



BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN
City-County Building Room 200 · 1 East Main Street · Fort Wayne, IN 46802
Phone: 260.449.7555 TDD: 260.449.7881 FAX: 260.449.7568

LINDA K. BLOOM BILL BROWN NELSON PETERS

AGENDA

**Commissioners' Legislative Session
9:30 a.m. Friday, January 29th, 2010
Commissioners' Courtroom - City-County Building**

- 1. Approval of the minutes of January 22nd, 2010.**
- 2. Update from the Northeast Indiana Regional Partnership.**
- 3. Master agreement for licensed software and services between the Board of Commissioner and XSoft on behalf of the Allen County Assessor.**
- 4. Approval to remove a yield sign and install a stop sign at Bostick Rd at Old US 27, requested by South Maintenance Facility and Mike Eckert.**
- 5. Interlocal Agreement between the Board of Commissioners and the Town of Monroeville. The Interlocal Agreement is for 2 years; will expire on December 31, 2011.**
- 6. Approval of Mortgage Release on behalf of the Allen County Fairgrounds.**
- 7. Appointments to an Allen County Common Wage Committee for City-County Building Data Center HVAC upgrade and 2010 Highway Road & Bridge Projects.**
- 8. Federal Lobbying and Government Relations Engagement between the Board of Commissioners and Barnes & Thornburg LLP.**
- 9. Other Business:**
- 10. Approval to waive the 2nd Reading on any matter approved today and for which it may be deemed necessary for the Legislative Session of January 29th, 2010.**
- 11. Comments from the Public.**
- 12. Motion to Adjourn.**

Allen County does not discriminate because of disability in the admission to, or treatment or employment in, its programs or activities. The Human Resources Director has been designated to coordinate compliance with nondiscrimination requirements contained in Section 35.107 of the Department of Justice regulations. Information concerning the provisions of the Americans with Disabilities Act, and the rights provided therein, and Allen County's ADA policy is available from the ADA Coordinator. Suggestions on how the County can better meet the needs of persons with disabilities may be submitted to the ADA coordinator at: Human Resources Department, 1 East Main Street, Room 300, Fort Wayne, IN 46802, or by phone at (260) 449-7217.



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MINUTES

Commissioners' Legislative Session
9:30 a.m. Friday, January 22, 2010
Commissioners' Courtroom - City-County Building

Commissioners Present:

Linda Bloom, Bill Brown and Nelson Peters

Others Present:

Chris Cloud	Executive Assistant
Rhonda Rice	Commissioners' Office
Mike Green	Commissioners' Office
Bill Fishing	County Attorney
Anita Mather	AC Recorder
Chuck Bodenhafer	Wells Fargo
Deb Hudson	Insurance Department
John McGauley	AC Recorder
Mark Royse	Economic Development
Greg Eckert	IUPAT
David Marvin	Heat & Frost Insulators
Ryan Wiersome	Heat & Frost Insulators
Ken Schmidt	
Jeff Neumeyer	WPTA
Amanda Iacone	Journal Gazette

Commissioner Bloom called the meeting to order at 9:34AM. Commissioner Bloom led the meeting with the Pledge of Allegiance and a moment of silence.

- 1. Approval of the minutes of January 15th, 2010.** Commissioner Peters moved to approve the minutes of the January 15th, 2010. Commissioner Brown seconded the motion. Motion carried 3-0.
- 2. Update from Well's Fargo on health insurance.** Chuck Bodenhafer, Wells Fargo and Deb Hudson, Insurance Department presented the update. Mr. Bodenhafer stated that this is a good year as opposed to some of the past years. We have had a very good experience year. Some changes are that we narrowed the plans down to 3 plans from 4. Two of them are HSA's (Health Care Savings Accounts) and they are working out very well. The participation is increasing in the HSA's and we are up to 37%. As more people understand how they work and the savings to the employees, they like them more. There were changes made in plan 3. The deductible was increased because the federal government changed the index to a minimum amount deductible so the deductible had to be changed to \$1,200 and \$2,400 for people with dependent coverage. To keep the plans uniform, plan 4's deductible was increased \$50 changing it to \$1,550 for individual coverage and increased \$100 to \$3,100 with those with dependent coverage. The wellness benefit was increased to cover personal trainers. Because of rate increases the dental carrier was changed to MetLife and we have a much better plan. Deb Hudson spoke about changes in the Get the Point Program. Chuck Bodenhafer stated that the maximum amount we could have paid in claims last year would have been a little more than \$16,000,000 and we actually only paid \$9,577,000 so we were substantially under where our maximum liability could have been and under what our expected claims would have been too. The best news is that if we were to hit our maximum claims this year, we would have a 13% reduction in the claims compared to what our liability was for last year. Our reinsurance costs only went up by 7% and it was purely for reinsurance costs. None of the other fixed costs went up at all. In summation it's been an absolutely outstanding year compared to what we have experienced in the past couple of years where we had some pretty high claims. Commissioner Peters asked what other things can be done to get the plan costs down. Mr. Bodenhafer stated that many employers have gone to

limiting coverage to dependents if they have other insurance elsewhere. They force them on to the other employer's plans. That would be a step we could take in the future. Because the County has a very good program, Mr. Bodenhafer thinks you will find that the dependents are covered under our plan. He stated that raising the deductibles is always an option. There still is a base plan that has some prescription drug coverage and a very low deductible of \$750. He said most employers are going to at least a \$1,000 deductible. Commissioner Peters stated that the County has not touched the premiums in quite some time. Mr. Bodenhafer said that the premiums have only been increased once in 24 years. Commissioner Peters said that he thinks that gets lost a lot of times in what they try to do for the employees of Allen County. This is something that they, the Commissioners, have been able to give back to the employees in recognition of the work they do for them. Commissioner Peters asked what was done on an annual basis in terms of shopping the plan. Mr. Bodenhafer stated that as insurance brokers they represent many different insurance companies and each year this plan is shopped to a minimum of a dozen different carriers. The Commissioners thanked Mr. Bodenhafer for his good work.

- 3. Computer System and Software License Sales Agreement between the Board of Commissioners and eRecording Partners Networks, LLC on behalf of the Recorder, Auditor, and Assessor.** John McGauley, Allen County Recorder, appeared to request the approval of a project in addition to what they are already doing. They are excited and think it will blow wide open the possibilities for paperless recording here and elsewhere in Indiana. For about the last 18 months Allen County has been the only county in the state that has allowed customers to record online or e-record. It never generates a piece of paper. It comes in electronically and goes out the same way. Every time they receive an e-recorded document it saves at least 3 minutes. No opening mail, scanning, data entering or folding to put in the mail. Last year almost 9% of the documents came in electronically. He stated that they are barely scratching the surface of what is possible. Currently they cannot accept deeds because of the need to circulate those documents between the Recorder, Auditor and Assessor. The project before the Commissioners would fix that by creating a routing system piece of software that is in addition to the existing Fiddler Technology platform that is used now. This would allow them to intake really everything but in particular the deeds that they can't currently accept. The potential here is tremendous. There are currently 31 states and over 400 counties that are doing this. Many of those counties are seeing from 30 to 50% of their documents come in electronically. The potential savings here is well worth the onetime expense of \$12,500 followed by \$1,875 a year maintenance fee to keep the system up to date with any statutory changes that come down. Commissioner Peters made a motion to approve the Computer System and Software License Sales Agreement between the Board of Commissioners and eRecording Partners Networks, LLC on behalf of the Recorder, Auditor, and Assessor. Commissioner Brown seconded the motion. Motion carried 3-0.
- 4. Confidentiality Agreement between the Board of Commissioners and General Motors LLC.** Mark Royse, Deputy Director Economic Development, stated this issue is probably two issues that have been running parallel that have now converged. There has been an effort by a number of groups to move forward with getting shovel ready sites. At the same time GM has been going through bankruptcy and one thing that has come out of that is that they have excess property of 282 acres that they would like to dispose of. What GM has requested, based on what we had put forward as a prototype of a program, would be for the County to undertake some of the onsite due diligence work that would typically be done after an offer was made on a property; whether it is geotechnical, soil borings, surveying, wetlands delineations and those types of activities. We committed to that and then as we went out to start getting quotes, because the 282 acres is 4 separate parcels that run over a mile long from the northeast section of the property to the southwest area of the property, we got back with GM and asked about any past records that they could provide to us. If they had a recent environmental that just needed updating or soil borings from when they first constructed the plant that would save us money. They may have to dig deep in their archives to find those but if they have those types of things we could offset the cost of going forward. They agreed to do that but one of the procedures they go through is to have a confidentiality agreement. This would be between GM and Allen County but also it would allow us to provide that information to the proposed subcontractors that would go out and do the actual work. Mark stated there would be confidentiality agreements with those folks between Allen County and our contractors so he thinks the request is more than just a confidentiality agreement between and Allen County and GM but then a blanket to enter into those agreements allowing him to sign off on those agreements with the individual subcontractors. That was based on a letter sent to him by County Attorney, Bill Fishing. There will be

a subsequent agreement between Allen County and GM whereby if and when they sell any or all of the parcels, Allen County will be reimbursed for any money they put upfront into it. They just want to be in a position to make it more marketable. Commissioner Brown made a motion to agree to the Confidentiality Agreement between the Board of Commissioners and General Motors LLC. Commissioner Peters seconded the motion. Motion carried 3-0.

5. **Authorization for the Department of Planning Services Deputy Director for Economic Development to execute shovel ready site agreements on behalf of the Board of Commissioners.** Commissioner Brown made a motion to agree to Authorization for the Department of Planning Services Deputy Director for Economic Development to execute shovel ready site agreements on behalf of the Board of Commissioners. Commissioner Peters seconded the motion. Motion carried 3-0.
6. **Agreement between the Board of Commissioners and Barnes & Thornburg for Federal lobbying.** Beth Garber, Allen County Commissioners Office, stated the contract before them today is the Federal Engagement Contract with Barnes & Thornburg. She stated that Bob Grand came in about a week and half ago to talk to the Commissioners regarding some questions they had. The contract is the initial contract that Bob Grand sent them back in December. It does increase the fee by \$500 per month for a total \$6,000 a year increase. It will be \$5,500 a month or \$66,000 this year for federal lobbying work. Commissioner Peters stated that he would be interested resigning last year's contract and he is not real interested in the increase at this point. He asked where do we come up with the money. The budget was set in September of last year and the contract came through with the increase in December. He stated the budget was set based on what was known at the time. He is concerned with agreeing to something that increases our fees by \$500 a month. He would be happy to entertain that for 2011 but feels we aren't positioned to do that at this point. Commissioner Brown stated that his understanding of a conversation he had with Bob Grand is that his minimum is \$5,500 for him to engage his services. Commissioner Bloom stated that when Bob Grand was here and suggested that the minimum fees had increased because with this fee we pay for no additional phone time, fax time, additional trips, they could go to DC four times a year or 8 times a year. We don't pay for their expenditures. That is included with this and that is the reason that the costs have increased as a minimum because of transportation costs, etc. Commissioner Brown made a motion to table this for one week so Beth could make another run at renegotiating it. It was agreed to table it until next week.
7. **Agreement between the Board of Commissioners and Indianapolis Marriot Downtown for meeting room rental for Allen County Day at the Statehouse.** Beth Garber, stated this is the standard contract we signed the last 2 years. Commissioner Peters made a motion to accept the Agreement between the Board of Commissioners and Indianapolis Marriot Downtown for meeting room rental for Allen County Day at the Statehouse. Commissioner Brown seconded the motion. Motion carried 3-0.
8. **Other Business:**
9. **Approval to waive the 2nd Reading on any matter approved today and for which it may be deemed necessary for the Legislative Session of January 22nd, 2010.** Commissioner Brown made a motion to approve waiving the 2nd Reading on any matter approved today and for which it may be deemed necessary for the Legislative Session of January 22nd, 2010. Commissioner Peters seconded the motion. Motion carried 3-0.
10. **Comments from the Public.**
11. **Motion to Adjourn.** There being no further business, the meeting was adjourned at 10:42a.m.

**Master Agreement for Licensed Software and Services
Between Allen County Assessor and X-Soft, Inc.**

This Agreement is a binding legal agreement between the Allen County Assessor, Indiana ("Assessor" or "County") and X-Soft, Inc. ("XSoft" or "Contractor") effective the 29th day of January, 2010.

RECITALS

WHEREAS, XSoft has developed software for use by Indiana counties for property tax assessment purposes; and

WHEREAS, Assessor desires to purchase a nontransferable license(s) to the Software identified below; and

WHEREAS, Assessor and XSoft are desirous of documenting the terms and conditions of said agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants, agreements and representations herein contained, and other good and adequate consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

LICENSE AND RESTRICTIONS

1. **Software.** "Software" means all computer software identified in Appendix A to this Agreement, including without limitation, all instructions, concepts, and techniques embodied and expressed in such computer software system together with all documents relating to or describing such programs, in any medium, delivered to the Assessor in accordance with this Agreement.

2. **License For Software.** This Agreement permits the Assessor to purchase a nonexclusive, nontransferable, non-sublicensable license to use, access, display, run, or otherwise interact with (collectively "Use") Software only as authorized in this Agreement. Assessor understands, acknowledges, and agrees that XSoft has the sole discretion to designate the person installing Software. This license does not expire and the Assessor may continue to Use the purchased license for Software for as long as Assessor wishes even though Assessor understands, acknowledges, and agrees that the technology upon which software is based changes very rapidly and / or the State of Indiana or its agencies may in the future impose requirements that will make software upgrades necessary to be functional or compliant.

3. **Licensing.**

(a) The Assessor agrees to purchase the number and type of Software licenses identified in Appendix A and Schedule A to this Agreement. Each license permits the

installation and use of Software on a single computer. The Assessor must purchase additional licenses for each computer on which Software is installed and used.

(b) There are two types of licenses that Assessor may purchase. The first type of license allows for full rights to be assigned and unlimited access to all features in the purchased Software. The second type of license allows only for viewing rights to be assigned providing for limited access to the purchased Software. Schedule A identifies the cost of each type of license and the number of each type of license purchased. Assessor may purchase additional licenses at the same price during the first twelve (12) months of this Agreement.

(c) In the event the computer on which Software is installed is sold or otherwise disposed of by Assessor, Assessor must notify XSoft within ten (10) calendar days prior to said sale or disposal. The Assessor recognizes that Software is only allowed to be installed on County owned and used hardware and may only be used by county employees for county purposes, unless approved by XSoft prior to other use, except that there is no requirement for prior approval for public access to view-only licenses installed on County owned hardware used on county premises.

4. **Copies.** The Assessor may make one copy of the Software in machine-readable form for backup and archival purposes only; provided that the backup copy must include all copyright or other proprietary notices contained on the original.

5. **Restrictions: Intellectual Property Rights And Confidential Information.**

(a) "Intellectual Property" means: (i) any idea, design, concept, technique, invention, discovery, or improvement conceived or reduced to practice by XSoft in the course of performing its obligations under this Agreement, regardless of patentability, but including patent, trademark, copyright, valuable trade secret rights, and know-how, (ii) any works of authorship created by XSoft in the course of performing its obligations under this Agreement, including without limitation, any computer programs or documentation in tangible or electronic form, regardless of copyrightability, but including copyrights, (iii) any name, trade mark, or service mark used to identify XSoft as the source of a product or service, and (iv) any other similar rights.

(b) All data that is entered into, stored or generated by Software is the property of the Assessor, and XSoft does not retain ownership or other interest in the same. Title to and ownership of all Intellectual Property and legal rights contained therein are and shall remain in XSoft. This Agreement does not grant Assessor any intellectual property rights in the same. Except as and only to the extent expressly permitted in this Agreement, the Assessor may not copy, decompile, reverse engineer, disassemble, modify, or create derivative works of the Intellectual Property, or any part thereof, or to otherwise reduce the Software to human perceivable form, or to attempt to discover the source code of Software. The Assessor is also strictly prohibited from: (a) copying printed materials or user documentation relating to or accompanying Software, or (b) transferring, sublicensing, assigning, transferring, leasing, or sharing Assessor's rights under this Agreement to third parties.

