

**ALLEN COUNTY COUNCIL MEETING AGENDA
THURSDAY, MAY 9, 2013
8:30 AM**

CALL TO ORDER: PRESIDENT, DARREN VOGT

APPROVAL OF MINUTES: APRIL 18, 2013

FINANCIAL REPORT: AUDITOR, TERA KLUTZ

UNEMPLOYMENT RATE:

	February	March
Allen County	8.9%	8.8%
Indiana	9.3%	9.1%
Illinois	10.4%	9.4%
Michigan	9.2%	8.8%
Ohio	7.8%	7.3%
National	8.1%	7.6%

TOTAL APPROPRIATIONS REQUESTED IN THE GENERAL FUND: \$70,070

TOTAL APPROPRIATIONS REQUESTED IN OTHER FUNDS: \$292,540

ECONOMIC DEVELOPMENT: Vogt

LEDGE Agreement for Franklin Electric

DRUG AND ALCOHOL CONSORTIUM

APPROPRIATION IN DRUG FREE COMMUNITIES FUND 745:

745-0204-415.31-45 PROGRAM GRANTS \$288,540

DEPARTMENT 62 - SUPERIOR COURT Harris

APPROPRIATION IN THE GENERAL FUND:

100-6201-412.29-03 COMPUTER SOFTWARE \$17,650

DEPARTMENT 285-DEPARTMENT OF HEALTH Vogt

APPROPRIATION IN COUNTY HEALTH FUND 285:

285-7301-441.43-03 OFFICE/COMPUTER EQUIPMENT \$4,000

DEPARTMENT 02 - AUDITOR (on behalf of JOPB) Vogt

APPROPRIATION IN THE GENERAL FUND:

100-4005-411.31-13 CONTRACTUAL \$52,420

DISCUSSION AND OTHER BUSINESS TO COME BEFORE COUNCIL:

Leo-Cedarville Regional Sewer District appointment expires August 31, 2013.
Neil Wisler is currently the appointment and this is for a four-year term.

RECENT and/or UPCOMING MEETINGS:

LIAISON REPORTS:

PUBLIC COMMENTS:

Approval to waive the second reading on any matter approved today for which it may be deemed necessary for the County Council meeting of May 9, 2013.

The next County Council meeting will be held at 8:30 am Thursday, June 13, 2013 in the Discussion Room of Citizens Square

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 E. Berry Street, Suite 380, Fort Wayne, In. 46802 or by phone at (260)449-7217.

ALLEN COUNTY
 FINANCIAL REPORT FOR
COUNTY GENERAL FUND
 April 30, 2013

May 9, 2013 **Meeting**

Fund - 100

	<u>ESTIMATE</u>		<u>ACTUAL</u>	
CASH BALANCE AT 1/1/13	10,182,313			10,182,313
ESTIMATED REVENUES FOR 2013:			ACTUAL REVENUES TO DATE:	
			Percentage of Collections:	
2013 Property Tax	57,550,199			
Less Circuit Breaker Credit	(6,179,575)			
Total Property Taxes charged	51,370,624		0.00%	
Less Allowance for Uncollected Property Tax	(1,541,119)			
Miscellaneous	20,539,914		33.01%	6,780,073
	70,369,419		Total Percentage of Collections	9.63% 6,780,073
TOTAL CASH & ESTIMATED REVENUES:	80,551,732		ACTUAL CASH YEAR TO DATE:	16,962,386
ESTIMATED DISBURSEMENTS:			ACTUAL DISBURSEMENTS:	
2013 Budget	73,447,348			23,470,552
2012 Encumbrances	4,716,906			
Additional Appropriations	396,868			
	78,561,122		Percentage of Disbursements	29.88% 23,470,552
TOTAL BUDGETED APPROPRIATION	78,561,122			
2013 County Council Earmark	(1,500,000)		Rainy Day Temporary Loan	8,000,000
- \$1 Million for conversion to Merit Pay				
- \$500K for new HR System				
AMOUNT LEFT FOR APPROPRIATION	490,610		ACTUAL CASH BALANCE YTD:	1,491,834
FOR CONSIDERATION TODAY:				
APPROPRIATIONS	70,070			

Allen County General Fund Miscellaneous Revenue

April 2013

% OF YEAR PAST = 33.34%

DLGF Account Code		Estimated Revenue 2013	Percent Collected	Total
OTHER TAXES:				
0201	Financial Institutions Tax	207,770	0.00%	0
0202	Vehicle License Excise Tax	4,021,648	32.75%	1,317,131
0217	Commercial Vehicle Excise Tax	384,207	0.00%	0
CO#1	Riverboat Wagering Tax Revenue	441,308	0.00%	0

INTERGOVERNMENTAL REVENUES:				
1120	Indirect Costs - Chld Sprt IV-D	375,000	48.98%	183,657
1121	Emerg Prep/Civil Def-Fed Match	80,000	0.00%	0
1122	Care of Federal Prisoners	1,600,000	36.75%	588,052
1140	Juvenile Justice Center/Trans. Child Care	225,000	18.03%	40,572
1141	Youth Serv/Regular Child Care	340,000	31.16%	105,945
1413	Change of Venue	0	0.00%	0
1501	Liquor Excise Tax Distr. - ABC	19,000	67.52%	12,829
1510	Inheritance Tax-County Share	700,000	29.74%	208,168
2708	Fed Reimbursement For Services	0	0.00%	0
2709	State Reimbursement For Service	0	0.00%	0
CO#7	Public Defender Reimbursement	1,000,000	53.33%	533,251
2718	Examination of Records	30,000	0.00%	0
CO#4	SSI Payments	45,000	36.89%	16,600

LICENSES AND PERMITS:				
2101	Department of Planning	650,000	41.28%	268,316
2102	Building Department	1,500,000	38.68%	580,216
3102	Cable Franchise License Fees	400,000	48.85%	195,393

CHARGES FOR SERVICES:				
Departmental Revenue:				
2106	Treasurer	200,000	37.12%	74,244
2108	Recorder	825,000	40.80%	336,560
2109	Sheriff	1,220,000	45.08%	549,954
2110	Surveyor	70,000	55.52%	38,861
2111	Auditor	6,500	30.16%	1,960
2115	Data Processing	260,000	41.77%	108,590
2210	Prosecuting Attorney	0	0.00%	0
2707	Charges for Services - N.I.R.C.C.	600,000	39.42%	236,544
4103	Clerk of Circuit Court	1,985,000	27.80%	551,815

MISCELLANEOUS REVENUE				
CO#5	Child Support Exp Budget Reimb	1,770,000	16.36%	289,530
2105	Election Expense	0	0.00%	0
2711	Reimbursements	20,000	186.48%	37,295

Allen County General Fund Miscellaneous Revenue

April 2013

% OF YEAR PAST = 33.34%

DLGF Account Code		Estimated Revenue 2013	Percent Collected	Total
2717	Copy Machine Charges	200	57.00%	114
4105	Telephone Reimbursement	4,000	35.02%	1,401
6100	Interest on Investments	350,000	10.85%	37,959
6200	Rental of County Property	395,281	35.90%	141,888
6500	Co. Misc - Non-identified Rev	127,000	58.54%	74,347
CO#6	General Fund Incentive - IV D	0	0.00%	0

OTHER FINANCING SOURCES:

5101	Sale of Real & Personal Property	50,000	15.36%	7,681
5400	Repayment of Loans	0	0.00%	0
5600	Refunds	200,000	1.60%	3,200
5601	Property Tax Refund Reimbursements	200,000	0.00%	0
0210	Unclaimed Surplus Tax	0	0.00%	0
0211	Unclaimed Tax Sale Surplus	0	0.00%	0
TOTAL		20,301,914	32.22%	6,542,073
Cedit Fund Transfer		238,000		238,000
TOTAL		20,539,914	33.01%	6,780,073

County General Miscellaneous Revenue Explanations

April 2013

33.34% of Year Elapsed

Revenue Source	Annual Estimate	Percent	Actual	Explanation
OTHER TAXES:				
Financial Institutions Tax	207,770	0.00%		Two equal installments June and December.
Vehicle License Excise Tax	4,021,648	32.75%	1,317,131	Distributed April , June, October & December
Commercial Vehicle Excise Tax	384,207	0.00%		Two equal installments June and December.
Riverboat Wagering Tax Rev	441,308	0.00%		Full year distribution received in August.
INTERGOVERNMENTAL REVENUES:				
Indirect Costs - Child Support	375,000	48.98%	183,657	Received Quarterly-4th Qtr 2012 & 1st Qtr 2013
Emerg Prep/Civil Def-Fed Match	80,000	0.00%		Received 1x per yr
Care of Federal Prisoners	1,600,000	36.75%	588,052	Varies monthly depending on prisoners
ACJC/Trans Child Care	225,000	18.03%	40,572	Per Diem fees received monthly, except out-of-county contracts pay full year in first quarter
Youth Serv/Regular Child Care	340,000	31.16%	105,945	Varies monthly depending on youths housed
Change of Venue	0	0.00%		
Liquor Excise Tax Dist-ABC	19,000	67.52%	12,829	Two Distributions per year
Inheritance Tax-County Share	700,000	29.74%	208,168	Received Quarterly-4th Qtr 2012 & 1st Qtr 2013
Public Defender Reimbursement	1,000,000	53.33%	533,251	Received Quarterly
Examination of Records	30,000	0.00%		Two Distributions per year
SSI Payments	45,000	36.89%	16,600	Receive monthly from Social Security Admin
LICENSES AND PERMITS:				
Department of Planning	650,000	41.28%	268,316	Collections deposited monthly
Building Department	1,500,000	38.68%	580,216	Collections deposited monthly
Cable Franchise License Fees	400,000	48.85%	195,393	Paid Quarterly from Cable Vendors
CHARGES FOR SERVICES:				
Treasurer	200,000	37.12%	74,244	Tax Sale Fees receipted with December Settlement
Recorder	825,000	40.80%	336,560	Collections deposited monthly

County General Miscellaneous Revenue Explanations

April 2013

33.34% of Year Elapsed

Revenue Source	Annual Estimate	Percent	Actual	Explanation
Sheriff	1,220,000	45.08%	549,954	Made up of different fees, including tax warrants at 4/30 \$33,127.59.
Surveyor	70,000	55.52%	38,861	Summer months usually yield higher collections
Auditor	6,500	30.15%	1,960	Copy, Notary, Payroll Processing fees
Data Processing	260,000	41.77%	108,590	Data file fees monthly / final Qtr of year receive "settle up" Data sharing costs from City of Ft Wayne / Joint Permit Brd 50% reimb from City of Ft Wayne
N.I.R.C.C.	600,000	39.42%	236,544	Reimbursed from Feds as it is spent and invoiced
Clerk	1,985,000	27.80%	551,815	Collections deposited monthly
MISCELLANEOUS REVENUE:				
Child Support Exp Budget Reimb	1,770,000	16.36%	289,530	Reimbursed from State as it is spent and invoiced
Election Expense Reimburse		0.00%		
Reimbursements	20,000	186.48%	37,295	Miscellaneous Reimbursements, i.e. Commissary part-time salaries
Copy Machine Charges	200	0.00%	114	All other Departments copy fee charges
Telephone Reimbursement	4,000	35.03%	1,401	Payphone commissions
Interest	350,000	10.85%	37,959	Received monthly
Rental of County Property	395,281	35.90%	141,888	Received monthly.
Co. Misc. - Non-identified Rev	127,000	58.54%	74,347	Miscellaneous one time revenue
OTHER FINANCING SOURCES:				
Sale of Real & Personal Property	50,000	15.36%	7,681	Proceeds from sale of county owned property
Refunds	0	0.00%		Misc Refunds of overpayment to vendors
Unclaimed Surplus Tax	200,000	1.60%	3,200	Final Unclaimed Surplus is moved to General Fund in December of each year.
Property Tax Refund Reimb	200,000	0.00%		County is reimbursed from units at Settlement for tax refunds paid throughout the year.
TOTAL	20,301,914	32.22%	6,542,073	
Less Property Tax Refunds				Eliminate refunds above the estimated revenue to calculate a more accurate picture of collection rate.
Plus CEDIT Fund Transfer	238,000		238,000	CEDIT funding to supplement Misc. revenue
Total Miscellaneous Collections	20,539,914	33.01%	6,780,073	

ALLEN COUNTY
 FINANCIAL REPORT FOR
COIT DISTRIBUTIVE SHARES
 April 30, 2013

May 9, 2013 Meeting

Fund - 121

	<u>ESTIMATE</u>		<u>ACTUAL</u>	
CASH BALANCE AT 1/1/13	-		-	
ESTIMATED REVENUES FOR 2013:				ACTUAL REVENUES TO DATE:
COIT distributive shares	13,900,000		32.42%	4,505,964
	<u>13,900,000</u>			<u>4,505,964</u>
TOTAL CASH & ESTIMATED REVENUES:	13,900,000			Total Percentage of Collections 32.42% 4,505,964
ESTIMATED DISBURSEMENTS:				ACTUAL DISBURSEMENTS:
2013 Adjusted Budget	13,900,000			3,669,070
Additional Appropriations				
TOTAL BUDGETED APPROPRIATION	<u>13,900,000</u>			<u>3,669,070</u>
				Percentage of Disbursements 26.40% 3,669,070
AMOUNT LEFT FOR APPROPRIATION	<u><u>0</u></u>			ACTUAL CASH BALANCE YTD: <u><u>836,894</u></u>
FOR CONSIDERATION TODAY:				
APPROPRIATIONS				

ALLEN COUNTY
FINANCIAL REPORT
HIGHWAY FUND
April 30, 2013

May 9, 2013

Meeting

Fund - 250

Department - Highway

	<u>ESTIMATE</u>		<u>ACTUAL</u>
CASH BALANCE AT 1/1/13	5,310,382		5,310,382
ESTIMATED REVENUES FOR 2013:		ACTUAL REVENUES TO DATE:	
		Percentage of Collections:	
Sur Tax Distribution	1,786,293	33.13%	591,767
Wheel Tax Distribution	316,726	62.98%	199,463
Highway Fees	241,000	71.91%	173,302
MVH State Distribution	6,037,672	32.97%	1,990,336
Miscellaneous/Other	186,400	42.65%	79,507
	8,568,091	Total Percentage of Collections	35.41% 3,034,375
TOTAL CASH & ESTIMATED REVENUES:	13,878,473	ACTUAL CASH YEAR TO DATE:	8,344,758
ESTIMATED DISBURSEMENTS:		ACTUAL DISBURSEMENTS:	
2013 Budget	8,568,091		3,462,357
2012 Encumbrances	3,652,162		
Additional Appropriations	1,634,320		
TOTAL BUDGETED APPROPRIATION	13,854,573	Percentage of Disbursements	24.99% 3,462,357
AMOUNT LEFT FOR APPROPRIATION	23,900	REMAINING CASH BALANCE YTD:	4,882,401

FOR CONSIDERATION TODAY:

APPROPRIATIONS

UNAPPROPRIATIONS

ALLEN COUNTY
FINANCIAL REPORT
LOCAL ROAD AND STREET
April 30, 2013

May 9, 2013

Meeting

Fund - 255

Department - Highway

	<u>ESTIMATE</u>		<u>ACTUAL</u>	
CASH BALANCE AT 1/1/13	2,362,216			2,362,216
ESTIMATED REVENUES FOR 2013:			ACTUAL REVENUES TO DATE:	
			Percentage of Collections:	
LRS Distributions	1,340,562		37.61%	504,204
Federal Reimb/Misc	350,000		44.69%	156,402
	1,690,562		Total Percentage of Collections	39.08% 660,606
TOTAL ESTIMATED CASH:	4,052,778		ACTUAL CASH YEAR TO DATE:	3,022,822
ESTIMATED DISBURSEMENTS:			ACTUAL DISBURSEMENTS:	
2013 Budget	1,576,726			361,711
2012 Encumbrances	2,341,954			
Additional Appropriations				
TOTAL BUDGETED APPROPRIATION	3,918,680		Percentage of Disbursements	9.23% 361,711
AMOUNT LEFT FOR APPROPRIATION	134,098		REMAINING CASH BALANCE YTD:	2,661,111

FOR CONSIDERATION TODAY:

APPROPRIATIONS

UNAPPROPRIATIONS

ALLEN COUNTY
FINANCIAL REPORT FOR
REASSESSMENT 2017
April 30, 2013

May 9, 2013 **Meeting**

Fund - 261

Department - Co. Assessor

	<u>ESTIMATE</u>		<u>ACTUAL</u>	
CASH BALANCE AT 1/1/13	655,344			655,344
ESTIMATED REVENUES FOR 2013:				ACTUAL REVENUES TO DATE:
2012 Property Tax	511,217			Percentage of Collections:
Less Circuit Breaker Credit	<u>(54,893)</u>			
Total Property Taxes charged	456,324			0.00%
Less Allowance for Uncollected Property Tax	(13,690)			
Miscellaneous	<u>41,983</u>			27.84% <u>11,686</u>
	484,617			Total Percentage of Collections 2.41% 11,686
TOTAL CASH & ESTIMATED REVENUES:	1,139,962			ACTUAL CASH YEAR TO DATE: 667,031
ESTIMATED DISBURSEMENTS:				ACTUAL DISBURSEMENTS:
2013 Budget	591,766			162,348
2012 Encumbrances	525			
Additional Appropriations	<u> </u>			<u> </u>
TOTAL BUDGETED APPROPRIATION	592,291			Percentage of Disbursements 27.41% 162,348
AMOUNT LEFT FOR APPROPRIATION	<u><u>547,671</u></u>			REMAINING CASH BALANCE YTD: <u><u>504,682</u></u>

FOR CONSIDERATION TODAY:

APPROPRIATIONS
UNAPPROPRIATIONS

ALLEN COUNTY
FINANCIAL REPORT
Cumulative Capital Development
April 30, 2013

May 9, 2013

Meeting

Fund - 321

Dept - Commissioners

	<u>ESTIMATE</u>		<u>ACTUAL</u>
CASH BALANCE AT 1/1/13	2,455,891		2,455,891
ESTIMATED REVENUES FOR 2013:		ACTUAL REVENUES TO DATE:	
2013 Property Tax	2,645,545	Percentage of Collections:	
Less Circuit Breaker Credit	<u>(284,071)</u>		
Total Property Taxes charged	2,361,474		0.00%
Less Allowance for Uncollected Property Tax	(70,844)		
Miscellaneous	528,686		32.03% 169,345
	<u>2,819,316</u>	Total Percentage of Collections	<u>6.01% 169,345</u>
TOTAL CASH & ESTIMATED REVENUES:	5,275,207	ACTUAL CASH YEAR TO DATE:	2,625,237
ESTIMATED DISBURSEMENTS:		ACTUAL DISBURSEMENTS:	
2013 Budget	3,049,717		477,665
2012 Encumbrances	416,644		
Additional Appropriations	<u> </u>		<u> </u>
TOTAL BUDGETED APPROPRIATION	3,466,361	Percentage of Disbursements	13.78% 477,665
AMOUNT LEFT FOR APPROPRIATION	<u><u>1,808,846</u></u>	REMAINING CASH BALANCE YTD:	<u><u>2,147,572</u></u>
FOR CONSIDERATION TODAY:			
APPROPRIATIONS			
UNAPPROPRIATIONS			

ALLEN COUNTY
FINANCIAL REPORT
CEDIT
April 30, 2013

May 9, 2013

Meeting

Fund - 329

Dept - Commissioners

	<u>ESTIMATE</u>		<u>ACTUAL</u>
CASH BALANCE AT 1/1/13	13,504,519		13,504,519
ESTIMATED REVENUES FOR 2013:			ACTUAL REVENUES TO DATE:
CEDIT Tax	6,100,000		42.93% 2,618,729
Federal/State Project Reimbursement	<u>6,100,000</u>		<u>2,618,729</u>
TOTAL CASH & ESTIMATED REVENUES:	19,604,519		ACTUAL CASH YEAR TO DATE: 16,123,249
ESTIMATED DISBURSEMENTS:			ACTUAL DISBURSEMENTS:
2013 Budget	6,100,000		2,454,524
2012 Encumbrances	9,217,222		
Additional Appropriations	<u>1,506,164</u>		<u>2,454,524</u>
TOTAL BUDGETED APPROPRIATION	16,823,386		Percentage of Disbursements 14.59% 2,454,524
AMOUNT LEFT FOR APPROPRIATION	<u><u>2,781,133</u></u>		REMAINING CASH BALANCE YTD: <u><u>13,668,724</u></u>

FOR CONSIDERATION TODAY:

APPROPRIATIONS
UNAPPROPRIATIONS

ALLEN COUNTY
FINANCIAL REPORT
MAJOR BRIDGE FUND
April 30, 2013

May 9, 2013

Meeting

Fund - 340

Dept - Highway

	<u>ESTIMATE</u>		<u>ACTUAL</u>
CASH BALANCE AT 1/1/13	6,703,905		6,703,905
ESTIMATED REVENUES FOR 2013:			
2013 Property Tax	1,648,673		
Less Circuit Breaker Credit	<u>(177,030)</u>		
Total Property Taxes charged	1,471,643		0.00%
Less Allowance for Uncollected Property Tax	(44,149)		
2012 Outstanding Federal/State Project Reimb	-		
Miscellaneous	<u>132,169</u>		55.51% <u>73,368</u>
	1,559,663		Total Percentage of Collections 4.70% 73,368
TOTAL CASH & ESTIMATED REVENUES:	8,263,568		ACTUAL CASH YEAR TO DATE: 6,777,273
ESTIMATED DISBURSEMENTS:			
2013 Budget	1,617,768		426,849
2012 Encumbrances	6,343,108		
Additional Appropriations	<u> </u>		<u> </u>
TOTAL BUDGETED APPROPRIATION	7,960,876		Percentage of Disbursements 5.36% 426,849
AMOUNT LEFT FOR APPROPRIATION	<u><u>302,692</u></u>		REMAINING CASH BALANCE YTD: <u><u>6,350,424</u></u>

FOR CONSIDERATION TODAY:

APPROPRIATIONS
UNAPPROPRIATIONS

ALLEN COUNTY
FINANCIAL REPORT FOR
Rainy Day Fund
April 30, 2013

May 9, 2013

Meeting

Fund - 736

Department - Commissioners

	<u>ESTIMATE</u>		<u>ACTUAL</u>
CASH BALANCE AT 1/1/13	11,937,082		11,937,082
ESTIMATED REVENUES FOR 2013:			ACTUAL REVENUES TO DATE:
			Percentage of Collections:
General Fund Rollover			
Interest/Miscellaneous	30,000		21.60% 6,480
Highway loan repayment	320,000		100.00% 320,000
	350,000		Total Percentage of Collections 93.28% 326,480
TOTAL CASH & ESTIMATED REVENUES:	12,287,082		ACTUAL CASH YEAR TO DATE: 12,263,562
ESTIMATED DISBURSEMENTS:			ACTUAL DISBURSEMENTS:
2013 Budget approved for General Fund	0		0
2012 Encumbrances			
Additional Appropriations			
	0		0
TOTAL BUDGETED APPROPRIATION	0		Percentage of Disbursements 0
			Temporary Loan to General Fund (8,000,000)
AMOUNT LEFT FOR APPROPRIATION	12,287,082		REMAINING CASH BALANCE YTD: <u>4,263,562</u>

FOR CONSIDERATION TODAY:

APPROPRIATIONS
UNAPPROPRIATIONS

**FORT WAYNE/ALLEN COUNTY JOINT LEDGE AGREEMENT
WITH FRANKLIN ELECTRIC**

This Joint Ledge Agreement (the "Agreement") is entered as of the Effective Date (as hereinafter defined) by and among the Allen County Redevelopment Commission (the "Redevelopment Commission"), the Board of Commissioners of the County of Allen (the "County"), the Allen County Council ("County Council") the City of Fort Wayne, Indiana (the "City"), the Common Council of the City of Fort Wayne ("the Common Council"), and Franklin Electric Co., Inc., an Indiana corporation ("Recipient") (the Redevelopment Commission, County, County Council, City, Common Council and Recipient being collectively referred to herein as the "Parties"). The Parties, in consideration of the mutual covenants, obligations and stipulations set forth herein, agree as follows:

WHEREAS, the Recipient will be a significant employer in the community of greater Fort Wayne and Allen County; and

WHEREAS, the parties desire to enter into this Agreement to encourage the expansion of job opportunities by the Recipient in the community; and

WHEREAS, I.C. 36-7-14-33 provides for agreement between and among the entities which are parties to this Agreement to provide economic development through the furnishing of financial and other assistance for a redevelopment project;

NOW, THEREFORE, for and in consideration of the joint and mutual consideration hereinafter set forth, the parties hereto agree as follows:

1. **Purpose of the Agreement.** The purpose of this Agreement is to promote job creation by the Recipient in Allen County, Indiana. In furtherance thereof, the Joint Ledge Board (as hereinafter defined) has awarded to the Recipient certain financial assistance set forth herein as a portion of the economic development incentive package to facilitate the location of the Recipient's new Global Corporate Headquarters and Engineering Center of Excellence in Allen County, Indiana (the "Facility") and to create 225 full-time jobs (the "Project"). The annual assistance provided for the benefit of Recipient in this Agreement will be used to lease equipment at the Facility for the benefit of the Recipient.

2. **Definitions.**

a. "Full-time Equivalents" ("FTE") means a job requiring a minimum of thirty-five (35) hours of an employee's time each week for the entire normal year of Company operations or a job requiring a minimum of thirty-five hours (35) of an employee's time a week for that portion of the first year in which the employee commences employment at the Facility; provided, however, that jobs requiring less than thirty-five (35) hours may be aggregated to FTEs with each aggregate equivalent considered to be a FTE.

b. "Facility" means the Recipient's headquarters and engineering facility located at 9300 block of Coverdale Road, Fort Wayne, Indiana.

c. "Joint Ledge Board" means a board created by this Agreement and composed of two (2) members of the Redevelopment Commission and two (2) members appointed by the Mayor of the City, which is charged with implementation and enforcement of this Agreement. The Redevelopment Commission shall execute the Lease Agreement and Sublease (as hereinafter defined) on behalf of the Joint Ledge Board.

d. "Taxable Year" means a calendar year identified in Section 4 for which a benefit may be allowed subject to the Recipient's compliance with this Agreement.

e. "Total annual payroll" means the ERA Statement of Benefit or IAC 50-10.

f. "Benefit" means an amount (not to exceed the amount set forth in Section 8) which may be claimed by Recipient in the corresponding Taxable Year, subject to compliance with this Agreement.

3. **Term of the Agreement.** This Agreement shall commence effective the date signed by the Recipient (the "Effective Date") and shall continue until the earlier of: (a) the expiration of the term of the Lease Agreement and Sublease between the Recipient and the Joint Ledge Board, the form of which is attached hereto as Exhibit A (the "Lease Agreement") or (b) the tenth (10th) anniversary date of the Effective Date. The Recipient shall use its best commercial efforts to maintain normal business operations at the Facility for a minimum period of ten (10) consecutive years.

4. **Description of the Project.** Recipient will invest the sum of Nineteen Million Three Hundred Thousand Dollars (\$19,300,000) in constructing the Facility prior to December 31, 2014 (the "Project"). Total annual payroll of Recipient's employees employed at the Facility including those to be employed as a result of the Project, shall exceed the amounts set forth below (2013 Payroll to be prorated to the opening date of the Facility).

<u>Year</u>	<u>Cumulative # New Jobs</u>	<u>Annual Payroll</u>
2013	225	\$17,784,000
2014	230	\$18,657,600
2015	240	\$19,968,000

5. **Duration of the Benefit.** Recipient may claim a Benefit under this Agreement for any one (1) or more Taxable Years (as hereinafter defined), provided that Recipient may not claim a benefit under this Agreement in any year after 2017.

6. **First Taxable Year for Which the Benefit is Claimed.** The first year in which a benefit may be claimed under this Agreement is Recipient's fiscal year ending on or before December 31, 2013.

7. **Contribution Limits.** The City shall contribute seventy-five percent (75%) and the County shall contribute twenty-five percent (25%) of the Ledge Benefit (as hereinafter defined) in each year a benefit is paid. Failure of either the City or the County to contribute its share of the Benefit shall not require the other party to make up any deficiency.

The City and the County shall each be responsible for making the annual payment to the Recipient for its respective share of the Ledge Benefit.

8. **The Ledge Benefit Allowed for Each Taxable Year.** The Ledge Benefit shall not, in any event, exceed a maximum of \$360,000 and will be paid over a period of three (3) years. The maximum Ledge Benefit amount that will be allowed for each such year is set forth below.

<u>Year</u>	<u>Maximum Ledge Benefit</u>	<u>Projected Jobs</u>
2013	\$60,000	225
2014	\$120,000	230
2015	\$120,000	240
2016	\$60,000	250

No Ledge Benefit under this Agreement shall be allowed in any Taxable Year in which Recipient's net FTE at the Facility falls below eighty percent (80%) of projected jobs for more than three (3) months in such Taxable Year or in which Recipient is otherwise in default in the performance of its obligations hereunder. Notwithstanding the foregoing, 2013's FTEs at the Facility, for the purposes of the above requirement, shall be evaluated based on June 1, 2013 through December 31, 2013.

Recipient shall not be responsible or liable in any way for its failure to perform its obligations hereunder, if such failure to perform is beyond the control of said party, whether caused by acts of God, unavailability or shortages of raw materials from normal sources of supply, or unavailability or shortages of energy necessary to produce and/or deliver the products by usual modes of transportation, fire, flood, war, terrorism, unforeseen market forces, embargo, explosions, riots, or loss, rules, regulations, restrictions and orders of any governmental authority to which such entity is subject, or any other cause (excepting labor disputes and strikes), excepting financial, beyond the reasonable control of the Recipient. Such failure shall not terminate this Agreement but the obligations of the Recipient shall be suspended during the period when performance is so suspended, unless such period exceeds one hundred and eighty (180) days, in which event any party hereto shall have the right at any time thereafter during the existence of such force majeure condition to terminate this Agreement upon written notice to the other parties. Recipient shall immediately notify and keep the other parties from time to time apprized regarding such force majeure condition and shall exercise its best efforts to remove or overcome the cause of such inability to comply with its obligations under this Agreement. Nothing herein shall be construed to require the settlement of strikes, lockouts or other labor difficulties by the Recipient contrary to its wishes.

The foregoing notwithstanding, the Ledge Benefit for any Taxable Year shall be reduced in an amount equal to any assessed and unpaid real or personal property taxes associated with the Facility regardless of ownership of the Facility at the time of assessment. If subsequently paid, said Ledge Benefit shall be restored by the amount of taxes paid.

9. **Responsibilities of Recipient.** Recipient has made certain representations and covenants to the Joint Ledge Board regarding the Project including the amount of private sector investment, the number of jobs to be created in Allen County, and the annual payroll to be generated

by the Project during each Taxable Year. Recipient represents and covenants that it will use commercially reasonable efforts to maintain normal business operations at the Facility for a minimum of ten (10) consecutive years. In the event Recipient breaches any of such representations or covenants or breaches the obligations set forth in Section 4 or, in any other provision of this Agreement, as determined solely by the Joint Ledge Board, the Benefit allowed shall be repaid by Recipient according to the following schedule:

In the event that the FTE employment at the Facility falls below eighty percent (80%) of the projected jobs based on the annual average FTE in any year of the ten (10) year covenant, then for each year of non-compliance, the LEDGE benefit reduction will be calculated as follows:

$$\frac{(\text{Projected Jobs} - \text{Average annual FTE})}{\text{Projected Jobs}} \times (\text{Benefit Received} \times .1 \times \text{Total number of years of non-compliance})$$

The parties hereto acknowledge that the Recipient's investment in the Project and the Joint Ledge Board's investment in granting the Benefit described in Section 8 will encourage economic growth within the County. The Joint Ledge Board acknowledges that in certain instances, economic conditions or other factors not within the Recipient's control may prevent the Recipient from complying fully with this Agreement. In such event, Recipient may notify the Joint Ledge Board of such conditions or factors and request an opportunity to explain the conditions or factors which are preventing Recipient from complying in all respects with this Agreement, and the Joint Ledge Board will exercise good faith in evaluating the conditions or factors affecting the Recipient's performance hereunder prior to taking any action authorized under this Agreement. Notwithstanding the above, under no circumstance shall Recipient be required to pay back an amount greater than the Benefit received.

The Recipient shall submit to the Joint Ledge Board no later than March 31st of each year following the Taxable Year in which this Agreement is in force, the information listed below:

- a. The number of FTE at the Project for each month during the previous Taxable Year.
- b. The average annual FTE during the previous Taxable Year.
- c. The Recipient's federal identification number and taxpayer account number as assigned by the Indiana Department of Workforce Development for the purpose of unemployment insurance, to assist in the verification of the provided information.
- d. The total annual payroll paid to all employees employed at the Facility during the previous Taxable Year. W-2 tapes provided to the State of Indiana shall be the basis for this information. Recipient will not be required to provide individual payroll information for employees at the Facility.
- e. Any other information reasonably required by the Joint Ledge Board to perform its duties, so long as Recipient is given notice of such information requirements sufficient to allow Recipient reasonable time to prepare such

information and so long as such information is available from the records maintained by Recipient in the ordinary course of its business.

f. In addition to the information provided under the provisions of the subsections contained in this Section 9, within ten (10) days of any modification, any changes in the Lease Agreement.

However, as an alternative to the requirements set forth above, the Joint Ledge Board will accept the annual Compliance with the Statements of Benefits Form (CF-1) for any year Recipient is required to file same.

Recipient shall certify under oath the accuracy of the above information submitted to the Joint Ledge Board. The information submitted to the Joint Ledge Board shall be kept confidential by the Joint Ledge Board unless law or judicial order requires disclosure of such information. The Joint Ledge Board may, upon request, share such information with the other Parties to this Agreement, who shall also keep said information confidential financial information pursuant to IC 5-14-3-4(a)(5), unless applicable law or judicial order required disclosure of such information. The Joint Ledge Board will provide notice to the Recipient (30 days if possible) before the release of any information as required above.

Any repayment of a prior Benefit under Section 9 shall be paid by the Recipient to the Joint Ledge Board within one-hundred eighty (180) days of a written request from the Joint Ledge Board.

10. **Exclusive Use of the Benefits by Recipient for Lease Payments on the Project.** Subject to appropriation, the Joint Ledge Board shall use the benefits provided under the provisions of this Agreement exclusively from the Recipient for the payment of lease obligations pursuant to the Lease Agreement.

11. **Duties and Responsibilities of the Joint Ledge Board.** Upon the timely receipt from Recipient of the information described under Section 9 of this Agreement,, the Joint Ledge Board shall review the claim for prior Taxable Year Benefit and supporting information and shall within forty-five (45) days thereafter provide the Recipient with (1) written notice of concurrence with the Benefit claimed for the prior Taxable Year, or (2) written notice of the adjusted Benefit the Joint Ledge Board determined appropriate, Based on Recipient's performance hereunder, for the prior Taxable Year together with justification of the modification from the amount claimed. Subject to the terms and conditions of this Agreement, City and County shall concurrently pay the Benefit to Recipient. The City and County shall have no obligation to make any payment to or for the benefit of Recipient in any Taxable Year in which Recipient is in default under this Agreement.

If the Joint Ledge Board determines that the Recipient is not in compliance with the requirements of this Agreement, it may, upon notice to all Parties and upon providing the Recipient an opportunity to explain the reasons for the noncompliance and the reasonable opportunity to cure, take any action it deems appropriate, including the termination of this Agreement. Recipient hereby releases each of the Parties hereto, and the Joint Ledge Board from any and all claims, demands, liabilities or causes of action, whether now existing or hereafter arising, known and unknown, which Recipient may have against any such party resulting from the termination of this Agreement.

Notice to Parties. Any notice, statement or other communications sent to the Joint Ledge Board or the Recipient, shall be sent to the following addresses, unless otherwise specifically advised.

To the Joint Ledge Board:

Mark Royse
Allen County Redevelopment Commission
200 East Berry St., Suite 150
Fort Wayne, IN 46802
PH: (260) 449-7607
FAX: (260) 449-7682
e-mail: mark.royse@co.allen.in.us

To the Recipient:

Franklin Electric Co., Inc
3801 West Ferguson Road, Suite 209
Fort Wayne, IN 46809-3194
ATTN: Patrick Davis
PH: (260) 827-5103
FAX:
e-mail: pdavis@fele.com

12. **Authority to Bind.** Notwithstanding anything in this Agreement to the contrary, the signatory for the Recipient represents that he/she has been duly authorized by the Recipient to execute this Agreement and to bind the Recipient to each of the representations, covenants, and obligations of Recipient entered herein.

13. **Amendment of this Agreement.** This Agreement or any portion hereof may only be amended by written amendment executed by all parties hereto.

14. **Assignability.** The Recipient shall not assign this Agreement or any portion thereof without the prior written consent of the Joint Ledge Board, which consent shall not be unreasonably withheld.

15. **Remedies not Impaired.** No delay or omission of any party in exercising any right or remedy available under this Agreement shall impair any such right or remedy, or constitute a waiver of any default or acquiescence thereto.

16. **Compliance with Laws.** The Recipient agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances and all provisions required thereby whether now existing or hereafter enacted, are included and incorporated by reference herein.

Pursuant to I.C. '22-9-1-10 and the Civil Rights Act of 1964, Recipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to the hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, color, religion, sex, disability, national origin, handicap or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

The Recipient affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien. The Recipient affirms under the penalties of perjury that he/she/it has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7-3. The Recipient agrees to provide documentation to the State that he/she/it has enrolled and is participating in the E-Verify program. Additionally, the Recipient is not required to participate if the Recipient is self-employed and does not employ any employees. The State may terminate for default if the

Recipient fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

17. **Governing Laws.** This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana, notwithstanding its choice of law rules to the contrary or any other state's choice of law rules. Suit, if any, shall be brought in a court of applicable jurisdiction situated in Allen County, Indiana.

18. **Entire Agreement.** This Agreement, together with the Lease Agreement(s) entered into of even date herewith, and any attachments hereto, contain the entire understanding of the parties and this Agreement supersedes all prior agreements and understandings, oral or written, with respect to the subject matter.

19. **Indemnification.** The Recipient shall indemnify, defend and hold harmless each of the other Parties hereto and their respective representatives, agents, officers and employees (collectively, the "Indemnitees") from and against all claims, demands, charges, lawsuits, costs and expenses (including legal costs and, attorneys fees) caused by any act or omission of the Recipient and/or its subcontractors, vendors, suppliers, employees, representatives, licensees and authorized agents and in connection with the design, construction, operation, management and control of the Facility. No other Party hereto shall provide any indemnification hereunder to the Recipient. Recipient hereby forever releases Indemnitees and each of them from any and all claims, demands and charges, known and unknown, whether now existing or hereafter arising, that Recipient has or may have against Indemnitees, or any of them, under this Agreement. Notwithstanding anything herein contained, Recipient shall not be obligated to indemnify, defend or hold harmless any Indemnitee for any action or injury above due to the gross negligence or intentional act of said Indemnitee.

20. **Penalties and Interest.** The Indemnitees will in good faith perform their required obligations hereunder and shall not in any event be required to pay any direct, liquidated, incidental, specific, punitive or consequential damages in the event of breach of this Agreement by Indemnitees or any of them.

21. **Mutual Attorneys Fees Provision.** If any Party hereto brings an action or proceeding to enforce the terms of this Agreement or of the Lease Agreement (or Sublease) executed of even date herewith between the Parties hereto, the prevailing party in any such proceeding, action or appeal thereon, shall be entitled to reasonable attorneys fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment or the abandonment by the party of its claims or defense. The attorneys' fee award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all reasonable attorneys fees incurred.

22. **Severability.** The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereby, by their duly authorized representatives, have executed this Agreement on the dates entered below.

The Board of Commissioners of the County of Allen

F. Nelson Peters, President

Date: _____

Linda K. Bloom, Vice President

Attest:

Therese Brown, Secretary

Tera Klutz, Auditor

Allen County Council

Darren Vogt, President

Date: _____

Allen County Redevelopment Commission

Richard E. Beck, Jr., President

Date: _____

Fort Wayne City Council

Tom Didier, President

Date: _____

City of Fort Wayne

Tom Henry, Mayor

Date: _____

Franklin Electric Co., Inc.

Date: _____

Its: _____

FRANKLIN ELECTRIC LEASE AGREEMENT

Franklin Electric Co., Inc. (hereafter referred to as "Franklin Electric" or "Lessor") hereby leases to the Joint Ledge Board (hereafter referred to as the "Board" or "Lessee"), and Lessee hereby leases from Lessor, the personal property of the Lessor (all of which, together with any replacement parts, additions, repairs and accessories incorporated therein and/or affixed thereto, is herein collectively referred to as "Equipment"), described in Exhibit "A" (the "Equipment Lease Schedule"), to be attached hereto and to become a part hereof.

WITNESSETH:

WHEREAS, Franklin Electric will be a major employer in Allen County, Indiana and the Lessee is a board created by the Joint Ledge Agreement with Franklin Electric ("Joint Ledge Agreement") and is composed of two (2) members of the Allen County Redevelopment Commission and two (2) members appointed by the Mayor of the City, to serve at his pleasure and which board is charged with implementation and enforcement of this Joint Ledge Agreement; and

WHEREAS, Franklin Electric and the Commission have entered into a number of agreements to facilitate the creation of jobs in Allen County (the "Creation Plan") and that as part of the Creation Plan, it is necessary to enter into certain leases between the Board and Franklin Electric; and

WHEREAS, the parties have determined that the Creation Plan is for the public good and benefit of both Franklin Electric and the Board; and

WHEREAS, the parties have entered into a Sub-Lease ("Sub-Lease") on an even date herewith for the Equipment which is incorporated by reference to this Lease ("Lease") and made a part hereof.

NOW, THEREFORE, Franklin Electric and the Board hereto hereby covenant and agree as follows:

1. SELECTION OF EQUIPMENT; ACCEPTANCE; WARRANTIES; REPRESENTATIONS. THE BOARD AGREES THAT THE EQUIPMENT LEASED HEREUNDER IS LEASED "AS IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY THE BOARD AND THAT THE BOARD IS SATISFIED THAT THE SAME IS SUITABLE FOR THE BOARD'S PURPOSES AND THAT FRANKLIN ELECTRIC HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT FOR THE PURPOSES AND USES OF THE BOARD, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED WITH RESPECT THERETO, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The Board further acknowledges and agrees that in executing this Lease, it has relied solely upon the terms, provisions and conditions contained herein, and any other statements, warranties or representations, if any, by the supplier, or any salesman, employee, representative or agent of the supplier, have not been relied upon, and shall not in any way affect the Board's obligation to pay the rent and otherwise perform as set forth in this Lease.

2. TERM and RENT. The term of this Lease shall commence with the date signed below and continuing for a period of ten (10) years, unless otherwise terminated prior thereto. The Board agrees to pay for the term of this Lease, rent equal to the amount of the benefit authorized under the Joint Ledge Agreement. All rental payments shall be due forty-five (45) days after receipt by the Board of the submission and acceptance of the information required in Section 9 of the Joint Ledge Agreement. Rent

shall be due whether or not the Board has received any notice from Franklin Electric that such payments are due. All rent shall be paid to Franklin Electric at its address set forth in this Lease or as otherwise directed by Franklin Electric in writing.

3. **SUB-LEASE.** Franklin Electric acknowledges that the Equipment being leased by the Board will be subleased by the Board and hereby consents to same. Any termination of the Sub-Lease for any reason whatsoever shall make this Lease null and void.

4. **LOCATION, INSTALLATION AND USE OF EQUIPMENT.** If not currently installed, the Equipment shall be delivered to Franklin Electric and installed by Franklin Electric, and thereafter kept at the location specified. Franklin Electric shall not remove the Equipment from the aforementioned location without Lessor's prior written consent. Franklin Electric, pursuant to the Sub-Lease, shall use the Equipment in a careful and proper manner and shall comply with all laws, regulations and ordinances relating to its possession, use or maintenance.

5. **MAINTENANCE.** Franklin Electric, at its own expense, shall maintain the Equipment in good operating condition, repair and appearance, and protect same from deterioration other than normal wear and tear; shall only use the Equipment in the regular course of its business and within normal capacity. Franklin Electric shall not make any modifications, alterations or additions to the Equipment without Lessor's prior written consent. All such modifications, alterations and additions shall belong to Franklin Electric. The Equipment shall remain personal property at all times and Franklin Electric shall not affix the Equipment to realty so as to change its nature to real property.

6. **LOSS OR DAMAGE.** Franklin Electric shall bear the entire risk of loss, theft, destruction, damage or disrepair of the Equipment or any part thereof for any cause whatsoever. No such loss, damage, theft, destruction or disrepair of the Equipment shall relieve Franklin Electric of the obligation to pay rent under Section 2 or from any other obligation under the Sub-Lease. In the event of any of the above, Franklin Electric, at its own expense, shall (a) repair the Equipment, returning same to its previous condition, unless unrepairable; or (b) replace same with like equipment of equivalent value, in good condition and acceptable to the Board; or (c) replace same with substitute equipment of equivalent value, in good condition and acceptable to the Board; or (d) immediately pay the Board all rent due and to be come due under the Sub-Lease.

7. **TAXES, FEES AND LIENS.** Franklin Electric shall pay for charges, registration, permit and license fees, assessments, taxes, interest and penalties (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, maintenance, purchase, possession or use of the Equipment, or upon this Lease, or the rental payments due or to become due hereunder. Franklin Electric shall not attempt to in any manner dispose of the Equipment or to suffer any liens or legal process to be incurred or levied upon the same. Franklin Electric shall immediately notify the Board of the occurrence of any of the above; shall pay all sums for taxes, fees, charges, assessments, penalties and interest; and shall keep the Equipment free of levies, liens and encumbrances.

8. **INDEMNITY.** Except for the intentional act or gross negligence of the Lessee, Franklin Electric shall, and does hereby, indemnify and save the Board harmless from any and all liability, including, but not limited to, strict liability in tort, costs and expenses, arising out of the ownership, location, installation, possession, leasing, renting, operation, control, use, maintenance, repair, delivery and/or return of the Equipment.

9. **ASSIGNMENT.** Except pursuant to the Sub-Lease executed of even date herewith, the Board shall not assign, transfer, sublet, pledge, hypothecate or otherwise dispose of this Lease or any interest herein.

10. **DEFAULT/REMEDY.** The only obligation of the Board under this Lease is to forward the benefits due under the Joint Ledge Agreement to Franklin Electric. All other obligations, regardless of nature, are specifically assumed by Franklin Electric. This Lease shall be deemed to be a non-recourse obligation as to the Board. Should a legal challenge be filed challenging the Franklin Electric Joint Ledge Agreement, this Lease or the Sub-Lease, the Board shall notify Franklin Electric within seven (7) days and allow Franklin Electric to participate in the defense.

11. **OWNERSHIP.** The Equipment is, and shall at all times be and remain, personal property, and title shall remain in Franklin Electric exclusively, notwithstanding that the Equipment or any part thereof may now be or hereafter become in any manner affixed or attached to, or embedded in, or permanently resting upon real property, or any building thereon, or attached in any manner to that which is permanent by any means whatsoever.

12. **LAWS GOVERNING.** This Lease shall be deemed to have been entered into at the offices of Franklin Electric in Indiana and all performance on the part of the Board, including the payment of all sums due hereunder, shall be deemed to have been required to be performed by the Board at the offices of Franklin Electric in Indiana. This Lease shall be governed and construed in accordance with the laws of the State of Indiana. Whenever the singular is used herein, the plural is included, if applicable.

13. **MISCELLANEOUS.** This Lease shall be binding upon the parties, their successors, legal representatives and assigns and is a valid and subsisting legal instrument, and no provision which may be deemed unenforceable shall in any way invalidate any other provision or provisions, all of which shall remain in full force and effect. The Board warrants that the leased Equipment is being acquired for and all be used throughout the term of the Lease for commercial and business purposes only and not for personal, family, or household purposes. This instrument constitutes the entire contract between the parties hereto, and no representations, oral or written, shall constitute an amendment hereto unless signed in writing by an officer of Franklin Electric or the Board.

14. **AUTHORITY.** Each party executing this Lease represents and warrants that they have been duly authorized to execute this Lease and have the legal authority to enter into this Lease.

15. **TERMINATION.** Lessor may terminate this Lease at anytime by providing Lessee with 30 days written notice. Upon such termination, Lessee shall be relieved of all its obligations under this Lease, the Sub-Lease and the Joint Ledge Agreement and all said agreements shall terminate.

IN WITNESS WHEREOF, the parties hereby, by their duly authorized representatives, have executed this Agreement on the dates entered below.

Allen County Redevelopment Commission

Richard E. Beck, Jr., President

Date: _____

Franklin Electric.

_____ Date: _____

Exhibit "A" Equipment Lease Schedule

FRANKLIN ELECTRIC SUB-LEASE AGREEMENT

The Joint Ledge Board (hereafter the "Board" or "Lessor") hereby leases to Franklin Electric Co., Inc. (hereafter "Franklin Electric" or "Lessee") and Lessee hereby leases from Lessor, the personal property of the Lessor (all of which, together with any replacement parts, additions, repairs and accessories incorporated therein and/or affixed thereto, is herein collectively referred to as "Equipment"), described in Exhibit "A" the "Equipment Sub-Lease Schedule" or "Schedules", to be attached hereto and to become a part hereof.

WITNESSETH:

WHEREAS, Franklin Electric will be a major employer in Allen County, Indiana and the Lessor is a board created by the Joint Ledge Agreement with Franklin Electric and composed of two (2) members of the Allen County Redevelopment Commission and two (2) members appointed by the Mayor of the City, to serve at his pleasure and which board is charged with implementation and enforcement of the Agreement; and

WHEREAS, the parties have entered into a number of agreements to facilitate the creation of jobs in Allen County (the "Creation Plan") and that as part of said Creation Plan, it is necessary to enter into leases between the Board and Franklin Electric; and

WHEREAS, the parties have entered into a Lease Agreement for the Equipment on and even date herewith, which Lease Agreement is incorporated by reference hereto and made a part hereof (hereinafter the "Lease Agreement"); and

WHEREAS, the parties have determined that the Creation Plan is for the public good and benefit of both Franklin Electric and the Board.

NOW, THEREFORE, the Board and Franklin Electric hereby covenant and agree as follows:

1. SELECTION OF EQUIPMENT; ACCEPTANCE; WARRANTIES; REPRESENTATIONS. FRANKLIN ELECTRIC AGREES THAT THE EQUIPMENT LEASED HEREUNDER IS LEASED "AS IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY FRANKLIN ELECTRIC AND THAT FRANKLIN ELECTRIC IS SATISFIED THAT THE SAME IS SUITABLE FOR ITS PURPOSES AND THAT THE BOARD HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF SAID EQUIPMENT FOR THE PURPOSES AND USES OF FRANKLIN ELECTRIC, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED WITH RESPECT THERETO, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Franklin Electric further acknowledges and agrees that in executing this Sub-Lease ("Sub-Lease"), it has relied solely upon the terms, provisions and conditions contained herein, and any other statements, warranties or representations, if any, by the supplier, or any salesman, employee, representative or agent of the supplier, have not been relied upon, and shall not in any way affect Franklin Electric obligation to pay the rent and otherwise perform as set forth in this Sub-Lease.

2. TERM and RENT. The term of this Lease shall commence with the date signed below and continuing for a period of ten (10) years, unless otherwise terminated prior thereto. The amount of rent shall equal one dollar (\$1.00) annually and all rental payments shall be due yearly in advance,

commencing on the day set forth below and the anniversary date thereafter. The entire balance of rent due under this Sub-Lease may be prepaid at anytime. Rent shall be due whether or not Franklin Electric has received any notice that such payments are due. All rent shall be paid to the Board at its address set forth in this Sub-Lease or as otherwise directed by the Board in writing, without abatement, set-off or deduction of any amount whatsoever, and despite any defense or counter-claim, that Franklin Electric may have, or claim to have against the Board. Any rentals paid in excess of the initial rental payment, shall be held as security for the performance of the terms of this Sub-Lease.

3. **LOCATION, INSTALLATION AND USE OF EQUIPMENT.** If not currently installed, the Equipment shall be delivered to and installed by Franklin Electric, at its own expense, and thereafter kept at the location specified above. Franklin Electric shall not remove the Equipment from the aforementioned location without (a) replacing the Equipment with like equipment of equivalent value, in good condition or (b) replacing the Equipment with other substitute equipment of equivalent value, in good condition. Franklin Electric shall use the Equipment in a careful and proper manner and shall comply with all laws, regulations and ordinances relating to its possession, use or maintenance.

4. **MAINTENANCE.** Franklin Electric, at its own expense, shall maintain the Equipment in good operating condition, repair and appearance, and protect same from deterioration other than normal wear and tear; shall only use the Equipment in the regular course of its business and within normal capacity. The Equipment shall remain personal property at all times and Franklin Electric shall not affix the Equipment to realty so as to change its nature to real property.

5. **INSURANCE.** Franklin Electric shall, during the term of this Sub-Lease, purchase, maintain and pay all premiums for (a) insurance against loss, theft, destruction or damage of the Equipment, and all items thereof, in an amount not less than a reasonable amount for its industry and (b) public liability insurance.

Upon the signing of this Sub-Lease, Franklin Electric, upon the request of the Lessor, shall instruct its insurance agent, broker or company to confirm to the Board in writing that the necessary insurance has been bound, and inform the Board of the names of the insurance company binding this insurance; the amount of insurance; and a description of the coverage.

If Franklin Electric fails to purchase and maintain insurance in accordance with the terms of this Sub-Lease, the Board shall have the right, but shall not be obligated, to effect such insurance and to pay the premiums for same.

6. **LOSS OR DAMAGE.** Franklin Electric shall bear the entire risk of loss, theft, distribution, damage or disrepair of the Equipment or any part thereof for any cause whatsoever. In the event of any of the above, Franklin Electric, at its own expense, shall (a) repair the Equipment, returning same to its previous condition, unless unrepairable; or (b) replace same with like equipment of equivalent value, in good condition, or (c) replace same with substitute equipment of equivalent value, in good condition.

7. **TAXES, FEES AND LIENS.** Franklin Electric shall pay all charges, registration, permit and license fees, assessments, taxes, interest and penalties (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, maintenance, purchase, possession or use of the Equipment upon this Sub-Lease, or the rental payments due or to become due hereunder.

8. **INDEMNITY.** Except for the gross negligence or intentional acts of Lessor, Franklin Electric shall, and does hereby, indemnify and save the Board harmless from any and all liability, including, but not limited to, strict liability in tort, costs and expenses, arising out of the ownership,

location, installation, possession, leasing, renting, operation, control, use, maintenance, repair, delivery and/or return of the Equipment.

9. **ASSIGNMENT.** Without the Board's prior written consent, which consent shall not be unreasonably withheld, Franklin Electric shall not assign, transfer, sublet, pledge, hypothecate or otherwise dispose of this Sub-Lease or any interest herein. The Board may assign this Sub-Lease in whole or in part, without notice to Franklin Electric, and such assignee shall have all of the rights but none of the obligations of the Board under this Sub-Lease. Notwithstanding any assignment, the Board shall remain obligated on all its obligations in this Sub-Lease. Franklin Electric shall recognize each such assignment and covenants not to assert against the assignee any defense, counterclaim or set-off that Franklin Electric has or may have against the Board, and agrees to pay such rent and other payments due to become due hereunder to assignee.

10. **DEFAULT.** If Franklin Electric shall default in the payment of any rent or in the event of any default, breach or failure to perform any terms, provisions or conditions in this Sub-Lease or in any other lease or agreement between the Board and Franklin Electric, or if any proceeding in bankruptcy, reorganization, receivership or insolvency shall be commenced by or against Franklin Electric or its property or assets, or if Franklin Electric makes an arrangement, extension or any assignment for the benefit of one or more of its creditors, or if Franklin Electric seeks relief under any other law providing for the relief of debtors, then, if and to the extent permitted by applicable law, the Board shall have the right to exercise any one or more of the remedies set forth below.

11. **REMEDIES.** Upon the happening of any one or more events of default, the Board shall have the right, after giving Franklin Electric notice of the default and thirty (30) days to cure the default, to declare the entire balance of rent due and to become due hereunder, to be immediately due and payable, whereupon, the same shall become immediately due and payable; and/or commence an action against Franklin Electric for the total rental payments due and to become due under this Sub-Lease and for all other sums or to become due hereunder.

All the remedies of the Board hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other right or remedy. No failure on the part of the Board to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the Board of any right or remedy hereunder preclude any other or further exercise of any partially exercised right or remedy or any other right or remedy.

Any termination of this Sub-Lease immediately renders the Lease null and void.

12. **OWNERSHIP.** The Equipment is, and shall at all times be and remain, personal property, and title shall remain titled as provided for in the Lease Agreement. IT IS THE INTENT OF FRANKLIN ELECTRIC AND OF THE BOARD THAT THIS SUB-LEASE BE A TRUE LEASE.

13. **LAWS GOVERNING.** This Sub-Lease shall be deemed to have been entered into at the offices of the Board in Allen County, Indiana and all performance on the part of Franklin Electric, including the payment of all sums due hereunder, shall be deemed to have been required to be performed by Franklin Electric at the offices of the Board in Allen County, Indiana. This Sub-Lease shall be governed and construed in accordance with the laws of the State of Indiana. Whenever the singular is used herein, the plural is included, if applicable.

14. **FLOW DOWN CLAUSE.** The Equipment being leased to Franklin Electric is being leased by the Board pursuant to the Lease Agreement of even date herewith. Franklin Electric acknowledges having reviewed same and agrees to assume all obligations of the Board to its Lessor under

the Lease Agreement except the payment of rent (and excluding other matters which might be treated as rent).

15. **MISCELLANEOUS.** All obligations of Franklin Electric, if more than one, shall be joint and several. This Sub-Lease shall be binding upon the parties, their successors, legal representatives and assigns and is a valid and subsisting legal instrument, and no provision which may be deemed unenforceable shall in any way invalidate any other provision or provisions, all of which shall remain in full force and effect. Franklin Electric warrants that the leased Equipment is being acquired for and all be used throughout the term of the Sub-Lease for commercial and business purposes only and not for personal, family, or household purposes. This instrument constitutes the entire contract between the parties hereto, and no representations, oral or written, shall constitute an amendment hereto unless signed in writing by an officer of Franklin Electric or the Board.

16. **AUTHORITY.** Each party executing this Sub-Lease represents and warrants that they have been duly authorized to execute this Sub-Lease and have the legal authority to enter into this Sub-Lease.

IN WITNESS WHEREOF, the parties hereby, by their duly authorized representatives, have executed this Agreement on the dates entered below.

Allen County Redevelopment Commission

Richard E. Beck, Jr., President

Date: _____

Franklin Electric.

Date: _____

Exhibit "A" Equipment Lease Schedule



April 18, 2013

532 West Jefferson Blvd
Fort Wayne, IN 46802
Office 260.422.8412
Fax 260.423.1733
www.dacac.org

Jerri Lerch
Executive Director

Board of Directors

Paula Hughes
President

Dr. George McClellan
Vice President

Michael McAlexander
Past President

Anita Gross
Secretary

Mary Ann Ziembo
Treasurer
Vice President, Finance

Kent Castleman
Kathy Friend
Judge Francis Gull
Stephen Jarrell
Connie Kerrigan
Bennie Lewis
Kimbra O'Brien
Jonathan Ray
Theresa Roe Krauhs
John Rogers

Ms. Becky Butler
Allen County Council Office
City County Building
Fort Wayne, IN 46802

Dear Ms. Butler,

We at the Allen County Drug & Alcohol Consortium, Inc. (DAC) want to take this opportunity to request to be put on the May 9th meeting agenda for the Allen County Council. The purpose is to ask for funds to be allocated in the amount of **\$288,539.68** from the Drug Free Communities Fund for recommended programs. We will forward the Board's recommendations for the 2013 grant cycle as soon as they are available and approved by the state (on or about May 2nd).

Please feel free to contact me at 422-8412 if you need additional information or have any questions. Thank you for your assistance.

Sincerely,

Jerri Lerch, Executive Director
Allen County Drug & Alcohol Consortium, Inc.

JL/clw

May 9, 2013 Thursday 8:30 AM Regular Meeting (deadline April 19, 2012), invoice amount actually to be requested from county = \$255,515.48 (amt above - \$33024.20 already in house)

Our mission is to provide an effective network to collaboratively prevent substance abuse, primarily by youth, and to reduce the negative impact of alcohol and other drugs in the Allen County community.

ALLEN COUNTY
FINANCIAL REPORT FOR
Drug Free Communities Fund
April 30, 2013

May 9, 2013 Meeting

Fund - 745

Department - Commissioners

	<u>ESTIMATE</u>		<u>ACTUAL</u>	
CASH BALANCE AT 1/1/13	257,015			257,015
ESTIMATED REVENUES FOR 2013:			ACTUAL REVENUES TO DATE:	
Miscellaneous	<u>250,000</u>		Percentage of Collections:	
	250,000		Total Percentage of Collections	31.38% <u>78,461</u>
TOTAL ESTIMATED CASH:	507,015		ACTUAL CASH YEAR TO DATE:	335,477
ESTIMATED DISBURSEMENTS:			ACTUAL DISBURSEMENTS:	
2013 Budget	0			0
2012 Encumbrances	0			
Additional Appropriations	<u> </u>			<u> </u>
TOTAL BUDGETED APPROPRIATION	0		Percentage of Disbursements	0
AMOUNT LEFT FOR APPROPRIATION	<u><u>507,015</u></u>		REMAINING CASH BALANCE YTD:	<u><u>335,477</u></u>
FOR CONSIDERATION TODAY:				
APPROPRIATIONS	288,540			
UNAPPROPRIATIONS				



COUNTY COUNCIL

ADDITIONAL APPROPRIATION REQUEST FROM THE GENERAL FUND:

DEPARTMENT: ALLEN SUPERIOR COURT - FOR MAY 9, 2013 COUNTY COUNCIL MEETING

LINE ITEM NUMBER: 100-62-01-412.29-03 Computer Software

REQUESTED AMOUNT: \$ 17,650.00

FOR LINE ITEM UNDER CONSIDERATION, YTD EXPENDITURES & ANTICIPATED EXPENDITURES:
\$35.00 YTD. Anticipated \$17,685.00

WAS THIS INCLUDED IN THE ANNUAL BUDGET REQUEST? IF NOT, WHY NOT?

No - this request is for FTR recording software upgrades necessitated by Courtroom PC refresh, not known at budget time.

HOW WILL THIS APPROPRIATION BE USED?

To purchase FTR recording software upgrades required to run on refreshed courtroom PCs, which use Windows 7 operating system. This is the digital technology used by the Courts to make the court record.

SPECIFIC COST OF ITEM AND HOW WAS THIS COST DETERMINED?

Vendor quote. ESCO Communications is the technology resource for digital recording/evidence presentation.

HOW DOES THIS FIT INTO THE STRATEGIC PLAN?

Making and preserving the record of proceedings is a fundamental requirement and service of all trial courts. The strategic plan provides that such services should be provided in as an efficient manner possible. Digital recording is recognized as being a modern, cost-effective method of making the court record.

WAS THIS A PART OF THE STRATEGIC PLAN? IF NOT, WHY NOT?

See above. The discovery and planning process for the 2013 Courtroom PC refresh project showed that the existing version of FTR recording software is incompatible with the Windows operating system installed on refreshed PCs. Four newer versions of FTR software have been developed since those on most of our Courtroom PCs.

IS THIS A RECURRING EXPENSE? Not annually, but may recur when refreshing courtroom PCs four/five years hence.

WILL OTHER EXPENDITURES BE NECESSARY?

No

DISCUSSED WITH LIAISON? Yes

LIAISON'S NAME: Tom Harris



8940 Vincennes Circle
 Indianapolis, IN 46268
 V 317-298-2975 F 317-298-2989

Project Name: FTR Updates

Date: 01/07/13

Proposal # 1301071.csm

Requested Completion Date: None

Customer Name: Allen County Courthouse
 Address: 715 South Calhoun Street
 Fort Wayne, IN 46802

Attn: Jeff Leffers

Telephone #: (260) 449-7216

Fax #: (260) 449-7919

E-Mail: jeff.leffers@allensuperiorcourt.us

Type of Work: FTR Upgrade(s)

Scope of Work:

ESCO to supply material as listed below as a box sale. No Labor included. Installation and/or Training Services are available and can be provided at additional cost, if/as desired.

Qty	Manufacturer	Part Number	Description
10	FTR	PSP-01399-AV56-OE	Reporter FPP Upgrade (v5.6)
10	FTR	PSP-01499-GL56-OE	Log Notes FPP Upgrade (v5.6)
10	FTR	PSP-01099-TP55-1E	Record Manager (Standard Edition) (v5.6)
1	ESCO	Custom	ESCO-Offered Volume Discount (\$900)

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Terms:

Net 30 days

Subject to credit approval

FOB: Jobsite

Freight is included

Pricing Does Not include installation labor.

No retainage shall apply

Quotation firm for 30 days

Requested Shipping Method: Ground

Total \$17,650.05

No Sales Tax Included

Prepared By: Chris McCarty

ESCO Communications, Inc.
 (317) 400-8505
 chris.mccarty@escocommunications.com

Customer PO#

Accepted By:

Customer

Date

Tax Exempt #

Customer freight account #
 if applicable

Customer PO#
Tax Exempt #
Customer freight account # if applicable



COUNTY COUNCIL

ADDITIONAL APPROPRIATION REQUEST FROM FUNDS OTHER THAN THE GENERAL FUND:

DEPARTMENT: Dept. of Health (NACCHO/Medical Reserve Corps (MRC))

LINE ITEM NUMBER: 285-7301-441.43-03 AMOUNT REQUESTED: \$ 4,000

CURRENT FUND BALANCE: \$2,574,357

EXPECTED ANNUAL REVENUE: \$1,269,729

IS REVENUE ON PACE TO MEET EXPECTATIONS? For the most part

STATUTORY GUIDELINES: None

HOW WILL THIS APPROPRIATION BE USED?

The requested appropriation will provide funding for (1) 2013 American SportWorks 2X4 Utility vehicle. This vehicle will be utilized to assist the DOH with the rapid deployment and set-up of clinic sites as this involves a great deal of equipment which has been done manually. Remainder of \$4,000 will be used as needed for preparedness activities.

SPECIFIC COST OF ITEM AND HOW WAS THIS COST DETERMINED?

The cost of the ATV is \$3,709 and was obtained by the Preparedness Coordinator and supported by Purchasing Dept.

HOW DOES THIS FIT INTO THE STRATEGIC PLAN?

Efficient and Effective delivery of services
Safety

WAS THIS A PART OF THE STRATEGIC PLAN? IF NOT, WHY NOT?

This was an additional reimbursement received by the National Association of City & County Health Officials for this purpose/purchase.

IS THIS A RECURRING EXPENSE? NO

WILL OTHER EXPENDITURES BE NECESSARY?

Maintenance as needed - will be factored into overall DOH budget yearly.

DISCUSSED WITH LIAISON? Yes

LIAISON'S NAME: Darren Vogt



COUNTY COUNCIL

ADDITIONAL APPROPRIATION REQUEST FROM THE GENERAL FUND:

DEPARTMENT: Commissioners on behalf of the JOPB

LINE ITEM NUMBER: 100-4005-411.31-13

REQUESTED AMOUNT: \$ 52,420

FOR LINE ITEM UNDER CONSIDERATION, YTD EXPENDITURES & ANTICIPATED EXPENDITURES:
Currently \$811,686 spent of \$1.4 million approved.

WAS THIS INCLUDED IN THE ANNUAL BUDGET REQUEST? IF NOT, WHY NOT?

\$520,000 was included. The other \$520,000 is reimbursement from City and not determined whether it will all be spent.

HOW WILL THIS APPROPRIATION BE USED?

Will be used to pay JOPB expenses.

SPECIFIC COST OF ITEM AND HOW WAS THIS COST DETERMINED?

Project was estimated and approved by JOPB and City & County Councils.

HOW DOES THIS FIT INTO THE STRATEGIC PLAN?

Streamline the permitting process and make permitting departments more efficient and customer service oriented.

WAS THIS A PART OF THE STRATEGIC PLAN? IF NOT, WHY NOT?

Yes

IS THIS A RECURRING EXPENSE? No

WILL OTHER EXPENDITURES BE NECESSARY?

Until \$1.4 million is reached, then additional expenditures will need to be approved by County Council

DISCUSSED WITH LIAISON? Yes and Roy Buskirk

LIAISON'S NAME: Darren Vogt

JOPB Appropriation Request

Contractor	Expenses as of 4/17/13	City 50% Reimb. to County As of 4/17/13
1) Briljent	227,708.84	106,046.35
2) Clarion	145,839.72	66,904.23
3) Abonmarche	6,555.76	3,277.88
5) Colonial Development	7,987.50	3,300.00
6) Robert Olmstead Enterprises	29,467.31	11,964.86
7) ATOS and IT Software	44,126.84	13,548.18
Totals	461,685.97	205,041.50

Initial amount appropriated by County Council	520,000.00
Additional Appropriation on 1/17/13	126,659.00
Additional Appropriation on 2/26/13	25,963.00
Total Appropriated	672,622.00

Overall JOPB Financial Overview	
Initial amount approved for project	1,400,000.00
-Less Expenditures to date:	
Accela Enterprise License	350,000.00
All other Combined Expenses	461,685.97
-Less Purchase Orders to date:	260,343.23
Total Funds remaining	327,970.80

City 50% Reimbursement as of 4/17/13	205,041.50
-Less: Additional Appropriation on 1/17/13	126,659.00
-Less: Additional Appropriation on 2/26/13	25,963.00
Amount requested for appropriation	52,420

The \$52,420 requested today for appropriation is the amount of reimbursement we have received from the City, but not yet appropriated.