

BE IT REMEMBERED THAT, The Board of Commissioners of the County of St. Joseph met in a regular session in the County City Building on February 2, 2016 at the hour of 10:00 a.m. (EST) at which time in the following members were present: Andrew Kostielney, Dave Thomas, and Dr. Deborah Fleming D.M.D. were present.

**PLEDGE OF ALLEGIANCE**

The minutes of the last meeting were unanimously approved.

Michael J. Hamann, County Auditor, was present and recorded the minutes of the meeting.

**OPENING AND READING OF BIDS ON:**

Request for proposals for electronic pollbooks

Robis Elections, Inc.  
Wheaton, IL

KNOWiNK  
St. Louis, MO

VR Systems, Inc.  
Tallahassee, FL

Dr. Fleming moved to accept the above bid for further study and review.  
Motion seconded by Mr. Thomas.  
Motion adopted by a 3-0 vote.

**REPORTS AND REQUESTS FROM:**

COMMISSIONERS

**A)**  
IN THE MATTER OF APPROVING  
THE ACCOUNTS PAYABLE DOCKETS

Dr. Fleming moved to accept the Accounts Payable Docket as read and outlined.  
Motion seconded by Mr. Thomas.  
Motion adopted by a 3-0 vote.

**B)**  
IN THE MATTER OF APPROVING  
THE CONSENT AGENDA.

Permission was requested to approve the following consent agenda:

<b>Settlement Request</b>	
<b>Department</b>	<b>Description</b>
County Highway Dept.	Approval of Separation Agreement and General Release

<b>Surplus Requests</b>	
<b>Department</b>	<b>Description</b>
Area Plan	Five Obsolete Dell Computers and Two Monitors
County Clerk	One File Cabinet, Two Typewriters, Seven Monitors, One Scanner
Highway Dept.	Three Ingersoll Rand Impact Wrenches

<b>Travel Requests</b>		
<b>Department</b>	<b>Description</b>	<b>Cost Estimate</b>
Adult Probation	January 21, 2016 / Elkhart, IN	\$18.00
Adult Probation	February 9, 2016 / Indianapolis, IN	\$55.00
Adult Probation	March 11, 2016 / Indianapolis, IN	\$186.00
County Parks	February 12, 2016 / Indianapolis, IN	\$20.00
Prosecuting Attorney	March 7-11, 2016 / Indianapolis, IN	\$525.00
Public Works	March 8-9, 2016 / West LaFayette, IN	\$930.00
Sheriff	March 7-11, 2016 / Indianapolis, IN	\$1220.00
Sheriff	February 17-19, 2016 / Indianapolis, IN	\$1031.00
Sheriff	February 8-12, 2016 / Plainfield, IN	\$555.00
Treasurer	March 2, 2016 / Plainfield, IN	\$333.03

Motion was made by Dr. Fleming to accept the consent Agenda.  
 Motion seconded by Mr. Thomas.  
 Motion adopted by a 3-0 vote.

**C)**  
 IN THE MATTER OF APPROVING  
 HUMAN RESOURCE APPEAL #1

Troy Scott, R&R Benefits, 1251 N. Eddy St.  
 Mr. Scott says this claim after receiving all documents and discussion is to deny this claim.

Dr. Fleming moved to accept the above request.  
 Motion seconded by Mr. Kostielney.  
 Motion adopted by a 2-1 vote.

**D)**  
 IN THE MATTER OF APPROVING  
 HUMAN RESOURCE APPEAL #2

Troy Scott, R&R Benefits, 1251 N. Eddy St.  
 Mr. Scott says this claim after receiving all documents and discussion is to deny this claim.

Dr. Fleming moved to accept the above request.  
 Motion seconded by Mr. Kostielney.  
 Motion adopted by a 2-1 vote.

**E)**  
 IN THE MATTER OF APPROVING  
 AN APPOINTMENT TO THE  
 ST. JOSEPH COUNTY PUBLIC  
 LIBRARY BOARD

Dr. Fleming nominates Alan Feldbaum.  
 Motion seconded by Mr. Thomas.  
 Seeing no other nominations.  
 Motion adopted by a 3-0 vote.

**F)**  
 IN THE MATTER OF APPROVING  
 A CONTRACT FOR ANIMAL

CONTROL AND SHELTER SERVICES

Dr. Fleming makes a motion to table the above matter.

Motion seconded by Mr. Thomas.

Motion adopted by a 3-0 vote.

ADD ON:

IN THE MATTER OF APPROVING  
THE SELECTION OF EXECUTIVE  
DIRECTOR FOR THE PUBLIC SAFETY  
COMMUNICATIONS CONSORTIUM  
OF ST. JOSEPH COUNTY

Resolution 01-2016 was passed by the PSAP operations board and the PSAP executive board. There were two recommendations:

1) The organizational structure of the PSAP should be changed to have an Executive Director, a Deputy Director of Technology and a Deputy Director of Operations, a Police Manager and a Fire Manager.

2) The OPS Board recommends to the Executive Board the employment of Brent Croymans as Executive Director and James Lopez as Deputy Director of Operations.

In reference to recommendation one we could pass this in agreement but it would need to have action taken by the St. Joseph County Council to fund and pass those positions. Counsel is consulted as to whether action should be taken on this issue. Counsel says this should be dealt with by the County Council and its attorneys.

Dr. Fleming moved to have the above matter turned over to Pete Agostino and the County Attorney's to move forward with option one as read and outlined.

Motion seconded by Mr. Thomas.

Motion adopted by a 3-0 vote.

In reference to option two we can take action on the recommendation of Brent Croymans but as to James Lopez that position has not been created as of yet and will have to be dealt with by the County Council.

Steven Cox, Fire Chief and President of the PSAP Operations Board

Mr. Cox says he comes here today to support that recommendation. The board voted 7-0 for the recommendation of both individuals.

Correction on the voting it was 7-0 on the first resolution and 6-1 on the second.

Mr. Thomas commends the board for their recommendations.

Sheriff Michael Grzegorek, 401 Sample St.

Sheriff Grzegorek also gives his recommendation for these individuals.

Mr. Kostielney also commends the board and all individuals.

Dr. Fleming moved to recommend that Brent Croymans be appointed as Executive Director as read and outlined.

Motion seconded by Mr. Thomas.

Motion adopted by a 3-0 vote.

Dr. Fleming moved to approve the hiring of Jim Lopez as read and outlined.

Motion seconded by Mr. Thomas.

Motion adopted by a 3-0 vote.

IN THE MATTER OF APPROVING  
TO APPLY FOR A 12 MONTH  
ONE-TIME VOCA GRANT

It is requested to apply for a 12 month one-time VOCA grant 4907 in the amount of \$14937.00. The grant provides funds for the purchase of computer and furniture within the Prosecutors Office. A portion of the grant will be used to furnish the Prosecutors

witness room located in the new 3<sup>rd</sup> floor courtroom. A 20% local match is required for all VOCA grants and a \$3734 in kind match is included in the Prosecutors 2016 budget.

Dr. Fleming moved to accept the above request as read and outlined.  
Motion seconded by Mr. Thomas.  
Motion adopted by a 3-0 vote.

**BOARD OF PUBLIC WORKS:**

<b>Development / Subdivision Requests</b>
<b>Description</b>
<b>Amended Irrevocable Letter Of Credit, Fernwood Subdivision, Phase Three</b>
<b>Amended Irrevocable Letter of Credit, Cloverleaf Farms Subdivision, Section III</b>
<b>Amended Irrevocable Standby Letter of Credit, Inverness Woods Subdivision Section One</b>

<b>Special Event Requests</b>
<b>Description</b>
<b>Northern Indiana Ride for Kids / Sunday, June 26, 2016</b>

<b>Traffic Regulatory Requests</b>
<b>Description</b>

<b>Project Completion Requests</b>
<b>Description</b>

Motion was made by Dr. Fleming to accept the consent Agenda.  
Motion seconded by Mr. Thomas.  
Motion adopted by a 3-0 vote.

A)  
IN THE MATTER OF APPROVAL  
OF A SERVICE AGREEMENT-  
ENFOCUS VUEWORKS  
RESOURCE MANAGER  
IMPLEMENTATION AND  
FACILITY & SERVICE IMPROVEMENT  
STUDY

This agreement outlines the project descriptions, timeline, deliverables and billing milestones. The agreement builds on the past implementation of the VUEWorks software to improve data driven management for budget forecasting. EnFocus will train personnel and evaluate success through a pilot implementation program. EnFocus will also perform a GIS analysis of service response times and a condition assessment of garages. Program goals include optimizing resources to enhance public service and improve service response times. EnFocus will perform these services for a fee of \$45000.00.

Motion made by Dr. Fleming to accept the recommendation of the Department of Public Works in reference to the above request as read and outlined.  
Motion seconded by Mr. Thomas.

Motion adopted by a 3-0 vote.

B)  
IN THE MATTER OF APPROVAL  
OF A CONSTRUCTION ENGINEERING  
SERVICES AGREEMENT-MCKINLEY  
HIGHWAY AT ASH ROAD INTERSECTION  
IMPROVEMENT, DES NO 1400296

The contract outlines the responsibilities of each party and establishes a not to exceed amount of \$822505.00 for the services rendered. All payments are based on actual work performed and the total contract will not exceed 12.5% of the project final construction cost.

Motion made by Dr. Fleming to accept the recommendation of the Department of Public Works in reference to the above request as read and outlined.

Motion seconded by Mr. Thomas.

Motion adopted by a 3-0 vote.

**OLD BUSINESS:**

IN THE MATTER OF APPROVING  
EMPLOYEE PARKING AGREEMENT  
WITH MAIN STREET/WAYNE  
STREET PARKING GARAGE

Dr. Fleming moved to untable the above request as read and outlined.

Motion seconded by Mr. Thomas.

Motion adopted by a 3-0 vote.

Bill Schalliol, Economic Director, offices on the 11<sup>th</sup> floor.

Mr. Schalliol says this is an employee parking agreement for the parking facility on Main and Wayne Street. This agreement is both an economic development proposal as well as an employee county benefit proposal. The economic aspect of this is that we were approached by a local real estate firm as a partner who is looking to buy the parking garage. This parking garage has been owned by an out of state firm. The local firm is looking to purchase the parking garage. We presented to them that we were interested in acquiring some employee parking spaces. It seemed like an opportunity to pair a couple of different project elements together. By the parking garage having local control, issues of repairs and upgrades are more controlled. The economic perspective proposal is that the county would buy in for a period of ten years and as part of buying into the redevelopment in the acquisition of the garage the county would receive 176 parking spaces in the garage structure which it could use them to provide employees with parking. Currently the county only owns 33 parking spots west of the county city building available to county employees. These 176 spaces provide for employees to be centrally located as far as parking. It also would give employees spaces that are below market rate. There are two different documents in this proposal. One is the employee parking agreement. Before we had a parking agreement the county through the HR and the Commissioner's office put together a parking survey. This was to see where they parked, how much they paid, who pays for it and is it payroll deducted. We also did a survey to see how many would be interested in parking in the structure. Currently there are over 30 employees parking there. The estimates that we have are in the 150s or 160s for those who would like to park there. We don't have a formal plan for how parking could be released to employees yet.

Counsel says that the ten year commitment sounds as if it is part of the negotiations of the agreement as far as rates and everything else as far as the county needs to make this ten year commitment. The County doesn't typically enter into these types of long term agreements for such things without the ability to have an escape clause of some kind but in this case it sounds as if since it is an economic development project this was a negotiated item reflected in the rates and other consideration offered to the County is that correct?

Mr. Shalliol confirms this.

Mr. Thomas says that two agreements were referenced, parking lease agreement and is the other the monthly parking agreement.

Mr. Shaloli says yes. So as part of the contract between the parker and the parking entity they would be required to fill out a monthly parker's agreement.

Mr. Thomas states that he does have some outstanding questions for you and you have no formalized plan as you said to release this to employees. So with that being said at this time I cannot support a ten year contract putting the county on the hook for nearly \$800000.00. I am not saying I am against this project I am just against untabling it at this time until all these issues are addressed.

Mr. Shaloli says some of your questions are related to the maintenance or improvements and management to the garage, Rudy Yakim from the Bradley Company is here to answer questions.

Mr. Thomas says he would love to discuss this in a working session with both of them but not at a public meeting.

Mr. Kostielney asks if the current 30 spaces by county employees is under the roof or out.

Mr. Shaloli says they are out the only ones under are in the parking garage.

Mr. Kostielney says that the plan on how it was going to be released was intentionally not decided because there was some conversation as to do we let that all for employees, do we leave some for the public.

Phil Dotson, County Recorder, offices on the 3<sup>rd</sup> floor.

Mr. Dotson asks how much it is going to cost the county.

Mr. Thomas goes over some of the charges such as lost passes, parking in the wrong spots things such as this.

Motion made by Dr. Fleming to accept the parking lease agreement as read and outlined.

Motion seconded by Mr. Kostielney.

Mr. Kostielney states that Mr. Thomas has raised some concerns about some items being opened and not worked through. We talked very briefly before that meeting and felt that most of those issues had been worked through to the point of being comfortable and moving forward is that your recommendation

Mr. Shaloli says yes that is his recommendation. I still think there are some things we can do to address Mr. Thomas' concerns and questions. We also have to work through how to put the spaces into the pool for the employees. Once we get this first piece done it allows for the others to fall into place.

Counsel clarifies that there are two agreements, the parking license agreement and then the agreement that will be executed by the employees.

Mr. Shaloli says that is correct.

Counsel asks if approval for both agreements is what is being asked for or is it just critical to have the license agreement in place.

Mr. Shaloli says it would be beneficial if both documents were approved.

Mr. Thomas says that according to the survey some people are paying as low as \$18 so is it wise to pay \$32.50 a month.

Mr. Shaloli says having parked in the \$18 lot those lots are up for acquisition and once they are acquired that rate will be raised.

Mr. Thomas says but since you don't own those lots you don't know that.

Mr. Shaloli says that is correct.

Mr. Thomas asks if these number were just arbitrarily picked out.

Mr. Shaloli says no it was all by employee input.

Mr. Thomas asks about insurance. We are partially self-insured how would that play out?

Mr. Shaloli points out the reference that the county is self-insured in the lease agreement.

Mr. Thomas asks if there is any insurance to the people that park there if something were to happen to their car.

Rudy Yakim, Bradley Company, 51610 Village Greenway parkway.

Mr. Yakim says no there is no insurance to cover that it is the same as if you parked on the street.

Mr. Thomas asks about miscellaneous provision N 1 and asks about the county being able to sublet to other departments or government entity.

Mr. Yakim says that it says the rights cannot be transferred so I would assume, I am not an attorney, but it says it cannot transfer its interest to a third party. I would assume that to mean that it is not assignable the contract is not assignable. In terms of how you handle that on your internal departments the county is the main lessee, lessor. How you decide to handle that is entirely up to you.

Mr. Thomas goes on to read more of the provision. So the owner can sell and have freedoms but the utilizer would not have such freedoms.

Mr. Yakim says that is correct. It is common in a commercial real estate contract that the owner must have the right to sell it.

Mr. Thomas says in reference to the ten year lease I don't think I have ever seen in all my years a contract without an out clause.

Mr. Yakim says there are two reasons for the ten year lease, one being able to negotiate a favorable rate for the county and two from the owners perspective to procure the financing and to do everything they needed to do they need to have a ten year lease.

Mr. Thomas asks if the county would be restricted to the top two floors.

Mr. Yakim say yes with unrestricted access and no other parkers up there.

Mr. Thomas says so anyone utilizing this would have to drive up five or six floors and then back down five or six floors and the building is still under construction.

Mr. Yakim says that is correct that is how a parking garage works. The construction has been started for improvements. New concrete will be on the top floor. There has been a phase in process for the workers so that these improvements can be completed.

Mr. Thomas says that the top floor has no protection from the elements just as outdoor parking.

Mr. Yakim says that is correct but how the county handles that can be done by open parking, or assigned spots, or a combination of both. That will be up to the county.

Mr. Thomas asks if you are an employee paying \$18.00 why would you want to park two blocks away and pay \$32.50.

Mr. Kostielney says that is an internal question. That only accommodates 30 people. We have been looking for a long time to find parking to provide for our employees. There are some who go out every two hours to move their car for parking. This will make it safer.

Dr. Fleming states that one of her concerns is for the women who are walking a long way, tripping over ice and being in a potential area where they could be attacked so I am in favor of this for the safety of our employees and economic growth of the city.

Mr. Thomas says he too is for economic growth and helping our employees. At this time with a ten year lease from the way I read this if only 100 spaces are utilized we are still responsible for 176 spaces.

Mr. Shalliol says that is correct. It is an economic incentive. This is a little different we are buying into the facility so we get a direct benefit back from our investments.

Mr. Thomas asks who does.

Mr. Shalliol says the county would get a tangible benefit. This is in the cities TIF district so the county would not receive the benefit because it is in the city TIF district but the county would be getting the parking spaces. The \$18 lot is three blocks away, the current rate at this garage is \$50.00 and we will get it for \$32.50 with increases over time.

Mr. Thomas says he would like to see a better plan. Isn't this just a shift in what parking vendor we pay?

Short discussion held on the repairs of the garage again and the economic benefits.

Mr. Thomas says he does not want to create more work for the HR or payroll departments with payroll deductions for staff. We would basically be the bill collector for that vendor and there could be issues with people coming and going charges for parking in wrong spots, charges for lost passes etc. This would be a burden on the already overworked staff. Mr. Yakim would your group be willing to at least put in an out clause and not so strict on the ten year clause and only bill us for the spots utilized not all 176.

Mr. Yakim says speaking to the owner by the way they had to purchase the garage I do not believe they are willing to do that do to the capital they have invested in this project. The intention of the spaces was that an internal survey would be done and that those spaces would be able to be filled.

Mr. Thomas asks if he would be confident in speaking for the owners on that issue.

Mr. Yakim says he is fairly certain that they would not be willing to do this.

Mike Hamann, County Auditor, offices on the 2<sup>nd</sup> floor.

Mr. Hamann says in reference to the payroll aspect my office will be happy to facilitate it.

Mr. Kostielney says this contract has been around for several weeks and apologizes for the long discussion that could have been done prior to this.

Mr. Thomas makes note he received this contract on Friday and did his study over the weekend asked questions yesterday and it is today.

Motion adopted by a 2-1 vote.

The next agreement is the employee parking agreement.

Dr. Fleming moves to approve the form of agreement as read and outlined.

Mr. Kostielney seconds the motion.

Motion adopted by a 2-1 vote.

**PUBLIC COMMENTS: None**

There being no further business to come before the Board at this time, Mr. Kostielney asked for a motion to recess, Dr. Fleming so moved, seconded by Mr. Thomas. Meeting recessed by a 3-0 vote.

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ST. JOSEPH COUNTY COMMISSIONERS