



# 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 **\*REVISED\***

Wednesday, May 24, 2023, at 10:00 am

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

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

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

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

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

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

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

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**3. DEPARTMENT UPDATES**  
Health – Lori Kelley

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

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**5. APPROVAL OF MINUTES**  
May 17, 2023

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5

**6. APPROVAL OF CLAIMS DOCKET**  
Accounts Payable – May 24, 2023

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**7. REPORTS**  
None

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**8. NEW BUSINESS**

**A. 2023 COVERED BRIDGE CERTIFICATION**

**16**

**Presenter:** Brianne Gregory

Indiana Code 8-14-1-10 requires the County Commissioners to certify the true number of covered bridges within the county annually.

**B. LENTZ PAVING, LLC SERVICE AGREEMENT**

**18**

**Fund Name:** Cumulative Capital Development

**Fund Number:** 1138

**Amount:** \$18,875

**Presenter:** Richard Crider

The request is to approve the estimate submitted by Lentz Paving, LLC to pave the alley between the Curry Building and Monroe County Employee Parking Garage in the amount of \$18,875.00. The combination of concrete and asphalt from previous underground projects has left the alley surface damaged and uneven. This is a labor intensive project that will require an extensive amount of hand work to prevent future water intrusion into the bordering facilities. The scope of work includes Removing the top inch and a half of the current surface, cleaning, replacing with two inches of hot asphalt surface mix and installing water diverting curbs as needed.

**C. STRENGTHENING PREVENTION AND CONTROL FOR HEALTH GRANT RENEWAL**

**24**

**Fund Name:** STD Strengthening Prevention

**Fund Number:** 8112

**Grant Amount:** \$170,000

**Presenter:** Lori Kelley

The Monroe County Health Department is requesting approval of a grant agreement to support disease intervention. This funding covers salary expenses for 2 full-time employees, as well as travel expenses, supplies, and cell phones. Disease Intervention Specialists (DIS) provide intervention services and partner notification for people affected by HIV, syphilis, chlamydia, and gonorrhea. Monroe County DIS provide services to the following 12 counties: Bartholomew, Brown, Clay, Greene, Lawrence, Monroe, Owen, Parke, Putnam, Sullivan, Vermillion, and Vigo. The primary goal of disease intervention is to prevent the spread of disease and the development of complications by implementing the 4 core components of surveillance, case detection, case follow-up, and education.

**D. MEMORANDUM OF UNDERSTANDING WITH MONROE COUNTY YOUTH SOCCER**

**50**

**Presenter:** Kelli Witmer

On 05-17-23, The Monroe County Parks & Recreation Board approved a MOU with Cutters youth soccer organization. In summary, it outlines rental fees, payment due dates, services provided, event procedures, park rules, goals, and communication. The MOU expires on June 15, 2028.

**E. ORDINANCE 2023-18; AMEND MONROE COUNTY CODE CHAPTER 520-HUMAN RIGHTS 57**  
**Presenter:** Jeff Cockerill

This Ordinance along with Amends Chapter 520 of the Monroe County Code regarding Human Rights. This amendment reduces the number of board members from 9 to 7 and provides for the staggering of terms. The number of County appointments remains unchanged.

**F. ORDINANCE 2023-19; EXTENSION OF INTERLOCAL AGREEMENT WITH MONROE COUNTY TRUSTEE CORPORATION 59**  
**Presenter:** Jeff Cockerill

This agreement extends the interlocal with the Township Trustees Corporation for COVID-19 support.

**G. RESOLUTION 2023-14; REVISED BUILDING PERMIT FEE SCHEDULE 65**  
**Presenter:** David Schilling

This request is for a Resolution for the adoption of a revised building permit fee schedule for inspections conducted pursuant to the Monroe County Building Code (Monroe County Code Chapter 430). The specific request relates to the restoration fee and is intended to extend the scope of the fee to cover storm damage restoration.

**H. AWARD E & B PAVING, LLC VARIOUS PAVING LOCATIONS 71**  
**Fund Name:** Motor Vehicle Highway  
**Fund Number:** 1176  
**Amount:** \$662,787.50  
**Presenter:** Lisa Ridge

Sealed bids were opened at a public meeting on May 15, 2023 by County Highway representatives. Two bids were opened, Milestone and E & B Paving, LLC. The Department recommends awarding the paving projects to E & B Paving, LLC., who was the lowest, most responsible, and responsive bidder. The roads included in this bid are, Rice Rd, Bottom Rd, and Howard Rd

**I. AWARD MILESTONE, LP. VARIOUS PAVING LOCATIONS 82**  
**Fund Name:** ARPA  
**Fund Number:** 8950  
**Amount:** \$629,102  
**Presenter:** Lisa Ridge

Sealed bids were opened at a public meeting on May 15, 2023 by County Highway representatives. Two bids were opened, Milestone and E & B Paving, LLC. The Department recommends awarding the paving project to Milestone, LP, who was the lowest, most responsible, and responsive bidder. The subdivisions included in this bid are, Indian Echo Hills, Gran Haven Subdivision, Foxwood Estates, Hoosier Aloha, and Woodview Hills Subdivision.

**J. AWARD PAVEMENT SOLUTIONS VARIOUS CRACK FILLING LOCATIONS**

**94**

**Fund Name:** Motor Vehicle Highway

**Fund Number:** 1176

**Amount:** \$139,422

**Presenter:** Lisa Ridge

Sealed bids were opened at a public meeting on May 15, 2023 by County Highway representatives. Two bids were opened, RLH and Pavement Solutions. The Department recommends awarding the crack filling project to Pavement Solutions who was the lowest, most responsible, and responsive bidder.

**K. CLR, INC. QUOTE FOR THE BUSINESS 37 NORTH BRIDGE #913 REPAIR PROJECT**

**106**

**Fund Name:** Cumulative Bridge

**Fund Number:** 1135

**Amount:** \$79,725

**Presenter:** Lisa Ridge

The Business 37 Bridge #913 is in need of emergency repair. A hole has developed in the bridge deck and repairs are necessary as soon as possible. The Department sent three (3) contractors the scope of work that is to be completed and received one quote on May 17, 2023. Force Construction and Ragle, Inc. were not able to provide quotes due to workload and timing of the project. The Department would like to contract with CLR, Inc for bridge repairs.

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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, May 17, 2023, at 10:00 am Nat U. Hill Meeting Room – 3<sup>rd</sup> Floor, Courthouse and Zoom Connection

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

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### 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

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|-----------|--|-----------------|
| <b>1.</b> | <b>CALL TO ORDER BY COMMISSIONER GITHENS</b>   | <b>10:00 am</b> |
| <hr/>     |  |                 |
| <b>2.</b> | <b>COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER JONES</b>  | <b>10:00 am</b> |
| <hr/>     |  |                 |
| <b>3.</b> | <b>PROCLAMATION</b><br>Emergency Medical Services Appreciation Week  | <b>10:01 am</b> |
| <hr/>     |  |                 |
| <b>4.</b> | <b>DEPARTMENT UPDATES</b><br>Health – Kathy Hewett<br>Probation – Christine McAfee   | <b>10:03 am</b> |
| <hr/>     |  |                 |
| <b>5.</b> | <b>PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker)</b><br><a href="#">Jen Pearl, President, Bloomington Economic Development Corp.</a><br><a href="#">Kevin Meyer, RQAW</a><br><a href="#">Bart Beckham, Monroe County resident - Virtual</a> | <b>10:12 am</b> |

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**6. APPROVAL OF MINUTES**  
May 3, 2023

10:18 am

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

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**7. APPROVAL OF CLAIMS DOCKET**  
Accounts Payable – May 17, 2023  
Payroll – May 19, 2023

10:18 am

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

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**8. REPORTS**  
2022 Motor Vehicle Highway (MVH)

10:20 am

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

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**9. NEW BUSINESS**

- A. BAKER TILLY US, LLP ENGAGEMENT LETTER FOR CONSULTING SERVICES RELATED TO ASSISTANCE WITH AMERICAN RESCUE PLAN ACT**  
**Fund Name:** American Rescue Plane Act  
**Fund Number:** 8950  
**Amount:** \$116,450  
**Presenter:** Brianne Gregory and Jeff Cockerill

10:24 am

The Auditor's Office would like to open a discussion and is requesting approval for program support related to the American Rescue Plan Act (ARPA). Currently Monroe County is handling all ARPA related tasks in-house. Due to the complicated and vast program requirements, and the number of projects Monroe County is initiating, a need for ARPA program support has been identified. After speaking with several companies offering ARPA consults, the consensus is that Baker Tilly would best meet the county's needs at this time. Baker Tilly provided an engagement letter for consideration, identifying the scope of work they are able to provide, which hits on all staff concerns at this time. The engagement would take the county through the end of 2026, when all funding must be expended. This is an eligible expense under ARPA. Approval of this engagement would require an addition to the ARPA Plan, and an additional appropriation in the ARPA fund to support the expense.

Thomas made a motion to approve. Jones seconded.

Thomas made amendment to motion that this has to be incorporated into the ARPA letter and requires County Council approval. Jones seconded.

No public comment.

Githens called for a voice vote on amended motion.

Motion carried 3-0.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

**B. SHI CORPORATION VEEAM OFFICE 365 BACKUP LICENSING**

10:27 am

**Fund Name:** Cumulative Capital

**Fund Number:** 1138

**Amount:** \$7,447.50

**Presenter:** Greg Crohn

Microsoft does not back up customer data in the cloud based Office 365. Additionally, we are required to back up all data contained within that environment. Our current licensing for backup software does not cover cloud based applications. Therefore, we must add license type and quantities to our inventory. This request is to approve the quote provided by SHI International Corp., for seven-hundred and fifty (750) Veeam O365 backup utility licenses. Licensing period covers one (1) year, in the amount of \$7,447.50.

Thomas made a motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

**C. WALMART COMMUNITY GRANT FOR ON-SCENE SAFETY FOR FIRST RESPONDERS**

10:30 am

**Fund Name:** Emergency Management Walmart Grant

**Fund Number:** 4931

**Grant Amount:** \$1,000

**Presenter:** Justin Baker

The Monroe County Emergency Management Agency has partnered up with a local Fire Department and Police Department to help them find funding for much-needed on-scene safety equipment for their responders. Earlier this year, the Emergency Management Agency applied for a grant through the Walmart Community Grant Foundation and was recently notified that we were awarded a grant in the amount of \$1,000.00 to go towards this project. This project has the purpose of purchasing accountability tags for first responders within Monroe County to help keep our responders safe and secure while on the scene of an incident.

Thomas made a motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

**D. RESOLUTION 2023-13; HIGHWAY AND HEALTH DEPARTMENT SURPLUS PROPERTY**

10:31 am

**Presenter:** Richard Crider

This request is to approve the declaration of listed items for surplus for the Highway and Health Departments.

Inventory item 036: 2003 Caterpillar 420 - D. The tractor has been replaced with new and will be sold at auction.

Inventory items HB - 009 - 4,5,6,7 and 8: 5 metal shelving units. The shelves have been replaced with new and will be disposed of.

Thomas made a motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

**E. SERVICE AGREEMENTS (3) WITH B-TECH FIRE AND SECURITY, ELITE ELECTRIC LLC, AND MATRIX INTEGRATION FOR JAIL ENTRY AND EXIT BADGE READERS**

10:33 am

**Fund Name(s):** 2016 & 2018 GO Bond

**Fund Number(s):** 4807 & 4811

**Amount:** \$5,327.50

**Presenter:** Richard Crider

This request is to approve the installation of a badge reader both entering and exiting a secure portion of the jail facility via the main hall. Currently the door is operated by key only. ASI will change the lock eliminating access with the current key population. The badge readers will improve security by allowing users to be deactivated when necessary and provides activity tracking.

This project will require work from 3 contractors.

A. **B-Tech Fire and Security** (025120) will install badge readers in the amount of **\$3,637.00**

B. **Elite Electric LLC** (004170) will install an electrical receptacle in the amount of **\$600.00**

C. **Matrix Integration** (003244) will run the network cable in the amount of **\$1,090.50**

Thomas made a motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

**F. SECURITY PRO 24/7 MAINTENANCE OF TRAFFIC PROPOSAL FOR JUSTICE BUILDING**

10:35 am

**Fund Name:** 2018 GO Bond

**Fund Number:** 4811

**Amount:** \$3,300

**Presenter:** Richard Crider

This request is to approve the quote submitted by Security Pro 24/7 to provide MOT equipment and placement for street and sidewalk closure per City of Bloomington requirements in an amount not to exceed \$3,300 based on the duration of the window sealing project at the Charlotte Zietlow Justice Center up to 14 days.

Thomas made a motion to approve. Jones seconded.

No public comment.

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

**G. CHOOSE PREMIER PAINTING LLC SERVICE AGREEMENT FOR SHOWERS BUILDING**

10:37 am

**Fund Name:** Cumulative Capital  
**Fund Number:** 1138  
**Amount:** \$2,950  
**Presenter:** Richard Crider

This request is to approve the proposal submitted by Choose Premier Painting, LLC to repair drywall and paint connected suites 205 and 206A at the Showers Building. Formerly a leased space, this work is necessary to repair and refresh painted surfaces prior to being occupied by the Monroe County Surveyor's Office.

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

**H. HARRELL-FISH, INC. SERVICE AGREEMENT FOR DISHWASHER DRAIN LINE REPAIR IN JUSTICE BUILDING**

10:38 am

**Fund Name:** 2018 GO Bond  
**Fund Number:** 4811  
**Amount :** \$2,350  
**Presenter:** Richard Crider

This request is to approve the proposal from HFI to replace the dishwasher PVC drain line with a new cast iron drain. Over time the exiting water temperature of the dishwasher has caused the PVC pipe to warp and joints to fail leading to recent leaks in both the 4th floor of the jail and Courtroom 301.

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

**I. ORDINANCE 2023-16; AMENDMENT OF MONROE COUNTY CODE CHAPTER 440-ANIMAL MANAGEMENT**

10:39 am

**Presenter:** Jeff Cockerill

This ordinance approves amendment of Monroe County Code Chapter 440, the subject of which is animal management. The proposed amendment adds definitions for "Dangerous Dog" and "Potentially Dangerous," amends the definition of "Vicious." The proposed amendment removes "Potentially Dangerous, Level 1", "Potentially Dangerous, Level 2" and "Potentially Dangerous, Level 3", and narrows these categories to two (2): "Potentially Dangerous" and "Dangerous". The proposed amendment simplifies and adds clarity to the elements required for status declarations, including habitual offender status, and clarifies the effect of a violation of terms (e.g., Class D Ordinance violation and review for Habitual Offender declaration). The proposed amended Chapter 440 is attached as Exhibit A.

Thomas made a motion to approve. Jones seconded.  
Public comment:

Virgil Sauder, Director City of Bloomington Animal Shelter- virtual  
Githens called for a voice vote.  
Motion carried 3-0.

**J. EASEMENT AGREEMENT WITH CITY OF BLOOMINGTON REGARDING THE THOMSON PROPERTY** 10:49 am  
**Presenter:** Jeff Cockerill

The Thomson Property is subject to an easement with Duke Energy for their power distribution network. The City of Bloomington is working with Duke and the County to utilize the area that is part of that easement for a multi-use trail. The terms and conditions of this transfer will also need to be approved by the County Council.

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

**K. ORDINANCE 2023-15: AMEND VARIOUS TRAFFICE ORDINANCES** 10:49 am  
**Presenter:** Lisa Ridge

Amend Ordinance 86-06 to **add** the following stop location: Wayport Road for Ellis Road.

Amend Ordinance 86-09 to **delete** the following 45 mph location: Monroe Dam Road (SR 37 to ½ mile east of Depot Hill Road).

Amend Ordinance 86-09 to **delete** the following 35 mph location: Monroe Dam Road (1/2 mile east of Depot Hill Road to Valley Mission Road).

Amend Ordinance 86-09 to **add** the following 35 mph location: Monroe Dam Road.

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

**L. AWARD E & B PAVING, LLC VARIOUS PAVING PROJECTS** 10:50 am  
**Fund Name:** Motor Vehicle Highway (MVH)  
**Fund Number:** 1176  
**Amount:** \$1,789,220  
**Presenter:** Lisa Ridge

Bids were advertised for the paving of various Monroe County roadways. Sealed bids were opened publicly on May 4, 2023, at 10:00 am by highway representatives. Two (2) bids were received, E&B Paving, LLC, and Milestone Contractors. The lowest, most responsive bidder was E&B Paving, LLC. The Department of would like to accept and award the project to E&B Paving, LLC. The roadways awarded in the last call of Community Crossing Matching Grant (CCMG) awards and 50% or \$894,610 will be paid from those funds. Roads to be paved in this project are Smithville Rd, Tunnel Rd, Wampler Rd, Burma Rd, Delap Rd, Kerr Crk Rd, and Rhorer Rd.

Thomas made a motion to approve. Jones seconded.

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

**M. CLARK DIETZ AMENDMENT #1 FOR THAT ROAD BRIDGE #79**

**10:52 am**

**Fund Name:** Cumulative Bridge  
**Fund Number:** 1135  
**Amount:** \$1,985  
**Presenter:** Lisa Ridge

This amendment #1 is for traffic control which includes flagging personnel necessary during the final day of drilling for Geotechnical Investigation.

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

**N. SIGNAL CONSTRUCTION INC. SERVICE AGREEMENT**

**10:53 am**

**Fund Name(s):** County General and Motor Vehicle Highway  
**Fund Number(s):** 1000 and 1176  
**Amount:** Various  
**Presenter:** Lisa Ridge

This service agreement is for routine inspections and repairs for traffic signals under Monroe County's jurisdiction. This also includes Flashing Beacons and High Intensity Activated Cross Walk (HAWK) pedestrian signals for the Parks Department, which is to be on an as needed basis. Each department will be responsible for the payment of the services that are provided by Signal Construction Company.

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

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**10. APPOINTMENTS**

**10:56 am**

None

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**11. ANNOUNCEMENTS**

**10:56 am**

Assistance from **FEMA** is available for Monroe County residents affected by the recent tornadoes. To apply, visit [www.disasterassistance.gov](http://www.disasterassistance.gov) or call **800.621.3362** for more information. Application submission deadline is June 14, 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, June 14, 1pm – 6pm**
- Friday, June 16, 10am – 3pm**
- Thursday, July 13, 1pm – 6pm**
- Friday, July 14, 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:polktownshiptrustee@gmail.com">polktownshiptrustee@gmail.com</a>
Richland - Marty Stephens	812.876.2509	<a href="mailto:rttfrontdesk@bluemarble.net">rttfrontdesk@bluemarble.net</a>
Salt Creek - *Joan Hall	812.837.9140	<a href="mailto:jcareyhall@gmail.com">jcareyhall@gmail.com</a>
Van Buren - Rita Barrow	812.825.4490	<a href="mailto:rbarrow@vanburentownship.org">rbarrow@vanburentownship.org</a>
Washington – *Mary VanDeventer	812.325.1708	<a href="mailto:mvandeventertrustee@gmail.com">mvandeventertrustee@gmail.com</a> .

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**12. ADJOURNMENT**

**10:58 am**

The summary minutes of the May 17, 2023, Board of Commissioners' meeting were approved on May 24, 2023.

**MONROE COUNTY COMMISSIONERS**

***"Aye"***

***"Nay"***

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

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

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

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

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

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

**ATTEST:**

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

\_\_\_\_\_  
Date



## **PROCLAMATION**

### ***EMERGENCY MEDICAL SERVICES APPRECIATION WEEK IN MONROE COUNTY, INDIANA***

**WHEREAS:** Emergency medical services are a vital part of our healthcare system. We are proud to honor their service by recognizing May 21-27, 2023, as Emergency Medical Services Appreciation Week; and

**WHEREAS:** Every medical emergency begins and ends locally – from motor vehicle accidents to strokes to drug overdoses to shootings – and the services provided by emergency medical providers are the front-line in these situations throughout Monroe County; and

**WHEREAS:** During the COVID-19 pandemic, EMS personnel stepped up to help triage patients at hospitals and administer vaccines, going beyond the call duty; and

**WHEREAS:** National EMS week was first celebrated in 1974 under the direction of President Gerald Ford. This is the 49<sup>th</sup> annual National EMS week, and this year's theme is *EMS: Where Emergency Care Begins*; and

**WHEREAS:** Every resident can play a part in improving medical outcomes by taking the 4-hour "First On The Scene" training, which prepares the public to respond to medical crises that occur in everyday circumstances, stepping in until trained EMS providers arrive.

**NOW, THEREFORE:** We, the Monroe County Board of Commissioners proclaim  
May 21 – 27, 2023 as

### **Emergency Medical Services Appreciation Week**

The Board wishes to express its gratitude for our Emergency Medical Service providers for their ongoing efforts to protect Monroe County residents 24/7, 365 days per year.

**PROCLAIMED THIS SEVENTEENTH DAY OF MAY, TWO THOUSAND TWENTY-THREE.  
THE MONROE COUNTY BOARD OF COMMISSIONERS**

**PENNY GITHENS**

**JULIE THOMAS**

**LEE JONES**



**MONROE COUNTY BOARD OF COMMISSIONERS'  
WORK SESSION AGENDA  
May 17, 2023  
Nat U. Hill Meeting Room - 3<sup>rd</sup> Floor, Courthouse and Zoom Connection**

**No Work Session This 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:**

Indiana Code 8-14-1-10 requires the County Commissioners to certify the true number of covered bridges within the county annually. I am requesting that certification to satisfy this requirement.

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

Presenter:

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

Name(s)	Phone Number(s)
Brienne Gregory	

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

Attorney who reviewed:



**COVERED BRIDGE CERTIFICATION**

State Form 56491 (3-18)  
Prescribed by Auditor of State, 2018  
Approved by State Board of Accounts, 2018

Auditor of State  
200 W Washington Rm 240, State House  
Indianapolis, IN 46204  
Telephone 317-232-3700  
[www.in.gov/aos](http://www.in.gov/aos)

County Name Monroe

Number of covered bridges per [IC 8-14-1-10](#) 1

We, the county commissioners of Monroe County, hereby certify that the aforementioned is the true number of covered bridges in said county per [IC 8-14-1-10](#) for calendar year 2023.

Dated this 24th day of May, 2023.

Penny B. Githens  
County Commissioner Name (*Print: First, Middle, Last*)

\_\_\_\_\_  
County Commissioner's Signature

Elizabeth L. Jones  
County Commissioner Name (*Print: First, Middle, Last*)

\_\_\_\_\_  
County Commissioner's Signature

Julie L. Thomas  
County Commissioner Name (*Print: First, Middle, Last*)

\_\_\_\_\_  
County Commissioner's Signature

Catherine Collins Smith  
County Auditor Name (*Print: First, Middle, Last*)

\_\_\_\_\_  
County Auditor Signature

**Due by June 30, 2023**

E-mail completed form to: [localgovernment@auditor.in.gov](mailto:localgovernment@auditor.in.gov)



# 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 request is to approve the estimate submitted by Lentz Paving, LLC to pave the alley between the Curry Building and Monroe County Employee Parking Garage in the amount of \$18,875.00.

The combination of concrete and asphalt from previous underground projects has left the alley surface damaged and uneven. This is a labor intensive project that will require an extensive amount of hand work to prevent future water intrusion into the bordering facilities.

The scope of work includes: Removing the top inch and a half of the current surface, cleaning, replacing with two inches of hot asphalt surface mix and installing water diverting curbs as needed.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Community Capital Development 30067"/>	<input type="text" value="1138"/>	<input type="text" value="\$18,875.00"/>

Presenter:

### Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

**LENTZ PAVING, LLC**

271 E Smithville Road H-3  
 Bloomington IN 47401

**Estimate**

Estimate #	Date
1223a	4/24/23

Name / Address
Monroe County Highway Department 501 N Morton St Ste 216 Bloomington IN 47404

Terms	Other
Due on receipt	

Description	Total
<b>ALLEY PAVING WEST OF MONROE COUNTY JAIL</b>  Mill existing asphalt alley approx 1.5" in depth. Clean surface areas free of loose debris using power broom and high powered blowers. Wedge and level any low areas using HMA #11 surface and roll for compaction. Resurface with an average of 2" of HMA #11 hot asphalt surface mix and roll for compaction. Install water diverter curbs as needed.	18,875.00

We propose to and hereby furnish materials and labor - complete, in accordance with the above specifications. Note: this proposal may be withdrawn by us if not accepted within 7 days.  
 Estimate prepared by: \_\_\_\_\_  
 Acceptance of proposal: the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.  
 Signature: \_\_\_\_\_  
 Date of Acceptance: \_\_\_\_\_

**Total** \$18,875.00

Prices are subject to change due to rising oil prices. We will lock in pricing when proposal is accepted. Ponding may occur in areas with less than a 1% slope. Reflective cracking may occur.

## ADDENDUM TO Lentz Paving, LLC AGREEMENT

1. **Worker's Compensation.** Lentz Paving, LLC ("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.

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.

Lentz Paving, LLC  
 “Contractor”

Board of Commissioners of Monroe County  
 “Board”

\_\_\_\_\_

by

Date \_\_\_\_\_

\_\_\_\_\_

ATTEST: \_\_\_\_\_, 2022

\_\_\_\_\_

Catherine Smith, Auditor

# Exhibit A

East View



West View



Uneven Surfaces



Uneven Surfaces



Concrete Around Vault



Water Damage



Older Patchwork



Stride Entrance





# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

### Executive Summary:

The Monroe County Health Department is requesting approval of a grant agreement to support disease intervention. This funding covers salary expenses for 2 full-time employees, as well as travel expenses, supplies, and cell phones.

Disease Intervention Specialists (DIS) provide intervention services and partner notification for people affected by HIV, syphilis, chlamydia and gonorrhea. Monroe County DIS provide services to the following 12 counties: Bartholomew, Brown, Clay, Greene, Lawrence, Monroe, Owen, Parke, Putnam, Sullivan, Vermillion and Vigo.

The primary goal of disease intervention is to prevent the spread of disease and the development of complications by implementing the 4 core components of surveillance, case detection, case follow-up, and education.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="STD STRENGTHENING PREVENTION"/>	<input type="text" value="8112-9623"/>	<input type="text" value="\$170,000.00"/>

Presenter:

### Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

## Monroe County Board of Commissioners Agenda Request - Grant

### REQUIRED

Federal Agency  Federal Program

CFDA#  Federal Award Number and Year (or other ID)

Pass Through Entity:

Request completed by:

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

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

## GRANT AGREEMENT

**Contract #000000000000000000072300**

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

**1. Purpose of this Grant Agreement; Funding Source.** The purpose of this Grant Agreement is to enable the State to award a Grant of **\$170,000.00** (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Attachments A and B** of this Grant Agreement, which are incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with **Indiana Code § 5-19-1-1** establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

### FUNDING SOURCE:

If Federal Funds: Program Name per Catalog of Federal Domestic Assistance (CFDA):  
Strengthening Prevention and Control for Health

CFDA # 93.977

If State Funds: Program Title \_\_\_\_\_

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

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

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

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

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

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

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

**5. Grant Funding.**

A. The State shall fund this Grant in the amount of **\$170,000.00**. The approved Project Budget is set forth as **Attachment B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

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

C. The funds provided through this Grant are to be used to supplement and not supplant any other appropriations, including local appropriations, made for the same purpose. These funds are being provided to the Grantee to carry out the specific work described herein and are not to be used except as authorized in this Grant Agreement. If the Grantee is a local unit of government, the Grantee shall provide a report back to the State documenting that the appropriate local governing body has appropriated this funding in addition to any existing appropriations.

**6. Payment of Claims.**

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

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

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

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

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and

not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

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

- A. whether Project activities are consistent with those set forth in **Attachment A**, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Attachment B** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

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

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

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

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

**9. Compliance with Laws.**

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

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the**

**Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

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

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

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

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

G. As required by IC § 5-22-3-7:

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

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

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

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

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

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

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

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

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

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

**10. Debarment and Suspension.**

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

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

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

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

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

appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

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

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

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

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

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

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

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

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

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

certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

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

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

A. Notices to the State shall be sent to:

Indiana Department of Health  
ATTN: Contract and Audit Section  
2 North Meridian Street, Section 2-C  
Indianapolis, IN 46204  
E-mail: [IDOHcontracts@health.in.gov](mailto:IDOHcontracts@health.in.gov)

B. Notices to the Grantee shall be sent to:

**Administrator**  
**Monroe County**  
**100 W Fifth Street, Room 204**  
**Bloomington, Indiana 47404**  
E-mail: [ikelley@co.monroe.in.us](mailto:ikelley@co.monroe.in.us)

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

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

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

**21. Termination for Breach.**

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

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

**22. Termination for Convenience.** Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the

State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

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

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

**25. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties.** Deleted as not applicable.

**26. HIPAA Compliance.** If this Grant Agreement involves services, activities, or products subject to the Health Insurance Portability Act of 1996 (HIPAA), the Grantee covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

**27. Amendments.** No alteration or variation of the terms of this Grant shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Any alterations or amendments, except a change between budget categories, which requires the prior written consent of a duly authorized representative of the State, shall be subject to the contract approval procedure of the State.

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

Amendments -added

Grant Funding-modified

HIPAA Compliance-added

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

"Separateness" of the Parties -Deleted

**Non-Collusion, Acceptance**

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

**Agreement to Use Electronic Signatures**

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

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

MONROE COUNTY BOARD OF COMMISSIONERS                      Indiana Department of Health

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

Title: President- Penny Githens                      Title:

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

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

## Attachment A

### STD Supplemental DIS

1/1/2023-12/31/2023

1. No changes or additions to these terms may be made unless the Indiana Department of Health (IDOH) Prevention Program Director is consulted, and an amendment of the contract is executed.
2. These funds are provided to expand, train, and sustain the Disease Intervention Specialist (DIS) workforce. This supplemental funding will support and enhance capacity to conduct disease investigation (case investigation and contact tracing), linkage to prevention and treatment, case management oversight, and outbreak response for other infectious diseases.
3. In collaboration with the IDOH Prevention Program Director, the Grantee will establish objectives and set goals that are commensurate with the IDOH and federal Sexually Transmitted Disease (STD) cooperative agreement objectives.
4. The Grantee will be required to implement Disease Intervention Specialist (DIS) services and Partner Services (PS) in accordance with program standards and policy guidelines established by the IDOH and applicable IDOH and federal statutes.
5. The Grantee will establish a plan on how the agency will implement Internet Partner Services in accordance with Centers for Disease Control and Prevention (CDC) guidance as well as with program standards, policies, and procedures.
6. Only state authorized Disease Intervention Specialists are permitted by Indiana State Code: 410 IAC 1-2.5-6 to investigate HIV and syphilis. The DIS must be approved by the STD program and trained by CDC to investigate cases of syphilis and Human Immunodeficiency Virus (HIV) and complete partner notifications. Therefore, they are the only people who may have access to this information within the STD database. Requests of non-DIS persons must be sent to the STD program for approval prior to receiving access to the STD database.
7. When a staff DIS vacancy occurs, the agency will notify IDOH Prevention Director or designee within 72 hours. Vacancies are expected to be filled within 90 days. IDOH Prevention Director or designee should be notified if this expectation cannot be met. IDOH reserves the right to reallocate funding if a

vacancy remains after the 90-day period. During the vacancy period the agency must have a plan in place to provide all services outlined in this agreement.

8. The Grantee will be responsible for the hiring, training, and monitoring of an STD Clinic Lab Technician who will devote 18.96 hours per week to performing stat Rapid Plasma Reagin (RPR) tests.
9. The Grantee will integrate disease intervention services for chlamydia, gonorrhea, HIV and syphilis infections at the client level.
10. As a Grantee offering a full-time (5 day/week STD services) STD clinic the Grantee will restrict DIS clinic activity to interviewing clients infected with chlamydia, gonorrhea, HIV and syphilis only. The Grantee will have DIS interview 100% of all clinic clients diagnosed with HIV, syphilis, priority gonorrhea, and priority chlamydia in the timeframes set forth by the IDOH STD program. Clients identified as a priority for chlamydia are specified later in this contract.
11. Grantee agencies who operate clinical services in their STD District will be required to treat cases within two weeks of notification of the infection from the lab. If Grantee is unable to treat cases within the specified time frame, grantee must have documented actionable steps taken to make contact with the patient & partners every 48 business hours. Additionally, partners to syphilis must be treated within one week of notification of the exposure to the partner. Any person who has evidence of primary and secondary signs or symptoms of syphilis must be treated by the agency immediately after blood is drawn for syphilis testing and submitted to IDOH labs. Additionally, any person who is a contact to a confirmed or suspected infectious syphilis case within 90 days should receive prophylactic (presumptive) treatment for syphilis. Similarly, if a clinic performs STAT RPR testing, a person with titer of 1:8 or greater in absence of syphilis history that would explain titer, should receive immediate treatment after blood draw.
12. The Grantee will interview 100% of all newly diagnosed HIV and early syphilis cases residing in their respective counties within their designated region of service. t 1). The Grantee will offer PS to 100% of all newly diagnosed HIV cases and early syphilis interviewed in the district. DIS operating under this contract will complete HIV testing on at least 100% of all early syphilis cases interviewed who do not have a previously documented HIV positive status within 30 days. The Grantee will offer syphilis testing to 100% of all newly diagnosed HIV cases interviewed. DIS will complete syphilis testing on at least 90% of all newly diagnosed HIV cases interviewed.

13. DIS operating under this contract will offer chlamydia interviews at their own discretion within their district. DIS shall offer PS to cases identified as Lymphogranuloma venereum (LGV). DIS will offer PS to 100% of all LGV chlamydia cases interviewed in their district. Anyone newly diagnosed with HIV and chlamydia will be interviewed for those infections and offer PS as needed. DIS will offer or confirm HIV testing on 100% of all chlamydia cases who do not have a previously documented HIV positive status within 30 days.
14. The DIS operating under this contract will successfully interview **24%** of all priority gonorrhea cases residing in their respective district as enhanced STD Surveillance Network (SSuN). DIS will interview any gonorrhea cases as assigned by the STD Prevention Program. The grantee will ensure 75% of the gonorrhea cases interviewed are considered priority gonorrhea cases. DIS will offer PS to 100% of all priority gonorrhea cases interviewed in the district. Priority gonorrhea cases MSM outside, clients under the age of 20, pregnant women, repeat cases (defined as 2 or more infections within 12 months) infections, co-infection with HIV and/or syphilis. The Grantee will ensure 75% of the identified sex partners to gonorrhea are examined in 30 days. DIS operating under this contract will offer or confirm HIV testing on 100% of priority gonorrhea cases interviewed who do not have a previously documented HIV positive status within 30 days.
15. DIS operating under this contract will verify treatment status of 100% of syphilis cases within 2 weeks of receipt of report. DIS will also verify treatment for 75% of the gonorrhea cases and attempt to confirm treatment on any chlamydia case where treatment is not reported in their assigned district within 30 days of receipt of report.
16. DIS operating under this contract will enter all non-electronically reported cases diagnosed with chlamydia, gonorrhea, and syphilis within 3 business days of receipt of report.
17. DIS operating under this contract must work with providers, public health nurses, laboratories, clinics, emergency rooms, and other health care providers on proper reporting and ensuring adequate treatment as appropriate. Grantee/DIS must submit this information in the REDCap survey (Provider Reports).
18. DIS operating under this contract must perform field visits as a part of their investigations as directed by the STD Program. Field Investigations will account for roughly 25% of the DIS's workload. DIS operating under this contract must coordinate and conduct field visits on a weekly basis.

19. The Grantee will implement PS within 48 business hours upon receipt of notification of diagnosis for syphilis and HIV.
20. The Grantee will perform other duties for a person living with HIV assigned by the IDOH Division of HIV, STD, Viral Hepatitis, on a person living with HIV residing in their service district.
21. DIS funded under this agreement will upload all DIS follow-up forms to the Supplemental Tab of the STD database prior to submitting case for closure.
22. DIS funded under this contract will have 90% of locatable sex and needle sharing partners to HIV and syphilis examined within 30 days of assignment.
23. The Grantee will link (by actively helping index patients with newly diagnosed or newly reported HIV infection to access medical care either directly or by linking them to HIV care coordination) 100% of locatable identified persons as infected with HIV to medical and care coordination services in their district.
24. The Grantee will correctly document 100% of all cases interviewed in the STD database and the Indiana EvaluationWeb©, no later than 72 hours after the original interview.
25. The Grantee will collaborate with internal and external partners involved in all aspects of PS, including ensuring that PS throughout the prevention and care continuum are available for all persons infected with HIV.
26. The Grantee must notify the STD Program of 100% of all communicable disease reports received on women who are syphilis cases, of any stage. The Grantee must update the STD Program about stalled investigations that may occur while investigating a pregnant female with positive serology for syphilis within 24 hours. The DIS will attempt to identify recent pregnancy testing on all females with positive serology for syphilis and document this in the STD database.
27. The Grantee will respond to quality assurance reviews as indicated in the quality assurance report. DIS operating under this contract are required to be present for Quality Assurance Reviews when they are scheduled with the STD Prevention Program staff. If a DIS is not able to be present for the review, IDOH needs to be notified at a minimum of ten (10) business days in advance to reschedule the event, or as soon as possible if there is an emergency.
28. The Grantee agrees to maintain client records in a secure and confidential manner. Computer systems containing client information must be protected with multiple passwords. Office equipment that is used for storing confidential materials must be locked when not in use. Providers must adopt and adhere to written policies and procedures which specify that client information is

considered confidential, privileged information. The provider must possess a written policy which limits access to client records to only designated clinic staff. Release of information to entities other than those noted herein must be preceded by the written consent of the client or legal representative, except as demanded under IDOH statutes. These policies and procedures must include provisions for discipline should violations occur. The Grantee agrees to sign user agreements and abide by STD program data policies of the STD database.

29. The Grantee agrees to have Internet access and meet system requirements required by the Indiana Office of Technology and Compliance when accessing STD database or EvaluationWeb© system.
30. The Grantee will have all DIS sign STD database user agreements and have them on file at the agency.
31. The Grantee agrees to submit all HIV materials (brochures, videos, promotional, etc.) used as educational materials to the HIV Program Review Panel for approval. The Grantee agrees to submit all STD materials (brochures, videos, promotional, etc.) used as educational materials to the STD Program for approval.
32. The Grantee will have all DIS and other service staff **funded** under this contract satisfactorily complete the trainings required by the STD Program's DIS Training Coordinator. These trainings will occur at the beginning of employment funded under this contract and will then occur intermittently throughout the employee's time of service that is funded under this contract. When personnel changes occur within the funded entity, new personnel who do not have the appropriate training are required to obtain it through the DIS Training Coordinator.
  - a. Service staff who are required to complete trainings from the STD Prevention Program, through the DIS Training Coordinator:
    - i. Program Managers or Supervisors of DIS who are involved in reviewing or assisting in DIS casework, are assessing DIS data entry, or will be auditing DIS casework.
    - ii. Staff who will be conducting chlamydia or gonorrhea data entry management or case management, but not necessarily disease intervention tactics.
    - iii. Staff who will be participating in any Chlamydia/Gonorrhea Screening Program activities, including specimen handling and specimen data entry into LIMSNet.
    - iv. Staff who will be seeing or assisting patients suspected of having STD infection more than 40% of their working time.
33. The Grantee will have all other service staff **not funded**, but directly involved in STD activities that are funded by this contract, are subject to satisfactorily complete the trainings at the discretion of the Prevention Program Director

and/or STD Operations Manager. The need for trainings will be specific to the position and its involvement in activities funded by the STD Prevention Program. These trainings will be delivered through the DIS Training Coordinator with the guidance of the Program Director or designee.

34. The Grantee will collaborate with the Prevention Program Director and/or Operations Manager as well as the DIS Training Coordinator to ensure all funded positions (and non-funded positions as directed by the Program Director) achieve satisfactory training within the time-period specified by the DIS Training Coordinator's specific plan for that position. This includes but is not limited to:
- a. Alerting the DIS Training Coordinator of the need to extend or adjust a training plan within a reasonable timeframe
  - b. Review the training guides and materials provided by the DIS Training Coordinator
  - c. Participating in training of DIS or staff as instructed by the DIS Training Coordinator. Some actions involved in this would include:
    - i. Receiving reports from the trainee about their progress
    - ii. Coaching, teaching, or advising the trainee on STD Program policies and procedures or required DIS skills
    - iii. Reviewing DIS data entry and case work for demonstration of understanding and correctness of work
    - iv. Providing observation or shadowing opportunities for the trainee
    - v. Observing the trainee conduct specific techniques or skills and provide feedback to the trainee about their performance
    - vi. Writing reports to the DIS Training Coordinator regarding the trainee's progress and technical assistance needs
35. The Grantee agrees if any funded positions fail to satisfactorily complete the required trainings (as deemed by the STD Program) after adequate intervention to enhance performance, the STD Prevention Program reserves the right to deny funding for that position as a temporary measure or to revoke the funding for the position entirely. If any nonfunded positions (who are directly involved in STD activities) fail to complete the trainings requested by the STD Director after adequate intervention, and it's determined by the STD Prevention Program that the trainings are a pre-requisite to the funded work the non-funded entity is participating in, the STD Prevention Program reserves the right to request that position not be involved in STD activities funded by the contract.
- a. Adequate intervention to enhance performance may include but is not limited to:
    - i. Assigned training sessions or webinars from the DIS Training Coordinator.
    - ii. Testing knowledge through case scenarios or quizzes from the DIS Training Coordinator.
    - iii. Real-time coaching session with technical assistance from the DIS Training Coordinator, a seasoned peer, or a Supervisor.

- iv. Work Improvement Plans (may also be called a Performance Improvement Plan) that are developed by the agency with the STD Program's assistance, if desired.

36. The Grantee will adhere to the training plan as determined by the DIS Training Coordinator and/or the STD Program Director/Operations Manager.

- a. DIS are required to complete the self-study modules, attend knowledge check-ins with the Coordinator, complete assigned training activities, and go through final Authorization Training within 16 weeks of date of hire. Training schedules for DIS may be extended after discussion with the STD Prevention Program and adequate intervention tactics. DIS are required to satisfactorily pass the knowledge check-ins in order to proceed with final Authorization.
  - i. DIS will be expected to take self-study modules from the National STD Curriculum, National HIV Curriculum, and Passport to Partner Services. DIS will take additional trainings from IN-Train, the Centers for Disease Control and Prevention, and harm reduction related trainings. The DIS is additionally required to be trained in specimen collection, which includes phlebotomy.
  - ii. DIS will be required to be trained in HIV testing and counseling, either through the STD Program's HIV Skills Building for DIS or through the IDOH's HIV Prevention testing training.
  - iii. DIS will be required to participate in shadowing experiences and then be observed completing their work during their training period.
  - iv. DIS will be provided a training schedule from the DIS Training Coordinator that outlines the self-study curriculum and additional activities of DIS work.

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

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

Train, the Centers for Disease Control and Prevention, and harm reduction related trainings. Non-funded positions do not require Authorization Training but may require approval for data entry work or basic case management.

37. The Grantee will offer expertise, consultation, PS, and case investigation to local health departments and other entities pursuing outbreaks of STDs, HIV, Hepatitis C, and other infectious diseases, as directed by the Division of HIV/STD/Viral Hepatitis. If directed, the Grantee will assist in the response efforts and reimbursement will be arranged for these efforts.
38. The Grantee, if providing STD clinical and laboratory services, will comply with the CDC Program Operations Guidelines for STD Prevention, Health Insurance Portability and Accountability Act (HIPPA) regulations, as well as CDC's STD Treatment Guidelines.
39. The Grantee will complete the STD Quarterly Provider Report and email to the District's Program Prevention Liaison by the dates set forth by the program.
40. The Grantee will ensure all DIS are in attendance and participate on the quarterly statewide DIS conference calls. Any absences must be reported to the STD Program prior to the conference call.
41. The IDOH chlamydia Trachomatis/ Gonorrhea (CT/GC) Screening Program allots testing materials and medications that are expected to be used for at risk and un/underinsured clients outlined in the IDOH CT/GC Screening Program requirements. The Grantee will not deny STD services to those clients who are eligible but cannot pay local administrative fees.
42. DIS operating under this contract will adhere to all STD Prevention Program policies and procedures.
43. DIS operating under this contract will assist with STD Prevention Control for Health Departments (PCHD) grant requirements if assistance is requested by the IDOH STD Prevention Program.
44. DIS operating under this contract will submit 100% of all confirmed syphilis and HIV cases for IDOH STD Prevention Specialist review within 2 business days of completing the original interview with the client prior to closure in the STD database to ensure quality and compliance with CDC's recommendations.
45. The Grantee will ensure all syphilis cases are reviewed monthly, at a minimum, for quality assurance purposes by an area manager or trained program staff. The IDOH STD Prevention Program will train any local staff to review these cases if requested.

46. The Grantee will submit a **monthly** STD invoice and supporting documentation to ([STD@health.in.gov](mailto:STD@health.in.gov)) by the 15<sup>th</sup> of each month for the previous month's expenditures.
- a. Appropriate supporting documentation that justifies the expenses and amounts billed for that month's invoice includes but is not limited to the following:
- i. Personnel
  - ii. Fringe
  - iii. DIS Travel (including mileage, conference registration, out of state travel (flight/hotel receipts).
  - iv. Supplies (not included in the outreach supply website)
  - v. Rent
  - vi. Utilities (itemized)
  - vii. Consultant (itemized)
  - viii. Contractual (itemized) ix. Miscellaneous expenses such as; advertising, promotion, education brochures, personal healthcare, printing, etc.
49. The Grantee will be responsible for ensuring the agency receives payment of the STD Invoice they submitted to the STD Prevention Program within 30 days of submission. The STD Prevention Program is not responsible for ensuring the agency themselves receives payment.
50. The Grantee will be required to develop their own process for reconciliation of STD Invoices submitted within the grant period. If the agency identifies they have been unpaid for a STD Invoice, they will work with the program to rectify this invoice. The STD Prevention Program will be unable to perform any reconciliation for STD Invoices submitted 60 days past the end of this grant period.
51. In the instance of a Public Health Emergency (PHE), it is acceptable for DIS to be reassigned within or outside of their DIS District to assist in other public health duties. If DIS are reassigned, the agency may use federal funding provided by the STD Program for Public Health Emergency's. An agency must be able to track and account for DIS time spent on this PHE each week and submit this report to the STD Program on a weekly basis.

**ATTACHMENT B**  
**Monroe County Board of Commissioners**  
**PCHD STD- Supplemental**

The Grantee's expected budget includes the following approximated costs:

Personnel	\$90,000
Fringe	\$50,000
Supplies	\$5,000
Travel	\$ 2,000
Consultant	\$
Contractual	\$
Equipment	\$
Other	\$23,000
TOTAL	\$170,000

Process

## **Attachment C: Federal Funding**

Federal Agency: Department of Health and Human Services

CFDA Number: 93.977

Award Number: NH25PS005139

Award Name: Preventative Health Services Sexually Transmitted Diseases Control Grants

### **1) Incorporation**

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

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

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

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

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

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

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

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

Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. Recipients must comply with Title VI of the Civil Rights

Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), and any provisions required by the implementing regulations of the Federal Agency providing the funds. Resources are available at <http://www.justice.gov/crt/about/cor/coord/titlevi.php>.

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

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

The Contractor or Grantee must protect all information systems, electronic or hard copy which contains federal data from unauthorized access. Congress and the Office of Management and Budget (OMB) have instituted laws, policies, and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. Resources are available at <http://csrc.nist.gov/groups/SMA/fisma/index.html>.

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

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

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

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

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

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

“Nongovernmental sources” means sources other than state and local governments and federally recognized Indian tribes.

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

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

## **9) Equipment and Products**

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

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

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

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

## **11) Federal Lobbying Requirements**

- a) The Contractor certifies that to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, contract, loan, or cooperative agreement, the Contractor shall complete and submit "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c) The Contractor shall require that the language of subparagraphs A) and B) be included in the language of all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

## Attachment D

### Annual Financial Report for Non-governmental Entities

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

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



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

### Executive Summary:

On 05-17-23, The Monroe County Parks & Recreation Board approved a MOU with Cutters youth soccer organization. In summary, it outlines rental fees, payment due dates, services provided, event procedures, park rules, goals, and communication. The MOU expires on June 15, 2028.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text"/>	<input type="text"/>	<input type="text"/>

Presenter:

### Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

# MEMORANDUM OF UNDERSTANDING BETWEEN

## Monroe County and Monroe County Youth Soccer

This Agreement is made between The Monroe County Parks and Recreation Department (collectively referred to, herein, as (MCPR), its Board of Directors, and Monroe County Board of Commissioners and Monroe County Youth Soccer (CUTTERS). Parties agree to the following:

### 1. Rental Fees and Term

MCPR agrees to charge and CUTTERS agrees to pay the following sums on the following dates, so that all CUTTERS programs agreed upon by the parties may be played at Karst Athletic Complex (Karst), from the time of the signing of this Agreement by both parties and until June 15, 2028. The fees reflected below increase an estimated 2% annually for the duration of the five (5) year rental agreement period.

CUTTERS will be invoiced by MCPR twice a year and CUTTERS will pay the invoice on the dates specified below. If Rental fees are not paid within four (4) business days of the Due Date, the Rental fees shall be considered past due and a late fee will be assessed. A late fee of one (1%) percent shall be charged per business day for any payment received late, but under no circumstances shall such late fee exceed 15% of the overdue Rental fee.

- A. On or before November 15, 2023, the sum of **\$45,500**;
- B. On or before June 15, 2024, the sum of **\$45,500**;
- C. On or before November 15, 2024, the sum of **\$46,500**;
- D. On or before June 15, 2025, the sum of **\$46,500**;
- E. On or before November 15, 2025, the sum of **\$47,500**;
- F. On or before June 15, 2026, the sum of **\$47,500**;
- G. On or before November 15, 2026, the sum of **\$48,500**;
- H. On or before June 15, 2027, the sum of **\$48,500**;
- I. On or before November 15, 2027, the sum of **\$49,500**;
- J. On or before June 15, 2028, the sum of **\$49,500**;

The above stated fees do not include any payment for use of fields for non-Cutters tournament. For the purpose of this Agreement a Cutters tournament is defined as Sports competition where Cutters hosts teams outside of its own organization and where Cutters is responsible for handling registration, providing an on-site director, and providing insurance coverage.

### 2. Services Provided to CUTTERS by MCPR

MCPR shall provide the following to CUTTERS throughout the term of this Agreement;

- A. Reserved field time for games, training, tournaments, try-outs, & camps;
- B. Field preparation for the activity;
- C. If applicable, tournament prep according to Tournament Requirements;
- D. Painted field lines;
- E. Variety of soccer goals, nets, & corner flags;
- F. If available, bleachers, benches, & drinking fountains;
- G. When open, seasonal restrooms & parking lots;
- H. Periodically and in their own discretion, MCPR will make improvements to Karst Farm Park facilities;
- I. Periodically and in their own discretion, MCPR will make equipment investments;
- J. Allow for the existing (2) CUTTERS sheds to occupy the current area at Karst Farm Park;

- K. When available, Karst Farm Park's unrented and available shelters, Commons & the basement of the Caretaker's home.
- L. Allow CUTTERS to sell concessions at CUTTERS tournaments, which is defined above. CUTTERS must abide by all health regulations and food licensing provisions set forth by the Monroe County Health Department, 812-349-2543. MCPR Concessionaire, per Concessionaire agreement, will be allowed to sell concessions at Karst Farm Park during CUTTERS tournaments. Cutters shall provide verification of necessary food licensing if requested by MCPR.
- M. To the extent there is available space, allow CUTTERS to store nets and goals at Karst Farm Park that will be utilized by CUTTERS throughout the duration of this Agreement. Any equipment stored at Karst Farm Park must be stored in designated areas by MCPR. Cutters must store Cutters Flat Training Goals in designated areas and the Flat Training Goals must be stored upright. CUTTERS understands that Monroe County does not carry any insurance to insure CUTTERS property against damage, theft, casualty, or loss of any kind. CUTTERS understands that it is entirely CUTTER's responsibility to obtain insurance on its property stored at Karst Farm Park. CUTTERS understands that it would be responsible for any damage to MCPR property caused by the storage and/or moving of equipment. CUTTERS agrees to provide MCPR a list of property being stored at Karst Farm Park. Stored equipment can only be moved in accordance with Section 3, subsection D: "Safety of Players/Participants/Spectators When Moving Equipment." Any equipment moved from the designated storage area will need to be returned to the designated storage area at the end of the event/day. MCPR reserves the right to change the amount of space, location of space and/or availability of storage space for CUTTERS at MCPR discretion.

**3. Procedures related to game or event cancellation, delay, reduced time, and/or a field change**

The parties agree to adhere to the following procedures regarding cancellations, delays or changes in accommodations that arise due to weather or unavailability of fields:

**A. CANCELLATIONS BY MCPR**

- a. MCPR staff will be responsible for making ANY decisions pertaining to field conditions, not weather conditions for the players.
- b. MCPR staff will consider current and future weather predictions when considering field closures or event delays. Field closures or event delays may occur when the current or future weather predictions may impact field conditions.
  - i. MCPR shall provide to CUTTERS written policies and/or procedures for decisions regarding field conditions (open/closures/relocations). MCPR will provide CUTTERS this documentation within sixty (60) days of the execution of this Agreement. This documentation will be provided in accordance with the Notice section outlined in item number #8 on page five (5) of this Agreement.
- c. Each day or on Fridays for the weekend, MCPR staff will update the Athletic Hotline 812-349-2126, by 3:00 pm regarding field condition cancellations, delays or field changes. Any field condition cancellation decisions after 3pm will be made by MCPR staff and said decision will be communicated to Cutters by either MCPR onsite supervisor and/or Matt Wilhoit.

**B. CANCELLATIONS BY CUTTERS**

- a. CUTTERS staff is responsible to cancel or postpone games and get their players and spectators off the fields during inclement or dangerous weather.
  - i. A lightning strike is unpredictable, and players and spectators must seek shelter when lightning is detected in the distance. CUTTERS shall ensure that players and spectators do not sit on the metal bleachers or benches during a lightning storm but seek indoor shelter.
  - ii. A Monroe County emergency weather warning siren is located just west of Karst Farm Park at the Monroe County Highway Garage. Park patrons should be able to hear the

warning siren. The siren is only activated for TORNADO activity. A TORNADO WATCH (conditions are favorable for a tornado, prepare to seek shelter) and a TORNADO WARNING (a tornado has been sighted, seek shelter). It is advisable to have CUTTERS staff, coaches, and parents sign up for cell phone Emergency Alerts through the Monroe County Alert Program. Individuals can sign up at [www.co.monroe.in.us](http://www.co.monroe.in.us) under the "Emergency Management" section by clicking the "Citizen Alert" sign up button.

- b. If CUTTERS cancels any scheduled activity, a CUTTERS representative must notify MCPR staff (Matt Wilhoit) ASAP. Notifications of cancellations are to be conveyed to Matt Wilhoit by phone.
- c. A CUTTERS representative must confirm reschedule dates, times and field assignments. MCPR will document cancellations and rescheduling internally and the community calendar will be used to document rescheduling for the CUTTERS organization.
- d. MCPR will identify potential rain dates per season in advance of the start of the season in effort to minimize the need for cancellations. These dates will be provided to CUTTERS for use.

#### C. REFUNDS DUE TO CANCELLATIONS

- a. If for any reason a season is adjusted outside of the normal scope, MCPR reserves the right to adjust the amount of the rental due and the payment date. The amount of refund is within the sole discretion of MCPR.
- b. MCPR agrees to consider refunding CUTTERS in the event that a refund is requested. When considering if a refund is reasonable MCPR will consider 1) the amount of cancelled field time; 2) who was responsible for the cancellations; and 3) the amount of preparation MCPR staff completed on the fields for an event prior to the cancellation. In order to qualify for any refund, CUTTERS must have tried to reschedule the event and the identified lists of rain dates must have been exhausted. No refunds will be provided when there was no effort to reschedule events.

#### D. SAFETY OF PLAYERS/PARTICIPANTS/SPECTATORS WHEN MOVING EQUIPMENT

- a. The parties agree that player and spectator safety must be the top priority for each rental group.
- b. Because safety is of the utmost importance, CUTTERS shall guarantee and ensure that only authorized CUTTERS adult staff members and volunteers will move goals located at Karst. CUTTERS shall ensure that all participants and anyone not directly involved in moving a goal shall remain clear of the goal during the moving process and that the weights will be placed appropriately prior to anyone being allowed near the moved goals.

#### E. SAFETY OF PLAYERS

- a. Cutters must provide to MCPR Cutters written Concussion Management Program protocol.
- b. Cutters must provide to MCPR Cutters written Child Abuse Reporting Procedures.

### 4. Field Maintenance Goals and Communication

- A. All decisions and plans concerning turf maintenance are the sole responsibility of MCPR.
- B. MCPR will implement field management practices in accordance with Purdue Extension's Karst Athletic Field Plan. The Field Plan and/or management practices may be periodically updated due to University turf research findings, field conditions, budgetary changes, equipment changes, and/or advice given by Purdue experts.
- C. MCPR staff will periodically seek out turf advice from Purdue University experts.
- D. MCPR will make available to CUTTERS a Karst Athletic Complex annual report.
- E. Field inspections will be available March-October to assess field conditions, address scheduling questions, go over tournament preparations, or for any other reason. MCPR will make every effort to schedule periodic field walkthroughs with Purdue Extension personnel and provide a summary of the

field discussion to CUTTERS. CUTTERS staff is encouraged to join and participate in any field walkthrough and discussion.

- F. MCPR will make available to CUTTERS any soil test results, field photos, and field analysis, upon request by CUTTERS.
- G. MCPR and CUTTERS staff will remain in periodic contact to discuss any matter pertinent to this Agreement.
- H. CUTTERS will provide to MCPR a contact list including email address of persons who will receive walkthrough summaries.

5. **Indemnity.** CUTTERS assumes all risks and responsibilities for accident, injuries or damages to person(s) or property related to the use of the facility during the rental period, and agrees to indemnify and save harmless Monroe County Government from all claims, costs or suits of whatever nature, including attorneys' fees, related to use of the facility during the rental period, except such claims, costs or suits arising out of the negligence of the County Government or its employees. This release includes claims for personal injury, property damage, and/or any other type of claim or cause of action which might be brought by the CUTTERS or by any third party including participants, members of the CUTTERS organization and/or spectators present for the scheduled event.

6. **Adherence to MCPR Rules and Regulations.** CUTTERS agrees that it and all of their players, participants and guests adhere to the MCPR Rules and Regulations, which are attached hereto and incorporated herein as "Exhibit A." The MCPR Rules and Regulations are subject to period amendments when deemed necessary. In the event the MCPR Rules and Regulations are amended, a newly amended copy will be provided to CUTTERS via email in accordance with Section 8 of this Agreement entitled "Notice." CUTTERS understands ownership and management of the Karst Farm Park belongs to Monroe County/MCPR and that all decisions regarding Karst Farm Park and the Athletic Complex are to be made by MCPR. Any signage or advertising in any form may not be placed at Karst Farm Park, other than temporary signage put in place while CUTTERS are using the facilities and approved by MCPR in advance.

7. **Non-discrimination.** In the performance of work under this contract, it is agreed that CUTTERS, 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.

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

8. **Notice**

Any notice to be given shall be directed as follows:

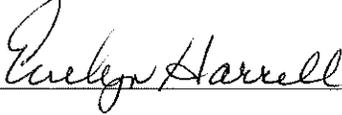
**MCPR**  
Parks and Recreation Director  
Showers Building  
501 North Morton St, Suite 100  
Bloomington, Indiana 47404  
(812) 349-2800

**Cutters**  
Executive Director  
P.O. Box 3520  
Bloomington, IN 47402  
(812) 333-8010

9. **Complete Agreement and Termination**

The parties agree that this document consisting of five (5) pages is their complete agreement and it shall not be modified unless done so in writing and agreed upon by both parties. Either party may terminate this Agreement giving the other party a minimum of one hundred eighty (180) days written notice. No refunds of any amounts will be provided upon termination.

As undersigned, I state that I have full authority to enter into this Agreement and to bind the agency for whom my signature represents to the terms stated above.

  
\_\_\_\_\_

Evelyn Harrell, President  
Monroe County Parks and Recreation Board

May 17, 2023  
Date

  
\_\_\_\_\_

Louis Malone, Executive Director  
Monroe County Youth Soccer (Cutters)

5/17/2023  
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 Parks & Recreation**  
**General Rules & Policies**    revised 01-18-23



Modification in policy must be approved by the Parks & Recreation administration.  
Please be courteous to other park users and obey instructions by park staff.  
Splash Pad, Drone Zone, and Dog Park users must abide by the specific facility policies.

**Park Hours**

- General Park Hours: Sunrise to Sunset
- Shelter Rental: 8am to 9pm
- Karst Commons shelter #6: 8am-9pm

**General**

- No motorized vehicles on grass, Greenways or trails:  
Vehicles are considered cars, trucks, golf carts, ATV's, motorcycles, minibikes, mopeds, & go carts.
- No overnight parking. Violators may be ticketed & towed.
- No sale or advertising of any product, food, beverage or service - no yard sales.
- No alcoholic beverages, smoking, tobacco products, or illegal drugs.
- No areas within Monroe County Parks have been designated for hunting, firearms sports or archery.  
Discharging of firearms and arrows with a bow is not allowed within Monroe County Parks in accordance with Indiana Code 36-10-3-39.
- No fireworks.
- No explosives, no tannerite.
- No littering, silly string, sidewalk chalk, or water balloons.
- No amplified music.
- No overnight camping.
- No removal of flora, fauna, fossils, wildlife, or geodes.
- Private drones/UAVs allowed ONLY at the Drone Zone at Flatwoods Park.
- Bicycle 20 MPH speed limit on Trails/Greenways.

**Shelter & Splash Pad Rentals**

- No refunds for rental cancellations.
- You may reschedule up to two (2) weeks prior to rental date for a \$10 fee.
- Splash Pad renters may reschedule, with no charge, due to a National Weather Service severe weather warning.
- \$20 fee for returned checks.
- Tents are only allowed in designated areas.
- Renters are required to clean up shelter area.
- Renters are responsible for the removal of their trash - bring a trash bag.
- A minimum of \$50 will be charged for inadequate site clean-up.
- No campfires, except in designated cooking grills and fire rings.
- Permission to reserve park facilities will be granted only when the function can be reasonably accommodated by the park system.

**Karst Athletic Complex**

- All activities must be scheduled through MCPR.
- Scheduled activities may occur past regular park hours.
- All tents, structures, vehicles, ATVs, & golf carts located/used on or near the fields must be approved by MCPR.

**Animals**

- No horses allowed.
- Dogs must be current on Rabies vaccination, on a leash, and owners must remove dog waste.
- Pets are not allowed inside the Splash Pad fence.



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

### Executive Summary:

This Ordinance along with Amends Chapter 520 of the Monroe County Code regarding Human Rights. This amendment reduces the number of board members from 9 to 7 and provides for the staggering of terms. The number of County appointments remains unchanged.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="NA"/>	<input type="text" value="NA"/>	<input type="text"/>

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:

**ORDINANCE 2023-18**

**TO AMEND MONROE COUNTY CODE CHAPTER 520-- MONROE COUNTY  
HUMAN RIGHTS ORDINANCE  
Re: Human Rights Commission**

WHEREAS, the City of Bloomington created the Bloomington Human Rights Commission through adoption of Ordinance 70-37 in 1970; and

WHEREAS, Monroe County created the Monroe County Human Rights Commission in 2010; and

WHEREAS, the City and the County now desire to create a joint Human Rights Commission with jurisdiction over their respective boundaries.

NOW THEREFORE, be it ordained by the Board of Commissioners of Monroe County, Indiana that Section 520-04 is amended to read as follows (Deleted language is indicated by ~~strikeout~~ and added language is indicated by underline):

**MONROE COUNTY HUMAN RIGHTS ORDINANCE**

**520-04 Appointments.**

The ~~nine~~ seven members of the Bloomington/Monroe County Human Rights Commission shall be appointed three by the Mayor, two by the Common Council, and two by the Monroe County Commissioners, pursuant to the appropriate county authority. The initial Commission terms shall be staggered as follows: one (1) mayoral appointee shall serve an initial term of one (1) year, and two (2) mayoral appointees shall serve an initial term of two (2) years; and one (1) each of Common Council and County Commissioner appointees shall serve an initial term of one (1) year, and one (1) each shall serve an initial term of two (2) years. Thereafter, all Commission terms shall be for two (2) years.

No other section of the Monroe County Code is amended by this ordinance.

Approved this 24<sup>th</sup> day of May, 2023, by the Board of Commissioners of Monroe County.

**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:

This agreement extends the interlocal with the Township Trustees Corporation for COVID-19 support.

Fund Name(s):	Fund Number(s):	Amount(s)
No additional funding		

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:

**ORDINANCE 2023-19**

An Ordinance Approving the Interlocal Cooperation Agreement between the Monroe County Township Trustee Association and Monroe County, Indiana, regarding community relief.

**WHEREAS**, Monroe County Government (“Monroe County”) and its various elected and appointed officers serve all residents of Monroe County, Indiana; and,

**WHEREAS**, Township Executives (“Townships”), provided for by Indiana Code 36-6-4 et seq., are charged with broad and varied responsibilities within their individual jurisdictions within Monroe County, including providing for financial assistance and other aid to residents within their jurisdictions under Indiana Code 12-20 and 12-30-4; and

**WHEREAS**, the Townships in Monroe County<sup>1</sup> previously organized as the “Monroe County Trustees Association”, was a signatory of the Interlocal, attached as “Exhibit A”, that is requested to be extended.

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Commissioners of Monroe County, Indiana that the Agreement, attached as Exhibit A is hereby approved.

Approved this 24<sup>th</sup> day of May, 2023, by the Board of Commissioners of Monroe County.

**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

## EXHIBIT A

### AMENDED INTERLOCAL COOPERATION AGREEMENT BETWEEN MONROE COUNTY AND TOWNSHIP GOVERNMENTS TO DELIVER RELIEF FROM IMMEDIATE AND LONGER-TERM COVID-19 ECONOMIC IMPACTS

**WHEREAS**, Monroe County Government (“Monroe County”) and its various elected and appointed officers serve all residents of Monroe County, Indiana; and,

**WHEREAS**, Township Executives (“Townships”), provided for by Indiana Code 36-6-4 et seq., are charged with broad and varied responsibilities within their individual jurisdictions within Monroe County, including providing for financial assistance and other aid to residents within their jurisdictions under Indiana Code 12-20 and 12-30-4; and

**WHEREAS**, the Townships in Monroe County<sup>1</sup> previously organized as the “Monroe County Trustees Association” (“Association”), secured an Employer Identification Number (“EIN”), elected an organizational structure and voted on officers (including a President, Vice-President, and a Secretary/Treasurer), and maintain a bank account for their purposes; and

**WHEREAS**, Monroe County and its various elected and appointed officers are – among other duties – charged with assessing property, collecting and distributing real and personal property taxes, enforcing local and state laws, prosecuting violations of those local and state laws, operating a court-system for all civil and criminal matters in Monroe County, Indiana and operating public buildings including a local correctional center; and

**WHEREAS**, in the course of carrying out their wide-ranging statutory duties Monroe County and the Townships touch the lives of and operate in service to the same residents; and

**WHEREAS**, Monroe County and the Townships recognize that the 2019 Novel Coronavirus (COVID-19) pandemic and public health emergency created by COVID-19 has negatively affected and challenged the residents of Monroe County in many ways, including financially and economically; and

**WHEREAS**, the impacts of COVID-19 may likely not be felt for many months, due to closures of courts, cessations of enforcement actions and evictions for a period of time, delays of utility bills, and similar freezes that were necessary due to COVID-19; and

**WHEREAS**, residents of Monroe County, Indiana will eventually face the realities of taxes, fees, rents, bills, and possible penalties for late or non-payment, but may not have the financial means to handle those realities and the impact may occur after the Governor of Indiana’s Executive Orders have ended; and

**WHEREAS**, when those residents, served by Monroe County and the Townships, face financial burdens they may look to relief from Monroe County and the Townships, whether in the form of statutorily-

<sup>1</sup> Including those from the following Townships: Bean Blossom, Benton, Bloomington, Clear Creek, Indian Creek, Perry, Polk, Richland, Salt Creek, Van Buren, and Washington.

allowed financial assistance from Townships or relief from enforcement of local and state laws and penalties by Monroe County; and

**WHEREAS**, the Monroe County Board of Commissioners (“Commissioners”) and the Association wish to use the interlocal cooperation authority statutorily granted to units of government by Indiana Code 36-1-7 et seq. collaborate in service to all residents of Monroe County; and

**WHEREAS**, the Commissioners and the Association each vow to use the authority to do “*what is necessary and desirable in the conduct of its affairs even though not specifically granted by statute*”, provided by Home Rule and granted pursuant to Indiana Code 36-1-3 et seq., to proactively assist and improve outcomes for those residents, and to reduce harm, which should result in benefits to Monroe County and the Townships.

**NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:**

I. Purpose and Duration of Agreement

The Monroe County Board of Commissioners (“Commissioners”) and the Monroe County Trustees Association (“Association”) agree to enter into this Interlocal Agreement for the purpose of delivering COVID Relief Funds (“Funds”) to residents of Monroe County negatively impacted by the novel Coronavirus (COVID-19). This Agreement shall be in effect from the date of signature by both the County and the Association and approval by the Monroe County Council, and until July 1, 2024, unless extended by mutual, written agreement of the parties.

Funds may be granted by the Association only upon a written request of one of the Townships, which is a member of the Association, and only if one of the following conditions is met:

- (1) The requesting Township has exhausted all of its available assistance dollars;
- (2) The requesting Township determines a COVID-19-related need exists for one of its residents and wishes to provide assistance to the resident, but the need exceeds the dollar amount the Township may normally provide, per the Township’s Guidelines; or
- (3) The Township determines a COVID-19-related need exists, which is not eligible per the Township’s Guidelines.

II. Transfer of Funds from Monroe County Government to the Association

Monroe County shall transfer a total amount not to exceed Two Hundred Thousand Dollars (\$200,000) to the Association. Rainy Day Funds in that amount, have already been appropriated by the Monroe County Council (“Council”), due to the COVID-19 pandemic.

Per local Ordinance, Monroe County’s Rainy Day Funds may be used to cover expenses related to emergencies and unforeseen circumstances for which no other funding source exists. The Commissioners and Council find that COVID-19 and its long-reaching and detrimental impacts on Monroe County residents is just such an emergency and was definitely unforeseen. The Funds shall be distributed to the Association, who will serve as the fiscal agent for the Funds and will hold the Funds in the Association bank account and provide reporting, as required by Paragraph IV, below. The Association shall provide the

same legal and financial stewardship and fiscal responsibility over the Funds as is required of other Township dollars, which are audited by the State Board of Accounts.

The Funds shall be distributed in increments of Twenty Five Thousand Dollars (\$25,000), with the first installment being made by the Monroe County Auditor on or before June 30, 2020. The Association may request additional installments of Twenty Five Thousand Dollars (\$25,000) to be paid to the Association, by the Monroe County Auditor, as needed, up to the total of *Two Hundred Thousand Dollars (\$200,000)*. The Monroe County Auditor shall require each installment to go through the normal claims process followed by Monroe County Government and required by the State Board of Accounts.

III. Disbursement of Funds from Townships to Applicants

The Association shall choose three (3) of its members to serve as a COVID Committee. The three members may rotate and change, as needed, based upon the discretion of the Association’s President. No request made by a Township may be approved, unless two of the three members of the COVID Committee votes positively in support of the request.

IV. Accounting and Reporting of Expenditures of Funds from Townships to Monroe County

At least once each month, a representative of the Association shall attend a public meeting of the Commissioners’ and report to the Commissioners which Townships have received Funds. A copy of each written Township request approved by the COVID Committee shall be provided to the Commissioners at the public meeting, which shall be made a part of the written record and minutes of the Commissioners’ meeting. Such record shall be kept by the Monroe County Auditor.

***Executed and Approved by the Monroe County Board of Commissioners***

“YEAS”

“NAYS”

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

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

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

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

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

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

ATTEST:

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

**Executed and Approved by Monroe County Township Trustee Association**

\_\_\_\_\_  
Efrat Rosser, President

*Approved by the Monroe County Council, in lieu of sending to the Indiana Attorney General, as required by Indiana Code 36-1-7 et seq.*

**"AYES"**

**"NAYS"**

\_\_\_\_\_  
Kate Wiltz, President

\_\_\_\_\_  
Kate Wiltz, President

\_\_\_\_\_  
Trent Deckard, President Pro Tempore

\_\_\_\_\_  
Trent Deckard, President Pro Tempore

\_\_\_\_\_  
Jennifer Crossley, Member

\_\_\_\_\_  
Jennifer Crossley, Member

\_\_\_\_\_  
Marty Hawk, Member

\_\_\_\_\_  
Marty Hawk, Member

\_\_\_\_\_  
Geoff McKim, Member

\_\_\_\_\_  
Geoff McKim, Member

\_\_\_\_\_  
Cheryl Munson, Member

\_\_\_\_\_  
Cheryl Munson, Member

\_\_\_\_\_  
Peter Iversen, Member

\_\_\_\_\_  
Peter Iversen, Member

**Attest:** \_\_\_\_\_  
Catherine Smith, Auditor – Monroe County, Indiana Monroe County, Indiana



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

**Executive Summary:**

This request is for a Resolution for the adoption of a revised building permit fee schedule for inspections conducted pursuant to the Monroe County Building Code (Monroe County Code Chapter 430). The specific request relates to the restoration fee and is intended to extend the scope of the fee to cover storm damage restoration.

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

Presenter:

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

Name(s)	Phone Number(s)
David B. Schilling	(812) 349-2572

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

Attorney who reviewed:

**RESOLUTION 2023-14**

A resolution adopting a revised building permit fee schedule for inspections conducted pursuant to the Monroe County Building Code (Monroe County Code Chapter 430).

WHEREAS, Indiana Counties may adopt building standards ordinances which include fee provisions for permits (see I.C. 36-7-8-10);

WHEREAS, the Board of Commissioners of the County of Monroe, Indiana ("Commissioners") established the Monroe County Building Code through the adoption of Monroe County Ordinance 88-3;

WHEREAS, the Monroe County Building Code includes a permit fee requirement for all inspections conducted pursuant to the Code and directs the Commissioners to establish a fee schedule;

WHEREAS, following the adoption of the Monroe County Building Code, the Commissioners established various fee schedules;

WHEREAS, a revised fee schedule has been proposed; and,

WHEREAS, the Commissioners, being duly advised in the premises, hereby find that the proposed fee schedule is reasonably related to the cost of providing the inspections required by the Monroe County Building Code, is reasonably adjusted to reflect the financial impacts of disasters such as fire and flood, and that the adoption of the proposed fee schedule would promote the health, safety and welfare of the citizens of Monroe County, Indiana;

NOW, THEREFORE, BE IT RESOLVED by the Commissioners as follows: The fee schedule that is attached to this resolution as Exhibit A is hereby incorporated in this resolution and is hereby adopted as the official permit fee schedule for purposes of Monroe County Code Section 430-10, effective upon the date of adoption and until subsequently amended.

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

BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA

“AYES”

“NAYS”

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

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

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

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

\_\_\_\_\_  
LEE JONES

\_\_\_\_\_  
LEE JONES

Attest: \_\_\_\_\_  
CATHERINE SMITH, Monroe County Auditor

EXHIBIT A

Monroe County Building Department

CONSTRUCTION PERMIT FEES

Effective March 1<sup>st</sup> 2023

**1 & 2 FAMILY DWELLINGS**

<u>New Construction</u> (conventional).....	14¢ per sq ft / \$125.00 min.
<u>Modular Home Placement</u> .....	14¢ per sq ft / \$125.00 min.
<u>Manufactured Home Placement</u> .....	14¢ per sq ft / \$75.00 min.
<u>Addition</u> .....	14¢ per sq ft / \$75.00 min.
<u>Remodeling</u> .....	14¢ per sq ft / \$50.00 min.
<u>Alteration/Repair</u> .....	\$50.00
<u>Restoration</u> – following disaster (storm, flood, fire, etc.) .....	\$100.00
<u>Renovation</u> – non-structural complete rehabilitation .....	10¢ per sq ft / \$75.00 min.
<u>Addition of covered decks, covered Porches,</u> Decks or Balconies in excess of 30” above grade .....	10¢ per sq ft / \$50.00 min.
<u>Electric Service</u> New installation, upgrade, temporary service	
Service ≤ 400 amp .....	\$50.00
Service > 400 amp & 3 phase .....	\$100.00
Reconnect authorization .....	\$20.00
<u>Solar Electric Installation</u> .....	\$50.00
<u>Accessory Structure</u> .....	10¢ per sq ft / \$50.00 min.
>120 square feet / valued in excess of \$500.00	
<u>Miscellaneous Structures</u> (Fences > 6’ in height, Ramps, Stairs, etc.) .....	\$50.00
<u>Swimming Pool / Spa / Whirlpool</u> (residential)	
Above Ground Installation .....	\$50.00
In Ground Installation .....	\$125.00
<u>Demolition</u> Residential structure .....	\$75.00
Detached accessory structure .....	\$50.00
<u>Relocation</u> .....	14¢ per sq ft / \$125.00 min.
<u>Electrical Installation</u> .....	\$100.00
<u>Mechanical (HVAC) Installation</u> .....	\$100.00
<u>Plumbing Installation</u> .....	\$100.00

<u>Structural Installation</u> .....	\$100.00
<u>Sewer Connection</u> / alteration.....	\$50.00
<u>Re-inspection</u> .....	\$50.00
<u>Permit Renewal</u> .....	50% of original fee
<u>Extension</u> of unexpired permit .....	\$50.00 per inspection
<u>Certificate of Occupancy</u> .....	\$125.00

## MULTI - FAMILY DWELLINGS

<u>Apartments / Townhouses / Condominiums</u> .....	100.00 per unit + 14¢ per sq ft
<u>Remodeling</u> .....	14¢ per sq ft / \$100.00 min.
<u>Addition</u> .....	14¢ per sq ft / \$100.00 min.
<u>Addition</u> of covered decks, covered Porches, Decks or Balconies in excess of 30" above grade .....	10¢ per sq ft / \$50.00 min.
<u>Alteration - Repair</u> .....	\$50.00 per unit
<u>Accessory Structure</u> .....	10¢ per sq ft / \$100.00 min.
<u>Miscellaneous Structures</u> (Fences > 6' in height, Ramps, Stairs, etc.) .....	\$50.00
<u>Electric Service</u> New installation, upgrade, temporary service	
Service ≤ 400 amp .....	\$50.00
Service > 400 amp & 3 phase .....	\$100.00
<u>Solar Electric Installation</u> .....	\$50.00
<u>Swimming Pool / Spa / Whirlpool</u> .....	\$150.00
<u>Demolition</u> .....	\$100.00 per structure
<u>Sewer Connection</u> / alteration.....	\$50.00
<u>Re-inspection</u> .....	\$50.00
<u>Relocation</u> .....	14¢ per sq ft / \$125.00 min.
<u>Partial Filing</u> .....	\$125.00 / submission
<u>Permit Renewal</u> .....	50% of original fee
<u>Extension</u> of unexpired permit .....	\$50.00 per inspection
<u>Certificate of Occupancy</u> .....	\$125.00

## COMMERCIAL / INDUSTRIAL

<u>New Construction</u> .....	\$300.00 plus 15¢ per sq ft
<u>Hotel / Motel</u> .....	\$40.00 / unit plus 15¢ per sq ft
<u>Addition</u> .....	\$225.00 plus 15¢ per sq ft
<u>Addition</u> of covered decks, covered Porches, Decks or Balconies in excess of 30" above grade .....	\$40.00 / unit plus 15¢ per sq ft
<u>Remodeling</u> .....	\$125.00 plus 15¢ per sq ft

<b><u>Shell Only</u></b> .....	\$300.00 plus 15¢ per sq ft
<b><u>Alteration - Repair</u></b> .....	\$100.00
<b><u>Accessory Structure</u></b> .....	\$125.00 plus 15¢ per sq ft
<b><u>Agricultural Building</u></b> .....	\$60.00
<b><u>Miscellaneous Structures</u></b>	
(Fences > 6' in height, Ramps, Stairs, etc.) .....	\$50.00
<b><u>Sprinkler System</u></b> installation .....	\$125.00
<b><u>Commercial Range Hood</u></b> installation ...	
Class one hood .....	\$100.00
Class two hood .....	\$75.00
Hood repair / alteration .....	\$50.00
<b><u>Storage Tank</u></b> .....	\$150.00 per unit
<b><u>Liquid storage</u></b> of flammable / combustible	
material in excess of 500 gallons,	
<b><u>Compressed gas storage</u></b> in fixed containers exceeding:	
200 cubic ft:                      Flammable gas	
500 cubic ft:                     Oxidizing gas (incl. Oxygen)	
6,000 cubic ft:                 Inert gas	
<b><u>Towers / Similar Structures*</u></b> .....	\$175.00 per unit
<b><u>Electric Service</u></b>	
New installation, upgrade, temporary service	
Service ≤ 400 amp .....	\$50.00
Service > 400 amp & 3 phase .....	\$100.00
<b><u>Solar Electric Installation</u></b> .....	\$50.00
<b><u>Relocation</u></b> .....	\$150.00 plus 15¢ per sq ft
<b><u>Swimming Pool / Spa / Whirlpool</u></b> .....	\$175.00
<b><u>Sewer</u></b> .....	\$50.00
<b><u>Demolition</u></b> .....	\$100.00 per structure
<b><u>Re-inspection</u></b> .....	\$50.00
<b><u>Partial Filing</u></b> .....	\$125.00 per submission
<b><u>Renewal of expired permit</u></b> .....	50% of original fee
<b><u>Certificate of Occupancy</u></b> .....	\$125.00

\*includes, without limitation: communication towers, observation facilities, training facilities, etc.



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

### Executive Summary:

Sealed bids were opened at a public meeting on May 15, 2023 by County Highway Representatives. Two bids were opened, Milestone and E&B, LLC. The County Highway Department would recommend awarding the paving projects to E&B L.L.C., who was the lowest, most responsible and responsive bidder. The roads included in this bid are listed below:  
  
Rice Road  
Bottom Road  
Howard Road

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Motor Vehicle Highway"/>	<input type="text" value="1176"/>	<input type="text" value="\$662,787.50"/>

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:



# CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

## PART I

*(To be completed for all bids. Please type or print)*

Date (month, day, year): 05/15/2023

1. Governmental Unit (Owner): Board of Commissioners of Monroe County Indiana
2. County : Monroe
3. Bidder (Firm): E & B Paving, LLC  
Address: 2520 W. Industrial Park Drive  
City/State/ZIPcode: Bloomington, IN 47404
4. Telephone Number: 812-334-7940
5. Agent of Bidder (if applicable): Garrett Gough

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of 2023 Monroe County Paving Program

(Governmental Unit) in accordance with plans and specifications prepared by Board of Commissioners of Monroe County Indiana

and dated 05/15/23 for the sum of

See bid form \$ See bid form

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

### CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

*(If applicable)*

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

**ACCEPTANCE**

The above bid is accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, subject to the following conditions: \_\_\_\_\_

Contracting Authority Members:

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

**PART II**

*(For projects of \$150,000 or more – IC 36-1-12-4)*

Governmental Unit: Board of Commissioners of Monroe County Indiana

Bidder (Firm) E & B Paving, LLC

Date (month, day, year): 05/15/2023

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

**SECTION I EXPERIENCE QUESTIONNAIRE**

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
14,229,922.00	Patch & Rehab	2020	RS-39090-B Patch & Rehab I-69
2,660,660.45	Road Resurface	2020	RS-40072-A SR 45 Monroe Co.
5,093,766.44	HMA Placement & Concrete	2021	R-33541 I-69 3.1 HMA & Concrete
3,721,333.57	Road Resurface	2021	R-41163-A SR 57 Resurface

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
3,641,742.08	Road Reconstruction	2022	R-39933 SR 56/61 Pike County
6,542,542.00	Road Reconstruction	2022	R-39366-ASR 42 Mooresville
26,725,142.00	Road Reconstruction	2020	INDOT B-33539 US 41
4,847,135.00	Road Reconstruction	2022	RS-40939-A SR 135 Resurface

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

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4. List references from private firms for which you have performed work.

Duke Energy - Bloomington, IN

CDI, Inc - Terre Haute, IN

Gastoff Restaurant - Montgomery, IN

Jay C Foods - Petersburg, IN

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## SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

Per Plans and Specifications

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2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

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3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

SEE BID FORM

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4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

Any equipment required to complete the project.

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5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes

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### SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

**BID OF**

E & B Paving, LLC (Contractor)

2520 W Industrial Park Drive (Address)

Bloomington, IN 47404

**FOR**

**PUBLIC WORKS PROJECTS**

**OF**

Board of Commissioners of Monroe County Indiana

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

Filed 05/15, 2023

Action taken \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Bloomington, IN this 15 day of May, 2023

E & B Paving, LLC

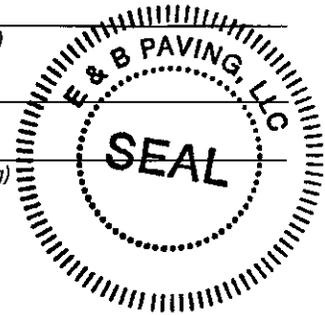
(Name of Organization)

By

Garrett Gough

Garrett Gough, Division Manager

(Title of Person Signing)



ACKNOWLEDGEMENT

STATE OF INDIANA )  
 ) ss  
COUNTY OF MONROE )

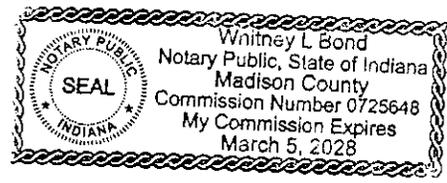
Before me, a Notary Public, personally appeared the above-named Garrett Gough and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 15 day of May, 2023

Whitney L Bond  
Notary Public

My Commission Expires: March 5, 2028

County of Residence: Madison



### NON-DISCRIMINATION AFFIDAVIT

The undersigned, having executed the attached bid or bids for and on behalf of himself, his firm or corporation, being first duly sworn says:

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 (\$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 become due hereunder may be forfeited. It is further agreed that a breach of this covenant may be considered a material breach of this contract.

### NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reverence to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

### OATH AND AFFIRMATION

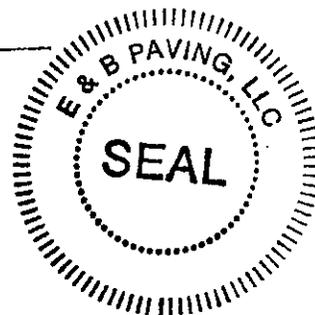
I affirm under the penalties for perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at Bloomington IN this 15 day of May, 2023.

E & B Paving, LLC  
(Name of Organization)

By Garrett Gough  
Garrett Gough

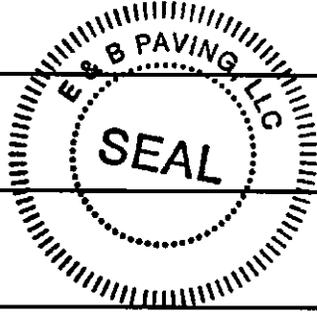
Division Manager  
(Title of Person Signing)



SUBMITTED on May 15th, 2023.

E&B Paving, LLC  
Contactor Name

Garrett Gough  
Signature of Authorized Representative



Garrett Gough Division Manager  
Title

2520 W. Industrial Park Drive, Bloomington, IN 47404 812-334-7940  
Business Address Telephone Number

Garrett.Gough@EBPaving.com  
Email Address

CONTRACTOR will complete the WORK for the following prices and unit quantities.  
Quantities will be adjusted for actual quantities of materials used or work performed.

## E&amp;B PAVING BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
1	MOB/DEMOB- INDIAN ECHO	1.000	LS	3,250.00	3,250.00
2	MAINT OF TRAFFIC- INDIAN ECHO	1.000	LS	3,250.00	3,250.00
3	MISC MILLING ASPH VARIABLE DEPTH 0-2"- INDIAN ECHO	38.000	SYS	14.00	532.00
4	TACK COAT- INDIAN ECHO	2.000	TON	650.00	1,300.00
5	HMA BASE TYPE B FULL DEPTH PATCHING 4"- INDIAN ECH	150.000	TON	185.00	27,750.00
6	HMA SURFACE TYPE B 12.5MM- INDIAN ECHO	1,118.000	TON	84.50	94,471.00
	<b>INDIAN ECHO</b>				<b>\$130,553.00</b>
7	MOB/DEMOB- GRAND HAVEN	1.000	LS	3,250.00	3,250.00
8	MAINT OF TRAFFIC- GRAND HAVEN	1.000	LS	3,250.00	3,250.00
9	MISC MILLING ASPH VARIABLE DEPTH 0-2"- GRAND HAVEN	20.000	SYS	14.00	280.00
10	HMA BASE TYPE B FULL DEPTH PATCHING 4" - GRAND HAV	149.000	TON	185.00	27,565.00
11	TACK COAT- GRAND HAVEN	3.000	TON	650.00	1,950.00
12	HMA SURFACE 12.5MM TYPE B- GRAND HAVEN	1,150.000	TON	83.50	96,025.00
	<b>GRAND HAVEN</b>				<b>\$132,320.00</b>
13	MOB/DEMOB-FOXWOOD ESTATES	1.000	LS	3,250.00	3,250.00
14	MAINT OF TRAFFIC- FOXWOOD EST	1.000	LS	3,250.00	3,250.00
15	MISC MILLING ASPH VARIABLE DEPTH 0-2"- FOXWOOD EST	31.000	SYD	14.00	434.00
16	HMA BASE TYPE B FULL DPETH PATCHING 4"- FOXWOOD ES	64.000	TON	275.00	17,600.00
17	TACK COAT- FOXWOOD EST	2.000	TON	650.00	1,300.00
18	HMA SURFACE 12.5MM TYPE B- FOXWOOD EST	823.000	TON	81.50	67,074.50
	<b>FOXWOOD ESTATES</b>				<b>\$92,908.50</b>
19	MOB/DEMOB- HOOSIER ALOHA	1.000	LS	5,250.00	5,250.00
20	MAINT OF TRAFFIC- HOOSIER ALOHA	1.000	LS	5,250.00	5,250.00
21	MILLING ASPH VAR DEPTH 0-1.5" (CURB 7")- HOOSIER A	7,774.000	SYS	2.00	15,548.00
22	HMA BASE TYPE B FULL DEPTH PATCH 4"- HOOSIER ALOHA	220.000	TON	165.00	36,300.00
23	TACK COAT- HOOSIER ALOHA	3.000	TON	650.00	1,950.00
24	HMA SURFACE 9.5MM TYPE B- HOOSIER ALOHA	1,197.000	TON	81.00	96,957.00
25	HMA INTER 12.5MM TYPE B W&L- HOOSIER ALOHA	300.000	TON	81.00	24,300.00
	<b>HOOSIER ALOHA</b>				<b>\$185,555.00</b>
26	MOB/DEMOB-WOODVIEW HILLS	1.000	LS	3,250.00	3,250.00
27	MAINT OF TRAFFIC- WOODVIEW HILLS	1.000	LS	3,250.00	3,250.00
28	MISC MILLING ASPH VARIABLE DP 0-1.5"- WOODVIEW HIL	10.000	SYD	14.00	140.00
29	TACK COAT-WOODVIEW HILL	2.200	TON	650.00	1,430.00
30	HMA SURFACE 9.5MM TYPE B- WOODVIEW HILLS	792.000	TON	100.00	79,200.00

**E&B PAVING BID PROPOSAL**

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	<b>WOODVIEW HILLS</b>				
30A	ADJUST MH COVERS TO GRADE AS REQUIRED	10.000	EACH	290.00	\$87,270.00
	<b>PROJECT A TOTAL</b>				<b>\$631,506.50</b>
31	MOB/DEMOB- RICE	1.000	LS	2,022.00	2,022.00
32	MAINT OF TRAFFIC- RICE	1.000	LS	2,188.25	2,188.25
33	MISC MILLING ASPH VARIABLE DP 0-1.5"- RICE	6.000	SYD	14.00	84.00
34	TACK COAT- RICE	3.800	TON	650.00	2,470.00
35	HMA SURFACE 12.5MM TYPE B- RICE	1,995.000	TON	72.25	144,138.75
	<b>RICE ROAD</b>				<b>\$150,903.00</b>
36	MOB/DEMOB-BOTTOM RD	1.000	LS	4,000.00	4,000.00
37	MAINT OF TRAFFIC- BOTTOM	1.000	LS	4,000.00	4,000.00
38	MISC MILLING ASPH VARIABLE DP 0-1.5"- BOTTOM	166.000	SYD	14.00	2,324.00
39	TACK COAT- BOTTOM	9.000	TON	650.00	5,850.00
40	HMA SURFACE 12.5MM TYPE B- BOTTOM	4,722.000	TON	70.50	332,901.00
	<b>BOTTOM ROAD</b>				<b>\$349,075.00</b>
41	MOB/DEMOB- HOWARD	1.000	LS	2,000.00	2,000.00
42	MAINT OF TRAFFIC- HOWARD	1.000	LS	2,000.00	2,000.00
43	MISC MILLING ASPH VARIABLE DP 0-1.5"- HOWARD	9.000	SYD	14.00	126.00
44	TACK COAT- HOWARD	4.300	TON	650.00	2,795.00
45	HMA SURFACE 12.5MM TYPE B- HOWARD	2,243.000	TON	69.50	155,888.50
	<b>HOWARD ROAD</b>				<b>\$162,809.50</b>
	<b>PROJECT B TOTAL</b>				<b>\$662,787.50</b>
	<b>Bid Total</b>				<b>\$1,294,294.00</b>



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

### Executive Summary:

Sealed bids were opened at a public meeting on May 15, 2023 by County Highway Representatives. Two bids were opened, Milestone and E&B, LLC. The County Highway Department would recommend awarding the paving projects to Milestone, L.P. who was the lowest, most responsible and responsive bidder. The subdivisions included in this bid are listed below:

- Indian Echo Hills
- Gran Haven Subdivision
- Foxwood Estates
- Hoosier Aloha
- Woodview Hills Subdivision

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="ARPA"/>	<input type="text" value="8950"/>	<input type="text" value="\$629,102.00"/>

Presenter:

### Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:



# CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

Slate Form 52414 (R2 /2-13) / Form 96 (Revised 2013)  
Prescribed by State Board of Accounts

## PART I

(To be completed for all bids. Please type or print)

Date: MAY 15, 2023

- 1. Governmental Unit (Owner): MONROE COUNTY HIGHWAY DEPARTMENT
- 2. County: MONROE
- 3. Bidder (Firm): MILESTONE CONTRACTORS, L.P.  
 Address: 4755 WEST ARLINGTON ROAD  
 City/State: BLOOMINGTON, INDIANA 47404
- 4. Telephone Number: (812) 330-2037
- 5. Agent of Bidder (if applicable): AARON J. CHANDLER

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of 2023 MONROE COUNTY PAVING PROGRAM

(Governmental Unit) in accordance with plans and specifications prepared by MONROE COUNTY HWY DEPARTMENT

and dated MAY 15, 2023 for the sum of

SEE ATTACHED \$ SEE ATTACHED

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of the units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The Contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

### CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (if applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States. (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

**ACCEPTANCE**

The above bid is accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, subject to the following conditions: \_\_\_\_\_

Contracting Authority Members:


**PART II**  
(For projects of \$150,000 or more – (IC 36-1-12-4))

Governmental Unit: MONROE COUNTY HIGHWAY DEPARTMENT

Bidder (Firm): MILESTONE CONTRACTORS, L.P.

Date (month, day, year): MAY 15, 2023

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

**SECTION I EXPERIENCE QUESTIONNAIRE**

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
\$10,581,114.26	BRIDGE CONSTRUCTION	2022	INDIANA DEPARTMENT OF TRANSPORTATION, B-39898-A. 5333 HATFIELD RD., FORT WAYNE, IN
\$2,750,495.00	ROAD CONSTRUCTION	2022	CITY OF INDIANAPOLIS, ST-13-601 1200 MADISON AVE., SUITE 200, INDIANAPOLIS, IN
\$5,220,736.56	BRIDGE CONSTRUCTION	2022	INDIANA DEPARTMENT OF TRANSPORTATION, B-40607-A. 415 BOYD, LAPORTE, IN
\$13,184,000.00	ROAD CONSTRUCTION	2022	CITY OF BLOOMINGTON UTILITIES, JORDAN RIVER STORM CULVERT 600 E MILLER DRIVE, BLOOMINGTON, IN

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
\$158,813,703.00	ROAD CONSTRUCTION	2024	INDIANA DEPARTMENT OF TRANSPORTATION, R-41501-A, 32 SOUTH BROADWAY ST., GREENFIELD, IN
\$17,514,700.00	ROAD CONSTRUCTION	2023	INDIANA DEPARTMENT OF TRANSPORTATION, R-39825-B, 32 SOUTH BROADWAY ST., GREENFIELD, IN
\$24,795,000.00	ROAD CONSTRUCTION	2024	INDIANA DEPARTMENT OF TRANSPORTION, B-40439-A, 185 AGRICO LANE, SEYMOUR, IN
\$26,447,421.16	BRIDGE & ROAD CONSTRUCTION	2025	INDIANA DEPARTMENT OF TRANSPORTATION, B-43508-A. 5333 HATFIELD RD., FORT WAYNE, IN

3. Have you ever failed to complete any work awarded to you? NO If so, where and why?

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4. List references from private firms for which you have performed work.

<u>FORCE CONSTRUCTION, INC.</u>	<u>BOWEN ENGINEERING CORPORATION</u>
<u>WEDDLE BROTHERS</u>	<u>PETERSON COMPANY</u>
<u>F.A. WILHELM CONSTRUCTION CO., INC.</u>	<u>REID HEALTH</u>
<u>J.R. KELLY COMPANY</u>	<u>SMARRELLI GENERAL CONTRACTORS</u>

## SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1 Explain your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)

WORK TO BE ASSIGNED TO A GENERAL SUPERINTENDENT WHO WILL HAVE DAY TO DAY RESPONSIBILITIES OF THE JOB.

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2. Please list the names and addresses of all subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

SEE ATTACHED SUPPLEMENTAL

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3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

TO BE SUBMITTED UPON AWARD OF CONTRACT

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4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

SEE ATTACHED EQUIPMENT LIST. THE EQUIPMENT UTILIZED WILL BE THAT NECESSARY TO COMPLETE THE JOB.

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5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

YES WE HAVE RECEIVED OFFERS

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### SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SEE ATTACHED FINANCIAL STATEMENT

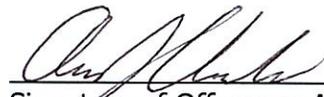


**NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA            )  
  )SS:  
Monroe COUNTY        )

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

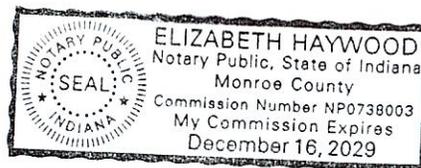
Milestone Contractors, L.P. By  
Contractors United, Inc. – General Partner  
Offeror (Firm)

  
\_\_\_\_\_  
Signature of Offeror or Agent  
Aaron J. Chandler, Director of Estimating

Subscribed and sworn to before me this 15<sup>TH</sup> \_ day of MAY \_, 2023

My Commission Expired: 12/16/2029 \_\_\_\_\_  
  
Printed: Elizabeth Haywood  
Notary Public

County of Residence: Monroe



BASE BID PROJECT A

**Indian Echo Hills Subdivision**

**Mesa Lane 3009 ft. x 18ft., Nantucket Lane 351 ft. x 18ft., Tammany Ct. 158 ft. x 18ft.**

Item No.	Description	Unit	Quantity	Unit Price	Subtotal Cost
1.	Mobil/Demobilization	LSUM	1	\$250.00	\$250.00
2.	Maintenance of Traffic	LSUM	1	\$250.00	\$250.00
3.	Miscellaneous Milling, Asphalt, Variable Depth 0"-2.0"	SYD	38	\$32.00	\$1,216.00
4.	Tack Coat	TON	2	\$750.00	\$1,500.00
5.	HMA Base, Type B, Full-Depth Patching, 4"	TON	150	\$97.00	\$14,550.00
6.	HMA Surface, Type B 12.5 mm	TON	1118	\$94.00	\$105,092.00

**Grand Haven Subdivision**

**Grand Haven Drive 2523 ft. x 21ft., Judee Drive 2030 ft. x 21ft.**

Item No.	Description	Unit	Quantity	Unit Price	Subtotal Cost
7.	Mobil/Demobilization	LSUM	1	\$250.00	\$250.00
8.	Maintenance of Traffic	LSUM	1	\$250.00	\$250.00
9.	Miscellaneous Milling, Asphalt, Variable Depth 0"-2.0"	SYD	20	\$93.00	\$1,860.00
10.	HMA Base, Type B, Full-Depth Patching, 4"	TON	149	\$104.00	\$15,496.00
11.	Tack Coat	Ton	3	\$750.00	\$2,250.00
12.	HMA Surface, 12.5 mm, Type B	Ton	1150	\$94.00	\$108,100.00

**Foxwood Estates**

**Foxwood Lane 2400 ft. x 20ft., Silver Fox Ct. 510 ft.x 21ft., Red Fox Ct. 500 x 21 ft.**

Item No.	Description	Unit	Quantity	Unit Price	Subtotal Cost
13.	Mobil/Demobilization	LSUM	1	\$250.00	\$250.00
14.	Maintenance of Traffic	LSUM	1	\$250.00	\$250.00
15.	Miscellaneous Milling, Asphalt, Variable Depth 0"-2.0"	SYD	31	\$85.00	\$2,635.00
16.	HMA Base, Type B, Full-Depth Patching, 4"	TON	64	\$123.00	\$7,872.00
17.	Tack Coat	Ton	2	\$750.00	\$1,500.00
18.	HMA Surface, 12.5 mm, Type B	Ton	823	\$92.00	\$75,716.00

**Hoosier Aloha Subdivision**

**Aloha Dr. 280 ft.x 24 ft., Andy Ct. 295 ft.x 24 ft., Andy Way 1909 ft.x 24 ft.,  
Norway Dr. 1917 ft.x 24 ft., Norway Ct. 485ft.x 24 ft.,**

Item No.	Description	Unit	Quantity	Unit Price	Subtotal Cost
19.	Mobil/Demobilization	LSUM	1	\$250.00	\$250.00
20.	Maintenance of Traffic	LSUM	1	\$250.00	\$250.00
21.	Milling, Asphalt, Variable Depth 0"-1.5" (curb 7')	SYD	7774	\$4.50	\$34,983.00
22.	HMA Base, Type B, Full-Depth Patching, 4"	TON	220	\$97.00	\$21,340.00
23.	Tack Coat	Ton	3	\$750.00	\$2,250.00
24.	HMA Surface, 9.5 mm, Type B	Ton	1197	\$92.00	\$110,124.00
25.	HMA Intermediate, 12.5 mm, Type B, Wedge & Level	Ton	300	\$92.00	\$27,600.00

**Woodview Hills Subdivision**

**Conard CT. 211ft. x 16 ft., Conard Dr. 2059 ft.x 16 ft., Jaclyn Dr. 280 ft. x 10 ft.,  
Woodview Dr. 1306 ft. x20ft., Woodview Ct. 280 ft.x 19 ft.**

Item No.	Description	Unit	Quantity	Unit Price	Subtotal Cost
26.	Mobil/Demobilization	LSUM	1	\$250.00	\$250.00
27.	Maintenance of Traffic	LSUM	1	\$250.00	\$250.00
28.	Miscellaneous Milling, Asphalt, Variable Depth 0"-1.5"	SYD	10	\$350.00	\$3,500.00
29.	Tack Coat	Ton	2.2	\$750.00	\$1,650.00
30.	HMA Surface, 9.5 mm, Type B	Ton	792	\$104.00	\$82,368.00

**Project A:**

Item No.	Description	Unit	Quantity	Unit Price	Subtotal Cost
30A.	Adjust Manhole covers to grade as required	each	10	\$500.00	\$5,000.00

**TOTAL BASE BID FOR PROJECT "A"**

Written: SIX HUNDRED TWENTY-NINE THOUSAND ONE HUNDRED TWO AND 00/100

Numerical: \_\$629,102.00

BASE BID PROJECT B

**Rice Road 8450 ft. x 16 ft.**

**Garrison Chapel Rd. to End of County Maintenance**

Item No.	Description	Unit	Quantity	Unit Price	Subtotal Cost
31.	Mobil/Demobilization	LSUM	1	\$250.00	\$250.00
32.	Maintenance of Traffic	LSUM	1	\$250.00	\$250.00
33.	Miscellaneous Milling, Asphalt, Variable Depth 0"-1.5"	SYD	6	\$225.00	\$1,350.00
34.	Tack Coat	Ton	3.8	\$750.00	\$2,850.00
35.	HMA Surface, 12.5 mm, Type B	Ton	1995	\$74.00	\$147,630.00

**Bottom Road 16000 ft. x 20 ft.**

**Simpson Chapel Rd. to Mt. Pleasant Rd.**

Item No.	Description	Unit	Quantity	Unit Price	Subtotal Cost
36.	Mobil/Demobilization	LSUM	1	\$250.00	\$250.00
37.	Maintenance of Traffic	LSUM	1	\$250.00	\$250.00
38.	Miscellaneous Milling, Asphalt, Variable Depth 0"-1.5" (bridge deck/approaches)	SYD	166	\$87.00	\$14,442.00
39.	Tack Coat	Ton	9	\$750.00	\$6,750.00
40.	HMA Surface, 12.5 mm, Type B	Ton	4722	\$73.00	\$344,706.00

**Howard Road 8000 ft. x 19 ft.**

**Starnes Rd. to End of County Maintenance**

Item No.	Description	Unit	Quantity	Unit Price	Subtotal Cost
41.	Mobil/Demobilization	LSUM	1	\$250.00	\$250.00
42.	Maintenance of Traffic	LSUM	1	\$444.00	\$444.00
43.	Miscellaneous Milling, Asphalt, Variable Depth 0"-1.5"	SYD	9	\$150.00	\$1,350.00
44.	Tack Coat	Ton	4.3	\$750.00	\$3,225.00
45.	HMA Surface, 12.5 mm, Type B	Ton	2243	\$74.00	\$165,982.00

**TOTAL BASE BID FOR PROJECT "B"**

Written: SIX HUNDRED EIGHTY NINE THOUSAND NINE HUNDRED SEVENTY NINE AND 00/100 \_\_\_\_\_

Numerical: \$689,979.00

5-5-2023

Please see attached Addendum #2 for 2023 Monroe County Paving Projects to be opened May 15, 2023.

Please add Miscellaneous Bid item to,

**Project A:**

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Subtotal Cost</u>
30A.	Adjust Manhole covers to grade as required	each	10	\$500.00	\$5,000.00



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

### Executive Summary:

Sealed bids were opened at a public meeting on May 15, 2023 by County Highway Representatives. Two bids were opened, RLH and Pavement Solutions. The County Highway Department would recommend awarding the crack filling project to Pavement Solutions who was the lowest, most responsible and responsive bidder.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Motor Vehicle Highway"/>	<input type="text" value="1176"/>	<input type="text" value="\$139,422.00"/>

Presenter:

### Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

PROJECT: **2023 Monroe County Crack Filling, Monroe County, Indiana**

FROM: Pavement Solutions, Inc. (Company)

BID SUBMITTED TO:

Monroe County Legal Department  
Monroe County Courthouse  
100 W. Kirkwood Avenue, Room 220  
Bloomington, Indiana 47404

1. The undersigned CONTRACTOR proposes and agrees, if this BID is accepted, to enter into an agreement with the Monroe County Board of Commissioners (OWNER) to perform and furnish all WORK as specified and indicated in the Contract Documents for the Contract Unit Price and within the Contract Time agreed to by the OWNER.
2. In submitting this BID, CONTRACTOR represents that:
  - a. CONTRACTOR has examined the Bid Documents.
  - b. The undersigned CONTRACTOR offers to do all of the items of WORK for the respective unit prices stated. The CONTRACTOR has based the BID for unit prices on the OWNER'S estimated quantities that will be necessary to complete the WORK.
  - c. CONTRACTOR, upon acceptance of this BID, will provide the OWNER a Certificate of Insurance with the Monroe County Board of Commissioners named as Additional Insured.
  - d. CONTRACTOR, upon acceptance of this BID, will provide the OWNER Performance and Payment Bonds.
3. Crack Filling Program Descriptions:  
  
**See Itemized List below for information on each road segment. All road segments will be awarded together as one project.**
4. Advertising: Schedule of Crack Filling work shall be coordinated through the Monroe County Highway Department, 812-803-6810.
5. INDOT Standards: All work shall be performed in accordance with published standards established by the Indiana Department of Transportation.

SUBMITTED on May 15, 2023.

Pavement Solutions, Inc.

Contractor Name

 VP Chris A. Oakes

Signature of Authorized Representative

Owner/VP

Title

1308 Locust Street, Middletown, IN 47356

765-444-8215 o

brandon.burton@pavement-solutions.net

Business Address

Telephone Number

E-Mail Address

CONTRACTOR will complete the WORK for the following prices and unit quantities. Quantities will be adjusted for actual quantities of materials used or work performed unless otherwise noted in the Pay Item Descriptions.

### BASE BID

#### Crack Filling (All Road Segments are Two Lanes Wide):

No.	Description	Length (Miles)	Unit	Quantity
1	Arlington Rd., SR 46 to I-69	1.71	Ton	2.56
2	Mt. Tabor Rd., Walker Ln. to Tabor Hill Rd.	0.90	Ton	1.35
3	Old Dutch Church Rd., Red Hill Rd. to Mt. Tabor Rd.	1.23	Ton	1.23
4	Red Hill Rd., SR 46 to Walker Ln.	3.79	Ton	3.79
5	Reeves Rd., Co. Limit to Town Limit	2.12	Ton	3.19
6	Texas Ridge Rd., Co. Limit to Town Limit	3.02	Ton	4.53
7	Walker Ln., Town Limit to Mt. Tabor Rd.	1.34	Ton	1.34
8	Airport Rd., Kirby Rd. to SR 45	0.89	Ton	0.89
9	Belle Ave., Co. Limit to Curry Pike	0.25	Ton	0.38
10	Duncan Rd., Leonard Springs Rd. to SR 45	0.87	Ton	0.87
11	Hobart Rd., Popcorn Rd. to Old SR 37 S	0.25	Ton	0.37
12	Kirby Rd., Airport Rd. to SR 48	1.93	Ton	2.89
13	Leonard Springs Rd. W, Leonard Springs Rd to SR 45	1.22	Ton	1.22
14	Popcorn Rd., Harrodsburg Rd. to Ketcham Rd.	0.91	Ton	0.91
15	Allens Creek Rd., End of Road to SR 446	2.37	Ton	3.55

No.	Description	Length (Miles)	Unit	Quantity		
16	Rogers Street, Old SR 37 S to Tapp Rd.	2.54	Ton	3.81		
17	Strain Ridge Rd., Monroe Dam Rd. to Pointe Rd.	1.32	Ton	1.32		
18	Liberty Drive, Constitution Ave. to City Limits	0.69	Ton	0.69		
19	Hartstrait Rd., Vernal Pike to County Limits	1.81	Ton	1.81		
					<b>Unit Price</b>	<b>Total Cost</b>
	Crack Filling Bid Total for All Road Segments		Ton	36.69	\$3,800.00	\$139,422.00

**CRACK FILLING BID TOTAL FOR ALL ROAD SEGMENTS**

Written: One hundred thirty-nine thousand four hundred twenty-two and 00/100 dollars

Numerical: \$ 139,422.00

END OF SECTION

### NON-DISCRIMINATION AFFIDAVIT

The undersigned, having executed the attached bid or bids for and on behalf of himself, his firm or corporation, being first duly sworn says:

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 (\$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 become due hereunder may be forfeited. It is further agreed that a breach of this covenant may be considered a material breach of this contract.

### NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

### OATH AND AFFIRMATION

I affirm under the penalties for perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at Middletown @ 3:15pm this 12th day of May, 2023 .

Pavement Solutions, Inc.

(Name of Organization)

By  Chris A. Oakes

Owner/VP

(Title of Person Signing)



# CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)  
Prescribed by State Board of Accounts

## PART I

*(To be completed for all bids. Please type or print)*

Date (month, day, year): May 15, 2023

1. Governmental Unit (Owner): Monroe County
2. County : Monroe County
3. Bidder (Firm): Pavement Solutions, Inc.  
Address: 1308 Locust Street  
City/State/ZIPcode: Middletown, IN 47356
4. Telephone Number: 765-444-8215 o
5. Agent of Bidder (if applicable): \_\_\_\_\_

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Monroe County (Governmental Unit) in accordance with plans and specifications prepared by Monroe County and dated May 2023 for the sum of \$ see attached bid sheets

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

### CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS *(If applicable)*

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, subject to the following conditions: \_\_\_\_\_

Contracting Authority Members:


PART II  
(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: \_\_\_\_\_

Bidder (Firm) \_\_\_\_\_

Date (month, day, year): \_\_\_\_\_

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner

3. Have you ever failed to complete any work awarded to you? \_\_\_\_\_ If so, where and why?

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4. List references from private firms for which you have performed work.

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### SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

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2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

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3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

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4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

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5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

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### SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.



BID OF  
Pavement Solutions, Inc. \_\_\_\_\_  
*(Contractor)*

1308 Locust Street \_\_\_\_\_  
*(Address)*

Middletown, IN 47356 \_\_\_\_\_

FOR  
PUBLIC WORKS PROJECTS  
OF  
Monroe County

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Filed \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Action taken \_\_\_\_\_

**Pavement Solutions, Inc.**  
**Statement of Financial Position**  
**December 31, 2022**

	<b>December 31, 2022</b>	
<b><u>Assets</u></b>		
<b><i>Current Assets</i></b>		
Cash	\$	869,121
Accounts Receivable		566,357
Other Current Assets		20,515
<b>Total Current Assets</b>	\$	1,455,992
<b><i>Fixed Assets</i></b>		
Equipment	\$	4,462,631
Real Property		345,787
Accumulated Depreciation		(2,968,424)
<b>Total Fixed Assets</b>	\$	1,839,994
<b>Total Assets</b>	\$	3,295,986
 <b><u>Liabilities and Shareholders' Equity</u></b>		
<b>Liabilities:</b>		
<b><i>Current Liabilities</i></b>		
Accounts Payable	\$	89,665
Payroll Tax Liabilities		31,130
Pension Liabilities		25,000
Sales Tax Payable		-
Line of Credit Payable		-
Current Portion of Notes Payable		214,569
<b>Total Current Liabilities</b>	\$	360,364
<b><i>Long-Term Liabilities</i></b>		
Loans From Shareholders	\$	55,589
Long-Term Portion of Notes Payable		379,599
<b>Total Long-Term Liabilities</b>	\$	435,188
<b>Total Liabilities</b>	\$	795,553
<b>Shareholders' Equity:</b>		
Net Income	\$	522,353
Shareholders' Distributions		(116,850)
Retained Earnings		2,094,930
<b>Total Shareholders' Equity</b>	\$	2,500,433
<b>Total Liabilities and Shareholders' Equity</b>	\$	3,295,986



# 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 bridge on Business 37 North, Bridge #913, is need of an emergency repair. A hole has developed in the bridge deck and the department needs to make the necessary repairs as soon as possible. We sent three contractors the scope of the work that is to be completed and received one quote on May 17, 2023. We were contacted by Force Construction and Ragle, Inc. that they were not able to do provide quotes due to work load and the timing of the project. We would like to contract with CLR, Inc. for the repair of the bridge.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Cumulative Bridge"/>	<input type="text" value="1135"/>	<input type="text" value="\$79,725.00"/>

Presenter:

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

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

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

Attorney who reviewed:

## Monroe County Board of Commissioners Agenda Request - Grant

**REQUIRED**

Federal Agency

Federal Program

CFDA#

Federal Award Number and Year (or other ID)

Pass Through Entity:

Request completed by:

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

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

P.O. BOX 1361  
1330 SOUTH 15TH STREET  
VINCENNES, INDIANA 47591  
PHONE (812) 886-0360  
FAX (812) 886-0361

2620 N. WALNUT, STE 1110  
BLOOMINGTON, IN 47404  
PHONE (812) 336-3438  
FAX (812) 336-3460

May 16, 2023

Mr. Paul Satterly P.E., Highway Engineer  
Monroe Co. Highway Department  
501 North Morton Street, Suite 216  
Bloomington, Indiana 47404

Re: Quote for Emergency Repair on Bridge #913

Dear Paul:

Thank you for the invitation to provide a quote for the repair of Bridge #913 located on North Walnut Street, north of Bloomington. We are pleased to provide you with a quote that included all of the required material, labor, equipment and supervision in accordance with your "scope of work" that was provided to us last week.

Please note that a certain amount of preparation is required in order to do this work in a short time period. As well, our crews are extremely busy right now and we will have to find a time to do this work, once all the preparatory work is complete, that will allow us to devote the time and resources that it will take to complete it in a short amount of time. I anticipate that we would be able to complete this work in mid-August, prior to IU returning to school, and should be able to work in conjunction with our Bridge #45 that we have under contract with you located right up the road. By doing this, it may delay Bridge #45 a few days, however, it will allow us to have assets available and close to this project so that we can devote whatever time and resources that are needed to complete this project as soon as possible.

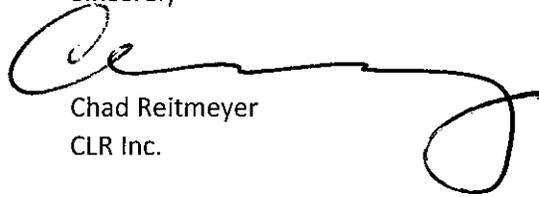
Please understand that if we are awarded the project, we will immediately begin developing a temporary support plan, get the temporary supports fabricated and will get the reinforcing steel ordered. As soon as those things are completed, we will then be ready to take advantage of any opportunity, prior to August, which may present itself for one of our crews to jump in and do the work sooner. As you know, plans change quickly in our business and a lot of times unexpected delays occur that open up "gaps" in our schedule. We will stand ready if this occurs to fill any of week-long gap with this job, once everything is in place so that we can begin.

Therefore, with all of this considered. Our quoted price would to do this work would be \$ 79,725.00.

Mr. Paul Satterly – Quote for Monroe Bridge #913 Repair  
May 16, 2023  
Page 2 of 2

Thank you for this opportunity and for thinking of us. Please feel free to call us if you have any questions or want to discuss this or any other project in greater detail.

Sincerely

A handwritten signature in black ink, appearing to read 'Chad Reitmeyer', with a long horizontal flourish extending to the right and a large loop at the end.

Chad Reitmeyer  
CLR Inc.