

# **STARKE COUNTY COMMISSIONERS' MEETING**

**4-21-25**

Pursuant to adjournment comes now the Starke County Commissioners and meet in regular session in the meeting room of the Starke County Annex #1, Knox, IN at 9:30 AM, with Charles Chesak absent. Todd Leinbach and Dave Pearman were present as councilmen. The following proceedings were held to wit:

## **IN RE: HIGHWAY BIDS**

Three bids were received for the Crossing Grant. Reith Riley-\$867,866.81; E & B Paving-\$1,074,773.80; and Milestone Contractors-\$949,000.

Brian with United Consulting will take the bids to another room to review them for accuracy and come back at the end of the meeting.

## **IN RE: EMS**

Nancy Coad with EMS submitted the receipt report. Acu Med-\$118,116.03; O'Hare-\$643.57 and Merchant Medical-\$12.11 & \$37.50.

Jim Garner, EMS Director, submitted his March report which is on file and attached to these minutes.

Jim Recommends accepting the bid from McQueen in the amount of \$166,106 for a 2027 ambulance chassis. He has approximately \$66,000 to use towards this from the insurance reimbursement for the wrecked one. Don Binkley moved to take the balance from Cum. Cap. Dev. pending council approval seconded by Mike VanDeMark with 2 ayes.

Jim submitted a flyer that he would like to distribute to businesses and WKVI for the 50<sup>th</sup> anniversary of the county taking over EMS. They are requesting donations for help with equipment, supplies, etc. Don Binkley moved to approve seconded by Mike VanDeMark with 2 ayes. Flyer attached.

Jim would also like to hold a fundraiser selling t-shirts with the 50-year logo on it. Logo attached. Don Binkley moved to approve seconded by Mike VanDeMark with 2 ayes.

## **IN RE: STARKE COUNTY YOUTH CLUB**

Mark Vendl and Irene Szakonyi from the Starke County Youth Club gave a report on what they have accomplished in the last year. A report is attached. They have

also been hosting a lot of enrichment programs for students and some of their parents.

May 2<sup>nd</sup> is their radiothon and they are hoping to raise \$55,000 and are requesting the commissioners support.

#### **IN RE: CONCRETE APPROVAL FOR BISON PLACEMENT**

Rick Green, Maintenance, submitted the concrete quote for the Bison placement in the amount of \$4,885. Don Binkley moved to approve pending council approval and he wants the ADA request and the memorials brought before the council again as previously approved out of Cum. Cap. Dev. He would also like this done first or at the same time as the bison pad--as a package. This was seconded by Mike VanDeMark with 2 ayes.

#### **IN RE: RECORDER'S OFFICE**

Due to the Recorder's need for more shelving, Mandy Thomason, Recorder, submitted the IC Code on preparing and preserving records and improvements on record keeping systems and equipment. Don Binkley suggested removing the existing wall and building a new wall with shelves all the way up. Rick Green, Maintenance, said that would require a permit from the city. The commissioners want Rick to check with the city inspector on this. They will walk up after the meeting and check out the area before adjourning.

#### **IN RE: ARCHIVING SOCIAL MEDIA**

Stanley Budd, IT Director, recommends Marsh as he feels they were the best quote. If we only approve 1 year it will cost \$2,135.50, three years \$5,568.83, which would be \$1,856.28 per year. At any time, if we terminate, they will send us all of our information. Don Binkley moved to approve the 3-year contract out of Cum. Cap. Dev. pending council approval seconded by Mike VanDeMark with 2 ayes.

#### **IN RE: PLANNING COMMISSION ORDINANCE #12 OF 2025**

Mary Beaver, Planning Commission, submitted ordinance #12 of 2025 regarding members attending meetings via zoom or other electronics. Don Binkley moved to approve seconded by Mike VanDeMark with 2 ayes.

Mike VanDeMark stated that they are still trying to establish a policy regarding solar and will mention it at the council meeting tonight.

#### **IN RE: POLARIS RANGER**

Gwen Rentz, Surveyor; and Amie Flora, Park Director; requested permission to allow Amie to use the Polaris Ranger when needed. They will still let EMS have access. Don Binkley moved to approve with only Amie at the Park driving and still sharing the vehicle seconded by Mike VanDeMark with 2 ayes.

#### **IN RE: BASS LAKE SIREN**

Jim Garner, Asst. Fire Chief Calif. Twp.; Victoria Chessor, EMA Director and Sheri Bartoli, California Twp. trustee; requested that the Bass Lake Siren be replaced. It will replace the broken one at the Calif. Twp. Fire Station. Don Binkley wanted to know if it could be put at the beach, but was told that would be North Bend Twp. Sheri is requesting it be on the current tower where the old one is currently located. She stated it hasn't worked for 6 years. It will cost \$9,900 to replace it and will probably come out of the fire fund. They are just informing the commissioners since one of the commissioners received complaints that it wasn't working. Dave Pearman, Councilman, stated that any time you put something on a county owned tower, you need an engineer to approve it due to liability.

When asked about the distance for the siren, they were told it was comparable to the previous one just more modern and lighter weight.

Sheri stated that the process can be started within the next few days.

#### **IN RE: MEMORANDUM OF UNDERSTANDING WITH BELLA VITA PREGNANCY CENTER**

Frank Lynch, County Health Nurse, presented a memorandum of understanding with Bella Vita. Don Binkley approved to move forward with this seconded by Mike VanDeMark with 2 ayes.

#### **IN RE: HIGHWAY BIDS AND REPORTS**

Rachel Oesterreich, Highway Superintendent and John San Giorgio, with United Consulting submitted a presentation on the Bridge Inventory for 2024. The report was completed in October and the complete report is on file in the Starke County Auditor's Office.

Rachel submitted air compressor quotes. Mike VanDeMark asked about the cost of renting. Rachel stated that she would check and that they use the compressor



every year between May and September. She has the funding for this in her LRS budget.

Rachel further stated that the bucket truck was inspected for this year and approved, but was told it probably wouldn't pass next year as it is 33 years old. REMC may have a used one later this year, but they did find one that only had one owner for \$45,000 in Michigan. The information is on file in the Auditor's office. Rachel said she has the funding. Mike VanDeMark stated that since it was not an emergency we should look into this next year. Rachel said they brought it up because they have been looking for quite a while and this one was reasonably priced.

Mike VanDeMark asked Rachel if she ever used Truck Paper, which is a company that lists equipment for sale all over the country and tells you which dealer has the equipment. Commissioners are tabling the truck for now.

Mike VanDeMark wanted to make sure that Bobcat clarifies it is offering a 2-year warranty on the air compressor.

Kim Kroft with the highway stated that the Kabota Tractor is to be delivered 5-19-25 to McCullough, and that it should be ready by the end of May. They will give them a crash course in how to operate.

They also reported that the Loader is finished and they are picking it up tomorrow with a cost of \$9,667.38. They had to replace the control valves as well as they were rusted out. Mike VanDeMark asked if it needed any other servicing and Kim said probably. Kim stated that the highway mechanics usually do the servicing but Mike wants them to ask about it before they bring it back.

Brian with United Consulting stated that the low bid was from Reith Riley and that the bid checked out. The only problem was the funding application. They are requesting to remove the milling and award the bid to Reith Riley at the adjusted amount of \$797,247.41. Reith Riley approved the adjustment. There was much discussion on the project. If they were to accept the bid of \$867,866.81, they would have to go to the council for more money and the milling really isn't needed.

Todd Leinbach, Councilman, is worried that if they don't mill, the road cracks will come through to the surface.

Asphalt will be blended in. Part of this project has a lot of houses and part has very few.

The contract has to be submitted before May 1<sup>st</sup> or the funding will be lost. Don Binkley moved to approve the reduced amount of \$797,247.41 with Reith Riley seconded by Mike VanDeMark with 2 ayes.

Rachel Oesterreich, Highway Superintendent, submitted a Policy and Procedures that SBOA requested. Justin Schramm checked it previously. Policy attached. Don Binkley moved to approve seconded by Mike VanDeMark with 2 ayes.

Rachel also requested 4-way stop signs at the CR 800E and CR50S intersection and the CR 25N and CR 800E intersection. Don Binkley requested that extra warning signs be placed. Don Binkley moved to approve seconded by Mike VanDeMark with 2 ayes.

Rachel informed the commissioners that there is a Mammoth grant for improvements in the community of \$1.225 million. The money will pave all the roads in the Mammoth area as the agreed amount is not enough. The grant would be in lieu of the agreed amount. The commissioners want to table this until they can meet with Chris Kline from Mammoth. They legally only have to give us \$260,000, which won't cover very much. The \$1.225 million is available in lieu of the \$260,000. Rachel stated that the material alone will be \$1.3 million which would make us short \$104,000 and that doesn't include the cost of labor.

There was much discussion on this, and Mike VanDeMark stated that he would like a joint special session of the commissioners, council and Mammoth to discuss this further.

#### **IN RE: OTES BUILDING IN NORTH JUDSON**

Donna Osborne and Nan Wellman from OTES wanted to know if anyone had questions and submitted information received from the Center of Workforce Development. She explained everything regarding the sale. The commissioners feel that they haven't looked into it enough to decide and would like to do a tour of the building. They also wanted to know who would be responsible for all the expenses involved. The commissioners tabled this and asked that it be put on the May 19<sup>th</sup> agenda.

#### **IN RE: US 30 COALITION**

Todd Leinbach said that he was on this board and so is Mark Gourley so the county has representation. Todd further stated that the state does not have the money at this time for this project. There was a lot of discussion on what they are planning to do.

### **IN RE: VENDOR CLAIMS, PAYROLL CLAIMS, AND MINUTES**

Don Binkley moved to approve the vendor claims seconded by Mike VanDeMark with 2 ayes.

Don Binkley moved to approve the payroll claims seconded by Mike VanDeMark with 2 ayes.

Don Binkley moved to approve the minutes from the 4-7-25 meeting seconded by Mike VanDeMark with 2 ayes.

### **IN RE: KEMP'S CONTRACT WITH PURDUE EXTENSION**

Due to a typo on the original contract on the serial number, a new contract had to be signed for the new printer for Purdue Extension.

### **IN RE: SWAPPING PROPERTIES WITH ECONOMIC DEVELOPMENT**

The Economic Development Foundation would like to swap some acreage with the county so that their property would be contingent and would make it easier to sell.

The commissioners wanted to know if it wouldn't be easier for them just to buy the property themselves. Mikie Stogsdill, Economic Development Director, said that she would bring this up at their next board meeting.

### **IN RE: PLANNING COMMISSION AND BZA APPOINTMENTS**

Appointments to these boards were again tabled.

### **IN RE: HOSPITAL LEASE AGREEMENT WITH NORTHWEST**

The hospital lease agreement was tabled until a joint executive session could be held.

### **IN RE: PATROL CARS BEING STORED**

The company storing the patrol cars want them gone. They have been there for five years and he feels he should get some kind of compensation for this. The commissioners want a letter by the county attorney sent to him. Mike VanDeMark said he would get the information to Justin Schramm.

**IN RE: ARCHIVING TEXT MESSAGES ON EMPLOYEE CELL PHONES**

Stanley Budd, IT Director, asked if the commissioners wanted cell phone text messages archived along with social media. The commissioners said no.

There being no other business to come before the board, Don Binkley moved to adjourn seconded by Mike VanDeMark with 2 ayes.

**ABSENT**

\_\_\_\_\_  
Charles Chesak, President

\_\_\_\_\_  
Mike VanDeMark, Vice President

\_\_\_\_\_  
Don Binkley, Member

\_\_\_\_\_  
Michaelene J. Houston, Auditor and Secretary  
Secretary to the County Commissioners



## Starke County EMS Monthly Report

### April 2025 for March 2025

**Operations:** Currently we are operating 3 out of 6 ambulances at certain intervals 3 at ALS level, when ALS Staffing permits as well. 1 out of service again for Cosmetic bodywork (repaired). Minimum of 1 ALS staff member at all times scheduled at Medic 3, Knox base, 51% of February staffing is 2 ALS staffed ambulances. Increase by 11% coverage, ALS ambulances 100% is minimum staffing of 1 paramedic at Knox base, I am continue to operate ALS Non-transport vehicle on a 24-hour basis as needed to supplement staffing.

**Transfers:** 55 total transfers out of 268 calls which is a increase since last report

**Personnel:** We have at this time no full-time openings for EMT's (12 on schedule) with 2 new part time employees hired no additional application received, 7 current full-time paramedics as well as 1 paramedic full-time openings, 2 new part-time Paramedic.

**Training:** March- Difficult airways, with skills station testing

**afety:** Last accident 01/16/2025 no reported injuries

**Ambulance Maintenance:**

3308-North Judson M1 (2021 Ford Gas Vin:1FXDE4FN2MDC16274 Current mileage: 141101) Up to date

4725- Knox M2 (2014 F450 Gas Vin: 1FDXE4FS8EDA90672 . Current mileage 145757

4926- Knox Base M3 (2024 F350 Gas Vin: 1FDXE4FN1RDD21556 Current Mileage: 25475 In service

0514 Grovertown Base (2015 Ford Diesel Vin:1GB6G5CL5F1268834 Current mileage:216548) Inservice

0085 Transfer truck Base M2 (2024 Ford Gas Vin:1FDXE4FN1RDD21556 Current mileage:456) In service

Old 0084-HWY DePT (2012 Chevy Diesel Vin:1GB6G5CLXC1117256 Current Mileage: 121899) Wrecked 01/16/2024 awaiting rechassis bids

New 0084 -Reserve at Knox base in service date 03/06/2025 (2008 Ford E 450 Vin # 1FXDE45P38DA95523) Current mileage 77105



4149 Medic 41 Paramedic chase (2015 Ford Explorer VIN :1FM5K8ARXFGB91482) Current Mileage:68092

4747 EMS 1 (2019 Chevrolet Tahoe Vin:1GNSKDEC2KR240900 Current mileage 88701) Currently in service as of 11/10/2023 as certified ALS- Non Transport vehicle and utilized daily basis as needed to supplement ALS staffing

Update on quotes for rechassis of wrecked ambulance:

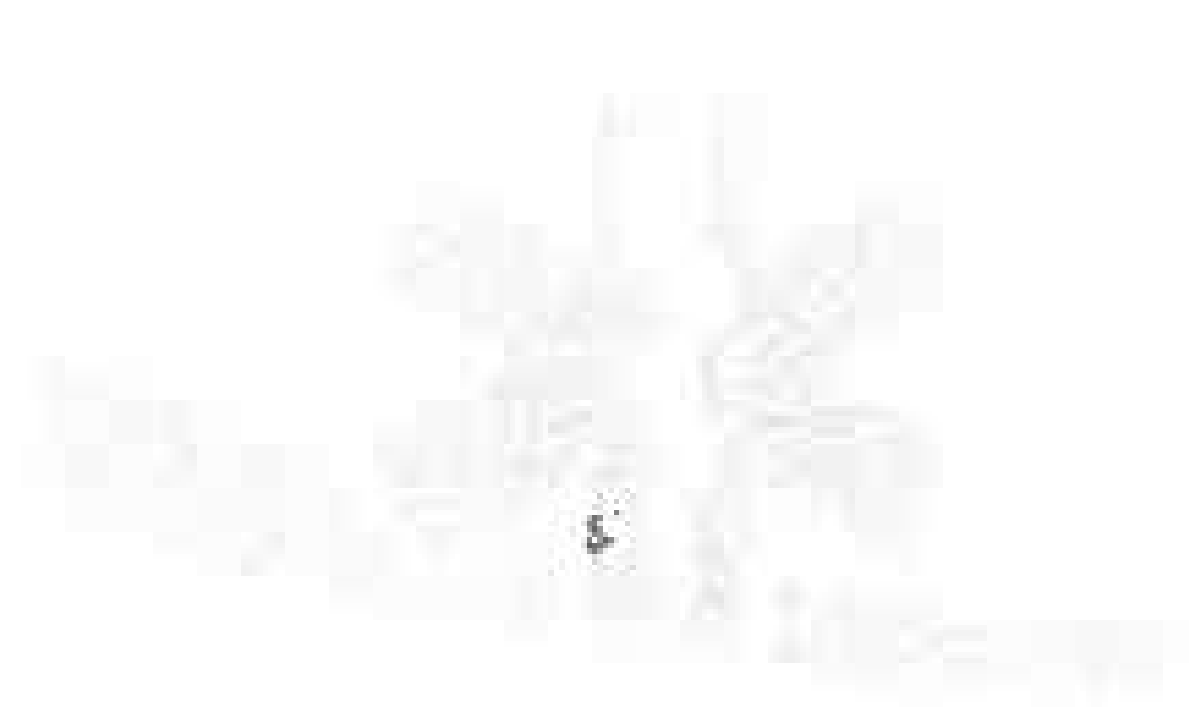
No further bid interested. Recommend to accept bid for MacQueen (formally Crossroads in Middlebury)

Base Maintenance:

Medic 5 has water leaking into the base and down the bedroom wall

Grants:Donations:

PPE: In good standing



**Starke County Emergency Medical Services**

53 E Mound St.

Knox, In 46534

574-772-9123

Fax 574-772-9121

**James Garner, EMS Director**

We are excited to celebrate Emergency Medical Services (EMS)

Week from May 18<sup>th</sup>-24<sup>th</sup>, 2025, to honor the

extraordinary efforts of our dedicated EMS.

Starke County EMS is celebrating 50 years of dedication, service and gratitude. We are very happy to have played an essential role in the safety and well-being of our community.

As a vital part of our community, we are contacting local businesses like yours for support. We would kindly appreciate any contribution to help us recognize and celebrate our EMS staff.

Your generous donation will be much appreciated for their hard work and dedication to your community.

We are hoping to show the Starke County EMS personnel how much this community appreciates them. Your donations help by supporting training equipment, base supplies such as dishes, pots and pans, bedding, any items needed for daily personal use or any other items not covered through the county.

The personnel work at the station for , 12,24 and some 48-hour shifts. They live at the station for that time period, eat, sleep, and respond to the calls for help.

Thank you for your continued support. Please feel free to contact me at 574-772-9123 or [jgarner@starke.in.gov](mailto:jgarner@starke.in.gov) if you have any questions or need further information.

Sincerely,

Jim Garner



**Starke County EMS    Knox, IN**  
**2027 Ford E-450 Ambulance Prep Chassis 158" WB 7.3L Gas w/OEM Remote Mirrors**  
**2012 Road Rescue Module    Type III**

2/18/2025

**Chassis**

2027 Ford E-450 Ambulance Prep Chassis 158" WB 7.3L Gas w/OEM Remote Mirrors

Vehicle Tear Down

Vehicle Remount

Front End Alignment

Transport from Knox, IN to Middlebury, IN

**\*\*Chassis pricing subject to change upon 2027 model year price confirmation.\*\***

**Module Body Exterior**

Base Remount a Type III Modular Body to a same Type III Configuration. Includes mounting pucks, mounting hardware, & cab to module seal

Trimark Left Locking Paddle Style Handle (4)

Trimark Right Locking Paddle Style Handle (5)

Trimark Interior Locking Paddle Style Handle (3)

Right Rotary Latches (7)

Left Rotary Latches (7)

Striker Stud 1/2" Diameter 3/16 (14)

Inspect and reuse compartment door struts and replace as needed

**Replacement 4" TecNiq Compartment LED Lights with Grommets (9)**

**New Black Rubber Fenderettes (2)**

**Rubber Rubrails - 10' Sticks**

**New ADP Stoneguards, Corner Guards, Rear Kickplate**

**New ADP Running Boards w/ Raised Punch Holes and mounting brackets for E-Series**

**New Mud flaps**

**All Compartments to be Checked for Proper Draining & Venting**

**Remove & Clean all Stainless Door Hinges. Reinstall w/ 3M Corrosion Barrier Between Hinge/Door & Hinge/Body**

**Install New Drip Rails (Road Rescue)**

**New Heavy Duty Rear Bumper Steel Sub-Frame w/Aluminum Diamond Plate Bumper Pods and Punched Surfaced Flip-up Step**

**New Cast Products License Plate Bezel w/ LED Top Lights with rubber gasket**

**New Cast Products Door Grabbers**

**Phoenix Wheel Simulators for E-Series Chassis w/ valve extensions**

**Clean & Reuse Module Windows**

**New Door Seal**

**Polish and Reuse Chrome Exterior Cowl Vents**

**New Cast Fuel Fill Bezel w/ Stainless Steel Spillway and rubber gasket**

**Clean and reuse all Diamond Plate Compartment Door Liners**

**Amber reflector (2)**

**Red reflector (4)**

**Install new thresholds on all exterior compartments when module is repainted**

Omit Def Fill; weld opening closed; prep for paint  
Adjust door handle openings to fit newer paddle style  
Remove current ICC lights and fill screw holes; prep for buttons (18)

#### **Paint**

Paint Entire Module and Roof White OEM YZ  
(Sand blast module, repair corrosion, repaint w/ Sikkens 8 step process of epoxy, primer, base coat, three coats of clear coat, wet sand & buff to high gloss finish).

#### **Heat/AC**

New ACC High Output Heating and AC Unit Heat BTU: 43,600 AC BTU: 32,000 CFM: 680 NO CONDENSER  
Includes New: Booster Pump, Digital Thermostat, Water Valves and Hoses

#### **Electrical**

Test & Reuse Current Electrical System Customer will be notified of any found issues  
Inspect and Replace Magnetic Door Switches as Necessary  
New Back-up Alarm w/ Cancel Switch  
275 Amp Solid State Battery Disconnect, In Power  
Digital Volt/Amp Meter  
Current Sensor  
High Idle Throttle Inpower All Chassis  
3/8 Terminal Stud Black  
3/8 Terminal Stud Red  
Hidden Door Lock Switch  
LCD Hour Meter  
New 30 Amp Kussmaul Super Auto Eject Shoreline w/ White Cover  
New Vanner Lifesine Inverter/Charger w/ LSIR Inverter and LSCR Charger Panels  
Install New Back-up Camera with 5" monitor mounted at rearview mirror location with Panavise Mirror mount  
Install New Whelen 295HFSA7 dual tone siren  
New Cast E-Series Speaker (Driver)  
New Cast E-Series Speaker (Passenger)  
New .125 Alum. Powder Coat Console w/map box & 2 cup holders  
Add (1) additional 120VAC to streetside rear wall of squad bench  
Add (1) additional USB A-C to Action Area wall

#### **Department 2 Way Radio's**

Reinstall Department Radios to Existing Locations; Motorolas  
(2) Antenna on Module Roof  
(1) Antenna on Cab Roof  
Transfer and reuse shark fin; remount on cab roof

#### **D.O.T / Emergency Warning Lights**

TecNiq Amber LED Button Lights w/Clear Lens and Rubber Grommet for Front Clearance Lights (7)  
TecNiq Red LED Button Lights w/ Clear Lens and Rubber Grommet for Rear Clearance Lights (11); wire (4) lower rear sides for turns  
Polish and Reuse all warning, scene, & DOT Lights; unless noted otherwise  
Whelen Micron Linear LED Red surface mount Grille lights with chrome flange. To flash in X pattern (2)  
Whelen Micron Linear LED White surface mount Grille lights with chrome flange. To flash in X pattern (2)  
Whelen M7 Series Red w/Clear Lens & Chrome Flange for Intersection Lights (2)  
Exterior Lighting to be Wired as Follows:  
CS Scene Lights on when Side Entry door opens; wired  
Rear Scene Lights on when rear doors open; wired  
Back Up Lights, Rear Scene/Load Lights and Side-rear-most scene lights on with Reverse; not wired  
CS Scene Lights on when CS Compartment doors open; not wired  
All emergency lights remain on while in park  
Replace the stepwell light with a TecNiq D06 In a 45 degree angle w/Chrome Cover



### Module Interior

USB Dual Port - (1) in Center Console - (1 Type A plug and 1 Type C plug)  
Inspect all Cabinet Walls, Cabinet Hardware for Missing Screws and Rivets, Adjust and Replace as Necessary  
New Stainless Thresholds on Rear & Side Entry w/ Grip Tape  
Reuse Existing Dome and Fluorescents; customer will be notified of any issues  
EVS 3-Point Seat Belt Attendant Seat w/Child Safety Seat - Ash  
EVS 2-position swivel base  
Clean and Reuse Existing Vinyl, Includes all Vinyl Trim, Seat Cushions, Back Rests, etc.  
Clean and Reuse Current Counter Tops  
Intellitec Digital Clock Emergency Time; replace with one on curbside wall  
Replace New SouthCo Round Non Locking Stainless Steel Latches (12)  
New Vista Medallion 12" LED Action Area Light LL30  
Clean and reuse existing flooring  
Provide 2 new 5# ABC DOT rated fire extinguishers. Installation location TBD by customer or shipped loose if not specified.  
Cover crack in streetside wall with stainless panel (16x60); butt up against the Action area outlet trim  
Remove clock from rear header; fill; add Kydex plate to cover (8x8)  
Replace plexiglas (11) 7x18; (1) 10x21  
Remove Knox Box from curbside forward stack; ship loose back to customer  
Install 2 Drawers where Knox Box was located; 10x13x9; SouthCo locking stainless round latches

### Medical Equipment

Test Oxygen System and repair any found leaks  
Test Suction System and repair any found leaks  
Powerload rail to stay in place; crash wrap prior to paint  
Powerload to be inspected due to accident; may need change order depending on outcome

### Predelivery Testing and Prep

30 mile Road Test  
Grade A Clean & Detail Entire Unit  
Test & Recertify all Systems. Weigh & Apply KKK Weights, CAAS, Chassis End Stage, and Paint Stickers.  
Install No Smoking & Fasten Seat Belt Signage - No Smoking Sign  
Install No Smoking & Fasten Seat Belt Signage - Fasten Seat Belt Sign  
Fill with Fuel

### Graphics

No graphics or lettering requested by customer.  
Removal of current wrap/graphics prior to paint

\$	-	Ford GPC Discount FIN # QL123; no 2027 discounts at this time GPC Discount may vary depending on current incentives offered at time of delivery.
\$	(100.00)	Chassis Trade In Value (Title Required When Unit Brought to Our Facility) 2012 Chevy G4500 4x2 DSL 100"CA 250K miles Totaled Chassis VIN:1GB6G5CLXC1117256
\$	166,106.00	<b>Total</b>

### Optional Prices Not Included in Total

\$	2,000.00	Chassis Prepay \$56,443.00. Discount (Due Upon Acceptance of Contract). *If no Pre-Pay is optioned, customer will be invoiced for Chassis once it arrives at Crossroads; Net 30 from Invoice Date.
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\*Chassis pricing is not-guaranteed due to MY and pricing at time of chassis delivery.

\*This quote is good for 30 days, and will need to be revised if that time period has elapsed prior to contract being signed.

\*Any customer supplied equipment to be installed by Crossroads should accompany the ambulance when it is brought to our facility.



**STARKE COUNTY PLANNING COMMISSION  
53 EAST MOUND STREET  
KNOX, IN. 46534  
574-772-9133**



DocId:8033922  
Tx:4028701

**2025001111**  
MANDY THOMASON, RECORDER  
STARKE COUNTY, KNOX, IN  
RECORDED AS PRESENTED  
04/22/2025 08:00 AM  
0.00

**AN ORDINANCE ESTABLISHING A POLICY BY WHICH MEMBERS OF THE  
PLANNING COMMISSION AND BOARD OF ZONING APPEALS FOR THE COUNTY  
OF STARKE MAY PARTICIPATE BY ELECTRONIC MEANS OF  
COMMUNICATION.**

Ordinance No. 12 of 2025

**Recitals**

**WHEREAS**, the Planning Commission and the Board of Zoning Appeals for Starke County, Indiana (the “**Board(s)**”), is responsible for the performance of various functions for Starke County, Indiana (the “**County**”); and

**WHEREAS**, I.C. 5-14-1.5-1 et seq. (the “Act”) permits and prescribes requirements by which members of the Starke County Planning Commission and Board of Zoning Appeals may participate in a meeting by any electronic means of communication, subject to certain guidelines as hereinafter set forth; and

**WHEREAS**, a member of the governing body may participate by means of communication that:

- a. Allows all participating members of the governing body to simultaneously communicate with each other; and
- b. Except for a meeting that is an executive session, allows the public to simultaneously attend and observe the meeting; and

**WHEREAS**, the Act requires the governing body to adopt a written policy establishing the procedures that apply to a member’s participation in a meeting by electronic means of communication, and may also adopt procedures that are more restrictive than the procedures established pursuant to I.C. 5-14-1.5-3.5(d); and

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Commissioners that this Ordinance Establishing a policy by which members of the Starke County Planning Commission and Board of Zoning Appeals for the County of Starke may participate by Electronic Means of Communication, is hereby adopted as follows:

**STARKE COUNTY PLANNING COMMISSION**  
**53 EAST MOUND STREET**  
**KNOX, IN. 46534**  
**574-772-9133**

**Article I**  
**Establishment**

- 1) The Recitals are incorporated herein by reference.
- 2) All provisions of the Act, including definitions, hereby apply to this Ordinance and are incorporated herein by reference. This ordinance shall apply not just to the Planning Commission and Board of Zoning Appeals, but to any elected or appointed board under the jurisdiction of the Planning Commission or Board of Zoning Appeals. Any Reference to Planning Commission Member(s) or Board of Zoning Appeals Member(s) shall also apply to any board member serving on an elected or appointed board under the jurisdiction of the Planning Commission and Board of Zoning Appeals.
- 3) Subject to sections 4 and 6 of this ordinance, any Planning Commission Member or Board of Zoning Appeals member may participate in a meeting by any electronic means of communication that: (1) allows all participating members of the Planning Commission and Board of Zoning Appeals to simultaneously communicate with each other; and (2) other than a meeting that is an executive session, allows the public to simultaneously attend and observe the meeting.
  - a) Any member who participates by an electronic means of communication; (1) shall be considered present for purposes of attendance but not for establishing a quorum and may not participate in any final action.
  - b) All Votes taken during a meeting shall exclude any Board Member that chooses to participate by an electronic means of communication.
- 4) At any meeting a quorum must be met by Board Members physically being present at the meeting at which the Planning Commission Members or Board of Zoning Appeals Members will participate by means of electronic communication. Less than (50%) of the Board Members may participate by an electronic means of communication at the same meeting.
  - a) A Board Member may not attend more than Fifty Percent (50%) of the meetings in a calendar year by an electronic means of communication, unless the member's electronic participation is due to:
    - i) Military service;
    - ii) Illness or other medical condition;
    - iii) Death of a relative; or
    - iv) An emergency involving actual or threatened injury to persons or property.
  - b) A "Board Member" may attend two (2) consecutive meetings (a set of meetings) by electronic communication. A Board Member must attend in person at least one (1)



**STARKE COUNTY PLANNING COMMISSION**  
**53 EAST MOUND STREET**  
**KNOX, IN. 46534**  
**574-772-9133**

meeting between sets of meetings that the Board Member attends by electronic communication, unless the member's absence is due to:

- i) Military service;
  - ii) Illness or other medical condition;
  - iii) Death of a relative; or
  - iv) An emergency involving actual or threatened injury to persons or property.
- 5) The Minutes of a meeting at which any Board Member participates by electronic means of communication must;
- a) Identify each member who:
    - i) Was physically present at the meeting;
    - ii) Participated in the meeting by electronic means of communication; and
    - iii) was absent; and
  - b) Identify the electronic means of communication by which:
    - i) Members participated in the meeting; and
    - ii) Members of the public attended and observed the meeting, if the meeting was not an executive session.
- 6) No Board Members may participate by means of electronic communication in a meeting at which the Board may take final action to;
- a) Adopt a budget;
  - b) Make a reduction in personnel;
  - c) Initiate an ordinance;
  - d) Impose or increase a fee;
  - e) Impose or increase a penalty.
- 7) **Emergency Declarations.**
- a) If an emergency is declared by:
    - i) The governor under I.C. 10-14-3-12; or
    - ii) The County Commissioners under I.C. 10-14-3-29;

Board Members are not required to be physically present for a meeting until the emergency is terminated.

- b) Board Members may participate in a meeting by any means of communication provided that;
  - i) At least a quorum of the Board Members participate in the meeting by means of electronic communication.
  - ii) The public may simultaneously attend and observe the meeting unless the meeting is an executive session; and

**STARKE COUNTY PLANNING COMMISSION**  
**53 EAST MOUND STREET**  
**KNOX, IN. 46534**  
**574-772-9133**

- iii) The minutes of the meeting must comply with section 5 of this ordinance.
- c) All Votes taken during a meeting at which one (1) member participates by an electronic means of communication must be taken by roll call vote.
- 8) Meeting Compensation for Board Members.
  - a) Any Board Member that chooses to attend any meeting by means of electronic communication shall relinquish their monthly compensation for attendance of a meeting.

**Article II**

**Effective Date**

1. Effective Date. This Ordinance shall become effective thirty (30) days after notice of the adoption shall have been published in a paper as described in Indiana Code § 5-3-1-4.

**Article III**

1. Plan Commissions Rules Procedure.

Rules and Conditions stated in this ordinance will be set out as Rule 3.6 of the Starke County Plan Commissions Rule of Procedure.

PASSED BY THE STARKE COUNTY PLANNING COMMISSION ON APRIL 9, 2025.  
PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF STARKE COUNTY,  
INDIANA, THIS 21<sup>st</sup> DAY OF April, 2025.  
**THE STARKE COUNTY, INDIANA BOARD OF COMMISSIONERS**  
APPROVED: OPPOSED:

\_\_\_\_\_  
Charles Chesak, President

\_\_\_\_\_  
Charles Chesak, President

 4-21-2025  
Mike VanDeMark, Commissioner

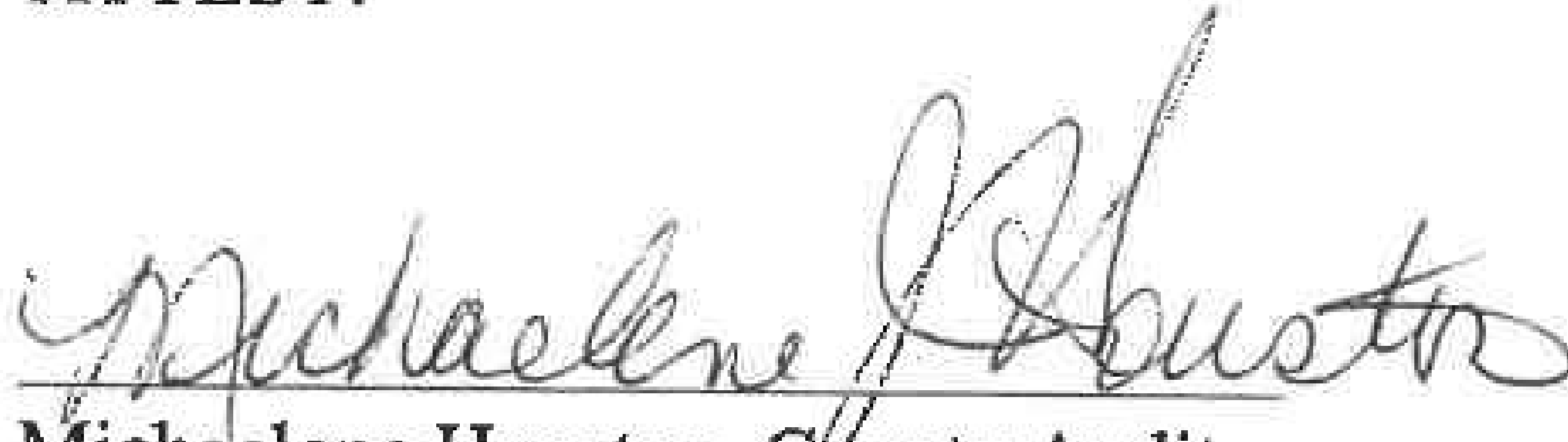
\_\_\_\_\_  
Mike VanDeMark, Commissioner

 4/21/25  
Don Binkley, Commissioner

\_\_\_\_\_  
Don Binkley, Commissioner

**STARKE COUNTY PLANNING COMMISSION  
53 EAST MOUND STREET  
KNOX, IN. 46534  
574-772-9133**

ATTEST:



Michaelene Houston, County Auditor

Prepared by:

Mary Beever

Starke County Planning Commission Administrator and;  
Floodplain Administrator



# STARKE COUNTY, INDIANA

## Starke County Highway Department

### MVH Restricted /Policy and Procedures

#### Policy Statement

This policy was created for the review process for MVH Restricted procedures regarding payment for payroll and claims for the Starke County Highway Department.

#### Purpose

The purpose of this policy is to provide sufficient internal control procedures for payments made from the MVH Restricted Fund, towards payroll and claims for qualifying projects arising in Starke County from year-to-year, as is necessary for the health, safety, and welfare of its citizens and the general public.

#### Audience

The individuals that will be affected by this policy will be the Starke County Highway Department as a whole, including Highway Maintenance Workers, Office Manager(s), Asset Manager(s), and the Starke County Highway Superintendent.

#### Policy Implementation

The detailed steps for this policy implementation will be as follows:

1. Each Highway Maintenance Worker is required to fill out a **Daily Work Form** which details the work the driver completed for the day, the location of the work, and if any aggregates, equipment, or other tools were used in the completion of each project or work order.
2. The **Daily Work Form** will then be reviewed by the Asset Manager of the Department and will record any payroll time, aggregates, equipment, or other tools were used by that employee, as it relates to Construction, Reconstruction, and Preservation. These items will be kept in a spreadsheet for MVH Restricted use only.
3. The **Daily Work Form** will then be given the department's Superintendent who will review the items marked by the Asset Manager regarding MVH Restricted use and will also make additional comments on each **Daily Work Form** pertaining to the MVH Restricted work done.





# STARKE COUNTY, INDIANA

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3. The **Daily Work Form** will then be given the department's Superintendent who will review the items marked by the Asset Manager regarding MVH Restricted use and will also make additional comments on each **Daily Work Form** pertaining to the MVH Restricted work done.

4. The **Daily Work Form** will then be given back to the Asset Manager for review to make sure there are no additional items that need to be noted within the spreadsheets that are kept for MVH Restricted.

5. The **Daily Work Form** will then be given to the Office Manager who will review the items marked as eligible for MVH Restricted and enter those items onto a separate spreadsheet that is kept for the Highway Department's Annual Financial Report, due every year on July 1<sup>st</sup>. The office manager will then create the payroll vouchers and claim voucher payments according to what is eligible to be paid from MVH Restricted.

## **Contacts**

The following Starke County Highway Department Superintendent can address questions regarding this Policy:

Rachel Oesterreich, Superintendent phone: 574-772-3011, roesterreich@starke.in.gov


## **History**

This is a new policy in accordance to the Indiana State Board of Accounts and their request for the policy as well as the implementation of the policy.

Approved by Starke County Board of Commissioner's on April, 21, 2025

\_\_\_\_\_  
Charles Chesak, President

 4-21-2025  
\_\_\_\_\_  
Mike VanDeMark, Vice-President

  
\_\_\_\_\_  
Don Binkley, Member

## **Memorandum of Understanding**

Between Starke County Health Department and Saint Joseph Health System.

The Starke County Health Department mission is to promote and preserve the health of Starke County residents and visitors through disease prevention; healthy lifestyle promotion; safe food and a safe environment. One of the ways of achieving these goals is to partner with Saint Joseph Health System's Breathe Easy of Marshall County Alliance (BEMCA). SCHD wants to promote a smoke-free and vape-free environment in Starke County. We want to promote tobacco/nicotine addiction education program to the youth of Starke County.

Both SCHD and the Breathe Easy Marshall County Alliance receive funding through Indiana Department of Health to conduct commercial tobacco prevention and cessation efforts. Because our goals around commercial tobacco prevention and cessation are aligned, we desire to collaborate and maximize resources. Therefore, this Memorandum of Understanding was designed to create an exchange of information related to educate students on commercial tobacco use, secondhand smoke exposure, vaping and cessation resources between the Starke County Health Department and the Breathe Easy Marshall County Alliance.

As partners, the above-named organizations agree to provide the following:

### **Starke County Health Department**

1. We will utilize the Breathe Easy Marshall County Alliance as a primary resource for providing local health department core services for tobacco prevention and cessation required for Health First Indiana funding. This includes the following:
  - a. The Starke County Health Department will encourage schools and/or school districts in the county to collaborate with the Breathe Easy Marshall County Alliance to implement "You and Me Vape Free" for 4<sup>th</sup> grade students.
2. The Starke County Health Department will offer \$500.00 per school to support the educational program of "You and Me Vape Free" to the schools in Starke County in 2025.
3. The Starke County Health Department will pay for the printing of the t-shirts for the students who participate in the educational program, "You and Me Vape Free".

### **Breathe Easy Marshall County Alliance**

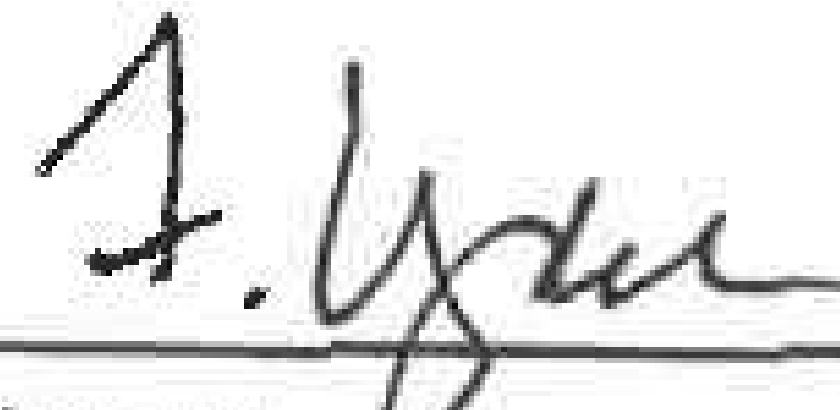
We will provide Starke County Health Department the required SCHD core services for Tobacco Prevention and Cessation, including:


1. The Breathe Easy Marshall County Alliance will implement, "You and Me Vape Free" to all 4<sup>th</sup> grade students within Starke County schools.

THIS UNDERSTANDING shall go in effect March 10, 2025, and be re-evaluated in August of 2025 the beginning of a new school year. At that time, either partner may offer revisions to the agreement.

Starke County Health Department


Saint Joseph Health System/BEMCA

  
\_\_\_\_\_  
Signature  
Frank Lynch, Administrator

  
\_\_\_\_\_  
Signature  
Shawn P. Vincent (Apr 16, 2025 08:53 CDT)

Starke County Commissioner  
By:

Shawn P. Vincent, Regional CEO  
Printed

  
\_\_\_\_\_  
Charles Chesak, President





## COST PER IMAGE AGREEMENT

GREATAMERICA FINANCIAL SERVICES CORPORATION  
PAYMENT ADDRESS:  
PO BOX 880831, DALLAS TX 75288-0831

AGREEMENT NO.: 3129932

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **Starke, County of**

ADDRESS: **53 E Washington St**

**Knox, IN 46534-1193**

VENDOR (VENDOR IS NOT OUR AGENT AND IS NOT AUTHORIZED BY US TO ACT ON OUR BEHALF OR TO WAIVE OR ALTER ANY PROVISION OF THIS AGREEMENT)

**Kemps Office City**

**La Porte, IN**

### EQUIPMENT AND PAYMENT TERMS

☐ SEE ATTACHED SCHEDULE

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
1 Konica Minolta bizhub C3351i Copier	<input type="checkbox"/>						
1 Konica Minolta bizhub 551i Copier	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
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	<input type="checkbox"/>						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)				5,833	1,260	.01430	.08000

EQUIPMENT LOCATION: **As Stated Above**

METER FREQUENCY: **Annually**

TERM IN MONTHS: **60**

MONTHLY BASE PAYMENT AMOUNT\*: **\$394.03** (\*PLUS TAX)

PURCHASE OPTION\*: **Fair Market Value**

### CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF IOWA. ANY DISPUTE WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN LINN COUNTY, IOWA. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

### CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING WHEN WE EXECUTE THIS AGREEMENT AND PAY FOR THE EQUIPMENT.

(As Stated Above)

CUSTOMER

SIGNATURE

PRINT NAME & TITLE

DATE

OWNER ("WE", "US", "OUR")

**GreatAmerica Financial Services Corporation**

OWNER

SIGNATURE

PRINT NAME & TITLE

DATE

## ADDITIONAL TERMS AND CONDITIONS

**AGREEMENT.** You want us to now pay your Vendor for the equipment and/or software referenced herein, excluding equipment marked as not financed under this Agreement ("Equipment") and the amounts your Vendor included on the invoice to us for the Equipment for related installation, training, and/or implementation costs, and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$125.00. If we do not receive by the due date, at the remittance address indicated on your invoice, any amount payable to us, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less.

**NET AGREEMENT.** THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

**IMAGE CHARGES AND OVERAGES.** You are entitled to make the total number of images shown under Image Allowance (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree to provide us or the Vendor with the actual meter readings on any business day as designated by us or the Vendor, provided that we may estimate the number of images used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. You agree that the Base Payment Amount and the Excess Per Image Charges may be proportionately increased at any time if Vendor's estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 10% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges.

**EQUIPMENT USE.** You will keep the Equipment in good working order, use it for business purposes only, not modify or move it from its initial location without our consent, and bear the risk of its non-compliance with applicable laws. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

**VENDOR SERVICES.** Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience. You will look solely to your Vendor for performance under any such arrangement or to address any disputes arising thereunder.

**SOFTWARE/DATA.** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

**NO WARRANTY.** WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

**ASSIGNMENT.** You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

**LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. This indemnity will survive the expiration of this Agreement. In no event will we be liable for any consequential or indirect damages.

**INSURANCE.** You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

**TAXES.** We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

**END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) we receive written notice from you, at least 30 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

**DEFAULT/REMEDIES.** If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us interest on all past due amounts at the rate of 1.5% per month, or at the highest rate allowed by applicable law, if less.

**UCC.** You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

**MISCELLANEOUS.** This Agreement is the entire agreement between you and us relating to the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is either (a) the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature or (b) the copy of this Agreement executed by the parties and controlled by us or our assignee or custodian in accordance with the Electronic Signatures in Global and National Commerce Act or any similar state laws based on the Uniform Electronic Transactions Act and other applicable law as electronic chattel paper under the UCC. Upon execution, the parties agree to be bound to the terms hereof regardless of the medium or format in which this Agreement is maintained or controlled. If any provision of this Agreement is unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date, and acknowledge that if your Vendor filled in any blanks above, they did so on your behalf. All other modifications to the Agreement must be in writing signed by each party.

## APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

## Enrollment and Attendance: Who is attending and how often?

**309**

Students enrolled in SCYC afterschool, summer, or enrichment programs

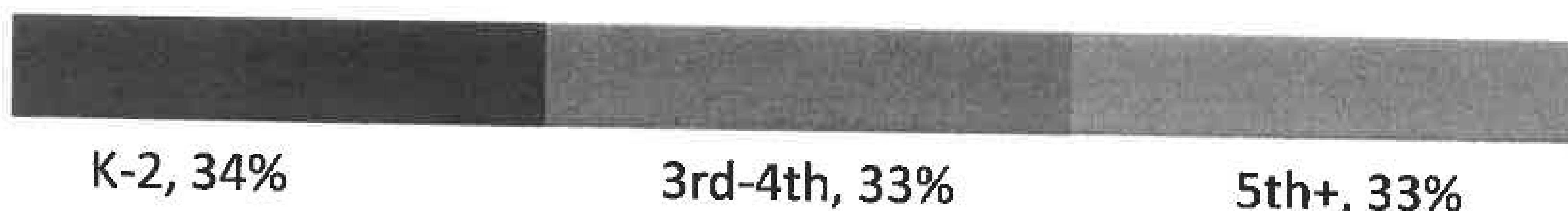
**65%**

of students attended the afterschool program for 45 days or more in 2023-2024

**50%**

of participants qualify for Free or Reduced Lunch

## Grade Level Enrollment



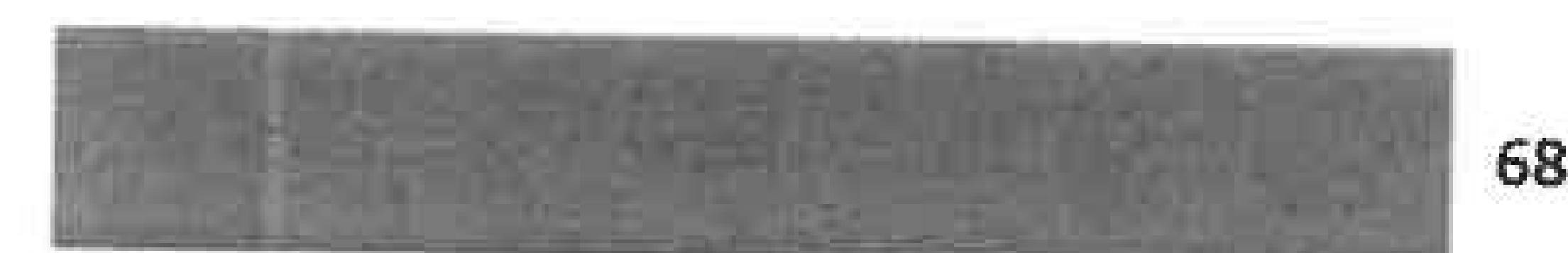
## Academics: Have students improved their academic performance?



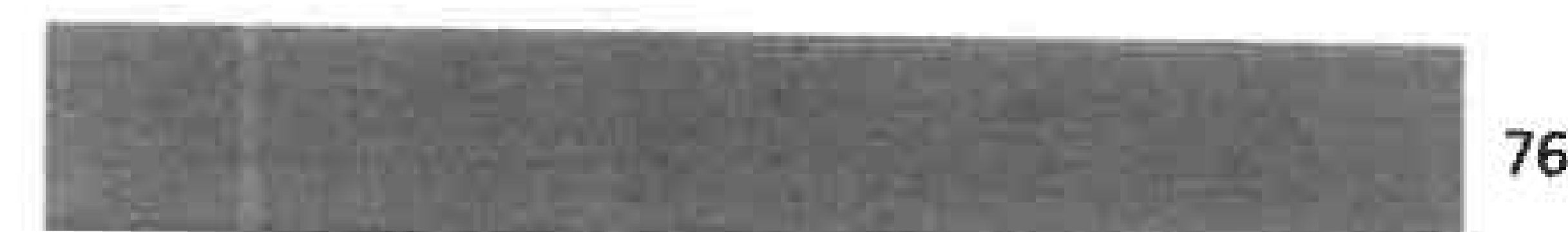
80% of participants earned a B or better or improved their grade in math and 79% in English / Language Arts

## Social-Emotional Learning: What skills and impacts are kids gaining?

Feel less stress



Feel more confident



Get along with others



## Youth and Families: What do they say about Club?

Goals:	Results
Young people like the program.	89%
Youth report SCYC helps them make healthy choices.	86%
Youth report SCYC helps them get homework done.	90%
Youth report SCYC helps them work out their problems.	75%
Families think Club is safe for their child(ren).	99%
Families report that SCYC helps with their child's self esteem.	87%

## Resilience:

**74%** of students say Club helps them feel happy even when things are hard.

