

**AGENDA**  
**COUNTY COUNCIL MEETING**  
**April 9, 2024**

Meeting Called to Order by President  
Prayer  
Pledge of Allegiance  
Roll Call  
Approval of Minutes: March 12, 2024  
Approval of Agenda

**COUNCIL PRESIDENT COMMENTS**  
**2024 BUDGET DISCUSSION**

**AUDITOR'S REPORT**

**NEW BUSINESS**  
**PARK BOARD**  
**CENTRAL DISPATCH UPDATE**  
**OUT OF STATE TRAVEL – HAZARDOUS MATERIALS TEAM**

**FIRST READING OF BOND RESOLUTIONS AND ORDINANCES – ADAM STEUERWALD, BARNES AND THORNBURG**  
**RESOLUTION 2024-4A (RESOLUTION REGARDING REIMBURSEMENT OF EXPENDITURES FROM BOND PROCEEDS)**  
**RESOLUTION 2024-4B (RESOLUTION DETERMINING THE NEED TO ENTER INTO A LEASE)**  
**ORDINANCE 2024-4C (ORDINANCE APPROPRIATING PROCEEDS OF THE SALE OF PROPERTY TO MC BUILDING CORP)**  
**ORDINANCE 2024-4D (ORDINANCE PLEDGING INCOME TAX REVENUES TO PAYMENT OF LEASE RENTALS)**

**TRANSFERS**  
**COURTHOUSE, CENTRAL RECORDS, HEALTH DEPARTMENT, JUVENILE PROBATION**

**NEW MONEY**  
**MISC. FUNDS**  
PUBLIC DEFENDERS: 1186 – RAINY DAY FUND  
SHERIFF: 4943 – COMPREHENSIVE SAFETY PROGRAM  
MCCC: 8226 – JAG GRANT

**PUBLIC HEARING ITEMS**

**SALARY ORDINANCES**

**PUBLIC COMMENT (15 MINUTES)**

**NEXT COUNCIL MEETING WILL BE ON MAY 14<sup>TH</sup> AT 6:00PM.**

# TRANSFERS

## COURTHOUSE - JON SMOCK

### TRANSFER

#### GENERAL FUND - 1000

##### Courthouse - 0161

Transfer from:		39000	Other Svcs. & Chgs.	\$	(5,000.00)
	16500		Uniform Maint.	\$	5,000.00

#### STAR BANK BLDG FUND - 4949

Transfer from:		46000	Capital Projects	\$	(11,000.00)
	22000		Operating Supp.	\$	5,000.00
	23000		Repair & Maint. Supp.	\$	5,000.00
	24000		Other Supp.	\$	1,000.00

## CENTRAL RECORDS - BARBARA MILLER

### TRANSFER

#### GENERAL FUND - 1000

##### Central Records - 9600

Transfer from:		44000	Mach. & Equip.	\$	(2,852.17)
	36000		Repair & Maint.	\$	2,852.17

## HEALTH DEPARTMENT - STEPHENIE MELLINGER

### TRANSFER

#### HEALTH FIRST FUND - 1161

Transfer from:		39000	Other Svcs. & Chgs.	\$	(864.10)
	16900		Sick Pay	\$	864.10

## JUVENILE PROBATION - TRACI LANE

### TRANSFER

#### SUPPL. PROBATION SERV JUVENILE FUND - 2150

Transfer from:		39000	Other Svcs. & Chgs.	\$	(2,000.00)
	44000		Mach. & Equip.	\$	2,000.00

# NEW MONEY - MISC. FUNDS

## PUBLIC DEFENDERS - BRYAN WILLIAMS

### NEW MONEY

#### RAINY DAY FUND - 1186

#### Public Defender - 0271

15000	Part Time			\$	20,000.00
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## SHERIFF - JOHN BEEMAN

### NEW MONEY

#### COMPREHENSIVE SAFETY PROGRAM FUND - 4943

16800	Overtime			\$	55,000.00
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## MCCC - DAVID KANE

### NEW MONEY

#### JAG GRANT 2024 FUND - 8226

44000	Mach. & Equip.			\$	9,390.00
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April Council - Out of State Travel Request for Hazardous Materials Team

International Association of Fire Chiefs (IAFC) Hazardous Materials Conference, Baltimore, MD

- June 5-9
- Funded from Hazardous Materials Emergency Preparedness (HMEP), which is the hazmat training grant from IN Dept of Homeland Security, \$17,410 granted/appropriated specifically for hazmat training.
- Up to 6 HazMat team members from East Madison Fire Dept. (4) and MCHD (2)
- Registration: \$475/per=\$2850
- Airfare approximately: \$400/per=\$2400
- Hotel \$151/night for 4 nights/per=\$3624
- Per diem 5 days/per=\$1350



**REQUEST FOR TRANSFER OF FUNDS APPROVAL  
FROM THE MADISON COUNTY COUNCIL**



<b>Department:</b> Maintenance	<b>Date:</b> 3/14/2024
<b>Fund Name/Number:</b> General / 1000 / 0161	

Transferring From:		
Budget Line Number	Budget Line Name	Amount
39000	Other Services	\$ 5,000.00

Transferring To:		
Budget Line Number	Budget Line Name	Amount
16500	Uniform	\$ 5,000.00

**Justification:**  
 We need to add a uniform line to the maintenance general fund and would like to transfer the appropriations needed from 39000.

<b>Department Head:</b>	<b>Date:</b> 3/14/24
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**REQUEST FOR TRANSFER OF FUNDS APPROVAL  
FROM THE MADISON COUNTY COUNCIL**

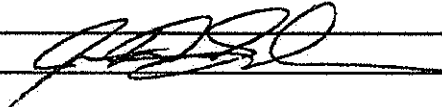


<b>Department: No Department</b>	<b>Date: 3/14/2024</b>
<b>Fund Name/Number: Star Bank Bldg Fund Non-Revert / 4949</b>	

<b>Transferring From:</b>		
<b>Budget Line Number</b>	<b>Budget Line Name</b>	<b>Amount</b>
46000	Capital Projects	\$ 11,000.00

<b>Transferring To:</b>		
<b>Budget Line Number</b>	<b>Budget Line Name</b>	<b>Amount</b>
22000	Operating Supplies	\$ 5,000.00
23000	Repair & Supplies	\$ 5,000.00
24000	Other Supplies	\$ 1,000.00

**Justification:**  
 We need to add lines to the 4949 Fund and we need the appropriations listed transferred from 46000.

<b>Department Head:</b> 	<b>Date:</b> 3/14/24
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**REQUEST FOR TRANSFER OF FUNDS APPROVAL  
FROM THE MADISON COUNTY COUNCIL**

<b>Department:</b> CENTRAL RECORDS	<b>Date:</b> 3/22/2024
<b>Fund Name/Number:</b> 1000 / 9606	

<b>Transferring From:</b>		
Budget Line Number	Budget Line Name	Amount
44000	MACHINE & EQUIPMENT	\$2,852.17

<b>Transferring To:</b>		
Budget Line Number	Budget Line Name	Amount
36000	REPAIR & MAINTENANCE	\$2,852.83
	*FOR YEARLY CONTRACT	WITH NAVIANT

<b>Justification:</b>

<b>Department Head:</b> <i>Barbara Miller</i>	<b>Date:</b> 3/22/2024
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**REQUEST FOR TRANSFER OF FUNDS APPROVAL  
FROM THE MADISON COUNTY COUNCIL**



Department: <i>Health Dept</i>	Date: <i>3/25/2024</i>
Fund Name/Number: <i>Health First / 1161</i>	

Transferring From:		
Budget Line Number	Budget Line Name	Amount
<i>39000</i>	<i>Other Services, Charges</i>	<i>864.10</i>

Transferring To:		
Budget Line Number	Budget Line Name	Amount
<i>16900</i>	<i>Sick pay</i>	<i>864.10</i>

Justification:
<i>Paying down Comp time,</i>

Department Head: <i>Stephanie R. Hiltner</i>	Date: <i>3/25/2024</i>
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**REQUEST FOR TRANSFER OF FUNDS APPROVAL  
FROM THE MADISON COUNTY COUNCIL**



<b>Department:</b> <u>Juvenile Probation</u>	<b>Date:</b> <u>3/12/2024</u>
<b>Fund Name/Number:</b> <u>2150-Supplemental Fees</u>	

<b>Transferring From:</b>		
<b>Budget Line Number</b>	<b>Budget Line Name</b>	<b>Amount</b>
39000	Other Services	2000

<b>Transferring To:</b>		
<b>Budget Line Number</b>	<b>Budget Line Name</b>	<b>Amount</b>
44000	Equipment	2000

**Justification:**  
 There are currently no funds in 44000 to purchase equipment.  
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<b>Department Head:</b> <u>Traci Lane</u>	<b>Date:</b> <u>3/12/2024</u>
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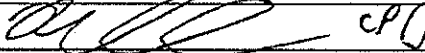
**REQUEST FOR ADDITIONAL APPROPRIATIONS APPROVAL  
FROM THE MADISON COUNTY COUNCIL**



<b>Department:</b> Public Defender	<b>Date:</b> 2/7/2024
<b>Fund Name/Number:</b> Rainy Day Fund/1186	

<b>Additional Appropriations:</b>		
<b>Budget Line Number</b>	<b>Budget Line Name</b>	<b>Amount</b>
118615000.0000.0271	Part time	\$20,000.00

**Justification:**  
 To remain in compliance with the State we need to supplement Circuit 3 Public Defenders with \$2,500.00 per quarter to cover the additional caseload assignments due to the Capital Case.

<b>Department Head:</b>  CPD	<b>Date:</b> 2-8-24
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# **MADISON COUNTY COUNCIL**

## **RESOLUTION 2024-2A**

### A RESOLUTION ESTABLISHING THE APPROVED USES OF THE MADISON COUNTY JAIL COMMISSARY FUND

WHEREAS, the Madison County Council (hereinafter “The Council”) is the fiscal body of Madison County, Indiana; and

WHEREAS, the Madison County Sheriff’s Department (hereinafter “MCSD”) maintains the Madison County Jail (hereinafter “ The Jail”) established pursuant to I.C. § 36-2-2-24; and

WHEREAS, the Jail has a jail commissary that sells merchandise to inmates; and

WHEREAS, it is the Madison County Board of Commissioners (hereinafter “The Commissioners”) via Ordinance 2024-BC-O-01 established a Jail Commissary Fund (hereinafter “The Fund”) for the existing jail commissary, pursuant to I.C. § 36-8-10-21(a); and

WHEREAS, the Sheriff, or the Sheriff’s designee without appropriation by The Council, is authorized to disburse money from The Fund whereas The Fund is separate from Madison County’s budget’s general fund, and money in The Fund does not revert to the general fund, in accordance with I.C. § 36-8-10-21(b); and

WHEREAS, the Sheriff, or the Sheriff’s designee, in accordance with I.C. § 36-8-10-21(c), shall deposit all money from commissary sales into The Fund, which the Sheriff or Sheriff’s designee shall keep in a depository designated under I.C. § 5-13-8; and

WHEREAS, the Sheriff is required to maintain a record of the fund’s receipts and disbursements via a form provided by the Indiana State Board of Accounts (*see* I.C. 36-8-10-21(e)); and

WHEREAS, the Sheriff is required to semiannually provide a report which is a copy of this record of receipts and disbursements to The Council of which such reports are due on July 1<sup>st</sup> and December 31<sup>st</sup> of each year (*see Id.*); and

WHEREAS, any purpose that benefits MCSD that is not included in I.C. § 36-8-10-21(d)(1-8) and is mutually agreed upon by The Council and MCSD and formalized via joint resolution between the Sheriff and The Council of which the money disbursed from the fund must be supplemental or in addition to, rather than a replacement for, regular appropriations made to carry out of the purposes listed in the same section of Indiana Code (*see I.C. § 36-8-10-21(d)(9)*).

NOW, THEREFORE, BE IT RESOLVED by the Madison County Council, Madison County, Indiana that the Jail Commissary Fund established by Ordinance 2024-BC-O-01, authorized by I.C. § 36-8-10-21, that the Sheriff, or the Sheriff's designee, at the Sheriff's or the Sheriff's designee's discretion and without appropriation by The Council, pursuant to I.C. § 36-8-10-21(d), may disburse money from The Fund for:

- (1) Merchandise for resale to inmates through the commissary;
- (2) Expenses of operating the commissary, including, but not limited to, facilities and personnel;
- (3) Special training in law enforcement for employees of the MCSD;
- (4) Equipment installed in The Jail;
- (5) Equipment including vehicles and computers, computer software, communication devices, office machinery and furnishings, cameras and photographic equipment, animals, animal training, holding and feeding equipment and supplies, or attire used by an employee of MCSD in the course of the employee's official duties;
- (6) An activity provided to maintain order and discipline among the inmates of The Jail;
- (7) An activity or program of MCSD intended to reduce or prevent occurrences of criminal activity, including the following:
  - (A) Substance abuse;
  - (B) Child abuse;

- (C) Domestic violence;
- (D) Drinking and driving;
- (E) Juvenile delinquency;
- (8) Expenses related to the establishment, operation, or maintenance of the sex and violent offender registry website under I.C. § 36-2-13-5.5; or
- (9) Any supplies, activities, or programs deemed by the Sheriff to be beneficial to the morale or well-being of inmates;
- (10) Replacement of lost or damaged inmate property;
- (11) Inmate transit costs;
- (12) Postage for indigent inmates;
- (13) Shipping costs for equipment and evidence;
- (14) Replacement of damaged county employee property;
- (15) Investigation and special detail expenses (including controlled drug buys);
- (16) Advertising and sponsorship costs;
- (17) Matching funds for grants;
- (18) Professional, technical, and legal consulting fees;
- (19) Special events for employees (e.g., award ceremonies and banquets)
- (20) Special event trainings and meetings;
- (21) Travel costs for employees attending professional meetings;
- (22) Gifts and awards;
- (23) All other existing or future authorized statutory uses.

PASSED AND ADOPTED THIS 13TH DAY OF FEBRUARY, 2024 BY THE MADISON COUNTY COUNCIL, MADISON COUNTY, INDIANA.

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Ben Gale

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Diana Likens

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Jodi Norrick

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Anthony Emery

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Bethany Keller

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Mikeal Vaughn

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Rob Steele

ATTEST:

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Rick Gardner, Madison County Auditor



**RESOLUTION NO. 2024-4A**

**A RESOLUTION OF THE COUNTY COUNCIL OF MADISON COUNTY, INDIANA  
REGARDING THE REIMBURSEMENT OF CERTAIN PRELIMINARY  
EXPENDITURES FROM THE PROCEEDS OF BONDS**

**WHEREAS**, Madison County, Indiana (the “County”) expects to incur or has incurred preliminary costs and expenses in connection with the acquisition, construction, and equipping of a new County jail project (the “Project”); and

**WHEREAS**, the County expects such preliminary costs and expenses relating to the Project to be reimbursed from the proceeds of bonds issued by or on behalf of the County, in one or more series, in an aggregate principal amount expected not to exceed Ninety-Five Million Dollars (\$95,000,000) (the “Bonds”); and

**WHEREAS**, certain preliminary expenses related to the Project have been or will be incurred by the County, or on its behalf, prior to the issuance and delivery of the Bonds; and

**WHEREAS**, the County Council of the County (the “Council”) desires to express its intention to reimburse such expenditures as have been or may be incurred prior to the issuance of the Bonds, pursuant to IC 5-1-14-6 and in compliance with Section 1.150-2 of the US Treasury Regulations promulgated by the Internal Revenue Service (the “Treasury Regulations”).

**NOW, THEREFORE, THE COUNTY COUNCIL OF MADISON COUNTY, INDIANA,  
RESOLVES THE FOLLOWING:**

Section 1. The Council hereby declares that it reasonably expects to reimburse with the proceeds of the Bonds expenditures for the Project made by or on behalf of the County prior to the issuance of the Bonds, which expenditures are expected to be paid initially from other legally available funds of the County.

Section 2. The Council hereby declares that this Resolution is being adopted for purposes of evidencing compliance with IC 5-1-14-6 and Section 1.150-2 of the Treasury Regulations.

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**PASSED** and adopted by the Madison County Council, this 9<sup>th</sup> day of April, 2024.

MADISON COUNTY COUNCIL

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**ATTEST:**

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Madison County Auditor

**RESOLUTION NO. 2024-4B**

**RESOLUTION OF THE COUNTY COUNCIL OF MADISON COUNTY,  
INDIANA DETERMINING THE NEED TO ENTER INTO A LEASE**

**WHEREAS**, Indiana Code 36-1-10-7 requires that the Board of County Commissioners of Madison County, Indiana (the “Board”) may not lease a structure unless the County Council of Madison County, Indiana (the “Council”) determines, after investigation, that the structure, is needed; and

**WHEREAS**, to provide for the financing of the acquisition, construction, improvement, and/or equipping of all or any portion of a new county jail facility to be located on a +/- 26.42 acre parcel near the southwest corner of Hartman Road and Broadway Street in Anderson, Indiana and any related improvements, all to be used for the purposes of providing incarceration, community corrections or other law enforcement or criminal justice services by the County (the “Project”), the Board will consider a resolution approving the terms and conditions of a lease between the Madison County Building Corporation (the “Building Corporation”), as lessor, and the County, as lessee, for all or a portion of the existing county jail facility located at 720 Central Avenue, Anderson, Indiana 46016, the Madison County Government Center located at 16 E 9th St., Anderson, Indiana 46016, the Madison County Central Dispatch Center located at 200 North Delaware Street, Anderson, Indiana 46016 and the new county jail facility to be located on a +/- 26.42 acre parcel near the southwest corner of Hartman Road and Broadway Street in Anderson, Indiana, including the site and appurtenances thereto (collectively, the “Premises”); and

**WHEREAS**, the Building Corporation was incorporated to assist the County in financing, from time to time, the construction and renovation of County facilities to be operated by the County, including the Project; and

**WHEREAS**, to provide for the financing and construction of the Project, there has been prepared and submitted to the Board a form of Lease between the Building Corporation, as lessor, and the County, as lessee (the “Lease”); and

**WHEREAS**, such form of Lease were approved by the Board at its meeting held on April 2, 2024; and

**WHEREAS**, such form of Lease has been presented to the Council; and

**WHEREAS**, there have been prepared drawings, plans, specifications and estimates for the cost of such Project which have been reviewed by the Council;

**NOW, THEREFORE, THE COUNTY COUNCIL OF MADISON COUNTY,  
INDIANA, RESOLVES THE FOLLOWING:**

Section 1. Findings; Approval of Lease. After investigation, the Council hereby finds and determines that a need exists for the Project and that the Project to be financed through the Lease will be of public utility and benefit to the County. The Council further determines that the Project cannot be acquired, constructed, improved and equipped from any funds available to the County. The Council hereby approves the Lease in substantially the form presented on the date hereof, and

the County shall proceed to take such steps as may be necessary to secure the acquisition, construction, equipping and leasing of the Project and the Premises as provided by Indiana Code 36-1-10.

Section 2. General. Any member of the Board or the Council, the Auditor of the County, and the County Attorney are hereby authorized, empowered and directed, on behalf of the County to take any other action as such individual deems necessary or desirable to effectuate the foregoing resolutions, and any actions heretofore made or taken be, and hereby are, ratified and approved.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Council.

**PASSED** and adopted by the Madison County Council, this 9<sup>th</sup> day of April, 2024.

MADISON COUNTY COUNCIL

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**ATTEST:**

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Madison County Auditor

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LEASE

by and between

MADISON COUNTY BUILDING CORPORATION

and

MADISON COUNTY, INDIANA

Dated as of \_\_\_\_\_, 2024

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## LEASE

THIS LEASE (this "Lease"), entered into as of this \_\_\_ day of \_\_\_\_\_, 2024, by and between the Madison County Building Corporation, an Indiana nonprofit corporation (the "Lessor"), and Madison County, Indiana, a municipal corporation existing under by the laws of the State of Indiana (the "Lessee");

### WITNESSETH:

In consideration of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. PREMISES, TERM AND WARRANTY.

(a) The Lessor does hereby lease, demise and let to the Lessee (i) certain real estate in Madison County, Indiana, described in Exhibit A-1 attached hereto and made a part hereof (the "Existing Real Estate"), including the existing county jail facility, the existing the Madison County Government Center, and the existing Madison County Dispatch Center located thereon (collectively, the "Existing Facilities"), and (ii) certain real estate in Madison County, Indiana, described in Exhibit A-2 attached hereto and made a part hereof (the "New Real Estate"), including and the new county jail facility to be constructed thereon by the Lessor (the "New Facility" or/and together with the Existing Facilities, the "Improvements") according to plans and specifications prepared for the Lessor and the Lessee (the "Plans and Specifications") (the Existing Real Estate, the New Real Estate, the Existing Facilities, and the Improvements, and appurtenances thereto, collectively, the "Premises"), to have and to hold the same, with all rights, privileges, easements and appurtenances thereunto belonging, have and to hold the same, with all rights, privileges, easements and appurtenances thereunto belonging, beginning on the date the Bonds (as hereinafter defined in Section 2 of this Lease) are issued by the Lessor and ending on a date not more than twenty (20) years thereafter.

Notwithstanding the foregoing, if on the earlier of the completion of the New Facility or [three (3)] years after the date the Bonds are issued, there does not exist a default under the Lease, the Existing Facilities, the Existing Real Estate and the furnishings, equipment and appurtenances to the Existing Facilities shall be released from the lien of the Lease on such date and after such date, the only Premises subject to this Lease shall be the New Real Estate and the New Facility. In addition, and notwithstanding the foregoing, upon the sale of the Bonds, Exhibit A-1 and/or Exhibit A-2 may be amended to remove a portion of the Premises from being subject to this Lease if, prior to or at the time the Lessor issues the Bonds, the Lessee determines that such portion of the Premises no longer needs to be part of the Premises in order to pay the rental set forth in Section 2 hereof.

Notwithstanding the foregoing, the Premises may be amended to add additional property to the Premises or remove any portion of the Premises, provided however, following such amendment, the rentals payable under this Lease shall be based on the value of the portion of the Premises which is available for use and shall be fair and reasonable, and the rental payments due under this Lease shall be in amounts sufficient to pay when due all principal of and interest on all outstanding Bonds.

(b) Notwithstanding the foregoing, the term of this Lease will terminate at the earlier of (x) the exercise by the Lessee of the option to purchase the Premises and the payment of the option price, or (y) the payment or defeasance of all bonds issued (i) to finance the cost of the Premises, (ii) to refund such bonds, (iii) to refund such refunding bonds, or (iv) to improve the Premises.

(c) The date the New Facility is complete and ready for occupancy shall be endorsed on this Lease at the end hereof in the form of Exhibit C attached hereto by the parties hereto as soon as the same can be done after such date and such endorsement shall be recorded as an addendum to this Lease.

(d) The Lessor hereby represents that it is possessed of, or will acquire, a good and indefeasible estate in fee simple to the Premises, and the Lessor warrants and will defend the same against all claims whatsoever not suffered or caused by the acts or omissions of the Lessee or its assigns.

(e) The Lessor agrees to require the contractor for the Improvements to furnish to the Lessor a bond conditioned upon the final completion of the Improvements within a time period required by the Lessor in the contract.

(f) The Plans and Specifications may be changed, additional construction work may be performed and additional equipment may be purchased by the Lessor, but only with the approval of the Lessee, and only if such changes, additional construction work or additional equipment do not alter the character of the Premises or reduce the value thereof. Any such additional construction work or additional equipment shall be part of the property covered by this Lease. The Plans and Specifications have been filed with and approved by the Lessee.

## 2. RENTAL PAYMENTS.

(a) The Lessee agrees to pay rental for the Premises in an annual amount not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000), which rental payments will be payable in semiannual installments as hereinafter set forth. Each such semiannual installment of such rental payment, payable as hereinafter described, shall be based on the value of the Premises, together with that portion of the Improvements which are complete and ready for use and occupancy by the Lessee at the time such semiannual installment is made. The rental installment shall be paid in semiannual installments on January 15 and July 15 of each year commencing on the January 15 or July 15, as determined by the Lessor and the Lessee at the time the parties hereto endorse the Addendum to Lease in the form attached hereto as Exhibit B and ending no later than twenty (20) years thereafter. All rentals payable under the terms of this Lease shall be paid by the Lessee to the trustee (the "Trustee") under the trust indenture (the "Indenture") securing the lease rental revenue bonds (the "Bonds") to be issued by the Lessor to provide funds for the acquisition of the Premises and the projects on the Premises. All payments so made by the Lessee shall be considered as payments to the Lessor of the rentals payable hereunder.

(b) After the sale of each series of the Bonds, the annual rental shall be established to be an amount sufficient to pay principal and interest due in each twelve (12) month period commencing each year on July 15, together with annual incidental costs as determined by the



Lessor at the time of issuance of each series of Bonds, payable in semiannual installments. In addition, each such reduced semiannual installment shall be based on the value of the Improvements located on the real estate which is then subject to this Lease together with that portion of the constructed, renovated or remodeled Improvements which are complete and ready for use and occupancy by the Lessee at the time such semiannual installment is made. Such amount of adjusted rental shall be endorsed on this Lease in the Addendum executed at the time of the issuance of each series of Bonds by the parties hereto, and such Addendum shall be recorded as an addendum to this Lease.

(c) The fixed annual rentals described in this Section 2 (the "Fixed Annual Rentals") and the additional rentals described in Section 3 (the "Additional Rentals") shall be payable solely from (i) the adjusted gross income tax levied and collected by the Lessee pursuant to Indiana Code § 6-3.6-6-2.7 (the "Jail Income Tax Revenues"), (ii) the revenues of the additional revenue derived from the public safety component of the expenditure rate of the income tax imposed on the adjusted gross income of taxpayers in the County pursuant to Indiana Code 6-3.6 (the "Public Safety Income Tax Revenues"), and (iii) to the extent that the Jail Income Tax Revenues and Public Safety Income Tax Revenues are insufficient to pay such amounts, from the revenues of an *ad valorem* tax levied by the County on all taxable property in the County pursuant to the IC 36-1-10-17 (the "Property Tax Revenues"). The Lessee may pay the Fixed Annual Rentals and the Additional Rentals or any other amounts due hereunder from any other revenues legally available to the Lessee; provided, however, the Lessee shall be under no obligation to pay any Fixed Annual Rentals or Additional Rentals or any other amounts due hereunder from any moneys or properties of the Lessee except the Jail Income Tax Revenues, the Public Safety Income Tax Revenues or the Property Tax Revenues received by the Lessee.

3. ADDITIONAL RENTAL PAYMENTS. The Lessee shall pay as further rental for the Premises all taxes and assessments levied against or on account of the Premises or the receipt of lease rental payments hereunder. In addition, the Lessee shall pay for all of the utilities and insurance in connection with the operation of the Premises. The Lessee also shall pay as additional rental all administrative expenses of the Lessor, including ongoing trustee fees, continuing disclosure expenses and fees and any other ordinary or extraordinary expenses relating to the Bonds. Any and all such payments shall be made and satisfactory evidence of such payments in the form of receipts shall be furnished to the Lessor by the Lessee at least three (3) days before the last day upon which the same must be paid to avoid delinquency. In case the Lessee shall in good faith desire to contest the validity of any such tax or assessment, and shall so notify the Lessor, and shall furnish bond with surety to the approval of the Lessor for the payment of the charges so desired to be contested and all damages or loss resulting to the Lessor from the non-payment thereof when due, the Lessee shall not be obligated to pay the same until such contests shall have been determined. The Lessee shall promptly pay as further rental the amount calculated by or for the Trustee as the amount required to be paid to the United States Treasury, after taking into account other available moneys, to prevent the Bonds from becoming arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code").

In the event that the Trustee gives notice to the Lessee, pursuant to the terms of the Indenture, that the amount on deposit or credited to any Debt Service Reserve Fund (as may be established and defined in the Indenture) is less than the Reserve Requirement (as may be established and defined in the Indenture), the Lessee shall levy the property tax in an amount

necessary to provide a sufficient amount of Property Tax Revenues in order to pay as Additional Rentals the amount required to restore the amount on deposit or credited to the Debt Service Reserve Fund to an amount equal to the Reserve Requirement.

4. DAMAGE TO PREMISES; ABATEMENT OF RENT. In the event the Premises are partially or totally destroyed, whether by fire or any other casualty, so as to render the same unfit, in whole or part, for use by the Lessee, (x) it shall then be the obligation of the Lessor to restore and rebuild the Premises as promptly as may be done, unavoidable strikes and other causes beyond the control of the Lessor excepted; provided, however, that the Lessor shall not be obligated to expend on such restoration or rebuilding more than the amount of the proceeds received by the Lessor from the insurance provided for in Section 6 hereof, and provided further, the Lessor shall not be required to rebuild or restore the Premises if the Lessee instructs the Lessor not to undertake such work because the Lessee anticipates that either (i) the cost of such work exceeds the amount of insurance proceeds and other amounts available for such purpose, or (ii) the same cannot be completed within the period covered by rental value insurance, and (y) the rent shall be abated for the period during which the Premises or any part thereof is unfit for use by the Lessee, in proportion to the percentage of the area of the Premises which is unfit for use by the Lessee. If the Lessee so instructs the Lessor not to undertake such work, the Lessee shall use the insurance proceeds and other amounts available to exercise its option to purchase under Section 9 of this Lease.

5. OPERATION, MAINTENANCE AND REPAIR; ALTERATIONS; PERSONAL PROPERTY. The Lessee shall operate, maintain and repair the Premises during the term of this Lease and keep the Premises in good repair, working order and condition at its expense. The Lessee shall use and maintain the Premises in accordance with the laws and ordinances of the United States of America, the State of Indiana and all other proper governmental authorities. The Lessee shall have the right, without the consent of the Lessor, to make all alterations, modifications and additions and to do all improvements it deems necessary or desirable to the Premises which do not reduce the rental value thereof. At the end of the term of this Lease, the Lessee shall deliver the building to the Lessor in as good condition as at the beginning of the term of this Lease, reasonable wear and tear excepted. Equipment or other personal property which becomes worn out or obsolete may be discarded or sold by the Lessee. The Lessee need not replace such personal property, but may replace such property at its own expense, which replacement property shall belong to the Lessee. The proceeds of the sale of any personal property covered by this Lease shall be paid to the Trustee. The Lessee may trade in any obsolete or worn out personal property or replacement property which will belong to the Lessee upon payment to the Trustee of an amount equal to the trade-in value of such property.

6. INSURANCE. The Lessee, at its own expense, shall, during the term of this Lease, keep the Premises insured against physical loss or damage, however caused, with such exceptions as are ordinarily required by insurers of buildings or improvements of a similar type, with good and responsible insurance companies approved by the Lessor. Such insurance shall be in an amount at least equal to one hundred percent (100%) of the full replacement cost of the Premises. During the term of this Lease, the Lessee shall also, at its own expense, maintain rent or rental value insurance in an amount equal to the full rental value of the Premises for a period of two (2) years against physical loss or damage of the type insured against pursuant to the preceding requirements of this Section 6. During the full term of this Lease, the Lessee will also, at its own

expense, carry combined bodily injury insurance, including accidental death, and property damage with reference to the Premises in the amount of One Million Dollars (\$1,000,000) combined single limit on account of each occurrence with one or more good and responsible insurance companies. The public liability insurance required herein may be by blanket insurance policy or policies. Such policies shall be for the benefit of all persons having an insurable interest in the Premises, and shall be made payable to the Lessor or to such other person or persons as the Lessor may designate. Such policies shall be countersigned by an agent of the insurer who is a resident of the State of Indiana, and such policies, together with a certificate of the insurance commissioner of the State of Indiana certifying that the persons countersigning such policies are duly qualified in the State of Indiana as resident agents of the insurers on whose behalf they may have signed, and the certificate of the architect or engineer hereinbefore referred to, shall be deposited with the Lessor. If, at any time, the Lessee fails to maintain insurance in accordance with this Section 6, such insurance may be obtained by the Lessor and the amount paid therefor shall be added to the amount of rental payable by the Lessee under this Lease; provided, however, that the Lessor shall be under no obligation to obtain such insurance and any action or non-action of the Lessor in this regard shall not relieve the Lessee of any consequence of its default in failing to obtain such insurance.

7. ASSIGNMENT AND SUBLETTING. The Lessee shall not assign this Lease or sublet the Premises without the written consent of the Lessor. The Lessor shall not assign this Lease without the written consent of the Lessee, except to the extent provided in the Indenture.

8. TAX COVENANTS. Notwithstanding any other provision of this Lease to the contrary, the Lessee shall not take any action or fail to take any action with respect to its use of the Premises that would result in loss of the exclusion from gross income of interest paid on the Bonds under the Code, which Bonds, when initially issued and sold, were the subject of an opinion of bond counsel to the effect that interest thereon was excludable from gross income under the Code. Any agreement entered into by the Lessee with respect to the Premises that would result in a loss of the exclusion from gross income of interest paid on such Bonds under the Code shall be of no force or effect and shall not convey any rights or impose any obligation in respect to it, at law or in equity.

9. OPTION TO PURCHASE.

(a) The Lessor hereby grants to the Lessee the right and option, on any date prior to the expiration of this Lease, upon written notice to the Lessor, to purchase the Premises or any portion thereof at a price equal to the amount required to enable the Lessor to pay or defease all indebtedness related to the Premises or such portion, as the case may be, including the Bonds related to the Premises or portion thereof, with accrued and unpaid interest to the date on which such indebtedness will be redeemed and all premiums payable on the redemption thereof, and to enable the Lessor to liquidate, if the Lessor is to be liquidated, by paying the expenses and charges of liquidation and to pay the cost of transferring the Premises.

(b) Upon request of the Lessee, the Lessor shall furnish an itemized statement setting forth the amounts required to be paid by the Lessee on the next rental payment date in order to purchase the Premises in accordance with Section 9(a) hereof.

(c) If the Lessee exercises its option to purchase, it shall pay to the Trustee that portion of the purchase price which is required to pay or defease the Bonds, including all premiums payable on the redemption thereof and accrued and unpaid interest. Such payment shall not be made until the Trustee gives to the Lessee a written statement that such amount will be sufficient to retire the Bonds, including all premiums payable on the redemption thereof and accrued and unpaid interest.

(d) The remainder of such purchase price shall be paid by the Lessee to the Lessor. Nothing herein contained shall be construed to provide that the Lessee shall be under any obligation to purchase the Premises or any portion thereof, or under any obligation in respect to any creditors or other security holders of the Lessor.

(e) Upon the exercise of the option to purchase granted herein, the Lessor will upon such payment of the option price deliver, or cause to be delivered, to the Lessee documents conveying to the Lessee all of the Lessor's title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to said property was subject when conveyed to the Lessor; (ii) those liens and encumbrances created by the Lessee or to the creation or suffering of which the Lessee consented, and liens for taxes or special assessments not then delinquent; and (iii) those liens and encumbrances on its part contained in this Lease. In the event of purchase of the Premises or any portion thereof by the Lessee or conveyance of the same to the Lessee, the Lessee shall procure and pay for all surveys, title searches, abstracts, title policies and legal services that may be required, and shall furnish at the Lessee's expense all tax payments required for the transfer of title.

10. OPTION TO RENEW. The Lessor hereby grants to the Lessee the right and option to renew this Lease for a further like, or lesser, term, upon the same or like conditions as herein contained, and the Lessee may exercise this option by written notice to the Lessor given prior to the expiration of this Lease.

11. TRANSFER TO THE LESSEE. In the event the Lessee has not exercised its option to purchase the Premises in accordance with Section 9 hereof and has not exercised its option to renew this Lease in accordance with Section 10 hereof, then, upon expiration of this Lease and upon full performance by the Lessee of its obligations under this Lease, the Premises shall become the absolute property of the Lessee, and, upon the Lessee's request, the Lessor shall execute proper instruments conveying to the Lessee all of the Lessor's title thereto.

12. DEFAULTS.

(a) If the Lessee shall default in the (i) payment of any rentals or other sums payable to the Lessor hereunder, or (ii) observance of any other covenant, agreement or condition hereof and such default shall continue for ninety (90) days after written notice to correct the same, then, in any of such events, the Lessor may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein or for the enforcement of any other appropriate legal or equitable remedy, or may authorize or delegate the authority to file a suit or make appropriate claims, or the Lessor, at its option, without further notice, may terminate the estate and interest of

the Lessee hereunder, and it shall be lawful for the Lessor forthwith to resume possession of the Premises and the Lessee covenants to surrender the same forthwith upon demand.

(b) The exercise by the Lessor of the above right to terminate this Lease shall not release the Lessee from the performance of any obligation hereof maturing prior to the Lessor's actual entry into possession. No waiver by the Lessor of any right to terminate this Lease upon any default shall operate to waive such right upon the same or other default subsequently occurring.

13. NOTICES. Whenever either party shall be required to give notice to the other under this Lease, it shall be sufficient service of such notice to deposit the same in the United States mail, in an envelope duly stamped, registered and addressed to the other party, at its last known address.

14. SUCCESSORS OR ASSIGNS. All covenants in this Lease, whether by the Lessor or the Lessee, shall be binding upon the successors and assigns of the respective parties hereto.

15. SEVERABILITY. In the case of any section or provision of this Lease, or any covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or taken under this Lease, or any application thereof, is for any reason held to be illegal or invalid, or is at any time inoperable, that illegality or invalidity or inoperability shall not affect the remainder hereof or any other section or provision of this Lease or any other covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or taken under this Lease, which shall be construed and enforced as if that illegal or invalid or inoperable portion were not contained herein.

16. TABLE OF CONTENTS; CAPTIONS. The table of contents appended to this Lease and the captions included throughout this Lease are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

17. CONSTRUCTION OF COVENANTS. This Lease was entered into for the purpose of constructing, erecting, renovating and improving the Premises and leasing the same by the Lessor to the Lessee under the provisions of the Indiana Code 36-1-10. All provisions herein contained shall be construed in accordance with the provisions of said statutes, and to the extent of inconsistencies, if any, between the covenants and agreements in this Lease and provisions of said statutes, the provisions of said statutes shall be deemed to be controlling and binding upon the Lessor and the Lessee.

18. AMENDMENT OF LEASE. The Lessor may unilaterally amend Exhibit A-1 or Exhibit A-2 of this Lease to provide for the lease, demise and let by the Lessor to the Lessee of only a portion of the Premises, as currently defined under this Lease.

\*\*\*\*\*

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed for and on their behalf as of the day and year first hereinabove written.

**LESSEE**

MADISON COUNTY, INDIANA

By: Board of Commissioners of Madison County,  
Indiana

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

\_\_\_\_\_  
Auditor  
Madison County, Indiana

**LESSOR**

MADISON COUNTY BUILDING  
CORPORATION

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary/Treasurer

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF MADISON                )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Darlene Likens, Olivia Pratt, John Richwine, and Rick Gardner, personally known to me as the Board of Commissioners and Auditor, respectively, of Madison County, Indiana and acknowledged the execution of the foregoing lease for and on behalf of said county.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

(Seal)

\_\_\_\_\_  
(Written Signature)

\_\_\_\_\_  
(Printed Signature)  
Notary Public

My Commission expires:  
\_\_\_\_\_

My county of residence is:  
\_\_\_\_\_

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF MADISON                )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, personally to me to be the President and Secretary/Treasurer, respectively, of the Madison County Building Corporation, and acknowledged the execution of the foregoing lease for and on behalf of said corporation.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

(Seal)

\_\_\_\_\_  
(Written Signature)

\_\_\_\_\_  
(Printed Signature)  
Notary Public

My Commission expires:

My county of residence is:

\_\_\_\_\_

\_\_\_\_\_

This instrument prepared by Adam G. Steuerwald, Esquire, Barnes & Thornburg, 11 South Meridian Street, Indianapolis, Indiana 46204.



EXHIBIT A-1

TO LEASE BETWEEN  
MADISON COUNTY BUILDING CORPORATION, LESSOR,  
AND MADISON COUNTY, INDIANA LESSEE

EXISTING REAL ESTATE DESCRIPTION

Existing County Jail Facility

[Description to be added prior to recording of the Lease.]

Madison County Government Center

[Description to be added prior to recording of the Lease.]

Madison County Central Dispatch Center

[Description to be added prior to recording of the Lease.]

EXHIBIT A-2  
NEW REAL ESTATE DESCRIPTION

[Description to be added prior to recording of the Lease.]

EXHIBIT B  
TO LEASE BETWEEN  
MADISON COUNTY BUILDING CORPORATION, LESSOR,  
AND MADISON COUNTY, INDIANA LESSEE

ADDENDUM TO LEASE  
MADISON COUNTY BUILDING CORPORATION, LESSOR,  
AND MADISON COUNTY, INDIANA LESSEE

THIS ADDENDUM (this "Addendum"), entered into as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Madison County Building Corporation, an Indiana nonprofit corporation (the "Lessor"), and Madison County, Indiana, a municipal corporation existing under by the laws of the State of Indiana (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a lease with the Lessee dated as of \_\_\_\_\_, 2024 (the "Lease"); and

WHEREAS, it is provided in the Lease that there shall be endorsed thereon the adjusted rental.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned as follows:

Section 1. The Annual Rental. The adjusted rental is set forth on Appendix I attached hereto.

IN WITNESS WHEREOF, the undersigned have caused this Addendum to be executed for and on their behalf as of the day and year first above written.

**LESSEE**

MADISON COUNTY, INDIANA

By: Board of Commissioners of Madison County,  
Indiana

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

\_\_\_\_\_  
Auditor  
Madison County, Indiana

**LESSOR**

MADISON COUNTY BUILDING  
CORPORATION

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary/Treasurer

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF MADISON                )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, personally known to me as the Board of Commissioners and Auditor, respectively, of Madison County, Indiana acknowledged the execution of the foregoing addendum to lease for and on behalf of said county.

WITNESS my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal) \_\_\_\_\_  
(Written Signature)  
\_\_\_\_\_  
(Printed Signature)  
Notary Public

My Commission expires: \_\_\_\_\_  
My county of residence is: \_\_\_\_\_

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF MADISON    )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the President and Secretary/Treasurer, respectively, of the Madison County Building Corporation, and acknowledged the execution of the foregoing addendum to lease for and on behalf of said corporation.

WITNESS my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

(Seal)

\_\_\_\_\_  
(Written Signature)

\_\_\_\_\_  
(Printed Signature)  
Notary Public

My Commission expires:  
\_\_\_\_\_

My county of residence is:  
\_\_\_\_\_

This instrument prepared by Adam G. Steuerwald, Esquire, Barnes & Thornburg, 11 South Meridian Street, Indianapolis, Indiana 46204.

Appendix I to Addendum to Lease

Rental Schedule

Payment Date

Amount



EXHIBIT C  
TO LEASE BETWEEN  
MADISON COUNTY BUILDING CORPORATION, LESSOR,  
AND MADISON COUNTY, INDIANA LESSEE

ADDENDUM TO LEASE  
MADISON COUNTY BUILDING CORPORATION, LESSOR,  
AND MADISON COUNTY, INDIANA LESSEE

THIS ADDENDUM (this "Addendum"), entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Madison County Building Corporation, an Indiana nonprofit corporation (the "Lessor"), and Madison County, a municipal corporation existing under by the laws of the State of Indiana (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a lease with the Lessee dated as of \_\_\_\_\_, 2024 (the "Lease"); and

WHEREAS, it is provided in the Lease that there shall be endorsed thereon the date the entire New Facility, as defined therein, is complete and ready for occupancy.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned that the date the New Facility is complete and ready for occupancy is \_\_\_\_\_, 20\_\_\_\_. The Existing Facilities and the Existing Real Estate (each as defined in the Lease), are hereby released from the lien of the Lease and hereafter the only Premises (as defined in the Lease) subject to the Lease shall be the New Real Estate and the New Facility (each as defined in the Lease).

IN WITNESS WHEREOF, the undersigned have caused this Addendum to be executed for and on their behalf as of the day and year first above written.

**LESSEE**

MADISON COUNTY, INDIANA

By: Board of Commissioners of Madison County,  
Indiana

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

\_\_\_\_\_  
Auditor  
Madison County, Indiana

**LESSOR**

MADISON COUNTY BUILDING  
CORPORATION

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary/Treasurer

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF MADISON                )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, personally known to me as the Board of Commissioners and Auditor, respectively, of Madison County, Indiana, acknowledged the execution of the foregoing addendum to lease for and on behalf of said county.

WITNESS my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
(Written Signature)

\_\_\_\_\_  
(Printed Signature)  
Notary Public

My Commission expires:  
\_\_\_\_\_

My county of residence is:  
\_\_\_\_\_

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF MADISON    )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the President and Secretary/Treasurer, respectively, of the Madison County Building Corporation, and acknowledged the execution of the foregoing addendum to lease for and on behalf of said corporation.

WITNESS my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
(Written Signature)

\_\_\_\_\_  
(Printed Signature)  
Notary Public

My Commission expires:

My county of residence is:

\_\_\_\_\_

\_\_\_\_\_

This instrument prepared by Adam G. Steuerwald, Esquire, Barnes & Thornburg, 11 South Meridian Street, Indianapolis, Indiana 46204.

**ORDINANCE NO. 2024-4C**

**ORDINANCE OF THE MADISON COUNTY COUNCIL  
APPROPRIATING PROCEEDS OF THE SALE OF  
CERTAIN PROPERTY TO THE MADISON COUNTY  
BUILDING CORPORATION**

WHEREAS, the Board of Commissioners (the “Board”) of the County of Madison, Indiana (the “County”), has entered into a lease (the “Lease”) with the Madison County Building Corporation (the “Building Corporation”) for the purpose of the payment of the costs of all or any portion of the financing of the acquisition, construction, improvement, and/or equipping of all or any portion of a new county jail facility to be located on a +/- 26.42 acre parcel near the southwest corner of Hartman Road and Broadway Street in Anderson, Indiana and any related improvements, all to be used for the purposes of providing incarceration, community corrections or other law enforcement or criminal justice services by the County, including preliminary expenses and the costs of issuing bonds of the Building Corporation (collectively, the “Project”); and

WHEREAS, to provide for the financing and construction of the Project, the Building Corporation will issue lease rental revenue bonds (the “Bonds”) pursuant to the terms of a trust indenture (the “Indenture”), between the Building Corporation and a trustee bank, which Bonds will be payable solely from and secured exclusively by the trust estate established pursuant to the Indenture, which includes the lease rentals received by the Building Corporation under the Lease; and

WHEREAS, it is necessary for the Building Corporation to own the existing the existing county jail facility located at 720 Central Avenue, Anderson, Indiana 46016, the Madison County Government Center located at 16 E 9th St., Anderson, Indiana 46016, the Madison County Central Dispatch Center located at 200 North Delaware Street, Anderson, Indiana 46016 and the new county jail facility to be located on a +/- 26.42 acre parcel near the southwest corner of Hartman Road and Broadway Street in Anderson, Indiana, including the site and appurtenances thereto, subject to the Lease (collectively, the “Premises”), for purposes of the construction of the Project and the lease of the Premises to the County, and the County has approved the transfer of the Premises to the Building Corporation; and

WHEREAS, the County intends to apply the proceeds received by the County from the sale of all or any portion of the Premises to the Building Corporation (the “Premises Proceeds”) to the costs of all or any portion of the Project not funded by the Building Corporation; and

WHEREAS, the Premises Proceeds, including investment earnings thereon, have not been included in any regular budget; and

WHEREAS, notice of a hearing on the appropriation of the Premises Proceeds has been duly given by publication as required by law, and the hearing on said appropriation has been held on the date hereof, at which all taxpayers had an opportunity to appear and express their views as to such appropriation;

NOW, THEREFORE, BE IT ORDAINED BY THE MADISON COUNTY COUNCIL,  
THAT:

Section 1. The Premises Proceeds in a sum not to exceed Thirty Million Dollars (\$30,000,000), together with all investment earnings thereon, shall be and the same hereby are appropriated to pay for costs of the Project not funded by the Building Corporation.

Section 2. Such appropriation shall be in addition to all appropriations provided for in the existing budget and levy, and shall continue in effect until the completion of the Project. Any surplus of such proceeds shall be credited to the proper fund as provided by law.

Section 3. A certified copy of this Ordinance, together with such other proceedings and actions as may be necessary, shall be filed by the Madison County Auditor with the Indiana Department of Local Government Finance.

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DULY ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 2024, by the County Council on Madison County, Indiana.

COUNTY COUNCIL OF  
MADISON COUNTY, INDIANA

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ATTEST:

\_\_\_\_\_  
Madison County Auditor



**ORDINANCE NO. 2024-4D**

**ORDINANCE OF THE COUNTY COUNCIL OF MADISON COUNTY, INDIANA PLEDGING CERTAIN INCOME TAX REVENUES TO THE PAYMENT OF LEASE RENTALS UNDER A LEASE WITH THE MADISON COUNTY BUILDING CORPORATION AND APPROVING MATERIALS RELATED THERETO**

WHEREAS, Indiana Code 36-1-10-7 provides that the Board of County Commissioners of Madison County, Indiana (the "Board") may not lease a structure unless the Board receives a petition signed by fifty (50) or more taxpayers of Madison County, Indiana (the "County") and the County Council of Madison County, Indiana (the "Council") determines, after investigation, that the structure is needed; and

WHEREAS, on April 2, 2024, the Board adopted a resolution, approving a form of lease with the Madison County Building Corporation (the "Building Corporation"), as lessor, for the financing of the acquisition, construction, improvement, and/or equipping of all or any portion of a new county jail facility to be located on a +/- 26.42 acre parcel near the southwest corner of Hartman Road and Broadway Street in Anderson, Indiana and any related improvements, all to be used for the purposes of providing incarceration, community corrections or other law enforcement or criminal justice services by the County (the "Project"); and

WHEREAS, on April 9, 2024, this Council adopted a resolution determining that a need exists for the Project and approving a form of Lease between the Building Corporation, as lessor, and the County, as lessee (the "Lease") in order to finance the Project; and

WHEREAS, the Board noticed and conducted a public hearing regarding the Lease and adopted a resolution approving a petition signed by fifty (50) or more taxpayers of the County requesting the Board to enter into the Lease and approving the execution of the Lease; and

WHEREAS, lease rentals under the Lease shall be payable solely from (i) the revenues of the adjusted gross income tax levied and collected by the County pursuant to Indiana Code § 6-3.6-6-2.7 (the "Jail Income Tax Revenues") and (ii) the revenues of the additional revenue derived from the public safety component of the expenditure rate of the income tax imposed on the adjusted gross income of taxpayers in the County pursuant to Indiana Code 6-3.6 (the "Public Safety Income Tax Revenues"), and to the extent that the Jail Income Tax Revenues and Public Safety Income Tax Revenues are insufficient to pay such amounts, from the revenues of an *ad valorem* tax levied by the County on all taxable property in the County pursuant to the IC 36-1-10-17 (the "Property Tax Revenues"); and

WHEREAS, the Council has received on the date hereof information regarding the anticipated Jail Income Tax Revenues and Public Safety Income Tax Revenues to be received by the County during the term of the Lease; and

WHEREAS, this Council now desires to pledge the Jail Income Tax Revenues and the Public Safety Income Tax Revenues to the payment of all lease rentals due under the Lease pursuant to the terms of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF MADISON COUNTY, INDIANA, THAT:

Section 1. Pledge of Jail Income Tax Revenues and Public Safety Income Tax Revenues. Pursuant to IC § 5-1-14-4 and IC 6-3.6, the Council hereby pledges the Jail Income Tax Revenues and Public Safety Income Tax Revenues to the payment of all lease rental due under the Lease. For the avoidance of doubt, the term “*Public Safety Income Tax Revenues*” as used herein shall not include: (i) any additional revenue allocated to public safety purposes that is dedicated for a public safety answering point (“PSAP”) under IC 6-3.6-6-8(a) and distributed in accordance with IC 6-3.6-11-4; (ii) any amount of the certified distributions of additional revenue allocated to public safety purposes that is, after making allocations under IC 6-3.6-11, dedicated to any fire department, volunteer fire department, or emergency medical services provider in accordance with IC 6-3.6-11-8; or (iii) any certified distributions of additional revenue allocated to public safety purposes that are, after making allocations under IC 6-3.6-11, allocated to any municipality in the County under IC 6-3.6-6-8(b). The Council hereby certifies and represents that there are no prior claims or pledges of the Jail Income Tax Revenues; that the County has made no prior pledges of the Jail Income Tax Revenues to any other obligations of the County; and that the pledge of Jail Income Tax Revenues to the Lease shall be a first lien claim thereon. The Council hereby certifies and represents that there are no prior claims or pledges of the Public Safety Income Tax Revenues; that the County has made no prior pledges of the Public Safety Income Tax Revenues to any other obligations of the County; and that the pledge of Public Safety Income Tax Revenues to the Lease shall be a first lien claim thereon. The Council hereby finds and determines that the County reasonably expects to pay all lease rentals due under the Lease from the Jail Income Tax Revenues and Public Safety Income Tax Revenues, and not from the Property Tax Revenues. To the extent that that the Jail Income Tax Revenues and Public Safety Income Tax Revenues are insufficient to pay such amounts, the lease rental shall be payable from the Property Tax Revenues.

Section 2. Issuance of Parity Obligations Payable from Jail Income Tax Revenues. The County reserves the right to authorize and issue bonds or incur additional lease or other obligations entitled to the pledge of Jail Income Tax Revenues on a parity with the Lease in accordance with the requirements set forth below (the “Jail LIT Parity Obligations”). The authorization and issuance of Jail LIT Parity Obligations shall be subject to the following conditions precedent:

(a) All payments due under the Lease and all payments on any Jail LIT Parity Obligations payable from Jail Income Tax Revenues shall be current to date in accordance with the terms thereof, with no payment in arrears.

(b) For Jail LIT Parity Obligations payable from Jail Income Tax Revenues, the County shall have received a certificate prepared by an independent, qualified accountant or feasibility consultant (the “Certifier”) certifying the amount of the Jail Income Tax Revenues estimated to be received in each succeeding year shall be at least equal to one hundred fifty percent (150%) of the lease rental and debt service requirements with respect to the Lease and the proposed Jail LIT Parity Obligations for each respective year during the term of the Lease and the Jail LIT Parity Obligations. In calculating this coverage, the Certifier may take into account any increase in the income tax rate levied pursuant to IC § 6-3.6-6-2.7 which has been approved by the County, but which has not yet been collected or distributed to the County. The County shall approve and

confirm the figures and estimates set forth in the above-described certificate in any resolution or ordinance authorizing the Jail LIT Parity Obligations.

(c) Payments of any Jail LIT Parity Obligations payable from Jail Income Tax Revenues shall be payable semiannually on January 15 and July 15.

The County may issue obligations payable from Jail Income Tax Revenues on a junior basis to the pledge thereof to the Lease and any Jail LIT Parity Obligations then outstanding. However, any such junior obligations shall be payable semiannually on January 15 and July 15.

Section 3. Issuance of Parity Obligations Payable from Public Safety Income Tax Revenues. The County reserves the right to authorize and issue bonds or incur additional lease or other obligations entitled to the pledge of Public Safety Income Tax Revenues on a parity with the Lease in accordance with the requirements set forth below (the "Public Safety LIT Parity Obligations"). The authorization and issuance of Public Safety LIT Parity Obligations shall be subject to the following conditions precedent:

(a) All payments due under the Lease and all payments on any Public Safety LIT Parity Obligations payable from Public Safety Income Tax Revenues shall be current to date in accordance with the terms thereof, with no payment in arrears.

(b) For Public Safety LIT Parity Obligations payable from Public Safety Income Tax Revenues, the County shall have received a certificate prepared by a Certifier certifying the amount of the Public Safety Income Tax Revenues estimated to be received in each succeeding year shall be at least equal to one hundred fifty percent (150%) of the lease rental and debt service requirements with respect to the Lease and the proposed Public Safety LIT Parity Obligations for each respective year during the term of the Lease and the Public Safety LIT Parity Obligations. In calculating this coverage, the Certifier may take into account (i) any increase in the income tax rate which has been approved by the local income tax council, but which has not yet been collected or distributed to the County and (ii) the Jail Income Tax Revenues pledged to the payment of the lease rental under the Lease. The County shall approve and confirm the figures and estimates set forth in the above-described certificate in any resolution or ordinance authorizing the Public Safety LIT Parity Obligations.

(c) Payments of any Public Safety LIT Parity Obligations payable from Public Safety Income Tax Revenues shall be payable semiannually on January 15 and July 15.

The County may issue obligations payable from Public Safety Income Tax Revenues on a junior basis to the pledge thereof to the Lease and any Public Safety LIT Parity Obligations then outstanding. However, any such junior obligations shall be payable semiannually on January 15 and July 15.

Section 4. General. Any member of the Board or of the Council, the Auditor of the County, and the County Attorney are hereby authorized, empowered and directed, on behalf of the County to take any other action as such individual deems necessary or desirable to effectuate the foregoing, and any actions heretofore made or taken be, and hereby are, ratified and approved.

Section 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage.

DULY ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 2024, by the County Council on Madison County, Indiana.

COUNTY COUNCIL OF  
MADISON COUNTY, INDIANA

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ATTEST:

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Madison County Auditor