

**PORTER COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING
TUESDAY, FEBRUARY 5TH, 2019
10:00 A.M.**

(The entire meeting is available to watch on the Porter County website.)

The Regular meeting of the Porter County Board of Commissioners convened at 10:00 a.m. on Tuesday, February 5th, 2019 in the Commissioners' Chambers of the Administration Center.

Those present were: Commissioners Jeff Good, Laura Blaney, Jim Biggs, County Attorney Scott McClure; Administrative Assistant Melanie Massey and Recording Secretary Kathy Merle.

Call to Order/Pledge

Com. Good, Good Morning this the Porter County Board of Commissioners' meeting on Tuesday, February 5th, 2019.

CONSENT AGENDA

Approval of Payroll – January 25th, 2019.

Approval of Claims – January 24th, 2019.

Weights and Measures Monthly Report Filed for Dec. 16th, 2018 to Jan. 15th, 2019.

MEMORIAL OPERA HOUSE – SCOT MACDONALD, DIRECTOR

1. Madeline Bogathy – Artistic Services Agreement.
2. Angela Heid – Artistic Services Agreement.
3. John Peluso – Artistic Services Agreement.
4. Christopher Haddad – La Cage aux Folles – Artistic Services Agreement.
5. Deborah Trembicki-Haddad – Artistic Service Agreement.
6. Echoes of Pompeii – Venue Rental Agreement.
7. Christopher Haddad – Shrek the Musical – Artistic Services Agreement.
8. Dan Huston – Artistic Services Agreement.
9. Bryan Sanoshy – Artistic Services Agreement.
10. Stephanie Reeder – Artistic Services Agreement.
11. Patrick Jansen – Artistic Services Agreement.
12. Chris Lauer – Artistic Services Agreement.
13. Nick Dejarlais – Artistic Services Agreement.
14. Jennifer Nelson – Artistic Services Agreement.
15. Joe Villani – Artistic Services Agreement.
16. Anna Anderson – Artistic Services Agreement.
17. Mark Webster- Artistic Services Agreement.
18. Chris Stalbaum – Artistic Services Agreement.
19. Madolyn Woodruff Hedin – Artistic Services Agreement.
20. Chris Haddad – Artistic Services Agreement - Orchestra.
21. Jordyn Romersberger – Artistic Services Agreement.
22. Bethany Borgo – Artistic Services Agreement.

Com. Blaney, moved to approve, Com. Biggs, second, motion carried.

NEW BUSINESS

Com. Good, I would just like to make an announcement. About 15 minutes after the last Commissioners' meeting I became a first time Grandpa. I think that is real important to let people know. County business keeps on moving but I'm a Grandpa.

COMMISSIONERS

R.E. Sutton C/O Tony Bontrager– Employee Health Insurance Renewal.

Mr. Bontrager, Good morning and congratulations. Obviously we made some pretty big changes last Spring so we are coming up to the first renewal since those changes have been in place overall I think it is going really really well and it continues to continue to look better on going. We will have some recommendations moving forward and a few things after we get that first full year under our belt and all of the prior claims out of our experience period. We will really be able to start diving into the data a little bit better. Right now we're trying to pull data from two sources and the prior source is a little bit harder to get data from and match up. With that everything is tracking really well along those lines. If you flip that packet opened the very first page in there is a comparative report looking at calendar year 2017 compared to calendar year 2018. So obviously in 2018 we've got January, February and March of 2018 that you were still with the prior set up with BAS and INETICO that is still part of that kind of experience period but those are starting to filter out. We should have January claims in about any day now. What this report really tries to look at is on a rolling 12 month basis what trends are we seeing on an aggregate basis. If you look down at the bottom in yellow and green and I will make some other notes as well. It will show the averages of the per employee per month, PEPM. You can see your enrollment is up 1.7% that is pretty good. Slow steady growth is good. Collecting a good risk pool. You can see on average we've got 546 versus in the prior 12 months we have 537. That is the number of employees on the plan. The next couple columns show your max and expected claims. Then your medical claims, these are actual gross paid medical claims. Your medical claims, these are actual gross paid medical claims are down 7.2%. You're prescription is up at 5.5% right now and dental is down 16.5%. You can see that adjustments column that was something that you had with BAS and some different things in that contract that were made you can see that is zeroed out right now. Claims over specific, we don't currently have anyone in the current contract that has hit the specific stop-loss and so when you add together all of your claims, subtract out the claims over specific stop-loss you can see your net medical and RX Claims are down a half percent so when you blend all of that out really that is flat. Really overall minus a half percent I would consider its pretty flat.

Atty. McClure, Correct me if I'm wrong I think the important part here is that we're looking at claims paid. We're zeroing in on the last 9 or 10 months but to be clear those months include past claims from BAS.

Mr. Bontrager, Correct.

Atty. McClure, So I know that is confusing to most but at the end of the day we're still probably another....when we sit here next year at this time we won't have the interference with the numbers of those lagging BAS claims through INETICO.

Mr. Bontrager, Correct and I tried to filter that out and a couple of other columns as well and I made some notes on mine that I will go over. Year over year even including those 3 months when you look at that report those were some pretty big months January, February and March with BAS so that is tainting your current 12 months too. This is a side note that I had an average from April through December is just over \$604,000.00. An average month in your last contract was \$714,000.00. So if you try to isolate some of that your new contract versus the old and not blend them together it's down 15%. It is kind of getting tainted with those last few months from your prior contract. You can see that percentage of expected column and again as we go through the renewal I will talk a little bit about it too. Look at your last 2 or 3 years under the prior set up we pay attention to it. It's a projection but that is what you use to budget on as well. You are continually coming in over expected. So essentially stop-loss and everything was being done it was artificially lower as far as what your expected costs were going to be. You're running about 95% of what is expected under your current contract. Meaning your projections now are becoming much more accurate as opposed to low balling it in to make it look better on paper than what it probably is going to end up being. So that is just as we've looked over the last few years you were continually coming in over what was project.

Atty. McClure, And that was about 115% of projected it's on the average and now we're running about 95 and we're still (Inaudible) 9 or 10 months in, but there is a 20% swing on big numbers.

Mr. Bontrager, Correct in the current contract. The next column there is the estimated fix costs. You can see the fix costs are down about \$120,000.00 and in the prior 12 months it was just under \$1.1 million and we're at about \$980,000.00 in the most recent 12 months so that is 12.3% decrease and we're saving on the claims as well as the fixed costs as well. When you blend everything together in total costs we're down 2.4% but again you can see the January, February, March those are pretty hefty months up top. As those filter out that number will become better. The year to date cost that is looking at contract year to date the far right column. If you look at December of 17 it's taking in total what the first 9 months of that contract was at \$699,500,000.00 versus the current contract the first 9 months is at \$6,340,000.00. Contract year to date again if we're isolating the contracts and not blending them together we're \$600,000.00 better of through December than what we were the prior 9 months. Overall again things are trekking really well since that renewal of April 1st, 2018. They will continue to do that as we get that backed end pushed out. Does that report make sense? There is a lot there but it is a very high level aggregate report. Again as we get more data from UMR and everything you will start to see a little bit more detail of what the claims entail but it just gets skewed a little bit in a short time frame too. Any questions on that?

Ms. Downing, Were the claims cost from BAS were they adjusted for the stop-loss reimbursements?

Mr. Bontrager, Yes the claims over specific those are all adjusted for the stop-loss reimbursements.

Ms. Downing, Okay that's great thanks.

Mr. Bontrager, Yes those get subtracted out so if there is a large claim on this report we pull out the claims that were over that threshold.

Com. Good, So the good news here is we're trending down and these are the numbers even before we have any of the clinic results that we started January 1st. With the clinic and the hopes that our employees will start going to that should continue to march those numbers down.

Mr. Bontrager, Correct.

Com. Good, Depending on the take of the clinic correct?

Atty. McClure, I think the one up number we had was prescriptions and that was a 5.5% increase?

Mr. Bontrager, Yes.

Atty. McClure, The clinic will if utilized should have a direct impact on those prescriptions. They should on claims also but directly on the prescription costs.

Mr. Bontrager, Correct.

Com. Good, I see on your spreadsheet when you get into adjustments and claims over specifics ever since we switched over from INETICO to UMR we're now showing zeros in that category. We're not having a ton of adjustments and accounting work that is going on all of the time. This new plan will sort of clean a lot of that up.

Mr. Bontrager, Yes it is a little bit more straight forward. Those adjustments came in because they were depending on the negotiation and where those negotiations were done.

Com. Blaney, And that is how that was set up. We were expecting that.

Mr. Bontrager, Yes, it was built in prior but it's a little more straight forward.

Com. Good, But with those zeroes what that does it gives us much more confidence in our ability to budget which should help the Council and all other entities that tie into this. That is a big thing. I know it doesn't sound like that but we're starting to hone in on not only reducing the cost but also.....

Com. Blaney, It made things lag and drag out also.

Atty. McClure, That is why we're still paying INETICO and BAS claims.

Mr. Bontrager, Yes there was just one settled from 2016. So there is still a lag in its (Inaudible). That will filter out.

Atty. McClure, It is one of the inherent with Cost Plus.

Mr. Bontrager, The next page is a high level summary of benefits that went out last fall and last spring as well. The next part at the top the Porter County Government Health Plan Cost Comparison this is your medical and prescription drug summary. This gets detailed line by line. If you think of this from a budgeting perspective this is looking at what are the expected costs of running the medical and prescription drug program for the next contract which is April 1st, 2019 through March 31st, 2020. I'm not going to walk down through line by line all of those line items there. Across the board you can see the total admin. fix costs are really pretty flat. There is a small adjustment in there for a PCORI fee which a health care reform related fee that goes to the federal government. You're not getting anything for it but it is a fee to the federal government that all groups have to pay. You're re-insurance carrier is currently HCC and as you could we did bid this out and received multiple options for you but at the end the day I think they still provided a pretty good option for us. You're specific stop-loss deductible is currently \$150,000.00. You do have what is called aggregating specific deductible and if you look down the contract type 2412 we do adjust to what is called a 3612 so that just means that any claims incurred since 4/1/18 will be included under this stop-loss contract.

Atty. McClure, That is an important tid bit.

Mr. Bontrager, The current renewal HCC initial offer, they came out with an initial offer. We went to market and then you can see how they did adjust their offer just with market feedback and going back and forth and negotiating. The middle column there the HCC firm. The next one renewal UMR Optum. If you zone in on those two those are the two main ones. The other ones didn't come back competitive and or declined to firm up their quote. Specific premium composite is currently 10676. Initial out the door was a 15% increase on that. Through the bid process we were able to get that to actually a 5.9% decrease just based upon market as well you send out the initial renewal and it has more prior data in it. Then you let a month or two go by and you get more updated claims so they are able to firm up. (Inaudible) 120%. Aggregate premium composite is currently 610. (Inaudible) 671. It shows a 10% increase those are fairly small dollars though. The total re-insurance fixed costs if you look at it overall as a package deal you can see HCC is at 10717 which is 5% decrease in stop-loss cost. Optum is at 10514 which is a minus 6.8%. If you go to total annual fixed costs so this is the cost of running the plan. Essentially if no one walks into the doctor's office the next contract this is the cost of having everything reinsured properly. Its' the cost of having UMR all of those types of things. Totaling a fixed cost currently of \$918,000.00 going down to \$881,000.00 which a 4.1% decrease. Optum is 867 so a little bit lower but again their contract isn't quite as strong. It is comparable but maybe not quite as strong as well as if you take into account max costs, max exposure underneath. I think the recommendation from us would be to stay with HCC. Those are total annual fix costs. If you look below that under claim costs, these are the projections from the underwriters as to what we and they think your claims are actually going to be next year. Again this used to be put out and then you were consistently coming in over what was expected. You are going to trail much closer to this in a normal year. That is not to say you're not going to have one year where it spikes back up or it dips way down but generally speaking on average in an average year you're going to trail much closer to this. So you can see the expected claims factor holding flat there with HCC. Up 7% from Optum. So if you go to total expected cost currently \$8,570,000.00. The original renewal \$8,694,000.00 and after the renewal process/negotiation it's \$8,534,000.00 which is a minus .4%. So overall a really flat renewal from a budgeting perspective of what we think.

Again, keeping in mind we still have some of those run out claims as well as well as those first 3 months in your experience period when they are doing those projections. One thing we were able to pick up this year with HCC though as well through the bid process because others had looked at it is a refunding option. Right now with your stop-loss and more stop-loss carriers are starting to offer this. You pay a lot of money to re-insure the plan against a large claim. They are coming out with refund options so if you meet certain targets as far as loss ratios so if you have a good year you can actually be refunded some of that money back. That is good we were able to get that in there, along with that decrease in premium. I was happy to see that they got that in there. It may or may not pay anything depending on the type of year you have but it's in there and it could be money back if you have a good year. Thus far this year you're having a pretty good year so that is good to see. One thing UMR recommends and I agree with there is just a slight change to the plan capping the non-network ambulance at \$25,000.00. Obviously air ambulance you don't really get to choose who you get to pick in that unfortunate situation but there are in some instances where it can be planned out a little bit if they're transferring or something like that. So capping that at \$25,000.00 is a recommendation and I would do that. This is going to come into play few and far between but if its non-network and we see those bills they just jack them way up and then you're held to where you're at. I recommend that minor change. It probably won't come into play but as a recommendation from UMR as well as the stop-loss company. They're starting to see more of that. The next page is your dental. No change at the dental that was a multi-year agreement on that as far as the administration fees so no change there. The next page is the plan renewal consideration where we kind of tie everything together. You can see at the top here your current annual premium generated. This based upon your COBRA rates. I know the County budgets a little bit differently than using the COBRA rates but generally speaking this is also look to see what we should do with COBRA rates. Currently \$9,027,000.00, current expected liability \$8,897,000.00 and that is your medical, prescription and dental. Current max liability \$10,408,000.00. Underneath that you can see renewal expected liability. If you go to the UMR HCC column \$8,862,000.00 so again dropping down just a little bit there. Overall your funding is really solid, your COBRA rates are solid so I would recommend no change to your COBRA rates, your funding. As far as budget and cost really flat overall for the next year. I would be happy to answer any questions on that or anything else you might have.

Com. Good, To revisit the capping of the non-network ambulance. Is the employee responsible for that or is that something that is figured into the (Inaudible) type of thing. There are things that our people need to know about that. There needs to be some outreach and some education stuff with that. It's sort of confusing for me.

Mr. Bontrager, I would say it will be updated in the plan document so it will be there contractually. Not that anybody truly reads all 100 pages of the plan document I realize that. It is really there for the protection of the plan but also the member as well and at the end of the day if it goes through and they're sticking to their guns as non-network the plan can make an adjustment at that point to it as well. Ultimately it's to have language in place and you go back to those non-network providers and say this is usual and customary cap here. You are charging way in excess of what is usual and customary so it is really to help start that negotiation process too.

Atty. McClure, If there is some issue that has caused an air ambulance emergency out of network that is going to go above \$25,000.00 chances are and whatever plan they're in they've already hit their stop-loss.

Mr. Bontrager, Yes they've hit their stop-loss and emergency claims process add in network too. This is more of plan protection from the prospective that says we've got language in place that says we can't go above this and so from a negotiation standpoint helps from that perspective.

Atty. McClure, The only thing I have is that this Board is continually said at the end of the day health insurance is claims and I think the number that dropped off, the 2 numbers that jumped out for me was UMR and HCC is firm on the stop-loss. It can't be any clearer than projected as \$8.5 million give or take and the claims are projected at \$7.5. So at the end of the day on an \$8.5 million projected plan \$7.5 million of it is pure claims. I think that might be important later on assuming we're going to be talking more about the clinics but that is the correlation. At the end of the day that is where.....

Mr. Bontrager, Yes the claims drive your costs. I mean fixed costs are important, we watch those because those are hard dollars. You're going to spend those no matter what. It is great to see a decrease on your specific. That is the biggest piece of your fixed costs is your specific premium so it's good to see that decrease there. Not overly common to see decreases there but as your experiences increase they are seeing less risk essentially is what it is.

Com. Biggs, We're definitely on the right path. As we all know it wasn't that long ago where the Commissioners were in front of the County Council not this Board but a recent Board asking for as much as \$12 million to fund the health insurance program. So we are definitely on the upswing here.

Mr. Bontrager, Over time you have definitely made some real good changes. Obviously the BAS / INETICO thing I think overall in hind sight was probably a good change to reset the plan.

Com. Good, It was a transitional move that we had to make. It served its purpose.

Mr. Bontrager, I think you can see based upon the changes that were made you are continuing down that path. And it is good for your members too as far as the new structure.

Com. Blaney, It makes it much easier to understand.

Mr. Bontrager, Understand it and from our office and Rhonda can speak for herself but I think less questions coming in from members as to what's going on with this. Obviously with the transition there were some questions and some bumps in the road with that as any transition but overall I think it has gone really well.

Com. Good, When I see zero for 8 months of adjustments we all know who took care of those right Toni? I mean it was a lot of work.

Ms. Downing, We do still have some adjustments it's just that they are processed in a different way. Now we see them as part of the claims registers and they are kind of rolled into that. So it's not like a separate refund of monies it's more so rolled into a separate process. We still see them it's just not as apparent.

Mr. Bontrager, And the adjustments now are more reconciliations. Whereas before adjustments were more hey we negotiated a contract so they get a portion of that and adjustments didn't apply to stop-loss. There are just different things contractually that are now different that I think are much better.

Com. Good, Any other questions from the Board? I guess it's really up to the Board on whether we want to take action on this renewal today or if we want to wait until the next....we finally have time for once to make this decision which is about 3 years later, all of the work. If there are other questions that the Board members need to have we can take the next 3 weeks and assimilate some questions for Tony and get those answered or we can move on it right now. I just wanted to give the Board that option today.

Com. Biggs, Whatever you and Com. Blaney would like to do that is fine with me.

Com. Blaney, Well we're not really probably going to change it again.

Com. Good, Based on these numbers but I wanted to give the Board members some additional time. If there are any other questions that is really all I'm asking.

Atty. McClure, If there is a motion made we would need one motion for the air ambulance issue plan change correct?

Mr. Bontrager, To adjust.

Atty. McClure, To adjust the plan document. Then we also need if we're going to move forward with the motion to call out, you are recommending the UMR HCC firm.

Mr. Bontrager, Their initial offer, they're actual offer on the table now is the one that is firm.

Atty. McClure, Which is the 3rd column.

Mr. Bontrager, Correct.

Atty. McClure, For some reason I thought there was a 3rd thing but I think it's just the air ambulance and.....

Mr. Bontrager, That's it from an action (Inaudible) just a couple of general updates from an action standpoint.

Atty. McClure, Do it in 2 motions.

Com. Blaney, moved to approve the UMR / HCC firm renewal for April 1st, 2019 through March 31st, 2020, Com. Biggs, second, motion carried.

Com. Blaney, move to approve to put into the contract to limit the usual and customary rate of the air ambulance to \$25,000.00 out of network, Com. Biggs, second, motion carried.

Com. Good, Thank you Tony I know you are sitting here for the next subject but we are starting to see the rewards of all the work.

Mr. Bontrager, And again I talked to Scott a little bit and in general as we get further and further down the road and have one payer of claims coming from UMR I definitely want to come back and talk to you about some different options as far as what we can do with data. There are a lot more things we can do with data once we can get a clean slate. It's messy right now but ultimately I think there are some really good things that we're seeing in the market place with being able to go through the data. Not that you would see any members particular information or names or anything but really just looking at the group to see where the sore spots are. Especially now that you have a clinic that can help address some of those that is really where you can start to parlay those into good savings. It's one thing for Tony Bontrager to look at a report and see we have an issue here but to be able to team with the clinic to be able to address some of those clinically that is where the big difference will be made. We'll continue down that path once we can flush out some of the prior claims.

Com. Biggs, When you first came on as you remember you had emphasized the lack of this data that we didn't have and it was hurting us because we didn't have that particular type of data.

Atty. McClure, Well now we have the data to actually maybe go analyze which at the end of the day is what you're going to be asking for.

Mr. Bontrager, Yes.

Com. Biggs, We were just by flying by the seat of our pants without that.

Mr. Bontrager, Yes having the multiple TPS's in the past overall I think BAS was trying to manage that the way that it was structured with good intent overall with the plan and everything. It made things a little bit hard to track in certain areas and get good reports on.

Com. Good, Yes you remember 3 or 4 years ago Stewart C. Miller was our processor and they didn't do anything electronically. It was all paper.

Com. Blaney, Technology is a good thing.

Com. Good, When you go back out to the markets to bid you had no data which is sort of what we were...

Mr. Bontrager, And we're seeing less lingering claims going on. For a stop-loss company that is a big question mark for them or what is out there that I don't know about? So that helps.

Com. Good, Rhonda could you come forward and give a real brief update on the clinic. I know that is not on the agenda but we're talking about health insurance. This is a real important component that we started at the beginning of the year this year. Obviously everybody knows for coughs scrapes whatever we would prefer you go to the clinic versus a claim which brings our insurance up. Since we started it just give us a brief update and where we are at and how it is going.

Ms. Young, It is pretty busy. Both of the clinic's sites the one in Valpo and Portage they are busy all of the time. They are doing really well. Have you gotten the latest number the last one was 16.

Mr. Bontrager, I didn't see the percentages or anything for January. Usually a week or two in we'll start to get those reports that will say here is where we're at, how many visits we've seen. I think the very first day we had 16 visits.

Ms. Young, People are going there all of the time.

Com. Blaney, That is what we need.

Com. Good, I've heard some compliments from people too about it which usually you don't hear that up here.

Ms. Young, Especially something new, but they are loving it. I think the employees had a hard time understanding that it doesn't have anything to do with UMR. This is an added benefit so once they comprehended that they are loving it.

Com. Blaney, I appreciate all of the employees for giving it a try.

Com. Good, I'm still going to challenge the employees though we still have that 60% threshold that we're trying to get to because we really feel when we get to that 60% usage. That is where we need to be for our whole program to be at maximum capacity. That is when the engine is running at its best. As this rolls out we will be coming to these meetings giving updates on the percentages so we can show you where we're at and where we need to be. That is what goals are for. I think we have a clear path.

Short Term Disability – GIS Presentation/Selection.

Atty. McClure, The issue of the short term disability has come up once the health insurance was seeming to be on the right track and today obviously we're getting some confirmation of that. The next step was to deal with in conjunction with the handbook being re-written County wide that being adopted in December and January of this year. Dealing and tackling the next issue out there which is our sick bank which is basically an in-house version of short term disability. After some of those other issues were taken care we wanted to see kind of what the cost would be to move into a more traditional short term disability offering for the employees. That is why we went back to GIS because we have a relationship with them as far as are other insurance for auto and things like that. They produced for us and went to the market. At this point he can go through the report and give us the who we talked to, who responded, who didn't and what ultimately the recommendation is.

Mr. Gibson, I'm Eric with GIS in town, thank you for the opportunity to pull this together for you we really appreciate it. Basically what you are looking at here the first page is the overview. I highlighted the sections where we're really going to zero in on. As you can see we went to multiple different carriers. It quickly became kind of a two horse race with Lincoln Financial and MetLife mainly because you have no data, no experience. My personal recommendation would

be to go with MetLife specifically for a couple of reasons. One the pricing and two the actual contract terms were much more favorable for your employees. The 31 day elimination period coincides with your internal policies so that solves that. If you actually want to go through the details of the policy flip to the next page. We've got a few different options for each of the carries. You've got Lincoln Financial and MetLife, I highlighted both of those. You've got the difference between 60% of your pay for your benefit of 67% of your pay for your benefit. Not a huge difference price wise as you can see. The main difference between Lincoln Financial and MetLife is the pre-existing condition clause and how that benefits the employees. As I mentioned MetLife was much more favorable from that perspective.

Com. Good, Did they have any carve outs or anything?

Mr. Gibson, No.

Atty. McClure, On page 3 of the handout.

Mr. Gibson, Page 3 is voluntary long term disability.

Atty. McClure, So back to page 2. Basically the Commissioners are looking at probably like you said the Lincoln Financial versus MetLife. I think when we were working through these numbers we were aiming for that 67% reimbursement rate as the prices are not significantly different and then ultimately once that decision is made by the Commissioners and then we're down to which one at this point we believe MetLife's pre-existing exclusions as a little bit more favorable.

Mr. Gibson, Absolutely. The difference is really MetLife is only going to look back 3 months and Lincoln Financial wants to look back 12 months for pre-existing.

Atty. McClure, And also I know this is a little off but when we did our resolution for the sick bank the sick bank resolution froze the addition of time to be added however that resolution included that the sick bank remains in affect up until this is not only chosen, contracted and rolled but active. So that sick bank isn't technically going all of the way away assuming a motion is made and then passed until we're passed some of these road blocks for the employees. When you brought up the 90 day wait period or 90 day look back.

Mr. Gibson, Yes.

Atty. McClure, So if we went with MetLife and we have a 90 day look back for pre-existing then our sick bank and the Commissioners are aware would continue on for 90 days until that 90 days has elapsed. We don't have a lapse in protection for the employees until this is in full force and affect.

Com. Biggs, What do they mean exactly by other than the obvious pre-existing?

Mr. Gibson, Anything that has been treated or diagnosed within that window. In MetLife's case that 3 months.

Com. Biggs, So if you were treated for high blood pressure or diabetes or whatever within that 3 month window they would not.....

Mr. Gibson, That specific condition would not be. It would be considered pre-existing so they wouldn't cover that specific condition.

Com. Blaney, But it's for disability remember not just regular insurance.

Com. Biggs, But still yes I understand that but if they would go file for short term disability so if it was diabetic or someone with high blood pressure.

Mr. Gibson, The pre-existing exclusion is only for 12 months. It is that 3 month look back is excluded for 12 months. After that 12 months then it's treated as (Inaudible).

Com. Biggs, So if they signed up today and they filed something 4 months later and it was for something they had been treated for the last 2 or 3 years they would be covered?

Mr. Gibson, No, because they had been previously treated within that window.

Com. Blaney, But in 13 months they will be.

Ms. Downing, So does that mean that the sick bank would stay in affect for a whole year then?

Com. Blaney, 90 days.

Ms. Downing, 30 days for the look back but he was saying for 12 months it would be excluded (Inaudible).

Mr. Gibson, Anything that has been treated within that 90 days would be excluded for 12 months on this specific policy.

Ms. Downing, (Inaudible).

Atty. McClure, But it has to be related to whatever the new short term disability issue is. I'm not sure diabetes or high blood pressure gets us to what a short term disability looks like. We're actually talking about.

Mr. Gibson, It would be if you were shoveling your driveway and pull your back you go into the doctor for that. You're not going to go out on disability as soon as this policy is enforced for that exact same condition. They are not going to allow that for 12 months.

Atty. McClure, If you have strained your knee in the 90 days before this than that may be an exclusion.

Mr. Gibson, Correct.

Com. Biggs, What if you're having a knee replacement.

Mr. Gibson, Same.

Com. Biggs, Could you explain to us real quick the participation rate just so everyone is clear of what that means exactly.

Mr. Gibson, Absolutely, MetLife is requiring that you have at least 50% participation rate from the employees for these rates to hold. They are just saying if you have less than that we're going to revisit this because (Inaudible).

Com. Biggs, I would be a little uneasy selecting Lincoln for that reason alone. I think we would struggle getting to a 75% rate.

Mr. Gibson, They are also more expensive too.

Com. Blaney, moved to approve the contract with MetLife Financial at the 67% benefit rate, Com. Biggs, second with discussion.

Com. Biggs, What are the terms of that contract 12 months?

Mr. Gibson, 1 year.

Com. Good, It says 1 year at the bottom. Now Scott do you want to go over how this works for the employee and what the County is going to pick up and what the employee has to pay.

Atty. McClure, So based on Com. Blaney's motion if we went with MetLife Financial at the 67% rate assuming basically....is this number based on 50%?

Mr. Gibson, It's based on 100%.

Atty. McClure, But it's based on 100% participation correct?

Mr. Gibson, Correct.

Atty. McClure, So 100% participation rate according to my math has us at about \$89,863.00 for the year. Right?

Mr. Gibson, Yes.

Atty. McClure, Because this number the \$7488.00 that's a monthly. So as we were previously kind of figuring out how to deal with this if the Commissioners were considering somewhere around a 65% payment rate so that would pay assuming 100% participation of \$58,411.00 which leaves about \$31,452.00 that the employees based on a 100% participation would be participating with. So in the census number that you had at 100%, do you remember that number?

Mr. Gibson, The number of employees 611.

Atty. McClure, Basically that is \$51.50 a year or a \$1.97 a paycheck. If the Commissioners went with the 65% contribution that would be what the average across the board employee would be paying.

Com. Biggs, That is substantially less than what I'm paying.

Atty. McClure, So to be clear from the Commissioners standpoint if 100% of the employees signed up for this we would be looking at about a \$58,411.00 bill for 12 months and that would translate into an employee contribution of about a \$1.97 / \$2.00 a pay. That would get us to having this in affect. Did we vote on Com. Blaney's vote?

Com. Good, No we're still in discussion. Let me get this straight. If we don't 100% participation and we did 65% that number could go up right?

Atty. McClure, No this is 100% everybody does it. Let's say we're over the 50% participation, say we're at 70% basically this number is going down 30%.

Com. Good, I got it. I just want to make sure the employees understand.

Com Blaney, But employees will still be paying around \$2.00 no matter what. That should be pretty solid.

Com. Biggs, But to add what Com. Good was saying say we get to 40% we're stuck at 40% what happens then?

Mr. Gibson, We go back to MetLife and we try and negotiate these exact same rates.

Atty. McClure, And we also send H.R. out to make sure everybody fully understands the option available so they are trying to make the most informed decision they can.

Com. Blaney, It really is a good deal.

Atty. McClure, And last but not least is the issue of the sick bank. I don't want to get too deep into the sick bank but the sick bank was a creation that was probably good in its time and as things have changed HIPPA laws etc. it is exceedingly difficult to manage the sick bank request in a manner in which you're compliant with any semblance of the HIPPA law. Some real built in deficiencies within that sick bank. To be clear the Commissioners started with let's try to fix the sick bank. It became clear that there was almost no path to making the sick bank work in a way that was compliant. That is why we switched and pivoted towards a short term disability potential option. This is attempting to kind of mitigate other liabilities of the County but also to have the benefit for the employees so that it is not something that disappears and for the Commissioners to pay as much as possible to keep the cost as low as possible for the employees moving forward. That is kind of where we're at. I guess my last comment on the sick bank is besides the HIPPA challenges the other problem was when the sick bank was originally created it allowed for days to be donated however no money flowed with those days. We have a column somewhere that says we have so many days donated but below that column there is actually no funds that were ever moved and that just wasn't part of the original way that that program was put together. It's just a strange conglomeration of issues that kind of let us here. Ultimately while H.R. and the Commissioners were working on the handbook we were looking forward to the possibility of having the short term disability and that is why some of the provisions of how much time people can gather up or kind of hold back for these issues. We were trying to make it all work together as one cohesive plan and this kind of the last step of that.

Com Good, In our new manual we don't have sick days anymore we have PTO. Really by moving to PTO the sick bank is sitting out there in limbo because we're not doing sick days anymore. This is sort of the icing on the cake of our final employee benefit plan for our employees. I can tell you there are not a lot of companies out there that do disability for their employees. I think if you take the UMR that we just acted on, you take the clinic that we just acted on in the beginning of the year and now this is the icing on the cake. Now we have a benefit program that ties into our employee manual which makes it easier for the Auditor and H.R. to manage this process because it is all down in writing and it is pretty much fixed. We've it in multiple moves and I just think it is the best way to go and for \$2.00 a paycheck that is a really nice security to have if you are an employee here.

Atty. McClure, I'll just be blunt we have set the handbook up so the employees can build up 30 days of paid time off so they can bridge to the short term disability.

Com. Biggs, And you don't have a third of the building knowing your business as to why you're needing that time off.

Atty. McClure, That goes back under my HIPPA compliance issues. Did you amend your motion to include the 65% contribution from the County.

Com. Blaney, Does that need to be part of the motion?

Atty. McClure, Yes.

Com. Blaney, moved to amend her motion to include that the County will contribute 65% of the total cost, Com. Biggs, second, motion carried.

Com. Good, You now have short term disability Porter County Employees.

Amend Ord. 96-4 and 14-07 - Frost Law – First Reading

I had the fortunate opportunity to meet with both the Highway Dept. and representatives of the Sheriff's Dept. in trying to simplify and make the Frost Law a little bit more straight forward, a little bit easier to enforce but now lose the ultimately issue which is that we all know that we have somewhere between January and April where we need to put into effect a Frost Law. In multiple meetings with the administration of the Highway Dept. we kind of walked our way through this and what I'm attempting to do with our current Frost Law is a conglomeration of 3 ordinances 96-4, 14-07 and 14-08. I am repealing those and then restating back in one kind of cohesive way the new Frost Law. To walk through it kind of generally a lot of the same language and a lot of the

same issues are still within this Frost Law or this proposed Frost Law as were in the others except again we're just trying to make this a little bit more simplified and a little bit more cohesive. If this ordinance passes the Highway Superintendent would have the authority during that January 1st to April 1st time period based upon judgement, road issues and weather to put in the Frost Law on and off when needed. We were anticipating having the signs up making those permanent over the next 12 to 24 months so we don't have to keep putting them up and taking them down. We're going to also have on those signs a website. We've talked to Mr. Ellis about potentially having a website that way when you see the sign the sign says the Frost Law is basically could be in effect from January 1st to April 1st but to get more details go to [www. something Frost Law for Porter County](http://www.something Frost Law for Porter County). Then that way we don't have to be continually using so much manpower to go put up that many signs in that short period of a time and also to create a list for our most frequent offenders the excavators, the furnisher companies, the people we know that are here they're our community get them on a list, get them blasted out with an email along with having the website updated so that is kind of how we deal with the outreach and so people know it is there. We've also gone through in that this ordinance on 1st Reading when the Frost Law goes into effect it is limiting the gross weight of vehicles based upon axle single, tandem and tri. That also brought us a little bit more into compliance with our own vehicles that we're putting on the road from a Highway Depts. standpoint during Frost Laws even. There is a little bit of leeway there. We were clear on what we were exempting empty trucks, school buses, garbage trucks, fire emergency vehicles and then the commodity transport that is the farmer's exemption for when they are moving their commodities from the field out to wherever they're changing the ownership of those. When the Frost Law goes into effect I've now migrated to page 2 of the proposed ordinance. You can still get a permit. That permit will go through the Highway Dept. That permit must have a preferred route and a map attached. It requires the person getting the permit to get a copy of that permit along with the map. You guys have the permit and a map and then the Sheriff's Dept. gets a copy of the permit and the map. We have an officer who will be enforcing that so then he has those. He will know where these drivers are going. The permit will be \$100.00. It is good per event. What that means is that if an excavator is attempting move to go out and mobilize somewhere, he needs to go from point A to point B that is an event. If we happen to have a very long Frost Law and we're in the 3rd week of Frost Law and there needs to be a B to C move that is a separate event. That is another permit, it's another map. Frankly what we're attempting to do there is if their \$100 is meant to be punitive and it's not meant to obviously fill any County coffers up very quickly. So the point of it is is that if you are able to wait you would wait. If you aren't able to wait it's not a significant enough amount of money that you would be handcuffed into not doing that. So we want to encourage the permits but we want to have enough carrot and stick there that we're able to not just have the permit swallow the Frost Law itself.

Com. Biggs, Does that vary from the original Frost Law we had?

Atty. McClure, The original Frost Law permits were free and basically 100% of the discretion of the Highway Superintendent. The issue we had with that is that we've had depending on administration we've had everything from we give everybody a permit for free which then begs the question of why you have a Frost Law in effect or you give no body a permit which that caused other problems as far as normal everyday activities that just have to occur. I think the glaring example we had last year was a family moving from somewhere out west to here and at that point in time they didn't have a legal way to get here and that just wasn't a good situation that we found ourselves in. It also allows the Highway Dept. to put any other reasonable conditions designed to protect the road infrastructure. So that catch all phrase is meant to be if we have an excavator that is mobilizing 80,000 lbs. the Highway Dept. could say hey we would like you to do that if possible in two loads. Maybe if there is some reason a time of day would help or something like that. They are able to deal with that just so that we keep these things moving. The violations will have a little bit of give at the beginning and then not a whole lot of give after that. If you are in violation of your permit in other words you're off route that is a violation. Or if you don't have a permit that is a violation or if you violating one of the special conditions that has been put on, but your first bite at that apple is a \$500.00 fine. If you're in violation of the permit, if you're making multiple violations on one trip that will be doubled up, but ultimately the goal of this was the first one is a \$500.00 fine.

Com. Good, And it was \$2500.00 before right?

Atty. McClure, It was based upon how much you were over. So it was roughly a \$1 for however many. So this one starts off at \$500.00 if that is your first offense or you've had no other offenses within 24 months it is a \$500.00 fine. It starts to escalate quickly. If you're on your second violation in 24 months we jump to \$2500.00. If you are on your third violation within 24 months it jumps to \$5000.00. The reason for that is a lot of the feedback we got from the general public was that they kind of felt that the way the ordinance was written and how much leeway there was or wasn't within the ordinance for the judges if you made an "honest mistake" it was a significant penalty out of the gate. This is trying to address that by starting off with you get a permit, that is why we're trying to deal with the outreach of the signs and then that is why it is escalating as quickly as possible. Frankly after a year or two doesn't seem to be getting people's attention we will change the numbers and escalate it more quickly if need be. Ultimately we want to give people a chance to make the mistake if possible, \$500.00 is still no small sum of money plus court costs. That is the fine structure. The enforcement and the distribution of funds has not changed it is still split between the Sheriff's Dept. and the Highway Dept. The enforcement is still between the Sheriff's Dept. and the Prosecutor's office so no changes there. Basically that is kind of how we tried to redo this Frost Law in way that we can protect the roads, make it more straightforward for the enforcement officer to be able to enforce. The signs will be much simpler. We're able to put a single axle, tandem axle and tri-axle picture of vehicles up on the sign along with their designated limits of tons for those vehicles on the sign along with the website so we lose some of the confusion that was inherent in the current ordinance. I think this is the path that after many meetings we have circled back around to put together. I would be happy to answer any questions.

Com. Good, I think the signs year round it's part of an educational piece that people will see them year round not just 30 days and then they are gone. I think that is important. I also know that last year we approved of having an admin. in the Highway Dept. full time. That was the other thing that was really hurting us too. We weren't really staffed at the Highway Dept. to take all of these calls for free permits. Now I think this ordinance wraps around how we are staffed and we can handle these things better. You have the personnel now to be able to do these things. Like a lot of things up here there were a lot of things to hit on and I think with the Sheriff's Dept. and everyone working together I think we have something now that we can work from and go forward. These types of things can always be tweaked and they can always be adjusted based on what we are seeing out there, but I think this is a great start. I want to thank you guys for putting this all together because again this was a lot of work. I commend everybody.

Mr. Polarek, Just the time savings will pay for itself. We used to spend 2 or 3 days a year putting up and taking down Frost Law signs.

Com. Biggs, I have a question Scott it says that each permit shall only be valid for the completion of one overweight load.

Atty. McClure, Correct.

Com. Biggs, On the permit are they putting date in which they plan to transport?

Mr. Sexton, Yes they will have the date.

Com. Blaney, Date and route.

Com. Biggs, So if they are caught on the road the next day they don't have a valid permit.

Com. Good, They are in violation.

Mr. Polarek, The permit has a start and stop time on it so we can say you need to move between 10 and noon.

Atty. McClure, Or at daybreak.

Mr. Polarek. Whatever hours we put on there is what it is.

Mr. Sexton, This is very straight forward compared to the last one. When you looked at the last Frost Law you had to get out 4 or 5 sheets to compare it. This is more straight forward, you get a standard weight and like you said the signs will have pictures with our address, phone number and website. All of this will be on the sign and it will be clearly visible. If this gets approved we will order them and get them installed as quick as possible.

Atty. McClure, And I think it also just makes it significantly easier for the Sheriff's Dept. to be able enforce it which at the end of the day the key element of this is being able to enforcement it. The Sheriff's Dept. understands the limits, the citizens understand the limits. Again that is why the permits are going there. I'm envisioning if we have a Frost Law which I'm assuming based upon our current weather we are going to have Frost Law go into effect at some point in time here. I'm expecting the officer to have a whole stack of permits so he knows where people are supposed to be, what routes they are supposed to be on, what times they're supposed to be on. So he just has a much better idea of where to patrol, where to enforce and clearly will know if people are off track because I think once he has permits on days and times it's going to be clear where people should be and shouldn't be.

PUBLIC HEARING OPENED

Com. Good, Is there anyone wishing to speak against this amended ordinance? Second call anyone wishing to speak against this amended ordinance? Third and final call anyone wishing to speak against this amended ordinance? First call for anyone wishing to speak in favor of this amended ordinance? Second call anyone wishing to speak in favor of this amended ordinance? Third and final call anyone wishing to speak in favor of this amended ordinance?

PUBLIC HEARING CLOSED

Com. Blaney, Do we have a number on this?

Atty. McClure, Kathy do you know what it's going to be?

Ms. Merle, It should be I believe 19-02.

Com. Blaney, moved to approve Ord. No. 19-02 which includes repealing Ordinances 96-4, 14-08 and 14-07, Com. Biggs, second, motion carried.

Com. Good, We will have 2nd Reading on our next Commissioners' agenda unless something happens with the weather in the next couple of weeks and we may call an emergency meeting to go ahead and do that. Talking about Frost Laws in February is strange but it's the reality of our weather lately. We'll keep an on eye on those to make sure if we need to move it up we can do that. It's just getting us all together to do that.

DLZ – General Service Contract

Com. Good, If you recall at the last meeting we approved a general services agreement for American Structurepoint. This is for DLZ for this year. DLZ and American Structurepoint were general service contract engineering firms that we had last year as well too.

Com. Blaney, moved to approve DLZ, Com. Biggs, second, motion carried.

Skillman – North County Bid Package #2 will be advertised for bidding around mid-February.

Com. Good, Does anyone have any questions for Derek from Skillman? I know we've all been working very closely with American Structurepoint as they are the architect of this project, but this would allow Bid Package #2 to get on the street so we could start entertaining bids and firm up some more numbers.

Atty. McClure, Let's just do a motion for the release of those bids.

Com. Blaney, moved to approve the bid release, Com. Biggs, second, motion carried.

Com. Good, I'm going to turn this over to Derek and he is going to take us through these pay applications as we start going through those so if there are any questions from anyone Derek is here to ask him.

Gariup Construction – Pay App. #3 for the Porter County Courthouse Reno - General Trades in the amount of \$175,513.45. With a balance to finish of \$385,595.10.

Com. Blaney, moved to approve, Com. Biggs, second, motion carried.

Gariup Construction – Pay App. #5 for the Porter County Courthouse Reno - General Contractor in the amount of \$9,000.00. With a balance to finish of \$25,925.00.

Com. Blaney, moved to approve, Com. Biggs, second, motion carried.

Gariup Construction – Pay App. #6 for the Porter County Courthouse Reno – General Contractor in the amount of \$25,925.00. This is the final payment.

Com. Blaney, moved to approve, Com. Biggs, second, motion carried.

Gatlin Plumbing & Heating – Pay App. #18083-1 for the Porter County Courthouse Reno in the amount of \$8,991.75. With a balance to finish of \$62,508.25.

Com. Blaney, moved to approve, Com. Biggs, second, motion carried.

EMCOR Hyre Electric – Pay App. #3 for the Porter County Courthouse Reno – Electrical Work in the amount of \$64,928.70. With a balance to finish of \$92,779.64.

Com. Blaney, moved to approve, Com. Biggs, second, motion carried.

Com. Good, Derek where are we at on the window replacement at the Courthouse, I know that got delayed because of some of the shop drawings. When will we be re-doing those windows in the whole building?

Mr. Anderson, He has all of square windows in his shop. The arched windows will be there next week and we are planning on mobilizing on March 1st.

Com. Good, Right around the corner. Thank you!

Atty. McClure, We probably need to get with the judges again.

Mr. Anderson, We've had some conversations and that is in the works.

EMCOR Hyre Electric – Pay App. #4 for the Porter County Courthouse Reno – Electrical Work in the amount of \$9,348.19. With a balance to finish of \$83,431.45.

Com. Blaney, moved to approve, Com. Biggs, second, motion carried.

Pangere Corp. – Pay App. #5 for the Expo Center Reno – General Trades in the amount of \$91,244.65. With a balance to finish of \$485,616.40.

Com. Blaney, moved to approve, Com. Biggs, second, motion carried.

Com. Good, You should see that place it is coming along real nice. Everyone will be very pleased.

Pangere Corp. – Pay App. #5 for the Expo Center Reno – Metal Studs, Drywall and Acoustics in the amount \$27,700.10. With a balance to finish of \$269,005.70.

Com. Blaney, moved to approve, Com. Biggs, second, motion carried.

Midwest Tile & Interiors – Pay App. #1 for the Porter County Courthouse – Bid Category #5 Flooring in the amount of \$9,982.12. With a balance to finish of \$45,792.88.

Com. Blaney, moved to approve, Com. Biggs, second, motion carried.

Midwest Tile & Interiors – Pay App. #2 for the Porter County Courthouse Reno – Bid Category #5 Flooring in the amount of \$8,455.00. With a balance to finish of \$37,337.88.

Com. Blaney, moved to approve, Com. Biggs, second, motion carried.

Midwest Tile & Interiors – Pay App. #3 for the Expo Center Reno – Bid Category #4 Flooring in the amount of \$27,784.65. With a balance to finish of \$191,762.77.

Com. Blaney, moved to approve, Com. Biggs, second, motion carried.

D.A. Dodd – Pay App. #5 for the Expo Center Reno – Mechanical in the amount of \$84,614.93. With a balance to finish of \$101,010.19.

Com. Blaney, moved to approve, Com. Biggs, second, motion carried.

Continental Electric – Pay App. # 5 for the Expo Center Reno – Electrical in the amount of \$75,105.74. With a balance to finish of \$538,516.97.

Com. Blaney, moved to approve, Com. Biggs, second, motion carried.

Com. Good, If anyone is wondering why we have some pay apps back to back it's a beginning of the year type of thing. We got off on the draw cycle that is why there are 2 pay apps for some of these vendors.

SHERIFF REYNOLDS & MAJOR GARY GEAR

Establish a new fund to deposit the income from the Portage Township Schools - 1st Reading.

Atty. McClure, The first one we have is a 1st Reading on a new fund. As the Commissioners are aware we did the SRO contract agreement with the Portage Township School Board. This is the follow up to that to have a fund in which to deposit those monies into with the County so this is 1st Reading on that new fund.

PUBLIC HEARING OPENED

Com. Good, First call for anyone wishing to speak against this ordinance? Second call anyone wishing to speak against this ordinance? Third and final call anyone wishing to speak against this ordinance? Anyone wishing to speak in favor of this ordinance? Second call anyone wishing to speak in favor of this ordinance? Third and final call anyone wishing to speak in favor of this ordinance?

PUBLIC HEARING CLOSED

Com. Blaney, moved to approve the new fund 1st Reading, Com. Good, second, motion carried.

Com. Biggs, moved to approve with discussion.

Com. Biggs, Who is going to manage this fund?

Atty. McClure, We are going to create the fund and it will go through the Auditor's office. Then when Portage makes their payment the money will go into that fund and then the Council will budget off of that fund.

Com. Biggs, The Council will budget off that fund. That is the only question I had.

Com. Good, Any other questions? The 2nd Reading will be at the next meeting.

Establish a new fund for the Indiana Virtual Education Foundation – 1st Reading.

Atty. McClure, This one will feel like the same. We're doing a fund for the Indiana Virtual Education Foundation. This is an agreement that the Sheriff's Dept. has with the Indiana Virtual Education Foundation. The Sheriff's Dept. has some responsibility to verify students that fall off of the radar and as they're doing that they get paid I believe \$10.00 per active student. This again

creates a fund for the Auditor's office to deposit the funds and then the Council to make budget of.

PUBLIC HEARING OPENED

Com. Good, First call for anyone wishing to speak against this ordinance? Second call anyone wishing to speak against this ordinance? Third and final call anyone wishing to speak against this ordinance? Anyone wishing to speak in favor of this ordinance? Second call anyone wishing to speak in favor of this ordinance? Third and final call anyone wishing to speak in favor of this ordinance?

PUBLIC HEARING CLOSED

Com. Blaney, moved to approve the establishment of a new fund on 1st Reading, Com. Biggs, second, motion carried.

219 Media Consulting, LLC – A consulting agreement for Social Media.

Sheriff Reynolds, We're in compliance with what you put out and we are re-doing the contract with her. She does our Facebook and all of our social media.

Atty. McClure, I've reviewed the contract and it is in good form.

Com. Blaney, moved to approve the contract with 219 Media Consulting, LLC, Com. Biggs, second, motion carried.

A request to purchase vehicles:

- **2020 Ford Explorer.**
 - **Bloomington Ford State QPA Quote** **\$34,632.25**
 - **Lake Shore Ford** **\$34,320.00**
 - **Currie Ford** **\$34,340.56**
 - **Art Hill Ford** **Did not submit**

- **2019 Ford Explorer Hybrid.**
 - **Bloomington Ford State QPA Quote** **\$37,747.25**
 - **Lake Shore Ford** **\$37,643.00**
 - **Currie Ford** **\$37,455.56**
 - **Art Hill Ford** **Did not submit**

- **2019 Ford Transit 350.**
 - **Bloomington Ford State QPA Quote** **\$26,762.25**
 - **Lake Shore Ford** **\$25,845.00**
 - **Currie Ford** **\$25,917.12**
 - **Art Hill Ford** **Did not submit**

- **2019 Ford Transit Connect.**
 - **Bloomington Ford State QPA Quote** **\$25,174.25**
 - **Lake Shore Ford** **\$25,233.00**
 - **Currie Ford** **\$24,379.50**
 - **Art Hill Ford** **Did not submit**

Recommend purchasing nine 2020 Ford Explorers from Lake Shore Ford who had the lowest quote per vehicle of \$34,320, for a total vehicle cost of \$308,880.00. Price for equipment is \$6,126.85 per vehicle, for a total equipment cost of \$55,141.65.

The overall cost for vehicle purchases and equipment is \$364,021.65. The Sheriff's Department will pay \$50,000.00 from their budget. Amount requested is \$314,021.65.

Major Gear, As you see before we put 4 quotes out starting with Bloomington Ford who has the State QPA also Lake Shore Ford, Currie Ford and Art Hill Ford did not submit. So we're asking to purchase 9 vehicles and Lake Shore Ford was the lowest quote.

Atty. McClure, Walk through the money a little bit.

Major Gear, Would you like me to read them all?

Atty. McClure, No big numbers.

Major Gear, Lake Shore Ford a single vehicle was \$34,320.00. We're asking for 9 vehicles which would be a total cost of \$308,880.00. Additionally the price to equip the vehicles was \$55,141.65. It was a total of \$364,021.65. In the Sheriff's general budget he has \$50,000.00 so we are asking for \$314,021.65.

Com. Good, Gary on these you have 4 different types of vehicles. What is the breakdown on the 9 for these types of vehicles? I just would like to know from an inventory standpoint.

Major Gear, We're just asking for the Ford Explorer. I put 4 different vehicles in case throughout the year if we do need a different type of vehicle we would have the option and all of the quotes are already done.

Com. Good, So you are looking for the 9 which is the 2020 Ford Explorers.

Major Gear, Correct.

Atty. McClure, From Lake Shore.

Major Gear, From Lake Shore.

Com. Good, I understand, that makes sense thank you.

Com. Biggs, Major you are taking 9 vehicles out of circulation when these become road ready.

Major Gear, Correct and they will go to the auction.

Com. Biggs, And you are going to be sure to contact the insurance company to let them know that.

Major Gear, 100% sure about that.

Atty. McClure, Just remind me when is the Sheriff's sale October / November?

Major Gear, Usually October.

Atty. McClure, It normally takes you about how long to get these vehicles and get them outfitted?

Major Gear, This year is a little bit different because they are changing the vehicle a little bit because they went from a 2018 basically to a 2020. They are not even going to start making the cars until May. We probably won't even get vehicles until July. It is going to be close to auction time so it will be a couple of months.

Atty. McClure, Good.

Com. Biggs, Gary if you can because I think our office needs to start keeping track of that those 9 vehicles you take out of circulation the ones that you plan on putting in the auction can you please give us a list of those?

Major Gear, Absolutely.

Com. Biggs, So we have that as well.

Ms. Downing, We also send the titles over to the Commissioners' office because they have to be signed before they can be auctioned.

Com. Biggs, I just want to give the Commissioners a better idea of how many cars we're getting each year from one year to the next because it does vary.

Ms. Downing, (Inaudible).

Com. Good, Yes, I think our insurance carrier is a little more proactive too then what has happened in the past as well.

Major Gear, Considerably better.

Com. Blaney, moved to approve the request to purchase (9) 2020 Ford Explorers from Lake Shore Ford which \$314,021.65 will come from the Commissioners' budget and equipping them, Com. Biggs, second, motion carried.

EXPO CENTER – LORI DALY, DIRECTOR

Catering and Concession contracts for 2019.

Catering:

**Leroy's Hot Stuff
Masters (Silver Palace out of LaPorte)
Birky Country Gourmet
Pikk's
Martini's (New this year)
The Market (new this year)**

Concessions:

**B & J Specialty
J & J Concessions
Leroy's Hot Stuff
Tate's Place
Suzie's Café
JA Birky LLC
Birky Country Gourmet**

Ms. Daly, Birky's has split into two different concession companies that is why you see them twice. It's Josh Birky and then the Country Gourmet.

Com. Good, Interesting.

Ms. Daly, Yes.

Com. Biggs, The same owners.

Ms. Daly, Kind of, I think Chris let them split off. Josh handles a couple of very specific events and then the Country Gourmet handles quite a few of the others.

Com. Good, I think Tim has moved off into a cleaning company right?

Ms. Daly, No Julie retired so Tim has kind of taken over with Becky.

FACILITIES DEPT.

Mitsubishi Electric - UPS Systems Group Maintenance Contract for the Sheriff's Dept. in the amount of \$4,860.00.

Com. Good, Kris is there anything you want to add?

Ms. Contrino, No it's the same price that it has been in the past and it is just a renewal contract.

Com. Blaney, moved to approve the Mitsubishi Electric contract, Com. Biggs, second, motion carried.

Total Disposal – Contracts for Sheriff's Garage, Admin Center, and Valparaiso Courthouse.

Ms. Contrino, Those are new disposal contracts for the Sheriff's Garage, the Administration Building and the Courthouse. The savings monthly on that is about \$580.00 a month.

Com. Good, Good so we will see some money coming back to the County. That is great.

Com. Blaney, moved to approve the Total Disposal contract, Com. Biggs, second, motion carried.

Com. Good, Thanks Kris, and thanks for holding everything together up there we're getting close.

Com. Blaney, Especially last week.

IT DEPT. – DON WELLSAND, DIRECTOR

NITCO – WIFI Upgrade Expo Center

Mr. Wellsand, The existing system was installed in 2012 and it's dated itself. They actually started yesterday demoing the existing cables because they needed to get the roof painted.

Atty. McClure, I guess the internet is here to stay.

Com. Blaney, moved to approve NITCO, Com. Biggs, second, motion carried.

HIGHWAY DEPT. – RICH SEXTON, SUPERVISOR

Award Bids for 2019 Supplies

Mr. Sexton, I recommend we accept all bids except for Al Warren for fuel. All of the rest of them are just due to the fact that there are different prices, different companies. We only use one fuel supplier due to the different prices in the different districts.

Atty. McClure, What was the exception?

Mr. Sexton, Al Warren.

Atty. McClure, Al Warren for the fuel.

Mr. Sexton, Yes sir.

Com. Biggs, moved to approve all bids with the exception of Al Warren for fuel, Com. Blaney, second, motion carried.

Additional Appropriation Request for Fund # 1169 Account # 22610 in the amount of \$110,000.00 to purchase road salt due to price increase of \$12 per ton.

Com. Biggs, We've laid a lot of salt so far this year haven't we.

Mr. Sexton, Yes sire we have. We have worked from January 6th to January 30th without a day off. It snowed every day during MLK weekend and they were out 6 to 8 hours a day. I'm trying to limit them. All of our trucks are calibrated so we're putting down as minimal amount of salt as possible and trying to keep the roads safe and clear.

Com. Biggs, Well you're doing a good job.

Com. Good, I agree. What is our current inventory right now for salt and what is your anticipation? I know you can't predict the weather, but we also don't want to end up with a ton of salt sitting in our barns over the summer either. Now we're getting to the tricky part.

Mr. Sexton, We have about 2000 tons right now on hand. When we put in a State bid back in June or July, I'm sorry I can't remember, you have to put a State bid in for 7000 ton we had to buy a minimum of 20% which is about \$1500.00 a ton. Right now we only have enough to buy 5860 ton. I would like to be able to buy a little bit more than that and have a little bit on hand just in case. I don't want to run out.

Com. Good, I was just asking because it is your first year going through it and I would like to get a little more knowledge on how you guys make these decisions. That is all.

Mr. Sexton, With this extra money what will be good is next winter we may not order all of the salt this year but when it starts next November or December if we have another November like we did this year we'll actually have money to buy salt just in case and there will be plenty to buy on our bid.

Com. Blaney, moved to approve the request for an additional appropriation, Com. Biggs, second, motion carried.

Transfer of Funds from Fund #1176 Account #23620 in the amount of \$75,000.00 to Account # 11300 for overtime.

Mr. Sexton, Since we didn't have a day off for so many weeks in a row like I said the Martin Luther King Holiday weekend was almost a \$40,000.00 overtime payout. And we were working with the bare minimum getting the roads cleaned on that one. We've been trying to keep it under and trying to just give them enough time to get through their areas and get things cleaned up and safe again. Last year we had a very large payout for overtime and then in 2017 it was pretty small because we didn't have any winter. The reason for the \$75,000.00 is looking forward to the rest of the year as well. Over summer time operations and paving sometimes those can go over so we may need to have some money for that. The November and December winter months and this January through March that we're having right now.

Com. Blaney, Please express our appreciation to your guys. That is a lot of days in a row.

Mr. Sexton, I will.

Mr. Polarek, And it just so happens these snow storms came on weekends instead of during the work week.

Com. Good, Trust me I was thinking the same thing.

Mr. Sexton, It's been every weekend.

Com. Blaney, moved to approve the Transfer of Funds in the amount of \$75,000.00, Com. Biggs, second, motion carried.

DEVELOPMENT & STORM WATER MNGMNT. – BOB THOMPSON, DIRECTOR

Performance Guarantee for High Meadows Subdivision renewal.

Atty. McClure, So this is another 2 year renewal.

Mr. Thompson, It's a 2 year renewal but we asked them to add an additional on to this because there is construction traffic that drives through High Meadows to go into Stone Bridge Subdivision which is being developed just to the south of that so they have that in there as well this way the roads are covered in there.

Atty. McClure, That is why it is up to 272?

Mr. Thompson, Correct.

Com. Blaney, moved to approve, Com. Biggs, second, motion carried.

Performance Guarantee for Tower Meadows – this credit was originally signed to the bankrupt developers and there is an automatic renewal clause in it – we recommend it to be released since we have another LOC that is considerably more than this one that is current and with the development group that bought out from bank.

Atty. McClure, So everyone is not confused Tower Meadows has a performance guarantee in place for the subdivision as it stands. As we all remember Tower Meadows had all but one lot per purchased. It was eventually purchased by the homebuilder Olthoff. We talked briefly about the one lot sitting out there that was kind of in litigation, bankruptcy, purgatory. What we found out and what is being requested for the Commissioners is that that one lot has a performance guarantee attached to it and frankly we don't need it. There are some questions as to the viability of it. However, Citizens Bank is attempting to clear it off in an efficient manor with a motion and a second here by the Commissioners but we just renewed Tower Meadows guarantee....

Mr. Thompson, And that is under LLC called Budz Plus. This was a letter of credit that was approved in 2011 that has an automatic renewal that is under the old development name of MKW, LLC that has gone bankrupt so we are covered by Budz Plus as Scott has mentioned.

Com. Blaney, moved to approve the release of the Performance Guarantee for Tower Meadows, Com. Biggs, second, motion carried.

U.S. 6 Traffic Study – presentation by American Structurepoint

Com. Good, We are going to ask Structurepoint and Matt our traffic engineer to join us. If you recall back in the fall the Board of Commissioners approved a contract for American Structurepoint who is a endorsed engineer for INDOT the State of Indiana to do traffic studies for U.S. 6 and Hwy. 49. The report is now coming back to us and this is the presentation of that report.

Mr. Thompson, I want to introduce Patrick O'Connor who is with Structurepoint. Patrick was the one who worked on this report and was corresponding back and forth with Matt Gavelek in our office and myself. I will turn it over to Patrick for the presentation.

Mr. O'Connor, Good Morning Commissioners. In the process of completing this report we've worked back and forth with the County on a lot of the assumptions that we made. We're getting to the point where we're wrapping it up at this point. A quick overview of the study. U.S. 6 from Meridian to Calumet obviously includes the interchange there as well as the hospital at (Inaudible) west and Journey Way. We looked at 4 scenarios an existing scenario based on this year's traffic. We looked at an additional scenario which was 2028 with 10 years of background growth which assumed just a background growth rate so 1%. What we've typically seen without any large developments going on or anything that we know of and that was to just get a background of there are no big large developments what do we need to do. The other scenario we looked at was an existing scenario so basically utilizing the existing lanes in 4/2028 with the site generated traffic. We went through the zoning and the anticipated developments over the next 10 years and said these are realistically going to be built at this percentage what does the roadway system look like when that happens. The next scenario was with a proposed lane configuration. We said okay with all of this development here are the improvements that we anticipate being needed. The future land use map, these are all of the different areas that we looked at. We looked at basically each individual parcel and made recommendations on how much growth we would anticipate or what parcels would be developed in the next 10 years. The one at the hospital which is labeled a 16 we assumed 50% of that would be built out in the next 10 years. So that was a pretty big impact. For the most part the rest of the parcels we assume 10% over the next 10 years. It ended up resulting in approximately 1.9 million square feet of development and another 250 dwelling units between single family and multi-family again in the whole study area.

Com. Biggs, So you were seeing residential developing along that portion of the corridor?

Mr. O'Connor, There are some residential planned or within that.

Atty. McClure, Hold on go back a slide. In that described area they're talking about all of those potential residential units.

Mr. O'Connor, There is R1 out there and again I think we looked at 260 units over 10 years. So not very many especially since we're looking at some multi-family in the area by the hospital. Not a lot of units. Again here is the breakdown. This is really detailed but again (Inaudible) 1.9 million square feet of the commercial office space, medical office building and a couple of different baring's of that as well. Then dual (Inaudible) there. For the 10 years we're looking at these are the net new side trips so these are with some reductions for internal trips within the developments as well as some pass by trips for the commercial and the PM. The PM is almost 4000 trips existing the developments and going back on the roadway that are new trips from today. It is kind of hard to see but this is the PM level service results. This is what we based our recommendations on. As you can see now the first column there is no red so that is good in this case. A lot of A's and B's for those existing intersections as well as Scenario 2 which is the 10 year build with a limited background growth so 1.1%. As you can see again a couple more C's but still mostly A's and B's. The intersection at Journey Way and U.S. 6 is currently un-signalized and we anticipate it to remain un-signalized if there are no major developments in the area. They're delays excessive but that is a modeling issue that would work itself out in terms if it doesn't necessarily warrant a signal at this point or in 10 years but people are instantly going to wait 2 minutes to exit there they are going to make a right turn as opposed a left turn. So it's really just kind of a modeling issue. Scenario 3A is the horizon year build. With all of our projections for the anticipated land uses you can see this is where we get into quite a bit of delay at a lot of these intersections with F's and E's. Primarily at all of the intersections we have issues.

The Scenario 3B is where take that same traffic but recommend improvements to get to an acceptable level of service. You can see here the F's are gone. We still do have some E's by movement but no level of service for an overall intersection less than a D. Again this is just during the peak hour that we looked at this. These are essentially the recommendations. You can kind of see on U.S. 6 itself it is a color coded between Meridian and Journey Way there is a proposed 4 lane segment is what we're anticipating what the traffic would need on the west end of this area as well as the east end between Calumet and Frontage Rd. east. Between Journey Way and southbound 49 Exit we're looking a proposed 6 lane segment to handle all of the traffic.

Com. Good, 6 lanes, so we're a little under built out there.

Mr. Thompson, Slightly.

Mr. O'Connor, The segment between the interchange of the intersections 4 & 5 you will see is red on there we need widening for additional lanes now we didn't necessarily get into the opportunity to look at alternative intersection types but we do need additional receiving lanes for the northbound left coming off of 49 as well as a dual westbound left back on to 49. The bridge would need to be widened. It doesn't necessarily need to be a 6 lane section but it needs to have additional pavement. As part of this we haven't looked at alternative intersections like roundabouts or dual (Inaudible) or any other kind of crossover. At each individual intersection this is the proposed geometry so there are definitely a couple of extra lanes at some of these approaches and you will see there is a lane drop there between Journey Way and Meridian so that is where it goes from 6 back to 4. Again this is based on the big driver of that was looking at 50% of the development out there by the hospital along Journey Way in the Frontage Rd. east. That was where a lot of additional traffic came from or going to or coming from in this case.

Com. Good, To put this into context why this Board went out and got these studies. Highway 6 is owned by the State of Indiana and they have a 5 year plan for improvements. In order to get this project so called project into the 5 year plan of IDOT we had to prepare this presentation and study. Based off what we're finding here then we would either approve or not approve this study and then it would be sent off to IDOT and then there would be some work down State legislatively to see if we could get this into a plan and get the State to let us know when they're going to do that. Just to put it in perspective. I don't really see this being any dollars that our County would have pay unless we had some remedial lane work to do on Meridian or Calumet which isn't the big ticket stuff, but I think the study speaks for itself. I'm going to put our traffic engineer Matt on the spot and maybe he could give us his thoughts from the County now that we have the study I would like to hear from you Bob as well because you guys represent us.

Mr. Thompson, I would just like to add a few things. Just so everyone knows A.M. the peak hours that Patrick was referring is basically from 7 to 9, P.M. 4 to 6. That P.M. peak hour they're adding over 4000 trips on this and even with the improvements getting it to a level service D just so you understand what a level service D in that sense is if you are driving through there and there is a huge amount of traffic there you hit one of those signals with all of the traffic there it turns green you may not make through. You might have to wait for a cycle to go through before you go through. It will still be slow but it's going to be moving.

Com. Biggs, How well I know.

Mr. Gavelek, Curt can you go back a couple of slides to that one no one can read with the red? The difference between Scenario 2 and 3A is what is going to happen in the next 10 years if and INDOT does not fix U.S. 6 or make improvements to U.S. 6. In the Scenario 3A we have a very reasonable build out of the land use adjacent to it. In 2 we have no build out and it just has normal background growth. We will start to see a lot of complaints from this area even though its INDOT land/property the road is, we're going to see something in between there. I think it's great that we are getting this study done and submitting this to INDOT because we want to catch this before we get to that red zone where there is a lot of queuing. This is an important corridor to the County. We have our hospital there it's the way that people from Valparaiso go to the hospital. I should know as I just had a baby there. We were planning our route and it went down Meridian to U.S. 6 to the hospital. We don't want to stop up those intersections. We want to create as much free flow as possible and make as much improvements. I think the study helps support that position and has my approval.

Com. Biggs, To also build on what Com. Good was saying it's not our road but I think Commissioners along with the Plan Commission staff we realize what an critical part that road plays in our traffic patterns. There are only 4 roads and one of the is a Toll Road that run east and west from Rte. 30 going north that you can even go east and west without cutting through subdivisions and Rte. 6 is one of them. It is definitely changing over the last 10 or 15 years. It is vastly different. The traffic patterns, the traffic count is vastly different than it was then and we're just trying to stay ahead of that. As Jeff pointed out to gather our information and to get that

information to the State and to the law makers to see we can get on that list. It's taking action and not reacting.

Com. Good, To finalize when we started on this process Rep. Soliday helped us out quite a bit and I know that Structurepoint is going to be handing this off and presenting this to INDOT but I know Ed Soliday will be not too far behind it to lobby on our behalf. I think we have all different parts of government working on this to come up with a resolution. Scott do we have to accept this study officially and we can move it off to INDOT for delivery.

Atty. McClure, Yes.

Com. Biggs, Did we receive this hard copy?

Mr. Thompson, We have it up in the office. We kind of completed a review of it. As you mentioned Patrick said he was going to finish (Inaudible).

Com. Biggs, Would it be a big deal if each one of the Commissioners had their own copy?

Mr. Thompson, We can send you today what we have. It's a PDF form electronic.

Com. Biggs, That is perfect. I would just like to have it.

Mr. Thompson, There might be a few touch ups.

Com. Biggs, I'm thinking of a few people in Liberty Township that as soon as they read this in the paper they're going to have a thousand questions.

Com. Good, Just remember that study is not final final, but I don't think there will be too much tweaking right?

Mr. O'Connor, No.

Com. Blaney, moved to accept the U.S. 6 Traffic Study, Com. Biggs, second, motion carried.

Message Board purchase – sole source quote has been received.

Com. Good, These are portable message boards. They are orange and on wheels and we can communicate to people in traffic situations. With all of the stuff going on we've decided that the County needs to own these.

Atty. McClure, The total price is \$36,800.00.

Com Good, And that is for 2.

Com. Blaney, moved to approve the 2 message boards, Com. Biggs, second, motion carried.

Department Procurement Policy

Mr. Thompson, This mirrors exactly what you saw earlier with the Storm Water Management Board today. Now what we're doing is we're putting this so it is a total for the entire department. This way it covers the Highway Engineering Fund, the Building/Planning/Zoning Fund and GIS. It will now cover all of our sections that are up there within the department.

Com. Good, So it's a roofer's policy, it covers everything.

Mr. Thompson, Covers yes.

Com. Blaney, moved to approve the Procurement Policy, Com. Biggs, second, motion carried.

Bridge 84 supplemental agreement with USI Consultants, Inc.

Mr. Thompson, This is an agreement that Matt has been working with USI Consultants. First I need to mention CIOBRA Group is the one who is designing the bridge but they do not have a right-of-way (Inaudible) section within CIOBRA. We had some great work with USI has far as with Bridge 126 so we asked USI if they would give us a proposal for it. We need to buy a small section of right-of-way for Bridge 84, just 9' on the north side so it gives us a nice gradual

slope. We worked through this between Mike, Matt and I and we agreed that we felt the additional right-of-way with the nice gradual slope into it would be better than guardrail through this entire section.

Com. Biggs, Bridge 85?

Mr. Thompson, Bridge 84.

Com. Biggs, Where is that at?

Mr. Thompson, This is on 800 South or what they call Sigler Rd. west of Hebron over (Inaudible) Dog Lake Ditch.

Com. Good, This will also allow us to maintain that bridge better too with those slopes with regards to mowing and other things correct?

Mr. Thompson, Correct.

Com. Blaney, moved to approve the agreement with USI Consultants, Inc. for Bridge 84, Com. Biggs, second, motion carried.

Memorandum of Understanding for the Message Boards – MOU is between, Storm Water, Highway Engineering and Highway for the use and purchase of the message boards.

Com. Good, This will also be between the Expo because the Expo Center is storing it. During the Fair we could also use it too. This MOU will determine who is responsible for what. Who takes care of what. All of those little things.

Com. Blaney, moved to approve the MOU for the Message Boards, Com. Biggs, second, motion carried.

With no further business the meeting was adjourned at 12:07 p.m.

BOARD OF COMMISSIONERS
PORTER COUNTY, INDIANA

Jeffrey J. Good

Laura M. Blaney

Jim Biggs

Attest: _____
Vicki Urbanik, Auditor