and
- (G) supervision and inspection of sanitary installations as required by the following chapters of this **the Monroe County** Code:
  - (1) Chapter 341, Food Service **Retail Food** Establishments;
  - (2) Chapter 342, Food and Beverage Vending;
  - (3) Chapter 350, Trailer Parks and Public Camps;

- (4) Chapter 360, Solid Waste Disposal;
  - (5) Chapter 365, Private Sewage Disposal Systems; and,
  - (6) Chapter 364, Hazardous Waste Facility.
- (H) education and training of food service workers.

**310-3. Collection, Accounting and Disposition of Fees**

- (A) The Health Department shall collect such fees established as a part of this chapter in accordance with the schedule designated in Section 310-4.
- (B) All fees collected by the Health Department shall be accounted for in detail for each program service area.
- (C) All fees collected by the Health Department shall be transferred to the Monroe County Health Fund. The monies collected in accordance with the provisions of this chapter shall be used only for the maintenance or future expansion of the specific program services.
- (D) Fees collected for health services provided individuals in other County health jurisdictions and involving payment from County tax revenue shall be collected in accordance with an agreement pursuant to IC 16-20-1-8.

**310-4. Fee Schedule**

The following fees shall be charged and collected and services rendered by the Health Department:

DESCRIPTION	FEE
Amendment Affidavit	\$53.00
Paternity Affidavit	\$53.00
Paternity Affidavit Upon Marriage	\$53.00
Certified Copy of Paternity Affidavit	\$10.00
Correction Notification	\$10.00
<b>BIRTH CERTIFICATE</b>	
- Standard and wallet size set <b>size*</b>	\$16.00
- <b>*While paper supply lasts: Standard and wallet size set</b>	<b>\$16.00</b>
- Amended Birth Certificate	\$16.00

DEATH CERTIFICATE

\$16.00

FUTURES FAMILY HEALTH PLANNING CLINIC

- Fees for clinic office visits, medical procedures, medical treatments, laboratory tests, birth control devices and medicines are based on the actual costs to the clinic to provide these items. The Board of Health shall be notified of the specific fee amounts. have been approved by the Board of health and A complete schedule of the fees is available and posted at the Futures Family Health Planning Clinic. In accordance with the requirements of the federal grant funding this program, clinic users with 250% or below the current federally- recognized poverty level are required to only pay a percentage of these established fees based on their income level.

FOOD SERVICE

- License for Food Service Establishment or Retail Food Establishments

Number of Employees	Annual Fee
1 - 5	\$165.00
6 - 10	\$330.00
11 - 20	\$495.00
+21	\$600.00

Partial Year Food License Fee

Retail Food Establishments which open 1-3 months prior to licensing year

50% of Annual Fee

Food Manager Certification Course

Retail Food Service Establishments

\$150.00 per participant

Non-profit Organizations

\$ 75.00 per participant

Examination Retake (all participants)

\$ 50.00 per participant

Seasonal Establishments

- Establishments operating 4 to 9 months or fewer per year, (including those participating in Summer Farmer's Markets)

\$100.00 for 1 market

\$175 for 2 markets

\$250 for 3 markets

- Establishments operating less than 4 months per year (including those participating in Winter Farmer's Markets)

\$50.00

<b>Mobile Food Service</b>	
- License for Mobile <b>Retail</b> Food Service Establishment	\$150.00
- Non-Motorized, mobile retail food establishment selling prepackaged Ice Cream and Novelties only	\$25.00
<b>Plan Review or New Establishment Construction Fee (One Time)</b>	
Prepackaged Food Only	\$100.00
Mobile	\$150.00
1 – 5	\$165.00
6 – 10	\$330.00
11-20	\$495.00
21+	\$600.00
Ownership Change w/o Construction	\$75.00
<b>Pre-Operational Re-inspection (facilities that require more than 2 pre-operational inspections)</b>	<b>\$50.00 per re-inspection</b>
<b>Temporary Food Service</b>	
- License for Temporary <b>Retail</b> Food Service Establishment (per event)	\$50.00
<b>Vending Machines</b>	
- License for Vending Machine of Potentially Hazardous Foods:	
- First Ten Machines	\$100.00
- Additional Per Machine Over Ten	\$10.00
<b>GENEALOGICAL DOCUMENT</b>	\$15.00
<b>HAZARDOUS WASTE FACILITIES</b>	
- Registration fee for Interim Hazardous Waste Storage Facility: One Time Only – Prior to Licensing	\$1,000.00
- Annual License Fee	\$500.00
<b>HOME BIRTHS</b>	
- Registration fee	<del>\$27.00</del> <b>\$53.00</b>
<b>INCINERATORS – SMALL</b>	
- Registration Fee for New Incinerators	\$125.00
- Annual License Fee	\$100.00
<b>NOTARY PUBLIC SERVICE</b>	\$2.00
<b>REAL ESTATE INSPECTIONS</b>	
- Septic Inspections	\$100.00
- Well Sampling	\$100.00
<b>Photocopies</b>	
(Disclosure Form Required)	.10 per printed side
- Plastic Sleeves – Large	\$2.00

- Plastic Sleeves – Small	\$1.00
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## RECREATIONAL FACILITIES – INSPECTIONS AND PERMITS

### BEACH

- Not Connected to a camp – inspection	\$75.00
- In conjunction with camp permit inspection	\$25.00

### CAMPGROUND

- Permit for Travel-Trailer park or Campground (first ten sites)	\$120.00
- Additional per site over ten	\$5.00

### REFUSE HAULERS

- Per Vehicle/Per Year	\$50.00
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### SEWAGE DISPOSAL

Application for private new residential sewage disposal system installation	\$250.00
Reinstatement of new permit	\$100.00
Application for repair private sewage disposal system (including but not limited to addition, alteration, remodel, expansion and includes repair to sewer laterals)	\$150.00

~~\*\* Late fees charged for Pools and Spas, Refuse Haulers, and Retail Food Establishments will start to accrue one business day pay fees within 30 days after the deadline; 10% of annual fee per month for each month late, not to exceed 60% of the annual fee~~

Septic Installer Test and Company Registration	\$150.00
Septic Installed by Homeowner Test	\$250.00

### SOLID WASTE MANAGEMENT

- Solid Waste Disposal Facility	
Registration Fee - One Time Only – Prior to Licensing	\$500.00
- Annual Fee	\$350.00
- Transfer Site	
Registration Fee – One Time Only – Prior to Licensing	\$150.00
- Annual Fee	\$75.00
- Transfer Station	
Registration – One Time Only – Prior to Licensing	\$200.00
- Annual Fee	\$125.00

### SWIMMING AND WADING POOLS AND SPAS

Annual Pool and Spa Registration- open 5 or more months per year	\$450.00
- Seasonal Pool and Spa Registration-open up to 5 months per year	\$250.00

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*\*\* Late fees charged for Pools and Spas, Refuse Haulers, and Retail Food Establishments **will start** to **accrue one business day** ~~pay fees within 30 days after~~ **the** deadline; 10% of annual fee per month for each month late, not to exceed 60% of the annual fee*

***\*\*\*All fees collected are non-refundable and non-transferable (except in the case of an error on the part of the Monroe County Health Department)***

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**310-5. Health-Related Research Requests**

Research of information from official birth and death records housed in the Health Department may be conducted by persons who are not employees of the Health Department pursuant to the following procedures:

- (A) a person wishing to research records of the Health Department, shall request permission to do so, in writing, from the Health Department, stating:

  - (1) the researcher's title, position and academic affiliation (if applicable);
  - (2) the purpose for which the data obtained is to be used; and
  - (3) the years and number of individual records to be researched (if known and/or applicable);
- (B) at no time shall the researcher be allowed to research the record books on his own without the supervision of a staff member of the Health Department present;
- (C) all such research is to be done in the offices of the Health Department and no official records are to be taken off the premises as such;
- (D) the department head reserves the right to set, or agree to, times and dates when such research may be conducted.
- (E) the researcher shall agree to bear any and all costs incurred for damage to, or duplication of, any and all records from which information is to be obtained;
- (F) at no time shall the privacy surrounding the records of illegitimate births, records of adoption or any other information considered privileged by statute or other provision be breached during or for research purposes;
- (G) the submittal of a request to do research shall constitute an implied agreement by the researcher to abide by all conditions set forth in this section.





## Monroe County Board of Commissioners Agenda Request Form

Date to be heard 03/29/23

Formal ☒

Work session ☐

Department Parks

Title to appear on Agenda: Commercial Service of Bloomington Inc.  
Service Agreement

Vendor # 3713

### Executive Summary:

On 03-22-23, the MCPR Board approved a service agreement with Commercial Service in the amount not to exceed \$10,000. Commercial Service will perform on-call heating, ventilation, air conditioning, and plumbing services. Service agreement expires on December 31, 2023.

### Fund Name(s):

County General - Contractual  
Non-reverting - Contractual  
Non-reverting - Contractual

### Fund Number(s):

1000-30006-0803  
1178-30006-0000  
1179-30006-0000

### Amount(s)

Not to Exceed  
\$10,000

Phone

Number(s) 8

Presenter: Kelli Witmer

### Speaker(s) for Zoom purposes:

#### Name(s)

Kelli Witmer

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

Attorney who reviewed: Molly Turner-King

## Agreement for Services

This Agreement is made between Commercial Service of Bloomington Inc. ("Contractor") and the Monroe County Parks and Recreation Board and Monroe County Board of Commissioners (collectively, "Monroe County"). The Contractor and Monroe County mutually agree as follows:

The terms of the agreement enlist Contractor to perform on-call heating, ventilation, air conditioning (HVAC), and plumbing services. The following terms shall apply:

1. **Scope of Project.** Monroe County wishes to retain the professional services of Contractor at the hourly rates as set forth in "Exhibit A," (consisting of one (1) page), which is incorporated herein and made part of this Agreement. Services performed may include but may not be limited to HVAC and plumbing projects.
  - a. The Monroe County Parks and Recreation (MCPR) Park Superintendent will list in written form project requests and provide such requests to Contractor.
  - b. Contractor must provide to MCPR Superintendent a written quote for requested project and a work schedule. Contractor must have the work schedule approved by the MCPR Park Superintendent before any project commences. The Contractor shall complete each project in a timely fashion.
2. **Price.** The total accumulated amount paid to Contractor under this Agreement shall not exceed Ten-Thousand Dollars (\$10,000.00), without further written approval by Monroe County. Contractor shall submit an invoice for each project, including the times and dates worked, and a detailed description of the work performed. Invoices can be submitted to Kelli Witmer, Monroe County Parks and Recreation Director, at [kwitmer@co.monroe.in.us](mailto:kwitmer@co.monroe.in.us) and/or 501 N. Morton St., Suite 100, Bloomington, IN 47404. The Monroe County Parks and Recreation Department shall pay Contractor's submitted invoices within forty-five (45) days of receipt.
3. **Term.** The term of this Agreement shall be from the date executed by both parties, below, and shall terminate on December 31, 2023. This Agreement may be extended by both parties if done so mutually and in writing and approved in the same manner as this Agreement. Either party may terminate this Agreement by giving written notice to the other party at least thirty (30) days in advance of the intended date of termination.
4. **Indemnity.** Contractor assumes all risks and responsibilities for accidents, injuries or damages to person(s) or property related to performance pursuant to this Agreement and agrees to indemnify and save harmless Monroe County from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Agreement, except such claims, costs or suits arising out of the negligence of Monroe County or its employees.
5. **Worker's Compensation.**

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 Monroe County before commencement of work on a project. Failure to provide this certificate may be regarded by Monroe County as material breach of this Agreement and may result in its cancellation without further cause. It shall be in Monroe County's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
6. **Liability Insurance.** Contractor 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 Monroe County before commencement of work on a project. Failure to

provide this certificate may be regarded by Monroe County, in its, sole discretion, as a material breach of this Agreement, and may result in its cancellation without further cause. It shall be in Monroe County's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.

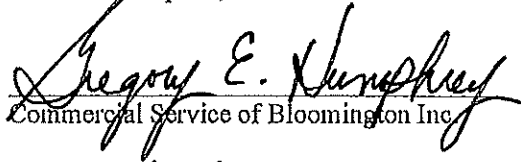
7. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

Contractor shall comply with all federal, state, and local laws and regulations. Contractor has been made aware of Monroe County's policy on non-discrimination and agrees to comply with the policy. In addition, Contractor has been made aware of the Monroe County's policy prohibiting harassment in all regards, including, but not limited to, employment practices. Contractor agrees to make the Commissioners aware of any conduct which may violate any County policy including, but not limited to, the policies prohibiting discrimination and harassment.

In the event that Contractor discriminates as stated herein, it is agreed that a penalty equal to the sum of five dollars (\$5.00) per person, per day of discrimination, may be deducted from the amount of compensation due Contractor under this Agreement. Should a second, or subsequent violation occur, said second or subsequent occurrence may be considered a material breach and this Agreement may be terminated and all monies due, or to become due hereunder, may be forfeited.

8. **Compliance with Law.** Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations, including the County's policy prohibiting harassment. Contractor shall indemnify and save harmless Monroe County for any fines or expenses of any nature which it might incur from Contractor's noncompliance. *If required by law*, Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:
- o Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
  - o 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.
  - o Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.
9. **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.
10. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
11. **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.
12. **Entirety of Agreement.** This Agreement, consisting of three (3) pages, constitutes the entire agreement 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.

  
Commercial Service of Bloomington Inc.

3/20/23  
Date

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

**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

**Kelli Witmer**

---

**From:** Martin Paxton  
**Sent:** Thursday, February 16, 2023 4:34 PM  
**To:** Kelli Witmer  
**Cc:** Rod Yandt  
**Subject:** MC Parks & Recreation  
**Attachments:** 4976image02\_16\_2023.pdf

Exhibit A

Good afternoon Kelli,

Attached is the signed agreement and below are the charges listed. Please let me know if you have any questions.  
Thanks!

Technician	Regular hours - \$98.00	OT hours - \$147.00	DT/Holiday \$196.00
Helper	Regular hours - \$70.00	OT hours - \$105.00	DT/Holiday \$140.00

Regular time	Monday-Friday	7am-5pm
	Saturday	7am-1pm

Over time	Monday-Friday	5pm-10pm
	Saturday	1pm-10pm
	Sunday	7am-5pm

Double time	Monday-Friday	10pm-7am
	Saturday	10pm-7am
	Sunday	5pm-7am

Holidays are invoiced as Double time

Martin Paxton  
Commercial Dept. Coordinator  
Commercial Service of Bloomington Inc.  
4710 W Vernal Pike  
Bloomington, IN 47402  
812-339-9114



## Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

### Executive Summary:

On 03-22-23, the MCPR Board approved a service agreement with Go Express Travel in the amount not to exceed \$6,000. Go Express Travel will provide transportation for recreational youth & adult trips. The MCPR Recreation Director will approve, in advance, each trip's destination and transportation fee. Service agreement expires on December 31, 2023.

### Fund Name(s):

County General - Contractual  
Non-reverting - Contractual

### Fund Number(s):

1000-30006-0803  
1179-30006-0000

### Amount(s)

Not to Exceed  
\$6,000

Presenter:

### Speaker(s) for Zoom purposes:

#### Name(s)

Kelli Witmer  
Beth Cossairt

#### Phone Number(s)

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

Attorney who reviewed:

## Agreement for Services

This Agreement is made between Go Express Travel ("Contractor") and the Monroe County Parks and Recreation Board and Monroe County Board of Commissioners (collectively, "Monroe County"). The Contractor and Monroe County mutually agree as follows:

The terms of the agreement enlist Contractor to provide transportation for Monroe County Parks and Recreation Department's (MCPR) recreational program trips for both the Karst Day Camp and other park programs. The following terms shall apply:

1. **Scope of Project.** Monroe County wishes to retain the professional services of Contractor for transportation.
  - a. Monroe County Parks and Recreational Department (MCPR) Recreational Director and/or her designee will provide Contractor with a projected list of trips to be offered as part of the Karst Farm Day Camp prior to the commencement of the day camp. MCPR Recreational Director will confirm trip remains scheduled within 48 hours of projected date.
  - b. MCPR Recreational Director and/or her designee will provide Contractor with transportation request and trip information for other park programs thirty (30) days prior to the day of the scheduled trip.
  - c. Contractor will confirm trip details and provide fee for transportation for the associated trip to MCPR Recreation Director before any transportation is provided. MCPR Recreational Director will provide to Contractor a confirmation via email of each trip's date, location, and fees. No trip will take place without a confirmation received by Contractor prior to the scheduled trip.
  - d. The day of the scheduled trip and in accordance with the confirmation email received by Contractor, the Contractor will provide a transit vehicle and driver(s) who possess the license required by the State of Indiana for the operation of the size of vehicle provided for the trip.
2. **Price.** The total accumulated amount paid to Contractor under this Agreement shall not exceed Six-Thousand Dollars (\$6,000.00), without further written approval by Monroe County. Contractor shall submit an invoice for each project, including the times and dates worked, and a detailed description of the work performed. Invoices can be submitted to Beth Cossairt, MCPR Recreation Director, at [bcossairt@co.monroe.in.us](mailto:bcossairt@co.monroe.in.us) and/or 501 N. Morton St., Suite 100, Bloomington, IN 47404. The Monroe County Parks and Recreation Department shall pay Contractor's submitted invoices within forty-five (45) days of receipt.
3. **Term.** The term of this Agreement shall be from the date executed by both parties, below, and shall terminate on December 31, 2023. This Agreement may be extended by both parties if done so mutually and in writing and approved in the same manner as this Agreement. Either party may terminate this Agreement by giving written notice to the other party at least thirty (30) days in advance of the intended date of termination.
4. **Indemnity.** Contractor assumes all risks and responsibilities for accidents, injuries or damages to person(s) or property related to performance pursuant to this Agreement and agrees to indemnify and save harmless Monroe County from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Agreement, except such claims, costs or suits arising out of the negligence of Monroe County or its employees.

**5. Worker's Compensation.**

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 Monroe County before commencement of work on a project. Failure to provide this certificate may be regarded by Monroe County as material breach of this Agreement and may result in its cancellation without further cause. It shall be in Monroe County's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.

**6. Liability Insurance.** Contractor 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 Monroe County before commencement of work on a project. Failure to provide this certificate may be regarded by Monroe County, in its, sole discretion, as a material breach of this Agreement, and may result in its cancellation without further cause. It shall be in Monroe County's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.

**7. 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, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

Contractor shall comply with all federal, state, and local laws and regulations. Contractor has been made aware of Monroe County's policy on non-discrimination and agrees to comply with the policy. In addition, Contractor has been made aware of the Monroe County's policy prohibiting harassment in all regards, including, but not limited to, employment practices. Contractor agrees to make the Commissioners aware of any conduct which may violate any County policy including, but not limited to, the policies prohibiting discrimination and harassment.

In the event that Contractor discriminates as stated herein, it is agreed that a penalty equal to the sum of five dollars (\$5.00) per person, per day of discrimination, may be deducted from the amount of compensation due Contractor under this Agreement. Should a second, or subsequent violation occur, said second or subsequent occurrence may be considered a material breach and this Agreement may be terminated and all monies due, or to become due hereunder, may be forfeited.

**8. Compliance with Law.** Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations, including the County's policy prohibiting harassment. Contractor shall indemnify and save harmless Monroe County for any fines or expenses of any nature which it might incur from Contractor's noncompliance. *If required by law*, Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:

- o Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
- o 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.
- o Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

**9. 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.

10. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
11. **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.
12. **Entirety of Agreement.** This Agreement, consisting of three (3) pages, constitutes the entire agreement 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.

Kimberly Chandler  
Go Express Travel representative

3/2/2023  
Date

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

**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



## Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

### Executive Summary:

On 03-22-23, the MCPR Board approved a service agreement with Izzy's Rental in the amount not to exceed \$3,000. Services performed include port-a-toilet pumping, blue water replacement, bleach rinsing, wiping down, stocking toilet paper, and saltwater brine in sub-freezing temperatures. Service agreement expires on April 1, 2024.

### Fund Name(s):

County General - Contractual  
County General - Greenway Pro. Services  
Non-reverting - Contractual

### Fund Number(s):

1000-30006-0803  
1000-30045-0803  
1178 & 1179-30006-0000

### Amount(s)

Not to Exceed  
\$3,000

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:

## Agreement for Services

This Agreement is made between Izzy's Rental ("Contractor") and the Monroe County Parks and Recreation Board and Monroe County Board of Commissioners (collectively, "Monroe County"). The Contractor and Monroe County mutually agree as follows:

The terms of the agreement enlist Contractor to perform port-a-toilet servicing for port-a-toilets owned by Monroe County. The following terms shall apply:

1. **Scope of Project.** Monroe County wishes to retain the professional services of Contractor at the per trip rate of Twenty Dollars (\$20.00) as set forth in "Exhibit A," (consisting of one (1) page), which is incorporated herein and made part of this Agreement. Services performed include port-a-toilet pumping, blue water replacement, bleach rinsing, wiping down, stocking toilet paper, and saltwater brine in sub-freezing weather.
  - a. The Monroe County Parks and Recreation (MCPR) Director will provide to Contractor in writing the address for facilities to be serviced and the servicing frequency for each port-a-toilet. Each location will have one port-a-toilet to service. This document will be provided once annually and within thirty (30) days of execution of this Agreement. If the MCPR Director deems it necessary to make changes to the facilities to be serviced or the frequency, the MCPR Director will provide notice of such to Contractor in writing.
  - b. Location addresses may include but are not limited to:
    - (1) Sheriff Substation/Limestone Greenway, 1050 West Dillman Rd., Bloomington, IN
    - (2) Karst Farm Greenway, 2795 N. Loesch Rd., Bloomington, IN
    - (3) Karst Farm Park, 2450 S. Endwright Rd., Bloomington, IN
    - (4) Flatwoods Park, 9499 Flatwoods Rd., Gosport, IN
    - (5) Will Detmer Park, 4140 W. Vernal Pike, Bloomington, IN
2. **Price.** The total accumulated amount paid to Contractor under this Agreement shall not exceed Three-Thousand Dollars (\$3,000.00), without further written approval by Monroe County. Contractor shall submit a monthly invoice, including the location and dates serviced. Invoices can be submitted to Kelli Witmer, Monroe County Parks and Recreation Director, at [kwitmer@co.monroe.in.us](mailto:kwitmer@co.monroe.in.us) and/or 501 N. Morton St., Suite 100, Bloomington, IN 47404. The Monroe County Parks and Recreation Department shall pay Contractor's submitted invoices within forty-five (45) days of receipt.
3. **Term.** The term of this Agreement shall be from the date executed by both parties, below, and shall terminate on April 1, 2024. This Agreement may be extended by both parties if done so mutually and in writing and approved in the same manner as this Agreement. Either party may terminate this Agreement by giving written notice to the other party at least thirty (30) days in advance of the intended date of termination.
4. **Indemnity.** Contractor assumes all risks and responsibilities for accidents, injuries or damages to person(s) or property related to performance pursuant to this Agreement and agrees to indemnify and save harmless Monroe County from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Agreement, except such claims, costs or suits arising out of the negligence of Monroe County or its employees.
5. **Worker's Compensation.**

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 Monroe County before commencement of work on a project. Failure to provide this certificate may be regarded by Monroe County as material breach of this Agreement and may result in its cancellation without further cause. It

shall be in Monroe County's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.

6. **Liability Insurance.** Contractor 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 Monroe County before commencement of work on a project. Failure to provide this certificate may be regarded by Monroe County, in its sole discretion, as a material breach of this Agreement, and may result in its cancellation without further cause. It shall be in Monroe County's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
7. **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, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

Contractor shall comply with all federal, state, and local laws and regulations. Contractor has been made aware of Monroe County's policy on non-discrimination and agrees to comply with the policy. In addition, Contractor has been made aware of the Monroe County's policy prohibiting harassment in all regards, including, but not limited to, employment practices. Contractor agrees to make the Commissioners aware of any conduct which may violate any County policy including, but not limited to, the policies prohibiting discrimination and harassment.

In the event that Contractor discriminates as stated herein, it is agreed that a penalty equal to the sum of five dollars (\$5.00) per person, per day of discrimination, may be deducted from the amount of compensation due Contractor under this Agreement. Should a second, or subsequent violation occur, said second or subsequent occurrence may be considered a material breach and this Agreement may be terminated and all monies due, or to become due hereunder, may be forfeited.

8. **Compliance with Law.** Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations, including the County's policy prohibiting harassment. Contractor shall indemnify and save harmless Monroe County for any fines or expenses of any nature which it might incur from Contractor's noncompliance. *If required by law*, Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:
  - o Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
  - o 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.
  - o Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.
9. **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.
10. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.

11. **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.

12. **Entirety of Agreement.** This Agreement, consisting of three (3) pages, constitutes the entire agreement 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.

Cindi Lewis  
Izzy's Rental

03/14/2023  
Date

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

**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

Izzy's Rental  
9015 S GORE RD  
BLOOMINGTON, IN 47403  
(812) 824-4782  
cindi@izzysrental.com

Exhibit A



## Quote

QUOTE # 1342  
DATE 02/16/2023

### ADDRESS

Monroe County Parks and Rec.

### SHIP TO

Monroe County Parks and  
Rec.  
1050 W. Dillman Rd.  
2795 N. Loesch Rd.  
Bloomington, IN

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

ACTIVITY	QTY	RATE	AMOUNT
<b>Service</b> Service customer restrooms (price per service/per unit) service includes pumping, replacing with fresh blue water, rinsing unit with bleach, wiping down, and stocking paper In winter months with sub freezing weather a salt water brine will be used in the toilet to keep blue water from freezing Can service weekly, twice a week, bi-weekly...whatever the use of the restroom requires.	1	20.00	20.00

SUBTOTAL	20.00
TAX	0.00
<b>TOTAL</b>	<b>\$20.00</b>

Accepted By

Accepted Date



## Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal ☒ Work session ☐ Department

Title to appear on Agenda:

Vendor #

### Executive Summary:

The agreement is for land surveying and civil engineering services for the Marlin Hills Drainage Infrastructure Improvement project. The purpose of the project is to improve the aging drainage infrastructure at Scenic Drive, Hillview Drive and Woodridge Drive.

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:

**Bledsoe Riggert Cooper James**  
LAND SURVEYING • CIVIL ENGINEERING • GIS

March 22, 2023

Kelsey Thetonia  
MS4 Coordinator  
Monroe County Highway Department  
501 N Morton St. Suite 216  
Bloomington, IN 47404

via email: kthetonia@co.monroe.in.us

RE: Marlin Hill Drainage Infrastructure Improvements  
Proposal for Land Surveying and Civil Engineering Services

Dear Kelsey,

We appreciate the opportunity to submit this proposal for land surveying and civil engineering services for the Marlin Hill Drainage Infrastructure Improvements Project. This proposal is based upon our understanding of the project from our discussions and observations of the Marlin Hills neighborhood on February 27, 2023. The purpose of the project will be to improve aging drainage infrastructure at Scenic Drive, Hillview Drive, and Woodridge Drive. BRCJ proposes to undertake the following scope of work to be carried out at the direction of Monroe County Highway Department.

**PROPOSED SCOPE OF SERVICES:**

**1.) TOPOGRAPHIC SURVEY**

We propose to complete a Topographic Survey of the three project areas, totaling approximately 1.8 acres as shown on the accompanying Survey Area Exhibit.

Survey Scope of Work:

- a. Mapping of site features: buildings, roadways, sidewalks, concrete, asphalt pavement, paint stripes, signs, and fences.
- b. Mapping of site utilities as marked by Indiana Underground Plant Protection Service (811), local utility providers, and above ground visible evidence of utilities. Private utility locates can be provided by a third-party on an hourly basis, with prior approval.
- c. Spot elevations on grass surfaces at a 25'-40' grid, plus all breaks in grade (flow lines, top and toe of slopes, etc.).
- d. Grade shots at 10'-25' intervals along edges of paved and concrete surfaces.
- e. Invert elevations and types of pipes for storm water and sanitary sewer.
- f. Individual trees, labeled with type, diameter, and limits of the canopy.
- g. Limits of wooded or brush areas and existing landscaping.
- h. Establish site bench marks and horizontal control points.
- i. Create a 1-foot interval topographic map. Deliver the final drawings in AutoCAD format and PDF.

**2.) RIGHT OF WAY SURVEY**

- a. Locate apparent property corners in project areas to the extent necessary to establish the limits of public right of way.

**3.) CIVIL ENGINEERING DESIGN**

BRCJ will develop civil engineering plans and specifications for replacement and/or rehabilitation of the existing storm drainage systems within the areas highlighted in the attached exhibit. Existing drainage infrastructure is apparently failing or under-sized and in need of repair and/or replacement.



BRCJ will undertake the following tasks in developing a design for the replacement storm systems:

- Hydrology: evaluate the contributing watershed areas and estimate peak flows
- Hydraulics: determine required size and slope for storm piping and open channels to convey peak flows
- Grading: evaluate surroundings and ensure positive drainage from private properties and public rights of way
- Utility Coordination: coordinate with utility companies as required to avoid conflicts with proposed improvements.

We anticipate generating the following documents, suitable for public bidding of the project by qualified local contractors:

1. Existing Site Condition Plan
2. Site Preparation and Erosion Control Plan
3. Selective Site Demolition and Restoration Plan
4. Site Grading and Drainage Plan
5. Storm Drainage Profiles
6. Site Details
7. Civil Engineering Technical Specifications
8. General Specifications for Public Bidding and Procurement.

BRCJ staff will be available to attend up to two (2) meetings with Monroe County staff during the design phase of the project to present progress plans, gather information, and answer questions.

#### 4.) BIDDING PHASE SERVICES

BRCJ will be available to provide the following services during the bidding phase on an hourly, as-needed basis, per the attached fee schedule:

- a. Prepare an advertisement to bid
- b. Conduct a pre-bid meeting with interested contractors
- c. Respond to questions during bidding, and issue clarifications and/or addenda items
- d. Attend the public bid opening
- e. Evaluate bids and prepare a letter recommending award
- f. Prepare legal documents for engaging the selected contractor in coordination with the Monroe County Highway Department and Legal Department.

#### 5.) CONSTRUCTION PHASE SERVICES

Our services during the Construction Phase will consist of the following:

- a. Attend and conduct a pre-construction meeting with the contractor.
- b. Review shop drawings and submittals required by the technical specifications. Such review will be for general conformance with the design concept of the project and general compliance with the information given in the Construction Documents.
- c. Provide occasional observation of construction work to verify that construction is complying in general with plans and specifications. Our responsibility will not include inspection of the premises, construction equipment, safety measures, means, methods, sequencing, or supervision of the contractor's work. We have assumed a total of five (5) site visits with construction progress meetings and preparation of field observation reports including a final punch list inspection.
- d. Answer contractor questions and issue clarifications, process change orders as needed.

#### 6.) ADDITIONAL SERVICES

The following engineering services are not included in the above scope of services. Selected services may be negotiated or performed on an hourly basis at the request of Monroe County:

- a. Boundary surveys of adjacent private parcels, easements, and/or legal descriptions.
- b. Private utility locates and/or potholing.
- c. Revisions to Construction Documents after they are substantially completed due to the following:
  - i. Owner-requested revisions or changes in scope or layout including value engineering and project re-bidding.
  - ii. Construction Change Orders caused by unforeseen existing conditions.
  - iii. Changes requested by the Contractors to reduce construction costs or expedite construction.
  - iv. Additional investigation and design caused by unforeseen existing conditions.
- d. Environmental Investigations of the site (by others, if necessary).
- e. Site utility design for water service, sanitary sewer, natural gas, electric, geothermal, telecom, fiber optic, site lighting, or other utilities.
- f. Permit applications or associated fees.
- g. County Planning Department Permits and/or Approvals.

7.) ADDITIONAL PROVISIONS AND ASSUMPTIONS

- a. We will submit our drawings in hard copy, DWG or PDF format for Owner and design team review.
- b. We have assumed a total of two (2) design team meetings to take place on site, or at the offices of Monroe County. If we are asked to attend or participate in additional meetings we will do so on an hourly basis.
- c. Existing open channels and ditches within or adjacent to the project areas may fall within the jurisdiction of IDEM and US Army Corps of Engineers (USACE) under Sections 401 and 404 of the Clean Water Act. For the purposes of this proposal, we have assumed that the proposed improvements will be covered under Nationwide Permit #3 "Maintenance", for which no notification to USACE or IDEM is required. During the design phase, BRCJ will evaluate the need for permitting. If it becomes necessary to submit a Section 401/404 Water Quality Certification Permit notification, additional fees may be assessed.
- d. Based upon preliminary understanding of the project, it is assumed that an IDEM Construction Stormwater General Permit (CSGP) will not be required. If the project scope expands to encompass 1 acre or more of land disturbance, a CSGP will be required, and additional fees will be assessed.
- e. Any application fees and related expenses for permits will be considered a reimbursable expense.
- f. We have assumed that Monroe County will manage all reproduction of documents associated with this project. If it becomes necessary for us to provide or obtain reproduction services for plans, specifications, and associated reports, the respective services will be considered a reimbursable expense.
- g. The services required under this agreement shall be in accordance with the generally accepted standards of ordinary and reasonable skill and care usually exercised by Engineers for this type of project.
- h. Our limit of liability for any and all claims shall be deemed limited to an amount not greater than the fee.
- i. Documents prepared by the Engineer are instruments of service for use solely with respect to this project. The Engineer shall retain all common law, statutory and other reserved rights including the copyright. The Owner shall not reuse or permit the use of the Engineer's documents except by mutual agreement in writing.

PROFESSIONAL FEES

Our professional fees are based on the time and expertise anticipated to complete the proposed services as described above. Bledsoe Riggert Cooper James proposes to provide the following services with associated fees. All fees are lump sum, unless noted otherwise:

Land Surveying Services:		
Topographic and Right of Way Surveys		\$ 4,900.00
Civil Engineering Services:		
Design Phase		\$ 20,000.00
Bidding Phase	(Hourly, Not to Exceed)	\$ 5,000.00
Construction Phase	(Hourly, Not to Exceed)	\$ 10,000.00
TOTAL OF PROPOSED SERVICES NOT TO EXCEED		\$ 39,900.00
(plus reimbursable expenses and approved additional services)		

Attached, for your information, please find a copy of our fee schedule. Billings will be made monthly, 30 days net, in proportion to the complete percentage of our work.

We appreciate the opportunity to submit this proposal for your consideration and look forward to working with you on this project. We ask that if this proposal is acceptable, please sign and return a copy to our office as formal notice to proceed.

Please contact me if you have any questions or concerns regarding our proposal.

Sincerely,



Andrew E Knust, PE

Accepted By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

Attachments: Survey Limits Exhibit  
BRCJ Fee Schedule

# Marlin Hill Drainage Improvements

Survey Limits Exhibit





**FEE SCHEDULE**  
(Effective March 1, 2022)

**HOURLY RATES**

Registered Land Surveyor	\$ 140.00
Registered Engineer	\$ 140.00
GIS Software Engineer	\$ 140.00
Surveyor / Engineer / Designer	\$ 100.00
Two-Man Survey Crew (Including GPS and Robotics Crew) Boundary / Topographic / Construction	\$ 140.00
Surveying Technician / Engineering Technician / GIS Analyst / Drafter	\$ 90.00
Clerical	\$ 70.00