



*Meeting
of the
Vigo County Council
September 10, 2019*

VIGO COUNTY COUNCIL

September 10, 2019

6:00 P.M.

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VIGO COUNTY COUNCIL
Agenda
Tuesday, September 10, 2019 at 6:00 P.M.
Council Chambers, Vigo County Government Center

1. Pledge of Allegiance
2. Calling of the roll
3. Corrections to the journal of the preceding meeting, if needed
 - a. August 13, 2019
4. Public comment
 - a. Kristi Howe, Director of the Vigo County Public Library, providing an update on the strategic plan for the Vigo County Public Library.
5. Communications from elected officials, other officials, or agencies of the County.
6. Reports from standing committees
7. Reports from select committees
8. Other Ordinances and Resolutions
 - a. Resolution 2019-16 Real Property Tax Abatement Midwest Investments
 - b. Resolution 2019-17 Personal Property Tax Abatement D&D Automation
9. Ordinances relating to appropriations
 - a. Annual Budget Committee
 - i. First Reading Binding Units 2020 Annual Budgets
 - ii. First Reading County 2020 Annual Budget
 - iii. Draft Lease for the Vigo County Security Center Project between Vigo County and Vigo County Building Corp: ROC 19-046 County Commissioners
 - iv. Resolution 2019-15 Pledging the County's Special Purpose Income Tax Revenues to the Payment of Lease Rental Under A Lease with the Vigo County Building Corporation and Approving Materials Related thereto: ROC 19-045 County Commissioners
 - v. Additional Appropriation Ordinance 2019-29: ROC 19-044 LIT Special Purpose
 - b. Budget Adjustment
 - i. Additional Appropriation Ordinance 2019-27: ROC 19-043 Sheriff-E-Share Asset Funds-Vehicles
 - ii. Additional Appropriation Ordinance 2019-28: ROC 19-047 E-911 Fund- Contractual Services
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 Government Center, 127 Oak Street, Terre Haute, Indiana at 6:00 pm on September 10, 2019 to consider the following appropriations in excess of the budget of the current year.

Sheriff

E-Share Asset Fund

44460 Vehicles	\$	27,890
Total E-Share Asset Fund	\$	27,890

E-911 Fund

33300 Contractual Services	\$	23,562
Total E-911 Fund	\$	23,562

LIT- Special Purpose(1114)

44150 Land Acquisition	\$	510,380
Total LIT-Special Purpose Fund	\$	510,380

JAMES W. BRAMBLE
VIGO COUNTY AUDITOR

TO BE PUBLISHED: Friday, August 30, 2019
TRIBUNE-STAR

NOTICE TO TAXPAYERS

The Notice to Taxpayers is available online at www.budgetnotices.in.gov or by calling (888) 739-9826.

Complete details of budget estimates by fund and/or department may be seen by visiting the office of this unit of government at **3230 E Haythorne Ave, Terre Haute, IN.**

Notice is hereby given to taxpayers of **Vigo County Solid Waste Management District, Vigo County**, Indiana that the proper officers of **Vigo County Council** will conduct a public hearing on the year **2020** budget. Following this meeting, any ten or more taxpayers may object to a budget, tax rate, or tax levy by filing an objection petition with the proper officers of **Vigo County Council** not more than seven days after the hearing. The objection petition must identify the provisions of the budget, tax rate, or tax levy to which taxpayers object. If a petition is filed, **Vigo County Council** shall adopt with the budget a finding concerning the objections in the petition and testimony presented. Following the aforementioned hearing, the proper officers of **Vigo County Council** will meet to adopt the following budget:

Public Hearing Date	Tuesday, September 10, 2019	Adoption Meeting Date	Thursday, October 03, 2019
Public Hearing Time	6:00 PM	Adoption Meeting Time	6:00 PM
Public Hearing Location	Council chambers, 127 Oak Street, Terre Haute, IN	Adoption Meeting Location	Council chambers, 127 Oak Street, Terre Haute, IN
Estimated Civil Max Levy	\$0		
Property Tax Cap Credit Estimate	\$0		

1 Fund Name	2 Budget Estimate	3 Maximum Estimated Funds to be Raised (including appeals and levies exempt from maximum levy limitations)	4 Excessive Levy Appeals	5 Current Tax Levy	6 Levy Percentage Difference (Column 3 / Column 5)
8210-SPECIAL SOLID WASTE MANAGEMENT	\$395,520	\$0	\$0	\$0	
Totals	\$395,520	\$0	\$0	\$0	

NOTICE TO TAXPAYERS

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Complete details of budget estimates by fund and/or department may be seen by visiting the office of this unit of government at **Vigo County Council Chambers 127 Oak St Terre Haute IN.**

Notice is hereby given to taxpayers of **TERRE HAUTE INTERNATIONAL AIRPORT, Vigo County, Indiana** that the proper officers of **Vigo County Council** will conduct a public hearing on the year **2020** budget. Following this meeting, any ten or more taxpayers may object to a budget, tax rate, or tax levy by filing an objection petition with the proper officers of **Vigo County Council** not more than seven days after the hearing. The objection petition must identify the provisions of the budget, tax rate, or tax levy to which taxpayers object. If a petition is filed, **Vigo County Council** shall adopt with the budget a finding concerning the objections in the petition and testimony presented. Following the aforementioned hearing, the proper officers of **Vigo County Council** will meet to adopt the following budget:

Public Hearing Date	Tuesday, September 10, 2019	Adoption Meeting Date	Thursday, October 03, 2019
Public Hearing Time	6:00 PM	Adoption Meeting Time	6:00 PM
Public Hearing Location	Vigo County Council Chambers 127 Oak St Terre Haute IN	Adoption Meeting Location	City Hall Courtroom, 17 Harding Ave, Terre Haute IN 47807
Estimated Civil Max Levy	\$1,613,622		
Property Tax Cap Credit Estimate	\$378,812		

1 Fund Name	2 Budget Estimate	3 Maximum Estimated Funds to be Raised (including appeals and levies exempt from maximum levy limitations)	4 Excessive Levy Appeals	5 Current Tax Levy	6 Levy Percentage Difference (Column 3 / Column 5)
0061-RAINY DAY	\$200,000	\$0	\$0	\$0	
8101-SPECIAL AIRPORT GENERAL	\$2,906,858	\$1,616,000	\$0	\$1,556,650	3.81%
8190-SPECIAL AIRPORT CUMULATIVE BLDG	\$40,000	\$84,000	\$0	\$80,865	3.88%
9500-TIF FUND	\$0	\$0	\$0	\$0	
Totals	\$3,146,858	\$1,700,000	\$0	\$1,637,515	

NOTICE TO TAXPAYERS

The Notice to Taxpayers is available online at www.budgetnotices.in.gov or by calling (888) 739-9826.

Complete details of budget estimates by fund and/or department may be seen by visiting the office of this unit of government at **6553 S CARLISLE ST TERRE HAUTE IN.**

Notice is hereby given to taxpayers of **HONEY CREEK FIRE PROTECTION, Vigo County, Indiana** that the proper officers of **Vigo County Council** will conduct a public hearing on the year **2020** budget. Following this meeting, any ten or more taxpayers may object to a budget, tax rate, or tax levy by filing an objection petition with the proper officers of **Vigo County Council** not more than seven days after the hearing. The objection petition must identify the provisions of the budget, tax rate, or tax levy to which taxpayers object. If a petition is filed, **Vigo County Council** shall adopt with the budget a finding concerning the objections in the petition and testimony presented. Following the aforementioned hearing, the proper officers of **Vigo County Council** will meet to adopt the following budget:

Public Hearing Date	Tuesday, September 10, 2019
Public Hearing Time	6:00 PM
Public Hearing Location	COUNCIL CHAMBERS 127 OAK ST TERRE HAUTE IN

Adoption Meeting Date	Thursday, October 03, 2019
Adoption Meeting Time	6:00 PM
Adoption Meeting Location	COUNCIL CHAMBERS 127 OAK ST TERRE HAUTE IN

Estimated Civil Max Levy	\$2,123,577
Property Tax Cap Credit Estimate	\$211,261

1 Fund Name	2 Budget Estimate	3 Maximum Estimated Funds to be Raised (including appeals and levies exempt from maximum levy limitations)	4 Excessive Levy Appeals	5 Current Tax Levy	6 Levy Percentage Difference (Column 3 / Column 5)
8603-SPECIAL FIRE GENERAL	\$2,588,850	\$2,123,577	\$0	\$2,051,163	3.53%
8691-SPECIAL CUM FIRE	\$435,000	\$269,549	\$0	\$269,549	0.00%
Totals	\$3,023,850	\$2,393,126	\$0	\$2,320,712	

NOTICE TO TAXPAYERS

The Notice to Taxpayers is available online at www.budgetnotices.in.gov or by calling (888) 739-9826.

Complete details of budget estimates by fund and/or department may be seen by visiting the office of this unit of government at **New Goshen Fire Station 9113 US Hwy 150 New Goshen IN.**

Notice is hereby given to taxpayers of **NEW GOSHEN FIRE PROTECTION DISTRICT, Vigo County, Indiana** that the proper officers of **NEW GOSHEN FIRE PROTECTION DISTRICT** will conduct a public hearing on the year **2020** budget. Following this meeting, any ten or more taxpayers may object to a budget, tax rate, or tax levy by filing an objection petition with the proper officers of **NEW GOSHEN FIRE PROTECTION DISTRICT** not more than seven days after the hearing. The objection petition must identify the provisions of the budget, tax rate, or tax levy to which taxpayers object. If a petition is filed, **NEW GOSHEN FIRE PROTECTION DISTRICT** shall adopt with the budget a finding concerning the objections in the petition and testimony presented. Following the aforementioned hearing, the proper officers of **NEW GOSHEN FIRE PROTECTION DISTRICT** will meet to adopt the following budget:

Public Hearing Date	Tuesday, September 10, 2019
Public Hearing Time	6:00 PM
Public Hearing Location	Council Chambers 127 Oak Street Terre Haute IN

Adoption Meeting Date	Thursday, October 03, 2019
Adoption Meeting Time	6:00 PM
Adoption Meeting Location	Council Chambers 127 Oak Street Terre Haute IN

Estimated Civil Max Levy	\$124,846
Property Tax Cap Credit Estimate	\$531

1 Fund Name	2 Budget Estimate	3 Maximum Estimated Funds to be Raised (including appeals and levies exempt from maximum levy limitations)	4 Excessive Levy Appeals	5 Current Tax Levy	6 Levy Percentage Difference (Column 3 / Column 5)
8603-SPECIAL FIRE GENERAL	\$150,000	\$124,846	\$0	\$120,538	3.57%
8691-SPECIAL CUM FIRE	\$50,000	\$50,982	\$0	\$50,982	0.00%
Totals	\$200,000	\$175,828	\$0	\$171,520	

NOTICE TO TAXPAYERS

The Notice to Taxpayers is available online at www.budgetnotices.in.gov or by calling (888) 739-9826.

Complete details of budget estimates by fund and/or department may be seen by visiting the office of this unit of government at **2299 NORTH MAIN ST TERRE HAUTE IN.**

Notice is hereby given to taxpayers of **LOST CREEK FIRE PROTECTION DISTRICT, Vigo County, Indiana** that the proper officers of **Vigo County Council** will conduct a public hearing on the year **2020** budget. Following this meeting, any ten or more taxpayers may object to a budget, tax rate, or tax levy by filing an objection petition with the proper officers of **Vigo County Council** not more than seven days after the hearing. The objection petition must identify the provisions of the budget, tax rate, or tax levy to which taxpayers object. If a petition is filed, **Vigo County Council** shall adopt with the budget a finding concerning the objections in the petition and testimony presented. Following the aforementioned hearing, the proper officers of **Vigo County Council** will meet to adopt the following budget:

Public Hearing Date	Tuesday, September 10, 2019	Adoption Meeting Date	Thursday, October 03, 2019
Public Hearing Time	6:00 PM	Adoption Meeting Time	6:00 PM
Public Hearing Location	COUNCIL CHAMBERS 127 OAK ST TERRE HAUTE IN	Adoption Meeting Location	COUNCIL CHAMBERS 127 OAK ST TERRE HAUTE IN
Estimated Civil Max Levy	\$128,919		
Property Tax Cap Credit Estimate	\$8,274		

1 Fund Name	2 Budget Estimate	3 Maximum Estimated Funds to be Raised (including appeals and levies exempt from maximum levy limitations)	4 Excessive Levy Appeals	5 Current Tax Levy	6 Levy Percentage Difference (Column 3 / Column 5)
8603-SPECIAL FIRE GENERAL	\$204,400	\$128,919	\$0	\$124,518	3.53%
Totals	\$204,400	\$128,919	\$0	\$124,518	

NOTICE TO TAXPAYERS

The **Notice to Taxpayers** is available online at www.budgetnotices.in.gov or by calling (888) 739-9826.

Complete details of budget estimates by fund and/or department may be seen by visiting the office of this unit of government at **1925 WABASH TERRE HAUTE IN.**

Notice is hereby given to taxpayers of **PRAIRIETON FIRE PROTECTION DISTRICT, Vigo County, Indiana** that the proper officers of **PRAIRIETON FIRE PROTECTION DISTRICT** will conduct a public hearing on the year **2020** budget. Following this meeting, any ten or more taxpayers may object to a budget, tax rate, or tax levy by filing an objection petition with the proper officers of **PRAIRIETON FIRE PROTECTION DISTRICT** not more than seven days after the hearing. The objection petition must identify the provisions of the budget, tax rate, or tax levy to which taxpayers object. If a petition is filed, **PRAIRIETON FIRE PROTECTION DISTRICT** shall adopt with the budget a finding concerning the objections in the petition and testimony presented. Following the aforementioned hearing, the proper officers of **PRAIRIETON FIRE PROTECTION DISTRICT** will meet to adopt the following budget:

Public Hearing Date	Tuesday, September 10, 2019	Adoption Meeting Date	Thursday, October 03, 2019
Public Hearing Time	6:00 PM	Adoption Meeting Time	6:00 PM
Public Hearing Location	COUNCIL CHAMBERS 127 OAK ST TERRE HAUTE IN	Adoption Meeting Location	COUNCIL CHAMBERS 127 OAK ST TERRE HAUTE IN
Estimated Civil Max Levy	\$264,130		
Property Tax Cap Credit Estimate	\$11,347		

1 Fund Name	2 Budget Estimate	3 Maximum Estimated Funds to be Raised (including appeals and levies exempt from maximum levy limitations)	4 Excessive Levy Appeals	5 Current Tax Levy	6 Levy Percentage Difference (Column 3 / Column 5)
8603-SPECIAL FIRE GENERAL	\$287,000	\$264,130	\$0	\$255,102	3.54%
8691-SPECIAL CUM FIRE	\$31,000	\$31,813	\$0	\$31,813	0.00%
Totals	\$318,000	\$295,943	\$0	\$286,915	

NOTICE TO TAXPAYERS

The Notice to Taxpayers is available online at www.budgetnotices.in.gov or by calling (888) 739-9826.

Complete details of budget estimates by fund and/or department may be seen by visiting the office of this unit of government at **1925 WABASH AVE TERRE HAUTE IN.**

Notice is hereby given to taxpayers of **RILEY FIRE PROTECTION DISTRICT, Vigo County, Indiana** that the proper officers of **RILEY FIRE PROTECTION DISTRICT** will conduct a public hearing on the year **2020** budget. Following this meeting, any ten or more taxpayers may object to a budget, tax rate, or tax levy by filing an objection petition with the proper officers of **RILEY FIRE PROTECTION DISTRICT** not more than seven days after the hearing. The objection petition must identify the provisions of the budget, tax rate, or tax levy to which taxpayers object. If a petition is filed, **RILEY FIRE PROTECTION DISTRICT** shall adopt with the budget a finding concerning the objections in the petition and testimony presented. Following the aforementioned hearing, the proper officers of **RILEY FIRE PROTECTION DISTRICT** will meet to adopt the following budget:

Public Hearing Date	Tuesday, September 10, 2019
Public Hearing Time	6:00 PM
Public Hearing Location	COUNCIL CHAMBERS 127 OAK ST TERRE HAUTE IN

Adoption Meeting Date	Thursday, October 03, 2019
Adoption Meeting Time	6:00 PM
Adoption Meeting Location	COUNCIL CHAMBERS 127 OAK ST TERRE HAUTE IN

Estimated Civil Max Levy	\$414,676
Property Tax Cap Credit Estimate	\$50,257

1 Fund Name	2 Budget Estimate	3 Maximum Estimated Funds to be Raised (including appeals and levies exempt from maximum levy limitations)	4 Excessive Levy Appeals	5 Current Tax Levy	6 Levy Percentage Difference (Column 3 / Column 5)
8603-SPECIAL FIRE GENERAL	\$450,800	\$414,676	\$0	\$400,577	3.52%
8684-SPECIAL FIRE DEBT	\$74,456	\$70,600	\$0	\$54,714	29.03%
8691-SPECIAL CUM FIRE	\$30,000	\$50,935	\$0	\$50,935	0.00%
Totals	\$555,256	\$536,211	\$0	\$506,226	

NOTICE TO TAXPAYERS

The Notice to Taxpayers is available online at www.budgetnotices.in.gov or by calling (888) 739-9826.

Complete details of budget estimates by fund and/or department may be seen by visiting the office of this unit of government at **1650 GANNON ROAD WEST TERRE HAUTE IN.**

Notice is hereby given to taxpayers of **SUGAR CREEK TOWNSHIP FIRE DISTRICT, Vigo County, Indiana** that the proper officers of **SUGAR CREEK TOWNSHIP FIRE DISTRICT** will conduct a public hearing on the year **2020** budget. Following this meeting, any ten or more taxpayers may object to a budget, tax rate, or tax levy by filing an objection petition with the proper officers of **SUGAR CREEK TOWNSHIP FIRE DISTRICT** not more than seven days after the hearing. The objection petition must identify the provisions of the budget, tax rate, or tax levy to which taxpayers object. If a petition is filed, **SUGAR CREEK TOWNSHIP FIRE DISTRICT** shall adopt with the budget a finding concerning the objections in the petition and testimony presented. Following the aforementioned hearing, the proper officers of **SUGAR CREEK TOWNSHIP FIRE DISTRICT** will meet to adopt the following budget:

Public Hearing Date	Tuesday, September 10, 2019
Public Hearing Time	6:00 PM
Public Hearing Location	COUNCIL CHAMBERS 127 OAK ST TERRE HAUTE IN

Adoption Meeting Date	Thursday, October 03, 2019
Adoption Meeting Time	6:00 PM
Adoption Meeting Location	COUNCIL CHAMBERS 127 OAK ST TERRE HAUTE IN

Estimated Civil Max Levy	\$436,882
Property Tax Cap Credit Estimate	\$38,397

1 Fund Name	2 Budget Estimate	3 Maximum Estimated Funds to be Raised (including appeals and levies exempt from maximum levy limitations)	4 Excessive Levy Appeals	5 Current Tax Levy	6 Levy Percentage Difference (Column 3 / Column 5)
8603-SPECIAL FIRE GENERAL	\$460,000	\$436,882	\$0	\$421,918	3.55%
8684-SPECIAL FIRE DEBT	\$99,914	\$78,494	\$0	\$90,988	-13.73%
8691-SPECIAL CUM FIRE	\$60,000	\$57,729	\$0	\$57,729	0.00%
Totals	\$619,914	\$573,105	\$0	\$570,635	

NOTICE TO TAXPAYERS

The Notice to Taxpayers is available online at www.budgetnotices.in.gov or by calling (888) 739-9826.

Complete details of budget estimates by fund and/or department may be seen by visiting the office of this unit of government at **Vigo County Auditor's Office**.

Notice is hereby given to taxpayers of **VIGO COUNTY**, Indiana that the proper officers of **Vigo County** will conduct a public hearing on the year **2020** budget. Following this meeting, any ten or more taxpayers may object to a budget, tax rate, or tax levy by filing an objection petition with the proper officers of **Vigo County** not more than seven days after the hearing. The objection petition must identify the provisions of the budget, tax rate, or tax levy to which taxpayers object. If a petition is filed, **Vigo County** shall adopt with the budget a finding concerning the objections in the petition and testimony presented. Following the aforementioned hearing, the proper officers of **Vigo County** will meet to adopt the following budget:

Public Hearing Date	Tuesday, September 10, 2019	Adoption Meeting Date	Thursday, October 03, 2019
Public Hearing Time	6:00 PM	Adoption Meeting Time	6:00 PM
Public Hearing Location	Council Chambers, 127 Oak Street, Terre Haute, IN 47807	Adoption Meeting Location	Council Chambers, 127 Oak Street, Terre Haute, IN 47807
Estimated Civil Max Levy	\$34,795,329		
Property Tax Cap Credit Estimate	\$7,994,053		

1 Fund Name	2 Budget Estimate	3 Maximum Estimated Funds to be Raised (Including appeals and levies exempt from maximum levy limitations)	4 Excessive Levy Appeals	5 Current Tax Levy	6 Levy Percentage Difference (Column 3 / Column 5)
0005-CASINO/RIVERBOAT	\$250,000	\$0	\$0	\$0	
0061-RAINY DAY	\$480,000	\$0	\$0	\$0	
0101-GENERAL	\$40,802,424	\$29,813,446	\$0	\$26,936,112	10.68%
0124-2015 REASSESSMENT	\$931,182	\$1,000,000	\$0	\$869,298	15.04%
0581-COURT HOUSE BOND	\$205,000	\$210,000	\$0	\$202,162	3.88%
0702-HIGHWAY	\$6,126,144	\$0	\$0	\$0	
0706-LOCAL ROAD & STREET	\$810,720	\$0	\$0	\$0	
0790-CUMULATIVE BRIDGE	\$908,983	\$1,100,000	\$0	\$1,018,898	7.96%
0801-HEALTH	\$1,989,807	\$1,845,358	\$0	\$1,609,212	14.67%
1136-CRIME CONTROL	\$0	\$0	\$0	\$0	
1156-EMERGENCY TELEPHONE SYSTEM	\$405,620	\$0	\$0	\$0	

1186-JAIL BOND	\$0	\$0	\$0	\$262,811	-100.00%
1301-PARK & RECREATION	\$1,412,521	\$1,633,723	\$0	\$1,390,877	17.46%
1310-PARK NONREVERTING - CAPITAL	\$30,000	\$0	\$0	\$0	
2391-CUMULATIVE CAPITAL DEVELOPMENT	\$487,500	\$620,000	\$0	\$598,401	3.61%
2411-ECONOMIC DEV INCOME TAX CEDIT	\$7,544,100	\$0	\$0	\$0	
9502-Drug Court User Fee	\$130,072	\$0	\$0	\$0	
9504-Plat Book	\$66,400	\$0	\$0	\$0	
9505-Clerk's Records Perpetuation	\$40,430	\$0	\$0	\$0	
9506-Clerk Title IV-D	\$66,241	\$0	\$0	\$0	
9507-Local Health Maintenance	\$89,000	\$0	\$0	\$0	
9508-Infraction Deferral	\$135,150	\$0	\$0	\$0	
9510-Seized Assets/Drug Task Force	\$57,200	\$0	\$0	\$0	
9511-Sales Disclosure - County Share	\$34,700	\$0	\$0	\$0	
9512-Supplemental Public Defender	\$40,000	\$0	\$0	\$0	
9513-Supplemental Juvenile Probation Svcs	\$9,750	\$0	\$0	\$0	
9514-Surveyor's Corner Perpetuation	\$17,750	\$0	\$0	\$0	
9515-Sheriff Sale Administration	\$18,809	\$0	\$0	\$0	
9516-Supplemental Adult Probation Svcs	\$138,833	\$0	\$0	\$0	
9519-Identification Security Protection	\$31,400	\$0	\$0	\$0	

9520-Recorder's Records Perpetuation	\$97,723	\$0	\$0	\$0
9521-Park Non-Reverting Operating	\$239,839	\$0	\$0	\$0
9522-Engineering	\$362,988	\$0	\$0	\$0
9523-Emergency Planning Right to Know	\$31,500	\$0	\$0	\$0
9525-County Elected Officials Training	\$12,000	\$0	\$0	\$0
9527-Co Auditor Ineligible Deducts	\$20,000	\$0	\$0	\$0
9528-CASA	\$1,000	\$0	\$0	\$0
9532-Health Donation	\$25,000	\$0	\$0	\$0
9533-LHD Trust 9101	\$63,401	\$0	\$0	\$0
9535-Health Immunization Grant	\$75,407	\$0	\$0	\$0
9541-Adult Probation. DOC Grant	\$61,500	\$0	\$0	\$0
9543-Local Road Matching Grant / Community Crossings	\$0	\$0	\$0	\$0
9550-LIT - Dedicated to PSAP	\$1,560,908	\$0	\$0	\$0
9551-LIT - Special Purpose	\$0	\$0	\$0	\$0
9552-LIT - Public Safety	\$1,800,000	\$0	\$0	\$0
Totals	\$67,611,002	\$36,222,527	\$0	\$32,887,771

RESOLUTION NO. 2019 - 16

A Resolution of the Vigo County Council
Designating an Area Within
Vigo County, Indiana as an Economic Revitalization Area
for the Purpose of a Real Property Tax Abatement

WHEREAS, Midwest Investments, LLC petitions for 8 year real property tax abatement with the Vigo County Council (hereinafter "Council") requesting that the property described therein be designated as Economic Revitalization Area for the purposes of real property tax abatement; and

WHEREAS, Midwest Investments, LLC (hereinafter the "petitioner"), has submitted a Statement of Benefits and provided all information and documentation necessary for the Council to make an informed decision, said information includes a description of the real property on which the project will be located a copy of which is attached hereto as Exhibit A (the "subject property").

WHEREAS, Petitioner has represented and presented evidence that in connection with the project, Petitioner will retain 7 full time and 3 part time employees with an annual payroll of approximately \$358,000.00 and create approximately 3 new permanent full-time jobs with a total annual payroll for those 3 new permanent full-time jobs of approximately \$120,000.00. Petitioner has further represented and presented evidence that the cost of this project will be approximately \$178,000.00 for acquisition of personal property and \$547,000.00 for real property improvements.

WHEREAS, the Council is authorized under the provisions of I.C. 6-1.1-12.1-1 et. seq. to designate the areas of the County as economic revitalization areas for the purpose of tax abatement; and

WHEREAS, the Council has considered the petition and Statement of Benefits and has conducted a complete and proper investigation of the subject property and neighborhood to determine that the area qualifies as an economic revitalization area under Indiana statute; and

WHEREAS, the Council has found the subject property to be an area where facilities that are technologically, economically, or energy obsolete are located and where the obsolescence may lead to a decline in employment and tax revenues and has become undesirable for or impossible of normal development and occupancy because of a lack of development, cessation of growth, deterioration of improvements, character of occupancy, age, obsolescence, substandard buildings and other factors which prevent normal development or use;

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

1. The Petitioner's estimate of the value of the redevelopment and rehabilitation and the project to be constructed on the subject real property is reasonable for projects of that nature in order to maintain, expand, update, and improve opportunities and capacity for manufacturing.

2. The Petitioner's estimate of the number of individuals who will be employed and retained, and the benefits thereby, can reasonably be expected to result from the project and the redevelopment and rehabilitation.

3. The Petitioner's estimate of the annual salaries or wages of the individuals who will be employed and retained, and the benefit thereby, can reasonably be expected to result from the project and the redevelopment and rehabilitation.

4. That the other can be expected to result from the project and the redevelopment and rehabilitation.

5. The totality of the benefits of the proposed redevelopment and rehabilitation can reasonably be expected to result from the project and are sufficient to justify an 8 year real property tax deduction from assessed valuation under Indiana statutes, in accord with the attached Deduction Schedule and each such deduction should be, and they are hereby, allowed.

6. That the Council has considered the Petitioner's total investment in real and personal property, the number of new full-time equivalent jobs created by the project, and average wage of the new employees compared to the State minimum wage and the infrastructure requirements for Petitioner's investment and, based on such factors, has determined that the petition for designating the subject property as an economic revitalization area for the purposes of an 8 year real property tax abatement and the Statement of Benefits is hereby approved and the subject property is hereby designated as an Economic Revitalization Area pursuant to I.C. 6-1.1-12.1-1 et seq., and Petitioner is entitled to the 8 year real property tax abatement provided therein for the proposed redevelopment and rehabilitation in accord with the Abatement Schedule attached as Exhibit B, prepared from Hoosier Energy's Tax Abatement Estimator developed with the assistance of Baker Tilly Municipal Advisors, LLC.

7. That notice hereof should be published according to law stating the adoption and substance hereof, that a copy of the description of the affected area is available for inspection in the County Assessor's Office and stating a date on which the Council will hear and receive remonstrances and objections and take final action, and copies thereof delivered to all affected taxing units, all as required by law.

8. This Resolution is supplementary to and in addition to any prior resolutions.

PASSED in open Council this ____ day of _____, 2019.

Aaron Loudermilk

James R. Mann, II

Mike Morris

Vicki Weger

David Thompson

Chris Switzer

Lisa Spence-Bunnett

This instrument prepared by Jeffry A. Lind, LIND LAW FIRM, 400 Ohio Street, Terre Haute,
IN 47807; (812) 234-5463

EXHIBIT A

Real Property Tax Abatement
Midwest Investments, LLC
Real Estate Description:

Parcel Numbers:

84-09-34-100-008.000-004

Part of the North Half of the Northeast Quarter of the Northwest Quarter of Section Thirty-four (34), Township Eleven (11) North, Range Nine (9) West, Honey Creek Township, Vigo County, Indiana, more particularly described as follows:

Commencing at a 1" iron pin at the Northeast Corner of the Northwest Quarter of Section 34, being the Point of Beginning; thence along the East Line of the Northwest Quarter of said section, South 00 degrees 20 minutes 44 seconds West, 661.04 feet to a 5/8 inch rebar with cap stamped 29600015; thence along the South Line of the North Half of the Northeast Quarter of the Northwest Quarter of said section, South 89 degrees 56 minutes 54 seconds West, 1327.92 feet to a 5/8 inch rebar with cap stamped 29600015; thence along the West Line of the Northeast Quarter of the Northwest Quarter of said section, North 00 degrees 13 minutes 16 seconds East, 662.23 feet to a 1 inch iron pin at the Northwest Corner of the Northeast Quarter of the Northwest Quarter of said section; thence along the North Line of Section 34, South 90 degrees 00 minutes 00 seconds East, 706.67 feet to a 5/8 inch rebar with cap stamped 29600015; thence South 00 degrees 00 minutes 00 seconds East, 237.63 feet to a 5/8 inch rebar with cap stamped 29600015, thence South 90 degrees 00 minutes 00 seconds East, 284.62 feet to a 5/8 inch rebar with cap stamped 29600015; thence North 00 degrees 00 minutes 00 seconds East, 237.63 feet to a 5/8 inch rebar with cap stamped 29600015 on the North Line of said section; thence along the North Line of said section, South 90 degrees 00 minutes 00 seconds East, 338.07 feet to the Point of Beginning, containing 18.65 acres, more or less.

Personal Property Tax Abatement Resolutions
Midwest Investments, LLC

Abatement Schedule

<u>YEAR OF DEDUCTION</u>	<u>ABATEMENT %</u>	<u>Estimated Taxes With Abatemen t</u>	<u>Est. Taxes Abated</u>	<u>Est. Taxes Without Abatement</u>
1 st	100%	\$0	\$11,327	\$11,327
2 nd	88%	\$1,359	\$9,968	\$11,327
3 rd	77%	\$2,605	\$8,722	\$11,327
4 th	63%	\$4,191	\$7,136	\$11,327
5 th	50%	\$5,663	\$5,664	\$11,327
6 th	38%	\$7,023	\$4,304	\$11,327
7 th	25%	\$8,495	\$2,832	\$11,327
8 th	13%	\$9,854	\$1,473	\$11,327
Total		\$39,190	\$51,426	\$90,616

RESOLUTION NO. 2019 - 17

A Resolution of the Vigo County Council
Designating an Area Within
Vigo County, Indiana as an Economic Revitalization Area
for the Purpose of a Personal Property Tax Abatement

WHEREAS, D&D Automation, Inc. Petition for 8 year personal property tax abatement with the Vigo County Council (hereinafter "Council") requesting that the property described therein be designated as Economic Revitalization Area for the purposes of personal property tax abatement; and

WHEREAS, D&D Automation, Inc. (hereinafter the "petitioner"), has submitted a Statement of Benefits and provided all information and documentation necessary for the Council to make an informed decision, said information includes a description of the real property on which the project will be located a copy of which is attached hereto as Exhibit A (the "subject property") and the personal property to be abated.

WHEREAS, petitioner has represented and presented evidence that in connection with the project, Petitioner will retain 7 full time and 3 part time employees with an annual payroll of approximately \$358,000.00 and create approximately 3 new permanent full-time jobs with a total annual payroll for those 3 new permanent full-time jobs of approximately \$120,000.00. Petitioner has further represented and presented evidence that the cost of this project will be approximately \$178,000.00 for acquisition of personal property and \$547,000.00 for real property improvements.

WHEREAS, the Council is authorized under the provisions of I.C. 6-1.1-12.1-1 et. seq. to designate the areas of the County as economic revitalization areas for the purpose of tax abatement; and

WHEREAS, the Council has considered the petition and Statement of Benefits and has conducted a complete and proper investigation of the subject property and neighborhood to determine that the area qualifies as an economic revitalization area under Indiana statute; and

WHEREAS, the Council has found the subject property to be located in an area where facilities that are technologically, economically, or energy obsolete are located and where the obsolescence may lead to a decline in employment and tax revenues and has become undesirable for or impossible of normal development and occupancy because of a lack of development, cessation of growth, deterioration of improvements, character of occupancy, age, obsolescence, substandard buildings and other factors which prevent normal development or use;

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

1. The petitioner's estimate of the cost of new manufacturing equipment is reasonable for manufacturing equipment of that type in view of current technologies.
2. The petitioner's estimate of the number of individuals who will be employed and retained, and the benefits thereby, can reasonably be expected to result from the project and installation of new manufacturing equipment.
3. The petitioner's estimate of the annual salaries or wages of the individuals who will be employed and retained, and the benefit thereby, can reasonably be expected to result from the project and the installation of new manufacturing equipment.
4. That the benefits can reasonably be expected to result from the installation of the new manufacturing equipment.
5. Based upon: (1) the Petitioner's total involvement in real and personal property; (2) the number of new full-time equivalent jobs created or retained; (3) the average wage of the new employees compared to the State minimum wage; and (4) the infrastructure requirements for Petitioner's investment and the totality of the benefits of the proposed project and installation of the new manufacturing equipment are sufficient to justify the personal property tax abatement over a 8 year deduction period, in accord with the attached Deduction Schedule and each such deduction should be, and they are hereby, allowed in accord with the attached Abatement Schedule, prepared from Hoosier Energy's Tax Abatement Estimator developed with the assistance of Baker Tilly Municipal Advisors, LLC using the cost dollar amount.
6. That the Council has considered the Petitioner's total investment in real and personal property, the number of new full-time equivalent jobs created by the project, and average wage of the new employees compared to the State minimum wage and the infrastructure requirements for Petitioner's investment and, based on such factors, has determined that the petition for designating the subject property as an economic revitalization area for the purposes of 8 year personal property tax abatement and the Statement of Benefits is hereby approved and the subject property is hereby designated as an Economic Revitalization Area pursuant to I.C. 6-1.1-12.1-1 et seq., and Petitioner is entitled to the 8 year personal property tax abatement provided therein for the proposed project in accord with the Abatement Schedule attached as Exhibit B, prepared from Hoosier Energy's Tax Abatement Estimator developed with the assistance of Baker Tilly Municipal Advisors, LLC.
7. That notice hereof should be published according to law stating the adoption and substance hereof, that a copy of the description of the affected area is available for inspection in the County Assessor's Office and stating a date on which the Council will hear and receive remonstrances and objections and take final action, and copies thereof delivered to all affected taxing units, all as required by law.
8. This Resolution is supplementary to and in addition to any prior resolutions.

PASSED in open Council this ____ day of _____, 2019.

Aaron Loudermilk

James R. Mann, II

Mike Morris

Vicki Weger

David Thompson

Chris Switzer

Lisa Spence-Bunnett

This instrument prepared by Jeffry A. Lind, LIND LAW FIRM, 400 Ohio Street, Terre Haute,
IN 47807; (812) 234-5463

EXHIBIT A

Personal Property Tax Abatement
D&D Automation, Inc.
Real Estate Description:

Parcel Numbers:

84-09-34-100-008.000-004

Part of the North Half of the Northeast Quarter of the Northwest Quarter of Section Thirty-four (34), Township Eleven (11) North, Range Nine (9) West, Honey Creek Township, Vigo County, Indiana, more particularly described as follows:

Commencing at a 1" iron pin at the Northeast Corner of the Northwest Quarter of Section 34, being the Point of Beginning; thence along the East Line of the Northwest Quarter of said section, South 00 degrees 20 minutes 44 seconds West, 661.04 feet to a 5/8 inch rebar with cap stamped 29600015; thence along the South Line of the North Half of the Northeast Quarter of the Northwest Quarter of said section, South 89 degrees 56 minutes 54 seconds West, 1327.92 feet to a 5/8 inch rebar with cap stamped 29600015; thence along the West Line of the Northeast Quarter of the Northwest Quarter of said section, North 00 degrees 13 minutes 16 seconds East, 662.23 feet to a 1 inch iron pin at the Northwest Corner of the Northeast Quarter of the Northwest Quarter of said section; thence along the North Line of Section 34, South 90 degrees 00 minutes 00 seconds East, 706.67 feet to a 5/8 inch rebar with cap stamped 29600015; thence South 00 degrees 00 minutes 00 seconds East, 237.63 feet to a 5/8 inch rebar with cap stamped 29600015, thence South 90 degrees 00 minutes 00 seconds East, 284.62 feet to a 5/8 inch rebar with cap stamped 29600015; thence North 00 degrees 00 minutes 00 seconds East, 237.63 feet to a 5/8 inch rebar with cap stamped 29600015 on the North Line of said section; thence along the North Line of said section, South 90 degrees 00 minutes 00 seconds East, 338.07 feet to the Point of Beginning, containing 18.65 acres, more or less.

ADDITIONAL APPROPRIATION ORDINANCE 2019-27

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 Sheriff E-Share Asset 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>Sheriff</u>	<u>ADVERTISED</u>	<u>APPROPRIATED</u>
E-Share Asset Fund		
44460 Vehicles	\$27,890	
TOTAL	\$27,890	\$27,890

Approved on this 10th day of September, 2019.

Aye <input type="checkbox"/>	Absent <input type="checkbox"/>	
Nay <input type="checkbox"/>	Abstain <input type="checkbox"/>	
Lisa Spence - Bunnett		
<hr/>		
Aye <input type="checkbox"/>	Absent <input type="checkbox"/>	
Nay <input type="checkbox"/>	Abstain <input type="checkbox"/>	
Chris Switzer		
<hr/>		
Aye <input type="checkbox"/>	Absent <input type="checkbox"/>	
Nay <input type="checkbox"/>	Abstain <input type="checkbox"/>	
David Thompson		
<hr/>		
Aye <input type="checkbox"/>	Absent <input type="checkbox"/>	
Nay <input type="checkbox"/>	Abstain <input type="checkbox"/>	
Vicki Weger		
<hr/>		
Aye <input type="checkbox"/>	Absent <input type="checkbox"/>	
Nay <input type="checkbox"/>	Abstain <input type="checkbox"/>	
Mike Morris		
<hr/>		
Aye <input type="checkbox"/>	Absent <input type="checkbox"/>	
Nay <input type="checkbox"/>	Abstain <input type="checkbox"/>	
James R. Mann II		
<hr/>		
Aye <input type="checkbox"/>	Absent <input type="checkbox"/>	
Nay <input type="checkbox"/>	Abstain <input type="checkbox"/>	
Aaron Loudermilk, President		
<hr/>		

Attest:

James W. Bramble
Vigo County Auditor

ADDITIONAL APPROPRIATION ORDINANCE 2019-28

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 E-911 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>ADVERTISED</u>	<u>APPROPRIATED</u>
<u>E-911 Fund</u>			
33300	Contractual Services	\$23,562	
TOTAL		\$23,562	\$23,562

Approved on this 10th day of September, 2019.

<div style="display: flex; justify-content: space-between;"><div>Aye <input type="checkbox"/></div><div>Absent <input type="checkbox"/></div></div> <div style="display: flex; justify-content: space-between;"><div>Nay <input type="checkbox"/></div><div>Abstain <input type="checkbox"/></div></div>	<div style="display: flex; justify-content: space-between;"><div></div><div>Lisa Spence - Bunnett</div><div>_____</div></div>
<div style="display: flex; justify-content: space-between;"><div>Aye <input type="checkbox"/></div><div>Absent <input type="checkbox"/></div></div> <div style="display: flex; justify-content: space-between;"><div>Nay <input type="checkbox"/></div><div>Abstain <input type="checkbox"/></div></div>	<div style="display: flex; justify-content: space-between;"><div></div><div>Chris Switzer</div><div>_____</div></div>
<div style="display: flex; justify-content: space-between;"><div>Aye <input type="checkbox"/></div><div>Absent <input type="checkbox"/></div></div> <div style="display: flex; justify-content: space-between;"><div>Nay <input type="checkbox"/></div><div>Abstain <input type="checkbox"/></div></div>	<div style="display: flex; justify-content: space-between;"><div></div><div>David Thompson</div><div>_____</div></div>
<div style="display: flex; justify-content: space-between;"><div>Aye <input type="checkbox"/></div><div>Absent <input type="checkbox"/></div></div> <div style="display: flex; justify-content: space-between;"><div>Nay <input type="checkbox"/></div><div>Abstain <input type="checkbox"/></div></div>	<div style="display: flex; justify-content: space-between;"><div></div><div>Vicki Weger</div><div>_____</div></div>
<div style="display: flex; justify-content: space-between;"><div>Aye <input type="checkbox"/></div><div>Absent <input type="checkbox"/></div></div> <div style="display: flex; justify-content: space-between;"><div>Nay <input type="checkbox"/></div><div>Abstain <input type="checkbox"/></div></div>	<div style="display: flex; justify-content: space-between;"><div></div><div>Mike Morris</div><div>_____</div></div>
<div style="display: flex; justify-content: space-between;"><div>Aye <input type="checkbox"/></div><div>Absent <input type="checkbox"/></div></div> <div style="display: flex; justify-content: space-between;"><div>Nay <input type="checkbox"/></div><div>Abstain <input type="checkbox"/></div></div>	<div style="display: flex; justify-content: space-between;"><div></div><div>James R. Mann II</div><div>_____</div></div>
<div style="display: flex; justify-content: space-between;"><div>Aye <input type="checkbox"/></div><div>Absent <input type="checkbox"/></div></div> <div style="display: flex; justify-content: space-between;"><div>Nay <input type="checkbox"/></div><div>Abstain <input type="checkbox"/></div></div>	<div style="display: flex; justify-content: space-between;"><div></div><div>Aaron Loudermilk, President</div><div>_____</div></div>

Attest:

James W. Bramble
Vigo County Auditor

ADDITIONAL APPROPRIATION ORDINANCE 2019-29

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 LIT Special Purpose 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.

ADVERTISED

APPROPRIATED

LIT- Special Purpose (1114)

44150	Land Acquisition	\$510,380
TOTAL		\$510,380

Approved on this 10th day of September, 2019.

Aye <input type="checkbox"/>	Absent <input type="checkbox"/>	
Nay <input type="checkbox"/>	Abstain <input type="checkbox"/>	Lisa Spence - Bunnett
Aye <input type="checkbox"/>	Absent <input type="checkbox"/>	
Nay <input type="checkbox"/>	Abstain <input type="checkbox"/>	Chris Switzer
Aye <input type="checkbox"/>	Absent <input type="checkbox"/>	
Nay <input type="checkbox"/>	Abstain <input type="checkbox"/>	David Thompson
Aye <input type="checkbox"/>	Absent <input type="checkbox"/>	
Nay <input type="checkbox"/>	Abstain <input type="checkbox"/>	Vicki Weger
Aye <input type="checkbox"/>	Absent <input type="checkbox"/>	
Nay <input type="checkbox"/>	Abstain <input type="checkbox"/>	Mike Morris
Aye <input type="checkbox"/>	Absent <input type="checkbox"/>	
Nay <input type="checkbox"/>	Abstain <input type="checkbox"/>	James R. Mann II
Aye <input type="checkbox"/>	Absent <input type="checkbox"/>	
Nay <input type="checkbox"/>	Abstain <input type="checkbox"/>	Aaron Loudermilk, President

Attest:

James W. Bramble
Vigo County Auditor



John Plasse
Sheriff

Vigo County Sheriff's Office

201 Cherry Street • Terre Haute, Indiana 47807

July 9, 2019

Vigo County Council
C/O Vigo County Auditor
121 Oak St
Terre Haute, In 47807

RE: APPROPRIATION OF E-SHARE FUNDS

County Council/Auditor:

I request an appropriation of \$27,890 from our offices E-Share Asset Fund to 4990.44460.000.0000 Vehicles. The purpose of this appropriation is to fund the purchase of a vehicle for an additional Vigo County Sheriff's Office detective recently assigned to the Vigo County Drug Task Force.

Respectfully,



John Plasse
Sheriff



THE BOARD OF COMMISSIONERS OF VIGO COUNTY

Commissioners

Brendan Kearns, 1st District
Judith A. Anderson, 2nd District
Brad Anderson, 3rd District

650 S. 1st Street
Terre Haute, Indiana 47807
(812) 462-3367
Fax: (812) 234-2409

James Bramble
Vigo County Auditor
121 Oak Street
Terre Haute, IN 47807

Re: Request for Additional Appropriation

Dear Mr. Bramble:

The Commissioners are requesting an additional appropriation of \$510,830 out of LIT Special Purpose to fund the acquisition of 22.21 acres pursuant to a purchase agreement, which is attached hereto.

Sincerely,

Michael J. Wright

FILED
AUG 05 2019

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into this 28th day of May, 2019 (the "Effective Date"), by and between Culp Ventures, LLC, an Indiana limited liability company ("Seller"), and Commissioners of Vigo County, Indiana ("Purchaser"), collectively the "Parties."

WITNESSETH:

WHEREAS, Seller is the owner of the unimproved 22.21 acres ("Lot 1") which is part of real estate located in Terre Haute, Vigo County, Indiana carrying Vigo County Parcel No. 08-09-05-276-001.000-005 (the "Parcel") which Parcel is the subject of a pending request for subdivision into five (5) lots to be known as *Honey Creek Park West Subdivision*—with Lot 1 being one of such five lots;

WHEREAS, Lot 1 has not been assigned a street address but is more particularly described as Lot 1 of Honey Creek Park West Subdivision in attached Exhibit A; and

WHEREAS, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, Lot 1 on the terms and conditions set forth herein--

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

ARTICLE I DEFINITIONS & CONSTRUCTION

1.01 Definitions. For purposes of this Agreement, each of the following terms, when used with an initial capital letter, shall have the meaning given to it in this article:

(i) "Business Days" means Monday through Friday, excluding holidays on which national banking associations in Terre Haute, Indiana are authorized to be closed.

(ii) "Closing" means the closing and consummation of the purchase and sale of the Land pursuant to this Agreement.

(iii) "Closing Date" has the meaning ascribed to such term in Section 7.01 of this Agreement.

(iv) "Earnest Money" means the deposit paid by Purchaser as set forth in Section 2.02.

(v) "Hazardous Substances" means all hazardous or toxic substances, wastes, materials, pollutants or contaminants that are regulated under Legal Requirements pertaining to the environment.

(vi) "Inspection Period" has the meaning ascribed to it in Section 3.03(a) below.

(vii) "Land" means Lot 1.

(viii) "Legal Requirements" means all applicable governmental laws, statutes, codes, ordinances, rules, regulations, orders, judgments and decrees.

(ix) "Lot 1" has the meaning ascribed to it in the first recital above.

(x) "Owner's Title Policy" means an owner's title insurance policy issued by the Title Company that insures Purchaser is the owner of the Land, subject to the Permitted Exceptions, is in the amount of the Purchase Price, and is based on the Title Commitment.

(xi) "Parcel" has the meaning ascribed to it in the first recital above.

(xii) "Parties" means Buyer and Seller.

(xiii) "Payoff Amount" has the meaning ascribed to it in Section 4.01 below.

(xiv) "Permitted Exceptions" means: (A) real property taxes and assessments (general and special, public and private) assessed for 2019 and subsequent years not yet due and payable as of the Closing, including, but not limited to, any lien securing the payment thereof; (C) reservations, exceptions, covenants, conditions, restrictions, agreements, easements, setback lines and other matters of record encumbering the Land or any portion thereof, except for the Prohibited Monetary Liens; (D) matters that are revealed by the April 3, 2019 ALTA survey (the "Survey") of the Land by Caleb L. Towles of Myers Engineering, Inc.; (E) matters arising as a result of the acts or omissions of Purchaser or any of its affiliates, agents, employees, contractors or representatives; and (F) matters disclosed by the Title Commitment. The Permitted Exceptions shall not include any Title & Survey Objections (defined in Section 3.03(a) below) cured by Seller pursuant to Section 3.03(a) prior to Closing.

(xv) "Person" means any natural person, partnership, limited partnership, joint venture, corporation, limited liability company, trust, governmental authority or other entity.

(xvi) "Prohibited Monetary Liens" means all monetary liens, mortgages, deeds of trust and other security interests encumbering the Land that were granted by Seller or are the direct result of the omissions or affirmative acts of Seller, except for (A) the lien for unpaid real estate taxes for the year in which the Closing occurs and subsequent years, and (B) any liens under the Permitted Exceptions that secure amounts first arising after Closing.

(xvii) "Purchaser Closing Conditions" has the meaning ascribed to it in Section 7.03(a) below.

(xviii) "Purchaser Parties" has the meaning ascribed to it in Section 3.02 below.

(xix) "Purchase Price" means FIVE HUNDRED TEN THOUSAND EIGHT HUNDRED THIRTY AND NO/100 DOLLARS (\$510,830.00).

(xx) "Rezoning" has the meaning ascribed to it in Section 3.03(b) below.

(xxi) "Seller Closing Conditions" has the meaning ascribed to it in Section 7.03(b) below.

(xxii) "Submission Items" means the items described on Exhibit B to the extent the same are in Seller's possession or control; provided, the "Submission Items" shall not include any such

item that Seller is prohibited from disclosing under the Legal Requirements or the terms of any confidentiality agreement or other agreement or any attorney work product.

(xxiii) "Survey" has the meaning ascribed to such term in Section 1.01(xii) above.

(xxiv) "Taking" has the meaning ascribed to such term in Section 9.02 below.

(xxv) "Title & Survey Objections" has the meaning ascribed to it in Section 3.03(a) below.

(xxvi) "Title Commitment" means a title commitment for the Owner's Title Policy issued by the Title Company for the Land.

(xxvii) "Title Company" means Chicago Title Insurance Company, by its agent, Wilkinson, Goeller, Modesitt, Wilkinson & Drummy, LLP, 333 Ohio Street, Terre Haute, IN.

(xxviii) "Transaction Documents" means this Agreement and the documents executed by Seller and/or Purchaser at Closing.

1.02 Construction. FOR PURPOSES OF THIS AGREEMENT, TIME SHALL BE CONSIDERED OF THE ESSENCE. The titles, captions and section headings in this Agreement are for convenience only and shall not define, limit or expand the scope of any provision hereof. Seller and Purchaser have agreed to the particular language of this Agreement, and any question regarding its meaning shall not be resolved by any rule providing for interpretation against the party who caused the uncertainty to exist or against the draftsman. In the event any words or phrases in this Agreement are stricken out or otherwise eliminated, whether or not any other words or phrases are added in their place, this Agreement shall be construed as though such words or phrases were never included herein and no inference shall be drawn therefrom. Unless the context indicates otherwise, (i) the terms "hereof", "hereunder" and "herein" refer to this Agreement as a whole, (ii) the singular includes the plural and the masculine gender includes the feminine and neuter and vice versa, and (iii) all references to articles, sections and subsections refer to the articles, sections and subsections of this Agreement. All amounts payable under this Agreement shall be paid in the lawful currency of the United States of America.

ARTICLE II PURCHASE & SALE

2.01 Purchase & Sale. Subject to and in accordance with the terms of this Agreement, Seller agrees to sell the Land to Purchaser and the Purchaser agrees to purchase the Land from Seller.

2.02 Earnest Money. Within two (2) Business Days of the Effective Date, Purchaser shall deposit the sum of Twenty-five Thousand and No/100 Dollars (US \$25,000.00) (the "Earnest Money"), in immediately available funds, with Title Company. The Title Company shall hold and retain the Earnest Money, in trust, and shall disburse the same in accordance with the terms and conditions contained in this Agreement. If the Land is sold to Purchaser pursuant to this Agreement, then the Earnest Money shall be paid to Seller at Closing and applied against the payment of the Purchase Price. If this Agreement is terminated, the Earnest Money shall be disbursed to Seller or Purchaser, as applicable, in accordance with the terms of this Agreement.

2.03 Payment of Purchase Price. At the Closing, Purchaser shall pay Seller the Purchase Price, by wire transfer of immediately available funds to the Title Company—for subsequent disbursement to Seller as Seller may direct; provided, however, Fifty Thousand and 00/100 Dollars of the Purchase Price

shall remain in escrow with the Title Company in a non-interest bearing account until the Title Company receives a joint written direction as to how that \$50,000 is to be divided between the Parties following post-Closing construction of an asphalt roadway within the Easement Strip (as defined in Exhibit A) in light of the agreement of the Parties that Seller shall bear one-third of the expense of such roadway construction—but in no event is Seller's one-third of such expense to exceed \$50,000.00.

ARTICLE III INSPECTION

3.01 Submission Items. Within two (2) Business Days after the Effective Date, Seller shall make the Submission Items available to Purchaser by personal delivery to Purchaser, with copies to Purchaser's attorney. Purchaser acknowledges and agrees that: (x) Seller has not made and is not making any representations or warranties regarding the Submission Items' (y) Purchaser shall have no right to rely on the Submission Items; and (z) Purchaser utilizes the Submission Items at its own risk.

3.02 Entry & Access. During the Inspection Period, Purchaser and its agents, employees, contractors and representatives (collectively, the "Purchaser Parties") shall have the right, after giving Seller at least two (2) Business Days' advance notice, to enter upon the Land for purposes of performing whatever inspections Purchaser desires, but at Purchaser's sole expense; provided Purchaser and the other Purchaser Parties shall not damage the Land. Prior to entering into or upon the Land, Purchaser shall maintain commercial general liability insurance, with a combined single limit for personal injury, death and Land damage of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence and naming Seller as an additional insured covering Purchaser and the other Purchaser Parties. If damage to the Land occurs as a result of Purchaser's exercise of its rights under this section or caused by Purchaser or any of the other Purchaser Parties and Closing does not occur for any reason, within thirty (30) days of the termination of this Agreement Purchaser shall, at its sole cost and expense, promptly repair such damage to the Land. In addition, Purchaser shall indemnify, defend and hold harmless Seller from and against all claims, demands, actions, lawsuits, liabilities, damages, costs and expenses (including, but not limited to, court costs, litigation expenses and reasonable attorneys' fees) arising as a result of any acts, negligence or misconduct of Purchaser or any of the other Purchaser Parties occurring on or about the Land prior to the Closing or any inspections or other activities conducted by or on behalf of Purchaser pursuant to this section, except to the extent the same are directly due to the affirmative negligent act or willful misconduct of Seller or any of its agents, employees, contractors or representatives. Purchaser's obligations under this section shall survive the termination of this Agreement or the Closing, as applicable.

3.03 Contingencies.

(a) Title & Survey. Within ten (10) Business Days after the Effective Date, Seller shall, at Seller's sole cost and expense, furnish Purchaser with a copy of the Title Commitment, together with copies of all documents evidencing exceptions and encumbrances listed therein. Purchaser shall be solely responsible for any endorsements or additional coverages to the Owner's Title Policy. If the Title Commitment or the Survey reveals any matters affecting title to the Land that are unacceptable to Purchaser, Purchaser may object to such matters (such objections being referred to as the "Title & Survey Objections") by giving written notice to Seller no later than the date which is ten (10) Business Days after the date on which the Title Commitment is received by Purchaser—said ten (10) Business Days being the "Inspection Period." Seller may, but shall not be obligated to, endeavor to cure the Title & Survey Objections. In the event Seller does not cure any of the Title & Survey Objections on or before the date the Closing is scheduled to occur, then Purchaser may, as its sole and exclusive remedy, either: (i) terminate this Agreement by giving written notice to Seller prior to Closing; or (ii) waive such Title & Survey Objections and proceed

with the Closing. Notwithstanding the foregoing, if Seller notifies Purchaser, in writing, that it is unable or unwilling to cure any of the Title & Survey Objections, then Purchaser must terminate this Agreement by giving written notice to Seller within seven (7) Business Days thereafter or Purchaser shall be deemed to have waived such Title & Survey Objections and Purchaser shall cease to have the right to terminate this Agreement on account thereof. If this Agreement is terminated pursuant to this section, the Earnest Money shall be refunded to Purchaser.

(b) Rezoning. As soon as practicable after the execution of this Agreement by all the Parties, Seller—at Seller's sole expense--will undertake a good faith effort to rezone the Land to *Zoning Classification "P"* in accord with Legal Requirements of Vigo County Area Plan Commission and City of Terre Haute, Indiana (the "Rezoning"). In the event the Rezoning does not occur by July 19, 2019, then Purchaser may terminate this Agreement by giving written notice to Seller by July 22, 2019--whereupon this Agreement is terminated pursuant to this subsection and the Earnest Money shall be refunded to Purchaser.

(c) Sanitary Sewer. By the expiration of the Inspection Period, Purchaser shall conduct its due diligence and inspections with respect to the Land in order to determine whether the Land can be laterally connected to a relatively nearby gravity sanitary sewer line. If Purchaser determines that the Land cannot be so connected, then Purchaser may, as its sole and exclusive remedy, terminate this Agreement by giving written notice to Seller prior to 5:00 p.m. Eastern Time on the last day of the Inspection Period--whereupon this Agreement is terminated pursuant to this subsection and the Earnest Money shall be refunded to Purchaser.

ARTICLE IV ACTIVITIES AND OPERATIONS PRIOR TO CLOSING

4.01 Monetary Liens. Seller shall cause all Prohibited Monetary Liens to be paid off or released at or prior to Closing. Seller shall be deemed to have complied with its obligations under this section with respect to any Prohibited Monetary Lien if: (i) Seller has obtained a payoff letter from the beneficiary of such Prohibited Monetary Lien setting forth the amount (the "Payoff Amount") that must be paid to release such Prohibited Monetary Lien and Seller tenders the Payoff Amount for such Monetary Lien to Title Company at Closing, or (ii) Seller causes such Prohibited Monetary Lien to be released from the Land by bonding or other means and any exception for such Monetary Lien is deleted from the Owner's Title Policy.

4.02 Operation of the Land. From the Effective Date until the Closing or earlier termination of this Agreement, Seller shall maintain the Land in a manner substantially consistent with maintenance of the Land by Seller immediately prior to the Effective Date, provided Seller shall not be required to perform or undertake any capital expenditures for repairs, maintenance, replacements or improvements to the Land (as defined under generally accepted accounting principles).

ARTICLE V REPRESENTATIONS & WARRANTIES

5.01 Seller Representations and Warranties. Subject to the other terms hereof, Seller represents and warrants to Purchaser that as of the Effective Date and as of Closing:

- (A) Seller is a limited liability company that is duly organized, validly existing and in good standing under the laws of the State of Indiana;

- (B) Seller will have all power and authority necessary for it to execute and deliver this Agreement and perform its obligations hereunder as of the Closing;
- (C) the execution, delivery and performance of this Agreement by Seller will not conflict with or constitute a breach of any contract, agreement or other instrument by which Seller or the Land is bound as of the Closing;
- (D) the execution and delivery of this Agreement by Seller and Seller's performance of its obligations under this Agreement does not conflict with or result in a breach of any order, judgment, writ, injunction or decree of any court, arbiter or governmental instrumentality in any action to which Seller is a party;
- (E) Seller is not a "foreign person," as such term is defined in Section 1445 of the Internal Revenue Code of 1986, as amended;
- (F) Seller has not (i) filed any voluntary petition in bankruptcy or sought to reorganize its affairs under the Bankruptcy Code of the United States or any other federal, state or local law related to bankruptcy, insolvency or relief for debtors, (ii) been adjudicated as bankrupt or insolvent, or (iii) had an involuntary petition filed against it under the Bankruptcy Code of the United States or any other federal, state or local law related to bankruptcy, insolvency or relief for debtors;
- (G) There are no pending or, to Seller's actual knowledge without investigation or imputation, currently threatened lawsuits against Seller that affect or relate to the Land;
- (H) Unless disclosed in the Submission Items, to Seller's actual knowledge, without investigation or imputation, no Hazardous Substances are located on the Property in violation of Legal Requirements as of the Effective Date; and
- (I) Seller is not a person or entity with whom U.S. persons are restricted from doing business under the regulations of the Office of Foreign Assets Control ("OFAC") of the Department of Treasury (e.g. OFAC's Specially Designated and Blocked Persons list), Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 ("Executive Order 13224"), or the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 ("USA Patriot Act").

Notwithstanding anything to the contrary contained herein, if Purchaser is aware of any default under or breach of this Agreement or the other Transaction Documents by Seller (or the state of facts or other matters giving rise to any such default or breach) prior to Closing, or such default or breach (or the state of facts or other matters giving rise to any such default or breach) was disclosed in the Submission Items, then Purchaser shall be deemed to have waived such default or breach and any claims that Purchaser may have as a result of such default or breach (or the state of facts or other matters giving rise to any such default or breach) should Purchaser purchase the Land pursuant to this Agreement.

5.02 Purchaser Representations and Warranties. Purchaser represents and warrants to Seller as of the Effective Date and as of the Closing:

- (A) Purchaser has all power and authority necessary for Purchaser to execute and deliver this Agreement and perform Purchaser's obligations under this Agreement;

- (B) The execution, delivery and performance of this Agreement by Purchaser does not conflict with or constitute a breach of any contract, agreement or other instrument by which Purchaser is bound;
- (C) The execution and delivery of this Agreement by Purchaser and Purchaser's performance of Purchaser's obligations under this Agreement does not conflict with or result in a breach of any order, judgment, writ, injunction or decree of any court, arbiter or governmental instrumentality in any action to which Purchaser is a party as of the Effective Date;
- (D) This Agreement and any documents executed by Purchaser pursuant to this Agreement are binding and enforceable against Purchaser;
- (E) To Purchaser's actual knowledge, Purchaser is not a party to any pending lawsuits or governmental proceedings that could have a material adverse effect on Purchaser's ability to perform its obligations under this Agreement; and
- (F) Purchaser's funds for the acquisition of the Land have been duly appropriated by the Vigo County Council.

5.03 Survival. The representations and warranties of the Parties in ARTICLE V shall survive the Closing or termination of this Agreement for a period of twelve (12) months but there shall be no obligation to update or supplement.

ARTICLE VI DISCLOSURES & DISCLAIMERS

6.01 "As Is-Where Is" Sale. Except for the representations, warranties, guarantees and assurances expressly set forth in the Transaction Documents, Purchaser acknowledges and agrees that Seller has not made, is not making and specifically disclaims and negates any warranties, representations, guarantees or assurances (express or implied) regarding the Land, including, but not limited to, warranties, representations, guarantees and assurances regarding (i) the existence of any Hazardous Substances on, under or about the Land, (ii) the environmental condition of the Land, (iii) the quality, nature, adequacy or physical condition of the Land, (iv) the quality, nature, adequacy or condition of the soils and groundwater at the Land, (v) the existence, quality, nature, adequacy or condition of any utilities at or near the Land, (vi) the current or future income or expenses of the Land, (vii) the value, profitability, habitability, suitability, merchantability, marketability or fitness for a particular purpose of the Land, (viii) the zoning or other legal status of the Land, (ix) the existence of any pending or threatened taking of all or a portion of the Land by condemnation or eminent domain, (x) the Land's compliance with any Legal Requirements or any covenant, condition, restriction or other encumbrance, or (xi) the condition of title to the Land or the nature, status or extent of any easement, right of way, encumbrance, license, reservation or other matter affecting title to the Land. Purchaser further acknowledges and agrees that, except for the representations, warranties, guarantees and assurances expressly set forth in the Transaction Documents it is purchasing the Land "As-Is, Where-Is" with all faults and all latent or patent defects.

Except for claims based on Seller's breach of the Transaction Documents, as of the Closing, Purchaser, on behalf of itself and its successors and assigns, shall be deemed to have waived, released and discharged Seller from all claims that Purchaser or its successors or assigns has or may have against Seller relating to the Land, whether known or unknown, existing or arising in the future, including, but not limited to, claims arising or resulting from

(i) statements or opinions made by Seller or any of its agents, employees, managers, contractors or representatives, (ii) the physical condition of the Land, or (iii) the existence of any Hazardous Substances on, under or about the Land or the environmental condition of the Land. It is expressly acknowledged and agreed that Purchaser, on behalf of itself and its successors and assigns, is waiving, releasing and discharging all claims for contribution or indemnity that Purchaser or its successors and assigns has or may have against Seller, whether known or unknown, existing or arising in the future, based, in whole or in part, upon the presence on or discharge from the Land of Hazardous Substances or other environmental contamination, including without limitation, claims that may arise under the Comprehensive Environmental Response, Compensation, and Liability Act, as amended 42 U.S.C. § 9601 et seq.

The provisions of this section shall survive the Closing and delivery of the Deed.

ARTICLE VII CLOSING

7.01 Closing. Subject to the other terms of this Agreement, the Closing shall take place on or before 5:00 p.m. Eastern Time on **August 1, 2019**, or such earlier date as may be mutually agreed by Purchaser and Seller (the "Closing Date"). The Closing shall be held through the offices of the Title Company or at such other place as may be agreed upon by Purchaser and Seller, in writing.

7.02 Closing Deliveries.

(a) Deed. At the Closing, Seller shall convey the Land to Purchaser, by duly executed and recordable special warranty deed (the "Deed"), subject to the Permitted Exceptions, in substantially the same form as that attached hereto as Exhibit C.

(b) Owner's Affidavit. At Closing, Seller shall execute and deliver to Purchaser and the Title Company an owner's affidavit in the form attached hereto as Exhibit D.

(c) 1445 Certificate. At Closing, Seller shall execute and deliver to Purchaser (i) a properly completed certificate stating that Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and the regulations thereunder, and (ii) such other documents as may be required by the Internal Revenue Code (or regulations promulgated pursuant thereto) in connection with the sale of the Land to Purchaser.

(d) Closing Statement. At Closing, Seller and Purchaser shall execute a written statement for the Land that sets forth the Purchase Price, any credits against the Purchase Price provided for in this Agreement, all amounts prorated between the parties pursuant to this Agreement, and all disbursements to be made at Closing on behalf of Seller or Purchaser.

(e) Authority Documents. At Closing, Seller shall furnish to the Title Company a current certificate of existence for Seller, the articles of organization for Seller, the operating agreement for Seller (or a portion thereof to the extent required by Title Company), and a written resolution executed by a sufficient number of the members of Seller to authorize the sale of the Land pursuant to this Agreement.

7.03 Conditions to Closing.

(a) Purchaser Closing Conditions. Purchaser's obligation to consummate the transaction contemplated by this Agreement is contingent upon all of the following conditions (the "Purchaser Closing Conditions") being satisfied as of the date and time the Closing is scheduled to take place under Section 7.01:

- (i) All of the contingencies of Section 3.03 have either been fulfilled or waived by Purchaser;
- (ii) Seller not being in default under this Agreement;
- (iii) Purchaser's receipt of either the Owner's Title Policy or a marked-up version of the Title Commitment that has been downdated to Closing and commits to issue the Owner's Title Policy to Purchaser;
- (iv) Seller executing and delivering all of the documents required under Section 7.02.

If any one of the Purchaser Closing Conditions is not satisfied as of the date and time the Closing is scheduled to occur and is not cured within five (5) Business Days after Seller's receipt of written notice of non-cure from Purchaser, then Purchaser may: (x) terminate this Agreement by written notice to Seller, in which case the Earnest Money shall be refunded to Purchaser; (y) extend the Closing Date one (1) time by up to thirty (30) Business Days by delivering written notice to Seller of said extension; or (z) waive such Purchaser Closing Conditions and proceed with the Closing. Nothing in this section shall limit the remedies available to Purchaser under ARTICLE X as a result of Seller's default under this Agreement. Notwithstanding anything to the contrary contained herein, Purchaser shall not have the right to terminate this Agreement pursuant to this section as a result of any matter discovered by Purchaser during the Inspection Period or disclosed in the Submission Items delivered to Purchaser. Purchaser shall promptly notify Seller, in writing, if Purchaser learns of any breach of this Agreement by Seller.

(b) Seller Closing Conditions. Seller's obligation to consummate the transaction contemplated by this Agreement is contingent upon all of the following conditions (the "Seller Closing Conditions") being satisfied as of the date and time the Closing is scheduled to take place under Section 7.01

- (i) Purchaser not being in default under this Agreement;
- (ii) Purchaser's wire transfer of the Purchase Price payable by Purchaser, in immediately available funds, pursuant to Section 2.03; and
- (iii) Purchaser executing and delivering all of the documents required under Section 7.02.

If any one of the Seller Closing Conditions is not satisfied as of the date and time the Closing is scheduled to occur and is not cured within five (5) Business Days after Purchaser's receipt of written notice thereof from Seller, then Seller may: (x) terminate this Agreement by written notice to Purchaser; or (y) waive such Seller Closing Conditions and proceed with the Closing. Nothing herein shall limit the remedies available to Seller as a result of Purchaser's default under this Agreement. The Earnest Money shall be paid to Seller in the event this Agreement is terminated pursuant to this section.

7.04 Closing Costs.

(a) Seller Closing Costs. At Closing, Seller shall pay: (i) One-Hundred percent (100%) of the fees charged by the Title Company to hold the Earnest Money; and (ii) the cost of the Title Commitment and the premium for the Owner's Title Policy, excluding the cost of any endorsements and/or deletions to the Owner's Title Policy requested by Purchaser, and (iii) the fee to prepare the Deed

(b) Purchaser Closing Costs. At Closing, Purchaser shall pay: (i) all recording fees for any documents required by Purchaser to be recorded, including the Deed; and (ii) the cost of all endorsements and deletions to the Owner's Title Policy requested by Purchaser.

(c) Other Costs. Except as otherwise expressly provided herein, Seller and Purchaser shall each be responsible for paying the attorneys' fees that it incurs in connection with the transaction contemplated by this Agreement. In addition, Purchaser shall pay, prior to delinquency, all expenses incurred by Purchaser in connection with its due diligence with respect to the Land (including, but not limited to, the cost of physical inspections. Seller and Purchaser shall share equally (50% / 50%) the cost to prepare this Agreement, the Title Company's settlement fee, the Auditor's disclosure fee, and the Indiana title insurance policy fee

ARTICLE VIII
PRORATIONS

8.01 Calculation. All prorations to be made under this section "as of the Closing Date" shall be made as of 11:59 P.M. local time on the day immediately preceding the Closing Date, with the effect that Seller shall pay the portion of the expenses to be prorated under this Agreement which is allocable to periods prior to the Closing Date and Purchaser shall pay the portion of such expenses which are allocable to periods from and after the Closing Date.

8.02 Real Estate Taxes. Seller will pay all real estate taxes and assessments assessed against the Land that are due and payable prior to Closing as well as those for 2019 prorated as of the Closing Date. Purchaser will pay all real estate taxes and assessments assessed against the Land for 2019 allocable to that part of 2019 elapsing from and after the Closing Date, and all subsequent such real estate taxes and assessments. Since the Land is part of the Parcel and there are no improvements on the Parcel, such proration for 2018 pay 2019 taxes and assessments shall be based upon acreages of the Land and the Parcel as shown by the Survey.

8.03 Unknown Amounts. In the event any amount to be prorated between the parties or credited to either of the parties under the terms of this ARTICLE VIII is not known with certainty as of the Closing, the parties shall use an estimate of such amount at the Closing. If more current information is not available, such estimates shall be based upon the most recent prior bills. As such estimated amounts become finally known, Seller and Purchaser shall make any payments necessary to cause Seller and Purchaser to pay the amounts it is responsible for under this ARTICLE VIII, but no more. Seller and Purchaser agree to cooperate and use reasonable efforts to finalize the prorations or adjustments required under this ARTICLE VIII that cannot be completed as of the Closing no later than sixty (60) days after the Closing, if possible.

8.04 Survival. The provisions of this ARTICLE VIII shall survive the Closing.

ARTICLE IX
RISK OF LOSS AND CONDEMNATION

9.01 Risk of Loss. Seller shall bear the risk of loss or damage to the Land until the Closing.

9.02 Condemnation. If there is an actual or pending taking of the Land by condemnation or eminent domain prior to Closing (a "Taking"), then, at Closing, Seller shall pay Purchaser any condemnation awards received by Seller on account of such Taking, and Seller shall assign all of its interest in any unpaid condemnation awards due as a result of such Taking to Purchaser. Seller shall not reach any settlement or agreement related to any Taking after the Effective Date, unless Purchaser consents thereto, in writing, which consent shall not be unreasonably withheld, qualified or delayed. In no event shall the Purchase Price be reduced as a result of any Taking.

ARTICLE X
DEFAULT

10.01 Pre-Closing. If Seller breaches this Agreement prior to Closing and Seller does not cure such breach within five (5) Business Days after it is notified of the same by Purchaser, in writing, then Purchaser may, as its remedy either, (i) terminate this Agreement, receive a refund of the Earnest Money, and recover an amount equal to the out-of-pocket expenses incurred by Purchaser in connection with its inspection of the Land, including any attorney fees incurred by Purchaser, not to exceed Twenty-five Thousand and No/100 Dollars (\$25,000.00), or (ii) demand specific performance, so long as Purchaser is not in default hereunder, provided that: (i) if Seller willfully fails to convey the Land to Purchaser in breach of this Agreement and Seller does not cure such failure within five (5) Business Days after it is notified of such breach by Purchaser, in writing, then Purchaser may obtain specific performance of Seller's obligation to convey the Land to Purchaser under this Agreement so long as Purchaser is not in default hereunder. In the event Purchaser desires to bring an action for specific performance of this Agreement, Purchaser must commence such action within sixty (60) days after the date the Closing was supposed to occur. Purchaser's failure to commence an action for specific performance within the period required under this section shall constitute an irrevocable waiver of its right to bring the same.

10.02 Failure to Purchase. If Purchaser breaches this Agreement by failing to purchase the Land and Purchaser does not cure such breach within five (5) Business Days after it is notified of the same by Seller, in writing, then Seller may, as its sole and exclusive remedy, terminate this Agreement and receive the Earnest Money as full and agreed upon liquidated damages. Purchaser and Seller agree that said liquidated damages are reasonable given the circumstances now existing, including, but not limited to, the range of harm to Seller that is reasonably foreseeable and the anticipation that proof of Seller's actual damages would be costly, impractical and inconvenient.

10.03 Other Defaults. Except as otherwise provided in Sections 10.01 and 10.02, if Seller or Purchaser breaches any of the terms of this Agreement and does not cure such breach within thirty (30) days after it is notified of the same by the non-breaching party, in writing, then the non-breaching party shall have the right to obtain any remedy available at law or in equity, including, but not limited to, the right to recover the damages that it suffers or incurs on account of the breach. Notwithstanding anything to the contrary, in no event shall either party be liable for consequential, incidental, exemplary or punitive damages as a result of its breach of this Agreement. The remedies expressly set forth in this ARTICLE X shall be the only remedies available to Purchaser as a result of Seller's default under or breach of any of the Transaction Documents.

ARTICLE XI
MISCELLANEOUS

11.01 Notices. All notices, consents, approvals, deliveries and other communications (collectively, "Notices") which may be or are required to be given by either Seller or Purchaser under this Agreement shall be properly given only if made in writing and sent by hand delivery, U.S. Certified Mail, Return Receipt Requested, facsimile, or nationally recognized overnight delivery service (such as Federal Express or UPS), with all delivery charges paid by the sender and addressed to the Purchaser or Seller, as applicable, as follows:

If to Seller: Culp Ventures, LLC
901 Wabash Ave., Ste. 120
Terre Haute, IN 47807
ATTN: Steve Schrohe
Telephone: (812) 478-6114
(E-mail: steve@culpventuresllc.com)

with copy to: William M. Olah, Esq.
333 Ohio Street
Terre Haute, IN 47807
Telephone: (812) 232-4311
(E-mail: wmolah@wilkinsonlaw.com)

If to Purchaser: Vigo County Commissioners
650 S. 1st Street
Terre Haute, IN 47807
Attn: Brad Anderson, President
Telephone: (812) 231-6200
Facsimile:
E-mail:

with copy to: Michael Wright, Esq.
Vigo County Attorney
650 S. 1st Street
Terre Haute, IN 47807
Telephone: (812) 462-3367
E-Mail: Michael.Wright@vigocounty.in.gov

Either party may change its address for Notices by giving written notice to the other party in accordance with this provision. Notices shall be deemed received: (i) if delivered by hand, on the

date of delivery; (ii) if sent by U.S. Mail or overnight delivery service, on the date the same is deposited with the applicable carrier; and (iii) if sent by facsimile, on the date of transmission with computer confirmation of successful delivery without errors.

11.02 Assignment & Successors. Purchaser may not assign this Agreement unless it obtains the prior written consent of Seller. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11.03 Entire Agreement. This Agreement contains the final, complete and entire agreement of Seller and Purchaser with respect to the matters contained herein, and no prior agreement or understanding pertaining to such matters shall be effective for any purpose. This Agreement may only be amended by a written instrument signed by Purchaser and Seller.

11.04 No Offer. The submission of this Agreement by Seller shall not constitute an offer, and this Agreement shall become effective and binding only after it is executed and delivered by both Seller and Purchaser. Furthermore, copies of this Agreement that have not been executed and delivered by both Seller and Purchaser shall not serve as a memorandum or other writing evidencing an agreement between the parties.

11.05 Counterparts. This Agreement may be executed in separate counterparts. It shall be fully executed when each party whose signature is required has signed at least one (1) counterpart even though no one (1) counterpart contains the signatures of all of the parties to this Agreement.

11.06 Delivery. Seller and Purchaser agree that executed copies of this Agreement may be delivered by facsimile or email (in PDF format), and the same shall have the same validity as if they were delivered in person.

11.07 Non-waiver. No waiver of any provision of this Agreement shall be deemed to have been made unless it is expressed in writing and signed by the party charged with making the waiver. No delay or omission in the exercise of any right or remedy accruing upon a breach of this Agreement shall impair such right or remedy or be construed as a waiver of such breach. The waiver of any breach of this Agreement shall not be deemed to be a waiver of any other breach hereof.

11.08 Severability. This Agreement is intended to be performed in accordance with and only to the extent permitted by applicable law. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

11.09 Exhibits. Purchaser and Seller acknowledge and agree that all schedules and exhibits referenced in this Agreement are attached hereto and incorporated herein by reference.

11.10 Attorneys' Fees. The prevailing party in any legal proceeding related to this Agreement shall be entitled to recover the reasonable court costs, litigation expenses and attorneys' fees that it incurs in connection with such legal proceeding from the non-prevailing party therein.

11.11 Business Days. If any date specified in this Agreement for the performance of an obligation, the delivery of an item, the giving of a notice or the expiration of a time period is based on "Business Day" and falls on a day other than a Business Day, then this Agreement shall be automatically revised so that such date falls on the next occurring Business Day.

11.12 Waiver of Jury Trial. Seller and Purchaser hereby expressly waive their right to a trial by jury of any claim (i) arising under the Transaction Documents, or (ii) connected with or related to the transaction contemplated by this Agreement, whether now existing or hereafter arising. Seller or Purchaser may file an original or a copy of this section with any court as written evidence of the foregoing waiver.

11.13 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Indiana.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Agreement as of the date appearing below their signatures.

SELLER:

CULP VENTURES, LLC,
an Indiana limited liability company

By: F. Stephen Schuch
Name: F. Stephen Schuch
Title: Managing Member

Dated: 5/28/19

PURCHASER:

Commissioners of Vigo County, Indiana

By: Brad Anderson
Brad Anderson, President

Dated: May 24, 2019 2019

EXHIBIT A
DESCRIPTION OF THE LAND

Lot 1 in Honey Creek Park West Subdivision as shown by the plat thereof recorded on the _____ day of _____, 2019 as Instrument No. 2019 _____ in the Recorder's Office of Vigo County, Indiana

TOGETHER WITH a non-exclusive easement for ingress/egress, utilities and drainage over and across the North-South 60-foot wide strip consisting of 1.80 acres shown on *RECORD PLAT* of this Exhibit A and denoted as *Easement of Ingress/Egress, Utility and Drainage Easement*. The Deed will set forth a maintenance covenant binding Purchaser and its successors/assigns to maintain/repair/replace the asphalt roadway to be constructed thereon after Closing, but Seller will be obligated to include in each deed Seller delivers to a third-party for each of the remaining four (4) lots of Honey Creek Park West Subdivision a covenant, running with the land, that such grantee is obligated to contribute/reimburse to Purchaser 20% of such maintenance/repair/replacement.

NOTE: As of the Effective Date, said plat has not yet been recorded, but said Lot 1 will be as shown on the attached *RECORD PLAT* referenced above.

EXHIBIT B

SUBMISSION ITEMS

1. Existing Phase I and Phase II environmental reports.
2. April 3, 2019 ALTA survey of the Land by Caleb L. Towles of Myers Engineering, Inc.
3. Seller's current owner's policy of title insurance for the Parcel.
4. Current Warranty Deed for the Parcel.

OWNER:

Culp Ventures, LLC

By _____
F. Stephen Schrohe, Member-Manager

Exhibit 1

The Land is described as follows:

Lot 1 in Honey Creek Park West Subdivision as shown by the plat thereof recorded on the _____ day of _____, 2019 as Instrument No. 2019 _____ in the Recorder's Office of Vigo County, Indiana

TOGETHER WITH a non-exclusive easement for ingress/egress, utilities and drainage over and across the North-South 60-foot wide strip consisting of 1.80 acres shown on *RECORD PLAT* of this Exhibit A and denoted as *Easement of Ingress/Egress, Utility and Drainage Easement*.

EXHIBIT D

Form of Special Warranty Deed

RESOLUTION NO. 15

**RESOLUTION OF THE COUNTY COUNCIL OF VIGO
COUNTY, INDIANA PLEDGING THE COUNTY'S
SPECIAL PURPOSE INCOME TAX REVENUES AND JAIL
INCOME TAX REVENUES TO THE PAYMENT OF LEASE
RENTAL UNDER A LEASE WITH THE VIGO COUNTY
BUILDING CORPORATION AND APPROVING
MATERIALS RELATED THERETO**

WHEREAS, the Board of County Commissioners of Vigo County, Indiana (the "Board") determined a need exist for the Board (1) to enter into negotiations with a nonprofit building corporation for 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, located at 600 West Honey Creek Drive (lot 1 of a subdivision of 500 West Honey Creek Drive), Terre Haute, Indiana,, 47802, all to be used for the purposes of providing incarceration, community corrections or other law enforcement or criminal justice services by Vigo County, Indiana (the "County"), and (2) to enter into a lease between a nonprofit building corporation, as lessor, and the County, as lessee, for all or a portion of the new jail facility, including the site and appurtenances thereto (the "Project"); and

WHEREAS, the Vigo County Building Corporation (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 presented to the County Council of Vigo County, Indiana (the "Council") a form of Lease, between the Corporation, as lessor, and the County as lessee (the "Lease"); and

WHEREAS, the lease rentals under the Lease are payable from (i) the revenues of the special purpose income tax levied and collected by the County pursuant to Indiana Code § 6-3.6-7-25 (the "Special Purpose Income Tax Revenues") and the revenues of the 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) to the extent that the Special Purpose Income Tax Revenues and the Jail Income Tax Revenues (collectively, the "Pledged 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 Indiana Code § 36-1-10-17 (the "Property Tax Revenues"); and

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

WHEREAS, the County Council of the County (the "County Council") desires to approve the Lease and pledge the Pledged Income Tax Revenues to the payment of lease rentals due under the Lease pursuant to the terms of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF VIGO COUNTY, INDIANA, THAT:

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 as provided by Indiana Code 36-1-10.

Section 2. Pledge of Pledged Income Tax Revenues. Pursuant to Indiana Code § 5-1-14-4, Indiana Code § 6-3.6-6-2.7, and Indiana Code § 6-3.6-7-25, the Council hereby pledges the Pledged Income Tax Revenues to the payment of all lease rental due under the Lease. The Council hereby finds and determines that the County reasonably expects to pay all lease rentals due under the Lease from the Pledged Income Tax Revenues and not from the Property Tax Revenues. To the extent that the Pledged Income Tax Revenues are insufficient to pay such amounts, the lease rental shall be payable from the Property Tax Revenues.

For clarity, the lease rentals due under the Lease are not payable from additional revenue received by the County from economic development allocation of the expenditure rate levied and levied and collected pursuant to Indiana Code 6-3.6-6 (the "EDIT Revenues"), which EDIT Revenues have been pledge to the payment of the County's Economic Development Revenue Refunding Bonds of 2016 (the "2016 Bonds"), issued pursuant to Ordinance No. 2016-01, adopted by the Council on the June 14, 2016. The lease rentals under the Lease and the 2016 Bonds are payable from different sources of security and are not on a parity with one another.

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

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

(b) For Parity Obligations payable from Pledged Income Tax Revenues, the County shall have received a certificate prepared by an independent, qualified accountant or feasibility consultant certifying the amount of the Pledged Income Tax Revenues estimated to be received in each succeeding year shall be at least equal to one hundred twenty-five percent (125%) of the lease rental and debt service requirements with respect to the Lease and the proposed Parity Obligations for each respective year during the term of the Lease and the Parity Obligations. If when the proposed Parity Obligations are issued, the Council shall have finally approved an increase in the income tax rate, the Pledged Income Tax Revenues estimate described in the preceding sentence may be adjusted to take the increased income tax rate into account. The

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

(c) Payments of any Parity Obligations payable from Pledged Income Tax Revenues shall be payable semiannually on January 1 and July 1.

The terms and conditions of any Parity Obligations shall be set forth in the ordinance or resolution authorizing such Parity Obligations.

The County may issue obligations payable from Pledged Income Tax Revenues on a junior basis to the Lease and the Parity Obligations. Any such junior obligations shall be payable semiannually on January 1 and July 1.

Section 4. Sinking Fund. (a) There is hereby created a separate fund designated as the Sinking Fund, which shall consist of a Principal and Interest Account and a Reserve Account. One day prior to each January 1 and July 1, there shall be deposited in the Principal and Interest Account an amount of Pledged Income Tax Revenues, which together with any money contained in the Principal and Interest Account is sufficient to pay the lease rentals or principal of and interest on the Lease and the Parity Obligations therewith due on the following January 1 and July 1. No such deposit need be made into the Principal and Interest Account if the amount contained therein is sufficient to pay such amounts. All money in the Principal and Interest Account shall be used and withdrawn solely for the purpose of paying the lease rentals or principal of and interest on the Lease and any Parity Obligations, including accrued interest on any such obligations purchased or redeemed prior to maturity.

(b) Reserve Account. If it is determined by the Board, with the advice of the County's financial advisor, to establish a reserve account for the Lease, then, on the date of issuance of the bonds of the Building Corporation to finance the Project (the "Bonds"), Pledged Income Tax Revenues or a portion of the proceeds of the Bonds shall be deposited in Reserve Account in an amount sufficient to maintain the Reserve Account in the full amount of the Debt Service Reserve Requirement (as defined below). After making the required deposits into the Principal and Interest Account under Section 4(a), Pledged Income Tax Revenues shall be set aside from the Sinking Fund and (a) deposited in the Reserve Account in an amount sufficient to maintain the Reserve Account in the full amount of the Debt Service Reserve Requirement, and (b) deposited in any reserve account established for any Parity Obligations secured by a reserve other than the Reserve Account in the amount required thereby. No deposit need be made in the Reserve Account so long as there shall be on deposit therein a sum equal to but not exceeding the least of (i) the maximum annual debt service and lease rentals due on the Lease and any Parity Obligations secured by the Reserve Account, (ii) 125% of the average annual debt service and lease rentals due on the Lease and any Parity Obligations secured by the Reserve Account, or (iii) 10% of the proceeds of the Bonds and any Parity Obligations secured by the Reserve Account, plus a minor portion as defined in the Code (the "Debt Service Reserve Requirement"). All money in the Reserve Account shall be used and withdrawn solely for the purpose of making deposits into the Principal and Interest Account, in the event of any deficiency at any time in such account, or for the purpose of paying the interest on or principal of or redemption premiums or lease rentals due, if any, on the Lease and any Parity Obligations secured by the Reserve Account, in the event that no other money is lawfully available therefor. Any amount in the

Reserve Account in excess of the Debt Service Reserve Requirement shall be withdrawn from the Reserve Account and deposited in the Principal and Interest Account. Money in the Reserve Account shall also be available to make the final payments of interest and principal or lease rentals due on the Lease and any additional Parity Obligations secured by the Reserve Account.

The County may at any time and from time to time fund all or any part of the Reserve Account by depositing in the Reserve Account one or more debt service reserve surety bonds or insurance policies (each, a "Reserve Account Credit Instrument"). Each Reserve Account Credit Instrument shall be issued by either (i) an insurance company whose long term debt obligations are rated at the time of the deposit of the Reserve Account Credit Instrument in one of the highest two Rating Categories by Standard & Poor's Ratings Services or Moody's Investors Service, or (ii) a bank or trust company which has an outstanding, unsecured, uninsured and unguaranteed debt issue rated at the time of the deposit of the Reserve Account Credit Instrument in one of the two highest Rating Categories by Standard & Poor's Ratings Services or Moody's Investors Service. As long as any Reserve Account Credit Instrument is in full force and effect, any valuation of the Reserve Account shall treat the maximum amount available under such Reserve Account Credit Instrument as its value.

Section 5. General. Any member of the Board of Commissioners or the County 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 6. Effective Date. This resolution shall be in full force and effect from and after its passage.

DULY ADOPTED on this 10th day of September, 2019, by the County Council on Vigo County, Indiana.

COUNTY COUNCIL OF
VIGO COUNTY, INDIANA

ATTEST:

Vigo County Auditor

LEASE

by and between

VIGO COUNTY BUILDING CORPORATION

and

VIGO COUNTY, INDIANA

Dated as of _____, 2019

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LEASE

THIS LEASE (this "Lease"), entered into as of this ____ day of _____, 2019, by and between the Vigo County Building Corporation, an Indiana nonprofit corporation (the "Lessor"), and Vigo 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 certain real estate in Vigo County, Indiana, described in Exhibit A attached hereto and made a part hereof (the "Real Estate"), including the county jail facility to be constructed thereon by the Lessor (the "Improvements") according to plans and specifications prepared for the Lessor and the Lessee (the "Plans and Specifications") (the Real Estate 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.

(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 Improvements are 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 at a rate per year during the term of this Lease not to exceed [Seven Million Dollars (\$7,000,000)]. Each such semi-annual installment, payable as hereinafter described, shall be based on the value of that portion of the Premises which is complete and ready for use and occupancy by the Lessee at the time such semi-annual installment is made. The first rental installment shall be due on the later of (i) the January 1 or July 1, 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, of the year for which the State of Indiana Department of Local Government Finance will approve a budget order providing for the payment of such rental payments; or (ii) the date on which a portion of the Premises is available for use and occupancy by the Lessee. Thereafter, such rental shall be payable in advance in semi-annual installments on January 1 and July 1 of each year. The last semi-annual rental payment due before the expiration of this Lease shall be adjusted to provide for rental at the yearly rate so specified from the date such installment is due to the date of the expiration of this Lease. 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 bonds to be issued by the Lessor to provide funds for the project on the Premises (such bonds, or bonds issued to refund such bonds, the "Bonds"). 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 the Bonds, the annual rental shall be reduced to the multiple of \$1,000 next higher than the principal and interest due in each twelve (12) month period commencing each year on July 1, plus Five Thousand Dollars (\$5,000), payable in semi-annual installments. In addition, each such reduced semi-annual installment shall be based on the value of the portion of the Premises which is complete and ready for use and occupancy by the Lessee at the time such semi-annual installment is made. Such amount of adjusted rental shall be endorsed on this Lease at the end hereof in substantially the form of Exhibit B attached hereto by the parties hereto as soon as the same can be done after the sale of the Bonds, and such endorsement 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 revenues of the income tax levied and collected by the Lessee pursuant to Indiana Code § 6-3.6-7-25 and the revenues of the income tax levied and collected by the Lessee pursuant to Indiana Code § 6-3.6-6-2.7 (collectively, the "Pledged Income Tax Revenues"), and (ii) to the extent that the Pledged Income Tax Revenues are insufficient to pay such amounts, from the revenues of an ad valorem tax levied by the Lessee on all taxable property in the County pursuant to the Indiana Code § 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 Pledged Income Tax Revenues or the Property Tax Revenues received by the Lessee.

(d) The Lessee may pay the Fixed Rentals in advance to the Lessor, and, the Lessor shall use such amounts to optionally redeem all or a portion of the Bonds, on such dates and with such maturity dates as directed by the Lessee. After the prepayment of rent, the annual rental shall be reduced to the multiple of \$1,000 next higher than the principal and interest due in each twelve (12) month period commencing each year on July 1, plus Five Thousand Dollars (\$5,000.00), payable in semi-annual installments. In addition, each such reduced semi-annual installment shall be based on the value of that portion of the Premises which is complete and ready for use and occupancy by the Lessee at the time such semi-annual installment is made. Such amount of adjusted rental shall be endorsed on this Lease at the end hereof in substantially the form of Exhibit B attached hereto by the parties hereto as soon as the same can be done after the sale of the Bonds, and such endorsement shall be recorded as an addendum to this Lease.

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 and the amount required to reimburse the Lessor for any insurance payments made by it under Section 6. In addition, the Lessee shall pay for all of the utilities in connection with the operation of the Premises and all rebate costs associated with the Bonds. The Lessee also shall pay as additional rental all administrative expenses of the Lessor, including ongoing trustee fees, 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 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").

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.

5. OPERATION, MAINTENANCE AND REPAIR; ALTERATIONS; PERSONAL PROPERTY. The Lessee shall operate, maintain and repair the Premises during the term of this Lease 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 the greater of (i) the option to purchase price as set forth in Section 9 hereof, and (ii) 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 at a price equal to the amount required to enable the Lessor to pay all indebtedness related to the Premises, including the Bonds, 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 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 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 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.

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

VIGO COUNTY, INDIANA

By: Board of Commissioners of Vigo County,
Indiana

Commissioner

Commissioner

Commissioner

ATTEST:

Auditor
Vigo County, Indiana

LESSOR

VIGO COUNTY BUILDING
CORPORATION

President

ATTEST:

Secretary/Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF VIGO)

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 Vigo 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 _____, 2019.

(Seal)

(Written Signature)

(Printed Signature)
Notary Public

My Commission expires:

My county of residence is:

STATE OF INDIANA)
) SS:
COUNTY OF VIGO)

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 Vigo 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 _____, 2019.

(Seal)

(Written Signature)

(Printed Signature)
Notary Public

My Commission expires:

My county of residence is:

This instrument prepared by Richard J. Hall, Esquire, Barnes & Thornburg, 11 South Meridian Street, Indianapolis, Indiana 46204.

I affirm under penalties of perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. /s/ *Richard J. Hall*

EXHIBIT A
TO LEASE BETWEEN
VIGO COUNTY BUILDING CORPORATION, LESSOR,
AND VIGO COUNTY, INDIANA LESSEE

REAL ESTATE DESCRIPTION

The Real Estate shall consist of certain real property located at _____,
Indiana _____, the legal description of which will be added to the Lease upon the issuance
of the Bonds.

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

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

THIS ADDENDUM (this "Addendum"), entered into as of this ____ day of _____, _____, by and between Vigo County Building Corporation, an Indiana nonprofit corporation (the "Lessor"), and Vigo 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 _____, 2019 (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

VIGO COUNTY, INDIANA

By: Board of Commissioners of Vigo County,
Indiana

Commissioner

Commissioner

Commissioner

ATTEST:

Auditor
Vigo County, Indiana

LESSOR

VIGO COUNTY BUILDING
CORPORATION

By: _____
President

ATTEST:

Secretary/Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, _____, and _____, and _____, personally known to me as the Board of Commissioners and Auditor, respectively, of Vigo County, Indiana acknowledged the execution of the foregoing addendum to lease for and on behalf of said school 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:

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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 Vigo 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 Richard J. Hall, Esquire, Barnes & Thornburg, 11 South Meridian Street, Indianapolis, Indiana 46204.

I affirm under penalties of perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. /s/ *Richard J. Hall*

Appendix I to Addendum to Lease

Rental Schedule

Payment Date

Amount

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

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

THIS ADDENDUM (this "Addendum"), entered into as of this ____ day of _____, _____, by and between Vigo County Building Corporation, an Indiana nonprofit corporation (the "Lessor"), and Vigo 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 _____, 2019 (the "Lease"); and

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

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned that the date the Improvements are complete and ready for occupancy is _____, _____.

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

VIGO COUNTY, INDIANA

By: Board of Commissioners of Vigo County,
Indiana

Commissioner

Commissioner

Commissioner

ATTEST:

Auditor
Vigo County, Indiana

LESSOR

VIGO COUNTY BUILDING
CORPORATION

By: _____
President

ATTEST:

Secretary/Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, _____, and _____, and _____, personally known to me as the Board of Commissioners and Auditor, respectively, of Vigo County, Indiana, acknowledged the execution of the foregoing addendum to lease for and on behalf of said municipal 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:

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____ personally known to me to be the _____ and _____, respectively, of Vigo County, Indiana, 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 Richard J. Hall, Esquire, Barnes & Thornburg, 11 South Meridian Street, Indianapolis, Indiana 46204.

I affirm under penalties of perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. /s/ *Richard J. Hall*

To: Miller, Kylissa <Kylissa.Miller@VigoCounty.IN.Gov>
Subject: Request for additional 2019 funds

Kylissa,

I spoke to Larry Stidham from INdigital and he advised me that the maintenance fees for INdigital and Solocom have not been paid for this year. This was an error and we were not billed for this, therefore it was not included in this years budget. These 2 companies take care of the 911 lines and routing them to us through the state wide network. I am requesting the maintenance on these to companies in the amount of 11,555.52 for Solocom and 12,006.76 for INdigital. These maintenance fees need to be paid as soon as possible as we are not covered at this time. The total for this years request is 23,562.28. This will be due again next year and need to be added to next years budget along with Higher Ground recorder maintenance in the amount of 757.14. so I am asking for 24,319.42 to be added to next years E911 Budget as well.

Thank you,

Vickie Oster
E911 Director

This message including any attachments is intended for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you have received this communication in error, please notify the Vigo County Sheriff's Office immediately, and destroy the original message and all copies thereof (including electronic media).

This message including any attachments is intended for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you have received this communication in error, please notify the Vigo County Sheriff's Office immediately, and destroy the original message and all copies thereof (including electronic media).

This message including any attachments is intended for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you have received this communication in error, please notify the Vigo County Sheriff's Office immediately, and destroy the original message and all copies thereof (including electronic media).

Hoffman, Laureen

From: Miller, Kylissa
Sent: Tuesday, August 20, 2019 3:05 PM
To: Hoffman, Laureen
Subject: FW: Request for additional 2019 funds

This is the only documentation I have for the request for an additional appropriation.

Kylissa

From: Vickie Oster
Sent: Tuesday, August 13, 2019 9:45 AM
To: Miller, Kylissa <Kylissa.Miller@VigoCounty.IN.Gov>
Subject: RE: Request for additional 2019 funds

Yes this is from the 911 fund and the account number is 1222.33300.000.0000 and it is contractual.

Thank you,

Vickie

From: Miller, Kylissa [mailto:Kylissa.Miller@VigoCounty.IN.Gov]
Sent: Tuesday, August 13, 2019 8:59 AM
To: Oster, Vickie L.
Subject: RE: Request for additional 2019 funds

Is this from the 911 fund? Can you provide me with the account number you would like to be appropriated?

Kylissa

From: Vickie Oster
Sent: Tuesday, August 13, 2019 8:57 AM