AGENDA
Tuesday, January 17th, 2023 6:00 p.m.
4th FLOOR COUNCIL CHAMBERS

Join Board of Commissioners Meeting
Dial in: 1-312-626-6799 | Meeting ID: 992 8675 0389 | Passcode: 314981

PLEDGE OF ALLEGIANCE

A. FIRST ORDER OF BUSINESS: Opening and Reading of Bids/Letters of Interest on:

B. REPORTS AND REQUESTS FROM:

COMMISSIONERS:
  a) Accounts Payable Docket
  b) Business of the Month
  c) Citizen of the Month
  d) Reappointments to the Redevelopment Commission – Dennis Jordan, Josh Gobel, and Tyler Gillean
  e) Reappointment to the Alcohol Beverage Board – John Schalliol
  f) Bill Passed by the St. Joseph County Council (Ord #2-23)
     1) Resolution R-2-C-2023 – Receipt of Conflict Disclosure and Approving participation of McBride
     2) Resolution R-3-C-2023 – Approving outside consulting work for McBride
  g) Bills passed by the St. Joseph County Council (ORD #1-23, 3-23, 4-23)
  h) Resolution R-1-C-2023 – Abolishing the Board of Voter Registration
  i) Approval of Accredited Care Organization (ACO) contract between the County and the Select Network (St. Joe Medical) regarding the County’s Health Plan
  j) Approval of Settlement Agreement
  k) Approval of Amended Security Contract with Trinity Protection Group

PROCUREMENT:
  a) Request to Advertise – Interior Renovation of the County-City Lobby Bid

MAINTENANCE:
  a) Approval of Change Order #1 – SJC Archives Reroof
PSAP:
   a) Bid Award for PSAP remodel

POLICE:
   a) Approval of Annual Byrne Justice Grant Program Award – MOU

INFRASTRUCTURE, PLANNING, & GROWTH:
   a) Consent Agenda (12 items)
   b) Approval of Contract R – 37502 Auten Trail Bike and Pedestrian Facilities – Change Order #1
   c) Approval of Construction Engineering Services Agreement for DES No. 0902286 – McKinley Hwy added travel lanes project
   d) Approval of Project Completion Affidavit – Kline Creek Estates Subdivision

C. OLD BUSINESS:

D. PUBLIC COMMENTS (Three Minute Limit)

The Title VI Coordinator has made available at this meeting/hearing a voluntary Public Involvement Survey to collect demographic data to monitor and demonstrate St. Joseph County's compliance with its non-discrimination obligations under Title VI and Federal Regulation 23CFR 200.9(b)(4), and more importantly, ensure that affected communities and interested persons are provided equal access to public involvement. Compliance is voluntary. However, in order to demonstrate compliance with the federal regulation, the information requested must be documented when provided. It will not be used for any other purpose, except to show that those who are affected or have an interest in proceedings, or the proposed project have been given an opportunity to provide input throughout the process.
RESOLUTION OF THE BOARD OF COMMISSIONERS OF ST. JOSEPH COUNTY, INDIANA ACKNOWLEDGING RECEIPT OF CONFLICT DISCLOSURE AND APPROVING PARTICIPATION OF APPOINTED DISCLOSING PUBLIC SERVANT TO OUTSIDE CONSULTING WORK IN CONNECTION WITH GRANT FOR WHICH FUNDING IS PASSED THROUGH COUNTY

Whereas, Sharon McBride is employed by St. Joseph County as the Director of DuComb Center; and

Whereas, Sharon McBride has a pecuniary interest in working as a consultant in connection with a grant that is funded by FSSA but which funding is passing through the County; and

Whereas, the Board of Commissioners appoint the Director of DuComb Center; and

Whereas, Sharon McBride has disclosed her pecuniary interest by submitting to the Board of Commissioners of St. Joseph County the Uniform Conflict of Interest Disclosure Statement pursuant to IC 35-44.1-1-4; and

IT IS THEREFORE RESOLVED AS FOLLOWS:

The Board of Commissioners of St. Joseph County, Indiana hereby acknowledge receipt of the Conflict of Disclosure Statement submitted by Sharon McBride and hereby approve her participation as a consultant in connection with above described grant.

So Resolved this ___ day of January, 2023.

St. Joseph Board of County Commissioners

______________________________
Carl H. Baxmeyer - President

______________________________
Deborah Fleming, DMD - Vice President

______________________________
Derek D. Dieter - Member

Attest:

______________________________
John Murphy - St. Joseph County Auditor
UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT
State Form 54266 (R2 / 6-15) / Form 236
STATE BOARD OF ACCOUNTS

Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unwed and less than eighteen (18) years of age, and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. Name and Address of Public Servant Submitting Statement: Sharon L. McBride, St. Joe County
   Community Corrections and Ducomb Center, 4161 Lathrop Street, South Bend, IN 46628

2. Title or Position With Governmental Entity: Director, Ducomb Center

3. a. Governmental Entity: St. Joseph County
   b. County: St. Joseph

4. This statement is submitted (check one):
   a. as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
   b. as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.

5. Name(s) of Contractor(s) or Vendor(s): Sharon L. McBride

6. Description(s) of Contract(s) or Purchase(s) (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):

   FSSA Grant for development and implementation plan for outpatient competency restoration:
7. Description of My Financial Interest (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit):

I am one of two consultants paid from the grant. I will receive $35,000 for my work on the implementation plan. The Grant is a pass through grant funded by FSSA.

The grant does not involve the use of County funds; however, since it passed through the County, this disclosure is necessary.

(Attach extra pages if additional space is needed.)

8. Approval of Appointing Officer or Body (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university):

I (We) being the ____________________________ St. Joseph County Board of Commissioners ____________________________ of

(Title of Officer or Name of Governing Body)

__________________________ and having the power to appoint

(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

9. Effective Dates (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase):

1/16/2023

Date Submitted (month, day, year)  

Variable through June, 2023

Date of Action on Contract or Purchase (month, day, year)
10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: [Signature of Public Servant]

Date: January 16, 2023

(month, day, year)

Printed Name: Sharon L. McBride

(Please print legibly.)

Email Address: smcbride@ducombcenter.org

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here [https://gateway.ifionline.org/sboa_coil](https://gateway.ifionline.org/sboa_coil) which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.
RESOLUTION OF THE BOARD OF COMMISSIONERS OF ST. JOSEPH COUNTY, INDIANA APPROVING OUTSIDE CONSULTING WORK FOR ST. JOSEPH COUNTY EMPLOYEE SHARON MCBRIDE

Whereas, Sharon McBride is employed by St. Joseph County as the Director of DuComb Center; and

Whereas, the County has in place policy 2.15 of the St. Joseph County Human Resources Manual, which requires consent of department heads for outside employment by employees of the County; and

Whereas, the Board of Commissioners appoint the Director of DuComb Center; and

Whereas, Sharon McBride has requested permission to work as a consultant on a FSSA Community Coordination Grant which is a pass-through grant funded by FSSA and paid through the County; and

Whereas, it is in the interest of St. Joseph County to participate in this grant and such work does not present a conflict of interest with the County;

IT IS THEREFORE RESOLVED AS FOLLOWS:

The Board of Commissioners of St. Joseph County, Indiana hereby grants its approval for its employee, Sharon McBride, Director of DuComb Center, to work as a consultant in relation to the FSSA Community Coordination Grant in the amount of $100,000, and to be paid consulting services, under Fund 8931, under the terms of the grant.

So Resolved this __ day of January, 2023.

St. Joseph Board of County Commissioners

____________________________
Carl H. Baxmeyer - President

____________________________
Deborah Fleming, DMD - Vice President

____________________________
Derek D. Dieter - Member
Attest:

___________________________________
John Murphy - St. Joseph County Auditor
DATE: January 11, 2023
TO: St. Joseph County Commissioners
FROM: St. Joseph County Council
RE: Passed bills from Council to Commissioners

Attached please find the following bill, which is now an ORDINANCE, as approved at the St. Joseph County Council Public Hearing meeting held January 10, 2023

<table>
<thead>
<tr>
<th>BILL NO.</th>
<th>ORDINANCE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>178-22</td>
<td>1-23</td>
</tr>
<tr>
<td>177-22</td>
<td>2-23</td>
</tr>
<tr>
<td>180-22</td>
<td>3-23</td>
</tr>
<tr>
<td>181-22</td>
<td>4-23</td>
</tr>
</tbody>
</table>
AN ORDINANCE AMENDING ORDINANCE 115-22,
THE SAME BEING AN ORDINANCE ESTABLISHING SALARIES
AND FIXING THE NUMBERS OF EMPLOYEES OF
ST. JOSEPH COUNTY FOR THE YEAR 2023
(Dept. 0003 Treasurer)

This bill came before the St. Joseph County Council the 10th day of January, 2023,
and was voted to duly pass/not to pass, this Ordinance.

[Signature]
President, County Council

VOTES
YES 9
NO 0

ATTEST:
[Signature]
Auditor, St. Joseph County

Presented by me to the Board of Commissioners of the County of St. Joseph Indiana this
11th day of January, 2023, at the hour of 3 o'clock ___ M.

This Ordinance approved and signed by the Board of Commissioners of St. Joseph County,
Indiana on the _______ th day of __________, 2023, at the hour of ______ o'clock ___ M.

[Signature]
President, County Commissioner

[Signature]
Vice President, County Commissioner

[Signature]
Member, County Commissioner
AN ORDINANCE AMENDING ORDINANCE 115-22,
THE SAME BEING AN ORDINANCE ESTABLISHING SALARIES
AND FIXING THE NUMBERS OF EMPLOYEES OF
ST. JOSEPH COUNTY FOR THE YEAR 2023
(Dept. 0003 Treasurer)

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

Section 1. Ordinance 115-22 is hereby amended as follows:

FUND: 1000 General Fund
DEPT: 0003 Treasurer

CURRENT:
1000-11682-0000-0003 Cashier/Clerk $0.00

TO READ:
1000-11682-0000-9003 Cashier/Clerk $36,705.00

CURRENT:
1000-11980-0000-0003 Chief Deputy Auditor/Office Manager $53,025.00

TO READ:
1000-11980-0090-0003 Chief Deputy Auditor/Office Manager $54,616.00

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

Member, St. Joseph County Council

- FILED -
DEC 05 2022
AUDITOR
ST. JOSEPH COUNTY

FILED
DEC 05 2022
COUNTY COUNCIL
ST. JOSEPH COUNTY INDIANA
# Saint Joseph County, Indiana
## Form D - Appropriation/(Budget Reduction)

**Department Name:** Treasurer  
**Fund Names:** General Fund

<table>
<thead>
<tr>
<th>Fund/Account/Line</th>
<th>Account Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000.11882.00000.0002</td>
<td>Cashier/Clerk</td>
<td>$36,705.00</td>
</tr>
<tr>
<td>1000.11880.00000.0002</td>
<td>Chief Deputy Auditor/Office Manager</td>
<td>$1,591.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0.00</td>
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<td>$0.00</td>
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<td></td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Total:** $38,296.00

### Salary Amendment:

<table>
<thead>
<tr>
<th>Position Name</th>
<th>Current Salary</th>
<th>Proposed Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cashier/Clerk</td>
<td>$0.00</td>
<td>$36,705.00</td>
</tr>
<tr>
<td>(retroactive to first pay date of year - 3% standard pay raise)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chief Deputy Auditor/Office Manager</td>
<td>$53,625.00</td>
<td>$54,418.00</td>
</tr>
<tr>
<td>(retroactive to first pay date of year - 3% standard pay raise)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Justification:**  
Add additional appropriation to correct inadvertent mathematical errors in the Auditor's office while implementing the standard 3% pay increase that was provided for most employees in the 2023 budget.  
The Judgement/Debt Manager position was eliminated and the Cashier/Clerk position was increased by one staff member. In addition, the Chief Deputy Treasurer/Office Manager did not receive the 3% standard pay increase by mistake.
# Budget Projection by Location/Account/Object

**Funds:** 1000 General Fund  
**Location:** 0003 Treasurer  
**Current Year Note:** Per salary program for elected officials

<table>
<thead>
<tr>
<th>Accno/Obj</th>
<th>Description</th>
<th>2021 Expended</th>
<th>2022 Adopted Budget</th>
<th>2023 Adopted Budget</th>
<th>Difference 2022 - 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>11005.00000</td>
<td>County Treasurer</td>
<td>61,025</td>
<td>56,058</td>
<td>65,000</td>
<td>9,034</td>
</tr>
<tr>
<td>11006.00000</td>
<td>Investment Officer</td>
<td>0</td>
<td>7,476</td>
<td>0</td>
<td>(7,476)</td>
</tr>
<tr>
<td>11070.00000</td>
<td>Chief Deputy</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>11608.00000</td>
<td>Dep Treas/Finance</td>
<td>44,322</td>
<td>45,672</td>
<td>(47,048)</td>
<td>1,373</td>
</tr>
<tr>
<td><strong>Current Year Note:</strong> Increased duties, 3% increase</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11610.00000</td>
<td>Office Manager</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>11675.00000</td>
<td>Senior Clerk</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>11677.00000</td>
<td>Mortgage Clerk</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>11681.00000</td>
<td>Accounting Clerk</td>
<td>34,831</td>
<td>35,646</td>
<td>37,746</td>
<td>2,099</td>
</tr>
<tr>
<td><strong>Current Year Note:</strong> Increased duties, 3% increase</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11682.00000</td>
<td>Cashier/Clerk</td>
<td>89,485</td>
<td>108,906</td>
<td>(104,816)</td>
<td>3,207</td>
</tr>
<tr>
<td><strong>Current Year Note:</strong> ($53,705 +)**</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11901.00000</td>
<td>Chief Dep, Treas/Office Man.</td>
<td>62,200</td>
<td>55,026</td>
<td>(52,520)</td>
<td>3,506</td>
</tr>
<tr>
<td>11981.00000</td>
<td>Judgement/Exe. Manager</td>
<td>38,222</td>
<td>39,797</td>
<td>(38,797)</td>
<td>0</td>
</tr>
<tr>
<td>11982.00000</td>
<td>Mortgage/Recycling Manager</td>
<td>37,062</td>
<td>39,657</td>
<td>40,744</td>
<td>(1,187)</td>
</tr>
<tr>
<td><strong>Current Year Note:</strong> added duties, 3% increase</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11983.00000</td>
<td>Head Cashier</td>
<td>34,837</td>
<td>36,202</td>
<td>37,283</td>
<td>1,086</td>
</tr>
<tr>
<td><strong>Current Year Note:</strong> 3% increase</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11984.00000</td>
<td>Head Clerk</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>
| 11985.00000 | Temp/Seasonal Help                       | 18,056        | 0                   | (20,392)            | (2,336)                | (3.89%)

**1**** Totals: 301,840 420,351 280,392 (3.69)%**

| 1020.00000 | Official Forms & Records                 | General Gov'T. | 3,125 | 2,300 | 2,300 | 0 | 0.00% |
| 1030.00000 | Office Supplies                          | General Gov'T. | 1,596 | 3,550 | 4,000 | 500 | 14.29% |

**2**** Totals: 5,121 5,800 6,300 500 8.82%**

| 1070.00000 | Other Contractual Services               | General Gov'T. | 44,517 | 44,700 | 55,835 | 11,235 | 25.13% |

**Current Year Note:** Includes new Tracker Portfolio Accounting and Reporting software for Investments. $1,905 set up one-time fee and $4,740 annual fee

| 2020.00000 | Travel/Mileage                           | General Gov'T. | 0 | 200 | 700 | 600 | 260.00% |
| 2300.00000 | Postage                                  | General Gov'T. | 44,475 | 45,000 | 45,000 | 4,000 | 8.89% |
| 1300.00000 | Repair - Office Equipment                | General Gov'T. | 1,511 | 1,540 | 2,000 | 480 | 31.87% |

**3**** Totals: 90,738 91,777 107,670 16,165 17.65%**

| 1250.00000 | Office Equipment                         | General Gov'T. | 0 | 0 | 0 | 0 | 0.00% |

**4**** Totals: 0 0 0 0 0.00%**

| Location Total: 467,656 517,926 505,229 (12,697) 2.45% |

| Fund Totals: 467,656 517,926 505,229 (12,697) 0.00% |
### Budget Projection by Location/Account/Object

**Acct/Object Description**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Location: 0063 Treasurer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11003.0000 County Treasurer</td>
<td>General Gov/T.</td>
<td>54,621</td>
<td>64,521</td>
<td>65,066</td>
</tr>
<tr>
<td>Current Year Note: 1% pay increase. Total 2022 pay - $62,544</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11005.0000 Investment Officer</td>
<td>General Gov/T.</td>
<td>7,404</td>
<td>0</td>
<td>7,476</td>
</tr>
<tr>
<td>Current Year Note: Breakout investment officer pay, per County Council discussion</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11070.0000 Chief Deputy</td>
<td>General Gov/T.</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>11608.0000 Deep Treas/Finance</td>
<td>General Gov/T.</td>
<td>44,322</td>
<td>44,322</td>
<td>46,672</td>
</tr>
<tr>
<td>11810.0000 Office Manager</td>
<td>General Gov/T.</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>11676.0000 Senior Clerk</td>
<td>General Gov/T.</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>11677.0000 Mortgage Clerk</td>
<td>General Gov/T.</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>11681.0000 Accounting Clerk</td>
<td>General Gov/T.</td>
<td>35,071</td>
<td>35,071</td>
<td>36,640</td>
</tr>
<tr>
<td>11682.0000 Cashier/Clerk</td>
<td>General Gov/T.</td>
<td>68,122</td>
<td>68,122</td>
<td>106,908</td>
</tr>
<tr>
<td>Current Year Note: 3 x $35,638 (increase in one position) Reductions in staffing levels in prior years has hurt customer service. The new position is partially funded by an increase in the Solid Waste fees for fiscal assistance from $12,000 to $25,000 starting in 2021.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11980.0000 Chief, Dep. Treas/Office Mgr.</td>
<td>General Gov/T.</td>
<td>52,200</td>
<td>52,200</td>
<td>53,025</td>
</tr>
<tr>
<td>11991.0000 Judgement/Supreme Manager</td>
<td>General Gov/T.</td>
<td>38,222</td>
<td>38,222</td>
<td>36,797</td>
</tr>
<tr>
<td>11992.0000 Mortgage/Bankruptcy Manager</td>
<td>General Gov/T.</td>
<td>37,893</td>
<td>37,893</td>
<td>38,557</td>
</tr>
<tr>
<td>11995.0000 Head Cashier</td>
<td>General Gov/T.</td>
<td>34,827</td>
<td>34,827</td>
<td>36,202</td>
</tr>
<tr>
<td>11994.0000 Head Clerk</td>
<td>General Gov/T.</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Current Year Note: Position eliminated in 2019</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19885.0000 Temp/Seasonal Help</td>
<td>General Gov/T.</td>
<td>18,271</td>
<td>19,431</td>
<td>0</td>
</tr>
<tr>
<td>Current Year Note: Eliminated for 2022 - used to partially fund one new Cashier/Clerk position</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**1**** Totals:**

| Location Total: | 482,807 | 482,073 | 517,926 | 35,853 | 7.44% |
| Fund Totals: | 482,807 | 482,073 | 517,926 | 35,853 | 7.44% |

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*Projected*
These bills came before the St. Joseph County Council on the 10th day of January, 2023 and was voted to duly pass/not pass, this ordinance.
AYE

NAY

Joe Thomas

Ann Pet

Brenda Schmutz

Ralph Morton

Mack Ross

Randall J. K.

Mark A. Catanzeri

St. Joseph County Auditor

Presented by me to the Board of Commissioners of the County of St. Joseph, Indiana, this 11th Day of January, 2023 at the hour of 3 o’clock PM.

This Ordinance approved and signed by the Board of Commissioners of St. Joseph County, Indiana on Th day of , 2023 at the hour of o’clock M.

AYE

NAY
TRANSFER/APPROPRIATION BILL NO. 177-22
ORDINANCE: 2-23

Whereas, it has been determined that it is now necessary to appropriate more money than was originally appropriated in the annual budget; 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 several funds herein names and for the purposes herein specified, subject to the laws governing the same:

APPROPRIATION(S):
A. Treasurer
   General Fund
   1000-11682-000-0003   Cashier/Clerk   $36,705.00
   1000-11980-000-0003   Chief Deputy Attorney/Office Manager   $1,591.00
   TOTAL: $38,296.00

B. Health Department
   Health Beacon Safety Pin
   9166-33368-000-0055   Public Info & Education   $5,626.90
   TOTAL: $5,626.90

C. Ducomb Center
   Community Coordination Grant
   8931-31070-000-0080   Consulting Svc.   $100,000.00
   TOTAL: $100,000.00

D. Ducomb Center
   Other Compensation
   9127-11138-0022-0795   Other Compensation   $15,350.00
   TOTAL: $15,350.00
<table>
<thead>
<tr>
<th>Fund Accr. Obj.</th>
<th>Account Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000.1180.0000.0000</td>
<td>Cashier/Clk</td>
<td>$36,725.00</td>
</tr>
<tr>
<td>1000.11980.0000.0000</td>
<td>Chief Deputy Auditor/Office Manager</td>
<td>$1,591.00</td>
</tr>
</tbody>
</table>

**Total** $38,316.00

**Salary Amendment**

- **Position Name**: Cashier/Clk
- **Current Salary**: $0.00
- **Proposed Salary**: $36,725.00

*(proactive to first pay date of year - 3% standard pay raise)*

- **Position Name**: Chief Deputy Auditor/Office Manager
- **Current Salary**: $54,616.00
- **Proposed Salary**: $59,125.00

*(proactive to first pay date of year - 3% standard pay raise)*

**Justification**

Additional appropriation to correct inadvertent mathematical errors in the Auditor's Office while implementing the standard 3% pay increase that was provided for most employees in the 2023 budget. The Judgment/Surplus Manager position was eliminated and the Cashier/Clk position was increased by one staff member. In addition, the Chief Deputy Auditor/Office Manager did not receive the 3% standard pay increase by mistake.
### Salary Amendment

<table>
<thead>
<tr>
<th>Position Name</th>
<th>Current Salary</th>
<th>Proposed Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Justification**

Beacon Health System has amended the original contract with SJCDH ($10,000) and allocated an additional $5,626.90. (Beacon Health System has received funds from the Indiana State Department of Health to address infant mortality. Beacon Health System has requested a partnership with the Department of Health to work with crisis pregnancy centers to make sure all patients are directed to get prenatal care in the first trimester and increase awareness of the recommendations and activities needed to eliminate racial, ethnic, and socioeconomic disparities in birth outcome.)
AMENDMENT TO MEMORANDUM

BETWEEN

BEACON HEALTH SYSTEM AND ST JOE COUNTY HEALTH DEPARTMENT

It is mutually understood that the following paragraphs were updated, effective October 3, 2022:

1. Period of Performance. The period of performance covered by this Agreement shall be April 01, 2021, and shall remain in effect through March 31, 2023 (24 months), and shall not extend beyond unless extended in writing by mutual agreement between the parties or unless terminated at an earlier date by action of the prime sponsor. Either party, in its sole discretion, may terminate this agreement immediately without cause by providing sixty (60) days written notice to the other party. The parties acknowledge and agree that they shall not enter into an agreement the same as, or substantially similar to, the one described in this Agreement for one (1) year after the March 31, 2023, unless this Agreement is renewed on the same terms and compensation.

In the event of a material breach by either party that is not cured within 30 days of receipt of written notice thereof from the other party, the non-breaching party may, by written notice to the breaching party, (i) terminate this Agreement; (ii) terminate or suspend the provision of the Service hereunder; and/or (iii) pursue other legal and equitable rights and remedies to which it may be entitled.

2. Key Personnel. The Project Director for Beacon Health System shall be Sue Taylor or any other person designated by Beacon Health System.

Compensation. The actual cost to Beacon Health System, including all direct and indirect costs for the performance of this work shall not exceed the estimated cost of $699,980.00 U.S. Dollars in accordance with the attached detailed budget (Exhibit B). Beacon Health System shall not be obligated to reimburse SICHD for any costs incurred in excess of the amount specified herein unless this Agreement is modified in writing. All payments shall be considered provisional and subject to adjustment within the total cost established by this Agreement in the event that subject adjustment is necessary as a result of audit by the Federal Government.

SICHD shall submit, in writing, a monthly billable statement by the 30th day of each month. Any expense submitted after this day shall be paid within the following month's statement. SICHD shall submit an itemized budget expense log to ahightshoe@beaconhealthsystem.org each month. Payment from Beacon Health System will occur within approximately 15 days of receipt at which point SICHD will be responsible for ensuring all subsequent individuals are paid.

Allowable Costs. All costs incurred by SICHD shall be reasonable, allocable, and allowable in accordance with Safety Pin Grant Innovative Approaches to Addressing Infant Mortality grant specifications. SICHD agrees to be solely responsible for any expenditure made by it and disallowed by the prime sponsor and further agrees to reimburse Beacon Health System for any costs so disallowed.

3. Prior Approval Requirements. All requests for budget revisions requiring the prime sponsor's approval will be initiated by SICHD and routed for proper institutional approval, and then routed to Beacon Health System's Community Impact Attn: Sue Taylor. Beacon Health System may use its Institutional Prior Approval System where applicable in accordance with the prime sponsor's General Terms and Conditions for Research Grants.
### EXHIBIT B

<table>
<thead>
<tr>
<th>Detail</th>
<th>Acct Number</th>
<th>Budget</th>
<th>Spent</th>
<th>Balance Left</th>
</tr>
</thead>
<tbody>
<tr>
<td>SICHD - Outreach and training</td>
<td>8605</td>
<td>5,626.90</td>
<td>0.00</td>
<td>5,626.90</td>
</tr>
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</table>

FOR BEACON HEALTH SYSTEM

_Sue Taylor_
Sue Taylor, Manager  
_10/10/22_

Date

FOR ST JOE COUNTY HEALTH DEPARTMENT

_Amy Ruppe, Administrator_
Name, Position  
_11/23/22_

Date
Non-Collusion, Acceptance

The undersigned extinct, 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 § 4-2-6-4-3, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-49.5.

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 signing and 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 affirming. 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 Attorney General, and will be posted in the Active Contracts Database: http://contracts.in.gov/applications/active-contracts/

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 hereof.

87 JOSHDUB COUNTY HEALTH DEPARTMENT

By: [Signature]
Title: Administrator
Date: 7/27/2022 | 08:05 EDT

INDIANA DEPARTMENT OF HEALTH

By: [Signature]
Title: [Title]
Date: 7/27/2022 | 09:22 EDT

Electronically Approved: Department of Administration
By: [Signature]
[Title]

Electronically Approved: State Budget Agency
By: [Signature]
[Title]

Electronically Approved as to Form and legality by:
Office of the Attorney General
By: [Signature]
[Title]
## Budget

**Name of Organization:** St. Joseph County Health Department

**Program Description:** The purpose of the Health Issues and Challenges program is to develop and implement strategies focused on improving health outcomes and reduce the burden of the following priority areas: tobacco use, lead insecurity/lethality, lead exposure, hepatitis C, diabetes, obesity, coronary artery disease, chronic disease, alcohol, HIV/AIDS, and substance use disorders and community health workers/patient navigators.

**Budget Period:** 07/01/2021 to 06/30/2022

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<tr>
<th></th>
<th>Per Case Payment</th>
<th>Total</th>
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<tbody>
<tr>
<td><strong>Case Management</strong></td>
<td>$ 1,202.91</td>
<td>$3,608.77</td>
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<tr>
<td><strong>Environmental Protection</strong></td>
<td>$ 90.35</td>
<td>$240.90</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td>$599.67</td>
</tr>
</tbody>
</table>
Attachment C: Federal Funding

Federal Agency: Department of the Treasury
CFDA Number: 21.327
Award Name: Coronavirus State Fiscal Recovery Funds (CFRFP)
ARP.

1) Incorporation

This award is based on the application, as approved, the Indiana Department of Health (IDOH) submitted to the Department of the Treasury 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 regulations 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) Department of the Treasury Grants Policies

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-7(b)(6).

3) Victims of Trafficking and Violence Protection Act

The Contractor or Grantee is subject to the requirements of Section 102(g) of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 U.S.C. § 7101).

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/ceo/ceo.html.

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.legis.gov/13166/so13166.html.

5) Federal Information Security Management Act (FISMA)

The Contractor or Grantee must protect all information systems, electronic or hard copy which

contains federal data from unauthorized access. Congress and the Office of Management and

Budget (OMB) have instituted laws, policies, and directives that govern the creation and

implementation of federal information security policies that pertain specifically to grants and

View Balances by Fund
The Last Posted Date is 10/31/2022.

As of: 11/29/2022 Fund: 9166

The Last Posted Date is 10/31/2022.

Fund: 9166 Beacon Safety PIN Grant
Fund Type: Calendar (01/01/2022 - 11/29/2022)

<table>
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<th>Total</th>
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<td>Current Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appropriation:</td>
<td>0.00</td>
<td></td>
<td>9,147.75</td>
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<tr>
<td>Carry Forward Receipts:</td>
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<td></td>
<td>(48.25)</td>
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<tr>
<td>Receipts:</td>
<td>72.25</td>
<td></td>
<td>9,196.00</td>
</tr>
<tr>
<td>Encumbrance:</td>
<td>0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expenditure:</td>
<td>0.00</td>
<td></td>
<td>9,147.75</td>
</tr>
<tr>
<td>Estimated Revenue:</td>
<td>72.25</td>
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<td>9,196.00</td>
</tr>
</tbody>
</table>

| Grand Totals                     |         |          |       |
| Unreceived Revenue Balance:      | 0.00    |          |       |
| Unexpended Balance:              | 0.00    |          |       |
| Unencumbered Balance:            | 0.00    |          |       |
| Cash Balance:                    | 0.00    |          |       |
| Cash Balance Including Investments:| 0.00** |          |       |

**Total includes outstanding investments from the Investment System (ending balance).
## Location Budget as of 11/29/2022

The Last Posted Date Is 10/31/2022.

**Fund:** 9158 Beacon Safety PIN Grant for 01/01/2022 thru 11/29/2022, **Begin Date:** 04/26/2021, **End Date:** 04/22/2022, **Director:** Health Department

**Loc:** 0055 Health

<table>
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<th>Description</th>
<th>Carry Forward Appropriation</th>
<th>Original Appropriation</th>
<th>Addtl Appropriation</th>
<th>Adj Appropriation</th>
<th>Total Appropriation</th>
<th>Encumbrance</th>
<th>Expenditure</th>
<th>Unencumbered Balance/Percent</th>
<th>Unexpended Balance/Percent</th>
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<td>(502.00)</td>
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<tr>
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<td>General Gov'T.</td>
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<td></td>
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<td>(2,502.00)</td>
<td>0.00</td>
<td>9,147.75</td>
<td>0.00</td>
<td>9,147.75</td>
<td>0.00</td>
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</tr>
</tbody>
</table>

Location Totals: 11,649.75

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Saint Joseph County

Financial System 11/29/2022 04:49 PM by JMURPHY

Page 1
## Saint Joseph County, Indiana
### Form D - Appropriation/(Budget Reduction)

**Department Name:** Ducomb/Community Corrections  
**Fund Names:** Community Coordination Grant

<table>
<thead>
<tr>
<th>Account Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consulting Services</td>
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<tr>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>100,000.00</td>
</tr>
</tbody>
</table>

**Justification:**

An additional appropriation to set up a FSSA Community Coordination grant in the award amount of $100,000. Dr. Chime Buggs will receive $55,000 and Sharon McBride will receive $55,000 for their work on the implementation plan and monthly reporting activities. The implementation phase will be $40,000 and the monthly reporting phase will be $60,000 for a total grant of $100,000. The grant covers the time period of 3/1/22 through 6/30/23. The initial disbursement request is for $55,000. No County match is required. This is a federal pass-through grant with the Indiana Family and Social Services Administration, Division of Mental Health and Addiction.
GRANT AGREEMENT

CONTRACT #00000000000000000000062533

This Grant Agreement (this "Grant Agreement"), entered into by and between the INDIANA FAMILY AND SOCIAL SERVICES ADMINISTRATION, DIVISION OF MENTAL HEALTH AND ADDICTION (the "State") and ST JOSEPH COUNTY (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source.

The purpose of this Grant Agreement is to enable the State to award a Grant of $100,000.00 (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in Exhibits 1 and 2 of this Grant Agreement, which are attached hereto and 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 § 12-8-10 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"): SABG/SAPT-Supplemental CRRSA

CFDA # 93.859

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 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 Exhibit 1 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 March 01, 2022 and shall remain in effect through February 28, 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 $100,000.00. The approved Project Budget is set forth as Exhibit 1 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 Sixty (60) 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 Sixty (60) calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within Sixty (60) calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis only. 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
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/idea/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

By: [Signature]
Title: Executive Director
Date: 4/26/2022 | 09:07 PDT

INDIANA FAMILY AND SOCIAL SERVICES ADMINISTRATION, DIVISION OF MENTAL HEALTH AND ADDICTION

By: [Signature]
Title: Director
Date: 4/26/2022 | 09:09 PDT

Electronically Approved by:
Department of Administration
By: Rebecca Hawlendra, Commissioner

Electronically Approved by:
State Budget Agency
By: Zachary Q. Jackson, Director

Electronically Approved as to Form and Legality by:
Office of the Attorney General
By: Theodore E. Pokita, Attorney General
EXHIBIT 1
Scope of Work

The St. Joseph County will provide local community coordination for St. Joseph County. Local coordination can include but not limited to managing and organizing initiatives and meetings, assisting with community needs assessment, and increased service coordination and access to resources and treatment.

St. Joseph County shall submit an implementation plan no later than June 30, 2022 to include:
1. Timeline of start-up
2. Plan of coordination activities

St. Joseph County Community Corrections shall submit monthly reports to contain information for the time period of July 1, 2022-February 28, 2023 by the 30th of the month following the month of service to include:
1. Updates of coordination activities

The term of the grant is March 1, 2022-February 28, 2023.

<table>
<thead>
<tr>
<th>Project Activity/Item</th>
<th>Due Date</th>
<th>Unit</th>
<th>Number of Allowed Units</th>
<th>Unit Cost</th>
<th>Maximum Allowed</th>
<th>Documentation for Invoicing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implementation plan by June 30, 2022</td>
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<td>Each</td>
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### Request for Contract Preparation

**Adding items and chartfields (Financial Structure)**

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**Total REQ. Amount** $100,000.00
St. Joseph County Outpatient Competency Restoration – IMPLEMENTATION PLAN
COMMUNITY COORDINATION GRANT

Background:
In the state of Indiana, there is a dearth of options for competency restoration. In St. Joseph County, as well as surrounding counties, the only option is competency restoration at the state hospital level. Due to increasingly lengthening wait times (based on limited availability of beds) and the associated costs for restoration at the state hospital level (i.e. greater than $900 per day, on average), the need to identify alternatives to inpatient models has grown. One such model involves outpatient-based competency restoration programs.

Objectives:
In February 2022, a response to the RFF #2022-003 (Community Coordination Grant) was submitted. The proposal for funding was to lay the groundwork to establish a novel service line for St. Joseph County—an outpatient community-based competency restoration (OCR) program. The establishment of the proposed OCR Program would offer a solution for a long-standing issue within the criminal justice system in Indiana—the lack of viable options for competency restoration. This proposed implementation plan outlines the anticipated support and collaborations necessary to formally establish the program and ensure its success. The proposed St. Joseph County OCR Pilot Program will be run by LCB Forensic Psychiatric Services, LLC, in collaboration with DuComb Center and other key partnerships with community stakeholders.

- LCB Forensic Psychiatric Services, LLC is already an established entity run by dually Board Certified Adult and Forensic Psychiatrist, LaRissa Chism Buggs, MD
- Equipped with case management and other essential staff, DuComb Center already offers extensive evidenced based programming options to clients designed to address an individual’s immediate and long-term needs.
- LCB Forensic Psychiatric Services and DuComb Center already established relationships with key stakeholders in this endeavor (i.e. judges, prosecutors, etc), many of whom have expressed great interest in seeing an OCR Pilot develop in the local area.

Purpose:
The St. Joseph County OCR Pilot Program will provide community-based competency restoration services to individuals that have been ordered to the custody of the Family and Social Services Agency to undergo competency restoration services, including possible therapy, psychiatric services (including possible psychotropic medication) and skills training.

Key Community Coordination Planning Highlights include:
- In May 2022, Dr. Chism Buggs toured DuComb Center and completed a facilities assessment.
- In effort to prepare for the implementation of this program, LaRissa Chism Buggs, MD (LCB Forensic Psychiatric Services, LLC) and Sharon McBride (Executive Director of the DuComb Center) have been having meetings and other exchanges with interested stakeholders. Dr. Buggs has been laying the groundwork for the OCR program throughout the summer of 2022.
- Meetings and conferences will be ongoing and will be referenced in future monthly reports.
Implementation Plan:
- Coordinate strategic planning, program development, and stakeholder outreach activities relevant to the St. Joseph County OCR Pilot Program, including but not limited to meetings with DuComb Center Executive Board, JRAC Executive Committee, local Judiciary and Attorneys.
  - *This will be an ongoing and evolving activity throughout the duration of the Coordination Grant.*
- Perform background research on successful Outpatient Competency Restoration Programs to identify and review evidence-based strategies around which the local Pilot Program might be shaped.
- Develop a general Scope of Work for the St. Joseph County OCR Pilot Program.
- Develop a Program Budget.
- Develop protocol to adhere to reporting requirements to the State and/or Courts.
- Develop Intake and Initial Protocols that will be used to screen referred defendants for possible participation in the OCR program.
- Begin developing a legal-education manual that will be utilized by court-ordered program participants.
- Begin developing a programmatic schedule and workflow that will guide the general activities of staff, program partners and court-ordered participants.
- Develop proposed protocols to appropriately address court-ordered participants that fail to adhere to required standards.
- Develop strategies to establish and maintain each accepted participant’s internal file and identify the documents required for each confidential file.
- Develop promotional documents and other supportive, informational documents that can be used to promote and educate other possible stakeholders.
- Develop strategies to ensure the general safety and well-being of both staff and participants involved in the program.
  - *This will be ongoing and evolving.*
Caution: This is an external email. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department

Fyi

Sent from my T-Mobile 5G Device

-------- Original message --------
From: "Smith, Tina L." <Tina.Smith@fssa.IN.gov>
Date: 11/16/22 1:22 PM (GMT-05:00)
To: LaRissa Chism Buggs <lcbforensic@gmail.com>, Sharon McBride <smcbride@ducombcenter.org>
Subject: Great News - No Cost Extension

Good Afternoon! I have some fantastic news for you. A No Cost Extension for COVID-19 Supplemental funding was granted by our federal oversight SAMHSA yesterday. What does that mean for you and your Community Coordination Grant? It means that no more money will be awarded but you will have a new award period from March 1, 2022-June 30, 2023 to use the funding. This is especially helpful to those grantees that may have gotten started late and will not use their funds by February 28, 2023.

Do you think you will need the extra time to exhaust your funding? Please let me know by 4:00pm on Monday, November 28, 2022 so I can amend your contract.

Thank you so much,
tina

Tina Smith  
Addiction Stimulus Funds Coordinator  
Indiana Family Social Services Administration/Division of Mental Health and Addiction  
402 W. Washington Street, Rm W353  
Indianapolis, IN 46204  
317-233-4714

988 SUICIDE & CRISIS LIFELINE

If you or someone you know needs support now, call 988. Questions about 988 in Indiana? Email us at IN988Questions@fssa.IN.gov.
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Vendor Contact for Claim Questions:
Vendor Telephone and E-mail

Note: all reimbursement claims are due within 60 days after the Claim Period End Date. Unless otherwise specified within the executed contract.

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<td>Electronic Signature is created by combining 'CCRF' + PO# + Last Service Date + Unique Claim ID</td>
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| $75,000 and < $1,000,000 Authorized Signature Required |
| Signature: |
| Approved | Denied |
| Date: |
| Printed Name: |

| $1,000,000 and $10,000,000 Authorized Signature Required |
| Signature: |
| Approved | Denied |
| Date: |
| Printed Name: |

| Controller Signature on All Claims |
| Signature: |
| Approved | Denied |
| Date: |
| Printed Name: |

PS CCA Changed on Receiver? O Yes  O No by: |

Comments (Required for Edit and/or Denials) |

FSSA All Initial Receipt Stamp

Claim Form Printed 5/8/2022
# FSSA CONTRACT CLAIM REIMBURSEMENT FORM

**Contract/Amendment Number:** 000000000000000082533 / ORIG  
**Contract Descr:** 410StJoeCty22/Coord  
**Start Date:** 03/01/2022  
**Contract AMT:** $100,000.00  
**End Date:** 02/28/2023  
**Deliverable(s) Completed On And/Or Good(s) And/Or Service(s) Provided For Period Beginning: Through:**

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Claim Form Printed 5/6/2022
St. Joseph County Community Corrections
4161 Lathrop Street
South Bend, Indiana 46628

Re: RESPONSE TO RFF #2022-003 (Community Coordination Grant)

Kelly Welker
Assistant Deputy Director of Addiction FSSA/Division of Mental Health and Addiction
Kelly.Welker@fssa.IN.gov

Dear Kelly Welker:

Enclosed is a response to the RFF #2022-003 (Community Coordination Grant). The enclosed proposal outlines a novel outpatient community-based solution for a long-standing issue within the criminal justice system in Indiana—the lack of viable options for competency restoration—and the associated support necessary to implement it.

Outpatient Competency Restoration programs are ones that provide community-based competency restoration services. These services can include mental health treatment, substance use treatment, along with legal education for people found Incompetent to Stand Trial. In general, outpatient competency restoration programs are designed to accomplish two very important goals:

--Reduce the number individuals with mental illness or co-occurring psychiatric and substance use disorders waiting for inpatient competency restoration services. (Many wait in jail.)

--Expedite access to appropriate outpatient clinical services and competency restoration services for individuals that meet criteria to participate in care in a less restrictive setting.

Thank you for considering this proposal.

Sharon McBride
Director
smcbride@ducombcnter.org
(574) 236-2133

Randy J. Squadroni
Financial Coordinator
Proposal narrative

In the state of Indiana, there is a dearth of options for competency restoration. In St. Joseph County, as well as surrounding counties, the only option is competency restoration at the state hospital level. Due to increasingly lengthening wait times (based on limited availability of beds) and the associated costs for restoration at the state hospital level (i.e., greater than $900 per day), the need to identify alternatives to inpatient models has grown.

One such model involves jail-based competency restoration. Incarceration, however, is still a costly endeavor for the state of Indiana. The average daily cost to support an adult inmate in the Department of Corrections (DOC) without special needs or other mental health concerns is approximately $53 per day. Furthermore, the situation of limited beds in the DOC mirrors the situation of limited beds at the state hospital level for forensic services. It, therefore, comes as no surprise that the DOC and forensic psychiatry service providers have similarly sought ways to divert less dangerous offenders away from the traditional models of incarceration or hospitalization, respectively. In 2020 the estimated cost savings for the Indiana DOC to divert F6 offenders to St. Joseph County was approximately $2.8 Million. Effective models for competency restoration for low-level offenders, however, has yet to be explored in Northern Indiana. Although jail-based programs temporarily address the shortage of beds, a longer-term, more cost-effective solution must include options made available by extending restoration models into structured community-based correctional services programs. St. Joseph County Community Corrections (SJCCC)-DuComb Center is an optimal candidate through which the model-program might be implemented.

Currently, the St. Joseph County Community Corrections (SJCCC)-DuComb Center already has the tools in place to provide evidence-based community supervision programs that enhance public safety and reduce recidivism. In 2020, for example, SJCCC used the Indiana Risk Assessment tool to screen over 400 clients referred to the Jail Treatment and Forensic Diversion programs. The Indiana Risk Assessment tool is used to determine the criminogenic risk(s) and needs of each individual accepted into the SICC program. Those determined to have substance abuse or mental health issues are referred to addictions counseling and/or to psychiatric treatment providers (i.e., an in-house or a community provider, such as Oaklawn Psychiatric Center, Lincoln Therapeutic Services or other licensed, contracted clinicians). This same approach could be used to determine which low-level offenders deemed not competent to stand trial would be appropriate to participate in a community-based competency restoration program and run by DuComb Center once it is established.

SJCCC also already offers extensive evidenced based programming options to clients designed to address an individual’s immediate and long-term needs. Clients supervised through SJCCC receive individualized treatment plans based on their criminogenic risk and needs. This is achieved by integrating in-house cognitive behavioral programming, community-based treatment options, job readiness, substance abuse services and graduated supervision with community placements. The proposed community-based competency restoration program would be integrated into the spectrum of services that already exist under the auspices of graduated supervision with community placements—home detention, day reporting, community transition and pre-trial supervision.

- **Home Detention:** This program offers an alternative supervision for moderate to low-risk clients who have mandatory sentences they would otherwise have to serve in jail or with the Department of
Corrections. Clients in this program are allowed to live in their home communities while serving their sentence. Clients can be placed in the program directly by the courts or they can earn the program through positive program participation. Home detention provides 24/7 electronic monitoring, regular home visits and random drug and alcohol screenings.

**Day Reporting**: This program is most appropriate for low-level felons and misdemeanants, and includes daily reporting to the facility, weekly meetings with case managers and regular home visits.

**Community Transition Program (CTP)**: this program serves clients who are still under Department of Correction supervision but who have been approved to serve the remainder of their sentence (up to 180 days) with Community Corrections. All CTP participants begin their placement in the facility but can earn the ability to transition to home detention.

**Pretrial Supervision**: Clients on this program are placed by the courts as a condition of bond. These clients have not been convicted therefore they are not under the supervision of SJCCC. However, on the courts order, the clients are subject to electronic monitoring which is monitored by SJCCC.

Clients assigned to these programs are already typically designated as moderate or low risk, which means their need for treatment programs are minimal or based on the courts order. Since individuals deemed not competent to stand trial are court-ordered to participate in competency restoration, SJCCC-DuComb Center could easily incorporate a competency restoration curriculum that reflects the models currently used at the State Hospital level. These curricula often include legal education, in addition to medication management, if applicable, and skills training.

While two jail based models are being explored in Indiana (in Marion and Vanderburgh Counties specifically), establishing suitable outpatient program model has seemingly proven more difficult. SJCCC-DuComb Center is poised to meet this growing need. Funding from this grant would be used to establish an exploratory committee that is comprised of members from existing partners; to expand partnerships that include, for example, LaRissa Chism Buggs, MD (a Board-Certified Adult and Forensic Psychiatrist); and to establish partnerships with local post-doc psychology fellows and law schools. The goal of the committee would be to design and implement a model for outpatient community-based competency restoration with the potential to be replicated elsewhere in Northern Indiana or the rest of the state.
Saint Joseph County, Indiana  
Form D - Appropriation/(Budget Reduction)  

Department Name - Fund 9127 Project Income  
Other Compensation  

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Salary Amendment

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<tr>
<td>Position Name</td>
<td>Current Salary</td>
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Justification

Please see attached sheet. Ducumb Center is looking to get approval to pay $15,350 in bonuses to 34 Ducumb employees in 2023. If approved, the bonuses will be paid out of the Project Income Fund in February 2023. The 2023 budget line item Other Compensation was approved at $40,000 by the DOC and County Council. The average bonus is approximately $450 per employee.
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Total Other Compensation Costs/ Budget Balance = 34

$15,350.00

$24,400.00
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:

Clary Fire Territory
American Rescue Plan Fund

8590-43010-0000-0040  Other Improvements (Fire Hydrant Wells)  $250,000.00

TOTAL: $250,000.00

Member, St. Joseph County Council

Filed
Nov 22 2022
County Council
St. Joseph County Indiana
Bill No. 180-22

Ordinance No. 3-23

These bills came before the St. Joseph County Council on the 10th day of January, 2023 and was voted to duly pass, this ordinance.

AYE

[Signatures]

NAY

[Signatures]

Presented by me to the Board of Commissioners of the County of St. Joseph, Indiana, this 11th day of January, 2023 at the hour of 3 o’clock PM.

This Ordinance approved and signed by the Board of Commissioners of St. Joseph County, Indiana on ___________ th day of __________________, 2023 at the hour of __________ o’clock ______ M.

AYE

[Signatures]

NAY

[Signatures]
## Form D - Appropriation/(Budget Reduction)

### Department Name - Clay Fire Territory
### Fund Names - American Rescue Plan

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<td>$6,000.00</td>
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<tr>
<td></td>
<td></td>
<td>$6,000.00</td>
</tr>
</tbody>
</table>

**Total** $250,000.00

### Justification

Additional appropriation of $250,000.00 to the American Rescue Plan (ARP) for infrastructure investment in fire hydrant wells in Harris Township which will result in improved safety outcomes for residents, business owners, and visitors in the community. Clay Fire Territory’s evaluation of the water supply currently available for emergency use demonstrates that there is a limited supply of water volume needed during fire emergencies within the community. Water projects are specifically noted as eligible uses of ARP funding.
Print

American Rescue Plan Grant Request Form - Submission #20748

Date Submitted: 11/29/2022

American Rescue Plan Grant Request Form - Round II

This form will be accepted only from October 14, 2022 - November 30, 2022.

ABSOLUTELY NO LATE SUBMISSIONS WILL BE CONSIDERED.

Date of Submission*  
11/29/2022  

Agency Type*  
Township Government

Department Name*  

Agency Name*  

Township*  
Clay Fire Territory (Clay/Harris/German Townships)

Department or Agency Contact Information

First Name*  
Jaren  

Last Name*  
Kilian

Email*  
Jillian@clayfd.com  

Phone Number*  
574-272-2144

Address*  
18355 Aulen Road

City*  
South Bend  

State*  
IN  

Zip Code*  
46637

Project Information

Amount Requested*  
260,000.00  

Total Amount of the Project*  
260,000.00
Amount from Other Funding Sources

Additional Funding Sources

Explain the source of additional funding

Project Concept*

In accordance with the eligible expense types for the American Rescue Plan funds request, this project proposal is for two (2) additional fire hydrant wells in the Granger community (Harris Township) of unincorporated St. Joseph County, IN.

Please describe your project funding request in detail.

Project Need and Anticipated Outcomes*

The Clay Fire Territory’s evaluation of water supply currently available for emergency use demonstrates there is limited supply for providing sufficient water volume during human-caused and natural fire emergencies within the community. Currently, the fire department is limited to providing water during these types of emergencies through specially designed rural water supply trucks which shuttle water in quantities of less than 2,000 gallons per trip. This infrastructure investment into these fire hydrant wells in Harris Township will result in improved public safety outcomes for the residents, business owners, and visitors of our community. Please refer to page 22, Item 4 of the Clay Fire Water Supply Strategy document (attached), as well as the quote for the wells.

Please describe how this project will fill a need in the community and detail all anticipated outcomes and positive impacts to the community that would result from completion of this project.

Supporting Documents

Peerless Midwest Fire Pump Quote for Harris Township.pdf

Please attach any additional documents necessary to explain the request.
September 8, 2021

Clay Fire Territory
18355 Auten Road
South Bend, IN 46637

Attention: Timm Schabbel - Fire Chief

Residential Fire Hydrant Wells / Fill Stations - Granger, IN

Chief Schabbel,

We are pleased to offer the following quotation to provide “Turn-key” Fire wells to be used as fill stations in Granger, IN:

Fire Pumps to be a Peerless Model 10MAF - 6 stage fire pump rated at 500 GPM @ 110 psi capable of pumping 750 GPM. The fire pump shall be UL Listed and FM Approved. The motor shall be a 50 HP motor, UL listed.

The controller shall be rated for 480V service. The controller shall be a Torrotech soft start fire pump controller and have a transfer switch to allow for generator service to provide power to the controller and motor. The electrical equipment will be Nema 4x, tropicalized and rated for an outdoor service with watertight enclosures. All electrical from the motor to controller is included in price.

Successful drilling of a test well in order to confirm the length and slot size of screen for the fire well. This well may be drilled by the direct rotary method. Certified hydrogeologist shall be on site to classify and analyze the drilled materials and to make the well screen selection. This well shall be grouted shut in accordance with IDEM requirements upon completion.

Completion of Main fire well included in pricing post test drilling and well design. As outlined, completion of the project would be 6 months after authorization to proceed.

Peerless Midwest to handle this project “turn-key” for a cost of $125,000.
Adder for 125kW MTU Generator Installed: $55,000

The cost of the service from AEP is not to be included in this price.

We appreciate this opportunity. Please contact us if you should have any questions or if we can be of assistance to you in any way.

Sincerely,
Andrew J. Williams
Project Manager

www.peerlessmidwest.com
55980 Russell Industrial Parkway, Mishawaka, IN 46545 Phone (574) 264.9050 Fax (574) 254.9880
Water Supply Strategy

Updated August 2021
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</tr>
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<td>29</td>
</tr>
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<td>30</td>
</tr>
</tbody>
</table>
Introduction

The availability of water has been a long-standing necessary commodity. Water is possibly one of the most basic and common needed elements required to sustain life. The human body cannot survive without the availability of water. It is, indeed, one of the most basic requirements of life. The same premise holds true with regard to firefighting.

Water effectively extinguishes a fire by cooling the fuel (burning combustibles) to a point below the temperature which the fire could continue to burn or reignite.

The basis of firefighting began thousands of years ago. Early in our history, man began to understand that fire could be controlled by water. The Romans developed the first known man-made water distribution system through the use of aqueducts. The first known American Water Distribution System was developed around 1800 in the City of Philadelphia.

Early organized firefighting operations utilized “bucket brigades” to transport water from a source to the scene of a fire. Water was carried in leather buckets from an available water supply – usually a well, river, lake or a canal, and then applied to the fire by firefighting crews. Portable tanks with hand-operated pumps were later utilized to deliver water to a fire more effectively. Hand-operated pumping apparatus was later equipped with leather hoses to allow the pump to draft from a static water source, and pump the water to the scene of a fire. These systems improved the fire department’s ability to supply water, but were greatly limited due to the location of the water source in comparison to the location of the fire.

In most developed communities, the installation of a system of underground water mains extending from a fixed, central pumping station, provided much-improved distribution and access to water for firefighting. As improvements were made to water distribution systems, improvements were also made to modernize the fire apparatus in a way to maximize the fire department’s ability to distribute water.

Most urban areas are covered by a network of hydrants and mains that make up the public water distribution system. Rural areas often do not have this convenience and must depend on other means and sources to provide sufficient water for fire department use. In these cases, portable and static water supply systems are considered to be the primary source of providing water for firefighting purposes.

The areas currently protected by the Clay Fire Territory are highly unique. For many decades, the areas of Clay, German, and Harris Townships were considered rural farming area. However, the area has experienced significant growth; specifically, residential construction, over the past 30 years. In response to the growth, the affected fire departments have developed a significant system to provide firefighting water through non-traditional means.

The 2010 – 2014 Clay Fire Territory Strategic Plan clearly delineates the need for a coordinated, well-defined deployment model to local emergencies and catastrophic disasters. The deployment of adequate emergency resources in a quick, safe response system is paramount to our organization. The response area of the Clay Fire Territory is not completely serviced by a municipal water distribution system. The purpose of this document is to identify the various mechanisms in use by the Clay Fire Territory to deliver firefighting water, and to identify opportunities to increase the department water supply capabilities.
Municipal Water Distribution Systems

Traditionally, fire service water supply is delivered via fire hydrants connected to underground water mains. Approximately 45% of the Clay Fire Territory response area is currently protected through municipal water delivery systems. Due to Clay Fire's proximity within several municipalities, the Agency interfaces with the following Water Distribution Systems:

- City of Mishawaka
- Niles Township (MI)
- City of South Bend
- University of Notre Dame
- Wedgewood Park

Water distribution systems with appropriate water flow capacity and adequately located fire hydrants supply the greatest and most reliable option for firefighting. Currently, there are 843 active fire hydrants located in Clay Fire's response area. Every fire hydrant within the boundaries of the Clay Fire Territory is individually identified within the Records Management System.
Non-Traditional Water Supply Options

The Clay Fire Territory utilizes several non-traditional methods of supplying water for firefighting purposes in areas not protected by fire hydrants that are connected to a water distribution system. Through a combination of specially designed fire apparatus, well sites, underground water tanks, dry fire hydrants, and various natural water sites such as lakes, ponds, and rivers, Clay Fire is working to provide fire suppression resources through various means.

The following illustration demonstrates the current layout and distribution of current fire hydrant locations, as well as identifying non-traditional water sites.
Well Sites

The Clay Fire Territory has worked diligently to identify non-traditional water supply sources in areas not serviced by a municipal water supply system. Currently, there are 22 active well sites located in Clay Fire’s response area. Every active well site located within the boundaries of the Clay Fire Territory is individually identified within the Records Management System. In addition, the well site is rated based on its individual flow capacity. The following list demonstrates the identified well sites as well as the corresponding well capacity:

<table>
<thead>
<tr>
<th>Well Name</th>
<th>GPM</th>
</tr>
</thead>
<tbody>
<tr>
<td>50860 Princess Way</td>
<td>1500</td>
</tr>
<tr>
<td>51383 Bittersweet Drive</td>
<td>1500</td>
</tr>
<tr>
<td>12694 Adams Road</td>
<td>1500</td>
</tr>
<tr>
<td>50750 Gumwood</td>
<td>1200</td>
</tr>
<tr>
<td>12484 Anderson Road</td>
<td>750</td>
</tr>
<tr>
<td>12850 SR 23</td>
<td>750</td>
</tr>
<tr>
<td>10050 Brummit</td>
<td>750</td>
</tr>
<tr>
<td>10060 Brummit</td>
<td>750</td>
</tr>
<tr>
<td>50800 Cherry Road</td>
<td>700</td>
</tr>
<tr>
<td>51500 Fir Road</td>
<td>500</td>
</tr>
<tr>
<td>Highland Shores</td>
<td>400</td>
</tr>
<tr>
<td>51818 Gumwood Road</td>
<td>400</td>
</tr>
<tr>
<td>Clover &amp; Clover Ridge</td>
<td>350</td>
</tr>
<tr>
<td>Knollwood Maintenance</td>
<td>330</td>
</tr>
<tr>
<td>51420 Grape Road</td>
<td>500</td>
</tr>
<tr>
<td>13065 Anderson Road</td>
<td>600</td>
</tr>
<tr>
<td>52682 Currant</td>
<td>500</td>
</tr>
<tr>
<td>Greenway Golf Course</td>
<td>500</td>
</tr>
<tr>
<td>15052 SR 23</td>
<td>500</td>
</tr>
<tr>
<td>51446 Elm Road</td>
<td>500</td>
</tr>
<tr>
<td>13060 Adams Road</td>
<td>500</td>
</tr>
<tr>
<td>Rosemann Pump House</td>
<td>350</td>
</tr>
</tbody>
</table>
Underground Storage Tanks

The Clay Fire Territory utilizes several underground water storage tanks that provide a fixed amount of water at certain locations. Generally, these are static sites that are maintained and filled by the Clay Fire Territory as needed. Once the water has been utilized, it must be refilled by department apparatus.

Currently, there are five (5) active Underground Fill Sites located in Clay Fire’s response area. Every active well site located within the boundaries of the Clay Fire Territory is individually identified within the Records Management System. In addition, the well site is rated based on its individual flow capacity. The following list demonstrates the identified well sites as well as the corresponding well capacity:

<table>
<thead>
<tr>
<th>Location</th>
<th>Capacity</th>
<th>Flow</th>
</tr>
</thead>
<tbody>
<tr>
<td>50841 Birch Road</td>
<td>21,000 Gallons</td>
<td>400 GPM</td>
</tr>
<tr>
<td>13981 SR 23</td>
<td>18,000 Gallons</td>
<td>250 GPM</td>
</tr>
<tr>
<td>50415 Herbert Street</td>
<td>18,000 Gallons</td>
<td>250 GPM</td>
</tr>
<tr>
<td>50530 Cougar Drive</td>
<td>21,000 Gallons</td>
<td>250 GPM</td>
</tr>
<tr>
<td>51981 Bittersweet Road</td>
<td>18,000 Gallons</td>
<td>250 GPM</td>
</tr>
</tbody>
</table>

The site located at 50841 Birch Road is considered a pressurized water site, as it has been equipped with a pump that allows the system to be pressurized and deliver water directly from the underground tank into a fire apparatus. The remaining water tanks require an engine to attach to the system and “draft” the water from the tank into another fire apparatus. Obviously, this process is time consuming, and provides limited flows.
Dry Hydrants

The Clay Fire Territory maintains several dry hydrant sites. A dry hydrant is simply a pre-piped water way that extends into a body of water, such as a river or a lake, allowing easy access to natural sources without the set-up time required for a regular drafting operation. Dry hydrants generally employ 6" or larger pipe runs from an intake location to the lower area of the body of water.

Currently, there are three (3) active dry hydrants located in Clay Fire’s response area. Every dry hydrant site located within the boundaries of the Clay Fire Territory is individually identified within the Records Management System. In addition, the dry hydrant sites are rated based on its individual flow capacity. The following list demonstrates the identified dry hydrants as well as the corresponding well capacity:

<table>
<thead>
<tr>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>51570 Fox Pointe Lane</td>
</tr>
<tr>
<td>51570 Quail Ridge Drive</td>
</tr>
<tr>
<td>St. Patrick's County Park</td>
</tr>
</tbody>
</table>


Portable Pumps

The Clay Fire Territory utilizes portable pumps that are designed to provide temporary water from a natural body of water, such as a river or a lake. Portable pumps are easy to utilize; however, they can be time consuming to set up and only provide a minimal amount of flow. Ice conditions are another obstacle that could minimize the effectiveness of portable pumps.

Currently, the department has two (2) portable pumps in-service that is stowed on Tanker 22 and Tanker 25. This unit includes a floating strainer that is placed into the body of water and designed to keep debris and mud out of the pump. This pump is rated at 425 GPM at approximately 50 psi. These units would generally not be used as the primary water source, but rather as a supplement the water supply operation.

The Clay Fire Territory has identified 45 lakes or ponds which may be used to provide supplemental water supply.
Water Testing and Inspection Process

The Clay Fire Territory conducts several testing processes to ensure water systems are fully functional and operational. Results of the inspections are recorded within the Department's Records Management System. Any noted deficiency is identified and forwarded to the appropriate water company. All identified water supply sites are inspected as listed below. Results of the inspections are recorded within the Department's Records Management System.

Fire Hydrants
All fire hydrants are identified and tracked by the Clay Fire Territory. The Water Supply Officer shall ensure the following:
- Annual Hydrant Inspection Schedule for all fire hydrants
- Annual flow testing schedule

Fire Supply Wells
All fire supply wells are identified and tracked by the Clay Fire Territory. All approved well sites are tested and inspected as follows:
- Annual Inspection in accordance with NFPA Standards (generally done by third party).
- Semi-annual Inspection and flow testing by department personnel (Spring & Fall)
- Monthly visual Inspection

Underground Water Supply Tanks
All approved underground water supply tanks are identified and tracked by the Clay Fire Territory. All approved underground water supply tanks are tested and inspected as follows:
- Semi-annual Inspection and flow testing by department personnel (Spring & Fall)
- Monthly visual Inspection
- Annual "shock treatment" (performed in Fall)

Dry Hydrants
All approved dry hydrants are identified and tracked by the Clay Fire Territory. All approved dry hydrants are tested and inspected as follows:
- Semi-annual inspection and flow testing by department personnel (Spring & Fall)
- Monthly visual Inspection including the following elements:

In addition, the Water Supply Officer conducts flow testing at new construction projects as part of the Plan Review process on behalf of the Community Services Division, or as requested / required by the administration. All recorded history, inspection, and maintenance conducted by the Clay Fire Territory is entered into our Records Management System.
Traditional Fire Engines

The main purpose of the fire department Engine Apparatus is to provide water at adequate pressures for fire streams and deliver various equipment to the fire scene. The Clay Fire Territory has traditionally utilized triple combination pumpers, which mean each Engine has a self-contained 500 – 1,000 gallon water tank, hose bed which is capable of carrying 1,000 foot of 5” supply hose, and a fire pump. In addition, all of our Engines carry a vast array of fire equipment, such as various sized ladders, hose appliances, forcible entry tools, self-contained breathing apparatus (SCBA), and other required accessories.

Tanker Apparatus

Mobile water supply apparatus, known as Tankers, are used to transport water to areas beyond the reasonable access of a water supply system or where the water system is inadequate. All of the Clay Fire Engine Companies carry water, but not large enough quantities to sustain an extend fire attack. Tankers have water tanks larger than those found on Engine Apparatus.

Tankers are used as support vehicles for the Attack Engines and can serve as a mobile reservoir or “nurse tanker”. More specifically, Tankers can also serve in a shuttle operation at extended fires whereby the fire required more water than the on-scene apparatus carries.
Clay Fire Engines — A modified Pumper/Tanker Apparatus

As previously identified, Engines and Tankers are designed for specific fireground missions, and are, therefore, engineered to maximize their intent. Another viable option is the design of a Pumper/Tanker apparatus. There are several varieties of this style of apparatus; however, the traditional pumper/tanker is essentially a Tanker that has minimal upgrades, such as the size of the pump, that allow it to function as a very limited Engine. However, the Clay Fire version of a Pumper/Tanker is essentially an Engine designed with the ability to also serve as a Tanker. By utilizing the Clay Fire design, an apparatus meets the rigid requirements and specifications of an Engine and is then provided with a larger water tank and equipped with 10” x 10” side dumps allowing the apparatus to adequately fulfill its primary mission of an Engine, while having the ability to dump and shuttle water as needed. While a standard fire engine carries between 500 - 1,000 gallons of water, a newly designed Clay Fire Engine is equipped with 1,500 gallons of water.

Clay Fire Engine 22, 23, 24 & 25 were specifically designed utilizing the Clay Fire Pumper/Tanker specification. These vehicles have the capability of providing 50% additional water as the initial attack engine, are all equipped with an on-board CAFS system including a full complement of tools and equipment and can serve as a shuttle unit if necessary. Furthermore, this apparatus will supply an additional 1500 gallons of water when used in the “Give me your water” process. Engine 21 will be replaced in Summer 2019 utilizing these specifications.
Humat Valves

The Clay Fire Territory conducted research on the use of Hydrant Assist Valves. These devices are designed to maximize the flows from fire hydrants. As identified in the attached Hydrant Assist Valve Study (Appendix A), Clay Fire has the potential to increase hydrant flows by nearly 100% through the use of Hydrant Assist Valves.

Following the study by the Clay Fire Research & Development Report, a recommendation was identified in 2012 to Install Humat Valves on all Clay Fire Engines. This recommendation was completed in 2012. Currently, Clay Fire is working with other local fire agencies to implement Humat Valves on their apparatus as well.

### Relay Pumping Flow Test using Hydrant Assist Valves

**August 7 & 8, 2012 - 13thart Fire Training Grounds**

<table>
<thead>
<tr>
<th>Configuration</th>
<th>Hydrant Only (1st connection)</th>
<th>4-WAY Valve Attached: NOT PUMPED</th>
<th>4-WAY Valve Attached: PUMPED</th>
<th>Humat Valve Attached: NOT PUMPED</th>
<th>Humat Valve Attached: PUMPED</th>
<th>2 Engine Relay Pump with NO Hydrant Assist Valve</th>
</tr>
</thead>
<tbody>
<tr>
<td>Key Pumpers</td>
<td></td>
<td></td>
<td>10 psi</td>
<td>20 psi</td>
<td>120 psi</td>
<td></td>
</tr>
<tr>
<td>Key Pumpers</td>
<td></td>
<td></td>
<td></td>
<td>110 psi</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Key Pumpers</td>
<td></td>
<td></td>
<td></td>
<td>1,250 rpm's</td>
<td>2,000 rpm's</td>
<td></td>
</tr>
<tr>
<td>Engine R.P.M.</td>
<td>10 psi</td>
<td>10 psi</td>
<td>10 psi</td>
<td>10 psi</td>
<td>10 psi</td>
<td></td>
</tr>
<tr>
<td>Engine R.P.M.</td>
<td>843 gpm</td>
<td>824 gpm</td>
<td>1,133 gpm</td>
<td>752 gpm</td>
<td>1,501 gpm*</td>
<td>1,540 gpm*</td>
</tr>
</tbody>
</table>
Portable Tanks

Portable tanks, also known as porta-tanks, are large collapsible or folding units that provide a temporary water deployment point during shuttle operations. The main function of the porta-tank is to serve as a reservoir for Engines and provide an unloading point for Tankers. Porta-tanks are constructed of a metal frame with a vinyl or synthetic liner. Generally, porta-tanks will hold between 2,000 – 3,000 gallons of water.

Jet Siphons

Frequently, one porta-tank will not be capable of holding all the water required for a fire fight. In these situations, multiple porta-tanks tanks will be deployed to support the initial (primary) porta-tank. During these operations, it is critical that the primary porta-tank is supported by the support porta-tanks. The Engine will generally only draft from the primary porta-tank. The Department uses a jet siphon to "move" water from the support porta-tank to the primary tank. The Jet Siphon is attached to a 10' of 6" hard-suction hose through a 1-1/2" coupling. Water pumped through the hard suction creates a venturi effect and, thereby, flows water from the support porta-tank to the primary tank.
Tanker Shuttle Operations

Most of the Engines within the Clay Fire Territory fleet carry 1,000 gallons of water. This amount of water gives the initial attack crew a sufficient amount of water to safely begin attacking the fire. In non-hydranted areas, the Department utilizes a Tanker Shuttle system to provide needed water. This is an elaborate system that utilizes a combination of Engines and Tankers in concert to provide needed fire flows to the scene.

- During Shuttle Operations, Tankers are required to transport water from a valid water supply site to the scene of a fire. During significant fires, this process is repeated several times. The possible fire flows are dependent upon three (3) main-timed functions: The time it takes to travel between the drop-site and the fill-site.
- The time it takes to fill the Tanker at the fill-site.
- The time it takes to empty the water at the dump-site.

The Department is actively striving to reduce the times required to complete the above mentioned tasks. Any reduction in time identified above will produce additional available water supply at the fire scene.
Shuttle Fill Operations (Cam Locks)

Once a fill-site has been established, several steps may be taken to increase the efficiency of the site. Generally, once a fill-site is active, it will remain set-up until the operation is no longer required. Once the first apparatus sets up the site, all hoses, valves, and appliances will remain at the site for other Tankers to utilize.

The Cam Lock is a system utilized by Clay Fire to reduce the time and effort required to connect a Tanker to a fill-site. The Cam Lock is a universal connection that allows either a 2-1/2" or 3" supply hose to be quickly attached to the intake or tank-fill ports on a tanker. The connection is made by a quick and easy application, as compared to the traditional turning of threaded couplings. The use of Cam Locks enables Clay Fire the ability to reduce Tanker fill-times by up to 60 seconds.

Mapping

The Clay Fire Territory has worked diligently to identify water supply sources within its response area. As stated earlier, Clay Fire tracks and utilizes 843 active fire hydrants, 21 well sites, 5 underground storage tanks, 3 dry hydrants and numerous open bodies of water to provide firefighting water supply.

Every identified water site located within the boundaries of the Clay Fire Territory is individually identified within the Records Management System. Fire personnel utilize an in-vehicle computer program to identify the closest, best suited, water supply location based on the incident. Every response vehicle is equipped with a ruggedized lap-top that utilizes a mapping program called “Remote Access” to easily locate the closest available water site.
Tanker Dump Times

The amount of time it takes for a Tanker to dump its water into a porta-tank will impact the efficiency of the shuttle operation. Clay Fire has identified the amount of time required to completely off-load water from the Tankers into the porta-tanks.

This process is greatly improved by the use of side or rear “dumps”. The dumps are either pneumatic or hydraulic discharges mounted on the sides and/or rear of the Tankers. The size and configuration has a significant effect of the off-loading times of the Tankers. Generally, all new Tankers are specified to have a minimum 10” x 10’ dump shoot that extends 12” – 18” from the apparatus. The following table illustrates the off-load times of the current apparatus:

<table>
<thead>
<tr>
<th>Apparatus #</th>
<th>Tank Capacity</th>
<th>Dump Time</th>
<th>750 GPM Fill Time</th>
<th>1500 GPM Fill Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tanker 22</td>
<td>2000</td>
<td>1:04</td>
<td>3:05</td>
<td>2:25</td>
</tr>
<tr>
<td>Tanker 23</td>
<td>3000</td>
<td>2:16</td>
<td>4:30</td>
<td>3:41</td>
</tr>
<tr>
<td>Tanker 24</td>
<td>1800</td>
<td>1:12</td>
<td>3:00</td>
<td>2:20</td>
</tr>
<tr>
<td>Tanker 25</td>
<td>1800</td>
<td>1:12</td>
<td>3:00</td>
<td>2:20</td>
</tr>
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<td>Engine 22</td>
<td>1500</td>
<td>.58</td>
<td>3:15</td>
<td>3:10</td>
</tr>
<tr>
<td>Engine 23</td>
<td>1500</td>
<td>.58</td>
<td>3:15</td>
<td>3:10</td>
</tr>
<tr>
<td>Engine 24</td>
<td>1500</td>
<td>.58</td>
<td>3:15</td>
<td>3:10</td>
</tr>
<tr>
<td>Engine 25</td>
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<td>.58</td>
<td>3:15</td>
<td>3:10</td>
</tr>
<tr>
<td>Engine 125</td>
<td>1500</td>
<td>1:18</td>
<td>3:02</td>
<td>2:54</td>
</tr>
</tbody>
</table>
Compressed Air Foam Systems (CAFS)

As stated earlier in the document, water effectively puts out a fire by cooling the fuel (burning combustibles) to a point below the temperature at which the fire can continue to burn or reignite. Compressed Air Foam Systems (CAFS) are used to pump a mixture of firefighting foam concentrate, water, and air for efficient firefighting of Class A applications. The CAFS gives additional benefits, including using up to 80% less water and reducing knock-down times. A CAFS system is a standard water pumping system where compressed air can be added to a foam solution to generate a mixture of water and firefighting foam. The air compressor also provides energy, which gallon for gallon, propels compressed air foam farther into the hazard zone than aspirated or standard water nozzles.

CAFS systems are designed to attack all three sides of the fire triangle simultaneously. The foam blankets the fuel, thereby reducing the fuel’s capacity to seek out a source of oxygen. The CAFS solution adheres to ceilings and walls, more readily aiding in rapid reduction in heat. Also, the surfaces of the foam, as it adheres to items within the fire area, shield the fuel source from radiant energy.

There has been a vast amount of research over the past ten years that focused on the ability of CAFS foam and air firefighting systems to suppress Class 'A' fires and it is beyond a doubt, that a tiny amount of foam additive entrained into a water/air mix clearly outperforms plain water in suppressive performance. A vast reduction in fire 'knockdown' and suppression times are being seen and the transition to lightweight attack hose-lines, where the air content creates a line that is half the weight of a normal water line, means firefighters are finding it much easier to advance and operate.

In a typical CAFS unit employing a balanced system, the foam solution is normally proportioned at a ratio ranging from .1% to .5% with .3% being the standard baseline for application. In a low energy system the amount of foam used is nearly 10 times as great (from 1% through 6%). In a balanced system the final output will be a ratio of one cubic foot per minute (CFM) of air for each gallon per minute (GPM) of water discharged. The operation of a balanced system CAFS is further simplified with the use of flow meters on discharges utilizing CAFS. This eliminates the need for calculating friction loss (which is basically a non-factor in CAFS) and gives the apparatus engineer a clear understanding of nozzle application versus available water supply.

When the CAFS is fully initiated, the hoseline actually becomes a vital link in the production of the final discharged product through the agitation process of foam, air, and water in the hoseline, referred to as "scrubbing." This process of scrubbing, along with the mix ratio of foam solution and air, will ultimately determine the bubble structure. The greater the ratio of water and foam solution versus air, the "wetter" the foam will be due to the foam bubble being more spherical in shape. This type of application is needed to reach deeply seated fires with the additional penetration that a high energized foam system can create. By reducing the water and foam solution in relation to the volume of air, the foam takes on a "drier" characteristic, even to the point of shaving cream consistency due to the bubble structure now being more polyhedral in shape. Also, the drier the foam consistency is, the drain time is extended, providing excellent prolonged wetting characteristics which aid in reducing the chances of rekindle.
**MABAS Division 201**

Clay Fire is an active participant in the Mutual Aid Box Alarm System (MABAS) Division 201. This system provides for a standardized, structured system of mutual aid between local fire agencies. All fire agencies within St. Joseph County, as well as those located within 20 miles of Clay Fire Territory, are members of the MABAS system. The MABAS system provides additional resources to Clay Fire in a systematic process through the use of automatic aid, box alarms, and special plans.

Several non-hydranted areas have been identified and agreements with neighboring fire departments have been executed to provide resources upon the report of a fire. These responses, known as automatic aid, are provided as soon as the incident has been reported. Furthermore, any Clay Fire personnel may request additional resources based on their specific needs through the Box Alarm System. All of the Department's Districts have been planned into response zones with assets pre-identified for both residential and commercial risks (see Appendix B).

In addition, MABAS Division 201 has developed a Tanker Plan system whereby the Incident Commander can request water supply resources either independently, or in conjunction with the Box Alarm system. As demonstrated below, each Tanker Plan level provides for three (3) additional shuttle tankers, as well as an Engine Company, and a Box Chief on a Tanker Plan 1 and Tanker Plan 2.

<table>
<thead>
<tr>
<th>MABAS Division 201</th>
<th>Tanker Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>TYPE OF ALARM: Tanker Supply</td>
<td></td>
</tr>
<tr>
<td>OCCUPANCY: ANY</td>
<td></td>
</tr>
<tr>
<td>LOCATION: ANY</td>
<td></td>
</tr>
<tr>
<td>GRID'S: ANY</td>
<td></td>
</tr>
<tr>
<td><strong>STILL ALARM</strong></td>
<td></td>
</tr>
<tr>
<td>Tanker Plan 1</td>
<td>Tanker Plan 2</td>
</tr>
<tr>
<td>3 Tankers</td>
<td>3 Tankers</td>
</tr>
<tr>
<td>1 Engine Company</td>
<td>1 Engine Company</td>
</tr>
<tr>
<td>1 Box Chief</td>
<td>1 Box Chief</td>
</tr>
<tr>
<td><strong>TOTALS:</strong></td>
<td><strong>TOTALS:</strong></td>
</tr>
<tr>
<td>3 Tankers</td>
<td>6 Tankers</td>
</tr>
<tr>
<td>1 Engine</td>
<td>2 Engines</td>
</tr>
<tr>
<td>1 Box Chief</td>
<td>2 Box Chiefs</td>
</tr>
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</table>

Water Supply Strategy
Mutual Aid Tanker Resources

The following table identifies the current mutual aid Tanker resources available to Clay Fire:

<table>
<thead>
<tr>
<th>Department</th>
<th>Year</th>
<th>Make</th>
<th>Capacity</th>
<th>Dumps</th>
</tr>
</thead>
<tbody>
<tr>
<td>Baugo Twp</td>
<td>2002</td>
<td>Kenworth</td>
<td>2200</td>
<td>Side</td>
</tr>
<tr>
<td>Bertrand</td>
<td>1993</td>
<td>International</td>
<td>2000</td>
<td>Side/Rear</td>
</tr>
<tr>
<td>Cleveland Twp</td>
<td>1999</td>
<td>E-One</td>
<td>2600</td>
<td>Rear</td>
</tr>
<tr>
<td></td>
<td>2011</td>
<td>Pierce</td>
<td>3000</td>
<td>Rear</td>
</tr>
<tr>
<td>Concord Twp</td>
<td>1994</td>
<td>Suphen</td>
<td>2500</td>
<td>Rear</td>
</tr>
<tr>
<td></td>
<td>2008</td>
<td>Volvo</td>
<td>3300</td>
<td>Side/Rear</td>
</tr>
<tr>
<td>Edwardsburg</td>
<td>1994</td>
<td>KME</td>
<td>3000</td>
<td>Side/Rear</td>
</tr>
<tr>
<td></td>
<td>2004</td>
<td>Pierce</td>
<td>3300</td>
<td>Side/Rear</td>
</tr>
<tr>
<td>Howard Twp</td>
<td></td>
<td>Spencer</td>
<td>2500</td>
<td>Rear</td>
</tr>
<tr>
<td>Madison Twp</td>
<td>2009</td>
<td>KME</td>
<td>1500</td>
<td>Side/Rear</td>
</tr>
<tr>
<td></td>
<td>2011</td>
<td>International</td>
<td>3500</td>
<td>Side/Rear</td>
</tr>
<tr>
<td>New Carlisle</td>
<td>2004</td>
<td>Freightliner</td>
<td>2500</td>
<td>Side/Rear</td>
</tr>
<tr>
<td></td>
<td>1987</td>
<td>International</td>
<td>3500</td>
<td>Side/Rear</td>
</tr>
<tr>
<td>Niles Twp</td>
<td>1990</td>
<td>Ford</td>
<td>6500</td>
<td>Pump</td>
</tr>
<tr>
<td>Osceola</td>
<td>1980</td>
<td>International</td>
<td>2500</td>
<td>Rear</td>
</tr>
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<td>Penn Fire</td>
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<td>Freightliner</td>
<td>3000</td>
<td>Side/Rear</td>
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<td></td>
<td>1998</td>
<td>Pierce</td>
<td>1500</td>
<td>Side/Rear</td>
</tr>
<tr>
<td></td>
<td>1998</td>
<td>Pierce</td>
<td>1250</td>
<td>Side/Rear</td>
</tr>
<tr>
<td>SouthWest Central Fire</td>
<td>2000</td>
<td>Pierce</td>
<td>1500</td>
<td>Side/Rear</td>
</tr>
<tr>
<td></td>
<td>1993</td>
<td>Freightliner</td>
<td>1800</td>
<td>Side/Rear</td>
</tr>
<tr>
<td>Warren Twp</td>
<td>1998</td>
<td>Volvo</td>
<td>2800</td>
<td>Side/Rear</td>
</tr>
<tr>
<td></td>
<td>1998</td>
<td>Volvo</td>
<td>2800</td>
<td>Side/Rear</td>
</tr>
</tbody>
</table>
MABAS Hydrant / Coupling Survey

MABAS Division 201 recently completed a hydrant and coupling survey to ensure that all participating units have access to common connections and thread styles. The following table identifies the current capabilities amongst the local fire departments.

<table>
<thead>
<tr>
<th>Department</th>
<th>1-1/2&quot;</th>
<th>IP/NST Adp's</th>
<th>2-3/2&quot;</th>
<th>Hydrants</th>
<th>Capable of 4-1/2&quot;</th>
<th>Capable of 5&quot;</th>
<th>2-3/2&quot; Cams</th>
<th>Notes</th>
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<tbody>
<tr>
<td>Clay Fire</td>
<td>NST</td>
<td>Yes</td>
<td>NST</td>
<td>4-1/2&quot; &amp; 5&quot;</td>
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<tr>
<td>Liberty Twp</td>
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<td>No</td>
<td>NST</td>
<td>4-1/2&quot;</td>
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<td>No</td>
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<td></td>
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<tr>
<td>Lakeshore</td>
<td>NST</td>
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<td>NST</td>
<td>4-1/2&quot;</td>
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<td>Yes</td>
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</tr>
<tr>
<td>Madison Twp</td>
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<td>NST</td>
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<td>Yes</td>
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<td>NST</td>
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<tr>
<td>Niles Twp</td>
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<td>NST</td>
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<td>No</td>
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<td></td>
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<tr>
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<td>5&quot;</td>
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<tr>
<td>Osceola</td>
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<td>Yes*</td>
<td>No**</td>
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<td>SB Airport</td>
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<td>Yes</td>
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<td>SWIFT</td>
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<td>Walkerton</td>
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<td>NST</td>
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<td>No</td>
<td>No</td>
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<td>Warren</td>
<td>NST</td>
<td>Yes</td>
<td>NST</td>
<td>5&quot;</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

*Penn: Need 2 additional 4.5/5 adapters
**Penn: Needs six total Cam Locks

April 8, 2013
Recommendations: (Program Update: August, 2021)

The following section includes identified recommendations to further the delivery of water throughout the Fire Territory response area. The items listed below are not listed in any particular order of importance.

1. It is clearly understood that a water distribution system with appropriate water flow capacity and adequately located fire hydrants supply the greatest and most reliable option for firefighting. Whenever possible, additional water mains with adequately spaced fire hydrants should be encouraged. This recommendation is ongoing. As an example, a municipal waterline with hydrants has been extended north on Gumwood Road from Cleveland to Brick Road, then east on Brick Road to Fir Road, then south on Fir Road to State Road 23.

2. As identified in the current Clay Fire Capital Improvement Plan (CIP), replace Engine 22 (Auten Road Fire Station), Engine 24 (Elm Road Fire Station), and Engine 25 (Bittersweet Road Fire Station) with a 1500-gallon – 1500 gpm CAFS pumper / tanker similar to Engine 23. This recommendation was completed in 2014. Engine 21 was replaced in 2019.

3. Provide 24-hour staffing for a Tanker in Battalion 4 (either Station 24 or Station 25). The position should be created to also serve as an additional fire inspector during business hours, similar to the existing tanker 22 position. Occasionally filled with the Rover position.

4. Add additional dedicated fire service wells within Battalion 4 (Harris Township) similar to the 1500 gpm fire service well located at the Buckeye Terminal. The following list indicates either the specific or general area recommended locations for additional wells. This list has not been generated in order of priority:
   - Clay Fire Station #24 (Elm Road and State Road 23) Planned in 2022.
   - General area of Industrial Drive west of Bittersweet Road Completed in 2021.
   - General area of Princess Way north of State Road 23 Completed in 2017.
   - General area within Grid #1 (northeast Harris Township)
   - General area of Adams Road between Fir and Elm Roads

The Fire Administration will assist the Fire Commission and the Participating Units to identify potential funding sources and possible funding partners. This recommendation is ongoing.

5. Continue to pursue the utilization of early detection and suppression systems, including encouraging the installation of commercial and residential fire sprinkler systems throughout the area. This recommendation is ongoing.

6. Encourage the installation of additional dry hydrants throughout the response area.

7. Add an additional portable pump to Tanker 24 and Tanker 25. Completed.

8. Continue to provide fire and building code compliance efforts throughout the response area. This recommendation is ongoing.
APPENDIX – A
PROJECT: Humat Hydrant Assist Valve
DATE: August 2012
REPORT #: 001-08/12

BACKGROUND

The Clay Fire Territory recently purchased the Humat brand hydrant assist valve (See Image 1) for all of its engine companies as well as the tanker. The hydrant assist valve proves a great benefit as it allows a supply line to be connected to the hydrant in a forward lay operation and charged before the arrival of another engine at the hydrant. Once another engine arrives, they may act as the key pumper and boost the pressure of the supply line to the forward pumper maximizing the flow of the hydrant. There are various situations throughout the Clay Fire Territory in which very long forward hose lays can occur. Maximizing the amount of water from these hydrants in paramount and this valve enables us to do so. The Humat brand valve was chosen for its rugged, firefighter friendly design. It only has one lever in which the user has to engage to boost the hydrant once the proper hose connections are made.

Additional details as well as advantages and disadvantages are listed in the Clay Fire Task Manual and are detailed as follows:

"The Humat valve is made of a lightweight aluminum alloy which is heat treated for extra strength and durability. All metal surfaces are hard coated before final assembly to prevent corrosion and to increase surface strength. The valve, with 5" Storz couplings attached, weighs over 20 lbs. There is 10-15 lbs of friction loss for this appliance when not being supported by a key pumper (un-pumped) depending on the hydrant flow. There is zero (0) friction loss in the valve when it's being supported by a Key pumper (a pumped supply line). Below are the advantages and disadvantages of using the valve:

Advantages:

☐ When used when first taking the hydrant, the Humat valve allows the supply line to be pumped without interrupting the water supply to the Forward pumper.
The Humat valve will never limit the amount of water available from the hydrant. The butterfly-controlled waterway that directs water to the Forward or Key pumper is a full 5 1/2 inches in diameter.

The Humat valve is not subject to twisting from the charging of large diameter hose.

The valve can be threaded to the hydrant either right side up or upside down.

The water control handle position is an immediately recognizable indication of the position of the controlling butterfly valve, if the handle is across the valve - it is closed, if in line with the valve - the valve is open.

Using the Humat will always put the initial supply line down the street parallel to the gutter, no matter which way you lay out. This allows easy apparatus placement of the Key pumper that is assigned to pump the supply line. It also allows greater access to the scene, and it helps avoid errant civilian traffic damage to the supply line.

If the Key pumper should fail for any reason, the Humat valve will automatically revert the hydrant water and pressure back into the supply line to the Forward pumper.

If the Forward pumper should fail for any reason, the Key pumper could effectively pump through the Forward pumper's centrifugal pump to supply water to any handlines or master streams attached to the Forward pumper (do not pump 5" LDH over 185 psi).

When a hydrant is being pumped using a Humat valve, the entire capacity of the hydrant can be flowed down the supply line (2,500 gpm +).

Disadvantages:

- 10 - 15 lbs of appliance friction loss when not being pumped.
- 150 lbs of friction loss when being pumped.

Mounting the valve to the rear tailboard could make some rear compartments difficult to access or open.

OBJECTIVE

While this valve has many benefits there are several operational questions posed needing answered. The goal of the flow testing done in conjunction with this report is aimed at answering them.

These questions include:

- What is the flow rate gain when "pumping" the valve versus not pumping the valve?
- If I hook up the valve, and don't pump it, what is my loss of flow?
- When do I hook up the valve?
When do I pump the valve?

EQUIPMENT REVIEW & EVALUATION

To answer these questions, flow testing was conducting comparing a standard hydrant connection, a standard hydrant connection relay pump operation, the Humat hydrant assist valve, as well as a Harrington Brand hydrant assist valve as a comparison. (Note: Clay Fire used to carry one Harrington Brand valve in the past and the results show the advantage of the Humat brand over this brand.) The testing was done using a simulated 1000' forward lay of 5" LDH.

To answer the questions:

- **What is the flow rate gain when “pumping” the valve versus not pumping the valve?**

  To answer this question, please refer to Table 1 for the full flow test results. To summarize the key facts:

  - If hooking directly to the hydrant the maximum flow obtained was **841 gpm**.
  - If attaching the Humat valve and NOT pumping it the maximum flow obtained was **752 gpm**.
  - If attaching the Humat valve and pumping it the maximum flow obtained was **1501 gpm**.

  Therefore, when attaching the Humat valve and pumping it, the flow increase went from 752 gpm to 1501 gpm. An increase of **100% flow**.

  If comparing pumping a Humat to just hooking up to the hydrant, the flow increase went from 841 gpm to 1501 gpm. An increase of **78% flow**.

  As the numbers show, this valve provides us a tremendous benefit in maximizing our flow on forward hose lays.

- **If I hook up the valve, and don’t pump it, what is my loss of flow?**

  As table 1 shows, again:

  - If hooking directly to the hydrant the maximum flow obtained was **841 gpm**.
  - If attaching the Humat valve and NOT pumping it the maximum flow obtained was **752 gpm**.

  Therefore, there is a loss of 11% or about 90 gpm when attaching the Humat Valve and NOT pumping it.
When do I hook up the valve?

The valves are all pre-connected to the 5" LDH supply hose and mounted to the bumper of each engine. (See Image 2) Anytime when conducting a forward lay over 200' the valve should be hooked up. 200' and under the operation will likely be the engineer performing a hand-jack. In this case the valve would be removed, left on the bumper, and the hose stretched by hand to the hydrant. The maximum amount of 5" that can be stretched efficiently by hand is 200'. This is the limiting factor on when to hook up or not hook the valve.

When do I pump the valve?

Anytime the valve is hooked up to the hydrant it should be planned on being pumped. As the facts show, this valve provides us no advantage when having it hooked up and NOT pumped, but it provides us a great advantage with a 78% increase in flow when pumped.
Table 1
Relay Pumping Flow Test using Hydrant Assist Valves
August 7 & 8, 2012 - Elkhart Fire Training Grounds

<table>
<thead>
<tr>
<th></th>
<th>Hydrant Only (5&quot; connection)</th>
<th>4-Way Valve Attached: NOT PUMPED</th>
<th>4-Way Valve Attached: PUMPED</th>
<th>Humat Valve Attached: NOT PUMPED</th>
<th>Humat Valve Attached: PUMPED</th>
<th>2 Engine Relay Pump with NO Hydrant Assist Valve</th>
</tr>
</thead>
<tbody>
<tr>
<td>KEY Pumper Residual Pressure</td>
<td></td>
<td>10 psi</td>
<td>20 psi</td>
<td>15 psi</td>
<td></td>
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<tr>
<td>KEY Pumper Discharge Pressure</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>KEY Pumper Engine R.P.M.*</td>
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<tr>
<td>FORWARD Pumper Residual Pressure</td>
<td></td>
<td>10 psi</td>
<td>10 psi</td>
<td>10 psi</td>
<td>10 psi</td>
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<tr>
<td>FORWARD Pumper Discharge Pressure</td>
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<td>10 psi</td>
<td></td>
</tr>
<tr>
<td>Total Flow</td>
<td>841 gpm</td>
<td>824 gpm</td>
<td>1233 gpm</td>
<td>752 gpm</td>
<td>1501 gpm*</td>
<td>1540 gpm*</td>
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</tbody>
</table>

**Notes:** All testing was done using a simulated 1000' 5" hose lay using 100' of 5" wyed off to 2-100' sections of 2.5" then joined back to 100' of 5" connected to the forward pumper. This hose lay simulates the same friction loss as 1000' of 5" flowing 1000 gpm without having to lay out 1000' of 5".

This hose lay was connected between the hydrant and the forward pumper, or between the key pumper and the forward pumper depending on the test conducted.

The forward pumper supplied two (2) Stinger Ground monitors with 2" tips. Total flow was taken from either one or two of the monitors depending on how great the flow rate.

*In order to get this flow, the forward pumper was at MAX throttle. The forward pumper was using a 2.5" x 5" Storz discharge and not a 4" LDH discharge.
APPENDIX – B

Clay Fire Grid Map
APPENDIX – C

RESOLUTION NO. 314

RESOLUTION OF THE CLAY FIRE TERRITORY FIRE COMMISSION
OF ST. JOSEPH COUNTY, INDIANA
ADOPTING A WATER SUPPLY PROGRAM FOR THE
CLAY FIRE TERRITORY.

WHEREAS, the Clay Fire Territory serves approximately 65,000 residents who
depend upon the department to provide fire protection and emergency medical services
pursuant to statute; and

WHEREAS, the Clay Fire Territory believes a proactive planning approach
benefits the citizens who live, work and travel through the response area of the Clay Fire Territory; and

WHEREAS, the Clay Fire Commission provides representation from the three
St. Joseph County Townships served by the Clay Fire Territory.

NOW, THEREFORE, BE IT RESOLVED BY THE FIRE COMMISSION
OF THE CLAY FIRE TERRITORY OF ST. JOSEPH COUNTY, INDIANA AS
FOLLOWS:

1. The Clay Fire Territory Water Supply Program – March 2014 be
adopted to assist department with planning and the delivery of firefighting water
supply throughout the Clay Fire Territory response area.

2. Notwithstanding the foregoing, nothing herein shall be considered a
waiver of any immunity to which Clay Fire Territory or Clay Township, German
Township or Harris Township is entitled under Indiana’s Tort Claims Act.

ADOPTED this 14th day of March, 2014.

CLAY FIRE COMMISSION OF
ST. JOSEPH COUNTY, INDIANA

Attest:

______________________________

______________________________
ACTION TAKEN ON BILL NO. 180-22
American Rescue Plan Fund
0040 Clay Fire Territory

BILL FILED ON: 1/22/22 FIRST READING: ______

BILL WAS ASSIGNED TO AND/OR REVIEWED IN ______ COMMITTEE.

AREA PLAN OR AREA BOARD OF ZONING APPEALS HELD PUBLIC HEARING ON _________ AND GAVE A/AN FAVORABLE - UNFAVORABLE - WITHOUT RECOMMENDATION.

BILL WAS SENT FROM COMMITTEE TO COUNCIL WITH A/AN FAVORABLE - UNFAVORABLE - WITHOUT RECOMMENDATION.

BILL WAS PASSED 9-0 (VOTE) ON 1-10-23 (DATE)

Absent: _______ Abstained: _______ Against: _______

BILL BECAME ORDINANCE NO. 3-23

BILL BECAME RESOLUTION NO. R

BILL FAILED TO PASS ON ________

COMMISSIONERS' ACTION _____ ON __________ (DATE)

OTHER

Legal
Area Plan Commission (Zoning/Vacations) _________
Building Department (Special Uses) _________
Engineer (Vacations) _________
Surveyor (Vacations) _________
Plat Room & Council Records (Vacations) _________
County Code Book _________
Code Book Company _________
Assessor=s Office (Tax Abatement) _________

Meeting Notice 12-13-22 Public Hearing Notice 1-5-23
Vacation Notices:
Utilities AE Power NIPSCO AT&T Certified Mail

Result letter _________
These bills came before the St. Joseph County Council on the 10th day of January, 2023 and was voted to duly pass/not pass, this ordinance.

AYE

NAY

Presented by me to the Board of Commissioners of the County of St. Joseph, Indiana, this 11th Day of January, 2023 at the hour of 3 o’clock P.M.

This Ordinance approved and signed by the Board of Commissioners of St. Joseph County, Indiana on __th day of ____________________, 2023 at the hour of __ o’clock ______ M.

AYE

NAY
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 named and for the purposes herein specified, subject to the laws governing the same:

Election Board
American Rescue Plan Fund

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>8590-44010-0000-0040</td>
<td></td>
</tr>
<tr>
<td>Election Equipment</td>
<td>$166,425.00</td>
</tr>
<tr>
<td>TOTAL:</td>
<td>$166,425.00</td>
</tr>
</tbody>
</table>

Member, St. Joseph County Council

- FILED -

NOV 22 2022
AUDITOR
ST. JOSEPH COUNTY

FILED

NOV 22 2022
COUNTY COUNCIL
ST. JOSEPH COUNTY INDIANA
## Saint Joseph County, Indiana
### Form D - Appropriation/(Budget Reduction)

**Department Name:** Election Board  
**Fund Names:** American Rescue Plan

<table>
<thead>
<tr>
<th>Fund Acct.OBJ.</th>
<th>Object Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>8950.44010.00000.0040</td>
<td>Election Equipment</td>
<td>166,425.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>0.00</td>
</tr>
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<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>166,425.00</strong></td>
</tr>
</tbody>
</table>

---

**Justification**

Additional appropriation of $166,425.00 to the Election Equipment account in the American Rescue Plan budget. The money will be used to replace all 180 poll pads and add 45 new poll pads, a total of 225 poll pads. In addition, a total of 60 8RR200 Series routers (hotspot replacement) will be purchased. This project is a high priority of the Clerk's office, Election Board and the capital planning committee. The purchase is still being negotiated and may be less than the budgeted amount of $166,425.00.
ACTION TAKEN ON BILL NO. 181-22
American Rescue Plan Fund
0040 Election Board

BILL FILED ON: 1-22-22
FIRST READING: ____________________________
BILL WAS ASSIGNED TO AND/OR REVIEWED IN PLA COMMITTEE.

AREA PLAN OR AREA BOARD OF ZONING APPEALS HELD PUBLIC HEARING ON ___________ AND GAVE A/FAVORABLE - UNFAVORABLE - WITHOUT RECOMMENDATION.

BILL WAS SENT FROM COMMITTEE TO COUNCIL WITH A/FAVORABLE UNFAVORABLE - WITHOUT RECOMMENDATION.

BILL WAS PASSED 0-0 (VOTE) ON 1-10-23 (DATE)
Absent: __________________ Abstained: ___________ Against: ___________

BILL BECAME ORDINANCE NO. 4-23
BILL BECAME RESOLUTION NO. R
BILL FAILED TO PASS ON ____________

COMMISSIONERS' ACTION _____ ON ____________ (DATE)

OTHER

Legal
Area Plan Commission (Zoning/Vacations) __________________
Building Department (Special Uses) __________________
Engineer (Vacations) __________________
Surveyor (Vacations) __________________
Plat Room & Council Records (Vacations) __________________
County Code Book __________________
Code Book Company __________________
Assessor=9 Office (Tax Abatement)__________________

Meeting Notice ____________ Public Hearing Notice 1-5-23
Vacation Notices:
Utilities
AE Power    NIPSCO    AT&T    Certified Mail

Result letter ____________
I know this was with Mike or Clint to see if we could get a discount. Clint was going to send me something to review, but I think he was looking for the Board to give him some negotiating direction.

But here is what I have (including pricing) for what we were talking about. We were talking about replacing all 180 pollpads (keeping the same printers) and adding 45 new ones (total of 225). We were also talking about purchasing 60 of the new type of hotspot (cradle point IBR200), and keeping 20 of our existing 165 Verizon hotspots (so our technicians can use them when traveling site to site).

Here is the pricing as I last have it:

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pollpad Replacement (New iPad/Sled/ID Tray/Case)</td>
<td>$ 460.00</td>
</tr>
<tr>
<td>Existing Units</td>
<td>180</td>
</tr>
<tr>
<td>Total</td>
<td>$ 82,800.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email of May 27, 2022 from Mike Miller</td>
<td></td>
</tr>
<tr>
<td>Cost for New Unit (Includes software license)</td>
<td>$ 1,525.00</td>
</tr>
<tr>
<td>Number of New Units (total units 225)</td>
<td>45</td>
</tr>
<tr>
<td>Total</td>
<td>$ 68,625.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>IBR200 Series Router (Hotspot Replacement)</td>
<td></td>
</tr>
<tr>
<td>Email of July 19, 2022 from Mike Miller (Per Unit)</td>
<td>$ 250.00</td>
</tr>
<tr>
<td>Number of Units</td>
<td>60</td>
</tr>
<tr>
<td>Total (We would keep 20 of our exiting 165 units)</td>
<td>$ 15,000.00</td>
</tr>
<tr>
<td>Total Cost</td>
<td>$ 166,425.00</td>
</tr>
</tbody>
</table>

Let me know if you have any questions.

Dave Smith

Logical Solutions

(574) 258-0639

LogicSolut@comcast.net
RESOLUTION NO. R - 1 - C - 2023

ORDER AND RESOLUTION OF ST. JOSEPH COUNTY BOARD OF COMMISSIONERS ABOLISHING THE BOARD OF VOTER REGISTRATION AND DESIGNATING THE CIRCUIT COURT CLERK AS THE VOTER REGISTRATION OFFICER OF ST. JOSEPH COUNTY TO SUPERVISE THE REGISTRATION OF VOTERS OF THE COUNTY

WHEREAS, Ind. Code § 3-7-12-5.5 authorizes a county executive in a county in which a board of registration was established by Ind. Code § 3-7-12-3 (before its repeal) to abolish the Board of Voter Registration through a unanimous vote; and

WHEREAS, St. Joseph County, Indiana is such a county where a Board of Registration was established by Ind. Code § 3-7-12-3 (before its repeal); and

WHEREAS, the St. Joseph County Board of Commissioners is the executive of St. Joseph County, Indiana; and

WHEREAS, the St. Joseph County Board of Commissioners finds that it would save St. Joseph County, Indiana a significant amount of money to abolish its Board of Voter Registration and designate the Circuit Court Clerk as the voter registration officer for St. Joseph County; and

WHEREAS, pursuant to Home Rule, the St. Joseph County Board of Commissioners has determined that the employees of the Circuit Court Clerk dedicated to voter registration activities shall be evenly divided among the two major political parties in the State of Indiana with fifty percent (50%) of the employees being affiliated with the Republican Party and fifty percent (50%) of the employees being affiliated with the Democratic Party with political affiliation determined by Ind. Code § 36-1-8-10; and

WHEREAS, in the event the number of employees of the Circuit Court Clerk dedicated to voter registration activities amount to an odd number, the then sitting Circuit Court Clerk shall be entitled to choose any employee regardless of political affiliation to fill the remaining position, while keeping the rest of the employees dedicated to voter registration activities split evenly by political party; and

WHEREAS, the St. Joseph County Board of Commissioners finds that this Order and Resolution will become effective upon approval and signature by the St. Joseph County Commissioners.
NOW, THEREFORE, BE IT ORDERED AND RESOLVED BY THE ST. JOSEPH COUNTY BOARD OF COMMISSIONERS THAT:

The St. Joseph County Board of Commissioners unanimously adopt this Order and Resolution abolishing the Board of Voter Registration and designate the Circuit Court Clerk as the voter registration officer of St. Joseph County to supervise the registration of voters of St. Joseph County, Indiana, and the employees of the same dedicated to voter registration activities shall be evenly divided among the two major political parties in the State of Indiana with fifty percent (50%) of the employees being affiliated with the Republican Party and fifty percent (50%) of the employees being affiliated with the Democratic Party with political affiliation determined by Ind. Code § 36-1-8-10, effective on approval and signatures of the St. Joseph County commissioners.

UNANIMOUSLY APPROVED THIS ___ DAY OF __________, 2023 BY THE BOARD OF COMMISSIONERS OF ST. JOSEPH COUNTY, INDIANA

___________________________________________________________
Carl H.Baxmeyer, President

___________________________________________________________
Deborah A. Fleming, D.M.D., Vice- President

___________________________________________________________
Derek D. Dieter, Member
Dear Commissioners,

I am requesting that this contract be placed on next Tuesday’s agenda for final approval and execution.

This is the Accredited Care Organization (ACO) contract between the County and the Select Network (St. Joe Medical) that is used for controlling expenses under the County’s Health Plan.

The basic plan is summarized in the attached Schedule G summary.

We have been operating under this arrangement for a couple years although it hasn’t fully executed.

Here’s a little history. Several years ago, there was pressure from the Council to look at ways to control health care spending—something that is looked at anyway (and frequently) by the auditor, our financial adviser, and our consultants. At the same time, the Commissioners, through their consultant, R&R (now Gallagher, but still Troy Scott and Bob Frick), and with my involvement as well, arranged a side by side competition between St. Joe and Memorial under an ACO plan to see which provider would get us the best deal. It wasn’t even close; St. Joe won, and it was decided by the Commissioners to move forward with an ACO contract with St. Joe as the preferred provider.

The way the plan is designed, there is a sharing of savings and cost overruns depending on where performance falls versus targeted goals. The targets are developed with an actuary looking back on prior year’s performance. Savings that result in spending at a level of between 75% and 95% of target gets split between St. Joe and the County on a 50/50 basis. Likewise, spending that is between 105% and 125% of target gets split 50/50. The County keeps all savings from spending below 75% and pays costs from spending above 125%. The upside for the County is that it hedges its spending risk in the 125% or below category and St. Joe has incentive for savings because it shares in them in the 75% to 95% range. The impact of this approach has been very positive for the County, as explained below.

John Murphy regularly distributes spending reports on the medical plan. Our consultant does as well. Here are some brief highlights:

- SJC for 2021 total cost = $16,465,003
- SJC for 2020 total cost = $19,706,376
- Beginning Yr. Estimate was $2 million of savings and actual results = $3,241,373
- A reduction of 16.4% vs. Medical Inflation of 5%-7%
As you can see, the county’s total spend on medical claims decreased in 2021 versus 2020.

The last report we had, not full year for 2022, was in early December, showing similar results

- SJC through 11/30/22 is $14,848,240 down 3.8%
- SJC through 11/30/21 was $15,438,966 down 13.9%
- SJC through 11/30/20 was $17,935,586.

I know it took some time for the final version of the Contract to be completed, and through several transitions it may have started gathering some dust, but we really do need to get this signed and returned to St. Joe. (No one has threatened this, but the fall back would be regular pricing under our health plan, which would wipe away any savings we have enjoyed, and/or worse.)

I would be happy to answer any questions.

Please confirm that we can move forward with final approval and execution next Tuesday.

Thanks.

Pete

Peter J. Agostino
ANDERSON AGOSTINO & KELLER, P.C.
131 S. Taylor Street
South Bend, IN 46601
Telephone: 574.288.1510
Facsimile: 574.288.1650

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SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (hereinafter referred to as “the Agreement”) is made by and between Clifton Y. French (hereinafter referred to as “Mr. French”) and the St. Joseph County Board of Commissioners, Andrew J. Kostielney, President of the St. Joseph County Board of Commissioners, Michael P. Misch, Attorney for the St. Joseph County Board of Commissioners, the St. Joseph County Council, Diana Hess, President Pro-Tempore of the St. Joseph County Council, and Michael A. Trippel, Attorney for the St. Joseph County Council (hereinafter collectively referred to as “SJC”) (each a “Party” and both Party collectively referred to as “the Parties”).

RECITALS

WHEREAS, on December 15, 2021, Mr. French, by and through his legal counsel, sent to SJC a “NOTICE OF TORT CLAIM” (hereinafter “the Notice”) pursuant to Ind. Code § 34-13-3, et seq;

WHEREAS, the Notice identified, contained, and presented claims of events which transpired between August and October 2021 involving Mr. French and an employee of the voter registration office of St. Joseph County, Indiana from which Mr. French claimed to suffer economic damages from;

WHEREAS, the Parties have now agreed to resolve and settle the claims identified, contained, and presented in the Notice;

WHEREAS, the Parties acknowledge that they are entering into the Agreement voluntarily and after consultation with legal counsel of their choosing;

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby enter into the Agreement.

AGREEMENT

1. **No Admission of Wrongdoing by the Parties; No Prevailing Party.** The Parties acknowledge and agree that the Agreement does not amount to an admission of liability by Mr. French nor SJC for any claims or defenses which have or may be asserted pursuant to the claims identified, contained, and presented in the Notice, and shall in no way be construed as an admission of liability by the Parties hereto. Further, the Parties agree and acknowledge that neither Party shall be deemed to be a prevailing party on any of the claims or defenses asserted by the Parties hereto.

2. **Terms of Settlement.** In consideration for Mr. French’s release of claims identified, contained, and presented in the Notice and execution of the Agreement, and in exchange for the promises, waivers, and releases set forth in the Agreement, SJC agrees to deliver to Mr. French’s legal counsel a check made payable to Mr. French and Mr. French’s legal counsel, Andrew B. Jones, in the amount of $5,000.00. The Parties agree that the Settlement Payment...
constitutes full compensation for the resolution and settlement of Mr. French’s claims identified, contained, and presented in the Notice, does not amount to an admission of liability by SJC, and shall in no way be construed as an admission of liability by SJC.

3. **Settlement Payment.**
   
a. **Delivery.** The Settlement Payment shall be delivered to Mr. French’s legal counsel at Jones Law Office LLC, 224 West Colfax Avenue, Suite 100, South Bend, Indiana 46601 within twenty-one (21) days after SJC’s receipt of the Agreement executed by Mr. French.

   b. **Indemnification.** Employee agrees to indemnify and hold harmless SJC and the Releasees identified in Section 4 of the Agreement from any and all actions, claims, demands, and causes of action—and any damages, liabilities, obligations, costs, and attorney’s fees sought by or imposed in the same—brought or asserted by any federal, state, or local taxing authority in connection with the subject matter of the Agreement.

4. **Sufficient Consideration; Release of Claims.** The Parties acknowledge that the consideration provided to Mr. French by SJC under the Agreement is sufficient.

   In consideration for the payments herein provided, Mr. French, to the maximum extent permitted by law, hereby irrevocably and unconditionally releases and discharges SJC and its past or present predecessors, parents, subsidiaries, affiliates, successors, assigns, officers, directors, shareholders, attorneys, and employees, and any related or affiliated entities and their past or present predecessors, parents, subsidiaries, affiliates, successors, assigns, officers, directors, shareholders, attorneys, and employees, and any person or entity acting through or in concert with any of the preceding persons or entities (all of the preceding persons and entities, severally and in the aggregate, hereinafter referred to as “the Releasees”) from any and all actions, claims, demands, debts, reckonings, contracts, agreements, covenants, damages, judgments, executions, liabilities, appeals, obligations, attorney’s fees, and causes of action from the beginning of time to the date of the execution of the Agreement, known or unknown, asserted or unasserted, including but not limited to (i) any and all claims for discrimination, harassment, retaliation, defamation, negligence, intentional torts, breach of contract, violation of public policy, breach of the implied covenant of good faith and fair dealing, violation of privacy, fraud, negligent misrepresentation, intentional or negligent infliction of emotional distress, personal injury, promissory estoppel, economic damages, punitive damages, or attorney’s fees and costs; and (ii) any and all other claims arising under any federal, state, or local civil rights, human rights, anti-discrimination, labor, employment, contract, or tort law, rule, regulation, order or decision, or the statutory, administrative, or common law of the United States.

   Excluded from release and discharge in the preceding paragraph are (i) claims that cannot be waived by law; (ii) claims for enforcement of the Agreement; and/or (iii) claims that arise after Mr. French executes the Agreement.

5. **Protected Rights.** Mr. French agrees and understands the Agreement does not
attempt to limit Mr. French’s ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to SJC. The Agreement does not limit Mr. French’s right to receive an award for information provided to any Government Agencies.

6. **Full Settlement of Claims.** The Agreement represents the complete and full settlement of any and all claims to date that Mr. French has, had, or may have had against SJC and Releasees identified, contained, and presented in the Notice. To the full extent permitted by law, and except as permitted by Section 5, Mr. French shall not seek or accept any remedy, at law or in equity or otherwise, or before any arbitral forum or governmental or administrative agency, arising out of or related to Mr. French’s claims identified, contained, and presented in the Notice against SJC.

7. **Representations of Clifton Y. French.** Mr. French represents that he (i) has not, except for the provision of the Notice to SJC, filed any other claims or regulatory or administrative actions against SJC or Releasees, or complained to any government entity about SJC or Releasees; (ii) is not aware of any circumstances that may give rise to future claims against SJC or Releasees; and (iii) is not owed any further compensation in any form whatsoever by SJC or Releasees pursuant to the claims identified, contained, and presented in the Notice.

8. **Confidentiality.** The Parties agree that the Agreement, as well as the nature and terms of this settlement and the subject matter thereof, will be forever treated as confidential and that (i) the Parties shall make no disclosure of or reference to the terms of the Agreement to any person or entity, except to their respective attorneys and tax preparers, and in SJC’s case, to members of SJC’s management team (provided such disclosure is related to the member’s performance of their official duties for SJC), and in Mr. French’s case, to members of Mr. French’s immediate family, provided that each such person agrees to be equally bound by the confidential nature of the Agreement; and (ii) the Parties and their respective legal counsel may also make such disclosures pursuant to court or administrative order, subpoena, or as otherwise may be required by law. The Parties acknowledge and agree that their promises to one another to maintain the confidentiality of the Agreement are an important element of the consideration for and inducement of the Parties to enter into the Agreement. Nothing in the Agreement shall preclude the Parties from stating, in response to any inquiry from any person not identified within this Section 8, that these claims identified, contained, and presented in the Notice has been resolved by mutual agreement and to the mutual satisfaction of the Parties, but it is expressly agreed that the Parties shall make no further comment.

9. **Non-Disparagement.** Mr. French agrees to not make any statements or take any actions that disparage, hold out to public embarrassment, or ridicule SJC or Releasees, its services, products, management, employees, image, tradecraft, practices, office environment, culture, or otherwise harm its reputation with regard to the claims identified, contained, and presented in the Notice. SJC and Releasees shall not make any statements or take any actions that disparage, hold out to public embarrassment, or ridicule Mr. French or otherwise harm Mr. French’s reputation with regard to the claims identified, contained, and presented in the Notice. This section shall not prevent the Parties from making truthful statements in response to a subpoena or under oath in the...
course of an investigation conducted by a governmental or administrative agency.

10. **Opportunity to Consult Legal Counsel.** The Parties acknowledge and confirm that they have reviewed and considered the Agreement and consulted with their legal counsel regarding the terms of the Agreement and effect thereof. Mr. French acknowledges that he: (i) has read the Agreement in its entirety; (ii) has had sufficient time to review and consider the Agreement; (iii) understands all of the terms and conditions contained in the Agreement; (iv) has consulted with his legal counsel before signing the Agreement; (v) has authorized said legal counsel to negotiate the Agreement on his behalf and that legal counsel has participated in the negotiation of the Agreement to the full extent Mr. French desired legal counsel to do so; and (vi) freely, voluntarily, and knowingly, without duress or coercion, consents to all the terms and conditions in the Agreement.

11. **Entire Agreement.** The Agreement constitutes the entire agreement among the Parties and supersedes any and all prior understandings and agreements between the Parties. The Agreement may not be modified except by written consent of all Parties hereto. The Agreement shall be binding and inure to the benefit of the Parties and their successors and assigns.

12. **Severability.** Any court of competent jurisdiction which rules that declares any provision(s) of the Agreement invalid or unenforceable shall not affect the validity of the remaining provisions of the Agreement.

13. **No Interpretation of Ambiguity Against the Drafter.** The Agreement has been negotiated and prepared by both Parties and their legal counsel. If any of the Agreement’s provisions require a court of competent jurisdiction’s interpretation, no ambiguity found in the Agreement shall be construed against the drafter.

14. **Choice of Law; Exclusive Venue.** The Agreement shall be construed in accordance with the laws of the State of Indiana, without giving regard to its conflict of law rules. The Parties agree that that the exclusive venue for any suits, actions, or proceedings arising out of or relating to the Agreement shall be the state courts located in the County of St. Joseph, State of Indiana, or in the United States District Court for the Northern District of Indiana, South Bend Division. The Parties hereby consent and submit to the exclusive jurisdiction of such courts of competent jurisdiction and hereby waive any right to transfer or change venue or to claim any such proceeding has been brought in an improper or inconvenient forum.

15. **Counterparts.** The Agreement may be executed in any number of counterparts and by different Parties on separate counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.

(Signature page follows)
IN WITNESS WHEREOF, the parties hereunto affixed their signatures to the Settlement Agreement and Release of Claims, effective as of the date indicated immediately beneath the signatures of the respective parties below.

Clifton Y. French

Signature

Printed Name

Date

St. Joseph County Board of Commissioners, Andrew J. Kostielney, President of the St. Joseph County Board of Commissioners, Michael P. Misch, Attorney for the St. Joseph County Board of Commissioners, the St. Joseph County Council, Diana Hess, President Pro-Tempore of the St. Joseph County Council, and Michael A. Trippel, Attorney for the St. Joseph County Council

Signature

Printed Name

Date
SECURITY AGREEMENT

This Contract, entered into by and between St. Joseph County (hereinafter referred to as "County") and Trinity Protection Group (hereinafter referred to as "Contractor"), 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. **Duties of Contractor**

   The Contractor shall provide the following services relative to this Contract:

   Provide a total of two (2) retired or off-duty law enforcement Officers ("LE Officers") who are either retired or off-duty police Officers and three (3) unarmed civilian security Officers ("Civilian Officers") (collectively “Officers”) for on-site security at the County City Building located at 227 W Jefferson Blvd, South Bend, IN 46601 during regular (core) hours of service operation and/or as designated by County. Contractor shall assure that all assigned Officers are fitted with clean uniforms and badges and that Officers are 18 years of age or older, possess a high school diploma or equivalent and demonstrate good speaking and writing skills.

   Contractor must carefully screen and interview Officers assigned to the County locations to include pre-employment background checks and verifications attesting to the ability of the Officer’s overall job suitability, honesty and ability to appropriately manage hostile and aggressive people and maintain good rapport with County staff.

   Contractor must secure comprehensive criminal background checks to demonstrate that Officers do not exhibit felony or misdemeanor convictions. (Proof of any of this screening must be provided within (24) hours after request by County.)

   Hours of work are based on a nine and a half hour shift inclusive of an on-site paid lunch hour and working generally from 7:00 AM to 4:30 PM Monday through Friday except County observed holidays. Scheduled hours and/or days of work may change based on the needs of County.

<table>
<thead>
<tr>
<th>Officer Locations:</th>
<th>Civilian Officers Required</th>
<th>LE Officers Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Information Desk</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Employee Entrance (South Entrance)</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Public Entrance (West Entrance)</td>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

   Officers shall also be available during the published evening meetings of the County Commissioners and Council. Evening meeting dates shall be provided to Contractor as soon as possible prior to the start of each calendar year. Any modifications to the schedule will be provided...
to contractor as soon as possible. The staffing for evening hours shall be as follows:

<table>
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<tr>
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<td>0</td>
<td>1</td>
</tr>
</tbody>
</table>

Should a special event or unscheduled evening meeting take place County will give contractor seven (7) day notice, and contractor shall ensure staffing at the event. In the event less than seven (7) day notice is given, Contractor shall use its best efforts to staff Officers for the event.

**Duties of the Officers:**

a. Provide general building security including both lobby and staff work areas during operating hours through periodic rounds and availability by radio contact

b. Assist County employees as needed in managing hostile or distraught individuals with emphasis on deescalating negative behaviors and maintaining a safe and secure environment. Detain individuals and or eject those from the property as deemed appropriate.

c. Make police or medical emergency contact as warranted to protect or assist client and/or staff.

d. Provide CPR and/or first aid assistance to the degree currently certified and as needed.

e. Escort elected officials to vehicles when requested.

f. Assist or direct visitors as needed giving appropriate directions to the public regarding building access, public restroom locations, overall public safety and handicapped access.

g. Provide assistance to staff and public during emergency fire, tornado/severe weather alerts or drills, or special emergencies such as bomb threats or other conditions of a serious nature.

h. Maintain and provide to Site Manager or designee daily written security reports/logs from each security officer detailing daily activities such as sign in and out time, rounds, observations of a security nature, times of those activities/observations, action taken and any other pertinent information/facts including witness, perpetrator and victim information to establish and document the security conditions at the location. Officers must sign all reports/logs. County will attempt to make available iPads with the capability of documenting the above.

1.1. **Machines, Tools, Equipment and Work aids Security Officers Must Be Equipped with:**
a. County will supply x-ray machines at each entrance, metal detectors, metal detecting wands, radios, and access to security cameras.
b. LE Officers must hold and maintain any required training certificate and permits to carry a firearm and supply own weapon.
c. All other necessary equipment, such as flashlights, shall be provided by Contractor.
d. Contractor shall notify County within twenty-four (24) hours of any defective or broken equipment supplied by County.

1.2 **Job relationships:**

a. County shall designate a Site Manager. The Site Manager or designee will monitor security's performance of duties and will deal with offsite Contractor management on a routine basis to identify special needs and problems.
b. Contractor shall appoint a Shift Supervisor for each shift.
c. Any issues that arise regarding daily operations or management shall first be managed by the Site Manager and the Shift Supervisor.
d. Contractor shall meet with County management and Site Manager on a monthly basis during the first 6 months of this contract to discuss operations, formulation of and modification of standard operating procedures, and any special needs and problems that arise. Thereafter Contractor shall meet with County management and Site Manager on a quarterly basis.

1.3 **Personnel**

a. The contractor will furnish 47.5 hours of Officer coverage per day (on days without evening meetings) to provide the required service. County reserves the right to increase or decrease security coverage as it sees fit. County shall only be required to pay for actual hours worked by Contractor’s employees.
b. Officers must be outfitted with uniforms and all necessary equipment, including badges. Officers will maintain good hygiene and grooming habits.
c. Officers will be employees of the contractor and all salaries and expenses including Federal and County taxes, relating to such employees will be paid by the contractor.
d. County reserves the right to demand the removal of specific Officers at any time.

1.4 **Officer-In-Charge**

The contractor will appoint a Shift Supervisor that is available by phone or radio contact during the course of the Officers’ shifts. The Shift Supervisor’s name and contact information shall be provided on a weekly basis, no less than 1 week prior to the start of a new calendar week.

1.5 **Agreement by Contractor Pertaining to Officer Training and Certification**
2. Consideration

The Contractor will be paid at the single flat rate of $23.25 per hour worked during regular business hours as described above for unarmed Civilian Officers. In the event Civilian Officers are needed for special events, the rate will be $28.25 per hour.

The Contractor will be paid at the single flat rate of $52.00 per hour worked during regular business hours as described above for armed off-duty or retired police LE Officers. In the event LE Officers are needed for special events, the rate will be $57.00 per hour.

Contractor shall invoice the County on the 1st and the 15th of each month for hours actually worked by its employees.

3. Term

This Contract shall be effective for a period of two years. It shall commence on January 1, 2023, and shall remain in effect through December 31, 2024. County shall have the right to terminate this agreement without penalty at any time. Contractor shall have the right to cancel this contract by giving 120 day written notice to County management.

4. Access to Records

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract term, and for three (3) years from the date of final payment under this Contract, for inspection by the County or by any other authorized representative of County government. Copies thereof shall be furnished at no cost to the County if requested.

5. Assignment
The Contractor shall not assign or subcontract the whole or any part of this Contract without the County's prior written consent.

6. **Audits**

Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, and audit guidelines specified by the County.

7. **Authority to Bind Contractor**

Notwithstanding anything in this Contract to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute contracts on behalf of the Contractor and has obtained all necessary or applicable approvals from the home office of the Contractor to make this Contract fully binding upon the Contractor when his/her signature is affixed, and this Contract is not subject to further acceptance by Contractor when accepted by the County.

8. **Changes in Work**

In the event the County requires a major change in the scope, character or complexity of the work after the work has begun, adjustments in compensation to the Contractor shall be determined by the County in the exercise of its good faith and prudent judgment. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the County. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

9. **Compliance with Laws**

The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, the provisions of which are incorporated by reference. The enactment or amendment of any applicable state or federal statute or the promulgation of any rules or regulations thereunder after execution of this Contract shall be reviewed by the County and the Contractor to determine whether the provisions of this Contract require formal modification.

10. **Condition of Payment**

All deliverables provided by the Contractor under this contract must be performed to the County's reasonable satisfaction, as determined at the discretion of the undersigned County representative and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The Contractor will not receive payment for work found by the County to be unsatisfactory or performed in violation of federal, state, or local law.

11. **Confidentiality of Data, Property Rights in Products, and Copyright Prohibition**

The Contractor agrees that all information, data, findings, recommendations, proposals, etc. by whatever name described and in whatever form secured, developed, written or produced by the
Contractor in furtherance of this Contract shall be the property of the County. The Contractor shall take such action as is necessary under law to preserve such confidentiality and property rights in and of the County while such property is within the control and/or custody of the Contractor. The Contractor hereby specifically waives and/or releases to the County any cognizable property right of the Contractor to copyright, license, patent or otherwise use such information, data, findings, recommendations, proposals, etc.

12. **Confidentiality of County Information**

The Contractor understands and agrees that data, materials, and information disclosed to Contractor may contain confidential and protected data. Therefore, the Contractor promises and assures that data, material, and information gathered based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the prior written consent of the County.

13. **RECORDS, REPORTS, INSPECTIONS AND AUDITS**

Following the expiration of this Contract, Contractor shall arrange for a financial and compliance audit of funds provided by County pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Guidelines for Financial Examination of Entities Receiving Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of Institutions of Higher Education and Other Non-Profit Organizations). Contractor is responsible for ensuring that the audit and any management letters are completed and forwarded to the "County" in accordance with the terms of this Contract. Audits conducted pursuant to this paragraph must be submitted no later than six (6) months following the close of the Contractor's fiscal year. Contractor agrees to provide the Indiana State Board of Accounts and the "County", an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Contractor, and not of a parent, member, or subsidiary corporation of the Contractor, except to the extent such an expanded audit may be determined by the Auditor or the County to be in the best interests of the County. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract and that the Contractor is not out of compliance with the financial aspects of this Contract.

14. **Continuity of Services**

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the County and must be continued without interruption and that, upon Contract expiration, a successor, either the County or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training, and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
B. The Contractor shall, upon the County's written notice:
   1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires, and
   2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

   The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the County's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

15. Default by County

If the County, sixty (60) days after receipt of written notice, fails to correct or cure any breach of this Contract, then the Contractor may cancel and terminate this Contract and collect all monies due up to and including the date of termination.

16. Disputes

A. Should any disputes arise with respect to this Contract, Contractor and the County agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the County or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the County for such costs. If the County and the Contractor cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the parties shall only be entitled to bring suit in the St. Joseph County Superior or Circuit Courts. Indiana law shall govern this agreement. In the event Contractor is found to have breached the agreement, County shall be entitled to recover all attorney’s fees, costs, and expenses related to the breach of this agreement. Contractor shall not be entitled to
recover attorney’s fees, costs, or expenses under any circumstance.

17. Injunctive Relief.

Contractor hereby acknowledges (1) that the County will suffer irreparable harm if Contractor breaches its obligations under this Agreement; and (2) that monetary damages will be inadequate to compensate the County for such a breach. Therefore, if Contractor breaches any of such provisions, then the County shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

18. Drug-Free Workplace Certification

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Contractor will give written notice to the County within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor has been convicted of a criminal drug violation occurring in the contractor's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the County for up to three (3) years.

19. Employment Option

If the County determines that it would be in the County's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the County or the employee.

20. Force Majeure

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

21. Funding Cancellation

When the County Council makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled.

22. Governing Laws
This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in St. Joseph County, Indiana.

23. Indemnification

Contractor agrees to indemnify, defend, and hold harmless the County and its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any. The County shall not provide such indemnification to the Contractor.

24. Independent Contractor

Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

25. Insurance

a. The Contractor shall secure and keep in force during the term of this agreement, the following insurance coverages, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from this agreement:

1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of $500,000 per person and $1,000,000 per occurrence unless additional coverage is required by the County.

2) Workers compensation coverage meeting all statutory requirements of IC 22-3-2.

b. The Contractor's insurance coverage must meet the following additional requirements:

1) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

2) The County will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the County under this agreement shall not be limited by the insurance required in this agreement.

3) The insurance required in this agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned County representative.

4) Failure to provide insurance as required in this agreement is a material breach of
contract entitling the County to immediately terminate this agreement. The Contractor shall furnish a certificate of insurance and all endorsements to the undersigned County representative prior to the commencement of this agreement.

26. **Key Person(s)**

   A. County shall designate a Site Manager to be the primary contact related to this agreement and the day-to-day operations conducted pursuant to this agreement. The County hereby designates:

   C. Robert Yeary, CSM  
      Safety and Risk Manager  
      Phone: 574-292-8409

   B. The County shall appoint a primary contact from the Board of Commissioners as its primary management contact. The County hereby designates:

      Derek Dieter  
      Commissioner  
      Phone: 574-235-9534

   C. Contractor shall designate a Shift Supervisor as required above.

   D. Contractor shall make management reasonably available, and designate, a primary management contact. The Contractor hereby designates:

      *(Include contact name, title, and phone number)*

   E. In the event a Key Person is changed, Contractor and County shall give written notice to the other of the change within 10 business days.

27. **Licensing Standards**

The parties agree that Contractor and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The County shall not be required to reimburse Contractor for any services performed when Contractor or its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, Contractor shall notify County immediately and the County, at its option, may immediately terminate this Contract.

28. **Merger & Modification**

This contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this contract will be valid provisions of this
contract. This contract may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all necessary parties.

29. **Nondiscrimination**

Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Contract. The Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract. The Contractor's execution of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

30. **Notice to Parties**

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the County shall be sent to: Derek Dieter, St. Joseph County Commissioner, 227 W Jefferson Blvd, South Bend, IN 46601

B. Notices to the Contractor shall be sent to: (Include contact name and/or title, name of vendor, specific address.)

C. Payments to the Contractor shall be sent to the address designated by Form W-9 on file with the County Auditor which is: (Be specific.)

31. **Payments**

All payment obligations shall be made in arrears in accordance with Indiana law and County fiscal policies and procedures.

32. **Penalties/Interest/Attorney's Fees**

The County will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law.

The Parties stipulate and agree that any liability resulting from the County's failure to make prompt payment shall be based solely on the amount of funding originating from the County and shall not be based on funding from federal or other sources.

33. **Renewal Option**

This Contract may be renewed under the same terms and conditions subject to the approval of the Board of Commissioners.
34. **Severability**

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

35. **Taxes**

The County is exempt from County, federal, and local taxes. The County will not be responsible for any taxes levied on the Contractor as a result of this Contract.

36. **Termination for Default**

   A. The County may terminate this Contract in whole or in part, if the Contractor **fails to**:
      1. Correct or cure any breach of this Contract;
      2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
      3. Make progress so as to endanger performance of this Contract; or
      4. Perform any of the other provisions of this Contract.

   B. If the County terminates this Contract in whole or in part due to default, it may acquire, under the terms and in the manner the County considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the County for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

   C. The County shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the County shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The County may withhold from these amounts any sum the County determines to be necessary to protect the County against loss because of outstanding liens or claims of former lien holders.

   D. The rights and remedies of the County in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

37. **Waiver of Rights**

No right conferred on either party under this Contract shall be deemed waived and no breach of this Contract excused, unless such waiver or excuse is in writing and signed by the party claimed to have waived such right.
In Witness Whereof, Contractor and St. Joseph County Indiana have, through duly authorized representatives, entered into this Contract. The parties having read and understand the foregoing terms of this Contract do by their respective signatures dated below hereby agreed to the terms thereof.

**Contractor:**

By:  
Printed Name:  
Title:  
Date:  

**St. Joseph County Indiana:**

By:  
Printed Name:  
Title:  
Date:  
Date: 1.11.2023

RE: Interior Renovation of the County-City Lobby Bid - Request to Advertise

Before you today is a request to advertise for the County-City Building Lobby Renovation Bid as set out in the attached documents.

Proposed timeline is below:

Bid Release Date: Tuesday January 17th, 2023
Notice 1: Thursday January 19th, 2023 (SBT & Mish. Enterprise)
Notice 2: Thursday January 26th, 2023 (SBT & Mish. Enterprise)
Pre-bid Meeting: Thursday February 2nd, 2023
Bid Deadline & Opening: Tuesday February 14th, 2023
Bid Award: Tuesday February 28th, 2023

This is an initiative brought forth by Commissioner Dieter as a step toward updating security within, and increasing accessibility to, the County-City Building.

Procurement finds this bid meets all the specifications discussed with stakeholders to date and ask for your approval to advertise.

Respectfully,

Bree Roberts
Director of Procurement
St. Joseph County Government, Indiana
Notice is hereby given that sealed bids will be received:

**BY THE OWNER** St. Joseph County Board of Commissioners

**FOR** St. Joseph County – Interior Renovation of the County City Building Lobby

**AT** St. Joseph County Commissioners’ Office
County-City Building, 7th Floor
227 West Jefferson Boulevard
South Bend, In 46601

**UNTIL** February 14th, 2023, at 9:30 a.m.
Bids received after that time will be returned unopened.

**BID OPENING** Sealed Bids will be publicly opened and read aloud on February 14th, 2023, at 10:00 a.m. during the St. Joseph County Board of Commissioners meeting held in the County Council Chambers, 4th Floor.

In Summary, the project includes the interior renovation of an existing lobby space. The work includes associated architectural, mechanical, electrical, communications, and technology for the St. Joseph County, IN County City Building.

All work for this Project will be under a single prime contract. Construction shall be in accordance with the Contract Documents, which may be examined by prospective bidders at the following locations.

**OFFICE OF THE ARCHITECT:**
Creative Design Solutions, Inc.
224 W. Jefferson Blvd.
South Bend, Indiana 46601
Contact: Andrew S. Roche, AIA
Phone: (574) 643-7567
Email: aroche@creativedesigninc.com

**OWNER:**
St. Joseph County Board of Commissioners
County-City Building, 7th Floor
227 West Jefferson Boulevard
South Bend, In 46601


Bids must be submitted on the prescribed State Board of Accounts Form No. 96 together with all attachments, the complete set of which shall be filed intact as a bid.

Each bidder shall accompany their sealed proposal with the proper bid security made payable to the St. Joseph County Board of Commissioners, as follows: Any person, firm, or corporation who submits a proposal and has a principal place of business in the State of Indiana MUST submit a BOND in the amount equal to ten percent (10%) of their total bid amount (inclusive of all additive alternates). In addition to the Bid Bond, an out-of-state contractor and/or subcontractor will be
obligated to show proof that they are registered with the Secretary of State to conduct business in the State of Indiana.

The successful bidder will be required to furnish Contract Performance and Payment Bonds for 100% of their contract amount prior to execution of contracts. Bonds shall be maintained in accordance with IC 36-1-12-13.1 and 36-1-12-14. Bonds shall be in full force and effect for a period of at least 12 months after the date of final completion of the Contract. Should the contractor's bonding company give notice of cancellation the contractor will be responsible for securing new bonds prior to termination.

Bids may be held by the St. Joseph County Board of Commissioners for a period not to exceed thirty (30) days from the date of bid opening; no Contractor may withdraw their proposal within that time. The Owner reserves the right to accept or reject any bid and to waive any irregularities in bidding.

A pre-bid meeting will be held on Wednesday February 2nd, 2023, at 1:00 pm. local time at the Project Site, 227 W. Jefferson Blvd. South Bend, IN 46601. Representatives of the Owner and Architect/Engineer will be present to discuss construction sequence, bid requirements, and contractor staging areas. All prospective bidders are strongly encouraged to attend.

Derek Dieter
St. Joseph County, Indiana Board of Commissioners

PUBLISHED:
January 19th, 2023
January 26th, 2023
The South Bend Tribune
Mishawaka Enterprise
CHANGE ORDER

Project:
St. Joseph County Archives Reroof
1140 S Lafayette
South Bend, IN 46601

To Contractor:
Wolf Commercial Roofing, Inc.
1319 N. Iowa Street
South Bend, IN 46628

Change Order Number 1
Date: December 19, 2022
Contract Date: August 1, 2022
Contract For: General Construction

THE CONTRACT IS CHANGED AS FOLLOWS:

As per the attached Change Order Request #1: Project allowance was $26,500.00 that was broken down as follows: $2,500.00 for Moisture Testing of Existing Deck, $9,000.00 for Wood Deck Replacement, $15,000.00 Const. Contingency Moisture Testing of Deck completed, no Credit to Owner

Deck Replacement: Replaced 220 square feet at $4.29/sf for a total of $943.80. Credit to Owner of $8,056.20

Contingency Allowance: Interior cleaing extra of 51 Hours of Labor at $70.00/hr = $3,570.00 plus $220.00 for cleaning supplies for a total of $3,850.00. Credit to Owner of $11,150.00

Deduct $ 8,056.20
Deduct $ 11,150.00

The Original Contract Sum is $ 435,705
The net change by previously authorized Change Orders $ 0
The Contract Sum prior to this Change Order was: $ 435,705
The Contract Sum will be decreased by this Change Order in the amount of: $ 19,206
The new Contract Sum including this Change Order will be: $ 416,499

The Contract Time will be changed by ZERO days

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER

Architect:
Kil Architecture & Planning, 1126 Lincolnway East, South Bend, IN 46601

By: Gregory A. Kil, AIA, ARB, AIA Architect Date: 01/04/2023

Contractor:
Wolf Commercial Roofing, Inc., 1319 N Iowa Street, South Bend, IN 46628

By: Date 1/4/2023

Owner:
St. Joseph County Archives, 1140 S. Lafayette Street, South Bend, IN 46601

By: Date

K I L
ARCHITECTURE
PLANNING
1126 LINCOLNWAY EAST SOUTH BEND IN 46601 (574) 288.2654 VOICE 289.2420 FAX
WOLF
Commercial Roofing, Inc.

CHANGE ORDER REQUEST

JOB #: 22-1008

DATE OF CHANGE: 8/22/22

JOB NAME: St. Joseph County Archives

CHANGE ORDER AMOUNT: $19,206.20

DEDUCT THIS AMOUNT FROM BASE PRICE

CONTRACT AMOUNT: $435,705.00

TOTAL OF PREVIOUS CHANGE ORDERS: 0

TOTAL OF THIS CHANGE ORDER: ($19,206.20)

NEW TOTAL: $416,498.80

DESCRIPTION OF CHANGE:

Project allowance was $26,500.00 that was broken down as follows:

$2,500.00 for Moisture Testing of Existing Deck, $9,000.00 for Wood Deck Replacement, $15,000.00 Const. Contingency.

Moisture Testing of Existing Deck: We did 100% of the moisture testing. No credit due to owner.

Deck replacement: Replaced 220 square feet at $4.29/sf for a total of $943.80. Credit to owner of $8,056.20.

Contingency Allowance: Interior cleaning extra of 51 Hours of Labor at $70.00/hr $3,570.00 plus $280.00 for cleaning supplies for a total of $3,850.00. Credit back to owner of $11,150.00

ACCEPTED BY:

SIGNATURE:

PRINTED NAME:

DATE: 12/19/2022

SIGNATURE: Wolf Commercial Roofing, Inc.

Wolf Commercial Roofing, Inc.
1319 S. Iowa Street
South Bend, Indiana 46628
(574)334-9455 FAX (574)334-9425
January 10, 2023

St. Joseph County, IN Board of Commissioners  
County-City Building, 7th Floor  
227 West Jefferson Blvd.  
South Bend, IN 46601

Re: Recommendation for Award  
St. Joseph County – Interior Remodel Project  
Public Safety Answering Point (PSAP)

Dear Commissioners:

St. Joseph County received and publicly read aloud bid proposals for the above referenced project on January 10, 2023 at 10:00 am. Bids were solicited from General Contractors for the remodel of the existing PSAP facility in selected area to include new showers and offices to better serve the operation of the St. Joseph County 911 Center. DLZ has reviewed the Bid Submittals and offers the following analysis and recommendation.

Four bids were received for General Construction; refer to attachment. The Bids to perform said work are indicated as lump sum amounts and include a Construction Contingency Allowance amount of $25,000. DLZ has contacted the lowest responsive Bidders. The Contractors have acknowledged receipt of Addendum No. 1 and have confirmed that the bids submitted are valid and represent the cost for all labor and materials for a complete installation.

Based on the information available, The Robert Henry Corporation, with primary offices at 404 South Frances Street, P.O. Box 1407, South Bend, Indiana, has submitted the lowest responsive bid. As a result, DLZ recommends that St. Joseph County proceed with an Award of Construction Contract to The Robert Henry Corporation for a total contract amount of Two Hundred Ninety Thousand Five Hundred Seventy-Eight Dollars ($290,578.00) inclusive of the construction contingency allowance.
In closing, DLZ recommends that St. Joseph County’s Attorney review all bids received. Upon review, please notify our office on the direction that St. Joseph County will pursue concerning this project. If you have any questions or request additional assistance regarding this matter, do not hesitate to contact our office.

Very truly yours,

**DLZ INDIANA, LLC**

[Signature]

Stephen P. Kromkowski, AIA
Principal Architect

**CC:** File, JCZ, BLG, SPK, CLQ
Julie Tobey, SJC-PSCC Executive Director
SJC-PSCC Executive Board
SJC-PSCC Operations Board

**ATTACHMENTS:** As noted

X:\Projects\2022\2261\489550 St Joseph County P\06_Bidding\BidSummary-Recommendation_Recommendation for Award_011023.docx
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<tr>
<th>Contractor Name</th>
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<th>Form 96</th>
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<td>DLZ Indiana, LLC</td>
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MEMORANDUM OF UNDERSTANDING CONCERNING
ANNUAL BYRNE JUSTICE ASSISTANCE GRANT PROGRAM AWARD
2022 U.S. Department of Justice, Justice Award Grant

This Memorandum of Understanding (this "Agreement") is entered into this _______ day of __________, 2023, by and between the St. Joseph County Board of Commissioners (the "County") and the City of South Bend, Indiana ("South Bend"). (the "Parties") as it relates to the annual application for the Byrne Justice Assistance Grant ("JAG") Program Award.

REQUITALS

A. The Parties are each governmental entities and political subdivisions organized and existing pursuant to the laws of the State of Indiana; and

B. The Parties desire to enter into an agreement allowing South Bend to submit an application on behalf of the Parties for a grant from the JAG Program; and

C. The Parties agree that it is desirable, advantageous, and in the public interest to enter into an Agreement for joint and cooperative action as embodied herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and pursuant to the authority granted the parties under Ind. Code 36-1-7, the County and the City agree as follows:

Article I. Purpose and Duration of Agreement

Section 1.01 Purpose. The Parties agree that South Bend will apply for the 2022 annual Byrne JAG Program Award (the "Grant") in the amount of One Hundred Fort-Four Thousand Three Hundred and Seventy Three Dollars ($144,373.00) on behalf of all of the Parties as set forth herein.

Section 1.02 Duration. The Parties agree that this Agreement shall become effective upon execution by the last signatory hereto and will continue through December 31, 2025.

Article II. Award Distribution

Section 2.01 Award Distribution. In the event that the Grant application is successful and the entire amount applied for is awarded to the Parties, then, upon each party providing documentation the funds will be provided as a reimbursement to each Party as follows:

a. The County will receive the total sum of Six Thousand Seven Hundred Thirty-Seven Dollars ($6,737.00) as reimbursement for expenditures related to its Officer Safety and Technology Program made prior to September 30, 2025.

b. South Bend will receive the total sum of One Hundred Thirty-Eight Thousand Dollars ($138,000.00) as reimbursement for expenditures related to its Officer Safety and Technology Program made prior to September 30, 2025.
Section 2.02 Documentation. In order to receive the distribution amount set forth in Section 2.01 hereof, each Party must on a quarterly basis provide to South Bend through the South Bend Police Department such paid invoices or receipts as requested for the Fiscal Administrator (South Bend) to fulfill all reporting duties.

Section 2.03 Disbursement. The South Bend Police Department shall provide the South Bend Controller with all such documentation as it receives from the Parties pursuant to the terms of this Agreement. Further, the South Bend Controller is authorized hereby to receive, disburse, and account for all monies awarded to the Parties by the JAG Program.

Article III. Joint Board

Section 3.01 Composition. This Agreement shall be administered through a joint board consisting of the following individuals:

A. President of the St. Joseph County Board of Commissioners;

B. Mayor of the City of South Bend, Indiana; and

Section 3.02 Real Property and Monies. The joint board shall not be authorized to acquire any real or personal property with any portion of the JAG Program award amount. All award monies shall be used for the purposes set forth in Section 2.01 hereof. The City Controller of the City of South Bend has the duty to receive, disburse, and account for all monies generated under this agreement.

Section 3.03 Proxy. Each member of the joint board may appoint a designee to attend a scheduled meeting and act as his or her proxy.

Section 3.04 Meetings. The joint board shall meet at such date and time as agreed to by the members, upon a written notice by one member to the other members at their respective office addresses or e-mail addresses. Such notice shall be provided at least forty-eight (48) hours in advance and may provide for meeting by an electronic means. All members or their designee must be present to constitute a quorum for any meeting pursuant to this Agreement.

Article IV. Liability

Section 4.01 Relationship of the Parties. The Parties hereby renounce the existence of any form of agency relationship, joint venture, or partnership between them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between them.

Section 4.02 Liability. Nothing in the performance of this Agreement shall impose any liability for claims upon any Party other than claims for which liability may be imposed against such Party pursuant to the Indiana Tort Claims Act. Each Party shall be responsible for its own actions pursuant to this Agreement and shall not be liable for any other Party’s
actions.

Section 4.03  **No Third Party Beneficiaries.** This Agreement is intended only for the benefit of the Parties and not for any third party beneficiary. Nothing contained herein shall be construed to create any obligations, express or implied, to any person or entity not a signatory hereto.

**Article V.  General Provisions**

Section 5.01.  **Amendments and Waiver.** This Agreement may be amended, modified, or supplemented at any time by a written instrument signed by an authorized representative of each Party. The failure of any Party to enforce at any time any provision of this Agreement shall not be construed as a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

Section 5.02.  **Assignment.** No Party may assign this Agreement or any of its rights, interests, obligations, or duties hereunder, whether by operation of law or otherwise, without the express written consent of the other Parties.

Section 5.03.  **Severability.** Should any part of this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or against public policy, said offending section shall be void and of no effect, and shall not render any other section herein, nor this Agreement as a whole, invalid. Those rights, interests, obligations, and duties hereunder, which by their nature should survive, shall remain in effect after termination, suspension, or expiration hereof.

Section 5.04.  **Counterparts.** This Agreement may be executed in counterparts, each of which when executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same Agreement.

Section 5.05.  **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Indiana, and any dispute relating to the subject of or arising out of this Agreement shall be subject to the sole and exclusive jurisdiction of the Circuit and Superior Courts of St. Joseph County, Indiana.

Section 5.06.  **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understanding of any and every nature between them.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

ST. JOSEPH COUNTY, INDIANA

Carl H. Baxmeyer, County Commissioner

Deborah A. Fleming, D.M.D., County Commissioner

Derek D. Dieter, County Commissioner

CITY OF SOUTH BEND, INDIANA

James Mueller, Mayor
## INFRASTRUCTURE, PLANNING & GROWTH

### CONSENT AGENDA

Tuesday January 17th, 2023  
6:00 P.M., 4th Floor Council Chambers

<table>
<thead>
<tr>
<th>Description</th>
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<tbody>
<tr>
<td><strong>Development / Subdivision Requests</strong></td>
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<tr>
<td>a) Irrevocable Letter of Credit – Audubon Woods Section Two</td>
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<td>b) Irrevocable Letter of Credit – Boulder Bay Subdivision</td>
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<td>c) Irrevocable Letter of Credit – Cloverleaf Farms Section Three</td>
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<td>d) Irrevocable Letter of Credit – The Farms Subdivision</td>
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<td>e) Irrevocable Letter of Credit – Fernwood Section Three</td>
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<td>f) Irrevocable Letter of Credit – New Prairie Knolls Phase One First Replat Subdivision</td>
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<td>g) Irrevocable Letter of Credit – New Prairie Knolls Phase Three Subdivision</td>
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<td>h) Irrevocable Letter of Credit – New Prairie Knolls Phase Four Subdivision</td>
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<td>i) Irrevocable Letter of Credit – Stone Oak Farms Subdivision</td>
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<tr>
<td>j) Irrevocable Letter of Credit – Westwood Knolls Subdivision</td>
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<tr>
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<tr>
<td><strong>Special Events Requests</strong></td>
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<tr>
<td>a) Approval of a Traffic Regulatory Ordinance: No Trucks on Quince Road from SR2 to US20</td>
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<tr>
<td>b) Approval of Traffic Regulatory Ordinances for the Havens Subdivision</td>
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</table>
January 9th, 2023

Board of Commissioners
St. Joseph County, Indiana
227 W. Jefferson Blvd., Room 722
South Bend, Indiana 46601

Subject: Irrevocable Letter of Credit Cash-In
Audubon Woods Section Two

Dear Commissioners:

Cooreman Real Estate Group, Inc has failed to complete the required improvements in Audubon Woods Section Two. Cooreman Real Estate Group has been notified to renew the Letter of Credit or complete the necessary improvements in the above-mentioned subdivision to the satisfaction of St. Joseph County per plans, specifications, and standards. The Letter of Credit has an expiration date of January 27th, 2023.

We recommend approval by the Board of Commissioners to cash in the Irrevocable Letter of Credit, “Drawn under First State Bank of Middlebury, Indiana, Letter of Credit No. 69102263, in the amount of $36,121.00”. Upon presentation to First State Bank of Middlebury, Indiana, 1015 South Bend Ave, South Bend, IN 46617 on or before January 27th, 2023.

The funds shall be used to make the necessary improvements and cover any additional expenses or legal fees that may be incurred. Any remaining monies shall be returned to the developer.

Respectfully Submitted,

SKM/mer

APPROVED THIS DAY OF JAN, 2023
BOARD OF COMMISSIONERS OF THE
COUNTY OF ST. JOSEPH, INDIANA

Carl H. Baxmeyer, President

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

Derek D. Dieter, Member
February 08, 2022

Board of Commissioners
St. Joseph County, IN
227 W. Jefferson Blvd.

Subject: Irrevocable Letter of Credit
Audubon Woods Section 2

Dear Commissioners:

We request the Board of Commissioners to accept this Irrevocable Letter of Credit # 69102263 from First State Bank of Middlebury, Indiana for Audubon Woods Section 2 Subdivision. This letter extends the expiration date to January 27, 2023, in the amount of Thirty Six Thousand One Hundred Twenty One Dollars and No Cents ($36,121.00) to complete drainage, As-Builts, Asphalt Surface and miscellaneous items in the above referenced subdivision, to the satisfaction of St. Joseph County per the plans, specifications and standards. All other terms and conditions remain the same.

We recommend you accept this letter of credit and have it placed on file in the Auditor’s office.

Respectfully submitted,

pp. [Signature]
(Merle D. Janiszewski)
Sky K. Medors, P.E.
County Engineer

APPROVED THIS 15 DAY OF Feb., 2022
BOARD OF COMMISSIONERS OF THE
COUNTY OF ST. JOSEPH, INDIANA

Andrew T. Kostielney, President

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

Derek D. Dieter, Member

skm/mdj
Enclosures
IRREVOCABLE LETTER OF CREDIT

Borrower: COOREMAN REAL ESTATE GROUP, INC.
4404 TECHNOLOGY DR
SOUTH BEND, IN 46628-9700

Lender: First State Bank of Middlebury
Eddy Street Office
1616 South Ems Ave
South Bend, IN 46917

Beneficiary: ST JOSEPH COUNTY BOARD OF COMMISSIONERS
227 W JEFFERSON BLVD, COUNTY CITY BLDG, ROOM 732
SOUTH BEND, IN 46601

NO.: 69102263

EXPIRATION DATE. This letter of credit shall expire upon the earlier of the close of business on 01-27-2023 and all drafts and accompanying statements or documents must be presented to Lender on or before that time, or the day that Lender honors a draft under which the full amount of this Letter of Credit has been drawn (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Thirty-six Thousand One Hundred Twenty-one & 00/100 Dollars ($36,121.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt of Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SIMPLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RUN THE RISK OF LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: BENEFICIARY MUST SUBMIT A SIGNED STATEMENT THAT COOREMAN REAL ESTATE GROUP INC. HAS FAILED TO HONOR THEIR CONTRACTUAL AGREEMENT WITH ST JOSEPH COUNTY BOARD OF COMMISSIONERS.

Lender agrees to pay on sight drafts duly presented by either Beneficiary hereunder by payment to the relevant Beneficiary directly on Beneficiary's account at any bank designated by either Beneficiary notwithstanding any claims by the Account Party or other party of illegality, unenforceability or fraud, except any administrative, regulatory or judiciary authority including but not limited to a court of competent jurisdiction, in connection with the transaction with respect to which this Letter of Credit was issued. The relevant Beneficiary shall designate such account upon presentation of the draft. Lender hereby agrees to pay any drafts drawn under and presented in compliance with the terms and conditions of this Letter of Credit and agree to pay the amount of all such drafts that are presented on a business day in immediately available funds prior to our close of business on the third succeeding business day after our receipt of such draft. As used herein, "business day" means any day on which commercial banks are not authorized or required to close in Chicago, Illinois and inter-bank payments can be made via wire transfer. All references herein to a particular time of day shall be to the time of day in such city. If a demand for payment made by a Beneficiary hereunder or on or before the Expiration Date does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give such Beneficiary prompt notice that its presentation under this Letter of Credit was not affected in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefor and that we are returning the document to such Beneficiary. Any drawing presented by either Beneficiary, shall be binding on both Beneficiaries; and our payment of such drawing shall permanently reduce the amount of this Letter of Credit by the amount of such payment.

This Letter of Credit shall expire at 5:00 p.m. on JANUARY 27, 2023 however, this Letter of Credit shall be automatically extended for additional periods of one (1) year from the initial Expiration Date and each future Expiration date, unless Lender elects not to extend this Letter of Credit. If Lender elects not to extend this Letter of Credit beyond any applicable Expiration Date, Lender shall send Beneficiary written notice of such election to the above address by Certified Mail, Return Receipt Requested, or courier delivery at least sixty (60) days prior to such Expiration Date.

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER First State Bank of Middlebury IRREVOCABLE LETTER OF CREDIT No. 69102263 DATED 01-27-2023," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial drawings are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and

B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving
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<td>166994</td>
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<td>Letter of credit in favor of St. Joseph County Board of Commissioners in reference to The Farms Subdivision.</td>
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<td>169597</td>
<td>$9,200.00</td>
<td>Letter of credit in favor of St. Joseph County Board of Commissioners in reference to Westwood Knolls Subdivision.</td>
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<td>169804</td>
<td>$10,000.00</td>
<td>Letter of credit in favor of St. Joseph County Board of Commissioners in reference to Top Coat in Boulder Bay Subdivision. Reduced to $10,000.00 from 34,419.00.</td>
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<td>169805</td>
<td>$7,500.00</td>
<td>Letter of credit in favor of St. Joseph County Board of Commissioners in reference to New Prairie Knolls Subdivision Phase III.</td>
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<td>169806</td>
<td>$9,820.00</td>
<td>Letter of credit in favor of St. Joseph County Board of Commissioners in reference to New Prairie Knolls Subdivision Phase IV.</td>
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<td>208379</td>
<td>$7,500.00</td>
<td>Letter of credit in favor of St. Joseph County Board of Commissioners in reference to New Prairie Knolls Section I First Plat.</td>
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<td>69102263</td>
<td>$36,121.00</td>
<td>Letter of credit for roads 1.5&quot; HMA surface &amp; Easton Rd in construction for $25,121.00 &amp; $10,000.00 for other improvements As-Builts &amp; punch list for Audubon Woods, section two.</td>
</tr>
</tbody>
</table>
January 9th, 2023

Board of Commissioners
St. Joseph County, Indiana
227 W. Jefferson Blvd., Room 722
South Bend, Indiana 46601

Subject: Irrevocable Letter of Credit Cash-In Boulder Bay Subdivision

Dear Commissioners:

Cooreman Real Estate Group, Inc has failed to complete the required improvements in Boulder Bay Subdivision. Cooreman Real Estate Group has been notified to renew the Letter of Credit or complete the necessary improvements in the above-mentioned subdivision to the satisfaction of St. Joseph County per plans, specifications, and standards. The Letter of Credit has an expiration date of January 27th, 2023.

We recommend approval by the Board of Commissioners to cash in the Irrevocable Letter of Credit, “Drawn under First State Bank of Middlebury, Indiana, Letter of Credit No. 169304, in the amount of $34,419.00”. Upon presentation to First State Bank of Middlebury, Indiana, 1015 South Bend Ave, South Bend, IN 46617 on or before January 27th, 2023.

The funds shall be used to make the necessary improvements and cover any additional expenses or legal fees that may be incurred. Any remaining monies shall be returned to the developer.

Respectfully Submitted,

Sky K. Medors, P.E.
County Engineer

SKM/med

APPROVED THIS ___________ DAY OF JAN, 2023
BOARD OF COMMISSIONERS OF THE COUNTY OF ST. JOSEPH, INDIANA

______________________________
Carl H. Baxmeyer, President

______________________________
Deborah A. Fleming, D.M.D., Vice President

______________________________
Derek D. Dieter, Member

c: file
February 08, 2022

Board of Commissioners
St. Joseph County, IN
227 W. Jefferson Blvd.

Subject: **Irrevocable Letter of Credit**
**Boulder Bay Subdivision**

Dear Commissioners:

We request the Board of Commissioners to accept this Irrevocable Letter of Credit # 169804 from First State Bank of Middlebury, Indiana for Boulder Bay Subdivision. This letter extends the expiration date to January 27, 2023 and reduces the amount from Thirty Four Thousand Four Hundred Nineteen Dollars and No Cents ($34,419.00) to Ten Thousand Dollars and No Cents ($10,000.00) to complete drainage, As-Builts and miscellaneous items in the above referenced subdivision, to the satisfaction of St. Joseph County per the plans, specifications and standards. All other terms and conditions remain the same.

We recommend you accept this letter of credit and have it placed on file in the Auditor’s office.

Respectfully submitted,

p.p. (Merle D. Janiszewski)
Sky K. Medors, P.E.
County Engineer

APPROVED THIS 15 DAY OF Feb., 2022
BOARD OF COMMISSIONERS OF THE
COUNTY OF ST. JOSEPH, INDIANA

Andrew T. Kostielney, President
Deborah A. Fleming, D.M.D., Vice President
Derek D. Dieter, Member

skm/mdj
Enclosures
IRREVOCABLE LETTER OF CREDIT

Borrower: COOREMAN REAL ESTATE GROUP, INC
4404 TECHNOLOGY DR
SOUTH BEND, IN 46628-8700

Beneficiary: ST JOSEPH COUNTY BOARD OF COMMISSIONERS
227 W JEFFERSON BLVD
SOUTH BEND, IN 46601

Lender: First State Bank of Middlebury
Eddy Street Office
1016 South Bend Ave
South Bend, IN 46617

NO.: 169804

EXPIRATION DATE: This letter of credit shall expire upon the earlier of the close of business on 01-27-2023 and all drafts and accompanying statements or documents must be presented to Lender on or before that time, or the day that Lender honors a draw under which the full amount of this Letter of Credit has been drawn (the "Expiration Date").

AMOUNT OF CREDIT: Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Ten Thousand & 00/100 Dollars ($10,000.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt of Beneficiary's sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLE OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS: Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: BENEFICIARY MUST SUBMIT A SIGNED STATEMENT THAT COOREMAN REAL ESTATE GROUP INC. HAS FAILED TO HONOR THEIR CONTRACTUAL AGREEMENT WITH ST JOSEPH COUNTY BOARD OF COMMISSIONERS

Lender agrees to pay on sight drafts duly presented by either Beneficiary hereunder by payment to the relevant Beneficiary directly or to Beneficiary's account at any bank designated by either Beneficiary notwithstanding any claims by the Account Party or other party of illegality, unenforceability or fraud, except any administrative, regulatory or judiciary authority including but not limited to a court of competent jurisdiction, in connection with the transaction with respect to which this Letter of Credit was issued. The relevant Beneficiary shall designate such account upon presentation of the draft. Lender hereby agrees to pay any drafts drawn under and presented in compliance with the terms and conditions of this Letter of Credit and agrees to pay the amount of all such drafts that are presented on a business day in immediately available funds prior to our close of business on the third succeeding business day after our receipt of such draft. As used herein, "business day" means any day on which commercial banks are not authorized or required to close in Chicago, Illinois and inter-bank payments can be made via wire transfer. All references herein to a particular time of day shall be to the time of day in such city. If a demand for payment made by a Beneficiary hereunder or before the Expiration Date does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give such Beneficiary prompt notice that its presentation under this Letter of Credit was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefore and that we are returning the document to such Beneficiary. Any drawing presented by either Beneficiary, shall be binding on both Beneficiaries; and our payment of such drawing shall permanently reduce the amount of this Letter of Credit by the amount of such payment.

This Letter of Credit shall expire at 5:00 p.m. on JANUARY 27, 2023 however, this Letter of Credit shall be automatically extended for additional periods of one (1) year from the initial Expiration Date and each future Expiration date, unless Lender elects not to extend this Letter of Credit. If Lender elects not to extend this Letter of Credit beyond any applicable Expiration Date, Lender shall send Beneficiary written notice of such election to the above address by Certified Mail, Return Receipt Requested, or courier delivery at least sixty (60) days prior to such Expiration Date.

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn. Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication of Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS: All drafts must be marked "DRAWN UNDER First State Bank of Middlebury IRREVOCABLE LETTER OF CREDIT NO. 169804 DATED 01-27-2022," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFERRERS: The right to draw under this Letter of Credit shall be nontransferable, except for:

A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative of law of the original Beneficiary; and

B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFERREES REQUIRED DOCUMENTS: When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more
<table>
<thead>
<tr>
<th>Letter of Credit No.</th>
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<tr>
<td>169596</td>
<td>$1,500.00</td>
<td>Letter of credit in favor of St. Joseph County Board of Commissioners in reference to Stone Oak Farms subdivision.</td>
</tr>
<tr>
<td>166994</td>
<td>$9,000.00</td>
<td>Letter of credit in favor of St. Joseph County Board of Commissioners in reference to The Farms Subdivision</td>
</tr>
<tr>
<td>169597</td>
<td>$9,200.00</td>
<td>Letter of credit in favor of St. Joseph County Board of Commissioners in reference to Westwood Knolls Subdivision</td>
</tr>
<tr>
<td>169804</td>
<td>$-10,000.00</td>
<td>Letter of credit in favor of St. Joseph County Board of Commissioners in reference to Top Coat in Boulder Bay Subdivision. Reduced to $10,000.00 from 34,419.00.</td>
</tr>
<tr>
<td>169805</td>
<td>$7,500.00</td>
<td>Letter of credit in favor of St. Joseph County Board of Commissioners in reference to New Prairie Knolls Subdivision Phase III</td>
</tr>
<tr>
<td>169806</td>
<td>$9,820.00</td>
<td>Letter of credit in favor of St. Joseph County Board of Commissioners in reference to New Prairie Knolls Subdivision Phase IV</td>
</tr>
<tr>
<td>208379</td>
<td>$7,500.00</td>
<td>Letter of credit in favor of St. Joseph County Board of Commissioners in reference to New Prairie Knolls Section I First Feplat</td>
</tr>
<tr>
<td>69102263</td>
<td>$36,121.00</td>
<td>Letter of credit for is for roads 1.5&quot; HMA surface &amp; Easton Rd In Construction for $26,121.00 &amp; $10,000.00 for other improvements As-Buils &amp; punch list for Audubon Woods, section two.</td>
</tr>
</tbody>
</table>
January 9th, 2023

Board of Commissioners
St. Joseph County, Indiana
227 W. Jefferson Blvd., Room 722
South Bend, Indiana 46601

Subject: Irrevocable Letter of Credit Cash-In
Cloverleaf Farms Section Three

Dear Commissioners:

Cloverleaf Farms, LLC has failed to complete the required improvements in Cloverleaf Farms Section Three. Cloverleaf Farms, LLC has been notified to renew the Letter of Credit or complete the necessary improvements in the above-mentioned subdivision to the satisfaction of St. Joseph County per plans, specifications, and standards. The Letter of Credit has an expiration date of January 31st, 2023.

We recommend approval by the Board of Commissioners to cash in the Irrevocable Letter of Credit, “Drawn under Northwest Bank, Letter of Credit No. 7205006229, originally #2544729017, in the amount of $19,000.00”. Upon presentation to Northwest Bank, Williamsville, New York, on or before January 31st, 2023.

The funds shall be used to make the necessary improvements and cover any additional expenses or legal fees that may be incurred. Any remaining monies shall be returned to the developer.

Respectfully Submitted,

Sky K. Medors, P.E.
County Engineer
SKM/mer

APPROVED THIS ___________ DAY OF JAN, 2023
BOARD OF COMMISSIONERS OF THE
COUNTY OF ST. JOSEPH, INDIANA

Carl H. Baxmeyer, President

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

Derek D. Dieter, Member

c:file
January 31, 2022

Board of Commissioners
St. Joseph County, IN
227 W. Jefferson Blvd., Room 732
South Bend, IN 46601

Subject: Irrevocable Letter of Credit
Cloverleaf Farms, Section III

Dear Commissioners:

We request the Board of Commissioners to accept this Irrevocable Letter of Credit #7205006229 originally #2544729017 from Northwest Bank, Williamsville, New York as surety for Cloverleaf Farms, Section III. This letter extends the expiration date to January 31, 2023, in the amount of $19,000.00 to complete the above-mentioned subdivision, to the satisfaction of St. Joseph County per the plans, specifications, and standards. All other terms and conditions remain the same.

We recommend you accept this letter of credit as surety and have it placed on file in the Auditor’s office.

Respectfully submitted,

[Signature]
Sky K. Medors, P.E.
Interim County Engineer

[Signature]
Andrew T. Kostielney, President

[Signature]
Deborah A. Fleming, D.M.D., Vice President

[Signature]
Derek D. Dieter, Member

SKM/krb
Enclosure
January 26, 2022

St. Joseph County Board of Commissioners
County City Building
227 West Jefferson Blvd.
South Bend, Indiana 46601

Dear Ladies and Gentlemen,

Please find enclosed an original amendment to our Standby Letter of Credit No. 7205006146 issued in your favor. Please review the amendment and assure that the terms and conditions meet your requirements.

Please immediately contact us should you have any questions. Our Letter of Credit Department can be reached at 716.730.4309 or at our email address: LettersOfCreditandTradeServices@Northwest.com.

Sincerely,

Roseanna Milligan
Commercial Loan Operations-Letters of Credit
Northwest Bank

Encl.
Date: January 27, 2022

Beneficiary:
St. Joseph County Board of Commissioners
County City Building
227 West Jefferson Blvd.
South Bend, Indiana 46601

Applicant:
Cloverleaf Farms, LLC
2010 West Avenue
Mishawaka, IN 46545

Irrevocable Letter of Credit #: 7205006229
Original Issue Date: January 31, 2007
Current Amount: $19,000.00
RE: Improvements in Cloverleaf Farms, Section III

Ladies and Gentlemen:

We hereby amend the above referenced Letter of Credit as follows:

1. Letter of Credit Expiration Date is extended to: January 31, 2023.

All other terms and conditions of the Letter of Credit remain unchanged. This amendment is to be considered as part of the Letter of Credit and must be attached thereto.

Northwest Bank

Sharon Fortuna, AVP
Commercial Loan Operations, Manager
January 9th, 2023

Board of Commissioners
St. Joseph County, Indiana
227 W. Jefferson Blvd., Room 722
South Bend, Indiana 46601

Subject: Irrevocable Letter of Credit Cash-In
The Farms Subdivision

Dear Commissioners:

Cooreman Real Estate Group, Inc has failed to complete the required improvements in The Farms Subdivision. Cooreman Real Estate Group has been notified to renew the Letter of Credit or complete the necessary improvements in the above-mentioned subdivision to the satisfaction of St. Joseph County per plans, specifications, and standards. The Letter of Credit has an expiration date of January 27th, 2023.

We recommend approval by the Board of Commissioners to cash in the Irrevocable Letter of Credit, “Drawn under First State Bank of Middlebury, Indiana, Letter of Credit No. 166994, in the amount of $9,000.00”. Upon presentation to First State Bank of Middlebury, Indiana, 1015 South Bend Ave, South Bend, IN 46617 on or before January 27th, 2023.

The funds shall be used to make the necessary improvements and cover any additional expenses or legal fees that may be incurred. Any remaining monies shall be returned to the developer.

Respectfully Submitted,

SKY K. Medors, P.E.
County Engineer

SKM/mer

c:file

APPROVED THIS _____ DAY OF JAN, 2023
BOARD OF COMMISSIONERS OF THE
COUNTY OF ST. JOSEPH, INDIANA

_______________________________
Carl H. Baxmeyer, President

_______________________________
Deborah A. Fleming, D.M.D., Vice President

_______________________________
Derek D. Dieter, Member
February 08, 2022

Board of Commissioners
St. Joseph County, IN
227 W. Jefferson Blvd.

Subject: Irrevocable Letter of Credit  
The Farms Subdivision

Dear Commissioners:

We request the Board of Commissioners to accept this Irrevocable Letter of Credit # 166994 from First State Bank of Middlebury, Indiana for The Farms Subdivision. This letter extends the expiration date to January 27, 2023, in the amount of Nine Thousand Dollars and No Cents ($9,000.00) to complete drainage, As-Builts and miscellaneous items in the above referenced subdivision, to the satisfaction of St. Joseph County per the plans, specifications and standards. All other terms and conditions remain the same.

We recommend you accept this letter of credit and have it placed on file in the Auditor's office.

Respectfully submitted,

(Merle D. Janiszewski)
Sky K. Medors, P.E.
County Engineer

APPROVED THIS 15 DAY OF Feb 2022
BOARD OF COMMISSIONERS OF THE
COUNTY OF ST. JOSEPH, INDIANA

Andrew T. Kostielney, President

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

Derek D. Dieter, Member

skm/mdj

Enclosures
IRREVOCABLE LETTER OF CREDIT

Borrower: COOREMAN REAL ESTATE GROUP, INC
4404 TECHNOLOGY DR
SOUTH BEND, IN 46623-8700

Lender: First State Bank of Middlebury
Eddy Street Office
1115 South Bend Ave
South Bend, IN 46617

Beneficiary: ST JOSEPH COUNTY BOARD OF COMMISSIONERS
ATTN: COUNTY ENGINEER
227 W JEFFERSON BLVD
SOUTH BEND, IN 46628-9700

NO.: 166994

EXPIRATION DATE. This letter of credit shall expire upon the earlier of the close of business on 01-27-2323 and all drafts and accompanying statements or documents must be presented to Lender on or before that time, or the day that Lender honors a draft under which the full amount of this Letter of Credit has been drawn (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Nine Thousand & 00/100 Dollars ($9,000.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLE OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: BENEFICIARY MUST SUBMIT A SIGNED STATEMENT THAT COOREMAN REAL ESTATE GROUP, INC HAS FAILED TO HONOR THEIR CONTRACTUAL AGREEMENT WITH ST JOSEPH COUNTY BOARD OF COMMISSIONERS

Lender agrees to pay on sight drafts duly presented by either Beneficiary hereunder by payment to the relevant Beneficiary directly or to Beneficiary's account at any bank designated by either Beneficiary notwithstanding any claims by the Account Party or other party of illegally, unenforceability or fraud, except any administrative, regulatory or judicial authority including but not limited to a court of competent jurisdiction, in connection with the transaction with respect to which this Letter of Credit was issued. The relevant Beneficiary shall designate such account upon presentation of the draft. Lender hereby agrees to pay any drafts drawn under and presented in compliance with the terms and conditions of this Letter of Credit and agree to pay the amount of all such drafts that are presented on a business day in immediately available funds prior to our close of business on the third succeeding business day after our receipt of such draft. As used herein, "business day" means any day on which commercial banks are not authorized or required to close in Chicago, Illinois and Inter-bank payments cannot be made via wire transfer. All references herein to a particular time of day shall be to the time of day in such city. If a demand for payment made by a Beneficiary hereunder on or before the Expiration Date does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give such Beneficiary prompt notice that its presentation under this Letter of Credit was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefore and that we are returning the document to such Beneficiary. Any drawing presented by either Beneficiary, shall be binding on both Beneficiaries; and our payment of such drawing shall permanently reduce the amount of this Letter of Credit by the amount of such payment.

This Letter of Credit shall expire at 5:00 p.m. on JANUARY 27, 2023 however, this Letter of Credit shall be automatically extended for additional periods of one (1) year from the initial Expiration Date and each future Expiration date, unless Lender elects not to extend this Letter of Credit. If Lender elects not to extend this Letter of Credit beyond any applicable Expiration Date, Lender shall send Beneficiary written notice of such election to the above address by Certified Mail, Return Receipt Requested, or carrier delivery at least sixty (60) days prior to such Expiration Date.

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn. Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or purporting as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER First State Bank of Middlebury IRREVOCABLE LETTER OF CREDIT NO. 166994 DATED 01-27-2022," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draft under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial drafts are permitted under this Letter of Credit. Lender's honor of a partial draft shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draft, Lender shall return this original Letter of Credit to Beneficiary with the partial draft noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draft(s).

PERMITTED TRANSFERS. The right to draw under this Letter of Credit shall be nontransferable, except for:

A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and

B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFERRERS REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving...
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<td>169597</td>
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<td>169804</td>
<td>$10,000.00</td>
<td>Letter of credit in favor of St. Joseph County Board of Commissioners in reference to Top Coat in Boulder Bay Subdivision. Reduced to $10,000.00 from 34,419.00.</td>
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<td>169805</td>
<td>$7,500.00</td>
<td>Letter of credit in favor of St. Joseph County Board of Commissioners in reference to New Prairie Knolls Subdivision Phase III.</td>
</tr>
<tr>
<td>169806</td>
<td>$9,821.00</td>
<td>Letter of credit in favor of St. Joseph County Board of Commissioners in reference to New Prairie Knolls Subdivision Phase IV.</td>
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<td>208379</td>
<td>$7,500.00</td>
<td>Letter of credit for is for roads 1.5&quot; HMA surface &amp; Easton Rd in Construction for $26,121.00 &amp; $10,000.00 for other improvements As-Builts &amp; punch list for Audubon Woods, section two.</td>
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<tr>
<td>69102263</td>
<td>$36,121.00</td>
<td>Letter of credit in favor of St. Joseph County Board of Commissioners in reference to New Prairie Knolls Section I First Replat.</td>
</tr>
</tbody>
</table>
January 9th, 2023

Board of Commissioners
St. Joseph County, Indiana
227 W. Jefferson Blvd., Room 722
South Bend, Indiana 46601

Subject: Irrevocable Letter of Credit Cash-In
Fernwood Section Three

Dear Commissioners:

Cleveland Woods Development Co., LLC has failed to complete the required improvements in Fernwood Section Three. Cleveland Woods Development Co., LLC has been notified to renew the Letter of Credit or complete the necessary improvements in the above-mentioned subdivision to the satisfaction of St. Joseph County per plans, specifications, and standards. The Letter of Credit has an expiration date of January 31st, 2023.

We recommend approval by the Board of Commissioners to cash in the Irrevocable Letter of Credit, “Drawn under Northwest Bank, Letter of Credit No. 7205006146, originally #2544726674, in the amount of $112,779.00”. Upon presentation to Northwest Bank, Williamsville, New York, on or before January 31st, 2023.

The funds shall be used to make the necessary improvements and cover any additional expenses or legal fees that may be incurred. Any remaining monies shall be returned to the developer.

Respectfully Submitted,

Sky K. Medors, P.E.
County Engineer

SKM/mer

c:file

APPROVED THIS DAY OF JAN, 2023
BOARD OF COMMISSIONERS OF THE
COUNTY OF ST. JOSEPH, INDIANA

Carl H. Baxmeyer, President

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

Derek D. Dieter, Member
January 31, 2022

Board of Commissioners
St. Joseph County, IN
227 W. Jefferson Blvd., Room 732
South Bend, IN   46601

Subject:  **Irrevocable Letter of Credit**
**Fernwood Section 3**

Dear Commissioners:

We request the Board of Commissioners to accept this Irrevocable Letter of Credit #7205006146 originally #2544726674 from Northwest Bank, Williamsville, New York as surety for Fernwood Section 3. This letter extends the expiration date to January 31, 2023, in the amount of $112,779.00 to complete the above-mentioned subdivision, to the satisfaction of St. Joseph County per the plans, specifications, and standards. All other terms and conditions remain the same.

We recommend you accept this letter of credit as surety and have it placed on file in the Auditor’s office.

Respectfully submitted,

Sky K. Medors, P.E.
Interim County Engineer

APPROVED THIS       DAY OF FEB., 2022
BOARD OF COMMISSIONERS OF THE
COUNTRY OF ST. JOSEPH, INDIANA

Andrew T. Kostielney, President
Deborah A. Fleming, D.M.D., Vice President
Derek D. Dieter, Member

SKM/krb
Enclosure
January 27, 2022

St. Joseph County Board of Commissioners
County City Building
227 West Jefferson Blvd.
South Bend, Indiana 46601

Dear Ladies and Gentlemen,

Please find enclosed an original amendment to our Standby Letter of Credit No. 7205006229 issued in your favor. Please review the amendment and assure that the terms and conditions meet your requirements.

Please immediately contact us should you have any questions. Our Letter of Credit Department can be reached at 716.730.4309 or at our email address: LettersOfCreditandTradeServices@Northwest.com.

Sincerely,
Roseanna Milligan
Commercial Loan Operations-Letters of Credit
Northwest Bank

Encl.
AMENDMENT TO IRREVOCABLE LETTER OF CREDIT NO. 7205006146
AMENDMENT NO. 2

Date: January 27, 2022

Beneficiary:
St. Joseph County Board of Commissioners
County City Building
227 West Jefferson Blvd.
South Bend, Indiana 46601

Applicant:
Cleveland Woods Development Co., LLC
2010 West Avenue
Mishawaka, IN 46545

Irrevocable Letter of Credit #: 7205006146
Original Issue Date: February 8, 2007
Current Amount: $112,779.00
RE: Improvements in Fernwood Section #3

Ladies and Gentlemen:

We hereby amend the above referenced Letter of Credit as follows:

1. Letter of Credit Expiration Date is extended to: January 31, 2023.

All other terms and conditions of the Letter of Credit remain unchanged. This amendment is to be considered as part of the Letter of Credit and must be attached thereto.

Northwest Bank

[Signature]
Sharon Fortuna, AVP
Commercial Loan Operations, Manager
January 9th, 2023

Board of Commissioners
St. Joseph County, Indiana
227 W. Jefferson Blvd., Room 722
South Bend, Indiana 46601

Subject: Irrevocable Letter of Credit Cash-In
New Prairie Knolls Phase One First Replat Subdivision

Dear Commissioners:

Cooreman Real Estate Group, Inc has failed to complete the required improvements in New Prairie Knolls Phase One First Replat Subdivision. Cooreman Real Estate Group has been notified to renew the Letter of Credit or complete the necessary improvements in the above-mentioned subdivision to the satisfaction of St. Joseph County per plans, specifications, and standards. The Letter of Credit has an expiration date of January 27th, 2023.

We recommend approval by the Board of Commissioners to cash in the Irrevocable Letter of Credit, "Drawn under First State Bank of Middlebury, Indiana, Letter of Credit No. 208379, in the amount of $7,500.00". Upon presentation to First State Bank of Middlebury, Indiana, 1015 South Bend Ave, South Bend, IN 46617 on or before January 27th, 2023.

The funds shall be used to make the necessary improvements and cover any additional expenses or legal fees that may be incurred. Any remaining monies shall be returned to the developer.

Respectfully Submitted,

[Signature]
Sky K. Medors, P.E.
County Engineer

SKM/mer

APPROVED THIS DAY OF JAN, 2023
BOARD OF COMMISSIONERS OF THE
COUNTY OF ST. JOSEPH, INDIANA

[Signature]
Carl H. Baxmeyer, President

[Signature]
Deborah A. Fleming, D.M.D., Vice President

[Signature]
Derek D. Dieter, Member

PLANNING & ZONING | PUBLIC WORKS | SURVEYOR | DRAINAGE | ENVIRONMENTAL | ECONOMIC DEVELOPMENT

227 W. Jefferson Blvd. | 7th & 11th Fl. | South Bend, IN 46601
P: (574) 235-7800 | F: (574) 235-5057
February 08, 2022

Board of Commissioners
St. Joseph County, IN
227 W. Jefferson Blvd.

Subject: **Irrevocable Letter of Credit**
**New Prairie Knolls Phase 1 First Replat Subdivision**

Dear Commissioners:

We request the Board of Commissioners to accept this Irrevocable Letter of Credit # 208379 from First State Bank of Middlebury, Indiana for New Prairie Knolls Phase 1 First Replat Subdivision. This letter extends the expiration date to January 27, 2023 in the amount of Seven Thousand Five Hundred Dollars and No Cents ($7,500.00) to complete drainage, As-Builds and miscellaneous items in the above referenced subdivision, to the satisfaction of St. Joseph County per the plans, specifications and standards. All other terms and conditions remain the same.

We recommend you accept this letter of credit and have it placed on file in the Auditor’s office.

Respectfully submitted,

p.p. [Signature]
(Merle D. Janiszewski)
Sky K. Medors, P.E.
County Engineer

APPROVED THIS 15 DAY OF February, 2022
BOARD OF COMMISSIONERS OF THE
COUNTY OF ST. JOSEPH, INDIANA

Andrew T. Kostielney, President
Deborah A. Fleming, D.M.D., Vice President
Derek D. Dieter, Member

skm/mdj
Enclosures
IRREVOCABLE LETTER OF CREDIT

Borrower: COOREMAN REAL ESTATE GROUP, INC
4404 TECHNOLOGY DR
SOUTH BEND, IN 46628-9700

Beneficiary: ST JOSEPH COUNTY BOARD OF COMMISSIONERS
227 W JEFFERSON BLVD, COUNTY CITY BLDG, ROOM 732
SOUTH BEND, IN 46601

Lender: First State Bank of Middlebury
Edy St Office
1115 South Bend Ave
South Bend, IN 46617

NO.: 208379

EXPIRATION DATE. This letter of credit shall expire upon the earlier of the close of business on 01-27-2023 and all drafts and accompanying statements or documents must be presented to Lender on or before that time, or the day that Lender honors a draw under which the full amount of this Letter of Credit has been drawn (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Seven Thousand Five Hundred & 00/100 Dollars ($7,500.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Beneficiary's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SOLOLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: BENEFICIARY MUST SUBMIT A SIGNED STATEMENT THAT COOREMAN REAL ESTATE GROUP INC HAS FAILED TO HONOR THEIR CONTRACTUAL AGREEMENT WITH ST JOSEPH COUNTY BOARD OF COMMISSIONERS.

Lender agrees to pay on sight drafts duly presented by either Beneficiary hereunder by payment to the relevant Beneficiary directly or to Beneficiary's account at any bank designated by either Beneficiary notwithstanding any claims by the Account Party or other party of illegality, unenforceability or fraud, except any administrative, regulatory or judiciary authority including but not limited to a court of competent jurisdiction, in connection with the transaction with respect to which this Letter of Credit was issued. The relevant Beneficiary shall designate such account upon presentation of the draft. Lender hereby agrees to pay any drafts drawn under and presented in compliance with the terms and conditions of this Letter of Credit and agrees to pay the amount of all such drafts that are presented on a business day in immediately available funds prior to the close of business on the third following business day after receipt of such draft. If a demand for payment made by a Beneficiary hereunder on or before the Expiration Date does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give such Beneficiary prompt notice that its presentation under this Letter of Credit was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefore and that we are returning the document to such Beneficiary. Any payment drawn by either Beneficiary, shall be binding on both Beneficiaries; and our payment of such drawing shall permanently reduce the amount of this Letter of Credit by the amount of such payment.

This Letter of Credit shall expire at 5:00 p.m. on JANUARY 27, 2023 however, this Letter of Credit shall be automatically extended for additional periods of one (1) year from the Initial Expiration Date and each future Expiration Date, unless Lender elects not to extend this Letter of Credit. If Lender elects not to extend this Letter of Credit beyond any applicable Expiration Date, Lender shall send Beneficiary written notice of such election to the above address by Certified Mail, Return Receipt Requested, or courier delivery at least sixty (60) days prior to such Expiration Date.

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn. Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or purporting as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER First State Bank of Middlebury IRREVOCABLE LETTER OF CREDIT NO. 208379 DATED 01-27-2022," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted heron; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:
A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREE REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving
<table>
<thead>
<tr>
<th>Letter of Credit No.</th>
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<td>169597</td>
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<td>$10,000.00</td>
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</tr>
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<td>169805</td>
<td>$7,500.00</td>
<td>Letter of credit in favor of St. Joseph County Board of Commissioners in reference to New Prairie Knolls Subdivision Phase III.</td>
</tr>
<tr>
<td>169806</td>
<td>$9,820.00</td>
<td>Letter of credit in favor of St. Joseph County Board of Commissioners in reference to New Prairie Knolls Subdivision Phase IV.</td>
</tr>
<tr>
<td>208379</td>
<td>$7,500.00</td>
<td>Letter of credit for is for roads 1.5&quot; HMA surface &amp; Easton Rd in Construction for $26,121.00 &amp; $10,000.00 for other improvements As-Builts &amp; punch list for Audubon Woods, section two.</td>
</tr>
<tr>
<td>69102283</td>
<td>$36,121.00</td>
<td>Letter of credit for is for roads 1.5&quot; HMA surface &amp; Easton Rd in Construction for $26,121.00 &amp; $10,000.00 for other improvements As-Builts &amp; punch list for Audubon Woods, section two.</td>
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</table>
January 9th, 2023

Board of Commissioners
St. Joseph County, Indiana
227 W. Jefferson Blvd., Room 722
South Bend, Indiana 46601

Subject: Irrevocable Letter of Credit Cash-In
New Prairie Knolls Phase Three Subdivision

Dear Commissioners:

Cooreman Real Estate Group, Inc has failed to complete the required improvements in New Prairie Knolls Phase Three Subdivision. Cooreman Real Estate Group has been notified to renew the Letter of Credit or complete the necessary improvements in the above-mentioned subdivision to the satisfaction of St. Joseph County per plans, specifications, and standards. The Letter of Credit has an expiration date of January 27th, 2023.

We recommend approval by the Board of Commissioners to cash in the Irrevocable Letter of Credit, “Drawn under First State Bank of Middlebury, Indiana, Letter of Credit No. 169805, in the amount of $7,500.00”. Upon presentation to First State Bank of Middlebury, Indiana, 1015 South Bend Ave, South Bend, IN 46617 on or before January 27th, 2023.

The funds shall be used to make the necessary improvements and cover any additional expenses or legal fees that may be incurred. Any remaining monies shall be returned to the developer.

Respectfully Submitted,

[Signature]
Sky K. Medors, P.E.
County Engineer

SKM/mer

APPROVED THIS _______ DAY OF JAN, 2023
BOARD OF COMMISSIONERS OF THE
COUNTY OF ST. JOSEPH, INDIANA

__________________________
Carl H. Baxmeyer, President

__________________________
Deborah A. Fleming, D.M.D., Vice President

__________________________
Derek D. Dieter, Member
February 08, 2022

Board of Commissioners
St. Joseph County, IN
227 W. Jefferson Blvd.

Subject: **Irrevocable Letter of Credit**
**New Prairie Knolls Phase 3 Subdivision**

Dear Commissioners:

We request the Board of Commissioners to accept this Irrevocable Letter of Credit # 169805 from First State Bank of Middlebury, Indiana for New Prairie Knolls Phase 3 Subdivision. This letter extends the expiration date to January 27, 2023 in the amount of Seven Thousand Five Hundred Dollars and No Cents ($7,500.00) to complete drainage, As-Builts and miscellaneous items in the above referenced subdivision, to the satisfaction of St. Joseph County per the plans, specifications and standards. All other terms and conditions remain the same.

We recommend you accept this letter of credit and have it placed on file in the Auditor’s office.

Respectfully submitted,

p.p. [Signature]
(Merle D. Janiszewski)
Sky K. Medors, P.E.
County Engineer

APPROVED THIS 15 DAY OF FEBRUARY, 2022
BOARD OF COMMISSIONERS OF THE
COUNTY OF ST. JOSEPH, INDIANA

Andrew T. Kostielney, President

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

Derek D. Dieter, Member

skm/mdj

Enclosures
IRREVOCABLE LETTER OF CREDIT

Borrower: COOREMAN REAL ESTATE GROUP, INC
4404 TECHNOLOGY DR
SOUTH BEND, IN 46628-9700

Lender: First State Bank of Middletown
915 Eddy Street Office
1016 South Bend Ave
South Bend, IN 46617

Beneficiary: ST JOSEPH COUNTY BOARD OF COMMISSIONERS
227 W JEFFERSON BLVD, COUNTY CITY BLDG, ROOM 732
SOUTH BEND, IN 46601

NO.: 169805

EXPIRATION DATE. This letter of credit shall expire upon the earlier of the close of business on 01-27-2023 and all drafts and accompanying statements or documents must be presented to Lender on or before that time, or the day that Lender honors a draw under which the full amount of this Letter of Credit has been drawn (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Seven Thousand Five Hundred & 00/100 Dollars ($7,500.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of a draft drawn on Lender at Lender's address indicated above (or such other address that Lender may provide in writing) during regular business hours and accompanied by the written statement or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU ARE UNABLE TO PURCHASE ANY OF ITS ACCORDING TO THE REQUIREMENTS, EITHER ONLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS, AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: BENEFICIARY MUST SUBMIT A SIGNED STATEMENT THAT COOREMAN REAL ESTATE GROUP, INC. HAS FAILED TO HONOR THEIR CONTRACTUAL AGREEMENT WITH ST JOSEPH COUNTY BOARD OF COMMISSIONERS

Lender agrees to pay on sight drafts duly presented by either Beneficiary hereunder by payment to the relevant Beneficiary directly or to Beneficiary's account at any bank designated by either Beneficiary notwithstanding any claims by the Account Party or other party of illegally, unenforceability or fraud, except any administrative, regulatory or judicial authority including but not limited to a court of competent jurisdiction, in connection with the transaction with respect to which this Letter of Credit was issued. The relevant Beneficiary shall designate such account upon presentation of the draft. Lender hereby agrees to pay any drafts drawn under and presented in compliance with the terms and conditions of this Letter of Credit and agrees to pay the amount of all such drafts that are presented on a business day in immediately available funds prior to our close of business on the third succeeding business day after receipt of each draft. As used herein, "business day" means any day on which commercial banks are authorized or required to close in Chicago, Illinois and Inter-bank payments can be made via wire transfer. All references herein to a particular time of day shall be to the time of day in such city. If a demand for payment made by a Beneficiary hereunder on or before the Expiration Date does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give such Beneficiary a prompt notice that its presentation under this Letter of Credit was not affected in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefore and that we are returning the document to such Beneficiary. Any drawing presented by either Beneficiary shall be binding on both Beneficiaries; and our payment of such drawing shall permanently reduce the amount of this Letter of Credit by the amount of such payment.

This Letter of Credit shall expire at 5:00 p.m. on JANUARY 27, 2023 however, this Letter of Credit shall be automatically extended for additional periods of one (1) year from the Initial Expiration Date and each future Expiration date, unless Lender elect not to extend this Letter of Credit. If Lender elects not to extend this Letter of Credit beyond any applicable Expiration Date, Lender shall send Beneficiary written notice of such election to the above address by Certified Mail, Return Receipt Requested, or courier delivery at least sixty (60) days prior to such Expiration Date.

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit unless such Letter of Credit is fully extinguished by the amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or purporting as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonpayment or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has and will not present upon the other, unless and until Beneficiary presents with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER First State Bank of Middletown IRREVOCABLE LETTER OF CREDIT NO. 169805 DATED 01-27-2022," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a Substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREEES. The right to draw under this Letter of Credit shall be nontransferable, except for:

A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at the law of the original Beneficiary; and

B. The first immediate transferee (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFERREES REQUIRED DOCUMENTS. When the presentee is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more
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<td>166994</td>
<td>$ 9,000.00</td>
<td>Letter of credit in favor of St. Joseph County Board of Commissioners in reference to The Farms Subdivision</td>
</tr>
<tr>
<td>169597</td>
<td>$ 9,200.00</td>
<td>Letter of credit in favor of St. Joseph County Board of Commissioners in reference to Westwood Knolls Subdivision</td>
</tr>
<tr>
<td>169804</td>
<td>$ 10,000.00</td>
<td>Letter of credit in favor of St. Joseph County Board of Commissioners in reference to Top Coat in Boulder Bay Subdivision. Reduced to $10,000.00 from 34,419.00.</td>
</tr>
<tr>
<td>169805</td>
<td>$ 7,500.00</td>
<td>Letter of credit in favor of St. Joseph County Board of Commissioners in reference to New Prairie Knolls Subdivision Phase III</td>
</tr>
<tr>
<td>169806</td>
<td>$ 9,820.00</td>
<td>Letter of credit in favor of St. Joseph County Board of Commissioners in reference to New Prairie Knolls Subdivision Phase IV</td>
</tr>
<tr>
<td>208379</td>
<td>$ 7,500.00</td>
<td>Letter of credit in favor of St. Joseph County Board of Commissioners in reference to New Prairie Knolls Section I First Replat</td>
</tr>
<tr>
<td>69102263</td>
<td>$ 36,121.00</td>
<td>Letter of credit for is for roads 1.5&quot; HMA surface &amp; Easton Rd in Construction for $26,121.00 &amp; $10,000.00 for other Improvements As-Builts &amp; punch list for Audubon Woods, section two.</td>
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January 9th, 2023

Board of Commissioners  
St. Joseph County, Indiana  
227 W. Jefferson Blvd., Room 722  
South Bend, Indiana 46601  

Subject: Irrevocable Letter of Credit Cash-In  
New Prairie Knolls Phase Four Subdivision

Dear Commissioners:

Cooreman Real Estate Group, Inc has failed to complete the required improvements in New Prairie Knolls Phase Four Subdivision. Cooreman Real Estate Group has been notified to renew the Letter of Credit or complete the necessary improvements in the above-mentioned subdivision to the satisfaction of St. Joseph County per plans, specifications, and standards. The Letter of Credit has an expiration date of January 27th, 2023.

We recommend approval by the Board of Commissioners to cash in the Irrevocable Letter of Credit, “Drawn under First State Bank of Middlebury, Indiana, Letter of Credit No. 169806, in the amount of $9,820.00”. Upon presentation to First State Bank of Middlebury, Indiana, 1015 South Bend Ave, South Bend, IN 46617 on or before January 27th, 2023.

The funds shall be used to make the necessary improvements and cover any additional expenses or legal fees that may be incurred. Any remaining monies shall be returned to the developer.

Respectfully Submitted,

Sky K. Medors, P.E.  
County Engineer

SKM/mer

APPROVED THIS _______ DAY OF JAN, 2023  
BOARD OF COMMISSIONERS OF THE  
COUNTY OF ST. JOSEPH, INDIANA

Carl H. Baxmeyer, President

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

Derek D. Dieter, Member
February 08, 2022

Board of Commissioners
St. Joseph County, IN
227 W. Jefferson Blvd.

Subject: **Irrevocable Letter of Credit**
*New Prairie Knolls Phase 4 Subdivision*

Dear Commissioners:

We request the Board of Commissioners to accept this Irrevocable Letter of Credit # 169806 from First State Bank of Middlebury, Indiana for New Prairie Knolls Phase 4 Subdivision. This letter extends the expiration date to January 27, 2023 in the amount of Nine Thousand Eight Hundred and Twenty Dollars and No Cents ($9,820.00) to complete drainage, As-Builts and miscellaneous items in the above referenced subdivision, to the satisfaction of St. Joseph County per the plans, specifications and standards. All other terms and conditions remain the same.

We recommend you accept this letter of credit and have it placed on file in the Auditor’s office.

Respectfully submitted,

(Merle D. Janiszewski)
Sky K. Medors, P.E.
County Engineer

APPROVED THIS 15 DAY OF Feb., 2022
BOARD OF COMMISSIONERS OF THE
COUNTY OF ST. JOSEPH, INDIANA

Andrew T. Kostielney, President

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

Derek D. Dieter, Member

skm/mdj
Enclosures
IRREVOCABLE LETTER OF CREDIT

Borrower: COOREMAN REAL ESTATE GROUP, Inc
4404 TECHNOLOGY DR
SOUTH BEND, IN 46628-9700

Beneficiary: ST JOSEPH COUNTY BOARD OF COMMISSIONERS
227 W JEFFERSON BLVD, COUNTY CITY BLDG, ROOM 732
SOUTH BEND, IN 46601

Lender: First State Bank of Middlebury
Eddy Street Office
1915 South Blvd Ave
South Bend, IN 46617

NO.: 169806

EXPIRATION DATE. This Letter of Credit shall expire upon the earlier of the close of business on 01-27-2023 and all drafts and accompanying statements or documents must be presented to Lender on or before that time, or the day that Lender honors a draw under which the full amount of this Letter of Credit has been drawn (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Nine Thousand Eight Hundred Twenty & 00/100 Dollars ($9,820.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: BENEFICIARY MUST SUBMIT A SIGNED STATEMENT THAT COOREMAN REAL ESTATE GROUP INC HAS FAILED TO HONOR THEIR CONTRACTUAL AGREEMENT WITH ST JOSEPH COUNTY BOARD OF COMMISSIONERS.

Lender agrees to pay on sight drafts duly presented by Beneficiary hereunder by payment to the relevant Beneficiary directly or to Beneficiary's account at any bank designated by Beneficiary notwithstanding any claims by the Account Party or other party of illegality, unenforceability or fraud, except any administrative, regulatory or judicial authority including but not limited to a court of competent jurisdiction, in connection with the transaction with respect to which this Letter of Credit was issued. The relevant Beneficiary shall designate such account upon presentation of the draft. Lender hereby agrees to pay any drafts drawn under and presented in compliance with the terms and conditions of this Letter of Credit and agree to pay the amount of all such drafts that are presented on a business day in immediately available funds prior to our close of business on the third succeeding business day after the receipt of such drafts. As used herein, "business day" means any day on which commercial banks are not authorized or required to close in Chicago, Illinois and inter-bank payments can be made via wire transfer. All references herein to a particular time of day shall be to the time of day in such city. If a demand for payment made by a Beneficiary hereunder on or before the Expiration Date does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give such Beneficiary prompt notice that its presentation under this Letter of Credit was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefore and that we are returning the document to such Beneficiary. Any drawing presented by either Beneficiary, shall be binding on both Beneficiaries; and our payment of such drawing shall permanently reduce the amount of this Letter of Credit by the amount of such payment.

This Letter of Credit shall expire at 5:00 p.m. on JANUARY 27, 2023 however, this Letter of Credit shall be automatically extended for additional periods of one (1) year from the initial Expiration Date and each future Expiration Date, unless Lender elects not to extend this Letter of Credit. If Lender elects not to extend this Letter of Credit beyond any applicable Expiration Date, Lender shall send Beneficiary written notice of the same at least sixty (60) days prior to such Expiration Date.

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn. Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which comprises strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount disbursed and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any noncompliance or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER First State Bank of Middlebury IRREVOCABLE LETTER OF CREDIT NO. 169806 DATED 01-27-2022," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draft under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial drafts are permitted under this Letter of Credit. Lender's honor of a partial draft shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draft, Lender shall return this original Letter of Credit to Beneficiary with the partial draft noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draft(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and

B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving
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January 9th, 2023

Board of Commissioners
St. Joseph County, Indiana
227 W. Jefferson Blvd., Room 722
South Bend, Indiana 46601

Subject: **Irrevocable Letter of Credit Cash-In**
**Stone Oak Farms Subdivision**

Dear Commissioners:

Cooreman Real Estate Group, Inc has failed to complete the required improvements in Stone Oak Farms Subdivision. Cooreman Real Estate Group has been notified to renew the Letter of Credit or complete the necessary improvements in the above-mentioned subdivision to the satisfaction of St. Joseph County per plans, specifications, and standards. The Letter of Credit has an expiration date of January 27th, 2023.

We recommend approval by the Board of Commissioners to cash in the Irrevocable Letter of Credit, “Drawn under First State Bank of Middlebury, Indiana, Letter of Credit No. 169596, in the amount of $1,500.00”. Upon presentation to First State Bank of Middlebury, Indiana, 1015 South Bend Ave, South Bend, IN 46617 on or before January 27th, 2023.

The funds shall be used to make the necessary improvements and cover any additional expenses or legal fees that may be incurred. Any remaining monies shall be returned to the developer.

Respectfully Submitted,

Sky K. Medors, P.E.
County Engineer

SKM/mer

c:file

APPROVED THIS DAY OF JAN, 2023
BOARD OF COMMISSIONERS OF THE COUNTY OF ST. JOSEPH, INDIANA

Carl H. Baxmeyer, President

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

Derek D. Dieter, Member
February 08, 2022

Board of Commissioners
St. Joseph County, IN
227 W. Jefferson Blvd.

Subject: Irrevocable Letter of Credit

Stone Oak Farms Subdivision

Dear Commissioners:

We request the Board of Commissioners to accept this Irrevocable Letter of Credit # 169596 from First State Bank of Middlebury, Indiana for Stone Oak Farms Subdivision. This letter extends the expiration date to January 27, 2023, in the amount of One Thousand Five Hundred Dollars and No Cents ($1,500.00) to complete drainage, As-Buils and miscellaneous items in the above referenced subdivision, to the satisfaction of St. Joseph County per the plans, specifications and standards. All other terms and conditions remain the same.

We recommend you accept this letter of credit and have it placed on file in the Auditor’s office.

Respectfully submitted,

p.p. (Merle D. Janiszewski)
Sky K. Medors, P.E.
County Engineer

APPROVED THIS 15 DAY OF Feb, 2022
BOARD OF COMMISSIONERS OF THE
COUNTY OF ST. JOSEPH, INDIANA

Andrew T. Kostielney, President
Deborah A. Fleming, D.M.D., Vice President
Derek D. Dieter, Member

skm/mdj

Enclosures
IRREVOCABLE LETTER OF CREDIT

Borrower: COOREMAN REAL ESTATE GROUP, INC
4404 TECHNOLOGY DR
SOUTH BEND, IN 46729-3700

Lender: First State Bank of Middlebury
Edy Street Office
1015 South Bend Ave
South Bend, IN 46617

Beneficiary: ST JOSEPH COUNTY BOARD OF COMMISSIONERS
227 W JEFFERSON BLVD. COUNTY CITY BLDG, ROOM 732
SOUTH BEND, IN 46601

NO.: 169596

EXPIRATION DATE. This letter of credit shall expire upon the earlier of the close of business on 01-27-2023 and all drafts and accompanying statements or documents must be presented to Lender on or before that time, or the day that Lender honors a draw under which the full amount of this Letter of Credit has been drawn (the “Expiration Date”).

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of One Thousand Five Hundred & 00/100 Dollars ($1,500.00) (the “Letter of Credit”). These funds shall be made available to Beneficiary upon Lender’s receipt of Beneficiary of eight drafts drawn on Lender at Lender’s address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FAIL TO SEE ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BENEFICIARY IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: BENEFICIARY MUST SUBMIT A SIGNED STATEMENT THAT COOREMAN REAL ESTATE GROUP, INC. HAS FAILED TO HONOR THEIR CONTRACTUAL AGREEMENT WITH ST JOSEPH COUNTY BOARD OF COMMISSIONERS

Lender agrees to pay on sight drafts duly presented by either Beneficiary hereunder by payment to the relevant Beneficiary directly or to Beneficiary's account at any bank designated by either Beneficiary notwithstanding any claims by the Account Party or other party of illegality, unenforceability or fraud, except any administrative, regulatory or judicial authority including but not limited to a court of competent jurisdiction, in connection with the transaction with respect to which this Letter of Credit was issued. The relevant Beneficiary shall designate such account upon presentation of the draft. Lender hereby agrees to pay any drafts drawn upon and presented in compliance with the terms and conditions of this Letter of Credit and agrees to pay the amount of all such drafts that are presented on a business day in immediately available funds prior to our close of business on the third succeeding business day after our receipt of such draft. As used herein, "business day" means any day on which commercial banks are not authorized or required to close in Chicago, Illinois and inter-bank payments can be made via wire transfer. All references herein to a particular time of day shall be to the time of day in such city. If a demand for payment made by a Beneficiary hereunder on or before the Expiration Date does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give such Beneficiary prompt notice that its presentation under this Letter of Credit was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefore and that we are returning the document to such Beneficiary. Any drawing presented by either Beneficiary, shall be binding on both Beneficiaries; and our payment of such drawing shall permanently reduce the amount of this Letter of Credit by the amount of such payment.

This Letter of Credit shall expire at 5:00 p.m. on JANUARY 27, 2023 however, this Letter of Credit shall be automatically extended for additional periods of one (1) year from the initial Expiration Date and each future Expiration Date, unless Lender elects not to extend this Letter of Credit. If Lender elects not to extend this Letter of Credit beyond any applicable Expiration Date, Lender shall send Beneficiary written notice of such election to the above address by Certified Mail, Return Receipt Requested, or courier delivery at least sixty (60) days prior to such Expiration Date.

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or passing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with disfavor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked “DRAWN UNDER First State Bank of Middlebury IRREVOCABLE LETTER OF CREDIT NO. 169596 DATED 01-27-2022,” and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative of law of the original Beneficiary; and

B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more
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<td>69102263</td>
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January 9th, 2023

Board of Commissioners
St. Joseph County, Indiana
227 W. Jefferson Blvd., Room 722
South Bend, Indiana 46601

Subject: Irrevocable Letter of Credit Cash-In

Westwood Knolls Subdivision

Dear Commissioners:

Cooreman Real Estate Group, Inc has failed to complete the required improvements in Westwood Knolls Subdivision. Cooreman Real Estate Group has been notified to renew the Letter of Credit or complete the necessary improvements in the above-mentioned subdivision to the satisfaction of St. Joseph County per plans, specifications, and standards. The Letter of Credit has an expiration date of January 27th, 2023.

We recommend approval by the Board of Commissioners to cash in the Irrevocable Letter of Credit, “Drawn under First State Bank of Middlebury, Indiana, Letter of Credit No. 169597, in the amount of $9,200.00”. Upon presentation to First State Bank of Middlebury, Indiana, 1015 South Bend Ave, South Bend, IN 46617 on or before January 27th, 2023.

The funds shall be used to make the necessary improvements and cover any additional expenses or legal fees that may be incurred. Any remaining monies shall be returned to the developer.

Respectfully Submitted,

SK Medors, P.E.
County Engineer

SKM/mer

c:file

APPROVED THIS _______ DAY OF JAN, 2023
BOARD OF COMMISSIONERS OF THE
COUNTY OF ST. JOSEPH, INDIANA

________________________
Carl H. Baxmeyer, President

________________________
Deborah A. Fleming, D.M.D., Vice President

________________________
Derek D. Dieter, Member
February 08, 2022

Board of Commissioners
St. Joseph County, IN
227 W. Jefferson Blvd.

Subject: Irrevocable Letter of Credit
Westwood Knolls Subdivision

Dear Commissioners:

We request the Board of Commissioners to accept this Irrevocable Letter of Credit # 169597 from First State Bank of Middlebury, Indiana for Westwood Knolls Subdivision. This letter extends the expiration date to January 27, 2023, in the amount of Nine Thousand Two Hundred Dollars and No Cents ($9,200.00) to complete drainage, As-Buills and miscellaneous items in the above referenced subdivision, to the satisfaction of St. Joseph County per the plans, specifications and standards. All other terms and conditions remain the same.

We recommend you accept this letter of credit and have it placed on file in the Auditor’s office.

Respectfully submitted,

p.p. (Merle D. Janiszewski)
Sky K. Medors, P.E.
County Engineer

APPROVED THIS 15 DAY OF FEB, 2022
BOARD OF COMMISSIONERS OF THE
COUNTY OF ST. JOSEPH, INDIANA

Andrew T. Kostielney, President

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

Derek D. Dieter, Member

skm/mdj

Enclosures
IRREVOCABLE LETTER OF CREDIT

Borrower: COOREMAN REAL ESTATE GROUP, INC
4404 TECHNOLOGY DR
SOUTH BEND, IN 46628-8700

Lender: First State Bank of Middlebury
Eddy Street Office
111 South Main Ave
South Bend, IN 46617

Beneficiary: ST JOSEPH COUNTY BOARD OF COMMISSIONERS
227 W JEFFERSON BLVD, COUNTY CITY BUILDING, ROOM 732
SOUTH BEND, IN 46601

NO.: 169597

EXPIRATION DATE. This letter of credit shall expire upon the earlier of the close of business on 01-27-2323 and all drafts and accompanying statements or documents must be presented to Lender on or before that time, or the day that Lender honors a draw under which the full amount of this Letter of Credit has been drawn (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Nine Thousand Two Hundred & 00/100 Dollars ($9,200.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents, as indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FAIL TO EXAMINE IT FOR ANY OF ITS REQUIREMENTS, EITHER SINGLE OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: BENEFICIARY MUST SUBMIT A SIGNED STATEMENT THAT COOREMAN REAL ESTATE GROUP, INC. HAS FAILED TO HONOR THEIR CONTRACTUAL AGREEMENT WITH ST JOSEPH COUNTY BOARD OF COMMISSIONERS

Lender agrees to pay on sight drafts duly presented by either Beneficiary hereunder by payment to the relevant Beneficiary directly or to Beneficiary's account at any bank designated by either Beneficiary notwithstanding any claims by the Account Party or other party of illegality, unenforceability or fraud, except any administrative, regulatory or judicial authority including but not limited to a court of competent jurisdiction, in connection with the transaction with respect to which this Letter of Credit was issued. The relevant Beneficiary shall designate such account upon presentation of any draft. Lender hereby agrees to pay any drafts drawn on and presented in compliance with the terms and conditions of this Letter of Credit, and agree to pay the amount of all such drafts that are presented on a business day in immediately available funds prior to our close of business on the third succeeding business day after our receipt of such draft. As used herein, "business day" means any day on which commercial banks are not authorized or required to close in Chicago, Illinois and inter-bank payments can be made via wire transfer. All references herein to a particular time of day shall be to the time of day in such city. If a demand for payment made by a Beneficiary hereunder on or before the Expiration Date does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give such Beneficiary prompt notice that its presentation under this Letter of Credit was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefore and that we are returning the document to such Beneficiary. Any drawing presented by either Beneficiary, shall be binding on both Beneficiaries; and our payment of such drawing shall permanently reduce the amount of this Letter of Credit by the amount of such payment.

This Letter of Credit shall expire at 5:00 p.m. on JANUARY 27, 2023 however, this Letter of Credit shall be automatically extended for additional periods of one (1) year from the Initial Expiration Date and each future Expiration date, unless Lender elects not to extend this Letter of Credit. If Lender elects not to extend this Letter of Credit beyond any applicable Expiration Date, Lender shall send Beneficiary written notice of such election to the above address by Certified Mail, Return Receipt Requested, or courier delivery at least sixty (60) days prior to such Expiration Date.

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or purposing Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with a dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWH UNDER First State Bank of Middlebury IRREVOCABLE LETTER OF CREDIT NO. 169597 DATED 01-27-2022." and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in Lender's sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEEES. The right to draw under this Letter of Credit shall be nontransferable, except for:

A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative of law of the original Beneficiary; and

B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEEES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more
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January 17, 2023

Board of Commissioners
County of St. Joseph
Room 722, County-City Building
South Bend, Indiana 46601

Subject: REQUEST APPROVAL OF TRAFFIC REGULATORY ORDINANCE:
NO TRUCKS ON QUINCE ROAD FROM SR2 TO US 20

Dear Commissioners:

Submitted, for your approval, is a Traffic Regulatory Ordinance for a NO THRU TRUCKS sign regulation on QUINCE ROAD between SR 2 & US 20

Thank you for your consideration in this manner

Respectfully Submitted,

Sky K. Medors, P.E.
County Engineer

SKM/mpm

Enclosure

APPROVED THIS____DAY OF JANUARY 2023
BOARD OF COMMISSIONERS OF
ST. JOSEPH COUNTY, INDIANA

______________________________
Carl H. Baxmeyer, President

______________________________
Deborah A. Fleming, D.M.D., Vice President

______________________________
Derek D. Dieter, Member
January 17, 2023

Board of Commissioners  
County of St. Joseph  
South Bend, Indiana 46601

HONORABLE BOARD:

RE: REQUEST FOR APPROVAL OF TRAFFIC REGULATORY ORDINANCE

I request approval for the following:
Primary Road: **Quince Road**  
From: **SR 2**  
To: **US 20**

<table>
<thead>
<tr>
<th>Type of Regulations</th>
<th>Options</th>
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<tbody>
<tr>
<td>√ Signals</td>
<td>□ Stop</td>
</tr>
<tr>
<td>□ Speed 25 MPH</td>
<td>□ No Trucks</td>
</tr>
</tbody>
</table>

Regulation is:  
√ New  
□ Revision  
□ Deletion

Revisions:  
_________________________  
Deletion:  
_________________________

Application Per Manual On Uniform Traffic Control Devices for Streets and Highways:  
**IMUTCD 2011**

Respectfully Submitted,

[Signature]

Sky K. Medors, P.E.  
County Engineer

C: files

APPROVED THIS ____ DAY OF JANUARY 2023
BOARD OF COMMISSIONERS OF  
ST. JOSEPH COUNTY, INDIANA

_________________________
Carl H. Baxmeyer President

_________________________
Deborah A. Fleming, D.M.D., Vice President

_________________________
Derek D. Dieter, Member
January 17, 2023

Board of Commissioners  
County of St. Joseph  
Room 722, County-City Building  
South Bend, Indiana 46601

Subject: REQUEST APPROVAL OF TRAFFIC REGULATORY ORDINANCES FOR THE HAVEN SUBDIVISION

Dear Commissioners:

Submitted, for your approval is establishing the speed limit on all roads in The Haven Subdivision to 25 mph for the streets listed below per Indiana Code. 9-21-5-6(b).

1) Mason James Drive  
2) Greyson Alan Drive

In addition, for installation of a STOP sign on Mason James Drive at SR 23. The STOP condition meets IMUTCD application 2B.06B and 2B.04(Support C).

Finally for a right in / right out turn restriction at the intersection of Mason James Drive as SR 23 due to limited sight distance.

Thank you for your consideration in this manner

Respectfully Submitted,

Sky K. Medors, P.E.  
County Engineer

APPROVED THIS_______DAY OF JANUARY 2023
BOARD OF COMMISSIONERS OF  
ST JOSEPH COUNTY, INDIANA

Carl H. Baxmeyer, President

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

Derek D. Dieter, Member

PLANNING & ZONING | PUBLIC WORKS | SURVEYOR | DRAINAGE | ENVIRONMENTAL | ECONOMIC DEVELOPMENT

227 W. Jefferson Blvd. | 7th & 11th Fl. | South Bend, IN 46601  
P: (574) 235-7800 | F: (574) 235-5057
January 17, 2023

Board of Commissioners
County of St. Joseph
South Bend, Indiana 46601

HONORABLE BOARD:

RE: REQUEST FOR APPROVAL OF TRAFFIC REGULATORY ORDINANCE

I request approval for the following:

Type of Regulations: ☑️ Signals ☑️ Stop – Mason James Drive @ SR 23 ☐ Yield
☑️ Speed 25 MPH – Mason James Drive & Greyson Alan Drive ☐ No Trucks
☑️ Turn Restriction – Right In / Right Out at Mason James Drive @ SR 23

Regulation is: ☑️ New ☐ Revision ☐ Deletion

Application Per Indiana Code, 9-21-5-6(b), and Indiana Manual on Uniform Traffic Control Devices 2011 2B.06B, and 2B.04 Support C.

Respectfully Submitted,

Sk V. Medors, P.E.
County Engineer

c: files

APPROVED THIS _____ DAY OF JANUARY 2023
BOARD OF COMMISSIONERS OF
ST. JOSEPH COUNTY, INDIANA

__________________________
Carl H. Baxmeyer President

____________________________
Deborah A. Fleming, D.M.D., Vice President

____________________________
Derek D. Dieter, Member
January 4, 2023

Board of Commissioners
Of St. Joseph County, Indiana
Room 722, County – City Building
South Bend, Indiana 46601

RE: CONTRACT R – 37502 AUTEN TRAIL BIKE AND PEDESTRIAN FACILITIES
ALONG AUTEN ROAD FROM LAUREL ROAD TO STATE ROAD 933
CHANGE ORDER NO. 1

Dear Commissioners:

Submitted herewith for your review is Change Order No. 1 for the demolition of existing HAWK Pedestrian System. To allow for installation of the new system which is specified to be installed at the same location as the existing. Also included in this change order is an item specified in the plans, however; there is no line item in the contract for the specified 3-inch steel conduit for the underground wiring. Supporting documentation is enclosed.

This Change Order results in an increase to the contract of $9,964.87
With approval of this change order, the revised contract amount is $840,421.11 which is a 0.120 % increase from the original Contract amount of $830,456.24

St. Joseph County Division of Public Works has reviewed the change order and recommends your approval.

Respectfully Submitted,

Sky K. Medors, P.E.
County Engineer

SKM:aph

APPROVED THIS _____ DAY OF JAN., 2023
BOARD OF COMMISSIONERS OF
ST. JOSEPH COUNTY, INDIANA

Carl H. Baxmeyer, President

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

Derek D. Dieter, Member
**Contract No:** R -37502

**INDIANA Department of Transportation**

**Construction Change Order and Time Extension Summary**

<table>
<thead>
<tr>
<th><strong>Contract Information</strong></th>
<th><strong>Letting Date:</strong> 11/17/2021</th>
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<tr>
<td><strong>Contract No.:</strong> R -37502</td>
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<tr>
<td><strong>District:</strong> LAPORTE DISTRICT</td>
<td></td>
</tr>
<tr>
<td><strong>AE:</strong> Hauersperger, Steven</td>
<td></td>
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<tr>
<td><strong>PE/S:</strong> Ludwig, Jack</td>
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<td><strong>Status:</strong> Draft</td>
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<tr>
<th><strong>Change Order Information</strong></th>
<th><strong>EWA:</strong> Y or Force Acct: N</th>
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<td><strong>Date Generated:</strong> 00/00/0000</td>
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<td><strong>Date Approved:</strong> 00/00/0000</td>
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<td><strong>Reason Code:</strong> ERRORS &amp; OMISSIONS</td>
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<td><strong>Description:</strong> Ped Signal Removal / 3 In. PVC Conduit</td>
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<tr>
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<td><strong>Total Previous Approved Changes</strong></td>
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<td><strong>Percent:</strong> 0.00 %</td>
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<td><strong>Total Change To-Date</strong></td>
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<td><strong>Percent:</strong> 1.200 %</td>
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<tr>
<td><strong>SP Date 00/00/0000 or SP Days</strong></td>
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<td>(SS = Standard Specification, SP = Special Provision)</td>
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<td><strong>Previous Time Approved</strong></td>
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<td><strong>SS Days by AE:</strong></td>
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<td><strong>DCE:</strong></td>
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<td><strong>SCE:</strong></td>
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<td><strong>DDCM:</strong></td>
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<tr>
<td><strong>SS Days</strong></td>
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<td><strong>SP Days Value $</strong></td>
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<tr>
<td>Review and Approval Information</td>
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<tr>
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<td>(50 SS days)</td>
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<td>Scope/Design Recommendation Required?</td>
<td>Y / N If Y, Referred to Project Manager(PM) _______</td>
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<td>Date to PM _______ Date Returned _______</td>
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<td>If N,Resolution: Approved _______ Disapproved _______</td>
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<td>Resolved by _______ Date _______</td>
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<td>LPA Signatures Required?</td>
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<tr>
<td>FHWA Signatures Required?</td>
<td>Y / N If Y, Date to FHWA _______ Date Returned _______</td>
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* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _______ Date _______ 
Comments: ____________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.

General or Standard Change Order Explanation

Contract includes installation of new Pedestrian Hybrid Beacons at LaSalle Trail. The proposed location of the beacons are at the same locations of existing solar powered Pedestrian Signals. A removal pay item for existing signals was not included in the contract. The Lump Sum price of $3300.87 is for removing both existing signals and foundations and transporting the signals to the St. Joseph County Parks facilities. Two service points are required on this contract for the Pedestrian Beacons at Laurel Rd. and at LaSalle Trail. Sheet 23 of plans include note that 3 inch conduit is required to be installed from the new signals to the poles with the service points. A pay item for 3 inch conduit was not included in the contract therefore this change order includes this item. Sheets 7 and 8 of attached CO request details the required conduit installation. Sheets 7 and 8 are images of sheet 23 from plans.

Change Order Explanation for Specific Line Item

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

Contractor: Selge Construction Co., Inc.

Date: 8/31/2022

Signed By:

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.
Contract No: R-37502  
Change Order No: 001  

INDIANA  
Department of Transportation  

Date: 08/30/2022  
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)  
Commissioner, St. Joseph County  
(DATE)

(SIGNATURE)  
Commissioner, St. Joseph County  
(DATE)

SUBMITTED FOR CONSIDERATION

PE/S

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

<table>
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<tr>
<th>Approval Level</th>
<th>Name of Approver</th>
<th>Date</th>
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<tr>
<td>Project Engineer/Supervisor</td>
<td>Ludwig, Jack</td>
<td>00/00/0000</td>
<td>Action Pending</td>
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</table>
August 8, 2022

Lochmuller Group
Attn: Mr. Jack Ludwig, Construction PM II
112 W Jefferson Blvd, Suite 500
South Bend, IN 46601

RE: INDOT Contract R-37502-A
   Auten Road Trail: Laurel to SR 933
   Change Order Request No. 2
   Signals/Foundations Remove

Jack,

Per your request, please find the attached Change Order Request Form No. 2 for removing existing solar powered pedestrian signals and foundations. The cost includes the delivery of the posts and signal equipment to St. Joseph Co. Parks.

We ask that you please review this change order at your earliest convenience. If you have any questions, please let me know. If none exist, please prepare a change order to cover this work.

Respectfully,

Robert P. Kuhns, P.E.
Project Engineer
<table>
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<th>Description</th>
<th>Hours</th>
<th>Rate</th>
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<td>On-Highway Rear Dump</td>
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August 8, 2022

Lochmueller Group
Attn: Mr. Jack Ludwig, Construction PM II
112 W Jefferson Blvd, Suite 500
South Bend, IN 46601

RE: INDOT Contract R-37502-A
    Auten Road Trail: Laurel to SR 933
    Change Order Request No. 1
    3" PVC Conduit

Jack,

Per your request, please find the attached Change Order Request Form No. 1 for installing electrical conduit from the new pedestrian signals to AEP power poles.

We ask that you please review this change order at your earliest convenience. If you have any questions, please let me know. If none exist, please prepare a change order to cover this work.

Respectfully,

Robert P. Kuhns, P.E.
Project Engineer
CHANGE ORDER REQUEST FORM

CONTRACT NO. R-37502-A

DATE OF SUBMISSION 8/08/2022

PROJECT DESCRIPTION
(route / intersection / bridge no(s))
Bike and Pedestrian Facilities along Auten Road from Laurel to SR 933

CHANGE ORDER REQUEST SUMMARY
DESCRIPTION
Install 3" PVC conduit from new pedestrian signals to AEP power poles.

PROPOSED SOLUTION SUMMARY
Submit associated costs for installation of conduits to new signals.

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

ONSET DATE OF CHANGE 8/08/2022

PROPOSED COST AND TIME ADJUSTMENT

COST $ 7,344.48

COST INCREASE / (DECREASE):

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

CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF COST CHANGE:

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

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

TIME ADJUSTMENT INCREASE / (DECREASE): (work days)

CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF TIME CHANGE:

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

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

SUPPLEMENTAL INFORMATION
Additional information may be entered by the contractor.

CHANGE ORDER ORIGINATION:
☐ INDOT / LPA ☑ Contractor

DOCUMENTS AFFECTED:

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

☐ Contract Plans (ref. doc name/no.)

CHANGE ORDER AFFECTS DBE PARTICIPATION:
☐ yes ☐ no (if yes, attach details) Increases DBE Participation
UPON WRITTEN REQUEST FROM THE ENGINEER, PROVIDE ADDITIONAL DETAIL

DATE RECEIVED REQUEST FOR ADDITIONAL DETAIL | SUBMITTAL DATE OF ADDITIONAL DETAIL

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

Contract documents at time of letting did not provide an item for connecting the new pedestrian signals to the electrical power. The electric signals are replacing the old solar power pedestrian signals. Conduit needs to run in two locations from the proposed signals to the nearest available power pole in order to connect power.

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

Supply a price per linear foot to install 3" PVC conduit from new signal foundations to AEP power poles.

SIGNATURES

Contractor:
Name: (print) Robert P. Kuhns, P.E.
(signature)  
Date: 8/08/2022

Project Engineer/Supervisor: (signature is to acknowledge receipt of the document and does not signify agreement of the change order)
Name: (print)  
(signature)  
Date: 8/15/22

NOTE: The Contractor and PE/S should retain a signed copy of this document for record.
ATTACHMENT: UNIT PRICE ITEMS DETAIL

Attach or paste a unit price item detail.

Install 3" PVC Sch 40 Electric Conduit: 300 LF x $22.88/LF x 1.07 = $7,344.48
### Labor

<table>
<thead>
<tr>
<th>Description</th>
<th>Hours</th>
<th>Rate</th>
<th>Burden</th>
<th>Total</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Foreman</td>
<td>6</td>
<td>$59.07</td>
<td>$34.91</td>
<td>$93.98</td>
<td>$563.88</td>
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<tr>
<td>Foreman</td>
<td>6</td>
<td>$51.98</td>
<td>$31.60</td>
<td>$83.58</td>
<td>$476.34</td>
</tr>
<tr>
<td>Lineman</td>
<td>6</td>
<td>$49.13</td>
<td>$30.26</td>
<td>$79.39</td>
<td>$476.34</td>
</tr>
<tr>
<td>Equipment Operator</td>
<td>6</td>
<td>$49.13</td>
<td>$30.26</td>
<td>$79.39</td>
<td>$476.34</td>
</tr>
<tr>
<td>Groundman Equip.Operator</td>
<td>6</td>
<td>$47.56</td>
<td>$29.53</td>
<td>$77.09</td>
<td>$476.34</td>
</tr>
<tr>
<td>Senior Groundman Truck Driver</td>
<td>6</td>
<td>$33.99</td>
<td>$23.18</td>
<td>$57.17</td>
<td>$343.02</td>
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<tr>
<td>Groundman</td>
<td>6</td>
<td>$28.27</td>
<td>$20.51</td>
<td>$48.78</td>
<td>$476.34</td>
</tr>
</tbody>
</table>

Labor Total: $1,859.58

### Equipment

<table>
<thead>
<tr>
<th>Description</th>
<th>Hours</th>
<th>Rate</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-Highway Light Duty Truck</td>
<td>6</td>
<td>$33.26</td>
<td>$199.56</td>
</tr>
<tr>
<td>On-Highway Flatbed Truck</td>
<td></td>
<td>$53.14</td>
<td>$40.00</td>
</tr>
<tr>
<td>On-Highway Rear Dump</td>
<td>6</td>
<td>$63.60</td>
<td>$381.60</td>
</tr>
<tr>
<td>Wheel Mtd. Hyd. Excavator</td>
<td>6</td>
<td>$150.03</td>
<td>$954.18</td>
</tr>
<tr>
<td>Truck w/ Articulating Lift</td>
<td>6</td>
<td>$65.69</td>
<td>$394.14</td>
</tr>
<tr>
<td>Truck w/ Telescopic Lift</td>
<td>6</td>
<td>$62.31</td>
<td>$373.86</td>
</tr>
<tr>
<td>Trailer</td>
<td>6</td>
<td>$33.92</td>
<td>$203.52</td>
</tr>
<tr>
<td>Skid Steer Loader</td>
<td></td>
<td>$66.55</td>
<td>$0.00</td>
</tr>
<tr>
<td>Generator</td>
<td></td>
<td>$6.48</td>
<td>$0.00</td>
</tr>
<tr>
<td>Cut-off Saw</td>
<td></td>
<td>$2.82</td>
<td>$0.00</td>
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<tr>
<td>Conduit Borer</td>
<td></td>
<td>$7.81</td>
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<tr>
<td>Air Compressor</td>
<td></td>
<td>$31.77</td>
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</tr>
<tr>
<td>Walk-Behind Saw</td>
<td></td>
<td>$35.85</td>
<td>$0.00</td>
</tr>
<tr>
<td>Crack Filler (Loop)</td>
<td></td>
<td>$7.31</td>
<td>$0.00</td>
</tr>
<tr>
<td>Directional Boring Machine</td>
<td></td>
<td>$165.26</td>
<td>$0.00</td>
</tr>
<tr>
<td>Boring Truck</td>
<td></td>
<td>$63.60</td>
<td>$0.00</td>
</tr>
<tr>
<td>INNO 1ZR fusion splice kit</td>
<td></td>
<td>$10.22</td>
<td>$0.00</td>
</tr>
<tr>
<td>EXFO Fiber inspection pro</td>
<td></td>
<td>$8.04</td>
<td>$0.00</td>
</tr>
<tr>
<td>EXFO 720C</td>
<td></td>
<td>$5.78</td>
<td>$0.00</td>
</tr>
<tr>
<td>INTECH 8x12 TA2</td>
<td></td>
<td>$15.28</td>
<td>$0.00</td>
</tr>
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</table>

Equipment Total: $2,133.00

### Material

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Cost</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 3&quot; pvc sch 40</td>
<td>300</td>
<td>$8.02</td>
<td>$1,806.00</td>
</tr>
<tr>
<td>2 3&quot; PVC 90 Deg</td>
<td>4</td>
<td>$49.00</td>
<td>$196.00</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td>$0.00</td>
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<tr>
<td>4</td>
<td></td>
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<tr>
<td>5</td>
<td></td>
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<td>$0.00</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Material Total: $2,002.00

### Total Costs

- **Labor Subtotal**: $1,859.58
- **Equipment Subtotal**: $2,133.00
- **Material Subtotal**: $2,002.00

**Sub Total**: $6,094.58

**Sub Total + mark-up**: $7,371.92

**Total**: $6,862.70

**The total cost**: $6,862.70 + 2%

**%22.5% CPR**
Customer Quote For: HAWK ENTERPRISES

ALL PHASE - MERRILLVILLE

Contact Name: KEVIN KOLASINSKI

8620 MISSISSIPPI ST.
MERRILLVILLE IN 46410
Tel: (219) 736-9095 Fax: (219) 736-9095

Quote Date: 08/01/22
Updated On: 06/03/22
Expires On: 08/31/22

Customer PO #:
Customer PO Date:
FOB: SHIPPING POINT
Freight: PREPAID

<table>
<thead>
<tr>
<th>LN</th>
<th>Product</th>
<th>Qty</th>
<th>Price</th>
<th>Per*</th>
<th>Ext Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>PVC COUPLING CONDUIT</td>
<td>360</td>
<td>$601.89</td>
<td>C</td>
<td>$1,066.67</td>
</tr>
<tr>
<td>02</td>
<td>PVC ELBOW 3-IN-36 90 Deg Elbow</td>
<td>4</td>
<td>$4,889.00</td>
<td>C</td>
<td>$195.52</td>
</tr>
</tbody>
</table>

SPECIAL RADIUS TYPE; PVC MATERIAL; OD SCHEDULE; UL 651, ETL APPROVAL; 3 INCH TRADE SIZE; 90 DEG BEND ANGLE; PLAIN END STYLE; 36 INCH BEND RADIUS

<table>
<thead>
<tr>
<th>LN</th>
<th>Product</th>
<th>Qty</th>
<th>Price</th>
<th>Per*</th>
<th>Ext Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>04</td>
<td>IN OUR STOCK.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Merchandise: $2,209.19
Total: $2,209.19

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.

* Per E = Each, C = Hundred, M = Thousand

Terms and Conditions
AEP to install OH transformer on pole J138-344 located 200' west on Asten. Let contractor to install (3") conduit from pole to signal.
### Item Selected: 805-06500
### Item Desc: Conduit Pvc 3 in
### Contract No: 37502
### New Item in Contract

#### Contract: R 37502
#### # of Des: 1
#### Awarded: 11/29/2021
#### Work Type: Roadside Work
#### Award #: $830,456.24
#### Prime Contractor: Selge Construction Co Inc

#### N = 3

<table>
<thead>
<tr>
<th></th>
<th>Min</th>
<th>Median</th>
<th>Mean Average</th>
<th>Max</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$10.85</td>
<td>$11.53</td>
<td>$33.49</td>
<td>$55.00</td>
</tr>
</tbody>
</table>

#### filtered Data

<table>
<thead>
<tr>
<th>Enter Range</th>
<th>Min Quantity</th>
<th>Max Quantity</th>
<th>Min Award</th>
<th>Max Award</th>
<th>From Year</th>
<th>Until Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>36</td>
<td>140</td>
<td>$1,565,972</td>
<td>$9,861,330</td>
<td>2020</td>
<td>2020</td>
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</table>

#### (%2) Enter Range

<table>
<thead>
<tr>
<th>N: 3</th>
<th>Min: $10.85</th>
<th>Max: $55.00</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Straight Av.: $25.79</td>
<td>Weighted Av.: $25.87</td>
</tr>
<tr>
<td></td>
<td>Median: $11.53</td>
<td>Std Dev.: $25.30</td>
</tr>
</tbody>
</table>

#### 3) Optional: % of Price Range to be Incl (Default 50%)

<table>
<thead>
<tr>
<th>from</th>
<th>to</th>
</tr>
</thead>
<tbody>
<tr>
<td>$21.57</td>
<td>$45.42</td>
</tr>
<tr>
<td>($29.35)</td>
<td>($96.33)</td>
</tr>
</tbody>
</table>

#### Unusable Data

### Unit (Must show one only)

| LFT | B | R |

### Optional: Pre

#### Optional: Letting Year

| 2020 | 2019 | 2018 | 2017 |

### Optional: Dist

| E | L |

### Advanced: Forecasting and Predicting the Price of Specific Quantity (using Same Selected Ranges, without slicers or manual filters)

1) Click On:

4) Enter quantity: 1000 (6 ≤ q < 140)

5) Enter Range: 50%

6) Resize Chart

<table>
<thead>
<tr>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>$299.20</td>
</tr>
<tr>
<td>$18.05</td>
</tr>
<tr>
<td>$263.10</td>
</tr>
</tbody>
</table>

Total Amount: $18,050.00

### Optional: Enter Graph Limit to plot the data for quantity:

- 25% Below, or Above, or
- 750
- 25% Above, or
- 1250

### Comments:

Name: 
Date: 
January 17, 2023

Board of Commissioners
County of St. Joseph
Room 722, County-City Building
South Bend, Indiana 46601

Subject: **APPROVAL OF CONSTRUCTION ENGINEERING SERVICES AGREEMENT FOR DES No. 0902286 – MCKINELY HIGHWAY ADDED TRAVEL LANES PROJECT – BIRCH RD TO ASH ROAD**

Dear Commissioners:

Attached is a copy of the agreement for your consideration. The agreement outlines the responsibilities of each party and establishes a not-to-exceed amount of $1,674,200.00 for the services rendered which include inspection, material testing, and project management.

These services are partially reimbursable through the Federal Aid program. Public Works has reviewed the fees and deem them reasonable for the scope of work. We recommend your approval.

Respectfully Submitted,

Sky K. Medors, P.E.
County Engineer

APPROVED THIS_____DAY OF JANUARY 2023
BOARD OF COMMISSIONERS OF
ST. JOSEPH COUNTY, INDIANA

Carl H. Baxmeyer, President

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

Derek D. Dieter, Member

SKM/mpm
Enclosure
LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of __________, 20___ ("Effective Date") by and between St. Joseph County Board of Commissioners, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and Lawson-Fisher Associates P.C. ("the CONSULTANT"), a corporation/limited liability company organized under the laws of the State of Indiana.

Des. No.: 0902286

Project Description: McKinley Highway Added Travel Lanes Project – Birch Road to Ash Road

REQUITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be October 31, 2024. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed $1,674,200.00.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.
SECTION VI  GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors.**
   
   A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA’s prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

   B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise ("DBE") SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT’s Economic Opportunity Division Director.

3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities.**
   
   A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

   i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of
any federal contracts, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

6. Changes in Work. The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. Compliance with Laws.

A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.

B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:

i. State of Indiana Actions. The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.

ii. Professional Licensing Standards. The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.
iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.

iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.

vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT’s SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA’s request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.

C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT’S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:

i. terminate this Contract; or

ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.

D. *Disputes.* If a dispute exists as to the CONSULTANT’s liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

8. *Condition of Payment.* The CONSULTANT must perform all Services under this Contract to the LPA’s reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA’s reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, “deficiencies”) until all deficiencies are remedied in a timely manner.
9. **Confidentiality of LPA Information.**

A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA’s prior written consent.

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

10. **Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT shall notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. **DBE Requirements.**

A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT’s Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged
Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT’s Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. **Non-Discrimination.**

A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least $50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT’s Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.

D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT’s Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).

E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT’s Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)

F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lesors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lesors or material suppliers, who participate in construction, right-of-way clearance and related projects.
G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT’s assurances and guidelines.

H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:

   a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or

   b) cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.
The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.


A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.

B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys’ fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.

C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.


A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT’s workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.

B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:

   i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;

   ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT’s policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;

v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and

vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i through 14.B.v. above.

15. Employment Eligibility Verification. The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

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

16. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.
17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.

18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA’s repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.

19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney’s fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a “contractor” within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.

20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers’ compensation insurance for its employees.

21. **Insurance - Liability for Damages.**

   **A.** The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT’S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.

   **B.** During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.

   **C.** The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA’s losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.
D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA’s acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.

E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.

F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification Work Types 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than $250,000.00 professional liability insurance per claim and $250,000.00 aggregate for all claims for negligent performance. For Work Types 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than $1,000,000.00 per claim and $1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification Work Types 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANT shall carry $1,000,000.00 per occurrence, $2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.

2. The policy shall provide thirty (30) days notice of cancellation to LPA.

3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT’s business, for an amount not less than $1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term “automobile” shall include private passenger autos, trucks, and similar type vehicles.
licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT’s Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of $1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.

2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
   a. United States Longshoremen & Harbor workers
   b. Maritime Coverage - Jones Act

3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT’s Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of $5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.

2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. Merger and Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contact. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

23. Notice to Parties: Any notice, request, consent or communication (collectively a “Notice”) under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:
Notices to the LPA shall be sent to:

St. Joseph County Engineering Department  
ATTENTION: Sky K. Medors, P.E., County Engineer  
County City-Building, Room 732  
227 West Jefferson Boulevard  
South Bend, Indiana 46601

Notices to the CONSULTANT shall be sent to:

Lawson-Fisher Associates P.C.  
ATTENTION: Paul Hummel, PE  
525 West Washington Avenue  
South Bend, Indiana 46601

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service’s cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT’s response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.

25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered “work for hire” and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials (“Work Product”) will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA’s prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT’s expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix “A” on other projects without the express written consent of the CONSULTANT or as provided in Appendix “A”. The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.

26. **Payments.** All payments shall be made in arrears and in conformance with the LPA’s fiscal policies and procedures.

27. **Penalties, Interest and Attorney’s Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney’s fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.
28. **Pollution Control Requirements.** If this Contract is for $100,000 or more, the CONSULTANT:

   i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;

   ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and

   iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.

29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:

31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.

32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.

33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.

34. **Termination for Convenience.**

   A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.

   B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.
35. **Termination for Default.**

A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if

(i) the CONSULTANT fails to:

1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;

2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;

3. Make progress so as to endanger performance of this Contract; or

4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or

(ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.

B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.

C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.
36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA’s review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT’s negligent performance of any of the Services furnished under this Contract.

37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix “A” or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.

38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.

39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

[Remainder of Page Intentionally Left Blank]
Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. 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 Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the foregoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT

Lawson-Fisher Associates P.C.

[Signature]

Paul A. Hummel, PE
President / Construction Director
(Print or type name and title)

LOCAL PUBLIC AGENCY
St. Joseph County
Board of Commissioners

[Signature]

Carl H. Baxmeyer, President
(Print or type name and title)

[Signature]

Deborah A. Fleming, DMD, Vice-President
(Print or type name and title)

[Signature]

Derek D. Dieter, Member
(Print or type name and title)

Attest:

[Signature]

Piper C. Tittle, PE
Vice-President / Water Resources Director
(Print or type name and title)

Attest:

[Signature]

Michael J. Hamann, Auditor
(Print or type name and title)
APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

Services by CONSULTANT

A. Engineering Personnel

For the fulfillment of all services outlined in Section B below, the CONSULTANT will provide one (1) full time Resident Project Representative and additional inspectors, as required, based upon the Contractor's controlling activities as required for a period of time necessary to complete the construction project and final construction report.

The qualifications and experiences of personnel provided by the CONSULTANT are subject to approval by the Local Public Agency and the Indiana Department of Transportation and no personnel will be assigned to the project until Local Public Agency and Indiana Department of Transportation approval is obtained.

The full time Resident Project Representative will take directions from and report to the Indiana Department of Transportation's Area Engineer and LPA Project Coordinator on all matters concerning contract compliance and administration.

The full time Resident Project Representative will coordinate project activities with the Local Public Agency's Project Coordinator and Indiana Department of Transportation's Area Engineer.

B. Description of Services

1. Construction Schedule:
   
a. Review the construction schedule prepared by the Contractor for compliance with the Contract, and give to the Local Public Agency detailed documentation concerning its acceptability.
   
b. Review the Utility Relocations Schedules for conforming with the Contract and give the Local Public Agency documentation concerning their acceptability.

2. Conferences: Attend pre-construction conferences as directed by the Local Public Agency, arrange a schedule of progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job, and submit such scheduled prepared, to the Local Public Agency for notification to those who are expected to attend. Record for the Local Public Agency, as directed, minutes of such meetings. The CONSULTANT shall be available for conferences as requested by the Local Public Agency, State, and Federal Highway Administration to review working details of the project. The Local Public Agency, State and Federal Highway Administration may review and inspect the activities whenever desired during the life of the Agreement.
3. **Liaison:** Serve as the Local Public Agency's liaison with the contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in liaison capacity, the full time Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to ensure that all provisions therein are complied with. Any deviation observed shall be reported to the Local Public Agency and Indiana Department of Transportation by the full time Resident Project Representative.

4. **Cooperate** with the Local Public Agency in dealing with the various Federal, State and Local Agencies having jurisdiction over the project.

5. **Assist** the Local Public Agency and Indiana Department of Transportation in obtaining from the Contractor a list of his proposed suppliers and subcontractors.

6. **Assist** the Local Public Agency and Indiana Department of Transportation in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.

7. **Equipment** - Furnish all equipment necessary to sample and test materials in accordance with Indiana Department of Transportation's procedures.

8. **Samples** - Obtain field samples of materials delivered to the site as required by the State and deliver such samples to the appropriate Indiana Department of Transportation laboratory office.

9. **Shop Drawings:**
   a. Receive shop drawings and falsework drawings. Check for completeness and then forward to INDOT personnel for approval.
   b. Review approved shop and falsework drawings, specifications and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.
   c. Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and advise the Local Public Agency and Indiana Department of Transportation when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.
10. **Review of Work, Observation and Tests:**

   a. Conduct on-site observations for the Local Public Agency of the work in progress as a basis for determining that the project is proceeding in accordance with the Contract Documents.

   b. Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the Indiana Dept of Transportation Construction Manual, Testing Frequency Manual, and in accordance with current accepted practices.

   c. Accompany visiting inspectors, representing Local, State or Federal Agencies having jurisdiction over the project, and report details of such inspection to the Local Public Agency and Indiana Department of Transportation.

   d. Verify that required testing has been accomplished.

11. **Modification:** Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the Local Public Agency and Indiana Department of Transportation.

12. **Records:**

   a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders and additional drawings subsequent to the award of the Contract, progress reports and other project related documents.

   b. Keep a diary or log book, recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request, furnish copies of such a diary or log book to the Local Public Agency.

   c. Maintain for the Local Public Agency, a record of names, addresses and telephone numbers of all sub-contractors and major material suppliers.

   d. Maintain a set of drawings on which authorized changes are noted, and deliver to the Local Public Agency upon request, but in any event at the completion of the project.

   e. Prepare the Final Construction Record and Final Estimate as required by the Indiana Department of Transportation and the Local Public Agency.
13. **Reports:** Furnish to the Indiana Department of Transportation and the Local Public Agency at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.

14. **Progress Estimates:** Prepare progress estimates for periodic partial payments to the Contractor and deliver to the Local Public Agency and Indiana Department of Transportation for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete in place in accordance with the contract.

15. **Project Responsibility:** The Resident Project Representative will be responsible for the documentation of pay quantities and estimates, and the maintenance of appropriate records related to the construction of this project.

16. **Work Schedule and Suspension:** The consultant's crew may be required to regulate their work week to conform to the contractor's hours in accordance with the directions of the Indiana Department of Transportation's Area Engineer and LPA Project Coordinator. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the consultant may also be suspended without cost to the project.

17. **Contract Administration:** The CONSULTANT will administer the contract for construction of the project in accordance with Indiana Department of Transportation's procedures.

18. **Conflict of Interest:** The CONSULTANT acknowledges and agrees that the CONSULTANT, a firm associated with the CONSULTANT or an individual associated with the CONSULTANT cannot accept or perform any work (including but not limited to construction engineering, production staking, falsework drawings, shop drawings) for the contractor, material supplier of the contractor or for any of the contractor's subcontractors on this project. For purposes of this section a firm is associated with the CONSULTANT if the firm and CONSULTANT have a common director, common officer or a common owner. For purposes of this section an individual is associated with the CONSULTANT if the individual is an employee of the CONSULTANT or an employee of a firm associated with the CONSULTANT.

For purposes of this section the following definitions shall be used:

**Director** - Any member of the board of directors of a corporation.

**Officer** - The president, secretary, treasurer, or such other officers as may be prescribed by the corporation's bylaws.

**Owner** - A sole proprietor, any partner in a partnership, or any shareholder of a corporation.
APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

(TO BE DETERMINED-MAY INCLUDE THE FOLLOWING)

1. Local Public Agency shall designate an employee as Project Coordinator to coordinate activities between CONSULTANT, INDOT, and the Local Public Agency.

2. Assist the CONSULTANT by placing, at his disposal, all available information pertinent to the project.

3. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.

4. Standard Specifications and standard drawings applicable to the project

5. Plans of existing bridge within the project limits

6. All written views pertinent to the location and environmental studies that are received by INDOT


8. Necessary permit forms and permit processing (US Army Corps of Engineers, US Coast Guard, and/or Indiana Department of Natural Resources)

9. Available data from the transportation planning process

10. Utility plans available to INDOT covering utility facilities govern the location of signals and underground conduits throughout the affected areas

11. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract

12. Aerial Survey information

13. Existing water quality data

14. Laboratory tests for pavement investigation

15. Pavement design analysis

16. Geotechnical investigation, if applicable
APPENDIX "C"

SCHEDULE:

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

The CONSULTANT will be prepared to begin the work under this Agreement within five (5) days after a letter of notification to proceed is received from the Local Public Agency. The CONSULTANT shall complete and deliver the Final Construction Record and final estimate to the Fort Wayne District Office of INDOT within 45 days of the contractor's last day of work. The estimated contract completion date is June 30, 2024.
APPENDIX "D"

Compensation:

A. Amount of Payment:

1. The CONSULTANT shall receive as payment for the work performed under this contract the total amount not to exceed $1,674,200 unless a supplemental is executed by the parties that increased the maximum amount payable. The final total not-to-exceed amount shall not exceed 12.5% of the actual project construction cost once let and finalized.

2. The CONSULTANT will be paid for the actual hours of work performed exclusively on this Contract in accordance with the negotiated hourly billing rates per classification:

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<th>Labor Classification</th>
<th>* 2023</th>
<th>**2024</th>
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<td>Safety Coordinator/Senior Safety Coordinator</td>
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3. For those services performed by the CONSULTANT, the CONSULTANT will be reimbursed the direct non-salary costs (the actual costs of such out-of-pocket expenses directly attributable to the Contract such as fares, mileage, long distance calls, equipment rentals, reproduction, etc.) as approved by INDOT. The direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current State of Indiana policy on travel reimbursement.

4. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such claim voucher shall be subject to approval as reasonable by the Local Public Agency prior to any reimbursement thereof.

5. It is the policy of the Indiana Department of Transportation that Project Representative and/or Inspectors be on the construction site whenever the Contractor is engaged in any activity requiring inspection or testing concurrent with the construction activity. In order for the contractor to comply with the Contract Plans and Specifications and complete the work within the time required, it is often necessary for the Contractor to work more than an 8-hour day and more than a 5-day week. This in turn may require the Resident Project Representative and Inspectors to work over 40 hours per week.
The CONSULTANT shall not bill for overtime for any individual until 40 hours have been worked on the Contract for the week by that individual. Holidays hours not worked on the Contract do not apply to the 40 hour week total.

6. The actual amount payable shall be determined in accordance with a final audit by INDOT’s Division of Cost Accounting and Audits.

B. Method of Payment

1. The CONSULTANT may submit a maximum of one claim voucher per calendar month of work covered under this contract. The claim vouchers shall be submitted to:

   Mr. Sky K. Medors, P.E.,
   County Engineer
   St. Joseph County Engineering Department
   County-City Building, Room 732
   227 West Jefferson Boulevard
   South Bend, Indiana 46601

2. The Claim vouchers shall represent the value to the Local Public Agency of the partially completed work as of the date of the claim voucher. When submitting a claim voucher, the CONSULTANT shall furnish a copy of records showing the individuals who worked on this Contract during the month, their classification, the number of hours worked since the last claim voucher was submitted and the hourly rate.

3. If the LPA does not agree with the amount claimed by the CONSULTANT on a claim voucher, the LPA will send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT’s address as listed in Section VI, General Provisions, Item 23, Notice to Parties, of this Contract or the CONSULTANT’S last known address.

4. If, prior to the satisfactory completion of the services under this contract, the total of the direct and indirect costs incurred by the CONSULTANT is within ten percent (10%) of the maximum amount payable, the CONSULTANT shall notify INDOT and the LPA and the status will be evaluated.
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<th>Work Item</th>
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<th>Project Inspector (DIL)</th>
<th>Project Inspector (DIL) GT</th>
<th>LFA Project Supervisor/Project Engineer (躁発性水)</th>
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<th>LFA Inspector GT</th>
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<th>DIL Material Abatement</th>
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## NEGOTIATED HOURLY RATES

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<th>2022 AVERAGE HOURLY LABOR RATE + OH</th>
<th>2022 AVERAGE HOURLY LABOR RATE x PROFIT @ 15.00%</th>
<th>* 2022 AVERAGE HOURLY LABOR RATE TIMES FACILITIES CAPITAL COST OF MONEY @ 0.26%</th>
<th>PROPOSED ** 2022 HOURLY BILLING RATE</th>
<th>PROPOSED ** 2022 OVERTIME BILLING RATE</th>
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<td>$78.26</td>
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</table>

* Latest INDOT Approved Overhead Rate & FCCM Rate (for 2021) Received May 23, 2022
**Lawson-Fisher Associates P.C.**  
525 West Washington Avenue, Suite 200  
South Bend, IN 46601  
Office (574) 234-3167  
Fax (574) 238-1330

<table>
<thead>
<tr>
<th>Individual</th>
<th>Classification</th>
<th>Hourly Rate</th>
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<td>Project Engineer (Licensed Prof. Engineer)</td>
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<td>VanHulle, Christopher M.</td>
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<td>Dietz, Donald R.</td>
<td>Project Engineer (Non-Licensed)/Project Supervisor, Senior</td>
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<td>Biggs, Peggy S.</td>
<td>Project Engineer (Non-Licensed)/Project Supervisor, Senior</td>
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<td>Vravis, Carter P.</td>
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<td>Kilbase, Randall H.</td>
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<td>Frankiewicz, Melissa A.</td>
<td>Project Information I</td>
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</tbody>
</table>

I, Paul A. Hummel, certify that the above information is true and accurate

Paul A. Hummel, P.E., President

Date: October 20, 2022
External Audit  http://www.in.gov/indot/2846.htm
Division of Economics, External Audit, and Performance Metrics

May 23, 2022

                 For Fiscal Year Ending: December 31, 2021

Paul Hummel, President
Lawson-Fisher Associates P.C.
525 West Washington Ave.
South Bend, IN  46601

Dear Mr. Hummel:

External Audit has reviewed the Financial Prequalification submittal by Lawson-Fisher Associates P.C. for the fiscal year ending December 31, 2021. This notice is to report the results of the financial review. For further information regarding the overall Prequalification status of your firm, including technical requirements, please contact the Prequalification Section directly.

We reviewed an Indirect Cost Schedule and associated required documents for Financial Prequalification submitted for the CPA Audited Level as application #49431.

Per the Dannible & McKee LLP report, the Indirect Cost Schedule was audited in accordance with generally accepted government auditing standards issued by the Comptroller General of the United States and 48 CFR Part 31, with an audited indirect cost rate of 170.90%, facilities capital cost of money rate of 0.26% and expressed the opinion that these rates present fairly, in all material respects, the direct labor, fringe benefits, and general overhead of Lawson-Fisher Associates P.C. for the period ending December 31, 2021.

Indiana Department of Transportation (INDOT) accepts the use of these rates for invoicing of services provided during the firm’s fiscal period covered by this report, for contracts with or administered through the agency. Acceptance of these rates for this use does not constitute “establishment of a rate by a cognizant agency” for the purpose of applying the regulations published in Title 23 CFR Sect. 172.7. INDOT also accepts the use of these rates as provisional rates for estimating, negotiating and billing current contracts with or administered through the agency. This provisional rate acceptance expires June 30, 2023. Costs billed to contracts with federal participation are subject to audit for compliance with the cost principles contained in 48 CFR Part 31. With the financial prequalification accepted at the CPA Audited Level, this firm is not restricted to total annual billings of less than $2,500,000.00 for a contract or contracts with or administered through INDOT.

Total wages and salaries (not including bonuses, profit share, company retirement contributions, or other unallowable forms of indirect compensation) were submitted as $2,257,624 Direct and $2,219,027 Indirect, for a total of $4,476,651.

The audited financial submission for this firm documents the separation of direct and unallowable indirect vehicle operating cost, from allowable indirect vehicle operating costs. This firm may bill and be reimbursed for direct miles billed for contracted services in accordance with State statute and policy.

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Indiana Department of Transportation
100 North Senate Avenue
Room N749
Indianapolis, Indiana 46204

Eric Holcomb, Governor
Michael Smith, Commissioner

www.in.gov/dot/
Issues concerning the financial data submitted to the Agency and the allowable indirect cost rates accepted by External Audit are subject to the following procedures. All CPA workpapers used as the basis to establish an audited overhead rate must be made available to INDOT for review at a location of mutual agreement, as determined by INDOT and the consultant firm. The consultant firm named above is solely responsible for all costs billed by the firm's Independent CPA related to the review of the auditor's work papers by the agency. INDOT and American Council of Engineering Companies agreed to the implementation of a Dispute Resolution Procedure effective January 1, 2008. Firms wishing to dispute the indirect cost rates allowed by the agency may request a meeting with Natalya Clark, Manager of External Audit, (NCl@rINDOT.IN.GOV).

This letter is for internal use only and shall not be used for any other purpose. Occasionally, INDOT receives requests from other state transportation agencies to share the financial data for firms providing financial prequalification submissions to our agency, and we may respond to those requests. Firms offering "engineering and design services", as defined under 23 USC 112(b) (2) (A), who have submitted financial data for Prequalification with INDOT will receive a notification from External Audit summarizing any such data provided and identifying the agency and contact person receiving the information.

If you have any questions or concerns regarding your financial submission or the allowable indirect cost rate for your firm, you may contact External Audit directly.

Sincerely,

Monte R. Moorhead
Monte R. Moorhead, External Auditor
Phone: 317-232-0671
M Moorhead@indot.in.gov

cc: Terez E. Hein, Accounting Manager, Lawson-Fisher Associates P.C.
Natalya Clark, Manager of External Audit, INDOT
Crystal Weaver, Prequalification Engineer, INDOT
John Leming, Consultant Prequalification Analyst, INDOT
Agatha Wagoner, Prequalification Specialist, INDOT
May 24, 2022

Prequalification Section
(317) 232-509

Paul Hummel
Lawson-Fisher Associates P.C.
525 West Washington Avenue
South Bend, IN 46601

Re: Consultant Prequalification

Dear Paul Hummel:

The Consultant Prequalification Financial Update Application submitted on 4/28/2022 has been reviewed by this office. Your firm has been prequalified to provide consulting services to the Indiana Department of Transportation (INDOT) in the work groups listed on the attached Work Type Certification, effective 05/24/2022. This approval supersedes any previous approval for prequalification, but is subject to revision or modification in accordance with the most current edition of the INDOT Consultant Prequalification Manual. Your Financial approval will expire on 06/30/2023. Your General/Technical approval will expire on 11/30/2023.

Your Firm's annual contracting capacity for the CPA Audit Level is $8,953,702.00 for the fiscal period that ended on 12/31/2021. Your firm was approved for this financial level as notified separately by the External Audit Section. The requested and approved financial level determines the firm's service limitations as stated in the INDOT Consultant Prequalification Manual. Consultant firms must submit their annual financial application within 180 calendar days of the end of each fiscal year.

You are required to submit a modification application in the event of any changes in firm ownership, firm address, form of business entity under which the firm operates, manpower significant enough to affect the firm's qualifications or capacity (or operations of laboratories, facilities, etc.), financial status (such as filing for bankruptcy), or any other change which affects an element INDOT considers when prequalifying a consultant. The Consultant must notify INDOT within 15 days of any change in the information provided in its Prequalification Application and to submit a modification application in a timely manner. Failure to submit a modification application within 15 days after the initial notification will result in the loss of the Consultant's Prequalification Status.

Please contact Mr. John Leming, Consultant Prequalification Research Analyst at 317-234-4917 if you have any questions on this matter.

Respectfully,

[Signature]

John A. Leming
Prequalification Research Analyst

cc: Prequalification File
External Audit

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# Prequalified Work Type Certification

Issued By

Indiana Department of Transportation

Date Printed: 05/24/2022

---

**Lawson-Fisher Associates P.C.**

**Valid Work Groups**

**Effective:** 05/24/2022  
**Expires on:** 11/30/2023

<table>
<thead>
<tr>
<th>Work Type Code</th>
<th>Work Type Description</th>
<th>Qualifying Person(s)</th>
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</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Non-Complex Traffic Capacity and Operations Analysis</td>
<td>Guzik, Michael J</td>
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<tr>
<td>3.2</td>
<td>Complex Traffic Capacity and Operations Analysis</td>
<td>Guzik, Michael J</td>
</tr>
<tr>
<td>4.1</td>
<td>Traffic Safety Analysis</td>
<td>Guzik, Michael J</td>
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<tr>
<td>5.1</td>
<td>Environmental Document Preparation - EA/EIS</td>
<td>Jeter, Christopher J</td>
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<tr>
<td>5.2</td>
<td>Environmental Document Preparation - CE</td>
<td>Jeter, Christopher J</td>
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<tr>
<td>5.3</td>
<td>Environmental Document Preparation - Section 4(f)</td>
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<td>6.1</td>
<td>Topographic Survey Data Collection</td>
<td>Blank, Aaron W</td>
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<td></td>
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<td>Turay, Shane S</td>
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<td>8.1</td>
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<td>8.2</td>
<td>Complex Roadway Design</td>
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<td>Hummel, Paul A</td>
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<td>Roundabout Design</td>
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<tr>
<td>9.1</td>
<td>Level 1 Bridge Design</td>
<td>Foster, Mark H Khan, Easa</td>
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<td>9.2</td>
<td>Level 2 Bridge Design</td>
<td>Foster, Mark H Khan, Easa</td>
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<tr>
<td>10.1</td>
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<td>10.3</td>
<td>Complex Roadway Sign Design</td>
<td>Guzik, Michael J</td>
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<td>Lighting Design</td>
<td>Dunbar PE, Joseph D</td>
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<td>11.1</td>
<td>Right of Way Plan Development</td>
<td>Blank, Aaron W</td>
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<td>Hinkle, Rebecca L</td>
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<td>12.2</td>
<td>Title Research</td>
<td>Slack, Michelle M</td>
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<td>Construction Inspection</td>
<td>Dietz, Donald R</td>
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<td></td>
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<td>Riemke, Jon E</td>
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<tr>
<td>16.1</td>
<td>Utility Coordination</td>
<td>Delgado, Dan G</td>
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<tr>
<td>17.2</td>
<td>Small Structure and Pipe Hydraulic Design</td>
<td>Guzik, Michael J</td>
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<td>17.3</td>
<td>Storm Sewer and Detention Design</td>
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<td>17.4</td>
<td>Bridge Hydraulic Design</td>
<td>Budreau, Amanda R</td>
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<td></td>
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<td>Guzik, Michael J</td>
</tr>
</tbody>
</table>

cc: Prequalification File

John A. Leming
Prequalification Research Analyst

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Local Public Agency - Subconsultant Acknowledgment

RECITALS

WHEREAS, the undersigned subconsultant ("Subconsultant") desires to provide goods and/or services in connection with that certain consulting contract by and between __Lawson-Fisher Associates, P.C.__ and the __St. Joseph County__ Local Public Agency (LPA); DES number _0902286_, Project Description: _McKinley Highway Added Travel Lanes from Birch Road to Ash Road_ ("Contract"), and

WHEREAS, the LPA consents to the services of the Subconsultant according to the laws of the State of Indiana and the terms of this Subconsultant Acknowledgement (Acknowledgement),

THEREFORE, in consideration of the mutual covenants contained herein, the Subconsultant for itself and on behalf of its successors and assigns (if any) and the LPA agree as follows:

1. Without limiting any rights or remedies based in agency, law, equity or otherwise that the LPA may have with respect to the Subconsultant under the Contract, the Subconsultant specifically agrees that Paragraphs #17 (Governing Laws); #19 (Indemnification) and #21 (Insurance – Liability for Damages) of the Contract shall apply to Subconsultant as though Subconsultant had been a party to and duly executed the Contract.

2. The LPA and Subconsultant agree that execution of this Acknowledgement is an inducement for INDOT to permit Subconsultant to perform services under the Contract and the LPA is entitled to and does, in fact, rely upon the terms and conditions contained herein.

For Subconsultant:

__________________________
McCormick Engineering, LLC
Subconsultant Firm Name (Please Print)

__________________________
Name/Title:

__________________________
Date

For LPA:

__________________________
St. Joseph County

__________________________
Name/Title: Sky K. Medors, P.E.
County Engineer

__________________________
Date
## Standard Charges for Construction Inspection Services

### McKinley Highway Construction Observation Rates

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<td>Inspector</td>
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<td>Inspector - Overtime</td>
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<tr>
<td>Senior Inspector</td>
<td>$105.00</td>
<td>$111.00</td>
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<td>Senior Inspector - Overtime</td>
<td>$124.00</td>
<td>$131.00</td>
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<tr>
<td>Licensed Engineer</td>
<td>$140.00</td>
<td>$148.00</td>
</tr>
</tbody>
</table>

Licensed engineer shall under no condition be charged at reduced inspector rates. All classifications noted are subject to staff availability.
Tracy McCormick  
McCormick Engineering, LLC  
234 N. Ironwood Dr.  
South Bend, IN 46615  

Re: Consultant Prequalification

April 01, 2022

The Consultant Prequalification Financial Update Application submitted on 4/1/2022 has been reviewed by this office. Your firm has been prequalified to provide consulting services to the Indiana Department of Transportation (INDOT) in the work groups listed on the attached Work Type Certification, effective 4/1/2022. This approval supersedes any previous approval for prequalification, but is subject to revision or modification in accordance with the most current edition of the INDOT Consultant Prequalification Manual. Your Financial approval will expire on 06/30/2023. Your General/Technical approval will expire on 1/31/2023.

Your firm's annual contracting capacity for the Limited Services Level is $150,000.00 for the fiscal period that ended on 12/31/2021. Under the Limited Services Level, your firm is approved for lump sum or negotiated billing rate agreements.

Your firm's annual contracting capacity for the Unit Price Services Level is $378,970.00 for the fiscal period that ended on 12/31/2021. Unit Price payments are only allowed for certain work types.

You may submit a Financial Modification Application through PSCS to request one of the full financial levels; CPA Audit, Cognizant Audit, or Self-Certified. Full financial level submissions will be reviewed by INDOT's External Audit Section.

You are required to submit a modification application in the event of any changes in firm ownership, firm address, form of business entity under which the firm operates, manpower significant enough to affect the firm's qualifications or capacity (or operations of laboratories, facilities, etc.), financial status (such as filing for bankruptcy), or any other change which affects an element INDOT considers when prequalifying a consultant. The Consultant must notify INDOT within 15 days of any change in the information provided in its Prequalification Application and to submit a modification application in a timely manner. Failure to submit a modification application within 15 days after the initial notification will result in the loss of the Consultants Prequalification Status.

Please contact Mr. John Leming, Prequalification Research Analyst at 317-234-4917 if you have any questions.

Respectfully,

John A. Leming  
Prequalification Research Analyst

cc: Prequalification File
Prequalified Work Type Certification
Issued By
Indiana Department of Transportation

Date Printed: 04/01/2022

McCormick Engineering, LLC

Valid Work Groups

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<th>Effective:</th>
<th>Work Type Code</th>
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<td>Drainage Design for Driveway Permits</td>
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<td>McCormick, David L, McCormick, Tracy A</td>
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<td>Small Structure and Pipe Hydraulic Design</td>
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<td>17.3</td>
<td>Storm Sewer and Detention Design</td>
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<td>17.4</td>
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<td>McCormick, David L, McCormick, Tracy A</td>
</tr>
</tbody>
</table>

cc: Prequalification File

John A. Leming
Prequalification Research Analyst

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McCormick Engineering, LLC

as a certified DBE in the State of Indiana.

Date Issued: 01/26/2017

No Change Affidavit Due: 12/31/2022

E. Crawford

Reference the Indiana Department of Transportation's DBE Public Search at http://www.in.gov/2674.htm for the most current information regarding this certification.

Derrick Cason, Certification Manager
Economic Opportunity Division
11/02/2022

McCormick Engineering, LLC
234 North Ironwood Drive
South Bend IN 46615

Dear Tracy McCormick,

Subject: No Change Affidavit

This letter confirms receipt of your annual No Change Affidavit and supporting documentation. The Indiana Department of Transportation's Equity Initiative Services (EIS), in compliance with 49 CFR Parts 23 and 26, is pleased to inform you that your firm's information has been reviewed and approved.

Your firm's DBE/ACDBE Certification will remain valid for another year.

The DBE Directory, located at INDOT: Doing Business with INDOT: DBE Directory, will continue to list your contact information and will include the NAICS codes and description of services performed.

As a DBE/ACDBE, you have the responsibility to comply with all aspects of 49 CFR Parts 23 and 26, which include maintaining an accurate mailing address, phone number and email address with INDOT EIS and promptly following up on all inquiries.

If you have any questions, please feel free to contact us at EISinquiry@indot.in.gov at any time.

Sincerely,

[Signature]

Derrick Casson
DBE Program Administrator, Equity Initiative Services
Indiana Department of Transportation

cc: file

<table>
<thead>
<tr>
<th>NAICS/DBE Codes Assigned:</th>
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<tbody>
<tr>
<td>DBE Code</td>
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<tr>
<td>----------</td>
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<tr>
<td>0052.30E</td>
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</tbody>
</table>

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AFFIRMATIVE ACTION CERTIFICATION

I do hereby certify that my company intends to affirmatively seek out and consider Disadvantaged Business Enterprises (DBEs) certified in the State of Indiana to participate as part of this proposal. I acknowledge that this certifications to be made an integral part of this proposal. I understand and agree that the submission of a blank certification may cause the proposal to be rejected. I certify that I have consulted the following DBE website to confirm that the firms listed below are currently certified DBEs: https://financial.gmis.in.gov/pse/guest/EMPLOYEE/ERP/c/SOL_APPS_MWBE/SOL_DBF-CERT.GLD?

I certify that I have contacted the certified DBEs listed below, and if my company becomes the CONSULTANT, these DBEs have tentatively agreed to perform the services as indicated.

I understand that neither my company nor I will be penalized for DBE utilization that exceeds the goal. After contract award, any change to the firms listed in this Affirmative Action Certification to be applied toward the DBE goal must have prior approval by INDOT’s Economic Opportunity Division.

SUBCONSULTANTS

DBE SUBCONSULTANTS TO BE APPLIED TOWARD GOAL

<table>
<thead>
<tr>
<th>Certified DBE Name</th>
<th>Service Planned</th>
<th>Estimated Percentage to be Paid to DBE*</th>
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</thead>
<tbody>
<tr>
<td>McCormick Engineering, LLC</td>
<td>13.1</td>
<td>7%</td>
</tr>
</tbody>
</table>

DBE SUBCONSULTANTS TO BE USED BEYOND GOAL

<table>
<thead>
<tr>
<th>Certified DBE Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

Total Percentage Credited toward DBE Goal: 7 %

DBE Total Percentage of Voluntary DBE Work Anticipated over DBE Goal: %

Name of Company: Lawson-Fisher Associates P.C.

By: Paul A. Hummel, P.E., President/Senior Civil Engineer

Date: July 19, 2022

*It is understood that these individual firm percentages and dollar amounts are estimates only and that amounts paid may be greater or less as a result of negotiation of the contract scope of work. My firm will use good faith efforts to meet the overall DBE goal through the use of these or other certified and approved DBE firms.
Local Public Agency - Subconsultant Acknowledgment

RECITALS

WHEREAS, the undersigned subconsultant ("Subconsultant") desires to provide goods and/or services in connection with that certain consulting contract by and between _______ Lawson-Fisher Associates P.C. _______ and the _______ St. Joseph County _______ Local Public Agency (LPA); DES number _______ 0902286 _______; Project Description: _______ McKinley Highway Added Travel Lanes from Birch Road to Ash Road _______ ("Contract"), and

WHEREAS, the LPA consents to the services of the Subconsultant according to the laws of the State of Indiana and the terms of this Subconsultant Acknowledgement (Acknowledgement),

THEREFORE, in consideration of the mutual covenants contained herein, the Subconsultant for itself and on behalf of its successors and assigns (if any) and the LPA agree as follows:

1. Without limiting any rights or remedies based in agency, law, equity or otherwise that the LPA may have with respect to the Subconsultant under the Contract, the Subconsultant specifically agrees that Paragraphs #17 (Governing Laws); #19 (Indemnification) and #21 (Insurance – Liability for Damages) of the Contract shall apply to Subconsultant as though Subconsultant had been a party to and duly executed the Contract.

2. The LPA and Subconsultant agree that execution of this Acknowledgement is an inducement for INDOT to permit Subconsultant to perform services under the Contract and the LPA is entitled to and does, in fact, rely upon the terms and conditions contained herein.

For Subconsultant:

DLZ
Subconsultant Firm Name (Please Print)

Name/Title:

Date

For LPA:

St. Joseph County

Name/Title: Sky K. Medors, P.E.
County Engineer

Date
## NEGOTIATED HOURLY BILLING RATES
### DLZ - 2022 INDOT

<table>
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<tr>
<th>Activity Code</th>
<th>Classification</th>
<th>2022 Average Hourly Labor Rate</th>
<th>2022 Average Hourly Labor Rate Times Overhead @ 165.59%</th>
<th>2022 Average Hourly Labor Rate + OH</th>
<th>2022 Average Hourly Labor Rate x PROFIT @ 15.00%</th>
<th>2022 Average Hourly Labor Rate Times Cost of Money @ 0.58%</th>
<th>2022 Hourly Billing Rate thru 12/31/2022</th>
<th>2023 Hourly Billing Rate thru 12/31/2023 @ 6.00%</th>
<th>2024 Hourly Billing Rate thru 12/31/2024 @ 6.00%</th>
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July 05, 2022

Re: Consultant Prequalification

Dear Joseph Zwierzynski:

The Consultant Prequalification Financial Update Application submitted on 6/10/2022 has been reviewed by this office. Your firm has been prequalified to provide consulting services to the Indiana Department of Transportation (INDOT) in the work groups listed on the attached Work Type Certification, effective 07/05/2022. This approval supersedes any previous approval for prequalification, but is subject to revision or modification in accordance with the most current edition of the INDOT Consultant Prequalification Manual. Your Financial approval will expire on 06/30/2023. Your General/Technical approval will expire on 10/31/2023.

Your Firm’s annual contracting capacity for the Cognizant Audit Level is $120,808,272.00 for the fiscal period that ended on 12/31/2021. Your firm was approved for this financial level as notified separately by the External Audit Section. The requested and approved financial level determines the firm’s service limitations as stated in the INDOT Consultant Prequalification Manual. Consultant firms must submit their annual financial application within 180 calendar days of the end of each fiscal year.

You are required to submit a modification application in the event of any changes in firm ownership, firm address, form of business entity under which the firm operates, manpower significant enough to affect the firm’s qualifications or capacity (or operations of laboratories, facilities, etc.), financial status (such as filing for bankruptcy), or any other change which affects an element INDOT considers when prequalifying a consultant. The Consultant must notify INDOT within 15 days of any change in the information provided in its Prequalification Application and to submit a modification application in a timely manner. Failure to submit a modification application within 15 days after the initial notification will result in the loss of the Consultant’s Prequalification Status.

Please contact Mr. John Leming, Consultant Prequalification Research Analyst at 317-234-4917 if you have any questions on this matter.

Respectfully,

John A. Leming
Consultant Prequalification Research Analyst

cc: Prequalification File
External Audit

www.in.gov/dot/
## Prequalified Work Type Certification

**Issued By**

**Indiana Department of Transportation**

Date Printed: 07/05/2022

### DLZ Indiana, LLC

**Valid Work Groups**

**Effective:** 07/05/2022  
**Expires on:** 10/31/2023

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cc: Prequalification File

An Equal Opportunity Employer

John A. Leming
Prequalification Research Analyst
AFFIRMATIVE ACTION CERTIFICATION

I do hereby certify that my company intends to affirmatively seek out and consider Disadvantaged Business Enterprises (DBEs) certified in the State of Indiana to participate as part of this proposal. I acknowledge that this certifications to be made an integral part of this proposal. I understand and agree that the submission of a blank certification may cause the proposal to be rejected. I certify that I have consulted the following DBE website to confirm that the firms listed below are currently certified DBEs:
https://financial.gmis.in.gov/psc/guest/EMPLOYEE/FRP/c/SOL_APPS_MWBE_SOL_DBT-CERT/GLD?&
I certified that I have contacted the certified DBEs listed below, and if my company becomes the CONSULTANT, these DBEs have tentatively agreed to perform the services as indicated.
I understand that neither my company nor I will be penalized for DBE utilization that exceeds the goal. After contract award, any change to the firms listed in this Affirmative Action Certification to be applied toward the DBE goal must have prior approval by INDOT’s Economic Opportunity Division.

SUBCONSULTANTS

DBE SUBCONSULTANTS TO BE APPLIED TOWARD GOAL

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<th>Service Planned</th>
<th>Estimated Percentage to be Paid to DBE*</th>
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DBE SUBCONSULTANTS TO BE USED BEYOND GOAL

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Total Percentage Credited toward DBE Goal: 7 %

DBE Total Percentage of Voluntary DBE Work Anticipated over DBE Goal: %

Name of Company: Lawson-Fisher Associates P.C.
By: Paul A. Hummel, P.E., President/Senior Civil Engineer
Date: July 19, 2022

*It is understood that these individual firm percentages and dollar amounts are estimates only and that amounts paid may be greater or less as a result of negotiation of the contract scope of work. My firm will use good faith efforts to meet the overall DBE goal through the use of these or other certified and approved DBE firms.
**CERTIFICATE OF LIABILITY INSURANCE**

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

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

**PRODUCER**

Gibson Insurance Agency, Inc.
202 S Michigan St, Suite 1400
South Bend IN 46601

**CONTACT NAME:** Danielle Hunt
**PHONE** (800) 814-2122
**FAX** (800) 836-2122
**EMAIL** dhunt@thehigginsedge.com

**INSURED**

Lawson-Fisher Associates, PC
525 W Washington St
Suite 200
South Bend IN 46601

**INSURER(A):** Cincinnati Ins Co
**NAIC:** 10677

**INSURER B:**
**INSEUR C:**
**INSURER D:**
**INSURER E:**
**INSURER F:**

**CERTIFICATE NUMBER:** 11-1-22 Liability

**REVISION NUMBER:**

**COVERAGES**

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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161):** Additional Remarbs Schedule, may be attached if more space is required.

**CERTIFICATE HOLDER**

St. Joseph County Engineering
227 Jefferson Blvd., Room 732
South Bend IN 46601

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

© 1999-2015 ACORD CORPORATION. All rights reserved.
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Gibson Insurance Agency, Inc.
202 S Michigan St, Suite 1400
South Bend
IN 46615

CONTACT NAME:
Danielle Hunt

PHONE: (800) 814-2122
FAX: (800) 836-2122
EMAIL: dhunt@thehigibsonedge.com

INSURER(S) AFFORDING COVERAGE
NAIC #

INSURER A: Admiral Ins Co
24856

COVERAGES
CERTIFICATE NUMBER: 4-15-22/23 Professional
REVISION NUMBER:

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

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A Professional Liability
EC00002239810
04/15/2022
04/15/2023

Each Claim
$5,000,000
Aggregate
$5,000,000
Deductible
$50,000

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

CERTIFICATE HOLDER
St. Joseph County Engineering
County Engineer
227 West Jefferson, Room 732
South Bend
IN 46601

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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January 10, 2023

Board of Commissioners  
St. Joseph County, Indiana  
County-City Building, Room 732  
227 West Jefferson Boulevard  
South Bend, Indiana 46601

Subject:  
PROJECT COMPLETION AFFIDAVIT  
KLINE CREEK ESTATES SUBDIVISION

Dear Commissioners:

Larry Kline, the developer of the above referenced subdivision, has met the criteria and has completed this subdivision. Additionally, St. Joseph Department of Infrastructure, Planning and Growth inspected the subdivision, and a Completion Affidavit is enclosed for your signature and approval. This subdivision is Private, and the developer has sole responsibility for any future maintenance within the subdivision.

We recommend approval of the Project Completion Affidavit by your Board.

Respectfully submitted,

Sky K. Medors, P.E.  
County Engineer  
SKM/mdj

APPROVED THIS___, DAY OF______, 2023  
BOARD OF COMMISSIONERS OF THE  
COUNTY OF ST. JOSEPH, INDIANA

__________________________
CARL H. BAXMEYER - PRESIDENT

__________________________
DEBORAH A. FLEMING, D.M.D. – VICE PRESIDENT

__________________________
DEREK D. DIETER - MEMBER

Attachments

C:  File
PROJECT COMPLETION AFFIDAVIT

DESCRIPTION: Kline Creek Estates

Larry Kline hereby certifies to St. Joseph County, through its Board of Commissioners, that all work on the above referenced project, as set forth in the approved plat, drainage plan and construction drawings, has been completed in accordance with said approved plat, drainage plan and construction drawings.

Larry Kline states that Surety has expired with the St. Joseph County Board of Commissioners for the following work:

1. Subdivision Completed (Private) Amount: N/A
2. N/A Amount: N/A
3. N/A Amount: N/A

*Note*: Indicate “N/A” for “Not Applicable” on a line that does not apply.

The street(s) for which construction has/have been completed is/are:

<table>
<thead>
<tr>
<th>STREET</th>
<th>DESCRIPTION</th>
<th>LENGTH (LFT.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tina Marie Court</td>
<td>N/A</td>
<td>1,278.71 LFT.</td>
</tr>
</tbody>
</table>

The Road, Storm Sewers and Drainage Systems, (including Area “E” on the attached plat) within this Subdivision are private and shall NOT be maintained by St. Joseph County. St. Joseph County will be allowed access to Willow Creek through proper Easements as shown on the attached plat of this subdivision.

Larry Kline hereby request that the County conduct a final inspection of the project and accept the streets into the County Highway system and accepts these streets for operation and maintenance. It is further requested that the Surety as listed herein above be released.

(1) If drainage is the work area for which inspection is requested, list drainage under Street and the Subdivision and Section under DESCRIPTION.
WITNESSES

Subscribed and sworn to before me on this 5th day of January, 2023

Signature of Notary Public

KAREN A SCHNEIDER
Notary Public, State of Indiana
St. Joseph County
Commission # 684212
My Commission Expires
April 25, 2024

Resident of: ST JOSEPH COUNTY
My commission expires: April 25, 2024

(If the Contractor is a corporation, the following certificate will be executed)

I, ____________________________ certify that I am Secretary of the Corporation executing this release,
that ___________________________ who signed this release on behalf of the owner was then
______________________ of said Corporation that said release was duly signed for and on behalf of said Corporation
by Authority of its governing body, and is within the scope of corporation powers.

CORPORATE SEAL

SIGNATURE OF SECRETARY

ST. JOSEPH COUNTY DEPARTMENT OF PUBLIC WORKS APPROVAL
(To be completed by the County)

Date: ________________

This project is acceptable for final approval, and we recommend to the Board of Commissioners that it be ordained so.

SKY K. MEDORS, P.E. - County Engineer

APPROVED:

BOARD OF COMMISSIONERS

Carl H. Baxmeyer - President

Deborah A. Fleming, D.M.D. - Vice President

ATTEST:

Derek D. Dieter - Member

John H. Murphy - Auditor

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