

OFFICE OF THE COUNTY COUNCIL



**TO:** Council Members & Petitioners  
**FROM:** Jennifer M. Prawat  
**DATE:** August 15, 2022  
**RE:** Committee Meeting Schedule for **August 23, 2022**  
**TIME:** 5:30 p.m.

OFFICERS

**Rafael Morton**  
*PRESIDENT*

**Diana L. Hess**  
*PRESIDENT PRO-TEMPORE*

**Robert L. Kruszynski, Jr.**  
*VICE-PRESIDENT PRO-TEMPORE*

DISTRICT REPRESENTATION

**Robert L. Kruszynski Jr.**  
*District A*

**Corey D. Noland**  
*District B*

**Richard J. Pfeil**  
*District C*

**Rafael Morton**  
*District D*

**Diana Hess**  
*District E*

**Randall L. Figg**  
*District F*

**Mark A. Catanzarite**  
*District G*

**Joseph F. Canarecci**  
*District H*

**Mark Root**  
*District I*

**Michael A. Trippel, Esq.**  
*Counsel*

The County Council Rules **require** that you, as petitioner, department head or elected official, or a representative from your department, be present in person or via Zoom to answer any questions that might be proposed by the Council relative to your request. If you fail to be present in person or via Zoom, the bill may be held in committee and placed on the agenda for the following month, unless the petitioner request differently.

[Join Zoom Meeting](#)

Phone: 312 626 6799

Meeting ID: 976 2412 1791

Passcode: 621860

Budget & Administration Committee, Chairwoman: Diana L. Hess  
Engineering & Transportation Committee, Chairman: Mark A. Catanzarite  
Human Services/Criminal Justice Committee, Chairman: Robert L. Kruszynski Jr.  
Land Use Planning Committee, Chairman: Corey Noland

**TRANSFER/APPROPRIATION BILL NO. 116-22**

**TRANSFER(S):**

**Human Services/Criminal Justice Committee**, Chairman: Robert L. Kruszynski Jr.  
Transfer \$15,000.00 Dept. 0019 Circuit Court

**Engineering & Transportation Committee**, Chairman: Mark A. Catanzarite  
Transfer \$198,500.00 Dept. 0022 Drainage Board

**APPROPRIATION(S):**

**Budget & Administration Committee**, Chairwoman: Diana L. Hess  
Approp. \$435,705.00 Dept. 0010 Archives/Building Maintenance

**Human Services/Criminal Justice Committee**, Chairman: Robert L. Kruszynski Jr.  
Approp. \$25,000.00 Dept. 0055 Health  
Approp. \$23,341.32 Dept. 0005 Sheriff

**BILL NO. 117-22:** Salary Amendment Dept. 0009 Emergency Management *COMBINED*  
Approp. \$1,729.00 Dept. 0009 Emergency Management

**American Rescue Plan Fund:**

**Budget & Administration Committee**, Chairwoman: Diana L. Hess

**BILL NO. 118-22:** Transfer \$35,000.00 Dept. 0040 Emergency Management

**Miscellaneous:**

**Budget & Administration Committee**, Chairwoman: Diana L. Hess

**BILL NO. 113-22:** Tax increment revenue bond: Honeysuckle Solar, LLC  
Petitioner: Phil Faccenda

**Land Use Planning Committee**, Chairman: Corey Noland

**BILL NO. 112-22:** Tax abatement (confirming resolution)  
Petitioner: MAKS Plastics, Inc.

**BILL NO. 115-22:** Tax abatement (declaring resolution)  
Petitioner: IEC Site #1 Project Site

**Held in Committee:**

**Budget & Administration Committee**, Chairwoman: Diana L. Hess

**BILL NO. 72-22:** Salary Amendment Dept. 0002 Human Resources  
Approp. \$42,394.90 Dept. 0002 Human Resources

**Rules Committee, Chairman: Rafael Morton**

**Presentations**

**Monthly discussion on County Budget/ARP Fund**

**Any other business that comes before the Council**

**Unfinished Business**



**ST. JOSEPH CIRCUIT COURT**  
60<sup>th</sup> Judicial Circuit



*Emilie Stooke*  
Court Administrator

Courthouse 1, Rm. 223  
101 South Main Street  
South Bend, IN 46601-1807  
Telephone: 574-235-5083  
Facsimile: 574-245-6618

August 5, 2022

St. Joseph County Council  
4<sup>th</sup> Floor, County-City Building  
227 West Jefferson Boulevard  
South Bend, IN 46601

Re: Petit Jurors

Dear Council:

Due to the pandemic, the Circuit Court was unable to safely conduct jury trials in 2020 and part of 2021. Most jury trials were postponed until 2022 where we now have a high number of cases that are proceeding to trial. Since March of 2022, the Circuit Court has conducted seven jury trials. We currently have 25 jury trials scheduled within a 13-week time frame between now and the end of the year. At this time, we have roughly enough money to cover the cost of one two-day jury trial. Therefore, the Circuit Court is requesting to transfer \$15,000 from the Court Mandate fund to be able to conduct these trials as scheduled. We may have to come back before the end of the year to ask for additional appropriations to one or both of these accounts.

I am now requesting to do an out of line transfer of \$15,000.00 to our Petit Jurors fund from our Court Ordered Exp (Mandates) fund so that we will be able to conduct the trials that are scheduled for the remainder of the calendar year.

Thank you for your consideration and I look forward to answering any specific questions you may have about this request.

Sincerely,

Emilie Stooke  
Court Administrator  
St. Joseph Circuit Court

**Location Budget as of 08/06/2022**

The Last Posted Date is 06/30/2022.

Fund: 1000 General Fund for 01/01/2022 thru 09/06/2022

Loc: 0019 Circuit Court

Account Object	Description	Carry Forward Appropriation	Original Appropriation	Add'l Appropriation	Adj Appropriation	Total Appropriation	Encumbrance	Expenditure	Unencumbered Balance/Percent	Unexpended Balance/Percent
11019 000	Judge Circuit Court General GovT.	0.00	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	0.00	0.00
11065 000	Court Magistrate General GovT.	0.00	12,000.00	0.00	0.00	12,000.00	0.00	7,384.80	4,615.20	4,615.20
11077 000	Admin. Assistant General GovT.	0.00	203,450.00	(34,575.00)	2,227.02	171,102.02	0.00	105,147.33	65,954.69	65,954.69
11079 000	Court Administrator General GovT.	0.00	54,860.00	0.00	8,318.55	63,178.55	0.00	42,411.00	20,767.55	20,767.55
11302 000	Court Reporters General GovT.	0.00	151,582.00	50,971.00	(10,545.57)	192,007.43	0.00	112,865.32	79,122.11	79,122.11
11352 000	Court Bailiff General GovT.	0.00	34,575.00	0.00	0.00	34,575.00	0.00	21,276.96	13,298.04	13,298.04
16200 000	Petit Jurors General GovT.	0.00	11,664.00	0.00	0.00	11,664.00	0.00	9,122.38	2,541.62	2,541.62
10000 000	Totals	0.00	473,131.00	16,396.00	0.00	489,527.00	0.00	303,227.79	166,299.21	166,299.21
21030 000	Office Supplies General GovT.	471.72	6,000.00	0.00	(300.00)	6,171.72	356.09	3,351.50	2,482.13	2,540.22
24102 000	Meals & Etc Jurors & Witnesses General GovT.	0.00	200.00	0.00	300.00	500.00	0.00	113.54	386.46	386.46
20000 000	Totals	471.72	6,200.00	0.00	0.00	6,671.72	356.09	3,445.04	2,868.59	3,226.69
32050 000	Conferences & Training General GovT.	0.00	5,000.00	0.00	0.00	5,000.00	0.00	1,243.76	3,756.24	3,756.24
36300 000	Repair - Offices Equipment General GovT.	0.00	800.00	0.00	0.00	800.00	0.00	408.50	391.50	391.50
39010 000	Dues & Subscription General GovT.	0.00	1,700.00	0.00	0.00	1,700.00	0.00	850.00	850.00	850.00
000	Totals	0.00	11,664.00	0.00	0.00	11,664.00	0.00	9,122.38	2,541.62	2,541.62
000	Totals	0.00	473,131.00	16,396.00	0.00	489,527.00	0.00	303,227.79	166,299.21	166,299.21
000	Totals	471.72	6,000.00	0.00	(300.00)	6,171.72	356.09	3,351.50	2,482.13	2,540.22
000	Totals	0.00	200.00	0.00	300.00	500.00	0.00	113.54	386.46	386.46
000	Totals	471.72	6,200.00	0.00	0.00	6,671.72	356.09	3,445.04	2,868.59	3,226.69
000	Totals	0.00	5,000.00	0.00	0.00	5,000.00	0.00	1,243.76	3,756.24	3,756.24
000	Totals	0.00	800.00	0.00	0.00	800.00	0.00	408.50	391.50	391.50
000	Totals	0.00	1,700.00	0.00	0.00	1,700.00	0.00	850.00	850.00	850.00

**Location Budget as of 08/06/2022**

The Last Posted Date is 06/30/2022.

Fund: 1000 General Fund for 01/01/2022 thru 06/06/2022

Loc: 0019 Circuit Court

Account	Object	Description	Carry Forward	Original	Addtl	Adj	Total	Encumbrance	Expenditure	Unencumbered	Unexpended
			Appropriation	Appropriation	Appropriation	Appropriation	Appropriation			Balance/Percent	Balance/Percent
	39015	Legal Books & Report Services	452.00	5,000.00	0.00	1,100.00	6,552.00	0.00	4,259.91	2,292.39	2,292.39
	000	General Govt.								34.89	34.99
	39401	Court Ordered Exp (Mandates)	0.00	22,590.00	0.00	(1,100.00)	21,490.00	0.00	1,943.75	19,456.25	19,456.25
	000	General Govt.								90.92	90.92
	39980	Nonappropriated Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	3,596.76	(3,596.76)	(3,596.76)
	000	General Govt.								0.00	0.00
	30000	Totals *****	452.00	35,000.00	0.00	0.00	35,452.00	0.00	12,302.38	23,149.62	23,149.62
		Location Totals *****	923.72	514,331.00	16,396.00	0.00	531,650.72	358.09	319,975.21	212,317.42	212,575.51
										39.94	40.00

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**Saint Joseph County, Indiana**  
**Form B - Inline Budget Transfer \$10,000.00 or greater**

**Reviews:**

Department John McNamara 7/23/22  
 Signature Date

Auditor John Murphy 7/23/22  
 Signature Date

Department Name - **Drainage Board**  
 Fund Names - **Drain Maintenance Fund**

**Transfer From (Budget Decrease)**

**Transfer To (Budget Increase)**

Transfer From (Budget Decrease)			Transfer To (Budget Increase)		
Fund.Acct.Obj.Loc	Account Name	Amount	Fund.Acct.Obj.Loc	Account Name	Amount
2700.97999.000.0022	General Unallocated Drain/Ditch	198,500.00	2700.97011.000.0022	Gast	37,500.00
		0.00	2700.97024.000.0022	Pinewood	8,000.00
		0.00	2700.97029.000.0022	Ruppe	15,000.00
		0.00	2700.97033.000.0022	Walters	6,000.00
		0.00	2700.97035.000.0022	Woodward	110,000.00
		0.00	2700.97055.000.0022	Vekler	2,000.00
		0.00	2700.97064.000.0022	Crown Ridge	1,000.00
		0.00	2700.97094.000.0022	Terre Brooke	2,000.00
		0.00	2700.97107.000.0022	Terre Verde Hills	15,000.00
		0.00	2700.97114.000.0022	Creston Hills East	1,000.00
		0.00	2700.97153.000.0022	Heather Lake Estates	1,000.00
		0.00			0.00
<b>Total</b>		<b>198,500.00</b>	<b>Total</b>		<b>198,500.00</b>

**Justification**

Budget transfer to allocate most of the unallocated cash balance in the Drain Maintenance Fund, as per John McNamara, County Surveyor. The current unallocated balance is \$222,202.69. During the past few years, The Auditor's Office and the County Surveyor prepare a monthly report to reconcile the drain totals in LOW to the subsidiary records.

**FILED**

JUL 23 2022

COUNTY COUNCIL  
 ST. JOSEPH COUNTY INDIANA

## John H. Murphy

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**From:** John McNamara  
**Sent:** Thursday, July 7, 2022 9:23 AM  
**To:** John H. Murphy  
**Subject:** RE: Transfers

I need to add one that just came up today. The developer went bankrupt and we need to work on the retention basin. So please add a transfer of \$15,000 from 97999 to 97107 Terre Verde Hills

Thanks

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**From:** John H. Murphy <JMurphy@sjcindiana.com>  
**Sent:** Tuesday, July 5, 2022 4:55 PM  
**To:** John McNamara <JMCNAMARA@sjcindiana.com>  
**Subject:** RE: Transfers

John,

I will get this on a budget form to be approved the County Council and Commissioners.

Thanks.

John

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**From:** John McNamara <JMCNAMARA@sjcindiana.com>  
**Sent:** Tuesday, July 5, 2022 11:48 AM  
**To:** John H. Murphy <JMurphy@sjcindiana.com>  
**Subject:** Transfers

John,  
The following are the transfers that I would recommend.

Transfer from account 97999  
To: account 97029 Rupe \$15,000  
To: account 97011 Gast \$37,500  
To: account 97035 Woodward \$110,000  
To: account 97033 Walters \$6,000  
To: account 97024 Pinewood \$8,000  
To: account 97094 Terre Brooke \$2,000  
To: account 97114 Creston Hills East \$1,000  
To: account 97064 Crown Ridge \$1,000  
To: account 97153 Heather Lake \$1,000  
To: account 97055 Verkler \$2,000

Total transfer \$183,500 + \$15,000 = \$198,500

The State will reimburse us \$30,000 for the Gast and \$100,000 for the Woodward under the LARE grant program.

John McNamara

**Location Budget as of 06/30/2022**

The Last Posted Date is 06/30/2022.

Fund: 2700 Drainage Maintenance for 01/01/2022 thru 06/30/2022, Director: County Surveyor

Loc: 0022 County Drainage

Saint Joseph County

Account Object	Description	Carry Forward Appropriation	Original Appropriation	Adj Appropriation	Total Appropriation	Encumbrance	Expenditure	Unencumbered Balance/Percent	Unexpended Balance/Percent
97011 000	Gast (11) General Gov.T.	-11,520.05	0.00	0.00	(8,829.60)	0.00	20,779.35	(29,608.95) 335.34	(29,608.95) 335.34
97024 000	Pinewood (24) General Gov.T.	5,012.15	0.00	0.00	5,012.15	0.00	8,280.00	(3,267.85) (65.20)	(3,267.85) (65.20)
97029 000	Rupe (28) General Gov.T.	-3,633.52	0.00	(11,892.18)	(12,907.25)	0.00	0.00	(12,907.25) 100.00	(12,907.25) 100.00
97033 000	Walters (33) General Gov.T.	1,689.30	0.00	(9,868.34)	(6,654.65)	0.00	0.00	(6,654.65) 100.00	(6,654.65) 100.00
97035 000	Woodward (35) General Gov.T.	59,536.09	0.00	0.00	66,781.37	0.00	0.00	66,781.37 100.00	66,781.37 100.00
97055 000	Verkler (55) General Gov.T.	1,222.81	0.00	(1,268.41)	1,050.89	0.00	0.00	1,050.89 100.00	1,050.89 100.00
97064 000	Crown Ridge (64) General Gov.T.	143.75	0.00	0.00	406.25	0.00	0.00	406.25 100.00	406.25 100.00
97094 000	Terri Brooke (94) General Gov.T.	-1,949.27	0.00	0.00	(1,149.27)	0.00	0.00	(1,149.27) 100.00	(1,149.27) 100.00
97107 000	Terre Verde Hills (107) General Gov.T.	3,426.00	0.00	0.00	3,426.00	0.00	0.00	3,426.00 100.00	3,426.00 100.00
97114 000	Creston Hills East (114) General Gov.T.	143.75	0.00	0.00	325.00	0.00	0.00	325.00 100.00	325.00 100.00
97153 000	Heather Lake Estates (153) General Gov.T.	2,314.50	0.00	0.00	3,541.99	0.00	0.00	3,541.99 100.00	3,541.99 100.00
97999 000	Gen'l Unallocated Drain/Ditch General Gov.T.	189,135.42	0.00	22,770.93	222,202.69	0.00	0.00	222,202.69 100.00	222,202.69 100.00
90000	Totals *****	249,520.93	0.00	0.00	273,205.37	0.00	28,059.35	244,146.02 89.36	244,146.02 89.36
	Location Totals *****	249,520.93	0.00	0.00	273,205.37	0.00	28,059.35	244,146.02 89.36	244,146.02 89.36

Financial System

07/23/2022 06:07 PM by JIMURPHY

**Saint Joseph County  
Drain Fund Accounting Report  
June 30, 2022  
Updated - July 23, 2022**

Name	Fund 1158		Fund 2700		Total	
	General Drain	Drain	Drain	Maintenance	Drains	
	Improvements					
Cash Balance - 1/1/2022	296.34	1,911,568.57				1,911,864.91
<b>Revenue</b>						
Special Assessments	0.00	607,071.74				607,071.74
Other Revenue	0.00	3,956.65				3,956.65
<b>Total Revenue</b>	<b>0.00</b>	<b>611,028.39</b>				<b>611,028.39</b>
<b>Expenditures</b>						
Drain Expenditures	0.00	498,454.32				498,454.32
Other Expenditures	296.34	0.00				296.34
<b>Total Expenditures</b>	<b>296.34</b>	<b>498,454.32</b>				<b>498,750.66</b>
Cash Balance - 6/30/22	0.00	2,024,142.64				2,024,142.64
Closed In 2022						
Name	Account Number	Cash Balance Beginning	YTD Revenue	Adjustments	YTD Expenditures	Cash Balance Ending
<b>Large Projects &amp; Negative Cash Balances</b>						
Aldrich (1)	2700-97001	12,259.11	2,672.10	0.00	0.00	14,931.21
Autan (2)	2700-97002	16,197.36	6,740.03	0.00	0.00	22,937.39
East Brunch (6)	2700-97006	45,308.19	15,817.35	0.00	17,320.00	43,805.54
Orlebelbis (9)	2700-97009	21,504.34	5,352.78	0.00	0.00	26,857.12
Eller (10)	2700-97010	16,980.83	19,325.80	0.00	0.00	36,306.63
East (11)	2700-97011	(11,520.05)	2,690.45	0.00	20,779.35	(29,608.95)
Grapevine (13)	2700-97013	66,715.48	34,027.06	0.00	16,522.00	84,220.54
Twin Branch Energy Park (14)	2700-97014	11,550.59	0.00	0.00	0.00	11,550.59
Kiefer (16)	2700-97016	49,790.76	11,136.34	0.00	842.00	60,085.10
Laing (18)	2700-97018	11,393.59	10,956.30	0.00	0.00	22,349.89
Mud River (20)	2700-97020	24,567.01	10,323.53	0.00	1,060.51	33,830.03
Niespodzilany (23)	2700-97023	58,633.07	18,189.60	0.00	0.00	76,822.67
Pinewood (24)	2700-97024	5,012.15	0.00	0.00	8,280.00	(3,267.85)
Fine Creek (25)	2700-97025	68,361.46	64,580.13	0.00	53,658.00	79,283.59
Ruppe (29)	2700-97029	(3,633.52)	2,358.45	(11,632.18)	0.00	(12,907.25)
Upper Heston (32)	2700-97032	39,397.63	6,382.85	0.00	10,665.00	35,115.48
Walters (33)	2700-97033	1,689.30	1,525.39	(9,869.34)	0.00	(6,654.65)
Willow Creek (34)	2700-97034	89,178.16	88.45	0.00	27,415.00	61,851.61
Woodward (35)	2700-97035	53,536.09	13,245.28	0.00	0.00	66,781.37
Wright (36)	2700-97036	15,110.41	0.00	0.00	0.00	15,110.41
Phillips (40)	2700-97040	34,195.94	13,395.19	0.00	968.00	46,623.13
Verkler (55)	2700-97055	1,222.81	1,097.29	(1,269.41)	0.00	1,050.69
Birk-Newcomer (62)	2700-97062	54,341.45	0.00	0.00	3,320.48	51,020.97
Menion (72)	2700-97072	23,592.63	0.00	0.00	0.00	23,592.63
St. Patrick's (74)	2700-97074	15,263.13	0.00	0.00	0.00	15,263.13
Juday Creek (81)	2700-97081	347,669.50	72,943.39	0.00	60,842.02	359,770.87
Terri Brooke (94)	2700-97094	(1,949.27)	800.00	0.00	0.00	(1,149.27)
Kankakee River Basin (99)	2700-97099	116,655.21	0.00	0.00	2,656.35	114,008.86
Pheasant Point (119)	2700-97119	9,611.82	1,728.25	0.00	0.00	11,340.07
Rosewood (130)	2700-97130	15,922.49	0.00	0.00	0.00	15,922.49
Hospitality Hub (141)	2700-97141	11,624.62	0.00	0.00	0.00	11,624.62
Ridgmont Crossing (143)	2700-97143	13,834.13	0.00	0.00	0.00	13,834.13
Shepherd's Cove (152)	2700-97152	13,232.01	0.00	0.00	919.00	12,313.01
Northbrook Shores (157)	2700-97157	9,860.99	0.00	0.00	0.00	9,860.99
Newbury Pointe (163)	2700-97163	9,507.69	0.00	0.00	595.00	8,912.69
Willowgate Trails (164)	2700-97164	13,888.66	1,132.50	0.00	0.00	15,021.16
Northbridge Valley (166)	2700-97166	16,316.00	1,125.00	0.00	0.00	17,441.00
Augustine Lake (168)	2700-97168	11,087.50	0.00	0.00	0.00	11,087.50
Ruppe (29)	1158-97029	(11,632.18)	0.00	11,632.18	0.00	0.00
Walters (33)	1158-97033	(9,869.34)	0.00	9,869.34	0.00	0.00
Verkler (55)	1158-97055	(1,269.41)	0.00	1,269.41	0.00	0.00
Due to Drain Fund #2700	1158-97998	23,067.27	0.00	(22,770.93)	296.34	0.00
Other Drains/Ditches	Various	404,513.88	293,098.54	0.00	272,611.61	425,000.81
General/Unallocated	2700-97999	199,135.42	296.34	22,770.93	0.00	(222,202.69)
<b>Total</b>		<b>1,911,864.91</b>	<b>611,028.39</b>	<b>0.00</b>	<b>498,750.66</b>	<b>2,024,142.64</b>

Fund 1158 closed out to zero in 2022; with cash and drain balances transferred to Fund 2700. Approved by the County Council and Commissioners.

County Surveyor	Date
County Auditor's Office	Date



Mark,

Thanks for your follow-up and appreciate the proposal and scope of work outline.  
The following is what we will be recommending to the Commissioners:

1. Base Bid Amount – 20-Year-R-20 FA TPO System ----- \$383,159.00
2. Alternate #3 – Separate Overflow Drain piping ----- \$ 7,900.00
3. Alternate #4 – Increase insulation to R-30 Insulation ----- \$ 44,646.00

TOTAL ISSUED CONTRACT AMOUNT: \$435,705.00

Four-Hundred-Thirty-Five Thousand-Seven Hundred – Five Dollars

I believe we will be using an AIA contract but will defer to Mike Misch on the contract form once the award has been approved.

Best,  
Greg

*\$ 383,159.00 + 7,900.00 + 44,646.00 = \$ 435,705.00*

Gregory A. Kil, NCARB, AIA | Principal Architect  
Kil Architecture / Planning  
1126 Lincolnway East, South Bend, IN 46601



ST. JOSEPH COUNTY GRANT SUMMARY

**Local Project Name** Health PHEP

**Award Number** NU90TP922052

**Award Name** PHEP Cooperative Agreement

**Award Method** Reimbursement

**Term of Award** BEGIN DATE: 07/01/22 - END DATE: 06/30/23

**Amount of Grant** \$25,000

**Fund Number** 8134

**Initiating Office/Department** Health Department - 0055

**Contact Person Name** Amy Ruppe

**Contact Person Phone** (574) 235-9752

**Contact Person E-mail** aruppe@sjcindiana.com

**Pass-Through Agency  
(who is sending us the money)** Indiana Department of Health

**Contact Person Name** Kaitlin Watson

**Contact Person Phone**

**Contact Person Email** kwatson@isdh.in

**Federal Grant** YES

**Federal Agency** Department of Health and Human Services

**Federal Program/Project Title** Public Health Emergency Preparedness (PHEP)

**CFDA Number** 93.069

**Passed to Sub recipients** NO  
\*noncash, loan, income

Notes:

Required Documents

- Commissioner's Approval  
 Grant Application Data

- Grant Award Letter  
 Appropriation Ordinance



**ST. JOSEPH COUNTY**  
DEPARTMENT OF HEALTH  
*Prevent, Promote, Protect.*

## St. Joseph County Department of Health

*"Promoting physical and mental health and facilitating the prevention of disease, injury and disability for all St. Joseph County residents"*

Robert M. Einterz, MD  
Health Officer

Mark D. Fox, MD, PhD, MPH  
Deputy Health Officer

Heidi Beldinger-Burnett, PhD, MPH  
President, Board of Health

Jason Markor, MD  
Vice President, Board of Health

March 11, 2022

County Commissioners  
County City Building, 7<sup>th</sup> Floor  
South Bend, IN 46601

Commissioners,

The Department of Health would like your support in applying for a grant through the Indiana Department of Health for a grant to Enhance Department of Health preparedness in order to better respond to public health and healthcare emergencies.

The grant cycle would be July 1, 2022, through June 30, 2023. Attached is the Grant Application Data Sheet.

If you have any questions, I can be reached at 574-235-9574.

Thank you for your consideration of our request.

Sincerely,

Robert Einterz, MD  
Health Officer

RE:AR:jsp

APPROVED

227 W. Jefferson Blvd. | 8th Fl. | South Bend, IN 46601  
P: (574) 235-9750 | F: (574) 235-9980

<b>GRANT APPLICATION DATA</b>
-------------------------------

**Explain the purpose of the grant.**

Enhance Department of Health preparedness in order to better respond to public health and healthcare emergencies.

**Who will be accountable for fiscal information?**

Amy Ruppe

**Who will be responsible for compliance with grant guidelines?**

Harrison Gilbride

**What is the time period of the grant (i.e., one-year May 31, 2005-May, 2006, etc.?)**

July 1, 2022 to June 30, 2023

**Is this a renewable grant, if so, how long?**

It is unknown at this current time if the grant will be renewable.

**Is there a match for the grant? If so, how much and how will it be funded? Is this match in dollars or in kind contribution?**

There is no match required.

**Is there or will there be any capital costs for the grant (i.e., vehicles, location (building), equipment)?**

No.

**Give the number of employees the grant would support?**

One Public Health Coordinator

**How would your department plan or would you continue operations after the grant expires?**

We would pursue other grant funding and absorb operations as able and look to community partners to sustain the efforts.

April 2006

**GRANT AGREEMENT**

**Contract #0000000000000000000062895**

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

**1. Purpose of this Grant Agreement; Funding Source.** The purpose of this Grant Agreement is to enable the State to award a Grant of \$25000 (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 § 42 United States Code § 247-d-3b and § 16-19-3-1 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):  
Public Health Emergency Preparedness (PHEP)

CFDA # 93.069

If State Funds: Program Title N/A

**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 July 01, 2022 and shall remain in effect through June 30, 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 \$25,000.00. 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.

**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 or semi-monthly basis] only. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.

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

**7. Project Monitoring by the State.** The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full

**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.

**ST. JOSEPH COUNTY HEALTH DEPARTMENT**

By:   
6989AAS3951F408...

Title: Administrator

Date: 7/14/2022 | 12:25 EDT

**INDIANA DEPARTMENT OF HEALTH**

By:   
FD195E4E7AF9428...

Title: IDOH Chief of Staff

Date: 7/14/2022 | 13:04 EDT

Electronically Approved by: Department of Administration  By: <span style="float: right;">(for)</span> Rebecca Holwerda, Commissioner	
Electronically Approved by: State Budget Agency  By: <span style="float: right;">(for)</span> Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General  By: <span style="float: right;">(for)</span> Theodore E Rokita, Attorney General

**ATTACHMENT A (Base)**  
**PUBLIC HEALTH EMERGENCY PREPAREDNESS**  
**BUDGET PERIOD 4 (July 1<sup>st</sup>, 2022 – June 30<sup>th</sup>, 2023)**  
**GRANT INFO CFDA: 93.069**

**INTRODUCTION**

The Division of Emergency Preparedness (DEP) within the Indiana Department of Health (IDOH) is the entity responsible for administering the Public Health Emergency Preparedness (PHEP) grant received from the Centers for Disease Control and Prevention (CDC). The IDOH DEP administers these funds through sub-recipient agreements with local health departments which require various activities aimed at enhancing state and local preparedness to better respond to public health and healthcare emergencies. This Attachment explains the minimum preparedness requirements each local health department must complete to remain eligible to receive funding under the agreement.

**WORKFORCE DEVELOPMENT-PUBLIC HEALTH PREPAREDNESS**

Each Local Health Department must have a designated Preparedness Coordinator and a backup if possible. Preparedness Coordinators will coordinate with LHD leadership to identify department staff that contribute to public health preparedness and response within the department. Identified staff should be encouraged to complete National Incident Management System (NIMS) Independent Study Courses: Incident Command System (ICS) 700, 800, 100 and 200. In addition, LHD Preparedness Coordinator shall possess an Indiana PSID# along with a FEMA SID# (it is highly encouraged multiple LHD staff obtain as well).

- **Deliverable(s):**
  - *Preparedness Coordinator & Back up (if applicable): Name, Email and 24/7 contact information submitted to District Coordinator including the below information:*
    - *Primary Preparedness Coordinator status: Full Time/Part Time (if Part time approx. # hrs. week dedicated to PHEP)*
    - *Additional job titles that are assigned to the LHD Public Health Preparedness Coordinator*
  - *ICS Course completion verification for all applicable LHD staff:*
    - *IS Course Transcript:*  
<https://training.fema.gov/student/residenttranscript.aspx>
    - *IDHS PSID #: <https://www.in.gov/dhs/fire-and-building-safety/public-safety-identification-psid-information/>*
    - *FEMA SID#: <https://cdp.dhs.gov/FEMASID>*
- **Due Date: 9/30/2022**

**Attachment B**

**Division of Emergency Preparedness  
PHP Sub-awardee**

**Name of  
Organization: St Joseph County Health Department  
Employer ID Number  
(EIN): 356000194  
CFDA: 93.069 Vendor ID: 0000053841  
Budget Period: BP 4 Federal Fiscal Year: 2023**

**Address: 227 W JEFFERSON BLVD SOUTH BEND Indiana 46601**

**Name of Signatory:  
(Encompass signatory) Amy Ruppe  
Email: [aruppe@sjcindiana.com](mailto:aruppe@sjcindiana.com)**

**Name of Program Contact: Amy Ruppe  
Email: [ARUPPE@sjcindiana.com](mailto:ARUPPE@sjcindiana.com)**

**Federal grant funds have been awarded by the Centers for Disease Control & Prevention through the Indiana Department of Health to Grantee to further public health preparedness capabilities. All expenses claimed for reimbursement by Grantee must directly support the achievement of these capabilities. This is a cost reimbursement agreement. All claims for reimbursement shall be submitted electronically to The Division of Emergency Preparedness.**

**This budget must be approved by DEP. Detailed budgets (attached) must be submitted and approved by June 1, 2022. All services and activities reflected in the budget must be completed by June 30, 2023. Grantee shall procure and claim all funds allocated to the Supplies and Equipment categories in their approved budget by April 27, 2023. Budget revisions shall be accepted, and final budget revisions must be submitted to DEP on or before May 1, 2023. Final invoicing is due on or before August 29, 2023.**

**Grantee will be required to link each proposed expense to one or more Public Health Preparedness Capabilities. Expense activities include: Salary and Fringe, Supplies, Other, Travel, Equipment, and Contractual.**

**Base 25,000  
CRI  
Total Allotment: 25,000**

**Attachment C: Federal Funding**

Federal Agency: Department of Health and Human Services  
CFDA Numbers: 93.089  
Award Numbers: NU90TP922052  
Award Name: PHEP Cooperative Agreement

**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



As of: 07/21/2022

Fund: 8134

The Last Posted Date is 05/31/2022.

Fund: 8134 Health PHEP

Fund Type: Calendar (01/01/2022 - 07/21/2022)

Normal Accounts	07/2022	Total
	Current Month	
Appropriation:	0.00	25,000.00
Carry Forward Receipts:	0.00	0.00
Receipts:	0.00	24,970.76
Encumbrance:		0.00
Expenditure:	0.00	25,000.00
Estimated Revenue:	0.00	24,970.76
<b>Grand Totals</b>		
Unreceived Revenue Balance:		0.00
Unexpended Balance:		0.00
Unencumbered Balance:		0.00
Cash Balance:		(29.24)
Cash Balance Including Investments:		(29.24)**

\*\* Total includes outstanding investments from the Investment System (ending balance).

From Investment System - Outstanding Investments	
Beginning Balance as of 01/01/2022:	0.00
Purchased (01/01/2022 - 07/21/2022):	0.00
Sold/Redeemed (01/01/2022 - 07/21/2022):	0.00
Ending Balance as of 07/21/2022:	0.00

From Investment System - Principal/Interest	
Principal Received:	0.00
Interest Received:	0.00
Total Investment:	0.00





Prescribed By State Board Of Accounts

Form No. 21/No. 20  
(Rev. 1989)

QUIETUS/RECEIPT

July 28, 2022

Receipt No: 163742

Issued To: SJC SHERIFF

Total: 10,915.08

Ten Thousand Nine Hundred Fifteen and 8/100 dollars

On Account Of: OVERTIME REIMBURSEMENT MAY 2022

Comment:

Payment Types: 10,915.08 Check

Bank: 007 1ST Source General Account

Project:

Amount	Budget Account Code	Fund Description	Account Description	Notes:
10,915.08	1000.02711.000.0005	General Fund	Reimbursements	



*M. J. Hansen*

---

Auditor, St. Joseph County, Indiana

Approved by State Board of Accounts for use in St. Joseph County (1-04)

QUIETUS/RECEIPT

July 12, 2022

Receipt No: **163509**

Issued To: **SJC SHERIFF**

Total: **\*\*\*\*\*12,426.24**

**Twelve Thousand Four Hundred Twenty Six and 24/100 dollars**

On Account Of: **OVERTIME REIMBURSEMENT JUNE 2022**

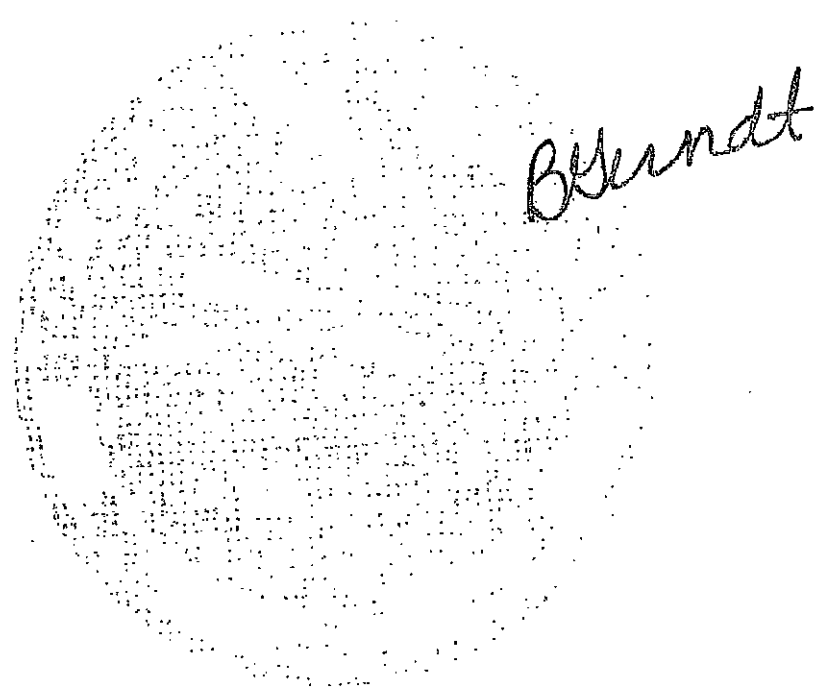
Comment:

Payment Types: **12,426.24** Check

Bank: **007 1ST Source General Account**

Project:

Amount	Budget Account Code	Fund Description	Account Description	Notes:
12,426.24	1000.02711.000.0005	General Fund	Reimbursements	



*M. J. Haver*

---

Auditor, St. Joseph County, Indiana

Approved by State Board of Accounts for use in St. Joseph County (1-04)

THIS CHECK IS VOID WITHOUT A BLUE & GREEN BACKGROUND AND AN ARTIFICIAL FINGERPRINT & CERTIFICATION SEAL WATERMARK ON THE BACK - HOLD AT AN ANGLE TO VIEW SEAL

Check Date  
06/27/22

# UNIVERSITY OF NOTRE DAME

01878893

NOTRE DAME, INDIANA

Check Amount  
\*\*\*\*\*10,551.84

PAY Ten Thousand Five Hundred Fifty-One & 84/100\*\*\*\*\*

TO THE ORDER OF

St. Joseph County Police  
401 West Sample Street  
South Bend, IN 46601-2815

*Andrew H. Beck*  
**VOID**  
Check Clear via Positive Pay

Wells Fargo Bank  
P.O. Box 1500  
South Bend, Indiana 46601  
71-2087710

\* SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING



UNIVERSITY OF NOTRE DAME NOTRE DAME, INDIANA

Check Number 01878893

06/27/22	342040	Billy Joel 6/25/01 for SACP office	TK154560	10,551.84
----------	--------	------------------------------------	----------	-----------

Vendor Number 901621467

Check Total \*\*\*\*\*10,551.84

Handling Code

Any questions please contact: accpay.1@nd.edu

954318

Check Date: Jul/07/2022 Supplier Number: 000005433 Supplier Number: ST. JOSEPH COUNTY POLICE Check No: 036457

Invoice Number SUNBURST 2022	Invoice Date Jun/07/2022	Voucher ID 00098132	Gross Amount \$1,471.04	Discount Taken \$0.00	PO Number	Paid Amount \$1,471.04
---------------------------------	-----------------------------	------------------------	----------------------------	--------------------------	-----------	---------------------------

Check Number	Date	Total Gross Amount	Total Discounts	Total Paid Amount
036457	Jul/07/2022	\$1,471.04	\$0.00	\$1,471.04



Beacon Health System  
Accounts Payable  
(574) 637-3688

JPMORGAN CHASE BANK N.A.  
CHICAGO, IL 60606

036457  
25/710  
17392670

VOID AFTER 140 DAYS

Date Jul/07/2022 Pay Amount \$1,471.04

One thousand four hundred seventy one and 4/100 Dollars

Pay to The Order of  
ST. JOSEPH COUNTY POLICE  
41 W. SAMUEL STREET  
SOUTH BEND IN 46601

*Kreg Gunder*  
Authorized Signature



024299

St Joseph County Sheriff

Bank: 008

Check Date: 07/05/2022

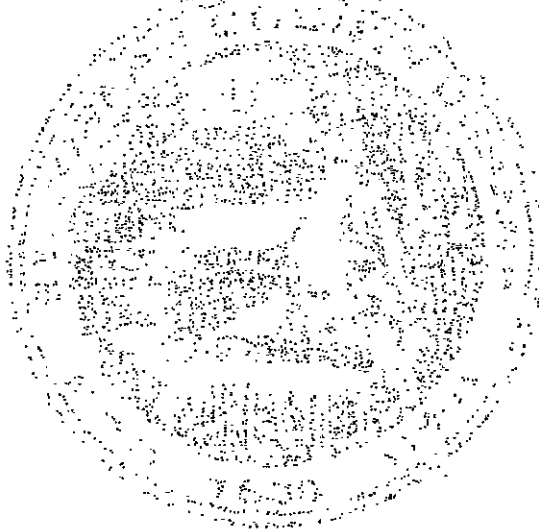
Check: ~~832395~~

832395

PO	Budget Account Code	Invoice Date	Invoice
195529 C	8950.31079.000.0040	06/27/2022	June 2022 Security - COVID Clinic

Comment

Amount
403.36
<u>403.36</u>



THIS CHECK PRINTED ON CHEMICAL REACTIVE PAPER WITH ARTIFICIAL WATERMARK. HOLD AT AN ANGLE TO VIEW.

APPROVED BY STATE BOARD OF ACCOUNTS FOR ST. JOSEPH COUNTY, INDIANA (1993)

**ACCOUNTS PAYABLE**

Treasurer of St. Joseph County, Indiana  
SOUTH BEND, INDIANA

First Source Bank  
South Bend, IN 46694

71-1212  
712

832395

CHECK NUMBER: 832395

DATE: 07/05/2022

FUND:

AMOUNT

Pay exactly Four Hundred Three and 36/100 dollars

\$403.36

This check void two years  
after December 31 of the  
year of issue.

St. Joseph County Sheriff  
401 W Sample St  
South Bend IN 46601

*M. J. Haver*  
*T. A. [Signature]*

MICRO-PRINTING IN BOTTOM BORDER



THIS CHECK IS VOID WITHOUT A BLUE & GREEN BACKGROUND AND AN ARTIFICIAL FINGERPRINT & CERTIFICATION SEAL WATERMARK ON THE BACK - HOLD AT AN ANGLE TO VIEW SEAL

Check Date  
07/20/22

# UNIVERSITY OF NOTRE DAME

01880447

NOTRE DAME, INDIANA

CHECK AMOUNT  
\$ 10,915.08

Ten Thousand Nine Hundred fifteen & 08/100\*\*\*\*\*

TO THE ORDER OF

St. Joseph County Police  
401 West Sample Street  
South Bend, IN 46601-2815

*Andrew H. Paulsen*  
**VOID**  
Check Clear On Payment

Pay to the order of  
St. Joseph County Police  
South Bend, Indiana 46601-2815

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPINTING



UNIVERSITY OF NOTRE DAME NOTRE DAME, INDIANA

Check Number 01880447

05/10/22	346882	Garth Brooks 5/7/22 OT for STOP of	TK156164	10,915.08
----------	--------	------------------------------------	----------	-----------

Vendor Number 901621467

Check Total \*\*\*\*10,915.08

Handling Code

Any questions please contact: acctpay.1@nd.edu

7-22

Saint Joseph County, Indiana  
Form D - Appropriation/(Budget Reduction)

Reviews: \_\_\_\_\_

Department \_\_\_\_\_

Department Name - Emergency Management Agency  
Fund Names - General Fund

Auditor \_\_\_\_\_

*[Handwritten Signature]*  
Signature \_\_\_\_\_ Date 8/19/22  
*[Handwritten Signature]*  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Fund.Acct.Obj.Loc	Account Name	Amount	
1000.11009.000.0009	Director	8,713.00	Estimated prorated amount
1000.11077.000.0009	Administrative Assistant	(13,382.00)	Estimated prorated amount
1000.11101.000.0009	Deputy Director	6,368.00	Estimated prorated amount
		0.00	
		0.00	Amounts do not factor in any payment for accrued time off
		0.00	
		0.00	
		0.00	
	<b>Total</b>	<b>1,729.00</b>	

**Salary Amendment**

Position Name	Director	Position Name	Administrative Assistant
Current Salary	\$52,335.00	Current Salary	\$38,659.00
Proposed Salary	\$73,000.00 (retroactive to 7/25/22)	Proposed Salary	\$0.00 (position eliminated)

Position Name	Deputy Director
Current Salary	\$46,443.00
Proposed Salary	\$63,000.00 (effective 8/8/22)

**Justification**  
Salary and budget amendments to the Emergency Management Agency as per the attached email dated August 8, 2022.

**FILED**  
AUG 09 2022  
COUNTY COUNCIL  
ST. JOSEPH COUNTY INDIANA

BILL NO. 117-22

AMENDMENT NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING ORDINANCE 95-21,  
THE SAME BEING AN ORDINANCE ESTABLISHING SALARIES  
AND FIXING THE NUMBERS OF EMPLOYEES OF  
ST. JOSEPH COUNTY FOR THE YEAR 2022  
(Dept. 0009 Emergency Management)**

NOW, THEREFORE, BE IT ORDAINED BY THE ST. JOSEPH COUNTY COUNCIL THAT:

**Section 1.** Ordinance 95-21 is hereby amended as follows:

**FUND:** 1000 General Fund  
**DEPT:** 0009 Emergency Management

**CURRENT:**  
1000-11009-000-0009      Director      \$52,335.00

**TO READ:**  
1000-11009-000-0009      Director      \$73,000.00      RETROACTIVE 7/25/22

**CURRENT:**  
1000-11101-000-0009      Deputy Director      \$46,443.00

**TO READ:**  
1000-11101-000-0009      Deputy Director      \$63,000.00      RETROACTIVE 8/8/22

**Section 2.** This Ordinance shall be effective after passage and approved, as required by law.

\_\_\_\_\_  
Member, St. Joseph County Council

**- FILED -**  
AUG 09 2022  
AUDITOR  
ST. JOSEPH COUNTY

1st READING  
PUBLIC HEARING  
2nd READING  
NOT APPROVED  
REFERRED  
PASSFD

**FILED**  
AUG 09 2022  
COUNTY COUNCIL  
ST. JOSEPH COUNTY INDIANA

11-22

Saint Joseph County, Indiana  
Form D - Appropriation/(Budget Reduction)

Reviews: \_\_\_\_\_  
Department \_\_\_\_\_

*[Handwritten Signature]*  
Signature \_\_\_\_\_ Date 8/19/22  
*[Handwritten Signature]*  
Signature \_\_\_\_\_ Date 8/19/22

Department Name - Emergency Management Agency  
Fund Names - General Fund

Auditor \_\_\_\_\_

Fund.Acct.Obj.Loc	Account Name	Amount	
1000.11009.000.0009	Director	8,743.00	Estimated prorated amount
1000.11077.000.0009	Administrative Assistant	(13,382.00)	Estimated prorated amount
1000.11101.000.0009	Deputy Director	6,368.00	Estimated prorated amount
		0.00	
		0.00	Amounts do not factor in any payment for accrued time off
		0.00	
		0.00	
		0.00	
	<b>Total</b>	<b>1,729.00</b>	

Salary Amendment

Position Name	Director	Position Name	Administrative Assistant
Current Salary	\$52,335.00	Current Salary	\$38,659.00
Proposed Salary	\$73,000.00 (retroactive to 7/25/22)	Proposed Salary	\$0.00 (position eliminated)
Position Name	Deputy Director		
Current Salary	\$46,443.00		
Proposed Salary	\$63,000.00 (effective 8/8/22)		

Justification

Salary and budget amendments to the Emergency Management Agency as per the attached email dated August 8, 2022.

**FILED**  
AUG 09 2022  
COUNTY COUNCIL  
ST. JOSEPH COUNTY INDIANA

## John H. Murphy

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**From:** Steve Dalton <sdalton@cenderdalton.com>  
**Sent:** Monday, August 8, 2022 12:18 PM  
**To:** Cara T. Alderfer; Alfred P. Kirsits; John H. Murphy  
**Cc:** Derek D. Dieter; [misch@aaklaw.com](mailto:misch@aaklaw.com)  
**Subject:** Salary Amendment for EMA Reorganization

Cara,

At Commissioner Dieter's request, please assist the Interim EMA Director in filling out the forms needed to submit to John Murphy for salary amendments.

- Director to be increased to \$73,000 retroactive to July 25, 2022
- Deputy Director to be increased to \$63,000 starting today August 8, 2022
- Third position in EMA to be eliminated permanently
- There will need to be some transfers between budget lines to accommodate the remainder of the year – not sure if these will require Council approval or will be under the threshold.

We'd like to have these on the Council Committee agenda for August 23<sup>rd</sup> and Public Hearing September 13<sup>th</sup>.

John, these same requests 1) the elimination of the third position and 2) the increases to the two remaining positions ... should be put in the 2023 budget book with no changes or raises for the January 2023 cycle. The department would like "other contractual" increased to \$5,500 from the current \$1,500 in 2023. All in all this department budget should be flat when compared to 2022 with these changes.

Steve Dalton, Partner  
[sdalton@cenderdalton.com](mailto:sdalton@cenderdalton.com)  
**Cender | Dalton Municipal Advisors**  
219-465-8352 (CELL/Text)



**Location Budget as of 08/08/2022**

The Last Posted Date is 06/30/2022.

Fund: 1000 General Fund for 01/01/2022 thru 08/08/2022

Loc: 0008 Emergency Management Agency

Saint Joseph County

Account Object	Description	Carry Forward Appropriation	Original Appropriation	Add'l Appropriation	Adj Appropriation	Total Appropriation	Encumbrance	Expenditure	Unencumbered Balance/Percent	Unexpended Balance/Percent
11009 000	Director General Gov't.	0.00	52,335.00	0.00	0.00	52,335.00	0.00	34,218.96	18,116.04	16,116.04
11077 000	Admin. Assistant General Gov't.	0.00	38,859.00	0.00	0.00	38,859.00	0.00	23,790.08	14,868.92	14,868.92
11101 000	Deputy General Gov't.	0.00	46,443.00	0.00	0.00	46,443.00	0.00	28,580.32	17,862.68	17,862.68
10000	Totals *****	0.00	137,437.00	0.00	0.00	137,437.00	0.00	86,589.36	50,847.64	50,847.64
21030 000	Office Supplies General Gov't.	0.00	1,000.00	0.00	0.00	1,000.00	0.00	534.03	465.97	465.97
22010 000	Gas, Oil & Lubricants General Gov't.	170.45	1,500.00	0.00	784.00	2,434.45	0.00	1,717.10	46.60	46.60
24010 000	Other Supplies General Gov't.	0.00	100.00	0.00	0.00	100.00	0.00	88.93	717.35	717.35
24012 000	Promotion Supplies General Gov't.	0.00	300.00	0.00	(300.00)	0.00	0.00	0.00	29.47	29.47
24110 000	Clothing/Uniforms General Gov't.	0.00	464.00	0.00	(464.00)	0.00	0.00	0.00	1.07	1.07
20000	Totals *****	170.45	3,364.00	0.00	0.00	3,534.45	0.00	2,360.06	1,184.39	1,184.39
31070 000	Other Contractual Services General Gov't.	0.00	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	33.51	33.51
32020 000	Travel/Mileage General Gov't.	0.00	100.00	0.00	(100.00)	0.00	0.00	0.00	0.00	0.00
32050 000	Conferences & Training General Gov't.	0.00	100.00	0.00	167.50	267.50	0.00	267.39	0.11	0.11
32200 000	Telephone General Gov't.	0.00	4,000.00	0.00	0.00	4,000.00	0.00	2,700.00	1,300.00	1,300.00

Financial System

08/08/2022 08:57 PM by JIMURPHY

REVISED 2023 BUDGET REQUEST

**Budget Projection by Location/Account/Object**

Saint Joseph County

Acct/Obj	Description		2021 Expended	2022 Adopted Budget	2023 Requested Budget	Difference 2022 - 2023	
<b>Fund: 1000 General Fund</b>							
<b>Location: 0009 Emergency Management Agency</b>							
11009.000	Director	General Gov'T.	51,510	52,335	73,000	20,665	39.49%
Current Year Note:		2022 Budget amendment in process					
11077.000	Admin. Assistant	General Gov'T.	37,084	38,659	0	(38,659)	(100.00)%
Current Year Note:		Position eliminated					
11101.000	Deputy	General Gov'T.	45,093	48,443	63,000	18,557	35.85%
Current Year Note:		2022 Budget amendment in process					
11957.000	Interns Part Time	General Gov'T.	0	0	0	0	0.00%
Current Year Note:		Position eliminated for 2020					
1**** Totals:			139,687	137,437	136,000	(1,437)	(1.05)%
21030.000	Office Supplies	General Gov'T.	2,814	1,000	1,500	500	50.00%
22010.000	Gas, Oil & Lubricants	General Gov'T.	1,863	1,500	3,000	1,500	100.00%
Current Year Note:		Increase in gas prices					
24010.000	Other Supplies	General Gov'T.	0	100	0	(100)	(100.00)%
Current Year Note:		Do not need acct					
24012.000	Promotion Supplies	General Gov'T.	213	300	500	200	66.67%
Current Year Note:		Increased funds needed for promotional items					
24110.000	Clothing/Uniforms	General Gov'T.	207	464	500	36	7.76%
Current Year Note:		Increase for clothing					
2**** Totals:			5,097	3,364	5,500	2,136	63.60%
31070.000	Other Contractual Services	General Gov'T.	1,500	1,500	5,500	4,000	266.67%
32020.000	Travel/Mileage	General Gov'T.	0	100	0	(100)	(100.00)%
Current Year Note:		Do not need acct					
32050.000	Conferences & Training	General Gov'T.	0	100	500	400	400.00%
Current Year Note:		Increase to offer more trainings					
32200.000	Telephone	General Gov'T.	4,321	4,000	4,000	0	0.00%
32350.000	Postage	General Gov'T.	0	50	100	50	100.00%
33100.000	Printing	General Gov'T.	212	400	400	0	0.00%
34030.000	Liability Insurance Coverage	General Gov'T.	175	180	175	(5)	(2.78)%
35015.000	Utilities	General Gov'T.	14,047	14,000	26,000	12,000	85.71%
Current Year Note:		Increase in utility charges for sirens					
36100.000	Repairs - Vehicles	General Gov'T.	452	500	500	0	0.00%
Current Year Note:		Less funds needed since trucks are leased					
36200.000	Repairs - Other Equipment	General Gov'T.	47,854	40,000	40,000	0	0.00%
Current Year Note:		Sirens - \$40,000 total					
37100.000	Auto Lease	General Gov'T.	0	0	0	0	0.00%
Current Year Note:		Lease divided into account 38012 and 38013					
38012.000	Interest on Debt	General Gov'T.	2,092	1,537	2,092	555	36.11%
38013.000	Principal on Debt	General Gov'T.	11,417	11,974	11,417	(557)	(4.65)%
39010.000	Dues & Subscription	General Gov'T.	160	0	160	160	0.00%
3**** Totals:			82,230	74,341	90,844	16,503	22.20%
44010.000	Equipment	General Gov'T.	0	100	0	(100)	(100.00)%
Current Year Note:		Do not need acct					
4**** Totals:			0	100	0	(100)	(100.00)%

**Budget Projection by Location/Account/Object**

Saint Joseph County

Acct/Obj	Description	2021 Expended	2022 Adopted Budget	2023 Requested Budget	Difference 2022 - 2023	
<b>Fund: 1000 General Fund</b>						
<b>Location: 0009 Emergency Management Agency</b>						
	Location Total:	221,014	215,242	232,344	17,102	7.95%
	Fund Totals:	221,014	215,242	232,344	17,102	(100.00)%

BILL NO. 118-22

ORDINANCE: \_\_\_\_\_

Whereas, it has been determined that it is now necessary to appropriate money from the American Rescue Plan Fund; now, therefore:

Section 1. Be it ordained by the County Council of St. Joseph County, Indiana, that for the expenses of said County the following additional sums of money are hereby appropriated and ordered set apart out of the American Rescue Plan Fund herein names and for the purposes herein specified, subject to the laws governing the same:

Emergency Management  
American Rescue Plan Fund

FROM: 8950-45510-000-0040	Furniture & Fixtures	\$35,000.00
TO: 8950-33198-000-0040	Consultants & Contractual Svc.	\$35,000.00
	<u>TOTAL:</u>	<u>\$35,000.00</u>

\_\_\_\_\_  
Member, St. Joseph County Council





INNOVATIVE IDEAS  
EXCEPTIONAL DESIGN  
UNMATCHED CLIENT SERVICE

April 29, 2022

St. Joseph County Board of Commissioners  
227 W. Jefferson Blvd., 7<sup>th</sup> Floor  
South Bend, IN 46601

RE: Proposal Letter – Emergency Outdoor Warning System Study  
St. Joseph County, Indiana

Dear Commissioners:

DLZ appreciates the opportunity to submit a proposal for engineering services for a study on the Outdoor Emergency Warning Siren System in St. Joseph, Indiana. Enclosed is a description of the proposed scope of services and associated fees for your consideration.

**PROJECT UNDERSTANDING**

The Emergency Warning system was constructed by St. Joseph County almost twenty-five years ago. Originally, warning sirens were installed at 60 locations throughout the County. Since the original installation, the number of warning sirens has increased to 67 locations. The planning, testing and maintenance of these warning sirens are the responsibility of the County’s Emergency Management Agency (EMA).

**OUTDOOR EMERGENCY WARNING SIREN SYSTEM STUDY**

The study will identify new sirens needed, review immediate repair recommendations and future repair budgetary recommendations.

**Task 1 - Review EMA’s Immediate Repair Recommendations**

From the April, 2022 field testing data, at least 6 of the sirens are out of service. DLZ will review St. Joseph County Emergency Management annual siren testing data to provide a summary of repairs that should be addressed as soon as possible to get the siren system in good working order. Data will be summarized for repairs required for each siren location for batteries, battery chargers, battery boxes, radio, clearing obstructions, antenna and circuit boards which are currently noted as deficient and require replacement. Recommendations will be provided for the priority and cost of the siren repairs. No field inspection of the sirens to verify the testing data is anticipated.

**Task 2 - Identify New Siren Locations to Expand Warning System**

St. Joseph County has experienced significant subdivision and population growth over the last 25 years since the sirens were originally installed. DLZ will review existing siren locations, GIS data for population density, current FEMA standards and recommend areas where additional warning siren locations should be considered to be added to the warning system to improve coverage across St. Joseph County. We will provide a corresponding cost estimate.



INNOVATIVE IDEAS  
EXCEPTIONAL DESIGN  
UNMATCHED CLIENT SERVICE

Emergency Warning System  
Proposal Letter  
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**Task 3 - Provide Long Term Maintenance Budgetary Recommendations**

DLZ will review historic siren repair/replacement data and consider the impact of the immediate repair improvements to develop an annual budget for future repairs to maintain a fully functioning warning siren system. DLZ will contact Federal Signal to discuss: siren life, component(s) life, component availability for future repairs.

**SCHEDULE**

DLZ is prepared to begin work on this project upon receipt of a Notice to Proceed (NTP). DLZ will deliver a draft report within 60 days following NTP, and will deliver a final report within 30 days following receipt of comments on the draft report.

**COMPENSATION**

For performing the above professional services, it is estimated that the amount of compensation will be as follows:

Emergency Warning System Study .....	\$35,000.00
<b>TOTAL .....</b>	<b>\$35,000.00</b>

The CLIENT will compensate DLZ Indiana, LLC on an hourly rate basis for the work performed. The specific Scope of Services, the actual hours worked, and associated compensation may be altered based on the CLIENT providing information and directives as the study is developed. DLZ shall notify the CLIENT and receive written approval from the CLIENT prior to exceeding the estimated compensation amount. Hourly rates will be based on DLZ's 2022 Standard Fee Structure, included herein as Exhibit A.

**ADDITIONAL SERVICES**

The following items are not included in the above scope of services and will be considered "Additional Services" if they are determined to be required:

1. Field inspection and testing of each existing warning siren (EMA to provide historical operational repair data, maintenance budgets and current testing status).
2. Field Survey.
3. Construction plans or bid packages.
4. Design services for new or replacement sirens.

**STANDARD TERMS AND CONDITIONS**

The Standard Terms and Conditions, as set forth as **EXHIBIT B** are incorporated here into and made part of this Letter Agreement. The Client referred to in the Standard Terms and Conditions means St. Joseph County Board of Commissioners, St. Joseph County, Indiana



INNOVATIVE IDEAS  
EXCEPTIONAL DESIGN  
UNMATCHED CLIENT SERVICE

Emergency Warning System  
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**ACCEPTANCE**

We trust this Letter Agreement satisfactorily sets forth your understanding of the terms and conditions for professional services between DLZ and St. Joseph County Board of Commissioners. If this Letter Agreement meets with your approval, please sign, date and return one (1) copy to our office. The executed Letter Agreement shall serve as DLZ's Notice to Proceed with the identified work. We look forward to working with you on this project.

If you have any questions or require any additional information, please do not hesitate to contact our office at your convenience.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

ENGINEER:

**DLZ INDIANA, LLC**

Joseph C. Zwierzynski  
Joseph C. Zwierzynski, P.E.  
Chief Operating Officer

ATTEST:

R.A.C.  
Ryan A. Carrington, P.E.  
Transportation Division Manager

OWNER:

**ST. JOSEPH COUNTY, INDIANA  
BOARD OF COMMISSIONERS**

By: Andrew T. Kostelney  
Andrew T. Kostelney, President

By: Deborah A. Fleming  
Deborah A. Fleming, D.M.D., Vice President

By: Derek D. Dieter  
Derek D. Dieter, Member

ATTEST:

Designated by: Michael J. Hamann  
Michael J. Hamann, Auditor

Attachment:

- Exhibit A – Standard Fee Structure
- Exhibit B – Terms and Conditions

X:\CRM\Opportunities\South Bend\2022\Transportation\SIC - Outdoor Warning System Study\Doc\SIC Outdoor warning system study Proposal Letter.docx

**EXHIBIT A: DLZ INDIANA, LLC - STANDARD FEE STRUCTURE - 2022  
ENGINEERING/ARCHITECTURAL**

<i>Activity Code</i>	<i>Employee Classification</i>	<i>Hourly Rate</i>
1/122	Officer / Principal Architect	\$250.00
49/49D	Division Manager/Director	\$235.00
50	Department Manager	\$225.00
55/4/14	Registered Land Surveyor/Survey Coordinator/Right of Way Coordinator	\$150.00
80/217	Senior Project Manager / Project Manager II	\$215.00
21/216/237	Project Manager I / Group Manager	\$205.00
556/568/490/480/201/234	Engineer VI/Architect VI/Landscape Arch. VI/ Planner VI/ Scientist VI/Surveyor VI	\$210.00
555/565/489/139/202/214	Engineer V/Architect V/Landscape Arch. V/Planner V/Scientist V/Surveyor V	\$205.00
554/564/488/491/203/102	Engineer IV/Architect IV/Landscape Architect IV/Planner IV/Scientist IV/Surveyor IV	\$195.00
53/58/481/68/204/218	Engineer III/Architect III/Landscape Architect III/Planner III/Scientist III/Surveyor III	\$170.00
52/570/482/69/205/235	Engineer II/Architect Associate II/Landscape Architect II/Planner II/Scientist II/Surveyor II	\$145.00
51/569/483/133/206/236	Engineer I/Architect Associate I/Landscape Architect I/Planner I/Scientist I/Surveyor I	\$115.00
28	Designer I	\$110.00
472	Designer II	\$120.00
473/232	Designer III / Utility Coordinator	\$150.00
29	Technician	\$85.00
544	Technician IV	\$115.00
238	Right of Way Agent II	\$95.00
126/147	Construction Observer Manager /Administrator	\$160.00
152	Construction Observer	\$120.00
43	Clerical	\$70.00
430	Office Services Coordinator	\$105.00
06/A3	Intern / Apprentice	\$70.00

	<i>Crew Classification</i>	<i>Hourly Rate</i>
142/99	2 - person Topographic Survey Crew	\$255.00
142/99	2 - person Topographic Survey Crew (overtime)	\$315.00
336/127	1 - person Field Crew / Party Chief	\$155.00
336/127	1 - person Field Crew / Party Chief (overtime)	\$210.00
GPS/339	1 - person GPS/RTK Field Crew	\$210.00
SCAN	HDS Laser / UAS Scanning Crew	\$305.00
13/94	Rodman/ Survey Technician / Survey-Mapping Assistant	\$105.00

<i>Reimbursable Expenses</i>	<i>Rate</i>
Mileage	\$0.585/mile
Travel Expenses	@ Cost
Living Expenses	@ Cost
Reproduction	Cost plus 20%
Subconsultants	Cost plus 20%
Equipment Rental	Cost plus 20%

Rates are subject to revision on January 1 of each year. Cost of living/inflation increases of 3 to 7% per annum can be anticipated.

**EXHIBIT B**  
**DLZ'S STANDARD TERMS AND CONDITIONS**

1. **INVOICES AND PAYMENT:** Unless the parties have agreed otherwise, DLZ will submit monthly invoices to CLIENT for services performed in the prior month. Except to the extent CLIENT disputes in good faith all or a portion of a DLZ invoice, CLIENT will pay DLZ the invoiced amount within thirty (30) days from the date of the invoice; and, in default of such payment, agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. Invoiced amounts not in dispute will accrue interest at eight percent (8%) per annum after they have been outstanding for over thirty (30) days. If an invoiced amount not in dispute remains unpaid sixty (60) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, suspend all project services until all unpaid invoiced amounts not in dispute are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, declare CLIENT to be in breach of this agreement.
2. **CONSTRUCTION SERVICES:** If DLZ's scope of services includes providing professional services during the project's construction phase, DLZ will not have control over or be responsible for contractor means, methods, techniques, sequences, procedures, or schedule, or the contractor's failure to comply with the construction contract documents or applicable laws, ordinances, rules or regulations. If DLZ provides construction inspection or observation services, DLZ will report to CLIENT all contractor deviations from the construction contract documents that come to DLZ's attention. However, such services are solely intended to enable DLZ to maintain familiarity with, and keep CLIENT informed of, the general progress and quality of the contractor's work, and not to require DLZ to perform exhaustive inspections of contractor work for its compliance with the construction contract documents, which shall remain solely contractor's responsibility.
3. **CHANGES IN REQUIREMENTS:** In the event additional services are required due to a change, after the date of this agreement, in CLIENT's requirements, or in the applicable law, standards, or governmental requirements or policies, DLZ will be entitled to additional compensation for such additional services.
4. **SURVEY STAKING:** If DLZ's scope of services includes survey layout, DLZ will not be responsible for subsequent disturbances of its layout except to the extent caused by DLZ or persons for whom it is responsible.
5. **MISCELLANEOUS EXPENSES:** Except to the extent otherwise provided in this agreement, CLIENT is responsible for all third-party fees and charges including, without limitation, fees and charges for inspections, zoning or annexation applications, assessments, soils engineering, soils testing, aerial topography, permits, rights-of-entry, bond premiums, title company charges, blueprint and reproduction costs, and all other third-party fees and charges.
6. **CHANGE OF SCOPE:** DLZ's scope of services in this agreement is based on facts known at the time of execution of this agreement, including, if applicable, information supplied by CLIENT. DLZ will promptly notify CLIENT in writing of any perceived changes to its scope of services required by new information or by persons or circumstances beyond DLZ's control, and the parties shall negotiate modifications to this agreement before DLZ begins performance of the revised scope.
7. **SAFETY:** DLZ will take reasonable steps to protect the safety of its employees, and to perform its services in a safe manner. DLZ is not responsible for project safety other than with regard to its own services.
8. **REUSE OF PROJECT DELIVERABLES:** CLIENT's use of any project documents or DLZ deliverables, including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by DLZ for the specific purpose intended, will be at CLIENT's sole risk.
9. **OPINIONS OF CONSTRUCTION COST:** Any opinion of construction costs prepared by DLZ is supplied for the general guidance of the CLIENT only. Since DLZ has no control over competitive bidding or market conditions, DLZ cannot guarantee the accuracy of such opinions as compared to contractor bids or actual cost to CLIENT.
10. **INSURANCE:** During the performance of its services and for two years thereafter, DLZ will maintain the following minimum insurance coverage: General Liability- \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$1,000,000 personal/advertising injury aggregate; Automobile Liability- \$1,000,000 combined single limit; Workers Compensation and Employers Liability- In conformance with statutory requirements, and \$1,000,000 employers liability; and Professional Liability- \$2,000,000 per claim and in the aggregate. Certificates evidencing such coverage will be provided to CLIENT upon request. If DLZ is providing construction phase services, CLIENT agrees to require its contractor to include DLZ as an additional insured on the contractor's General Liability and Automobile Liability insurance policies, and DLZ's above-listed coverage will be excess over the contractor's coverage, which will be primary.
11. **INDEMNITY:** To the fullest extent permitted by law, each of the parties agrees to indemnify and save harmless the other party from and against all liability, damages, and expenses, including reasonable attorney's fees, sustained by the other party by reason of injury or death to persons or damage to tangible property, to the proportionate extent caused by the negligent acts or omissions of the indemnifying party or its employees.
12. **CONSEQUENTIAL DAMAGES:** Neither party will be liable to the other for consequential, special, incidental, indirect, liquidated, or punitive damages.
13. **LIABILITY:** No employee of DLZ or of its parent, subsidiary, or affiliated companies will be personally liable to CLIENT. DLZ's total liability to CLIENT, and any coverage of CLIENT as an additional insured under any of DLZ's insurance policies, for injuries, claims, losses, expenses or damages arising out of DLZ's services or this agreement from any causes including, but not limited to, DLZ's negligence, error, omissions, strict liability, or breach of contract, will not exceed the total compensation received by DLZ under this agreement.
14. **DISPUTES:** Any claim or controversy arising out of or relevant to this agreement, or the breach thereof, shall be settled by binding arbitration in the state in which the project is located, in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be rendered in any court having jurisdiction thereof.
15. **STATUTE OF LIMITATIONS:** The parties agree that the time period for bringing claims regarding DLZ's services under this agreement expires on the earlier of one year after completion of the project, or two years after completion of DLZ's project services.
16. **DELAYS:** DLZ is not responsible for delays caused by persons or circumstances for which DLZ is not responsible.
17. **SHOP DRAWINGS:** If DLZ's scope of services includes reviewing shop drawings, such reviews are solely with regard to their general conformance with the design concept, and not for the purpose of reviewing or approving their accuracy, completeness, dimensions, quantities, constructability, compatibility with other construction components, or compliance with the requirements of the construction contract documents, all of which remain the contractor's responsibility. DLZ is not responsible for reviewing or approving the contractor's safety precautions or construction means, methods, sequences or procedures.
18. **ACCEPTANCE:** Both parties will consider DLZ's initiation of services prior to execution of this agreement in order to accommodate CLIENT, at CLIENT's request, as CLIENT's formal acceptance of all of the terms and conditions in this agreement.
19. **STANDARD OF CARE:** DLZ will perform its services with the care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in the same locale. DLZ does not make, and expressly disclaims, any other warranties, express or implied, relating to its services including, without limitation, warranties of merchantability and fitness for a particular purpose. DLZ shall be entitled to rely on all CLIENT-provided information except to the extent otherwise stated in the agreement.

**ORDINANCE OF THE ST. JOSEPH COUNTY COUNCIL  
AUTHORIZING THE ISSUANCE OF THE COUNTY'S TAXABLE  
ECONOMIC DEVELOPMENT TAX INCREMENT REVENUE BONDS IN  
ONE OR MORE SERIES, THE PROVISION OF THE PROCEEDS  
THEREOF TO HONEYSUCKLE SOLAR, LLC OR AN AFFILIATE  
THEREOF, AND AUTHORIZING AND APPROVING OTHER ACTIONS  
IN RESPECT THERETO**

**WHEREAS**, St. Joseph County, Indiana (the "County"), is a governmental unit and political subdivision of the State of Indiana and by virtue of the provisions of Ind. Code 36-7-11.9 and Ind. Code 36-7-12 (collectively, the "Act"), is authorized and empowered to adopt this Ordinance (the "Bond Ordinance"), and to carry out its provisions; and

**WHEREAS**, Honeysuckle Solar, LLC (the "Company"), desires to improve certain real property consisting of approximately 1,800 acres located in Olive Township in the County (the "Project Site") with such improvement consisting of the acquisition, construction, installation, equipping, and subsequent operation of a solar-powered electric generating facility on the Project Site which will permit the generation of approximately one hundred fifty (150) megawatts ac of electricity (the "Project"); and

**WHEREAS**, the St. Joseph County Redevelopment Commission (the "Redevelopment Commission") has declared the territory which is the Project Site as an economic development area (the "Area") and designated the Area as an allocation area (the "Allocation Area") all pursuant to Ind. Code 36-7-14 (the "Redevelopment Act") and has designated the Company (including any affiliate thereof or successor thereto) as a "designated taxpayer" pursuant to Section 39.3 of the Redevelopment Act, all for purposes of capturing incremental *ad valorem* property taxes levied and collected on all taxable real property and, with respect to the designated taxpayer, depreciable personal property located in the Allocation Area (the "Available TIF Revenues"); and

**WHEREAS**, the County, by and through the Board of Commissioners of the County (the "County Commissioners"), the St. Joseph County Council (the "County Council"), the Redevelopment Commission, and the Company have entered into an Economic Development Agreement, dated as of July 19, 2022 (the "Development Agreement"), whereby the Company has agreed that the Company will undertake the Project on the Project Site, and in connection with the Project, the County has agreed to use its best efforts to cause the issuance of its taxable economic development tax increment revenue bonds payable solely from the Pledged TIF Revenues (defined herein); and

**WHEREAS**, the Company has requested that the St. Joseph County Economic Development Commission (the "Commission") and the County approve and authorize the issuance by the County of its Taxable Economic Development Tax Increment Revenue Bonds, Series 2022 (Honeysuckle Solar, LLC Project), in one (1) or more series (with such further or different series designation as may be deemed necessary, desirable or appropriate by the County), in an aggregate principal amount not to exceed Fifty Million Dollars (\$50,000,000) (the "Bonds") under the Act

and provide the proceeds of such Bonds to the Company for the purpose of financing a portion of the costs of the Project; and

**WHEREAS**, pursuant to the applicable provisions of Ind. Code § 36-7-12-24, the Commission published notice of a public hearing (the “Public Hearing”) on the proposed issuance of the Bonds to finance the Project; and

**WHEREAS**, on September 6, 2022, the Commission held the Public Hearing on the Project, and, following such Public Hearing, the Commission found that the financing of a portion of the costs of the Project complies with the purposes of the Act and that such financing will be of benefit to the health and public welfare of the County; and

**WHEREAS**, the Commission has performed all actions required of it by the Act preliminary to the adoption of this Bond Ordinance and has approved and forwarded to the County Council the forms of: (1) a Financing Agreement between the County and the Company relating to the Bonds (the “Financing Agreement”); (2) a Trust Indenture with respect to the Bonds between the County and a trustee to be selected (the “Indenture”); (3) the Bonds; and (4) this Bond Ordinance (the Financing Agreement, the Indenture, the Bonds, and this Bond Ordinance, collectively, the “Financing Agreements”);

**NOW, THEREFORE, BE IT ORDAINED BY THE ST. JOSEPH COUNTY COUNCIL AS FOLLOWS:**

**SECTION 1. Incorporation of Recitals.** The recitals contained in this Ordinance are true and correct and are incorporated in this Ordinance by this reference.

**SECTION 2. Findings; Public Benefits.** The County Council hereby finds and determines that the Project involves the acquisition, construction, installation and equipping of an “economic development facility” as that term is defined in the Act and that the Project will increase employment opportunities and diversification of economic development in the County, will improve and promote the economic stability, development and welfare in the County, and will encourage and promote the expansion of industry, trade and commerce in the County and the location of other new industries in the County; and, therefore, that the financing of the Project by the issuance of the Bonds under the Act: (i) will be of benefit to the health and general welfare of the County and its citizens; and (ii) complies with the Act.

**SECTION 3. Approval of Financing.** The proposed financing of a portion of the costs of the Project by the issuance of the Bonds under the Act, in the form that such financing was approved by the Commission, is hereby approved.

**SECTION 4. Authorization of the Bonds.** The issuance of the Bonds, payable solely from Pledged TIF Revenues upon such terms and conditions as otherwise provided herein and in the Financing Agreements, is hereby approved and authorized.

**SECTION 5. Terms of the Bonds.** (a) The Bonds, in the aggregate principal amount not to exceed Fifty Million Dollars (\$50,000,000), shall (i) be executed at or prior to the closing date by the manual or facsimile signatures of the County Commissioners and the County Auditor of the County (the “County Auditor”); (ii) be dated as of the date of their delivery; (iii) mature on a date not later than twenty-five (25) years from the date of issuance thereof; (iv) bear interest at

rate equal to 0.00%; (v) be payable solely from the trust estate established under the Indenture (the "Trust Estate"), which Trust Estate shall consist of the funds and accounts created under the Indenture, together with a pledge by the Redevelopment Commission of the Available TIF Revenues which are expected to remain following the disbursements set forth in Section 5.02 of the Development Agreement (the "Pledged TIF Revenues"), subject to the terms and conditions of a Pledge Agreement between the Redevelopment Commission and the County, pursuant to a resolution adopted by the Redevelopment Commission and upon such terms and conditions as otherwise provided in the Financing Agreements; (vi) be issuable in such denominations as set forth in the Financing Agreements; (vii) be issuable only in fully registered form; (viii) be subject to registration on the bond register as provided in the Indenture; (ix) be payable in lawful money of the United States of America; (x) be payable at an office of the bond trustee as provided in the Indenture; (xi) be subject to optional redemption prior to maturity and subject to redemption as otherwise provided in the Financing Agreements; (xii) be issued in one (1) or more series (with such series designation as may be deemed necessary, desirable or appropriate by the County Commissioners or the County Auditor); and (xiii) contain such other terms and provisions as may be provided in the Financing Agreements. The Bonds may be issued on a draw basis. The substantially final forms of the Financing Agreements presented to the County Council are by this reference incorporated herein, and the County Auditor is hereby directed, in the name and on behalf of the County, to insert them into the minutes of the County Council.

(b) THE BONDS AND THE INTEREST THEREON (IF ANY) DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF, OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF, THE COUNTY, BUT SHALL BE SPECIAL AND LIMITED OBLIGATIONS OF THE COUNTY, PAYABLE SOLELY FROM THE PLEDGED TIF REVENUES AS SET FORTH IN THE DEVELOPMENT AGREEMENT AND THE FINANCING AGREEMENTS.

**SECTION 6. Sale of the Bonds.** The County Commissioners and the County Auditor are hereby authorized and directed, in the name and on behalf of the County, to sell the Bonds to the Company or the Company's designee at such prices and on such terms as may be determined at the time of such sale consistent with the terms and conditions set forth herein and in the Financing Agreements. The County Commissioners and the Auditor are hereby authorized to approve upon the advice of counsel, a Bond Purchase Agreement (the "Bond Purchase Agreement") with the Company or Company's designee in a form and substance acceptable to the County Commissioners and the Auditor to provide for the sale of the Bonds. The County Commissioners and the Auditor are hereby authorized and directed to execute and deliver the Bond Purchase Agreement in a form and substance acceptable to them and consistent with the terms and conditions set forth in this Ordinance and in the Financing Agreements, with such acceptance of the form and substance thereof to be conclusively evidenced by their execution thereof.

**SECTION 7. Execution and Delivery of Financing Agreements.** For each series of the Bonds, the County Commissioners and the County Auditor are hereby authorized and directed, in the name and on behalf of the County, to execute or endorse and deliver the Financing Documents, submitted to the County Council in substantially final form, which are hereby approved in all respects.

**SECTION 8. Changes in Financing Agreements.** The County Commissioners and the County Auditor, and each of them, acting alone, are hereby authorized, in the name and on behalf

of the County, without further approval of the County Council or the Commission, to approve such changes in the Financing Agreements as may be permitted by Act, such approval to be conclusively evidenced by their execution thereof.

**SECTION 9. Pledge of Pledged TIF Revenues.** The County Council does hereby acknowledge and approve the pledge by the Redevelopment Commission of the Pledged TIF Revenues to the payment of the Bonds pursuant to the Indenture. Pursuant to Ind. Code § 5-1-14-4, the pledge of the Pledged TIF Revenues pursuant to the Indenture is intended to be binding from the time the pledge is made, with such Pledged TIF Revenues so pledged and thereafter received by the County to be immediately subject to the lien of the pledge without any further act, and the lien of such pledge to be binding against all parties having claims of any kind, in tort, contract, or otherwise against the County, regardless of whether the parties have notice of any such lien.

**SECTION 10. General.** The County Commissioners and the County Auditor, and each of them, acting alone, are hereby authorized and directed, in the name and on behalf of the County, to execute or endorse any and all agreements, documents and instruments, perform any and all acts, approve any and all matters, and do any and all other things deemed by them, or either of them, to be necessary or desirable in order to carry out and comply with the intent, conditions and purposes of this Bond Ordinance (including the preambles hereto and the documents mentioned herein), the Project, the issuance and sale of the Bonds, and the securing of the Bonds under the Financing Agreements, and any such execution, endorsement, performance or doing of other things heretofore effected be, and hereby is, ratified and approved.

**SECTION 11. Binding Effect.** The provisions of this Bond Ordinance and the Financing Agreements shall constitute a binding contract between the County and the holders of the Bonds, and after issuance of the Bonds, this Bond Ordinance shall not be repealed or amended in any respect which would adversely affect the rights of the holders of the Bonds as long as the Bonds or interest thereon remains unpaid.

**SECTION 12. Repeal.** All Ordinances or parts of Ordinances, in conflict herewith, are hereby repealed.

**SECTION 13. Effective Date.** This Bond Ordinance shall take effect, and be in full force and effect immediately upon adoption and compliance with Ind. Code § 36-2-4-8.

**SECTION 14. Copies of Financing Agreements on File.** Two (2) copies of the Financing Agreements incorporated into this Bond Ordinance were duly filed in the Office of the County Auditor, and are available for public inspection in accordance with the provisions of Ind. Code § 36-1-5-4.

\_\_\_\_\_  
Member, St. Joseph County Council

DMS 23170938

1<sup>st</sup> READING  
PUBLIC HEARING  
2<sup>nd</sup> READING  
NOT APPROVED  
REFERRED

11

**FILED**

AUG 02 2022

Bill No. 112-22

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION DETERMINING THAT THE QUALIFICATIONS FOR  
AN ECONOMIC REVITALIZATION AREA HAVE BEEN MET AND  
CONFIRMING RESOLUTION NO. \_\_\_\_ OF THE  
ST. JOSEPH COUNTY COUNCIL  
DECLARING AN AREA OF THAT COUNTY TO BE AN  
ECONOMIC REVITALIZATION AREA  
(MAKS Plastics, Inc.)**

**CONFIRMING RESOLUTION**

WHEREAS, by its Resolution No.\_\_\_\_, the St. Joseph County Council pursuant to "Deduction for Rehabilitation or Redevelopment of Real Property in Economic Revitalization Areas Act" (hereinafter referred to as the "Act" and a.k.a. Indiana Code 6-1.1-12.1-1 et. seq.) did declare the following described area to be an economic revitalization area:

**MAKS Plastics  
13077 McKinley Highway, Mishawaka, IN 46545 014-1017-020801**

; and,

WHEREAS, by its description and Resolution No.\_\_\_\_\_, as adopted by the Council on the 9<sup>th</sup> day of August, 2022, the St. Joseph County Council also found that owners of property located within such area shall, upon rehabilitation or redevelopment of such property, be entitled to tax abatement and deduction from assessed valuation of such property, pursuant to I.C. 6-1.1-12.1-1 et seq., for a period of 5 years on tangible personal property used in the manufacturing process; and,

WHEREAS, under the provisions of said "Act" a copy of said Resolution No. \_\_\_\_\_ was filed for public inspection at the office of the St. Joseph County Assessor's office;

WHEREAS, public notice of the adoption and substance of such resolution has been published in accordance with I.C. 5-3-1; as well as setting forth that a public hearing would be held on the 9<sup>th</sup> day of August, 2022, to receive and hear all remonstrances and objections from interested persons; and,

**Bill No 112-22 (Continued)**

WHEREAS, on the 9<sup>th</sup> day of August, 2022, the St. Joseph County Council received and heard all remonstrance and objections to its Resolution No. \_\_\_\_\_ from interested persons and considered the evidence.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE ST. JOSEPH COUNTY COUNCIL, THAT:

SECTION 1. The St. Joseph County Council hereby determines that the area described herein above meets the qualifications for designation as an economic revitalization area.

SECTION 2. Resolution No. \_\_\_\_\_ the same being a resolution declaring a portion of St. Joseph County an economic revitalization area, pursuant to I.C. 6-1.1-12.1-1, et seq., is hereby modified and confirmed as follows, to-wit:

a. That the above described area shall be designated as an Economic Revitalization Area for a period of 10 years, beginning with the date of this Resolution; and

b. That the property tax deduction to which the property owner is entitled shall apply to the real estate pursuant to I.C. 6-1.1-12.1-3 through I.C. 6-1.1-12.1-4.1; and

c. That the aforesaid deduction for real estate property taxes is allowed for 0 years pursuant to the appropriate schedule contained in I.C. 6-1.1-12.1-4); and

d. That no limitation is placed upon the dollar amount of the deduction applicable to redevelopment or rehabilitation of the property described herein above; and

e. That the property tax deduction to which the property owner is entitled shall apply to new manufacturing equipment pursuant to I.C. 6-1.1-1.2.1-4.5 and I.C. 6-1.1-12.1-5.1; and

f. That the deduction for manufacturing equipment shall apply to such machinery and equipment purchased and installed on or after the date of this resolution at the property location described above; and

g. That no cost limitation is placed upon the amount of deduction for the new manufacturing equipment; and

h. That this deduction applicable for new manufacturing equipment is limited to 5 years; and

**Bill No. 112-22 (Continued)**

i. That the estimate of cost for new development and machinery is reasonable for that type of facility to be built; and

j. That the estimate of the additional employees that will be hired can reasonably be expected to result from the proposed development; and

k. That the estimate of the annual salaries of the new employees can reasonably be expected result from the proposed development; and

l. That the totality of the benefits is sufficient to justify the granting of this requested deduction; and

m. That the "Statement of Benefits" submitted by the petitioner is hereby approved and the President of the St. Joseph County Council is hereby authorized to execute the same on behalf of said County Council; and

n. That this determination is final except that an appeal may be taken and heard as provided under the "Act" [I.C. 6-1.1-12.1-5.9 (d) and (e)].

SECTION 3. This Resolution shall be in full force and effect from and after its passage and approval, as required by law.

Passed and adopted this 13<sup>th</sup> day of September 2022.

\_\_\_\_\_  
Member, St. Joseph County Council

Bill No. 115-22

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE ST. JOSEPH COUNTY COUNCIL  
DECLARING A PORTION OF ST. JOSEPH COUNTY AN  
ECONOMIC REVITALIZATION AREA, PURSUANT TO  
Ind. Code § 6-1.1-12.1-1, ET SEQ.  
(IEC Site #1 Project Site)**

**DECLARATORY RESOLUTION**

WHEREAS, the St. Joseph County Council is the statutory body with the authority to designate an area within its jurisdiction as an economic revitalization area as defined in Ind. Code § 6-1.1-12.1-1, et seq.; and,

WHEREAS, the owners of an area described as follows have requested that it be designated an economic revitalization area:

**IEC Site #1 Project Site**

**IEC Site 1 – 31540 Fillmore Road, New Carlisle, IN 46552**

**(Parcel IDs: 012-1007-006402, 012-1012-0152, 012-1012-014903, 012-1012-014901, 012-1012-0149, 012-1007-0069\*, 012-1012-014902, 012-1007-008102, 012-1007-0080, 012-1007-008101, 012-1007-0081)**

WHEREAS, the St. Joseph County Council has reviewed the information contained in the statement of benefits filed by the owners with their request, including the impact on the tax rate incorporated therein;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE ST. JOSEPH COUNTY COUNCIL, THAT:

SECTION 1. The St. Joseph County Council now finds that the benefits described in the statement of benefits filed in regard to this area can be reasonably expected to result from the project and are sufficient to justify the applicable deduction.

SECTION 2. The area described herein above and located within St. Joseph County is hereby declared to be an economic revitalization area, pursuant to Ind. Code § 6-1.1-12.1-1, et seq.

SECTION 3. The designation of this area is put in effect for a period of fifty (50) years from the passage of the confirmation of this Resolution.

**Bill No. (Continued)**

SECTION 4. The owner of all property located within such economic revitalization area shall, upon the rehabilitation or redevelopment of such property, and upon proper application, be entitled to a deduction from the assessed value of that property, as prescribed by Ind. Code § 6-1.1-12.1-1, et seq., for a period of ten (10) years on real property taxes and fifteen (15) years on tangible personal property used in the manufacturing process.

SECTION 5. This resolution shall be in full force and effect from and after its passage and approval and confirmation, as required by law.

---

Member, St. Joseph County Council

~~1<sup>st</sup> READING~~  
~~PUBLIC HEARING~~  
~~2<sup>nd</sup> READING~~  
~~NOT APPROVED~~  
~~REFERRED~~  
~~PASSED~~

**FILED**  
AUG 03 2022  
COUNTY COUNCIL  
ST. JOSEPH COUNTY INDIANA

JOHN R. MCNAMARA, P.E., L.S.  
County Surveyor  
SKY K. MEDORS, P.E.  
County Engineer  
WILLIAM S. SCHALLIOL, ESQ.  
Executive Dir. of Economic Development  
ABBY E. WILES, AICP  
Executive Dir. of Area Plan Commission



**ST. JOSEPH COUNTY**  
ESTABLISHED 1830

DEPARTMENT OF INFRASTRUCTURE, PLANNING & GROWTH

BOARD OF COMMISSIONERS  
ANDREW T. KOSTIELNEY  
District 1  
DEREK D. DIETER  
District 2  
DEBORAH A. FLEMING, D.M.D.  
District 3

## MEMORANDUM

TO: St. Joseph County Council

FROM: Bill Schalliol, Executive Director of Economic Development

DATE: August 3, 2022

RE: Bill No. 115-22  
Declaring a portion of St. Joseph County an  
Economic Revitalization Area  
(IEC Site #1 Project Site)

A handwritten signature in black ink, appearing to read 'Bill Schalliol'.

Attached to this memorandum is Bill No. 115-22 which is a declaratory resolution which would declare a portion of St. Joseph County as an Economic Revitalization Area (ERA). An ERA must be established to allow for a tax abatement to be granted for an economic development project. The ERA proposed for Bill No. 115-22 would be for a project located within the Indiana Enterprise Center and located within the boundaries of IEC Site #1. The designation of this area would be for a term of fifty (50) years. A tax abatement in this designated ERA would likely be for ten (10) years for real property abatement and for fifteen (15) years for personal property abatement.

**BILL NO. 72-22**

AMENDMENT NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING ORDINANCE 95-21,  
THE SAME BEING AN ORDINANCE ESTABLISHING SALARIES  
AND FIXING THE NUMBERS OF EMPLOYEES OF  
ST. JOSEPH COUNTY FOR THE YEAR 2022  
(Dept. 0002 Human Resources)**

NOW, THEREFORE, BE IT ORDAINED BY THE ST. JOSEPH COUNTY COUNCIL THAT:

**Section 1.** Ordinance 95-21 is hereby amended as follows:

**FUND:** 4702 Workers Compensation Casualty Insurance  
**DEPT:** 0002 Human Resources

**CURRENT:**

4702-11946-000-0002      Fleet Administrator      \$0.00

**TO READ:**

4702-11946-000-0002      Fleet Administrator      \$42,925.00

**Section 2.** This Ordinance shall be effective after passage and approved, as required by law.

\_\_\_\_\_  
Member, St. Joseph County Council



# Fleet Administrator

Under general direction, to plan, organize and oversee the operation and maintenance of the County's motor vehicle fleets. Working with departments on maintenance, repair and replacement of motor vehicles and equipment; to work in conjunction with personnel involved with fleet maintenance, deployment, and repair programs; and to do other work as required.

Duties may include but are not limited to the following:

1. Develops, recommends, and implements efficient fleet management policies, procedures, and programs; ensures operations follow Federal, State and local statutes, rules and regulations; documents and communicates policies to County staff; conducts long range fleet forecasting; develops and maintains strategic plan, goals and objectives.
2. Creates and maintains inventory of County vehicles and equipment, their condition for maintenance or repair; responds to inquiries from County departments, the public and other agencies regarding specific vehicles or general programs.
3. Ensures that all County vehicles meet standards set by the State; ensures that all vehicle licenses and titles are current according to State guidelines; coordinates insurance claims with Risk Manager and Claims Investigator.
4. Remains current on new developments and technology in the auto industry, including vehicle features and components, industry alerts or fuel constraints; plans and schedules training on new and specialized maintenance and repair techniques.
5. Ensures implementation of and compliance with safety procedures and regulations at work sites; attends safety meetings; reviews safety concerns and suggestions with management and assigned staff; assists in planning and implementing safety training programs.

# Required Knowledge and Skills

**Thorough Knowledge of:** Principles and practices of fleet management; Federal, State, and County regulations applicable to maintenance specifications, permitting, safety and environmental quality; safe operation of vehicle repair and maintenance equipment; current technology in the auto industry.

**Working Knowledge of:** Methods and procedures of governmental purchasing; inventory control systems and recordkeeping; State laws governing governmental purchasing; principles and practices of public administration, personnel management, program planning, budget administration; basic math; participative management theories.

**Skill to:** Develop and implement fleet management policies and procedures; plan, organize and manage programs; plan, organize, to improve quality, productivity and effectiveness; develop schedules and time/cost estimates for maintenance programs; prepare and interpret specifications for vehicles and equipment; communicate effectively, both orally and in writing to multiple levels of audience; explain complex technical matters to lay audience; maintain records and prepare clear and concise reports; and apply provisions of Federal, State and local legislation, rules and regulations applicable to fleet activities; incorporate team participation in decision making; respond to changes desired by citizens and County staff; establish and maintain effective working relationships with contractors, government agencies, County employees and the public.

Must successfully pass a criminal history check which may include national or state fingerprint records check.

Driving is required for County business on a regular basis or to accomplish work. Incumbents must possess a valid driver's license and possess and maintain an acceptable driving record throughout the course of employment.

Click or scroll to view upper level job /tools/salary-calculator/fleet-administrator-sr

# Fleet Administrator



Salary



Benefits



Job Description



Compare Jobs



Similar Jobs



Job Openings



Resume Critique

Salary (/tools/salary-calculator/fleet-administrator?type=base) Salary + Bonus (/tools/salary-calculator/fleet-administrator?type=bonus) Benefits (/tools/salary-calculator/fleet-administrator-benefits)

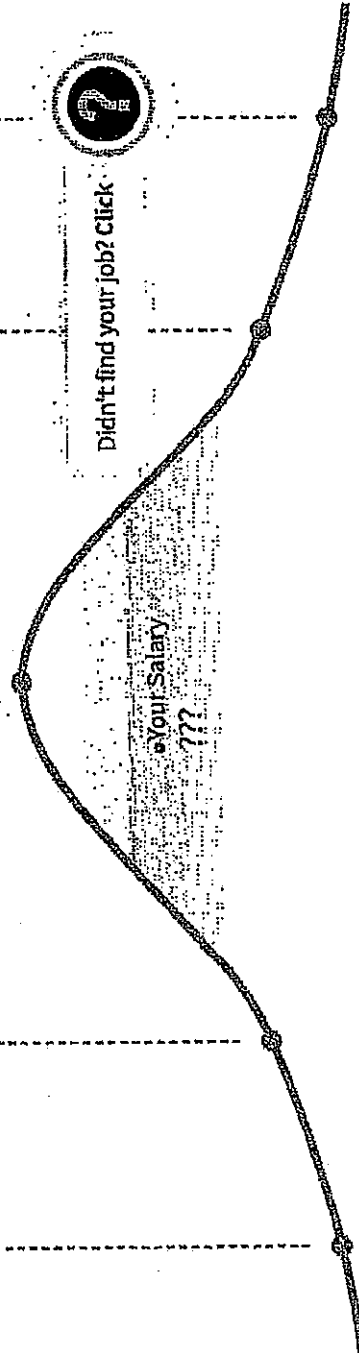
How To Become (https://www.salary.com/articles/how-to-become/how-to-become-a-fleet-administrator)

Based on HR-reported data: a national average with a geographic differential

View as table (/tools/salary-calculator/fleet-administrator?view=table)

Paid Annually

10%	\$36,672	25%	\$42,925	50% (Median)	\$49,794	75%	\$62,369	90%	\$73,817
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Employees Get a Salary Increase (https://secure.salary.com/personal-salary-report?swz\_chart&job=Fleet Administrator)

Employers: Price Your Company Jobs (https://www.salary.com/employers/company-salary?cd\_salary&cd\_job=Fleet Administrator&location=US)



Do you know the following factors can affect your pay? Check it out to see how much you are worth.

- Location
- Education
- Years of Exp.
- Direct Reports
- Reports To
- Performance

/tools/salary-calculator/fleet-administrator-sr

**Location Budget as of 05/14/2022**

Saint Joseph County

The Last Posted Date is 03/31/2022.

Fund: 4702 Work Comp/Casualty Insurance for 01/01/2022 thru 05/14/2022, Director: Human Resources

Loc: 0002 Auditor

Account Object	Description	Carry Forward Appropriation	Original Appropriation	Add'l Appropriation	Adj Appropriation	Total Appropriation	Encumbrance	Expenditure	Unencumbered Balance/Percent	Unexpended Balance/Percent
11945 000	Insurance Investigator P.T. General Govt.	0.00	33,326.00	0.00	0.00	33,326.00	0.00	12,817.70	20,508.30 61.54	20,508.30 61.54
11993 000	Risk Manager General Govt.	0.00	50,825.00	0.00	0.00	50,825.00	0.00	19,548.10	31,276.90 61.54	31,276.90 61.54
14800 000	FICA Taxes General Govt.	0.00	6,438.00	0.00	0.00	6,438.00	0.00	2,394.19	4,043.81 62.81	4,043.81 62.81
14810 000	PERF General Govt.	0.00	9,425.00	0.00	0.00	9,425.00	0.00	3,626.00	5,800.00 61.54	5,800.00 61.54
14840 000	Group Health Insurance General Govt.	0.00	36,000.00	0.00	0.00	36,000.00	0.00	9,000.00	27,000.00 75.00	27,000.00 75.00
10000	Totals *****	0.00	136,014.00	0.00	0.00	136,014.00	0.00	47,384.99	88,629.01 65.16	88,629.01 65.16
22010 000	Gas, Oil & Lubricants General Govt.	0.00	800.00	0.00	0.00	800.00	0.00	1,171.58	(371.58) (46.45)	(371.58) (46.45)
20000	Totals *****	0.00	800.00	0.00	0.00	800.00	0.00	1,171.58	(371.58) (46.45)	(371.58) (46.45)
31040 000	Liability Claims General Govt.	0.00	66,000.00	0.00	0.00	66,000.00	3,500.00	18,227.82	44,272.18 67.08	47,772.16 72.38
31041 000	Liability Claims Expense General Govt.	0.00	15,000.00	0.00	0.00	15,000.00	0.00	17,500.00	(2,500.00) (16.67)	(2,500.00) (16.67)
31042 000	Litigation Claims General Govt.	0.00	200,000.00	0.00	0.00	200,000.00	0.00	125,153.01	74,846.99 37.42	74,846.99 37.42
31043 000	Property Claims (County Prop.) General Govt.	0.00	100,000.00	0.00	0.00	100,000.00	0.00	11,534.73	88,465.27 88.47	88,465.27 88.47
31044 000	Property Insurance/Surety Bond General Govt.	3,783.00	250,000.00	0.00	0.00	253,783.00	3,783.00	0.00	250,000.00 98.51	253,783.00 100.00
31045 000	Vehicle Claims (C.D. Property) General Govt.	0.00	180,000.00	0.00	0.00	180,000.00	4,347.19	64,044.01	111,606.80 62.00	115,955.99 64.42

Financial System

05/14/2022 01:59 PM by J.MURPHY