



*Meeting
of the
Vigo County Council
May 12, 2015*

VIGO COUNTY COUNCIL
May 12, 2015
5:00 P.M.

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VIGO COUNTY COUNCIL
Agenda
Tuesday May 12, 2015 at 5:00 P.M.
Council Chambers, Vigo County Annex

1. Pledge of Allegiance
2. Calling of the roll
3. Corrections to the journal of the preceding meeting, if needed
 - a. April 14, 2015
4. Public comment
5. Communications from elected officials of the County
6. Communications from other officials or agencies
7. Reports from standing committees
8. Reports from select committees
9. Ordinances relating to appropriations
 - a. Special Projects Committee
 - i. Resolution 2015-04
 - ii. Additional Appropriation 2015-23
 - iii. Resolution 2015-03
 - iv. Additional Appropriation 2015-24
10. Honorary resolutions
11. Resolutions relating to fiscal policies of the Council
12. First reading by summary reference of proposed ordinances and resolutions
13. Appointments
14. Adjournment

NOTICE TO TAXPAYERS OF PROPOSED ADDITIONAL APPROPRIATIONS

Notice is hereby given the Taxpayers of Vigo County, Indiana, that the Vigo County Council will meet at the Vigo County Annex, 127 Oak Street, Terre Haute, Indiana at 5:00 pm on May 12, 2015 to consider the following appropriations in excess of the budget of the current year.

**COUNTY GENERAL
COMMISSIONERS**

Liability Insurance	\$150,000
Worker's Compensation	\$50,000
Liability Claims	\$25,000
TOTAL COUNTY GENERAL FUND	\$225,000

CUMULATIVE BRIDGE

Group Insurance	\$15,974
TOTAL CUMULATIVE BRIDGE FUND	\$15,974

TIMOTHY M. SEPRODI
VIGO COUNTY AUDITOR

TO BE PUBLISHED: Friday May 1, 2015
TRIBUNE-STAR

COUNTY COUNCIL OF VIGO COUNTY, INDIANA

PRELIMINARY ECONOMIC REVITALIZATION AREA RESOLUTION

Resolution No. 2015-04

REAL AND PERSONAL PROPERTY TAX ABATEMENT

WHEREAS, Cypress Creek Renewables, LLC, developer of McDonald Solar, LLC (“McDonald”) has requested that the County Council of Vigo County, Indiana (the “Council”) approve a ten-year real property tax deduction period and a ten-year personal property tax deduction schedule for a proposed solar farm project which will include real property redevelopment or rehabilitation and installation of new manufacturing equipment (the “Project”);

WHEREAS, McDonald has advised the Council that it intends to construct the Project on property located in Fayette Township, as further described in the map attached hereto as Exhibit A and incorporated herein by reference (the “Real Property”);

WHEREAS, McDonald has further requested that the Real Property be designated an economic revitalization area (an “ERA”) for purposes of permitting such deductions;

WHEREAS, McDonald has advised the Council that the Project will involve significant investment in real property redevelopment or rehabilitation and new manufacturing equipment on the Real Property;

WHEREAS, McDonald submitted to the Council a form SB-1/UD, Statement of Benefits in connection with the Project, and provided all information and documentation necessary for the Council to make an informed decision (the “Statement”);

WHEREAS, the Council is authorized under the provisions of I.C. 6-1.1-12.1-1 *et seq.* to designate areas of the County as an ERA for the purposes described herein;

WHEREAS, the Council has considered the Statement submitted by McDonald and has conducted a complete and proper investigation of the Real Property and determined that the area qualifies as an ERA under Indiana statutes; and

WHEREAS, the Council has considered the following factors under I.C. 6-1.1-12.1-17 in connection with the Project:

1. The total amount of McDonald’s investment in real and personal property under the Project;
2. The number of construction jobs to be created under the Project;
3. The average wage of construction jobs regarding the Project compared to the state minimum wage; and
4. The infrastructure requirements for the McDonald’s investment under the Project;

(collectively, the “Deduction Schedule Factors”).

NOW, THEREFORE, IT IS FOUND, DETERMINED AND RESOLVED by the Council that:

1. That the estimate of the value of the redevelopment or rehabilitation of the Real Property is reasonable for projects of that nature and the estimate of the cost of the new manufacturing equipment to be installed in connection with the Project is reasonable for projects of that type.

2. That the estimate of the number of individuals who will be employed or whose employment will be created as a result of the construction of the proposed redevelopment or rehabilitation of the Real Property and the installation of the new manufacturing equipment can reasonably be expected to result from the proposed redevelopment or rehabilitation of the Real Property and the proposed installation of new manufacturing equipment.

3. That the estimate of annual salaries of those individuals who will be employed arising from construction of the Project can reasonably be expected to result from the proposed redevelopment or rehabilitation of the Real Property and the proposed installation of new manufacturing equipment.

4. That the number of individual opportunities for construction employment, and the compensation to be paid to employees, along with the value of the acquisition and construction of improvements as a result of the Project, create benefits of the type and quality anticipated by the Council within the ERA and can reasonably be expected to result from the proposed Project and the redevelopment or rehabilitation of the Real Property and the proposed installation of new manufacturing equipment.

5. That the benefits described in the Statement can reasonably be expected to result from the proposed redevelopment or rehabilitation of the Real Property and the proposed installation of new manufacturing equipment.

6. That the totality of benefits from the proposed redevelopment or rehabilitation of the Real Property and the proposed installation of new manufacturing equipment is sufficient to justify a ten-year real property tax deduction period and a ten-year personal property tax deduction schedule.

7. That the Deduction Schedule Factors in connection with the Project justify granting the deduction schedule for both real and personal property under I.C. 6-1.1-12.1-17 as specified herein.

8. That the Real Property constitutes an "economic revitalization area," as defined by I.C. 6-1.1-12.1-1(1).

NOW, THEREFORE, based on the foregoing, the Council further RESOLVES, FINDS AND DETERMINES:

1. That all of the conditions for the designation of the ERA and all of the requirements for the tax deductions to be granted hereby have been met, and the foregoing findings are true and all information required to be submitted has been submitted in proper form.

2. That the Statement submitted by McDonald is hereby approved.
3. That the Real Property is hereby designated as an ERA pursuant to I.C. 6-1.1-12.1-1 *et seq.*

4. That McDonald is entitled to real property tax deductions for the proposed redevelopment or rehabilitation of the Real Property as part of the Project for a period of ten years as allowed in I.C. 6-1.1-12.1-4 (as in effect on the date hereof), and personal property tax deductions for the proposed installation of manufacturing equipment as part of the Project for a period of ten years as allowed in I.C. 6-1.1-12.1-4.5(d) (as in effect on the date hereof), all in accordance with the following abatement schedule, hereby adopted pursuant to I.C. 6-1.1-12.1-17 (as in effect on the date hereof):

YEAR OF DEDUCTION	% ABATED
1	100%
2	90%
3	80%
4	70%
5	60%
6	50%
7	40%
8	30%
9	20%
10	10%

5. That notice hereof should be published according to law stating the following: the adoption and substance hereof, a copy of the description of the affected area is available for inspection in the County Assessor's Office and the setting of June 9, 2015 as the date on which the Council will hear and receive remonstrances and objections and take final action, all as required by law.

6. That, notwithstanding anything contained herein to the contrary, the granting of the tax deductions described herein is conditioned on and subject to the terms to be agreed upon in a Memorandum of Understanding between McDonald and the County.

This Preliminary Resolution is adopted by the Council on May 12, 2015.

COUNTY COUNCIL OF VIGO COUNTY, INDIANA

Abstain

Rick Burger, President

Ed Ping, Member

Mark D. Bird, Member

Timothy Curley, Member

Bill Thomas, Member

Mike Morris, Member

Kathy Miller, Member

Attest:

Timothy M. Seprodi, Auditor
Vigo County Indiana

ADDITIONAL APPROPRIATION ORDINANCE 2015-23

WHEREAS, it has been determined that it is now necessary to appropriate more money than was appropriated in the annual budget, now, therefore:

SEC. 1. Be it ordained by the County Council of Vigo County, Indiana, that for the expenses of Vigo County General Fund the following additional sums of money are hereby appropriated out of the funds named and for the purposes specified, subject to the laws governing the same.

	<u>REQUESTED</u>	<u>APPROPRIATED</u>
<u>COUNTY GENERAL</u>		
<u>COMMISSIONERS .0068</u>		
30300 Liability Insurance	\$150,000	
30400 Worker's Compensation	\$50,000	
32100 Liability Claims	\$25,000	
TOTAL COUNTY GENERAL FUND	\$225,000	

Approved on this 12th day of May 2015.

AYE

NAY

_____	Mark Bird	_____
_____	Tim P. Curley	_____
_____	Kathy Miller	_____
_____	Mike Morris	_____
_____	Ed Ping	_____
_____	Bill Thomas	_____
_____	Rick Burger President	_____

Attest:

Timothy M. Seprodi
Vigo County Auditor

RESOLUTION 2015-03
Vigo County Council

BE IT RESOLVED by the Vigo County Council of Vigo County, Indiana that a need now exists for participation in the Judges' Retirement system, as it applies to full time Juvenile Magistrates:

For all purposes as set out in IC 33-38-6.

BE IT RESOLVED that this Board will pay the mandatory employee contribution on behalf of the member. Employer share contributions are submitted by the State Auditor annually.

BE IT FURTHER RESOLVED that this resolution shall be retroactive to January 1, 2011.

Duly adopted by the following vote of the members of the Vigo County Council of Vigo County, Indiana this 12th day of May 2015.

AYE

NAY

<hr/>	Mark Bird	<hr/>
<hr/>	Tim P. Curley	<hr/>
<hr/>	Kathy Miller	<hr/>
<hr/>	Mike Morris	<hr/>
<hr/>	Ed Ping	<hr/>
<hr/>	Bill Thomas	<hr/>
<hr/>	Rick Burger President	<hr/>

Attest:

Timothy M. Seprodi
Vigo County Auditor

ADDITIONAL APPROPRIATION ORDINANCE 2015-24

WHEREAS, it has been determined that it is now necessary to appropriate more money than was appropriated in the annual budget, now, therefore:

SEC. 1. Be it ordained by the County Council of Vigo County, Indiana, that for the expenses of Vigo County Cumulative Bridge Fund the following additional sums of money are hereby appropriated out of the funds named and for the purposes specified, subject to the laws governing the same.

	<u>REQUESTED</u>	<u>APPROPRIATED</u>
<u>CUMULATIVE BRIDGE</u>		
15230 Group Insurance	\$15,974	
TOTAL CUMULATIVE BRIDGE FUND	\$15,974	

Approved on this 12th day of May 2015.

<u>AYE</u>		<u>NAY</u>
_____	Mark Bird	_____
_____	Tim P. Curley	_____
_____	Kathy Miller	_____
_____	Mike Morris	_____
_____	Ed Ping	_____
_____	Bill Thomas	_____
_____	Rick Burger President	_____

Attest:

Timothy M. Seprodi
Vigo County Auditor



Taxpayers Association of Vigo County

Special Projects Committee Meeting – Vigo County Annex Commissioners Conference
Room 3:15pm April 27, 2015

Statement from Taxpayers Association of Vigo County

Based on the information provided, Taxpayers Association of Vigo County does **not** support a real or personal property tax abatement for Cypress Creek Renewables, LLC. Below are a few points of the Taxpayers Association Boards' decision not to support the abatement that has been requested.

1. Even though renewable energy is a benefit to us all, Cypress Creek Renewables, LLC is not creating a significant amount of employment opportunities in the Vigo County area. On their Form SB-1/UD dated March 19, 2015 indicates 1 position with no salary amount.
2. The construction of the project is for a 12 week period – construction is estimated to begin in the fall and be completed no later then by the summer of 2016.
3. Cypress Creek Renewables will be utilizing Vigo County Services that are taxpayer supported, i.e. Vigo County Sherriff Department.
4. Setting precedence – if Vigo County approves this abatement, is the council willing to approve for others that will be requesting abatements in the future that simulates hardly any jobs, has federal incentive programs for renewable energy, and federal tax credits available, plus a 20year power purchase agreement with Duke Energy.

BENEFITS TO VIGO COUNTY OF PROPOSED MCDONALD SOLAR PROJECT

Cypress Creek Renewables, LLC, is an experienced developer of utility-scale and commercial solar projects nationwide. Its mission is to develop, finance and own as many megawatts of solar power as possible because it believes that solar is a key to a cleaner, more affordable, and more reliable energy future.

Cypress Creek Renewables proposes to spend not less than Eight Million Dollars in development of a 5 megawatt solar project called McDonald Solar in Fayette Township, Vigo County. It has entered into a twenty (20) year power purchase agreement ("PPA") whereby Duke Energy Indiana will purchase the power generated from the solar facility. Cypress Creek Renewables is very excited to work with local stakeholders to make Vigo county one of the first areas in the Midwest to host a utility scale solar installation. This facility will provide clean, reliable power at a fixed price for 20 years helping to reduce energy price volatility for local Duke Energy Indiana customers. The project will firmly place Vigo county at the forefront of the transition to a clean energy economy.

Construction will likely begin in the fall of 2015, and be completed no later than early summer of 2016. Cypress Creek Renewables anticipates that there will be approximately 60-80 construction jobs at the peak of construction at an average wage of \$_____ per hour. Construction of the project should take approximately twelve (12) weeks. Thereafter, there will be annual expenditures related to vegetation control and electrical maintenance. The expectation is that Cypress Creek Renewables will hire qualified local contractors to handle these functions.

In order to produce the anticipated 5 megawatts of power, once installed, the solar panels and other equipment must remain onsite. The proposed PPA with Duke provides a contractual covenant for Cypress Creek Renewables to produce solar power for a period of not less than twenty (20) years. This benefits the County because it assures a continuous investment in the subject property for a minimum of twenty (20) years, such that the taxation accruing to the County will not be reduced during the abatement period and for ten (10) years thereafter. Cypress Creek Renewables will commit to the County that it will repay any abated taxes to the extent it discontinues operations and removes property from the project within the first ten (10) years of commencement of commercial operations.

The solar facility will have a useful operational life of up to 40 years. Cypress Creek Renewables has every intention of operating the facility throughout this entire term. The solar array itself is an extremely low impact land use that will produce zero emissions. The panels do not produce any noise disturbance or any long-term effects on the property. At the end of the system's useful life, Cypress Creek Renewables has a contractual obligation with the landowner to remove the system and return the property to its original condition ready to be farmed for future generations.

David Bunge, Vice President of Development, will be responsible for developing McDonald Solar. He has been active in solar project development since 2007. Prior to joining

Cypress Creek Renewables, David founded Solexus Development, where he was responsible for development and execution of Missouri's largest solar facility in Springfield, Missouri.

In sum, Cypress Creek Renewables firmly believes that renewable energy is a key part of the future of energy. It looks forward to partnering with Vigo County. It believes that the County will benefit from hosting this progressive "green" project, which causes no negative environmental impact to adjoining property owners or the community generally.



**STATEMENT OF BENEFITS
UTILITY DISTRIBUTABLE PROPERTY**

State Form 52448 (R2 / 1-11)

Prescribed by the Department of Local Government Finance

**FORM
SB-1/UD**

INSTRUCTIONS:

1. This statement must be submitted to the body designating the economic revitalization area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise this statement must be submitted to the designating body BEFORE a person installs the new manufacturing equipment and/or research and development equipment, and/or logistical distribution equipment and/or information technology equipment for which the person wishes to claim a deduction. "Projects" planned or committed to after July 1, 1987 and areas designated after July 1, 1987 require a STATEMENT OF BENEFITS. (IC 6-1.1-12.1)
2. Approval of the designating body (City Council, Town Board, County Council, etc.) must be obtained prior to installation of the new manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment, BEFORE a deduction may be approved.
3. To obtain a deduction, Form UD-ERA must be filed with the county assessor. Form UD-ERA must be filed between March 1 and May 15 of the assessment year in which new manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment becomes assessable, unless a filing extension has been obtained. A person who obtains a filing extension must file the form between March 1 and the extended due date of that year.
4. Property owners whose Statement of Benefits was approved after June 30, 1991 must submit Form CF-1 / UD annually to show compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)
5. The schedules established under IC 6-1.1-12.1-4(d) and IC 6-1.1-12.1-4.5(a) effective July 1, 2000 apply to any statement of benefits filed on or after July 1, 2000. The schedules effective prior to July 1, 2000 shall continue to apply to those statement of benefits filed before July 1, 2000.
6. This form is for use 2006 pay 2007 and after.

SECTION 1 TAXPAYER INFORMATION								
Name of taxpayer Cypress Creek Renewables, LLC		Patrick P. Leibach						
Address of taxpayer (number and street, city, state and ZIP code) 3250 Ocean Park Blvd.; Suite 355, Santa Monica, CA 90405			Title of contact person Assistant General Counsel					
Telephone number ()	Fax number ()	Telephone number (646) 475-8334	E-mail address of contact person leibach@ccrenew.com					
SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT								
Name of designating body Vigo County Council				Resolution number				
Location of property U.S. Highway 150, West Terre Haute, Indiana 47885		County Vigo		Taxing district 026				
Description of manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment (use additional sheets if necessary) Applicant proposes to develop a five (5) megawatt solar farm in Vigo County			ESTIMATED					
			Start Date		Completion Date			
			03/31/2016		06/30/2016			
			Manufacturing Equipment					
			Research & Development Equipment					
Logistical Distribution Equipment*								
Information Technology Equipment*								
SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT								
Current number 0	SALARIES	Number retained	SALARIES	Number additional 1	SALARIES			
SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT								
NOTE: Pursuant to IC 6-1.1-12.1-5.1(d)(2) the COST of the property is confidential.	Manufacturing Equipment		Research & Development Equipment		Logistical Distribution Equipment*		Information Technology Equipment*	
	Cost	Assessed Value	Cost	Assessed Value	Cost	Assessed Value	Cost	Assessed Value
Current values								
Plus estimated values of proposed project								
Less values of any property being replaced								
Net estimated values upon completion of project								
		\$8,000,000						
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER								
Estimated solid waste converted (pounds) _____			Estimated hazardous waste converted (pounds) _____					
Other benefits:								
SECTION 6 TAXPAYER CERTIFICATION								
I hereby certify that the representations in this statement are true.								
Signature of authorized representative David Bunge		Title Vice President of Development		Date signed (month, day, year) March 19, 2015				
E-mail address bunge@ccrenew.com		Telephone number 636-474-9067		Fax number				

* See IC 6-1.1-12.1-2.3.

FOR USE OF THE DESIGNATING BODY

We have reviewed our prior actions relating to the designation of this economic revitalization area and find that the applicant meets the general standards adopted in the resolution previously approved by this body. Said resolution, passed under IC 6-1.1-12.1-2.5, provides for the following limitations as authorized under IC 6-1.1-12.1-2.

- A. The designated area has been limited to a period of time not to exceed 10 calendar years* (see below). The date this designation expires is 2027.
- B. The type of deduction that is allowed in the designated area is limited to:
- | | |
|--|---|
| 1. Installation of new manufacturing equipment; | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. Installation of new research and development equipment; | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 3. Installation of new logistical distribution equipment. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 4. Installation of new information technology equipment; | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
- C. The amount of deduction applicable to new manufacturing equipment is limited to \$ No limit cost with an assessed value of \$ 10,000,000.
- D. The amount of deduction applicable to new research and development equipment is limited to \$ N/A cost with an assessed value of \$ N/A.
- E. The amount of deduction applicable to new logistical distribution equipment is limited to \$ N/A cost with an assessed value of \$ N/A.
- F. The amount of deduction applicable to new information technology equipment is limited to \$ N/A cost with an assessed value of \$ N/A.
- G. Other limitations or conditions (specify) _____
- H. The deduction for new manufacturing equipment and/or new search and development equipment and/or new logistical distribution equipment and/or new information technology equipment installed and first claimed eligible for deduction after July 1, 2000 is allowed for:
- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> 1 year | <input checked="" type="checkbox"/> 6 years | ** For ERA's established prior to July 1, 2000 <u>only</u> a 5 or 10 year schedule may be deducted. |
| <input checked="" type="checkbox"/> 2 years | <input checked="" type="checkbox"/> 7 years | |
| <input checked="" type="checkbox"/> 3 years | <input checked="" type="checkbox"/> 8 years | |
| <input checked="" type="checkbox"/> 4 years | <input checked="" type="checkbox"/> 9 years | |
| <input checked="" type="checkbox"/> 5 years** | <input checked="" type="checkbox"/> 10 years** | |

Also we have reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved: (signature and title of authorized member):	Telephone number ()	Date signed (month, day, year)
Attested by:	Designated body Vigo County Council	
* If the designating body limits the time period during which an area is an economic revitalization area, it does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years designated under IC 6-1.1-12.1-4.5		

EXHIBIT A
DEVELOPMENT AREA





WRIGHT
SHAGLEY
LOWERY, P.C.

Legal Solutions with Skill and Integrity

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Robert L. Wright*
of Counsel

Norman L. Lowery
of Counsel

*Registered Civil Mediator
**Also Licensed in Illinois

Vigo County Council
C/O Vigo County Auditor
131 Oak Street
Terre Haute, IN 47807

RE: Additional Appropriation

The Vigo County Board of Commissioners respectfully submits that the following requests for additional appropriations be discussed at the May 12, 2015 meeting:

1. An additional \$150,000.00 to Liability Insurance to cover the transfer from this account to Liability Claims that was used to settle a civil rights claim made against Vigo County.
2. An additional \$50,000.00 to Workers Compensation to cover the transfer from this account to Liability Claims that was used to settle a civil rights claim against Vigo County.
3. An additional \$50,000.00 to Liability Claims to plan for a potential settlement in a contractual dispute initiated against Vigo County related to Election Equipment.

Should you have any questions, please feel free to contact me.

Thank you,


Michael Wright, County Attorney

PAGE 1

Vendor # 999999 Federal ID # _____

WAPLES & HANGER

410 N AUDUBON ROAD

INDIANAPOLIS IN 46219

\$ 150,000.00

Jack R. Mawel
Brenda [Signature]
Board of Commissioners

ON ACCOUNT OF APPROPRIATION FOR

COMMISSIONERS

Fund.Account.Object.Loc	Description of Account	Amount
1000.30550.000.0068	LIABILITY CLAIMS	150,000.00
Total		150,000.00

Special Notes:

w-9 attached

Auditors Use Only

ACCOUNTS PAYABLE VOUCHER

VIGO COUNTY, INDIANA:

An invoice or bill to be properly itemized must show: kind of service, where performed, dates service rendered, by whom, rates per day, number of hours, rate per hour, number of units, price per unit, etc.

Payee Vendor No. 999999	Federal ID Number 0
Name WAPLES & HANGER	On Account of App # 0
Address 410 N AUDUBON ROAD	Appropriation For 0
City INDIANAPOLIS IN 46219	Terms
	Date Due April 24, 2015

Invoice Date	Invoice Number	Description (Or note attached invoice(s) or bill(s))	Amount
4/8/2015		SETTLEMENT FOR STANGLE/DICKERSON PER MIKE WRIGHT	150,000.00
Total Amount Due			150,000.00

I hereby certify that the attached invoice(s), or bill(s), is (are) true and correct and that the materials or services itemized thereon for which charge is made were ordered and received except

April 9, 2015

COMMISSIONERS

Signature
Title

I hereby certify that the attached invoice(s), or bill(s), is (are) true and correct and I have audited same in accordance with IC 5-11-10-2.

Date _____ County Auditor _____

VOUCHER NO. _____ WARRANT NO. _____

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is entered into by and between Richard Stangle ("Defendant") and Carl Dickerson ("Plaintiff").

NOW THEREFORE, in exchange for the mutual promises and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Plaintiff and Defendant hereby agree as follows:

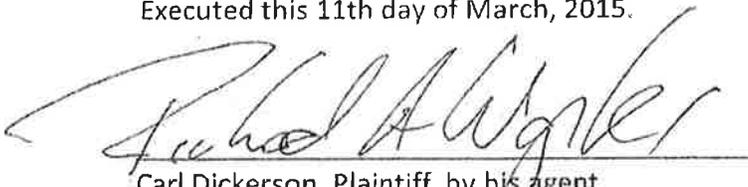
1. In consideration of the promises set forth herein, Defendant promises to pay Plaintiff the total amount of One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00). All sums set forth herein constitute damages on account of personal physical injuries or sickness, within the meaning of §104(a)(2) of the Internal Revenue Code of 1986, as amended.
2. Plaintiff, together with any and all of his assignees, agents, servants, attorneys, and representatives, and on behalf of all those persons who may claim by, through or under Plaintiff, releases, remises, and forever discharges Defendant from any and all manner of liabilities, accounts, debts, liens, contracts, agreements, damages, claims, obligations and causes of action, including but not limited to claims for costs and attorneys' fees, which have been asserted or which could have been asserted in the Litigation (defined as all claims and causes of action which have been asserted or which could have been asserted in *Dickerson v. Stangle*, Cause No. 2:13-cv-290-WTL-MJD, pending in the U.S. District Court, Southern District of Indiana, Terre Haute Division, arising from the use of force against Plaintiff during his arrest as set forth in the Litigation. Plaintiff agrees to be responsible for all liens of any kind associated with Carl Dickerson arising out of the events described in Plaintiff's Complaint and the medical care provided to Plaintiff, and agrees to indemnify and hold harmless Defendant and his attorneys from any such claims.
3. Upon execution of this Settlement Agreement by Plaintiff, Plaintiff and his attorney shall file whatever papers are necessary to effect the dismissal of the Litigation. Plaintiff and Defendant further stipulate and agree that, upon issuance of the Court's Order of Dismissal, the Litigation shall be dismissed with prejudice, except that the Court shall retain jurisdiction to enforce the settlement and adjudicate liens.
4. This Settlement Agreement and Release shall not be construed as an admission of liability or wrongdoing by Defendant. Plaintiff and Defendant agree that the negotiation, formation, execution and performance of this Settlement Agreement and Release, have been done or are done without admission or adoption of liability or lack of liability by Plaintiff and Defendant. Rather, this Settlement Agreement and Release is entered into to avoid the additional costs and expenses associated with further protracted litigation between Plaintiff and Defendant.

6. Plaintiff represents that he has not sold, assigned or otherwise transferred any of the demands, actions, causes of action, or statutory and/or common law claims which are released in this Settlement Agreement and Release. Specifically, Plaintiff represents that no attorney, other than Richard Waples of Waples and Hangar, has served or filed an attorneys' lien against settlement proceeds by Plaintiff from Defendant. Plaintiff represents that he will satisfy any lien, out of the settlement proceeds. Plaintiff further agrees that he shall indemnify and hold Defendant and its attorneys harmless from any successful claim or action by any attorney, to recover attorneys' fees from Defendant in connection with the Litigation or this Settlement Agreement and Release. Plaintiff further agrees that he shall indemnify and hold Defendant and its attorneys harmless from any successful claim or action by any person or entity, other than Plaintiff, seeking to recover fees or proceeds from Defendant in connection with the Litigation or this Settlement Agreement and Release.

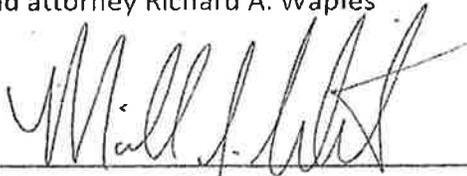
7. Plaintiff and Defendant do hereby reciprocally execute and deliver this Settlement Agreement and Release and do hereby further represent unto each of them that they are fully informed of all the terms, contents and effects of this Settlement Agreement and Release and that no promises, inducements, or agreements not herein expressed have been made to them or anyone acting on their behalf and that the terms of this Settlement Agreement and Release are contractual and not a mere recital.

8. Plaintiff and Defendant further execute this Settlement Agreement and Release with the knowledge and understanding that they intend to be legally bound by the same and that this Settlement Agreement and Release shall be interpreted in accordance with the laws of the State of Indiana.

Executed this 11th day of March, 2015.



Carl Dickerson, Plaintiff, by his agent
And attorney Richard A. Waples



Richard Stangle, Defendant, and the Vigo County
Sheriff by their agent and attorney Michael J. Wright

PAGE 1

Vendor # 999999 Federal ID # _____

DYLAN SINN

2938 S 12TH ST

TERRE HAUTE IN 47802

Justin A. Anderson

\$ 50,000.00

Paul W...

Board of Commissioners

ON ACCOUNT OF APPROPRIATION FOR

COMMISSIONERS

Special Notes:

Fund.Account.Object.Loc	Description of Account	Amount
1000.30550.000.0068	LIABILITY CLAIMS	50,000.00
	Total	50,000.00

Auditors Use Only

ACCOUNTS PAYABLE VOUCHER

VIGO COUNTY, INDIANA:

An invoice or bill to be properly itemized must show: kind of service, where performed, dates service rendered, by whom, rates per day, number of hours, rate per hour, number of units, price per unit, etc.

Payee Vendor No. 999999	Federal ID Number 0
Name DYLAN SINN	On Account of App # 0
Address 2938 S 12TH ST	Appropriation For 0
City TERRE HAUTE IN 47802	Terms
	Date Due March 27, 2015

Invoice Date	Invoice Number	Description (Or note attached invoice(s) or bill(s))	Amount
3/12/2015		SETTLEMENT	50,000.00
Total Amount Due			50,000.00

I hereby certify that the attached invoice(s), or bill(s), is (are) true and correct and that the materials or services itemized thereon for which charge is made were ordered and received except

March 12, 2015

COMMISSIONERS

Signature

Title

I hereby certify that the attached invoice(s), or bill(s), is (are) true and correct and I have audited same in accordance with IC 5-11-10-2.

Date _____

County Auditor

VOUCHER NO. _____

WARRANT NO. _____

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

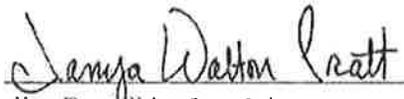
DYLAN REED SINN,)	Case No. 1:11-cv-1401-TWP-TAB
)	
Plaintiff,)	
)	
v.)	
)	
OFFICER MOYE and)	
OFFICER DREW BARNETT;)	
)	
Defendants.)	

ORDER GRANTING PLAINTIFF'S MOTION TO ENFORCE SETTLEMENT

Plaintiff, by counsel, having filed its Motion to Enforce Settlement, and the Court being otherwise sufficiently advised;

IT IS HEREBY ORDERED AND ADJUDGED that Plaintiff's motion is GRANTED. Defendants must immediately provide the confidential consideration to Plaintiff in compliance with the settlement agreement in this matter dated January 28, 2015. Defendants must further pay Plaintiff's counsel's reasonable fees and costs incurred in compelling compliance with the settlement agreement. Plaintiff's counsel shall, within thirty days of this Order, submit an affidavit evidencing its reasonable fees and costs incurred in making its Motion and a proposed order awarding Plaintiff its reasonable fees and costs.

DATED: 3/2/2015


 Hon. Tanya Walton Pratt, Judge
 United States District Court
 Southern District of Indiana

Service will be made electronically on all ECF-registered counsel of record via email generated by the court's ECF system.

QB\090022.02668\33472463.1



Vigo County Auditor

Timothy M. Seprodi
VIGO COUNTY ANNEX
131 OAK STREET
TERRE HAUTE, INDIANA 47807
(812) 462-3361 FAX: (812) 231-0091

April 02, 2015

Vigo County Council

RE: Juvenile Magistrate participation in Judges' Retirement Plan

To whom it may concern,

Recently, the Auditor's received notification from INPRS that Dan Kelly, Juvenile Magistrate, is now a member of the Judges' Retirement Fund. Previously, the Juvenile Magistrates had been a member of PERF, but there has been a change that requires all full time Juvenile Magistrates who began service after 7/1/2010 to participate in the Judges' Retirement Fund. INPRS is requesting that a resolution be passed in order to complete the process.

The County will contribute the mandatory employee contribution, which is 6%. This is 3% more than the PERF employee contribution, but the County is not responsible for the employer share contribution. The State Auditor makes those contributions annually. Please see the attached documentation.

Should you have any questions, please contact me.

Thank you,


Timothy M. Seprodi

IC 33-38-6

Chapter 6. Judges' Retirement System

IC 33-38-6-1

"Americans with Disabilities Act"

Sec. 1. As used in this chapter, "Americans with Disabilities Act" refers to the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and any amendments and regulations related to the act.

As added by P.L.98-2004, SEC.17.

IC 33-38-6-2

"Board"

Sec. 2. As used in this chapter, "board" refers to the board of trustees of the Indiana public retirement system established by IC 5-10.5-3-1.

As added by P.L.98-2004, SEC.17. Amended by P.L.23-2011, SEC.23.

IC 33-38-6-2.5

"Electronic funds transfer"

Sec. 2.5. As used in this chapter, IC 33-38-7, and IC 33-38-8, "electronic funds transfer" has the meaning set forth in IC 4-8.1-2-7(f).

As added by P.L.13-2011, SEC.5.

IC 33-38-6-3

"Employer"

Sec. 3. As used in this chapter, "employer" means the state of Indiana.

As added by P.L.98-2004, SEC.17.

IC 33-38-6-4

"Fiscal year"

Sec. 4. As used in this chapter, "fiscal year" means the period beginning July 1, in any year, and ending June 30 of the succeeding year.

As added by P.L.98-2004, SEC.17.

IC 33-38-6-5

"Fund"

Sec. 5. As used in this chapter, "fund" refers to the Indiana judges' retirement fund established by section 12 of this chapter.

As added by P.L.98-2004, SEC.17.

IC 33-38-6-6

"Internal Revenue Code"

Sec. 6. As used in this chapter, "Internal Revenue Code":

(1) means the Internal Revenue Code of 1954, as in effect September 1, 1974, if permitted with respect to governmental plans; or

(2) to the extent not inconsistent with subdivision (1), has the meaning set forth in IC 6-3-1-11.

As added by P.L.98-2004, SEC.17.

IC 33-38-6-7

"Judge"

Sec. 7. As used in this chapter, "judge" means a person who serves or has served as a regular judge or justice of one (1) or more of the following courts:

- (1) Supreme court.
- (2) Court of appeals.
- (3) Indiana tax court.
- (4) Circuit court of a judicial circuit.
- (5) Superior court of a county.
- (6) Criminal court of a county having a separate criminal court.
- (7) Probate court of a county having a separate probate court.
- (8) Juvenile court of a county having a separate juvenile court.
- (9) Municipal court of a county.
- (10) County court of a county.

As added by P.L.98-2004, SEC.17.

IC 33-38-6-8

"Judge pro tempore service"

Sec. 8. As used in this chapter, "judge pro tempore service" means service in Indiana as a full-time judge pro tempore appointed under Trial Rule 63(B) that:

- (1) is not covered by IC 33-38-7 or IC 33-38-8; and
- (2) is served by a person who has other service that is covered by IC 33-38-7 or IC 33-38-8.

As added by P.L.98-2004, SEC.17.

IC 33-38-6-9

"Participant"

Sec. 9. As used in this chapter, "participant" means a judge who participates in the fund. After December 31, 2010, "participant" means a judge or full-time magistrate who participates in the fund.

As added by P.L.98-2004, SEC.17. Amended by P.L.122-2008, SEC.6.

IC 33-38-6-10

"Salary"

Sec. 10. As used in this chapter, "salary" means the total salary paid to a participant by the state and by a county or counties, determined without regard to any salary reduction agreement established under Section 125 of the Internal Revenue Code.

As added by P.L.98-2004, SEC.17.

IC 33-38-6-11

"Services"

Sec. 11. As used in this chapter, "services" means the period

beginning on the first day a person first becomes a judge or, after December 31, 2010, a judge or full-time magistrate, and ending on the date under consideration and includes all intervening employment as a judge or, after December 31, 2010, a judge or full-time magistrate.

As added by P.L.98-2004, SEC.17. Amended by P.L.122-2008, SEC.7.

IC 33-38-6-12

Indiana judges' retirement fund

Sec. 12. The Indiana judges' retirement fund is established and consists of:

- (1) each participant's contribution to the fund;
- (2) gifts, grants, devises, and bequests in money, property, or other forms made to the fund;
- (3) interest on investments or on deposits of the funds; and
- (4) contributions or payments to the fund made in the manner provided by the general assembly, including appropriations from the state general fund as provided by this chapter.

As added by P.L.98-2004, SEC.17.

IC 33-38-6-13

Qualification of fund under Internal Revenue Code

Sec. 13. The fund must satisfy the qualification requirements in Section 401 of the Internal Revenue Code, as applicable to the fund. In order to meet those requirements, the fund is subject to the following provisions, notwithstanding any other provision of this chapter IC 33-38-7, or IC 33-38-8:

- (1) The board shall distribute the corpus and income of the fund to participants and their beneficiaries in accordance with this chapter, IC 33-38-7, and IC 33-38-8.
- (2) A part of the corpus or income of the fund may not be used or diverted to a purpose other than the exclusive benefit of the participants and their beneficiaries.
- (3) Forfeitures arising from severance of employment, death, or for any other reason may not be applied to increase the benefits a participant would otherwise receive under the fund.
- (4) If the fund is terminated or if all contributions to the fund are completely discontinued, the rights of each affected participant to the benefits accrued at the date of the termination or discontinuance, to the extent then funded, are nonforfeitable.
- (5) All benefits paid from the fund shall be distributed in accordance with the requirements of Section 401(a)(9) of the Internal Revenue Code and the regulations under that section. In order to meet those requirements, the fund is subject to the following provisions:
 - (A) The life's expectancy of a participant, the participant's spouse, or the participant's beneficiary shall not be recalculated after the initial determination, for purposes of determining benefits.

(B) If a participant dies before the distribution of the participant's benefits has begun, distributions to beneficiaries must begin not later than December 31 of the calendar year immediately following the calendar year in which the participant died.

(6) The board may not:

(A) determine eligibility for benefits;

(B) compute rates of contribution; or

(C) compute benefits of participants or beneficiaries;

in a manner that discriminates in favor of participants who are considered officers, supervisors, or highly compensated, as prohibited under Section 401(a)(4) of the Internal Revenue Code.

(7) The salary taken into account under this chapter, IC 33-38-7, or IC 33-38-8 may not exceed the applicable amount under Section 401(a)(17) of the Internal Revenue Code.

As added by P.L.98-2004, SEC.17.

IC 33-38-6-14

Administration of fund

Sec. 14. The board shall administer the fund in a manner that is consistent with the Americans with Disabilities Act, to the extent required by the act.

As added by P.L.98-2004, SEC.17.

IC 33-38-6-15

Law governing participation, contributions, withdrawals, and benefits; Family and Medical Leave Act; Uniformed Services Employment and Reemployment Act

Sec. 15. (a) Conditions for participation in the fund, contributions to the fund, withdrawal from the fund, and eligibility for and computation of benefits for participants and their survivors are governed by IC 33-38-7 and IC 33-38-8.

(b) Notwithstanding any provision of this chapter, IC 33-38-7, or IC 33-38-8, the fund must be administered in a manner consistent with the Family and Medical Leave Act of 1993 (29 U.S.C. 2601 et seq.). A participant on a leave of absence that qualifies for the benefits and protections afforded by the Family and Medical Leave Act is entitled to receive credit for vesting and eligibility purposes to the extent required by the Family and Medical Leave Act but is not entitled to receive credit for service for benefit purposes.

(c) Notwithstanding any provision of this chapter, IC 33-38-7, and IC 33-38-8, a participant is entitled to service credit and benefits in the amount and to the extent required by the Uniformed Services Employment and Reemployment Rights Act (38 U.S.C. 4301 et seq.).

As added by P.L.98-2004, SEC.17.

IC 33-38-6-16

Referendum of judges concerning federal Social Security agreement

Sec. 16. (a) The governor may conduct, or cause to be conducted, a referendum for the judges who are covered by the provisions of the judges' retirement fund to determine whether the judges covered by the retirement fund shall be excluded from or included in the agreement negotiated under the provisions of Section 218 of the federal Social Security Act (as defined in IC 5-10.1-1-9). The referendum must be conducted in full compliance with all the requirements of Section 218(d) of the federal Social Security Act. The governor shall designate the board as the agency to conduct and supervise the referendum, and the expense of conducting the referendum shall be paid from funds appropriated to the fund.

(b) If the majority of the judges who are eligible to vote in the referendum described in subsection (a) vote in the negative, the board may request that a subsequent referendum be conducted in the same manner and with the same effect described in subsection (a). However, a subsequent referendum may not be conducted within one (1) year after the date of the prior referendum.

(c) If a majority of the judges who are eligible to vote in the referendum described in subsection (a) vote in the affirmative, both the:

- (1) judges covered by the retirement fund; and
- (2) judges who waived their right to be covered by the provisions of the retirement fund;

shall be included in the agreement negotiated by the state with the Secretary of the United States Department of Health and Human Services in the same manner provided in IC 5-10.1-4 for the inclusion of services covered by the retirement systems specified in IC 5-10.1-4-1 in the agreement.

(d) Each judge whose services are covered by Social Security is required to pay during the period of the judge's service the employee contributions required by the agreement. The contributions shall begin on the effective date of the judge's coverage and are subject to the terms and conditions of IC 5-10.1.

(e) The auditor of state shall pay the employer contributions required under the agreement wholly from funds appropriated to the fund, and the contributions begin on the effective date of the modification that adds the judges of the fund to the federal-state agreement. The employer contributions shall be paid in the manner provided in the agreement.

(f) The modification of the federal-state agreement to effectuate the participation of the judges in the agreement must be effective for services performed on a date fixed and determined by the board.

As added by P.L. 98-2004, SEC. 17.

IC 33-38-6-17

Appropriation from state general fund

Sec. 17. (a) For purposes of this chapter, there is appropriated for each biennium a sum of money, computed on an actuarially funded basis, as follows:

- (1) From the state general fund for participants' retirement

benefits, the amount determined by the board, on recommendation of an actuary, which, when added to the part of the fund held for benefits at the date of the appropriation, is equal to the total liability of the fund for benefits to the end of the biennium.

(2) From the earnings on the fund, for administration purposes, the amount required during the biennium, as determined by the board on the basis of experience. The amount required for administration shall be paid out as the operating expenses of other state departments are paid.

(b) The biennial appropriation provided in this section shall be credited to the board annually in equal installments in July of each year of the biennium.

As added by P.L.98-2004, SEC.17.

IC 33-38-6-18

Use of appropriated funds

Sec. 18. The amount appropriated under section 17 of this chapter for participants' retirement benefits shall be used for retirement benefits under IC 33-38-7 and IC 33-38-8.

As added by P.L.98-2004, SEC.17.

IC 33-38-6-19

Fund construed as a trust

Sec. 19. The fund shall be construed to be a trust, separate and distinct from all other entities, maintained to secure payment of benefits to the participants and their beneficiaries, as prescribed in IC 33-38-7 and IC 33-38-8.

As added by P.L.98-2004, SEC.17.

IC 33-38-6-20

Use of fund for administrative costs

Sec. 20. In addition to the purpose set forth in section 19 of this chapter, the fund may be used for the payment of the costs of administering this chapter.

As added by P.L.98-2004, SEC.17.

IC 33-38-6-21

Warrants to participants

Sec. 21. (a) When drawing a salary warrant for a participant, the auditor of state and the county auditor shall deduct from the amount of the warrant the participant's contribution, if any, to the fund in the amount certified in the vouchers or an order issued by the director.

(b) The auditor of state and the county auditor shall draw a warrant to the fund for the total contributions withheld from the participants each month. The warrant drawn to the fund together with a list of participants and the amount withheld from each participant shall be transmitted immediately to the director.

(c) After December 31, 2011, the auditor of state and the county auditor shall submit the contributions paid by or on behalf of a

participant under this section by electronic funds transfer in accordance with section 21.5 of this chapter.

As added by P.L.98-2004, SEC.17. Amended by P.L.13-2011, SEC.6.

IC 33-38-6-21.5

Submission of contributions, reports, and records electronically

Sec. 21.5. (a) This section applies to reports, records, and contributions submitted after December 31, 2011, under this chapter, IC 33-38-7, and IC 33-38-8.

(b) An employer shall submit through the use of electronic funds transfer:

(1) employer payments made to fund the retirement, disability, and survivor benefits described in this chapter, IC 33-38-7, and IC 33-38-8; and

(2) contributions paid by or on behalf of a participant under section 21 of this chapter, IC 33-38-7-10, or IC 33-38-8-11.

(c) An employer shall submit in a uniform format through a secure connection over the Internet or through other electronic means specified by the board the reports and records required by the board under this chapter, IC 33-38-7, or IC 33-38-8.

(d) The board shall establish by rule the due dates for all reports, records, and contributions required under this chapter, IC 33-38-7, or IC 33-38-8.

As added by P.L.13-2011, SEC.7.

IC 33-38-6-22

Salary warrants indicating deductions of contributions

Sec. 22. The auditor of state and the county auditor in the preparation of salary warrants to participants shall indicate on the payroll voucher the following information, in addition to other things:

(1) The amount of the participant's contribution to the fund deducted from the salary of the participant.

(2) The net amount payable to the participant, after the deduction of the participant's contribution.

As added by P.L.98-2004, SEC.17.

IC 33-38-6-23

Administration of fund; confidentiality of fund records

Sec. 23. (a) The board of trustees of the Indiana public retirement system (referred to as "the system" in this section) shall administer the fund, which may be commingled for investment purposes with any public pension and retirement fund administered by the system.

(b) The board shall do the following:

(1) Determine eligibility for and make payments of benefits under IC 33-38-7 and IC 33-38-8.

(2) In accordance with the powers and duties granted it in IC 5-10.3-3-7.1, IC 5-10.3-5-3 through IC 5-10.3-5-6, IC 5-10.5-4, and IC 5-10.5-6, administer the fund.

(3) Provide by rule for the implementation of this chapter and

IC 33-38-7 and IC 33-38-8.

(4) Authorize deposits.

(c) A determination by the board may be appealed under the procedures in IC 4-21.5.

(d) The powers and duties of:

(1) the director and the actuary of the board; and

(2) the attorney general;

with respect to the fund are those specified in IC 5-10.3-3, IC 5-10.3-4, IC 5-10.5-4, and IC 5-10.5-6.

(e) The board may hire additional personnel, including hearing officers, to assist it in the implementation of this chapter.

(f) Fund records of individual participants and participants' information are confidential, except for the name and years of service of a fund participant.

As added by P.L.98-2004, SEC.17. Amended by P.L.94-2004, SEC.6; P.L.99-2010, SEC.9; P.L.13-2011, SEC.8; P.L.35-2012, SEC.103.

IC 33-38-6-24

Rollover to eligible retirement plan

Sec. 24. Notwithstanding any other provision of this chapter, IC 33-38-7, or IC 33-38-8, to the extent required by Internal Revenue Code Section 401(a)(31) of the Internal Revenue Code, as added by the Unemployment Compensation Amendments of 1992 (P.L. 102-318), and any amendments and regulations related to Section 401(a)(31) of the Internal Revenue Code, the fund shall allow participants and qualified beneficiaries to elect a direct rollover of eligible distributions to another eligible retirement plan.

As added by P.L.98-2004, SEC.17.

IC 33-38-6-25

Service credit; contributions for service as judge or full-time magistrate

Sec. 25. (a) A judge or, after December 31, 2010, a judge or full-time magistrate, is entitled to a month of service credit for services performed in any fraction of a calendar month. However, a judge or, after December 31, 2010, a judge or full-time magistrate, is not entitled to more than one (1) month of credit for services performed in a calendar month.

(b) Except as otherwise provided in this chapter, if a judge is elected or appointed and serves one (1) or more terms or part of a term, then retires from office but at a later period or periods is appointed or elected and serves as judge, the judge shall pay into the fund during all the periods served as judge, whether the periods are served consecutively or not.

(c) Except as otherwise provided in this chapter, a judge is not required to pay into the fund:

(1) at any time when the judge is not serving as judge; or

(2) during any period of service as a senior judge under IC 33-23-3.

(d) Except as otherwise provided in this chapter, after December

31, 2010, a full-time magistrate:

(1) shall pay into the fund during all periods served as a full-time magistrate, whether the periods are served consecutively or not; and

(2) is not required to pay into the fund at any time when the magistrate is not serving as a full-time magistrate.

As added by P.L.98-2004, SEC.17. Amended by P.L.122-2008, SEC.8.

IC 33-38-6-26

Judge pro tempore service credit; conditions

Sec. 26. (a) A participant may purchase judge pro tempore service credit if:

(1) the participant has at least one (1) year of service in the fund;

(2) before the participant retires, the participant makes contributions to the fund:

(A) that are equal to the product of:

(i) the participant's salary at the time the participant actually makes a contribution for the service credit; multiplied by

(ii) a percentage rate, as determined by the actuary of the fund, that is based on the age of the participant at the time the participant makes a contribution for service credit and computed to result in a contribution amount that approximates the actuarial present value of the benefit attributable to the service credit purchased; multiplied by

(iii) the number of years of judge pro tempore service the participant intends to purchase; and

(B) for any accrued interest, at a rate determined by the actuary of the fund, for the period from the participant's initial membership in the fund to the date payment is made by the participant; and

(3) the fund receives verification from the applicable court that the judge pro tempore service occurred.

(b) A participant may not receive service credit under this section if the judge pro tempore service for which the participant requests credit also qualifies the participant for a benefit in another retirement system.

(c) A participant who:

(1) terminates service before satisfying the requirements for eligibility to receive a retirement benefit from the fund; or

(2) receives a retirement benefit for the same service from another retirement system, other than under the federal Social Security Act;

may withdraw the participant's contributions made under this section plus accumulated interest after submitting to the fund a properly completed application for a refund.

(d) The following apply to the purchase of service credit under this section:

(1) The board may allow a participant to make periodic payments of the contributions required for the purchase of the service credit. The board shall determine the length of the period during which the payments are to be made.

(2) The board may deny an application for the purchase of service credit if the purchase would exceed the limitations set forth in Section 415 of the Internal Revenue Code.

(3) A participant may not claim the service credit for purposes of determining eligibility or computing benefits unless the participant has made all payments required for the purchase of the service credit.

(e) To the extent permitted by the Internal Revenue Code and applicable regulations, the fund may accept, on behalf of a participant who is purchasing service credit under this section, a rollover of a distribution from any of the following:

(1) A qualified plan described in Section 401(a) or Section 403(a) of the Internal Revenue Code.

(2) An annuity contract or account described in Section 403(b) of the Internal Revenue Code.

(3) An eligible plan that is maintained by a state, a political subdivision of a state, or an agency or instrumentality of a state or political subdivision of a state under Section 457(b) of the Internal Revenue Code.

(4) An individual retirement account or annuity described in Section 408(a) or Section 408(b) of the Internal Revenue Code.

(f) To the extent permitted by the Internal Revenue Code and the applicable regulations, the fund may accept, on behalf of a participant who is purchasing service credit under this section, a trustee to trustee transfer from any of the following:

(1) An annuity contract or account described in Section 403(b) of the Internal Revenue Code.

(2) An eligible deferred compensation plan under Section 457(b) of the Internal Revenue Code.

As added by P.L. 98-2004, SEC. 17.

IC 33-38-6-27

Reference to judges' retirement system

Sec. 27. A reference to the judges' retirement system under this chapter is considered a reference to the judges' retirement fund under this article.

As added by P.L. 98-2004, SEC. 17.

Indiana Public Retirement System

Judges

- [Forms](#)
- [Fast Facts](#)

Membership Information

Judges who serve in eligible courts and receive a state salary participate in this retirement benefit plan. Only judges who served prior to October 1, 1985, can be members of the 1977 provisions of this system.

Participating members contribute 6 percent of the statutory wage for a maximum period of twenty-two years. The State of Indiana is responsible for paying all of the benefits provided by the plan. Currently, annual appropriations are combined with court docket fees to cover actual benefit payments.

Learn more about these retirement benefits, when they can be collected, and who pays for them below.

Enrollment

- [1977 and 1985 Judges' Retirement System Handbook](#)
- [How do I become a member of the retirement system?](#)
- [Who pays for my benefits?](#)
- [What happens to my money if I leave my job?](#)
- [Who May Act for the Member](#)

Collecting Plan Benefits

- [How much might I receive as my Judges' Retirement System pension benefit?](#)
- [When should I start planning to apply for my retirement?](#)
- [Will I receive any benefits if I am disabled?](#)
- [What benefits will my loved ones receive if I die?](#)

Fast Facts

- [Judges' System at a Glance Fact Sheet](#)
- [Full-Time Magistrates Election 2010](#)
- [Newsletters](#)

Craig, Kim

From: INPRS EPPA Staff <EPPA@inprs.in.gov>
Sent: Monday, March 16, 2015 10:53 AM
To: Craig, Kim
Subject: RE: INPRS Request / Daniel Kelly / Case ~79895

Dear Ms. Craig,

I was notified that you called this past Friday about some errors you were receiving on the positive adjustments for this member, for unit # 5001-084. For juvenile magistrates whom elected to be in the Judges' fund, your unit does not submit employer share at all. The employer share is sent for all Judges' fund members once annually by the State Auditor in a lump sum.

Additionally, the member share is 6% for the Judges' fund, not 3%.

This is all dictated in Indiana code.

Also, please complete and submit the form linked below as soon as possible if you would like to set up unit # 5001-084 to submit the 6% as 'employer-paid' which in our system is referred to as 'mandatory pre-tax'. This is how we've already set up the unit in ERM, but we still require the documentation. You may scan and attach in a reply to this email.

<http://www.in.gov/inprs/files/pre-taxresolutionform.pdf>

Should you have any additional questions, please feel free to contact the Indiana Public Retirement System Call Center. Our toll-free number is 1.888.876.2707. Our office hours are from 8AM - 5PM, Monday - Friday, Eastern Standard Time.

INPRS Customer Service
Email: eppa@inprs.in.gov
MS

Pursuant to IC 5-10.5-6-4 except for member names and years of service, INPRS membership and member records are confidential. In accordance with the Fair Information Practices Act and 35 IAC 1-2-1-5, the requested information is being provided to your agency for use as a legitimate business necessity in order for you to carry out your agency's statutory functions. Confidential information must remain confidential and cannot be used for any other purpose without the express written consent of INPRS.

From: INPRS EPPA Staff
Sent: Wednesday, March 11, 2015 8:33 AM
To: 'Craig, Kim'
Subject: RE: INPRS Request / Daniel Kelly / Case ~79895

Dear Ms. Craig,

I have modified the hire date with 0627000 to 1/1/11. You can now 'save and revalidate' all of the errors, pay the report and then continue resolving this issue. I do apologize for any inconvenience.

Should you have any additional questions, please feel free to contact the Indiana Public Retirement System Call Center. Our toll-free number is 1.888.876.2707. Our office hours are from 8AM - 5PM, Monday - Friday, Eastern Standard Time.

INPRS Customer Service



Vigo County Auditor

Timothy M. Seprodi
VIGO COUNTY ANNEX
131 OAK STREET
TERRE HAUTE, INDIANA 47807
(812) 462-3361 FAX: (812) 231-0091

March 13, 2015

Vigo County Council

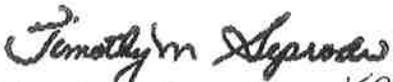
RE: Additional Appropriation for Group Insurance

To whom it may concern,

I am requesting an Additional Appropriation of \$15,974.00 for group insurance for the Cumulative Bridge fund. At the time the appropriations for group insurance for the 2015 budget were calculated, the individual that was paid from the Cumulative Bridge fund did not have medical insurance and therefore, group insurance for this fund was not included. At this time, the employee that is paid from the Cumulative Bridge fund does have medical coverage and the appropriation is needed.

Should you have any questions, please contact me.

Thank you,


Timothy M. Seprodi *KRE*