

STATE OF INDIANA
BEFORE THE BOARD OF CLARK COUNTY COMMISSIONERS
RESOLUTION NO. 10 -2013

**A RESOLUTION OF THE CLARK COUNTY, INDIANA BOARD OF
COMMISSIONERS APPROVING THE FORM OF A LEASE AMENDMENT WITH
THE CLARK COUNTY JAIL HOLDING CORPORATION**

WHEREAS, the Board of Commissioners ("Board") of Clark County, Indiana ("County") has previously approved: (i) the Lease Agreement dated as of October 11, 1989, as amended (the "Lease");

WHEREAS, the Holding Corporation issued its Lease Rental Bonds, Series 2007, dated February 28, 2007 in the amount of \$3,100,000 (the "2007 Bonds"), which 2007 Bonds are payable from the lease payments under the Lease; and

WHEREAS, the Corporation has previously issued its Lease Rental Revenue Refunding Bonds, Series 2013 (the "2013 Refunding Bonds") in the original aggregate principal amount of Thirteen Million Seven hundred Thirty Thousand Dollars (\$13,730,000), which 2013 Refunding Bonds are payable from the lease payments under the Lease; and

WHEREAS, the Holding Corporation has determined it to be beneficial to issue bonds to (a) reimburse certain expenditures that have been made by the County for the benefit of the Corporation; (b) provide for certain improvements to the jail facility by the Corporation; and (c) amend the Lease to modify the payments; and

WHEREAS, the Board desires to amend the Lease by approving the Fifth Amendment to Lease (the "Lease Amendment"), by and between the Clark County Jail Holding Corporation and Clark County in substantially the form attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF CLARK COUNTY, INDIANA, THAT:

Section 1. The proposed Lease Amendment to the Lease with the Holding Corporation, as lessor, provides for fair and reasonable rentals; the execution of the Lease Amendment is necessary and wise; service to be provided by the leased premises will serve the public purpose of the County and is in the best interests of its residents.

Section 2. The Fifth Amendment to Lease between the Corporation, as lessor, and the County, as lessee (the "Lease Amendment"), substantially in the form submitted at this meeting be, and hereby is, ratified and approved. Following the sale of the 2013 Bonds, the Board be, and hereby is, authorized and directed to execute and deliver the Lease Amendment, with such changes to the form thereof as the Board deems necessary or advisable, in the name and on behalf of the County, and the Auditor of the County (the "Auditor") be, and hereby is, authorized

and directed to attest such execution, and any such execution and delivery and any such attestation heretofore effected be, and hereby are, ratified and approved.

Section 3. The Auditor is directed to publish and post notice of a public hearing to be held for the purpose of hearing all information and comments regarding the County entering into the Fifth Amendment to Lease as provided for herein.

Section 4. The President, and any officer of the Board designated by the President and the Auditor be, and hereby are, authorized and directed to execute and deliver such documents and take such other actions as such officer deems necessary or desirable to effect the foregoing resolutions, and any such documents heretofore executed and delivered and any such other actions heretofore taken be, and hereby are, ratified and approved.

So RESOLVED this 7th day of November, 2013.

Members voting "NO"

Jack Coffman, Commissioner


Rick Stephenson, Commissioner

John Perkins, Commissioner

Members Voting "YES"



Jack Coffman, Commissioner

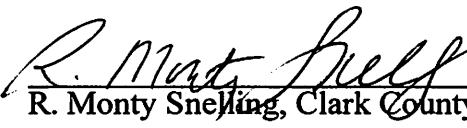


Rick Stephenson, Commissioner



John Perkins, Commissioner

Attested by:



R. Monty Snelling, Clark County Auditor

EXHIBIT A

FIFTH AMENDMENT TO LEASE

by and between

CLARK COUNTY JAIL HOLDING CORPORATION

and

CLARK COUNTY, INDIANA

Dated as of _____, 2013

(Jail Lease)

Cross Reference: This instrument supplements and amends the Lease, dated October 11, 1989, recorded in the office of the Recorder of Clark County, Indiana, on January 9, 1990, as Miscellaneous Record No. 22, Page 475, as amended by the Addendum to Lease, dated as of January 9, 1990, recorded in the office of the Recorder of Clark County, Indiana, on January 9, 1990, as Miscellaneous Record No. __, Page __, as further amended by the First Amendment to Lease, dated August 1, 1993, recorded in the office of the Recorder of Clark County, Indiana, on August 26, 1993, as Miscellaneous Record No. 25, Instrument No. 13057, as further amended by the Amendment No. 2 to Lease, dated November 20, 2003, recorded in the office of the Recorder of Clark County, Indiana, on _____, __ as Instrument _____, Book __, Page _____, as further amended by Amendment No. 3 to Lease, dated December 29, 2006, recorded in the office of the Recorder of Clark County, Indiana, on _____, __ as Instrument _____, Book __, Page _____, as further amended by the Third Amendment to Lease, dated as of July 1, 2013, recorded in the office of the Recorder of Clark County, Indiana, on _____, __ as Instrument _____, Book __, Page _____.

FIFTH AMENDMENT TO LEASE

THIS FIFTH AMENDMENT TO LEASE is entered into as of this ____ day of _____, 2013 (the "Fifth Amendment"), between CLARK COUNTY JAIL HOLDING CORPORATION (as assignee of the Clark County Detention Building Corporation), a nonprofit corporation organized and existing under the laws of the State of Indiana, as lessor (the "Lessor"), and CLARK COUNTY, INDIANA, a political subdivision of the State of Indiana acting by and through its Board of Commissioners, as lessee (the "Lessee").

WITNESSETH:

WHEREAS, pursuant to IC 36-1-10, as amended, the Lessor and the Lessee previously entered into a Lease Agreement, dated October 11, 1989 ("Original Lease"), as amended by the Addendum to Lease, dated as of January 9, 1990 (the "Addendum to Original Lease"), as further amended by a First Amendment to Lease, dated August 1, 1993 (the "First Amendment"), as further amended by Amendment No. 2 to Lease, dated November 20, 2003 (the "Second Amendment"), as further amended by Amendment No. 3 to Lease, dated December 29, 2006 (the "Third Amendment"), and as further amended by the Third Amendment to Lease, dated as of July 1, 2013 (the "Fourth Amendment") (the Original Lease, Addendum to Original Lease, the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment, collectively, the "Lease"); and

WHEREAS, the Lessor has, by due corporate action, determined to execute and issue additional lease rental revenue bonds, designated as Clark County Jail Holding Corporation Lease Rental Revenue Bonds, Series 2013 (the "2013 Bonds") in an aggregate principal amount of _____ Dollars (\$_____), pursuant to and in accordance with the terms of a Trust Indenture, dated as of December 1, 2003 (the "Original Indenture"), as supplemented and amended by a First Supplemental Trust Indenture, dated as of February 1, 2007 (the "First Supplemental Indenture"), as further supplemented and amended by a Second Supplemental Trust Indenture, dated as of July 1, 2013 (the "Second Supplemental Indenture"), as further supplemented and amended by a Third Supplemental Trust Indenture, dated as of _____ 1, 2013 (the "Third Supplemental Indenture")(the Original Indenture, the First Supplemental Indenture, the Second Supplemental Indenture and the Third Supplemental Indenture, collectively, the "Indenture"), each of which is by and between the Lessor and The Bank of New York Mellon Trust Company, N.A., as successor trustee (the "Trustee"); and

WHEREAS, the Lessor and the Lessee wish to further amend the Lease by modifying the premises subject to the Lease and increasing the rent payable under the Lease in order to provide the Lessor with the ability to issue the 2013 Bonds, which will be issued for the purpose of providing funds to: (a) pay all or any portion of the costs of certain facility improvement, renovation, upgrade and equipping projects at the existing Clark County jail and its related facilities including, but not limited to, all or a portion of the improvements, renovations, upgrade and equipping projects identified on Exhibit A attached hereto and projects related thereto (clause (a), collectively, the "2013/2014 Improvements") which upon completion thereof will become a part of the premises subject to the Lease; (b) reimburse the Lessee for the costs of improvements at the Premises (as previously defined in the Lease) paid by the Lessee after such

property and facilities were acquired by the Lessor; and (c) pay for the costs of selling and issuing the 2013 Bonds.

NOW THEREFORE, in consideration of the premises, the covenants and agreements hereinafter contained, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor and the Lessee agree as follows:

PART I

PREMISES, TERM AND WARRANTY

Section 1(a) of the Original Lease, as previously supplemented and amended, is hereby further amended by adding at the end thereof the following paragraph:

“(v) The date that the renovations to the existing Clark County jail and its related facilities including, but not limited to, all or a portion of the improvements, renovations, upgrade and equipping projects identified on Exhibit A attached to the Fifth Amendment and projects related thereto (clause (a), collectively, the “2013/2014 Improvements”) are complete and ready for occupancy shall be endorsed on this Lease at the end hereof in the form of Exhibit B attached to the Fifth Amendment and made a part hereof by the parties hereto as soon as the same can be done after such date and such endorsement can be recorded as an addendum to this Lease.”

PART II

RENTAL PAYMENTS

Section 2 of the Original Lease, as previously supplemented and amended, is hereby further amended by adding at the end thereof the following paragraphs:

“(c) Notwithstanding the foregoing, the Lessee agrees to pay additional rental for the Premises in an annual amount not to exceed _____ Dollars (\$_____). Such additional rental shall be paid in semi-annual installments on January 1 and July 1 of each year commencing no earlier than July 1 in the year immediately following the year in which the Fifth Amendment is executed by the Lessor and Lessee and ending no later than _____ () calendar years after such execution. All such additional rentals payable under the terms of this Lease shall be paid by the Lessee to Trustee and all payments so made by the Lessee shall be considered as payments to the Lessor of the additional rentals payable hereunder.

“(d) After the sale of the 2013 Bonds, the additional annual rental shall be reduced to an amount sufficient, together with the annual rental currently being paid under the Lease, to pay principal and interest due in each twelve (12) month period commencing on July 1 of each year, together with incidental costs in each year in an amount to be determined at the time the 2013 Bonds are sold for the purpose of paying annual trustee fees and related costs, payable in semi-annual installments. In addition, each such reduced additional semi-annual installment shall be based on the value of that

portion of the 2013/2014 Improvements as they currently exist and which are complete and ready for use and occupancy by the Lessee at the time such semi-annual installment is made. Such amount shall be endorsed on this Lease at the end hereof in the form of Exhibit C attached to the Fifth Amendment and made a part hereof by the parties as soon as the same can be done after the sale of the 2013 Bonds, and such endorsement shall be recorded as an addendum to this Lease.”

PART III

REAFFIRMATION OF LEASE

Except as otherwise provided herein, all terms, conditions and provisions of the Lease, as previously supplemented and amended, are hereby ratified and affirmed.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Fifth Amendment to Lease as of the date and year first above written.

LESSOR:

CLARK COUNTY JAIL HOLDING CORPORATION

President

ATTEST:

Secretary

LESSEE:

BOARD OF COMMISSIONERS OF CLARK COUNTY, INDIANA

Commissioner

Commissioner

Commissioner

ATTEST:

County Auditor

STATE OF INDIANA)
) SS:
COUNTY OF CLARK)

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____ 2013, personally appeared Brian Lenfert and Dennis Hill, personally known to me to be the President and Secretary, respectively, of the Clark County Jail Holding Corporation, and acknowledged the execution of the foregoing Fifth Amendment to Lease for and on behalf of said Corporation.

WITNESS my hand and notarial seal.

(Written Signature)

(Printed Signature)
Notary Public

My Commission Expires:

My County of Residence:

STATE OF INDIANA)
) SS:
COUNTY OF CLARK)

Before me, the undersigned, a Notary Public in and for said County and State, this ____ day of _____, 2013, personally Jack Coffman, Rick Stephenson and John Perkins and R. Monty Snelling personally known to me to be the members of the Board of Commissioners and the County Auditor, respectively, of Clark County, Indiana, and acknowledged the execution of the foregoing Fifth Amendment to Lease for and on behalf of said County.

WITNESS my hand and notarial seal.

(Written Signature)

(Printed Signature)
Notary Public

My Commission Expires:

My County of Residence:

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/ James M. Gutting

This instrument prepared by James M. Gutting, Attorney-at-Law
11 South Meridian Street, Indianapolis, Indiana 46204.

EXHIBIT A
TO FIFTH AMENDMENT TO LEASE BETWEEN
CLARK COUNTY JAIL HOLDING CORPORATION, AS LESSOR,
AND CLARK COUNTY, INDIANA, AS LESSEE

Description of 2013/2013 Improvements

Replace/upgrade lighting fixtures	\$15,190.00
Replace/upgrade video visit system	\$283,070.72
Night Vision Replacement Camera	\$ 2,195.09
Purchase 5 DVR's for jail surveillance	\$18,759.00
Purchase training room projector and AV system	\$ 1,003.21
Upgrade barcode system for asset tracking	\$ 4,985.00
Upgrade to ID badge printer system	\$ 5,935.99
HVAC Automation control	\$27,700.00
Repair and/or replace PTZ Cameras	\$ 6,695.00
Purchase full body scanner for jail security	\$200,000.00
Wireless Upgrade for corrections officers	\$31,945.95
Offsite Server and Backup Storage System	\$29,199.00
Purchase 8 cameras for property room surveillance	\$ 5,950.00
HVAC vent cleaning	\$60,495.00
Replace 2 hot water Storage Tanks	\$25,010.00
Replace 2 shower pans	\$ 2,596.00
Replacement of all Security Monitors	\$ 7,810.56
Replacement of televisions in all sections	\$ 6,903.90
Kitchen Toaster	\$ 2,914.92
Section Addition for 50 new jail beds	\$108,051.46
Network Infrastructure Upgrade	\$72,958.00
Install 2 new sewer grinder pumps	\$30,000.00
Dumb Weightier Replacement	\$85,000.00
Boiler Replacement	\$83,900.00
<u>Purchase 700 new property storage bins</u>	<u>\$ 8,536.50</u>
Total	\$1,086,805.30

EXHIBIT B
TO FIFTH AMENDMENT TO LEASE BETWEEN
CLARK COUNTY JAIL HOLDING CORPORATION, AS LESSOR,
AND CLARK COUNTY, INDIANA, AS LESSEE

ADDENDUM TO FIFTH AMENDMENT TO LEASE
CLARK COUNTY JAIL HOLDING CORPORATION, AS LESSOR,
AND CLARK COUNTY, INDIANA, AS LESSEE

THIS ADDENDUM TO FIFTH AMENDMENT TO LEASE (this "Addendum"), entered into as of this ____ day of _____, 20__, by and between CLARK COUNTY JAIL HOLDING CORPORATION (as assignee of the Clark County Detention Building Corporation), a nonprofit corporation organized and existing under the laws of the State of Indiana, as lessor (the "Lessor"), and CLARK COUNTY, INDIANA, a political subdivision of the State of Indiana acting by and through its Board of Commissioners, as lessee (the "Lessee");

WITNESSETH:

WHEREAS, pursuant to IC 36-1-10, as amended, the Lessor and the Lessee previously entered into a Lease Agreement, dated October 11, 1989 ("Original Lease"), as amended by the Addendum to Lease, dated as of January 9, 1990 (the "Addendum to Original Lease"), as further amended by a First Amendment to Lease, dated August 1, 1993 (the "First Amendment"), as further amended by Amendment No. 2 to Lease, dated November 20, 2003 (the "Second Amendment"), as further amended by Amendment No. 3 to Lease, dated December 29, 2006 (the "Third Amendment"), and as further amended by the Third Amendment to Lease, dated as of July 1, 2013 (the "Fourth Amendment") (the Original Lease, Addendum to Original Lease, the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment, collectively, the "Lease"); and

WHEREAS, the Lessor and Lessee entered into a Fifth Amendment to Lease, dated as of _____, 2013 (the "Fifth Amendment"); and

WHEREAS, it is provided in the Fifth Amendment that there shall be endorsed thereon the date that the 2013/2014 Improvements (as defined in the Fifth Amendment) are complete and ready for occupancy.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned that the date that the 2013/2014 Improvements are complete and ready for occupancy is _____, 20__.

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

LESSOR:

CLARK COUNTY JAIL HOLDING CORPORATION

President

ATTEST:

Secretary

LESSEE:

BOARD OF COMMISSIONERS OF CLARK COUNTY, INDIANA

Commissioner

Commissioner

Commissioner

ATTEST:

County Auditor

STATE OF INDIANA)
) SS:
COUNTY OF CLARK)

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____ 2013, personally appeared Brian Lenfert and Dennis Hill, personally known to me to be the President and Secretary, respectively, of the Clark County Jail Holding Corporation, and acknowledged the execution of the foregoing Addendum to Fifth Amendment to Lease for and on behalf of said Corporation.

WITNESS my hand and notarial seal.

(Written Signature)

(Printed Signature)
Notary Public

My Commission Expires:

My County of Residence:

STATE OF INDIANA)
) SS:
COUNTY OF CLARK)

Before me, the undersigned, a Notary Public in and for said County and State, this ____ day of _____, 2013, personally Jack Coffman, Rick Stephenson and John Perkins and R. Monty Snelling personally known to me to be the members of the Board of Commissioners and the County Auditor, respectively, of Clark County, Indiana, and acknowledged the execution of the foregoing Addendum to Fifth Amendment to Lease for and on behalf of said County.

WITNESS my hand and notarial seal.

(Written Signature)

(Printed Signature)
Notary Public

My Commission Expires:

My County of Residence:

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/ James M. Gutting

This instrument prepared by James M. Gutting, Attorney-at-Law
11 South Meridian Street, Indianapolis, Indiana 46204.

EXHIBIT C
TO FIFTH AMENDMENT TO LEASE BETWEEN
CLARK COUNTY JAIL HOLDING CORPORATION, AS LESSOR,
AND CLARK COUNTY, INDIANA, AS LESSEE

ADDENDUM TO FIFTH AMENDMENT TO LEASE
CLARK COUNTY JAIL HOLDING CORPORATION, AS LESSOR,
AND CLARK COUNTY, INDIANA, AS LESSEE

THIS ADDENDUM TO FIFTH AMENDMENT TO LEASE (this "Addendum"), entered into as of this ____ day of _____, 20__, by and between CLARK COUNTY JAIL HOLDING CORPORATION (as assignee of the Clark County Detention Building Corporation), a nonprofit corporation organized and existing under the laws of the State of Indiana, as lessor (the "Lessor"), and CLARK COUNTY, INDIANA, a political subdivision of the State of Indiana acting by and through its Board of Commissioners, as lessee (the "Lessee");

WITNESSETH:

WHEREAS, pursuant to IC 36-1-10, as amended, the Lessor and the Lessee previously entered into a Lease Agreement, dated October 11, 1989 ("Original Lease"), as amended by the Addendum to Lease, dated as of January 9, 1990 (the "Addendum to Original Lease"), as further amended by a First Amendment to Lease, dated August 1, 1993 (the "First Amendment"), as further amended by Amendment No. 2 to Lease, dated November 20, 2003 (the "Second Amendment"), as further amended by Amendment No. 3 to Lease, dated December 29, 2006 (the "Third Amendment"), and as further amended by the Third Amendment to Lease, dated as of July 1, 2013 (the "Fourth Amendment") (the Original Lease, Addendum to Original Lease, the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment, collectively, the "Lease"); and

WHEREAS, the Lessor and Lessee entered into a Fifth Amendment to Lease, dated as of _____, 2013 (the "Fifth Amendment"); and

WHEREAS, it is provided in the Fifth Amendment that there shall be endorsed thereon the adjusted rental following the sale of the 2013 Bonds (as defined in the Fifth Amendment).

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned that the adjusted rental is set forth on Appendix I attached hereto.

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

LESSOR:

CLARK COUNTY JAIL HOLDING CORPORATION

President

ATTEST:

Secretary

LESSEE:

BOARD OF COMMISSIONERS OF CLARK COUNTY, INDIANA

Commissioner

Commissioner

Commissioner

ATTEST:

County Auditor

STATE OF INDIANA)
) SS:
COUNTY OF CLARK)

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____ 2013, personally appeared Brian Lenfert and Dennis Hill, personally known to me to be the President and Secretary, respectively, of the Clark County Jail Holding Corporation, and acknowledged the execution of the foregoing Addendum to Fifth Amendment to Lease for and on behalf of said Corporation.

WITNESS my hand and notarial seal.

(Written Signature)

(Printed Signature)
Notary Public

My Commission Expires:

My County of Residence:

STATE OF INDIANA)
) SS:
COUNTY OF CLARK)

Before me, the undersigned, a Notary Public in and for said County and State, this ____ day of _____, 2013, personally Jack Coffman, Rick Stephenson and John Perkins and R. Monty Snelling personally known to me to be the members of the Board of Commissioners and the County Auditor, respectively, of Clark County, Indiana, and acknowledged the execution of the foregoing Addendum to Fifth Amendment to Lease for and on behalf of said County.

WITNESS my hand and notarial seal.

(Written Signature)

(Printed Signature)
Notary Public

My Commission Expires:

My County of Residence:

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/ James M. Gutting

This instrument prepared by James M. Gutting, Attorney-at-Law
11 South Meridian Street, Indianapolis, Indiana 46204.

Appendix I to Addendum to Fifth Amendment to Lease

Schedule of Adjusted Semi-Annual Lease Rental Payments

Payment Date	Component for 2007 Bonds	Component for 2013 Refunding Bonds	Component for 2013 Bonds	Total
January 1, 2014	\$138,000	\$825,000	\$ _____	\$ _____
July 1, 2014	139,000	834,000		
January 1, 2015	139,000	834,000		
July 1, 2015	140,000	833,000		
January 1, 2016	140,000	833,000		
July 1, 2016	141,000	829,500		
January 1, 2017	141,000	829,500		
July 1, 2017	143,000	827,500		
January 1, 2018	143,000	827,500		
July 1, 2018	144,000	830,500		
January 1, 2019	144,000	830,500		
July 1, 2019	146,000	830,500		
January 1, 2020	146,000	830,500		
July 1, 2020	147,000	832,500		
January 1, 2021	147,000	832,500		
July 1, 2021	149,000	832,000		
January 1, 2022	149,000	832,000		
July 1, 2022	150,000	803,500		
January 1, 2023	150,000	803,500		
July 1, 2023	154,000	0		
January 1, 2024	154,000	0		
July 1, 2024	154,000	0		
January 1, 2025	154,000	0		
July 1, 2025	154,000	0		
January 1, 2026	37,000	0		
July 1, 2026	37,000	0		