



ST. JOSEPH COUNTY

ESTABLISHED 1830

BOARD OF COMMISSIONERS



MEMBERS

ANDREW T. KOSTIELNEY

District 1

DEREK D. DIETER

District 2

DEBORAH A. FLEMING, D.M.D.

District 3

AGENDA

Tuesday, January 11, 2022; 10:00 a.m. 7th Floor

[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:

- a. St. Joseph County Police Vehicles

B. REPORTS AND REQUESTS FROM:

a. COMMISSIONERS:

- i. Accounts Payable Docket
- ii. Appointment to the Regional Water and Sewer District
- iii. Declaration of an Emergency – Jail Roof
- iv. Approval of Resolution R-3-C-2022: RESOLUTION OF THE ST. JOSEPH COUNTY BOARD OF COMMISSIONERS ESTABLISHING THE INTENT TO AMEND THE INTERLOCAL AGREEMENT FOR THE ADMINISTRATION OF SOLID WASTE MANAGEMENT DISTRICT ACCOUNT SERVICES
- v. Approval of Second Amendment to Interlocal Agreement of the Administration of Solid Waste Management District Account Services
- vi. Approval of Resolution R-4-C-2022: RESOLUTION OF THE ST. JOSEPH COUNTY BOARD OF COMMISSIONERSESTABLISHING THE INTENT TO EXTEND THE INTERLOCAL AGREEMENT FOR THE COLLECTION OF SOLID WASTE MANAGEMENT DISTRICT USER FEES
- vii. Approval of Extension to Interlocal Agreement for the Collection of Solid Waste Management District User Fees
- viii. Approval of 2022-2023 Agreement for Service with Integra Document Destruction, LLC

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.



Certificate of Appointment

This is to certify that **Mike Dobson**, is hereby appointed as a member of the **Regional Water and Sewer District** in and for St. Joseph County, Indiana, to a three-year term ending December 31, 2025 or until a successor is duly appointed and qualified.

IN TESTIMONY WHEREOF, we set our hands and affixed the seal of said St. Joseph County on this 11th day of January 2022 as the appointing authority.



Andrew T. Kostielney, President

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

Derek Dieter, Member

Helen L. Wituski

From: Helen L. Wituski
Sent: Friday, December 17, 2021 11:08 AM
To: Andrew Kostielney; Derek D. Dieter; Deborah Fleming
Subject: County Jail Roof

We had a roof failure at the County Jail, due to the extremely high winds this week. The damage is centralized on the Administration Section of the Facility.

Midland Engineering is now working on the roof to make it weather-tight for the weekend.

I will have a quote for the replacement of the Jail roof by this afternoon.

Brian Davidson
Bldg Engineer

Helen L. Wituski

From: Helen L. Wituski
Sent: Friday, December 17, 2021 2:18 PM
To: Andrew Kostielney; Derek D. Dieter; Deborah Fleming
Subject: QUOTE FOR ROOFREPAIRS - COUNTY JAIL HIGH ROOF
Attachments: Jail Roof Repairs.pdf

Midland Engineering quote for Jail Roof Repairs HIGH ROOF ONLY.

Brian Davidson
Bldg Engineer

SINCE 1922



Midland Engineering Company • 52369 State Road 933 North • South Bend, Indiana 46637
P.O. Box 1019 • South Bend, Indiana 46624
Telephone (574) 272-0200 • Fax Number (574) 272-7400
e-mail address: midland@midlandengineering.com
www.midlandengineering.com



December 17, 2021

Mr. Brian Davidson
St. Joseph County Director of Facilities
125 S. Lafayette Blvd.
South Bend, IN 46601

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Reference: St. Joseph County Jail – High Roof ONLY Area ***Updated***
(See attached aerial view of all the roof areas quoted within this proposal.)

Dear Mr. Davidson:

Midland Engineering is providing the following scope of work for the above referenced job for your review. Due to the recent wind events the "high roof" is starting to blow off and needs to be replaced immediately. Below is the proposed scope of work for this emergency:

1. Cut and remove the existing adhered EPDM membrane and dispose of properly. We will at this time inspect the existing ISO to determine if there is any damaged/wet ISO that needs to be replaced. If any is discovered we will perform this work on a Time and Material basis in addition to our contract amount.
2. Install a new 1.5" Polyisocyanurate and mechanically fasten per manufacturer's 20-year system warranty requirements over the existing ISO to remain in place.
3. Install new 060 Sikaplan PVC mechanically fastened in-seam per manufacturer's warranty requirements.
4. Flash all drains, pipes, curbs, etc. properly per manufacturer's warranty requirements.
5. At the perimeter, we will remove and salvage the existing coping cap and clip system and re-install the coping cap after roofing has been completed. We are including some replacement of

ROOFING / SHEET METAL / MASONRY RESTORATION / WATERPROOFING

MEMBERS: SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION
NATIONAL ROOFING CONTRACTORS ASSOCIATION • MIDWEST ROOFING CONTRACTORS ASSOCIATION

TERMS AND CONDITIONS: If the work is completed within 30 days of its commencement, payment in full is due upon receipt of invoice. In all other cases, payment of 95 % of the work completed shall be due upon receipt of invoice covering partial billing with final payment due upon receipt of invoice covering final billing. Non-payment in accordance with the above shall be cause for terminating performance. If payments are not made when due, interest, costs incidental to collection and attorney's fees shall be added to the unpaid balance. Interest shall accrue at the rate of 1 1/2 % per month. Customer waives application of valuation and appraisal laws. Not liable for failure to perform caused by strikes, fire or anything beyond our control. Quotations subject to change without notice. Estimates limited to 15 days acceptance.

coping that is currently blown off or beyond repairable. Color won't match exactly, but if we need to add all new coping, we can provide a change order for that work.

6. At interior walls, we will provide and install manufacturer's Sarnareglet bar with a new shop fabricated 24-gauge pre-finished steel (2-coat standard color) surface mounted counterflashing.

High Roof Area:

Contract Price: TWO HUNDRED FORTY-TWO THOUSAND, SIX HUNDRED DOLLARS (\$242,600.00)

If you have any questions or concerns, please do not hesitate to call (574) 271-3805, extension 131.

Sincerely,

MIDLAND ENGINEERING COMPANY

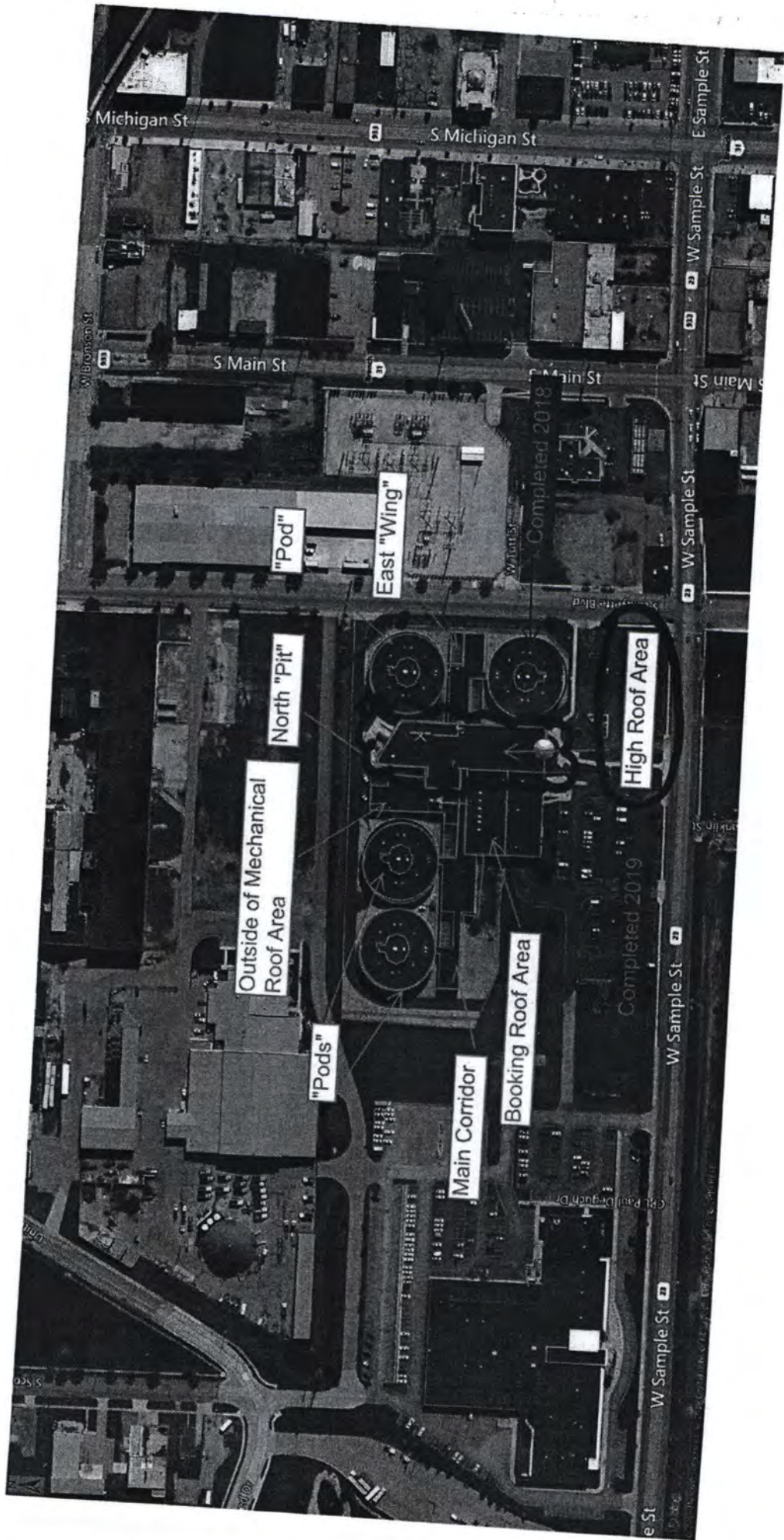


Landon Conrad
Estimator/Sales Representative

LC/cam

St Joseph Cty Jail High Roof (12-17-210-p)

TERMS AND CONDITIONS: If the work is completed within 30 days of its commencement, payment in full is due upon receipt of invoice. In all other cases, payment of 95 % of the work completed shall be due upon receipt of invoice covering partial billing with final payment due upon receipt of invoice covering final billing. Non-payment in accordance with the above shall be cause for terminating performance. If payments are not made when due, interest, costs incidental to collection and attorney's fees shall be added to the unpaid balance. Interest shall accrue at the rate of 1 1/2 % per month. Customer waives application of valuation and appraisal laws. Not liable for failure to perform caused by strikes, fire or anything beyond our control. Quotations subject to change without notice. Estimates limited to 15 days acceptance.



Second Amendment to Interlocal Agreement for the Administration of Solid Waste Management District Account Services

The undersigned parties executed an Interlocal Agreement for the Administration of Solid Waste Management District Account Services (the "Agreement") on December 2, 2019. On August 23, 2021, the parties executed The First Amendment to the Interlocal Agreement for the Administration of Solid Waste Management District Account Services (the "First Amendment"). The parties desire to amend the Agreement (the "Second Amendment").

In the event of any conflict or inconsistency between the provisions of this Second Amendment and the provisions of the prior versions of the Agreement with respect to the terms hereunder, the terms of this Second Amendment will take precedence.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the County agree as follows:

AMENDMENT

Section 1 of the Agreement, as amended by First Amendment, is now deleted and replaced with the following:

“The District agrees to purchase accounts administration services from the County, to be performed by the St. Joseph County Auditor's Office and other County departments, as applicable, whereby the District will pay to the County an initial fee of Twelve Thousand Dollars (\$12,000.00) for one (1) year of accounts administration services (the “Services”). The Services include, but are not limited to, administration of accounts payable, accounts receivable, and payroll for the District.”

Section 2.1 is now added to the Agreement and states the following:

“For the respective periods, the District will pay to the County the respective fee for one (1) year of the Services.”

Period of Services	Annual Fee
January 1, 2021 through December 31, 2021	\$ 25,000.00
January 1, 2022 through December 31, 2022	\$ 50,000.00

REAFFIRMATION OF AGREEMENT

Except as otherwise provided this Second Amendment, all terms, conditions and provisions of the Agreement are ratified and affirmed.

SIGNATURES

The persons signing below on behalf of the St. Joseph County Board of Commissioners and the St. Joseph County Solid Waste Management District Board certify they have read this Second Amendment and are duly authorized to execute this Second Amendment on behalf of their respective principals.

Dated: _____

ST. JOSEPH COUNTY BOARD
OF COMMISSIONERS

ST. JOSEPH COUNTY SOLID WASTE
MANAGEMENT DISTRICT BOARD

Andrew Kostielney, President

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

Derek D. Dieter, Member

RESOLUTION R-3-C-2022

**RESOLUTION OF THE ST. JOSEPH COUNTY BOARD OF COMMISSIONERS
ESTABLISHING THE INTENT TO AMEND THE INTERLOCAL AGREEMENT FOR THE
ADMINISTRATION OF SOLID WASTE MANAGEMENT DISTRICT ACCOUNT SERVICES**

WHEREAS, St. Joseph County Board of Commissioners executed an Interlocal Agreement for the Administration of Solid Waste Management District Account Services with the St. Joseph County Solid Waste Management District Board (the "District") on December 2, 2019 (the "Agreement"); and

WHEREAS, the parties renewed the Agreement each year after the initial period until present; and

WHEREAS, the parties executed The First Amendment to the Interlocal Agreement for the Administration of Solid Waste Management District Account Services (the "First Amendment") on August 23, 2021; and

WHEREAS, the parties desire to extend the Agreement for another year with the increased fee of Fifty Thousand Dollars (\$50,000), payable to the Commission, for one year of the services described in the Agreement.

NOW, THEREFORE, be it Resolved as follows;

1. The St. Joseph County Board of Commissioners approves the extension of the Agreement for another year, effective as follows:

Period of Services	Annual Fee
January 1, 2021 through December 31, 2021	\$ 25,000.00
January 1, 2022 through December 31, 2022	\$ 50,000.00

2. The St. Joseph County Board of Commissioners fee to the District for services provided during the term January 1, 2022 through December 31, 2022, and will be Fifty Thousand Dollars (\$50,000) and will remain in effect until this Board makes a subsequent modification.

3. This resolution is effective upon adoption by the Board.

4. A copy of this resolution shall be provided to the County Auditor.

RESOLVED THIS ___ DAY OF JANUARY, 2022.

APPROVED BY THE ST. JOSEPH COUNTY BOARD OF COMMISSIONERS:

Andy Kostielney, President

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

Derek Dieter, Member

Attest: _____

Michael Hamann
Auditor, St. Joseph County

**Extension to Interlocal Agreement for the Collection of
Solid Waste Management District User Fees**

The undersigned parties executed an Interlocal Agreement for the Collection of Solid Waste Management District User Fees (the "Agreement") on or about December 5, 2016, for the initial period of January 1, 2017 through December 31, 2017.

WHEREAS, the parties renewed the Agreement each year after the initial period until present;

and WHEREAS, the parties desire to extend the Agreement for an additional period.

ACCORDINGLY, and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the County agree as follows:

1. The Agreement is extended for an additional period, effective January 1, 2021 through December 31, 2023 (the "Extension")
2. In the event of any conflict or inconsistency between the provisions of this Extension and the provisions of the prior versions of the Agreement with respect to the terms hereunder, the terms of this Extension will take precedence.
3. For the extended period, January 1, 2021 through December 31, 2023, the District will pay to the County Twenty-five Thousand Dollars (\$25,000) per year as a fee for the services described in the Agreement.
4. Except as otherwise provided this Extension, all terms, conditions and provisions of the Agreement are ratified and affirmed.

SIGNATURES

The persons signing below on behalf of the St. Joseph County Board of Commissioners and the St. Joseph County Solid Waste Management District Board certify they have read this Extension and are duly authorized to execute this Second Amendment on behalf of their respective principals.

ST. JOSEPH COUNTY BOARD
OF COMMISSIONERS

ST. JOSEPH COUNTY SOLID WASTE
MANAGEMENT DISTRICT BOARD

Andrew Kostielney, President

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

Derek D. Dieter, Member

RESOLUTION R-4-C-2022

**RESOLUTION OF THE ST. JOSEPH COUNTY BOARD OF COMMISSIONERS
ESTABLISHING THE INTENT TO EXTEND THE INTERLOCAL AGREEMENT FOR
THE COLLECTION OF SOLID WASTE MANAGEMENT DISTRICT USER FEES**

WHEREAS, St. Joseph County Board of Commissioners executed an Interlocal Agreement for the Collection of Solid Waste Management District User Fees (the "Agreement") with the St. Joseph County Solid Waste Management District Board (the "District") on or about December 5, 2016, for the initial period of January 1, 2017 through December 31, 2017; and

WHEREAS, the parties renewed the Agreement each year after the initial period until present; and

WHEREAS, the parties desire to extend the Agreement for an additional period at the same fee of Twenty-five Thousand Dollars (\$25,000) per year for the services described in the Agreement.

NOW, THEREFORE, be it Resolved as follows;

1. The St. Joseph County Board of Commissioners approves the extension of the Agreement for an additional period, effective January 1, 2021 through December 31, 2023.
2. The St. Joseph County Board of Commissioners fee to the District for services provided during the term January 1, 2021 through December 31, 2023, and will be Twenty-five Thousand Dollars (\$25,000) and will remain in effect until this Board makes a subsequent modification.
3. This resolution is effective upon adoption by the Board.
4. A copy of this resolution shall be provided to the County Auditor.

RESOLVED THIS ___ DAY OF JANUARY, 2022.

APPROVED BY THE ST. JOSEPH COUNTY BOARD OF COMMISSIONERS:

Andy Kostielney, President

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

Derek Dieter, Member

Attest: _____
Michael Hamann, St. Joseph County Auditor



ST. JOSEPH COUNTY

ESTABLISHED 1830

DEPARTMENT OF PROCUREMENT

Bree Roberts - Director

Date: 1/6/2022

RE: 2022/2023 Agreement with Integra for Document Destruction and Paper Recycling

Please find the enclosed 24-month agreement with Integra Document Destruction LLC for the services of document destruction and paper recycling. If approved, this agreement would be effective retroactively from January 1st, 2022 and run through December 31st, 2023.

This agreement does encompass a small increase in price from 2021 pricing for 2/3 of the containers we use. There was no increase in pricing in 2020 at all.

Type of Container	2021 Cost - Each	2022 Proposed Cost - Each
96-Gal Shred cart	\$18.00	\$20.00
96-Gal Sorted Office Waste Cart (SOW)	\$4.00	\$6.00
36" Console	\$11.00	\$13.00
Per Box Purge (Archives Boxes)	\$2.50	\$3.00
Hard Drives	\$5.00	\$5.00 (no change)
Back-up Tape	\$1.00	\$1.00 (no change)

Total expenditure for this vendor in 2021 was \$10,009.91.

Legal counsel has reviewed this agreement; the requested changes have been accepted by the vendor and incorporated into the document before you today.

Procurement does find this agreement favorable and recommends your approval.

Respectfully,

Bree Roberts

Director of Procurement

St. Joseph County Government, Indiana

Document Destruction and Paper Recycling Container Count -All Locations-

<u>SJC Location & Address</u>	<u>Est. # of Carts/size</u>
1. SJC Warehouse: 142 Olive Street	54 CDD & 15 SOW /
a. Transported from CCB/Courthouses by SJC Staff	all 96Gal
b. 1x per week (Tuesdays)	
2. JJC: 1000 S Michigan	4 / 96Gal
3. Vital Records: 219 LWW	3 / 96Gal
4. Adult Protective Services: 533 N Niles Ave	1 / 96Gal
5. SJCPD Special Victims: 533 N Niles Ave	2 / 96Gal
6. Community Corrections/DuComb Center: 4161 Lathrop	3 / 96Gal
7. SJCPD Post: 4141 Lathrop	4 / 96Gal
8. Riverside Garage: 3301 Riverside Dr.	1 / 96Gal
a. Blue SOW Bin	
9. Paragon Clinic: 807 E Colfax	1 Console

Integra

CERTIFIED DOCUMENT DESTRUCTION, LLC

P.O. Box 1278
Elkhart, In 46515
574 295-4611

2022 SERVICE AGREEMENT

Integra Certified Document Destruction, LLC provides this 24 month service agreement to:
St. Joseph County, 142 Olive Street, South Bend, Indiana, plus other locations

PRICING \$20 per 96 gallon shred cart, \$6 per 96 gallon sorted office waste cart, \$13 per 36" console
\$3.00 per box for purges (Archives), \$5 per hard drive destroyed, \$1 per back up tape destroyed

TERM & TERMINATION This agreement is entered into for a period of 24 months. Either party may terminate this Agreement if the other is in material or repeated breach of any of its obligations and the breaching party has not cured the breach following written notice of said breach within 30 days. In the event of such termination, all amounts due for services rendered up to the date of termination shall become due and payable. In the event the Customer should terminate the Agreement by any means other than that stated here or without cause, he shall be liable to pay liquidated damages in the amount equal to 3 months charges or the charges for the remaining term of the agreement, whichever is less. In addition, either party may terminate the Agreement immediately if it should become impractical to perform this Agreement due to causes beyond reasonable control of the Parties, including acts of God, manage or destruction to its facility, labor disturbance, war, civil commotion or governmental action. Upon termination, customer shall return or permit Integra CCD, LLC to pick up the container(s)

FEES AND PAYMENTS Fees set forth in this agreement shall remain in effect for the 24 month duration of the agreement. Invoices shall be due and payable upon receipt. Amounts due and not paid within 30 days after customer's receipt of the invoice shall bear interest at the rate of one and one per cent (1.00%) per month with a minimum amount of \$0.50. Fuel surcharges do not apply with the agreement.

MISCELLANEOUS Customer agrees to retain Integra CDD, LLC on an exclusive basis at all facilities covered by this agreement for the term of this contract. In the event of an on-site shredding interruption of service, Integra will provide backup shredding service, if necessary, at our AAA certified plant in Elkhart. Customer shall not deliver to Company any non-shreddable materials that could damage Company's equipment. Customer agrees to pay for actual damages resulting from accidental or negligent transfer of said material.

CONFIDENTIALITY Integra CDD, LLC warrants that it shall provide Customer with professional document destruction services for paper-based records. Such services shall be provided in a secure manner and use a method of destruction that makes reconstruction impossible. Integra CDD, LLC acknowledges that the information in the Customer's container(s) is confidential and proprietary to the Customer. Integra CDD, LLC agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party and not to use any Confidential Information for any purpose except as required in the performance of this agreement. Integra CDD, LLC shall notify the Customer immediately in the event you become aware of any loss or disclosure of any Confidential Information.

Integra Certified Document Destruction, LLC.

St. Joseph County

By: Tom Hinz

By: _____

Title: Account Manager

Title: _____

Date: 1/3/22

Date: _____