



BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN
Citizens Square Suite 410 · 200 East Berry Street · Fort Wayne, IN 46802
Phone: 260.449.7555 FAX: 260.449.7568

LINDA K. BLOOM THERESE M. BROWN NELSON PETERS

AGENDA

**Commissioners' Legislative Session
10:00 AM Friday, February 20, 2015
Council Chambers Courtroom – Citizens Square**

- 1. Approval of the minutes of February 13, 2015.**
- 2. Approval of Service Agreement between the Board of Commissioners and Nyhart Company for Interim GASB 45 actuarial update on behalf of the Allen County Auditor.**
- 3. Approval of Agreement between the Board of Commissioners and Hyatt Regency Indianapolis for facility use for Allen County Day at the Statehouse event.**
- 4. Approval of Amendment to Allen County Code Title 12 (Financial) – Article 194 (Stonebridge Business Park Project Fund).**
- 5. Other Business:**
- 6. Approval to waive the 2nd Reading on any matter approved today and for which it may be deemed necessary for the Legislative Session of February 20, 2015.**
- 7. Comments from the Public.**
- 8. 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, 200 East Berry Street, Suite 380, Fort Wayne, IN 46802, or by phone at (260) 449-7217.



BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN

Citizens Square Building Suite 410 · 200 E. Berry Street · Fort Wayne, IN 46802

Phone: 260.449.7555 FAX: 260.449.7568

NELSON PETERS LINDA K. BLOOM THERESE BROWN

MINUTES

**Commissioners' Legislative Session
10:00 a.m. Friday, February 13, 2015
Council Chambers Courtroom – Citizens Square**

Commissioners Present: Nelson Peters, Therese Brown and Linda Bloom

Others Present:	Mike Green	Commissioners Office
	Chris Cloud	Commissioners Office
	Bill Fishering	County Attorney
	Bill Hartman	Highway
	Beth Dlug	AC Election Board
	Mark Royse	DPS
	Kurt Gutman	Compass Financial Advisors
	Dave Fuller	Building Department
	Ellen Cutter	IPFW CRI

Commissioner Peters called the meeting to order at 10:06 AM. Commissioner Peters led the meeting with the Pledge of Allegiance and a moment of silence.

- 1. Approval of the minutes of February 6, 2015.** Commissioner Bloom made a motion to approve the minutes of February 6, 2015. Commissioner Brown seconded the motion. Motion carried 3-0.
- 2. Approval of Agreement between the Board of Commissioners and AS&L Transportation for transportation of voting machines on behalf of the Election Board.** Beth Dlug, Director of Elections, presented this item. This is a standard agreement with AS&L for moving the voting machines. She stated this year they get to bill the costs back to the cities that are actually going to be using them. Commissioner Bloom made a motion to approve the agreement between the Board of Commissioners and AS&L Transportation for transportation of voting machines on behalf of the Election Board. Commissioner Brown seconded the motion. Motion carried 3-0.
- 3. Approval of Technical Assistance Agreement between the Board of Commissioners and IPFW for use of the Community Research Institute.** Ellen Cutter, IPFW – Community Research Institute, provided an overview of the services that they do provide the Board of Commissioners. The contract also helps to support community requests received so that the business community, non-profits and neighborhood groups have information that is important to them for their program development as well. They also represent the county at IU's annual business outlook luncheon forum with Greater Fort Wayne, Inc. Commissioner Brown made a motion to approve the Technical Assistance Agreement between the Board of Commissioners and IPFW for use of the Community Research Institute. Commissioner Bloom seconded the motion. Motion carried 3-0.
- 4. Quarterly update from the Community Research Institute.** Ellen Cutter gave the quarterly update.
- 5. Approval of Fleet Fuel Card Policy.** Bob Bolenbaugh, Purchasing Director, presented this item. He stated this policy applies to the fuel card program. He said he spoke with the Auditor about the reconciling of the transactions and this was consistent with what they thought should occur within the departments. Commissioner Brown made a motion to approve the Fleet Fuel Card Policy. Commissioner Bloom seconded the motion. Motion carried 3-0.

6. **Approval of permission for Purchasing Director to sign a vehicle purchase agreement.** Bob Bolenbaugh, Purchasing Director, stated he is required to seek the Commissioners approval before he can execute a sales agreement like this so he is submitting this today for their provisional approval as it is over the \$7,000 threshold that he is authorized to execute a sales agreement. Commissioner Bloom made a motion to approve permission for Purchasing Director to sign a vehicle purchase agreement. Commissioner Brown seconded the motion. Motion carried 3-0.
7. **Approval for Bridge Weight Limit Posting Change and Sign Request for Gar Creek Rd Bridge # 133 over Lomont Drain between Berthaud Rd to Webster Rd to 10tons.** Bill Hartman, Highway Director, stated this bridge was previously not posted and will now be posted for 10 tons. Commissioner Bloom made a motion to approve the Bridge Weight Limit Posting Change and Sign Request for Gar Creek Rd Bridge # 133 over Lomont Drain between Berthaud Rd to Webster Rd to 10tons. Commissioner Brown seconded the motion. Motion carried 3-0.
8. **Approval of Consulting Agreement between the Board of Commissioners and CBRE.** Chris Cloud, Executive Assistant, stated the Commissioners have diligently been working on the best and highest use for the north campus aka the Byron property. This agreement with CBRE allows us to utilize their expertise in real estate and marketing to figure out what the best use for that property would be and what we may need to do to get it in a position in years to come for its' highest and best use. The cost is an hourly rate of \$175 not to exceed \$25,000. Commissioner Brown made a motion to approve the Consulting Agreement between the Board of Commissioners and CBRE. Commissioner Bloom seconded the motion. Motion carried 3-0.
9. **Approval of Agreement between the Board of Commissioners and Harvey Auctions for auction services for the annual tax sale on behalf of the Allen County Treasurer.** Chris Cloud, Executive Assistant, stated this is the annual tax sale auctioneer agreement. It is an hourly rate of \$53 per hour and that is .50 cents higher than last year. They come on site and perform the auction here and it's been very successful the past few years getting tax dollars back to the county through this. Commissioner Bloom made a motion to approve the of Agreement between the Board of Commissioners and Harvey Auctions for auction services for the annual tax sale on behalf of the Allen County Treasurer. Commissioner Bloom seconded the motion. Motion carried 3-0.
10. **Approval of Investment Advisory Agreement between the Board of Commissioners and Compass Financial Advisors, LLC.** Commissioner Peters asked if there should be an agent letter approved here in addition to the Advisory Agreement. Kurt Gutman, Compass Financial, stated yes. Commissioner Peters said that in any motions made here they would include approving a letter that appoints Kurt Gutman as the primary advisor for the 457b plan as well as the 401a plan. Commissioner Brown made a motion to approve the Advisory Agreement between the Board of Commissioners and Compass Financial Advisors, LLC and also a motion to appoint Kurt Gutman as the primary advisor to oversee the 457b and 401a plans. Commissioner Bloom seconded the motion. Motion carried 3-0.
11. **Approval of appointments to the Building Department Board of Directors.** Chris Cloud, Executive Assistant, stated the names before them today are Jim Bushy and Eric Streibig. Commissioner Bloom made a motion to approve appointments. Commissioner Brown seconded the motion. Motion carried 3-0.
12. **Approval of appointment to a City of New Haven Common Construction Wage Committee.** Chris Cloud, Executive Assistant, stated the name before them today is Ben Johnston. Commissioner Bloom made a motion to approve appointment. Commissioner Brown seconded the motion. Motion carried 3-0.
13. **Other Business:**
14. **Approval to waive the 2nd Reading on any matter approved today and for which it may be deemed necessary for the Legislative Session of February 13, 2015.** 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 February 13, 2015. Commissioner Bloom seconded the motion. Motion carried 3-0.

15. Comments from the Public.

16. Motion to Adjourn. Meeting adjourned at 10:31 a.m.

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THE HOWARD E. NYHART COMPANY, INC. ("NYHART")
SERVICE AGREEMENT ("AGREEMENT")

Agreement Between Nyhart, and:

Client Name:	Allen County
Primary Contact Name:	Tera Klutz, Allen County Auditor
Primary Contact Address:	1 East Main Street
	Fort Wayne, IN 46802
Primary Contact Phone:	260-449-7662
Primary Contact Fax:	

Services to be provided by Nyhart

All services to be provided by Nyhart are subject to your full cooperation and prompt submission of complete and accurate information. Nyhart will rely on any and all information that you provide pursuant to this agreement and on file at our office as to accuracy and completeness. Nyhart will have no responsibility to verify such information and no liability for errors or omissions as a result of relying on such information. Nyhart is not a law firm or a public accounting firm and does not provide legal or tax advice.

For the fiscal year ending December 31, 2014, Nyhart will provide the following actuarial services:

- Interim GASB 45 report

Fees for services provided by Nyhart

The fees listed below are subject to annual adjustments.

<u>Service</u>	<u>Fee</u>
Interim GASB 45 actuarial update:	\$1,650

The fee for the interim GASB 45 report will be revised if there have been any significant events subsequent to our last full update. Examples of significant events include, but are not limited to, large premium rate and enrollment changes, material benefit design amendments, and participant contribution policy modification.

Additional services available if requested by Client

In addition to GASB 45 services, Nyhart offers the following additional services. Fee estimates will be provided upon request. Please visit www.nyhart.com or contact your Nyhart consultant for more information.

- Health Care Reform financial impact consulting
- Calculation of self-funded and COBRA premium rates
- Incurred But Not Reported (IBNR) Reserve calculations
- Medicare Part D Attestation
- What-if Modeling for health plan design and carrier changes

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- Defined Benefit & Pension consulting and administration
- Defined Contribution, 401(k) & 403(b)
- Flex Accounts – FSA, HRA, & HSA consulting and administration

Relationship of the Parties

The legal relationship between Client and Nyhart shall be exclusively that of principal and agent. The parties hereto specifically agree and acknowledge that Nyhart shall not:

- Have discretionary authority over any aspect of the Plan;
- Be a fiduciary;
- Be responsible for ensuring that the Plan complies with any requirement to which the Plan is subject, or be liable to the Plan, Client, or any person if the Plan fails to comply with any such requirement;
- Have any duty or authority to enforce the payment of any contribution owed under the Plan;
- Be responsible for the adequacy of the trust established as part of the Plan, or be liable for any benefits owed under the Plan;
- Exercise discretion as to any Plan function; or
- Have any obligation to perform any service not specified in this Agreement or otherwise agreed to in writing by the parties (regardless of whether such service may be considered "customary" services to be provided by Nyhart).

Client agrees that Nyhart shall use all information and data supplied by or on behalf of the Client without having independently verified the accuracy or completeness of it except to the extent required by generally accepted professional standards and practices. If any documentation or information supplied to Nyhart at any time is incomplete, inaccurate or not up-to-date, or its provision is unreasonably delayed, Nyhart will not be responsible for any delays or liability arising therefrom, and will be entitled to charge the Client in respect of any resulting additional work actually carried out.

The Client further understands that the failure to provide, or cause to provide, complete, accurate, up-to-date, and timely documentation and information to Nyhart, whether intentional or by error, could result in an impairment of Nyhart's services.

Nyhart accepts Client's stipulation that, pursuant to Indiana Code 22-5-1.7-11, Nyhart either is enrolled in or shall enroll in and verify the work eligibility status of all newly hired employees of Nyhart through the E-verify program, unless the E-verify program no longer exists. Nyhart, under penalties of perjury, affirms that it does not knowingly employ any unauthorized aliens.

Client Responsibilities and Representations

The Client has general responsibilities with respect to the Plan, including

- Providing all information required by Nyhart to perform its services under this Agreement on a timely basis;
- Serving as fiduciary for the Plan;
- Communicating Plan details to employees and answering employee questions;
- Ensuring adequate funding of the Plan; and
- Authorizing plan disbursements and ensuring accuracy of information provided.

Dispute Resolution

Nyhart and Client agree that before commencing any action or proceeding with respect to any dispute between the parties arising out of or relating to this Agreement or the Services they first shall attempt to settle such dispute through consultation and negotiation in good faith and in a spirit of mutual cooperation. Any such dispute will be submitted in

writing to a panel of one (1) senior executive or official of each of Nyhart and Client, who will promptly meet and confer in an effort to resolve such dispute. Each party's representative will be identified by notice to the other, and may be changed at any time thereafter by notice to the other. Any mutually agreed decisions of the executives will be final and binding on the parties. In the event the executives are unable to resolve any dispute within thirty (30) days after submission to them, either party may then refer such dispute to mediation by a mutually acceptable mediator to be chosen by Nyhart and Client within forty-five (45) days after written notice by either party demanding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. All communications and discussions in furtherance of this paragraph shall be treated as confidential settlement negotiations, which are not subject to discovery. The costs of the mediator shall be shared equally, but each party shall pay its own attorneys' fees.

Any dispute which cannot be resolved between the parties through negotiation, mediation or other form of alternative dispute resolution within six months of the date of the initial demand for mediation by one of the parties may then be submitted to a court of competent jurisdiction. To facilitate an expeditious and economical judicial resolution of such dispute, Nyhart and Client agree to waive and not to demand a trial by jury, and not to include any employee, officer, director or trustee of either as a party, in any action, proceeding or counterclaim relating to such dispute. Nothing in this section will prevent either party from resorting to judicial proceedings if interim relief from a court is necessary to prevent serious and irreparable injury to that party or to others. Any claim, action or proceeding against Nyhart will be barred unless Client initiates the dispute resolution procedures outlined below within one year of first discovering the act, error or omission that is the basis for such claim.

Indemnification and Limitation of Liability

The liability of Nyhart, in tort, contract or otherwise, to Client, a Plan and the officers, directors, trustees, employees or shareholders of any of them, and to any other third party, for all claims arising in connection with or contribution to by this Agreement and the Services (including without limitation multiple claims arising out of or based upon the same act, error or omission, or series of continuous, interrelated or repeated acts, errors or omissions) shall not include loss of profit or incidental, consequential, indirect, punitive or similar damages and shall be further limited to the amount of fees for Services received by Nyhart under this Agreement for the twelve (12) months immediately preceding the act, error or omission upon which such liability is based. Nothing in this paragraph shall apply to any liability which has been finally determined to have arisen from willful misconduct or fraud on the part of Nyhart or which cannot lawfully be limited, modified or excluded.


Nyhart shall indemnify the Client from and against any and all claim, loss, liability or damage (including attorney's fees) which the Client may incur: (i) arising out of any material breach by Nyhart of any of its material obligations, representations or warranties contained in this Agreement; or (ii) arising out of Nyhart's negligence, gross negligence or willful, fraudulent, or criminal misconduct associated with its performance of services under this Agreement. The parties further recognize that clerical errors and variations may occur. When discovered, they will be corrected or adjusted by Nyhart, in accordance with its normal procedures, to the extent reasonable and possible.

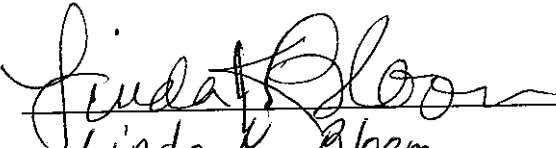
Acceptance

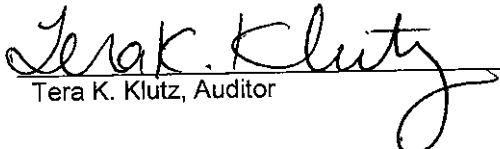
The items and conditions of this Agreement are agreed to and accepted by Client on behalf of the Plan. This Agreement is effective only when signed by all parties.

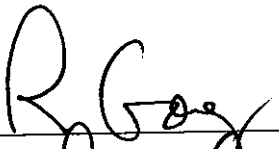
The Board of Commissioners of the County of Allen

By: _____
Printed Name: _____
Title: _____
Date: _____

By: 
Printed Name: Therese Brown
Title: Commissioner
Date: 2-20-15

By: 
Printed Name: Linda K. Bloom
Title: Commissioner
Date: 2-20-15

Attest: 
Tera K. Klutz, Auditor

Nyhart
By: 
Printed Name: Randy Gomez
Title: Principal
Date: 3-3-15



HYATT REGENCY INDIANAPOLIS
ONE S CAPITOL AVE

INDIANAPOLIS, IN 46204- US

Telephone: (800) 233-1234

Fax: (317) 616-6079

February 17, 2015

CATERING CONTRACT

GROUP NAME: Board of Commissioners of the County of Allen
 FUNCTION NAME: Meeting
 CONTACT NAME: Beth Lock
 ADDRESS: 200 E. Berry Street
 Suite 410
 Fort Wayne, IN 46845
 PHONE NUMBER: (260) 449-7065
 FAX NUMBER:
 EMAIL ADDRESS: beth.lock@allencounty.us

Day	Date	Function	Time	Set Up	# of guests	Room Rental - Location
Tuesday	3/31/2015	MEETING	10:30 AM - 11:30 AM	THEATRE	50	\$ 100 - Concept
Tuesday	3/31/2015	LUNCH	11:30 AM - 01:30 PM	BANQUET ROUNDS OF 8	40/50	\$ 0 - Network

Board of Commissioners of the County of Allen ("Group") and HYATT REGENCY INDIANAPOLIS ("Hotel") agree as follows:

DEFINITE BOOKING

Once you sign and return this agreement, along with the required deposit of \$250.00, your reservation will be confirmed and considered a definite booking. This signed contract and deposit of \$250.00 are due on 2/24/2015.

MINIMUM REVENUE COMMITMENT

Based on the approximate number of guests set forth above, a minimum of \$1,300.00 in combined banquet food, beverage and meeting room rental will be spent at your function. This minimum does not include guestroom charges, service charges, any applicable taxes, labor charges, audiovisual, or any other miscellaneous charges incurred. Should your final count drop below the approximate number of guests listed above, we will be happy to advise you on additional alternatives in food and beverage which will bring you back up to the agreed upon minimum revenue figures for your function.

CANCELLATION POLICY

Either the Hotel or Group may cancel this contract without cause at any time prior to the event by paying to the other party liquidated damages (agreed not to constitute a penalty) based on the following scale:

More than six(6) months from arrival date (40% of estimate revenue)	\$520.00
Less than six(6) months to one(1) month from arrival date (60% of estimate revenue)	\$780.00
Less than one(1) month up to arrival date (75% of estimate revenue)	\$975.00

Cancellations made under this provision shall be made by the canceling party to the non-canceling party by written notice and payment of the liquidated damages due at that time.

Failure to remit payment when due will result in Group's cancellation of this Agreement and Group shall be liable for the Cancellation Fee as set forth herein.

FORCE MAJEURE

The parties' performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, restriction on food, beverage or other supplies or any other emergency of a comparable nature beyond the parties' control, making it impossible, illegal or which materially affects a party's ability to perform its obligations under this Agreement. In order to terminate this agreement under this provision, the terminating party must provide written notice to the other party within five (5) days of the occurrence of any of these events. In the event of termination by the Hotel under this section, the Hotel shall refund all deposits and/or prepayments made by the Group within five (5) days of the notice of termination.

GUARANTEE COUNTS

In arranging for private functions, the final attendance must be received by the Catering Office no later than 11:00 a.m. three (3) working days prior to the commencement of the function. This number will be considered a guarantee, not subject to reduction, and charges will be made accordingly. Please provide the guarantees on the following days*:

Day of Function:	Guarantee due on the preceding:
Saturday, Sunday, or Monday	Wednesday
Tuesday	Thursday
Wednesday	Friday
Thursday	Monday
Friday	Tuesday

*National Holidays are not considered working days and should be taken into consideration when submitting guarantees.

The Hotel will be prepared to serve 3% more than the guaranteed number of attendees and cannot be responsible for service to more than 3 % over the guarantee for groups of up to 1,000 persons. For groups more than 1,000 persons, a maximum of 30 person oversight will apply. If the guarantee is raised within the 72 hours, the 3% over set will not apply, and the guarantee then becomes the set.

TAXES

All federal and local taxes / charges which may be imposed or be applicable to this agreement and to the service rendered by the Hotel are in addition to the prices herein agreed upon, and the Group agrees to pay them.

FOOD AND BEVERAGE

No food and beverage of any kind may be brought into the Hotel by the Group or any of the Group's guests or invitees.

PAYMENT

Payment will be made by credit card. The estimated charges for this event will be placed on this credit card seven (7) business days prior to arrival.

SERVICE CHARGE

A 23% Service Charge and applicable taxes shall be added to all food and beverage. 14 percent (%) of which is to go to service personnel and banquet captains, and where applicable busboys and/or bartenders engaged in the function, and 9 percent (%) is retained by the hotel to off set employee wages and benefits.

PERMITS/LICENSES

In the event that the Group's function requires a permit or license from any governing body, local, state or federal, the Group is solely responsible for obtaining such license or permit at Group's expense.

CHANGES; NOTICE

Any changes to these terms must be made in writing and signed by both parties to be effective. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any notice hereunder shall be given to the individuals listed on the first page of this Agreement at the addresses set forth herein. Notice must be given through certified or registered mail, return receipt requested, overnight delivery, with a signature signifying receipt, or by facsimile in order to be effective under this agreement and shall be deemed delivered upon receipt.

DAMAGES

Neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such party has knowledge of the possibility of such damages.

PRIVACY OF PERSONAL INFORMATION

Hotel complies with the Global Privacy Policy for Guests which is available at <http://privacy.hyatt.com> (the "Privacy Policy"). If applicable, Group agrees to inform guests or event attendees at the hotel ("Guests") where they may access the Privacy Policy. Group affirms that it (and its agent of record, if applicable) is authorized to provide, request, and receive information pertaining to Guests as is necessary pursuant to the Guests' hotel stay, event attendance or under this Agreement. Further, Hotel will protect and use personal data about Guests that Hotel receives in connection with its performance of this Agreement and as set forth in the Privacy Policy.

AGREEMENT

This Agreement, which is incorporated herein by reference, is all of the terms agreed to by the parties. The agreement shall be considered accepted once both parties have signed below. It is our understanding that you are empowered by your organization to make these arrangements. A signature delivered by facsimile or electronic means will be considered binding for both parties. All prior agreements, verbal or written, are no longer effective once this Agreement is signed by the parties.

Date: _____

Signature: _____
LAURA FELTNER
(HYATT REGENCY INDIANAPOLIS)

Date: Feb. 20, 2015

Signature: Linda K Bloom
Printed: _____

Linda K Bloom

(BOARD OF COMMISSIONERS OF
THE COUNTY OF ALLEN)
Therese Brown

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN
ORDINANCE DATED February 20, 2015
ORDINANCE NUMBER 02-20-15-02

WHEREAS, it has been recommended that Title 12 (Financial) – Article 194 (Stonebridge Business Park Project Fund); and

WHEREAS, the Board of Commissioners of the County of Allen deems repeal appropriate.

NOW, THEREFORE, be it ordained that:

Section 1. Title 12 (Financial) – Article 194 (Stonebridge Business Park Project Fund) is hereby repealed in its entirety.

Section 2. The Board of Commissioners requests that the Auditor’s Office close Fund 842 and transfer the remaining balance as follows:

- Fund 100 - \$56,443.73
- Fund 273 - \$82,784.14
- Fund 329 - \$237,063.67

Section 3. This ordinance shall become effective upon the date of passage.

Passed this 20th day of February, of 2015.

THE BOARD OF COMMISSIONERS OF
THE COUNTY OF ALLEN

Nelson Peters

Therese M. Brown

Linda K. Bloom

ATTEST:

Tera Klutz
Tera Klutz, Auditor